

Prepared by: Robin Trimm
121 Bishop Circle
Pelham, AL 35124

**DECLARATION OF
RESTRICTIVE COVENANTS
FOR
HERITAGE PINES**

KNOW ALL MEN BY THESE PRESENTS: That:

WHEREAS, Heritage Oaks Investments, LLC, (“the Developer”) has heretofore acquired fee simple title to certain real property-situated in Shelby County, Alabama all of which is described and included in the property described on Exhibit “A” attached hereto and incorporated herein by reference (the Property). The Developer has divided the Property into 12 tracts, also known as Tract 7 through 18 as shown on the map and survey of Heritage Pines of Shelby County, Alabama (Exhibit “B”). The Property is more fully described on Exhibit “A” hereto and the Survey on Exhibit “B”, of the land as prepared by Ray and Gilliland, P.C. (Christopher M. Ray) and dated June 13, 2024.

WHEREAS, the Developer desires to develop a residential estate subdivision (the Subdivision) to be known as Heritage Pines, and wish, to subject the Property to the restrictions and covenants set forth in this Declaration of Restrictive Covenants for Heritage Pines (herein “the Declaration”) and

WHEREAS, the Developer and Property Owner herein named desire to subject each Lot Owner or Tract Owner as herein defined to membership in the Heritage Pines Homeowner’s Association, Inc. (the “Association”).

NOW THEREFORE, the Developer and Property Owner do, upon recording hereof, declare and make the Property and each of the Lots and Tracts now or hereafter included in the subdivision of the Property subject to the covenants, conditions, restrictions, uses, easements, limitations and affirmative obligations set forth in this Declaration, all of which are declared to be in furtherance of a plan for the improvement of the Property in a desirable and uniform manner, and all of which shall run with the land and shall be binding on all persons, firms or corporations having or acquiring any right, title or interest in the Property, the Lots, the Tracts, or any part(s) thereof, and shall be for the benefit of each such Owner of Property or interest therein, and shall inure to the benefit of and be binding upon each successor in interest to the Owners thereof.

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**ARTICLE I
DEFINITIONS**

For the purposes of this instrument, the following capitalized terms shall have the following meanings:

(a) "Lot", means future platted lots 1-6 to be on a recorded plat, in the Probate Office of Shelby County.

(b) "Tract", means any Tract or Parcel within Heritage Pines as depicted in the map and survey of Heritage Pines as heretofore referred to.

(c) "Easements", referring to easements 1-3 as depicted on "Exhibit B" and as legals are shown on "Exhibit C."

(d) "Primary Dwelling", means a single family residential dwelling.

(e) "Outbuilding", means a barn, stable, workshop, storage building, pier, gazebos or other structure which is not intended for permanent or primary occupancy by human beings.

(f) "Structure", means a Primary Dwelling or Outbuilding.

(g) "Owner", "Tract Owner" or "Lot Owner", means in the aggregate, all of the Owners in the aggregate of fee simple interests in and to any Tract or Lot and individually, the owner of a Tract or Lot. Notwithstanding multiple ownership of any Tract or Lot, for the purposes of this instrument, no Tract or Lot shall be afforded more than one vote for any matters contained in this instrument. Owners of Tracts or Lots will have one vote per Tract or Lot owned. If a Tract or Lot is owned by more than one person or by an entity (other than a natural person), the Owner (or other natural person, if the Owner is an entity other than a natural person) entitled to cast the vote appurtenant to said Tract or Lot shall be designated by the Owners of a majority interest in the Tract or Lot. A voting member must be designated as the person entitled to cast the vote for all such owners of that Tract or Lot by a statement filed with the Association, in writing, signed under oath by the Owners of a majority interest in the Tract or Lot. The designation may be revoked and a substitute voting member designated at any time at least five (5) days prior to any meeting. If a designation of a voting member is not filed at least five (5) days prior to any meeting, no vote shall be cast at such a meeting by or for said Tract Owner(s) or Lot Owner(s).

(h) "Mortgagee", means the holder of any mortgage encumbering any Tract or Lot within the Property.

(i) "Service Providers", means all providers of services for the maintenance, protection and benefit of the Tracts or Lots and the Tract Owners or Lot Owners including, but not limited to, fire departments, law enforcement agencies, utility providers, postal service, garage collectors and any other provider of service which would benefit the Tracts or Tract Owners and Lots or Lot Owners.

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(j) "Tract" or "Lot", means these parcels of real property which are more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein. Notwithstanding anything to the contrary contained in this Declaration, Developer expressly reserves the right to divide the real property described on Exhibit "A" into additional parcels and to resurvey the said real property to move lines and corners as developer deems necessary and or appropriate or desirable.

(k) "Perimeter Tract or Lot", shall mean Property Tracts or Lots which border property, whether it be roads, streams or other properties not incorporated within Heritage Pines.

(l) "Utility Companies", means all entities providing utility services to the Property including, but not limited to electrical power, water, gas, telephone and cable service.

(m) "Architectural Review Committee" (ARC) (see more complete description in Article IV).

(n) "Turnover", means the Developer relinquishing control of the Association once one hundred percent (100%) of the Tracts and Lots have been conveyed to persons other than the Developer or Developer's successors or assigns.

ARTICLE II LAND USE

(a) The Property, Tracts, and Lots located therein will be used for residential or agricultural purposes only and not for any business or trade. Home offices are allowed; however, such allowance is intended only to allow individual work at a structure located on a Tract or Lot, but not the conduct of business with the presence of the general public at the Property.

(b) Clothes Lines. No clothes lines for the purpose of hanging clothes/wash/laundry shall be installed, nor shall there be any hanging of clothes/wash/laundry on any tract where the hanging of said clothing/wash/laundry is visible from any road or other tract owners primary dwelling within Heritage Pines.

(c) No unsightly growth shall be permitted to grow or remain upon any part of the property for as may be determined by the Developer and or Association.

No refuse or unsightly object(s) shall be allowed to be placed or remain upon any part of the property. The undersigned reserves the right (after 30 days notice to the owner to enter upon the property during normal working hours for the purpose of mowing, removing, cleaning or cutting underbrush, or other unsightly growth or trash which in the opinion of the developer detracts from the overall beauty and safety of the property and may charge the owner with the reasonable costs for such service which charge shall constitute a lien upon the subject property which shall be enforceable by appropriate proceeds at law or equity.

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This provision shall apply to property which has been improved, prepared and cleaned, mowed and otherwise improved and shall not apply to property sold in a natural growth state.

ARTICLE III BUILDING REQUIREMENTS

(a) Minimum structure size of primary dwelling. No Tract or Lot shall contain more than two Primary Dwellings and no Primary Dwelling shall be erected on any Tract or Lot if such dwelling contains less than 2400 square feet of living space, for a single-story dwelling, and not less than 2800 square feet of living space for a 2 story dwelling, with no less than 2000 square feet on the main level. Living Space is defined as heated and finished areas and does not include porches, garages, basements, carports or attics.

(b) Exterior material. No Primary Dwelling or Outbuilding as hereinafter allowed shall use the following materials which shall be visible on the exterior of any such building:

(a) (common cinder) concrete block; (b) vinyl siding or (c) any shiny or reflective material.

(c) Driveways. All driveways servicing any Tract or Lot shall be gravel, concrete or asphalt and points of connection to roadways, as well as culverts, connecting slopes shall be approved by the Developer.

(d) Building location. No Structures, other than fences, shall be located any closer than 150 feet from any named road within the Property, nor shall any Structure other than fences be located any closer than 50 feet from any Tract line.

(e) Fencing. The Architectural Review Committee (ARC) shall have the right to approve any proposed fencing. Only wooden fencing or fencing approved by the Architectural Review Committee (ARC) will be allowed. Certain types of wire or vinyl fencing may be allowed if not easily visible from The Road.

(f) Temporary structures and outbuildings. No mobile homes or temporary dwellings shall be built and used for residential purposes. Guest houses and other Outbuildings shall, subject to the approval of the Architectural Review Committee, be allowed and must comply with Article III(b).

(g) Design criteria. The objective of the Architectural Review Committee hereinafter established is to provide for the quality development of all the Tracts or Lots within the Property.

(h) Septic tanks. All septic tanks must be of an approved type, such tanks together with adequate field lines must be approved and completely acceptable to the appropriate County Health Department. No septic tank or field line shall be constructed within 40 feet of an adjoining Tract line. No

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sewer or drainage lines shall be constructed or laid which shall empty on or become a nuisance to an adjoining Tract, property line, or Roads.

(i) Windows. Only wooden or aluminum clad wooden windows or vinyl or vinyl clad are permitted on any Structure.

(j) The roof pitch on any Structure shall not be less than 8 and 12 unless first approved in writing by the Architectural Review Committee.

(k) All Primary Dwellings will have brick, stone, stucco, wood or approved siding product on all four sides of the foundation as the predominant siding exterior, there shall be no exposed concrete or block. All Structures are to be of traditional styling and approved in writing by the Architectural Review Committee.

(l) No cantilevered chimney shall be allowed on the front or sides of any structure. All chimney chases on the front and side shall be supported by the foundation of the structure. and shall be constructed of the same material as used in the foundation. Cantilevered chimney chases may be allowed on the rear by specific approval of the Architectural Review Committee. Bay windows on the front or side of the dwelling must have a bottom return.

(m) Garages. Garage doors shall not be permitted on the front of Primary Dwellings. In cases where garages are visible from any road, even though not on the front of dwellings, the garages interior must be finished out.

(n) Construction of improvements. When the construction of any Structure is begun, work thereon must be prosecuted diligently and continuously and must be completed within 9 months.

(o) All roof vents and pipes shall be painted as near the color of the roof as possible and be on the roof side not visible from any road in the property, if possible.

ARTICLE IV ARCHITECTURAL REVIEW COMMITTEE (ARC)

(a) APPROVAL OF ARCHITECTURAL REVIEW COMMITTEE. No structure, building, or fence shall be commenced, erected, placed, moved onto or permitted to remain on any Tract, nor shall any existing structure upon any Tract within the Property be altered in any way which materially changes the exterior appearance thereof until same is submitted to and approved by the Architectural Review Committee (herein "the ARC"). The ARC will be provided with such plans and specifications which will be in a form and shall contain such information, as may be required by the Architectural Review Committee and shall include but not necessarily be limited to:

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- (i) A site plan of the Tract or Lot showing the location, height, and exterior design (Including a summary of all proposed materials together with samples of exterior materials and paint colors) of all buildings and improvements proposed to be constructed on the Tract or Lot; paint colors preferable should be earth tone. Bright colors are discouraged and will be denied;

(ii) Any remodeling, reconstruction, alterations or additions to an existing residence shall require the written approval of the Architectural Review Committee.

(b) COMPOSITION OF THE COMMITTEE. The Architectural Review Committee (ARC) (the "Committee"), until termination or modified pursuant to Article IV. Paragraph (j) as hereinafter set out shall be composed of Glenn Siddle, Robin Trimm, and Michael Anderson until such time as the Developer has sold all of the Tracts and Lots within the Property. At such time as the Developer has sold all of the Tracts and Lots, the Committee shall be comprised of three (3) individuals who are Tract Owners or Lot Owners who are elected by a majority of the fee simple Owners of the Tracts or Lots within the Property and at such time, the affirmative vote of a majority of the members of the Committee shall be required in order to issue any permit and authorization set forth herein.

(c) EVIDENCE OF APPROVAL. The approval of the ARC shall be evidenced by written permit executed by one or more of the members of the ARC. The written permit shall be executed in duplicate with one copy to be retained by the applicant.

(d) BASIS FOR DISAPPROVAL OF PLANS:

(i) The scope of review by the Committee shall be limited to appearance and improvement location only. The purpose of the Committee is to promote quality development on the Tracts and Lots and not necessarily to impose requirements concerning the type of structure or the design of such structures in such Tracts and Lots. THE ARC DOES NOT ASSUME OR ACCEPT BY THE FILING HEREOF ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER FACTORS.

(ii) The ARC Committee shall have the right to disapprove any plans and specifications submitted for approval for any of the following reasons:

- (a) failure of such plans and specifications to comply with the covenants and restrictions herein set forth;
- (b) failure to include information in such plans and specifications as may have been reasonably requested by the ARC;
- (c) reasonable objection to the exterior design, appearance or materials proposed to be used in any proposed structure;
- (d) incompatibility of use of any proposed structure or improvement with existing structures or uses upon other Tracts or Lots in the Property;
- (e) objection to the site plan, clearing plan, drainage plan for any special parcel;

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- (f) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environs of the Tract or Lot;
- (g) and any other matter which, in the judgment of the Committee, would render the proposed structure, improvement, or uses inharmonious with the general plan of improvement of the Property or with Structures, Improvements, or uses located upon Tracts or Lots in the Property.

(iii) In any case where the ARC shall disapprove any plans and specifications submitted hereunder or shall approve the same only as modified or upon specified conditions, the disapproval shall be accompanied by a statement of the grounds upon which such actions were based. If no response is made by the ARC within a thirty (30) day period after submission of such plans and specifications, it shall be deemed that such plans and specifications are approved. In any such case the ARC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

(e) RETENTION OF COPY OF PLANS. Upon approval by the ARC of any plans and specifications, as approved, shall be deposited for permanent record with the ARC, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same,

(f) FAILURE TO OBTAIN APPROVAL. If any Structure or improvement shall be altered, erected, placed or maintained upon any Tract or Lot, or any new structure or improvement commenced on any Tract or Lot other than in accordance with plans and specifications approved by the ARC pursuant to the provisions of this Article IV. such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this covenant, and without the approval required herein, upon written notice from the ARC, any such structure or improvement as altered, erected, placed or maintained shall be corrected as to extinguish such violation. If fifteen (15) days after the notice of such violation the Owner of the Tract or Lot upon which such violation exists shall not have taken reasonable steps toward the removal or correction of the same, the Committee shall have the right, through its agents and employees, to enter upon such Tract or Lot and to take such steps as may be necessary to extinguish the violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Tract or Lot in question. The lien provided in this paragraph shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Tract or Lot in question unless a suit to enforce said lien shall have been filed in a court of record in the County in which the property lies prior to the recordation among the Land Records of the County in which the property lies of the deed (or mortgage) conveying the Tract or Lot in question to such purchaser (or subjecting the same to such mortgage).

(g) CERTIFICATE OF COMPLIANCE. Upon completion of the construction or alteration of any Structure or improvement in accordance with the plans and specifications approved by the ARC, the ARC shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure or improvement is placed, and stating that the plans and specifications, the location of such structure or Improvement and the use or uses to be conducted thereon have been approved and that such structure or improvement complies with the requirements of the ARC. Preparation and

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recording of such certificate shall be at the expense of such Owner. Any certificate of compliance issued in accordance with the provisions of this Article IV. Paragraph (g), shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrance in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all structures or improvements on the Tract or Lot and the use or uses described therein comply with all the requirements of this Article IV, and with all other requirements of this Article IV, and with all other requirements of the Declaration as to which the Committee exercises any discretionary or interpretive powers.

(h) INSPECTION RIGHTS. Any agent of the Developer or the ARC may at any reasonable time or times enter upon and inspect any Tract or Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Tract or Lot and the maintenance, construction, or alteration of Structures and improvements thereon are in compliance with the provisions hereof; and neither the Developer nor the ARC nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

(i) WAIVER OF LIABILITY. Neither the ARC nor any architect nor agent thereof, nor Owner, nor any partner, agent, or employee of any of the foregoing, shall be responsible in any way for (1) any failure of Structures or improvements to comply with requirements of this Declaration, although a certificate of compliance has been issued; (ii) any defect in any plans and specifications submitted, revised, or approved in accordance with the foregoing provisions; or (iii) any structural or other defects in any work done according to such plans and specifications, and all persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this Section (i) for any cause arising out of the matters referred to in this Section (1) and further agree to and do hereby release said entities and persons for any and every such cause,

(j) DURATION. The rights of the Developer as to the Architectural Review Committee shall terminate upon the earlier of: the date that the Developer has sold the last Tract or Lot they own within the Subdivision and Property; or the resignation or inability of Glenn Siddle, Robin Trimm, and Michael Anderson to perform on the ARC. After the Developer's involvement with the ARC has ended, the Committee shall be comprised of at least three (3) people who are fee simple Tract or Lot owners and are designated by a majority vote of the fee simple Tract and Lot Owners. Inactivity of the ARC shall not be deemed a waiver of the rights of the ARC.

ARTICLE V THE ROADS

There is one road in the Property from Alabama Highway 47 called Heritage Pines Boulevard as shown and described on the Survey. There are several other named roads established by the Developer. The Roads provide ingress, egress and utilities to all Tracts and Lots. The Roads are private roads.

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(a) GRANTS, RESERVATIONS AND CONDITIONS RELATIVE TO THE Heritage Pines Boulevard. Developer hereby establishes, reserves and grants, bargains, sells and conveys:

(i) A non exclusive, perpetual easement, sixty (60) feet or fifty (50) feet in width, as shown on the Survey of Heritage Pines, running with the land for vehicular, pedestrian and horse back riding, Ingress and egress and for utilities and drainage over, across, above and under (as necessary) Heritage Pines Boulevard and other named Roads to all Tracts and Lots and the Owners thereof and their heirs, invitees, successors and assigns,

(ii) To the Service Providers and the utility companies, a non exclusive easement for ingress and egress along the roads as established by the Developer for the purpose of providing services and utilities to all Tracts and Lots

(iii) TO HAVE AND TO HOLD TO THE HEREIN ABOVE GRANTEES, THEIR HEIRS, SUCCESSORS AND ASSIGNS FOREVER.

(b) MAINTENANCE. After the Developer Road Maintenance (as herein after defined) has expired, Heritage Pines Boulevard and other named roads and the gate thereon shall be equally maintained by the Owners of all Tracts through the Association. The Owner of each Tract or Lot shall pay a percentage of such maintenance expense based on a fraction wherein the numerator is one (1) and the denominator is the aggregate number of Tracts and Lots within the Property.

(c) DEVELOPER MAINTENANCE PERIOD. The Developer's responsibility with respect to the Roads and gate located thereon is limited to the following:

(i) The Developer, at its expense, may install a gate and entrance monument within the right of way of Heritage Pines Boulevard near the entrance of Heritage Pines Boulevard to Alabama Highway 47. The construction and composition of the gate and entrance monument shall be in the sole discretion of the Developer. After having constructed such gate and entrance monument, the Developer shall have no further responsibility with respect thereto.

(d) INDIVIDUAL REPAIR. Notwithstanding any of the provisions of this Article V relating to Road Maintenance, any Owner of a Tract or Lot (their guests, contractors, agents or invitees, that causes) extraordinary damage to the Road shall be responsible to immediately repair such damage. Such Owner shall be referred to herein as the Offending Owner. Any damage not repaired by the Offending Owner may be repaired by the Association or the other Owners (after 10 days written notice to the Offending Owner) and the cost of such repair shall be charged to the Offending Owner which charge shall be subject to the provisions of Article VII, Paragraph (o) of these covenants. The Roads are designed for light residential traffic and care must be taken during construction by the Owners to not damage the Road by large trucks, or equipment.

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ARTICLE VI HUNTING AND FIREARMS

Hunting on all Heritage Pines Tracts shall be permitted under the following conditions: Shotgun, Bow and Arrow and .22 Caliber firearm hunting shall be allowed. There shall be no high-powered firearm hunting. Handguns may be used for incidental target practice and security. Any use of weapons must be reasonable and not so used as to cause a nuisance, damage or danger to residents, other Heritage Pines Property Owners, pets or farm animals.

ARTICLE VII MISCELLANEOUS

(a) No dog kennels for commercial purposes will be allowed. No swine or noxious animals will be allowed and generally no commercial animal activities which affect other property owners or Heritage Pines Property will be permitted. Generally, no more than one (1) animal per acre owned, where referring to common horses and cattle will be permitted, but may be varied by the nature and habit of the animals when so approved by the Developer and/or the Association. Consideration to the available pasture areas for common horses and cattle and similar animals shall be made.

2. No obnoxious or offensive odors or activity shall be carried on upon any Tract or Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property, the other Tracts or Tract Owners and Lots or Lot Owners, or the streams or lakes.

Without limiting the generality of the foregoing, it is the intent of the Developer and these covenants to restrict the use of the Property and any Tract or Lot therein which will detract from a high quality residential estate subdivision.

(c) Accordingly, no commercial vehicle or any inoperable motor vehicle shall be allowed to remain on the Property, where it may be seen from any road or residence within Heritage Pines,

(d) No Tract or Lot shall be used as a dumping ground for rubbish, trash, garbage or other waste and such shall not be kept except in sanitary containers. Each Tract or Lot shall be maintained in a neat and orderly fashion at least to the extent of visibility from the Roads, which includes the yard and any pastures.

(e) No satellite dishes larger than 18", microwave dishes or television or radio antennas shall be placed on any Tract or Lot unless approved in writing by the ARC, but in no event shall large satellite, microwave dishes or televisions or radio antennas be visible from the Roads or the Lakes.

(f) Limited portions of Tracts or Lots may be cultivated for crops or fruit and gardens of a reasonable size and location, which shall not detract from the overall beauty of the property. Pasture areas will not be used for crops or row cropping. No signs or banners of any kind shall be displayed to the public view on any Tract or Lot. During construction, all Builders must keep the homes, garages, and building site clean. All building debris, stumps, trees, etc., must be removed from each building site by the Builder as often as necessary to keep the Tract or Lot attractive. Such debris will not be dumped in any area of the Property. Best management practices shall be implemented and observed during all

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construction on any Tract or Lot. Tract owners are responsible for adhering to regulations required by the Alabama Department of Environmental Management (ADEM) during any construction on a Tract or Lot. If a Tract or Lot Owner is notified of an ADEM violation they shall have 15 days after notice to correct any cited problems. If such Tract or Lot Owner does not correct the problems, the Association may correct the problems and assess the costs to the Tract or Lot Owner and use any other remedies to collect expenditures.

(g) No Tract or Lot shall be sold or used for the purpose of extending any public or private road, street, or alley, for the purpose of opening any road, street, or alley, except by the prior written consent of the ARC. All mailboxes shall be of a standard design and type as determined by the ARC.

(h) No tract or lot owner shall install or maintain any unsightly equipment, appliance or apparatus such as trash bins or receptacle, propane or other gas tanks within view of any roads within Heritage Pines.

(i) Perimeter Tract or Lot Owners shall make every reasonable effort to limit and restrict access to Heritage Pines through or across their perimeter tracts or lots (except to their own tract or lot). In the event of repeated violations and trespasses, the ARC may require fences, gates, barriers or other devices be installed and maintained by perimeter tract owners.

(j) No tract or lot of the property may be re-subdivided to contain less than the initial tract or lot sizes during the first forty-eight (48) months after the recording of these Restrictive Covenants. After the first forty-eight (48) months of the recording of these Protective Covenants and upon application to the Architectural Review Committee (ARC) by the Tract or Lot Owners) with a proposed subdivision showing all proposed dimensions and entrances and driveways, the ARC shall consider the proposed subdivision. If in the sole discretion of the ARC the application and proposed layouts are complete, the ARC shall submit the proposal to the members of the Heritage Pines Homeowners Association for consideration. Subdivision of the initial tracts or lots shall require the express, written consent of three-fourths (3/4) of the tract or lot owners, and the appropriate governmental agency, if applicable.

Notwithstanding the foregoing, the Developer expressly reserves the right to subdivide the real property described on Exhibit "B" attached hereto and incorporated herein by reference, which shall become "tracts" for all purposes under this Declaration.

(k) GRANTEE'S ACCEPTANCE. The grantee of any Tract or Lot subject to the coverage of 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 Owner or a subsequent Owner of such Tract or Lot, shall accept such deed or other contract upon and subject to each and all of these restrictions herein contained and other easements, restrictions and reservations of record.

(l) INDEMNITY FOR DAMAGES. Each and every Tract or Lot Owner and future Tract or Lot Owner, in accepting a deed or contract for any Tract or Lot subject to the Declaration, agrees to indemnify the Developer for any reasonable direct damage (but not consequential damages) caused by such Owner, or

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the contractor, agent, or employees of such Owner, to the Roads or the gate, or other improvements on the property.

(m) SEVERABILITY. Every one of the provisions and restrictions is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from every other one of the provisions and restrictions and of and from every combination of the provisions and restrictions.

(n) EFFECTS OF VIOLATION ON MORTGAGE LIEN. No violation of any of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property, and Tract or Lot therein; provided, however, that any mortgagee in actual possession, or any purchaser at any foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property, any Tract or Lot therein.

(o) NO REVERTER. No restriction herein is intended to be or shall be construed as a condition subsequent or as creating a possibility of reverter.

(p) DURATION AND AMENDMENT. The restrictions contained in this Declaration shall run with and bind the Property and, shall inure to the benefit of and shall be enforceable by the Developer, the ARC, and the Owner of any Tract or Lot included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December, 2029, after which time said restrictions shall be automatically extended for successive periods for ten (10) years. The termination aspects set forth herein do not apply to the Roads or the maintenance thereof. This Declaration may not be amended in any respect except by the execution of an instrument shall be signed by two-thirds (2/3) of the Tract and Lot Owners, which instrument shall be filed for recording among the Land Records of the County in which the property lies in Alabama, or in such other place of recording as may be appropriated at the time of the execution of such instrument; provided, however, that unless and until the Turnover has occurred no such amendment may be effected without the written consent of the Developer to such amendment, which consent may be withheld by Developer in Developer's sole and absolute discretion. After December 31, 2029, this Declaration may be amended and or terminated in its entirety by an instrument signed by not less than two-thirds (2/3) of the Tract and Lot Owners, which instrument shall be filed for recording among the Land Records of the county in which the property lies in Alabama, or in such other places of recording as may be appropriate at the time of the execution of such instrument.

(q) ENFORCEMENT. In the event of a violation or breach of any of these restrictions or any amendments thereto by any Owner of a Tract or Lot, or employee, agent, or lessee of such Owner, the Owner(s) of Tract(s) or Lot(s), Developer, their successors and assigns, or any party to whose benefit these restrictions inure 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 said restrictions, to sue for and recover damages for any amounts required to be paid hereunder, or take all such courses of action at the same time, or such legal remedy deemed appropriate. No delay or failure on the part of an aggrieved party to initiate and available remedy set forth herein shall be held to be a waiver of that party or of any other party to assert any right available to him upon the recurrence of continuation of said violation or the occurrence of different violations. Damages shall not be deemed adequate compensation for any

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breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity. Any party to proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a Tract or Lot Owner shall be awarded as reasonable attorney's fee against such Tract or Lot Owner, and shall have the right to place recorded lien on any Tract or Lot for purpose of securing the payment of any amounts owing by a Tract or Lot Owner under this Declaration and such lien may be enforced in the same manner as foreclosure of a mortgage under the law of the State of Alabama,

(r) NO WAIVER. The failure of any party entitled to enforce any of these restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto; provided, however, that approval of plans pursuant to Article IV shall be binding on any and all parties as a conclusive determination that such plans are in conformity with these restrictions.

(s) All Tract or Lot Owners shall maintain their Tract or Lot and the improvements thereon in a neat and orderly fashion.

(t) MODIFICATION OF THESE COVENANTS BY DEVELOPER. Notwithstanding anything to the contrary contained herein, the Developer reserves the right to unilaterally modify these covenants with respect to any Tract or Lot owned by Developer at any time without the necessity of obtaining approval from any Tract or Lot Owner or Tract or Lot Mortgagee. Any such modification shall only apply to Developer Owned Property or Tracts or Lots).

(u) PROPERTY SOLD AS IS WHERE IS. By accepting a Deed or Mortgage to a Tract or Lot, such Owner and/or Mortgagee acknowledges that the Developer has no further responsibility with respect to the Property or the Road or improvements located thereon, it being expressly understood that all Tracts or Lots and any improvements including the Roads and gate are sold AS IS/WHERE IS.

(v) ARBITRATION. Any controversy or claim between a Tract or Lot Owner and the Developer, which may properly be submitted to arbitration, shall be settled under common law arbitration by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party to such claim or controversy shall appoint one person as an arbitrator to hear and determine the dispute and if they shall be unable to agree, then the two arbitrator whose decision shall be final and conclusive upon the parties hereto. The expenses of such arbitration shall be borne by the losing party or is such proportion as the arbitrators shall decide. The successful party shall recover as expenses and costs all reasonable attorney's fees incurred by him in connection with the arbitration proceeding or any appeals therefrom. In the event any such controversy or claim is not properly submissible to arbitration, the Tract or Lot Owner having such claim or controversy with the Developer, irrevocably waives all right to trial by jury in any court in any such action.

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(w) NOTICES. Any notice to be given under these covenants shall be in writing and be sent by certified mail, return receipt requested and shall be effective if given to the Tract or Lot Owner to whom such notice is directed at either; 1. The address provided by such Tract or Lot Owner to the other; or 2. At the address maintained by the Tax Collector of the appropriate County, Alabama for such Tract or Lot Owner (herein the "Authorized Address"). Mailing, postage prepaid, by certified mail, to the Authorized Address shall conclusively mean receipt by the Tract or Lot Owner to whom such notice is intended. In the event such notice is for repair or maintenance on a Road or for the gate, the failure of any Tract or Lot Owner to respond to any such notice within thirty (30) days of the date of such notice shall be conclusively deemed an Affirmative Vote by such non responding Tract or Lot Owner to the proposed maintenance or repairs.

(x) Heritage Pines Homeowner's Association, Inc., (the " Association"). By accepting a deed to a Tract or Lot, as an appurtenance to such Tract or Lot, an Owner shall become a member of the Association and be subject to the Articles of Incorporation and By-Laws of such Association as they exist and are from time to time amended.

(z) All property owners within Heritage Pines shall exercise due care in usage and maintenance of their properties and shall comply with any and all governmental regulations, rules and codes as well as good management practices relating to use of properties. These good management practices shall include but not limited to careful and limited use of pesticides, herbicides and other toxic and/or hazardous materials so as to not damage and/or injury to the properties, lakes, streams and ground waters.

Article VIII

Liens for Dues and Assessments

(a) Each Lot or Tract owner shall be a Member of the Association; provided, that if any Lot or Tract is owned by two or more persons, only one such Owner shall be entitled to vote on Association matters as previously noted in Article I, (e). The rights of membership in the Association are subject to the payment of annual and special assessments and charges. The obligation of such assessments and charges is imposed against each Lot or Tract and is a lien upon the Member's Lot against which such assessment of charge is made; provided however, that notwithstanding anything to the contrary contained in this Declaration, assessments or charges described herein shall not be imposed upon any Lot or Tract or Lots owner by the Developer.

(b) All Property except for the Common Areas shall be subject to a continuing lien for assessments levied by the Association in accordance with the provisions of this Declaration. The annual assessments and charges together with interest thereon and the cost of collection thereof (including reasonable attorney's fees) as hereinafter provided shall be a charge on and shall be continuing lien upon, the Member's Property against which each such assessment or charge is made. All Members' Property shall be held, transferred, sold, conveyed, leased, occupied, mortgaged and otherwise

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encumbered subject to all the terms and provisions of the Declaration applicable to Members Property including but not limited to the continuing lien herein described.

(c) An Annual \$1500 assessment maintenance to common areas and road easements, and other uses as determined by the Association shall be due and payable to the Association by the Members on the first day of January of each year. Said amount being delinquent if not paid by the 31st day of January following the due date thereof. All assessments so collected by the Association shall be placed in an account established by the Developer of the Association (the "Account"). Collection of assessments, maintenance of Common Areas and Road Easements, and landscaping shall be the sole responsibility of the Association. The assessment will be prorated based on an annual basis at the closing of the home.

(d) The Association may, in its discretion increase or decrease the amount of the annual assessment described in paragraph C above, or impose special assessments in addition to the annual assessment to defray costs incurred by the Association or the ARC. Any special assessments so imposed shall have the same force and effect as the annual assessment and shall constitute a continuing lien on the Lots or Tracts to secure payment thereof.

(e) Each Member by acceptance of a deed or other conveyance to a Lot within the Property, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Association the annual assessments, special assessments and charges, such assessments to be fixed, established and collected from time to time as determined by the Association.

(f) The assessments levied by the Association shall be used exclusively for the purpose of the providing any and all of the services and activities as may be to the mutual benefit of the Members, maintaining, operating and repairing of the Common Areas and road easements, repair, replacement and additions thereto, and for the cost of labor, insurance, equipment, materials and supervision thereof, for other purposes beneficial to the Members as determined by the Association and for the purpose of carrying out the functions, purposes, responsibilities and duties of the Association and the ARC. The Association does not assure that such services will be provided and nothing herein shall be construed as an obligation to provide any such services.

(g) The Assessments applicable to Lots shall be set by the Board of Directors of the Association.

(h) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Member personally obligated to pay the same, or foreclose the lien against the Member's Lot or Tract. No Member shall waive or otherwise escape liability for the assessments provided for in this Declaration or otherwise by non-use of the Common Areas or other areas to which assessments are applied or by abandonment of the Lot or Lots and Tract or Tracts owned by such Member.

(i) The lien of any assessment or charge authorized by this Declaration with respect to any Lot or Tract is subordinate to the lien of any bona fide mortgage on such Lot or Tract if, but only if, all assessments and charges levied against such Lot or Tract falling due on or prior to the

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date such mortgage is recorded have been paid. The sale or transfer of any Lot or Tract pursuant to a mortgage foreclosure proceeding, or a proceeding in lieu of foreclosure, or the sale or transfer of such Lot or Tract pursuant to a sale under power contained in a mortgage on such property shall extinguish the lien for assessments falling due prior to the date of such sale, transfer or foreclosure, but the Association shall have a lien on the proceeds of such sale senior to the equity of redemption of the mortgagor. The foregoing subordination shall not relieve a Member whose Lot has been mortgaged of his personal obligation to pay all assessments and charges falling due during the time he is the owner of such Lot or Tract. The Board of Directors of the Association may at any time, either before or after the mortgaging of any portion of the Property, waive, relinquish or quit claim in whole or in part the right of the Association to assessments and other charges collectible by the Association with respect to such Member's Property coming due during the period while the same is or may be held by a mortgage or mortgagees pursuant to such sale or transfer.

DECLARATION OF RESTRICTIVE
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IN WITNESS WHEREOF, the undersigned, as the Developer and Property Owners of the Property, has caused this Declaration to be executed as of the 24th day of July 2024.

HERITAGE OAKS INVESTMENTS, LLC

By: *Glenn C Siddle*

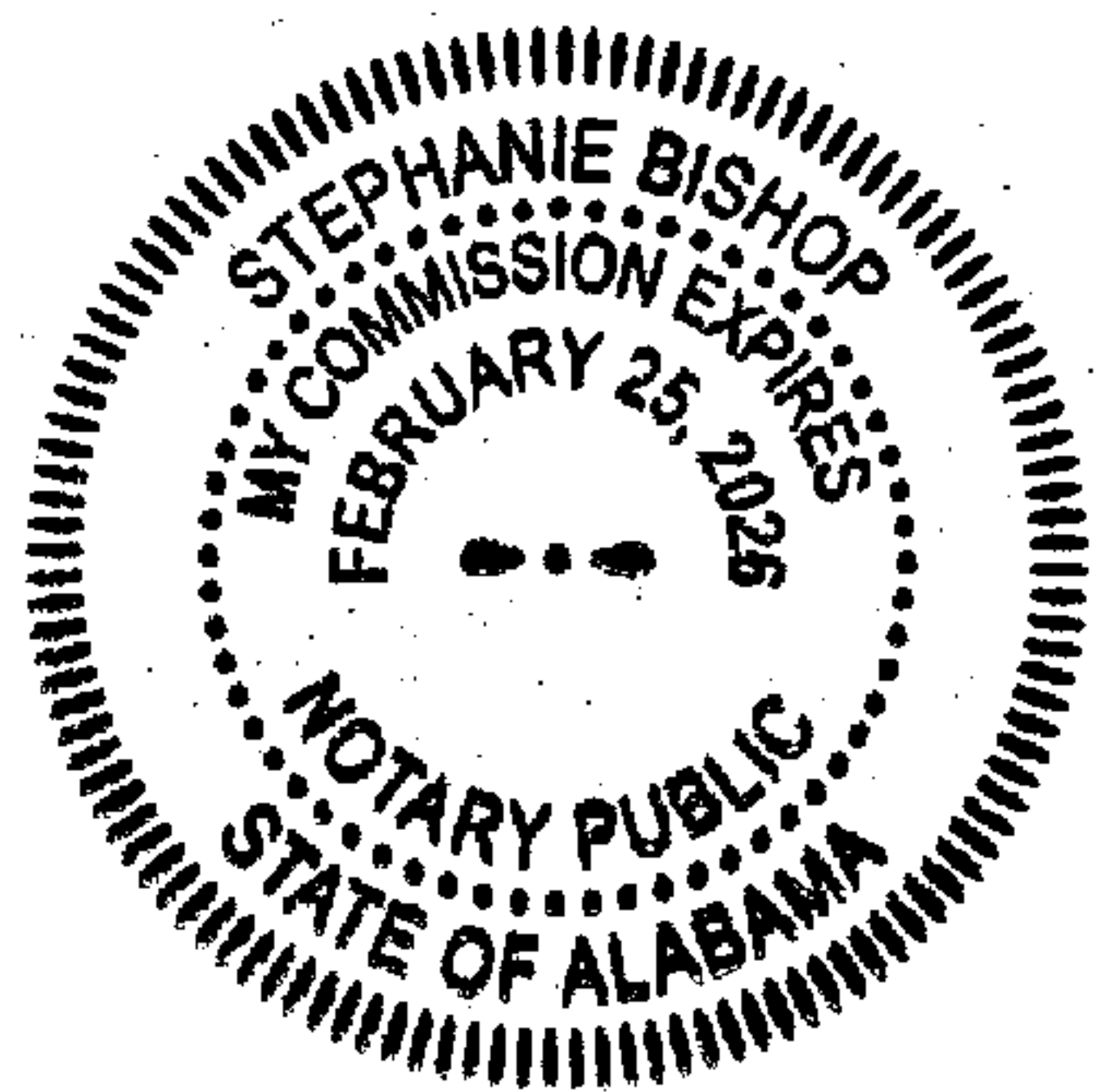
GLENN C SIDDLE

Its: Manager

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Glenn C. Siddle as Manager of Heritage Oaks Investments, LLC, whose name is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they, in their capacity as such members, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 24th day of July 2024.



Stephanie Bishop
Notary Public

My Commission expires: 2/25/25

DECLARATION OF RESTRICTIVE
COVENANTS

Exhibit A

Boundary of Future Platted lots 1-6 and Tracts 7-18

LEGAL DESCRIPTION

The S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 26, Township 20, Range 1 West, lying East of County Road 47 and the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 26, Township 20, Range 1 West and The S $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 26, Township 20, Range 1 West.

ALSO

The NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 34, Township 20, Range 1 West, lying East of County Road 47.

ALSO

The West $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 35, Township 20, Range 1 West and the East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 35, Township 20, Range 1 West.

ALSO

The NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 35, Township 20, Range 1 West.

ALSO

The NE $\frac{1}{4}$ of Section 35, Township 20, Range 1 West, West of County Road 446.

All situated in Shelby County, Alabama.

Exhibit B
Map Tracts and Easements

EASEMENTS 1, 2, 3
SHEET 1/4

BRANNON AVE STATE PLANE
NAD 83 ADJUSTED ZONE

RAY & GILLAND, P.C.

12 NORTH CALHOUN AVENUE
P.O. BOX 118
STUDLOCK, ALABAMA 36183

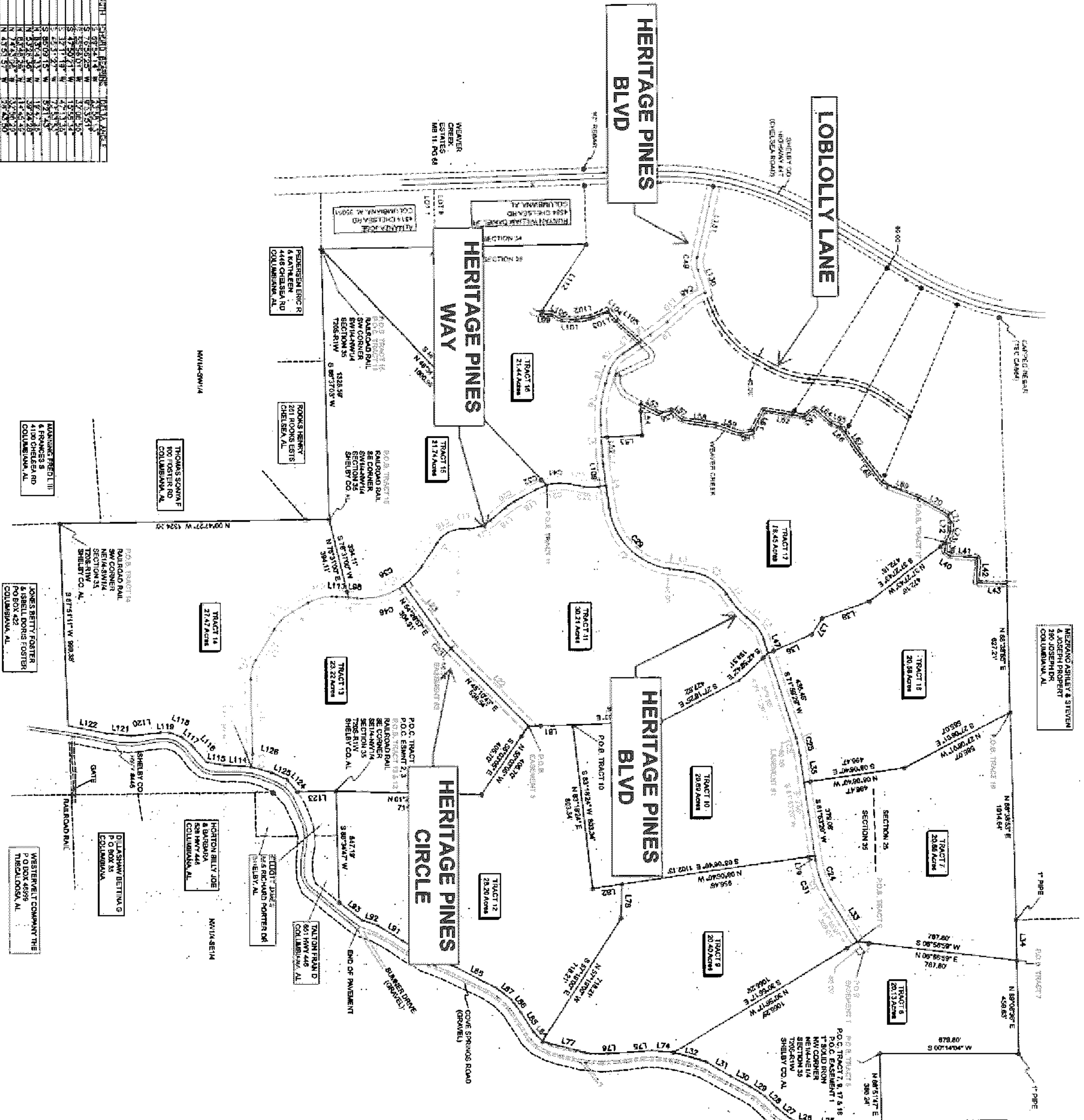
DEANBY D. OAK
SCALE 1" = 50'

DATE MAY 2024



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200

201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300
301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400



EASEMENTS
STATE OF ALABAMA
SHELBY COUNTY

CHALLENGER: AL RAY, a Registered Land Surveyor in the State of Alabama, hereby certifies that all parts of this survey and plat (or drawing), have been prepared in accordance with the provisions of the Standards for the Practice of Surveying in the State of Alabama, being more particularly described as follows:

SECTION 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 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Exhibit C

Easement 1-3 Legal Descriptions

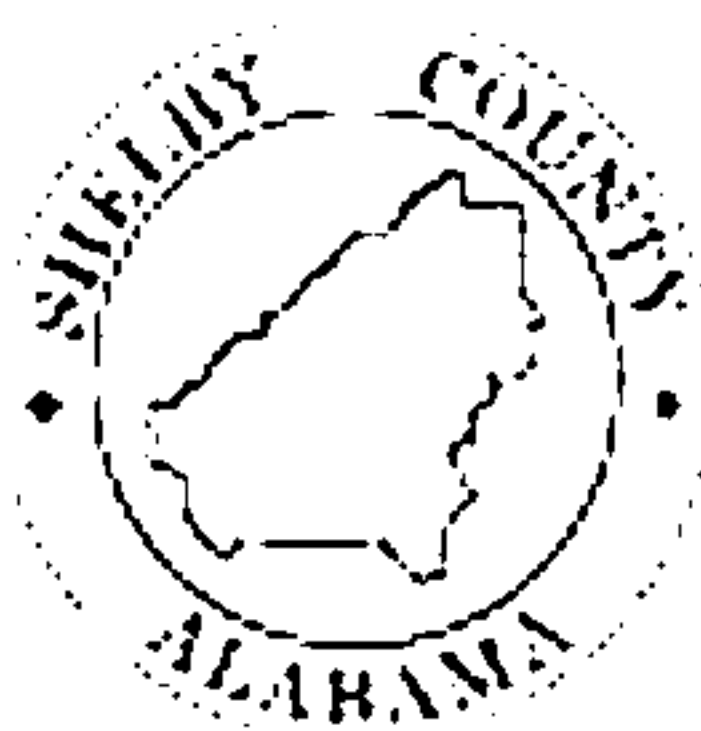
EASEMENT NO. 1: A 60 foot easement being 30 feet in equal width on each side of the following described line: Commence at a 1" solid iron in place being the Northwest corner of the Northeast one-fourth of the Northeast one-fourth of Section 35, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North 00° 14' 04" East along the East boundary of the Southwest one-fourth of the Southeast one-fourth of Section 26, Township 20 South, Range 1 West for a distance of 679.80 feet to a 1" pipe in place; thence proceed South 89° 08' 36" West for a distance of 459.63 feet; thence proceed South 06° 56' 59" West for a distance of 787.80 feet to the centerline of said 60 foot easement; thence proceed North 57° 55' 07" East along the centerline of said easement for a distance of 60 feet to the point of beginning of said 60 foot easement. From this beginning point proceed South 57° 55' 07" West along the centerline of said easement for a distance of 309.01 feet to the P. C. of a concave curve right having an arc length of 209.18 feet and a radius of 500.00 feet; thence proceed Southwesterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of South 69° 54' 14" West, 207.66 feet to the P. T. of said curve; thence proceed South 81° 53' 20" West along the centerline of said easement for a distance of 513.96 feet to the P. C. of a concave curve left having an arc length of 86.37 feet and a radius of 500.00 feet; thence proceed Southwesterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of South 76° 56' 25" West, 86.26 feet to the P. T. of said curve; thence proceed South 71° 59' 29" West along the centerline of said easement for a distance of 509.85 feet to the P. C. of a concave curve left having an arc length of 98.09 feet and a radius of 175.00 feet; thence proceed Southwesterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of South 55° 56' 01" West, 96.81 feet to the P. T. of said curve; thence proceed South 39° 52' 33" West along the centerline of said easement for a distance of 36.70 feet to the P. C. of a concave right having an arc length of 118.13 feet and a radius of 425.00 feet; thence proceed Southwesterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of South 47° 50' 21" West, 117.76 feet to the P. T. of said curve; thence proceed South 55° 48' 08" West along the centerline of said easement for a distance of 34.10 feet to the P. C. of a concave curve left having an arc length of 206.07 feet and a radius of 250.00 feet; thence proceed Southwesterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of South 32° 11' 19" West, 200.28 feet to the P. T. of said curve; thence proceed South 08° 34' 31" West along the centerline of said easement for a distance of 109.68 feet to the P. C. of a concave curve right having an arc length of 451.42 feet and a radius of 350.00 feet; thence proceed Southwesterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of South 45° 31' 27" West, 420.77 feet to the P. T. of said curve; thence proceed South 82° 28' 24" West along the centerline of said easement for a distance of 219.57 feet to the P. C. of a concave curve right having an arc length of 39.27 feet and a radius of 419.66 feet; thence proceed Southwesterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of South 85° 09' 15" West, 39.26 feet to the P. T. of said curve; thence proceed South 87° 01' 45" West along the centerline of said easement for a distance of 152.64 feet to the P. C. of a concave curve right having an arc length of 207.24 feet and a radius of 600.00 feet; thence proceed Northwesterly along the centerline of said curve and along the curvature of said curve for a chord bearing and distance of North 83° 04' 33" West, 206.22 feet to the P. T. of said curve; thence proceed North 73° 10' 50" West along the centerline

of said easement for a distance of 54.85 feet to the P. C. of a concave curve right having an arc length of 120.36 feet and a radius of 175.00 feet; thence proceed Northwesterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of North 53° 28' 36" West, 118.01 feet to the P. T. of said curve; thence proceed North 33° 46' 22" West along the centerline of said easement for a distance of 98.53 feet; thence proceed North 33° 46' 22" West along the centerline of said easement for a distance of 63.92 feet; thence proceed North 37° 43' 35" West along the centerline of said easement for a distance of 103.42 feet; thence proceed North 41° 40' 48" West along the centerline of said easement for a distance of 112.33 feet to the P. C. of a concave curve right having an arc length of 122.99 feet and a radius of 375.00 feet; thence proceed Northwesterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of North 32° 17' 03" West, 122.44 feet to the P. T. of said curve; thence proceed South 72° 58' 58" West along the centerline of said easement for a distance of 120.41 feet to the P. C. of a concave curve right having an arc length of 61.18 feet and a radius of 116.03 feet; thence proceed Southwesterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of South 88° 05' 18" West, 60.48 feet to the P. T. of said curve; thence proceed North 76° 48' 21" West along the centerline of said easement for a distance of 353.74 feet to a point on the Easterly right-of-way of Shelby County Highway No. 47 (Chelsea Road) and the termination of said Easement No. 1.

EASEMENT NO. 2: A 60 foot easement being 30 feet in equal width on each side of the following described line: Commence at a railroad rail in place being the Southeast corner of the Southeast one-fourth of the Northwest one-fourth of Section 35, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed South 00° 38' 35" East along the East boundary of the Northeast one-fourth of the Southwest one-fourth for a distance of 189.67 feet to a point on the Westerly right-of-way of Shelby County Highway No. 446; thence proceed South 48° 39' 14" West along the Westerly right-of-way of said road for a distance of 80.48 feet; thence proceed South 24° 28' 34" West along the Westerly right-of-way of said road for a distance of 83.36 feet to the centerline of said 60 foot easement. From this beginning point proceed Northwesterly along the centerline of said easement and along the curvature of a concave left having an arc length of 64.42 feet and a radius of 250.00 feet for a chord bearing and distance of North 83° 48' 26" West, 64.24 feet to the P. T. of said curve; thence proceed South 88° 48' 39" West along the centerline of said easement for a distance of 363.49 feet to the P. C. of a concave curve right having an arc length of 100.61 feet and a radius of 175.00 feet; thence proceed Northwesterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of North 74° 43' 06" West, 99.23 feet to the P. T. of said curve; thence proceed North 58° 14' 52" West along the centerline of said easement for a distance of 171.79 feet to the P. C. of a concave curve right having an arc length of 125.36 feet and a radius of 250.00 feet; thence proceed Northwesterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of North 43° 52' 57" West, 124.05 feet to the P. T. of said curve; thence proceed North 29° 31' 02" West for a distance of 86.28 feet to the P. C. of a concave curve right having an arc length of 148.29 feet and a radius of 250.00 feet; thence proceed Northwesterly along the curvature of said curve and along the centerline of said easement for a chord bearing and distance of North 12° 31' 27" West, 146.13 feet; thence proceed North 04° 28' 07" East along the centerline of said easement for a distance of 100.75 feet to the P. C. of a concave curve left having an arc length of 371.62 feet and a

radius of 350.00 feet; thence proceed Northwesterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of North 25° 56' 55" West, 354.41 feet to the P. T. of said curve; thence proceed North 56° 21' 58" West along the centerline of said easement for a distance of 139.01 feet to the P. C. of a concave curve right having an arc length of 142.77 feet and a radius of 150.00 feet; thence proceed Northwesterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of North 29° 05' 56" West, 137.44 feet to the P. T. of said curve; thence proceed North 01° 49' 55" West along the centerline of said easement for a distance of 35.66 feet to the P. C. of a concave curve left having an arc length of 115.85 feet and a radius of 175.00 feet; thence proceed Northwesterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of North 20° 47' 49" West, 113.75 feet to the P. T. of said curve; thence proceed North 39° 45' 43" West along the centerline of said easement for a distance of 95.81 feet to the P. C. of a concave curve right having an arc length of 53.95 feet and a radius of 300.00 feet; thence proceed Northwesterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of North 34° 36' 37" West, 53.87 feet to the P. T. of said curve; thence proceed North 29° 27' 31" West along the centerline of said easement for a distance of 118.07 feet to the P. C. of a concave curve right having an arc length of 172.25 feet and a radius of 250.00 feet for a chord bearing and distance of North 09° 43' 12" West, 168.87 feet to the P. T. of said curve; thence proceed North 10° 01' 08" East along the centerline of said easement for a distance of 67.73 feet to the P. C. of a concave curve left having an arc length of 76.56 feet and a radius of 250.00 feet; thence proceed Northeasterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of North 01° 14' 46" East, 76.26 feet to the P. T. of said curve; thence proceed North 07° 31' 36" West along the centerline of said easement for a distance of 37.99 feet to a point on the centerline of Easement No. 1, said point being the termination of said Easement No. 2.

EASEMENT NO. 3: A 60 foot easement being 30 feet in equal width on each side of the following described line: Commence at a railroad rail in place being the Southeast corner of the Southeast one-fourth of the Northwest one-fourth of Section 35, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North 01° 22' 39" East along the East boundary of said quarter-quarter section for a distance of 714.28 feet (set ½" rebar CA-0114-LS); thence proceed North 55° 03' 05" West for a distance of 405.70 feet to a point on the centerline of said 60 foot easement, said point being the point of beginning. From this beginning point proceed South 45° 10' 43" West along the centerline of said easement for a distance of 536.54 feet to the P. C. of concave curve right having an arc length of 80.90 feet and a radius of 500.00 feet; thence proceed Southwesterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of South 49° 48' 50" West, 80.81 feet to the P. T. of said curve; thence proceed South 54° 26' 57" West along the centerline of said easement for a distance of 304.91 feet to a point on the centerline of Easement No. 2, said point being the termination of said Easement No. 3.



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