

STATE OF ALABAMA)
COUNTY OF SHELBY)

20040430000226530 Pg 1/28 92.00
Shelby Cnty Judge of Probate, AL
04/30/2004 12:36:00 FILED/CERTIFIED

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

FOR

**HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION
TENTH SECTOR, PHASE II**

THIS DECLARATION OF PROTECTIVE COVENANTS (hereinafter referred to as the "Declaration") is made as of this 25 day of FEBRUARY, 2004 by **HIGHLAND LAKES DEVELOPMENT, LTD.**, an Alabama limited partnership (hereinafter referred to as the "Developer"), and **HIGHLAND LAKES RESIDENTIAL ASSOCIATION, INC.**, an Alabama nonprofit corporation (hereinafter referred to as the "Association"), which declares that the real property hereinafter described and defined as Highland Lakes Tenth Sector, Phase II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth (sometimes hereinafter referred to as the "Protective Covenants").

WHEREAS, the Developer is presently the owner of all of the real property described in the Plat of Highland Lakes Subdivision of the Tenth Sector, Phase II, as recorded in the Office

1.2 **Architectural Standards.** The term "Architectural Standards" shall mean the standards prepared, issued and amended from time to time by the ARC pursuant to Section 5.5 below for the purpose of reviewing and approving all exterior improvements, landscaping and any other Improvements which may be made to any Lot or Dwelling.

1.3 **Assessment.** The term "Assessment" shall mean the assessments described in Article VII hereof.

1.4 **Association.** The term "Association" shall mean Highland Lakes Residential Association, Inc., an Alabama nonprofit corporation created under the Master Covenants (herein defined).

1.5 **Certificate of Compliance.** The term "Certificate of Compliance" shall mean and refer to the certificate issued by the Association pursuant to Section 5.15 hereof as prima facie evidence that a Dwelling or other Improvements are in compliance with this Declaration.

1.6 **Common Areas.** The term "Common Areas" shall mean and refer to the Common Areas defined in Section 1.7 of the Master Covenants as the same may be amended from time to time hereafter.

1.7 **Declaration.** The term "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Tenth Sector, Phase II, and all amendments thereto.

1.8 **Developer.** The term "Developer" shall mean Highland Lakes Development, Ltd., an Alabama limited partnership, its successors and assigns, if such successors or assigns acquire any portion of the Property and/or the Development and are designated as successor developer by Developer.

1.15 **Living Space.** The term "Living Space" shall mean and refer to the enclosed and covered areas within a Dwelling which are heated and cooled by heating, ventilating and air conditioning equipment, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.

1.16 **Lot.** The term "Lot" shall mean and refer to any unimproved portion of the Property upon which it is intended that a Dwelling be constructed thereon. Each lot indicated in the subdivision plat for any portion of the Property shall be deemed a Lot for purposes of this Declaration. A parcel of land shall be deemed unimproved and thus considered to be Lot rather than a Dwelling, until the Improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon such completion, such Lot and the Improvements thereon shall collectively be considered to be a Dwelling for purposes of this Declaration. In the event any Lot is resubdivided by Developer pursuant to the provisions of Section 2.5 hereof, the resubdivided Lots shall constitute the number of Lots which remain after such division or combination of Lots.

1.17 **Master Covenants.** The term "Master Covenants" shall mean and refer to the Declaration of Easements and Master Protective Covenants for Highland Lakes, recorded as Instrument Number 1994-07111 in the Probate Office of Shelby County, Alabama, as amended by the documents recorded as Instrument Number 1996-17543 and Instrument Number 1999-31095 in said office, and as the same may be amended from time to time.

1.18 **Mortgage.** The term "Mortgage," with an initial capital letter, shall mean and refer to any mortgage, deed of trust or other security device encumbering a Lot or Dwelling or any interest therein and which shall have been duly and properly recorded in the Probate Office of Shelby County, Alabama.

<

dimensions of

in accordance

effective immediately

Improvements, unless the plans and specifications for the same have been submitted to and approved by the ARC in accordance with the terms and provisions of this Section 5.6.

(b) The ARC is hereby authorized and empowered to approve all plans and specifications and the construction of all Dwellings and other Improvements on any Lot or Dwelling within the Property. Prior to the commencement of any Dwelling or other Improvements on any Lot or Dwelling, the Owner thereof shall submit to the ARC plans and specifications and related data for all such Improvements, which shall include the following (hereinafter collectively referred to as the "Plans and Specifications"):

(i) Three (3) copies of an accurately drawn and dimensioned site development plan indicating the location of any and all Improvements, including, specifically, the Dwelling to be constructed on said Lot, the location of all driveways, walkways, decks, terraces, patios and outbuildings and the relationship of the same to any set-back requirements applicable to the Lot or Dwelling. The site plan shall reflect the location of the proposed Improvements as such location relates to the recommended Dwelling site as reflected on the Record Map, or otherwise.

(ii) Three (3) copies of a foundation plan, floor plans and exterior elevation drawings of the front, back and sides of the Dwelling to be constructed on the Lot.

(iii) Three (3) copies of written specifications and, if requested by the ARC, samples indicating the nature, color, type, shape, height and location of all exterior materials to be used in the construction of the Dwelling on such Lot or any other Improvements thereto, including, without limitation, the type and color of all brick, stone, stucco, roofing and other materials to be utilized on the exterior of a Dwelling and the color of paint or stain to be used on all doors, shutters, trim work, eaves and cornices on the exterior of such Dwelling.

(iv) Four (4) copies of

(d)

