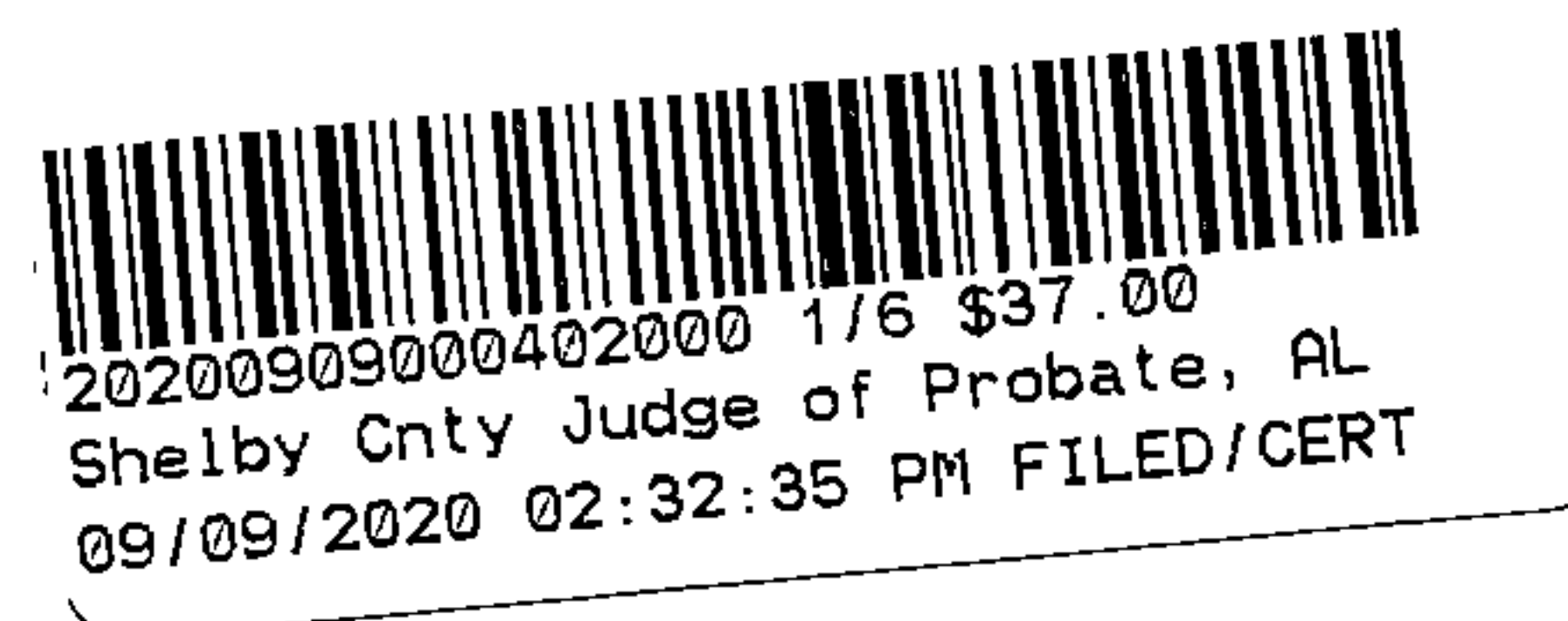


Prepared by and to be returned to:  
Mountainprize, Inc.  
Attn: Adam Balthrop, Esq.  
200 Galleria Parkway, Suite 900  
Atlanta, Georgia 30339



### **DECLARATION OF RESTRICTIVE COVENANTS**

**THIS DECLARATION OF RESTRICTIVE COVENANTS** (the "**Declaration**") is made as of the \_\_\_\_ day of August, 2020, by **Joe Lee Massey** and **Nickalas J. Massey**, each, an unmarried woman, and individual resident of the State of Alabama, whose address is 60 Memory Lane, Alabama 35007 (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 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, being more particularly described on Exhibit B.

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]*

  
20200909000402000 2/6 \$37.00  
Shelby Cnty Judge of Probate, AL  
09/09/2020 02:32:35 PM FILED/CERT



IN WITNESS WHEREOF, Declarant has executed and sealed these presents the day and year above written.

DECLARANT:

Joe Lee Massey  
Joe Lee Massey

STATE OF ALABAMA

COUNTY OF SHELBY

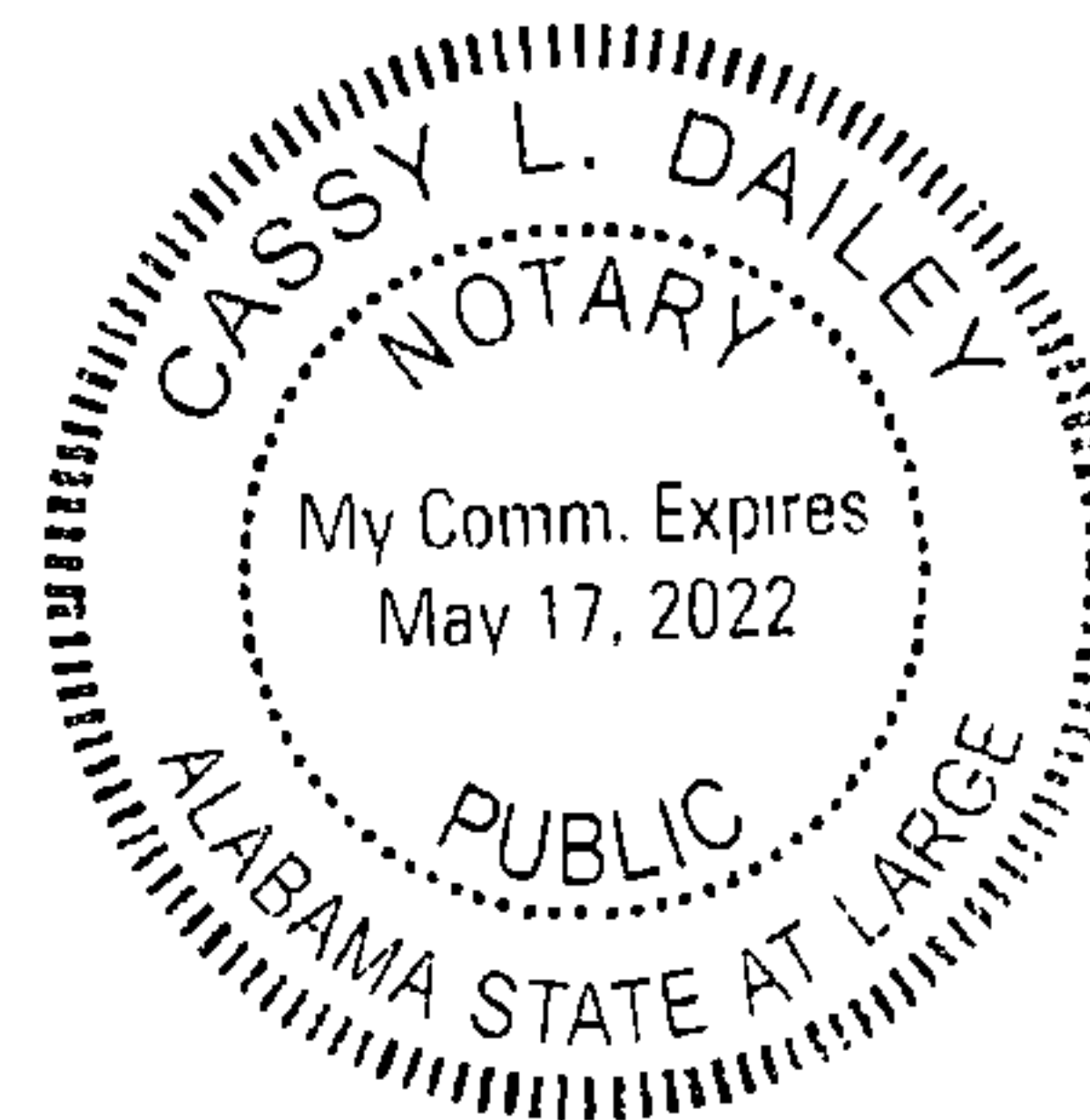
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Joe Lee Massey, an individual resident of the State of Alabama whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of 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.

Cassy L. Dailey  
Notary Public

AFFIX SEAL

My commission expires: 5-17-22



(Signatures continue on the following page)

20200909000402000 3/6 \$37.00  
Shelby Cnty Judge of Probate, AL  
09/09/2020 02:32:35 PM FILED/CERT

IN WITNESS WHEREOF, Declarant has executed and sealed these presents the day and year above written.

DECLARANT:

Nickalas J. Massey  
Nickalas J. Massey

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Nickalas J. Massey, an 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.

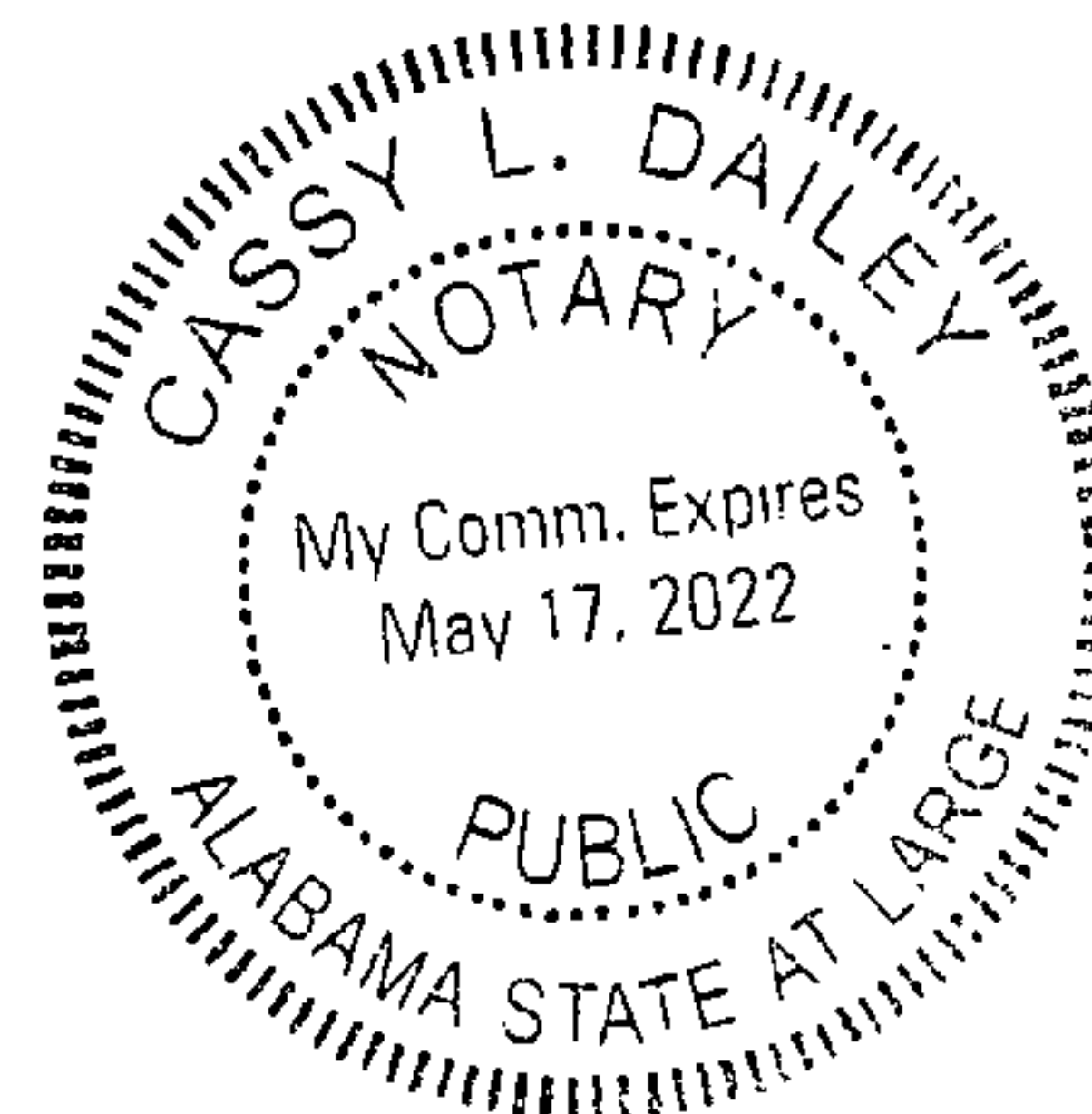
Given under my hand and official seal, this 26th day of August, 2020.

Cassy L. Dailey

Notary Public

AFFIX SEAL

My commission expires: 5-17-22



20200909000402000 4/6 \$37.00  
Shelby Cnty Judge of Probate, AL  
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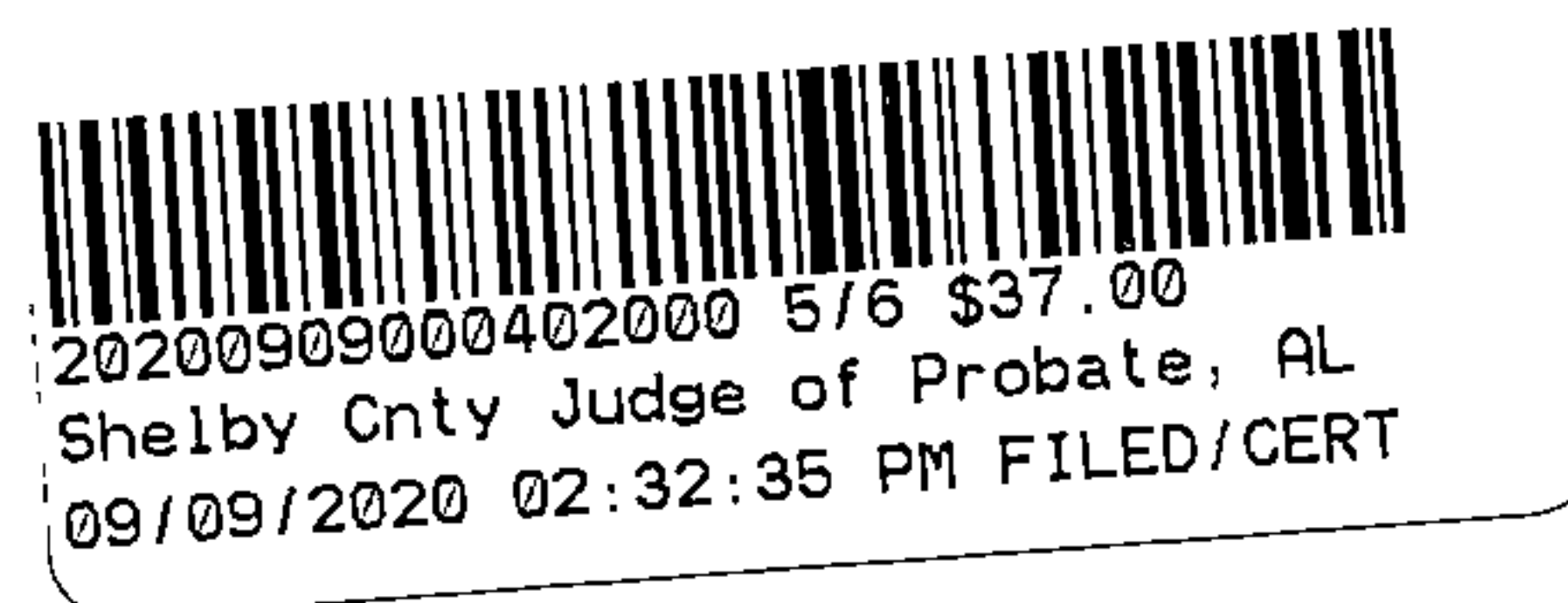
## EXHIBIT A

### MOUNTAINPRIZE PROPERTY

A parcel in the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 12, Township 21, Range 3 West, Shelby County, Alabama, being described as follows: Beginning at an iron corner one hundred twenty-one (121) feet due Northwest from well of H. W. Coe; thence South two hundred ten (210) feet; thence East two hundred ten (210) feet; thence North two hundred ten (210) feet; thence West two hundred ten (210) feet to the point of beginning, together with all improvements thereon. Less and except any road right-of-way of record.

This being the same parcel conveyed by Warranty Deed dated January 12, 1920 and recorded in Deed Book 66, at Page 480, in the Office of the Judge of Probate of Shelby County, Alabama.


LESS AND EXCEPT that certain parcel in the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, described as follows: Begin at the Northeast corner of the Claude Massey Lot (being the same parcel conveyed by Warranty Deed dated January 12, 1920 and recorded in Deed Book 66, at Page 480, in the Office of the Judge of Probate of Shelby County, Alabama); thence run West along the North line of said lot a distance of 175 feet; thence run South a distance of 30 feet; thence run East a distance of 75 feet; thence turn right 60°00' and run Southeasterly a distance of 60 feet; thence turn right 30°00' and run South a distance of 68 feet; thence run East a distance of 70 feet; thence run North a distance of 150 feet to the point of beginning.



**EXHIBIT B**

**DECLARANT'S PROPERTY**

No specific property listed.

  
20200909000402000 6/6 \$37.00  
Shelby Cnty Judge of Probate, AL  
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