

THIS INSTRUMENT PREPARED BY:

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Declaration of Covenants - Longpines (Phase 1) (154851892.4)

STATE OF ALABAMA:

COUNTY OF BALDWIN:

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

OF

LONGLEAF

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this “Declaration”) is made this [] day of [], 2026, by LONGPINES LLC, an Alabama limited liability company (“Declarant”, as further defined below).

WITNESSETH:

WHEREAS, on December 30, 2010, Declarant recorded as Instrument #1266835 at Slide 0002446-B & C of the Office of the Judge of Probate of Baldwin County, Alabama, a subdivision plat for Longleaf Subdivision Phase 1 (“Plat of Subdivision”, as further defined below) pertaining to certain real property owned by Declarant in Baldwin County, Alabama, as more specifically described on Exhibit “A” hereto.

WHEREAS, Declarant also owns the real property described on Exhibit “B” attached hereto upon which Declarant has constructed a golf course which is intended to be developed and operated a golf club (the “Golf Course Property”).

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, all of the Lots (hereinafter defined) shall be held, sold and conveyed by the Owners and the Common Area (hereinafter defined) shall be held by the Association subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Community Property (hereinafter defined) and be binding on all parties having any right, title or interest in the Community Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

DECLARANT FURTHER DECLARES, that subject to the provisions hereof, all of the Golf Course Property shall be held, sold and conveyed by the owners of the Golf Course Property

subject to the restrictions, covenants and conditions contained herein, to the extent the same are expressly applicable to the Golf Course Property, for the purposes of protecting the value and desirability of, and which shall run with, the Golf Course Property and be binding on all parties having any right, title or interest in the Golf Course Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner and the Association.

ARTICLE ONE

GENERAL PROVISIONS

1.01 Restrictive Covenants and Easements Running with the Land.

1. **Community Property.** The use of the Community Property shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants and/or easements, as applicable, running with the land and with the title to each and every Lot and shall be binding upon all Owners and other persons having interests therein and upon their heirs, personal representatives, successors, grantees and assigns.

2. **Golf Course Property.** To the extent the provisions and restrictions of this Declaration are expressly made applicable to the Golf Course Property, the use of the Golf Course Property shall be in accordance with such provisions and restrictions, all of which are to be construed as restrictive covenants and/or easements, as applicable, running with the land and with the title to the Golf Course Property and shall be binding upon all owners of the Golf Course Property and other persons having interests therein and upon their heirs, personal representatives, successors, grantees and assigns. The owner of the Golf Course Property is not an Owner, as that term is defined herein, and the Golf Course Property is not subject to assessment by the Association. It is the intent of the Declarant to subject the Golf Course Property to this Declaration for the limited purpose of setting forth certain understandings regarding how maintenance and expenses will be divided between the Subdivision and the Golf Course Property, to grant certain reciprocal easements and rights between the Common Property and the Golf Course Property, and to otherwise provide for a harmonious, integrated development of the Subdivision and Golf Course Property in close proximity to each other. The Golf Course Property is expressly not part of the Common Property or Subdivision, whether any portion may now or hereafter be platted within the same subdivision plat with the Common Property.

1.02 **Terminology.** Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

1.03 **Definitions.** The following terms, when capitalized herein, shall have the meaning set forth in this Section 1.03:

- a) “Additional Property” shall mean and refer to that certain real property described on Exhibit “C” attached hereto.
- b) “Architectural Review Committee” means the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.

- c) "Assessment" or "Assessments" have the meanings set forth in Section 4.01 below.
- d) "Assessment Lien" has the meaning set forth in Section 4.08 below.
- e) "Association" means Longleaf Homeowners Association, an Alabama non-profit corporation.
- f) "Board" or "Board of Directors" means the Board of Directors of the Association, established in accordance with the Certificate of Incorporation and Bylaws of the Association.
- g) "Builder" means any commercial home builder or contractor who owns one or more Lots in the Subdivision and is in the business of constructing residential structures to sell to owner-occupants.
- h) "Bylaws" means the Bylaws of the Association, as the same may hereafter be amended, altered or repealed from time to time.
- i) "Certificate of Incorporation" means the Certificate of Incorporation of Longleaf Homeowners Association, an Alabama non-profit corporation, as filed in the records of the Alabama Secretary of State, as the same may hereafter be amended, altered or repealed from time to time.
- j) "Club" has the meaning set forth in Section 2.12 below.
- k) "Common Area" means all real property within the Subdivision which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, regardless of whether title has been conveyed to the Association, and any and all personal property or fixtures owned by the Association, whether now owned or hereafter acquired, and/or held and operated by the Association for the benefit of the Owners including, without limitation, the Community Recreational Facilities. Common Areas specifically exclude the Golf Course Facilities.
- l) "Community Recreational Facilities" has the meaning set forth in Section 2.12 below.
- m) "Complainant" has the meaning set forth in Section 9.02 below.
- n) "Community Property" means all of the Lots and the Common Area, collectively.
- o) "Declarant" means Longpines LLC, an Alabama limited liability company, its successors and assigns which expressly are assigned and assume the Declarant's rights as "Declarant" hereunder.
- p) "Declaration" has the meaning ascribed to such term hereinabove.

- q) "Design Guidelines" means the guidelines attached hereto as Exhibit "E."
- r) "Detention Area and Stormwater Facilities" has the meaning set forth in Section 2.11 below.
- s) "General Plan of Development" shall mean and refer to any recorded Plat of Subdivision including that certain Master Development Plan and Site Plan attached hereto as Exhibit "D".
- t) "Golf Course Facilities" has the meaning set forth in Section 2.12 below.
- u) "Golf Course Property" has the meaning set forth in the recitals above. The country club and golf course property may sometimes be referred to as Longpines Golf Club or the "Club".
- v) "HOA Act" shall mean the Alabama Homeowners' Association Act, currently codified at Chapter 20 of Title 35 of the Code of Alabama (1975), as the same may hereafter be altered, amended, replaced, and/or restated from time to time.
- w) "House" or "Home" means any single-family dwelling unit situated upon a Lot.
- x) "Longleaf Golf Club" has the meaning set forth in Section 2.12 below.
- y) "Lot" means each and every numbered lot shown on the Plat of Subdivision.
- z) "Member" means every person or entity who is a member of the Association.
- aa) "Mortgagee" means a holder or beneficiary of any mortgage, deed with vendor's lien reserved, or any other form of instrument used for the purpose of encumbering or conveying real property as security for payment or satisfaction of any obligation.
- bb) "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.
- cc) "Person" means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.
- dd) "Phase One" means all of the Community Property included within the subdivision plat for Longleaf Subdivision, Phase 1, recorded as Instrument #1266835 at Slide 0002446-B & C of the Office of the Judge of Probate of Baldwin County, Alabama.
- ee) "Plans" has the meaning set forth in Section 6.01 below.

- ff) "Plat of Subdivision" has the meaning ascribed to such term hereinabove and shall also include any additional plat or plats or real property that are hereafter recorded where such real property is annexed to this Declaration in accordance with the terms of Section 10.02 hereof.
- gg) "Reserve Accounts" has the meaning ascribed to such term in Section 4.02 hereof.
- hh) "Solar Equipment" has the meaning set forth in Section 7.27 below.
- ii) "Stormwater Operation and Maintenance Plan" has the meaning set forth in Section 15.09 below.
- jj) "Subdivision" means Longleaf, a subdivision as shown on the Plat of Subdivision, including any of the Additional Property made subject to this Declaration in accordance with the terms of Section 10.02.
- kk) "Temporary Golf Facilities" means a pro shop, parking lot, interim clubhouse and other improvements and facilities intended to serve the Golf Course Property and operations of the Golf Club but located on Lots.
- ll) "Temporary Sales Facilities" means a model home, sales and/or design center, construction office, or similar facilities owned by Declarant or (if approved by Declarant) any Builder and used for the purposes of conducting sales, marketing and construction activities related to the sale and building of Homes in the Subdivision.
- mm) "Turnover" means the earlier to occur of (i) Declarant relinquishing control of the Association in a written instrument recorded in the real property records of Baldwin County, Alabama; (ii) three (3) months after one hundred percent (100%) of the lots in the Subdivision, including lots to be created out of the Additional Property in accordance herewith, have been conveyed to persons other than Declarant or Declarant's successors or assigns (for avoidance of doubt purposes, the event described in this clause (ii) shall not be deemed to have occurred prior to Declarant's having annexed all of the Additional Property into the Subdivision and having sold all of the Lots therein); or (iii) December 31, 2051; provided however, in the event of a conflict between the Alabama law and the foregoing, the applicable Alabama law shall control.

ARTICLE TWO

COMMON AREA

2.01 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, the Certificate of Incorporation and the Bylaws, shall be responsible for the exclusive maintenance, management, and control of the Common Area and all improvements thereon, and shall keep the Common Area in good, clean, attractive, and sanitary condition, order, and repair pursuant to the terms and conditions of this Declaration. The Association has the right to restrict the use and govern the operation of the Common Area by promulgating reasonable rules and regulations, including with respect to any Common Area facilities, the right to charge

reasonable one-time or monthly fees for the use thereof by the Owners as the Association deems necessary or appropriate. Rules and regulations may be established by the Association to regulate the use of the Common Area.

2.02 Right of Enjoyment. Subject to any rules and regulations promulgated by the Board of Directors and the terms and conditions of the HOA Act and the Bylaws, every Member shall have a right and easement of enjoyment of the Common Area, and such easement shall be appurtenant to and pass with the title to each Lot.

2.03 Lots Subject to Covenants, Restrictions, Limitations and Term. Each Lot that shall be conveyed, held, devised, leased, or demised at any time hereafter shall be subject to all the terms, conditions, covenants, restrictions, and limitations herein contained, and the obligation to observe and perform the same whether or not it be so expressed in the deed or other instrument of conveyance of the Lot or real property, and such shall run with the Lot or real property and be appurtenant thereto as if fully set out in such deed or instrument of conveyance, subject to the terms and conditions hereof.

2.04 Access Easement. An easement for vehicular and pedestrian access is hereby reserved over and across all private roadways in the Subdivision for the benefit of the Association, all Owners, and all tenants and guests of all Owners (the "Access Easement"). The Association shall have the right to promulgate rules and regulations for the use of the Access Easement. The maintenance and repair of the road surface that constitutes the Access Easement shall be performed by the Association. The Association shall have the right, but not the obligation, to construct, install, maintain and repair a controlled access gate at one or more points in the Subdivision (a "Gate"). In the event the Association elects to construct, install, maintain and repair a Gate, the Association shall, subject to any rules and regulations adopted by the Association therefor, provide all Owners who own Lots behind the Gate with an access code, gate key or some other method of obtaining access through the Gate when it is closed.

2.05 Overhead Wires. No Lot shall be served with any overhead electrical or communications service, and no Owner shall erect power poles for such service; provided, however, that nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting provided that such lighting is constructed in accordance with the terms and conditions hereof.

2.06 Control of Common Area. Subject to any restrictions set forth in this Declaration, the Association may, upon approval by the Board of Directors, sell, subdivide, lease, mortgage, grant easements over or otherwise encumber the Common Area, or exchange all or any portion of the Common Area for Lots or other real property, or purchase or acquire any additional real property and dedicate the same as Common Area subject to the terms of this Declaration.

2.07 Condemnation. In the event of a taking by eminent domain of any portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Area, unless within sixty (60) days after such taking, an alternative plan is approved by at least fifty percent (50%) of the voting interests of the Members. The provisions of this Declaration applicable to replacement or

restoration of damaged improvements on the Common Area shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

2.08 Liability. Owners, occupants and their guests shall use and enjoy the Common Area at their own risk and shall assume sole responsibility for their personal belongings used or stored there. The Association, Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on any of the Common Area. The Association shall not be liable for injury or damage to any person or property (a) caused by the elements or by an Owner or any other person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, utility line, facility or from any portion of the Common Area, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or occupant for loss or damage, by theft or otherwise, of any property of such Owner or occupant.

2.09 Assumption of Risk and Indemnification by Owners. Each Owner, by its purchase of a Lot, hereby expressly assumes the risk of noise, bodily injury or property damage caused by maintenance, operation or use of the Common Areas, including, but not limited to: (i) noise from equipment to maintain, repair or replace the same, it being specifically understood that certain maintenance, repairs or replacements may take place around sunrise, sunset, or at night, (ii) noise caused by users of the Common Areas, (iii) use of pesticides, herbicides and fertilizers, (iv) wildlife within Common Areas, (v) view restrictions caused by planting and maturation of trees, shrubbery and berms (whether planted or installed prior to the Owner's occupancy of a Lot or subsequently planted or installed, (vi) reduction in privacy caused by traffic on the roadways, or other Common Areas or the removal or pruning of shrubbery or trees on the Common Areas, and (vii) design or modification of the Common Areas. Each Owner, on behalf of themselves and their family, guests and invitees, agrees that except for gross negligence or willful misconduct, neither the Declarant, the Association, nor any entity managing the Common Area (including Board members, officers, employees, agents, contractors, subcontractors, successor and assigns of any of the foregoing) shall be liable to Owner, its family members, its guests, its invitees or any other person claiming any loss or damage, including indirect, special or consequential loss or damage arising from bodily injury, destruction of property, trespass, or loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owner's Lot to the Common Area, including, without limitation, any claim arising in whole or in part from the negligence of the Association or any other entity owning, managing, and/or maintaining the Common Area. The Owner hereby agrees to indemnify and hold harmless, except for gross negligence or willful misconduct, the Declarant, the Association, and any entity managing the Common Area (including Board members, officers, employees, agents, contractors, subcontractors, successor and assigns of any of the foregoing) against any and all claims by Owners, their family, guests, invitees, tenants, and others. Notwithstanding anything to the contrary contained herein or in the Certificate of Incorporation, Bylaws, any rules and regulations adopted by the Association, or any other document governing or binding the Association, the

Association shall not be a guarantor or insurer of, the health, safety or welfare of any Owner, occupant, or user of any portion of the Common Area, or the Owner's guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. The Association is not empowered, and has not been created, to act as an agency which enforces or ensures compliance with the laws of the State of Alabama or Baldwin County or the prevention of tortious activities.

2.10 Indemnification by Association. The Association shall to the broadest extent possible by applicable statute, indemnify and hold harmless every officer, director, and committee member against any and all expenses, including counsel and paralegal fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors, or committee members may also be members of the Association), and the Association shall indemnify and forever hold each such officer, director, and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and directors' and officers' liability insurance to fund this obligation.

2.11 Detention Common Area. The Association shall be responsible for maintaining and repairing the detention area and private stormwater infrastructure and any and all stormwater management facilities (collectively, the "Detention Area and Stormwater Facilities" or "Detention Common Area") within the Subdivision. This responsibility shall be a covenant that runs with the land and is enforceable by any person, Owner, or other entity damaged by the Association's failure to maintain the Detention Area and Stormwater Facilities. In the event that the Association is dissolved or becomes inactive, the Owners shall bear responsibility for compliance with the Stormwater Operation and Maintenance Plan and the requirements set forth in this Section 2.11. In no way limiting the foregoing, the Association shall remain in compliance with any and all reporting or other requirements of Baldwin County, Alabama, with respect to the Detention Area and Stormwater Facilities. The Association may not sell, subdivide, lease, mortgage, grant easements over or otherwise encumber the Detention Common Area, or exchange all or any portion of the Detention Common Area for Lots or other real property, or otherwise use, disturb, develop, or maintain the Detention Common Area in any manner that would disrupt or alter the flow of stormwater into, over, and across the Detention Common Area, disturb any wetlands located in or upon the Detention Common Area, or negatively impact the Detention Area and Stormwater Facilities except in compliance with the Stormwater Operation and Maintenance Plan, applicable law and the approved plans and permits for the Subdivision.

2.12 Easements and Use of Common Areas.

1. The Declarant has may construct, on the Golf Course Property, a clubhouse and golf course facility with driving range, swimming pool and other related facilities and improvements (the "Golf Course Facilities" to be owned and operated as a privately owned golf club ("Longleaf Golf Club" or the "Club"). **THE GOLF COURSE FACILITIES ARE NOT COMMUNITY RECREATIONAL FACILITIES AND ARE NOT AVAILABLE FOR USE BY OWNERS OR THEIR TENANTS OR GUESTS UNLESS A SEPARATE MEMBERSHIP TO LONGLEAF GOLF CLUB IS OBTAINED THROUGH THE ASSOCIATION OR OTHERWISE. SEE SECTION 12.02 FOR MORE INFORMATION. THE GOLF COURSE FACILITIES DO NOT CURRENTLY EXIST AND NEED NOT BE BUILT.**

2. The Declarant and the Association may also construct other recreational facilities on the Common Areas. These facilities, as may be added to or expanded from time to time, will be referred to as the "Community Recreational Facilities". No Community Recreational Facilities currently exist, and none are planned at this time. Use of Community Recreational Facilities, if any, is limited to Association Members, their guests and tenants, and guests of tenants. No use is permitted by any non-residents, including non-resident members of the Club, unless specifically authorized by the Board of Directors, and fees for such usage by non-residents are to be established by the Board.

2.13 Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

1. The right of the Association to limit the use of the Common Area to House or Lot occupants, their families and bona fide guests in accordance with written rules and regulations promulgated by Association from time to time.

2. The rights of the Association to suspend the voting and enjoyment rights of an Owner for any period during which any assessment against his Lot or House remains unpaid, or for any infraction of the Association's published rules and regulations;

3. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association's Board of Directors (or prior to Turnover, by the Declarant).

4. The right of the Association to impose reasonable covenants and restrictions in respect to such Common Area, in addition to those set forth therein at the time of conveyance of such properties to the Association and such covenants and restrictions will be incorporated by reference and made part of this Declaration.

2.14 Encroachment Areas. Each Owner is hereby declared to have an easement, and the same is hereby reserved to the Association and any affected Owner over all adjoining Lots, and the Common Areas for the purpose of accommodating any encroachments due to original engineering errors, errors in original construction, settlement or shifting of a building, or any other similar cause. There shall be a continuing easement for the maintenance of said encroachment,

provided however, that in no event shall an easement for encroachment be created in favor of an Owner, if said encroachment occurred due to the willful or intentional act of said Owner, or as part of construction other than original construction on the Lot by a Builder. This provision is intended to apply to Homes, party walls and other permanent structures, the removal or relocation of which would cause undue harm or excessive expense to the encroaching Lot Owner. This provision does not extend to or apply to encroachments of fences, accessory structures, or landscaping/hardscaping improvements.

ARTICLE THREE

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.01 Membership. Each Owner shall be a Member, subject to the terms and conditions of the Certificate of Incorporation and the Bylaws.

3.02 Voting. Voting by Owners shall be in accordance with the Bylaws.

3.03 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of said Owner's Lot.

ARTICLE FOUR

COVENANT FOR MAINTENANCE ASSESSMENTS

4.01 Personal Obligation of Assessments. Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) any individual assessments, fines or charges charged against the Lot or Owner, as such assessments are hereinafter established and shall be collected as hereinafter provided (singularly, an "Assessment" and collectively, the "Assessments"), as such Assessments are hereinafter established and shall be collected as hereinafter provided. The annual, special, and individual assessments, together with interest, costs, an administrative late fee not to exceed the greater of twenty-five and no/100 dollars (\$25.00) or five percent (5%) of the amount of each installment that is past due, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such Assessment is made effective from and relating back to the date on which this Declaration was recorded. Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees, and then to the delinquent Assessments. Each such Assessment, together with interest, costs, the administrative late fee and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall pass to successors in title.

4.02 Purpose of Assessments. The Assessments levied by the Association shall be used to provide for the operation of the Association and the management, care and maintenance of the Common Area and any improvements constructed thereon including provision for appropriate insurance against casualty and liability. At the Board's discretion, the Association may establish

and maintain one or more reserve funds with such sums as the Board determines in good faith are necessary and adequate for the periodic maintenance, repair, and replacement of improvements to the Common Area (the "Reserve Accounts").

4.03 Annual Assessments.

(a) Annual Assessments of all Lots. To provide the total sum necessary for the insurance purchased by the Association hereunder, the Reserve Accounts, the maintenance, repair and replacement (as applicable) of any improvements located on the Common Area, the costs of any Owner Social Membership Program (if any), and any and all other expenses of the Association (whether pertaining to the ownership, operation, use, maintenance, and/or repair of the Common Areas or otherwise), each Member for each Lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each Member for each Lot shall be determined in accordance with the provisions of this Article Four. The amount of the annual Assessment assessed against each Member as provided under the foregoing sentence shall be assessed by the Association as a lien at the beginning of each annual Assessment period.

(b) Other Assessments. The costs and expenses associated with the providing of private access or other specific amenities, such as a private gate system, which are only of benefit to specific phases or sections of the Subdivision, as determined by the Board of Directors, shall be allocated equally to each Lot that benefits from these amenities. These expenses will be collectible in the same manner as other unpaid assessments.

4.04 Special Assessments.

(a) Special Assessments for Capital Improvements Upon Common Area. In addition to the annual Assessments authorized above, the Board of Directors may levy, in any assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and any entrance wall or signage, including fixtures and personal property related thereto.

(b) Special Assessment Against Particular Lot(s). In addition to the assessments described elsewhere in this Article, the Association may levy a special assessment against a particular lot to recover damages or expenses chargeable against that lot for any negligent or intentional acts of the lot owner, his family, guests, invitees, agents or tenants which cause damage to Common Property. A special assessment may also be imposed against a Lot for necessary maintenance, restoration or repairs which are the responsibility of the Lot Owner, and which the Lot Owner fails to perform, as provided for in other sections of this Declaration, without approval of the membership. The Association shall provide notice to the lot owner of any proposed special assessments, and then shall provide to the lot owner a written notice stating the amount of and the due date for the payment of such special assessments.

4.05 Date of Commencement of Annual Assessments and Due Dates. The Assessments provided for herein shall only be assessed against Lots upon which a House has been constructed, and will commence as to a particular Lot upon conveyance of the Lot to any Owner who is not the

Declarant or a Builder. Each annual Assessment period will begin on January 1 and end on December 31 of each calendar year. The first annual Assessment will be assessed for the period beginning thirty (30) days after the Board of Directors fixes the amount of the first annual Assessment and ending on December 31, 2027. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The Board of Directors shall determine if annual and special Assessments will be collected annually, quarterly or at some other interval and shall set due dates for Assessment payments. If the Board of Directors does not fix an annual Assessment in advance of any annual Assessment period, the annual Assessment for the period will be the same as for the prior period until the Board fixes a new annual Assessment amount.

4.06 Assessment Shares. Except with regard to special assessments under Section 4.04(b) and the Section 4.03(b) “other” assessments, each Member shall be responsible for a portion of any annual or special Assessments levied against the Members equal to a fraction calculated in accordance with the following: the numerator of such fraction shall be the number of Lots owned by such Member and the denominator of which shall be the total number of Lots in the Subdivision at the time such Assessment is levied. The quotient of such fraction shall be multiplied by the total sum of the applicable Assessment, and the resulting figure shall be the portion of such Assessment that is owed by the applicable Member. The total number of Lots in the Subdivision may be increased from time-to-time by Declarant in its sole and absolute discretion in accordance with Section 10.02 hereof, and any such increases in the total number of Lots in the Subdivision shall be taken into account in calculating any Assessments in accordance with this Section.

4.07 Initial Capital Contribution Assessment. Unless the Board sets a lesser amount from time to time, an Assessment is hereby levied against and due upon the closing of the sale of each Lot in the amount of the greater of (a) Five Hundred and No/100 Dollars (\$500.00), or (b) one-fourth (1/4) of the then current annual Assessment, against the purchaser of each Lot (whether such Lot has a completed Home located upon it or otherwise) and against each subsequent purchaser of each Lot; provided, however, that in the case of sales of Lots by Declarant to a Builder, the Builder shall be exempt from such Assessment. The proceeds of such Assessments may be used by the Association for any purpose for which the Association is authorized under the Certificate of Incorporation or this Declaration.

4.08 Reservation of Lien; Effect of Nonpayment of Assessments; and Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest thereon at a rate to be set by the Board of Directors but in no event greater than the maximum percentage rate as may then be permitted under the laws of the State of Alabama. The Association may bring an action at law or in equity against the Owner personally obligated to pay any Assessment, foreclose a lien against the Lot(s) against which the Assessment is applicable, or seek injunctive relief. Furthermore, a lien is hereby reserved in favor of the Association against each Lot in the amount of all Assessments outstanding against such Lot (the “Assessment Lien”). Interest, costs, and reasonable attorneys’ fees of any action brought by the Association in respect of an Assessment and/or the Assessment Lien applicable to such Assessment shall be added to the

amount of such Assessment and shall be secured by the Assessment Lien. Each such Owner, by his acceptance of a deed to or other conveyance of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of each Assessment as a debt and to foreclose the Assessment Lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with the Assessment Lien. The Assessment Lien may be foreclosed by the Association in the same manner as real estate mortgages in the State of Alabama. The Association shall have the power to bid for an interest foreclosed under an Assessment Lien at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Area or abandonment of said Owner's Lot. The Board of Directors may also suspend the use rights of any Owner of the Common Area in the event of a failure to pay any Assessment within thirty (30) days of the applicable due date. If the Owner has rights to use the Golf Course Facilities under an Owner Social Membership Program, the Board of Directors or the Golf Club may also suspend the use rights of any Owner of the Golf Course Facilities for failure to pay any Assessment within such time period. Furthermore, and without limiting any rights of the Association hereunder, the Association shall have the right to transfer, assign and convey to any third party any debt associated with any unpaid Assessments and the Assessment Lien that is associated therewith.

4.09 Lien Rights under the HOA Act. The lien rights granted and reserved to the Association in accordance with Section 4.08 hereof shall be in addition to, and shall not be in lieu of, the lien rights that are granted to the Association by Section 35-20-12 of the HOA Act. The Association shall have the right, exercisable by the Board of Directors in its sole and absolute discretion, to elect from time to time whether to establish, record, enforce, foreclose or otherwise treat a lien against an Owner's Lot as being (a) an Assessment Lien granted and reserved in accordance with this Declaration or (b) a lien granted to the Association by Section 35-20-12 of the HOA Act. Any lien granted to the Association by Section 35-20-12 of the HOA Act and sought to be enforced by the Association shall be enforced in accordance with the terms and conditions of the HOA Act.

4.10 Election of Remedies. Institution of a suit at law to collect payment of any delinquent Assessments shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection by foreclosure of any sums remaining owing to it, nor shall proceeding by foreclosure to effect such collection be deemed to be an election precluding the institution of a suit at law to collect any sum then remaining owing to the Association. The Association shall be entitled to bid at any sale held in connection with the foreclosure of the Assessment Lien and may apply as a cash credit against its bid all sums secured by the lien enforced.

4.11 Subordination of the Lien to Mortgages. The Assessment Lien shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the Assessment Lien; provided, however, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage on said Lot or any proceeding in lieu thereof, shall extinguish the Assessment Lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from

liability for any Assessments thereafter becoming due or from the Assessment Lien associated therewith or relieve the prior Owner from any personal liability for any unpaid Assessments occurring prior to said sale or transfer.

4.12 Estoppel Letter. The Association shall, within thirty (30) days after receiving a written request therefor and for a reasonable charge, as established by the Board of Directors, certify to the amount of any unpaid Assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of Assessments due with respect to a Lot shall be binding upon the Association.

4.13 Exempt Property. The assessments, charges and liens created under this Article Four shall not apply to the Common Areas, the Golf Course Property, any Home or Lot which the Association may hereafter designate for common use as part of the Common Area or, until Turnover, any Lot used by Declarant or any Builder or the owner of the Golf Course Property as Temporary Golf Facilities or Temporary Sales Facilities. In addition, all property dedicated to or used by a utility company but not incorporated as an easement over a Lot (i.e., a separately platted sewer lift station area) shall likewise be exempt.

ARTICLE FIVE

MAINTENANCE AND REPAIR

5.01 Maintenance. The Association shall provide maintenance of the Common Area. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Subdivision and to enter into easement and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. Without limiting the foregoing, the Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Common Area and to carry out its rights and duties set forth in this Declaration. Each Owner shall maintain his or her respective Lot and shall also maintain and repair, at such Owner's sole cost and expense, said Owner's House, patio and yard area keeping the same in good condition and making all structural repairs and maintenance, external and internal, as may be required from time to time, including, but not limited to maintenance and repairs of any enclosed patio area, screens and screen doors, exterior door and window fixtures, glass, and other hardware. Each Owner shall also be responsible for the maintenance and repair of any fence or fences erected on such Owner's Lot and gates appurtenant thereto. All Lots shall have automatic irrigation systems irrigating lawn and planted shrubs. Owners may have wells installed for irrigation use only, subject to approval by the Architectural Review Committee. All lawns will be planted with Bermuda sod, or such other sod which may be approved for use by the Board of Directors from time to time. At any time as the Golf Club is actively operating, the Board must obtain approval of the owner of the Golf Club Property if it elects to approve alternate types of sod for use in the Subdivision.

5.02 Failure to Maintain. In the event an Owner shall fail to maintain and repair his Lot and the improvements situated thereon, as provided for herein and provided that the failure to so maintain shall cause damage or injury to the adjoining Lot or to common structural elements which

affect an adjoining Lot, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the House and any other improvements erected thereon. The cost of the same shall be added to and become part of the Assessment to which such Lot is subject; provided, however, if a dispute arises concerning the foregoing between the Owner and the Association, the matter may be submitted to arbitration in accordance with the mutual agreement of the parties.

5.03 Damage to Common Area. Notwithstanding anything contained in this Article Five to the contrary, each Owner shall be personally responsible and personally liable for any damage to the Common Area, or any portion thereof, caused by the Owner and/or the Owner's family members, guests, invitees, lessees or licensees as a consequence of the negligence, recklessness or willful misconduct of such person. The cost of repair for any damage so caused by the Owner, the Owner's family members, guests, invitees, lessees or licensees shall be an individual Assessment against the Owner responsible therefor and the Lot of such Owner.

5.04 Insurance. Notwithstanding anything to the contrary herein, to the extent insurance coverage required by Article 11 of this Declaration covers repairs or replacements otherwise performed by the Association under this Article Five, such repairs or replacements shall be governed by Article 11 herein, and the Association shall not perform repairs or replacements covered by insurance or any other activities that would negate such coverage or impair the availability of such coverage.

ARTICLE SIX **ARCHITECTURAL CONTROL**

6.01 Submission of Plans and Specifications. No House, building, fence, wall, or other structure or improvement affecting the exterior appearance of a Home or Lot shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereon be made, including material changes to the landscaping, exterior lighting or grading of a Lot, until the plans and specifications of the same shall have been submitted by an Owner to and approved in writing as in harmony with this Declaration by the Architectural Review Committee. Two (2) copies of the building or construction plans and specifications (collectively, the "Plans") shall be submitted to the Architectural Review Committee. Plans for initial construction on a Lot must also include a landscaping plan and exterior lighting plan for the Lot. Prior to commencement of any construction activities on a Lot, an Owner's Plans must be approved by the Architectural Review Committee as to conformity and harmony with this Declaration. All Plans must comply with the Design Guidelines attached hereto as Exhibit "E". The Architectural Review Committee may, from time to time, establish additional written design guidelines or submittal requirements for the Subdivision, and a copy of any such guidelines or submittal requirements then in effect shall be made available to any Member requesting a copy of same from the Association.

Improvements requiring prior approval of the Architectural Review Committee include, but are not limited to:

- ❖ New residences

- ❖ Additions and exterior renovations
- ❖ Accessory structures
- ❖ Swimming pools and outdoor living features
- ❖ Fencing and walls
- ❖ Driveways, hardscape, and exterior lighting
- ❖ Significant landscape, grading, or drainage modifications
- ❖ Exterior material or color changes
- ❖ Utility screening and service areas

The Architectural Review Committee may charge fees for submittals and may engage an architect, engineer, or other design profession to assist with its review of Plans.

6.02 Approval or Disapproval. The Architectural Review Committee shall indicate its approval or disapproval of such plans and specifications by delivering, in writing, notice of such approval or disapproval to the requesting Owner. In the event the Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed automatically given. Notwithstanding the immediately preceding sentence, if an Owner constructs, modifies, or alters any improvement on his or her Lot prior to delivering the applicable plans and specifications to the Architectural Review Committee as required hereunder, then such plans and specifications shall not be deemed approved if the Architectural Review Committee fails to approve or disapprove of such plans and specifications within said thirty (30) day period.

6.03 Right of Inspection. The Architectural Review Committee shall have the right, but not the obligation, to inspect the Owner's Lot and improvements during construction and prior to occupancy to inspect whether construction is proceeding in accordance with the construction plans submitted and approved by the Architectural Review Committee. Failure of an Owner to comply with the provisions of this Section, or failure of an Owner to carry out construction in accordance with the provisions of this Article, shall subject such Owner to such remedies as might be available at law or in equity (including, but not limited to, specific performance and injunction, payment of the prosecuting parties' reasonable legal fees and expenses).

6.04 Limited Review. The scope of review by the Architectural Review Committee is limited to appearance only and does not include any responsibility for structural soundness, suitability of construction or materials, compliance with building or zoning codes or standards, this Declaration, or any other similar or dissimilar factors.

6.05 Waiver of Liability. Neither the Architectural Review Committee nor any architect nor agent thereof nor the Association nor any agent or employee of any of the foregoing shall be responsible in any way for the failure of any improvements to comply with the requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

6.06 Compliance with Laws. It shall be the responsibility of each property owner within the Subdivision at the time of construction of a building, residence or structure, to comply with all applicable laws and legal requirements and the construction plans for the Surface Water Management System, including without limitation (i) the grading and drainage plans for the Subdivision, which can be obtained from the Declarant (until Turnover) or the Association, (ii) the restrictive covenants in this Declaration regarding wetlands and other buffers and conservation areas, and (iii) any applicable wetlands permits.

6.07 Variances and Waivers. The Architectural Review Committee may grant variances or waivers from specific requirements of the Design Guidelines and this Declaration if the members of the Architectural Review Committee determine that such variances or waivers are necessary or appropriate to carry out the overall intent of this Declaration and the Design Guideline or to comply with applicable law.

ARTICLE SEVEN **USE RESTRICTIONS**

7.01 Residential Use; Commercial Activity. Except as is hereinafter provided in this Section and in Section 10.01(c) hereof, each Lot is hereby restricted to a private, single-family dwelling for residential use. No commercial activities of any kind whatsoever shall be conducted in any Home, any other building located on a Lot, or any portion of any Lot; provided, however, that (a) an Owner may conduct a business entirely within his Home so long as (i) such business uses only ten percent (10%) of the total square footage of such Home, (ii) such business does not result in parking of additional vehicles on the Subdivision streets or Common Areas, (iii) such business is secondary to the use of the Lot for residential purposes, and (iv) such business shall not violate any applicable zoning ordinances; (b) Builders and Declarant shall have the right to use a House as a “model home” and to construct and operate Temporary Sales Facilities; and (c) Declarant or the owner of the Golf Course Property may construct and operate Temporary Golf Facilities on one or more Lots.

7.02 Subdivision of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof, to easements and rights-of-way, and matters of public record. No Lot may be subdivided into a smaller Lot or Lots unless approved by the Association; provided, however, that an entire Lot may be combined with an entire adjacent Lot and occupied as one Lot, in which event the combined Lots will be assessed and governed as one Lot.

7.03 Signs. No sign of any kind shall be displayed on any Lot (including, without limitation, any signage within a Home that is visible from the exterior of such Home), except (i) that any Owner actively attempting to sell his Lot may place a “for sale” sign of less than four (4) square feet on his Lot; (ii) during the building of homes in the Subdivision, Declarant and/or the Builders in the Subdivision may place signs at the entrance and/or on any Lot to advertise the Subdivision and the Lots for sale therein; and (iii) any Owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home.

7.04 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any other Owner.

7.05 Design Criteria; Structure. In addition to the Design Guidelines, all improvements to be constructed or otherwise located on a Lot by an Owner shall comply with the following requirements:

- (a) No residence shall be erected or allowed to remain on any Lot within the Subdivision unless the living area in the main residence, exclusive of screened porches, garages, and non-air conditioned storage rooms shall equal or exceed the following requirements, unless a larger amount of living area is required by the Design Guidelines.
- (b) All sidewalks shall be constructed along the street right-of-way of each Lot in accordance with a uniform plan established by the Declarant. Accordingly, each site Plan submitted to the Architectural Review Committee shall show the location and material to be used for construction of the sidewalk, all as required and approved by the Architectural Review Committee. Each Owner shall construct or cause to be constructed on his or her Lot the approved sidewalk upon completion of the House on his or her Lot and before occupancy thereof. It shall be each Owner's responsibility to maintain any portion of a sidewalk situated on the Owner's Lot so that such sidewalk remains in an attractive, well-kept condition.
- (c) No window air-conditioning units shall be permitted on the front or sides of any residence so as to be visible from the front line of such Lot.
- (d) Underground electrical distribution facilities are required and no overhead electrical or similar wiring or lines shall be permitted.
- (e) All outside radio and T.V. antennas (including satellite dishes and other signal receiving/transmitting equipment) shall be installed in such a way as to minimize visibility from the front of the Lot and shall be placed on the back or side of any roof unless otherwise approved by the Architectural Review Committee.
- (f) No plumbing or heating vent shall be placed on the front side of any roof.
- (g) Driveways shall not impede any drainage or utility easement.
- (h) During construction, all vehicles, including those delivering supplies, must be parked so as not to unnecessarily damage trees on a Lot or Common Area.
- (i) All building debris, stumps, trees, etc., must be removed from each Lot by the Owner thereof as often as necessary to keep the House and Lot attractive. Such debris shall not be dumped in any area of the Subdivision.

- (j) No outside clothes lines shall be permitted.
- (k) Following construction of a Home on a Lot, existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot.

7.06 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, and other household pets may be kept subject to the rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. Pets must be kept leashed and/or under control at all times. Notwithstanding the foregoing, the restrictions in this Section 7.06 shall not apply to any service animals, support animals, and any other animals permissible under the Americans with Disabilities Act.

7.07 Waste. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot except in sanitary containers located in appropriate area, screened and concealed from view.

7.08 Intentionally Omitted.

7.09 Temporary Structures. No structure of a temporary character, trailer, mobile home, motor home, modular building unit, basement, tent, shack, garage, barn, or other outbuilding shall be used at any time on the Lots as a residence, either temporarily or permanently.

7.10 Vehicles.

- (a) No inoperative cars, trucks, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period longer than two days; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.
- (b) No trucks larger than a pickup truck designed primarily for non-commercial use shall be parked in the Subdivision, except those reasonably necessary to complete approved improvements.
- (c) Recreational vehicles, campers and semi-trucks shall not be parked or stored on or adjacent to any Lot for a period longer than three days. Except as permitted below, boats and utility trailers may only be (1) parked in garages, (2) parked in basements, or (3) screened from view by a fence or other screening material approved by the Architectural Review Committee; provided, however, if an Owner elects to store a boat or utility trailer on his or her Lot in accordance with subsection 7.10(c)(3), then no more than one (1) boat or utility trailer may be stored on such Lot. Boats and utility trailers may be parked or stored on or adjacent to any Lot for a period up to three days without complying with the preceding sentence.

- (d) Parking in yards, on sidewalks and in front of private driveways is strictly prohibited.
- (e) There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless performed inside an enclosed garage.
- (f) No noxiously loud or dangerous vehicles shall be allowed to be operated on any Lot, including, without limitation, all-terrain vehicles (aka ATVs).

7.11 Construction.

- (a) When the construction of any improvement upon any Lot has begun, work thereon shall be pursued diligently and continuously until full completion. All construction sites must be kept clean, and debris shall not be allowed to accumulate. During construction, the use of dumpsters for routine cleaning of construction sites is permitted.
- (b) No residence constructed on any Lot may be occupied prior to its substantial completion.
- (c) Landscaping shall be completed within sixty (60) days after completion of construction.

7.12 Pollution. There shall be no noxious emission of smoke, dust, odor, fumes, glare, noise, vibration, electrical or magnetic disturbance, detectable at the lot line or beyond.

7.13 Outdoor Lighting. No exterior lighting fixture (other than fixtures approved by the Architectural Review Committee) shall be installed within or upon any Lot without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to Owners or occupants of adjacent properties. No flood lights or security lights shall be allowed on any Lot except as approved by the Architectural Review Committee on a case by case basis. No light shall be attached to the soffits of any improvements on the Lot unless the lights are recessed.

7.14 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All storage equipment for such material shall be kept in a clean and sanitary condition and screened from street view.

7.15 Oil and Mining Operations. No activity or hardware used for the purpose of exploration or extraction of minerals, oil, or gas shall be allowed on any Community Property at any time.

7.16 Firearms and Fireworks. The display or discharge of firearms or fireworks on any Lot or any Common Area is prohibited; provided, however, that the display of lawful firearms on the Common Area is permitted by law enforcement officers and also is permitted for the limited

purpose of transferring firearms across the Common Area to or from an Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

7.17 No Hanging of Items. No clothes, sheets, blankets, towels, laundry, flags or other decorative items or other articles shall be hung out or exposed on any portion of a Lot. Notwithstanding the foregoing, each Owner may exhibit or display on such Owner's Lot a current flag of the United States that is not in excess of that which is permitted by Section 35-1-5 of the Alabama Code (1975), as the same may be altered, amended, and/or replaced from time to time hereafter, and on a pole that does not extend beyond the highest point on the roof of such Owner's Home.

7.18 Hazardous Items. No one shall use or permit to be brought onto any Lot or upon any of the Common Area any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed hazardous to life, limb or property, without the written consent of the Board of Directors; provided, however, that an Owner may store and possess gasoline and other flammable or hazardous materials typically used in the operation and maintenance of a single family residence and yard, in reasonable quantities for personal use upon Owner's Lot without obtaining such written consent. The Board of Directors may require removal of any flammable or hazardous materials from the Subdivision if it determines, in its sole and absolute discretion, that any type or quantity of material is in violation of this Section.

7.19 Water and Sewer Service. The Owner of each Lot shall be required to connect to and use the central water distribution system and central sanitary sewage disposal system serving the Subdivision, and shall be responsible for paying all connection fees and assessments. No septic tanks or wells will be permitted.

7.20 Windows and Window Treatments. The exterior facing of window coverings must be off-white or a neutral color. Reflective glass shall not be permitted on the exterior of any House or other structure. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or for other purposes. All exterior window styles, materials, and colors and all hurricane or storm shutters must be approved by the Architectural Review Committee; provided, however, that in no event shall burglar bars and/or wrought iron doors be permitted. Hurricane or storm shutters (a) may not be closed or otherwise installed to cover windows unless and until a tropical storm or hurricane warning is issued by the National Weather Service for the County in which the Subdivision is located, and (b) shall be opened and/or otherwise removed within seventy-two (72) hours of the storm's passage.

7.21 Lots on Wetland Areas, Body of Water. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway on which it may abut without appropriate governmental permits (if any are required) and prior written approval of the Architectural Review Committee.

7.22 Compliance With Law. In all cases, each Owner shall comply in all respects with all applicable laws, rules and regulations (including, without limitation, applicable zoning ordinances) promulgated by any governmental authority having jurisdiction over the Lots and the Common Area.

7.23 Swimming Pools. No swimming pools, pool decks, pool screening or other improvements associated with a swimming pool shall be constructed, altered or maintained upon any Lot without the prior written approval of the Architectural Review Committee in accordance with Article Six hereof. Notwithstanding the foregoing, any such swimming pool must also be constructed, equipped, and maintained in accordance with the laws, ordinances, regulations, rules and standards of any city, county, and/or state authorities having jurisdiction over the Subdivision. Any Owner who desires to construct a swimming pool on such Owner's Lot shall also, prior to completion of such swimming pool, construct a fence around such swimming pool, which fence must also be approved by the Architectural Review Committee in accordance with Article Six hereof. Above-ground pools are expressly prohibited.

7.24 Stormwater Drainage Improvements. Owners shall not alter, fill or otherwise change any stormwater improvements made to such Owner's Lot by Declarant in the development of the Subdivision or by any Builder during the construction of a Home on such Owner's Lot, including, without limitation, any drainage ditches and/or swales, without the prior written approval of the Association, which may be withheld by the Association in its sole and absolute discretion.

7.25 Outdoor Equipment. No outdoor equipment, tools, generators, or sporting equipment (including but not limited to basketball goals) may be installed or affixed to any Lot or House without prior written approval from the Architectural Review Committee; provided, however, that portable outdoor equipment, tools, generators, or sporting equipment may be used on a temporary basis and removed from view immediately after use. Certain outdoor equipment including firepits, grills, patio furniture, artificial vegetation, playground equipment and/or trampolines may be placed on a Lot, however such items must be placed behind the House, on the rear side of the Lot, and enclosed with a fence, with prior approval of the Architectural Review Committee required for the fencing design, materials, height and location for such fencing.

7.26 Holiday Displays. Notwithstanding anything to the contrary in this Declaration, including but not limited to those certain restrictions set forth in Section 7.13, holiday lighting and holiday decorations shall be permitted to be placed, installed, located, and/or erected upon the exterior portion of the Home or Owner's Lot beginning no earlier than thirty (30) days before a holiday, and shall be removed in their entirety no later than fourteen (14) days following such holiday. In no way limiting the foregoing, the Architectural Review Committee and/or the Association may establish additional standards and/or rules and regulations regarding holiday lights and/or decorations. The Association may require the removal of any holiday lighting and/or decoration that creates a nuisance, which includes but is not limited to, spillover to adjacent Lots, excessive noise, light shining directly onto adjacent Homes, and/or the cause of excessive vehicular traffic within the Subdivision.

7.27 Solar Panels and Collectors. No solar panels and/or solar collectors (as applicable, "Solar Equipment") may be placed on a Home without prior written approval from the Architectural Review Committee; provided, however, that if such approval is granted by the Architectural Review Committee, such solar equipment must be located on the rear elevations of the Home. Notwithstanding the foregoing, if a Home's rear elevation is in the line of sight of any

lake, pond or Common Area, and such line of sight is unobstructed in the opinion of the Architectural Review Committee, then the Architectural Review Committee may prohibit the installation of Solar Equipment on such Home. The Architectural Review Committee shall have the right to grant variances if needed to comply with any future changes to applicable laws.

7.28 Rules and Regulations. The Association may, from time to time, establish additional written use guidelines for the Subdivision, and a copy of any such guidelines then in effect shall be made available to any Owner requesting a copy of same from the Association.

7.29 Wells and Lakes.

- a. No water well shall be sunk or drilled on any Lot for any use other than irrigation. Any irrigation wells must be approved in advance by the Architectural Review Committee and must be installed so as not to cause any potential damage to other properties. The Association may sink/drill wells as needed for irrigation purposes.
- b. No owner or resident shall have any right to pump or otherwise remove any water from lakes for the purpose of irrigation or other use, nor to place rocks, stones, trash, garbage, sewer, water discharge from swimming pools or heating or air conditioning systems, waste water (other than surface drainage), rubbish, debris, ashes, or other refuse in any of the lakes or retention area(s), or on any Common Area.

7.30 Golf Carts. All golf carts must be electric powered and are to be registered with the Association and may only be operated on the roadways and Common Areas by persons aged 14 or older. The Board of Directors may adopt rules and regulations prohibiting or limiting the use of golf carts, mopeds, and other similar types of motorized equipment on the roads and Common Areas. Golf carts are required to follow the rules of the road.

7.31 Removal. In the event that any Owner of any Lot fails or refuses to keep such property free from any of the foregoing unsightly items described in this Article, weeds or underbrush, the Association may, at its option, ten (10) days after posting a notice thereon and mailing a notice to said Owner of the Lot to comply with requirements of this paragraph, by regular and certified mail, enter and remove all such unsightly items and growth at said Owner's expense, and Owner shall be personally liable to the Association for the costs of removal, and the costs and other charges outlined below until paid shall be a permanent charge and lien upon such Lot (upon the recording of a Claim of Lien), in addition to the personal liability of the Owner. By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs and all interest, attorneys' fees and costs incurred in collecting the amounts due, as may be imposed against the Owner and Owner's Lot pursuant to this subsection, promptly upon demand by the Association. No such entry as provided herein shall be deemed as a trespass. The provisions of this section shall not apply to Lots upon which houses are under construction.

ARTICLE EIGHT

ADDITIONAL RESTRICTIONS

8.01 Leasing. Homes and Lots may be leased by an Owner for residential purposes only; provided, however, that any such leasing activities shall be subject to the following terms and conditions: (a) any such lease and the rights of any tenants thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and regulations relating to the lease and rental of Lots and Homes and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction; (b) no such lease shall be for less than one hundred eighty (180) days; and (c) all leases must be in writing, with a copy provided to the Association no later than three (3) days after the date of lease commencement. Any Owner who leases his Home or any portion thereof shall be responsible for the acts of his tenants, including, without limitation, the violation of this Declaration and/or any rules and regulations promulgated by the Association hereunder. Notwithstanding the foregoing, this Section shall not apply with respect to any Lot subject to a mortgage which is insured or guaranteed by the Federal Housing Administration or the Veterans Administration, or where the provisions of this Section are otherwise prohibited by law.

8.02 Restrictions on Mortgaging Lots. Nothing contained herein shall be construed to place any restrictions on an Owner's right to mortgage his Lot.

8.03 Regulations. Reasonable regulations concerning the use of the Lots and the Common Area may be made and amended from time to time by the Board of Directors.

8.04 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Common Area or the Lot securing its mortgage.
- (b) Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

ARTICLE NINE

ENFORCEMENT; DURATION; AMENDMENT

9.01 Enforcement. The Association, the Board of Directors, the Architectural Review Committee and/or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration against an Owner or the Association. Failure by the Association, the Board of Directors, the Architectural Review Committee and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Only the Association or, if the Association ceases to operate or exist, a majority of the Owners, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration against

the Golf Course Property and its owner. The owner of the Golf Course Property shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration against an Owner or the Association to the extent the lack of compliance with such provisions has a material adverse effect on the Golf Course Property or its owner.

9.02 Enforcement by Owners. An Owner may file a legal action for the violation of this Declaration (the "Complainant"), provided that the following procedure is strictly followed:

- (a) The Complainant must first give the Association written notice of the alleged violation of this Declaration together with a demand seeking that the Association enforce the terms of this Declaration as against said violator; and
- (b) The Association must fail to cause a cure of the alleged violation or, if the alleged violation has not been cured, fail to commence legal proceedings against said violator for the enforcement of the terms and conditions of this Declaration within one hundred twenty (120) days of the date of the Association's receipt of the notice referenced in subsection (a) hereof.

9.03 Attorneys' Fees. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any Lot or against any Person, unless otherwise expressly provided in this Declaration to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

9.04 Term. This Declaration is to take effect upon recordation and shall be binding upon the Association and all Owners and all persons and entities claiming title under and through them for sixty (60) years after the date this Declaration is recorded in the public records, after which it shall be automatically extended for successive ten (10) year periods unless an instrument in writing, signed by Members holding at least eighty percent (80%) of the voting interests in the Association, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

9.05 No Additional Burden. Except as provided in Article Ten, no amendment of this Declaration shall place an additional burden or restriction or requirement on any Lot where the Owner of such Lot does not join in said amending instrument.

9.06 Amendments. Except as provided in Article Ten, this Declaration may be amended by vote of the Members having sixty percent (60%) of the voting interests in the Association, or by a written instrument signed by the same percentage of Members; provided, however, that unless and until Turnover has occurred no such amendment may be effected without the written consent of Declarant to such amendment, which consent may be withheld by Declarant in Declarant's sole

and absolute discretion. Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or such Owner's Mortgagee.

ARTICLE TEN

RESERVED DECLARANT RIGHTS

10.01 General Reserved Rights. Until Turnover, Declarant reserves unto itself, its successors and assigns:

- (a) A right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs and other related uses over, along, and across the Common Area for all purposes relating in any manner to the subdividing, developing or aiding in the development of the Subdivision or any parts or parts thereof or additions thereto by Declarant or others.
- (b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the Common Area to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.
- (c) The right to maintain, and grant Builders the right to maintain, a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom.
- (d) The right to enter into, terminate, or amend any agreement with the Golf Club establishing a Owner Social Membership Program.

All of the above rights and interests reserved by Declarant may be exercised by Declarant without the consent or concurrence of the Association or any Member.

10.02 Right to Annex Property. Declarant hereby reserves the right, exercisable in its sole and absolute discretion, to (a) make any real property located adjacent to the Subdivision, including without limitation that certain real property described on Exhibit "C" attached hereto (the "Additional Property"), subject to all or any of the terms and conditions of this Declaration, and/or (b) permit owners of Additional Property to become Members of the Association. No assurances can be made as to whether any Additional Property will be annexed. Furthermore, Declarant expressly reserves the right to exercise this right on multiple occasions until such time as all Additional Property has been annexed into the Subdivision and made subject to this Declaration. No assurances can be made with respect to the boundaries of any portions of any Additional Property that might be annexed. Declarant's option to annex any Additional Property

in accordance with this Section shall expire upon Turnover. The Additional Property may be annexed in accordance with this Section by an amendment to this Declaration, which amendment may be made and entered into by Declarant in its sole and absolute authority and discretion without the consent, approval or signature of the Association or any Member. Notwithstanding anything contained in this Section to the contrary, (aa) no Additional Property shall be subject to this Declaration unless and until Declarant executes an amendment to this Declaration affirmatively exercising Declarant's rights hereunder and records such amendment in the office in which this Declaration is recorded, and (bb) in the event Declarant exercises its right to annex any Additional Property in accordance with this Section, Declarant shall also have the sole and exclusive right (i) to alter or amend the terms of Article Seven hereof as those terms pertain to any Lots created out of such Additional Property, (ii) exempt any Lots created out of such Additional Property from any or all of the requirements of Article Seven hereof, and/or (iii) impose additional covenants and obligations on any Lots created out of such Additional Property.

10.03 Amendment of Declaration by Declarant. Until Turnover, Declarant reserves unto itself the right, authority and power to amend this Declaration in any manner Declarant deems necessary and appropriate. Any amendment to this Declaration made in accordance with this Section shall require only the signature of Declarant and shall not require the signature of any other Owner or any Mortgagee of any Owner.

10.04 Turnover. All rights of Declarant hereunder shall automatically terminate upon Turnover, except those rights that Declarant holds as an Owner and not by virtue of being the declarant under this Declaration, which shall continue as long as Declarant is an Owner. Until Turnover, Declarant is exempt from the requirements of Article Six.

ARTICLE ELEVEN **INSURANCE; CASUALTY**

11.01 Insurance on Common Area. The Association shall obtain the insurance coverage necessary to satisfy the requirements, if any, of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Subdivision. Without limiting the foregoing, the Board shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Area, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Area covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board. In addition to the other insurance required by this section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser

amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association. The expense of all insurance coverage obtained by the Association in accordance with this Section shall be an expense of the Association.

11.02 Individual Insurance. The owner of each Home/Lot will, at his own expense, obtain insurance coverage for loss of or damage to his Home, and at his discretion, any furniture, furnishings, personal effects and other personal property belonging to such Owner; and may, at his own expense and option, obtain insurance coverages for personal liability against injury to the person or property of another while within such Owner's Lot, or upon the Common Areas. All such insurance obtained by the Owner shall, wherever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against the Association. Risk of loss or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Common Areas) belonging to or carried on the person of the Owner of each Lot, or which may be stored in any Home, or in, or upon Common Areas, shall be borne by the owner of each such Lot or Home. All furniture, furnishings and personal property constituting a portion of the Common Areas and held for the joint use and benefit of all owners of all Lots, shall be covered by such insurance as shall be maintained in force and effect by the Association. The Owner of Lots shall have no personal liability for any damage caused by the Association. The Owner of a Lot may be liable for injuries or damages resulting from an accident on his own Lot, and may be liable for all accidents occurring within his respective Lot.

11.03 Damage and Destruction – Insured by Association. Not later than ninety (90) days after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within 120 days after the casualty, a proposal not to repair or reconstruct such property is approved by at least fifty percent (50%) of the voting interests of the Members. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred eighty (180) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special Assessment against the Owner of each Lot. Additional Assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess

shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

11.04 Damage and Destruction – Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within ninety (90) days after such damage or destruction or, where repairs cannot be completed within ninety (90) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within ninety (90) days after such damage or destruction.

ARTICLE TWELVE **CLUB DISCLOSURE**

12.01 Private Golf Club. The Golf Course Facilities (including without limitation the golf course, clubhouse, pro shop and driving range) are separate from the Common Areas of the Subdivision and the Community Recreational Facilities. Membership in the Club shall entitle the member to access to and use of the Golf Course Facilities in accordance with the membership category acquired. Ownership of a Lot or membership in the Association does not give any vested right or easement, prescriptive or otherwise, to use the Golf Course Facilities, and does not grant any ownership or membership interest in the Club. The Golf Club may, from time to time, make certain facilities available for public use and access, in such event Owners shall enjoy the same privileges as the public at large.

12.02 Owner Social Membership Program. The Association and the Golf Club may, from time to time enter into an agreement pursuant to which Owners may be granted the right to be a member of the Golf Club and use certain Golf Club Facilities under a community membership program (an “Owner Social Membership Program”). If the Association and the Golf Club enter into such agreement, the costs charged to the Association under such agreement will become expenses of the Association to be paid by Owners as an Assessment (typically as a part of the annual Assessment of each Lot, although the Association reserves the right to bill such charge as a special Assessment). The benefits of membership under any Owner Social Membership Program, the cost to the Association, any minimum spending requirements, the Owners/Lots entitled to the benefit of such program, and other terms of such Owner Social Membership Program will be determined by the agreement entered into by the Association and the Golf Club. Owners cannot “opt out” of any Owner Social Membership Program.

12.03 Golf Club Need Not Be Built; Disclaimers. **GOLF CLUB FACILITIES DO NOT CURRENTLY EXIST AND NEED NOT BE BUILT, AND THE GOLF CLUB HAS NOT COMMENCED OPERATIONS. DECLARANT MAKES NO ASSURANCES, REPRESENTATIONS, OR WARRANTIES AS TO WHETHER ANY GOLF CLUB FACILITIES WILL BE BUILT IN THE FUTURE, WHETHER THE GOLF CLUB WILL OPEN FOR OPERATIONS OR REMAIN OPEN AND IN OPERATION FOR ANY PERIOD OF TIME, WHETHER THE ASSOCIATION AND THE GOLF CLUB WILL OPERATE AN OWNER SOCIAL MEMBERSHIP PROGRAM OR WHETHER SUCH**

PROGRAM WILL CONTINUE FOR ANY PERIOD OF TIME, WHETHER AND TO WHAT EXTENT AND ON WHAT TERMS OWNERS MAY HAVE USE OF THE GOLF COURSE FACILITIES, AND WHETHER THE CLUB WILL BE PRIVATE OR OPEN TO THE PUBLIC.

BY ACCEPTANCE OF TITLE AND OWNERSHIP TO A LOT, EACH OWNER ACKNOWLEDGES, ACCEPTS AND AGREES THAT:

1. THE GOLF CLUB MAY OPERATED WITHIN THE BOUNDARIES OF THE SUBDIVISION, AND THAT THERE WILL BE TRAFFIC ACROSS THE PUBLIC ROADS WITHIN THE SUBDIVISION GOING TO AND FROM THE GOLF CLUB, WHICH THE ASSOCIATION HAS NO ABILITY TO MONITOR OR REGULATE.

2. THE GOLF CLUB WILL BE OWNED AND OPERATED BY A SEPARATE LEGAL ENTITY WHICH MAY OR MAY NOT BE AFFILIATED WITH THE DECLARANT FROM TIME TO TIME. THE OWNER AND MANAGEMENT OF THE GOLF CLUB MAY FROM TIME TO TIME IMPOSE CERTAIN MEMBERSHIP CRITERIA AND RULES AND REGULATIONS, WHICH OWNERS MUST COMPLY WITH IF THEY AVAIL THEMSELVES OF ANY RIGHTS AND PRIVILEGES TO USE THE GOLF CLUB FACILITIES UNDER ANY OWNER SOCIAL MEMBERSHIP PROGRAM.

3. EVEN IF THE ASSOCIATION ENTERS INTO AN OWNER SOCIAL MEMBERSHIP PROGRAM WITH THE GOLF CLUB FOR THE BENEFIT OF OWNERS FROM TIME TO TIME, NEITHER DECLARANT NOR THE ASSOCIATION HAS ANY OWNERSHIP OR CONTROL OVER THE GOLF CLUB, ITS OPERATIONS, AND THE GOLF CLUB FACILITIES, AND THE DECLARANT AND THE ASSOCIATION ARE NOT RESPONSIBLE OR LIABLE THEREFOR.

4. THE GOLF CLUB WILL HAVE THE RIGHT TO SUSPEND OR TERMINATE ANY OWNER'S SOCIAL MEMBERSHIP TO THE GOLF CLUB AND/OR USE RIGHTS TO THE GOLF COURSE FACILITIES IN ACCORDANCE WITH THE GOLF CLUB'S MEMBERSHIP CRITERIA AND RULES AND REGULATIONS, EVEN IF AN OWNER SOCIAL MEMBERSHIP PROGRAM IS THEN IN EFFECT.

ARTICLE THIRTEEN **EASEMENTS OF LONGPINES GOLF CLUB**

There is hereby reserved for the benefit of the Association, Lot Owners, and the Longpines Golf Club the following rights and easements:

13.01 Utility Easements. The right and easement for the installation and maintenance, repair, replacement and use within the Common Areas and those portions of Lots indicated on the Plat of Subdivision for storm water and surface water management, irrigation, monitoring security systems and utility facilities and distribution lines, including without limitation drainage systems, storm sewers and electrical gas, telephone, water, sewer, sprinkler and irrigation systems, and the

right and easement for the drainage and discharge of surface water onto and across Common Areas and Lots, provided that such drainage and discharge do not materially damage or affect the Common Areas or Lots or any improvements from time to time located thereon. This easement right includes the right of the Association and the owner of the Golf Course Property to grant sub-easements and licenses to public and private utility providers. In addition, the Association and the owner of the Golf Course Property shall have the right to establish easements and cross easements for access, drainage, utilities and other purposes which are agreed upon by both entities and deemed mutually necessary (and desirable) for both to fully enjoy and utilize their respective properties in harmony with each other.

13.02 Ingress and Egress. The right and easement on, over and across all of the roads, streets and sidewalks maintained as part of the Common Areas are solely for the benefit of residents of the Subdivision, and their guests and invitees. Persons requiring access to the golf course facility must access ONLY through the public roads of the Subdivision. No use of private roads, if any, is permitted by non-residents. Access will only be permitted during normal business hours of the golf course and restaurant facilities or for special functions at the Club.

13.03 Pedestrian and Golf Cart Paths. The right and easement on, over and across the Common Areas and such portions of the Lots which are within ten (10) feet of any Lot boundary line which is adjacent to the Golf Course Property, for all members of the Club, their guests, and other authorized users of the Golf Course Facilities for the use of pedestrian and golf cart paths located on such portions of the property and serving the golf course. Certain Golf Course Facilities, such as golf cart paths and irrigation systems, may encroach on Lots, and such encroachment will be deemed permitted and not as adverse possession of any Lot so long as such encroachment does not materially and adversely affect Owner's use of such Lot.

13.04 Construction, Maintenance and Repair. The right and easement on, over, through, under and across the Common Areas and such portions of any Lot as reasonably required for the maintenance, construction and repair of the Golf Course Property.

13.05 Entry by Golfers. Each Lot, Home, and any portion of the Common Areas which are adjacent to the Golf Course Property shall be subject to the right and easement on the part of registered golf course players and their caddies to enter upon the outdoor portion of any such Lot or Common Area which is within thirty (30) feet of the Golf Course Property to remove a ball, subject to the official rules of the Club, with such entering not being deemed to be a trespass. Golf course players or their caddies shall not be entitled to enter upon any such Lot or portions of the Common Area with a golf cart or other vehicle, or to spend an unreasonable amount of time on any such Lot or Common Area or in any way commit a nuisance on any such portion of the Subdivision.

ARTICLE FOURTEEN **EMERGENCY VEHICLE ACCESS**

Certain sections of the Subdivision may be gated, and as such, response time of emergency vehicles such as police, fire and ambulance may be longer than that which would be available in other communities within Baldwin County. By acceptance of a deed to any Lot within the Subdivision, each Owner acknowledges the possibility of such event, and releases the Declarant,

the Association and its members, and those companies or government agencies providing emergency service from any and all liability as a result of any such delayed response time to the extent that the same was caused by the inability to pass promptly through the Gates of the Subdivision.

ARTICLE FIFTEEN **MISCELLANEOUS**

15.01 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

15.02 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

15.03 Applicable Law. The laws of the State of Alabama shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Subdivision is located. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including, without limitation, fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

15.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

15.05 Headings. The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

15.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision in accordance with Alabama law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

15.07 Notice. All notices required or desired under this Declaration to be sent to the Association shall be sent certified mail, return receipt requested, by hand delivery or by a recognized overnight courier who maintains verification of delivery, to the Secretary of the Association, at such address as the Association may designate from time to time by notice in

writing to all Owners. Unless otherwise expressly stated in the Bylaws or this Declaration, all notices to any Owner shall be delivered in accordance with Section 10.2 of the Bylaws.

15.08 Conflict Between Documents. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in this Declaration and the HOA Act and/or the Alabama Nonprofit Corporation Law, then the provisions of the HOA Act or the Alabama Nonprofit Corporation Law, as applicable, shall at all times control. If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Certificate of Incorporation, the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of this Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Certificate of Incorporation and the terms and conditions of the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of the Certificate of Incorporation shall control. If there is any conflict or inconsistency between the terms and conditions of the Bylaws and the terms and conditions of any rules and regulations promulgated hereunder, the terms and conditions of the Bylaws shall control.

15.09 Stormwater Operation and Maintenance Plan. The Association and each Owner shall at all times comply with the terms and conditions of the Stormwater Operation and Maintenance Plan set forth on Exhibit "F" attached hereto (the "Stormwater Operation and Maintenance Plan"). In the event of any conflict of terms in this Declaration, the Bylaws, the Articles, and the Stormwater Operation and Maintenance Plan, the terms and conditions of the Stormwater Operation and Maintenance Plan shall control in all respects.

15.10 Surface Water Management System. The Surface Water Management System, which includes associated lakes, drainage retention areas, water management areas, culverts, ditches, structures and related appurtenances (hereinafter the "Surface Water Management System"), which services the Subdivision has also been designed to blend with, compliment and serve the Golf Course Property. In Section 13.01, the Declarant has granted and established, for the benefit of the Subdivision and Golf Course Property, non-exclusive, perpetual, reciprocal easements over those areas of the Subdivision and Golf Course Property to the extent necessary for use and maintenance of the System.

Normal maintenance of that portion of the Surface Water Management System located on the Golf Course Property shall be the responsibility of the owner(s) of the Golf Course Property from time to time, unless those portions of the System located on the Golf Course Property are dedicated to an appropriate agency of local government for such purpose and such agency accepts such portion of the Surface Water Management System for maintenance. Extended maintenance of that portion of the Surface Water Management System which is located on the Golf Course Property and which only serves that property will be the responsibility of the owner of the Golf Course Property. Extended maintenance of that portion of the Surface Water Management System which serves the property which is managed by the Association will be responsibility of the Association. The Homeowner's Association and the owner of the Golf Course Property may enter agreements from time to time to clarify their rights and duties. If the stormwater permits or Stormwater Operation and Maintenance Plans applicable to the Community Property and/or the Golf Course Property are modified in the future, the responsibility for maintenance will be adjusted to conform with the requirements of the permits and/or the Stormwater Operation and Maintenance

Plans, as applicable. If the owner of the Golf Course Property fails to undertake normal maintenance or extended maintenance of the areas which it is responsible for maintaining, in accordance with industry standards and any agreements which may be entered with the Association, Association will have the right to enter the Golf Course Property and perform such maintenances, and owner of Golf Course Property shall be responsible for and hereby agrees to pay any increased costs of extended maintenance and any fees incurred by the Association. Prior to performing any such work on the Golf Course Property, the Association will provide the owner of such property with reasonable notice of the alleged deficiencies in the maintenance work which the Golf Course Property is responsible for, and of the intention of the Association to perform such work and to seek to recover all related costs and fees. Normal and extended maintenance of that portion of the Surface Water Management System located on the Subdivision shall be the responsibility of the Association, and if the Association ceases to operate or exist, by the Owners pro rata in accordance with the percentage of total Lots owned by each Owner, unless those portions of the System located on the Subdivision are dedicated to an appropriate agency of local government for such purpose.

For the purposes of this section, normal maintenance shall be considered to be landscape maintenance services including those performed on a regular basis such as mowing, irrigation and fertilization. Extended maintenance shall be considered to be replacement, repair, or restoration of drainage retention areas or storm water improvements including but not limited to inlet structures, pipes, weirs, spillways and outlet structures.

15.11 Irrigation System.

1. The Common Area shall be served by a landscape irrigation system. As of the execution of this Declaration, the Golf Course and the Association share a common irrigation system. The owner of the Golf Course Property is providing irrigation for these areas and is to continue to do so unless and until the Association develops an acceptable irrigation alternative. The Association will reimburse the owner of the Golf Course Property for the cost (if any) of any irrigation being provided to such areas of the Subdivision, with the procedure for any reimbursement to be mutually agreed upon. As to each of such areas, reimbursement to the owner of the Golf Course Property shall cease once the common irrigation system is no longer utilized for its irrigation. The Association shall be responsible for and shall maintain in good condition and repair the irrigation system serving the Common Areas. The owner of the Golf Course Property shall be responsible for and shall maintain in good condition and repair those portions of the landscape irrigation system located on the Golf Course Property.

2. The Association and the owner(s) of the Golf Course Property shall cooperate as necessary to ensure that appropriate irrigation coverage is provided to both the Common Area and the Golf Course Property.

ARTICLE SIXTEEN **WETLANDS MATTER**

16.01 Wetlands. [ADD USCOE WETLANDS RESTRICTIONS; ATTACH EXHIBIT OF "WETLANDS PROPERTY"; DECLARANT AND/OR GOLF COURSE OWNER HAVE

UNILATERAL RIGHT TO AMEND CCRS IN CONNECTION WITH ANY CHANGE TO WETLANDS PERMITS.]

16.02 [WETLANDS FILL NOT YET COMPLETED – RESERVE RIGHTS TO FILL AND COMPLETE MITIGATION/COMPLIANCE WITH PERMITS]

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DRAFT

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

DECLARANT:

LONGPINES, LLC, an Alabama limited liability company

By: _____

Name: _____

As Its: _____

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned Notary Public, in and for said State and said County, hereby certify that _____, whose name as _____ of Longpines, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily as and for the act of said entity on the day the same bears date.

Given under my hand and official notarial seal this the ____ day of _____, 20__.

{SEAL}

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"
DESCRIPTION OF THE SUBDIVISION PROPERTY

All property within the Longpines Subdivision, Phase 1 as shown on the plat recorded in Instrument #1266835 at Slide 0002446-B & C of the Office of the Judge of Probate of Baldwin County, Alabama.

DRAFT

EXHIBIT "B"
GOLF COURSE PROPERTY DESCRIPTION

EAST GOLF COURSE (167.52 ACRES) DESCRIPTION:

BEGINNING AT THE NORTHEAST CORNER OF COMMON AREA 6, LONGLEAF SUBDIVISION PHASE 1, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDE 2446- B & C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, THENCE RUN ALONG THE SOUTHERN AND EASTERN LINE OF SAID LONGLEAF SUBDIVISION PHASE 1 THE FOLLOWING COURSES: S25°10'03"W, A DISTANCE OF 107.75 FEET; S60°27'37"W, A DISTANCE OF 171.51 FEET; S48°42'07"W, A DISTANCE OF 127.46 FEET; S62°45'05"W, A DISTANCE OF 114.11 FEET; S71°15'03"W, A DISTANCE OF 113.17 FEET; S78°18'14"W, A DISTANCE OF 98.38 FEET; S78°59'56"W, A DISTANCE OF 450.00 FEET; S81°08'48"W, A DISTANCE OF 106.60 FEET; N89°19'23"W, A DISTANCE OF 114.22 FEET; N79°58'56"W, A DISTANCE OF 114.35 FEET; S27°24'32"E, A DISTANCE OF 139.48 FEET; S57°53'19"E, A DISTANCE OF 532.95 FEET; S33°41'36"W, A DISTANCE OF 194.43 FEET; N65°26'42"W, A DISTANCE OF 54.77 FEET; S32°32'29"W, A DISTANCE OF 122.38 FEET; S82°44'41"W, A DISTANCE OF 60.00 FEET; S77°10'09"W, A DISTANCE OF 37.11 FEET; S26°52'39"W, A DISTANCE OF 39.37 FEET; S81°57'22"W, A DISTANCE OF 91.33 FEET; N67°37'21"W, A DISTANCE OF 111.51 FEET; N34°46'16"W, A DISTANCE OF 50.96 FEET; N35°22'05"W, A DISTANCE OF 97.85 FEET; N56°16'03"W, A DISTANCE OF 16.09 FEET; N48°58'00"W, A DISTANCE OF 90.46 FEET; N40°44'19"W, A DISTANCE OF 129.14 FEET; N21°11'36"W, A DISTANCE OF 128.95 FEET; N02°00'17"W, A DISTANCE OF 370.17 FEET; N02°24'58"W, A DISTANCE OF 27.90 FEET; N13°22'27"E, A DISTANCE OF 111.50 FEET; S65°46'42"E, A DISTANCE OF 119.77 FEET; N23°45'11"E, A DISTANCE OF 17.36 FEET; N ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.21 FEET, (CHORD BEARS N20°34'03"W, WITH A CHORD LENGTH OF 35.32 FEET); N65°49'47"W, A DISTANCE OF 35.95 FEET; ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 119.68 FEET, AN ARC LENGTH OF 199.83 FEET, (CHORD BEARS S66°25'41"W, WITH A CHORD LENGTH OF 177.41 FEET); S18°35'14"W, A DISTANCE OF 608.91 FEET; ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1030.00 FEET, AN ARC LENGTH OF 37.65 FEET, (CHORD BEARS S19°48'27"W, WITH A CHORD LENGTH OF 37.65 FEET); ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 41.22 FEET, (CHORD BEARS S24°33'41"E, WITH A CHORD LENGTH OF 36.71 FEET); THENCE RUN S72°24'34"E, DEPARTING THE EASTERN LINE OF LONGLEAF SUBDIVISION PHASE 1, A DISTANCE OF 83.76 FEET; THENCE RUN S69°02'42"E, A DISTANCE OF 42.52 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 13.95 FEET, AN ARC LENGTH OF 13.42 FEET, (CHORD BEARS N79°50'04"E, WITH A CHORD LENGTH OF 12.91 FEET); THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 44.71 FEET, (CHORD BEARS N71°24'27"E, WITH A CHORD LENGTH OF 43.68 FEET); THENCE RUN N66°01'06"E, A DISTANCE OF 147.96 FEET; THENCE RUN S30°23'41"E, A DISTANCE OF 44.86 FEET; THENCE RUN S11°18'22"E, A DISTANCE OF 60.76 FEET; THENCE RUN S11°18'22"E, A DISTANCE OF 39.55 FEET; THENCE RUN S55°06'10"E, A DISTANCE OF 133.47 FEET; THENCE RUN S30°52'43"E, A DISTANCE OF 151.62 FEET; THENCE RUN S84°10'20"W, A DISTANCE OF 295.17 FEET; THENCE RUN N55°30'38"W, A DISTANCE OF 152.33 FEET; THENCE RUN N59°00'23"W, A DISTANCE OF 102.58 FEET; THENCE RUN N71°52'56"W, A DISTANCE OF 100.00 FEET; THENCE RUN N14°56'58"E, A DISTANCE OF 14.33 FEET TO A POINT ON THE EASTERN LINE OF LONGLEAF SUBDIVISION PHASE 1; THENCE RUN ALONG SAID EASTERN LINE THE FOLLOWING COURSES: S58°56'51"W, A DISTANCE OF 79.45 FEET; S61°32'45"E, A DISTANCE OF 175.13 FEET; S51°08'49"E, A DISTANCE OF 103.85 FEET; S48°29'59"E, A DISTANCE OF 106.00 FEET; S45°49'15"E, A DISTANCE OF 104.85 FEET; S63°08'27"E, A DISTANCE OF 187.46 FEET; THENCE RUN N89°21'00"E, DEPARTING THE EASTERN LINE OF LONGLEAF SUBDIVISION PHASE 1, A DISTANCE OF 169.33 FEET; THENCE RUN S74°39'05"E, A DISTANCE OF 86.76 FEET; THENCE RUN N64°15'30"E, A DISTANCE OF 270.00 FEET; THENCE RUN N63°51'42"E, A DISTANCE OF 89.94 FEET; THENCE RUN N58°32'15"E, A DISTANCE OF 100.00 FEET; THENCE RUN N82°34'06"E, A DISTANCE OF 46.44 FEET; THENCE RUN N40°45'52"E, A DISTANCE OF 97.98 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 37.92 FEET, AN ARC LENGTH OF 51.65 FEET, (CHORD BEARS N09°19'07"W, WITH A CHORD LENGTH OF 47.75 FEET); THENCE RUN N53°15'53"W, A DISTANCE OF 132.72 FEET; THENCE RUN N51°06'34"E, A DISTANCE OF 81.29 FEET; THENCE RUN N84°48'27"E, A

DISTANCE OF 86.15 FEET; THENCE RUN S84°45'43"E, A DISTANCE OF 57.84 FEET; THENCE RUN S86°00'19"E, A DISTANCE OF 64.10 FEET; THENCE RUN S31°34'41"E, A DISTANCE OF 63.30 FEET; THENCE RUN S10°22'33"E, A DISTANCE OF 78.38 FEET; THENCE RUN S42°49'16"E, A DISTANCE OF 35.06 FEET; THENCE RUN S02°41'27"W, A DISTANCE OF 110.87 FEET; THENCE RUN S20°32'36"W, A DISTANCE OF 121.23 FEET; THENCE RUN S29°46'28"W, A DISTANCE OF 120.45 FEET; THENCE RUN S17°14'10"W, A DISTANCE OF 131.97 FEET; THENCE RUN S29°15'25"W, A DISTANCE OF 172.42 FEET; THENCE RUN S27°30'29"E, A DISTANCE OF 175.87 FEET; THENCE RUN S41°16'21"W, A DISTANCE OF 291.55 FEET; THENCE RUN S17°45'16"E, A DISTANCE OF 125.99 FEET; THENCE RUN S25°31'24"W, A DISTANCE OF 26.29 FEET; THENCE RUN S25°31'24"W, A DISTANCE OF 160.47 FEET; THENCE RUN S50°54'37"W, A DISTANCE OF 96.01 FEET TO A POINT ON THE EASTERN LINE OF LONGLEAF SUBDIVISION PHASE 1; THENCE RUN ALONG SAID EASTERN LINE THE FOLLOWING COURSES: S23°44'48"W, A DISTANCE OF 80.64 FEET; S22°35'51"E, A DISTANCE OF 101.01 FEET; S18°33'54"E, A DISTANCE OF 96.34 FEET; S00°41'19"E, A DISTANCE OF 90.11 FEET; S13°18'20"W, A DISTANCE OF 126.22 FEET; S35°52'23"W, A DISTANCE OF 87.49 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION; THENCE RUN S54°06'41"E, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 192.41 FEET; THENCE RUN N36°13'58"E, DEPARTING SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 599.25 FEET; THENCE RUN N00°36'38"E, A DISTANCE OF 685.09 FEET; THENCE RUN N17°00'01"E, A DISTANCE OF 191.33 FEET; THENCE RUN N31°08'01"E, A DISTANCE OF 440.78 FEET; THENCE RUN N44°15'04"E, A DISTANCE OF 321.94 FEET; THENCE RUN N63°00'24"E, A DISTANCE OF 326.95 FEET; THENCE RUN N71°59'33"E, A DISTANCE OF 87.37 FEET; THENCE RUN S87°43'06"E, A DISTANCE OF 145.38 FEET; THENCE RUN N75°02'18"E, A DISTANCE OF 317.37 FEET; THENCE RUN N25°42'18"E, A DISTANCE OF 186.96 FEET; THENCE RUN N17°55'37"E, A DISTANCE OF 146.11 FEET; THENCE RUN N73°54'14"E, A DISTANCE OF 133.38 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 52.24 FEET, (CHORD BEARS N43°58'12"E, WITH A CHORD LENGTH OF 49.90 FEET); THENCE RUN N14°02'09"E, A DISTANCE OF 247.08 FEET; THENCE RUN N04°22'00"E, A DISTANCE OF 295.96 FEET; THENCE RUN N07°01'53"E, A DISTANCE OF 246.43 FEET; THENCE RUN N31°34'05"E, A DISTANCE OF 281.34 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 52.92 FEET, (CHORD BEARS N05°07'12"W, WITH A CHORD LENGTH OF 50.48 FEET); THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 64.67 FEET, (CHORD BEARS N01°36'34"E, WITH A CHORD LENGTH OF 60.25 FEET); THENCE RUN N38°39'35"E, A DISTANCE OF 118.26 FEET; THENCE RUN N14°13'00"W, A DISTANCE OF 474.15 FEET; THENCE RUN N20°20'21"W, A DISTANCE OF 416.38 FEET; THENCE RUN N21°31'25"W, A DISTANCE OF 348.95 FEET; THENCE RUN N16°44'19"W, A DISTANCE OF 518.28 FEET; THENCE RUN N00°13'09"W, A DISTANCE OF 62.34 FEET; THENCE RUN N21°48'53"E, A DISTANCE OF 257.73 FEET; THENCE RUN N26°15'23"E, A DISTANCE OF 417.92 FEET; THENCE RUN N03°19'31"E, A DISTANCE OF 192.06 FEET; THENCE RUN N14°19'33"E, A DISTANCE OF 463.19 FEET; THENCE RUN N14°44'16"E, A DISTANCE OF 251.11 FEET; THENCE RUN N43°59'21"W, A DISTANCE OF 58.17 FEET; THENCE RUN N00°19'49"E, A DISTANCE OF 70.78 FEET; THENCE RUN S82°18'20"W, A DISTANCE OF 41.51 FEET; THENCE RUN S57°49'34"W, A DISTANCE OF 70.01 FEET; THENCE RUN S48°52'41"W, A DISTANCE OF 37.03 FEET; THENCE RUN S70°22'07"W, A DISTANCE OF 29.25 FEET; THENCE RUN N67°05'43"W, A DISTANCE OF 59.16 FEET; THENCE RUN N72°16'42"W, A DISTANCE OF 198.01 FEET; THENCE RUN N00°11'03"E, A DISTANCE OF 621.29 FEET; THENCE RUN N31°28'57"W, A DISTANCE OF 256.45 FEET; THENCE RUN N35°53'37"W, A DISTANCE OF 324.37 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 346.42 FEET, AN ARC LENGTH OF 99.35 FEET, (CHORD BEARS S87°41'47"W, WITH A CHORD LENGTH OF 99.01 FEET); THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 97.20 FEET, (CHORD BEARS S70°39'36"W, WITH A CHORD LENGTH OF 96.83 FEET); THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 102.14 FEET, (CHORD BEARS S53°05'21"W, WITH A CHORD LENGTH OF 101.72 FEET); THENCE RUN S45°35'37"E, A DISTANCE OF 220.01 FEET; THENCE RUN S26°29'55"W, A DISTANCE OF 65.93 FEET; THENCE RUN S00°14'08"E, A DISTANCE OF 240.00 FEET; THENCE RUN S05°09'17"W, A DISTANCE OF 120.53 FEET; THENCE RUN S02°47'48"E, A DISTANCE OF 120.12 FEET; THENCE RUN S36°35'29"E, A DISTANCE OF 128.90 FEET; THENCE RUN S82°16'38"E, A DISTANCE OF 135.64 FEET; THENCE RUN S03°23'54"E, A DISTANCE OF 74.41 FEET; THENCE RUN S80°41'45"W, A DISTANCE OF 201.94 FEET; THENCE RUN S01°26'40"E, A DISTANCE OF 190.39 FEET; THENCE RUN S17°55'05"E, A DISTANCE OF 154.04 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 151.11 FEET, AN

ARC LENGTH OF 258.82 FEET, (CHORD BEARS S66°59'15"E, WITH A CHORD LENGTH OF 228.32 FEET); THENCE RUN N63°27'13"E, A DISTANCE OF 188.85 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 273.32 FEET, (CHORD BEARS S64°20'47"E, WITH A CHORD LENGTH OF 237.05 FEET); THENCE RUN S12°08'47"E, A DISTANCE OF 130.51 FEET; THENCE RUN S62°23'58"E, A DISTANCE OF 33.08 FEET; THENCE RUN S07°47'51"E, A DISTANCE OF 88.49 FEET; THENCE RUN S09°48'46"W, A DISTANCE OF 119.08 FEET; THENCE RUN S45°01'43"W, A DISTANCE OF 61.92 FEET; THENCE RUN N77°04'55"W, A DISTANCE OF 71.34 FEET; THENCE RUN N08°26'48"E, A DISTANCE OF 9.02 FEET; THENCE RUN N36°17'32"W, A DISTANCE OF 180.92 FEET; THENCE RUN N41°14'52"W, A DISTANCE OF 104.74 FEET; THENCE RUN S78°23'25"W, A DISTANCE OF 23.84 FEET; THENCE RUN S74°36'36"W, A DISTANCE OF 15.10 FEET; THENCE RUN S74°36'36"W, A DISTANCE OF 142.50 FEET; THENCE RUN S85°53'28"W, A DISTANCE OF 121.44 FEET; THENCE RUN N68°12'53"W, A DISTANCE OF 89.52 FEET; THENCE RUN N13°30'23"W, A DISTANCE OF 101.69 FEET; THENCE RUN N06°19'38"W, A DISTANCE OF 257.80 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 95.80 FEET, (CHORD BEARS N54°03'29"W, WITH A CHORD LENGTH OF 89.42 FEET); THENCE RUN S89°20'58"W, A DISTANCE OF 75.74 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.09 FEET, (CHORD BEARS S44°33'25"W, WITH A CHORD LENGTH OF 35.23 FEET); THENCE RUN S00°14'08"E, A DISTANCE OF 498.96 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 450.00 FEET, AN ARC LENGTH OF 82.24 FEET, (CHORD BEARS S05°00'00"W, WITH A CHORD LENGTH OF 82.13 FEET); THENCE RUN S10°14'08"W, A DISTANCE OF 100.36 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 31.90 FEET, (CHORD BEARS S05°00'46"W, WITH A CHORD LENGTH OF 31.86 FEET); THENCE RUN S00°14'08"E, A DISTANCE OF 498.37 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 55.12 FEET, (CHORD BEARS S06°46'57"W, WITH A CHORD LENGTH OF 54.98 FEET); THENCE RUN N62°02'06"E, A DISTANCE OF 75.05 FEET; THENCE RUN S45°26'16"E, A DISTANCE OF 206.22 FEET; THENCE RUN S06°39'26"W, A DISTANCE OF 258.41 FEET; THENCE RUN S89°07'00"W, A DISTANCE OF 72.90 FEET; THENCE RUN N37°58'02"W, A DISTANCE OF 59.81 FEET; THENCE RUN N60°00'32"W, A DISTANCE OF 154.45 FEET; THENCE RUN S12°49'55"W, A DISTANCE OF 29.58 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 41.72 FEET, (CHORD BEARS S06°58'13"W, WITH A CHORD LENGTH OF 41.62 FEET); THENCE RUN S41°44'38"E, A DISTANCE OF 149.76 FEET; THENCE RUN S49°21'34"E, A DISTANCE OF 359.77 FEET; THENCE RUN S77°39'51"E, A DISTANCE OF 72.32 FEET; THENCE RUN N83°17'31"E, A DISTANCE OF 75.58 FEET; THENCE RUN S17°30'38"E, A DISTANCE OF 736.53 FEET; THENCE RUN S11°41'27"W, A DISTANCE OF 290.72 FEET; THENCE RUN S54°24'04"W, A DISTANCE OF 68.26 FEET; THENCE RUN S10°19'26"W, A DISTANCE OF 82.91 FEET; THENCE RUN S02°10'59"E, A DISTANCE OF 99.66 FEET; THENCE RUN S29°10'30"E, A DISTANCE OF 143.68 FEET; THENCE RUN S68°12'38"E, A DISTANCE OF 93.82 FEET; THENCE RUN S54°43'15"E, A DISTANCE OF 246.78 FEET; THENCE RUN S31°46'00"W, A DISTANCE OF 163.55 FEET; THENCE RUN S12°25'39"W, A DISTANCE OF 170.97 FEET; THENCE RUN S26°41'06"W, A DISTANCE OF 211.29 FEET; THENCE RUN S81°16'10"W, A DISTANCE OF 199.60 FEET; THENCE RUN N23°08'02"W, A DISTANCE OF 407.60 FEET; THENCE RUN N42°31'33"E, A DISTANCE OF 179.20 FEET; THENCE RUN N32°10'49"W, A DISTANCE OF 196.11 FEET; THENCE RUN N21°02'43"W, A DISTANCE OF 97.35 FEET; THENCE RUN N29°59'00"W, A DISTANCE OF 350.56 FEET; THENCE RUN N36°35'34"W, A DISTANCE OF 672.78 FEET; THENCE RUN N13°40'52"E, A DISTANCE OF 278.56 FEET; THENCE RUN N02°11'01"E, A DISTANCE OF 391.38 FEET; THENCE RUN N22°43'36"E, A DISTANCE OF 187.04 FEET; THENCE RUN N13°48'02"E, A DISTANCE OF 17.66 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET, (CHORD BEARS N31°11'58"W, WITH A CHORD LENGTH OF 35.36 FEET); THENCE RUN N76°11'58"W, A DISTANCE OF 30.48 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 275.00 FEET, AN ARC LENGTH OF 68.91 FEET, (CHORD BEARS N83°22'42"W, WITH A CHORD LENGTH OF 68.73 FEET); THENCE RUN S89°26'35"W, A DISTANCE OF 750.97 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.35 FEET, (CHORD BEARS S44°21'23"W, WITH A CHORD LENGTH OF 35.41 FEET); THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 26.56 FEET, (CHORD BEARS S10°52'35"E, WITH A CHORD LENGTH OF 26.42 FEET); THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 761.68 FEET, AN ARC LENGTH OF 93.80 FEET, (CHORD BEARS N84°03'00"E, WITH A CHORD LENGTH

OF 93.74 FEET); THENCE RUN N89°26'35"E, A DISTANCE OF 28.47 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 57.50 FEET, AN ARC LENGTH OF 44.86 FEET, (CHORD BEARS S68°12'25"E, WITH A CHORD LENGTH OF 43.73 FEET); THENCE RUN S45°51'24"E, A DISTANCE OF 34.80 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 327.50 FEET, AN ARC LENGTH OF 72.63 FEET, (CHORD BEARS S39°30'11"E, WITH A CHORD LENGTH OF 72.49 FEET); THENCE RUN S33°08'58"E, A DISTANCE OF 140.12 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 327.50 FEET, AN ARC LENGTH OF 125.95 FEET, (CHORD BEARS S22°07'54"E, WITH A CHORD LENGTH OF 125.18 FEET); THENCE RUN S11°06'50"E, A DISTANCE OF 75.94 FEET; THENCE RUN S12°20'41"E, A DISTANCE OF 171.81 FEET; THENCE RUN S08°14'35"W, A DISTANCE OF 124.15 FEET; THENCE RUN S36°01'41"W, A DISTANCE OF 104.16 FEET; THENCE RUN S16°21'35"W, A DISTANCE OF 71.72 FEET; THENCE RUN N55°10'57"W, A DISTANCE OF 57.74 FEET; THENCE RUN N17°44'20"E, A DISTANCE OF 65.76 FEET; THENCE RUN N23°43'18"W, A DISTANCE OF 44.16 FEET; THENCE RUN N17°40'58"W, A DISTANCE OF 92.94 FEET; THENCE RUN N21°43'44"W, A DISTANCE OF 71.67 FEET; THENCE RUN N34°16'44"W, A DISTANCE OF 61.97 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 167.75 FEET, AN ARC LENGTH OF 101.35 FEET, (CHORD BEARS N43°18'29"W, WITH A CHORD LENGTH OF 99.82 FEET); THENCE RUN N11°02'13"W, A DISTANCE OF 33.71 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 172.50 FEET, AN ARC LENGTH OF 70.32 FEET, (CHORD BEARS N22°42'56"W, WITH A CHORD LENGTH OF 69.84 FEET); THENCE RUN N34°23'39"W, A DISTANCE OF 107.07 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 172.50 FEET, AN ARC LENGTH OF 43.16 FEET, (CHORD BEARS N41°33'45"W, WITH A CHORD LENGTH OF 43.05 FEET); THENCE RUN N48°33'28"W, A DISTANCE OF 140.75 FEET; THENCE RUN S28°47'15"E, A DISTANCE OF 190.17 FEET; THENCE RUN S54°52'05"W, A DISTANCE OF 210.30 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 77.50 FEET, AN ARC LENGTH OF 26.73 FEET, (CHORD BEARS S51°59'45"E, WITH A CHORD LENGTH OF 26.59 FEET); THENCE RUN S42°07'01"E, A DISTANCE OF 118.72 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 42.50 FEET, AN ARC LENGTH OF 8.44 FEET, (CHORD BEARS S47°48'15"E, WITH A CHORD LENGTH OF 8.42 FEET); THENCE RUN S53°29'29"E, A DISTANCE OF 100.85 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 98.21 FEET, AN ARC LENGTH OF 120.71 FEET, (CHORD BEARS S13°40'55"E, WITH A CHORD LENGTH OF 113.26 FEET); THENCE RUN S43°41'19"E, A DISTANCE OF 196.03 FEET; THENCE RUN S26°09'42"W, A DISTANCE OF 287.49 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 300.09 FEET, AN ARC LENGTH OF 165.13 FEET, (CHORD BEARS S40°03'29"E, WITH A CHORD LENGTH OF 163.06 FEET); THENCE RUN S65°10'29"E, A DISTANCE OF 154.98 FEET; THENCE RUN S87°24'18"E, A DISTANCE OF 190.58 FEET; THENCE RUN S11°08'09"E, A DISTANCE OF 112.61 FEET; THENCE RUN S21°19'43"W, A DISTANCE OF 74.75 FEET; THENCE RUN S33°08'44"E, A DISTANCE OF 75.89 FEET; THENCE RUN S24°11'24"E, A DISTANCE OF 461.89 FEET; THENCE RUN S10°07'27"E, A DISTANCE OF 76.04 FEET; THENCE RUN N87°51'48"E, A DISTANCE OF 31.99 FEET; THENCE RUN S37°19'32"E, A DISTANCE OF 142.18 FEET; THENCE RUN S20°43'23"W, A DISTANCE OF 200.02 FEET TO THE POINT OF BEGINNING.

WEST GOLF COURSE (54.17 ACRES) DESCRIPTION:

BEGINNING AT THE NORTHWEST CORNER OF MADISON 225 COMMERCIAL SUBDIVISION, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDE 2320-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, SAID POINT BEING ALSO ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 225; THENCE RUN ALONG SAID EAST RIGHT-OF-WAY THE FOLLOWING COURSES: N26°23'17"E, A DISTANCE OF 274.53 FEET; ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5769.60 FEET, AN ARC LENGTH OF 1482.83 FEET, (CHORD BEARS N19°32'32"E, WITH A CHORD LENGTH OF 1478.75 FEET); N10°25'25"E, A DISTANCE OF 484.40 FEET; THENCE RUN S79°34'35"E, DEPARTING SAID EAST RIGHT-OF-WAY, A DISTANCE OF 89.29 FEET; THENCE RUN S13°46'38"E, A DISTANCE OF 73.64 FEET; THENCE RUN S27°04'14"E, A DISTANCE OF 60.21 FEET; THENCE RUN S55°22'29"E, A DISTANCE OF 158.85 FEET; THENCE RUN N83°59'30"E, A DISTANCE OF 146.67 FEET; THENCE RUN S71°13'43"E, A DISTANCE OF 191.72 FEET; THENCE RUN N27°53'33"E, A DISTANCE OF 269.92 FEET; THENCE RUN N06°47'57"W, A DISTANCE OF 197.23 FEET; THENCE RUN N14°51'34"E, A DISTANCE OF 171.71 FEET; THENCE RUN N83°36'45"W, A DISTANCE OF 32.82 FEET; THENCE RUN S80°21'57"W, A DISTANCE OF 26.81 FEET; THENCE RUN N68°07'08"W, A DISTANCE OF 63.47 FEET; THENCE RUN S44°56'40"W, A

DISTANCE OF 13.80 FEET; THENCE RUN S66°12'08"W, A DISTANCE OF 62.19 FEET; THENCE RUN S51°13'04"W, A DISTANCE OF 52.32 FEET; THENCE RUN S86°44'01"W, A DISTANCE OF 35.45 FEET; THENCE RUN S49°12'23"W, A DISTANCE OF 45.35 FEET; THENCE RUN S80°06'45"W, A DISTANCE OF 56.18 FEET; THENCE RUN S60°00'01"W, A DISTANCE OF 48.13 FEET; THENCE RUN N85°29'43"W, A DISTANCE OF 56.75 FEET; THENCE RUN N10°50'34"E, A DISTANCE OF 176.91 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 81.27 FEET, (CHORD BEARS N26°21'50"E, WITH A CHORD LENGTH OF 80.28 FEET); THENCE RUN N41°53'06"E, A DISTANCE OF 193.46 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 101.08 FEET, (CHORD BEARS N18°43'12"E, WITH A CHORD LENGTH OF 98.35 FEET); THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 40.38 FEET, (CHORD BEARS N41°49'17"E, WITH A CHORD LENGTH OF 36.13 FEET); THENCE RUN N88°05'16"E, A DISTANCE OF 42.49 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 670.00 FEET, AN ARC LENGTH OF 85.88 FEET, (CHORD BEARS S88°14'24"E, WITH A CHORD LENGTH OF 85.82 FEET); THENCE RUN S84°34'05"E, A DISTANCE OF 412.82 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 240.00 FEET, AN ARC LENGTH OF 283.97 FEET, (CHORD BEARS S50°40'18"E, WITH A CHORD LENGTH OF 267.69 FEET); THENCE RUN S65°33'17"W, A DISTANCE OF 226.24 FEET; THENCE RUN S60°22'36"W, A DISTANCE OF 94.86 FEET; THENCE RUN S07°26'15"E, A DISTANCE OF 433.61 FEET; THENCE RUN S74°25'04"E, A DISTANCE OF 209.75 FEET; THENCE RUN N57°51'17"E, A DISTANCE OF 183.44 FEET; THENCE RUN N41°18'17"E, A DISTANCE OF 136.75 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 320.03 FEET, AN ARC LENGTH OF 65.24 FEET, (CHORD BEARS S30°22'18"E, WITH A CHORD LENGTH OF 65.12 FEET); THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 136.50 FEET, AN ARC LENGTH OF 74.35 FEET, (CHORD BEARS S04°59'31"E, WITH A CHORD LENGTH OF 73.43 FEET); THENCE RUN S13°16'16"W, A DISTANCE OF 287.38 FEET TO THE NORTHERNMOST CORNER OF COMMON AREA 7, LONGLEAF SUBDIVISION PHASE 1, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDE 2446- B & C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, THENCE RUN ALONG THE NORTHERN AND WESTERN LINE OF SAID LONGLEAF SUBDIVISION PHASE 1 THE FOLLOWING COURSES: S23°36'22"W, A DISTANCE OF 83.39 FEET; S46°06'06"W, A DISTANCE OF 283.78 FEET; S78°56'32"W, A DISTANCE OF 23.35 FEET; S52°12'35"W, A DISTANCE OF 85.86 FEET; S10°57'14"E, A DISTANCE OF 91.59 FEET; S79°01'33"W, A DISTANCE OF 328.44 FEET; ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 471.34 FEET, AN ARC LENGTH OF 290.23 FEET, (CHORD BEARS N83°19'34"W, WITH A CHORD LENGTH OF 285.66 FEET); N65°42'52"W, A DISTANCE OF 203.98 FEET; ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 179.68 FEET, AN ARC LENGTH OF 61.65 FEET, (CHORD BEARS N75°31'29"W, WITH A CHORD LENGTH OF 61.35 FEET); N04°34'20"E, A DISTANCE OF 129.91 FEET; S83°05'06"W, A DISTANCE OF 28.94 FEET; S40°11'01"W, A DISTANCE OF 33.62 FEET; S79°36'00"W, A DISTANCE OF 77.32 FEET; N71°06'33"W, A DISTANCE OF 29.54 FEET; S60°48'11"W, A DISTANCE OF 21.34 FEET; S60°45'33"W, A DISTANCE OF 61.53 FEET; S36°32'39"W, A DISTANCE OF 28.45 FEET; S06°56'27"E, A DISTANCE OF 66.55 FEET; N64°51'24"W, A DISTANCE OF 26.06 FEET; S60°56'24"W, A DISTANCE OF 18.47 FEET; S32°02'39"E, A DISTANCE OF 22.18 FEET; S61°35'43"E, A DISTANCE OF 91.79 FEET; ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 179.68 FEET, AN ARC LENGTH OF 30.62 FEET, (CHORD BEARS S23°35'12"W, WITH A CHORD LENGTH OF 30.58 FEET); S18°34'51"W, A DISTANCE OF 609.00 FEET; ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 970.00 FEET, AN ARC LENGTH OF 169.08 FEET, (CHORD BEARS S23°35'16"W, WITH A CHORD LENGTH OF 168.86 FEET); S28°33'30"W, A DISTANCE OF 135.55 FEET; ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 110.09 FEET, (CHORD BEARS S10°59'29"W, WITH A CHORD LENGTH OF 108.38 FEET); S37°14'45"W, A DISTANCE OF 178.64 FEET; S37°38'31"E, A DISTANCE OF 93.90 FEET; S64°16'27"E, A DISTANCE OF 91.84 FEET; S51°26'16"E, A DISTANCE OF 88.43 FEET; S48°37'11"E, A DISTANCE OF 88.28 FEET; S45°42'35"E, A DISTANCE OF 88.66 FEET; S42°54'06"E, A DISTANCE OF 88.51 FEET; S40°23'13"E, A DISTANCE OF 88.70 FEET; S38°11'52"E, A DISTANCE OF 89.41 FEET; S38°21'22"E, A DISTANCE OF 89.84 FEET; S38°11'13"E, A DISTANCE OF 90.46 FEET; S31°02'22"E, A DISTANCE OF 64.82 FEET; S40°13'59"E, A DISTANCE OF 50.52 FEET; S18°03'40"E, A DISTANCE OF 327.66 FEET; S22°28'18"E, A DISTANCE OF 450.08 FEET; N67°30'47"E, A DISTANCE OF 139.99 FEET; S22°22'24"E, A DISTANCE OF 62.64 FEET; ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 71.34 FEET, (CHORD BEARS S06°45'12"W, WITH A CHORD LENGTH OF 68.29 FEET); S35°59'26"W, A DISTANCE OF 49.92 FEET; ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF

25.00 FEET, AN ARC LENGTH OF 39.34 FEET, (CHORD BEARS S80°44'39"W, WITH A CHORD LENGTH OF 35.41 FEET) TO A POINT ON THE NORTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION; THENCE RUN N54°06'41"W, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 1204.84 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED MADISON 225 COMMERCIAL SUBDIVISION; THENCE RUN N26°23'46"E, ALONG THE EAST LINE OF SAID MADISON 225 COMMERCIAL SUBDIVISION, A DISTANCE OF 259.40 FEET; THENCE RUN N53°56'13"W, ALONG THE NORTH LINE OF SAID MADISON 225 COMMERCIAL SUBDIVISION, A DISTANCE OF 696.22 FEET TO THE POINT OF BEGINNING.

DRAFT

EXHIBIT “C”
DESCRIPTION OF THE ADDITIONAL PROPERTY

All of that real property shown on the General Plan of Development attached hereto as Exhibit “D,” LESS AND EXCEPT:

- ❖ Phase One; and
- ❖ The Golf Course Property.

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EXHIBIT “D”
MASTER DEVELOPMENT PLAN

(To be attached)

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EXHIBIT “E”
DESIGN GUIDELINES

(To be attached)

DRAFT

EXHIBIT “F”
STORMWATER OPERATION AND MAINTENANCE PLAN

To be attached upon annexation of Phase Two.

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EXHIBIT "G"
WETLANDS CONSERVATION PROPERTY

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