

STATE OF ALABAMA)

SHELBY COUNTY)

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS is made and entered into effective as of August 20TH, 2020, by and among **Elbert J. Buckelew, Jr.**, joined by his wife **Mary M. Buckelew, John A. Howard** and **Allison B. Howard**, and **Bryan A. Coyne** and **Meredith B. Coyne** (collectively, the “Declarant”).

RECITALS

WHEREAS, Declarant, collectively, are the Owners of the property located in Shelby County, Alabama, more particularly described on Exhibit A attached hereto and generally depicted on Exhibit A-1 attached hereto, all of which said property, including all improvements thereon, is sometimes collectively referred to herein as the “Property”;

WHEREAS, Declarant deems it desirable, and it will be to the benefit of the present Owners of the Property and to all future and prospective Owners, to adopt this Declaration to apply to the use, improvement, occupancy and conveyance of all of the Property; and

WHEREAS, Declarant desires to establish certain easement rights that will benefit certain Lots and obligations that will burden certain Lots as more particularly set forth in this Declaration.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant declares that the Property shall be held, sold, conveyed, encumbered, used, occupied and improved subject to the restrictions, covenants, conditions and easements set forth below.

ARTICLE I

Definitions

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.1 **“Access Easement”** means any ingress, egress and/or utility easement that is for the benefit of one or more Lots and reflected on the then-current plat of the Property (as the same may be re-platted or re-subdivided from time to time). On the date hereof, the “Access Easement” is that certain thirty foot (30’) ingress, egress and utility easement reflected on Exhibit A-1.

1.2 **“Access Easement Area”** includes all portions of the Property within any Access Easement, including, without limitation, all driveways, gates, utility lines and other facilities.

1.3 **“Access Easement Lots”** means those Lots benefited by any Access Easement, which on the date hereof, include Lot 2, Lot 3, Lot 4 and Lot 5.

1.4 **“Access Easement Maintenance”** means maintenance reasonably necessary so as to keep the Access Easement Area, including all driveways, gates, utility lines and other facilities therein, at all times safe, neat, attractive, sightly and in good and functional repair and condition, so as to not hinder the use and enjoyment of the Access Easement. Access Easement Maintenance includes, without limitation, (i) maintaining the surface of any driveways free from cracks, potholes, and other defects, (ii) removing trash and other debris from the Access Easement, (iii) maintaining appropriate entrances and exits, and (iv) keeping utility lines in good condition and repair.

1.5 **“Access Easement Maintenance Share”** means the fraction, expressed as a percentage, equal to (i) 1 divided by (ii) the total number of Access Easement Lots. On the date hereof, the Access Easement Maintenance Share is 25%.

1.6 **“ARC”** means the Architectural Review Committee, which shall be comprised of one (1) self-appointed representative from each of the Lots.

1.7 **“ARC Approval”** means express written approval of at least sixty percent (60%) of the members of the ARC (which, for clarification, so long as the Property is comprised of five (5) Lots shall be three (3) members of the ARC).

1.8 **“Declarant”** has the meaning set forth in the introductory paragraph.

1.9 **“Declaration”** shall mean this Declaration of Covenants, Restrictions and Easements, as it may be amended from time to time.

1.10 **“Improvements”** shall mean, as to the Property, every existing or future structure and all appurtenances thereto of every type and kind, including buildings, outbuildings, storage sheds and buildings, docks, boathouses, boatslips, patios, tennis courts, roadways, driveways, paths, swimming pools, garages, fences, gates, screening walls, retaining walls, stairs, landscaping, poles, signs, exterior air conditioning, free-standing playhouses, tree houses, basketball goals, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities. The definition of “Improvements” shall also mean any grading, excavation or fill.

1.11 **“Laws”** means applicable laws, rules, regulations, and ordinances of any governmental or quasi-governmental authority.

1.12 **“Lot”** means the portion of the Property owned by the respective Owner.

1.13 **“Lot 1”** means Lot 1 as depicted on Exhibit A-1 attached hereto, as the same may be re-platted or re-subdivided from time to time (irrespective of whether such re-plat or re-subdivision changes the lot lines and dimensions, lot name or lot number), so long as the re-platted or re-subdivided lot contains more than fifty percent (50%) of the gross land area presently located in Lot 1.

1.14 **“Lot 2”** means Lot 2 as depicted on Exhibit A-1 attached hereto, as the same may be re-platted or re-subdivided from time to time (irrespective of whether such re-plat or re-subdivision changes the lot lines and dimensions, lot name or lot number), so long as the re-platted or re-subdivided lot contains more than fifty percent (50%) of the gross land area presently located in Lot 2.

1.15 **“Lot 3”** means Lot 3 as depicted on Exhibit A-1 attached hereto, as the same may be re-platted or re-subdivided from time to time (irrespective of whether such re-plat or re-subdivision changes the lot lines and dimensions, lot name or lot number), so long as the re-platted or re-subdivided lot contains more than fifty percent (50%) of the gross land area presently located in Lot 3.

1.16 **“Lot 4”** means Lot 4 as depicted on Exhibit A-1 attached hereto, as the same may be re-platted or re-subdivided from time to time (irrespective of whether such re-plat or re-subdivision changes the lot lines and dimensions, lot name or lot number), so long as the re-platted or re-subdivided lot contains more than fifty percent (50%) of the gross land area presently located in Lot 4.

1.17 **“Lot 5”** means Lot 5 as depicted on Exhibit A-1 attached hereto, as the same may be re-platted or re-subdivided from time to time (irrespective of whether such re-plat or re-subdivision changes the lot lines and dimensions, lot name or lot number), so long as the re-platted or re-subdivided lot contains more than fifty percent (50%) of the gross land area presently located in Lot 5.

1.18 **“Owner”** shall mean each person or entity holding a fee simple interest in any portion of the Property, but shall not include the mortgagee of a mortgage, unless and until such mortgagee takes title by foreclosure or deed-in-lieu of foreclosure.

1.19 **“Pond”** means the body of water on the Property in the general location shaded and labeled as the “Pond” on Exhibit A-1 attached hereto; however, for the purposes of this Declaration, the “Pond” shall not include any area north of the bridge generally noted on Exhibit A-1 attached hereto. While water volume and shape may fluctuate and change from time to time, the “Pond” as defined herein generally includes the area within the average annual high water line of the Pond.

1.20 **“Pond Committee”** means a committee comprised of one (1) self-appointed representative from each Pond Lot.

1.21 **“Pond Easement”** has the meaning set forth in Section 4.1 below.

1.22 **“Pond Easement Area”** means the Pond, together with a ten foot (10’) perimeter from the average annual high water line of the Pond, as well as the dam for the Pond; however, for the purposes of this Declaration, the “Pond Easement Area” shall not include any area north of the bridge generally noted on Exhibit A-1 attached hereto.

1.23 **“Pond Easement Maintenance”** means maintenance reasonably necessary so as to maintain the Pond in its approximate shape and location and keep the Pond Easement Area at all times safe, neat, attractive, sightly and in good and functional repair and condition so as to not

hinder the use and enjoyment of the Pond Easement. Pond Easement Maintenance includes, without limitation, (i) keeping the perimeter of the Pond free from trash, garbage, refuse, debris, weeds and over-growth, (ii) removing trash, garbage and refuse from the Pond, and (iii) maintaining, repairing and replacing the dam for the Pond.

1.24 **“Pond Easement Maintenance Share”** means the fraction, expressed as a percentage, equal to (i) 1 divided by (ii) the total number of Pond Lots. On the date hereof, the Pond Easement Maintenance Share is 100%. But, for illustration purposes, in the event the Property is replatted such that Lot 1, Lot 2 and Lot 3 own a portion of the Pond Easement Area, the “Pond Easement Maintenance Share” will be 33.33%.

1.25 **“Pond Lots”** means those Lots that at any time include any portion of the Pond Easement Area, which on the date hereof is only Lot 1. However, for clarification, in the event the Property is re-platted such that any other Lots include a portion of the Pond Easement Area, the definition of “Pond Lots” as used herein shall include such Lots.

1.26 **“Property”** has the meaning set forth in the Recitals above.

ARTICLE II

General Declaration and Additional Properties

2.1 **General Declaration.** Declarant hereby declares that (i) the Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, and regulations of this Declaration, and (ii) the easements, covenants, conditions, restrictions, charges, and regulations of this Declaration shall run with the title to the Property and shall be binding upon and inure to the benefit of Declarant, and upon Owners of the Property and Lots as set forth herein.

ARTICLE III

General Covenants and Restrictions

All of the Property shall be owned, held, encumbered, used, occupied and enjoyed subject to the following covenants, limitations and restrictions:

3.1 **Compliance with Laws; Residential Use.** The Property shall only be used in full compliance with all Laws, including, without limitation, all zoning Laws. Additionally, the Property shall be limited to single-family, residential use, and no portion of the Property shall be used for agricultural (but for clarification, residential gardens are not prohibited), industrial or commercial purposes, or short-term rental use (meaning less than thirty (30) consecutive days).

3.2 **Maintenance of Lots.**

(a) Each Owner shall maintain in a safe, neat, attractive and sightly condition, and at such Owner's cost and expense (except as otherwise specifically set forth in this Declaration), each Lot owned by such Owner, including, without limitation, any easement areas, landscaping and Improvements located on the Lot owned by such Owner. Without limiting the generality of the foregoing, each Owner shall conduct appropriate yard and landscape

maintenance on such Owner's Lot, which shall include mowing, edging, trimming, weed management, fallen tree removal and other typical landscaping maintenance to keep the Lot in a safe, neat, attractive and sightly condition.

(b) No Owner shall allow any trash, garbage, refuse or debris to be dumped on any portion of the Property. All trash, garbage, refuse and debris shall be stored in containers that are kept in clean and sanitary condition and reasonably shielded from view (except on any pick-up day).

(c) All swimming pools shall be maintained in functional, clean, safe and attractive condition, in compliance with all Laws, and shall have appropriate screening for safety and privacy.

(d) The following are not permitted on any portion of the Property: (i) outdoor facilities for drying clothes (e.g., clotheslines); (ii) wrecked or disabled automobiles; (iii) non-operating vehicles; (iv) billboards or other commercial signs; (v) chain-link fences; (vi) barbed wire; (vii) exterior lighting, music or other audio-visual elements that unreasonably disturb other Owners; and (viii) concrete block work that is visible from the exterior of any building, including, without limitation, walls, foundations, steps, and walkways.

3.3 ARC Approval Required. ARC Approval shall be required before any Owner may:

(a) Construct any new Improvements on any portion of the Property;

(b) Remove, alter, modify or perform construction on any existing Improvements on any portion of the Property which in any way alters the appearance, materials, structural integrity or footprint of any such existing Improvements;

(c) Allow any tent, shack or other temporary building or temporary Improvements to be placed upon any portion of the Property;

(d) Construct any Improvements within twenty feet (20') of the current average annual high water line of the Pond or within thirty five feet (35') of any property line;

(e) Keep animals or livestock of any kind, provided Owners may keep dogs, cats, other customary household pets, and poultry for non-commercial and non-breeding purposes; or

(f) Submit an application for any zoning change, variance or subdivision of any portion of the Property.

In connection with any request for ARC Approval, the requesting Owner shall send a written notice with the specific request to each of the other Owners, together with, to the extent applicable, details, materials, plans and specifications, and all other relevant information regarding such request; provided, however, an Owner's failure to send a written request and information to any other Owner shall not be deemed a default hereunder and shall not negate any ARC Approval if the required number of members of the ARC approves such request in writing.

In the event ARC Approval is granted, the Owner shall diligently complete any work in full compliance with the request approved by the ARC. The ARC shall not be responsible for reviewing a request from the standpoint of structural safety, engineering soundness, or conformance with any Laws. Additionally, the ARC shall have the right, in the discretion of the members, to retroactively grant ARC Approval to any of the foregoing, in the event an Owner fails to obtain prior ARC Approval; provided, however, an Owner not seeking prior ARC Approval to any of the foregoing shall be in default of this Declaration unless and until ARC Approval is granted.

3.4 Additional Restrictions Regarding Future Improvements. In addition to, and not in limitation of, any other provision set forth in this Declaration, future construction of Improvements on any portion of the Property shall be subject to the following:

(a) Any future Improvements shall be constructed in compliance with all Laws, including zoning Laws, as well as any other covenant, condition, restriction, or encumbrance applicable to the Owner's Lot.

(b) No future Improvements shall be constructed in any Access Easement or Pond Easement to the extent it would interfere with the purpose of said easement.

(c) Any future residence or other dwelling on the Property shall (i) have at least 3,500 square feet of heated and/or cooled floor area, excluding any porches, basements and garages, and (ii) not exceed a height of 50 feet.

ARTICLE IV

Pond Easement

4.1 Grant of Pond Easement. The applicable Owners do hereby grant, convey, declare and establish for the benefit of the Pond Lots, and their respective tenants, licensees, invitees and guests (subject to the limitation below), a perpetual, non-exclusive easement appurtenant to the Pond Lots over, across, along and through the Pond Easement Area for the access, use and enjoyment of the Pond Easement Area as more particularly set forth herein (the "Pond Easement"). The Pond Easement shall encumber each and every part of the Property constituting the Pond Easement Area and shall benefit all Pond Lots, including any Lots that become Pond Lots in the future.

4.2 Permitted Uses; Limitations. The permitted uses of the Pond Easement shall be for the following: (a) walking or hiking in the Pond Easement Area surrounding the Pond; (b) recreational canoeing and boating in the Pond; and (c) recreational fishing in the Pond, subject to any rules and regulations adopted from time to time pursuant to Section 4.4 below. Use of the Pond Easement is subject to the following limitations: (i) use of boats or other watercraft powered by gasoline or diesel engines is prohibited in the Pond; (ii) swimming is prohibited in the Pond; (iii) no chemical, trash, garbage, refuse, debris or other substance shall be dumped or disposed of in the Pond; (iv) no obstruction shall be placed or allowed to exist on any portion of the Pond Easement Area; and (v) no tenant, licensee, invitee or guest of any Owner may access

the Pond Easement Area without being accompanied by the Owner of a Pond Lot (or a member of such Owner's household).

4.3 Pond Easement Maintenance. Each Owner shall be responsible for performing all Pond Easement Maintenance on such Owner's respective Lot, with all reasonable costs and expenses to be paid or reimbursed as set forth in this Section 4.3. The Owners of each Pond Lot shall be responsible for their respective Pond Easement Maintenance Share for any reasonable Pond Easement Maintenance costs and expenses; provided, however, to the extent any Owner, or such Owner's tenant, licensee, invitee or guest, causes any damage to the Pond Easement Area beyond normal wear-and-tear, such Owner shall be responsible for paying one hundred percent (100%) of the cost and expense of any Pond Easement Maintenance to repair such damage. Upon performing any Pond Easement Maintenance, Owner shall send to the other applicable Owners written notice and reasonable documentation (e.g., invoices) of the costs and expenses, and the other Owners shall pay or reimburse their Pond Easement Maintenance Share of the Pond Easement Maintenance charges within fourteen (14) days of such written notice. Additionally, except in the event of health, safety or emergency conditions, no Owner shall perform any Pond Easement Maintenance which exceeds a cost of One Thousand Five Hundred and no/100 Dollars (\$1,500.00) without the express prior written approval of more than half of the members of the Pond Committee, which approval shall not be unreasonably withheld or delayed.

4.4 Rules and Regulations for Pond Easement Area. From time to time, the Pond Committee, by written approval of more than half of the members of the Pond Committee, may adopt rules, regulations and requirements for use and enjoyment of the Pond Easement Area, including, without limitation, with respect to fishing; provided, however, any such rule, regulation or requirement that requires payments other than Pond Easement Maintenance as set forth in Section 4.3 above (e.g., stocking the Pond with fish) must be unanimously approved by all members of the Pond Committee. So long as the Owners of the Pond Lots have received written notice, such rules, regulations and requirements shall have the same force and effect as if they were set forth in and were part of this Declaration; provided, however, in the event of a conflict between the rules and regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

ARTICLE V

Use and Maintenance of Access Easement

5.1 Access Easement. The Owners hereby acknowledge and agree that the Access Easement benefits and burdens certain portions of the Property, and the provisions of this Article V shall apply to the use and maintenance of the Access Easement.

5.2 Limitations on Access Easement. The Access Easement is subject to the following limitations: (i) no Owner shall allow any obstruction on any portion of the Access Easement Area; and (ii) no Owner shall use the Access Easement in any way that would interfere with other Owners' use and enjoyment of the Access Easement.

5.3 Access Easement Maintenance. Each Owner shall be responsible for performing all Access Easement Maintenance on such Owner's respective Lot, with all reasonable costs and expenses to be paid or reimbursed as set forth in this Section 5.3. The Owners of each Access Easement Lot shall be responsible for their respective Access Easement Maintenance Share for any reasonable Access Easement Maintenance costs and expenses; provided, however, to the extent any Owner, or such Owner's tenant, licensee, invitee or guest, causes any damage to the Access Easement Area beyond normal wear-and-tear, such Owner shall be responsible for paying one hundred percent (100%) of the cost and expense of any Access Easement Maintenance to repair such damage. Upon performing any Access Easement Maintenance, Owner shall send to the other applicable Owners written notice and reasonable documentation (e.g., invoices) of the costs and expenses, and the other Owners shall pay or reimburse their Access Easement Maintenance Share of the Access Easement Maintenance charges within fourteen (14) days of such written notice. Additionally, except in the event of health, safety or emergency conditions, no Owner shall perform any Access Easement Maintenance which exceeds a cost of One Thousand Five Hundred and no/100 Dollars (\$1,500.00) without the express prior written approval of more than half of the Owners of the Access Easement Lots, which approval shall not be unreasonably withheld or delayed.

ARTICLE VI

Taxes and Insurance

6.1 Taxes. Each Owner, at such Owner's own cost and expense, shall pay, prior to any penalty attaching thereto, all real estate taxes, assessments and personal property taxes, if any, imposed upon the land, improvements and equipment located on such Owner's respective Lot.

6.2 Insurance. Each Owner, at such Owner's own cost and expense, shall maintain property and liability insurance in reasonable amounts covering such reasonably risks, including any indemnity obligations hereunder, and provide proof of insurance upon the request of any other Owner from time to time.

ARTICLE VII

Default and Remedies

7.1 Default; Remedies. In the event any violation or breach of the covenants, obligations or restrictions contained herein by any Owner remains uncured for more than fourteen (14) days after written notice from any other Owner (but, for clarification, no additional notice shall be required for payment obligations set forth in Sections 4.3 and 5.3 above), then any other Owner shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of such covenants, obligations and restrictions, to sue for and recover damages, or to take all such courses of action at the same time, or pursue any other remedy available at law or in equity. No delay or failure on the part of an aggrieved Owner to initiate an available remedy set forth herein shall be held to be a waiver by that party of the right to object to any continuation of said violation or the occurrence of a different violation.

7.2 Default in Obligation to Maintain. In addition to, and not in limitation of any other remedy set forth in this Article VII, in the event any Owner fails to repair and maintain any portion of the Pond Easement Area or Access Easement Area located on such Owner's Lot pursuant to the terms hereof, any other Owner of a Lot appurtenant to the applicable easement after fourteen (14) days' written notice to the defaulting Owner (except in the event of health, safety or emergency conditions, in which case no notice shall be required) may, but shall not be required to, enter the applicable Lot and cause such repair and maintenance to be performed and shall be reimbursed as set forth in Sections 4.3 and 5.3 above.

7.3 Default in Payment of Maintenance Expenses. In addition to, and not in limitation of any other remedy set forth in this Article VII, in the event any Owner fails to pay such Owner's share of Pond Easement Maintenance or Access Easement Maintenance within fourteen (14) days of written notice as set forth in Sections 4.3 and 5.3 above, the unpaid amount shall accrue interest at a rate equal to the lesser of eighteen percent (18%) per annum or the maximum interest rate permitted by law. Such obligation, together with all collection costs including reasonable attorneys' fees, shall be a joint and several personal obligation of all record Owners of the applicable Lot.

7.4 Attorneys' Fees. In the event any Owner institutes any proceeding against any other party with respect to any controversy or matter arising out of this Declaration, the prevailing party shall be entitled to recover from the nonprevailing party such prevailing party's reasonable attorneys' fees and costs incurred in connection with any such proceeding.

ARTICLE VIII

General Provisions

8.1 Covenants Running with the Land; Term. This Declaration, including all of the easements, covenants, conditions, and restrictions hereof, shall run with and bind the land and shall inure to the benefit of and be enforceable by any Owner, their respective legal representatives, heirs, successors and assigns. The easements set forth herein and all other provisions of this Declaration shall be perpetual to the fullest extent permitted by law; provided, however, in the event applicable Laws prevent this Declaration, or any provision hereof, from being perpetually effective, then the term of this Declaration, or the particular provision, shall be the maximum period of time permitted by law.

8.2 Indemnity. Each Owner, and Owner's household members, tenants, licensees, invitees and guests, shall use the Pond Easement and Access Easement at their own risk. Each Owner shall at all times defend, relieve, indemnify, protect and save harmless the other Owners from and against any and all claims, liabilities, obligations, costs and expenses (including reasonable attorneys' fees and costs) resulting from such Owner's, and Owner's household members', tenants', licensees', invitees' and guests', use and enjoyment of the Pond Easement and Access Easement; provided, however, the waiver and indemnification in this Section shall not apply to any breach of this Declaration, gross negligence or wilfull misconduct of or by any Owner.

8.3 Transferee. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to any portion of the Property, to have assumed all obligations

of this Declaration relating ~~to the~~ to the extent of Owner's interest in Owner's Lot, and the transferor shall upon the completion of such transfer be relieved of all further liability under this Declaration except liability with respect to matters that may have arisen during Owner's period of ownership of such Owner's Lot that remain unsatisfied, including, without limitation any unpaid obligations under Sections 4.3 and 5.3 above.

8.4 No Public Dedication. This Declaration shall not be construed to grant rights to the public in general. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public use or purpose whatsoever, it being the intention and understanding of the parties hereto that this Declaration shall be strictly limited to and for the purposes herein expressed. In the case of each easement or other right created herein, the Owner of the benefited property shall acquire only the limited rights to use the burdened portion of the Property as set forth herein.

8.5 Amendments. This Declaration may only be amended, modified or terminated upon the written agreement of the Owners and mortgagees of at least four (4) Lots, with said agreement to be recorded with the Judge of Probate for the County wherein the Property is situated.

8.6 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or first class certified mail, return receipt requested, to the residence of the Owner located on the Property.

8.7 Non-Merger. The ownership at any time during the term of this Declaration of all of the Property, or any interest therein, by the same Owner or by an Owner and an affiliate entity of such Owner shall not create a merger of title, estate, or other merger, including any merger of the dominant and servient estate with respect to the easements and other covenants granted in this Declaration and, therefore, shall not terminate any of the easements or other agreements contained herein, so that all of the terms and provisions hereof shall remain in full force and effect for the period provided in this Declaration, regardless of any of the aforesaid common ownerships, now or hereafter existing, of any portion of the Property.

8.8 Governing Law. This Declaration shall be construed and governed under the laws of the State of Alabama.

8.9 Construction. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof. The words "include," "includes" and "including" shall be deemed, in each case, to be followed by the phrase "without limitation."

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IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first written above.

Declarant:

Elbert J. Buckelew, Jr.
Elbert J. Buckelew, Jr.

STATE OF Alabama)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Elbert J. Buckelew, Jr.**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 20th day of August, 2020.

Ruth A. Bunting
Notary Public

My commission expires: Feb. 22, 2021

NOTARTIAL SEAL



Mary M. Buckelew
Mary M. Buckelew

STATE OF Alabama)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Mary M. Buckelew**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

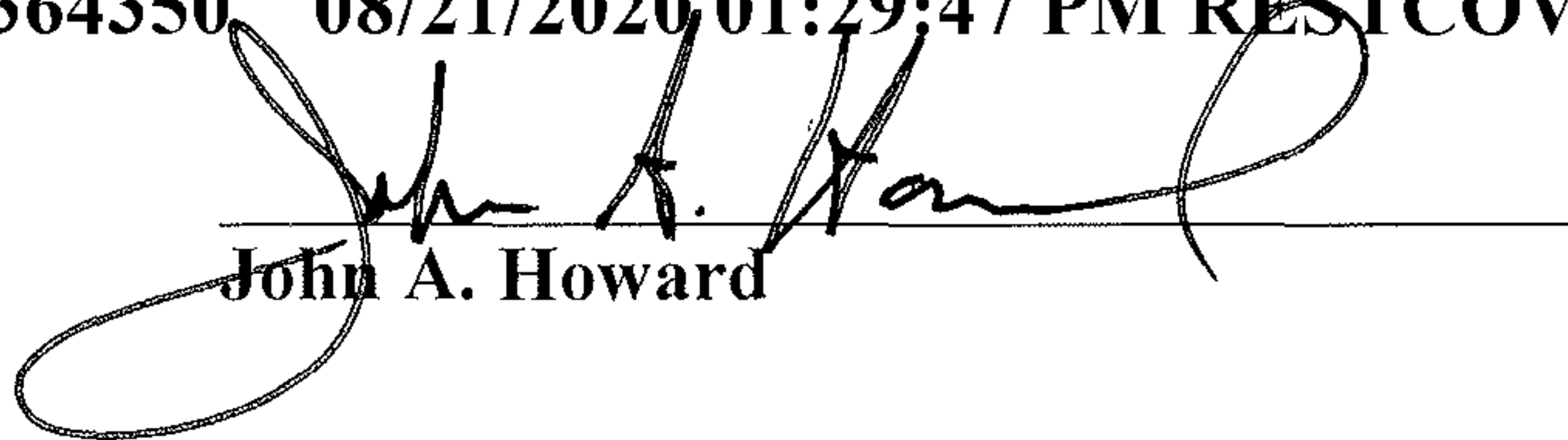
Given under my hand this 20th day of August, 2020.

Ruth A. Bunting
Notary Public

My commission expires: Feb. 22, 2021

NOTARTIAL SEAL

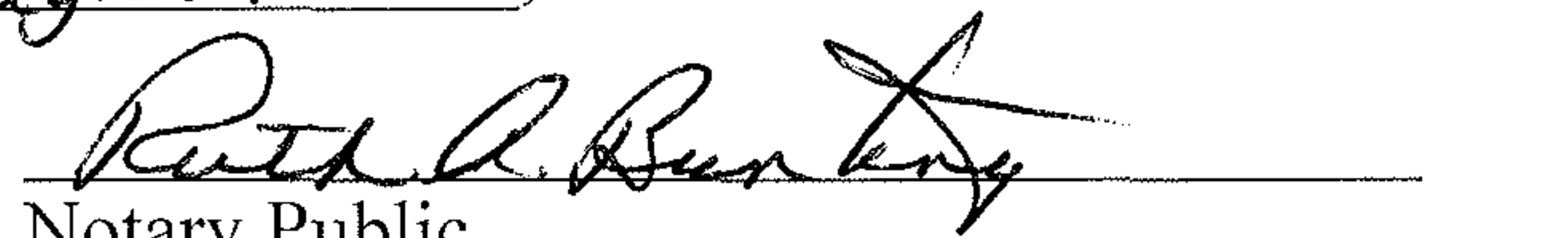


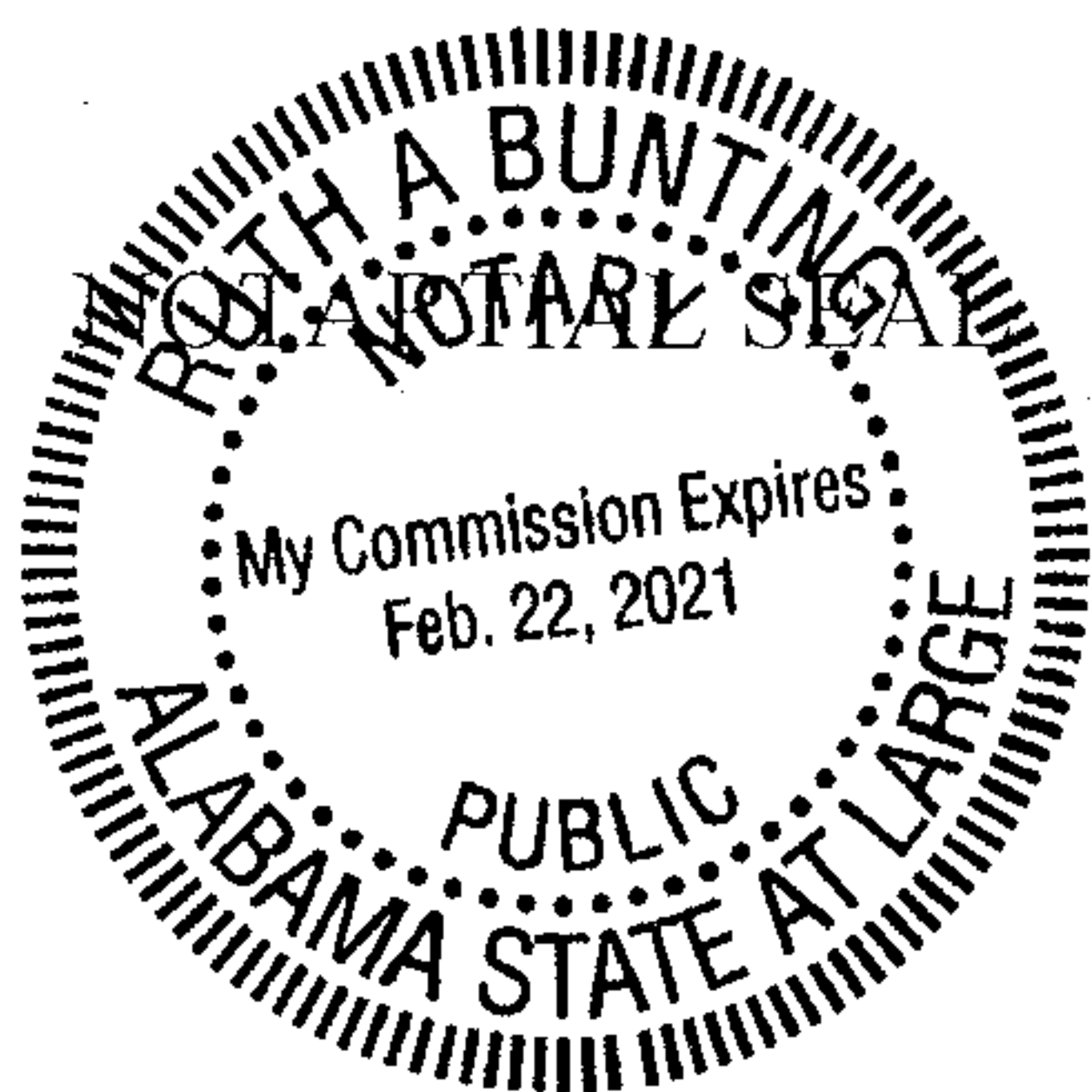

John A. Howard

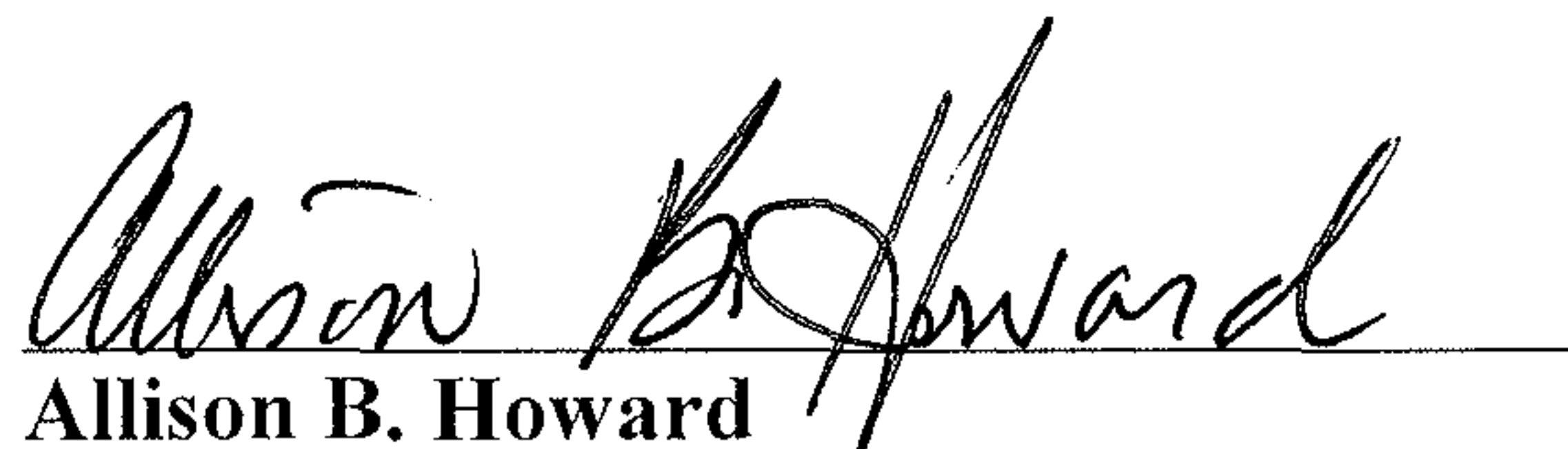
STATE OF Alabama)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **John A. Howard**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 20th day of August, 2020.


Notary Public
My commission expires: Feb 22, 2021





Allison B. Howard

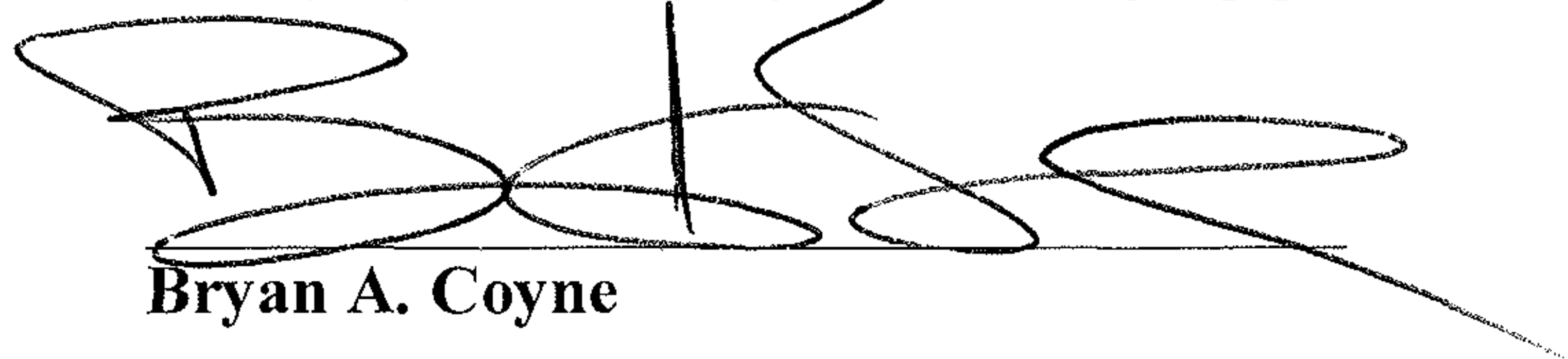
STATE OF Alabama)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Allison B. Howard**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand this 20th day of August, 2020.


Notary Public
My commission expires: Feb. 22, 2021




Bryan A. Coyne

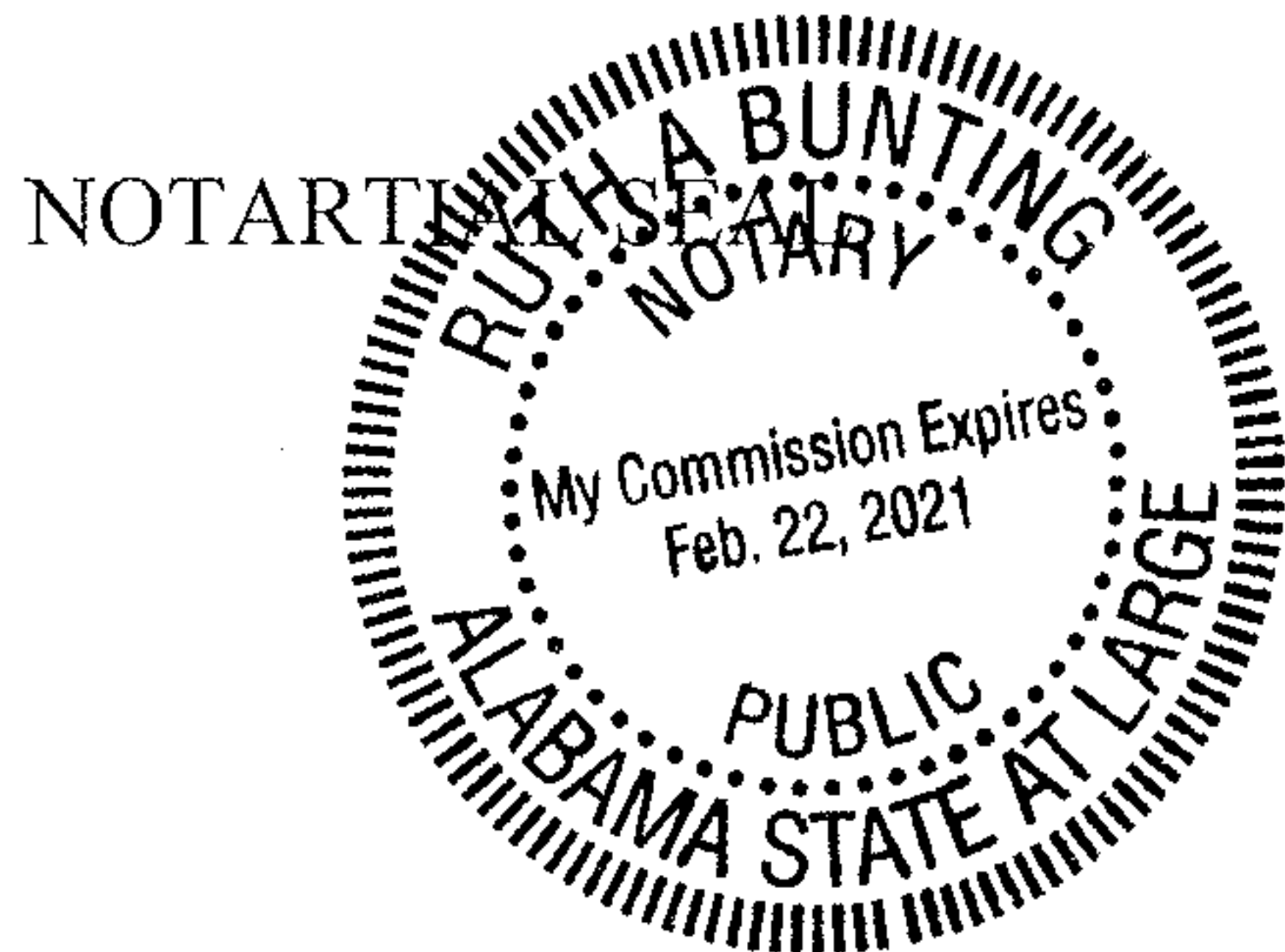
STATE OF Alabama)
Shelby COUNTY)

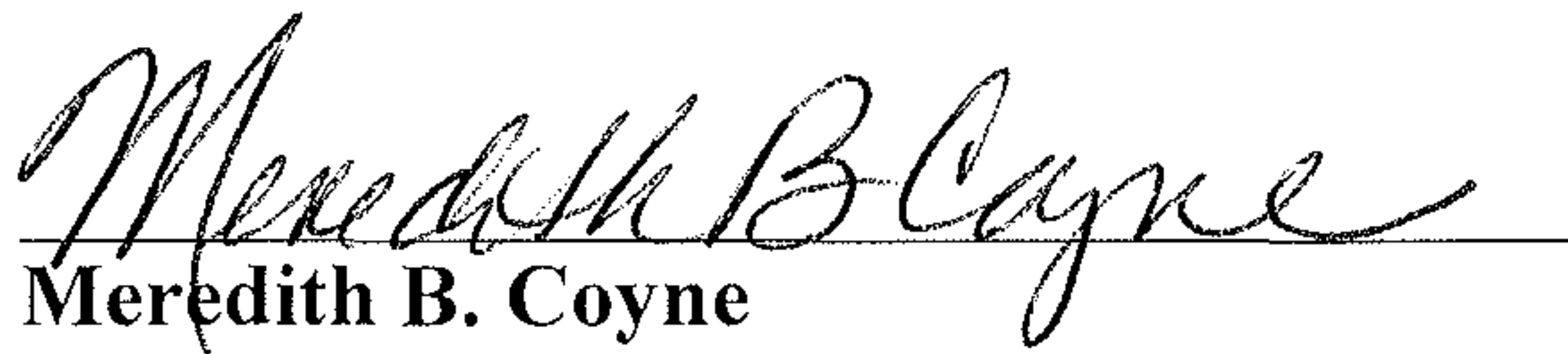
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Bryan A. Coyne**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 20th day of August, 2020.


Notary Public

My commission expires: Feb. 22, 2021

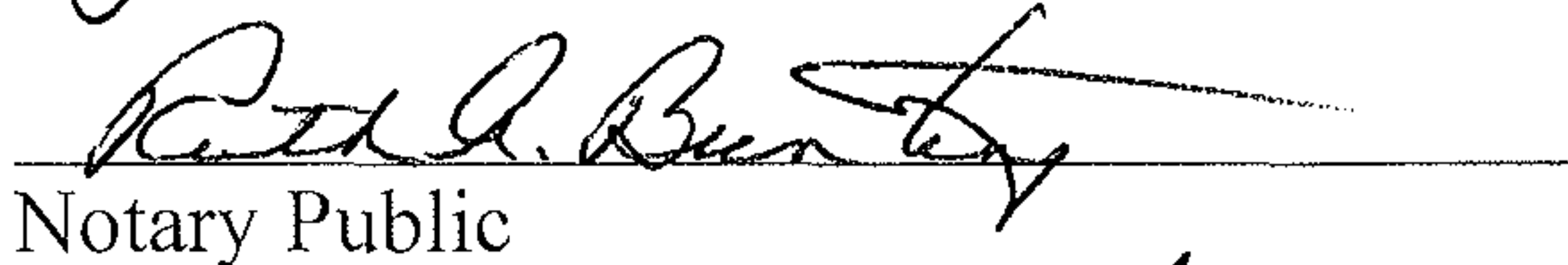



Meredith B. Coyne

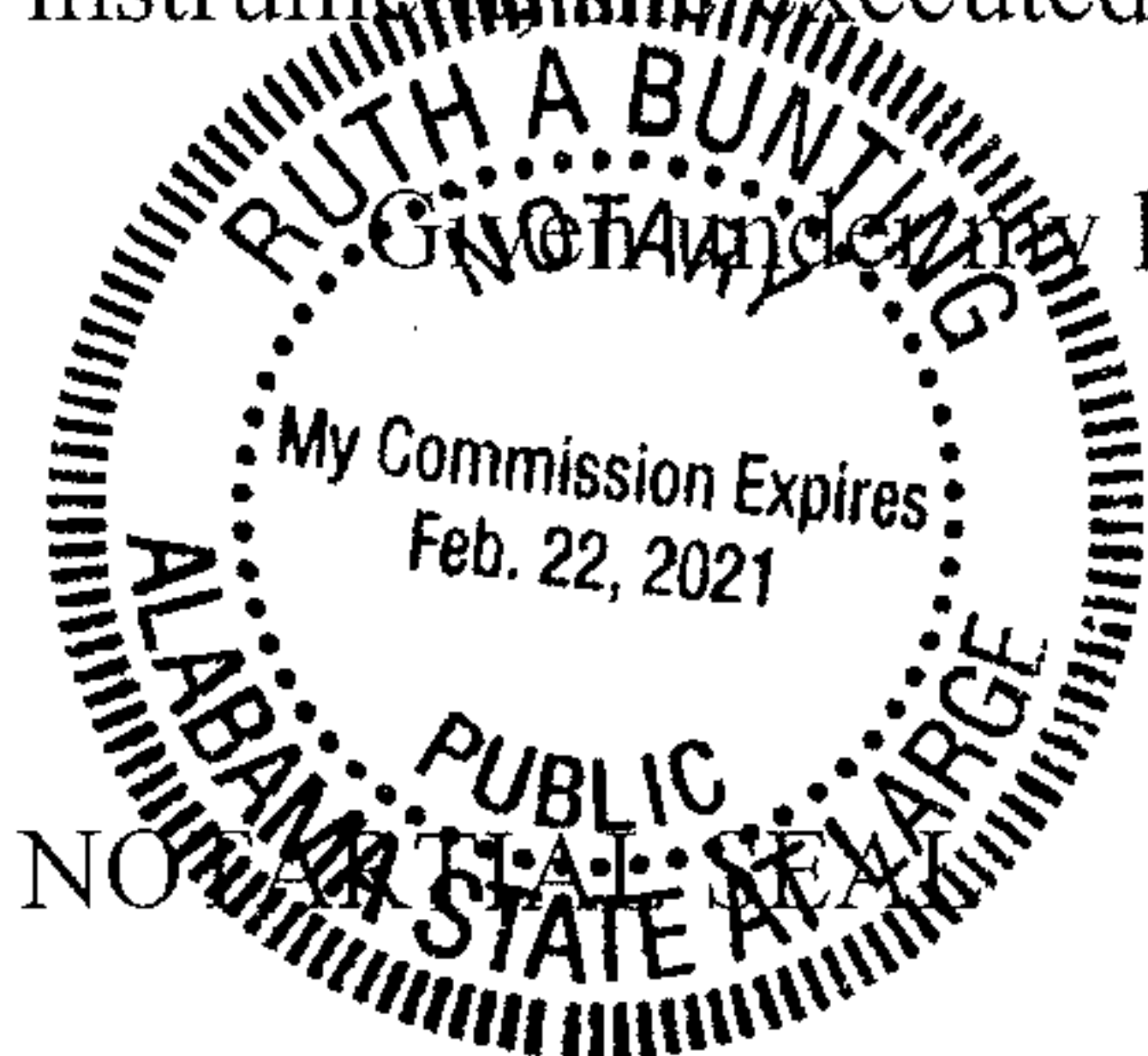
STATE OF Alabama)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Meredith B. Coyne**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand this 20th day of August, 2020.


Notary Public

My commission expires: Feb. 22, 2021

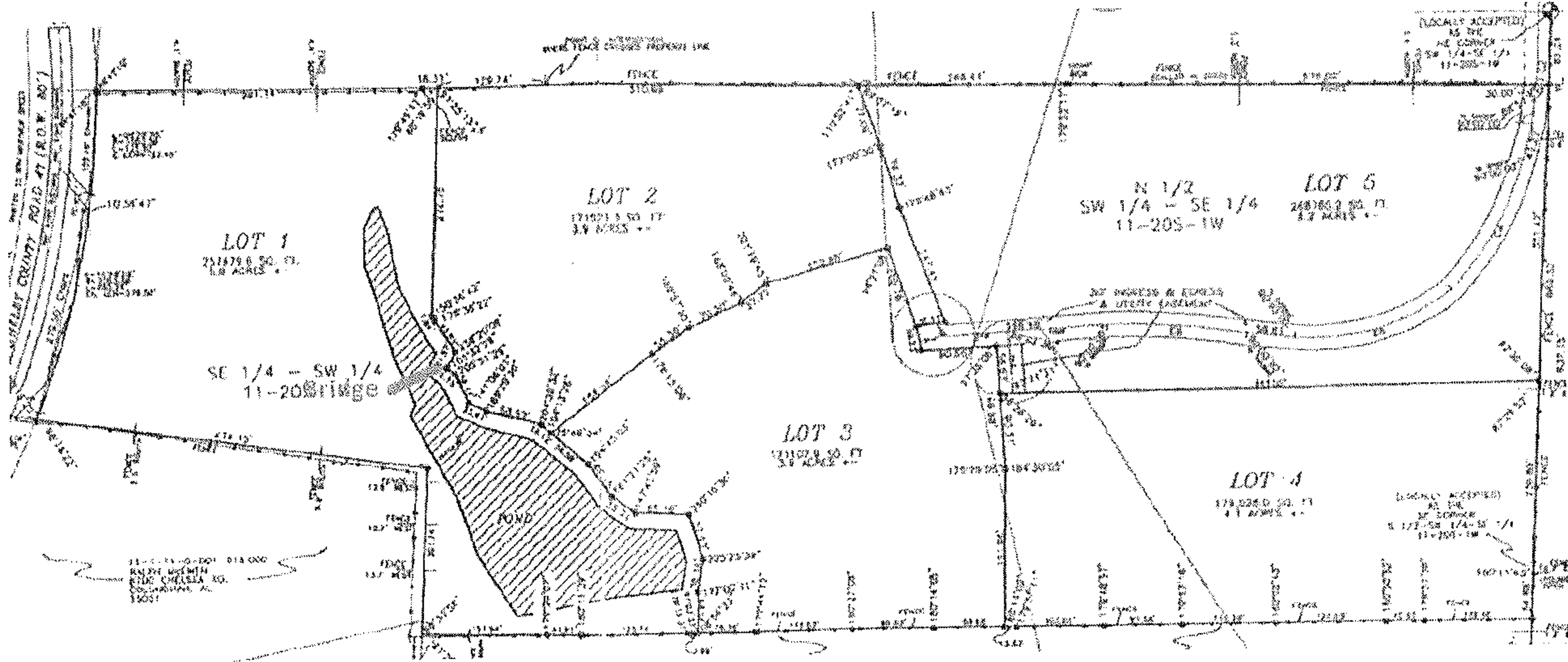


This instrument prepared by:
Samuel D. Friedman
Sirote & Permutt, PC
2311 Highland Ave. S.
Birmingham, AL 35205

Legal Description of Property

Lots 1, 2, 3, 4 and 5 according to the Final Plat of Buckelew Family Subdivision as recorded in Map Book 40, Page 58, in the Probate Office of Shelby County, Alabama.

Depiction of Property



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/21/2020 01:29:47 PM
\$66.00 CHARITY
20200821000364350

Allie S. Bayl