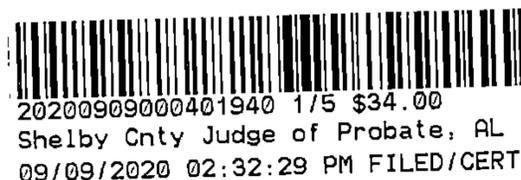


Prepared by and to be returned to:  
Mountainprize, Inc.  
Attn: Adam Balthrop, Esq.  
200 Galleria Parkway, Suite 900  
Atlanta, Georgia 30339



**DECLARATION OF  
RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "**Declaration**") is made as of the 24<sup>th</sup> day of August, 2020, by **KARL E. BETKE**, a married man, and individual resident of the State of Alabama, whose address is 1304 Yellowleaf Lane, Maylene, Alabama 35114 (hereinafter referred to as "**Declarant**").

**W I T N E S S E T H:**

WHEREAS, Declarant simultaneously herewith has conveyed to Mountainprize, Inc., a Georgia corporation ("**Mountainprize**"), that certain real property situated in Shelby County, Alabama, being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "**Mountainprize Property**"); and

WHEREAS, under the provisions of that certain Real Estate Purchase Contract by and between Declarant, as "Seller", and Mountainprize's predecessor-in-interest, Del Lago Ventures, Inc., as "Purchaser", having an effective date of June 14, 2019 (the "**Contract**"), Declarant agreed to place the following restrictions on certain real property owned or controlled by Declarant, and any entity which in whole or in part is owned or controlled by Declarant.

NOW, THEREFORE, Declarant, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, covenants and agrees, and for itself and each of their respective heirs, successors, legal representatives and assigns, does hereby covenant and declare as follows:

1. No sign or structure shall be erected on any land owned or controlled by the Declarant that is within both two hundred (200) feet of any boundary of the Mountainprize Property and one hundred (100) feet of the right-of-way of any road, alley or street.
2. No retail outlet for motor fuels or a convenience store, or the advertising thereof, shall be constructed, maintained or operated on all or any portion of any tract or parcel of land owned or controlled by Declarant, that is within one (1) mile of any boundary of the Mountainprize Property (including without limitation, that property more particularly described on Exhibit B attached hereto and made a part hereof) (the "**Restricted Property**"). The term "retail outlet for motor fuels" shall include by way of illustration, but not by way of limitation, (i) a mobile dispensary or delivery service, and (ii) the provision of charging services or stations for electric vehicles, even if the foregoing are only temporarily located at the Restricted Property.

3. Any transfer, assignment or other conveyance of any part or all of the Restricted Property shall include a reference to said covenants and restrictions; provided, however, that the binding nature of said covenants and restrictions shall not be affected by a failure to include such reference.

4. The above restrictions and covenants shall be deemed to be covenants and restrictions running with the land for the benefit of the Mountainprize Property and as a burden upon the Declarant's Property affected thereby, and shall be in full force and effect for a period equal to the longest period allowed by applicable law and shall be binding upon Declarant, and their respective heirs, successors, legal representatives, successors-in-title and assigns, and shall be enforceable by Mountainprize, its successors, assigns, successors-in-title and tenants.

5. In the case of any violation or attempted violation by Declarant and their respective heirs, successors, legal representatives, successors-in-title or assigns of any of the covenants or restrictions contained within this Declaration, Mountainprize, its successors, assigns, successors-in-title and tenants may enforce these covenants and restrictions by injunction or other appropriate proceedings and the prevailing party shall be entitled to recover its damages, costs and reasonable attorneys' fees.

6. It is the intention of Declarant that should there be any provision or provisions of this Declaration which shall prove to be invalid, void, illegal or unenforceable by reason of present or future laws or rules or regulations of any governmental body or entity or any court of competent jurisdiction, such provision or provisions of this Declaration shall in no way affect, impair or invalidate any of the remaining provisions of this Declaration, and all such remaining provisions shall remain in full force and effect. Furthermore, it is the intention of the Declarant that if any provision or provisions are declared to be invalid, void, illegal or unenforceable by reason of present or future laws, rules or regulations of any governmental body or entity or any court of competent jurisdiction, such provision or provisions shall be revised by such governmental body or entity or court to render same fully valid and, to the extent possible, conform to the terms of this Declaration. Such revised provision or provisions shall then be fully binding upon the Declarant as if they were contained in this Declaration.

*[Declarant's Signature on the Following Page]*



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Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, Declarant has executed and sealed these presents the day and year above written.

DECLARANT:



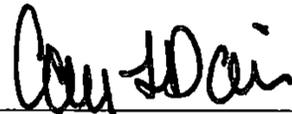
Karl E. Betke

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Karl E. Betke, a married man, and individual resident of the State of Alabama whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of the foregoing instrument, she executed the same voluntarily on the day the same bears date.

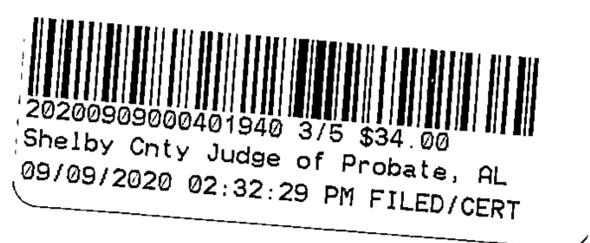
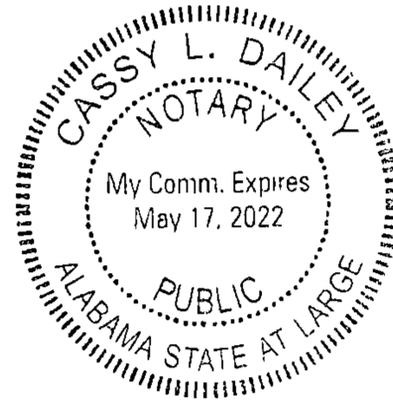
Given under my hand and official seal, this 26th day of August, 2020.



Notary Public

AFFIX SEAL

My commission expires: 5-17-22



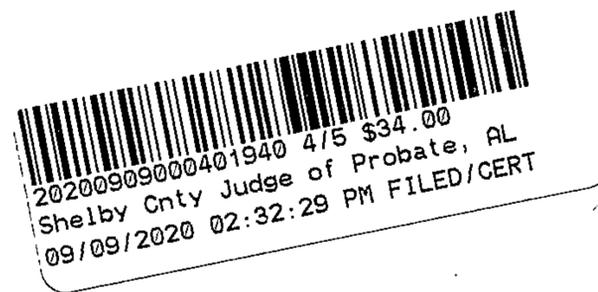
(Signatures continue on the following page)

## EXHIBIT A

### MOUNTAINPRIZE PROPERTY

A parcel of land being situated in the Northeast-Quarter of the Southeast-Quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at an iron pin being the Southeast corner of said Northeast-Quarter of the Southeast-Quarter of Section 12; thence run North 00 Degrees 27 Minutes 50 Seconds West along the East line of said Quarter-Quarter section for a distance of 300.13 feet to a found capped rebar stamped 00065LS, said point also being on the Westerly right-of-way line of U.S. Highway 31 (200' R.O.W.); thence leaving said East line run North 44 Degrees 54 Minutes 56 Seconds West along said Westerly right-of-way line for a distance of 431.81 feet to a set capped rebar stamped GSA CA-560-LS, said point being at the intersection of said Westerly right-of-way line of U.S. Highway 31 and the Westerly right-of-way line of Fulton Springs Road (100' R.O.W.), said point also being the POINT OF BEGINNING; thence leaving said Westerly right-of-way line of U.S. Highway 31 run South 00 Degrees 07 Minutes 13 Seconds West along said Westerly right-of-way line of Fulton Springs Road for a distance of 85.35 feet to a set capped rebar stamped GSA CA-560-LS; thence run South 45 Degrees 07 Minutes 06 Seconds West along said Westerly right-of-way line of Fulton Springs Road for a distance of 190.26 feet to a set capped rebar stamped GSA CA-560-LS; thence leaving said Westerly right-of-way line of Fulton Springs Road run North 46 Degrees 54 Minutes 33 Seconds West for a distance of 139.50 feet to a set capped rebar stamped GSA CA-560-LS; thence run North 86 Degrees 50 Minutes 01 Seconds West for a distance of 172.47 feet to a found car jack; thence run North 08 Degrees 18 Minutes 19 Seconds East for a distance of 210.16 feet to a found iron pin; thence run North 84 Degrees 39 Minutes 02 Seconds West for a distance of 118.01 feet to a found bolt; thence run North 00 Degrees 22 Minutes 29 Seconds West for a distance of 396.10 feet to a found 3/4 inch open-top pipe, said point being on said Westerly right-of-way line of U.S. Highway 31; thence run South 44 Degrees 54 Minutes 56 Seconds East along said Westerly right-of-way line for a distance of 706.45 feet to the POINT OF BEGINNING. Said parcel contains 170,728 square feet or 3.92 acres more or less.



**EXHIBIT B**

**DECLARANT'S PROPERTY**

No specific property listed.



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Shelby Cnty Judge of Probate, AL  
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