

STATE OF ALABAMA)

SHELBY COUNTY)

AMENDMENT NO. 6 TO DECLARATION OF EASEMENT AND RESTRICTIONS

This AMENDMENT NO. 6 TO DECLARATION OF EASEMENT AND RESTRICTIONS (this “Amendment”) is made effective as of the 10th day of November, 2023 (the “Effective Date”), by **CYGNUS BHAM, LLC**, a Georgia limited liability company (“Owner”), as successor declarant to AIG Baker East Village, L.L.C.

RECITALS

WHEREAS, Owner is the owner in fee simple of a tract or parcel of land located in the City of Hoover, Shelby County on which a shopping center known as Phase II of the “Lee Branch Shopping Center” and being more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (the “Shopping Center Tract”); and

WHEREAS, AIG Baker East Village, L.L.C. entered into that certain Declaration of Easement and Restrictions dated as of May 26, 2004 and recorded June 1, 2004 as Document Number 20040601000288850, Shelby County Judge of Probate’s Office, as amended by Amendment No. 1 to Declaration of Easement and Restrictions recorded on June 24, 2004 as Document Number 20040624000345520 Amendment to Declaration of Easement and Restrictions was recorded May 11, 2012 as Document Number 20120511000165500, as amended by Amendment No. 3 to Declaration of Easement and Restrictions was recorded January 27, 2014 as Document Number 20140127000026530, as amended by Amendment No. 4 to Declaration of Easement and Restrictions was recorded October 14, 2014 as Document Number 20141014000323410, as amended by Amendment No. 5 to Declaration of Easement and Restrictions was recorded June 15, 2023 as Document Number 20230615000179570 (the “Declaration”); and

WHEREAS, Cygnus Bham, LLC, is the successor declarant and Owner under the Declaration by virtue of its fee simple ownership of the Shopping Center Tract, inclusive of Lot 1A, pursuant to that certain Foreclosure Deed date February 13, 2023, and recorded at Instrument #20230213000038380, Shelby County Judge of Probate’s Office; and

WHEREAS, Owner desires to amend the Declaration as set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and covenants contained in this Amendment, Owner hereby covenants and agrees as follows:

1. Amendment. The Declaration shall be amended as follows:

Building Restrictions on Pad D. With respect to Pad D only, Section 3.2(b) is amended to provide that the Floor Area of any Building constructed, placed or erected on Pad D shall not exceed 8,000 square feet.

2. Defined Terms. Capitalized terms in this Amendment not defined herein shall have the same meaning as in the Declaration.

3. No Further Amendments. Except as amended by this Amendment, the Declaration remains unchanged and in full force and effect pursuant to the terms therein. If there is any conflict between the provisions of the Declaration and the provisions of this Amendment, the provisions of this Amendment shall control.

4. Recordation. This Amendment shall be recorded in the Shelby County Judge of Probate's Office, for the purpose of providing notice to the public, including without limitation, any and all current and future tenants, lessees or occupants of the Property and any and all other parties affected by the Declaration.

5. Severability. The invalidation of any one of the covenants, conditions, restrictions or other provisions herein contained by judgment or court order shall in no way affect the remaining covenants, restrictions or other provisions hereof, and the same shall remain in full force and effect.

6. Authority; No Consents Required. Each party executing this Amendment represents and warrants that it has the full power and authority to execute, deliver, and perform the terms of this Amendment, and that this Amendment has been duly authorized and executed by each party, is the legal, valid and binding obligation of the party, and is enforceable as to the party in accordance with its terms. Owner further represents and warrants that it is the owner of the Shopping Center Tract.

7. Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the State of Alabama.

[Remainder of page left intentionally blank.]

[Signatures on following page.]

IN WITNESS WHEREOF, this Amendment to be executed by Owner effective as of the date first set forth above.

OWNER:

CYGNUS BHAM, LLC,
a Georgia limited liability company

By: John Lyons
Name: John Lyons
Its: Authorized Signer

ACKNOWLEDGMENT FOR OWNER

STATE OF Georgia
COUNTY OF Paulding

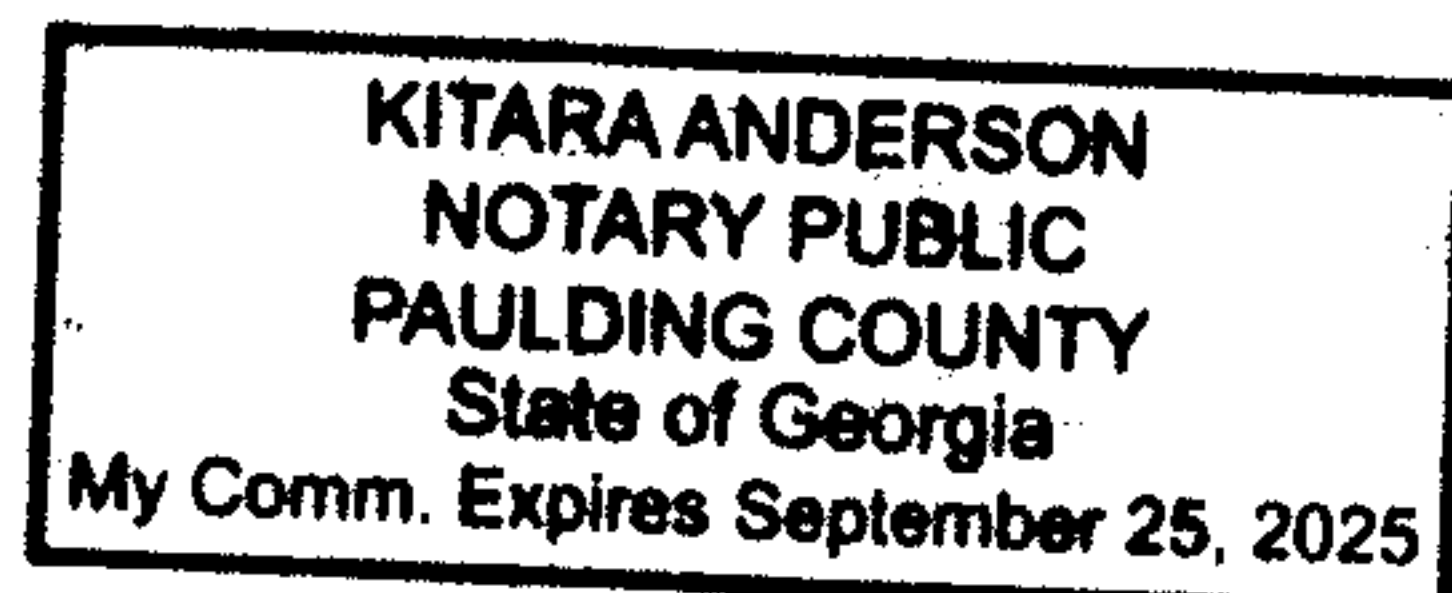
I, a Notary Public in and for, said County, in said State, hereby certify that John Lyons, whose name as Authorized Signer of **CYGNUS BHAM, LLC**, a Georgia limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

Given under my hand and seal this, the 10 day of November, 2023.

[Signature]
Notary Public

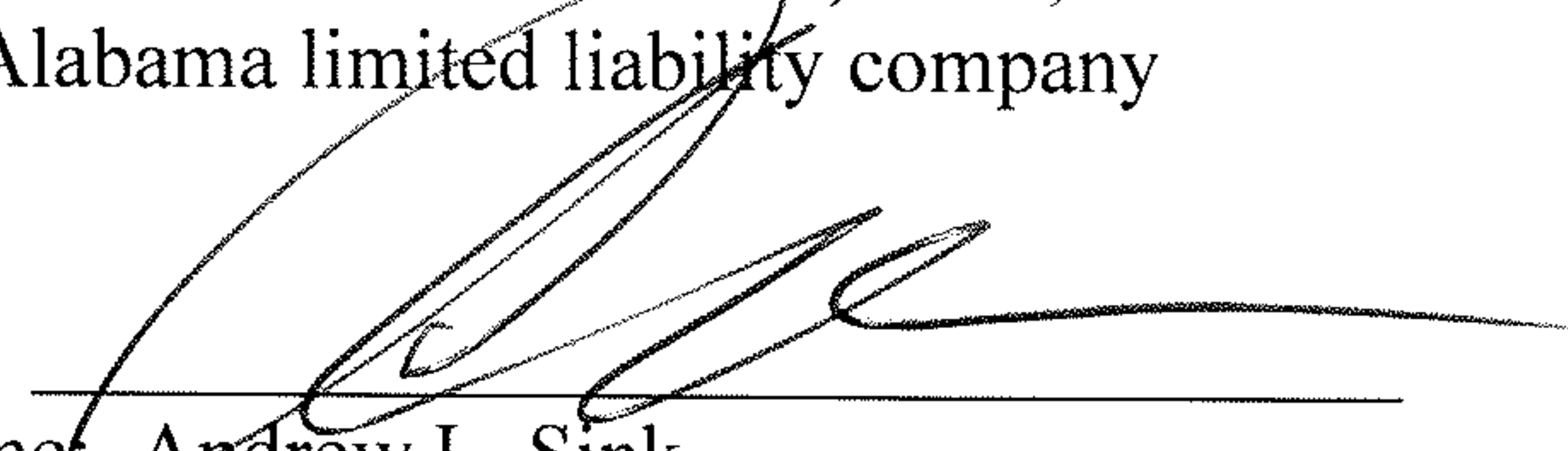
[NOTARIAL SEAL]

My commission expires: 9/25/25



By its execution below, Doug Baker Center, LLC, as Owner of Pad D, hereby consents to the foregoing Amendment, and all modifications to the Declaration contained therein.

DOUG BAKER CENTER, LLC,
an Alabama limited liability company

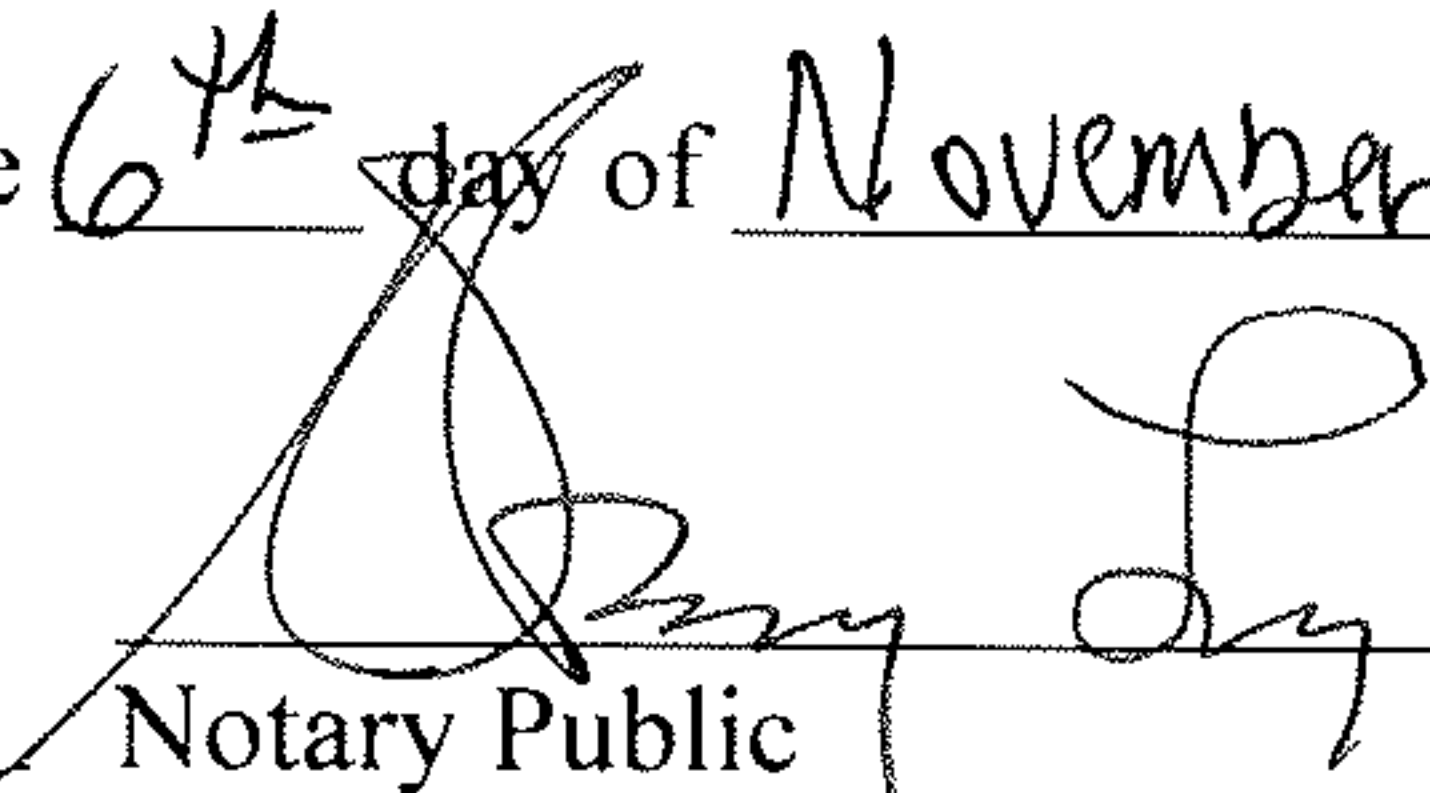
By: 
Name: Andrew L. Sink
Its: Authorized Signatory

ACKNOWLEDGMENT FOR PAD D OWNER

STATE OF ALABAMA)
COUNTY OF Shelby)

I, a Notary Public in and for said County, in said State, hereby certify that Andrew L. Sink whose name as Authorized Signatory of **DOUG BAKER CENTER, LLC**, an Alabama LLC, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and seal this, the 6th day of November, 2023.


Notary Public

[NOTARIAL SEAL]

My commission expires: August 27, 2025

EXHIBIT A

Legal Description of Shopping Center Tract

PARCEL 1:

Lot 1 B, according to the survey of a Resubdivision of The Village at Lee Branch as recorded in Map Book 31, Page 130A and 130B, in the Probate Office of Shelby County, Alabama, being a Resubdivision of The Village at Lee Branch Sector I-Revision 1.

PARCEL 2:

Lots 1A, 1B, 1C and 1D according to the Resurvey of Lot 1 of The Village at Lee Branch, Sector 1, Phase 2, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 43, Page 66.

Lots 7 and 8, according to the survey of The Village at Lee Branch Sector 1 -Phase 2, as recorded in Map Book 33, Page 58, in the Probate Office of Shelby County, Alabama, being a Resubdivision of Lot 5A of The Village at Lee Branch Sector 1- Revision 1.

Together with such appurtenant access, easement and other rights which arise or are reserved under and pursuant to the following instrument being more particularly described as follows:

Reciprocal Easement Agreement by and between AIG Baker Brookstone, L.L.C., and Compass Bank, dated August 26, 2003, filed for record August 27, 2003 at 10:47 a.m., recorded as Instrument Number: 20030827000569990 in the Probate Office of Shelby County, Alabama. Reciprocal Easement Agreement with Covenants, Conditions and Restrictions dated June 30, 2003 and recorded July 1, 2003 as Document Number 20030701000412990 made by and between AIG Baker Brookstone, LLC and Lee Branch, LLC.

Cost-Sharing Agreement dated as of January 1, 2014 and recorded September 17, 2014 as Document Number 20140917000291230 made by and between Pera Lee Branch, Inc. and Rushmore Lee Branch, LLC.

Declaration of Easement and Restrictions dated as of May 26, 2004 and recorded June 1, 2004 as Document Number 20040601000288850 made by AIG Baker East Village, LLC, as amended by Amendment No. 1 to Declaration of Easement and Restrictions was recorded June 24, 2004 as Document Number 20040624000345520 Amendment to Declaration of Easement and Restrictions was recorded May 11, 2012 as Document Number 20120511000165500 as amended by Amendment No. 3 to Declaration of Easement and Restrictions was recorded January 27, 2014 as Document Number 20140127000026530 as amended by Amendment No.

4 to Declaration of Easement and Restrictions was recorded October 14, 2014 as Document Number 20141014000323410.

Agreement of Covenants, Conditions and Restrictions and Grant of Easements dated June 21, 2004 and recorded June 24, 2004 as Document Number 20040624000345530 made by AIG Baker East Village, LLC, as amended by First Amendment to Agreement of Covenants, Conditions and Restrictions and Grant of Easement dated September 3, 2013 and recorded September 13, 2013 as Document Number 20130913000372210.

To the extent that an interest in real property is created, Declaration of Limited Use Restrictions dated June 29, 2007 and recorded July 2, 2007 as Document Number 20070702000309430 made by and between AIG Brookstone, LLC and AIG Baker East Village, LLC. (Parcel 2)

To the extent and interest in Real Property is created, Agreement regarding maintenance obligation for PAD C - The Village at Lee Branch - Phase II dated as of June 21, 2004 and recorded June 24, 2004 as Document Number 20040624000345540 made by AIG Baker East Village, LLC.

EXHIBIT B

Legal Description of Pad D Tract

Parcel I

Lot 3, of the Village at Lee Branch Sector 1 – Phase 2 as recorded in Map Book 33, Page 58, being a re-subdivision of Lot 5A of The Village at Lee Branch Sector 1 – Revision 1 as recorded in Map Book 31, Page 130A and 130B, in the Probate Office of Shelby County, Alabama.

Parcel II

Together with those certain non-exclusive easements for the benefit of Parcel 1 for the purpose of ingress, egress, parking, utilities and drainage, as created by that certain agreement of covenants, conditions and restrictions and grant of easements, dated June 21, 2004, recorded under Instrument Number 20040624000345530 over, under and across the property described therein.



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/13/2023 09:16:16 AM
\$44.00 PAYGE
20231113000331750**

Allie S. Bayl