

PREPARED BY:

**HARTMAN SIMONS & WOOD LLP
400 INTERSTATE N PKWY, STE 600
ATLANTA, GA 30339
ATTN: ABBYE M. DALTON, ESQ.**

WHEN RECORDED MAIL TO:

**FIDELITY NATIONAL TITLE CO – NCS DIV
ONE EAST WASHINGTON STREET, SUITE 450
PHOENIX, AZ 85004
ATTN: KELLI VOS
(602) 343-7572**

TITLE NO.: 2022-14463

ESCROW NO.: Z2244627-KJV

**DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED
DOCUMENT.**

DOCUMENT TO BE RECORDED:

DECLARATION OF RESTRICTIVE COVENANTS

Prepared by and to be returned to:
 Abbye M. Dalton, Esq.
 Hartman Simons & Wood LLP
 400 Interstate North Parkway SE
 Suite 600
 Atlanta, Georgia 30339

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (the “**Declaration**”) is made as of the 25th day of July, 2023 (the “**Effective Date**”), by **CHELSEA-SELIG, LLC**, an Alabama limited liability company, whose address is 1100 Spring Street, Suite 550, Atlanta, Georgia 30309 (hereinafter referred to as “**Declarant**”).

W I T N E S S E T H:

WHEREAS, Declarant, immediately following the execution and recording of this Declaration, will convey to Mavis Southeast LLC, a Delaware limited liability company (“**Mavis**”), 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 “**Mavis Property**”); and

WHEREAS, under the provisions of that certain Agreement of Purchase and Sale by and between Declarant, as seller, and Mavis, as purchaser, having an effective date of September 27, 2022 (as amended, the “**Contract**”), Declarant agreed to place the following restrictions on the remainder of the real property owned by Declarant within the shopping center known as “Chelsea Crossroads Shopping Center,” being more particularly described on **Exhibit B** (collectively, the “**Shopping Center**”).

NOW, THEREFORE, Declarant, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby declare as follows:

1. No “Auto Center” shall be permitted on all or any portion of the Shopping Center (the “**Restriction**”). For purposes of this Declaration, the term “Auto Center” shall mean a business engaged in general automotive repair and/or diagnostics, oil changes, tire sales or quick-lube services. Notwithstanding the foregoing, national or regional auto parts retailers that sell automotive products for off-premises installation (other than tires), but do not perform automotive services, such as Auto-Zone, Advance Auto Parts or O’Reilly Auto Parts, shall not be deemed a violation of the Restriction, provided that any such auto parts retailer does not (i) maintain service bays, (ii) sell tires, or (iii) service customer vehicles. Notwithstanding the foregoing: (a) the Restriction shall not apply to Publix Alabama, LLC, its successors or assigns, (b) the Restriction shall automatically terminate and be of no further force and effect if Mavis does not open an Auto Center on the Mavis Property within eighteen (18) months of the date of this Declaration, other than due to a force majeure event, or (c) the Restriction shall automatically terminate and be of no further force and effect, if following Mavis’ opening as an Auto Center, Mavis fails to operate

an Auto Center on the Mavis Property for twelve (12) consecutive months, other than due to a force majeure events. For purposes hereof, "force majeure event" shall mean acts of God, casualties, strikes, lockouts, civil unrest, acts of terrorism, or similar events beyond the reasonable control of Mavis. Time is of the essence with respect to the foregoing. In the event that the Restriction automatically terminates pursuant to this paragraph, Mavis, at the request of Declarant, shall execute an agreement in recordable form evidencing the termination of this Declaration; provided, however, in no event shall the parties' failure to execute such termination be deemed to modify the foregoing provisions which provide for the automatic termination of the Restriction.

2. The Restriction shall be deemed to be a covenant and restriction running with the land for the benefit of the Mavis Property and as a burden upon the Shopping Center 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, its successors and assigns, and shall be enforceable by Mavis, its successors and assigns.

3. In the event a legal action is brought by any party to enforce any terms, provisions or covenants of this Declaration, the prevailing party in such action shall be entitled to recover the reasonable costs of such action, including, without limitation, court costs, reasonable attorneys' fees and discovery costs, from the non-prevailing party. This Declaration shall be governed by and construed in accordance with the laws of the state of Alabama, without giving effect to any conflict of law principles thereof. In the event any legal action is brought by any party to enforce or interpret any term, provision or covenant hereof, venue for such action shall be proper in a court of competent jurisdiction in the state and county (or other political subdivision) in which the Shopping Center is located. In no event shall Declarant, its successors or assigns be liable for consequential damages, punitive damages or special damages arising out of any claim of breach of this Declaration.

[Declarant's Signature on the Following Page]

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

DECLARANT:

CHELSEA-SELIG, LLC, an Alabama limited liability company

By: Selig Enterprises, Inc., a Georgia corporation,
Its Manager

By: 
Name: Kenneth J. Clayman
Title: Senior Vice President, Secretary
and General Counsel

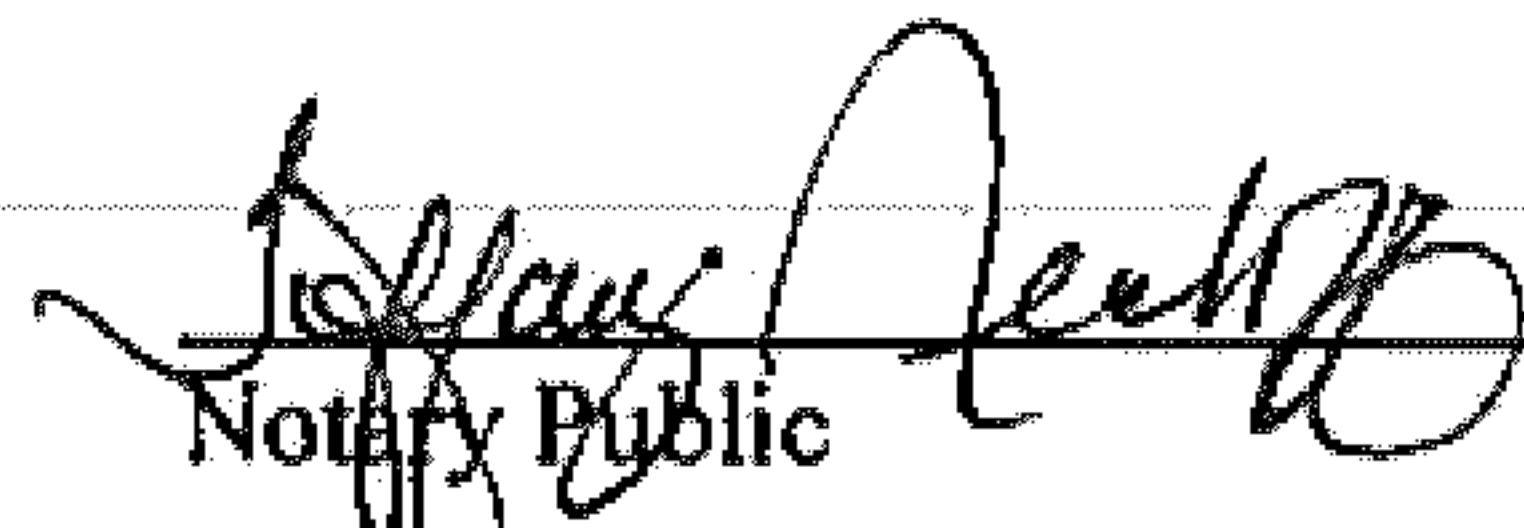
[CORPORATE SEAL]

STATE OF GEORGIA

COUNTY OF FULTON

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Kenneth J. Clayman, whose name as Senior Vice President, Secretary and General Counsel of Selig Enterprises, Inc., a Georgia corporation, Manager of **CHELSEA-SELIG, LLC**, 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 representative and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said limited liability company.

Given under my hand and official seal, this 6th day of July, 2023.


Notary Public

My commission expires: April 19, 2026

AFFIX NOTARY SEAL

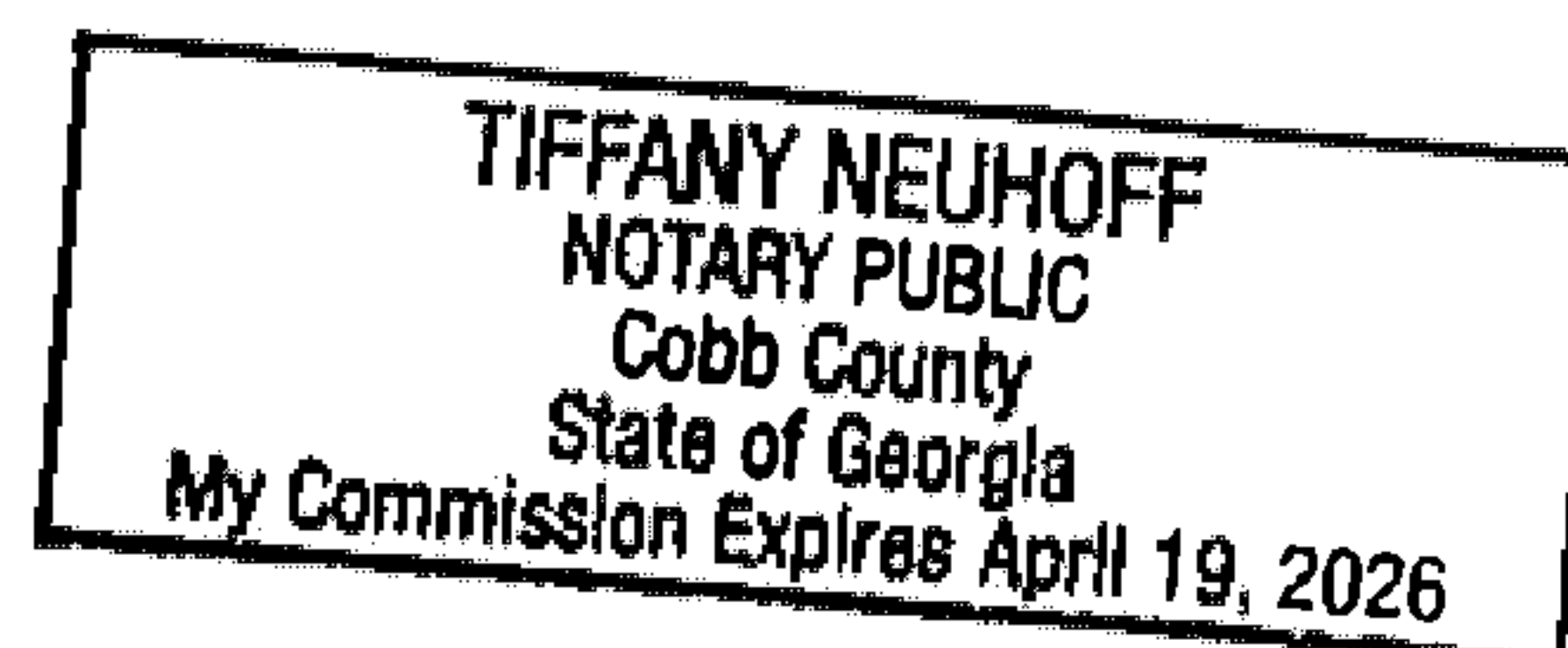


EXHIBIT A

Legal Description of the Mavis Property

Lot 4, according to the survey of Chelsea Crossroads, as recorded in Map Book 41, Page 109 A&B, in the Probate Office of Shelby County, Alabama.

EXHIBIT A

EXHIBIT B

Legal Description of the Shopping Center

Lots 1, 2 and 3, according to the survey of Chelsea Crossroads, as recorded in Map Book 41, Page 109 A&B, 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
08/01/2023 12:24:41 PM
\$37.00 JOANN
20230801000230870**

Allen S. Bayl

EXHIBIT B