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

**FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS
AND RESTRICTIONS OF BIENVILLE LANDING SUBDIVISION**

This First Amendment to Declaration of Conditions, Covenants and Restrictions (this "Amendment") is made this 1st day of November 2025 (the "Effective Date"), by Turnberry Development (2016) LLC, an Alabama limited liability company (the "Declarant").

Recitals:

WHEREAS, on November 12, 2024, Declarant recorded that certain Declaration of Conditions, Covenants and Restrictions of Bienville Landing Subdivision (the "Declaration") at Instrument Number 2156386, in the Office of the Judge of Probate of Baldwin County, Alabama (the "County Registry");

WHEREAS, Section 10.03 of the Declaration permits the Declarant to amend the terms of the Declaration; and

WHEREAS, Declarant desires to amend the Declaration in accordance with the terms and conditions hereof.

NOW THEREFORE, pursuant to the authority stated in the Declaration, Declarant hereby amends the Declaration as follows:

Amendment:

1. Capitalized Terms. Capitalized terms used herein unless otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.
2. Recitals. The foregoing recitals are true and correct in all material respects and form an integral part of this Amendment, the same as if said recitals were included in the numbered paragraphs hereof.
3. Amendment of Section 1.03(h). The Declaration is hereby amended by deleting subsection (h) of Section 1.03 in its entirety and inserting in lieu thereof the following:

(h) "Common Area" means all real property within the Subdivision which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, regardless of whether title has been conveyed to the Association, and any and all personal property or fixtures owned by the Association, whether now owned or hereafter acquired, and/or held and operated by the Association for the benefit of the Owners.

4. Amendment to add Section 2.09. The Declaration is hereby amended by adding the following as Section 2.09:

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

5. Amendment to add Section 2.10. The Declaration is hereby amended by adding the following as Section 2.10:

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

6. Amendment of Section 7.10. The Declaration is hereby amended by deleting subsection (b) of Section 7.10 in its entirety and inserting in lieu thereof the following:

- (b) No trucks or other vehicles larger than a one-ton pickup truck shall be parked in the Subdivision (including, without limitation, on any Lot or any portion of any Lot), except for (i) construction vehicles that are reasonably necessary to perform and complete any improvements on a Lot that have been approved by the Architectural Review Committee in accordance with the terms and conditions hereof, or (ii) such other vehicles as have been approved by the Association, which approval may be granted or withheld by the Association in its sole and absolute discretion.

7. Amendment of Section 7.24. The Declaration is hereby amended by deleting Section 7.24 in its entirety and inserting in lieu thereof the following:

7.24 Stormwater Drainage Improvements. Owners shall not alter, fill or otherwise change any stormwater improvements made to such Owner's Lot by Declarant in the development of the Subdivision or by any Builder during the construction of a Home on such Owner's Lot, including, without limitation, any drainage ditches and/or swales, without the prior written approval of the Association, which may be withheld by the Association in its sole and absolute discretion. Owners, occupants, and their guests are strictly prohibited from entering, wading, or swimming in any stormwater drainage improvements, including but not limited to detention ponds, retention ponds, or drainage

channels, it being expressly acknowledged that such improvements are not designed or intended for recreational use.

8. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as hereby supplemented and amended, are in all respects hereby ratified and reaffirmed, and the Declaration and this Amendment shall be read, taken, and construed as one and the same instrument. References in the Declaration and all exhibits thereto shall be deemed to be references to the Declaration as amended by this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

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

DECLARANT:

Turnberry Development (2016) LLC,
an Alabama limited liability company

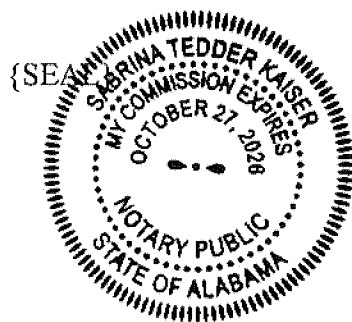
By: Thunder Box, L.L.C., an Alabama limited
liability company, as its Manager

By: Rance Reehl
Name: Rance Reehl
As Its: Manager

STATE OF ALABAMA :
COUNTY OF BALDWIN :

I, the undersigned Notary Public, in and for said State and said County, hereby certify that Rance Reehl, whose name as Manager of Thunder Box, L.L.C., an Alabama limited liability company, as Manager of Turnberry Development (2016) LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily as and for the act of said entity on the day the same bears date.

Given under my hand and official notarial seal this the 8th day of October, 2025.



Sabrina Tedder Kaiser
NOTARY PUBLIC
My Commission Expires: October 27, 2028

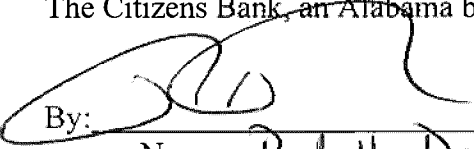
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MORTGAGEE'S CONSENT AND SUBORDINATION

The Citizens Bank, an Alabama banking corporation ("Secured Lender"), the mortgagee under that certain Commercial Real Estate Mortgage, executed by Turnberry Development (2016) LLC, an Alabama limited liability company, dated August 2, 2023, and recorded in Instrument number 2079743 of the Office of the Judge of Probate of Baldwin County, Alabama (the "Mortgage"), does hereby consent to the recording of this Amendment. Furthermore, Secured Lender does hereby subordinate in all respects its interest in and to the mortgaged property described in the Mortgage to the Declaration, as amended by this Amendment; provided, however, that the lien of the Association for Assessments under the Declaration, as amended by this Amendment, shall be subordinate to the lien of Secured Lender under the Mortgage, as provided in Section 4.11 of the Declaration. Secured Lender does hereby acknowledge and agree that the Declaration, as amended by this Amendment, shall be given priority over the Mortgage, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Mortgage, the same as if the Declaration, as amended by this Amendment, were executed, delivered and recorded prior to the execution and recording of the Mortgage.

IN WITNESS WHEREOF, Secured Lender has caused this Consent and Subordination to be executed by and through its duly authorized representative as of the 9th day of October, 2025.

The Citizens Bank, an Alabama banking corporation

By: 

Name: Paul H. Davis

As Its: CEO

STATE OF Alabama
COUNTY OF Baldwin

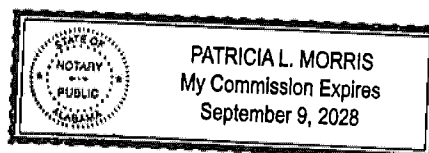
I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Paul H. Davis as the CEO for The Citizens Bank, an Alabama banking corporation, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, s/he has executed the same voluntarily for and as the act of said entity.

Given under my hand and seal this 9th day of October, 2025.

Patricia L. Morris

Notary Public

My Commission Expires:



D.R. HORTON'S CONSENT

D.R. Horton, Inc.- Birmingham, an Alabama corporation ("Horton"), does hereby consent to this Amendment pursuant to Section 10.04 of the Declaration.

IN WITNESS WHEREOF, Horton has caused this Consent to be executed by and through its duly authorized representative as of the 14th day of October, 2025.

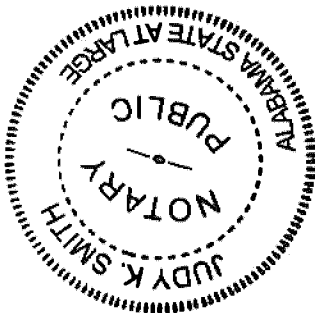
D.R. HORTON, INC. - BIRMINGHAM,
an Alabama corporation

By: [Signature]
Name: Taylor Henseler
As Its: Assistant Vice President

STATE OF ALABAMA
COUNTY OF Baldwin

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Taylor Henseler as the Assistant Vice President for D.R. Horton, Inc. – Birmingham, an Alabama corporation, whose name is signed to the foregoing Consent and who is known to me, acknowledged before me on this day, that being informed of the contents of said Consent, s/he as such officer and with full authority, executed the same voluntarily as and for the act of said entity on the day the same bears date.

Given under my hand and seal this 14th day of October, 2025.



[Signature]
Notary Public
My Commission Expires: _____

JUDY K. SMITH Notary Public, Alabama State at Large My Commission Expires 07/01/2028
