

This instrument prepared by and to be returned to:
Timothy D. Davis, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South
P. O. Box 55727
Birmingham, Alabama 35255-5727

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

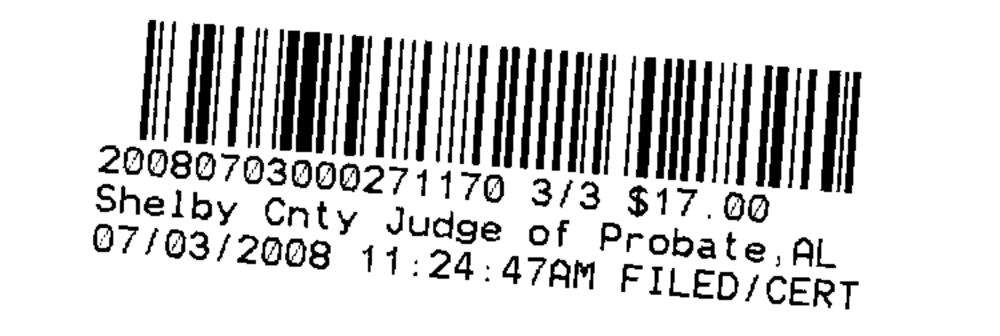
agents, employees, representatives, partners, shareholders, members, officers and directors, from any and all liabilities or damage covered by (or which should be covered by) fire and casualty (e.g., all risks and/or builder's risk) insurance and general liability insurance which any Owner maintains; 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]

20080703000271170 2/3 \$17.00 Shalbu Catual

Shelby Cnty Judge of Probate, AL 07/03/2008 11:24:47AM FILED/CERT



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:**

	DE VELOI EK.
	CARTER MASON INVESTMENTS, L.L.C., an Alabama limited liability company
	Courtney H. Mason, Jr., Member  By:  Kerry Carter Member
STATE OF ALABAMA ) COUNTY OF	
Courtney H. Mason, Jr., whose name as limited liability company, is signed to the before me on this day that, being informed full authority, executed the same voluntari	blic in and for said County in said State, hereby certify that is a Member of Carter Mason Investments, L.L.C., an Alabama foregoing instrument, and who is known to me, acknowledged of the contents of said instrument, he in such capacity and with the first of said limited liability company.
Given under my hand and official	seal, this the <u>Inc</u> day of July, 2008.
[NOTARIAL SEAL]	Notary Public  My Commission Expires:  My Commission Expires:
STATE OF ALABAMAN ) COUNTY OFletterson )	
Carter, whose name as a Member of C company, is signed to the foregoing instr this day that, being informed of the co authority, executed the same voluntarily for	arter Mason Investments, L.L.C., an Alabama limited liability rument, and who is known to me, acknowledged before me on ontents of said instrument, he in such capacity and with full for and as the act of said limited liability company.
Given under my hand and official	seal, this the Archard day of July, 2008.
[NOTARIAL SEAL]	Notary Public My Commission Expires: