

EXHIBIT A-1

Additional Property

BATTLES TRACE AT THE COLONY PHASE 1

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1A, THE COLONY AT THE GRAND, PHASE 1A, REPLAT AS RECORDED AS SLIDE ~~2477-A~~ IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN N89°50'05"W, ALONG SAID NORTH RIGHT-OF-WAY LINE 1390.20 FEET TO A POINT; THENCE RUN NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND A CURVE TO THE RIGHT HAVING A RADIUS OF 49.95 FEET, A DELTA ANGLE OF 89°34'27", THE CHORD OF WHICH BEARS S45°05'11"E, 70.38 FEET, AN ARC DISTANCE OF 78.09 FEET TO A POINT; THENCE RUN N00°09'49"W, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID BATTLES ROAD 652.86 FEET TO A POINT; THENCE RUN N89°42'30"E, LEAVING SAID EAST RIGHT-OF-WAY LINE 44.82 FEET TO A POINT; THENCE RUN NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 26°03'32", THE CHORD OF WHICH BEARS N77°15'44"E, 27.05 FEET, AN ARC DISTANCE OF 27.29 FEET TO A POINT; THENCE RUN N64°13'58"E, 33.39 FEET TO A POINT; THENCE RUN SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A DELTA ANGLE OF 13°52'16", THE CHORD OF WHICH BEARS S71°10'06"W, 48.30 FEET, AN ARC DISTANCE OF 48.42 FEET TO A POINT; THENCE RUN S87°33'29"E, 20.05 FEET TO A POINT; THENCE RUN NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 196.00 FEET, A DELTA ANGLE OF 21°28'40", THE CHORD OF WHICH BEARS N85°28'11"W, 73.04 FEET, AN ARC DISTANCE OF 73.47 FEET TO A POINT; THENCE RUN NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 184.00 FEET, A DELTA ANGLE OF 51°44'43", THE CHORD OF WHICH BEARS N79°23'47"E, 160.58 FEET, AN ARC DISTANCE OF 166.17 FEET TO A POINT; THENCE RUN N53°31'26"E, 261.06 FEET TO A POINT; THENCE RUN NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 336.00 FEET, A DELTA ANGLE OF 47°59'19", THE CHORD OF WHICH BEARS N77°31'05"E, 273.27 FEET, AN ARC DISTANCE OF 281.42 FEET TO A POINT; THENCE RUN NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 21°41'45", THE CHORD OF WHICH BEARS N70°35'22"E, 18.82 FEET, AN ARC DISTANCE OF 18.93 FEET TO A POINT; THENCE RUN NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 24.00 FEET, A DELTA ANGLE OF 60°00'00", THE CHORD OF WHICH BEARS N51°26'15"E, 24.00 FEET, AN ARC DISTANCE OF 25.13 FEET TO A POINT; THENCE RUN S68°33'45"E, 26.00 FEET TO A POINT; THENCE RUN N21°26'15"E, 36.61 FEET TO A POINT; THENCE RUN NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 188.00 FEET, A DELTA ANGLE OF 67°23'18", THE CHORD OF WHICH BEARS N12°15'24"W, 208.59 FEET, AN ARC DISTANCE OF 221.12 FEET TO A POINT; THENCE RUN N45°57'03"W, 118.78 FEET TO A POINT; THENCE RUN NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 137.00 FEET, A DELTA ANGLE OF 34°29'24", THE CHORD OF WHICH BEARS N28°42'22"W,

81.23 FEET, AN ARC DISTANCE OF 82.47 FEET TO A POINT; THENCE RUN N01°39'32"W, 400.34 FEET TO A POINT; THENCE RUN EAST 259.53 FEET TO A POINT; THENCE RUN SOUTH 526.90 FEET TO A POINT; THENCE RUN WEST 95.30 FEET TO A POINT; THENCE RUN S13°20'57"E, 326.16 FEET TO A POINT; THENCE RUN S25°56'38"E, 126.46 FEET TO A POINT; THENCE RUN S68°10'17"W, 14.99 FEET TO A POINT; THENCE RUN S21°49'43"E, 131.22 FEET TO A POINT; THENCE RUN S45°07'54"W, 102.03 FEET TO A POINT; THENCE RUN S01°33'41"E, 67.92 FEET TO A POINT; THENCE RUN S40°52'11"W, 36.69 FEET TO A POINT; THENCE RUN S13°58'00"W, 118.90 FEET TO A POINT; THENCE RUN S65°42'52"W, 51.25 FEET TO A POINT; THENCE RUN S20°29'30"E, 129.23 FEET TO A POINT; THENCE RUN S31°38'49"E, 93.51 FEET TO A POINT; THENCE RUN S66°19'37"E, 92.93 FEET TO A POINT; THENCE RUN S77°26'47"E, 48.48 FEET TO A POINT; THENCE RUN S82°46'59"E, 90.68 FEET TO A POINT; THENCE RUN N81°07'08"E, 90.62 FEET TO A POINT; THENCE RUN S68°24'20"E, 116.18 FEET TO A POINT; THENCE RUN S00°06'59"E, 105.31 FEET TO THE POINT OF BEGINNING, CONTAINING 24.28 ACRES, MORE OR LESS.

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 10/ 9/2014 8:02 AM
TOTAL \$ 24.00
6 Pages

1480661

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**SECOND AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SECOND AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Second Amendment") is made and entered into this 3rd day of October, 2014 by The Teachers' Retirement System of Alabama, an instrumentality of the State of Alabama, and The Employees' Retirement System of Alabama, an instrumentality of the State of Alabama (collectively the "Developer"), as successor to Point Clear Partners, LLC, a Delaware limited liability company ("PCP"), pursuant to the Deed in Lieu of Foreclosure (the "Deed in Lieu") dated June 28, 2013 and recorded as Instrument No. 1407039 of the records maintained in the Office of the Judge of Probate of Baldwin County, Alabama.

RECITALS:

PCP, Bayview II Developer, LLC, an Alabama limited liability company, and The Colony at The Grand Owners' Association, Inc., an Alabama nonprofit corporation, have heretofore executed The Colony at The Grand Declaration of Covenants, Conditions and Restrictions dated as of June 6, 2012 (the "Declaration") which has been recorded as Instrument No. 1343219 in the Office of the Judge of Probate of Baldwin County, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

PCP amended the Declaration by First Amendment to The Colony at The Grand Declaration of Covenants, Conditions and Restrictions dated as of December 12, 2012 and recorded as Instrument No. 1373962 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer, as successor Developer pursuant to the assignment of declarant rights contained in the Deed in Lieu, has the sole right to amend the Declaration prior to the Turnover Date, which has not yet occurred.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, he receipt and sufficiency of which

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are hereby acknowledged, Developer does hereby amend the Declarations, as amended by the First Amendment, as follows:

1. **Removal of Certain Property.** Pursuant to the terms and provisions of Section 2.07 of the Declaration, Developer does hereby declare that Lots 1A-C and 1A-D of The Colony at The Grand Subdivision, Phase 1A (Replat 2) (the "Removed Lots"), according to the plat thereof recorded on Slide 2502-D (Instrument No. 1444678) in the Office of the Judge of Probate of Baldwin County, Alabama shall be, and hereby are, removed from the terms and provisions of the Declaration and that the Removed Lots shall not be subject to any of the terms or provisions of the Declaration. To the extent necessary, Exhibit A of the Declaration and Exhibit A-1 of the First Amendment shall be amended to exclude the Removed Lots therefrom.

2. **Amendments to Declaration.** The Declaration is hereby amended as follows:

(a) The first sentence of Section 8.01 is hereby deleted and replaced with the following:

Each Owner of a Lot and each Owner of a Dwelling, by acceptance of a deed or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to this Declaration, is hereby deemed to covenant and agree to pay to the Association (a) Annual Assessments, as established and to be collected as provided in Section 8.03 below, (b) Special Assessments, to be established and collected as provided in Section 8.04 below, (c) Individual Assessments which are established or assessed pursuant to Section 8.05 below, and (d) Amenities Assessments, as established and to be collected as provided in Section 8.13 below.

(b) Section 8.02 of the Declaration is hereby amended to include the following subsection (c):

(c) The Amenities Assessment, as described in Section 8.13 below, shall be assessed against each Lot or Dwelling in an amount necessary to pay the required consideration under any contract or agreement entered into between the Association and PCH Hotels & Resorts, Inc. ("PCH"), or its successors or assigns, for use by Owners of a Lot or Dwelling of the Club Facilities, as hereinafter defined. Notwithstanding the foregoing, if a Dwelling is part of a Multi-Family Building and is subject to a Sub-Declaration which establishes a separate Sub-Association, a Dwelling in such Multi-Family Building shall not be subject to an Amenities Assessment hereunder but shall be subject to any assessment levied by the governing Sub-Association for such Dwelling in the event such Sub-Association enters into a contract or agreement for use and enjoyment of the Club Facilities, as hereinafter defined, owned or operated by PCH, or its successors or assigns. Each Owner of a Lot or Dwelling, by acceptance of a deed to such Lot or Dwelling, acknowledges and agrees that the Amenities Assessment payable by such Owner is subject to change, modification, increase, decrease or termination, respectively, in the event that the terms and conditions of any agreement or contract with PCH, or its successor or assign, shall be modified, changed, amended or terminated by the Association and/or PCH.

(c) Section 8.12 of the Declaration is hereby deleted in its entirety and replaced with the following:

8.12 Exemptions From Assessments.

(a) Notwithstanding anything provided in this Declaration to the contrary, the following portions of the Property shall be exempt from the payment of Annual Assessments, Special Assessments and/or Amenities Assessments, as hereinafter defined:

- (i) Any and all Common Areas and any other real property owned by Developer which is considered by Developer to be Common Area;
- (ii) Any portion of the Property which is owned by any Government Authority or public utility company; and
- (iii) Any other portion of the Property (and any Lots or Dwellings thereon) which Developer or the Board may from time to time designate as being exempt from payment of Annual Assessments, Special Assessments, and/or Amenities Assessments.

Developer may also grant to any Lots or Dwellings partial exemptions with respect to the payment of Annual Assessments, Special Assessments and/or Amenities Assessments.

- (b) To the extent any portion of the Property is exempt, in whole or part, from Annual Assessment and Special Assessments, then such portion of the Property so exempt shall, except as provided below, not be entitled to any voting rights in the Association. Notwithstanding the foregoing provisions of this Section 8.12(b) to the contrary, Developer shall have the voting rights attributable to any Lots or Dwellings owned by Developer irrespective of the same being exempt from Annual Assessments and Special Assessments.
- (c) Notwithstanding anything provided in this Declaration to the contrary, any Dwelling in a Multi-Family Building which is subject to a Sub-Declaration and governed by a Sub-Association shall be exempt from the Amenities Assessment established hereunder unless specifically made subject to such Amenities Assessment by amendment hereto. A Sub-Association governing any Multi-Family Building which is a part of the Property may enter into such contracts or agreements with PCH, its successors or assigns, for use of the Club Facilities, as hereinafter defined, by the Owners of Dwellings in such Multi-Family Building and such Sub-Association shall levy assessments on its Sub-Association Members as may be necessary to pay the cost of providing access to the Club Facilities, as hereinafter defined.

(d) Section 8.13 is hereby added to the Declaration:

8.13 Amenities Assessments.

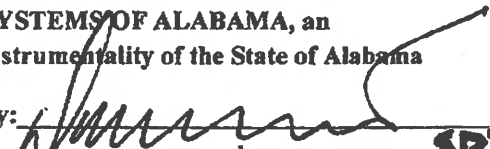
- (a) The Board may, in its sole discretion, at any time and from time to time, cause the Association to enter into contracts or agreements with PCH, its successors or assigns, to allow access to, and the use of, the Lakewood Club facilities. The Lakewood Club facilities (the "Club Facilities") include two (2) 18-hole golf courses (commonly known as the "Dogwood" and "Azalea" courses) with related practice facilities and a clubhouse, together with swimming pools, a pool clubhouse, a fitness center, eating/dining facilities, a beach area, tennis courts and a walking path around an approximately 20-acre lake. The Association does not own any of the Club Facilities. PCH operates the Club Facilities for use by those persons (individually a "Club Member" and collectively the "Club Members") to whom PCH has granted membership rights in the Lakewood Club, subject to and conditioned upon the compliance with the payment of fees and dues and the other rules and regulations promulgated from time to time by PCH, its successors and assigns, concerning such usage rights, fees and dues.
- (b) In addition to the Annual Assessments authorized in Section 8.03 above, Special Assessments authorized in Sections 8.04 above, and 9.01(b) and 9.03(a)(i) below, and any Individual Assessments authorized in Section 8.05 above, the Board shall levy an Amenities Assessment against each Lot or Dwelling in sufficient amounts as are necessary to pay the costs associated with providing the Owners access to the Club Facilities. The Amenities Assessment may be payable monthly, quarterly, or annually at the discretion of the Board. In all instances, use of the Club Facilities shall be subject to the rules, regulations and fee schedules established by PCH, its successors and assigns.
- (c) Amenities Assessments will not be reduced or changed if: (i) an Owner does not become a Club Member, (ii) an Owner who is a Club Member ceases being a Club Member for any reason, or (iii) an Owner does not use any or all of the Club Facilities. By accepting a deed to a Lot or Dwelling an Owner agrees to pay the Amenities Assessment, as the same may be established by the Board from time to time, for so long as the Association provides such Owner the ability to access the Club Facilities, subject to the rules and regulations established by PCH, its successors and assigns.
- (d) In addition to the Amenities Assessment, if an Owner becomes a Club Member, such Owner shall be obligated to (i) pay to PCH or its designee all monthly charges and fees incurred by such Owner becoming due and payable with respect to the Owner being a Club Member (other than any monthly dues which shall be paid by the Association and assessed to the Owner) and any Club Member assessments which may be levied by PCH and (ii) comply with all rules and regulations promulgated from time to time by PCH, its successors and assigns, with respect to the use of the Club Facilities by a Club Member.

3. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, as amended by the First Amendment, shall remain in full force and effect.

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

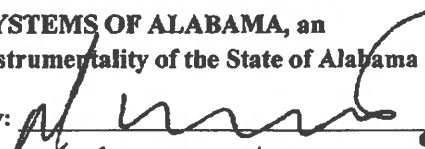
DEVELOPER:

**THE TEACHERS' RETIREMENT
SYSTEMS OF ALABAMA**, an
instrumentality of the State of Alabama

By: 
As its: Secretary / Treasurer **SDT**

GRANTOR:

**THE EMPLOYEES' RETIREMENT
SYSTEMS OF ALABAMA**, an
instrumentality of the State of Alabama

By: 
As its: Secretary / Treasurer **SDT**

ACKNOWLEDGMENTS

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David G. Bronner, CEO, whose name as Secretary/Treasurer of THE TEACHERS' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 Secretary/Treasurer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the 3rd day of October, 2014.

Samela Chundwell Bigger
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: My Commission Expires 7/01/2018

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David G. Bronner, CEO, whose name as Secretary/Treasurer of THE EMPLOYEES' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 Secretary/Treasurer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the 3rd day of October, 2014.

Samela Chundwell Bigger
Notary Public

[AFFIX NOTARIAL SEAL] My Commission Expires 7/01/2018

My Commission Expires: _____

This instrument prepared by:

James F. Watkins

Maynard Cooper & Gale PC

11 North Water Street, Suite 27000

Mobile, Alabama 36602

{03023936.3}

STATE OF ALABAMA)
COUNTY OF BALDWIN)

BALDWIN COUNTY, ALABAMA
TIM RUSSELL, PROBATE JUDGE
Filed/cert. 01/07/2015 8:24 AM
TOTAL \$ 30.00
8 Pages

1516433



**THIRD AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS THIRD AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Third Amendment") is made and entered into this 21st day of January, 2015 by The Teachers' Retirement System of Alabama, an instrumentality of the State of Alabama, and The Employees' Retirement System of Alabama, an instrumentality of the State of Alabama (collectively the "Developer"), as successor to Point Clear Partners, LLC, a Delaware limited liability company ("PCP"), pursuant to the Deed in Lieu of Foreclosure (the "Deed in Lieu") dated June 28, 2013 and recorded as Instrument No. 1407039 of the records maintained in the Office of the Judge of Probate of Baldwin County, Alabama.

RECITALS:

PCP, Bayview II Developer, LLC, an Alabama limited liability company, and The Colony at The Grand Owners' Association, Inc., an Alabama nonprofit corporation, have heretofore executed The Colony at The Grand Declaration of Covenants, Conditions and Restrictions dated as of June 6, 2012 (the "Declaration") which has been recorded as Instrument No. 1343219 in the Office of the Judge of Probate of Baldwin County, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

PCP amended the Declaration by First Amendment to The Colony at The Grand Declaration of Covenants, Conditions and Restrictions (the "First Amendment") dated as of December 12, 2012 and recorded as Instrument No. 1373962 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Second Amendment to The Colony at The Grand Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") dated October 3, 2014 and recorded as Instrument No. 1480661 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer, as successor Developer pursuant to the assignment of declarant rights contained in the Deed in Lieu, has the sole right to amend the Declaration prior to the Turnover Date, which has not yet occurred.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby amend the Declarations, as amended by the First Amendment and Second Amendment, as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.02 of the Declaration, Developer does hereby declare that the Additional Property described on **Exhibit "A-2"** hereto shall be, and hereby is, submitted to all of the terms and provisions of the Declaration and that the Additional Property shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, Assessments, charges, liens, and regulations set forth in the Declaration, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. From and after the date hereof, all references in the Declaration to the Property shall mean and include the Additional Property described in Exhibit A-2 hereto and the original Property described in the Declaration, as amended by the First Amendment and Second Amendment.

2. **Amendments to Declaration.** The Declaration, as amended by the First Amendment and the Second Amendment, is hereby further amended as follows:

(a) The following definitions are added to Article I:

1.39 **GOLF COURSE LOT.** The term "Golf Course Lot" means each of Lots 1 through 6, inclusive, according to the Final Plat of Watershed South Subdivision.

1.40 **GOLF PROPERTY.** The term "Golf Property" shall mean and refer to the "Azalea" Golf Course (or such other name given to such golf course) which abuts portions of the Golf Course Lots. **THE GOLF PROPERTY IS NOT PART OF THE COMMON AREAS NOR IS IT TO BE GOVERNED BY ANY OF THE TERMS AND PROVISIONS OF THIS DECLARATION EXCEPT FOR THE RIGHTS GRANTED HEREIN TO THE GOLF PROPERTY OWNER AND THE GOLF PROPERTY. NO OWNER OR OCCUPANT, NOR THE ASSOCIATION, SHALL HAVE ANY RIGHT IN AND TO, OR ANY OBLIGATIONS WITH RESPECT TO, THE GOLF PROPERTY BY VIRTUE OF THIS DECLARATION OR BY VIRTUE OF OWNERSHIP OR OCCUPANCY OF ANY LOT OR DWELLING. NO OWNER OR OCCUPANT SHALL ENTER ONTO THE GOLF PROPERTY UNLESS SUCH OWNER OR OCCUPANT HAS OBTAINED THE PRIOR WRITTEN CONSENT OF GOLF PROPERTY OWNER. Notwithstanding anything provided herein to the contrary, Developer does not make and has not made any representations or warranties, either express or implied, concerning whether any improvements will be made to the Golf Property, whether the Golf Property will be operated as either a public or private golf facility, if at all, or as to any matters concerning the construction, operation or use of any improvements on the Golf Property or whether the Golf Property will be operated for golfing purposes for any specified time period.**

1.41 **GOLF PROPERTY OWNER.** The term "Golf Property Owner" shall mean and refer to the owner of the Golf Property and its successors and assigns.

1.42 **LIVING SPACE.** The term "Living Space" shall mean and refer to the enclosed and covered areas within a Dwelling on a Watershed South Lot which are heated and cooled by heating, ventilating and air conditioning equipment, exclusive of any of the following areas of a Dwelling which are not heated and cooled by heating, ventilating and air conditioning equipment: "bonus" rooms in garages or attics, garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.

1.43 **STREAM AND WETLAND BUFFER.** The term "Stream and Wetland Buffer" shall mean and refer to those areas designated as a "Stream and Wetland Buffer" and the "Drainage Easement" on the Final Plat of Watershed South, both of which are part of the Common Areas.

1.44 **WATERSHED SOUTH LOT.** The term "Watershed South Lot" shall mean and refer to each lot reflected on the subdivision plat for Watershed South as recorded on Slide No. 2534-C of the records in the Office of the Judge of Probate of Baldwin County, Alabama.

(b) The following sections are added to Article III:

3.08 ESTABLISHMENT OF EASEMENTS OVER AND UPON GOLF COURSE LOTS. Developer does hereby establish and reserve and grant to the Golf Property Owner, its employees, agents, guests and invitees, a permanent and perpetual non-exclusive right and easement over, across, through and upon that portion of any Golf Course Lot lying within thirty (30) feet of the Golf Property for the purpose of permitting entry thereon by golfers and their caddies to remove golf balls therefrom, without any such entry being deemed a trespass. In the exercise of the easements and rights granted pursuant this Section 3.08, golfers and caddies shall not be entitled to enter upon any Golf Course Lot with a golf cart or other vehicle, nor shall such golfers or their caddies spend an unreasonable amount of time on any Golf Course Lot which would otherwise constitute a nuisance to the then Owner of the applicable Golf Course Lot. The Owner of each Golf Course Lot, by acceptance of a deed to such Lot, acknowledges and agrees that such Owner's Golf Course Lot is situated directly adjacent to and contiguous with the Golf Property and that errant golf balls may enter upon such Owner's Golf Course Lot which could cause physical harm and injury to Owner, any Occupants of the Owner's Golf Course Lot as well as damage to any Improvements and personal property situated on such Owner's Golf Course Lot. The Owner of each Golf Course Lot, for such Owner and the Occupants of such Owner's Golf Course Lot, by acceptance of a deed to such Golf Course Lot, and all Occupants of such Golf Course Lot, by entering onto such Golf Course Lot, do hereby irrevocably and unconditionally waive and release Developer, the ARC, the Board, Golf Property Owner, and their respective officers, directors, shareholders, members, managers, partners, employees, agents and invitees from any and all liability of any nature whatsoever arising out of or in connection with any damage or injury (including death) to person or property caused by any golf balls entering onto such Lot.

3.09 USE RESTRICTIONS FOR GOLF COURSE LOTS.

(a) All Golf Course Lots shall be developed and used solely for those uses approved in Section 6.01 of the Declaration and for no other uses or purposes whatsoever without the prior written approval of the Golf Property Owner and the ARC, which approval

may be granted or withheld by the Golf Property Owner and the ARC in their sole and absolute discretion.

(b) No swimming pools, tennis courts, hot tubs, or water features shall be constructed on any Golf Course Lots without the prior written approval of the ARC and Golf Property Owner, which approval may be granted or withheld in their sole and absolute discretion.

(c) No trampolines of any kind shall be erected, constructed, built, placed, installed, or permitted to remain in or upon any Golf Course Lot unless (i) the same has been approved in writing by both the ARC and Golf Property Owner and (ii) any and all requirements and conditions which may be established by the ARC and Golf Property Owner for the construction and installation of any of the foregoing improvements on or within any Golf Course Lot (i.e., appropriate screening as to view and sound from the Golf Property) have been satisfied by the Owner of such Golf Course Lot.

(d) No swing sets, batting cages, jungle gyms or other recreational, fitness, exercise, or children's play facilities, equipment or other devices shall be erected, constructed, built, placed, installed or permitted to remain in or upon any Golf Course Lot unless (i) the same has been approved in writing by both the ARC and Golf Property Owner and (ii) any and all requirements and conditions which may be established by the ARC and Golf Property Owner for the construction and installation of any of the foregoing improvements on or within any Golf Course Lot (i.e., appropriate screening as to view and sound from the Golf Property) have been satisfied by the Owner of such Golf Course Lot. The Owner and Occupants of any Golf Course Lot and any Improvements thereto, as well as their respective family members, guests, agents, employees and invitees, shall refrain from any actions or activities which would distract the playing qualities on the golf course located on the Golf Property or which would create a nuisance or annoyance, as determined in the sole and absolute discretion of either the ARC or the Golf Property Owner. Such prohibited activities shall include, without limitation, burning materials, plant life or other debris; maintenance of dogs or other pets which interfere with golf course play due to their barking or odors or entry onto the Golf Property; except as provided in Section 3.09(e) below, any entry onto the Golf Property (including, but not limited to, jogging, walking, picking up golf balls, hitting golf balls or attempting the unauthorized play of golf on the Golf Property) by the Owners and Occupants of any Golf Course Lot or the Improvements thereto, including, without limitation, the respective family members, guests, agents, employees, and invitees of such Owner or Occupants; playing of loud radios, televisions, stereos, or musical instruments, human noise level (i.e., voices, yelling, screaming, whistling or other sounds), which can be heard from the Golf Property; the maintenance of any outdoor recreational or fitness equipment or Improvements which result in noises whether by the persons using the same or by the Improvements themselves; or allowing trash, rubbish, weeds, or undergrowth to remain or grow on any Golf Course Lot which is unsightly.

(e) To the extent any Owner or Occupant is a Club Member, then such Owner or Occupant may access the Golf Property subject to all applicable rules and regulations adopted from time to time by the Club. Any entry by any Owner or Occupant onto the Golf Property does hereby assume the risk of injury and damage to person and property which could arise as a result of such entry and each Owner and Occupant, by entry onto the Golf Property does hereby irrevocably and unconditionally waive and release Developer, the ARC, the Board, Golf Property Owner, and their respective officers,

directors, shareholders, members, managers, partners, employees, agents and invitees from any and all liability of any nature whatsoever arising out of or in connection with any damage or injury (including death) to person or property caused by any golf balls entering onto such Lot.

(c) The following subsection is added to Section 5.05:

(i) Notwithstanding anything provided herein to the contrary, each contractor or builder selected by an Owner to construct a Dwelling on a Lot must be approved by the ARC, which approval may be granted or withheld by the ARC in its sole and absolute discretion. The contractor or builder must be approved by the ARC prior to the commencement of any construction activities on the applicable Lot. The ARC approval may include, without limitation, requirements that any proposed contractor or builder provide to the ARC all reasonably requested information concerning prior building experience, prior judgments, bankruptcies and foreclosures, the financial ability of such contractor to construct and complete a Dwelling within the Development, the past experience of such contractor or builder in working with architectural review committees in other developments substantially similar to the Development and any other factors which the ARC may from time to time determine to be necessary to ascertain that a proposed contractor or builder possesses the ability to construct a quality Dwelling on an applicable Lot.

(d) The following section is added to Article VI:

6.17 **MINIMUM LIVING SPACE AND HEIGHT LIMITATIONS.**

(a) The Minimum Living Space for any Dwelling constructed on a Watershed Couth Lot shall be 1,800 square feet.

(b) The height of all Dwellings within the Watershed South Subdivision shall be compatible with all other Dwellings adjacent to such Lot or Dwelling within the Watershed South Subdivision. No Dwelling in the Watershed South Subdivision shall exceed three (3) stories in height, as measured from the finished grade of the Lot on the front of the Dwelling facing a street or roadway. Towers, decks and outside porches shall be subject to the foregoing height limitations. Chimneys and roof finials are not subject to the foregoing height limitations.

3. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, as amended by the First Amendment, shall remain in full force and effect.

[ALL SIGNATURES ON THE FOLLOWING PAGES]

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

DEVELOPER:

**THE TEACHERS' RETIREMENT ⁵⁰⁵
SYSTEMS OF ALABAMA**, an
instrumentality of the State of Alabama

By: [Signature]

As its: Secretary - Treasurer

GRANTOR:

**THE EMPLOYEES' RETIREMENT ⁵⁰⁵
SYSTEMS OF ALABAMA**, an
instrumentality of the State of Alabama

By: [Signature]

As its: Secretary - Treasurer

ACKNOWLEDGMENTS

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David G. Bronner, whose name as Secretary-Treasurer of THE TEACHERS' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 Secretary-Treasurer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the 21st day of January, 2015

[Signature]
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: _____ My Commission Expires 7/01/2018

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David G. Bonner, whose name as Secretary-Treasurer of THE EMPLOYEES' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 Secretary-Treasurer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the 21st day of January, 2015.

Julia Churchill Biggs
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: _____ My Commission Expires 7/01/2018

This instrument prepared by:
James F. Watkins
Maynard Cooper & Gale PC
11 North Water Street, Suite 27000
Mobile, Alabama 36602

EXHIBIT A-2

Additional Property

COMMENCING AT THE SOUTHWEST CORNER OF LOT 10, THE WATERSHED SUBDIVISION, AS RECORDED ON SLIDE 2459-B AND 2459-C IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°18'58" WEST ALONG THE WEST LINE OF SAID WATERSHED SUBDIVISION A DISTANCE OF 232.79 FEET TO THE SOUTHWEST CORNER OF SAID WATERSHED SUBDIVISION AND THE POINT OF BEGINNING; THENCE RUN NORTH 56°55'49" EAST ALONG THE SOUTH LINE OF SAID WATERSHED SUBDIVISION A DISTANCE OF 44.33 FEET; THENCE RUN NORTH 63°57'30" EAST ALONG THE SOUTH LINE OF SAID WATERSHED SUBDIVISION A DISTANCE OF 101.13 FEET; THENCE RUN NORTH 58°53'26" EAST ALONG THE SOUTH LINE OF SAID WATERSHED SUBDIVISION A DISTANCE OF 41.87 FEET; THENCE RUN NORTH 48°41'04" EAST ALONG THE SOUTH LINE OF SAID WATERSHED SUBDIVISION A DISTANCE OF 72.08 FEET; THENCE RUN NORTH 53°05'12" EAST ALONG THE SOUTH LINE OF SAID WATERSHED SUBDIVISION A DISTANCE OF 53.56 FEET; THENCE RUN NORTH 89°19'27" WEST A DISTANCE OF 194.86 FEET TO THE WEST RIGHT-OF-WAY OF BATTLES ROAD; THENCE RUN SOUTH 00°11'08" EAST ALONG WEST RIGHT-OF-WAY OF BATTLES ROAD A DISTANCE OF 479.14 FEET; THENCE RUN NORTH 87°17'41" WEST A DISTANCE OF 345.36 FEET; THENCE CONTINUE NORTH 87°17'41" WEST A DISTANCE OF 113.98 FEET; THENCE RUN NORTH 00°18'58" EAST A DISTANCE OF 289.78 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL LYING WITHIN SECTION 30, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, AND CONTAINING 4.38 ACRES, MORE OR LESS.

STATE OF ALABAMA)
COUNTY OF BALDWIN)

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed: 7/24/2015 4:12 PM
TOTAL \$ 21.00
6 Pages

1526625



**FOURTH AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FOURTH AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Fourth Amendment") is made and entered into this 22nd day of June, 2015 by The Teachers' Retirement System of Alabama, an instrumentality of the State of Alabama, and The Employees' Retirement System of Alabama, an instrumentality of the State of Alabama (collectively the "Developer"), as successor to Point Clear Partners, LLC, a Delaware limited liability company ("PCP"), pursuant to the Deed in Lieu of Foreclosure (the "Deed in Lieu") dated June 28, 2013 and recorded as Instrument No. 1407039 of the records maintained in the Office of the Judge of Probate of Baldwin County, Alabama.

RECITALS:

PCP, Bayview II Developer, LLC, an Alabama limited liability company, and The Colony at The Grand Owners' Association, Inc., an Alabama nonprofit corporation, have heretofore executed The Colony at The Grand Declaration of Covenants, Conditions and Restrictions dated as of June 6, 2012 (the "Declaration") which has been recorded as Instrument No. 1343219 in the Office of the Judge of Probate of Baldwin County, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

PCP amended the Declaration by First Amendment to The Colony at The Grand Declaration of Covenants, Conditions and Restrictions (the "First Amendment") dated as of December 12, 2012 and recorded as Instrument No. 1373962 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Second Amendment to The Colony at The Grand Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") dated October 3, 2014 and recorded as Instrument No. 1480661 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Third Amendment to The Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Third Amendment") dated January 21, 2015

{03149547.1}

and recorded as Instrument No. 1516433 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer, as successor Developer pursuant to the assignment of declarant rights contained in the Deed in Lieu, has the sole right to amend the Declaration prior to the Turnover Date, which has not yet occurred.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby amend the Declarations, as amended by the First Amendment, Second Amendment, and Third Amendment, as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.02 of the Declaration, Developer does hereby declare that the Additional Property described on Exhibit "A-3" hereto shall be, and hereby is, submitted to all of the terms and provisions of the Declaration and that the Additional Property shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, Assessments, charges, liens, and regulations set forth in the Declaration, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. From and after the date hereof, all references in the Declaration to the Property shall mean and include the Additional Property described in Exhibit A-3 hereto and the original Property described in the Declaration, as amended by the First Amendment, Second Amendment, and the Third Amendment.
2. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, as amended by the First Amendment, the Second Amendment and the Third Amendment shall remain in full force and effect.

[ALL SIGNATURES ON THE FOLLOWING PAGES]

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

DEVELOPER:

THE TEACHERS' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama

By: [Signature]

As its: Secretary-Treasurer SOT

GRANTOR:

THE EMPLOYEES' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama

By: [Signature]

As its: Secretary-Treasurer SOT

ACKNOWLEDGMENTS

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David G. Brunner, whose name as Secretary-Treasurer of THE TEACHERS' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 Secretary-Treasurer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the 22nd day of June, 2015.

[Signature]
Notary Public

{AFFIX NOTARIAL SEAL}

My Commission Expires: 7/01/2018

My Commission Expires 7/01/2018

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David G. Blomer, whose name as Secretary-Treasurer of THE EMPLOYEES' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 Secretary-Treasurer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the 22nd day of June, 2015.

Synthia C. Biggen
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: My Commission Expires 7/01/2018

This instrument prepared by:
James F. Watkins
Maynard Cooper & Gale PC
11 North Water Street, Suite 27000
Mobile, Alabama 36602

EXHIBIT A-3

Additional Property

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1A, THE COLONY AT THE GRAND SUBDIVISION, PHASE 1A (REPLAT 2), AS SHOWN ON SLIDE 2502-D IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89°50'03" EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF OLD BATTLES ROAD A DISTANCE OF 1483.72 FEET TO A POINT; THENCE DEPARTING SAID RIGHT-OF-WAY RUN NORTH 00°08'26" WEST A DISTANCE OF 1280.54 FEET TO A POINT; THENCE RUN NORTH 90°00'00" WEST A DISTANCE OF 449.73 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 82°09'36" WEST A DISTANCE OF 92.18 FEET TO A POINT; THENCE RUN SOUTH 70°03'20" WEST A DISTANCE OF 26.85 FEET TO A POINT; THENCE RUN SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 107.31 FEET, AN ARC LENGTH OF 16.45 FEET, A CHORD BEARING SOUTH 22°31'35" EAST, AND A CHORD DISTANCE OF 16.44 FEET TO A POINT; THENCE RUN SOUTHERLY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3.57 FEET, AN ARC LENGTH OF 5.77 FEET, A CHORD BEARING SOUTH 15°27'17" WEST, AND A CHORD DISTANCE OF 5.16 FEET TO A POINT; THENCE RUN SOUTH 62°37'26" WEST A DISTANCE OF 14.66 FEET TO A POINT; THENCE RUN SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 198.62 FEET, AN ARC LENGTH OF 30.91 FEET, A CHORD BEARING SOUTH 31°39'03" EAST, AND A CHORD DISTANCE OF 30.88 FEET TO A POINT; THENCE RUN SOUTH 81°27'35" WEST A DISTANCE OF 176.00 FEET TO A POINT; THENCE RUN NORTH 08°28'51" WEST A DISTANCE OF 158.30 FEET TO A POINT; THENCE RUN NORTH 81°39'17" EAST A DISTANCE OF 102.60 FEET TO A POINT; THENCE RUN NORTH 88°27'48" EAST A DISTANCE OF 65.71 FEET TO A POINT; THENCE RUN SOUTH 75°37'29" EAST A DISTANCE OF 16.82 FEET TO A POINT; THENCE RUN SOUTHERLY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3.79 FEET, AN ARC LENGTH OF 4.45 FEET, A CHORD BEARING SOUTH 21°24'27" EAST, AND A CHORD DISTANCE OF 4.20 FEET TO A POINT; THENCE RUN SOUTH 80°39'19" EAST A DISTANCE OF 43.91 FEET TO A POINT; THENCE RUN NORTH 84°43'29" EAST A DISTANCE OF 69.07 FEET TO A POINT; THENCE RUN SOUTH 07°50'24" EAST A DISTANCE OF 63.90 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 0.82 ACRES, MORE OR LESS.

STATE OF ALABAMA)
COUNTY OF BALDWIN)

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/Verf. 1/8/2016 7:34 AM
TOTAL \$ 21.00
6 Pages

1550683



**FIFTH AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIFTH AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Fifth Amendment") is made and entered into this 5th day of January, 2016 by The Teachers' Retirement System of Alabama, an instrumentality of the State of Alabama, and The Employees' Retirement System of Alabama, an instrumentality of the State of Alabama (collectively the "Developer"), as successor to Point Clear Partners, LLC, a Delaware limited liability company ("PCP"), pursuant to the Deed in Lieu of Foreclosure (the "Deed in Lieu") dated June 28, 2013 and recorded as Instrument No. 1407039 of the records maintained in the Office of the Judge of Probate of Baldwin County, Alabama.

RECITALS:

PCP, Bayview II Developer, LLC, an Alabama limited liability company, and The Colony at The Grand Owners' Association, Inc., an Alabama nonprofit corporation, have heretofore executed The Colony at The Grand Declaration of Covenants, Conditions and Restrictions dated as of June 6, 2012 (the "Declaration") which has been recorded as Instrument No. 1343219 in the Office of the Judge of Probate of Baldwin County, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

PCP amended the Declaration by First Amendment to The Colony at The Grand Declaration of Covenants, Conditions and Restrictions (the "First Amendment") dated as of December 12, 2012 and recorded as Instrument No. 1373962 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Second Amendment to The Colony at The Grand Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") dated October 3, 2014 and recorded as Instrument No. 1480661 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Third Amendment to The Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Third Amendment") dated January 21, 2015

(03452085.1)

and recorded as Instrument No. 1516433 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Fourth Amendment to The Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Fourth Amendment") dated June 22, 2015 and recorded as Instrument No. 1526625 in the Office of the Judge of Probate of Baldwin County, Alabama

Developer, as successor Developer pursuant to the assignment of declarant rights contained in the Deed in Lieu, has the sole right to amend the Declaration prior to the Turnover Date, which has not yet occurred.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby amend the Declarations, as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.02 of the Declaration, Developer does hereby declare that the Additional Property described on **Exhibit "A-4"** hereto shall be, and hereby is, submitted to all of the terms and provisions of the Declaration and that the Additional Property shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, Assessments, charges, liens, and regulations set forth in the Declaration, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. From and after the date hereof, all references in the Declaration to the Property shall mean and include the Additional Property described in Exhibit A-4 hereto and the original Property described in the Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment.

2. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment shall remain in full force and effect.

[ALL SIGNATURES ON THE FOLLOWING PAGES]

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

DEVELOPER:

**THE TEACHERS' RETIREMENT
SYSTEMS OF ALABAMA, an**

instrumentality of the State of Alabama SOT

By: [Signature]

As its: CEO - Secretary / Treasurer

GRANTOR:

**THE EMPLOYEES' RETIREMENT
SYSTEMS OF ALABAMA, an**

instrumentality of the State of Alabama SOT

By: [Signature]

As its: CEO - Secretary / Treasurer

ACKNOWLEDGMENTS

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David G. Bionner, whose name as CEO - Secretary / Treasurer of THE TEACHERS' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 CEO - Secretary / Treasurer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the 5th day of January, 2015.

[Signature]
Notary Public

{AFFIX NOTARIAL SEAL}

My Commission Expires: 07/01/2018

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David G. Bronner, whose name as CEO-Secretary/Treasurer of THE EMPLOYEES' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 CEO-Secretary/Treasurer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the 5th day of January, 2016.

Sandra O. Biggins
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: 07/01/2018

This instrument prepared by:

James F. Watkins

Maynard Cooper & Gale PC

11 North Water Street, Suite 27000

Mobile, Alabama 36602

EXHIBIT A-4

Additional Property

DESCRIPTION OF BATTLES TRACE AT THE COLONY - PHASE 2

A PORTION OF LOT 1, THE COLONY AT THE GRAND SUBDIVISION (REPLAT), AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 2453-A IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BATTLES TRACE AT THE COLONY, PHASE 1, AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 2507-D IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89°42'30" WEST ALONG THE SOUTH RIGHT-OF-WAY OF COLONY DRIVE A DISTANCE OF 40.00 FEET TO A POINT AT THE INTERSECTION OF SAID COLONY DRIVE RIGHT-OF-WAY AND THE EAST RIGHT-OF-WAY OF BATTLES ROAD; THENCE RUN NORTH 00°09'49" WEST ALONG SAID BATTLES ROAD RIGHT-OF-WAY A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF COLONY DRIVE AND THE POINT OF BEGINNING; THENCE RUN NORTH 00°09'49" WEST ALONG SAID BATTLES ROAD RIGHT-OF-WAY A DISTANCE OF 575.95 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY RUN SOUTH 85°38'47" EAST A DISTANCE OF 191.97 FEET TO A POINT; THENCE RUN NORTH 81°46'37" EAST A DISTANCE OF 259.64 FEET TO A POINT; THENCE RUN NORTH 89°34'22" EAST A DISTANCE OF 85.21 FEET TO A POINT; THENCE RUN SOUTH 66°07'45" EAST A DISTANCE OF 60.96 FEET TO A POINT; THENCE RUN NORTH 76°57'44" EAST A DISTANCE OF 168.22 FEET TO A POINT; THENCE RUN NORTH 71°30'44" EAST A DISTANCE OF 97.99 FEET TO A POINT; THENCE RUN SOUTH 22°09'33" EAST A DISTANCE OF 111.15 FEET TO A POINT; THENCE RUN SOUTH 43°57'03" EAST A DISTANCE OF 25.60 FEET TO A POINT; THENCE RUN SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 189.00 FEET, AN ARC LENGTH OF 270.96 FEET, A CHORD BEARING SOUTH 04°52'46" EAST, AND A CHORD DISTANCE OF 248.35 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF COLONY DRIVE AS SHOWN ON PLAT FOR BATTLES TRACE AT THE COLONY, PHASE 1, RECORDED ON SLIDE 2507-B IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 45°06'39" WEST ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 28.38 FEET TO A POINT; THENCE RUN SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY AND A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 21.10 FEET, AN ARC LENGTH OF 26.79 FEET, A CHORD BEARING SOUTH 64°52'49" WEST, AND A CHORD DISTANCE OF 25.03 FEET TO A POINT; THENCE RUN WESTERLY ALONG SAID NORTH RIGHT-OF-WAY AND A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 37.54 FEET, A CHORD BEARING SOUTH 77°27'58" WEST, AND A CHORD DISTANCE OF 36.66 FEET TO A POINT; THENCE RUN WESTERLY ALONG SAID NORTH RIGHT-OF-WAY AND A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 336.00 FEET, AN ARC LENGTH OF 254.14 FEET, A CHORD BEARING SOUTH 75°11'33" WEST, AND A CHORD DISTANCE OF 248.13 FEET TO A POINT; THENCE RUN SOUTH 53°31'26" WEST ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 261.06 FEET TO A POINT; THENCE RUN WESTERLY ALONG SAID NORTH RIGHT-OF-WAY AND A CURVE TO THE RIGHT HAVING A RADIUS OF 184.00 FEET, AN ARC LENGTH OF 166.17 FEET, A CHORD BEARING SOUTH 79°23'47" WEST, AND A CHORD DISTANCE OF 160.58 FEET TO A POINT; THENCE RUN WESTERLY ALONG SAID NORTH RIGHT-OF-WAY AND A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 196.00 FEET, AN ARC LENGTH OF 72.45 FEET, A CHORD BEARING NORTH 85°19'12" WEST, AND A CHORD DISTANCE OF 72.04 FEET TO A POINT; THENCE RUN NORTH 88°38'05" WEST ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 22.09 FEET TO A POINT; THENCE RUN WESTERLY ALONG SAID NORTH RIGHT-OF-WAY AND A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 47.37 FEET, A CHORD BEARING SOUTH 71°01'03" WEST, AND A CHORD DISTANCE OF 47.26 FEET TO A POINT; THENCE RUN SOUTH 64°13'58" WEST ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 33.39 FEET TO A POINT; THENCE RUN WESTERLY ALONG SAID NORTH RIGHT-OF-WAY AND A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 27.29 FEET, A CHORD BEARING SOUTH 77°15'44" WEST, AND A CHORD DISTANCE OF 27.05 FEET TO A POINT; THENCE RUN NORTH 89°42'30" WEST ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 44.82 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL LYING WITHIN SECTION 30, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, AND CONTAINING 9.75 ACRES, MORE OR LESS.

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 1/20/2017 3:08 PM
TOTAL \$ 27.00
7 Pages

1613864

STATE OF ALABAMA)

COUNTY OF BALDWIN)



**SIXTH AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SIXTH AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Sixth Amendment") is made and entered into this 8th day of Dec., 2016 by The Teachers' Retirement System of Alabama, an instrumentality of the State of Alabama, and The Employees' Retirement System of Alabama, an instrumentality of the State of Alabama (collectively the "Developer"), as successor to Point Clear Partners, LLC, a Delaware limited liability company ("PCP"), pursuant to the Deed in Lieu of Foreclosure (the "Deed in Lieu") dated June 28, 2013 and recorded as Instrument No. 1407039 of the records maintained in the Office of the Judge of Probate of Baldwin County, Alabama.

RECITALS:

PCP, Bayview II Developer, LLC, an Alabama limited liability company, and The Colony at The Grand Owners' Association, Inc., an Alabama nonprofit corporation, have heretofore executed The Colony at The Grand Declaration of Covenants, Conditions and Restrictions dated as of June 6, 2012 (the "Declaration") which has been recorded as Instrument No. 1343219 in the Office of the Judge of Probate of Baldwin County, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

PCP amended the Declaration by First Amendment to The Colony at The Grand Declaration of Covenants, Conditions and Restrictions (the "First Amendment") dated as of December 12, 2012 and recorded as Instrument No. 1373962 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Second Amendment to The Colony at The Grand Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") dated October 3, 2014 and recorded as Instrument No. 1480661 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Third Amendment to The Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Third Amendment") dated January 21, 2015 and recorded as Instrument No. 1516433 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Fourth Amendment to The Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Fourth Amendment") dated June 22, 2015 and recorded as Instrument No. 1526625 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Fifth Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Fifth Amendment") dated January 5, 2016 and recorded as Instrument No. 1550683 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer, as successor Developer pursuant to the assignment of declarant rights contained in the Deed in Lieu, has the sole right to amend the Declaration prior to the Turnover Date, which has not yet occurred.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby amend the Declarations, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment, as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.02 of the Declaration, Developer does hereby declare that the Additional Property described on **Exhibit "A-5"** hereto shall be, and hereby is, submitted to all of the terms and provisions of the Declaration and that the Additional Property shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, Assessments, charges, liens, and regulations set forth in the Declaration, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. From and after the date hereof, all references in the Declaration to the Property shall mean and include the Additional Property described in Exhibit A-5 hereto and the original Property described in the Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment.

2. **Berm Easement/Restrictions.** The Additional Property, as described on Exhibit "A-5", is the same property which is the subject of the subdivision plat for Battles Trace at the Colony Phase 3 (the "Phase 3 Subdivision") which is recorded on Slide No. ~~28120~~ of the records maintained in the Office of the Judge of Probate of Baldwin County, Alabama (the "Phase 3 Plat"). The shaded/cross-hatched areas shown on Lots 89-108 of the Phase 3 Plat (the "Berm Easement Area") are hereby made subject to, and the Developer hereby reserves to itself, its successors and assigns, an exclusive easement in favor of the Developer, its successors and assigns, for the protection and maintenance of the berm/dam adjacent to Lots 89-108 of the Phase 3 Subdivision. Other than the Developer, its successors or assigns, no one, including the owner of such Lot, shall build, construct, install, maintain, or place any improvement, of any kind, whether permanent or temporary, including but not limited to, buildings, structures, landscaping, paving, gravel, rocks, aggregate, decks, walkways, sidewalks, or stairs, in, on, over, or under the Berm Easement Area, or take any other action which may alter the existing berm or

compromised the integrity of the Berm Easement Area without the prior written consent of the Developer, its successors or assigns, which consent may be withheld for any reason whatsoever. Nothing herein shall prohibit the owner of any such Lot subject to the easement reserved herein from access and enjoyment of the Berm Easement Area located on such Lot except as specifically set forth herein. Developer, its successors or assigns, shall have the right, at any time, to remove any improvements placed within the Berm Easement Area in violation of the Declaration and demand reimbursement for the same from such violating party. Each owner of a Lot which is burdened by the easement herein reserved shall be responsible for the maintenance and upkeep of the grass within the Berm Easement Area.

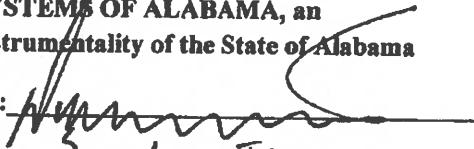
3. **Front Load Garage.** Notwithstanding anything contained in the Declaration, as the same may be amended from time to time, any Rules or Regulations promulgated by the Developer or the Association, or any standards promulgated by the Architectural Review Committee, Lots 90-107, inclusive, shall be allowed to have front loading garages with the garage doors visible from the street. All other Rules, Regulations or standards applicable to said lots shall remain in full force and effect.

4. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment shall remain in full force and effect.

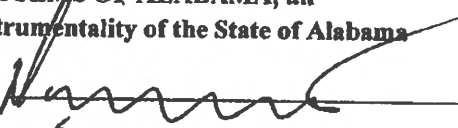
IN WITNESS WHEREOF, Developer has caused this Sixth Amendment to be executed as of the day and year first written above.

DEVELOPER:

THE TEACHERS' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama

By: 
As its: Secretary-Treasurer SDR

THE EMPLOYEES' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama

By: 
As its: Secretary-Treasurer SDR

ACKNOWLEDGMENTS

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David G. Bonner, whose name as Secretary-Treasurer of THE TEACHERS' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 Secretary-Treasurer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the 8th day of December, 2016.

Sandra C. Bigger
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: _____ My Commission Expires 7/01/2018

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David G. Bonner, whose name as Secretary-Treasurer of THE EMPLOYEES' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 Secretary-Treasurer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the 8th day of December, 2016.

Sandra C. Bigger
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: _____ My Commission Expires 7/01/2018

This instrument prepared by:
James F. Watkins
Maynard Cooper & Gale PC
11 North Water Street, Suite 27000
Mobile, Alabama 36602

EXHIBIT A-5

Additional Property
(Battles Trace Phase III)

A PORTION OF LOT 1, THE COLONY AT THE GRAND SUBDIVISION (REPLAT), AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 2453 IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 20, BATTLES TRACE PHASE I, AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 2507-D IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 25°56'38" WEST A DISTANCE OF 126.46 FEET TO A POINT; THENCE RUN NORTH 13°20'57" WEST A DISTANCE OF 326.16 FEET TO A POINT; THENCE RUN NORTH 90°00'00" EAST A DISTANCE OF 95.30 FEET TO A POINT; THENCE RUN NORTH 00°00'00" EAST A DISTANCE OF 526.90 FEET TO A POINT; THENCE RUN NORTH 84°13'21" EAST A DISTANCE OF 71.45 FEET TO A POINT; THENCE RUN NORTHERLY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 488.00 FEET, AN ARC LENGTH OF 149.76 FEET, A CHORD BEARING NORTH 14°22'55" WEST, AND A CHORD DISTANCE OF 149.17 FEET TO A POINT; THENCE RUN NORTH 02°05'04" WEST A DISTANCE OF 59.68 FEET TO A POINT; THENCE RUN NORTHERLY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 488.00 FEET, AN ARC LENGTH OF 276.06 FEET, A CHORD BEARING NORTH 17°37'39" EAST, AND A CHORD DISTANCE OF 272.39 FEET TO A POINT; THENCE RUN NORTHEASTERLY ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 37.00 FEET, AN ARC LENGTH OF 13.42 FEET, A CHORD BEARING NORTH 23°26'26" EAST, AND A CHORD DISTANCE OF 13.35 FEET TO A POINT; THENCE RUN NORTHEASTERLY ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 154.00 FEET, AN ARC LENGTH OF 173.41 FEET, A CHORD BEARING NORTH 45°18'25" EAST, AND A CHORD DISTANCE OF 164.40 FEET TO A POINT; THENCE RUN NORTHEASTERLY ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 28.49 FEET, A CHORD BEARING NORTH 23°09'36" EAST, AND A CHORD DISTANCE OF 24.39 FEET TO A POINT; THENCE RUN NORTH 59°54'28" EAST A DISTANCE OF 30.01 FEET TO A POINT; THENCE RUN NORTH 31°14'48" WEST A DISTANCE OF 18.15 FEET TO A POINT; THENCE RUN NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 115.00 FEET, AN ARC LENGTH OF 50.57 FEET, A CHORD BEARING NORTH 43°50'43" WEST, AND A CHORD DISTANCE OF 50.17 FEET TO A POINT; THENCE RUN NORTH 33°33'21" EAST A DISTANCE OF 22.72 FEET TO A POINT; THENCE RUN NORTH 00°03'47" EAST A DISTANCE OF 140.14 FEET TO A POINT; THENCE RUN SOUTH 89°55'58" EAST A DISTANCE OF 535.00 FEET TO A POINT; THENCE RUN SOUTH 00°03'47" WEST A DISTANCE OF 156.52 FEET TO A POINT; THENCE RUN SOUTHWESTERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 165.00 FEET, AN ARC LENGTH OF 44.40 FEET, A CHORD BEARING SOUTH 56°30'17" WEST, AND A CHORD DISTANCE OF 44.26 FEET TO A POINT; THENCE RUN WESTERLY ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 15.61 FEET, A CHORD BEARING SOUTH 78°36'45" WEST, AND A CHORD DISTANCE OF 14.92 FEET TO A POINT; THENCE RUN SOUTH 57°44'44" EAST A DISTANCE OF

56.88 FEET TO A POINT; THENCE RUN SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 119.00 FEET, AN ARC LENGTH OF 22.99 FEET, A CHORD BEARING SOUTH 38°23'06" EAST, AND A CHORD DISTANCE OF 22.96 FEET TO A POINT; THENCE RUN SOUTHEASTERLY ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 37.00 FEET, AN ARC LENGTH OF 18.62 FEET, A CHORD BEARING SOUTH 47°16'00" EAST, AND A CHORD DISTANCE OF 18.42 FEET TO A POINT; THENCE RUN EASTERLY ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1372.11 FEET, AN ARC LENGTH OF 533.17 FEET, A CHORD BEARING SOUTH 72°48'55" EAST, AND A CHORD DISTANCE OF 529.82 FEET TO A POINT; THENCE RUN SOUTH 85°12'58" EAST A DISTANCE OF 60.77 FEET TO A POINT; THENCE RUN EASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1372.11 FEET, AN ARC LENGTH OF 101.72 FEET, A CHORD BEARING SOUTH 88°36'33" EAST, AND A CHORD DISTANCE OF 101.70 FEET TO A POINT; THENCE RUN SOUTHEASTERLY ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 434.03 FEET, A CHORD BEARING SOUTH 49°17'11" EAST, AND A CHORD DISTANCE OF 397.15 FEET TO A POINT; THENCE RUN SOUTH 07°50'24" EAST A DISTANCE OF 244.44 FEET TO A POINT; THENCE CONTINUE SOUTH 07°50'24" EAST A DISTANCE OF 60.00 FEET TO A POINT; THENCE CONTINUE SOUTH 07°50'24" EAST A DISTANCE OF 176.34 FEET TO A POINT; THENCE RUN SOUTH 82°09'36" WEST A DISTANCE OF 50.00 FEET TO A POINT; THENCE RUN NORTH 07°50'24" WEST A DISTANCE OF 176.34 FEET TO A POINT; THENCE CONTINUE NORTH 07°50'24" WEST A DISTANCE OF 60.00 FEET TO A POINT; THENCE CONTINUE NORTH 07°50'24" WEST A DISTANCE OF 244.44 FEET TO A POINT; THENCE RUN NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 39.00 FEET, A CHORD BEARING NORTH 12°18'31" WEST, AND A CHORD DISTANCE OF 38.96 FEET TO A POINT; THENCE RUN NORTHWESTERLY ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 106.00 FEET, AN ARC LENGTH OF 165.30 FEET, A CHORD BEARING NORTH 61°27'09" WEST, AND A CHORD DISTANCE OF 149.05 FEET TO A POINT; THENCE RUN WESTERLY ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 319.00 FEET, AN ARC LENGTH OF 244.61 FEET, A CHORD BEARING NORTH 84°09'38" WEST, AND A CHORD DISTANCE OF 238.66 FEET TO A POINT; THENCE RUN NORTHWESTERLY ALONG A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 69.00 FEET, AN ARC LENGTH OF 39.62 FEET, A CHORD BEARING NORTH 45°44'32" WEST, AND A CHORD DISTANCE OF 39.08 FEET TO A POINT; THENCE RUN NORTH 29°17'28" WEST A DISTANCE OF 31.70 FEET TO A POINT; THENCE RUN NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 87.00 FEET, AN ARC LENGTH OF 79.05 FEET, A CHORD BEARING NORTH 55°19'13" WEST, AND A CHORD DISTANCE OF 76.36 FEET TO A POINT; THENCE RUN WESTERLY ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1422.11 FEET, AN ARC LENGTH OF 235.11 FEET, A CHORD BEARING NORTH 76°36'48" WEST, AND A CHORD DISTANCE OF 234.84 FEET TO A POINT; THENCE RUN NORTH 71°48'58" WEST A DISTANCE OF 197.15 FEET TO A POINT; THENCE RUN SOUTHERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 160.50 FEET, AN ARC LENGTH OF 40.88 FEET, A CHORD BEARING SOUTH 12°52'07" WEST, AND A CHORD DISTANCE OF 40.77 FEET TO A POINT; THENCE RUN SOUTH 45°38'37" WEST A DISTANCE OF 288.80 FEET TO A POINT; THENCE RUN NORTH 25°21'51" WEST A DISTANCE OF 109.69 FEET TO A POINT;

THENCE RUN NORTH 71°30'09" WEST A DISTANCE OF 159.64 FEET TO A POINT; THENCE RUN SOUTH 62°47'42" WEST A DISTANCE OF 159.66 FEET TO A POINT; THENCE RUN SOUTH 16°14'54" WEST A DISTANCE OF 175.97 FEET TO A POINT; THENCE RUN SOUTH 16°02'45" EAST A DISTANCE OF 176.10 FEET TO A POINT; THENCE RUN SOUTH 28°32'24" EAST A DISTANCE OF 123.38 FEET TO A POINT; THENCE RUN SOUTH 06°51'19" EAST A DISTANCE OF 403.45 FEET TO A POINT; THENCE RUN SOUTH 22°49'37" WEST A DISTANCE OF 245.32 FEET TO A POINT; THENCE RUN SOUTH 09°58'19" WEST A DISTANCE OF 86.31 FEET TO A POINT; THENCE RUN SOUTH 05°30'55" EAST A DISTANCE OF 129.23 FEET TO A POINT; THENCE RUN SOUTH 13°48'26" EAST A DISTANCE OF 116.55 FEET TO A POINT; THENCE RUN NORTH 89°37'01" WEST A DISTANCE OF 61.31 FEET TO A POINT; THENCE RUN NORTH 68°48'04" WEST A DISTANCE OF 144.76 FEET TO A POINT; THENCE RUN NORTH 46°50'25" WEST A DISTANCE OF 64.27 FEET TO A POINT; THENCE RUN SOUTH 68°10'17" WEST A DISTANCE OF 25.01 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED BATTLES TRACE PHASE 3 CONTAINING 18.42 ACRES, MORE OR LESS.

STATE OF ALABAMA)
COUNTY OF BALDWIN)

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 1/20/2017 3:10 PM
TOTAL \$ 21.00
6 Pages

1613866



**SEVENTH AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SEVENTH AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Seventh Amendment") is made and entered into this ~~th~~ day of Dec, 2016 by The Teachers' Retirement System of Alabama, an instrumentality of the State of Alabama, and The Employees' Retirement System of Alabama, an instrumentality of the State of Alabama (collectively the "Developer"), as successor to Point Clear Partners, LLC, a Delaware limited liability company ("PCP"), pursuant to the Deed in Lieu of Foreclosure (the "Deed in Lieu") dated June 28, 2013 and recorded as Instrument No. 1407039 of the records maintained in the Office of the Judge of Probate of Baldwin County, Alabama.

RECITALS:

PCP, Bayview II Developer, LLC, an Alabama limited liability company, and The Colony at The Grand Owners' Association, Inc., an Alabama nonprofit corporation, have heretofore executed The Colony at The Grand Declaration of Covenants, Conditions and Restrictions dated as of June 6, 2012 (the "Declaration") which has been recorded as Instrument No. 1343219 in the Office of the Judge of Probate of Baldwin County, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

PCP amended the Declaration by First Amendment to The Colony at The Grand Declaration of Covenants, Conditions and Restrictions (the "First Amendment") dated as of December 12, 2012 and recorded as Instrument No. 1373962 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Second Amendment to The Colony at The Grand Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") dated October 3, 2014 and recorded as Instrument No. 1480661 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Third Amendment to The Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Third Amendment") dated January 21, 2015 and recorded as Instrument No. 1516433 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Fourth Amendment to The Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Fourth Amendment") dated June 22, 2015 and recorded as Instrument No. 1526625 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Fifth Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Fifth Amendment") dated January 5, 2016 and recorded as Instrument No. 1550683 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Sixth Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Sixth Amendment") dated December 8th, 2016 and recorded as Instrument No. 1550684 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer, as successor Developer pursuant to the assignment of declarant rights contained in the Deed in Lieu, has the sole right to amend the Declaration prior to the Turnover Date, which has not yet occurred.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby amend the Declarations, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment, as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.02 of the Declaration, Developer does hereby declare that the Additional Property described on **Exhibit "A-6"** hereto shall be, and hereby is, submitted to all of the terms and provisions of the Declaration and that the Additional Property shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, Assessments, charges, liens, and regulations set forth in the Declaration, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. From and after the date hereof, all references in the Declaration to the Property shall mean and include the Additional Property described in Exhibit A-6 hereto and the original Property described in the Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment.

2. **Drainage Easement/Restrictions.** The Additional Property, as described on Exhibit "A-6", is the same property which is the subject of the subdivision plat for Azalea at the Colony (the "Azalea Subdivision") which is recorded on Slide No. 258 of the records maintained in the Office of the Judge of Probate of Baldwin County, Alabama (the "Azalea Plat"). The Azalea Plat indicates a twenty (20) foot minimum building setback line and drainage easement area. The twenty (20) foot strip along the southeast boundary line of each Lot shown on the Azalea Plat (the area within the minimum setback) (the "Drainage Easement Area") is hereby made subject to, and the Developer hereby reserves to itself, its successors and assigns, an exclusive easement in favor of the Developer, its successors and assigns, for (i)

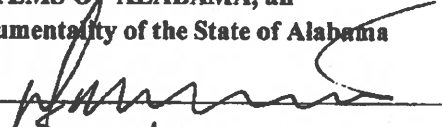
the installation and maintenance of drainage improvements over, under and across said twenty (20) foot strip and (ii) the installation, maintenance and repair of such retaining walls or other structures as Developer, its successors and assigns, shall deem necessary or appropriate, in its sole discretion. Other than the Developer, its successors or assigns, no one, including the owner of such Lot, shall build, construct, install, maintain, or place any improvement, of any kind, whether permanent or temporary, including but not limited to, buildings, structures, landscaping, paving, gravel, rocks, aggregate, decks, walkways, sidewalks, or stairs, in, on, over, or under the Drainage Easement Area, or take any other action which may alter the existing topography or change, alter in any way, or compromised the integrity of any retaining wall now or hereafter installed upon the Drainage Easement Area without the prior written consent of the Developer, its successors or assigns, which consent may be withheld for any reason whatsoever. Nothing herein shall prohibit the owner of any Lot subject to the easement reserved herein from access and enjoyment of the Drainage Easement Area located on such Lot except as specifically set forth herein. Developer, its successors or assigns, shall have the right, at any time, to remove any improvements placed within the Drainage Easement Area in violation of the Declaration and demand reimbursement for the same from such violating party. Each owner of a Lot which is burdened by the easement herein reserved shall be responsible for the maintenance and upkeep of the grass within the Drainage Easement Area.

3. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment shall remain in full force and effect.

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

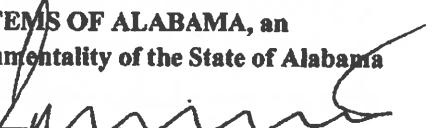
DEVELOPER:

**THE TEACHERS' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama**

By: 

As its: Secretary-Treasurer SOT

**THE EMPLOYEES' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama**

By: 

As its: Secretary-Treasurer SOT

ACKNOWLEDGMENTS

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David G. Bronner, whose name as Secretary-Treasurer of THE TEACHERS' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 Secretary-Treasurer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the 8th day of Dec., 2016.

Sandra C. Biggler
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: _____ My Commission Expires 7/01/2018

My Commission Expires 7/01/2018

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David G. Bronner, whose name as Secretary-Treasurer of THE EMPLOYEES' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 Secretary-Treasurer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the 8th day of Dec., 2016.

Sandra C. Biggler
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: _____ My Commission Expires 7/01/2018

This instrument prepared by:

James F. Watkins

Maynard Cooper & Gale PC

11 North Water Street, Suite 27000

Mobile, Alabama 36602

My Commission Expires 7/01/2018

EXHIBIT A-6

Additional Property
(Azalea at the Colony)

BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, T6S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89°19'56" EAST A DISTANCE OF 632.12 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD NO. 3 (A.K.A. SECTION STREET, 80' R/W); THENCE RUN SOUTH 00°02'56" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 300.20 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTH 89°58'53" WEST A DISTANCE OF 115.18 FEET TO A POINT; THENCE RUN NORTH 00°02'12" WEST A DISTANCE OF 43.07 FEET TO A POINT; THENCE RUN NORTH 48°52'57" WEST A DISTANCE OF 50.17 FEET TO A POINT; THENCE RUN NORTH 71°12'51" WEST A DISTANCE OF 104.93 FEET TO A POINT; THENCE RUN NORTH 57°36'07" WEST A DISTANCE OF 50.12 FEET TO A POINT; THENCE RUN NORTH 33°49'56" WEST A DISTANCE OF 68.45 FEET TO A POINT; THENCE RUN NORTH 57°03'10" WEST A DISTANCE OF 84.47 FEET TO A POINT; THENCE RUN NORTH 00°08'35" EAST A DISTANCE OF 55.35 FEET TO A POINT; THENCE RUN NORTH 89°19'56" WEST A DISTANCE OF 228.80 FEET TO A POINT; THENCE RUN NORTH 00°08'55" WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 1.97 ACRES, MORE OR LESS.

BALDWIN COUNTY, ALABAMA
TIM RUSSELL, PROBATE JUDGE
Filed/cert. 11/22/2017 7:55 AM
TOTAL \$ 25.00
5 Pages

1667368

STATE OF ALABAMA)
COUNTY OF BALDWIN)



**EIGHTH AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS EIGHTH AMENDMENT TO THE COLONY AT THE GRAND DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Eighth Amendment") is made and
entered into this ^{Nov}16th day of October, 2017 by The Teachers' Retirement System of Alabama, an
instrumentality of the State of Alabama, and The Employees' Retirement System of Alabama, an
instrumentality of the State of Alabama (collectively the "Developer"), as successor to Point Clear
Partners, LLC, a Delaware limited liability company ("PCP"), pursuant to the Deed in Lieu of
Foreclosure (the "Deed in Lieu") dated June 28, 2013 and recorded as Instrument No. 1407039 of the
records maintained in the Office of the Judge of Probate of Baldwin County, Alabama.

RECITALS:

PCP, Bayview II Developer, LLC, an Alabama limited liability company, and The Colony at The
Grand Owners' Association, Inc., an Alabama nonprofit corporation, have heretofore executed The
Colony at The Grand Declaration of Covenants, Conditions and Restrictions dated as of June 6, 2012 (the
"Declaration") which has been recorded as Instrument No. 1343219 in the Office of the Judge of Probate
of Baldwin County, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the
same meanings given to them in the Declaration.*

PCP amended the Declaration by First Amendment to The Colony at The Grand Declaration of
Covenants, Conditions and Restrictions (the "First Amendment") dated as of December 12, 2012 and
recorded as Instrument No. 1373962 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Second Amendment to The Colony at The Grand
Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") dated October 3, 2014
and recorded as Instrument No. 1480661 in the Office of the Judge of Probate of Baldwin County,
Alabama.

Developer further amended the Declaration by Third Amendment to The Colony at the Grand
Declaration of Covenants, Conditions and Restrictions (the "Third Amendment") dated January 21, 2015
and recorded as Instrument No. 1516433 in the Office of the Judge of Probate of Baldwin County,
Alabama.

Developer further amended the Declaration by Fourth Amendment to The Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Fourth Amendment") dated June 22, 2015 and recorded as Instrument No. 1526625 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Fifth Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Fifth Amendment") dated January 5, 2016 and recorded as Instrument No. 1550683 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Sixth Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Sixth Amendment") dated December 8, 2016 and recorded as Instrument No. 1613864 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Seventh Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Seventh Amendment") dated December 8, 2016 and recorded as Instrument No. 1613866 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer, as successor Developer pursuant to the assignment of declarant rights contained in the Deed in Lieu, has the sole right to amend the Declaration prior to the Turnover Date, which has not yet occurred.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby amend the Declarations, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment, as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.02 of the Declaration, Developer does hereby declare that the Additional Property described on **Exhibit "A-7"** hereto shall be, and hereby is, submitted to all of the terms and provisions of the Declaration and that the Additional Property shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, Assessments, charges, liens, and regulations set forth in the Declaration, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. From and after the date hereof, all references in the Declaration to the Property shall mean and include the Additional Property described in **Exhibit "A-7"** hereto and the original Property described in the Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment.

2. **Carport Allowance.** The Additional Property, as described on **Exhibit "A-7"**, is the same property which is the subject of the subdivision plat for Battles Trace at the Colony, Phase 4 (the "Phase 4 Subdivision") which is recorded on Slide No. 2614-C (Inst. No. 1660026) of the records

maintained in the Office of the Judge of Probate of Baldwin County, Alabama (the "Phase 4 Plat"). With respect to Lots 110 – 136, inclusive, notwithstanding anything contained in the Declaration, as the same may be amended from time to time, any Rules and Regulations promulgated by the Developer or the Association, or any standards promulgated by the Architectural Review Committee, said lots shall be allowed to have carports behind the Dwelling located on such lot. All other aspects of the Declaration, the Rules and Regulations, and any standards of the Architectural Review Committee applicable to said lots shall remain in full force and effect.

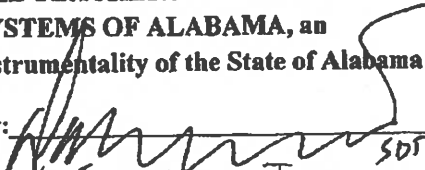
3. **Azalea at the Colony Amendments.** Pursuant to the Seventh Amendment, the Azalea Subdivision, as defined in the Seventh Amendment, was brought under the authority of the Declaration. The Azalea Plat, as defined in the Seventh Amendment, reflects six (6) residential lots in the Azalea Subdivision. Section 1.39 of the Declaration is hereby amended to include each of Lots 1 through 6, inclusive, of the Azalea Subdivision, as a Golf Course Lot. Developer does hereby establish, grant, and reserve to the Golf Property Owner, its employees, agents, guests and invitees, the same easements as established under Section 3.08 of the Declaration with respect to Lots 1 through 6 of the Azalea Subdivision. Additionally, Lots 1 through 6 of the Azalea Subdivision are hereby made subject to the same use restrictions as are set forth in Section 3.09 of the Declaration with respect to Golf Course Lots.

4. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment shall remain in full force and effect.

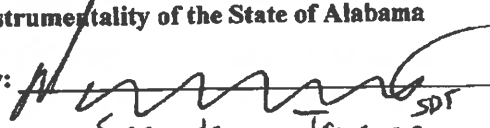
IN WITNESS WHEREOF, Developer has caused this Eighth Amendment to be executed as of the day and year first written above.

DEVELOPER:

**THE TEACHERS' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama**

By: 
As its: Secretary-Treasurer SDT

**THE EMPLOYEES' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama**

By: 
As its: Secretary-Treasurer SDT

ACKNOWLEDGMENTS

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David G. Bronner, whose name as Secretary-Treasurer of THE TEACHERS' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 Secretary-Treasurer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the 16th day of November, 2017.

Sandra C. Bigger
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: _____

My Commission Expires 7/01/2018

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David G. Bronner, whose name as Secretary-Treasurer of THE EMPLOYEES' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 Secretary-Treasurer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the 16th day of November, 2017.

Sandra C. Bigger
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: _____

My Commission Expires 7/01/2018

This instrument prepared by:

James F. Watkins

Maynard Cooper & Gale PC

11 North Water Street, Suite 27000

Mobile, Alabama 36602

EXHIBIT A-7

Additional Property

(Battles Trace at the Colony, Phase 4)

A NORTHWEST PORTION OF LOT 1, THE COLONY AT THE GRAND SUBDIVISION (REPLAT), AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 2453 IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF COMMON AREA "D", BATTLES TRACE PHASE 1, AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 2507-D IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 90°00'00" WEST A DISTANCE OF 289.54 FEET TO A POINT; THENCE RUN NORTH 01°39'32" WEST A DISTANCE OF 47.83 FEET TO A POINT; THENCE RUN NORTH 78°43'35" WEST A DISTANCE OF 20.93 FEET TO A POINT; THENCE RUN NORTH 00°16'02" EAST A DISTANCE OF 16.88 FEET TO A POINT; THENCE RUN NORTH 89°49'56" WEST A DISTANCE OF 86.14 FEET TO A POINT; THENCE RUN NORTH 78°24'00" WEST A DISTANCE OF 18.35 FEET TO A POINT; THENCE RUN NORTH 03°23'06" WEST A DISTANCE OF 341.24 FEET TO A POINT; THENCE RUN SOUTH 89°47'36" EAST A DISTANCE OF 196.60 FEET TO A POINT; THENCE RUN NORTH 00°08'41" EAST A DISTANCE OF 434.97 FEET TO A POINT; THENCE RUN SOUTH 89°55'58" EAST A DISTANCE OF 478.57 FEET TO A POINT; THENCE RUN SOUTH 00°03'47" WEST A DISTANCE OF 140.14 FEET TO A POINT; THENCE RUN SOUTH 33°33'21" WEST A DISTANCE OF 20.35 FEET TO A POINT; THENCE RUN SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 114.93 FEET, AN ARC LENGTH OF 45.28 FEET, A CHORD BEARING SOUTH 42°31'32" EAST, AND A CHORD DISTANCE OF 44.99 FEET TO A POINT; THENCE RUN SOUTH 31°14'48" EAST A DISTANCE OF 24.01 FEET TO A POINT; THENCE RUN SOUTH 59°54'28" WEST A DISTANCE OF 30.01 FEET TO A POINT; THENCE RUN SOUTHWESTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 28.49 FEET, A CHORD BEARING SOUTH 23°09'36" WEST, AND A CHORD DISTANCE OF 24.39 FEET TO A POINT; THENCE RUN SOUTHWESTERLY ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 154.00 FEET, AN ARC LENGTH OF 173.41 FEET, A CHORD BEARING SOUTH 45°18'25" WEST, AND A CHORD DISTANCE OF 164.40 FEET TO A POINT; THENCE RUN SOUTHWESTERLY ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 37.00 FEET, AN ARC LENGTH OF 13.42 FEET, A CHORD BEARING SOUTH 23°26'26" WEST, AND A CHORD DISTANCE OF 13.35 FEET TO A POINT; THENCE RUN SOUTHERLY ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 488.00 FEET, AN ARC LENGTH OF 276.06 FEET, A CHORD BEARING SOUTH 17°37'39" WEST, AND A CHORD DISTANCE OF 272.39 FEET TO A POINT; THENCE RUN SOUTH 02°05'04" EAST A DISTANCE OF 59.68 FEET TO A POINT; THENCE RUN SOUTHERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 488.00 FEET, AN ARC LENGTH OF 149.76 FEET, A CHORD BEARING SOUTH 14°22'55" EAST, AND A CHORD DISTANCE OF 149.17 FEET TO A POINT; THENCE RUN SOUTH 84°13'21" WEST A DISTANCE OF 71.45 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 8.61 ACRES, MORE OR LESS.

EXHIBIT A-8
Additional Property

(Camellia at the Colony)

A PORTION OF TAX PARCEL NUMBER 05-46-09-30-0-000-090.000 DESCRIBED WITHIN INSTRUMENT NUMBER 1024402 RECORDED IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF WATERSHED SOUTH SUBDIVISION, AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 2534-C IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 87°15'50" EAST A DISTANCE OF 131.60 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604" ON THE WEST RIGHT-OF-WAY OF BATTLES ROAD; THENCE RUN SOUTH 00°09'28" EAST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 432.38 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 75°13'46" WEST A DISTANCE OF 98.70 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 38°08'30" WEST A DISTANCE OF 65.36 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 13°54'35" WEST A DISTANCE OF 60.01 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 00°09'28" WEST A DISTANCE OF 258.36 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 10°48'48" EAST A DISTANCE OF 97.55 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 1.49 ACRES, MORE OR LESS.

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 10/23/2018 4:01 PM
TOTAL \$ 28.00
6 Pages

1726297

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**NINTH AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS NINTH AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Ninth Amendment") is made and entered into this 10th day of October, 2018 by The Teachers' Retirement System of Alabama, an instrumentality of the State of Alabama, and The Employees' Retirement System of Alabama, an instrumentality of the State of Alabama (collectively the "Developer"), as successor to Point Clear Partners, LLC, a Delaware limited liability company ("PCP"), pursuant to the Deed in Lieu of Foreclosure (the "Deed in Lieu") dated June 28, 2013 and recorded as Instrument No. 1407039 of the records maintained in the Office of the Judge of Probate of Baldwin County, Alabama.

RECITALS:

PCP, Bayview II Developer, LLC, an Alabama limited liability company, and The Colony at The Grand Owners' Association, Inc., an Alabama nonprofit corporation, have heretofore executed The Colony at The Grand Declaration of Covenants, Conditions and Restrictions dated as of June 6, 2012 (the "Declaration") which has been recorded as Instrument No. 1343219 in the Office of the Judge of Probate of Baldwin County, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

PCP amended the Declaration by First Amendment to The Colony at The Grand Declaration of Covenants, Conditions and Restrictions (the "First Amendment") dated as of December 12, 2012 and recorded as Instrument No. 1373962 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Second Amendment to The Colony at The Grand Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") dated October 3, 2014 and recorded as Instrument No. 1480661 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Third Amendment to The Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Third Amendment") dated January 21, 2015 and recorded as Instrument No. 1516433 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Fourth Amendment to The Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Fourth Amendment") dated June 22, 2015 and recorded as Instrument No. 1526625 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Fifth Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Fifth Amendment") dated January 5, 2016 and recorded as Instrument No. 1550683 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Sixth Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Sixth Amendment") dated December 8, 2016 and recorded as Instrument No. 1613864 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Seventh Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Seventh Amendment") dated December 8, 2016 and recorded as Instrument No. 1613866 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Eighth Amendment to the Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Eighth Amendment") dated November 16, 2017 and recorded as Instrument No. 1667368 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer, as successor Developer pursuant to the assignment of declarant rights contained in the Deed in Lieu, has the sole right to amend the Declaration prior to the Turnover Date, which has not yet occurred.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby amend the Declarations, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, and Eighth Amendment, as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.02 of the Declaration, Developer does hereby declare that the Additional Property described on **Exhibit "A-8"** hereto shall be, and hereby is, submitted to all of the terms and provisions of the Declaration, as amended, and that the Additional Property shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, Assessments, charges, liens, and regulations set forth in the Declaration, as amended, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. From and after the date hereof, all references in the Declaration to the Property shall mean and include the Additional Property described in **Exhibit "A-8"** hereto and the original Property described in the Declaration, as amended by the First Amendment, the Second Amendment, the

Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment and the Eighth Amendment.

2. **Golf Course Lot Designation/Restrictions.** The Additional Property, as described on Exhibit "A-8", is the same property which is the subject of the subdivision plat for Camellia at the Colony (the "Camellia Subdivision") which is recorded on Slide No. 2652-D (Inst. No. 1717645) of the records maintained in the Office of the Judge of Probate of Baldwin County, Alabama (the "Camellia Plat"). The Camellia Plat reflects a seven (7) lot residential subdivision with ancillary Common Area. Lots 1 through 7, inclusive, of the Camellia Subdivision (each a "Camellia Lot") are each designated as a Golf Course Lot, as defined in Section 1.39 of the Declaration, as amended. Developer does hereby establish, grant, and reserve to the Golf Property Owner, its employees, agents, guests and invitees, the same easements as established under Section 3.08 of the Declaration, as amended, with respect to each Camellia Lot. Additionally, each Camellia Lot is hereby made subject to the same use restrictions as are set forth in Section 3.09 of the Declaration, as amended, with respect to Golf Course Lots.

3. **Minimum Living Space and Height Limitations for Camellia Lots.** The Minimum Living Space for any Dwelling constructed on a Camellia Lot shall be 1,800 square feet. The height of all Dwellings within the Camellia Subdivision shall be compatible with all other Dwellings adjacent to such Lot or Dwelling within the Camellia Subdivision. No Dwelling in the Camellia Subdivision shall exceed three (3) stories in height, as measured from the finished grade of the Camellia Lot on the front of the Dwelling facing a street or roadway. Towers, decks and outside porches shall be subject to the foregoing height limitations. Chimneys and roof finials are not subject to the foregoing height limitations, provided they are approved by the ARC.

4. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, Seventh Amendment, and Eighth Amendment shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

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

DEVELOPER:

**THE TEACHERS' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama**

By: [Signature]

As its: Assistant Director of Real Estate Investments

**THE EMPLOYEES' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama**

By: [Signature]

As its: Assistant Director of Real Estate Investments

ACKNOWLEDGMENTS

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Steve Timms, whose name as Assistant Director of THE TEACHERS' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 Assistant Dir. Real Estate and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the 10th day of October, 2018.

[Signature]
Notary Public

{AFFIX NOTARIAL SEAL}

My Commission Expires: 6-29-2022



STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Stew Timms, whose name as Assistant Dir. Real Estate of THE EMPLOYEES' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 Assistant Dir. Real Estate and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the 10th day of October, 2018.

Sandra C. Biggs
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: 6.29.22

This instrument prepared by:
James F. Watkins
Maynard Cooper & Gale PC
11 North Water Street, Suite 27000
Mobile, Alabama 36602

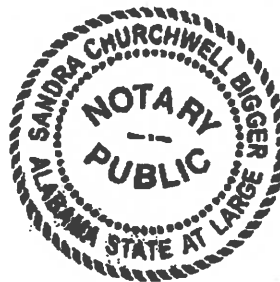


EXHIBIT A-8
Additional Property

(Camellia at the Colony)

A PORTION OF TAX PARCEL NUMBER 05-46-09-30-0-000-090.000 DESCRIBED WITHIN INSTRUMENT NUMBER 1024402 RECORDED IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF WATERSHED SOUTH SUBDIVISION, AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 2534-C IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 87°15'50" EAST A DISTANCE OF 131.60 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604" ON THE WEST RIGHT-OF-WAY OF BATTLES ROAD; THENCE RUN SOUTH 00°09'28" EAST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 432.38 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 75°13'46" WEST A DISTANCE OF 98.70 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 38°08'30" WEST A DISTANCE OF 65.36 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 13°54'35" WEST A DISTANCE OF 60.01 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 00°09'28" WEST A DISTANCE OF 258.36 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 10°48'48" EAST A DISTANCE OF 97.55 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 1.49 ACRES, MORE OR LESS.

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/Recd. 4/22/2019 8:01 AM
TOTAL \$ 81.00
7 Pages

1755036



STATE OF ALABAMA)

COUNTY OF BALDWIN)

**TENTH AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS TENTH AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Tenth Amendment") is made and entered into this 29th day of March, 2019 by The Teachers' Retirement System of Alabama, an instrumentality of the State of Alabama, and The Employees' Retirement System of Alabama, an instrumentality of the State of Alabama (collectively the "Developer"), as successor to Point Clear Partners, LLC, a Delaware limited liability company ("PCP"), pursuant to the Deed in Lieu of Foreclosure (the "Deed in Lieu") dated June 28, 2013 and recorded as Instrument No. 1407039 of the records maintained in the Office of the Judge of Probate of Baldwin County, Alabama.

RECITALS:

PCP, Bayview II Developer, LLC, an Alabama limited liability company, and The Colony at The Grand Owners' Association, Inc., an Alabama nonprofit corporation, have heretofore executed The Colony at The Grand Declaration of Covenants, Conditions and Restrictions dated as of June 6, 2012 (the "Declaration") which has been recorded as Instrument No. 1343219 in the Office of the Judge of Probate of Baldwin County, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

PCP amended the Declaration by First Amendment to The Colony at The Grand Declaration of Covenants, Conditions and Restrictions (the "First Amendment") dated as of December 12, 2012 and recorded as Instrument No. 1373962 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Second Amendment to The Colony at The Grand Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") dated October 3, 2014 and recorded as Instrument No. 1480661 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Third Amendment to The Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Third Amendment") dated January 21, 2015 and recorded as Instrument No. 1516433 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Fourth Amendment to The Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Fourth Amendment") dated June 22, 2015 and recorded as Instrument No. 1526625 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Fifth Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Fifth Amendment") dated January 5, 2016 and recorded as Instrument No. 1550683 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Sixth Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Sixth Amendment") dated December 8, 2016 and recorded as Instrument No. 1613864 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Seventh Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Seventh Amendment") dated December 8, 2016 and recorded as Instrument No. 1613866 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Eighth Amendment to the Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Eighth Amendment") dated November 16, 2017 and recorded as Instrument No. 1667368 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Ninth Amendment to the Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Ninth Amendment") dated October 10, 2018 and recorded as Instrument No. 1726297 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer, as successor Developer pursuant to the assignment of declarant rights contained in the Deed in Lieu, has the sole right to amend the Declaration prior to the Turnover Date, which has not yet occurred.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby amend the Declarations, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, and Ninth Amendment, as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.02 of the Declaration, Developer does hereby declare that the Additional Property described on **Exhibit "A-9"** hereto shall be, and hereby is, submitted to all of the terms and provisions of the Declaration, as amended, and that the Additional Property shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, Assessments, charges, liens, and regulations set forth in the Declaration, as amended, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the

Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. From and after the date hereof, all references in the Declaration to the Property shall mean and include the Additional Property described in Exhibit "A-9" hereto and the original Property described in the Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, and the Ninth Amendment.

2. **Minimum Living Space and Height Limitations.** The Additional Property, as described on Exhibit "A-9", is the same property which is the subject of the subdivision plat for Battles Trace Phase 5A and Battles Trace Phase 5B (the "Phase 5 Subdivision") which is recorded on Slide No. 2670-B and 2670-C (Inst. No. 1745005) of the records maintained in the Office of the Judge of Probate of Baldwin County, Alabama (the "Phase 5 Plat"). The Phase 5 Plat reflects the twenty-four (24) residential lot Phase 5A subdivision with ancillary Common Area and the fifty (50) residential lot Phase 5B subdivision with ancillary Common Area. With the exception of Lots 161-167 and Lots 169 - 174 of the Phase 5 Subdivision, the Minimum Living Space for any Dwelling constructed on a Lot in the Phase 5 Subdivision shall be 1,580 square feet. For Lots 161-167 and Lots 169-174 of the Phase 5 Subdivision, the Minimum Living Space for any Dwelling constructed on any such Lot shall be 2,265 square feet. The height of all Dwellings within the Phase 5 Subdivision shall be compatible with all other Dwellings adjacent to such Lot or Dwelling within the Phase 5 Subdivision. No Dwelling in the Phase 5 Subdivision shall exceed three (3) stories in height, as measured from the finished grade of such lot within the Phase 5 Subdivision on the front of the Dwelling facing a street or roadway. Towers, decks and outside porches shall be subject to the foregoing height limitations. Chimneys and roof finials are not subject to the foregoing height limitations, provided they are approved by the ARC.

3. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, Seventh Amendment, Eighth Amendment, and Ninth Amendment shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

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

DEVELOPER:

THE TEACHERS' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama

By: [Signature] SOT

As its: Secretary - Treasurer

THE EMPLOYEES' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama

By: [Signature] SOT

As its: Secretary - Treasurer

ACKNOWLEDGMENTS

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David G. Branner, whose name as Secretary - Treasurer of THE TEACHERS' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 Secretary - Treasurer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the 29th day of March, 2019.

[Signature]
Notary Public

{AFFIX NOTARIAL SEAL}

My Commission Expires: 6-29-2022



STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David G. Bronner, whose name as Secretary-Treasurer of THE EMPLOYEES' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 Secretary-Treasurer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the 29th day of March, 2019.

Sandra Churchill Biggen
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: 6-29-2022

This instrument prepared by:

James F. Watkins

Maynard Cooper & Gale PC

11 North Water Street, Suite 24290

Mobile, Alabama 36602



EXHIBIT A-9
Additional Property

(Phase 5A Property)

A PORTION OF LOT 1, THE COLONY AT THE GRAND SUBDIVISION (REPLAT), AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 2453-A IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 84, BATTLES TRACE AT THE COLONY PHASE 3, AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 2585-A, B & C IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00°03'47" EAST A DISTANCE OF 157.93 FEET TO A POINT; THENCE RUN SOUTH 89°55'57" EAST A DISTANCE OF 818.77 FEET TO A POINT; THENCE RUN SOUTH 00°04'02" WEST A DISTANCE OF 94.81 FEET TO A POINT; THENCE RUN SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.14 FEET, AN ARC LENGTH OF 28.19 FEET, A CHORD BEARING SOUTH 32°11'25" WEST, AND A CHORD DISTANCE OF 26.73 FEET TO A POINT; THENCE RUN EASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 68.07 FEET, AN ARC LENGTH OF 106.63 FEET, A CHORD BEARING SOUTH 70°28'24" EAST, AND A CHORD DISTANCE OF 96.06 FEET TO A POINT; THENCE RUN SOUTHEASTERLY ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 28.15 FEET, A CHORD BEARING SOUTH 57°44'14" EAST, AND A CHORD DISTANCE OF 26.69 FEET TO A POINT; THENCE RUN SOUTH 22°14'08" EAST A DISTANCE OF 32.41 FEET TO A POINT; THENCE RUN SOUTH 00°04'02" WEST A DISTANCE OF 175.28 FEET TO A POINT; THENCE RUN SOUTH 12°25'44" WEST A DISTANCE OF 124.01 FEET TO A POINT; THENCE RUN WESTERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 231.55 FEET, A CHORD BEARING NORTH 68°37'18" WEST, AND A CHORD DISTANCE OF 225.84 FEET TO A POINT; THENCE RUN WESTERLY ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,372.11 FEET, AN ARC LENGTH OF 101.72 FEET, A CHORD BEARING NORTH 88°36'33" WEST, AND A CHORD DISTANCE OF 101.70 FEET TO A POINT; THENCE RUN NORTH 85°12'58" WEST A DISTANCE OF 60.77 FEET TO A POINT; THENCE RUN WESTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,372.11 FEET, AN ARC LENGTH OF 533.17 FEET, A CHORD BEARING NORTH 72°48'55" WEST, AND A CHORD DISTANCE OF 529.82 FEET TO A POINT; THENCE RUN NORTHWESTERLY ALONG A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 37.00 FEET, AN ARC LENGTH OF 18.62 FEET, A CHORD BEARING NORTH 47°16'00" WEST, AND A CHORD DISTANCE OF 18.42 FEET TO A POINT; THENCE RUN NORTHWESTERLY ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 119.00 FEET, AN ARC LENGTH OF 22.99 FEET, A CHORD BEARING NORTH 38°23'06" WEST, AND A CHORD DISTANCE OF 22.96 FEET TO A POINT; THENCE RUN NORTH 57°44'44" WEST A DISTANCE OF 56.88 FEET TO A POINT; THENCE RUN EASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 15.61 FEET, A CHORD BEARING NORTH 78°36'45" EAST, AND A CHORD DISTANCE OF 14.92 FEET TO A POINT; THENCE RUN NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 116.51 FEET, AN ARC LENGTH OF 43.75 FEET, A CHORD BEARING NORTH 58°03'10" EAST, AND A CHORD DISTANCE OF 43.50 FEET TO THE POINT; OF BEGINNING.; SAID DESCRIBED PARCEL CONTAINING 7.65 ACRES, MORE OR LESS.

EXHIBIT A-9
CONTINUED

(Phase 5B Property)

A PORTION OF LOT 1, THE COLONY AT THE GRAND SUBDIVISION (REPLAT), AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 2453-A IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 85, BATTLES TRACE AT THE COLONY PHASE 3, AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 2585-A, B & C IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 71°49'28" EAST A DISTANCE OF 186.75 FEET TO A POINT; THENCE RUN SOUTH 71°40'03" EAST A DISTANCE OF 10.40' FEET TO A POINT; THENCE RUN EASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,420.76 FEET, AN ARC LENGTH OF 107.63 FEET, A CHORD BEARING SOUTH 74°02'47" EAST, AND A CHORD DISTANCE OF 107.60 FEET TO A POINT; THENCE RUN EASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,421.15 FEET, AN ARC LENGTH OF 127.48 FEET, A CHORD BEARING SOUTH 78°46'50" EAST, AND A CHORD DISTANCE OF 127.44 FEET TO A POINT; THENCE RUN SOUTHEASTERLY ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 87.00 FEET, AN ARC LENGTH OF 79.05 FEET, A CHORD BEARING SOUTH 55°19'13" EAST, AND A CHORD DISTANCE OF 76.36 FEET TO A POINT; THENCE RUN SOUTH 29°17'28" EAST A DISTANCE OF 134.35 FEET TO A POINT; THENCE RUN EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 99.00 FEET, AN ARC LENGTH OF 174.31 FEET, A CHORD BEARING SOUTH 79°43'57" EAST, AND A CHORD DISTANCE OF 152.65 FEET TO A POINT; THENCE RUN NORTH 49°49'35" EAST A DISTANCE OF 63.89 FEET TO A POINT; THENCE RUN EASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 91.00 FEET, AN ARC LENGTH OF 177.70 FEET, A CHORD BEARING SOUTH 74°13'54" EAST, AND A CHORD DISTANCE OF 150.78 FEET TO A POINT; THENCE RUN SOUTHERLY ALONG A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 45.60 FEET, A CHORD BEARING SOUTH 13°03'53" EAST, AND A CHORD DISTANCE OF 45.53 FEET TO A POINT; THENCE RUN SOUTH 07°50'24" EAST A DISTANCE OF 480.78 FEET TO A POINT; THENCE RUN SOUTH 82°09'36" WEST A DISTANCE OF 5.59 FEET TO A POINT; THENCE RUN SOUTH 07°50'24" EAST A DISTANCE OF 299.54 FEET TO A POINT; THENCE RUN SOUTH 06°00'56" EAST A DISTANCE OF 55.39 FEET TO A POINT; THENCE RUN NORTH 85°33'20" WEST A DISTANCE OF 806.53 FEET TO A POINT; THENCE RUN NORTH 04°54'01" EAST A DISTANCE OF 107.49 FEET TO A POINT; THENCE RUN NORTH 10°49'58" WEST A DISTANCE OF 116.92 FEET TO A POINT; THENCE RUN NORTH 18°16'24" WEST A DISTANCE OF 150.59 FEET TO A POINT; THENCE RUN NORTH 08°02'36" WEST A DISTANCE OF 214.78 FEET TO A POINT; THENCE RUN NORTH 20°06'15" WEST A DISTANCE OF 83.24 FEET TO A POINT; THENCE RUN NORTH 78°33'40" WEST A DISTANCE OF 84.49 FEET TO A POINT; THENCE RUN SOUTH 82°13'18" WEST A DISTANCE OF 114.28 FEET TO A POINT; THENCE RUN NORTH 25°21'51" WEST A DISTANCE OF 238.51 FEET TO A POINT; THENCE RUN NORTH 45°38'37" EAST A DISTANCE OF 288.80 FEET TO A POINT; THENCE RUN NORTHERLY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 160.50 FEET, AN ARC LENGTH OF 40.88 FEET, A CHORD BEARING NORTH 12°52'07" EAST, AND A CHORD DISTANCE OF 40.77 FEET TO THE POINT OF BEGINNING.; SAID DESCRIBED PARCEL CONTAINING 19.93 ACRES, MORE OR LESS.

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**ELVENTH AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS ELEVENTH AMENDMENT TO THE COLONY AT THE GRAND
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this “Eleventh Amendment”) is made and entered into this ____ day of March, 2021 by The Teachers' Retirement System of Alabama, an instrumentality of the State of Alabama, and The Employees' Retirement System of Alabama, an instrumentality of the State of Alabama (collectively the “Developer”), as successor to Point Clear Partners, LLC, a Delaware limited liability company (“PCP”), pursuant to the Deed in Lieu of Foreclosure (the “Deed in Lieu”) dated June 28, 2013 and recorded as Instrument No. 1407039 of the records maintained in the Office of the Judge of Probate of Baldwin County, Alabama.

RECITALS:

PCP, Bayview II Developer, LLC, an Alabama limited liability company, and The Colony at The Grand Owners' Association, Inc., an Alabama nonprofit corporation, have heretofore executed The Colony at The Grand Declaration of Covenants, Conditions and Restrictions dated as of June 6, 2012 (the “Declaration”) which has been recorded as Instrument No. 1343219 in the Office of the Judge of Probate of Baldwin County, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

PCP amended the Declaration by First Amendment to The Colony at The Grand Declaration of Covenants, Conditions and Restrictions (the “First Amendment”) dated as of December 12, 2012 and recorded as Instrument No. 1373962 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Second Amendment to The Colony at The Grand Declaration of Covenants, Conditions and Restrictions (the “Second Amendment”) dated October 3, 2014 and recorded as Instrument No. 1480661 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Third Amendment to The Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the “Third Amendment”) dated January 21, 2015 and recorded as Instrument No. 1516433 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Fourth Amendment to The Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Fourth Amendment") dated June 22, 2015 and recorded as Instrument No. 1526625 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Fifth Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Fifth Amendment") dated January 5, 2016 and recorded as Instrument No. 1550683 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Sixth Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Sixth Amendment") dated December 8, 2016 and recorded as Instrument No. 1613864 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Seventh Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Seventh Amendment") dated December 8, 2016 and recorded as Instrument No. 1613866 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Eighth Amendment to the Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Eighth Amendment") dated November 16, 2017 and recorded as Instrument No. 1667368 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Ninth Amendment to the Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Ninth Amendment") dated October 10, 2018 and recorded as Instrument No. 1726297 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Tenth Amendment to the Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Tenth Amendment") dated March 29th 2019 and recorded as Instrument No. 1755036 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer, as successor Developer pursuant to the assignment of declarant rights contained in the Deed in Lieu, has the sole right to amend the Declaration prior to the Turnover Date, which has not yet occurred.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby amend the Declarations, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, and Tenth Amendment, as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.02 of the Declaration, Developer does hereby declare that the Additional Property described on **Exhibit "A-10"** hereto shall be, and hereby is, submitted to all of the terms and provisions of the Declaration, as amended, and that the Additional Property shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, Assessments, charges, liens, and regulations set forth in the Declaration, as amended, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. From and after the date hereof, all references in the Declaration to the Property shall mean and include the Additional Property described in **Exhibit "A-10"** hereto and the original Property described in the Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment and the Tenth Amendment.

2. **Minimum Living Space and Height Limitations.** The Additional Property, as described on **Exhibit "A-10"**, is the same property which is the subject of (i) the subdivision re-plat for Battles Trace Phase 6 (the "Phase 6 Subdivision") which is recorded on Slide No. 2756-B (Inst. No. 1877708) of the records maintained in the Office of the Judge of Probate of Baldwin County, Alabama (the "Phase 6 Plat") and (ii) the subdivision re-plat for Battles Trace Phase 7 (the "Phase 7 Subdivision") which is recorded on Slide No. 2755-D (Inst. No. 1877691) of the records maintained in the Office of the Judge of Probate of Baldwin County, Alabama (the "Phase 7 Plat"). The Phase 6 Plat reflects the forty-five (45) residential lot Phase 6 Subdivision with ancillary Common Area. The Phase 7 Plat reflects the thirty-eight (38) residential lot Phase 7 Subdivision with ancillary Common Area. For Lots in the Phase 6 and Phase 7 Subdivisions, the Minimum Living Space for any Dwelling constructed on any such Lot shall be 1,250 square feet. The height of all Dwellings within the Phase 6 and Phase 7 Subdivisions shall be compatible with all other Dwellings adjacent to such Lot or Dwelling within the Phase 6 and/or Phase 7 Subdivisions. No Dwelling in the Phase 6 or Phase 7 Subdivisions shall exceed three (3) stories in height, as measured from the finished grade of such lot within the Phase 6 or Phase 7 Subdivision on the front of the Dwelling facing a street or roadway. Towers, decks and outside porches shall be subject to the foregoing height limitations. Chimneys and roof finials are not subject to the foregoing height limitations, provided they are approved by the ARC.

3. **Golf Course Lot Designation/Restrictions.** Lots 255 through 262, inclusive, and Lots 265 through 277, inclusive, are each designated as a Golf Course Lot, as defined in **Section 1.39** of the Declaration, as amended. Developer does hereby establish, grant, and reserve to the Golf Property Owner, its employees, agents, guests and invitees, the same easements as established under **Section 3.08** of the Declaration, as amended, with respect to each such Phase 7 Subdivision lot. Additionally, each of the above referenced Phase Seven Subdivision lots is hereby made subject to the same use restrictions as are set forth in **Section 3.09** of the Declaration, as amended, with respect to Golf Course Lots.

4. **Lot Line Fencing.** Lots 242 through 247, inclusive, and Lots 238 through 241, inclusive, of the Phase 6 Subdivision shall have fencing along each such Lot's rear property line. The repair, maintenance, and replacement of the fencing on the rear property line of the above listed Lots shall be borne equally between the two lots sharing a rear property line. Lots 242 and 243 do not share a rear

property line with any other Lot in the Phase 6 Subdivision and shall be solely responsible for the repair, maintenance and replacements of the rear property line fencing. In the event that repair, maintenance, or replacement of a rear lot line fence is in dispute as to the need for repair, maintenance or replacement, either or both of the subject Lot owners may request a determination by the Association and the determination of the Association as to what is needed shall be final. In the event a Lot owner fails or refuses to pay his or her share of the cost to repair, maintain or replace a shared fence, the Association, upon written notice to the non-paying Lot Owner, shall have the power and authority, but not the obligation, to advance the cost of such repair, maintenance or replacement and then place a lien on the Lot of the non-paying Owner for the costs advanced by the Association.

5. **Phase 6 Subdivision Garage/Carport Placement.** Notwithstanding anything contained in the Declaration, as the same may be amended from time to time, any Rules or Regulations promulgated by the Developer or the Association, or any standards promulgated by the Architectural Review Committee, Lots 238-247, inclusive, in the Phase 6 Subdivision shall be required to have rear access to any garage or carport constructed on such Lot. All other Rules, Regulations or standards applicable to said lots shall remain in full force and effect.

6. **Phase 5 Plats.** Any reference in the Declaration, or any amendments thereto, to the Phase 5 Plat shall mean and include the re-plat of the Phase 5 Subdivision as reflected in Slide 2755-B (Instrument No. 1877689).

7. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment and Tenth Amendment shall remain in full force and effect.

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

DEVELOPER:

**THE TEACHERS' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama**

By: _____

As its: _____

**THE EMPLOYEES' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama**

By: _____

As its: _____

ACKNOWLEDGMENTS

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of THE TEACHERS' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 _____ and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the _____ day of _____, 2021.

Notary Public

{AFFIX NOTARIAL SEAL}

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of THE EMPLOYEES' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 _____ and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the _____ day of _____, 2021.

Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: _____

This instrument prepared by:
James F. Watkins
Maynard Cooper & Gale PC
11 North Water Street, Suite 24290
Mobile, Alabama 36602

EXHIBIT A-10
Additional Property

(Phase 6 Property)

(Phase 7 Property)

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 7/ 8/2022 11:23 AM
TOTAL \$ 25.00
5 Pages

2010282

STATE OF ALABAMA)

COUNTY OF BALDWIN)



**TWELFTH AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS TWELFTH AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Twelfth Amendment") is made and entered into this 31 day of May, 2022 by The Teachers' Retirement System of Alabama, an instrumentality of the State of Alabama, and The Employees' Retirement System of Alabama, an instrumentality of the State of Alabama (collectively the "Developer"), as successor to Point Clear Partners, LLC, a Delaware limited liability company ("PCP"), pursuant to the Deed in Lieu of Foreclosure (the "Deed in Lieu") dated June 28, 2013 and recorded as Instrument No. 1407039 of the records maintained in the Office of the Judge of Probate of Baldwin County, Alabama.

RECITALS:

PCP, Bayview II Developer, LLC, an Alabama limited liability company, and The Colony at The Grand Owners' Association, Inc., an Alabama nonprofit corporation, have heretofore executed The Colony at The Grand Declaration of Covenants, Conditions and Restrictions dated as of June 6, 2012 (the "Declaration") which has been recorded as Instrument No. 1343219 in the Office of the Judge of Probate of Baldwin County, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

PCP amended the Declaration by First Amendment to The Colony at The Grand Declaration of Covenants, Conditions and Restrictions (the "First Amendment") dated as of December 12, 2012 and recorded as Instrument No. 1373962 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Second Amendment to The Colony at The Grand Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") dated October 3, 2014 and recorded as Instrument No. 1480661 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Third Amendment to The Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Third Amendment") dated January 21, 2015 and recorded as Instrument No. 1516433 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Fourth Amendment to The Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Fourth Amendment") dated June 22, 2015 and recorded as Instrument No. 1526625 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Fifth Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Fifth Amendment") dated January 5, 2016 and recorded as Instrument No. 1550683 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Sixth Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Sixth Amendment") dated December 8, 2016 and recorded as Instrument No. 1613864 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Seventh Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Seventh Amendment") dated December 8, 2016 and recorded as Instrument No. 1613866 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Eighth Amendment to the Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Eighth Amendment") dated November 16, 2017 and recorded as Instrument No. 1667368 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Ninth Amendment to the Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Ninth Amendment") dated October 10, 2018 and recorded as Instrument No. 1726297 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Tenth Amendment to the Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Tenth Amendment") dated March 29th 2019 and recorded as Instrument No. 1755036 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Eleventh Amendment to the Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Eleventh Amendment") dated May, 2022 and recorded as Instrument No. 1917312 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer, as successor Developer pursuant to the assignment of declarant rights contained in the Deed in Lieu, has the sole right to amend the Declaration prior to the Turnover Date, which has not yet occurred.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby amend the Declarations, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth

Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, and Eleventh Amendment, as follows:

1. **Lot Line Fencing.** Lots 235 through 237, inclusive, Lots 210 through 219, inclusive, and Lots 248 through 251, inclusive, of the Phase 6 Subdivision, as defined in the Declaration, as amended, and Lots 278 through 281, inclusive, of the Phase 7 Subdivision, as defined in the Declaration, as amended, shall have fencing along each such Lot's rear property line. The repair, maintenance, and replacement of the fencing on the rear property line of the above listed Lots shall be borne equally between the two lots sharing a rear property line. Lot 237 does not share a rear property line with any other Lot in the Phase 6 Subdivision and the Owner of such Lot shall be solely responsible for the repair, maintenance and replacements of the rear property line fencing of such Lot. In the event that repair, maintenance, or replacement of a rear lot line fence is in dispute as to the need for repair, maintenance or replacement, either or both of the subject Lot owners may request a determination by the Association and the determination of the Association as to what is needed shall be final. In the event a Lot owner fails or refuses to pay his or her share of the cost to repair, maintain or replace a shared fence, the Association, upon written notice to the non-paying Lot Owner, shall have the power and authority, but not the obligation, to advance the cost of such repair, maintenance or replacement and then place a lien on the Lot of the non-paying Owner for the costs advanced by the Association.

2. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment and Eleventh Amendment, shall remain in full force and effect.

[ALL SIGNATURES ON FOLLOWING PAGE]

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

DEVELOPER:

**THE TEACHERS' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama**

By: _____

As its: Asst. Director of Real Estate Inv.

**THE EMPLOYEES' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama**

By: _____

As its: Asst. Director of Real Estate Inv.

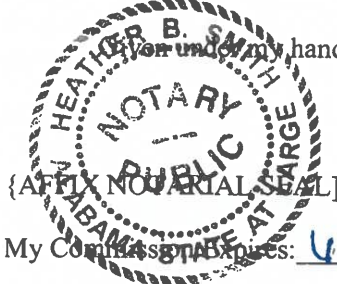
ACKNOWLEDGMENTS

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Steve Timms, whose name as Assistant Dir of Real Estate of THE TEACHERS' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 Assistant Dir of Real Estate and with full authority, executed the same voluntarily for and as the act of said entity.

on and under my hand and official notarial seal this the 1 day of June, 2022.



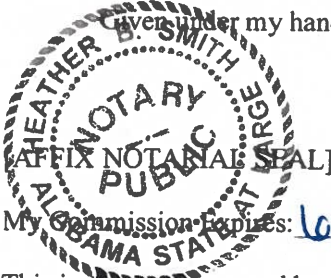
Heather Smith
Notary Public

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Steve Timms, whose name is Assistant Dir of State of THE EMPLOYEES' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 Assistant Dir of State and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the 1 day of June, 2022.



Heather Smith
Notary Public

My Commission Expires: 6/8/2024

This instrument prepared by:

James F. Watkins

Maynard Cooper & Gale PC

11 North Water Street, Suite 24290

Mobile, Alabama 36602

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**THIRTEENTH AMENDMENT TO THE COLONY AT THE GRAND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS THIRTEENTH AMENDMENT TO THE COLONY AT THE GRAND
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this “Thirteenth
Amendment”) is made and entered into this ____ day of January, 2024 by The Teachers' Retirement
System of Alabama, an instrumentality of the State of Alabama, and The Employees' Retirement System
of Alabama, an instrumentality of the State of Alabama (collectively the “Developer”), as successor to
Point Clear Partners, LLC, a Delaware limited liability company (“PCP”), pursuant to the Deed in Lieu of
Foreclosure (the “Deed in Lieu”) dated June 28, 2013 and recorded as Instrument No. 1407039 of the
records maintained in the Office of the Judge of Probate of Baldwin County, Alabama.

RECITALS:

PCP, Bayview II Developer, LLC, an Alabama limited liability company, and The Colony at The
Grand Owners' Association, Inc., an Alabama nonprofit corporation, have heretofore executed The
Colony at The Grand Declaration of Covenants, Conditions and Restrictions dated as of June 6, 2012 (the
“Declaration”) which has been recorded as Instrument No. 1343219 in the Office of the Judge of Probate
of Baldwin County, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the
same meanings given to them in the Declaration.*

PCP amended the Declaration by First Amendment to The Colony at The Grand Declaration of
Covenants, Conditions and Restrictions (the “First Amendment”) dated as of December 12, 2012 and
recorded as Instrument No. 1373962 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Second Amendment to The Colony at The Grand
Declaration of Covenants, Conditions and Restrictions (the “Second Amendment”) dated October 3, 2014
and recorded as Instrument No. 1480661 in the Office of the Judge of Probate of Baldwin County,
Alabama.

Developer further amended the Declaration by Third Amendment to The Colony at the Grand
Declaration of Covenants, Conditions and Restrictions (the “Third Amendment”) dated January 21, 2015
and recorded as Instrument No. 1516433 in the Office of the Judge of Probate of Baldwin County,
Alabama.

Developer further amended the Declaration by Fourth Amendment to The Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Fourth Amendment") dated June 22, 2015 and recorded as Instrument No. 1526625 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Fifth Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Fifth Amendment") dated January 5, 2016 and recorded as Instrument No. 1550683 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Sixth Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Sixth Amendment") dated December 8, 2016 and recorded as Instrument No. 1613864 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Seventh Amendment to The Colony at the Grand Declarations of Covenants, Conditions and Restrictions (the "Seventh Amendment") dated December 8, 2016 and recorded as Instrument No. 1613866 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Eighth Amendment to the Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Eighth Amendment") dated November 16, 2017 and recorded as Instrument No. 1667368 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Ninth Amendment to the Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Ninth Amendment") dated October 10, 2018 and recorded as Instrument No. 1726297 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Tenth Amendment to the Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Tenth Amendment") dated March 29th 2019 and recorded as Instrument No. 1755036 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Eleventh Amendment to the Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Eleventh Amendment") dated May, 2022 and recorded as Instrument No. 1917312 in the Office of the Judge of Probate of Baldwin County, Alabama.

Developer further amended the Declaration by Twelfth Amendment to the Colony at the Grand Declaration of Covenants, Conditions and Restrictions (the "Twelfth Amendment") dated May 31, 2022 and recorded as Instrument No. 2010282 in the Office of the Judge of Probate of Baldwin County, Alabama

Developer, as successor Developer pursuant to the assignment of declarant rights contained in the Deed in Lieu, has the sole right to amend the Declaration prior to the Turnover Date, which has not yet occurred.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby amend the Declarations, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment and Twelfth Amendment, as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.02 of the Declaration, Developer does hereby declare that the Additional Property described on **Exhibit "A-13"** hereto shall be, and hereby is, submitted to all of the terms and provisions of the Declaration, as amended, and that the Additional Property shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, Assessments, charges, liens, and regulations set forth in the Declaration, as amended, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. From and after the date hereof, all references in the Declaration to the Property shall mean and include the Additional Property described in **Exhibit "A-13"** hereto and the original Property described in the Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment and this Thirteenth Amendment.

2. **Minimum Living Space and Height Limitations.** The Additional Property, as described on **Exhibit "A-13"**, is the same property which is the subject of the subdivision plat for Battles Trace Phase 8 (the "Phase 8 Subdivision") which is recorded on Slide No. _____ (Inst. No. _____) of the records maintained in the Office of the Judge of Probate of Baldwin County, Alabama (the "Phase 8 Plat"). The Phase 8 Plat reflects the forty-seven (47) residential lot Phase 8 Subdivision with ancillary Common Area. For Lots 295 through 301, inclusive, and Lots 329 through 333, inclusive, in the Phase 8 Subdivision, the Minimum Living Space for any Dwelling constructed on such Lot shall be 2,200 square feet. As to all other Lots in the Phase 8 Subdivision, any Dwelling constructed thereon shall have a Minimum Living Space of not less than 1,500 square feet. The height of all Dwellings within the Phase 8 Subdivision shall be compatible with all other Dwellings adjacent to such Lot or Dwelling within the Phase 8 Subdivision. No Dwelling in the Phase 8 Subdivision shall exceed three (3) stories in height, as measured from the finished grade of such lot within the Phase 8 Subdivision on the front of the Dwelling facing a street or roadway. Chimneys and roof finials are not subject to the foregoing height limitations, provided they are approved by the ARC.

3. **Golf Course Lot Designation/Restrictions.** Lots 295 through 301, inclusive, are each designated as a Golf Course Lot, as defined in Section 1.39 of the Declaration, as amended. Developer does hereby establish, grant, and reserve to the Golf Property Owner, its employees, agents, guests and invitees, the same easements as established under Section 3.08 of the Declaration, as amended, with respect to each such Phase 8 Subdivision Golf Course Lots. Additionally, each of the above referenced Phase 8 Subdivision Golf Course Lots is hereby made subject to the same use restrictions as are set forth in Section 3.09 of the Declaration, as amended, with respect to Golf Course Lots.

4. **Phase 8 Subdivision Garage/Carport Placement.** Notwithstanding anything contained in the Declaration, as the same may be amended from time to time, any Rules or Regulations promulgated by the Developer or the Association, or any standards promulgated by the Architectural Review Committee, Lots 307,308, 318, 319 and 40, in the Phase 8 Subdivision shall be required to have rear access to any garage or carport constructed on such Lot. All other Rules, Regulations or standards applicable to said lots shall remain in full force and effect.

5. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, and Twelfth Amendment shall remain in full force and effect.

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

DEVELOPER:

**THE TEACHERS' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama**

By: _____

As its: _____

**THE EMPLOYEES' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama**

By: _____

As its: _____

ACKNOWLEDGMENTS

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of THE TEACHERS' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 _____ and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the _____ day of January, 2024.

Notary Public

{AFFIX NOTARIAL SEAL}

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of THE EMPLOYEES' RETIREMENT SYSTEMS OF ALABAMA, an instrumentality of the State of Alabama, 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 _____ and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this the _____ day of January, 2024.

Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: _____

This instrument prepared by:

James F. Watkins

Maynard Nexsen PC

11 North Water Street, Suite 24290

Mobile, Alabama 36602

EXHIBIT A- 13