

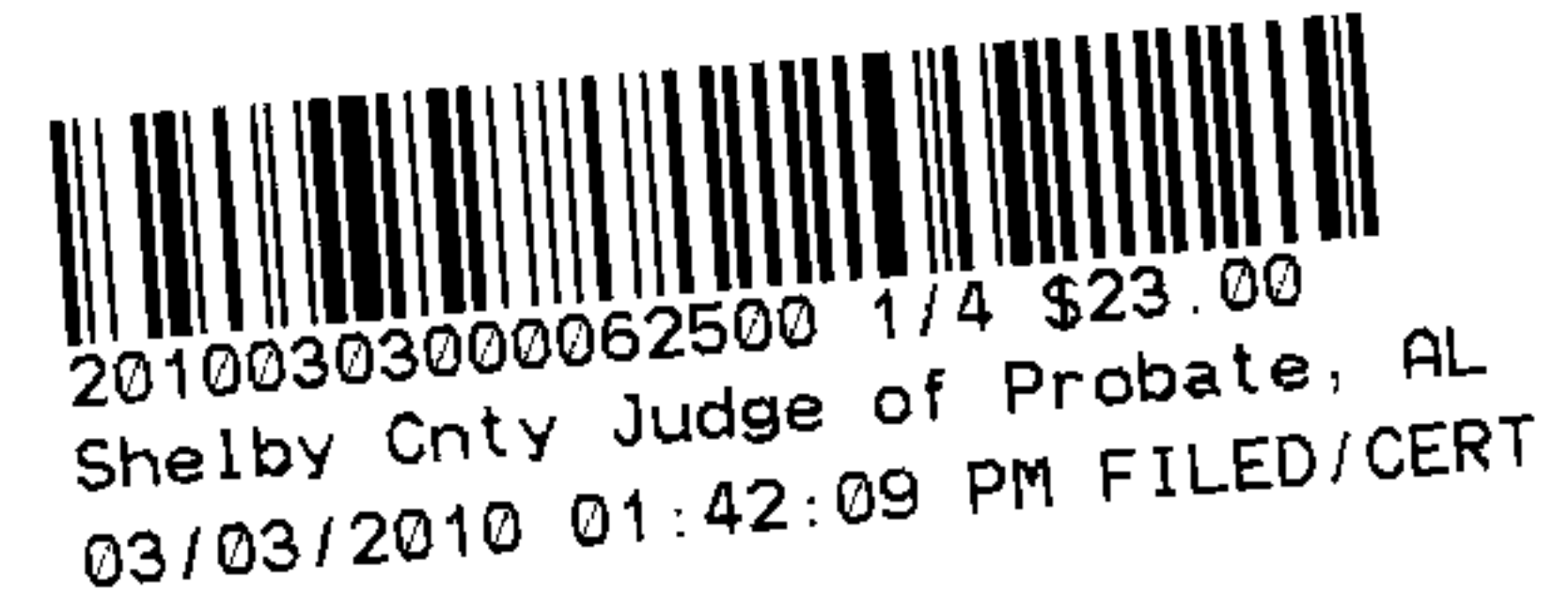
AMENDMENT TO DECLARATION

OF

PROTECTIVE COVENANTS

FOR

THE ENCLAVE



KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, a Declaration of Protective Covenants for The Enclave, Phase One, was recorded in Instrument No. 20061129000577080 in the Probate Office of Shelby County, Alabama; and

WHEREAS, revisions are needed to the Protective Covenants for the benefit of the Developer, The Enclave Residential Association, Phase One, Inc. and Lot Owners of lots within The Enclave, Phase One.

NOW, THEREFORE, the undersigned hereby adopts the following Articles of Amendment to the Declaration of Protective Covenants for The Enclave:

1. Paragraph 1.2 is deleted in its entirety and the following substituted in lieu thereof:

1.2 Association. The Enclave Residential Association, Phase One, Inc., its successors and assigns (the Articles of Incorporation and By-Laws for which are recorded in the Office of the Judge of Probate of Shelby County, Alabama, concurrently herewith).

2. The title for Article VI is hereby amended from The Enclave Residential Association, Inc. to The Enclave Residential Association, Phase One, Inc.
3. Paragraph 3.2 (a) is deleted in its entirety and the following substituted in lieu thereof:

3.2 (a) The exterior finish of each dwelling shall be brick, stone, horizontal vinyl, cementitious siding or wood siding or a combination thereof. The front portion of the dwelling must show brick or stone/vinyl or hardy plank or equal to the extent required by the Architectural Review Committee.

4. Paragraph 3.2 (c) is deleted in its entirety and the following substituted in lieu thereof:

3.2 (c) No lot shall be used except for single-family residential purposes. No dwellings shall be erected on any Lot containing less than Eleven hundred and Fifty (1150) square feet for a one story house; Twelve hundred and Fifty (1250) square feet for a one and one-half story house; and sixteen hundred (1600) square feet for a two story house with seven hundred (700) square feet on the first floor.

5. Paragraph 3.2 (h) is deleted in its entirety and the following substituted in lieu thereof:

3.2 (h) No window unit air-conditioning shall be placed on any Parcel. Outside air-conditioning units may not be located in the front yard of any Parcel.

6. Paragraph 3.2 (i) is deleted in its entirety and the following substituted in lieu thereof:

3.2 (i) The primary roof pitch on any dwelling shall not be less than six to twelve unless otherwise approved in writing by the Architectural Review Committee. No solar or other energy collection devise or equipment shall be maintained on any Parcel or dwelling if the same would be visible from the street. No projections of any type shall be allowed above the roof of any dwelling except for chimneys and vent stacks approved by the Architectural Review Committee.


7. Paragraph 3.3 is deleted in its entirety and the following substituted in lieu thereof:

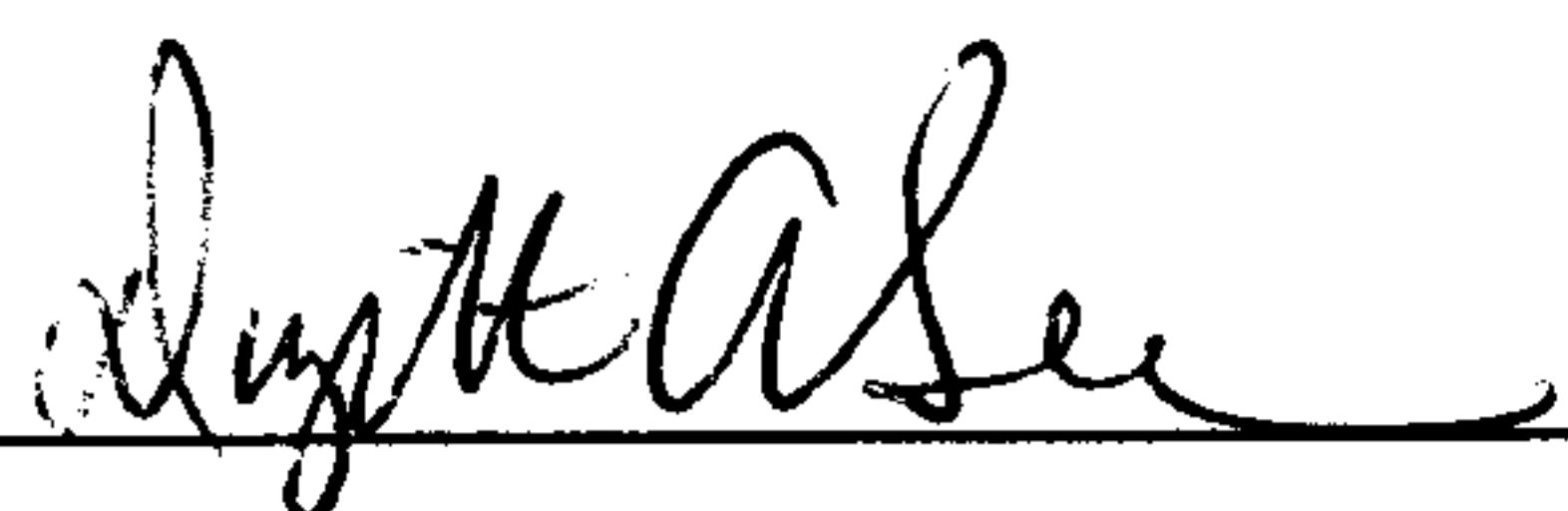
3.3 Fences. All fences are subject to the approval of the Architectural Review Committee. All fences must be wood with the finished side on the outside and must be at least four (4) feet in height. No fence, wall, hedge or shrub planting which obstructs sight lines from any roadways within the Subject Property shall be placed or permitted to remain on any Parcel.

IN WITNESS WHEREOF, this Amendment to Declaration of Protective Covenants for The Enclave has been executed by the owners of over seventy five percent (75%) of the lots effective the 7th day of March, 2010.

NSH Corp.

BancorpSouth Bank


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Shelby Cnty Judge of Probate, AL
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By: _____
Its: CEO

By: _____
Its: _____

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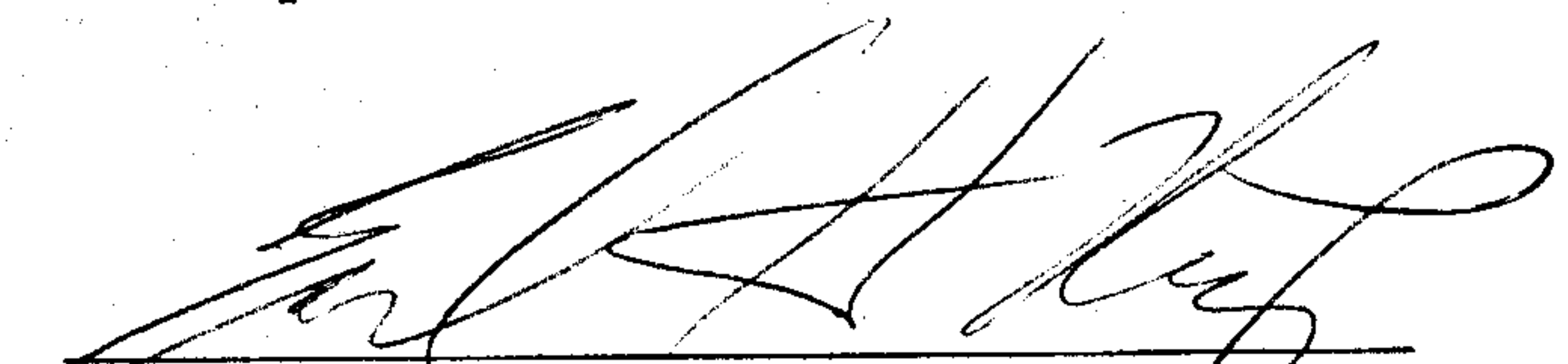
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IN WITNESS WHEREOF, this Amendment to Declaration of Protective Covenants for The Enclave has been executed by the owners of over seventy five percent (75%) of the lots effective the 2nd day of MARCH, 2010.

NSH Corp.

BancorpSouth Bank

By: _____
Its: _____

By: 
Its: EARL H THARP
SENIOR VICE - PRESIDENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Earl H. Thump, whose name as Senior Vice President of BancorpSouth Bank, 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, as an act of said Bank, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 2nd day of March, 2010.

[Signature]
Notary Public
My Commission Expires: 5-21-12


STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dwight Sander, whose name as CEO of NSH Corp., 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, as an act of said corporation, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 2nd day of March, 2010.

[Signature]
Notary Public
My Commission Expires: 7/5/10

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 5, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS


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Shelby Cnty Judge of Probate, AL
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