


STATE OF ALABAMA)
 :
COUNTY OF SHELBY)


20160226000058960 1/3 \$20.00
Shelby Cnty Judge of Probate, AL
02/26/2016 10:30:05 AM FILED/CERT

SECOND AMENDMENT TO RESTRICTIVE AGREEMENT

THIS SECOND AMENDMENT TO RESTRICTIVE AGREEMENT (this "Amendment") is made and entered into as of the 1st day of February 2016 by and between EBSCO INDUSTRIES, INC., a Delaware corporation ("EBSCO"), and the undersigned, BROOK HIGHLAND COMMON PROPERTY ASSOCIATION, INC., an Alabama not-for-profit corporation (the "Association").

WITNESSETH:

EBSCO is the owner of that certain parcel of real property situated on the corner of Brook Highland Parkway and Highway 119 in the City of Birmingham, Shelby County, Alabama (the "Property"), which is more particularly described as follows:

Lot 3B, according to the Survey of Brook Highland Commercial Resurvey No. 1, as recorded in Map Book 23, Page 89 in the Office of the Judge of Probate of Shelby County, Alabama.

The Property is subject to that certain "Restrictive Agreement" which is attached as Exhibit C to that certain deed which is dated December 17, 1999 and which has been recorded as Instrument No. 1999-51735 in said Probate Office, as amended pursuant to that certain "Amendment to Restrictive Agreement" dated March 21, 2002 and recorded as Instrument No. 2002-13482 in said Probate Office (the "Restrictive Agreement").

Pursuant to that certain "Assignment and Assumption of Rights, Duties and Obligations Under Declaration, Watershed Covenants and Restrictive Agreements" dated April 30, 2004 and recorded as Instrument No. 20040615000323410, the rights, duties and obligations of the grantor under the Restrictive Agreement, together with the rights, duties and obligations of other declarants and grantors pursuant to other documents which affect the Property and other lands within the vicinity of the Property, have been transferred and assigned to the Association.


EBSCO and the Association desire to amend Section 3.1 of the Restrictive Agreement to clarify the permitted uses for the Property.

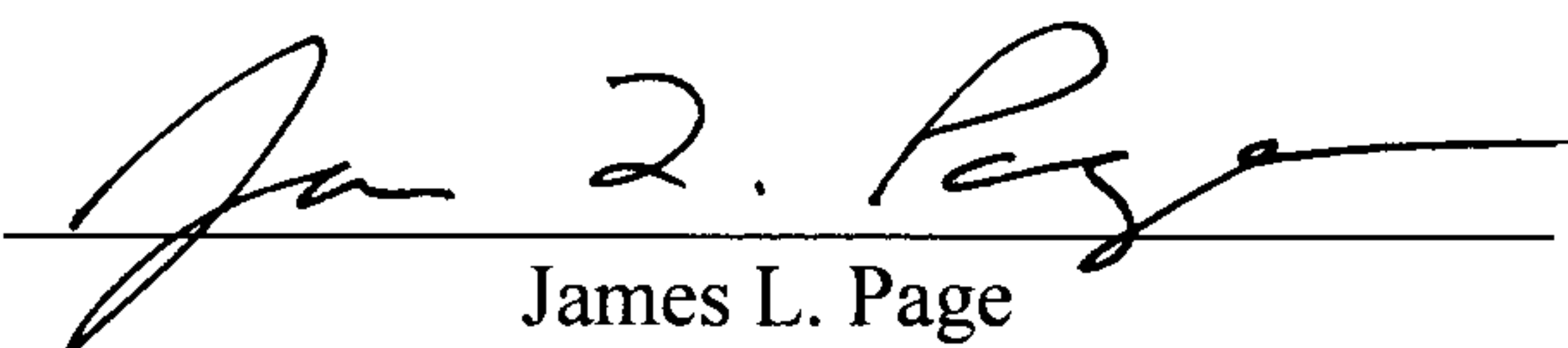
NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, EBSCO and the Association do hereby acknowledge, declare and agree that Section 3.1 of the Restrictive Agreement is hereby deleted in its entirety and the following is substituted in the place and stead thereof:

“3.1 Permitted Uses. The Property may be improved, maintained and occupied solely for office, retail, commercial, residential condominium, and/or multi-family residential uses, including but not limited to apartments for rent, or any combination thereof.”

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

EBSCO Industries, Inc.,
a Delaware corporation

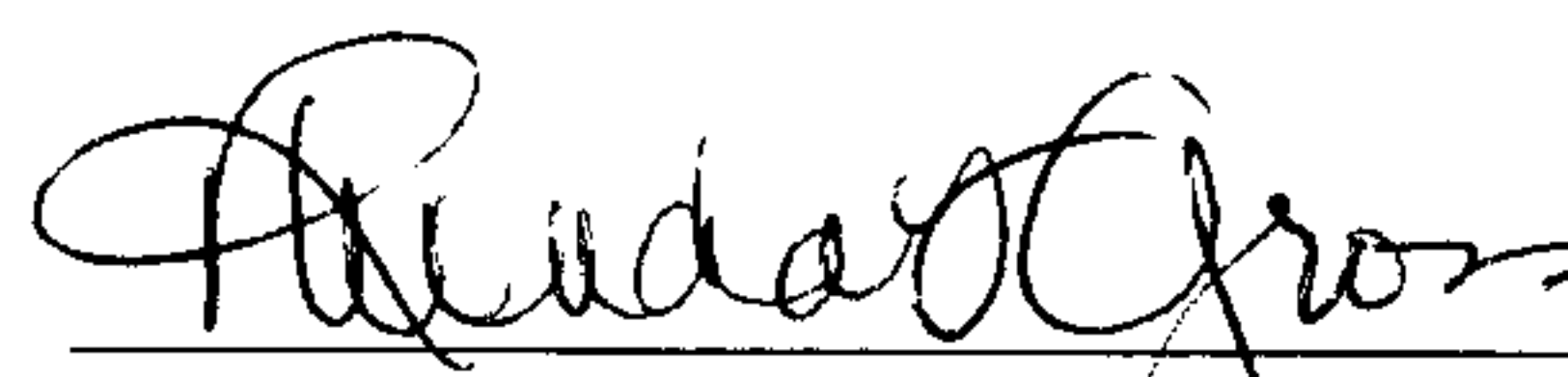

20160226000058960 2/3 \$20.00
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By: 
James L. Page
Its: Vice President

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that JAMES L. PAGE , whose name as Vice President of **EBSCO Industries, Inc.,** a Delaware 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 for and as the act of said corporation.

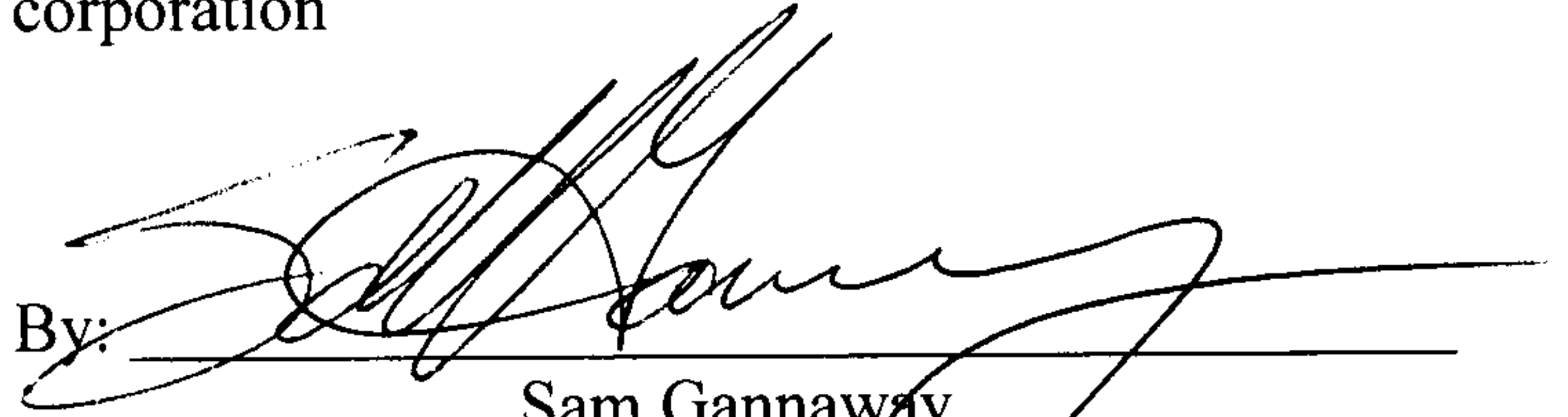
Given under my hand and official seal this 12th day of February, 2016.


Notary Public

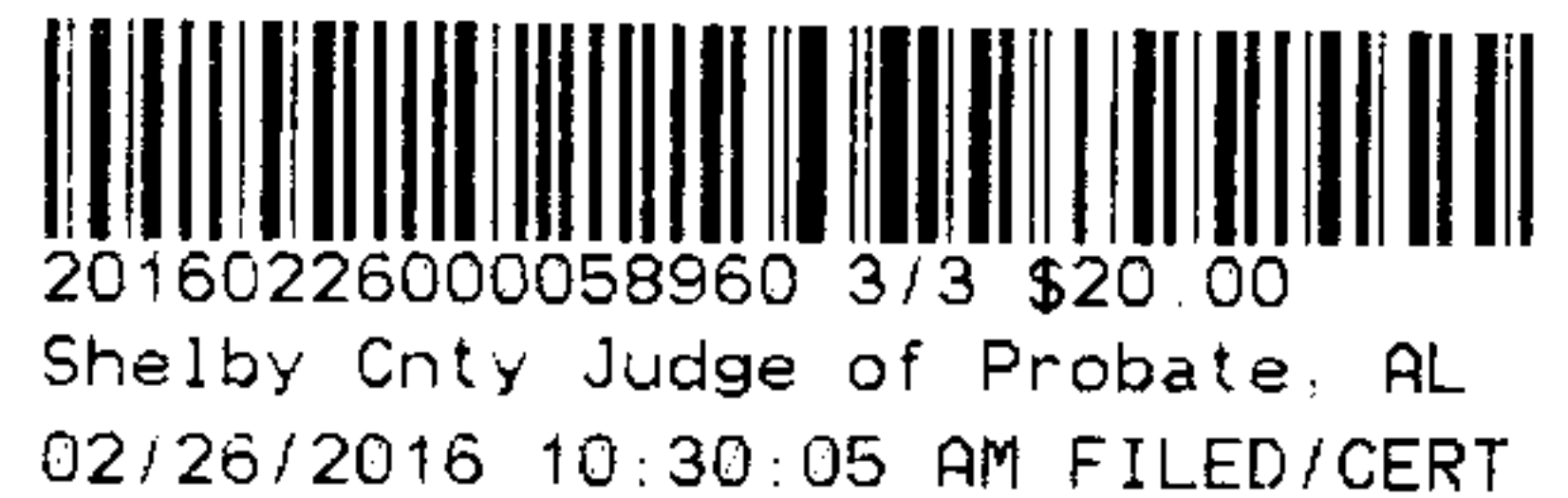
[NOTARIAL SEAL]

My commission expires: 3-2-16

**BROOK HIGHLAND COMMON PROPERTY
ASSOCIATION, INC.,** an Alabama not-for-profit
corporation


By: 
Its: Sam Gannaway
President

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)



I, the undersigned, a notary public in and for said county in said state, hereby certify that Sam Gannaway, whose name as President of BROOK HIGHLAND COMMON PROPERTY ASSOCIATION, INC., an Alabama not-for-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 for and as the act of said corporation.

Given under my hand and official seal this 15th day of February, 2016.



Notary Public

[NOTARIAL SEAL]

My commission expires:

