

This Instrument Prepared By:
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STATE OF ALABAMA)
SHELBY COUNTY)

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR
SCARLET RIDGE**

KNOW ALL MEN BY THESES PRESENTS; that, L. Douglas Joseph, a married man, (the Developer) did hereto for file in Inst. No. 1998-50481 Office of the Judge of Probate Shelby County, Alabama, the Declaration of Restrictive Covenants for Scarlet Ridge (the Original Covenants) and further, the Developer desires to amend the Original Covenants as set out herein:

The Original Covenants are hereby amended as follows:

- I. To Article IV Paragraph (a) shall be added the following sentence at the end such Paragraph as it presently exists in the Original Covenants; "Approval of the ARC shall be required prior to there being any horses on any Lot".
- II. To Article IV shall be added the following new subparagraph (u); ADDITIONAL ARTICLE IV PARAGRAPH (u) "There exists at the Tara Drive intersection with Shelby County Highway 47 a monument sign with lighting and landscaping for TARA (collectively the Sign) and a pond with a fountain (the Fountain) on real property owned by JWS, LLC (JWS). The developer may enter an agreement with JWS which if entered into, by these presents, is intended to bind each Lot and the Owners thereof to the payment of their prorata share of the periodic costs of maintaining and operating the Sign and the Fountain. The collection of such periodic costs shall be administered as set forth in any such agreement between the Developer and JWS (the Agreement). In the event that any Lot Owner fails to pay, within 30 days, the charges assessed according to the Agreement, a lien shall be established on the Lot of any such defaulting Owner which may be foreclosed as mortgages are foreclosed (with power of sale) in the State of Alabama. Such lien shall not prime the lien of any bonafide mortgagee holding a mortgage on the Lot of such delinquent Owner. Delinquent sum shall bear interest of 1.5% per month and such delinquent Lot Owner shall also pay all costs of collection including a reasonable attorney's fee".

The real property described in the Original Covenants is not the homestead of the developer or his spouse.

In all other respects, unless specifically amended by this First Amendment, the Original Covenants shall remain in full force and effect.

Done this 2 day of FEBRUARY, 1999

L. DOUGLAS JOSEPH

L Douglas Joseph

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that L. Douglas Joseph, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2 day of Feb, 1999.

[Signature]
Notary Public
My Commission Exp. 4-12-99

Inst # 1999-04549