

Prepared by and after recording return to:  
Gail Livingston Mills  
Burr & Forman LLP  
420 20th Street North, Suite 3400  
Birmingham, AL 35203

STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

**AMENDMENT TO**  
**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR CANOPY AT OAK MOUNTAIN**

**THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANOPY AT OAK MOUNTAIN** (this “**Amendment**”), dated as of March 11, 2025 (the “**Effective Date**”), is made by HCI OAK MOUNTAIN, LLC, an Alabama limited liability company (“**HCI**”), CANOPY BASE CAMP, LLC, an Alabama limited liability company (“**Parcel A Owner**”), and CANOPY PARK APARTMENTS & SHOPS, LLC, a Delaware limited liability company (“**Parcel C Owner**”). HCI, Parcel A Owner, and Parcel C Owner, are also hereinafter known individually as a “**Party**” and collectively as “**Parties**.”

**RECITALS:**

A. HCI is the original declarant under that certain Declaration of Covenants, Conditions, and Restrictions for Canopy at Oak Mountain dated September 22, 2021 (the “**Original Declaration**”) and recorded on September 24, 2021, in Instrument No. 20210924000466480 in the Office of the Judge of Probate of Shelby County, Alabama (the “**Probate Office**”) which establishes certain rights, obligations, and easements in, over, and upon certain real property located in the City of Pelham, Alabama more particularly described on Exhibit A attached hereto (defined herein and in the Declaration as the “**Property**”).

B. HCI is the owner of Parcel B and Parcel D according to the Plat of The Canopy, recorded in Map Book 55, Page 5 in the Probate Office (the “**Plat**”); Parcel A Owner is the owner of Lot A, according to the Plat; Parcel C Owner is owner of Lot C, according to the Plat.

C. Pursuant to that certain Assignment and Assumption of Declarant Rights dated October 12, 2021 and recorded and recorded on October 12, 2021, in Instrument No. 20211012000497110 in the Probate Office (the “**Assignment**”), HCI assigned and transferred all of the Declarant Rights (as defined therein) to Parcel C Owner, and Parcel C Owner assumed all of such Declarant Rights from HCI. The Original Declaration, as affected by the Assignment, is collectively referred to herein as the “**Declaration**.” *Capitalized terms used herein without definition shall have the meanings set forth in the Declaration.*

D. Section 12.4 of the Declaration provides that the Declaration may be amended with the written consent of HCI, Parcel A Owner, and Parcel C Owner.

E. In connection with the overall development of the Property, certain modifications were necessary to the Master Common Areas, the Parcels A/C Common Areas, and the Parcels A/C Garbage Facilities, and accordingly, the Parties desire to amend the Declaration to address such modifications as set forth herein.

**NOW, THEREFORE,** in consideration of the Recitals, Ten Dollars (\$10.00) and other good and valuable consideration, the Parties agree that, as of the Effective Date, the Declaration is hereby amended as follows:

1. **Identification of Certain Common Areas and Shared Facilities.** Declarant desires to change the “Park,” “Retention Pond,” and “Common Drainage Facilities” from being Master Common Areas to Parcels A/C Common Areas. Therefore, the following defined terms set forth in Section 1.1 of the Declaration are hereby amended and restated in their entirety as follows:

*“**Master Common Areas**” shall mean those areas designated on the Development Plan as “Off-Site Signage” and “Trail” together with such other common areas that may hereafter be designated as such by Declarant provided that the same is for the common use of all Owners and/or their tenants, licensees, invitees, patrons and guests. The “Trail” may be located on one or more Parcels, **subject to** (i) the Easements hereafter established with respect to such Master Common Areas; (ii) the maintenance obligations herein imposed on Declarant with respect to such Master Common Areas and the obligations of the Owners to share in the Maintenance Expenses incurred by Declarant as set forth in this Declaration; and (iii) the right of Declarant to publically dedicate one or more the Master Common Areas or to transfer the same to an Association, an affiliate of Declarant, or any other third party in Declarant’s sole discretion.*

*“**Parcels A/C Common Areas**” shall mean those areas designated on the Development Plan as “Park,” the Common Drainage Facilities (which, as of the date hereof, consist solely of the “Retention Pond” as designated on the Development Plan), the Parcels A/C Access Drive, the Parcels A/C Retaining Wall, the Parcels A/C Shared Parking and Sidewalk Areas, the Parcels A/C Signage Areas, and the Parcels A/C Garbage Facilities, which are for the mutual benefit of Parcel A and Parcel C only. The Parcels A/C Common Areas shall be located on land either owned by the Parcel C Owner or by the Parcel A Owner, in either case, **subject to** (i) the Easements hereafter established with respect to such Parcels A/C Common Areas; and (ii) the maintenance obligations herein imposed on Declarant with respect to such Parcels A/C Common Areas, and the obligations of the Parcel A Owner and the Parcel C Owner to share in the Parcels A/C Maintenance Expenses incurred by Declarant as set forth in this Declaration.*

*“**Parcels A/C Garbage Facilities**” shall mean the trash compactor/dumpster area to be constructed on Parcel A, which shall consist of three (3) dumpsters, two (2) of which shall be for the exclusive use of the Parcel A Owner and one (1) of which shall be for the exclusive use of the Parcel C Owner, and the trash compactor/dumpster area to be constructed on Parcel C for the exclusive use of the Parcel C Owner.*

2. **Easements for Common Areas.**



(a) Section 4.1 of the Declaration is hereby amended to delete subparagraphs 4.1(c) and (e) in their entirety and to add the following as new subparagraphs (c), (e), (f), and (g):

(c) *a perpetual easement for access to and use of the Parcel A/C Garbage Facilities; the Owners of Parcel A and Parcel C shall cooperate with each other to establish rules and regulations regarding the use of the Parcels A/C Garbage Facilities;*

(e) *a perpetual, non-exclusive easement over, under, across and through each Common Drainage Facility for the purpose of storm and surface water drainage and the right to tie into the storm water drainage systems for purposes of directing the flow of surface water into the Retention Pond so long as the applicable Owner provides evidence acceptable to Declarant confirming that the use of such easement will not have a material adverse impact the Common Drainage Facilities and/or the Retention Pond;*

(f) *a perpetual non-exclusive easement over and across the Park for park purposes, subject to the rules and regulations established by the Declarant from time to time. Notwithstanding anything to the contrary stated in this Declaration, nothing shall prevent the Park from being used by the Parcel A Owner or the Parcel C Owner as an outdoor entertainment venue which may feature live music from time to time, provided that the Owners of Parcel A and Parcel C shall cooperate with each other to establish rules and regulations regarding live music events in the Park so that the same are not disruptive of the other Parcel; and*

(g) *without limitation on the easements and rights set forth in paragraphs (a) through (f) above, a perpetual easement to Declarant and its successors and assigns to construct and maintain any Parcels A/C Common Area in the performance of its duties as set forth in Section 5.1(b) below.*

3. **Maintenance Expenses.** Sections 5.1(a) and 5.1(b) of the Declaration are hereby amended and restated in their entirety as follows:

(a) **Master Common Area Maintenance Expenses.** *All of the common areas and improvements constructed by Declarant within the Master Common Areas established by Declarant from time to time shall be constructed, kept open, clean, and available for use and maintained by Declarant in a manner determined by Declarant in its reasonable discretion, and otherwise in compliance with all laws, statutes, ordinances and regulations of all federal, state and local government agencies and this Declaration. Each Owner of Parcels A, B, C, and D shall pay its share (as set forth on Exhibit D attached hereto) of all costs and expenses of maintaining the Master Common Areas, including but not limited to all costs, expenses and liabilities of every kind or nature paid or incurred by Declarant (to the extent that Declarant, in its good faith judgment, regards it as reasonably necessary or appropriate to provide the services and materials hereafter referred to and to pay and incur the costs, expenses and liabilities hereafter referred to) in connection with landscaping and ground maintenance of the Master Common Areas; lighting the Master*

*Common Areas (including replacement of bulbs and ballasts, and painting, repairing and maintaining of light standards); maintenance of the Trails; providing project identification signs; providing signs, equipment in traffic control and management at the Master Common Areas; utilities charges for any services to the Master Common Areas; repairing and maintaining utility lines located in the Master Common Area which do not exclusively serve one Parcel in the Development; Insurance Premiums; and all other costs and expenses of every kind or nature paid or incurred by Declarant relative to the maintenance of the Master Common Areas; and a reasonable administration fees not to exceed five percent (5%) of costs, which share is set forth on Exhibit D attached hereto (the “**Master Common Area Maintenance Expenses**”). Notwithstanding anything herein to the contrary, (i) Master Common Area Maintenance expenses shall not be assessed against a Parcel Owner until such time as the first certificate of occupancy is issued for improvements constructed on its Parcel; and (ii) Master Common Area Maintenance expenses shall not include any of the Excluded Expenses set forth in paragraph 5.1(d) below.*

*(b) Parcels A/C Common Area Maintenance Expenses. All of the common areas and improvements constructed by Declarant within the Parcels A/C Common Areas established by Declarant from time to time shall be constructed, kept open, clean, and available for use and maintained by Declarant in a manner determined by Declarant in its reasonable discretion, and otherwise in compliance with all laws, statutes, ordinances and regulations of all federal, state and local government agencies and this Declaration. Parcel A Owner shall pay its pro rata share (as set forth on Exhibit D attached hereto) of all costs and expenses of maintaining the Parcels A/C Common Areas, including but not limited to all costs, expenses and liabilities of every kind or nature paid or incurred by Declarant (to the extent that Declarant, in its good faith judgment, regards it as reasonably necessary or appropriate to provide the services and materials hereafter referred to and to pay and incur the costs, expenses and liabilities hereafter referred to) in connection with landscaping and ground maintenance of the Parcels A/C Common Areas; lighting the Parcels A/C Common Areas (including replacement of bulbs and ballasts, and painting, repairing and maintaining of light standards); providing project identification signs; providing signs, equipment in traffic control and management at the Parcels A/C Common Areas; utilities charges for any services to the Parcels A/C Common Areas; repairing and maintaining utility lines located in the Parcels A/C Common Areas which do not exclusively serve one Parcel in the Development; sweeping, cleaning, removing debris from, maintaining, restriping and repairing the Parcels A/C Shared Parking and Sidewalk Area and repairing and maintaining sidewalks in the Parcels A/C Shared Parking and Sidewalk Area (including, without limitation, periodic steam cleaning thereof); repair and maintenance of the Retention Pond and Common Area Drainage Facility in order to keep the same clear of silt and debris and properly functioning; maintenance of the Park (including repair or replacement of park equipment or furniture); Insurance Premiums; and all other costs and expenses of every kind or nature paid or incurred by Declarant relative to the maintenance of the Parcels A/C Common Area; and a reasonable administration fees not to exceed five percent (5%) of costs, which share is set forth on Exhibit D attached hereto (the “**Parcels A/C Common Area Maintenance Expenses**”). Notwithstanding anything herein to the contrary, (i) Parcels A/C Common Area Maintenance expenses shall not be assessed against Parcel A Owner or Parcel C Owner*



*until such time as the first certificate of occupancy is issued for improvements constructed on its Parcel; and (ii) Parcels A/C Common Area Maintenance expenses shall not include any of the Excluded Expenses set forth in paragraph 5.1(d) below.*

4. **Reaffirmation.** Except as amended herein, the Declaration is hereby ratified and affirmed.

5. **Counterparts.** This Amendment may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

6. **Severability.** Invalidation of any one or more of the provisions of this Amendment by judgment or court order shall in no way affect any of the other agreements contained herein, which shall remain in full force and effect.

*[Signatures appear on the following page]*

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by its respective duly authorized officers as of the Effective Date.

**HCI:**

**HCI OAK MOUNTAIN, LLC,**  
an Alabama limited liability company

By: \_\_\_\_\_

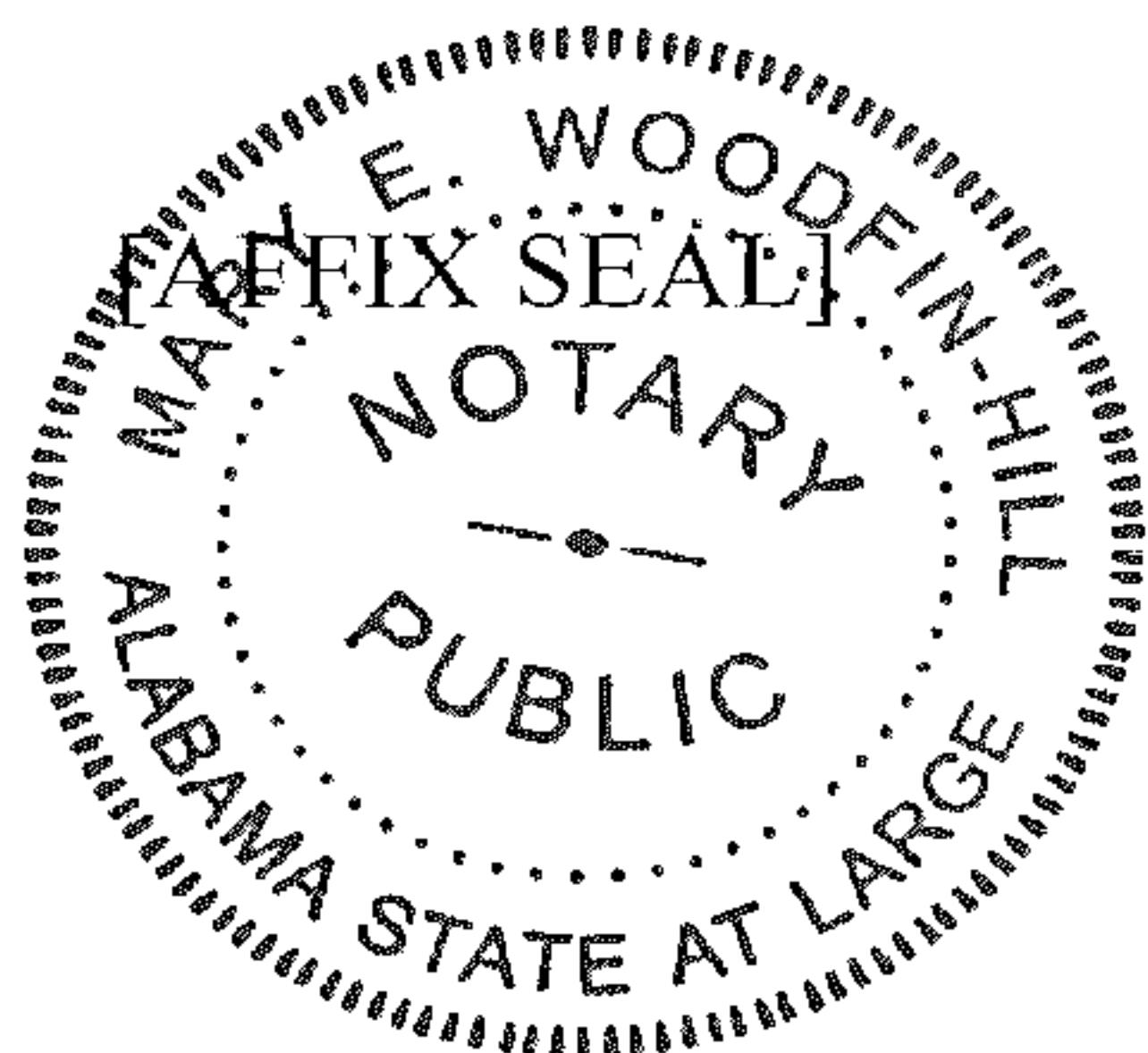
Charles V. Welden, III  
Its Manager

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

The undersigned, a Notary Public in and for said County in said State, hereby certifies that Charles V. Welden, III, whose name as the duly authorized Manager of **HCI OAK MOUNTAIN, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he, as such Manager, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 11th day of March, 2025.



\_\_\_\_\_  
Notary Public

My commission expires: 1-12-2026

*[Signatures continue on the following page]*

**PARCEL A OWNER:**

**CANOPY BASE CAMP, LLC,**  
an Alabama limited liability company

By: [Signature]  
Charles V. Welden, III  
Its Co-Manager

By: [Signature]  
John Benner  
Its Co-Manager

STATE OF ALABAMA                    )  
COUNTY OF JEFFERSON            )

The undersigned, a Notary Public in and for said County in said State, hereby certifies that Charles V. Welden, III, whose name as the duly authorized Co-Manager of **CANOPY BASE CAMP, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he, as such Manager, and with full authority, executed the same voluntarily for and as the act of said limited liability company.



STATE OF ALABAMA                    )  
COUNTY OF JEFFERSON            )

Given under my hand this the 11<sup>th</sup> day of March, 2025.

[Signature]  
Notary Public  
My commission expires: 1-12-2026

The undersigned, a Notary Public in and for said County in said State, hereby certifies that John Benner, whose name as the duly authorized Co-Manager of **CANOPY BASE CAMP, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he, as such Manager, and with full authority, executed the same voluntarily for and as the act of said limited liability company.



Given under my hand this the 11<sup>th</sup> day of March, 2025.

[Signature]  
Notary Public  
My commission expires: 1-12-2026

*[Signatures continue on the following page]*

**PARCEL C OWNER:**

**CANOPY PARK APARTMENTS & SHOPS, LLC,**  
a Delaware limited liability company

By: Canopy Park Holdings, LLC,  
a Delaware limited liability company,  
its Sole Member

BY: Canopy Park Investors, LLC,  
a Delaware limited liability company  
Its Manager

BY: HWF Canopy Development, LLC,  
a Delaware limited liability company  
Its Manager

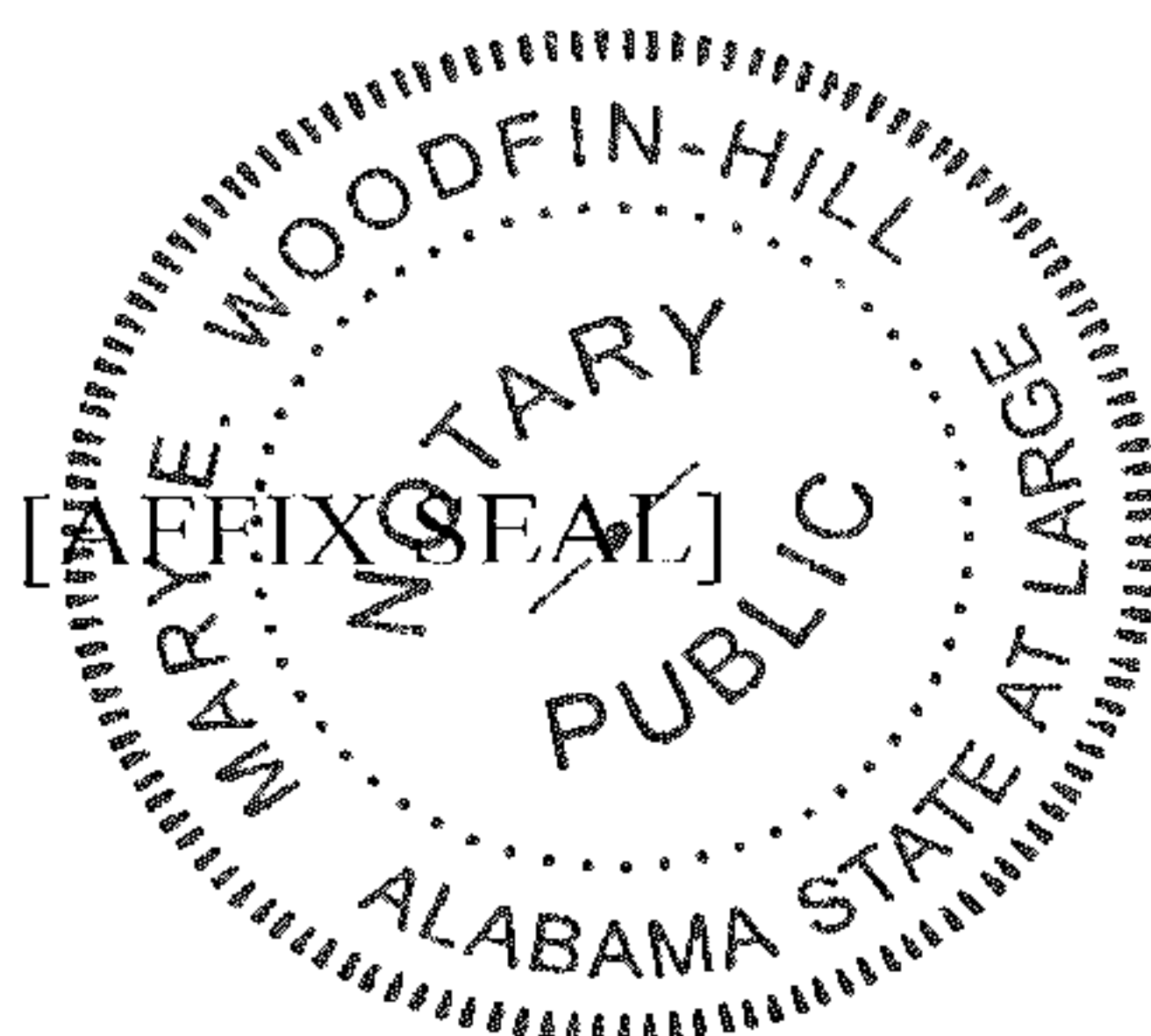
By: \_\_\_\_\_

Name: Chuck Welden  
Its Manager

STATE OF ALABAMA            )  
  )  
COUNTY OF JEFFERSON    )

The undersigned, a Notary Public in and for said County in said State, hereby certifies that Chuck Welden, whose name as a duly authorized Manager of HWF Canopy Development, LLC, a Delaware limited liability company, the Manager of Canopy Park Investors, LLC, a Delaware limited liability company, the Manager of Canopy Park Holdings, LLC, a Delaware limited liability company, the Sole Member of **CANOPY PARK APARTMENTS & SHOPS, LLC**, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he, as such Manager, and with full authority, executed the same voluntarily for and as the act of said limited liability company in its capacity aforesaid.

Given under my hand this the 11th day of March, 2025.



\_\_\_\_\_  
Notary Public

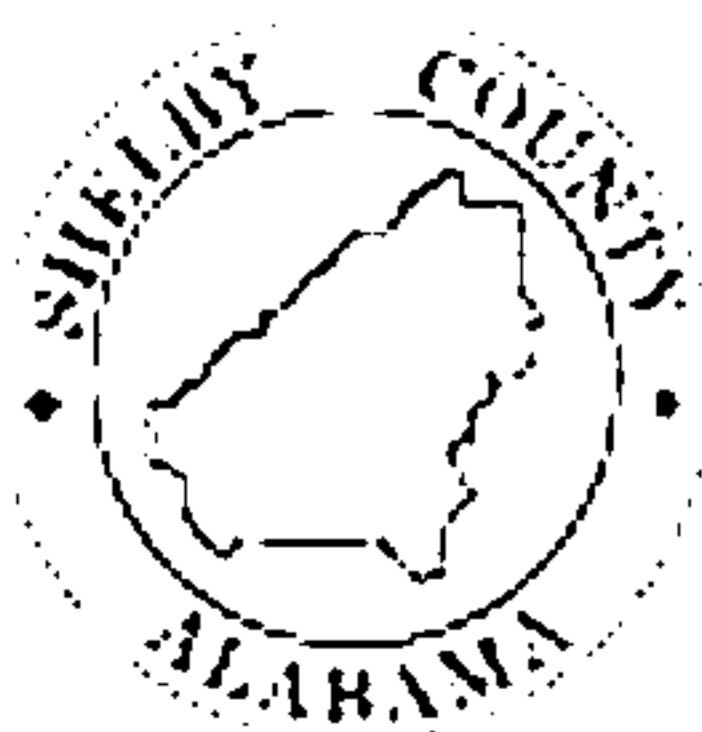
My commission expires: 1-12-2026



**EXHIBIT "A"**

**Legal Description**

Lots A, B, C, D, E-1 and E-2, according to the Plat of The Canopy, recorded in Map Book 55, Page 5 in the Office of the Judge of Probate of Shelby County, Alabama.



**Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
04/14/2025 08:37:04 AM  
\$48.00 JOANN  
20250414000108790**

*Allen S. Bayl*