

AMENDED AND RESTATED
NOTICE OF VARIANCE AND DISCLAIMER
OF RESERVED EASEMENTS

THIS AMENDED AND RESTATED NOTICE OF VARIANCE AND DISCLAIMER OF RESERVED EASEMENTS is made and executed as of the 2ND day of June, 1988 by and among DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership, formerly known as Daniel U.S. Properties, Ltd. ("Developer"), DANIEL MEADOW BROOK ONE LIMITED PARTNERSHIP, a Virginia limited partnership, formerly known as Daniel Meadow Brook One, Ltd. ("Daniel One"), and DANIEL MEADOW BROOK III LIMITED PARTNERSHIP, a Virginia limited partnership, formerly known as Daniel Meadow Brook III, L.P., doing business in the State of Alabama as Daniel Meadow Brook III, Limited Partnership ("Daniel Three").

R E C I T A L S:

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Developer has heretofore dedicated and declared that certain real property situated in Shelby County, Alabama be subject to a Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated September 1, 1985 and recorded in Book 064, Page 91, in the Probate Office of Shelby County, Alabama, as amended by amendments dated April 1, 1986, July 22, 1987 and March 28, 1988, recorded, respectively, in Book 095, Page 826, Book 141, Page 784 and Book 177, Page 244, in said Probate Office (hereinafter collectively referred to as the "Declaration"). Capitalized terms not otherwise specifically defined herein shall have the same meanings given to them in the Declaration.

Developer is the Owner and Daniel One is the Leasehold Owner of Lot 2 ("Lot 2") and Lot 4 ("Lot 4"), according to Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama.

Daniel Three is the Owner in fee simple of Lot 1 (the "Daniel Three Lot"), according to Map and Survey of Meadow Brook Corporate Park South, Phase I, as recorded in Map Book 11, Page 72, in the Probate Office of Shelby County, Alabama.

Section 4.10 of the Declaration sets forth certain building density limitations with respect to any improvements constructed on any Lot. Section 4.15 of the Declaration provides that no Improvements are to be built on any Lot within the Setback Lines or any Easement Areas. Section 4.19 of the Declaration provides that the

Architectural Control Committee shall have the right to grant variances with respect to any Lot which may not satisfy the provisions or requirements of the Declaration, including, specifically, Sections 4.10 and 4.15 thereof.

Pursuant to Sections 6.01 through 6.06 of the Declaration, Developer has reserved for itself and its successors and assigns certain easements over and upon each Lot.

Developer, Daniel One and Daniel Three have heretofore entered into a Notice of Variance and Disclaimer of Reserved Easements dated as of August 26, 1987 (the "Original Variance") which has been recorded in Book 147, Page 666 in the Probate Office of Shelby County, Alabama.

As a result of the subdivision of Lots 2 and 4 and the Daniel Three Lot (as hereinabove described), the parties hereto desire to amend and restate the Original Variance in its entirety in order to reflect the proper legal descriptions of the property owned by Developer (and of which Daniel One is a Leasehold Owner) and owned by Daniel Three.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties do hereby agree as follows:

1. Restatement. The Original Variance is hereby amended and restated in its entirety by the provisions of this Amended and Restated Notice of Variance and Disclaimer of Reserved Easements.
2. Variances with Respect to Density and Building Height Requirements.
 - (a) The provisions of Section 4.10(a) and (b) of the Declaration concerning density requirements are hereby waived with respect to the existing Improvements situated on Lot 2 as shown by survey (the "Building One Survey") dated August 17, 1987 prepared by Walter Schoel Engineering Company, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.
 - (b) The provisions of Section 4.10(a) and (b) of the Declaration concerning density requirements are hereby waived with respect to the existing Improvements situated on Lot 4 as shown by survey (the "Building Two

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Survey") dated July 20, 1987 and revised August 12, 1987 prepared by Walter Schoel Engineering Company, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

- (c) The provisions of Section 4.10(a) and (b) of the Declaration concerning density requirements are hereby waived with respect to the existing Improvements situated on the Daniel Three Lot as shown by survey (the "Building Three Survey") dated May 10, 1988 prepared by Walter Schoel Engineering Company, a copy of which is attached hereto as Exhibit C and incorporated herein by reference.

3. Variance with Respect to Construction of Improvements within Setback Lines and Easement Areas.

- (a) The provisions of Section 4.15 of the Declaration prohibiting any Improvements within Setback Lines or Easement Areas are hereby waived with respect to the existing Improvements situated on Lot 2 as shown on the Building One Survey.
- (b) The provisions of Section 4.15 of the Declaration prohibiting any Improvements within Setback Lines or Easement Areas are hereby waived with respect to the existing Improvements situated on Lot 4 as shown as the Building Two Survey.
- (c) The provisions of Section 4.15 of the Declaration prohibiting any Improvements within Setback Lines or Easement Areas are hereby waived with respect to the existing Improvements situated on the Daniel Three Lot as shown on the Building Three Survey.

4. Disclaimer of Reserved Easements. Developer does hereby disclaim, remise and release any right, title or interest of Developer in and to the following:

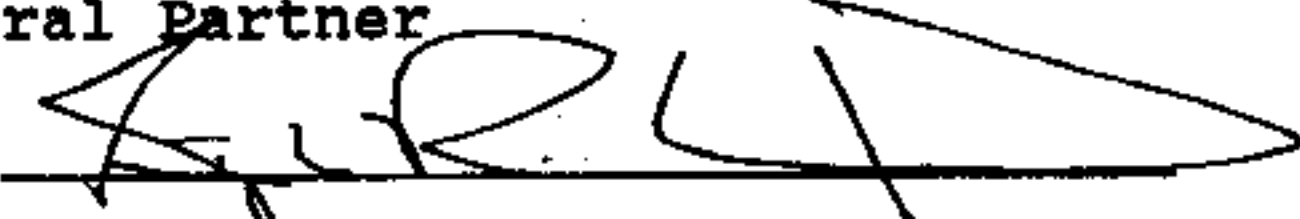
- (a) Any portion of the Easement Areas within Lot 2 upon which the existing Improvements, as shown in the Building One Survey, are situated.

- (b) Any portion of the Easement Areas within Lot 4 upon which the existing Improvements, as shown in the Building Two Survey, are situated.
- (c) Any portion of the Easement Areas within the Daniel Three Lot upon which the existing Improvements, as shown in the Building Three Survey, are situated.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Notice of Variance and Disclaimer of Reserved Easements as of the day and year first above written.

DANIEL U.S. PROPERTIES LIMITED
PARTNERSHIP, a Virginia limited
partnership

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

By: 

Its: Senior Vice President

DANIEL MEADOW BROOK ONE LIMITED
PARTNERSHIP, a Virginia limited
partnership

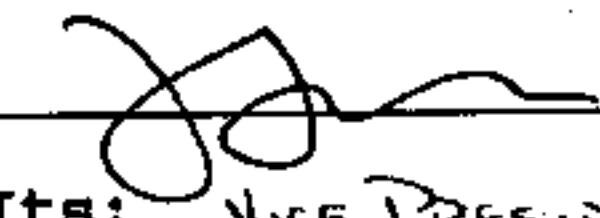
By: Daniel Realty Investment
Corporation - Meadow Brook One, a
Virginia corporation, its General
Partner

By: 

Its: VICE PRESIDENT

DANIEL MEADOW BROOK III LIMITED
PARTNERSHIP, a Virginia limited
partnership

By: Daniel Realty Corporation, an
Alabama corporation, its General
Partner

By: 

Its: VICE PRESIDENT

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that STEPHEN R. MONIK whose name as SENIOR VICE PRESIDENT of Daniel Realty Investment Corporation, a Virginia corporation, as general partner of Daniel U. S. Properties Limited Partnership, 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 the 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 2ND day of JUNE, 1988.

Shirley D. Ellis

NOTARY PUBLIC

My Commission Expires: 2/5/90

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STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JACK R. PETERSON whose name as VICE PRESIDENT of Daniel Realty Investment Corporation - Meadow Brook One, a Virginia corporation, as general partner of Daniel Meadow Brook One Limited Partnership, 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 the 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 2ND day of JUNE, 1988.

Shirley D. Ellis

NOTARY PUBLIC

My Commission Expires: 2/5/90

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JACK R. PETERSON whose name as VICE PRESIDENT of Daniel Realty Corporation, an Alabama corporation, as general partner of Daniel Meadow Brook III Limited Partnership, 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 the 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 2ND day of JUNE, 1988.

Shirley D. Ellis

NOTARY PUBLIC

My Commission Expires: 2/5/90

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CONSENT

The undersigned, constituting all of the members of the Architectural Control Committee of Meadow Brook Corporate Park South, hereby consent to the foregoing Amended and Restated Notice of Variance and Disclaimer of Reserved Easements dated as of JUNE 2, 1988 by Daniel U.S. Properties Limited Partnership, Daniel Meadow Brook One Limited Partnership and Daniel Meadow Brook III Limited Partnership doing business in the State of Alabama as Daniel Meadow Brook III, Limited Partnership.

Dated as of the 2ND day of JUNE, 1988.

F. Bruce Gleissner
F. Bruce Gleissner

Susan E. Carr
Susan E. Carr

Kenneth B. Findley
Kenneth B. Findley

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said county and in said State, hereby certify that F. BRUCE GLEISSNER whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 2ND day of JUNE, 1988.

Sheila A. Ellis
NOTARY PUBLIC

My commission expires: 2/5/90

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said county and in said State, hereby certify that SUSAN E. CARR whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 2ND day of JUNE, 1988.

Sheila D. Ellis
NOTARY PUBLIC

My commission expires: 2/5/90

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STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said county and in said State, hereby certify that KENNETH B. FINDLEY whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 2ND day of JUNE, 1988.

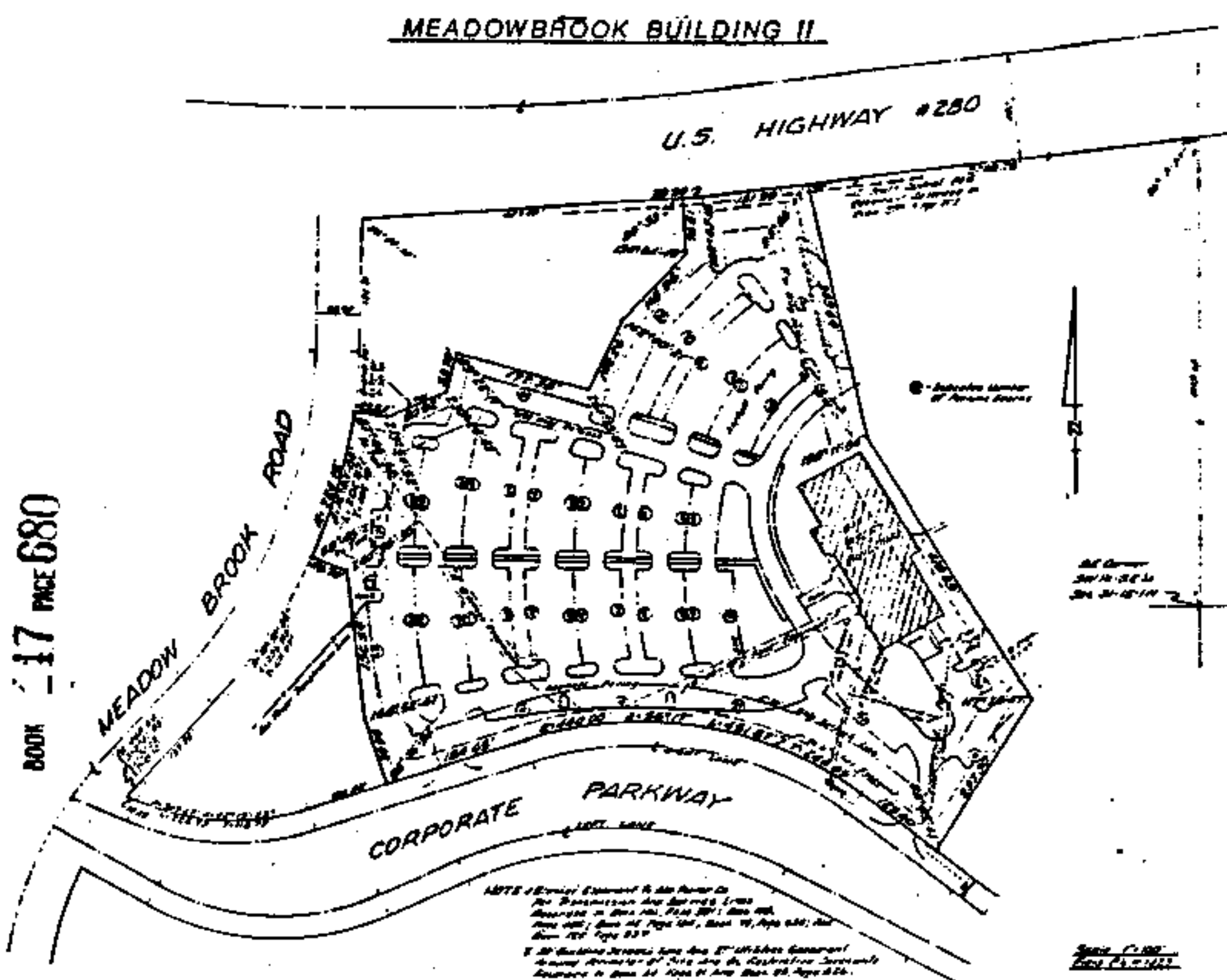
Sheila D. Ellis
NOTARY PUBLIC

My commission expires: 2/5/90

EXHIBIT B

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STATE OF ALABAMA
DADE COUNTY

I, Joseph D. School, a registered Civil Engineer and Land Surveyor of Birmingham, Alabama, hereby certify to Daniel Francis Brown, Jr., Ltd., Georgia Title Insurance Corporation, United States Fidelity and Guaranty Company, a Maryland Corporation, and U.S.F. & G. Realty, Inc., a Delaware Corporation that this is a true and correct plat of a survey made by me of a portion of land situated in the South Half of the Southwest Quarter of Section 11, Township 18 North, Range 1 East, 22nd Range, DeKalb County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the S.W. 1/4 of the S.E. 1/4 of Section 11, Township 18 North, Range 1 East and run with the East line of said S.W. 1/4 a distance of 211.22 feet to a point on the Southeast right-of-way line of U.S. Highway No. 280; thence S. 44° 42' 30" W. to the left in a Southwesterly direction along the Southeast right-of-way line of U.S. Highway No. 280 a distance of 200.73 feet to the point of beginning; thence S. 22° 47' 30" W. to the left in a Southwesterly direction a distance of 345.44 feet to a point; thence S. 21° 11' 34" W. to the left in a Southwesterly direction a distance of 110.35 feet to a point; thence S. 21° 12' 12" W. to the right in a Southwesterly direction a distance of 237.10 feet to a point on the Northwest right-of-way line of Corporate Parkway; thence S. 21° 12' 12" W. to the right in a Northwesterly direction along said right-of-way line a distance of 125.28 feet to the P.C. of a curve to the left having a radius of 666.98 feet and a central angle of 84° 27' 30"; thence Northwesterly, directly and Southwesterly along said right-of-way line and along the arc of said curve a distance of 411.87 feet to the P.T. (point of tangency) of said curve; thence Southwesterly tangent to said curve and along said right-of-way line a distance of 144.15 feet to a point; thence S. 11° 12' 00" W. to the right in a Southwesterly direction a distance of 90.93 feet to a point; thence S. 11° 12' 12" W. to the right in a Southwesterly direction a distance of 194.54 feet to a point; thence S. 21° 12' 12" W. to the left in a Northwesterly direction a distance of 49.70 feet to a point on the Easterly right-of-way line of Meadow Brook Road; thence S. 21° 12' 12" W. to the right in a Northwesterly direction a distance of 172.11 feet to a point; thence S. 21° 12' 12" W. to the left in a Northwesterly direction a distance of 122.26 feet to a point; thence S. 21° 12' 12" W. to the right in a Northwesterly direction a distance of 125.44 feet to a point; thence S. 21° 12' 12" W. to the left in a Northwesterly direction a distance of 42.52 feet to a point; thence S. 21° 12' 12" W. to the left in a Northwesterly direction a distance of 60.92 feet to a point; thence S. 21° 12' 12" W. to the right in a Northwesterly direction a distance of 172.11 feet to a point; thence S. 21° 12' 12" W. to the left in a Northwesterly direction a distance of 122.26 feet to a point; thence S. 21° 12' 12" W. to the right in a Northwesterly direction a distance of 125.44 feet to a point; thence S. 21° 12' 12" W. to the left in a Northwesterly direction a distance of 42.52 feet to a point on the Easterly right-of-way line of U.S. Highway No. 280; thence S. 21° 12' 12" W. to the right in a Northwesterly direction along said right-of-way line a distance of 27.92 feet to a point; thence S. 21° 12' 12" W. to the left in a Northwesterly direction along said right-of-way line a distance of 121.99 feet to the point of beginning.

Containing 447,024.79 square feet or 10.242 acres.

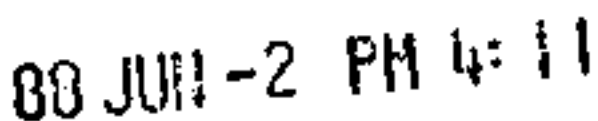
This property is not situated within the 100 year flood area according to Flood 20 of 191 of the National Flood Insurance Program Flood Study of DeKalb County, Alabama, dated September 14, 1972.

WITNESSETH MY HAND AND SEAL OF OFFICE THIS 22nd DAY OF JULY, 1987.

July 22, 1987
Attest: J. D. School
Surveyor

JOSEPH D. SCHOOL, Civil Engineer and Land Surveyor
Birmingham, Alabama

MEADOW BROOK 1200

[illegible][illegible]

containing 11.5, 171.11 square feet or 1.13 acres.

[illegible]

THIS INSTRUMENT GRANTS AN EJECTA OF LOCATION OF SUCH EJECTA TO THE DEPARTMENT OF THE INTERIOR, UNITED STATES OF AMERICA, FOR THE PURPOSE OF LOCATING THE SAME AND THE LOCATION OF SUCH EJECTA TO THE DEPARTMENT OF THE INTERIOR, UNITED STATES OF AMERICA, FOR THE PURPOSE OF LOCATING THE SAME AND THE LOCATION OF SUCH EJECTA TO THE DEPARTMENT OF THE INTERIOR, UNITED STATES OF AMERICA, FOR THE PURPOSE OF LOCATING THE SAME.

THIS PROPERTY IS NOT SITUATED WITHIN THE 100 YEAR FLOOD AREA SURROUNDING AN EJECTA OF THE DEPARTMENT OF THE INTERIOR, UNITED STATES OF AMERICA, FOR THE PURPOSE OF LOCATING THE SAME.

WITNESSETH THAT THE DEPARTMENT OF THE INTERIOR, UNITED STATES OF AMERICA, FOR THE PURPOSE OF LOCATING THE SAME.

Recording Fee \$27.50
Index Fee 2.00

Index Fee

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