

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
NARROWS COMMERCIAL SUBDIVISION SECTOR 1**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NARROWS COMMERCIAL SUBDIVISION SECTOR 1** (this “**Declaration**”), dated April 30, 2025 (the “**Effective Date**”), is made by **LME PROPERTIES, LLC**, an Alabama limited liability company (the “**Declarant**”), for the purposes hereinafter set forth.

**RECITALS**

**WHEREAS**, Declarant is the owner of certain real property in the County of Shelby, Alabama, which real property is more particularly described on **Exhibit A** attached hereto (the “**Property**”);

**WHEREAS**, Declarant has developed the Property as three (3) office buildings containing office, and other commercial uses which are allowed in accordance with applicable zoning ordinances (the “**Development**”); and

**WHEREAS**, to assure the orderly use and enjoyment of the Development, Declarant desires to establish certain rights, obligations, and easements in, over, and upon the Property including the sharing of costs for maintenance and operations of the Property and Development (or certain portions thereof) for the benefit of itself and all future Owners (as hereinafter defined) and to impose such rights, obligations, and easements on the Property (or certain portions thereof) and on each Owner (or certain Owners) and to provide for the harmonious, beneficial, and proper use and conduct of the Development (as hereinafter defined) in accordance with this Declaration; and

**WHEREAS**, the Development Parcels will be sharing driveways and parking within the Development; and

**WHEREAS**, the Property shall be referred to as “**Narrows Commercial Subdivision Sector 1**” for purposes of this Declaration; and

**NOW, THEREFORE**, for and in consideration of the premises, Declarant does hereby expressly declare, establish and adopt the following covenants, conditions, restrictions, and easements which shall apply in their entirety to the Property (or certain portions thereof), as stated in this Declaration, as covenants running with the land.

**ARTICLE I  
DEFINITIONS**

Section 1.1 **Definitions**. The following initially capitalized words and terms used or referred to in this Declaration shall have the following meanings:



(a) **"Association"** shall mean "Narrows Parkway Owner's Association, Inc., an Alabama non-profit corporation, which will have the power, duty and responsibility of maintaining the Commons Areas and Common Facilities thereon and administering and enforcing this Declaration and collecting and disbursing the assessments and charges hereinafter described in Article X.

(b) **"Common Area(s)"** as used throughout this Declaration shall mean those areas within each Development Parcel utilized for the common cross-use, cross-access, and cross-parking, (labeled as ingress, egress and utility easement and 25' ingress, egress and utility easement depicted on the attached Plot Plan), which shall include all paved roadways, as well as abutting curbs, gutters, sidewalks, common signage and any landscape of all Owners and/or their tenants, licensees, invitees, patrons and guests. The Common Areas shall include the Lawn Areas, Entry Way(s), ingress, egress and utility easements, as depicted on the attached Plot Plan, landscaping areas with lighting and/or irrigation and Signage Areas, Dumpster Area, 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, and subject to (i) the easements hereafter established with respect to such Common Areas; (ii) the maintenance obligations herein imposed on Owners and Declarant with respect to such Common Areas and the obligations of the Owners to share in the Common Area Maintenance Expenses incurred by Declarant should they occur as set forth in this Declaration; and (iii) the right of Declarant to transfer its position and responsibilities to the Owner's Association. .

(c) **"Common Area Easements"** shall include non-exclusive easements over the **"Common Areas"** for the benefit of all Owners and its successors and assigns and their respective tenants, licensees, invitees, patrons, and guests in use and maintenance thereof as more detailed in Article 4.

(d) **"Common Area Maintenance Expenses"** shall have the meaning set forth in Section 5.1 hereof.

(e) **"Common Drainage Facilities"** shall mean the area designated as "Master Detention Pond" on the adjoining property owned by the Narrows Residential Owners Association, Inc. as shown on the attached Plot Plat, together with any other storm and surface water drainage, retention, detention and discharge systems, filters, drains, piping, and any other devices or facilities hereafter installed so as to accommodate storm and surface water from more than just a single parcel.

(f) **"Declarant"** shall mean, initially, LME Properties, LLC, an Alabama limited liability company, and thereafter its permitted successor in interest as Declarant under this Declaration pursuant to an assignment instrument recorded in the Probate Office of Shelby County, Alabama, in accordance with the provisions of Section 3.4 hereof.

(g) **"Default Notice"** shall mean a notice by Declarant sent to an Owner upon an event of default by an Owner and copied to all other Owners ("Non-defaulting Owners").



(h) **"Default Rate"** shall mean a per annum rate equal to twelve percent (12%) per annum.

(i) **"Development Site Plan"** shall mean the Plot Plan attached hereto as **Exhibit B**. Nothing contained herein shall be deemed to be a warranty, representation, or agreement by Declarant that the Property, or other matters depicted on the Development Site Plan will be, or will continue to be as indicated without change.

(j) **"Dumpster Areas"** as already constructed and on site for dumpster pads and enclosures. These have been installed and shall be maintained directly by the Association for the exclusive benefit of all Owners. Any adjustment to the Dumpster Areas or expansion thereof is subject to approval by the Declarant.

(k) **"Insurance Premiums"** shall mean the total annual insurance premiums for all liability insurance and other insurance which, from time to time may, at Declarant's reasonable discretion, be carried by Declarant with respect to the Common Areas.

(l) **"Lawn Area"** shall be any grassed area and shrubbery and trees and other plantings, located on any of the three (3) Lots within the Development. Said Lawn Area to be for common enjoyment of all Owners and their customers.

(m) **"Owner"** shall mean and refer to any and all of the record owners (including the Declarant) of fee simple title of record to a Development Parcel or to all or any portion of the land comprising the Property as shown by the real estate records of Shelby County, Alabama; provided, however, the term "Owner" shall not mean and refer to (i) the holder of any security instrument encumbering or affecting the title to all or any portion of the land comprising the Property unless and until the holder thereof shall become a mortgagee in possession following a default under such security instrument or shall acquire fee simple pursuant to the foreclosure of its security instrument, the exercise of any power of sale contained therein, or any deed, or proceeding taken in lieu of foreclosure with respect thereto; or (ii) any lessee, tenant or licensee of any Owner or other occupant of a Parcel; provided, however, that any agreement entered into between an Owner and any party listed in (i) or (ii) preceding, or any other agreement entered into between Owner and any other party with respect to the Property shall be expressly made subject to the terms and conditions to this Declaration.

(n) **"Owner's Association"** shall have the meaning set forth in Section 10.1 hereof.

(o) **"Owner Default"** includes Owners who do not meet their obligations in maintaining their Parcel and Common Areas thereon ("Owner Maintenance Default") or Owners who do not meet payment obligations if they arise ("Owner Payment Default").

(p) **"Parcel"** or **"Development Parcel"** shall mean any subdivided lot or parcel constituting a part of the Property. The Development Parcels shall consist of the property described as set forth on **Exhibit A** attached hereto.



(q) **"Probate Office"** shall mean the Office of the Judge of Probate of Shelby County, Alabama.

(r) **"Share of Expenses"** shall mean each Owner's proportional share of Common Area Expenses as set by a budget prepared by the Declarant, or its successors and assigns, and submitted to the Owners, as required to maintain the Common Area.

(s) **"Signage Areas"** shall mean and refer to any signage obtained by Declarant advertising the Development on monument or pylon signs within the Development and approved and paid for by the Owners Association.

## ARTICLE II MUTUALITY OF BENEFIT AND OBLIGATION

The covenants, restrictions, easements, and obligations set forth herein are made for the mutual and reciprocal benefit of each and every Development Parcel of the Property. All of the Property shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all the terms and provisions of this Declaration.

## ARTICLE III ZONING AND SPECIFIC RESTRICTIONS AND DEVELOPMENT RIGHTS

Section 3.1 **Zoning.** The restrictions set forth in this Declaration shall not be taken or construed as permitting any action or thing prohibited by applicable zoning laws or the laws, rules or regulations of any governmental authority, including, without limitation, specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such law, rules, regulations, deeds, leases or the restrictions shall be taken to govern and control.

Section 3.2 **Restricted Uses.** No portion of the Property shall be used for any uses which are in violation of the provisions of Section 3.3 hereof.

Section 3.3 **Exclusive Uses.**

(a) Exclusive Uses for each Development Parcels are to used as offices, office space, and other commercial uses as permitted by applicable zoning laws.

Section 3.4 **Declarant Rights.** Declarant may assign all or a portion of the Declarant's rights, privileges, and obligations set forth in this Declaration to any subsequent Owner, or an Owner's Association by written instrument recorded in the Probate Office. Declarant shall not have the right to assign the Declarant's rights (or any portion thereof) set forth in this Declaration to any party other than those above referenced. Declarant shall transfer its rights to the Owners Association within 3-months of sale of its last property in which event the Owners Association becomes the Declarant.



## ARTICLE IV EASEMENTS

Section 4.1 **Easements for Common Areas.** Declarant does hereby establish, create, and reserve for Declarant and for any Owner of any Development Parcel and their successors and assigns; and its respective tenants, licensees, invitees, patrons, and guests, the following easements with respect to the Property, as shown on the attached the attached **Exhibit B** (the "**Plot Plan**"), which such easements shall be exclusive as to the Owners and their respective tenants, licensees, invitees, patrons and guests:

(a) a perpetual easement over, across and through all Development Parcels, including entry ways, ingress, egress and utility easements for use as driveways so as to provide for the passage of motor vehicles and pedestrians to, from, and among the Development Parcels and to and from all abutting streets or rights of way furnishing access to the Development Parcels, which is to be recorded by a separate Cross Access Easement.

(b) To Declarant and its successors and assigns, and to the Shelby County, a perpetual easement and right to install, maintain, use, repair and replace any Common Drainage Facilities;

(c) To Declarant and its successors and assigns, a perpetual easement and right to construct and maintain landscape areas, irrigation systems, parking lighting and signage, as well as Signage Areas (in the event of an Owner Maintenance Default);

(d) To each Owner and its successors and assigns, a perpetual, non-exclusive easement over, under, across and through each Common Drainage Facilities 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 detention pond so long as the 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 detention pond;

(e) To each Owner and its successors and assigns, a perpetual, non-exclusive, easement under, over, through and across those parts of the Property necessary for the purpose of installing, using, maintaining, repairing and replacing utility facilities to the Property and to bring necessary utilities to a Parcel, including without limitation, telephone, electricity, water, cable, natural gas and storm and sanitary sewers, so long as the Owner provides evidence acceptable to Declarant that the exercise of such easement right will not have a material adverse impact the use of the Parcel burdened by the exercise of such easement right; and

(f) To each Owner and its successors and assigns and their respective tenants, licensees, invitees, patrons, and guests, a perpetual non-exclusive easement over the Common Areas as defined herein (the Common Area Easements), subject to the rules and regulations established by the Association and Owners in mutual cooperation and joint benefit from time to time; and

(g) Without limitation on the easements and rights set forth in paragraph (a) above, to Declarant and its successors and assigns, a perpetual easement and right to



construct and maintain any Common Area in the performance of its duties as set forth in Section 5.1(a) below in the event of an Owner Maintenance Default. The cost and expenses of maintaining the Common Areas shall be assessed in equal shares between the Development Parcel Owners and shall be included in the Parcels Common Area Maintenance Expenses as detailed below.

## ARTICLE V MAINTENANCE OBLIGATIONS

### Section 5.1 Maintenance Expenses.

(a) Common Area Maintenance Expenses. All of the Common Areas and improvements constructed by Declarant or Owners within the Common Areas established by Declarant from time to time shall be constructed, kept open, clean, and available for use and maintained by Owners and/or 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 shall maintain its individual parcel as to curb, gutter, paving, striping, lighting, signage on buildings, parking spaces, and any other improvements on its Parcel. If an Owner defaults on its obligation to maintain the Common Area ("Owner Maintenance Default") after 30-days written notice by Declarant of an Owner Maintenance Default, the Declarant may perform said work and the other non-defaulting Owners shall pay its adjusted share as based on each Owner's Share of Expenses of all costs and expenses incurred by Declarant or Association to perform said work; plus a reasonable administration fee not to exceed the greater of ten percent (10%) of actual costs plus reasonable cost of a third party manager of the work to be performed as determined by the Owner's Association.

(b) Common Area Excluded Expenses. Notwithstanding anything herein to the contrary, Common Area Maintenance Expenses shall not include any of the following items, costs, or expenses incurred with respect to the Common Areas (the "Excluded Expenses"): (i) amortization, or depreciation; (ii) costs of any service which inures solely to the benefit of a particular Development Parcel or Parcels in the Development (which shall be assessed solely to the Owner of the benefitted Development Parcel(s)); (iii) taxes and other government assessments (which shall be payable by the applicable Owner(s) of the Development Parcel(s)); (iv) repairs and restorations due to casualty and condemnation to the extent Declarant is reimbursed by insurance proceeds or condemnation awards; (vii) charitable or political contributions; (v) any "tap fees," "impound fees" or any sewer or water connection fees for the benefit of any particular Parcel in the Development (which shall be assessed solely to the Owner of the affected Parcel); (ix) entertainment, lodging, dining or travel expenses; (x) costs related to the initial stock of tools and equipment used for the operation, repair and maintenance; and (xi) any other expenses which, in accordance with generally accepted accounting principles, would not normally be treated as customary maintenance costs for similar properties. Notwithstanding anything contained herein to the contrary, there shall be no duplication of charges to any Owner under this Declaration. Declarant agrees that at no time shall Common Area Maintenance Expenses, other than the administrative fee, be based on an amount greater than Declarant's actual cost.



(c) Common Area Maintenance Expenses Budget. Common Area Maintenance Expenses for Owner Maintenance Defaults shall be based on an annual budget for the Common Area Maintenance Expenses estimated and prepared by the Declarant at the time of Default Notice and prior to January 1 of each year until the default is resolved. Said budget shall be reconciled with the actual expenses at the end of the calendar year and any surplus shall be refunded or credited to those Owners that paid for such expenses and any deficiencies charged to the Owners for immediate reimbursement to Declarant. In addition, the Common Area Maintenance Expenses shall include all Insurance Premiums, reserve contributions, and capital expense account contributions reasonably deemed necessary to maintain the Common Areas by the Declarant and the Common Area Assessments from The Narrows Commercial Owners' Association, Inc. for all Narrows Commercial Subdivision properties. Each Owner (as applicable) shall reimburse Declarant or the Association on either an annual basis (not later than 30 days after the initial billing) or on a monthly basis (not later than the 5<sup>th</sup> day of each month) for such Owner's pro rata share of the Common Area Maintenance Expenses. Such expenses not paid when due shall incur a late fee in the amount of \$100.00 and accrue interest at the Default Rate until paid. A Defaulting Owner may be subject to a charge of \$2,500 per month (after 30-days written notice) plus the amount to reimburse for Declarant's cost incurred, plus monthly accrued interest at the Default Rate plus 5.00%. Once repaid the Declarant shall repay the non-defaulting Owners for their contributions plus prorata share on interest received. Any returned checks or required refunds of said payments shall be charged for actual cost incurred by Declarant plus a \$50 service charge payable to Declarant. Any additional funds held by the Owner's Association (after Declarant has sold its parcels and assigned its rights to the Owner's Association) shall be equally distributable annually by the non-defaulting Owners on a pro-rata basis.

(d) Assessment Lien. There is hereby created a continuing lien, (1) on each Parcel and all improvements thereon, with power of sale, in favor of Declarant which secures the payment to Declarant of any and all Common Area Maintenance Expenses levied against or upon any Parcel, all late fees or charges, default rate interest and all reasonable attorneys' fees and expenses, court costs and all other expenses paid or incurred by Declarant in collecting any Common Area Maintenance Expenses; and (2) on Parcels and all improvements thereto, with power of sale, in favor of Declarant which secures the payment to Declarant of any and all Common Area Maintenance Expenses levied against or upon Parcel, all late fees or charges, interest at Default Rate, and all reasonable attorneys' fees and expenses, court costs and all other expenses paid or incurred by Declarant in collecting any Common Area Maintenance Expenses.

The lien provided for herein shall be in favor of Declarant or the Owner's Association and may be foreclosed at any time following the filing of such lien in the Probate Office in the same manner as a foreclosure of a mortgage on real property containing a power of sale under the laws of the State of Alabama, as the same may be modified or amended from time to time. Declarant or Owner's Association shall have the right and power to bid at such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell any Parcel. Owner shall be deemed to (1) grant to and vest in Declarant and its agents, the right and power to exercise the power of sale granted herein to foreclose the lien created herein, (2) grant to and vest in Declarant and its agents, the right and power to bring all actions against Owner personally for the collection of all amounts due from Owner, (3) expressly waive any objection to the enforcement and foreclosure of the lien



created herein, and (4) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any such suit or action for foreclosure.

Section 5.2 **Right to Audit.** In the event an Owner's pro rata share of Common Area Maintenance Expenses exceeds Five Thousand and No/100 Dollars (\$5,000.00) per annum, such Owner shall, at the Owner's sole expense, have the right to audit, the preceding years Declarant's Common Area Maintenance Expenses, but not more than once annually and only after the following April 15 of the year to be audited (and with 30-days written notice to Declarant). Access to Declarant's Common Area Maintenance Expense records shall be provided to such Owner within thirty (30) days after Owner's written request and notice therefor. If such access is not provided, Owner shall be relieved of its obligation to pay such Owner's share of such charges until access is provided. Declarant agrees to maintain its records of Common Area Maintenance Expenses for at least 36 months from the date of each applicable invoice to Owner. If any audit shall indicate that, in any of Declarant's statements, the charges were overstated by Declarant by an amount in excess of five percent (5%) of the actual costs, then Declarant shall pay to Owner the reasonable cost of such audit, not to exceed \$3,000.00.

## ARTICLE VI IMPROVEMENTS; MAINTENANCE OF IMPROVEMENTS; DAMAGE TO IMPROVEMENTS

### Section 6.1 **Initial Construction, Alterations, and Additions.**

(a) Prior to the commencement of construction of any improvement on any Parcel (an "**Improvement**"), each Owner shall submit to Declarant, for Declarant's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, Owner's site and building plans, including, but not limited to Owner's exterior elevations, site & civil plans, landscaping and irrigation plans, sign specifications, indicating the building and other Improvements to be constructed on any part of the Property (the "**Improvement Plans**"). Any proposed changes to the Improvement Plans required by the Declarant shall not cause an Owner to change such Owner's brand. Each Owner shall design, construct, and maintain all Improvements in accordance with the approved Improvement Plans, which said Improvement Plans shall include the following: (A) all utilities serving such real property must be extended entirely under-ground and there shall be no lines, services, poles (excluding those light poles and utility poles existing or subsequently installed by a local utility provider within existing utility easements), wires or other utility facilities, which shall be constructed or permitted to remain above ground level except for situations specifically allowed by Declarant in writing or temporary overhead utility lines utilized by Owner solely during the construction or re-construction of any Improvements on any Parcel, (B) subject to screening as required herein, utility meters, generators, transformers, heating, ventilating and air conditioning equipment and any other equipment or similar external components of mechanical systems necessary to provide any utility services to any Improvements on any Parcel, (C) manholes and manhole covers, (D) storm drainage inlets, (E) exterior lighting (on building and in the parking lot), (F) sufficient irrigation systems, (G) decorative screening and/or landscaping shall be provided as necessary in order to obscure from public view all meters, transformers, Dumpster Areas, loading and service





areas, mechanical and electrical equipment, storage facilities and bins, and other building appurtenances which may be aesthetically undesirable. All landscaping, parking areas and associated parking lot lighting shall be consistent with existing improvements with metering, monitoring and control directly to the respective Owner. Appropriate screening shall be provided to screen roof-mounted equipment, roof vents and other appurtenances from public view from pedestrian and vehicular traffic. All Parcel Improvements shall comply with Shelby County requirements and Architectural Review (as directed by Declarant), and Declarant shall have the right to require that all Improvements, including hardscaping and landscaping, within the Property be aesthetically similar. Once the Improvement Plans have been approved by Declarant, Owner shall proceed diligently to construct and install, at its sole cost, the Improvements in strict accordance with the approved Improvement Plans. Thereafter, Owner shall not make any material modifications, alterations, deletions or additions to the Property or other improvements (other than as shown on the approved Improvements Plans) without Declarant's prior written approval, provided Declarant's consent shall not be required for changes and alterations so long as (1) the building footprint and exterior will not be changed (whether by an increase in size or a re-configuration), and (2) the alterations and/or changes otherwise comply with the terms, conditions and restrictions set forth in this Declaration. In the event an approval is required, Declarant shall not unreasonably condition, withhold, or delay its approval. Any subsequent alterations or additions to each Owner's Improvements shall be subject to Declarant's review and approval in accordance with the foregoing.

(b) **Architectural Review.** All Improvements shall be reviewed to assure architectural quality and consistency within the Development per the Declarant. Review of plans (after initial Improvements are completed) will carry a charge by the Declarant of \$500.

Section 6.2 **Maintenance of Improvements.** All buildings, whether occupied or unoccupied, and any other Improvements placed on a Parcel shall at all times be maintained in a condition commensurate with all other improvements on the Property and state of repair, normal wear and tear excepted, and in such condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on-such Parcel or the accumulation of rubbish or debris thereon. In no event shall any building be boarded up. Declarant reserves for itself the right, after thirty (30) days' notice to any Owner of a Parcel, to enter upon such Parcel with such equipment and devices as may be necessary for the purpose of (i) repairing or restoring Improvements or exterior lighting, or (ii) removing, clearing, trash which in the opinion of Declarant detracts from the overall beauty and safety of the Property, or (iii) performing any other obligation of an Owner under this Declaration which obligation such Owner has failed to perform. Declarant may charge the Owner for cost of work performed plus a reasonable fee, up to 10% of actual costs, for such services, which charge shall constitute a lien upon such building which shall accrue interest at the highest rate permitted by Alabama law, provided, however, that the provisions of this section shall not be construed as an obligation on the part of Declarant to provide garbage or trash removal services or to perform any other obligation of an Owner.

Section 6.3 **Casualty and Condemnation.**

(a) In the event any Improvements are damaged by fire or other casualty (whether insured or not), such Owner shall promptly remove the debris resulting from such event and provide a sight barrier and within a reasonable time thereafter shall either (i) repair



or restore such Improvements so damaged, such repair or restoration to be performed in accordance with the provisions of these Covenants; (ii) erect other building improvements in such location, in accordance with plans and specifications subject to Declarant's approval as set forth herein; or (iii) demolish such Improvements and restore the area to an attractive condition. Each Owner shall have the option to choose which of the foregoing alternatives to perform, but shall be obligated to perform one of such alternatives and shall give notice to Declarant within one hundred twenty (120) days from the date of such casualty of which alternative such Owner has selected and shall commence performance of such alternative within one hundred eighty (180) days from the date of such casualty and, thereafter, continually and diligently pursue such alternative to completion.

(b) In the event of a taking of a portion of an Owner's building by right of eminent domain or sale in lieu thereof that results in a loss of all or any portion of the Improvements thereto, such Owner shall, within ninety (90) days of such taking or sale in lieu thereof, restore such Improvements as nearly as possible to the condition existing prior to the taking or sale in lieu thereof.

## ARTICLE VII INDEMNITY

Section 7.1 **Indemnity.** Each Owner shall indemnify and save Declarant, and Declarant's employees, members, managers, tenants and agents harmless from and against any and all claims and demands (except such as result from the negligence of Declarant, or their agents, contractors, servants or employees, as the case may be) for, or in connection with any accident, injury, or damage whatsoever caused to any person or property arising solely from the negligence of the Owner. The Declarant shall indemnify and save each Owner and each Owner's employees, members, managers, tenants and agents harmless from and against any and all claims and demands (except such as result from the negligence of an Owner or their agents, contractors, servants or employees, as the case may be) for, or in connection with any accident, injury, or damage whatsoever caused to any person or property arising solely from the negligence of the Declarant.

## ARTICLE VIII INSURANCE

Section 8.1 **Liability Insurance.** Each Owner shall maintain, or cause to be maintained, a comprehensive general liability insurance policy with respect to such Owner's Parcel and such Owner's rights in and to the Common Areas in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The obligation to maintain the policy shall begin on the date that such Owner acquires title to its Parcel and shall extend throughout the time that such Owner owns its Parcel. The policy shall insure Declarant and Association as additional insured in connection with any bodily injury, death, or property damage or destruction caused by Owner, its tenants, licensees, invitees, patrons, or guests, occurring in the Common Areas. The Association shall maintain a liability policy with respect to the Common Areas in an amount equal to that maintained with respect to properties similar to the Development, such cost to be annually paid by the Development Parcel Owners in equal shares as per the annual budget. The Association's policy shall insure Development Parcel Owners as additional insured in connection with any bodily injury, death, or property damage or destruction caused by any Owner, its tenants, licensees, invitees, patrons, or guests, occurring in the Common Areas.



Section 8.2 **Property Insurance.** Each Owner shall carry, or caused to be carried, a Cause of Loss-Special ("All Risk") insurance policy with respect to such Owner's building and improvements. The coverage limits shall not be less than a reasonable estimate of the cost of replacing the building and Improvements (excluding footers and foundations). Owners shall provide evidence hereof on an annual basis.

Section 8.3 **General Clauses Concerning Insurance.** Each insurance policy carried pursuant to the foregoing provisions shall be issued by an insurance company that is rated as A- or better by A. M. Best Company. Such insurance may be included in general coverage under policies which also include the coverage of other property in which an Owner has an insurable interest. A copy of each such insurance policy or a certificate with respect to the policy shall be delivered to Declarant annually or upon written request.

Section 8.4 **Force Placed Insurance.** If an Owner fails to obtain any or all of the insurance coverage required by this Article VIII, Declarant may, but shall not be obligated to, obtain such insurance on behalf of the Owner at reasonable and customary cost, and the Owner shall be required to reimburse the Declarant within fifteen (15) days of notice from the Declarant to the Owner that such insurance premium has been paid by the Declarant or is owed to the insurance company. Otherwise, such amounts shall carry Default Rates until repaid.

## ARTICLE IX GENERAL COVENANTS AND RESTRICTIONS

Section 9.1 **Garbage, Trash and Refuse.** No refuse, garbage, trash, lumber or metal (except building materials during the course of construction of any approved Improvement); and no grass, shrub or tree clippings; and no plant waste, compost, bulk materials or debris of any kind shall be kept, stored or allowed to accumulate on any Parcel except within an enclosed structure or container approved by the Declarant or unless appropriately screened from view in a manner acceptable to the Declarant, except that any refuse container containing such materials and approved by the Declarant may be placed outside at such times as may be reasonably necessary to permit garbage or trash pickup. Each Owner further agrees to store all trash and garbage in adequate containers, to locate such containers on designated pads with enclosures so that they are not readily visible, to keep such containers and Dumpster Areas in good repair, clean condition with efforts to minimize odor therefrom (specifically having hot water to the Dumpster Areas and drainage to allow regular cleaning), and to arrange for regular removal of such trash or garbage. Each Owner is directly responsible for their own Dumpster Area, maintenance thereof and regular garbage service. If Parcel's share a Dumpster Area they should arrange an agreement as to the installation, maintenance and service thereof unless provided for herein

Section 9.2 **Parking Lots.** While all parking lots are for cross-parking between the various Parcels, each Owner of a Parcel may designate up to 2 spaces per 1,000 square feet of building area for designated parking. Each Owner, in good faith and subject to availability, will make sure that all employee parking is handled on its own Parcel (or off-site if necessary or in such areas designated for employees).

Section 9.3 **Landscaping.** All Owners will install their landscaping per approved plans by the Declarant. The irrigation system will be metered to the Association and it and the landscaping shall be maintained by the Association.



Section 9.4 **Temporary Structures.** No tent, shack or temporary structure, building, garage or trailer shall be placed upon any Parcel except with the prior written consent of the Declarant obtained in each instance. The preceding sentence shall not apply to construction activities conducted in accordance with the reasonable requirements of the Declarant and shall not prevent customary outdoor displays.

Section 9.5 **Antennas, Aerials and Dishes.** No exterior radio antenna or aerial, television antenna, aerial dish or similar facility of any type shall be erected or maintained in the Property (specifically including any Parcel) without the prior written approval of the Declarant of the location of and screening for any such object.

Section 9.6 **Connection Points for Utility Service Lines.** Owners agree to connect utility service lines (including, but not limited to, gas, water, sewer and electricity) at points mutually determined by Declarant and Owner.

## ARTICLE X OWNER'S ASSOCIATION

Section 10.1 **Owner's Association.** Upon or at any time prior to Declarant's sale of all of the Property, Declarant, at its sole option, will cause an owner's association (the "**Owner's Association**") to be formed solely for the management of the Common Areas and ultimate position of Declarant. The members of such Owner's Association shall consist of all Owners of a Development Parcel. Such Owner's Association shall be governed by a Board of Directors which shall be elected by the Owners and shall include one representative from each Parcel. Each Owner shall be entitled to one vote in the Owner's Association in accordance with the Bylaws of the Association for matters of the Owner's Association and all matters shall be determined by majority vote except for an amendment to this Declaration or termination of this Declaration following the Initial Term of this Declaration, which shall require an affirmative vote of the Owners holding at least seventy-five percent (75%) of the votes in the Association. Declarant shall have the right to transfer to the Owner's Association all of Declarant's rights and obligations under this Declaration with respect to the Common Areas, including but not limited to Declarant's rights to enforce the terms and conditions of this Declaration and Declarant's obligations to maintain the Parcel's Common Areas should an Owner default. Upon such transfer, the Owner's Association shall have the right to enact such commercially reasonable rules and regulations governing the Property as will assist all Owners in the orderly operation and preservation of the value of their properties, including but not limited to the following: (a) designation of an architectural review committee to oversee the character and quality of Improvements to be constructed, repaired or re-built; (b) provide for liens against the Parcels to assure compliance with the terms and provisions hereof; provided that such liens shall be subordinate to the liens of any first or second mortgage; (c) elect a board of directors for the Owner's Association; (d) enact rules and regulations concerning rebuilding Improvements on the properties after casualty or condemnation; (e) hire a third party management company to manage the affairs of the Association; (f) pay expense of the Association; and (g) provide for the enforceability of the rules and regulations by all Owners. Each Owner shall take such further actions and execute such further documents as are necessary to effect the formation of the Owner's Association and the enforceability of rules and regulations promulgated by the Owner's Association. Notwithstanding anything contained herein to the contrary, LME Properties, LLC shall have the right to control the architectural review committee for so long as it owns any portion of the Property.





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## ARTICLE XI DEFAULT AND REMEDIES

### Section 11.1 **Default & Remedies.**

(a) If an Owner fails to comply with any provision of this Declaration, then Declarant may, upon thirty (30) days prior written notice, proceed to cure the default (and shall have a license to do so) by the payment of money or performance of some other action for the account of such Owner. The foregoing right to cure shall not be exercised if within the thirty (30) day notice period (i) Owner cures the default, or (ii) if the default cannot reasonably be cured within said 30-day period but Owner begins to cure such default within such 30-day time period and diligently pursues such action to completion. The thirty (30) day notice period shall not be required if, using reasonable judgment, Declarant deems that an emergency exists which requires immediate attention. In the event of such an emergency, Declarant shall give whatever notice to the Owner as reasonable under the circumstances.

(b) Within fifteen (15) business days of written demand (including providing copies of invoices reflecting costs plus allowed fees for administration or third-party engagement), the defaulting Owner shall reimburse Declarant for any sum reasonably expended by Declarant to cure the default, together with Default Rate Interest thereon until paid plus a Default Penalty. If such amount is not paid within sixty (60) days following demand, it shall, together with interest thereon and costs of collection thereof, become a continuing lien on the Parcel, which shall bind such property until such amount is paid (including default interest accrued monthly through payment is received), at which time Declarant will record a release of such lien after written request by Owner.

(c) In the event any Owner or Declarant shall institute any action, arbitration or proceeding against another Owner or the Declarant relating to the provisions of this Declaration, the unsuccessful litigant in such action, arbitration, or proceeding shall reimburse the successful litigant therein for costs and expenses incurred by the successful litigant in connection with such action or proceeding and any appeals therefrom, including reasonable attorneys' fees and court costs.

(d) All remedies are cumulative and shall be deemed additional to any and all other remedies to which each party may be entitled in law or in equity. Each party shall also have the right to restrain by injunction any violation or threatened violation by any other party of any of the terms, covenants, or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

## ARTICLE XII GENERAL

Section 12.1 **Grantee's Acceptance.** The grantee of any Parcel encumbered by 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 purpose thereof, whether from Declarant or a subsequent owner of such Parcel, shall





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accept such deed or other contract upon and subject to each and all of the provisions of this Declaration herein contained.

Section 12.2 **Notice.** Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon any Owner shall be in writing and shall be deemed to have been duly served on the date it is personally delivered (including but not limited to delivery by courier or by expedited delivery service such as but not limited to Federal Express) or, if mailed, on the date of confirmed receipt, sent by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to such Owner at the address given by such Owner to Declarant for the purpose of service of notices, or to the address to which the ad valorem tax bills for such Owner are mailed if no such address has been given to Declarant. Any Owner may change the address for service of notice by ten (10) days' prior written notice to Declarant setting forth the change in the address. Any notice or other instrument required or permitted to be given or delivered under the terms of this Declaration shall be addressed to Declarant as follows:

IF TO DECLARANT:

LME Properties, LLC  
215 Narrows Parkway Suite C  
Birmingham, AL 35242  
Attn: David Brady

Section 12.3 **Enforcement.** This Declaration shall be (i) enforceable in any court of competent jurisdiction by way of damages and injunctive relief by Declarant, its successors and assigns and (ii) governed by the laws of the State of Alabama.

Section 12.4 **Notification of Development Parcel Owners.** Upon the sale of each Parcel by Declarant or by and Owner, notice shall be given to all existing Owners providing the name of the new Parcel Owner and the New Parcel Owner's contact information. Further, the new Parcel Owner will be provided contact information for all existing Parcel Owners.

Section 12.5 **Estoppel Certificate.** Each Owner agrees that upon written request (which shall not be more frequent than three (3) times during any calendar year) of any other Owner, it will issue within fifteen (15) business days after receipt of such request to such Owner, or its prospective mortgagee or successor, an estoppel certificate stating to the best of the issuer's knowledge as of such date:

- (a) Whether it knows of any default under this Declaration by the requesting Owner, and if there are known defaults, specifying the nature thereof in reasonable detail.
- (b) Whether this Declaration been assigned, modified or amended in any way by it and if so, then stating the nature thereof in reasonable detail.
- (c) Whether this Declaration is in full force and effect.

Such estoppel certificate shall act to estop the issuer from asserting a claim or defense against a bona fide encumbrancer or purchaser for value to the extent that such claim or defense is based upon facts known to the issuer as of the date of the estoppel certificate which are contrary to the facts contained therein, and such bona fide purchaser or encumbrancer has acted in reasonable reliance on such estoppel certificate without knowledge of facts to the contrary. The issuance of



an estoppel certificate shall in no event subject the issuer to any liability for the negligent or inadvertent failure of the issuer to disclose correct or relevant information.

Section 12.6 **Term.** This Declaration shall be effective as of the date first above written and shall continue for twenty (20) years (the "**Initial Term**"). Thereafter, this Declaration shall automatically renew for successive five (5) year terms unless seventy-five percent (75%) of the Parcel Owners vote to terminate the Covenants during the fifth (5th) year of a renewal term.

Section 12.7 **Severability.** Invalidity of any one or more of the provisions of this Declaration 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.

Section 12.8 **Modification.** This Declaration may be modified or amended in whole or in part only with the written consent of the Owner and by a written and recorded instrument recorded in said public records and signed by Declarant, during such time as the Declarant owns a Lot. Thereafter, the Declaration may be modified or amended in whole or in part upon the vote of at least two-thirds (2/3) of the Owners from time to time.

Section 12.9 **Waiver of Trial by Jury.** EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING TO IN ANY WAY TO THIS AGREEMENT OR ANY OF THE DOCUMENTS EXECUTED IN CONNECTION HERewith, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING.

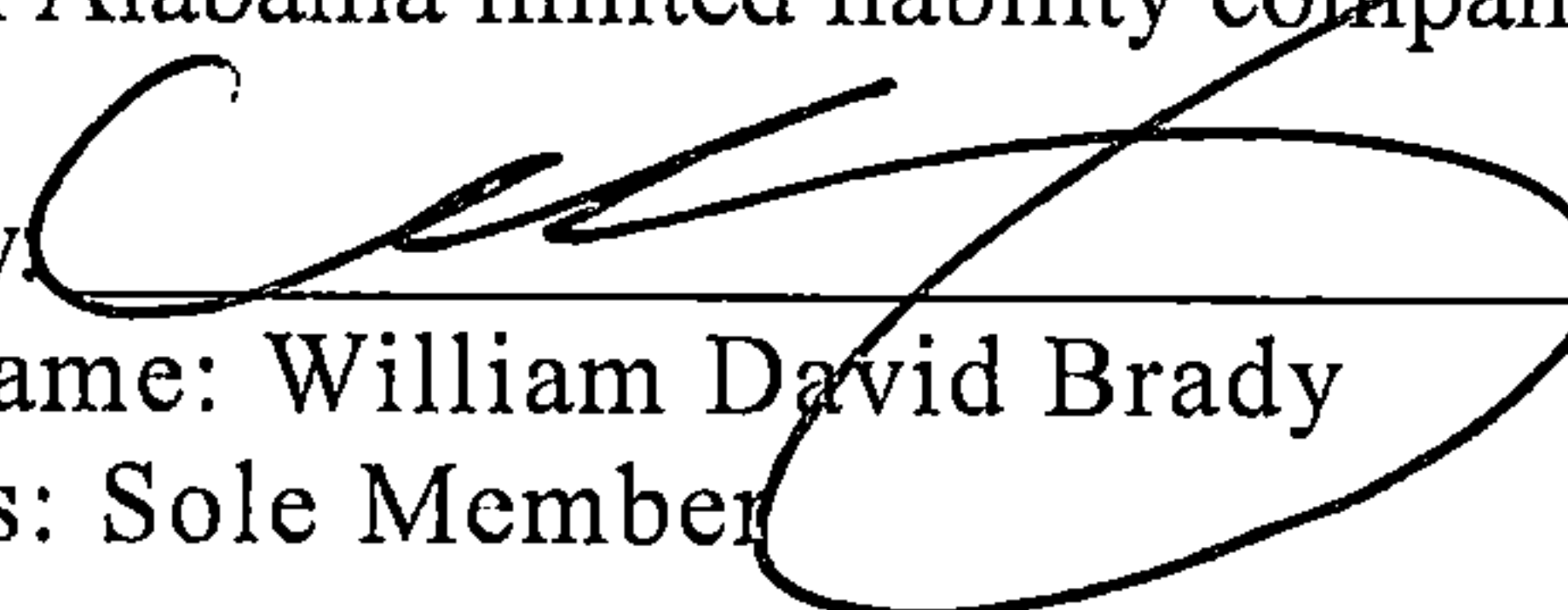
[Signature page follows.]



IN WETNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer on this 30th day of April, 2025.

DECLARANT:

LME PROPERTIES, LLC  
an Alabama limited liability company

By:   
Name: William David Brady  
Its: Sole Member

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William David Brady, whose name as the Member of LME Properties, 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, in his capacity, as such Sole Member and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same hears date.

Given tinder my hand this the 30th day of April, 2025.

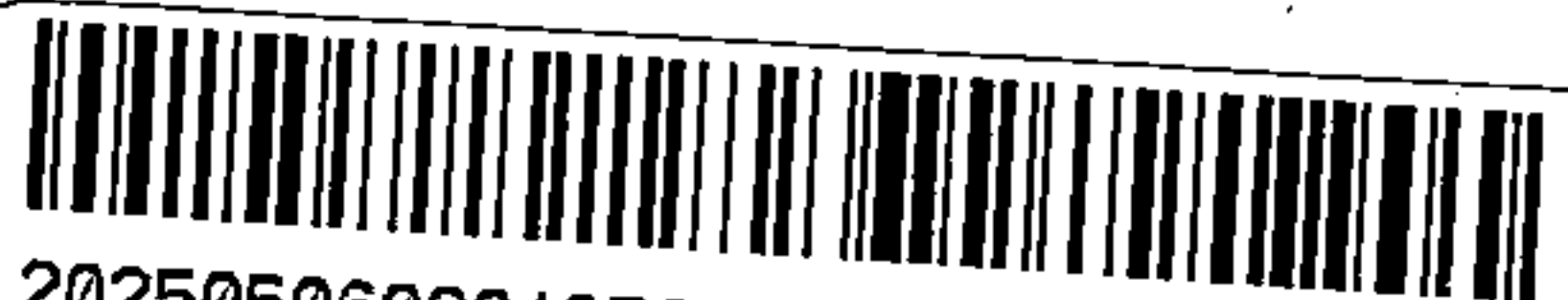
[SEAL]



  
NOTARY PUBLIC

My Commission Expires: 06/02/2027



  
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**Exhibit A**

**Legal Description of Property**

Lots 4AA, 4BB and 4CC, according to the Re-Subdivision No. 3 of Lot 4 of the Narrows Commercial Subdivision Sector 1, as recorded in Map Book 53, Page 91, in the Probate Office of Shelby County, Alabama



**Exhibit B**  
**The Plot Plan**



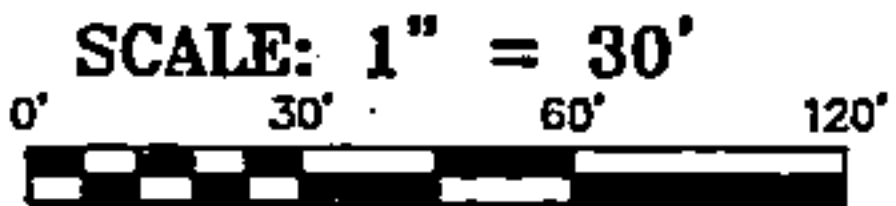
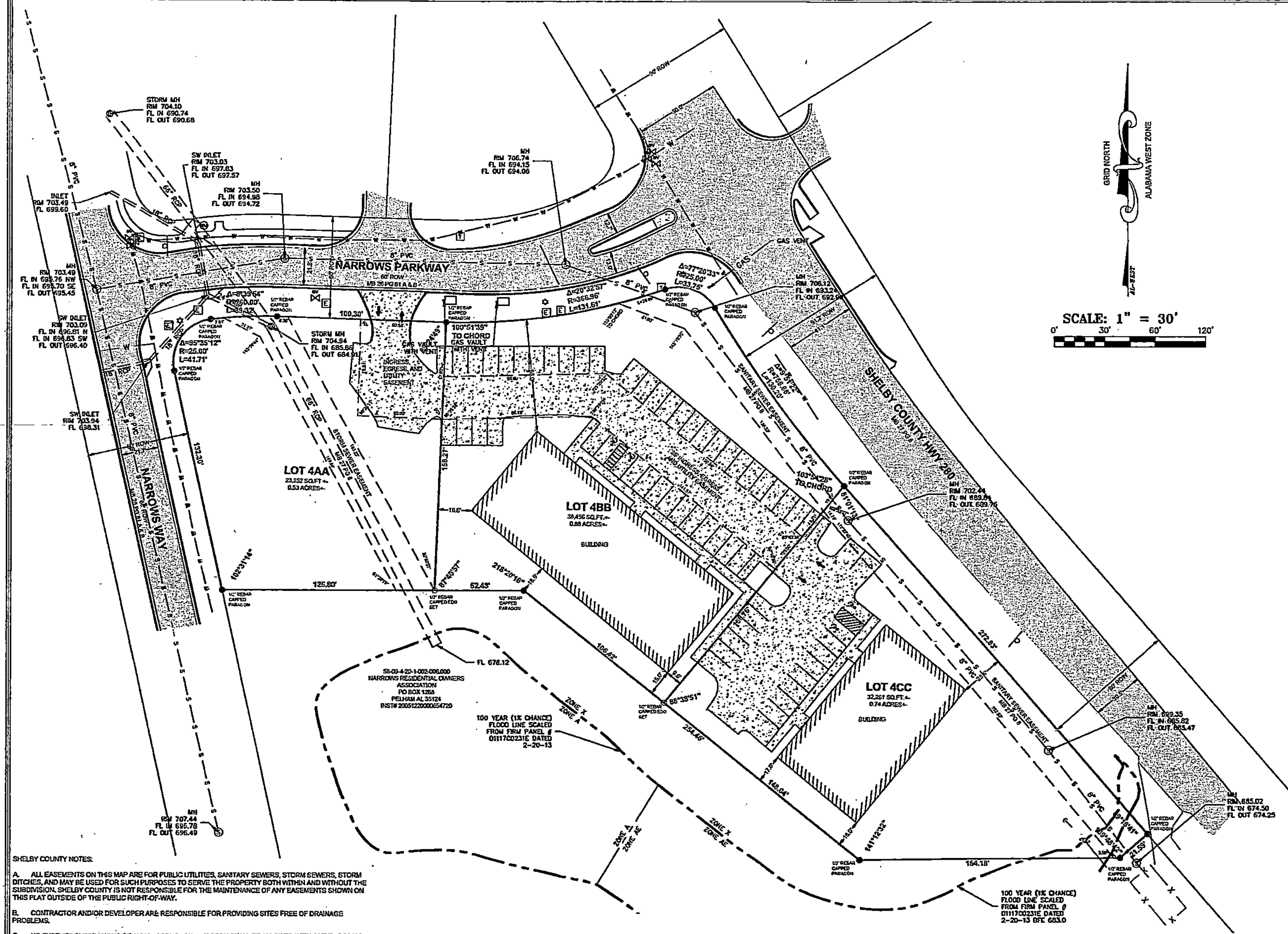
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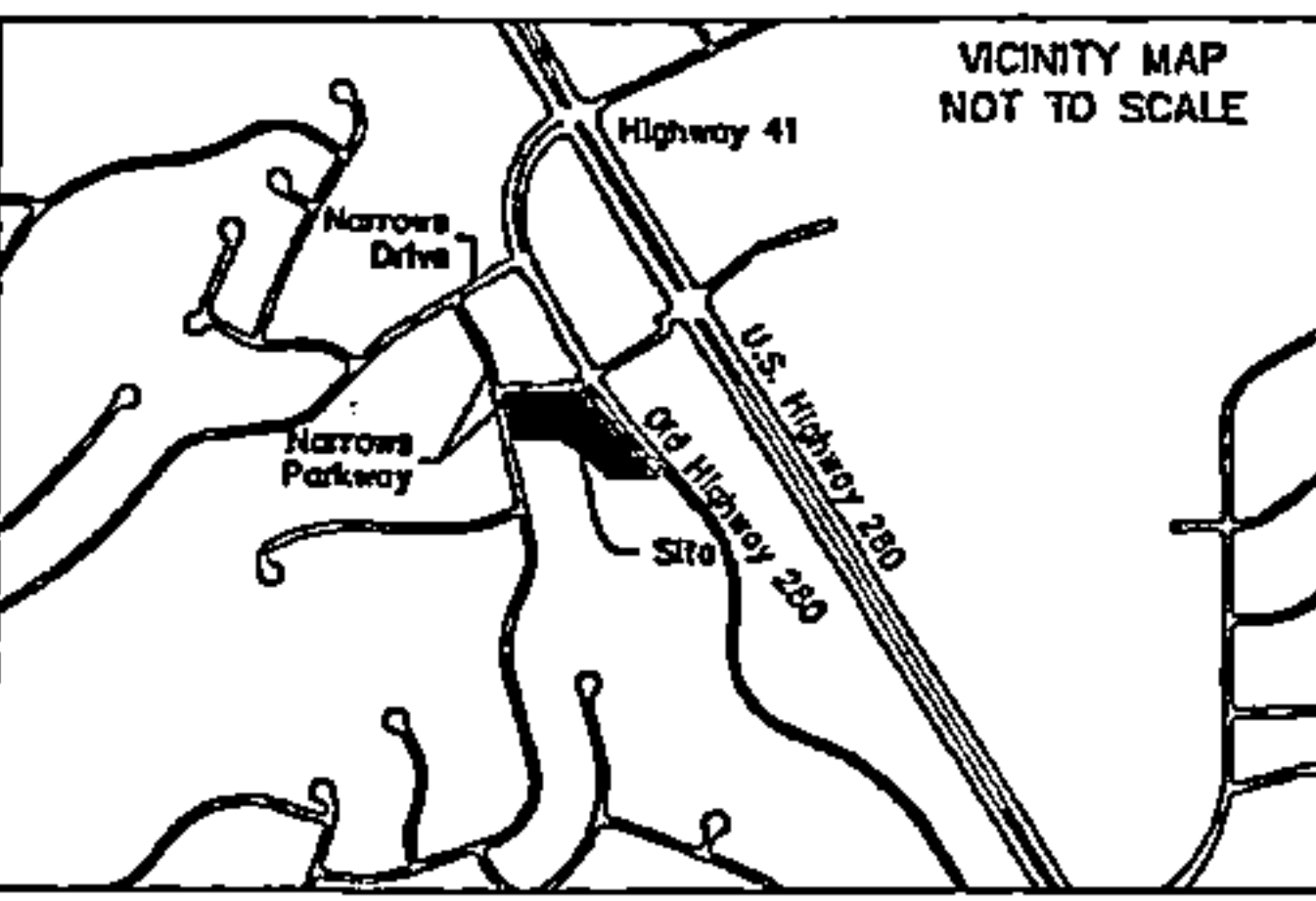


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**PLOT PLAN**  
**RESURVEY NO. 3 OF LOT 4 OF**  
**THE NARROWS COMMERCIAL**  
**SUBDIVISION SECTOR 1**  
2.16 ACRES +/- UN-ZONED  
Being a resurvey of Resurvey No. 2 of Lot 4 of The Narrows Commercial Subdivision Sector 1 as recorded in Map Book 45 Page 10 in the Office of the Judge of Probate in Shelby County, Alabama. A commercial subdivision situated in the NE 1/4 Section 20, Township 19 South, Range 1 West, Shelby County, Alabama.  
THE PURPOSE OF THIS SUBDIVISION IS TO PROVIDE 3 COMMERCIAL LOTS.  
OWNER: LME PROPERTIES, LLC  
215 NARROWS PARKWAY SUITE C  
BIRMINGHAM, AL 35242  
DAVID BRADY (205) 880-2877  
SURVEYOR: ENGINEERING DESIGN GROUP LLC  
420 BISHOP CIRCLE  
PELHAM, AL 35124  
(205) 403-9159



- SHELBY COUNTY NOTES:
- A. ALL EASEMENTS ON THIS MAP ARE FOR PUBLIC UTILITIES, SANITARY SEWERS, STORM SEWERS, STORM DITCHES, AND MAY BE USED FOR SUCH PURPOSES TO SERVE THE PROPERTY BOTH WITHIN AND WITHOUT THE SUBDIVISION. SHELBY COUNTY IS NOT RESPONSIBLE FOR THE MAINTENANCE OF ANY EASEMENTS SHOWN ON THIS PLAT OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.
  - B. CONTRACTOR AND/OR DEVELOPER ARE RESPONSIBLE FOR PROVIDING SITES FREE OF DRAINAGE PROBLEMS.
  - C. NO FURTHER SUBDIVISIONS OF ANY PARCEL SHOWN HEREON SHALL BE ALLOWED WITH OUT THE PRIOR APPROVAL OF THE SHELBY COUNTY PLANNING COMMISSION.
  - D. DRIVEWAYS SHALL BE RESTRICTED TO THE LOCATIONS AS SHOWN ON THIS PLAT. DRIVEWAY ACCESS PERMIT REQUIRED PRIOR TO INSTALLATION OF DRIVEWAY(S). CONTACT THE SHELBY COUNTY HIGHWAY DEPARTMENT AT 669-3880 TO OBTAIN ACCESS PERMIT.
  - E. THIS ENTIRE PROPERTY IS LOCATED IN FLOOD ZONE AE AND X AS SHOWN ON THE LATEST FEDERAL INSURANCE RATE MAPS (PANEL NUMBER 011702231E), DATED FEBRUARY 29, 2013.
  - F. MAINTENANCE OF DETENTION PONDS AND ALL ASSOCIATED STRUCTURES AND APPURTENANCES ARE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
  - G. ANY CONSTRUCTION OR ENCROACHMENT IN A DESIGNATED FLOOD PLAIN MUST COMPLY WITH THE SHELBY COUNTY FLOOD DAMAGE PREVENTION ORDINANCE.
  - H. NO ENCROACHMENTS, INCLUDING STRUCTURES OF FILL MATERIAL, SHALL BE PLACED WITHIN A DESIGNATED FLOOD PLAIN UNLESS AND UNTIL A FLOOD PLAIN DEVELOPMENT PERMIT HAS BEEN SUBMITTED AND APPROVED BY THE COUNTY ENGINEER. ALL DEVELOPMENT WITHIN A DESIGNATED FLOOD PLAIN MUST COMPLY WITH THE SHELBY COUNTY FLOOD DAMAGE PREVENTION ORDINANCE.
  - I. SHELBY COUNTY IS NOT NOW, NOR WILL BE IN THE FUTURE, RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE ROADS OR EASEMENTS SHOWN ON THIS PLAT.
  - J. SINK HOLE NOTES: THE SUBDIVISION SHOWN HEREON, INCLUDING LOTS AND STREETS, LIES IN AN AREA WHERE NATURAL LIME SINKS HAVE OCCURRED. LIME SINKS, AS LOCATED AND SHOWN ON THE PLAT, WERE FOUND BUT NOT REPAIRED, UNLESS OTHERWISE NOTED ON THE PLAT. SHELBY COUNTY, THE SHELBY COUNTY ENGINEER, THE SHELBY COUNTY PLANNING COMMISSION AND THE INDIVIDUAL MEMBERS THEREOF, AND ALL OTHER AGENTS, SERVANTS, OR EMPLOYEES OF SHELBY COUNTY, ALABAMA, MAKE NO REPRESENTATIONS WHATSOEVER THAT THE SUBDIVISION LOTS AND STREETS ARE SAFE OR SUITABLE FOR RESIDENTIAL CONSTRUCTION, OR FOR ANY OTHER PURPOSES WHATSOEVER.



RESURVEY NO. 3 OF LOT 4 OF THE NARROWS COMMERCIAL SUBDIVISION SECTOR 1, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA	RES
PROJECT NO.: 20250506000135610	DOWN BY: RHC
CAD FILE: 20250506000135610	CHECKED BY: RHC
TITLE: PLOT PLAN	PROJECT NO.: 20250506000135610
	CAD FILE: 20250506000135610
	SCALE: 1" = 30'

120 BISHOP CIRCLE, SUITE 300  
PELHAM, AL 35124  
TEL - (205) 403-9158  
FAX - (205) 403-9175

**ENGINEERING DESIGN GROUP, LLC**  
CIVIL ENGINEERING & LAND SURVEYING  
(205) 403-9158