

STATE OF ALABAMA)
COUNTY OF MOBILE)

**DECLARATION OF RESTRICTIONS AND COVENANTS FOR
“CANTERBURY PARK”
(A Residential Subdivision)**

THIS DECLARATION OF RESTRICTIONS AND COVENANTS (this “**Declaration**”) is made and entered into as of the ___ day of _____, 2022 (the “**Effective Date**”), by **IMG INVESTMENTS, LLC**, an Alabama limited liability company (“**Declarant**”).

RECITALS

A. Declarant is the fee simple owner of that certain parcel of land located in Mobile County, Alabama and has developed such land into Canterbury Park (the “**Subdivision**”) as more particularly shown on the Subdivision Plat, a gated residential neighborhood featuring private streets and amenities.

B. Declarant desires to provide for the preservation of the values and amenities in the Subdivision, and to this end, desires to subject the Subdivision to covenants, restrictions, easements, conditions and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and each Owner (as hereinafter defined) thereof.

C. A corporation has been incorporated under the laws of the State of Alabama for the purpose exercising the functions aforesaid.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency which are hereby acknowledged and confessed, Declarant declares that each Lot shall be owned, leased, financed, held, used, transferred, sold, conveyed, demised and occupied pursuant to the rights, covenants and restrictions (as applicable) set forth in this Declaration, which shall run with the land and be binding on and/or burden (as applicable) each Lot, all Owners of each applicable Lot, and any and all others affected by this Declaration, as follows:

1. Certain Defined Terms. For purposes of this Declaration, each capitalized term referenced below shall have the following meaning (and, if the context requires, shall include individually and collectively each Person).

(a) “**Architectural Review Committee**” []

(b) “**Association**” shall mean and refer to the Homeowners Association of Canterbury Park Property Owners Association, its successors and assigns.

(c) “**Common Areas**” shall mean and refer to all of those areas of real property within The Subdivision as shown on the Subdivision Plat, except the Lots as shown thereon, and which may include, but are not necessarily limited to, the following: streets, security gates and/or guard stations, structures for recreation, storage or protection of equipment, sidewalks, common driveways, landscaping, parking areas and other similar and appurtenant improvements, together with such other real property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue of this Declaration, the Subdivision Plat and/or prior grants or dedications by Declarant or Declarant’s predecessors in title.

(d) “**Lots**” and/or “**Lots**” shall mean and refer to each of the lots shown or as may be shown upon the Subdivision Plat. References herein to “the Lots (each Lot) in The Subdivision” shall mean and refer to Lots as defined respectively in this Declaration, as may be amended.

(e) “**Owner**” and/or “**Owners**” shall mean and refer to the fee simple owners of each of the Lots in the Subdivision.

(f) “**Residence**” shall mean and refer to any single-family residence located within The Subdivision which has been brought within the plan of this Declaration. References to Residences herein shall not be deemed to permit the use of any Lot in the Subdivision for any purposes other than single-family residence purposes. References here to “The Residences in the Subdivision” shall mean and refer to all of the Residences as defined respectively herein.

(g) “**Rules, Regulations and Architectural Guidelines**” or “**RRAG**” contain rules, regulations, illustrations and architectural guidelines and restrictions imposed by Declarant in connection with the development of the Subdivision as a gated residential neighborhood with a complimentary aesthetic.

(h) “**Subdivision Plat**” shall mean and refer to plat of Canterbury Park Subdivision recorded in _____, Page _____ of the records of the Judge of Probate of Mobile County, Alabama, or any subsequently recorded replat thereof, together with any other plat added by amendment hereto.

(i) “**The Subdivision**” shall mean and refer to the subdivision of Canterbury Park as designated on the Subdivision Plat, and all subsequent sections brought within the scheme of this Declaration by amendment hereto.

(j) “**Person**” as used throughout this Declaration will be interpreted broadly to include, without limitation, any individual, corporation, company, partnership, limited liability company, trust, professional association, governmental or quasi-governmental authority or any political subdivision thereof or any other type of entity.

2. Single Family Residences. All Lots in the Subdivision shall be known and described as single family residential lots. No Lot may be improved, used or occupied for any purpose other than private residence purposes, and no flat, duplex, apartment house, group apartment, or condominium, though intended for residential purposes, may be erected thereon.

3. Architectural Review. No building or any other improvements including without limitation, any fence, pool or other device or article attached to the ground or to any building located on a lot shall be erected, placed or altered on, or attached to, any lot until such building or other improvements shall be approved in writing by Declarant or the representative designated to oversee such matters by the Declarant or Association.

(a) To request such approval, the requesting party must submit to Declarant or the Declarant: two (2) complete sets of final building or construction plans, specifications and plot plans showing the location of each and every building, fence, wall and any other improvements, private drives, driveways (in this case also showing the course, width of the same and curb cut), pool and any and all other proposed structures to be located on such lot. Said plans to be prepared by **MCCOWN DESIGN**. Plans or exhibits shall show, without limitation, (i) a schedule of exterior materials and colors; (ii) orientation, front, rear and side elevations and finished ground elevation of the structures; (iii) the habitable area square footage as referred to in Paragraph 12 hereof. Approval which shall be given or withheld or conditionally given in Declarant or the v Representative's sole discretion shall be based on compliance with all requirements stated in these covenants and on the compatibility of the proposed improvements with other existing or anticipated improvements within the Subdivision, and the quality and attractiveness of the proposed improvements. The review and approval of Declarant shall be limited to outward appearance only and shall not include responsibility or authority to review for structural integrity, interior design, compliance with building or zoning codes or standards or any other similar or dissimilar factors.

(b) In connection with the purchase of a Lot in the Subdivision, Declarant shall provide the owner of such Lot with a set of construction plans and specifications designated for such Lot which have been completed up and through a design development phase by the Design Firm. The owner of such Lot shall be responsible for contracting with, at such owner's sole cost and expense, the Design Firm to complete the subsequent phases of the selected construction plans as necessary to construct the proposed residence on such Lot. Any and all revisions to construction plans, related data, drawings or requests for approval shall be submitted to the Design Firm, unless and until Declarant shall designate a different firm to review such materials. The contact information for the Design Firm is set forth below:

McCown Design
Attention: Robert McCown
151 Tuthill Lane
Mobile, Alabama 36608
robert@robertmccowndesign.com
(251) 308-9888

(c) Declarant's prior written approval shall be required for all components of each proposed improvement on any Lot, including, without limitation, styles, exterior materials, exterior colors, exterior trim, doors, windows, ceiling height(s), elevations, roof pitches, placements of heating and air conditioning equipment, placement of power boxes, location and orientation of buildings and driveways. The RRAG are intended to supplement and should be read in conjunction with this Declaration.

(d) In addition to the foregoing criteria, the following specific conditions apply, unless Declarant determines otherwise in any particular instance:

- i. Side Walls: On or prior to sixty (60) days following completion of any residence on a Lot and an issuance of a certificate of occupancy therefor, to the extent they have not been previously constructed by a neighboring Lot Owner, privacy walls no taller than six (6) feet shall be constructed on the side lot lines of each Lot by the Lot Owner. The initial design, color and materials for such walls are set forth in the RRAG.
- ii. Windows: Solid wood units, vinyl clad wood window units, bronze aluminum window frames and other vinyl units as Declarant may deem acceptable are allowed; other window types may from time to time be approved by the Declarant.
- iii. Ceiling Height: Minimum of ten (10) feet in ceiling height is required of the first floor of any residence.
- iv. Elevation: First floor elevation at the front of any house must be a minimum of two (2) feet off finished grade on any Lot.
- v. Slabs: No slab shall be exposed.
- vi. Driveways: All driveways shall be paved with scored concrete of design and color acceptable to the Declarant and shall be completed at the time of the completion of the residence on said Lot. The initial design, color and materials are set forth in the RRAG. With respect to any shared driveways as shown on the Plat, the Declarant hereby grants each such neighboring Lot a perpetual exclusive cross access easement over the entire width and length of the shared driveway located on the neighboring Lot beginning at the street and continuing towards the rear of said neighboring Lot along the property line separating the same for the purposes of vehicular and pedestrian access over, across and upon said shared driveway in order for each Lot owner to access their residence. The cost of initial construction of a shared driveway shall be shared by the Lot owners at the time of construction and the resulting maintenance, repair and replacement of the same shall be borne equally by the neighboring Lot owners; provided that the cost to repair any damage which is the result of the act or omission of one of the Lot

owners (or its contractors, agents, employees, guests or invitees) shall be borne solely by said Lot owner. In the event that the Lot owner on which a shared driveway is planned commences construction and the neighboring Lot on which the shared driveway is also located has not been sold by Declarant, the Lot owner of the Lot under construction shall be responsible for the completion of the shared driveway; provided, however that the Association shall initially cover the proportionate share attributable to the unsold Lot and shall obtain a reimbursement for such cost at the subsequent closing of said unsold Lot.

- vii. Sidewalks: Prior to or upon erection of any building on any Lot, the Owner of such Lot shall construct a four (4) foot wide, paver sidewalk on such Lot using the same materials and color as are specified in the RRAG.
- viii. Roof Pitch: No pitch shall be less than eight (8) inches in a twelve (12) inch run.
- ix. Roof Materials: Acceptable or required roof materials shall be of material and color set forth in the RRAG or otherwise acceptable to the Declarant.
- x. Chimneys: There shall be no exposed pipes for, or at, any chimney, except that a reasonable amount of exposed pipe may protrude from the top of the casing, and only masonry type material may be used for each chimney unless specific written authorization is granted by the Declarant to use some other type of material. If a fireplace consists only of gas fire logs, then the Declarant may approved a planted back stack in lieu of a traditional chimney.
- xi. HVAC Units, Mechanical, Pool and Playground Equipment: All HVAC units, mechanical equipment, pool equipment, playground equipment and other similar items shall be screened from street view with approved landscaping or other screening material set forth in the RRAG.
- xii. Outdoor Lighting: No mercury vapor lights or other outside lights shall be permitted on any Lot without the prior written approval of the Declarant. Such approval of any outside lighting may be withdrawn if the Declarant determines that the lighting is or becomes a nuisance. Landscaping lighting shall be included and subject to review and approval as part of the initial approval of Owner's plans and specifications. No lighting shall be located, directed or of such intensity as to affect adversely the enjoyment of any adjacent Lot Owner. Only approved decorative lights shall be located on the front of any residence

and no flood lights or intense, broad beam or similar types of lighting be allowed on the front or rear of any residence.

- xiii. Swimming Pools: No swimming pools shall be constructed, altered or maintained upon any Lot without the prior written approval of the Declarant of the type, design and location thereof. Any such swimming pool must also be constructed, equipped and maintained in accordance with the regulations, standards, and recommendations of the appropriate city, county and state authorities. Swimming pools shall be fenced and their location approved by the Declarant. Above-ground pools are strictly prohibited.
- xiv. Landscaping, Irrigation and Street Trees: Natural landscaping is encouraged and any Lot Owner or contractor shall be submit to the Declarant prior to the construction of any residence, a landscaping and irrigation plan which shall be approved by the Declarant. All Lots shall have an approved irrigation system. All landscaping and irrigation systems shall be completed in accordance with the approved landscaping plan and shall be completed within sixty (60) days from the completion of the construction of said residence, including complete sodding with grass or other ground cover as approved in the landscaping plans, of the front yard and all other parts of the Lot visible from the street. All HVAC units and similar mechanical devices shall be screened from view in accordance with the RRAG. Despite the foregoing requirements, no landscaping shall be installed unless and until the landscaping plan for such residence has been approved in writing by the Declarant or such other firm or person as the Declarant may from time to time designate. In addition to the requirements set forth above, each Owner shall, within sixty (60) days after completion of a residence on such Owner's Lot and an issuance of a certificate of occupancy, install the "street trees" as are required under the RRAG.
- xv. Satellite Dishes: No satellite dishes or other type of television or electronic device shall be installed in any front yard or anywhere on a Lot where it is visible from any street, unless and only in the event a satisfactory signal cannot be obtained in any other location, in which case, the Declarant shall approve a location where a satisfactory signal can be obtained and where such devise is screened by landscaping or other screening approved by the Declarant.
- xvi. Mailboxes: Each Lot shall have an individual mailbox which shall be the type, size and model specified in the RRAG. Newspaper boxes and similar receptacles are not permitted in the Subdivision.
- xvii. Construction Period/Reconstruction: The building permit for the construction of a residence on each Lot shall be obtained and

construction shall have commenced within thirty-six (36) months following the closing of the purchase of the Lot. Each residence shall be completed within thirty-six (36) months from the date when construction begins on such Lot, subject to delays outside the reasonable control of the Lot owner. If the construction of any residence is not commenced within such thirty-six (36) month period and/or completed within such thirty-six (36) month construction period, the Declarant may, when it in its absolute discretion deems it is reasonable to do so, extend one or both of the deadlines for one (1) or (2) periods of up to ninety (90) days each. Any building or improvement constructed on any lot that is destroyed partially or totally by fire, storm or any other means shall be rebuilt or repaired in accordance with this Declaration or demolished within a reasonable amount of time not to exceed six (6) months and the Lot on which such was located restored to and maintained in an orderly and attractive condition.

- xviii. Permitted Hours of Work: Following the completion of the first residence of the Subdivision, no construction or similar work shall be allowed on Sundays, Thanksgiving Day, Christmas Day or prior to 6:30 A.M. or after dark.

- xix. Permitted Builders: Declarant shall have the right to designate, from time to time, certain builders who may construct residences in the Subdivision and to prohibit certain other builders from building residences in the Subdivision. The designation of a right to build to any builder shall not be deemed to be a representation by Declarant or any other designee that such builder is qualified or that such builder is recommended. Declarant shall have no liability whatsoever to any Owner or any other person arising out of which builders Declarant may permit to build within the Subdivision and which are not so permitted. In no event shall any builder commence work on any Lot unless that builder has been approved in writing by Declarant and such approval has not been revoked by Declarant. Declarant may, in its sole discretion, approve any builder for a particular Lot without approving that builder for any other lot(s).

- xx. Standards: The quality and attractiveness of every improvement must meet the standards of the Declarant. The Declarant is hereby granted broad discretion in judging the compatibility, quality, attractiveness and compliance of the proposed improvements on any Lot or the Common Areas with this Declaration and the RRAG. The Declarant shall have the right to accept, modify, or refuse to approve any plans or specifications or landscape plans which are not reasonably suitable or desirable in the Declarant's discretion, for keeping with the intended aesthetic or for any other reason, and in so passing upon such plans, specifications and landscape plans, and without any limitation of the

foregoing, it shall have the right to take into consideration the suitability of the proposed residence and/or buildings, other structure or landscape plan, and of the materials of which it is to be built or planted, the site upon which it is proposed to be erected or planted, the harmony thereof with the surrounds and the effect of the same, on the outlook from the Lots within the Subdivision. Each person that acquires any lot or any interest therein, and such person's heirs, successor and assigns shall abide by the decision of the Declarant in all cases in which the Declarant is required in this Declaration. If the Declarant fails to give notice of approval or disapproval of any submitted plans and specifications containing all required information or other request pursuant to this Declaration within thirty (30) days after said plans and specifications (or other request required to be submitted for approval hereunder) have been submitted to it, such approval shall be deemed granted with respect only to the exact plans and specifications submitted. If any plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting Lot Owner by hand delivery or by depositing the same in the U.S. Mail or with nationally recognized overnight carrier. The approval of the Declarant of any plans, specifications or drawings or any materials accompanying the same for matters requiring approval by the Declarant shall not be deemed a waiver of, or create any right of estoppel against, the Declarant's right to withhold approval of any similar plans, drawings, specifications or materials subsequently submitted for approval. Neither Declarant, any representative of Declarant nor any member of the Declarant shall be liable to any Owner of any Lot or any other person, association or entity for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any submitted materials, whether or not defective; (ii) the construction or performance of any work, whether or not constructed or performed pursuant to approved materials; (iii) the development of any Lot; (iv) the structural capacity or safety features of any proposed improvements; (v) whether or not the location of the proposed residence and/or improvement(s) on any Lot is free from possible hazards from flooding or from any other possible hazards, whether caused by conditions occurring either upon or off any property located within the Subdivision; (vi) soil erosion causing sliding conditions; or (vii) any decision made or action taken or refused to be taken under the authority of this Declaration.

- xxi. Modifications or Waivers of Requirements: Upon such terms and conditions as Declarant may, but is not required to, adopt, review and approve or disapprove, in whole or in part, with or without conditions, applications for the modification or waiver of any requirement or restriction contained in this Declaration. Such applications shall contain such information as the Declarant may prescribe and shall affirmatively show, to such reviewing party's satisfaction, that the application of such

requirements, under the circumstances, creates unnecessary or undue hardship or that its modification or waiver is not materially inconsistent with the intended scheme of the development of the Subdivision. With respect to all matters which are, by the terms of this instrument, to be decided by the Declarant, the decision made by such party shall be final and binding on all parties. No changes or deviations in or from any approved plans or specifications or modifications thereto shall be made without the prior written consent of such reviewing party.

- xxii. Applicable Laws: Nothing in this Declaration shall relieve or be interpreted as purporting to relieve, any owner from also securing required approvals, certificates or permits of any governmental agency or entity with jurisdiction as may be required by law as a condition to the commencement, construction, maintenance, addition, change or alteration or any other activity whatsoever on any Lot within the Subdivision and the Declarant may require that a copy of such approvals, certificates and/or permits be provided to the Declarant as a final condition to any approval or as additional assurance to the Declarant that the proposed activity or construction and uses meet all applicable laws and requirements, or for both such purposes.
- xxiii. Land Disturbance/Detention: Declarant has obtained a Land Disturbance Permit from the City of Mobile (the "Permit") which related to certain activities that affect storm water discharges from construction, excavation, land clearing and other land-disturbance activity. The Owner of each Lot shall, with respect to construction thereon or other land-disturbance activity on such Lot, be responsible for taking such measures as are required by the City of Mobile and applicable laws and regulations related to preventing sediment or other pollutants and storm water run-off from leaving the construction site or associated areas. Following the conveyance of any Lot by Declarant the new Owner shall be solely responsible for obtaining any permits required by the City of Mobile related to construction performed by or on behalf of Owner and shall abide by the terms thereof, which may include, without limitation, use of silt fences, staked hay bale rows, netting or mesh, rock filter check dams, catch basins, seeding, proper grading, revegetation and other erosion control. Each Owner shall indemnify and hold Declarant harmless from such Owner's failure to take such measures or abide by any applicable laws, ordinances or requirements. Should the City of Mobile or any other regulatory authority assess a fine or require corrective action with respect to the matters assigned to any Owner under this paragraph, such Owner shall be responsible for the prompt payment thereof and/or the immediate implementation of such corrective action, and if such Owner should fail to do so, Declarant may, but shall not be obligated to pay such fine and/or take such action on behalf of Owner, without any liability on the

part of Declarant to such Owner, and Owner shall reimburse Declarant for the cost incurred by Owner related to the same, plus an administrative fee equal to twenty-five percent (25%) of such costs, plus annual interest at a rate of the lesser of (i) eighteen percent (18%) (ii) the maximum rate of interest permitted by law, until paid and such charge shall constitute a lien upon said Lot enforceable by appropriate proceedings at law or in equity.

- xxiv. Assignment/Delegation: Other paragraphs in this Declaration provide that certain actions may be taken only with prior written approval of the Declarant. The power and rights under this Paragraph 3 and such other powers and rights of approval set forth elsewhere in this Declaration, including, but not limited to, the power to make rules and regulations, may be, in whole or in part, (i) relinquished by Declarant from time to time by recording a written relinquishment in the Office of the Judge of Probate of Mobile; or (ii) assigned to the Association by recording a written assignment in said records, in which case the assignee shall have such rights and powers of approval.

4. Siting and Tree Removal. All residences, building and other improvements shall be located with regard to the topography of each Lot taking into consideration of the location of trees or plants and other aesthetic and environmental considerations, and shall be approved by the Declarant and/or the Design Firm. Prior to clearing any Lot or cutting trees from any Lot, a site inspection shall be performed by the Declarant and upon written approval from the Declarant, the builder may proceed to clear the Lot. At the time of said inspection all trees that are to be kept shall be flagged and a rough stake-out of the residence and any related improvements shall be in place. It is the intent of the Declarant to preserve as many live oaks as possible. Site approval and tree removal shall be at the sole discretion of the Declarant and any violation shall be subject to enforcement as provided under this Declaration. No builder or Lot Owner shall remove any live oak from any Lot without the prior written approval of the Declarant. Should any builder or Lot Owner remove any live oak without the prior written approval of Declarant, then that builder or Lot Owner shall be subject to a minimum fine of \$2,500.00 for the removal of the first tree which shall be in violation of this provision and \$500.00 per tree for each additional tree which shall be removed in violation of this Paragraph 4. Exceptions may be made on a case by case basis (in advance of removal) in the event of diseased or damaged live oaks or any live oaks which may create an imminent threat of danger to the residence located on that Lot or any adjoining Lot.

5. Pond. No recreational use shall be made of the detention pond located in the Subdivision.

6. Resubdivision. No Lot may be subdivided subsequent to the date hereof, without the approval of the Declarant and Declarant shall have the right to impose any conditions, stipulations or the like on such approval.

7. Offensive Activities. No commercial, noxious, hazardous, annoying or nuisance creating activity may be carried on within any Lot, Common Area or other amenity. No structure, including fences, shall be erected so as to channel water on an adjacent Lot. No outside clothes

lines shall be permitted. No trawl, cast net, grill net or other fishing, shrimping equipment or paraphernalia shall be dried, kept or maintained on any Lot in such location or manner as to be visible from any street or any other Lot. No guns may be discharged upon any part of the Subdivision for any purpose, nor shall there be hunting of any nature. Basketball goals, trampolines, swing sets and other outdoor playground equipment are prohibited. Yard ornaments and other yard art are prohibited except in backyards where not visible from the street. Outside statutes, fountains, flags, etc. not in backyards and visible from the street are permitted only if specifically approved by the Declarant in writing. No street side parking is permitted.

8. Neatness, Etc. All Lots and adjacent right-of-ways, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained by the Owner of all such Lots in a neat, attractive and presentable condition, even when such improvements are under construction. All Lots and adjacent right-of-ways shall be maintained in such a manner as to prevent their becoming unsightly by reason of weeds, underbrush or unattractive growth on such Lot or the accumulation of piles, rubbish, debris or unsightly object thereon; nor shall any rubbish, debris, or unsightly objects be dumped on any other Lot or any other adjoining property, or otherwise disposed of in any manner not consistent with applicable laws. Building materials shall not be stored on a Lot unless a structure is actively under construction. Trash, garbage or other waste material shall not be kept on any Lot except in sanitary containers with closed lids. Also, Lot Owners shall be responsible for periodic clean-ups on their respective Lots during the period the house is under construction to prevent their trash from blowing on other Lots or into the Common Areas and causing an unsightly situation for the Subdivision. In order to implement effective control, Declarant reserves for itself and its agents the right, after ten (10) days' notice to any Lot Owner, to enter upon any Lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing or cutting underbrush, weeds or other unsightly ground and trash which, in the opinion of Declarant, detracts from the overall beauty and safety of the Subdivision. Such entrance upon such Lot for such purposes shall only be between the hours of 7:00 AM and 6:00 PM on any day except Sunday and shall in no event be deemed a trespass. Declarant may charge the Lot Owner a reasonable cost for such services, plus an administrative fee equal to twenty-five percent (25%) of such costs, plus annual interest at a rate of the lesser of (i) eighteen percent (18%) (ii) the maximum rate of interest permitted by law, until paid and such charge shall constitute a lien upon said Lot enforceable by appropriate proceedings at law or in equity. The provisions of this Paragraph 8 shall not be construed as any obligation on the part of Declarant to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

9. Temporary Structures. No mobile homes, motor homes, campers and/or utility, boat, UTV/ATV or other trailers may be kept or stored on any Lot, even with a fully enclosed garage. Temporary structures may not be used as a residence.

10. Leasing Restrictions. No residence or other structure shall be leased by the Owner thereof for a term of less than twelve (12) months, and only one primary family per residence shall be allowed. No boarders or persons with similar living arrangements shall be permitted.

11. Parking and Driveways. Each Owner shall provide sufficient space for the parking of approved vehicles for the Owner's and the Owner's family's use and the use of Owner's guests in accordance with reasonable standards established by the Declarant. Excess parking shall be utilized for guests only and shall be available on a non-exclusive first come, first serve basis in the

location designated on the Subdivision Plat. No automobiles shall remain in the excess parking area for more than forty-eight (48) consecutive hours unless previously approved by the Board. Parking on the paved portions of any right-of-way not designated as a parking area within the Subdivision shall be prohibited at all times. The Declarant may impose a fine of up to \$100.00 for any violation of this prohibition for any part of any day. All vehicles violating this restriction may be removed by Declarant or its designated agent, and the Owner of the vehicle shall be responsible for all charges for towing and storing such vehicle.

12. Type and Size of Buildings. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family residence, which shall not be more than two (2) stories in height and shall have a habitable area, exclusive of basements, open porches and garages, for a total heated and cooled are of no less than 2,500 square feet and no more than 4,200 square feet. Outbuildings are prohibited, but detached garages may be erected if specifically approved in writing by the Declarant, including the location prior to construction. Each residence shall contain at least a two (2) car garage. Absent a written waiver from Declarant, no garage shall open onto any street, except in the case of a Lot with which Declarant specifically determines that relief from this prohibition is appropriate.

13. Utilities. All wired utilities must be provided underground. Septic tanks are prohibited. Each Owner assumes responsibility for activating electric, telephone, sanitary sewer, water, cable television and gas services and paying the appropriate utility providers the fees or charges required by such companies and to be bound by such agreements as those companies may require.

14. Securing Job Site in the Event of a Hurricane or Named Tropical Storm. In the event of any hurricane or named tropical storm appears to be imminent threat to Mobile County, then it shall be the Lot Owner and builder's responsibility to secure all port-o-let, equipment, lumber and other building and construction materials which may cause damage to the Subdivision, other Lots or residences within the Subdivision. Should the Lot Owner or builder fail or refuse to secure the same, the Lot Owner or builder shall be responsible for any and all damages which may occur as a result of such failure and shall hold the Declarant and the Association harmless for such damages.

15. Animals. Up to three (3) domestic animals are allowed per residence, but only dogs and cats (no other species). Animals may not be kept, bred or maintained for any commercial purposes or use. Any animal that the Declarant deems a nuisance, annoyance or danger to the Subdivision or any of its residents shall be removed by the Owner thereof immediately upon written notice. All animals must be kept under hand leash control and owners thereof shall be responsible for promptly removing any waste left in or on any part of the Subdivision, including, but not limited to, all rights-of-way, parking areas and Common Areas, by such animals.

16. Garbage Disposal. No Lot shall be used as a dumping ground for rubbish, and all debris and trash from clearing or construction must be immediately removed. Trash, garbage or other waste shall not be kept or stored except in sanitary containers with closed lids. All equipment for the storage or disposal of such material shall be kept in clean, sanitary condition and screened from view from the street(s) and other Lots. The Association shall contract for and pay for as part of fees assessed against each Lot by the Association for a private trash service to pickup trash from

each residence. Trash shall be taken to the curb of a Lot only the night before the regularly scheduled pick-up and removed from the street by the end of such day of pick-up.

17. Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any Lot, nor shall any oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon or within five hundred feet beneath the surface of any Lot.

18. Signs. No signs shall be erected or maintained on any Lot or the property of the Subdivision at any time by anyone, including without limitation, a Lot Owner, realtor, contractor or subcontractor, except for the following approved signs: (i) one (1) "For Sale" sign; (b) one (1) sign displayed by a builder during construction for a maximum of eighteen (18) months or until completion of the construction, whichever shall first occur; (iii) a sign which must be posted as a result of legal proceedings pursuant to a statute or court order; or (iv) a sign which has been specifically approved in writing by the Declarant. All "For Sale" signs, including realtor signs and builder display signs, shall be the official Subdivision sign which shall be designed by the Declarant and Declarant reserves the right to restrict the size, color, content, location, number and method of display of each approved sign. Signs must be placed parallel to the street and may not be displayed from the interior of any residence, building or other improvements so as to be visible from the exterior.

19. Transfer Fee. A transfer fee of \$500.00 shall be paid to the Association by the purchaser of any improved or unimproved Lot at each and every closing of any purchase, except that no such fee shall be owed for the conveyance of any Lot owned by Declarant.

20. Easements. All easements shown on the Subdivision Plat, including but not limited to, drainage easements are hereby adopted as a part of this Declaration and all Lots in the Subdivision shall be subject to such easements. Further, Declarant reserves an access easement over all of the Lots for purposes of facilitating development, maintenance and other legitimate purposes. Declarant reserves unto itself, its successors and assigns, the right and easement, but not the obligation, to construct, install, maintain, repair and replace power, gas, sewer, telephone and other utility lines, street lights, equipment and facilities and drainage ditches and natural drains, in, on, over and under the streets and roads and easements shown on the Subdivision Plat, and to construct, install, operate, maintain, repair and replace lights, walls, fences, shrubbery, bushes and trees and other decorative or screening improvements in, on, over and under the Subdivision included with the areas designated as fences, drainage and/or utility easements, if any, with full right of ingress and egress to and from said streets and roads and easements across adjoining property; and Declarant further reserves unto itself and its successors and assigns the right to contract generally with others for the doing of any and all such things and the right to grant unto others such easements, rights and privileges as the Declarant may deem necessary, appropriate or convenient in connection therewith. Any drainage, utility and/or access easements not maintained by any governmental authority or utility provider shall be maintained by the Association; provided, however, the owners of Lots burdened by any such easements shall be responsible for the routine maintenance (such as grass cutting) of the areas on said Lots that are subject to said easements. The Association shall automatically be granted such easements as are reasonably necessary to facilitate the discharge of any of the Association's responsibilities.

21. Flood Plain Lines; Flooding; Fill. Each Owner acknowledges that any flood plain lines shown on the Subdivision Plat are approximate. Each Owner acknowledges that Declarant is not responsible for or liable for any drainage, storm water discharge, flooding, etc. whether within or outside the confines of any Common Areas, easement areas, streets, Lots or elsewhere. Each Owner acknowledges that such Owner's Lot may have been filled by Declarant or others and agrees that, irrespective of whether such Owner's Lot has been filled in whole or in part, such Owner shall be responsible for determining the quality of soils on such Owner's Lot and the suitability thereof for construction and other intended purposes.

22. Owner's Association and Potential Additional Common Areas. Declarant has caused or will cause the formation of the Association. All owners of the Lots in the Subdivision shall be members of the Association. The Association shall be governed by a Board of Directors (the "Board"). Initially and during the period of Declarant Control as provided for in the Articles of Incorporation, the Association shall have two (2) Directors, all of whom shall be appointed by the Declarant. Following the period of Declarant Control, the Board shall consist of three (3) Directors elected by the Members.

23. Term. The provisions of this Declaration shall run with the land and shall be binding on all Lot Owners or upon all parties and persons claiming under or through them, each of whom shall, by virtue of his acceptance or acquisition of title or other interest, accept and agree to be bound by and to abide by all terms and provisions of this Declaration, all of which shall be and remain in full force and effect until March 31, 2032 which time, said Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by at least sixty percent (60%) of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part, prior to the expiration of then then pending ten (10) year term.

24. Violations. Any violation of the covenants and restrictions set forth herein shall not act as a cloud upon the title of the Lot concerned and title shall not be forfeited as a result of such violation.

25. Enforcement. If any person or persons shall violate or attempt to violate any of the covenants and/or restrictions contained herein, it shall be lawful for the Declarant or any party owning a Lot within the Subdivision to prosecute any proceedings at law or in equity against the violating person(s), either to prevent him or them from so doing or to recover damages for such violation and in the event that it is the Declarant who has filed legal action, it shall be entitled to receive an award of reasonable attorneys' fees for the successful prosecution of such action. The Declaration shall be under no obligation to enforce any of the restrictions contained herein, but in the event the Declarant shall choose not to enforce the same the Owner of any Lot in the Subdivision may, as an individual claimant, seek to enforce the same through any lawful means.

26. Changes and Reservations. Declarant reserves the right to make such changes to this Declaration (a) as Declarant may deem necessary in order to comply with or address a governmental regulation or similar directive or to meet any other requirement or limitation that binds the Declarant or the Subdivision, or (b) as do not materially and unreasonably adversely affect any lot that Declarant has already conveyed. Declarant also reserves the right to cause property to be withdrawn from the Subdivision and/or from the scope of this Declaration and to make such other changes to the Subdivision as do not alter the boundaries of any lot not still owned

by Declarant. Declarant and any entities permitted by Declarant may build and/or maintain any speculative homes in the Subdivision.

27. Notices. Any notice, request, demand, instruction or other communication provided for or given to Declarant pursuant to this Declaration shall be in writing and shall be served on the appropriate party by: (a) personal delivery to the address set forth below, in which case it shall be deemed delivered on the date of delivery to the addressee; (b) registered or certified mail, return receipt requested, to the address set forth below, in which case it shall be deemed delivered the date upon which it is deposited in the U.S. Mail; or (c) depositing with a nationally-recognized overnight courier, for delivery to the address set forth below, in which case it shall be deemed delivered one (1) business day after deposit with such courier for next day delivery; addressed as set forth below:

Canterbury Park Development
c/o IMG Investments, LLC
118 N. Royal Street, Suite 700
Mobile, AL 36602
Attn: Richard D. Inge

The address listed herein may be changed by written notice to the Lot Owners; provided, however, that no notice of a change of address shall be effective until date of delivery of such notice.

28. Third Party Beneficiaries. The provisions of this Declaration are only for the exclusive benefit of Declarant and the Owner of any Lot, and successors and assigns to the extent provided herein, and not for the benefit of any other third Person.

29. Severability. In the event any term, condition, provision, section, paragraph, sentence, clause, phrase or word contained in this Declaration, or the application thereof in any circumstances, is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the validity and enforceability of the remainder of this Declaration, and the application of any such any term, condition, provision, section, paragraph, sentence, clause, phrase or word in other circumstances, shall not be affected thereby. A court of competent jurisdiction shall be vested with the full right and authority to reform (to the limited extent necessary) any terms of this Declaration to otherwise cause the remaining portions hereof to be enforceable to the maximum extent permitted by law.

30. Amendment. Any or all of the provisions of this Declaration may be annulled, amended or modified at any time by an instrument executed by the Owners of not less than sixty percent (60%) of the Lots of the Subdivision, which said instrument shall be acknowledged by each such Owner signing the same and shall be filed for record in the Office of the Judge of Probate of Mobile County, Alabama, provided that no amendment shall place an additional burden or restriction or requirement on any Lot the Owner of which does not join in said amending instrument and provided further that no amendment shall be valid without the prior written consent of Declarant if Declarant still owns any Lot in the Subdivision subject to this Declaration. Declarant reserves the right to amend or modify this Declaration for and during the Period of Developer Control.

31. Governing Law. This Declaration and the rights and obligations of the Declarant hereto and the other Person's affected by this Declaration, shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

32. Time is of the Essence. It is expressly agreed by the Declarant hereto that time is of the essence with respect to this Declaration and any aspect thereof.

SCHEDULE OF EXHIBITS:

Exhibit A: Subdivision Plat

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Declarant has executed this Declaration to be effective as of the Effective Date.

DECLARANT:

IMG INVESTMENTS, LLC,
an Alabama limited liability company

By: _____

STATE OF ALABAMA)
) ss.
COUNTY OF MOBILE)

ACKNOWLEDGMENT

This instrument was acknowledged before me on _____, 2021, by _____, in his capacity as _____ of IMG Investments, LLC, an Alabama limited liability company, on behalf of said limited liability company.

WITNESS my hand and seal on the ____ day of _____, 2022.

Notary Public

My Commission Expires:

(S E A L)

PREPARED BY AND WHEN RECORDED RETURN TO:

KMG LAW, LLC
Kara M. Garstecki
118 N. Royal Street, Suite 709
Mobile, Alabama 36602
Attn: Kara M. Garstecki

EXHIBIT A
Subdivision