


This instrument prepared by
and to be returned to:
Timothy D. Davis, Esq.
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P. O. Box 55727
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20080703000271170 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
07/03/2008 11:24:47AM FILED/CERT

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

FIRST AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
OF LAKEVIEW COMMERCIAL PARC

THIS FIRST AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS OF LAKEVIEW COMMERCIAL PARC ("Amendment") is made and entered into effective as of the 2nd day of July, 2008, by **CARTER MASON INVESTMENTS, L.L.C.**, an Alabama limited liability company ("Developer").

RECITALS:

Developer heretofore filed of record that certain Covenants, Conditions and Restrictions of Lakeview Commercial Parc dated as of June 8, 2006, and recorded on June 22, 2006, in Document #20060622000300400 in the Probate Office of Shelby County, Alabama (the "Covenants") (as used herein, all capitalized terms not otherwise defined herein shall have their respective meanings as ascribed thereto in the Covenants).

The Developer desires to amend certain provisions of the Covenants.

Pursuant to Section 10.02 of the Covenants, the Developer has the authority to amend the Covenants without obtaining the approval of any other party.

NOW, THEREFORE, Developer does hereby amend the Covenants as hereinafter provided:

1. The Covenants are hereby amended as follows:

(a) Section 8.04(c) of the Covenants is hereby amended by deleting Subsection (vi) thereof in its entirety with no substitution being made therefore.

(b) Section 9.05 is hereby amended by deleting Subsection (e) entirety in its entirety and substituting the following new Subsection (e) in lieu thereof:

“(e) Each Owner shall be solely responsible for obtaining and maintaining public liability, property damage, title and all other types of insurance with respect to their respective Lots and to furnish copies or certificates thereof to the Association. Each Owner, by acceptance of a deed or other instrument conveying any interest in any Lot, does hereby, except as otherwise hereinafter provided, waive and release, Developer, the Association, the manager of the Property and their respective

agents, employees, representatives, partners, shareholders, members, officers and directors, from any and all liabilities or damage covered by (or which should be covered by) fire and casualty (e.g., all risks and/or builder's risk) insurance and general liability insurance which any Owner maintains; provided, however, that the foregoing waiver and release shall not apply to the extent that any such loss or damage has been caused by the fault or negligence of any of the foregoing persons or parties."

2. Except as hereinabove expressly amended, the Covenants are hereby confirmed and ratified in all respects and shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]



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IN WITNESS WHEREOF, the Developer has caused this Amendment to be duly executed by its duly authorized representatives effective as of the day and year first above written.

DEVELOPER:

CARTER MASON INVESTMENTS, L.L.C.,
an Alabama limited liability company

By: _____

Courtney H. Mason, Jr., Member

By: _____

Kerry Carter, Member

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Courtney H. Mason, Jr.**, whose name as a Member of Carter Mason Investments, L.L.C., an Alabama limited liability company, 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 in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 2nd day of July, 2008.

[NOTARIAL SEAL]

Notary Public

MY COMMISSION EXPIRES FEBRUARY 14, 2011

My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Kerry Carter**, whose name as a Member of Carter Mason Investments, L.L.C., an Alabama limited liability company, 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 in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 2nd day of July, 2008.

[NOTARIAL SEAL]

Notary Public

MY COMMISSION EXPIRES FEBRUARY 14, 2011

My Commission Expires: _____