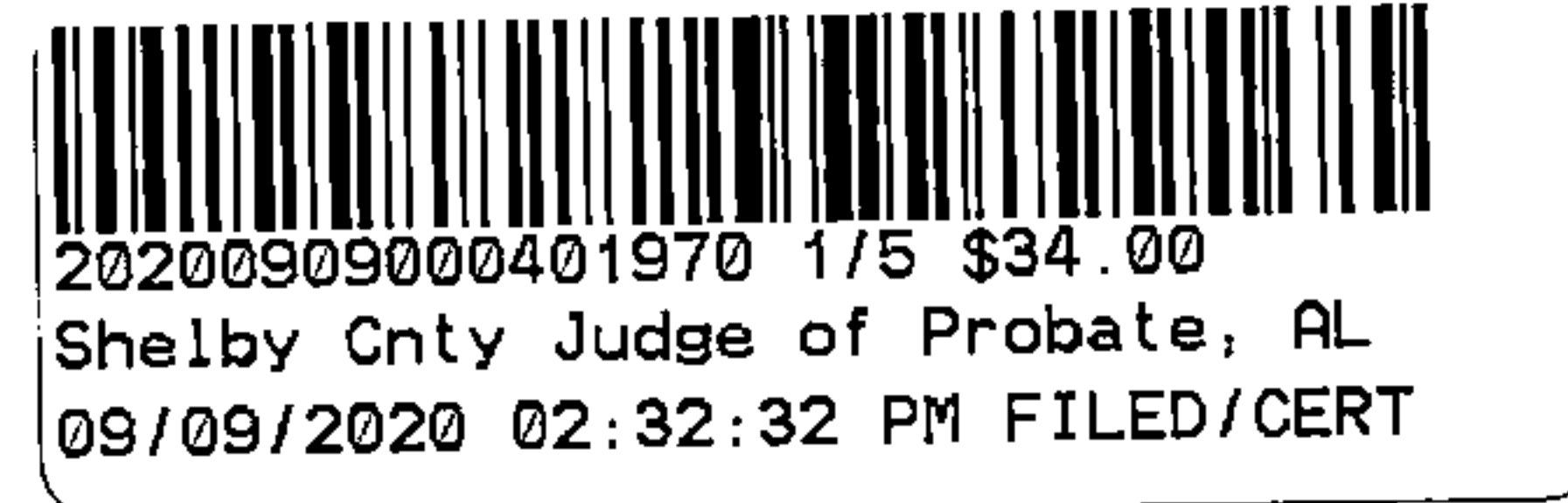


Prepared by and to be returned to:  
Mountainprize, Inc.  
Attn: Philip F. West, Esq.  
200 Galleria Parkway, Suite 900  
Atlanta, Georgia 30339



**DECLARATION OF  
RESTRICTIVE COVENANTS**

**THIS DECLARATION OF RESTRICTIVE COVENANTS** (the "**Declaration**") is made as of the 26 day of August, 2020, by **Heather White Dooley**, Executrix of the Last Will and Testament of Houston Eugene White, Probate Court of St. Clair County, Alabama, Case Number S-2019-464, an individual resident of the State of Alabama, whose address is c/o Heather White Dooley 3019 Ringle Road, Atlanta, Georgia 30341 (collectively and 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 July 31, 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:  
*Heather White Dooley, Executrix of  
the Last Will & Testament of Houston  
Eugene White*

**HEATHER WHITE DOOLEY**, Executrix of the  
Last Will and Testament of Houston Eugene White,  
Probate Court of St. Clair County, Alabama, Case  
Number S-2019-464

STATE OF GA

COUNTY OF DeKalb

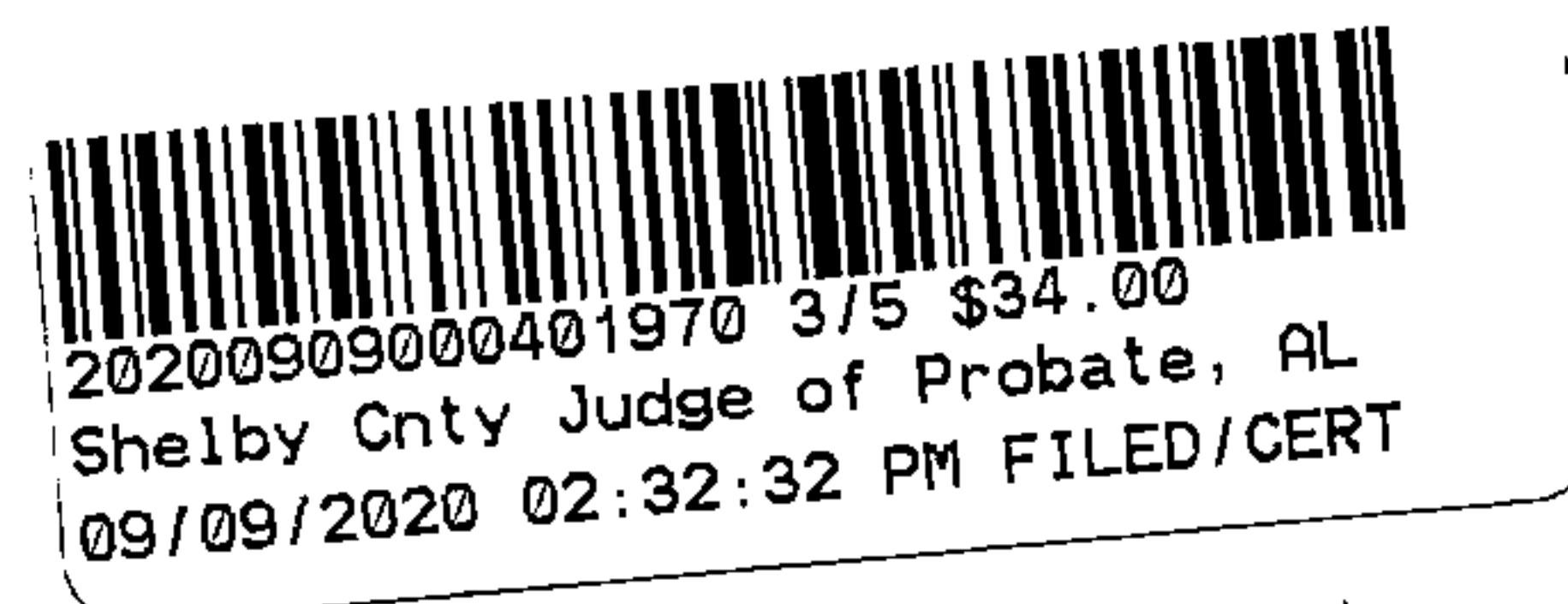
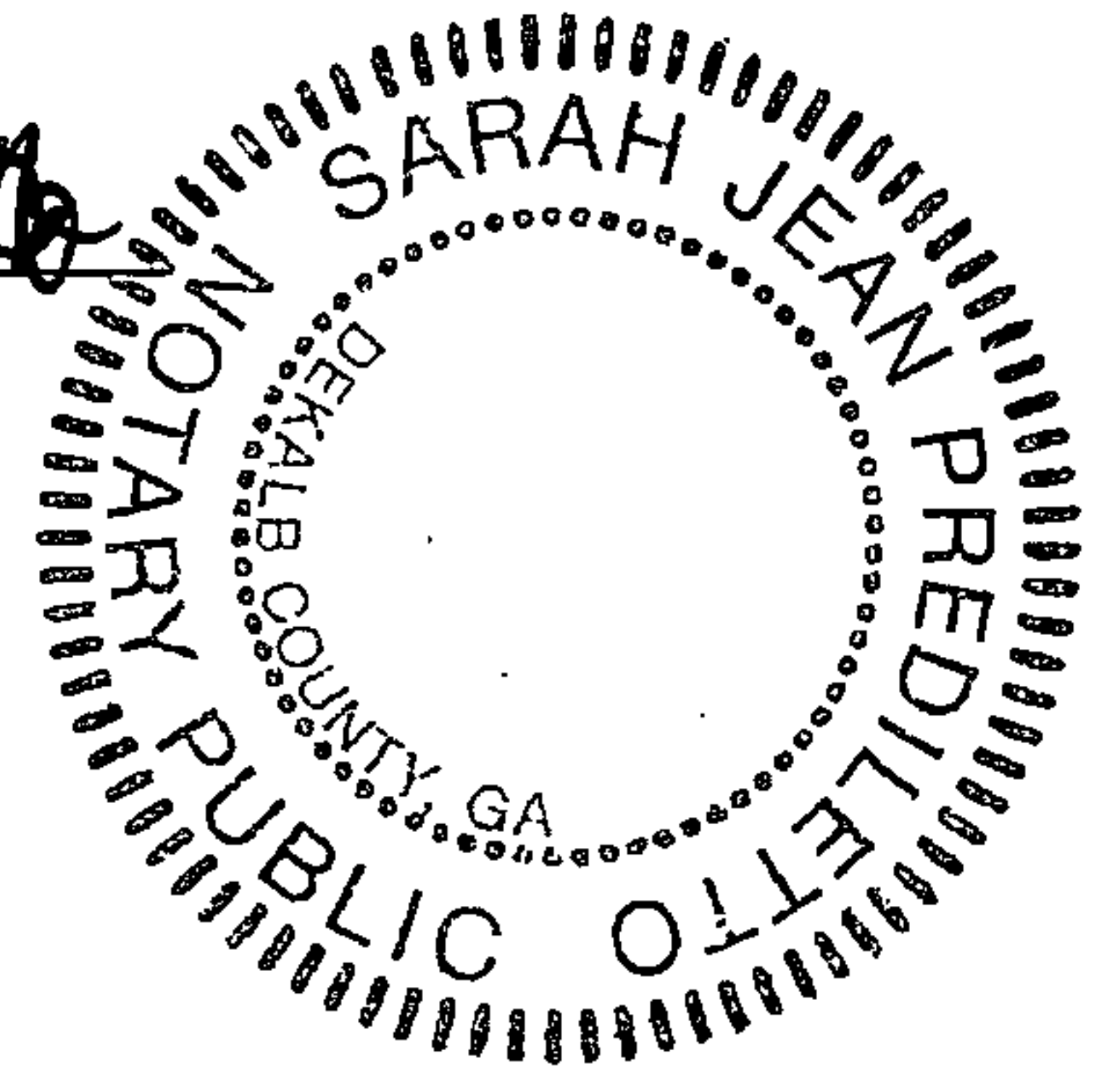
I, the undersigned authority, Notary Public in and for said County, in said State, do hereby certify that HEATHER WHITE DOOLEY, whose name as Executrix of the Last Will and Testament of Houston Eugene White, Probate Court of St. Clair County, Alabama, Case Number S-2019-464, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, she in her capacity as such Executrix, and with full authority, executed the same voluntarily on the day the same bears date.

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

*Sarah Jean Prediletto*  
Notary Public

AFFIX SEAL

My commission expires: 11/19/2022





## **EXHIBIT A**

### **MOUNTAINPRIZE PROPERTY**

A parcel of land in the Northeast Quarter of the Southeast Quarter of Section 12, Township 21 South, Range 3 West, being the same land described in a deed to Jessie White, recorded in Deed Book 128, at page 485, of the real property records of Shelby County, Alabama. Said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of the Northeast quarter of the Southeast quarter of said Section 12; Thence N 88°59'21" W, along the North line of said Sixteenth Section, a distance of 786.64 feet to point; thence S 00°11'28" E, a distance of 237.12 feet to a car jack, found, on the Southwest right-of-way of U.S. Highway No. 31 and the point of beginning; Thence S 00°11'28" E, a distance of 295.95 feet, to a 3/4" pipe, found; Thence N 85°18'34" E, a distance of 173.33 feet to a square head bolt, found; Thence N 83°51'38" E, a distance of 84.39 feet to a 2" flat iron bar, found; Thence N 12°06'44" W, a distance of 15.93 feet to a 1" pipe, found, on the Southwest right-of-way of U.S. Highway No. 31; Thence N 44°40'46" W, along said right-of-way, a distance of 361.67 feet to the point of beginning. Containing approximately 0.912 acres of land.



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**EXHIBIT B**

**DECLARANT'S PROPERTY**

No specific property listed.



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Shelby Cnty Judge of Probate, AL  
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