

STATE OF ALABAMA)
SHELBY COUNTY)

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE
COVENANTS FOR HIGH RIDGE LAKE**

KNOW ALL MEN BY THESE PRESENTS: That;

WHEREAS, The Declaration of Restrictive Covenants for High Ridge Lake (the Original Covenants) were heretofore filed on December 5, 1997 in the Office of the Judge of Probate of Shelby County, Alabama in Instrument # 1997-39702; and,

WHEREAS, Randall H. Goggans has become the successor to the Developer and has given a mortgage on his interest in the Property (except for Tract 7 which has previously been sold to Claude A. Smeraglia and Traci A. Smeraglia (collectively, Smeraglia)) to John C. Hearn (Mortgagee); and,

WHEREAS, Randall H. Goggans as the Successor Developer, desires to amend the Original Covenants..

NOW, THEREFORE, in consideration of the premises, Randall H. Goggans, as successor Developer does hereby amend the Original Covenants as follows:

A. The following subparagraphs in Article III of the Original Covenants are hereby amended as follows:

1. To subparagraph (k) is added the following sentence; " Wood shingles are allowed on Structures".

2. Subparagraph (n) is hereby deleted in its entirety and the following inserted in its place: NEW ARTICLE III (n): When the construction of any building is once begun, work thereon must be prosecuted as diligently and continuously as is reasonably possible.

B. The following changes are hereby made to Article IV of the Original Covenants:

1. In sub-sub-sub paragraph (d) (2) (C) on the third line after the word "any" appears the number 6. The number 6 is hereby deleted.

2. In the sixth line from the end of subparagraph (f) appears "(or bona fide mortgage)". The foregoing is hereby changed to read "(or bona fide mortgagee).

3. To the end of subparagraph (f) shall be added the following sentence: "A Lis Pendens shall be filed with the Probate Court of Shelby County in conjunction with any such suit."

C. The following change is hereby made to Article V of the Original Covenants:

1. Sub-sub-sub-sub-paragraph (a) (1) (A) (i) is hereby deleted in its entirety and in its place, the following is hereby inserted: NEW PARAGRAPH ARTICLE V, (a) (1) (A) (i): " A non-exclusive, perpetual easement, thirty feet in width, running with the land for vehicular and pedestrian ingress and egress and for utilities and drainage over, across, above and under (as necessary) that portion of the CREST ROAD which is not located on Tract 1 to Tracts 1,2,3,4 & 5 for the Owners thereof, their heirs, successors and assigns, however, the beneficial right to use such easement are appurtenant to Tracts 1,2,3,4 and 5 and may not be severed therefrom nor shall such easement benefit any real property other than Tracts 1,2,3,4 and 5. Such grant and that

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portion of the CREST ROAD located on Tract 1 are subject to any presently existing rights or privileges of others to use the CREST ROAD. The Successor Developer hereby specifically reserves unto himself and/or the Mortgagee, exclusive of the Association and any Tract Owner, the right to prosecute and defend (at the sole cost of the Successor Developer) that certain condemnation action presently pending in the Probate Court of Shelby County, Alabama styled Dan R. Travis et. al. versus Randall H. Goggans et. al. under case number 39-191 together with any monetary award resulting from such action.

2. Article V, paragraph (a) (1) (B) is hereby deleted in its entirety and in its place, the following is hereby inserted: NEW PARAGRAPH ARTICLE V, (a) (1) (B): "MAINTENANCE. After the Developer Maintenance Period (as herein after defined) has expired, that portion of the CREST ROAD east of the east line of Tract 1 and the gate thereon shall be equally maintained by the Owners of Tracts 1,2,3,4 & 5 through the Association.

D. The sentence "Roofs shall be architectural style asphalt shingle or cedar shake" is hereby deleted from ARTICLE VI,(c) (1).

E. The following changes are hereby made to ARTICLE VIII of the Original Covenants:

1. To the end of subparagraph (e) shall be added the following sentence " The responsibilities contained in this paragraph VIII (e) shall be borne by the Tract Owner whose construction has caused the damage set forth herein.

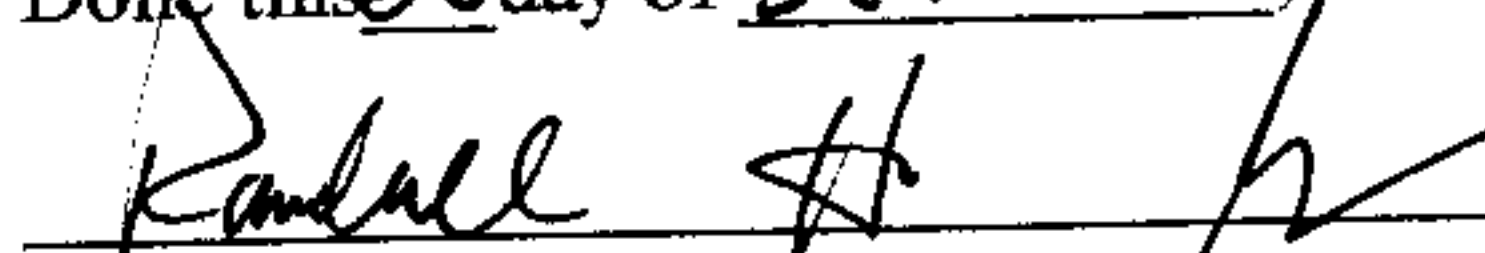
2. The word "Roads" appearing in subparagraph (j) is hereby deleted and in its place inserted the word "Roadways".


3. To the end of subparagraph (n) shall be added the following sentence: " At the time that the Successor Developer has sold all of the Tracts within the Property, he shall have no further rights with respect to the Property or the Association, or this Declaration


4. Subparagraph (r) is hereby deleted in its entirety and is of no further force and effect.


Randall H. Goggans, as Successor Developer and as President of the High Ridge Lake Homeowners Association, Inc, John C. Hearn, as Mortgagee, Claude A. Smeraglia and Traci A. Smeraglia as the Tract 7 Owners and Union State Bank, Smeraglia's mortgagee have executed this First Amendment in order to indicate their consent to this First Amendment.

Done this 20 day of SEP, 2000.



Randall H. Goggans


John C. Hearn


Claude A. Smeraglia


Traci A. Smeraglia

Union State Bank

By: 
Its: Pres.

STATE OF HAWAII)
HONOLULU COUNTY)

I, the undersigned, a Notary Public for the State of Hawaii at Large do hereby certify that John C. Hearn, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of Sept. 18, 2000.

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Marylin Apuya Marylin Apuya
Notary Public, First Judicial Circuit, State of
My Commission Exp. 1/20/02 Hawaii

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that Randall H. Goggans, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20 day of March, ²⁰⁰¹2000.

[Signature]
Notary Public
My Commission Exp. 3.1.02

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that Claude A. Smeraglia and wife Traci A. Smeraglia whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me this day that, being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21 day of September, 2000.

[Signature]
Notary Public
My Commission Exp. 3.1.02

STATE OF ALABAMA)

Jefferson COUNTY)

CORPORATION ACKNOWLEDGMENT

I, Don V. Anderson, a Notary Public in and for said County in said State, hereby certify that Ray V. Anderson, whose name as President of Union State Bank, a corporation is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal this 21 day of March, 2001, 2000.

[Signature]
Notary Public

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