

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

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

Inst # 1992-23529

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

10/15/1992-23529  
09:03 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
28.50  
009 MCD

THIS SIXTH AMENDMENT TO DECLARATION is made as of the  
14th day of October, 1992 by DANIEL U.S. PROPERTIES  
LIMITED PARTNERSHIP, a Virginia limited partnership  
formerly known as Daniel U.S. Properties, Ltd. (the  
"Developer").

**R E C I T A L S:**

Developer has heretofore entered into a Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated as of September 1, 1985, and recorded in Book 064, at Page 91, in the Probate Office of Shelby County, Alabama, as amended by (i) First Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated as of April 1, 1986, and recorded in Book 095, at Page 826, in said Probate Office, (ii) Second Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated as of July 23, 1988, and recorded in Book 141, at Page 784, in said Probate Office, (iii) Third Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated as of March 28, 1988, and recorded in Book 177, at Page 244 in said Probate Office, (iv) Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated as of June 20, 1989, and recorded in Book 243, at Page 453 in said Probate Office and (v) Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated as of July 5, 1989 and recorded in Book 245, at Page 89 in said Probate Office (the original Declaration, together with the First, Second, Third, Fourth and Fifth Amendments thereto, are hereinafter collectively referred expressly to as the "Declaration"). Capitalized terms not otherwise defined herein shall have the same meanings given to them in the Declaration.

Developer, together with those Owners whose signatures are set forth below and who collectively own 90.5% of all Interests in the Property and the Association, desire to amend the Declaration as hereinafter provided.

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

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

"2.05 Lakes. Developer does hereby establish and declare that, subject to the terms and provisions of this Section 2.05, the lakes, water features, reservoirs and waterways (hereinafter referred to as a "Lake" or the "Lakes") which are presently situated on portions of Lots B, C and E, according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10 in the Probate Office of Shelby County, Alabama (the "Plat"), shall at all times be maintained as lakes, water features, reservoirs and waterways as currently exist as of the date hereof and no buildings, parking lots, structures or other improvements (other than as specified below), shall be constructed or maintained in, on or upon any of the Lakes; provided, however, that Developer and the Association shall each have the right from time to time and at any time to (a) make any improvements to and undertake all action with respect to the Lakes which may be required by any Governmental Authorities, (b) make any improvements to the Lakes relating to storm water and surface water discharge and runoff which may be necessary or required for any of the Property and (c) install, construct, operate, maintain, repair, relocate and replace from time to time and at any time any of the existing improvements situated in, upon or about the Lakes and any fountains, dams, walkways, paths, waterfalls, water features and other improvements of a similar nature which may be situated in, upon or about the Lakes. The Association, by execution hereof, and Developer agree that the Lakes and Lot B according to the Plat shall be Common Areas and shall be maintained by the Association. Notwithstanding anything provided herein to the contrary, (i) Developer, for itself and its successors and assigns, reserves the right to develop, construct and otherwise improve the remaining portions of Lots C and E according to the Plat (which have not been improved with lakes, water features, reservoirs and waterways as currently exist as of the date hereof), (ii) except as provided above, no improvements, structures or buildings of any nature



may be constructed or maintained on any portion of Lot B, according to the Plat, (iii) no portion of Lot B according to the Plat (including the Lake situated thereon) shall be dedicated to any governmental entity or for public use without the prior written consent of the then Owner of Lot 4 according to the Plat and (iv) the provisions of this Section 2.05 and the provisions of Section 6.06 (but only with respect to Lot B according to the Plat) may not be amended without the prior written consent of the then Owner of Lot 4 according to the Plat."

2. Division of Lots. Section 4.13 of the Declaration is hereby amended by adding the following thereto:

"Notwithstanding anything provided in this Declaration to the contrary, Developer shall have the right, in its sole discretion and without obtaining the prior written consent or approval of any Owner or Mortgagee, to amend this Declaration from time to time or at any time in order to reflect the subdivision and resubdivision from time to time of all or any portion of the Property or any Lots owned by Developer by filing an amendment to this Declaration in the Probate Office of Shelby County, Alabama reflecting any such subdivisions or resubdivisions."

3. Assessments and Creation of Lien. Section 7.04 of the Declaration is hereby deleted and the following is substituted in lieu thereof:

"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, whether annual Assessments or special 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 have the option to either pay Assessments on any Lots owned by Developer based on the Developer's Interest in such Lots or to fund any deficits which may exist between the total amount of Assessments assessed to all other Owners (other than Developer)

and the actual costs incurred by the Association for Common Expenses for the Property. At such time as Developer no longer has any interest in any Lot, Developer shall have no further obligation of any nature to pay such Assessments or otherwise fund any deficits relating to the Common Expenses or the Common Areas. All Assessments made by the Association and all other sums payable hereunder by any Owner and Developer, 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 Developer, and shall be a personal obligation of the Owner of each Lot (including Developer) at the time when the Assessment or charge was made. The provisions of this Section 7.04 may not be amended without the prior written consent of seventy-five percent (75%) in Interest of the then Owners of the Property (other than Developer)."

4. Reservation of Rights. Section 9.12(f) of the Declaration is hereby deleted and the following is substituted in lieu thereof:

"(f) the right of Developer pursuant to Section 7.04 above, at its option, to elect to pay Assessments either on the basis of its Interest in all Lots owned by Developer or to fund any deficits which may exist between the total amount of annual Assessments assessed to all other Owners (other than Developer) and the actual costs incurred by the Association for Common Expenses."

5. Consent by Owners. Pursuant to Section 3.02 of the Declaration, this Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South has been approved by the record owners of 90.5% in Interest of all Lots. The approval of such Owners is set forth on the attached signature page.

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

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

**DANIEL U.S. PROPERTIES LIMITED  
PARTNERSHIP, formerly known as  
Daniel U.S. Properties, Ltd.**

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

By: 

Its: Senior Vice President

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk whose name as Senior Vice President of Daniel Realty Investment Corporation, a Virginia corporation, as general partner of Daniel U.S. Properties Limited Partnership, a Virginia limited partnership, formerly known as Daniel U.S. Properties, Ltd., 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 14th, day of October, 1992.

  
Notary Public

My Commission Expires: 2/26/99



**CONSENT OF OWNERS**


The undersigned, Daniel/Fidelity Meadow Brook Corporate Park General Partnership, an Alabama general partnership, Daniel U.S. Properties Limited Partnership, a Virginia limited partnership formerly known as Daniel U.S. Properties, Ltd., and Daniel Meadow Brook 600 Limited Partnership, an Alabama limited partnership, as the Owners having a combined 90.5% Interest in the Property, have joined in the execution of this Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South in order to evidence their consent to the foregoing amendment to the Declaration.

Dated as of the 14th day of October, 1992.

**DANIEL/FIDELITY MEADOW BROOK  
CORPORATE PARK GENERAL PARTNERSHIP,**  
an Alabama general partnership


By: Daniel Meadow Brook Associates,  
an Alabama general partnership,  
Its Manager General Partner

By: Daniel Meadow Brook One  
Limited Partnership, a  
Virginia limited partnership,  
partnership, formerly known  
as Daniel Meadow Brook One,  
Ltd., Its Manager Partner

By:   
Its: President

**DANIEL U.S. PROPERTIES LIMITED  
PARTNERSHIP,** a Virginia limited  
limited partnership formerly known  
as Daniel U.S. Properties, Ltd.

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

By:   
Its: Senior Vice President

DANIEL MEADOW BROOK 600 LIMITED  
PARTNERSHIP, an Alabama limited  
partnership

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

By: [Signature]

Its: President

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said  
county, in said state, hereby certify that T. Charles Tickle  
whose name as 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, formerly known as Daniel Meadow Brook One,  
Ltd., as Managing Partner of DANIEL MEADOW BROOK  
ASSOCIATES, an Alabama general partnership, which serves as  
Managing General Partner for DANIEL/FIDELITY MEADOW BROOK  
CORPORATE PARK GENERAL PARTNERSHIP, an Alabama general  
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 aforesaid.

Given under my hand and official seal, this the 14th  
day of October, 1992.

[Signature: Sheila D. Ellis]  
Notary Public

My Commission Expires: 2/26/94

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 formerly known as Daniel U.S. Properties, Ltd., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as General Partner as aforesaid.

Given under my hand and official seal this 14th day of October, 1992.

Sheila H. Ellis  
Notary Public

My Commission Expires: 2/26/94

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that T. Charles Tickle whose name as President of DANIEL REALTY INVESTMENT CORPORATION - MB600, an Alabama corporation, as General Partner of DANIEL MEADOW BROOK 600 LIMITED PARTNERSHIP, an Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation in its capacity as general partner.

Given under my hand and official seal, this the 14th day of October, 1992.

Sheila H. Ellis  
Notary Public

My Commission Expires: 2/26/94



CONSENT OF ASSOCIATION

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

Dated as of the 14th day of October, 1992.

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

By: [Signature]

Its: President

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk whose name as President of MEADOW BROOK CORPORATE PARK SOUTH ASSOCIATION, INC., a non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation in its capacity as general partner.

Given under my hand and official seal, this the 14th day of October, 1992.

Sheila A. Ellis  
Notary Public

My Commission Expires: 2/26/94

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