

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS is made and entered into as of the 28 day of October, 2017, by **THE CWD, L.L.C.**, an Alabama limited liability company (the "Declarant").

RECITALS

Declarant is the owner of that certain real property situated in Shelby County, Alabama as described in Section 1.34 below. The Declarant desires to own, develop, improve, lease and sell the Property for retail, commercial and office purposes, subject to certain easements, covenants, conditions, restrictions, requirements and obligations for the purpose of promoting the common good and general welfare of all Owners and thereby enhancing and protecting the value, desirability, and attractiveness of such Property.

Declarant has contemporaneously herewith caused the Association to be formed as an Alabama nonprofit corporation for the purposes of managing and maintaining the Common Property and the Common Property Improvements, establishing the Association Budget therefor, and paying all costs and expenses incurred by the Association in connection therewith, making Assessments and otherwise taking all action which the Association is obligated and authorized to undertake hereunder.

NOW, THEREFORE, Declarant does hereby declare that all of the Property shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to the following easements, covenants, conditions, restrictions, charges, liens and regulations, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Property, and their respective heirs, executors, administrators, personal representatives, successors and assigns.

ARTICLE I DEFINITIONS

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

1.1 **Access Agreement**. The term "Access Agreement" shall mean and refer to that certain Access Agreement dated May 1, 2017 between Declarant, Dantract, Inc. and EBSCO setting forth the rights and obligations of the Owners with respect to Tattersall Boulevard, which Access Agreement is recorded in the Probate Office as Instrument #20170508000160140.

1.2 **Adjacent Commercial Subdivision**. The term "Adjacent Commercial Subdivision" shall mean and refer to the real property and any Improvements situated thereon lying adjacent to the Property, more particularly described as Lots 1A, 2A, 3A, 4A and 5A according to the Final Record Plat of a Resurvey of the Crossroads, as recorded in Map Book 30, page 62, of the Probate Office, a copy of which plat is attached hereto, marked as Exhibit C.

1.3 **Allocated Share Percentage.** The term “Allocated Share Percentage” shall mean and refer to the percentage obtained by dividing the gross square footage of each Owner’s Lot or Lots by the total gross square footage of all the Lots. The Allocated Share Percentage shall be determined according to the square footages for each Lot as depicted on the Subdivision Plat (as it may be amended or modified from time to time in accordance with the provisions of this Declaration).

1.4 **Articles of Incorporation.** The term “Articles of Incorporation” shall mean and refer to the Articles of Incorporation of the Association and all amendments thereto.

1.5 **Assessment.** The term “Assessment” shall mean any charges assessed against an Owner pursuant to Article VII hereof.

1.6 **Association.** The term “Association” shall mean the Crossroads Northeast Owners’ Association, Inc., an Alabama nonprofit corporation, its successors or assigns.

1.7 **Berm.** The term “Berm” shall have the meaning assigned to it in Section 3.8 hereof.

1.8 **Board.** The term “Board” shall mean and refer to the Board of Directors of the Association and their duly elected successors as may be provided in the Articles of Incorporation and Bylaws.

1.9 **Building.** The term “Building” shall mean and refer to any building or other structure constructed or situated on any portion of the Property.

1.10 **Bylaws.** The term “Bylaws” shall mean and refer to the bylaws of the Association, as the same may be amended from time to time.

1.11 **Common Expenses.** The term “Common Expenses” shall mean and refer to all expenditures made or incurred by or on behalf of the Association, including, without limitation, those expenses described in Section 7.4(c) below.

1.12 **Common Property.** The term “Common Property” shall mean and refer to the tracts appearing on the Plat designated for the common use and enjoyment of the Owners and/or the public at large, as such areas are specifically depicted on the Plat as an easement area, the Storm Water Drainage System, the Private Road and the Detention Area (as such terms are defined herein). Such interest or interests may include, without limitation, estates in fee, easements, leaseholds, or licenses.

1.13 **Common Property Improvements.** The term “Common Property Improvements” shall mean and refer to all real and personal property now or hereafter owned, leased or maintained by the Association within the Development for the common use and enjoyment of all the Owners, which shall include (a) all signage for the Development, (b) street lights, sidewalks, paths, walls, fences, improvements, landscaping and landscaped or other areas adjacent to any public or private roadways which provide ingress to and egress from any portion of the Development, (c) the beneficial estate created in and by the Subdivision Plat for easements for public utilities, storm

sewers, storm ditches and the Detention Area, (d) the Storm Water Drainage System, (e) all public utility lines, pipes, ducts, conduits, equipment, machinery and other apparatus and appurtenances which are located in the Common Property or serve Lots within the Development, (f) the Private Road (g) any other areas or improvements on or within the Development which are designated by the Association as Common Property Improvements from time to time. The designation of any land and/or improvements as Common Property shall not mean or imply that the public at large acquires any easement of use or enjoyment or any other rights, licenses or benefits therein or to the use thereof.

1.14 **Declaration**. The term "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions and Easements and all amendments thereto.

1.15 **Declarant**. The term "Declarant" shall have the meaning provided in the first paragraph of this Declaration, together with their successors and assigns.

1.16 **Detention Area**. The term "Detention Area" shall have the meaning assigned to it in Section 3.9 hereof.

1.17 **Development**. The term "Development" shall mean and refer to the Property and all Improvements thereon.

1.18 **Development Period**. The term "Development Period" shall mean and refer to the period of time commencing upon the execution date of this Declaration, and terminating upon the sale of the last Lot owned by the Declarant to an Owner, who is not also Declarant or an affiliate of Declarant.

1.19 **EBSCO**. The term "EBSCO" shall mean the EBSCO Industries, Inc., a Delaware corporation, and its successors and assigns, being the successor in interest in and to the rights of Daniel Oak Mountain Limited Partnership, an Alabama limited partnership, as the Developer under the Greystone Declaration.

1.20 **Excavation Covenant**. The term "Excavation Covenant" shall mean and refer to the covenant made by CWD in favor of Hoover affecting Lot 3, Lot 4 and Lot 5, pursuant to that certain Statutory Warranty Deed given by CWD in favor of Hoover dated February 9, 2004 and recorded in the Probate Office as Instrument # 20040331000164680, and re-recorded as Instrument # 20050623000312520.

1.21 **Governmental Authority**. The term "Governmental Authority" shall mean any and all city, county, state and federal governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of the Development, including, but not limited to, Hoover.

1.22 **Greystone Declaration**. The term "Greystone Declaration" shall mean that certain Greystone Commercial Declaration of Covenants, Conditions and Restrictions dated as of October 16, 1990, recorded in the Probate Office in Book 314 at Page 506.

1.23 **Hoover**. The term “Hoover” shall mean the City of Hoover, Alabama.

1.24 **Improvement**. The term “Improvement” shall mean and refer to all Buildings and any other device or other improvement constructed, erected or placed upon any Lot which in any way affects the exterior appearance of any Lot, Building or any portion of the Property. Improvements shall include, by way of illustration and not limitation, buildings, foundations, underground utilities, roads, driveways, walkways, paving, curbing, parking areas, trees, shrubbery, landscaping, fences, screening, walls, signs and any other artificial or man-made changes or alterations to the natural condition of any Lot.

1.25 **Lot**. The term “Lot” shall mean one of the six (6) Lots described on the Subdivision Plat referenced in Exhibit A attached hereto, until such time as a Lot or Lots may be further subdivided, to be evidenced by a subdivision plat approved by the Association, and all of the Governmental Authorities and recorded in the Probate Office.

1.26 **Member**. The term “Member” shall mean and refer to every person or entity holding membership in the Association, as set forth in Article IV.

1.27 **Mortgage**. The term “Mortgage” shall mean and refer to any mortgage, deed of trust or other security instrument encumbering a Lot, Building or any portion of the Property or any interest therein and which shall have been duly and properly recorded in the Probate Office.

1.28 **Mortgagee**. The term “Mortgagee” shall mean and refer to the holder of any Mortgage.

1.29 **Occupant**. The term “Occupant” shall mean and include any Owner and any guest, tenant, agent, employee, invitee or licensee thereof and any other person who occupies or uses any Lot or Building within the Development. All actions or omissions of any Occupant is and shall be deemed the action or omission of the Owner of such Lot or Building.

1.30 **Owner**. The term “Owner” shall mean and refer to the record owner, including Declarant, of fee or ground leasehold title to any Lot or Building, 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 unless and until such Mortgagee has foreclosed on its Mortgage and purchased such Lot or Building at the foreclosure sale held with respect to the foreclosure of such Mortgage or taken a deed-in-lieu of foreclosure thereof which deed-in-lieu has been recorded at the Probate Office, (ii) any lessee, purchaser, contract purchaser or vendor who has an interest in any Lot solely by virtue of a lease, contract, installment contract or other agreement other than any ground lessee.

1.31 **Perimeter Grounds**. The term “Perimeter Grounds” shall be as defined in Section 6.1(a) hereof.

1.32 **Private Road**. The term "Private Road" shall mean the road previously constructed by Declarant providing access from each Highway 280 and Tattersall Boulevard, commonly known as Adena Lane and as shown on the Subdivision Plat.

1.33 **Probate Office**. The term "Probate Office" shall mean the Probate Office of Shelby County, Alabama.

1.34 **Property**. The term "Property" shall mean and refer to that certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

1.35 **Storm Water Drainage System**. The term "Storm Water Drainage System" shall mean all storm drains and sewers, drainage and/or watershed protection or retention/detention ponds, lakes, basins or other areas and facilities, including the Detention Area, now or hereafter located on the Property or serving any portion of the Property for the drainage of water from each Owner's Lot or Lots across or through the Property to the Detention Area as such Storm Water Drainage System is depicted on Exhibit B-2.

1.36 **Subdivision Plat**. The term "Subdivision Plat" or "Plat" shall mean, collectively, (i) the Final Record Plat of The Crossroads Northeast recorded in the Probate Office at Map Book 35, Page 29 and attached hereto marked as Exhibit B, and (ii) the Resurvey of Lot 1 of The Crossroads Northeast recorded in the Probate Office at Map Book [____], Page [____] and attached hereto marked as Exhibit B-1.

1.37 **Tattersall Boulevard**. The term "Tattersall Boulevard" shall mean that certain private road immediately west of and adjacent to the Property, and more particularly described in the Access Agreement.

1.38 **Turnover Date**. The term "Turnover Date" shall mean the **earlier** of (a) the expiration of the Development Period, or (b) ten (10) years after the date this Declaration is recorded.

ARTICLE II

PROPERTY SUBJECT TO THE DECLARATION

2.1 **General Declaration**. Declarant hereby declares that the Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens and regulations of this Declaration and the Property, any part thereof and each Lot, Building or Improvement thereon 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 the Property and shall be binding upon and inure to the benefit of all Owners and Occupants of the Property, any Lot comprising part of the Property and any Building or Improvement thereon.

2.2 **Mutuality of Benefit and Obligation.** The provisions of this Declaration are made (a) for the mutual benefit of each Lot and Building, (b) to create reciprocal rights and obligations between the respective Owners and all future and subsequent Owners of any Lot within the Development and (c) to create a privity of contract and estate between the Owners, their respective heirs, successors and assigns.

2.3 **Subdivision.** No Lot may be subdivided or resubdivided without the prior written approval of Declarant (prior to the Turnover Date) or the Association (after the Turnover Date); provided, however, that the provisions of this Section 2.3 shall not be applicable to the subdivision, resubdivision or combination of any Lots or other real property owned by Declarant. Subject to Section 2.4, no changes to the Private Road may be made without the consent of all Owners. The terms subdivision and resubdivision, as used in this Section 2.3, shall include any land condominium, time-sharing, time-interval or similar right-to-use programs, provided, however, that the foregoing shall not prohibit the use of any condominium form of ownership of any Building.

2.4 **Dedication of Private Road.** Declarant does hereby establish and reserve for itself, the Association, and their respective agents, employees, representatives, invitees, licensees, successors and assigns, the right, but not the obligation, to dedicate and grant to Hoover the Private Road for use and maintenance as a public right of way. In order to dedicate the Private Road to Hoover prior to the Turnover Date, Declarant, without the need of obtaining consent or approval of any Owners, Occupants or Mortgagees of any Lot, may execute and submit to Hoover all documents, materials or instruments required by Hoover and may appear on behalf of the Association and the Owners to effectuate a dedication of the Private Road to Hoover. Each Owner, by acceptance of a deed to or other conveyance of a Lot, consents to the future dedication of the Private Road to Hoover and vests in Declarant (prior to the Turnover Date) the authority to represent the Association with respect to such dedication proceedings.

2.5 **Tattersall Boulevard.** Access to, use and maintenance of Tattersall Boulevard is governed by and subject to the Access Agreement.

ARTICLE III **EASEMENTS**

3.1 **Grant of Non-Exclusive Easements to Owners.** Subject to the terms and conditions of this Declaration and the rules, regulations, fees and charges from time to time established by the Association, Declarant does hereby grant to each Owner and Occupants, in common with Declarant, its successors and assigns, all other Owners and Occupants, the following non-exclusive rights, privileges and easements for (i) the right of passage and use upon, over, through and across the paved and unpaved portions Private Road for the purposes of pedestrian and vehicular access, ingress and egress, (ii) the right of access to and use and enjoyment of the Common Property and (iii) the right to use all Common Property Improvements. The easement and rights granted pursuant to this Section 3.1 are and shall be permanent and perpetual, are nonexclusive, are appurtenant to and shall pass and run with the title to each Lot or Building.

3.2 **Grant of Easement to Governmental Authorities.** Declarant does hereby grant to each branch, bureau, department and agency of the Governmental Authorities and their respective agents, employees and representatives, a permanent, perpetual and nonexclusive easement over, across, through and upon the Property for the purposes of performing such duties and activities related to law enforcement, fire protection, road repair and maintenance, trash, garbage and refuse collection, building inspection services, mail and package delivery, medical and emergency services and any other functions or duties to be performed by the Governmental Authorities as shall be required or appropriate from time to time.

3.3 **Reservation of General Access Easement.** Declarant does hereby establish and reserve for itself, the Association, and their respective agents, employees, representatives, invitees, licensees, successors and assigns, a permanent and perpetual nonexclusive easement appurtenant over, across, through and upon each Lot for the purpose of providing ingress to and egress from each Lot for (a) inspecting each Lot and any Improvements thereon in order to determine compliance with the provisions of this Declaration and (b) the performance of any of the duties or rights of Declarant hereunder, including, without limitation, taking any action required or permitted to be taken by Declarant pursuant to any of the terms or provisions of this Declaration; provided, however, that upon completion and occupancy of any Building, then except in the event of emergencies, the foregoing easement shall be utilized only during normal business hours and then, whenever practicable, only upon advance notice to the Owner or Occupant of such Lot or Building directly affected thereby.

3.4 **Reservation of Easements With Respect to Common Property.**

(a) **Easement Upon Common Property.** Declarant does hereby establish and reserve for itself, the Association and their respective agents, employees, representatives, invitees, successors and assigns, a permanent and perpetual non-exclusive easement appurtenant, over, across, under, through and upon all of the Common Areas for the purpose of (i) constructing Buildings and other Improvements in and to any Lots and Buildings, (ii) installing, maintaining, repairing and replacing any other Improvements to the Property or to the Common Property, including, without limitation, sidewalks, walkways, utility lines, equipment and facilities, signage and traffic directional signs and (iii) doing all other things reasonably necessary and proper in connection therewith; provided, however, that, unless otherwise set forth herein, Declarant shall have no obligation to undertake any of the foregoing.

(b) **Changes in Common Property.** Declarant does hereby establish and reserve unto the Association and its successors and assigns the right to change or modify the Common Property owned by the Association. Subject to Section 2.4, no changes to the Private Road may be made without the consent of all Owners.

(c) **Conveyance of Common Property.** Declarant shall convey any interest it may have in the Common Property to the Association within thirty (30) days after the earlier of (a) the expiration of the Development Period, or (b) ten (10) years after the date this Declaration is recorded. Such deed of conveyance transferring title of the Common Property to the Association may contain

appropriate restrictions and assurances that such property shall be reserved for the common use and enjoyment of the Owners.

3.5 **Reservation of Easement for Utilities.** Declarant does hereby establish and reserve unto the Association, and its successors and assigns, a permanent and perpetual nonexclusive easement appurtenant, over, across, under, through and upon all portions of all Common Property and Lots for the purpose of (a) installing, erecting, replacing, relocating, maintaining and operating all utilities necessary or convenient for the use of any portion of the Development, including, without limitation, publicly or privately owned and operated electrical, gas, telephone, water and sewer services, storm drains and sewers, drainage systems, retention/detention ponds (including, but not limited to, the Detention Area), lakes, basins and facilities, lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances necessary or otherwise reasonably required in order to provide any utility service to any portion of the Development. The easements established and reserved herein shall include the right to cut and remove trees, undergrowth and shrubbery, to grade, excavate or fill and to otherwise take all other action reasonably necessary to provide economical and safe installation, maintenance, repair, operation and replacement of all such utility services and the systems, equipment and machinery used to provide the same. Notwithstanding anything provided in this Section 3.5 to the contrary, the utilization of any of the easements and rights established, reserved and granted pursuant to this Section 3.5 shall not adversely affect any Owner's use, development or future development of such Owner's Lot, and Declarant or Association, as the case may be, shall repair all damage caused by the use of such easement.

3.6 **Reservation of Maintenance Easement.** Subject to the terms and provisions of Article VI below, Declarant does hereby establish and reserve unto the Association, and its successors and assigns, a permanent and perpetual right and easement to enter upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash so as to maintain reasonable standards of health, fire safety and appearance within the Development; provided, however, that such easement shall not impose any duty or obligation upon the Association to perform any of the foregoing actions.

3.7 **Intentionally omitted**

3.8 **Excavation Covenant.**

(a) Each Owner of Lot 3, Lot 4 and Lot 5, by acceptance of a deed to or other conveyance of any of such Lots, acknowledges and consents that such Lots shall be subject to the Excavation Covenant and any rights or restrictions associated with the berm as shown on the Subdivision Plat (the "**Berm**").

(b) Declarant does hereby grant to the Association and each of their respective successors and assigns, a permanent, perpetual and non-exclusive easement appurtenant over, across, through and upon Lot 3, Lot 4 and Lot 5 for the purpose of enforcing the Excavation Covenant and any maintenance obligations associated with the Berm; provided, however, that nothing contained in this Section 3.8 shall obligate Declarant to undertake any maintenance or other responsibilities with respect to the Excavation Covenant or the Berm.

3.9 **Detention Area.** The Storm Water Drainage System for the Property was engineered, designed, constructed and installed in such a manner as to provide drainage for the Property into the storm water detention area located part on lands owned by EBSCO and part on Lot 3 of the Property as depicted on the Plat (the “**Detention Area**”). The Storm Water Drainage System was also designed to direct storm water from not only the Property, but also the Adjacent Commercial Subdivision and US Highway 280 runoff. Maintenance of the Detention Area shall be the responsibility of the Association in conjunction with the owners of the Adjacent Commercial Subdivision and EBSCO, pursuant to the Greystone Declaration and pursuant to the recorded plat and declaration governing the Adjacent Commercial Subdivision. Declarant acknowledges that as of the date this Declaration was recorded, no assessments have been imposed by EBSCO against the Property for the use or maintenance of the Detention Area.

ARTICLE IV **ASSOCIATION**

4.1 **Membership.** The Owner of each Lot shall be a Member of the Association (a “**Member**”). Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot; provided, however, that (a) prior to the Turnover Date Declarant shall be deemed a Member and shall have the voting rights set forth in Sections 4.2 and 4.3 below, (b) in the event any Lot is owned by more than one (1) person, then the Owners of such Lot shall, by written notice to the Board, designate only one (1) representative to serve as a member of the Association who shall exercise all voting rights attributable to the Lot owned by such Owners and (c) no Mortgagee shall become a member of the Association until such time, if at all, that the Mortgagee becomes an Owner by virtue of foreclosure of its Mortgage and title to such encumbered Lot is vested in Mortgagee pursuant to a duly recorded deed. The transfer or conveyance of fee title to any Lot (other than by a Mortgage as security for the payment of an obligation), shall automatically include the transfer of all membership rights of such Owner in the Association with respect to the Lot transferred and conveyed, notwithstanding any failure of the transferor to endorse to its transferee any certificates, assignments or other evidence of such membership. Membership or the rights and benefits in the Association may not be transferred, assigned, conveyed or otherwise alienated in any manner separately and apart from the ownership of a Lot. Each Member shall at all times comply with the provisions of this Declaration, the Articles of Incorporation, the Bylaws and all rules and regulations which may from time to time be adopted by the Board or the Members.

4.2 **Board.** The Board shall have the rights and duties set forth in the Articles of Incorporation and the Bylaws. Prior to the Turnover Date, Declarant shall have the sole and exclusive right to appoint and remove, with or without cause, all of the members of the Board. From and after the Turnover Date, the Members shall have the exclusive right to appoint and remove all members of the Board in accordance with the terms and provisions of the Bylaws. All actions required or permitted to be taken by the Association shall, unless otherwise expressly provided herein to the contrary, be by the majority vote of the members of the Board. Each Owner, by acceptance of a deed to a Lot, vests in Declarant the sole and absolute authority to appoint and remove all of the members of the Board until the occurrence of the Turnover Date. Members of the Board need not be residents of the State of Alabama, Owners or members of the Association, but must be individuals.

4.3 **Voting Rights.** Subject to the rights reserved to Declarant herein and in the Articles of Incorporation and Bylaws, the Owner of each Lot shall be entitled to that number of votes equal to such Owner's Allocated Share Percentage. For purposes of this Section 4.3, Declarant shall be deemed to be the Owner of and entitled to all voting rights attributable to any Lots owned by Declarant.

4.4 **Duties and Powers of Association.** In addition to the rights, duties, responsibilities and obligations of the Association otherwise set forth in this Declaration, the Association shall have the power to do, cause to be done and otherwise perform or cause to be performed any of the duties and powers set forth in the Articles of Incorporation and the Bylaws. The Association may exercise any other right or privilege granted to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. In the event of any conflict, ambiguity or inconsistency between this Declaration, the Articles of Incorporation, the Bylaws or any rules and regulations adopted from time to time by the Association, then the provisions of this Declaration, the Articles of Incorporation, the Bylaws and any rules and regulations adopted by the Association, in that order, shall prevail and each Owner, by acceptance of a deed or other conveyance to a Lot, covenants and agrees to vote in favor of and execute any amendments as may be necessary to remove or alleviate any such conflict, ambiguity or inconsistency. The powers of the Association shall include, but not be limited to, (a) the power to purchase or lease one or more Lots and/or Buildings and any other real or personal property, whether tangible or intangible, and to hold, lease, mortgage, sell and otherwise convey the same, (b) subject to the provisions of this Section 4.4, the right to borrow money for the purpose of acquiring additional Common Property, for constructing, repairing, maintaining or improving the Common Property Improvements or any portion thereof or for providing any of the services authorized herein, (c) subject to the provisions of this Section 4.4, the right to give Mortgages or other security instruments encumbering all or any part of the Common Property as security for any loan obtained by the Association; provided, however, that the lien and encumbrance of any such Mortgage shall be subject and subordinate to all of the rights, interests, privileges, easements, licenses, and options reserved or established herein for the benefit of Declarant, the Association and all Owners and Occupants, (d) the right to grant and accept easements, (e) the right to dedicate or transfer from the Association fee simple title to all or any portion of the Common Property to any Governmental Authority or other entity for the maintenance and protection as a natural, undisturbed buffer area, and (f) the right to arrange with any of the Governmental Authorities or any public or private utilities or others, for the furnishing of trash collection, water, sewer and/or security services for the Common Property. For so long as Declarant shall own any Lot, the Association shall not, without the unanimous consent of each Owner, borrow money or pledge, mortgage, encumber, sell or otherwise convey any interest it may have in the Common Property or Common Property Improvements.

4.5 **Indemnification.**

. The Association shall and does hereby indemnify, defend and agree to hold each and every officer, agent, representative and member of the Board harmless from and against any and all expenses, including court costs and reasonable attorneys' fees, suffered, paid or incurred by any of them in connection with any action, suit or other proceeding (including the settlement of any suit or

proceeding approved by the Board) to which such person may be made a party by reason of being or having been an officer, agent, representative or member of the Board. The officers, agents, representatives and members of the Board shall not be liable for any mistake in judgment, negligence or otherwise except for their own willful misconduct or reckless disregard of duty, as finally determined by a court of competent jurisdiction. The officers, agents, representatives and members of the Board shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall and does hereby indemnify, defend and agree to forever hold each such officer, agent, representative and member of the Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification obligations and rights provided for herein shall not be exclusive of any other rights to which any officer, agent, representative or member of the Board may be entitled, including anything provided to the contrary contained in the Articles of Incorporation or the Bylaws. The Association shall maintain adequate general liability and, to the extent financially feasible, officers and directors liability insurance in order to fulfill its obligations under this Section 4.5 and the costs of such insurance shall constitute a Common Expense.

ARTICLE V

USE AND DEVELOPMENT RESTRICTIONS

5.1 **Use Restrictions.** Without the prior written consent of Declarant (prior to the Turnover Date) and of the Association (after the Turnover Date), which may be withheld or conditioned in Declarant's sole discretion, the Lots shall not be used for any of the following:

- (a) single or multi-family residential housing;
- (b) trailer courts;
- (c) labor camps;
- (d) junk yards;
- (e) boring, mining, quarrying, exploring, refining, extraction or excavation for stone, oil, gas, coal, hydrocarbons, gravel, earth or other minerals;
- (f) dumping, disposal, incineration or reduction of garbage, sewage or refuse;
- (g) cemeteries;
- (h) stockyards or animal slaughter houses;
- (i) jails, prisons or work farms;
- (j) industrial manufacturing operations; or
- (k) farming.

5.2 **Plan Approval.** No Building or other Improvements of any nature whatsoever shall be constructed on any Lot unless such Building or other Improvements have been approved by the Association, such approval to include all exterior lighting, fencing, satellite dishes, antennae, rooftop equipment, storm water detention plans and utility plans.

5.3 **Underground Utilities.** All utility lines, pipes, conduit and wiring for electrical, gas, telephone, water, sewer, cable television, security and any other utility service for any portion of the Property shall be installed and maintained below ground.

5.4 **Landscaping.**

(a) The landscaping plan for each Lot or Building in the Development shall be submitted to the Association for approval. No Owner shall be allowed to divert or obstruct surface water from its drainage channels or otherwise divert or obstruct surface water so as to adversely impact adjoining or neighboring Lots or Buildings, or the Common Property.

(b) All landscaping for a Lot shall be completed in accordance with the landscaping plan approved by the Association no later than ninety (90) days following the issuance of a certificate of occupancy for the Building situated thereon.

(c) No hedge or shrubbery planting which obstructs sight-lines of streets and roadways shall be placed or permitted to remain on any Lot where such hedge or shrubbery interferes with traffic sight-lines for roadways providing ingress to or egress from the Development or any portion thereof.

5.5 **Parking and Roadways.**

(a) Each Lot shall provide off-street parking which meets the then applicable minimum requirements of Governmental Authorities. All parking areas on each Lot shall (i) be paved to provide dust-free, all weather surfaces, (ii) be adequate in the area and number of parking spaces provided, (iii) contain adequate driveways and space for the movement of vehicles, (iv) meet at grade with connecting public or private streets, (v) be striped to designate parking spaces, and (vi) be landscaped in accordance with the landscaping plan for such Lot as submitted to and approved by the Association. Each Owner and Occupant shall maintain all parking areas and driveways on its Lot clean and clear of all refuse, rubbish, trash or debris of any nature. No parking spaces shall be located on and no parking shall be allowed or permitted within driveway areas, roadway areas, walkways, paths, unpaved areas, landscaped areas or service areas for any Lot.

(b) All roadways located solely within the boundaries of any Lot must (i) be approved by the Association prior to commencement of construction of the same, (ii) be adequate in size to provide sufficient means of ingress and egress to and from the Lot, (iii) be paved to provide dust-free, all weather surfaces, (iv) meet at grade with existing public or private roads, and (v) satisfy and comply with the rules and regulations of all Governmental Authorities. All curb cuts to any public or private roads within the Development shall be subject to the prior written approval of the Association and as applicable, the Governmental Authorities.

(c) No Lot may be utilized to provide access, ingress to or egress from any property which is not within the Development without the prior written approval of the Association.

(d) There is no express or implied easement granted herein for ingress, egress, access or cross parking between and among Lots within the Property.

5.6 **Loading and Storage.** Each Lot shall include a service yard or service area of adequate size and location to facilitate trash removal and for the loading and unloading of

merchandise, materials, and otherwise handling deliveries. Such service yard or service area shall be paved, be located (to the extent practicable) at the rear or the side of the Building on such Lot, and be screened from view from any public or private streets by walls, fencing and/or landscaping as may be approved by the Association. No materials, supplies, equipment or machinery shall be stored outside of a Building nor shall any outside operations be conducted on any Lot without the prior approval of by the Association.

5.7 **Emissions.** Except as may be otherwise approved in writing by the Association, no use shall be permitted to exist or operate upon any Lot or from any Improvements thereon which:

(a) Emits dust, sweepings, dirt, cinders, fumes, odors, radiation, gases or vapors (other than smoke or odors created in the normal course of operation of a restaurant, including a restaurant engaging in open pit cooking) or which discharges liquid or solid wastes or any other harmful matter into the atmosphere or into any stream, river or other body of water. No water or any substance or materials of any kind shall be discharged in violation of any regulations of any of the Governmental Authorities;

(b) Produces intense glare or heat unless such use is performed only within an enclosed or screened area and then only in such manner that the glare or heat emitted will not be discernible from the boundary lines of any Lot;

(c) Creates a sound pressure level in violation of any regulation of any of the Governmental Authorities or which is offensive and creates a nuisance to any other Owner or Occupant;

(d) Allows emissions which would violate any regulation of any of the Governmental Authorities;

(e) Creates a ground vibration that is perceptible, without instruments, at any point beyond the boundary lines of any Lot; or

(f) Results in the production, generation, transportation, treatment, storage, discharge, disposal or use of any petroleum products or any toxic or hazardous chemical, material, substance, pollutants or waste in such quantities or concentrations which would violate the environmental or other rules, regulations, statutes, laws, ordinances or decrees of any of the Governmental Authorities.

5.8 **Utility Meters and HVAC Equipment.** Except as otherwise approved by the Association, all electrical, gas, telephone and cable television meters and junction boxes shall to the greatest extent possible be located at the rear of all Buildings and shall otherwise be screened so as not to be visible from any public or private street. Except as otherwise approved by the Association, all exterior heating, ventilating and air conditioning compressor units and equipment shall be located either within a wholly enclosed equipment room on top of the Building or on the ground level of such Building in such a location and with appropriate screening of either walls or landscaping so that, to the greatest extent possible, the same is not visible from any street.

5.9 **Trash, Rubbish and Nuisances.**

(a) No trash, garbage, rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Development nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Lot or Building which would render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying or owning any other Lots or Buildings within the Development. Noxious or offensive activities shall not be carried on in or from any Lot or Building and each Owner and Occupant shall refrain from any act or use of a Lot or Building which could cause disorderly, unsightly or unkempt conditions, result in the cancellation of or increase in insurance coverage or premiums for any portion of the Development or be in violation of any law, statute, ordinance, rule, regulation or requirement of any Governmental Authority. Any Owner or Occupant who dumps, places or allows trash or debris to accumulate on his Lot or Building or on any other portion of the Development shall be liable to the Association for all costs incurred by the Association to remove the same.

(b) All outdoor refuse collection areas for each Lot shall be located, to the greatest extent practicable, at the rear of the Building on such Lot, shall be visually screened, to the greatest extent practicable, so as not to be visible from or any other street or roadway or any adjacent Lot or Building and shall be maintained in such a manner as to prevent unsightly, unsanitary or offensive odors or accumulations of trash, garbage, debris, rubbish or refuse.

5.10 **Recreational Vehicles and Machinery and Equipment.** No mobile homes, motor homes, trailers, trucks (except as provided below), tractors, tools, construction machinery and equipment of any nature, boats and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery or equipment shall be permitted, stored or allowed to remain on any Lot, unless the same is placed, stored and maintained either within an enclosed structure or within a loading dock area. Any such enclosed structure must be approved by the Association. Notwithstanding the foregoing, the temporary parking of (a) automobiles, pick-up trucks and motorcycles by employees, tenants, licensees or invitees of any Owner on any Lot during business hours or while working in any Building and (b) delivery trucks, vans or other vehicles which are making deliveries to any Building shall be permitted.

5.11 **Signage.** All signage (whether attached to a Building or constructed as a freestanding sign) must be approved by the Association. The approval of any signs and posters, including, without limitation, "for sale", "for lease or rent" signs, political campaign signs and name and address signs, shall be upon such conditions as may from time to time be determined by the Association.

5.12 **Above or Below Ground Tanks and Wells.** No above-ground or below-ground tank for the storage of fuel, water or any other substances shall be located on any Lot. No private water wells may be drilled or maintained and no septic tanks or similar on-site sewage facilities may be installed or maintained on any Lot.

5.13 **Temporary Structures.** No temporary house, trailer, shack, tent, barn, shed, stable, or other outbuilding or structure of any kind, shall be permitted, constructed, installed or allowed to

remain on any Lot or Building; provided, however, that the foregoing shall not be deemed to prohibit (a) temporary structures for social functions or (b) construction trailers utilized during the construction of any Buildings.

5.14 **Construction of Improvements.**

(a) During the construction of any Improvements on any Lot, all construction trash, debris and rubbish on each Lot shall be properly disposed of outside the Development on a regular basis. Used construction materials may be burned on-site so long as such burning does not create a nuisance to other Owners or Occupants, the owners of adjacent properties or violate the laws, ordinances, codes, statutes, rules or regulations of any applicable Governmental Authority; in no event, however, shall any used construction materials or any materials classified by any Governmental Authority as toxic, hazardous or harmful to the health or safety of any person, whether new or used, be buried on or beneath any Lot, Building, Common Property or any other portion of the Development.

(b) During construction, signage, in size and color to be approved by the Association may be posted advertising a Building for sale or lease or containing information identifying the contractor or lender providing financing for the construction of such Building or otherwise identifying what will be constructed on the Lot. All such signs shall be properly removed upon issuance of a certificate of occupancy for such Building.

(c) Upon completion of construction of any Improvements or any Building, all construction machinery, tools and equipment, all unused construction materials and all trash, debris and rubbish shall be removed from the Lot and such Lot and all Improvements thereto shall be kept and maintained in a clean and uncluttered condition.

(d) All Buildings and any other Improvements shall be constructed in compliance with all applicable federal, state, county and local laws, ordinances, rules, regulations and zoning and building code requirements. Each Owner shall be solely responsible for obtaining from the appropriate Governmental Authorities all necessary permits and licenses and otherwise paying all required fees for the construction of any Improvements on such Owner's Lot. Each Owner shall also be responsible for strict compliance with all applicable watershed protection, soil erosion and other governmental requirements, both during and after completion of construction of any Improvements on such Owner's Lot.

(e) Upon completion of the Improvements, the Owner shall be responsible to repair and or replace any curbing, roadways or Common Property or Common Property Improvements damaged during construction.

5.15 **Compliance with Governmental Regulations.** Each Owner and Occupant shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, requirements and code provisions of the Governmental Authorities.

5.16 **Variances.** The Association shall have the exclusive right to grant variances with respect to the provisions of this Article V with respect to any Lot or Building. Any variance request submitted to the Association shall be in writing and, upon approval of the same by the Association, shall be evidenced by a written variance executed by the Association.

5.17 **Subsurface Conditions.** The Property may be located in an area which includes underground mines, tunnels, sinkholes and subsurface conditions which may result in sinkholes or other types of ground subsidence. The approval of plans and specifications by the Association for any Building or other Improvements on a Lot shall not be construed in any respect as a representation or warranty by the Association to the Owner submitting such plans or to any of the successors or assigns of such Owner that the surface or subsurface conditions of such Lot are suitable for the construction of the Improvements contemplated by such plans and specifications. It shall be the sole responsibility of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of any Lot for the construction of any contemplated Improvements thereon.

5.18 **Enforcement and Remedies.** In the event any of the provisions of this Article V are breached or are not otherwise being complied with in all aspects by any Owner or Occupant or the respective tenants, guests, agents, employees or invitees of any Owner or Occupant, then the Association shall have the right, at its option, to (a) enjoin such violation or noncompliance and/or (b) through their designated directors, officers, agents, employees, representatives and independent contractors, enter upon such Lot or Building and take all action necessary to extinguish or correct such violation or breach. All costs and expenses incurred by the Association in enforcing any of the provisions of this Article V, including, without limitation, reasonable attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of any noncompliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred by the Association in connection therewith, shall be paid by such Owner or Occupant who has violated or breached any of the provisions of this Article V, shall constitute an individual Assessment to such Owner pursuant to Section 7.6 below and, if the same is not paid when due, shall be subject to the lien provided for in Section 7.1 below and be subject to foreclosure as provided for therein. Notwithstanding anything provided herein to the contrary, the rights and remedies of the Association set forth herein shall not be deemed exclusive of any other rights and remedies which the Association may exercise at law or in equity or any of the enforcement rights specified in this Declaration.

ARTICLE VI

MAINTENANCE RESPONSIBILITIES

6.1 Responsibilities of Owners.

(a) The maintenance and repair of all Lots, Buildings, all other Improvements and all landscaping and grounds on or within a Lot shall be the responsibility of the Owner of such Lot. An Owner's maintenance obligations hereunder shall also include the landscaping and grounds, if any, between the exterior boundary of the Owner's Lot and the curb and gutter of the adjacent roadway (the "**Perimeter Grounds**"). Each Owner shall be responsible for maintaining its Perimeter Grounds, Lot, Building and all Improvements thereto in a neat, clean and sanitary condition, both

inside and outside of any Buildings or Improvements thereto. Such responsibilities shall include, without limitation, maintaining at all times appropriate paint and stain finishes on all painted or stained surfaces of any Improvements, repaving all drives and parking areas as needed, replacing light fixtures when necessary and maintaining all areas of the Lot in a clean, uncluttered, trash-free condition. No material exterior changes, alterations or Improvements shall be made to any Lot or Building without first obtaining the prior written approval of the same from the Association.

(b) Each Lot and its Perimeter Grounds shall be landscaped by the Owner in accordance with plans and specifications submitted to and approved by the Association. All areas of any Lot and its Perimeter Grounds which are not improved by the construction of a Building or other Improvements thereon shall at all times be maintained by the Owner in a landscaped condition utilizing ground cover and/or shrubbery and trees. Grass, hedges, shrubs, vines and any other vegetation of any type on any Lot shall be cut and trimmed at regular intervals at all times in order to maintain the same in a neat, safe and attractive condition. Trees, shrubs, vines, plants and other vegetation which die shall be promptly removed and replaced with living plants of like kind and quantity. Dead vegetation, stumps, weeds, rubbish, debris, garbage and waste material shall be removed from any Lot and properly disposed of outside of the Development.

6.2 **Responsibilities of Association.**

(a) The Association henceforth shall, to the extent it has received sufficient funds from the Owners through Assessments, maintain and keep in good repair and condition all portions of the Common Property and Common Property Improvements. The Association shall not be liable for injuries or damage to any person or property (i) caused by the elements, acts of God or any Owner or other person, (ii) resulting from any surface or subsurface conditions which may at any time affect any portion of the Property or caused by rain or other surface water which may leak or flow from any portion of the Common Areas onto a Lot or (iii) resulting from theft, burglary or other illegal entry into the Development, any Lot or Building thereof. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken by or performed by the Association hereunder or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association or from any action taken by the Association to comply with any requirements of the Governmental Authorities.

(b) In the event that Hoover accepts for maintenance the Private Road or any other portion of the Common Property or Common Property Improvements, the Association shall be released from all maintenance and repair obligations under this Declaration with respect to such Common Property or Common Property Improvements until such time as Hoover is no longer responsible for the maintenance and repair of such Common Property or Common Property Improvements.

(c) In the event that the Association determines that (i) any Owner has failed or refused to discharge properly its obligations with regard to the maintenance, cleaning, repair or replacement of items for which it is responsible hereunder, or (ii) any maintenance, cleaning, repair or replacement for which the Association is responsible hereunder is caused by the willful or

negligent act of an Owner or Occupant, or their respective tenants, employees, guests, servants, agents, invitees, licensees or contractors and the costs of such maintenance, cleaning, repair or replacement are not paid in full from insurance proceeds, if any, received by the Association with respect thereto, then, in either event, the Association, in addition to the exercise of any of the rights and remedies set forth in this Declaration, may give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner and setting forth in reasonable detail what action is deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner or, if the same is not capable of completion within such fifteen (15) day period, to commence such maintenance, cleaning, repair or replacement and to proceed diligently with the completion of the same in a good and workmanlike manner. In the event of emergency situations or the failure by any Owner to comply with the provisions hereof after such notice, the Association may provide (but shall not be obligated to provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner and said cost shall be a personal obligation of such Owner, shall constitute an individual Assessment to such Owner and shall be subject to the lien and foreclosure rights granted pursuant to Section 7.1 below.

ARTICLE VII **ASSESSMENTS**

7.1 **Assessments and Creation of Lien.** Each Owner of a Lot, by acceptance of a deed or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to this Declaration, is hereby deemed to covenant and agree to pay to the Association (a) annual Assessments, as established and to be collected as provided in Section 7.4 below, (b) special Assessments, to be established and collected as provided in Section 7.5 below, and (c) individual Assessments against any particular Lot or Building which are established or assessed pursuant to the terms of this Declaration, including, but not limited to, any fines as may be levied or imposed against such Lot or Building in accordance with the provisions of this Declaration. All Assessments, together with interest as provided in Section 7.9(a) below, and all court costs and attorneys' fees incurred by the Association to enforce or collect such Assessments, shall be an equitable charge and a continuing lien upon each Lot for which the Owner thereof is responsible for the payment of the same, which lien may be enforced in the manner provided in Section 7.9(c) below. Each Owner shall be liable for the payment of all Assessments coming due while it is the Owner of a Lot and its grantee shall take title to such Lot subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from its grantor any amounts paid by such grantee to the Association which were the legal obligations of the grantor. All Assessments, together with interest at the Applicable Rate, as specified in Section 7.9(a) below, court costs and reasonable attorneys' fees incurred with respect thereto by the Association, shall also be the obligation of the person or entity who was the Owner of the Lot at the time such Assessments and other costs and charges were assessed or incurred. In the event of co-ownership of any Lot, all of the co-Owners shall be jointly and severally liable for the entire amount of such Assessments. Assessments shall be paid within thirty (30) days of billing of the same. All Assessments shall be payable in all events without offset, diminution or abatement by reason of fire, or other casualty, any taking as a result of, in lieu of or in anticipation of the exercise of the right of

eminent domain, condemnation or by private purchase in lieu thereof with respect to any Lot or Building or any other portion of the Development or any other cause or reason of any nature.

7.2 **Purpose of Assessments.** The annual and special Assessments provided for herein shall be used for the general upkeep and maintenance of the Development, including, specifically, the Common Property and Common Property Improvements, all as may be more specifically authorized from time to time by the Association.

7.3 **Uniform Rate of Assessments.** Both annual and special Assessments, as described in Sections 7.4 and 7.5 below, shall be assessed against each Lot or Building in the Property at a uniform rate, with the Owner of each Lot or Building being required to pay his prorata portion of the total aggregate amount of such annual and/or special Assessments. The prorata share of annual and special Assessments payable by each Owner shall equal the product obtained by multiplying the total amount of such annual or special Assessment by such Owner's Allocated Share Percentage at the time such annual or special Assessment is levied.

7.4 **Computation of Annual Assessments.**

(a) The Association shall determine and approve annually an annual budget projecting anticipated Common Expenses for the Common Property and Common Property Improvements for the upcoming year, such budget to include a capital contribution or reserve account if determined necessary by the Association for the capital needs of the Common Property and Common Property Improvements (the "**Association Budget**"). The amount set forth in the Association Budget shall constitute the aggregate amount of annual Assessments for the then applicable year and each Owner shall pay his prorata share of the same as provided in Section 7.3 above. A copy of the Association Budget approved by the Association setting forth the amount of annual Assessments to be levied against the Lots and Buildings for the following year shall be delivered to each Owner not later than ninety (90) days prior to the end of each fiscal year of the Association.

(b) If the Association Budget or the amount of annual Assessments collected by the Association at any time proves to be inadequate or insufficient for any reason to fully pay all Common Expenses, then the Association may modify the Association Budget for the then applicable year and increase the amount of annual Assessments payable by each Owner upon written notice to all Owners. If the actual amount of annual Assessments collected in any one year exceeds the actual costs incurred for Common Expenses for such year, the excess shall be retained by the Association and applied to the next subsequent years' Common Expenses.

(c) The Common Expenses to be funded by the annual Assessments include, but shall not be limited to, the following:

(i) Fees and expenses of administration, including legal and accounting fees, incurred by the Association;

(ii) Utility charges for street lights and any utilities serving any of the Common Property or Property Improvements and charges for other common services for the Property, including, without limitation, trash collection and security services, if any;

(iii) The costs of any insurance policies purchased for the benefit of the Association as required or permitted by this Declaration, including, without limitation, fire, flood and other hazardous coverage, public liability coverage and such other insurance coverage as the Association determines to be in the best interest of the Development, including errors and omissions insurance, directors and officers liability insurance and any other liability insurance coverage for the benefit of the Association or the members of the Board;

(iv) Expenses of constructing, maintaining, operating and repairing the Common Property and Common Property Improvements including but not limited to fees and expenses arising from architectural and engineering services required in connection with such construction, maintenance, operation or repairs; and

(v) Ad valorem real and personal property taxes assessed and levied upon any of the Common Property and Common Property Improvements as of the date hereof and for all subsequent tax years.

(vi) The establishment and maintenance of a reasonable reserve fund or funds (1) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds and (2) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board.

7.5 Special Assessments. In addition to the annual Assessments authorized in Section 7.4 above, the Board may levy in any year special Assessments for Common Expenses or any extraordinary costs incurred by the Association; provided, however, that any such special Assessments (other than special Assessments levied pursuant to Sections 8.1(b) and 8.3(a)(i) below) shall be approved by at least seventy-five percent (75%) of the Allocated Share Percentage of the Members prior to the Turnover Date and thereafter approved by a majority in interest vote according to Allocated Share Percentage, of those Members voting in person or by proxy at the meeting called for the purpose of adopting special Assessments pursuant to the provisions of Section 7.7 below. The Association may make such special Assessments payable in one lump sum or in installments over a period of time which may, in the Board's discretion, extend beyond the then fiscal year in which said special Assessments are levied and assessed. Special Assessments approved pursuant to this Section 7.5 shall be levied against and payable by each Owner in accordance with the provisions of Section 7.3 above.

7.6 Individual Assessments. Any expenses of the Association occasioned by the acts or omission of any Owner or Occupant, or the respective tenants, agents, guests, servants, employees,

invitees or contractors of any Owner or Occupant, shall be specially assessed against such Owners and their respective Lots or Buildings. The individual Assessments provided for in this Section 7.6 shall be levied by the Association and the amount and due date of such Assessment shall be specified by the Association in a notice to such Owner. The provisions of this Section 7.6 shall apply, without limitation, to any individual Assessments levied pursuant to Article V and Section 6.2(c) above and Article X below.

7.7 **Notice of Meetings and Quorum.** Written notice of any meeting of the Association, including, without limitation, any meeting called for the purpose of taking any action authorized in this Article VII shall be sent to all Owners in accordance with the Bylaws.

7.8 **Date of Commencement of Assessments.** The annual Assessments provided for herein shall commence as to each Lot on and as of the date of this Declaration, or the date the Association is formed with the State of Alabama, if sooner.

7.9 **Effect of Non-payment.**

(a) Each Owner of a Lot is and shall be deemed to covenant and agree to pay to the Association all Assessments provided for herein. In the event any Assessments or any portion thereof are not paid within thirty (30) days of the billing date for the same, then the unpaid portion of the Assessment shall accrue simple interest at the lesser of eighteen percent (18%) per annum or the highest rate which may be charged to said Owner by law (the “**Applicable Rate**”) from and after the thirtieth (30th) day following the billing date until the same is paid in full. In the event the Association employs an attorney or otherwise takes any legal action in attempting to collect any amounts due from any Owner, such Owner agrees to pay all reasonable attorneys’ fees, court costs and all other actual expenses paid or incurred by the Association. The lien and equitable charge upon each Lot for Assessments as provided above shall also include interest at the Applicable Rate and all reasonable attorneys’ fees, court costs and all other expenses paid or incurred by the Association in attempting to collect any unpaid Assessments.

(b) In the event any Assessments are not paid by any Owner within thirty (30) days after the billing date of the same, then, in addition to all other rights and remedies provided at law or in equity, the Association may undertake any or all of the following remedies:

(i) The Association may commence and maintain a suit at law against an Owner to enforce such charges and obligations for Assessments and any such judgment rendered in any such action shall include interest at the Applicable Rate, together with reasonable attorneys’ fees, court costs and all other expenses paid and incurred by the Association in collecting such unpaid Assessments; and/or

(ii) The Association may enforce the lien created pursuant to Section 7.1 above in the manner hereinafter provided.

(c) There is hereby created a continuing lien on each Lot, with power of sale, which secures the payment to the Association of any and all Assessments levied against or upon such

Lot and interest at the Applicable Rate and all reasonable attorneys' fees, court costs and all other expenses paid or incurred by the Association in collecting any Assessments. If any Assessments remain unpaid for more than sixty (60) days after the billing date of the same, then the Association may, but shall not be obligated to, make written demand on such defaulting Owner, which demand shall state the date and amount of delinquency. Each default shall constitute a separate basis for a demand and claim of lien, but any number of defaults may be included in a single demand. If such delinquency is not paid in full within ten (10) days after the giving of such demand or, even without giving demand, the Association may file a claim of lien and perfect its lien against the Lot of such delinquent Owner, which claim shall be executed by the Board and contain the following information and be recorded in the Probate Office:

- (i) The name of the delinquent Owner;
- (ii) The legal description and street address of the Lot upon which the lien claim is made;
- (iii) The total amount claimed to be due including interest at the Applicable Rate, collection costs and attorneys' fees incurred to date and a statement, if applicable, that such charges and costs shall continue to accrue and be charged until full payment has been received; and
- (iv) A statement that the claim of lien is made pursuant to this Declaration and is claimed against such Lot in an amount equal to that stated therein.

The lien provided for herein shall be in favor of the Association, shall be for the benefit of all other Owners (other than those Owners in default) and may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time. The Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell any such Lot. Each Owner, by acceptance of a deed to any Lot, shall be deemed to (1) grant to and vest in the Association and/or its agents the right and power to exercise the power of sale granted herein and foreclose the lien created herein, (2) grant to and vest in the Association and/or its agents the right and power to bring all actions against such Owner personally for the collection of all amounts due from such Owner, (3) expressly waive any objection to the enforcement and foreclosure of the lien created herein and (4) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any such suit or action for foreclosure.

7.10 **Subordination of Lien.** Notwithstanding anything provided herein to the contrary, the lien for Assessments and other charges authorized herein with respect to any Lot in the Development is and shall be subordinate to the lien of any Mortgage held by a Mortgagee, but only to the extent that the Mortgage held by any such Mortgagee is recorded in the Probate Office prior to the filing of a claim of lien by Declarant pursuant to Section 7.9(c) above. When a Mortgagee exercises its foreclosure rights provided in its Mortgage and acquires title to or sells to a third party its interest in any Lot, then such Mortgagee or its purchaser or transferee at such foreclosure sale shall (a) not be liable for any Assessments or other charges incurred prior to the date of transfer or

acquisition of title by foreclosure so long as the Mortgage held by such Mortgagee was recorded in the Probate Office prior to the filing of a claim of lien by the Association pursuant to Section 7.9(c) above, but (b) be liable for all Assessments and other charges levied, assessed or incurred with respect to such Lot from and after the date of such foreclosure sale. The foregoing shall not relieve any Owner whose Lot has been foreclosed from the personal obligation to pay all Assessments and any other charges levied, assessed or incurred by the Association and the Association shall have the right to pursue all rights and remedies against a defaulting Owner notwithstanding the foreclosure of a Mortgage by a Mortgagee on such Owner's Lot.

7.11 **Certificates.** The Association or any authorized representative thereof shall, upon request and at such reasonable charges as may from time to time be established by the Association, furnish to any Owner a certificate in writing setting forth whether any unpaid Assessments are due from such Owner and, if applicable, the outstanding amount due and other costs and expenses due from such Owner. Such certificate shall be conclusive evidence of payment of any Assessments stated therein.

ARTICLE VIII

CASUALTY, CONDEMNATION AND INSURANCE

8.1 Damage or Destruction to Common Property Improvements.

(a) In the event of any damage or destruction to any of the Common Property Improvements by fire or other casualty, then, subject to the terms and provisions of this Article VIII, the Association shall promptly repair, replace and restore the damaged portions of the Common Property Improvements to the condition to which they existed immediately prior to such fire or other casualty.

(b) Notwithstanding anything provided in Section 8.1(a) above, in the event the amount of insurance proceeds, if any, recovered as a result of such damage or destruction is insufficient to fully repair, replace and restore the damaged portions of the Common Property Improvements, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, then the Association may levy a special Assessment against all Owners pursuant to Section 7.5, in an amount sufficient to provide funds to pay the remaining costs necessary to repair, replace or restore the Common Property Improvements to the condition as existed immediately prior to such fire or other casualty. Any and all insurance proceeds received by the Association on account of any damage to or destruction of any of the Common Property Improvements or any sums paid to the Association under or by virtue of such special Assessments shall be held by and for the benefit of the Association and shall be disbursed by the Association in payment for the costs of such repair or restoration in such manner as may be determined by the Association. In no event shall the Owner or Mortgagee of any Lot or Building be entitled to any portion of the proceeds of insurance payable as a result of the damage to or destruction of any portion of the Common Property Improvements.

8.2 **Damage or Destruction to Lots and Buildings.** In the event of any fire or other casualty which damages or destroys any portion of any Lot, Building or any other Improvements

thereto, then the Owner of such damaged Lot or Building shall either (a) promptly repair and otherwise restore such Lot, Building or other Improvements to the condition to which the same existed immediately prior to such fire or other casualty; provided, however, that any such restoration or repair shall be subject to compliance with all of the terms and provisions set forth in herein and all then applicable rules, regulations, statutes and ordinances of the Governmental Authorities or (b) if such restoration is impractical or economically infeasible, then such Owner shall promptly clear away the Improvements damaged or destroyed by such fire or casualty and shall leave such Lot and any remaining Improvements thereon in a clean, orderly, safe and sightly condition (including installing appropriate landscaping as approved by the Association). Any such cleaning, restoration or repair shall be accomplished within one hundred eighty (180) days following the occurrence of such fire or other casualty.

8.3 **Condemnation of Common Property.**

(a) In the event of the taking of all or any portion of any of the Common Property as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof, then the award from such taking or sale in lieu thereof shall be paid to the Association and shall be disbursed or held as follows:

(i) To the extent the Common Property subject to such taking can either be restored or replaced, then, to the extent practicable, the Association is hereby empowered, authorized and directed to take such action, including the purchase of any remaining lands within the Development or the utilization of any other Common Property within the Development, to restore, rebuild or replace, as the case may be, those portions of the Common Property subject to such taking. If the award is insufficient to fully defray the cost of such repair or replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, then the Association may levy a special Assessment against all Owners, with at least thirty (30) days' advanced notice to, but without the necessity of a vote of the Owners approving or disapproving the same pursuant to Section 7.5, in an amount sufficient to provide funds to pay the remaining costs of repair, restoration or reconstruction. Further special Assessments may be made by the Association without the necessity of a vote of the Owners approving or disapproving the same, at any time during or upon the completion of any such repair, replacement or restoration of the Common Property if the award received as a result of such taking is insufficient to pay the costs of such repair or restoration.

(ii) To the extent the Common Property subject to such taking cannot be restored or replaced or additional lands within the Development cannot be purchased by the Association in order to repair, replace or restore the Common Property so taken or if the Association shall determine that the portions of the Common Property so taken should not be replaced or restored, then in any such event, the net award from such taking shall be retained by and for the benefit of the Association.

(b) If any portion of the award from any taking remains after restoration or replacement of any of the Common Property, the remainder of such award shall be retained by and for the benefit of the Association, without any claim thereto by any Owner.

8.4 **Condemnation of Lots and Buildings.** In the event that all or any portion of a Lot, Building or any other Improvements thereto is taken as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof, then, to the extent practicable, the Owner of such Lot or Building shall promptly repair, reconstruct, rebuild and otherwise restore the remaining portions of the Lot, Building or any Improvements thereto, as nearly as practicable to the condition to which the same existed immediately prior to such taking; provided, however, that any such restoration shall be subject to all of the terms and conditions set forth herein and all then applicable rules, regulations, statutes and ordinances of the Governmental Authorities. In the event the restoration of such Lot, Building or other Improvements is impracticable, is economically infeasible or would otherwise violate any of the terms and provisions of this Declaration, then such Owner shall promptly clear away any remaining Improvements damaged or destroyed by such taking and shall leave such Lot and any remaining Improvements thereon in a clean, orderly, safe and sightly condition.

8.5 **Insurance.**

(a) The Association shall have the authority to obtain and maintain at all times adequate property and casualty insurance in such form as the Association deems appropriate for the benefit of the Development insuring all insurable Common Property Improvements against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism and malicious mischief, which coverage shall be in an amount, with such insurance carriers, at such costs and with such deductibles as the Association, in its sole discretion, may determine.

(b) The Board shall have the authority to obtain and maintain in effect at all times such public liability insurance coverage covering all of the Common Property in amounts deemed commercially reasonable by the Association and any damage or injury caused by the negligence of the Association, its Board and all Members, officers, agents and employees thereof, in such amounts, with such insurance carriers, at such costs and with such deductibles as the Association, in its sole discretion, may deem necessary or desirable.

(c) The Board shall have the right and authority to obtain workman's compensation insurance, employer's liability insurance and all other types of insurance required by law, including, without limitation, errors and omissions and directors and officers liability insurance coverage, in such amounts, with such insurance carriers, at such costs and with such deductibles as the Association, in its sole discretion, may determine.

(d) All insurance coverage authorized hereunder shall be written in the name of the Association and all costs thereof shall be a Common Expense. To the extent the same may be obtained at a nominal cost, all such policies shall contain a waiver of subrogation clause pursuant to which the insurer waives any claims against the Association, the members of the Board and all officers, agents and employees of the Association.

(e) Each Owner shall be solely responsible for obtaining and maintaining comprehensive public liability, property damage, title and all other types of insurance with respect to its Lot and Building. Each Owner, by acceptance of a deed to or other conveyance of any interest in a Lot does hereby waive and release the Association and its agents, employees, officers and directors from any and all liabilities or responsibilities or any other claim by or through such Owner, by way of subrogation or otherwise, for any loss or damage covered by (or which should be covered by) broad form fire and extended coverage insurance and comprehensive public or general liability insurance coverage maintained or which should be maintained by any Owner as required herein, even if such loss or damage is caused by the fault or negligence of the Association, the Board or any of its agents, employees, officers and directors.

ARTICLE IX

TERM AND AMENDMENTS

9.1 **Term.** The terms, covenants, conditions and restrictions set forth in this Declaration shall run with and bind all of the Property, shall inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, personal representatives, administrators, successors and assigns, and shall be and remain in effect for a period of fifty (50) years from and after the date hereof, after which time this Declaration shall be automatically renewed and extended for successive and continuous periods of ten (10) years each, unless, at any time after fifty (50) years from the date hereof, an agreement executed by the Owners holding at least two-thirds (2/3) of the total votes in the Association agreeing to terminate or modify this Declaration has been recorded in the Probate Office; provided, however, that the rights of way and easements established, granted and reserved in Article III hereof shall continue and remain in full force and effect for the time periods and duration specified therein.

9.2 **Intentionally deleted.**

9.3 **Amendments by Association.** Amendments to this Declaration shall be proposed and adopted by the Association in the following manner:

(a) An amendment to this Declaration may be proposed by either the Board or by the Members. Any such proposed amendment must be approved by the Owners holding at least two-thirds (2/3) of the total votes in the Association; provided, however, that (i) any amendment which materially, substantially and adversely affects the security, title or interest of any Mortgagee must be approved by such Mortgagee; and (ii) any amendment which materially and adversely affects any Lot must be approved by the Owner of such Lot.

(b) Any and all amendments which have been approved in accordance with the provisions of Section 9.3(a) above shall be executed by all parties whose consent to the same is required, including the Owners holding at least two-thirds (2/3) of the total votes in the Association. Any such amendment shall be effective upon recording of the same in the Probate Office.



ARTICLE X

ENFORCEMENT

10.1 **Authority and Enforcement.** In addition to the rights and remedies provided elsewhere in this Declaration, in the event any Owner or Occupant or their respective agents, guests, contractors, employees, licensees or invitees, violates any of the provisions of this Declaration, the Articles of Incorporation, the Bylaws or any other rules and regulations adopted by the Association from time to time, then the Association having the power and right, at its option, to (a) sue to recover sums due, damages, and/or for injunctive relief, and for its costs and expense in connection therewith, including reasonable attorneys' fees, (b) enjoin such violation or noncompliance and/or (c) through their respective designated agents, employees, representatives and independent contractors, enter upon such Lot and take all action necessary to extinguish or correct such violation or breach. All costs and expenses incurred by the Association in enforcing any of the provisions of this Declaration, including, without limitation, reasonable attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of any noncompliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred in extinguishing or correcting such violation or breach, shall be paid by such Owner who has violated or breached any of the provisions of this Declaration and all such costs shall be deemed individual Assessments pursuant to Section 7.6 above. Notwithstanding anything provided herein to the contrary, the rights and remedies of the Association set forth herein shall not be deemed to be exclusive of any other rights or remedies which may be exercised by it either at law or in equity in the event of any violation or breach by any Owner or Occupant of any of the terms and provisions of this Declaration.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 Control by Declarant.

(a) NOTWITHSTANDING ANYTHING PROVIDED TO THE CONTRARY IN THIS DECLARATION, THE ARTICLES OF INCORPORATION, THE BYLAWS, OR IN ANY OTHER DOCUMENT OR INSTRUMENT RELATING TO THE DEVELOPMENT, DECLARANT HEREBY RETAINS THE RIGHT TO APPOINT AND REMOVE ANY MEMBER OR MEMBERS OF THE BOARD OF THE ASSOCIATION AND ANY OFFICER OR OFFICERS OF THE ASSOCIATION PRIOR TO THE TURNOVER DATE PROVIDED, HOWEVER, DECLARANT SHALL HAVE NO RIGHT TO REMOVE A MEMBER OF THE ASSOCIATION, OR SUCH MEMBERS' VOTING RIGHTS. Each Owner, by acceptance of a deed or other conveyance of any interest in a Lot, agrees that prior to the Turnover Date Declarant shall have the authority to appoint and remove members of the Board and officers of the Association in accordance with the foregoing provisions of this Section 11.1 and the provisions of Section 4.2 above.

(b) Following the Turnover Date, Declarant shall have no further or continuing obligation or liability of any kind or nature under this Declaration and Declarant shall be hereby released and discharged from any and all obligations under this Declaration. Upon such release, all obligations of the Declarant hereunder shall be accepted and assumed by the Association.

(c) In the event Declarant conveys all Lots then owned by Declarant to a purchaser hereunder pursuant to a single transaction (the "Successor Declarant"), and such Successor Declarant expressly assumes all rights and obligations of the Declarant hereunder, then Declarant shall be released as set forth in Section 11.1(b), though all rights and obligations of the Declarant hereunder shall remain in full force and effect with respect to such Successor Declarant.

(d) Declarant shall convey any interest it may have in the Common Property and the Common Property Improvements to the Association within thirty (30) days after the earlier of (a) the expiration of the Development Period, or (b) ten (10) years after the date this Declaration is recorded. Such deed of conveyance transferring title of the Common Property and the Common Property Improvements to the Association may contain appropriate restrictions and assurances that such property shall be reserved for the common use and enjoyment of the Owners.

11.2 **Legal Expenses.** In addition to the rights and remedies set forth in this Declaration, in the event the Association through its agents or representatives, undertakes any legal or equitable action which it deems necessary to abate, enjoin, remove or extinguish any violation or breach of this Declaration, then all costs and expenses incurred by it, including, without limitation, reasonable attorneys' fees and court costs, in enforcing any of the terms, provisions, covenants or conditions in this Declaration shall be paid for by the Owner against whom such action was initiated.

11.3 **Severability.** If any provision of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

11.4 **Captions and Headings.** The captions and headings contained in this Declaration are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of this Declaration. The table of contents, cover page and any index to this Declaration are for convenience of reference only and shall not define or limit any of the terms and provisions hereof.

11.5 **Pronouns and Plurals.** All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular.

11.6 **Binding Effect.** The terms and provisions of this Declaration shall be binding upon each Owner, Occupant and Mortgagee and the respective heirs, executors, administrators, personal representatives, successors and assigns of each Owner, Occupant and Mortgagee, and shall inure to the benefit of Declarant, all of the Owners and their respective Mortgagees and their respective heirs, executors, administrators, personal representatives, successors and assigns.

11.7 **Conflict or Ambiguity.** In the event of any conflict or ambiguity in the terms and provisions of this Declaration, the general rules of construction against one party as a result of that

party having drafted this Declaration are hereby waived by each Owner and, to the fullest extent allowed by law, no conflicts or ambiguity shall be resolved in favor or to the advantage of one party as opposed to another in interpreting any ambiguity or conflict contained herein.

11.8 **No Reverter.** No restriction or provision hereof is intended to be or shall be construed as a condition subsequent or a possibility of reverter in favor of Declarant nor shall any provision be deemed to vest any reversionary interest in Declarant.

11.9 **Interpretation.** The provisions set forth and provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board, will best effect the intent of the general plan of the development for the Property. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date hereof. This Declaration shall be construed under and in accordance with the laws of the State of Alabama.

11.10 **No Trespass.** Whenever Declarant, the Association and the Board, and their agents, employees, representatives, successors and assigns, are permitted by this Declaration to enter upon or correct, repair, clean, maintain or preserve or do any other action within any portion of a Lot or Building, the entering thereon and the taking of such action shall not be deemed a trespass.

11.11 **No Partition.** Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Development.

11.12 **Reservation of Rights.** Notwithstanding anything provided herein to the contrary, no sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any Lot or Building by Declarant to a third party shall constitute or be deemed a transfer of any of the rights reserved herein to Declarant unless express reference is made in such instrument of conveyance to the rights created in this Declaration which Declarant is transferring to any such third party.

11.13 **Standards for Review.** Whenever in this Declaration, the Association has the right to approve, consent to, or require any action be taken pursuant to the terms hereof, such approval, consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the commercially reasonable discretion of the Association.

11.14 **Oral Statements.** Oral statements or representations by Declarant, the Association or the Board, or any of its employees, agents, representatives, successors or assigns shall not be binding on Declarant, the Association, or the Board.


11.15 **Assignment.** Subject to the provisions of Section 11.12 above, the Association shall have the right to assign any and all of the rights, powers, reservations and duties contained herein to any person or entity who shall thereupon have the same rights, power, reservations and duties as the Association.

11.16 **Further Assurances.** Each Owner covenants and agrees to execute, sign and deliver, or cause to be executed, signed and delivered and to otherwise do or make, or cause to be done and made, any and all agreements, instruments, papers, deeds, acts or things, supplemental, conformity or otherwise, which may be reasonably requested by Declarant or the Association for the purpose of or in connection with clarifying, amending or otherwise consummating any of the transactions and matters herein.

11.17 **No Waiver.** All rights, remedies and privileges granted to Declarant and the Association pursuant to the terms and provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more of such rights, remedies or privileges shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising same, or any other party, from pursuing such other and/or additional rights, remedies or privileges as may be available at law or in equity. The failure at any time to enforce any covenant or restriction set forth herein shall in no event be deemed a waiver of the right thereafter to enforce such covenant or restriction.

11.18 **Rights of Third Parties.** This Declaration shall be recorded for the benefit of the Declarant, the Association, the Owners and their respective Mortgagees and by such recording, no other adjoining property owner or third party shall have any right, title or interest whatsoever in the Development 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.

[signature(s) on following page(s)]


20171024000385320 30/36 \$120.00
Shelby Cnty Judge of Probate, AL
10/24/2017 01:41:52 PM FILED/CERT

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed as of the day and year first above written.

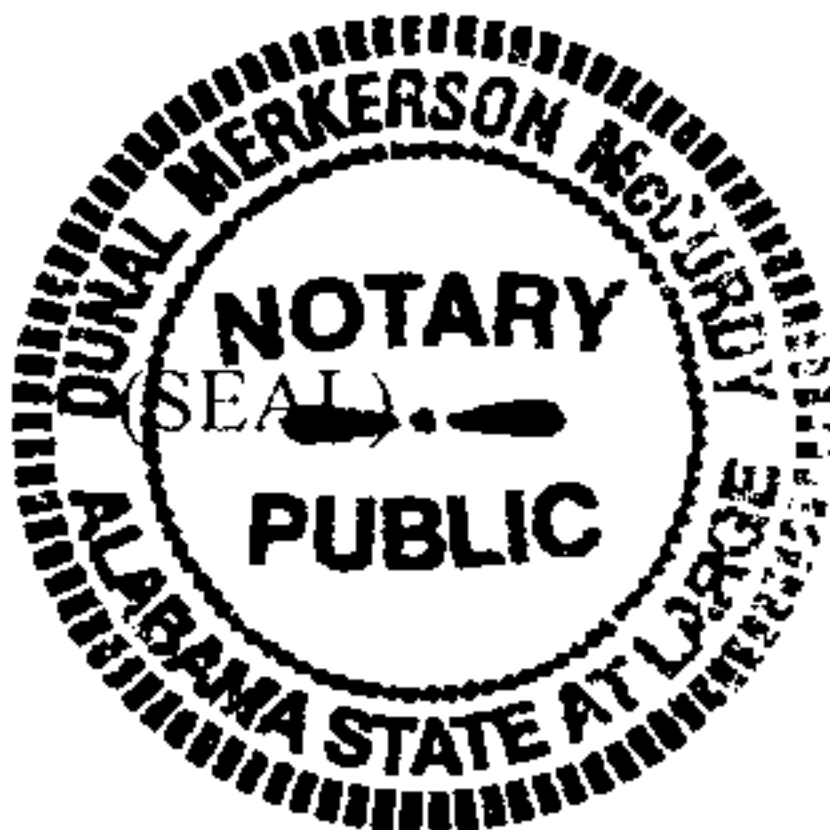
THE CWD, L.L.C.,
an Alabama limited liability company

By: *Charles W. Daniel*
Charles W. Daniel
Its: Managing Member

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles W. Daniel, whose name as sole member of **THE CWD, 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 said instrument, he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 19th day of October, 2017.



Dunal Merkerson McCurdy
Notary Public
My commission expires: 1.13.20

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Shelby Cnty Judge of Probate, AL
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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 2, 3, 4, 5 and 6 according to the Final Record Plat of The Crossroads Northeast recorded in Map Book 35, Page 29 in the Office of the Judge of Probate of Shelby County, Alabama.

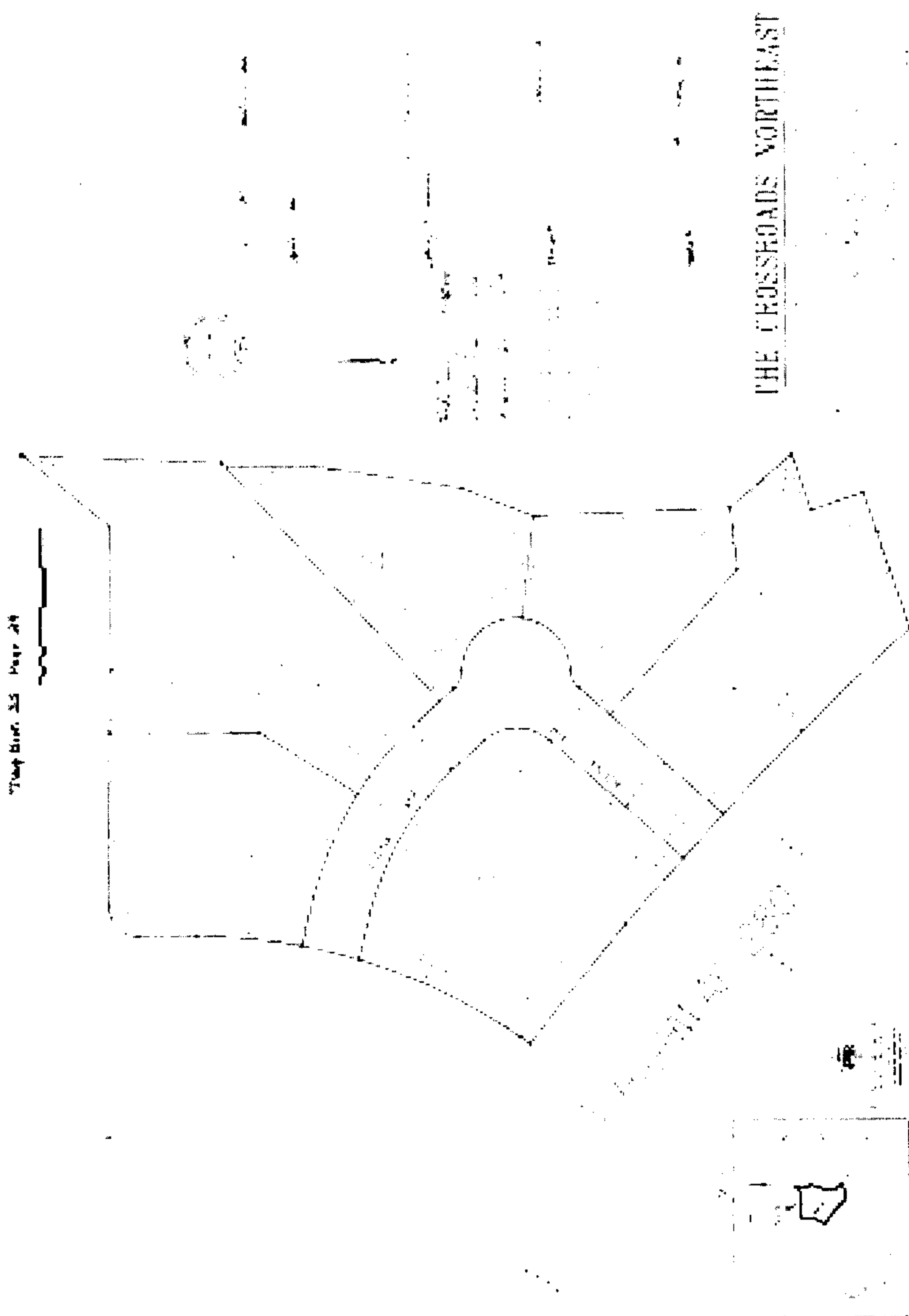
Lot 1-A according to the Resurvey of Lot 1 of The Crossroads Northeast recorded in Map Book 48, Page 64 in the Office of the Judge of Probate of Shelby County, Alabama.



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Shelby Cnty Judge of Probate, AL
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EXHIBIT B

FINAL RECORD PLAT OF THE CROSSROADS NORTHEAST



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04133261

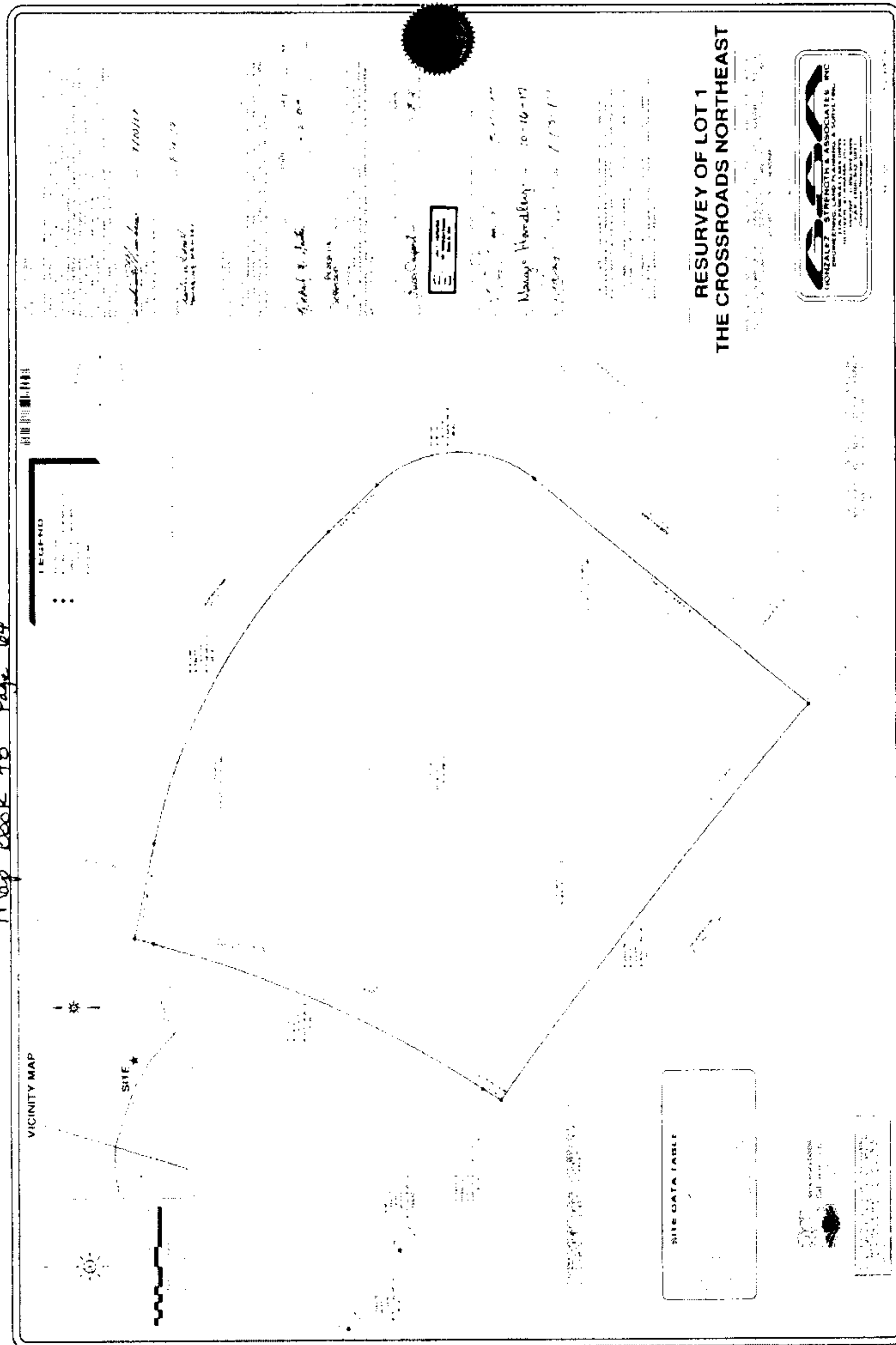
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EXHIBIT B-1

RESURVEY OF LOT 1 OF THE CROSSROADS NORTHEAST



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B-1

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STORM WATER DRAINAGE SYSTEM: THE CROSSROADS NORTHEAST

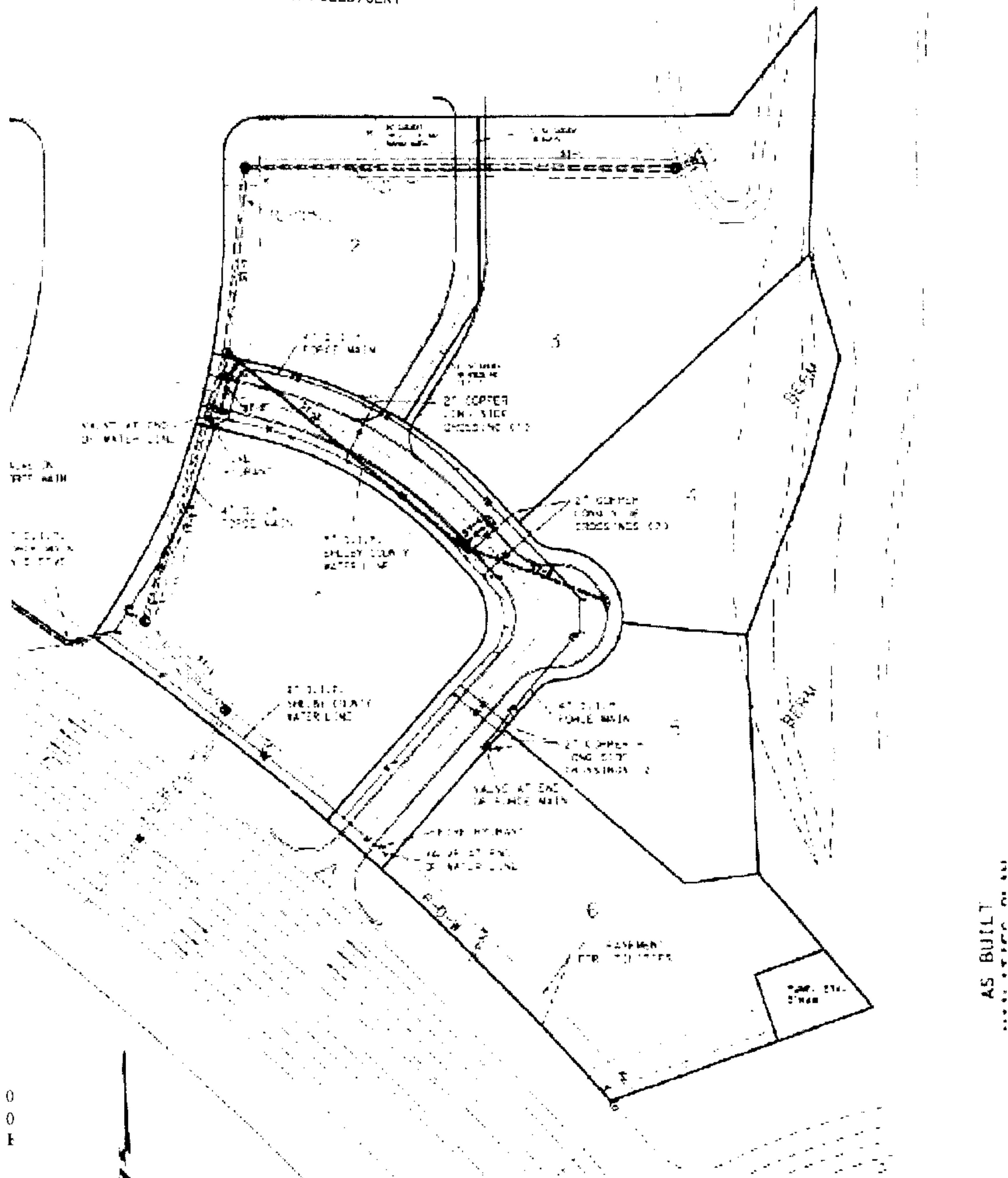
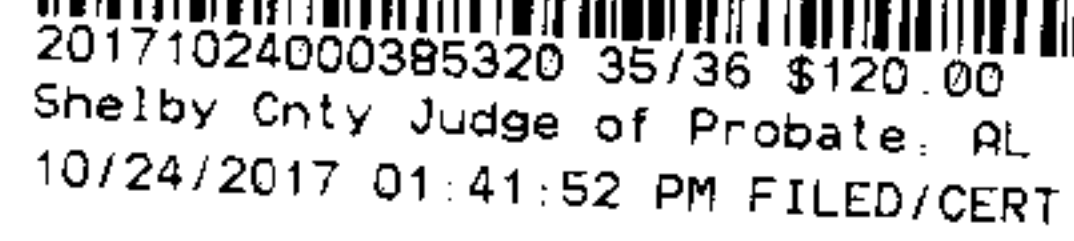
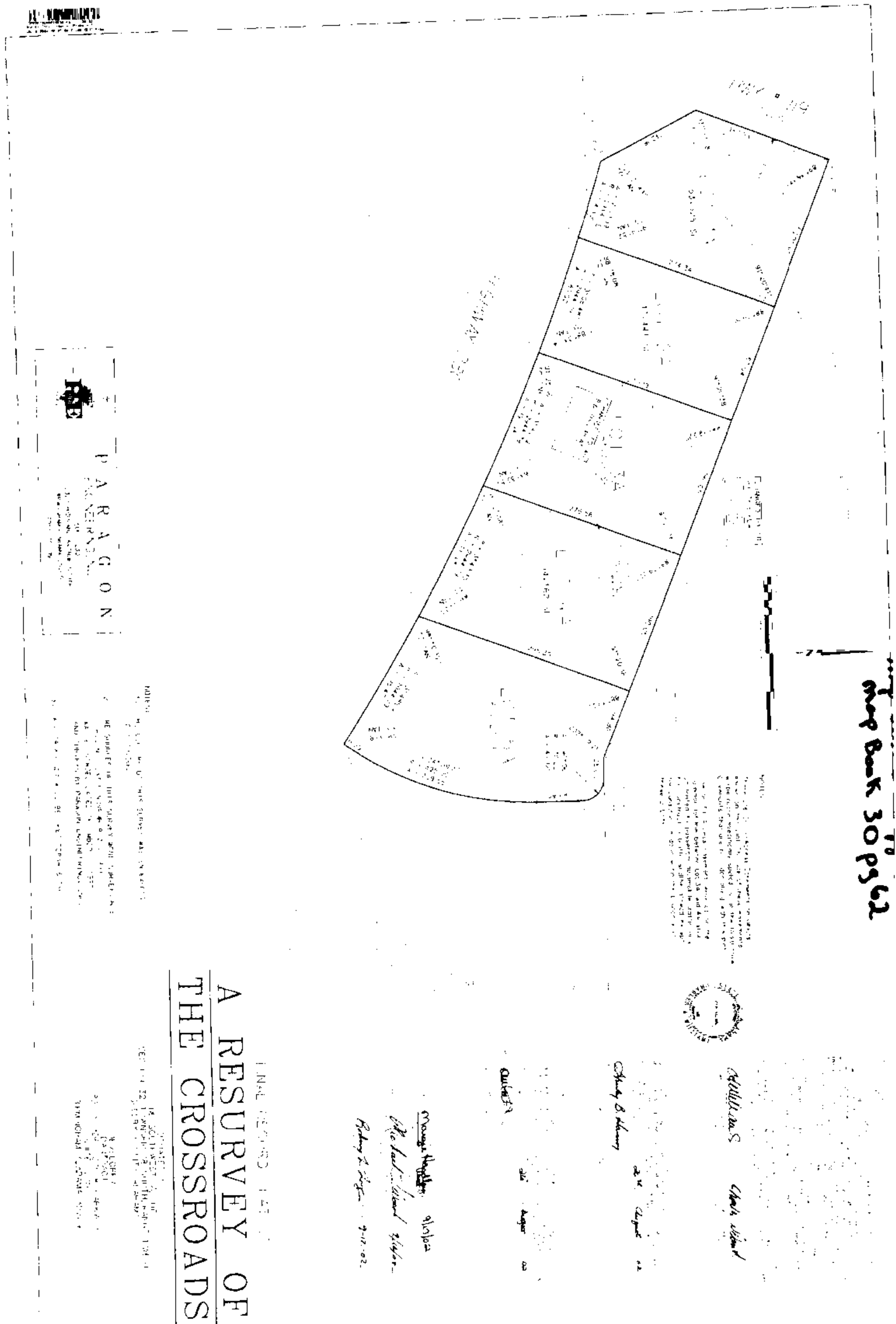


EXHIBIT C

PLAT OF ADJACENT COMMERCIAL SUBDIVISION



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