

THIS INSTRUMENT PREPARED BY:

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STATE OF ALABAMA
COUNTY OF BALDWIN

**FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS
AND RESTRICTIONS OF ADELINE ESTATES SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Amendment") is made this 30th day of June, 2024 (the "Effective Date"), by **Gulf Coast Community Development Services, LLC**, an Alabama limited liability company ("Declarant").

Recitals:

On March 27, 2024, Declarant recorded that certain Declaration of Conditions, Covenants and Restrictions of Adeline Estates Subdivision (the "Declaration") at Instrument No. 2114739, in the Office of the Judge of Probate of Baldwin County, Alabama (the "County Registry"). The Declaration now pertains to certain real property located in Baldwin County, Alabama and described as Lots 1-21 and all Common Areas of Adeline Estates Subdivision as shown on the Plat recorded in Instrument No. 2109955 in the County Registry.

Declarant desires to amend the Declaration in accordance with the terms and conditions hereof.

Amendment:

NOW THEREFORE, Declarant, as the declarant under the Declaration, hereby amends the Declaration as follows:

1. Capitalized Terms. Capitalized terms used herein unless otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.
2. Recitals. The foregoing recitals are true and correct in all material respects and form an integral part of this Amendment, the same as if said recitals were included in the numbered paragraphs hereof.
3. Amendment of Section 1.03(b). The Declaration is hereby amended by deleting Section 1.03(b) in its entirety and inserting in lieu thereof the following:

(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; (iv) with respect to Driveway Easement #4, the Owners of Lots 20 and 21 as shown on the Plat of the Subdivision; (v) with respect to Driveway Easement #5, the owners of Lots 1 and 2 as shown on the Plat of the Subdivision.”

4. Amendment of Section 1.03(i). The Declaration is hereby amended by deleting Section 1.03(i) in its entirety and inserting in lieu thereof the following:

(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; (iv) with respect to Driveway Easement #4, one-half (1/2) for each of the Owners of Lots 20 and 21; and (v) with respect to Drive Easement #5, one half (1/2) for each of the Owners of Lots 1 and 2.

5. Amendment of Section 2.01. The Declaration is hereby amended by inserting the following as a new subparagraph (e) of Section 2.01:

(e) “Easement for Common Driveway for Lots 1 and 2. A perpetual, non-exclusive easement is hereby reserved over and across the following described portions of Lots 1 and 2 labeled as “Lot 1 (Driveway Easement)” and “Lot 2 (Driveway Easement)” as shown on the Driveway Easement Sketch attached as Exhibit 1 (“Driveway Easement #5”). 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 #5 for use as a driveway to provide pedestrian and vehicular ingress and egress to and from Lots 1 and 2 and Sedlack Road.

As used in the Declaration, “Exhibit 1” shall mean and refer to Exhibit 1 attached hereto.

6. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as hereby supplemented and amended, are in all respects hereby ratified and reaffirmed, and the Declaration and this Amendment shall be read, taken, and construed as one and the same instrument. References in the Declaration and all exhibits thereto shall be deemed to be references to the Declaration as amended by this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has executed this Amendment by and through its duly authorized representative as of the date first set forth above.

DECLARANT:

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

By: *Roy T. Starnfels*
Name: Roy T. Starnfels
As Its: Authorized Member

STATE OF Alabama :
COUNTY OF Baldwin :

I, the undersigned Notary Public, in and for said State and said County, hereby certify that Roy T. Starnfels, whose name as Ruth. 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 seal this 20th day of June, 2024.

Carol L. Nielsen
Notary Public
My Commission Expires: 8/15/26



D.R. HORTON'S CONSENT

D.R. Horton, Inc. – Birmingham, an Alabama corporation (“Horton”), does hereby consent to the recording of this Amendment pursuant to Section 7.03 of the Declaration.

IN WITNESS WHEREOF, Horton has caused this Consent to be executed by and through its duly authorized representative as of the 20th day of June, 2024.

D.R. HORTON, INC. - BIRMINGHAM, an Alabama corporation

By: Brenda Garner
Name: Brenda Garner
As Its: Assistant Secretary

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Brenda Garner as the Assistant Secretary for D.R. Horton, Inc. - Birmingham, an Alabama corporation, whose name is signed to the foregoing Consent and who is known to me, acknowledged before me on this day, that being informed of the contents of said Consent, s/he as such officer and with full authority, executed the same voluntarily as and for the act of said corporation on the day the same bears date.

Given under my hand and seal this 20th day of June, 2024.
Allison Barnes
Notary Public
My Commission Expires: 4/20/26

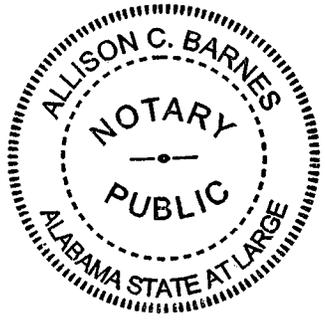


Exhibit 1

Legal Description and Depiction of Easement for Common Driveway for Lots 1 and 2

LOT 1 (DRIVEWAY EASEMENT):

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, ADELIN ESTATES, BEING A MAP OR PLAT THEREOF, AS RECORDED IN SLIDE 2936-F, IN THE OFFICE OF THE JUDGE OF PROBATE COURT, BALDWIN COUNTY, ALABAMA: THENCE RUN S 00°13'12" W, A DISTANCE OF 15.00 FEET TO A POINT; THENCE RUN N 89°50'22" W, A DISTANCE OF 25.00 FEET, TO A POINT; THENCE RUN N 00°13'12" E, A DISTANCE OF 15.00 FEET, TO A POINT; THENCE RUN S 89°50'22" E, A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING. SAID DESCRIBED EASEMENT CONTAINING 0.01 ACRES (375 SQUARE FEET), MORE OR LESS, AND IS LYING IN AND BEING A PART OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA.

LOT 2 (DRIVEWAY EASEMENT):

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, ADELIN ESTATES, BEING A MAP OR PLAT THEREOF, AS RECORDED IN SLIDE 2936-F, IN THE OFFICE OF THE JUDGE OF PROBATE COURT, BALDWIN COUNTY, ALABAMA: THENCE RUN N 89°50'22" W, A DISTANCE OF 25.00 FEET TO A POINT; THENCE RUN N 00°13'12" E, A DISTANCE OF 15.00 FEET, TO A POINT; THENCE RUN S 89°50'22" E, A DISTANCE OF 25.00 FEET, TO A POINT; THENCE RUN S 00°13'12" W, A DISTANCE OF 15.00 FEET, TO THE POINT OF BEGINNING. SAID DESCRIBED EASEMENT CONTAINING 0.01 ACRES (375 SQUARE FEET), MORE OR LESS, AND IS LYING IN AND BEING A PART OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA.

