

STATE OF ALABAMA)

SHELBY COUNTY)

AMENDMENT NO. 4 AND SUPPLEMENT NO. 4
TO
DECLARATION OF PROTECTIVE COVENANTS
FOR
HIDDEN CREEK

Inst # 2000-41083

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, Coales Branch, L.L.C., an Alabama limited liability company ("Developer") is the developer of certain land in Shelby County, Alabama (herein sometimes referred to as the "Subject Property"); and

WHEREAS, Developer established certain Protective Covenants with respect to the Subject Property as recorded as Instrument No. 1998-03074 in the office of the Judge of Probate of Shelby County, Alabama ("Protective Covenants"), as amended and supplemented by Amendment No. 1 and Supplement No. 1 recorded as Instrument No. 1998-23229 in the office of the Judge of Probate of Shelby County, Alabama ("Amendment No. 1"), Amendment No. 2 and Supplement No. 2 recorded as Instrument No. 1999-01568, in the office of the Judge of Probate of Shelby County, Alabama ("Amendment No. 2"), and Amendment No. 3 and Supplement No. 3 recorded as Instrument No. 2000-08567, in the office of the Judge of Probate of Shelby County, Alabama ("Amendment No. 3"); and

WHEREAS, Developer desires to add additional land to the Protective Covenants and to amend these Protective Covenants as the Protective Covenants apply to the additional land as set forth herein.

NOW, THEREFORE, Developer does hereby declare that the additional land described in Section 1 below shall be a part of the "Subject Property" and shall hereafter be subject to the restrictions, conditions, exceptions, liens and protective covenants as set forth in the Protective Covenants, and that the Protective Covenants shall be amended as set forth in Section 2 below.

Section 1. Addition to the Subject Property. The land described on Exhibit "A" attached hereto is hereby added to the "Subject Property" and is subject to the restrictions, conditions, exceptions, liens and protective covenants set forth in the Protective Covenants.

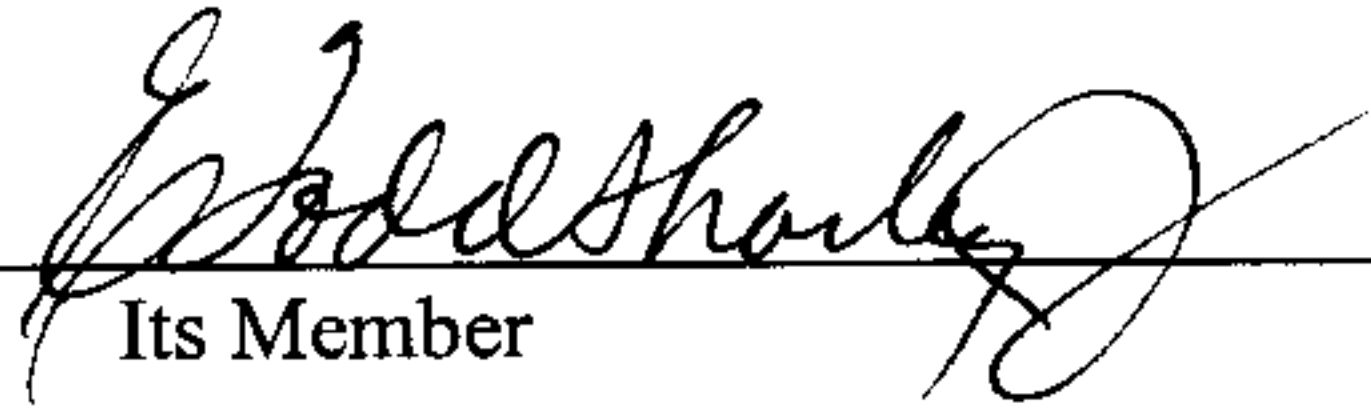
Section 2. Provision Regarding Section 6.3. Section 6.3 of the Protective Covenants, as amended by Amendment No. 1, applies to the additional land added to the "Subject Property" pursuant to Section 1 hereof.

11/29/2000-41083
03:33 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 MMB 35.00

Section 3. Effect of Supplement and Amendment. Except as supplemented and amended by this document, the Protective Covenants, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3, shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 4 and Supplement No. 4 to Declaration of Protective Covenants has been executed by Developer effective the 15 day of NOVEMBER, 2000.

COALES BRANCH, L.L.C.,
an Alabama limited liability company

By 
Its Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that E. Todd Sharley, Jr., whose name as a Member of Coales Branch, L.L.C., an Alabama limited liability company, 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, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal the 15th day of November, 2000.


Notary Public

NOTARIAL SEAL

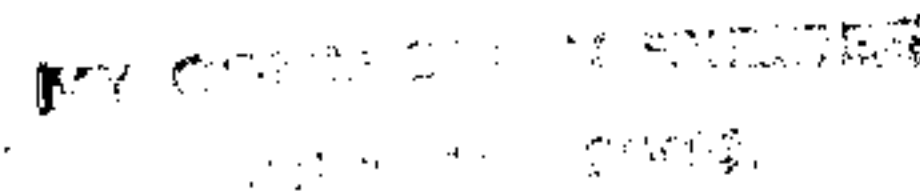
My commission expires: 5-10-03

JOINDER OF PROPERTY OWNERS

The undersigned, as owner of one lot and residence located at 150 Hidden Creek Cove, Pelham, Alabama 35124, being a portion of that certain real property described on Exhibit A hereto ("Real Property"), hereby joins in the Amendment No. 4 and Supplement No. 4 to the Declaration of Protective Covenants for Hidden Creek for the purpose of subjecting all of that portion of the Real Property owned by the undersigned to the restrictions, conditions, exceptions, liens and protective covenants set forth in the Protective Covenants, as amended.

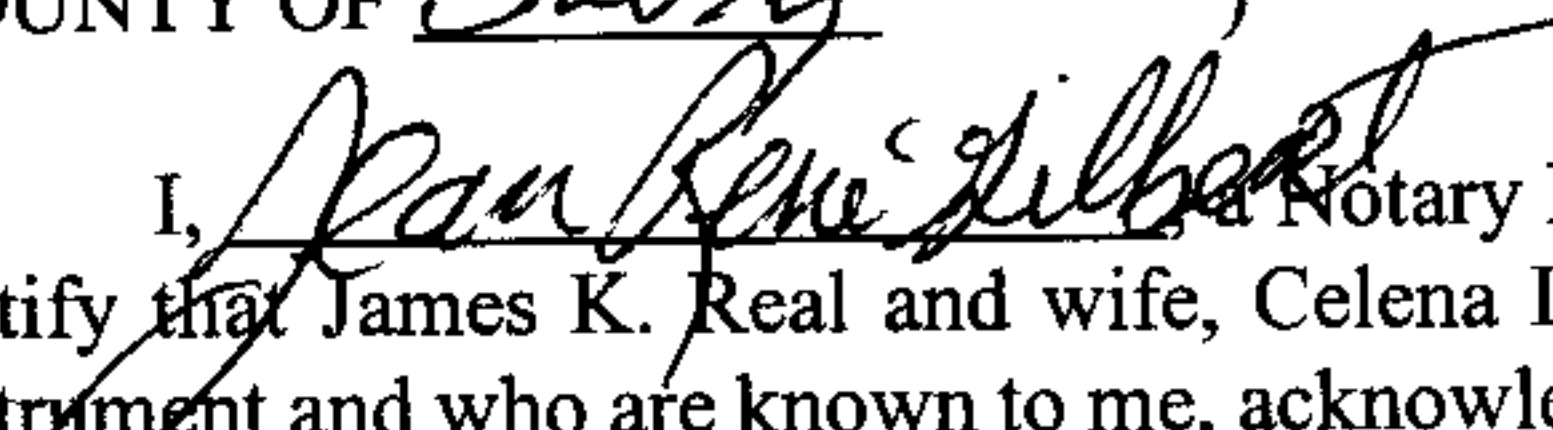

James K. Real


Celena L. Real



STATE OF ALABAMA)

COUNTY OF Shelby)

I,  a Notary Public in and for said County in said State, hereby certify that James K. Real and wife, Celena L. Real, 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 the instrument, they executed the same voluntarily.

Given under my hand this the 28th day of November, 2000.


Notary Public

[Notarial Seal]

My commission expires: 10/16/03

JOINDER OF PROPERTY OWNERS

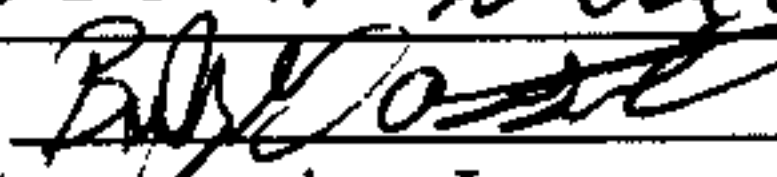
The undersigned, as owner of a portion of that certain real property described on Exhibit A hereto, ("Real Property") hereby joins in the Amendment No. 4 and Supplement No. 4 to the Declaration of Protective Covenants for Hidden Creek for the purpose of subjecting all of that portion of the Real Property owned by the undersigned to the restrictions, conditions, exceptions, liens and protective covenants set forth in the Protective Covenants, as amended.

Build All Construction, Inc.

By 
Its 

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, , a Notary Public in and for said County in said State, hereby certify that , whose name as President of Build All Construction, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 16th day of November, 2000.


Notary Public

[Notarial Seal]

My commission expires: June 6, 2003 MY COMMISSION EXPIRES

JOINDER OF PROPERTY OWNERS

The undersigned, as owner of a portion of that certain real property described on Exhibit A hereto, ("Real Property") hereby joins in the Amendment No. 4 and Supplement No. 4 to the Declaration of Protective Covenants for Hidden Creek for the purpose of subjecting all of that portion of the Real Property owned by the undersigned to the restrictions, conditions, exceptions, liens and protective covenants set forth in the Protective Covenants, as amended.

R. Wilkins Construction Inc.

By *Reginald Wilkins*
Its *President*

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, *Jean Rene Gilbert*, a Notary Public in and for said County in said State, hereby certify that *Reginald Wilkins*, whose name as *President* of R. Wilkins Construction Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the *16th* day of November, 2000.

Jean Rene Gilbert
Notary Public

[Notarial Seal]

My commission expires: *June 16, 2003*

JOINDER OF PROPERTY OWNERS

The undersigned, as owner of a portion of that certain real property described on Exhibit A hereto, ("Real Property") hereby joins in the Amendment No. 4 and Supplement No. 4 to the Declaration of Protective Covenants for Hidden Creek for the purpose of subjecting all of that portion of the Real Property owned by the undersigned to the restrictions, conditions, exceptions, liens and protective covenants set forth in the Protective Covenants, as amended.

Joe Rose Homebuilders, Inc.

By Joe Rose Pres.
Its _____

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Jean Rene Gilbert, a Notary Public in and for said County in said State, hereby certify that Joe Rose, whose name as Owner of Joe Rose Homebuilders, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 28th day of November, 2000.

Jean Rene Gilbert
Notary Public

[Notarial Seal]

My commission expires: 6/16/03

EXHIBIT A

PARCEL 1

Part of the South 1/2 of the Southeast 1/4 of Section 13 and part of the Northwest 1/4 of the Northeast 1/4 of Section 24 both in Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being the locally accepted Southwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 13, run in a Southerly direction along the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 24, for a distance of 680.28 feet; thence turn an angle to the left of $90^{\circ}54'52''$ and run in an Easterly direction for a distance of 41.68 feet; thence turn an angle to the left of $75^{\circ}54'48''$ and run in a Northeasterly direction for a distance of 2.51 feet to a point of beginning of a curve, said curve being concave in a Southeasterly direction and having a central angle of $50^{\circ}46'21''$ and a radius of 134.74 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 119.40 feet to the point of ending of said curve; thence run in a Northeasterly direction along line tangent to the end of said curve for a distance of 247.29 feet to an existing iron rebar; thence turn an angle to the right of $25^{\circ}08'27''$ and run in an Easterly direction for a distance of 784.64 feet to an existing iron rebar being on the West right of way line of Interstate 65 Highway being on a curve, said curve being concave in an Easterly direction and having a central angle of $1^{\circ}38'40''$ and a radius of 5854.58 feet; thence turn an angle to the left ($85^{\circ}28'05''$ to the chord of said curve) and run in a Northerly direction along the West right of way line of said Interstate 65 Highway and along the arc of said curve for a distance of 168.02 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left ($9^{\circ}41'36''$ from the chord of last mentioned curve) and run in a Northwesterly direction for a distance of 104.06 feet to an existing iron rebar set by Laurence D. Weygand and being on the West right of way line of Interstate 65 Highway and being on a curve, said curve being concave in an Easterly direction and having a central angle of $10^{\circ}59'24''$ and a radius of 5874.46 feet; thence turn angle to the right ($17^{\circ}00'31''$ to the chord of said curve) and run in a Northerly direction along the arc of said curve and along the West right of way line of said Interstate 65 Highway for a distance of 1126.79 feet to an existing concrete right of way monument; thence turn an angle to the right of $16^{\circ}59'$ from the chord of last mentioned curve and run in a Northeasterly direction along the West right of way line of said Interstate 65 Highway for a distance of

83.24 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $117^{\circ}20'06''$ and run in a Westerly direction for a distance of 66.95 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $91^{\circ}25'16''$ and run in a Southerly direction for a distance of 28.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $103^{\circ}32'45''$ and run in a Northwesterly direction for a measured distance of 648.43 feet to an existing iron rebar set by Laurence D. Weygand being in the centerline of an existing creek; thence run in a Southeasterly; Southerly and Southwesterly direction meandering along the centerline of said creek for a distance of 1600 feet, more or less, to a point on the South line of the Southwest 1/4 of the Southeast 1/4 of said Section 13; thence turn an angle to the right and run in a Westerly direction along the South line of said Southwest 1/4 of Southeast 1/4 of said Section 13 for a distance of 68.52 feet, more or less, to the point of beginning.

PARCEL 2

A tract of land situated in Section 24, Township 20 South, Range 3 West, Shelby County, Alabama and more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 24; thence run in a Southerly direction along the West line of said 1/4 section, a distance of 566 feet to the point of beginning in the center of Coales Branch; thence continue in a Southerly direction along said West line a distance of 115 feet; thence an angle left of $90^{\circ}54'52''$ and run in an Easterly direction along the South line of the Gene McLain Property a distance of 41.68 feet; thence an angle right of $104^{\circ}05'12''$ and run in a Southwesterly direction a distance of 362.79 feet to the beginning of a curve to the right, said curve having a radius of 289.62 feet and subtending a central angle of $21^{\circ}24'$; thence run in a Southwesterly direction along the arc of said curve a distance of 108.17 feet; thence on tangent to curve, continue in a Southwesterly direction a distance of 346.91 feet to the beginning of a curve to the right, said curve having a radius of 327.26 feet and subtending a central angle of $18^{\circ}48'$; thence run in a Southwesterly direction along the arc of said curve a distance of 107.38 feet; thence on tangent to curve continue in a Southwesterly direction a distance of 426.81 feet to the beginning of a curve to the left, said curve having a radius of 126.96 feet and subtending a central angle of $31^{\circ}23'16''$; thence run in a Southwesterly direction along the arc of said curve a distance of 69.55 feet to a point on the Northeasterly right of way line of Shelby County Highway No. 52; thence right and run in a Northwesterly direction along said right of way line a distance of 240 feet, more or less, to the center of Coales Branch; thence run in a Northeasterly direction along the centerline of and meanderings of Coales Branch as shown by traverse a distance of 2097 feet, more or less, to the point of beginning.

PARCEL 3

All that part of the South half of the Southeast quarter of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, lying West of the West right of way of Interstate 65, North of that property conveyed by Geraldine P. McLain to Coales Branch, L.L.C. by Instrument #1999-01566 and lying East of the centerline of Coales Branch.

I. LESS AND EXCEPT:

Except any portion lying within Lot A, according to the map of Colonial Pipeline Company's North Addition to Pelham Station, as recorded in Map Book 26, Page 78 in the Office of the Judge of Probate of Shelby County, Alabama.

II. PRIOR COVERED LAND: A portion of the land described as Parcel 1 and Parcel 2 of this Exhibit A previously was added to the Protective Covenants by Amendment No. 2 and Amendment No. 3 ("Prior Covered Land"). This Amendment No. 4 is inapplicable to the Prior Covered Land. The Protective Covenants, as amended and supplemented by Amendment No. 2 and Amendment No. 3, shall continue to be applicable to the Prior Covered Land.

Inst # 2000-41083

11/29/2000-41083
03:33 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 HMB 35.00