

1937

STATE OF ALABAMA )

COUNTY OF SHELBY )

FIRST AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS

THE FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS made and entered into on this 26th day of September 1985, by and among MOUNTAIN BROOK BAPTIST CHURCH (the "Church"), DANIEL INTERNATIONAL CORPORATION ("Daniel") and the undersigned members of the Architectural Control Committee (the "Committee").

W I T N E S S E T H:

WHEREAS, the Church and Daniel have heretofore entered into a Declaration of Protective Covenants dated as of September 27, 1983 (the "Declaration"), which has been filed for record in Book 52, Page 925, in the Probate Office of Shelby County, Alabama; and

WHERE, Daniel has contemporaneously herewith transferred and conveyed to the Church certain real property situated in Shelby County, Alabama which the parties hereto desire to subject to the terms and conditions of the Declaration, as amended herein; and

WHEREAS, pursuant to Section 3A of the Declaration, the Committee consisting of Ruel Russell, M.B. Bagby, R.C. Englund and John B. Jinks, Jr. was established to administer and enforce the terms and conditions of the Declaration; and

WHEREAS, Ruel Russell and John B. Jinks, Jr. have heretofore resigned from the Committee and the remaining members of the Committee desire to appoint successors thereof; and

WHEREAS, the Church, Daniel and the Committee desire to amend Section 6 of the Declaration to modify the method by which the Declaration may be changed, amended, deleted or altered.

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

1. Amendment of Description of Property Subject to Declaration. Notwithstanding anything provided in the Declaration to the contrary, the parties hereby agree that the Declaration shall encumber and bind the following real property situated in Shelby County, Alabama, to wit:

*Susan Carr*

BOOK 043 PAGE 618

Lots 1 and 3, according to the Survey of Meadow Brook Church Site Subdivision as recorded in Map Book 8, Page 127, in the Office of the Judge of Probate of Shelby County, Alabama.

Any and all references to "the property" in the Declaration shall mean the above described property.

2. Amendment of Section 3A of the Declaration.  
Section 3A of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

"A. The Architectural Control Committee is composed of Donald W. Drennen, M.B. Bagby, R.C. Englund, and Michael D. Fuller. Donald W. Drennen and M.B. Bagby are hereinafter sometimes referred to as the "Church Representative(s)" and R.C. Englund and Michael D. Fuller are hereinafter sometimes referred to as the "Daniel Representative(s)". A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of one or more of the Church Representatives, then the remaining Church Representative (or if there is no remaining Church Representative, then Mountain Brook Baptist Church, its successors or assigns) shall designate any successor thereto. In the event of the death or resignation of one or more of the Daniel Representatives, then the remaining Daniel Representative (or if there is no remaining Daniel Representative, then Daniel International Corporation or its successors or assigns) shall designate any successor thereto. Neither the members of the Committee or its designated representative shall be entitled to any compensation for services rendered hereto. All action required or permitted herein by the Committee shall require the affirmative vote of at least fifty-one percent (51%) of the members of the Committee."

BOOK 043 PAGE 619

BOOK 043 PAGE 620

3. Amendment of Article 6 of the Declaration.  
Article 6 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

"6. This Declaration may be modified, amended, released or otherwise altered at any time by a written instrument filed for record in the Probate Office of Shelby County, Alabama duly executed and consented to by (i) both Daniel International Corporation and Mountain Brook Baptist Church or their respective successors or assigns, (ii) at least one (1) of the Church Representatives and (iii) at least one (1) of the Daniel Representatives."

4. Full Force and Effect. Except as modified and amended herein, all of the terms and conditions set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Declaration of Protective Covenants to be executed on the day and year first above written.

CHURCH:

MOUNTAIN BROOK BAPTIST CHURCH

By: M. B. Bagby

M.B. Bagby,  
Chairman of the Board of  
Trustees

DANIEL:

DANIEL INTERNATIONAL CORPORATION

By: R. Caldwell Englund

R. Caldwell Englund,  
Vice President

BOOK 043 PAGE 621

COMMITTEE:

By: Donald W. Drennen  
Donald W. Drennen

By: M. B. Bagby  
M.B. Bagby

By: R.C. Englund  
R.C. Englund

By: Michael D. Fuller  
Michael D. Fuller

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that M.B. Bagby, whose name as Chairman of the Board of Trustees of Mountain Brook Baptist Church, is signed to the foregoing Protective Covenants and who is known to me, acknowledged before me on this day that, being informed of the contents of the Protective Covenants, he, as such officer and with full authority, executed the same voluntarily for and as the act of said organization.

Given under my hand and official seal this 26<sup>th</sup> day of September, 1985.



Beth Ann Denson  
Notary Public

My commission expires: 12-6-87

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that R.C. Englund, whose name as Vice President of Daniel International Corporation, is signed to the foregoing Protective Covenants and who is known to me, acknowledged before me on this day that, being informed of the contents of the Protective Covenants, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 24th day of Sept, 1985.

Singer A. McCoy  
Notary Public

My commission expires: 8-2-88

STATE OF ALABAMA )

JEFFERSON COUNTY )

I the undersigned, a Notary Public in and for said County and in said State, hereby certify that Donald W. Drennen whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand this 25th day of September, 1985.

Ronald C. Beauregard  
Notary Public

STATE OF ALABAMA )

JEFFERSON COUNTY )

I the undersigned, a Notary Public in and for said County and in said State, hereby certify that M.B. Bagby whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand this 26th day of September, 1985.

Billie Ann Jensen  
Notary Public

My commission expires: 12-6-87

STATE OF ALABAMA )

JEFFERSON COUNTY )

I the undersigned, a Notary Public in and for said County and in said State, hereby certify that R.C. Englund whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand this 25<sup>th</sup> day of September, 1985.

Patricia B. Campbell  
Notary Public

My commission expires: 6-30-86

STATE OF ALABAMA )

JEFFERSON COUNTY )

I the undersigned, a Notary Public in and for said County and in said State, hereby certify that Michael D. Fuller whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand this 24<sup>th</sup> day of September, 1985.

Beth Ann Denson  
Notary Public

My commission expires: 12-6-87



STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1985 OCT -4 AM 10:55

Thomas A. Lawrence, Jr.  
JUDGE OF PROBATE

RECORDING FEES	
Recording Fee	\$15.00
Index Fee	1.00
TOTAL	\$16.00