

Second Amendment to Covenants, Conditions and Restrictions of Rossburg

The Amendment to the Covenants, conditions and restrictions ("Covenants") is made this 1st day of June, 2006 by Braveheart Building, L.L.C. an Alabama Limited Liability Company ("Developer") and amends the covenants recorded in Instrument No. 20050929000508800 on September 29, 2005 in the Probate Court in Shelby County, Alabama.

Recitals:

- A. Developer is the owner of the Property described in Exhibit "C" attached hereto which is Sector I of Rossburg and is recorded in Map Book 36, Page 38 in the Probate Court of Shelby County, Alabama.
- B. Pursuant to Article I, Section 1.10 the developer has the right to add additional property to the "Development."
- C. Developer elects to add the property described in Exhibit "C" to the property described as the "Development" and thus to be subject to the same Covenants, Conditions and Restrictions of Rossburg.

Now, therefore, the Developer does hereby proclaim that all of the Property in Sector I and Sector II shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to these covenants 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 property and their respective heirs, executors, administrators, personal representatives, successors and assigns.

Pursuant to Article 1.10 and 2.01 of the Covenants, Conditions and Restrictions of Rossburg recorded in Instrument # 20050929000508800 in the Probate Office of Shelby County, Alabama, Developer hereby includes townhome lots in Sector I of Rossburg more specifically described in Exhibit "C" to the property described as the "Development" and the lots described herein shall be fully subject to all terms, conditions and privileges as set out in the original Rossburg Covenants.

1. The Townhome lots described herein shall be subject to the following covenants and restrictions.

Reciprocal Easements. Each Townhome Lot Owner grants to each other Townhome Lot Owner easements for the following uses and purposes:

- a. Maintenance, repair and replacement. An easement over and across and through each Lot for maintenance, repair and replacement of Improvements. Use of this easement, however, for access to individual Lots shall be limited to reasonable hours, except that access may be had any time in case of emergency.

- b. Utilities. An easement for water, sewage, cable television and all utilities, for Improvements to all Lots.
- c. Easement for Encroachment. The Developer proposes to construct on each of the aforesaid Lots zero-lot line town homes. In the matter of the construction and completion of each of said townhouses certain eaves, roof overhangs, brick veneer or other wooden siding or other building materials that may be attached to the structural walls will or may encroach over onto either the air space or the real estate of an adjoining or contiguous Lot. There is hereby created on each of said Lots so effected an easement for said encroachments or overhangs, there is also granted the right to maintain and repair the same so long as said encroachments and overhangs shall and do exist. In the further event that any structure compromising a said town house is totally destroyed and then rebuilt, the Owners of said town house so effected agree that said encroachments and easement s shall be permitted in the matter of the reconstruction and the right of maintenance shall continue to exist.

I witness whereof, Developer has caused these Amended Covenants to be duly executed as of the day and year first written.

BRAVEHEART BUILDING, L.L.C.
an Alabama limited liability company

By: _____

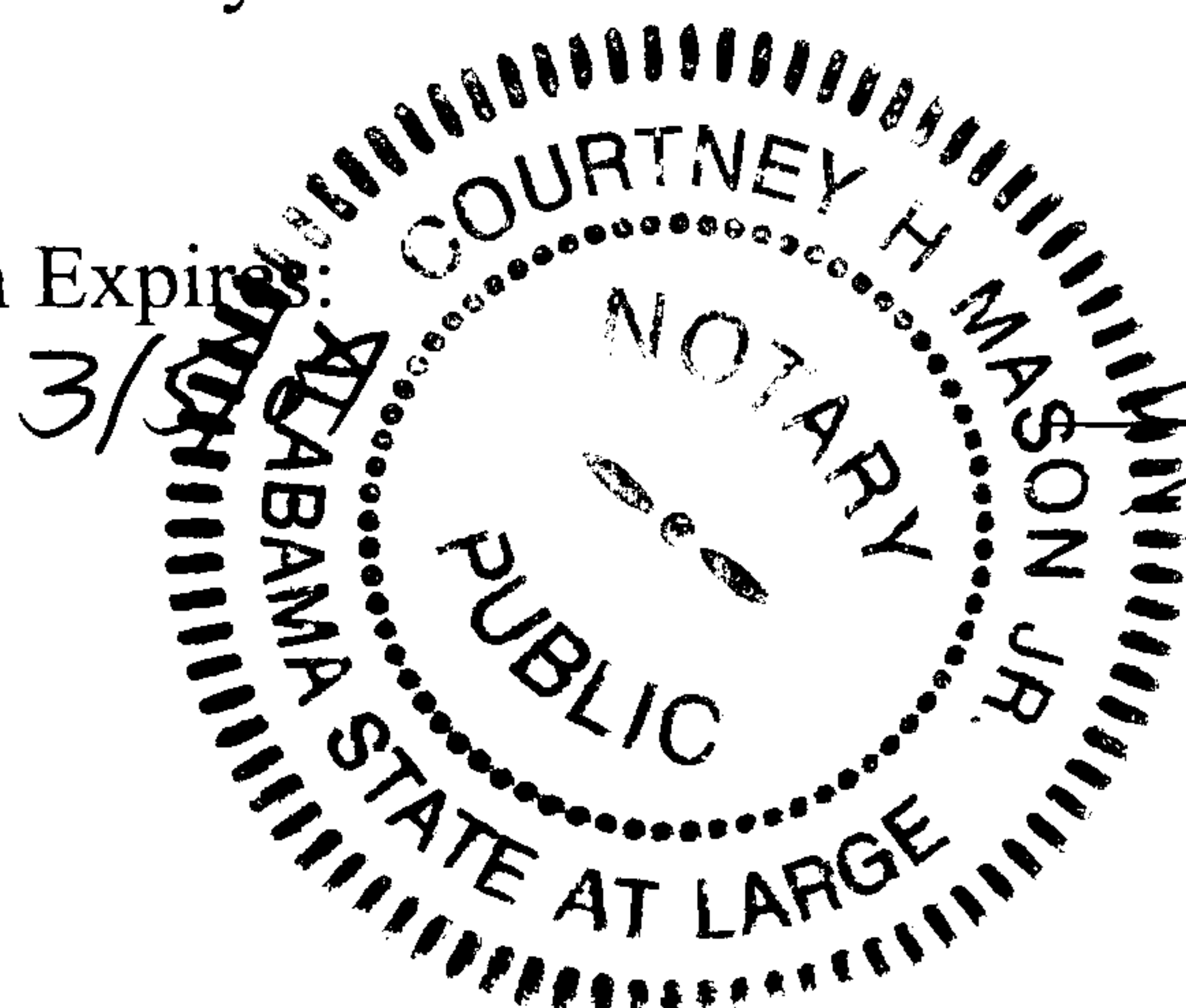
Brett G. Winford, Member

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brett G. Winford, whose name as Member of Braveheart Building, L.L.C., an Alabama limited liability company, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said corporation.

Given under my hand and official seal this 5 day of MARCH, 2007.

My Commission Expires



Notary Public

COURTNEY H. MASON, JR.
COMMISSION EXPIRES MARCH 5, 2011

20070307000104540 3/3 \$17.00
Shelby Cnty Judge of Probate, AL
03/07/2007 01:49:35PM FILED/CERT

EXHIBIT "C"

The following described townhome lots:

Lots 101-153, according to the Survey of Rossburg Townhomes, as recorded in Map Book 36, Page 18, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Blw