

This Instrument Prepared By:  
Joseph G. Stewart, Esquire  
BURR & FORMAN LLP  
Suite 3100, SouthTrust Tower  
420 North 20th Street  
Birmingham, Alabama 35203

STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

**AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR CALDWELL CROSSINGS,  
A RESIDENTIAL SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Caldwell Mill, LLP (the "Developer") on January 14, 2002, filed a Declaration of Protective Covenants, Conditions, and Restrictions in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office") in Instrument 2002-02381 (the "Declaration") for the benefit of certain real property situated in Shelby County, Alabama, which is part of a residential subdivision known as Caldwell Crossings and which is more particularly described in Map Book 29, Page 9 as amended in Map Book 29, Page 54, and in Map Book 29, Page 55, all as recorded in the Probate Office;

WHEREAS, Developer is the owner of Lots within the Property as those terms are defined in the Declaration; and

WHEREAS, the Declaration permits the Developer in its sole and absolute discretion to amend the provisions of the Declaration by the execution of an instrument in the manner required for the execution of deeds and recorded in the Probate Office pursuant to Section 10.2 of the Declaration without approval of any Owner or Mortgagee, as those terms are defined in the Declaration;

NOW, THEREFORE, the Developer does, upon the recording hereof, amend the Declaration as follows:

Section 6.10 of the Declaration is amended by deleting paragraph (b) thereof and substituting the following as paragraph (b) of Section 6.10:

"(b) No wooden steps, stoops or porches shall be allowed on the front or sides of any Dwellings. No concrete, concrete block or cinder block shall be used as an exposed building surface on any Dwelling, and any concrete, concrete block or

cinder block utilized in the construction of a Dwelling's foundation shall be finished in the same materials utilized for the remainder of the Dwelling (e.g. brick, stone, stucco, etc.). Building materials used for retaining walls shall be approved by the ARC."

The Developer hereby reaffirms and restates all the terms and provisions of the Declaration without change except as amended hereby. Developer hereby declares that the terms and provisions of the Declaration as amended hereby shall be deemed effective as of January 14, 2002, and shall run with the land and be binding upon, and shall inure to the benefit of, the Property, and all parties having or acquiring any right, title or interest therein and thereto, and their successors in interest.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed on this 1 day of July, 2002.

CALDWELL MILL, LLP

By: HARBAR CONSTRUCTION  
COMPANY, INC.

Its: Managing Partner

By: B. J. Harris  
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 B. J. Harris, whose name as President of Harbar Construction Company, Inc., a corporation, the Managing Partner of CALDWELL MILL, LLP, an Alabama limited liability partnership, 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 of such Managing Partner and with full authority, executed the same voluntarily for and as the act of said limited liability partnership.

Given under my hand and official seal, this the 1<sup>st</sup> day of July, 2002.

[SEAL]

Alesia H. Ray  
Notary Public

My Commission Expires: 3/19/04

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 19, 2004  
BONDED WITH SURETY UNDERWRITERS