BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 12/15/2021 2:44 PM
TOTAL $ 43.00
11 Pages

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**STATE OF ALABAMA**
**COUNTY OF BALDWIN**

# DECLARATION OF RESTRICTIONS AND COVENANTS OF OAKS OF CAMBRON

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Restrictions and Covenants is made, adopted, published and declared this the 15th day of December, 2021, by JTCG INVESTMENTS, L.L.C. an Alabama limited liability company ("Developer" and Declarant").

## RECITALS

Developer owns that certain real property consisting of Lots 1 through 20 as shown on that certain subdivision plat ("the Plat") for OAKS OF CAMBRON recorded at Slide of the records of the Office of the Judge of Probate of Baldwin County, Alabama. Intending to form a residential community ("the Community") known as OAKS OF CAMBRON, Developer desires to place certain restrictions, covenants, conditions and reservations upon the Lots in accordance with a general scheme or plan in order (a) to protect the owners of each Lot against improper use of surrounding Lots as will depreciate the value of their Lots, (b) to preserve, as far as practicable, the natural beauty of each Lot, (c) to ensure the creation of attractive, well designed, properly proportioned and appropriate homes of suitable materials with appropriate locations on said lots, (d) to ensure proper building setbacks from street and lot lines, (e) to provide adequate free space between structures, and (f) in general, to assure the best and most appropriate development and improvement of each Lot thereon.

**NOW THEREFORE**, Developer does hereby impose the following protective restrictions, covenants, conditions, and reservation:

1. **RESIDENTIAL USE ONLY:** All Lots shall be known and described as single-family residential lots. No lot may be improved, used or occupied for other than private residence purposes, and no flat, duplex, apartment house, group apartment, or condominium, though intended for residential purposes, may be erected thereon.

2. **ARCHITECTURAL REVIEW:** No building or any other improvement, including without limitation, any fence, pool, or any other device or article attached to the ground or to any building shall be erected, placed or altered on, or attached to, any lot until such building or other improvement shall

be approved in writing by the Architectural Review Board (the "ARB").

(a) So long as Developer owns at least one (1) Lot, some or all of the authority of the ARB may, at Developer's option, be exercised exclusively by the Developer. After Developer relinquishes such authority by a written statement recorded in the Baldwin County Probate Court records, or whenever Developer ceases to own any Lot, the ARB shall consist of four (4) members appointed, removed, replaced, etc. by the Association's Board of Directors. The members of the ARB shall serve without compensation. Any affirmative action by the ARB shall require the unanimous written consent of all the persons then serving on the ARB.

b) To request approval from the ARB, the requesting party must submit the following to the ARB: Two complete sets of final building or construction plans, specifications, and plot plans showing the location of each building, fence, wall and any other improvement, private road, driveway (in this case also showing the course, width of same and curb cut), pool, and all other proposed structures. Said plans shall be prepared by a qualified architect, engineer, or draftsperson, duly licensed to do business in Mobile or Baldwin County, State of Alabama, and such person shall be qualified to draw home plans. 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 structure, and (iii) the habitable area square footage. Approval, which shall be given or withheld or conditionally given in the ARB's good faith judgment, 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 on the Tract, and the quality and attractiveness of the proposed improvements. The ARB review shall be limited to outward appearance only and shall not include any 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.

c) Notwithstanding the foregoing, prior to the submission of complete plans, the Lot owner shall submit for preliminary review conceptual exterior elevations to the ARB. No builder shall be allowed to build any residence or other improvement unless this building has been approved by the ARB in advance.

d) All proposed building or construction plans, specifications, plot plans or related data, drawings or requests for approval shall be submitted to the following address: 31808 Wildflower Trail, Spanish Fort, Alabama 36527, unless and until the ARB shall designate a different agent or depository.

e) The ARB may from time to time retain the services of an architect or draftsperson to review any proposed plans for the ARB, and if the ARB elects to retain such services for the proposed plans submitted as to any Lot, then the owner of such Lot shall be responsible for and shall pay upon demand such consultant's fees, not to exceed $500.00 per lot.

f) The ARB approval shall be required for all exterior materials and colors, including doors and windows, ceiling height, elevations, placement of heating and air conditioning equipment, placement of power boxes, location of buildings, outbuildings, and driveways, and direction the house faces the street and surrounding homes.

g) The following conditions apply:

i) Exterior Color: Houses and other buildings must be painted or otherwise colored, except where finished with brick approved by the ARB. All proposed colors to be applied to the exterior of any structure must be submitted to the ARB for approval. Any color that is not deemed by the ARB as compatible with the Community shall not be approved.

ii) Exterior Materials: Brick, stucco, fiber cement, and wood are allowed. Other materials

and styles may be approved by the ARB in one or more instances if, in its sole discretion, these materials and/or styles are deemed compatible with the Community and any existing and/or contemplated improvements within the Community. Vinyl siding is not allowed.

iii) Windows and Doors: Solid wood units, aluminum clad wood window units, vinyl clad wood window units, and other vinyl units as the ARB may deem acceptable are allowed; other window types may from time to time be approved by the ARB. All interior and exterior doors shall be a minimum of 8' in height.

iv) Ceiling Height: The minimum ceiling height of the first floor of each residence shall be ten feet (10').

v) Elevation: First floor elevation at the front of any house must be a minimum of twenty inches (20") off finished grade on any lot, unless specific written approval is given by the ARB for a variation from the above required elevations.

vi) Driveways: All driveways shall be paved with concrete, asphalt, or material acceptable to the ARB in any specific instance.

vii) Roof Pitch: Without the ARB's prior written consent, no roof pitch shall be less than eight inches (8") in a twelve inch (12") run. Roof materials shall be subject to the approval of the ARB.

viii) Chimneys: There shall be no exposed pipes for, or at, the chimneys, 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 ARB to use some other type of material. If a fireplace consists only of gas fire logs, then the ARB may approve a painted black stack in lieu of a traditional chimney.

ix) Concealment of Equipment: No air-conditioning or heating unit, blower, tower, condenser, water well, garbage can, wood pile, storage pile or other equipment or apparatus shall be erected, placed, constructed, operated, or permitted to remain on any Lot unless adequately concealed from view from any adjacent Lot or street by a hedge planting or other enclosure in conformity with the general architecture of the main structure and approved by the ARB.

x) Outdoor Lighting: No mercury vapor lights, or other outside lights shall be permitted on any Lot without the prior written approval of the ARB. The ARB approval of any outside lighting may be withdrawn if the ARB determines that the lighting is or becomes a nuisance. No floodlights or permanent lighting may be directed toward any street or any other Lot. One of the elements that may be considered by the ARB is the height of any proposed lighting.

xi) Swimming Pools: No swimming pools shall be constructed, altered or maintained upon any Lot without the prior written approval of the ARB 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 county and state authorities. Swimming pools shall be fenced if required by building codes and their location approved by the ARB. No swimming pool will be allowed between the house and street; pools may not be enclosed or covered.

xii) Landscaping: Landscaping shall be installed and maintained in accordance with landscaping requirements to be promulgated by the ARB. The landscape plan must be approved by the ARB prior to any site disturbance. The landscape plan shall indicate the proposed type, location, size and quantity of all plant materials to be planted on the lot. The owner must faithfully execute the landscape plan as submitted to and approved by the ARB within thirty (30) days of obtaining a CO from the City unless an

extension is granted by the ARB. If the owners should fail to faithfully execute the landscape plan, the ASSOCIATION shall have the right to enter into a contract with a third party for the execution of the landscape plan as approved, and the cost thereof shall be a binding, personal obligation of the owner when billed by the ASSOCIATION as well as a lien upon the lot in question.

xiii) Satellite dish: No satellite disc or dish or other type of television or electronic device shall be installed in any front yard; one (1) meter diameter or smaller dishes are allowed in areas approved by the ARB. Larger discs or dishes are not allowed.

xiv) Garage: Each dwelling shall contain at least a two (2)-car garage. Without explicit ARB approval, no garage will open to the front.

xv) Barns: A detached, enclosed structure with at least an 800 square foot footprint.

h) The quality and attractiveness of every improvement must meet the standards of the ARB. The ARB is hereby granted broad discretion in judging the compatibility, quality, attractiveness, and compliance of the proposed improvements with this Declaration. The ARB 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 ARB's sole discretion, for aesthetic or other reasons, 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 building, 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 surroundings and the effect of the building, other structure or landscape as planned, on the other Lots within the Community. Each person that acquires any lot or any interest therein, and such person's heirs, successors and assigns shall abide by the decision of the ARB in all cases in which the ARB's approval is required in this Declaration.

i) If the ARB fails to approve or disapprove any submitted plans and specifications containing all required information or other requested information within thirty (30) days after said plans and specifications and other requested information has been submitted to the ARB and then fails to give approval or disapproval within fifteen (15) days after the ARB receives written notice that the first thirty (30) days had elapsed, such approval shall not be required. If any plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting Lot owner by hand delivery to such owner or by depositing same in the U. S. Mail, properly addressed and postage prepaid.

j) The approval of the ARB of any plan, specifications or drawings or any materials accompanying same for matters requiring approval by the ARB shall not be deemed a waiver of, or create any right of estoppel against, the ARB's right to withhold approval of any similar plan, drawing, specification or materials subsequently submitted for approval.

k) Neither the ARB nor any member thereof shall be liable to any Lot owner 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 pursuant to approved materials; (iii) the development of the Lot; (iv) the structural capacity or safety features of any proposed improvements; (v) whether or not the location of the proposed improvement on the building site 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 Community; (vi) soil erosion causing sliding conditions; or (vii) any decision made or action taken or omitted to be taken under the authority of this Declaration.

l) Upon such terms and conditions as the ARB may elect, the ARB 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 ARB may prescribe and shall affirmatively show, to the ARB's satisfaction, that the application of such requirements, under the circumstances, creates unnecessary or undue hardships or that its modification or waiver is not materially inconsistent with the scheme of development.

m) With respect to all matters which are, by the terms of this instrument, to be decided by the ARB, the decision of the ARB shall be final and binding on all parties. No changes or deviations in or from any approved plans or specifications shall be made without the prior written consent of the ARB.

n) Nothing in this Declaration shall relieve, or be interpreted as purporting to relieve, any owner from also securing such 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 on any lot, and the ARB may require that a copy of such approvals, certificates, or permits be provided to the ARB as a final condition to any approval, or as additional assurance to the ARB that the proposed activity or construction and uses meet governmental requirements, or for both such purposes.

3. **CONSTRUCTION PERIOD/RECONSTRUCTION:** Each dwelling must be completed within twelve (12) months from the date when construction begins. If the construction of any dwelling is not completed within such twelve (12) month period, then the Owner shall promptly remove such partially-constructed dwelling at the Owner's expense; provided, however, that the ARB may, when it in its absolute discretion deems it is reasonable to do so, extend the construction completion deadline for one (1) or two (2) periods of up to ninety (90) days each. Any building or other 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 these Restrictions or demolished within a reasonable period of time and the Lot on which such was located restored to an orderly and attractive condition. Barns can be habitable for up to twelve (12) months while a permanent residence on the lot is under active construction. The twelve month (12) permanent residence construction time begins when the barn is completed and inhabited.

4. **PRESERVATION OF TREES:** No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any lot without the express written authorization of the ARB. The recorded plat of the subdivision may designate certain areas as open spaces including but not limited to pastures. In order to protect the natural beauty of the vegetation and topography of the said open spaces, written approval of the ARB is hereby required for the removal, reduction, cutting down, excavation, filling, or alteration of any topographic and vegetation characteristics. The ARB, in its discretion, may adopt and promulgate rules and regulations regarding the said open spaces and, in general, the preservation of trees and other natural resources and wildlife within the Community and the lots within the Community. If it shall deem it appropriate, the ARB may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this section, the Declarant, the Association and the ARB and the respective agents of each may come upon any lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither the Association, nor the ARB, nor Declarant, nor their respective agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

5. **GOVERNMENTAL PERMITS:** Each Owner shall be responsible for obtaining any and all governmental permits, approvals, etc. required for construction on such Owner's Lot. Without limiting the foregoing, if required, each Owner shall obtain a National Pollutant Discharge Elimination System Permit ("the NPDES Permit") relating 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 or other land- disturbance activity on such Lot, be responsible for taking such measures as are

required by the NPDES Permit 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. Included in such measures is the use of silt fences, staked hay bale rows, netting or mesh, rock filter check dams, etc. If necessary, small catch basins should be constructed to control sediment run-off. Immediate measures to control erosion include applying hay mulch, seeding with temporary grass mix, hydro-seeding, reducing slopes, netting or mesh, cover with gravel or rock, etc. Long-term measures such as proper grading and permanent revegetation should be done as soon as possible. Should the Alabama Department of Environmental Management or other authorities 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 payment of such fine and/or the implementation of such correction action.

6. **BUILDING LOCATION:** All buildings on any Lot must be located within the setbacks line for such Lot as shown on the Plat and in such specific location and with such orientation as are approved by the ARB. The building location must also comply with any applicable zoning ordinances unless a special exception is obtained from the appropriate governmental agency and approved by the ARB.

7. **TYPE AND SIZE OF BUILDINGS:** No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, which shall be not more than two and one-half stories in height and shall have habitable area, exclusive of basements, open porches and garages, of at least 2,500 square feet for a single story residence, 2,800 square feet for a one and a half story residence, and 3,000 square foot for a two story residence, with at least 1,800 square feet on the ground floor if the residence is more than one story in height. A single detached attractive barn, or other outbuilding with a minimum of 800 square foot footprint may be erected or permitted in any case in which the ARB shall grant its written approval of such barn or other building, including the location (which must comply with applicable construction setback areas) and design, color, and materials of said outbuilding prior to construction; an additional unenclosed area is allowed if connected to the barn or outbuilding, has a concrete floor, and is covered with a shed-type roof not exceeding an 18 foot width. Except as provided herein, a barn or other outbuilding may not be used as a permanent residence and may not be rented as a residence or otherwise. An attractive gazebo, treehouse, or outdoor cooking area having architectural compatibility with the residence may be allowed by the ARB as well. An unlighted single tennis court will be allowed on each lot with ARB approval required as to its siting, fencing, and materials. Any basketball area should be incorporated into the garage, home, barn or outdoor building area and must not be located in front of, or, to the side of the residence.

8. **UTILITIES:** All wired utilities must be provided underground. Water wells are permitted subject to the Board of Health regulations and applicable laws. Each owner assumes responsibility for activating electric, telephone, sanitary sewer, water, cable television (if available), and gas services (if available) and paying the appropriate utility companies the fees or charges required by such companies and to sign and be bound by such agreements as such companies may require.

9. **RESUBDIVISION:** No Lot may be resubdivided, except that with the ARB's prior written consent, two (2) Lots shall be may be combined into a single lot, or three (3) Lots may be divided into two (2) Lots as long as no resulting Lot is smaller than the original Lot.

10. **OFFENSIVE ACTIVITIES, ETC.:** No commercial, noxious, hazardous, annoying or nuisance creating activity may be carried on within any lot. 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, gill net, or other fishing, shrimping equipment or paraphernalia shall be dried, kept, or maintained on any lot in such a location or manner as to be visible from any street or any lot. No rifles or handguns may be discharged upon any part of the Community for any purpose.

11. **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. They shall be maintained in such 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 objects thereon; nor shall any such rubbish, debris, or unsightly objects be dumped on any other lot or on any 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 under construction. Trash, garbage or other waste material shall not be kept on any lot except in sanitary containers. 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 onto other Lots and causing an unsightly situation for the neighborhood. In order to implement effective control, the Association may, after ten (10) days' notice to any lot owner, enter upon any residential lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which, in the opinion of the ARB, detracts from the overall beauty or safety of the Community. Such entrance upon such property for such purposes shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday and shall not be a trespass. The Association may charge the lot owner a reasonable cost for such services, plus interest at the annual rate of 12% until paid, if not paid within 30 days, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity.

12. **TRAILER, MOBILE HOME, ETC.:** No trailer, mobile home, tent, shack, garage, barn, or other outbuilding erected on any lot shall at any time be used as permanent residence. See Section 3 concerning temporary residence. Subject to receiving specific written approval from the ARB, motor homes, campers, boats, and/or trailers may be kept on the premises only if kept either within a fully enclosed garage, barn or outbuilding or under a covered shed type roof attached to a barn meeting the requirements of this Declaration.

13. **ANIMALS:** Lot owners may keep no more than one horse per four (4) acres of property on any Lot that measures eight (8) acres or more only. Lot owners may keep no more than six egg-laying hens per Lot. Roosters shall not be allowed. Notwithstanding the foregoing, no other animals or livestock of any kind shall be raised, bred, harbored or kept on any lot except that the owner may keep domesticated household pets. Up to three (3) dogs and up to three (3) cats may be kept by each Lot Owner, provided they are not kept, bred or maintained for any commercial purpose or use and are not a nuisance, annoyance or danger to the Community. If any such animal does cause or create a nuisance or an unreasonable disturbance, said animal shall be permanently removed from the Community within three (3) days from the day the Owner receives the written notice from the Board of Directors of the Association. The owner of any such animal must at all times maintain hand leash and immediate control over such Owner's animal or keep such animal enclosed in a fence. The owner of any animal shall be liable for any and all damage or injury caused by such animal or pet to any part of the Community, to the animals of any other occupant, or to any person.

14. **GARBAGE DISPOSAL CONTAINERS AND EQUIPMENT:** 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 except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition. Burning of debris from lot clearing is allowed during or prior to residence construction if conducted in accordance with applicable County and municipal regulations and carried out so as not to cause a nuisance or other injury to any other Owner or such Owner's property. No other burning of debris, limbs, leaves, etc. is allowed.

15. **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 oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within five hundred feet (500') beneath the surface of any lot. No derrick or other structure designed for use in boring for oil or natural

gas shall be erected, maintained, or permitted upon any lot.

16. **PONDS/LAKES:** No pond or lake is allowed on any Lot without ARB approval.

17. **SIGNS:** No signs shall be erected or maintained on any Lot at any time by anyone, including without limitation, an Owner, realtor, contractor, or subcontractor, except the following approved signs: (1) one "For Sale" or "For Rent" sign; (2) one sign for a contractor displayed during construction for a maximum of twelve (12) months or until completion of construction, whichever shall first occur; (3) a sign which must be posted as a result of legal proceedings pursuant to a statute or court order; or (4) a sign which has been specifically approved in writing by the ARB. The ARB reserves the right to restrict the size, color, content, location, number and method of display of each approved sign. All approved signs shall not exceed three (3) square feet in size and shall have a white background with black lettering. All "For Sale" or "For Rent" signs shall contain only the Lot number, real estate company (or individual agent if desired) and telephone number. All contractor signs shall contain only the Lot number, name of Owner, the general contractor, and telephone number. Signs must be placed parallel to the street and may not be displayed from the interior of any residence, or other improvement so as to be visible from the exterior. The foregoing shall not prohibit the installation and maintenance of a sign approved by the ARB identifying the Community.

18. **FENCES, WALLS, AND HEDGES:** No fence, wall, or hedge having the effect of a fence or wall shall be built without the ARB's prior written consent. All fences or walls shall be iron, black aluminum, wooden (split rail or picket), brick or stone. No privacy fences, chain link, or barbed wire are allowed. Fence specifications acceptable to the ARB may vary according to whether a proposed fence is for a pool, courtyard, exterior boundaries, etc. Fences must not extend nearer to the street than the front plane of the residence under any circumstance. Any fence built must be maintained in a good and attractive condition by the owner thereof.

19. **MAILBOXES:** Mailboxes in the Community shall be of uniform design and conform to standards promulgated by the ARB. The actual cost of providing, erecting and maintaining a mailbox, including ARB approved numbering or lettering, shall be paid by the Lot Owner. The ARB shall have the right to designate the location of all mailboxes.

20. **EASEMENTS**: The Association shall have such easements throughout the Community as are reasonably necessary to carry out its duties as established by this Declaration.

21. **ASSOCIATION:** Oaks of Cambron Owners Association (the "Association") is hereby established as an Alabama unincorporated nonprofit association. The affairs of the Association shall be managed by a Board of Directors as provided in the Bylaws for the Association attached to this Declaration as Exhibit "A" and as amended from time to time. All Owners of Lots 1 through 20 shall be members of the Association. Membership shall be appurtenant to and may not be separated from ownership of such Lots. The Association shall have one (1) class of voting membership, with each Lot having one (1) vote. The Association shall regulate the Community, through the adoption and publication of reasonable rules and regulations, shall maintain any Community signage, and shall contribute to the cost of the street lights.

22. **COVENANT FOR MAINTENANCE ASSESSMENTS:**

(A) Creation of the Lien and Personal Obligation of Assessments. Each Owner of any of the Lots, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal

obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

(B) Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the discharge of the Association's duties under this Declaration.

(C) Annual Assessment. The fiscal year of the Association shall be a calendar year. The Board shall adopt a budget for each calendar year. Assessments for common expenses shall be made based on said budget. Assessments shall be collected by the Association on an annual basis as follows: On or before the last day of January the fiscal year. The initial Annual Assessment is $500.00 per lot. The Board may adopt an annual budget from time to time with an Annual Assessment greater or less than $500.00 per lot. If the Board shall not approve an annual budget or shall fail to determine a new Annual Assessment for any year, or shall be delayed in doing so, each Owner shall continue to pay the amount of his Annual Assessment as last determined. No Owner shall be relieved of his obligation to pay his Assessment by abandonment of his or her Lot or lack of use of the Common Areas.

(D) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital nature in connection with the common areas, provided that any such assessment shall have the assent of the members representing two-thirds (2/3) of the votes present in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of taking any action authorized under this subparagraph shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. Members owning at least four (4) of the Lots shall constitute a quorum.

(E) Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

(F) Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property. All costs, including a reasonable attorney's fees, incurred by the Association in attempting to collect assessments and interest shall be added to the amount of such assessment and paid by the Owner.

23. **AMENDMENT OR MODIFICATION OF RESTRICTIONS:** Any or all of the provisions in this Declaration, except the power and authority of the initial ARB, may be annulled, amended, or modified at any time by an instrument executed by the owner or owners of Lots comprising not less than eighty percent (80%) of the votes held by the owners of the Lots, which said instrument shall be acknowledged by each such owner signing same and shall be filed for record in the office of the Judge of Probate of Baldwin County, Alabama, provided, that no amendment shall place an additional burden or restriction or requirement on any lot in the Community the owner of which does not join in said amending instrument, and provided, however, no amendment that fundamentally changes the nature of the Community shall be effective unless approved in writing by the owners of all of the Lots and provided, further, as long as Developer owns at least one Lot, no amendment shall be valid unless approved in writing

by the Developer. Additionally, as long as Developer owns at least one (1) Lot, Developer may unilaterally amend this Declaration provided no such amendment shall add any restriction on any Lot not then owned by Developer.

24. **TERM:** The herein stated provisions 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 instrument, all of which shall be and remain in full force and effect until January 1, 2067, after which time said Restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the owner or owners of Lots comprising not less than eighty percent (80%) of the votes held by the owners of all of the Lots, agreeing to change said covenants in whole or in part, prior to January 1, 2067, or prior to the then pending ten (10) year term, as the case may be.

25. **VIOLATIONS:** Any violation of these covenants shall not act as a cloud upon the title of the property concerned and title shall not be forfeited as a result of such violation.

26. **ENFORCEMENT:** If any person or persons shall violate or attempt to violate any of this Declaration of Restrictions and Covenants, it shall be lawful for the Developer, ARB, the Association, or any Lot Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any provision herein, either to prevent him or them from so doing or to recover damages for such violation. Developer, the Association and the ARB shall be entitled to reimburse from Owner for all costs, including a reasonable attorney's fee, incurred by the Association in its enforcement of this Declaration of Restrictions and Covenants as against said Owner.

27. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall be and remain in full force and effect.

**IN WITNESS WHEREOF**, Developer has caused this instrument to be executed as of the day and year first above written.

**JTCG INVESTMENTS, L.L.C.**

By: _____

_____, as Manager

**STATE OF ALABAMA**
**COUNTY OF BALDWIN**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Wanda LaCoste, whose name as the Manager of **JTCG INVESTMENTS, L.L.C.**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said company.

GIVEN under my hand this the 15th day of December, 2021.

WANDA LACOSTE NOTARY PUBLIC ALABAMA STATE AT LARGE

Wanda LaCoste
NOTARY PUBLIC
Print Name: Wanda LaCoste
My Commission Expires: 2-04-2025

# Exhibit "A" to the
# Declaration of Restrictions and Covenants of
# OAKS OF CAMBRON

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