

**AMENDMENT TO DECLARATION OF COVENANTS FOR
OAK MOUNTAIN BUSINESS PARK**

THIS AMENDMENT is executed this 4 day of May, 2000, by Oak Mountain Business Park, LLC, as successor in interest to Declarant, and joined by two (2) of the record owners of the Parcels (as defined in the Declaration) at Oak Mountain Business Park.

RECITALS:

- A. The Declaration of Protective Covenants for Oak Mountain Business Park, recorded on December 29, 1998, at Instrument No. 98-51856 (the "Declaration") in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), designated the Property as a restricted subdivision, subject to certain restrictions, conditions, limitations and agreements adopted by Randall H. Goggans, a married man, as the owner and developer of the Property (referred to in the Declaration as "Declarant" and/or the "Developer").
- B. According to Section 7.07 of the Declaration, the Declaration may be amended at any time within a period of fifteen (15) years from the date the Declaration is recorded by a duly recorded written instrument executed by the current record owners (including mortgagees and other lienholders of record, if any) of ninety percent (90%) of the number of Parcels of Oak Mountain Business Park.
- C. According to Section 1.07 of the Declaration, the term "Parcel" shall mean and refer to any plot of land or parcel of real property within the property and said Section 1.07 does not require that the Parcel be formally subdivided (recorded).
- D. Pursuant to that certain Statutory Warranty Deed recorded at Instrument No. 1999-16173 in the Probate Office and that certain Quit Claim Deed recorded at Instrument No. 1999-16174 in the Probate Office, Oak Mountain Business Park, LLC purchased from the Declarant the Property less and except certain parcels dedicated to Shelby County as public rights-of-way and less and except certain parcels that had been previously sold by Declarant (the "Oak Mountain Business Park Property"); in conjunction with said purchase and pursuant to that certain assignment of Declarant Rights under Declaration of Protective Covenants recorded at Instrument No. 1999-16176 in the Probate Office, Oak Mountain Business Park, LLC is the successor in interest to the Declarant and/or the Developer as referenced in the Declaration.
- E. The property owned by Oak Mountain Business Park, LLC currently comprises approximately eighty percent (80%) of the Property subject to the Declaration based on acreage.
- F. Oak Mountain Business Park, LLC and a minimum of three (3) of the record owners of the Parcels that were sold prior to the initial Declarant's conveyance to Oak Mountain Business Park, LLC (collectively the "Owners") represent the required ninety percent (90%) of the current record owners of the number of Parcels of Oak Mountain Business Park.
- G. The Owners now desire to amend the Declaration as set forth herein.

NOW, THEREFORE, pursuant to the Declaration and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

AGREEMENT:

1. AMENDMENT. The Owners hereby consent to and order the Amendment of the Declaration as follows:
 - a. Section 1.08. The term "Property" as used herein and in the Declaration is hereby amended and

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restated as set forth in **Exhibit A** attached hereto.

- b. Section 3.01. Pursuant to that certain Assignment of Declarant Rights under Declaration of Protective Covenants recorded at Instrument No. 1999-16176 in the Probate Office and that certain Resignation from Architectural Control Committee contemporaneous with Oak Mountain Business Park, LLC's purchase of the Oak Mountain Business Park Property, Randall H. Goggans is hereby replaced with the following three (3) members of the Architectural Control Committee: (i) W. Larry Clayton; (ii) Delton Lane Clayton; and (iii) Howard O'Neill.
- c. Section 3.01. Larry Clayton is hereby designated as the "Designated Representative" of the Architectural Control Committee.
- d. Section 3.02. Randall H. Goggans, 100 Applegate Drive, Birmingham, Alabama 35124, is hereby deleted in its entirety and the following is substituted in its place and stead: "Oak Mountain Business Park, LLC, c/o Larry Clayton, 180 Applegate Circle, Pelham, Alabama 35124".
- e. Section 3.03. Subparagraph (k) is hereby amended to read as follows: "No building in Oak Mountain Business Park shall have metal siding on any side of such building which is facing any street in Oak Mountain Business Park."
- f. Section 3.05. The last sentence of said Section 3.05 is hereby amended to read as follows: "In the event the Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall have been deemed to have been approved, as submitted, and no further action shall be required; provided, however, that the applicant shall have evidence of receipt of the required application package by the Committee."
- g. Section 4.03. The last sentence of Subparagraph (a) is hereby amended to read as follows: "Multi-tenant buildings in Oak Mountain Business Park which are designed to provide individual exterior entry/exit to the tenants shall be allowed to place tenant identification signage on the building wall no further than three (3) feet from the entrance to said tenant's space; provided, however, that said tenant identification signage shall be a wall plate or plaque (not free-standing letters affixed to the building wall) and shall not exceed twelve (12) inches by twenty-four (24) inches per tenant sign."
- h. Section 4.03. Subparagraph (b) is hereby amended to read as follows: "All free-standing signs must be within the property line and extend no higher than four (4) feet above the ground and no free-standing sign shall be larger than four (4) feet by eight (8) feet."
- i. Section 4.03. Subparagraph (c) is hereby deleted in its entirety.
- j. Section 5.03. The second sentence of said Section 5.03 is hereby deleted in its entirety.
- k. Section 5.04. The following shall be added to the end of said Section 5.04: "Any parking lot on any Parcel in Oak Mountain Business Park shall be required to have curbs and gutters."
- l. Section 5.06. The second sentence of said Section 5.06 is hereby amended to read as follows: The rights-of-way of each Parcel as approved in accordance with Section 3.02 shall be landscaped for green treatment in a balanced mixture of grass lawns or sod, ground cover,

shade trees, plantings, evergreen hedges, and flowers; provided, however, that the Committee shall, as a part of the approval process set forth in Section 3.02 of the Declaration, have the binding authority to increase said requirement in its sole discretion, in which case the Parcel shall be required to maintain that certain minimum percentage established by the Committee upon its approval of the Parcel's plans and specifications, including, without limitation, the landscaping plan."

- m. Section 5.06. The following shall be added to the end of the first paragraph of said Section 5.06: "Each Parcel in Oak Mountain Business Park shall be required to have an in-ground sprinkler system."
- n. Section 5.06. The following shall be added to the end of the third (3rd) paragraph of Section 5.06: "Each Parcel in Oak Mountain Business Park shall be required to utilize an iron post mailbox, the style and location of which shall be approved in writing by the Committee."
- o. Section 7.07. The third sentence of said Section 7.07 is hereby amended by deleting "Cahaba Valley Park North" and substituting "Oak Mountain Business Park" in its place and stead.

2. BINDING EFFECT. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as otherwise set forth herein, the provisions of the Declaration remain in full force and effect.

3. GOVERNING LAW. This Amendment shall be construed and enforced in accordance with the laws of the State of Alabama.

4. COUNTERPARTS. This Amendment may be executed in any number of counterparts, and each counterpart from the undersigned Owners shall constitute the fully executed Amendment.

5. MODIFICATION OF PRIOR AGREEMENT. This Amendment, together with the Exhibit attached hereto, supersedes all prior agreements and understandings to the contrary between the parties with respect to the Declaration. The terms and conditions of this Amendment shall not be modified or amended except in writing executed by the parties hereto. Except as expressly stated heretofore or hereby, the Declaration shall remain in full force and effect in accordance with its terms.

6. JOINDER BY MORTGAGEES. If applicable, the mortgagees of the undersigned hereby join in this Amendment for the purpose of consenting to the terms and provisions herein and subordinating their mortgages to this Amendment.

(Signatures Appear on the Following Pages)

Owner of the Property, Less and Except Lot 9 according to Map Book 25, Page 74; Lot 13 according to Map Book 24, Page 150; Lot 14 according to Map Book 25, Page 57; Lot 16 according to Map Book 25, Page 73; and Lot 20 according to Map Book 24, Page 149 all as recorded in the Probate Office of Shelby County, Alabama; and Less and Except that certain real property conveyed to Henry Tyler Construction Corporation at Instrument No. 2000/13420 in the Probate Office of Shelby County, Alabama

OAK MOUNTAIN BUSINESS PARK, LLC

By:
Its:

Ray C. F.
Manager

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ray C. F., whose name as Manager of Oak Mountain Business Park, LLC, an Alabama limited liability company, is signed to the foregoing Amendment and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment, he, in his capacity as such member and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 4 day of May, 2000.

[NOTARIAL SEAL]

Harold M. H.
Notary Public

My Commission Expires: Jan 28 '01

Lot 14 of Oak Mountain Business Park, according to Map Book 25, Page 57, as recorded in the Probate Office of Shelby County, Alabama.

OWNER:

Grady R. Andrews
Name: Grady R. Andrews
Date: 5-15-00

Catherine M. Andrews
Name: C M Andrews
Date: 5-15-00

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Grady R. Andrews and C M Andrews, whose names are signed to the foregoing Amendment and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 15th day of May, 2000.

Helen F. Martin
Notary Public
My Commission Expires: 2-13-02

CONSENT OF MORTGAGEE

_____, as Mortgagee of Lot _____ pursuant to that certain Mortgage recorded in the Probate Office of Shelby County, Alabama, does hereby consent to and subordinate its Mortgage to the foregoing Amendment.

By: Grady R. Andrews
Its: _____
Date of Execution 5-15-00

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Grady R. Andrews whose name as _____ of _____, a(n) _____ corporation, is signed to the foregoing Amendment and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the _____ day of May, 2000.

[NOTARIAL SEAL]

Notary Public
My Commission Expires: _____

Lot 20 of Oak Mountain Business Park, according to Map Book 24, Page 149, as recorded in the Probate Office of Shelby County, Alabama.

OWNERS:

Kevin C Phillips
Name: Kevin C Phillips
Date: 5/12/00

Tien M. Le
Name: Tien M. Le
Date: 5-15-00

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Kevin C Phillips and Tien M. Le, whose names are signed to the foregoing Amendment and who are known to me, acknowledged before me on this day that, being informed of the contents of the Amendment, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 15th day of May, 2000.

Alice Blatsky
Notary Public
My Commission Expires: 10/30/00

CONSENT OF MORTGAGEE

Regions Bank, as Mortgagee of Lot 20 pursuant to that certain Mortgage recorded in the Probate Office of Shelby County, Alabama, does hereby consent to and subordinate its Mortgage to the foregoing Amendment.

Joe M'Enery
By: Joe M'Enery
Its: Vice President
Date of Execution: 5/17/2000

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Joe M'Enery, whose name as Vice President of Regions Bank, a(n) corporation, is signed to the foregoing Amendment and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 17th day of May, 2000.

[NOTARIAL SEAL]

Alice Blatsky
Notary Public
My Commission Expires: 10/30/00

That certain parcel in the Statutory Warranty Deed at Instrument No. 2000/13420 as recorded in the Probate Office and described as follows:

Beginning at the SE corner of lot 3A, Oak Mountain Business Park (MB 23-PG 84), said point being the POINT OF BEGINNING; thence N.39°12'38"E., a distance of 412.74 feet; thence S.28°11'03"E., a distance of 347.94 feet; thence S.61°51'24"W., a distance of 16.77 feet; thence S.28°08'36"E., a distance of 164.45 feet to the point of curve of a non tangent curve to the right, of which the radius point lies N.13°23'22"W., a radial distance of 320.00 feet; thence westerly along the arc, through a central angle of 13°49'16", a distance of 77.19 feet; thence N.89°34'06"W., a distance of 130.93 feet to a point of curve to the right having a radius of 25.00 feet and a central angle of 90°00'00"; thence northwesterly along the arc a distance of 39.27 feet; thence N.00°25'54"E., a distance of 94.18 feet to a point of curve to the right having a radius of 25.00 feet and a central angle of 48°11'23"; thence northeasterly along the arc a distance of 21.03 feet to a point of reverse curve to the left having a radius of 50.00 feet and a central angle of 276°22'46"; thence westerly along the arc, a distance of 241.19 feet to a point of reverse curve to the right having a radius of 25.00 feet and a central angle of 48°11'23"; thence southeasterly along the arc, a distance of 21.03 feet; thence S.00°25'54"W., a distance of 94.18 feet to a point of curve to the right having a radius of 25.00 feet and a central angle of 90°00'00"; thence southwesterly along the arc a distance of 39.27 feet; thence N.89°34'06"W., a distance of 85.00 feet; thence N.00°25'54"E., a distance of 141.70 feet; thence N.87°22'45"W., a distance of 96.77 feet to the POINT OF BEGINNING.

OWNER:

HENRY TYLER CONSTRUCTION CORPORATION

By: HTC

Its: Pres.

**STATE OF ALABAMA)
SHELBY COUNTY)**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Henry Tyler whose name is signed to the foregoing Amendment and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment, he/she executed the same voluntarily on the day the same bears date.

Given under my hand this the 24 day of May, 2000.

Howard O. M.
Notary Public

My Commission Expires: Jan 29'01

CONSENT OF MORTGAGEE

Oak Mountain Business Park, LLC, as Mortgagee of the above property owned by Henry Tyler Construction Corporation pursuant to that certain Mortgage recorded in the Probate Office of Shelby County, Alabama, does hereby consent to and subordinate its Mortgage to the foregoing Amendment.

OAK MOUNTAIN BUSINESS PARK, LLC

By: [Signature]

Its: Manager

Date of Execution: _____

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Larry Clayton, whose name as Manager of Oak Mountain Business Park, LLC, an Alabama limited liability company, is signed to the foregoing Amendment and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day ~~the~~ same bears date.

Given under my hand this the 24 day of May, 2000.

[NOTARIAL SEAL]

Howard Neal

Notary Public

My Commission Expires: Jun 29 '01

EXHIBIT A

(Property Description for Declaration of Protective Covenants for Oak Mountain Business Park)

Begin at the NE Corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec 19, Township 20 South, Range 2 West, said point being the POINT OF BEGINNING; thence S 89deg-36'47" E a distance of 48.84' to a point on the southeasterly right-of-way line of Shelby County Highway No. 52 (R.O.W. Varles), said point lying on a curve to the right having a radius of 1472.05' and a central angle of 19deg-26'07"; thence along said right-of-way line and the arc of said curve a distance of 499.33', said arc subtended by a chord which bears S 83deg-42'-25" W a distance of 496.94', to the end of said arc; thence S 17deg-32'-44" W and leaving said right-of-way line a distance of 221.28'; thence N 64deg-17'28" W a distance of 149.95' to a point on a curve to the right having a radius of 154.80' and a central angle of 69deg-09'13"; thence along the arc of said curve a distance of 186.84', said arc subtended by chord which bears N 29deg-42'-51" W a distance of 175.70', to a point on a compound curve to the right having a radius of 30.40' and a central angle of 80deg-18'-35"; thence along the arc of said curve a distance of 42.61', said arc subtended by a chord which bears N 45deg-01'-03" E a distance of 39.21', to the end of said curve and a point on the southwesterly right-of-way line of said highway; thence N 80deg-19'-19" W along said right-of-way line a distance of 108.49', to a point on a curve to the right having a radius of 30.00' and a central angle of 73deg-51'-27"; thence along the arc of said curve a distance of 38.67', said arc subtended by a chord which bears S 30deg-14'-19" E a distance of 36.05', to a point on a reverse curve to the left having a radius of 217.52' and a central angle of 71deg-05'-50"; thence along the arc of said curve a distance of 269.92', said arc subtended by a chord which bears S 28deg-51'-31" E a distance of 252.93', to the end of said curve; thence S 55deg-04'-43" W a distance of 310.75'; thence N 80 deg-40'-50" W a distance of 223.78'; thence S 1deg-11'-00" W a distance of 922.80' to a point on the southerly boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence S 89deg-34'-06" E along said southerly boundary a distance of 1264.73' to the SE Corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence S 89deg-29'-10" E a distance of 65.48'; thence S 1 deg-34'-33" W a distance of 281.15'; thence S 53deg-05'-17" E a distance of 310.74 to a point on the northwesterly right-of-way line of Shelby County Highway No. 11 (80' R.O.W.); thence N 36deg-54'-40" E along said right-of-way line a distance of 160.87'; thence N 37deg-33'-02" E along said right-of-way line a distance of 133.07' (203.07' deed); thence N 37deg-36'25" E along said right-of-way line a distance of 176.87' (106.87' deed) to a point on a curve to the right having a radius of 25.00' and a central angle of 89deg-38'-48"; thence leaving said right-of-way line and along the arc of said curve a distance of 39.12, said arc subtended by a chord which bears N 89deg-11'-26" W a distance of 35.25', to a point on a compound curve to the right having a radius of 230.51' and a central angle of 34deg-30'-26"; thence along the arc of said curve a distance of 138.83', said arc subtended by a chord which bears N 27deg-42'-30" W a distanced of 136.74', to the end of said curve; thence N 10deg-30'-02" W a distanced of 265.26'; thence N 37deg-38'-42" E a distance of 1296.67' to the northerly boundary of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 19; thence N 89deg-27'-39" W along the northerly boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1236.41' to the

Point of Beginning. Said parcel contains 59.62 acres, more or less.

LESS AND EXCEPT the following described parcels:

1. **Oak Mountain Business Park Right of Way dedication as recorded in Map Book 24, Page 148 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.**
2. **Oak Mountain Business Park Sector 1, Right of Way dedication as recorded in Map Book 23, Page 84 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.**
3. **Lots 1, 2, 2-A, 3 and 3-A, according to the survey of Oak Mountain Business Park, Sector 1, as recorded in Map Book 23, Page 84 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.**

It being understood that the below described parcels are included in the Property that is subject to the Declaration:

Lot 9, according to the survey of Oak Mountain Business Park, Lot 9 as recorded in Map Book 25, Page 74 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama;

Lot 11 Oak Mountain Business Park as recorded in Instrument # 1998-26047;

Lots 12 and 13, as recorded in Map Book 24, Page 150 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama;

Lots 14 and 15, as recorded in Map Book 25, Page 57 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama;

Lots 16, 16-A, and 17, as recorded in Map Book 25, Page 73 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama;

Lots 18, 19 and 20 according to the survey of Oak Mountain Business Park, Lots 18, 19 and 20, as recorded in Map Book 24, Page 149 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama;

Lot 23 as recorded in Map Book 25, Page 9 in the Probate Office of Shelby County, Alabama; and

That parcel in the Statutory Warranty Deed at Instrument No. 2000/13420 as recorded in the Probate Office and described as follows:

Beginning at the SE corner of lot 3A, Oak Mountain Business Park (MB 23-PG 84), said point being

the POINT OF BEGINNING; thence N.39°12'38"E., a distance of 412.74 feet; thence S.28°11'03"E., a distance of 347.94 feet; thence S.61°51'24"W., a distance of 16.77 feet; thence S.28°08'36"E., a distance of 164.45 feet to the point of curve of a non tangent curve to the right, of which the radius point lies N.13°23'22"W., a radial distance of 320.00 feet; thence westerly along the arc, through a central angle of 13°49'16", a distance of 77.19 feet; thence N.89°34'06"W., a distance of 130.93 feet to a point of curve to the right having a radius of 25.00 feet and a central angle of 90°00'00"; thence northwesterly along the arc a distance of 39.27 feet; thence N.00°25'54"E., a distance of 94.18 feet to a point of curve to the right having a radius of 25.00 feet and a central angle of 48°11'23"; thence northeasterly along the arc a distance of 21.03 feet to a point of reverse curve to the left having a radius of 50.00 feet and a central angle of 276°22'46"; thence westerly along the arc, a distance of 241.19 feet to a point of reverse curve to the right having a radius of 25.00 feet and a central angle of 48°11'23"; thence southeasterly along the arc, a distance of 21.03 feet; thence S.00°25'54"W., a distance of 94.18 feet to a point of curve to the right having a radius of 25.00 feet and a central angle of 90°00'00"; thence southwesterly along the arc a distance of 39.27 feet; thence N.89°34'06"W., a distance of 85.00 feet; thence N.00°25'54"E., a distance of 141.70 feet; thence N.87°22'45"W., a distance of 96.77 feet to the POINT OF BEGINNING.

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