



20071115001747900 1/8
Bk: LR200716 Pg:24901
Jefferson County, Alabama
I certify this instrument filed on:
11/15/2007 11:28:00 AM CONDO
Judge of Probate- Alan L. King

THIRD AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
RIVER POINTE, A CONDOMINIUM



20071115000524910 1/8 \$32.00
Shelby Cnty Judge of Probate, AL
11/15/2007 01:34:56PM FILED/CERT

Dated: November 15, 2007

This instrument prepared by:
Carol H. Stewart
Melinda M. Eubanks
Burr & Forman LLP
3400 Wachovia Tower
420 North 20th Street
Birmingham, Alabama 35203
(205) 251-3000

**THIRD AMENDMENT
TO
DECLARATION
OF CONDOMINIUM OF
RIVER POINTE, A CONDOMINIUM**

20071115000524910 2/8 \$32.00
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**STATE OF ALABAMA)
JEFFERSON COUNTY)**

THIS THIRD AMENDMENT to the Declaration of Condominium of River Pointe, a condominium is made this 15th day of November, 2007 by **RIVER POINTE DEVELOPMENT, LLC**, an Alabama limited liability company (the "Developer"), for the purpose of further amending the Declaration of Condominium of River Pointe, a condominium recorded in the Office of the Judge of Probate of Jefferson County, Alabama, at Book LR200707 Page 8726 and in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument 20070502000204190, amended at Book LR200712 Page 23431 in the Office of the Judge of Probate of Jefferson County, Alabama and in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument 20070810000374950 and further amended in Book LR200715 Page 2289 in the Office of the Judge of Probate of Jefferson County, Alabama and in the Office of the Judge of Probate of Shelby County, Alabama at Instrument 20071001000457680 (the "Declaration") and reflecting the further amendment of the Plan as recorded in Map Book 224 Page 94 in the Office of the Judge of Probate of Jefferson County, Alabama, amended in Map Book 226 Page 6 in the Office of the Judge of Probate of Jefferson County, Alabama and further amended in Map Book 226 Page 73 in the Office of the Judge of Probate of Jefferson County, Alabama (the "Plan").

WITNESSETH

WHEREAS, the Declaration and Plan were filed for the purpose of establishing a plan of condominium ownership for certain real property situated in Jefferson County and Shelby County, Alabama;

WHEREAS, the Developer desires to amend the Declaration pursuant to Article III, Section 3.2 of the Declaration to add one (1) additional building containing five (5) additional Units to the Condominium in the location as shown on the Third Amended Plan recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Map Book 227 Page 30, and in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 39 Page 63, a copy of which is attached hereto as Exhibit "A;" and

WHEREAS, the Developer desires to amend and restate Exhibit "D" attached to the Declaration to adjust the Common Element ownership interests, the Common Expense liability and the votes as shown on Exhibit "B" attached hereto.

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

1. The Developer, pursuant to Article III, Section 3.2 of the Declaration, does hereby amend the Declaration to add one (1) building containing five (5) additional Units to the Condominium in the location as shown on the amended Plan recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Map Book 221 Page 30, and in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 39 Page 63, a copy of which is attached hereto as Exhibit "A."

2. The Developer does hereby amend and restate Exhibit "D" attached to the Declaration to re-allocate the Common Element ownership interests, Common Expense liability and votes as set forth on Exhibit "B" attached hereto.

3. It is the intention of the Developer that the provisions of this Third Amendment to Declaration are severable, so that if any provision is invalid or void under any applicable federal, state or local law or ordinance, decree, order, judgment or otherwise, the remainder shall be unaffected thereby.

4. This Third Amendment to Declaration has been executed by the undersigned and filed in the Office of the Judge of Probate of Jefferson County, Alabama and in the Office of the Judge of Probate of Shelby County, Alabama for the purposes stated above. Except for the aforesaid, the terms and conditions of the Declaration shall continue to be in full force and effect without any other changes whatsoever.

5. Capitalized terms as used herein shall have the same meaning as they are defined in the Declaration, unless the context clearly indicates a different meaning therefore.

IN WITNESS WHEREOF, the Developer has executed this Third Amendment to Declaration on this 15th day of November, 2007.



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**RIVER POINTE DEVELOPMENT,
LLC, an Alabama limited liability company**

By: Wilson Price Hightower, III
Its: Manager

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Andrea Michelle Prestley, a Notary Public in and for said County in said State, hereby certify that Wilson Price Hightower, III, as Manager of **RIVER POINTE DEVELOPMENT, LLC**, an Alabama limited liability company, is signed to the foregoing Third Amendment to Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Third Amendment to Declaration, he, in his capacity as such duly authorized Manager, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 13th day of November, 2007.

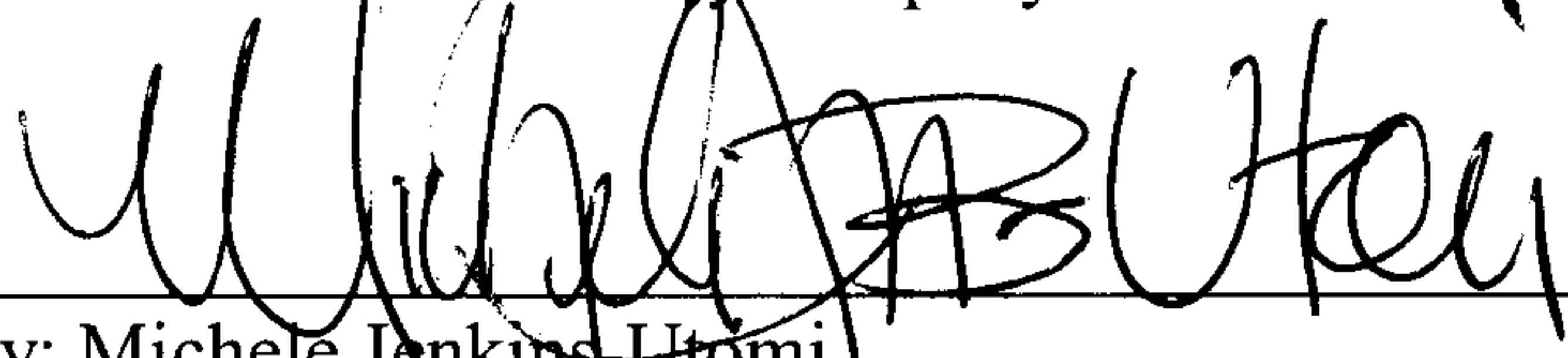


Andrea Michelle Prestley
Notary Public

My commission expires: 5/19/09

The undersigned, as **Mortgagee** under the Mortgage encumbering the real property identified in the foregoing Third Amendment to Declaration, joins in the execution of the foregoing Third Amendment to Declaration, for the sole purpose of consenting to the recording of the Third Amendment to Declaration. The undersigned is not the Developer, and does not assume any obligation whatsoever under the terms, covenants and conditions of the foregoing Third Amendment to Declaration, and the execution hereof does not in any way subordinate or make the said Mortgage inferior to the said Third Amendment to Declaration.

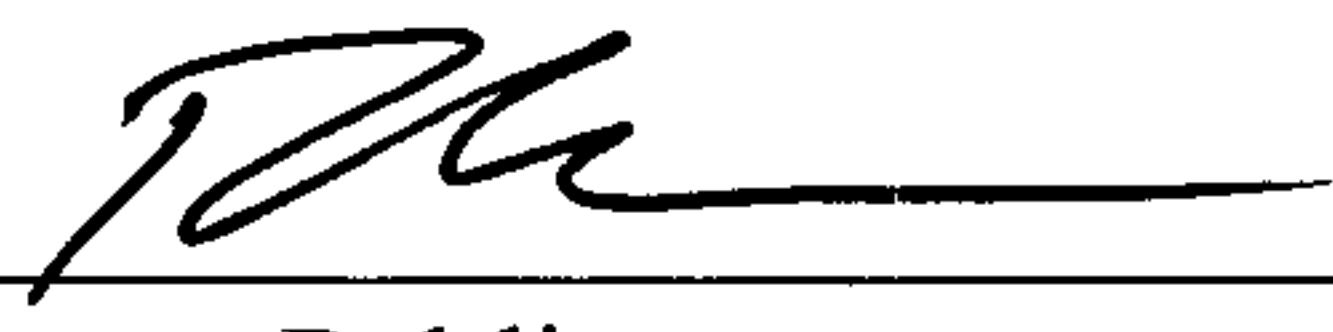
HOUSING ENTERPRISE OF ALABAMA, LLC, an
Alabama limited liability company


By: Michele Jenkins-Utomi
Its: Chief Executive Officer

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Ryan Oden, a Notary Public in and for said County in said State, hereby certify that Michele Jenkins-Utomi, whose name as Chief Executive Officer of **HOUSING ENTERPRISE OF ALABAMA, LLC**, an Alabama limited liability, company is signed to the foregoing Third Amendment to Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Third Amendment to Declaration, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said Board Member on the day the same bears date.

Given under my hand and seal of office this 14 day of November, 2007.


Notary Public

[NOTARIAL SEAL]

My commission expires: 7/21/2010

EXHIBIT "B"

ALLOCATED INTERESTS

UNIT #	% OF OWNERSHIP OF COMMON ELEMENTS ALLOCATED INTEREST	VOTE
1	2.5%	1
2	2.5%	1
3	2.5%	1
4	2.5%	1
5	2.5%	1
6	2.5%	1
7	2.5%	1
8	2.5%	1
9	2.5%	1
10	2.5%	1
11	2.5%	1
12	2.5%	1
13	2.5%	1
14	2.5%	1
15	2.5%	1
16	2.5%	1
17	2.5%	1
18	2.5%	1
19	2.5%	1
20	2.5%	1
21	2.5%	1
22	2.5%	1
23	2.5%	1



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UNIT #	% OF OWNERSHIP OF COMMON ELEMENTS ALLOCATED INTEREST	VOTE
24	2.5%	1
25	2.5%	1
26	2.5%	1
27	2.5%	1
28	2.5%	1
29	2.5%	1
30	2.5%	1
31	2.5%	1
32	2.5%	1
33	2.5%	1
34	2.5%	1
35	2.5%	1
36	2.5%	1
37	2.5%	1
38	2.5%	1
39	2.5%	1
40	2.5%	1
TOTAL	<u>100.00%</u>	<u>40</u>

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Fee - \$22.00

Total of Fees and Taxes-\$22.00
TINSLEY