

EXHIBIT B

This Instrument Prepared By:

✓ Walter H. Monroe, III, Esq.
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 2001 Park Place
 Birmingham, Alabama 35203

STATE OF ALABAMA)
)
 SHELBY COUNTY)

Inst # 1994-30788

10/10/1994-30788
 02:41 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 004 MCD 16.00

AMENDMENT TO RESTRICTIVE COVENANTS

This AMENDMENT TO RESTRICTIVE COVENANTS (the "Amendment"), is made this 28 day of June, 1994, by and between Lake Woodmere, Inc., an Alabama corporation ("LWI"), and Randall H. Goggans, an individual residing at 5350 DOUBLE OAK LANE, in SHELBY COUNTY, Alabama ("Goggans");

WITNESSETH:

WHEREAS, the shareholders of LWI, at annual meeting of the shareholders of LWI held on June 5, 1994, authorized and directed the board of directors and officers of LWI to issue to Goggans one (1) share of the Class B Common Stock, par value \$.01 per share (the "Class B Common Stock"), of LWI;

WHEREAS, for and in consideration of such share of Class B Common Stock, Goggans has agreed to pay two hundred dollars (\$200.00) to the corporation and to subject that certain 20-acre or more parcel of real property, the legal description of which is set forth at Exhibit A to this Amendment (the "Goggans Property"), to any and all restrictive covenants (the "Restrictive Covenants") applicable to other parcels of real property that adjoin Lake Woodmere in Shelby County and that are individually owned by the other shareholders of LWI, including, without limitation, those restrictive covenants set forth in an instrument recorded in Deed Book 200, page 207; an instrument recorded in Deed Book 200, page 269; an instrument recorded in Deed Book 204, Page 206, and as amended by an instrument recorded in Deed Book 226, Page 619; an instrument recorded in Deed Book 243, Page 117; an instrument recorded in Deed Book 252, Page 767 and Instrument No. 1993-14510.

WHEREAS, LWI desires to amend the Restrictive Covenants to include the Goggans Property in the legal description of the property subject to the Restrictive Covenants, and Goggans desires to subject the Goggans Property to the Restrictive Covenants;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, LWI and Goggans do hereby agree as follows:

Section 1. Amendment of the Restrictive Covenants. The legal description of the real property subject to the Restrictive Covenants is hereby amended to include the legal description of the Goggans Property as set forth in Exhibit A to this Amendment. Except as expressly amended by this Section 1, all other terms and conditions of the Restrictive Covenants shall remain in full force and effect.

Section 2. Successors in Interest. LWI and Goggans hereby agree that the Restrictive Covenants shall be binding upon, and inure to the benefit of, and be enforceable by LWI and its successors, designees and assigns, and by Goggans and all subsequent owners or holders of any right, title or interest in the Goggans Property.

Section 3. Waiver, Modification and Amendment. No waiver, modification, or amendment of this Amendment or any of the Restrictive Covenants shall be effective unless such waiver, modification or amendment is in a written instrument signed by LWI.

LAKE WOODMERE, INC.

By: Andrew William Russo

Its: President

Randall H. Goggans
Randall H. Goggans

STATE OF ALABAMA)
:
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Andrew Russo, whose name as president of Lake Woodmere, Inc., a corporation, is signed to the foregoing Amendment to Restrictive Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment to Restrictive Covenants, 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 seal of office this 28th day of July, 1994

Walter D. Monwe
Notary Public

[NOTARIAL SEAL]

My commission expires: 11/3/97

STATE OF ALABAMA)
:
SHELBY COUNTY)

I, the undersigned, hereby certify that Randall H. Goggans, whose name is signed to the foregoing Amendment to Restrictive Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment to Restrictive Covenants, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 28 day of JULY, 1994

g. T. M.
Notary Public

[NOTARIAL SEAL]

My commission expires: 3.1.98

EXHIBIT "A"

A parcel of land situated in the SW 1/4 of the NE 1/4 of Section 11, Township 21 South, Range 2 West in Shelby County, Alabama and being more particularly described as follows:

BEGIN at the SW corner of the SW 1/4 of the NE 1/4 of Section 11, Township 21 South, Range 2 West; thence N 3 deg. 19'22" W along the western line of said 1/4-1/4 section a distance of 1384.61' to the NW corner of said 1/4-1/4 section; thence S 89 deg. 54'44" E along the northern line of said 1/4-1/4 section a distance of 793.64'; thence S 3 deg. 19'22" E a distance of 1364.61' to the southern line of said 1/4-1/4 section; thence S 88 deg. 38'42" W along the southern line of said 1/4-1/4 section a distance of 792.70' to the Point of Beginning.

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