


This Instrument Prepared By and Return To:
Justin D. Fingar, Esq.
DONOVANFINGAR, LLC
813 Shades Creek Parkway
Suite 200
Birmingham, AL 35209


20090803000296300 1/9 \$35.00
Shelby Cnty Judge of Probate, AL
08/03/2009 01:50:01 PM FILED/CERT

**AMENDMENT
TO
INDENTURE OF ESTABLISHMENT
OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANTS OF
EASEMENTS**

THIS AMENDMENT TO INDENTURE OF ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANTS OF EASEMENTS (this "Amendment") is made and entered into this 15th day of July, 2009, by and between **FAIRWAY – SOUTHLAKE, LLC**, an Alabama limited liability company, and **FAIRWAY – SOUTHLAKE II, LLC**, an Alabama limited liability company.

RECITALS:

WHEREAS, Fairway – Southlake, LLC (hereinafter, the "Lot 3 Owner") is the owner of that certain real property located in Shelby County, Alabama known as Lot 3, according to the survey of Village on Valleydale at Southlake, as recorded in Map Book 11, Page 84, in the Probate Office of Shelby County, Alabama, more particularly described on Exhibit "A" attached hereto;

WHEREAS, Fairway – Southlake II, LLC (hereinafter, the "Lot 4A Owner") is the owner of that certain real property located in Shelby County, Alabama known as Lot 4A, according to a resurvey of Lots 4, 5 and 6, Village on Valleydale at Southlake, as recorded in Map Book 13, Page 65, in the Probate Office of Shelby County, Alabama, more particularly described on Exhibit "A" attached hereto;

WHEREAS, Lot 3 and Lot 4A are subject to that certain Indenture of Establishment of Protective Covenants, Conditions and Restrictions and Grants of Easements recorded in Book 173, Page 364 in the Probate Office of Shelby County, Alabama (the "Indenture"); and

WHEREAS, the Lot 4A Owner currently intends to sell Lot 4A and the building located thereon for use as a university, and the Lot 3 Owner and the Lot 4A Owner desire to amend the Indenture to permit the proposed use.

NOW, THEREFORE, in consideration of the premises and the covenants and conditions hereinbelow contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Restrictions on Use. Section IV, 1 is hereby amended to add the following language at the end of the section:

“Notwithstanding any provision to the contrary in the Indenture (including, without limitation, Section IV, 1), the Lot 3 Owner and the Lot 4A Owner hereby acknowledge and agree that an educational use, including, without limitation, schools and universities, shall be permitted on Lot 4A.”

2. Purchase Option. Section VI is hereby deleted in its entirety.

3. Site Plan. Notwithstanding any provision to the contrary in the Indenture (including, without limitation, Exhibit “A” and Sections I, 1 and I, 5), the Lot 3 Owner and the Lot 4A Owner hereby acknowledge and agree that the improvements and Common Areas shown on the site plan for Lot 4A attached hereto as Exhibit “B” shall be permitted.


4. Capitalized Terms. Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Indenture.

5. Full Force and Effect. Except as specifically modified and amended herein, all of the terms and conditions of the Indenture shall remain in full force and effect.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURE PAGES FOLLOW.

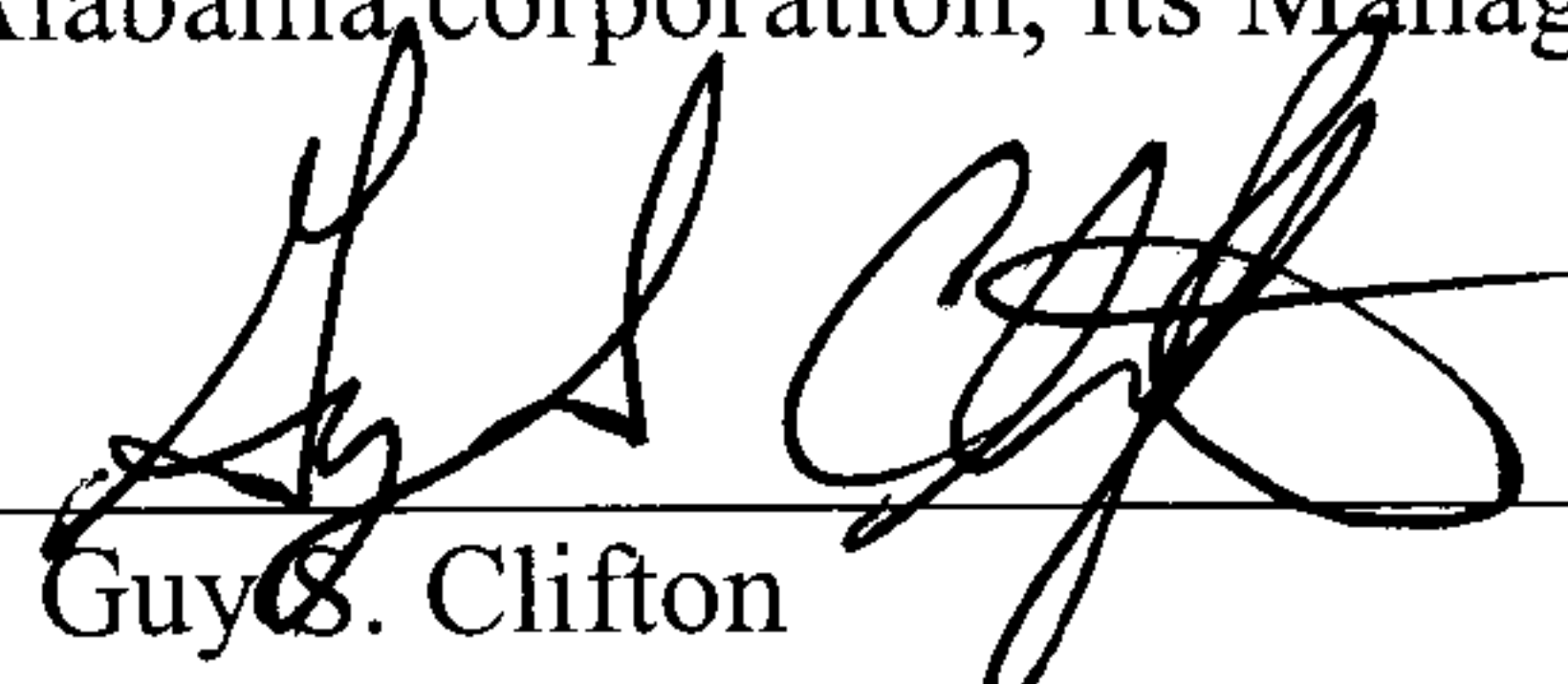

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IN WITNESS WHEREOF, the undersigned caused this Amendment to be executed effective as of the day and year first above written.

LOT 3 OWNER:

FAIRWAY – SOUTHLAKE, LLC, an Alabama limited liability company

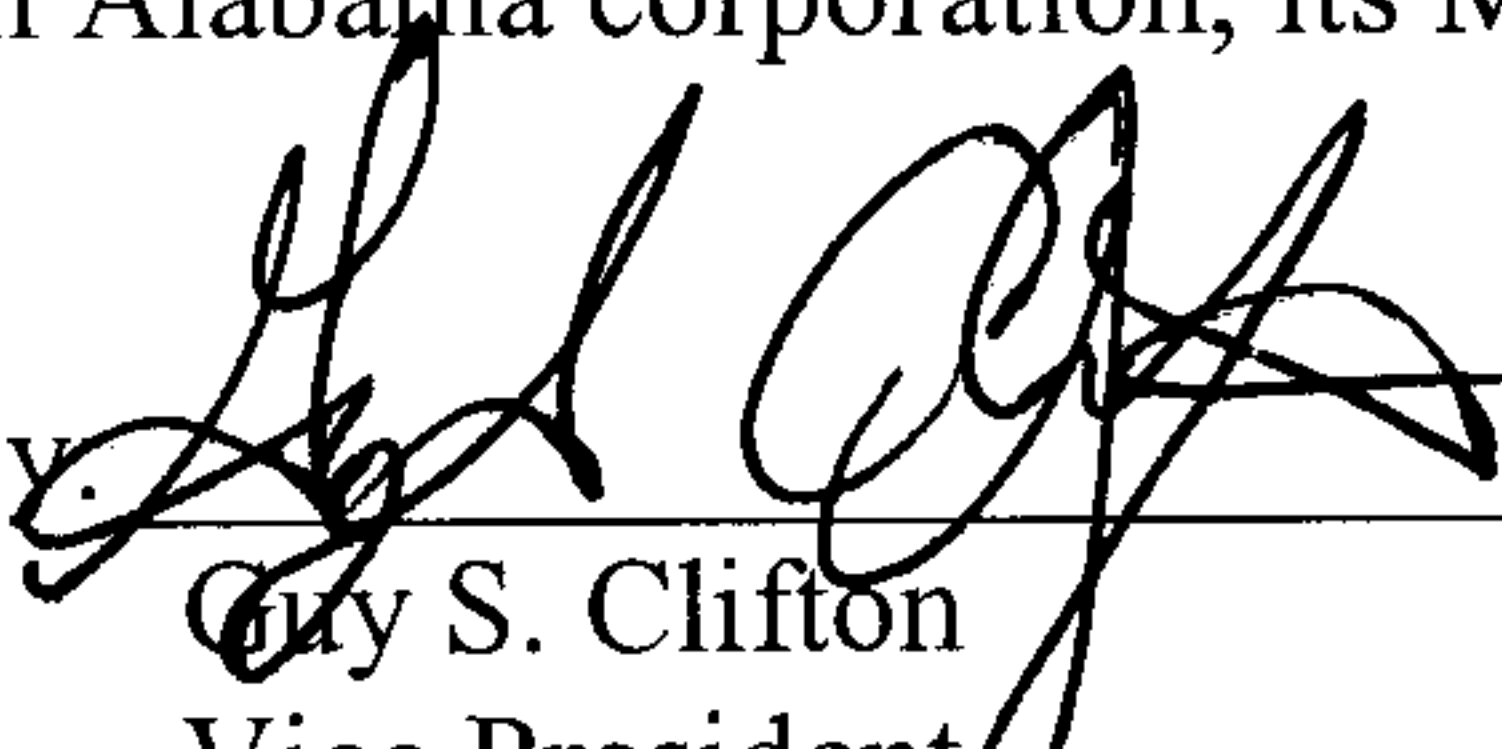
By: The Thompson Development Company, Inc.,
an Alabama corporation, its Manager

By: 
Guy S. Clifton
Vice President

LOT 4A OWNER:

FAIRWAY – SOUTHLAKE II, LLC, an Alabama limited liability company

By: The Thompson Development Company, Inc.,
an Alabama corporation, its Manager

By: 
Guy S. Clifton
Vice President



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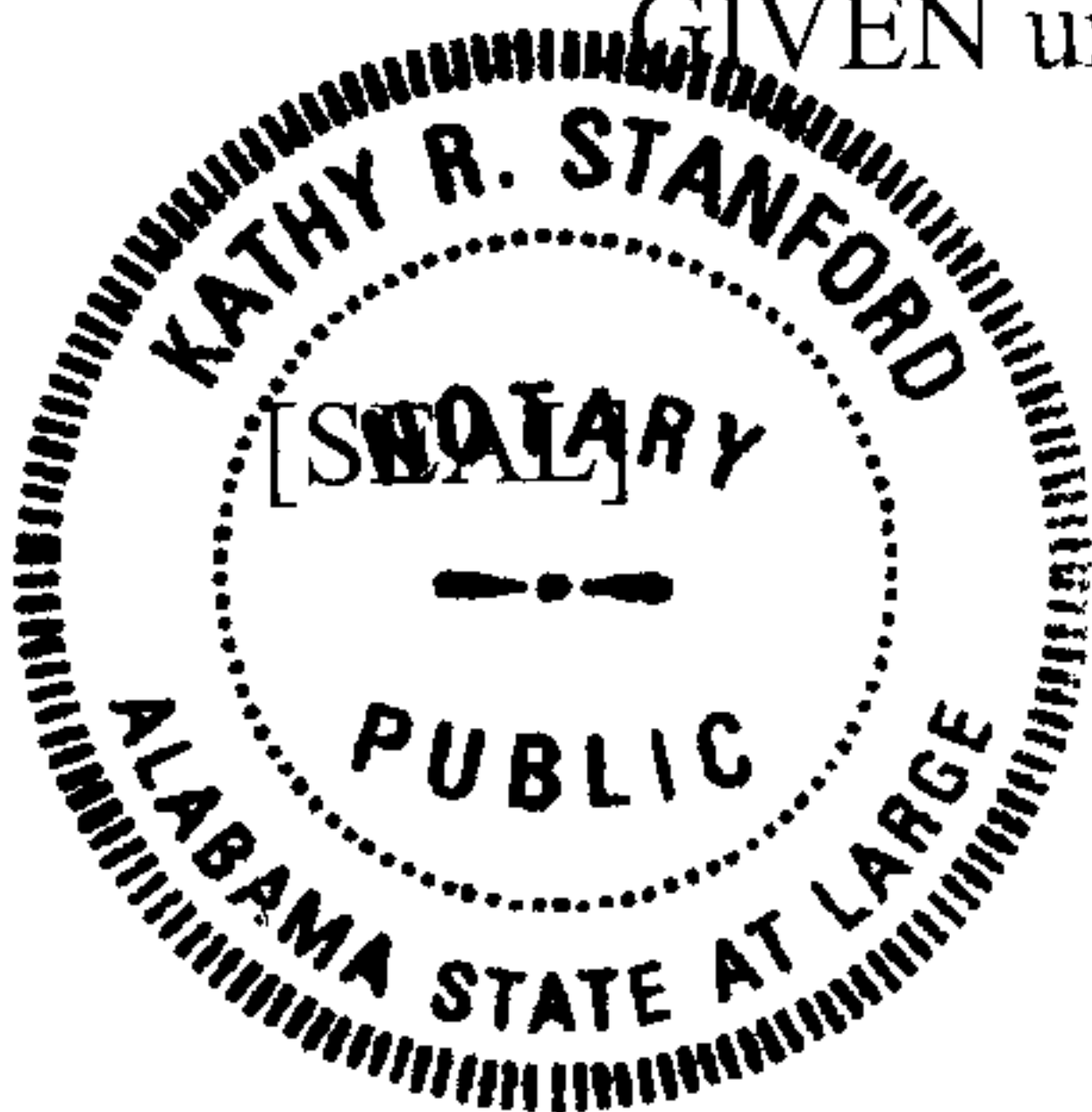
ACKNOWLEDGMENTS

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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Guy S. Clifton, whose name as Vice President of The Thompson Development Company, Inc., an Alabama corporation, as Manager of Fairway - Southlake, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and on behalf of said corporation acting in its capacity as aforesaid.

GIVEN under my hand and seal of office this 10th day of July, 2009.

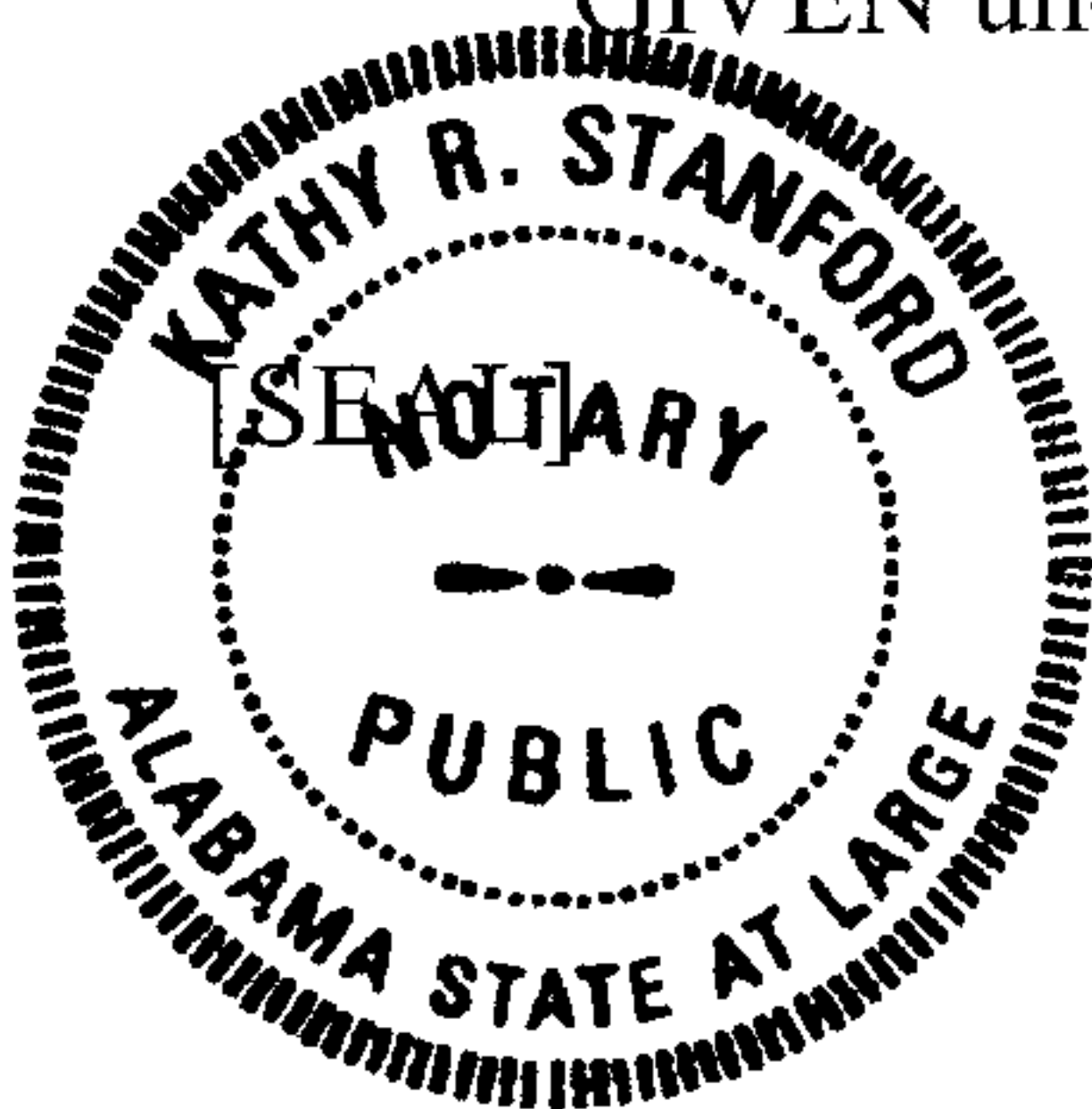


Kathy R. Stanford
NOTARY PUBLIC
My Commission Expires: May 25, 2011

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Guy S. Clifton, whose name as Vice President of The Thompson Development Company, Inc., an Alabama corporation, as Manager of Fairway – Southlake II, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and on behalf of said corporation acting in its capacity as aforesaid.

GIVEN under my hand and seal of office this 10th day of July, 2009.



Kathy R. Stanford
NOTARY PUBLIC
My Commission Expires: May 25, 2011

MORTGAGEE CONSENT

Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2006-GG7, Commercial Mortgage Pass-Through Certificates, Series 2006-GG7 (the "Lender"), the mortgagee under that certain Mortgage, Assignment of Rents and Security Agreement, recorded in Instrument # 20050525000255710, in the Probate Office of Shelby County, Alabama. Lender is the current owner and holder of the Mortgage, Assignment of Rents and Security Agreement by an assignment recorded in Instrument # 20061106000543870 in the Probate Office of Shelby County, Alabama (as amended from time to time, the "Mortgage"), for itself and its successors and assigns, approves the foregoing Amendment to Indenture of Establishment of Protective Covenants, Conditions and Restrictions and Grants of Easements (the "Amendment").

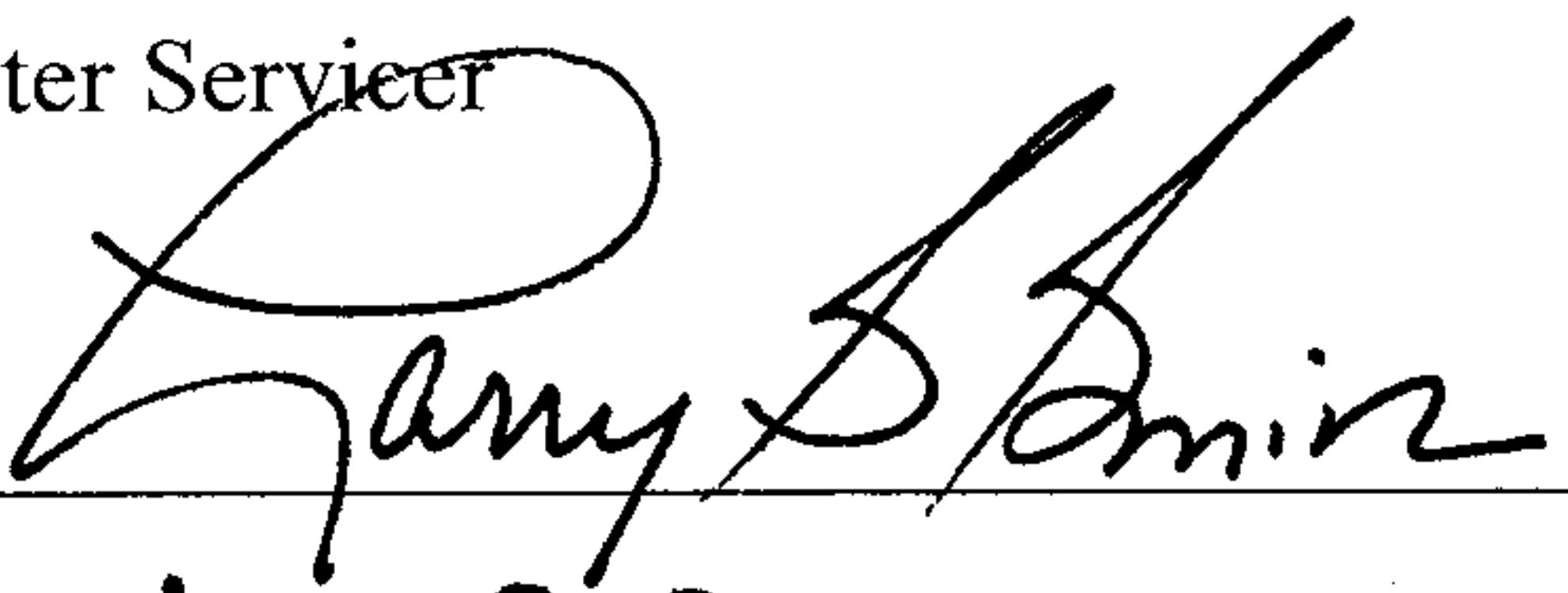
Dated as of the 15th day of July, 2009

LENDER:

**BANK OF AMERICA, N.A., SUCCESSOR BY
MERGER TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR THE
REGISTERED HOLDERS OF GREENWICH
CAPITAL COMMERCIAL FUNDING CORP.,
COMMERCIAL MORTGAGE TRUST 2006-
GG7, COMMERCIAL MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2006-
GG7**

By: Midland Loan Services, Inc.

Its: Master Servicer

By: 
Name: **Larry S. Smith**
Title: **Senior Vice President**
Servicing Officer

ACKNOWLEDGMENT



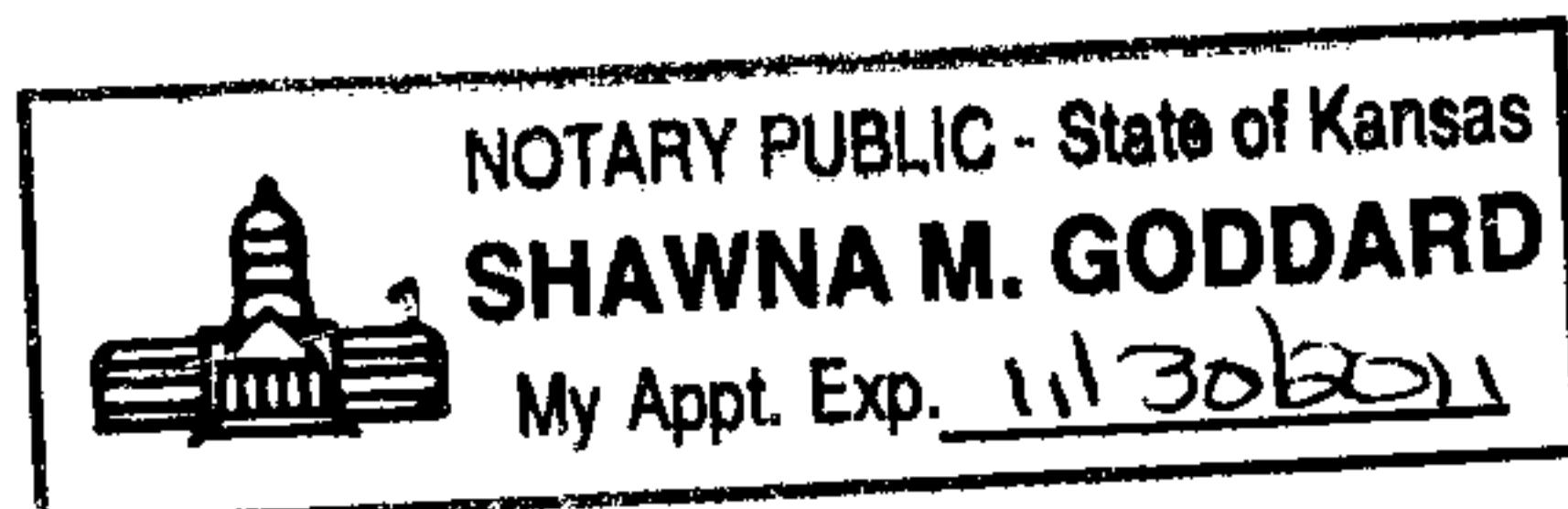
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STATE OF Kansas)
COUNTY OF Johnson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Larry S Smith, whose name as Dr. Vice President of Midland Loan Services, Inc., as Master Servicer for Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2006-GG7, Commercial Mortgage Pass-Through Certificates, Series 2006-GG7, 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 the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and on behalf of said corporation acting in its capacity as aforesaid.

GIVEN under my hand and seal of office this 15th day of July, 2009.

[SEAL]



Shawna M. Goddard
NOTARY PUBLIC
My Commission Expires: 11/30/2011

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 3

Parcel 1

Lot 3, according to the survey of Village on Valleydale at Southlake, as recorded in Map Book 11, Page 84, in the Probate Office of Shelby County, Alabama.

Parcel 2

Easement for the benefit of Parcel 1 as created by Declaration of Restrictions and Grant of Easements dated February 29, 1988 and recorded in Real Volume 173, Page 355 and Indenture of Establishment of Protective Covenants, Conditions and Restrictions, and Grant of Easements dated February 29, 1988 and recorded in Real Volume 173, Page 364 for the purpose described in these Easements over, under and across Lots 1 and 2, with respect to Real Volume 173, Page 355 and Lot 4, with respect to Real Volume 173, Page 364. Subject to terms, provisions and conditions set forth in said instruments.

Lot 4A

Lot 4A, according to a resurvey of Lots 4, 5 and 6, Village on Valleydale at Southlake, as recorded in Map Book 13, page 65, in the Probate Office of Shelby County, Alabama.



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EXHIBIT "B"

LOT 4A SITE PLAN

