

Upon recording return this instrument to:

Shelby Investments, LLC
1511 Highway 13
Helena, Alabama 35080

RECORDING USE ONLY:

This instrument was prepared by:

Michael M. Partain, Esq.
Attorney at Law
Michael M. Partain, LLC
81 Burnham Street
Birmingham, Alabama 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

DECLARATION OF EASEMENTS FOR INGRESS AND EGRESS

THIS DECLARATION OF EASEMENTS FOR INGRESS AND EGRESS is made this 19th day of August, 2024, by **Shelby Investments, LLC**, an Alabama limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the developer of that residential subdivision situated in Shelby County, Alabama, known as "Waverly Ridge"; and

WHEREAS, Declarant is the owner of Lot 4 and Lot 5, according to the Survey of Waverly Ridge Private Subdivision, as recorded in Map Book 59, Page 62, in the Probate Office of Shelby County, Alabama, as depicted on the map attached hereto as **EXHIBIT A** and made a part hereof (hereinafter referred to as the "Lots") and desires to provide for perpetual, reciprocal, and non-exclusive easements on, over, and across the Lots for ingress and egress to and from Hancock Way for the subsequent owners of the Lots.

NOW, THEREFORE, Declarant hereby declares that the Lots shall be held, sold, and conveyed subject to the following terms and conditions, which shall attach to and run with the Lots, and shall inure to the benefit of and be binding on all parties having any right, title, or interest in any of the Lots and their heirs, successors, and assigns.

ARTICLE I

DEFINITIONS

1.1 Declarant. The term "Declarant" shall mean and refer to Shelby Investments, LLC, an Alabama limited liability company, its successors and assigns.

1.2 Owner or Owners. The term “Owner or “Owners” shall mean and refer to the record owner, whether one or more persons or entities (including the Declarant), its heirs, successors, and assigns, of a fee simple title to any of the Lots but excluding those parties having such interest merely as security for the payment of an obligation.

1.3 Lot or Lots. The term “Lot” or “Lots” shall mean and refer to the real property more particularly described on **EXHIBIT A**.

1.4 Easement Area. The term “Easement Area” shall mean and refer to that certain thirty (30) feet wide strip of real property situated along the boundary of the Lots adjacent to Hancock Way depicted as the “30’ Access Easement” on **EXHIBIT A**.

1.5 Proportionate Interest. The proportionate interest of each Lot relative to the other Lots for the purpose of sharing any maintenance costs associated with the Easement Area is as follows:

Lot 4	50%
Lot 5	50%

In the event of re-subdivision of any Lots, the existing Proportionate Interest of the subdivided Lots will be prorated within the subdivided Lots only, with no adjustment to the Proportionate Interest of other Lots.

ARTICLE II

GRANT OF EASEMENTS

2.1 Ingress and Egress Easement. Declarant hereby establishes and grants to each subsequent Owner a perpetual, reciprocal, and non-exclusive easement to use the Easement Area, in common with the other Owner, for the construction, use, and maintenance of a common driveway, which driveway shall serve to provide ingress and egress to and from the Lots and Hancock Way (the “Easement”). As a condition of this grant, the driveway shall be constructed, used, and maintained to serve the Lots exclusively and shall not be utilized in any way to serve any other Lot or other real property. The easement granted hereunder shall run with the land for the benefit of such Owner and the heirs, successors, and assigns of such Owner.

ARTICLE III

USE RESTRICTION

3.1 The Declarant and each Owner hereby acknowledges and agrees that the Easement is restricted for the uses set forth herein and that no above-ground improvements of any nature shall be constructed on the Easement Area for any purpose whatsoever except as permitted by the Declaration of Protective Covenants for Waverly Ridge as recorded in Instrument #2024-4957 in the Probate Office of Shelby County, Alabama, as amended.

ARTICLE IV

OBLIGATIONS

4.1 Individual Obligations of Owners. As a condition of the grant of the Easement, each Owner shall be liable for any damages to the driveway caused by the Owner or its employees, contractors or

agents, including attorney fees and other legal costs incurred by the Other or the Declarant in connection with the enforcement of this obligation.

4.2 Mutual Obligations of Owners. As a condition of the grant of the Easement, each Owner shall be responsible for its Proportionate Interest of the costs of the maintenance of the driveway. Each Owner and the Declarant shall have standing to sue any other Owner who shall fail to pay its Proportionate Interest and the right to collect attorney fees and other legal costs incurred in connection with the enforcement of this obligation.

4.3 Maintenance Requirements. The Easement Area shall be maintained in compliance with all applicable laws and regulations.

ARTICLE V

GENERAL

5.1 Grantee's Acceptance. The grantee of any Lot subject to the coverage of this Declaration, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from the Declarant or a subsequent Owner of such Lot, shall accept such deed or other contract upon and subject to each and all of the provisions of this Declaration herein contained.

5.2 Severability. Every one of the provisions and restrictions contained in this Declaration is hereby declared to be independent of, and severable from, the rest of the provisions and restrictions and of and from every combination of the provisions and restrictions in this Declaration. Invalidity by any court of any provision or restriction in this Declaration shall in no way affect any of the other provisions or restrictions, which shall remain in full force and effect.

5.3 No Waiver. The failure of any party entitled to enforce any provision of this Declaration shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto.

5.4 Governing Law. This Declaration shall be governed by the laws of the State of Alabama.

5.5 Waiver of Right to Trial by Jury. The Declarant and each Owner hereby waive the right to a trial by jury if any litigation of any claims arising out of this Declaration.

5.6 Successors and Assigns. This Declaration shall inure to the benefit of respective heirs, successors, and assigns of the Declarant and the Owners.

(Remainder of page intentionally left blank. See following page for signatures.)

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized officers or representatives on this, the 19 day of August 2024.

Declarant:

Shelby Investments, LLC

By: [Signature]

Name: Tim Webster

Its: Manager

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

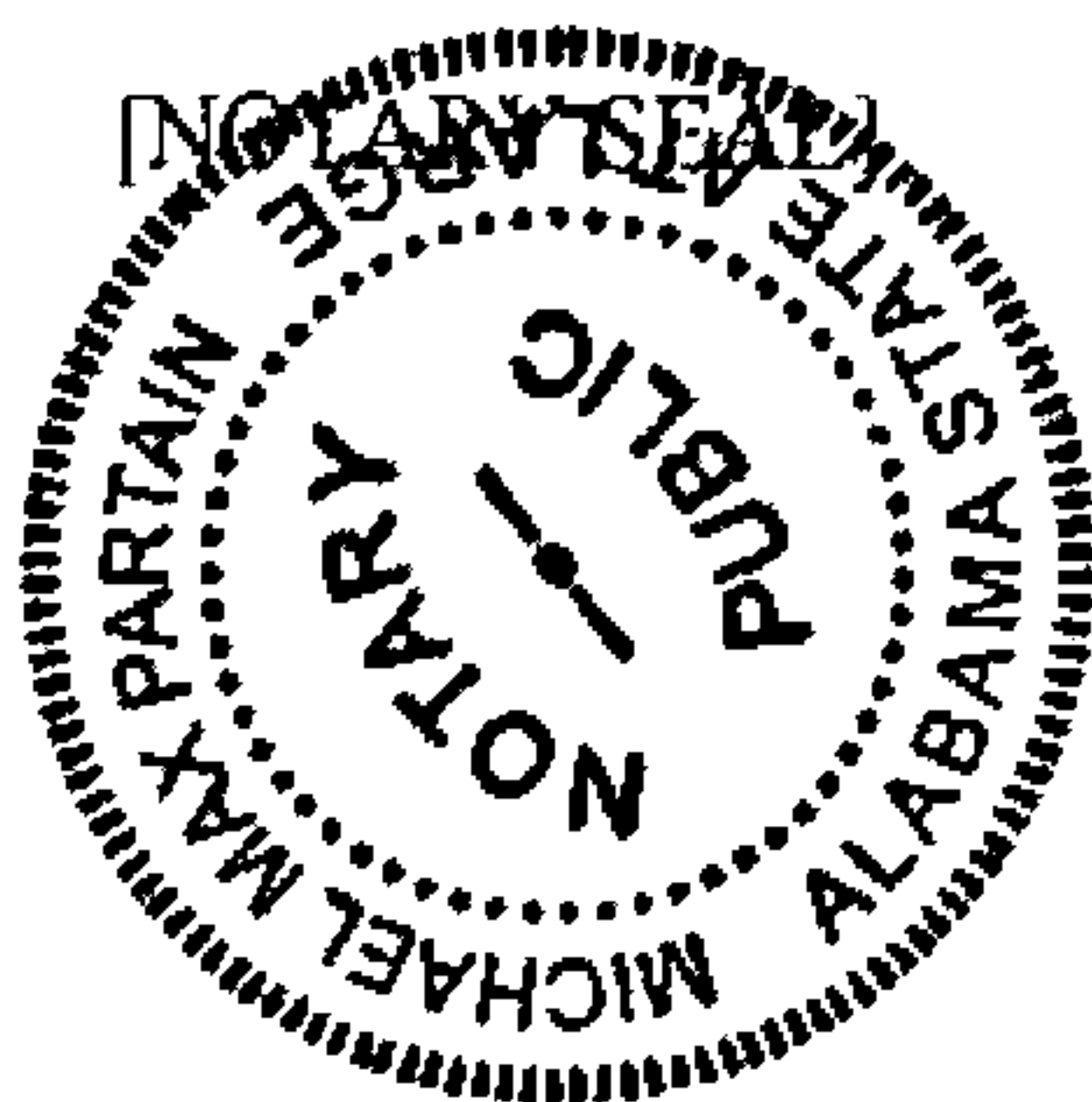
I, the undersigned, a Notary public in and for said County, in said State, hereby certify that Tim Webster, whose name as Manager of Shelby Investments, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

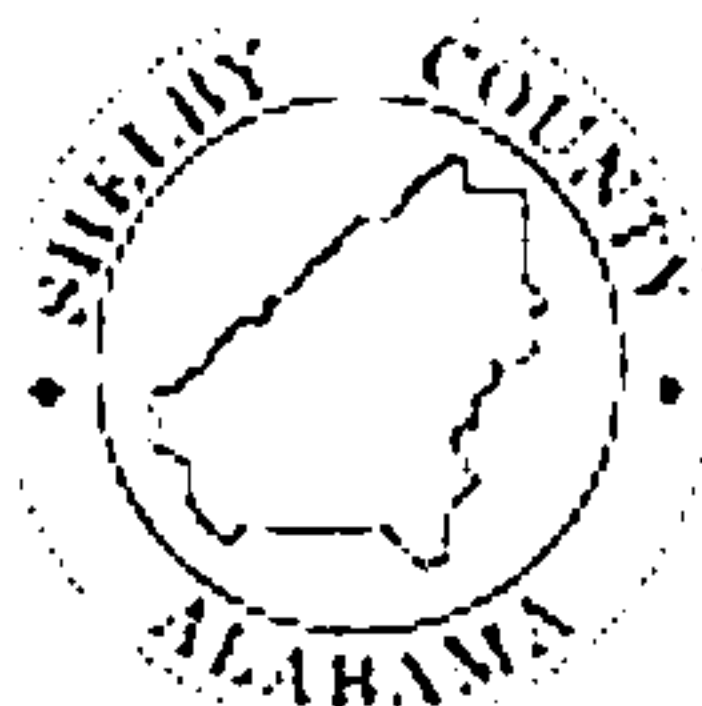
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of August, 2024.

[Signature]

Notary Public

My Commission Expires: 1-20-2025



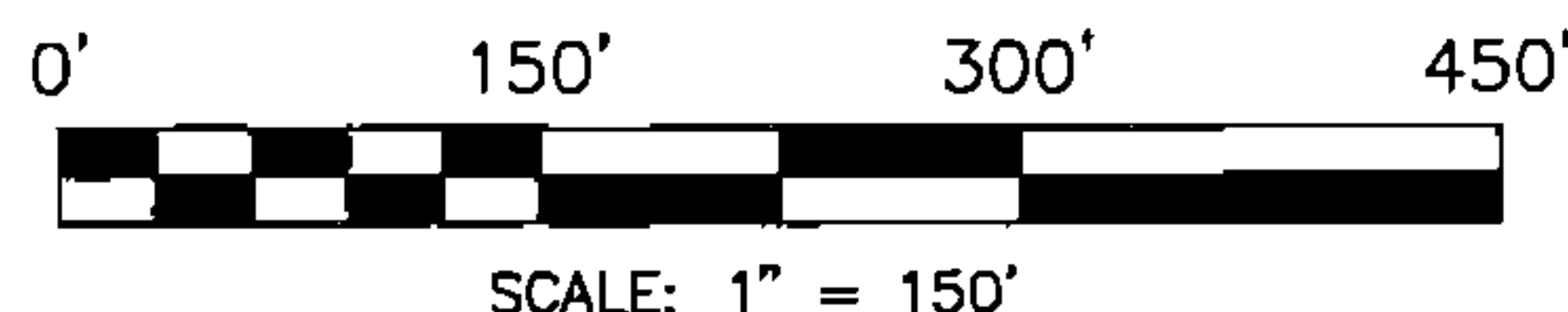
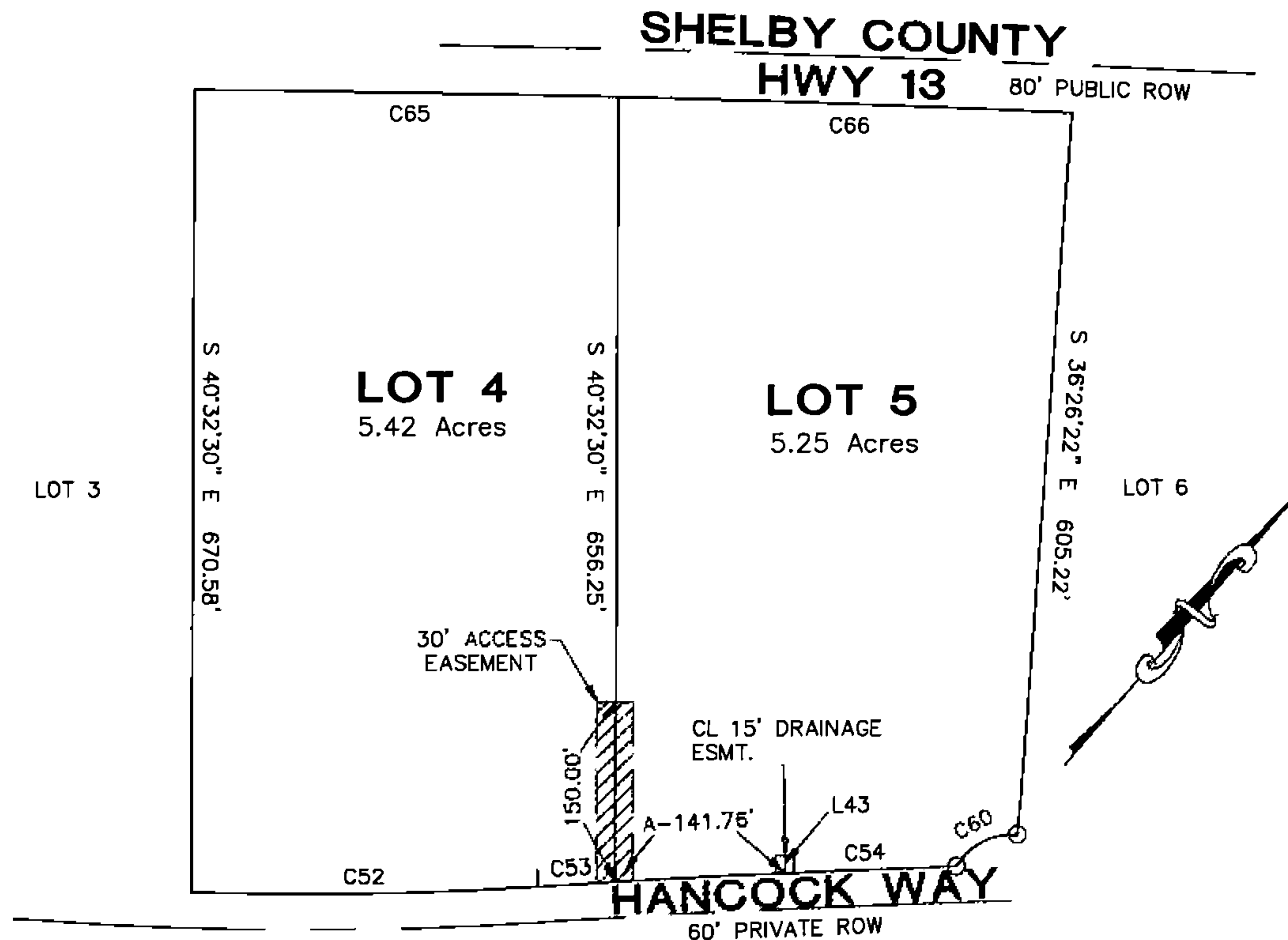


Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/20/2024 02:24:33 PM
\$35.00 JOANN

20240820000260290

Allen S. Beal

EXHIBIT A



LINE	BEARING	DISTANCE
L43	N 38°10'31" W	14.21'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE	CHORD BEARING
C52	2970.00'	290.00'	289.88'	5°35'40"	N 48°29'22" E
C53	10030.00'	64.21'	64.21'	0°22'00"	N 45°52'32" E
C54	10030.00'	286.21'	286.20'	1°38'06"	N 46°52'35" E
C60	55.00'	60.40'	57.41'	62°55'04"	N 22°07'59" E
C65	18560.00'	353.97'	353.97'	1°05'34"	N 50°20'05" E
C66	18560.00'	380.44'	380.44'	1°10'28"	N 51°28'06" E

LOT 4 & 5
WAVERLY RIDGE
PRIVATE
SUBDIVISION
MB 59, PG 62



South Central Surveying, LLC
RESIDENTIAL & COMMERCIAL LAND SURVEYING

P.O. BOX 917
ALABASTER, ALABAMA 35007
PHONE 205-229-1993