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BALDWIN COUNTY, ALABAMA
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STATE OF ALABAMA:
COUNTY OF BALDWIN:

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

OF

ADELINE ESTATES SUBDIVISION

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Declaration") is made this 12th day of March, 2024, by GULF COAST COMMUNITY DEVELOPMENT SERVICES, LLC, an Alabama limited liability company ("Declarant", as further defined below).

WITNESSETH:

WHEREAS, Declarant owns twenty-one (21) adjacent parcels of real property located in Baldwin County, Alabama, as more specifically described on Exhibit "A" hereto (individually, a "Lot", and collectively the "Lots"), and referred to herein as Adeline Estates Subdivision (the "Subdivision").

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, all of the Lots shall be held, sold and conveyed by the Owners subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Lots (hereinafter defined) and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

ARTICLE ONE
GENERAL PROVISIONS

1.01 Restrictive Covenants and Easements Running with the Land. The use of the Lots shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants and/or easements, as applicable, running with the land and with the title to each and every Lot and shall be binding upon all Owners and other persons having interests therein and upon their heirs, personal representatives, successors, grantees and assigns.

1.02 Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

1.03 Definitions. The following terms, when capitalized herein, shall have the meaning set forth in this Section 1.03:

- (a) "Architectural Review Committee" means the Architectural Review Committee as established in accordance with the Section 3.01 herein.
- (b) "Benefitted Owner" means (i) with respect to Driveway Easement #1, the Owners of Lots 15, 16 and 17 as shown on the Plat of the Subdivision; (ii) with respect to Driveway Easement #2, the Owners of Lots 13, 14 and 18 as shown on the Plat of the Subdivision; (iii) with respect to Driveway Easement #3, the owners of Lots 11, 12 and 19; and (iv) with respect to Driveway Easement #4, the Owners of Lots 20 and 21 as shown on the Plat of the Subdivision.
- (c) "Builder" means any commercial home builder or contractor who owns one or more Lots in the Subdivision and is in the business of constructing residential structures to sell to owner-occupants.
- (d) "Declarant" means Gulf Coast Community Development Services, LLC, an Alabama limited liability company, its successors and assigns which expressly are assigned and assume the Declarant's rights as "Declarant" hereunder.
- (e) "Driveway" means a driveway that is to be constructed and installed in accordance with Section 2.09 (a) Section 2.09 (b), Section 2.09 (c) and Section 2.09 (d) hereof to provide pedestrian and vehicular access to and from either State Highway 104 or Sedlack Road and two or more Lots.
- (f) "House" or "Home" means any single family dwelling unit situated upon a Lot.
- (g) "Lot" means each and every numbered lot shown on the Plat of Subdivision.
- (h) "Maintaining Owner" means a Benefitted Owner performing maintenance of the Driveway that benefits the Lot of such Benefitted Owner in accordance with Article Two hereof.
- (i) "Maintenance Share" means (i) with respect to Driveway Easement #1, one-third (1/3) for each of the Owners of Lots 15, 16 and 17; (ii) with respect to Driveway Easement #2, one-third (1/3) for each of the Owners of Lots 13, 14 and 18; (iii) with respect to Driveway Easement #3, one-third (1/3) for each of the Owners of Lots 11, 12 and 19; and (iv) with respect to Driveway Easement #4, one-half (1/2) for each of the Owners of Lots 20 and 21.

- (j) “Mortgagee” means a holder or beneficiary of any mortgage, deed of trust, deed with vendor’s lien reserved, or any other form of instrument used for the purpose of encumbering or conveying real property as security for payment or satisfaction of any obligation.
- (k) “Owner” means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.
- (l) “Person” means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.
- (m) “Plat of Subdivision” has the meaning ascribed to such term hereinabove.
- (n) “Subdivision” means Adeline Estates, a subdivision as shown on the Plat of Subdivision.
- (o) “Turnover” means the earlier to occur of (i) Declarant relinquishing its rights as the “Declarant” hereunder in a written instrument recorded in the real property records of Baldwin County, Alabama; (ii) three (3) months after one hundred percent (100%) of the lots in the Subdivision, have been conveyed to persons other than Declarant or Declarant’s successors or assigns or (iii) December 31, 2034; provided , however, that in the event of a conflict between Alabama law and the foregoing, the applicable Alabama law shall control.

ARTICLE TWO
COMMON DRIVEWAY EASEMENTS

2.01 Common Driveway Easements.

(a) Easement for Common Driveway for Lots 15, 16 and 17. A perpetual, non-exclusive easement is hereby reserved over and across that certain portion of Lot 17 labeled as “40’ COMMON DRIVEWAY EASEMENT” on the Plat of the Subdivision (“Driveway Easement #1”). Each Benefitted Owner shall have the right to construct, install, maintain, repair and/or replace (as applicable) a Driveway over and across all or any portion of Driveway Easement #1 for use as a driveway to provide pedestrian and vehicular ingress and egress to and from Lots 15, 16 and 17 and State Highway 104.

(b) Easement for Common Driveway for Lots 13, 14 and 18. A perpetual, non-exclusive easement is hereby reserved over and across the following described portions of Lot 18 labeled as “40’ COMMON DRIVEWAY AND UTILITY EASEMENT” on the Plat of the Subdivision (“Driveway Easement #2”). Each Benefitted Owner shall have the right to construct, install, maintain, repair and/or replace (as applicable) a Driveway over and across all or any portion of Driveway Easement #2 for use as a driveway to provide pedestrian and vehicular ingress and egress to and from Lots 15, 16 and 17 and State Highway 104.

(c) Easement for Common Driveway for Lots 11, 12 and 19. A perpetual, non-exclusive easement is hereby reserved over and across the following described portions of Lot 19 labeled as "40' COMMON DRIVEWAY EASEMENT" on the Plat of the Subdivision ("Driveway Easement #3"). Each Benefitted Owner shall have the right to construct, install, maintain, repair and/or replace (as applicable) a Driveway over and across all or any portion of Driveway Easement #3 for use as a driveway to provide pedestrian and vehicular ingress and egress to and from Lots 11, 12 and 19 and State Highway 104.

(d) Easement for Common Driveway for Lots 20 and 21. A perpetual, non-exclusive easement is hereby reserved over and across the following described portions of Lots 20 and 21 labeled as "40' COMMON DRIVEWAY AND UTILITY EASEMENT" on the Plat of the Subdivision ("Driveway Easement #4"). Each Benefitted Owner shall have the right to construct, install, maintain, repair and/or replace (as applicable) a Driveway over and across all or any portion of Driveway Easement #4 for use as a driveway to provide pedestrian and vehicular ingress and egress to and from Lots 20 and 21 and Sedlack Road.

2.02 Maintenance of Driveway Easements. Each Benefitted Owner shall have the right to perform, or cause to be performed, any reasonably necessary maintenance, repair and/or replacement of the Driveway that serves the Lot of such Benefitted Owner. To the extent a Benefitted Owner engages a contractor to perform such work, such Benefitted Owner shall only use contractors that are licensed in accordance with applicable law. Any Maintaining Owner performing any repair and/or maintenance work with respect to a Driveway shall perform such work using the same materials that are then currently incorporated into the Driveway (i.e., a concrete Driveway cannot be repaired with asphalt).

2.03 Contribution Rights for Maintenance Expenses. Unless and until a Benefitted Owner commences construction of a House upon such Benefitted Owner's Lot, such Benefitted Owner shall have no responsibility to maintain any Driveway or contribute to the maintenance expenses associated with any Driveway. Except as provided in the foregoing sentence to the contrary, each Benefitted Owner shall pay to a Maintaining Owner the Maintenance Share of such Benefitted Owner for any maintenance, repair or replacement work performed with respect to the Driveway that benefits such Benefitted Owner's Lot within thirty (30) days of a receipt therefor.

2.04 Payment Documentation; Interest. Any Owner seeking payment from another Owner under this Article Two shall, at the time of submission of an invoice for such payment, provide to the Owner from whom payment is sought invoices, evidence of payment and such other written documentation as is reasonably necessary to document the amount of the payment sought. If an Owner fails to pay to another Owner an amount properly invoiced in accordance with this Article Two by the due date therefor, interest shall thereafter accrue at the rate of twelve percent (12%) per annum, but compounded on an annual basis, on such past due amounts, and the Owner to whom payment is due may pursue any available legal remedies or alternatives to collect any outstanding reimbursements due under this Article Two. In the event an Owner successfully pursues collection of any such invoiced amount, such Owner shall be entitled to recover from the non-paying Owner all costs of collection, including, without limitation, reasonable attorneys' fees.

2.05 Damage to Driveway Easements. Notwithstanding anything contained in this Article Two to the contrary, if any Owner or any tenant, invitee or guest of such Owner damages (where such damage results other than in the normal course of use of the Driveway), destroys, or in any way impairs a Driveway (a "Damaging Owner"), any one or more of the Benefitted Owners with respect to such damaged Driveway may (a) require the Damaging Owner to restore, at the Damaging Owner's sole cost and expense, the Driveway to its original quality and condition; or (b) restore the Driveway and invoice the Damaging Owner for such Benefitted Owner's costs incurred in connection with restoring the damaged portion of the Driveway, whereupon the Damaging Owner shall pay such costs to such Benefitted Owner within fifteen (15) days of receipt of an invoice for such costs.

2.06 Commencement of Construction. For purposes of this Article Two, a Benefitted Owner shall be deemed to have commenced construction of a House on such Benefitted Owner's Lot when such Benefitted Owner obtains a building permit from the applicable governmental authority for the construction of such House.

ARTICLE THREE **ARCHITECTURAL CONTROL**

3.01 Establishment of Architectural Review Committee. The Architectural Review Committee (herein "ARC") shall consist of three (3) members at all times, who initially shall be Roy T. Sternfels, Adeline G. Sternfels, and Jason N. Estes. Their address is 601 Green Street, Thibodaux, LA 70301, and the point of contact is Roy T. Sternfels. If any member of the Architectural Review Committee shall resign, become unable to serve or die, then (a) until such time as Turnover has occurred, the Declarant shall have the right to appoint a successor member(s) to the Architectural Review Committee, who need not be an Owner, and (b) after Turnover has occurred, the remaining member(s) shall appoint a successor member(s) to the Architectural Review Committee, who need not be an Owner. If no member of the Architectural Review Committee remains to appoint new members of the Architectural Review Committee and Turnover has occurred, then the Architectural Review Committee members will be elected, appointed and removed by the majority vote of the Owners.

3.02 Submission of Plans and Specifications. No House, building, fence, or other structure or improvement shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications of the same shall have been submitted by an Owner to and approved in writing as in harmony with this Declaration by the Architectural Review Committee. Two (2) copies of the building or construction plans and specifications (collectively, the "Plans") shall be submitted to the Architectural Review Committee. Prior to commencement of any construction activities on a Lot, an Owner's Plans must be approved by the Architectural Review Committee as to conformity and harmony with this Declaration. The Architectural Review Committee may, from time to time, establish additional written design guidelines for the Subdivision, and a copy of any such guidelines then in effect shall be made available to any Owner requesting a copy of same from the Architectural Review Committee.

3.03 Approval or Disapproval. The Architectural Review Committee shall indicate its approval or disapproval of such plans and specifications by delivering, in writing, notice of such approval or disapproval to the requesting Owner. In the event the Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed automatically given. Notwithstanding the immediately preceding sentence, if an Owner constructs, modifies, or alters any improvement on his or her Lot prior to delivering the applicable plans and specifications to the Architectural Review Committee as required hereunder, then such plans and specifications shall not be deemed approved if the Architectural Review Committee fails to approve or disapprove of such plans and specifications within said thirty (30) day period.

3.04 Right of Inspection. The Architectural Review Committee shall have the right, but not the obligation, to inspect the Owner's Lot and improvements during construction and prior to occupancy to inspect whether construction is proceeding in accordance with the construction plans submitted and approved by the Architectural Review Committee. Failure of an Owner to comply with the provisions of this Section, or failure of an Owner to carry out construction in accordance with the provisions of this Article, shall subject such Owner to such remedies as might be available at law or in equity (including, but not limited to, specific performance and injunction, payment of the prosecuting parties' reasonable legal fees and expenses).

3.05 Limited Review. The scope of review by the Architectural Review Committee is limited to appearance only and does not include any responsibility for structural soundness, suitability of construction or materials, compliance with building or zoning codes or standards, this Declaration, or any other similar or dissimilar factors.

3.06 Waiver of Liability. Neither the Architectural Review Committee nor any architect nor agent or employee thereof shall be responsible in any way for the failure of any improvements to comply with the requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE FOUR **USE RESTRICTIONS**

4.01 Residential Use; Commercial Activity. Except as is hereinafter provided in this Section and in Section 7.01 hereof, each Lot is hereby restricted to a private, single-family dwelling for residential use. No commercial activities of any kind whatsoever shall be conducted in any Home, any other building located on a Lot, or any portion of any Lot; provided, however, that (a) an Owner may conduct a business entirely within his Home so long as (i) such business uses only ten percent (10%) of the total square footage of such Home, (ii) such business does not result in parking of additional vehicles on the Subdivision streets, (iii) such business is secondary to the use of the Lot for residential purposes, and (iv) such business shall not violate any applicable zoning

ordinances, and (b) Builders shall have the right to use a House as a “model home” and to operate a sales office from such model home.

4.02 Subdivision of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof, to easements and rights-of-way, and matters of public record. No Lot may be subdivided into a smaller Lot or Lots unless approved by the Owners of a majority of the Lots other than the Owner seeking to perform such subdivision; provided, however, that an entire Lot may be combined with an entire adjacent Lot and occupied as one Lot but governed hereunder for all purposes as two Lots.

4.03 Signs. No sign of any kind shall be displayed on any Lot (including, without limitation, any signage within a Home that is visible from the exterior of such Home), except (i) that any Owner actively attempting to sell his Lot may place a “for sale” sign of less than four (4) square feet on his Lot; (ii) during the building of homes in the Subdivision, Declarant and/or the Builders in the Subdivision may place signs at the entrance and/or on any Lot to advertise the Subdivision and the Lots for sale therein; and (iii) any Owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home.

4.04 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any other Owner.

4.05 Design Criteria; Structure. All improvements to be constructed or otherwise located on a Lot by an Owner shall comply with the following requirements:

- (a) Any House shall contain a minimum of one thousand nine hundred (1,900) square feet of heated and cooled living space.
- (b) No House may exceed three (3) habitable stories above grade.
- (c) The residential structure may contain a garage or carport; provided however, that no garage or carport may have a flat roof and any such garage or carport shall be in conformity with the general architecture of the primary residential building or structure.
- (d) No window air-conditioning units shall be permitted on the front or sides of any residence so as to be visible from the front line of such Lot.
- (e) Underground electrical distribution facilities are required and no overhead electrical or similar wiring or lines shall be permitted.
- (f) All outside radio and T.V. antennas (including satellite dishes and other signal receiving/transmitting equipment) shall be installed in such a way as to minimize visibility from the front of the Lot and shall be placed on the back or side of any roof.

- (g) No plumbing or heating vent shall be placed on the front side of any roof.
- (h) Driveways must be made of concrete or asphalt. Notwithstanding the foregoing, any portion of the Driveways located on Lots 17 through 21 located within the County or State right-of-way must be made of concrete or asphalt, but any portion of the Driveways located on Lots 17 through 21 located outside of the County of State right-of-way may either be gravel, asphalt or concrete. In no event may any driveway be painted, scored or otherwise colored. Any driveway extension must be approved by the Architectural Review Committee and any such extension shall not impede any utility easement.
- (i) During construction, all vehicles, including those delivering supplies, must be parked so as not to unnecessarily damage trees on a Lot.
- (j) All building debris, stumps, trees, etc., must be removed from each Lot by the Owner thereof as often as necessary to keep the House and Lot attractive. Such debris shall not be dumped in any area of the Subdivision.
- (k) Fences constructed or erected on any Lot shall be of wood construction. Each fence must be either a 3-rail, picket or shadowbox fence design. No fence shall exceed six feet in height. Only clear stain or waterproof coating may be applied to fences to maintain the natural wood appearance. Walls or other designs are not permissible. No fence shall be constructed from the front property line to 15 feet behind the corner of the house nearest front property line. All Lots shall be grassed in the entire designated yard area by sodding and the yard shall be landscaped upon the completion of construction and before occupancy. It shall be the Owner's responsibility to maintain any landscaping or fences situated on a Lot so that such improvements remain in an attractive, well-kept condition.
- (l) No outside clothes lines shall be permitted.
- (m) Following construction of a Home on a Lot, existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot.
- (n) Any roof constructed over any structure on any Lot must be covered with composite shingles, metal roofing, or such other types of roof coverings of a higher grade and quality than composite shingles as are approved by the Architectural Review Committee.
- (o) No vinyl siding is allowed, except that vinyl siding is permitted in soffit and fascia areas.

4.06 Animals. Pets must be kept leashed and/or under control at all times. Notwithstanding the foregoing, the restrictions in this Section 4.06 shall not apply to any service

animals, support animals, and any other animals permissible under the Americans with Disabilities Act.

4.07 Waste. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot except in sanitary containers located in appropriate area, screened and concealed from view.

4.08 Accessory Structures. Except as otherwise provided for herein, no patio cover, building or storage unit of any kind shall be erected, placed or set on any Lot unless such structure is attached to the House erected on the same Lot and the architecture and character of such structure matches that of said House. Notwithstanding the foregoing, one (1) accessory building may be erected, placed or set on any Lot if such structure is: (a) for Lots 1-16, no more than thirty (30) feet by forty (40) feet in width and for Lots 17-21 no more than forty (40) by sixty (60); (b) no more than twelve (12) feet in height; (c) located behind the home or toward the back of the Lot; (d) of the same architecture and character of the House located on such Lot; and (e) approved by the Architectural Review Committee.

4.09 Temporary Structures. No structure of a temporary character, trailer, mobile home, motor home, modular building unit, basement, tent, shack, garage, barn, or other outbuilding shall be used at any time on the Lots as a residence, either temporarily or permanently.

4.10 Vehicles.

- (a) No inoperative cars, trucks, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.
- (b) No trucks larger than a one-ton pickup shall be parked in the Subdivision, except those reasonably necessary to complete approved improvements.
- (c) Recreational vehicles, campers, boats and utility trailers shall be parked in garages or shall be stored out of sight from all neighbors and fully screened by a privacy fence of no less than six (6) feet in height.
- (d) Parking in yards, on sidewalks and in front of private driveways is strictly prohibited.
- (e) There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless performed inside an enclosed garage.
- (f) No noxiously loud or dangerous vehicles shall be allowed to be operated on any Lot, including, without limitation, all-terrain vehicles (aka ATVs).

4.11 Construction.

- (a) When the construction of any improvement upon any Lot has begun, work thereon shall be pursued diligently and continuously until full completion. All construction sites must be kept clean, and debris shall not be allowed to accumulate. During construction, the use of dumpsters for routine cleaning of construction sites is permitted.
- (b) No residence constructed on any Lot may be occupied prior to its substantial completion.
- (c) Landscaping shall be completed within sixty (60) days after completion of construction.

4.12 Pollution. There shall be no noxious emission of smoke, dust, odor, fumes, glare, noise, vibration, electrical or magnetic disturbance, detectable at the lot line or beyond.

4.13 Outdoor Lighting. No exterior lighting fixture (other than fixtures approved by the Architectural Review Committee) shall be installed within or upon any Lot without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to Owners or occupants of adjacent properties. No light shall be attached to the soffits of any improvements on the Lot unless the lights are recessed.

4.14 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All storage equipment for such material shall be kept in a clean and sanitary condition and screened from street view.

4.15 Oil and Mining Operations. No activity or hardware used for the purpose of exploration or extraction of minerals, oil, or gas shall be allowed on any Lot at any time.

4.16 Firearms and Fireworks. The display or discharge of firearms or fireworks on any Lot is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

4.17 No Hanging of Items. No Hanging of Items. No clothes, sheets, blankets, towels, laundry, flags or other decorative items of any kind or other articles shall be hung out or exposed on any portion of a Lot. Notwithstanding the foregoing, each Owner may exhibit or display on such Owner's Lot a current flag of the United States that is not in excess of that which is permitted by Section 35-1-5 of the Alabama Code (1975), as the same may be altered, amended, and/or replaced from time to time hereafter, and on a pole that does not extend beyond the highest point on the roof of such Owner's Home.

4.18 Hazardous Items. No one shall use or permit to be brought onto any Lot any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed hazardous to life, limb or property; provided, however, that an Owner may store and possess gasoline and other flammable or hazardous materials typically used in the operation

and maintenance of a single family residence and yard, in reasonable quantities for personal use upon Owner's Lot without obtaining such written consent.

4.19 Water and Sewer Service. The Owner of each Lot shall be required to connect to and use the central water distribution system and central sanitary sewage disposal system serving the Subdivision, and shall be responsible for paying all connection fees and assessments. No septic tanks or wells will be permitted. Notwithstanding the foregoing, Lots 17-21 may have septic tanks. If a Lot Owner elects to install a septic tank for sewage disposal, the maintenance, repair, and replacement of the septic tank serving an Owner's Lot is the responsibility of the Lot Owner.

4.20 Windows and Window Treatments. The exterior facing of window coverings must be off-white or a neutral color. Reflective glass shall not be permitted on the exterior of any House or other structure. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or for other purposes. All exterior window styles, materials, and colors and all hurricane or storm shutters must be approved by the Architectural Review Committee; provided, however, that in no event shall burglar bars and/or wrought iron doors be permitted. Hurricane or storm shutters (a) may not be closed or otherwise installed to cover windows unless and until a tropical storm or hurricane warning is issued by the National Weather Service for the County in which the Subdivision is located, and (b) shall be opened and/or otherwise removed within seventy-two (72) hours of the storm's passage.

4.21 Lots on Wetland Areas, Body of Water. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway on which it may abut without appropriate governmental permits (if any are required) and prior written approval of the Architectural Review Committee.

4.22 Compliance With Law. In all cases, each Owner shall comply in all respects with all applicable laws, rules and regulations (including, without limitation, applicable zoning ordinances) promulgated by any governmental authority having jurisdiction over the Lots.

4.23 Swimming Pools. No swimming pools, pool decks, pool screening or other improvements associated with a swimming pool shall be constructed, altered or maintained upon any Lot without the prior written approval of the Architectural Review Committee in accordance with Article Three hereof. Notwithstanding the foregoing, any such swimming pool must also be constructed, equipped, and maintained in accordance with the laws, ordinances, regulations, rules and standards of any city, county, and/or state authorities having jurisdiction over the Subdivision. Any Owner who desires to construct a swimming pool on such Owner's Lot shall also, prior to completion of such swimming pool, construct a fence around such swimming pool, which fence must also be approved by the Architectural Review Committee in accordance with Article Three hereof. Notwithstanding anything contained herein to the contrary, above ground pools are prohibited.

4.24 Stormwater Drainage Improvements. Owners shall not alter, fill or otherwise change any stormwater improvements made to such Owner's Lot by Declarant in the development of the Subdivision or by any Builder during the construction of a Home on such Owner's Lot, including, without limitation, any drainage ditches and/or swales.

4.25 Outdoor Equipment. No outdoor equipment, firepits, tools, generators, or sporting equipment (including but not limited to basketball goals) may be installed or affixed to any Lot or House without prior written approval from the Architectural Review Committee; provided, however, that portable outdoor equipment, tools, generators, or sporting equipment may be used on a temporary basis and removed from view immediately after use. Any backyard playground equipment or trampoline placed on a Lot must be placed behind the House, on the rear side of the Lot, and enclosed with a fence, with prior approval of the Architectural Review Committee required for the fencing design, materials, height and location for such fencing.

4.26 Holiday Displays. Notwithstanding anything to the contrary in this Declaration, including but not limited to those certain restrictions set forth in Section 7.12, holiday lighting and holiday decorations shall be permitted to be placed, installed, located, and/or erected upon the exterior portion of the Townhome or Owner's Lot beginning no earlier than thirty (30) days before a holiday, and shall be removed in their entirety no later than fourteen (14) days following such holiday. In no way limiting the foregoing, the Architectural Review Committee may establish additional standards and/or rules and regulations regarding holiday lights and/or decorations. The Architectural Review Committee may require the removal of any holiday lighting and/or decoration that creates a nuisance, which includes but is not limited to, spillover to adjacent Lots, excessive noise, light shining directly onto adjacent Townhomes, and/or the cause of excessive vehicular traffic within the Subdivision.

4.27 Solar Panels and Collectors. No solar panels and/or solar collectors (as applicable, "Solar Equipment") may be placed on a Townhome without prior written approval from the Architectural Review Committee; provided, however, that if such approval is granted by the Architectural Review Committee, such solar equipment must be located on the rear elevations of the Townhome. Notwithstanding the foregoing, if a Townhome's rear elevation is in the line of sight of any lake, pond, and such line of sight is unobstructed in the opinion of the Architectural Review Committee, then the Architectural Review Committee may prohibit the installation of Solar Equipment on such Townhome. The Architectural Review Committee shall have the right to grant variances if needed to comply with any future changes to applicable laws.

4.28 Rules and Regulations. The Architectural Review Committee may, from time to time, establish additional written use guidelines for the Subdivision, and a copy of any such guidelines then in effect shall be made available to any Owner requesting a copy of same from the Architectural Review Committee.

ARTICLE FIVE **ADDITIONAL RESTRICTIONS**

5.01 Leasing. Homes and Lots may be leased by an Owner for residential purposes only; provided, however, that any such leasing activities shall be subject to the following terms and conditions: (a) any such lease and the rights of any tenants thereunder are hereby made expressly subject to the power of the Architectural Review Committee to prescribe reasonable rules and regulations relating to the lease and rental of Lots and Homes and to enforce the same directly

against such tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction; (b) no such lease shall be for less than ninety (90) days; and (c) all leases must be in writing, with a copy provided to the Architectural Review Committee upon request by the Architectural Review Committee. Any Owner who leases his Home or any portion thereof shall be responsible for the acts of his tenants, including, without limitation, the violation of this Declaration and/or any rules and regulations promulgated by the Architectural Review Committee hereunder. Notwithstanding the foregoing, this Section shall not apply with respect to any Lot subject to a mortgage which is insured or guaranteed by the Federal Housing Administration or the Veterans Administration, or where the provisions of this Section are otherwise prohibited by law.

5.02 **Restrictions on Mortgaging Lots.** Nothing contained herein shall be construed to place any restrictions on an Owner's right to mortgage his Lot.

ARTICLE SIX **ENFORCEMENT; DURATION; AMENDMENT**

6.01 **Enforcement.** The Architectural Review Committee and/or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Architectural Review Committee and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.02 **Attorneys' Fees.** In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any Lot or against any Person, unless otherwise expressly provided in this Declaration to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

6.03 **Term.** This Declaration is to take effect upon recordation and shall be binding upon all Owners and all persons and entities claiming title under and through them for fifty (50) years after the date this Declaration is recorded in the public records, after which it shall be automatically extended for successive ten (10) year periods unless an instrument in writing, signed by Owners who own at least eighty percent (80%) of the Lots, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

6.04 **No Additional Burden.** Except as provided in Article Seven, no amendment of this Declaration shall place an additional burden or restriction or requirement on any Lot where the Owner of such Lot does not join in said amending instrument.

6.05 **Amendments.** Except as provided in Article Seven, this Declaration may be amended by vote of the Owners having sixty-seven percent (67%) of the Lots, or by a written

instrument signed by the same percentage of Owners; provided, however, that unless and until Turnover has occurred no such amendment may be effected without the written consent of Declarant to such amendment, which consent may be withheld by Declarant in Declarant's sole and absolute discretion. Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or such Owner's Mortgagee.

ARTICLE SEVEN **RESERVED DECLARANT RIGHTS**

7.01 General Reserved Rights. Until Turnover, Declarant reserves unto itself, its successors and assigns the right to maintain, and grant Builders the right to maintain, a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom.

All of the above rights and interests reserved by Declarant may be exercised by Declarant without the consent or concurrence of any Owner.

7.02 Amendment of Declaration by Declarant. Until Turnover, Declarant reserves unto itself the right, authority and power to amend this Declaration in any manner Declarant deems necessary and appropriate. Any amendment to this Declaration made in accordance with this Section shall require only the signature of Declarant and shall not require the signature of any other Owner or any Mortgagee of any Owner.

7.03 Consent of D.R. Horton to Certain Matters. Declarant may not exercise any rights reserved in this Article Seven, or take any action or grant any approval as Declarant under this Declaration (other than any other approval given in the ordinary course as an Owner and not as Declarant) without obtaining the prior written consent of D.R. Horton, Inc. - Birmingham ("DHI").

7.04 Turnover. All rights of Declarant hereunder shall automatically terminate upon Turnover, except those rights that Declarant holds as an Owner and not by virtue of being the declarant under this Declaration, which shall continue as long as Declarant is an Owner.

ARTICLE EIGHT **MISCELLANEOUS**

8.01 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

8.02 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

8.03 Applicable Law. The laws of the State of Alabama shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Subdivision is located. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including, without limitation, fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

8.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

8.05 Headings. The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

8.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision in accordance with Alabama law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

8.07 Notice. All notices to any Owner shall be delivered by hand delivery, by a recognized overnight courier who maintains verification of delivery in person, or sent by first (1st) class mail to the address of such Owner's Lot.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, Declarant has executed this Declaration by and through its duly authorized representative effective as of the date first set forth above, although actually executed on the date set forth in the acknowledgement below.

DECLARANT:

Gulf Coast Community Development Services, LLC, an Alabama limited liability company

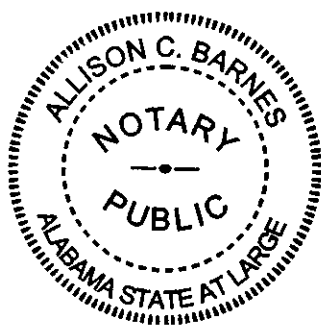
By: [Signature]
Name: ROY STEINFELS
As Its: MEMBER

STATE OF ALABAMA :
COUNTY OF BALDWIN :

I, the undersigned Notary Public, in and for said State and said County, hereby certify that ROY STEINFELS, whose name as MEMBER of Gulf Coast Community Development Services, LLC, 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily as and for the act of said entity on the day the same bears date.

Given under my hand and official notarial seal this the 12th day of March, 2024

{SEAL}



[Signature]
NOTARY PUBLIC
My Commission Expires: 4/20/26

EXHIBIT "A"
DESCRIPTION OF THE SUBDIVISION PROPERTY

All property within Adeline Estates Subdivision as shown on the plat recorded at Slide 0002936-F in the Office of the Judge of Probate of Baldwin County, Alabama.