

STATE OF ALABAMA)
COUNTY OF SHELBY)

**SECOND AMENDMENT TO
AMENDED AND RESTATED DECLARATION
OF PROTECTIVE COVENANTS FOR
STERLING GATE SUBDIVISION AND
CEDAR GROVE AT STERLING GATE**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR STERLING GATE SUBDIVISION AND CEDAR GROVE AT STERLING GATE is made and entered into as of the 23rd day of November, 2005, by **GREENBRIAR, LTD.**, an Alabama limited partnership (the "Developer"), Mary F. Roensch, Janet F. Standridge, and Joanne F. Enck, as individuals and Trustees of the Annie W. Scott Testamentary Trust.

RECITALS:

WHEREAS, the Developer has heretofore executed the Amended and Restated Declaration of Protective Covenants for Sterling Gate Subdivision and Cedar Grove at Sterling Gate dated May 24, 2005 (the "Declaration"), which has been recorded as Instrument No. 20050524000253230 in the Probate Office of Shelby County, Alabama. Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration; and

WHEREAS, the Developer desires to submit Additional Property to the terms and provisions of the Declaration, as provided in Section 2.02 of the Declaration.

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

1. **Additional Property.** Pursuant to the terms of Section 2.02 of the Declaration, the Developer does hereby declare that the real property described on Exhibit "A" attached hereto and incorporated herein 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 on Exhibit "A" hereto and the original Property described in the Declaration shall, for all 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. **Build-Out Requirements for Additional Property.** All lots and improvements within the Additional Property shall comply with the Build-Out Requirements set forth on the Exhibit "B" attached hereto and incorporated herein by reference.



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Shelby Cnty Judge of Probate, AL
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3. **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, the Developer has caused this Second Amendment to Amended and Restated Declaration of Protective Covenants for Sterling Gate Subdivision and Cedar Grove at Sterling Gate to be executed as of the day and year first above written.

GREENBRIAR, LTD., an Alabama limited partnership

By: Farris Management Company, Inc., an Alabama corporation, Its Managing General Partner

By Mary F. Roensch
Mary F. Roensch
President, Farris Management Co. Inc.
Trustee, Annie W. Scott Trust
Individual Owner

By Janet F. Standridge
Janet F. Standridge
Trustee, Annie W. Scott Trust
Individual Owner

By Joanne F. Enck
Joanne F. Enck
Trustee, Annie W. Scott Trust
Individual Owner



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STATE OF ALABAMA)

SHELBY COUNTY)

I, Beverly Leight, a Notary Public in and for said County, in said State, hereby certify that MARY F. ROENSCH, whose name as President of Farris Management Co. Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that being informed of the contents of such conveyance, she, as an individual, as such officer, and as a Trustee of the Annie W. Scott Testamentary Trust and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 23 day of Nov, 2005.

Beverly D. Leight
Notary Public

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JANET F. STANDRIDGE, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, she, as an individual and as a Trustee of the Annie W. Scott Testamentary Trust, executed the same voluntarily.

Given under my hand and official seal this 23 day of Nov, 2005

Beverly D. Leight
Notary Public

My Commission Expires 11.22.06

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JOANNE F. ENCK, whose name is signed to the foregoing document and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, she, as an individual and as a Trustee of the Annie W. Scott Testamentary Trust, executed the same voluntarily.

Given under my hand and official seal this 16th day of November, 2005

Nancy Burns
Notary Public

MY COMMISSION EXPIRES OCT. 12, 2006

My Commission Expires _____


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EXHIBIT A

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

Cedar Grove at Sterling Gate Subdivision, Sector 2, Phase 10, as recorded in Map Book 36,
Page 30, in the Office of the Judge of Probate of Shelby County, Alabama.



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EXHIBIT B

BUILD-OUT REQUIREMENTS FOR ADDITIONAL PROPERTY

All homes on lots shall have no less than one thousand seven hundred (1,700) square feet of living (heated and cooled) area. Two story residences on these lots shall have no less than one thousand nine hundred (1,900) square feet.

All side and rear setbacks must conform to the City of Alabaster zoning ordinance unless the City has issued a variance.