

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

Inst # 1999-01346

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR LAKE HEATHER ESTATES, A PRIVATE SUBDIVISION**

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR LAKE HEATHER ESTATES, A PRIVATE SUBDIVISION, is made and entered into as of the Effective Date, as hereinafter defined, by and between LAKE HEATHER DEVELOPMENT CO., INC., an Alabama corporation ("Developer"), and METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("Grantor").

RECITALS:

Developer and Grantor have heretofore entered into the Declaration of Protective Covenants for Lake Heather Estates, a Private Subdivision dated as of August 26, 1992 and recorded as Instrument # 1992-18226 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by Amendment thereto dated as of November 4, 1992 and recorded as Instrument # 1992-26078 in said Probate Office (collectively, the "Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

Pursuant to the terms and provisions of Section 14.1 of the Declaration, any amendment to the Declaration must be approved at a meeting of the owners who own not less than two-thirds (2/3) of the total lots within the Subdivision. Such amendment, as adopted by such owners at a meeting of the owners, must be transcribed and certified by the Board of Directors of the Association, as required by the terms and provisions of said Section 14.1 of the Declaration. Pursuant to the terms and provisions of Section 14.1 of the Declaration, no amendments to the Declaration are effective until such amendments have been approved in writing by Grantor.

At the annual meeting of the owners/members of the Association held on December 9, 1997, a minimum of two-thirds of the Owners agreed that the Declaration should be amended in order to provide that Developer should be granted the irrevocable right and authority to appoint and remove three (3) members of the Committee.

Developer, Grantor and the Board desire to set forth herein the amendments to the Declaration adopted at the December 9, 1997 annual meeting of the Association.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Committee Members.** Section 2.2 of the Declaration is hereby amended by (a) deleting the phrase "[b]eginning January 1, 2000" and by substituting in lieu thereof

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the phrase "[a]fter the Withdrawal by Developer, as hereinafter defined" and (b) adding the following thereto:

"Notwithstanding anything provided herein to the contrary, from and after December 9, 1997 and continuing until the occurrence of the Withdrawal, as herein defined, Developer shall have the sole, exclusive and irrevocable right to appoint and remove at any time and from time to time three (3) of the five (5) members of the Committee; provided, however, that Developer may, at any time, provide written notice to the Association stating that Developer desires to waive its right to appoint three (3) of the five (5) members of the Committee (the "Withdrawal"), in which event the Association shall thereafter have the sole and exclusive right to appoint the three (3) members of the five (5) members of the Committee. Notwithstanding anything provided to the contrary in the Declaration, the terms and provisions of this Section 2.2 may not be modified or amended without the express prior written consent and approval of Developer."

2. **Effective Date.** The foregoing amendment to Section 2.2 of the Declaration shall be effective as of the date set forth opposite the signature of Grantor below (the "Effective Date").

3. **Full Force and Effect.** Except as expressly modified and amended herein, all of the terms and provisions of the Declaration shall remain in full force and effect.

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

LAKE HEATHER DEVELOPMENT CO., INC., an
Alabama corporation

Date of Execution:

11-25-98

By:

Its:

President

METROPOLITAN LIFE INSURANCE COMPANY,
a New York corporation

Date of Execution:
(Effective Date)

12-31-98

By:

Its:

Vice President

BA

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 LAKE HEATHER DEVELOPMENT CO., INC., an Alabama 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 with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 25th day of Nov, 1998.


Notary Public

[NOTARIAL SEAL]

My Commission Expires: 05 13 2000

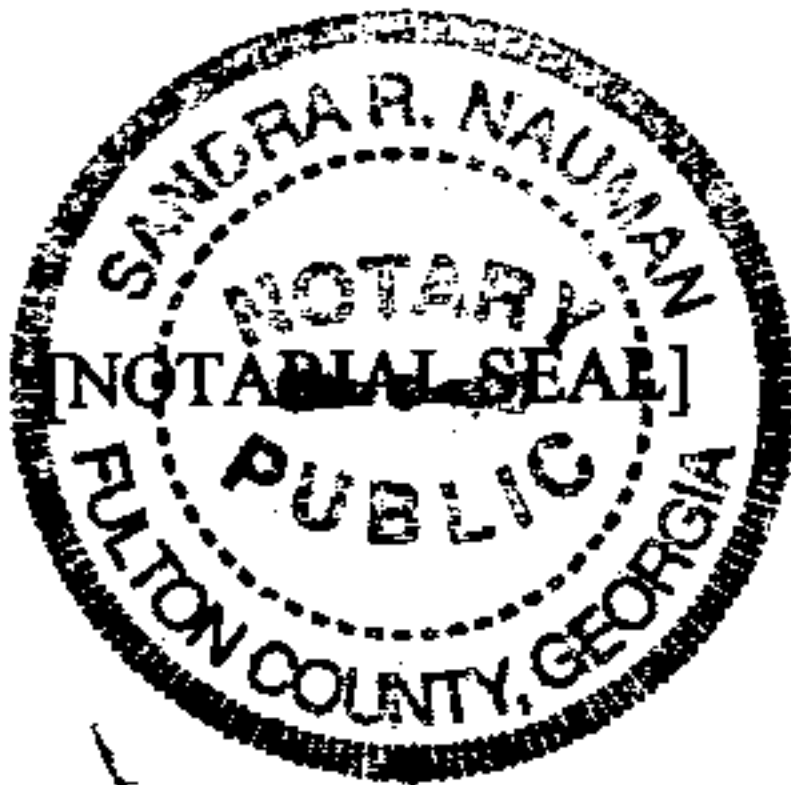
STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert R. Merck, whose name as Vice President of Metropolitan Life Insurance Company, a New York 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 with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 8th day of January, 1999.


Notary Public



My Commission Expires: Notary Public, Fulton County, Georgia
My Commission Expires Jan. 8, 2002

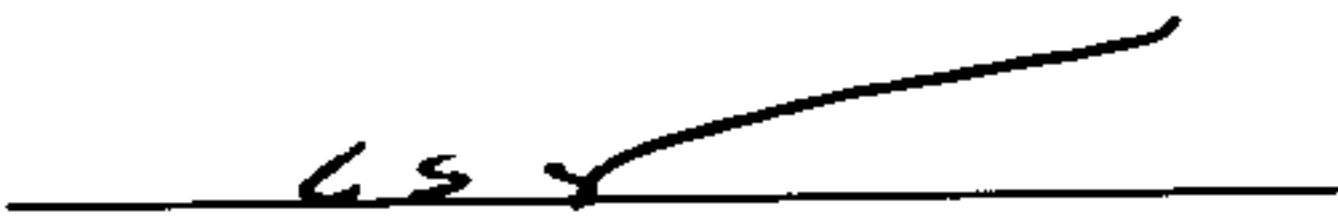
CERTIFICATION BY BOARD OF DIRECTORS

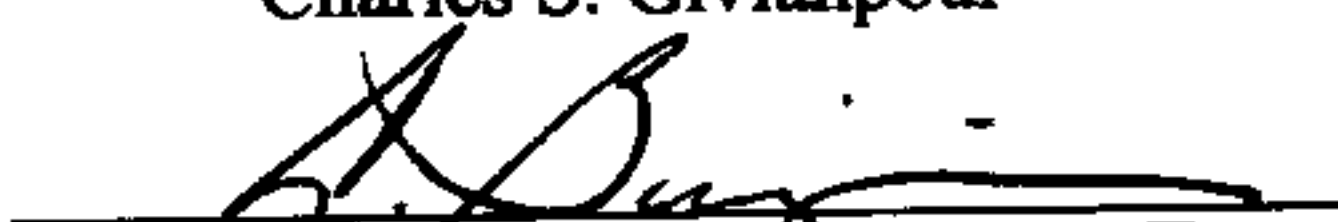
The undersigned, constituting all of the members of the Board of Directors of Lake Heather Homeowners' Association, Inc., an Alabama nonprofit corporation (the "Association"), hereby certify that at a duly constituted meeting of the members of the Association held on December 9, 1997 in accordance with the notice attached hereto as Exhibit A and incorporated herein by reference, the following amendment to the Declaration of Protective Covenants for Lake Heather Estates, a Private Subdivision dated as of August 26, 1992 and recorded as Instrument # 1992-18226 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by Amendment thereto dated as of November 4, 1992 and recorded as Instrument # 1992-26078 in said Probate Office (collectively, the "Declaration") was adopted by at least two-thirds (2/3) of the owners of the lots within the Subdivision, as defined in the Declaration:

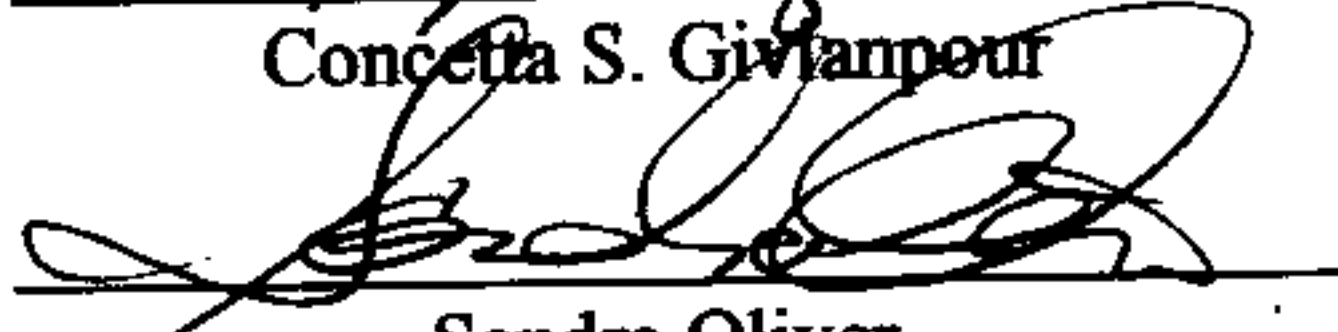
Committee Members. Section 2.2 of the Declaration is hereby amended by (a) deleting the phrase "[b]eginning January 1, 2000" and by substituting in lieu thereof the phrase "[a]fter the Withdrawal by Developer, as hereinafter defined" and (b) adding the following thereto:

"Notwithstanding anything provided herein to the contrary, from and after the December 10, 1997 and continuing until the occurrence of the Withdrawal, as herein defined, Developer shall have the sole, exclusive and irrevocable right to appoint and remove at any time and from time to time three (3) of the five (5) members of the Committee; provided, however, that Developer may, at any time, provide written notice to the Owners stating that Developer desires to waive its right to appoint three (3) of the five (5) members of the Committee (the "Withdrawal"), then the Association shall thereafter have the sole and exclusive right to appoint the three (3) members of the five (5) members of the Committee. Notwithstanding anything provided to the contrary in the Declaration, the terms and provisions of this Section 2.2 may not be modified or amended without the express prior written consent and approval of Developer."

IN WITNESS WHEREOF, the undersigned have executed this Certificate as of the 25 day of November, 1998.


Charles S. Givianpour


Concetta S. Givianpour


Sandra Oliver

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 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 25th day of Nov, 1998


Notary Public

[NOTARIAL SEAL]

My Commission Expires: 05/3/2000

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Concetta S. Givianpour, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 25th day of Nov, 1998


Notary Public

[NOTARIAL SEAL]

My Commission Expires: 05/3/2000

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Sandra Oliver, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 4th day of January 1999

Moyné J. J. J.
Notary Public

Notary Public, Alabama, State At Large
My Commission Expires June 15, 2001

My Commission Expires: _____

[NOTARIAL SEAL]

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