

**COUNTY OF BALDWIN
STATE OF ALABAMA**

**FIRST AMENDMENT TO USE RESTRICTIONS
(Instrument No. 2073627)**

WHEREAS, the City of Foley deeded certain land to IRH Foley, LLC (collectively, the “Parties”) by that instrument dated June 12, 2022 and recorded on June 12, 2023 at Instrument Number 2073627 (the “Deed”); and

WHEREAS the Deed contains certain “Use Restrictions” in paragraph number 1 of the Deed; and

WHEREAS, the Parties desire to amend the “Use Restrictions” for their mutual benefit;

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party’s signature below, the Parties mutually agree as follows:

A. That the “Use Restrictions” found in paragraph number 1 of the Deed are hereby amended and replaced to read as follows:

1. Use restrictions. The Property shall be improved, used and occupied by the Grantee and the Grantee's successors and assigns (subject to applicable zoning and other land use laws, regulations and ordinances) ONLY as a dormitory-style, multiple occupancy development to house ONLY: (1) current J-1 Visa holders and other similarly situated transient persons who are not prior residents of Foley, Alabama, and who intend to work in and around Foley, Alabama, who are in the United States legally, and who are eligible for employment in the United States; and/or (2) U.S. Citizens and those in the County legally, but who do not reside in Baldwin County, Alabama, and who are only staying in the City of Foley for less than thirty (30) days, and who are in the City of Foley as part of an event, tournament, camp, or other activity that is being sponsored, hosted, or conducted by the Foley Sports Tourism department. The Property will be fully developed in substantially the manner as shown on Exhibit “A” attached hereto and incorporated herein. The Property shall be developed in four (4) phases with Buildings 1 and 2 constituting phase 1 and Buildings 3 and 4 constituting phase 2 and Buildings 5 and 6 constituting phase 3 and Buildings 7 and 8 constituting phase 4. Any other use of the Property is hereby strictly prohibited unless approved in advance in writing by Grantor, in Grantor's sole discretion, and evidenced by a recorded Amendment to

this instrument. This restrictive covenant shall run with the title to the Property and be binding on future owners FOREVER.

B. That all other terms, limitations, reservations, and rights of the parties or either of them except as expressly amended above remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Use Restriction to be executed as of the date set forth below.

CITY OF FOLEY, an Alabama municipal corporation

By: _____
Its: _____
Date: _____

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____ whose names as _____, of the City of Foley, Alabama, 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 this instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and seal this the ____ day of _____, 2024.

NOTARY PUBLIC
My Commission Expires: _____
(SEAL)

IRH Foley LLC

By: _____
Its: _____
Date: _____

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____ whose names as _____, of **IRH Foley LLC**, 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 this instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and seal this the ____ day of _____, 2024.

NOTARY PUBLIC
My Commission Expires: _____
(SEAL)

This Instrument Prepared by:
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