

This instrument was prepared by: Clayton T. Sweeney
Attorney At Law
2700 Hwy. 280 East, Suite 290E
Birmingham, Alabama 35223

Inst # 1995-28543

State of Alabama)
County of Shelby)

FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR
GRANDE VIEW ESTATES, GIVIANPOUR ADDITION TO ALABASTER,
AS RECORDED IN MAP BOOK 19, PAGE 100, AND
GRANDE VIEW ESTATES, GIVIANPOUR ADDITION TO ALABASTER,
1ST ADDITION, AS RECORDED IN MAP BOOK 19, PAGE 101,
IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

KNOW ALL MEN BY THESE PRESENTS THAT,

WHEREAS, South Grande View Development Co., Inc.,
Alabama Corporation has previously filed a Declaration
Protective Covenants and Agreements in the Probate Office of Shelby
County, Alabama, in Instrument # 1995-05892, (the "Original
Declaration") for the benefit of certain real property situated in
Shelby County, Alabama, which is part of a residential subdivision
known as Grande View Estates, and which is more particularly
described in the Plats of the Grande View Estates, Givianpour
Addition to Alabaster and Grande View Estates, Givianpour Addition

10/10/1995-28543
12:15 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 18.50

10/10/1995-28543
12:15 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 18.50

to Alabaster, 1st Addition, as respectively recorded in Map Book 19, at Page 100, and in Map Book 19, Page 101, in the Probate Office of Shelby County, Alabama; Alabama.

WHEREAS, the Declarant desires to amend the Original Declaration in accordance with and pursuant to Section 7.05 of the Original Declaration which permits the Developer to amend or alter the Original Declaration, so long as such amendment does not materially and adversely affect or alter any Owner's right to use his Lot (as defined in the Original Declaration);

NOW THEREFORE, the Declarant hereby amends and alters the Original Declaration as follows:

Paragraph 2.11 is hereby deleted and the following substituted therefor:

Outside air conditioning units may not be located in the front yard or within any side yard adjacent to any street on corner lots. Utility meters shall not be located on the front of a dwelling.

Paragraph 2.16 is hereby deleted and the following substituted therefor:

No automobiles or other vehicles will be stored on any Lot or Common Area or kept on blocks unless in the basement or garage of

a dwelling. Boats, utility trailers, recreational vehicles and travel trailers must not be visible from the street. No tractor trailer trucks, panel vans or other commercial truck in excess of One (1) ton classification shall be parked or stored on any Lot or Common Area.

Paragraph 2.19 is hereby deleted and the following substituted therefor:

Upon the completion of a dwelling, any portion of the front yard which is not left in a natural wooded state will be landscaped with sod and other landscaping approved by the ARC. The side and rear yards may be seeded or sprigged.

Paragraph 2.22 is hereby deleted and the following substituted therefor:

No cantilevered chimney chases shall be allowed on the front of any dwelling, but will be allowed on the sides and rear of dwellings with ARC approval.

Paragraph 2.26, line sixteen (16) beginning at "Each Owner must also plant and maintain at least three (3) flowering trees, a minimum of eight (8) feet in height, visible from the street fronting said dwelling; two (2) of said trees must be pink dogwood

or such other flowering trees designated or approved by the ARC", ending on line twenty (20) is hereby deleted and the following is substituted therefor: "Each Owner must also plant and maintain at least three (3) flowering trees, a minimum of eight (8) feet in height, visible from the street fronting said dwelling as designated or approved by the ARC."

All other terms and conditions of the Original Declaration shall remain in full force and effect unaltered except as amended herein.

Declarant hereby declares that said provisions of the Original Declaration as so amended shall run with the land and be binding upon, and shall inure to the benefit of, the Subject Property and all parties having or acquiring any right, title or interest in and to the Subject Property or any part thereof, and their successors in interest.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the 18th day of October, 1995.

DECLARANT:

South Grande View Development
Co., Inc., an Alabama Corporation

By: C. S. R.

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 Charles S. Givianpour whose name as President of South Grande View Development Co., Inc., an Alabama Corporation, is signed to the foregoing Supplemental Declaration of Protective Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Supplemental Declaration of Protective 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 official seal of office this 10TH day of OCTOBER, 1995.


FRANCES DIANE RICHARDSON
Notary Public

My Commission Expires: 3-10-97

Inst # 1995-28543

10/10/1995-28543
12:15 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 18.50