


**EAGLE TRACE - Phase 2
GENERAL COVENANTS, RESTRICTIONS, AND EASEMENTS**

AMENDMENT 1

EAGLE TRACE – PHASE 2
Recorded in Map Book 30 Page 38
In the Probate Office of SHELBY COUNTY, Alabama


20021209000615240 Pg 1/3 17.00
Shelby Cnty Judge of Probate, AL
12/09/2002 15:44:00 FILED/CERTIFIED

KNOW ALL MAN BY THESE PRESENTS, THAT:

WHEREAS, NSH Corp., an Alabama Corporation, is the Owner and/or Developer, (hereinafter referred to as the 'Developer'), of all lots in the Survey of EAGLE TRACE - Phase 2, a plat of which is recorded in Map Book 30 Page 38 in the Probate Office of Shelby County, Alabama, said plat being made a part hereof by reference thereto, and

WHEREAS, the Developer has previously established certain general covenants, restrictions, and easements applicable to all lots owned by it in the survey of said subdivision,

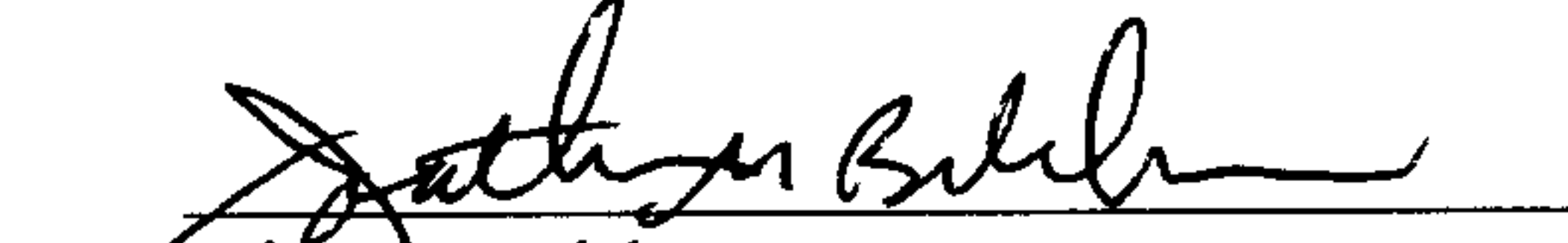
WHEREAS, the Developer has determined certain modifications are desirous to the benefit of the development due to the location of certain portions of the common area that will cause it to be difficult to access and maintain.

NOW THEREFORE, the Developer does hereby adopt, proclaim and publish Amendment 1 that makes changes to the general covenants, restrictions, and easements which changes are set forth following:

1. The attached drawing, Eagle Trace Phase 2 Covenants Amendment 1 Drawing, is hereby incorporated into this document.
2. Lots 44, 49, 50, 51, 52, 53, and 54 have certain portions of the common area directly between the property line and a storm drainage easement. To facilitate maintenance of this common area, these lots' owners are responsible for maintaining the respective common area as shown on the attached drawing. Due to the maintenance responsibilities, these lots are allowed to fence in the respective portions of the common area as shown on the drawing. If a fence is built on any of these lots substantially toward the rear of the lot, the rear fence line must be generally straight in line with adjacent lots' fences and in the approximate location shown on the attached drawing near the edge of the storm drainage easement.

Invalidation of any one of these general covenants, restrictions, and easements by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, Jonathan Belcher, as Vice President of NSH Corp., has hereunto set his hand and seal on this 6th day of December, 2002.


Vice President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jonathan Belcher, whose name as Vice President of NSH Corp. is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of the contents of the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal, this the 6th day of December, 2002.


Notary Public

My Commission Expires _____ **Commission Expires**
April 24, 2006
State at Large

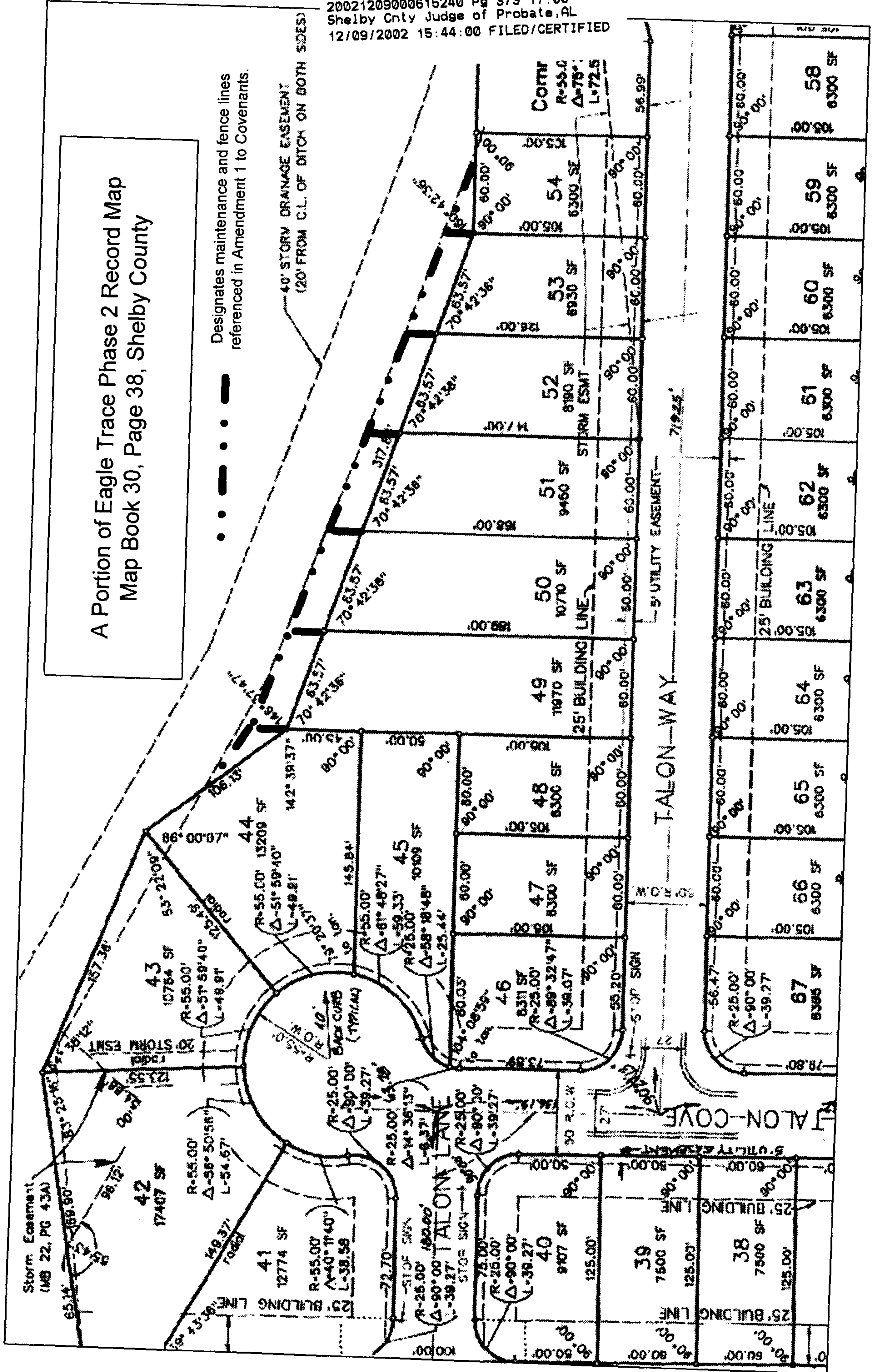
Eagle Trace Phase 2 Covenants Amendment 1 Drawing

A Portion of Eagle Trace Phase 2 Record Map
Map Book 30, Page 38, Shelby County

Designates maintenance and fence lines referenced in Amendment 1 to Covenants.

40' STORM DRAINAGE EASEMENT
(20' FROM C.L. OF DITCH ON BOTH SIDES)

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NOT TO SCALE