

This instrument prepared by and upon
recording should be returned to:

Edward J. Bullard Jr., Esq.
Bullard Law Group, PLLC
201 Old Country Road, Suite 120
Melville, New York 11747
(516) 368 - 8830

STATE OF ALABAMA)

COUNTY OF SHELBY)

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (this "Declaration") is made and entered into as of the 26th day of May, 2022 by **THE CWD, L.L.C.**, an Alabama limited liability company ("CWD").

RECITALS:

WHEREAS, CWD is the owner of those certain property known as Lot 3 (Parcel No.: 03-9-32-0-002-005.074) (the "Property") according to the Final Record Plat of The Crossroads Northeast, as recorded in Map Book 35, Page 29, in the Probate Office of Shelby County, Alabama, as more particularly described on Exhibit A annexed hereto and made a part hereof;

WHEREAS, on this day CWD has sold to Mavis Southeast LLC ("Mavis") certain property located near the Property, known as Lot 2 (Parcel No.: 03-9-32-0-002-005.075) (the "Mavis Property") according to the Final Record Plat of The Crossroads Northeast, as recorded in Map Book 35, Page 29, in the Probate Office of Shelby County, Alabama, as more particularly described on Exhibit B annexed hereto and made a part hereof; and

WHEREAS, CWD desires to establish a restriction against using the Property as an Auto Center (as hereinafter defined).

NOW, THEREFORE, in order to enhance and protect the value of the Property and the Mavis Property, CWD does hereby declare as follows:

1. Restricted Use of Property.

So long as an Auto Center (hereinafter defined) is operated on the Mavis Property, the Property shall not be used for the operation an Auto Center (the "Use Restriction"). The term "Auto Center" shall mean a business engaged in general automotive repair and/or diagnostics, tire sales, oil changes and/or quick lube services. No owner, tenant or occupant of the Property may use the Property as an Auto Center.

2. Covenant Running With the Land. The Use Restriction granted herein shall constitute a covenant running with the land and shall inure to the benefit of the owner of the Mavis Property and its successors and assigns, and be binding upon the owner of the Property, all future owners or possessors of all or any portion of the Property, and each of their respective heirs, legal representatives, successors, designees and assigns, and any and all persons claiming under them. If the owner of the Mavis Property ends the use of the Mavis Property as an Auto Center for a period in excess of one hundred eighty (180) consecutive days, this restrictive covenant shall terminate and no longer run with the land.

3. Miscellaneous.

(a) *Amendment.* This Declaration may be amended or modified at any time only by an agreement in writing mutually agreed to and executed by all the owners of the Property and the Mavis Property.

(b) *Breach; Remedies.* In the event of a breach of any of the terms of this Declaration, the owner of the Mavis Property (or its tenants or occupants) shall be entitled to pursue all relief available at law and in equity, including, but not limited to injunctive relief and/or damages.

(c) *Attorneys' Fees.* In the event that any party burdened by or benefited by this Declaration institutes an action or proceeding against the other arising out of or in connection with this Declaration, the prevailing party in such action or proceeding shall be entitled to receive from the non-prevailing party (or parties) all reasonable attorneys' fees, court costs, and litigation costs incurred by the prevailing party in connection with such action or proceeding (whether at the administrative, trial, or appellate levels) in such amount as the court or administrative body may determine.

(d) *Severability.* The unenforceability or invalidity of any provision of this Declaration will not render any other provision of this Declaration unenforceable or invalid.

(e) *Applicable Law.* This Declaration shall be construed and governed in accordance with the law of the State of Alabama.

(f) *No Waiver.* The failure of the owner of the Mavis Property, in one or more instances, to insist upon compliance with any of the terms of this Declaration, or to exercise any right or privilege contained herein, shall not constitute or be construed to constitute the waiver of such or similar restriction, right, option, or privilege, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

{*Signature and Acknowledgement on following page*}

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has duly executed this Declaration as of the day and year first above written.

DECLARANT:

THE CWD, L.L.C.,
an Alabama limited liability company

By: **DANTRACT, INC.**
Its: Managing Member

By: *Charles W. Daniel*
CHARLES W. DANIEL
Its: President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said in County in said State, hereby certify that **CHARLES W. DANIEL**, whose name as President of Dantract, Inc., an Alabama corporation, the Managing Member of **The CWD, L.L.C.**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability.

Given under my hand and official seal this the 26th day of May 2022.

Jill Nicole Wallace
Notary Public

AFFIX SEAL

My commission expires: 05/22/2024

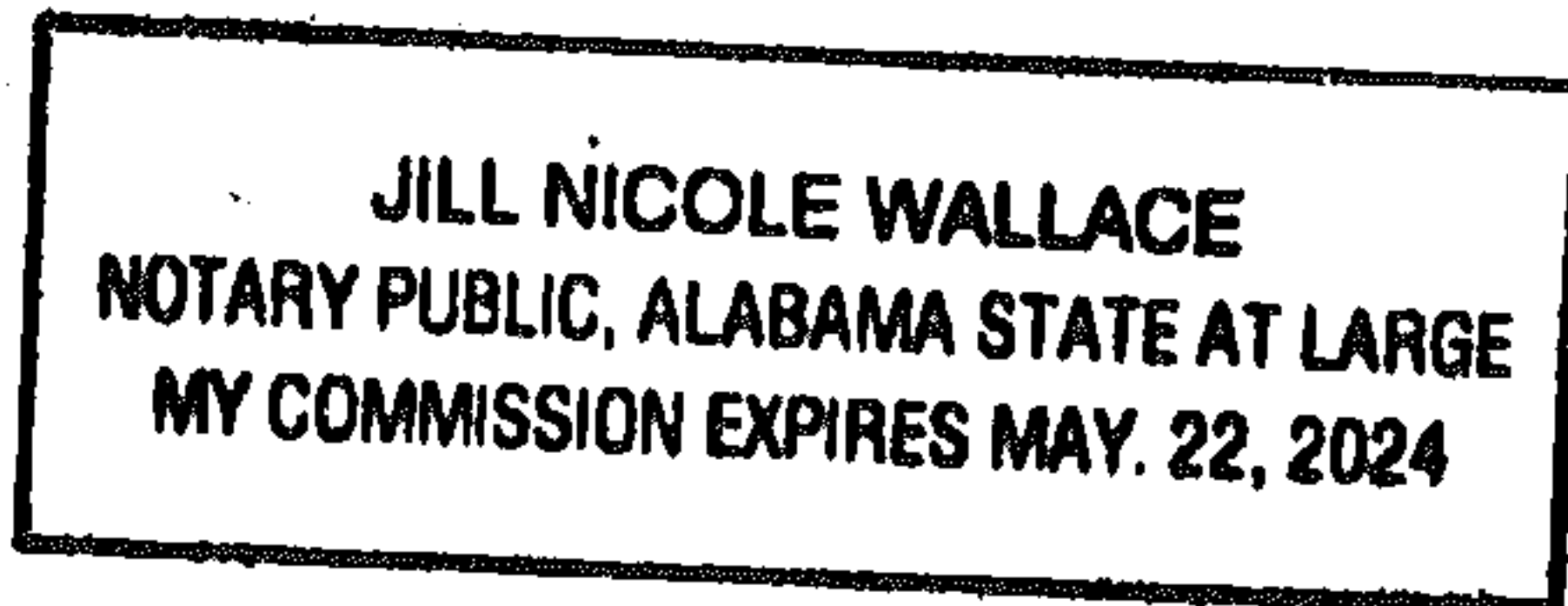


EXHIBIT A

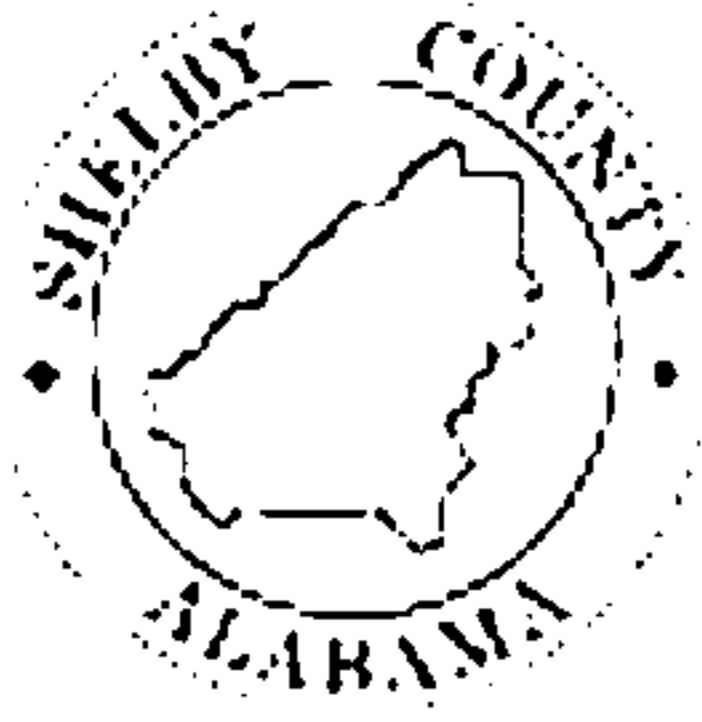
The Property

Lot 3, according to the Final Record Plat of The Crossroads Northeast, as recorded in Map Book 35, Page 29, in the Probate Office of Shelby County, Alabama.

EXHIBIT B

Mavis Property

Lot 2, according to the Final Record Plat of The Crossroads Northeast, as recorded in Map Book 35, Page 29, in the Probate Office of Shelby County, Alabama.



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/01/2022 08:34:02 AM
\$34.00 PAYGE
20220601000219360**

Allie S. Bayl