

THE TOWNES AT BROOK HIGHLAND AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS

This amendment to The Townes at Brook Highland covenants, conditions and restrictions ("Amended Covenants") is made as of the 2nd day of October 2003, by Keystone Building Company, Inc., an Alabama corporation ("Developer").

Recitals:

- A. Developer is the owner of the Property described in Exhibit "A" which is attached and incorporated herein by reference.
- B. Developer has recorded Covenants concerning the use of said property in Instrument No. 2003 0530000 335780 on May 30, 2003, in the Probate Office of Shelby County, Alabama.
- C. Developer retains the right under Article 10 of the original covenants to amend the covenants and at the time of this amendment is the owner of all of the property described herein.

Now, therefore, the Developer hereby amends the original covenants and provides that all conveyances of any of the said property described herein shall be subject to the amended covenants specified hereinafter and any original covenants not inconsistent with this amendment are all reaffirmed and all of which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Property and their respective heirs, executors, administrators, personal representation, successors and assigns.

3.10 Reciprocal Easements. Each Lot Owner grants to each other Lot Owner easements for the following uses and purposes:

- (a) Maintenance, repair and replacement. An easement over and across and through each Lot for maintenance, repair and replacement of Improvements. Use of this easement, however, for access to individual Lots shall be limited to reasonable hours, except that access may be had any time in case of emergency.
- (b) Utilities. An easement for water, sewage, cable television and all utilities, for Improvements to all Lots.
- (c) Easement for Encroachment. The Developer proposes to construct on each of the aforesaid Lots zero-lot line town homes. In the matter of the construction and completion of each of said townhouses certain eaves, roof overhangs, brick veneer

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or other wooden siding or other building materials that may be attached to the structural walls will or may encroach over onto either the air space or the real estate of an adjoining or contiguous Lot. There is hereby created on each of said Lots so effected an easement for said encroachments or overhangs, there is also granted the right to maintain and repair the same so long as said encroachments and overhangs shall and do exist. In the further event that any structure compromising a said town house is totally destroyed and then rebuilt, the Owners of said town house so effected agree that said encroachments and easement s shall be permitted in the matter of the reconstruction and the right of maintenance shall continue to exist.

Section 6.04 (b) is hereby detailed in its entirety and is hereby replaced as follows:

No dwelling or Improvement shall be built within the set back areas established in Section 6.04 (a) unless owner obtains a variance from the developer or the ARC. Any approval of requested variance from any Governmental Authority having jurisdiction thereof shall NOT be required unless the location of said improvement is in conflict with said Governmental Authorities Zoning rules or regulations. The developer has the full authority and right to grant variances from all set back lines established by the developer in any deed or recorded plat.

In witness whereof, Developer has caused these amended Covenants to be duly executed as of the day and year first written above.

Keystone Building Company, Inc.

By: 
Cory Mason, its President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Cory Mason, whose name as President of Keystone Building Company, Inc., an Alabama corporation, 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, as such officer and with full authority, executed the same voluntary for and as the act of said corporation on behalf of said corporation.

Given under my hand and official seal this 2nd day of October 2003.

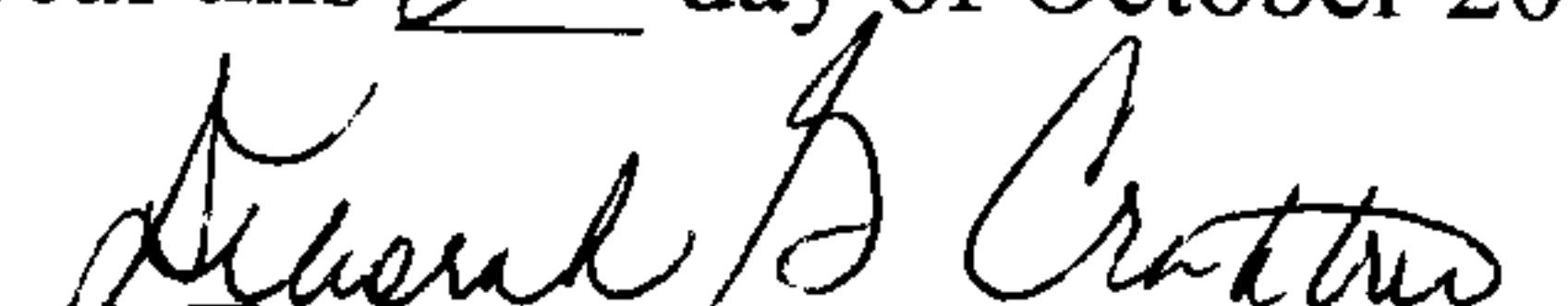

Notary Public
my commission expires: 5/4/04

Exhibit "A"

The land referred to in this Commitment is described as follows:

A parcel of land situated in the NW 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Lot 1 in The Meadows Residential Sector One, as recorded in Map Book 9 page 142 in the Office of the Judge of Probate, Shelby County, Alabama; thence run Easterly along the North line thereof for a distance of 470.00 feet; thence turn an interior angle to the right of 92 deg. 58 min. 12 sec. and run Northerly for a distance of 1007.75 feet; thence turn an interior angle to the right of 85 deg. 15 min. 31 sec. and run Westerly for a distance of 142.28 feet; thence turn an interior angle to the right of 193 deg. 39 min. 36 sec. and continue Westerly for a distance of 38.83 feet; thence turn an interior angle to the right of 180 deg. 22 min. 34 sec. and continue Westerly for a distance of 47.07 feet to a point on the East line of Eagle Ridge Apartments; thence turn an interior angle to the right of 93 deg. 14 min. 10 sec. and run Southwesterly along said East line for a distance of 822.45 feet; thence turn an interior angle to the right of 129 deg. 33 min. 30 sec. and run Southeasterly for a distance of 60.00 feet to the point of commencement of a curve to the left, said curve having a central angle of 44 deg. 44 min. 00 sec. and a radius of 266.23 feet; thence turn an interior angle to the right of 247 deg. 38 min. 00 sec. to the chord of said curve and run Southwesterly along the arc of said curve for a distance of 207.86 feet; thence turn an interior angle to the right of 155 deg. 31 min. 41 sec. from the chord of said curve and run Southwesterly for a distance of 7.84 feet to the point of beginning; being situated in Shelby County, Alabama.