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**SEVENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MEADOW BROOK CORPORATE PARK SOUTH**

THIS SEVENTH AMENDMENT TO DECLARATION is made as of the _____ day of January, 1995 by DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP II, an Alabama limited partnership ("Developer").

R E C I T A L S:

Pursuant to Assignment of Rights as Developer for Meadow Brook Corporate Park South dated as of December 31, 1992 and recorded as Instrument No. 1993-11094 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), Daniel U.S. Properties Limited Partnership, a Virginia limited partnership ("DUSPL"), transferred, assigned and conveyed to Developer all of DUSPL's right, title and interest as "Developer" under that certain Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated as of September 1, 1985 and recorded in Book 064, at Page 91 in the Probate Office, which Declaration has been amended by the following admendments:

- (i) First Amendment thereto dated as of April 1, 1986 and recorded in Book 095, Page 826 in the Probate Office;
- (ii) Second Amendment thereto dated as of July 23, 1988 and recorded in Book 141, Page 784 in the Probate Office;
- (iii) Third Amendment thereto dated as of March 28, 1988 and recorded in Book 177, Page 244 in the Probate Office;
- (iv) Fourth Amendment thereto dated as of June 20, 1989 and recorded in Book 243, Page 453 in the Probate Office;
- (v) Fifth Amendment thereto dated as of July 5, 1989 and recorded in Book 245, Page 89 in the Probate Office; and
- (vi) Sixth Amendment thereto dated as of October 14, 1992 and recorded as Instrument No. 1992-23529 in the Probate Office.

The original Declaration and the amendments described above are hereinafter collectively referred to as the "Declaration". Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

02/03/1995-03028
09:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MCD 24.50

Developer, together with those Owners whose signatures are set forth below and who, collectively with Developer, own 88 % of all Interests in the Property, and the Association, desire to amend the Declaration as hereinafter provided.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. **Lakes.** The Declaration is amended by adding the following as Section 2.05 thereto:

"2.05 **Lakes.** Developer does hereby establish and declare that, subject to the terms and provisions of this Section 2.05, the lakes, water features, reservoirs and waterways (hereinafter referred to as a "Lake" or the "Lakes") which are presently situated on portions of Lots B, C and E, according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10 in the Probate Office (the "Plat"), shall at all times be maintained as lakes, water features, reservoirs and waterways as currently exist as of the date hereof and no buildings, parking lots, structures or other improvements (other than as specified below), shall be constructed or maintained in, on or upon any of the Lakes; provided, however, that Developer and the Association shall each have the right from time to time and at any time to (a) make any improvements to and undertake all action with respect to the Lakes which may be required by any Governmental Authorities, (b) make any improvements to the Lakes relating to storm water and surface water discharge and runoff which may be necessary or required for any of the Property and (c) install, construct, operate, maintain, repair, relocate and replace from time to time and at any time any of the existing improvements situated in, upon or about the Lakes and any fountains, dams, walkways, paths, waterfalls, water features and other improvements of a similar nature which may be situated in, upon or about the Lakes. The Association, by execution hereof, and Developer agree that the Lakes and Lot B according to the Plat shall be Common Areas and shall be maintained by the Association. Notwithstanding anything provided herein to the contrary, (i) Developer, for itself and its successors and assigns, reserves the right to develop, construct and otherwise improve with buildings, structures and any other improvements the remaining portions of Lots C and E according to the Plat (which have not been improved with lakes, water features, reservoirs and waterways as currently exist as of the date hereof), (ii) except as provided above, no improvements, structures or buildings of any nature may be constructed or maintained on any portion of Lot B, according to the Plat, (iii) no portion of Lot B according to the Plat (including the Lake situated thereon) shall be dedicated to any governmental entity or for public use without the prior written consent of the then Owner of Lot 4 according to the Plat and (iv) the provisions of this Section 2.05 and the provisions of Section 6.06 may not be amended without the prior written consent of the then Owner of Lot 4 according to the Plat, the then Owner of Lot 1 according to the Map and Survey of Meadow Brook Corporate Park South, Phase I, as recorded in Map Book 11, Page 72, in the Probate Office and the Owner of any other Lots abutting the Lakes."

2. **Consent by Owners.** Pursuant to Section 3.02 of the Declaration, this Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South has been approved by the record owners of 88% in Interest of all Lots. The approval of such Owners is set forth on the attached signature pages.

3. **Full Force and Effect.** Except as expressly modified and amended herein, all of the terms and conditions of the Declaration, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South to be executed as of the day and year first above written.

**DANIEL U.S. PROPERTIES LIMITED
PARTNERSHIP II**, an Alabama limited partnership

By: Daniel Realty Investment Corporation, a Virginia corporation, Its General Partner

By: 


Its: Senior Vice President

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk whose name as Senior Vice President of Daniel Realty Investment Corporation, a Virginia corporation, as general partner of Daniel U.S. Properties Limited Partnership II, an Alabama limited partnership, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation, in its capacity as General Partner as aforesaid.

Given under my hand and official seal, this the 27th day of January, 1995.


Notary Public
My Commission Expires: 7-18-98

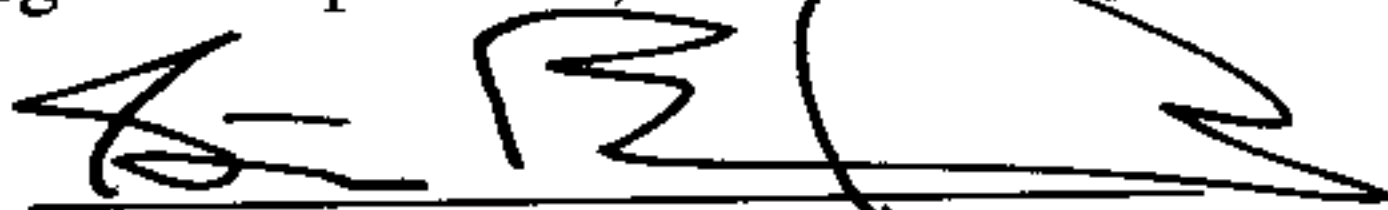
CONSENT OF OWNERS

The undersigned, Daniel U.S. Properties Limited Partnership II, an Alabama limited partnership, Daniel Meadow Brook 600 Limited Partnership, an Alabama limited partnership, Rust International Corporation (Delaware), a Delaware corporation, and WTI Rust Holdings, Inc., a Delaware corporation, as the Owners having a combined 88 % Interest in the Property, have joined in the execution of this Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South in order to evidence their consent to the foregoing amendment to the Declaration.

Dated as of the 31st day of January, 1995.

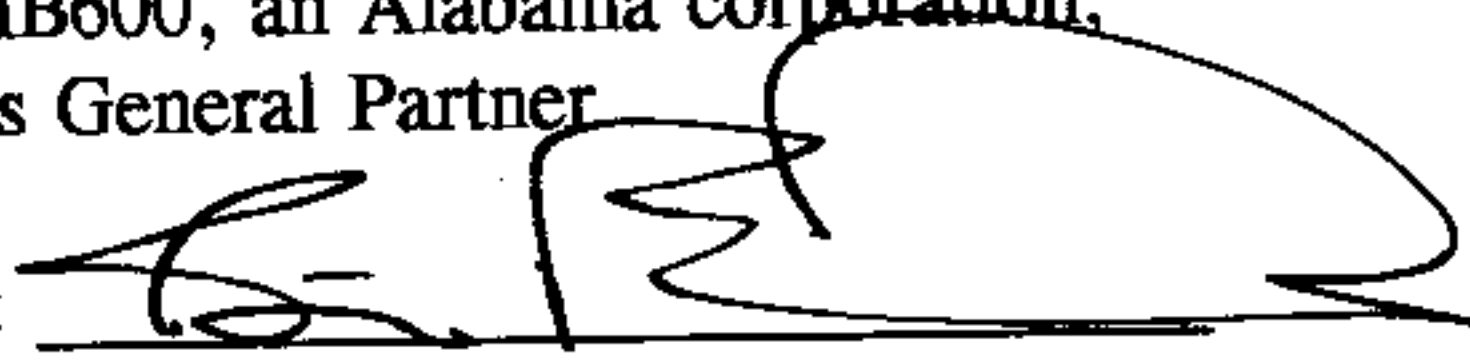
DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP II, an Alabama limited partnership

By: Daniel Realty Investment Corporation, a Virginia corporation, Its General Partner

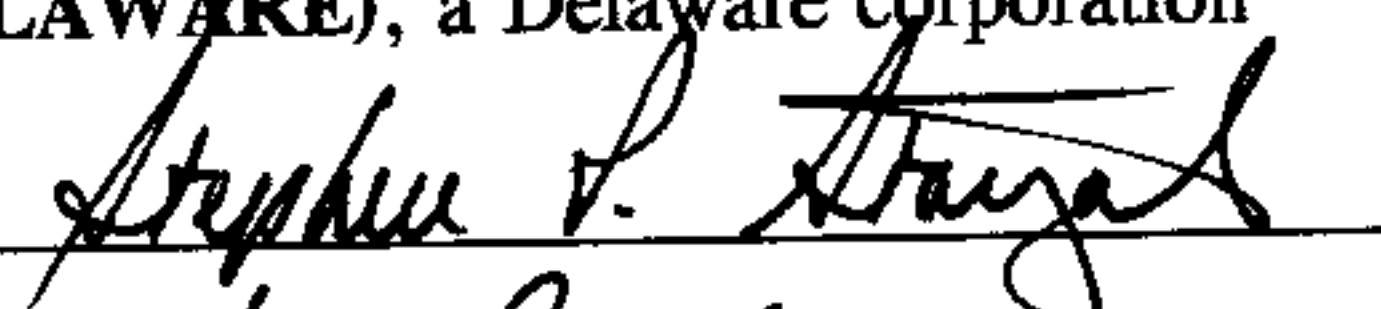
By: 
Its: Senior Vice President

DANIEL MEADOW BROOK 600 LIMITED PARTNERSHIP, an Alabama limited partnership

By: Daniel Realty Investment Corporation - MB600, an Alabama corporation, Its General Partner

By: 
Its: Senior Vice President

RUST INTERNATIONAL CORPORATION (DELAWARE), a Delaware corporation

By: 
Its: Vice President

WTI RUST HOLDINGS, INC., a Delaware corporation

By: Stephen P. Atwood
Its: Vice President

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stephen R. Monk, whose name as Senior Vice President of DANIEL REALTY INVESTMENT CORPORATION, a Virginia corporation, as General Partner of DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP II, an Alabama limited partnership, 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 said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as General Partner as aforesaid.

Given under my hand and official seal this 27th day of January, 1995.

Donna L. Andrews
Notary Public
My Commission Expires: 7-18-98

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Stephen R. Monk whose name as Senior Vice President of DANIEL REALTY INVESTMENT CORPORATION - MB600, an Alabama corporation, as General Partner of DANIEL MEADOW BROOK 600 LIMITED PARTNERSHIP, an Alabama limited partnership, 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 officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation in its capacity as general partner.

Given under my hand and official seal, this the 27th day of January, 1995.

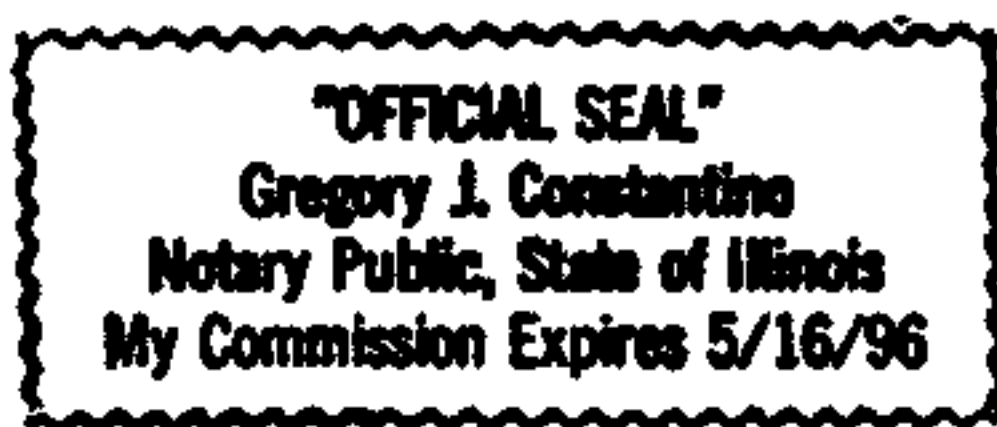
Donna L. Andrews
Notary Public
My Commission Expires: 7-18-98

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that STEPHEN P. STANCZAK whose name as VICE PRESIDENT of RUST INTERNATIONAL CORPORATION (DELAWARE), a Delaware corporation, 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 officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation.

Given under my hand and official seal, this the _____ day of January, 1995.



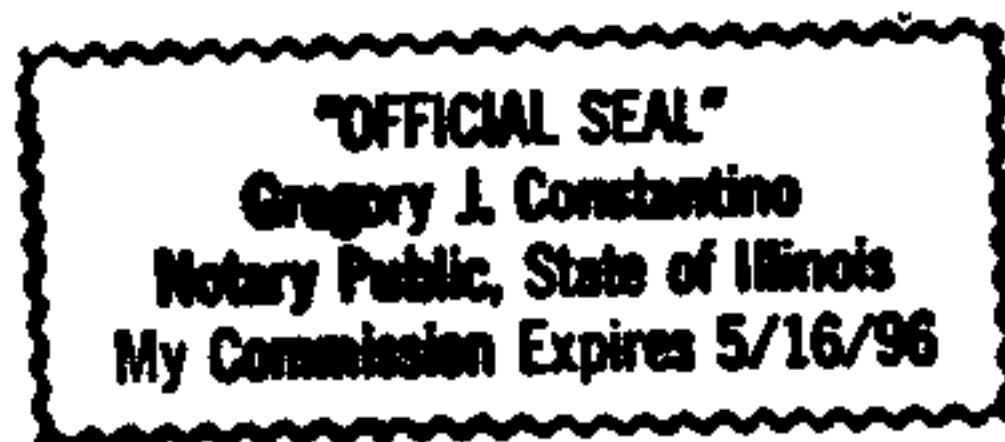
Gregory J. Constantino
Notary Public
My Commission Expires: MAY 16, 1996

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that STEPHEN P. STANCZAK whose name as VICE PRESIDENT of WTI RUST HOLDINGS, INC., a Delaware corporation, 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 officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation.

Given under my hand and official seal, this the _____ day of January, 1995.



Gregory J. Constantino
Notary Public
My Commission Expires: MAY 16, 1996

CONSENT OF ASSOCIATION

Meadow Brook Corporate Park South Association, Inc., an Alabama non-profit corporation, as the Association under the Declaration, has joined in the execution of this Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South in order to consent to and agree to be bound by the provisions of Section 2.05 above which is being added to the Declaration.

Dated as of the 27th day of January, 1995.

**MEADOW BROOK CORPORATE
PARK SOUTH ASSOCIATION, INC.,**
an Alabama nonprofit corporation

By: 


Its: Senior Vice President

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk whose name as Senior Vice President of MEADOW BROOK CORPORATE PARK SOUTH ASSOCIATION, INC., a non-profit corporation, 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 officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation in its capacity as general partner.

Given under my hand and official seal, this the 27th day of January, 1995.


Notary Public
My Commission Expires: 7-18-98

THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:

Stephen R. Monk, Esq.
c/o Daniel Realty Corporation
P. O. Box 385001
Birmingham, Alabama 35238-5001

Inst. # 1995-03028