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AFTER RECORDING RETURN TO:
Jeffrey P. Orlan, P.A.
3 Fieldcrest Drive
New City, NY 10956

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Agreement") is made this 25 day of MARCH, 2026 (the "Effective Date") by AL RIVERCHASE PARK LLC, an Alabama limited liability company ("Declarant").

WITNESSETH

WHEREAS, Declarant is the fee simple title owner of that certain parcel of real property described in Exhibit "A" attached hereto (the "Property");

WHEREAS, Declarant desires to impose certain easements, covenants, conditions and restrictions upon the Property for the benefit of the Phases (as defined below) and the present and future Owners (as defined below) thereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares as follows:

1. Recitals The aforesaid recitals are true and correct and are incorporated herein.

2. Definitions.

(a) "Owner" or "Owners" shall mean the Declarant and any and all successors or assigns of fee simple title to any part of the Property, whether by sale, assignment, inheritance, operation of law, trustee sale, foreclosure or otherwise, but not including the holder of any lien or encumbrance on any portion of the Property.

(b) "Phase" or "Phases" shall initially mean each of the four (4) separately identified portions of the Property as described in Exhibit "B" hereto, and any lot or parcel resulting from an approved future subdivision of the Property.

3. Easements. There is hereby established in every Owner of the Property the following non-exclusive, perpetual and reciprocal easements:

(a) Ingress and Egress.

(i) An easement upon, over, and across any and all common element driveways



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as they may be modified from time to time in accordance with this Agreement (the "Access Easement Area"), for the purpose of vehicular and pedestrian ingress and egress to and from Riverchase Parkway East and/or Parkway Lake Drive, including by customers, employees, tenants, and its and their licensees, invitees, and by the general public (subject to Section 14 below) seeking to access the Property (collectively, the "Invitees"), and for no other use and/or purpose (the "Access Easement"). For further clarity, the Access Easement shall not include any parking rights.

(ii) The Access Easement shall be a servitude upon, over, and across the Access Easement Area as such Access Easement Area shall exist from time to time. Use of the Access Easement by the Invitees shall be free of charge. Each Owner shall have the right to revise, modify, or rearrange the improvements, drive aisles, access points, and any and all other aspects, improvements, size, location and/or layout of the Access Easement Area located upon such Owner's Phase, provided that the servitude rights granted under this Section 3(a) are not materially, adversely affected. Each Owner, as to its Phase, shall have the right to create and enforce reasonable rules and regulations to regulate the use of the Access Easement Area on such Owner's Phase, provided that such rules and regulations are not in violation of this Agreement, and that the enforcement of such rules and regulations shall not be exercised in such manner as to discriminate, in any material way, against the Invitees. Each Owner shall enforce all such rules and regulations against its Invitees.

(iii) Each Owner shall have the right to take such steps as it deems necessary to prevent persons not authorized by this Agreement to use the Access Easement Area on such Owner's Phase from using such Access Easement Area. Such steps may include, without limitation, the construction of fences, walls or barricades along the boundary lines of any portion of the Access Easement Area (or any other portion of such Owner's Phase); provided that such steps shall not unreasonably and materially interfere with access or circulation within the Access Easement Area by those Owners entitled to utilize the easements set forth in this Section 3(a).

(b) Utility Lines and Facilities.

(i) An easement under, through, across and between each of the Phases for the installation, operation, maintenance, repair and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, electrical conduits or systems, gas mains and other public or private utilities. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of such easements except for such above ground systems, structures, mains, sewers, conduits, lines and other utilities existing as of the Effective Date of this Agreement (and reasonable replacements of same), ground mounted electrical transformers, and such other facilities as are required to be above ground by the utility providing such service (including temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any buildings or improvements located on the Property). The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the improved areas on each of the Phases or with the normal operation of any business on such Phases. The Owner seeking to install any improvements pursuant to this Section 3(b) on the Phase of another Owner shall bear all costs related to the installation, operation, maintenance, repair and replacement of such easement facilities, shall repair to the original



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specifications any damage to the Phase on which such easement facilities are being installed which result from such use, installation, operation, maintenance, repair and/or replacement, and shall provide as-built plans for all such facilities to the Owner on whose Phase such utility lines and facilities are located within thirty (30) days after the completion of construction of same. In the event that any water drainage systems or structures, water mains, sewers, water sprinkler system lines, irrigation facilities, telephones, electrical conduits or systems, gas mains and/or other public or private utilities located upon a Phase requires maintenance, repair and/or replacement, and such facilities service more than one (1) Phase, then the Owners of such Phases shall share in the reasonable cost of such maintenance, repairs and/or replacements based on the relative square footage of buildings on each such Owner's Phase.

(ii) At any time and from time to time, any Owner shall have the right to relocate any existing utility line or facility which is then located on the Phase of such Owner (the "Relocating Owner") and which serves the Phase of the Relocating Owner and/or the non-Relocating Owner (as defined below), provided that any such relocation: (i) shall be performed only upon at least thirty (30) days' prior written notice of such Relocating Owner's intention to undertake the relocation to the other Owner (the "non-Relocating Owner") whose Phase is served by the utility line or facility sought to be relocated; (ii) shall not unreasonably interfere with or diminish utility service to the property of the non-Relocating Owner served by the utility line or facility; (iii) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility with respect to the Phase of the non-Relocating Owner; (iv) shall be performed without cost or expense to the non-Relocating Owner; and (v) shall provide for the original and relocated area to be restored to the original condition and specifications. If the relocated utility lines and/or facilities serve the Phase of the non-Relocating Owner, then the Relocating Owner shall provide as-built plans for all such relocated utility lines and facilities to the non-Relocating Owner within thirty (30) days after the date of completion of such relocations.

(iii) In the event that any utilities are not separately metered or submetered for each Phase, including but not limited to common area irrigation, then (A) the Owner of any such Phase shall have the right to add a submeter(s) for such utility(s), in which event Owner(s) of the other such Phases shall reimburse the Owner adding such submeter(s) for the reasonable cost of the acquisition and installation of such submeter(s), and each Owner shall pay for its share of such utility consumption costs as measured by the applicable meter and submeter including reasonable administration charges, (B) unless and until such time as a submeter is installed, each Owner shall be responsible for its share of such utility consumption costs based on the size of the buildings on such Owner's respective Phase being serviced by such utility divided by the total size of the buildings being so serviced, provided however that if such utility applies only to areas outside of the buildings (ie. irrigation) then such proration shall be based on the relative land sizes of the impacted Phases. Any and all reimbursements from one Owner to the other pursuant to this Section 3(b)(iii) shall be made within fifteen (15) days after delivery to such Owner of an invoice and reasonable backup documentation for same.

(iv) The grant of easement established by this Section 3(b) shall burden each of the Phases and shall apply to the construction and/or relocation reasonably required by any public or private utility for the purpose of providing the utility lines and facilities described herein, provided such easements are not otherwise inconsistent with the provisions of this Agreement.

(c) Drainage. In addition to all terms and conditions set forth in Section 3(b) hereof, this Section 3(c) shall apply as to any and all water drainage systems and/or structures upon more than one (1) Phase (the "Drainage System"). Each Owner hereby grants and conveys for the use and benefit of each other, an easement ("Drainage Easement") which shall run with title to each of the Phases, for the rights and privileges to (i) drain over, under and through the Drainage System, (ii) utilize any retention ponds as currently exist within the Drainage System, and (iii) install and maintain upon the each Phase, drainage pipes and other improvements necessary to effectuate the Drainage System's ability to maintain the unimpeded flow of stormwater from the Property, subject to the following conditions:

- (i) The stormwater being discharged must be free of chemicals, pollutants or contaminants detectable at any level requiring the notification thereof to any governmental or regulatory authority.
- (ii) No stormwater may be discharged into, onto, or upon the Property or the Drainage System from lands other than the Property, excluding, however, stormwater, if any, which may be draining into, on, or upon Property by reason of a legal right of drainage of surface runoff existing as of Effective Date hereof.
- (iii) Each Owner may, from time to time, relocate and/or otherwise modify, at its own cost, portions of the Drainage System within its respective Phase provided however, that any such relocation and/or modification to the Drainage System shall not (A) adversely and materially affect the drainage of the other Phases, or (B) violate any rules, regulations, statutes, or ordinances of any governmental agency having jurisdiction over the Property.
- (iv) Any repair, reconstruction or modification of the Drainage System shall be as permitted and approved by all governing authorities.
- (v) Each Owner shall and does indemnify and hold harmless the others entitled to utilize the Drainage System or the Drainage Easement of and from any loss suffered by virtue of the usage or maintenance thereof by such Owner in violation of the provisions of this Agreement, including without limitation, reasonable attorney's fees and costs.

(d) Indemnification.

Each Owner shall and hereby does indemnify, defend and hold harmless each of the other Owners, its successors and assigns, from and against any and all claims, suits, penalties, liabilities, and expenses (including, without limitation, legal fees) for injury to persons (including death), destruction or damage to property, adverse effects on the environment, and/or any violations of governmental laws, regulations or orders, in any such event arising out of or resulting from, or in any way in connection with, the indemnifying Owner's exercise of its rights set forth in this Section 3.

(e) Liability Insurance.

Each Owner, as grantee of the easements described in this Section 3, shall, at its sole expense, maintain comprehensive, broad form, general liability insurance sufficient to cover such indemnification with minimum limits of one million dollars (\$1,000,000.00) on account of bodily



injuries to or death as the result of any one accident, occurrence or disaster (the "Policy of Insurance"). The Policy of Insurance shall be issued by responsible insurance companies well rated by national rating organizations and authorized to do business in the State of Alabama and shall name each of the other Owners, their successors and assigns, as additional named insureds. Each grantee Owner shall deliver certificates of the Policy of Insurance to the other Owners prior to such grantee Owner, its agents, contractors and/or employees first entering onto the other Owner's Phase, and from time to time thereafter promptly following written request by the other Owner. All Policies of Insurance shall provide that such policy shall not be canceled without the insurer endeavoring to give a minimum of ten (10) days prior written notice to the Owners named as additional insureds. Notwithstanding the foregoing, (i) the liability insurance required by this Section 3(e) may be satisfied by an occupant/tenant of the respective Phase, and (ii) if such occupant/tenant maintains a net worth of at least one hundred million dollars (\$100,000,000.00) as reasonably demonstrated to the Owners, then such occupant/tenant may satisfy this liability insurance requirement through self-insurance.

(f) No Liens.

Each Owner shall forthwith pay all liens of contractors, subcontractors, subsubcontractors, mechanics, laborers, and materialmen and all other items of like character, with respect to failing to pay such liens of contractors that cloud title to any other Owner's Phase. Each Owner shall and hereby does indemnify, defend and hold harmless each of the other Owners, their successors and assigns, from and against all legal costs and charges, bond premiums for release of liens, including all attorney's fees, incurred in and about the prosecution or defense of any suit in discharging the such other Owner's Phase and/or any part or portion thereof from any liens, charges, judgments, or encumbrances caused or suffered to be caused, directly or indirectly, by such Owner.

4. Parking Easement.

(a) The Owner of Phase 4 hereby grants, in favor of and for the benefit of the Phase 2, a nonexclusive easement (the "Parking Easement") upon twenty three (23) parking spaces within Phase 4 (the "Parking Area" as shown in the attached Exhibit C), for the parking of motor vehicles by the Owner of Phase 2 and its agents, invitees, contractors, licensees, tenants, subtenants and assignees (the "Parking Permittees"), and for no other use and/or purpose, subject to reasonable rules and restrictions imposed by the Owner of Phase 4, and further provided that that trailers or trucks shall not be permitted to be parked in the Parking Area whether loaded or unloaded.

(b) The Parking Easement shall be a nonexclusive easement and servitude upon, over, and across the Parking Area as such Parking Area shall exist from time to time. Use of the Parking Easement by the Parking Permittees shall be free of charge. The Owner of Phase 4 shall have the right to revise, modify, or rearrange the Parking Area, provided that the servitude rights granted under this Section 4 are not materially, adversely affected. The Owner of Phase 4 shall have the right to create and enforce reasonable rules and regulations to regulate the use of the Parking Area, provided that such rules and regulations are not in violation of this Agreement, and that the enforcement of such rules and regulations shall not be exercised in such manner as to discriminate, in any material way, against the Parking Permittees. The Owner of Phase 2 shall enforce all such rules and regulations against the Parking Permittees.



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03/31/2026 10:49:02 AM FILED/CERT

(c) The Owner of Phase 4 shall have the right to take such steps as it deems necessary to prevent persons not authorized by this Agreement to use the Parking Area from using the Parking Area, provided that such steps shall not unreasonably and materially interfere with access to or from the Parking Area by those parties entitled to utilize the easements set forth in this Section 4.

5. Maintenance.

(a) Except as set forth herein to the contrary, each Owner shall, without cost to the other Owners, maintain, repair and replace as is reasonably necessary the respective easement areas located upon such Owner's Phase so as to maintain same in good condition, order and repair and in accordance with applicable law. For purposes of this Section 5, the owner of the Phase to be maintained, repaired and/or replaced is referred to as the "Maintenance Phase Owner" and the owner of the other Phase is referred to as the "Non-Maintenance Phase Owner". Notwithstanding the foregoing, if the need for such maintenance, repair and/or replacement arises from the negligence and/or intentional misconduct of a Non-Maintenance Phase Owner and/or its tenants and/or licensees and/or any of their respective employees, contractors and/or agents, then the Non-Maintenance Phase Owner shall within thirty (30) days after written demand reimburse the Maintenance Phase Owner for the actual, reasonable, third party costs and expenses incurred by the Maintenance Phase Owner with respect to such maintenance, repair and/or replacement.

(b) In the event that any Owner fails to perform or cause to be performed any emergency or otherwise time-sensitive maintenance action on such Owner's Phase which may cause an unreasonable lack of access to or otherwise emergent situation negatively impairing the use of any other Owner's Phase (in the commercially reasonable discretion of such other Owner), and subject to at least 24 hours prior notice to the designated property management contacts (as the same shall be updated from time to time between the Owners), such Non-Owner shall have the limited right of access to enter the failing Owner's Phase to make such minimal actions or corrections solely to allow access or safe usage to and from the other Owner's Phase. If such other Owner perform such maintenance, it may invoice the failing Owner for all charges reasonably incurred, plus ten percent (10%) administrative costs, such invoice to be paid by the failing Owner within thirty (30) days of the date of its delivery

6. Invalidity. If any provision of this Agreement shall be invalid or shall be determined to be void by any court of competent jurisdiction, then such provision or determination shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect. It is the intention of the Declarant that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

7. Litigation. The easements, covenants and restrictions contained in this Agreement may be enforced by any Owner to the extent impacted thereby, their successor and/or assigns. The failure by any Owner to enforce any easement, covenant or restriction contained herein shall in no event be deemed a waiver of such easement, covenant or restriction or of the right of such Owner to thereafter enforce such easement, covenant or restriction. In the event of any litigation in connection with this Agreement, the prevailing Owner shall be entitled to recover court costs and



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Shelby Cnty Judge of Probate, AL
03/31/2026 10:49:02 AM FILED/CERT

reasonable attorney's fees at all trial and appellate levels and at mediation and arbitration. Venue shall be in the County in which the Property is located. This Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of Alabama.

8. Enforcement and Default. Enforcement hereof shall be by action at law or in equity against any Owners or persons violating or attempting to violate any covenants set forth herein, to restrain the violation, to specifically enforce this Agreement, and/or to recover damages. An Owner shall be deemed to be in default of this Agreement only upon the expiration of thirty (30) days from receipt of written notice from another Owner specifying the particulars in which such Owner has failed to perform its obligations under this Agreement unless such Owner, prior to the expiration of said thirty (30) days, has rectified the particulars specified in said notice of default. However, such Owner shall not be deemed to be in default if such failure cannot be rectified within said thirty (30) day period and such person is acting in good faith and using its best efforts to rectify the particulars specified in the notice of default, provided however that in such event such Owner will be in default if such Owner has not rectified the particulars specified in said notice of default within ninety (90) days of delivery of such notice of default.

9. Provisions Run With Land. The grantee of any Phase or any portion thereof, by acceptance of a deed or other instrument conveying fee title thereto, shall accept such title upon and subject to each and all of the easements, covenants, conditions and restrictions contained herein. By acceptance of such instrument, any such grantee shall for its self and its successor and assigns, covenant, consent and agree to and with the other Owners to keep, observe, comply with and perform the obligations and agreements set forth herein with respect to the Phase so acquired by such grantee. The provisions hereof shall touch and run with the land, shall be binding on and shall inure to the benefit of the Owners and their respective successors, heirs and assigns and may be waived or modified only by written instrument in recordable form executed by all of the Owners of the Property. It is further agreed that no modification, amendment or alteration of terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Further, Section 4 hereof shall remain in full force and effect unless and until released by resolution of the City Council of Hoover, Alabama.

10. Sole Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or undertakings applicable to the matters contained herein and the Owners agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

11. Mortgage Subordination. Any mortgage now or hereafter affecting any portion of the Property shall at all times be subject and subordinate to the terms of this Agreement, and any Owner foreclosing any such mortgage, or acquiring title by deed in lieu of foreclosure, shall acquire title subject to all of the terms and provisions of this Agreement.

12. Subdividing. Nothing herein shall be construed as prohibiting the Owner of any Phase from subdividing same (or otherwise selling fee and/or condominium ownership in portions of same) without the consent, approval or joinder of any other Owner; however the provisions of



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Shelby Cnty Judge of Probate, AL
03/31/2026 10:49:02 AM FILED/CERT

this Agreement shall remain applicable to the affected Phase.

13. Notices. Any notice required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is hand delivered, sent by a nationally recognized overnight courier service, or mailed by registered or certified mail, return receipt requested, to the Declarant at the address shown above and to each Owner at such other address as such Owner may from time to time designate by like notice, or to Declarant or any Owner at the address set forth on the tax rolls as maintained by the Property Appraiser for the County in which the Property is located, on the date of delivery if by hand, the first business day after deposit with the overnight courier service, or the fifth (5th) business day following the date of mailing.

14. Not a Public Dedication. Nothing herein shall be deemed a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of Declarant that this Agreement be strictly limited to and for the purposes herein expressed.

15. Third Owner Beneficiary Rights. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not an Owner hereto unless otherwise expressly provided herein.

16. Captions. The titles and captions are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of any provision of this Agreement.

17. Time of Essence. Time is of the essence.

18. Waiver. The failure of any Owner to insist upon strict performance of this Agreement shall not be deemed a waiver of any rights or remedies they may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of this Agreement by the same or any other person.

19. Severability. Each provision of this Agreement is declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or unenforceable or not to run with the land, such holding shall not affect the validity and/or enforceability of the remainder of this Agreement.

20. Jury Trial. WAIVER OF JURY TRIAL. NONE OF THE OWNERS SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT. NONE OF THE OWNERS WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL INDUCEMENT AND SHALL BE SUBJECT TO NO EXCEPTIONS.

[Signature on next page]

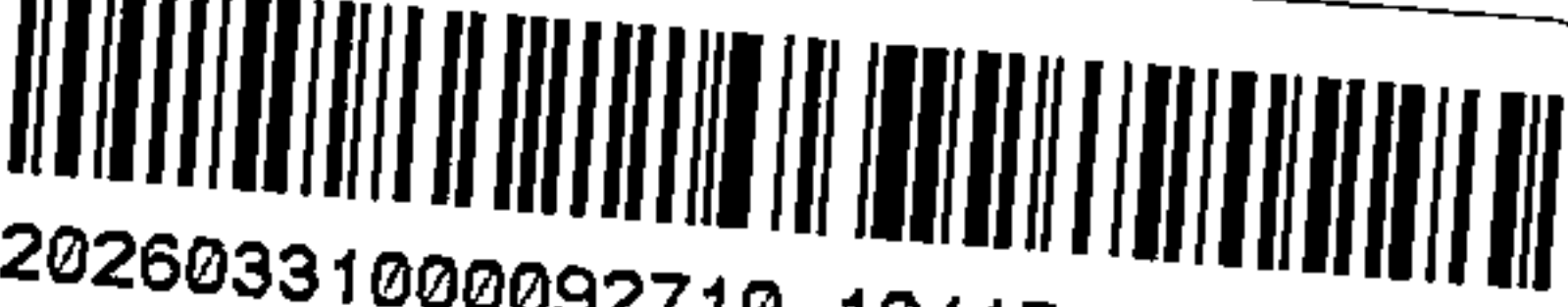

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EXHIBIT A
Legal Description - Property

Lot 2, according to the Survey of Wren Park Subdivision, as recorded in Map Book 22, page 131, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

TOGETHER WITH all beneficial easements shown on that certain Map Book 22, Page 131, including without limitation that certain 25' slope easement for the use and maintenance, repair and replacement of storm and surface water drainage, and that certain 50' slope easement for the use and maintenance, repair and replacement of storm and surface water drainage over and across the following property:

Part of the NW 1/4 of the NE 1/4 of the NE 1/4 of the NW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the NE corner of said section; thence West along the North line of said section, 1,245.86 feet; thence 90°00'00" left, 431.26 feet; thence 111°16'33" right 127.85 feet to the beginning of a 50 foot easement lying South of and adjacent to the following described line; thence from last stated course, 27°54'00" left, 354.41 feet to the end of said 50 foot easement and the beginning of a 25 foot easement, lying South of and adjacent to said line; thence continue along last stated course, 100.00 feet; thence 20°43'00" right 482.29 feet; thence 25°31'00" left, 494.05 feet; thence 19°30'00" left 150 feet to the end of said easement, said property being part of Lot 1, Riverchase Gardens, First Sector, as recorded in Map Book 8, page 153, in the Probate Office of Shelby County, Alabama; and a part of Lots 1 and 2, Riverchase Properties Second Addition to Riverchase, as recorded in Map Book 9, page 40, in the Probate Office of Shelby County, Alabama.



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Shelby Cnty Judge of Probate, AL
03/31/2026 10:49:02 AM FILED/CERT

EXHIBIT B

Legal Descriptions – Phases

Phase 1

A parcel of land situated in the Southeast quarter of Section 19 and the Northeast quarter of Section 30 all being in Township 19 South, Range 2 West Shelby County, Alabama. Said parcel being more particularly described as follows:

Beginning at a 5/8-inch rebar, said point marking the Southeastern-most corner of Lot 2 of Wren Park Subdivision as recorded in Map Book: 22 Page: 131 in the office of the Judge of Probate Shelby County, Alabama; thence leaving said corner run North 66 degrees 47 minutes 16 seconds West along the South line of said Lot 2 for a distance of 127.62' to a found 1/2 inch rebar; thence run South 85 degrees 30 minutes 52 seconds West along said South line for a distance of 454.41' to a found 1/2 " rebar; thence run North 73 degrees 47 minutes 51 seconds West along said South line for a distance of 226.08' to a set 5/8 inch capped rebar stamped CA-560LS; thence leaving said Lot line run North 44 degrees 29 minutes 17 seconds East for a distance of 453.23' to a set 5/8 inch capped rebar stamped CA-560LS said point lying on the South line of said Lot 2, said point also lying on a curve to the left said curve having a radius of 923.44 feet ; a central angle of 8 degrees 29 minutes 17 seconds; a chord bearing of South 54 degrees 42 minutes 32 seconds East and a chord distance of 136.80 feet; thence run along the arc of said curve and along the North line of said Lot 2 for a distance of 136.80 feet to a found 1/4 rebar; thence South 58 degrees 54 minutes 58 seconds East along said North lot line for a distance of 272.06' to a found PK nail said point lying on a curve to the right said curve having a radius of 267.57 feet; a central angle of 48 degrees 43 minutes 12 seconds; a chord bearing of South 34 degrees 34 minutes 12 seconds East and a chord distance of 220.72 feet; thence run along the arc of said curve and along said North line for a distance of 227.52 feet to the POINT OF BEGINNING. Said parcel contains 162,082 Sq. Feet or 3.72 Acres more or less

Phase 2

A parcel of land situated in the Southeast quarter of Section 19 and the Northeast quarter of Section 30 all being in Township 19 South, Range 2 West Shelby County, Alabama. Said parcel being more particularly described as follows:

Beginning at a set 5/8 inch capped rebar stamped CA-560LS said point lying on the North line of Lot 2 of Wren Park Subdivision as recorded in Map Book: 22 Page: 131 in the office of the Judge of Probate Shelby County, Alabama; thence South 40 degrees 39 minutes 16 seconds East along said North line for a distance of 139.46' to a found rebar stamped LDW said point lying on a curve to the left said curve having a radius of 923.44 feet; a central angle of 9 degrees 39 minutes 13 seconds; a chord bearing of South 45 degrees 38 minutes 17 seconds East and a chord distance of 155.41 feet; thence run along the arc of said curve and along the North line of said Lot 2 for a distance of 155.59 feet to a set 5/8 inch capped rebar stamped CA-560LS; thence leaving said North line run South 44 degrees 29 minutes 17 seconds West for a distance of 453.23' to a set 5/8 inch capped rebar stamped CA-560LS said point lying on the South line of said Lot 2; thence North 73 degrees 47 minutes 51 seconds West along said South line for a distance of 256.19' to a set 5/8 inch capped rebar stamped CA-560LS; thence leaving said South line run North 02 degrees 10 minutes 11 seconds West for a distance of 53.57' to a set 5/8 inch capped rebar stamped CA-560LS; thence North 08 degrees 23 minutes 51 seconds West for a distance of 270.92 feet to a set 5/8 inch capped rebar stamped CA-560LS; thence run North 12 degrees 30 minutes 53 seconds West for a



20260331000092710 12/15 \$64.00
Shelby Cnty Judge of Probate, AL
03/31/2026 10:49:02 AM FILED/CERT

distance of 49.05 feet to a set 5/8 inch capped rebar stamped CA-560LS; thence South 73 degrees 15 minutes 49 seconds East for a distance of 41.63' to a set 5/8 inch capped rebar stamped CA-560LS; thence North 82 degrees 55 minutes 43 seconds East for a distance of 221.17' to a set 5/8 inch capped rebar stamped CA-560LS; thence North 07 degrees 21 minutes 46 seconds West for a distance of 60.61' to a set 5/8 inch capped rebar stamped CA-560LS; thence North 82 degrees 19 minutes 57 seconds East for a distance of 163.51' to the POINT OF BEGINNING. Said parcel contains 206,912 Sq. Feet or 4.75 Acres more or less.

Phase 3

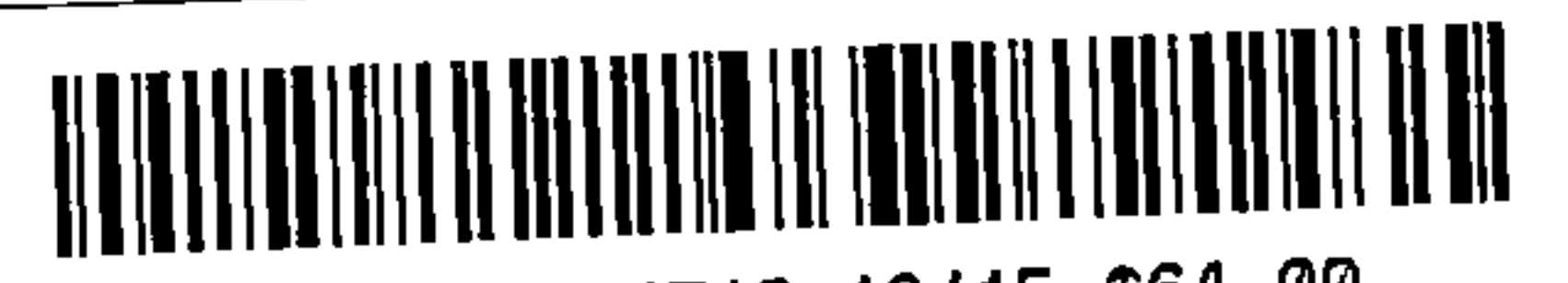
A parcel of land situated in the Southeast quarter of Section 19 and the Northeast quarter of Section 30 all being in Township 19 South, Range 2 West Shelby County, Alabama. Said parcel being more particularly described as follows:

Beginning at a set 5/8 inch capped rebar stamped CA-560LS said point lying on the North line of Lot 2 of Wren Park Subdivision as recorded in Map Book: 22 Page: 131 in the office of the Judge of Probate Shelby County, Alabama; thence leaving said North line run South 33 degrees 33 minutes 44 seconds East for a distance of 93.34' to a set 5/8 inch capped rebar stamped CA-560LS; thence South 12 degrees 30 minutes 53 seconds East for a distance of 1.97' to a set 5/8 inch capped rebar stamped CA-560LS; thence South 12 degrees 30 minutes 53 seconds East for a distance of 49.05' to a set 5/8 inch capped rebar stamped CA-560LS; thence South 08 degrees 23 minutes 51 seconds East for a distance of 270.92' to a set 5/8 inch capped rebar stamped CA-560LS; thence South 02 degrees 10 minutes 11 seconds East for a distance of 53.57' to a found 1/4 rebar said point lying on the South line of said Lot 2; thence South 80 degrees 39 minutes 54 seconds West along said South line for a distance of 493.98' to a found rebar stamped LDW; thence South 61 degrees 04 minutes 38 seconds West along said South line for a distance of 36.13' to a found rebar stamped LDW said point marking the Southwestern-most corner of said Lot 2; thence leaving said corner run North 09 degrees 19 minutes 55 seconds West along the West line of said Lot 2 for a distance of 459.79' to a found rebar stamped LDW said point marking the Northwestern-most corner of said Lot 2; thence South 83 degrees 14 minutes 58 seconds East along said North line for a distance of 67.06' to a found PK nail said point lying on a curve turning to the left said curve having a radius of 630.00 feet ; a central angle of 40 degrees 21 minutes 27 seconds; a chord bearing of North 76 degrees 34 minutes 29 seconds East and a chord distance of 434.64 feet; thence run along the arc of said curve and along the North line of said Lot 2 for a distance of 443.75 feet to the POINT OF BEGINNING. Said parcel contains 225,899 Sq. Feet or 5.19 Acres more or less.

Phase 4

A parcel of land situated in the Southeast quarter of Section 19 and the Northeast quarter of Section 30 all being in Township 19 South, Range 2 West Shelby County, Alabama. Said parcel being more particularly described as follows:

Beginning at a set 5/8-inch capped rebar said point lying on the Northeastern-most Lot line of Lot 2 Wren park Subdivision as recorded in Map Book: 22 Page: 131 in the office of the Judge of Probate Shelby County, Alabama; thence leaving said lot line run South 82 degrees 19 minutes 57 seconds West for a distance of 163.51' to a set 5/8 inch capped rebar stamped CA-560LS; thence South 07 degrees 21 minutes 46 seconds East for a distance of 60.61' to a set 5/8 inch capped rebar stamped CA-560LS; thence South 82 degrees 55 minutes 43 seconds West for a distance of 221.17' to a set 5/8 inch capped rebar stamped CA-560LS; thence North 73 degrees 15 minutes 49 seconds West for a distance of 41.63' to a set 5/8 inch capped rebar stamped CA-560LS; thence run North 12 degrees 30 minutes 53 seconds West for a



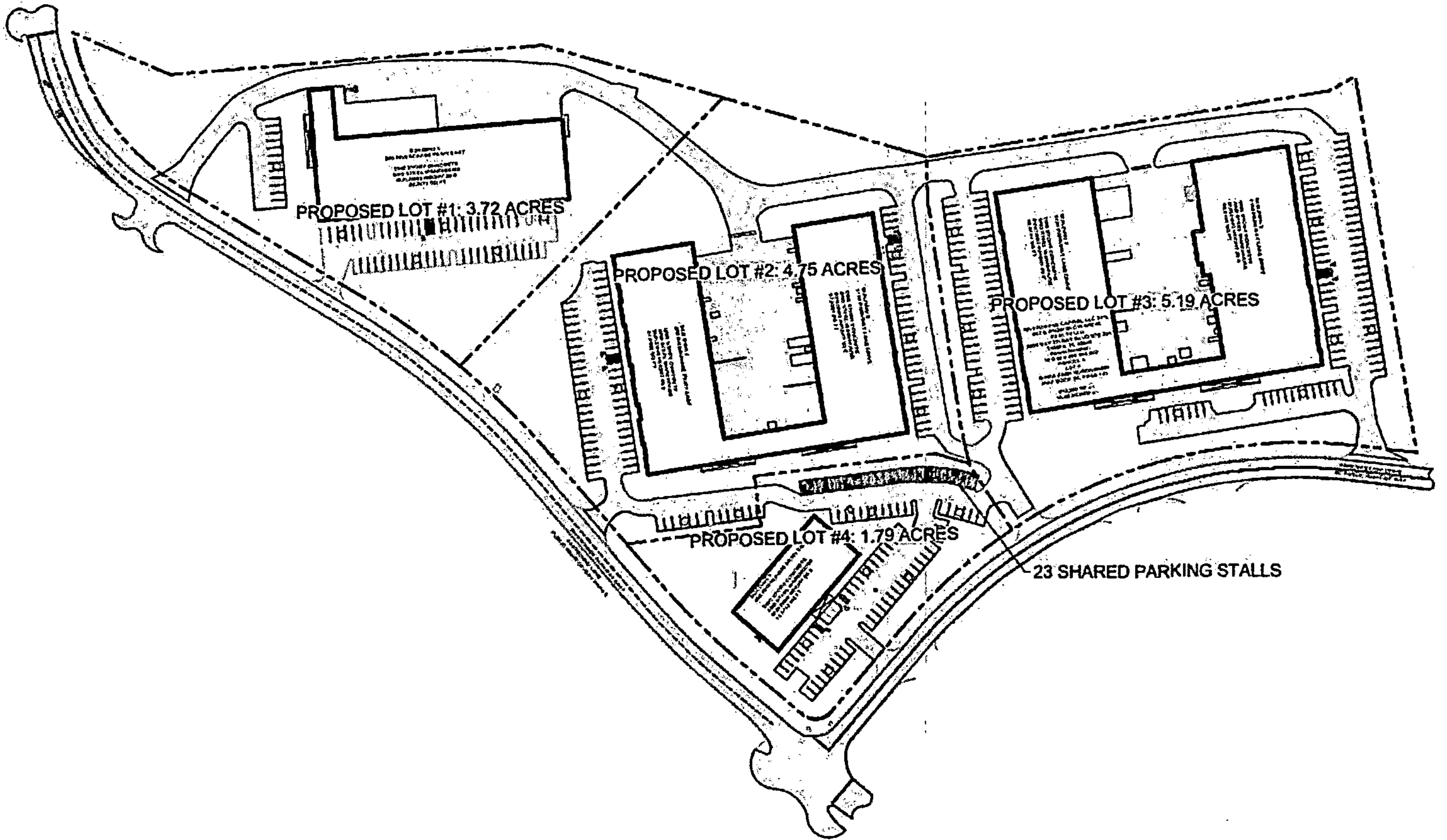
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Shelby Cnty Judge of Probate, AL
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distance of 1.97'; thence run North 33 degrees 33 minutes 44 seconds West for a distance of 93.34' said point lying on the Southwest line of said Lot 2 said point also lying on a curve to the left said curve having a radius of 630.00'; a central angle of 16 degrees 18 minutes 02 seconds; a chord bearing of North 48 degrees 14 minutes 44 seconds East and a chord distance of 178.63 feet; thence run along the arc of said curve and along said Southwest line of said Lot 2 line for a distance of 179.23' to a found rebar stamped LDW; thence North 40 degrees 12 minutes 06 seconds East along said Southwest line for a distance of 132.12' to a found rebar stamped LDW said point lying on a curve to the right said curve having a radius of 25.00'; a central angle of 90 degrees 24 minutes 20 seconds; a chord bearing of North 85 degrees 20 minutes 01 seconds East and a chord distance of 35.48 feet; thence run along the arc of said curve and along said Southwest line of said Lot 2 line for a distance of 39.45' to a found rebar stamped LDW said point lying on the Southeast line of said Lot 2; thence South 49 degrees 43 minutes 11 seconds East along said Southeast Lot line for a distance of 96.66' to a found rebar stamped LDW; said point lying on a curve to the right said curve having a radius of 912.88'; a central angle of 9 degrees 01 minutes 51 seconds; a chord bearing of South 45 degrees 18 minutes 50 seconds East and a chord distance of 143.74 feet; thence run along the arc of said curve and along said Southeast line of said Lot 2 line for a distance of 143.88' to a found rebar stamped LDW; thence run South 40 degrees 39 minutes 16 seconds East along said lot line for a distance of 55.00' to the POINT OF BEGINNING. Said parcel contains 77,868 Sq. Feet or 1.79 Acres more or less.



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EXHIBIT C Parking





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MORTGAGEE CONSENT

The undersigned Bank United, N.A. ("Lender"), as the current mortgagee of the Property with an Alabama Mortgage, Assignment Of Rents, Security Agreement And Fixture Filing ("Mortgage") against the Property described therein, which Mortgage is dated April 21, 2025, and is recorded at Instrument # 20250422000119600, of the Public Records of Shelby County, Alabama, hereby irrevocably consents to the attached Declaration Of Easements, Covenants, Conditions And Restrictions (the "Declaration"). The Mortgage and all of the Lender's rights, interests, claims and remedies under the Mortgage shall be subordinate to the Declaration and the rights of the holder of the Declaration to enforce the terms and conditions of the Declaration, with the same force and effect as if the Declaration had been executed and recorded prior to the execution and recording of the Mortgage.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed by its official hereto on the 26 day of March, 2026.

BankUnited, N.A., a federal banking association

By: [Signature]
Christopher Hynes,
Senior Vice President

State of Florida

County of Broward

The foregoing instrument was sworn to and subscribed before me by means of () physical presence or () online notarization, this 26 day of March, 2026, by Christopher Hynes, Senior Vice President of BankUnited, N.A., a federal banking association, on behalf of the association, who is () personally known to me, or who has () produced _____ as identification.

My Commission Expires:

[Signature]
Notary Public

