

MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS

THIS DECLARATION of covenants, conditions, reservations and restrictions applicable to **INDIAN LAKE ESTATES**, made as of the 26th day of September, 1995 by **LOIS HUCKABY** (the "Declarant"), and the undersigned Owners (as hereinafter defined) provides:

RECITALS

1. The Declarant is the fee simple owner of certain real property located in Shelby County, Alabama as shown on a boundary survey prepared by Robert C. Farmer, P.L.S., dated July 23, 1992, a copy of which survey is attached hereto as Exhibit A. The property shown on such plat is hereinafter referred to as the "Lake."
2. The Declarant is the sole owner of the Lake and desires to create a single general plan for the use and maintenance of the Lake which will be aesthetically pleasing to the residents of Indian Lake Estates Subdivision. The Declarant further desires to dedicate the Lake to the common use of such residents and to provide for the maintenance in perpetuity of the Lake.
3. The Declarant and the Owners have deemed it desirable that an agency be created to which certain powers should be delegated and assigned. These powers shall include maintaining and administering the Lake and facilities on the Lake and administering and enforcing the covenants and restrictions and the collection and disbursement of the assessments and charges hereinafter imposed. Accordingly, the Declarant and the Owners have caused to be incorporated under the laws of the State of Alabama as a non-profit, non-stock corporation the Huckaby Lake Homeowners' Association, Inc. (the "Association"), organized for the purpose of exercising the aforesaid functions.
4. The Declarant hereby declares that the Lake and the Property described on Exhibit B attached hereto (the "Huckaby Property") are and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the restrictions, covenants, conditions and easements hereinafter set forth for and during the period of time hereinafter specified.
5. The Owners hereby declare that the Lots described on Exhibit C attached hereto (the "Lots") are and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the restrictions, covenants, conditions and easements hereinafter set forth for and during the period of time herein specified.

Inst # 1995-31865

11/06/1995-31865
08:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
039 SNA 105.00

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise require) shall have the following meanings:

- (a) Association shall mean and refer to Huckaby Lake Homeowners' Association, Inc.
- (b) The Property shall mean the Lake, the Huckaby Property and the Lots and all additions thereto as are subject to this Declaration and any Supplemental Declaration under the provisions of Article II hereof.
- (c) Lot shall mean and refer to any one acre of land constituting a part of the Property subject to this Declaration with exception of (i) the Lake, and (ii) any other common areas and (iii) any unsubdivided part of the Huckaby Property. Any Lot of less than one acre of land shall be considered a fractional Lot as determined by its area of land.
- (d) Residence shall mean and refer to a single dwelling unit.
- (e) Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot subject to and benefitted by this Declaration, but notwithstanding any applicable theory of mortgages, shall not mean or refer to the mortgages or any trustee thereof unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (f) Common Properties shall mean and refer to those areas of land, including the Lakes and the dams located thereon as may be shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the Owners.
- (g) Member shall mean and refer to all Owners.
- (h) Declarant shall mean and refer to Lois Huckaby.
- (i) Vote shall mean one ballot assigned per acre of land owned. Lots smaller than one acre shall constitute a fractional ballot based on a fractional acre. Lots containing at least one acre plus a fractional acre shall constitute ballots plus a fractional ballot equal to the number of acres and fractional acre owned.

ARTICLE II

ADDITIONS TO PROPERTY SUBJECT TO THIS DECLARATION

Additional Property. The Owners will have a right to bring within the scheme of this Declaration additional lots by Supplementary Declaration, provided that such lots will become subject to assessments for their share of the expenses of the Association. Additions authorized under this section may be made by filing of record a Supplementary Declaration with respect to the additional lots signed by the record title owner of such lots, which Supplementary Declaration shall extend the scheme of the covenants and restrictions of this Declaration to such lots.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Memberships. Only Owners shall be Members of the Association. Every Owner shall be a member of the Association and abide by the duties and obligations established by such Association, provided that any person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two classes of voting memberships.

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A memberships shall be appurtenant to and may not be separated from ownership of any Lot. Class A Members shall be entitled to one vote for each Lot owned (*i.e.*, for each acre or fractional acre owned). When more than one person or entity holds an interest in any Lot, all persons or entities shall be a Member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast on behalf of any Lot (*i.e.*, any one acre or fractional acre of land).

Class B. The Class B Member shall be the Declarant, which shall be entitled to the total number of votes equal to the number of acres constituting the Huckaby Property. The Declarant's Class B membership and its accompanying voting rights shall cease and terminate when the Declarant, in its sole discretion, determines to withdraw from Class B membership in the Association and so notifies the Association in writing or when the Huckaby Property is no longer owned by the Declarant or her heirs or descendants, in which event the Owner or Owners of the Huckaby Property shall convert to Class A membership and be entitled to one-vote for each Lot owned (*i.e.*, for each acre or fractional acre of land owned).

Section 3. Board of Directors. The Association shall elect a Board of Directors which will manage the business and affairs of the Association in accordance with this

Declaration or any Supplemental Declaration (unless the text otherwise requires). The Board of Directors is hereby granted the following powers: (i) the power to establish committees as it deems appropriate; (ii) the power to adopt, publish and modify rules and regulations governing the use and maintenance of the Property and to establish penalties for infractions thereof; and (iii) all other powers necessary to further the general scheme of this Declaration.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Right of Enjoyment. Every Member shall have a right of enjoyment in and to the Common Properties including the Lake. Such right shall be appurtenant to and shall pass with the title to every Lot. Any Member may delegate his right of enjoyment to the Common Properties to the members of his household and to his tenants.

Section 2. Title to Common Properties. Immediately subsequent to the recordation of this Declaration, the Declarant shall convey the Common Properties to the Association.

Section 3. Limitations. The rights of enjoyment created hereby shall be subject to the following:

(i) The right of the Association, as provided in its Rules and Regulations, Articles and Bylaws to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid and for any period not to exceed 30 days for any infraction of its rules and regulations; and

(ii) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast a majority of the votes of the Members has been recorded agreeing to such dedication, transfer, purpose or condition.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Subject to Section 7 below, each Owner of any Lot by execution of this Declaration or any Supplementary Declaration or acceptance of a deed therefor subsequent to the recordation of this Declaration (whether or not it shall be so expressed in any such

deed or other conveyance) shall be deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges; and
- (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lots and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with interest thereon and the cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively by the Association for the purpose of promoting the recreation, health, safety and welfare of the residents of the Lots and in particular for the improvement and maintenance of the Lake and Common Properties, including but not limited to: the payment of real estate taxes and insurance premiums on the Common Properties; the repair, replacement and additions to the Common Properties; the maintenance of the Lake and lawns; the cost of labor, equipment, materials, management and supervision for the foregoing; and any other reasonable expenses of the Association.

Section 3. Basis and Maximum of Annual Assessments. The annual assessment for each Lot on the Properties shall be payable as provided in the Rules of the Association, and the amount thereof shall be determined as follows:

(a) Up to and including December 31, 1995, the maximum annual assessment shall be \$50.00 per Lot provided that the Association may extend such period in its sole discretion. Thereafter, the maximum annual assessment may *not* be increased by more than eight percent per annum during the term of this Declaration.

(b) Unless the period for the maximum annual assessment is extended as permitted above and subject to the maximum increase set forth above, the maximum annual assessment per Lot for the calendar year beginning January 1, 1996, and for each calendar year thereafter shall be established by the Board of Directors of the Association. When the Board of Directors fixes the maximum annual assessment for each calendar year, the Board shall at the same time, and in connection therewith, prepare an annual budget indicating the services furnished by the Association and the costs thereof per Lot.

(c) The amount of the annual assessment which may be levied for the balance of the first year of assessment shall be prorated according to the number of whole months remaining in the calendar year. The same proration of the amount of the assessment shall apply to the first assessment levied against any property which

is hereafter added to the properties now subject to assessment at a time other than the beginning of a calendar year.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Board of Directors of the Association may levy in any calendar year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of construction or reconstruction of, or unexpected repair or replacement of a capital improvement on the Common Properties or to pay debts, including necessary fixtures or personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of the Members who are entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least ten days in advance and setting forth the purpose of the meeting.

Section 5. Change in Maximum Annual Assessment. Subject to the limitation set forth in Section 3, the Board of Directors of the Association may change the maximum assessment fixed by Section 3 hereof prospectively for any period provided that such change shall have the assent of a majority of those Members who are entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of such meeting shall be sent to all Members at least ten days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum. A quorum is required for any action by the Association. The presence at the meeting of members or of proxies entitled to cast 60 percent of all the votes of those Members who are entitled to vote shall constitute a quorum.

Section 7. Lots Owned by Declarant. The Huckaby Property and any lots owned by the Declarant or her lineal descendants or the lineal descendants of her parents or the parents of her spouse (the "Huckaby Descendants") will be exempt from the payment of assessments until any such Lot is transferred or sold to someone other than an heir of the Declarant or a Huckaby Descendant as more specifically provided in Article VI, Section 3 below.

Section 8. Due Dates. The due date of the annual assessment under Section 3 hereof shall be provided for in the Rules of the Association. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien Remedies of the Association. If any assessment is not paid on the date when it is due, then such assessment shall become delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall

remain his personal obligation for the statutory period, and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid in accordance with the Rules of the Association, the Association may bring an action at law against the Owner personally obligated to pay the assessment or to foreclose the lien against his Lot and there shall be added to the amount of the delinquent assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon the Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any given proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from any liability for any assessments thereafter becoming due nor from the lien of any subsequent assessment.

ARTICLE VI

COVENANTS, RESERVATIONS AND RESTRICTIONS

Section 1. Rules. The Board of Directors of the Association may adopt and publish rules governing payment of annual assessments, the use of the Lake and any other Common Properties and any other rules in furtherance of the general scheme of this Declaration.

Section 2. Remedies. In the event of a violation or breach of any of these restrictions by an Owner or a tenant of an Owner, the Association and any other Owner shall have the right to proceed at law or in equity to compel compliance with the terms hereof to prevent such violation or breach. The failure to enforce any right, reservation, restriction or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to the breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Should the Association employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for the Association's counsel, shall be paid by the Owner. The Association shall have a lien upon such Lot with regard to which there is a breach of these covenants, conditions, reservations or restrictions to secure payment of all such costs and fees.

Section 3. Huckaby Property. The Owners acknowledge that the Huckaby Property shall have the benefit of the use of the Lake and any other Common Properties. In the event that the Huckaby Property, or any part thereof, is subdivided

into "zero lot-line" lots or is used for non-residential purposes, those zero lot-line lots shall not be subject to the provisions of this Declaration or have the benefit of the use of the Lake without the vote of sixty percent (60%) of the Members of the Association. The parties acknowledge that the Huckaby Property currently consists of a residence, stables, rental property, unimproved lots and unimproved land, that the use of such property may continue unchanged and that such property may be subdivided in the future into two or more Lots. Such Lots and the remainder of the Huckaby Property (other than that portion, if any, that has been divided into zero-lot lines lots) shall continue to enjoy the benefits of this Declaration through the term hereof but shall not be subject to the assessments hereunder as long as they are owned or occupied by the Declarant, her estate, her heirs or the Huckaby Descendants.

The Declarant, her estate, heirs or lineal descendants may elect to sell all or any part of the Huckaby Property free and clear of this Declaration upon recordation of a written election in recordable form in the office of the Judge of Probate of Shelby County, Alabama.

Section 4. Lake. No improvements, including piers or boat launch pads or landings, shall be constructed on the Lake without the prior written approval of the Association.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty years from the date this Declaration is recorded, unless an instrument signed by the then Owners of two-thirds of the Lots and the Declarant has been recorded agreeing to change such covenants and restrictions in whole or in part.

Section 2. Amendments. Any of the covenants, restrictions, rights or duties imposed by this Declaration may be amended by an affirmative vote of two-thirds of the total number of votes in existence at the time of such amendment. Any amendment to this Declaration shall not become effective until such time as it has been recorded in the same manner as this Declaration. Notwithstanding the foregoing, the rights, reservations and easements of the Declarant set forth in this Declaration shall be prior and superior to any other provision of this Declaration and may not, without the Declarant's prior written consent, be modified, amended or rescinded by any amendment to this Declaration.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent if the notice was mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member and by any holder, insurer or guarantor of any first mortgage. The Declaration, the Rules, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. Upon request, any Owner or the holder of any first mortgage on any Lot, shall be entitled to a financial statement showing the statement of operations and the balance sheet of the Association for the immediately preceding fiscal year.

Section 5. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Severability. Invalidity of any one of these covenants or restrictions by judgment, court order or legislative mandate shall in no way affect any other provisions and all such other provisions shall remain in full force and effect.

Section 7. Nullity of Provision Violating Mortgage. To the extent that any provision contained in this Declaration is deemed a violation of any provision of any mortgage to which the Property is or shall become subject, such provision shall be null and void and of no force or effect.

Section 8. Counterparts. This Declaration may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

205462-2

IN WITNESS WHEREOF, the Declarant and owners, has caused
this Declaration to be executed.

Lois B. Huckaby
Lois B. Huckaby
Declarant

John E. Lantz Jr
Owner

Frances Harrell
Owner

Doug Stegall
Owner

Roy David Johnson
Joan B. Johnson
Owner

Tracy Eugene Wood
Owner

Jim Lamm
Owner

Thomas A. Williams
Owner

Billy Lee Watson

Owner

William F. Hoskins

Barbara W. Hoskins

Owner

Richard G. Stewart

Owner

Richard T. Owens

Owner

Kenneth W. Dwyer

Owner

Rose Marie King

Owner

Lama L. King

Owner

Wanda H. Hume

Owner

Garry E. Sherrill

Owner

Christine G. Meredith

Owner

Kay E. Summer

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Patricia P. Watson

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Margaret Parson

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Bruce John Van Leukele

Owner

Larry C. Frank

Owner

BW Bramhett

Owner

Charles A Zobel

Owner

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction aforesaid, hereby certify that John E. Forrester, whose name is signed to the foregoing Declaration, is _____ of _____, has acknowledged the same before me in the aforesaid jurisdiction this 16th day of May, 1995.

Nancy L. Richard

Notary Public

My Commission Expires: 8-11-97

Charlotte F. Boley
Eugene C. Boley

Owner

Owner

Owner

Owner

Owner

Owner

STATE OF ALABAMA ✓

JEFFERSON COUNTY

I, Nancy L. Richard, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that Charlotte F. Boley, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this 1st day of ~~May~~ June, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-95

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy Richard, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that Eugene C. Boley, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this 1st day of June, 1995.

Nancy Richard
Notary Public
My Commission Expires: 8-11-95

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, _____, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that _____, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this _____ day of _____, 19____.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction aforesaid, hereby certify that Frances Harrell, whose name is signed to the foregoing Declaration, is _____ of _____, has acknowledged the same before me in the aforesaid jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-97

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction aforesaid, hereby certify that Doug Stegall, whose name is signed to the foregoing Declaration, is _____ of _____, has acknowledged the same before me in the aforesaid jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-97

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that Margaret Parson, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this 1st day of June, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8/11/99

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, _____, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that _____, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this _____ day of _____, 19____.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction aforesaid, hereby certify that Richard T. Stewart, whose name is signed to the foregoing Declaration, is _____ of _____, has acknowledged the same before me in the aforesaid jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-95

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction aforesaid, hereby certify that Richard T. Owens, whose name is signed to the foregoing Declaration, is _____ of _____, has acknowledged the same before me in the aforesaid jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-95

STATE OF ALABAMA ✓

JEFFERSON COUNTY)

I, Nancy Richard, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that Patricia P. Watson, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this 6th day of June, 1995.

Nancy L. Richard

Notary Public

My Commission Expires: 8-11-97

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that Kenneth W. Sawyer, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-95

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that Rose Marie King, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-95

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that James L. King, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this 16th day of May, 1995

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-97

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that Diana Statum, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-97

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that Teddy E. Sherrod, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-95

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that Bruce John Van Arsdale whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-95

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that Larry C. Franks, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-95

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that B. W. Bramblett, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-95

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that Charles A. Zabel, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-97

~~STATE OF ALABAMA)~~

~~JEFFERSON COUNTY)~~

~~I, _____, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that _____, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this _____ day of _____, 19____.~~

~~_____
Notary Public
My Commission Expires: _____~~

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that Roy David Johnson, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-97

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that Joan B. Johnson, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-97

Edwin F. Belue
Owner

STATE OF ALABAMA ✓

JEFFERSON COUNTY)

I, Dancy L. Richard, a Notary Public in and for the jurisdiction aforesaid, hereby certify that Edwin F. Belue, whose name is signed to the foregoing Declaration, is _____ of _____, has acknowledged the same before me in the aforesaid jurisdiction this 26th day of June, 1995.

Dancy L. Richard
Notary Public
My Commission Expires: 8-11-97

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction aforesaid, hereby certify that Tracy Eugene Wood, whose name is signed to the foregoing Declaration, is _____ of _____, has acknowledged the same before me in the aforesaid jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-97

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction aforesaid, hereby certify that Christine A. Meredith, whose name is signed to the foregoing Declaration, is _____ of _____, has acknowledged the same before me in the aforesaid jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-97

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction aforesaid, hereby certify that Jim Lemonds, whose name is signed to the foregoing Declaration, is _____ of _____, has acknowledged the same before me in the aforesaid jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-97

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction aforesaid, hereby certify that Thomas G. Williams, whose name is signed to the foregoing Declaration, is _____ of _____, has acknowledged the same before me in the aforesaid jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-97

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction aforesaid, hereby certify that Ray E. Dummier, whose name is signed to the foregoing Declaration, is _____ of _____, has acknowledged the same before me in the aforesaid jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-97

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction aforesaid, hereby certify that Billy Joe Watson, whose name is signed to the foregoing Declaration, is _____ of _____, has acknowledged the same before me in the aforesaid jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-97

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that William F. Hoskins, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this 16th day of May, 1995

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-97

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Nancy L. Richard, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that Barbara W. Hoskins, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this 16th day of May, 1995.

Nancy L. Richard
Notary Public
My Commission Expires: 8-11-97

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, _____, a Notary Public in and for the jurisdiction
aforesaid, hereby certify that _____, whose name is signed
to the foregoing Declaration, is _____ of
_____, has acknowledged the same before me in the aforesaid
jurisdiction this _____ day of _____, 19____.

Notary Public

My Commission Expires: _____

EXHIBIT A

SURVEY OF LAKE

PARCEL No.

DESCRIPTION


95 11-7-36-2-001-038

Lake & Earth Dams

SITUATED IN SECTION 36, TOWNSHIP 19 SOUTH,
RANGE 3 WEST, SHELBY COUNTY, ALABAMA.

For a complete list of our products, visit our website at www.3m.com

[illegible]


 Robert C. Carr, P.E.
 Date: 08/08/2008

INSHP. 195.
SMELBY AL.

SCALE: 1" = 100'
NORTH

PRIVATE ROAD

DATE: 11/11/2004

INDIAN
21.96 ACRES

1. What is the purpose of the study?
 2. What are the research questions?
 3. What are the hypotheses?
 4. What are the variables?
 5. What are the methods?
 6. What are the results?
 7. What are the conclusions?
 8. What are the implications?
 9. What are the limitations?
 10. What are the future directions?

EXHIBIT B

HUCKABY PROPERTY

PARCEL No.	DESCRIPTION
95 11-7-36-2-001-001	3442 Indian Lake Drive
95 11-7-36-2-001-001.011	Horse Stables
95 11-7-36-1-001-021	Rental House
95 11-7-36-2-001-015	Pasture
95 11-7-36-1-001-013.002	Small Parcel
95 11-7-36-2-001-010.011	3455 Indian Lake Lane
95 11-7-36-2-001-038	Lake & Earth Dams

EXHIBIT C

HOME OWNER'S LOTS
(ONE ACRE EQUALS ONE LOT)

OWNER	ADDRESS	PARCEL No.	LOTS
Auston	3434 Indian Lake Dr	94 11-7-36-2-001-033.001	0.5
Belue	3418 Indian Lake Tr	94 11-7-36-2-001-036.001	1.0
Boley	3457 Indian Lake Ln	94 11-7-36-2-001-010.005	1.0
Bramblett	3432 Indian Lake Dr	94 11-7-36-2-001-013	1.6
Champion	3468 Indian Lake Cr	94 11-7-36-2-001-004	##
Dorsey	3421 Indian Lake Tr	94 11-7-36-2-001-034	##
Dummier	3463 Indian Lake Cr	94 11-7-36-2-001-008	1.8
Ferguson	3436 Indian Lake Dr	94 11-7-36-2-001-032.001	##
Forrester	3465 Indian Lake Cr	94 11-7-36-2-001-006	1.0
Franks	3456 Indian Lake Ln	94 11-7-36-2-001-010.006	1.9
Hammett	3473 Indian Lake Wy	94 11-7-36-2-001-029	##
Harrell	3466 Indian Lake Cr	94 11-7-36-2-001-005	1.0
Hoskins	3437 Indian Lake Dr	94 11-7-36-2-001-031	1.3
Jacobson	3460 Indian Lake Ln	94 11-7-36-2-001-010.007	2.0
Johnson, R	3454 Indian Lake Ln	94 11-7-36-2-001-010.010	3.0
Johnson, J.	#### Indian Lake Dr	94 11-7-36-2-001-001.001	1.0
King	3438 Indian Lake Dr	94 11-7-36-2-001-030	4.0
Lemons	3425 Indian Lake Dr	94 11-7-36-2-001-###.###	1.0
Meredith	3478 Indian Lake Tr		##
Norton	3422 Indian Lake Tr	94 11-7-36-2-001-037	2.6
Owens	3430 Indian Lake Dr	94 11-7-36-2-001-012	1.7
Parsons	3431 Indian Lake Dr	94 11-7-36-2-001-011	1.0
Sawyer	3476 Indian Lake Tr	94 11-7-36-2-001-036	0.9
Seibert	3420 Indian Lake Tr	94 11-7-36-2-001-035.001	1.7
Sherrod	3458 Indian Lake Ln	94 11-7-36-2-001-010.004	1.0
Statum	3432 Indian Lake Tr		##
Stegall	3464 Indian Lake Cr	94 11-7-36-2-001-007	1.0
Stewart, M	3426 Indian Lake Dr	94 11-7-36-2-001-010.###	1.0
Stewart, R	3459 Indian Lake Ln	94 11-7-36-2-001-010.003	1.0
Swagler	3476 Indian Lake Tr	94 11-7-36-2-001-002	##
Van Arsdale	3469 Indian Lake Cr	94 11-7-36-2-001-003	2.0
Watson	3435 Indian Lake Tr	94 11-7-36-2-001-032	1.0
Whatley	3462 Indian Lake Cr	94 11-7-36-2-001-009	##
Williams	3433 Indian Lake Dr	94 11-7-36-2-001-033	.68
Wood	3450 Indian Lake Ln	94 11-7-36-2-001-010.001	1.5
Zabel	3428 Indian Lake Dr	94 11-7-36-2-001-010	9.0

= Data to be supplied by owner

SEND TAX NOTICE TO:

HUCKABY LAKE HOMEOWNERS' ASSOCIATION, INC.
c/o Ted Sherrod
3458 Indian Lake Lane
Helena, Alabama 35080

STATE OF ALABAMA)

SHELBY COUNTY)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid to the undersigned, the receipt of which is hereby acknowledged, the undersigned, **LOIS G. HUCKABY** (hereinafter referred to as the "Grantor") does hereby remise, release, quitclaim and convey unto **HUCKABY LAKE HOMEOWNERS' ASSOCIATION, INC.**, a non-profit Alabama corporation, (hereinafter referred to as the "Grantee") all of her right, title, interest in and or to the following described real property situated in Shelby County, Alabama. to-wit:

Legal Description attached hereto as Exhibit A.

TO HAVE AND TO HOLD to the said Grantee, its successors, and assigns, forever.

Given under my hand and seal this the 26 day of Sept. 1995.

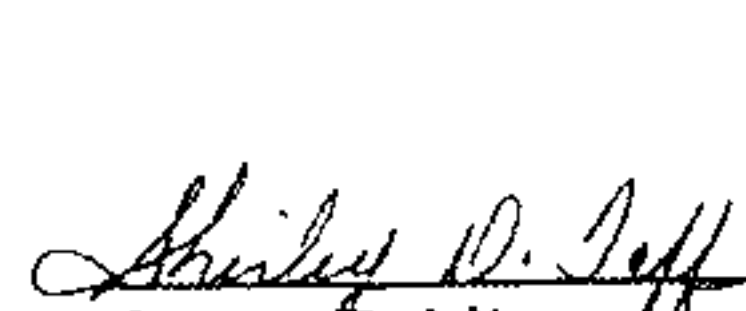

Lois G. Huckaby

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **LOIS G. HUCKABY**, whose name is signed to the foregoing Quitclaim Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26th day of Sept. 1995.


Notary Public My Commission Expires March 3, 1998
My Commission Expires March 3, 1998

THIS INSTRUMENT PREPARED BY:
DENISE W. KILLEBREW, Attorney
Berkowitz, Lefkovits, Isom & Kushner
1600 SouthTrust Tower
Birmingham, Alabama 35203

224542

Commence at the NW Corner of Section 36, Township 19 South, Range 3 West, and run South along the West line of said Section on a bearing of S 00D-55'-47" E a distance of 1997.08' to the POINT OF BEGINNING;

thence S 78D-38'-17" E a distance of 39.59';
 thence N 47D-13'-24" E a distance of 136.90';
 thence N 19D-03'-53" E a distance of 99.15';
 thence S 77D-21'-58" E a distance of 39.40';
 thence N 60D-09'-01" E a distance of 85.59';
 thence N 44D-37'-43" E a distance of 122.21';
 thence S 74D-57'-06" E a distance of 33.84';
 thence N 64D-46'-45" E a distance of 115.75';
 thence N 34D-25'-37" E a distance of 178.36';
 thence N 16D-11'-51" E a distance of 171.64';
 thence N 38D-20'-46" W a distance of 121.23';
 thence N 70D-47'-12" W a distance of 97.28';
 thence S 75D-13'-35" W a distance of 66.12';
 thence N 48D-53'-43" W a distance of 82.50';
 thence N 23D-48'-41" E a distance of 236.87';
 thence N 49D-27'-22" E a distance of 92.61';
 thence N 75D-12'-22" E a distance of 74.58';
 thence S 37D-45'-53" E a distance of 52.90';
 thence N 49D-11'-52" E a distance of 62.55';
 thence N 36D-23'-39" E a distance of 123.26';
 thence N 02D-31'-08" W a distance of 27.85';
 thence N 02D-29'-30" W a distance of 48.53';
 thence N 34D-58'-53" E a distance of 119.05';
 thence N 34D-54'-37" E a distance of 105.57';
 thence N 48D-15'-16" E a distance of 39.47';
 thence N 48D-15'-16" E a distance of 100.00';
 thence N 48D-15'-16" E a distance of 127.00';
 thence N 12D-07'-16" E a distance of 304.18';
 thence N 89D-11'-22" E a distance of 91.00';
 thence S 10D-20'-44" W a distance of 161.54';
 thence S 11D-20'-54" W a distance of 133.30';
 thence S 54D-13'-17" W a distance of 167.40';
 thence S 29D-59'-17" W a distance of 116.63';
 thence S 29D-59'-17" W a distance of 35.00';
 thence S 34D-49'-17" W a distance of 138.01';
 thence S 01D-42'-46" W a distance of 98.77';
 thence S 01D-42'-46" W a distance of 46.02';
 thence S 28D-56'-26" W a distance of 256.25';
 thence S 48D-37'-26" E a distance of 19.59';
 thence N 78D-14'-48" E a distance of 202.77';
 thence N 56D-44'-53" E a distance of 79.86';
 thence N 56D-44'-53" E a distance of 64.82';
 thence N 60D-19'-53" E a distance of 102.66';
 thence N 43D-18'-36" E a distance of 152.27';
 thence N 53D-16'-27" E a distance of 132.97';
 thence N 75D-46'-27" E a distance of 112.68';
 thence N 75D-50'-19" E a distance of 93.06';
 thence N 47D-45'-07" E a distance of 130.89';
 thence N 81D-41'-07" E a distance of 163.22';
 thence N 80D-23'-07" E a distance of 173.55';
 thence N 63D-45'-07" E a distance of 122.10';
 thence S 39D-15'-40" E a distance of 57.20';
 thence S 56D-15'-05" W a distance of 55.02';
 thence S 54D-09'-32" W a distance of 104.56';
 thence S 50D-44'-09" W a distance of 127.22';
 thence S 15D-03'-56" E a distance of 64.96';
 thence S 55D-08'-03" W a distance of 984.15';
 thence S 43D-20'-25" W a distance of 72.41';
 thence S 51D-11'-56" W a distance of 77.36';
 thence S 55D-47'-44" W a distance of 113.08';
 thence S 50D-56'-54" W a distance of 78.74';
 thence S 45D-19'-28" W a distance of 153.88';
 thence S 38D-26'-06" W a distance of 86.34';
 thence S 46D-43'-32" W a distance of 61.26';
 thence S 61D-59'-28" W a distance of 163.36';
 thence S 47D-32'-48" W a distance of 55.82';
 thence S 39D-46'-11" W a distance of 80.51';
 thence S 58D-56'-55" W a distance of 87.51';
 thence S 47D-51'-55" W a distance of 59.31';
 thence S 35D-20'-43" W a distance of 55.16';
 thence S 34D-59'-12" W a distance of 87.46';
 thence S 22D-19'-42" W a distance of 94.74';
 thence S 39D-19'-08" W a distance of 64.80';
 thence S 41D-33'-50" W a distance of 62.43';
 thence N 79D-37'-01" W a distance of 20.29';
 thence S 85D-51'-07" W a distance of 105.54'; to the

West line of said section; thence run N 00D-51'-37" W distance of 299.27' to the Point of Beginning. Said parcel containing 21.96 Acres more or less.

LESS AND EXCEPT any private road right-of-way or easements and restrictions of record.

EXHIBIT "A"

Inst # 1995-31865

11/06/1995-31865
 08:46 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 039 SMA 105.00