

This Instrument Prepared By:
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BURR & FORMAN LLP
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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, which was amended by Amendment To Declaration Of Protective Covenants, Conditions, And Restrictions For Caldwell Crossings, A Residential Subdivision in Instrument 20020711000320730 filed in the Probate Office on July 11, 2002 (together, 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 additional real property located in Caldwell Crossings, a Residential Subdivision, which is being developed as part of said subdivision, which is adjacent to the Property, as defined in the Declaration, and which Developer has approved for addition to the provisions of the Declaration as Additional Property, as defined in the Declaration; and

WHEREAS, the Declaration permits the Developer in its sole and absolute discretion to add Additional Property to 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 2.2 of the Declaration;

NOW, THEREFORE, the Developer does, upon the recording hereof, declare and make the following described real property subject to the covenants, conditions and restrictions of the Declaration:

Lots 1 through 30 and Lots 179 through 193 according to the Survey of Caldwell Crossings, Phase One, 2nd Sector as recorded in Map Book 30, Page 116, in the Probate Office of Shelby County, Alabama;

Lots 140 through 178, Lots 137, 138 and 139, and Lots 31 through 46 according to the Survey of Caldwell Crossings, Phase Two, 2nd Sector, as recorded in Map Book 31, Page 31, in the Probate Office of Shelby County, Alabama; and

Lots 47, 48, and 49 and Lots 127 through 136 according to the Survey of Caldwell Crossings, Phase Three, 2nd Sector, as recorded in Map Book 31, Page 32, in the Probate Office of Shelby County, Alabama.

The above described real property (a) is conveyed subject to the provisions of the Declaration; (b) shall be deemed Additional Property, as defined in the Declaration; (c) shall be included as "Property", wherever that term is used in the Declaration; and (d) shall be deemed added to the real property described on Exhibit A to the Declaration.

The Developer hereby reaffirms and restates all the terms and provisions of the Declaration without change except to amend and add thereto the above described real property. Developer hereby declares that the terms and provisions of the Declaration as amended hereby shall run with the land and be binding upon, and shall inure to the benefit of, the Property and the Additional Property, as described above, 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 7th day of July, 2003.

CALDWELL MILL, LLP

By: HARBAR CONSTRUCTION
COMPANY, INC.

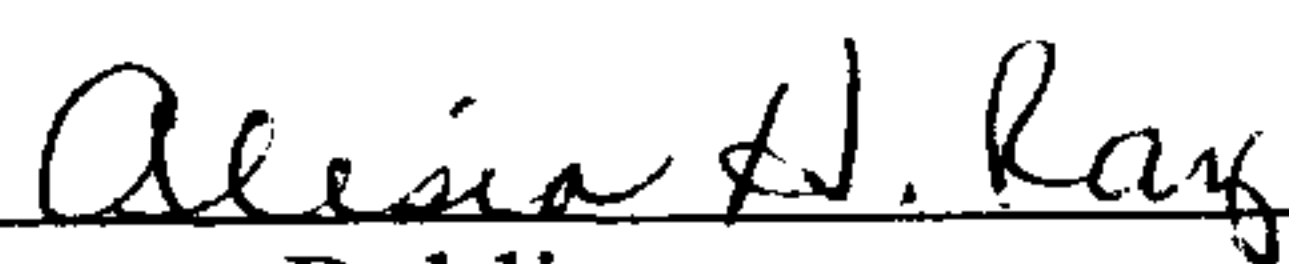
Its: Managing Partner

By: 
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 registered 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 registered limited liability partnership.

Given under my hand and official seal, this the 7th day of July, 2003.


Notary Public
My Commission Expires: 3/19/04

[SEAL]