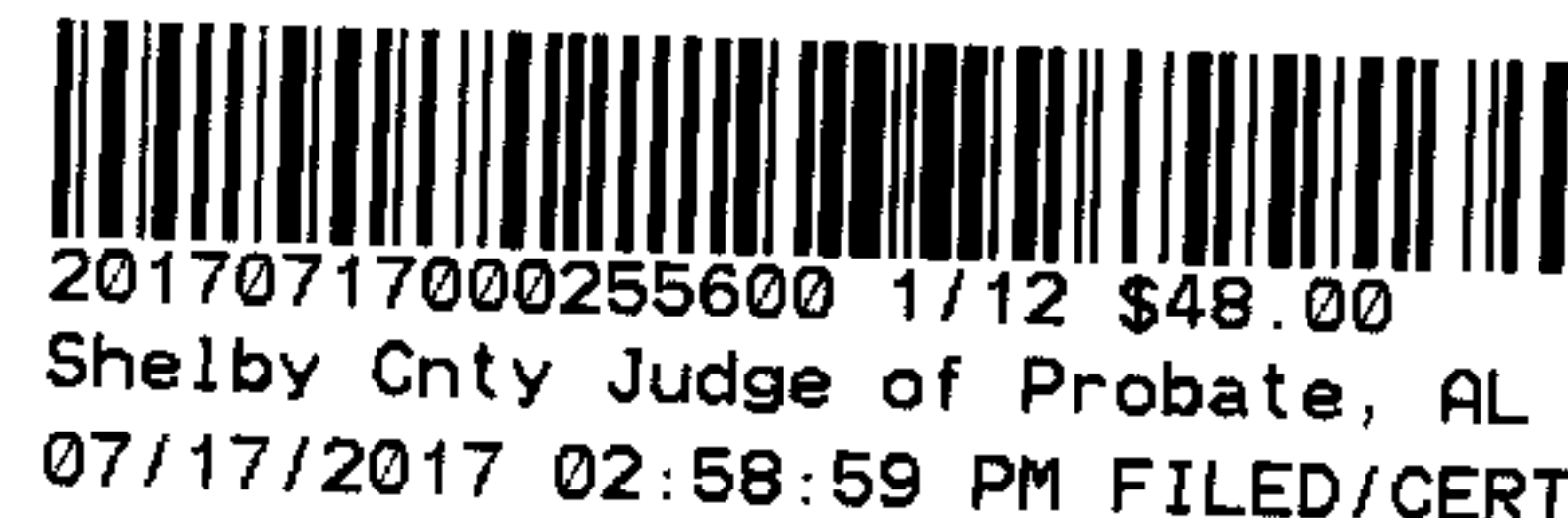


Recording Requested By and
~~When Recorded Mail to:~~

Graybill, Lansche & Vinzani, LLC
2721 Devine Street
Columbia, South Carolina 29205

Once recorded, please return to:
Stewart Title Guaranty Company
5935 Carnegie Blvd, Suite 301
Charlotte, NC 28209



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STATE OF ALABAMA)
)
COUNTY OF SHELBY) ***DECLARATION OF
RECIPROCAL EASEMENTS AND
RESTRICTIONS***

THIS DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS (the "**Declaration**") is made as of the 12th day of July, 2017 by AL ALABASTER MONTEVALLO, LLC, a South Carolina limited liability company (hereinafter, "**Declarant**").

RECITALS

WHEREAS, Declarant is the owner of those certain parcel of real property labeled as "Lot 1", "Lot 2", and "Lot 3" ([and any future subdivisions thereof] being sometimes referred to individually as a "**Parcel**" and collectively as the "**Parcels**"), more particularly described on ***Exhibit A*** attached hereto and made a part hereof; and

WHEREAS, the term "**Owner**" or "**Owners**" shall mean the Owner or Owners of the Parcels, or any portion thereof, and any and all successors or assigns of such Owners to the fee simple title of all or any portion of any Parcel, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such Parcel; and

WHEREAS, Declarant desires to, pursuant to the terms and conditions of this Agreement, subject the Parcels to certain easements, conditions and restrictions all as more particularly set forth herein.

NOW, THEREFORE, Declarant hereby covenants and declares, on behalf of itself and its successors and assigns, that the Parcels shall be held, conveyed, acquired and encumbered subject to the following easements and restrictions, all of which shall run with the Parcels and bind and inure to the benefit of all persons who may now or hereafter occupy or enter upon any portion thereof, subject to the right of Declarant to amend this Declaration as provided herein.

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated and made a part of this Declaration.
2. **Reciprocal Access Easements.**
 - a. ***Grant of Reciprocal Access Easements.*** The Parties do hereby declare, establish, grant and create reciprocal and mutual, nonexclusive, permanent, perpetual and irrevocable


easements for reasonable pedestrian and vehicular access, ingress and egress on, over and across all roads, drives and (for pedestrian usage only) walkways as existing from time to time, or as may be relocated from time to time, on each Parcel for the benefit of the other Parcel so as to provide for the passage of motor vehicles and pedestrians between the Parcels and the abutting public and private roads. The easements created in this Section 2 are herein collectively called the "Access Easements". The roads, driveways and walkways as existing from time to time, or as they may be relocated from time to time, over the Parcels are called "Access Easement Areas." The Access Easements shall be for the benefit of all Owners of any portion of the Parcels, and each such Owner may grant the benefit of such Access Easements to their respective tenants or occupants of their respective Parcel (hereinafter sometimes called "Occupants"), and to the customers, employees and business invitees of such Owners and Occupants, but any such grant is not intended to nor shall it be construed as creating any right in or for the benefit of the general public or for any other real estate.

b. *Reasonable Use of Access Easement.* The Access Easements granted herein are nonexclusive and shall be used in a manner so as not to unreasonably interfere, obstruct or delay the conduct and operations of business of any other Owner or its Occupants at any time conducted on its Parcel, including without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith. Each Owner of any portion of the Parcels shall have the right, upon not less than ten (10) days' prior notice to the Owners of the remainder of the Parcels, to temporarily close any Access Easement Area located on its portion of such Parcel, for the minimum time legally necessary to prevent either a dedication thereof or an accrual of any rights in any person or entity other than pursuant to this Agreement, or in the public generally therein, if, in the reasonable opinion of such Owner, such closing is necessary.

c. *Alterations to Access Easement Areas.* Each Owner may change the roadways, driveways and other traffic improvements located within its respective Parcel from time to time provided (i) such change does not materially impair the other Owner(s)' use of the easements herein granted and the accessibility afforded by such easements to adjoining public rights-of-way, and (ii) the Owner making such changes does not unreasonably interfere with business operations on the other Parcels.

d. *Relocation of Access Easement Areas.* Each Owner of any portion of the Parcels shall have the right, at any time and from time to time, to relocate the Access Easements and Access Easement Areas on its respective portion of such Parcel, provided such relocation shall not materially adversely affect access between any other portion of the Parcels and any public or private road. If any such Owner opts to relocate any of the Access Easements and Access Easement Areas, the cost of any such relocation shall be borne solely by such Owner, and such relocation shall be in compliance with all applicable laws, codes, rules and regulations of governmental authorities having jurisdiction. Upon any such relocation, the other Owners shall no longer have any rights to the abandoned Access Easement and to the abandoned Access Easement Area. The newly relocated Access Easement and the newly relocated Access Easement Area shall be subject to all of the terms of this Agreement as fully as if they had originally been designated as an Access Easement and an Access Easement Area.

3. Reciprocal General Utility Easements.


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a. Declarant does hereby declare, grant, bargain, sell and convey reciprocal and mutual non-exclusive permanent, perpetual, irrevocable, transmissible and assignable easements, varying in width, for the purpose of constructing, utilizing, maintaining, repairing and replacing utility lines for electricity, cable, telephone across, under and over the Parcels for the benefit of the other Parcels (collectively, the "**General Utility Easements**"). The General Utility Easements will be located in accordance with requirements of the applicable utility service provider in such a manner as not to interfere with the intended development of the Parcels. No permanent buildings will be placed in or allowed to encroach upon the utility easement areas, and no material change of grade elevation or excavation that impacts the Parcels' use of the utility easement areas shall be made to such areas without the consent of the Owner of the impacted Parcel(s).

b. Any Owner desiring to construct a utility line across another Owner's Parcel (the "**Burdened Parcel**") shall provide the Owner of the Burdened Parcel a survey of the location of the proposed easement and plans and specifications with regard to the improvements to be constructed on the Burdened Parcel, all of which shall be subject to the written approval of the Owner of the Burdened Parcel, which approval shall not be unreasonably withheld or delayed. Except as otherwise agreed in writing, any Owner installing such utility lines pursuant to the provisions of this paragraph shall pay all costs and expenses with respect thereto and shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the Burdened Parcel and in compliance with all applicable laws. The Owner of the Parcel benefiting from any utility line installed pursuant to this section agrees to defend, protect, indemnify, and hold harmless the Owner of the Burdened Parcel from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorney's fees and costs of suit, arising out of or resulting from the exercise of the right to install, maintain and operate the said utility line. The Owner of the Parcel benefiting from any utility line installed pursuant to this Section 3 shall be responsible for the repair and maintenance of said line and all costs and expenses related thereto. No liens shall attach to the Burdened Parcel associated with utility lines installed pursuant to this Section 3. During the utility installation process, no materials may be stored on the Burdened Parcel.

4. Drainage Easement. Declarant does hereby declare, grant, bargain, sell and convey a non-exclusive irrevocable, transmissible and assignable easement, over the Parcels, for the benefit of the Parcels and for the purpose of connecting into a "**Drainage Pond**" to be located on Lot 3 for the purpose of providing required stormwater attenuation for the storm water facilities on the Parcels, together with a temporary construction easement to allow the Parcel Owner to extend such drainage facilities on the Parcels (as existing from time to time on the Parcels, the "**Drainage Facilities**") to the Drainage Pond. Any additional drainage ponds constructed on Lot 3 from time to time shall also be deemed a "Drainage Pond" for all purposes hereunder. Such easement includes the right to enter, and reasonable ingress and egress over, the Parcels for the purpose of installation of the connection between the Drainage Facilities and the Drainage Pond, but such easement shall not include the right to disturb any improvements as may exist from time to time on the Parcels. The Parcel Owners shall, (i) ensure that discharge from the Drainage Facilities onto the Lot 3 shall not exceed the engineered limits of the Drainage Pond (as such limits are determined by the Owner of Lot 3, in its sole discretion), (ii) maintain or cause to be maintained the portion of the Drainage Facilities on its respective Parcel in a safe and secure condition and in compliance with all

applicable standards imposed by regulatory agencies having jurisdiction thereof, including but not limited to City of Alabaster, Alabama DEM, the Environmental Protection Agency, and Shelby County, and (iii) make all repairs, replacements and improvements reasonably necessary from time to time to maintain the portion of the Drainage Facilities on the respective Parcel. Each Owner shall use the Drainage Facilities for its intended use only and such users shall be responsible for (i) the prevention of any outflow from the Drainage Facilities draining or discharging onto any portion of the Parcels other than the Drainage Pond, and (ii) the prevention of any Hazardous Substances or Waste entering the Drainage Facilities beyond amounts permitted by applicable laws. For purposes of this Agreement, "**Hazardous Substances or Waste**" means petroleum (including gasoline, crude oil or any crude oil fraction), waste, trash, garbage, industrial by-product, and chemical or hazardous substances of any nature, including without limitation, radioactive materials, PCBs, asbestos, pesticides, herbicides, pesticide or herbicide containers, untreated sewerage, industrial process sludge, and any other substance identified as a hazardous substance or waste in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (commonly known as "**CERCLA**"), as amended, the Superfund Amendment and Reauthorization Act (commonly known as "**SARA**"), the Resource Conservation and Recovery Act (commonly known as "**RCRA**"), or any other Federal, state, county, or municipal legislation or ordinances applicable to the Parcels.

To have and to hold all and singular the easements and rights conveyed hereby (collectively, the "**Easements**") for the collective benefit of the Parcels (as applicable) and Declarant, and its successors, assigns and grantees forever, subject to the terms and conditions set forth herein. Notwithstanding anything to the contrary herein, any Easements referenced herein shall not include any easements granted to the municipality or otherwise dedicated to public use.

5. Reserved.

6. As-Built Location; Further Assurances; Dedication to Service Provider. Declarant and any subsequent Owners of the Parcels agree to give further assurances by way of executing and providing for recordation such other and further instruments and documents as may be reasonably necessary to confirm the as-built locations of easement areas or matters generally affecting the Easements and to otherwise effectuate and carry out the intents and purposes of this Declaration. Declarant further reserves the right to specifically grant to the appropriate service providers such easements as are necessary to provide utility service to the Parcels, including without limitation, water, sewer, electricity, cable and telephone. Any party obtaining an interest in the Parcels agrees to execute such documentation as the service provider may reasonably require, including, without limitation, the standard easements and deeds substantially in the form generally used by such service provider, to complete the transfer of the utility facilities for dedication and maintenance by such service provider.

7. Construction and Maintenance Obligations; Alterations.

a. *General Maintenance.* The Parcels shall at all times be operated and maintained in good order, condition and repair. The Owner of each Parcel shall maintain all sidewalks, remove all papers, debris and other refuse from and periodically sweep all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, and once construction is complete on a Parcel, maintaining appropriate lighting fixtures for the parking areas and

roadways, marking, directional signs, lines and striping as needed, landscaping, signage in good condition and repair, and performing any and all such other duties as are necessary to maintain its Parcel in a clean, safe and orderly condition. Once constructed, in the event of any damage to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with commercially reasonable due diligence, either (i) repair, restore and rebuild such building to its condition prior to such damage or destruction with such changes as shall not conflict with this Agreement), or (ii) raze and remove all portions of such damaged or destroyed building then remaining (including the debris resulting therefrom), and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in this Section shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Occupant.

b. *Roadways, Driveways, Walkways, and Parking Spaces.* Unless otherwise provided for in this Agreement, the Owner of each Parcel shall be individually responsible for the construction of any roadways, driveways, walkways, and parking spaces on their respective Parcel. Notwithstanding anything in this Agreement to the contrary, the Owner of each Parcel shall be responsible for the replacement, operation, maintenance and repair of the roadways, driveways, walkways, and parking spaces on its Parcel at its sole cost and expense.

c. *Drainage Easement.* The Owner of Lot 3 shall be solely responsible for maintaining the Drainage Pond. The Drainage Pond must be maintained in good condition and repair and in accordance with all applicable laws, regulations, and municipal requirements. The Drainage Pond shall be initially designed and constructed at the sole cost and expense of the Declarant with sufficient capacity to accommodate reasonable storm water discharge from the Parcels. Each Parcel Owner shall be responsible to the Lot 3 Owner for a pro-rata share of the expenses incurred by such Owner related to the maintenance, repair, and replacement of the Drainage Pond (together with a reasonable management fee), based upon pro rata ratio equal to the acreage of each Parcel [provided the portion of Lot 3 containing the Drainage Pond shall be excluded from such ratio] (collectively, the "**Contribution**";). The Lot 3 Owner, or its designee, shall, from time to time, provide the other Parcel Owner(s) with a written invoice setting forth the Drainage Contribution together with such other documentation detailing the costs contained in said invoice as may be reasonably requested by such Parcel Owner. Notwithstanding anything to the contrary contained herein, the Owner(s) of the Parcels shall have the option to provide for independent storm drainage facilities on its respective Parcel, and provided written notice of such election (together with evidence of such self-detention as reasonably requested by the Owner of Lot 3) has been provided to the Owner of Lot 3 prior to the Occupancy Date of such respective Parcel, then such Parcel shall have no obligation for the Drainage Contribution, and any pro-rata calculation shall exclude such Parcel.

The term "Occupancy Date" as used herein shall mean such date that a Parcel Owner receives its initial certificate of occupancy for any building or structure contained on its respective Parcel. Such Owner shall, within ten (10) days after the initial issuance of a certificate of occupancy for any building or structure constructed on its Parcel, deliver written notice thereof to the Declarant.

8. Hamburger Sales Exclusive on Lots 1 and 3. During the period of time that Lot 2 is

occupied as a quick service restaurant predominantly selling hamburgers, the Occupant of Lot 2 shall have the exclusive right within the Parcels to operate a quick service restaurant predominantly selling hamburgers, hot dogs, chicken, biscuits, and/or biscuit sandwiches, and no portion of the Lots 1 and 3 (and any future Parcel that may be created from such Lot 1 and/or Lot 3), without the prior written consent of the Owner of Lot 2, may then be operated as a quick service restaurant predominantly selling hamburgers, hot dogs, chicken, biscuits, and/or biscuit sandwiches. By way of example and not limitation, uses such as Burger King, Wendy's, Fatburger, Johnny Rocket's Express, In-N-Out Burger, Farmer Boys, Krystal, White Castle, A&W, Whataburger, Checkers, Rallys, Sonic (and similar "drive-in" concepts), Steak N Shake, Cook-Out, Culver's, Jack-in-the-Box, and McDonald's, shall not be permitted on the Lot 1 or Lot 3 during such period of time. Notwithstanding anything to the contrary contained herein, in no event shall (i) a fast casual restaurant such as Panera Bread, Moe's Southwestern Grill, Qdoba, Chipotle, or Newks be considered to be a "quick service restaurant" for purposes of this Lease, (ii) the operation of Starbucks, Dunkin Donuts, Krispy Kreme or Dairy Queen be prohibited hereunder.

9. Legal Effect. The easements and restrictions contained in this Agreement shall run with the Parcels affected hereby and shall bind the Parties, the Occupants, and their successors and assigns and every person now or hereafter acquiring an interest in or lien upon the Parcels affected hereby. The rights of easement declared hereby: (a) shall be an estate prior to any lien, deed, estate or encumbrance whatsoever; (b) shall be perpetual (unless otherwise noted) and shall run with the land, be binding upon, and inure to the benefit of the Parties hereto, the Occupants, their respective successors and assigns and all existing and future mortgagees having an interest in any portion of any Parcel described herein; provided, however, that the rights of any mortgagee having an interest in either all or part of the aforesaid Parcels shall cease and terminate at such time as the respective mortgage or mortgages of said mortgagee are satisfied and discharged of record, unless such mortgagee shall become successor in title to Owner of such Parcel by reason of foreclosure or voluntary conveyance of such Owner's interest to such mortgagee; (c) are, as of the execution date hereof, appurtenant to, and essentially necessary for the enjoyment and use of the Parcels; and (d) are made in contemplation of commercial use, and are of commercial character. It is the Parties' express intent that the easements granted herein shall not, at any time, merge by operation of law into the Owner's title or interest in any Parcel, but that said easements shall remain separate and distinct rights and estates in land, unless the Owner(s) of all affected Parcels specifically evidence their intent by mutual agreement in writing to extinguish the same. It is further expressly provided that the acquisition hereafter by any other party (including, without limitation, a present or future mortgagee of any Parcel or any portion thereof) of an ownership interest (in fee, leasehold, or otherwise) shall not operate, by merger or otherwise, to extinguish, diminish, impair, or otherwise affect any easement granted herein, which said easements shall remain separate and distinct estates in land.

10. Limitations. There are no other easements granted hereby other than as expressly stated.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, this Agreement may contain more than one counterpart of the signature page(s), all of which signature page(s) may be attached to one copy of this Agreement to constitute the entire executed Agreement.

12. Captions, Gender and Number. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever the context so requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

13. Waiver. Any consent to or waiver of any provision hereof shall not be deemed or construed to be a consent to or waiver of any other provision of this Agreement. Failure on the part of either Party to complain of any act or failure to act of the other Party, irrespective of the duration of such failure, shall not constitute a waiver or modification of rights hereunder. No waiver or modification hereunder shall be effective unless the same is in writing and signed by the Party against whom it is sought.

14. Severability. If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects this Agreement shall stand as if such invalid provision, or other invalid portion thereof, had not been a part hereof. The Parties agree that this Agreement shall be enforced to the fullest extent permitted by law. Accordingly, if, in any judicial proceeding, a court shall determine that any provision is invalid or unenforceable as written, the Parties' consent to an interpretation by the court that will provide enforcement to the maximum extent permitted by law.

15. Entire Agreement; Amendment. This Agreement is the sole and entire agreement and understanding of the Parties with respect to the matters contemplated herein. All prior agreements, representations or understandings regarding the easements and obligations described herein, whether written or oral, shall be merged herein and shall not be construed to change, amend, alter, repeal or invalidate this Agreement. The Parties hereto agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Parcels, and if reasonably required by any such Party, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of Shelby County, Alabama.

16. Governing Law and Jurisdiction. This Agreement has been executed and delivered in the State of Alabama, and its validity, interpretation, performance and enforcement, and all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of Alabama. For purposes of any litigation arising from or related to this Agreement, the Parties hereby submit to the jurisdiction of the appropriate state court located in Shelby County, Alabama.

17. Mutual Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify, defend and hold each other Owner, and its respective successors and assigns and lenders and each Occupant whose parcel is subject to the easement harmless from and against all liabilities, damages, expenses, causes of action, suits, judgments or claims, whether actual or threatened, (including, without limitation, reasonable attorneys' fees and court costs) arising directly or indirectly from the other (offending) Party's negligent, intentional or willful acts or omissions or those of such Party's agents, employees, contractors, tenants, licensees or invitees;

including, but not limited to, personal injury, death, or damage to pavement or improvements located on the respective Parcels.

18. Breach/Right to Cure.

a. With respect to any material breach of this Agreement by an Owner of a Parcel (the "**Self-Help Parcel**"), and in addition to any other remedies that may be available at law or in equity, upon providing thirty (30) days notice and opportunity to cure or dispute the breach, the Owner of one of the Parcels, if not a breaching Party (a "**Curing Party**"), shall have the right, but not the obligation, to cure such breach by the payment of money or the performance of some other action for the account of and at the expense of the defaulting Owner of a Self-Help Parcel; provided, however, if an event that would become a breach with the passage of time shall constitute an emergency condition, a Curing Party, acting in good faith, shall have the right to cure such event prior to the passage of the prescribed time period provided the Curing Party uses reasonable efforts to notify the Owner of the Self-Help Parcel of its intent to proceed to cure.

b. If a Curing Party shall cure such a default, the defaulting Owner of a Self-Help Parcel shall reimburse the Curing Party for all costs and expenses reasonably and actually incurred in connection with such curative action, plus interest thereon at the prime rate (as published by the Wall Street Journal) plus three percent (3%), within twenty (20) days after receipt of an invoice from such Curing Party, together with reasonable documentation supporting the expenditures made.

c. All amounts due and owing pursuant to any unpaid Contribution or pursuant to subsection (b) hereinabove, including interest thereon and reasonable collection costs (including but not limited to reasonable attorneys' fees) shall be secured by a lien upon the Self-Help Parcel, which lien may be foreclosed by judicial foreclosure. The Curing Party may bring an action at law against the Owner of the Self-Help Parcel or to foreclose the lien against the Self-Help Parcel, or may pursue any other remedy for collection allowed by law and/or equity. Sale or transfer of any Parcel shall not affect any such lien. Notwithstanding anything to the contrary contained herein, any liens created under this section are expressly subordinate to any first mortgages now or hereafter placed on any of the Parcels and furthermore a sale pursuant to the judicial foreclosure of a mortgage recorded prior to this Agreement may extinguish such a lien in accordance with applicable law.

19. Binding Effect; Appurtenance. This Agreement shall be binding upon and inure to the benefit of each Owner and their respective successors and assigns and Occupants. Notwithstanding the foregoing, each Owner shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Agreement that accrue during the period of time during which such Owner shall hold fee simple title to its respective Parcel or any portion thereof. Upon conveyance of a Parcel or a portion thereof or any interest or estate therein, the Owner making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such Parcel, or portion thereof, or any interest or estate therein conveyed, and the successor Owner shall become obligated hereunder for all matters arising from and after the date of conveyance. Notwithstanding the foregoing, any lien imposed pursuant to Section 15(c) hereinabove shall remain in effect until

satisfied.

20. Notices. All notices required under this Agreement shall be deemed to be properly served if reduced to writing and sent by (a) certified or registered mail; (b) Federal Express or similar overnight courier or (c) personal delivery and the date of such notice will be deemed to have been the date on which such notice is delivered or attempted to be delivered as shown by the certified mail return receipt or a commercial delivery service record. The initial addresses of the parties shall be:

Declarant: AL Alabaster Montevallo, LLC
550 South Main Street, Suite 300
Greenville, SC 29601
Attn: Legal Department

21. Enforcement. This Agreement shall be enforceable by the Owners, their successors and assigns, and by any Occupants by any proceeding at law or in equity against any person or persons, Owner, Occupant, or other user of the Parcels or any portion thereof violating or attempting to violate or circumvent this Agreement either to restrain a violation or to recover damages. The failure to enforce this Agreement for any period of time shall in no event be deemed a waiver of the right of any of the foregoing to enforce the same, nor shall any failure to enforce the restrictions contained herein for any period of time work to stop any of the foregoing from enforcing the same. This provision does not exclude other remedies available at law or equity, including monetary damages. In any such actions, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs of the action.

22. Intentionally deleted.


23. Notice of Sale or Transfer of Title; Establishment of Notice Address. Any Parcel Owner desiring to sell or otherwise transfer title to its Parcel shall, within ten (10) days after a sale or transfer, provide the Declarant written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Declarant may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the new Parcel Owner, including the Contributions, if applicable, until the date upon which such notice is received by the Declarant, notwithstanding the transfer of title. Any transferee of a Parcel may, at its option, file a notice in the Office of the Judge of Probate of Shelby County office establishing the notice address of said Parcel, which notice must also be mailed to the Declarant contemporaneously with such filing.

24. Review and Approval of Plans. No exterior improvements, additions or alterations shall be commenced or erected on any building on any Parcel which are in excess of \$50,000 (which \$50,000 shall be increased by an amount equal to fifteen percent (15%) every five (5) years commencing with the 5th anniversary of the Effective Date), until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to Declarant for written approval, which approval shall not be unreasonably withheld or delayed. In the event Declarant fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted in writing, approval by Declarant shall be

deemed granted. Plans and specifications shall be in such form and shall contain such information as may be reasonably required by Declarant including, without being limited to: (i) a site plan showing the location of all proposed and existing improvements including building setbacks, open space, driveways, walkways and parking spaces including the number thereof; (ii) a floor plan; (iii) exterior elevations of all proposed improvements and alterations to existing improvements, as such improvements will appear after all backfilling and landscaping are completed; (iv) specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of all proposed improvements and alterations to existing improvements; (v) plans for grading; and (vi) plans for landscaping (to be submitted not less than sixty (60) days before anticipated completion of the building improvements). Declarant shall not be responsible or liable in any way for any defects in any plans or specifications approved by Declarant, nor for any structural defects in any work done according to such plans and specifications approved by Declarant. Further, Declarant shall not be liable in any way to anyone submitting plans or specifications for approval under this provision, or to any Owner of property affected by this Declaration, by reason of mistake in judgment or negligence arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications.

25. Estoppel Certificates. Each Owner of any Parcel will from time to time and, within twenty (20) days of its receipt of a written request from any other owner or tenant, provide a certificate binding upon the executing party stating: (a) to such Owner's actual knowledge, whether any party to this Declaration is in default or violation of this Declaration and if so identifying the default or violation; and (b) whether this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate.

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SIGNATURE PAGES TO FOLLOW*


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Shelby Cnty Judge of Probate, AL
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**SIGNATURE PAGE FOR
DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS**

IN WITNESS WHEREOF, the undersigned has executed this DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS under seal as of the 12th day of July, 2017.

AL ALABASTER MONTEVALLO, LLC,
a South Carolina limited liability company

By: W. Neil Wilson (SEAL)
Name: W. Neil Wilson
Its: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)


Before me, the undersigned, a Notary Public, hereby certifies that personally appeared W. Neil Manager, as the Manager of AL ALABASTER MONTEVALLO, LLC, a South Carolina limited liability company, has signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such representative and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Erin M. Schmitt (SEAL)
Notary Public for South Carolina
My Commission Expires: 2-23-26
Acting in the County of _____
PUBLIC
GREENVILLE COUNTY, SC

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Shelby Cnty Judge of Probate, AL
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EXHIBIT A

Lots 1, 2 and 3, Alabaster Montevallo Subdivision, as recorded in Map Book 48, Page 12 of the records in the Office of Judge of Probate of Shelby County, Alabama, also being a parcel of land situated in the Southwest one-quarter of the Northwest one-quarter and the Northeast one-quarter of the Southwest one-quarter of Section 11, Township 21 South, Range 3 West, City of Alabaster, Shelby County, Alabama.


20170717000255600 12/12 \$48.00
Shelby Cnty Judge of Probate, AL
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