


This Instrument Prepared By  
and Upon Recording Return to:

  
20080814000326670 1/3 \$17.00  
Shelby Cnty Judge of Probate, AL  
08/14/2008 09:01:26AM FILED/CERT

Donald M. Warren, Esq.  
Burr & Forman LLP  
420 North 20th Street  
Suite 3400  
Birmingham, AL 35203

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
BEAUMONT RESIDENTIAL SUBDIVISION**

**THIS AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** (this "Amendment") is made as of this 13 day of ~~July~~, 2008, by **INVESTMENT ASSOCIATES, LLC**, an Alabama limited liability company, ("Developer").

**WHEREAS**, the Developer has heretofore prepared and filed for record that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Beaumont Residential Subdivision (the "Subdivision"), dated November 30, 2007, as recorded with the Judge of Probate of Shelby County, Alabama as Instrument Number 20071130000543120 (the "Declaration") with respect to certain real property more particularly described therein.

**WHEREAS**, Developer now desires to amend the Declaration to set forth specific restrictions regarding access to Lake Heather.

**NOW, THEREFORE**, in consideration of the Recitals, the Developer declares as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.
2. Article I, Definitions of the Declaration is hereby amended to reflect the addition of the following Definitions:

**"Lake Heather"** shall mean that certain lake adjoining the Property and subject to the Lake Heather Agreement.

**"Lake Heather Agreement"** shall mean that certain Agreement for Covenants in favor of the Lake Heather Homeowners' Association, Inc., dated May 12, 2006, being more particularly described on Exhibit B attached hereto.

"**MLIC Covenants**" shall mean that certain Declaration of Protective Covenants (Residential) created by Metropolitan Life Insurance Company in that certain Statutory Warranty Deed, recorded as Instrument No. 2003120500788490 in the Office of the Judge of Probate of Shelby County, Alabama.

3. Section 5.4, "Lake Heather Access" is hereby deleted in its entirety and the following inserted in lieu thereof:

*Section 5.4 **Lake Heather Access.** Lake Heather is a private lake independent of the Subdivision and no debris, trash, construction waste, chemicals, paints, lawn shavings, trees and limbs, or any other items detrimental to the water quality or aesthetic appearance of Lake Heather are to be placed, dumped, or allowed to run into Lake Heather, and the Association shall implement reasonable measures to prevent this from occurring and shall also adopt corrective measures as shall be required to remediate any such occurrences. As set forth in the Lake Heather Agreement, the Owners, their guests and invitees shall be prohibited from the access or use of Lake Heather in any manner.*

4. Developer further reaffirms the terms and provisions of the Declaration in its entirety.

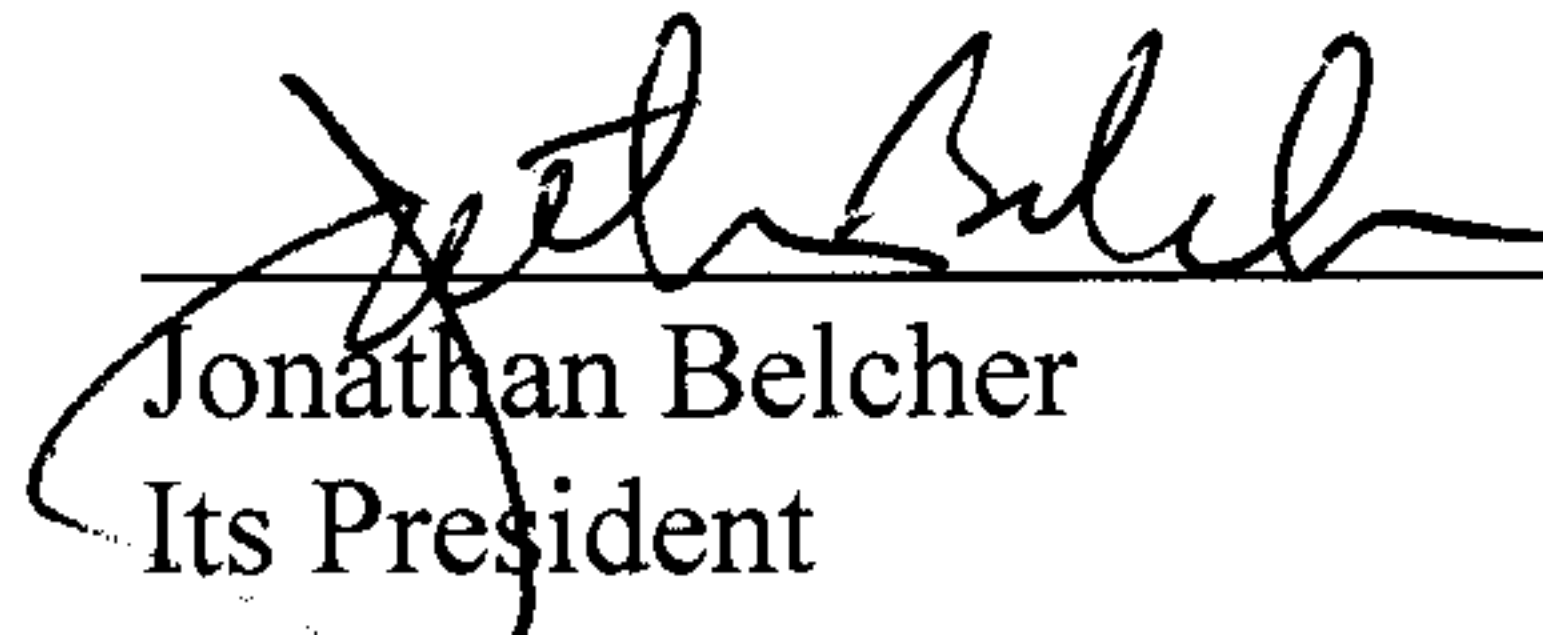
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IN WITNESS WHEREOF, the undersigned has caused this Amendment to be properly executed the day and year first above written.

**DEVELOPER:**

**INVESTMENT ASSOCIATES, LLC,**  
an Alabama limited liability company

BY: NSH Corp.,  
an Alabama corporation,  
Its Sole Member

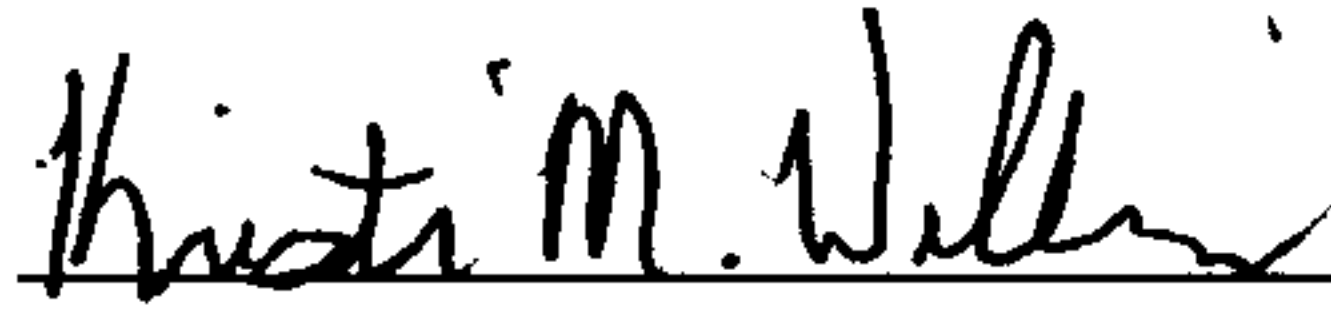
BY:   
Jonathan Belcher  
Its President

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, Kristi M Williams, a Notary Public in and for said County, in said State, hereby certify that Jonathan Belcher, whose name as President of NSH Corp., an Alabama corporation, as sole member of Investment Associates, LLC, 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 corporation, acting in its capacity as aforesaid..

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 13<sup>th</sup> day of August, 2008.

  
Notary Public

[SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Nov 30, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires: \_\_\_\_\_