

THIS INSTRUMENT PREPARED BY:
William S. Wright
80 High Mesa Circle
Chelsea, AL 35043

Inst # 1996-09688

STATE OF ALABAMA)
COUNTY OF SHELBY)

03/26/1996-09688
08:08 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
069 MCD 178.50

**AMENDMENT TO DECLARATIONS OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
HIGH CHAPARRAL, A RESIDENTIAL SUBDIVISION
FIRST SECTOR AND SECTOR B**

THIS AMENDMENT is made as of this 26TH day of November, 1995, by **CHELSEA PROPERTIES, INC.**, an Alabama corporation formerly known as "CLOUD & ESTES, INC." (the "Developer") and those property owners whose signatures are affixed hereto and constitute the owners of all of the lots within the within-described Development other than those owned by Developer (the "Signatory Lot Owners").

PREAMBLE

WHEREAS, Developer has developed certain real property located in Shelby County, Alabama, into a residential subdivision with single family lots as part of a planned community known as "High Chaparral" (the "Development"), as shown on the Master Plan of High Chaparral, recorded in Map Book See below, Page inclusive, in the Probate Office of Shelby County, Alabama (the "Master Plan"), and the plats of High Chaparral-First Sector (the "First Sector"), recorded in said Probate Office in Map Book 12, Page 57A and B and High Chaparral-Sector B ("Sector B"), recorded in said Probate Office in Map Book 16, Page 69, and the replatting of lots 48-57 of said Sector B recorded in said Probate Office in Map Book 16, Page 116 (together with the Master Plan, the "Plats"); and

WHEREAS, Developer has heretofore subjected the property in High Chaparral, First Sector, to certain covenants and restrictions pursuant to Restrictions for High Chaparral - First Sector, as recorded in the Shelby County, Alabama Probate Office in Book 196, Page 237, Book 237 at Page 729 and Book 273, Page 75, and those certain Restrictions for High Chaparral - First Sector Lake Use recorded in said Probate Office in Book 197, Page 240, as amended and modified by Amendment to Restrictions for High Chaparral - First Sector recorded as Instrument #1992-25021 and a Declaration of Easement and Restrictive Covenants recorded as Instrument #1992-23020, all recorded in the Shelby County, Alabama Probate Office (the "Existing 1st Sector Covenants"); and

*Master Plan of High Chaparral is shown on Exhibit "A" attached hereto containing 5 pages and made part and parcel hereof as fully as if set out herein.

W. S. Wright

WHEREAS, Developer has heretofore subjected the property in High Chaparral, Sector B, to certain covenants and restrictions pursuant to the Declaration of Protective Covenants for High Chaparral - Sector B, as recorded in the Shelby County, Alabama Probate Office as Instrument #1992-25023 and that the Declaration of Easements and Covenants for Lake Use for High Chaparral Sector B recorded in said Probate Office, as Instrument #1992-25024 (the "Existing Sector B Covenants", or together with the Existing 1st Sector Covenants, the "Existing Covenants"); and

WHEREAS, pursuant to the Existing Covenants, Developer has reserved and granted for the benefit of all present and future owners of Lots in the First Sector and Sector B (collectively, the "Benefitted Parties"), a nonexclusive right, license and easement (the "Swim, Tennis & Equestrian Easement") in, over and across the site of approximately 16 acres in Sector B (the "Swim, Tennis & Equestrian Site"), according to the plat therefor recorded in Map Book 16, Page 69 in the Probate Office of Shelby County, Alabama, and described on the record map for Sector B as the "Common Area Reserved for Equestrian Purposes" and "Common Area Reserved for Swim & Tennis Facilities" for the purpose of engaging in swim, tennis, equestrian and similar recreational activities, which Swim, Tennis & Equestrian Site and Swim, Tennis & Equestrian Easement thereon was granted to such Lot Owners in lieu and substitution of the prior reservation in certain covenants relating to an equestrian center and swim and tennis/soccer facilities; and

WHEREAS, the Developer has the obligation after a total of forty (40) Lots have been sold in the Development, to deliver to each Lot Owner written notice that the Developer is prepared to construct certain Swim & Tennis Facilities in accordance with the terms and conditions of the Existing Covenants (the "Swim & Tennis Facilities") and, thereafter, if, within one year from the date of mailing the notice, the Developer shall receive a written request from a majority of the Lot Owners, the Developer shall be obligated to construct the Swim & Tennis Facilities in accordance with the Existing Covenants; and

WHEREAS, Developer has sold forty-one (41) Lots in the Development and Developer and the Signatory Lot Owners have agreed, pursuant to a certain Contract, Release and Agreement among the Signatory Lot Owners and Developer dated as of November 25, 1995, of which is attached hereto as **Exhibit 1** (the "Release Agreement") that Developer shall pay the Signatory Lot Owners \$212,500.00 for pro rata distribution among the Signatory Lot Owners in lieu of building the Swim & Tennis Facilities, the Swim, Tennis & Equestrian Easement and Swim, Tennis & Equestrian Site, and the right of the Signatory Lot Owners to require Developer, and Developer's obligation, to build the Swim & Tennis Facility shall be released and vacated; and

WHEREAS, pursuant to the Existing Covenants and the Release Agreement, Developer and the Signatory Lot Owners have agreed that the Existing Covenants shall be amended in order to accomplish the foregoing; and

AMENDMENT

NOW, THEREFORE, in consideration of the premises, the mutual agreements of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged herein, the parties, intending to be legally bound hereby, agree that the Existing Covenants shall be and are hereby amended as follows:

1. All provisions of the Existing Covenants relating to the swimming, tennis and/or equestrian facilities, center, site, use and/or easements in the Development shall be and are hereby deleted. All provisions relating to bridle path, horsemens' and joggers' easements shall continue in full force and effect and shall remain unaffected hereby. The property presently reserved as the Swim, Tennis & Equestrian Site for the Swim, Tennis & Equestrian Facility, together with the Swim, Tennis & Equestrian Easement and all other easements and property related thereto (excluding, however, bridle path, horsemens' and joggers' easements and property) are hereby relinquished and released by the Signatory Property Owners to the Developer for subdivision and sale as additional lots in Sector B. All covenants, restrictions and easements related to the Swim, Tennis & Equestrian Site, Swim, Tennis & Equestrian Facility and Swim, Tennis & Equestrian Easement are hereby canceled, vacated and made null and void. Developer shall be and is hereby further relieved, separately and severally, from any and all duty and obligation, of any and all kind or character, to design, create, construct, operate and maintain said Swim, Tennis & Equestrian Site and Swim, Tennis & Equestrian Facility.

2. In the event that the Developer desires to develop or plat additional property or an additional sector in the Development or on land adjacent or in close proximity thereto, such additional property or additional sector shall not be developed until all of the following conditions have been satisfied:

(i) The Developer shall have prepared (or amended, as applicable) for any property or sector added after the presently proposed Third Sector a subdivision plat in accordance with the requirements of the applicable Shelby County Planning Commission and any other planning or zoning authority having jurisdiction thereover, providing for the subdivision of the additional property into Lots of no less than two and one-half (2.5) acres each, and all applicable Subdivision Authorities and any then existing association organized among a majority of the Lot Owners of the First Sector and Sector B shall have approved the subdivision plat (or amendment thereof) for the additional property

or additional sector, and the plat shall have been filed for record with the Judge of Probate of Shelby County, Alabama.

(ii) Covenants which shall be in substantially the same form and substance as, and shall be no less restrictive than and include standards and restrictions at least as stringent as, the Sector B Covenants as the same exist on the date hereof (taking into account the amendments made hereunder) and including a reference to the description of the property included in the additional property or additional sector by reference to the Map Book and page number at which the subdivision plat for the additional sector is recorded in the Probate Office of Shelby County, Alabama, shall be adopted, recorded or otherwise made applicable to the additional property or additional sector.

IN WITNESS WHEREOF, Developer and the Signatory Lot Owners have caused this Amendment to be duly executed as of the day and year first above written.

DEVELOPER:

CHELSEA PROPERTIES, INC.
an Alabama corporation

ATTEST: _____

By: _____
Its: _____

By: James H. Eley
Its: _____ President

WITNESS:

Mary Jane Mathias
[Signature]

LOT OWNERS:

[Signature]
Lot 5
Mary Jane Mathias
Lot 5

Lot _____

Lot _____

Lot _____

or additional sector, and the plat shall have been filed for record with the Judge of Probate of Shelby County, Alabama.

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IN WITNESS WHEREOF, Developer and the Signatory Lot Owners have caused this Amendment to be duly executed as of the day and year first above written.

DEVELOPER:

CHELSEA PROPERTIES, INC.
an Alabama corporation

By: James H. Ester
Its _____ President

ATTEST: _____
By: _____
Its: _____

LOT OWNERS:

James H. Ester
Lot 32

Mary Ellen Ester
Lot 32

Lot _____

Lot _____

Lot _____

WITNESS:
James H. Bell
James H. Bell

or additional sector, and the plat shall have been filed for record with the Judge of Probate of Shelby County, Alabama.

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DEVELOPER:

CHELSEA PROPERTIES, INC.
an Alabama corporation

ATTEST:

By: _____
Its: _____

By: _____
Its _____ President

WITNESS:

Anna Shirley

LOT OWNERS:

Phil Wanner Kathryn Danner
Lot 1

Lot _____

Lot _____

Lot _____

Lot _____

or additional sector, and the plat shall have been filed for record with the Judge of Probate of Shelby County, Alabama.

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DEVELOPER:

ATTEST:

CHELSEA PROPERTIES, INC.
an Alabama corporation

By: _____
Its: _____

By: _____
Its _____ President

WITNESS:

Joe L. Emery

LOT OWNERS:

Paul Paul Paul
Lot 10

Lot _____

Lot _____

Lot _____

Lot _____

or additional sector, and the plat shall have been filed for record with the Judge of Probate of Shelby County, Alabama.

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ATTEST:

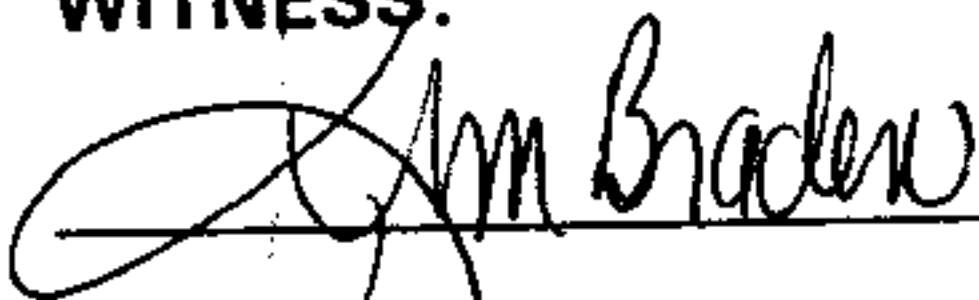
By: _____
Its: _____

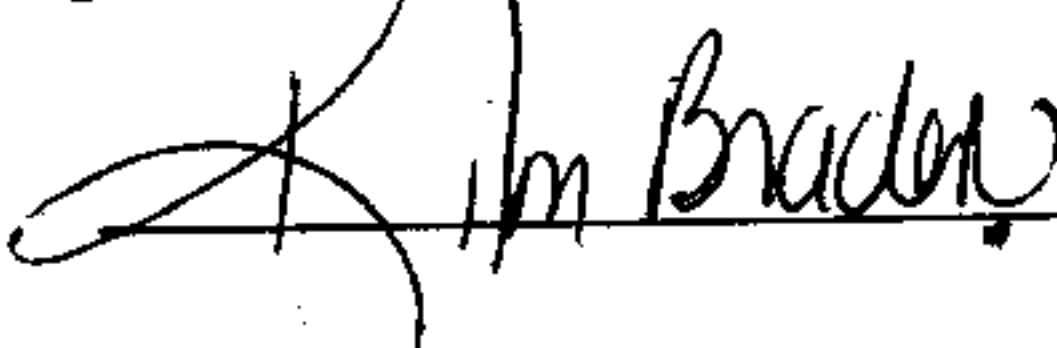
DEVELOPER:

CHELSEA PROPERTIES, INC.
an Alabama corporation

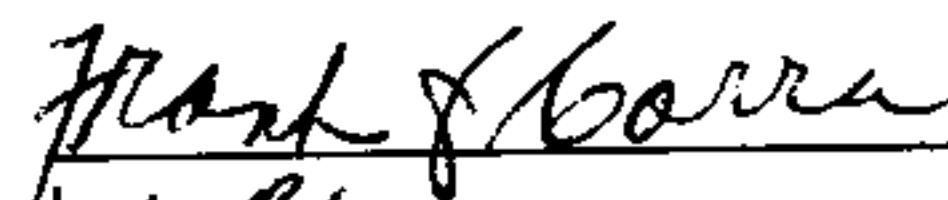
By: _____
Its _____ President

WITNESS:





LOT OWNERS:


Lot 21

Lot 21

Lot _____

Lot _____

Lot _____

or additional sector, and the plat shall have been filed for record with the Judge of Probate of Shelby County, Alabama.

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DEVELOPER:

CHELSEA PROPERTIES, INC.
an Alabama corporation

ATTEST:

By: _____
Its: _____

By: _____
Its _____ President

WITNESS:

LOT OWNERS:

John Smith *Arlene A. Reynolds*
Lot 27

John Smith *Arlene A. Reynolds*
Lot 28

Lot _____

Lot _____

Lot _____

or additional sector, and the plat shall have been filed for record with the Judge of Probate of Shelby County, Alabama.

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DEVELOPER:

CHELSEA PROPERTIES, INC.
an Alabama corporation

ATTEST:

By: _____
Its: _____

By: _____
Its _____ President

WITNESS:

Judith A. Branch

Judith A. Branch

LOT OWNERS:

Lot _____

Lot _____

C. John Leddo

Lot 31 C. John Leddo

Charlotte C. Leddo

Lot 31 Charlotte C. Leddo

Lot _____

or additional sector, and the plat shall have been filed for record with the Judge of Probate of Shelby County, Alabama.

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DEVELOPER:

CHELSEA PROPERTIES, INC.
an Alabama corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____ President

WITNESS:

Jerome H. Bellinger
Jerome H. Bellinger

LOT OWNERS:

John Randolph Shields II
Lot 43 by Joseph Plenity
Ann Shields
Lot 43 by Joseph Plenity
Joseph Plenity is empowered to execute this document on behalf of Randall and Ann Shields by a limited power of attorney executed Dec. 28, 1995, copy attached.
46

or additional sector, and the plat shall have been filed for record with the Judge of Probate of Shelby County, Alabama.

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DEVELOPER:

ATTEST:

CHELSEA PROPERTIES, INC.
an Alabama corporation

By: _____
Its: _____

By: _____
Its _____ President

WITNESS:



LOT OWNERS:


Lot 33

Lot _____

Lot _____

Lot _____

Lot _____

or additional sector, and the plat shall have been filed for record with the Judge of Probate of Shelby County, Alabama.

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DEVELOPER:

CHELSEA PROPERTIES, INC.
an Alabama corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____ President

WITNESS:

Joseph J. Hunt

Joseph J. Hunt

LOT OWNERS:

James H. Leslie
Lot Lot 35
Jo Carroll Leslie
Lot Lot 35

Lot _____

Lot _____

Lot _____

or additional sector, and the plat shall have been filed for record with the Judge of Probate of Shelby County, Alabama.

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DEVELOPER:

CHELSEA PROPERTIES, INC.
an Alabama corporation

ATTEST:

By: _____
Its: _____

By: _____
Its _____ President

WITNESS:

Ron Busby
Ron Busby

LOT OWNERS:

Jayman Cook
Lot 41
Melvin K Cook
Lot 41

Lot _____

Lot _____

Lot _____

or additional sector, and the plat shall have been filed for record with the Judge of Probate of Shelby County, Alabama.

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DEVELOPER:

CHELSEA PROPERTIES, INC.
an Alabama corporation

ATTEST:

By: _____
Its: _____

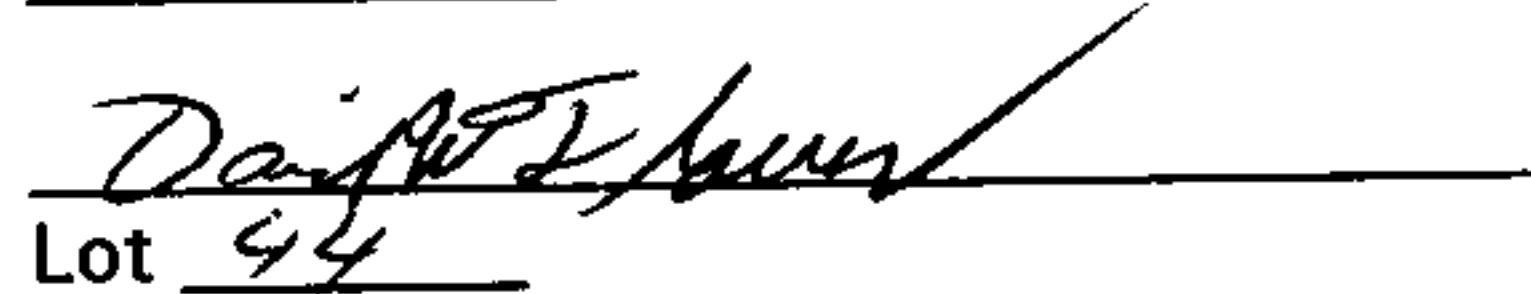
By: _____
Its _____ President

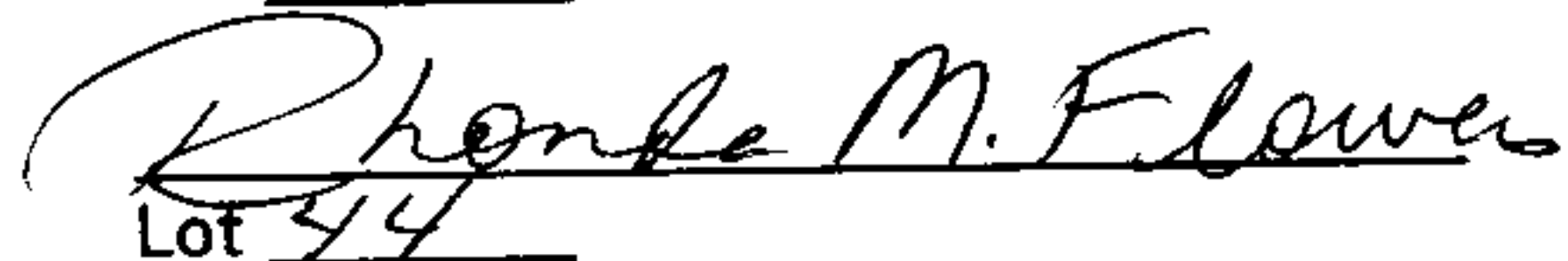
WITNESS:



Doris B. McDaniel

LOT OWNERS:


Lot 44


Lot 44

Lot _____

Lot _____

Lot _____

or additional sector, and the plat shall have been filed for record with the Judge of Probate of Shelby County, Alabama.

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DEVELOPER:

CHELSEA PROPERTIES, INC.
an Alabama corporation

ATTEST:

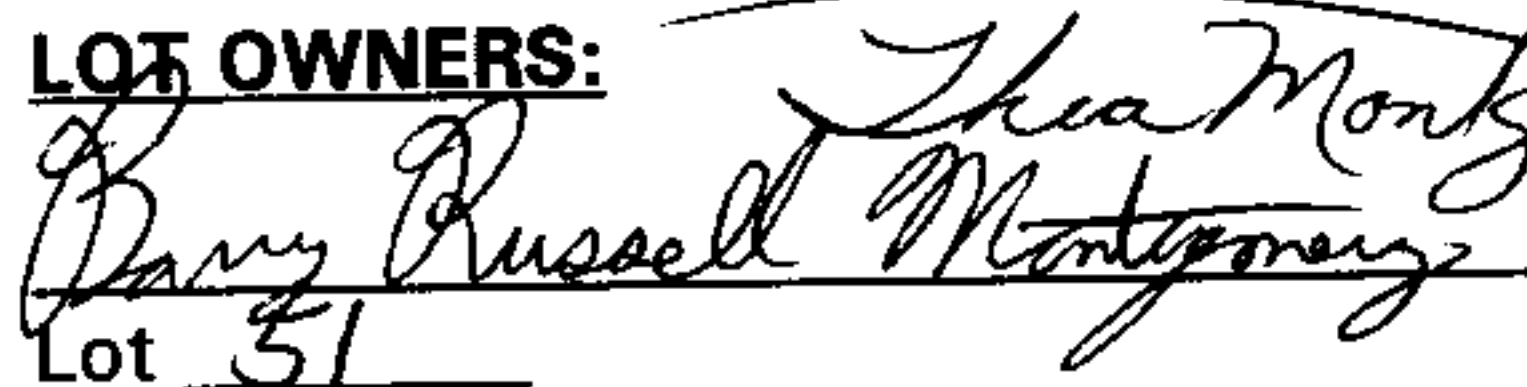
By: _____
Its: _____

By: _____
Its _____ President

WITNESS:



LOT OWNERS:


Lot 51

Lot _____

Lot _____

Lot _____

Lot _____

or additional sector, and the plat shall have been filed for record with the Judge of Probate of Shelby County, Alabama.

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DEVELOPER:

CHELSEA PROPERTIES, INC.
an Alabama corporation

ATTEST:

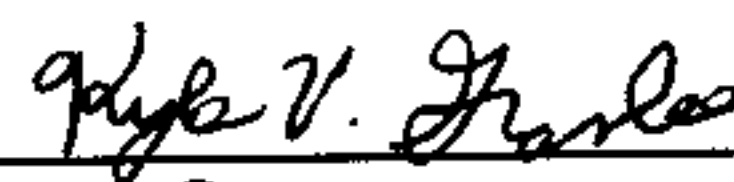
By: _____
Its: _____

By: _____
Its _____ President

WITNESS:



LOT OWNERS:


Lot 53-A

Lot _____

Lot _____

Lot _____

Lot _____

or additional sector, and the plat shall have been filed for record with the Judge of Probate of Shelby County, Alabama.

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DEVELOPER:

CHELSEA PROPERTIES, INC.
an Alabama corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____ President

WITNESS:

Charles B. Smith, Jr.

Charles B. Smith, Jr.

LOT OWNERS:

Wayne N. Kladell
Wayne N. Kladell
Lot 51-A
Jennifer B. Waddell
Lot 51-A *JENNIFER B. KLADDELL*

Lot _____

Lot _____

Lot _____

or additional sector, and the plat shall have been filed for record with the Judge of Probate of Shelby County, Alabama.

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DEVELOPER:

CHELSEA PROPERTIES, INC.
an Alabama corporation

ATTEST:

By: _____
Its: _____

By: _____
Its _____ President

WITNESS:

LOT OWNERS:

[Signature]
Lot 14
[Signature]
Lot 14

Lot _____

Lot _____

Lot _____

William S. Wright

William S. Wright

William S. Wright

William S. Wright

Joseph H. Wright

William S. Wright

William S. Wright

William S. Wright

Joseph H. Wright

Joseph H. Wright

Marion B. Davis
Carlton E. Davis

Lot 23

Marion A. Davis
Lucille R. Davis

Lot 8

Joseph H. Wright
Kate S. Wright

Lot 15

James A. Bonds
Allent E. Bonds

Lot 9

William S. Wright
Deborah J. Wright

Lot 6

Patricia A. Johnson
Robert E. Johnson

Lot 18

Betty J. Canall

Lot 24

Michael R. Canall

Lot 24

H. Samy Angler

Lot 16

Nancy R. Crumpler

Lot 16

Lot _____

Lot _____

Lot _____

Lot _____

Lot _____

Lot _____

Lot _____

Lot _____

Lot _____

Lot _____

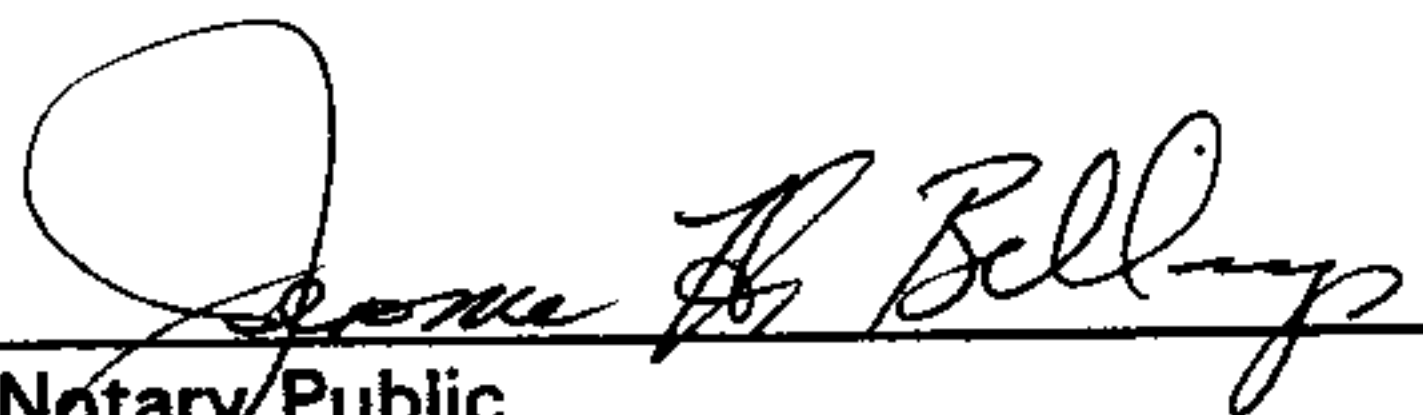
Lot _____

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said County in said State, hereby certify that JAMES H. ESTES., whose name as President of **CHELSEA PROPERTIES, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as general partner.

Given under my hand and official seal, this the 26 day of Nov., 1995.



Notary Public
My Commission Expires: 10/27/99

[Notarial Seal]

STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **NICKEY J. RUDD** and wife, **CAROLE H. RUDD**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of November, 1995.

Doni M. Ingram
Notary Public
My Commission Expires: 2-20-97

[Notarial Seal]

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **MARK S. MATHIAS** and wife, **MARY JANE MATHIAS**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 1995.

Notary Public
My Commission Expires: _____

[Notarial Seal]

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **NICKEY J. RUDD** and wife, **CAROLE H. RUDD**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

[Notarial Seal]

Notary Public

My Commission Expires: _____

STATE OF Alabama)

COUNTY OF Jefferson)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **MARK S. MATHIAS** and wife, **MARY JANE MATHIAS**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of January, 1996.

[Notarial Seal]

Mary Jane Chumblet
Notary Public

My Commission Expires: 9/6/97

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned, a notary public in and for said County in said State, hereby certify that **DAVID H. PARSONS** and wife, **KAREN S. PARSONS**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of November, 1995.

Loni M. Ingram
Notary Public
My Commission Expires: 2-20-97

[Notarial Seal]

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned, a notary public in and for said County in said State, hereby certify that **JOHN H. PHILLIPS** and wife, **SUE A. PHILLIPS**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of November, 1995.

Loni M. Ingram
Notary Public
My Commission Expires: 2-20-97

[Notarial Seal]

STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **WILLIAM S. WRIGHT** and wife, **DEBORAH T. WRIGHT**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of November, 1995.

Doni M. Ingram
Notary Public
My Commission Expires: 2-20-97

[Notarial Seal]

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **NEIL P. DAMRON** and wife, **KATHRYN E. DAMRON**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

Notary Public
My Commission Expires: _____

[Notarial Seal]

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **WILLIAM S. WRIGHT** and wife, **DEBORAH T. WRIGHT**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

[Notarial Seal]

Notary Public

My Commission Expires: _____

STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **NEIL P. DAMRON** and wife, **KATHRYN E. DAMRON**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12 day of November, 1995.

[Notarial Seal]

Anna B. Shirley
Notary Public

My Commission Expires: 10-15-97

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned, a notary public in and for said County in said State, hereby certify that **MARK A GRIFFIN** and wife, **LUCILLE R. GRIFFIN**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of November, 1995.

Loni M. Ingram

Notary Public

My Commission Expires: 8-20-97

[Notarial Seal]

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned, a notary public in and for said County in said State, hereby certify that **JANET A. BONDS** and husband, **ALBERT E. BONDS, JR.**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of November, 1995.

Loni M. Ingram

Notary Public

My Commission Expires: 8-20-97

[Notarial Seal]

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said County in said State, hereby certify that _____, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 1995.

[Notarial Seal]

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said County in said State, hereby certify that PETER PAUL PETROFF, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, HE executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of DECEMBER, 1995.

[Notarial Seal]

Joe L. Evans
Notary Public
My Commission Expires: 11/23/98

STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **JOSEPH J. GARITY** and wife, **KATE S. GARITY**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of November, 1995.

Loni M. Ingram
Notary Public
My Commission Expires: 2-20-97

[Notarial Seal]

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **H. SONNY CRUMPLER** and wife, **NANCY R. CRUMPLER**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

Notary Public
My Commission Expires: _____

[Notarial Seal]

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **JOSEPH J. GARITY** and wife, **KATE S. GARITY**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

[Notarial Seal]

Notary Public

My Commission Expires: _____

STATE OF Alabama _____)

COUNTY OF Jefferson _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **H. SONNY CRUMPLER** and wife, **NANCY R. CRUMPLER**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of Dec, 1995.

[Notarial Seal]

Patience Machae Harris

Notary Public

My Commission Expires: 11-6-97

STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **ROBERT F. JOHNSON** and wife, **PATRICIA A. JOHNSON**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of November, 1995.

Loni M. Ingram
Notary Public
My Commission Expires: 2-20-97

[Notarial Seal]

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **FRANK J. CARRA** and wife, **CAROL C. CARRA**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 1995.

Notary Public
My Commission Expires: _____

[Notarial Seal]

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **ROBERT F. JOHNSON** and wife, **PATRICIA A. JOHNSON**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

[Notarial Seal]

Notary Public

My Commission Expires: _____

STATE OF Alabama)

COUNTY OF Jefferson)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **FRANK J. CARRA** and wife, **CAROL C. CARRA**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of December, 1995.

[Notarial Seal]

Ellen DiBenedictis
Notary Public

My Commission Expires: MY COMMISSION EXPIRES AUGUST 10, 1999

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned, a notary public in and for said County in said State, hereby certify that **MICHAEL T. GARDNER** and wife, **JULI GARDNER**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of November, 1995.

Doni M. Ingram
Notary Public
My Commission Expires: 2-20-97

[Notarial Seal]

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned, a notary public in and for said County in said State, hereby certify that **CARLTON E. DAVIS** and wife, **MAXINE E. DAVIS**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of November, 1995.

Doni M. Ingram
Notary Public
My Commission Expires: 2-20-97

[Notarial Seal]

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned, a notary public in and for said County in said State, hereby certify that **MICHAEL R. CARROLL** and wife, **BETTY J. CARROLL**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of November, 1995.

Jonie M. Ingram
Notary Public
My Commission Expires: 2-20-97

[Notarial Seal]

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned, a notary public in and for said County in said State, hereby certify that **FRANK SWANSON** and wife, **CONSTANCE SWANSON**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of November, 1995.

Jonie M. Ingram
Notary Public
My Commission Expires: 2-20-97

[Notarial Seal]

STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **WILLIAM NICHOLSON JONES** and wife, **BETTY GRAY JONES**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of November, 1995.

Loni M. Ingram
Notary Public
My Commission Expires: 2-20-97

[Notarial Seal]

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **ARLEN BARTON REYNOLDS** and wife, **ARLENE REYNOLDS**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

Notary Public
My Commission Expires: _____

[Notarial Seal]

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **WILLIAM NICHOLSON JONES** and wife, **BETTY GRAY JONES**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

[Notarial Seal]

Notary Public

My Commission Expires: _____

STATE OF Alabama _____)

COUNTY OF Jefferson _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **ARLEN BARTON REYNOLDS** and wife, **ARLENE REYNOLDS**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19 day of December, 1995.

[Notarial Seal]

Kim Mucke

Notary Public

My Commission Expires: 9-8-96

STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **DENNIS D. OHME** and wife, **PATRICIA R. OHME**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of November, 1995.

Loni M. Ingram
Notary Public
My Commission Expires: 2-20-97

[Notarial Seal]

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **C. JOHN LEDDO** and wife, **CHARLOTTE C. LEDDO**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 1995.

Notary Public
My Commission Expires: _____

[Notarial Seal]

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **DENNIS D. OHME** and wife, **PATRICIA R. OHME**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

[Notarial Seal]

Notary Public

My Commission Expires: _____

STATE OF Alabama _____)

COUNTY OF Shelby _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **C. JOHN LEDDO** and wife, **CHARLOTTE C. LEDDO**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21 day of December, 1995.

[Notarial Seal]

Judy H. Branch
Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar. 22, 1999.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a notary public in and for said County in said State, hereby certify that **GEORGE A. BLINN**, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30 day of November, 1995.

[Notarial Seal]

Misty Anne Wilson
Notary Public
My Commission Expires: 2/23/99

STATE OF _____
COUNTY OF _____

I, the undersigned, a notary public in and for said County in said State, hereby certify that **JAMES H. LESLIE, IV** and wife, **JO CARROLL LESLIE**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

[Notarial Seal]

Notary Public
My Commission Expires: _____

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **GEORGE A. BLINN**, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

[Notarial Seal]

Notary Public

My Commission Expires: _____

STATE OF Alabama)

COUNTY OF Jefferson)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **JAMES H. LESLIE, IV** and wife, **JO CARROLL LESLIE**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of December, 1995.

[Notarial Seal]

Donna Lynn Bonds
Notary Public

My Commission Expires: 11/2/99

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned, a notary public in and for said County in said State, hereby certify that **HENRY PRESTON LITTLE** and wife, **YVONNE LITTLE**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of November, 1995.

Doni M. Ingram
Notary Public
My Commission Expires: 2-20-97

[Notarial Seal]

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned, a notary public in and for said County in said State, hereby certify that **DOUGLAS R. DARDEN** and wife, **MARGARET ANN DARDEN**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of November, 1995.

Doni M. Ingram
Notary Public
My Commission Expires: 2-20-97

[Notarial Seal]

STATE OF Alabama

COUNTY OF Jefferson

I, the undersigned, a notary public in and for said County in said State, hereby certify that **JAMES M. COOK** and wife, **MELISSA K. COOK**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of December, 1995.

Sara Hall

Notary Public

My Commission Expires: 8-12-96

[Notarial Seal]

STATE OF _____

COUNTY OF _____

I, the undersigned, a notary public in and for said County in said State, hereby certify that **DONALD L. ABBOTT** and wife, **FLORENCE ABBOTT**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

Notary Public

My Commission Expires: _____

[Notarial Seal]

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **JAMES M. COOK** and wife, **MELISSA K. COOK**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

[Notarial Seal]

Notary Public

My Commission Expires: _____

STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **DONALD L. ABBOTT** and wife, **FLORENCE ABBOTT**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of November, 1995.

[Notarial Seal]

Donna M. Ingram
Notary Public

My Commission Expires: 2-20-97

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **JOHN RANDALL SHIELDS, III** and wife, **ANN SHIELDS**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12 day of FEBRUARY, 1998.

Jerome H. Bell
Notary Public
My Commission Expires: 10/27/99

[Notarial Seal]

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **DAVID W. FLOWERS** and wife, **RHONDA M. FLOWERS**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

Notary Public
My Commission Expires: _____

[Notarial Seal]

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **JOHN RANDALL SHIELDS, III** and wife, **ANN SHIELDS**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

[Notarial Seal]

Notary Public

My Commission Expires: _____

STATE OF Alabama)

COUNTY OF Chelsea)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **DAVID W. FLOWERS** and wife, **RHONDA M. FLOWERS**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7 day of December, 1995.

[Notarial Seal]

Doris B. McDaniel

Notary Public

My Commission Expires: Oct 4 1999

Notary Public, Alabama, State at Large
My Commission Expires October 5, 1999

STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **EDDIE L. HUGGINS, SR.** and wife, **CORA P. HUGGINS**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of November, 1995.

Janie M. Ingram
Notary Public
My Commission Expires: 2-20-97

[Notarial Seal]

STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **FREDDIE D. SHEPARD, JR.** and wife, **EMMA ~~JEAN~~ SHEPARD**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of November, 1995.

Janie M. Ingram
Notary Public
My Commission Expires: 2-20-97

[Notarial Seal]

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned, a notary public in and for said County in said State, hereby certify that **BARRY RUSSELL MONTGOMERY** and wife, **THEA MONTGOMERY**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of December 1995.



Notary Public

My Commission Expires: 3-21-99

[Notarial Seal]

STATE OF _____

COUNTY OF _____

I, the undersigned, a notary public in and for said County in said State, hereby certify that **WILLIAM T. EVANOCHKO** and wife, **MONA F. EVANOCHKO**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

Notary Public

My Commission Expires: _____

[Notarial Seal]

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **BARRY RUSSELL MONTGOMERY** and wife, **THEA MONTGOMERY**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

[Notarial Seal]

Notary Public

My Commission Expires: _____

STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **WILLIAM T. EVANOCHKO** and wife, **MONA F. EVANOCHKO**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of November, 1995.

[Notarial Seal]

Janis M. Ingram
Notary Public

My Commission Expires: 2-20-97

STATE OF Alabama

COUNTY OF Jefferson

I, the undersigned, a notary public in and for said County in said State, hereby certify that **KYLE V. GRAVLEE**, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of January, 1995.

Candice Key Renna

Notary Public

COMMISSION EXPIRES MAY 10, 1998

My Commission Expires: _____

[Notarial Seal]

STATE OF _____

COUNTY OF _____

I, the undersigned, a notary public in and for said County in said State, hereby certify that **LEWIS NORRIS** and wife, **FRANCES MARIE NORRIS**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

Notary Public

My Commission Expires: _____

[Notarial Seal]

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **KYLE V. GRAVLEE**, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

[Notarial Seal]

Notary Public

My Commission Expires: _____

STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **LEWIS NORRIS** and wife, **FRANCES MARIE NORRIS**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of November, 1995.

[Notarial Seal]

Loni M. Simpson
Notary Public

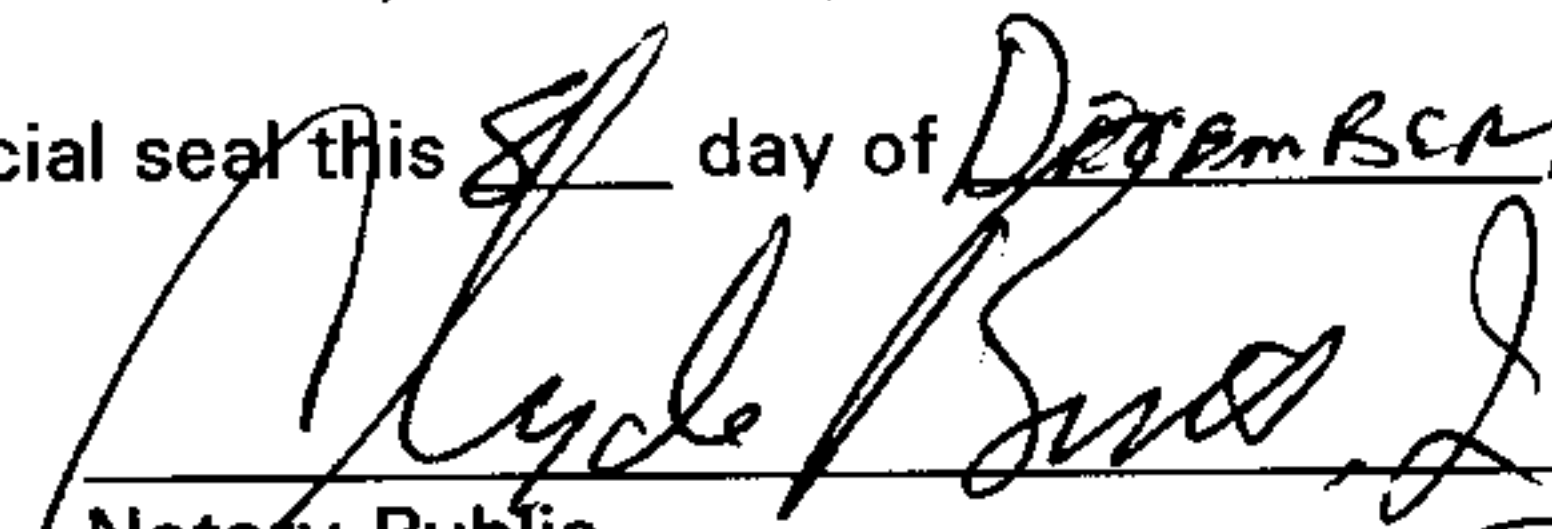
My Commission Expires: 2-20-97

STATE OF LOUISIANA

COUNTY OF EAST BATON ROUGE

I, the undersigned, a notary public in and for said County in said State, hereby certify that **WAYNE NORMAN WADDELL** and wife, **JENNIFER WADDELL**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of DECEMBER, 1995.


Notary Public
My Commission Expires: AT DEATH

[Notarial Seal]

STATE OF _____

COUNTY OF _____

I, the undersigned, a notary public in and for said County in said State, hereby certify that **STEVEN E. RAWLINS** and wife, **PAMELA J. RAWLINS**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

Notary Public
My Commission Expires: _____

[Notarial Seal]

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **WAYNE NORMAN WADDELL** and wife, **JENNIFER WADDELL**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 1995.

[Notarial Seal]

Notary Public

My Commission Expires: _____

STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **STEVEN E. RAWLINS** and wife, **PAMELA J. RAWLINS**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of November, 1995.

[Notarial Seal]

Doni M. Ingram
Notary Public

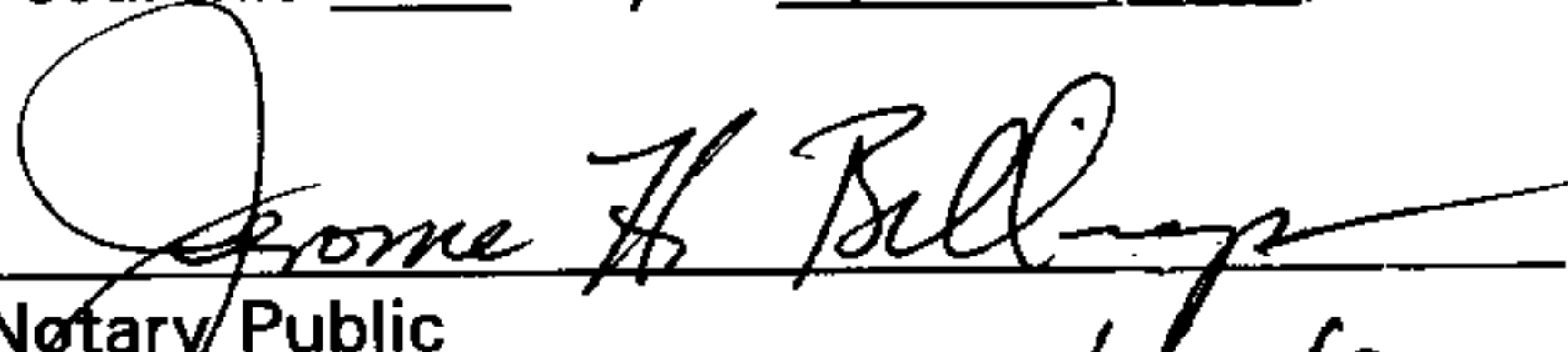
My Commission Expires: 2-20-97

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a notary public in and for said County in said State, hereby certify that **JAMES H. ESTES** and wife, **MARY ELLEN ESTES**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25 day of NOV., 1995.


Notary Public
My Commission Expires: 10/27/99

[Notarial Seal]

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said County in said State, hereby certify that _____, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 1995.

Notary Public
My Commission Expires: _____

[Notarial Seal]

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said County in said State, hereby certify that MARIO + JANIE PEREZ whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, THEY executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23 day of February, 1996.

H. M. Owen

Notary Public

My Commission Expires: 8-17-96

[Notarial Seal]

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said County in said State, hereby certify that _____, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 1995.

Notary Public

My Commission Expires: _____

[Notarial Seal]

5 Phillips

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 22nd day of DECEMBER, 1995.

MORTGAGEE:

BANKFIRST, a federal savings bank

By: [Signature] JAMES J BEDFORD
Its: ASSISTANT VICE PRESIDENT

STATE OF ALABAMA)
MORGAN COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JAMES J BEDFORD, whose name as ASSISTANT VICE PRESIDENT of BANKFIRST, a federal savings bank and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, he, as such officer and with full authority, executed the same voluntarily for and as the act of said BANKFIRST, a federal savings bank.

Given under my hand and official seal this 22nd day of DECEMBER, 1995.

[Signature]
Notary Public
My commission expires: 9-9-96

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 20 day of December, 1995.

MORTGAGEE:

Crestar Bank, Successors to Loyola Federal
Savings Bank

By: [Signature]
Its: Vice-President

STATE OF Virginia)
Richmond COUNTY)
City

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that George L. Edwards, whose name as Vice-President of Crestar Bank, a , and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, he, as such officer and with full authority, executed the same voluntarily for and as the act of said .

Given under my hand and official seal this 20 day of December, 1995.

[Signature]
Notary Public
My commission expires: April 30, 1999

10 Betworth

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the within-described Development which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment and hereby agrees that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the within-described Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 30 day of November, 1995.

MORTGAGEE:

Colonial Bank

Karen N. McClusky

By: Karen N. McClusky
Its: Assistant Vice President

STATE OF Alabama)
 COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Karen N. McClusky, whose name as Asst. Vice-President of Colonial Bank, an Alabama bank, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, I, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal this 30th day of November, 1995.

Kay A. Byers
Notary Public
My commission expires: 4/7/98

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 7th day of December, 1995.

MORTGAGEE:

By: Sandra H. Stephens
Its: VP/CFO

STATE OF Alabama)
Tuscaloosa COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Sandra H. Stephens, whose name as VP/CFO of FFB, a _____, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, she, as such officer and with full authority, executed the same voluntarily for and as the act of said FFB.

Given under my hand and official seal this 7th day of December, 1995.

Cynthia D. Martin
Notary Public
My commission expires: _____

My Commission Expires 7-11-99

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 14 day of December, 1995.

MORTGAGEE:

BancBoston Mortgage Corporation

By: Thomas H. Fish
Its: EXEC V.P.

STATE OF Florida)
Duval COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas H. Fish, whose name as Exec. Vice Pres. of BancBoston Mfg., a Florida Corp., and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this 19th day of December, 1995.

Julia M. Harden
Notary Public

My commission expires



CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

SUBJECT TO RECEIPT OF ANY FUNDS PAID TO MORTGAGOR.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 15th day of December, 1995.

MORTGAGEE:

FIRST FEDERAL SAVINGS BANK

By: [Signature]
Its: Ex V. President

STATE OF Alabama)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Larry Seale, whose name as Exec V.P. of First Federal Savings Bank Corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this 15 day of December, 1995.

[Signature]
Notary Public
My commission expires: 10/13/98

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

SUBJECT TO RECEIPT OF ANY PROCEEDS PAID TO MORTGAGOR.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 15th day of December, 1995.

MORTGAGEE:

FIRST FEDERAL SAVINGS BANK

By: [Signature]
Its: Ex V. President

STATE OF Alabama)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Narry Seale, whose name as Exec. VP of First Federal Savings Bank a Corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, He, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this 15 day of December, 1995.

[Signature]
Notary Public
My commission expires: 10/13/98



1604 MONTGOMERY HIGHWAY
BIRMINGHAM, ALABAMA 35216

PHONE (205) 822-8534

January 16, 1996

Mr. Joseph J. Garity
211 El Camino Real
Chelsea, Alabama 35043

Re: James H. Leslie, IV
Lewis Norris

Dear Mr. Garity:

We have previously submitted to you the executed Amendent of Declaration of Covenants, Conditions and Restrictions for High Chapparal on the above two referenced homeowners. Our letter stated a requirement that any proceeds be made to First Federal Savings Bank to be applied to the mortgage.

We are hereby dropping those requirements and any proceeds from the Amendment may be made directly to the individual homeowners.

Please call me if you have any questions.

Sincerely,

W. Max Adams
Assistant Vice President

WMA/hs

See Sub. 54A Lewis



1604 MONTGOMERY HIGHWAY
BIRMINGHAM, ALABAMA 35216

PHONE (205) 822-8534

December 18, 1995

Mr. Joseph J. Garity
211 El Camino Real
Chelsea, Alabama 35043

Re: James H. Leslie, IV
480 El Camino Real
Chelsea, Alabama 35043
Loan #3-904799

Dear Mr. Garity:

Enclosed is the executed Amendment of Declaration of Covenants, Conditions and Restrictions for High Chapparral. This approval and execution is given with the requirement that any proceeds be made to First Federal Savings Bank to be applied to the mortgage.

Yours very truly,

A handwritten signature in cursive script, reading "W. Max Adams".

W. Max Adams

WMA/hs



1604 MONTGOMERY HIGHWAY
BIRMINGHAM, ALABAMA 35216

PHONE (205) 822-8534

December 18, 1995

Mr. Joseph J. Garity
211 El Camino Real
Chelsea, AL 35043

Re: Lewis 7 Marie Norris
301 El Camino Real Lot #54A
Chelsea, AL 35043

Dear Mr. Garity:

Attached is the executed Proposed Amendment of Declarations of Covenants for the referenced borrower. This agreement is subject to any funds disbursed being paid to First Federal Savings Bank.

Please call if you have any questions.

Yours very truly,

W. Max Adams

WMA/hs

Attachment

*OK w/ Lewis Norris
by telephone @ 11:35 AM
Tues, Jan-2, 1995
JH*

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the within-described Development which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment and hereby agrees that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the within-described Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 11 day of ~~November~~, 1995.
December

MORTGAGEE:

AmSouth MORTGAGE CO. INC

By: Nancy M Handley
Its: ASSISTANT VICE PRESIDENT

STATE OF ALABAMA)
COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that NANCY M. HANDLEY, whose name as ASST. VICE President of AmSouth Mortgage Co., a CORPORATION, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, she, as such officer and with full authority, executed the same voluntarily for and as the act of said CORPORATION.

Given under my hand and official seal this 11th day of December, 1995.

Betty Allen
Notary Public

The Commission Expires December 7, 1997

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 20 day of December, 1995.

MORTGAGEE:

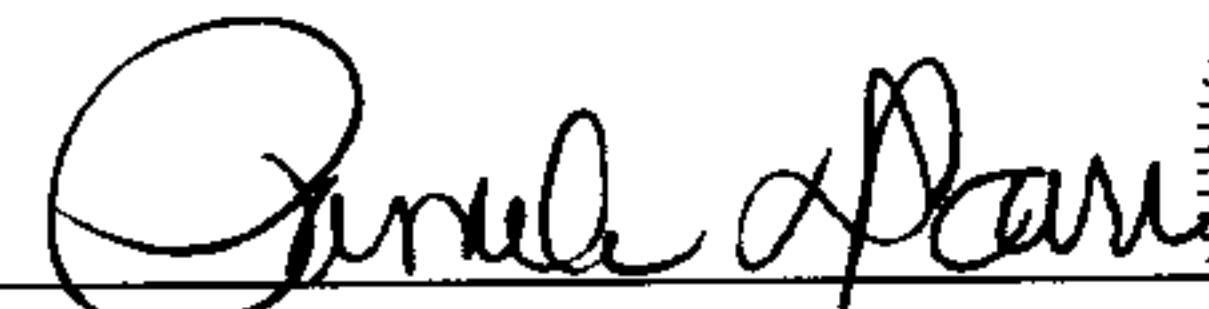
Citizens Mortgage Corporation

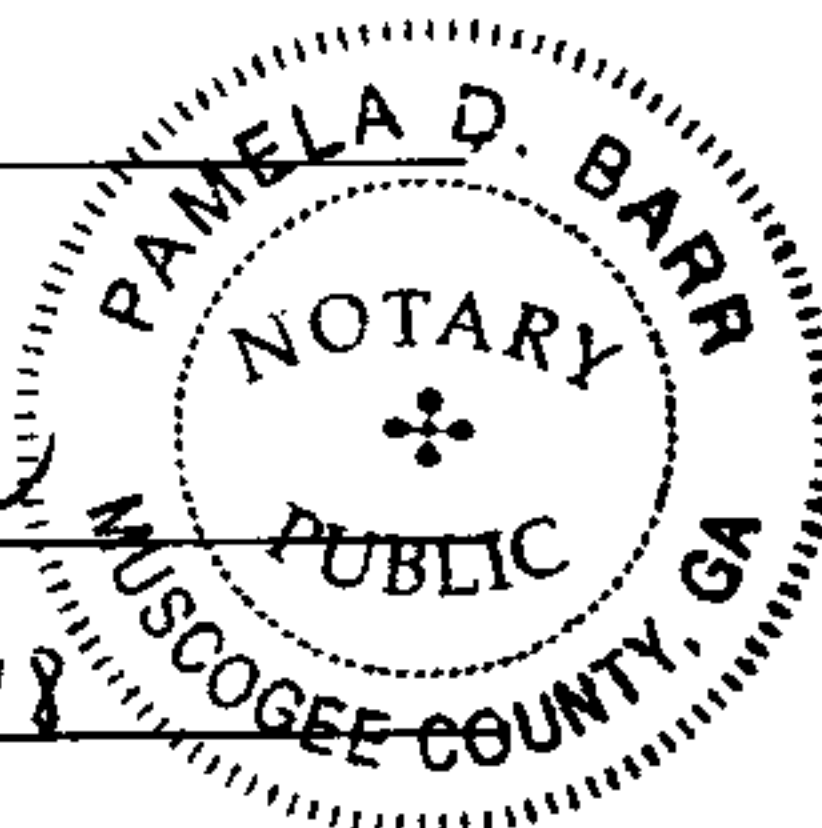
By:  Linda A. Story
Its: Vice President

STATE OF Georgia)
Muscogee COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Linda A. Story, whose name as Vice President of Citizens Mortgage Corp, a Corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, as such officer and with full authority, executed the same voluntarily for and as the act of said Linda A. Story.

Given under my hand and official seal this 20 day of December 1995.


Notary Public Pamela A. Barr
My commission expires: 3-30-98



CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 29th day of December, 1995.

MORTGAGEE:

First Family Financial Services
By: J. David Alvis
Its: Manager

STATE OF Alabama)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. David Alvis, whose name as Manager of First Family Financial Services a corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, _____, as such officer and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand and official seal this 29th day of December, 1995.

Sharon J. Fortenberry
Notary Public
My commission expires: 8-29-99

45 Higgins
23 Davis

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 11th day of January, 1995.⁶

MORTGAGEE:

Debra J. Probelski

Fleet Mortgage Corp. F.K.A. Fleet Real Estate
Funding

By: Debra J. Probelski
Its: Assistant Secretary

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Debra J. Probelski, whose name as Assistant Secretary of Fleet Mortgage Corp., a corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, as such officer and with full authority, executed the same voluntarily for and as the act of said Fleet Mortgage Corp..

Given under my hand and official seal this 11th day of January, 1995.⁶

Christine M. Derby

Notary Public Christine M. Derby
My commission expires: November 8, 1998

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the within-described Development which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment and hereby agrees that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the within-described Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the ____ day of November, 1995.

MORTGAGEE:

Bank of Mississippi

By: Nelda Parks
Its: Mortgage Loan Officers

STATE OF Miss)
COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Nelda Parks, whose name as Bank of Mississippi, a Bank of Mississippi, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, Bank of Mississippi, as such officer and with full authority, executed the same voluntarily for and as the act of said Bank of Mississippi.

Given under my hand and official seal this 4th day of January, 1995.

Nelda Edwards
Notary Public

MY COMMISSION EXPIRES
OCTOBER 17, 1998

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 6th day of December, 1995.

MORTGAGEE:

COMMUNITY FIRST BANK

By: Geraldine Crews
Its: VICE PRESIDENT

STATE OF FLORIDA)
DUVAL COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that GERALDINE CREWS, whose name as VICE PRESIDENT of COMMUNITY FIRST BANK, a BANKING CORPORATION, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, SHE, as such officer and with full authority, executed the same voluntarily for and as the act of said CORPORATION.

Given under my hand and official seal this 6th day of December, 1995.

Lois Elaine Betts
Notary Public Lois Elaine Betts
My commission expires: 7-20-98

LOIS ELAINE BETTS
Notary Public, State of Florida
My Comm. expires July 20, 1998
Comm. No. CC 394247

*for Michael
673-6769
J. Abbott*

15 Security
18

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 15th day of December, 1995.

MORTGAGEE:

New South Federal Savings Bank

By: [Signature]
Its: New South Federal Savings Bank

STATE OF Alabama
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. P. Rippy, whose name as Witness of New South Federal Savings Bank, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal this 15 day of December, 1995.

[Signature]
Notary Public
My commission expires: MY COMMISSION EXPIRES FEB. 10, 1998

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 6th day of December, 1995.

MORTGAGEE:

First Alabama Bank

By: *[Signature]*
Its: Branch Manager

STATE OF Alabama)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Russ Campbell, whose name as Russ Campbell of First Alabama Bank, a Delaware corporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, he, as such officer and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand and official seal this 6th day of December, 1995.

[Signature]
Notary Public
My commission expires: 02/28/1999

30 phone

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 12th day of December, 1995.

MORTGAGEE:

Fidelity National Mortgage Corp.

By: [Signature]
Its: President

STATE OF Georgia)
DeKalb COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Keith Fadeley, whose name as president of Fidelity Nat'l Mtg, a Corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 12th day of December, 1995.

[Signature]
Notary Public
My commission expires Jan 12, 1998

Notary Public, DeKalb County, Georgia
My Commission Expires Jan 12, 1998

22 Gardner

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the within-described Development which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment and hereby agrees that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the within-described Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 30 day of November, 1995.

MORTGAGEE:

Central State Bank

By: William M. Enright
Its: President

STATE OF Alabama
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William M. Schroeder, whose name as President of Central State Bank, a corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, , as such officer and with full authority, executed the same voluntarily for and as the act of said .

Given under my hand and official seal this 30 day of November, 1995.

Shanda S. Halder
Notary Public

MY COMMISSION EXPIRES SEPTEMBER 29, 2003

15 Maritz
142 Rull

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 14 day of December, 1995.

MORTGAGEE:
COLLATERAL MORTGAGE, LTD.


By: _____
Its: VICE PRESIDENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. THOMAS KING, JR., whose name as VICE-PRESIDENT of COLLATERAL MORTGAGE, LTD a limited partnership and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, he, as such officer and with full authority, executed the same voluntarily for and as the act of said COLLATERAL MORTGAGE, LTD.

Given under my hand and official seal this 14TH day of DECEMBER, 1995.


Notary Public, Linda W. Holladay
My commission expires: 8-4-98

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 29 day of January, 1995.

MORTGAGEE:

**CAPSTEAD INC.
CUSTOMER RELATIONS
2711 N. HASKELL AVENUE
SUITE 1000
DALLAS, TX 75204**

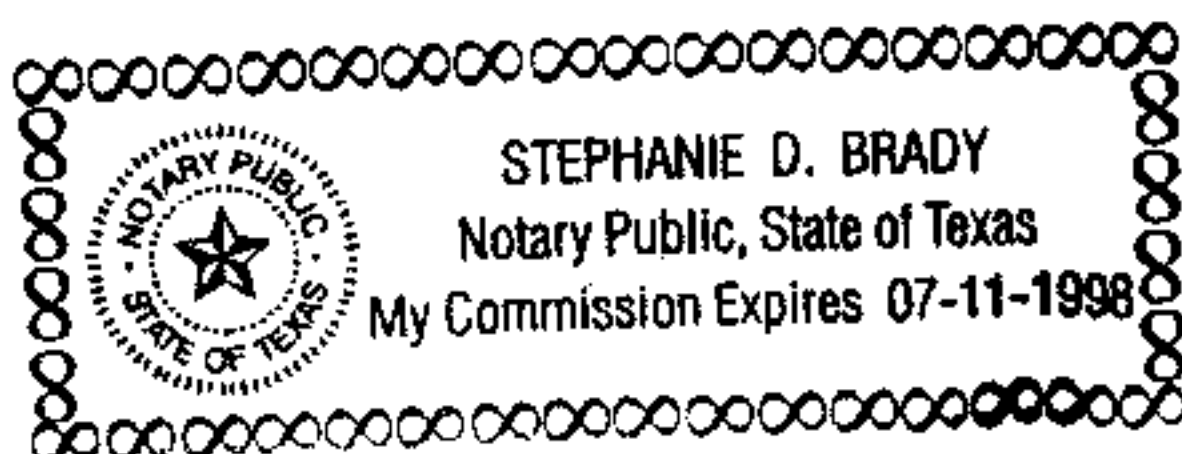
By: [Signature]

Its: Vice President, Mark Nieberlein

STATE OF Texas)
Dallas COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark Nieberlein, whose name as Vice Pres of Capstead Inc., a , and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, , as such officer and with full authority, executed the same voluntarily for and as the act of said .

Given under my hand and official seal this 29 day of January 1995, 1995.



[Signature: Stephanie D. Brady]
Notary Public
My commission expires: 7-11-98

1306733
9 Bonds

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 15 day of December, 1995.

MORTGAGEE:

LIBERTY MORTGAGE CORP.

By: G. Dale Shope G. Dale Shope
Its: Vice President

STATE OF Georgia
DeKalb)
DeKalb COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that G. Dale Shope, whose name as Vice President of Liberty Mortgage Corp. a Georgia Corp., and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this 15th day of December, 1995.

Demerse C. Rainey
Notary Public
My commission expires: Notary Public, DeKalb County, Georgia
My Commission Expires Aug. 11, 1998

C Wright

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 5th day of December, 1995.

MORTGAGEE:

Compass Bank

By: Susan F. DuBose
Its: Assistant Vice Presi

STATE OF Alabama,
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Susan F. DuBose, whose name as AVP of Compass Bank, a Corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this 5th day of December, 1995.

Sue Aubrey
Notary Public
My commission expires: 3/23/99

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 26th day of December, 1995.

MORTGAGEE:

SECOR BANK?FEDERAL SAVINGS BANK

By: W. Warren Lassiter, III
Its: W. Warren Lassiter, III
Vice President

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. Warren Lassiter, III, whose name as Vice Pres. of Secor Bank, a Corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Secor Bank.

Given under my hand and official seal this 26th day of December, 1995.

Janilla W. Mozley
Notary Public - Janilla W. Mozley
My commission expires: 04-23-96

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 6th day of December, 1995.

MORTGAGEE:

Cowger & Miller Mortgage Company

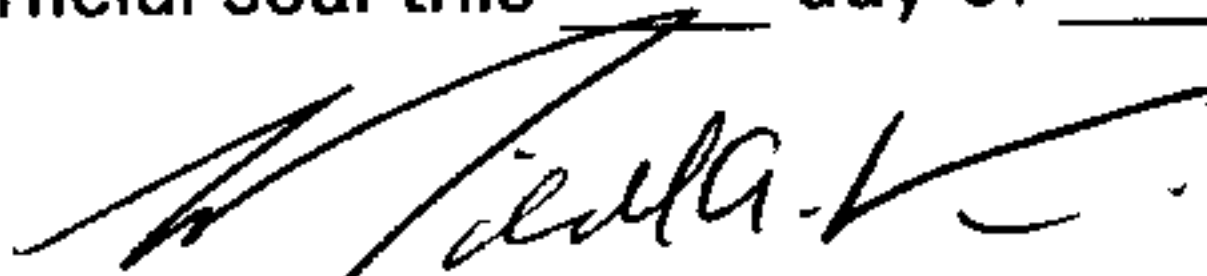


By: Wesley E. Schissler
Its: Executive Vice President

STATE OF KENTUCKY)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Wesley E. Schissler, whose name as Executive VP of Cowger & Miller Mortgage Company, a KY Corp., and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 6th day of December, 1995.



Mildred A. Vernia

Notary Public, State of Kentucky at Large
My commission expires: 6-23-1997

27+28 Reynolds
22 Gorda

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 18TH day of DECEMBER, 1995.

MORTGAGEE:

By: GLORIA P. VASQUEZ
Its: ASSISTANT VICE-PRESIDENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that GLORIA P. VASQUEZ, whose name as ASSISTANT VICE-PRES SOUTHTRUST MORTGAGE CORP DELAWARE CORP, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, as such officer and with full authority, executed the same voluntarily for and as the act of said SOUTHTRUST MORTGAGE CORP.

Given under my hand and official seal this 17TH day of DECEMBER, 1995.

Benita de la Cruz
Notary Public
My commission expires: June 26, 1996

31 Lddr

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 21st day of December, 1995.

MORTGAGEE:

NATIONSBA NC MORTGAGE CORPORATION

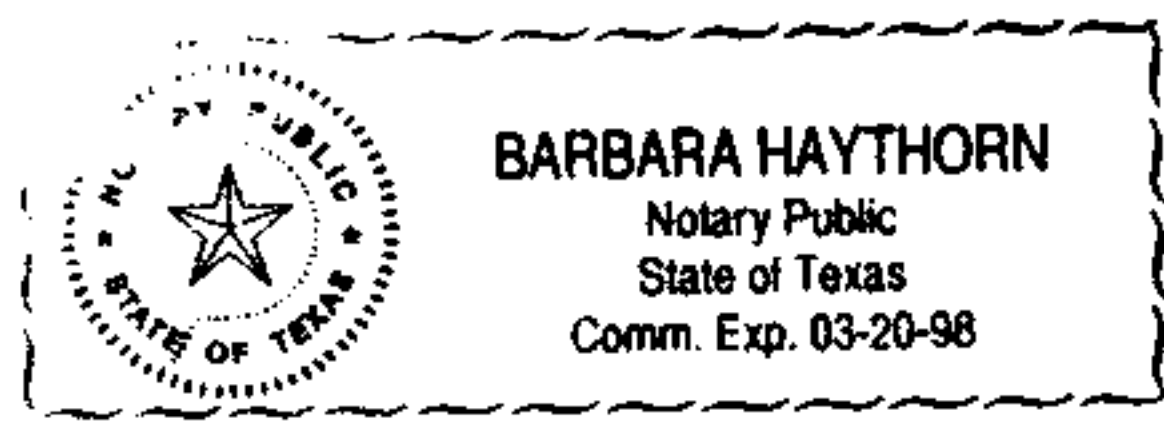
By: Betty L. Crank
Its: Betty L. Crank, Ass't Vice President

STATE OF TEXAS)
Dallas COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Betty L. Crank, whose name as Assistant Vice President of NationsBanc Mortgage Corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, has, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this 21st day of December, 1995.

Barbara Haythorn
Notary Public
My commission expires: 3/20/98



CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 17 day of January, 1995~~5~~⁶

MORTGAGEE:

Principal Residential Mortgage, Inc.

By: L.A. Willyard
 Its: L.A. Willyard, Vice President & Sec.
Esc. Adm. *LR*

STATE OF IOWA)
POLK COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that L.A. Willyard, whose name as V.P. and Sec.
Esc. Adm. Principal Res Mtg Iowa Corp, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this 17 day of January 1996, 1995.

LaQuita Adams
 Notary Public
 My commission expires:



CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the High Chaparral Residential Subdivision Development (the "Development") which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment, agree to and approve the terms and provisions of the "Contract, Release and Agreement" attached hereto as Exhibit "A", and agree that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 26th day of December, 1995.

MORTGAGEE:

SECOR BANK/FEDERAL SAVINGS BANK

By: W. Warren Lassiter, III
 Its: W. Warren Lassiter, III
 Vice President

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. Warren Lassiter, III, whose name as Vice
Pres. of Secor Bank, a Corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Secor Bank.

Given under my hand and official seal this 26th day of December, 1995.

Janilla W. Mozley
 Notary Public - Janilla W. Mozley
 My commission expires: 04-23-96

CONSENT OF MORTGAGEE

The undersigned is the holder and owner of one or more mortgages covering property in the within-described Development which is the subject of the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for High Chaparral, a Residential Subdivision First Sector and Sector B, and does hereby consent to the filing of such Amendment and hereby agrees that said property shall remain subject to the terms and conditions of the Declarations as amended by the Amendment if the undersigned should succeed to the interest of any mortgagor under any mortgage covering property in the within-described Development by foreclosure of its mortgage or accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of the 4TH day of ~~November~~, 1995.
December

MORTGAGEE:

By: _____

Its: President / CEO

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles G. Wolbach, whose name as President/CEO of First Federal Bank, a fsb, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, he, as such officer and with full authority, executed the same voluntarily for and as the act of said First Federal Bank.

Given under my hand and official seal this 4th day of December, 1995.

Jammy d. Lawler
Notary Public

MY COMMISSION EXPIRES 8-28-96

THIS INSTRUMENT PREPARED BY:
William S. Wright
80 High Mesa Circle
Chelsea, Alabama 35043

STATE OF ALABAMA)

COUNTY OF SHELBY)

DURABLE SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, JOHN RANDALL SHIELDS, III,
of 515 EL CAMINO REAL, CHELSEA, AL, an
individual, have made, constituted, designated and appointed, and by these presents,
do hereby make, constitute, designate and appoint JOSEPH J. GARITY of 211 El
Camino Real, Chelsea, Alabama, an individual, my attorney-in-fact, and in my name,
place, and stead and on my behalf and for my use and benefit, to do, take, perform
and execute all and every document, instrument, act and thing whatsoever in the
exercise of any rights and powers herein granted that I may legally do through an
attorney-in-fact, and every proper power necessary to carry out the purposes for
which this power is granted, as fully and to all intents and purposes as I might or
could do if personally present, with full power of substitution, hereby ratifying and
confirming all that my said attorney-in-fact or his substitute, shall legally do or cause
to be done by virtue of this power of attorney and the rights and powers herein
contained.

This instrument is to be construed and interpreted as a durable power of
attorney. The rights, powers and authority of said attorney-in-fact herein designated
shall commence and be in full force and effect beginning on the execution date hereof,

shall not be affected by my disability, incompetency, or incapacity and such rights, powers and authority shall remain in full force and effect after the effective date hereof until written notice of revocation by me is received and acknowledged by said attorney-in-fact and recorded in the Probate Office of Shelby County, Alabama.

Joseph J. Garity shall be and is hereby authorized, empowered and directed to execute, deliver, enter into, take and do on my behalf, all such actions, things, documents and instruments containing such terms and conditions as he shall in his sole discretion deem necessary or desirable or which First American Title Insurance Company or Chelsea Properties, Inc. shall require in connection with any contract, agreement or release relating to any swim and tennis or equestrian sites, facilities, easements and other rights granted or created by any covenants or restrictions affecting or applicable to all or any part of High Chaparral Subdivision in Shelby County, Alabama (the "Subdivision"); any amendment to the covenants and restrictions relating to or affecting the Subdivision, or any property situated therein; any waiver of notice of any meeting at which any such amendment is to be or has been considered; or any amendment or modification of any of the same. Without limiting the generality of the foregoing, Joseph J. Garity shall be and is hereby authorized, empowered and directed to execute, deliver and enter into on my behalf a certain Contract Agreement and Release among Chelsea Properties, Inc. and the Lot Owners of High Chaparral Subdivision, a certain Amendment to Covenants and Restrictions for High Chaparral, a Residential Subdivision, First Sector and Sector B among Chelsea Properties, Inc. and the owners of lots in the Subdivision, a certain

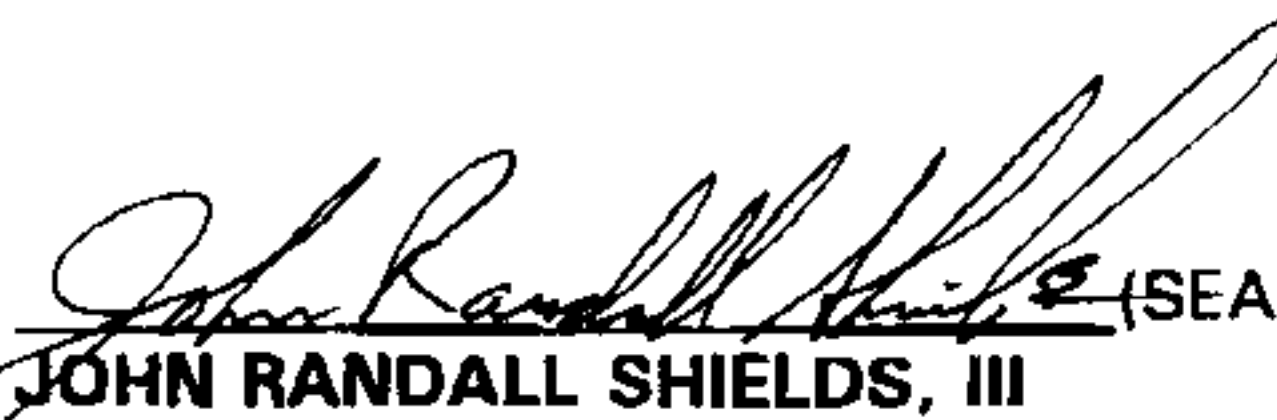
Waiver of Notice of Meeting of Lot Owners relating to a meeting held to consider the Release Agreement and the Amendment; to communicate, correspond, deal in all respects and obtain all necessary or desirable consents on my behalf from the mortgageholder(s) on my property in the Subdivision; to endorse and to deposit into any deposit account bearing either my name or mine and my spouse's names any check or funds payable to me in respect of any of the above-described transactions; and generally to make, execute, take and do all other acts, certificates, instruments, documents or things relating to any of the foregoing; all on such terms and conditions as Joseph J. Garity shall in his sole discretion deem necessary or desirable. Any action taken pursuant to the foregoing authority without acknowledge of my death shall be binding upon my, my heirs, assigns and personal representatives.

IN WITNESS WHEREOF, I have hereunto set my and seal at _____,

 this 28 day of December, 1995, and have directed that a copy or facsimile of this Power shall have the same force and effect as the original.

WITNESS:




 (SEAL)
JOHN RANDALL SHIELDS, III

STATE OF ALABAMA,COUNTY OF SHELBY,

I, the undersigned Notary Public in and for said County in said State, hereby certify that **JOHN RANDALL SHIELDS, III**, whose name 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 instrument, he executed the same voluntarily.

Given under my hand this 28th day of December, 1995.

[NOTARIAL SEAL]

Susan L Smith
Notary Public
My commission expires: 04/12/99

THIS INSTRUMENT PREPARED BY:
William S. Wright
80 High Mesa Circle
Chelsea, Alabama 35043

STATE OF ALABAMA)
COUNTY OF STEELE)

DURABLE SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, ANN SHIELDS, of 211 EL CAMINO REAL, CHELSEA, AL, an individual, have made, constituted, designated and appointed, and by these presents, do hereby make, constitute, designate and appoint JOSEPH J. GARITY of 211 El Camino Real, Chelsea, Alabama, an individual, my attorney-in-fact, and in my name, place, and stead and on my behalf and for my use and benefit, to do, take, perform and execute all and every document, instrument, act and thing whatsoever in the exercise of any rights and powers herein granted that I may legally do through an attorney-in-fact, and every proper power necessary to carry out the purposes for which this power is granted, as fully and to all intents and purposes as I might or could do if personally present, with full power of substitution, hereby ratifying and confirming all that my said attorney-in-fact or his substitute, shall legally do or cause to be done by virtue of this power of attorney and the rights and powers herein contained.

This instrument is to be construed and interpreted as a durable power of attorney. The rights, powers and authority of said attorney-in-fact herein designated shall commence and be in full force and effect beginning on the execution date hereof, shall not be affected by my disability, incompetency, or incapacity and such rights,

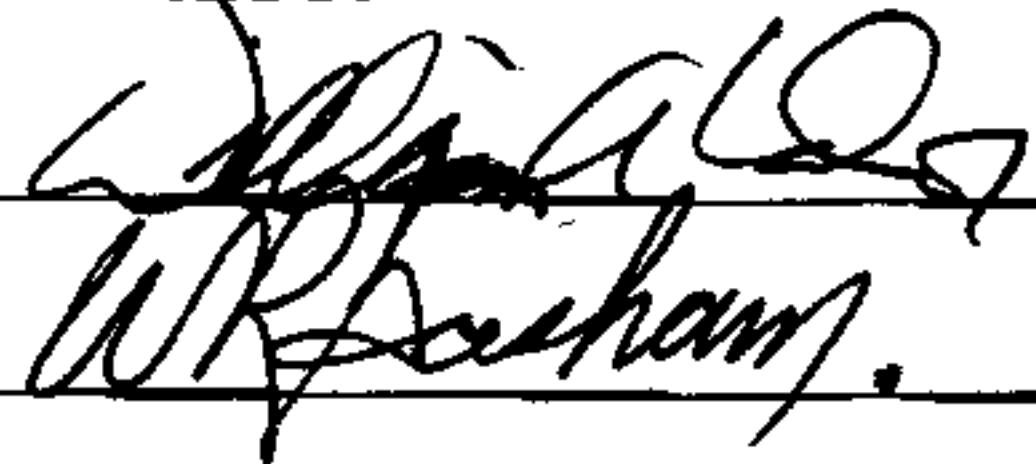
powers and authority shall remain in full force and effect after the effective date hereof until written notice of revocation by me is received and acknowledged by said attorney-in-fact and recorded in the Probate Office of Shelby County, Alabama.

Joseph J. Garity shall be and is hereby authorized, empowered and directed to execute, deliver, enter into, take and do on my behalf, all such actions, things, documents and instruments containing such terms and conditions as he shall in his sole discretion deem necessary or desirable or which First American Title Insurance Company or Chelsea Properties, Inc. shall require in connection with any contract, agreement or release relating to any swim and tennis or equestrian sites, facilities, easements and other rights granted or created by any covenants or restrictions affecting or applicable to all or any part of High Chaparral Subdivision in Shelby County, Alabama (the "Subdivision"); any amendment to the covenants and restrictions relating to or affecting the Subdivision, or any property situated therein; any waiver of notice of any meeting at which any such amendment is to be or has been considered; or any amendment or modification of any of the same. Without limiting the generality of the foregoing, Joseph J. Garity shall be and is hereby authorized, empowered, and directed to execute, deliver and enter into on my behalf a certain Contract Agreement and Release among Chelsea Properties, Inc. and the Lot Owners of High Chaparral Subdivision, a certain Amendment to Covenants and Restrictions for High Chaparral, a Residential Subdivision, First Sector and Sector B among Chelsea Properties, Inc. and the owners of lots in the Subdivision, a certain Waiver of Notice of Meeting of Lot Owners relating to a meeting held to consider the

Release Agreement and the Amendment; to communicate, correspond, deal in all respects and obtain all necessary or desirable consents on my behalf from the mortgageholder(s) on my property in the Subdivision; to endorse and to deposit into any deposit account bearing either my name or mine and my spouse's names any check or funds payable to me in respect of any of the above-described transactions; and generally to make, execute, take and do all other acts, certificates, instruments, documents or things relating to any of the foregoing; all on such terms and conditions as Joseph J. Garity shall in his sole discretion deem necessary or desirable. Any action taken pursuant to the foregoing authority without acknowledge of my death shall be binding upon my, my heirs, assigns and personal representatives.

IN WITNESS WHEREOF, I have hereunto set my and seal at _____,
_____ this _____ day of _____, 1995, and have directed that a
copy or facsimile of this Power shall have the same force and effect as the original.

WITNESS:



W. R. Buchanan



ANN SHIELDS (SEAL)

STATE OF ALABAMA,
COUNTY OF SHELBY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that **ANN SHIELDS**, whose name 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 instrument, she executed the same voluntarily.

Given under my hand this 28th day of December, 1995.

Susan L Smith

Notary Public

My commission expires: 04/12/99

[NOTARIAL SEAL]

EXHIBIT "A"

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HIGH CHAPARRAL

SITUATED IN THE SE 1/4, AND SW 1/4 OF SW 1/4, SECTION 9, AND THE NW 1/4, SECTION 10, TOWNSHIP 20 SOUTH, RANGE 1 W AND IN THE E 1/4 OF NE 1/4, NW 1/4 SW 1/4, AND NW 1/4 OF SW 1/4, SECTION 13, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA.

PREPARED FOR: CLOUD & ESTES DEVELOPERS
600 VALLEY STATION ROAD
HELLENA, AL 35000
PH: 887-0418
PREPARED BY: WETLAND SURVEYORS
1700 SOUTH 23RD COURT
DHAM, AL 35208
PH: 871-7080

TOPOGRAPHIC INFORMATION AS PER U.S.G.S. QUADRIANGLE MAP.

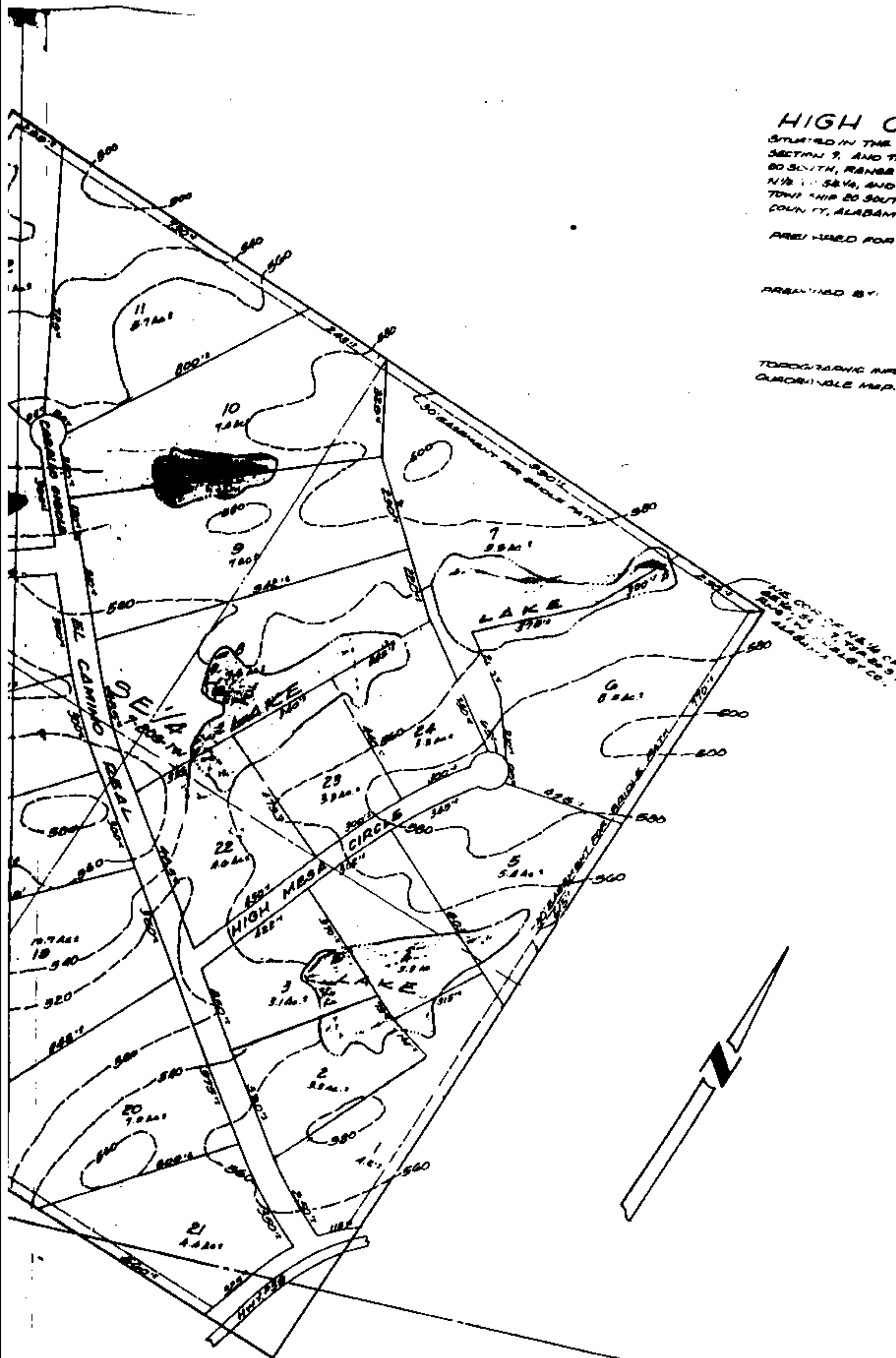


EXHIBIT "A"

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EXHIBIT "A"

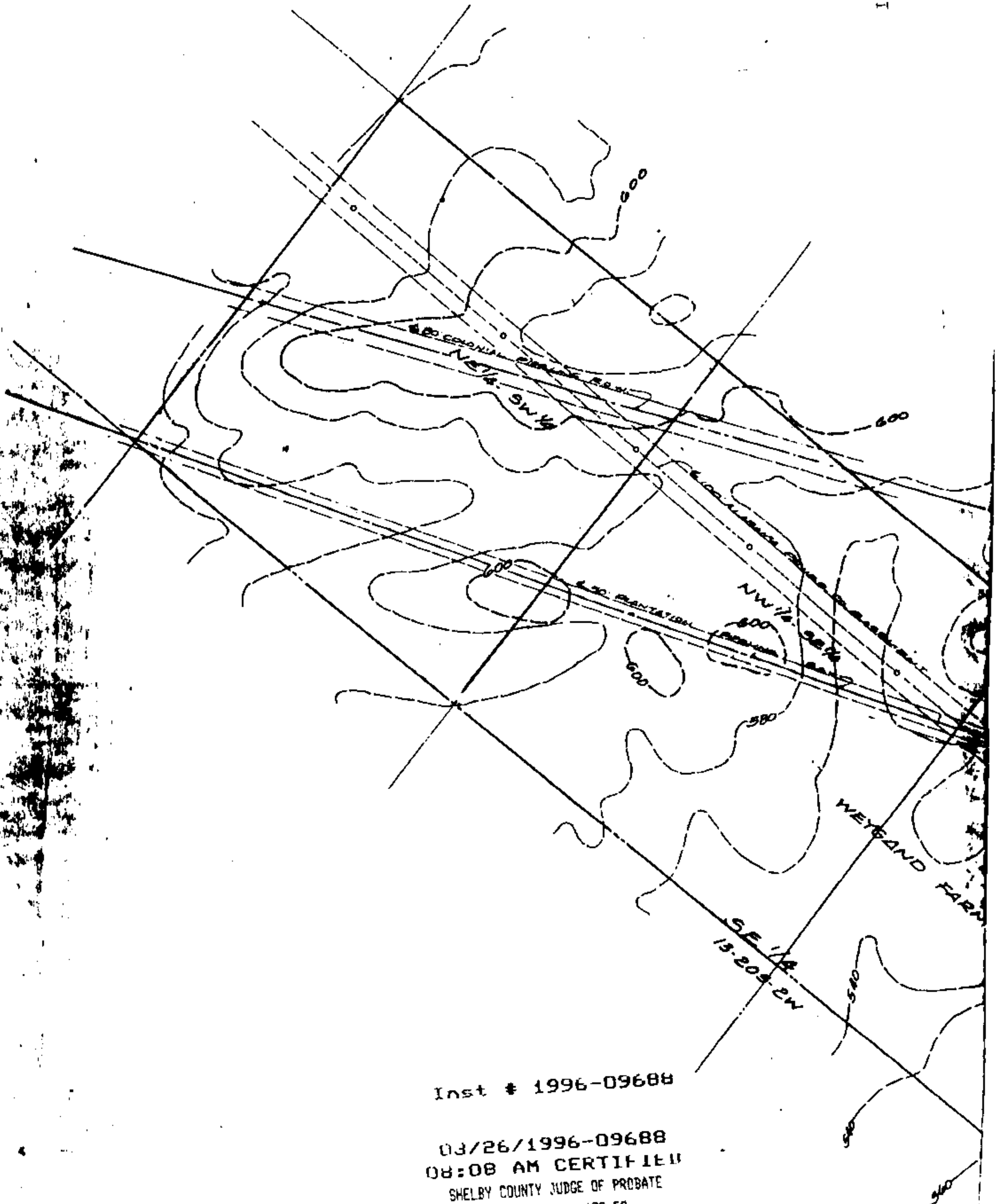
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EXHIBIT "A"

PAGE 5 OF EXHIBIT "A"

Inst # 1996-09688



Inst # 1996-09688

03/26/1996-09688
08:08 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
069 MCD 178.50