

Prepared By:
Kaylin L. Hart
100 West Garden Street, Suite 200
Pensacola, Florida 32502

PARTIAL ASSIGNMENT OF DECLARANT’S RIGHTS
(Colonial Oaks Subdivision – Phase IV)

THIS PARTIAL ASSIGNMENT OF DECLARANT’S RIGHTS (this “Assignment”) is entered into as of the date fully executed below, by and between **RICKY PICKETT**, an individual (“Assignor”), and **ADAMS HOMES, LLC**, an Alabama limited liability company (“Assignee”) (collectively, the “Parties”), with reference to the following facts:

RECITALS

WHEREAS, Ricky Pickett is the current Declarant as stated in that certain Assignment of Developer Control Agreement recorded in Public Records of Shelby County, Alabama on November 9, 2016, with the Instrument Number of 20161109000413490, as the term “Declarant” is described in the Colonial Oaks Subdivision Phase One Amended and Restated Declaration of Protective Covenants, Restrictions, Easements, Rights and Liens, recorded in the Public Records of Shelby County, Alabama, on June 18, 2008, with the Instrument Number 20080618000249120; as amended by that certain Second Amendment to Colonial Oaks Subdivision Phase One Declaration of Protective Covenant, Restrictions, Easement, Rights, and Liens, recorded in the Public Records of Shelby County, Alabama on November 9, 2016, with the Instrument Number 20161109000413500; as further amended by that certain Supplement Declaration of Protective Covenants, Restrictions, Easements, Rights, and Liens for Colonial Oaks Subdivision, recorded in the Public Records of Shelby County, Alabama, on October 5, 2020 with the Instrument Number 20201005000448810; and as further amended by that certain Supplemental Declaration to Colonial Oaks Subdivision Phase One Amended and Restated Declaration of Protective Covenants, Restrictions, Easements, Rights and Liens, recorded in the Public Records of Shelby County, Alabama, on the 8th day of July 2025, with the Instrument Number 20250708000205470 (the “Declaration”);

WHEREAS, Assignee has or will purchase lots 78 through 85 inclusive, in the Colonial Oaks Phase IV subdivision, according to the map or plat thereof as recorded the Public Records of Shelby County, Alabama, Map 59, Page 80; (the “Lots”); and

Assignee Initials _____
Assignor Initials R.P.

WHEREAS, the Assignor represents and warrants that Assignor has not assigned or pledged such Declarant's rights to any other party and that Assignor's rights as Declarant have not been refuted or challenged by any party; and

WHEREAS, the Assignor desires to hereby transfer and assign to Assignee, and Assignee desires to hereby acquire Declarant's rights under the Declaration as such relates to the Lots, conditioned on the terms herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Parties agree and confirm that the above-stated recitals are true and correct and are hereby incorporated by reference herein. All capitalized terms contained in this Assignment, to the extent not otherwise defined herein, shall have the same meaning as such terms defined by the Declaration.

2. Assignor hereby transfers, quit claims, and assigns, to Assignee, without representation or warranty, Assignor's rights as Declarant, under the Declaration, as to the Lots, to be effective upon recordation of this Assignment.

3. Assignee hereby accepts the assignment of rights as Declarant under the Declaration, but does not assume any obligations or liabilities under the Declaration.

4. Assignor and Assignee agree that the rights granted to Assignee under this Assignment shall not be deemed an assumption, in part or in whole, by Assignee of Assignor's obligations, responsibilities, or liabilities (collectively "the Obligations") under the Declaration as Declarant or as Developer of the property and Assignor retains the Obligations.

5. This Assignment shall only be revoked with Assignee's written consent.

[Signatures on the Following Pages]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the last date set forth below.

Signed, sealed and delivered
in the presence of:

ASSIGNOR:
RICKY PICKETT,
an Individual

Zada Moss
Print Name: Zada Moss
Address: 132 Crisfield Cir Alapaster AL 35007

By: Ricky Pickett
Print Name: Ricky Pickett
Date: 7-2-25

Melissa F. Harris
Print Name: Melissa F. Harris
Address: 540 18th St Columb AL 35040

STATE OF Alabama
COUNTY OF Shelby

I, Rebecca Turner, the undersigned Notary Public, in and for said State and County, hereby certify that Ricky Pickett, signed his name to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, executed the same voluntarily.

Given under my hand and notarial seal on this the 2nd day of July, 2025.



Rebecca Turner
NOTARY PUBLIC
My Commission Expires:

MY COMMISSION EXPIRES NOVEMBER 14, 2027

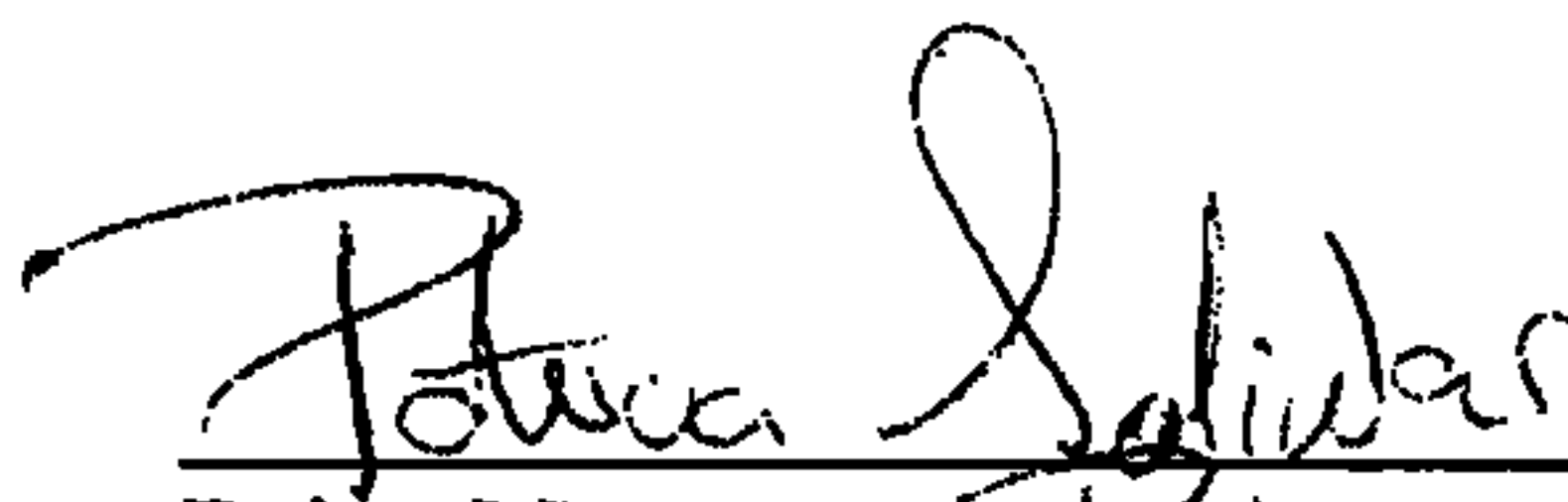
*[Signature page for Partial Assignment of Declarant's Rights –
Colonial Oaks Phase IV Subdivision]*

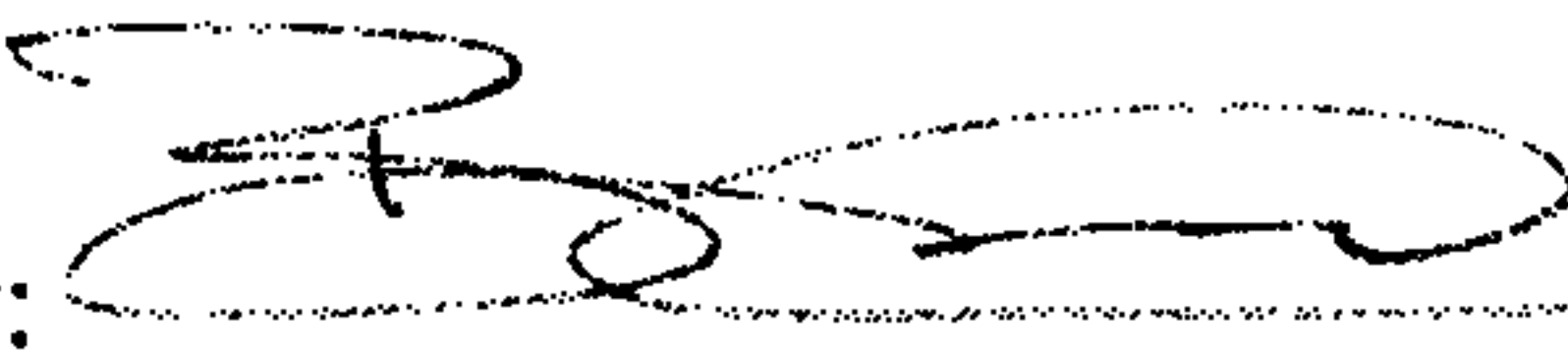
Assignee Initials _____
Assignor Initials R.P.

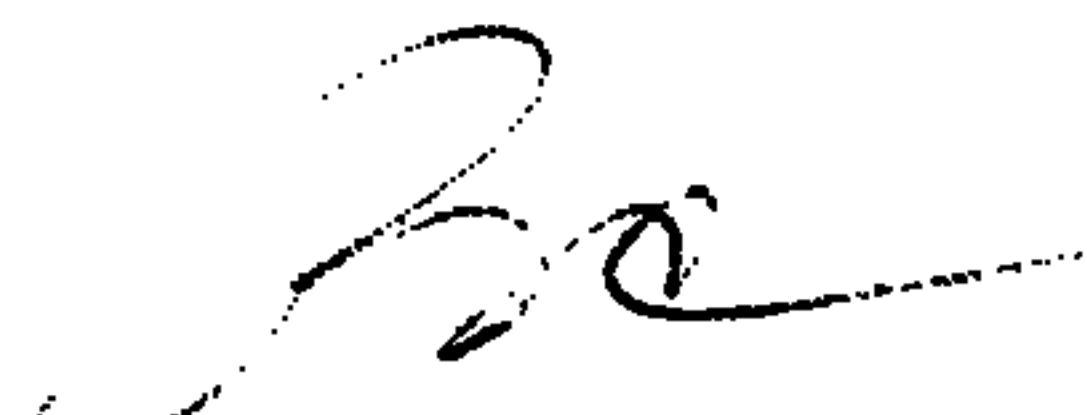
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of last date set forth below.

Signed, sealed and delivered
in the presence of:

ASSIGNEE:
ADAMS HOMES, LLC,
an Alabama limited liability company.


Print Name: Patricia Galindo
Address: 36 S. Spring St., Pensacola, FL 32502

By: 
Print Name: William Bryan Adams
Title: Manager
Date: 7.7.2025


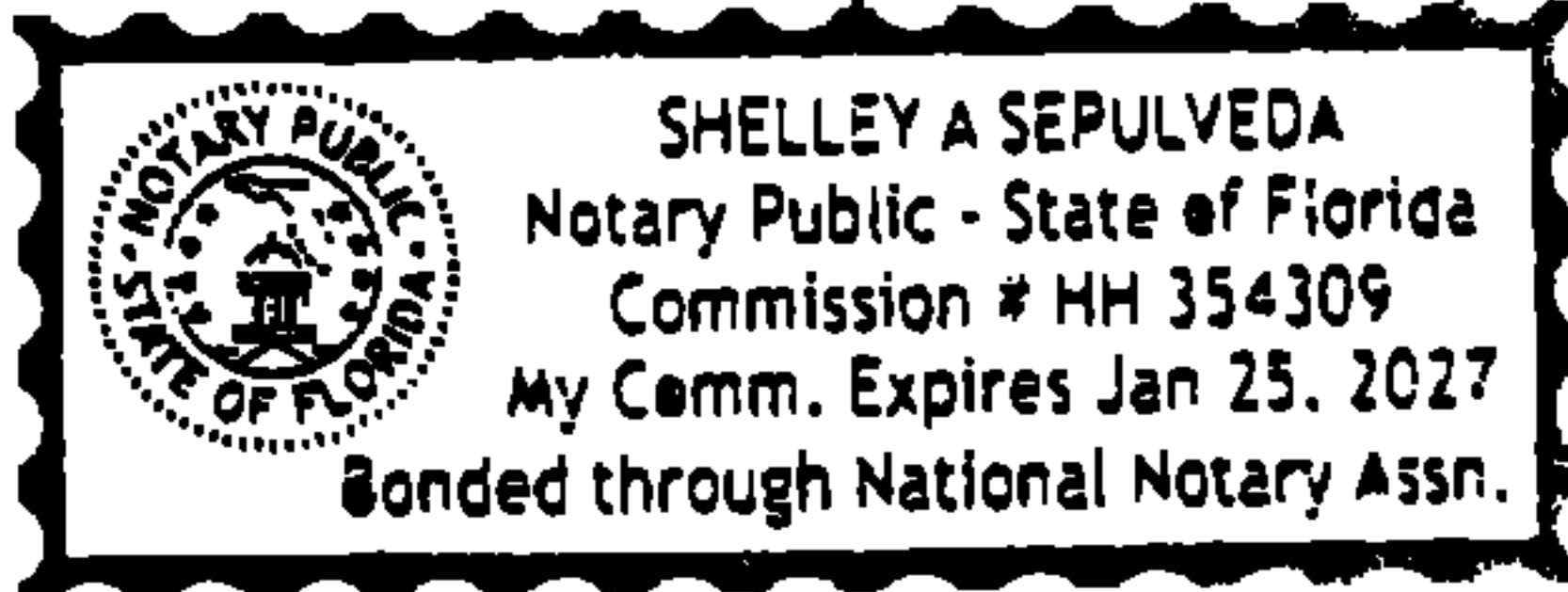

Print Name: REBECCA E. KATES
Address: 30 S. Spring St., Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I, SHELLEY A. SEPULVEDA, the undersigned Notary Public, in and for said State and County, hereby certify that William Bryan Adams, signed his name to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of this 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 and notarial seal on this the 8 day of July, 2025.

(Seal)


NOTARY PUBLIC
My Commission Expires: 1.25.2027


[Signature page for Partial Assignment of Declarant's Rights –
Colonial Oaks Phase IV Subdivision]

Assignee Initials _____
Assignor Initials _____



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/09/2025 08:11:21 AM
\$34.00 KELSEY
20250709000206460

