

After recording please return to:
Gregory K. Mixon
Mixon Brown LLC
2 Perimeter Park South, Suite 550E
Birmingham, AL 35243

DECLARATION OF USE RESTRICTIONS

THIS DECLARATION OF USE RESTRICTIONS (this "Declaration") is made this 3rd day of August, 2023, by HCI CHELSEA LLC, an Alabama limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of two (2) parcels of property located in Shelby County, Alabama, one of which is described on Exhibit A attached hereto ("Parcel A"), and the other of which is described on Exhibit B attached hereto ("Parcel B"); and

WHEREAS, in anticipation of Declarant's anticipated sale of Parcel B, Declarant desires to establish and create certain use restrictions applicable to both Parcel A and Parcel B, as more particularly set forth herein;

NOW, THEREFORE, Declarant hereby declares that Parcel A and Parcel B are now and shall be hereafter owned, held, transferred, sold, conveyed, leased, and subleased subject to the use restrictions hereinafter set forth in this Declaration, and every grantee of any interest in Parcel A and Parcel B, by acceptance of a deed or other conveyance, whether or not such deed or other conveyance shall be signed by such grantee and whether or not such grantee shall otherwise consent in writing, shall take title subject to this Declaration and shall be deemed to have assented to and agreed to the same.

ARTICLE I RECITALS AND USE RESTRICTIONS

1.1 The foregoing recital of facts and defined terms is incorporated herein to the same extent as if hereinafter fully set forth.

1.2 Parcel A shall not be used as a car wash.

1.3 Neither Parcel A nor Parcel B shall be used for any of the following purposes and none of the following conditions shall be permitted on Parcel A or Parcel B:

- (a) Any massage parlor (provided that a first-class massage parlor offering therapeutic massages, such as Massage Envy or the like, shall be permitted, and therapeutic massages offered by a licensed massage therapist or by a physical therapist in a permitted health club or exercise studio or a day spa or hair salon shall be permitted);

- (b) Any casino, gambling hall, off track betting facility or gambling operation (provided this restriction shall not prohibit incidental sales of lottery tickets);
- (c) Any unusual firing, explosive or other damaging or dangerous hazard;
- (d) Any central laundry, dry cleaning plant, or laundromat; provided, however, this provision shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping districts in the metropolitan area where the development is located;
- (e) Any adult bookstore, theatre, pornography shop or other facility specializing in or exhibiting pornographic materials or conducting any activity which would be defined as obscene according to the applicable federal, state, and local ordinances, laws and regulations (unless such materials are sold incidentally to the operations of a first-class national or regional chain bookstores, such as Barnes & Noble or the like);
- (f) Any "second hand" store, surplus or unclaimed merchandise store, pawn shop, flea market, thrift shop or other facility specializing in the sale of deeply discounted items whose business operation consists of less than three (3) retail locations;
- (g) Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or volume and violates any local noise ordinance (ordinary noises associated with the operation of a car wash and related equipment shall not be considered a violation of this covenant);
- (h) Any use creating an obnoxious odor; provided, however, ordinary cooking odors shall be permitted;
- (i) Any use creating or involving a noxious, toxic, caustic or corrosive fuel or gas, provided a gas station or convenience store shall be permitted;
- (j) Any use creating or involving fly ash, or unlawful creation of dust or dirt;
- (k) Any welfare center, food depository, food pantry, half-way house, homeless shelter or other similar use;
- (l) Any use illegal under any governmental rule or regulation, or anything that may constitute a public or private nuisance;
- (m) Any drug rehabilitation facility or any so called "head shop" or similar facility selling or otherwise providing drug-related paraphernalia, including medical or otherwise legal marijuana dispensaries;
- (n) Any dumping, incineration or disposing of trash (the foregoing is not intended to prohibit the placement of trash in dumpsters from which such trash is regularly removed);
- (o) Any mortuary or funeral home;
- (p) Any church, temple, chapel or other place of religious worship;

- (q) Any auditorium, meeting hall, bingo hall or other place of assembly of more than fifty (50) persons at any one time, but subject to the then-current applicable law including relevant state and local health orders;
- (r) Any psychic, fortune teller, card reader or similar establishment; or any so-called "strip-club" or "gentlemen's club" or other similar operation;
- (s) Any bail bond or similar operation;
- (t) Any auction house, liquidation or fire sale business;
- (u) Any jail, penal, detention or correctional institution;
- (v) Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance);
- (w) Any night club, ballroom, dance hall or discotheque;
- (x) Any place whose primary use is where tattoos and/or body piercings are performed or displayed;
- (y) Any facility whose primary business is check cashing and/or providing so called "pay day" loans;
- (z) Any facility whose primary business is the sale of tobacco and/or tobacco-related products, other than cigars or pipes, including electronic cigarettes or other vapor-producing devices;
- (aa) Any operation of any amusement park, circus, carnival, game parlor, skating rink or similar establishment, carnival, amusement rides; and
- (bb) Any automobile dealership or showroom or facility for the sale, display, rental, leasing, repair or storage of or parts facility for, motor vehicles, boats, trucks, trailers, recreational vehicles, mobile homes or other vehicles, however, regional or national auto parts stores or motor cycle, all-terrain vehicle or golf cart retail facilities shall be permissible.

ARTICLE II MISCELLANEOUS

2.1 Covenants Run with the Land. The covenants and agreements made hereunder shall constitute covenants running with, and shall be appurtenant to, Parcel A and Parcel B, and shall be binding upon and inure to the benefit of the parties which have an interest in the benefited or burdened parcels and their respective successors and assigns in title.

2.2 Amendments. The provisions of this Declaration may be modified, rescinded or amended in whole or in part only by the current owners of Parcel A and Parcel B in a written instrument duly recorded in the public records of Shelby County, Alabama.

2.3 Severability. If any term, provision, covenant, or agreement contained herein or the application thereof to any person or circumstance shall be held illegal or unenforceable, the validity of the remaining terms, provisions, covenant, or agreements or the application of such term, provision, covenant, or agreement to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

2.4 Governing Law. This instrument shall be construed in accordance with the laws of the State of Alabama.

2.5 Term. The restrictions, covenants and conditions set forth in this Declaration shall be binding upon and enforceable for a period of twenty (20) years from the date this Declaration is filed in the public records maintained, after which time, such restrictions, covenants, and conditions shall be extended automatically for successive periods of twenty (20) years each unless terminated by mutual agreement of the owners of Parcel A and Parcel B.

2.6 Enforcement. This Declaration may be enforced by the respective owners of Parcel A or Parcel B by any action available at law or in equity, including, but not limited to, injunctive relief and specific performance.

[Signature page follows]

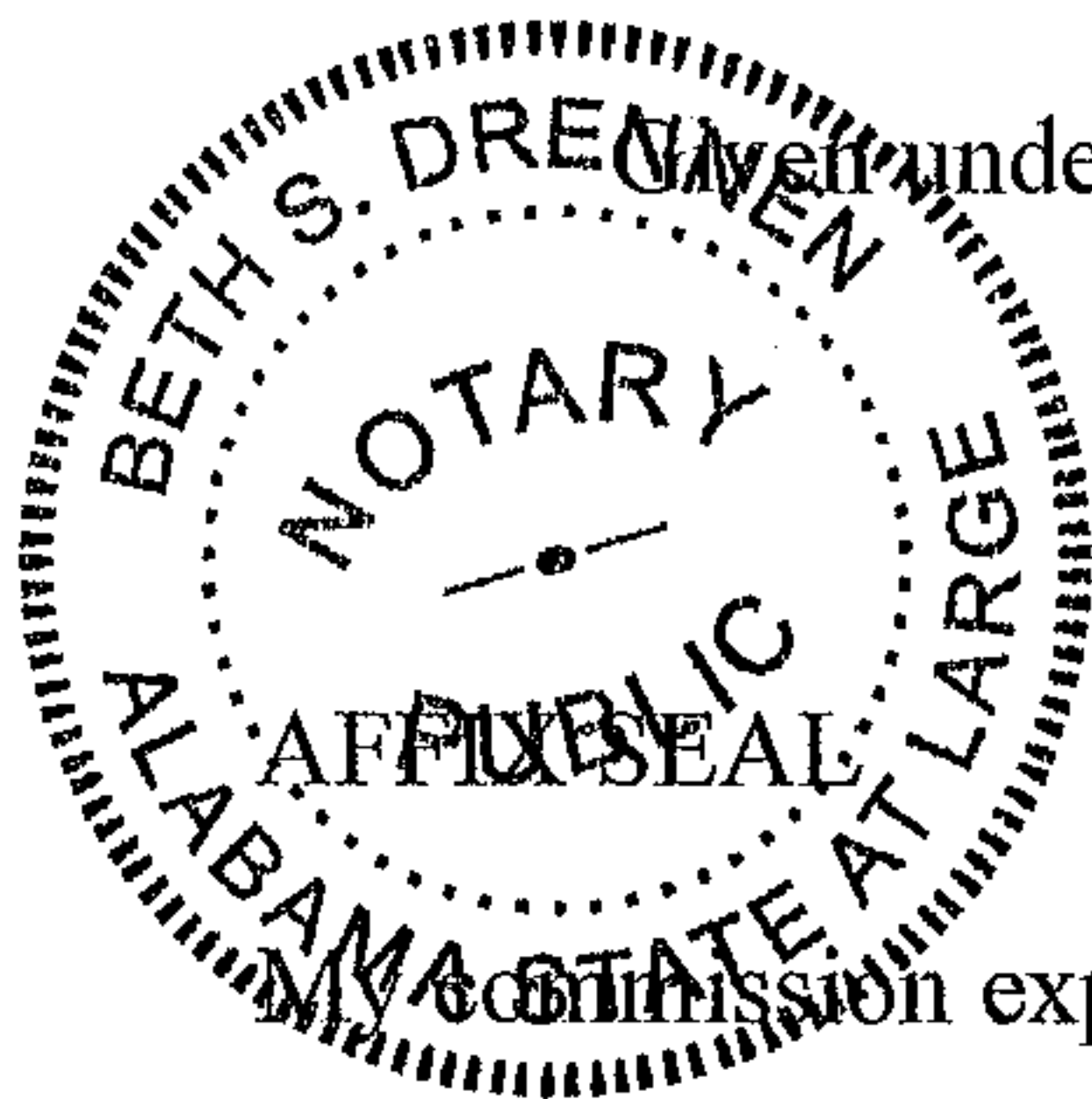
IN WITNESS WHEREOF, this Declaration is executed under seal this ____ day of August 2023.

HCI CHELSEA LLC

By: [Signature]
W. Jordy Henson, its Manager

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that W. Jordy Henson, whose name as manager of HCI Chelsea 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/she, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company.



Given under my hand and official seal, this 3rd day of August, 2023.

[Signature]
Notary Public

My commission expires: 7/9/2024

EXHIBIT A

Description of Parcel A

Lot A-1, Atchison's Resurvey No. 5, being a resurvey of Lot A and Lot B, Atchison's Resurvey No. 4, as recorded in Map Book 58, Page 41, in the Probate Office of Shelby County, Alabama.

EXHIBIT B

Description of Parcel B

Lot B-1, Atchison's Resurvey No. 5, being a resurvey of Lot A and Lot B, Atchison's Resurvey No. 4, as recorded in Map Book 58, Page 41, 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
08/03/2023 03:04:13 PM
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Allie S. Bayl