

Prepared by and after recording, return to
Holly Wayland
FC-V Financial, L.P.
5718 Westheimer, Suite 1450
Houston, Texas 77057

(Space above this line for recording purposes only)

DECLARATION OF RESIDENTIAL RESTRICTIONS

STATE OF ALABAMA §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF SHELBY §

JLM WALKER SPRINGS, LLC, an Alabama limited liability company (“**Declarant**”), does hereby impose the following residential protective covenants, conditions, and restrictions (collectively, the “**Restrictions**”), which Restrictions shall run with the Subject Property (as hereinafter defined) and which shall be binding upon and inure to the benefit of each owner of the Subject Property, or portion thereof, and upon the respective heirs, legal representatives, successors, and assigns of such owners (hereinafter collectively referred to as “**Owners**” or singularly as an “**Owner**”) and to the benefit of any holder of any lien encumbering any of the Subject Property, and upon the respective heirs, legal representatives, successors, and assigns of such lenders (hereinafter collectively referred to as “**Lienholders**” or singularly as a “**Lienholder**”); provided, however, that this Declaration will be supplanted and replaced by “**Restrictions**” subsequently filed by Declarant and consented to by **FC-V FINANCIAL, L.P.**, a Delaware limited partnership, which are anticipated to be more expansive in scope.

ARTICLE I. RECITALS

WHEREAS, Declarant is the owner of that certain tract of real property (the “**Subject Property**”) situated in Shelby County, Alabama, which Subject Property is more particularly described by metes and bounds in the attached **Exhibit A**, which **Exhibit A** is incorporated herein for all purposes; and

WHEREAS, Declarant desires to establish the Restrictions upon the Subject Property, to assure that the Subject Property is used and developed exclusively for residential use;

NOW, THEREFORE, in consideration of the premises, Declarant hereby establishes the Restrictions as follows:

ARTICLE II. RESTRICTIONS

2.1 Use as Residential Real Property. The Subject Property shall be used, maintained, developed, operated, and occupied only as “**residential real property**” as that term is defined in the Depository Institution Deregulation and Monetary Control Act of 1980, as amended

(12 U.S.C. ‘ 1735f-7, *et seq.*) and the regulations promulgated thereunder, as amended (contained in 12 C.F.R. ‘ 590.1, *et seq.*) (hereinafter collectively referred to as “**DIDMCA**”), and no use, maintenance, development, operation or occupation of the Subject Property or any portion thereof shall be permitted by these Restrictions which would cause the Subject Property to fall outside the definition of “**residential real property**” as that term is defined in DIDMCA, except as otherwise permitted herein. Portions of the Subject Property may be dedicated for parkland, recreational areas, detention ponds and for other utility purposes, together with other residential-related activities.

2.2 Prohibition of Offensive Activities. Without limiting the generality of the foregoing *Section 2.1*, no activity, whether for profit or not, shall be carried on at the Subject Property which may be or become an annoyance or nuisance, and no noxious or offensive activity shall be permitted at the Subject Property.

ARTICLE III. GENERAL

3.1 Enforcement. The restrictions adopted and established for the Subject Property by these Restrictions are imposed upon and made applicable to the Subject Property and shall run with the Subject Property and shall be binding upon and inure to the benefit of and be enforceable by Declarant, any Owner, and by any Lienholder and each purchaser, grantee, and lessee of the Subject Property or any portion thereof, and the respective heirs, legal representatives, successors and assigns of Declarant, any Owner, and by any Lienholder, and each purchaser, grantee, and lessee of the Subject Property.

3.2. Strict Compliance. Each Owner of the Subject Property, or any portion thereof shall strictly comply with the purposes of these Restrictions. Failure to strictly comply with any of these Restrictions shall be grounds for an action to recover sums due for damages, injunctive relief, or both maintainable by Declarant, any Lienholder and each purchaser, grantee, Owner and lessee of the Subject Property or any portion thereof, and the respective heirs, legal representatives, successors and assigns of Declarant, and each purchaser, grantee, Owner, and lessee of the Subject Property.

3.3 Severability. Invalidation of any one of these Restrictions by judgment, court order, or otherwise shall in no way affect any other provision of these Restrictions, all of which shall remain in full force and effect.

3.4. Amendment. These Restrictions may not be amended, altered, repealed or modified in any way unless and until: (i) all liens secured by a valid mortgage, deed of trust, or other instrument covering all or any portion of Subject Property are fully discharged and released, and (ii) the approval of the Owners of sixty-seven percent (67%) of the Subject Property is obtained as evidenced by a written instrument executed by such Owners and filed in the Official Public Records of Shelby County, Alabama. Notwithstanding the foregoing, the Owners of sixty-seven percent (67%) of the Subject Property, together with the lienholders of such Owners, may supplement, repeal or replace these Restrictions with additional covenants, conditions, easements and restrictions customarily established for residential subdivisions, including the creation of unrestricted reserves or commercial reserves for outparcels whose uses are beneficial to residential subdivisions.

3.5 **Gender and Number.** The singular wherever used herein shall be construed to mean the plural where applicable, the pronouns of any gender shall include the other genders, and the necessary grammatical changes required to make the provisions hereof applicable to individuals, corporations, trusts, partnerships, or other entities shall in all cases be assumed as though in each case fully expressed.

3.6 **Interpretation.** If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accord with the general purposes and objectives of this Declaration shall govern.

3.7 **Omissions.** If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the undersigned have executed this document effective as of the 20th day of December, 2024.

DECLARANT:

JLM WALKER SPRINGS, LLC,
an Alabama limited liability company

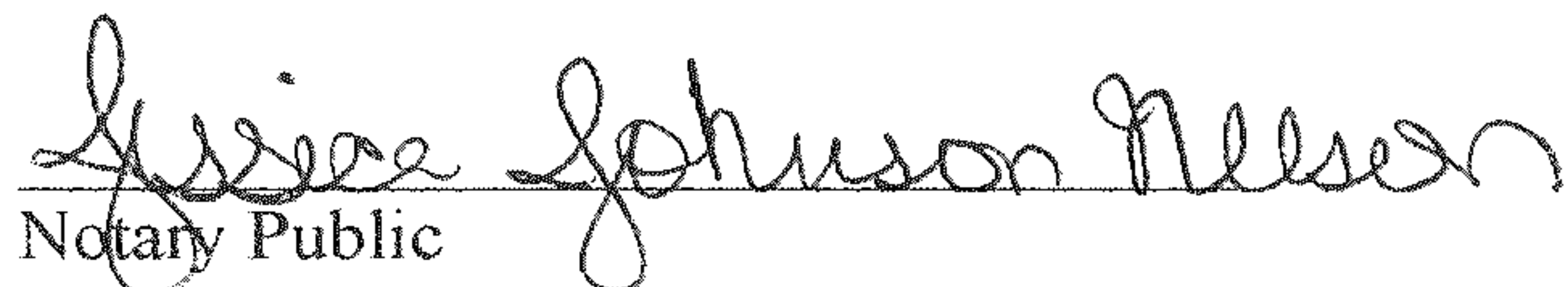
By: 
J. Levi Mixon, Manager

STATE OF ALABAMA §
 §
COUNTY OF Jefferson §

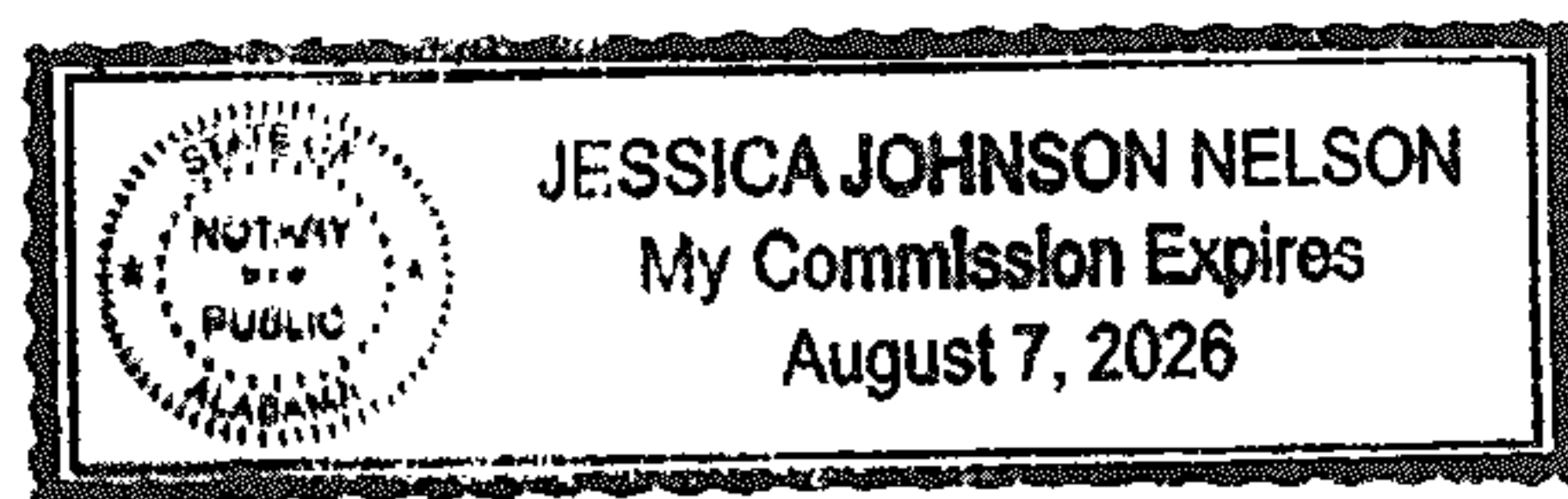
I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that J. Levi Mixon, Manager of JLM Walker Springs, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said company

Given under my hand this the 11th day of December, 2024.

(Affix Seal)


Notary Public

Commission Expires: August 7, 2026

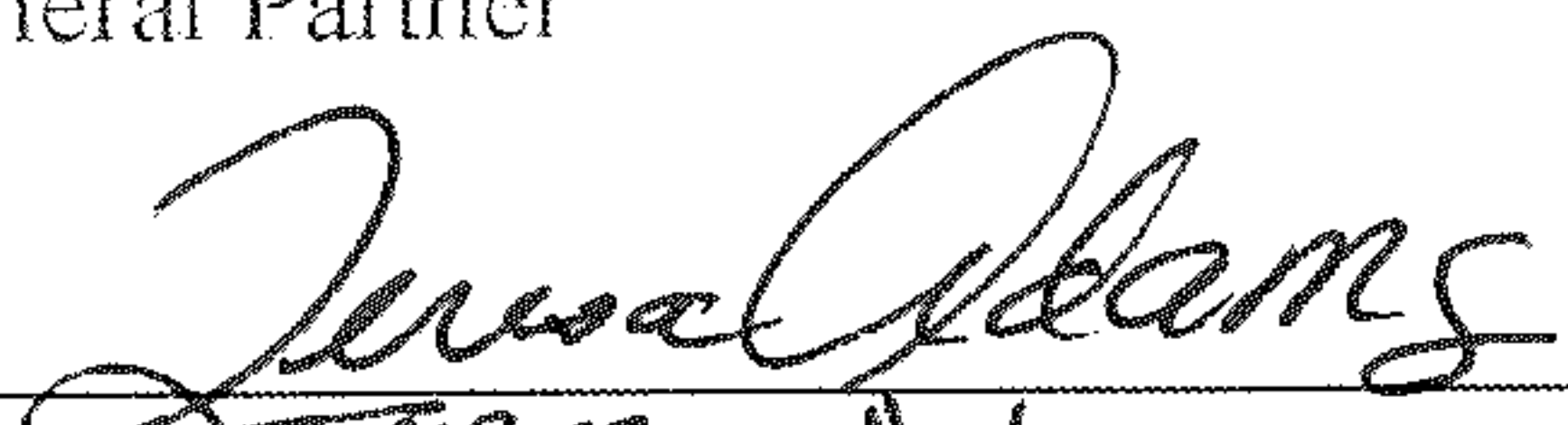


JOINDER OF LIENHOLDER

FC-V FINANCIAL, L.P., a Delaware limited partnership, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of the Property hereby consents to the terms and provisions of this Declaration of Residential Restrictions to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to the rights and interests created under said Declaration, and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish the rights, obligations and interests created under this Declaration. No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

FC-V FINANCIAL, L.P.,
a Delaware limited partnership

By: **FC-V MGMT, LLC**,
a Texas limited liability company,
its General Partner

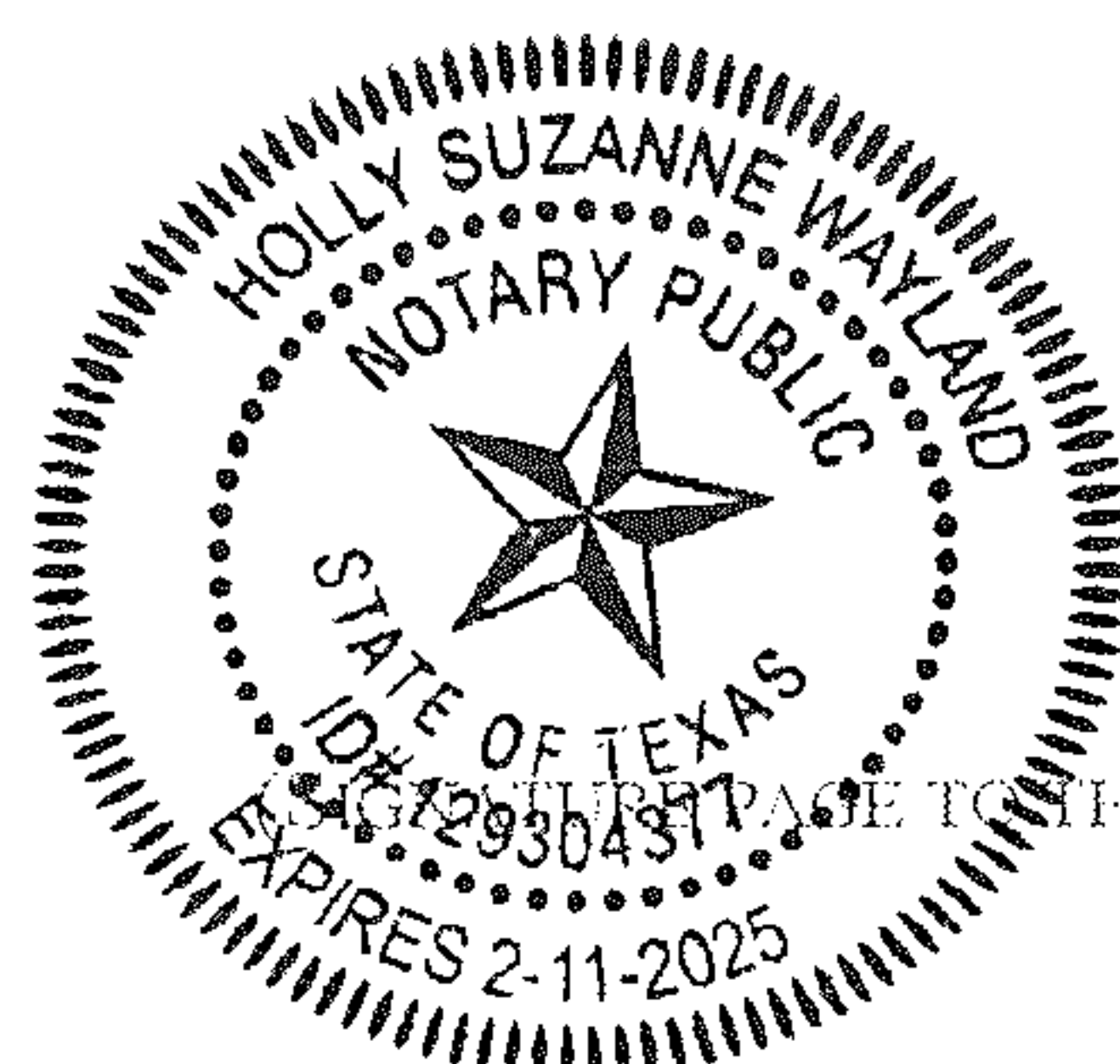
By: 
Name: Teresa Adams
Title: SVP

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, Holly S. Wayland, on this day personally appeared Teresa Adams, SVP of FC-V MGMT, LLC, a Texas limited liability company, General Partner of FC-V Financial, L.P., a Delaware limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 11 day of December, 2024.

[SEAL]



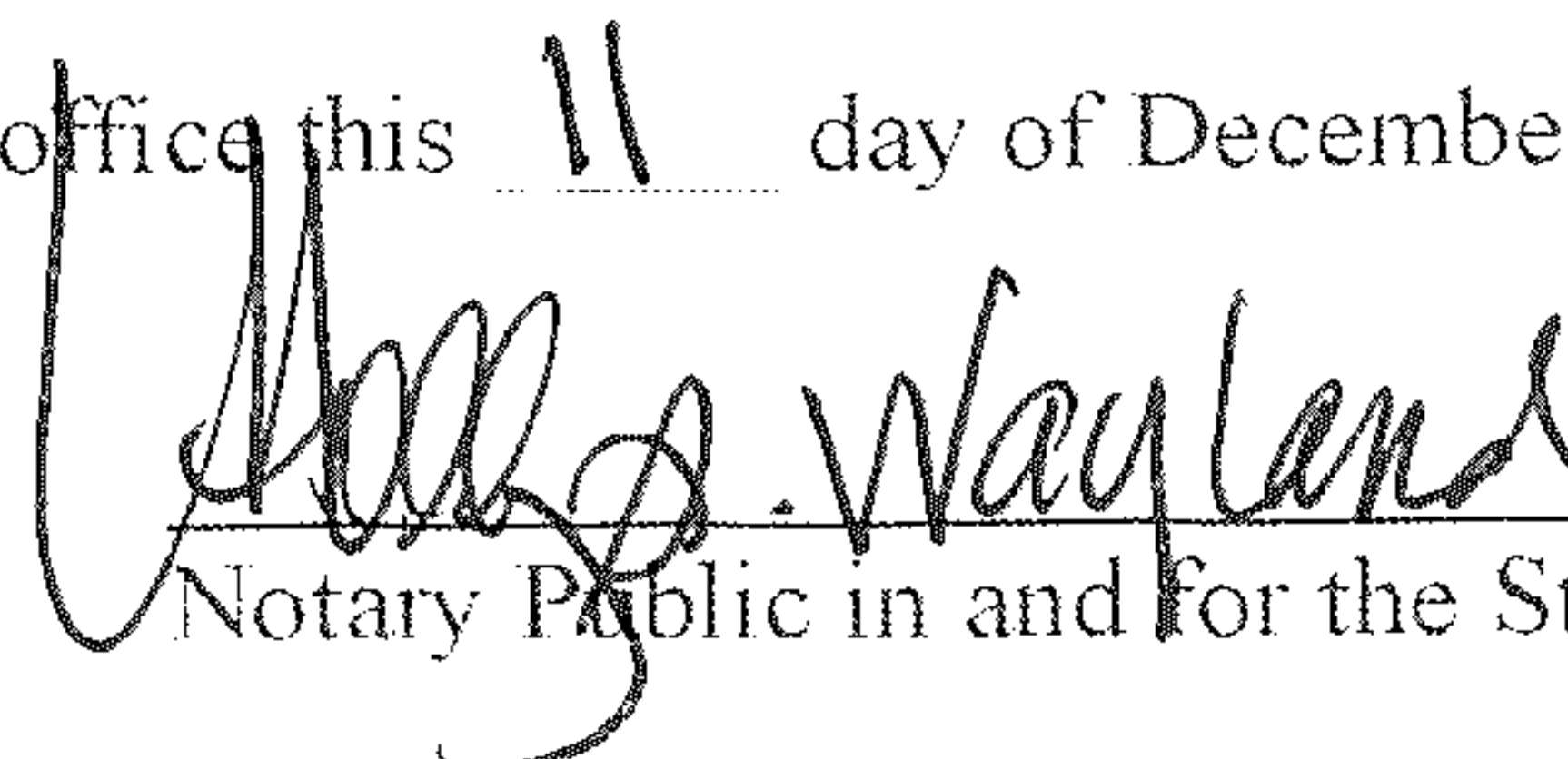

Notary Public in and for the State of Texas

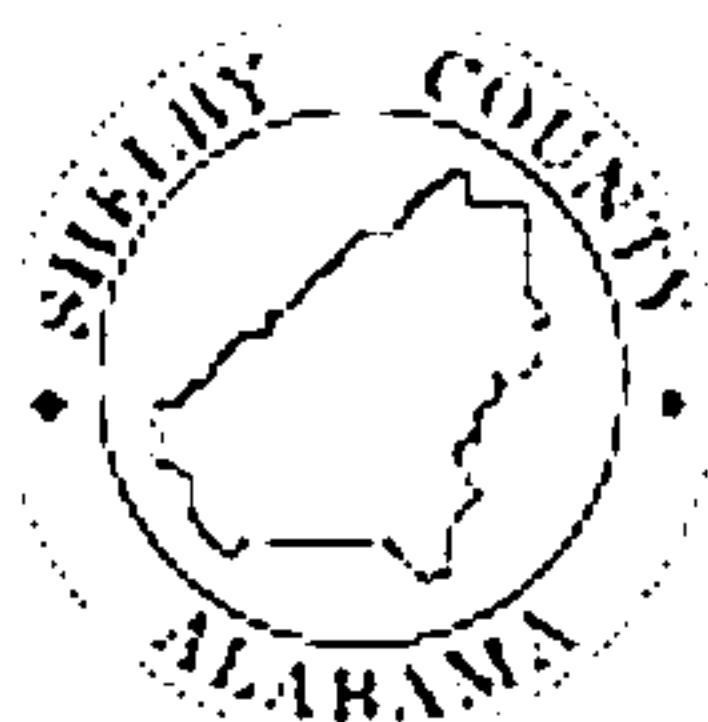
EXHIBIT A**LEGAL DESCRIPTION****Tract 1:**

Commence at a 3" pipe being the Southwest corner of Section 25, Township 21 South, Range 3 West, Shelby County, Alabama; thence N 18°21'04" E a distance of 4537.48 feet to a concrete monument lying on the South right of way of County Road 12; thence along a curve turning to the right an arc length of 518.67 feet, with a radius of 2824.67 feet, a chord bearing of S 65°11'43" E, and a chord length of 517.92 feet to the Point of Beginning; thence continue along said South right of way along a curve turning to the right an arc length of 151.39 feet, with a radius of 2824.67 feet, a chord bearing of S 58°23'59" E, and a chord length of 151.37 feet; thence leaving said right of way S 27°29'47" W a distance of 172.81 feet; thence S 08°24'54" E a distance of 67.30 feet; thence S 41°50'31" W a distance of 135.79 feet; thence S 56°44'36" E a distance of 58.49 feet; thence S 15°39'23" W a distance of 80.00 feet; thence S 13°21'05" W a distance of 40.00 feet; thence S 11°54'36" W a distance of 40.00 feet; thence S 10°28'07" W a distance of 40.00 feet; thence S 09°01'38" W a distance of 40.00 feet; thence S 07°35'09" W a distance of 40.00 feet; thence S 06°08'40" W a distance of 40.00 feet; thence S 04°42'11" W a distance of 40.00 feet; thence S 03°15'42" W a distance of 40.00 feet; thence S 01°49'13" W a distance of 40.00 feet; thence S 00°22'44" W a distance of 40.00 feet; thence S 01°03'45" E a distance of 40.00 feet; thence S 02°30'14" E a distance of 40.00 feet; thence S 03°56'43" E a distance of 40.00 feet; thence S 05°23'12" E a distance of 40.00 feet; thence S 06°49'41" E a distance of 40.00 feet; thence S 08°16'10" E a distance of 40.00 feet; thence S 09°42'39" E a distance of 40.00 feet; thence S 11°09'08" E a distance of 40.00 feet; thence S 79°01'40" W a distance of 120.01 feet; thence with a curve turning to the left an arc length of 34.11 feet, with a radius of 1710.00 feet, a chord bearing of S 12°22'52" E, and a chord length of 34.11 feet; thence S 12°57'09" E a distance of 16.41 feet; thence S 77°02'51" W a distance of 70.00 feet; thence with a curve turning to the left an arc length of 38.80 feet, with a radius of 25.00 feet, a chord bearing of N 57°25'10" W, and a chord length of 35.02 feet; thence S 78°06'50" W a distance of 138.25 feet; thence S 11°53'10" E a distance of 120.00 feet; thence S 78°06'50" W a distance of 80.00 feet; thence S 11°53'10" E a distance of 27.76 feet; thence N 82°43'10" E a distance of 19.13 feet; thence with a curve turning to the right an arc length of 606.32 feet, with a radius of 183.00 feet, a chord bearing of S 87°38'12" W, and a chord length of 364.65 feet; thence with a compound curve turning to the right an arc length of 454.97 feet, with a radius of 345.00 feet, a chord bearing of N 40°20'02" E, and a chord length of 422.71 feet; thence N 78°06'50" E a distance of 121.90 feet; thence N 11°53'10" W a distance of 36.94 feet; thence N 34°15'19" E a distance of 24.44 feet; thence with a curve turning to the right an arc length of 825.22 feet, with a radius of 1900.00 feet, a chord bearing of N 06°33'52" E, and a chord length of 818.75 feet; thence N 23°09'42" E a distance of 112.65 feet; thence S 66°50'18" E a distance of 90.70 feet; thence N 23°09'42" E a distance of 50.00 feet; thence with a curve turning to the left an arc length of 38.58 feet, with a radius of 25.00 feet, a chord bearing of N 68°57'19" E, and a chord length of 34.86 feet; thence with a reverse curve turning to the right an arc length of 170.13 feet, with a radius of 1780.00 feet, a chord bearing of N 27°29'13" E, and a chord length of 170.06 feet to the Point of beginning, having an area of 12.12 acres, more or less.

Tract 2:

Commence at a 3" pipe being the Southwest corner of Section 25, Township 21 South, Range 3 West, Shelby County, Alabama; thence S 86°56'17" E a distance of 906.72 feet to a 2" pipe; thence S 86°54'24" E a distance of 1914.40 feet to a 2" pipe on the West right of way of County Road 12; thence along said West right of way N 6°36'56" E a distance of 1314.17 feet to the Point of Beginning; thence leaving said right of way N 83°24'40" W a distance of 25.00 feet; thence N 85°36'56" W a distance of 59.57 feet; thence N 83°24'44" W a distance of 120.00 feet; thence S 43°18'22" W a distance of 83.63 feet; thence N 83°24'44" W a distance of 120.00 feet; thence N 06°35'16" E a distance of 200.00 feet; thence N 09°30'09" W a distance of 72.16 feet; thence N 83°24'44" W a distance of 120.00 feet; thence N 61°03'19" W a distance of 54.06 feet; thence N 83°24'44" W a distance of 120.00 feet; thence S 06°35'16" W a distance of 20.56 feet; thence N 83°24'44" W a distance of 131.33 feet; thence S 65°50'09" W a distance of 89.65 feet; thence N 73°49'26" W a distance of 120.00 feet; thence N 85°16'27" W a distance of 50.78 feet; thence N 76°23'31" W a distance of 120.00 feet; thence N 19°58'27" E a distance of 76.51 feet; thence N 41°08'10" W a distance of 74.29 feet; thence N 05°06'09" W a distance of 114.97 feet; thence with a curve turning to the right an arc length of 422.07 feet, with a radius of 965.00 feet, a chord bearing of N 84°03'27" E, and a chord length of 418.72 feet; thence S 83°24'44" E a distance of 758.11 feet; thence S 38°23'54" E a distance of 70.73 feet; thence S 83°23'04" E a distance of 25.00 feet to a point on the West right of way of County Road 12; thence along said right of way S 06°36'56" W a distance of 464.97 feet to the Point of Beginning, having an area of 10.59 acres, more or less.

Source of title for Tracts 1 and 2: deed of record in Instrument No. _____, in the Office of the Judge of Probate for Shelby County, Alabama.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 12/23/2024 10:02:26 AM
 \$40.00 BRITTANI
 20241223000390090

Allen S. Bayl