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

THIS SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, EASEMENTS, RIGHTS AND LIENS OF NOTTINGHAM is made and entered into as of the 19th day of July, 2004, by Nottingham, L.L.C., an Alabama limited liability company ("Developer").

R E C I T A L S :

WHEREAS, 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, and amended on June 5, 2003 by Amendment recorded in Instrument #20030605000348820, 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; and

WHEREAS, under the provisions of the Declaration, Developer committed the property described therein (the "Property") to certain covenants and restrictions, and

WHEREAS, Article 2.2 of the Declaration provides that Additional Property may be added to the provisions of the Declaration, and

WHEREAS, Developer wishes to submit an additional parcel of property (the "Townhouse Property"), the description of which is contained in that certain map recorded in Map Book 33, at Page 111, in the Office of the Judge of Probate; and

WHEREAS, Article 2.3 of the Declaration provides that the Developer may modify such of the provisions of the Declaration that apply to the Townhouse Area.

NOW, THEREFORE, Developer amends and modifies the Declaration as follows:

1. The Townhouse Property is submitted and made subject and subordinate to all of the terms, covenants, restrictions and easements of the Declaration.

2. By inserting the words "and Townhouses to be constructed thereon," after the word "Lot" and immediately before the word "in" in the fourth line of the first sentence in Article 3.10 (g).

3 By adding the following to Article III, **EASEMENTS AND RESERVATION OF RIGHTS:**

3.13 **Party or Common Walls and Roof Structure of Townhouses.**

(a) *General Rules of Law to Apply.* Each wall which separates one dwelling from another dwelling, both of which are part of the same structure, shall constitute a party wall. To the extent not inconsistent with the other provisions of this Article, the general rules of law regarding party walls, including laws regarding liability for property damage due to negligent or willful acts of commission or omission, shall be applicable.

(b) *Sharing of Repair and Maintenance.* The cost of reasonable repair and maintenance of a party wall shall be shared in proportion to use by the Owners who make use of the wall.

(c) *Destruction by Fire or Other Casualty.* If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it. The other Owners shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

3.14 **Easements for Support and Maintenance.** In recognition of the fact that a common wall and roof structure of a Townhouse supports the roof over the structure, as well as its general integrity, there is hereby granted to every owner of a Townhouse:

(a) An easement for support and maintenance in and to that portion of the Common Wall that lies within the boundaries of the adjoining dwelling; and

(b) An easement for support and maintenance in and to every structural component that lies within the adjoining dwelling.

Each of the Owners of a Townhouse shall share equally the cost of maintaining and replacing the roof and roofing materials, as necessary. This responsibility shall be enforceable against these and subsequent owners.

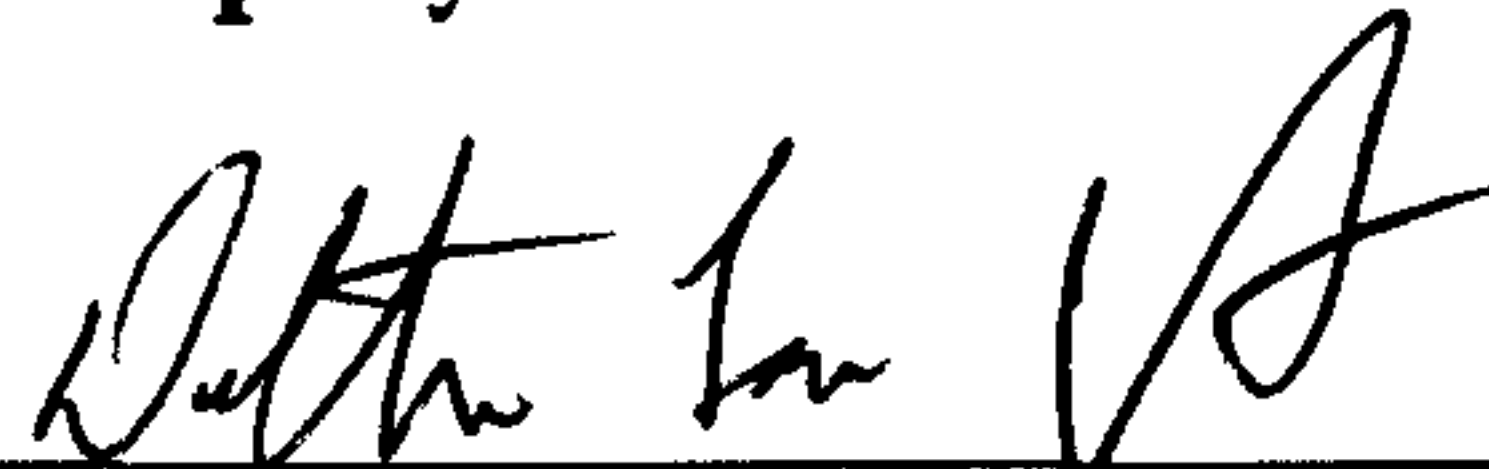
By amending Article VI, 6.2 **Construction Standards**, to add the following after (r):

Notwithstanding anything to the contrary in this Article VI, as respects construction of townhouses, (1) each dwelling shall contain a minimum of 1,000 square feet of heated and cooled living area, excluding garages, basements and decks, or shall comply with the City of Calera zoning requirements on square footage; (2) may include vinyl siding on exterior of dwelling; and (3) no roof pitch shall be less than four to twelve unless otherwise approved in writing by the ARC.

IN WITNESS WHEREOF, Developer has caused this Second 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 19th day of July, 2004.


Notary Public

[SEAL]

My commission expires:

3/13/2007