

STATE OF ALABAMA)
 :
SHELBY COUNTY)

This instrument prepared by:
Frank C. Galloway III
Galloway & Somerville, LLC
11 Oak Street
Birmingham, AL 35213

AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS

COME NOW, the undersigned Joseph B. Nadler, Jr. and his wife, Linda K. Nadler (collectively, the “Nadlers”) and William E. Allen and his wife, Malorie P. Allen (collectively, the “Allens”), the owners of real properties that are the intended beneficiaries of the hereinafter referenced provisions of certain of the Restrictive Covenants created by the instrument recorded in the Office of the Judge of Probate of Shelby County, Alabama on March 8, 2000 as Instrument # 2000-07407 (the “Covenants”), and Ira Levine in his representative capacity for the owner of the parcel of land to be burdened by the Covenants (said owner being L & W Valleydale, LLC), which parcel is next to the BP Station, and which land is acknowledged to be presently burdened by the Covenants, and agree as follows:

In consideration of payment of Twenty Thousand and 00/100 Dollars (\$20,000.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged¹ by L & W Valleydale, LLC, the owner of the aforesaid parcel (which is more particularly identified in the attached Exhibit 2010B – the “Levine/Weems Parcel”) to the Nadlers and the Allens, jointly, and the payment of attorney fees due to Frank C. Galloway III in regards to this matter, the undersigned agree to amend the Covenants so that section 5 on the second page thereof is replaced in its entirety to state as follows:

¹ The terms of the payment of such monies are set forth in a separate instrument. However, the obligation to pay such monies is hereby acknowledged to be a lien on the Levine/Weems Parcel until paid in full. If such lien is not paid upon an event of transfer of title of the Levine/Weems Parcel from its current owner, the Nadlers and the Allens may then execute on the balance owing of such lien.

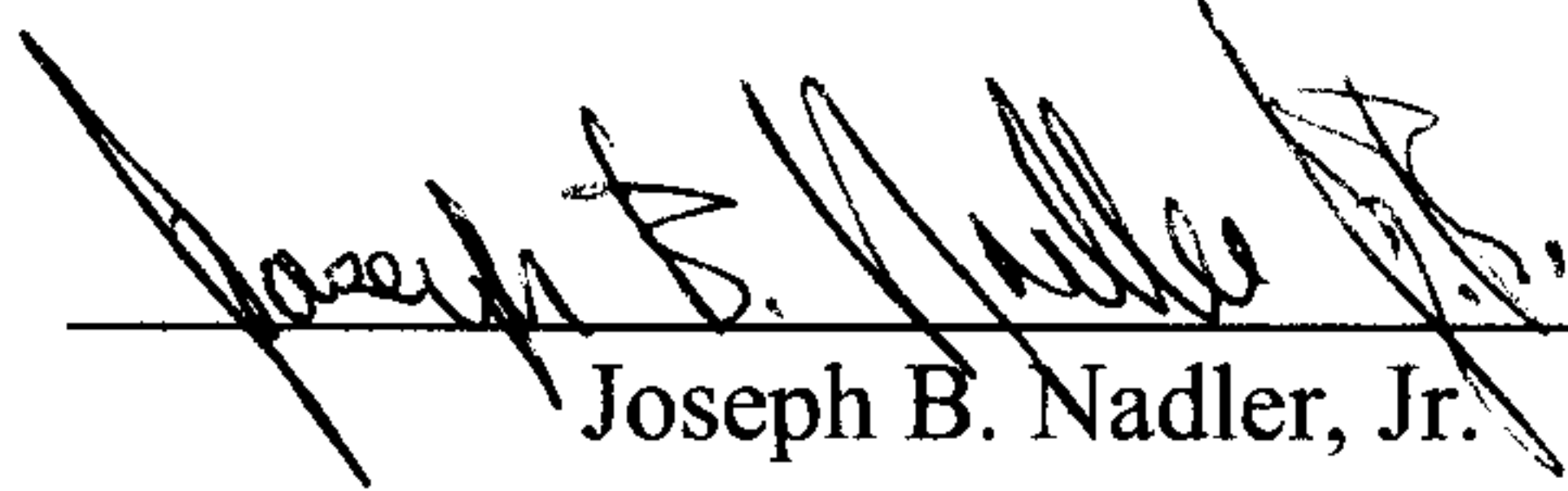
Exclusive of that portion of the Property shown on Exhibits C-1, C-2 and C-3, there shall be a forty (40) feet wide undisturbed buffer along the entire length of the southern border of the Property, and an additional ten (10) feet wide planted buffer shall adjoin such forty (40) feet wide undeveloped buffer. Provided, however, that for the portion of the Property shown in Exhibit 2010B - the "Levine/Weems Parcel" - the aforesaid forty (40) feet and ten (10) feet wide buffers and undisturbed /undeveloped areas are inapplicable to the Levine/Weems Parcel; instead, the Levine/Weems Parcel is burdened by the buffers and setbacks set forth in Exhibit 2010B which requirements shall burden the Levine/Weems Parcel in perpetuity, shall run with the land and shall inure to the benefit of the Nadlers and the Allens, their heirs and assigns as owners of the real properties shown on the attached Exhibit 2010B-1. The 100 feet wide buffer on the Levine/Weems Parcel shown on Exhibit B is no longer a valid encumbrance thereon, as it is replaced with the restrictions set forth hereinabove.

In addition to the foregoing, Ira Levine and Larry Weems agree that the Levine/Weems Parcel is hereby burdened with a covenant (in favor of the Nadlers and the Allens, their heirs and assigns - and which shall run with the land of the residences of the Nadlers and the Allens which have the addresses of 100 Highgate Hill Road, Indian Springs, AL 35124 and 114 Highgate Hill Road, Indian Springs, AL 35124, respectively and which are more particularly described on the attached Exhibit 2010B-1) that the Levine/Weems Parcel shall only be used for uses and purposes permitted under the City of Hoover's C-P zoning. The Nadlers and/or their counsel hereby agree to write a letter to the Hoover Board of Zoning Adjustment in support of the proposed variance and proposed medical building development and, if necessary, to attend any Hoover City meeting to speak in support of the development, subject to the terms of the amended covenants.

By signing this instrument, the undersigned make no alterations to the Covenants other than those set forth herein. The ongoing efficacy of the Covenants is affirmed by all of the undersigned. The undersigned agree that this fully executed document shall be recorded in the

Office of the Judge of Probate of Shelby County, Alabama. This document is deemed to be drafted
equally by both parties with no bias (as per construction) against any party signing this instrument.


Done this 2 day of June, 2010.



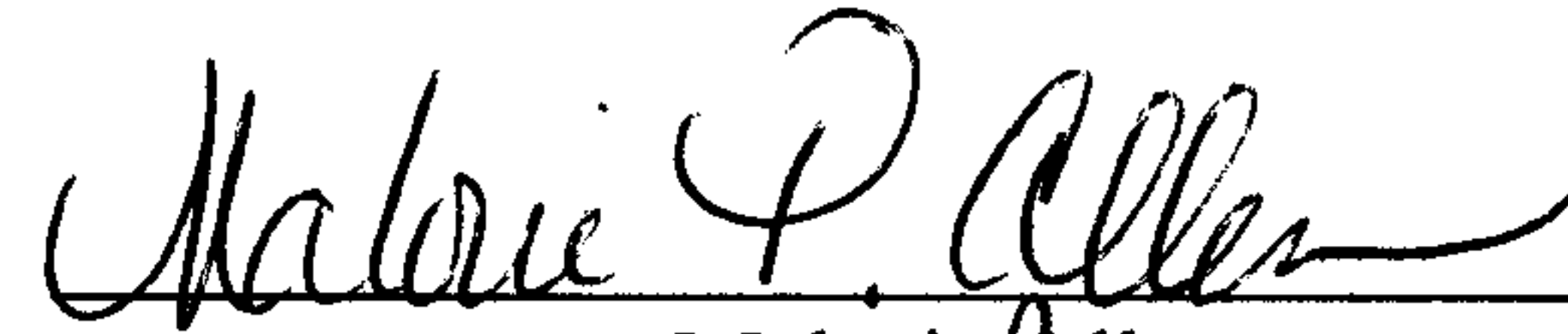
Joseph B. Nadler, Jr.



Linda K. Nadler

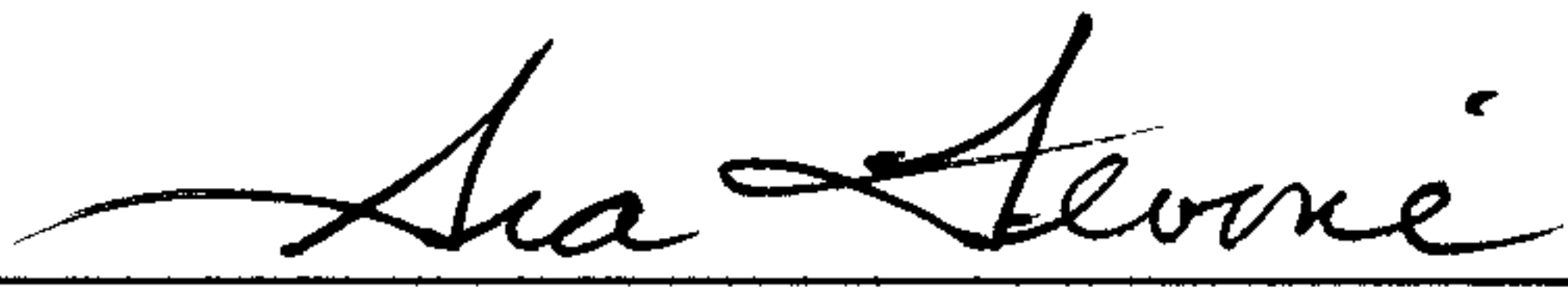


William E. Allen
WEA



Malorie P. Allen
MPA

L&W VALLEYDALE, LLC
BY: *LEVINE LIVING TRUST*
Dated December 7, 2000
Its: Managing Member

BY: 

Ira D. Levine
ITS: Trustee

EXHIBIT 2010B-1

Nadler Property located at 100 Highgate Hill Road, Indian Springs, AL 35124

Lot 1, according to the Survey of Narz Estate, as recorded in Map
Book 8, page 155 in the Probate Office of Shelby County, Alabama.

Allen Property located at 114 Highgate Hill Road, Indian Springs, AL 35124

Lot 2, according to the Survey of Narz Estate, as recorded in Map
Book 8, page 155 in the Probate Office of Shelby County, Alabama.



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Shelby Cnty Judge of Probate, AL
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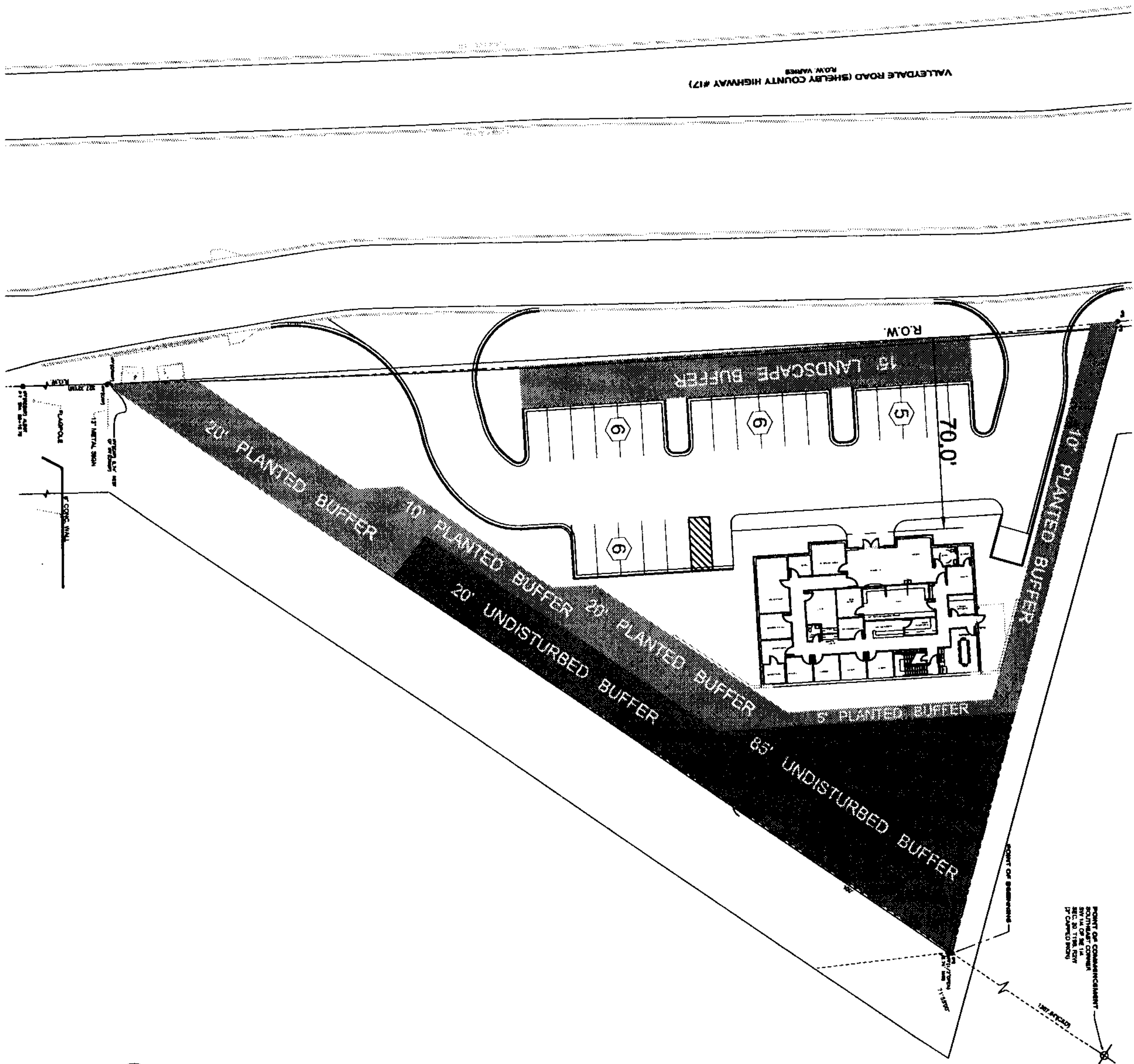


EXHIBIT 2010B

SHEET NO. CO - NO PROJECT 10.0.001	 GONZALEZ - STRENGTH & ASSOCIATES, INC. CIVIL ENGINEERING, LAND SURVEYING, PLANNING, TRAFFIC & TRANSPORTATION 2176 PARKWAY LAKE DRIVE HOOVER, ALABAMA 38244 PHONE: (205) 943-2486 FAX: (205) 942-3033 www.Gonzalez-Strength.com © Copyright 2008	TITLE BZA EXHIBIT MEDICAL OFFICE BUILDING VALLEYDALE ROAD HOOVER, ALABAMA LDA BIRMINGHAM, ALABAMA		REVISIONS		
		DATE BY T.T.	DATE BY M.J.G.	SCALE NONE	DATE BY	NO.