

SECOND MODIFICATION OF COVENANTS

KNOW ALL MEN BY THESE PRESENTS; that the undersigned, Bent Tree Acres, LLC (herein the "Developer"), pursuant to the authority reserved unto it in Article VI, Paragraph 18 of the Declaration of Restrictive Covenants of Bent Tree Acres as recorded in Instrument No. 1998-09741, Office of the Judge of Probate Of Shelby County, Alabama (the "Covenants") hereby modifies the covenants with respect to Lot 1 (Lot 1) and Lot 8 (Lot 8) of Bent Tree Acres as recorded in Map Book 23, Page 128 A & B, Office of the Judge of Probate of Shelby County, Alabama (the "Record Map") as follows:

1. Lot 1 and Lot 8 are, at the time of the execution of this Second Modification, Developer owned Lots.
2. Attached hereto and incorporated by reference herein as Exhibit A is a copy of a portion of the Record Map depicting Lot 1 and Lot 8.
3. By its signature hereto, Developer hereby vacates the thirty (30) foot easement shown on Exhibit A as "the vacated easement".
4. By its signature hereto, Developer hereby imposes on Lot 1 a thirty (30) foot easement for underground utilities as shown on Exhibit A as "the new utility easement". The new utility easement is non-exclusive and for the benefit for Bent Tree Acres Homeowner's Association, Inc. and all Lot Owners within Bent Tree Acres.
5. Developer hereby imposes upon Lot 8, a buffer zone which effects that portion of Lot 8 as shown on Exhibit A as "the buffer zone". The following shall apply to the buffer zone; (a) no Structure, as that term is defined in Article I, Paragraph (d) of the Covenants, shall be allowed within the buffer zone; (b) the buffer zone shall be maintained in a natural state. Notwithstanding the foregoing, understory and trees with a base diameter of three (3) inches or less may be removed from the buffer zone; (c) the owner of Lot 8 may erect fencing within the buffer zone so long as such fencing is approved by the Bent Tree Acres Architectural Review Committee; (d) the buffer zone may be vacated and held for naught only upon the express written approval of the Owner's of Lot 1 and Lot 8, which approval shall be recorded with the Office of the Judge of Probate of Shelby County, Alabama.
6. Notwithstanding anything to the contrary contained in the Covenants, Lot 1 shall be entitled to cultivate hay for use of any animals owned by the Owner of Lot 1. Such cultivation shall not be for commercial purposes.

7. Developer shall not modify the covenants as they relate to Lot 8 without the express written approval of John G. Benner. Such approval shall only be required if John G. Benner owns an interest in Lot 1.
8. In the event of conflict between this Second Modification and the Covenants (as amended) or the Record Map, the provisions of this Second Modification shall control.

DONE this 23 day of July, 1998.

BENT TREE ACRES, LLC

By: Caroline M. Raughley
Caroline M. Raughley
Its: Manager and Authorized Member

STATE OF ALABAMA)
Jeff COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that CAROLYN M. RAUGHLEY, whose name as AUTHORIZED MEMBER of BENT TREE ACRES, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of the conveyance, she, as such member and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal this 23 day of July, 1998.

Jeff
Notary Public

My Commission Exp. 3-1-2002

528	27.06	27.12.99	130.00	77.00	55.00
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THE NEW UTILITY EASEMENT

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COUNTY JUDGE OF PROBATE
003 MCD
13:50

1998-28436

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