

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SLICK FORD SUBDIVISION**

THIS DECLARATION is made on the date hereinafter set forth by **SLICK FORD, LLC**, an Alabama limited liability company, hereinafter referred to as **Declarant**.

WHEREAS, Declarant is the owner of certain Property (the Property) in the County of Winston, State of Alabama, which is more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 14A, 15, 15A, 16, 16A, 17, 17A, 18, 19, 20, 21, 21A, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 53A, 54, 54A, 55, 55A, 56, 56A, 57, 57A, 58, 58A, 59, 59A, 60, 60A, 61, 61A, 62, 62A, 63, 63A, as shown on the Plat of Slick Ford Subdivision Phase I, recorded in Plat Book 3, Pages 293-297, in the Office of the Judge of Probate of Winston County, Alabama.

WHEREAS, it is the intent of the Declarant hereby to cause the above-described Property to be subjected to this Declaration of Covenants, Conditions and Restrictions;

NOW, THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, such real Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, Declarant's heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

1. **Additional Property.** The term "Additional Property" shall mean and refer to the property located adjacent to the Property. For the purpose of determining whether property is adjacent to the Property, the rights of way of public roads and utilities, as well as rivers and streams, shall be deemed not to separate otherwise adjacent property.

2. **Appropriate Local Governmental Authority.** The term "Appropriate Local Governmental Authority" shall mean and refer to the Winston County Commission or other appropriate local governmental authority having jurisdiction over the Property.

rec fee \$ 64.00

21)

Recorded In: DEED BK 362 PS 405, 10/03/2022 01:21:02 PM
Shella G. Moore, Probate Judge, Winston County, AL

Recording Fee 64.00, TOTAL 64.00

DEED 362 406

3. **Assessment.** The term "Assessment" shall mean the assessments to be assessed against the Owners pursuant to the authority vested in the Association, and such term shall include the Annual Assessments, Special Assessments and Individual Assessments.

4. **Association.** The term "Association" shall mean Slick Ford Subdivision Association, Inc., an Alabama non-profit corporation, and its successors and assigns.

5. **Board.** The term "Board" shall mean the Board of Directors of the Association and their duly elected successors as may be provided in the Certificate of Formation and Bylaws.

6. **Declarant.** The term "Declarant" shall mean and refer to Slick Ford, LLC an Alabama limited liability company, as well as its successors and assigns, pursuant to an express assignment or conveyance of any special Declarant rights hereunder to such successor or assign, all of which rights, including Declarant's voting, architectural review, easement and development rights, shall be assignable and may be apportioned on a lot-by-lot basis.

7. **Declarant's Development Period.** The term "Declarant's Development Period" shall mean and refer to the period of time commencing on the date this Declaration is recorded in the Office of the Judge of Probate of Winston County, Alabama, and continuing for so long as Declarant or any affiliate of Declarant shall own any portion of the Property.

8. **Lot or Lots.** The term "Lot" shall mean and refer to any separately numbered plot of land shown upon any now or subsequently recorded subdivision plat of the Property intended for single family residential purposes and shall include any improvements constructed thereon and Lots shall refer to all such lots collectively. Declarant hereby reserves the right to reconfigure, from time to time and without the consent of the Owners or the Members of the Association, the boundaries of any Lot or Lots owned by Declarant and to thereby create additional Lots, eliminate existing Lots or create Common Elements; provided, however, in no event shall the Property contain a greater number of Lots than the number from time to time permitted by the Appropriate Local Governmental Authority, nor shall any Lot within the Property contain fewer square feet than the minimum number of square feet from time to time required by the Appropriate Local Governmental Authority. If Declarant elects to exercise its right to revise the boundaries of one or more Lots owned by Declarant, Declarant shall record a revised plat of the affected Lot or Lots. Upon the recording by Declarant of such a revised plat, each lot shown on the previously recorded plat or plats, the boundaries of which are revised by the revised plat, shall cease to be a Lot as defined in this Declaration and each newly configured lot shown on the revised plat shall be a Lot as defined in this Declaration.

7. **Master Plan.** The term "Master Plan" shall mean and refer to the plan(s) for the Property and the Additional Property now or hereafter approved by the Appropriate Local Governmental Authority, as such plan(s) may be from time to time amended and approved.

8. **Owner.** The term "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Property, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

9. **Period of Declarant Control.** The term "Period of Declarant Control" shall mean and refer to the period of time commencing on the date this Declaration is recorded in the Office of the

Judge of Probate of Winston County, Alabama, and continuing for so long as Declarant or any affiliate of Declarant shall own any portion of the Property. In the event Declarant ceases to own any of the Property but thereafter annexes Additional Property to this Declaration, the Period of Declarant Control shall be reinstated until Declarant shall again cease to own any of the Property.

10. Property. The term "Property" shall mean and refer to all of the Property hereby or hereafter made subject to the terms, covenants and conditions of this Declaration, as amended from time to time.

ARTICLE II - ARCHITECTURAL CONTROL

1. Improvements. No construction, including clearing, grading, street driveway connection, temporary power service, can be commenced on any lot without the written pre-approval of the Declarant. A copy of all plans, drawings, exterior materials to be used including colors, must be furnished to the Declarant for Declarant's approval and keeping for future reference. Declarant may establish an Architectural Review Committee ("ARC") and assign to it the responsibility for approvals under this paragraph.

2. No liability. Neither Declarant nor the ARC shall be responsible or liable in any way for any defects in any plans or specification approved by Declarant or the ARC, nor for any structural defects in any work done according to such plans and specifications. Further, Declarant or the ARC shall not be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specification or the exercise of any other power or right provided for in this Declaration nor for any approvals or permits required from any governmental or other entity. Every person who submits plans or specifications for approval agrees, by submission of such plans and specifications, and every owner of any Lot agrees, that he or she will not bring any action or suit against Declarant or the ARC to recover any such damage.

ARTICLE III - RESTRICTIONS

1. Rules and Regulations of the Association

(a) The Association is authorized to promulgate, amend and enforce Rules and Regulations concerning the operation and use of the Property; provided that such Rules and Regulations are not contrary to or inconsistent with the Covenants or Certificate of Formation. A copy of the Rules and Regulations shall be furnished by the Board of Directors to each Owner prior to the time they become effective. All present and future Owners and any person who uses any part of the Property in any manner, are subject to, and shall comply with the provisions of the Covenants and the Rules and Regulations. The acquisition, rental or occupancy of a Lot or the use of any part of the Property by any person shall constitute his agreement to be subject to and bound by the provisions of this Declaration and the Rules and Regulations, and such provisions shall be deemed to be enforceable as equitable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Lot, as though such provisions were recited and stipulated in full in each and every deed of conveyance or lease thereof. The Association may promulgate enforcement provisions for violation of any Rule or Regulation by an Owner or Occupant, his

family members, guests, invitees, lessees or renters, including the payment of fines for such violations.

2. Land Use and Building Type No Lot shall be used except for single-family residential purposes; provided, however, Declarant, or any affiliated entity may use any Lot owned or leased by Declarant or any affiliated entity as a temporary sales office and/or model for the purposes of carrying on business related to the development, improvement and sale of the Property.

3. Dwelling Specifications. No dwelling shall be erected or allowed to remain on any Lot if the heated area of the main structure, including finished basements, but excluding unfinished basements, cellars, attic dormer spaces, open porches, decks and garages, shall be less than two thousand five hundred (2500) square feet.

4. Building Setback No building shall be located on any Lot nearer to the street-side of the Lot than twenty (20) feet from the edge of the road right of way, or nearer than fifteen (15) feet from the side lot line. There shall be no restriction on the setback on the lake side of any Lot, other than that which is imposed by Alabama Power. Deviations from building line restrictions not in excess of ten percent (10.0%) shall not be construed as a violation of these covenants.

5. Garages and Driveways. No garage shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by Declarant as to harmony of external design and location in relation to surrounding structures and topography.

6. Nuisance

No noxious or offensive activity shall be conducted upon any Lot or the Common Elements nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. In the event that any Lot Owner or any other person conducts obnoxious or offensive activity upon any Lot or does anything thereon which may be or may become an annoyance or nuisance to the neighborhood, a written complaint can be filed by a Lot Owner with the Association. No Lot or other area within Property shall be used as a dumping ground for rubbish or as a site for the accumulation of unsightly materials of any kind, including, without limitation, broken or rusty equipment and discarded appliances and furniture. No outdoor clotheslines shall be permitted.

7. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be permitted at any time or used on any lot at any time as a residence either temporarily or permanently.

8. Outside Antennas. Except for "dish" antennas designed to receive direct broadcast satellite service, including direct-to-home satellite service, one meter (39") or less in diameter, antennas designed to receive video programming services via MMDS (wireless cable) and antennas designed to receive television broadcast signals, no outside antennas or satellite dishes and no free standing transmission or receiving towers shall be erected on any Lot within the Property without the prior written permission of the Declarant. Except as otherwise reasonably required in order to receive the intended signal, any antenna or satellite dish erected on any Lot

within the Property shall be affixed to the dwelling, shall be a color which blends with its surrounds, shall have a mast only as high as reasonably necessary to receive the intended signal and shall not be visible from any street. Only one (1) dish antenna shall be allowed per Lot.

9. Motor Vehicles. No inoperative motor vehicle may be parked or stored on any Lot or any public or private street or other area within the Property for a period in excess of 48 hours. Vehicle or equipment repair or restoration taking longer than 48 hours will not be permitted outside the residence or on any driveway or lot unless such repair or restoration is concealed behind the dwelling and cannot be visible from the street. No street parking, either by Owners or guests, will be permitted at any time, including, without limitation, motor vehicles, trailers, construction vehicles or delivery vehicles.

10. Mobile Homes, Manufactured Homes, Etc. No mobile home, manufactured home, modular home, trailer, or other like structure shall be located or installed on any Lot. As used in this Section, mobile home, manufactured home or modular home shall mean a structure, assembled in whole or in part in a location other than on the Lot itself, transportable in one or more sections, any section of which, during transport, is four (4) feet or more in width and ten (10) feet or more in length, which may or may not be built on a permanent chassis and which is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities. Notwithstanding the foregoing, Declarant, builders or contractors may maintain temporary improvements (such as a sales office and/or construction trailer) on any Lot during the construction and development period.

11. Detached or Outbuildings or Structures. Any detached structure, whether built on or off site and for whatever purpose, must conform to the general architectural style and coloration of the residence and be pre-approved by Declarant.

12. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on the Common Elements or on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and further provided that they are kept and maintained in compliance with all laws and ordinances of Winston County, Alabama relating thereto.

13. Solar Panels. Solar panels must either be located on the back side of the dwelling or lot or be placed in a location that is unobtrusive to adjacent Owners.

14. Swimming Pools. No swimming pools shall be placed or built on any lot without the prior written approval of the Declarant. All plans and designs for swimming pools shall be submitted to the Declarant for written approval prior to construction.

15. Garbage Receptacles. No Property within this subdivision shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All waste shall be kept in sanitary containers, and all incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean sanitary condition. The Declarant or its agent shall have the right to enter upon any lot area deemed by public authority or the Declarant or its agent, to be unsightly. If the Declarant performs the work to comply with this restriction, then the cost shall be borne by the Owner and the cost shall be a lien upon the lot until paid as hereinafter set forth.

16. **Subdivisions of Lots.** No Lot shall be subdivided into a lot smaller than or different from the Lot shown on the recorded plat and no street shall be laid out across or through any Lot, except with the written consent of Declarant or the Association.

17. **Waiver of Unintentional Violation.** Declarant may waive any unintentional or minor violation of these restrictive covenants by an appropriate instrument in writing provided that if the unintentional or minor violation occurs on any lot which is adjacent to a lot or lots which have been conveyed to a fee simple owner or owners, the consent of such owner or owners shall be obtained to such waiver.

ARTICLE IV - COVENANT FOR ASSESSMENTS

1. **Affirmative Covenant to Pay Assessments.** Each Owner, by acceptance of a deed for a Lot, whether or not it should be so expressed in such deed, shall be obligated and hereby covenants and agrees to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies), in the manner set forth herein: (i) Annual Assessments or charges levied each year by the Association, (ii) Special Assessments for capital improvements, such Assessments to be established and collected as hereinafter provided; and (iii) Individual Assessments which may be levied against any Lot and the Owner thereof as a result of such Owner's or Occupant's failure to comply with the terms of this Declaration, the Rules and Regulations adopted by the Board, or as a result of damage caused by an Owner or Occupant. Notwithstanding the foregoing, Lots owned by Declarant, shall not be subject to any Assessment by the Association. The Annual Assessments, Special Assessments and Individual Assessments, together with interest, late charges, costs and reasonable attorneys' fees, shall also be a charge on each Lot and shall be a continuing lien upon each Lot against which such Assessment is made, which lien may be enforced in the manner hereinafter provided. Each such Assessment, together with interest, late charges, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due or was due.

2. **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the preservation of the appearance, value and amenities of the Property, and in particular for the improvement, preservation, maintenance and administration of the Common Areas (including, without limitation, road maintenance and the payment of common expenses as determined by the Association) and of any easement in favor of the Association and/or the Owners/Occupants, as well as for such other purposes as are properly undertaken by the Association. No profit, gain, or other benefit is to be derived by the Association from the Assessments, but, instead, such funds shall be expended only as agent for the Owners, and no part of the net earnings of the Association shall inure (other than by acquiring, constructing or providing management, maintenance, and care of the Common Areas) to the benefit of any individual.

3. **Initial Assessment.** Every purchaser of a Lot from the Declarant shall pay an Initial Assessment in the amount of \$200 to the Association to provide startup funding for the use and operation of the Association.

4. **Individual Assessment.** Any expenses incurred by the Association in enforcing any of the provisions of this Declaration against any specific Owner or Occupant shall be deemed an Individual Assessment against such Owner and the respective Lot owned by such Owner. Any expenses incurred by the Association as a result of damage caused by an Owner or Occupant shall be levied against the Owner and his Lot as an Individual Assessment. Such Individual Assessment shall be levied by the Association and shall be specified in a notice to the Owner, which notice shall also specify the due date for payment of the same.

5. **Annual Assessments.** The Association shall levy Annual Assessments in such amounts as are necessary to meet the common expenses and such other recurring or projected expenses as the Board of Directors of the Association may deem appropriate. The Annual Assessment for the Subdivision shall commence on January 1 of each year, and shall be paid quarterly in advance, with twenty-five percent (25%) of the Annual Assessment becoming due and payable on each of January 1, April 1, July 1, and October 1 of each calendar year.

6. **Special Assessments.** In addition to the Annual Assessments specified in paragraph 5 above, the Association may levy, at any time, one or more Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas or the private roads, provided that any such Assessment must have the assent and approval of (a) at least 51% of the Owners who are voting in person or by proxy at a meeting duly called for this purpose, and (b) to the extent Declarant is the Owner of any Lot in the Subdivision, the approval of Declarant.

7. **Special Meeting.** Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all Owners not less than fourteen (14) days but no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners, either in person or by proxy, entitled to cast 51% or more of all votes in the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting.

8. **Amount of Assessments.** Both Annual and Special Assessments must be fixed at a uniform rate for all Lots within the Subdivision and shall commence upon the closing of the sale of the Lot from the Declarant to a third party purchaser, and shall be due and payable in such manner as established by the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot at least thirty days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner. The due date for the payment of Annual Assessments shall be established by the Board of Directors in such notice (but such due date shall be, at a minimum, thirty days from the date of such notice). The Annual Assessment for the year 2023 shall be \$400.

9. **Certificate.** The Association shall, upon written demand by a Lot Owner or its mortgagee and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the Assessment on a Lot has been paid. A properly executed certification of the Association as the status of the Assessment on a Lot is binding upon the Association as of the date of its issuance.

10. **Effect of Non-Payment of Assessments; Liens; Remedies.**

(a) The obligation to pay any assessment (whether Annual, Special or Individual) or installment thereof due the Association shall be in default if such assessment or any installment thereof is not paid to the Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment due the Association shall bear interest at the rate established by the Board not to exceed the maximum legal rate on judgments allowed by law or eighteen percent (18%) until such delinquent assessment or installment and all interest due thereon has been paid in full. The Association shall have a lien against the Lot for delinquent assessments. Said lien shall secure and does secure the monies due for all assessments then or thereafter levied against the Lot, and such lien shall also secure interest, if any, which may be due on the amount of any delinquent assessment owing the Association. Said lien shall also secure all costs and expenses, including late penalties and reasonable attorneys' fees incurred by the Association in collecting delinquent assessments and enforcing the lien upon said Lot. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages in the State of Alabama, but the Association shall give reasonable advance notice of its proposed action to the Owner, the Mortgagee and all other lienholders of record of the Lot.

(b) The lien herein granted to the Association may be foreclosed by the Association, or its successors or assign, (the "Foreclosing Party") in the same manner as real estate mortgages in the State of Alabama, and the Foreclosing Party, or its agent, may sell the Lot at a public sale before the door of the courthouse of the county or counties, as may be required, in which the Lot or any part thereof is situated, after having first given notice of the time, place and terms of sale at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper published in said county, and after having given reasonable advance notice of the foreclosure sale to the Owner, any Mortgagee, and all other lienholders of record of the Lot. At any such sale, the Foreclosing Party may execute and deliver to the purchaser a deed and conveyance of the Lot. In the event of any sale under this Declaration by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Lot may be sold as an entirety and the Foreclosing Party in its sole discretion may elect to sell the personal property covered by this Declaration at one or more separate sales in any manner permitted by the Uniform Commercial Code of the state of Alabama, and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers. If the lien granted herein is now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, then Foreclosing Party at its option may exhaust the remedies granted under any of said security instruments or this Declaration either concurrently or independently, and in such order as Foreclosing Party may determine. Said sale may be adjourned by Foreclosing Party, or its agent, and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set. In the event of any sale of the Lot as authorized by this Section, all prerequisites of such sale shall be presumed to have been performed, and in any conveyance given hereunder all statements

of facts, or other recitals therein made, as to the nonpayment or nonperformance by the Owner or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true. Additionally, any foreclosure sale or sale of all or any portion of the Lot under the power herein granted, Foreclosing Party may credit bid for and purchase the Lot if the highest bidder therefor, but all proceeds of such sale shall be applied: (a) first, to the expenses of such sale and of all proceedings in connection therewith, including fees and expenses of Foreclosing Party's attorneys; (b) then to the repayment of the lien granted herein; and (c) finally the remainder, if any, shall be paid to such parties as are legally entitled to it, after deducting any expenses incurred in ascertaining the identity of such parties, or as may otherwise be provided by law.

11. **Damages.** In addition to the rights and remedies set forth above, if any Owner or Occupant (or any Owner's or Occupant's contractor, family members, guests or invitees) shall violate or attempt to violate any of the covenants and restrictions set forth herein, then Declarant, the Association, the ARC, or any Owner, jointly and severally, shall each have the right to prosecute proceedings at law for the recovery of damages against such Owner as a result of such violations and/or maintain a proceeding in equity against such Owner to enjoin such violation; provided, however, that the rights and remedies set forth herein shall be deemed to be cumulative of all other rights and remedies available at law or in equity. In any such proceedings, Declarant, the Association, the ARC or any Owner, jointly and severally, shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred by any of them in such proceedings, as well as interest on all unpaid amounts as specified in this Article. The failure of Declarant, the Association, the ARC or any Owner to institute proceedings for any one (1) or more violations of this Declaration shall not constitute approval of the same or be construed as a waiver of any right of action contained herein for past or future violations of said Declaration.

12. **Exempt Property.** The Board shall have the right to exempt any portion of the Property from the Assessment and liens created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes: (a) As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; or (b) As a Common Area.

ARTICLE IV - EASEMENTS

1. **Grant of Nonexclusive Easements to Owners.** Subject to the terms and conditions of this Declaration and the Rules and Regulations from time to time established by the Association with respect to the Common Areas, Declarant does hereby grant to each Owner and Occupant the nonexclusive right, privilege, and easement of access to and the use and enjoyment of the private roads within the subdivision and the Common Areas in common with all other Owners and Occupants and their respective successors and/or assigns. Subject to the remaining terms of this Declaration, the easement and rights granted pursuant to this paragraph are and shall be permanent and perpetual, are nonexclusive, are appurtenant to, and shall pass and run with title to each Lot.

2. **Utility Easements.** Declarant reserves for itself and the Association the right to use, dedicate and/or convey to the appropriate local authority or agency, and/or to the appropriate utility company or other companies, rights-of-way or easements on, over or under the ground to erect, maintain and use, electric and telephone poles, wires, cables, cable television, conduits, storm

sewers, sanitary sewers, surface drainage, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, surface water drainage, cable television, or other public conveniences or utilities, on, in and over the utility easements reflected on the Subdivision Record Map or as may hereafter appear on any plat of record of the Property subject to this Declaration, together with the right to construct within such reserved easement such swales and other surface water drainage systems as Declarant shall, in its sole discretion, deem necessary.

3. **Additional Easements and Uses.** For so long as Declarant owns any Lot, Declarant, and, thereafter, the Association, on its own behalf and on behalf of all Owners, who hereby appoint Declarant and/or the Association, as the case may be, irrevocably, as their attorney-in-fact for such purposes, shall have the right to grant such additional electric, telephone, water, sanitary sewer, landscaping, irrigation, security, maintenance, drainage, gas, cable television and/or other utility, recreational or service easements or facilities (subject to applicable restrictions), in any portion of the Property, and to grant access easements or relocate any existing access easements in any portion of the Property, as Declarant or the Association shall deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the general welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration, provided (a) such new easements or relocation of existing easements will not, in the opinion of the Board, unreasonably interfere with any Owner's enjoyment of the portion of the Property owned by such Owner, (b) any required work is done at the sole cost and expense of the Association, and after completing such work, the Association will restore any portion of the Property which was affected to the same or as good a condition as existed immediately before the commencement of such work, and (c) following the completion of such work, the Association shall cause a survey to be made of the easement showing its location on the Property and cause the same to be recorded in the Probate Office. In furtherance of the rights granted in this Section, Declarant and/or the Association may, as it deems necessary or desirable, provide for the simultaneous or concurrent use of any presently existing or additional easements by the Owners, Occupants, and the Owner's and Occupant's respective tenants, employees, guests, invitees, licensees and/or agents.

4. **Easement Reserved by Declarant.**

(a) **Easement Upon Common Areas.** Declarant does hereby establish and reserve, for itself, the ARC, the Association, and their respective agents, employees, representatives, invitees, successors and assigns, a permanent and perpetual nonexclusive easement appurtenant over, across, under, through and upon all of the Common Areas for the purpose of (i) constructing, installing, repairing and replacing any Improvements to the Property or to the Common Areas, and (ii) doing all other things reasonably necessary and proper in connection therewith; provided, however, that nothing in this sentence shall obligate Declarant to undertake any of the foregoing.

(b) **Changes in Common Areas.** Declarant does hereby establish and reserve unto itself and its successors and assigns the permanent right to change, modify and realign the boundaries of any of the Common Areas, any Lots, or other portions of the Property or of the Development owned by Declarant. Declarant further reserves the right, but shall not have any obligation, to convey by quitclaim deed to the Association at any time and from time to time any portion of the Property,

or any Improvements thereto to be utilized as Common Areas, as Declarant, in its sole discretion, may determine.

5. **Encroachments.** In the event that any improvements on a Lot shall encroach upon any Common Elements or upon any other Lot as a result of the initial improvements constructed by Declarant or for any reason not caused by the purposeful or negligent act of the Owner or agents of such Owner, then an easement appurtenant to such Lot shall exist for the continuance of such encroachment upon the Common Elements or other Lot for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Elements shall encroach upon any Lot, then an easement shall exist for the continuance of such encroachment of the Common Elements into any such Lot for so long as such encroachment shall naturally exist.

6. **Additional Drainage Easements.** In order to implement effective and adequate erosion control, the Declarant shall have the right to enter upon any portion of the Property before and after improvements have been constructed thereon for the purpose of performing any grading or constructing and maintaining erosion prevention devices; provided, however, no such activities shall interfere with any permanent improvements constructed on the Property.

7. **Limitations.** Any easements which may be created pursuant to this Article IV shall be appurtenant to, and the benefits and burdens thereof shall pass along with the title to, every lot and are further subject to the following limitations:

(a) All provisions of this Declaration and the Certificate of Formation and Bylaws of the Association;

(b) All the Rules and Regulations governing the use and enjoyment of the Common Areas which may or may have been or may hereafter be adopted by the Association;

(c) All restrictions contained on any and all plats of all or any part of the Common Areas or any other part or parts of the Property; and

(d) Declarant does hereby establish and reserve for itself and its successors and assigns and does hereby grant to the Association and its agents, employees, successors and assigns, a permanent and perpetual right and easement on, over, across, through and upon all Lots and all unimproved portions of any Lots for the purpose of taking any action necessary to effect compliance with the Architectural Standards and any watershed, soil erosion or environmental rules, regulations and procedures from time to time affecting or otherwise promulgated or instituted by any Governmental Authorities or the Board. The easement and right established, reserved and granted herein shall include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water and the right to take any other action which may be required in order to satisfy the requirements of the Architectural Standards or any Governmental Authorities, including, without limitation, any watershed, soil erosion, storm water discharge or environmental rules, regulations or procedures affecting the Property. Except in the case of an emergency situation or a perceived emergency situation, the exercise by Declarant or

the Association of the rights reserved or granted in this paragraph shall not unreasonably interfere with the use or occupancy of any Improvement.

ARTICLE V - GENERAL PROVISIONS

1. General Declaration.

Declarant hereby declares that the Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens and regulations of this Declaration and the Property, any part thereof and each Lot thereof shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to the terms of this Declaration, which easements, covenants, conditions, restrictions, charges, liens and regulations shall run with the title to such Property and shall be binding upon and inure to the benefit of Declarant and upon all Owners and Occupants of the Property and any Lot thereof. Each deed for the sale of a Lot in the Subdivision will be subject to the terms and conditions of this Declaration, regardless of whether the deed contains reference to this Declaration. This Declaration shall not apply to any other real property owned by Declarant unless the same is subjected specifically by written instrument to this Declaration in accordance with Paragraph 2 hereof.

2. Additional Property. Declarant reserves the right, in its sole and absolute discretion and without the consent of the Association, the Owners, Occupants, or Mortgagees of any Lot or dwelling, at any time and from time to time during the pendency of this Declaration, to add and submit any Additional Property to the provisions of this Declaration and, to the extent any of the Additional Property is specifically submitted to the terms and provisions of this Declaration by Declarant, then any such Additional Property shall constitute part of the Property. Additional Property may be submitted to the provisions of this Declaration by an instrument executed by Declarant in the manner required for the execution of deeds and recorded in the Probate Office, which instrument shall be deemed an amendment to this Declaration (which need not be consented to or approved by any Owner, Occupant or Mortgagee of any Lot) and shall (a) refer to this Declaration stating the Instrument Number in the Probate Office where this Declaration is recorded, (b) contain a statement that such Additional Property is subject to the provisions of this Declaration, (c) contain a legal description of such Additional Property and (d) state such other or different covenants, conditions and restrictions as the Declarant, in its sole discretion, shall specify to regulate and control the use, occupancy and improvement of such Additional Property. In no event shall Declarant be obligated to submit any Additional Property to the provisions of this Declaration or to impose any of the covenants, conditions or restrictions set forth in this Declaration upon any real property owned by Declarant situated adjacent to or in close proximity with the Subdivision. Notwithstanding anything provided in this Declaration to the contrary, (1) the provisions of this paragraph may not be modified, rescinded, supplemented or amended, in whole or in part, without the prior written consent of Declarant and (2) the rights reserved by Declarant pursuant to this paragraph shall not be deemed to inure to the benefit of any transferee or purchaser of the Additional Property or any portion thereof, unless Declarant, in its sole discretion, transfers and conveys to such transferee or purchaser the rights reserved herein by express reference to this paragraph of this Declaration.

3. Right of Declarant to Modify Restrictions with Respect to Lots Owned by Declarant. With respect to any Lot owned by Declarant, Declarant may, by deed, contract or other instrument filed for record in the manner specified in paragraph (2) above, modify the provisions of this Declaration as the same apply to any such Lot, without the consent of the Association, or by any Owner, Occupant, or Mortgagee of any Lot or dwelling thereon.

4. Development of Property. So long as Declarant owns any portion of the Property, Declarant shall have the right to make improvements and changes to all Common Areas and to all Lots owned by Declarant, including, without limitation, (a) installing and maintaining any Improvements in or to the Common Areas, (b) changing the location of the boundaries of any Lots owned by Declarant or the boundaries of any of the Common Areas, (c) changing the boundaries of any portion of the Property owned by Declarant including any Additional Property owned by Declarant, (d) installing and maintaining any water and any other utility systems and facilities within any of the Common Areas, (e) converting and changing any Lots or any portion thereof owned by Declarant into Common Areas, streets, roadways, paths, parks or other uses and (f) removing or exempting any portion of the Property and any Lots or Common Areas from the terms and provisions of this Declaration. The exercise by Declarant of any of the rights reserved unto Declarant in this paragraph may be exercised by Declarant without any requirement that the consent or approval of any Owners, the Association, the ARC or any Mortgagees be obtained.

5. Subdivision Record Map. Declarant reserves the right to record, modify, amend, revise and otherwise add to, at any time and from time to time, the Subdivision Record Map of the Property setting forth such information as Declarant may deem necessary with regard to the Property, including, without limitation, the locations and dimensions of all Lots, Common Areas, Additional Property, public or private roads, utility systems, drainage systems, utility easements, drainage easements, access easements, set-back line restrictions, retention ponds and drainage basins. Any such Subdivision Record Maps or any amendments thereto shall be binding on the portions of the Property indicated thereon as if such Subdivision Record Map were specifically incorporated into this Declaration. Notwithstanding anything provided to the contrary in this Declaration, the rights reserved by Declarant pursuant to this paragraph may be exercised by Declarant without any requirement that the consent or approval of any Owners or Mortgagees be obtained (other than the Owner or mortgagee of any Lot which is being subdivided or re-subdivided) and shall include, without limitation, the right to (a) divide and re-subdivide, combine, subdivide and re-subdivide any Lots, Common Areas and other portions of the Property owned by Declarant, and (b) amend from time to time and at any time Exhibit "B" to this Declaration to reflect any such subdivision or re-subdivision of any portion of the Property, or the addition of Additional Property.

6. Enforcement. The failure of Declarant to enforce any right, privilege, covenant or condition which may be granted to it by this Declaration or other above-mentioned document shall not constitute a waiver of the right of Declarant to thereafter enforce such right, provision, covenant or condition in the future.

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

8. **Amendment.** The covenants and restrictions of this Declaration shall run and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated as hereinafter provided. No amendment purporting to revoke or curtail any right herein conferred to Declarant shall be effective unless executed by Declarant.

9. **Effective Date.** This Declaration shall become effective upon its recordation in the Probate Office of Winston County, Alabama.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed in its name as of the 30th day of September 2022.

SLICK FORD, LLC

Declarant

By:

John A. Riley, III
Authorized Member

STATE OF ALABAMA
COUNTY OF CULLMAN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John A. Riley, III, whose name as Authorized Member of Slick Ford, LLC, is signed to the foregoing and who is known to me, acknowledged before me on this date that, being informed of the contents of said Declaration, he, as such authorized member and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

Given under my hand and official seal this the 30th day of September 2022.



Nancy McClellan

Notary Public

My Commission Expires: 2-4-23

DEED 362 418

The undersigned execute this Declaration to indicate their consent and agreement to be bound by the terms thereof.

GROUP OF FIVE, LLC
An Alabama Limited Liability Company

By: John A. Riley, III
John A. Riley, III,
Authorized Member

COG, LLC
An Alabama Limited Liability Company

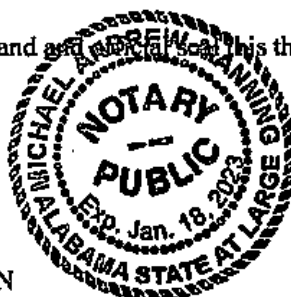
By: Carl O. Godsey
Carl O. Godsey
Authorized Member

DEED 362 419

STATE OF ALABAMA
COUNTY OF CULLMAN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John A. Riley, III, whose name as Authorized Member of Group of Five, LLC, is signed to the foregoing and who is known to me, acknowledged before me on this date that, being informed of the contents of said Declaration, he, as such authorized member and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

Given under my hand and official seal this the 23 day of September 2022.



Michael Andrew Manning
Notary Public
My Commission Expires: 1-18-23

STATE OF ALABAMA
COUNTY OF CULLMAN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Carl O. Godsey, whose name as Authorized Member of COG, LLC, is signed to the foregoing and who is known to me, acknowledged before me on this date that, being informed of the contents of said Declaration, he, as such authorized member and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

Given under my hand and official seal this the 23 day of September 2022.



Michael Andrew Manning
Notary Public
My Commission Expires: 1-18-23

SCHEDULE A

**Certificate of Formation of
Slick Ford Subdivision Association, Inc.**

DEED 362 420

STATE OF ALABAMA
WINSTON COUNTY

CERTIFICATE OF FORMATION
OF
SLICK FORD SUBDIVISION ASSOCIATION, INC.

The undersigned, acting as incorporator of a non-profit corporation under the Alabama Nonprofit Corporation Act, Code of Alabama, 1975, Section 10A-1-3.05 and 10A-3-3.02, *et seq.* (the "Act"), hereby adopts the following Certificate of Formation for such corporation:

1. **Name.** The name of the Corporation shall be "SLICK FORD SUBDIVISION ASSOCIATION, INC.," hereinafter referred to as the "Association."
2. **Duration.** The period of duration of the Association is perpetual.
3. **Purpose.** The Association is not organized for profit and the purpose for which the Association is organized is to provide an entity for the operation, management, maintenance control and administration of Slick Ford Phase I Subdivision, located in Winston County, Alabama (the "Development") by its homeowners.
4. **Powers.** The power of the Association shall include and be governed by the following provisions:
 - a. The Association shall have all the common law and statutory powers of a nonprofit corporation which are not in conflict with the terms of these Articles as they may be amended from time-to-time, including, without limitation, the following (capitalized terms shall have the meaning as set forth in the Slick Ford Covenants, Conditions and Restrictions (the "Covenants")):
 - i. To acquire, hold, lease, mortgage or convey real, personal or mixed property wherever situated, including, without limitation, Lots in the Development.
 - ii. To make and collect assessments against the members as provided in the Covenants to defray the costs, expenses and losses of the Development or any other business enterprise, venture or property interest of the Association, and to use the proceeds of the assessments in the exercise of the power and duties herein provided;
 - iii. To borrow funds to pay for such expenditures as may be authorized by the provisions of the Covenants;
 - iv. To maintain, repair, replace, clean, sanitize and operate the Development and the Property;
 - v. To purchase insurance for the protection of the Board of Directors, the Association and its members;
 - vi. To make and amend reasonable Rules and Regulations respecting the use of the Property or the property of the Association;

- vii. To lease or grant easements or licenses for use of the Common Areas in a manner not inconsistent with the rights of Owners of Lots;
 - viii. To enforce by legal means the provisions of the Covenants, the Articles, the Bylaws and the Rules and Regulations of the Association for the use of the Property; and
 - ix. To contract for the management of the Association and to delegate to such contractor all powers and duties of the Association except such as are specifically required to be performed by the Association.
 - x. To carry on any other business in connection with the foregoing, to transact any or all lawful business for which corporations may be incorporated under the Act, and to have and exercise all powers necessary or convenient to effect the purposes of the Association in accordance with and subject to the terms and provisions of the Covenants and Restrictions.
- b. The Association shall have and may exercise all powers set forth in this paragraph or any other paragraph of this Certificate of Formation.
 - c. All funds and title of properties acquired by the Association and the proceeds therefrom shall be held in trust for the members in accordance with the provision of the Declaration and Bylaws of the Association.

The Association does not contemplate pecuniary gain or profit for the members thereof and the funds of the Association, whether received by gift or otherwise, regardless of the source thereof, shall be exclusively used in the promotion of the business of the Association, as the Board of Directors may from time-to-time determine.

5. **Members.** The members of the Association shall consist of all of the record Owners of Lots in the Development. Membership in the Association shall be evidenced by a deed or other instrument establishing a record title to a Lot in the Development recorded in the Probate Office of Winston County, Alabama. Upon such recordation, the Owner of the Lot designated by such instrument shall become a member of the Association and the membership of the prior Owner shall be terminated. The share of a member in the funds or assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot. Each Lot is entitled to one vote in the Association.

6. **Board of Directors** (a) The affairs of the Association shall be managed by a Board of Directors consisting of the number of directors as shall be determined by the Bylaws; provided, however, that the Board of Directors shall consist of not less than three (3) Directors, to be elected at the annual meeting of the members in the manner determined by the Bylaws. Vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(b) Notwithstanding the provisions set forth in paragraph 6(a), Slick Ford, LLC (the "Declarant"), its successors and assigns, shall control by appointing and renewing officers and members of the Board until such time as the last Lot is conveyed to anyone other than the Declarant or at such other, earlier time as the Declarant shall elect to cede control of the Association to the Members. Within sixty (60) days before the date of termination of control of the Association by the Declarant, the Board of Directors shall call and give not less than ten (10)

nor more than thirty (30) days' notice of a special meeting of the membership for the purpose of electing the members of the Board of Directors.

(c) The initial Board of Directors shall have three (3) Directors. The name and address of the members of the initial Board of Directors who shall hold office until their successors are elected and have qualified, or until such Directors are removed, are as follows:

NAME	ADDRESS
Carl O. Godsey	2570 County Road 61 Houston, AL 35572
Chad Burks	820 County Road 1112 Cullman, AL 35057
James R. O'Brien	P. O. Box 2026 Birmingham, AL 35203

(d) Any Director may be removed, either with or without cause, at any time, by the Declarant, pursuant to paragraph 6(b), or, after the Declarant has ceded control, by a two-thirds vote of all persons present in person and entitled to vote at a meeting of the Lot Owners at which a quorum is present, and the vacancy on the Board caused by any such removal may be filled by the members at such meeting or at any subsequent meeting in the manner prescribed in the Bylaws for the filling of vacancies on the Board.

7. **Initial Registered Office and Agent.** The address of the Association's registered office is 226 County Road 1415, Cullman, AL 35058, and the name of its initial registered agent is John A. Riley, III.

8. **Indemnification.** The Association shall have the right to indemnify each person who shall serve as director, officer, employee, or agent of the Association, or shall serve at the request of the Association in a similar capacity with another corporation, joint venture, trust, or other enterprise, to the extent to which this Association is granted the power to so indemnify such persona by any and every statute of the State of Alabama or act of the Legislature of the State of Alabama.

9. **Conflicts of Interest** No contract or other transaction between the Association and any person, firm, association or corporation and no other act of the Association shall, in the absence of fraud, be invalidated or in any way affected by the fact that any of the directors of the Association are directly or indirectly, pecuniarily or otherwise interested in such contract, transaction or other act, or related to or interest in (either as a director, stockholder, officer, employee, member or otherwise (such person, firm, association or corporation. Any director of

the Association individually, or any firm or association of which any director may be a member of, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Association, provided that the fact that he, individually or such firm or association, is so interested, shall be disclosed or known to the Board of Directors or a majority of the members thereof as shall be present at any meeting of the Board of Directors, or of any committee of directors having the powers of the full Board, at which action upon any such contract, transaction or other act is taken; and if such fact shall be so disclosed or known, any director of the Association so related or otherwise interested may be counted in determining the presence of a quorum at any meeting of the Board of Directors, or of such committee, at which action upon any contract, transaction or act shall be taken, and my vote with respect to such action with like force and effect as if he were not so related or interested. Any director of the Association may vote upon any contract or other transaction between the Association and any affiliated corporation without regard to the fact that he is also a director of such affiliated corporation.

10. **Dissolution.** (a) Upon the dissolution of the Association, all of the assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner: unless otherwise agreed to the contrary in the plan of distribution, all remaining assets shall be distributed among the Members of the Association, as tenants in common, with each Member's share of the assets to be determined in accordance with their respective voting rights, as set forth herein.

(b) Dissolution of the Association shall be accomplished as set forth in the Alabama Nonprofit Corporation Law as set out in the Alabama Business and Nonprofit Entity Code.

11. **Power of President and Vice President to Execute Documents.** The President and/or the Vice President of the Association shall each have authority to execute instruments, documents and contracts on behalf of the Association, except that any amendments to the Declaration shall be signed by the President and Secretary.

12. **Right to Amend.** The Association reserves the right to amend, alter, change or repeal any provision contained in these Articles in the manner now or hereafter provided by law, by the affirmative vote of two-thirds (2/3) of the votes entitled to be cast by the members of the Association voting, either in person or by proxy, at a duly convened meeting of the members held pursuant to the terms of the Bylaws. All rights conferred upon officers and directors are granted subject to this reservation.

13. **Incorporator:** The name and address of the incorporator is as follows: Nancy F. McClellan, 401 Second Avenue SW, Cullman, AL 35055.

14. **Incorporation by Reference.** All of the terms, provisions, definitions, covenants and conditions set forth in the Declaration are hereby expressly incorporated herein by reference, as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth in this Certificate of Formation and the Covenants and Restrictions, then the provisions of the Declaration shall at all times control.

IN WITNESS WHEREOF, the undersigned Incorporator has hereunto subscribed her name to this Certificate of Formation as of the 30th day of September 2022.



NANCY F. MCCLELLAN

Prepared by:
Nancy F. McClellan
Bland, Harris & McClellan, P.C.
401 Second Avenue SW
Cullman, AL 35055

DEED 362 425

Recorded In
DEED Book: 2023 Page: 2147
Inst Num: 194854
9/5/2023 12:23:03 PM
Sheila G. Moore, Judge of Probate
Winston County, AL
Total Fees: \$8.00
Total Tax: \$0.00
Grand Total: \$8.00

This instrument was prepared by:
Nancy F. McClellan
Bland, Harris & McClellan, P.C.
401 2nd Avenue SW
Cullman, Alabama 35055

FIRST AMENDMENT TO RESTRICTIONS, COVENANTS
AND CONDITIONS OF SLICK FORD SUBDIVISION

This Amendment to the Covenants, Conditions and Restrictions (the "Covenants") of **SLICK FORD SUBDIVISION** as recorded in Deed Book 362, Page 405 in the Probate Records of Winston County, Alabama, is made effective the 24th day of August 2023 by Slick Ford, LLC, as the developer of Slick Ford Subdivision as recorded in Plat Book 3, Page 293 in the Probate Records of Winston County, Alabama, and Declarant in the Covenants.

WHEREAS, at Article V, paragraph 3, the Covenants provide as follows:

"3. Right of Declarant to Modify Restrictions with Respect to Lots Owned by Declarant. With respect to any Lot owned by Declarant, Declarant may, by deed, contract or other instrument filed for record in the manner specified in paragraph (2) above, modify the provisions of this Declaration as the same apply to any such Lot, without the consent of the Association, or by any Owner, Occupant, or Mortgagee of any Lot or dwelling thereon;"

And,

WHEREAS, Article I, paragraph 6 of the Covenants provide that Declarant's rights are assignable; and,

WHEREAS, Article III, paragraph 4 of the CCRs provide that the minimum setback line for side lot lines was fifteen (15) feet; and,

WHEREAS, the Developer and its assignee, COG Development, LLC, now intend to modify the setback line for side lot lines to be no nearer than five (5) feet;

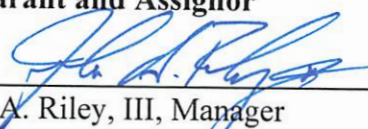
NOW THEREFORE, Article III, paragraph 4 of the Covenants, Conditions and Restrictions is hereby amended to declare that no building shall be located on any Lot nearer than five (5) feet from the side lot line.

FURTHER, **SLICK FORD, LLC**, does hereby assign and convey to **COG Development, LLC**, ("Assignee") Declarant's right to modify the provisions of Article III, paragraph 4 in accordance with this Amendment, and Assignee concurs with this modification.

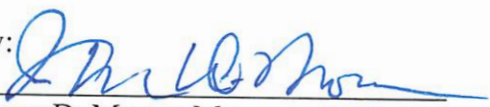
Rec'd fee 8.00

IN WITNESS HEREOF, the undersigned has hereunto set his hand and seal this the 24 day of August 2023.

**SLICK FORD, LLC, an Alabama limited liability company,
Declarant and Assignor**

By: 
John A. Riley, III, Manager

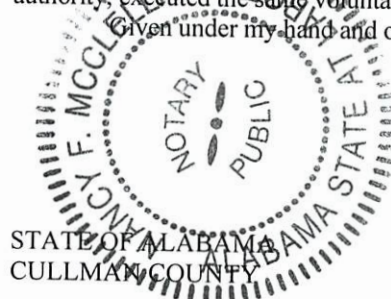
**COG DEVELOPMENT, LLC, an Alabama limited liability company,
Assignee**

By: 
James D. Moore, Manager

STATE OF ALABAMA
CULLMAN COUNTY

I, the undersigned, a notary public in and for said County in said State, hereby certify that John A. Riley, III, as Manager of Slick Ford, LLC, whose name is signed to the foregoing amendment and who is known to me, acknowledged before me on this date that, being informed of the contents hereof, he, as such manager and with full authority, executed the same voluntarily.

Given under my hand and official seal this the 24th day of August 2023.




Notary Public
My Commission Expires: 2-2-27

I, the undersigned, a notary public in and for said County in said State, hereby certify that James D. Moore, as Manager of COG DEVELOPMENT, LLC, whose name is signed to the foregoing amendment and who is known to me, acknowledged before me on this date that, being informed of the contents hereof, he, as such manager and with full authority, executed the same voluntarily.

Given under my hand and official seal this the 24 day of August 2023.




Notary Public
My Commission Expires: 1-26-2025



CONTACT



Justin Dyar

205-468-6375



John Robert Elliot

256-566-4327