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

THIS THIRD AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, EASEMENTS, RIGHTS AND LIENS OF NOTTINGHAM is made and entered into as of the 6th day of August, 2008, 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 5, 2002, has hereto been duly executed and recorded as Instrument #20020307000111001, and has been amended by Amendments filed June 5, 2003, recorded in Instrument #20030605000348820, and July 19, 2004, recorded in Instrument #20040719000399940, 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 Third 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*
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 6 day of August, 2008.

Lou Price
Notary Public

[SEAL]

My commission expires:

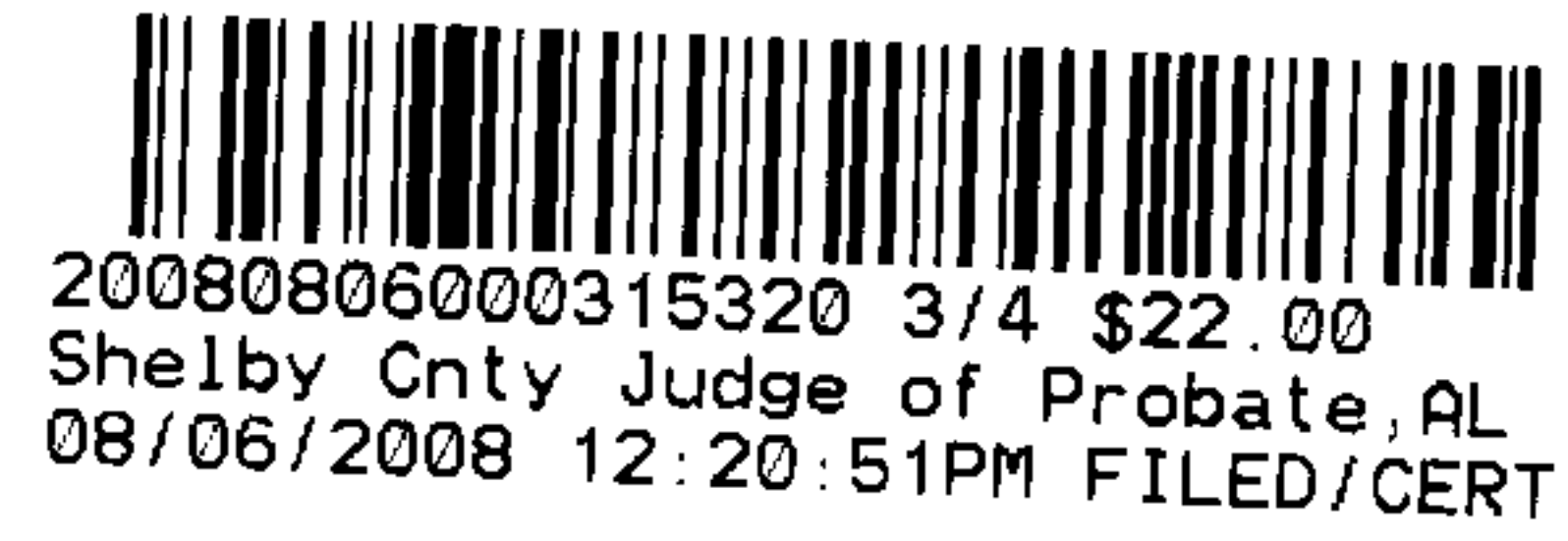
11-3-2008

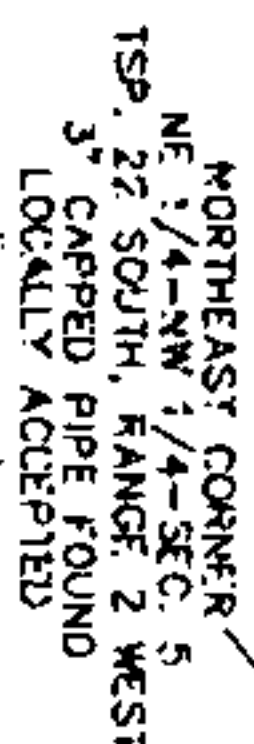


20080806000315320 2/4 \$22.00
Shelby Cnty Judge of Probate, AL
08/06/2008 12:20:51PM FILED/CERT

EXHIBIT "A"

All lots located in the Final Plat of Nottingham, Phase 3, recorded in Map Book 35, at Page 32, in the Probate Office of Shelby County, Alabama.



[illegible]

OWNER/DEVELOPER
MOTT/CHAM, LLC
P.O. BOX 723
MELDEN, AL 35080

PREPARED BY:
R.C. FARMER AND ASSOCIATES, INC.
248 TEASER PARKWAY
PCL-14M, AL 35124

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

[illegible]

5/10/05
Date 5-11-05

I, the undersigned, a history public in good faith earnestly and stoutly co-herently certify that, Larry Dorton, whose name is signed to the foregoing certificate as mayor, and who is known to me, dismembered before me, on the date that other being said, informed of the contents of said certificate, does manifest some indignity as such individual with full authority

Dorton
Mayor

Witness my hand and seal this _____ day of _____, 2005.

<i>Wm. J. Hill</i>	Date <i>5/19/05</i>
Magn. City of Colore	
<i>Wm. J. Hill</i>	Date <i>5/19/05</i>
E. Street, City of Colore	
<i>C. H. Jones & Co.</i>	Date <i>5/19/05</i>
Naming Commission, City of Colore	

City Clerk, City of Colorado

CURVE TABLE				
GRADE	LENGTH	PAIDING	CURVE	MEASING
1	2	3	4	5
0.0	1.00	1.00	1.00	1.00
0.1	1.01	1.01	1.01	1.01
0.2	1.02	1.02	1.02	1.02
0.3	1.03	1.03	1.03	1.03
0.4	1.04	1.04	1.04	1.04
0.5	1.05	1.05	1.05	1.05
0.6	1.06	1.06	1.06	1.06
0.7	1.07	1.07	1.07	1.07
0.8	1.08	1.08	1.08	1.08
0.9	1.09	1.09	1.09	1.09
1.0	1.10	1.10	1.10	1.10
1.1	1.11	1.11	1.11	1.11
1.2	1.12	1.12	1.12	1.12
1.3	1.13	1.13	1.13	1.13
1.4	1.14	1.14	1.14	1.14
1.5	1.15	1.15	1.15	1.15
1.6	1.16	1.16	1.16	1.16
1.7	1.17	1.17	1.17	1.17
1.8	1.18	1.18	1.18	1.18
1.9	1.19	1.19	1.19	1.19
2.0	1.20	1.20	1.20	1.20
2.1	1.21	1.21	1.21	1.21
2.2	1.22	1.22	1.22	1.22
2.3	1.23	1.23	1.23	1.23
2.4	1.24	1.24	1.24	1.24
2.5	1.25	1.25	1.25	1.25
2.6	1.26	1.26	1.26	1.26
2.7	1.27	1.27	1.27	1.27
2.8	1.28	1.28	1.28	1.28
2.9	1.29	1.29	1.29	1.29
3.0	1.30	1.30	1.30	1.30
3.1	1.31	1.31	1.31	1.31
3.2	1.32	1.32	1.32	1.32
3.3	1.33	1.33	1.33	1.33
3.4	1.34	1.34	1.34	1.34
3.5	1.35	1.35	1.35	1.35
3.6	1.36	1.36	1.36	1.36
3.7	1.37	1.37	1.37	1.37
3.8	1.38	1.38	1.38	1.38
3.9	1.39	1.39	1.39	1.39
4.0	1.40	1.40	1.40	1.40
4.1	1.41	1.41	1.41	1.41
4.2	1.42	1.42	1.42	1.42
4.3	1.43	1.43	1.43	1.43
4.4	1.44	1.44	1.44	1.44
4.5	1.45	1.45	1.45	1.45
4.6	1.46	1.46	1.46	1.46
4.7	1.47	1.47	1.47	1.47
4.8	1.48	1.48	1.48	1.48
4.9	1.49	1.49	1.49	1.49
5.0	1.50	1.50	1.50	1.50
5.1	1.51	1.51	1.51	1.51
5.2	1.52	1.52	1.52	1.52
5.3	1.53	1.53	1.53	1.53
5.4	1.54	1.54	1.54	1.54
5.5	1.55	1.55	1.55	1.55
5.6	1.56	1.56	1.56	1.56
5.7	1.57	1.57	1.57	1.57
5.8	1.58	1.58	1.58	1.58
5.9	1.59	1.59	1.59	1.59
6.0	1.60	1.60	1.60	1.60
6.1	1.61	1.61	1.61	1.61
6.2	1.62	1.62	1.62	1.62
6.3	1.63	1.63	1.63	1.63
6.4	1.64	1.64	1.64	1.64
6.5	1.65	1.65	1.65	1.65
6.6	1.66	1.66	1.66	1.66
6.7	1.67	1.67	1.67	1.67
6.8	1.68	1.68	1.68	1.68
6.9	1.69	1.69	1.69	1.69
7.0	1.70	1.70	1.70	1.70

"R.C. FARMER AND ASSOCIATES IS NOT RESPONSIBLE FOR SOIL COMPACTORS AND DID NOT CONDUCT ANY SURFACE AND SUBSURFACE INVESTIGATIONS."

NOTE: All assessments are for utility or emergency purposes and other records for needs both within and without this jurisdiction.

Boards of hearing in Ohio No. 25.

Survivor Engineer and City of Cetero are not responsible for providing butting sites free of critical problems.

The City of Cetero, although it not now in the future responsible for any modernization outside the public Right-of-Way.