

STATE OF ALABAMA)
COUNTY OF SHELBY)

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
RESURVEY OF LOT 3 PELHAM PARK SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RESURVEY OF LOT 3 PELHAM PARK SUBDIVISION (this “**Declaration**”), dated July 17, 2024 (the “**Effective Date**”), is made by **HCI Pelham Central, LLC**, an Alabama limited liability company (the “**Declarant**”), for the purposes hereinafter set forth.

RECITALS

WHEREAS, Declarant is the owner of certain real property in the City of Pelham, Alabama, which real property is more particularly described on **Exhibit A** attached hereto (the “**Property**”);

WHEREAS, Declarant intends to develop or to permit the development of the Property as a mixed-use development containing retail, office, and other commercial uses which are allowed (the “**Development**”); and

WHEREAS, to assure the orderly completion of the Development, Declarant desires to establish certain rights, obligations, and easements in, over, and upon the Property including the sharing of costs for maintenance and operations of the Property and Development (or certain portions thereof) for the benefit of itself and all future Owners (as hereinafter defined) and to impose such rights, obligations, and easements on the Property (or certain portions thereof) and on each Owner (or certain Owners) and to provide for the harmonious, beneficial, and proper use and conduct of the Development and all Development Parcels (as hereinafter defined) in accordance with this Declaration; and

WHEREAS, the City of Pelham (the “**City**”) currently owns the Pelham Public Library, which is adjacent to the Property; and

WHEREAS, the City will continue to own and maintain certain land parcels adjacent to the Property, hereinafter defined as the City Parcels, for various uses to benefit the Development, such benefits to include a master storm water detention system, entry-ways, green spaces, dumpster areas, off-site parking and a lawn area; and

WHEREAS, the City Parcels and the Development Parcels will also be sharing driveways and parking within the Development; and

WHEREAS, the Property and the City Parcels shall be referred to as “**Resurvey of Lot 3 Pelham Park Subdivision**” and will also be known as “**Pelham Central Park**” for purposes of this Declaration; and

NOW, THEREFORE, for and in consideration of the premises, Declarant does hereby expressly declare, establish and adopt the following covenants, conditions, restrictions, and easements which shall apply in their entirety to the Property (or certain portions thereof), as stated in this Declaration, as covenants running with the land.

ARTICLE I DEFINITIONS

Section 1.1 **Definitions.** The following initially capitalized words and terms used or referred to in this Declaration shall have the following meanings:

- (a) **"City"** is the City of Pelham, Alabama.
- (b) **"City Parcels"** shall mean each parcel labeled as a "City Parcel" on **Exhibit B** and the portion of the Library Parcel labelled "Lawn Area" on **Exhibit C**, which will be owned and maintained by the City upon completion of improvements by the Declarant and which will be used in part for the purposes of providing a master storm water detention center for the Development, a landscaped lawn area, particular entry ways into the Development and the Library, all such uses providing public use and all benefitting the Development. For the avoidance of doubt, "City Parcels" shall include "Lot G", "Lot H" and a portion of "Lot F" (being that portion labelled "Lawn Area" on **Exhibit C** hereto) according to the Resurvey of Lot 3 Pelham Park Subdivision as recorded in Map Book 60, pages 13A and 13B, in the Probate Office of Shelby County, Alabama; "City Parcels" shall not include the physical building consisting of the Pelham Public Library or any other portion of the aforesaid "Lot F" except the lawn area abutting the Property.
- (c) **"Common Area(s)"** as used throughout this Declaration shall mean those areas within each Development Parcel and City Parcels utilized for the common cross-use, cross-access, and cross-parking (which shall include all paved roadways and parking areas, as well as abutting curbs, gutters, sidewalks and any landscape (but excluding drive-through lanes)) of all Owners and/or their tenants, licensees, invitees, patrons and guests. The Common Areas shall include the Master Detention Pond, the Lawn Area, Entry Way(s), and Off-Site Parking, as depicted on the attached Development Site Plan, and all areas of roadways and parking areas as well as parking lot lights and traffic signs, sidewalks (adjacent to roadways which connect parcels for pedestrian traffic), landscaping areas with irrigation within Pelham Central Park and Signage Areas together with such other common areas that may hereafter be designated as such by Declarant provided that the same is for the common use of all Owners and/or their tenants, licensees, invitees, patrons and guests, and subject to (i) the easements hereafter established with respect to such Common Areas; (ii) the maintenance obligations herein imposed on Owners and Declarant with respect to such Common Areas and the obligations of the Owners to share in the Common Area Maintenance Expenses incurred by Declarant should they occur as set forth in this Declaration; and (iii) the right of Declarant to transfer its position and responsibilities to the Owner's Association, or an affiliate of Declarant. Certain Common Areas shall be located on City Parcels and therefore maintained by the City.

(d) **“Common Area Easements”** shall include non-exclusive easements over the **“Common Areas”** for the benefit of the City and all Owners and its successors and assigns and their respective tenants, licensees, invitees, patrons, and guests in use and maintenance thereof as more detailed in Article 4.

(e) **“Common Area Maintenance Expenses”** shall have the meaning set forth in Section 5.1 hereof.

(f) **“Common Drainage Facilities”** shall mean the area designated as “Master Detention Pond” on the Development Site Plan, together with any other storm and surface water drainage, retention, detention and discharge systems, filters, drains, piping, and any other devices or facilities hereafter installed so as to accommodate storm and surface water from more than just a single parcel, which are from time to time designated by Declarant as a Common Drainage Facility. Any such amendment to designate property as included within the Common Drainage Facilities may be executed by Declarant without joinder or consent of any Owners other than the respective Owner of the property so designated, whose signature shall be required for the addition to be effective. Except with regard to the area designated as “Master Detention Pond” on the Development Site Plan, Declarant shall also have the right to adjust the boundaries of the Common Drainage Facilities from time to time and to eliminate one or more Common Drainage Facilities from time to time, all without the joinder or consent of any Owners other than (i) the Owner of property on which the boundaries of the Common Drainage Facilities are to be adjusted, (ii) the Owner of any property added to the Common Drainage Facilities, and (iii) the Owner of any property then served by any such Common Drainage Facilities that will no longer be served by such Common Drainage Facilities, whose approval and signature, in each instance, shall be required

(g) **“Declarant”** shall mean, initially, HCI Pelham Central, LLC, an Alabama limited liability company, and thereafter its permitted successor in interest as Declarant under this Declaration pursuant to an assignment instrument recorded in the Probate Office in accordance with the provisions of Section 3.4 hereof.

(h) **“Default Notice”** shall mean a notice by Declarant sent to an Owner upon an event of default by an Owner and copied to all other Owners (“Non-defaulting Owners”).

(i) **“Default Rate”** shall mean a per annum rate equal to twelve percent (12%) per annum.

(j) **“Development Site Plan”** shall mean the plan attached hereto as **Exhibit C**. Nothing contained herein shall be deemed to be a warranty, representation, or agreement by Declarant that the Property, Development Parcels, City Parcels or other matters depicted on the Development Site Plan will be, or will continue to be as indicated without change.

(k) “**Drive-Thru(s)**” as identified on Development Parcels A and D for the private use of drive-thru customers for ordering and/or pickup, and thus are excluded from Common Area and to be maintained by the respective Owners.

(l) “**Dumpster Areas**” as designated on the Development Site Plan, reflects areas anticipated for dumpster pads and enclosures. These will be installed and maintained directly by the Development Parcel Owner for the exclusive benefit of that Development Parcel. Any adjustment to the Dumpster Areas or expansion thereof is subject to approval by the Declarant.

(m) “**Entry Ways**” for the benefit of the Development shall be located on property owned and maintained by the City to be improved by the Declarant per plans approved by the City. These areas include entry roadways and traffic signage, which may have landscape features to promote aesthetic appeal of the Development.

(n) “**Improvement Plans**” shall have the meaning set forth in Section 6.1 hereof.

(o) “**Insurance Premiums**” shall mean the total annual insurance premiums for all liability insurance and other insurance which, from time to time may, at Declarant’s reasonable discretion, be carried by Declarant with respect to the Common Areas.

(p) **Reserved.**

(q) “**Lawn Area**” shall be a grassed area to be part of the City Parcels, adjacent to Development Parcels B, C and E, more particularly shown as the “Lawn Area” on **Exhibit C**. Said Lawn Area to be for common enjoyment of all Owners and their customers.

(r) “**Off-Site Parking**” shall mean and refer to parking spaces and an easement to provide for said parking spaces located off the Property and on City owned property as shown on the Development Site Plan. Said parking spaces to be constructed by Declarant pursuant to the Development Agreement, for the non-exclusive use of all owners and/or tenants, licensees, invitees, patrons and guests of Pelham Central Park, and maintained by the City.

(s) “**Owner**” shall mean and refer to any and all of the record owners (including the Declarant) of fee simple title of record to a Development Parcel or to all or any portion of the land comprising the Property as shown by the real estate records of Shelby County, Alabama; provided, however, the term “Owner” shall not mean and refer to (i) the holder of any security instrument encumbering or affecting the title to all or any portion of the land comprising the Property unless and until the holder thereof shall become a mortgagee in possession following a default under such security instrument or shall acquire fee simple pursuant to the foreclosure of its security instrument, the exercise of any power of sale contained therein, or any deed, or proceeding taken in lieu of foreclosure with respect thereto; or (ii) any lessee, tenant or licensee of any Owner or other occupant of a Parcel; provided, however, that any agreement entered into between an Owner and any

party listed in (i) or (ii) preceding, or any other agreement entered into between Owner and any other party with respect to the Property shall be expressly made subject to the terms and conditions to this Declaration.

(t) **“Owner’s Association”** shall have the meaning set forth in Section 10.1 hereof.

(u) **“Owner Default”** includes Owners who do not meet their obligations in maintaining their Parcel and Common Areas thereon (“Owner Maintenance Default”) or Owners who do not meet payment obligations if they arise (“Owner Payment Default”).

(v) **“Parcel” or “Development Parcel”** shall mean any subdivided lot or parcel constituting a part of the Property. Initially, the Development Parcels shall consist of “Development Parcel A,” “Development Parcel B,” “Development Parcel C,” “Development Parcel D,” and “Development Parcel E” as set forth on **Exhibit B** attached hereto. The terms “Parcel” or “Development Parcel” shall not include any City Parcel.

(w) **“Pelham Central Park”** will be the name of the Development identified in marketing and signage for mutual benefit of all Owners.

(x) **“Probate Office”** shall mean the Office of the Judge of Probate of Shelby County, Alabama.

(y) **“Share of Expenses”** shall mean each Owner's proportional share as shown on **Exhibit E** (based on anticipated parcel square footage) of any expenses incurred under this Declaration to maintain the Common Area should there exist a default by an Owner. Also correlates to share of votes associated with decisioning as to the Owner’s Association.

(z) **Reserved.**

(aa) **“Signage Areas”** shall mean and refer to any signage obtained by Declarant advertising the Development on monument or pylon signs within the Development or off-site billboard advertising as desired, approved and paid for by the Owners Association.

ARTICLE II MUTUALITY OF BENEFIT AND OBLIGATION

The covenants, restrictions, easements, and obligations set forth herein are made for the mutual and reciprocal benefit of each and every Development Parcel of the Property. All of the Property shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all the terms and provisions of this Declaration.

ARTICLE III ZONING AND SPECIFIC RESTRICTIONS AND DEVELOPMENT RIGHTS

Section 3.1 **Zoning.** The restrictions set forth in this Declaration shall not be taken or construed as permitting any action or thing prohibited by applicable zoning laws or the laws, rules or regulations of any governmental authority, including, without limitation, specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such law, rules, regulations, deeds, leases or the restrictions shall be taken to govern and control.

Section 3.2 **Restricted Uses.** No portion of the Property shall be used for any uses which are in violation of the provisions of Section 3.3 hereof or those uses set forth on **Exhibit D** attached hereto.

Section 3.3 **Exclusive Uses.**

(a) Exclusive Uses for each Development Parcel to be set by Declarant upon initial sale of a Development Parcel such that other Development Parcels shall not generate uses or services that directly competes with an existing Development Parcel's Exclusive Use. The Exclusive Uses for each Development Parcel will be set forth on an amendment to this Declaration to be recorded in the Probate Office upon initial sale by Declarant and will relate back to the date of the recording of this Declaration. Upon a sale of a Development Parcel, the Declarant shall send written notification to existing Owners of the sale and the Exclusive Uses established by the Declarant for the sold Development Parcel (the "Exclusive Use Notice").

(b) **Directly Competes** means that any business coming onto a parcel has more than 20% of its sales (on an annual basis) coming from competing products or services that is a **Primary Product** of an existing business or **Exclusive Use**, excluding any ancillary or incidental sales associated with an Owner's business. Primary Products are products or services that exceed 25% of an existing business's sales revenues. In a case of dispute, the **Owners Association** shall be the source of interpretation as to competing businesses as to the above definitions and if lack of agreement is obtained there then the dispute would be taken to Circuit Court of Shelby County, Alabama. In the event any third party shall take any legal action or lawsuit in interpretation of this provision in this Agreement, this provision shall be rendered as determined by the Court and Owners shall indemnify and hold Declarant and Owner's Association harmless for all costs and expenses incurred, including attorneys' fees, in defending such action.

(c) **Continuous Operation.** The Exclusive Use set forth in this Section 3.3 for any Development Parcel shall become null and void if the applicable business ceases operating for its Exclusive Use for a period in excess of 6-months consecutively. Continuous operation shall exclude any temporary cessation in operations during remodeling or temporary closures due to casualty or condemnation events which are reported to the Declarant and exceed 6-months for reopening (but such closure never to exceed 1-year under any circumstance). However, anything to the contrary notwithstanding and, provided an Owner of a Development Parcel has given written notice to all other owners within Pelham Central Park within thirty (30) days from the first date Owner ceased its operations and Owner of said Development Parcel provides monthly communications to said owners throughout the 6-month period provided herein, then said

Owner of Development Parcel shall have an additional sixty (60) days to open for business without losing the exclusive use provisions granted herein.

(d) Competing Uses. As an ongoing matter independent of Exclusive Uses, each Owner shall be bound by a duty of good faith and fair dealing among all Owners such that each Owner agrees that it will not directly use nor enter into any lease, license, or occupancy agreement for any space in excess of 500 square feet on its Parcel that Directly Competes with an existing use on any other Owner's Parcel or to any proposed use on any other Owner's Development Parcel that has been disclosed in writing, together with evidence confirming such use (such as a redacted copy of a letter of intent, contract, or lease confirming such use) to such Owner or Declarant by the other Development Parcel Owner. Owners should verify uses or planned uses before transacting a sale or lease to confirm non-competing use within Pelham Central Park.

Section 3.4 **Declarant Rights**. Declarant may assign all or a portion of the Declarant's rights, privileges, and obligations set forth in this Declaration to any subsequent Owner, or an Owner's Association by written instrument recorded in the Probate Office. Declarant shall not have the right to assign the Declarant's rights (or any portion thereof) set forth in this Declaration to any party other than those above referenced. Declarant shall transfer its rights to the Owners Association within 3-months of sale of its last property in which event the Owners Association becomes the Declarant.

ARTICLE IV EASEMENTS

Section 4.1 **Easements for Common Areas**. Declarant does hereby establish, create, and reserve for Declarant and for any Owner of any Development Parcel and their successors and assigns; and its respective tenants, licensees, invitees, patrons, and guests, the following easements with respect to the Property, as shown on the attached the attached **Exhibit C** (the "**Development Site Plan**"), which such easements shall be exclusive as to the Owners and the City and their respective tenants, licensees, invitees, patrons and guests:

(a) a perpetual easement over, across and through all "Pelham Central Park" Entry Ways, access drives and driveways so as to provide for the passage of motor vehicles and pedestrians to, from, and among Pelham Central Park and to and from all abutting streets or rights of way furnishing access to Pelham Central Park;

(b) a perpetual cross parking and ingress and egress easement over the entirety of Pelham Central Park parking and sidewalk areas; subject to the rules and regulations established by the Declarant from time to time;

(c) To Declarant and its successors and assigns, and to the City, a perpetual easement and right to install, maintain, use, repair and replace any Common Drainage Facilities;

(d) To Declarant and its successors and assigns, a perpetual easement and right to construct and maintain landscape areas, irrigation systems, parking lighting and signage, as well as Signage Areas (in the event of an Owner Maintenance Default);

(e) To each Owner and its successors and assigns, a perpetual, non-exclusive easement over, under, across and through each Common Drainage Facilities for the purpose of storm and surface water drainage and the right to tie into the storm water drainage systems for purposes of directing the flow of surface water into the detention pond so long as the Owner provides evidence acceptable to Declarant confirming that the use of such easement will not have a material adverse impact the Common Drainage Facilities and/or the detention pond;

(f) To each Owner and its successors and assigns, a perpetual, non-exclusive, easement under, over, through and across those parts of the Property necessary for the purpose of installing, using, maintaining, repairing and replacing utility facilities to the Property and to bring necessary utilities to a Parcel, including without limitation, telephone, electricity, water, cable, natural gas and storm and sanitary sewers, so long as the Owner provides evidence acceptable to Declarant that the exercise of such easement right will not have a material adverse impact the use of the Parcel burdened by the exercise of such easement right; and

(g) To each Owner and its successors and assigns and their respective tenants, licensees, invitees, patrons, and guests, a perpetual non-exclusive easement over the Common Areas as defined herein (the Common Area Easements), subject to the rules and regulations established by the Declarant and/or the City in mutual cooperation and joint benefit from time to time; and

(h) Without limitation on the easements and rights set forth in paragraph (a) above, to Declarant and its successors and assigns, a perpetual easement and right to construct and maintain any Common Area in the performance of its duties as set forth in Section 5.1(a) below in the event of an Owner Maintenance Default. The cost and expenses of maintaining the Common Areas shall be assessed between the Development Parcel Owners in the proportions as set forth on Exhibit "E" and shall be included in the Parcels Common Area Maintenance Expenses as detailed below.

ARTICLE V MAINTENANCE OBLIGATIONS

Section 5.1 **Maintenance Expenses.**

(a) **Common Area Maintenance Expenses.** All of the Common Areas and improvements constructed by Declarant or Owners within the Common Areas established by Declarant from time to time shall be constructed, kept open, clean, and available for use and maintained by Owners and/or Declarant in a manner determined by Declarant in its reasonable discretion, and otherwise in compliance with all laws, statutes, ordinances and regulations of all federal, state and local government agencies and this Declaration. Each Owner shall maintain its individual parcel as to curb, gutter, paving, striping, lighting, signage, drive-thru, landscaping with irrigation and any other improvements on its Parcel. If an Owner defaults on its obligation to maintain the Common Area ("**Owner Maintenance Default**") after 30-days written notice by Declarant of an Owner Maintenance Default, the Declarant may perform said work and the other non-

defaulting Owners shall pay its adjusted share as based on each Owner's Share of Expenses and/or prorate percentage in the Owner's Association (as set forth on **Exhibit E** attached hereto) of all costs and expenses incurred by Declarant to perform said work; plus a reasonable administration fee not to exceed the greater of ten percent (10%) of actual costs plus reasonable cost of a third party manager of the work to be performed as determined by the Owner's Association.

(b) Common Area Excluded Expenses. Notwithstanding anything herein to the contrary, Common Area Maintenance Expenses shall not include any of the following items, costs, or expenses incurred with respect to the Common Areas (the "Excluded Expenses"): (i) amortization, or depreciation; (ii) costs of any service which inures solely to the benefit of a particular Development Parcel or Parcels in the Development (which shall be assessed solely to the Owner of the benefitted Development Parcel(s)); (iii) taxes and other government assessments (which shall be payable by the applicable Owner(s) of the Development Parcel(s)); (iv) intentionally deleted; (v) mortgage payments or costs associated with financing (except for financing cost which may be required for Common Area Maintenance Expenses unpaid by any Owner); (vi) repairs and restorations due to casualty and condemnation to the extent Declarant is reimbursed by insurance proceeds or condemnation awards; (vii) charitable or political contributions; (viii) any "tap fees," "impound fees" or any sewer or water connection fees for the benefit of any particular Parcel in the Development (which shall be assessed solely to the Owner of the affected Parcel); (ix) entertainment, lodging, dining or travel expenses; (x) costs related to the initial stock of tools and equipment used for the operation, repair and maintenance; and (xi) any other expenses which, in accordance with generally accepted accounting principles, would not normally be treated as customary maintenance costs for similar properties. Notwithstanding anything contained herein to the contrary, there shall be no duplication of charges to any Owner under this Declaration. Declarant agrees that at no time shall Common Area Maintenance Expenses, other than the administrative fee, be based on an amount greater than Declarant's actual cost.

(c) Common Area Maintenance Expenses Budget. Common Area Maintenance Expenses for Owner Maintenance Defaults shall be based on an annual budget for the Common Area Maintenance Expenses estimated and prepared by the Declarant at the time of Default Notice and prior to January 1 of each year until the default is resolved. Said budget shall be reconciled with the actual expenses at the end of the calendar year and any surplus shall be refunded or credited to those Owners that paid for such expenses and any deficiencies charged to the Owners for immediate reimbursement to Declarant. In addition, the Common Area Maintenance Expenses shall include all Insurance Premiums, reserve contributions, and capital expense account contributions reasonably deemed necessary to maintain the Common Areas by the Declarant. Each Owner (as applicable) shall reimburse Declarant on a monthly basis (not later than the 5th day of each month) for such Owner's pro rata share of the Common Area Maintenance Expenses. Such expenses not paid when due shall incur a late fee in the amount of \$100.00 and accrue interest at the Default Rate until paid. A Defaulting Owner may be subject to a charge of \$2,500 per month (after 30-days written notice) plus the amount to reimburse for Declarant's cost incurred, plus monthly accrued interest at the Default Rate plus 5.00%. Once repaid the Declarant shall repay the non-defaulting Owners for their contributions

plus prorata share on interest received. Any returned checks or required refunds of said payments shall be charged for actual cost incurred by Declarant plus a \$50 service charge payable to Declarant. Any additional funds held by the Owner's Association (after Declarant has sold its parcels and assigned its rights to the Owner's Association) shall be equally distributable annually by the non-defaulting Owners on a pro-rata basis.

(d) Assessment Lien. There is hereby created a continuing lien, (1) on each Parcel and all improvements thereon, with power of sale, in favor of Declarant which secures the payment to Declarant of any and all Common Area Maintenance Expenses levied against or upon any Parcel, all late fees or charges, default rate interest and all reasonable attorneys' fees and expenses, court costs and all other expenses paid or incurred by Declarant in collecting any Common Area Maintenance Expenses; and (2) on Parcels and all improvements thereto, with power of sale, in favor of Declarant which secures the payment to Declarant of any and all Common Area Maintenance Expenses levied against or upon Parcel, all late fees or charges, interest at Default Rate, and all reasonable attorneys' fees and expenses, court costs and all other expenses paid or incurred by Declarant in collecting any Common Area Maintenance Expenses.

The lien provided for herein shall be in favor of Declarant or the Owner's Association and may be foreclosed at any time following the filing of such lien in the Probate Office in the same manner as a foreclosure of a mortgage on real property containing a power of sale under the laws of the State of Alabama, as the same may be modified or amended from time to time. Declarant or Owner's Association shall have the right and power to bid at such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell any Parcel. Owner shall be deemed to (1) grant to and vest in Declarant and its agents, the right and power to exercise the power of sale granted herein to foreclose the lien created herein, (2) grant to and vest in Declarant and its agents, the right and power to bring all actions against Owner personally for the collection of all amounts due from 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.

Section 5.2 Right to Audit. In the event an Owner's pro rata share of Common Area Maintenance Expenses exceeds Five Thousand and No/100 Dollars (\$5,000.00) per annum, such Owner shall, at the Owner's sole expense, have the right to audit, the preceding years Declarant's Common Area Maintenance Expenses, but not more than once annually and only after the following April 15 of the year to be audited (and with 30-days written notice to Declarant). Access to Declarant's Common Area Maintenance Expense records shall be provided to such Owner within thirty (30) days after Owner's written request and notice therefor. If such access is not provided, Owner shall be relieved of its obligation to pay such Owner's share of such charges until access is provided. Declarant agrees to maintain its records of Common Area Maintenance Expenses for at least 36 months from the date of each applicable invoice to Owner. If any audit shall indicate that, in any of Declarant's statements, the charges were overstated by Declarant by an amount in excess of five percent (5%) of the actual costs, then Declarant shall pay to Owner the reasonable cost of such audit, not to exceed \$3,000.00.

Section 5.3 Development Parcel Owner & Owner Association Right of Self-Help. As long as this Declaration is in effect, the terms and provisions of this Article V notwithstanding, Declarant and Owners agrees that if a condition exists which the Declarant is required under this

Declaration to repair, and if the Declarant fails to: (i) repair said condition within sixty (60) days after receipt of notice of the existence thereof from Development Parcel Owner; or (ii) if such repair cannot reasonably be completed within said sixty (60) days, to commence such repair within said sixty (60) days and thereafter diligently and in good faith pursue the correction of such repair within a reasonable period of time, then, in such events, Development Parcel Owner(s) shall have the right, but not the obligation, to make such repairs at the expense of Declarant or Defaulting Owner. The terms and provisions of the foregoing sentence to the contrary notwithstanding, if such condition constitutes an imminent threat of injury to persons or damage to property or renders the improvements on a Parcel untenable, a Development Parcel Owner shall exercise reasonable efforts to notify Declarant of such condition, but, in any event, a Development Parcel Owner shall have the right, but not the obligation, to repair such condition at the expense of Declarant. Declarant agrees to reimburse Development Parcel Owner for all costs of such repairs promptly upon demand, which demand shall include documentation of all reasonable third-party costs incurred by Development Parcel Owner and if non-payment then Default terms apply.

ARTICLE VI IMPROVEMENTS; MAINTENANCE OF IMPROVEMENTS; DAMAGE TO IMPROVEMENTS

Section 6.1 Initial Construction, Alterations, and Additions.

(a) Prior to the commencement of construction of any improvement on any Parcel (an “**Improvement**”), each Owner shall submit to Declarant, for Declarant’s prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, Owner’s site and building plans, including, but not limited to Owner’s exterior elevations, site & civil plans, landscaping and irrigation plans, sign specifications, indicating the building and other Improvements to be constructed on any part of the Property (the “**Improvement Plans**”). Any proposed changes to the Improvement Plans required by the Declarant shall not cause an Owner to change such Owner’s brand. Each Owner shall design, construct, and maintain all Improvements in accordance with the approved Improvement Plans, which said Improvement Plans shall include the following: (A) all utilities serving such real property must be extended entirely under-ground and there shall be no lines, services, poles (excluding those light poles and utility poles existing or subsequently installed by a local utility provider within existing utility easements), wires or other utility facilities, which shall be constructed or permitted to remain above ground level except for situations specifically allowed by Declarant in writing or temporary overhead utility lines utilized by Owner solely during the construction or re-construction of any Improvements on any Parcel, (B) subject to screening as required herein, utility meters, generators, transformers, heating, ventilating and air conditioning equipment and any other equipment or similar external components of mechanical systems necessary to provide any utility services to any Improvements on any Parcel, (C) manholes and manhole covers, (D) storm drainage inlets, (E) exterior lighting (on building and in the parking lot), (F) sufficient irrigation systems, (G) decorative screening and/or landscaping shall be provided as necessary in order to obscure from public view all meters, transformers, Dumpster Areas, loading and service areas, mechanical and electrical equipment, storage facilities and bins, and other building appurtenances which may be aesthetically undesirable. All landscaping, parking areas and associated parking lot lighting shall be consistent with

existing improvements with metering, monitoring and control directly to the respective Owner. Appropriate screening shall be provided to screen roof-mounted equipment, roof vents and other appurtenances from public view from pedestrian and vehicular traffic. All Parcel Improvements shall comply with City requirement and Architectural Review (as directed by Declarant), and Declarant shall have the right to require that all Improvements, including hardscaping and landscaping, within the Property be aesthetically similar. Once the Improvement Plans have been approved by Declarant, Owner shall proceed diligently to construct and install, at its sole cost, the Improvements in strict accordance with the approved Improvement Plans. Thereafter, Owner shall not make any material modifications, alterations, deletions or additions to the Property or other improvements (other than as shown on the approved Improvements Plans) without Declarant's prior written approval, provided Declarant's consent shall not be required for changes and alterations so long as (1) the building footprint and exterior will not be changed (whether by an increase in size or a re-configuration), and (2) the alterations and/or changes otherwise comply with the terms, conditions and restrictions set forth in this Declaration. In the event an approval is required, Declarant shall not unreasonably condition, withhold, or delay its approval. Any subsequent alterations or additions to each Owner's Improvements shall be subject to Declarant's review and approval in accordance with the foregoing.

(b) **Architectural Review.** All Improvements shall be reviewed to assure architectural quality and consistency within the Development per the Declarant. Review of plans (after initial Improvements are completed) will carry a charge by the Declarant of \$500.

Section 6.2 **Maintenance of Improvements.** All buildings, whether occupied or unoccupied, and any other Improvements placed on a Parcel shall at all times be maintained in a condition commensurate with all other improvements on the Property and state of repair, normal wear and tear excepted, and in such condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on-such Parcel or the accumulation of rubbish or debris thereon. In no event shall any building be boarded up. Declarant reserves for itself the right, after thirty (30) days' notice to any Owner of a Parcel, to enter upon such Parcel with such equipment and devices as may be necessary for the purpose of (i) repairing or restoring Improvements or exterior lighting, or (ii) removing, clearing, trash which in the opinion of Declarant detracts from the overall beauty and safety of the Property, or (iii) performing any other obligation of an Owner under this Declaration which obligation such Owner has failed to perform. Declarant may charge the Owner for cost of work performed plus a reasonable fee, up to 10% of actual costs, for such services, which charge shall constitute a lien upon such building which shall accrue interest at the highest rate permitted by Alabama law, provided, however, that the provisions of this section shall not be construed as an obligation on the part of Declarant to provide garbage or trash removal services or to perform any other obligation of an Owner.

Section 6.3 **Casualty and Condemnation.**

(a) In the event any Improvements are damaged by fire or other casualty (whether insured or not), such Owner shall promptly remove the debris resulting from such event and provide a sight barrier and within a reasonable time thereafter shall either (i) repair or restore such Improvements so damaged, such repair or restoration to be performed in accordance with the provisions of these Covenants; (ii) erect other building

improvements in such location, in accordance with plans and specifications subject to Declarant's approval as set forth herein; or (iii) demolish such Improvements and restore the area to an attractive condition. Each Owner shall have the option to choose which of the foregoing alternatives to perform, but shall be obligated to perform one of such alternatives and shall give notice to Declarant within one hundred twenty (120) days from the date of such casualty of which alternative such Owner has selected and shall commence performance of such alternative within one hundred eighty (180) days from the date of such casualty and, thereafter, continually and diligently pursue such alternative to completion.

(b) In the event of a taking of a portion of an Owner's building by right of eminent domain or sale in lieu thereof that results in a loss of all or any portion of the Improvements thereto, such Owner shall, within ninety (90) days of such taking or sale in lieu thereof, restore such Improvements as nearly as possible to the condition existing prior to the taking or sale in lieu thereof.

ARTICLE VII INDEMNITY

Section 7.1 **Indemnity.** Each Owner shall indemnify and save Declarant, the City and Declarant's and the City's employees, members, managers, tenants and agents harmless from and against any and all claims and demands (except such as result from the negligence of Declarant, the City or their agents, contractors, servants or employees, as the case may be) for, or in connection with any accident, injury, or damage whatsoever caused to any person or property arising solely from the negligence of the Owner. The Declarant shall indemnify and save the City, each Owner and each Owner's and the City's employees, members, managers, tenants and agents harmless from and against any and all claims and demands (except such as result from the negligence of an Owner, the City or their agents, contractors, servants or employees, as the case may be) for, or in connection with any accident, injury, or damage whatsoever caused to any person or property arising solely from the negligence of the Declarant.

ARTICLE VIII INSURANCE

Section 8.1 **Liability Insurance.** Each Owner shall maintain, or cause to be maintained, a comprehensive general liability insurance policy with respect to such Owner's Parcel and such Owner's rights in and to the Common Areas in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The obligation to maintain the policy shall begin on the date that such Owner acquires title to its Parcel and shall extend throughout the time that such Owner owns its Parcel. The policy shall insure Declarant as additional insured in connection with any dram shop liability, bodily injury, death, or property damage or destruction caused by Owner, its tenants, licensees, invitees, patrons, or guests, occurring in the Common Areas. The Declarant shall maintain a liability policy with respect to the Common Areas in an amount equal to that maintained with respect to properties similar to the Development, such cost to be annually paid by the Development Parcel Owners in percentages per **Exhibit E**. The Declarant's policy shall insure Development Parcel Owners and the City as additional insured in connection with any dram shop liability, bodily injury, death, or property damage or destruction caused by any Owner, its tenants, licensees, invitees, patrons, or guests, occurring in the Common Areas.

Section 8.2 **Property Insurance.** Each Owner shall carry, or caused to be carried, a Cause of Loss-Special (“All Risk”) insurance policy with respect to such Owner’s building and improvements. The coverage limits shall not be less than a reasonable estimate of the cost of replacing the building and Improvements (excluding footers and foundations). Owners shall provide evidence hereof on an annual basis.

Section 8.3 **General Clauses Concerning Insurance.** Each insurance policy carried pursuant to the foregoing provisions shall be issued by an insurance company that is rated as A- or better by A. M. Best Company. Such insurance may be included in general coverage under policies which also include the coverage of other property in which an Owner has an insurable interest. A copy of each such insurance policy or a certificate with respect to the policy shall be delivered to Declarant annually or upon written request.

Section 8.4 **Dram Shop Liability Insurance.** If a business engaged in the sales of alcoholic beverages is located on the Property, such parcel and/or building’s Owner shall also provide, or cause to be provided, for so called “Dram Shop Liability” in the comprehensive general liability insurance coverage required to be maintained pursuant to Section 8.1. The obligation to maintain Dram Shop Liability coverage may be satisfied by the occupant/tenant of any building Owner that is required to provide insurance coverage hereunder, provided such occupant/tenant shall have complied with all insurance requirements applicable to an Owner hereunder. Declarant, the City and the Development Parcel Owners shall be named as Additional Insureds and Declarant shall have the right to modify the requirements of this Article VIII pursuant to separate written agreement with an Owner, in Declarant’s sole and absolute discretion.

Section 8.5 **Force Placed Insurance.** If an Owner fails to obtain any or all of the insurance coverage required by this Article VIII, Declarant may, but shall not be obligated to, obtain such insurance on behalf of the Owner at reasonable and customary cost, and the Owner shall be required to reimburse the Declarant within fifteen (15) days of notice from the Declarant to the Owner that such insurance premium has been paid by the Declarant or is owed to the insurance company. Otherwise, such amounts shall carry Default Rates until repaid.

ARTICLE IX GENERAL COVENANTS AND RESTRICTIONS

Section 9.1 **Garbage, Trash and Refuse.** No refuse, garbage, trash, lumber or metal (except building materials during the course of construction of any approved Improvement); and no grass, shrub or tree clippings; and no plant waste, compost, bulk materials or debris of any kind shall be kept, stored or allowed to accumulate on any Parcel except within an enclosed structure or container approved by the Declarant or unless appropriately screened from view in a manner acceptable to the Declarant, except that any refuse container containing such materials and approved by the Declarant may be placed outside at such times as may be reasonably necessary to permit garbage or trash pickup. Each Owner further agrees to store all trash and garbage in adequate containers, to locate such containers on designated pads with enclosures so that they are not readily visible, to keep such containers and Dumpster Areas in good repair, clean condition with efforts to minimize odor therefrom (specifically having hot water to the Dumpster Areas and drainage to allow regular cleaning), and to arrange for regular removal of such trash or garbage. Each Owner is directly responsible for their own Dumpster

Area, maintenance thereof and regular garbage service. If Parcel's share a Dumpster Area they should arrange an agreement as to the installation, maintenance and service thereof unless provided for herein

Section 9.2 **Parking Lots.** While all parking lots are for cross-parking between the various Parcels and City Parcels, each Owner of a Parcel may designate up to 2 spaces per 1,000 square feet of building area for designated parking. Each Owner, in good faith and subject to availability, will make sure that all employee parking is handled on its own Parcel (or off-site if necessary or in such areas designated for employees).

Section 9.3 **Landscaping.** All Owners will install their landscaping and irrigation per approved plans by the Declarant. The irrigation system will be metered to the Development Parcel Owner and it and the landscaping shall be controlled by the Owner.

Section 9.4 **Temporary Structures.** No tent, shack or temporary structure, building, garage or trailer shall be placed upon any Parcel except with the prior written consent of the Declarant obtained in each instance. The preceding sentence shall not apply to construction activities conducted in accordance with the reasonable requirements of the Declarant and shall not prevent customary outdoor displays.

Section 9.5 **Antennas, Aerials and Dishes.** No exterior radio antenna or aerial, television antenna, aerial dish or similar facility of any type shall be erected or maintained in the Property (specifically including any Parcel) without the prior written approval of the Declarant of the location of and screening for any such object.

Section 9.6 **Connection Points for Utility Service Lines.** Owners agree to connect utility service lines (including, but not limited to, gas, water, sewer and electricity) at points mutually determined by Declarant and Owner.

ARTICLE X OWNER'S ASSOCIATION

Section 10.1 **Owner's Association.** Upon or at any time prior to Declarant's sale of all of the Property, Declarant, at its sole option, will cause an owner's association (the "**Owner's Association**") to be formed solely for the management of the Common Areas and ultimate position of Declarant. The members of such Owner's Association shall consist of all Owners in Pelham Central Park. Such Owner's Association shall be governed by a Board of Directors which shall be elected by the Owners and shall include one representative from each Parcel. Such Owners shall have the right to vote in the Owner's Association in accordance with the percentages set forth on **Exhibit E** for matters of the Owner's Association and all matters shall be determined by majority vote except for an amendment to this Declaration or termination of this Declaration following the Initial Term of this Declaration, which shall require an affirmative vote of the Owners holding at least seventy-five percent (75%) of the votes in the Association (based on the percentages set forth on **Exhibit E**). Declarant shall have the right to transfer to the Owner's Association all of Declarant's rights and obligations under this Declaration with respect to the Common Areas, including but not limited to Declarant's rights to enforce the terms and conditions of this Declaration and Declarant's obligations to maintain the Parcel's Common Areas should an Owner default. Upon such transfer, the Owner's Association shall have the right to enact such commercially reasonable rules and regulations governing the Property as will assist all Owners in the

orderly operation and preservation of the value of their properties, including but not limited to the following: (a) designation of an architectural review committee to oversee the character and quality of Improvements to be constructed, repaired or re-built; (b) provide for liens against the Parcels to assure compliance with the terms and provisions hereof; provided that such liens shall be subordinate to the liens of any first or second mortgage; (c) elect a board of directors for the Owner's Association; (d) enact rules and regulations concerning rebuilding Improvements on the properties after casualty or condemnation; (e) hire a third party management company to manage the affairs of the Association; (f) pay expense of the Association; and (g) provide for the enforceability of the rules and regulations by all Owners. Each Owner shall take such further actions and execute such further documents as are necessary to effect the formation of the Owner's Association and the enforceability of rules and regulations promulgated by the Owner's Association. Notwithstanding anything contained herein to the contrary, HCI Pelham Central, LLC shall have the right to control the architectural review committee for so long as it owns any portion of the Property.

ARTICLE XI DEFAULT AND REMEDIES

Section 11.1 Default & Remedies.

(a) If an Owner fails to comply with any provision of this Declaration, then Declarant may, upon thirty (30) days prior written notice, proceed to cure the default (and shall have a license to do so) by the payment of money or performance of some other action for the account of such Owner. The foregoing right to cure shall not be exercised if within the thirty (30) day notice period (i) Owner cures the default, or (ii) if the default cannot reasonably be cured within said 30-day period but Owner begins to cure such default within such 30-day time period and diligently pursues such action to completion. The thirty (30) day notice period shall not be required if, using reasonable judgment, Declarant deems that an emergency exists which requires immediate attention. In the event of such an emergency, Declarant shall give whatever notice to the Owner as reasonable under the circumstances.

(b) Within fifteen (15) business days of written demand (including providing copies of invoices reflecting costs plus allowed fees for administration or third-party engagement), the defaulting Owner shall reimburse Declarant for any sum reasonably expended by Declarant to cure the default, together with Default Rate Interest thereon until paid plus a Default Penalty. If such amount is not paid within sixty (60) days following demand, it shall, together with interest thereon and costs of collection thereof, become a continuing lien on the Parcel, which shall bind such property until such amount is paid (including default interest accrued monthly through payment is received), at which time Declarant will record a release of such lien after written request by Owner.

(c) In the event any Owner or Declarant shall institute any action, arbitration or proceeding against another Owner or the Declarant relating to the provisions of this Declaration, the unsuccessful litigant in such action, arbitration, or proceeding shall reimburse the successful litigant therein for costs and expenses incurred by the successful litigant in connection with such action or proceeding and any appeals therefrom, including reasonable attorneys' fees and court costs.

(d) All remedies are cumulative and shall be deemed additional to any and all other remedies to which each party may be entitled in law or in equity. Each party shall also have the right to restrain by injunction any violation or threatened violation by any other party of any of the terms, covenants, or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

ARTICLE XII GENERAL

Section 12.1 **Grantee's Acceptance.** The grantee of any Parcel encumbered by this Declaration, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purpose thereof, whether from Declarant or a subsequent owner of such Parcel, shall accept such deed or other contract upon and subject to each and all of the provisions of this Declaration herein contained.

Section 12.2 **Notice.** Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon any Owner shall be in writing and shall be deemed to have been duly served on the date it is personally delivered (including but not limited to delivery by courier or by expedited delivery service such as but not limited to Federal Express) or, if mailed, on the date of confirmed receipt, sent by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to such Owner at the address given by such Owner to Declarant for the purpose of service of notices, or to the address to which the ad valorem tax bills for such Owner are mailed if no such address has been given to Declarant. Any Owner may change the address for service of notice by ten (10) days' prior written notice to Declarant setting forth the change in the address. Any notice or other instrument required or permitted to be given or delivered under the terms of this Declaration shall be addressed to Declarant as follows:

IF TO DECLARANT:

HCI PELHAM CENTRAL, LLC
3075 Healthy Way
Vestavia Hills, AL 35243
Attn: Jordy Henson

Section 12.3 **Enforcement.** This Declaration shall be (i) enforceable in any court of competent jurisdiction by way of damages and injunctive relief by Declarant, its successors and assigns and (ii) governed by the laws of the State of Alabama.

Section 12.4 **Notification of Development Parcel Owners.** Upon the sale of each Parcel by Declarant or by the Development Parcel Owner (if sold by the Development Parcel Owner), notice shall be given to all existing Owners providing the name of the new Development Parcel Owner and the New Development Parcel Owner's contact information. Further, the new Development Parcel Owner will be provided contact information for all existing Development Parcel Owners.

Section 12.5 **Estoppel Certificate.** Each Owner agrees that upon written request (which shall not be more frequent than three (3) times during any calendar year) of any other Owner, it will issue within fifteen (15) business days after receipt of such request to such Owner, or its prospective

mortgagee or successor, an estoppel certificate stating to the best of the issuer's knowledge as of such date:

- (a) Whether it knows of any default under this Declaration by the requesting Owner, and if there are known defaults, specifying the nature thereof in reasonable detail.
- (b) Whether this Declaration been assigned, modified or amended in any way by it and if so, then stating the nature thereof in reasonable detail.
- (c) Whether this Declaration is in full force and effect.

Such estoppel certificate shall act to estop the issuer from asserting a claim or defense against a bona fide encumbrancer or purchaser for value to the extent that such claim or defense is based upon facts known to the issuer as of the date of the estoppel certificate which are contrary to the facts contained therein, and such bona fide purchaser or encumbrancer has acted in reasonable reliance on such estoppel certificate without knowledge of facts to the contrary. The issuance of an estoppel certificate shall in no event subject the issuer to any liability for the negligent or inadvertent failure of the issuer to disclose correct or relevant information.

Section 12.6 **Term.** This Declarations shall be effective as of the date first above written and shall continue for twenty (20) years (the "**Initial Term**"). Thereafter, this Declaration shall automatically renew for successive five (5) year terms unless two-thirds of the Parcel Owners vote to terminate the Covenants during the fifth (5th) year of a renewal term.

Section 12.7 **Severability.** Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any of the other agreements contained herein, which shall remain in full force and effect.

Section 12.8 **Modification.** This Declaration may be modified or amended in whole or in part only with the written consent of the City and by a written and recorded instrument recorded in said public records and signed by Declarant and the Development Parcel Owners from time to time.

Section 12.9 **Waiver of Trial by Jury.** EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING TO IN ANY WAY TO THIS AGREEMENT OR ANY OF THE DOCUMENTS EXECUTED IN CONNECTION HEREWITH, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING.

[Signature page follows.]

IN WETNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer on this 17 day of July, 2024.

DECLARANT:

HCI PELHAM CENTRAL, LLC
an Alabama limited liability company

By: W. Jordan Henson "Jordy"
Name: W. Jordan "Jordy" Henson
Its: Manager

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that W. Jordan "Jordy" Henson, whose name as the Manager of HCI Pelham Central LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same hears date.

Given tinder my hand this the 17 day of July, 2024.

Lynn Travis Garnett
NOTARY PUBLIC

[SEAL]

My Commission Expires:

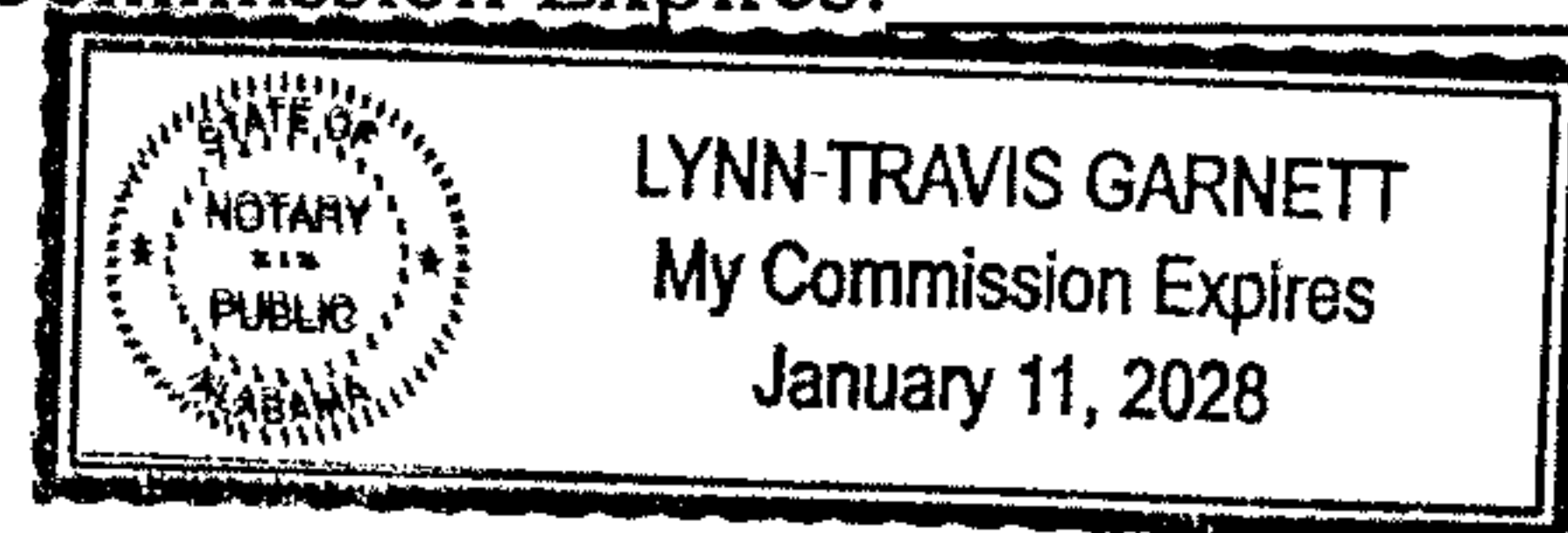
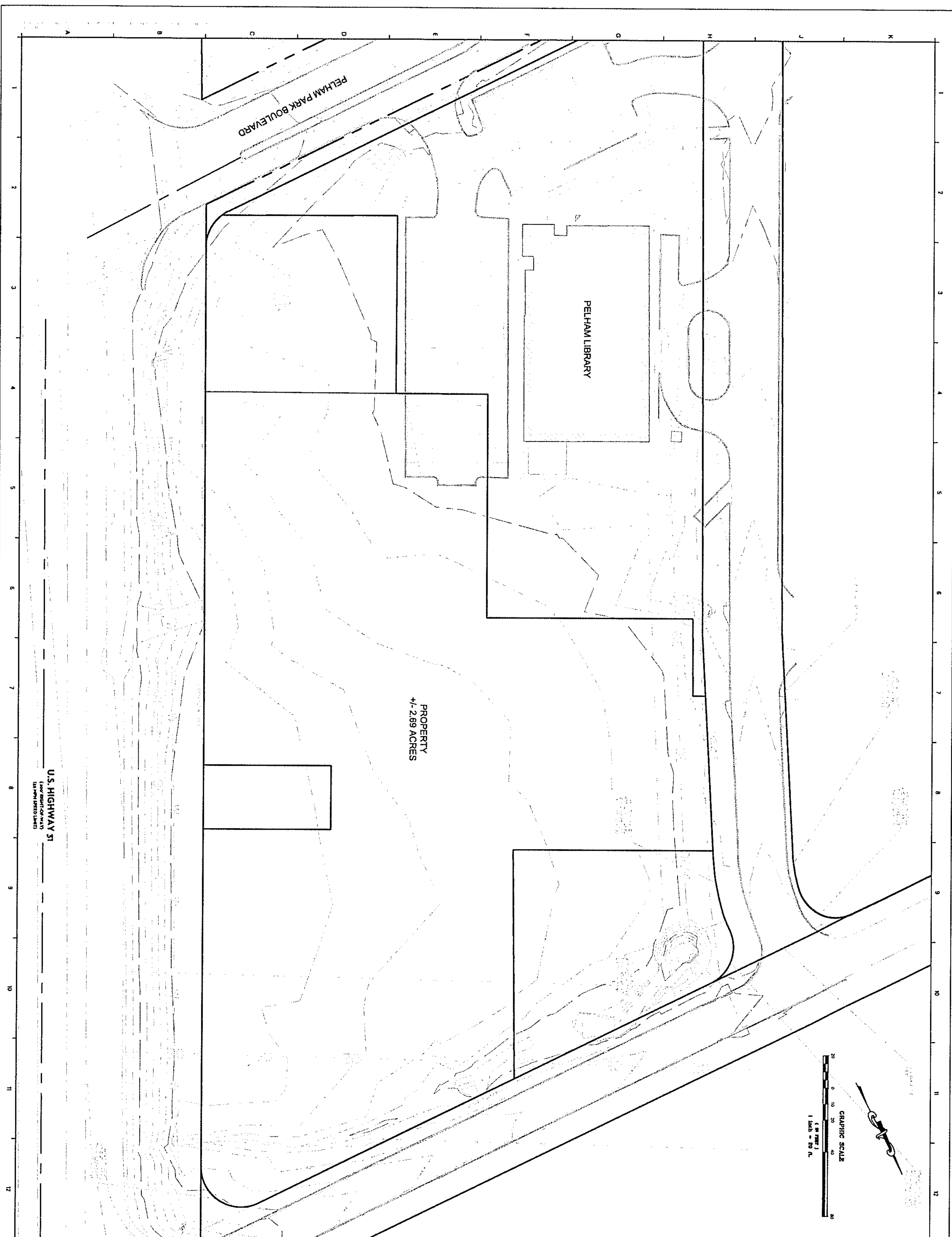


Exhibit A

Legal Description of Property

Lots A, B, C, D, and E according to the Resurvey of Lot 3 Pelham Park Subdivision as recorded in Map Book 60, pages 13A & 13B, in the Probate Office of Shelby County, Alabama



THE PROPERTY

PELHAM RETAIL DEVELOPMENT
US HIGHWAY 31
PELHAM, AL

GMC Project #CBHM220035

EXH. A

ISSUE	DATE
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DRAWN BY:
CHECKED BY:

**2400 5th Avenue S, Suite 200
Birmingham, AL 35233
T 205.879.4462
OMCHNETWORK.COM**

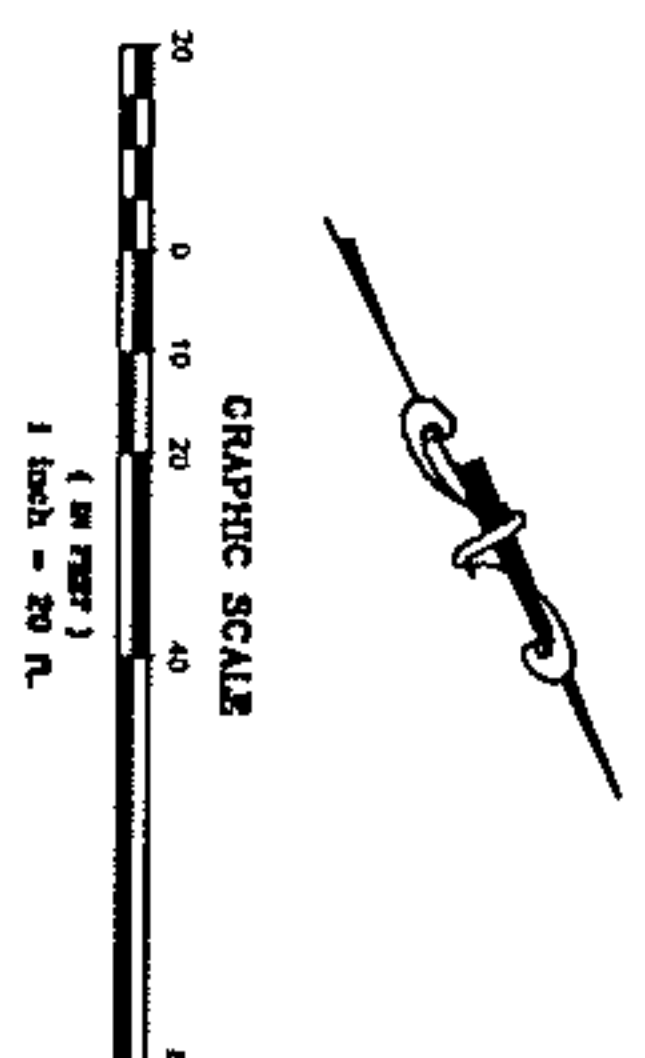
GMC

Exhibit B

The Development Parcels and City Parcels

Exhibit C

The Development Site Plan



U.S. HIGHWAY 31
(500' HEIGHT-OF-WAY)
(40 MPH SPEED LIMIT)

DEVELOPMENT SITE PLAN

EXH. C
_____ of _____

PELHAM RETAIL DEVELOPMENT
US HIGHWAY 31
PELHAM, AL

GMC Project #CBHM220035

ISSUE	DATE
DRAWN BY:	
CHECKED BY:	

**2400 5th Avenue S, Suite 200
Birmingham, AL 35233
T 205.879.4462
OMCNETWORK.COM**



Exhibit D**Use Restrictions**

1. A use or operation that is generally considered to be an environmental risk to any portion of the Development or surrounding properties;
2. A laundry or dry cleaning establishment, provided, the foregoing restriction shall not include an establishment for dry cleaning drop-off and pick-up only, with no cleaning services being performed at the subject property;
3. Any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance (provided that the foregoing is not intended and shall not be construed to prohibit a drug store or pharmacy or any other medical use operated in accordance with applicable laws);
4. Adult book store, an establishment selling or exhibiting pornographic materials or any form of adult entertainment or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility, a national massage chain such as Massage Envy, or therapeutic massage);
5. A pool or billiard hall, arcade, night club, dance club (excluding professional dance schools);
6. An abortion clinic; Planned Parenthood;
7. Automobile dealerships, automobile sales, automobile servicing, a truck stop;
8. A mobile home park, trailer court (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance), or mobile home sales lot;
9. Off-track betting establishment, bingo parlor or any gambling use;
10. A business which would emit or produce noxious fumes, gases, excessive dust, dirt or loud noises (except for automobile sales, service or repair);
11. An assembly, manufacturing, refining, smelting, industrial, drilling or mining operation; provided, however, that notwithstanding anything to the contrary in this Declaration, the manufacturing and/or distilling of alcohol or baking of foods for retail sale (e.g. a brewery or bakery) are specifically exempt from this restriction;
12. A junk yard, stock yard, animal raising operation, a dump or disposal or any operation for the incineration or reduction of garbage or refuse;

13. A pawn shop, thrift store, , flea market; except national or regional stores with more than 3 retail locations like Good-Will, Vapor Thrift, Plato's Closet, or the like.
14. A store dedicated to the sale of tobacco products (other than high-end cigars or pipes), electronic cigarettes or other vapor-producing devices;
15. A place whose primary use is where tattoos and/or body piercings are performed or displayed;
16. A mortuary or funeral home;
17. A church or other place of worship (except in connection with a hospital or other medical facility), banquet hall, auditorium or meeting hall;
18. No flashing neon signs may be placed in the window or on any buildings or on any poles located in the Development;
19. Carnival, amusement park, or circus;
20. Any use which emits an obnoxious odor (excluding ordinary cooking odors), noise or sound;
21. Any dumping, disposing, incineration or reduction of garbage;
22. Any establishment selling or exhibiting illicit and/or illegal drug-related paraphernalia; or
23. Any uses prohibited by the City or in violation of any published City ordinances.

Exhibit E**Pelham Central Park Owners Association Percentages based on square footage of Parcel**

<u>Parcel</u>	<u>Site square footage</u>	<u>Percentage of Expense</u>	<u>Association Votes</u>
A	13,171.61	11.24	11.24
B	21,418.99	18.27	18.27
C	24,872.71	21.22	21.22
D	37,897.2	32.34	32.34
E	19,847.90	16.93	16.93
Total	117,208.41	100%	100 votes



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 07/18/2024 09:45:21 AM
 \$103.00 JOANN
 20240718000219350

Allen S. Bayl