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This instrument prepared by:
Stephen R. Monk, Esq.
Daniel Realty Corporation
Meadow Brook Corporate Park
1200 Corporate Drive
Birmingham, Alabama 35242

STATE OF ALABAMA)

COUNTY OF SHELBY)

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT is made and entered into as of the 14th day of November, 1989, by 2154 TRADING CORPORATION, a New York corporation ("Developer"), in favor of DANIEL PROPERTIES XV LIMITED PARTNERSHIP, a Virginia limited partnership ("Daniel XV"), and DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership ("DUSP").

R E C I T A L S:

Developer desires to develop for office building and retail uses certain real property (the "Developer's Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Daniel XV and DUSP own real property which is situated adjacent to and contiguous with the Developer's Property (hereinafter collectively referred to as the "Daniel Properties").

Developer desires to establish, for the benefit of Daniel XV, DUSP and the Daniel Properties, a restrictive covenant which would create a buffer zone on portions of Developer's Property which will remain natural or be improved with landscaping.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash, in hand paid to Developer and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer hereby agrees as follows:

1. Declaration of Restrictive Covenant.

(a) Developer, for itself and its successors and assigns, does hereby establish and declare, for the benefit of Daniel XV, DUSP and the Daniel Properties, that the

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portion of the Developer's Property described in Exhibit B-1 and Exhibit B-2 attached hereto and incorporated herein by reference (collectively, the "Buffer Property") shall not be graded, excavated or improved by the erection or construction of any structures, dwellings or other improvements thereon and shall, at all times, be maintained in its natural environmental condition; provided, however, that Developer hereby grants to the owners of the Daniel Properties the permanent and perpetual right and easement over, across and upon the Buffer Property to install and maintain a buffer of trees, shrubbery and other plant life on the Buffer Property in order to visually and physically screen any buildings or improvements built on the Developer's Property from view from the Daniel Properties.

(b) The restriction set forth in Paragraph 1(a) above shall not extend to or include any portion of the Developer's Property other than the Buffer Property.

2. Miscellaneous Provisions.

(a) This Agreement constitutes the entire agreement between the parties hereto and may be amended or modified only upon the written consent of the then record title owner of the Developer's Property and the then record title owner of those portions of the Daniel Properties which are contiguous to the Buffer Property.

(b) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit or describe the scope or intent of this Agreement or in any way affect the terms and provisions hereof. Whenever the context so requires, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(c) The restrictions and covenants set forth herein shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, forever.

IN WITNESS WHEREOF, Developer, Daniel XV and DUSP have caused this Declaration of Restrictive Covenant to be executed as of the day and year first above written.

2154 TRADING CORPORATION,
a New York corporation

By: Christine H. Markussen *KEA*

Its: VICE PRESIDENT

DANIEL PROPERTIES XV LIMITED
PARTNERSHIP, a Virginia limited
partnership

By: THE FIFTEENTH DANIEL REALTY
INVESTMENT CORPORATION,
a Virginia corporation,
Its General Partner

By: 

Its: Sam V. Pineda

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

By: DANIEL REALTY INVESTMENT
CORPORATION, a Virginia
corporation, Its General Partner

By: 

Its: Sam V. Pineda

STATE OF Georgia)
De Kalb COUNTY)

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I, the undersigned, a Notary Public in and for said
county, in said state, hereby certify that Christie Pineda
whose name as Vice President of 2154 TRADING CORPORATION,
a New York corporation, is signed to the foregoing
instrument, and who is known to me, acknowledged before me
on this day that, being informed of the contents of said
instrument, he, as such officer and with full authority,
executed the same voluntarily on the day the same bears
date for and as the act of such corporation.

Given under my hand and official seal, this the 16th
day of November, 1989.


Notary Public

My Commission Expires:

PATRICIA A. MONAGHAN
Notary Public, Fulton County, Georgia
My Commission Expires March 8, 1993.

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk whose name as Sr. Vice President of THE FIFTEENTH DANIEL REALTY INVESTMENT CORPORATION, a Virginia corporation, as General Partner of DANIEL PROPERTIES XV 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 said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation in its capacity as General Partner of DANIEL PROPERTIES XV LIMITED PARTNERSHIP.

Given under my hand and official seal, this the 14th day of November, 1989

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

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk whose name as Sr. 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 said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation in its capacity as General Partner of DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP.

Given under my hand and official seal, this the 14th day of November, 1989

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

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:
Stephen R. Monk, Esq., c/o Daniel Realty Corporation,
P.O. Box 385001, Birmingham, Alabama 35238-5001

Exhibit A
Legal Description of Property to be Developed
by 2154 Trading Corporation

2154 Trading Corporation desires to develop the following described property for office and/or retail purposes:

Parcel A:

A part of the Southeast Quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Begin at the Southeast Corner of the Southeast Quarter of the Southeast Quarter of said section and run West along the South line of said Quarter-Quarter Section 1327.75 feet to the Southwest corner of said Quarter-Quarter Section; thence backsighting last course turn an interior angle left of 179°57'11" and run West along the South line of the Southwest Quarter of the Southeast Quarter of said section 890.75 feet to the Easterly right-of-way of Valley Dale Road (County Road #17); thence backsighting last course turn an interior angle left of 61°59'50" and run Northeasterly 258.20 feet along said right-of-way to a point of curve to the right; running thence Northeasterly along the arc of said curve having a chord of 745.64 feet that forms an interior angle left of 166°30' to the chord and an arc distance of 752.59 feet (said curve having a radius of 1597.04 feet and a central angle of 27°00'); thence backsighting last chord turn an interior angle left of 166°30' and run Northeasterly 73.70 feet along said right-of-way to a point of curve to the left; running thence Northeasterly along the arc of said curve having a chord of 712.42 feet that forms an interior angle left of 194°00' to the chord and an arc distance of 719.56 feet (said curve having a radius of 1472.42 feet and a central angle of 28°00'); thence backsighting last chord turn an interior angle left of 194°00' and run Northeasterly along said right-of-way 199.39 feet to the Southerly right-of-way of U.S. Highway #280; thence backsighting last course turn an interior angle left of 93°07'40" and run Southeasterly 84.97 feet along said right-of-way; thence backsighting last course turn an interior angle left of 176°49'45" and run Southeasterly 627.70 feet along said right-of-way to a point of curve to the left; running thence Southeasterly to the East line of the Southeast Quarter of the Southeast Quarter of said section along the arc of said curve having a chord of 334.99 feet that forms an interior angle left of 182°45'51" to the chord and an arc distance of 335.20 feet (said curve having a radius of 3474.05 feet and a central angle of 5°31'42"); thence backsighting last chord turn an interior angle left of 116°32'10" and run South along the East line of said Quarter-Quarter Section 1086.16 feet to the Point of Beginning. Described parcel contains 50.897 acres.

Parcel B:

A part of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Begin at the Northwest corner of said 1/4-1/4 section and run East along the North line of same 330.00 feet; thence right 87°42'53" and run South and parallel to the West line of 1/4-1/4 section 50.00 feet; thence right 65°23'16" and run Southwesterly 362.69 feet to a point on said West line of 1/4-1/4 section; thence right 114°36'44" and run North along said West line of 1/4-1/4 section 214.21 feet to the Point of Beginning. Contains 1.00000 Acres.

Parcel C:

Being part of Inverness Parcel 7, situated in the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Begin at the Northeast corner of said 1/4-1/4 section and run West along the North line of same 890.75 feet to a point on the Southeasterly Right of Way of Shelby County Highway No. 17; thence left 61°59'51" and run Southwesterly along said Right of Way 124.81 feet to a point; thence left 124°37'25" and run Northeasterly 955.72 feet to the Point of Beginning. Contains 1.2670 Acres.

EXHIBIT B-1

LEGAL DESCRIPTION OF 10' BUFFER

Part of the Southeast One-Quarter of the Southeast One-Quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the Southeast corner of said Southeast One-Quarter of Southeast One-Quarter and run North along the East line of same, 20.01 feet to the POINT OF BEGINNING of herein described 10' Buffer; thence continue along last described course 1066.15 feet to a point on the Southwesterly Right Of Way of U.S. Highway #280, said point being on a curve to the right, having a radius of 3474.05 feet and a central angle of 0°10'57"; thence left 66°13'41" to the tangent of said point on curve, and run Northwesterly along said Right Of Way and arc of curve, 11.07 feet to another point on said curve; thence left 113°57'39" from the tangent of said point and run South and parallel to the East line of said 1/4-1/4 section 1070.24 feet; thence left 87°47'32" and run East and parallel to the South line of said 1/4-1/4 section 10.01 feet to the POINT OF BEGINNING. Contains 0.24669 Acres.

EXHIBIT B-2

LEGAL DESCRIPTION OF 20' BUFFER

Part of the Southeast One-Quarter of the Southeast One-Quarter of Section 36, Township 18 South, Range 2 West, and the Northeast One-Quarter of the Northeast One-Quarter of Section 1, Township 19 South, Range 2 West, all in Shelby County, Alabama and being more particularly described as follows: Begin at the Southeast corner of said Southeast One-Quarter of Southeast One-Quarter of Section 36 and run West along the South line of same 997.75 feet; thence left 92°17'07" and run South and parallel to the West line of the Northeast One-Quarter of the Northeast One-Quarter of said Section 1, 50.00 feet; thence right 65°23'16" and run Southwesterly 362.69 feet to a point on said Westerly line of 1/4-1/4 section; thence right 114°36'44" and run North along said West line of 1/4-1/4 section 22.00 feet; thence right 65°23'16" and run Northeasterly 340.69 feet; thence left 65°23'16" and run North 57.98 feet to a point on the North line of herein described 20' Buffer; thence right 92°17'07" and run East and parallel to said South line of the Southeast One-Quarter of Southeast One-Quarter of Section 36 1017.79 feet to a point on the East line of said 1/4-1/4 section; thence right 87°47'32" and run South along said East line of 1/4-1/4 section 20.01 feet to the POINT OF BEGINNING. Contains 0.64895 Acres.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

89 DEC -4 AM 11:35

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax -----	\$	
2. Mtg. Tax -----	\$	
3. Recording Fee -----	\$	20.00
4. Notary Fee -----	\$	3.00
5. -----	\$	
6. County Stamp Fee --	\$	1.00
Total -----	\$	24.00