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BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
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This Instrument Prepared By:

Robert C. Matthews, Esq.
Burr & Forman LLP
11 North Water St., Suite 22200
Mobile, AL 36602
251-345-8218

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BLUE LAKE ACRES**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration") is made as of this 6th day of October, 2025, by **SPRING FED LLC**, an Alabama limited liability company ("Developer"), which declares that the real property hereinafter described, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements hereinafter set forth; and

WHEREAS, Developer is presently the owner of all of the real property more particularly described on the Property Boundary Survey, recorded in the Office of the Judge of Probate of Baldwin County, Alabama, at Instrument Number 2168639 (the "Blue Lake Acres"); and

WHEREAS, Developer desires to amend the original Declaration of Covenants, Conditions and Restrictions recorded September 22, 20025, in the Office of the Judge of Probate of Baldwin County, Alabama, at Instrument Number 221677 (the "Original Declaration").

NOW, THEREFORE, Developer declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the terms, conditions and limitations contained herein, all of which shall be construed as and deemed to be covenants running with the land and shall be binding on and inure to the benefit of all parties having a right, title or interest in the said Property, as well as their heirs, successors and assigns. This Declaration supersedes and replaces entirely the Original Declaration.

ARTICLE I

DEFINITIONS

As used in this Declaration, the following terms shall have the following meanings, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

Section 1.1 "Additional Property" shall mean any additional property, which may hereafter be subjected to the Protective Covenants.

Section 1.2 "Declaration" shall mean this entire document, as same may from time to time be amended.

Section 1.3 "Developer" shall mean Spring Fed LLC, an Alabama limited liability company, its successor and assigns, if such successors or assigns acquire any portion of the Property and are designated as successor developer by Developer.

Section 1.4 "Dwelling" shall mean a dwelling constructed on the Property.

Section 1.5 "Easement 1" shall mean that easement area as described on the Property Boundary Survey as "Easement 1."

Section 1.6 "Easement 2" shall mean that easement area as described on the Property Boundary Survey as "Easement 2."

Section 1.7 "Easement 3" shall mean that easement area as described on the Property Boundary Survey as "Easement 3."

Section 1.8 "Easement 4-Lake Cross Easement Area" shall mean that easement area as described on the Property Boundary Survey as Easement 4.

Section 1.9 "Easement 5" shall mean that easement area as described on the Property Boundary Survey as "Easement 5."

Section 1.10 "Parcel 1" shall mean that lot described on the Property Boundary Survey as "Parcel 1."

Section 1.11 "Parcel 2" shall mean that lot described on the Property Boundary Survey as "Parcel 2."

Section 1.12 "Parcel 3" shall mean that lot described on the Property Boundary Survey as "Parcel 3."

Section 1.13 "Parcel 4" shall mean that lot described on the Property Boundary Survey as "Parcel 4."

Section 1.14 "Parcel 5" shall mean that lot described on the Property Boundary Survey as "Parcel 5."

Section 1.15 "Parcels" shall mean and refer to the individual Parcels shown on the Property Boundary Survey, as the same may be amended from time to time at the discretion of Developer as provided herein.

Section 1.16 "Owner" shall mean and refer to the record owner, including Developer, of fee simple title to any Parcel or Dwelling, whether a corporation, limited liability company, partnership, proprietorship, association or other entity of any nature, including natural persons, but shall not include (i) any Mortgagee of Parcel upon which a Dwelling has been constructed, unless and until such Mortgagee has foreclosed on its Mortgage and purchased such Parcel or Dwelling at the foreclosure sale held with respect to the foreclosure of such Mortgage or (ii) any lessee, purchaser, contract purchaser or vendor who has an interest in any Parcel or Dwelling solely by virtue of a lease, contract, installment contract or other agreement.

Section 1.17 "Property" shall mean and refer to the real property more particularly described on the Property Boundary Survey, including all the Parcels, Easements and other matters shown thereon within the Development.

Section 1.18 "Protective Covenants" shall mean all of those covenants, conditions and restrictions contained in this Declaration.

Section 1.19 "Purchaser" shall mean any person who acquires any Parcel.

Section 1.20 "Single Family Residential" shall mean a family group, consisting of parents and their children, grandchildren and/or great grandchildren (including biological, adopted and step-children), or a group of not more than three unrelated persons.

Section 1.21 "Development" shall mean Blue Lake Acres, and any amendments, supplements and/or additions thereto.

Section 1.22 "Property Boundary Survey" shall mean the survey for "Blue Lake Acres," by S.E. Civil Engineering & Surveying, dated January 17, 2025, project number 20241381, recorded in the Office of the Judge of Probate of Baldwin County, Alabama, at Instrument Number 2168639.

ARTICLE II

PROPERTY SUBJECT TO PROTECTIVE COVENANTS

Section 2.1 General Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to the easements, covenants, conditions, restrictions, charges, liens and regulations of this Declaration in perpetuity. Any part of such Property and each Parcel or Dwelling thereof shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to the terms of this Declaration, which easements, covenants, conditions, restrictions, charges, liens and regulations shall run with the title to such Property and shall be binding upon and inure

to the benefit of Developer and upon all Owners and Occupants of such Property and any Parcel or Dwelling thereof. This Declaration shall not apply to any other real property owned by Developer.

Section 2.2 Additional Property. Developer reserves the right, in its sole and absolute discretion and without the consent of any Owner, Occupant, or Mortgagee of any Parcel or Dwelling, at any time and from time to time during the pendency of this Declaration, to add and submit any Additional Property to the provisions of this Declaration and, to the extent any of the Additional Property is specifically submitted to the terms and provisions of this Declaration by Developer, then any such Additional Property shall constitute part of the Property. Additional Property may be submitted to the provisions of this Declaration by an instrument executed by Developer and recorded in the office of the judge of probate of the county where the Property is located, which instrument shall be deemed an amendment to this Declaration (which need not be consented to or approved by any Owner, Occupant or Mortgagee of any Parcel or Dwelling) and shall (a) refer to this Declaration stating the Instrument Number, (b) contain a statement that such Additional Property is conveyed subject to the provisions of this Declaration, as modified or amended, (c) contain a description of such Additional Property and (d) state such other or different covenants, conditions and restrictions as the Developer, in its sole discretion, shall specify to regulate and control the use, occupancy and improvement of such Additional Property. In no event shall Developer be obligated to submit any Additional Property to the provisions of this Declaration or to impose any of the covenants, conditions or restrictions set forth in this Declaration upon any real property owned by Developer situated adjacent to or in close proximity with the Property. Notwithstanding anything provided in this Declaration to the contrary, (1) the provisions of this section may not be abrogated, modified, rescinded, supplemented or amended, in whole or in part, without the prior written consent of Developer and (2) the rights reserved by Developer pursuant to this section shall not be deemed to inure to the benefit of any transferee or purchaser of the Additional Property or any portion thereof, unless Developer, in its sole discretion, transfers and conveys to such transferee or purchaser the rights reserved herein by express reference to this Declaration.

Section 2.3 Mutuality of Benefit and Obligation. The provisions of this Declaration are made (a) for the mutual and reciprocal benefit of each Parcel or Dwelling within the Property and are intended to create mutual, equitable servitudes upon and in favor of each Parcel and Dwelling, (b) to create reciprocal rights and obligations between the respective Owners, Occupants and all future and subsequent Owners and Occupants of any Parcel or Dwelling within the Property, and (c) to create a private right of contract and estate between the Owners and Occupants, their respective heirs, successors and assigns. After the Developer Control period has ended, each Owner shall have a right of action to enforce the provisions of this Declaration against any other Owner.

Section 2.4

a. **Easements:**

- i. **Easement 1.** Declarant does hereby declare, create, grant, and establish for the benefit of the family members of the decedent a perpetual, non-exclusive easement over Easement 1, for purpose of ingress and egress to, and

maintenance of, the Burial Site reflected on the Property Boundary Survey, pursuant to *Code of Alabama 1975*, Section 35-1-4. Nothing herein shall act to reduce any obligations of the family members for maintenance imposed by Alabama common law or statute. The Owner of Parcel 3 shall have no duty to maintain or repair the "Burial Site" or Easement 1.

Easement 2. Declarant does hereby declare, create, grant, and establish for the benefit the Owner of Parcel 1 and its agents, licensees, invitees and utilities serving their property, a permanent, nonexclusive, and nonassignable easement on, over, and across Easement 2 for the purpose of pedestrian and vehicular ingress and egress to and from King's Landing Road to Parcel 1. Such easement will run with the land as an appurtenance to, and for the benefit of, Parcel 1 and a burden on Parcel 2. The Owners of Parcel 1 and Parcel 2, and their successors in title shall be responsible for and proportionally share in the maintenance and repair of Easement 2 based on use.

- ii. **Easement 3.** Declarant does hereby declare, create, grant, and establish for the benefit of the Owner of Parcel 1 and the Owner of Parcel 2 and their successors in title, agents, licensees, invitees, and utilities serving their property, a permanent, nonexclusive, and nonassignable easement on, over, and across Easement 3 for the purpose of pedestrian and vehicular ingress and egress to and from Kings Landing Road to Parcel 2. Such easement will run with the land as an appurtenance to, and for the benefit of, Parcel 1 and Parcel 2 and a burden on Parcel 3. Declarant does hereby declare, create, grant, and establish a for the benefit of the family members of the decedent a perpetual, non-exclusive easement over Easement 3, for purpose of ingress and egress to the Burial Site.

Nothing herein shall act to reduce any obligations of the family members for maintenance of the Burial Site imposed by Alabama common law or statute.

The Owners of Parcel 1 and Parcel 2, and their successors in title shall be responsible for and proportionally share in the maintenance and repair of Easement 3 based on use.

- iii. **Easement 4-Lake Cross-Easement Area.** Declarant does hereby declare, create, grant, and establish for the benefit the Owner of Parcel 1, the Owner of Parcel 2, the Owner of Parcel 3, the Owner of Parcel 4, the Owner of Parcel 5, and their successors in title, a permanent, nonexclusive, and nonassignable easement on, over, across and through the Easement 4-Lake Cross-Easement Area.

The Owners of Parcel 1, Parcel 2, Parcel 3, Parcel 4 and Parcel 5, and their successors in title, shall be responsible for and proportionally share in the maintenance and repair of the Easement 4-Lake Cross Easement Area. For example, if Parcel 1 were subdivided into 2 parcels with Lake access, then

the Owner of each new parcel shall be responsible for 10% each and the Owners of Parcel 2, Parcel 3, Parcel 4, and Parcel 5 shall be responsible for 20% each of the costs associated with the maintenance and repair of the Easement 4-Lake Cross Easement Area.

- iv. **Easement 5.** Declarant does hereby declare, create, grant, and establish for the benefit the Owner of Parcel 4, and their successors in title, agents, licensees, invitees, and utilities serving their property, a permanent, nonexclusive, and nonassignable easement on, over, and across Easement 5 for the purpose of pedestrian and vehicular ingress and egress to Parcel 4. Such easement will run with the land as an appurtenance to, and for the benefit of, Parcel 4 and a burden on Parcel 5.

The Owner of Parcel 4 and Parcel 5, and their successors in title shall be responsible for and proportionally share in the maintenance and repair of Easement 5 based on use.

- b. **Reservation of Developer's Rights Regarding Easements.** Developer reserves for itself the right to use, dedicate and/or convey to the appropriate local authority or agency, and/or to the appropriate utility company or other companies, rights-of-way or easements. For so long as Developer owns any interest in a Parcel, Developer shall have the right to grant electric, telephone, water, sanitary sewer, landscaping, irrigation, security, maintenance, drainage, gas, cable television and/or other utility, recreational or service easements or facilities (subject to applicable restrictions), in any portion of the Property, and to grant access easements or relocate any existing access easements in any portion of the Property, as Developer shall deem necessary or desirable for the proper use, operation, maintenance or future development of the Property, or any portion thereof, or for the general welfare of the Owners, or for the purpose of improving and developing Developer's other real property which is not part of the Development. All Owners shall be required to execute such other documents as are necessary or convenient to effectuate the intent of this Declaration with respect to all easements which may be created.

Section 2.5 Restrictions: Unless otherwise amended or modified by Developer, the respective Parcels referenced below shall be subject to the following Protective Covenants:

- a. **Parcel 1.**
 - i. Use shall be limited to single family residential use.
 - ii. No more than five (5) Dwellings shall be on Parcel 1. No Dwelling may be smaller than 1,200 square feet. Each Dwelling may have a detached guest house for short term guests (i.e., not longer than thirty (30) days). This paragraph is not intended to prohibit a garage, barn or pole barn.
 - iii. The following are prohibited uses:

- A. Commercial, industrial and business uses, except that a home office is allowed so long as it is not accompanied by foot or vehicle traffic (no employees or customers) and the use thereof is not visible or apparent from the exterior of the Dwelling;
 - B. Borrow pits, dirt pits, landfills, garbage dumps, or junk yards;
 - C. Exploring, mining, boring, quarrying, drilling or otherwise removing oil or other hydrocarbons, minerals, sand, gravel or natural gas, nor any extraction of the same.
- iv. No Owner shall allow the accumulation of garbage, including but not limited to the storage of inoperable vehicles or equipment.
 - v. No mobile homes are permitted.
 - vi. No campers or RVs may be used as a residence, except for a period not longer than twelve (12) months during the construction of a permanent residence.
 - vii. No pier, dock, or wharf may extend further than twenty-five (25) feet into the Easement 4-Lake Cross Easement Area.
 - viii. No engines or motors shall be used inside the Easement 4-Lake Cross Easement Area, except for those necessary for periodic maintenance as described herein and electric trolling motors.
 - ix. All homes and any structures shall have a minimum set back of 150' from each boundary line.
 - x. Obnoxious or offensive noises, odors and/or lights are prohibited. The discharge of firearms is permitted, but can rise to the level of obnoxious or offensive if the quantity of gunfire is excessive.
 - xi. No burning of household refuse shall be permitted.
 - xii. All Parcels must maintain at least a 30' wide buffer screen of undisturbed trees and/or vegetation along each side of all parcel lines, excluding parcel lines within the Easement 4-Lake Cross Easement. No existing tree or vegetation within the buffer screen may be removed, except to install and maintain driveways. Owners may add trees and vegetation to improve buffer screening.
 - xiii. No alteration or other disturbance to any existing drainage and/or water courses, whether natural or manmade, including but not limited to, wetlands, lakes, ponds, grady ponds or other all seasonal water courses.

- xiv. No livestock or fencing of any type shall be allowed in the Easement 4-Lake Cross Easement Area or within or within fifty (50) feet of the boundary line.
- xv. Pigs, hogs and swine are prohibited.
- xvi. No Owner shall harvest water from the Easement 4-Lake Cross Easement Area.

b. Parcel 2.

- i. Use shall be limited to single family residential use.
- ii. No more than three (3) Dwellings shall be on Parcel 2. No Dwelling may be smaller than 1,200 square feet. Each Dwelling may have a detached guest house for short term guests (i.e., not longer than thirty (30) days). This paragraph is not intended to prohibit a garage, barn or pole barn.
- iii. The following are prohibited uses:
 - A. Commercial, industrial and business uses, except that a home office is allowed so long as it is not accompanied by foot or vehicle traffic (no employees or customers) and the use thereof is not visible or apparent from the exterior of the Dwelling;
 - B. Borrow pits, dirt pits, landfills, garbage dumps, or junk yards;
 - C. Exploring, mining, boring, quarrying, drilling or otherwise removing oil or other hydrocarbons, minerals, sand, gravel or natural gas, nor any extraction of the same.
- iv. No Owner shall allow the accumulation of garbage, including but not limited to the storage of inoperable vehicles or equipment.
- v. No mobile homes are permitted.
- vi. No campers or RVs may be used as a residence, except for a period not longer than twelve (12) months during the construction of a permanent residence.
- vii. No pier, dock, or wharf may extend further than twenty-five (25) feet into the Easement 4-Lake Cross Easement Area.
- viii. No engines or motors shall be used inside the Easement 4-Lake Cross Easement Area, except for those necessary for periodic maintenance as described herein and electric trolling motors.

- ix. All homes and any structures shall have a minimum set back of 150' from each boundary line.
 - x. Obnoxious and offensive noises, odors and/or lights are prohibited. Obnoxious or offensive noises, odors and/or lights are prohibited. The discharge of firearms is permitted, but can rise to the level of obnoxious or offensive if the quantity of gunfire is excessive
 - xi. No burning of household refuse shall be permitted.
 - xii. All Parcels must maintain at least a 30' wide buffer screen of undisturbed trees and/or vegetation along each side of all parcel lines, excluding parcel lines within the Easement 4-Lake Cross Easement Area. No existing tree or vegetation within the buffer screen may be removed, except to install and maintain driveways. Owners may add trees and vegetation to improve buffer screening.
 - xiii. No alteration or other disturbance to any existing drainage and/or water courses, whether natural or manmade, including but not limited to, wetlands, lakes, ponds, grady ponds or other all seasonal water courses.
 - xiv. No livestock or fencing of any type shall be allowed in the Easement 4-Lake Cross Easement Area or within or within fifty (50) feet of the boundary line.
 - xv. Pigs, hogs and swine are prohibited.
 - xvi. No Owner shall harvest water from the Easement 4-Lake Cross Easement Area.
- c. Parcel 3.**
- i. None.
- d. Parcel 4.**
- i. Use shall be limited to single family residential use.
 - ii. No more than three (3) Dwellings shall be on Parcel 4. No Dwelling may be smaller than 1,200 square feet. Each Dwelling may have a detached guest house for short term guests (i.e., not longer than thirty (30) days). This paragraph is not intended to prohibit a garage, barn or pole barn.
 - iii. The following are prohibited uses:
 - A. Commercial, industrial and business uses, except that a home office is allowed so long as it is not accompanied by foot or vehicle traffic (no

employees or customers) and the use thereof is not visible or apparent from the exterior of the Dwelling;

B. Borrow pits, dirt pits, landfills, garbage dumps, or junk yards;

C. Exploring, mining, boring, quarrying, drilling or otherwise removing oil or other hydrocarbons, minerals, sand, gravel or natural gas, nor any extraction of the same.

- iv. No Owner shall allow the accumulation of garbage, including but not limited to the storage of inoperable vehicles or equipment.
- v. No mobile homes are permitted.
- vi. No campers or RVs may be used as a residence, except for a period not longer than twelve (12) months during the construction of a permanent residence.
- vii. No pier, dock, or wharf may extend further than twenty-five (25) feet into the Easement 4-Lake Cross Easement Area.
- viii. No engines or motors shall be used inside the Easement 4-Lake Cross Easement Area, except for those necessary for periodic maintenance as described herein and electric trolling motors.
- ix. All homes and any structures shall have a minimum set back of 150' from each boundary line.
- x. Obnoxious and offensive noises, odors and/or lights are prohibited. Obnoxious or offensive noises, odors and/or lights are prohibited. The discharge of firearms is permitted, but can rise to the level of obnoxious or offensive if the quantity of gunfire is excessive.
- xi. No burning of household refuse shall be permitted.
- xii. All Parcels must maintain at least a 30' wide buffer screen of undisturbed trees and/or vegetation along each side of all parcel lines, excluding parcel lines within the Easement 4-Lake Cross Easement Area. No existing tree or vegetation within the buffer screen may be removed, except to install and maintain driveways. Owners may add trees and vegetation to improve buffer screening.
- xiii. No alteration or other disturbance to any existing drainage and/or water courses, whether natural or manmade, including but not limited to, wetlands, lakes, ponds, grady ponds or other all seasonal water courses.

- xiv. No livestock or fencing of any type shall be allowed in the Easement 4-Lake Cross Easement Area or within or within fifty (50) feet of the boundary line.
 - xv. Pigs, hogs and swine are prohibited.
 - xvi. No Owner shall harvest water from the Easement 4-Lake Cross Easement Area.
- e. Parcel 5.**
- i. Use shall be limited to single family residential use.
 - ii. No more than five (5) Dwellings shall be on Parcel 5. No Dwelling may be smaller than 1,200 square feet. Each Dwelling may have a detached guest house for short term guests (i.e., not longer than thirty (30) days). This paragraph is not intended to prohibit a garage, barn or pole barn.
 - iii. The following are prohibited uses:
 - A. Commercial, industrial and business uses, except that a home office is allowed so long as it is not accompanied by foot or vehicle traffic (no employees or customers) and the use thereof is not visible or apparent from the exterior of the Dwelling;
 - B. Borrow pits, dirt pits, landfills, garbage dumps, or junk yards;
 - C. Exploring, mining, boring, quarrying, drilling or otherwise removing oil or other hydrocarbons, minerals, sand, gravel or natural gas, nor any extraction of the same.
 - iv. No Owner shall allow the accumulation of garbage, including but not limited to the storage of inoperable vehicles or equipment.
 - v. No mobile homes are permitted.
 - vi. No campers or RVs may be used as a residence, except for a period not longer than twelve (12) months during the construction of a permanent residence.
 - vii. No pier, dock, or wharf may extend further than twenty-five (25) feet into the Easement 4-Lake Cross Easement Area.
 - viii. No engines or motors shall be used inside the Easement 4-Lake Cross Easement Area, except for those necessary for periodic maintenance as described herein and electric trolling motors.

- ix. All homes and any structures shall have a minimum set back of 150' from each boundary line.
- x. Obnoxious and offensive noises, odors and/or lights are prohibited. Obnoxious or offensive noises, odors and/or lights are prohibited. The discharge of firearms is permitted, but can rise to the level of obnoxious or offensive if the quantity of gunfire is excessive.
- xi. No burning of household refuse shall be permitted.
- xii. All Parcels must maintain at least a 30' wide buffer screen of undisturbed trees and/or vegetation along each side of all parcel lines, excluding parcel lines within the Easement 4-Lake Cross Easement Area. No existing tree or vegetation within the buffer screen may be removed, except to install and maintain driveways. Owners may add trees and vegetation to improve buffer screening.
- xiii. No alteration or other disturbance to any existing drainage and/or water courses, whether natural or manmade, including but not limited to, wetlands, lakes, ponds, grady ponds or other all seasonal water courses.
- xiv. No livestock or fencing of any type shall be allowed in the Easement 4-Lake Cross Easement Area or within or within fifty (50) feet of the boundary line.
- xv. Pigs, hogs and swine are prohibited.
- xvi. No Owner shall harvest water from the Easement 4-Lake Cross Easement Area.

Section 2.6 Release. The Developer shall not be liable to any Owner, Occupant or to any other party for any damage, loss, or prejudice suffered on account of the approval or disapproval of any plans, drawings, or specifications, whether or not defective, or the execution or filing of any action, motion, certificate, petition, or protest in the courts of the United States or the State of Alabama, or with any other governmental board or body, whether or not the facts stated therein are true and correct. The Developer shall not have any liability for structural defects, building code compliance, or similar issues. Without limiting the foregoing, the Developer shall have no obligation to review any submittals for their compliance with applicable building codes or other inadequacy or deficiency. The Developer shall not in any way or manner be held liable to any Owner and/or any other person or entity for its good faith exercise of the authority herein conferred.

Section 2.7 Powers. In addition to any other remedies set forth in this Declaration, in the event any of the provisions of this Article or any other provisions of this Declaration are breached or are not otherwise being complied with in all respects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of any Owner or Occupant, then the Developer shall have the right, at its option, (subject to any applicable notice and/or cure periods expressly set forth herein) to do any or all of the following: (a) deny a

contractor access to the subject Parcel or Dwelling until the Owner, Occupant, or contractor undertakes to cure such violation in accordance with the approved plan, (b) require the cessation of any further construction on any Parcel or Dwelling until any work in place which does not comply is removed or corrected, and/or (c) through its designated agents, employees, representatives and independent contractors, enter upon such Parcel or Dwelling and take all action necessary to cure such violation or breach. All costs and expenses incurred by the Developer in enforcing any of the provisions of this Article, including, without limitation, reasonable attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, contractors, professionals, experts, designers, land planners and any other persons involved in the correction of nonconforming work, the completion of uncompleted work or in any judicial proceeding, together with any other costs or expenses incurred in causing any Owner or such Owner's contractors, agents or invitees to comply with the terms and provisions of this Article shall be charged as an individual debt of the Owner(s), and shall be charged in rem against the Owner(s)'s Parcel as a lien, in the same manner and subject to foreclosure in a like manner as a lien by a homeowner's association as provided under Alabama law. Notwithstanding anything provided herein to the contrary, the rights and remedies of the Developer set forth herein shall not be deemed exclusive of any other rights and remedies which the Developer may exercise at law or in equity or any other enforcement rights specified in this Declaration.

Section 2.8 Condition of Property. The Property is located in an area which may include wetlands, underground springs, mines, tunnels, sinkholes, archeological sites, burial grounds, and other unstable subsurface conditions. The approval of any plan by the Developer shall not be construed in any respect as a representation or warranty by the Developer, or any director, officer, employee or agent of any of them (collectively, the "Released Parties"), to any Owner or any other person that the surface or subsurface conditions of any Parcel or of any other portion of the Property are suitable for the construction of a dwelling or other improvement thereon. It shall be the sole responsibility of each Owner to determine the suitability and adequacy of the surface and the subsurface conditions of each Parcel. No Released Party shall be liable or otherwise responsible for any damage or injury suffered or incurred by any Parcel, Owner or any other person as a result of surface or subsurface conditions affecting a Parcel or any portion thereof, including, without limitation, any surface or subsurface drainage or underground mines, tunnels, sinkholes or other conditions or types of ground subsidence occurring on or under any Parcel or any other portion of the Property.

Section 2.9 Storm Drains. Developer may, but is not obligated to, install improvements necessary for proper control of storm drainage and runoff. Owners shall not alter, modify, or in any way interfere with the functionality of these structures. Additionally, Owners shall maintain, and not allow debris, grass clippings, fences, dirt, or any other items to impede the function of, the drainage infrastructure, including all vertical overflow pipes, and natural drainage features so as to retain sufficient water and not increase water downstream.

Section 2.10 Enforcement. The Owner shall be liable for the cost and expense, including attorneys' fees and costs, incurred by the Developer in enforcing this Declaration, which shall be deemed a personal debt of the owner and lien against the Owner's Parcel in the same manner as a homeowner's association lien under Alabama law. All costs and expenses incurred by the Developer in enforcing any of the provisions of this Article, including, without limitation, reasonable attorneys' fees, court costs, costs and expenses of witnesses, engineers,

architects, contractors, professionals, experts, designers, land planners and any other persons involved in the correction of nonconforming work, the completion of uncompleted work or in any judicial proceeding, together with any other costs or expenses incurred in causing any Owner or such Owner's contractors, agents or invitees to comply with the terms and provisions of this Article shall be paid by such Owner, and if the same is not paid when due, shall bear interest and shall be subject to the lien provided for herein and shall be subject to foreclosure as provided herein. Notwithstanding anything provided herein to the contrary, the rights and remedies of the Developer set forth herein shall not be deemed exclusive of any other rights and remedies which the Developer may exercise at law or in equity or any other enforcement rights specified in this Declaration.

ARTICLE III

NATURE OF PROTECTIVE COVENANTS, DEFAULTS AND REMEDIES

Section 3.1 Protective Covenants Running with the Land. The Protective Covenants herein shall constitute a servitude in and upon the Property and shall run with the Property and inure to the benefit of and be enforceable by Developer, its designated successors and assigns or by any Owner, after the Developer Control Period has ended, and its respective heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time the said Protective Covenants shall automatically be extended for successive period of ten (10) years, unless an agreement which has been signed by Owners who own at least two-thirds (2/3) or more of the then existing Parcels of the Property, agreeing to terminate or modify this Declaration, has been recorded in the office of the judge of probate for the county where the Property is located.

Section 3.2 Remedies for Default. The existence of any default hereunder by any person or entity subject to the terms, conditions, covenants and restrictions of this Declaration shall give Developer, its successors or assigns, any Owner, and/or their respective heirs, successors and assigns, in addition to all other remedies specified therein, the right to proceed at law or in equity to compel compliance with the terms of this Declaration and to prevent the violation or breach of any of them; provided, this Declaration shall be recorded for the sole benefit of Developer, the Owners and their respective Mortgagees, and the Occupants, and by such recording, no other adjoining property owner or third party shall have any right, title or interest whatsoever in the Property or its operation and continuation, in the enforcement of any of the provisions of this Declaration or the right to consent to or approve any amendment or modification to this Declaration.

Section 3.3 Nature of Remedies: Waiver. All rights, remedies and privileges granted to Developer, the Owners, their respective heirs, successors and assigns, and the Occupants pursuant to the provisions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies or privileges as may be available to such party at law or in equity. The failure at any point in time to enforce any rule, Protective Covenant or restriction shall in no event be deemed a waiver of the right thereafter to enforce any such covenant or restriction.

Section 3.4 No Reverter. No restriction or provision herein is intended to be, or shall be construed as, a condition subsequent or as creating any possibility of a reverter.

ARTICLE IV

PERIOD OF DEVELOPER CONTROL

Section 4.1 Developer Control. Notwithstanding any provision contained herein to the contrary, in view of Developer's need to insure the success of the Development, then until such time as Developer has sold and no longer retains any percentage ownership in any of the Parcels within the Development, or until the Developer expressly elects to terminate its control (such period of time being referred to herein as the "Control Period" or "Developer Control Period"), the Developer shall have the right to amend this Declaration. Developer may terminate its rights at any time prior to the expiration of said Control Period.

Section 4.2 Developer Rights. For so long as Developer owns an interest in any Parcel in the Property, Developer may, by deed, contract or other instrument filed for record, modify the provisions of this Declaration as the same apply to any such Parcel, without the consent of any Owner, Occupant, or Mortgagee of any Parcel or Dwelling. Developer reserves the right to record, modify, amend, revise and otherwise add to, at any time and from time to time, the Property Boundary Survey of the Property setting forth such information as Developer may deem necessary with regard to the Property, including, without limitation, the locations and dimensions of all Parcels, Dwellings, Common Areas, Additional Property, public or private roads, easements, set-back lines, restrictions, lakes, water courses, retention ponds and drainage infrastructure and basins. Any such property boundary surveys or any amendments thereto shall be binding on the portions of the Property indicated thereon as if such property boundary survey were specifically incorporated into this Declaration. Notwithstanding anything provided to the contrary in this Declaration, Developer may at any time or from time to time divide and redivide, combine and resubdivide any Parcels owned by Developer. The Developer owns adjacent real property (across Kings Landing Rd.) which is not subject to this Declaration; however, so long as Developer has an interest in the adjacent real property, then Developer shall be entitled to enforce this Declaration against successors in title to the Property subject to this Declaration

ARTICLE V

GENERAL PROVISIONS

Section 5.1 Additional Covenants. This Declaration shall supplement any preexisting covenants as to the Property, and to the extent that the Protective Covenants herein are more restrictive they shall govern.

Section 5.2 Deeds Subject to Covenant. Each deed for the sale of a Parcel in the Development shall be subject to the terms and conditions of this Declaration and each Deed shall contain a reference to this Declaration.

Section 5.3 Indemnity for Damages. Each and every Owner in accepting a deed or contract for any Parcel, hereby AGREES TO INDEMNIFY Developer for any damage caused by

Owner, its contractor, invitee, agent or third party present at their invitation or on their behalf, to ANY roads, streets, gutters, walkways, or public ways, including all surfacing thereon, or to water drainage or storm sewer lines owned by Developer, if any, or for which Developer has responsibilities at the time of such damage, if any. Upon the purchase of any Parcel by any Owner, said Owner accepts this Declaration, and ratifies the covenants contained herein and thus releases his or her right to prosecute Developer for the inconveniences said Parcel Owner deems inadequate or unbecoming of said Parcel Owner's needs.

Section 5.4 Notices. Any notice required to be sent to any Owner under the provisions of this declaration shall be deemed to have been delivered when mailed by US mail to the street address of the Parcel owned by such Owner. Notices may also be deemed delivered if mailed to the address on file with the revenue commissioner for delivery of ad valorem tax bills.

Section 5.5 Severability. Invalidation of any provision or provisions hereof by judgment or court order shall in no way affect any other provisions, all of which shall remain in full force and effect.

Section 5.6 Governing Law. This Declaration is governed by the laws of the State of Alabama.

Section 5.7 Captions. The captions and titles of the various articles and Sections in this Declaration are for convenience of reference only, and in no way define, limit or describe the scope or intent of this Declaration.

Section 5.8 Usage. Whenever used herein the singular shall include the plural and the singular, and the use of any gender shall include both genders.

Section 5.9 Conflict. If any irreconcilable conflict shall exist, or hereafter arise, with respect to the interpretation of any provisions of this Declaration, and any covenant of a Parcel, then the provisions of this Declaration shall prevail.

Section 5.10 Effective Date. This Declaration shall become effective upon its recordation in the Probate Court of Baldwin County, Alabama.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed on the 11th day of November, 2025.

DEVELOPER:

SPRING FED LLC,
an Alabama limited liability company

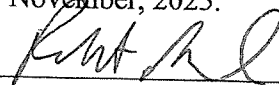


By: Benjamin Sherrod Levin
Its: Manager

STATE OF ALABAMA

I, the undersigned, a Notary Public in the State of Alabama at Large, hereby certify that Benjamin Sherrod Levin, whose name as Manager of **SPRING FED 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal this, the 11th day of November, 2025.



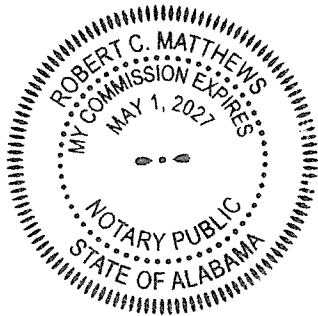
Notary Public

EXHIBIT A: LEGAL DESCRIPTION

PARCEL 1:

BEGIN AT A 1/2" CAPPED REBAR FOUND (ILLEGIBLE) AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND RUN THENCE SOUTH 00 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 647.70 FEET TO A 5/8" CAPPED REBAR FOUND (LOWERY); THENCE RUN WEST, A DISTANCE OF 186.16 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN SOUTH 37 DEGREES 21 MINUTES 12 SECONDS WEST, A DISTANCE OF 1483.73 FEET; THENCE RUN NORTH 12 DEGREES 35 MINUTES 16 SECONDS WEST, A DISTANCE OF 1186.54 FEET TO A 5/8" CAPPED REBAR FOUND (LOWERY); THENCE RUN NORTH 00 DEGREES 03 MINUTES 21 SECONDS WEST, A DISTANCE OF 647.80 FEET TO A 5/8" REBAR FOUND; THENCE RUN NORTH 89 DEGREES 05 MINUTES 33 SECONDS EAST, A DISTANCE OF 1345.31 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 35.42 ACRES, MORE OR LESS. TOGETHER WITH AND SUBJECT TO A LAKE CROSS EASEMENT. TOGETHER WITH A 30 FEET INGRESS, EGRESS, AND UTILITY EASEMENT ALONG THE SOUTHEASTERN MARGIN THEREOF.

PARCEL 2:

COMMENCE AT A 1/2" CAPPED REBAR FOUND (ILLEGIBLE) AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND RUN THENCE SOUTH 00 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 647.70 FEET TO A 5/8" CAPPED REBAR FOUND (LOWERY) FOR THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 00 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 1386.84 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN WEST, A DISTANCE OF 860.86 FEET; THENCE RUN NORTH 47 DEGREES 31 MINUTES 24 SECONDS WEST, A DISTANCE OF 307.14 FEET; THENCE RUN NORTH 37 DEGREES 21 MINUTES 12 SECONDS EAST, A DISTANCE OF 1483.73 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN EAST, A DISTANCE OF 186.16 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 21.88 ACRES, MORE OR LESS. TOGETHER WITH AND SUBJECT TO A LAKE CROSS EASEMENT. TOGETHER WITH AND SUBJECT TO A 30 FEET INGRESS, EGRESS, AND UTILITY EASEMENT ALONG THE EASTERN MARGIN THEREOF.

PARCEL 3:

BEGIN AT A 5/8" CAPPED REBAR FOUND (BALDWIN COUNTY HIGHWAY DEPARTMENT) AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND RUN THENCE NORTH 00 DEGREES 03 MINUTES 19 SECONDS WEST, A DISTANCE OF 629.76 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN EAST, A DISTANCE OF 1344.66 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN SOUTH 00 DEGREES 02 MINUTES 30' SECONDS EAST, A DISTANCE OF 623.21 FEET TO A 5/8" CAPPED REBAR FOUND (LOWERY); THENCE RUN SOUTH 00 DEGREES 40 MINUTES 55 SECONDS EAST, A DISTANCE OF 522.55 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2530.00 FEET, AN ARC LENGTH OF 45.96 FEET, (CHORD BEARS SOUTH 65 DEGREES 29 MINUTES 03 SECONDS WEST, A DISTANCE OF 45.96 FEET) TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 692.00 FEET, AN ARC LENGTH OF 675.15 FEET, (CHORD BEARS NORTH 87 DEGREES 00 MINUTES 11 SECONDS WEST, A DISTANCE OF 648.69 FEET) TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN NORTH 59 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 374.28 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN NORTH 23 DEGREES 48 MINUTES 14 SECONDS EAST, A DISTANCE OF 10.00' FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN NORTH 59 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN SOUTH 23 DEGREES 48 MINUTES 14 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN NORTH 59 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 169.57 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 490.00 FEET, AN ARC LENGTH OF 72.13 FEET, (CHORD BEARS NORTH 54 DEGREES 50 MINUTES 09 SECONDS WEST, A DISTANCE OF 72.06 FEET) TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN NORTH 50 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 152.83 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN NORTH 00 DEGREES 22 MINUTES 47 SECONDS WEST, A DISTANCE OF 72.68 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 32.96 ACRES, MORE OR LESS. TOGETHER WITH AND SUBJECT TO A LAKE CROSS EASEMENT. TOGETHER WITH AND SUBJECT TO A 30 FEET INGRESS, EGRESS, AND UTILITY EASEMENT ALONG THE EASTERN MARGIN THEREOF AND A 30 FEET INGRESS AND EGRESS EASEMENT ALONG THE NORTHERN MARGIN THEREOF. ALSO SUBJECT TO A 60 FEET BY 60 FEET BURIAL SITE EASEMENT ON THE NORTH MARGIN THEREOF.

PARCEL 4:

BEGIN AT A 5/8" CAPPED REBAR FOUND (BALDWIN COUNTY HIGHWAY DEPARTMENT) AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND RUN THENCE NORTH 00 DEGREES 03 MINUTES 19 SECONDS WEST, A DISTANCE OF 629.76 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN EAST, A DISTANCE OF 483.80 FEET; THENCE RUN NORTH 47 DEGREES 31 MINUTES 24 SECONDS WEST, A DISTANCE OF 2247.90 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN NORTH 89 DEGREES 41 MINUTES 19 SECONDS WEST, A DISTANCE OF 201.29 FEET TO A 5/8" CAPPED REBAR FOUND (LOWERY); THENCE RUN SOUTH 00 DEGREES 14 MINUTES 17 SECONDS WEST, A DISTANCE OF 836.05 FEET TO A 5/8" CAPPED REBAR FOUND (LOWERY); THENCE RUN SOUTH 89 DEGREES 41 MINUTES 19 SECONDS EAST, A DISTANCE OF 39.78 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN SOUTH 00 DEGREES 14 MINUTES 17 SECONDS WEST, A DISTANCE OF 1286.13 FEET TO A 1/2" CAPPED REBAR SET CA-1167-LS); THENCE RUN NORTH 89 DEGREES 42 MINUTES 59 SECONDS EAST, A DISTANCE OF 1018.32 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 553.00 FEET, AN ARC LENGTH OF 192.34 FEET, (CHORD BEARS SOUTH 80 DEGREES 19 MINUTES 11 SECONDS EAST, A DISTANCE OF 191.37 FEET) TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN NORTH 89 DEGREES 43 MINUTES 14 SECONDS EAST, A DISTANCE OF 138.14 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 54.05 ACRES, MORE OR LESS. TOGETHER WITH AND SUBJECT TO A LAKE CROSS EASEMENT. TOGETHER WITH TO A 30 FEET INGRESS, EGRESS, AND UTILITY EASEMENT ALONG THE NORTHWESTERN MARGIN THEREOF.

PARCEL 5:

BEGIN AT A 5/8" REBAR FOUND AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND RUN THENCE NORTH 00 DEGREES 24 MINUTES 01 SECONDS EAST, A DISTANCE OF 234.11 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST, A DISTANCE OF 1372.08 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN SOUTH 00 DEGREES 14 MINUTES 17 SECONDS WEST, A DISTANCE OF 728.88 FEET TO A 5/8" CAPPED REBAR FOUND (LOWERY); THENCE RUN SOUTH 89 DEGREES 41 MINUTES 19 SECONDS EAST, A DISTANCE OF 201.29 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN SOUTH 47 DEGREES 31 MINUTES 24 SECONDS EAST, A DISTANCE OF 1940.75 FEET; THENCE RUN NORTH 12 DEGREES 35 MINUTES 16 SECONDS WEST, A DISTANCE OF 1186.54 FEET TO A 5/8" CAPPED REBAR FOUND (LOWERY); THENCE RUN NORTH 00 DEGREES 03 MINUTES 21 SECONDS WEST, A DISTANCE OF 647.80 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 40.18 ACRES, MORE OR LESS. TOGETHER WITH AND SUBJECT TO A LAKE CROSS EASEMENT. TOGETHER

WITH AND SUBJECT TO A 30 FEET INGRESS, EGRESS, AND UTILITY EASEMENT PARALLEL TO THE WESTERN MARGIN THEREOF.

60 FEET BY 60 FEET BURIAL SITE EASEMENT:

COMMENCE AT A 5/8" CAPPED REBAR FOUND (BALDWIN COUNTY HIGHWAY DEPARTMENT) AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND RUN THENCE NORTH 00 DEGREES 03 MINUTES 19 SECONDS WEST, A DISTANCE OF 629.76 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN EAST, A DISTANCE OF 743.28 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) FOR THE POINT OF BEGINNING; CONTINUE THENCE EAST, A DISTANCE OF 60.00 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) AT THE END OF A 30 FEET INGRESS AND EGRESS EASEMENT; THENCE RUN SOUTH, ALONG SAID EASEMENT AND A PROJECTION THEREOF, A DISTANCE OF 60.00 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN WEST, A DISTANCE OF 60.00 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN NORTH, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. EASEMENT CONTAINS 0.08 ACRES, MORE OR LESS.

EASEMENT 1 - BURIAL SITE INGRESS AND EGRESS EASEMENT:

COMMENCE AT A 5/8" CAPPED REBAR FOUND (BALDWIN COUNTY HIGHWAY DEPARTMENT) AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND RUN THENCE NORTH 00 DEGREES 03 MINUTES 19 SECONDS WEST, A DISTANCE OF 629.76 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN EAST, A DISTANCE OF 803.28 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) FOR THE POINT OF BEGINNING; CONTINUE THENCE EAST, A DISTANCE OF 511.38 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN SOUTH 00 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 30.00 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN WEST, A DISTANCE OF 511.40 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN NORTH, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. EASEMENT CONTAINS 0.35 ACRES, MORE OR LESS.

EASEMENT 2 - INGRESS, EGRESS AND UTILITY EASEMENT:

COMMENCE AT A 1/2" CAPPED REBAR FOUND (ILLEGIBLE) AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND RUN THENCE SOUTH 00 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 647.70 FEET TO A 5/8" CAPPED REBAR FOUND (LOWERY) FOR THE POINT OF BEGINNING: CONTINUE THENCE SOUTH 00 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 1386.84 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN WEST, A DISTANCE OF 30.00 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN NORTH 00 DEGREES 02 MINUTES 30 SECONDS WEST, A DISTANCE OF 1386.84 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 0.96 ACRES, MORE OR LESS.

EASEMENT 3 - INGRESS, EGRESS AND UTILITY EASEMENT:

COMMENCE AT A 1/2" CAPPED REBAR FOUND (ILLEGIBLE) AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND RUN THENCE SOUTH 00 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 647.70 FEET TO A 5/8" CAPPED REBAR FOUND (LOWERY); CONTINUE THENCE SOUTH 00 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 1386.84 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) FOR THE POINT OF BEGINNING: CONTINUE THENCE SOUTH 00 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 623.21 FEET TO A 5/8" CAPPED REBAR FOUND (LOWERY); THENCE RUN SOUTH 00 DEGREES 40 MINUTES 55 SECONDS EAST, A DISTANCE OF 522.55 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2530.00 FEET, AN ARC LENGTH OF 32.76 FEET, (CHORD BEARS NORTH 65 DEGREES 38 MINUTES 01 SECONDS WEST, A DISTANCE OF 32.76 FEET) TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN NORTH 00 DEGREES 40 MINUTES 55 SECONDS WEST, A DISTANCE OF 535.87 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN NORTH 00 DEGREES 02 MINUTES 30 SECONDS WEST, A DISTANCE OF 623.40 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 0.79 ACRES, MORE OR LESS.

EASEMENT 4 - LAKE CROSS EASEMENT:

COMMENCE AT A 5/8" CAPPED REBAR FOUND (BALDWIN COUNTY HIGHWAY DEPARTMENT) AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND RUN THENCE NORTH 00 DEGREES 03 MINUTES 19 SECONDS WEST, A DISTANCE OF 629.76 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN EAST, A DISTANCE OF 133 FEET, MORE OR LESS, TO A POINT ON THE WEST WATERS EDGE FOR THE POINT OF BEGINNING: RUN THENCE NORTHWESTERLY, NORTHEASTERLY, SOUTHEASTERLY AND WESTERLY, A DISTANCE OF 2189 FEET, MORE OR LESS, ALONG THE LAKE MEANDERS TO THE POINT OF BEGINNING. SAID LAKE EASEMENT LIES OVER AND ACROSS THE ENTIRE LAKE.

EASEMENT 5 - INGRESS, EGRESS AND UTILITY EASEMENT:

COMMENCE AT A 5/8" REBAR FOUND AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND RUN THENCE NORTH 00 DEGREES 24 MINUTES 01 SECONDS EAST, A DISTANCE OF 234.11 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST, A DISTANCE OF 1302.30 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) FOR THE POINT OF BEGINNING: CONTINUE THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST, A DISTANCE OF 30.00 FEET TO A 5/8" CAPPED REBAR FOUND (LOWERY); THENCE RUN SOUTH 00 DEGREES 14 MINUTES 17 SECONDS WEST, A DISTANCE OF 729.08 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN SOUTH 89 DEGREES 41 MINUTES 19 SECONDS EAST, A DISTANCE OF 30.00 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN NORTH 00 DEGREES 14 MINUTES 17 SECONDS EAST, A DISTANCE OF 729.23 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) TO THE POINT OF BEGINNING. EASEMENT CONTAINS 0.50 ACRES, MORE OR LESS.