

This instrument was prepared by:
Vaughn McWilliams, Esq.
DLB Attorneys at Law, LLC
2100B Southbridge Parkway, Suite 240
Birmingham, Alabama 35209
(659) 200-9586

DECLARATION OF MAINTENANCE OBLIGATIONS

THIS DECLARATION OF MAINTENANCE OBLIGATIONS (this “Declaration”) is made effective as of the 6th day of December, 2024, by **DBI PROPERTIES - GREYSTONE, LLC**, a Florida limited liability company (“Declarant”).

RECITALS:

A. Declarant owns that certain real property located in the City of Hoover, Shelby County, Alabama, being more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (“Lot 1”).

B. Declarant also owns that certain real property located in the City of Hoover, Shelby County, Alabama, being more particularly described on Exhibit “B” attached hereto and incorporated herein by reference, which is adjacent to Lot 1 (“Lot 2”). Lot 1 and Lot 2 are herein collectively referred to as “Property”.

C. Lot 1 and Lot 2, by documents recorded in the Probate Office of Shelby County, Alabama as Instrument Number 1999-33954, Instrument Number 1999-07730, and Instrument Number 2001-07233, as a result of Reciprocal Easement Agreements, are subject to a 50’ non-exclusive easement for ingress and egress and other uses (the “Reciprocal Access Easement”) as more particularly described on Exhibit “C” attached hereto and incorporated herein by reference.

D. In conjunction with the Declarant recording that certain subdivision plat, American Family Care’s Addition to Greystone Plat No. 1, recorded in the Probate Office of Shelby County, Alabama at Map Book 60, Page 72, the Reciprocal Access Easement has been dedicated as a private right-of-way (the “Private Right-of-Way”).

D. Declarant desires to establish certain maintenance, repair and reimbursement obligations with respect to the Private Right-of-Way as more particularly described herein subject to the terms and conditions of this Declaration.

DECLARATION:

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Declaration, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Declarant hereby declares as follows:

1. **Benefited Parties/Binding Effect.** The rights, covenants, conditions and obligations established in this Declaration shall run with the land and be for the benefit of and binding upon the Property. All references to Declarant herein shall include such the successors and assigns in ownership of the Property.

2. **Reciprocal Easement; Private Right-of-Way.**

(a) **Maintenance, Repair & Reimbursement.**

(i) Declarant and its successors and assigns in ownership of Lot 1 and Lot 2 shall be responsible for keeping and maintaining in good order, condition and state of repair, shared equally between the Lot 1 and the Lot 2 owners, the driveways, accessways and other improvements within the Private Right-of-Way.

(ii) Declarant, and its successors and assigns in ownership of Lot 1 and Lot 2, shall not at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or other barrier within the Private Right-of-Way between Lot 1 and Lot 2 or in any manner interfere with or restrict the full and complete use and enjoyment by any party of the Private Right-of-Way. It is the intent to maintain the easement over the sidewalks, entrances, curb cuts, drives, and lanes as they exist from time to time within the Private Right-of-Way without limiting the right of the respective successors and assigns in ownership of Lot 1 and Lot 2 to alter, demolish, redevelop or, subject to the provisions of this Declaration, improve said areas unless expressly stated herein to the contrary.

(iii) Notwithstanding the foregoing, if the respective successors and assigns in ownership of Lot 1 and Lot 2, or any tenants, subtenants and licensees of the Lot 1 or Lot 2, unilaterally damages any portion of the Private Right-of-Way or utilities or related facilities therein, said party shall (i) be solely responsible for all costs associated with the construction, maintenance, repair or reconstruction performed (ii) have the obligation to perform the construction, maintenance, repair or reconstruction during the times and in such a manner as to minimize any interference with the operation and use of the Private Right-of-Way, (iii) not block access to the other parcel during business hours, (iv) use reasonable efforts to minimize construction dust and shall not allow any construction debris to be placed on another parcel, and (v) restore the Private Right-of-Way to the condition that existed just prior to such damage incurred or work performed, including but not limited to the driveway, curbing and striping located thereon.

(v) Whenever a party shall perform any construction, maintenance, repairs or reconstruction on its parcel or as otherwise permitted herein, such work shall be done

expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

(b) Insurance and Indemnification.

(i) Declarant, and its successors and assigns in ownership of Lot 1 and Lot 2, shall maintain or cause to be maintained in full force and effect commercial general liability insurance with respect to such activities with a combined single limit of liability of not less than \$2,000,000.00 for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of anyone occurrence, with minimum excess or umbrella policy limits of not less than \$1,000,000.00 per occurrence, and the other owner of Lot 1 or Lot 2, as the case may be, shall be an additional insured under such policy. Declarant, and its successors and assigns in ownership of Lot 1 and Lot 2, shall further maintain adequate worker's compensation insurance at all times during construction activities in the minimum statutory limits required by the State of Alabama. Such insurance shall be procured from a company licensed in the State of Alabama and shall be rated by Best's Insurance Reports not less than A-/VIII. Such insurance shall provide that it shall not be cancelable without thirty (30) days prior, written notice to additional insureds. Upon written request, each owner of Lot 1 and Lot 2 shall provide a certificate of such insurance coverage to the other.

(ii) Declarant, and its successors and assigns in ownership of Lot 1 and Lot 2, shall indemnify and hold the other owner of Lot 1 or Lot 2, as the case may be, and each of such owner's members, employees, tenants, contractors, agents or licensees (for purposes of this Paragraph 2(b)(ii), the "Indemnified Parties"), harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by the Indemnified Parties in connection with the exercise the easements and rights created herein, except to the extent caused by the negligence or willful act of the Indemnified Parties.

3. Reserved.

4. Remedies. In the event that Declarant, or its successors and assigns in ownership of the Property, fails to perform their obligations under this Declaration or otherwise breaches the terms of this Declaration, the non-defaulting party may notify the defaulting party and shall specify the breach. If such failure or breach is not cured within ten (10) business days after receipt of such notice, then such non-defaulting party shall have the right to cure the failure or breach, and recover all actual and reasonable costs and expenses (including attorney's fees and costs) related thereto from the defaulting party. Notwithstanding the foregoing, in the event that the failure or breach creates an imminent danger of damage to persons or properties, no notice shall be required prior to such non-defaulting party commencing such work or commencing a cure. Any monetary amounts due and payable to the owner of the non-defaulting party pursuant to this Declaration shall be paid within ten (10) days from the date the defaulting party is notified of the

amounts due. It is expressly agreed that no breach of this Declaration shall entitle any party hereto to cancel, rescind or otherwise terminate this Declaration. Such limitation, however, shall not affect in any manner any other rights or remedies any party may have hereunder or under law or equity by reason of such breach.

5. **Duration.** The provisions of this Agreement shall run with and bind the land described herein in perpetuity.

6. **Notices.** Any notice permitted or required hereunder shall be made in writing and sent to the receiving party by nationally recognized overnight courier or Certified Mail, return receipt requested, and shall be deemed given by either party to the other within one (1) business day after the same is deposited with a nationally recognized overnight courier or within two (2) business days after the same is deposited in the United States Mail as Certified, return receipt requested, with postage prepaid sufficient to deliver to its addressed destination whether or not the receiving party receives the same.

7. **Miscellaneous.**

(a) This Declaration shall be governed in accordance with the laws of the State of Alabama.

(b) The paragraph headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof. Nothing in this Declaration shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Declaration or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder.

(c) This Declaration may be amended, modified or terminated only in writing, executed and acknowledged by all owners of the Property or their respective successors or assigns, and with the consent of American Family Care, LLC so long as it, its affiliates, successors and/or assigns is leasing Lot 1. Furthermore, this Declaration may only be terminated with the approval of the City Council of Hoover. Time is of the essence of this Declaration.

(d) Every person or legal entity who or which will hereafter own or acquire any right, title, interest or estate in or to any portion of the Property, whether or not such interest is reflected upon the public records of Shelby County, Alabama, will be conclusively deemed to have consented and agreed to each and every term and condition contained herein, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person or legal entity will have acquired such right, title, interest or estate in the Property or any portions thereof.

(e) If any particular provision of this Declaration is held to be invalid by any court, the validity of such provision will not affect the validity of the remaining provisions hereof.

(f) Nothing contained in this Declaration, expressed or implied, shall confer upon any

person, other than Declarant, any rights or remedies under or by reason of this Declaration.

(g) In the event any party shall now or hereafter own, acquire or otherwise take title to the Property, this Declaration shall survive and shall not be terminated or defeated by any doctrine of merger.

[EXECUTION AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed effective as of the date first set forth above.

DECLARANT:

DBI Properties - Greystone, LLC,
a Florida limited liability company

By: Joe Hawley
Name: Joe Hawley
Its: Vice President

STATE OF ALABAMA §

§

COUNTY OF Shelby §

I, the undersigned Notary Public, in and for said State and said County, hereby certify that Joe Hawley whose name as Vice President of **DBI Properties - Greystone, LLC**, a Florida 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily as and for the act of said limited liability company on the day the same bears date.

Given under my hand and official notarial seal this 6th day of December, 2024.

{SEAL}

Deanne M. Owens

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

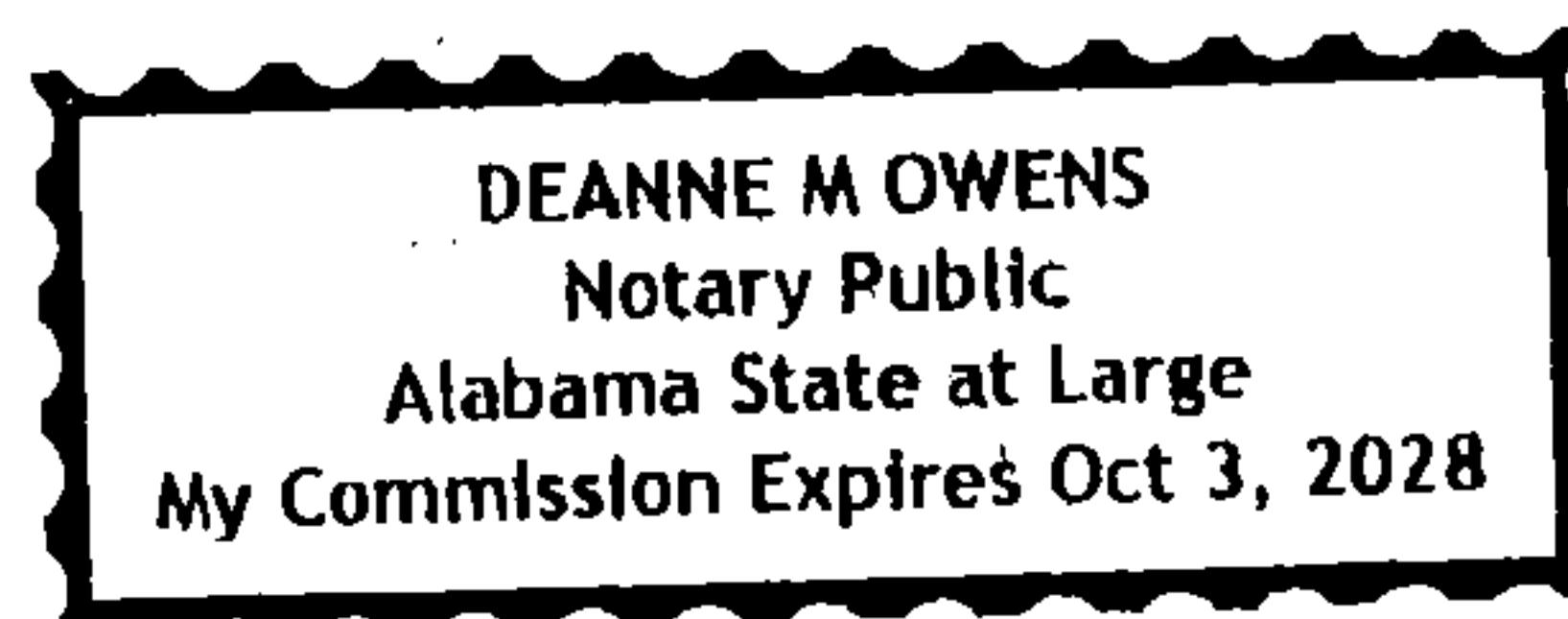


EXHIBIT "A"

(Lot 1)

Lot 1 of American Family Care's Addition to Greystone Plat No. 1 as recorded in Map Book 60
Page 72 in the Office of the Judge of Probate Shelby County, Alabama.

EXHIBIT "B"

(Lot 2)

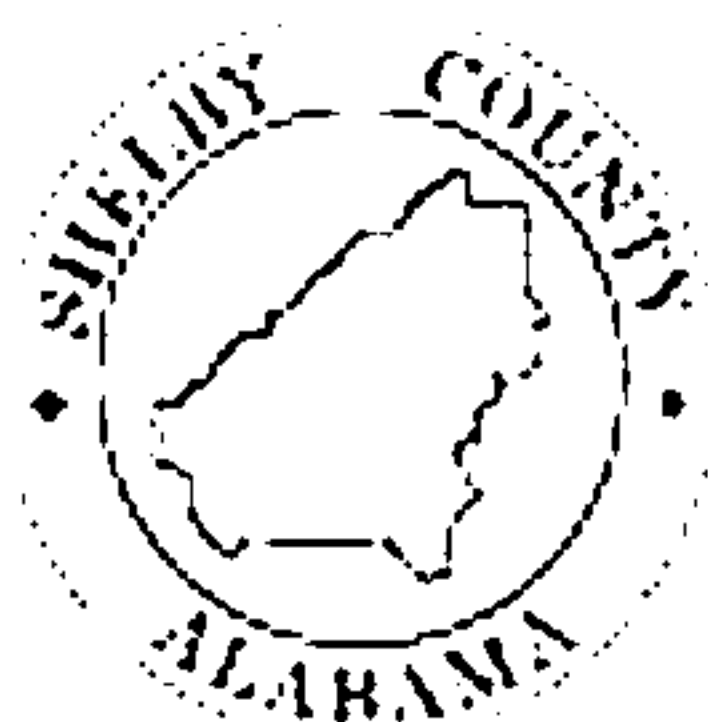
Lot 2 of American Family Care's Addition to Greystone Plat No. 1 as recorded in Map Book 60
Page 72 in the Office of the Judge of Probate Shelby County, Alabama

EXHIBIT "C"

(Reciprocal Access Easement Area)

A parcel of land located in the Southwest one quarter of Section 32 Township 18 South, Range 1 West Shelby County, Alabama. Said parcel being more particularly described as follows:

Begin at a set nail marking the Northern most corner of Lot 2 American Family Care's Addition to Greystone Plat No. 1 as recorded in Map Book 60 Page 72 in the Office of the Judge of Probate Shelby County, Alabama; thence run North 28 degrees 56 minutes 31 seconds East along the extension of the West line of said Lot 2 for a distance of 50.00 feet to a set nail marking the Western most corner of Lot 1 of the above mentioned subdivision; thence leaving said extension run South 61 degrees 00 minutes 19 seconds East along the South line of said Lot 1 for a distance of 199.76 feet to a found capped rebar stamped GSA; thence leaving said South line run South 33 degrees 23 minutes 42 seconds West for a distance of 50.15 feet to a set nail marking the Northeast corner of the above mentioned Lot 2; thence run North 61 degrees 00 minutes 14 seconds West along the North line of said Lot 2 for a distance of 195.87 feet to the POINT OF BEGINNING. Said parcel contains 9,891 square feet or 0.22 acres more or less.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 12/13/2024 11:08:27 AM
 \$48.00 BRITTANI
 20241213000382790

Allen S. Bayl