

THIS INSTRUMENT PREPARED BY:

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BALDWIN COUNTY, ALABAMA

HARRY D'OLIVE, JR. PROBATE JUDGE

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STATE OF ALABAMA
COUNTY OF BALDWIN

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

This Second Amendment to Declaration of Conditions, Covenants and Restrictions (this "Amendment") is made this 12th day of May, 2026 (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 "Original Declaration") at Instrument Number 2156386, in the Office of the Judge of Probate of Baldwin County, Alabama (the "County Registry");

WHEREAS, on October 30, 2025, Declarant recorded that certain First Amendment to Declaration of Conditions, Covenants and Restrictions of Bienville Landing Subdivision recorded at Instrument Number 2218581 in the County Registry (the "First Amendment" and, together with the Original Declaration, the "Declaration");

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 4.07. The Declaration is hereby amended by deleting Section 4.07 of the Declaration in its entirety and inserting in lieu thereof the following:

4.07 Initial Capital Contribution Assessment. An Assessment is hereby levied against and due upon the closing of the sale of each Lot in the amount of the then current annual Assessment, against the purchaser of each Lot (whether such Lot has a completed Home located upon it or otherwise) and against each subsequent purchaser of each Lot; provided, however, that in the case of sales of Lots by Declarant to a Builder, the Builder shall be exempt from such Assessment. The proceeds of such Assessments may be used by the Association for any purpose for which the Association is authorized under the Certificate of Incorporation or this Declaration.

4. Amendment of Section 7.24. The Declaration is hereby amended by deleting Section 7.24 of the Declaration 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.

5. 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

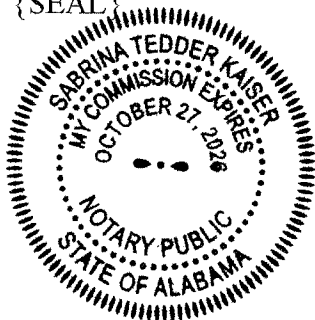
By: Rance Reehl
Name: Rance Reehl
As Its: Manager

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 12th day of May, 2026.

{SEAL}



Sabrina Tedder Kaiser
NOTARY PUBLIC
My Commission Expires: October 27, 2026

[remainder of page intentionally left blank]

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 12th day of May, 2026.

The Citizens Bank, an Alabama banking corporation

By: 

Name: Paul H. Davis

As Its: CEO

STATE OF Alabama
COUNTY OF Baldwin

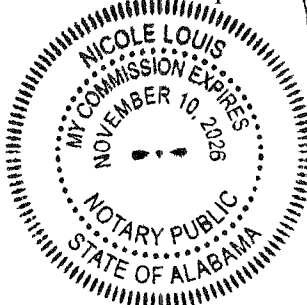
I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Paul H Davis as the CEO for The Citizens Bank, an Alabama banking corporation, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed 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 12th day of May, 2026.

Nicole Louis
Notary Public

My Commission Expires:

November 10, 2026



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 15th day of May, 2026.

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

By: _____

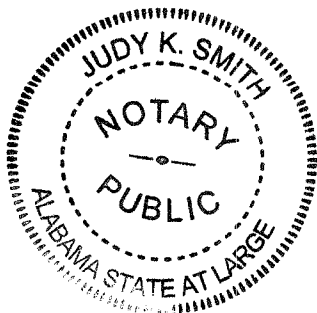
Name: Taylor Henseler

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 15th day of May, 2026.



Notary Public

My Commission Expires: _____

JUDY K. SMITH

Notary Public, Alabama State at Large

Commission Expires 07/01/2028