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Adrian T. Johns, Judge of Probate

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WHITEHOUSE CREEK PLANTATION PHASE I

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

These COVENANTS, CONDITIONS AND RESTRICTIONS (the "Covenants") are made as of the 15th day of March, 2007, by CPSI-UCO SPANISH OAKS, LLC, an Alabama limited liability company ("Developer"), and are applicable to a proposed subdivision development to be known as Whitehouse Creek Plantation, Phase I.

A. Developer and its affiliates own outright or have the option to acquire 1,400 acres of land in Baldwin County, Alabama, described in Exhibit "A" attached hereto and made a part hereof, and referred to as the "Overall Property."

B. Developer proposes, but is not obligated, to develop all or part of the Overall Property in phases into a subdivision, including single family residential areas, open spaces, landscaping, recreational facilities, private streets and roadways and other common areas, all to be known as Whitehouse Creek Plantation.

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C. Developer may, but is not obligated to, develop a portion of the Property as a public street or streets and dedicate the same to Baldwin County, Alabama.

D. Developer may, but is not obligated to, develop a portion of the Property for cottage homes, patio homes or town homes, or as a lifestyle community with multiple amenity sites, including but not limited to offices and commercial retail uses.

E. Developer desires to provide a flexible and reasonable procedure for the development of the Overall Property in multiple phases and to establish a method for the administration, maintenance, preservation, use and enjoyment of such portion of the Property that may be made subject to these Restrictions.

F. Developer is developing a portion of the Overall Property to be known as: Whitehouse Creek Plantation, Phase I, composed of 47 Lots on 42.99 acres, for Dwellings of at least 2,400 square feet, described in Exhibit "B" attached hereto and made a part hereof, as more particularly described on the recorded Plat.

G. Developer has caused to be formed a property owners association to be known as Whitehouse Creek Plantation Owners Association, Inc. (the "Association"), which Association will be conveyed a fee or leasehold interest in certain common areas.

NOW, THEREFORE, subject to the conditions and limitations described below, Developer does hereby proclaim that the Property shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to these Covenants, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in the Property and any of the Additional Property (but only to the extent Developer submits any portion of the Additional Property to the provisions of these Covenants), and to their respective heirs, executors, administrators, personal representatives, successors and assigns.

ARTICLE 1: DEFINITIONS

Unless the context expressly requires otherwise, the following terms will have the following meanings wherever used in this Declaration:

1.1 "Approved Architect" means an architect registered in the State of Alabama to practice architecture and approved by the Association to perform architectural services in connection with the construction of Dwellings and/or other buildings within Whitehouse Creek Plantation, as provided for in Section 4.1. The approval of an architect may only extend to certain types of buildings. The list of Approved Architects shall be available from the Association and may be changed from time to time by the Association.

1.2 "Approved Builder" means a contractor licensed in the State of Alabama as a contractor and also approved by the Association to build Dwellings and/or other buildings within Whitehouse Creek Plantation, Phase I, as provided for in Section 4.1, below. The approval of a builder may only

extend to certain types of buildings. The list of Approved Builders shall be available from the Association and may be changed from time to time by the Association.

1.3 "Articles" means the Articles of Incorporation of the Association, as amended from time to time.

1.4 "Assessments" means any sum of money payable to the Association which if unpaid can result in a lien against an Owner's Lot, including, without limitation, the General Assessments and Specific Assessments provided for in Article 7 of this Declaration.

1.5 "Association" means the Whitehouse Creek Plantation Property Owners Association, Inc., a Alabama nonprofit corporation not for profit, organized under the Alabama Nonprofit Corporation Act, *Code of Alabama* (1975), as amended, Sections 10-3A-1, et seq.

1.6 "Block or Blocks" means each numbered Block of Lots as established on the subdivision plat.

1.7 "Board" or "Board of Directors" means the Board of Directors of the Association.

1.8 "Bylaws" means the Bylaws of the Association, as amended from time to time.

1.9 "Certificate of Completion" means the certificate issued by the Committee as required by Section 3.6.13, confirming that the subject Improvements have been completed in accordance with the requirements of this Declaration.

1.10 "Committee" means, once established, the Architectural Control Committee established pursuant to this Declaration and the Articles and Bylaws and, prior to the establishment of the Committee, the Town Architect.

1.11 "Common Areas" means the areas of the Property which are from time to time owned by the Association or upon which the Association has easement or use rights, together with all other real and personal property owned or leased by the Association from time to time for the common use, benefit, and enjoyment of all or several of the Owners. Nothing in this Declaration is intended as a dedication of any portion of the Common Areas to the Public.

1.12 "Declaration" means this Declaration, as amended from time to time.

1.13 "Dwelling" means a residential structure constructed on a Residential Lot. Easement Areas mean those areas designated as easement areas on the Plat together with any additional easement areas in which easement rights may be granted to the Association for the benefit of Owners from time to time.

1.14 "Improvement" means any building, structure, landscaping or other item not naturally existing on a Lot, whether temporary or permanent, including, by way of example only and not as a limitation, all satellite dishes, television and other antennas; statuary, fountains, flags, flagpoles or

other ornamentation; clothes lines; children's playhouses; outbuildings; walkways; piping; garages; swimming pools, spas, basketball backboards or other recreational facilities; carports; driveways; parking areas; refuse and trash containers; fencing; walls, stairways; decks; landscaping, hedges, trees, shrubs, planting and other vegetation; poles; for sale, for rent and other signs (including, without limitation, signs in windows or elsewhere visible from the Common Area); water softening, air conditioning and heating and other equipment; and paint and all other coloring or texturing device or covering on all surfaces. Improvement does not include any improvements and decorations within a Dwelling or other building not visible from the Common Areas.

1.15 "Lot" means a numbered, platted lot or parcel as established by the Plat.

1.16 "Members" mean the Owners as more particularly described in Article 5 of this Declaration.

1.17 "Mortgage" means any valid instrument transferring any interest in or creating a lien on real property in favor of a related third party as security for the repayment of indebtedness. First Mortgage means a valid Mortgage having priority over all other Mortgages on the same property.

1.18 "Owner" means the owner of a Residential Lot.

1.19 "Parcel" means each area, if any, designated as a "Parcel" on the Plat.

1.20 "Person" means any natural person or artificial entity having legal capacity.

1.21 "Plat" means the Plat of the Property recorded December 11, 2006 on Slides 2308-A, 2308-B, 2308-C, 2308-D, 2308-E, and 2308-F in the Office of the Judge of Probate of Baldwin County, Alabama, together with any Plat of additional property added to the Property as provided for in Section 2.2, as amended or modified from time to time.

1.22 "Public Records" means the Public Land Records of Baldwin County, Alabama.

1.23 "Residential Lot" means each Lot designated in the Plat for use for single-family homes, but does not include any Common Area owned by the Association.

1.24 "Residential Owner" means any person who from time to time holds record fee simple title to any Residential Lot. If more than one person holds such title, all such persons are Owners, jointly and severally.

1.25 "Rules and Regulations" means the Rules and Regulations of the Association as provided for in Section 3.12. The Rules and Regulations may be amended from time to time as provided for in Section 3.12.

1.26 "Town Architect" means the architect or architectural firm designated by the Developer to act as the Committee prior to the election of the Committee. All references herein to the Committee shall refer to the Town Architect until the Committee is established.

1.27 “Turnover” means the termination of the Developer’s Class B Membership as provided for in Section 5.4 of this Declaration.

ARTICLE 2: PROPERTY SUBJECT TO THIS DECLARATION

2.1 Property. The Property shall be held, transferred, sold, mortgaged, leased, conveyed, and occupied subject to this Declaration. The Developer is the developer and fee simple owner of a tract of land known as Whitehouse Creek Plantation Subdivision, Phase I, which tract of land is more particularly described in Exhibit “B” attached hereto and incorporated herein by reference. The Developer desires to subject the land and improvements to these covenants, conditions, restrictions and easements for the protection and benefit of Developer and the owners of lots therein. The covenants and restrictions of this Declaration are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of Lots subsequently executed, and shall be binding upon, and enforceable against, all parties and all Persons claiming under such deeds and conveyances unless terminated pursuant to Section 9.5 or applicable law.

2.2 Additions to Property. Whitehouse Creek Plantation may be developed in two (2) or more phases and to that end Developer may, from time to time, but is not obligated to, add all or any portions of the Overall Property to the Property subject to this Declaration. The Developer hereby reserves the right, exercisable from time to time without notice to or the consent of any other party to subject other real property included in the Overall Property to the covenants and restrictions set forth herein and to extend this Declaration to other property to be developed as part of Whitehouse Creek Plantation, and thereby to bring such additional property within the jurisdiction of the Association and to subject such additional property to the Assessments provided for in this Declaration. Additions to the Property shall be made by filing in the Public Land Records one (1) or more Supplemental Declarations with respect to the additional property to be then subjected to this Declaration. Each Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained herein as may be necessary to reflect the different character, if any, of the added property; provided, however, any such Supplemental Declaration shall not revoke or otherwise amend the provisions of this Declaration as this Declaration pertains to the Property then subject to this Declaration, except in accordance with the amendment procedures of this Declaration.

2.3 Additions to Common Areas. The Developer shall have the right, in its sole discretion, to lease or to convey title to any property owned from time to time by Developer, or any easement or interest therein, to the Association as a part of the Common Areas, and any such lease or conveyance shall be effective upon recording the deed or instrument of conveyance or memorandum of lease or assignment thereof, as applicable, in the Public Land Records. Any other Person may also lease or convey title to any property owned by such Person, or any interest therein, to the Association as a portion of the Common Areas; providing that the Association, through the Board, shall have expressly accepted such conveyance by executing the deed or lease or other instruments of conveyance or by recording a written acceptance of such conveyance or lease in the Public Land Records.

2.4 Changes in the Overall Property. The Developer hereby reserves the right, exercisable from time to time without notice to or the consent of any other party, to add additional property to or

remove property from the Overall Property. The additions or deletions authorized above shall be made by filing in the Public Land Records a Declaration of Addition to or Deletion from Overall Property for Whitehouse Creek Plantation, referencing this Declaration and describing the property to be added to or deleted from the Overall Property. The property which is added to the Overall Property may be subsequently removed and property that is removed from the Overall Property may be subsequently re-added. Property added to the Overall Property shall be deemed part of the Overall Property for all purposes of this Declaration and Property removed from the Overall Property shall not be considered as a portion of the Overall Property for any purpose of this Declaration. Developer is not obligated to develop any portion of the Annexable Area as part of Whitehouse Creek Plantation. Neither the Association nor any Owner nor other Person claiming under this Declaration shall have any right to or interest in the Overall Property prior to it becoming part of the Property.

2.5 Merger. Upon a merger or consolidation of the Association with another owners' association (or similar organization) as may be provided in the Bylaws, the Association's properties, rights and obligations may be transferred to another surviving or consolidated owners' association, or alternatively, the Association may constitute the surviving association pursuant to a merger. The surviving or consolidated owners' association may administer the covenants and restrictions established by this Declaration together with the covenants and restrictions established upon any other properties as one (1) scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration within the presently existing Property, except in accordance with the amendment procedures of this Declaration.

ARTICLE 3: EASEMENTS, RIGHTS AND REGULATIONS

3.1 Rights and Easements are Appurtenances. Except as otherwise expressly provided herein, rights and easements granted herein constitute rights and easements which are appurtenant to fee simple ownership of the Lots from time to time; provided that the Association, acting as agent for the Owners under an irrevocable agency coupled with an interest, who are in turn the beneficiaries of all the covenants and restrictions herein contained, is vested with the right on its own behalf and on behalf of all Owners and parties interested in the Property to Enforce all the covenants and restrictions of this Declaration.

3.2 Certain Easements.

3.2.1 All easement areas shown on the Plat are non-exclusive easement grants. Developer reserves, both for itself and the Association, the right to grant additional non-exclusive easements over, under, across and through such areas, provided that such additional easement grants do not materially interfere with the activities for which such areas were established.

3.2.2 The Developer hereby reserves unto itself and grants to the Association, subject to the terms and conditions of this Declaration, a non-exclusive easement burdening the areas of the Property designated on the Plat as "Buffer Easement" areas. Such reservation and grant is for the purpose of preserving existing vegetation and constructing, reconstructing, maintaining and operating such landscaping, irrigation, signage, fences, walls and other structures, improvements, and facilities as

the Association deems appropriate to provide sound and visual buffering and screening of the Property from contiguous areas and streets. The Association shall be responsible for the maintenance, repair and replacement of the structures, improvements, facilities and landscaping constructed or installed by the Developer or the Association within the Buffer Easement areas. No Owner shall alter, or otherwise interfere with the structures, improvements, facilities and landscaping installed in the Buffer Easement areas or place or allow to be placed any Improvement in any Buffer Easement area without the prior written consent of the Association and the Committee.

3.2.3 Easements over, under, and through each Lot are expressly reserved to the Developer and granted to the Association, their agents, contractors, representatives and employees for the purposes of making any repairs and performing any maintenance or other activities provided for or required by this Declaration, regardless of whether such repairs, maintenance or activities directly benefit the Lot upon which they are performed or over which access is required. Any material damage to a Lot caused as a result of such access shall be repaired by the Association.

3.3 Owner's Right to Use Common Areas. Developer grants to every Owner, subject to provisions of this Declaration and the Rules and Regulations, the right and easement to use the Common Areas for their normal and intended purposes, as designated by the Association from time to time. The Association shall, consistent with this Declaration, have the right to alter, change, improve, add to or eliminate portions of the Common Areas.

3.4 Title to Common Properties. The Developer may retain the legal title to the areas of the Property to become Common Areas until such time as it has completed any contemplated improvements thereon, and, in the opinion of the Developer, the Association is able to maintain such areas.

3.5 Limitations to Easement Rights. The rights and easements created herein for the benefit of the Owners, shall be subject to the following:

3.5.1 The right of the Association to limit the use of the Common Areas to Owners, to members of an Owner's family residing with the Owner, to social guests of the Owners, and to tenants of the Owner and their family residing with them and social guests.

3.5.2 The right of the Association to suspend any Owner's right to use any Recreational Common Areas for any period during which any Assessment against the Owner's Lot remains unpaid, or for a period continuing to not later than the sixtieth (60th) day after determination of any violation of the Rules and Regulations or any of the Covenants and Restrictions of this Declaration.

3.5.3 The right of the Developer or the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility organized for a purpose consistent with the intent of this Declaration; provided that no such dedication or transfer shall be effective by the Association unless it shall have first been approved by the Owners entitled to at least a majority of the total votes of the Association. Notwithstanding the foregoing, the Board of Directors of the Association shall have the right, without notice to or the approval of or any vote by the Owners, to

grant easements for the installation and maintenance of electrical, telephone, natural gas, cable television, water, irrigation, sewer and other utility facilities upon, over, under and across the Common Areas.

3.5.4 The right of the Developer or the Association to assign, by document recorded in the Public Land Records, to Owners of one (1) or more specific Lot(s), the sole and exclusive use of specified portions of the Common Areas. Upon such assignment, the exclusive use of such portions of the Common Areas shall be appurtenant to such specific Lot(s) and no Owner shall be permitted to reassign such use to the Owner of a different Lot, without the prior written consent of the Association. Any such assignment shall be subject to such conditions as the Developer or the Association may impose. No Owner shall have the right to use or to enter upon any portion of the Common Areas which as been so assigned by the Association to another Owner or Owners.

3.6 General Restrictions. The following restrictive covenants are hereby imposed upon the Property as covenants running with the land.

3.6.1 No Lot or any Improvement thereon shall be used for any purpose in violation of the Plat, Declaration, Subdivision Regulations or Design Manual.

3.6.2 No activity deemed by the Association to constitute a noxious, offensive or hazardous activity shall be permitted by any Owner on any Lot or Common Area, nor shall anything be done thereon which in the opinion of the Association constitutes an annoyance, nuisance or safety hazard to individual Owners or to the community in general. No Owner shall permit or allow anything to be done or kept in any Dwelling, on any Lot, or within the Common Areas, which would be a violation of any law, regulation, or other governmental restriction or requirement.

3.6.3 No accumulation of debris, rubble, piles of dirt, or fill or other unsightly material shall be allowed to accumulate or be deposited in any area of the Property. Trash, garbage or other waste shall be kept in closed sanitary containers or as otherwise required by the Association. All equipment for the storage or disposal of such waste shall (i) be of a type approved by the Committee, (ii) be kept in a clean and sanitary condition, and (iii) be kept in a location approved by the Committee.

3.6.4 No automobiles, trailers or any kind, boats, or RV's shall be parked or stored on any lot unless stored in an approved structure approved by the Committee and meets all restrictions and design manual requirements. On-street parking by the property owner or the property owner's guest, shall not be longer than 48 hours. No parking on front lawns will be allowed. No repairs to automobiles, trailers, boats or other such mechanic equipment will be allowed in the front part of any lot. Such repairs shall be shielded from the view of persons passing by on the street.

3.6.5 Each dwelling shall have a garage or carport and shall be located to the rear of the lot. When possible, garages shaped as an "L" where the garage door is not seen from the front property line may be allowed on a case-by-case basis. Garage doors or carport entries shall not be visible from the street or front of the lot.

3.6.6 Fences shall comply with the Design Manual and be submitted to the Committee for approval.

3.6.7 If permitted by zoning and other applicable governmental restrictions and requirements, not more than one room in a Dwelling may be used as a home office in connection with the operation of a business, however, no employees of such business (other than family members) may work in a Dwelling and no clients or customers shall be seen or allowed in any Dwelling in connection with such business.

3.6.8 Once a Lot has been sold by the Developer, the same shall be maintained in good appearance. During construction, each Lot shall be kept in a neat and orderly condition with construction debris and trash being neatly stacked or confined in containers or trash enclosures. The Association may require a reasonable deposit be paid to be held during the period of any construction as security to assure compliance with the terms of the Declaration.

3.6.9 Damage to roads, sidewalks, etc. by the contractor, builder or owner shall be repaired, replaced by the contractor, builder or owner as directed by the Town Architect. Quality and workmanship of the repairs or replacement must be equal to or better than the original work and shall be subject to approval by the Town Architect.

3.6.10 Nothing shall be placed on, altered in, constructed on or removed from the Common Areas, except with the prior written consent of the Association.

3.6.11 All utility lines and lead-in wires, including but not limited to, cable television lines, electrical lines and telephone lines, located within the confines of any Lot or within any Easement Areas, shall be located underground.

3.6.12 No time-share ownership of any Dwelling shall be permitted. Time-share ownership shall include any method of ownership where the right of use, possession or occupancy is divided into time units or points and sold, leased or licensed to various individuals. Time-share ownership shall generally not include ownership by a group of individuals as tenants-in-common.

3.6.13 No changes in the elevation of the land shall be made on any Lot without the consent of the Committee. No Lot or group of Lots shall be re-subdivided, except that, with the prior consent of the Committee, in its sole discretion, two (2) or more Lots or one (1) Lot and a partial Lot may be joined together to serve as one building site.

3.6.14 Any structure on any Lot which is damaged or destroyed in whole or in part must be rebuilt in accordance with the requirements of the Declaration or completely removed within one (1) year from the date of damage or destruction. Section 4.2.6 of this Declaration shall also apply to any such rebuilding and the time periods thereof shall be deemed to run from the date of the damage or destruction. All debris must be removed and the Lot restored to a sightly condition within sixty (60) days after such damage or destruction.

3.6.15 No Improvements upon any Lot shall be used or occupied until a Certificate of Completion has been obtained from the Committee. The Committee shall issue a Certification of Completion or a written statement as to why it cannot be issued as to any Improvement within ten (10) days of a request therefor from the Owner or Approved Builder of such Improvements. Certificates required by local governments must be obtained by the Owner or Approved Builder. However, acceptance of local governments and the issue of certificates by these local governments do not indicate or imply acceptance by the Committee.

3.7 Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration will be construed or applied to prevent the Developer or, with Developer's written consent, any Approved Builder from doing or performing on all or any part of the Property owned or controlled by the Developer, or being constructed upon by such Approved Builder, whatever Developer determines to be reasonably necessary or convenient to complete the development of Whitehouse Creek Plantation, the sale of the Lots and the construction of buildings, including without limitation:

3.7.1 Erecting, constructing, and maintaining such structures and other improvements as Developer may deem to be necessary or convenient for the completion of the development of Whitehouse Creek Plantation, the sale of the Lots, construction of buildings on all of the Lots, and the establishment of the Property as a residential subdivision; including the construction and maintenance of construction and sales offices in permanent or temporary structures, model homes and model centers, and inventory homes to be used in the sales program; and

3.7.2 Maintaining any signs, billboards, flags, and placards as Developer may determine to be necessary or convenient in connection with the sale, lease, or other transfer of the Lots.

3.8 Access by Association. The agent or representatives of the Association shall have the right of entry onto each Lot to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration, or to investigate compliance with or enforce the provisions of this Declaration and the Rules and Regulations. Such right of entry must be exercised in a peaceful and reasonable manner and at reasonable times, and the entry may be only upon reasonable notice whenever circumstances permit. Notwithstanding the foregoing, entry into any enclosed non-public area of any completed structure upon any Lot may not be made without the consent of its Owner or occupant, except pursuant to court order or other authority conferred by law.

3.9 Maintenance. Except as specifically provided herein to the contrary, each Owner shall be responsible for the maintenance, repair and replacement of all Improvements on their Lot(s) in a first-class condition. The surface of the Easement Areas, if any, within each Lot shall be maintained by the Owner of the Lot (subject to the rights of the Association hereunder), and the facilities within the Easement Areas shall be maintained by the Association or the public authority or utility company responsible for such facilities. Any area or Improvement located within or on a Lot and not specifically required by this Declaration to be maintained, repaired or replaced by the Association shall be maintained, repaired or replaced by the Owner of the applicable Lot.

3.10 Storm Water Facilities. Without limiting the generality of the foregoing Section 3.9, the Owner of each Lot shall maintain in good and operational condition and repair the areas of the

Owner's Lot constructed or approved for use for storm water management, retention, storage, or treatment. No such area shall be altered and no Improvements shall be placed or allowed to be placed or to remain in such areas without the prior written consent of the Committee.

3.11 Association's Performance of Owner's Duties. If an Owner of any Lot shall fail to comply with any of its obligations under this Declaration and such failure continues for ten (10) days after written notice of such failure from the Association, the Association, after approval of a majority of the Board, shall have the right, through its agents, employees or contractors, to enter upon said Lot and to perform such acts and pay such amounts necessary to fulfill such obligations and bring the Lot and Owner into compliance with this Declaration and all costs and expenses incurred in connection therewith shall be a Specific Assessment against such Lot.

3.12 Rules and Regulations. The Board may, from time to time, without the vote or consent of the Owners, adopt new Rules and Regulations or amend the existing Rules and Regulations governing the operation, use, enjoyment, maintenance, management and control of the Common Areas and facilities incident thereto and the conduct of the Owners and their family, guests and tenants on the Common Areas and on their Lots (outside of the buildings thereon) and the operation of Whitehouse Creek Plantation generally. Copies of the Rules and Regulations shall be furnished to each Owner at least ten (10) days in advance of the time such Rules and Regulations become effective. The Association shall have available copies of the most current Rules and Regulations and provide them to each Owner upon request. The Association shall have the right to charge a reasonable fee for additional copies of the Rules and Regulations requested by any Owner to offset production costs.

3.13 Propane Gas Tanks. No underground or above ground propane gas tanks shall be allowed with the exception of small propane tanks used for grilling.

3.14 Responsibility for Maintenance of Detention Facilities, Drainage Structures and Drainage Systems. Detention facilities and other drainage structures and systems are to be built in conjunction with storm sewer installation and grading. Developer is responsible for maintenance of all water detention facilities, drainage structures and drainage systems located in, under or upon the Property until such time as applicable escrows are released. Upon release of escrows, that maintenance responsibility shall be assumed by the Association. No detention pond, drainage structure or drainage system is or will become the maintenance responsibility of Baldwin County.

ARTICLE 4: ARCHITECTURAL AND CONSTRUCTION RESTRICTIONS

4.1 Approved Architects and Builders. Dwellings, buildings and other structures on all Lots within Whitehouse Creek Plantation shall be designed by an Approved Architect and built by an Approved Builder. On the request of an Owner, the Association shall provide the Owner with a list of Approved Architects and Approved Builders as well as application forms for architects and builders to apply for approval from the Association. The Association shall have the option to charge all or any architects and builders a reasonable non-refundable application fee for the processing of any application for approval to be an Approved Architect or an Approved Builder within Whitehouse Creek Plantation. Developer's or the Association's approval of an architect as an Approved Architect

or of a builder as an Approved Builder shall only mean that such Person is entitled to act as an architect or builder within Whitehouse Creek Plantation and shall not constitute any representation or implication as to such Person's abilities or skills.

4.2 Architectural and Construction Restrictions. The following general restrictions shall apply to each and every Lot now or hereafter located within the Property.

4.2.1 All Improvements on all Lots shall comply with the Subdivision Regulations in effect at the time such Improvements were approved by the Committee. The Committee may limit the time of the effectiveness of any approval. Upon the expiration of the effectiveness of the approval, the proposed Improvement must be resubmitted for approval under the then current Subdivision Regulations.

4.2.2 One or more entire Residential Lots may, with the consent of the Association, be combined with portions of additional Lot(s), but no Dwelling may be constructed on less than one (1) entire Residential Lot. No Lot shall be divided or re-subdivided unless both portions of said Lot will be used to increase the size of the adjacent Lots as platted. Re- subdivision of a Lot shall not affect the obligation of the Owner of the subdivided Lot to pay pro-rata Assessments so that the total revenues collected are that which would have been collected had there been no re-subdivision.

4.2.3 Unless approved by the Committee, garages or carports may not be converted into living space, nor shall the garage or carport be modified so as to prevent its use for the number of standard size vehicles for which it was originally designed and approved by the Committee.

4.2.4 No dwelling smaller than 2,400 square feet of living area may be constructed on any lot. The calculated square footage shall be made from outside to outside of frame walls. Garages and carports are excluded from the required minimum square footage.

4.2.5 It is the Developer's intent that in the development of Whitehouse Creek Plantation, the existing trees on the Property be preserved to the fullest extent possible. In furtherance of that intent, each Owner in connection with the development of its Lot shall be required to preserve existing trees to the fullest extent practicable. In connection with the construction of any building, the Owner shall submit to the Committee a tree management and preservation plan which shall indicate all trees located on the Lot, which tree shall be removed, and which tree shall be preserved. Upon the Committee's approval of such plan, the Owner shall strictly comply with the plan and take all necessary steps to ensure the preservation of all trees designated on such plan for preservation, including following any guidelines established by the Subdivision Regulations.

4.2.6 In accepting a deed to a Residential Lot, (1) the Owner agrees to commence construction of a Dwelling upon the Residential Lot within two (2) years from the date of the closing of the sale of such Lot (the "Closing"), and (2) the Owner agrees to complete construction of all required Improvements upon the Lot in accordance with the Subdivision Regulations within two (2) years from commencement thereof. Such construction will be deemed commenced only when all of the following have occurred: (i) the Committee has approved the Owners' plans and specifications for such construction; (ii) a valid building permit has been issued; (iii) a bona fide construction mortgage

from an institutional lender shall have been recorded in the Public Land Records; or (iv) in lieu of (iii), the completion of the Dwelling's foundation. Such construction will be deemed completed only when all of the following have occurred: (i) the construction has been completed in accordance with the plans and specifications approved by the Committee so that the constructed improvements are useable for their intended purpose as evidenced by the issuance of a Certification of Completion from the Committee; and (ii) a Certificate of Occupancy has been issued by a duly authorized official for all constructed living areas. If such construction is not commenced within two (2) years from the date of the Closing or if such construction is not completed within two (2) years from the date of its commencement, then the Developer may elect, by written notice, to repurchase such Lot and any improvements constructed thereon for a price in the amount of the original purchase price plus the direct cost of any improvements constructed on the Lot reasonably substantiated by Owner, subject to proration for real estate taxes (assuming the maximum possible discount). Developer's rights to repurchase the Lot shall terminate upon written notice delivered to Developer after the First Anniversary Date and Developer's failure to exercise its rights within thirty (30) business days after Developer's receipt of such notice. The notice exercising the right to repurchase the Lot will be deemed given when mailed to the address then shown in the Baldwin County tax rolls for the Owner of the Lot with sufficient postage affixed. Upon closing, the Owner will convey title to the Lot to or at the direction of the Developer by a special warranty deed, free and clear of all liens and encumbrances arising by, through or under the Owner. At closing, Developer may obtain, at the Owner's cost, a title insurance policy insuring fee simple title to the Lot, free and clear of all liens and encumbrances arising by, through, or under the Owner. The Owner shall pay all costs reasonably required to cure any and all title defects arising by, through, or under the Owner. The Owner shall pay for the documentary stamp tax on the deed, for the title insurance policy and the cost of recording the deed. All costs necessary to satisfy Owner's obligations set out above may be paid by Developer and subtracted from the repurchase price. Developer may, in its sole discretion, grant extensions to the time periods set out above. Developer may, in addition to its repurchase right set out above, assess a fine of \$1,000.00 per month or part thereof for a failure to meet the commencement and completion deadlines set out above. The fine is due upon demand and may be collected by the Association as a Specific Assessment. The rights of Developer under this Section shall, upon Turnover, be transferred to the Association, but shall at no time apply to Lots owned by Developer.

4.3 Approval of Plans and Architectural Control Committee.

4.3.1 No Improvement, regardless of size or purpose, whether attached to or detached from a main Dwelling or other building, whether temporary or permanent, shall be commenced, placed, erected, or allowed to remain on any Lot, nor shall any modification, addition to, or exterior change or alteration thereto be made, unless and until a request therefor has been submitted to and approved in writing by the Committee in the manner provided for by the Subdivision Regulations and Design Manual. The applicant for such approval shall, together with the request therefor, submit such plans, specifications, drawings, information and materials as the Committee may request from time to time in order to make an informed decision (collectively, the "plans and specifications"), which shall include, without limitation, the materials required by the Subdivision Regulations.

4.3.2 In reviewing the plans and specifications and other submitted materials, the Committee may take into consideration such factors as it deems appropriate, including, without

limitation, the consistency of the proposed Improvements with the Subdivision Regulations, the suitability and desirability of the proposed Improvements and of the materials of which the same are proposed to be built, the Lot upon which they are proposed to be installed, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood, and the effect and appearance of such construction as viewed from neighboring Lots and Common Areas.

4.3.3 The Committee shall have thirty (30) days from submittal of a full and complete package within which to approve or reject the plans and specifications. The Committee shall have the absolute and exclusive right to refuse to approve any such plans and specifications which are not fully consistent with the Subdivision Regulations, Design Manual, or which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons relating to future development within Whitehouse Creek Plantation. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the Owner in writing to the applicant's address indicated on the submittal stating with reasonable detail the reason(s) for disapproval and the Committee's recommendations to obtain Committee approval. In the event that the applicant makes all the changes requested by the Committee within ninety (90) days after approval is denied and resubmits its application in conformity with the requirements of this Declaration, the plans and specifications shall be approved by the Committee within fifteen (15) business days after resubmission.

4.3.4 Upon the Committee's written approval, and the issue of a Construction Commencement Permit, construction shall be started and prosecuted to completion diligently, continuously and promptly and in substantial conformity with the approved plans and specifications. A copy of the Committee's approval of construction shall be posted on the Lot during construction. The Committee shall be entitled to stop any construction in violation of these restrictions, and any Improvement made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this Declaration and the Association may require that the unapproved Improvement be removed and the Lot restored to its prior condition at the Owner's expense and therewith shall be a Specific Assessment against the responsible Owner's Lot.

4.3.5 The Committee shall have the right to charge a reasonable fee for reviewing each application for approval of plans and specifications. If any approval lapses due to passage of time or otherwise, a new review fee may be charged.

4.3.6 The Committee's review of plans and specifications shall be conducted for the purpose of the Association's architectural control responsibilities hereunder. Such approval shall not constitute any representation, warranty or certification as to the correctness, completeness, accuracy or feasibility of such documents or any work, items or systems shown thereon or contemplated thereby or of their compliance with building codes, ordinances or governmental restrictions or requirements.

4.3.7 Any damage to roads, paths, ditches, utility lines, irrigation facilities, landscaping, natural areas or vegetation, curbs or pathways, or other Improvements on or serving the Property caused by any Owner, Owner's tenants, contractor or subcontractor or its or their agents, employees or invitees shall, at the request of the Association, be repaired (in conformity with such requirements as the Association may impose) by such Owner or the Association may itself make any

necessary or desirable repairs and all costs incurred in connection therewith shall be a Specific Assessment against the responsible Owner's Lot.

4.4 Waivers. The Committee shall have the right to waive any requirements of the Subdivision Regulations (without the obligation to satisfy the requirements of Section 9.7 hereafter) as to any Lot or Lots if the Committee in its discretion deems such waiver consistent with the spirit and intent of the Subdivision Regulations.

4.5 Subdivision Regulations. The Subdivision Regulations may be amended from time to time by a majority vote of the Board, except that the Subdivision Regulations may not be amended without Developer's prior written consent so long as Developer owns any Lot(s).

ARTICLE 5: MEMBERSHIP AND VOTING RIGHTS

5.1 Membership. Every Owner of a Lot shall become a Member of the Association. If title to a Lot is held by more than one Person each such Person is a Member. An Owner of more than one (1) Lot is entitled to one (1) membership for each Lot owned (subject to Section 5.3 below). Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title. No person other than an Owner may be a Member of the Association, and membership in the Association may not be transferred except by the transfer of title to a Lot.

5.2 Voting. The Association shall have two (2) classes of voting membership, to be designated as Class A and Class B. So long as there is Class B membership, Class A members are all Owners except Developer. The Class B member shall be the Developer. Upon termination of Class B membership as provided below, Class A members are all Owners, including Developer, so long as Developer is an Owner. All Members, Class A or Class B, are entitled to cast one (1) vote for each Residential Lot owned, but as provided in the Association's Bylaws, the Class B member is entitled to elect the Board of Directors until the termination of the Class B membership.

5.3 Co-Ownership. If more than one (1) Person owns an interest in any Lot, or if more than one (1) Person owns separate portions of a Lot, all such Persons are Members; but there may be only one (1) vote in the aggregate cast with respect to each such entire Lot. Such vote may be exercised as the Co-Owners determine among themselves; but no split vote is permitted among Co-Owners. Prior to any meeting at which a vote is to be taken, each Co-Owner must file the name of the voting Co-Owner with the secretary of the Association to be entitled to vote at such meeting, unless such Co-Owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held jointly by a husband and wife, either spouse is entitled to cast the vote for such Lot unless and until the Association is notified by either spouse otherwise in writing.

5.4 Board of Directors. The Association shall elect five (5) Directors. The Board of Directors shall consist of a President, Vice President, Secretary, Treasurer and Parliamentarian. It will be the duty of the Board of Directors to see that all rules, regulations and codes for Whitehouse Creek

Plantation Subdivision are enforced. The Board of Directors will be the governing body of the Association.

5.5 Class B Termination. The Class B membership will terminate and convert automatically to Class A membership (to the extent the Developer then owns any Lots) ("Turnover") three (3) months after the Developer conveys, other than to a successor developer, all of its right, title and interest in and to ninety percent (90%) of the total of all the existing Lots in the Property and any planned lots in the remaining Overall Property. For purposes of this provision, a Lot shall be considered conveyed when the deed is duly recorded in the Public Land Records.

5.6 Amplification. The provisions of this Declaration are amplified by the Association's Articles and Bylaws, but no such amplification will alter or amend substantially any of the rights or obligations of the Owners set forth in this Declaration. The Developer intends the provisions of this Declaration on the one hand, and the Articles and Bylaws, on the other, be interpreted, construed, applied and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Developer intends that the provisions of this Declaration control over the Articles or Bylaws and that the provisions of the Articles control over the Bylaws.

ARTICLE 6: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

6.1 General Duties of the Association. The following covers the basic and general duties of the Association.

6.1.1 The Association shall enforce the Rules and Regulations and all covenants and restrictions of this Declaration and control and manage the Common Areas and Whitehouse Creek Plantation pursuant to the terms and provisions of this Declaration and the Association's Articles and Bylaws.

6.1.2 The Association may, but is not obligated to and shall have no liability for failure to, employ security guard(s) or a security guard service. All Owners acknowledge that the Developer, while in control of the Association, does not intend to hire or pay for security guard(s), and shall have no liability in connection therewith. The Association shall hold harmless, indemnify and defend Developer for any claims related thereto.

6.1.3 The Association shall provide for the maintenance, management, repair and, if necessary, replacement of the Common Areas in good and attractive condition, except as to any portion of the Common Areas which are required to be maintained as a portion of a Lot by the Lot Owner.

6.1.4 The Association shall pay the ad valorem taxes and other governmental taxes assessed against the Common Areas owned by Developer or the Association and obtain and pay the premiums for public liability and casualty insurance as to the Common Areas and such other types of insurance as it deems advisable. Said insurance policy(s) shall be for the benefit of the Association, the Developer, Members of the Association and such other parties as the Association determines. The

aforesaid insurance policy(s) shall be in such amounts, subject to such conditions and contain such provisions (including deductible provisions) as the Board determines.

6.1.5 The Association shall have the power to establish reserves for the improvement, repair, maintenance, and replacement of the Common Areas.

6.1.6 The Association shall have the power to incur all costs and expenses necessary or desirable to carry out its duties and responsibilities under this Declaration and in furtherance of the purposes set forth in this Declaration. It shall be the duty and responsibility of the Association, through its Board of Directors, to fix and determine from time to time, the sum or sums necessary and adequate to provide for the costs and expenses of the Association. The procedure for the determination of such Assessments shall be as hereinafter set forth in this Declaration.

6.2 Management Contracts. The Association shall expressly have the power to contract for the management of the Association and the Common Areas. The Association shall further have the power to employ personnel to perform the services required for proper administration of the Association.

ARTICLE 7: ASSESSMENTS

7.1 Assessments Established. In accepting a deed to any Lot within the Property, each Owner, whether or not it is so expressed in such deed, is deemed to covenant to pay to the Association:

7.1.1 An annual General Assessment, as defined in Section 7.2; and

7.1.2 Specific Assessments, as defined in Section 7.3; and

7.1.3 Specified Assessments against any particular Lot that are established pursuant to any provision of this Declaration as defined in Section 7.3; and

7.1.4 All excise or other taxes, if any, that from time to time may be imposed upon all or any portion of the Assessments established by this Article.

All of the foregoing, together with late fees and interest as specified in Section 7.5 and all costs and expenses of collection, including without limitation attorneys' fees, shall be continuing charge on the land and secured by a continuing lien upon the Lot (and improvements thereon) against which each Assessment is made as provided in Section 7.5. Each such Assessment, together with late fees and interest as aforesaid and all costs and expenses of collection, including attorneys' fees incurred, also is the personal obligation of the Person or Persons who was or were the Owner(s) of such Lot when such Assessment fell due. Such personal obligation for delinquent assessments shall become the joint and several obligations of the Owner's successors in title upon transfer of a Lot while delinquent Assessments are outstanding.

7.2 General Assessment. Subject to the provisions of the following sentence and Section 7.4 hereafter, the Assessments levied by the Association must be used exclusively (as determined by the Board) to promote the common good and welfare of the residents of Whitehouse Creek Plantation, for the operation of the Association, for the operation, maintenance, management, repair and replacement of the Common Areas, and to pay the costs and expenses of the Association incurred in furtherance of its duties, responsibilities and rights hereunder. To effectuate the foregoing, the Association may levy an annual general assessment ("General Assessment") to provide and be used for payment of the costs and expenses of the Association. The amount of the annual General Assessment shall be fixed by the Board at least thirty (30) days in advance of each General Assessment period based upon an adopted budget. The General Assessment period shall coincide with the Association's fiscal year. Written notice of the amount of the General Assessment will be given to every Owner; but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid Assessment. The General Assessment may be payable in such installments as may be determined, from time to time, by the Board.

7.3 Specific Assessments. In addition to General Assessments and Special Assessments, the Association may levy reasonable fine(s) against the Owner of any Lot(s) from time to time for violations of the covenants and restrictions set forth herein or of the Rules and Regulations by the Owner or the Owner's family, tenants, guests or invitees, and may levy an assessment against the Owner of any Lot to reimburse itself for any costs and expenses incurred by the Association to fulfill the obligations of the Owner under this Declaration as provided for in Section 3.11 of this Declaration. Such fine(s) shall not exceed One Hundred and No/100 Dollars (\$100.00) per violation, from time to time. In the event of a willful violation of the covenants and restrictions of this Declaration or the Rules and Regulations which continues after ten (10) days written notice to the Owner, each day the violation continues may be considered a separate violation for purposes of assessing fines. Any such fine(s) and assessments, together with any other charges or indebtedness of any Owner to the Association may be assessed by the Association as a specific assessment ("Specific Assessment") against such Owner's Lot(s). No such fine(s) shall be imposed, however, without notice to the Owner sought to be fined and an opportunity for a hearing before a Committee of at least three (3) Members appointed by the Board who are not officers, directors or employees of the Association. If such committee does not approve the fine, it may not be imposed.

7.4 Uniform Amount of Assessments. The General Assessment must be uniform throughout the Residential Lots. Notwithstanding any other provision herein contained, in the event Lots are consolidated with other Lots or partial Lots as permitted by this Declaration, General and Special Assessments shall thereafter be imposed against any such consolidated Lot(s) in proportion to the increase in size by virtue of the consolidation.

7.5 Remedies of Association and Lien for Assessment. If any Assessment is not paid within thirty (30) days after its due date: (i) a five percent (50/0) administrative late fee may be added to the Assessment and (ii) such overdue Assessment shall bear interest at a rate of (a) eighteen percent (18%» per annum or (b) the maximum rate permitted by Alabama law, whichever rate is greater. The Association may bring an action of law against the Owner personally obligated to pay such Assessment, foreclose its lien against such Owner's Lot and improvements thereon or both. No Owner may waive or otherwise escape liability for the Association's Assessments. A suit to recover a money

judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority. All sums assessed to any Lot, together with late fees, interest and all costs and expenses of collection, including reasonable attorney's fees, may be the basis for a money or other judgment and are secured by a lien on such Lot (and Improvements thereon) in favor of the Association. Such lien is subject and inferior to the lien of any First Mortgage encumbering such Lot. Except for liens of any First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Article 7, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors of the existence of the Association's lien and its priority. The Association from time to time may record a notice of lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record, any such notice of lien will affect the existence or priority of the Association's lien.

7.6 Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Alabama. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any Assessments against the Lot that become due during the period of foreclosure, which Assessments also are secured by the lien foreclosed and accounted on a pro rata basis and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency. Nothing herein shall be construed as a limitation on the right of Developer to bid at any foreclosure sale pursuant to this Section 7.6.

7.7 Subordination of Lien. The lien for the Assessments provided in this Article is subordinate to the Lien of any valid First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to the valid foreclosure of any First Mortgage, or any valid voluntary conveyance or other proceeding in lieu of such foreclosure, extinguishes the assessment lien as to payments that became due prior to such sale or transfer, without prejudice, however, to the Association's right to collect such delinquent amounts by suit against any Owner personally liable for their payment. No such sale or transfer relieves such Lot from liability for Assessments thereafter becoming due, or from their lien. The Association shall endeavor to give any institutional holder of a First Mortgage of record thirty (30) days notice within which to cure any delinquency in the payment of Assessments before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien on a Lot established by this Article; provided that in no event shall such encumbrancer be subrogated to any rights of the Association with respect to the lien established hereby.

7.8 Homesteads. Each Owner, by accepting the deed for a Lot is charged with actual or constructive notice of the lien provisions of this Declaration and the intent of this Declaration that the

Lots and improvements thereon stand as security for certain obligations of the Owners under this Declaration. The lien created by this Declaration is deemed to relate back to the time of the filing of this Declaration and will be deemed a pre-existing lien for purposes of homestead and will prevail over the homestead rights of any Owner. The subordination of the lien for Assessments to any First Mortgage provided in Section 7.7 of this Declaration shall not affect the relation back of the lien, except only to the extent necessary to subordinate the lien to any valid First Mortgage.

7.9 Certificate. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certification signed by an officer of the Association setting forth whether the General Assessment and any Specific Assessment has been paid and, if not, the unpaid balance(s).

ARTICLE 8: ENVIRONMENTAL PROTECTIONS

8.1 Construction Setback. The building setbacks shall comply with the current Design Manual and all zoning requirements for that zoning classification.

8.2 Construction Timing. The time for construction to start shall begin running from the date of purchase closing. The Owner shall then have two (2) years to begin construction on the main structure to be located on the Lot. The Owner will then have two (2) years from the date that the Construction Commencement Permit is issued.

8.3 Exterior Lighting. Exterior Lighting shall be subject to the following restrictions:

8.3.1 All exterior lighting fixtures must be submitted to the Committee for the Committee's approval.

8.3.2 From May 1st through October 31st temporary security lighting during construction shall be strongly discouraged. If necessary, these lights shall be limited to the fewest number necessary. Security lights shall be completely shielded and low-mounted. Low pressure sodium vapor lamps, low wattage yellow "bug" type bulbs or other light sources approved by the Committee shall be utilized.

8.4 Trash Receptacles. Scavenger-resistant trash receptacles shall be utilized through Whitehouse Creek Plantation. Owners and other responsible parties shall be required to keep garbage cans and other refuse containers tightly covered and properly maintained.

8.5 Enforcement and Amendments. Without limiting the generality of the Association's obligation to enforce the covenants and restrictions of this Declaration, the Association shall enforce all of the terms of this Article 8.

ARTICLE 9: GENERAL PROVISIONS

9.1 Operation. The covenants and restrictions of this Declaration are self-executing and will

run with the Property and be binding upon all Persons having any right, title, or interest therein, or any part thereof, their respective heirs, successors and assigns. All deeds and contracts pertaining to the sale, transfer, lease, encumbering or other disposition of a Lot shall specifically contain a reference to the same being subject to the covenants and restrictions of this Declaration, provided that failure to include such references shall not obviate the provisions of this Section 9.1.

9.2 Condemnation. If all or any part of the Common Area is taken by condemnation or transferred under threat of or in lieu of condemnation, all compensation and damages shall be paid to and be the property of the Association. The Board shall have the right to act on behalf of the Association with respect to any negotiation and litigation in connection therewith and the Owners shall have no rights in connection therewith. The Association shall, however, provide notice to the Owners of any condemnation proceeding filed against any portion of the Common Areas.

9.3 Interpretation. Unless the context expressly requires otherwise: (i) use of the singular includes the plural and vice versa; (ii) the use of one (1) gender includes all genders; (iii) the use of the terms “including” or “include” is without limitation; and (iv) the words “must”, “should”, and “will” have the same legal effect as the word “shall”. This Declaration should be interpreted, construed, applied, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Lots by providing for a plan for the development, operation and enjoyment of Whitehouse Creek Plantation. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce any of the terms or provisions of this Declaration.

9.4 Enforcement. Unless expressly provided otherwise, the Association, or any Owner, has the right to enforce, by any appropriate proceeding at law or in equity, all covenants and restrictions and the Rules and Regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Association or any person entitled to enforce any of the provisions of this Declaration, is the prevailing party in any litigation involving this Declaration, or any Rule or Regulation, such party may recover from the losing party all costs and expenses incurred, including reasonable attorneys’ fees (including, without limitation, attorneys’ fees incurred through all appellate and post-judgment proceedings and during any bankruptcy or arbitration proceedings). If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys’ fees incurred by the Association may be assessed against such Owner’s Lot. Failure by the Association or by any Owner to enforce any covenant or restriction will not constitute a waiver of the right to do so at any time.

9.5 Amendment. The Developer may amend any and all provisions of this Declaration by an instrument executed with the formalities of a deed without notice to or the approval or joinder of any other party at any time prior to Turnover. After Turnover, this Declaration may be amended or terminated; (i) before January 1, 2021, by an instrument executed by the Association with the formalities from time to time required of a deed and joined in by not less than the Owners of ninety percent (90%) of all Lots; and (ii) on January 1, 2021 or thereafter by an instrument so executed by the Association and joined in by not less than the Owners of seventy-five percent (75%) of all Lots. No amendment is effective until recorded in the Public Land Records; and the Association’s proper execution will entitle it to be publicly recorded, notwithstanding the informal execution by the

requisite percentage of Owners. The joinder by the requisite number of Owners may be contained in an exhibit to the amendment. Notwithstanding the foregoing, no instrument of amendment or termination shall be effective while Developer has more than ten (10) votes unless Developer shall approve and join in such instrument. For purposes of this Section, a Lot shall be considered conveyed when the deed is duly recorded in the Public land Records. Anything to the contrary contained herein notwithstanding, the Association may at any time by a majority vote of the Board amend this Declaration where necessary to comply with regulations of the Veterans Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home loan Mortgage' Corporation, the Federal Home loan Bank Board or other similar federal or state governmental entity.

9.6 Rights of a Mortgagee. Any holder of any First Mortgage shall have the following rights:

9.6.1 During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records, and papers of the Association at the location where they are commonly kept;

9.6.2 Upon payment of any reasonable, uniform charge that the Association may impose to defray its costs, to receive copies of the Association's books, records, or papers, certified upon request;

9.6.3 Upon written request to the Secretary of the Association, to receive copies of the annual financial statements of the Association; provided, however, the Association may make a reasonable charge to defray its costs incurred in providing such copies;

9.6.4 To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon; and

9.6.5 By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable annual fee that the Association from time to time may establish for the purpose of defraying its costs, to receive any notice that is required to be given to the Class A members of the Association under any provision of this Declaration, or the Articles or Bylaws.

9.7 Variances. The right and discretion is hereby reserved to the Association to grant variances with respect to individual Lots from the obligations of Articles 3 and 4 in cases where not to grant such variance would create hardship in the opinion of the Board or where the granting of such variances would in the opinion of the Board be in keeping with the spirit and intent of this Declaration and would not materially adversely affect any neighboring Lot or the Property as a whole. Such variances, if granted, shall be granted upon application to the Board by the Owner in writing setting forth in detail the variance requested and reasons therefor. Copies of each application for variance shall be forwarded (certified mail, return receipt requested) to each Owner of a Lot which adjoins or fronts on the Lot for which the variance is requested. If appropriate, any such variance shall be granted by the Board in writing, and shall be executed by the Board and Owner with the formalities of a deed and

recorded in the Public Land Records. The variance may be conditioned on the Owner's compliance with such conditions as the Board deems advisable. The Owner requesting a variance will be responsible for payment of all costs associated with processing a variance request whether or not the variance is granted.

9.8 Severability. Invalidation of any particular provision of this Declaration, by judgment or court order will not affect any other provision or any valid portion or application of such invalid provision, all of which shall remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration, when necessary to avoid a finding of invalidity while effectuating Developer's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Property.

ARTICLE 10: WAIVER AND NOTICE

Whenever any notice is required to be given to any member or Director of the Association under the provisions of these Bylaws, the Articles, the Declaration, the provisions of the Alabama Nonprofit Corporation Act, and any act amendatory thereof, supplementary thereto or substituted therefor, the Code of Alabama or the Alabama Constitution, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 11: FISCAL YEAR

The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

ARTICLE 12: INDEMNIFICATION

12.1 The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, finds and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best criminal action or proceeding, had reasonable cause to believe that this conduct was unlawful.

12.2 The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsection (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under Sections (1) and (2) above (unless ordered by a Court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections (1) and (2). Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by the membership.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this section.

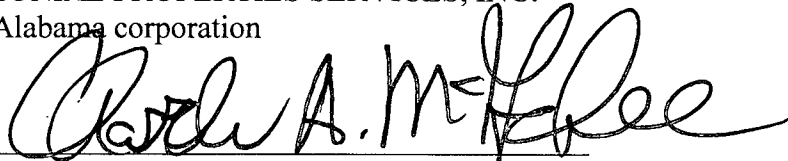
The indemnification provided by this section shall not be deemed excessive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or disinterested Directors or to otherwise, both as to action in this official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

IN WITNESS WHEREOF, the Developer has caused these Covenants to be duly executed as of the day and year first above written.

CPSI-UCO SPANISH OAKS, LLC
An Alabama limited liability company

By its Manager

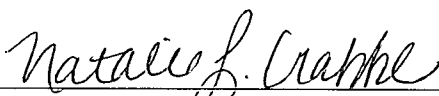
COLONIAL PROPERTIES SERVICES, INC.
An Alabama corporation

By: 
CHARLES A. McGEHEE
Executive Vice-President

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CHARLES A. McGEHEE, whose name as Executive Vice-President of COLONIAL PROPERTIES SERVICES, INC., an Alabama corporation, as Manager of CPSI-UCO SPANISH OAKS, 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 the instrument, he, acting in such capacity and with full authority, executed the same voluntarily on behalf of the said respective entities on the day the same bears date.

Given under my hand and official seal this, the 15th day of March, 2007.


NOTARY PUBLIC
My Commission Expires: 11/22/2010

This instrument was prepared by:

M. Mort Swaim
M. MORT SWAIM, P.C.
235 West Laurel Avenue
Foley, Alabama 36535
(251) 943-3999
swaimlaw@gulftel.com



Exhibit "A"
Overall Property

The Southeast Quarter (SE3) of Irregular Section 28, containing 126 Acres, more or less;

The North Half (N2) of the Southwest Quarter (SW3) of Section 27, containing 80 Acres, more or less;

The South Half (S2) of the South Half (S2) of the Northwest Quarter (NW3) of Section 27, containing 40 Acres, more or less; and

The East Half (E2) of the East Half (2) of the South Half (S2) of the South Half (S2) of the Northeast Quarter (NE3) of Section 28, containing 10 acres, more or less;

All lying in Township 3 South, Range 2 East, Baldwin County, Alabama.

AND ALSO:

BEGIN at a lightered pine knot at the Northwest corner of the William McVoy Claim Section 46, Township 3 South, Range 2 East, St. Stephens Meridian, Baldwin County, Alabama and run South 75 degrees 42 minutes 36 seconds East along the North line of said Claim Section 46 for 2582.85 feet to an iron rod capped "G .H. GILLEON 21774-LS" at the intersection of said North line of Claim Section, 46 with the West line of Section 27 in said Township and Range; thence run North 00 degrees 02 minutes 29 seconds West along the West line of said Section 27 for 800.19 feet to a concrete monument; thence run North 89 degrees 50 minutes 52 seconds East for 2650.70 feet to a concrete monument at the Northeast corner of U.S. Government Lot "B" in said Section 27; thence run South 01 degree 01 minute 49 seconds East along the East line of said Lot "B" for 1402.23 feet to an iron rod capped "G.H. GILLEON 21774-LS" at the Southeast corner of said Lot "B"; thence run North 89 degrees 52 minutes 57 seconds West along the South line of said Lot "B" for 1413.95 feet to an iron rod capped "G.H. GILLEON 21774-LS" at the Southwest corner of said Lot "B"; thence run South 15 degrees 20 minutes 29 seconds West along the East line of the aforementioned Claim Section 46 to the centerline of Bay Minette creek, said point being 144.9 feet South 15 degrees 20 minutes 29 seconds West of an iron rod capped "G.H. GILLEON 21774-LS"; thence run Westerly and Southerly along the meanderings of Bay Minette Creek for 4160 feet, more or less, to a point on the North right-of-way line of Bromley Road, said point being 60.0 feet North 89 degrees 45 minutes 53 seconds East of an iron rod capped "G.H. GILLEON 21774-LS"; thence run South 89 degrees 45 minutes 53 seconds West along said North right-of-way line for 747.14 feet to an iron rod capped "G.H. GILLEON 21774-LS"; thence run North 75 degrees 22 minutes 27 seconds West along said North right-of-way line for 759.08 feet to an iron rod; thence run North 00 degrees 04 minutes 21 seconds East for 1440.36 feet to a lightered pine knot on the West line of the aforementioned Claim Section 46; thence run North 15 degrees 08 minutes 35 seconds East along the West line of said Claim Section 46 for 1624.77 feet to a lightered pine knot; thence run North 10 degrees 30 minutes 27 seconds East along the West line

of said Claim Section 46 for 1242.02 feet back to the POINT OF BEGINNING.

AND ALSO:

PARCEL 1:

The East Half (E2) of the Southwest Quarter (SW3) and the Southeast Quarter (SE3) of Section 21; the Southwest Quarter (SW3) of Section 22; the North Half (N2) of the Southwest Quarter (SW3), and the Northwest Quarter (NW3) of Section 27; the Northeast Quarter (NE3), the Southeast Quarter (SE3) of the Northwest Quarter (NW3), and Subdivisions A, B, C, D and E, all in Section 28; all in Township 3 South, Range 2 East, Baldwin County, Alabama;

AND ALSO:

Commencing at the Northeast corner of Fractional Section 29, Township 3 South, Range 2 East, Baldwin County, Alabama, run thence South 665 feet to an iron stake, for the Point of Beginning; thence continue South 310 feet to an iron stake; thence West 758 feet to a point in the center line of Alabama Highway 225; thence in a Northeasterly direction along said center line 363 feet to a point; thence East 679 feet to the Point of Beginning;

LESS AND EXCEPT THE FOLLOWING:

Beginning at the Southwest Corner of the Northwest Quarter (NW3) of Section 28, Township 3 South, Range 2 East, Baldwin County, Alabama, thence North 00110'26" East along the section line for 500.00 feet to a point; thence South 89149'34" East for 1602.66 feet, more or less, to a point in the centerline of Whitehouse Creek, said point being named point A., thence go back to the Point of Beginning, thence from Point of Beginning South 89149'34" East along a white painted property line for 1888.97 feet, more or less, to a point in the centerline of Whitehouse Creek, thence Northerly along said centerline and meander of Whitehouse Creek for 576.2 feet, more or less, to aforesaid Point A., being the Point of Ending. Being in the Northwest Quarter (NW3) of Section 28, Township 3 North, Range 2 East, Baldwin County, Alabama;

AND LESS AND EXCEPT THE FOLLOWING:

Beginning at the Northeast Corner of the Southwest Quarter (SW3) of Section 22, Township 3 North, Range 2 East, Baldwin County, Alabama, which is marked by a four-inch concrete monument; thence South 00110'22" West, a distance of 3636.86 feet to a point, thence South 86123'17" West, a distance of 1141.93 feet to a point; thence North 31147'14" West, a distance of 53.66 feet to a point; thence North 41109'22" West, a distance of 265.58 feet to a point; thence North 66104'18" West, a distance of 148.67 feet to a point; thence North 69150'35" seconds West, a distance of 82.84 feet to a point; thence North 65101'43" West, a distance of 57.99 feet to the East line of the power line right-of-way;

thence North 18125'02" West, a distance of 466.35 feet along said East line of the power line right-of-way; thence, leaving said East line of power line right-of-way, North 30121'15" East a distance 199.38 feet to a point; thence North 36153'57" East, a distance of 142.48 feet to a point; thence North 51100'43" East, a distance of 143.14 feet to a point; thence North 43117'40" East, a distance of 90.51 feet to a point; thence North 34155'03" East a distance of 108.25 feet to a point; thence North 24110'48" East, a distance of 142.15 feet to a point; thence North 18141'18" East, a distance of 360.72 feet to a point; thence North 24114'42" East, a distance of 211.34 feet to a point; thence North 11102'54" East, a distance of 157.84 feet to a point; thence North 02136'15" East, a distance of 198.64 feet to a point; thence North 14113'50" East, a distance of 75.83 feet to a point; thence North 25145'34" East, a distance of 104.98 feet to a point; thence North 37112'24" East, a distance of 263.20 feet to a point;. thence North 39105'17" East, a distance of 334.51 feet to a point; thence North 34100'16" East, a distance of 70.85 feet to a point; thence North 00100'00" East a distance of 660.49 feet to a point on the North line of the Southwest Quarter (SW3) of said Section 22, thence North 89143'52" East, along said North line, a distance of 571.84 feet to the POINT OF BEGINNING. Being located in the Southwest Quarter (SW3) of Section 22, and in the Northwest Quarter (NW3) of Section 27 of Township 3 South, Range 2 East, Baldwin County, Alabama;

AND LESS AND EXCEPT THE FOLLOWING:

Commencing at the Northeast Corner of the Northeast Quarter (NE3) of the Southwest Quarter (SW3) of Section 22, Township 3 South, Range 2 East, Baldwin County, Alabama, which is marked by a four-inch concrete monument; thence South 45 degrees 57 minutes 39 seconds West, a distance of 5007.61 feet to the true POINT OF BEGINNING; thence South 88 degrees 37 minutes 02 seconds West, a distance of 120.25 feet to a point; thence North 72 degrees 49 minutes 07 seconds West, a distance of 346.81 feet to a point; thence South 34 degrees 01 minutes 53 seconds West, a distance of 109.00 feet to a point; thence South 71 degrees 37 minutes 32 seconds West, a distance of 227.86 feet to a point; thence South 48 degrees 21 minutes 09 seconds West, a distance of 16.47 feet to a point; thence South 14 degrees 09 minutes 47 seconds East, a distance of 1200.57 feet to a point; thence North 76 degrees 15 minutes 21 seconds East, a distance of 234.07 feet to a point; thence North 76 degrees 15 minutes 22 seconds East, a distance of 485.40 feet to a point; thence North 13 degrees 16 minutes 05 seconds West, a distance of 1095.95 feet to the POINT OF BEGINNING and being located in the Northeast Quarter (NE3) of Section 28, Township 3 South, Range 2 East, Baldwin County, Alabama;

AND LESS AND EXCEPT THE FOLLOWING PARCELS:

Parcel I: Commencing at the Northwest corner of Section 28, Township 3 South, Range 2 East, Baldwin County, Alabama, which is marked by an iron pipe; thence South 00 degrees 02 minutes 07 seconds East, along the West line of said Section 28, a distance of 663.88 feet to the true POINT OF BEGINNING, which is marked by a wooden fence post; thence South 00 degrees 02 minutes 08 seconds East, along said Section line a distance of 310.06 feet to a point; thence South 00 degrees 03 minutes 02 seconds East, along said section line, a distance of 679.95 feet to a point; thence South 89 degrees 49 minutes 35 seconds East, a distance of 789.48 feet to a point; thence North 05 degrees 19 minutes 12 seconds West, a distance of 125.44 feet to a point; thence North 89 degrees 48 minutes 09 seconds East, a distance of 789.27 feet to a point; thence North 26 degrees 22 minutes 03 seconds East, a distance of 401.13 feet to a point; thence North 32 degrees 49 minutes 36 seconds East, a distance of 66.86 feet to a point; thence North 32 degrees 49 minutes 34 seconds East, a distance of 235.38 feet to a point; thence North 66 degrees 47 minutes 54 seconds West, a distance of 638.91 feet to a point; thence South 89 degrees 59 minutes 13 seconds West, a distance of 696.05 feet to a point; thence South 89 degrees 59 minutes 14 seconds West, a distance of 626.61 feet to the POINT OF BEGINNING, being located in the Northeast Quarter of Section 28, Township 3 South, Range 2 East, Baldwin County, Alabama;

Parcel II: The Southeast Quarter of Irregular Section 28, Containing 126 Acres, more or less; the North Half of the Southwest Quarter of Section 27, Containing 80 Acres, more or less; the South Half of the South Half of the Northwest Quarter of Section 27, Containing 40 Acres, more or less; and the East Half of the East Half of the South Half of the South Half of the Northeast Quarter of Section 28, Containing 10 acres, more or less; all lying in Township 3 South, Range 2 East, Baldwin County, Alabama;)

Parcel III: Commencing at the Northwest Corner of Section 28, Township 3 South, Range 2 East, Baldwin County, Alabama, which is marked by an iron pipe; thence South 00 degrees 02 minutes 07 seconds East, along the West line of said Section 28, a distance of 663.88 feet to the true POINT OF BEGINNING which is marked by a wooden fence post; thence South 00 degrees 03 minutes 02 seconds East, along said section line, a distance of 310.06 feet to a point; thence South 90 degrees 00 minutes 00 seconds West, a distance of 758.00 feet to the centerline of Alabama Highway No. 225; thence North 14 degrees 15 minutes 37 seconds East, along said centerline of Highway No. 225, a distance of 319.94 feet to a point; thence North 90 degrees 00 minutes 00 seconds East, a distance of 679.00 feet to the POINT OF BEGINNING being located In the Southeast Quarter (SE3) of Section 20, Township 3 South, Range 2 East, Baldwin County, Alabama;

AND ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

Parcel A: An 80-foot wide strip of land being more particularly described as being 40 feet either side of the following described line:

Commencing at the Northwest corner of Section 28, Township 3 South, Range 2 East, Baldwin County, Alabama, which is marked by an iron pipe, thence South 00 degrees 02 minutes 07 seconds East along the West line of said Section 28, a distance of 663.88 feet to a wooden fence post; thence South 89 degrees 59 minutes 14 seconds West a distance of 679.0 feet to the centerline of Alabama Highway No. 225, thence South 14 degrees 15 minutes 38 seconds West along said centerline a distance of 41.27 feet to the true point of beginning, thence North 89 degrees 59 minutes 14 seconds East a distance of 951.62 feet to a point; thence North 51 degrees 47 minutes 05 seconds East for 64.68 feet to a point of ending; said parcel being located in Sections 20 and 28 of Township 3 South, Range 2 East, Baldwin County, Alabama;

Parcel B: An 80-foot wide strip of land being more particularly described as being 40 feet either side of the following described line: Commencing at the Northwest corner of Section 28, Township 3 South, Range 2 East, Baldwin County, Alabama, which is marked by an iron pipe; thence South 00 degrees 02 minutes 07 seconds East, along the West line of said Section 28, a distance of 663.88 feet to a wooden fence post; thence North 89 degrees 59 minutes 14 seconds East, along the North line of Tract 51, a distance of 626.61 feet to the true POINT OF BEGINNING; thence South 19 degrees 50 minutes 50 seconds East, a distance of 118.79 feet to a point; thence South 11 degrees 29 minutes 35 seconds East, a distance of 50.89 feet to a point; thence South 09 degrees 08 minutes 37 seconds West, a distance of 87.24 feet to a point; thence South 11 degrees 56 minutes 57 seconds West, a distance of 140.14 feet to a point; thence South 08 degrees 26 minutes 57 seconds East, a distance of 156.33 feet to a point; thence South 20 degrees 18 minutes 44 seconds East, a distance of 349.94 feet to a point; thence South 05 degrees 19 minutes 12 seconds East, a distance of 125.44 feet to the South property line of Tract 51. Said parcel being located in Section 28, Township 3 South, Range 2 East, Baldwin County, Alabama;

AND LESS AND EXCEPT the following:

Remaining acreage owned by Gilley Land Company, LLC, In the South Half (S2) of the Northwest Quarter (NW3) of Section 28, Township 3, Range 2 East, Baldwin County, Alabama;

PARCEL 2:

An 80-foot wide strip of land being more particularly described as being 40 feet either side of the following described as follows:

Commencing at the Northwest corner of Section 28, Township 3 South, Range 2 East, Baldwin County, Alabama, which is marked by an iron pipe, thence South 00 degrees 02 minutes 07 seconds East along the West line of said Section 28, a distance of 663.88 feet to a wooden fence post; thence South 89 degrees 59 minutes 14 seconds West a distance of 679.0 feet to the centerline of Alabama highway No. 225, thence South 14 degrees 15 minutes 38 seconds West along said centerline a distance of 41.27 feet to the true point of beginning, thence North 89

degrees 59 minutes 14 seconds East a distance of 951.62 feet to a point, thence North 51 degrees 47 minutes 05 seconds East for 64.68 feet to a point of ending. Said parcel being located in Sections 29 and 28 of Township 3 South, Range 2 East, Baldwin County, Alabama;

PARCEL 3:

Beginning at the Northeast Corner of the Southwest Quarter (SW3) of Section 22, Township 3 South, Range 2 East, Baldwin County, Alabama, which is marked by a four -inch concrete monument; thence South 00 degrees 10 minutes 22 seconds West, a distance of 3636.88 feet to a point, thence South 86 degrees 23 minutes 17 seconds West, a distance of 1141.93 feet to a point; thence North 31 degrees 47 minutes 14 seconds West, a distance of 53.66 feet to a point; thence North 41 degrees 09 minutes 22 seconds West, a distance of 265.56 feet to a point; thence North 66 degrees 04 minutes 18 seconds West, a distance of 148.67 feet to a point; thence North 69 degrees 50 minutes 35 seconds West, a distance of 82.84 feet to a point; thence North 65 degrees 01 minutes 43 seconds West, a distance of 57.99 feet to the East line of the power line right-of-way; thence North 18 degrees 25 minutes 02 seconds West, a distance of 466.35 feet along said East line of the power line right-of-way; thence, leaving said East line of power line right-of-way, North 30 degrees 21 minutes 15 seconds East, a distance of 199.38 feet to a point; thence North 36 degrees 53 minutes 57 seconds East, a distance of 142.48 feet to a point; thence North 51 degrees 00 minutes 43 seconds East, a distance of 143.14 feet to a point; thence North 43 degrees 17 minutes 40 seconds East, a distance of 90.51 feet to a point; thence North 34 degrees 55 minutes 03 seconds East a distance of 108.25 feet to a point; thence North 24 degrees 10 minutes 48 seconds East, a distance of 142.15 feet to a point; thence North 18 degrees 41 minutes 18 seconds East, a distance of 360.72 feet to a point; thence North 24 degrees 14 minutes 42 seconds East, a distance of 211.34 feet to a point; thence North 11 degrees 02 minutes 54 seconds East, a distance of 157.84 feet to a point; thence North 02 degrees 36 minutes 15 seconds East, a distance of 198.64 feet to a point; thence North 14 degrees 13 minutes 50 seconds East, a distance of 75.83 feet to a point; thence North 25 degrees 45 minutes 34 seconds East, a distance of 104.98 feet to a point; thence North 37 degrees 12 minutes 24 seconds East, a distance of 263.20 feet to a point; thence North 39 degrees 05 minutes 17 seconds East, a distance of 334.57 feet to a point; thence North 34 degrees 00 minutes 16 seconds East, a distance of 70.85 feet to a point; thence North 00 degrees 00 minutes 00 seconds East, a distance of 660.49 feet to a point on the North line of the Southwest Quarter (SW3) of said Section 22, thence North 89 degrees 43 minutes 52 seconds East, along said North line, a distance of 571.84 feet to the POINT OF BEGINNING. Being located in the Southwest Quarter (SW3) of Section 22, and in the Northwest Quarter (NW3) of Section 27, Township 3 South, Range 2 East, Baldwin County, Alabama;

PARCEL 4:

Lot 10, Whitehouse Creek Acres Subdivision, being a subdivision as per map or plat thereof on

file of record in the Office of the Judge of Probate of Baldwin County, Alabama, in plat Slide Book 1262-B.

Said parcel of land is part of the William McVoy Claim Section 46, a part of U.S. Government Lot "A" in Section 27 and all of U.S. Government Lot "B" in Section 27, all in Township 3 South, Range 2 East, St. Stephens Meridian, Baldwin County, Alabama.

Exhibit "B"
Phase I Property

(More particularly described in the recorded Plat)

BEGIN at a lightered pine knot at the Northwest corner of the William McVoy Claim Section 46, Township 3 South, Range 2 East, St. Stephens Meridian, Baldwin County, Alabama and run South 75 degrees 42 minutes 36 seconds East along the North line of said Claim Section 46 for 2582.85 feet to an iron rod capped "G.H. GILLEON 21774-LS" at the intersection of said North line of Claim Section, 46 with the West line of Section 27 in said Township and Range; thence run North 00 degrees 02 minutes 29 seconds West along the West line of said Section 27 for 800.19 feet to a concrete monument; thence run North 89 degrees 50 minutes 52 seconds East for 2650.70 feet to a concrete monument at the Northeast corner of U.S. Government Lot "B" in said Section 27; thence run South 01 degree 01 minute 49 seconds East along the East line of said Lot "B" for 1402.23 feet to an iron rod capped "G.H. GILLEON 21774-LS" at the Southeast corner of said Lot "B"; thence run North 89 degrees 52 minutes 57 seconds West along the South line of said Lot "B" for 1413.95 feet to an iron rod capped "G.H. GILLEON 21774-LS" at the Southwest corner of said Lot "B"; thence run South 15 degrees 20 minutes 29 seconds West along the East line of the aforementioned Claim Section 46 to the centerline of Bay Minette creek, said point being 144.9 feet South 15 degrees 20 minutes 29 seconds West of an iron rod capped "G.H. GILLEON 21774-LS"; thence run Westerly and Southerly along the meanderings of Bay Minette Creek for 4160 feet, more or less, to a point on the North right-of-way line of Bromley Road, said point being 60.0 feet North 89 degrees 45 minutes 53 seconds East of an iron rod capped "G.H. GILLEON 21774-LS"; thence run South 89 degrees 45 minutes 53 seconds West along said North right-of-way line for 747.14 feet to an iron rod capped "G.H. GILLEON 21 774-LS"; thence run North 75 degrees 22 minutes 27 seconds West along said North right-of-way line for 759.08 feet to an iron rod; thence run North 00 degrees 04 minutes 21 seconds East for 1440.36 feet to a lightered pine knot on the West line of the aforementioned Claim Section 46; thence run North 15 degrees 08 minutes 35 seconds East along the West line of said Claim Section 46 for 1624.77 feet to a lightered pine knot; thence run North 10 degrees 30 minutes 27 seconds East along the West line of said Claim Section 46 for 1242.02 feet back to the POINT OF BEGINNING.

Said parcel of land is part of the William McVoy Claim Section 46, a part of U.S. Government Lot "A" in Section 27 and all of U.S. Government Lot "B" in Section 27, all in Township 3 South, Range 2 East, St. Stephens Meridian, Baldwin County, Alabama.