

245

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

Stephen R. Monk, Esq.
c/o Daniel Realty Corporation
10 Inverness Parkway
P.O. Box 43250
Birmingham, Alabama 35243

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MEADOW BROOK CORPORATE PARK SOUTH

THIS DECLARATION made as of the 1st day of September,
1985 by DANIEL U.S. PROPERTIES, LTD., a Virginia limited
partnership (the "Developer").

R E C I T A L S:

WHEREAS, the Developer, as the owner of the Property
(as hereinafter defined), desires to develop, lease and sell
the Property for commercial purposes to be known as Meadow
Brook Corporate Park South, subject to certain covenants,
conditions, restrictions and rights which shall be binding
upon the Property and shall run with title to the Property;
and

WHEREAS, the Developer has caused Meadow Brook
Corporate Park South Association, Inc. to be formed as a
Alabama non-profit corporation for the purpose of operating,
maintaining and managing the facilities and services to be
provided with respect to the Property and to enforce the
covenants, conditions and restrictions herein set forth.

NOW, THEREFORE, the Developer does hereby declare that
the Property is and shall hereafter be held, transferred,
sold, conveyed, leased, occupied and used subject to the
covenants, conditions and restrictions hereinafter set forth
in this Declaration, which shall be binding upon the
Developer and all parties acquiring or having any right,
title or interest in any part of the Property and which
shall be and are covenants running with title to the
Property.

ARTICLE I
DEFINITIONS

As used throughout this Declaration, the following terms shall have the meanings set forth below:

1.01 Amendment. The term "Amendment" or "Amendments" shall mean any and all amendments and modifications to this Declaration as may from time to time be adopted pursuant to Section 3.02 hereof.

1.02 Architectural Control Committee. The term "Architectural Control Committee" shall mean the review committee appointed pursuant to Article V hereof with the rights and obligations conferred upon such review committee pursuant to this Declaration.

1.03 Assessment. The term "Assessment" or "Assessments" shall mean the annual and special assessments made by the Association pursuant to Section 7.04 hereof.

1.04 Architectural Guidelines. The term "Architectural Guidelines" shall mean the guidelines prepared, issued and amended from time to time by the Architectural Control Committee for the purpose of reviewing and approving all Improvements, landscaping and uses of the Property and each Lot thereof.

1.05 Articles of Incorporation. The term "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association and all amendments thereto.

1.06 Association. The term "Association" shall mean Meadow Brook Corporate Park South Association, Inc., a non-profit Alabama corporation.

1.07 Board. The term "Board" shall mean and refer to the Board of Directors of the Association and their duly elected successors as may be provided in the Articles of Incorporation and Bylaws.

1.08 Bylaws. The term "Bylaws" shall mean and refer to the Bylaws of the Association and all amendments thereto.

1.09 Common Areas. The term "Common Areas" shall mean and include (a) all public or private roadways within the boundaries of the Property or which may be adjacent to and providing ingress and egress to portions of the Property, other than any such roadways located solely within the Lot lines or boundary of any Lot, (b) all landscaped and other areas located immediately adjacent to any public or private

BOOK 064 PAGE 92

roadways, other than any such areas located solely within the Lot lines or boundary of any Lot, (c) any other areas of the Property which may from time to time be designated as Common Areas by the Developer or which may be conveyed by deed from the Developer to the Association, (d) all lakes, water features, drains, lines and conduits and walkways and paths situated on or adjacent to any such lakes, water areas, Common Areas or any other portion of the Property, other than any such areas and facilities located solely within the Lot lines or boundary of any Lot, (e) any Improvements, landscaped areas, parks, trails, paths or other areas of the Property which are maintained by the Association as Common Areas and (f) all signage of any nature, including, without limitation, traffic signals and signage and property identification signage.

1.10 Declaration. The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions and all Amendments thereto.

1.11 Deed. The term "Deed" shall mean and refer to any deed, lease, assignment or other instrument other than a Mortgage conveying any interest in any Lot.

1.12 Developer. The term "Developer" shall mean Daniel U.S. Properties, Ltd., a Virginia limited partnership, its successors and assigns.

1.13 Easement Areas. The term "Easement Areas" shall mean and refer to (a) those areas described in any Deed, as Easement Areas, (b) a strip of land twenty (20) feet in width along the front Lot line or boundary line and rear Lot line or boundary line of each Lot and (c) a strip of land twenty (20) feet in width along each side Lot line or boundary line of each Lot.

1.14 Governmental Authorities. The term "Governmental Authorities" shall mean any and all city, county, state and federal governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of the Property and any Improvements thereon.

1.15 Improvement. The term "Improvement" or "Improvements" shall mean and refer to any building, structure or device constructed, erected or placed upon any Lot which in any way affects the physical appearance of any Lot. Improvements shall include, by way of illustration and not limitation, buildings, sheds, foundations, covered patios, underground utilities, roads, driveways, paving, curbing, parking areas, trees, shrubbery, landscaping, fences,

BOOK 064 PAGE 93

screening, walls, signs and any other artificial or man-made changes or alterations to the natural environment of any Lot as such Lot is presently situated as of the date of this Declaration. "Improvement" shall also mean any excavation or fill, the volume of which exceeds ten (10) cubic yards; or any excavation, fill, ditch, diversion dam or other thing or device which affects or alters any natural or artificial stream, wash or drainage channel upon or across any Lot.

1.16 Leasehold Owner. The term "Leasehold Owner" shall mean and refer to the lessee under any lease of a Lot with an initial term of not less than twenty (20) years.

1.17 Lot. The term "Lot" or "Lots" shall mean and refer to any parcel or parcels of land composing a portion of the Property as designated on Exhibit "B" attached hereto. The term "Lot" or "Lots" shall also mean and refer to any other Lot forming a portion of any additional property made subject to this Declaration by the Developer pursuant to Section 2.02 hereof or any Lot or Lots which may be divided or redivided by Developer pursuant to the provisions of Section 4.13 hereof.

1.18 Interest. The term "Interest" as used in connection with voting rights or Assessments made by the Association shall mean and refer to the percentage interests attributable to each Lot constituting any portion of the Property which shall be determined by the Developer or the Architectural Control Committee by dividing the land acreage of a Lot by the total land acreage of the Property (exclusive of all Common Areas).

1.19 Member. The term Member shall mean each Owner and Leasehold Owner who becomes and is entitled and subject to the rights and obligations of a member in the Association pursuant to the provisions of Article VII hereof.

1.20 Mortgage. The term "Mortgage" shall mean and refer to a leasehold or fee mortgage, deed of trust or other security device encumbering a Lot or Lots or any interest therein and which shall have been recorded in the Probate Office of Shelby County, Alabama.

1.21 Mortgagee. The term "Mortgagee" shall mean and refer to the mortgagee, beneficiary, trustee or other holder of any Mortgage provided that the name and address of such mortgagee, beneficiary, trustee or other holder appears in the Mortgage.

1.22 Occupant. The term "Occupant" shall mean and include the Owner or Leasehold Owner of any Lot and their

respective employees, agents, tenants, independent contractors, invitees and licensees or any other person who either lawfully or unlawfully occupies or comes upon such Lot. All actions or omissions of any Occupant is and shall be deemed the action or omission of the Owner or Leasehold Owner of such Lot.

1.23 Owner. The term "Owner" shall mean and refer to the record owner (including the Developer) of fee simple title to any Lot or any portion thereof, whether a corporation, partnership, proprietorship, association or other entity of any nature, including natural persons. An Owner (including the Developer) who has transferred or otherwise conveyed a leasehold interest in and to any Lot to a Leasehold Owner may, in its sole discretion, assign in such lease, all of such Owner's rights and obligations as an Owner herein; provided, however, that any such assignment shall not relieve such Owner from his duties and obligations hereunder except as expressly provided herein. From and after receipt of such assignment, the Developer and the Architectural Control Committee shall recognize the Leasehold Owner as the Owner of such Lot.

1.24 Property. The term "Property" shall mean and refer to that certain real property situated in Shelby County, Alabama described in Exhibit "A" attached hereto and made a part hereof and shall include any additional property made subject to this Declaration pursuant to Section 2.02 hereof or any Lot or Lots which may be divided or redivided by the Developer pursuant to the provisions of Section 4.13 hereof.

1.25 Setback Lines. The term "Setback Lines" shall mean a strip of land fifty (50) feet in width upon each Lot lying parallel to each of the boundary lines of a Lot or such other Setback Lines as may be specified from time to time by the Architectural Control Committee in the Architectural Guidelines.

1.26 Utility Service. The term "Utility Service" shall mean and include any utilities serving any portion of the Property or any Common Areas, including, without limitation, water, public or private sewage and sewer service, storm drains, steam, gas, electricity, telephone, solar or passive energy sources or any other utilities of any nature whatsoever.

ARTICLE II PROPERTY SUBJECT TO THE DECLARATION

2.01 General Declaration. The Developer hereby declares that each Lot and all of the Property is and shall be

subject to the covenants, conditions and restrictions of this Declaration and the Property, any part thereof and each such Lot shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved or transferred, in whole or in part, subject to the terms of this Declaration, which covenants, conditions and restrictions shall run with the title to the Property and shall be binding upon and inure to the benefit of the Developer and upon all Owners and Occupants of the Property and any Lot thereof. This Declaration shall not apply to or affect any real property which is not subjected specifically by written instrument to this Declaration.

2.02 Addition of Other Real Property. The Developer may at any time and from time to time during the pendency of this Declaration add any real property lying adjacent to or in close proximity with the Property to the provisions of this Declaration with such Amendments thereto as the Developer, in its sole discretion, may desire. Real property may be submitted to the provisions of this Declaration by an instrument executed by the Developer in the manner required for the execution of deeds and recorded in the Probate Office of Shelby County, Alabama. Such instrument shall (a) refer to this Declaration stating the book and page numbers of the Probate Office of Shelby County, Alabama where this Declaration is recorded, (b) contain a statement that such real property is conveyed subject to the provisions of this Declaration or only specified portions thereof, (c) contain an exact description of such additional real property and (d) state such other or different covenants, conditions and restrictions as the Developer, shall, in its sole discretion, specify to regulate and control the use, occupancy and improvement of such additional real property.

2.03 Right of Developer to Modify Restrictions with Respect to Lots Owned by Developer. With respect to any Lot owned by the Developer, the Developer may, by deed, contract or other instrument filed for record in the manner specified in Section 4.19 hereof, modify the provisions of this Declaration as the same apply to any such Lots; provided, however, that this Declaration may not be modified or amended to (a) increase or decrease the voting rights attributable to such Lot in the Association or (b) exempt any Lot from the payment of Assessments.

2.04 Mutuality of Benefit and Obligation. The provisions of this Declaration and any Amendments hereto are made (a) for the mutual and reciprocal benefit of each Lot and are intended to create mutual, equitable servitudes upon and in favor of each Lot, (b) to create reciprocal rights

and obligations between the respective Owners and all future and subsequent Owners of any Lot and (c) to create a privity of contract and estate between the Owners, their respective heirs, successors and assigns.

ARTICLE III DURATION AND MODIFICATION

3.01 Duration. This Declaration shall remain in full force and effect until December 31, 2036, and thereafter shall, as then in force, be continued automatically and without further notice indefinitely, unless modified or terminated in the manner set forth in Section 3.02 hereof.

3.02 Amendment, Modification or Termination. The Developer reserves the right at any time and from time to time, without the consent or approval of any Owner, Leasehold Owner or Mortgagee, to modify, amend, release or otherwise alter any portion of this Declaration in the manner set forth in Sections 2.02, 2.03 and 4.13 hereof. With respect to any other Amendment to this Declaration at any time prior to December 31, 2036, this Declaration may be modified, amended or terminated by a written agreement of modification executed by the then record Owners of seventy-five percent (75%) in Interest of the Lots that is filed for record in the Probate Office of Shelby County, Alabama. At any time after December 31, 2036, this Declaration may be amended by Amendment executed by the then record Owners of fifty-one percent (51%) in Interest of the Lots and filed for record in the Probate Office of Shelby County, Alabama. Notwithstanding anything provided herein to the contrary, no amendment to Sections 2.02, 2.03, 4.13, 5.02 and 5.03 of this Declaration shall be effective unless the same is consented to in writing by the Developer. For purposes of this Section 3.02, the Developer shall be deemed to be the record Owner of any Lot owned by the Developer and shall be entitled to the voting rights with respect to the Interest attributable thereto.

ARTICLE IV USE RESTRICTIONS

Each Owner, Occupant and Mortgagee (after it enters into possession of or forecloses its interest in any portion of the Property) shall be bound by and subject to the following use restrictions which shall bind the Property, each Lot and any part thereof:

4.01 Use. The use of each Lot and all Improvements thereon must (a) comply at all times with all applicable

zoning, building and land use regulations of the Governmental Authorities, (b) comply with the terms, provisions and conditions of this Declaration and (c) be approved in advance by the Architectural Control Committee.

4.02 Nuisances and Offensive Activities. No rubbish or debris of any kind, lumber, metals, trash, snow, ice or water shall be permitted or allowed to be placed or remain on any Lot and no obnoxious, offensive or illegal activity shall be carried on in, on or upon any Lot or any Improvement thereon.

4.03 Underground Utilities. No pipe, conduit, cable or transmission line for any Utility Service shall be installed or maintained above the surface of the ground of any Lot; provided, however, that street light standards, similar lighting equipment and temporary irrigation hoses, pipes and systems may be placed (and replaced) upon the surface of any Lot with the prior written approval of the Architectural Control Committee. No Owner or Occupant will erect or grant any right, license or privilege to erect, use or permit the use of overhead or above ground wires, poles, pipes or other above ground machinery or equipment in connection with any Utility Service. Temporary poles and lines for the transmission of Utility Service during the construction of any Improvements may not be erected, placed, installed or maintained on any Lot without the prior written approval of the Architectural Control Committee. All exterior machinery, equipment and facilities used or necessary to supply Utility Service to any Lot or Improvement shall be located and screened on each Lot in the manner and upon such conditions as approved or required by the Architectural Control Committee.

4.04 Parking and Roadways.

(a) No on-street parking or parking in Common Areas shall be permitted. Each Owner shall provide off-street parking on its respective Lot in accordance with minimum parking requirements as may be specified from time to time in the Architectural Guidelines and as may be required by the appropriate Governmental Authorities. All parking areas on each Lot shall, in accordance with requirements of the Architectural Guidelines or as otherwise may be required by the Architectural Control Committee (i) be paved to provide dust-free, all weather surfaces, (ii) be adequate in area and number of parking spaces provided, (iii) contain adequate driveways and space for the movement of vehicles, (iv) meet at grade with connecting public or private streets, (v) be striped to designate parking spaces, (vi) contain concrete curbing, sidewalks and walkways and proper

drainage (vii) be lighted and (viii) be landscaped in accordance with any requirements set forth in the Architectural Guidelines or as may be required by the Architectural Control Committee. Each Owner shall maintain all parking areas and driveways on its Lot clean and clear of all refuse, rubbish, trash or debris of any nature. No parking spaces shall be located on and no parking shall be allowed or permitted within driveway areas, roadway areas, Easement Areas or the Setback Lines of any Lot.

(b) All roadways located solely within the Lot lines or boundaries of any Lot must (i) be approved by the Architectural Control Committee prior to commencement of construction of the same, (ii) be adequate in size to provide sufficient means of ingress and egress to and from the Lot, (iii) be paved to provide dust-free, all weather surfaces, (iv) meet at grade with existing public or private roads, (v) contain concrete curbing, sidewalks and walkways and proper drainage and (vi) be subject to such additional specifications or requirements as may from time to time required by the Architectural Control Committee. All curb cuts shall be subject to the prior written approval of the Architectural Control Committee.

4.05 Loading, Storage and Parking. All loading facilities and delivery areas for each Lot and Improvements thereon shall be located and screened from street and driveway visibility in a manner approved by the Architectural Control Committee. No materials, supplies, equipment or machinery shall be stored outside of an Improvement or on any Lot nor shall any outside operations of any nature be conducted on any Lot without the prior written approval of the Architectural Control Committee. No truck, trailer, house trailer, boat, boat trailer or other vehicle of any nature (other than automobiles and small trucks) shall be permitted on any Lot unless parked in a garage or loading dock area so that the same is not open to view by the public or adjacent Lots. All automobiles, small trucks, motorcycles and bicycles must be parked in a designated parking area on each Lot. No vehicles of any nature may be parked or left unattended for more than seven (7) consecutive days, unless in the ordinary course of an Owner's or Occupant's business and approved in writing by the Architectural Control Committee.

4.06 Signs. The location, size, design, materials and construction of all signs to be erected or placed on any Lot must be approved in writing by the Architectural Control Committee.

4.07 Maintenance, Landscaping, Refuse and Trash.

(a) Each Owner and Occupant shall at all times keep and maintain its Lot and the Improvements situated thereon in good order, repair and condition. All exterior paint or stain finishes of an Improvement, if any, shall at all times be well and properly painted. Each Owner shall at all times maintain its Lot and any Improvements thereon in accordance with all requirements and regulations of the appropriate Governmental Authorities. During the construction of any Improvements on a Lot, each Owner shall keep or cause to be kept its Lot in a neat, orderly and safe condition, free from unsightly accumulations of trash, rubbish, debris and construction materials. The Architectural Control Committee may require an Owner to install protective fencing and/or screening around any such construction materials.

(b) Each Lot shall be landscaped in accordance with plans and specifications submitted to and approved by the Architecture Control Committee. All areas of each Lot not used for Improvements shall at all times be maintained by the Owner in a fully and well kept landscaped condition utilizing ground cover and/or shrubs and trees. Grass, hedges, shrubs, vines or any other vegetation of any type on each Lot shall be kept and trimmed at regular intervals at all times in order to maintain the same in a neat, safe and attractive condition. Trees, shrubs, vines, plants and other vegetation which die shall be promptly removed and replaced with living plants of like kind and quantity. Each Owner (excluding the Developer) shall install and maintain landscaping on its Lot to the edge of the curb of any adjacent public or private street or roadway. All areas of any Lot which do not contain Improvements shall be maintained in a weed-free condition and shall be landscaped if required by the Architectural Control Committee. No weeds, vegetation, rubbish, debris, garbage or waste material shall be placed or permitted to accumulate upon any portion of a Lot which would render the Lot unsanitary, unsightly, offensive or detrimental to any of the Property or to any of the other Owners or their respective Lots. No Owner or Occupant shall damage, destroy, open, reduce, remove, alter, modify or install any thing, object or improvement of any nature which would alter the natural environment of any bank, slope or stream situated on or running through any Lot, except with the prior written approval of the Architectural Control Committee.

(c) All outdoor refuse collection areas for each Lot shall be approved in writing by the Architectural Control Committee, shall be visually screened so as not to be visible from any street or roadway or adjacent Lots, and

shall be maintained in such a manner to prevent unsightly, unsanitary or offensive accumulation of trash, garbage, debris, rubbish or refuse. No refuse collection areas shall be maintained between any street or roadway and any Improvement.

(d) In the event any Owner fails to perform or fails to complete the performance of any of the obligations provided in this Section 4.07 and such failure continues for a period of ten (10) days after written notice from the Association to remedy the same, then the Association shall have the option to perform such obligations on behalf of any such Owner, subject to and in accordance with the terms and provisions of Article VIII hereof.

4.08 Animals. No animals (i.e., livestock, poultry, dogs, cats, birds, reptiles or household pets) of any type shall be raised, bred or kept on, in or upon any Lot or Improvement thereon except with the prior written consent of the Architectural Control Committee.

4.09 Emissions. Except as may be otherwise approved in writing by the Architectural Control Committee, no use shall be permitted to exist or operate upon any Lot or from any Improvement thereon which:

(a) Emits dust, sweepings, dirt, cinders, fumes, odors, radiation, gases or vapors or which discharges liquid or solid wastes or any other harmful matter into the atmosphere or into any stream, river or other body of water which may adversely affect (i) the health or safety of any Occupant of the Property or (ii) vegetation within the Property. No water or any substance or materials of any kind shall be discharged in violation of any regulations of any of the Governmental Authorities or any person supplying, furnishing, maintaining or regulating any applicable public or private sewer;

(b) Produces intense glare or heat unless such use is performed only within an enclosed or screened area and then only in such manner that the glare or heat emitted will not be discernible from the Lot lines or boundary lines of any Lot;

(c) Creates a sound pressure level in violation of any regulation of any of the Governmental Authorities or which is offensive and creates a nuisance to any other Owner or Occupant;

(d) Allows the visible emissions of smoke (outside any Improvement) in violation of any regulation of any of the

Governmental Authorities. This requirement shall also be applicable to the disposal of trash and waste materials; and

(e) Creates a ground vibration that is perceptible, without instruments, at any point beyond the Lot lines or boundary lines of any Lot.

4.10 Density and Building Height Requirements.

(a) Not less than thirty-five percent (35%) of the total acreage of each Lot shall be landscaped in a manner approved by the Architectural Control Committee. Not more than sixty-five percent (65%) of the total acreage of each Lot shall contain Improvements.

(b) Each Lot shall have a maximum building space density of not more than 15,000 gross square feet of floor space (vertically or horizontally) per acre, prorated for fractional acreage; provided, however, that in computing the maximum building space density provided herein, a basement or other subsurface floor of any Improvement (not to exceed one subsurface or underground floor) shall not be included in such computation.

(c) The building height of each Improvement shall be subject to the prior written approval of the Architectural Control Committee, which approval may be withheld by the Architectural Control Committee if the building height of any such Improvement would not, in the sole opinion of the Architectural Control Committee, be compatible with the overall development plan of the Property.

4.11 Temporary Improvements. No temporary building, trailer, garage or building of any nature shall be erected, placed or maintained on any Lot without the prior written approval of the Architectural Control Committee. Buildings and trailers necessary for construction of Improvements on any Lot, not used or intended to be used for living accommodations, may be erected and maintained on any Lot during the course of such construction upon the prior written approval of the Architectural Control Committee; provided, however, no such building or trailer shall be used as a sales or leasing office without the prior written approval of the Architectural Control Committee.

4.12 Fences. No fences, whether of chain link, wire, metal, wood, brick or other material shall be erected on any Lot without the prior written approval of the Architectural Control Committee.

4.13 Division of Lots. No Lot shall be further divided or redivided, without the prior written consent and approval

of (a) the Developer, so long as the Developer owns any Lot or (b) the Architectural Control Committee, after the Developer ceases to own any Lot; provided, however, that the Developer may at any time and from time to time divide and redivide any Lot owned by Developer. Any further division or redivision of any Lot shall be subject to the provisions of this Declaration, including, specifically, the density requirements set forth in Section 4.10 hereof.

4.14 Aerials. No radio, television or other aerial, antenna, tower or transmitting or receiving aerial or support equipment thereof shall be erected, installed, placed or maintained on any Lot or the exterior portion of any Improvement without the prior written approval of the Architectural Control Committee.

4.15 Setback Lines and Easement Areas. No Improvements shall be built within the Setback Lines or the Easement Areas of any Lot.

4.16 Prohibited Uses. In addition to any uses which the Architectural Control Committee may from time to time prohibit on the Property, the following operations and uses shall not be permitted on any Lot without the prior written approval of the Architectural Control Committee: (a) residential housing, (b) trailer courts, (c) labor camps, (d) junk yards, (e) boring, mining, quarrying, exploring, refining, extraction or excavation for stone, oil, gas, coal, hydro carbons, gravel, earth or other minerals, (f) dumping, disposal, incineration or reduction of garbage, sewage or refusal, (g) cemeteries, (h) stockyards or animal slaughter houses, (i) jails, prisons or work farms, (j) industrial manufacturing operations or (k) farming.

4.17 Waterfront and Water Areas. Waterfront and water areas of the Property, if any, shall be used and maintained by Owners and Occupants in accordance with rules and regulations promulgated from time to time by the Architectural Control Committee.

4.18 Zoning. In addition to the restrictions and obligations set forth in this Article IV, each Owner, Occupant, Lot and Improvement, shall be subject to all zoning and use laws and other rules and regulations of the appropriate Governmental Authorities.

4.19 Variances. The Architectural Control Committee shall have the exclusive right to grant variances from the requirements of this Declaration with respect to any Lot, as the Architectural Control Committee may, in its sole discretion, determine necessary for the successful

BOOK 064 PAGE 103

development of the Property. Any variance granted hereunder shall be effective only upon recordation in the Probate Office of Shelby County, Alabama of a Notice of Variance executed by the Architectural Control Committee and the affected Owner.

ARTICLE V
ARCHITECTURAL REVIEW COMMITTEE; ARCHITECTURAL CONTROL

5.01 Committee Composition. The Architectural Control Committee shall consist of not less than three (3) nor more than five (5) persons. The Architectural Control Committee shall initially consist of three (3) members each of whom shall be appointed by the Developer. The initial members of the Architectural Control Committee shall be:

Michael D. Fuller
F. Bruce Gleissner and
Kenneth B. Findley.

As provided in Section 5.02 below, the Architectural Control Committee shall increase in size to four (4) members and then to five (5) members, with the fourth and fifth members being elected by the Owners. By a majority vote of the members of the Architectural Control Committee, one (1) representative, who must be a member of the Architectural Control Committee, may be appointed to act for the Architectural Control Committee. In the event of the death or resignation of a member of the Architectural Control Committee, then (a) the Developer shall, promptly after any such death or resignation, appoint a substitute member of the Architectural Control Committee if such deceased or resigning member is one of the three (3) members appointed by the Developer, or (b) the majority in Interest of the Owners shall, promptly after such death or resignation, appoint a substitute member of the Architectural Control Committee if such deceased or resigning member is one of the two (2) members to be appointed by a majority in Interest of the Owners pursuant to Section 5.02 below. Neither the members of the Architectural Control Committee nor its designated representative shall be entitled to any compensation for services rendered pursuant to this Section 5.01; provided, however, that the members and the representative of the Architectural Control Committee shall be reimbursed for expenses incurred on behalf of the Architectural Control Committee.

5.02 Appointment and Removal of Members by Owners. The Developer shall have the sole and exclusive right throughout the term of this Declaration to appoint and remove three (3)

BOOK 064 PAGE 104

members of the Architectural Control Committee. At such time as the Developer has by Deed transferred, conveyed or leased seventy-five percent (75%) in Interest of the Lots to Owners, then the majority in Interest of the Owners shall, by affirmative vote, appoint a fourth member of the Architectural Control Committee. At such time as the Developer has by Deed transferred, conveyed or leased ninety percent (90%) in Interest of the Lots to Owners, then the majority in Interest of the Owners shall, by affirmative vote, appoint a fifth member of the Architectural Control Committee.

5.03 Procedure and Meetings. The affirmative vote of a majority of the membership of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. The decision of a majority of the members of the Architectural Control Committee with respect to any matter shall be final and binding. Notwithstanding anything provided herein to the contrary, if the Architectural Control Committee appoints a representative to act for it pursuant to Section 5.01 above, then that representative, without any additional consent or authorization from the Architectural Control Committee, shall have the rights, powers and authorizations set forth herein. The Architectural Control Committee may meet informally, by meeting, telephone, letter or otherwise, as necessary to properly perform its duties hereunder and unless authorized by a majority of the members of the Architectural Control Committee, no one shall have any right to be present or participate in any meetings of the Architectural Control Committee other than the members themselves. The Architectural Control Committee shall have the right to adopt and establish such rules and regulations as it may determine necessary concerning procedure, notice of meetings and all other matters concerning the conduct of the business of the Architectural Control Committee.

5.04 Submission of Plans and Specifications. No Improvement shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any approved Improvement be altered in any way which materially changes the exterior appearance thereof, nor shall any initial or subsequent use be commenced on any Lot, unless plans and specifications (including a description of any proposed use) therefore have been submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Control

Committee, but in any event shall include (i) a site development plan of the Lot showing the nature, grading scheme, kind, shape, materials and location with respect to the particular Lot (including proposed front, rear and side Setback Lines) of all Improvements, the location thereof with reference to Improvements on adjoining portions of the Property, and the number and location of all parking spaces, parking areas and driveways on the Lot, (ii) a landscaping plan for the particular Lot, including the design for appropriate screening or enclosures for trash and refuse containers, (iii) a signage and lighting plan and (iv) a building elevation plan showing dimensions, building height, materials and exterior color scheme.

THE SCOPE OF REVIEW BY THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE LIMITED TO THE USES, EXTERIOR APPEARANCE AND COMPATIBILITY OF ANY IMPROVEMENT TO THE OVERALL DEVELOPMENT PLAN FOR THE PROPERTY AND SHALL NOT INCLUDE ANY RESPONSIBILITY OR AUTHORITY TO REVIEW OR EVALUATE THE STRUCTURAL SOUNDNESS OR INTEGRITY, COMPLIANCE WITH BUILDING, ZONING OR OTHER APPLICABLE REGULATIONS OF THE GOVERNMENTAL AUTHORITIES OR ANY OTHER DESIGN OR CONSTRUCTION ASPECTS OF ANY IMPROVEMENT. THE DEVELOPER, FOR ITSELF AND THE ARCHITECTURAL CONTROL COMMITTEE, DOES HEREBY DISCLAIM ANY RESPONSIBILITY OR LIABILITY, FOR ANY DESIGN OR STRUCTURAL DEFECTS IN OR TO ANY IMPROVEMENTS.

5.05 Disapproval.

(a) The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted hereunder for any one or more of the following reasons:

- (i) failure to comply with any of the provisions of this Declaration;
- (ii) failure to include information in such plans and specifications as may have been reasonably requested by the Architectural Control Committee;
- (iii) objection to the exterior design, appearance or materials of any proposed Improvement;
- (iv) objection on the ground of incompatibility of any proposed Improvement or use with existing Improvements or uses upon other Lots or other properties in the vicinity;
- (v) objection to the location of any proposed Improvement upon any Lot;

- (vi) objection to the grading or landscaping plan for any Lot;
- (vii) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Improvement;
- (viii) objection to the number or size of parking spaces, or to the design or location of parking areas or roadways proposed for any Lot; or
- (ix) any other matter which, in the sole judgment of the Architectural Control Committee, would render the proposed Improvement or Improvements or use thereof inharmonious with the general plan of development of the Property or with Improvements located upon other Lots or other properties in the vicinity.

(b) In any case where the Architectural Control Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement specifying the grounds upon which such disapproval was based. In any such case the Architectural Control Committee, shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

(c) The Committee in its sole discretion may, from time to time, employ such third party architects or consultants as it deems appropriate in reviewing any plans and specifications. The opinions of such third party architects or consultants shall be of an advisory nature only and shall not be binding upon the Committee. All fees, costs and expenses incurred by such third party architects or consultants shall be paid by the Owner whose plans and specifications are submitted for such review.

5.06 Approval. Upon approval by the Architectural Control Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval shall be returned to the applicant submitting the same.

5.07 Rules and Regulations; Time for Approval.

(a) The Architectural Control Committee (i) shall promulgate rules governing the form and content of plans and

specifications to be submitted for approval, (ii) may adopt and issue specific site criteria for any of the Lots and (iii) may issue from time to time statements of design policy and development guidelines with respect to the approval or disapproval of the architectural styles, details or other matters which may be presented for approval. Such rules, site planning, design and development criteria and statements of policy shall, upon issuance by the Architectural Control Committee, be deemed incorporated herein and may be amended or revoked by the Architectural Control Committee at any time. Approval of plans or specifications for one Lot shall not require, obligate or be deemed a waiver by the Architectural Control Committee to approve similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specification relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided (i) the Improvements or uses shown or described on or in such plans and specifications do not violate any specific prohibitions contained in this Declaration and (ii) that the plans and specifications, as approved, and any conditions attached to such approval, have been adhered to and complied with in all respects with regard to all Improvements and uses on the Lot in question. All revisions, modifications and changes in any of such plans and specifications must be approved by the Architectural Control Committee in the manner provided herein.

(b) In the event that the Architectural Control Committee fails to approve or disapprove any plans and specifications submitted by or on behalf of an Owner or Occupant within sixty (60) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required to evidence such approval; provided, however, that (i) the sixty (60) day period for approval or disapproval shall not be deemed to have commenced until all required plans and specifications as reasonably requested by the Architectural Control Committee have been submitted to the Architectural Control Committee, (ii) such approval shall apply only to the plans and specifications submitted and (iii) in the event the plans submitted were for the purpose of schematic or preliminary approval, such approval shall not relieve the Owner or Occupant from its obligation to obtain the approval of the Architectural Control Committee for any subsequent plan submissions required pursuant to the rules and regulations promulgated by the Architectural Control Committee.

5.08 Construction Without Approval. If any Improvement shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, without the prior written approval of the Architectural Control Committee pursuant to the provisions of this Article V, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article V and without the approval required herein; and, upon written notice from the Architectural Control Committee, any such Improvement so altered, erected, placed or maintained upon any Lot in violation hereof shall, at the Owner's expense, be removed or altered, and any such use shall be terminated, so as to extinguish such violation. If, within ten (10) days after notice of such violation, the Owner of the Lot upon which such violation exists shall not have taken steps determined by the Architectural Control Committee to be reasonable toward the removal or termination of the same, the Architectural Control Committee shall have the right, through its agents and employees, to exercise any or all of the rights and remedies set forth in Article VIII hereof.

5.09 Certificate of Compliance. Upon completion of the construction or alteration of any Improvement in accordance with plans and specifications approved by the Architectural Control Committee, the Architectural Control Committee shall, upon written request of the Owner or any Mortgagee thereof, issue a certificate of compliance, in form suitable for recordation (a) identifying such Improvement and the Lot on which such Improvement is placed and (b) stating that the plans and specifications for such Improvement and the use or uses to be conducted thereon have been approved, subject to a disclaimer of obligation as set forth in Section 5.04 hereof. Preparation and recordation of such certificate shall be at the expense of such Owner or Mortgagee. Any certificate of compliance issued in accordance with the provisions of this Section 5.09 shall be prima facie evidence of the facts therein stated and may be relied upon by any bona fide purchaser of such Lot, Mortgagee or any title insurer.

5.10 Inspection. The Architectural Control Committee, or any agent thereof, may at any reasonable time or times enter upon and inspect any Lot and any Improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of Improvements thereon and the use or uses conducted thereon are in compliance with the provisions hereof; and neither the Architectural Control Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry inspection. The right of inspection granted herein shall be subject to any reasonable security requirements of the Owner of the Lot.

5.11 Liability. Notwithstanding anything provided herein or by law to the contrary, the Developer, the Architectural Control Committee, the Association, any agent or member thereof and their respective heirs, successors and assigns, shall have no liability of any nature whatsoever for any damage, loss or prejudice suffered or claimed by any Owner or Occupant on account of (a) any defects in any plans or specifications submitted, reviewed or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, (b) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (c) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications and (d) any other loss, claim, damage, liability or expense, including court costs and attorneys' fees, suffered, paid, or incurred by any Owner or Occupant arising out of or in connection with the use or occupancy of any Lot, Improvement or any of the Common Areas or from the enforcement of any of the terms, provisions, covenants and conditions of this Declaration. Each Owner and Occupant, by entry onto the Property, any Lot, the Common Areas or any part thereof, shall be deemed to have consented to and approved each and every term, provision, covenant and condition set forth in this Declaration, including, specifically, the provisions of this Section 5.11.

5.12 Completion of Construction. Construction of Improvements on each Lot, in accordance with and subject to the provisions of this Declaration shall be commenced within eighteen (18) months after the date on which such Lot was transferred, conveyed or leased by the Developer to such Owner or Leasehold Owner as evidenced by a Deed to such Lot and such construction shall be completed within forty-two (42) months from such date. Completion of any Improvements shall be deemed to occur upon issuance of a certificate of occupancy by the appropriate Governmental Authorities or an architect's certificate of completion. In addition to all other rights and remedies provided herein, the Developer shall have the right to exercise the repurchase or assignment option rights provided in Section 8.04 hereof in the event the terms of this Section 5.12 are not satisfied within the time periods specified herein.

ARTICLE VI EASEMENTS

6.01 Easement for Ingress and Egress and Inspection. The Developer, for itself and the Architectural Control Committee, their respective representatives, agents,

successors and assigns, does hereby establish and reserve a permanent and perpetual non-exclusive easement appurtenant over, across, through and upon each Lot for the purpose of providing ingress and egress to and from each Lot for (a) the inspection of each Lot in order to determine compliance with the provisions of this Declaration, (b) fire, police, medical and other emergency personnel and for all representatives of the Governmental Authorities and (c) any other action required or permitted to be taken by the Developer or Architectural Control Committee pursuant to the provisions of this Declaration.

6.02 Easement for Utilities. The Developer, for itself and its successors and assigns, does hereby establish and reserve a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon the Easement Areas of each Lot for the purposes of (a) installing, erecting, replacing and relocating lines, pipes, conduits, sewage lines, septic tanks with field lines, drainage lines, storm sewers, drainage sewers, capped sewers and all other auxiliary equipment or machinery necessary for any Utility Service and (b) maintaining and repairing all such utility equipment necessary for any Utility Service; provided, however, that any such easements shall not unreasonably interfere with the use or occupancy of any Lot or Improvements situated thereon.

6.03 Easement for Streets and Grading. The Developer, for itself and its successors and assigns, does hereby establish and reserve a non-exclusive easement appurtenant over, across, under, through and upon the Easement Areas of each Lot for the purposes of grading, excavating and moving dirt and soil from or onto any Lot in connection with the construction of roadways (either public or private) throughout the Property; provided, however, that any such easements shall not unreasonably interfere with the use or occupancy of any Lot or Improvements situated thereon.

6.04 Easement for Slope Control, Drainage and Waterway Maintenance. The Developer, for itself and the Architectural Control Committee, their respective representatives, successors and assigns, does hereby establish and reserve a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon each Lot for the purposes of (a) controlling soil erosion, including grading and planting with vegetation any areas of any Lot which are or may be subject to soil erosion, (b) drainage of natural or man-made water flow and water areas from any portion of the Property, (c) changing, modifying or altering the natural flow of water, water courses or waterways on or

adjacent to any Lot, (d) dredging, enlarging, reducing or maintaining any water areas or waterways within the Property and (e) installing such pipes, lines, conduits or other equipment as may be necessary for slope control, drainage and waterway maintenance of any portion of the Property; provided, however, that any such easements shall not unreasonably interfere with the use or occupancy of any Lot or Improvements situated thereon.

6.05 Additional Easements. The Developer, for itself and the Architectural Control Committee, their respective representatives, successors and assigns, does hereby establish and reserve such other further or different easements over, across, under, through and upon any Lot which may be necessary or convenient for the further development of the Property or to provide ingress or egress to any part of the Property; provided, however, that any such additional easements shall not unreasonably interfere with the use or occupancy of any Lot or Improvements situated thereon.

ARTICLE VII ASSOCIATION

7.01 Membership. The Owner and Leasehold Owner of each Lot shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot; provided, however, that (a) the Developer shall be deemed a Member of the Association and shall have the voting rights set forth in Section 7.03 below with respect to any Lots which are owned by the Developer (other than any Lot leased to a Leasehold Owner), (b) in the event any Lot is owned by or leased to more than one (1) person, then the Owners of such Lot shall, by written notice to the Board, designate only one (1) representative to serve as a Member of the Association (whose acts or omissions shall be binding upon such Owner) and (c) no Mortgagee shall become a Member of the Association until such time, if at all, that the Mortgagee becomes an Owner by virtue of (i) foreclosure of its Mortgage, (ii) title to such encumbered Lot is vested in Mortgagee pursuant to a duly recorded Deed and (iii) notice of such foreclosure and transfer of title has been given by such Mortgagee to the Board. Subject to the provisions of Section 1.22 hereof, the transfer by any Owner of title to any Lot by Deed, other than a transfer by a Mortgage or as security for the payment of an obligation, shall include the transfer of all membership rights of such Owner in the Association. Each Member of the Association shall at all times comply with the provisions of this Declaration, the Articles of Incorporation, the Bylaws and all rules and regulations which may from time to time be adopted by the Board or the Members of the Association.

7.02 Board. The Board shall have the rights and duties set forth in the Articles of Incorporation and the Bylaws.

7.03 Voting Rights. When entitled to vote, each Member of the Association shall have the voting rights attributable to its Interest for such Lot. For purposes of this Section 7.03, the Developer shall be deemed to be entitled to all voting rights attributable to the Interest of any Lots which are owned by the Developer (other than any Lots leased to a Leasehold Owner).

7.04 Assessments and Creation of Lien. The Developer, for each Lot within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a Deed with respect thereto, regardless of whether any such Deed contains a reference to this Declaration, is hereby deemed to covenant and agree to pay to the Association (a) annual Assessments or charges for the maintenance, upkeep and repair of the Common Areas and for the purposes set forth in Section 7.05 below and (b) special Assessments which may from time to time be made by the Association. All Assessments shall be paid by the Owners in accordance with their respective Interest. Notwithstanding anything provided in this Declaration to the contrary, the Developer (as a Member of the Association or as the Owner of any Lot) shall not be responsible for the payment of any Assessments with respect to any Lots owned by the Developer unless the same have been leased to a Leasehold Owner or improved by the erection of Improvements thereon in which event the Developer or the Leasehold Owner of such Lot shall pay Assessments in the manner set forth in Section 7.06 hereof. All Assessments made by the Association and all other sums payable hereunder by an Owner, together with interest, attorneys fees and costs, as provided in Section 7.07, shall be a charge upon each Lot, shall be a continuing lien upon each Lot for all Assessments made and all other sums payable hereunder by an Owner, and shall be a personal obligation of the Owner of each Lot at the time when the Assessment or charge was made.

7.05 Purpose of Assessments and Use of Funds. The Assessments levied by the Association shall be used and applied exclusively to promote and protect the health, safety, welfare and general upkeep and maintenance of the Common Areas, which shall include, without limitation (a) the maintenance, repair, alteration, restoration and improvement of the Common Areas, (b) the costs of maintaining, replacing repairing, operating and providing any Utility Service to any of the Common Areas, (c) the costs of repairing, maintaining and replacing any pipes, lines, drains, conduits, equipment and machinery situated in, on, upon or under any of the Common Areas which are

used to supply any Utility Service to any portion of the Property, (d) all costs of maintaining any water areas, lakes, ponds or drainage areas situated in or upon any portion of the Property, (e) all costs of installing, maintaining, repairing and replacing any signage, including, without limitation, traffic signals, traffic and pedestrian signage and property identification signage on any portion of the Common Areas, the Property or any portion thereof, (f) all costs of installing, maintaining, repairing and replacing all walkways and paths situated adjacent to or within any of the Common Areas, (g) insurance premiums paid by or for the Association for public liability, fire and extended coverage, officers and directors liability and all other insurance which may from time to time be maintained by the Association, (h) attorneys' and accountants' fees incurred by the Association, (i) fees of consultants, architects, engineers and other advisory personnel incurred by the Association or the Architectural Control Committee and (j) any other costs or expenses incurred by the Association in carrying out or performing any of the terms or provisions of this Declaration. The Association shall not be obligated to spend in any calendar year all sums collected and may carry forward into subsequent years as surplus any balances remaining. The Association shall not be entitled to borrow money.

7.06 Date of Commencement of Annual Assessments; Due Dates.

(a) The Board shall determine the budget for the Association as soon as possible after January 1 of each calendar year and shall forward copies of the same to each Owner together with written notice of the amount of each such Owner's annual Assessment for such calendar year. The due dates for the payment of such Assessment shall be established by the Board and, unless otherwise provided by the Board, the Association shall collect and each Owner shall pay on a monthly basis one-twelfth (1/12) of the annual Assessment with respect to each Owner's respective Lot for the then current calendar year. Special Assessments, if any, may be made by the Board at any time and from time to time. The Association shall, upon written request and for a reasonable charge, furnish a certificate to any Owner signed by a member of the Board or an officer of the Association setting forth whether the Assessments payable with respect to such Lot have been paid.

(b) The annual Assessments provided for herein shall commence as to each Lot upon the conveyance of each Lot to an Owner (or Leasehold Owner) by the Developer. Annual Assessments for Lots owned by the Developer (and which have

not been leased to a Leasehold Owner) shall commence only upon completion of Improvements on such Lot. The first annual Assessment for each Owner shall be prorated and adjusted according to the number of days and months remaining in the calendar year following the conveyance of a Lot by the Developer by a Deed.

7.07 Effect of Nonpayment of Assessments; Remedies of the Association. All Assessments and other sums payable hereunder by each Owner, together with interest on any unpaid balance, costs and attorneys' fees incurred by the Association in collecting the same, shall be the personal obligation of the Owner of each Lot at the time when the Assessment was made. All Assessments shall be due on or before the first day of each month or as may be otherwise provided in the notice to each Owner from the Association. If any Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the due date at the lesser of: (a) the prime rate of interest as established by Citibank N.A., New York, New York, as the same may fluctuate from time to time or (b) the maximum interest rate allowed by applicable law. In addition to other rights and remedies of the Association as provided herein or by law, the Association shall also have the following rights and remedies:

- (i) bring an action at law against the Owner who is personally obligated to pay the same; or
- (ii) foreclosure the lien (as hereinafter described) against the Lot, whereby all accrued interest, costs, and reasonable attorneys' fees, shall be added to the amount of such Assessment.

Each Owner, by acceptance of a Deed to a Lot, hereby expressly vests in the Board or their agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien in the same manner and by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in the same manner as a Mortgage may be foreclosed pursuant to the laws of the State of Alabama, and each Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this Article VII shall be in favor of the Association and shall be for the benefit of the Association and all other Lots and the Owners thereof. The Association, acting on behalf of the Owners, may hold, lease, mortgage

and convey the Lot foreclosed. In the event an Owner becomes more than thirty (30) days in arrears in payment of any installment of its Assessment, then the entire annual Assessment shall become due and payable immediately at the discretion of the Board.

7.08 Subordination of the Lien to the Mortgages. The lien for Assessments provided for herein shall be subordinate to the lien of any Mortgage now or hereafter existing on any Lot. The sale or transfer of any Lot shall not affect the Assessment lien; provided, however, that the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof shall extinguish any such Assessment lien existing prior to such foreclosure sale or any such proceedings in lieu thereof. Notwithstanding the extinguishment of any such Assessment lien upon any foreclosure, the Association shall retain all rights to enforce the payment of past due Assessments pursuant to all other rights and remedies provided herein.

ARTICLE VIII VIOLATIONS OF DECLARATION; REMEDIES

8.01 Violations of Declaration. In the event the Owner or any Occupant of any Lot or their respective agents, employees, independent contractors, invitees or licensees, violates or breaches any of the provisions of this Declaration or allows a violation or breach of the provisions of this Declaration to occur and such violation or breach is not cured within thirty (30) days after written notice thereof is given to such Owner or Occupant by the Architectural Control Committee, then the Architectural Control Committee, its agents or representatives, shall have the right, in addition to any other rights and remedies set forth in this Declaration or as may be provided by law, to exercise any and all of the rights and remedies provided in this Article VIII.

8.02 Right of Entry; Liens. Upon any such violation or breach by an Owner as set forth in Section 8.01 above, the Architectural Control Committee, its agents or representatives, shall have the right to enter upon such Lot or any Improvement thereon and take any and all appropriate action under the circumstances which may be necessary to summarily abate, remove or extinguish such violation or breach. Any such entry shall not be deemed a forcible entry, constructive or actual eviction or trespass upon such Lot or any Improvement thereon and shall not subject the Architectural Control Committee, its members, agents or representatives, to any liability. Any and all costs, including reasonable attorneys' fees, incurred by the

BOOK 064 PAGE 116

Architectural Control Committee, its agents and representatives, in the abatement, removal or extinguishment of such violation or breach, together with interest thereon at the lesser of (a) the prime rate of interest as established by Citibank, N.A., New York, as the same may fluctuate from time to time or (b) the maximum interest allowed by applicable law, shall be a binding, personal obligation of the Owner of the Lot upon which such violation or breach has occurred and shall also constitute a lien upon such Lot which shall be enforceable in the manner set forth in Section 7.07 hereof.

8.03 Legal Action. In addition to the rights and remedies set forth in this Article VIII or as otherwise provided in this Declaration, the Architectural Control Committee, its agents and representatives, shall also have the right to take all legal and equitable action which the Architectural Control Committee may deem necessary or appropriate to abate, remove or extinguish any violation or breach of this Declaration. Notwithstanding anything provided herein to the contrary, the Architectural Control Committee, its agents or representatives, may, without notice, take such legal or equitable action as may be necessary under the circumstances to restrain or enjoin any such violation or breach which, in the sole discretion of the Architectural Control Committee, appears reasonably likely to occur in the future. All costs and expenses, including reasonable attorneys' fees, incurred by the Architectural Control Committee in enforcing any of the terms, provisions, covenants or conditions contained in this Declaration shall be paid by the Owner against or for whom such costs and expenses were incurred.

8.04 Repurchase and Assignment Options.

(a) In the event (i) any Owner or Leasehold Owner violates or breaches any of the provisions of this Declaration and such violation or breach occurs prior to completion by such Owner or Leasehold Owner of any Improvements on its respective Lot or (ii) any Owner desires to sell its Lot or any Leasehold Owner desires to assign its interest in any Lot prior to any Improvements being made thereto, then, in either event, the Developer does hereby retain and reserve the option to repurchase any such Lot sold by the Developer or, in the event the Lot is held by a Leasehold Owner, the option to require the assignment of such lease by such Leasehold Owner to the Developer, in accordance with the following provisions of this Section 8.04.

(b) In the event of any breach of this Declaration as provided in Section 8.04(a)(i) above, the Developer shall,

after any applicable cure period provided in this Declaration, give written notice to the Owner or Leasehold Owner in breach of the exercise of the option set forth in Section 8.04(a) above. In the event any Owner or Leasehold Owner desires to sell or assign its respect Lot or any interest therein as provided in Section 8.04(a)(ii) above, such Owner shall give written notice of such contemplated sale to the Developer who will have thirty (30) days after receipt of such notice to exercise the option provided herein; provided, however, that if the Developer fails to exercise such option by notifying such Owner or Leasehold Owner in writing within thirty (30) days of the receipt of such notice of the proposed sale (or assignment), then the options provided in this Section 8.04 above shall (i) be null and void with respect to such proposed sale (or assignment) and (ii) continue and be applicable to the extent provided in this Section 8.04 to any future sales or assignments of said Lot by such Owner or Leasehold Owner or their respective successors or assigns.

(c) Within thirty (30) days after the Developer has given notice of the exercise of the repurchase option specified in Section 8.04(a) above, the Owner shall convey such Lot to the Developer by a Deed in the same form and containing only those title exceptions as were contained in the original Deed executed by the Developer in favor of such Owner; and simultaneously therewith, the Developer shall pay to such Owner as the purchase price for such Lot an amount equal to the purchase price paid by such Owner to the Developer, without interest thereon. The affected Owner shall pay, prior to the delivery of the Deed, any and all outstanding Assessments or other charges due and owing under this Declaration and shall cure or cause to be cured all title defects or exceptions to such Lot except for title defects or exceptions existing at the time that the Owner acquired the Lot from the Developer. Real estate ad valorem taxes and prepaid Assessments shall be prorated as of the date of delivery of the Deed by the Owner to the Developer. The repurchase rights reserved in this Section 8.04 shall be enforceable by the Developer by specific performance.

(d) Within thirty (30) days after the Developer has given notice of the option to require the reassignment of any lease between any Leasehold Owner and the Developer, the affected Leasehold Owner shall execute and convey to the Developer by an assignment in form and substance satisfactory to the Developer all of the right title and interest of such Leasehold Owner in such Lot, free and clear of all liens, encumbrances and other title exceptions other than those contained in the original Deed from the Developer to the Leasehold Owner; and simultaneously therewith the

Developer shall pay to the affected Leasehold Owner that portion of rent (other than additional rent paid for taxes, insurance, utilities, maintenance, repairs or Assessments) paid by the Leasehold Owner to the Developer through the date of such reassignment. The affected Leasehold Owner shall pay, prior to delivery of such assignment instrument, any and all outstanding Assessments or other charges due and owing under this Declaration and shall cure or cause to be cured all title defects or exceptions to such Lot except for title defects or exceptions existing at the time that the Leasehold Owner acquired its interest in such Lot from the Developer. Real estate ad valorem taxes and prepaid Assessments shall be prorated as of the date of delivery of the assignment instrument by the Leasehold Owner to the Developer. The assignment option rights reserved in this Section 8.04 shall be enforceable by the Developer by specific performance.

(e) The rights of the Developer under the provisions of this Section 8.04 shall be and are hereby subject and subordinate to the rights of any Mortgagee under any Mortgage.

8.05 Failure to Enforce. The failure of any person entitled to enforce any of the provisions of this Article VIII shall in no event be deemed a waiver of the rights of any such person to enforce the same against any other Owner or waiver of any rights with respect to subsequent acts of such Owner.

ARTICLE IX MISCELLANEOUS

9.01 Good Faith Lender's Clause. No violation of any of the terms or provisions of this Declaration shall defeat or render invalid the lien of any Mortgage made in good faith and for value upon any Lot, nor shall any lien created hereunder be superior to the lien of any such Mortgage unless legal action has been commenced hereunder in the appropriate courts of Shelby County, Alabama, prior to the recordation of any such Mortgage; provided, however, that any Mortgagee in actual possession of any Lot or any purchaser at a foreclosure sale of any Lot shall, from and after the date of such actual possession or such foreclosure sale, be bound by and subject to all of the terms and provisions of this Declaration as fully as any other Owner is bound by and subject to the terms and provisions hereof.

9.02 Assignment. The Developer and/or the Architectural Control Committee shall have the right to assign any and all of the rights, powers, reservations and duties

herein contained at any time to any person or entity who shall thereupon have the same rights, powers, reservations and duties herein contained. Any such assignment shall be evidenced by a written instrument filed for record in the Probate Office of Shelby County, Alabama.

9.03 Severability. The determination by any court of competent jurisdiction that any provisions of this Declaration are unlawful, void or unenforceable, either in whole or in part, shall not affect the validity of any other provisions of this Declaration.

9.04 Captions and Headings. The captions and headings contained in this Declaration are for the convenience of reference only and shall not be used in the construction or interpretation of any provision of this Declaration.

9.05 Rules and Regulations. The Developer and the Architectural Control Committee, to the extent specified herein, may adopt reasonable rules and regulations regarding the administration, interpretation and provisions of this Declaration.

9.06 Conflict or Ambiguity. In the event of any conflict or ambiguity in the terms and provisions of this Declaration, the general rules of construction relating to construction against the Developer or the Architectural Control Committee are hereby waived by each Owner and, to the extent allowed by law, all conflicts and ambiguities shall be resolved in favor of the Developer or the Architectural Control Committee.

9.07 Conflict with Applicable Laws. This Declaration shall not be construed as permitting any action or thing prohibited by applicable laws of the Governmental Authorities. In the event of any conflict between the terms and provisions of this Declaration and the terms and provisions of any applicable laws of the Governmental Authorities, the terms and provisions of this Declaration shall at all times control.

9.08 No Reverter. Except as provided in Section 8.04 hereof, no restriction or provision hereof is intended to be or shall be construed as a condition subsequent or a possibility of reverter in favor of the Developer nor shall any such provision be deemed to vest any reversionary interest in Developer.

9.09 Gender. Whenever and wherever applicable, the singular tense shall include the plural and the masculine shall include the feminine and neuter gender and vice versa.

BOOK 064 PAGE 120

9.10 Binding Effect. The terms and provisions of this Declaration shall be binding upon each Owner, its heirs, successors and assigns and shall inure to the benefit of the Developer, the Architectural Control Committee and the Association, their respective successors and assigns.

9.11 Further Assurances. Each Owner covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered and to do or make, or cause to be done or made, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably requested by the Developer, the Association or the Architectural Control Committee for the purpose of or in connection with clarifying, amending or otherwise consummating the transactions and matters set forth herein.

9.12 Reservation of Rights. Upon the sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any Lot by the Developer, whether by Deed or Mortgage, the rights and obligations of the Developer hereunder as an Owner shall, subject to the provisions of Section 1.23 hereof, automatically transfer to such Owner, Leasehold Owner or Mortgagee. No sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any Lot by the Developer or any of the Developer's interest in any Lot, whether by Deed or Mortgage, shall constitute or be deemed to constitute a transfer of any of the following rights or obligations of the Developer: (a) the right to submit additional property to this Declaration pursuant to Section 2.02, (b) the right to modify this Declaration pursuant to Section 2.03, (c) the right to approve the division of any Lot pursuant to Section 4.13, (d) the right to appoint members of the Architectural Control Committee pursuant to Sections 5.01 and 5.02, (e) the creation of and right to grant or reserve easements pursuant to Sections 6.01, 6.02, 6.03, 6.04 and 6.05, (f) the obligations to pay Assessments pursuant to the provisions of Sections 7.04 and 7.06 hereof, (g) the repurchase or assignment options and rights of the Developer set forth in Section 8.04, (h) the right to assign its rights under this Declaration pursuant to Section 9.02, (i) the right to adopt rules and regulations pursuant to Section 9.05, (j) the provisions concerning interpretation of this Declaration as provided in Section 9.06 and (k) the applicable review standards set forth in Section 9.13 below.

9.13 Standards for Review. Whenever in this Declaration the Developer, the Association or the Architectural Control Committee has the right to approve, consent or require any action to be taken pursuant to the terms hereof, such approval, consent or required action

BOOK 064 PAGE 122

shall, except as otherwise specifically provided herein, be in the sole and absolute discretion of the Developer, the Association or the Architectural Control Committee, respectively, and such approval, consent or required action shall be final and conclusive.

9.14 Oral Statements. This Declaration, the Architectural Guidelines and any amendments thereto shall be effective only if the same are made in writing and executed by all parties who are required under this Declaration to execute the same. Oral statements or representations of the Developer, the Architectural Control Committee or the Association, their respective employees, agents and representatives shall not be binding on the Developer, the Architectural Central Committee or the Association and reliance on such oral statements or representations are hereby expressly disclaimed.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed as of the day and year first above written.

DANIEL U.S. PROPERTIES, LTD.,
A Virginia limited partnership

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

By:

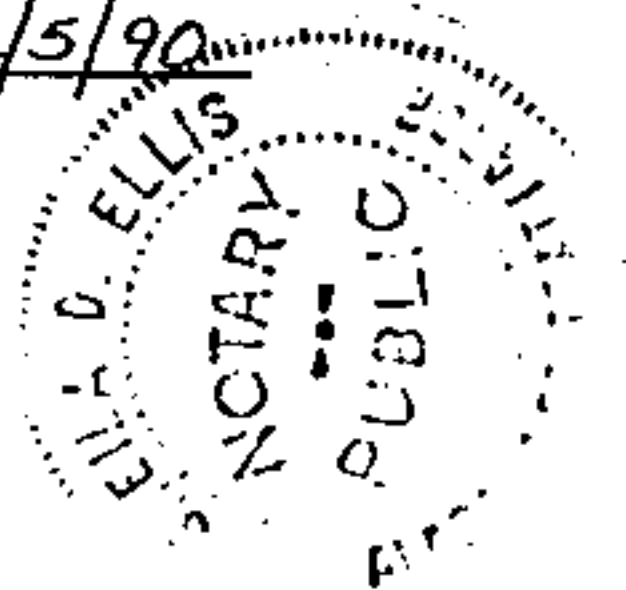

Its: Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk whose name as Vice President of DANIEL REALTY INVESTMENT CORPORATION, a Virginia corporation, as General partner of Daniel U. S. Properties, Ltd., a Virginia 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
1st day of September, 1985.

Sheila P. Ellis
Notary Public
My Commission Expires: 2/5/90



BOOK 064 PAGE 123

EXHIBIT A ATTACHED AND INCORPORATED BY
REFERENCE TO COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MEADOW BROOK
CORPORATE PARK SOUTH DATED AS OF
SEPTEMBER 1, 1985

The "Property", as defined in Section 1.24 of the Declaration, shall consist of the following:

A part of the SE 1/4 of the SW 1/4 and SW 1/4 of SE 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at the point of intersection of the Easterly right-of-way line of Meadow Brook Road and the Southerly right-of-way line of U.S. Highway #280 and run Easterly along the Southerly right-of-way line of U.S. Highway #280 a distance of 443.48 feet to a point; thence 3°03'54" to the left in a Northeasterly direction along the Southerly right-of-way line of U.S. Highway #280 a distance of 126.59 feet to the point of beginning; thence continue along the last stated course a distance of 453.91 feet to a point; thence 89°41'58" to the right in a Southerly direction a distance of 92.48 feet to a point; thence 90°00' to the left in an Easterly direction a distance of 219.00 feet to a point on the boundary of Lake #1, said point being on a curve to the left having a radius of 104.23 feet and a central angle of 69°00'; thence 125°00' to the right (angle measured to tangent) and along the arc of said curve and along the boundary of Lake #1 a distance of 125.52 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 166.73 feet and a central angle of 31°56'11"; thence along the arc of said curve and along the boundary of Lake #1 a distance of 92.94 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southerly direction along the boundary of Lake #1 a distance of 6.32 feet to the P.C. (point of curve) of a curve to the left having a radius of 79.00 feet and a central angle of 45°00'; thence along the arc of said curve and along the boundary of Lake #1 a distance of 62.00 feet to a point; thence 71°19' to the right (angle measured to tangent) in a Southwesterly direction a distance of 271.26 feet to a point; thence 95°32'41" to the right in a Northwesterly direction a distance of 155.00 feet to a point; thence 64°00' to the left in a Southwesterly direction a distance of 338.00 feet

BOOK 064 PAGE 124

to a point; thence 90°00' to the right in a Northwesterly direction a distance of 360.00 feet to a point; thence 34°30' to the right in a Northerly direction a distance of 424.00 feet to the point of beginning.

Containing 8.80 acres.

TOGETHER WITH THE FOLLOWING NON-EXCLUSIVE EASEMENTS (WHICH, PURSUANT TO ARTICLE 1.09 OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MEADOW BROOK CORPORATE PARK SOUTH DATED AS OF SEPTEMBER 1, 1986 ARE DECLARED "COMMON AREAS").

EASEMENT AREA NO. 1.

An easement for ingress and egress over a parcel of land, being a part of the SE 1/4 of SW 1/4 and SW 1/4 of SE 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at the point of intersection of the Easterly right-of-way line of Meadow Brook road and the Southerly right-of-way line of U.S. Highway #280 and run Easterly along the Southerly right-of-way line of U.S. Highway #280 a distance of 443.48 feet to a point; thence 3°03'54" to the left in a Northeasterly direction along the Southerly right-of-way line of U.S. Highway #280 a distance of 580.50 feet to a point; thence 89°41'58" to the right in a Southerly direction a distance of 92.48 feet to a point; thence 90°00' to the left in an Easterly direction a distance of 219.00 feet to a point on the boundary of Lake #1, said point being on a curve to the left having a radius of 104.23 feet and a central angle of 69°00'; thence 125°00' to the right (angle measured to tangent) and along the arc of said curve and along the boundary of Lake #1 a distance of 125.52 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 166.73 feet and a central angle of 31°56'11"; thence along the arc of said curve and along the boundary of Lake #1 a distance of 92.94 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southerly direction along the boundary of Lake #1 a distance of 6.32 feet to the P.C. (point of curve) of a curve to the left having a radius of 79.00 feet and a central angle of 45°00'; thence along the arc of said curve and along the boundary of Lake #1 a distance of 62.00 feet to a point; thence 71°19' to the right (angle measured to tangent) in

BOOK 064 PAGE 125

a Southwesterly direction a distance of 210.98 feet to the point of beginning; thence $84^{\circ}27'19''$ to the left in a Southeasterly direction a distance of 71.53 feet to a point on the Northwesternly line of Corporate Parkway, said point being on a curve to the left having a radius of 385.00 feet and a central angle of $9^{\circ}02'$; thence $86^{\circ}11'28''$ to the right (angle measured to tangent) in a Southwesterly direction along the Northwesternly line of Corporate Parkway and along the arc of said curve a distance of 60.70 feet to a point; thence $102^{\circ}50'33''$ to the right (angle measured to tangent) in a Northwesternly direction a distance of 74.49 feet to a point; thence $84^{\circ}27'19''$ to the right in a Northeasterly direction a distance of 60.28 feet to the point of beginning.

Containing 0.10 acre.

EASEMENT AREA NO. 2

An easement for ingress and egress over and across a parcel of land situated in the South 1/4 of Section 31, Township 18 South, Range 1 West and the North 1/4 of Section 6, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and run North along the East line of said 1/4-1/4 section a distance of 1,113.82 feet to a point on the Southerly right of way line of U.S. Highway #280; thence in a Southwesterly direction along the Southerly right of way line of U.S. Highway #280 a distance of 877.11 feet to a point lying 30.00 feet Easterly of the centerline of the left lane of Corporate Parkway, said point being the point of beginning; thence $89^{\circ}55'41''$ to the left in a Southerly direction along a line lying 30.00 feet Easterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 18.04 feet to the P.C. (point of curve) of a curve to the right having a radius of 850.00 feet and a central angle of $8^{\circ}43'02''$; thence along the arc of said curve in Southwesterly direction 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 129.32 feet to the P.C.C. (point of compound curve) of a curve to the right having a radius of 505.00 feet and a central angle of $38^{\circ}18'40''$;

BOOK 064 PAGE 126

thence along the arc of said curve in a Southwesterly direction 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 337.67 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction along a line 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 195.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 230.00 feet and a central angle of $38^{\circ}58'20''$; thence along the arc of said curve in a Southwesterly direction 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 156.44 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southerly direction along a line 30.00 feet Easterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 230.53 feet to the P.C. (point of curve) of a curve to the right having a radius of 373.84 feet and a central angle of $116^{\circ}43'03''$; thence along the arc of said curve in a Southwesterly, Westerly and Northwesterly direction 30.00 feet Southeasterly, Southerly and Southwesterly of the centerline of Corporate Parkway a distance of 761.55 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction 30.00 feet Southwesterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 455.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 440.00 feet and a central angle of $52^{\circ}32'36''$; thence along the arc of said curve in a Westerly direction 30.00 feet Southerly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 403.50 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction 30.00 feet Southerly of the centerline of the left lane of Corporate Parkway a distance of 107.00 feet to the P.C. (point of curve) of a curve to the right having a radius of 339.95 feet and a central angle of $54^{\circ}36'23''$; thence along the arc of said curve in a Westerly direction 30.00 feet Southerly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 323.99 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction 30.00 feet Southwesterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 98.79 feet to a

point on the Southeasterly right of way line of Meadow Brook Road, said point being on a curve to the right having a radius of 468.64 feet and a central angle of $13^{\circ}40'48''$; thence $84^{\circ}53'15''$ to the right (angle measured to tangent) in a Northeasterly direction along the Southeasterly right of way line of Meadow Brook Road and along the arc of said curve to the right a distance of 111.89 feet to a point; thence $75^{\circ}02'27''$ to the right (angle measured to tangent) in a Southeasterly direction 30.00 feet Northeasterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 18.22 feet to the P.C. (point of curve) of a curve to the left having a radius of 307.67 feet and a central angle of $42^{\circ}06'45''$; thence along the arc of said curve in a Westerly direction 30.00 feet Northerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 226.14 feet to the P.T. (point of Tangent) of said curve; thence in the tangent to said curve in an Easterly direction 30.00 feet Northerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 285.01 feet to the P.C. (point of curve) of a curve to the right having a radius of 460.00 feet and a central angle of $56^{\circ}17'$; thence along the arc of said curve in an Easterly direction 30.00 feet Northerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 451.87 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southeasterly direction 30.00 feet Northeasterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 225.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 1,150.00 feet and a central angle of $10^{\circ}50'38''$; thence along the arc of said curve in a Southeasterly direction 30.00 feet Northeasterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 217.65 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 240.00 feet and a central angle of $125^{\circ}00'$; thence along the arc of said curve in a Southeasterly, Easterly, Northeasterly and Northerly direction 30.00 feet Northeasterly, Northerly, Northwesternly and Westerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 523.60 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northerly direction 30.00 feet Westerly of and parallel to the centerline of the right lane of

Corporate Parkway a distance of 150.00 feet to the P.C. (point of curve) of a curve to the right having a radius of 385.00 and a central angle of $57^{\circ}33'35''$; thence along the arc of said curve in a Northeasterly direction 30.00 feet Northwesterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 386.77 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction 30.00 feet Northwesterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 155.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 275.68 feet and a central angle of $53^{\circ}07'48''$; thence along the arc of said curve in a Northeasterly direction 30.00 feet Northwesterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 255.64 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 2,037.80 feet and a central angle of $3^{\circ}13'04''$; thence along the arc of said curve in a Northerly direction 30.00 feet Westerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 114.44 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northerly direction 30.00 feet Westerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 17.89 feet to a point on the Southerly right of way line of U.S. Highway #280; thence $89^{\circ}55'41''$ to the right in an Easterly direction along the Southerly right of way line of U.S. Highway #280 a distance of 118.00 feet to the point of beginning.

Containing 9.75 acres.

EXHIBIT B ATTACHED AND INCORPORATED BY
REFERENCE TO COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MEADOW BROOK
CORPORATE PARK SOUTH DATED AS OF
SEPTEMBER 1, 1985

The "Lots", as defined in Section 1.17 of the Declaration,
shall consist of the following:

Lot 1:

Commence at the point of intersection of the
Easterly right-of-way line of Meadow Brook Road
and the Southerly right-of-way line of U.S.
Highway #280 and run Easterly along the Southerly
right-of-way line of U.S. Highway #280 a distance
of 443.48 feet to a point; thence 3°03'54" to the
left in a Northeasterly direction along the
Southerly right-of-way line of U.S. Highway #280 a
distance of 126.59 feet to the point of beginning;
thence continue along the last stated course a
distance of 453.91 feet to a point; thence
89°41'58" to the right in a Southerly direction a
distance of 92.48 feet to a point; thence 90°00'
to the left in an Easterly direction a distance of
219.00 feet to a point on the boundary of Lake #1,
said point being on a curve to the left having a
radius of 104.23 feet and a central angle of
69°00'; thence 125°00' to the right (angle
measured to tangent) and along the arc of
said curve and along the boundary of Lake #1
a distance of 125.52 feet to the P.R.C. (point of
reverse curve) of a curve to the right having a
radius of 166.73 feet and a central angle of
31°56'11"; thence along the arc of said curve and
along the boundary of Lake #1 a distance of 92.94
feet to the P.T. (point of tangent) of said curve;
thence in the tangent to said curve in a Southerly
direction along the boundary of Lake #1 a distance
of 6.32 feet to the P.C. (point of curve) of a
curve to the left having a radius of 79.00 feet
and a central angle of 45°00'; thence along the
arc of said curve and along the boundary of Lake
#1 a distance of 62.00 feet to a point; thence
71°19' to the right (angle measured to tangent) in
a Southwesterly direction a distance of 271.26
feet to a point; thence 95°32'41" to the right in
a Northwesterly direction a distance of 155.00
feet to a point; thence 64°00' to the left in a
Southwesterly direction a distance of 338.00 feet
to a point; thence 90°00' to the right in a
Northwesterly direction a distance of 360.00 feet

BOOK 064 PAGE 130

to a point; thence 34°30' to the right in a
Northerly direction a distance of 424.00 feet to
the point of beginning.

Containing 8.80 acres.

BOOK 064 PAGE 131

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 MAR 13 PM 2:53

JUDGE

RECORDING FEES

Recording Fee	\$ 102 50
Index Fee	1 00
TOTAL	\$ 103 50