

AFFIDAVIT

STATE OF ALABAMA

COUNTY OF SHELBY

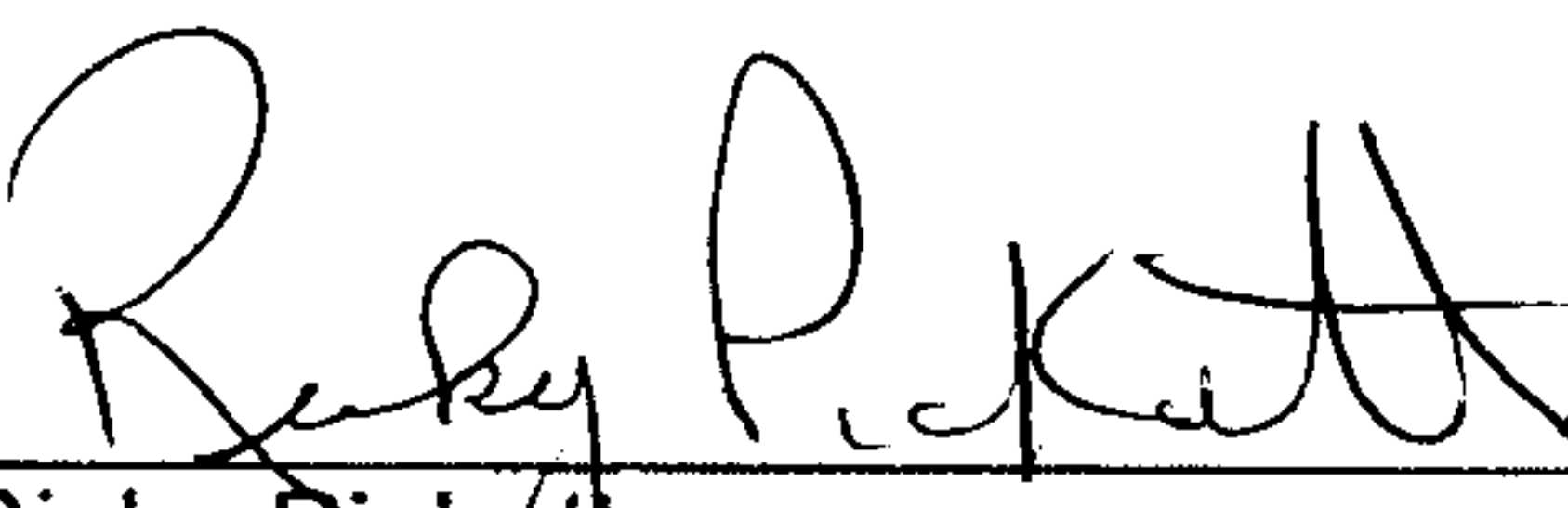


20161109000413490 1/5 \$27.00
Shelby Cnty Judge of Probate, AL
11/09/2016 10:45:55 AM FILED/CERT

Personally appeared before me, the undersigned authority, Ricky Pickett, first duly sworn, deposes and says the following:

1. Affiant is one and the same as the Ricky Pickett in the attached Assignment of Developer Control Agreement.
2. Affiant received the rights as Declarant under the Declaration of Protective Covenants, Restrictions, Easement Rights and Liens for Colonial Oaks as recorded in Instrument No. 20071106000512030 and as amended in Instrument 20080618000249120 in the records of the Judge of Probate Shelby County, Alabama.

FURTHER, Affiant sayeth naught.


Ricky Pickett

State of Alabama
County of Shelby

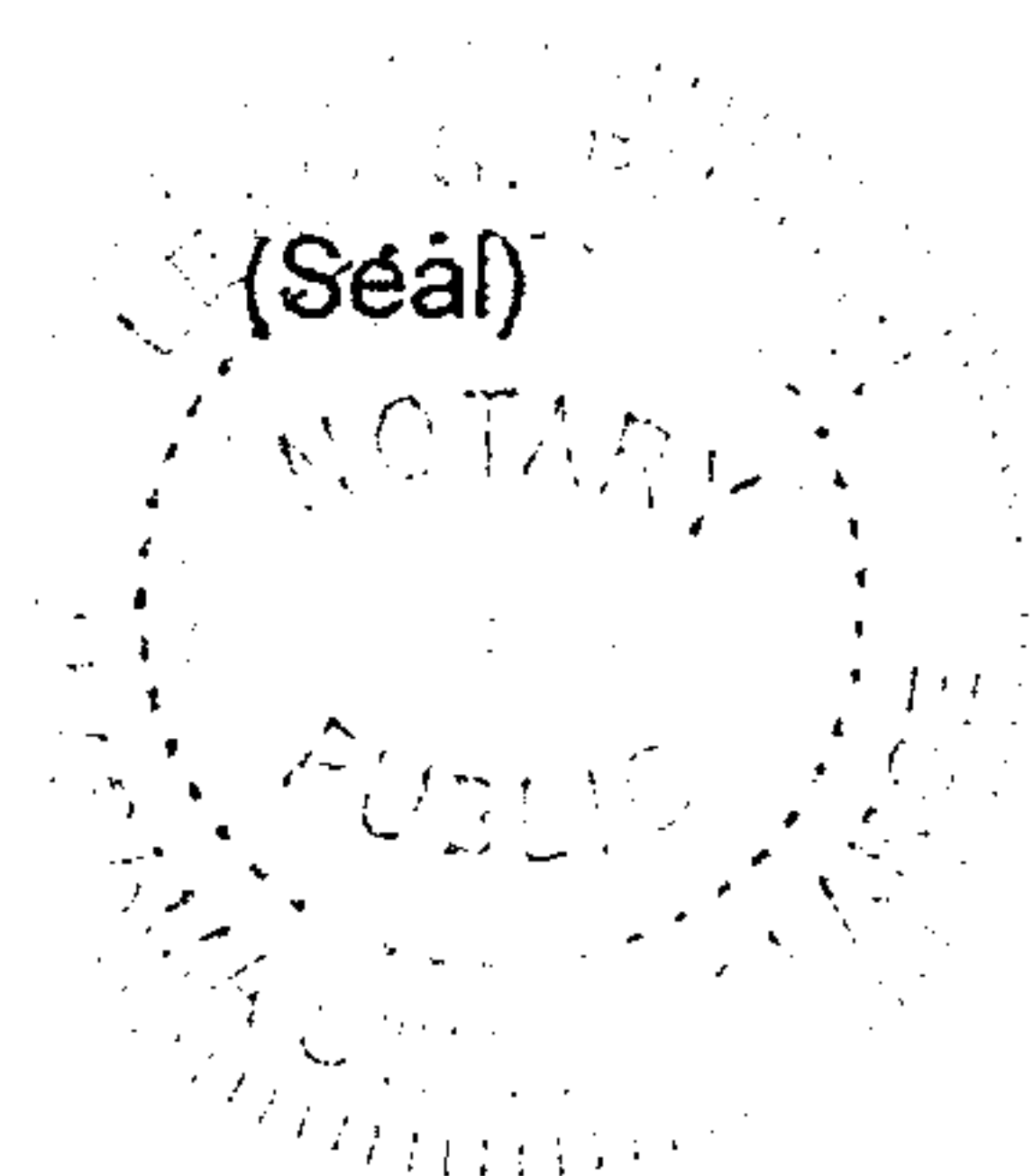
I, the undersigned Notary Public, in and for the State of Alabama, County of Shelby, do hereby certify that Ricky Pickett, is signing to the above and foregoing instrument, as who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, he, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office on this the 15th day of November, 2016


Notary Public
Print Name: Leah S. Pinion

Leah S. Pinion
Notary Public, Alabama State at Large
My Commission Expires Dec. 18, 2017

Prepared by:
John W. Monroe, Jr.
Emmanuel, Sheppard & Condon
30 S. Spring St.
Pensacola, FL 32501
A0458-137887 rfk



ASSIGNMENT OF DEVELOPER CONTROL AGREEMENT

This Assignment of Developer Control Agreement is made the below date by and between Union State Bank and Ricky Pickett.

WHEREAS, Sherwood, Inc. was the initial developer of Colonial Oaks Subdivision located in Shelby County, Alabama;

WHEREAS, Sherwood Inc. was the "Declarant" and "Developer" as those terms are defined in the "Colonial Oaks Subdivision Phase One Amended and Restated Declaration of Protective Covenants, Restrictions, Easements, Rights and Liens" (the "Declaration");

WHEREAS, Sherwood Inc. authority as Declarant and Developer was assigned to Union State Bank; and

WHEREAS, Ricky Pickett desires to receive from Union State Bank, and Union State Bank desires to transfer to Ricky Pickett, all of Union State Bank's rights, title and interests as the "Declarant" and "Developer".

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Union State Bank hereby assigns, conveys and transfers any and all interest it possesses as "Declarant" and "Developer" under the Declaration. Ricky Pickett is now the "Declarant" and "Developer" under the Declaration.
2. Ricky Pickett is not assuming, nor shall he in any way be liable or responsible for, any liabilities, obligations or debts of Union State Bank, whether accrued, absolute, contingent or otherwise, arising before or after this Agreement.


(Signatures on Following Page)

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Union State Bank
Signature: [Signature]
By Its: Vice Pres. [Signature]
Title

Date: 10/31/16

Ricky Pickett
Signature: Ricky Pickett


20161109000413490 3/5 \$27.00
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ASSIGNMENT OF DEVELOPER CONTROL AGREEMENT

This Assignment of Developer Control Agreement is made the below date by and between Sherwood, Inc. and Ricky Pickett.


WHEREAS, Sherwood, Inc. was the initial developer of Colonial Oaks Subdivision located in Shelby County, Alabama;

WHEREAS, Sherwood Inc. is the "Declarant" and "Developer" as those terms are defined in the "Colonial Oaks Subdivision Phase One Amended and Restated Declaration of Protective Covenants, Restrictions, Easements, Rights and Liens" (the "Declaration"); and

WHEREAS, Ricky Pickett desires to purchase from Sherwood, Inc., and Sherwood, Inc. desires to sell to Ricky Pickett, all of Sherwood, Inc.'s rights, title and interests as the "Declarant" and "Developer".

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Sherwood, Inc. hereby assigns, conveys and transfers any and all interest it possesses as "Declarant" and "Developer" under the Declaration. Ricky Pickett is now the "Declarant" and "Developer" under the Declaration.
2. Ricky Pickett is not assuming, nor shall he in any way be liable or responsible for, any liabilities, obligations or debts of Sherwood, Inc., whether accrued, absolute, contingent or otherwise, arising before or after this Agreement.


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(Signatures on Following Page)

Sherwood, Inc.

Signature: William L. Robinson

By Its: President
Title

Date: 10-18-16

Ricky Pickett

Signature: Ricky Pickett

Leah S. Pinion
Notary Public, Alabama State at Large
My Commission Expires Dec. 18, 2017

Leah S. Pinion



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