SECOND AMENDMENT

TO

DECLARATION OF EASEMENTS, PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

COLLETON LAKE, A RESIDENTIAL SUBDIVISION

This instrument prepared by:

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STATE OF ALABAMA)
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SHELRY COUNTY	1

SECOND AMENDMENT

TO

DECLARATION OF EASEMENTS, PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

COLLETON LAKE, A RESIDENTIAL SUBDIVISION

THIS SECOND AMENDMENT TO DECLARATION OF EASEMENTS, PROTECTIVE COVENANTS AND RESTRICTIONS OF COLLETON LAKE, A RESIDENTIAL SUBDIVISION (this "Second Amendment") is made as of Yoly Ve 2024, by and among COLLETON LAKE RESIDENTIAL ASSOCIATION, L.L.C., an Alabama limited liability company (the "Association"), L. WAYNE PRESSGROVE and JEANETTE O. PRESSGROVE (collectively, "Pressgrove"), DONNA DEAN WILLIS, AS TRUSTEE OF THE CROSSLEY E. WILLIS III SPECIAL NEEDS TRUST NO. 1 (the "Willis Trust"), ERSKINE RAMSAY, II and wife, LAURA D. RAMSAY (collectively, "Ramsay"), BRAD W. ADAIR and wife, KELLY ADAIR (collectively, "Adair") and those Owners (collectively, the "Approving Owners") whose signatures are attached hereto.

RECITALS:

WHEREAS, pursuant to the Declaration of Easements, Protective Covenants and Restrictions for Colleton Lake, a Residential Subdivision dated February 7, 1996 and recorded as Instrument No. 1996-04784 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by Amendment to Declaration of Easements, Protective Covenants and Restrictions for Colleton Lake dated April 7, 2000 and recorded as Instrument No. 2000-14017 in the aforesaid Probate Office (collectively, the "Declaration"), certain real property in Shelby County, Alabama was subjected to the terms and provisions of the Declaration. Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

WHEREAS, pursuant to Section 2.2 and 10.1 of the Declaration, the Declaration may be amended by an agreement executed by the Super-Majority, which amendment must be recorded in the Probate Office of Shelby County, Alabama.

WHEREAS, the undersigned Approving Owners constitute a Super-Majority, as such term is defined in the Declaration.

WHEREAS, Pressgrove, the Willis Trust, Ramsay and Adair (collectively, the "Additional Property Owners") are the owners of that certain real property (the "Additional Property") situated in Shelby County, Alabama which is more particularly described in Exhibit B-1 attached hereto and incorporated herein by reference and desire to submit the Additional Property to all of the terms and provisions of the Declaration, as amended by this Second Amendment.

WHEREAS, the parties desire to establish that the use of certain Common Areas within the Development shall be restricted to Members and the Immediate Family of Members and their respective Guests, as such term is hereinafter defined.

WHEREAS, the undersigned Association, the Approving Owners and the Additional Property Owners desire to amend the Declaration as hereinafter provided.

NOW THEREFORE, the Declaration is hereby amended as follows:

- 1. <u>Submission of Additional Property to Declaration</u>. The Additional Owners do hereby declare that the Additional Property described in <u>Exhibit B-1</u> attached hereto shall be and hereby is submitted to all of the terms and provisions of the Declaration and all amendments thereto and that the Additional Property shall be held, developed, improved, transferred, sold, conveyed, occupied and used subject to all of the easements, covenants, conditions, restrictions, assessments, charges, liens and regulations set forth in the Declaration, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, personal representatives, successors and assigns. From and after the date hereof, all references in the Declaration to the Property shall mean and include the Additional Property.
 - 2. Section 1.6 of the Declaration is amended to add the following thereto:

"Except for the Common Roads, the use of the Common Areas is restricted to use by the Members, the Immediate Family of Members and the Guests of each Member and the Immediate Family of any Member. Use of the Common Areas by any Guest is also subject to the terms and provisions of the Rules and Regulations."

- 3. <u>Section 1.13</u> of the Declaration is deleted in its entirety and the following inserted in lieu thereof:
 - "1.13 Immediate Family. The term "Immediate Family" shall mean collectively, the spouse of any Member, the children or stepchildren of any Member, the parents of any Member and the spouses of the children or stepchildren of any Member; provided, however, that spouses of the children or stepchildren of any Member shall only have the right to use and enjoy the Lakes but shall not have hunting privileges (except as a Guest of a Member)."
 - 4. <u>Section 1.15</u> of the Declaration is amended to add the following thereto:

"Each Owner acknowledges that a portion of such Owner's Lake Lot is situated within part of the Lakes."

5. <u>Section 1.25</u> of the Declaration is amended to add the following thereto:

"Subject to the remaining terms and provisions of the Section 1.25, from and after January 1, 2024, ownership of any Lake Lot or Dwelling shall be limited to, and title to any Lake Lot or Dwelling shall be held by, either (a) one (1) individual or

- (b) two (2) individuals who are married to each other and title to their Lake Lot or Dwelling is held as joint tenants with right of survivorship. The foregoing shall not be applicable to any Lake Lot or Dwelling which, as of January 1, 2024, was owned by a trust or limited liability company; however, the provisions of this Section 1.25 shall be applicable to any transfers or conveyances made by any such trust or limited liability company after January 1, 2024. In addition, all children and stepchildren of current Owners as of January 1, 2024 shall have full membership privileges (both hunting and fishing) in perpetuity as long as one or more parents of such child or stepchild or any corporation, limited liability company or trust in which one or more of the parents of such child or stepchild has any interest continues to own a Lake Lot; provided, however, that only one heir of such current Owner may vote and have membership rights."
- 6. <u>Article I</u> of the Declaration is hereby amended to add the following sections thereto:
- "1.30 **Guest.** The term "Guest" means any guest of a Member or of any Immediate Family of a Member; however, any such Guest may only utilize the Common Areas within the Development if either the Member or the Immediate Family of a Member is present within the Development. Furthermore, use of the Common Areas by any Guest is subject to the terms and provisions of the Rules and Regulations. Notwithstanding the foregoing, any general reference to "guests" or "guest" within this Declaration shall be deemed to refer to the Guest, as defined herein.
- 1.31 **Member.** The term "Member" means a Member of the Association as determined in accordance with this Section 1.31 and the Operating Agreement. All references to a "member" or the "members" in the Declaration shall mean the "Member" or the "Members. Subject to the provisions of Section 1.25 above, an Owner may be more than one person; however:
 - (a) If the Owner is two (2) or more individuals, then:
- (i) The individuals constituting the Owner must name only one of the individual Owners to be the Member;
- (ii) Only the individual named as the Member shall have voting rights under the Bylaws and the Declaration; and
- (iii) Only the Member, the Immediate Family of such Member and the Guests of such Member or the Immediate Family of such Member may exercise the rights to use the Common Areas (other than the right to exercise the easement rights to use the Common Roads which may exercised by any Owner and Occupant).
 - (b) If the Owner is a trust, then:

- (i) The trustee of such trust must be the Member;
- (ii) Only the trustee of such trust shall have voting rights under the Bylaws and the Declaration; and
- (iii) Only the Member, the Immediate Family of such Member and the Guests of such Member or the Immediate Family of such Member may exercise the rights to use the Common Areas (other than the right to exercise the easement rights to use the Common Roads which may exercised by any Owner and Occupant).
 - (c) If the Owner is a limited liability company or a corporation, then:
- (i) The limited liability company or corporation shall designate only one of its members or one of its shareholders to be the Member;
- (ii) Only the one (1) person designated by the limited liability company or the corporation as the Member shall have voting rights under the Bylaws and the Declaration; and
- (iii) Only the Member, the Immediate Family of such Member and the Guests of such Member or the Immediate Family of such Member may exercise the rights to use the Common Areas (other than the right to exercise the easement rights to use the Common Roads which may exercised by any Owner and Occupant).
- (d) Only one (1) Member shall be allowed for each Lot, each such Member shall be listed in the Operating Agreement and each such Member shall exercise the voting rights set forth in the Operating Agreement.
 - 1.32 Rules and Regulations. The term "Rules and Regulations" means the Rules and Regulations adopted from time to time by the Managers of the Association that are deemed necessary for the enjoyment of the Development, provided they are not in conflict with the Articles of Organization, the Operating Agreement, or this Declaration. Notwithstanding the foregoing, any general reference to "rules and regulations" within this Declaration shall be deemed to refer to such Rules and Regulations as adopted from time to time by the Managers of the Association."
 - 7. <u>Section 3.1</u> is amended by the adding the following as subsection 3.1(d):
- "(d) Notwithstanding anything provided herein to the contrary, the easement rights granted to Owners and Occupants pursuant to Sections 3.1(a) and 3.1(b) above shall be limited as follows:
 - (i) All Owners and Occupants shall have the right to use the Common Roads; and

- (ii) Only the designated Member of each Lake Lot and the Immediate Family of such Member and the Guests of such Member or such Member's Immediate Family may utilize the easement rights with respect to the remaining Common Areas (including, without limitation, the Lakes and recreational facilities which constitute part of the Common Areas), subject, in each case, to the terms and provisions of the Rules and Regulations."
- 8. <u>Section 3.4(a)</u> of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:
 - "(a) <u>Easement to Use the Lakes</u>. Subject to the limitations and restrictions set forth in Section 3.4(b) below, Developer hereby grants to each Member, the Immediate Family of such Member and the respective Guests of such Member or the Immediate Family of such Member, the non-exclusive right, privilege and easement to use and enjoy the Lakes for recreational purposes, in common with all other Members, the respective Immediate Family of such Members and the Guest of such Members and the Immediate Family of such Members. Subject to the provisions of Section 3.4(b) below, the easements and rights granted pursuant to this Section 3.4(a) are and shall be permanent and perpetual, and are appurtenant to and shall pass and run with title to each Lake Lot or Lake Dwelling. The easements and rights are expressly subject to the rights reserved by Developer to restrict the use of the Lakes under Section 3.4(b) below and the terms and provisions of Section 3.1(d) above."
- 9. Section 3.4(b)(i)(2) is deleted in its entirety and the following is inserted in lieu thereof:
 - "(2) No boats or watercraft having a length of more than eighteen (18) feet shall be permitted."
- 10. <u>Section 3.4(b)(ii)</u> is deleted in its entirety and the following is inserted in lieu thereof:
 - "(ii) Piers and Launches. Except for common launches constructed and maintained by the Association, no piers, jetties, storage facilities, launches or other similar structures shall be constructed or located so that they extend into any portion of the Lake for a length of more than twenty-eight (28) feet; provided, however, that any piers which have been constructed into the Lakes prior to the recordation of the original Declaration are approved. Construction of any pier is subject to the approval of the Managers."
 - 11. Section 3.4(b)(v) is amended by adding the following thereto:

"Owners may place cut or fallen trees from their Lake Lot into the Lake."

- 12. <u>Article IV</u> of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:
 - Ownership. Notwithstanding anything to the contrary herein, in the Articles of Organization, the Operating Agreement, or the Rules and Regulations, no Owner may Transfer any or all of its interest in any Lake Lot or Dwelling without at the same time Transferring to the Transferee of such Lake Lot or Dwelling all Member rights of such Owner in the Association and under this Declaration, and no Owner may Transfer any or all of Member rights its in the Association or under this Declaration without at the same time Transferring to the Transferee of such Owner's entire interest in such Owner's Lake Lot or Dwelling. Accordingly, an Owner's interest, including but not limited to its interest in its capacity as a Member, in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to such Owner's Lake Lot or Dwelling. In the event any Lake Lot or Dwelling is owned by more than one (1) individual, then the Owner of such Lake Lot or Dwelling shall, by written notice to the Managers, designate only one (1) representative to serve as a Member of the Association, which Member shall (a) exercise all voting rights attributable to the Lake Lot or Dwelling owned by such Owner and (b) together with the Immediate Family of such Member and the Guests of such Member or of the Immediate Family of such Member, have the right to exercise the rights granted herein with respect to the Common Areas (subject to the provisions of Sections 1.6, 3.1(d) and 3.4(a) of this Declaration and the Rules and Regulations).
 - 4.2 **Managers.** The Managers shall have the rights and duties set forth in the Articles of Organization, the Operating Agreement, this Declaration, and the Rules and Regulations. The Managers shall be appointed or elected as provided in the Operating Agreement and, subject to the terms and provisions of the Operating Agreement, all actions, consents or approvals to be taken by the Managers shall be by the vote, action or consent of a majority of the Managers.
 - 4.3 **Voting.** Voting by Members (not Owners) shall be in accordance with and subject to the terms, conditions, and restrictions of this Declaration, the Articles of Organization, the Operating Agreement, and the Rules and Regulations.
 - 4.4 **Duties and Powers of the Association.** The Association shall have the duties and powers set forth in the Articles of Organization, the Operating Agreement, and the Rules and Regulations. Except as otherwise specifically provided to the contrary herein, in the Articles of Organization, or in the Operating Agreement, the powers and authority granted to the Association may be exercised by the majority vote, action or consent of Managers (subject to the rights of the Managers to delegate one Manager to act on behalf of all Managers as provided in the Operating Agreement) without further consent or action on the part of the Members."

- 13. <u>Section 7.4</u> of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:
 - "7.4 Living Space. Any newly constructed Dwellings or renovations to existing Dwellings shall consist of a total square footage for such home of a minimum of 2,000 square feet. For sake of clarity, such square footage shall not include enclosed porches, decks, or garages. Construction and/or renovation of any Improvements on a Lake Lot or Dwelling shall be subject to approval by the Managers or any architectural committee appointed and established by the Managers."
- 14. <u>Section 7.6</u> of the Declaration is hereby be deleted in its entirety and the following is inserted in lieu thereof:
 - "7.6 Exterior Materials and Finishes. Approved exterior building material finishes for any Dwelling or structure shall be limited to that of natural stone, wood, or fiber cement board, and shall be stained or painted with earth tone colors. Notwithstanding the foregoing, use of fiber cement board constituting more than twenty-five percent (25%) of the exterior materials on any Dwelling must be approved by the Managers."
 - 15. <u>Section 7.13</u> of the Declaration is amended by adding thereto the following:

"Subject to the provisions of the Operating Agreement (which allows the Managers, by majority vote, to appoint one (1) Manager to act for all of the Managers), all actions by the Association in determining whether variances should be granted shall be determined by a majority of the Managers."

16. <u>Section 12.6</u> of the Declaration is hereby amended to add the following language:

"Additionally, in the event of any conflict, ambiguity or inconsistency between any applicable law, this Declaration, the Articles of Organization, the Operating Agreement, or the Rules and Regulations, the provisions of applicable law, this Declaration, the Articles of Organization, the Operating Agreement, and the Rules and Regulations, in that order, shall prevail."

- 17. <u>Section 12.14</u> of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:
 - "12.14 **Notices.** Notices required hereunder shall be in writing and shall be delivered electronically via e-mail, by hand, or sent by United States Mail, postage prepaid. All notices to Owners shall be delivered or sent to such property addresses or e-mail addresses as have been designated in writing to the Association, or, if no such address has been so designated, at the address of such Owner's respective Lake Lot or Dwelling within the Development. All notices to the Association or to the Managers shall be delivered or sent in care of the Association to the following address:

Colleton Lake Residential Association, L.L.C. 3136 Pine Ridge Road Birmingham, AL 35213

or to such other address as the Association or the Managers may from time to time specify in a notice to the Owners."

- 18. Exhibit B to the Declaration is hereby amended by adding thereto the real property described in Exhibit B-1 attached hereto and incorporated herein by reference.
- 19. It is the intention of the parties that the provisions of this Amendment are severable, so that if any provision is invalid or void under any applicable federal, state or local law or ordinance, decree, order, judgment or otherwise, the remaining provisions of this Amendment shall be unaffected thereby.
- 20. The provisions of this Amendment shall be liberally construed to effectuate their purposes as set forth herein.
- 21. This Amendment has been executed by the undersigned and filed in the Probate Office for the purposes as stated above. Except for the foregoing amendments, the terms and conditions of the Declaration shall continue to be in full force and effect without any other changes whatsoever.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Association, the Approving Owners and the Additional Property Owners have caused this Amendment to be executed by its duly authorized representative as of the date first above written.

Namé:

COLLETON LAKE RESIDENTIAL ASSOCIATION, L.L.C.,

an Alabama limited liability company

STATE OF ALABAMA))

County)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that whose name as Monager of COLLETON LAKE RESIDENTIAL ASSOCIATION, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this 16th day of July, 2024

Notary Public

[NOTARY SEAL]

[NOTARY SEAL]

[NOTARY SEAL]

[NOTARY SEAL]

Additional Property Owners

J Cavelle

L/Wayne Pressgrove

STATE OF ALABAMA
COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that L. Wayne Pressgrove and Jeanette O. Pressgrove, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the date set forth below.

Given under my hand and official seal of office this _____ day of ______,

Notary Public

My Commission Expires:

12-19-2

[NOTARY SEAL]

Amendment to Operating Agreement - Signature Page

4876-6013-8154.6

Donna Dean Willis, as Trustee of the Crossley E.
Willis III Special Needs Trust No. 1

STATE OF ALABAMA (M)

Quidwy COUNTY

[NOTARY SEAL] OF TENNES

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Donna Dean Willis, as Trustee of the Crossley E. Willis III Special Needs Trust No. 1, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date set forth below in her capacity as aforesaid.

Given under my hand and official seal of office this What day of Juney, 2024.

Notary Public

TACTURE A PROPERTY

My Commission Expires: 1001001

Amendment to Operating Agreement - Signature Page

Erskine Ramsay, II

Laura D. Ramsay

STATE OF ALABAMA)

STATE OF ALABAMA)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Erskine Ramsay, II and wife, Laura D. Ramsay, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the date set forth below.

Given under my hand and official seal of office this 3 day of 1 wly, 2024.



Notary Public

My Commission Expires: 12

Brad Adair

Celly Adair

STATE OF ALABAMA)
SHELL COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Brad Adair and wife, Kelly Adair, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the date set forth below.

Given under my hand and official seal of office this <u>Wa</u> day of <u>July</u>

2024

Notary Public

[NOTARY SEAL]

My Commission Expires:

1119/2028

Approving Owners

James Cantrell

STATE OF ALABAMA

SNEW COUNTY

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

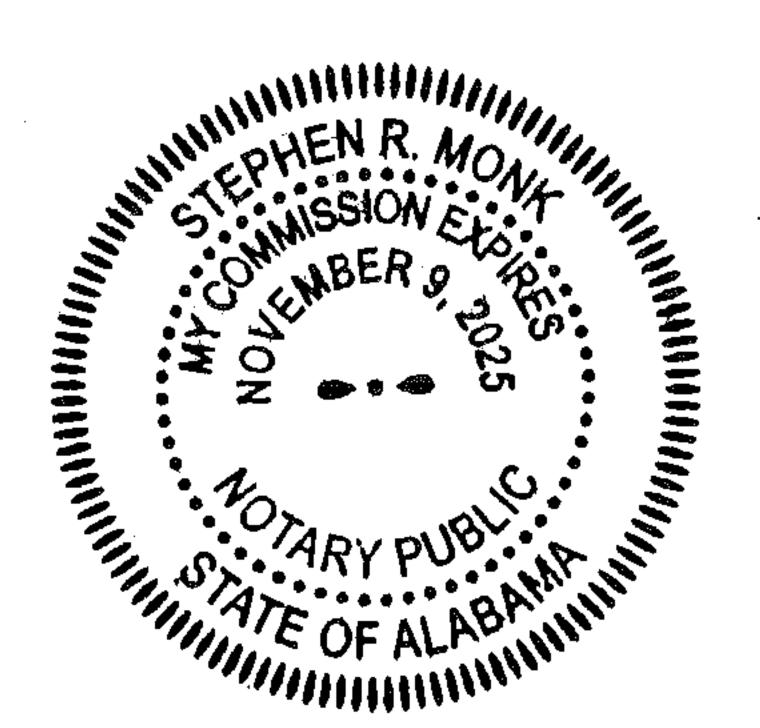
Given under my hand and official seal of office this 16th day of 15th

. 2024.

Notary Public

[NOTARY SEAL]

My Commission Expires: \(\frac{\lambda\2075}{}



Jimmie Harvey

STATE OF ALABAMA)

SHELBY COUNTY)

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

Given under my hand and official seal of office this 16th day of July , 2024.

Notary Public

[NOTARY SEAL]

CHARPPUBLY OF ALABAMILIAN OF ALABAMILIAN IN THE OF ALABAMILIAN IN

My Commission Expires: 11/9/2025

E. J. Marino, Jr.

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that E. J. Marino, Jr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the date set forth below.

Given under my hand and official seal of office this $\frac{16\%}{16\%}$ day of $\frac{16\%}{16\%}$, 2024.

Notary Public

[NOTARY SEAL]

MAN MANNEMAN
Carter E. Slappey
Matturey in fact Correr Tappen Tu
for Carter Stapper pursuant to power of attorney dated July 21, 202

STATE OF ALABAMA)

SUE SUE COUNTY)

Tries attended in that for Carter Slappey present to Round Attorney dotted day 21,2021,

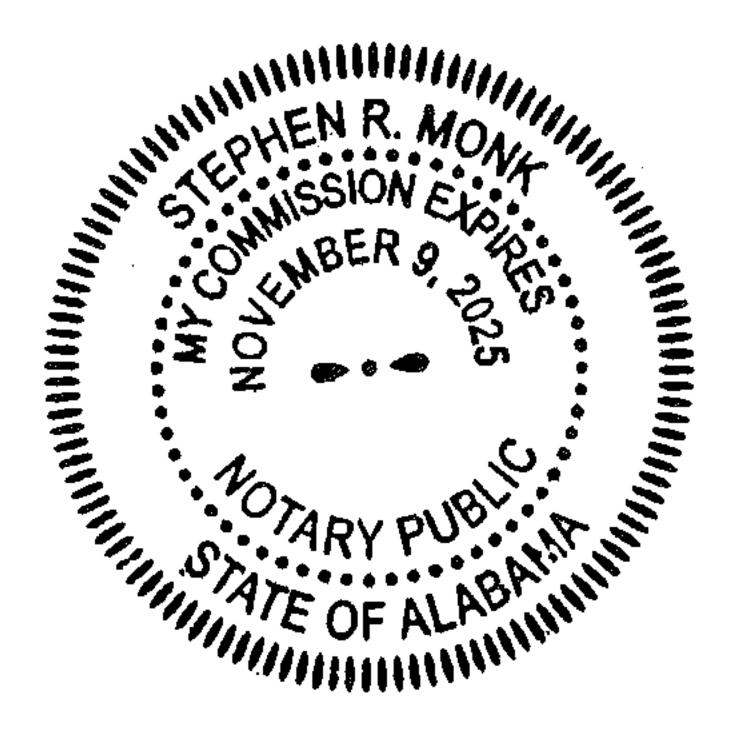
I, the undersigned, a Notary Public in and for said County and State, hereby certify that Carter E. Slappey, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the date set forth below.

Given under my hand and official seal of office this 16th day of 10th, 202

Notary Public

My Commission Expires: 11/9/2020

[NOTARY SEAL]



DURABLE POWER OF ATTORNEY

I, Carter Eric Slappey, domiciled in Jefferson County, Alabama, do hereby constitute and appoint my son, Carter Eric Slappey, Jr. ("my son Carter") as my agent. If my son Carter shall die or shall become incapable or shall fail for any other reason to serve as my agent, I hereby constitute and appoint my daughter, Meredith Slappey Halcomb ("my daughter Meredith") and my daughter, Adrienne Slappey Moore ("my daughter Adrienne"), as my agents, and such individuals are authorized to act jointly and not separately and severally. If only one of my daughter Meredith and my daughter Adrienne shall be qualified and acting as such agent, I hereby constitute and appoint such individual as my sole agent. The person who is authorized to act hereunder is appointed for the purposes and with the powers hereinafter stated, and each of such persons is hereinafter called "my agent."

Revocation of Prior General Powers of Attorney. I hereby revoke any prior general powers of attorney executed by me.

Durable Power. This general power of attorney is a durable power of attorney as provided by the Alabama Uniform Power of Attorney Act. Accordingly, this power of attorney shall not be affected by my disability, incompetency or incapacity.

General Grant of Power. I do hereby empower my agent, for me and in my name, stead and behalf, to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, wherever the same may be situated, and in whatsoever manner my agent may, in fact, consider advisable; to act generally and specifically as my agent in all matters in which I may now be, or hereafter become, interested or concerned; in my name and behalf to execute any instruments in writing; and to do all such acts and things as fully and effectually in all respects, and to all of the same intents and purposes, as I myself could do by my own hand, or in my own person, if present and acting. The foregoing general grant of power shall include, without limitation, the authority set forth in Sections 26-1A-204 through §26-1A-217 of the Alabama Uniform Power of Attorney Act, which sections are incorporated herein by reference in their entirety except as may be specifically modified herein.

Specifically Enumerated Powers. Without in any manner intending to limit the general powers hereinabove conferred (which shall not be abridged by any specific description), I do specifically empower my agent, from time to time, and as often as my agent may see fit, either in person or by means of an agent or agents (when specifically empowered to act by my agent), to do and perform any of the following specific acts:

1. **Sell Property.** To sell any and every kind of property that I may own now or in the future, whether real, personal, tangible, intangible or mixed, including (without being limited to) contingent and expectant interests, marital rights and any rights of survivorship incident to joint tenancy or tenancy by the entirety, upon such terms and conditions and security as my agent shall deem appropriate, and to grant options with respect to sales thereof.

- 2. Buy Property. To buy any and every kind of property, whether real, personal, tangible, intangible or mixed, upon such terms and conditions as my agent shall deem appropriate; to obtain options with respect to such purchases; to arrange for appropriate disposition, use, safekeeping and/or insuring of any such property purchased by my agent.
- 3. Receive Money Derived from Property. To demand, receive, collect and hold all rents, dividends, interest, proceeds of sale, distributions and other moneys derived from any property or business of any kind now or hereafter belonging to me or that may accrue, or be owing, to me from any source or on any account.
- 4. Enter Into Obligations and Pay Personal and Property Expenses for Me and My Spouse. To obligate me, and to pay, for all costs and expenses that my agent may deem necessary for my health, maintenance, support, comfort, and general welfare, for the health, education and support of my spouse in my spouse's accustomed manner of living, and for all improvements, repairs, insurance, taxes, commissions, fees, salaries, wages and other expenses that my agent may deem necessary or desirable to be paid for the maintenance of my home and any other residential or vacation properties owned by me or my spouse.
- 5. Enter Into Obligations and Pay Business Expenses. To obligate me, and to pay, for all repairs, insurance, taxes, commissions, fees, salaries, wages and other expenses that my agent may deem necessary or desirable to be paid in relation to any properties or businesses.
- 6. Participate in Legal Proceedings. To institute, supervise, prosecute, carry on and defend, intervene in, abandon, dismiss, appeal from and compromise any and all legal, equitable, or administrative actions or proceedings involving me or any property or business in which I may have a direct or beneficial interest in any way, including, but not limited to, claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that any loss resulting therefrom will or may fall on me, and otherwise to participate in any litigation involving me, my property or any interest of mine, whether directly or indirectly.
- 7. Compromise Claims. To arbitrate, settle and compromise any claims which I may have against other parties or which may arise against me, including claims respecting taxes of any character due, or claimed to be due, to any governmental authority.
- 8. Give Receipts and Discharge Indebtedness. To collect and receive and give receipts for, any property, security for property, debts, settlements or anything whatsoever owing to me (and for the purpose of receiving any Social Security benefits to which I may be entitled, my agent is hereby appointed my "Representative Payee"), and regardless of the individual or public or private entity involved, to satisfy and discharge, of record, any lien now or hereafter standing in my name or securing any obligation owing to me.
- 9. Deposit Funds in Financial Institution. To deposit any funds to which I may be or become entitled to my credit or for my account in any bank, trust company, savings and

loan association, credit union, brokerage firm or other financial or thrift institution (hereinafter any of such organizations are referred to as a "Financial Institution") and to contract for any services rendered by any Financial Institution.

- 10. Withdraw Funds on Deposit. To withdraw funds deposited by me or by my agent for my account in any Financial Institution and to make appropriate arrangements for any such withdrawal by check signed by my agent in my name, or by any other appropriate means, all as my agent may deem fit.
- or interest of any kind in any property or interests (including undivided interests) in property, real, personal, intangible or mixed, wherever located, including, without being limited to, commodities contracts of all kinds, securities of all kinds, bonds (including United States Government bonds redeemable at par in payment of United States estate taxes imposed at my death), debentures, notes (secured or unsecured), stocks of corporations regardless of class, interests in limited (or general) partnerships, real estate or any interest in real estate, whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts, all without any such investment or reinvestment being limited in any respect by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my agent; and to establish, utilize and terminate checking, savings and money market accounts with any Financial Institution.
- Deal With Real and Tangible Personal Property. With respect to real or tangible personal property (including but not limited to real or tangible property that I own or that I, or my agent for my account, may hereafter acquire or receive): to buy or sell the same or to lease or sublease to, or from, others upon such terms and conditions and for such lengths of time as my agent may deem advisable, even though the same may extend beyond my life; to eject, remove and relieve tenants or other persons from, and recover possession of, by all lawful means; to insure; to accept real or tangible personal property as a gift or as security for a loan; to collect, sue for, receive and give receipt for rents and profits and to conserve, invest or utilize any and all of such rents, profits and receipts for the purposes described herein; to do any act of management and conservation, to pay, to compromise, or to contest tax assessments and to apply for refunds in connection therewith; to hire assistance and labor; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real or tangible personal property from a lien; and to insert on any exhibit to this instrument the descriptions of any real or tangible personal property in which I may now have or hereafter acquire an interest.
- 13. **Delegate Investment Discretion**. To delegate investment discretion with respect to any of my property and assets to a third party or parties; and, if my agent deems it appropriate or desirable, to pay such third party or parties for services.

- 14. **Incur Indebtedness**. To incur indebtedness in my name and execute any evidence thereof and give security therefor by way of pledge, mortgage or other form of hypothecation, including, without limitation, indebtedness incurred for any purpose upon any life insurance policies owned by me and to grant a security interest in any such policies; and no insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds by my agent.
- 15. Vote Securities, and Represent My Interests in Property. To vote at all meetings of the holders of any stock, bonds, or other securities of any incorporated or unincorporated company, association, or other form of entity, or in respect to any general or limited partnership, joint venture, trust or estate in which I may have any beneficial interest, and otherwise to act as my proxy or representative in respect of any shares of capital stock or indebtedness or other interest therein now held or which may hereafter be acquired by me therein, including the right to exercise stock options and to consent to reorganizations and mergers and to the exchange of securities for new securities.
- other person or persons in forming or causing to be formed, or organize, any corporation, general partnership, limited partnership, registered limited liability partnership, or limited liability company, in any manner, on any terms and conditions and for any capitalization, duration or purpose authorized by the laws applicable thereto; to execute, as one of the incorporators, partners, members, or organizers, any and all documents and other papers which my agent may deem necessary or desirable to effect the incorporation, formation, or organization, or in connection therewith; to exchange cash or property of any amount or value belonging to me for any class or amount of stock or other evidence of ownership or membership in the corporation, general partnership, limited partnership, registered limited liability partnership, or limited liability company; and to enter into binding contracts and agreements relating to any such corporation, general partnership, limited partnership, registered limited liability partnership, or limited liability company; including, but not limited to shareholder agreements, partnership agreements and operating agreements.
- 17. Represent My Interest in Any Business. To engage in, continue, participate in the operation (in whole or in part) of, dispose of, or terminate any business (including farming and timbering) or business interest at any time belonging to me, whether as a partner (general or limited), shareholder or stockholder, member of a limited liability company, sole proprietor, or any other form of ownership of a business, and to do any and all things which my agent deems appropriate thereto, including to incorporate or join with others in incorporating or forming as a partnership or joint venture any business, property, or assets of mine; to invest additional capital therein; to make changes from time to time, by organization, incorporation, sale, exchange, reorganization, or dissolution of any character, in the nature, style, or form of the ownership or the conduct of any business or venture, to enlarge or diminish the scope of its activity, or to dissolve or liquidate it.

- 18. Execute Proxies. To execute proxies and to permit others to take any such action.
- 19. Give Notice and Exercise Options. To give any notices and exercise any options in my name.
- 20. Employ Agents and Attorneys. To employ other agents and attorneys, including attorneys at law, and pay them reasonable compensation.
- 21. Endorse Securities or Other Legal Paper. To endorse for transfer or redemption, in my name and on my behalf, any certificate of stock, promissory note, bond or other security or paper evidencing any interest in a corporation, association, partnership, joint venture, trust, mutual fund, regulated investment company, estate or other property.
- 22. Create and Fund a Trust for My Benefit. To create a trust and to transfer any or all of my assets to any trust, whether created before or after the execution of this power of attorney; provided, however, that any trust created pursuant to this power shall be solely for my benefit, shall be amendable or revocable by me (and/or my agent) at any time, and shall provide that at my death all assets then held in such trust shall be delivered to the personal representative of my estate.
- 23. Take Action and Exercise Powers As Grantor or Beneficiary of Trust or Estate. To take any action which I might take or exercise any power which I might have as a grantor or beneficiary of any trust or estate (including, without limitation, disclaiming any interest I may have in any trust or estate, and withdrawing any income and/or principal from any revocable trust created prior to or after the execution of this power).
- 24. Pay Existing Charitable Commitments. To pay all pledges, subscriptions or other commitments, oral or written, which my agent shall deem shall have been made by me (whether before or after execution hereof) to, or for the benefit of, any church or other religious organization, any educational organization, any community chest fund, or foundation or united appeal in which any such organization shall participate, any hospital and any other eleemosynary institution, whether or not the same shall be exempt under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended (the "Code").
- 25. Make Additional Charitable Commitments. To make pledges, subscriptions or commitments, oral or in writing, to or for the benefit of any church or other religious organization, any educational organization, any community chest fund or foundation or united appeal in which any such organization shall participate, any hospital and any other eleemosynary institution which my agent may believe to be exempt under Section 501(c)(3) of the Code, or be otherwise entitled to the benefit of any deduction allowed by Section 170 of the Code, in amounts which shall, in the opinion of my agent, correspond with the amounts which I have heretofore given or am currently giving, together with any increase therein which my agent may determine I would have made had I been made acquainted with the facts which my agent believes would justify any such increase.

- 26. Make Gifts to Spouse. To make gifts to my spouse that would qualify for a marital deduction under Section 2523 of the Code, it being my intention that, if my agent is my spouse, gifts may be made by my agent to my agent; provided, however, that if my agent is my spouse, gifts to my spouse in any one calendar year shall be limited to an amount the greater of (a) an amount equal to twice the annual exclusion under Section 2503(b) of the Code and (b) the amount necessary to bring my spouse's estate up to the maximum amount that could be transferred by my spouse free of estate taxes because of the applicable exclusion amount under Section 2010 of the Code (the "applicable exclusion amount"), but not to exceed an amount equal to the amount by which my estate exceeds the applicable exclusion amount.
- 27. Make Annual Exclusion Gifts. To make annual gifts up to an amount per person equal to the annual exclusion under Section 2503(b) of the Code or, in the event I am married at the time of such gifts, to make annual gifts up to an amount per person equal to twice the annual exclusion under Section 2503(b) of the Code and to consent, with my spouse, to such gifts pursuant to Section 2513 of the Code, with the limitation that such gifts under this power shall be made only to or for the benefit of any one or more of my lineal descendants, it being my intention that, if my agent is one of the foregoing persons, a gift may be made by my agent to my agent.
- 28. Make "Qualified Transfer" Gifts to Educational Institutions or for Medical Care. To make gifts or transfers to educational institutions or for medical care which will constitute "qualified transfers" under Section 2503(e) of the Code for the benefit of persons to whom annual exclusion gifts may be given as provided in paragraph 27.
- 29. Access Safekeeping. To contract with any institutions for the maintenance of a safe deposit box or boxes in my name or in the name of my agent for my account; to have access to all safe deposit boxes, safes or other means of keeping safe, securities, documents or other property, for any purpose for which my agent may deem it desirable in order to exercise any power herein conferred on my agent, whether or not authority for access to any such means of safekeeping shall have been theretofore given by me (either alone or jointly with others) to my agent.
- 30. Provide Representation in Tax Matters. To represent me in all tax matters of every kind and description; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the United States Tax Court or other courts regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements under Section 2032A of the Code or any successor section thereto and consents to split gifts, closing agreements and any power of attorney forms required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year; to pay taxes due, collect and make such disposition of refunds as my agent shall deem appropriate; to post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; and generally to represent me or obtain

professional representation for me in all tax matters and proceedings of all kinds and for all periods, before all officers of the Internal Revenue Service and state and local taxing authorities; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have any interest or responsibility.

- for me in my capacity as personal representative of any will or as trustee of any trust, or in any other fiduciary capacity, which is necessary or desirable in the ordinary course of administration of any such estate or trust, and which may involve no more than the discharge of any duty absolutely imposed on me in any fiduciary capacity which must be certainly performed, such as the collection or endorsement of checks or disbursement of funds, etc., but which does not involve the exercise of any discretionary authority, the performance or exercise of which may not be delegated by me to any other person.
- 32. Exercise and Release Powers of Appointment and Execute Disclaimers of Property. To exercise, or release, powers of appointment, in whole or in part, and to execute and deliver a disclaimer(s) of property or right therein, in whole or in part, under Section 2518 of the Code and the Alabama Uniform Disclaimer of Property Interests Act as set forth in Section 43-8-290, et seq., of the Code of Alabama (1975), as amended, or any other corresponding statute.
- and redirect my mail; to access any post office box of mine; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds; to take and give or deny custody of all of my important documents, including but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, any interest of mine or to any person for whom I am responsible; to house or provide for housing, support and maintenance of any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment; and if the care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in my agent's opinion, to irrevocably transfer such animals to some person or persons, organization or organizations, willing to care for and maintain them.
- Handle My Digital Assets and Other Intangible Property. To access, handle, distribute, copy, dispose of, or otherwise exercise control over, or exercise any right (including the right to change a terms of service agreement or other government instrument) with respect to, any form of electronic, digital or intangible assets I may own or lease, including but not limited to computing devices, data storage devices, digital photographs, digital music, digital videos, leaseholds, contractual rights, software licenses or other licenses, DNS service accounts, web hosting accounts, domain names or registrations, user accounts, tax preparation service accounts, social network accounts, file sharing accounts, financial accounts, email accounts, emails sent and received, online stores, affiliate programs, other online accounts, or any similar

form of digital items which currently exists or may exist as technology develops (collectively, "Digital Assets"); including without limitation the power to do any one or more of the following:

- a. To obtain copies of any electronically stored information of mine from any person or entity that possesses, custodies, or controls that information, including, but not limited to, entities that may be subject to any state law regarding stored communications that may then be in effect;
- b. To use and copy any words, characters, codes, or contractual rights necessary to access Digital Assets, regardless of the ownership of the physical device upon which the digital item is stored;
- c. To decrypt any encrypted electronically stored information of mine or to bypass, reset, or recover any passwords or other kind of authentication or authorization necessary to gain access to the Digital Assets;
- d. To waive any confidentiality that I may have had under any Terms of Service Agreement or Privacy Policy applicable to any Digital Asset of mine, to the extent allowable under such Terms of Service of Privacy Policy;
- e. To engage experts or consultants or any other third party, and delegate authority to such experts, consultants or third party, as necessary or appropriate to effectuate such actions with respect to the Digital Assets, including, but not limited to, such authority as may be necessary or appropriate to decrypt electronically stored information, or to bypass, reset or recover any password or other kind of authentication or authorization;
- permitted by federal and state law, any person or entity that possesses, custodies, or controls any electronically stored information of mine or that provides to me an electronic communication service or remote computing service, whether public or private, to divulge to my agent: (i) any electronically stored information of mine; (ii) the contents of any communication that is in electronic storage by that service or that is carried or maintained on that service; and (iii) any record or other information pertaining to me with respect to that service. This authorization is to be construed to be my lawful consent under the Revised Uniform Fiduciary Access to Digital Assets Act; the Electronic Communications Privacy Act of 1986, as amended; the Computer Fraud and Abuse Act of 1986, as amended; and any other applicable federal or state data privacy law or criminal law. The terms used in this paragraph 35 are to be construed as broadly as possible, and the term "user account" includes without limitation an established relationship between a user and a computing device or between a user and a provider of Internet or other network access, electronic communication services, or remote computing services, whether public or private.
- 36. Handle My Living Accommodations. To do all acts necessary for maintaining my customary standard of living, to provide living quarters for me by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization payments, repairs and taxes; to provide nurses and sitters and normal

domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment; and if, in the judgment of my agent, I will never be able to return to my living quarters from a hospital, hospice, nursing home, convalescent home or similar establishment, to lease, sublease or assign my interest as lessee in any lease or protect or sell or otherwise dispose of my living quarters (investing the proceeds thereof as my agent deems appropriate) for such price and upon such terms, conditions and security, if any, as my agent shall deem appropriate; and to store and safeguard or sell for such price and upon such terms, conditions and security, if any, as my agent shall deem appropriate or otherwise dispose of any items of tangible personal property remaining in my living quarters which my agent believes I will never need again (and pay all costs thereof).

- specifically provided in an Advance Directive for Health Care or other Living Will of mine, to make health care decisions for me if and when I am unable to make my own health care decisions, including the power to consent to giving, withholding, or stopping any health care, health treatment, health service, diagnostic procedure, artificially provided nutrition or hydration, or life-sustaining procedure; to talk with health care personnel, obtain information and sign forms necessary to carry out such decisions, as well as to execute authorizations for medical treatment and for the administration of drugs, therapy, testing, radiological testing, anesthetic drugs and devises, surgery, cosmetic surgery, reconstructive surgery, blood transfusions, and in general for any type of medical treatment administered by any practitioner of the healing arts (including without limitation physicians, registered nurses, licensed practical nurses, therapists, allied health professionals, home health agencies, psychiatric doctors, and psychologists) and to do all such acts and things as fully and effectually in all respects, and to all of the same intents and purposes, as I myself could do by my own hand, or in my own person, if able and acting.
- Release of Health Care Information. This power of attorney authorizes my agent to make various property-related and other decisions on my behalf, some of which may involve making a determination relating to my health or the use of certain health care information. Accordingly, I hereby authorize all hospitals, physicians, dentists, health plans, clinics, laboratories, pharmacies, insurance companies, healthcare professionals, skilled nursing facilities, assisted living facilities, and other health care providers from whom I have received health care services to release all information about me in their possession, including all medical records, diagnosis and treatment information, all billing records, and all information regarding collections from third parties to my agent named in this instrument for the purpose of exercising the authority contained in this Durable Power of Attorney. The foregoing shall include any medical records and all other individually identifiable health information about me, whether or not contained in my medical records, regarding any past or present medical or mental health conditions, including but not limited to information relating to a physical or mental disability and information relating to the diagnosis and treatment of mental illness. The authorization contained in this paragraph shall terminate upon the earlier of my death or the revocation of this instrument. I understand that (i) the information referred to in this paragraph is protected under federal law, (ii) I may refuse to sign this instrument which contains the above authorization, (iii) I have the right to revoke this

authorization in writing, (iv) any revocation will be effective only to the extent that action has not been taken in reliance of my prior authorization, (v) by signing this instrument, I recognize that the protected health information used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient of this disclosure and may no longer be protected under federal law, (vi) treatment or payment will not be based on my signing this authorization, and (vii) I have retained a copy of this authorization. This paragraph shall be construed so that my agent is considered to be a personal representative under privacy regulations relating to Protected Health Information (PHI) and for my agent to be entitled to all health information in the same manner as if I personally were making the request. Accordingly, I confirm that, in connection therewith, my agent shall be treated as my "personal representative" for all purposes as provided by Regulation Section 164.502(g) of Title 45 of the Code of Federal Regulations and the medical information privacy law and regulations generally referred to as "HIPAA" (as such laws, rules, and regulations may be amended and under any similar future laws).

- 39. **Nominate Fiduciaries**. To nominate and/or petition for the appointment of my agent or any person my agent deems appropriate as primary, successor or alternate guardian, guardian ad litem or conservator or to any fiduciary office (all of such offices of guardian, et al., being hereinafter referred to as "Personal Representative") representing me or any interest of mine or any person for whom I may have a right or duty to nominate or petition for such appointment; to grant to any such Personal Representative all of the powers under applicable law that I am permitted to grant; and to waive any bond requirements for such Personal Representative that I am permitted by law to waive.
- 40. **Deal with Life Insurance Policies**. To make any decisions pertaining to any life insurance policies I own, including, without limitation, borrowing against the value of such policies, and converting or surrendering such policies; provided, however, my agent shall have no power or authority whatsoever with respect to any interest I may own in any policy of insurance on the life of my agent, nor shall my agent have any power or authority to change any beneficiary of any life insurance policy I own or to change the owner thereof.
- 41. Execute Legal Instruments. For the purpose of exercising the aforesaid powers, or any of them, to execute, guarantee, endorse and deliver in my behalf all checks, notes, contracts, transfers, assignments, leases, releases, deeds, mortgages, powers of attorney and appointments of agents, and other legal instruments in writing, whether with or without covenants of warranty, and whether with or without seal, of whatsoever nature my agent may deem advisable.
- 42. Carry Out and Enforce Powers Granted Herein. In connection with the exercise of the powers herein described, my agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient to such exercise or exercises, to seek on my behalf and at my expense, including, without limitation, the following:
- a. a declaratory judgment from any court of competent jurisdiction interpreting the validity of any or all acts authorized by this instrument, but such declaratory

judgment shall not be necessary in order for my agent to perform any act authorized by this instrument;

- b. a mandatory injunction requiring compliance with my agent's instructions by any person, organization, corporation or other entity obligated to comply with instructions given by me; and
- c. actual and punitive damages against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.
- delegate any or all of the powers I have granted herein to my agent to a third person, upon such terms and conditions and for such duration as my agent may deem appropriate from time to time, regardless of whether such powers constitute ministerial or discretionary powers, so that any third party selected by my agent shall be authorized to act as "my agent" hereunder just as if I had originally appointed such third person herein to perform the powers granted to such third person by my agent; such delegation shall be done by a written instrument executed by my agent that shall be attached as an exhibit to this durable power of attorney.

Indemnity of Persons Relying Upon My Agent. For the purpose of inducing all persons, organizations, corporations and entities, including, but not limited to, any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my agent given in this instrument, I hereby represent, warrant and agree that:

- a. If this instrument is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any person, organization, corporation or entity (hereinafter referred to in the aggregate as "Person") harmless from any loss suffered, or liability incurred by such Person in acting in accordance with the instructions of my agent acting under this instrument prior to the receipt by such Person of actual notice of any such revocation or amendment;
- b. The powers conferred on my agent by this instrument may be exercised by my agent alone and my agent's signature or act under the authority granted in this instrument may be accepted by Persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by my agent hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my heirs, assigns and personal representatives;
- c. No Person who acts in reliance upon any representations my agent may make as to (i) the fact that my agent's powers are then in effect, (ii) the scope of my agent's authority granted under this instrument, (iii) my competency at the time this instrument is executed, (iv) the fact that this instrument has not been revoked, or (v) the fact that my agent

continues to serve as my agent shall incur any liability to me, my estate, my heirs or assigns for permitting my agent to exercise any such authority, nor shall any Person who deals with my agent be responsible to determine or insure the proper application of funds or property; and

d. All Persons from whom my agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs and assigns for complying with my agent's requests.

Lineal Descendants. The term "lineal descendants" shall for all purposes of this power of attorney be deemed to include persons legally adopted. In addition, the term "lineal descendants" shall for all purposes of this power of attorney be deemed to include both persons of the blood of, and persons legally adopted by, legally adopted persons.

Death. My death shall not revoke or terminate this agency as to my agent or any other person who, without actual knowledge of my death, acts in good faith under this power of attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon me and my heirs, devisees and personal representatives.

Incapacity of Agent. The incapacity of an individual to serve as an agent hereunder shall be determined by the attending physician of such individual, and a determination of incapacity shall be evidenced by a written statement from such attending physician indicating that such individual does not have the mental or physical capacity to serve as an agent hereunder.

Amendment and Revocation. This instrument may be amended or revoked by me, and my agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my agent. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to (a) any fiduciary appointed for my benefit, or if none, to any person with whom I am residing or who has the care and custody of me and (b) the successor agent appointed by me under this instrument, if any.

Unenforceable Provisions. If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

Governing Law. This instrument shall be governed by the laws of the State of Alabama in all respects, including its validity, construction, interpretation and termination, and to the extent permitted by law shall be applicable to all property of mine, real, personal, intangible or mixed, wherever and in whatever state of the United States or foreign country the situs of such

property is at any time located and whether such property is now owned by me or hereafter acquired by me or for me by my agent.

Headings. The headings describing the powers granted herein are for illustrative purposes only and are in no way meant to limit or otherwise circumscribe the powers set forth herein.

Counterparts. This instrument may be executed in multiple counterpart originals, and all such counterpart originals shall have equal force and effect. In addition, my agent is authorized to make photocopies of this instrument as frequently and in such quantity as my agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the _____ day of July, 2021.

Carter Eric Slappey

WITNESSES:

Vame: Frzabe

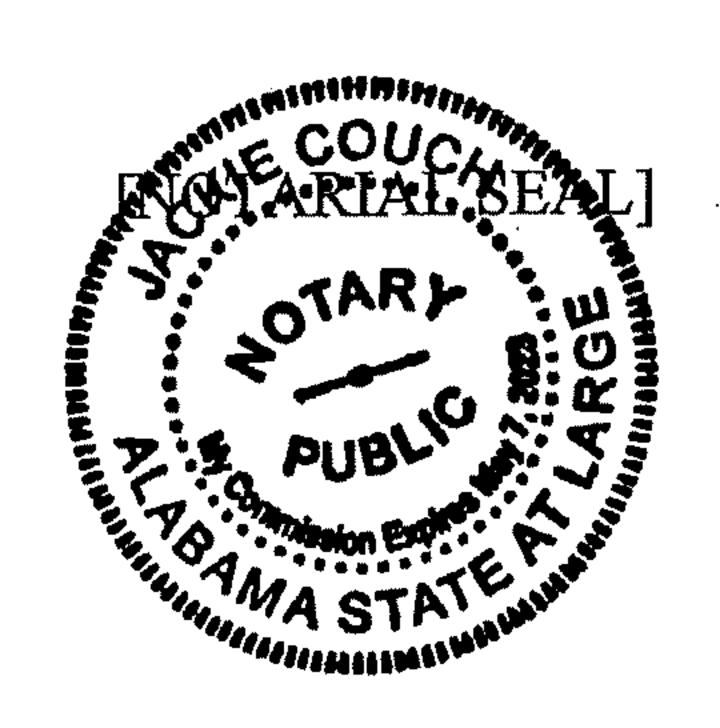
STATE OF ALABAMA	
	•
COUNTY OF JEFFERSON)

I, a Notary Public in and for said county in said state, hereby certify that Carter Eric Slappey, whose name is signed to the foregoing durable power of attorney, and who is known to me, acknowledged before me on this day that, being informed of the contents of said power of attorney, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this A day of July, 2021.

Notary Public

My Commission expires 57202



This instrument prepared by:
Brooke Everley Nicholson, Esq.
Everley Law, LLC
The Landmark Center, Suite 600
2100 First Avenue North
Birmingham, AL 35203
brooke@everleylaw.com

FMLA, LLC, an Alabama limited liability company

	Title: Members
STATE OF ALABAMA) SHELBY COUNTY)	
of FMLA, LLC, an Alabama limited who is known to me, acknowledged the instrument, he/she as such Mean act of the aforesaid limited liability of	
[NOTARY SEAL] [NOTARY SEAL] [NOTARY SEAL] [NOTARY SEAL] [NOTARY SEAL] [NOTARY SEAL]	Notary Public My Commission Expires: W9\2026

Brad Adair

STATE OF ALABAMA SHELBY COUNTY

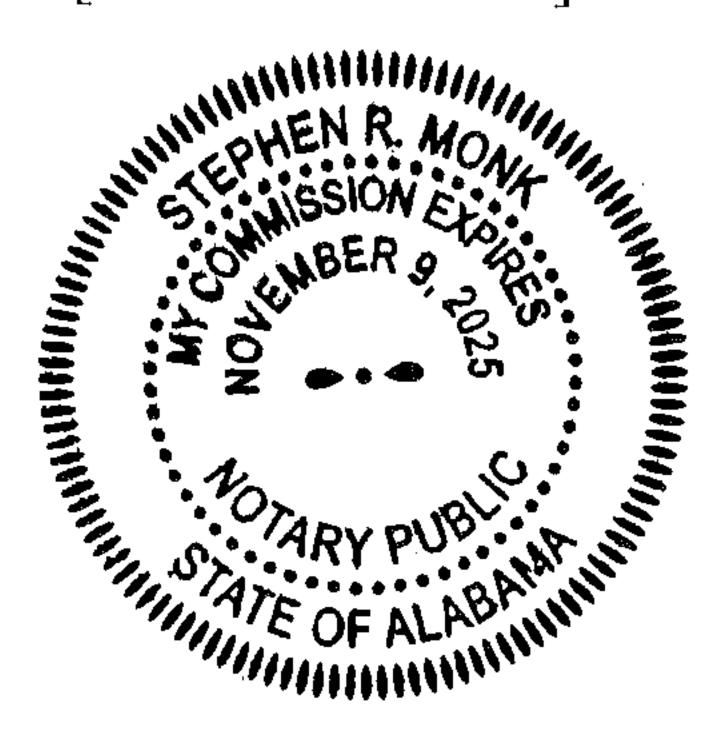
I, the undersigned, a Notary Public in and for said County and State, hereby certify that Brad Adair and wife, Kelly Adair, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the date set forth below.

Given under my hand and official seal of office this 6 day of 3024.

Notary Public

My Commission Expires: W19/2026

[NOTARY SEAL]



Rebecca Lynn Harrison

STATE OF ALABAMA

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Rebecca Lynn Harrison, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date set forth below.

Given under my hand and official seal of office this $\frac{10^{11}}{20^{11}}$ day of $\frac{10^{11}}{20^{11}}$

Notary Public

My Commission Expires: 1119/2025

[NOTARY SEAL] W. MARY PUBL. ARY PUBL. ARABAITH

John R. Grimes, Jr.

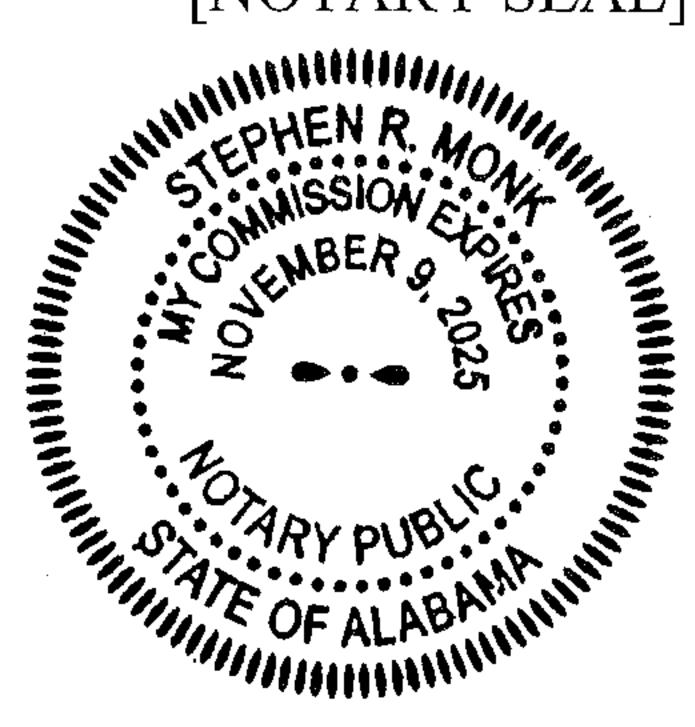
STATE OF ALABAMA)
SHELBY COUNTY)

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

Given under my hand and official seal of office this 16th day of Joh, 2024

Notary Public

[NOTARY SEAL]



Vickie L. Grimes

STATE OF ALABAMA)

SMERY COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Vickie L. Grimes, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date set forth below.

Given under my hand and official seal of office this day of July, 2024

Notary Public

My Commission Expires: W9\2025

[NOTARY SEAL]

Michael R. Brunson

Sharon G. Brunson

STATE OF ALABAMA)
SUELSY COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Michael R. Brunson and wife, Sharon G. Brunson, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the date set forth below.

Given under my hand and official seal of office this 16th day of July

2024.

Notary Public

[NOTARY SEAL]

My Commission Expires:

11/9/2025

Brad Lard

Wanny H. Lard

Nancy Lard

STATE OF ALABAMA)

SERVICE COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Brad Lard and wife, Nancy Lard, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the date set forth below.

Given under my hand and official seal of office this 17th day of July , 2024.

Notary Public

[NOTARY SEAL]

WINTER OF ALABAMINING OF ALABAMINING

My Commission Expires: M9\2025

Renee K. Adam

STATE OF ALABAMA

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Renee K. Adam, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date set forth below.

Given under my hand official seal of office this day of

[NOTARY SEAL] Sherri Lynn Roberts W Notary Public Notary Public Mary State Administration M.

My Commission Expires:

Bruce Dunbar

Ida Dunbar

STATE OF ALABAMA)

Jewesson County)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Bruce Dunbar and wife, Ida Dunbar, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the date set forth below.

Given under my hand and official seal of office this 2nd day of August

[NOTARY SEAL]

Notary Public

My Commission Expires:

Mancy Cargo Worthington

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Nancy Cargo Worthington, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date set forth below.

Given under my hand and official seal of office this 19 day of July, 2024.

[NOTARY SEAL]

Ambh Martin Hagur (Notary Public

My Commission Expires:

AMBER MARTIN HAGOOD

My Commission Expires

December 21, 2026

STATE OF ALABAMA)

SHEWY COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Nancy C. Worthington, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the date set forth below.

Given under my hand and official seal of office this / 9 day of July, 2024.

Notar [NOTARY SEAL]

My Commission Expires: My C

"Mency C. Worthington

Nancy C. Worthington

AMBER MARTIN HAGOOD

My Commission Expires

December 21, 2026

Donna Dean Willis, as Trustee of the Crossley E. Willis III Special Needs Trust No. 1

Tennisse STATE OF ALABAMAMA) Davidson COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Donna Dean Willis, as Trustee of the Crossley E. Willis III Special Needs Trust No. 1, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date set forth below in her capacity as aforesaid.

Given under my hand and official seal of office this $\frac{W}{day}$ of $\frac{\partial W}{\partial w}$, 2024.

'ENNESSEE'

My Commission Expires: WWW WON

[NOTARY SEAL]

Erskine Ramsay, III

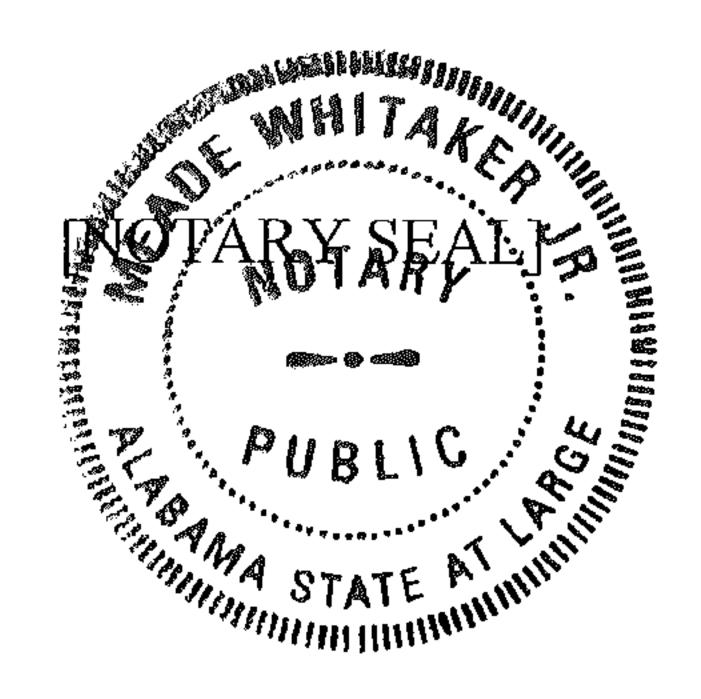
Aura D. Ramsay

STATE OF ALABAMA)

Je Son COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Erskine Ramsay, II and wife, Laura D. Ramsay, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the date set forth below.

Given under my hand and official seal of office this ______ day of ______, 2024.



Notary Public

My Commission Expires:

12/2

EXHIBIT "B-1" to Second Amendment to Declaration

Legal Description of Additional Property

Adair Property

Parcel I

Commence at a half inch rebar in place being the Northeast corner of Section 12, Township 19 South, Range 1 East, Shelby County, Alabama; thence proceed South 00 degrees 12 minutes 50 seconds West along the East boundary of said section for a distance of 3300.50 feet to the point of beginning. From this beginning point proceed North 79 degrees 19 minutes 59 seconds East for a distance of 326.09 feet; thence proceed South 62 degrees 02 minutes 26 seconds East for a distance of 515.62 feet; thence proceed South 56 degrees 08 minutes 48 seconds West for a distance of 1375.13 feet (set half inch rebar); thence proceed North 57 degrees 41 minutes 02 seconds West for a distance of 417.22 feet (set half in rebar); thence proceed North 00 degrees 38 minutes 07 seconds West for a distance of 539.43 feet (set half inch rebar); thence proceed North 79 degrees 19 minutes 59 seconds East for a distance of 791.40 feet to the point of beginning.

The above described land is located in the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 12, Township 19 South, Range 1 East and the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 7, Township 19 South, Range 2 East, Shelby County, Alabama.

Also, a 40 foot easement for ingress and egress connecting the above described tract of land to Shelby County Highway No. 55, said description of the 40 foot easement being along the center line of the aforementioned gravel and chert road and being more particularly described as follows:

Commence at the Northwest corner of Section 7, Township 19 South, Range 1 East, Shelby County, Alabama and proceed South 3 degrees 32 minutes 53 seconds West along the West boundary of Section 7 for 3040.41 feet; thence proceed South 87 degrees 40 minutes 20 seconds West, 1292.48 feet to a point in the center of an existing gravel and chert road, said point being the point of beginning of herein described 40 foot easement; thence from said point of beginning continue along the center of said easement the following courses: North 38 degrees 24 minutes 38 seconds West, 284.20 feet; North 71 degrees 18 minutes 28 seconds West, 473.59 feet; South 87 degrees 11 minutes 02 seconds West, 248.79 feet; South 51 degrees 52 minutes 37 seconds West, 188.06 feet; South 72 degrees 01 minutes 05 seconds West, 185.93 feet; South 86 degrees 21 minutes 57 seconds West, 287.03 feet; South 59 degrees 15 minutes 22 seconds West, 73.17 feet; South 10 degrees 44 minutes 14 seconds East, 202.24 feet; South 25 degrees 14 minutes 07 seconds West, 143.45 feet; South 55 degrees 14 minutes 45 seconds West, 148.56 feet; North 84 degrees 39 minutes 28 seconds West, 428.95 feet; North 66 degrees 50 minutes 23 seconds West, 314.49 feet; South 83 degrees 21 minutes 22 seconds West, 318.01 feet; South 34 degrees 12 minutes 40 seconds West, 169.53 feet; South 43 degrees 33 minutes 50 seconds West, 186.27 feet; South 20 degrees 01 minute 40 seconds West, 136.67 feet; North 81 degrees 47 minutes 00 seconds West, 64.16 feet; North 7 degrees 14 minutes 28 seconds East, 304.17 feet; North 4 degrees 36 minutes 44 seconds West, 191.11 feet; North 8 degrees 11 minutes 19 seconds East, 206.92 feet; North 8 degrees 58 minutes 53 seconds West, 195.50 feet; North 0 degrees 32 minutes 09 seconds West, 414.23 feet; North 25 degrees 27 minutes 50 seconds West, 111.40 feet; North 37 degrees 17 minutes 22 seconds West, 521.24 feet; North 21 degrees 47 minutes 52 seconds West, 653.52 feet; North 41 degrees 44 minutes 54 seconds West, 207.80 feet; North 27 degrees 31 minutes 42 seconds West, 152.04 feet; North 18 degrees 42 minutes 05 seconds West, 372.46 feet; North 47 degrees 36 minutes 27 seconds West, 248.06 feet; North 61 degrees 24 minutes 37 seconds West, 321.39 feet; North 71 degrees 49 minutes 39 seconds West, 475.69 feet; North 81 degrees 50 minutes 54 seconds West, 246.01 feet; South 51 degrees 40 minutes 09 seconds West, 231.93 feet; South 34 degrees 11 minutes 48 seconds West, 579.85 feet; South 18 degrees 45 minutes 40 seconds West, 334.11 feet; South 32 degrees 33 minutes 21 seconds West, 306.38 feet; South 55 degrees 00 minutes 03 seconds West, 220.50 feet; North 69 degrees 02 minutes 50 seconds West, 182.67 feet to the Point of Termination of herein described 40 foot easement.

And

A 40 foot ingress and egress easement being 20 feet in equal width on each side of the following described line: Commence at a half inch rebar in place being the Northeast corner of Section 12, Township 19 South, Range 1 East, Shelby County, Alabama; thence proceed South 00 degrees 12 minutes 50 seconds West along the East boundary of said section for a distance of 3300.50 feet; thence proceed North 79 degrees 19 minutes 59 seconds East for a distance of 21.53 feet; thence proceed North 42 degrees 19 minutes 59 seconds West for a distance of 201.67 feet to the centerline of a 15 foot asphalt roadway to the point of beginning of said 40 foot easement. From this beginning point proceed South 53 degrees 53 minutes 39 seconds West along the centerline of said easement for a distance of 76.94 feet; thence proceed South 58 degrees 19 minutes 30 seconds West along the centerline of said easement for a distance of 64.87 feet; thence proceed South 69 degrees 06 minutes 38 seconds West along the centerline of said easement for a distance of 73.54 feet; thence proceed South 75 degrees 45 minutes 52 seconds West along the centerline of said easement for a distance of 217.28 feet; thence proceed South 80 degrees 12 minutes 16 seconds West along the centerline of said easement for a distance of 329.10 feet; thence proceed South 88 degrees 10 minutes 27 seconds West along the centerline of said easement for a distance of 168.41 feet; thence proceed North 84 degrees 04 minutes 41 seconds West along the centerline of said easement for a distance of 88.36 feet; thence proceed North 62 degrees 44 minutes 00 seconds West along the centerline of said easement for a distance of 90.77 feet; thence proceed North 46 degrees 52 minutes 00 seconds West along the centerline of said easement for a distance of 78.06 feet; thence proceed North 31 degrees 55 minutes 15 seconds West along the centerline of said easement for a distance of 105.40 feet to the point of termination of said easement.

Parcel II

A 35 foot wide strip of property being 17.5 feet in equal width on each side of the following described line:

Commence at a half inch rebar in place being the Northeast corner of Section 12, Township 19 South, Range 1 East, Shelby County, Alabama; thence proceed South 00 degrees 12 minutes 50 seconds West along the East boundary of said section for a distance of 3300.50 feet; thence proceed North 79 degrees 19 minutes 59 seconds East for a distance of 21.53 feet to the point of beginning. From this beginning point proceed North 42 degrees 19 minutes 59 seconds West for a distance of 208.85 feet to the centerline of a 15 foot asphalt roadway and the termination of said line. Being situated in Shelby County, Alabama.

Pressgrove Property

A part of the NE ¼ of the SE ¼ of Section 12, Township 19 South, Range 1 East, and the NW ¼ of the SW ¼ of Section 7, Township 19 South, 2 East, Shelby County, Alabama and being more particularly described as follows: Commence at the NW corner of Section 7, Township 19 South, Range 2 East, Shelby County, Alabama and proceed South 3 degrees 32 minutes 53 seconds West along the west boundary of Section 7 for 2436.79 feet to the point of beginning; thence from said point of beginning proceed North 87 degrees 46 minutes 33 seconds East 833.97 feet; thence proceed South 86 degrees 06 minutes 09 seconds East 619.48 feet; thence proceed South 23 degrees 53 minutes 55 seconds West 537.95 feet; thence proceed North 72 degrees 29 minutes 27 seconds West 590.95 feet; thence proceed North 88 degrees 33 minutes 52 seconds West 2040.84 feet; thence proceed north 23 degrees 59 minutes 35 seconds East 146.32 feet; thence proceed north 2 degrees 50 minutes 21 seconds East 88.34 feet; thence proceed North 87 degrees 46 minutes 33 seconds East 1307.43 feet back to the point of beginning; being situated in Shelby County, Alabama.

Also a 40 foot easement for ingress and egress along an existing gravel and chert road from the above described tract of land to Shelby County Highway No. 55, said description of the 40 foot easement being along the center line of the aforementioned gravel and dirt road and being more particularly described as follows: Commence at the NW corner of Section 7, Township 19 South, Range 2 East, Shelby County, Alabama and proceed South 3 degrees 32 minutes 53 seconds West along the west boundary of Section 7 for 2436.79 feet; thence proceed south 42 degrees 11 minutes 52 seconds East 424.02 feet to a point in the center of an existing gravel and chert road, said point being the point of beginning of herein described 40 foot easement; thence from said point of beginning continue along the center of said easement the following courses: South 48 degrees 36 minutes 52 seconds West 333.93 feet, South 38 degrees 35 minutes 57 seconds West, 171.39 feet, South 59 degrees 23 minutes 57 seconds West along 215. 17 feet, South 76 degrees 50 minutes 13 seconds West 179.22 feet, South 80 degrees 04 minutes 42 seconds West 296.53 feet, North 88 degrees 52 minutes 16 seconds west 391.71 feet North 45 degrees 36 minutes 38 seconds West 300.45 feet, South 35 degrees 35 minutes 53 seconds East 160.94 feet, North 37 degrees 23 minutes 10 seconds West 441.74 feet, North 71 degrees 18 minutes 28 seconds West 473.59 feet, South 87 degrees 11 minutes 02 seconds West 248.79 feet, south 51 degrees 52 minutes 37 seconds West 188.06 feet, South 72 degrees 01 minutes 05 seconds West 185.93 feet, South 86 degrees 21 minutes 57 seconds West 287.03 feet, South 59 degrees 15 minutes 22 seconds West 73.17 feet, South 10 degrees 44 minutes 14 seconds East 202.24 feet, South 25 degrees 14 minutes 07 seconds West 143.45 feet, South 55 degrees 14 minutes 45 seconds West 148.56 feet, North 84 degrees 39 minutes 28 seconds West 428.95 feet, North 66 degrees 50 minutes 23 seconds West 314.49 feet, South 83 degrees 21 minutes 22 seconds West 318.01 feet, South 34 degrees 12 minutes 40 seconds West 169.53 feet, South 43 degrees 33 minutes 50 seconds West 186.27 feet, South 20 degrees 01 minutes 40 seconds west 136.67 feet, North 81 degrees 47 minutes 00 seconds West 64. 16 feet, North 7 degrees 14 minutes 28 seconds East 304.17 feet, North 4 degrees 36 minutes 44 seconds West 191.11 feet, North 8 degrees 11 minutes 19 seconds East 206.92 feet North 8 degrees 58 minutes 53 seconds West 195.50 feet, North 0 degrees 32 minutes 09 seconds West 414.23 feet, North 25 degrees 27 minutes 50 seconds West 111.40 feet, North 37 degrees 17 minutes 22 seconds West 521.14 feet, North 21 degrees 47 minutes 52 seconds West 653.52 feet, North 41 degrees 44 minutes 54 seconds West 207.80 feet North 27 degrees 31 minutes 42 seconds West 152.04 feet, North 18 degrees 42 minutes 05 seconds West 372.46 feet, North 47 degrees 36 minutes 27 seconds West 248.06 feet, North 61 degrees 24 minutes 37 seconds West 321.39 feet, North 71 degrees 49 minutes 39 seconds West 475.69 feet, North 81 degrees 50 minutes 54 seconds West 246.01 feet, South 51 degrees 40 minutes 09 seconds West 231.93 feet, South 34 degrees 11 minutes 48 seconds West 579.85 feet, South 18 degrees 45 minutes 40 seconds West, 334.11 feet, South 32 degrees 33 minutes 21 seconds West 306.38 feet, South 55 degrees 00 minutes 03 seconds West, 220.50 feet, North 69 degrees 02 minutes 50 seconds West 182. 67 feet to the point of termination of herein described 40 foot easement, being situated in Shelby County, Alabama.

Willis, Trustee of The Crossley E. Willis, III Special Needs Trust No. 1 - Property

A part of the NE ¼ of the SE ¼, of Section 12, Township 19 South, Range 1 East, and the NW ¼ of the SW ¼ of Section 7, Township 19 South, Range 2 East, Shelby County, Alabama and being more particularly described as follows:

Commence at the NW corner of Section 7, Township 19 South, Range 2 East, Shelby County, Alabama and proceed South 3 degrees 32 minutes 53 seconds West along the West boundary of Section 7 for 2743.89 feet to the point of beginning; thence from said point of beginning proceed South 88 degrees 33 minutes 52 seconds East 689.11 feet; thence proceed South 72 degrees 29 minutes 27 seconds East 590.95 feet; thence proceed South 23 degrees 39 minutes 28 seconds West 425.00 feet; thence proceed North 57 degrees 44 minutes 49 seconds West 586.43 feet; thence proceed South 87 degrees 40 minutes 20 seconds West 2113.09 feet; thence proceed North 23 degrees 59 minutes 35 seconds East 428.05 feet; thence proceed South 88 degrees 33 minutes 52 seconds East 1351.73 feet back to the point of beginning; being situated in Shelby County, Alabama.

ALSO, a 40 foot easement for ingress and egress along an existing gravel and chert road from the above described tract of land to Shelby County Highway No. 55, said description of the 40 foot easement being along the center line of the aforementioned gravel and chert road and being more particularly described as follows: Commence at the NW corner of Section 7, Township 19 South, Range 2 East, Shelby County, Alabama and proceed South 3 degrees 32 minutes 53 seconds West along the West boundary of Section 7 for 2743.89 feet; thence proceed South 83 degrees 00 minutes 05 seconds West 1456.20 feet to a point in the center of an existing gravel and chert road, said point being the point of beginning of herein described 40 foot easement; thence from said point of beginning continue along the center of said easement the following courses: North 38 degrees 24 minutes 38 seconds West 65.96 feet, North 71 degrees 18 minutes 28 seconds West 473.59 feet, South 87 degrees 11 minutes 02 seconds West 248.79 feet, South 51 degrees 52 minutes 37 seconds West 188.06 feet, South 72 degrees 01 minutes 05 seconds West 185.93 feet, South 86 degrees 21 minutes 57 seconds West 287.03 feet, South 59 degrees 15 minutes 22 seconds West 73.17 feet, South 10 degrees 44 minutes 14 seconds East 202.24 feet, South 25 degrees 14 minutes 07 seconds West 143.45 feet, South 55 degrees 14 minutes 45 seconds West 148.56 feet, North 84 degrees 39 minutes 28 seconds West 428.95 feet, North 66 degrees 50 minutes 23 seconds West 314.49 feet, South 83 degrees 21 minutes 22 seconds West 318.01 feet, South 34 degrees 12 minutes 40 seconds West 169.53 feet, South 43 degrees 33 minutes 50 seconds West 186.27 feet, South 20 degrees 01 minutes 40 seconds West 136.67 feet, North 81 degrees 47 minutes 00 seconds West 64.16 feet, North 7 degrees 14 minutes 28 seconds East 304.17 feet, North 4 degrees 36 minutes 44 seconds West 191.11 feet, North 8 degrees 11 minutes 19 seconds East 206.92 feet, North 8 degrees 58 minutes 53 seconds West 195.50 feet, North 0 degrees 32 minutes 09 seconds West 414.23 feet, North 25 degrees 27 minutes 50 seconds West 111.40 feet, North 37 degrees 17 minutes 22 seconds West 521.14 feet, North 21 degrees 47 minutes 52 seconds West 653.52 feet, North 41 degrees 44 minutes 54 seconds West 207.80 feet, North 27 degrees 31 minutes 42 seconds West 152.04 feet, North 18 degrees 42 minutes 05 seconds West 372.46 feet, North 47 degrees 36 minutes 27 seconds West 248.06 feet, North 61 degrees 24 minutes 37 seconds West 321.39 feet, North 71 degrees 49 minutes 39 seconds West 475.69 feet, North 81 degrees 50 minutes 54 seconds West 246.01 feet, South 51 degrees 40 minutes 09 seconds West 231.93 feet, South 34 degrees 11 minutes 48 seconds West 579.85 feet, South 18 degrees 45 minutes 40 seconds West 334.11 feet, South 32 degrees 33 minutes 21 seconds West 306.38, South 55 degrees 00 minutes 03 seconds West 220.50 feet, North 69 degrees 02 minutes 50 seconds West 182.67 feet to the point of termination of herein described 40 foot easement; being situated in Shelby County. Alabama.

Ramsay Property

A part of the NW 1/4 of the SE 1/4 the NE 1/4 of the SE 1/4 of Section 12, Township 19 South, Range 1 East, and the NW 1/4 of the SW 1/4 of Section 7, Township 19 South, Range 2 East, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NW corner of Section 7, Township 19 South, Range 2 East, Shelby County, Alabama, and proceed South 3 deg. 32 min. 53 sec. West along the West boundary of Section 7 for 3040.41 feet to the Point of Beginning; thence from said Point of beginning proceed North 87 deg. 40 min. 20 sec. East, 604.82 feet; thence proceed South 57 deg. 44 min. 49 sec. East, 586.43 feet; thence proceed South 23 deg. 39 min. 28 sec. West, 338.72 feet; thence proceed North 59 deg. 02 min. 16 sec. West, 747.75 feet; thence proceed South 82 deg. 20 min. 09 sec. West 2036.97 feet; thence proceed North 23 deg. 57 min. 47 sec. East, 464.38 feet; thence proceed North 87 deg. 40 min. 20 sec. East, 1508.26 feet, back to the Point of Beginning.

Also, a 40 foot easement for ingress and egress along an existing gravel and a chert road from the above described tract of land to Shelby County Highway No. 55, said description of the 40 foot easement being along the Center line of the aforementioned gravel and chert road and being more particularly described as follows: Commence at the NW corner of Section 7, Township 19 South, Range 1 East, Shelby County, Alabama and proceed South 3 deg. 32 min. 53 sec. West along the West boundary of Section 7 for 3040.41 feet; thence proceed South 87 deg. 40 min. 20 sec. West, 1292.48 feet to a point in the center of an existing gravel and chert road, said point begin the Point of Beginning of herein described 40 foot easement; thence from said Point of Beginning continue along the center of said easement the following courses: North 38 deg. 24 min. 38 sec. West, 284.20 feet; North 71 deg. 18 min. 28 sec. West, 473.59 feet; South 87 deg. 11 min. 02 sec. West, 248.79 feet; South 51 deg. 52 min. 37 sec. West, 188.06 feet; South 72 deg. 01 min. 05 sec. West, 185.93 feet; South 86 deg. 21 min. 57 sec. West, 287.03 feet; South 59 deg. 15 min. 22 sec. West, 73.17 feet; South 10 deg. 44 min. 14 sec. East, 202.24 feet; South 25 deg. 14 min. 07 sec. West, 143,45 feet; South 55 deg. 14 min. 45 sec. West, 148.56 feet; North 84 deg. 39 min. 28 sec. West, 428.95 feet; North 66 deg. 50 min. 23 sec. West, 314.49 feet; South 83 deg. 21 min. 22 sec. West, 318.01 feet; South 34 deg. 12 min. 40 sec. West, 169.53 feet; South 43 deg. 33 min. 50 sec. West, 186.27 feet; South 20 deg. 01 min. 40 sec. West 136.67 feet; North 81 deg. 47 min. 00 sec. West, 64.16 feet; North 7 deg. 14 min. 28 sec. East, 304.17 feet; North 4 deg. 36 min. 44 sec. West, 191.11 feet; North 8 deg. 11 min. 19 sec. East, 206.92 feet; North 8 deg. 58 min, 53 sec. West, 195.50 feet; North 0 deg. 32 min, 09 sec. West, 414.23 feet; North 25 deg. 27 min. 50 sec. West, 111.40 feet; North 37 deg. 17 min. 22 sec. West, 521.14 feet; North 21 deg. 47 min. 52 sec. West, 653.52 feet; North 41 deg. 44 min. 54 sec. West, 207.80 feet; North 27 deg. 31 min. 42 sec. West, 152.04 feet; North 18 deg. 42 min. 05 sec. West, 372.46 feet; North 47 deg. 36 min. 27 sec. West, 248.06 feet; North 61 deg. 24 min. 37 sec. West, 321.39 feet; North 71 deg. 49 min. 39 sec. West, 475.69 feet; North 81 deg. 50 min. 54 sec. West, 246.01 feet; South 51 deg. 40 min. 09 sec. West, 231.93 feet; South 34 deg. 11 min. 48 sec. West, 579.85 feet; South 18 deg. 45 min. 40 sec. West, 334.11 feet; South 32 deg. 33 min, 21 sec. West, 306.38 feet; South 55 deg. 00 min. 03 sec. West, 220.50 feet; North 69 deg. 02 min. 50 sec. West, 182.67 feet to the Point of Termination of herein described 40 foot easement,

RULES AND REGULATIONS OF COLLETON LAKE RESIDENTIAL ASSOCIATION L.L.C.

- Section 1. Association Documents: These Rules and Regulations of Colleton Lake Residential Association, L.L.C. (the "Association") shall be supplementary and in addition to the provisions of the Declaration of Easements, Protective Covenants and Restrictions for Colleton Lake, a Residential Subdivision, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, on February 15, 1996 as Instrument No. 1996-04784 (together with all amendments thereto, collectively, the "Declaration"), and the Articles of Organization of the Association (together with all amendments thereto, the "Articles"; the Declaration, the Articles, and these Rules and Regulations are collectively referred to herein as the "Association Documents"). These Rules and Regulations are made pursuant to Section 5.2 of the Declaration. Capitalized terms used but not defined in these Rules and Regulations have the meanings ascribed to such terms in the Declaration. The Managers may alter, amend, delete or change these Rules and Regulations at any time upon a majority vote thereof.
- Section 2. <u>Nuisances</u>: No unlawful, immoral, noxious or offensive activities shall be carried on in any Dwelling, Lake Lot, the Common Areas, the Common Roads, or elsewhere within the Development, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall, in the judgment of the Managers, cause unreasonable noise, odors, light or other disturbance to others. All radios, televisions, phonographs, musical instruments or other items which cause noise shall be maintained at a level that does not annoy or interfere with other Owners' enjoyment of the Development.
- Section 3. Maintenance and Repair: Each Owner shall maintain his or her Dwelling and Lake Lot and all Improvements thereto in good condition and in good order and repair and shall not do or allow anything to be done therein which may increase the rate or cause the cancellation of insurance on any other Dwelling, Lake Lot or the Common Areas. No structural alteration, construction, addition or deletions of any Dwelling, Lake Lot, or the Common Areas shall be made by any Owner except with the prior written consent of the Managers. Each Owner conducting construction activities on its Lake Lot shall provide a copy of the proper building or other permits from Shelby County, as required, and shall provide proof of contractor liability insurance to the Managers. All work shall be performed during normal business hours.
- Section 4. <u>Trash Disposal</u>: Trash, garbage and other waste shall be disposed only in designated areas and in containers and bags specified by the Managers from time to time. Each Owner shall, at such Owner's expense, be responsible for the removal of all trash, garbage and other waste from such Owner's Lake Lot and Dwelling.
- **Section 5.** <u>Storage/Piers</u>: Articles of personal property belonging to any Owner, such as boats, campers, tractors, motorcycles, recreational vehicles, trailers, bicycles, wagons, toys, furniture, firewood, clothing and other articles, shall not be stored or kept in the Common Areas or Common Roads. All storage will be confined to such Owner's Dwelling or Lake Lot. Canoes, kayaks, paddle boards and fishing gear and equipment (other than boat motors) may be stored on

the pier. Vehicles, machinery, stereos, televisions and other personal property are prohibited on the piers. Deck furniture is allowed.

Section 6. Pets.

- 6.1 The maintenance, keeping, breeding, boarding and/or raising of livestock of any kind, regardless of number, shall be, and are hereby, prohibited within or on any Dwelling or Lake Lot, or upon any Common Areas, except that this shall not prohibit Owners from keeping on their respective Dwelling or Lake Lot the following (so long as the same are not kept or maintained for commercial or breeding purposes): (a) no more than a total of four (4) well-behaved, orderly dogs, (b) cats, (c) caged birds or (d) other domestic pets.
- Pets shall not be permitted upon the Common Areas of the Development except when accompanied by the Member or any Immediate Family of a Member; at no time shall pets be left unattended on any part of the Common Areas.
- Any Owner, Occupant, Member, any Immediate Family of a Member or any Guest who brings, keeps or maintains a pet on any portion of the Common Areas shall indemnify and hold the Association and each of its Members and Managers, and all other Owners, Occupants, Members, Guests, and employees or invitees thereof, free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of bringing, keeping or maintaining such pet within the Development.
- The Managers shall have the right to order any person whose pet is a nuisance to remove such pet permanently from the Development upon three (3) days' prior written notice.
- **Section 7.** <u>Signs</u>: No signs of any character shall be erected, posted, or displayed upon, in, from or about any Dwelling, Lake Lot, or the Common Areas, including any window or door of a Dwelling, without the prior written consent of the Managers; provided, however, that signage identifying an Owner's Lake Lot containing the Owner's name is allowed so long as the size and location of such signage is approved by the Managers.

Section 8. Parking and Driving:

- No vehicle of any sort shall be parked on the Common Areas (except in a designated parking space or parking area, if any); provided, however, that Owners engaged in hunting on the Common Areas shall be allowed to park on the Common Areas while hunting.
- No vehicle which cannot operate on its own power shall remain in any parking area for more than twenty-four (24) hours without the express permission of the Managers of the Association. A violation of this rule will result in the vehicle being towed away at the expense of the Owner and/or the imposition of a fine.

8.3 No vehicles shall be driven into or around hunting areas during hunting hours except for hunters going to and from hunting locations. Always check the sign-in board for ribbon. The foregoing does not apply to, or prohibit, driving on paved roads within the Development or the quail course perimeter road. The quail course is always open for vehicles.

Section 9. Common Areas:

- 9.1 Only authorized maintenance personnel are allowed to operate or adjust any Common Area equipment.
- Any damage to the buildings or equipment (if any), or other Common Area or adjacent property caused by an Owner, his or her family members, guests, tenants, invitees or pets shall be repaired by the Association, and the cost thereof shall be assessed against the Owner as a special assessment.
- 9.3 No item of common ownership shall be removed or damaged by any resident or Guest from the Common Areas. Any Owner, resident, family member, Occupant, Member or any Immediate Family of a Member violating this rule shall be sanctioned, fined or subject to criminal prosecution by the Association. The Owner of the Dwelling or Lake Lot shall be held responsible for the cost of any item so removed or damaged.
- Section 10. <u>Association Management</u>: Complaints or suggestions regarding the management of the Development or regarding the actions of other Owners, Occupants, or Guests shall be made in writing to the Managers of the Association.
- Section 11. Rules and Regulations: These Rules and Regulations may be amended, altered, modified or otherwise changes from time to time by the Managers.
- Section 12. Enforcement of Rules and Regulations: The Association is responsible for the notification of Owners regarding violation of these Rules and Regulations. A minimum fine of \$100.00 will be assessed against any Owner who violates, or allows to be violated by such Occupants, such Owner's designated Member, the Immediate Family of such Member, any of their respective Guests or any invitees or pets thereof, any of these Rules and Regulations. Also, fines may be assessed to cover costs of repairs and damages resulting from any violation. All charges and fines imposed by the Association are due and payable on the first day of each month unless otherwise specified. Failure to pay the fine by the 15th of each month will result in a \$50.00 late penalty per month. Payment shall be made by check or money order, payable to Colleton Lake Residential Association, L.L.C. Failure to pay any fine or assessment shall constitute a lien against the Dwelling and/or Lake Lot.
- Section 13. <u>Association Assessments</u>: The Association shall collect assessments on an annual basis. All annual Association assessments are due and payable on or before the first day of January of each year unless otherwise specified. Payment should be made directly to Colleton

Lake Residential Association, L.L.C. at 3136 Pine Ridge Road, Birmingham, Alabama 35213. Failure to pay annual assessments by the 15th day of January will result in a 10% late penalty per month that the assessment is late plus 18% interest on the total outstanding amount. After assessments are sixty (60) days late, the matter will be turned over to the Association's attorney, who shall then institute collection procedures against the Owner. The delinquent Owner will be responsible for the payment of any attorneys' fees and costs arising from the legal action.

- Section 14. Leasing: Leasing of Lake Lots or Dwellings is specifically prohibited at all times.
- Section 15. <u>Guests</u>: Use of Common Areas (other than Common Roads which may be used by all Owners and Occupants) shall be limited to the Member of each Lake Lot, the Immediate Family of each Member and, subject to the provisions of Section 18 below, the Guests of such Member and the Immediate Family of such Member. All Guests of a Member must sign the Association waiver and release, which shall be the responsibility of each Member to obtain.
- Construction or Improvements to Dwellings, Lake Lot: Improvements (other than to the interior of a Dwelling) must be approved by the majority vote of the Managers or an Architectural Committee appointed by the Managers. Prior written approval will only be given after submission of drawings or plans showing/in detail the nature and extent of construction or improvement. A walk-through will be conducted of the Common Areas in the general area of the construction prior to the commencement of construction to determine the preexisting condition of the area. During construction, contractors, workmen, suppliers and employees are not permitted on any other part of the Development (other than the Common Roads) and will be ejected if they are observed on any other portion of the Development. The foregoing prohibition includes fishing and hunting on Common Areas. The Owner shall be totally responsible for the contractors, workmen, suppliers and employees while they are on the Development, and the cost to repair any damage or loss to the Development caused by the contractors, workmen, suppliers and employees will be assessed as a special assessment against the Owner hiring such contractors. No portion of the Common Areas may be altered in any way by any Owner. During construction and/or renovations, contractors, workmen, suppliers and employees shall carefully plan the weight of the vehicles using the Development's roads, since the roads are not meant for all types of vehicles and loads.

Section 17. Admission of Guests on Development:

17.1 Each Owner is responsible for every person such Owner admits into the Development, and such entry shall not be permitted except to invited or expected family members, guests and invitees. Any damage caused by the invited person or guest will be assessed against the Owner, and the Owner will be responsible for paying any fine assessed by reason of the tenant, invited guest or family member of the Owner. As provided in the Declaration, only Members, the Immediate Family of a Member and their respective Guests may use the Common Areas (other than the Common Roads which may also be used by Owners and Occupants).

- Any Owner who has his or her Dwelling or Lake Lot for sale is responsible for any person on the Development viewing such Dwelling or Lake Lot.
- Section 18. <u>Hunting and Fishing</u>: As provided in the Declaration, hunting and fishing within the Common Areas is limited to Members, the Immediate Family of such Members and their respective Guests. All Members must comply with the Hunting and Fishing Rules, the current terms of which are attached hereto.

Section 19. Recreational Vehicles:

- Members are allowed to use four-wheelers and other vehicles on the Common Roads and Common Areas. Guests may not use recreational vehicles.
- 19.2 Four-wheelers and other vehicles shall not ride on game food plots where the Association cultivates and maintains ground cover.
- Section 20. Roofing: Any newly constructed Dwelling or structures, or any renovations to a Dwelling or structure, shall have a roof that is not bright or unnatural in color. Metal roofing is preferred for all Dwellings and structures.

Section 21. <u>Landscaping</u>:

- All plantings and landscaping shall produce minimal alterations in the natural appearance of the Development
- All shrubbery and flowering plants shall be indigenous to the Development and surrounding areas.
- All Owners shall maintain adequate tree density on their properties to partially obscure the Dwelling and other structures from the Lake.
- Grass and/or sod is not permitted to be installed or planted on any Lake Lot except for a plot of a non-seeding type of gras that can be planted adjacent to a cabin to create a small patio. The plot may not exceed 2,000 square feet in total size or be closer than 60 feet from the Lake. All such plots must be approved by the Managers prior to construction or installation of the same.
- All landscaping projects shall be approved by the Managers, or an Architectural Committee appointed by the Managers, prior to initiation of such project.

COLLETON LAKE RESIDENTIAL ASSOCIATION HUNTING RULES (REVISED 6-9-24)

THESE RULES SUPERSEDE ALL PREVIOUSLY ISSUED

MUST OBEY STATE OF ALABAMA HUNTING REGULATIONS.

SIGNING IN AND OUT IS REQUIRED FOR ALL DEER AND TURKEY HUNTING. ALWAYS INDICATE WHERE YOU PLAN TO HUNT, EVEN IF ON YOUR OWN PROPERTY.

SIGN IN AT THE TIME YOU ARRIVE TO HUNT. NO ADVANCED SIGN-IN ALLOWED. WRITE THE EXACT TIME YOU SIGN IN ON THE BOARD AND PLACE THE RIBBON ON THE OUTSIDE.

A MEMBER MAY NOT HAVE MORE THAN TWO (2) GUESTS DEER HUNTING OR FOUR (4) GUESTS QUAIL HUNTING AT THE SAME TIME.

GUESTS UNDER THE AGE OF 18 MUST BE ACCOMPANIED BY A MEMBER OR GUEST OVER THE AGE OF 18 WHILE HUNTING OR USING THE SHOOTING RANGE.

HUNTER'S ORANGE IS REQUIRED FOR HUNTING DURING BOW AND GUN SEASON ON ALL SITES INCLUDING PRIVATE PROPERTY. IT IS RECOMMENDED THAT NON HUNTERS WEAR ORANGE FOR OUTSIDE ACTIVITIES DURING DEER SEASON.

NO HUNTING ON OTHER MEMBER'S PROPERTY WITHOUT PERMISSION.

NO HUNTING INSIDE THE PERIMETER ROAD.

RIFLE HUNTING IS RESTRICTED TO DEER SEASON ONLY ON A FIXED LOCATION USING AN ELEVATED STAND. STALK HUNTING IS NOT PERMITTED.

EACH MEMBER AND HIS OR HER GUEST MAY USE ONLY ONE COMMON AREA SITE PER DAY. A MEMBER MAY NOT HUNT THE SAME TURKEY HUNTING SITE MORE THAN TWICE PER WEEK BUT MAY HUNT OTHER SITES IN THE SAME WEEK.

DO NOT KILL BUCKS WITH LESS THAN EIGHT (8) POINTS OR WITH A RACK INSIDE THE EARS. IMMATURE EIGHT (8) POINTS SHOULD BE ALLOWED TO WALK AND GROW TO FULL POTENTIAL. EACH LOT IS LIMITED TO A COMBINED TOTAL OF TWO (2) EIGHT POINT BUCKS PER SEASON, WHETHER TAKEN BY A MEMBER OR GUEST.

NO DEER HUNTING IS ALLOWED ON THE QUAIL COURSE.

EACH MEMBER IS ALLOWED TO KILL ONE GOBBLER PER SEASON. A FAMILY MEMBER OR GUEST MAY KILL ONE ADDITIONAL GOBBLER.

THE USE OF FIREARMS IS PROHIBITED INSIDE THE PERIMETER ROAD OR ON THE LAKE EXCEPT TO SHOOT SNAKES, BEAVERS, AND OTHER VARMINTS. THE RANGE SHOULD BE USED FOR TARGET PRACTICE.

NO VEHICLES SHOULD BE DRIVEN IN AND AROUND DEER AND TURKEY HUNTING AREAS DURING HUNTING HOURS EXCEPT FOR HUNTERS GOING TO AND FROM HUNTING LOCATIONS. CHECK THE SIGN IN BOARD FOR RIBBON. THE QUAIL COURSE IS OPEN FOR RIDING EXCEPT WHEN BEING USED FOR QUAIL HUNTING.

ALL GUESTS MUST SIGN OUR WAIVER AND BE INSTRUCTED ABOUT OUR HUNTING RULES. IT IS THE RESPONSIBILITY OF EACH MEMBER TO OBTAIN A SIGNED WAIVER FROM EACH GUEST AND RETAIN A COPY FOR YOUR RECORDS.

COLLETON LAKE RESIDENTIAL ASSOCIATION FISHING RULES (REV JULY 11, 2024)

THESE RULES SUPERSEDE ALL PREVIOUSLY ISSUED

OBEY STATE OF ALABAMA FISHING REGULATIONS.

FISHERS UNDER THE AGE OF 18 MUST BE ACCOMPANIED BY AN ADULT OVER THE AGE OF 18.

EACH MEMBER MAY HAVE TWO BOATS, MAXIMUM LENGTH 18 FEET. NO GUEST BOATS OR GASOLINE ENGINES ALLOWED.

A MEMBER MUST BE ON THE PROPERTY WHILE GUESTS FISH.

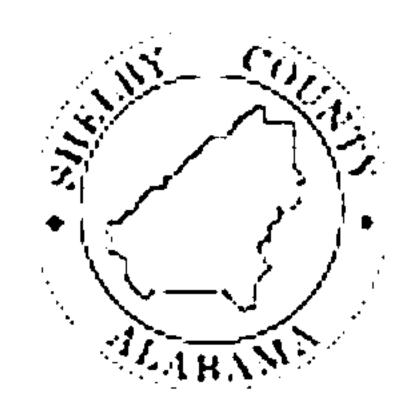
BASS GREATER THAN 14 INCHES IN LENGTH MUST BE RETURNED TO THE LAKE.

RETURN ALL BREAM TO THE LAKE EXCEPT FOR ONES TAKEN FOR PERSONAL CONSUMPTION.

IF YOU TAKE YOUR COLLETON BOAT TO ANOTHER BODY OF WATER, YOU MUST WASH IT THOROUGHLY BEFORE RELAUNCHING IT INTO COLLETON LAKE TO PREVENT THE POSSIBLE INTRODUCTION OF INVASIVE AQUATIC PLANTS/WEEDS.

NO FISH FROM OTHER BODIES OF WATER SHOULD BE PUT IN COLLETON LAKE WITHOUT APPROVAL OF OUR BIOLOGIST.

ALL GUESTS MUST SIGN OUR WAIVER AND BE INSTRUCTED ABOUT OUR FISHING RULES. IT IS THE RESPONSIBILITY OF EACH MEMBER TO OBTAIN A SIGNED WAIVER FROM EACH GUEST AND RETAIN A COPY FOR YOUR RECORDS.



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Clerk
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