

STATE OF ALABAMA
COUNTY OF SHELBY

COVENANTS AND RESTRICTIONS

The undersigned, **John C Trimm and Laurie Trimm** (hereafter referred to as "**Owners**"), owns land in the subject Property, as evidenced by that certain Warranty Deeds recorded as **Instrument 2000-30836 and Instrument 20180719000257840** in the Office of the Judge of Probate of Shelby County Alabama, and more fully described herein as **Exhibit A** (the "**Property**") and does hereby adopt the following covenants and restrictions as to the use of said Property.

WHEREAS, the Owners desire to provide for the preservation and enhancement of the property values and the improvements thereon, and, for this reason, desires to subject the subject Property to the covenants and restrictions herein, each and all of which is and are for the benefit of such Property and Owner thereof.

NOW THEREFORE, KNOWN ALL MEN BY THESE PRESENTS that in considerations of the premises, said Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants and restrictions set forth below which shall run with the Property and be binding on all parties having any right, title or interest in the subject Property; their heirs, personal representatives, successors and assigns:

1. **FENCING:**

- a. A fence **may not** include: (a) any fence that creates a substantial risk of entrapment or impalement; (b) barbed wire.
 - i. The barbed wire restrictions under this section shall apply exclusively to fencing and/or gates along those boundary lines separating and shared by Parcel 1 and Parcel 2 in the survey attached hereto as **Exhibit B**. This restriction shall not apply to fencing along exterior boundary lines that do not separate Parcel 1 from Parcel 2, including but not limited to the eastern most, western most, and southern most boundary lines, of Parcel 1.
- b. Existing fences may be repaired, replaced, removed, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock.
- c. All fences must be maintained in good repair, continuous with no gaps, and with no open gates.
 - i. The restrictions under this section shall apply exclusively to fencing and/or gates along those boundary lines separating and shared by Parcel 1 and Parcel 2 in the survey attached hereto as **Exhibit B**. This restriction shall not apply to fencing along exterior boundary lines that do not separate Parcel 1 from Parcel 2, including but not limited to the eastern most, western most, and southern most boundary lines, of Parcel 1.

2. LAND USE:

- a. All homes and dwelling units on the Property must be of conventional construction or shall be modular homes which have an appearance substantially similar to site-built homes and are installed on permanent foundations. For the purposes of clarity, no home or dwelling unit shall be permitted which resembles a mobile home.
- b. The Property may be used for residential, agricultural and commercial purposes, however,
 - i. Commercial use may not include the following types of businesses:
 - a. Convenience Stores;
 - b. Storefront or other business open to the general public;
 - c. Alcohol and/or Tobacco Stores;
 - d. Mobile Home Sales and/or Mobile Home Rentals;
 - e. Automobile Sales/Rentals.
 - ii. Commercial use may include, but not limited to such agricultural pursuits as:
 - a. Hay Production;
 - b. Horse Boarding and Training;
 - c. Cattle Raising;
 - d. Personal Farming.
- c. Barn apartments are permitted and must be located within the confines of a barn or similar structures. The apartment shall be in compliance with any applicable state and county requirements.
- d. No noxious, offensive or unlawful activity or trade of any kind shall be carried on upon said Property or shall anything be done thereon which shall cause or may become an annoyance or nuisance to the neighboring Properties.
- e. The Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition.

3. GENERAL:

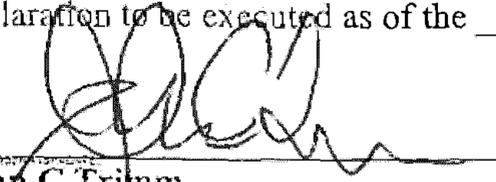
- a. Grantee's Acceptance: The grantee of any Property subject to these Covenants and Restrictions, by acceptance of the deed or other conveying an interest in or title to, or the execution of a contract for the sale thereof, whether from Owners or a subsequent owner of such Property, shall by deed or other contract upon and subject to each and all of the restrictions, conditions and protective covenants herein contained.
- b. Indemnity for Damages: Each and every Property Owner and future owner, in accepting a deed or contract for any parcel subject to these Restrictions, agrees to indemnify Owners for any damage caused by such by either contractor, agent or employees of such Owners, to roads, streets, gutters, or other aspects of public ways, including all surfacing thereon, or to water, storm sewer lines or sanitary sewer lines.
- c. Severability Each and every Property Owner and future owner, agrees the Restrictive Covenants are reasonable and valid in time and scope and in all other respects. The covenants set forth in this Agreement shall be considered and construed as separate and independent covenants. Should any part or provision of any covenant be held invalid, void or unenforceable in any court of competent jurisdiction, such invalidity, voidness or unenforceability shall not render invalid, void or unenforceable any other part or provision of this Agreement. If any portion of the foregoing provisions is found to be invalid or unenforceable by a court of competent jurisdiction because its duration, the territory, the definition of activities or the definition of information covered is considered to be invalid or unreasonable in scope, the invalid or unreasonable term shall be redefined, or a new enforceable term provided, such that the intent of any party agreeing to the provisions of this agreement will not be impaired and the provision in question shall be enforceable to the fullest extent of the applicable laws.

It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of twenty-five (25) years from Closing Date, at which time these covenants and restrictions shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the Property, it is agreed to change same in whole or in part, and that it shall be lawful for the Owners, its successors or assigns, to institute and prosecute any proceedings at law or in equity against the person, persons, corporation or corporations violating or threatening to violate said covenants and restrictions: and failure to institute proceedings for any one or more violations, shall not constitute approval of same, or be construed as a waiver of any right of action contained herein, for past or future violations of said covenants and restrictions.

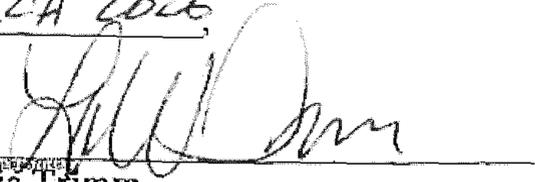
Enforcement either to recover damages or to restrain violation, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction herein.

Invalidation of one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned as the Owner of the Property has caused this declaration to be executed as of the 13 day of MARCH 2026



John C Trimm



Laurie Trimm

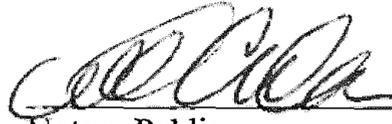
STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public, in and for said county, in said state, hereby certify that, John C Trimm and Laurie Trimm whose names are signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the same bears date.

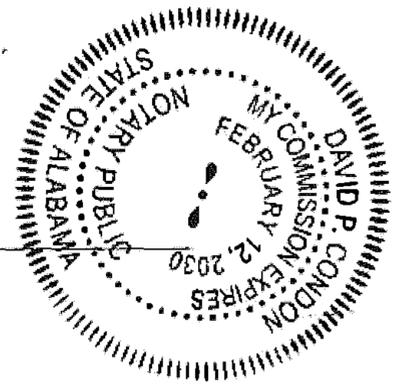
Given under my hand and seal this 13 day of MARCH 2026.

My Commission Expires:

2/12/2030



Notary Public



By signing below, the undersigned hereby acknowledge and accept the covenants and restrictions listed herein.

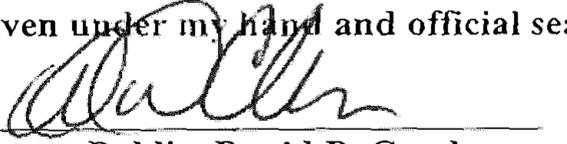
Karonica Lashan Atkins
Attorney in Fact
By: Lamont Atkins
Karonica Lashan Atkins
as attorney in fact for Lamont Atkins

By: Karonica Lashan Atkins
Karonica Lashan Atkins

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said County and State, hereby certify that Karonica Lashan Atkins and Karonica Lashan Atkins, as attorney in fact for Lamont Atkins, whose names are signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, she, both individually and in her capacity as attorney in fact for Lamont Atkins, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of March, 2026.



Notary Public: David P. Condon
My Commission Expires: 02.12.2030

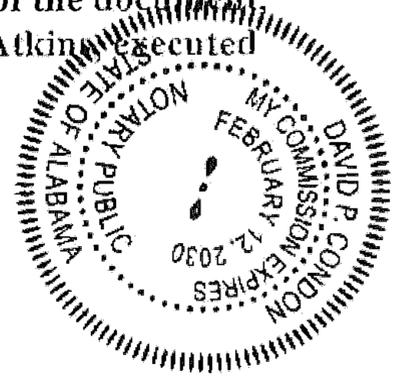


EXHIBIT A – LEGAL DESCRIPTION

PARCEL NO. 1: Commence at a 2" pipe in place being the Southwest corner of the Northeast one-fourth of the Southwest one-fourth of Section 10, Township 24 North, Range 15 East, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed North 01° 14' 43" West along the West boundary of said quarter-quarter section for a distance of 1327.95 feet to a 3" pipe in place, said point being the Northwest corner of said quarter-quarter section and said corner also being the Southwest corner of the Southeast one-fourth of the Northwest one-fourth; thence proceed North 01° 14' 47" West along the West boundary of the East one-half of the Northwest one-fourth of said Section 10 for a distance of 625.50 feet to a 2" pipe in place; thence proceed North 01° 14' 48" West along the West boundary of the East one-half of the Northwest one-fourth of said Section 10 for a distance of 1227.60 feet to a ½" rebar in place, said point being located on the Easterly right-of-way of Alabama Highway #145; thence proceed Northeasterly along the Easterly right-of-way of said road and along the curvature of a concave curve left having an arc length of 107.03 feet and a radius of 12443.49 feet for a chord bearing and distance of North 34° 51' 14" East, 107.03 feet (set ½" rebar CA-0114-LS); thence proceed South 01° 47' 53" East for a distance of 154.97 feet (set ½" rebar CA-0114-LS); thence proceed South 88° 06' 47" West for a distance of 19.56 feet (set ½" rebar CA-0114-LS); thence proceed South 01° 14' 48" East for a distance of 984.62 feet (set ½" rebar CA-0114-LS); thence proceed South 83° 11' 15" East for a distance of 1308.94 feet (set ½" rebar CA-0114-LS), said point being located on the East boundary of the Southeast one-fourth of the Northwest one-fourth; thence proceed South 00° 51' 09" East along the East boundary of said quarter-quarter section and along the East boundary of the Northeast one-fourth of the Southwest one-fourth for a distance of 1912.30 feet to a rock pile in place being the Southeast corner of said Northeast one-fourth of the Southwest one-fourth; thence proceed South 87° 22' 29" West along the South boundary of said quarter-quarter section for a distance of 1328.28 feet to the point of beginning.

The above described land is located in the Northeast one-fourth of the Southwest one-fourth, the Southeast one-fourth of the Northwest one-fourth and the Northeast one-fourth of the Northwest one-fourth of Section 10, Township 24 North, Range 15 East, Shelby County, Alabama and contains 63.17 acres.

PARCEL NO. 2: Commence at a 2" pipe in place being the Southwest corner of the Northeast one-fourth of the Southwest one-fourth of Section 10, Township 24 North, Range 15 East, Shelby County, Alabama; proceed North 01° 14' 43" West along the West boundary of said quarter-quarter section for a distance of 1327.95 feet to a 3" pipe in place, said point being the Northwest corner of said quarter-quarter section and said corner also being the Southwest corner of the Southeast one-fourth of the Northwest one-fourth; thence proceed North 01° 14' 47" West along the West boundary of the East one-half of the Northwest one-fourth of said Section 10 for a distance of 625.50 feet to a 2" pipe in place; thence proceed North 01° 14' 48" West along the West boundary of the East one-half of the Northwest one-fourth of said Section 10 for a distance of 1227.60 feet to a ½" rebar in place, said point being located on the Easterly right-of-way of Alabama Highway #145; thence proceed Northeasterly along the Easterly right-of-way of said road and along the curvature of a concave curve left having an arc length of 107.03 feet and a radius of 12443.49 feet for a chord bearing and distance of North 34° 51' 14" East, 107.03 feet (set ½" rebar CA-0114-LS), said point being the point of beginning. From this beginning point proceed Northeasterly along the Easterly right-of-way of said road and along the curvature of a concave curve left having an arc length of 623.40 feet and a radius of 12443.49 feet for a chord bearing and distance of North 33° 10' 20" East, 623.33 feet (set ½" rebar CA-0114-LS); thence proceed North 56° 49' 26" East along the flare back right-of-way of said Alabama Highway #145 for a distance of 164.47 feet (set ½" rebar CA-0114-LS) to its point of

intersection with the Southerly right-of-way of Shelby County Highway #46; thence proceed Southeasterly along the Southerly right-of-way of said road and along the curvature of a concave curve right having an arc length of 497.04 feet and a radius of 2041.41 feet for a chord bearing and distance of South 69° 31' 30" East, 495.81 feet; thence proceed South 62° 31' 18" East along the Southerly right-of-way of said Shelby County Highway #46 for a distance of 328.71 feet to a capped rebar in place (21784); thence proceed South 61° 15' 24" East along the Southerly right-of-way of said road for a distance of 55.25 feet to a capped rebar in place (Ca 0114), said point being located on the East boundary of the Northeast one-fourth of the Northwest one-fourth of said Section 10; thence proceed South 00° 51' 16" East along the east boundary of said quarter-quarter section for a distance of 833.61 feet to a capped rebar in place (CA 0114); thence proceed South 00° 51' 09" East along the East boundary of the Southeast one-fourth of the Northwest one-fourth for a distance of 721.83 feet (set ½" rebar CA-0114-LS); thence proceed North 83° 11' 15" West for a distance of 1308.94 feet (set ½" rebar CA-0114-LS); thence proceed North 01° 14' 48" West for a distance of 984.62 feet (set ½" rebar CA-0114-LS); thence proceed North 88° 06' 47" East for a distance of 19.56 feet (set ½" rebar CA-0114-LS); thence proceed North 01° 47' 53" West for a distance of 154.97 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Northwest one-fourth and the Northeast one-fourth of the Northwest one-fourth of Section 10, Township 24 North, Range 15 East, Shelby County, Alabama and contains 48.55 acres.

