

STATE OF ALABAMA  
BALDWIN COUNTY

INGRESS, EGRESS, AND USE EASEMENT  
(cross - easement)

State of Alabama, Baldwin County  
I certify this instrument was filed  
and taxes collected on:

2000 September- 1 3:55PM

Instrument Number 561198 Pages 4  
Recording 12.00 Mortgage  
Deed Min Tax  
Index 1.00  
Archive 3.00  
Adrian T. Johns, Judge of Probate

561198

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual exchange of easements set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby GRANT, CONVEY, ASSIGN and SET-OVER (subject to the restrictions and limitations set out below) each to the other the following described easements in their respective properties:

(1.) KIVA DUNES MASTER OWNERS' ASSOCIATION, INC., a non-profit corporation, and D & E INVESTMENTS, L.L.C., an Alabama limited liability company, Parties of the First Part, do hereby grant, convey, assign and set-over (subject to the restrictions and limitations set out below) unto KIVA LODGE, L.L.C., an Alabama limited liability Company and the KIVA LODGE CONDOMINIUM OWNERS' ASSOCIATION, INC., a non-profit corporation, Parties of the Second Part, their respective successor and assigns, a non-exclusive right of way and easement for the purposes of ingress, egress, use and enjoyment over and across the following described lands situated in Baldwin County, Alabama, to-wit:

A non-exclusive easement for ingress, egress, use and enjoyment of the Common Areas, Beach Area, and roadways located within or hereafter located within Kiva Dunes, Phase I and Phase II, a subdivision, as recorded on Slides 1543-B and 1544-A (Phase I) and Slide 1611-A (Phase II) in the office of the Judge of Probate, Baldwin County, Alabama, and any future phases located within Kiva Dunes, a subdivision, for all normal and proper purposes for which the same are reasonably intended, subject to all restrictions in the Covenants, Permit, and the Rules, Assessments, and Regulations of the Master Association, which said Rules and Regulations will not unnecessary impair the use of the easements granted.

Parties of the Second Part understand the easements and licenses granted above are subject to rules, regulations, and assessments of Kiva Dunes Master Owners' Association and the recorded restrictions and covenants pertaining to Kiva Dunes subdivision.

This easement is granted for the purpose of providing the members of Kiva Lodge Condominium Owners' Association, Inc., with ingress, egress over the roadways and access areas described above and the use and enjoyment of the Common Areas described above and the amenities located thereon.

TO HAVE AND TO HOLD the non exclusive easement unto the said Kiva Lodge, L.L.C. and Kiva Lodge Condominium Owners' Association, Inc., and unto their respective successors and assigns as an appurtenance to each condominium unit located within the condominium project known as Kiva Lodge, a condominium.

The Parties of the First Part retain for themselves, their respective successors and assigns, all rights not specifically granted herein. Parties of the First Part also retain, reserve and shall continue to enjoy use of the surface of such property for any and all purposes for which they are intended.

(2.) KIVA LODGE, L.L.C., an Alabama limited liability company, and KIVA LODGE CONDOMINIUM OWNERS' ASSOCIATION, INC., a non-profit corporation, Parties of the Second Part, do hereby grant, convey, assign and set-over (subject to the restrictions and limitations set out below) unto D & E INVESTMENTS, L.L.C., an Alabama limited liability company and KIVA DUNES MASTER OWNERS' ASSOCIATION, INC., a non-profit corporation, Parties of the First Part, and KIVA DUNES HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation, their respective successor and assigns, a non-exclusive right of way and easement for the purposes of ingress, egress, use and enjoyment over and across the following described lands situated in Baldwin County, Alabama, to-wit:

The areas designated as the Common Area Parking and the "Common Areas" or "Common Elements" located on the first floor of the condominium building, pool and pool terrace as set forth on the plats and plans for Kiva Lodge, a condominium, as the same is recorded as Instrument No. 560881, in the office of the Judge of Probate, Baldwin County, Alabama.

The non-exclusive easement granted herein is for use and enjoyment of the Common Areas described above and amenities located thereon, as designated on the Plats and Plans of Kiva Lodge, a condominium, for all normal and proper purposes for which the same are reasonably intended, subject to all restrictions in the Declaration of Condominium of Kiva Lodge, a condominium and the Rules, Assessments and Regulations of Kiva Lodge Condominium Owners' Association, which said Rules and Regulations will not unnecessary impair the use of the easements granted herein. The non-exclusive easements granted herein is not intended to include any Limited Common Elements.

This easement is granted for the purpose of providing D & E Investments, L.L.C. and the members of Kiva Dunes Master Owners' Association, Inc. and the members of Kiva Dunes Homeowners' Association, Inc., their respective successors and assigns, with ingress, egress over the common roadways, common parking areas, and the use and enjoyment of the Common Areas described above and the amenities located thereon.

TO HAVE AND TO HOLD the easement unto the said D & E Investments, L.L.C., Kiva Dunes Master Owners Association, Inc., Kiva Dunes Homeowners' Association, Inc., and unto their respective successors and assigns as an appurtenance to other lands owned by D & E Investments, L.L.C. and to the subdivision lots located in Kiva Dunes, a subdivision, Phase I, Phase II and any future phase of Kiva Dunes, a subdivision.

The Parties of the Second Part retain for themselves, their respective successors and assigns, all rights not specifically granted herein. Parties of the Second Part also retain, reserve and shall continue to enjoy use of the surface of such property for any and all purposes for which they are intended.

IN WITNESS WHEREOF, the Parties of the First Part and the Parties of the Second Part have caused this instrument to be executed by duly authorized Agents and/or officers, whose names are set forth below, this 31 day of August, 2000.

D & E INVESTMENTS, L.L.C.,  
an Alabama limited liability  
company

KIVA DUNES MASTER OWNERS'  
ASSOCIATION, INC.

by: James H. Edgemon (SEAL)  
JAMES H. EDGEMON, President

by: James H. Edgemon (SEAL)  
JAMES H. EDGEMON, Agent

KIVA LODGE, L.L.C.,  
an Alabama limited liability  
company

KIVA LODGE CONDOMINIUM  
OWNERS' ASSOCIATION, INC.

by: James H. Edgemon (SEAL)  
JAMES H. EDGEMON, President

by: James H. Edgemon (SEAL)  
JAMES H. EDGEMON, Agent

THIS IS THE SIGNATURE PAGE TO A INGRESS, EGRESS, AND USE  
EASEMENT (cross-easement) BY THE ABOVE PARTIES

STATE OF ALABAMA  
BALDWIN COUNTY

ACKNOWLEDGEMENT

I, the undersigned authority, in and for said county, in said state, hereby certify that JAMES H. EDGEMON, whose name as Agent of D & E INVESTMENTS, L.L.C., 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, as such Agent and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal this the 31  
day of August, 2000.

J. W. [Signature]  
NOTARY PUBLIC

My commission expires: 10/21/2002

STATE OF ALABAMA  
BALDWIN COUNTY

ACKNOWLEDGEMENT

I, the undersigned authority, in and for said county, in said state, hereby certify that JAMES H. EDGEMON, whose name as President of KIVA DUNES MASTER OWNERS' ASSOCIATION, INC., a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 31  
day of August, 2000.

J. W. [Signature]  
NOTARY PUBLIC

My commission expires: 10/21/2002

STATE OF ALABAMA  
BALDWIN COUNTY

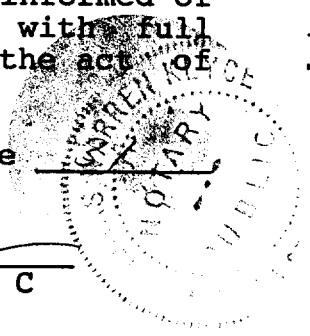
ACKNOWLEDGEMENT

I, the undersigned authority, in and for said county, in said state, hereby certify that JAMES H. EDGEMON, whose name as Agent of KIVA LODGE, L.L.C., 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, as such Agent and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal this the  
day of August, 2000.

[Signature]  
NOTARY PUBLIC

My commission expires: 10/21/2002



STATE OF ALABAMA  
BALDWIN COUNTY

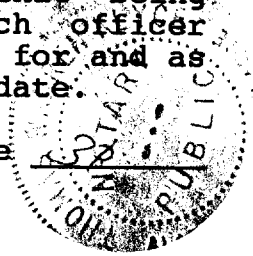
ACKNOWLEDGEMENT

I, the undersigned authority, in and for said county, in said state, hereby certify that JAMES H. EDGEMON, whose name as President of KIVA LODGE CONDOMINIUM OWNERS' ASSOCIATION, INC., a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the  
day of August, 2000.

[Signature]  
NOTARY PUBLIC

My commission expires: 10/21/2002



This instrument prepared by:

Thomas W. Klyce, P.C.  
Attorney at Law  
Post Office Box 2301  
Gulf Shores, AL 36547