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

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

THIS THIRD AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Amendment") is made this 5th day of September, 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 at Instrument No. 2114739; as amended by that certain First Amendment to Declaration of Conditions, Covenants and Restrictions of Adeline Estates Subdivision recorded at Instrument No. 2130969 and that certain Second Amendment to Declaration of Conditions, Covenants and Restrictions of Adeline Estates Subdivision recorded at Instrument No. 2171397 (collectively, the "Declaration"), all 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 1.03. The Declaration is hereby amended by inserting the following at the end of Section 1.03:

(y) “Estate Lots” mean Lots 17 through 21 as shown on the Plat of the Subdivision.

(z) “Standard Lots” means Lots 1 through 16 as shown on the Plat of the Subdivision

4. Amendment of Section 4.05(k). The Declaration is hereby amended by inserting the following sentence to the end of Section 4.05(k):

“Notwithstanding anything contained herein to the contrary, Estate Lot Owners may fence the entirety of the Estate Lot as long as any such fence constructed between the front property line and the corner of the house nearest the front property line shall be a three-rail ranch style fence made of wood, white PVC or vinyl.”

5. Amendment of Section 4.10(f). The Declaration is hereby amended by inserting the following sentence immediately following the last sentence of Section 4.10(f):

“Notwithstanding anything contained herein to the contrary, Estate Lot Owners may operate all-terrain vehicles (aka ATVs) or golf carts on their Estate Lot.”

6. Amendment of Section 4.19. The Declaration is hereby amended by deleting Section 4.19 in its entirety and inserting in lieu thereof the following:

“(a) 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, Estate Lots may have septic tanks. If an Estate Lot Owner elects to install a septic tank for sewage disposal, the maintenance, repair, and replacement of the septic tank serving an Estate Lot Owner’s Lot is the responsibility of the Estate Lot Owner.

(b) Notwithstanding anything contained in Section 4.19(a) to the contrary, Estate Lot Owners are permitted to have a private shallow-water well on the Estate Lot. If any Estate Lot Owner elects to install a water well, the water well must be properly permitted and all above ground mechanical equipment shall be located within a pump house that is constructed pursuant to design plans that have been approved by the ARC.”

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: [Signature]
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 8th day of August, 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 4th day of September, 2025.

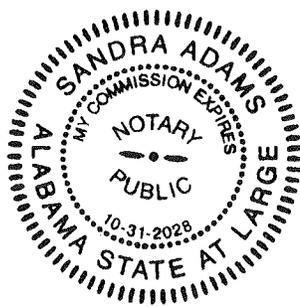
D.R. HORTON, INC. - BIRMINGHAM, an Alabama corporation

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 4th day of September, 2025.



[Signature]
Notary Public
My Commission Expires: My Commission Expires
October 31, 2028