

STATE OF ALABAMA
COUNTY OF BALDWIN

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JOHNS
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AMENDED AND RESTATED
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS OF WATERFORD SUBDIVISION

WATERFORD (BCL&L), L.L.C. ("BCL&L"), PEYFORD PROPERTIES, LLC, DEAN BROTHERS DEVELOPMENT GROUP, LLC, WHITNEY NATIONAL BANK, and GRETCHEN THOMAS, collectively comprising the owners of all of the Lots¹ in Waterford Subdivision, Phases I and II, as shown on the plats ("the Plats") recorded at Slides 2298-F and 2320-A in the records of the Office of the Judge of Probate of Baldwin County, Alabama, hereby delete all of the easements, covenants, conditions, restrictions and other terms and provisions contained in the Waterford Declaration of Easements, Covenants, Conditions, and Restrictions recorded as Instrument Number 1007569, as the same was previously amended by Amendment to Waterford Declaration of Easements, Covenants, Conditions, and Restrictions recorded as Instrument Number 1068505, and substitute therefor the following:

1. **RESIDENTIAL USE ONLY:** All lots in said Phases I and II ("the Subdivision")² shall be known and described as single family residential lots. No lot may be improved, used or occupied for other than private residence purposes, and no flat, duplex, apartment house, group apartment, or condominium, though intended for residential purposes, may be erected thereon.

2. **ARCHITECTURAL REVIEW:** No building or any other improvement, including without limitation, any fence, pool, or any other device or article attached to the ground or to any building shall be erected, placed or altered on, or attached to, any lot until such building or other improvement shall be approved in writing by BCL&L or its designated representative. To request

¹
BCL&L is the owner of 74 of the 82 Lots and, therefore, has certain power and rights under this Amended and Restated Declaration. However, BCL&L was not the developer of Waterford Subdivision and expressly disclaims any developer liability or responsibility. All persons acquiring any interest in any of the Lots shall be deemed to have acknowledged that BCL&L is not responsible or liable for any actions or omissions of the developer.

²
For avoidance of doubt purposes, attention is drawn to the fact that the original covenants applied not only to Phase I and II but also to land located north of Phase II. The covenants as amended and restated herein no longer apply to said land.

12-12-09

such approval, the requesting party must submit to BCL&L or its designated representative a completed Architectural Review Submittal Form, two complete sets of final building or construction plans, specifications, and plot plans showing the location of each building, fence, wall and any other improvement, private road, driveway (in this case also showing the course, width of same and curb cut), pool, and all other proposed structures and other required items identified in the Architectural Review Guidelines. Said plans shall include Owner's full name, address and telephone number. Said plans shall be prepared by a qualified architect, engineer, or draftsman, duly licensed to do business in Mobile or Baldwin County, State of Alabama, and such person shall be qualified to draw home plans. Plans or exhibits shall show, without limitation, (i) a schedule of exterior materials and colors, (ii) orientation, front, rear and side elevations, and finished ground elevation of the structure, and (iii) the habitable area square footage as referred to below. Approval, which shall be given or withheld or conditionally given in BCL&L's sole discretion, shall be based on compliance with the Architectural Review Guidelines, all requirements stated in these covenants and on the compatibility of the proposed improvements with other existing or anticipated improvements in the Subdivision, and the quality and attractiveness of the proposed improvements, as determined by BCL&L. BCL&L review shall be limited to outward appearance only and shall not include any responsibility or authority to review for structural integrity, interior design other than the required minimum ceiling heights, compliance with building or zoning codes or standards, or any other similar or dissimilar factors. Additionally, the plans shall include proposed landscaping consistent with the requirements elsewhere in this Declaration concerning landscaping.

All proposed building or construction plans, specifications, plot plans or related data, drawings or requests for approval shall be submitted to BCL&L's initial representative at the following address: McCollough Architecture, 148 East 15th Avenue, Gulf Shores, Alabama 36547, unless and until BCL&L shall designate a different agent or depository by recorded written instrument. Such submission shall include the name, mailing address and telephone number of the Lot Owner and draftsman of the submission. Upon submission of such plans, an Owner must also deliver \$300.00 to McCollough Architecture as a plan review fee to help defray the costs of such review; plans will not be deemed submitted unless and until such fee has been paid. BCL&L retains the right to amend the plan review fee from time to time and to charge a reasonable fee for subsequent plan submissions required by this Declaration. BCL&L may retain one or both sets of document submitted.

BCL&L approval shall be required for all exterior materials and colors, including doors and windows, ceiling height, elevations, placement of heating and air conditioning equipment, placement of power boxes, location of buildings, outbuildings, and driveways, and direction the house faces the street and surrounding homes.

The initial Architectural Guidelines are attached as Exhibit "A", and the initial Architectural Review Submittal Form is attached as Exhibit "B".

In addition to the Architectural Review Guidelines, the following conditions are imposed:

Concealment of Equipment: No air-conditioning or heating unit, blower, tower, condenser, water well, garbage can, wood pile, storage pile or other equipment or apparatus shall be erected, placed, constructed, operated, or permitted to remain on any lot unless adequately concealed from view from any adjacent lot or street by a hedge planting or other enclosure in conformity with the general architecture of the main structure and approved by BCL&L.

Outdoor Lighting: No mercury vapor lights or other outside lights shall be permitted on any lot without the prior written approval of BCL&L. BCL&L approval of any outside lighting may be withdrawn if BCL&L determines that the lighting is or becomes a nuisance. No floodlights or permanent lighting may be directed toward any street or any other lot.

Swimming Pools: No swimming above-ground pools are permitted. No in-ground pool shall be constructed, altered or maintained upon any lot without the prior written approval of BCL&L of the type, design, and location thereof. Any such swimming pool must also be constructed, equipped, and maintained in accordance with the regulations, standards, and recommendations of the appropriate city, county, and state authorities. Swimming pools shall be fenced with locking gates and their location approved by BCL&L.

Landscaping: All portions of any yard shall be landscaped in accordance with the landscape plan approved by BCL&L. The plan shall provide the substantial portion of any yard facing any street and the side yards visible from any street must be sodded with such grass as BCL&L may, from time to time, approve; other areas of the yard shall be areas maintained with attractive bushes, ornamental trees, and controlled ground cover; the Owner of every Lot shall maintain any trees planted by the developer on the Lot.

Satellite dish: No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting of radio or video signals shall be placed, allowed or maintained upon any portion of the Subdivision, including any Lot, unless approved in accordance with the provisions of Paragraph 2 hereof; provided, however, no such approval shall be necessary to install a satellite dish having a diameter of one (1) meter or less in diameter or diagonal measurement provided the same is installed on the rear of the dwelling unless an acceptable quality signal cannot otherwise be obtained there.

Mailboxes: Each lot owner shall purchase and erect at such owner's own expense the mailbox that BCL&L selects for the Subdivision.

Sidewalks: Prior to completion of construction of the residence on any Lot, the Owner of such Lot shall install, at such Owner's expense, a four foot wide concrete sidewalk on or adjacent to such Owner's Lot in a location approved by BCL&L so as to tie to a sidewalk system for the Subdivision. Such Owner shall be responsible for repairing such sidewalk as needed. No additional sidewalks may be constructed without the prior written approval of BCL&L.

Restrictions Noted on Plat: Any restrictions noted on the Plats are hereby incorporated into this Declaration.

Construction Period/Reconstruction: Each dwelling must be completed within nine (9) months from the date when construction begins; provided, however, that BCL&L may, when it in its absolute discretion deems it is reasonable to do so, extend the construction completion deadline for one (1) or two (2) periods of up to ninety (90) days each. Any building or other improvement constructed on any lot that is destroyed partially or totally by fire, storm or any other means shall be rebuilt or repaired by Owner in accordance with these restrictions or demolished within a reasonable period of time and the lot on which such was located restored to an orderly and attractive condition. In the event the Lot Owner does not comply with this requirement, BCL&L retains the right to return the Lot to an orderly and attractive condition and to assess the Owner for the costs associated with such action and to place a lien on the Lot for those costs. Construction shall occur only between the hours of 7:00 A.M. and 6:00 P.M., and no construction shall be allowed on Sunday, Christmas, New Year's Day, or Thanksgiving.

Sediment/Erosion Control: The Owner of each Lot shall apply for and obtain, in such Owner's own name and at such Owner's own expense, any permit required by the Alabama Department of Environmental Management ("ADEM") related to erosion control during construction or other land-disturbance activity. Further, such Owner shall abide by the terms of such permit, which may include, without limitation, use of silt fences, staked hay bale rows, netting or mesh, rock filter check dams, catch basins, seeding, proper grading, and revegetation. Also, each Owner shall be responsible for taking such measures as are required to fulfil any conditions under any existing National Pollutant Discharge Elimination System Permit with respect to such Owner's Lot. Should ADEM or other authorities assess a fine or require correction action with respect to the matters assigned to any Owner under this paragraph, such Owner shall be responsible for the payment of

such fine and/or the implementation of such correction action, and if such owner should fail to pay such fine and/or implement such corrective action, BCL&L may, but shall not be obligated to, pay such fine and/or implement such action on behalf of such Owner, without any liability on the part of BCL&L to such Owner, and Owner shall reimburse BCL&L the cost thereof, plus an administrative fee equal to 25% of such costs, plus interest at the rate of 12% per year until paid.

The quality and attractiveness of every improvement must meet the standards of BCL&L. BCL&L is hereby granted broad discretion in judging the compatibility, quality, attractiveness, and compliance of the proposed improvements with this Declaration. BCL&L shall have the right to accept, modify, or refuse to approve any plans or specifications or landscape plans, which are not reasonably suitable or desirable, in BCL&L's sole discretion, for aesthetic or other reasons, and in so passing upon such plans, specifications and landscape plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed building, other structure or landscape plan, and of the materials of which it is to be built or planted, the site upon which it is proposed to be erected or planted, the harmony thereof with the surroundings and the effect of the building, other structure or landscape as planned, on the outlook from the lots within the Subdivision. Each person that acquires any lot or any interest therein, and such person's heirs, successors and assigns shall abide by the decision of BCL&L in all cases in which BCL&L's approval is required in this Declaration.

If BCL&L or its designated representative fails to give notice of approval or disapproval of any submitted plans and specifications containing all required information or other request pursuant to this Declaration within thirty (30) days after said plans and specifications or other request have been submitted to it, such approval shall not be required. If any plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting lot owner by hand delivery to such owner or by depositing same in the U. S. Mail, properly addressed and postage prepaid.

The approval of BCL&L of any plan, specifications or drawings or any materials accompanying same for matters requiring approval by BCL&L shall not be deemed a waiver of, or create any right of estoppel against, BCL&L's right to withhold approval of any similar plan, drawing, specification or materials subsequently submitted for approval.

Neither BCL&L nor any representative of BCL&L shall be liable to any lot owner or

any other person, association or entity, for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any submitted materials, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved materials; (iii) the development of the lot; (iv) the structural capacity or safety features of any proposed improvements; (v) whether or not the location of the proposed improvement on the building site is free from possible hazards from flooding or from any other possible hazards, whether caused by conditions occurring either upon or off any property located within the Subdivision; (vi) erosion or other soil conditions; or (vii) any decision made or action taken or omitted to be taken under the authority of this Declaration. The Association shall indemnify and hold BCL&L harmless from any claim against BCL&L arising out of its plan review.

Upon such terms and conditions as BCL&L may elect, BCL&L may, but is not required to, adopt, review and approve or disapprove, in whole or in part, with or without conditions, applications for the modification or waiver of any requirement or restriction contained in this Declaration. Such applications shall contain such information as BCL&L may prescribe and shall affirmatively show, to BCL&L's satisfaction, that the application of such requirements, under the circumstances, creates unnecessary or undue hardships or that its modification or waiver will not be detrimental (aesthetically, economically, or otherwise) to the owner of any other lot.

With respect to all matters which are, by the terms of this instrument, to be decided by BCL&L, the decision of BCL&L shall be final and binding on all parties. No changes or deviations in or from any approved plans or specifications shall be made without the prior written consent of BCL&L.

Other paragraphs in this Declaration provide that certain actions may be taken only with prior written approval of BCL&L. The powers and rights under this paragraph 2 and such other powers and rights of approval set forth elsewhere in this Declaration, including, but not limited to, the power to make rules and regulations, may be, in whole or in part, may be, from time to time or at any time, (i) relinquished by BCL&L by recording a written relinquishment in the Baldwin County Probate Court real estate records; and/or (ii) assigned to a third person (which may be, without limitation, a committee of individuals established by BCL&L or a property owners association) by recording a written assignment in said records, in which case, the assignee shall have such rights and powers of approval.

Nothing in this Declaration shall relieve, or be interpreted as purporting to relieve, any owner from also securing such approvals, certificates, or permits of any governmental agency

or entity with jurisdiction as may be required by law as a condition to the commencement, construction, maintenance, addition, change or alteration, or any other activity on any lot, and BCL&L may require that a copy of such approvals, certificates, or permits be provided to BCL&L as a final condition to any approval, or as additional assurance to BCL&L that the proposed activity or construction and uses meet governmental requirements, or for both such purposes.

3. **BUILDING LOCATION:** No primary residential building on any Lot shall be located nearer the front, rear or side Lot lines than the minimum building setback lines shown on the Plat. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The building location must also comply with any applicable zoning ordinances unless a special exception is obtained from the appropriate governmental agency and approved by BCL&L.

Each primary residence shall be so located that its front and rear ends are substantially parallel with the lot lines on which it is located (unless otherwise approved by BCL&L). All Phase I Lots will front Austin Road. Dwellings on the corner Lots in Phase II will face the direction set forth as follows:

Lots 1, 43, and 25:	North	Lots 52, 57, 44, and 49:	East
Lots 63, 58, 50, and 35:	West	Lots 26 and 19:	South

4. **RESUBDIVISION:** No Lot may be resubdivided, but with BCL&L's prior written consent on terms and conditions imposed by BCL&L, Lot lines may be moved and Lots may be combined.

5. **TYPE AND SIZE OF BUILDINGS:** No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, which shall be not more than two stories in height and shall have habitable, enclosed heated and cooled area, exclusive of basements, open porches and garages, of at least 2,400 square feet for Phase I Lots and 2,000 square feet for Phase II Lots; further, two-story Phase I Lots shall have at least 1,600 square feet of habitable, enclosed heated and cooled area, exclusive of basements, open porches and garages, on the ground floor, and two-story Phase II Lots shall have at least 1,400 square feet of such habitable area on the ground floor. A detached garage is permitted on a Phase I Lot if the written approval of BCL&L is first obtained. Servants' quarters are not permitted, but other attractive outbuildings may be erected or permitted to remain upon any lot provided the plans for same have been approved by

BCL&L.

BCL&L may give approval to one reasonably sized storage outbuilding upon written submission setting forth the type, size, proposed location, building material, and the intended use of the proposed outbuilding. In the event of approval by BCL&L, BCL&L may specify in writing, the location (which must comply with applicable construction setback areas) and design of said storage outbuilding prior to construction, as well any additional requirements upon which BCL&L's approval is contingent.

Each Lot shall have at least a two-car garage. Garages on Phase I Lots shall not open to Austin Road. Garages on Phase II Lots shall open only to the side or within courtyards approved by BCL&L; garages on corner Phase II Lots shall open to the interior side only (*e.g.*, the garage on Lot 1 of Phase II shall open to the west).

Each Owner assumes responsibility for activating electrical power, telephone, cable television (if available), and gas services and paying the appropriate utility companies the fees or charges required by such companies and to sign and be bound by such agreements as such companies may require.

6. **OFFENSIVE ACTIVITIES, ETC.:** No commercial, noxious, hazardous, annoying or nuisance-creating activity may be carried on within any lot. No structure, including fences, shall be erected so as to channel water on an adjacent lot. No outside clothes lines shall be permitted. No guns may be discharged upon any part of the Subdivision for any purpose, nor shall there be hunting of any nature on the property herein described. No garage or rummage sales are permitted. Four wheelers, dirt bikes, or other noisy vehicles of any kind may not be operated in the Subdivision or the public streets located shown on the Plats. The location, type of construction, size, height and appearance of swing sets and playground equipment are subject to prior written approval of BCL&L and must be screened by material approved by BCL&L so as not to be visible from any other Lot or any street. Basketball goals are not permitted on the driveways or otherwise if visible from a street or other Lot.

7. **NEATNESS, ETC.:** All lots and adjacent right-of-ways, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained by the owner of all such lots in a neat, attractive and presentable condition, even when such improvements are under construction. They shall be maintained in such manner as to prevent their becoming unsightly by reason of weeds, underbrush, or unattractive growth on such lot or the accumulation of rubbish,

debris or unsightly objects thereon; nor shall any such rubbish, debris, or unsightly objects be dumped on any other lot or on any adjoining property, or otherwise disposed of in any manner not consistent with applicable laws. Building materials shall not be stored on a lot unless a structure is under construction. Trash, garbage or other waste material shall not be kept on any lot except in sanitary containers. Also, lot owners shall be responsible for periodic clean ups on their respective lots during the period the house is under construction to prevent their trash from blowing onto other lots and causing an unsightly situation for the neighborhood. In order to implement effective control, BCL&L reserves for itself and its agents the right, after ten (10) days' notice to any lot owner, to enter upon any residential lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which, in the opinion of BCL&L, detracts from the overall beauty or safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday and shall not be a trespass. BCL&L may charge the lot owner a reasonable cost for such services plus a 10% surcharge, which charge and surcharge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. The provisions of this paragraph shall not be construed as an obligation on the part of BCL&L to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

8. **TRAILER, MOBILE HOME, ETC.:** No trailer, mobile home, basement separate from the primary residence, tent, shack, garage, barn, or other outbuilding erected on any lot shall at any time be used as residence, temporarily or permanently, nor shall any structures of a temporary character be used as a residence. House trailers, mobile homes, motor homes, campers, and/or trailers may not be kept on the premises; however, boat and utility trailers and small campers which fit into a normal sized garage may be kept if within a fully enclosed two (2) or three (3) car garage.

9. **ANIMALS:** Dogs, cats and other domesticated animals of the kind commonly known as household pets but not exceeding three (3), may be kept by each lot owner, provided they are not kept, bred or maintained for any commercial purpose or use and are not a nuisance, annoyance or danger to the neighborhood. No other animal or fowl shall be kept or maintained on any part of said property. Specifically, no horses, cows, sheep, goats, or other hoofed animals or ducks, geese, chickens, or similar fowl may be maintained on any lot.

10. **GARBAGE DISPOSAL CONTAINERS AND EQUIPMENT:** No lot shall be used as a dumping ground for rubbish, and all debris and trash from clearing or construction must be immediately removed. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be

kept in a clean, sanitary condition.

11. **MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within 500 feet beneath the surface of any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

12. **FENCES, WALLS, HEDGES AND ORNAMENTAL STRUCTURES:** The Owner of each of Lots 1 through 22 of Phase II and Lots 30 through 43 of Phase II shall construct along the rear line of such Lot a six (6) foot high, shadow box wooden fence, stained (not painted), in accordance with a uniform design and stain chosen by BCL&L. (The foregoing shall be construed to ensure a uniform fence system along the property lines separating the exterior Phase II Lots from the adjacent non-Phase II Lots.) Further, with the prior written consent of BCL&L and consistent with a design and specifications chosen by BCL&L, each Owner of any Lot may construct at such Owner's expense a hedge, a black wrought iron fence, a stucco fence, a brick fence, a wooden fence, wall, or screen not in excess of six (6) feet high, along the side line of such Lot, or on the side lot line, even with the back corners of the primary residential structure and connecting to the rear line. All walls and fences built must be consistent with the walls or fences shown on the plans approved by BCL&L pursuant to paragraph 2. No other fences, walls, hedges, or screening shall be permitted without specific prior written approval by BCL&L. All fences and walls on any Lot shall be maintained in good condition and an attractive appearance by the Owner of such Lot. No ornamental structure, other than which is an integral part of the dwelling itself, shall be constructed upon any portion of any lot without the specific prior written approval of BCL&L.

13. **SIGNS:** No sign of any kind shall be displayed to public view on any lot except one professionally lettered sign not more than four (4) square feet in size, which may advertise the property for sale or rent; except during the construction period, an additional sign may be erected by the builder and a security service sign shall also be allowed when applicable.

14. **EASEMENTS:**

(A) All easements shown on the Plats are hereby adopted as a part of these restrictions for the benefit of the Waterford Property Owners Association, Inc. and BCL&L and all lots in the subdivision shall be subject to such easements.

(B) Additionally, the Phase I Lot Owners hereby grant, bargain, sell, convey and establish egress and ingress easements over and across the rear 20' of the Phase I Lots. The easements over Phase I Lots 1 through 6 are for the benefit of said Lots 1 through 6, are appurtenant thereto, and are created solely for the purpose of providing over the alleyway located within said easement vehicular and pedestrian ingress and egress to the rear of said Lots for the Owners thereof, their guests, invitees, and licensees accessing their Lots. Likewise, the easement over Phase I Lots 7 through 19 are for the benefit of said Lots 7 through 19, are appurtenant thereto, and are created solely for the purpose of providing over the alleyway located with said easement vehicular and pedestrian ingress and egress to the rear of said Lots for the Owners thereof, their guests, invitees, and licensees accessing their Lots. Each Owner of a Phase I Lot shall be responsible for repairing any damage done to the alleyway due to abuse by such Owner or such Owner's guests, invitees, or licensees. BCL&L has or will establish Waterford Phase I Lots 1 - 6 Alley Owner Association, Inc., a non-profit corporation owners association consisting of the Owners of said Phase I Lots 1 through 6 Owners to maintain and regulate the alley on said Lots 1 through 6, and Waterford Phase I Lots 7 - 19 Alley Owner Association, Inc. a similar association consisting of the Owners of said Phase I Lots 7 though 19 to maintain and regulate the alley on Lots 7 through 19. The powers and governance for such association shall be similar to those provided Waterford Property Owners Association, Inc. Each said association shall have the power to levy assessments and promulgate reasonable regulations concerning the use of the alleys.

15. **AMENDMENT OR MODIFICATION OF RESTRICTIONS:** Any or all of the provisions in this Declaration may be annulled, amended, or modified at any time by an instrument executed by the Owner or Owners of not less than seventy percent (70%) of the lots in the Subdivision, which said instrument shall be acknowledged by each such owner signing same and shall be filed for record in the office of the Judge of Probate of Baldwin County, Alabama, PROVIDED, that no amendment shall place an additional burden or restriction or requirement on any lot in the Subdivision the owner of which does not join in said amending instrument and, as long as BCL&L owns any Lot then subject to this Declaration no amendment shall be valid without BCL&L's specific written approval. The BCL&L reserves the right to amend or modify these restrictions for and during such a period of time as BCL&L continues to own at least five (5) of the lots in the Subdivision. Notwithstanding the amendment rights set forth in this paragraph 15, the restrictions and covenants as to resubdivision of lots, the use as single family residences, the minimum heating and cooled living area, the prohibition of garages opening onto a public street, and the exterior materials allowed as the primary exterior material on residences and garages as set forth in this Amended and Restated Declaration may not be amended so as to materially relax the

requirements pertaining to those particular covenants, without the prior written consent of Bertolla Properties, LLC, subject to that certain Amended Mutual Easement and Restrictive Covenants recorded as Instrument Number 1212892.

16. **TERM:** The herein stated restrictions shall run with the land and shall be binding on all lot owners, or upon all parties and persons claiming under or through them, each of whom shall, by virtue of his acceptance or acquisition of title or other interest, accept and agree to be bound by and to abide by all terms and provisions of this instrument, all of which shall be and remain in full force and effect until January 1, 2085, after which time said restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by at least seventy percent (70%) of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. **VIOLATIONS:** Any violation of these covenants shall not act as a cloud upon the title of the property concerned and title shall not be forfeited as a result of such violation.

18. **ENFORCEMENT:** If any person or persons shall violate or attempt to violate any of the restrictions contained herein, it shall be lawful for BCL&L or any party owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Restriction, either to prevent him or them from so doing or to recover damages for such violation, and in the event that it is BCL&L who has filed legal action, it shall be entitled to receive an award of a reasonable attorney's fee for the successful prosecution of such an action. BCL&L shall be under no obligation to enforce any of the restrictions herein contained, but in the event that BCL&L shall choose not to enforce the same, the owner of any lot in the Subdivision may, as an individual, seek to enforce the same through lawful means.

19. **OWNERS ASSOCIATION:** BCL&L has caused the formation of the Waterford Property Owners Association, Inc. The Articles of Incorporation and Bylaws are recorded as Instrument Number 1211951. All owners of the 82 lots in the Subdivision shall be members of the Association.

The Association shall have three (3) Directors on the Board of Directors (the "Board"). As provided in the Articles of Incorporation, during the Period of BCL&L Control, all directors shall be elected by BCL&L.

The Association shall hold title to and maintain all property that designated on either Plat as common area, including, without limitation, the clubhouse and pool area, the storm water retention or detention area located between Lots 9 and 10 of Phase 1, the entrance signs and the easement areas where they exist. The Association shall also be responsible for maintaining the Subdivision's surface drainage system (including, to the extent not maintained by any governmental authority, off-site infrastructure as provided for in that certain Amended Mutual Easement and Restrictive Covenants recorded as Instrument Number 1212892). The Association shall also be responsible for, except to the extent that a governmental agency assumes responsibility, for maintaining the street lights and paying the bills for the service provided thereto. The Association shall not be responsible for maintaining the alleys addressed in paragraph 14 above.

All members of the Association, and by acceptance of a deed to a lot, whether or not so expressed in such deed, are deemed to covenant and agree to pay to the Association annual general assessments or charges as herein described. All such assessments, together with interest thereon as provided below and the cost of collection thereof, including reasonable attorney fees, shall, as hereinafter provided, be the personal obligation of the owner of such property at the time such assessment becomes due. Such assessments, together with interest, costs, and reasonable attorney fees, shall also be a charge and a continuing lien upon the lot against which such assessment is made. Such lien may be perfected by filing a statement of lien in the appropriate records of the Office of the Judge of Probate of Baldwin, Alabama, setting forth the lot upon which the lien is claimed, the amount for which the lien is claimed, and the name of the property owner. The lien shall be enforceable in accordance with Alabama law.

The general assessment levied by the Association annually shall be used exclusively for the maintenance of the common areas and the discharge of the Association's responsibilities as set forth above, and for such other expenses related thereto as the Association deems necessary.

By a two-thirds vote of the Board of Directors of the Association, the assessment rate shall be fixed on the basis provided above; provided, however, that the annual assessment shall be sufficient to meet the Association's obligations as budgeted. The Board shall set the date such annual assessments shall become due, and any assessment not paid within fifteen (15) days from said date shall bear interest from the due date at a per annum percentage rate of twelve percent (12%). The Board may elect to require that annual assessments be paid in more frequent installments but not to be paid more often than monthly. Upon any voluntary conveyance of a lot, the grantor and grantee of such lot shall be jointly and severally liable for all unpaid assessments pertaining to such lot to the extent that such assessments accrue to the date of such conveyance, without prejudice, however,

on the part of the grantee to recover from the grantor any amounts paid by the grantee, but the grantee shall be exclusively liable for assessments accruing after grantee becomes lot owner.

The regular annual assessment for the year 2010 shall be \$400.00 to be paid not later than January 15, 2010.

Should the Board of Directors determine that regular or general assessments are not sufficient at any time after January 1, 2011 (*e.g.*, in the case of hurricane damage to the clubhouse not covered by insurance), the Board may impose special assessments, provided all Lots are assessed on a uniform basis.

20. **CHANGES; RESERVATIONS:** BCL&L reserves the right to make such changes to this Declaration (a) as BCL&L may deem necessary in order to comply with or address a governmental regulation or similar directive or to meet any other requirement or limitation that binds BCL&L or the Subdivision, or (b) as do not materially and unreasonably adversely affect any lot that BCL&L has already conveyed. BCL&L also reserves the right to cause property to be withdrawn from the Plats and/or from the scope of this Declaration and to make such other changes to the Plats as do not alter the boundaries of any lot not still owned by BCL&L. The rights provided to BCL&L in the foregoing sentences of this paragraph 20 are subject to the rights of Bertolla Properties, LLC as set forth in paragraph 3 of that certain Amended Mutual Easement and Restrictive Covenants recorded as Instrument Number 1212892. Additionally, BCL&L reserves the right to build and/or allow to be built model homes in the Subdivision; BCL&L may also allow the use of sales offices, which may or may not be part of the model homes; BCL&L further reserves the right to post signs advertising unsold Lots and identifying any model homes and/or sales offices.

21. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall be and remain in full force and effect.

22. **COUNTERPARTS:** This Declaration may be signed in counterparts by the parties hereto, and all such counterparts shall be construed and taken together as a single instrument.

23. **INDEPENDENT LEGAL ADVICE:** This instrument was drafted by counsel for BCL&L, solely on behalf of BCL&L and as an accommodation to the other undersigned parties. Each of the undersigned hereby acknowledges that said counsel does not represent the undersigned and has not rendered any advice to the undersigned and that the undersigned has reviewed this instrument prior to signing and has consulted with independent legal counsel or chosen to sign without such independent counsel.

24. **NO REPRESENTATIONS:** Each of the undersigned acknowledges that neither BCL&L nor any person on its behalf has made any representations, assurances, agreements, etc. to induce the undersigned to execute and join in this instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of Waterford Subdivision.

SIGNATURE PAGE FOR PEYFORD PROPERTIES, L.L.C.

Date: 12/18/09

PEYFORD PROPERTIES, L.L.C.

By: [Signature]
As: member

STATE OF Mississippi
COUNTY OF CLAIBORNE

I, CAROLE D. GILBERT, a Notary Public, in and for said County in said State, hereby certify that A. Kenneth HALFORD, Jr., whose name as Member of **PEYFORD PROPERTIES, L.L.C.**, 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 the instrument, he/she, in such representative capacity and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said company.

Given under my hand and seal this 18th day of December, 2009.

[Signature]
NOTARY PUBLIC
My Commission Expires: 5/19/2011

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 19, 2011
BONDED THRU STEGALL NOTARY SERVICE

23. **INDEPENDENT LEGAL ADVICE:** This instrument was drafted by counsel for BCL&L, solely on behalf of BCL&L and as an accommodation to the other undersigned parties. Each of the undersigned hereby acknowledges that said counsel does not represent the undersigned and has not rendered any advice to the undersigned and that the undersigned has reviewed this instrument prior to signing and has consulted with independent legal counsel or chosen to sign without such independent counsel.

24. **NO REPRESENTATIONS:** Each of the undersigned acknowledges that neither BCL&L nor any person on its behalf has made any representations, assurances, agreements, etc. to induce the undersigned to execute and join in this instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of Waterford Subdivision.

SIGNATURE PAGE FOR DEAN BROTHERS DEVELOPMENT GROUP, L.L.C.

Date: 12-14-09

DEAN BROTHERS DEVELOPMENT
GROUP, L.L.C.

By: Billy Nowell
As: Member

STATE OF Mississippi
COUNTY OF Bolivar

I, Hilda C. Povall, a Notary Public, in and for said County in said State, hereby certify that Billy Nowell, whose name as Member of **DEAN BROTHERS DEVELOPMENT GROUP, L.L.C.**, 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 the instrument, he, in such representative capacity and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said company.

Given under my hand and seal this 14th day of December, 2009.



Hilda C. Povall
NOTARY PUBLIC
My Commission Expires: 12-11-2011

23. **INDEPENDENT LEGAL ADVICE:** This instrument was drafted by counsel for BCL&L, solely on behalf of BCL&L and as an accommodation to the other undersigned parties. Each of the undersigned hereby acknowledges that said counsel does not represent the undersigned and has not rendered any advice to the undersigned and that the undersigned has reviewed this instrument prior to signing and has consulted with independent legal counsel or chosen to sign without such independent counsel.

24. **NO REPRESENTATIONS:** Each of the undersigned acknowledges that neither BCL&L nor any person on its behalf has made any representations, assurances, agreements, etc. to induce the undersigned to execute and join in this instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of Waterford Subdivision.

SIGNATURE PAGE FOR WHITNEY NATIONAL BANK

Date: December 18, 2009

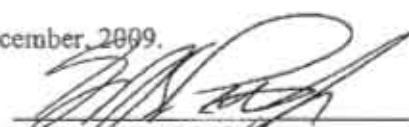
WHITNEY NATIONAL BANK

By: E. Dale Lindsey, Jr.
As: Vice President

STATE OF LOUISIANA
~~COUNTY OF ORLEANS~~
PARISH

I, Wayne B. Pittman, Jr., a Notary Public, in and for said ^{Parish} ~~County~~ in said State, hereby certify that E. Dale Lindsey, Jr., whose name as Vice President of **WHITNEY NATIONAL BANK**, 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 the instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said Bank.

Given under my hand and seal this 18th day of December, 2009.


NOTARY PUBLIC

My Commission Expires: _____

WAYNE B. PITTMAN, JR.
NOTARY PUBLIC
PARISH OF ORLEANS, STATE OF LOUISIANA
MY COMMISSION ISSUED FOR LIFE
NOTARY NUMBER: 51116

23. **INDEPENDENT LEGAL ADVICE:** This instrument was drafted by counsel for BCL&L, solely on behalf of BCL&L and as an accommodation to the other undersigned parties. Each of the undersigned hereby acknowledges that said counsel does not represent the undersigned and has not rendered any advice to the undersigned and that the undersigned has reviewed this instrument prior to signing and has consulted with independent legal counsel or chosen to sign without such independent counsel.

24. **NO REPRESENTATIONS:** Each of the undersigned acknowledges that neither BCL&L nor any person on its behalf has made any representations, assurances, agreements, etc. to induce the undersigned to execute and join in this instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of Waterford Subdivision.

SIGNATURE PAGE FOR GRETCHEN THOMAS AND WATERFORD (BCL&L), L.L.C.

WATERFORD (BCL&L), L.L.C. By BCL&L Acquisitions, L.L.C., Manager	
By: <u><i>Nathan L. Cox</i></u> Nathan L. Cox, Manager	<u><i>Gretchen Thomas</i></u> GRETCHEN THOMAS
Date: <u>12/15/09</u>	Date: <u>12/15/09</u>

STATE OF ALABAMA
COUNTY OF BALDWIN

I, VIRGINIA K. RIVERS, a Notary Public, in and for said County in said State, hereby certify that Gretchen Thomas, whose name 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 the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 15th day of December, 2009.

Virginia K. Rivers
NOTARY PUBLIC
My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 15, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Dawn M. LeNoir, a Notary Public, in and for said County in said State, hereby certify that Nathan L. Cox, whose name as Manager of BCL&L Acquisitions, L.L.C., as Manager of **WATERFORD (BCL&L), L.L.C.**, 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 the instrument, he, in such representative capacity and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said Waterford (BCL&L), L.L.C.



Given under my hand and seal this 15th day of December, 2009.

Dawn M. LeNoir
NOTARY PUBLIC

My Commission Expires: 11-3-2012

Bertolla Properties, L.L.C. joins in this Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of Waterford Subdivision solely to ratify the removal from the scope of the original Declaration, as amended and restated herein, that certain real property acquired by Bertolla Properties, L.L.C. by virtue of that certain Statutory Warranty Deed recorded as Instrument Number _____.

Bertolla Properties, L.L.C.

By:

Alexander A. Bertolla
As sole member

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Phyllis Bertolla, a Notary Public, in and for said County in said State, hereby certify that Alexander A. Bertolla, whose name as sole Member of Bertolla Properties, L.L.C., 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 the instrument, he, in such representative capacity and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said company.

Given under my hand and seal this 22nd day of December, 2009.

Phyllis Bertolla
NOTARY PUBLIC

My Commission Expires: _____

My Commission Expires: 7-23-13

THIS INSTRUMENT PREPARED BY RICHARD E. DAVIS; Post Office Box 2923, Daphne, Alabama 36526 251- 621-1555

**Exhibit "A" to the
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS OF WATERFORD SUBDIVISION**

.....

**ARCHITECTURAL COVENANTS
AND RESTRICTIONS**

- 1) Submittal process for architectural review is as follows:
 - a. Complete submittal form.
 - b. Obtain all samples as required.
 - c. Plans required are Site Plan, Floor Plan, Front Elevation, Side Elevation, Landscape Plan and Fence designs (when fences are proposed).
 - d. The submittal list shall include the following: paint colors, brick and mortar samples.
 - e. Submit all items to McCollough Architects, Inc., with check for \$300.00, payable to McCollough Architects, Inc.
- 2) Site Plan – House located within setbacks and improvements within setbacks shown.
- 3) Architectural designs suggested are as follows: French Country, Louisiana, Hays Town, English Country, Craftsman Cottage, and Bungalow.
- 4) Foundations to be used shall be a floating slab or a crawlspace foundation. Minimum finished floor elevation is to be 20 inches maximum above the finished grade for front elevations only. Garages and porches may be lower if approved by BCL&L.
- 5) Dwellings shall not exceed two stories in height or be higher than 35 feet. Dwellings shall have habitable, enclosed heated and cooled area, exclusive of basements, open porches and garages, of at least 2,400 square feet for Phase I Lots and 2,000 square feet for Phase II Lots; further, two-story Phase I Lots shall have at least 1,600 square feet of habitable, enclosed heated and cooled area, exclusive of basements, open porches and garages, on the ground floor, and two-story Phase II Lots shall have at least 1,400 square feet of such habitable area on the ground floor.

**Exhibit "A" to the
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS OF WATERFORD SUBDIVISION**

.....

- 6) Minimum roof pitch shall not be less than an 8/12 pitch. Main roof pitch must be a minimum of 8/12; lower roof lines are allowed on the remainder of the house.
- 7) Exposed metal valleys on roofs are prohibited; woven shingles are required (only applies to shingle roofs).
- 8) Minimum ceiling on the first floor shall be 9 feet and a minimum of 8 feet for the second.
- 9) Exterior finish must be old style brick, stone, wood board and batten, lap siding, Authentic Stucco, Hardy Siding, or any other concrete based materials, approved by BCL&L (Durock synthetic stucco allowed).
- 10) Driveway surfaces shall be constructed of concrete, stamped concrete, brick, brick pavers, or stone. No asphalt, rock, gravel, shell or other similar materials shall be used for driveway surfaces.
- 11) Vinyl or aluminum clad windows are allowed.
- 12) Vinyl windows can be used with the approval of BCL&L.
- 13) Vinyl or aluminum cornices allowed.
- 14) Paint colors shall be approved by BCL&L. Color samples, brick, and mortar shall be submitted to BCL&L.
- 15) Dimensional Architectural shingles shall be a minimum of 25 year shingle. (Metal roofs may be allowed based on the approval by BCL&L.)
- 16) Copper highlights for roofing is encouraged, such as soffit returns and dormers.
- 17) Material of the front door shall be solid wood or wood and glass approved by BCL&L.
- 18) Vinyl shutters are not permitted.
- 19) Painted fiberglass columns with minimum 12" round will be allowed. All columns and wood treatments are subject to approval of BCL&L.

**Exhibit "A" to the
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS OF WATERFORD SUBDIVISION**

.....

- 20) Front walks shall be a minimum of 3 feet 6 inches. Design must be approved by BCL&L. Front walk surfaces shall be constructed of concrete, stamped concrete, brick, brick pavers, or stone. No asphalt, rock, gravel, shell or other similar materials shall be used for Front walk surfaces.
- 21) Driveway and garage orientation shall be subject to BCL&L approval. Garages must be at least 7 feet high and 18 feet wide. Each Lot shall have at least a two-car garage. Garages and carports on Phase I Lots shall not open to Austin Road. Garages on Phase II Lots shall open only to the side or within courtyards approved by BCL&L; garages on corner Phase II Lots shall open to the interior side only (e.g., the garage on Lot 1 of Phase II shall open to the west).
- 22) Carports are not allowed in Phase II but permitted in Phase I, subject to BCL&L approval.
- 23) Out buildings shall be subject to BCL&L approval.
- 24) Landscaping shall be subject to BCL&L approval.
- 25) Fences shall be subject to BCL&L approval. (See paragraph 12 of Declaration for required fencing).
- 26) Sprinkler systems are required.

BCL&L may change any of the above from time to time by recorded written instrument.

Return all submittal items, samples and payment to McCollough Architects, Inc., 148 East 15th Avenue, Gulf Shores, Alabama 36547 (251-968-7222).

Exhibit "B" to the
Declaration of Restrictions and Covenants of Waterford Subdivision

Official use only

Date Received _____
Time Received _____
All Samples Submitted _____
Check $\neq$ _____
Submittal Complete ☐ Yes ☐ No

Waterford Subdivision
ARCHITECTURAL REVIEW
SUBMITTAL FORM

1	Lot # _____	Phase _____	
2	Builders/Owners		(Please Print)
	Name	_____	
	Mailing Address	_____ _____	
	Phone	_____	
	Office	_____	
	Cell	_____	
	Home	_____	
3	Plans Required	Yes	No Incomplete
	Site Plan	☐	☐ ☐
	① Landscape Plan	☐	☐ ☐
	Floor Plan	☐	☐ ☐
	② Front Elevation	☐	☐ ☐
	Fence Designs	☐	☐ ☐
4	Brick	Name	_____
			☐ New ☐ Used
		Sample Submitted	☐ Yes ☐ No ☐ Already on File
		Mortar Color	_____
		Joint Style	_____
5	Stucco	③ Authentic	_____
		Color	_____
		Finish	_____
6	Siding	Style & Exposure	_____
		SI	_____
		Color	_____
7	Roof	Type	_____
		Manufacturer	_____
		Color	_____

Exhibit "B" to the
Declaration of Restrictions and Covenants of Waterford Subdivision

8	Front Door	Type Wood ④ Color/Stain	_____ _____
9	Soffit/Facia	Type ④ Color	_____ _____
10	Chimney	Brick Stucco/Color	_____ _____
11	Columns	Type Material Color	_____ _____
		☐ Square ☐ Round	
12	Garage Doors	Material/Style Color	_____ _____
13	Windows	Manufacturer Front ^{1st} Style, TDL ^{2nd} end ④ Window Grill Pattern	_____ _____
14	Street Lamps	Type	_____ _____
		☐ Copper ☐ Brass	

Notes:

- ① Landscape plan shall have all plant typed, sized & labeled. Any Trees 4" in diameter other than Pine must be identified (Flagged) as to which will be removed prior to substantial to the ARB and NO ACTION is to be taken until ARB gives approval.
- ② If corner lot the side elevations will be required.
- ③ No Synthetic Stucco Allowed
- ④ May require sample
- ⑤ No 6/6 allowed

1220965

STATE OF ALABAMA
COUNTY OF BALDWIN



**FIRST AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS OF WATERFORD SUBDIVISION**

WATERFORD (BCL&L), L.L.C. ("BCL&L"), owner of 69 of the 74 Lots in Waterford Subdivision, Phases I and II, as shown on the plats ("the Plats") recorded at Slides 2298-F and 2320-A in the records of the Office of the Judge of Probate of Baldwin County, Alabama, pursuant to its rights under paragraph 15 of that certain Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions recorded as Instrument Number 1212895 in said records, hereby amends said Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions as follows:

- (A) Paragraph 2 is amended to allow construction on Sundays.
- (B) The blank for the Instrument Number mentioned in paragraph 15 should have been completed as follows: Instrument Number 1212892.
- (C) Item 4 on Exhibit "A", Architectural Covenants and Restrictions, is amended to read as follows:
 - 4) Foundations to be used shall be a floating slab, monolithic slab, or a crawlspace foundation. Minimum finished floor elevation is to be 20 inches above the finished grade for front elevations only. Garages and porches may be lower if approved by BCL&L.
- (D) Item 9 on Exhibit "A", Architectural Covenants and Restrictions, is amended to read as follows:
 - 9) Exterior finish must be old style brick, stone, authentic or durock synthetic stucco, wood or hardie board and batten, wood or hardie lap siding, or any concrete base materials, approved by BCL&L.

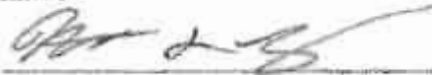
02/22/2010

- (E) Item 12 on Exhibit "A", Architectural Covenants and Restrictions, is deleted.
- (F) Item 20 on Exhibit "A", Architectural Covenants and Restrictions, is amended so that the first sentence reads as follows: Front walks shall be a minimum of 48 inches wide.

IN WITNESS WHEREOF, the undersigned has executed this First Amendment to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of Waterford Subdivision.

WATERFORD (BCL&L), L.L.C.
An Alabama limited liability company

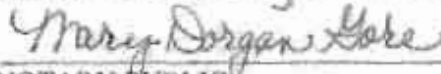
By: **BCL&L Acquisitions, L.L.C.**
An Alabama limited liability company
As a Member

By: 
NATHAN L. COX, as Manager

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County in the said State, do hereby certify that NATHAN L. COX, whose name as Manager of BCL&L ACQUISITIONS, L.L.C., an Alabama limited liability company, whose name as a Member of WATERFORD (BCL&L), L.L.C., an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the said conveyance, he, as said Member and with full authority, executed the same on the day the same bears date.

Given under my hand and official seal on this 22 day of February, 2010.


NOTARY PUBLIC
My Commission Expires: June 13, 2011

THIS INSTRUMENT PREPARED BY:

Richard E. Davis, Esquire
DAVIS & FIELDS, P.C.
Post Office Box 2925
Daphne, Alabama 36526
251- 621-1555