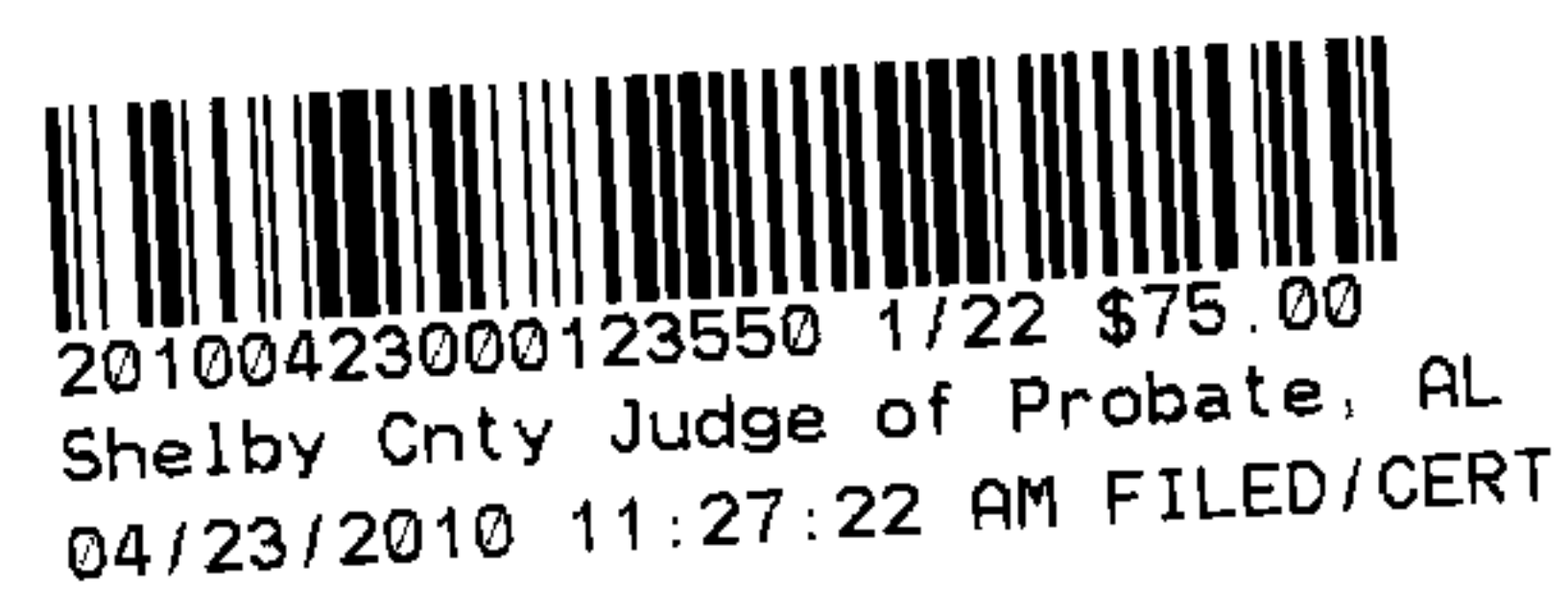


SECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
THE LOFTS AT EDENTON, A CONDOMINIUM



Dated: April 22nd, 2010

This instrument prepared by:

Carol H. Stewart
Melinda E. Sellers
Burr & Forman LLP
3400 Wachovia Tower
420 North 20th Street
Birmingham, Alabama 35203
(205) 251-3000

**SECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
THE LOFTS AT EDENTON, A CONDOMINIUM**

STATE OF ALABAMA)
SHELBY COUNTY)

THIS SECOND AMENDMENT to the Declaration of Condominium of The Lofts at Edenton, A condominium ("Second Amendment") is made this 22nd day of April 2010, by **CAHABA BEACH INVESTMENTS, LLC**, an Alabama limited liability company (the "Developer"), for the purpose of amending the Declaration of Condominium of The Lofts at Edenton, A Condominium as filed in the Office of the Judge of Probate of Shelby County, Alabama on February 25, 2010, in Instrument 20100225000056160 as amended by the First Amendment to Declaration of Condominium of The Lofts at Edenton, a condominium as filed in the Office of the Judge of Probate of Shelby County, Alabama on March 30, 2010 in Instrument 201000330000095330 (the "Declaration"), and to reflect a further amendment to the Plat recorded in Book 41, Page 110A-110I as amended by the Amended Plat recorded in Book 41 Page 116A-116H as further amended as recorded in Map Book 41, Pages 121A through 121L in the Office of the Judge of Probate of Shelby County, Alabama (the "Plat").

WITNESSETH:

WHEREAS, the Declaration was filed on February 25, 2010, for the purpose of establishing a plan of condominium ownership for certain real property situated in Shelby County, Alabama known as The Lofts at Edenton, A Condominium (the "Condominium");

WHEREAS, the Developer, pursuant to Article II, Section 2.3, Article III, Section 3.1(a) and (c), and Section 3.2, and Article XII, Section 12.1(b) of the Declaration, desires to amend the Declaration to add one building containing four (4) Units, one building containing five (5) Units, and one building containing nine (9) Units for a total of eighteen (18) Units and certain associated Common Elements and Limited Common Elements to the Condominium; the Condominium containing a total of thirty-eight (38) Units as set forth below;

WHEREAS, the Developer, pursuant to Article XII, Section 12.1(b) of the Declaration, desires to amend and restate Article II, Section 2.1 as set forth below;

WHEREAS, the Developer, pursuant to Article II, Section 2.3, Article III, Section 3.1(a) and (c), and Section 3.2, and Article XII, Section 12.1(b) of the Declaration, desires to amend Exhibit "D" to the Declaration to add the additional pages as shown on Exhibit "A" attached hereto and to reflect the amendment of the Plat recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 41, Page 121A-121L; and

WHEREAS, the Developer, pursuant to Article II, Section 2.3, Article III, Section 3.1(a) and (c), and Section 3.2, and Article XII, Section 12.1(b) of the Declaration, desires to amend and restate



Exhibit "E" attached to the Declaration to adjust the percentage of ownership of Common Elements, Common Expense liability and votes as shown on Exhibit "B" attached hereto.

NOW THEREFORE, upon the recording hereof, the Developer does hereby amend the Declaration as follows:

1. The Developer, pursuant to Article II, Section 2.3, Article III, Section 3.1(a) and (c), and Section 3.2, and Article XII, Section 12.1(b) of the Declaration, does hereby amend the Declaration to submit one building containing four (4) Units, one building containing five (5) Units, and one building containing nine (9) Units for a total of eighteen (18) Units and certain associated Common Elements and Limited Common Elements to the Condominium; the Condominium containing a total of thirty-eight (38) Units.

2. The Developer, pursuant to Article II, Section 2.3 and Article III, Section 3.1(a) and (c), and Section 3.2, and Article XII, Section 12.1(b) of the Declaration, does hereby amend Article II, Section 2.1 of the Declaration which previously provided:

2.1 Description of Improvements and Identification of Units. The Condominium Property consists of twenty (20) Units and certain Common Element improvements. A Plat of the Condominium Property and a graphic description of each Unit identifying it by a number so that no Unit bears the same designation as any other Unit, all in sufficient detail to identify the Common Elements, the Limited Common Elements, if any, and each Unit and their relative locations and approximate dimensions, are set forth in the Plan attached hereto as Exhibit "D."

to provide as follows:

2.1 Description of Improvements and Identification of Units. The Condominium Property consists of thirty-eight (38) Units and certain Common Element improvements. A Plat of the Condominium Property and a graphic description of each Unit identifying it by a number so that no Unit bears the same designation as any other Unit, all in sufficient detail to identify the Common Elements, the Limited Common Elements, if any, and each Unit and their relative locations and approximate dimensions, are set forth in the Plan attached hereto as Exhibit "D."

3. The Developer, pursuant to Article XII, Section 12.2(b), does hereby and restate Article II, Section 2.1 of the Declaration which previously provided:

2.1 Right to Withdraw Property from the Condominium. Developer further reserves the right to withdraw all or portions of the property described in Exhibit "B" attached hereto on which Developer has not built Additional Units. Developer shall have the right to withdraw such property so long as Developer exercises such right within seven (7) years of the conveyance of the first Unit in the

Condominium. In the event that Developer exercises such right to withdraw property, the Association shall provide to Developer an easement over the roads to access the withdrawn property, and the Developer shall agree to pay its pro rata share of the Common Expenses related to the roads and any entrance ways in the Condominium. The withdrawal may be accomplished by filing an amendment to the Declaration and the Plat reflecting such withdrawal, which amendments only need to be signed by the Developer or its successor in interest to such Development Right. After such withdrawal, all responsibility for maintenance and insurance of the withdrawn property shall be the responsibility of the Developer or the successor to its rights.

to provide as follows:

2.1 Right to Withdraw Property from the Condominium.

Developer further reserves the right to withdraw all or portions of the property described on the Plat attached as Exhibit "A" to the Second Amendment to Declaration of Condominium of The Lofts at Edenton, A Condominium on which Developer has not built Additional Units. Developer shall have the right to withdraw such property so long as Developer exercises such right within seven (7) years of the conveyance of the first Unit in the Condominium. In the event that Developer exercises such right to withdraw property, the Association shall provide to Developer an easement over the roads to access the withdrawn property, and the Developer shall agree to pay its pro rata share of the Common Expenses related to the roads and any entrance ways in the Condominium. The withdrawal may be accomplished by filing an amendment to the Declaration and the Plat reflecting such withdrawal, which amendments only need to be signed by the Developer or its successor in interest to such Development Right. After such withdrawal, all responsibility for maintenance and insurance of the withdrawn property shall be the responsibility of the Developer or the successor to its rights.

4. The Developer, does hereby amend Exhibit "D" to the Declaration to reflect the amendment of the Plat to add certain pages to the Plat as shown on Exhibit "B," and as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 41, Page 121A-121L, which shows the location of one building containing four (4) Units, one building containing five (5) Units, and one building containing nine (9) Units for a total of eighteen (18) Units and certain associated Common Elements and Limited Common Elements, and a graphic description of each Unit identifying it by a number so that no Unit bears the same designation as any other Unit or Additional Unit, all in sufficient detail to identify the Common Elements, the Limited Common Elements, if any, and each additional Unit and their relative locations and approximate dimensions for a total of thirty-eight (38) Units in the Condominium.

5. The Developer, pursuant to Article III, Section 3.5, and Article XII, Section 12.1(b) of the Declaration, does hereby amend and restate Exhibit "E" to the Declaration to reallocate the

percentage of ownership of the Common Elements, the Common Expense liability and the votes among the Units as shown on Exhibit "B" attached hereto and made a part hereof.

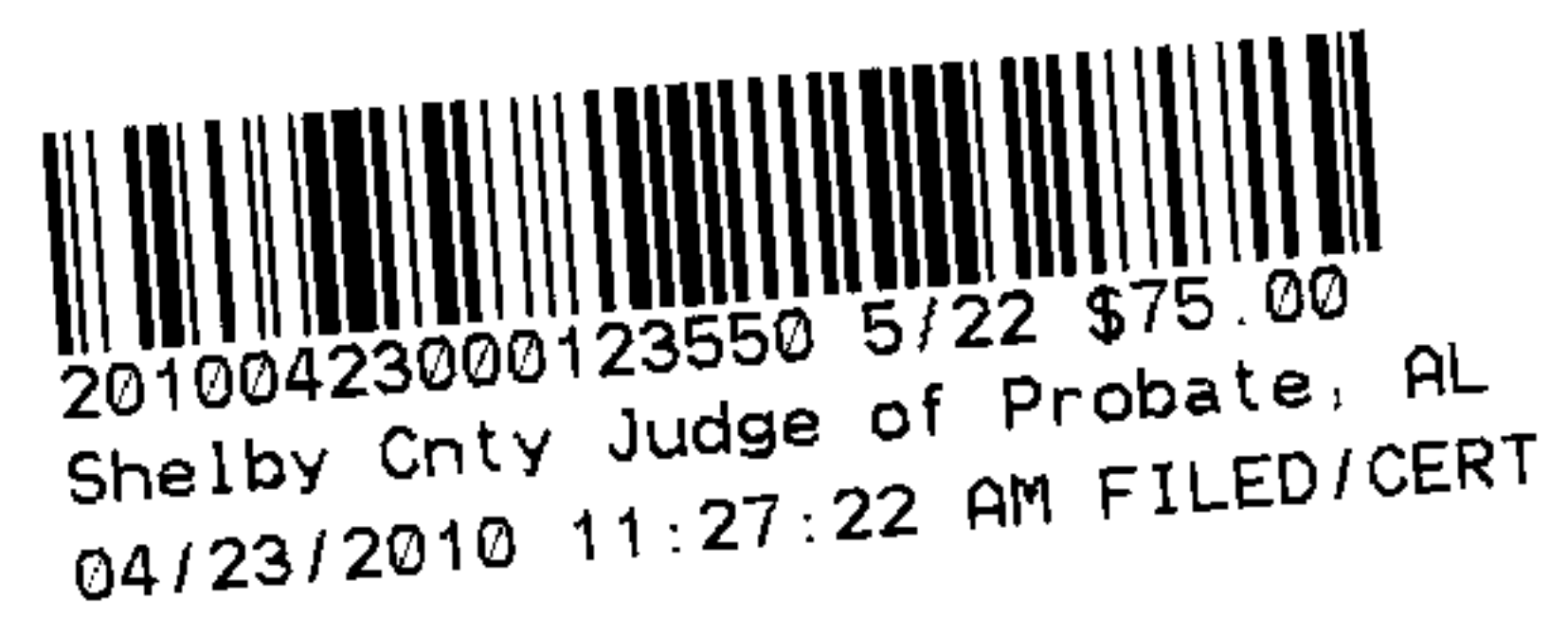
6. It is the intention of the parties that the provisions of this Second Amendment to Declaration are severable, so that if any provision is invalid or void under any applicable federal, state or local law or ordinance, decree, order, judgment or otherwise, the remainder shall be unaffected thereby.

7. The provisions of this Second Amendment to Declaration shall be liberally construed to effectuate its purpose of adding one building containing four (4) Units, one building containing five (5) Units, and one building containing nine (9) Units for a total of eighteen (18) Units and certain associated Common Elements and Limited Common Elements, to reflect an amendment of the Plat, and to reallocate the percentage of ownership of the Common Elements, the Common Expense liability and the votes among the Units in the Condominium.

8. This Second Amendment to Declaration has been executed by the undersigned and filed in the Office of the Judge of Probate of Shelby County, Alabama for the purpose as stated above. Except for the aforesaid, the terms and conditions of the Declaration shall continue to be in full force and effect without any other changes whatsoever.

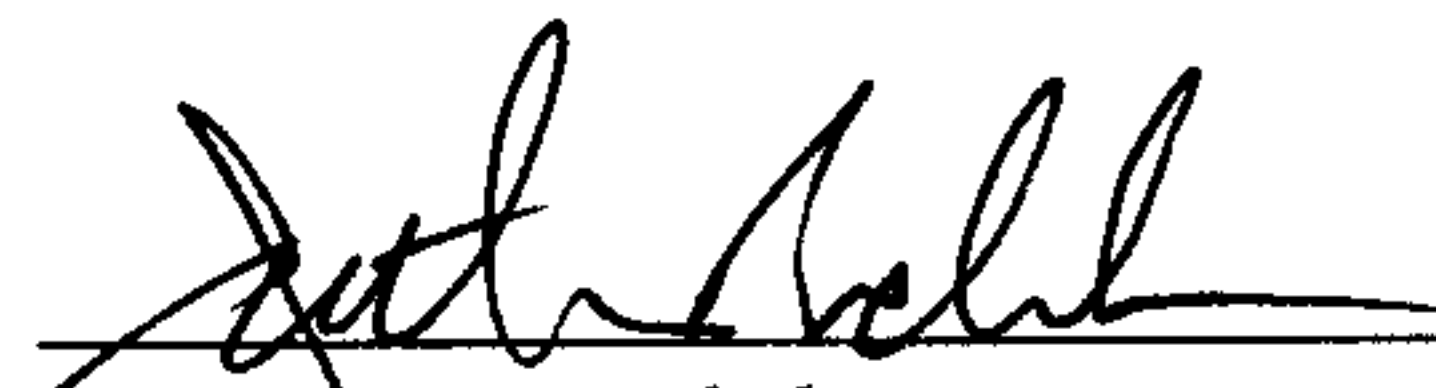
9. Capitalized terms as used herein shall have the same meaning as they are defined in the Declaration and the Act, unless the context clearly indicates a different meaning therefore.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, the Developer, Cahaba Beach Investments, LLC, has executed this Second Amendment to the Declaration on this 22nd day of April 2010.

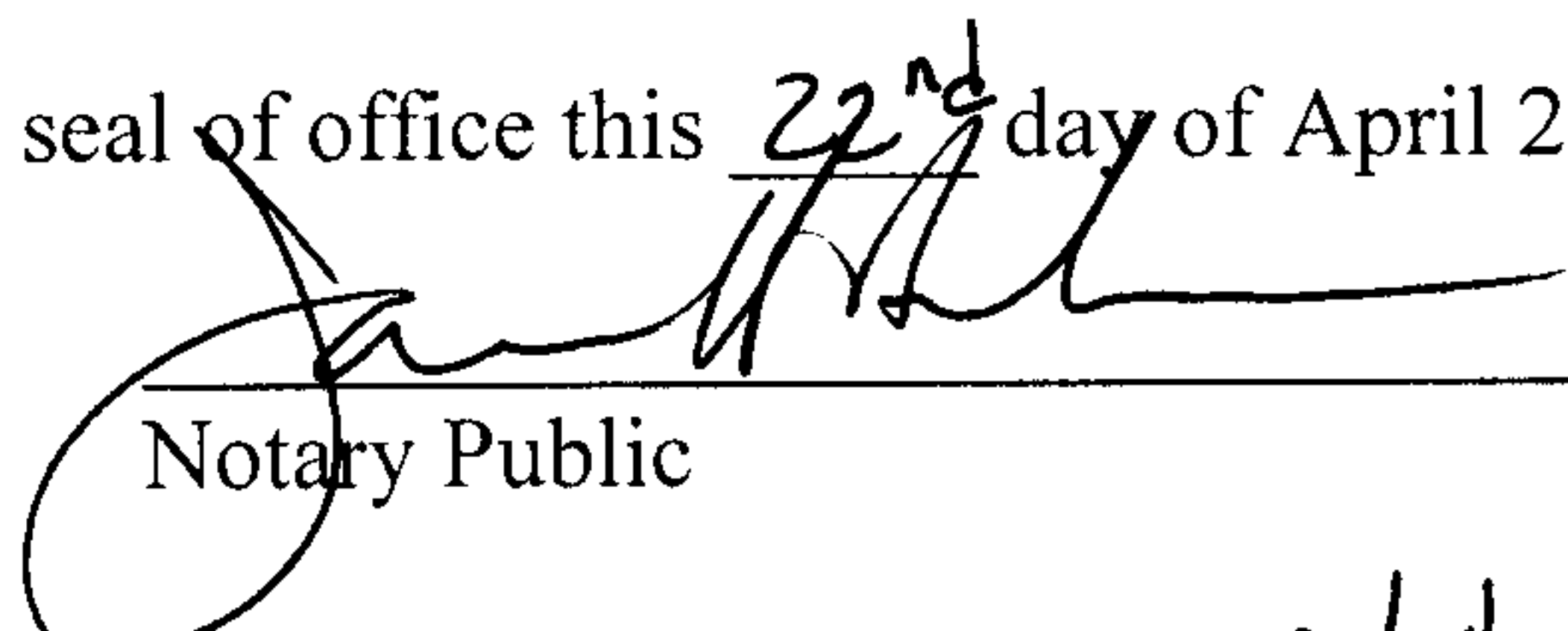
CAHABA BEACH INVESTMENTS, LLC,
an Alabama limited liability company

By: 
Jonathan Belcher
Its President

STATE OF ALABAMA)
SHELBY COUNTY)


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **JONATHAN BELCHER** whose name as President of **CAHABA BEACH INVESTMENTS, LLC**, an Alabama limited liability company, is signed to the foregoing Second Amendment to Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Second Amendment to Declaration, he, as such officer, and with full authority, executed the same voluntarily on the date the same bears date.

Given under my hand and official seal of office this 22nd day of April 2010.


Notary Public
My Commission Expires: 7/5/2010


[NOTARY SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 5, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS


20100423000123550 6/22 \$75.00
Shelby Cnty Judge of Probate, AL
04/23/2010 11:27:22 AM FILED/CERT

The undersigned, as **Mortgagee** under the Mortgage encumbering the real property identified in the foregoing Second Amendment to Declaration, joins in the execution of the foregoing Second Amendment to Declaration, for the sole purpose of consenting to the recording of the Second Amendment to Declaration. The undersigned is not the Developer, and does not assume any obligation whatsoever under the terms, covenants and conditions of the foregoing Second Amendment to Declaration, and the execution hereof does not in any way subordinate or make the said Mortgage inferior to the said Second Amendment to Declaration.

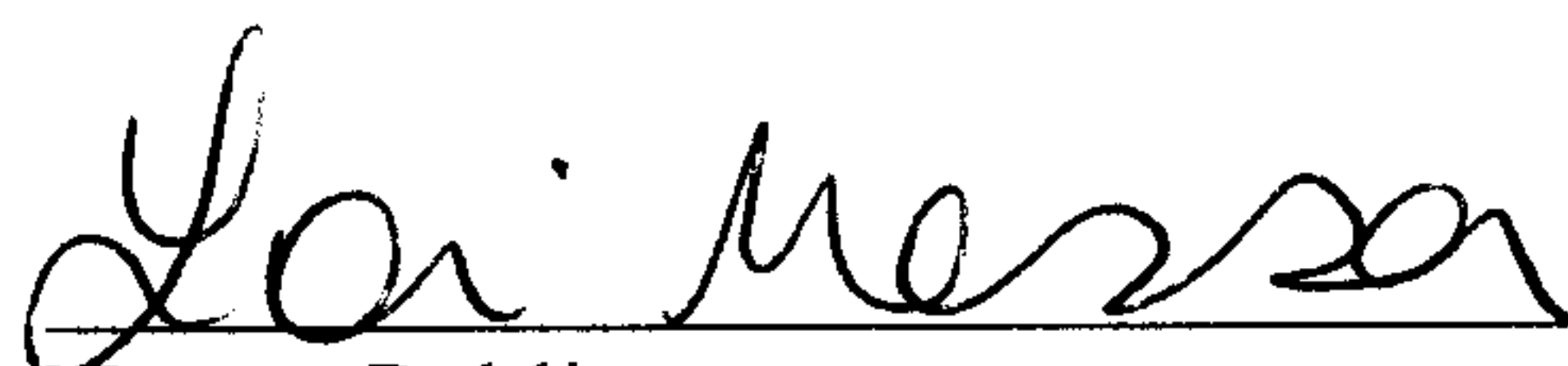
COMPASS BANK

By: 
Ben C. Hendrix
Its Senior Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ben C. Hendrix, whose name as Senior Vice President of **COMPASS BANK**, is signed to the foregoing Second Amendment to Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Second Amendment to Declaration, he as such officer, and with full authority, executed the same voluntarily for and as the act of said banking association on the day the same bears date.

Given under my hand and seal of office this 23 day of April 2010.


Notary Public

[NOTARY SEAL]

My commission expires: _____


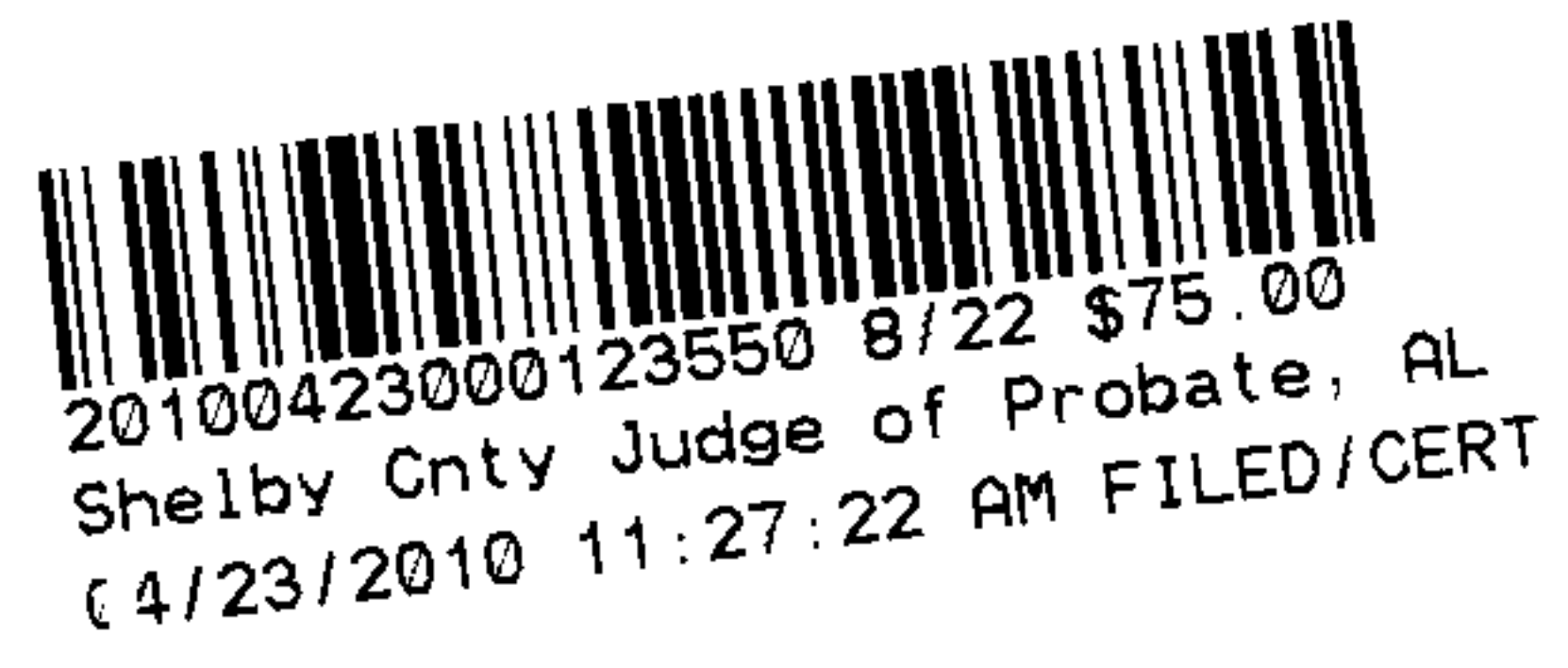

20100423000123550 7/22 \$75.00
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EXHIBIT "A" TO SECOND AMENDMENT
AMENDMENT TO EXHIBIT "D" TO DECLARATION OF CONDOMINIUM OF
THE LOFTS AT EDENTON, A CONDOMINIUM
ADDITIONAL PAGES OF PLAT AND PLANS OF THE CONDOMINIUM





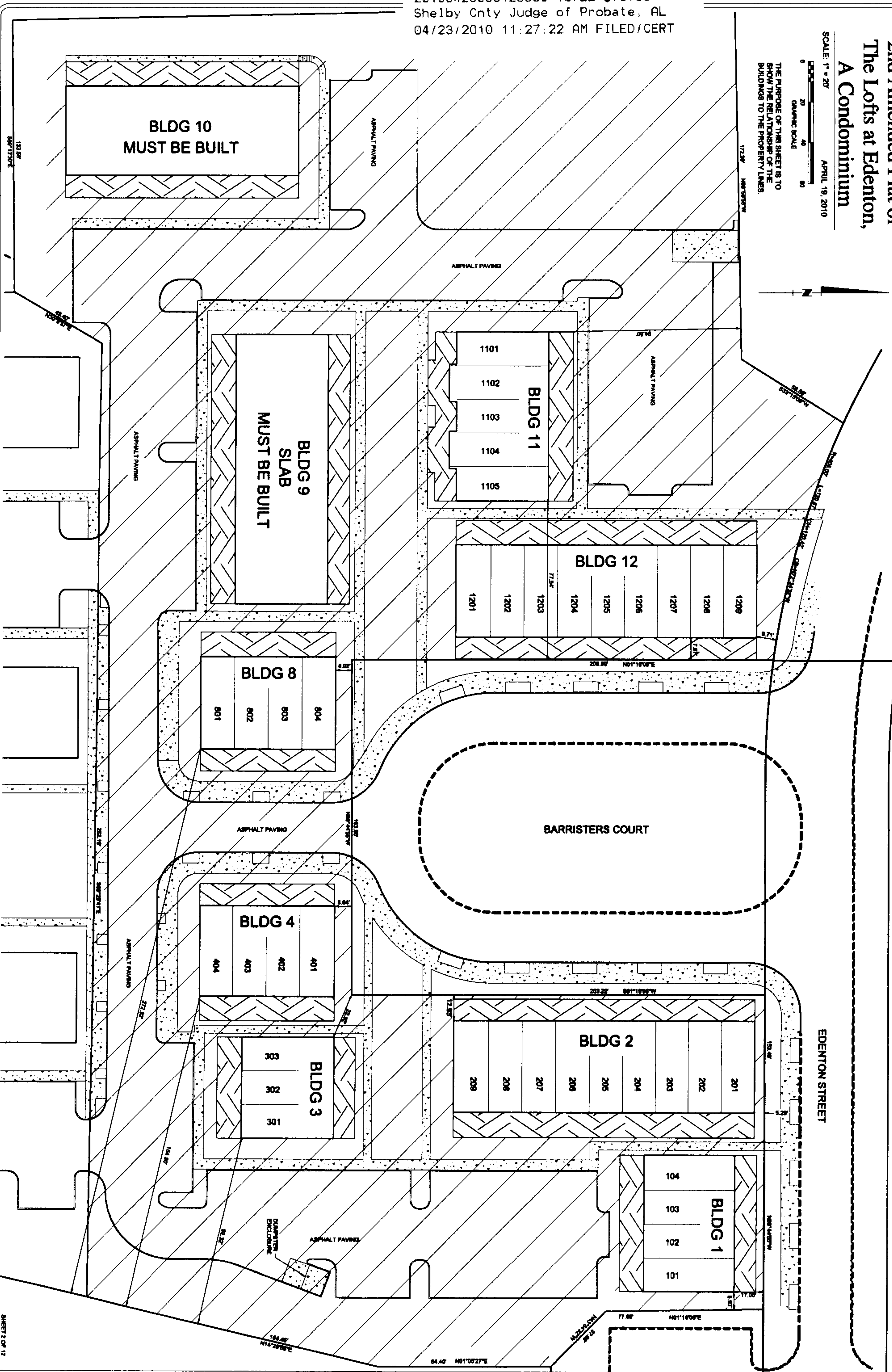
20100423000123550 10/22 \$75.00
Shelby Cnty Judge of Probate, AL
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2nd Amended Plat of
The Lofts at Edenton,
A Condominium

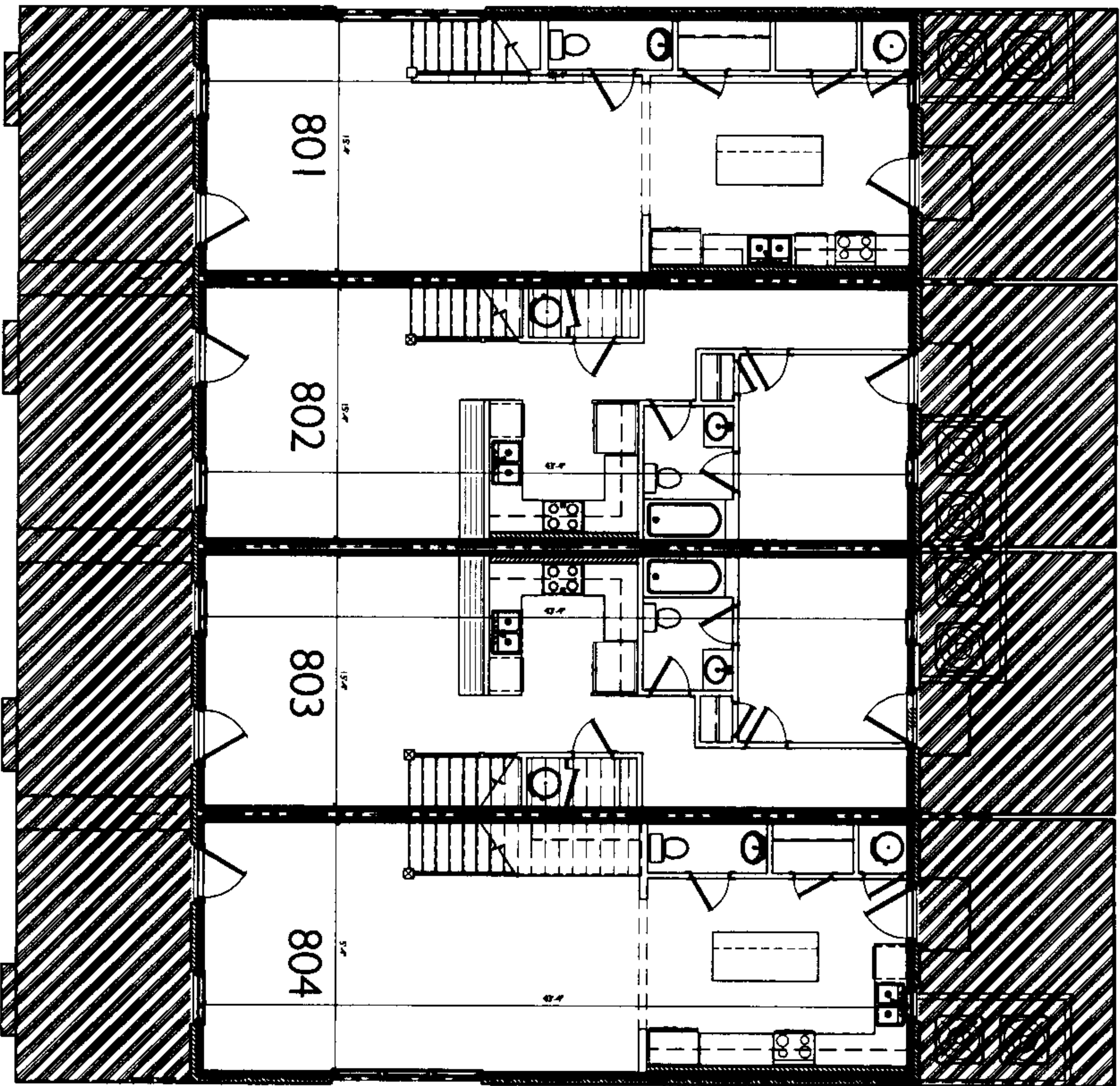
SCALE: 1" = 20'
APRIL 19, 2010

GRAPHIC SCALE
0 20 40 60

THE PURPOSE OF THIS SHEET IS TO
SHOW THE RELATIONSHIP OF THE
BUILDINGS TO THE PROPERTY LINES.



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1 First Floor
Scale N.T.S.

SHEET
3 of 12

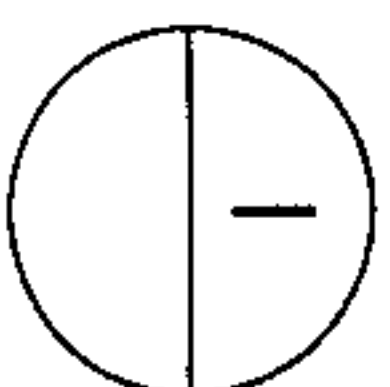
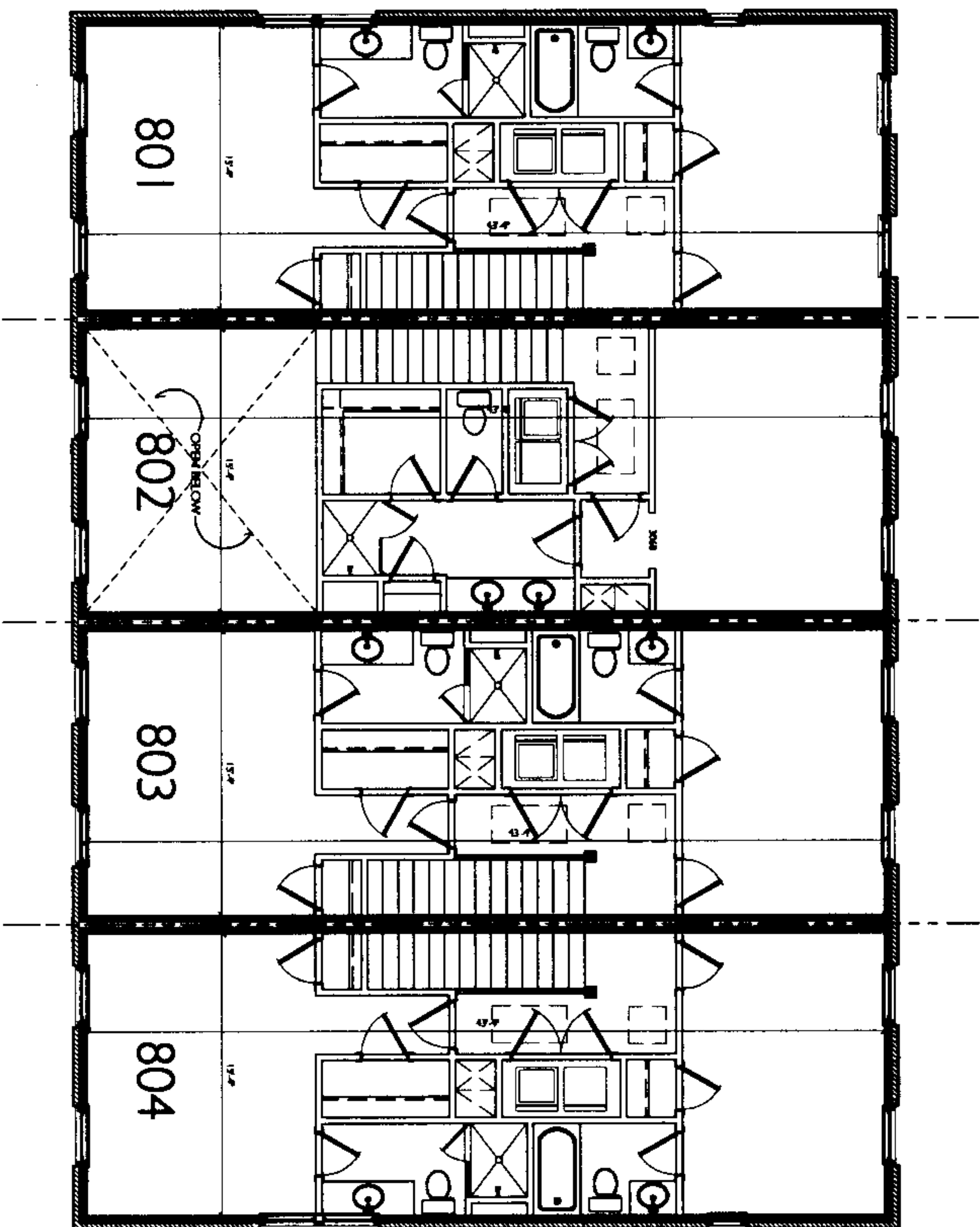
THE LOFTS AT EDENTON, A CONDOMINIUM
Building 8
Units: 801, 802, 803, 804
Shelby County, Alabama

LEGEND
COMMON ELEMENT
LIMITED COMMON ELEMENT

SIGNATURE HOMES
3545 Market Street
Hoover, Alabama 35226
Ph. 205.989.5588
Fax. 205.989.8884
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Second Floor

Scale N.T.S.

SHEET

4 of 12

THE LOFTS AT EDENTON, A CONDOMINIUM Building 8

Units: 801, 802, 803, 804

Shelby County, Alabama

LEGEND

COMMON ELEMENT

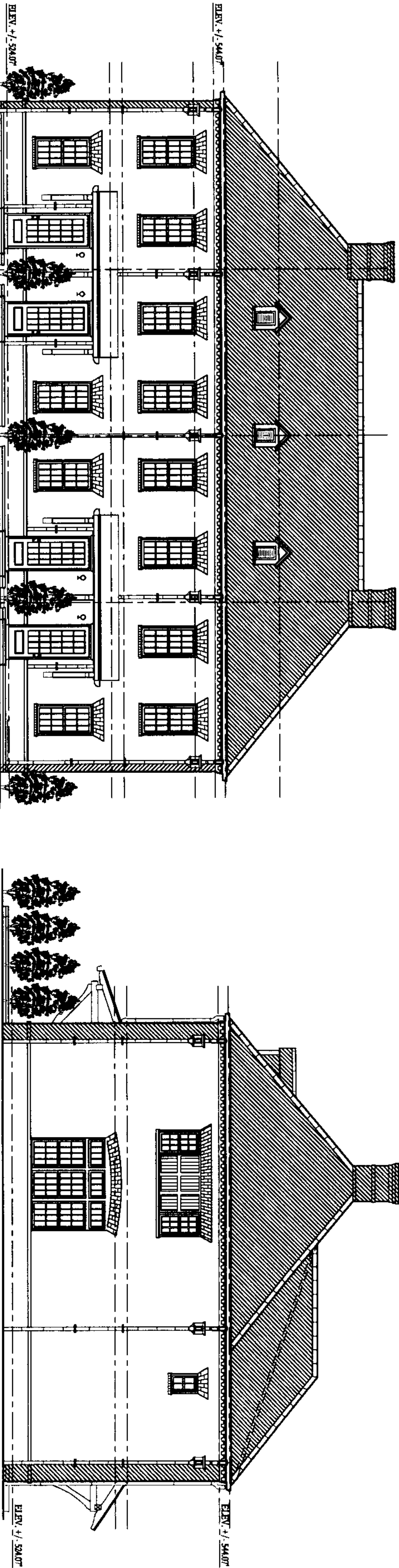
LIMITED COMMON ELEMENT

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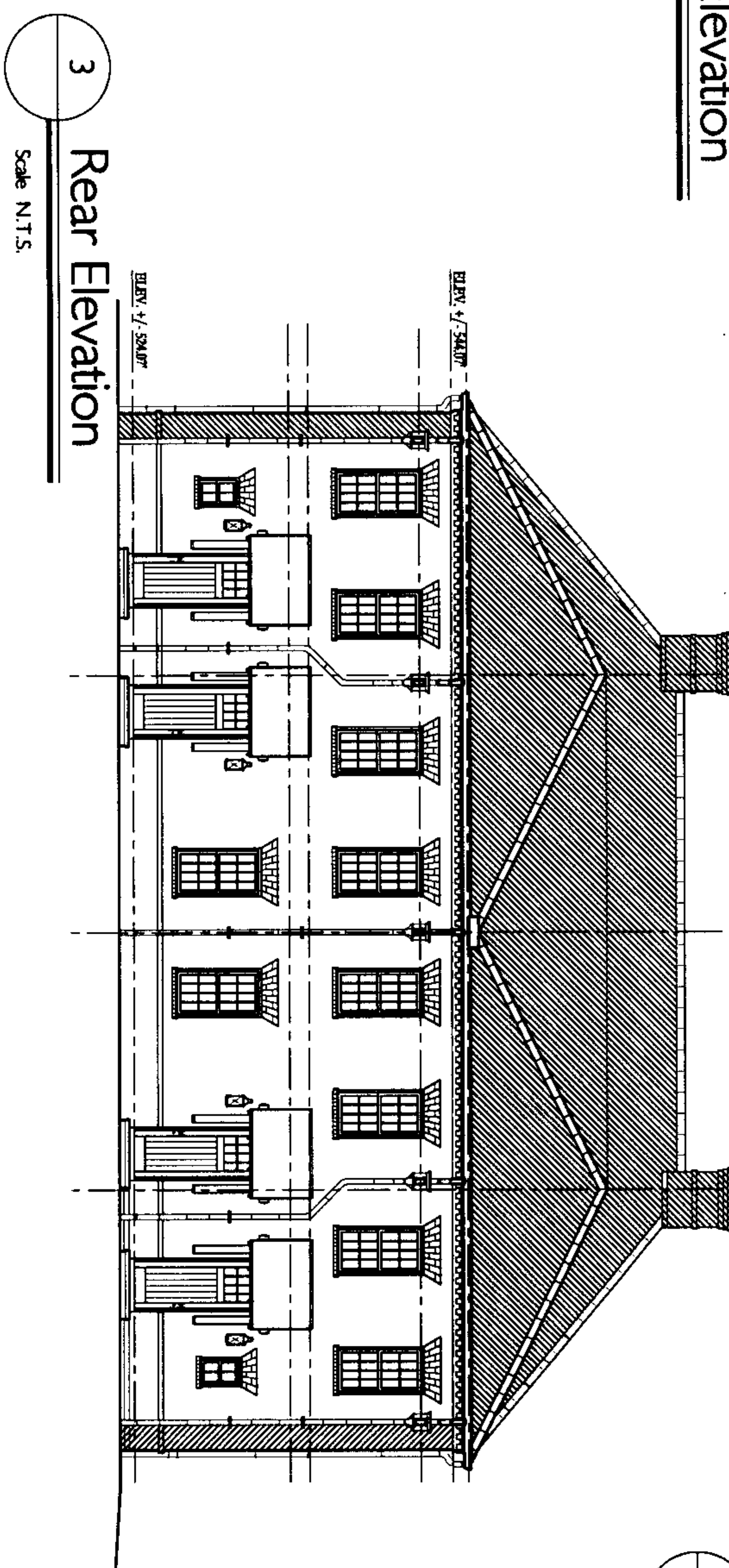


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1
Front Elevation
Scale N.T.S.

2
Side Elevation
Scale N.T.S.



3
Rear Elevation
Scale N.T.S.

SHEET
5 of 12

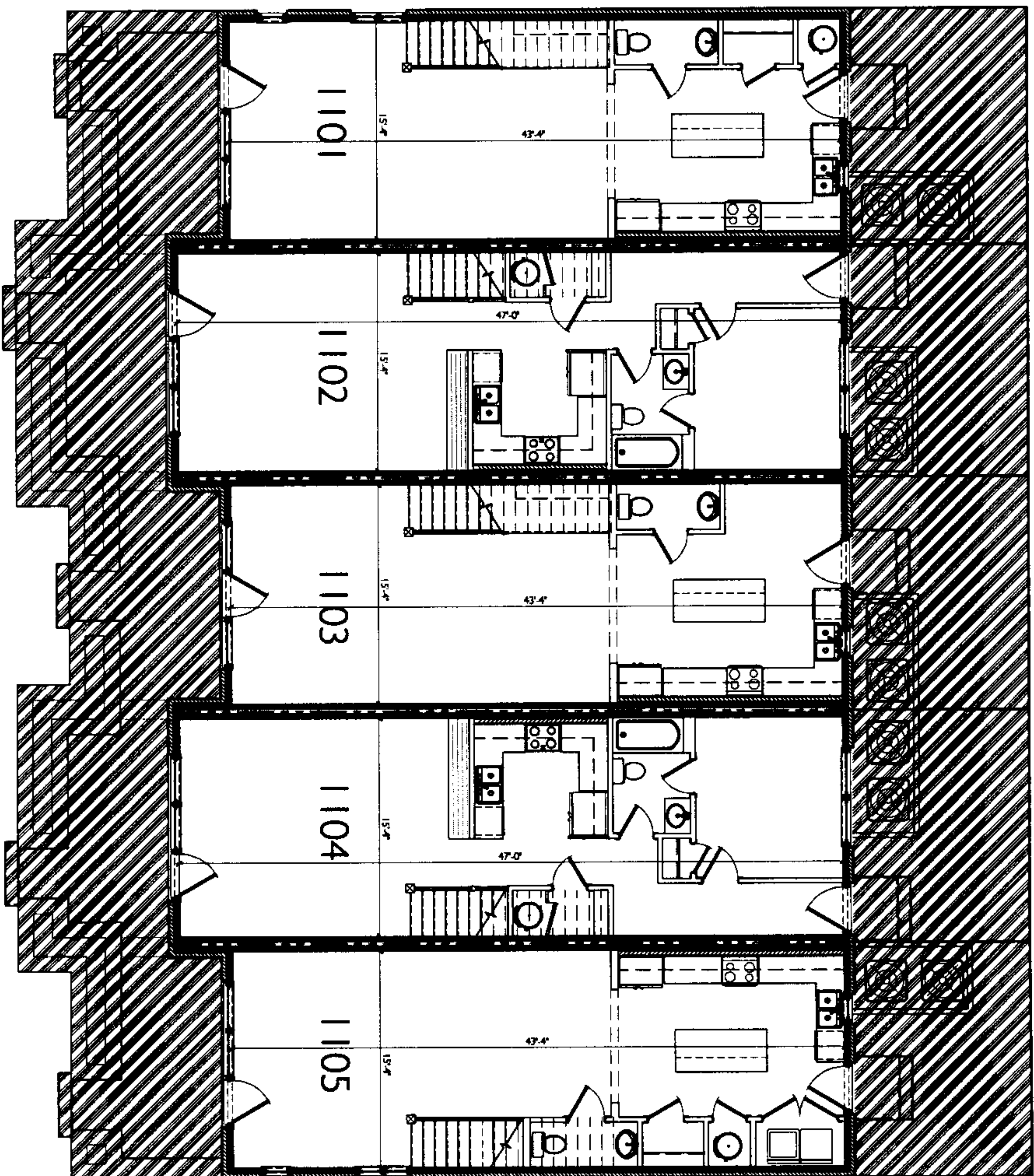
THE LOFTS AT EDENTON, A CONDOMINIUM
Building 8
Units: 801, 802, 803, 804
Shelby County, Alabama

LEGEND	
	COMMON ELEMENT
	LIMITED COMMON ELEMENT

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1 First Floor
Scale N.T.S.

SHEET
6 of 12

THE LOFTS AT EDENTON, A CONDOMINIUM
Building 11
Units: 1101, 1102, 1103, 1104, 1105
Shelby County, Alabama

LEGEND
COMMON ELEMENT
LIMITED COMMON ELEMENT

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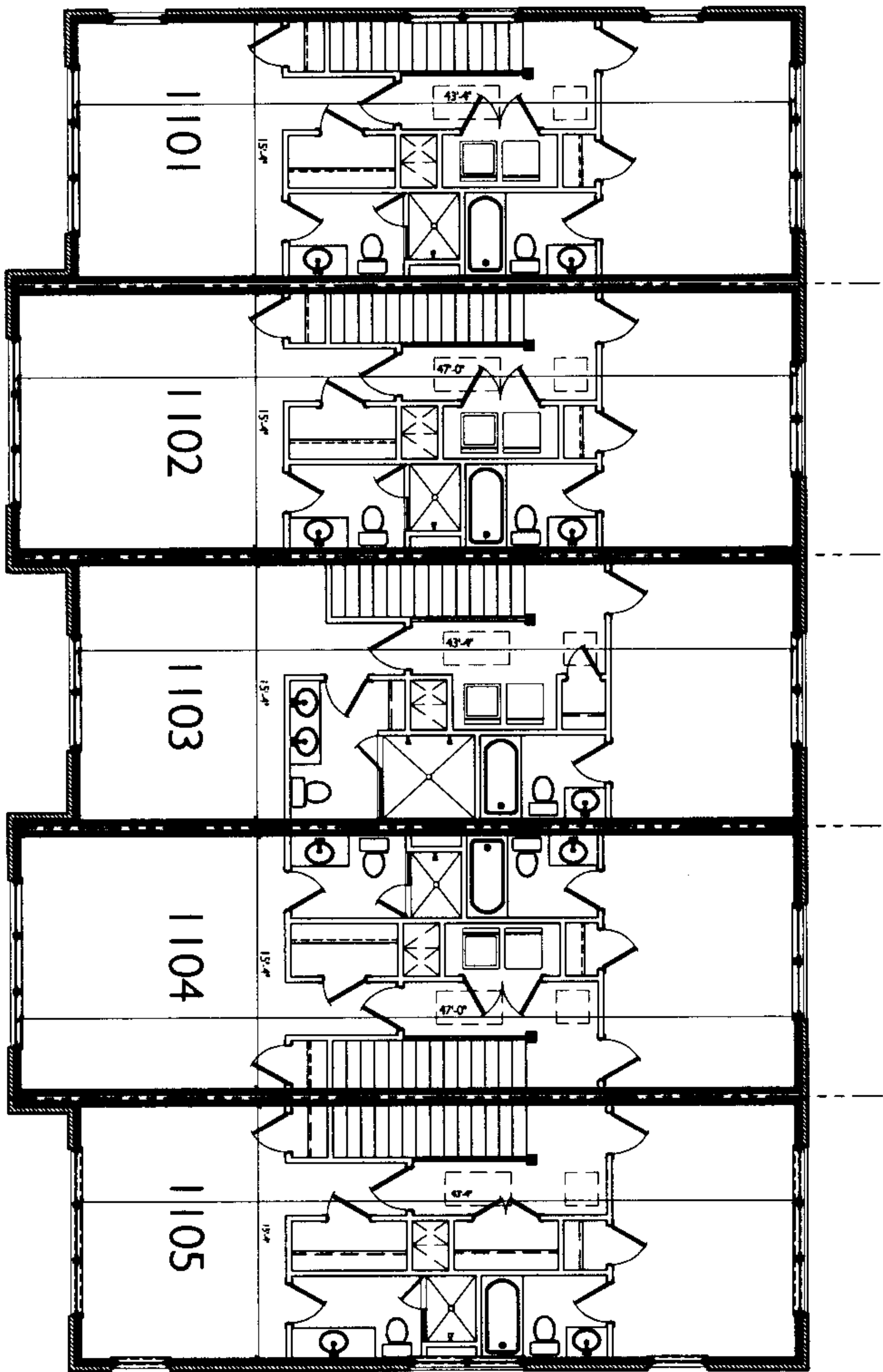


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1 Second Floor
Scale N.T.S.

SHEET

7 of 12

THE LOFTS AT EDENTON, A CONDOMINIUM Building 11

Units: 1101, 1102, 1103, 1104, 1105

Shelby County, Alabama

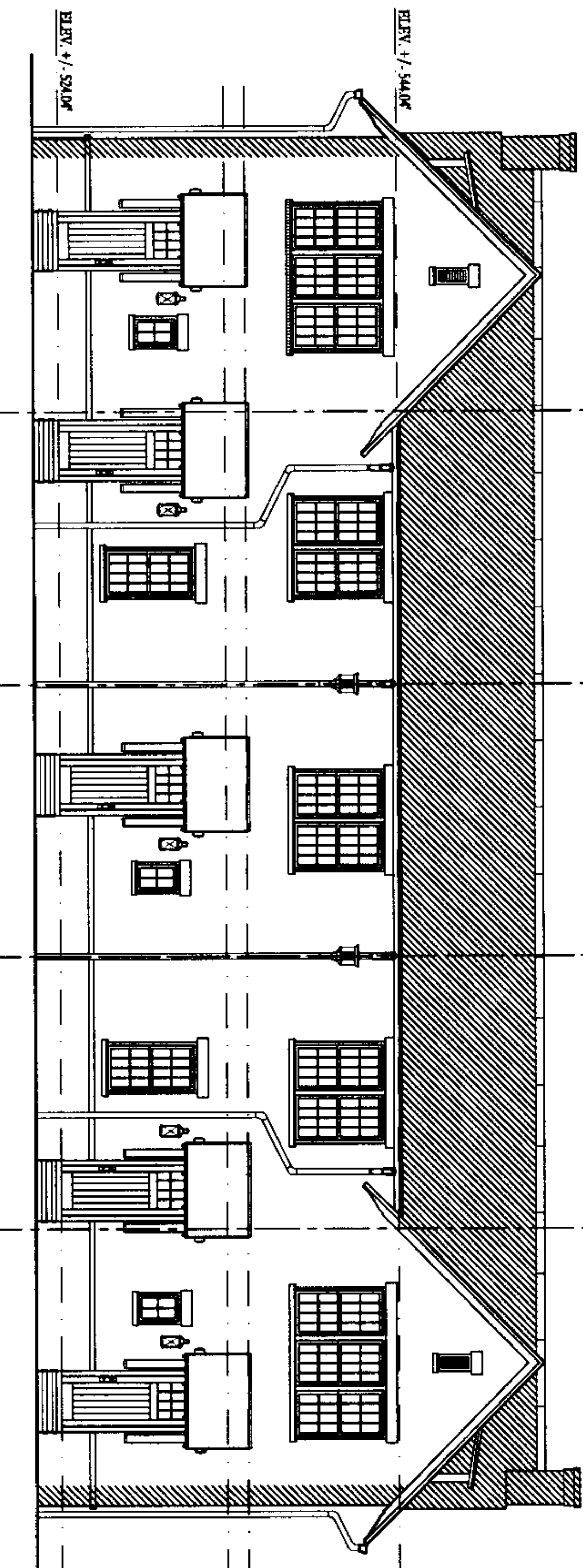
LEGEND

- COMMON ELEMENT
- LIMITED COMMON ELEMENT

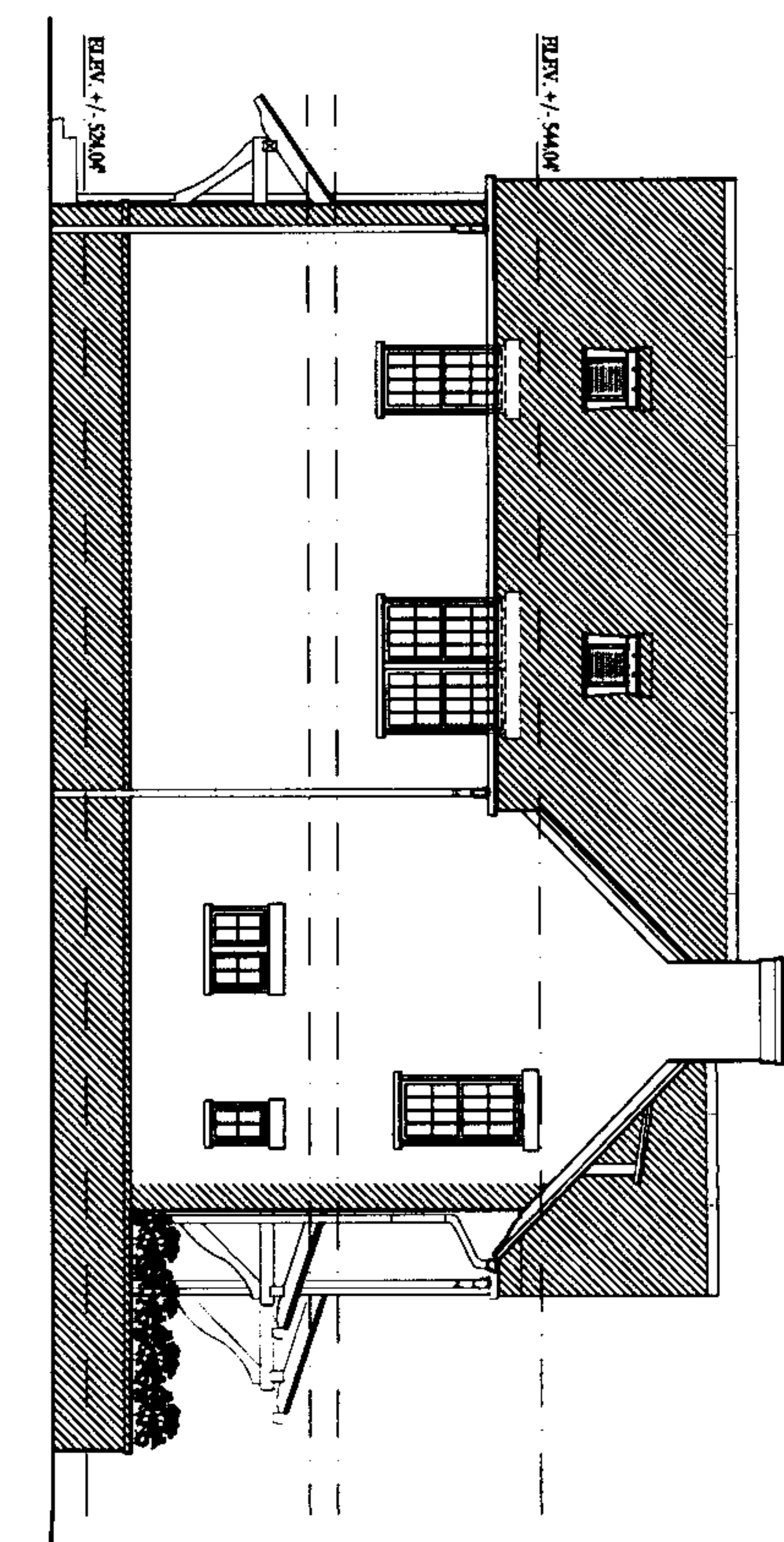
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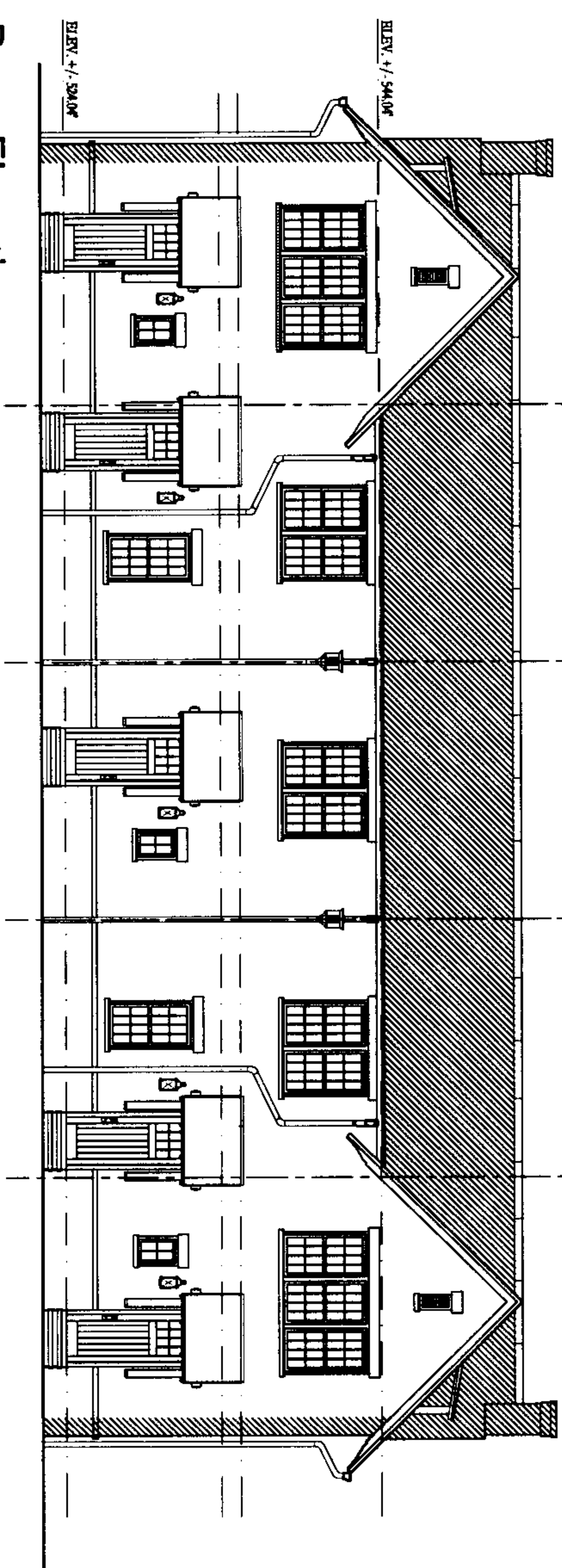
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1
Front Elevation
Scale N.T.S.



2
Side Elevation
Scale N.T.S.



3
Rear Elevation
Scale N.T.S.

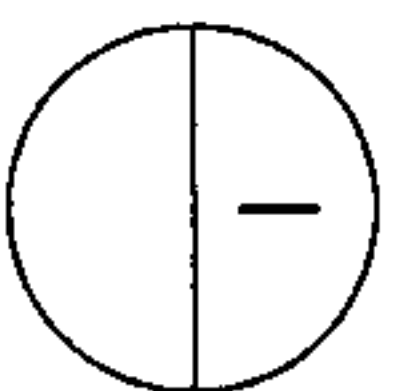
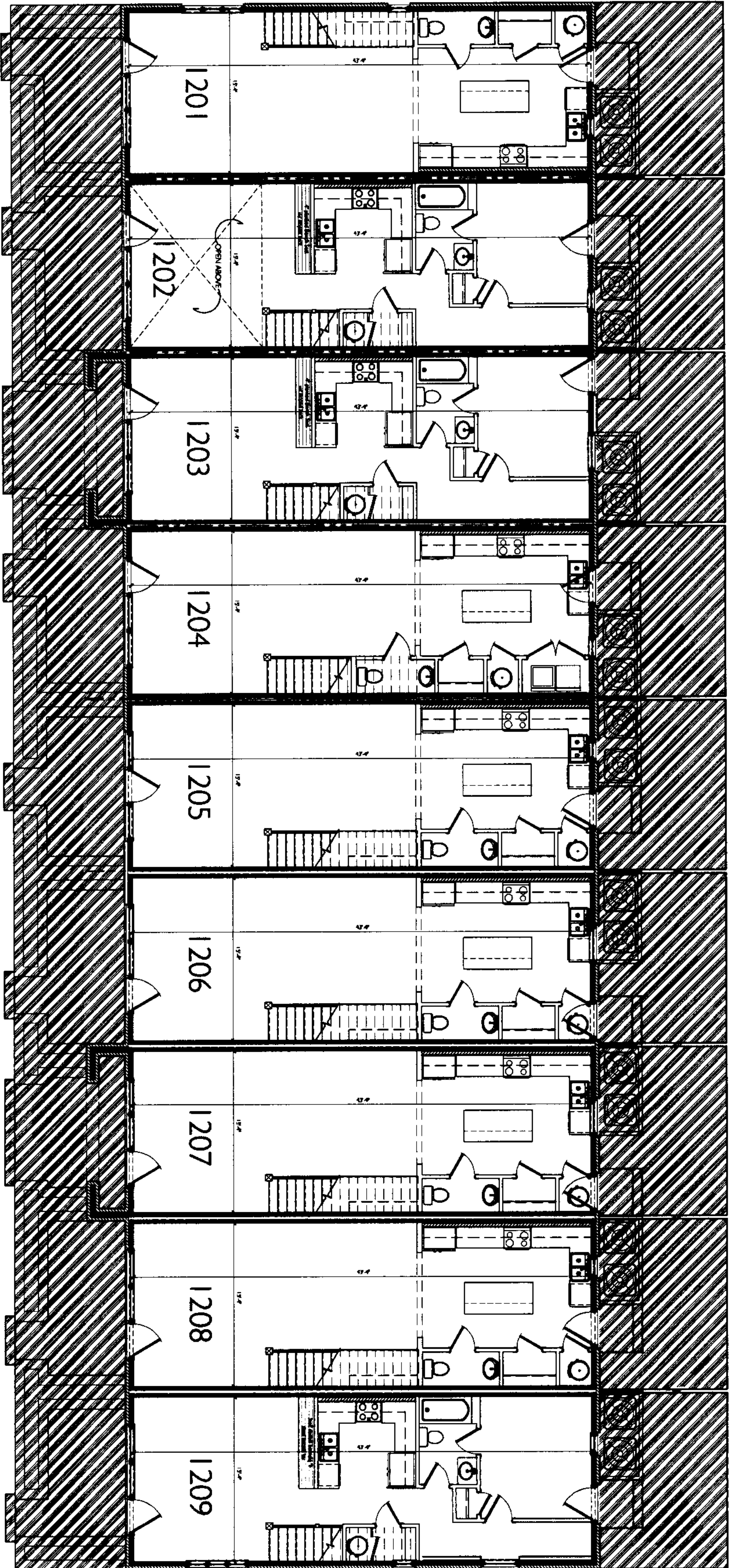
SHEET
8 of 12

THE LOFTS AT EDENTON, A CONDOMINIUM
Building 11
Units: 1101, 1102, 1103, 1104, 1105
Shelby County, Alabama

LEGEND	
	COMMON ELEMENT
	LIMITED COMMON ELEMENT

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First Floor

Scale N.T.S.

SHEET

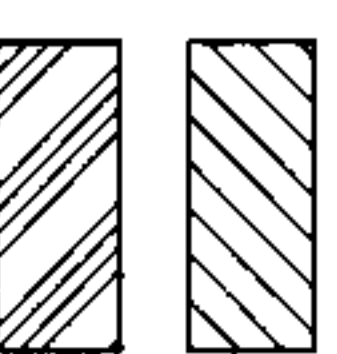
9 of 12

THE LOFTS AT EDENTON, A CONDOMINIUM Building 12

Units: 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209

Shelby County, Alabama

LEGEND



COMMON ELEMENT

LIMITED COMMON ELEMENT

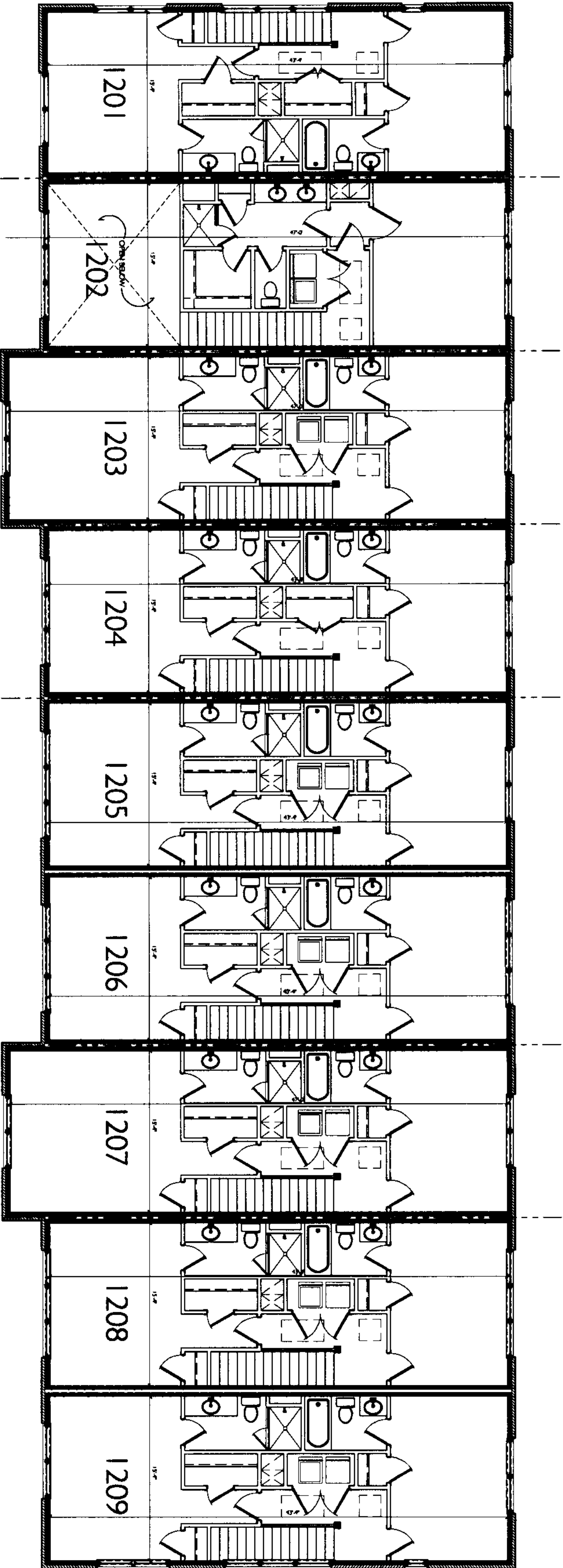
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1 Second Floor
Scale N.T.S.

SHEET

10 of 12

THE LOFTS AT EDENTON, A CONDOMINIUM
Building 12

Units: 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209

Shelby County, Alabama

LEGEND

- COMMON ELEMENT
- LIMITED COMMON ELEMENT

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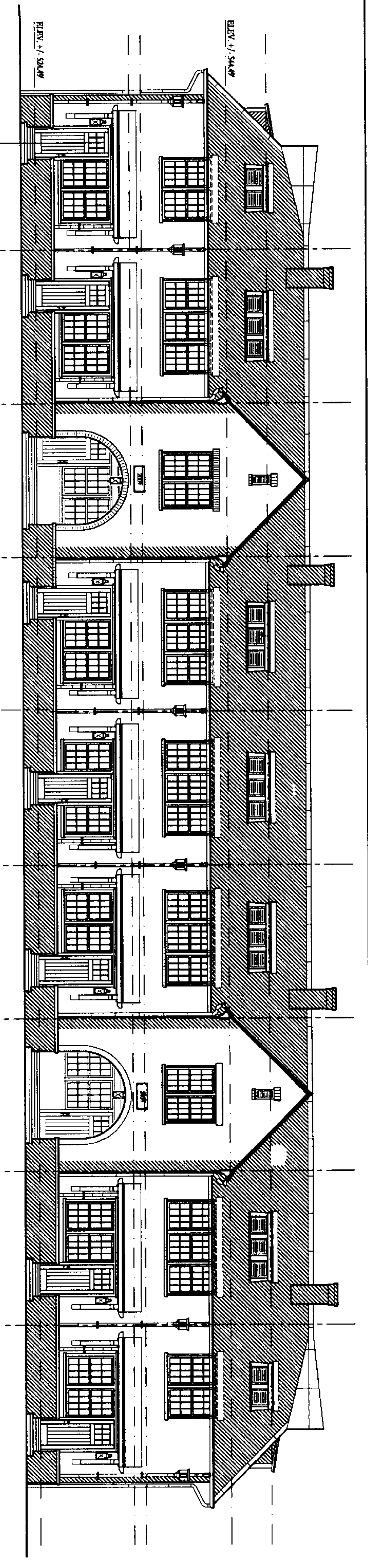


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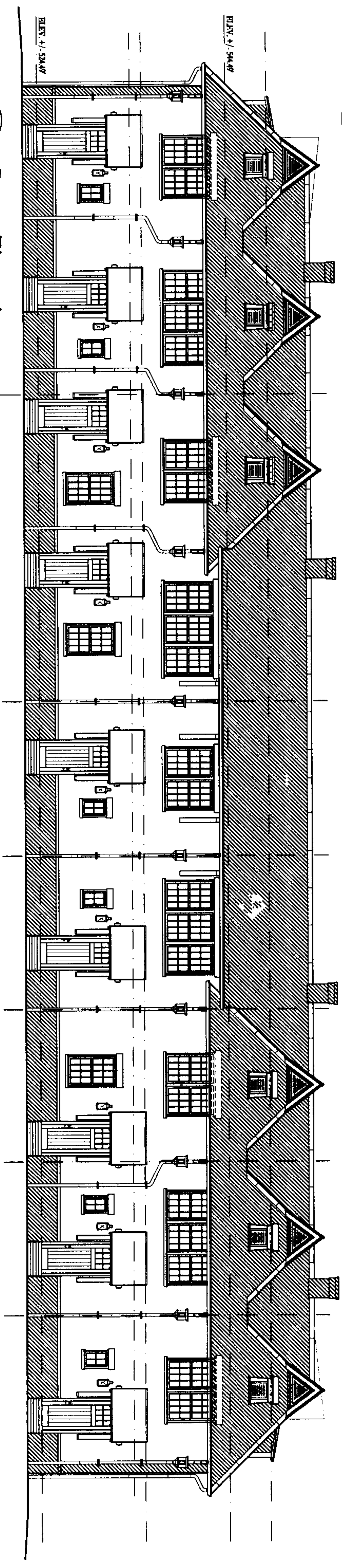
20100423000123550 19/22 \$75.00
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1
Front Elevation

Scale N.T.S.



2
Rear Elevation

Scale N.T.S.

S H E E T
11 of 12

THE LOFTS AT EDENTON, A CONDOMINIUM
Building 12
Units: 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209
Shelby County, Alabama

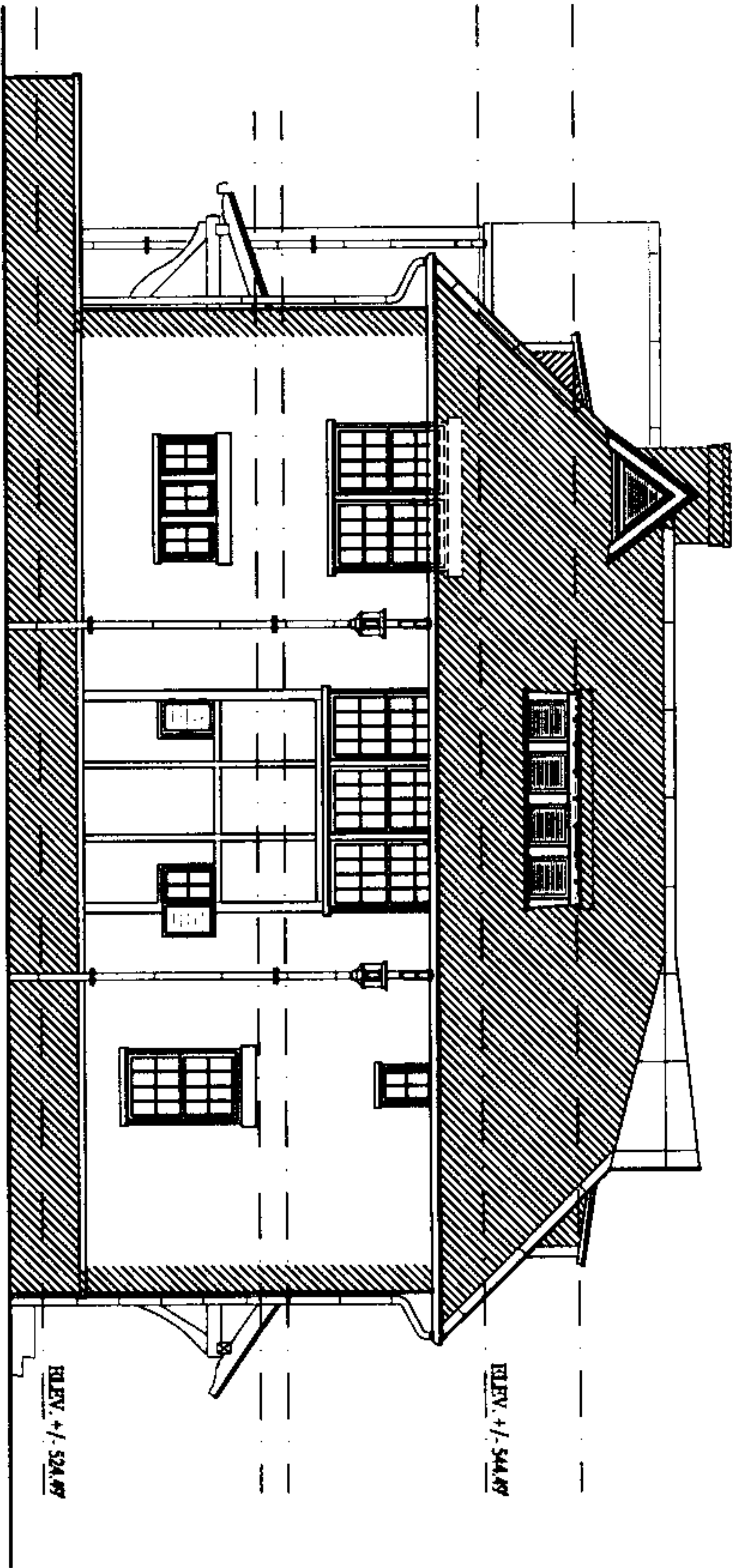
LEGEND	
	COMMON ELEMENT
	LIMITED COMMON ELEMENT

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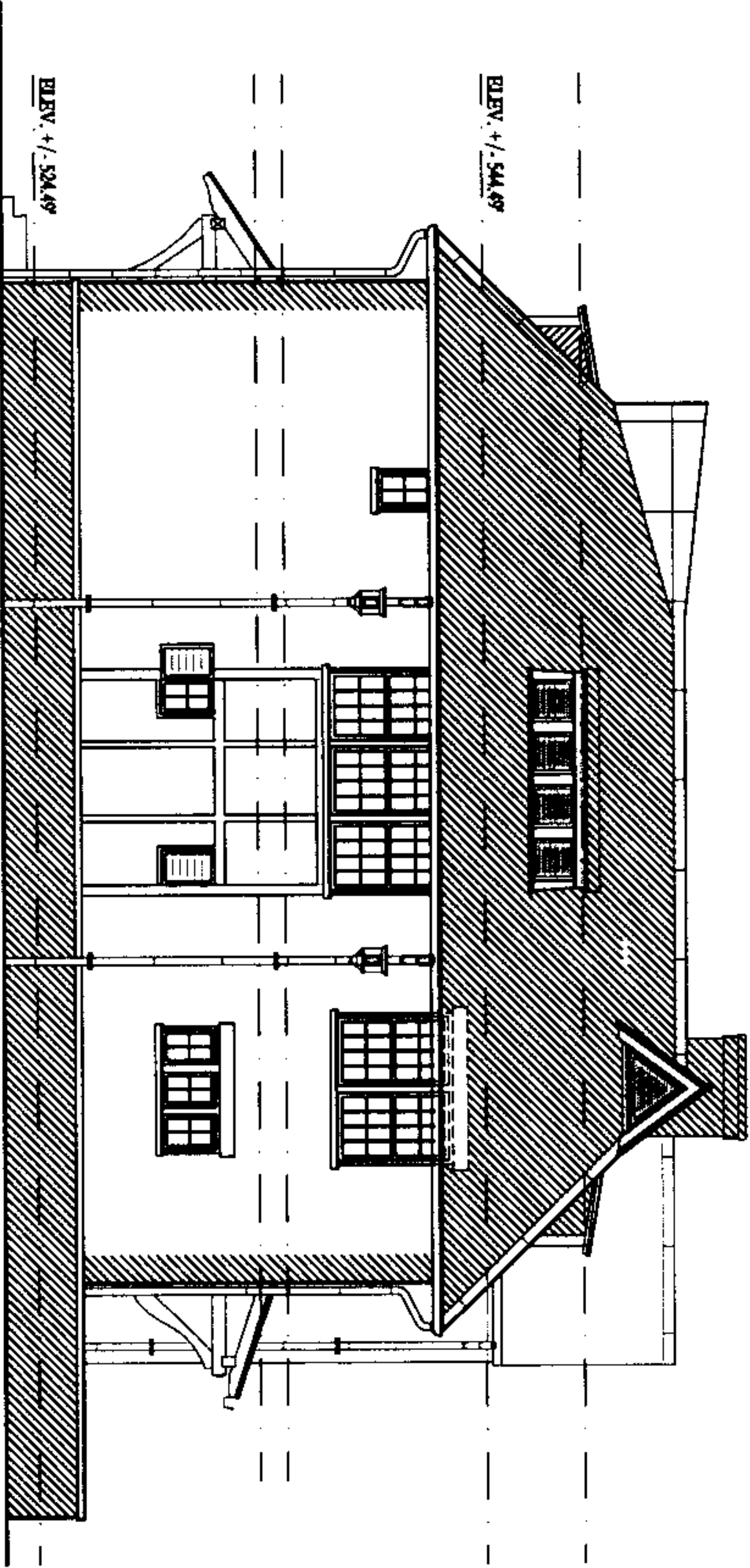
20100423000123550 20/22 \$75.00
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1 Right Side Elevation

Scale N.T.S.



2 Left Side Elevation

Scale N.T.S.

SHEET

12 of 12

THE LOFTS AT EDENTON, A CONDOMINIUM
Building 12

Units: 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209

Shelby County, Alabama

LEGEND

- COMMON ELEMENT
- LIMITED COMMON ELEMENT

SIGNATURE HOMES

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EXHIBIT "B" TO SECOND AMENDMENT

**EXHIBIT "E" TO DECLARATION OF CONDOMINIUM OF
THE LOFTS AT EDENTON, A CONDOMINIUM**

**PERCENT OWNERSHIP OF COMMON ELEMENTS,
COMMON EXPENSE LIABILITY AND VOTES**

UNIT #	% OF OWNERSHIP OF COMMON ELEMENTS ALLOCATED INTEREST	VOTE
101	2.63%	1
102	2.63%	1
103	2.63%	1
104	2.63%	1
201	2.63%	1
202	2.63%	1
203	2.63%	1
204	2.63%	1
205	2.63%	1
206	2.63%	1
207	2.63%	1
208	2.63%	1
209	2.63%	1
301	2.63%	1
302	2.63%	1
303	2.63%	1
401	2.63%	1
402	2.63%	1
403	2.63%	1
404	2.63%	1
	2.63%	1
	2.63%	1

UNIT #	% OF OWNERSHIP OF COMMON ELEMENTS ALLOCATED INTEREST	VOTE
	2.63%	1
	2.63%	1
	2.63%	1
	2.63%	1
	2.63%	1
	2.63%	1
	2.63%	1
	2.63%	1
	2.63%	1
	2.63%	1
	2.63%	1
	2.63%	1
	2.63%	1
	2.63%	1
	2.63%	1
	2.63%	1
	2.63%	1
	2.63%	1
	2.63%	1
TOTAL	<u>100.00%</u>	<u>38</u>


 20100423000123550 22/22 \$75.00
 Shelby Cnty Judge of Probate, AL
 04/23/2010 11:27:22 AM FILED/CERT