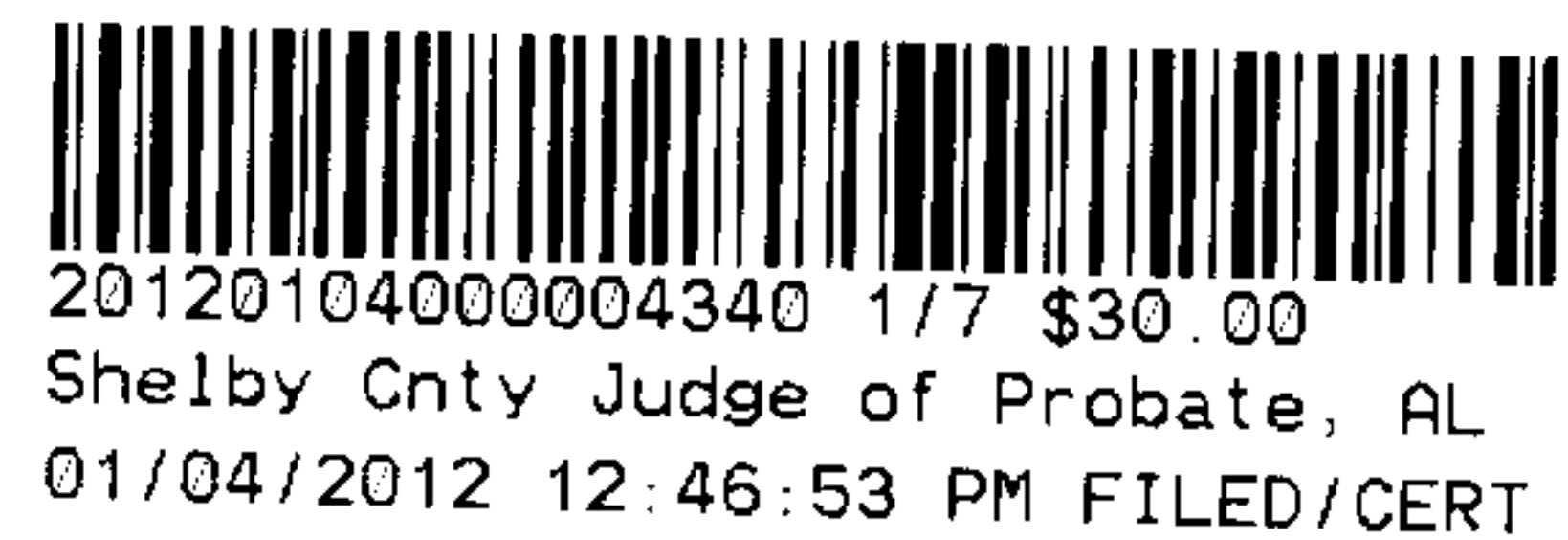


*This instrument was prepared by  
and when recorded return to:*  
Claude McCain Moncus, Esq.  
CORLEY MONCUS, P.C.  
728 Shades Creek Parkway, Suite 100  
Birmingham, AL 35209



AMENDMENT NO. 3 TO DECLARATION OF PROTECTIVE COVENANTS  
FOR  
LEE BRANCH CORPORATE CENTER

This Amendment No. 3 to Declaration of Protective Covenants for Lee Branch Corporate Center (this "Amendment") is made as of the 22<sup>nd</sup> day of December, 2011, by and between:

**Pinnacle Lee Branch Holdings, LLC**, an Alabama limited liability company ("Pinnacle") as the owner of Lots 4A, 5A, 6, 7, 8, 9, 10 and 11, according to the 1<sup>st</sup> Revision of the Amendment Map of Lee Branch Corporate Center, as recorded in Map Book 28, Page 58, in the Probate Office of Shelby County, Alabama, and Parcel 1B, according the Resubdivision of Parcel 1A, 1<sup>st</sup> Revision of the Amended Map of Lee Branch Corporate Center, as recorded in Map Book 30, Page 132, in the Probate Office of Shelby County, Alabama;

**Eddie Randall Griffin**, an individual ("Griffin") as the owner of Parcel 2B, according to the resurvey of 1<sup>st</sup> Revision of the Amended Map of Lee Branch Corporate Center recorded in Map Book 30, Page 132, in the Probate Office of Shelby County, Alabama (the "Griffin Property");

**DTC Enterprises, LLC**, an Alabama limited liability company ("DTC") as the owner of Lot 3A, according to the Survey of 1<sup>st</sup> Revision of the Amended Map of Lee Branch Corporate Center, as recorded in Map Book 28, page 58, in the Probate Office of Shelby County, Alabama (the "DTC Property"); and

**119 Office Condo, LLC**, an Alabama limited liability company ("119") as the owner of Parcel 2A of that certain map entitled to the Survey of 1<sup>st</sup> revision of the Amended Map of Lee Branch Corporate Center, as recorded in Map Book 28, Page 58 in the Probate Office of Shelby County, Alabama (the "119 Property").

RECITALS

AIG Baker Lee Branch, L.L.C., a Delaware limited liability company ("AIG Baker") as the owner of all of the real property described in Plat of the Lee Branch Corporate Center (the "Development") and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 26, Page 33, as amended in Map Book 26, Page 109, and as further amended by the Survey of 1<sup>st</sup> Revision of the Amended Map of Lee Branch Corporate Center, filed as recorded



in Map Book 28, page 58, and again amended by the Resubdivision of Parcel 1A, 1<sup>st</sup> Revision of the Amended Map of Lee Branch Corporate Center, as recorded in Map Book 30, Page 132 in the Probate Office of Shelby County, Alabama, filed a Declaration of Protective Covenants (the "Declaration") at Instrument No. 2000-05486 on February 22, 2000. AIG Baker as the Developer, and as provided in the Declaration, filed on July 5, 2006, Amendment No. 1 to Declaration of Protective Covenants for Lee Branch Corporate Center ("Amendment No. 1") with the Probate Office of Shelby County, Alabama, at Instrument No. 20060705000319340, and as amended by Amendment No. 2 to Declaration of Protective Covenants for Lee Branch Corporate Center ("Amendment No. 2") filed on December 22, 2011 with the Probate Office of Shelby County, Alabama, at Instrument No. 20111222000388600.

Pinnacle is the successor Developer under the Declaration by virtue of that certain Assignment of Development Rights with an Effective Date of July 21, 2011 (although dated December 2, 2011), and recorded at Inst.# 20111222000388590 on December 22, 2011, in the Probate Office of Shelby County, Alabama.

Pinnacle, Griffin, DTC and 119 are all the current owners of lots or parcels located in the Lee Branch Corporate Center, and are desirous of amending and modifying the Declaration and the Amendment No 1 to the Declaration.

Pinnacle, Griffin, DTC and 119 have unanimously agreed to waive written notice of a special meeting to consider the approval of this Amendment, and further waive the requirement of transmission of a copy of this Amendment.

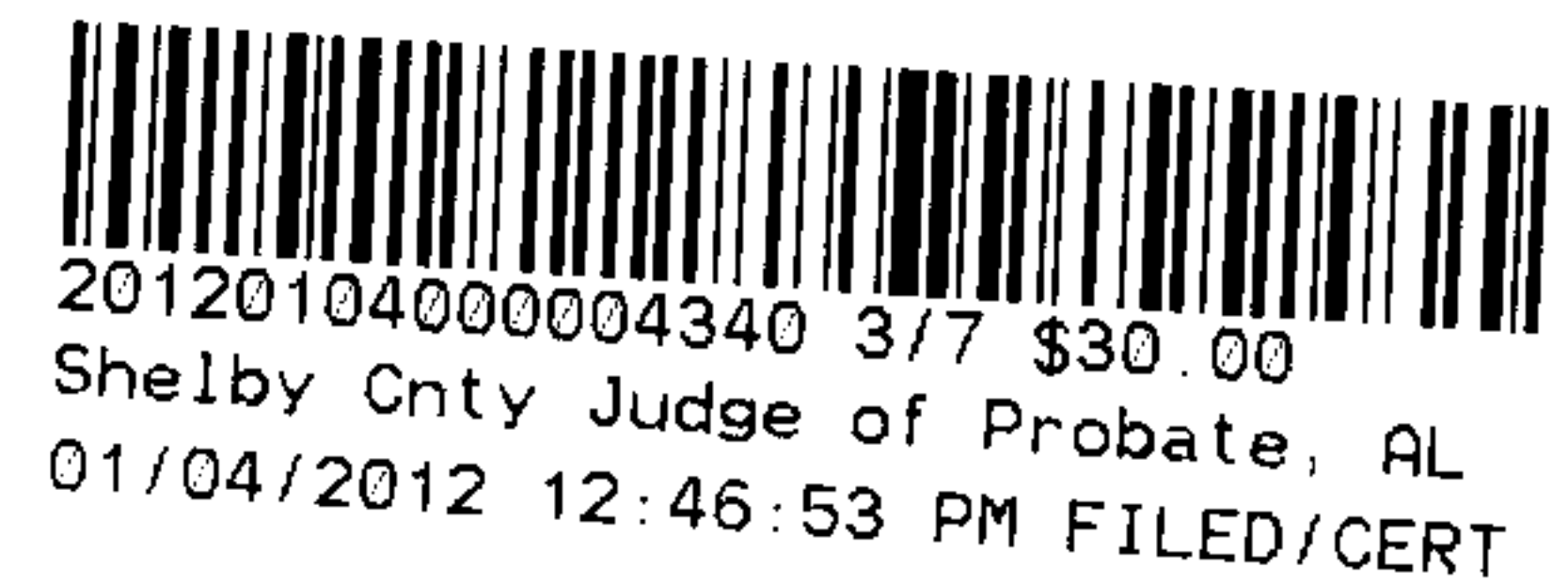
NOW THEREFORE, in consideration of the premises, and the mutual covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and covenant as follows:

1. Section 1.03, Article I, Definitions, "Associations," is hereby deleted in its entirety and the following substituted in lieu thereof:

"Section 1.03 "**Association**" shall mean and refer to LEE BRANCH COMMERCIAL OWNERS' ASSOCIATION, INC., an Alabama nonprofit corporation, as well as its successors and assigns (the "Association"). Any reference to Association in the Declaration of Protective Covenants, as amended, shall be deemed to mean LEE BRANCH COMMERCIAL OWNERS ASSOCIATION, INC. "

2. Pinnacle, Griffin, DTC and 119 hereby unanimously waive written notice of a special meeting to consider the approval of this Amendment, and further waive the requirement of transmission of a copy of this Amendment.

3. **Force and Effect of Amendment.** Except as specifically amended, modified or supplemented as set forth in this Amendment, the Declaration, as amended by Amendment No. 1, and as further amended by Amendment No. 2, remains in full force and effect.



4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The failure of any party hereto to execute this Amendment or any counterpart hereof, shall not relieve the other signatories from their obligation hereunder. The parties hereto agree that their electronically transmitted signatures on this Amendment shall have the same effect as manually transmitted signatures, and further agree that electronic documents shall have the same effect as originals of the same.

5. **Entire Agreement.** This Amendment sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relative to such subject matter.

**IN WITNESS WHEREOF,** the parties hereto have caused this Amendment to be executed as of the day and year first written above.

*[Signature pages to follow]*




*Signature page to Amendment No. 3 to Declaration of Protective Covenants for Lee Branch Corporate Center*

**PINNACLE:**

**PINNACLE LEE BRANCH  
HOLDINGS LLC,**  
an Alabama limited liability company

By: **P. I. HOLDINGS NO. 1, INC.,**  
a Texas corporation,  
its sole member


By:   
Name: Cam Colvert  
Title: V.P.

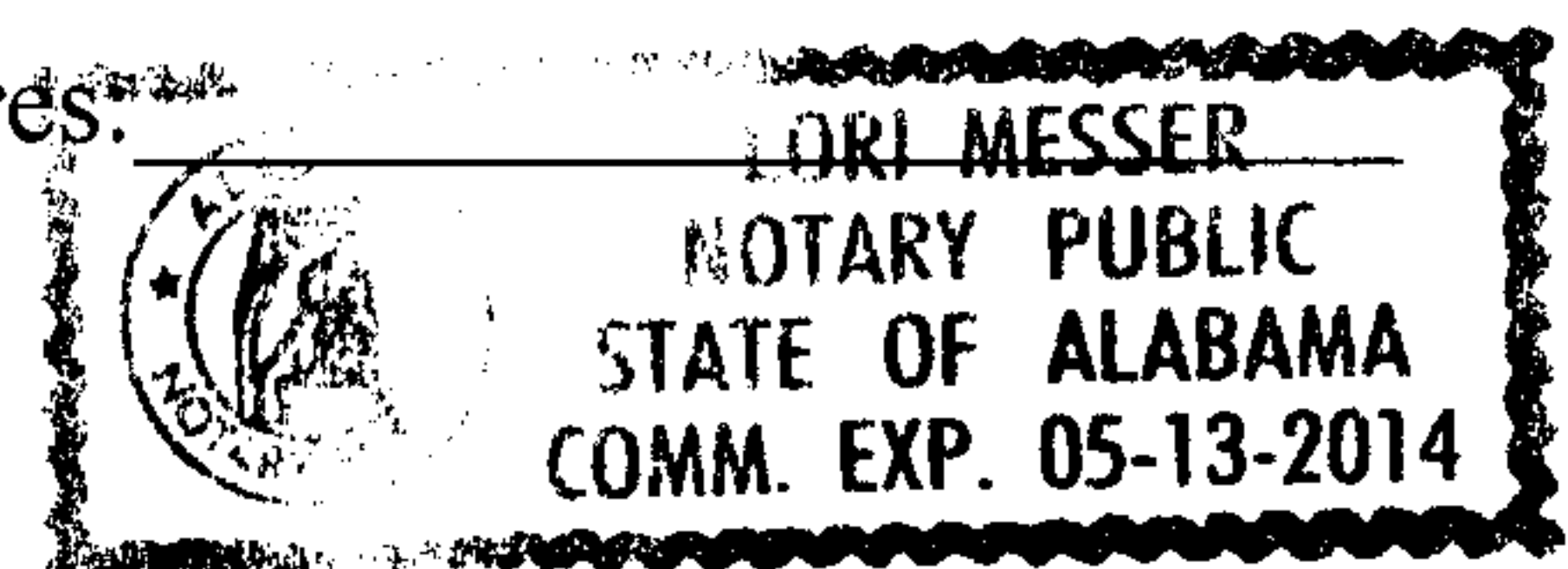
STATE OF Alabama  
COUNTY OF Jefferson

I, Lori Messer, a notary public in and for said county in said state,  
hereby certify that Cam Colvert, whose name as VP  
of **P. I Holdings No. 1, Inc.**, a Texas corporation, as the sole member of **PINNACLE LEE  
BRANCH HOLDINGS 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 such instrument, (s)he, in such capacity and with full authority, executed the same  
voluntarily for and as the act of said corporation, as the sole member of said limited liability  
company.

Given under my hand and official seal this the 19 day of December, 2011.

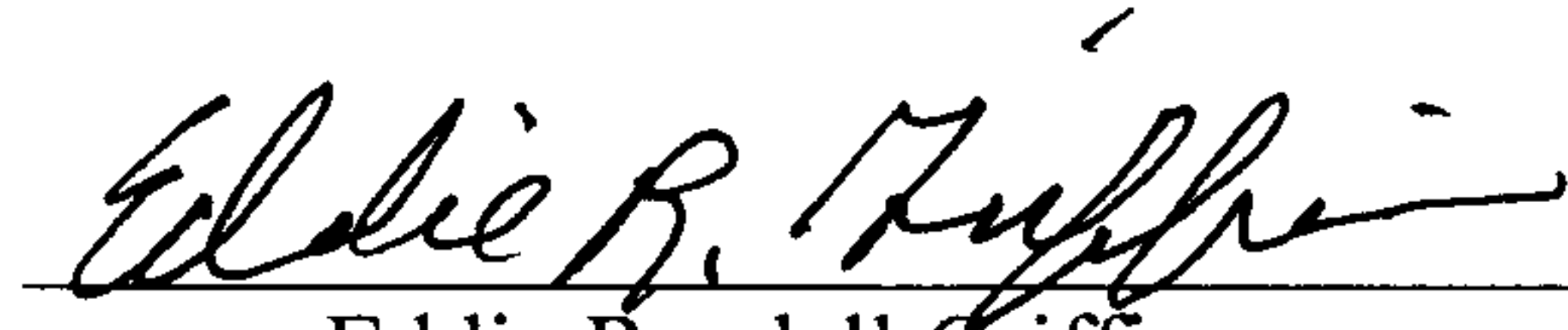
[NOTARY SEAL]

  
NOTARY PUBLIC  
My commission expires:



*Signature page to Amendment No. 3 to Declaration of Protective Covenants for Lee Branch Corporate Center*

**GRIFFIN:**

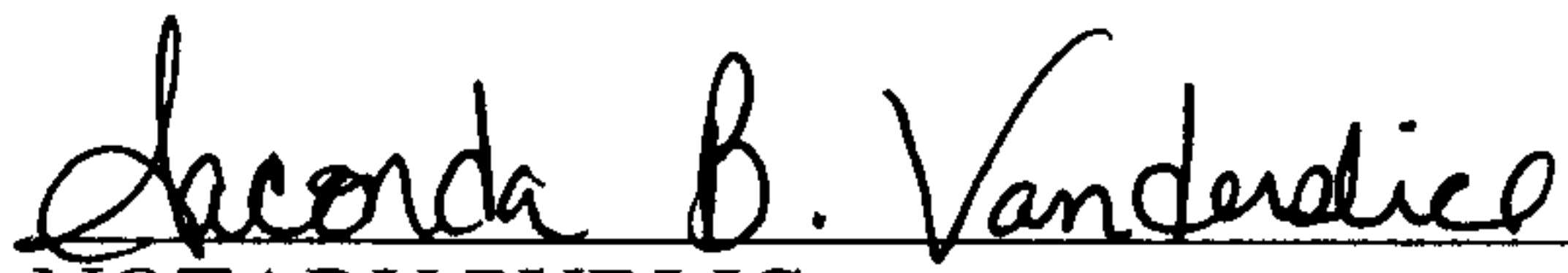
  
Eddie Randall Griffin

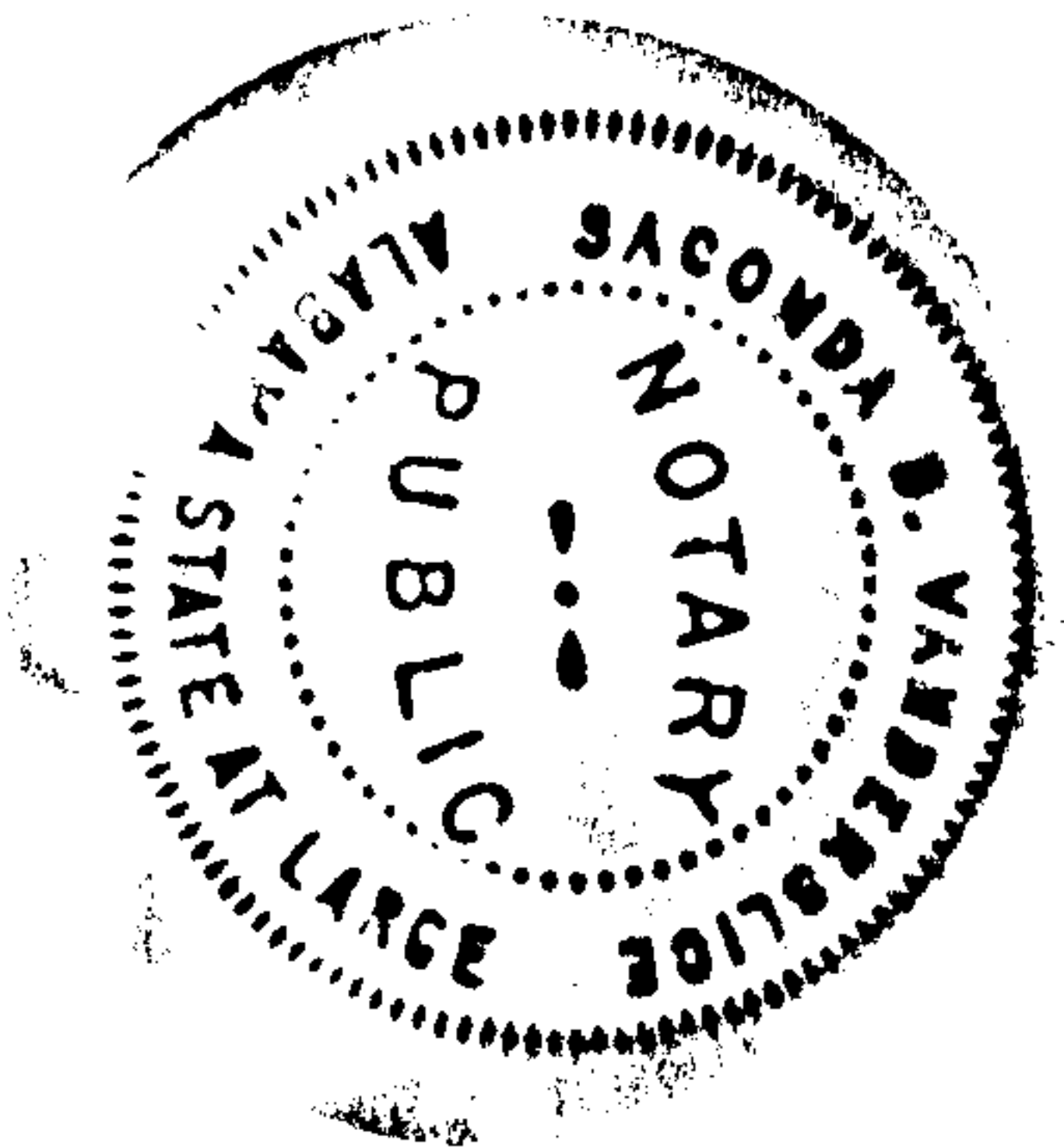
STATE OF ALABAMA                     )  
   :  
COUNTY OF Shelby                     )

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

Given under my hand and official seal this the 22 day of December, 2011.

[NOTARY SEAL]

  
NOTARY PUBLIC  
My commission expires: Dec. 8, 2014



NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 8, 2014  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

*Signature page to Amendment No. 3 to Declaration of Protective Covenants for Lee Branch Corporate Center*

**DTC:**

**DTC Enterprises, LLC**, an Alabama limited liability company

By: \_\_\_\_\_

Name: TODD CUNG

Title: MEMBER

STATE OF ALABAMA )

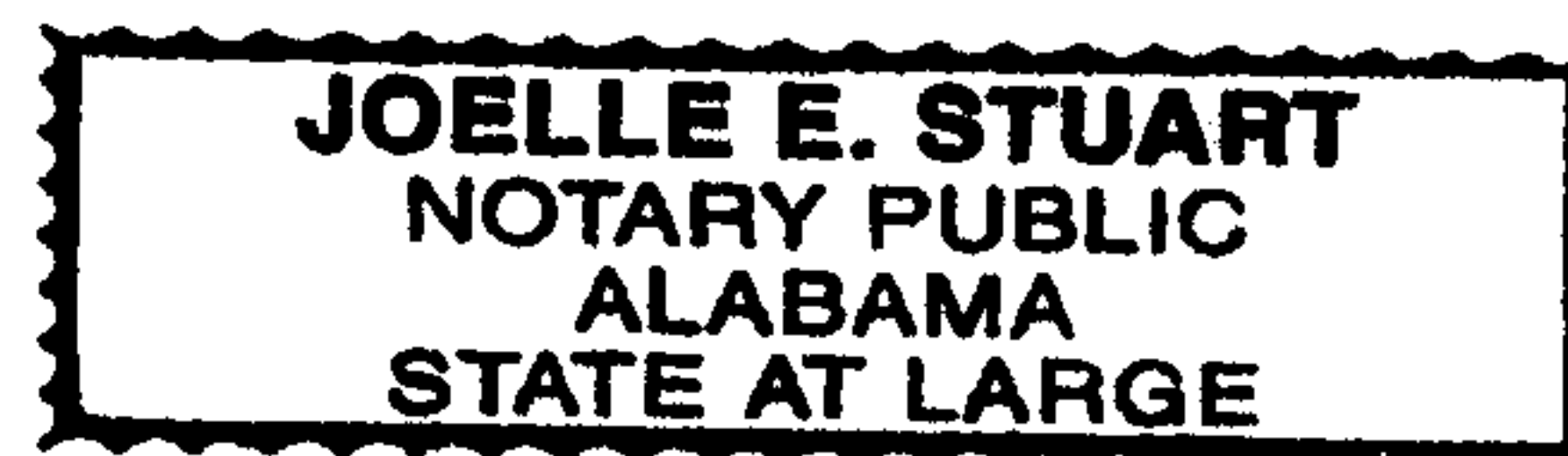
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Todd Cung, whose name as Member of DTC Enterprises, 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, \_\_\_\_\_, in \_\_\_\_\_ capacity as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said company on the same that bears date.

Given under my hand and official seal this the 21<sup>st</sup> day of December, 2011.

[NOTARY SEAL]

Joelle E Stuart  
NOTARY PUBLIC  
My commission expires: 08/15/2012







201201040000004340 7/7 \$30.00  
Shelby Cnty Judge of Probate, AL  
01/04/2012 12:46:53 PM FILED/CERT

*Signature page to Amendment No. 3 to Declaration of Protective Covenants for Lee Branch Corporate Center*

**119:**

**119 Office Condo, LLC**, an Alabama  
limited liability company

By:

Name:

Title:

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Issac David, whose name as President of 119 Office Condo, 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, \_\_\_\_\_, in \_\_\_\_\_ capacity as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said company on the same that bears date.

Given under my hand and official seal this the 21<sup>st</sup> day of December, 2011.

[NOTARY SEAL]

NOTARY PUBLIC

My commission expires: 08/15/2012

