

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

**PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS
(Colonial Oaks Subdivision)**

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 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, Easements, 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; 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 July 8, 2025, with the Instrument Number 20250708000205470; 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 9th day of January 2026, with the Instrument Number 20260109000007790 (collectively, the "Declaration");

WHEREAS, Assignee previously received a partial assignment of Declarant's rights for the lots purchased by Assignee, in the Colonial Oaks Phase IV subdivision, as described in the Partial Assignment of Declarant's Rights, recorded in the Public Records of Shelby County, Alabama on July 9, 2025, with the Instrument Number 2025709000206460 (the "Phase IV Assignment");

WHEREAS, Assignee has purchased lots in other phases of the Colonial Oaks subdivision, specifically in the Colonial Oaks Phase I subdivision, as described on the map or plat thereof as recorded in the Public Records of Shelby County, Alabama, Map Book 39, Page 45 with the Instrument Number 20071009000470720 (the "Phase I Lots"); the Colonial Oaks Phase II subdivision, as described on the map or plat thereof as recorded in the Public Records of Shelby County, Alabama, Map Book 53, Page 28 with the Instrument Number 20200922000424020 (the "Phase II Lots"); and the Colonial Oaks Phase III subdivision, as described on the map or plat thereof as recorded in the Public Records of Shelby County, Alabama, Map Book 57, Page 54 with the Instrument Number 20230201000026510 (the "Phase III Lots");

WHEREAS, Assignee will purchase lots in the Colonial Oaks Phase V subdivision, according to the map or plat thereof as recorded in the Public Records of Shelby County, Alabama, Map Book 62, Page 46 with the Instrument Number 20251118000353850 (the "Phase V Lots"); and

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

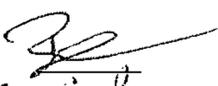
WHEREAS, the Assignor desires to hereby transfer and assign to Assignee, and Assignee desires to hereby acquire Declarant's rights under the Declaration as such relates to the Phase I Lots, the Phase II Lots, the Phase III Lots, and Phase V Lots, conditioned on the terms herein.

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 Phase I Lots, the Phase II Lots, the Phase III Lots and Phase V 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.

Assignee Initials 
Assignor Initials R.L.

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.

6. If any term or provision of this Assignment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms and provisions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

[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

Jerrica Fletcher
Print Name: Jerrica Fletcher
Address: 3150 Hwy 59
Prichard, AL 35124

By: Ricky Pickett
Print Name: Ricky Pickett
Date: 1-6-26

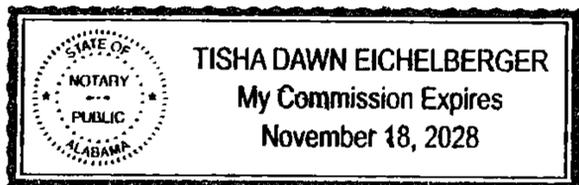
B. Christopher Battles

Print Name: B. Christopher Battles
Address: 3150 Hwy 59
Prichard, AL 35124

STATE OF Alabama
COUNTY OF Shelby

I, Tisha Dawn Eichelberger, 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 6 day of January, 2026.



(Seal)

Tisha Dawn Eichelberger
NOTARY PUBLIC
My Commission Expires: 11-18-2028

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

Assignee Initials RL
Assignor Initials R.P.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/13/2026 09:37:14 AM
\$40.00 JOANN
20260113000011320

Alvin S. Beryl

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.

Markita Weaver
Print Name: Markita Weaver
Address: _____

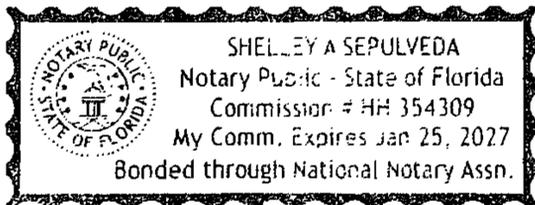
By: *[Signature]*
Print Name: William Bryan Adams
Title: Manager
Date: 1.11.2026

Olivia Bumpass
Print Name: Olivia Bumpass
Address: _____

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 12 day of January, 2026.



(Seal)

[Signature]
NOTARY PUBLIC
My Commission Expires: 1.25.2027

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

Assignee Initials *[Signature]*
Assignor Initials *[Signature]*