


This is prepared by and upon recording return to:  
Clayton T. Sweeney, Attorney at Law  
2700 Highway 280 East, Suite 160  
Birmingham, Alabama 35223

STATE OF ALABAMA )

SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS:

  
20080221000071160 1/6 \$27.00  
Shelby Cnty Judge of Probate, AL  
02/21/2008 12:40:21PM FILED/CERT

**FIRST AMENDMENT TO DECLARATION OF  
RESTRICTIVE COVENANTS AND OPERATING AGREEMENT**

**WITNESSETH:**

WHEREAS, on or about August 7, 2007 the undersigned Double J&O, LLC ("Double J&O") recorded a Declaration of Restrictive Covenants and Operating Agreement ("Declaration") as Instrument 20070807000366510 in the Probate Office of Shelby County, Alabama; and

WHEREAS, Double J&O is the owner of Lots 2, 3 and 4, according to the Amended Map of Chelsea Pointe, as recorded in Map Book 38, Page 146, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama; and

WHEREAS, KG, LLC is the owner of Lots 5 and 6, according to the Amended Map of Chelsea Pointe, as recorded in Map Book 38, Page 146, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama; and

WHEREAS, Superior Bank is the owner of Lot 1, according to the Amended Map of Chelsea Pointe, as recorded in Map Book 38, Page 146, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama; and

WHEREAS, J. Anthony Joseph is the owner of Lot 7, according to the Amended Map of Chelsea Pointe, as recorded in Map Book 38, Page 146, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama, (collectively herein referred to as "Owners"); and

WHEREAS, Developer and Owners desire to amend the Declaration.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the undersigned, representing all the managing members and all of the Owners hereby amend the Declaration as follows:

1. Paragraph 2, **Signage Area**, of the Declaration is amended to read as follows: Double J&O has reserved the signage area, depicted on Exhibit "B" of Declaration (the "Signage Area"), for future retail signage that any one or more Owners (the "Participating Owners") may elect to construct (the "Retail Sign") to benefit such Owner or Owners as may choose to construct the Retail Sign. In the event that any one owner or owners elect to construct the Retail Sign, the Retail Sign shall be constructed, kept and maintained by such Participating Owners in a manner determined by Double J&O in its sole but reasonable discretion, and otherwise in compliance with all law, statutes, ordinances and regulations of all federal, state and local government agencies and this agreement. Each Participating Owner shall pay its pro rata share of all costs and expenses of designing, constructing, repairing, rebuilding, keeping and maintaining the Retail Sign and the Signage Area, including but not limited to all taxes, governmental assessments and other charges, which pro rata share shall be calculated by multiplying the total costs and expenses of designing, constructing, repairing, rebuilding and maintaining the Retail Sign and the Signage Area, including but not limited to all taxes and other governmental assessments and all additional costs incurred by the owner of Lot 4 with respect to keeping and maintaining the Retail Sign and/or the

CLAYTON T. SWEENEY, ATTORNEY AT LAW

Signage Area, by a fraction, the numerator of which shall be the square footage of the total usable signage area to be used by each Owner (including each Owner's tenants) and the denominator of which shall be the total usable signage area of the Retail Sign) (the "Signage Expenses").

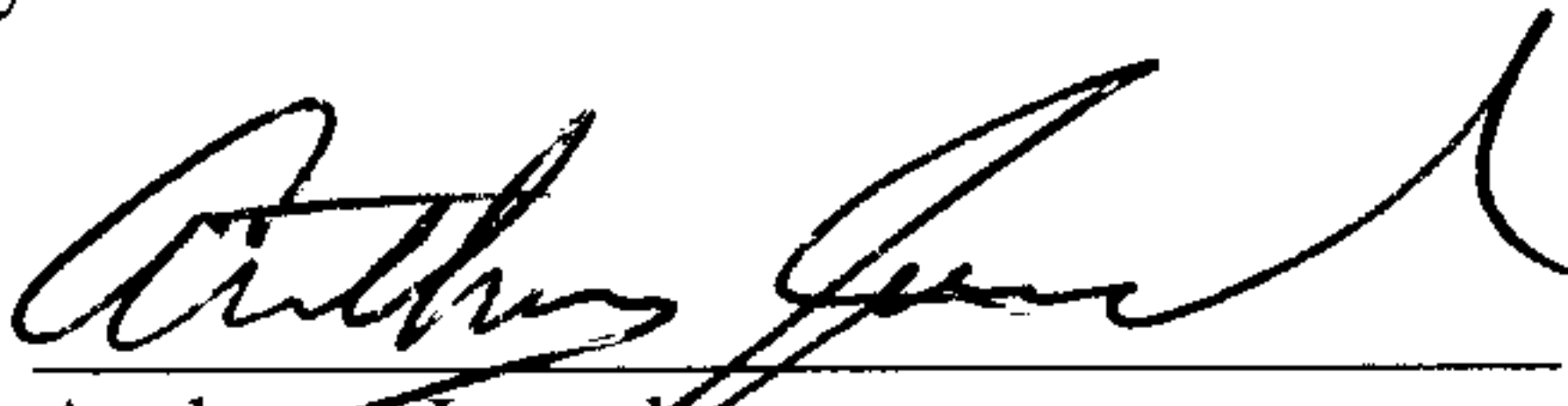
2. Paragraph 3, **Main Access Road**, of the Declaration is hereby amended to read as follows: The main access to the Double J&O Property is over and through the easement granted in the Declaration of Easements between MJM Chelsea, LLC and Double J&O, LLC, dated April 13, 2006 and recorded in Instrument #20060421000186980 in the Office of the Judge of Probate of Shelby County, Alabama (the "Access Easement"), which Access Easement is included within Chelsea Point Drive (together, the "Main Access Road") and which Main Access Road is depicted on Exhibit "C", attached hereto and made a part hereof. Double J&O shall be responsible for the initial construction of the Main Access Road over the Double J&O Property in accordance with all applicable laws, rules and regulations. Unless and until publicly dedicated, the Main Access Road shall be kept and maintained by Double J&O in accordance with the Main Access Road Declaration, in compliance with all laws, statutes, ordinances and regulations of all federal, state and local government agencies.

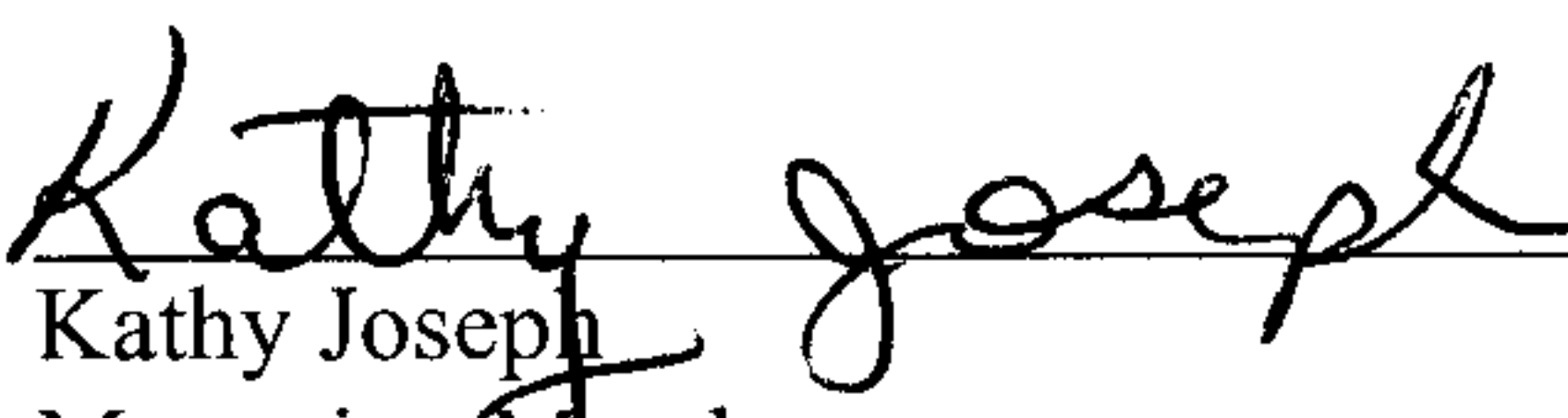
3. Paragraph 5 of the Declaration, "Owner's Association" is hereby deleted in its entirety.

4. Except as expressly stated herein, all other terms and provisions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by its members on this 11<sup>th</sup> day of February, 2008.

DOUBLE J&O, LLC, an Alabama limited liability company

By:   
Anthony Joseph  
Its: Managing Member

By:   
Kathy Joseph  
Its: Managing Member

By:   
Gail Owen  
Its: Managing Member



STATE OF ALABAMA )  
SHELBY COUNTY )

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Anthony Joseph, as Managing Member of Double J&O, LLC, an Alabama limited liability company, whose name is signed to the foregoing First Amendment to Declaration of Restrictive Covenants and Operating Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said First Amendment, makes oath that he, as such officer and with full authority, has read the foregoing First Amendment and knows the contents thereof, executed the same voluntarily for and as the act of said limited liability company on this date.

SUBSCRIBED AND SWORN to before me on this the 1<sup>st</sup> of February, 2008.

  
Notary Public

My Commission Expires: 6-5-2011

STATE OF ALABAMA )  
SHELBY COUNTY )

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Kathy Joseph, as Managing Member of Double J&O, LLC, an Alabama limited liability company, whose name is signed to the foregoing First Amendment to Declaration of Restrictive Covenants and Operating Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said First Amendment, makes oath that she, as such officer and with full authority, has read the foregoing First Amendment and knows the contents thereof, executed the same voluntarily for and as the act of said limited liability company on this date.

SUBSCRIBED AND SWORN to before me on this the 1<sup>st</sup> of February, 2008.

  
Notary Public

My Commission Expires: 6-5-2011

STATE OF ALABAMA )  
SHELBY COUNTY )

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Gail Owen, as Managing Member of Double J&O, LLC, an Alabama limited liability company, whose name is signed to the foregoing First Amendment to Declaration of Restrictive Covenants and Operating Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said First Amendment, makes oath that she, as such officer and with full authority, has read the foregoing First Amendment and knows the contents thereof, executed the same voluntarily for and as the act of said limited liability company on this date.

SUBSCRIBED AND SWORN to before me on this the 1<sup>st</sup> of February, 2008.

  
Notary Public

My Commission Expires: 6-5-2011

KG, LLC, an Alabama limited liability company

By:

Gail Owen

Its:

Member

By:

Kathy Joseph

Its:

Member

STATE OF ALABAMA )  
SHELBY COUNTY )

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Gail Owen, as Member of KG, LLC, an Alabama limited liability company, whose name is signed to the foregoing First Amendment to Declaration of Restrictive Covenants and Operating Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said First Amendment, makes oath that she, as such member and with full authority, has read the foregoing First Amendment and knows the contents thereof, executed the same voluntarily for and as the act of said limited liability company on this date.

SUBSCRIBED AND SWORN to before me on this the 14th of February, 2008.

Notary Public

My Commission Expires: 6-5-2011

STATE OF ALABAMA )  
SHELBY COUNTY )

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Kathy Joseph as Member of KG, LLC, an Alabama limited liability company, whose name is signed to the foregoing First Amendment to Declaration of Restrictive Covenants and Operating Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said First Amendment, makes oath that she, as such member and with full authority, has read the foregoing First Amendment and knows the contents thereof, executed the same voluntarily for and as the act of said limited liability company on this date.

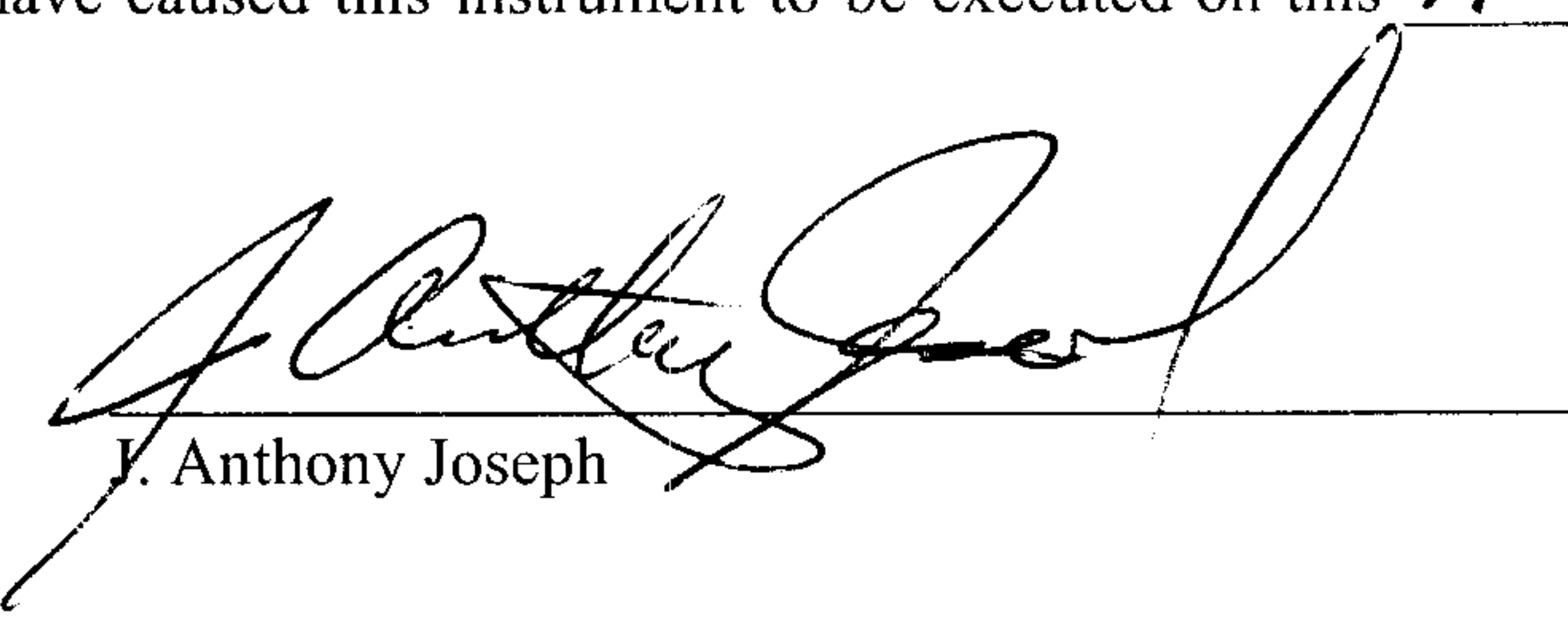
SUBSCRIBED AND SWORN to before me on this the 14th of February, 2008.

Notary Public

My Commission Expires: 6-5-2011



IN WITNESS WHEREOF, the parties have caused this instrument to be executed on this 11<sup>th</sup>  
day of February, 2008.

  
J. Anthony Joseph

STATE OF ALABAMA )

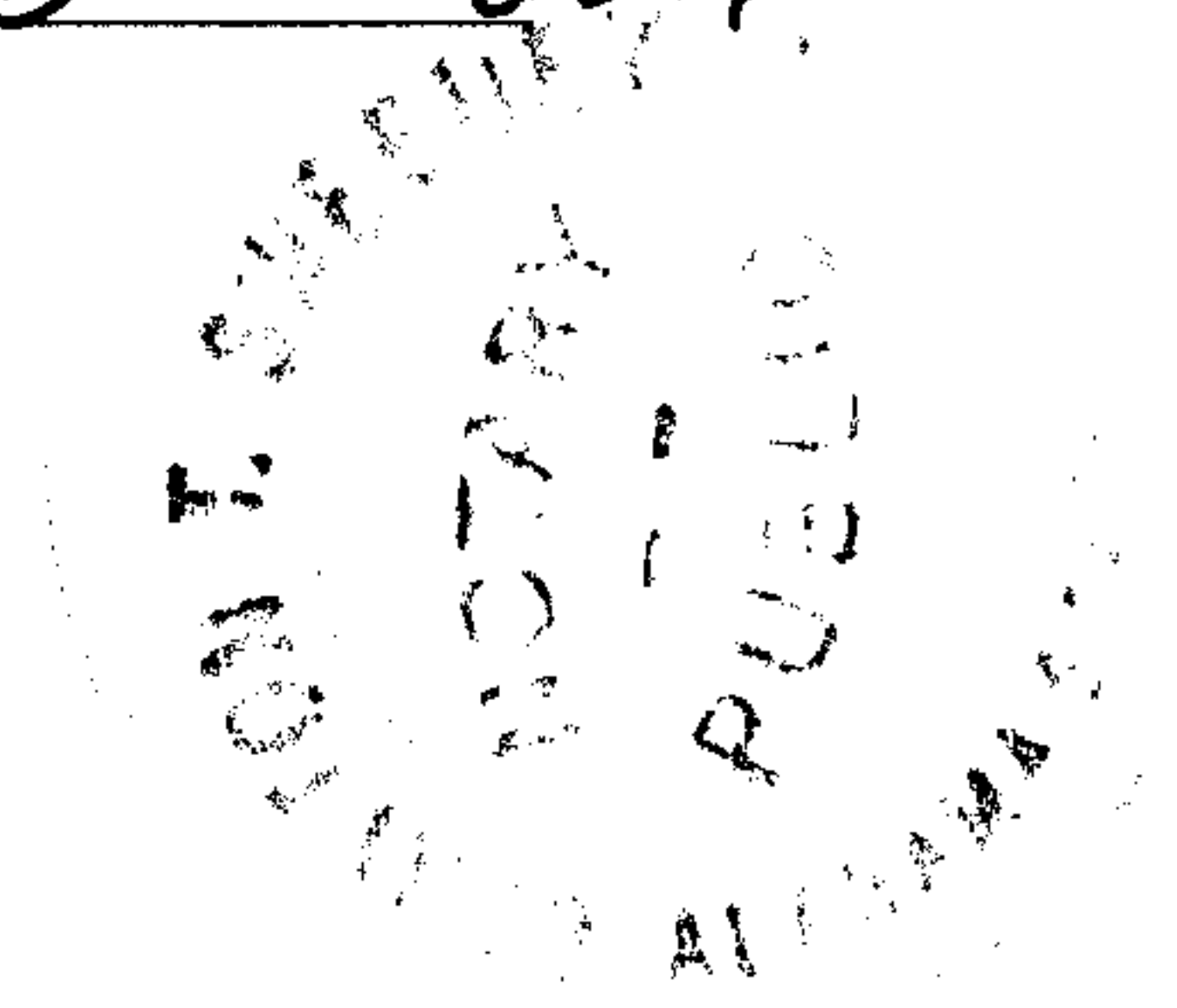
SHELBY COUNTY )

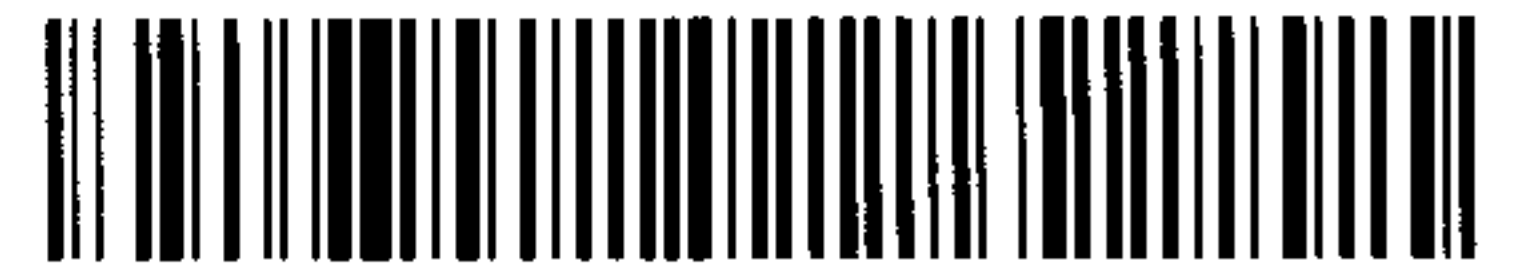
Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared J. Anthony Joseph, whose name is signed to the foregoing First Amendment to Declaration of Restrictive Covenants and Operating Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said First Amendment, makes oath that he has read the foregoing First Amendment and knows the contents thereof, executed the same voluntarily for and as his act on this date.

SUBSCRIBED AND SWORN to before me on this the 11<sup>th</sup> of February, 2008.

  
Notary Public

My Commission Expires: 6-5-2011





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Shelby Cnty Judge of Probate, AL  
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SUPERIOR BANK

By: *Rick Gardner*  
Printed Name: RIK GARDNER  
Its: Chief Operating Officer

STATE OF ALABAMA )  
SHELBY COUNTY )

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared *Rick Gardner* as COO of Superior Bank, whose name is signed to the foregoing First Amendment to Declaration of Restrictive Covenants and Operating Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said First Amendment, makes oath that he/she, as such officer and with full authority, has read the foregoing First Amendment and knows the contents thereof, executed the same voluntarily for and as the act of said corporation on this date.

SUBSCRIBED AND SWORN to before me on this the 11 of February, 2008.

*Jane M. Dotson*  
Notary Public

My Commission Expires: 10-25-2008