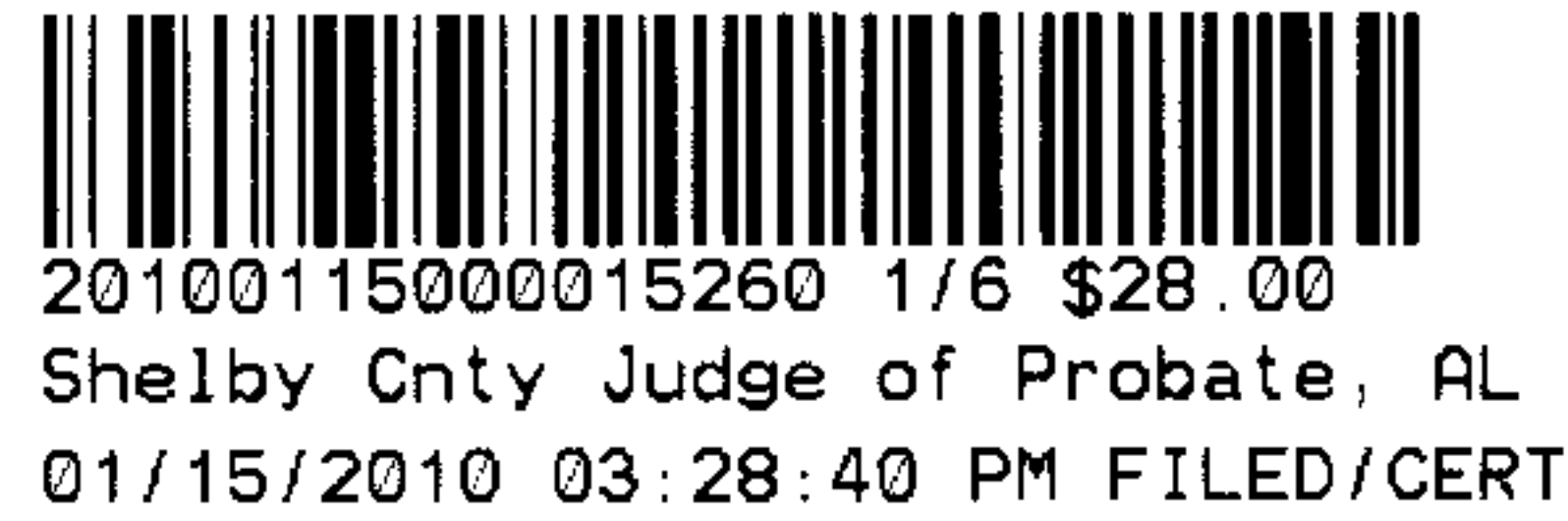


This Instrument Prepared by:

Matthew W. Grill  
MAYNARD, COOPER & GALE, P.C.  
1901 Sixth Avenue North  
2400 Regions Harbert Plaza  
Birmingham, AL 35203-2618  
205.254.1000



STATE OF ALABAMA     )

COUNTY OF SHELBY     )

**SECOND AMENDMENT TO DECLARATION OF  
EDENTON OFFICE CONDOMINIUM**

THIS SECOND AMENDMENT TO DECLARATION OF EDENTON OFFICE CONDOMINIUM (this "Amendment") is made this 15<sup>th</sup> day of January, 2010 by CAHABA BEACH INVESTMENTS, LLC ("Declarant"), for itself, and for its successors, grantees and assigns, pursuant to the provisions of the Alabama Uniform Condominium Act of 1991, Section 35-8A-101, *et seq.*, *Code of Alabama* (1975), as amended (the "Act"), for the purpose of, among other things, withdrawing certain real estate from the Condominium described below.

**RECITALS**

**WHEREAS**, Declarant entered into that certain Declaration of Edenton Office Condominium (the "Original Declaration") on March 14, 2007, for the purpose of establishing the condominium known as Edenton Office Condominium (the "Condominium"). Declarant recorded the Original Declaration in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), on April 10, 2007, as Instrument Number 20070410000163990 for the purpose of submitting the lands described therein and the Condominium created thereby to the provisions of the Act. On August 17, 2007, Declarant amended the Original Declaration by recording that certain First Amendment to Declaration of Edenton Office Condominium in the Probate Office as Instrument Number 20070817000390020 (as amended, the "Declaration"). All capitalized terms not otherwise defined herein shall have those meanings attributed to same in the Declaration; and

**WHEREAS**, Prior to recording the Declaration, Declarant recorded the Condominium Plat of Edenton Office Condominium in the Probate Office on April 20, 2007, as Instrument Number 20070410000163960, which has been amended from time to time; and

**WHEREAS**, The Declarant desires to exercise certain Development Rights reserved specially to the Declarant under Section 4.05 of the Declaration in order to withdraw from the Condominium Property certain real estate owned by Declarant; and

**WHEREAS**, Pursuant to Section 35-8A-210 of the Act, a declarant of a condominium may exercise development rights reserved under Section 35-8A-205(a)(8) of the Act by preparing, executing and recording an amendment to the condominium declaration; and

**WHEREAS**, Section 2.02(b) of the Declaration provides that Declarant “shall have the unilateral right, privilege and option from time to time at any time (subject to the provisions of this Declaration) to amend this Declaration without the consent of any Unit Owner or any other Person in order to exercise any Development Rights and Special Declarant Rights so long as said amendment complies with the requirements of the Act”; and

**WHEREAS**, Pursuant to Section 35-8A-210 of the Act and Section 4.05 of the Declaration, Declarant may amend the Declaration to withdraw real estate from the Condominium Property by preparing, executing and recording an amendment to the Declaration.

### **AGREEMENT**

**NOW THEREFORE**, in consideration of these recitals, the Act and the Declaration, Declarant does hereby amend the Declaration with this Amendment as follows:

1. **Withdrawal of Real Estate From Condominium Property.** The Declaration is hereby amended to withdraw from the Condominium Property that certain real estate described on Schedule 1 attached hereto and incorporated herein for all purposes (the “Withdrawn Real Estate”). From and after the date of this Amendment, the Condominium Property shall not include any of the Withdrawn Real Estate.

2. **Amended and Restated Exhibit A of the Declaration.** Exhibit A of the Declaration is hereby declared null and void and is deleted from the Declaration in its entirety, and an Amended and Restated Exhibit A of the Declaration is hereby substituted in lieu thereof, which Amended and Restated Exhibit A is attached hereto and incorporated herein for all purposes. Said Amended and Restated Exhibit A describes the real estate comprising the Condominium Property, as amended in accordance with this Amendment.

3. **Reservation by Declarant of Easements.** Declarant does hereby establish and reserve for itself, and its successors and assigns, permanent, perpetual and non-exclusive access and utility easements over, across, through and upon the real estate described on Schedule II attached hereto and incorporated herein for all purposes (the “Easement Area”), for the purposes of exercising any Development Rights or Special Declarant Rights with respect to the Easement Area to benefit the Withdrawn Real Estate, and making and constructing improvements on the Withdrawn Real Estate, which easements are more particularly described in that certain Declaration of Access and Utility Easements being recorded by Declarant simultaneously herewith.

4. **Remainder of Declaration to Remain in Full Force and Effect.** Except as hereinabove specifically modified by this Amendment, all of the terms, provisions and conditions of the Declaration shall remain in full force and effect.

**[signature page to follow]**



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Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, Declarant has caused this Second Amendment to Declaration of Edenton Office Condominium to be executed this \_\_\_\_\_ of January, 2010.

**DECLARANT:**

**CAHABA BEACH INVESTMENTS, LLC**

By: [Signature]  
Name: Jonathan Belcher  
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 JONATHAN BELCHER, whose name as PRESIDENT of CAHABA BEACH INVESTMENTS, LLC, an Alabama limited liability company, 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/she, as such PRESIDENT of CAHABA BEACH INVESTMENTS, LLC, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this 15<sup>th</sup> day of January, 2010.

[Signature]  
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

4-22-12



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**CONSENT BY MORTGAGEE**

Compass Bank, a banking corporation organized under the laws of the State of Alabama (the "Mortgagee"), does hereby consent to this Second Amendment to Declaration of Edenton Office Condominium. Nothing contained herein shall be deemed or construed to make the Mortgagee the Declarant under the Declaration, this Amendment or the Condominium.

Acknowledged and agreed this 14<sup>th</sup> day of ~~September, 2009.~~ January, 2010

**COMPASS BANK**

By: [Signature]

Name: BEN C. HENDRIX

Its: SR 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 Ben C. Hendrix, whose name as SR. V. P. of COMPASS BANK, an Alabama state banking 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/she, as such officer of COMPASS BANK, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 14<sup>th</sup> day of January, 2010 ~~September, 2009.~~

B. Ann Moore

**MY COMMISSION EXPIRES  
NOVEMBER 6, 2010**

  
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**SCHEDULE 1**  
**TO AMENDMENT**

(Description of Real Estate Withdrawn From Condominium Property)

A parcel of land located in the Northwest 1/4 of the Northwest 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 3" capped pipe locally accepted as the N.W. corner of said Section 31; thence S 00°00'00" W and along the West line of said Section 31 a distance of 165.05 feet; thence S 00°03'08" W along the West line of said Section 31 a distance of 160.19 feet to the POINT OF BEGINNING; thence continuing along the last described course for a distance of 354.32 feet; thence leaving said Section line S 89°13'30" E a distance of 133.56 feet; thence S 00°05'41" E a distance of 328.01 feet; thence S 89°14'40" E a distance of 396.07 feet; thence N 14°35'30" E a distance of 189.66 feet; thence N 14°16'46" E a distance of 164.58 feet; thence N 14°28'55" E a distance of 164.45 feet; thence N 01°05'27" E a distance of 84.40 feet; thence N 43°54'32" W a distance of 37.89 feet; thence N 01°15'05" E a distance of 77.65 feet; thence N 88°44'55" W a distance of 153.49 feet; thence S 01°15'05" W a distance of 203.22 feet; thence N 88°44'55" W a distance of 163.00 feet; thence N 01°15'05" E a distance of 206.80 feet to the beginning of a curve to the right, said curve having a radius of 405.00 feet, a central angle of 17°05'57", a chord length of 120.42 feet and a chord bearing of N 72°34'32" W; thence run along the arc of said curve a distance of 120.87 feet; thence S 33°15'08" W a distance of 58.56 feet; thence N 89°56'52" W a distance of 173.02 feet to the POINT OF BEGINNING.

Said parcel containing 7.97 Acres, more or less.

  
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**AMENDED AND RESTATED EXHIBIT "A"**  
**TO DECLARATION**

(Description of Parcel)

A parcel of land located in the Northwest 1/4 of the Northwest 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

BEGIN at a 3" capped pipe locally accepted as the N.W. corner of said Section 31; thence S 88°43'24" E along said North line of Section 31 a distance of 664.76 feet; thence leaving said Section line S 02°32'28" E, a distance of 164.89 feet; thence S 88°31'18" E a distance of 55.23 feet; thence S 01°11'25" W a distance of 84.00 feet; thence S 88°44'55" E a distance of 249.38 feet to a point on the Westerly right-of-way of Cahaba Beach Road; thence S 15°40'56" W along said right-of-way a distance of 169.35 feet; thence leaving said right-of-way N 88°49'35" W a distance of 268.20 feet; thence N 43°54'32" W a distance of 37.89 feet; thence N 01°15'05" E a distance of 77.65 feet; thence N 88°44'55" W a distance of 153.49 feet; thence S 01°15'05" W a distance of 203.22 feet; thence N 88°44'55" W a distance of 163.00 feet; thence N 01°15'05" E a distance of 206.80 feet to the beginning of a curve to the right, said curve having a radius of 405.00 feet, a central angle of 17°05'57", a chord length of 120.42 feet and a chord bearing of N 72°34'32" W; thence run along the arc of said curve a distance of 120.87 feet; thence S 33°15'08" W a distance of 58.56 feet; thence N 89°56'52" W a distance of 173.02 feet to a point on the West line of said Section 31; thence N 00° 03'08" E along the West line of said Section 31 a distance of 160.19 feet; thence N 00°00'00" E and along the West line of said Section 31 a distance of 165.05 feet to the POINT OF BEGINNING.

Said parcel containing 6.75 Acres, more or less.

  
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