


DJ
10208


20031216000807600 Pg 1/3 17.00
Shelby Cnty Judge of Probate, AL
12/16/2003 09:10:00 FILED/CERTIFIED

This Instrument Prepared By
Law Office of R. Shan Paden
5 Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR
FOREST RIDGE, FIRST SECTOR**

**AS RECORDED
IN MAP BOOK 31, PAGE 2, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA**

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned FOREST RIDGE, LLC an Alabama limited liability company and assignee of CUZCO, LLC (which, together with its successors and assigns, is hereinafter referred to as "DEVELOPER") is the owner of certain Additional Property situated in Shelby County, Alabama and with such Additional Property being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, the Additional Property is known as Forest Ridge, Second Sector, as recorded in Map Book 32, Page 62, in the Probate Office of Shelby County, Alabama.

WHEREAS, the Developer previously filed a Declaration of Protective Covenants for Forest Ridge, First Sector, in the Shelby County Probate Court in Instrument #20030204000064610 (the "Protective Covenants");

WHEREAS, the Developer desires to amend the Protective Covenants solely to add and submit the Additional Property to the terms and provisions of the Protective Covenants as allowed by Section 7.01 of the Protective Covenants;

WHEREAS, the Developer desires to subject all of the Additional Property and each Lot located thereon to the easements, covenants, conditions, assessments, limitations and restrictions set forth in the Protective Covenants.

NOW THEREFORE, Developer does hereby expressly adopt the covenants and limitations for the Additional Property as set forth in the Protective Covenants and does hereby declare that the Additional Property and each Lot located within the Additional Property shall be and the same are hereby subject to the easements, covenants, conditions, assessments, limitations and restrictions contained in the Protective Covenants and shall be bound thereby.

All Capitalized terms herein shall have the same meaning assigned to such terms as set forth in the Protective Covenants.

IN WITNESS WHEREOF, the Developer has executed this instrument on the 2nd day of December, 2003.

FOREST RIDGE, LLC

By: 

Gary L. Thompson, JR.

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gary L. Thompson, JR. as Manager of FOREST RIDGE, LLC, 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 Manager, and with full authority to do so, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of **December, 2003.**


NOTARY PUBLIC

My Commission Expires: 10.2.05

EXHIBIT "A"

Beginning at the NE Corner of the NW 1/4 of the SE 1/4 of Section 25, Township 21 South, Range 3 West, said point being the POINT OF BEGINNING; thence N08°07'04"W, a distance of 693.02'; thence S85°16'19"W, a distance of 686.76'; thence S01°34'00"E, a distance of 349.97'; thence S85°12'13"W, a distance of 628.14'; thence S02°25'55"E, a distance of 327.54'; thence continue southerly along said line, a distance of 10.00'; thence N85°51'48"E, a distance of 1388.30'; thence N02°00'00"W, a distance of 10.01' to the POINT OF BEGINNING.

Containing 16.54 acres, more or less.