
**AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
EASEMENTS, RIGHTS AND LIENS OF
NOTTINGHAM**

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, EASEMENTS, RIGHTS AND LIENS OF NOTTINGHAM is made and entered into as of the 5th day of June, 2003, by Nottingham, L.L.C., an Alabama limited liability company ("Developer").

R E C I T A L S :

The Declaration of Protective Covenants, Restrictions, Easements, Rights and Liens of Nottingham dated March 7, 2002, has hereto been duly executed and recorded as Instrument # 2002-11100 in the Probate Office of Shelby County, Alabama (the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

Developer desires to submit Additional Property to the terms and provisions of the Declaration, as provided in Section 2.2 of the Declaration.

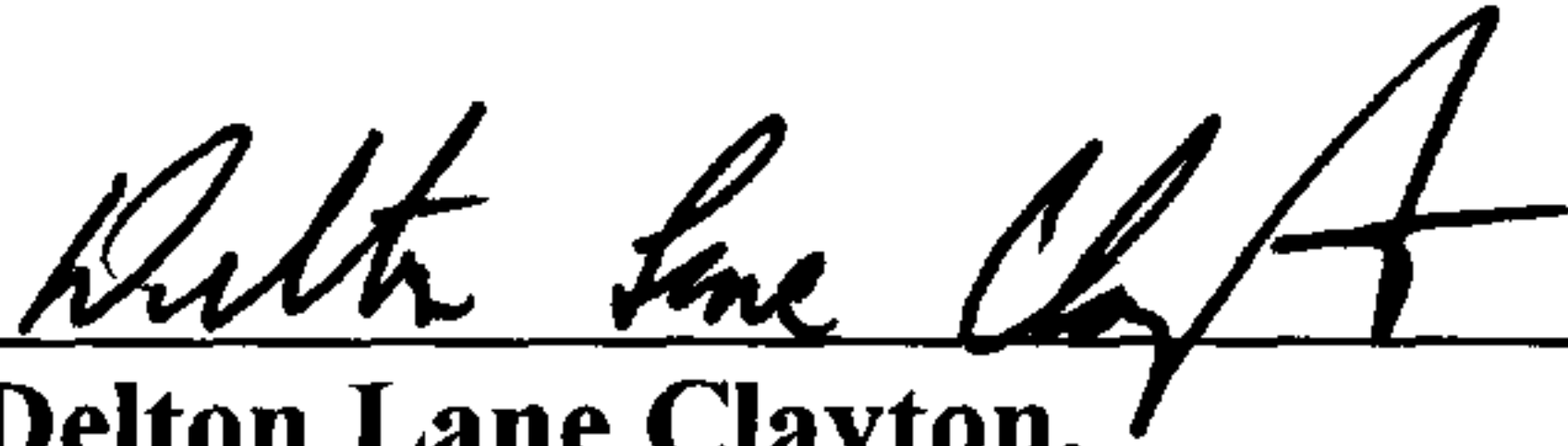
NOW, THEREFORE, in consideration of the premises, Developer does hereby amend the Declaration as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.2 of the Declaration, Developer does hereby declare that the real property described in Exhibit "A" attached hereto and incorporated hereby by reference (the "Additional Property") shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, charges and regulations set forth in the Declaration, 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 Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. The Additional Property described in Exhibit "A" attached hereto and the original Property described in the Declaration shall, for the purposes of the Declaration, collectively be referred to as the Property and all references in the Declaration to the Property shall mean the original Property as described in the Declaration as well as the Additional Property described herein.
2. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to Declaration of Protective Covenants, Restrictions, Easements, Rights and Liens of Nottingham to be executed as of the day and year first above written.

DEVELOPER:

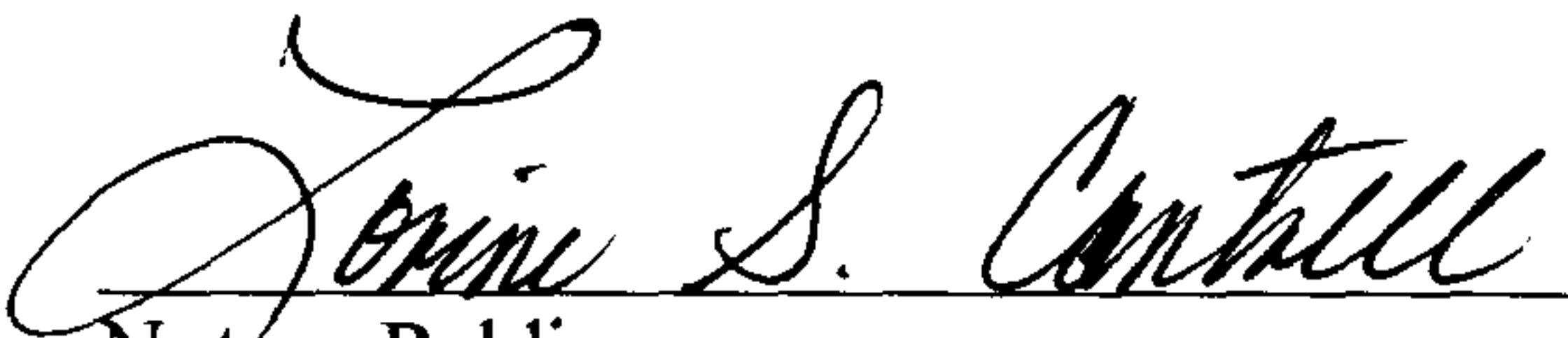
NOTTINGHAM, L.L.C., an Alabama limited liability company

By: 
Delton Lane Clayton,
As its Manager

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Delton Lane Clayton, whose name as Manager of **Nottingham, L.L.C.**, an Alabama limited liability company, is signed to the foregoing Amendment, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such Amendment, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 5th day of June, 2003.


Notary Public

[SEAL]

My commission expires:

6-21-05

EXHIBIT "A"

All lots located in the Final Plat of Nottingham, Phase 2, as recorded in Map Book 31, at Page 62, in the Office of the Judge of Probate of Shelby County, Alabama.

FINAL PLAT OF

NOTTINGHAM
PHASE 2

A SINGLE FAMILY RESIDENTIAL SUBDIVISION SITUATED IN THE
N.W. 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 2 WEST,
CITY OF CALERA, SHELBY COUNTY, ALABAMA.

DRAWN/DEVELOPER:
NOTTINGHAM, LLC
P. O. BOX 723
HELIXIA, AL 35000

PREPARED BY:
R.C. FARMER AND ASSOCIATES, INC.
240 YEAGER PARKWAY
METHUEN, AL 35124

STATE OF ALABAMA
SHELBY COUNTY

January 7, 2003

The undersigned, Robert C. Farmer, Licensed Professional Land Surveyor, State of Alabama, and Nottingham, LLC, as owner, hereby certify that this plat or map was made at the instance of said owner, that this plat or map is a true and correct map of lands shown therein known as, NOTTINGHAM Phase 2, showing the subdivisions into which it is proposed to divide said lands, giving the lengths and bearings of each lot line and its number, showing the streets, alleys and public grounds, giving the length and width and name of each street as well as the number of each lot and showing the relation of the lands to the governmental survey, and that iron pins have been installed at all lot corners and curve points as shown and are designated by small open circles on said plat or map. Said owner also certifies that he is the owner of said lands and that the same is not subject to any mortgage, except a mortgage held by Larry Clayton. I further state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for the Practice of Land Surveying in the State of Alabama to the best of my knowledge, information and belief.

In witness whereof, said surveyor executed these presents this 21 day of January, 2003.

By: Robert C. Farmer Date: 1-21-2003
Robert C. Farmer, P.L.S.
N Reg No 14720

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Robert C. Farmer, whose name is signed to the foregoing certificate as surveyor, and who is known to me, acknowledged before me, on this date, that after being duly informed of the contents of said certificate, does execute same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the 21 day of April, 2003.

Notary Public

By: Larry Clayton Date: 4-21-03
Nottingham, LLC, Owner
Larry Clayton, Manager

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that, Larry Clayton, whose name is signed to the foregoing certificate as manager, Nottingham, LLC, owner, and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, does execute same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the 21 day of April, 2003.

Notary Public

By: Larry Clayton Date: 4-21-03
Larry Clayton, Mortgagee

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that, Larry Clayton, whose name is signed to the foregoing certificate as mortgagee, and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, does execute same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the 21 day of April, 2003.

Notary Public

BE IT RESOLVED, by the City of Calera Planning Commission that the assent of the body be, and the same hereby is, given to the dedication of the streets, alleys, and public grounds as shown on plat or map of Nottingham, Phase 2, which said plat or map is certified to have been made by Robert C. Farmer as surveyor, at the instance of Nottingham, LLC, as owner and has been exhibited to this Board; said plat or map being further identified by a recital of the approval of this Board, signed by Connie B. Page, City Clerk, of even date herewith.

Given under my hand and seal this the 29 day of April, 2003.

Connie B. Page Date: 4-29-03
Mayor, City of Calera

Mayor Date: 4-25-03
Engineer, City of Calera

Lighting Commission Date: 4/25/03
Lighting Commission, City of Calera

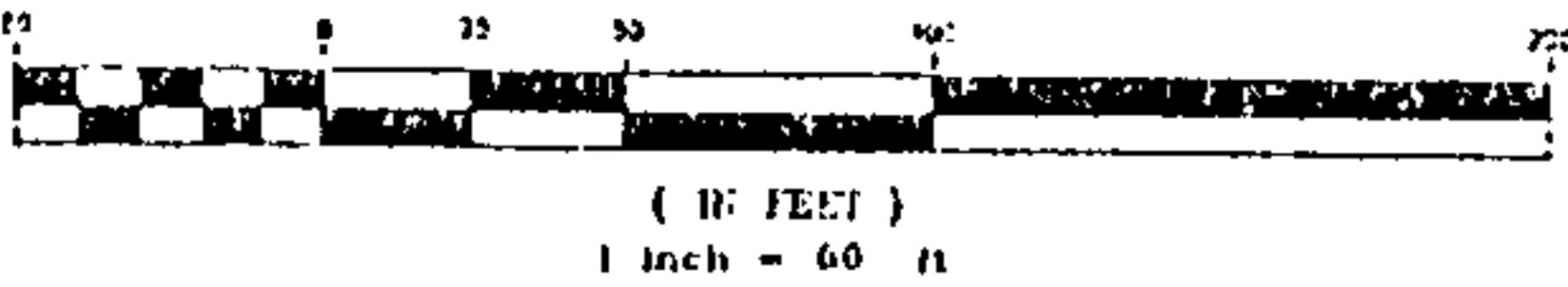
City Clerk Date: 4/25/03
City Clerk, City of Calera

LEGEND	
○ 5 REBAR SET WITH CAP STAMPED	● - IRON PIN FOUND
C - CENTERLINE	RDW - RIGHTS-OF-WAY
M.B.L. - MINIMUM BUILDING LINE	CSMT - EASEMENT

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1849.11	347.45	346.94	N 06°05'16" W	104°55'50"
C2	2750.00	44.74	44.69	N 06°49'54" E	02°19'57"
C3	2550.00	63.00	63.67	N 01°12'31" E	16°16'53"
C4	2550.00	402.99	368.27	N 45°23'29" E	92°41'55"
C5	2750.00	55.35	55.65	N 64°57'11" E	10°08'22"
C6	2750.00	25.30	25.00	N 53°00'31" E	10°08'22"
C7	2750.00	25.30	25.52	N 41°29'52" E	10°08'22"
C8	2750.00	53.39	53.39	N 30°40'37" E	10°08'22"
C9	2750.00	100.00	07.56	N 64°06'44" E	52°28'53"
C10	2750.00	91.62	91.00	N 41°07'50" E	23°29'16"
C11	2750.00	55.29	55.00	N 76°25'25" E	11°20'45"
C12	2750.00	34.68	34.50	N 19°24'21" E	11°20'45"
C13	2750.00	18.42	18.42	N 15°37'26" E	27°00'12"
C14	2750.00	18.42	18.42	N 00°50'26" E	03°29'49"
C15	2750.00	18.42	18.42	N 03°46'30" E	03°29'49"
C16	2750.00	35.00	35.00	N 67°50'45" E	11°20'45"
C17	1074.11	43.41	43.41	S 01°22'50" E	01°12'30"
C18	1074.11	47.02	47.02	S 01°27'59" E	01°30'15"
C19	1074.11	59.91	59.91	S 02°36'54" E	01°42'59"
C20	1074.11	60.96	60.96	S 03°12'21" E	00°49'30"
C21	1074.11	68.16	68.16	S 05°26'50" E	00°08'31"
C22	1074.11	65.71	65.71	S 04°44'57" E	01°49'30"
C23	1074.11	65.71	65.71	S 06°37'57" E	00°56'22"
C24	1074.11	65.22	65.22	S 07°30'57" E	01°00'43"
C25	1074.11	63.04	63.04	S 00°30'49" E	01°00'43"
C26	1074.11	63.27	63.27	S 10°23'40" E	01°00'43"
C27	1074.11	73.16	73.16	S 09°44'10" E	02°01'30"
C28	1074.11	17.61	17.61	S 17°11'39" E	06°53'11"
C29	3750.00	76.67	36.05	S 07°07'59" E	10°41'39"
C30	3750.00	246.86	66.87	N 06°11'29" E	33°25'08"
C31	425.00	66.44	66.44	S 00°14'00" E	00°56'30"
C32	425.00	36.29	36.29	S 07°45'44" E	02°00'22"
C33	3750.00	63.33	63.96	N 02°00'21" E	02°32'59"
C34	3750.00	76.30	75.97	N 10°39'37" E	1°36'41"
C35	425.00	36.29	36.29	N 11°19'56" E	10°28'24"
C36	425.00	36.29	36.29	S 23°24'11" E	41°48'37"
C37	250.00	10.04	10.04	S 45°14'02" E	41°48'37"
C38	250.00	36.45	35.72	N 23°24'11" E	41°48'37"
C39	150.00	17.99	17.99	S 75°16'52" E	10°19'45"
C40	125.00	14.40	14.40	S 75°16'52" E	10°19'45"
C41	125.00	41.50	41.50	S 74°24'40" E	13°28'24"
C42	375.00	71.97	71.00	N 23°57'50" E	10°59'42"
C43	425.00	80.64	76.53	N 33°19'00" E	11°42'51"
C44	425.00	66.44	66.44	N 36°22'26" E	12°13'34"
C45	375.00	65.46	65.46	N 40°14'02" E	10°00'30"
C46	25.00	25.64	24.53	N 04°13'17" E	10°00'30"
C47	175.00	14.40	14.47	S 02°04'40" E	04°44'21"
C48	1074.11	5.00	5.00	S 11°23'36" E	00°22'16"
C49	50.00	67.60	62.57	N 14°43'04" E	77°27'50"
C50	50.00	23.67	23.67	N 01°21'10" E	01°21'10"
C51	50.00	39.18	37.27	N 03°37'05" E	00°45'14"
C52	50.00	19.89	19.89	N 03°37'05" E	00°45'14"
C53	425.00	191.54	102.79	N 57°16'55" E	52°41'11"

GRAPHIC SCALE



conform with the City of Calera Minimum Requirements which have approval of all agencies involved prior to start of construction. The engineer and City of Calera are not responsible for providing building sites here shown. At the start of construction, the contractor shall verify the location of all utilities. All utility and easement purposes are shown provide for needs both past and future, except as noted. Calera is not responsible for the future removal of any structures shown on this plat. Calera, Alabama, nor R.C. Farmer & Associates, Inc. does not guarantee the use shown on this plat for building purposes.