

**Prepared by, and after recording,
return to:**

Continuum Legal Group, LLP
5605 Glenridge Dr., Suite 600
Atlanta, Georgia 30342
Attn: Lauren Jameson, Esq.

Cross-Reference:

Instrument No.
20080115000020240,
and Instrument No.
20220922000366190, in the
Probate Office of Shelby
County, Alabama

**SECOND AMENDMENT TO LIMESTONE MARKETPLACE
DECLARATION OF PROTECTIVE COVENANTS**

THIS SECOND AMENDMENT TO LIMESTONE MARKETPLACE DECLARATION OF PROTECTIVE COVENANTS (this "Second Amendment") is executed as of September 17th, 2025 (the "Effective Date"), by **CALERA COMMONS LLC**, an Alabama limited liability company ("Developer").

RECITALS

WHEREAS, Developer executed and recorded that certain Limestone Marketplace Declaration of Protective Covenants recorded on January 15, 2008, as Document No. 20080115000020240 in the Probate Office of Shelby County, Alabama (the "Probate Office"), as amended by that certain Amendment to Limestone Marketplace Declaration of Protective Covenants, dated as of September 15, 2022 and recorded on September 22, 2022, as Document No. 20220922000366190 in the Probate Office (collectively, the "Declaration"), pursuant to which Developer established certain uniform standards of the development for the Property, as more particularly described in the Declaration.

WHEREAS, contemporaneously herewith, pursuant to a Purchase and Sale Agreement dated March 19, 2025 (as amended, the "PSA"), Developer intends to sell to Chick-fil-A, Inc., a Georgia corporation ("CFA"), and CFA intends to purchase from Developer, that certain portion of the Property containing approximately 39,272 square feet (or 0.90 acres) and being more particularly described on Exhibit A attached hereto (the "CFA Lot").

WHEREAS, pursuant to Section 9.1 of the Declaration, before such time as all Lots have been sold to Owners other than the Developer, Developer has the right to amend the Declaration for such purposes as Developer, in its sole discretion, deems appropriate by preparing and recording an amendment to the Declaration.

WHEREAS, Developer presently owns numerous Lots, including, but not limited to, the CFA Lot.

WHEREAS, Developer desires to amend this Declaration as hereinafter set forth in this Second Amendment.

NOW THEREFORE, in consideration of the sale of the CFA Lot to CFA occurring contemporaneously herewith, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Developer does hereby amend the Declaration as follows:

1. Recitals; Definition. The recitals set forth above are incorporated herein by reference as though fully set forth herein. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Declaration.

2. Intentionally Omitted.

3. Approval of Plans and Specifications.

(a) Pursuant to Section 4.1(b) of the Declaration, Developer hereby approves the proposed Improvements for the CFA Lot as shown on the plans and specifications attached as Exhibit C hereto and incorporated herein by this reference (the "Approved Plans"); provided that CFA, as the Owner of the CFA Lot, shall be responsible for obtaining all necessary governmental approvals for curb cuts and any improvements to be constructed within adjacent rights-of-way per the Approved Plans. Any material changes to the Approved Plans will require Developer's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed; however, if a change is required by the applicable governing authority in order for CFA, as the Owner of the CFA Lot, to receive its Permits (as defined in the PSA), Developer's approval of the change will not be required.

(b) Developer agrees to respond to any written request for approval of changes to the Approved Plans within thirty (30) days after receipt by Developer of such written request. Notwithstanding anything to the contrary in the Declaration or this Second Amendment, if the proposed changes do not include any building(s) or other vertical improvements which exceed four feet (4') in height (excluding landscaping and light poles) ("Vertical Improvements"), the plans and specifications for such proposed changes shall be deemed approved if Developer fails to approve the same in writing within such thirty (30)-day period, provided that the request for approval, set forth in capital letters: **"FAILURE TO APPROVE IN WRITING WITHIN THIRTY (30) DAYS IS DEEMED DEVELOPER'S APPROVAL"**. Any plans and specifications for buildings and other Vertical Improvements shall be subject to Developer's prior written approval (not to be unreasonably withheld, conditioned or delayed) and otherwise subject to the terms for approval set forth in Section 4.1 of the Declaration; provided, however, that at no time shall there be ARC Guidelines or Architectural Guidelines applicable to the CFA Lot.

4. Common Area. Notwithstanding anything to the contrary in the Declaration or this Second Amendment, except for the portion of the Storm Drain Easement (as defined below) located under the CFA Lot, no portion of the CFA Lot, including, without limitation, any roadways, drive aisles, parking areas, or street lighting thereon, shall be deemed "Common Area" for purposes of the Declaration. As used herein, "Storm Drain Easement" shall refer to that certain twenty foot (20')-wide storm drain easement depicted on that certain plat or map of Lot 2, Limestone Market Place Subdivision recorded in Plat Book 41, Page 57 of the Probate Office, and "Storm Drain Facilities" shall refer to any existing storm water facilities located within the Storm Drain Easement.

5. Relinquishment of Easement Rights. Developer hereby terminates, releases and relinquishes all non-exclusive easements, privileges and rights set forth in Sections 3.2, 3.5(b) and 3.7 of the Declaration in favor of the other Owners and Lots over the CFA Lot; provided, however, that Developer hereby reserves, for the benefit of the other Lots, a reciprocal non-exclusive easement in favor of the Owners of each Lot, in common with all other Owners, and their respective tenants, employees, guests, invitees, licensees, agents and contractors, for purposes of impounding storm water in any Storm Drain

Facilities located under the CFA Lot. For the avoidance of doubt, the foregoing easement reservation does not include any right to inspect, maintain or repair any such Storm Drain Facilities on the CFA Lot.

6. Maintenance of the CFA Property. Notwithstanding anything to the contrary contained in the Declaration or this Second Amendment, the Owner of the CFA Lot shall be responsible for complying with the maintenance obligations set forth in Section 5.13 of the Declaration with respect to the CFA Lot, and following the conveyance of the CFA Lot to CFA, Developer shall have no maintenance duties or obligations with respect to the CFA Lot.

7. Insurance. Notwithstanding anything to the contrary contained in the Declaration or this Second Amendment, (i) any insurance required of the Owner of the CFA Lot under the Declaration may be carried under blanket insurance policies covering the CFA Lot and other locations of such Owner, provided the blanket insurance complies with any other requirements of the Declaration, and (ii) the Owner of the CFA Lot shall have the right to self-insure for any insurance required under the Declaration for so long as such Owner maintains an adequate plan of self-insurance and a tangible net worth of at least Fifty Million Dollars (\$50,000,000.00).

8. Amendments Affecting CFA Lot. Notwithstanding anything to the contrary contained in the Declaration or this Second Amendment, the Declaration (as amended hereby) shall not be further amended, modified, supplemented, reinstated or terminated in any manner that would (i) modify, impair, diminish, or otherwise adversely affect any easement or right benefitting the CFA Lot or the Owner thereof, (ii) affect the use, access, or operation of the CFA Lot, or (iii) impose any additional covenant, restriction, burden or obligation on the CFA Lot or the Owner thereof (each, a "Material Modification"), unless such Material Modification is executed by the Owner of the CFA Lot and recorded in the Probate Office.

9. Covenants to Run with Land. This Second Amendment shall be binding upon and inure to the benefit of the Owners under the Declaration and their respective successors and assigns, and the covenants, restrictions, conditions and provisions contained in this Second Amendment shall constitute covenants running with the land.

10. Conflict. In the event of any conflicting terms of the Declaration and this Second Amendment, this Second Amendment shall be controlling. The Declaration shall hereafter include all provisions of this Second Amendment.

11. Ratification. Except as expressly modified by this Second Amendment, the covenants, restrictions, conditions and provisions of the Declaration shall remain in full force and effect, and the Declaration, as amended by this Second Amendment, is ratified and confirmed in all respects.

12. Partial Invalidity. If any term, provision, condition or covenant contained in this Second Amendment shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Second Amendment (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Second Amendment shall nevertheless remain in full force and effect.

[Signature appears on following page.]

IN WITNESS WHEREOF, Developer has executed this Second Amendment as of the Effective Date.

DEVELOPER:

CALERA COMMONS LLC,
an Alabama limited liability company

By: DUNN REAL ESTATE LLC,
an Alabama limited liability company
Its Sole Member

By: *Evans J. Dunn*
Name: Evans J. Dunn
Title: President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public, in said county and in said state, hereby certify that Evans J. Dunn, whose name President of Dunn Real Estate LLC, an Alabama limited liability company, as sole member of Calera Commons, LLC, an Alabama limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability companies.

Given under my hand and seal this the 10th day of September, 2025.

Caroline Welden
Notary Public
My Commission Expires: 1/17/29



EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

Portion of Lot 6A, Resurvey Lot 2 & Lot 6 of a Resurvey of Lot 2, Limestone Market Subdivision, according to the Resurvey Lot 6A of a Resurvey of Lot 2 Limestone Marketplace Subdivision, recorded in Map Book 62, Page 20 in the Office of the Judge of Project of Shelby County, Alabama.

Also described in that certain Survey prepared by Michael S. Perdue, PLS #25289 of MSP & Associates dated April 10, 2025 MSP Job # 241949 as follows:

All that tract or parcel of land lying and being in Section 4, Township 22, South, Range 2 West, in Calera, Shelby County, State of Alabama and being more particularly described as follows:

Commencing from the intersection of the southern right-of-way of Limestone Pkwy. (Variable R/W) and the eastern right-of-way of Shelby County Road 304 (60' R/W); thence with said right-of-way of Limestone Pkwy. S 86°36'40" E a distance of 245.05' to a 1/2" rebar w/cap found, said pin being The True Point of Beginning; thence S 86°36'40" E a distance of 59.73' to a point; thence leaving said right-of-way S 02°31'59" W a distance of 150.27' to a 1/2" rebar w/cap found; thence S 87°28'18" E a distance of 18.32' to a point; thence S 02°31'59" W a distance of 127.94' to a point; thence N 86°38'05" W a distance of 323.43' to a point along the eastern right-of-way of Shelby County Road 304 (60' R/W); thence along said right-of-way N 02°36'01" E a distance of 83.04' to a 1/2" rebar w/cap found; thence leaving said right-of-way S 86°37'51" E a distance of 245.07' to a 1/2" rebar w/cap found; thence N 02°35'39" E a distance of 194.94' to a 1/2" rebar w/cap found, said pin being The True Point of Beginning.

Said Parcel having an area of 39331.07 square feet, 0.903 acres.

EXHIBIT B

Reserved.

EXHIBIT C

Approved Plans

[attached]

Allen S. Bayal

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