

This Supplement to Easement is filed in connection with a deed and purchase money mortgage filed simultaneously herewith.

THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN TO:

R. Rhett Owens  
Bodewell, LLP  
1286 Oak Grove Road, Suite 200  
Birmingham, Alabama 35203

STATE OF ALABAMA            )  
  )  
COUNTY OF SHELBY         )

**SUPPLEMENT TO DECLARATION OF RECIPROCAL EASEMENTS**

THIS SUPPLEMENT TO DECLARATION OF RECIPROCAL EASEMENTS (this "Supplement") is made and entered into as of the 8th day of August, 2025 (the "Effective Date") by AH Alabaster, LLC, an Alabama limited liability company ("AHA").

**RECITALS**

WHEREAS, AHA entered into that certain Declaration of Reciprocal Easements dated of even date hereof (the "Declaration") to govern over the operation of that certain parcel of real property located in Shelby County, Alabama consisting of Lot 8A, Lot 10A and Lot 38A (the "Parcels"), as identified on that certain Amended Map of a Resurvey of Lots 7, 8, 9, 10, 11, 36, 37, 38, 39 & 40, Block 3 Nickerson-Scott Survey and Vacated Alley, dated May 23, 2025, recorded as Instrument Number 20250605000172730 in the Office of the Judge of Probate of Shelby County, Alabama (the "Resurvey").

WHEREAS, AHA desires to supplement the Declaration with additional terms to ensure the effective joint operation of the Parcels.

NOW THEREFORE, AHA hereby declares that the Parcels shall be held, occupied, used, rented, enjoyed, transferred, conveyed, mortgaged or otherwise encumbered subject to the following further covenants, rights and restrictions:

1. **Recitals.** The foregoing recital clauses are true and correct in all respects and form an integral part of this Supplement, the same as if they were set forth in the numbered paragraphs hereof. All terms in this Supplement not otherwise defined shall be as set forth in the Declaration.

2. **Insurance.** Each Owner shall maintain commercial general liability insurance in a commercially reasonable form with a "Combined Single Limit" of not less than One Million and No/100 Dollars (\$1,000,000.00), for total Claims for any one occurrence and not less than Two Million and No/100 Dollars (\$2,000,000.00) for total claims in the aggregate during the policy year, against claims for bodily injury or death and property damage occasioned by negligent conduct occurring on any Parcel owned by any of the Owners.. Any insurance required to be

maintained hereunder may be in the form of blanket liability coverage so long as the blanket policy does not reduce the limits nor diminish the coverage required herein. All such insurance policies shall be written by insurance companies that are qualified to do business in the State of Alabama. All policies of insurance shall contain a provision that the insurance company will give all Parties thirty (30) days advance written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage. Upon request, each Owner required to obtain and maintain insurance hereunder shall cause a certificate of insurance evidencing compliance with the requirements hereof to be delivered to the requesting Owner. The insurance limits set forth herein shall be subject to increase from time to time to commercially reasonable amounts.

3. **Maintenance.** Each Owner shall at all times keep the premises, buildings, improvements, parking areas, driveways, sidewalks, landscaping, and stormwater facilities located on the Owner's Parcel in a well maintained, safe, clean, and attractive condition and in compliance with all government, health, safety and police requirements. All maintenance to be performed by Owners pursuant to this paragraph shall be done in a first-class manner as is normal and customary for Class A commercial developments. The costs and expenses associated with the maintenance and repair of each Parcel as described in this paragraph shall be solely the responsibility of, and shall be paid by each Parcel Owner. In addition to all other remedies available at law or in equity, upon the failure of an Owner to cure a breach of maintenance obligations established under this paragraph within thirty (30) days following written notice thereof by another Owner or Owners (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion), the other Owner(s) shall have the right to perform such obligations on behalf of such defaulting Owner and be reimbursed immediately by such defaulting Owner upon demand for the documented reasonable costs thereof plus a fifteen percent (15%) administrative fee. Notwithstanding the foregoing, in the event of (i) an emergency, and/or (ii) blockage or material impairment of access, the affected Owner(s) may immediately cure the same and be reimbursed immediately by the other Owner upon demand for the reasonable cost thereof plus a fifteen percent (15%) administrative fee.

4. **Coffee Use Restriction.** Other than Lot 8A as shown on the Resurvey, none of the Parcels shall be used by any party whose primary business is the operation of a branded drive through outlet or kiosk selling coffee, blended drinks, smoothies, or energy drinks.

5. **Lien Rights.** Any claim for the payment or reimbursement of assessments or costs due under this Supplement or reimbursement of costs incurred in enforcing any payment and performance obligations under this Supplement, including interest, and all costs and expenses, inclusive of reasonable attorneys' fees awarded to any Owner in connection with the exercise of its rights set forth in this Supplement, shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien ("Notice of Lien") with respect thereto in the Office of the Judge of Probate of Shelby County, Alabama; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all mortgages recorded in the Office of the Judge of Probate of Shelby County, Alabama prior to the date of recordation of the Notice of Lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of the Notice of Lien. All liens recorded subsequent to the recordation of the Notice of Lien shall be junior and subordinate to the Assessment Lien. Assessment Liens may



be foreclosed in the manner in which a mortgage of real property is foreclosed in Shelby County, Alabama. Upon the timely curing by the defaulting Owner of any default for which a Notice of Lien was recorded and the payment of the Assessment Lien, the party recording same shall record an appropriate release of such Notice of Lien and Assessment Lien.

6. **Irreparable Harm.** In the event of a violation or threat thereof of any of the provisions of this Supplement, each Owner agrees that such violation or threat thereof shall cause the non-defaulting Owner and/or its permittees to suffer irreparable harm and such non-defaulting Owner and its permittees may have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of this Supplement, the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Supplement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of this Supplement.

7. **Non-Waiver.** The failure of any Owner or permittee to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Owner or permittee may have under this Supplement or under applicable law, and shall not be deemed a waiver of any rights arising from any subsequent breach or default under any of such terms, covenants or conditions.

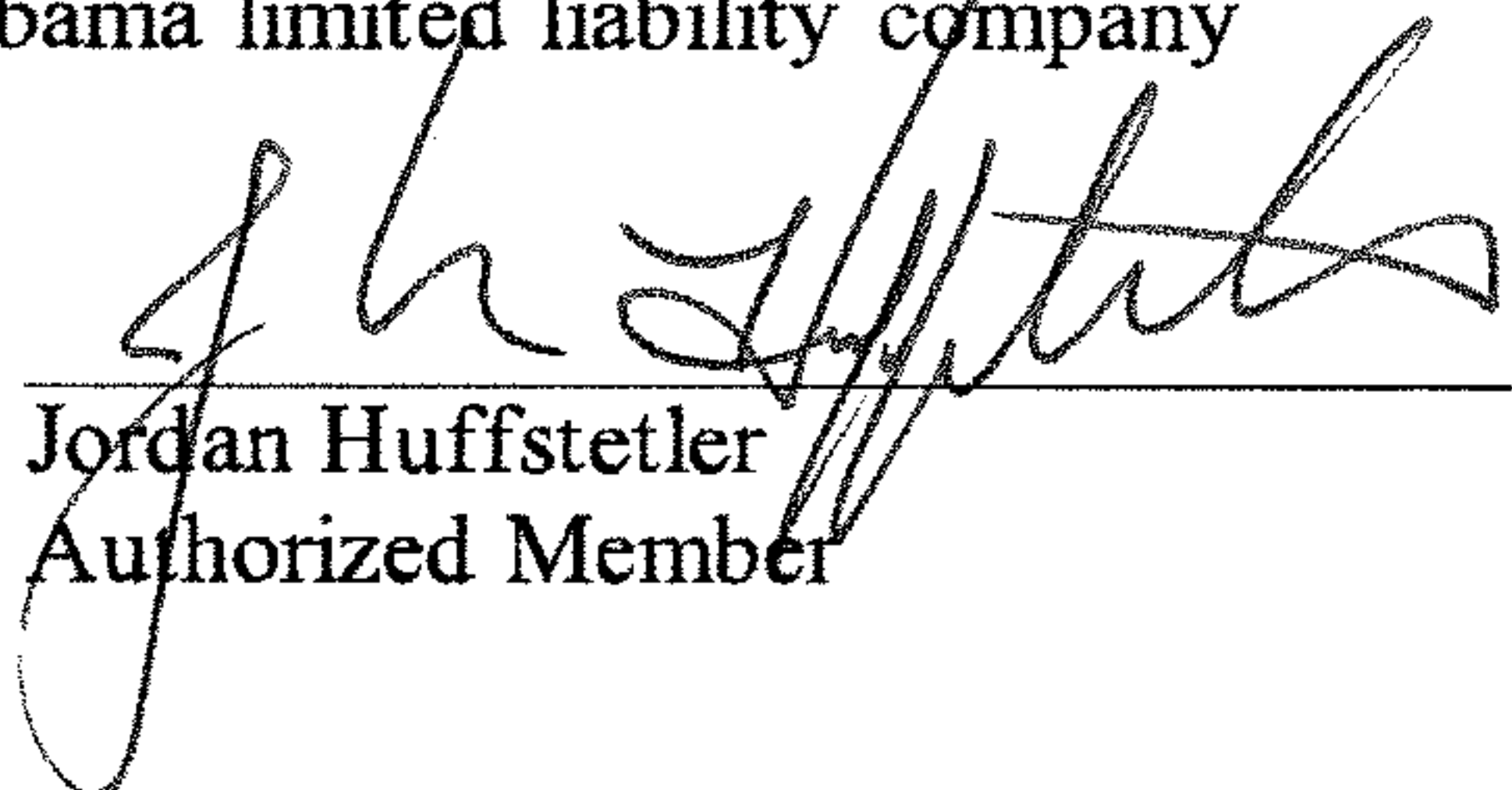
8. **Severability.** If any term or provision of this Supplement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Supplement or invalidate or render unenforceable such term or provision in any other jurisdiction.

9. **Governing Law.** This Supplement, and all matters based on, relating to and/or arising out of this Supplement, shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to that state's conflict of laws provisions should such provisions require or permit the application of the laws of any jurisdiction other than Alabama.

*(signature page to follow)*

IN WITNESS WHEREOF, AH Alabaster, LLC, as Declarant, has caused this Supplement to be executed by and through its duly authorized representatives as of the Effective Date.

AH Alabaster, LLC,  
an Alabama limited liability company

By:   
Name: Jordan Huffstetler  
Title: Authorized Member

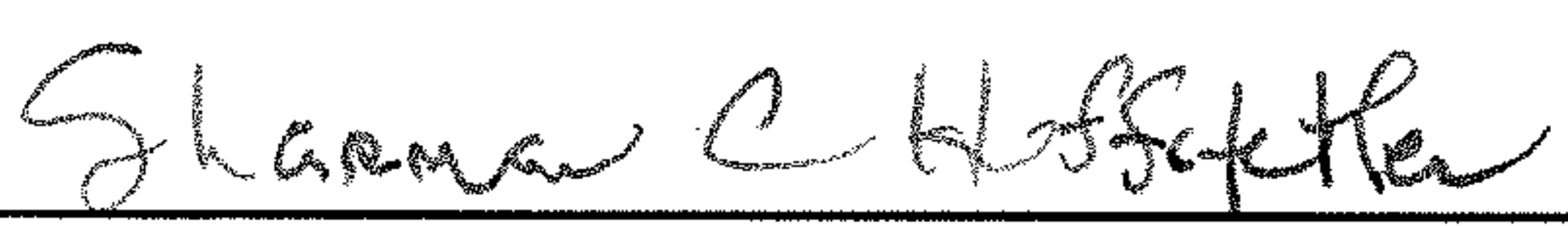
STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jordan Huffstetler, whose name as Authorized Member of AH Alabaster, 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 the instrument, he, as such Authorized Member of AH Alabaster, LLC, an Alabama limited liability company, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 8<sup>th</sup> day of August, 2025.

[SEAL]

  
NOTARY PUBLIC  
My Commission Expires: July 3, 2028



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
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