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BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
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STATE OF ALABAMA
COUNTY OF BALDWIN

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

THIS SECOND AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Amendment") is made this ____ day of February, 2025 (the "Effective Date"), by **Gulf Coast Community Development Services, LLC**, an Alabama limited liability company ("Declarant").

Recitals:

Declarant executed and recorded that certain Declaration of Conditions, Covenants and Restrictions of Adeline Estates Subdivision (the "Declaration") at Instrument No. 2114739; as amended by that certain First Amendment to Declaration of Conditions, Covenants and Restrictions of Adeline Estates Subdivision as Instrument No. 2130969, in the Office of the Judge of Probate of Baldwin County, Alabama (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 4.08. The Declaration is hereby amended by deleting Section 4.08 in its entirety and inserting in lieu thereof the following:

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 twenty-four (24) feet in height; (b) for Lots 17-21 no more than forty (40) by sixty (60) and thirty-five (35) 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. Amendment of Section 2.01(a). The Declaration is hereby amended by deleting first full sentence of Section 2.01(a) in its entirety and inserting in lieu thereof the following:

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, as corrected by that certain Surveyor's Affidavit recorded at Instrument _____ in the County Registry (the "Surveyor's Affidavit") ("Driveway Easement #1").

5. Amendment of Section 2.01(b). The Declaration is hereby amended by deleting Section 2.01(b) in its entirety and inserting in lieu thereof the following:

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, as corrected by the Surveyor's Affidavit ("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 13, 14 and 18 and State Highway 104.

6. Amendment of Section 2.01(c). The Declaration is hereby amended by deleting first full sentence of Section 2.01(c) in its entirety and inserting in lieu thereof the following:

A perpetual, non-exclusive easement is hereby reserved over and across that certain portion of Lot 19 labeled as "40' COMMON DRIVEWAY EASEMENT" on the Plat of the Subdivision, as corrected by the Surveyor's Affidavit ("Driveway Easement #3").

7. 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 Sternfels*
Name: ROY STERNFELS
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 Sternfels, 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 seal this 12th day of February, 2025.



Anita L. Stringfellow
Notary Public
My Commission Expires: 12/07/2026

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 11th day of February, 2025.

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

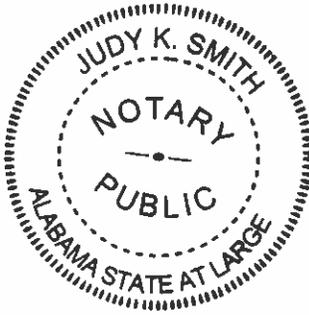
By: [Signature]
Name: Taylor Henseler
As Its: Assistant Vice President

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Taylor Henseler as the Assistant Vice President 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 11th day of February, 2025.

[Signature]
Notary Public
My Commission Expires: _____



JUDY K. SMITH
Notary Public, Alabama State at Large
My Commission Expires 07/01/2028