

**THIS INSTRUMENT PREPARED BY:**

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Inst # 1992-26078

11/06/1992-26078  
03:32 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 HJS 14.00

STATE OF ALABAMA       )  
                                  )  
COUNTY OF SHELBY       )

**AMENDED DECLARATION OF PROTECTIVE COVENANTS  
FOR LAKE HEATHER ESTATES, A PRIVATE SUBDIVISION**

**KNOW ALL MEN BY THESE PRESENTS, that:**

**WHEREAS**, by Statutory Warranty Deed dated August 26, 1992, recorded at Instrument Number 1992-18226, in the Office of the Judge of Probate of Shelby County, Alabama, Lake Heather Development Co., Inc., an Alabama corporation (herein referred to as "Developer") acquired approximately 43 acres of land, described on the attached Exhibit "A", which Exhibit "A" is attached hereto and made a part hereof; and

**WHEREAS**, attached to the aforementioned Statutory Warranty Deed for the restrictions was a Declaration of Protective Covenants for development of the real property described on Exhibit "A" as a private subdivision within the City of Hoover, Shelby County, Alabama; and

**WHEREAS**, pursuant to Section 14.2 of the Declaration, the Developer is authorized to file amendments to the Declaration provided any such amendment does not "materially adversely effect the rights and interests of any other party"; and

**WHEREAS**, as of the date hereof, the Developer has not conveyed any lots to any other party and remains the fee simple owner of all of the land described on the attached Exhibit "A"; and

**WHEREAS**, the purpose of this amendment is to include certain additional provisions with respect to architectural control of the improvements within the Subdivision and to further delineate the responsibility of the lot owners with respect to any piers into Lake Heather which any lot owner may wish to construct.

**NOW, THEREFORE**, in consideration of the foregoing, the Developer does hereby claim, publish and declare that all said lots in the Subdivision shall be held, conveyed, apothecated or encumbered, subject to the Declaration, and the amendments to the Declaration set forth herein below.

1. **Amendment to Article II.** Section 2.4 of the Declaration is amended so as to require the approval in writing by the Committee of the architect and builder for any proposed house to be constructed on any lot before any work on the lot is commenced. The certificate of approval of the Committee, issued pursuant to Section 2.4, shall also contain approvals with respect to the architect and builder. The lot owners failure to obtain approval of the architect and builder prior to commencement of construction shall constitute a violation of Section 2.4, et seq. of the Declaration, and the Association, the other lot owners, and the Developer shall have all of the rights, remedies and privileges with respect to enforcement as provided for in the Declaration.

2. **Piers on Lake Heather.** No lot owner shall be authorized to erect a pier, or any other improvement, on Lake Heather adjacent to his Lot, without the express written permission of the Developer and Grantor. In the event a Lot Owners should request such permission, such request shall be referred to the Committee, and disposed of as provided for in Article II of the Declaration. Any piers, or other improvements into Lake Heather, which are approved by the Committee, shall also be subject to the written approval of the Grantor, who is the owner of the fee simple title to Lake Heather. Each lot owner by acceptance of a deed to a lot, discharges the Developer from liability in the event approval for a pier, or other improvement in Lake Heather, is denied by the Grantor.

3. **Capitalized Terms.** The capitalized terms contained in this Amended Declaration shall have the meaning attributed to each in the Declaration heretofore filed for record in the Shelby County Probate Court.

IN WITNESS WHEREOF, the undersigned by its duly authorized officers, has hereunto set its hand and seal all on the 4th day of Nov, 1992.

"Developer"

LAKE HEATHER DEVELOPMENT CO., INC., an  
Alabama corporation

By: C. S. L.  
Its PRESIDENT

ATTEST:

By: [Signature]  
Its SECY

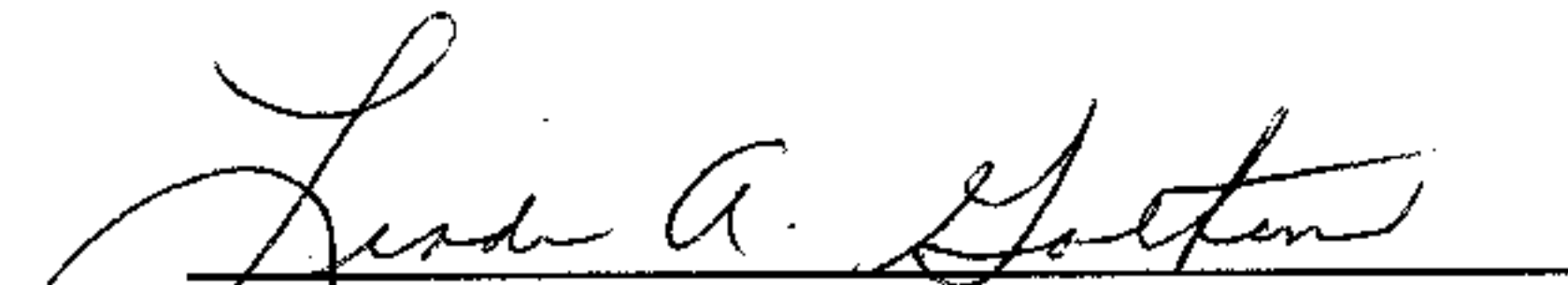
[SEAL]

STATE OF ALABAMA     )  
                                  )  
Shelby COUNTY     )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles S Givionpoun, whose name as President of **LAKE HEATHER DEVELOPMENT CO., INC.**, an Alabama corporation, 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 the said instrument, he, as such officer and with full authority, executed the same voluntarily as the act of said corporation.

GIVEN under my hand and official seal of office, this 4th day of November, 1992.

[NOTARIAL SEAL]

  
\_\_\_\_\_  
Notary Public

My Commission Expires: MY TERM EXPIRES FEBRUARY 22, 1993



## **EXHIBIT "A"**

Part of the Southeast of the Southeast of Section 35 and the Southwest of Section 36, Township 18 South, Range 2 West, along the Northeast of the Northeast of Section 2 and the Northwest of Section 1, Township 19 South, Range 2 West, all being in Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the Southwest of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and run West along the South line of same 1256.51 feet to a point; thence an angle left of 48 degrees 57' 40" and run Southwesterly 50.54 feet to the POINT OF BEGINNING of the herein described tract; thence continue along last described course 532.12 feet to a point; thence an angle to the left of 12 degrees 56' 51" and continue Southwesterly a distance of 415.00 feet to a point on the boundary of Lake Heather, said boundary being at a normal pool elevation of 495.00 MSL; thence turning to the right and running Southwesterly along the meanderings of the said boundary of Lake Heather a total distance of 10,250 feet, more or less, to a point; thence in a Southeasterly direction 590.00 feet to a point; thence an angle right of 28 degrees 30' and run in a Southwesterly direction 210.0 feet to a point; thence angle left 45 degrees 0' and run in a Southeasterly direction a distance of 210.00 feet to the POINT OF BEGINNING; closing angle being 97 degrees 58' 15". Contains 43.6 acres, more or less.

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