


Plat of The Village at Highland
Lakes, Sector One recorded in the
Office of the Judge of Probate of Shelby
County, Alabama in map Book 36,
Pages 95A, 95B, 95C,
95D and 95E

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR THE VILLAGE AT HIGHLAND LAKES,
A RESIDENTIAL SUBDIVISION,
SECTOR ONE**


20060712000335740 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
07/12/2006 02:05:57PM FILED/CERT

This Amendment to the Declaration of Protective Covenants (hereinafter referred to as the "Amendment") is made and entered into as of this 24th day of May, 2006, by The Village at Highland Lakes, Inc., an Alabama corporation (hereinafter referred to as the "Developer"), and Highland Village Residential Association, Inc., an Alabama non-profit corporation (hereinafter referred to as the "Association").

RECITALS:

WHEREAS, on April 21, 2006, the Developer and the Association filed the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Sector One (the "Declaration") in the Office of the Judge of Probate of Shelby County, Alabama, which is recorded as Instrument No. 20060421000186670 in said office; capitalized terms, if not otherwise defined herein, shall have the meanings attributable to them in the Declaration;

WHEREAS, the Developer reserved the right to amend the Declaration in certain respects without obtaining the approval of any Owner or Mortgagee so long as there is any Lot without a Dwelling constructed thereon within the Property and so long as the amendment proposed by the Developer does not materially and adversely alter or change any Owner's rights to the use and enjoyment of a Lot or Dwelling, or materially or adversely affect the title of any Owner or Institutional Mortgagee; and

WHEREAS, Developer is the Owner of substantially all of the Lots within the Property subject to the Declaration, a substantial number of which have no Dwelling constructed thereon;

WHEREAS, Section 8.4 of the Declaration provides that amendments to Section 5.10 of the Declaration shall not be effective unless the amendment is consented to in writing by the Association;

WHEREAS, the Declaration as currently filed with the Office of the Judge of Probate of Shelby County, Alabama, has an error that the Developer desires to correct for the record, and Developer believes that amending the Declaration to correct the error will not adversely affect any Owner's right to the use and enjoyment of a Lot or Dwelling or adversely affect the title of any Owner or Institutional Mortgagee; and

WHEREAS, the Developer and the Association desire to execute and file this Amendment for record in the Office of the Judge of Probate of Shelby County, Alabama, to correct the error in Section 5.10(b) of the Declaration;

AMENDMENT:

NOW, THEREFORE, THESE PREMISES CONSIDERED, the Developer hereby declares, states and certifies that the Declaration is amended pursuant to the provisions of Section 8.2 thereof that the Declaration is hereby amended to delete Section 5.10(b) in its entirety therefrom, and to substitute in lieu thereof the following:

5.10(b) Neither the ARC and its individual members, nor the Association and its members, nor the Developer and its shareholders, officers, directors, agents and employees, shall be liable to any Owner or Occupant or the successors, assigns, licensees, lessees, employees and agents of any Owner or Occupant for loss or damage on account of injuries to any Lot or parcel of the Property, to any of the buildings, Improvements, Dwellings or other structures now or hereafter located upon any Lot or parcel of the Property, or on account of any past or future injuries to any Owner, Occupant or any other person in or upon any Lot of parcel of the Property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation, underground mines, sinkholes, radon gas, limestone formations, or other geological formations or conditions) under or on the Property.

Developer hereby declares that the provisions of the Declaration as hereby amended shall run with the land and shall be binding upon, and shall inure to the benefit of the Property subject to the Declaration and all parties having or acquiring any right, title or interest in and to said Property or any part thereof and their successors in interest.

The Association has joined in the execution of this Amendment to evidence its written consent to the amendment of Section 5.10 of the Declaration as herein set forth in accordance with the requirements of, and does hereby authorize the filing of this Amendment with the Office of the Judge of Probate of Shelby County, Alabama.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the 24th day of May, 2006.

THE VILLAGE AT HIGHLAND LAKES,
INC.

By: 

Douglas D. Eddleman, President

HIGHLAND VILLAGE RESIDENTIAL
ASSOCIATION, INC.

By: 

Douglas D. Eddleman, President



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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Douglas D. Eddleman, whose name as President of The Village at Highland Lakes, Inc., an Alabama corporation, is signed to the foregoing amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing amendment, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 24th day of May, 2006.

Donna D. Raney
Notary Public

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 1, 2006
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 Douglas D. Eddleman whose name as President of Highland Village Residential Association, Inc., an Alabama corporation, is signed to the foregoing amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing amendment, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 24th day of May, 2006.

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