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Shelby Cnty Judge of Probate, AL
04/11/2003 12:20:00 FILED/CERTIFIED

THE STATE OF ALABAMA)
SHELBY COUNTY)

DECLARATION OF PROTECTIVE COVENANTS
FOR

20070111000016540 1/59 \$185.00
Shelby Cnty Judge of Probate, AL
01/11/2007 10:08:28AM FILED/CERT

HEATHERWOOD HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION OF PROTECTIVE COVENANTS (the "Declaration") is made as of this 11 day of April, 2003, by Heatherwood Homeowners Association, Inc., an Alabama non-profit corporation (the "Declarant").

WHEREAS, Declarant, with the written consent of Parcel Owners within Sectors 1, 2, 3, 4, 5, 6, 7, 8, 9 and additions/phases of Heatherwood, desires to impose and engraft the within Declaration of Protective Covenants on the real property described in Exhibit "A" (the "Subject Property") for the mutual benefit of the Parcels and the Parcel Owners thereof; and,

WHEREAS, Declarant does hereby acknowledge and agree that in order to impose and engraft the within Protective Covenants the Parcel Owners must consent in writing to be bound thereby by executing the Approval and Consent to Be Bound by Restrictive Covenants in the form attached hereto as Exhibit "B" and expressly incorporated herein by reference.

NOW, THEREFORE, Declarant does hereby declare that the Subject Property with the written consent of Parcel Owners shall hereafter be subject to the following restrictions, conditions, exceptions, liens, and protective covenants, to-wit:

ARTICLE I

DEFINITIONS

1.1 Association: The Heatherwood Homeowners Association, Inc., its successors and assigns.

1.2 Association Land: That part of the Subject Property which may at any time hereafter be encumbered by and subject to the within Protective Covenants for so long as the Association or successor thereof may be the owner thereof.

1.3 Board: The Board of Directors of the Association.

1.4 By-Laws: The duly enacted By-Laws of the Association.

1.5 Common Areas: Those portions of the Subject Property which are conveyed to the Association within Sectors 1, 2, 3, 4, 5, 6, 7, 8, 9, and additions/phases of Heatherwood or otherwise defined or designated as Common Areas pursuant to Article IV of this Declaration.

I certify this to be a true and
correct copy Patricia Yeager Trumeister
1-11-07
Probate Judge
Shelby County

1.6 Declaration: This Declaration of Covenants, Conditions and Restrictions of Heatherwood, which shall be recorded in the Probate Office of Shelby County, Alabama, as the same may from time to time be supplemented or amended in the manner described herein.

1.7 Entranceway Improvements: Any improvements which might be made with respect to any entranceway into the Subject Property, which shall include any entrance walls, monument signs and landscaping that might be constructed or installed by the Association.

1.8 Heatherwood Property: The real property described in this Declaration together with such other real property which may be acquired by future Parcel Owners and designated by the Association to be a part of Heatherwood. The Association, however, reserves the right, at its election and in its sole discretion, to amend this Declaration to add other Parcel Owners who desire their lots to be subject and encumbered by the within Protective Covenants, including all subdivided portions thereof, as a part of Heatherwood.

1.9 Member: A person or other legal entity who is a record owner of fee simple title to any portion of the Subject Property.

1.10 Parcel: Any unit, lot, part or parcel of the Subject Property designed for a residence and platted of record, regardless of whether a dwelling has or has not been constructed thereon.

1.11 Parcel Owner: The owner or owners of record title to any Parcel.

1.12 Resident: Any person or other legal entity occupying a Parcel.

1.13 Subject Property: The real property within all the sectors and additions/phases of Heatherwood together with any other real property which may be subjected to this Declaration by the Association and the Parcel Owners.

ARTICLE II

ARCHITECTURAL COMMITTEE; ARCHITECTURAL CONTROL

2.1 Architectural Committee: The Architectural Committee (herein the "Architectural Committee") shall be composed of a minimum of three (3) individuals designated and redesignated from time to time by the Board of Directors of the Association. Conceptually, this committee is to maintain a residential community of high esteem and quality homes in a delightful recreation-oriented environment.

2.2 Approval Required: Before commencing the placement, construction or alteration of any improvements upon any parcel or any other portion of the Subject Property, including but not limited to dwellings, garages, auxiliary structures, parking areas, fencing, landscaping, antennas, or satellite dishes exceeding 18" diameter, (a) plans and specifications for any such improvements showing all exterior materials and colors thereof, and including, when applicable, all exterior elevations, schedule of proposed materials, landscaping, and such other detail and information as the Architectural Committee might require within the scope of the criteria and guidelines set forth on Exhibit "C," attached hereto, and (b) the builder or contractor selected to perform such construction or alteration, must first be submitted to and approved by the Architectural Committee, which approval shall not be unreasonably withheld or denied.

THE SCOPE OF REVIEW BY THE ARCHITECTURAL COMMITTEE IS LIMITED TO APPEARANCE ONLY AND DOES NOT INCLUDE ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER SIMILAR OR DISSIMILAR FACTORS.

THE HEATHERWOOD PROPERTY MAY OR MAY NOT BE LOCATED IN AN AREA THAT INCLUDES UNDERGROUND MINES, TUNNELS, SINKHOLES, AND SUBSURFACE CONDITIONS THAT MAY OR MAY NOT AFFECT A PARCEL AND/OR ANY IMPROVEMENTS LOCATED THEREON. IT SHALL BE THE SOLE RESPONSIBILITY OF EACH PARCEL OWNER TO DETERMINE THE SUITABILITY AND ADEQUACY OF THE SURFACE AND THE SUBSURFACE CONDITIONS OF THE PARCEL. THE ASSOCIATION AND THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE OR INJURY SUFFERED OR INCURRED BY A PARCEL OWNER OR ANY OTHER PERSON AS A RESULT OF SURFACE OR SUBSURFACE CONDITIONS AFFECTING A PARCEL OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, ANY SURFACE OR SUBSURFACE DRAINAGE OR UNDERGROUND MINES, TUNNELS, SINKHOLES OR OTHER CONDITIONS OR TYPES OF GROUND SUBSIDENCE OCCURRING ON OR UNDER ANY PARCEL.

2.3 Application Process:

A. No improvements shall be erected, placed, altered, maintained or permitted on the Subject Property until plans and specifications showing plot layout and all exterior elevations, with exterior materials and colors; therefore, signs and landscaping, irrigation and drainage plans shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be submitted in writing over the signature of any Parcel Owner or his, her or its authorized agent, and shall specify for which part of such plans and specifications approval is sought.

B. In any case in which the Architectural Committee shall disapprove any plans and specifications or shall approve same only as modified or upon specified conditions, such disapproval or

qualified approval shall be accompanied by a statement of the grounds upon which such action is based. In any such event, the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval. Upon approval by the Architectural Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Committee.

C. If the Architectural Committee fails either to approve or to disapprove such plans and specifications within thirty (30) business days after the same have been submitted in writing to it, or fails to include in any disapproval the statement required in subparagraph (B) above, by written notice to the applicant, it shall be conclusively presumed that the Architectural Committee has approved said plans and specifications, subject, however, to the covenants contained herein.

D. In considering the requests for approval of the plans and specifications and related items described herein, the Architectural Committee shall use reasonable discretion in granting or denying any application based on the criteria and guidelines set forth on Exhibit "C" attached hereto.

2.4 Inspection Rights: Any agent of the Association or the Architectural Committee may at any reasonable time, with notification to the Parcel Owner, enter upon and inspect any Parcel and any improvements thereon for the purpose of ascertaining whether the maintenance of such Parcel and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither the Association nor the Architectural Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Any such inspection shall be for the sole purpose of determining compliance with this Declaration, and neither the making of any such inspection nor the failure to make any such inspection, shall be relied upon by the Parcel Owner or any third persons or entities for any purpose whatsoever; nor shall any such inspection obligate the Association or the Architectural Committee to take any particular action based on the inspection.

2.5 Waiver of Liability: Neither the Architectural Committee nor any architect nor agent thereof, nor the Association, nor any agent or employee of the foregoing, shall be responsible in any way for any failure of structures to comply with requirements of this Declaration, although a certificate of compliance has been issued, nor for any defects in any plans and specifications submitted, revised or approved in accordance with such plans and specifications, and all persons relying thereon or benefitting therefrom agree not to sue or claim against the entities and persons referred to in this Section 2.5 for any cause arising out

of the matters referred to in this Section 2.5 and further agree to and do hereby release said entities and persons from any and every such cause.

2.6 Delegation by Architectural Committee: The rights, duties and functions of the Architectural Committee may be delegated to the Association at any time by the written consent and declaration of all of the members of the Architectural Committee. Upon such delegation, the rights, duties and functions of the Architectural Committee shall become those of, and shall be enforceable by, the Association.

ARTICLE III

GENERAL RESTRICTIONS

3.1 Permitted Uses: The Subject Property may be improved, maintained and occupied only for single-family detached residential purposes together with such associated and ancillary uses as are customarily appurtenant thereto.

3.2 Proscribed Uses:

A. No operation or use shall be permitted or maintained within any Parcel which causes or produces any of the following effects discernible within any other portion of the Subject Property except during the period of construction of improvements thereon:

1. Noise or sound that is unusual and inappropriate for the development proposed and to be constructed upon the Subject Property and is objectionable because of its volume, duration, intermittent beat, frequency, or shrillness;

2. Noxious, toxic, or corrosive fumes or gases;

3. Obnoxious odors;

4. Dust, dirt or fly ash; or

5. Unusual fire or explosive hazards.

B. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Parcel, except that dogs and/or cats and other household pets may be kept on each Parcel provided they are not kept, bred or maintained for any commercial purpose, subject to appropriate zoning ordinances.

1. No household pets which make loud noises or which in any other manner unreasonably interfere with the quiet and peaceful enjoyment of the other Parcel Owners or occupants thereof shall be permitted to be kept on any Parcel.

C. No fencing shall be constructed or altered on any Parcel until the Architectural Committee has approved the location, materials, plans, specifications, and color. No fence wall (above the grade of the Parcel), or hedge may be installed in front of a residence on any Parcel or adjacent to the Heatherwood Country Club golf course, including fairways, tees, or greens, and along the shore line of any lakes. No construction of any kind shall be permitted within 25 feet of any Parcel or property line adjacent to the golf course without the express written consent of the Architectural Committee. Walls and fences on any Parcel must be approved in writing prior to installation by the Architectural Committee.

D. No outdoor clothes lines shall be permitted on any Parcel.

E. No trash, garbage or other refuse shall be dumped, stored or accumulated on any Parcel or Common Area. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction of a dwelling on such Parcel, or with approval of or by the Fire Department having jurisdiction of the Subject Property.

F. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon the surface of any Parcel, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the surface of any Parcel. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any Parcel.

G. Except pursuant to construction activities under a valid building or grading permit, no open burning shall be permitted on any Parcel or any other part of the Heatherwood Property, except as provided in paragraph E above, and outdoor fireplaces, grills, and chimneys may be used provided they are to be constructed and equipped with fire screens so as to prevent the discharge of any ashes, embers, or other particulate matter, and in compliance with local, state and federal laws.

H. All building debris, stumps, trees, etc. must be removed from each Parcel by builder as often as necessary to keep the house and Parcel attractive. Such debris shall not be dumped in any area of the Heatherwood Property.

I. Any dwelling or other structure of a temporary character, trailer, basement, tent or shack shall not be used at any time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the exterior of the dwelling is

completed and a certificate, or other satisfactory evidence of completion is issued by the Architectural Committee and a certificate of occupancy is issued by the appropriate governmental authority.

J. When the construction of any dwelling is once begun, work thereon must be prosecuted diligently and continuously and the dwelling on such Parcel must be completed within twelve (12) months; except, however, the time for completion shall be extended in the event of strikes, lockouts, inclement weather, or acts of God.

3.3 Keep Parcel in Repair; Liens: Except as provided in Section 5.3, each Parcel Owner shall keep all Parcels owned by him, her or it, and all improvements therein, thereon or appurtenant thereto, in good order and repair, including the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the reasonable opinion of the Association, any Parcel Owner fails to perform the duties imposed by the preceding sentence after thirty (30) days written notice from the Association to the Parcel Owner to remedy the condition in question, the Association shall have the right, through its agents, to enter upon the Parcel in question (or upon the improvements which may be appurtenant thereto) and to repair, maintain, repaint and restore the Parcel or such improvements and the costs thereof, to the extent that such costs are reasonable, shall be a binding, personal obligation of such Parcel Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Parcel in question.

3.4 Priority of Lien: The lien provided in Section 3.3 hereof shall not be valid as against a bona fide Purchaser (or bona fide mortgagee) of the Parcel in question unless a notice of said lien shall have been recorded in the Office of the Judge of Probate of Shelby County, Alabama, prior to the recordation in said office of the deed (or mortgage) conveying the Parcel in question to such purchaser (or subjecting the same to such mortgage).

3.5 Signs: No signs, billboards, posters or other advertising matter or displays of any kind shall be permitted anywhere in Heatherwood except as provided herein. The Architectural Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs, billboards or posters. No signs shall be nailed to trees, for any reason, except for signs used for marketing a Parcel for sale. All builders' and contractors' signs are to be removed from the lot after the house has been completed.

3.6 Subdivided Parcels: The general covenants, restrictions and easements herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed. In the event of conflict, the most restrictive provision of such laws, rules, regulations, deeds or the general covenants, restrictions, and easements shall be taken to govern and control.

3.7 No boat, boat trailer, house trailer, camper or similar equipment or vehicle shall be parked or stored on any road, street, driveway, yard or lot located in Heatherwood for any period of time in excess of 24 hours except in garages. Also, no unkept or otherwise unattractive vehicle or piece of equipment may be parked or stored on any road, street, driveway, yard or Parcel except in garages.

3.8 Parking Restrictions: The parking of automobiles or other such vehicles shall not be permitted within the right-of-way of any street within the Subject Property except during such times as the number of guests or visitors of the occupants of the Parcel are such that the parking areas created on the Parcel are not of sufficient size to accommodate the automobiles of the guests or visitors. During such occasions, such automobiles or other vehicles shall not in any manner block the flow of traffic or block access to driveways serving any of the other Parcels.

3.9 Mailboxes: Each Parcel Owner shall maintain a mailbox of a standard design and quality approved by the Architectural Committee based on the criteria and guidelines set forth on Exhibit "C" attached hereto.

3.10 Garage Doors: All garage doors shall be maintained in a good and operable condition and shall remain closed at all times except when entering or exiting the garage.

3.11 Outside air conditioning units may not be located in the front yard or within any side yard adjacent to any street or corner Parcels. Utility meters shall not be located on the front of a dwelling (unless required by any applicable governmental authority) and shall not be visible from any street or road. All outside air conditioning must have appropriate landscaping so as not to be visible from any public street and shall screen units and utility meters, unless otherwise approved by the Architectural Committee.

3.12 All single family residences or other authorized Structures shall comply with the following minimum setback requirements. Request for variance for these items will be presented to the Architectural Committee only if aforesaid requirements cannot be met because of the topography of a particular Subject Parcel. No resident structure shall be constructed closer than:

(a) Setbacks in First Sector, First Sector-First Addition, Second Sector, and Third Sector:

35 feet to the front street line, except along Heatherwood Drive, which shall be 50 feet, and special setbacks on cul-de-sacs as shown on recorded plats.

15 feet to any side lot line,

25 feet to any rear lot line, and

50 feet to the spillway elevation of the lakes

(b) Setbacks for First Sector-Second Addition, Fourth Sector-Third Addition, Eighth Sector, Ninth Sector, and Ninth Sector-Phase One:

Minimum front line setbacks as shown on the recorded map;

Side-line setback on each side to be 15% of the lot at the building, except that not more than 25 feet shall be required;

35 feet to any rear lot line; and

50 feet from the shoreline of any lake; shoreline shall be defined as that point at which the water meets the shore when the water is at the spillway elevation of the lake.

(c) Setbacks for Fourth Sector, Fourth Sector-First Addition, and Fourth Sector-Second Addition; and such other sectors of Heatherwood which may hereafter be developed:

Minimum front line setbacks as shown on recorded map;

Side-line setback on each side to be 15% of the frontage at the building line of the front of the building, except that no more than 25 feet shall be required;

35 feet to any rear lot line; and

50 feet to the spillway elevation of the lakes.

3.13 Floor Area Requirements:

(a) Requirements for First Sector, First Sector-First Addition, Second Sector, and Third Sector:

Constructed of not less than 2,100 square feet of heated and air-conditioned interior floor space, exclusive of porches, garages, and carports. One story dwelling, main level not less than 1,800 square feet and 300 square feet remainder may be placed in a basement area. One and one half story dwelling, main level not less than 1,400 square feet and remaining 700 square feet in the half story. Two story dwelling, minimum of 1,200 square feet on first and second levels.

(b) Requirements for First Sector, Second Addition:

Constructed of not less than 2,400 square feet of heated and air-conditioned interior floor space, exclusive of porches, garages and carports. One and one half story dwelling, the main level must contain a minimum of 1,600 square feet and the remaining 800 square feet in the half story. Two story dwelling, a minimum of 1,400 square feet each on first and second levels.

(c) Requirements for Fourth Sector-First Addition, and Fourth Sector-Second Addition:

Constructed of not less than 3,000 square feet of heated and air-conditioned interior floor space, exclusive of porches, garages, and carports. One and one half story dwelling, the main level must contain a minimum of 1,800 square feet and the remaining 1,200 square feet in the half story. A two story dwelling, a minimum of 1,400 square feet each on the first and second levels.

(d) Requirements for Fourth Sector-Third Addition:

Constructed of not less than 2,400 square feet of heated and air-conditioned interior floor space, exclusive of porches, garages and carports. One and one half story dwelling, the main level must contain a minimum of 1,600 square feet and the remaining 800 square feet in the half story. For a two story dwelling, 1,400 square feet each on the first and second levels.

(e) Requirements for Eighth Sector:

Constructed of not less than 2,600 square feet of heated and air-conditioned interior floor space, exclusive of porches, garages and carports. One and one half story dwelling, the main level must contain a minimum of 1,800 square feet and the

remaining 800 square feet in the half story.
For a two story dwelling, 1,400 square feet each
on the first and second levels.

(f) Requirements for Ninth Sector, and Ninth Sector-
Phase One:

Constructed of not less than 2,400 square feet of
heated and air-conditioned interior floor space,
exclusive of porches, garages and carports. One
and one half story dwelling, the main level must
contain a minimum of 1,800 square feet and the
remaining 750 square feet in the half story.
A two story dwelling must contain a minimum of
1,300 square feet each on the first and second
levels.

(g) Requirements for such other sections of the
Heatherwood Property which may hereafter be developed by United
States Steel Corporation, its successors and assigns:

Constructed of not less than 2,100 square feet of
heated and air conditioned interior floor space,
exclusive of porches, garages, and carports.

3.14 The roof pitch on any dwelling shall not be less than 9
and 12 unless first approved in writing by the Architectural
Committee. All roof vents and pipes shall be painted as near the
color of the roof as possible, and shall be located on the rear of
the dwelling and not visible from the front. No solar or other
energy collection devise or equipment shall be maintained on any
Parcel or dwelling if the same would be visible from the street.
No projections of any type shall be allowed above the roof of any
dwelling except for approved chimneys and vent stacks.

3.15 No fence, wall, tree, shrub or bush shall be erected or
planted in such a way as to prevent open and safe scope of vision
at any intersection, corner, or other adjoining of streets, or so
as to obstruct passage on a public right of way. Height of
shrubbery near intersections is not to exceed 42 inches.

3.16 The use of any watercraft propelled by gasoline motors
is prohibited on the lakes.

ARTICLE IV

SPECIAL RESTRICTIONS AFFECTING COMMON AREAS

4.1 Purpose: It shall be the intent and purpose of these
restrictions and covenants to make provision for and designate,
within the Subject Property, Common Areas to be conveyed to or

otherwise made available to the Association for use by the Parcel Owners.

4.2 IMPROVEMENTS OF COMMON AREAS: THE ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO IMPROVE THE COMMON AREA OR ANY PORTION THEREOF WITH SUCH AMENITIES AS THE ASSOCIATION, IN ITS SOLE DISCRETION, MIGHT DEEM APPROPRIATE.

4.3 Use of Common Area: The Association expressly reserves to itself, its successors and assigns, including Parcel Owners, every reasonable use and enjoyment of said Common Areas in a manner not inconsistent with the provisions of this Declaration and subject to such limitations and rules and regulations as might be promulgated by the Association.

4.4 Common Areas and Facilities; Conveyances to Association: The Association shall have the right to maintain or help maintain the Common Areas and facilities within the Subject Property which serve the Parcel Owners, including, but not limited to, Entranceway Improvements, landscaping, and like areas available to all Parcel Owners, if any, regardless of whether such Common Areas and facilities are owned by the Association, or have been conveyed to the Association as Common Areas. The Association shall have the right, but not the obligation, at such time or times as may be determined by the Association, in its sole discretion, to convey to the Association as Common Areas all or some of any Entranceway Improvements, landscaping, and other facilities and Common Areas located within Heatherwood.

4.5 Tax Assessments: All ad valorem taxes assessed against any Common Area or other property owned by the Association shall not be paid by the Association as the owner thereof.

4.6 Insurance: The Association shall be obligated to maintain a policy or policies of commercial general liability insurance with respect to any hazard, risk, peril or liability in connection with the Common Area or other real property or personal property owned by the Association.

ARTICLE V

HEATHERWOOD HOMEOWNERS ASSOCIATION, INC.

5.1 General: The structure of the Association is contained in its Articles of Incorporation and By-laws, which should be consulted for a full explanation of the rights and obligations appurtenant to membership in the Association.

5.2 All Parcel Owners are Members of the Association: Each Parcel Owner located within the Subject Property shall, by virtue of such ownership, be a Member of the Association. Membership

shall be appurtenant to and may not be separated from the ownership of any Parcel which is within the Subject Property.

5.3 Maintenance Fund; Assessments: In order to provide a fund to maintain, landscape and repair the Common Areas in a clean and orderly condition, and in general provide those services important to the development and preservation of an attractive community appearance; in order to pay such taxes or assessments with respect to the Common Area or other property of the Association and, in order to provide additional funds for such purposes as may be deemed appropriate by the Board of the Association, the Association may each year assess against each Parcel owned by a Member of the Association an annual assessment (which shall be uniform for all Parcels) equal to a specified number of dollars per Parcel. The annual assessment shall not be increased by more than 20% annually unless otherwise approved by 67% of the Parcel Owners. Said assessment may be collected periodically in quarterly installments or in one advance annual installment, or in such other manner as the Association deems appropriate. Until such time as the Association determines to provide any of the services which it has the authority to provide as set forth in this instrument or incurs expenses for such other purposes as are authorized pursuant to this instrument or otherwise by applicable statutes, there shall be no Association assessments or dues against any Parcel.

5.4 Lien: The assessments set forth in Section 5.3 hereof, together with interest thereon (at such rate as the Association might reasonably determine) and the costs of collection thereof (including reasonable attorney's fees) shall be a charge on and shall be a continuing lien (enforceable in the same manner as a mortgage, with power of sale) upon the Parcel against which each such fee, assessment or charge is made.

5.5 Subordination of Lien to Mortgages: The lien of any fee, assessment or charge on a Parcel, as authorized in this Article V, is hereby made subordinate to the lien of any bona fide mortgage on such Parcel if, but only if, all fees, assessments and charges levied against such Parcel falling due on or prior to the date such mortgage is recorded have been paid. The sale or transfer of any Parcel pursuant to a mortgage foreclosure proceeding or a proceeding in lieu of foreclosure or the sale or transfer of such Parcel pursuant to sale under power contained in a mortgage on such Parcel shall extinguish the lien for fees and assessments falling due prior to the date of such sale, transfer or foreclosure, but the Association shall have a lien on the proceeds of such sale which shall be senior to the equity of redemption of the mortgagor. The foregoing subordination shall not relieve an owner whose Parcel has been mortgaged of his personal obligation to pay all fees, assessments and charges falling due during the time when he is the owner of such Parcel. In the event of the foreclosure of any mortgage on a Parcel or a sale in lieu of foreclosure, the

purchaser shall accept the deed subject to this Declaration, and such purchaser shall be a Member of the Association and shall be responsible for payment of any fees, assessments or charges authorized by the Association; provided, however, that the Board, in its sole discretion, may at any time, either before or after the mortgaging of any Parcel, waive, relinquish, or quitclaim in whole or in part the right of the Association to fees, assessments and other charges collectible by the Association with respect to such

Parcel coming due during the period while such Parcel is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

5.6 Maintenance of Common Area: The Association shall have the obligation, authority and right, through its employees, contractors, or agents, to maintain the Common Area of each Parcel or such portions thereof as the Board shall deem appropriate, and to levy an assessment for the expense of such maintenance against the Parcels and Members as provided in Section 5.3 above. The Board shall have the right to determine the extent of the maintenance to be provided by the Association which may include the mowing of the Common Area, pruning and replacement of shrubs, trees and other plants, and watering the grass and other plants.

ARTICLE VI

EASEMENTS

6.1 Utility Easements: The Association reserves unto itself, its successors and assigns, a perpetual, assignable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over all Common Areas and such other areas as are shown and designated as easement areas on recorded plats; provided, that the Association may cut drainways for surface water wherever and whenever such action may appear to the Association to be necessary in order to maintain reasonable standards of health, safety and appearance, but no such drainways may be constructed by the Association on a Parcel after a dwelling has been constructed on such Parcel. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and maintenance, and to maintain reasonable standards of health, safety, and appearance. A licensee of the Association may exercise such rights, but this reservation shall not be considered an obligation of the Association to provide or maintain any such utility or service.

ARTICLE VII

GENERAL

7.1 Grantee's Acceptance: The grantee of any Parcel subject to this Declaration, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from Owner or a subsequent owner of such Parcel, shall accept such deed or other contract upon and subject to each and all of the restrictions, liens, easements and provisions herein contained.

7.2 Indemnity for Damages: Each and every Parcel Owner and future Parcel Owner, in accepting a deed or contract for any Parcel subject to this Declaration, agrees to indemnify the Association from and against (i) any damages caused by such Parcel Owner, or the contractor, agent, or employees of such Parcel Owner, to roads, streets, gutters, walkways, or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by the Association, or for which the Association has responsibility, at the time of such damage, and (ii) any loss, damage, claim or liability that the Association might suffer, including costs of defense and attorney's fees, arising out of any breach or violation of the provisions of this Declaration.

7.3 Severability: Each of the provisions and restrictions is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from every other one of the provisions and restrictions and of any from every combination of the provisions and restrictions in this Declaration, and the invalidity of any one or more of the provisions hereof shall in no way affect any of the other provisions or restrictions which shall remain in full force and effect.

7.4 Association's Right to Remove Portions of the Subject Property: Other provisions herein to the contrary notwithstanding, the Association shall have the right, at any time, to remove from the provisions of this Declaration, the Articles and Bylaws, any portion or portions of the Subject Property as the Association might determine, in its sole discretion. The Association shall have and does hereby reserve unto itself the power and authority to execute and effectuate, without the approval of any other persons or entities, amendments to this Declaration, the Articles and Bylaws as the Association shall deem appropriate to amend the legal description of the Subject Property and to carry out and enforce the rights reserved unto itself under this section. Any portions of the Subject Property so removed by the Association shall no longer be affected or encumbered in any manner by the provisions of this Declaration, the Articles or the Bylaws.

7.5 Captions: The captions preceding the various sections, paragraphs and subparagraphs of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

7.6 Effect of Violation on Mortgage Lien: No violation of any provision of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Subject Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to this Declaration as fully as any other owner or any portion of the Subject Property.

7.7 No Reverter: No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

7.8 Duration and Amendment: The restrictions and provisions contained in this Declaration shall run with the land and bind the Subject Property, shall inure to the benefit of and shall be enforceable by the Association, the Architectural Committee, and any Parcel Owner, their respective legal representatives, heirs, successors and assigns until the 31st day of December in the year 2024, after which time said restrictions and provisions shall be automatically extended for successive periods of ten years. Except as provided elsewhere in this Declaration, this Declaration may not be amended in any respect (except with regard to the addition of other property) except by the execution of an instrument signed by not less than 75% of the Parcel Owners, which instrument shall be filed for record in the Probate Office of Shelby County, Alabama. After December 31, 2024, this Declaration may be amended and/or terminated in its entirety by an instrument signed by not less than 55% of the Parcel Owners which instrument shall be filed for record in the Probate Office of Shelby County, Alabama.

7.9 Enforcement: In the event of a violation or breach of any provision of this Declaration or any amendments hereto by any owner, resident, or employee, agent, or lessee of such owner or resident, the Parcel Owners, the Association, their successors and assigns, or any other party to whose benefit this Declaration inures shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions and provisions, to sue for and recover damages or other dues, or to take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to

be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

Damages shall not be deemed adequate compensation for any breach or violation of any provisions hereof, but any person or entity entitled to enforce any provision hereof shall be entitled

specifically to injunctive relief, as well as any other available relief, either at law or in equity.

7.10 Certificate of Violation: In addition to any other rights or remedies available to the Association hereunder or at law or equity, the Association shall have the right to file in the Probate Office of Shelby County, Alabama, a Certificate or Notice of Violation of this Declaration (which violation shall include, without limitation, nonpayment of the fees, assessment or charges, or failure to comply with architectural guidelines) upon failure of a Parcel Owner to correct a violation of this Declaration within ten (10) days after written notice of the violation has been given by the Association to the Parcel Owner.

7.11 Interpretation by Association: The Association shall have the right to construe and interpret the provisions of this Declaration, and in absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefitted or bound by the provisions hereof.

7.12 Assignment by Association: The Association shall be empowered to assign its rights hereunder and its properties to any successor nonprofit membership corporation (herein referred to as the "Successor Corporation") and, upon such assignment the Successor Corporation shall have all the rights and be subject to all the duties of the Association hereunder.

7.13 No Waiver: The failure of any party entitled to enforce any of the provisions of this Declaration shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto; provided, however, that approval of plans pursuant to Article II shall be binding on any and all parties as a conclusive determination that such plans are in conformity with this Declaration.



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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the undersigned has duly executed this Declaration as of the date first above written.

ATTEST:

HEATHERWOOD HOMEOWNERS ASSOCIATION,
INC.

BY: Margaret B. Johnson
Its: Vice President

BY: Janet H. Sizemore
Its: President

THE STATE OF ALABAMA
Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Janet H. Sizemore, whose name as President of Heatherwood Homeowners Association, Inc., an Alabama non-profit 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, 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 seal of office this 11th day of April, 2003.

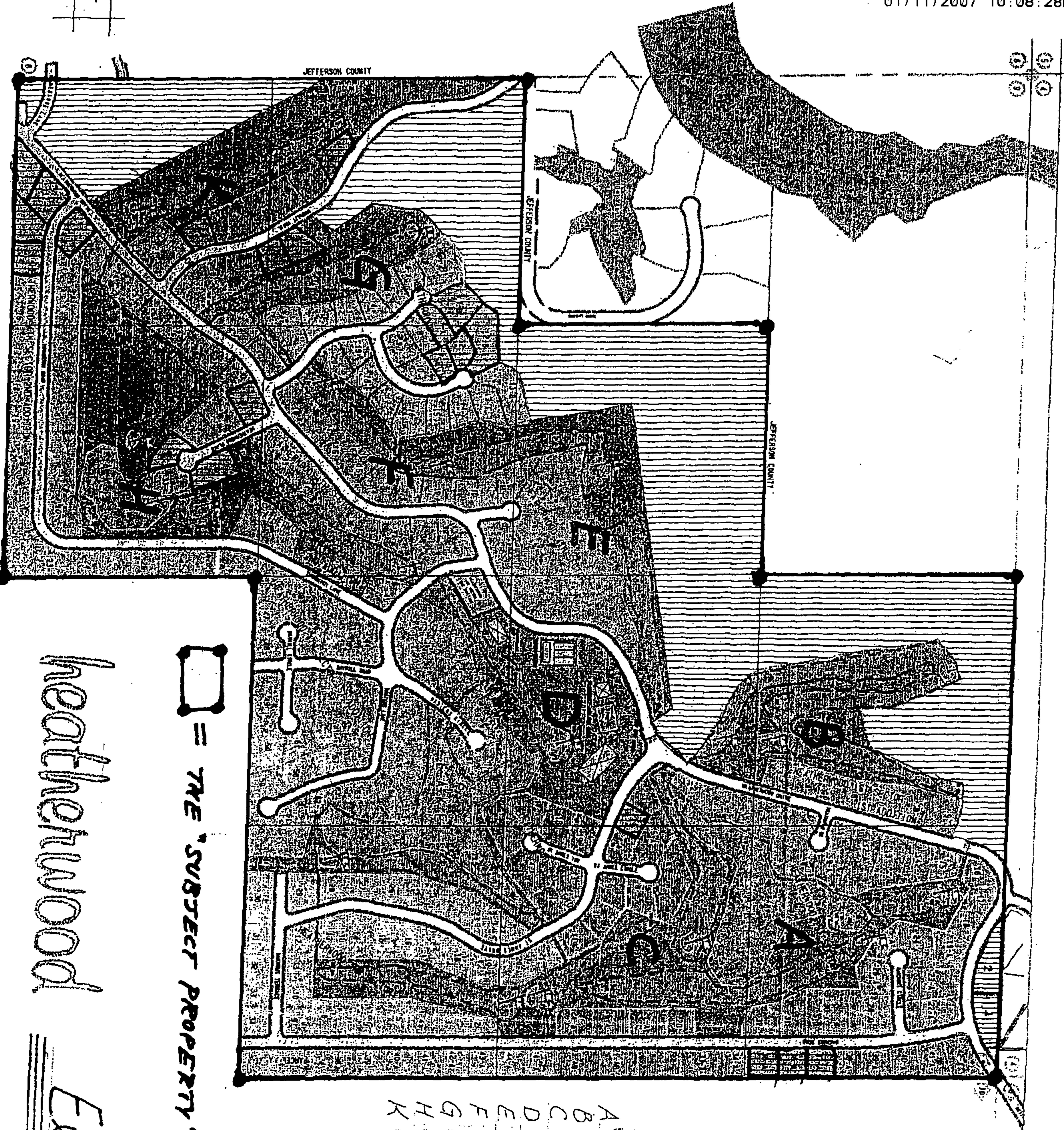
William Patrick Harkins
NOTARY PUBLIC
My Commission Expires: 6-9-2004

12020205512E

SECTION 9 TOWNSHIP 19 SOUTH RANGE 2 WEST
SHELBY COUNTY ALABAMA



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Shelby Cnty Judge of Probate, AL
01/11/2007 10:08:28AM FILED/CERT



 = THE "SUBJECT PROPERTY"

- A = NE 1/4 of NE 1/4
- B = NW 1/4 of NE 1/4
- C = SE 1/4 of NE 1/4
- D = SW 1/4 of NE 1/4
- E = SE 1/4 of NW 1/4
- F = NE 1/4 of NW 1/4
- G = NW 1/4 of SW 1/4
- H = SE 1/4 of SW 1/4
- K = SW 1/4 of SW 1/4



Leathernwood

EXHIBIT "A"

EXHIBIT "B"


20070111000016540 20/59 \$185.00
Shelby Cnty Judge of Probate, AL
01/11/2007 10:08:28AM FILED/CERT

THE STATE OF ALABAMA
SHELBY COUNTY

APPROVAL AND CONSENT TO BE BOUND
BY RESTRICTIVE COVENANTS

THIS AGREEMENT, made and entered into on this 11th day of April, 2003, by Heatherwood Homeowners Association, Inc., a corporation ("Heatherwood") and the undersigned, who are the owners of lots within the Heatherwood Subdivision in Shelby County, Alabama.

WITNESSETH:

WHEREAS, revised restrictive covenants (the "Revised Restrictive Covenants") have been prepared and presented to the owners of lots within the Heatherwood Subdivision; and,

WHEREAS, the undersigned lot owners deem it to be in their best interest and the best interest of their respective residential lots within the Heatherwood Subdivision to approve, consent to, and be bound by all of the terms, provisions, covenants, and agreements set out in the Revised Restrictive Covenants; and,

WHEREAS, the Revised Restrictive Covenants have been submitted to the undersigned Heatherwood lot owners, a copy of which Restrictive Covenants is expressly incorporated herein by reference and designated Exhibit "A;" and,

WHEREAS, the Revised Restrictive Covenants will be recorded in the Shelby County Probate Office at such time as seventy-five percent (75%) of the lots have been subjected to the Revised Restrictive Covenants by the owners thereof.

NOW, THEREFORE, in consideration of the premises and other

good and valuable consideration in hand paid to Heatherwood and the undersigned, the receipt, adequacy, and sufficiency whereof are hereby mutually acknowledged, Heatherwood and the undersigned do hereby approve, consent to and shall be bound by all of the covenants, terms, and provisions set out in the Revised Restrictive Covenants at such time as seventy-five percent (75%) of the lots have been subjected to the Revised Restrictive Covenants and the Revised Restrictive Covenants have been filed for record in said probate office.

At such time as the Revised Restrictive Covenants are filed for record in said probate office, the lots within the Heatherwood Subdivision shall be subject to the Revised Restrictive Covenants to the same extent as if the Revised Restrictive Covenants were on record in said probate office at the time the undersigned acquired their respective lots.

The within agreement shall be filed for record in said probate office simultaneously with the filing of the Revised Restrictive Covenants.

IN WITNESS WHEREOF, the undersigned have set their hands and seals hereunto on the day and year first above written.

ATTEST:

HEATHERWOOD HOMEOWNERS ASSOCIATION,
INC.

BY: Margaret B. Johnson
Its: ~~Secretary~~ Vice-President

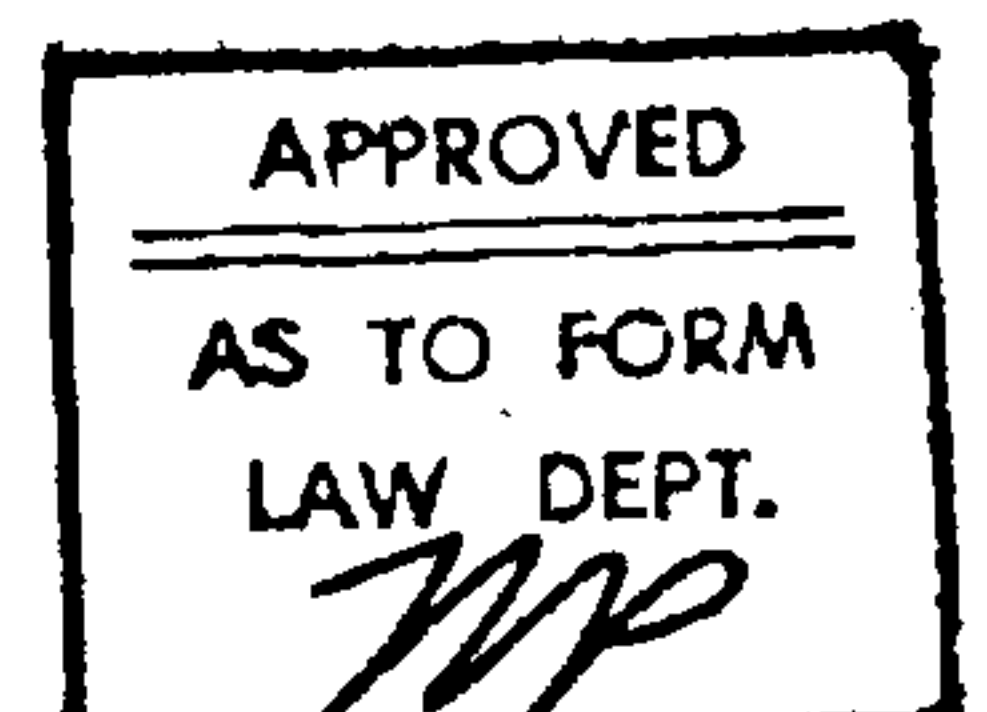
BY: John H. Johnson (SEAL)
Its: President

ATTEST: Michael W. Porter
BY: Assistant Secretary

UNITED STATES STEEL CORPORATION
BY: John H. Johnson (SEAL)
Title: Manager-Commercial Development & Sales

Owner Lot # _____ Sector # _____



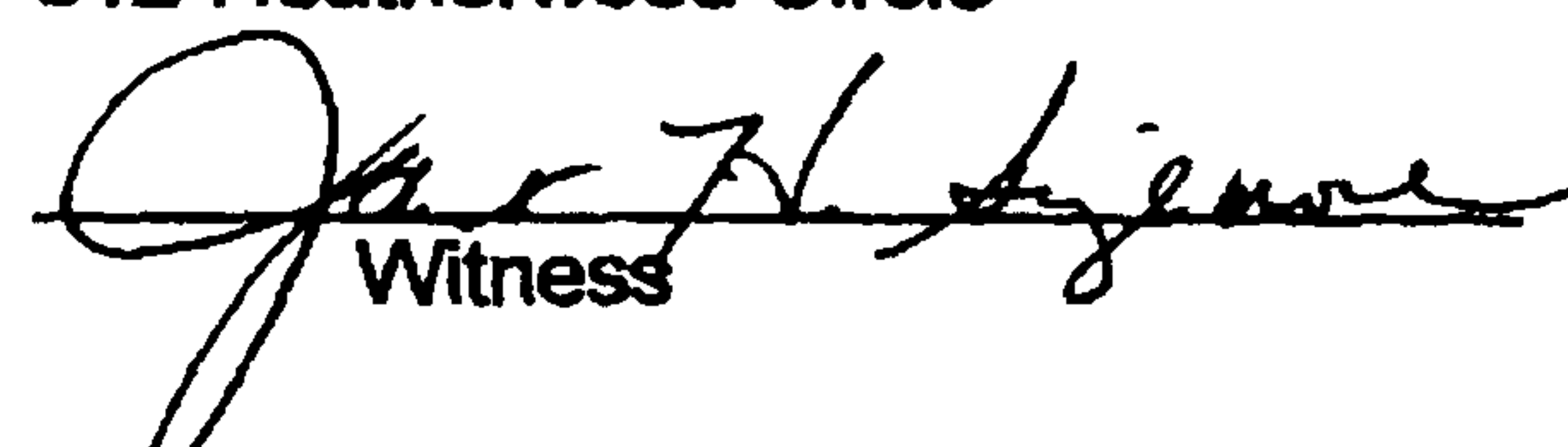
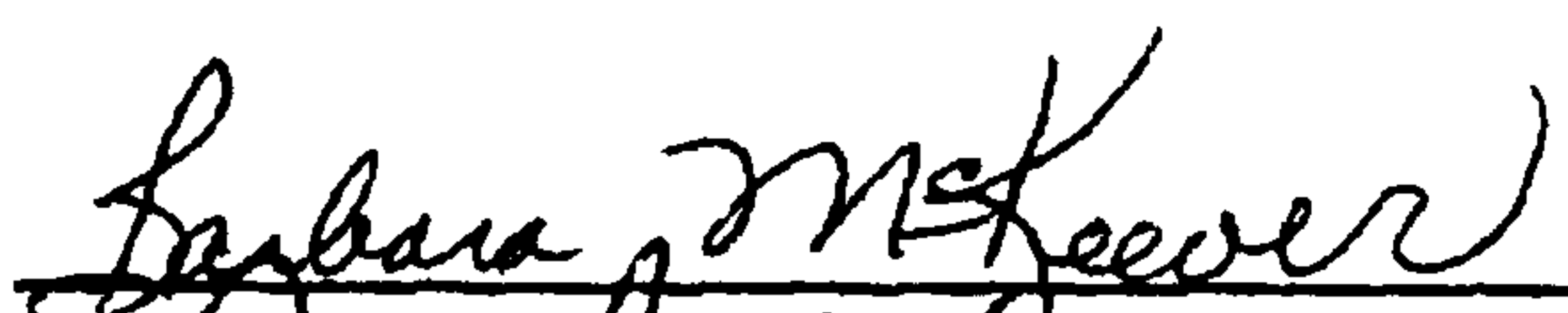

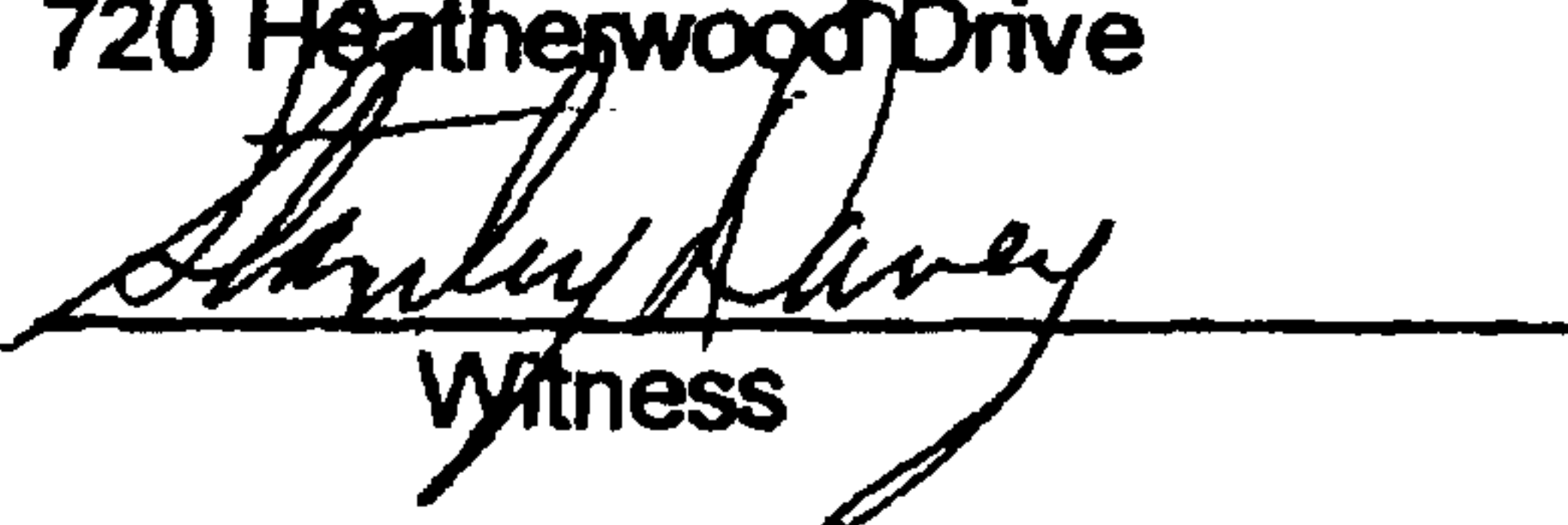
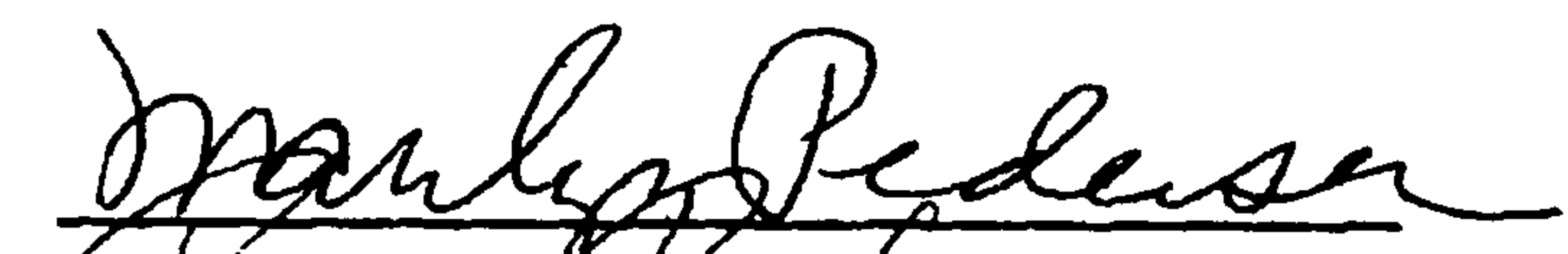

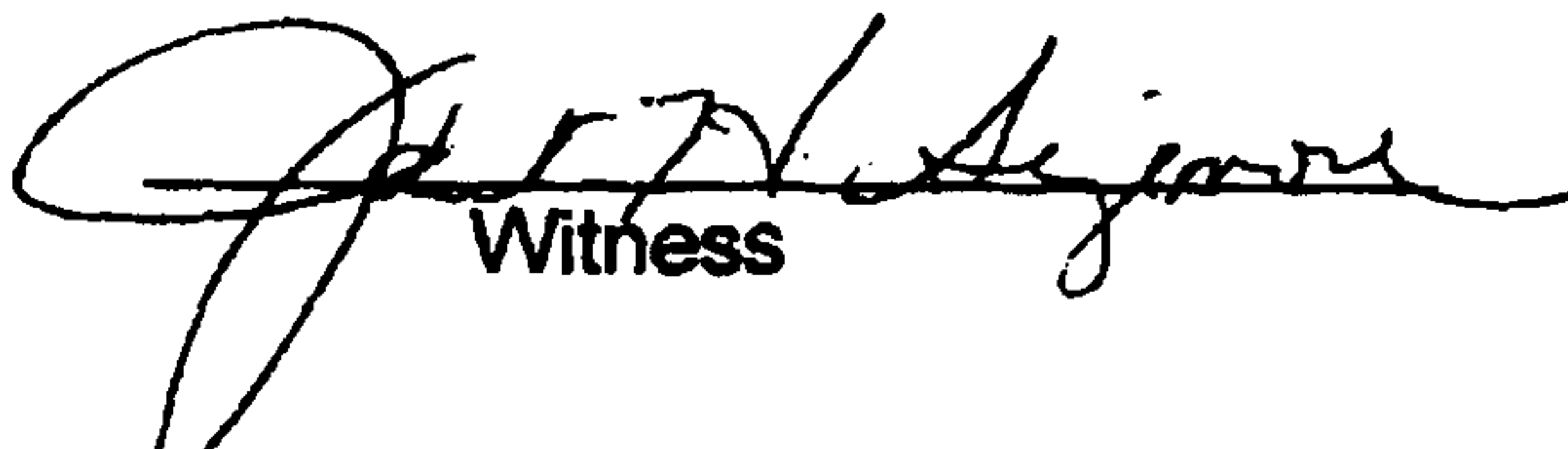


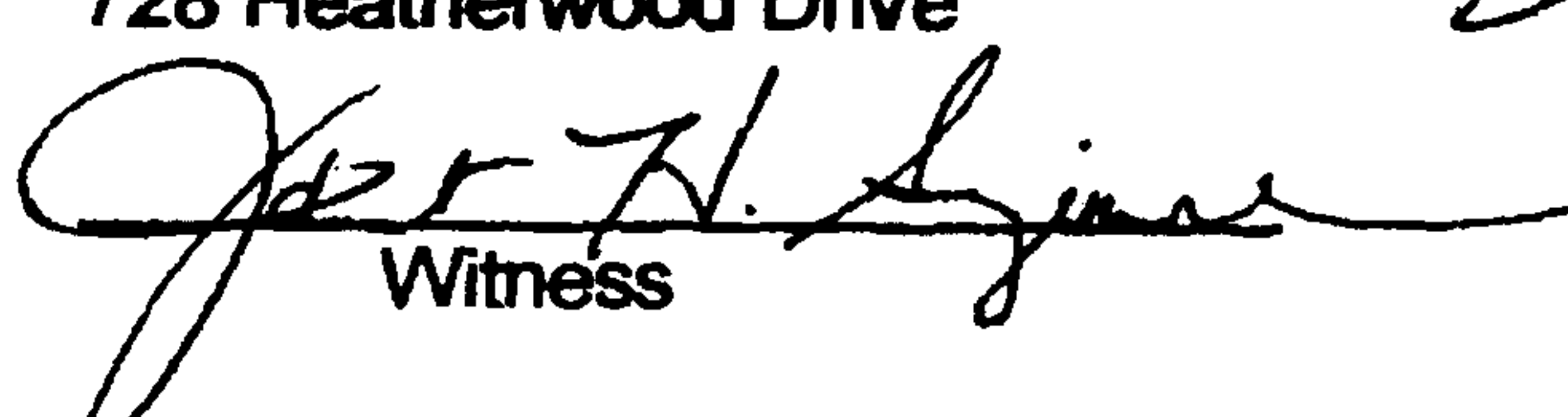


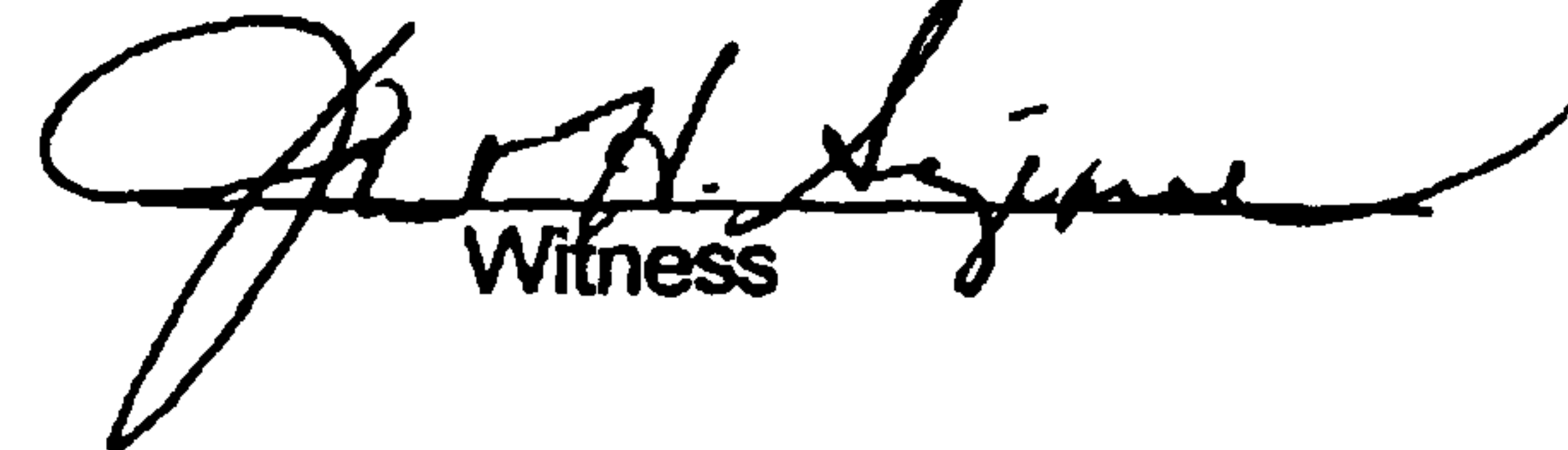


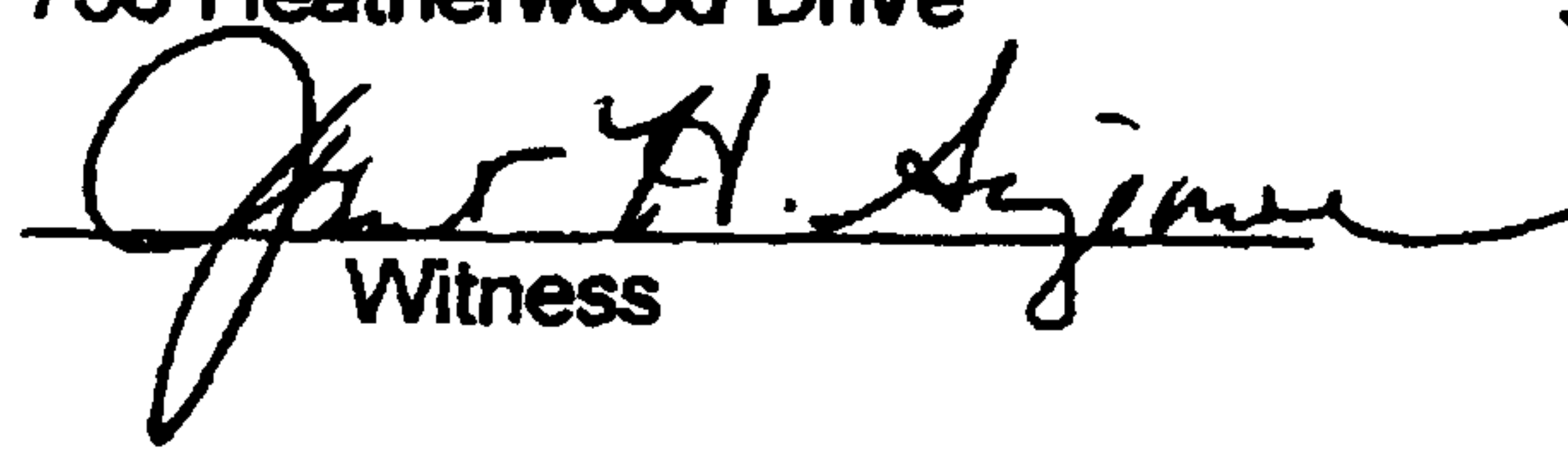
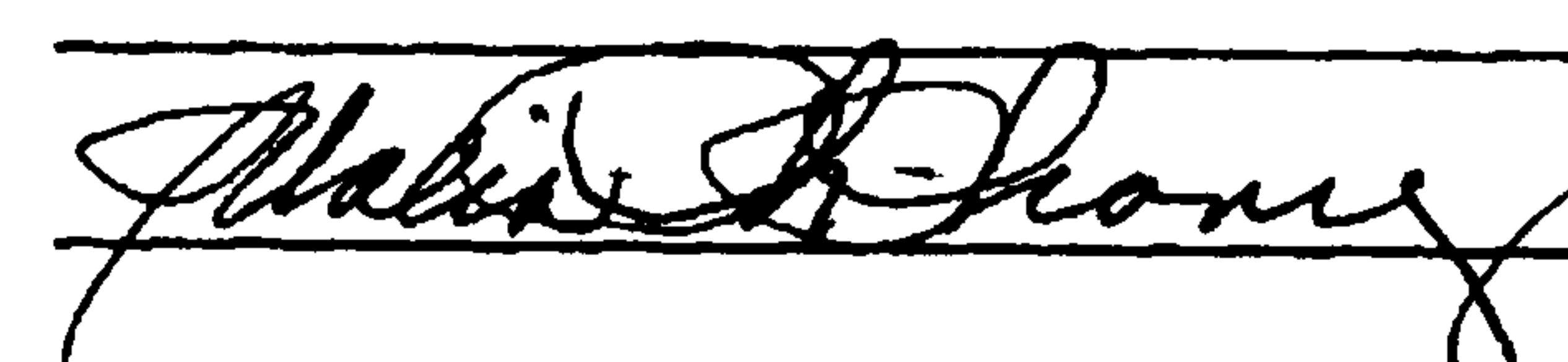

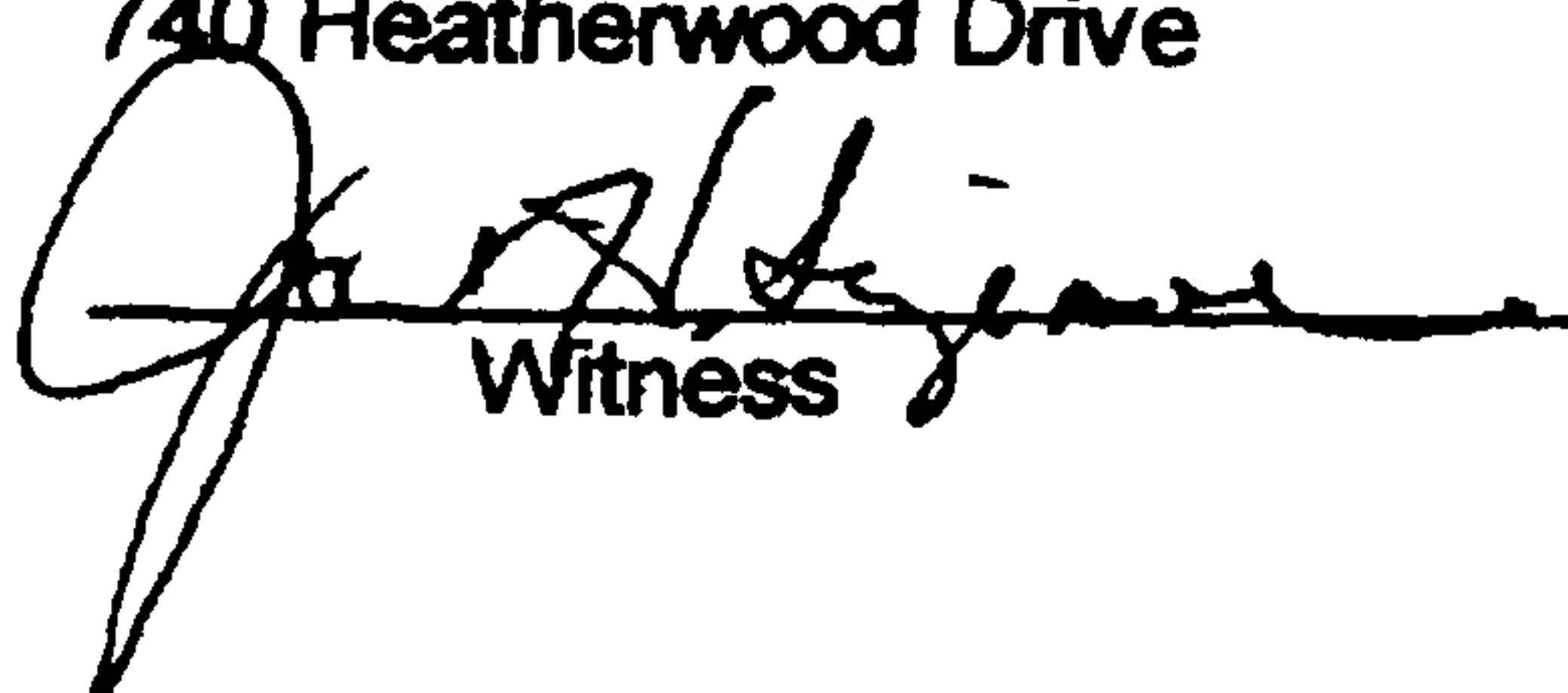
(See Exhibit A for list of lots and undeveloped land subjected hereto)



HEATHERWOOD HOMEOWNERS ASSOCIATION

SECTOR ONE

<u>LOT #</u>	<u>NAME/ADDRESS</u>	<u>SIGNATURE</u>
3	Ratanaubol, Ubol Lot Owner – Heatherwood Drive _____ Witness	_____ _____ _____
4	Holmes, Richard & Judy 708 Heatherwood Drive _____ Witness	_____ _____ _____
5	Hinds, Billy 712 Heatherwood Drive _____ Witness	<u>Heide P. Hinds</u> _____
6	Reeves, Michael & Michelle 800 Heatherwood Circle _____ Witness	<u>Michael Reeves</u> _____
7	Falkner, James & Rebecca 804 Heatherwood Circle _____ Witness	<u>James E. Falkner</u> <u>Rebecca E. Falkner</u> _____
8	Barreca, Stephen & Charlene 808 Heatherwood Circle _____ Witness	<u>Charlene Barreca</u> _____



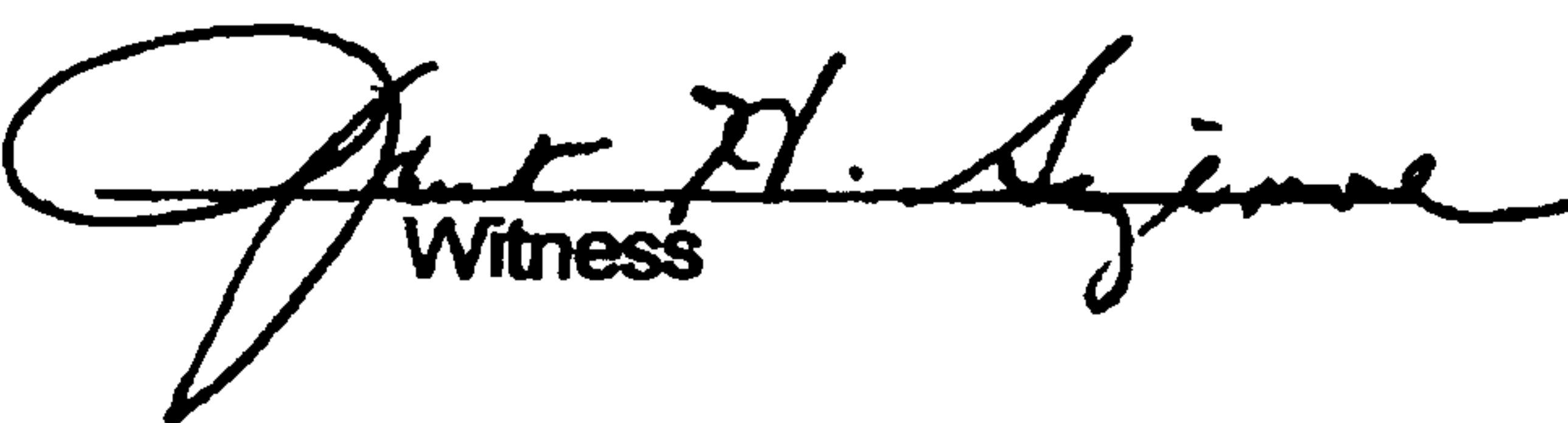
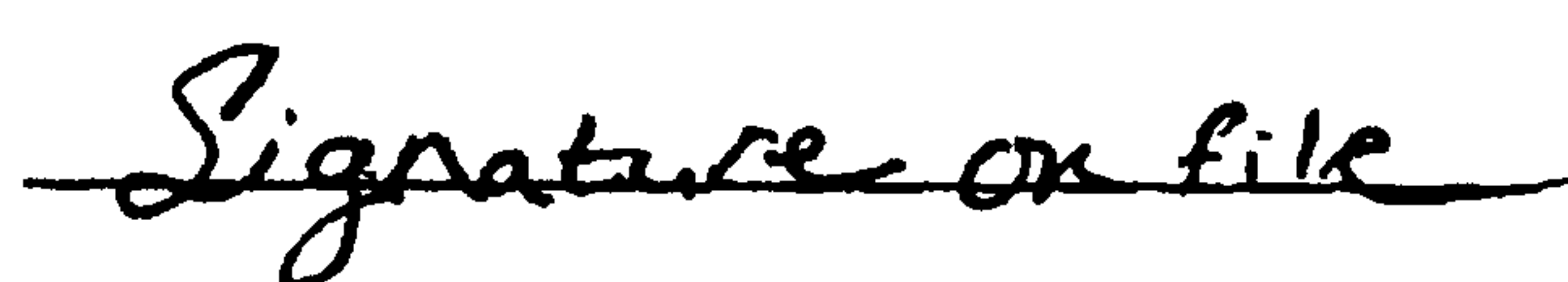
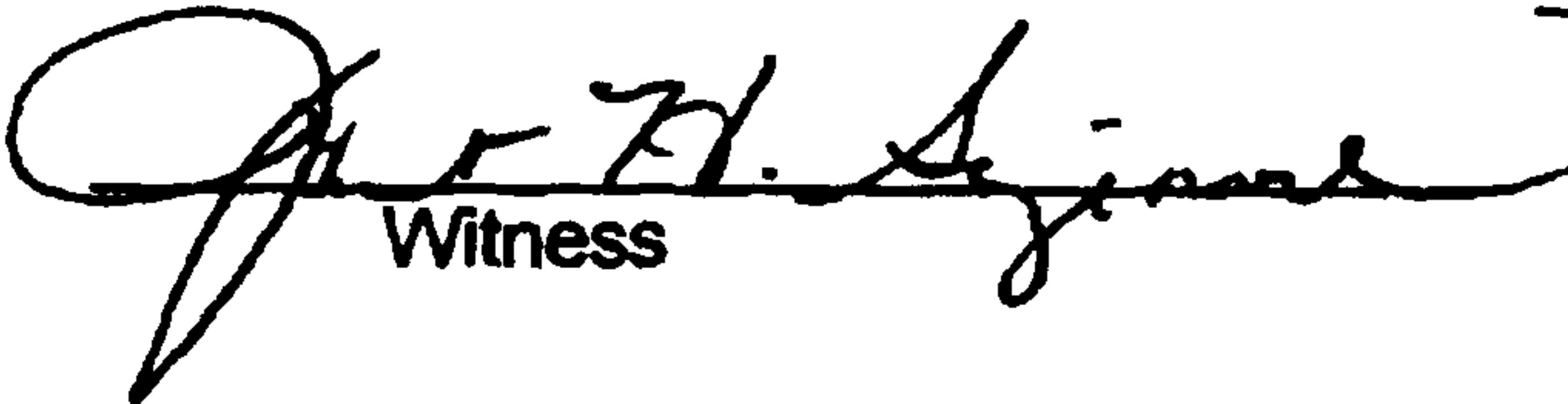
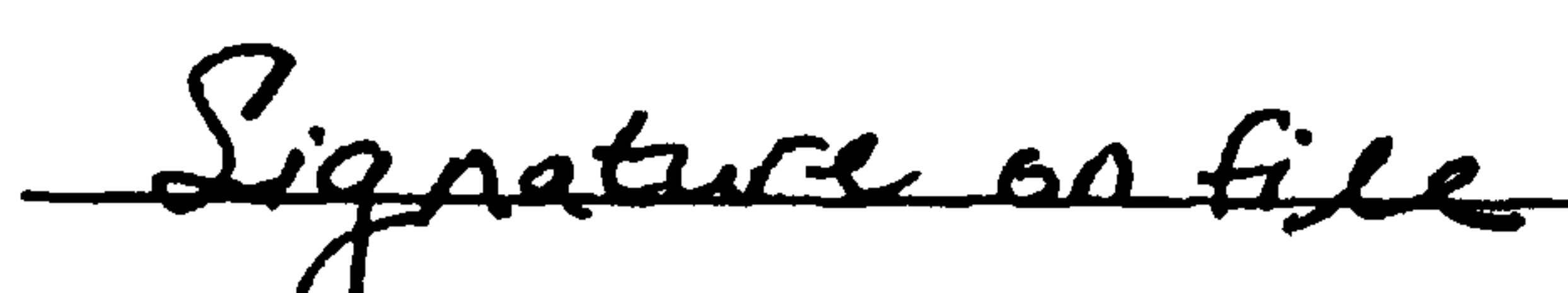
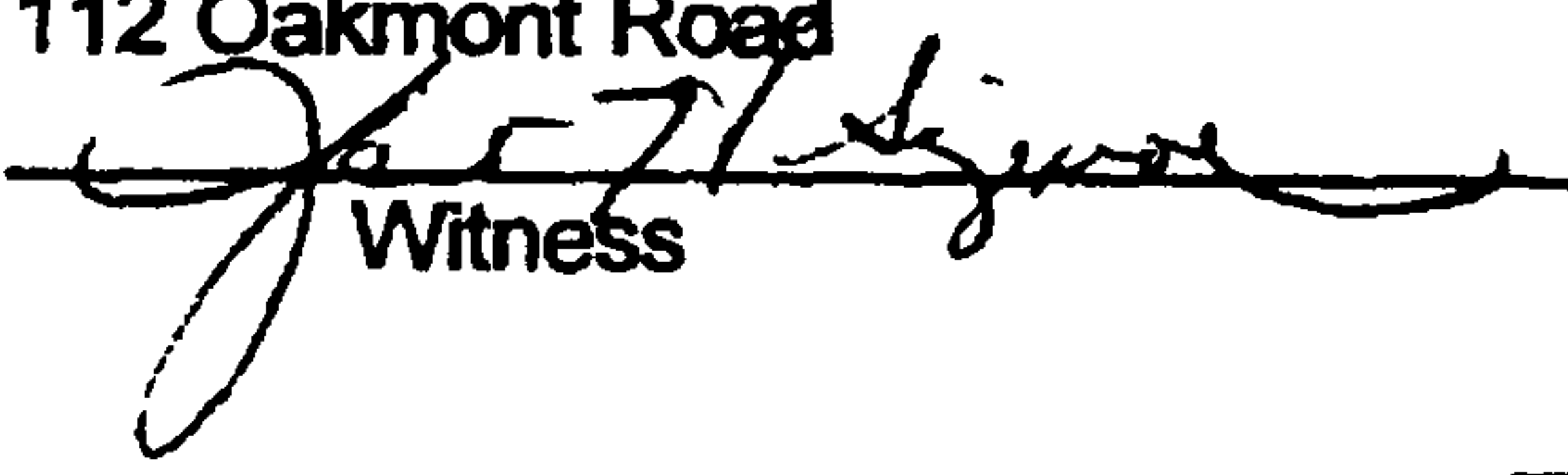
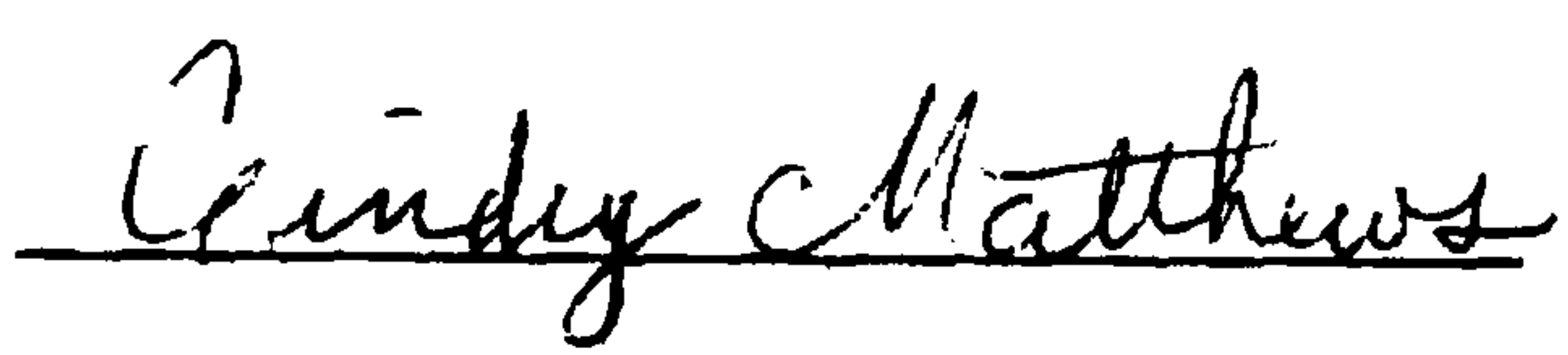
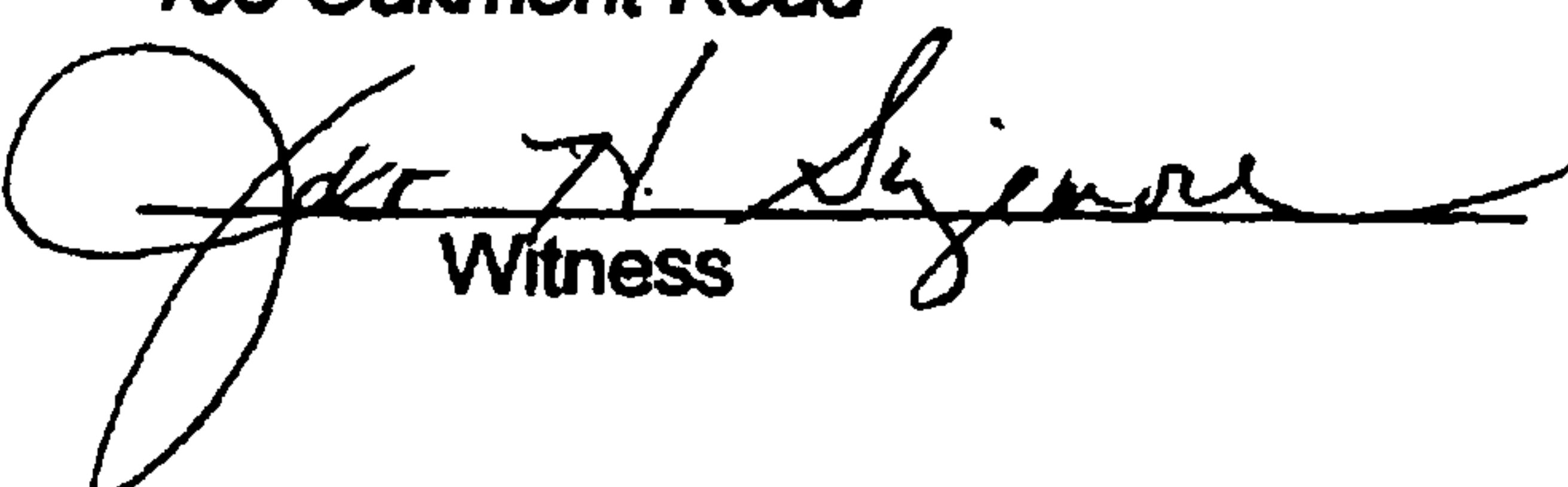
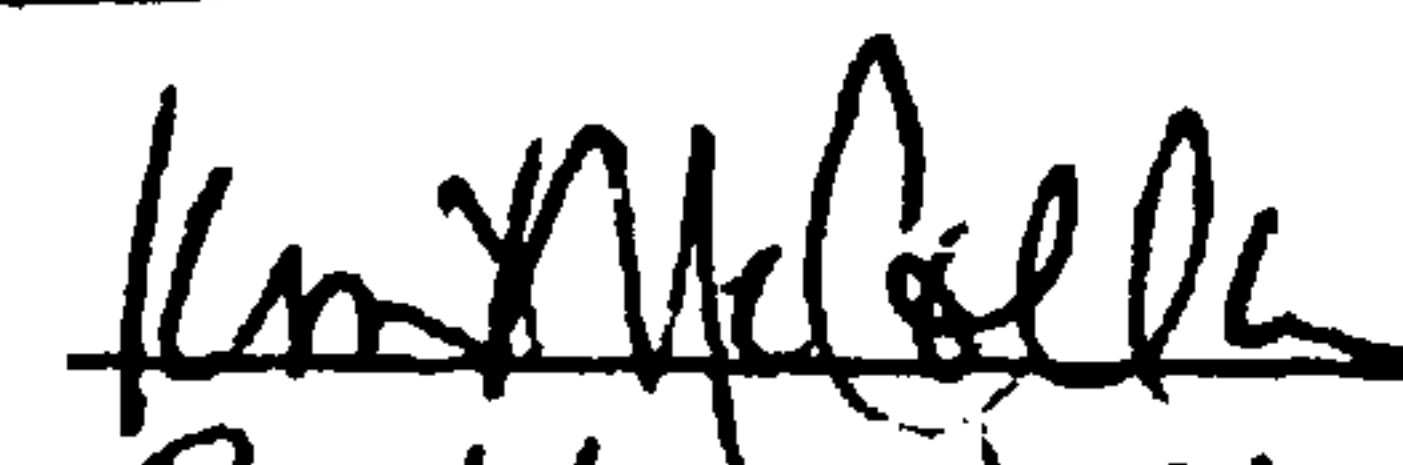

LOT#	NAME/ADDRESS	SIGNATURES (Sector One)
9A	Lollar, William & Mary Ann 812 Heatherwood Circle	   Witness
10A	McKeever, David & Barbara 720 Heatherwood Drive	   Witness
12A	Pedersen, Paul & Marilyn 724 Heatherwood Drive	   Witness
13	Cowen, Jefferson & Cora 728 Heatherwood Drive	   Witness
14	Ripperdan, Cecil & Patricia 732 Heatherwood Drive	   Witness
15	Lord, R.M. & Thresa 736 Heatherwood Drive	   Witness
16	Manning, Edwin & Idalia 740 Heatherwood Drive	   Witness



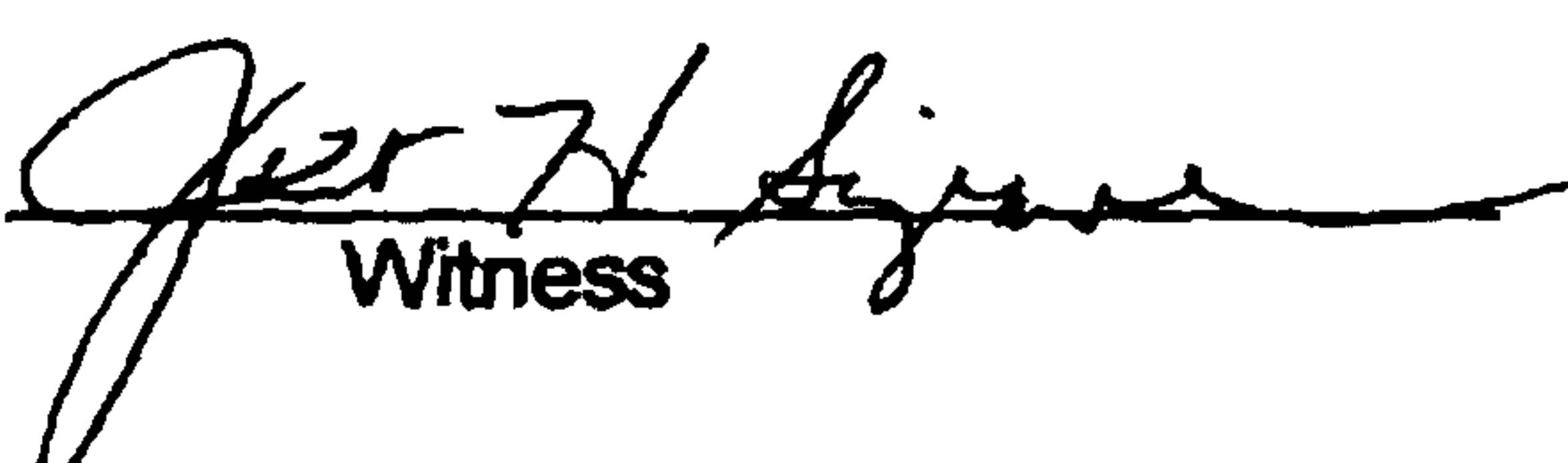

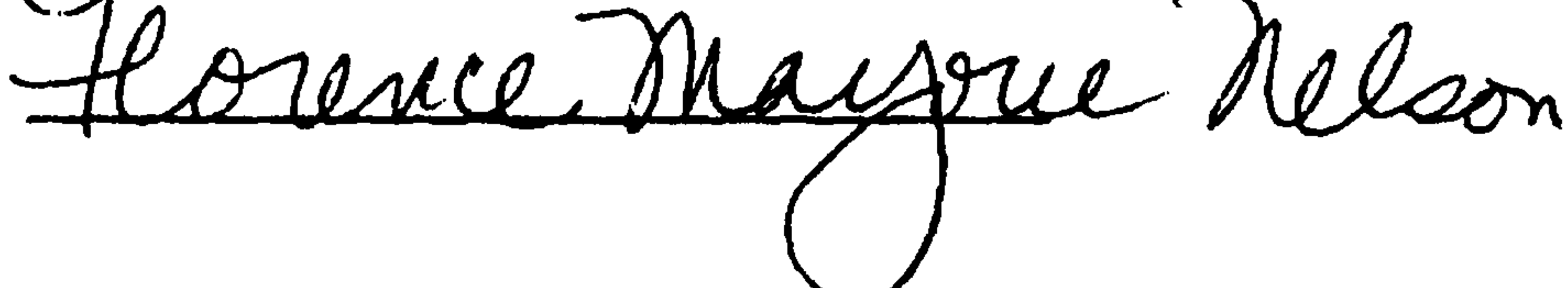
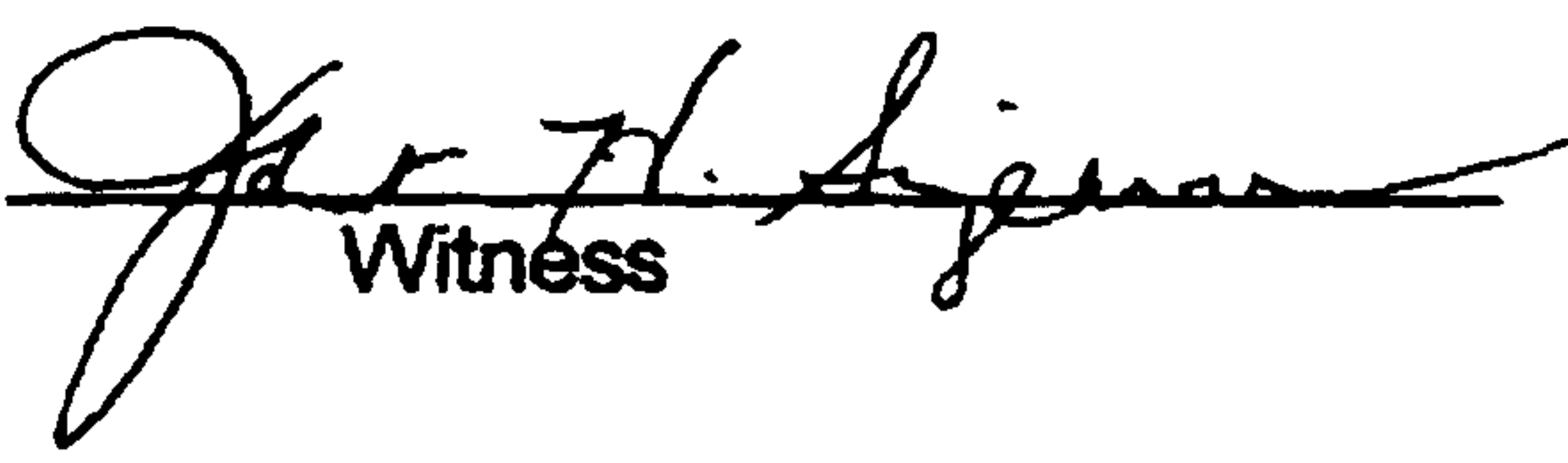

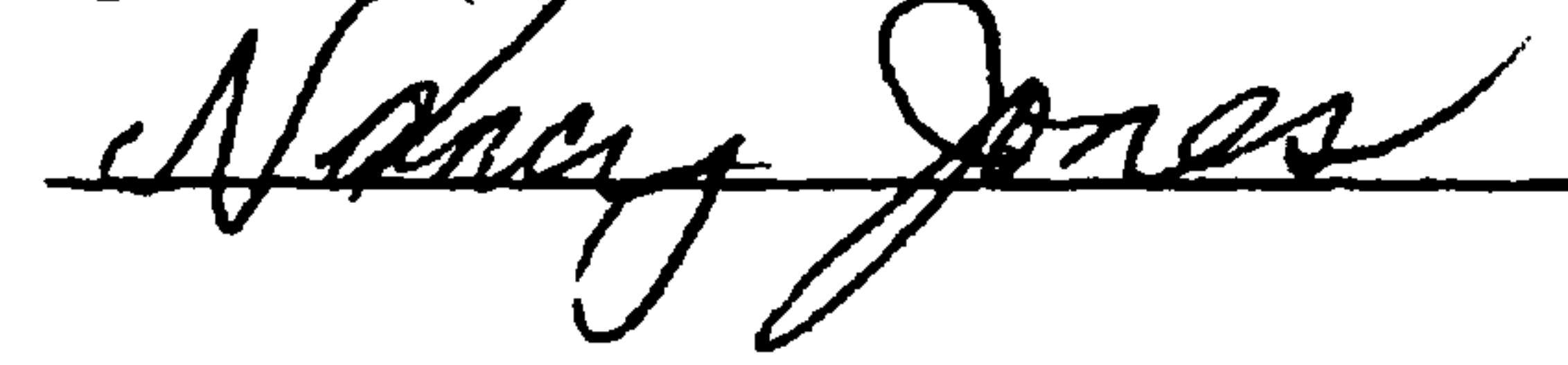
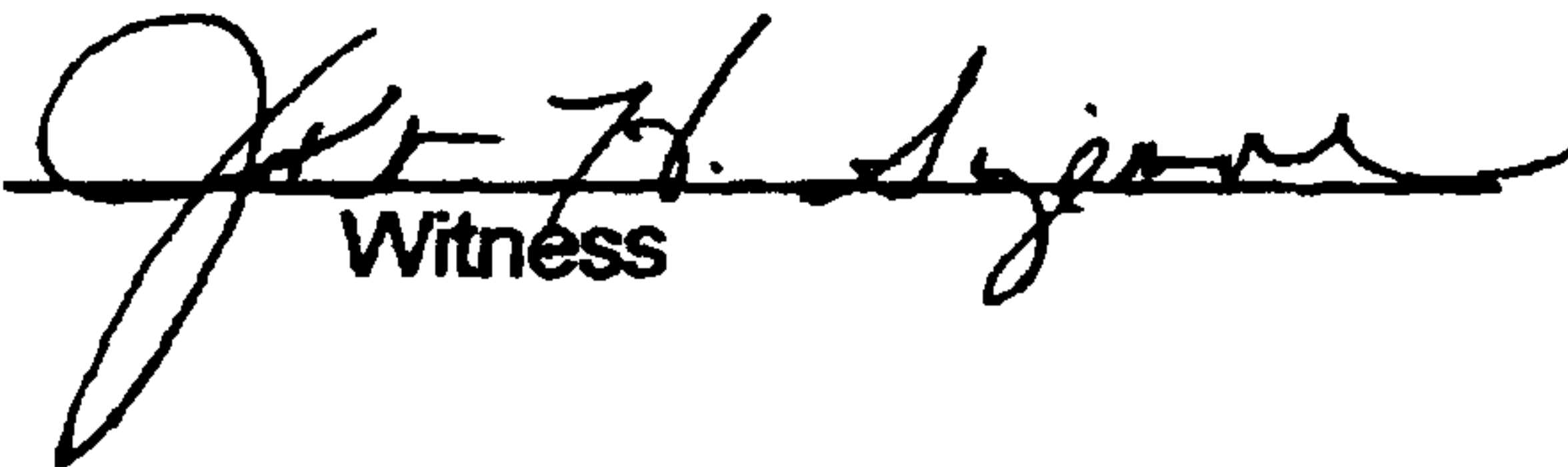
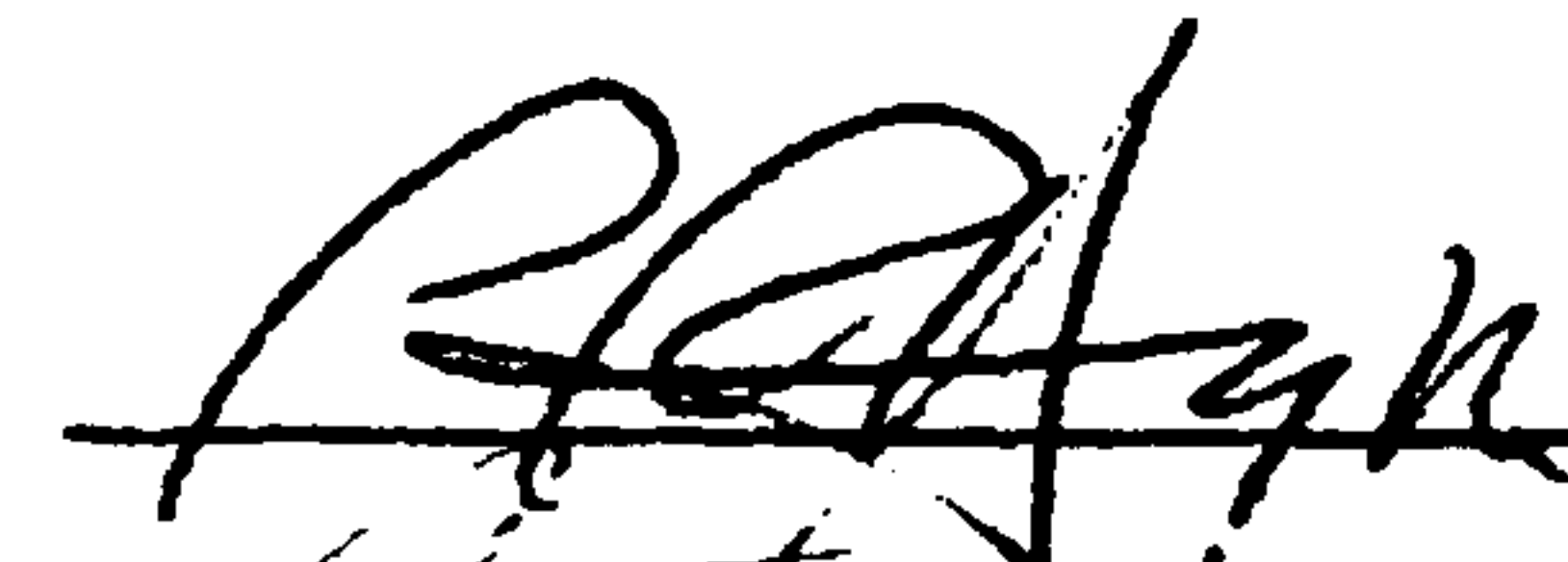
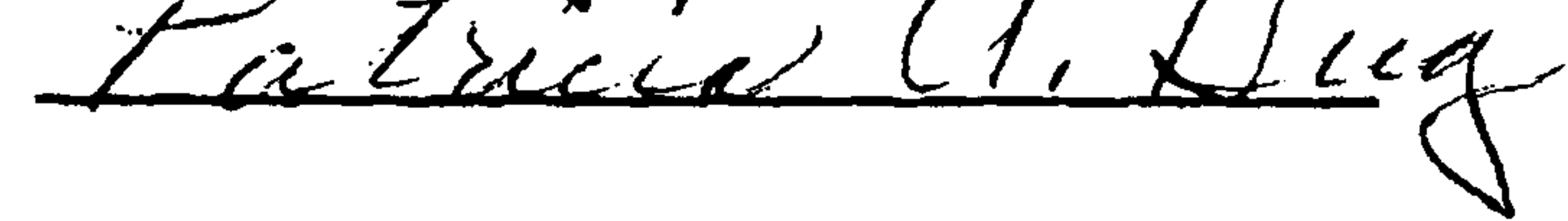
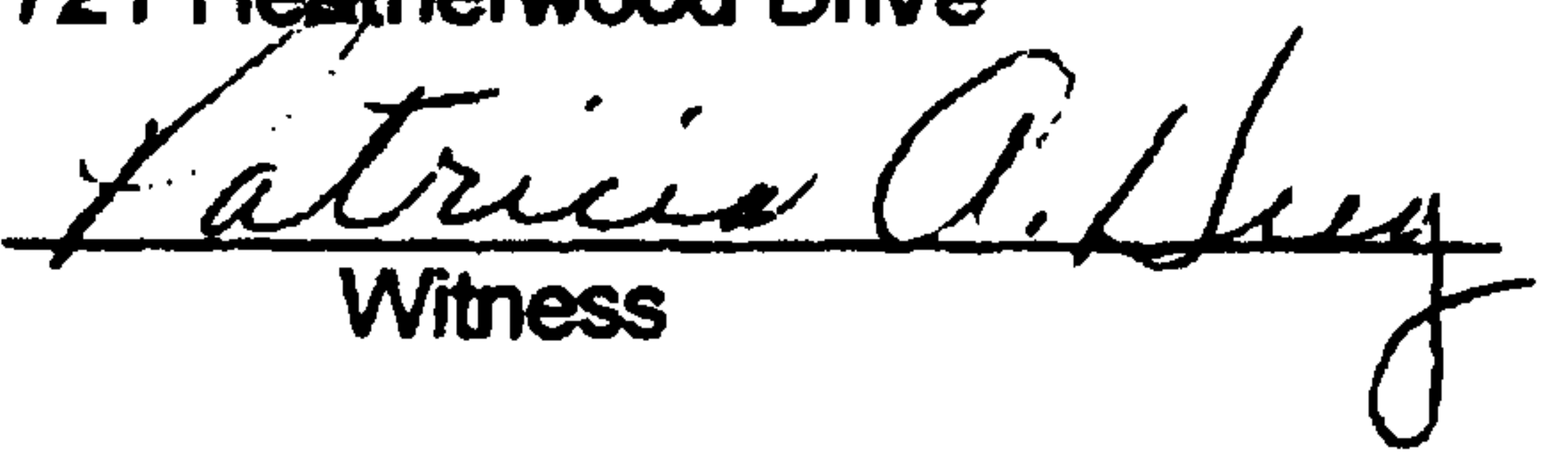
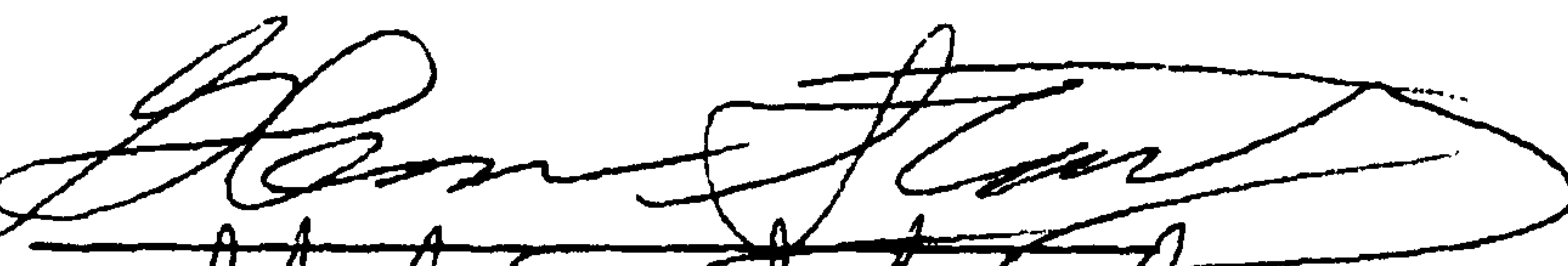
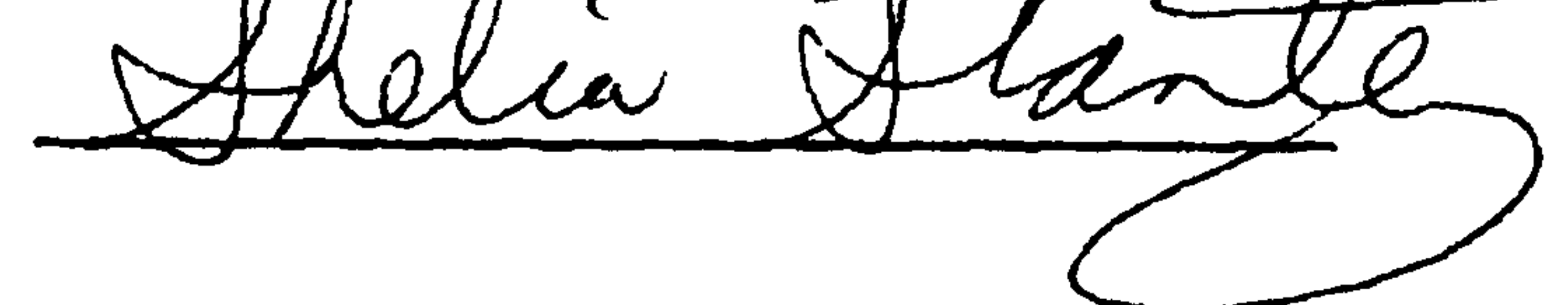
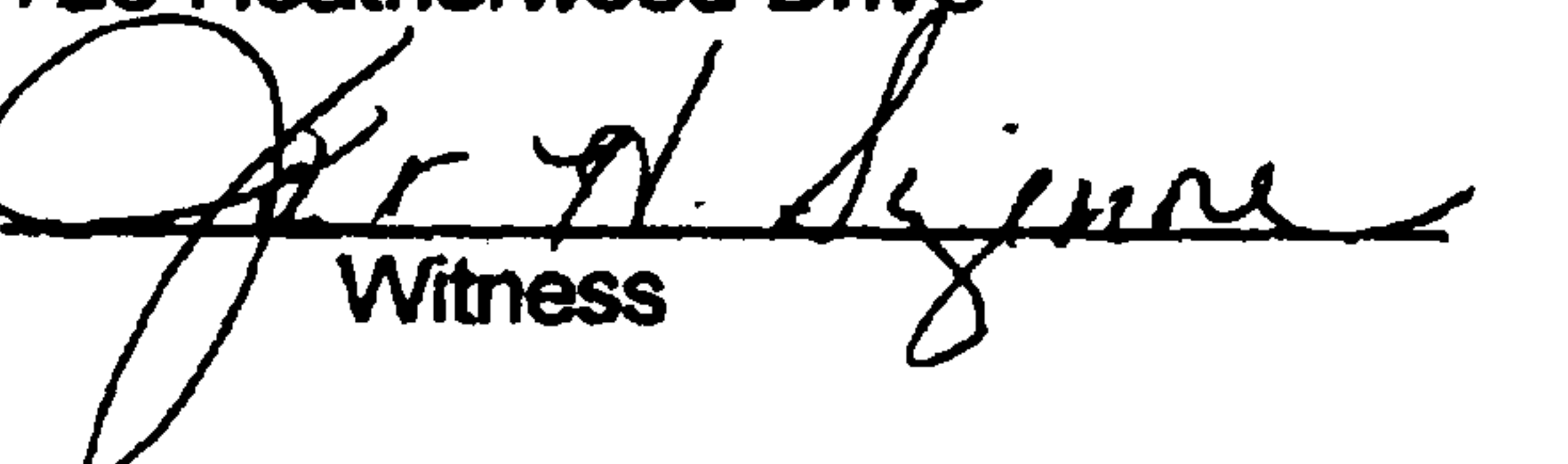
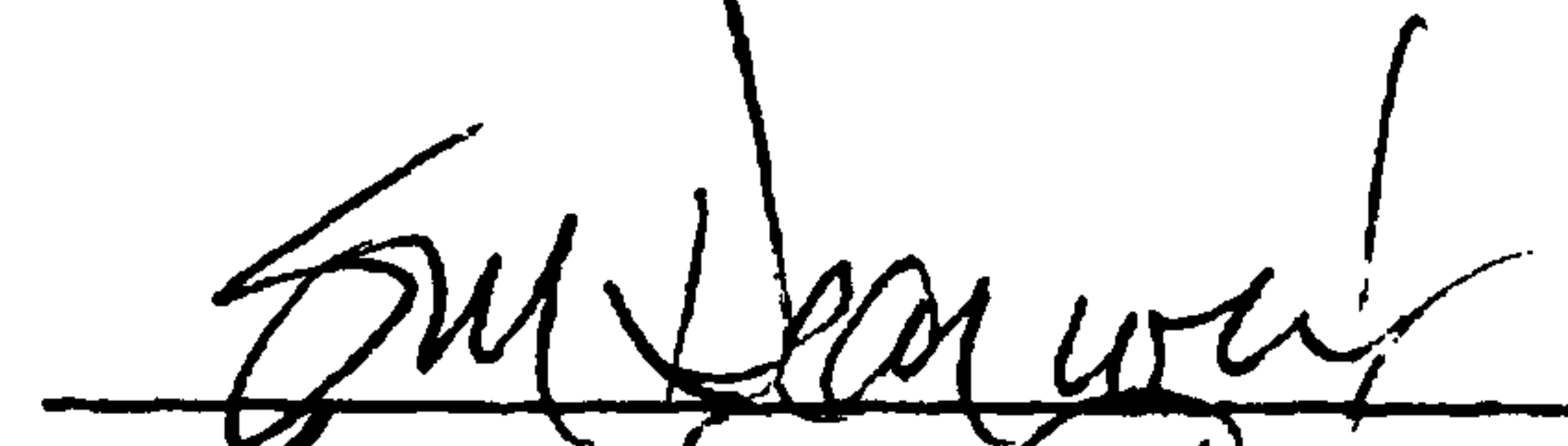

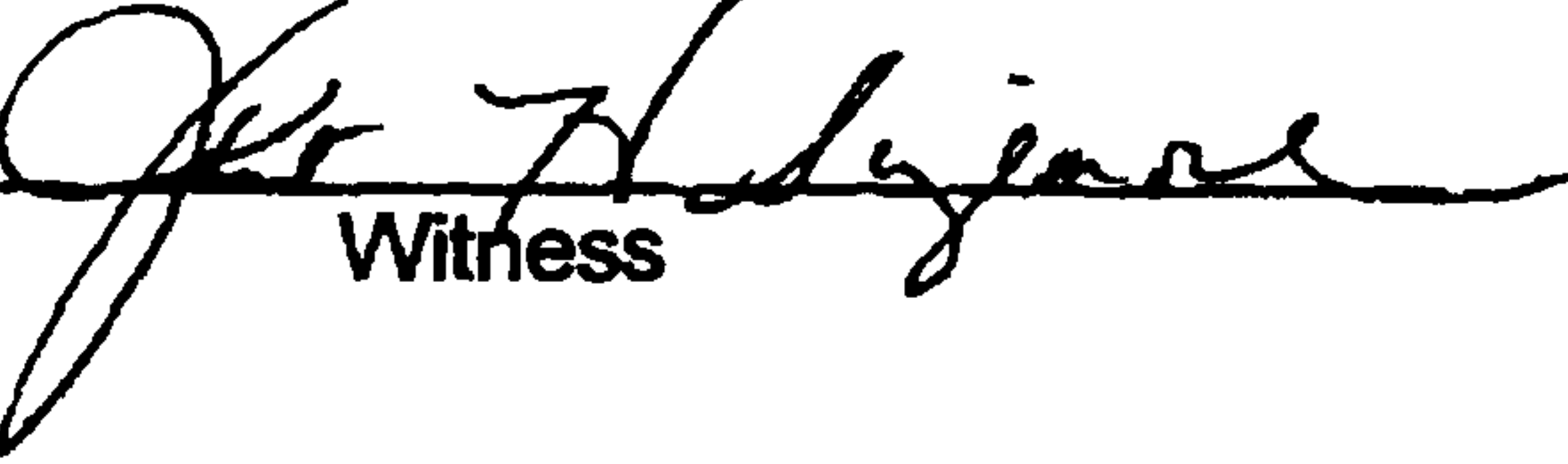
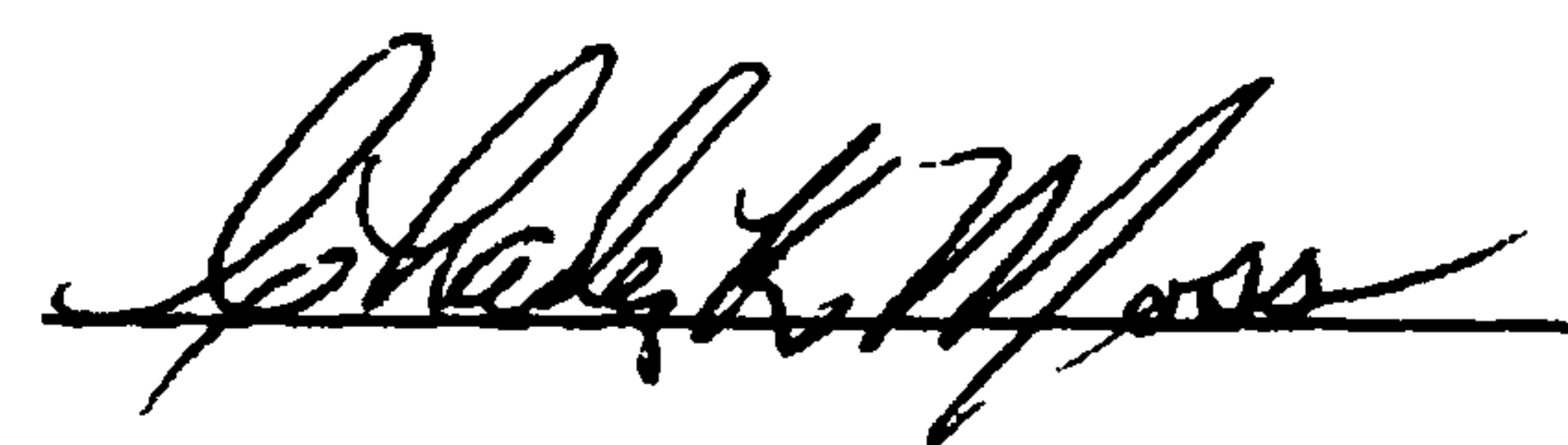
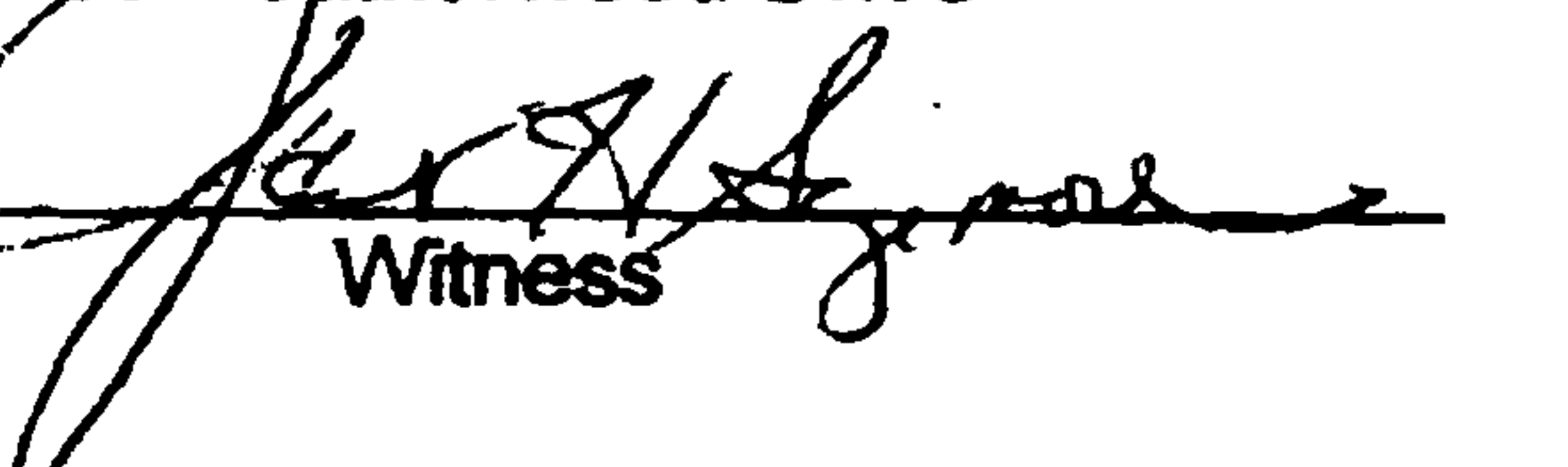
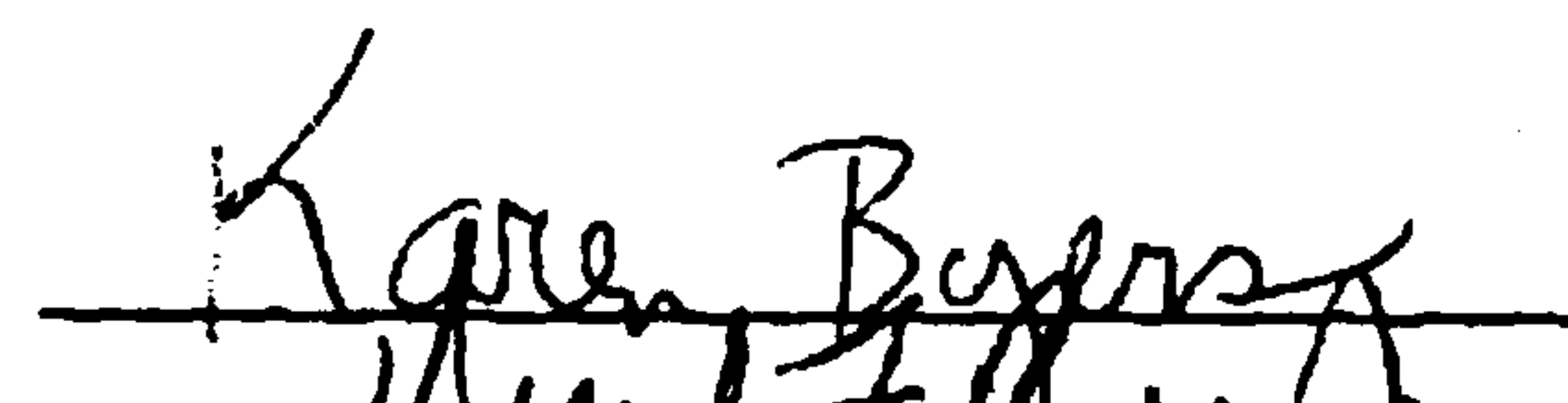
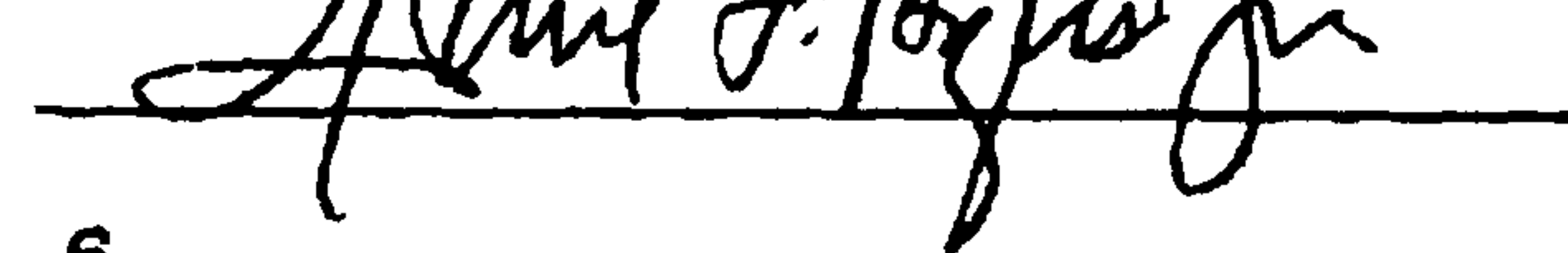
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LOT #	NAME/ADDRESS	SIGNATURES (Sector One)
17	Sowell, William 744 Heatherwood Drive	<u>William Sowell</u> <u>_____</u>
	<u>_____</u> Witness	
Lot 18	Latham, Michael & Sandra 748 Heatherwood Drive	<u>Michael Latham</u> <u>Sandra C Latham</u>
	<u>_____</u> Witness	
Lot 19A	Wallace, Steve & Kay 752 Heatherwood Drive	<u>Steve Wallace</u> <u>Kay Wallace</u>
	<u>_____</u> Witness	
22A	Carlson, James & Sharon 200 Oakmont Circle	<u>James Carlson</u> <u>Sharon S Carlson</u>
	<u>_____</u> Witness	
23A'	Spruill, Miller & Joy 204 Oakmont Circle	<u>H. Miller Spruill</u> <u>Joy M. Spruill</u>
	<u>_____</u> Witness	
24A	Botzer, Andrew 208 Oakmont Circle	<u>_____</u> <u>_____</u>
	<u>_____</u> Witness	
25A	1805 5th Ave S., Irondale 35410 Florian, Sherry (Sanders) (Lot Owner) Oakmont Circle	<u>Sherry Florian</u> <u>_____</u>
	<u>_____</u> Witness	

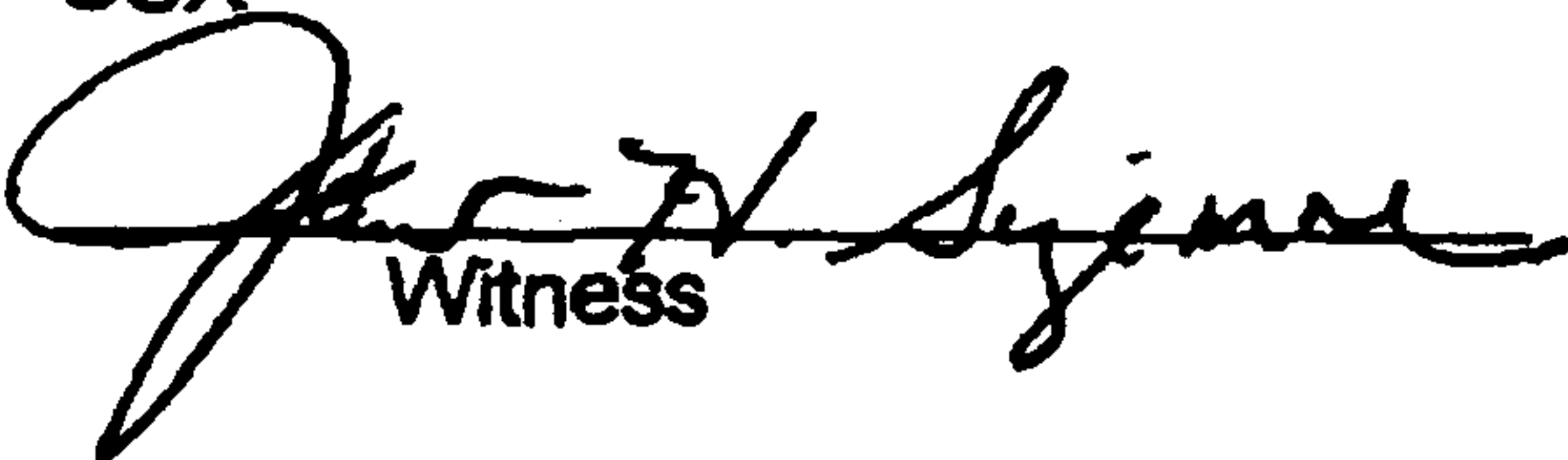
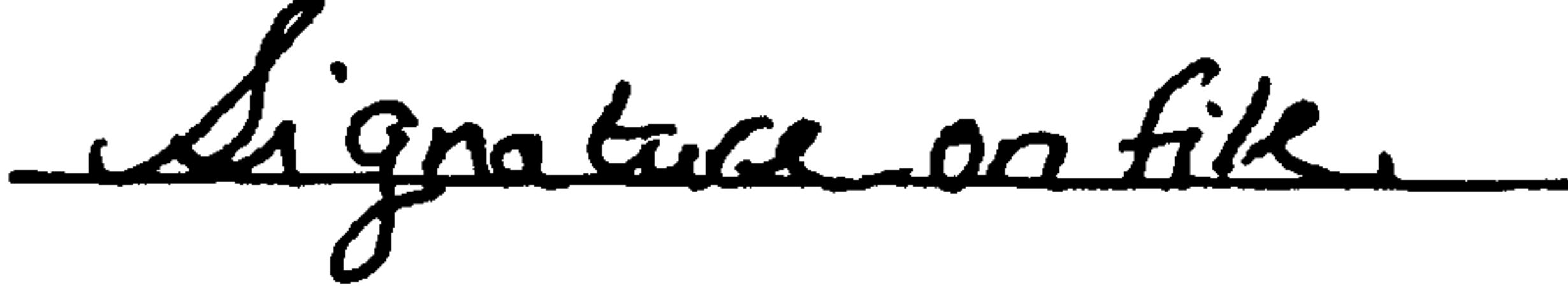
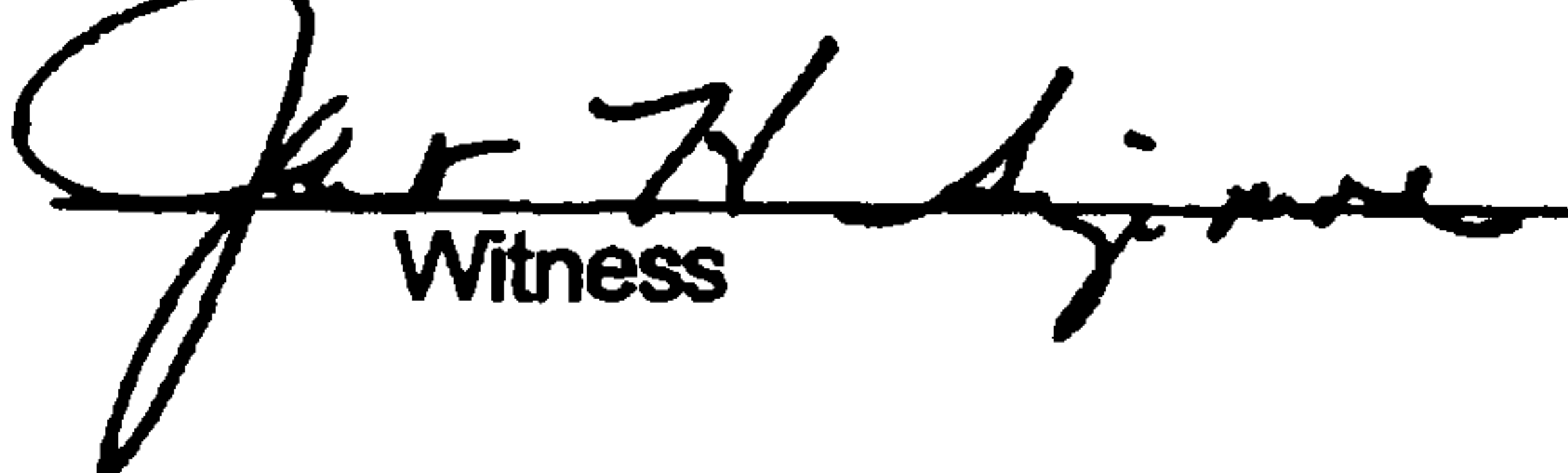
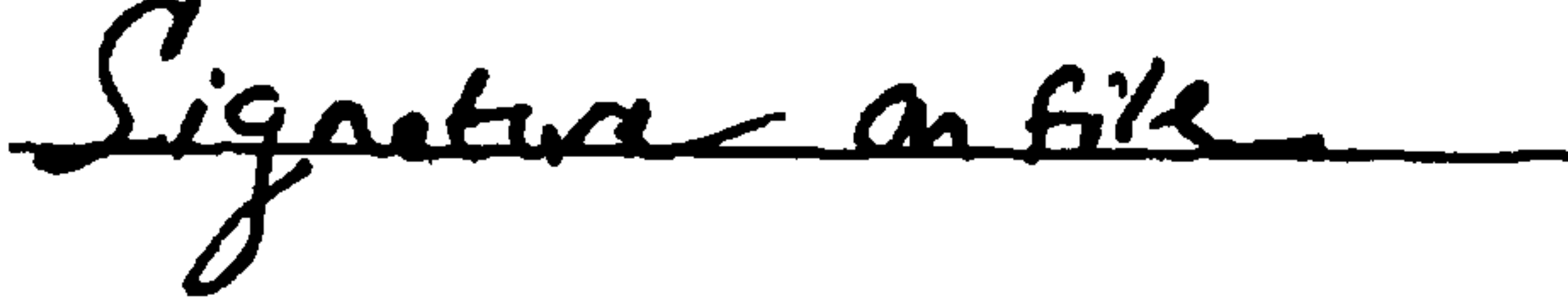
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26A	Williams, Kenneth & Maxine 216 Oakmont Circle	<u>Maxine Williams</u> <u>Kenneth Williams</u> Witness
28A	Cain, Maxwell & Dorothy 224 Oakmont Circle	<u>Maxwell Cain</u> <u>Dorothy Cain</u> Witness
30A	Garcia, Jose & Kathryn 121 Oakmont Road	<u>José Antonio García</u> <u>Kathryn P. Garcia</u> Witness
31	DeLozier, Fred W. & Joyce 125 Oakmont Road	<u>Fred W. DeLozier</u> <u>Joyce DeLozier</u> Witness
32	Wallace, Shaler & Sharyn 129 Oakmont Road	<u>Shaler Wallace</u> <u>Sharyn Wallace</u> Witness
33A	Weingarten, Daniel & Sarah 130 Oakmont Road	<u>Daniel Weingarten</u> <u>Sarah Weingarten</u> Witness
34A	Nelson, Derl & Dorothy 132 Oakmont Road	<u>Derl B. Nelson</u> <u>Dorothy P. Nelson</u> Witness

LOT #	NAME/ADDRESS	SIGNATURES (Sector One)
35A	USX  Witness	
36A	USX  Witness	
37A	USX  Witness	
38A	Ciamarra, Michael & Cheryl 116 Oakmont Road _____ Witness	_____ _____
39A	^{Ditchell} Mathews, Cindy (Davidson) 112 Oakmont Road  Witness	
40A	McCollum, Timothy & Bobbie 108 Oakmont Road  Witness	 
41A	Dick, David & Tracey 104 Oakmont Road _____ Witness	_____ _____
42A	Quinn, Charles & Patricia 764 Heatherwood Drive _____ Witness	_____ _____

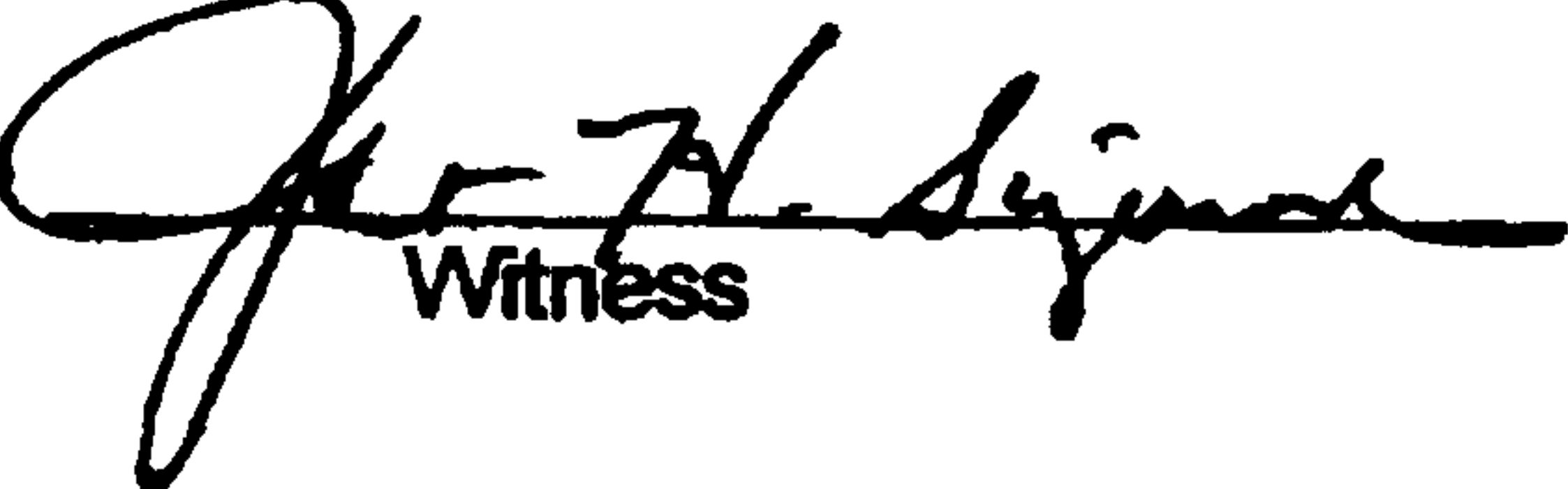
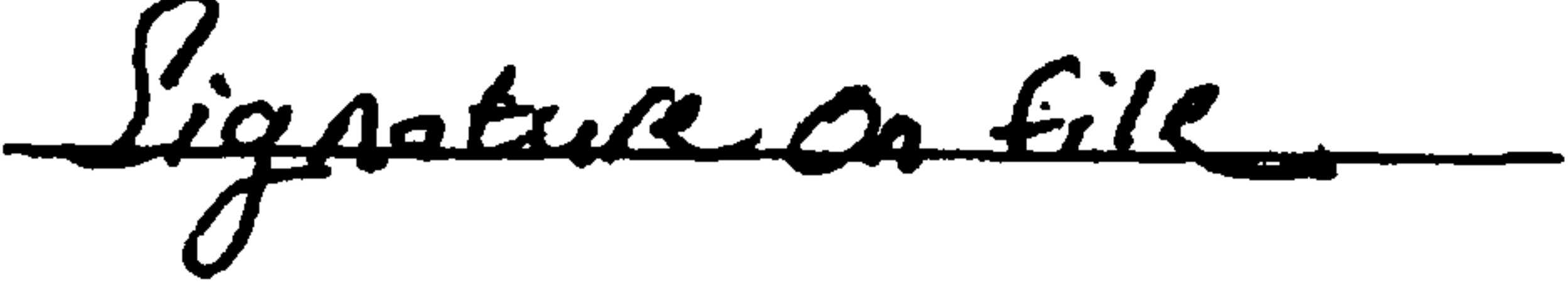
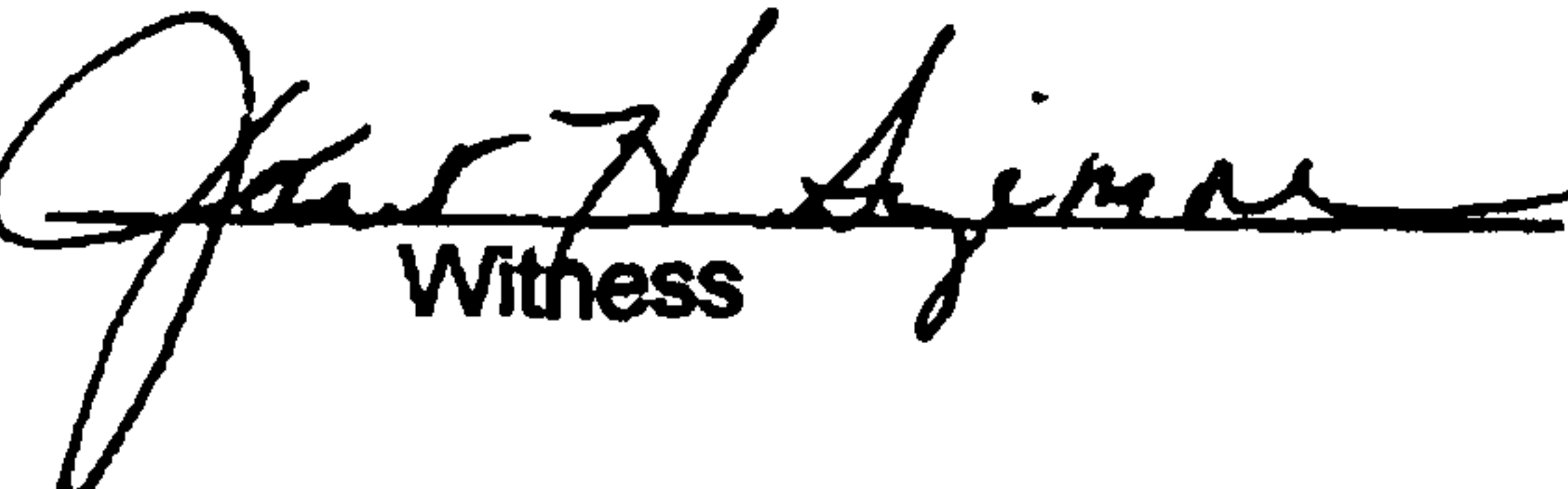
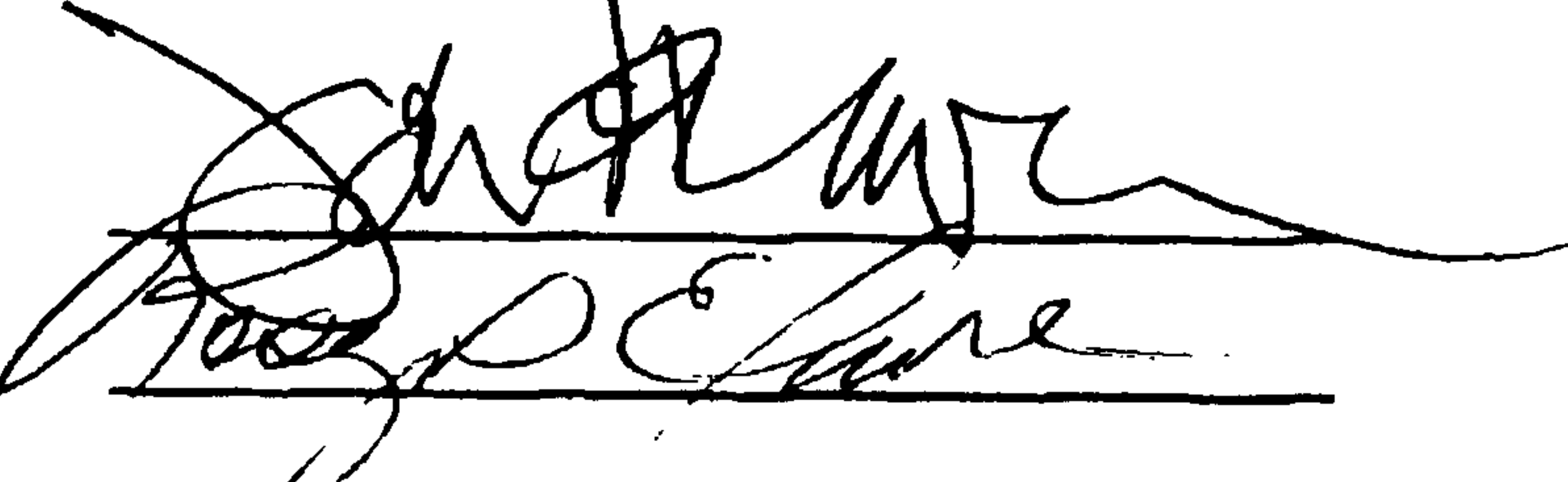
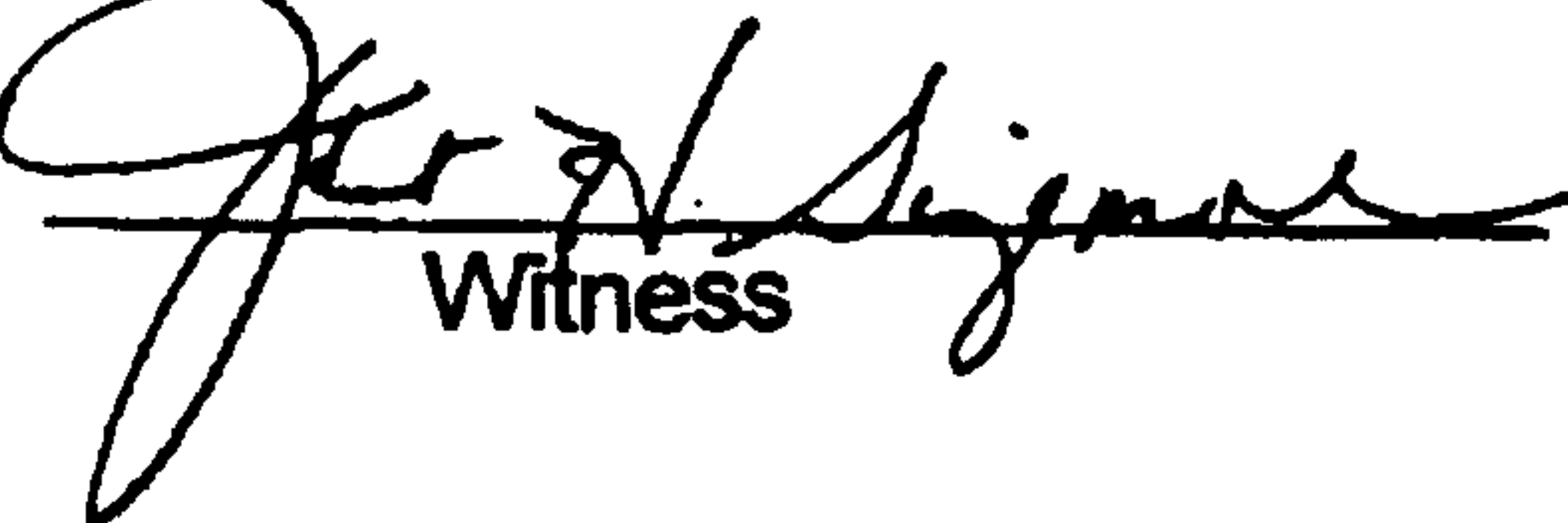
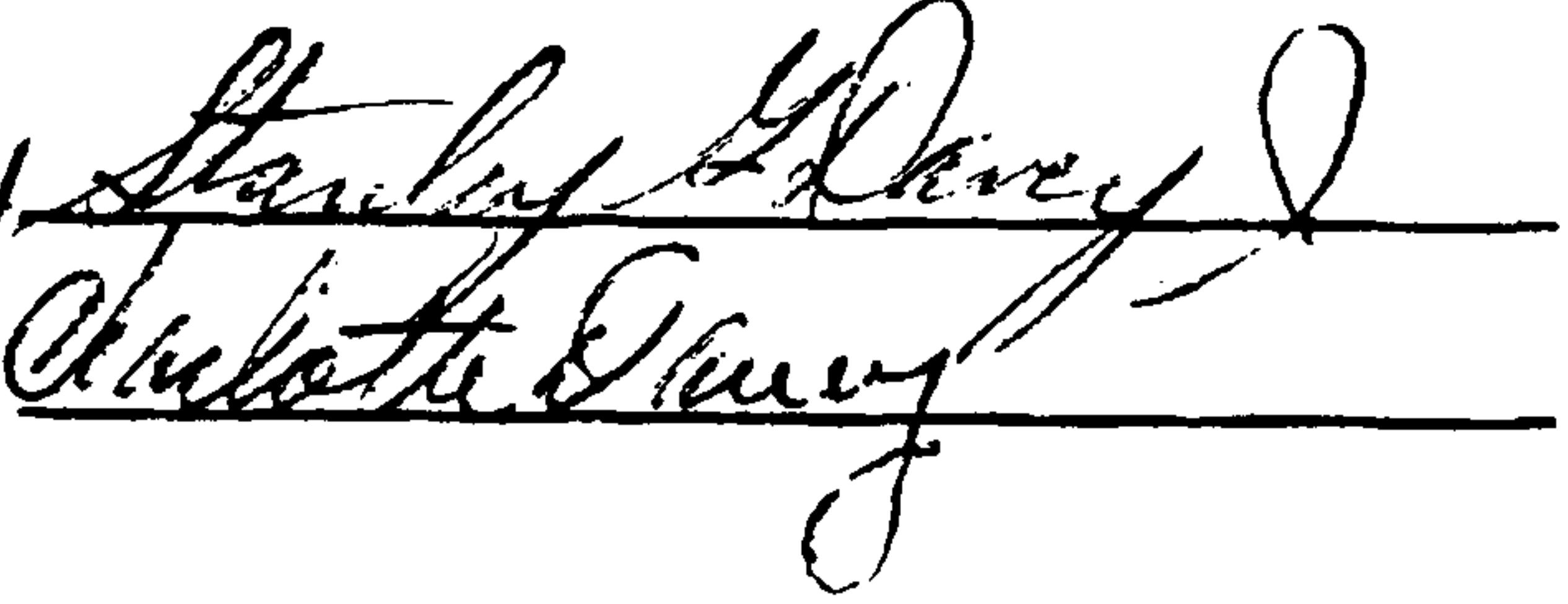
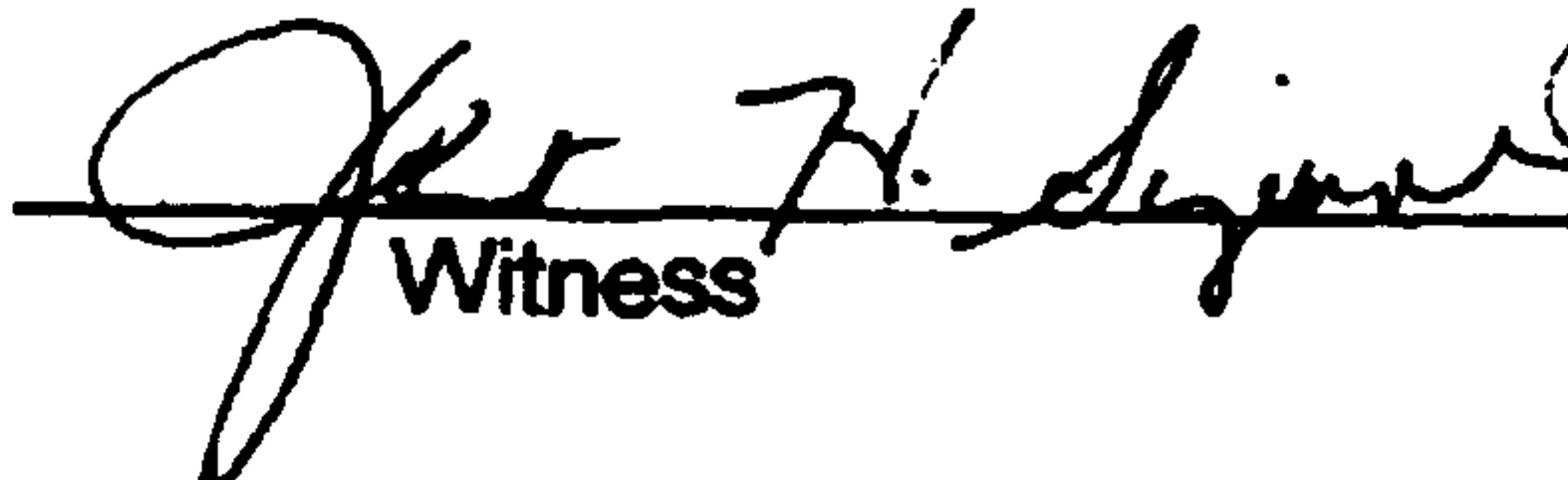
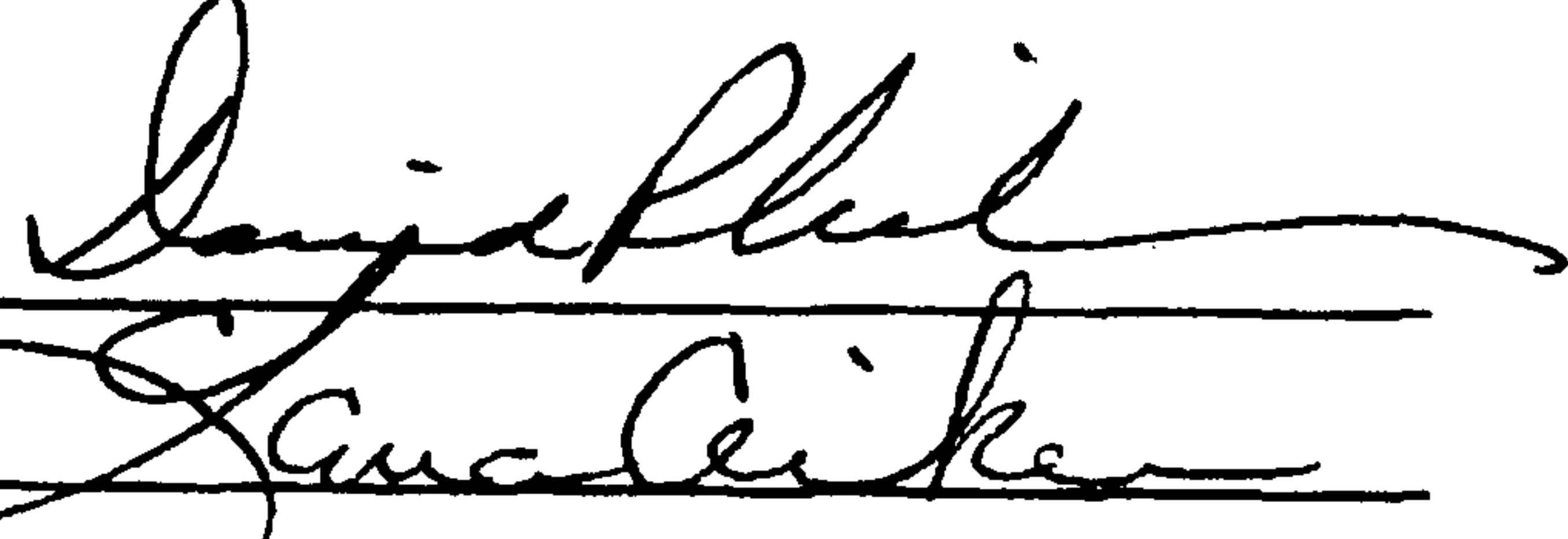
SECTOR ONE - FIRST ADDITION

LOT #	NAME/ADDRESS	SIGNATURES
3	Nelson, David & Florence 709 Heatherwood Drive  Witness	 
4	Jones, Robert & Nancy 713 Heatherwood Drive  Witness	 
5	Hug, Reginald & Patricia 717 Heatherwood Drive  Witness	 
6	Stanley, Glenn & Sheila 721 Heatherwood Drive  Witness	 
7	Dearwent, S.M. & Susan 725 Heatherwood Drive  Witness	 
8	Moss, Charles K 729 Heatherwood Drive  Witness	
9	Byers, David & Karen 733 Heatherwood Drive  Witness	 

SECTOR ONE—SECOND ADDITION

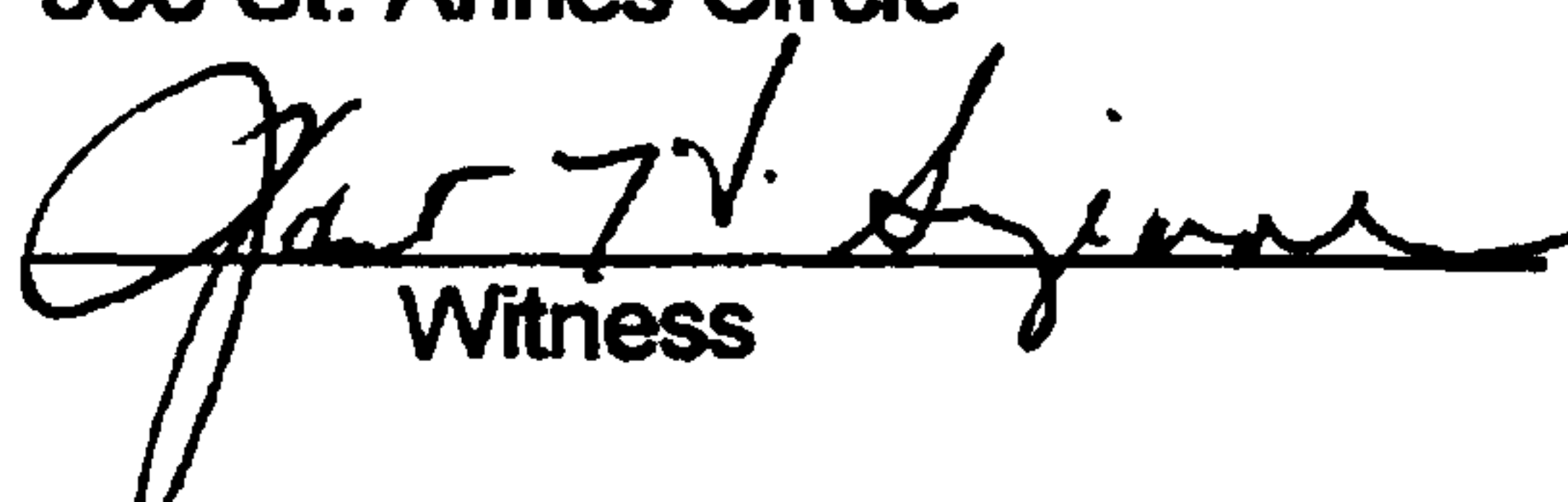
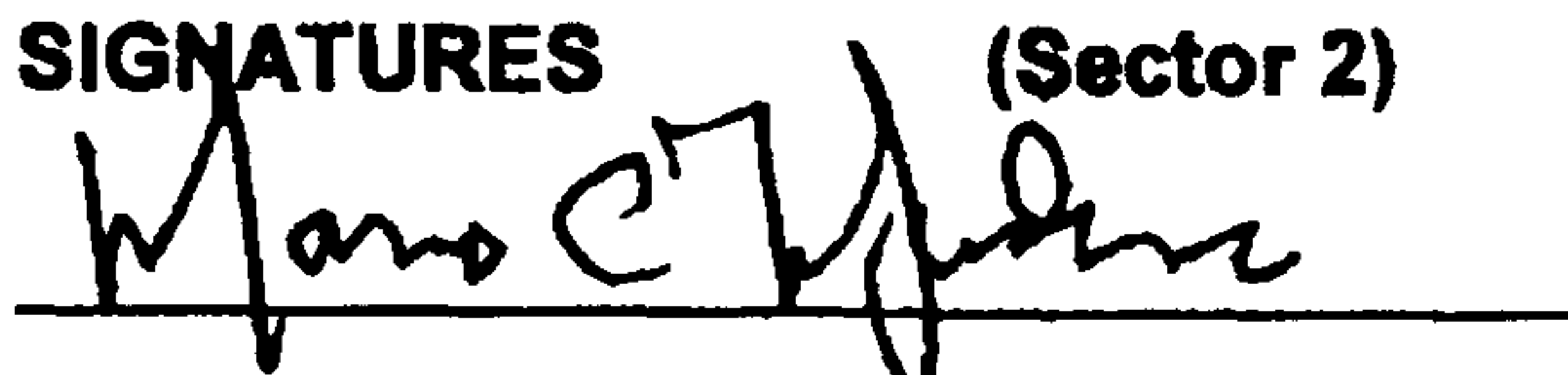
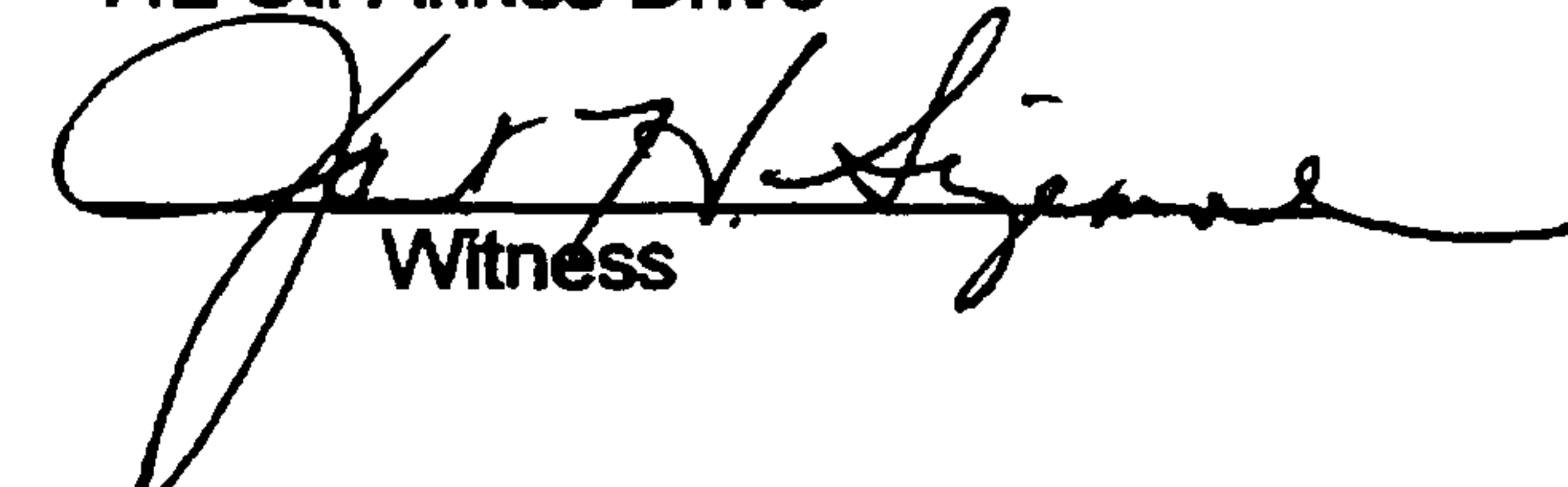
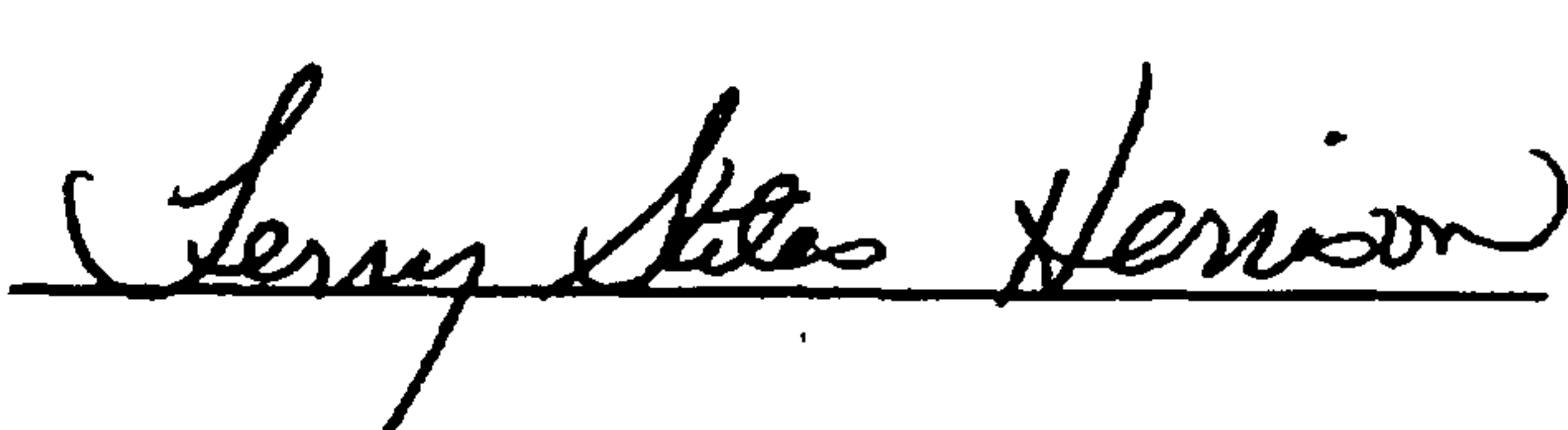
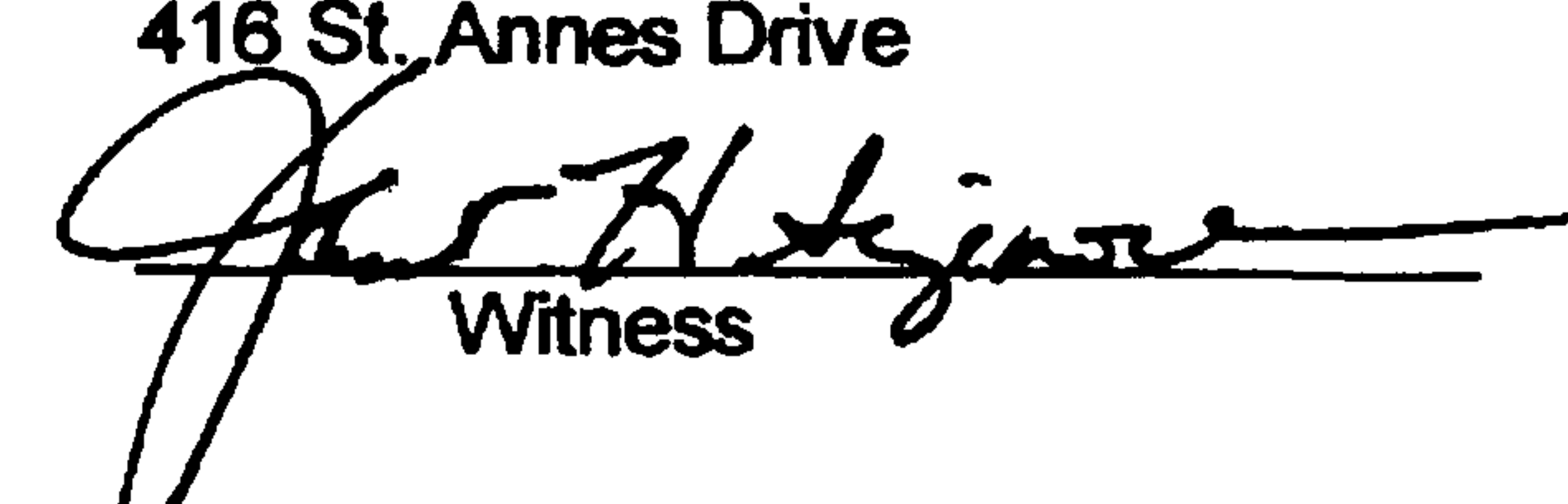
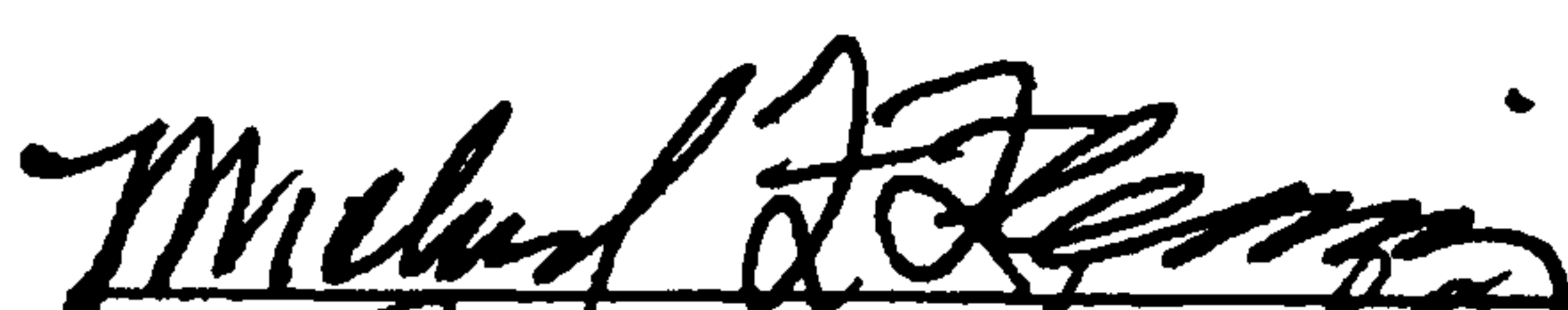

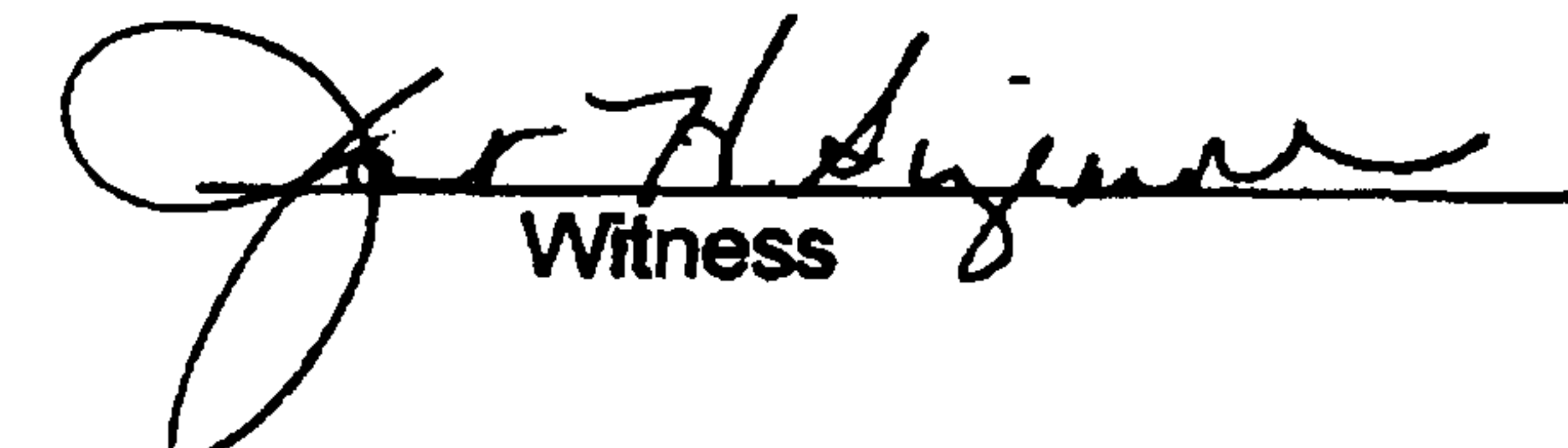


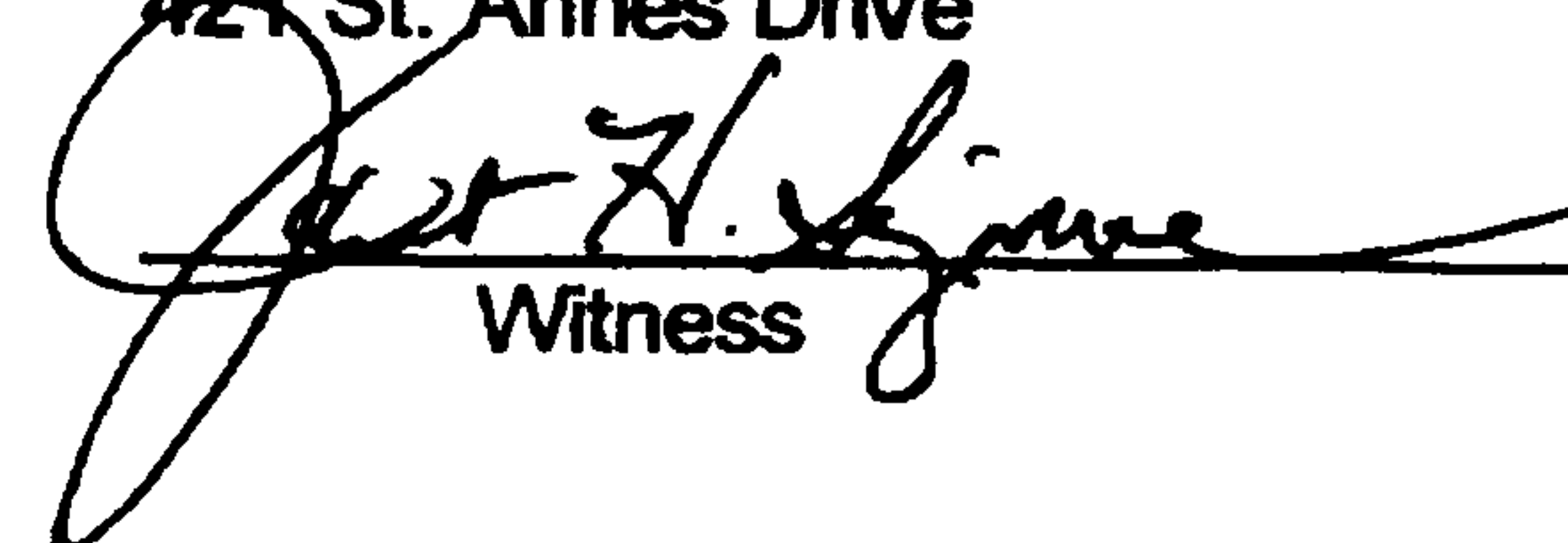
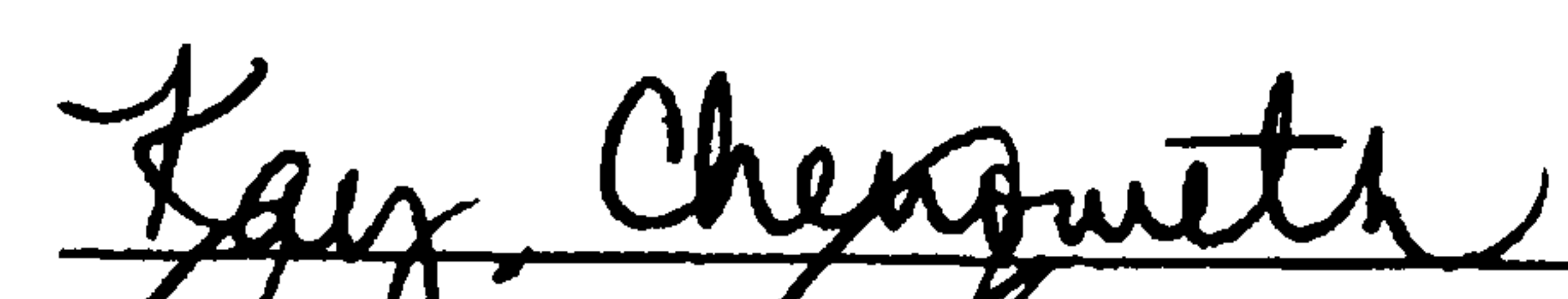
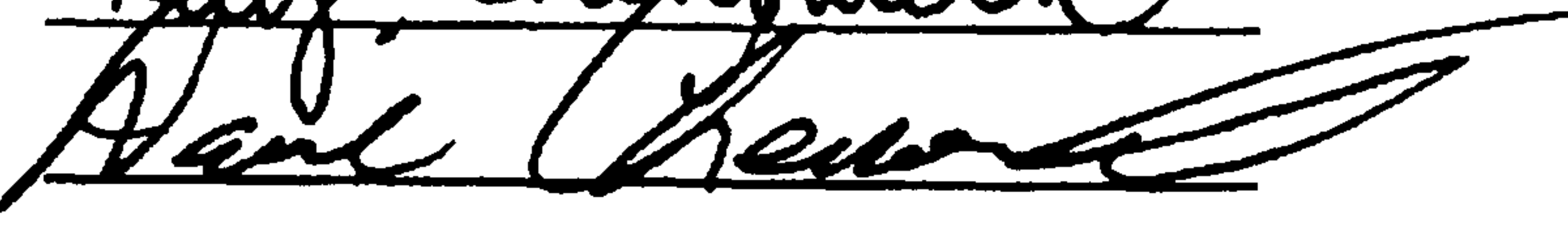
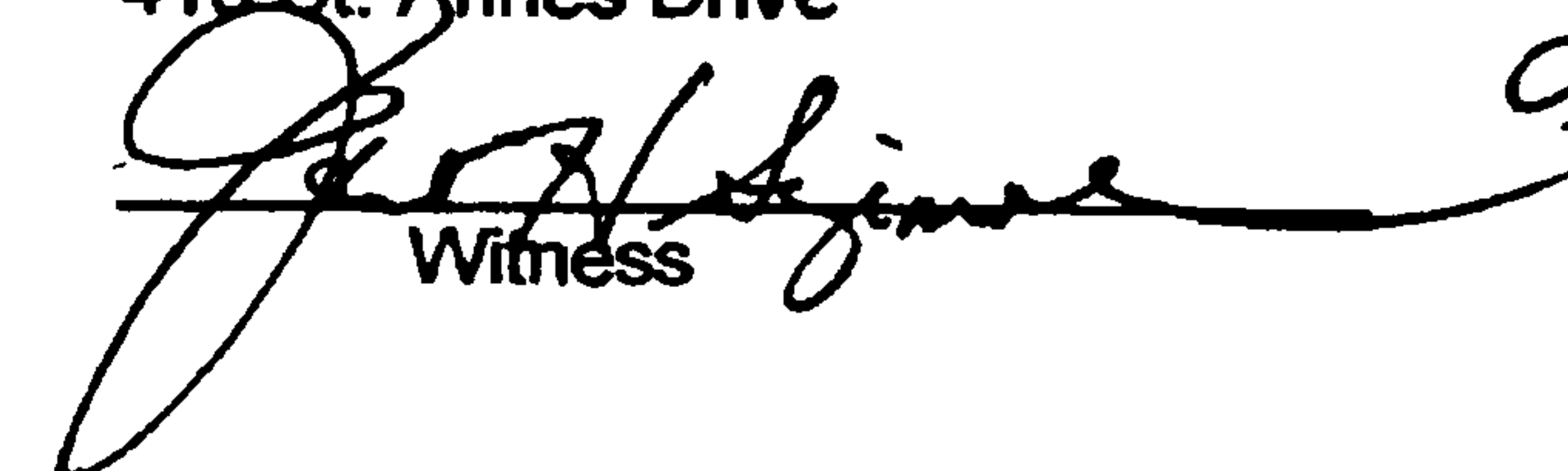

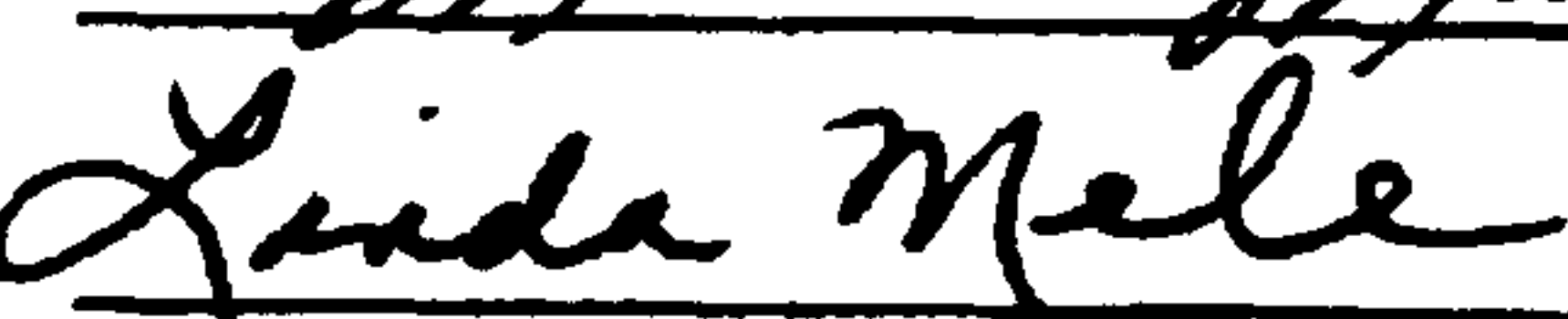
LOT #	NAME/ADDRESS	SIGNATURES
①	USX  Witness	
②	USX  Witness	

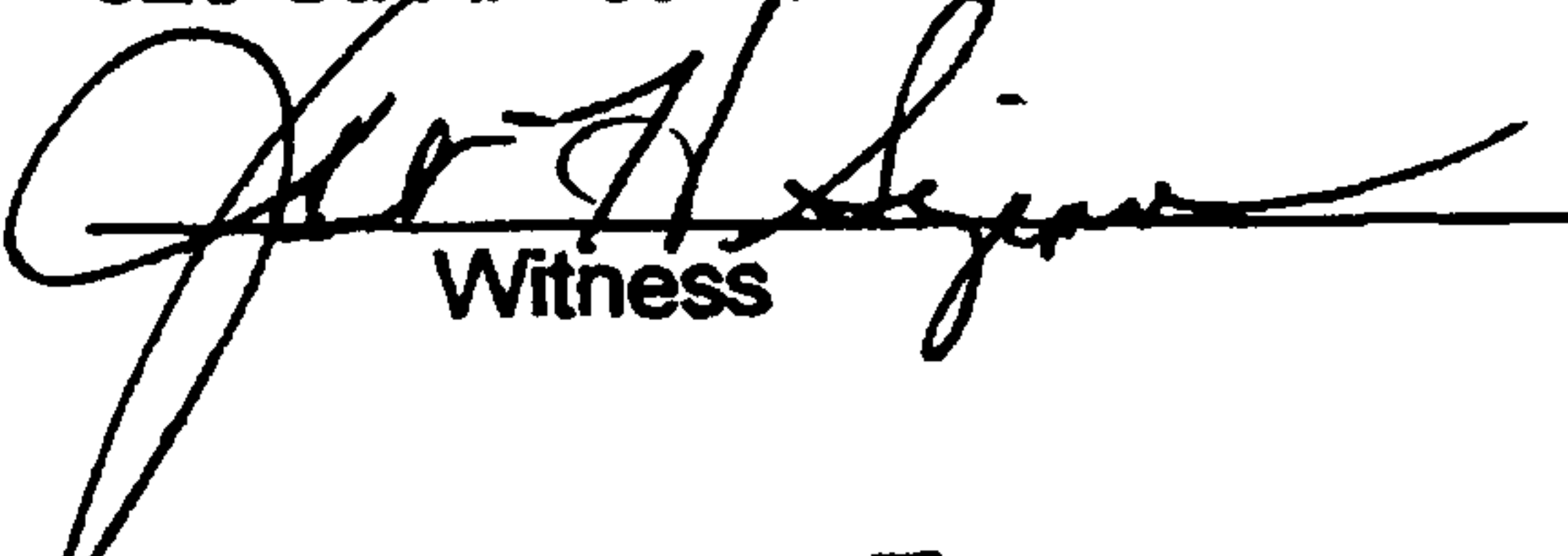
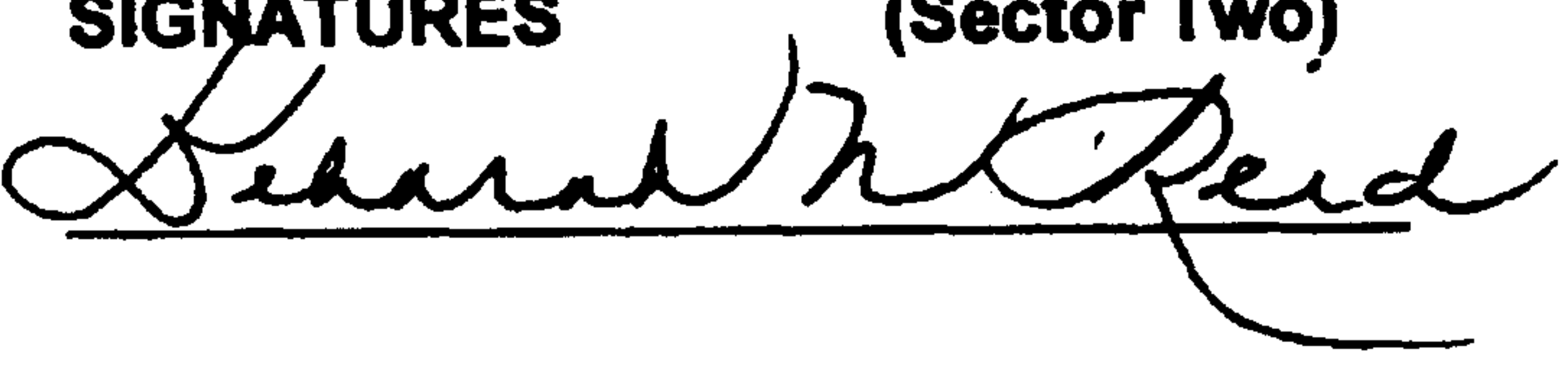
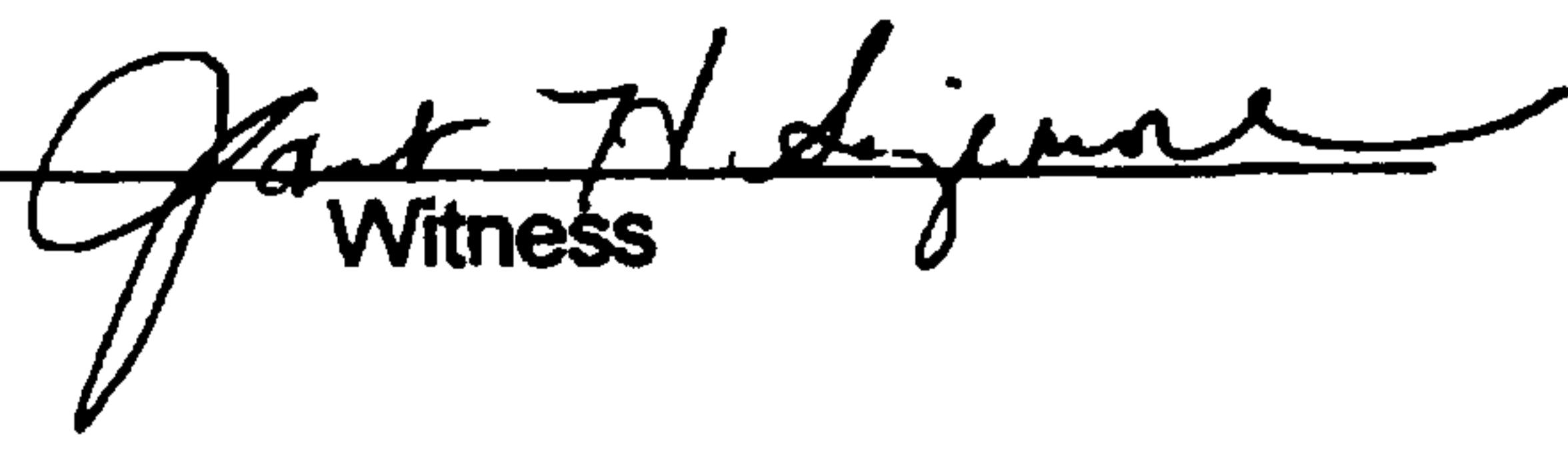
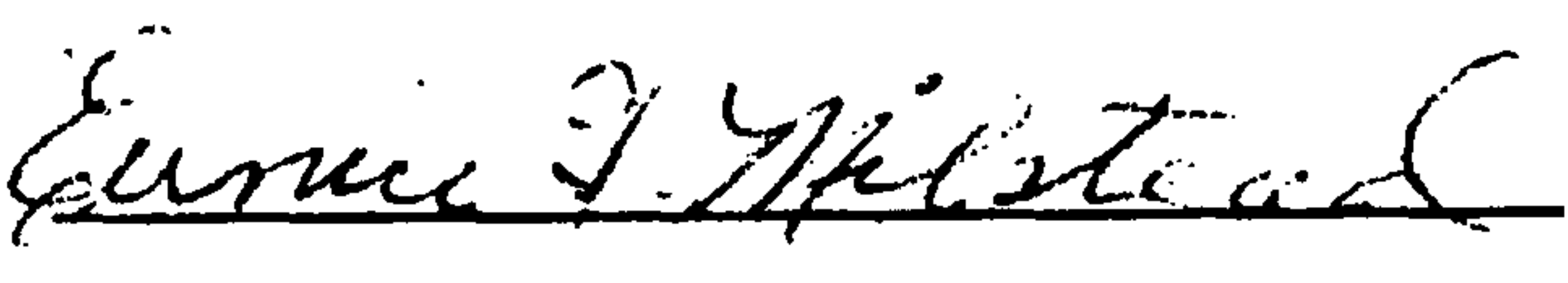
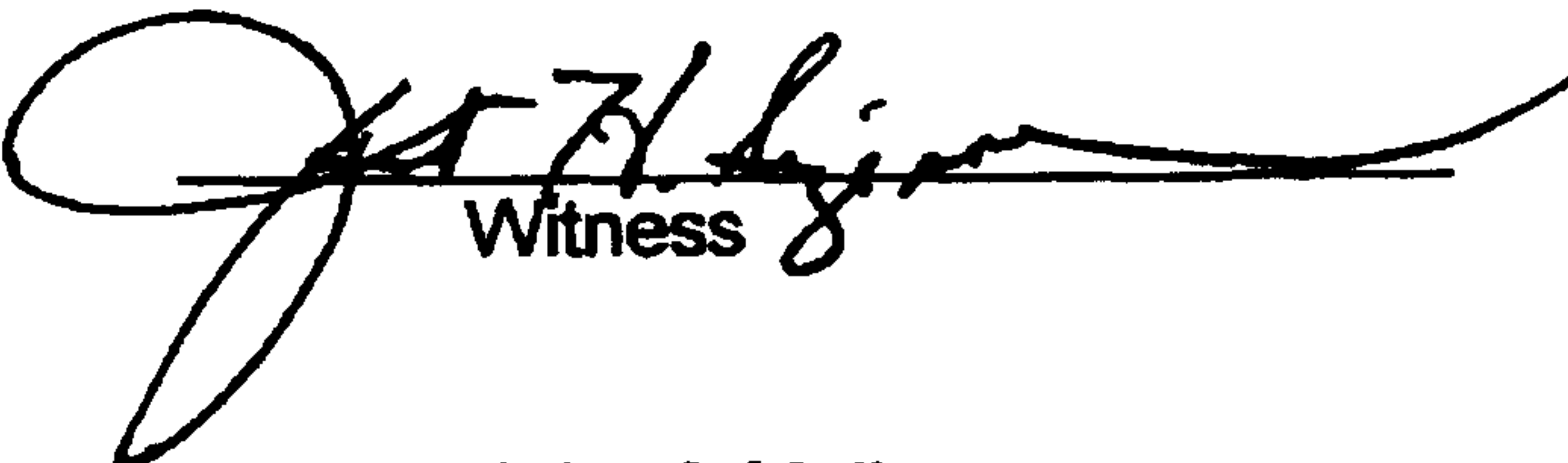
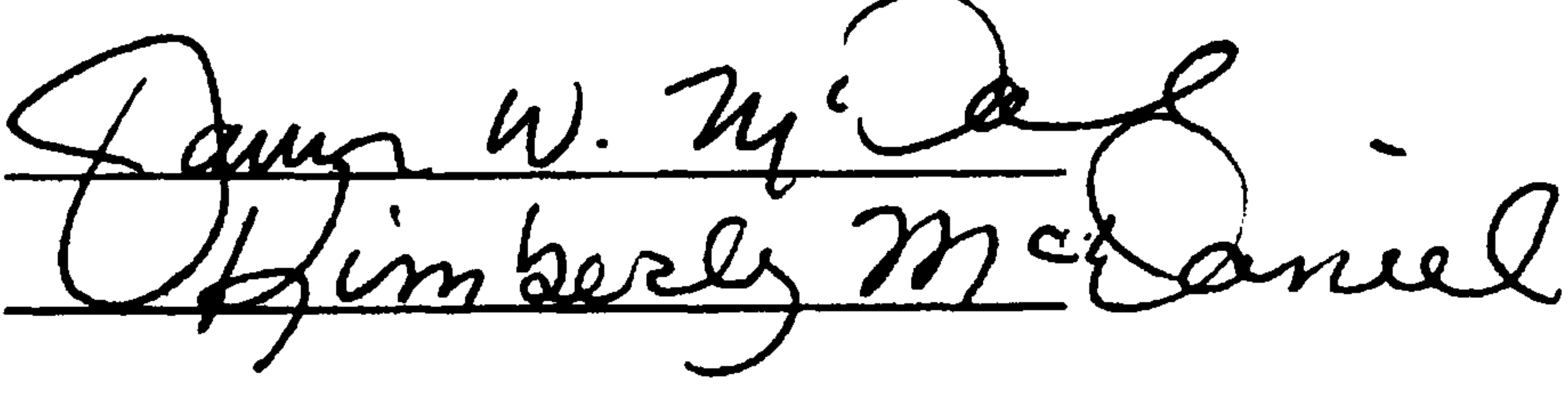
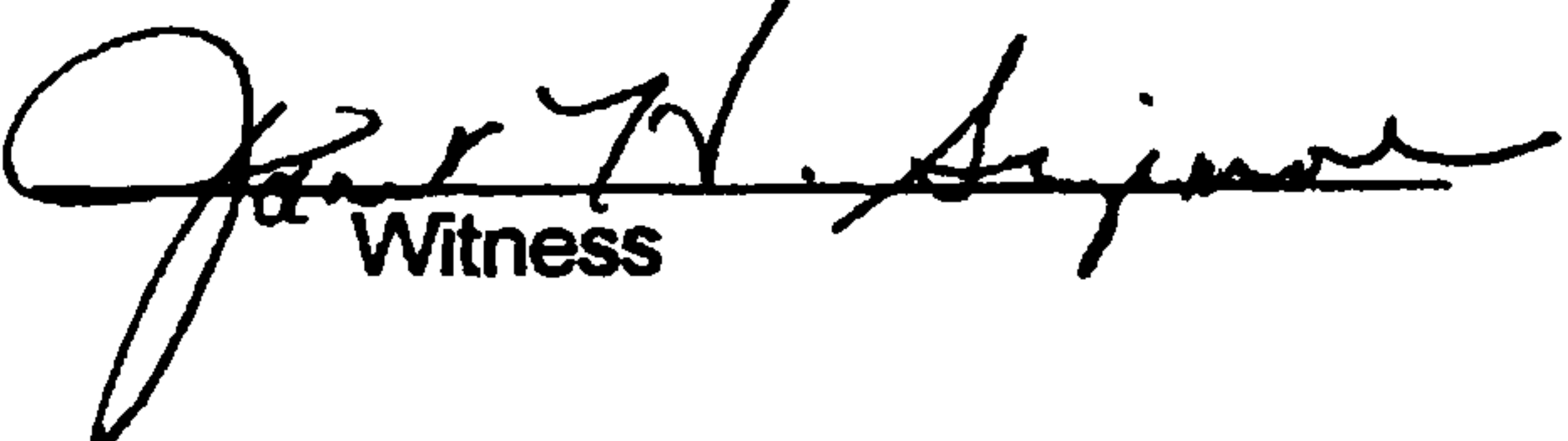
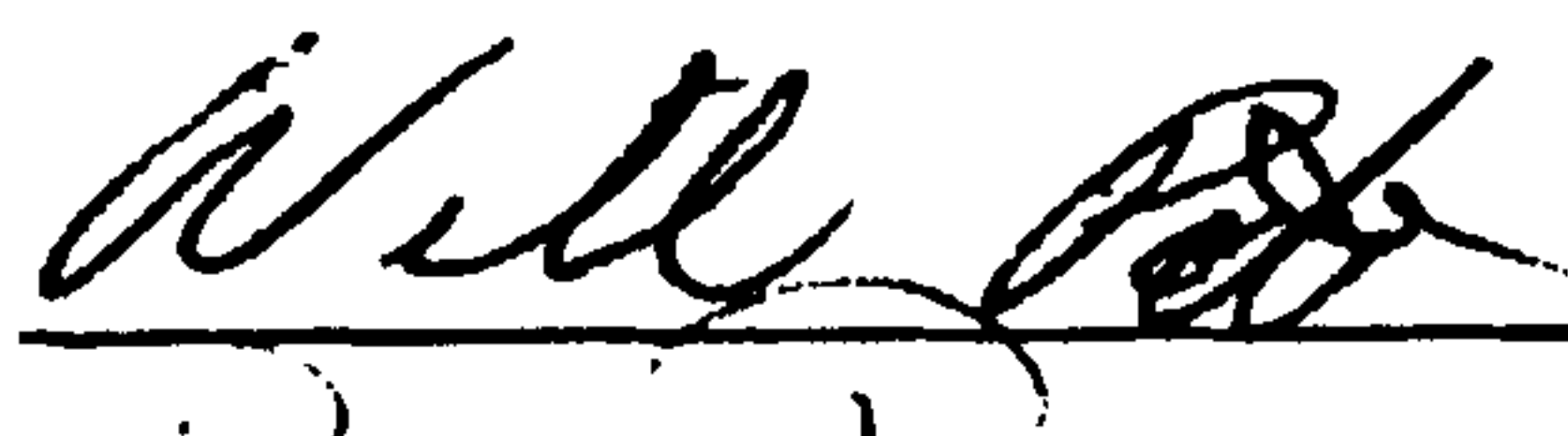
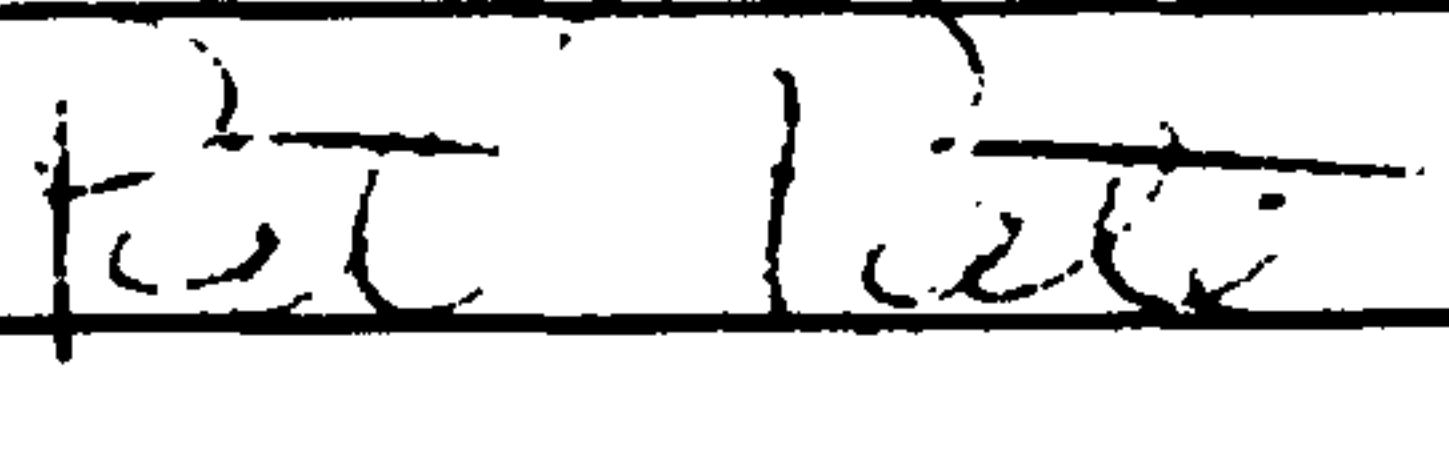
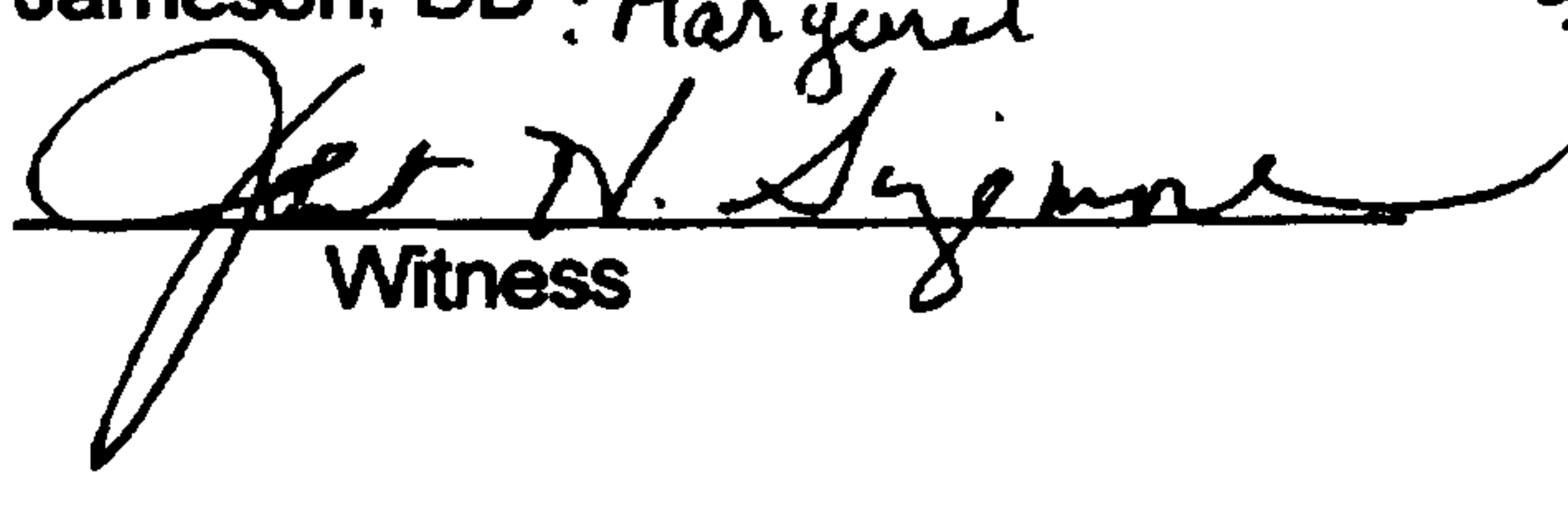
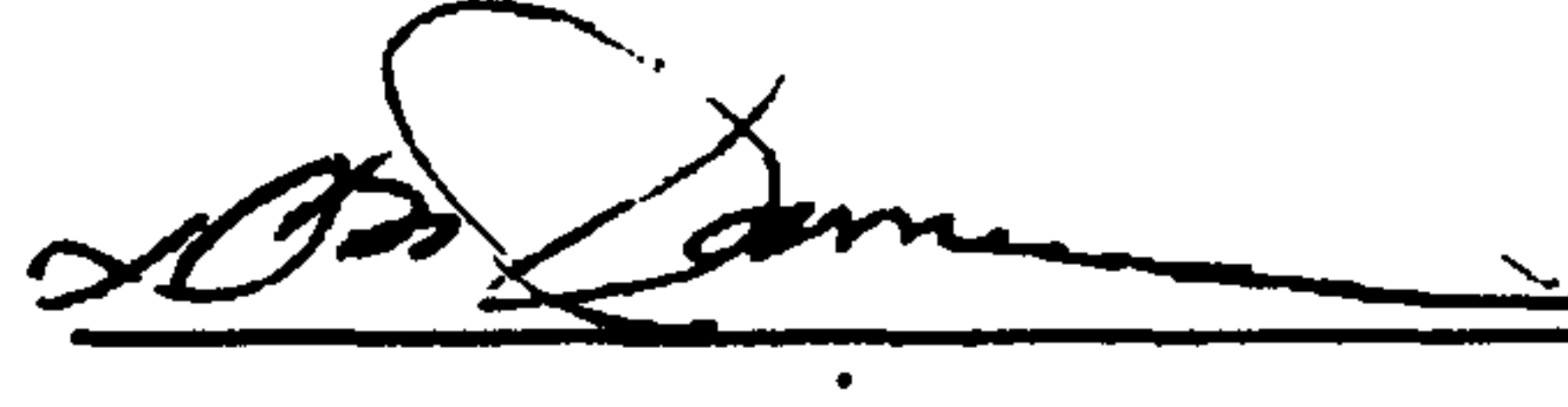
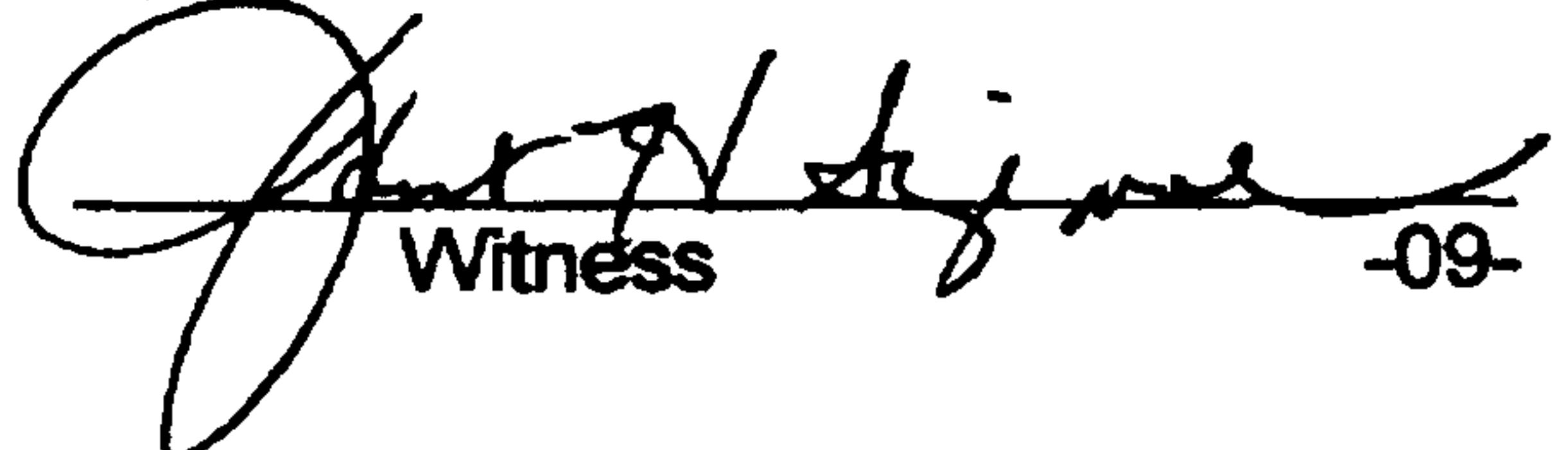


SECTOR TWO

③	USX  Witness	
4	Elmore, John & Rosemary 408 St. Annes Drive  Witness	
5A	Floyd Minnie ; Davey, Charlotte - Starkey 516 St. Annes Circle  Witness	
6	Aiken, David & Lana 512 St. Annes Circle  Witness	



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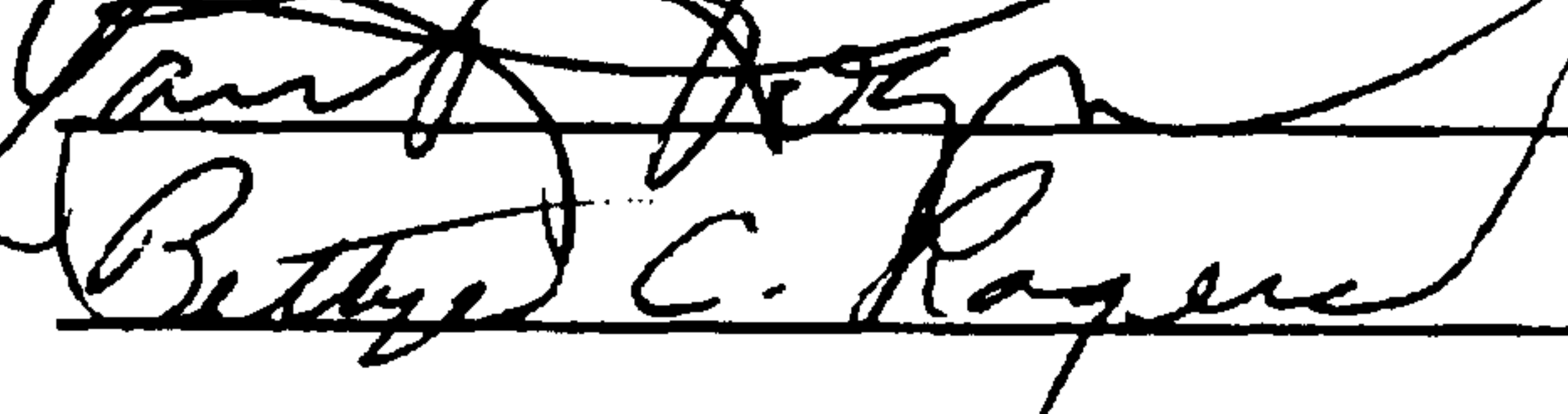
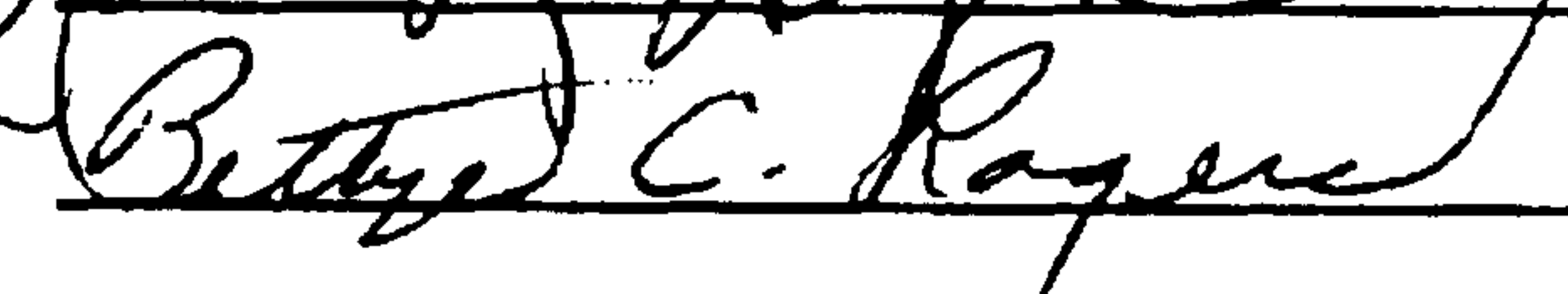
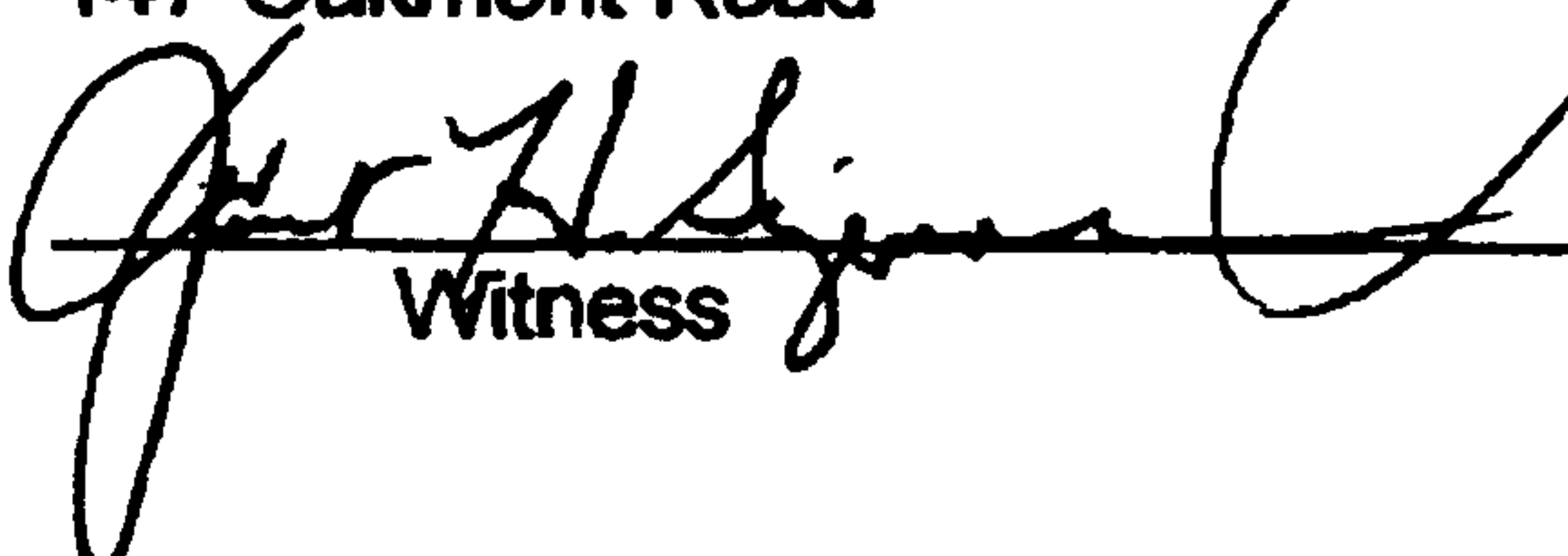
LOT #	NAME/ADDRESS	SIGNATURES (Sector 2)
7A	Mudano, Mario 508 St. Annes Circle  Witness	
8	Burt, Robert & Carol 504 St. Annes Circle _____ Witness	_____ _____
9	Harrison, Terry Stiles 412 St. Annes Drive  Witness	
10	Flemming, Mike & Ruth 416 St. Annes Drive  Witness	 
11	Parrish, Steven & Valorie 420 St. Annes Drive  Witness	 
12	Chenoweth, David & Kay 421 St. Annes Drive  Witness	 
13	Mele, Melvin & Linda 413 St. Annes Drive  Witness	 

LOT #	NAME/ADDRESS	SIGNATURES (Sector Two)
14A	Reid, Deborah 620 St. Annes Terrace  Witness	 _____
16A	Milstead, Clinton Eunice G. 612 St. Annes Terrace  Witness	 _____
17A	McDaniel, Kimberly 608 St. Annes Terrace  Witness	 _____
18	Walker, John & Molly 604 St. Annes Terrace _____ Witness	_____ _____
19	Pate, Will & Pat 409 St. Annes Drive UNDER CONSTRUCTION  Witness	  _____
20A	McGraw, George & Mimi 140 Oakmont Road _____ Witness	_____ _____
21AB	Jameson, DB Margaret  Witness	 Margaret P. Jameson
23AB	Dowd, Charles & Carol 152 Oakmont Road  Witness	  _____



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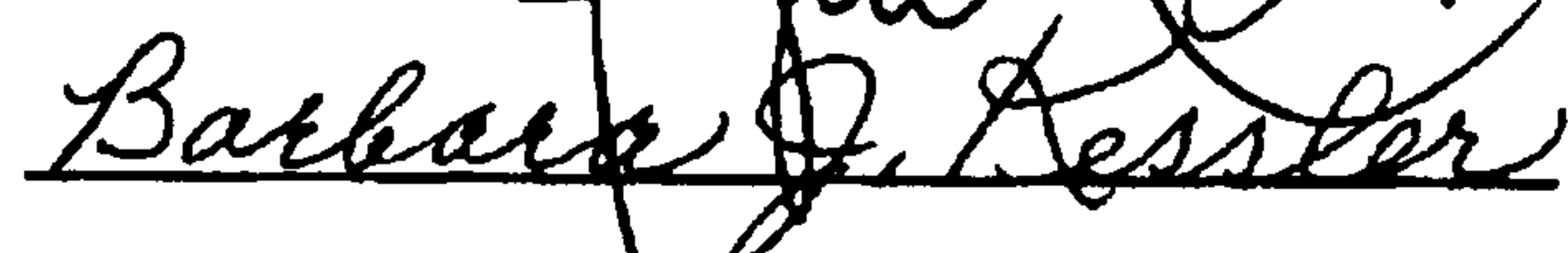
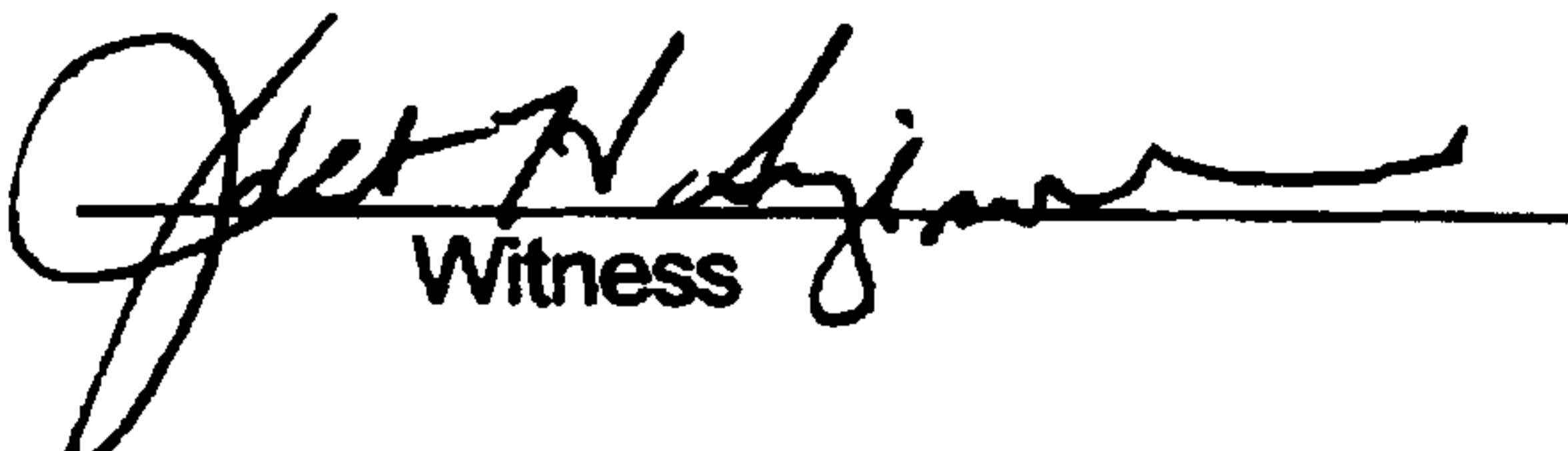
LOT #	NAME/ADDRESS	SIGNATURES (Sector Two)
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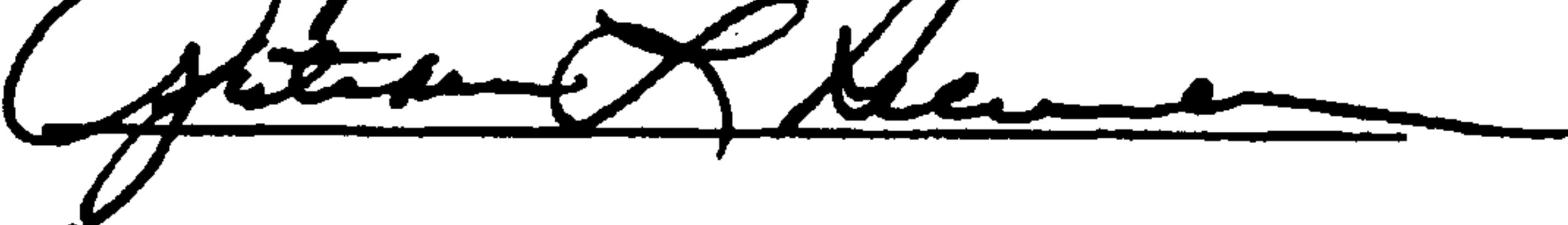
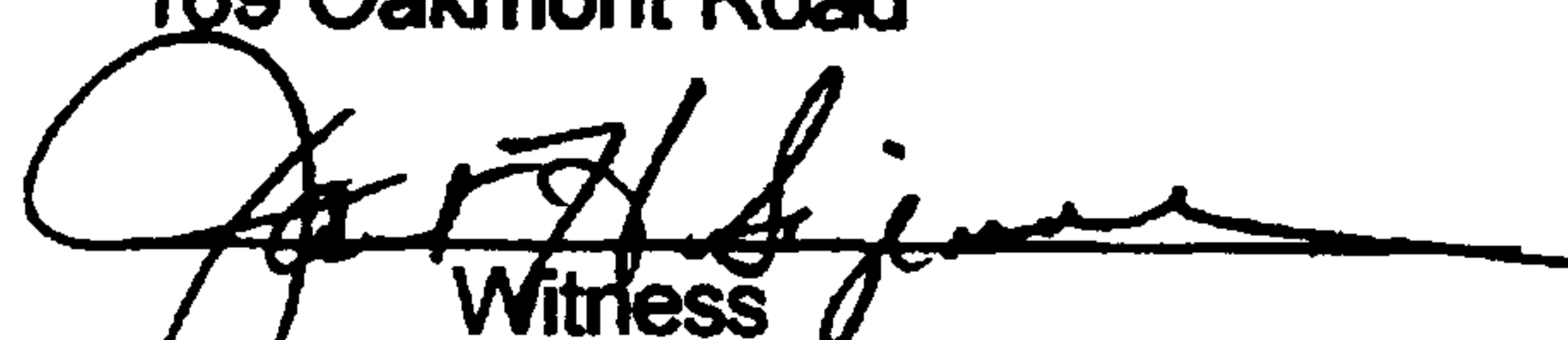
24A	Rogers, James & Bettye 147 Oakmont Road	 
	 Witness	

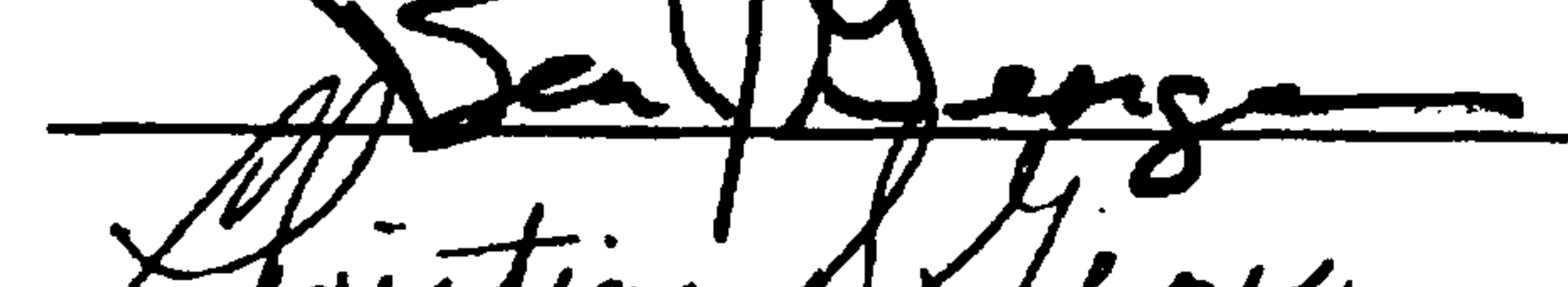
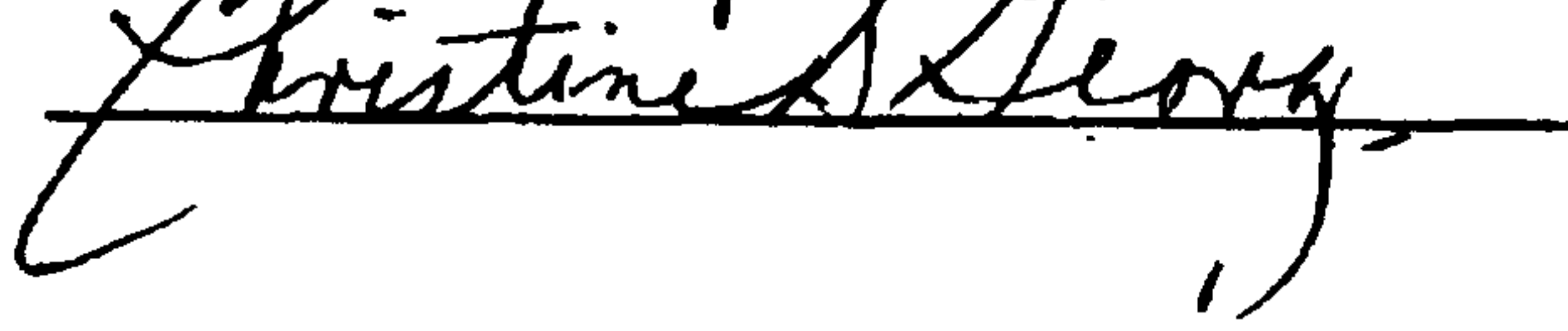
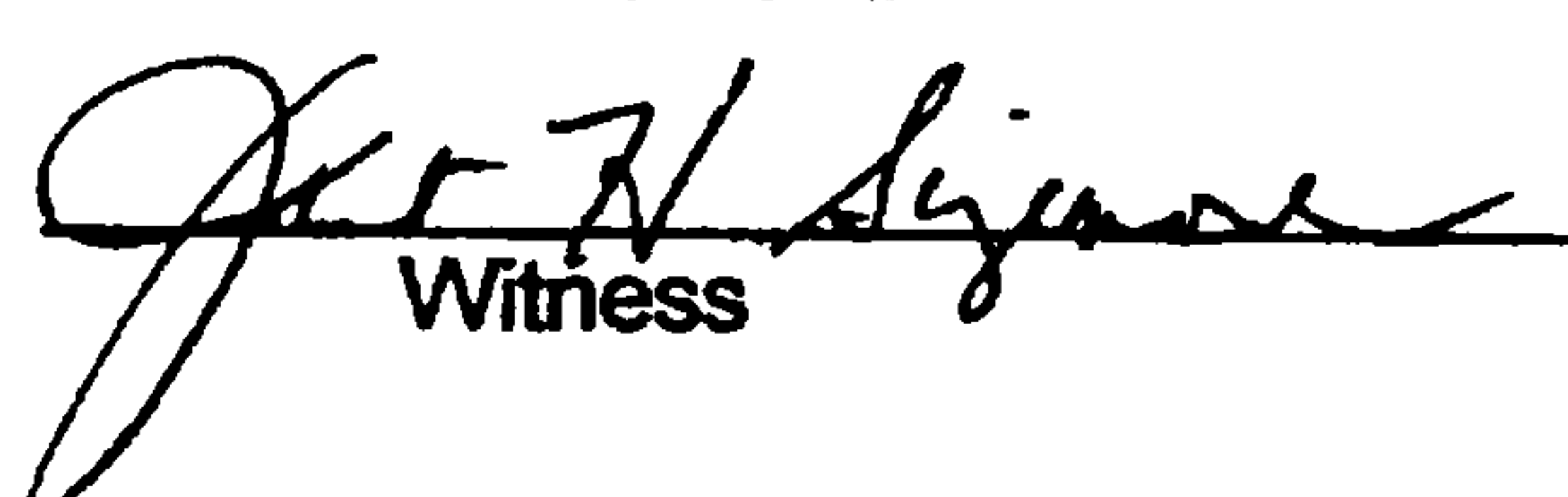
26A	Clark, James & Cheryl & Ruth 145 Oakmont Road	
	 Witness	

28A	Nola, Paul Joseph & Brenda 141 Oakmont Road	
	 Witness	

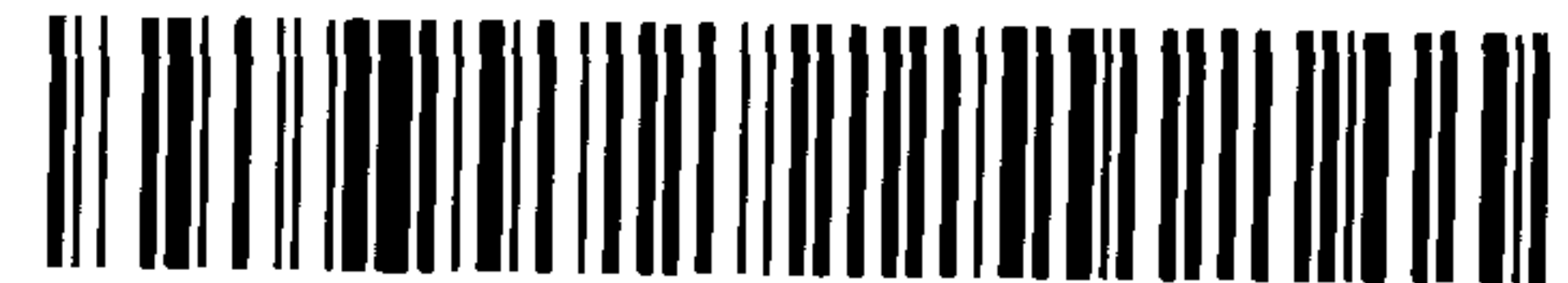
SECTOR THREE

2	Kessler, Stephen & Barbara 165 Oakmont Road	 
	 Witness	


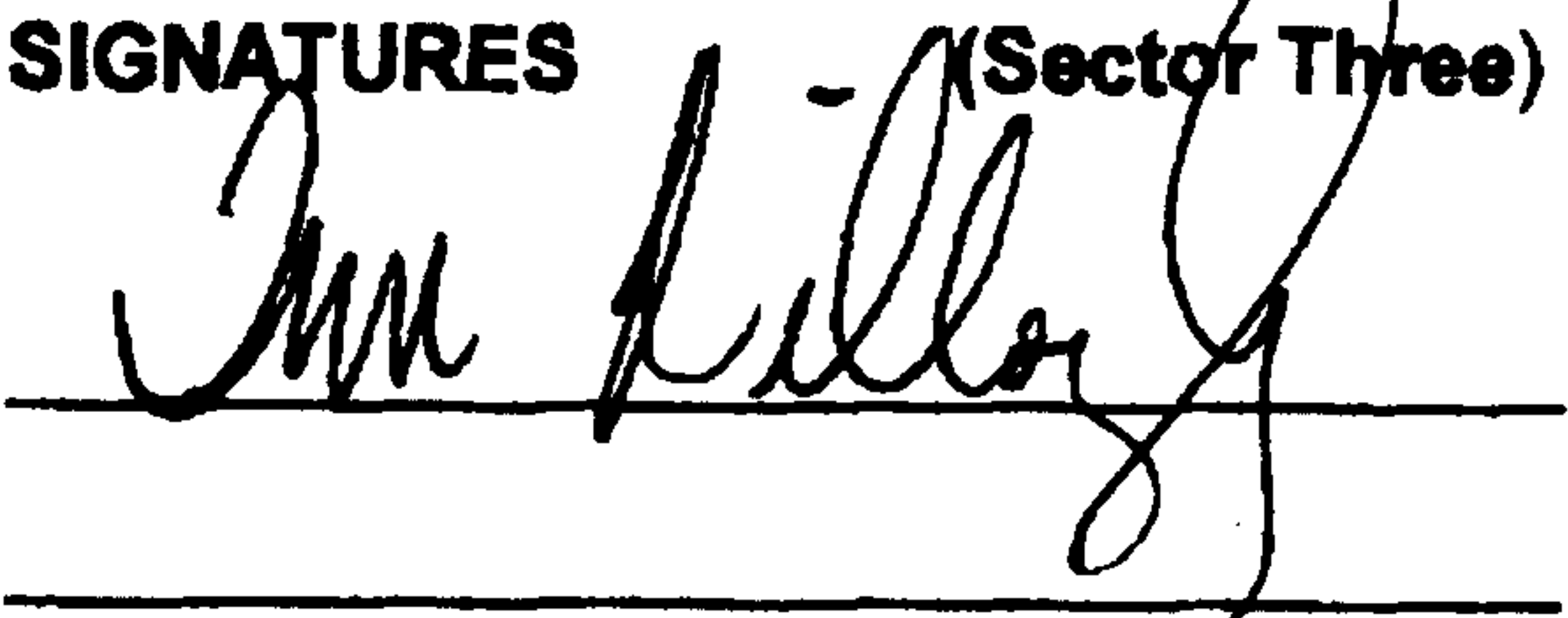
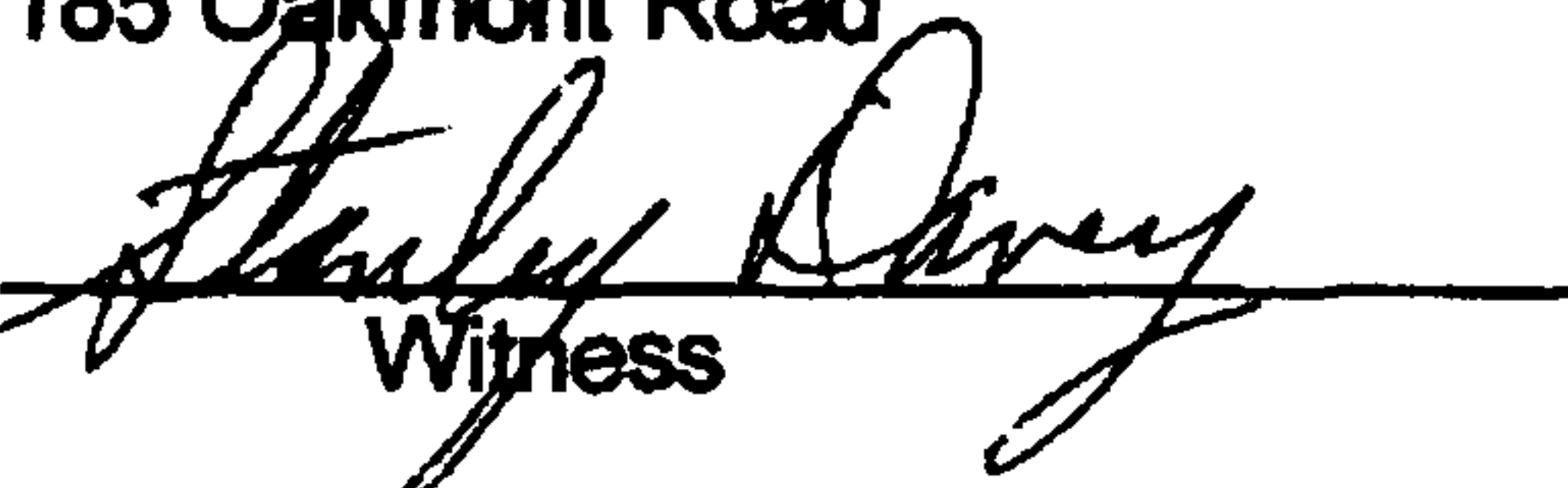
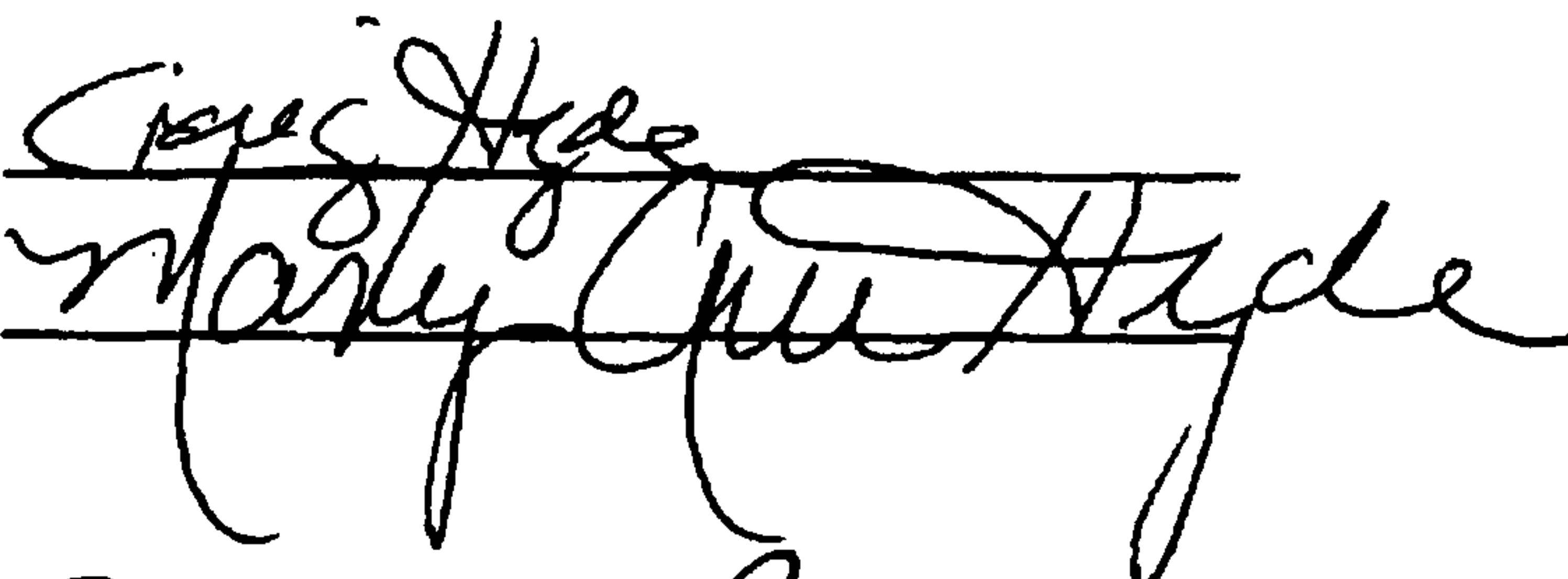
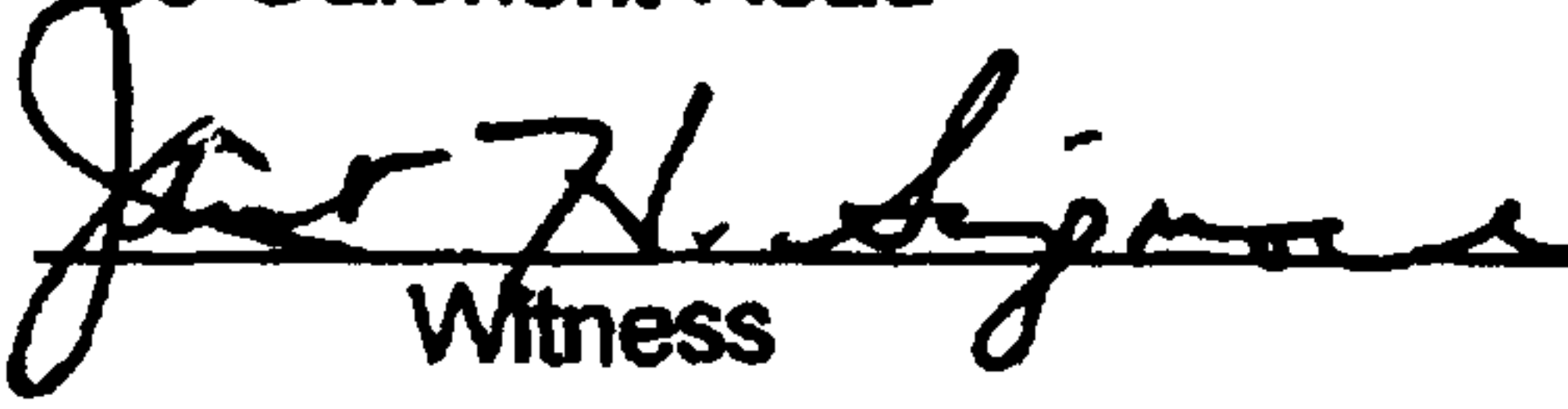
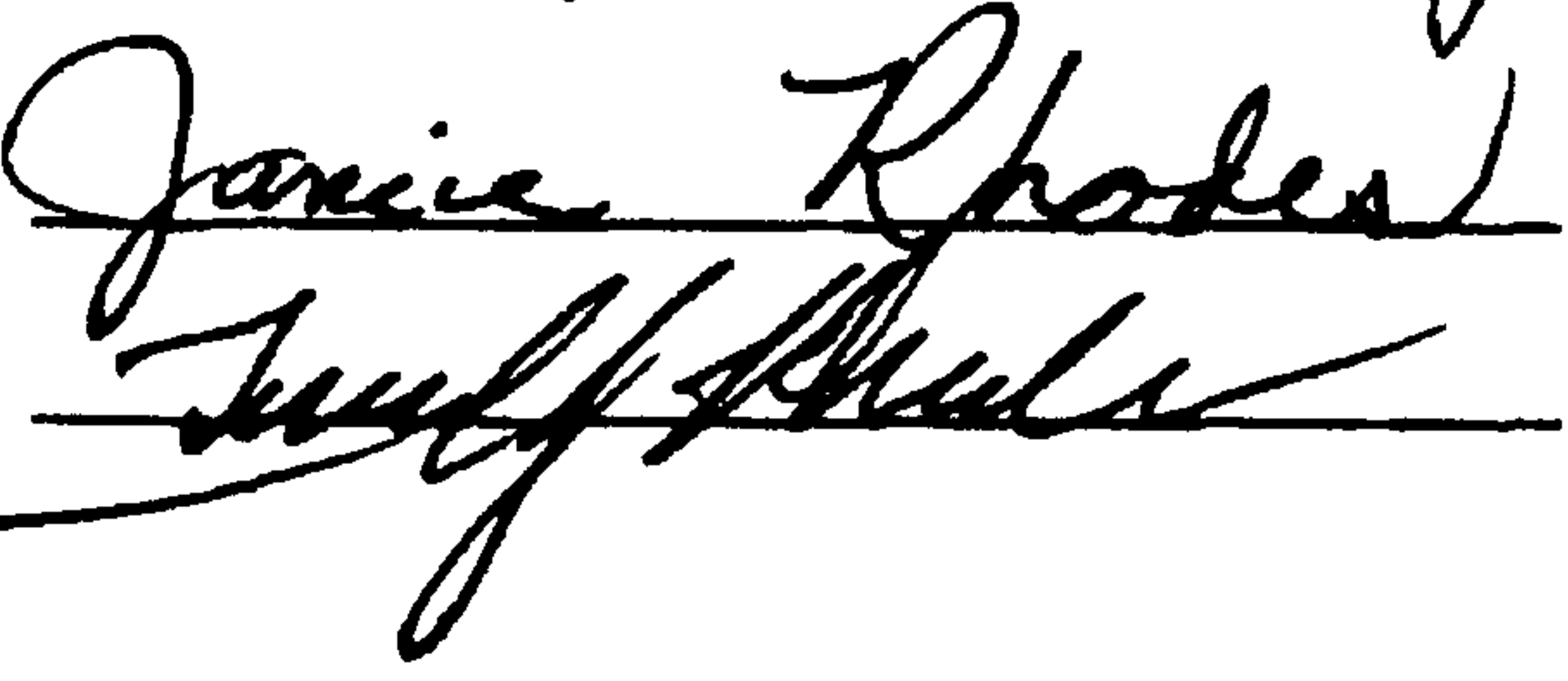

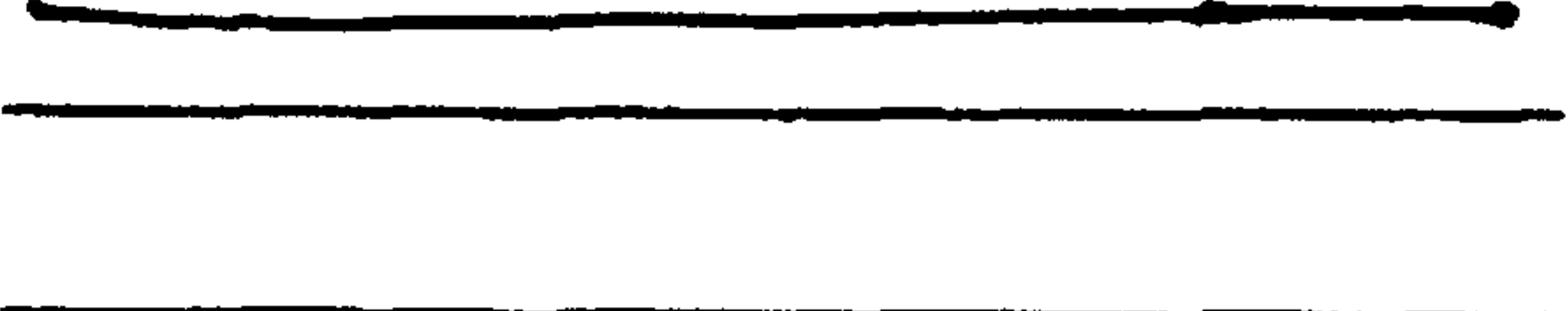
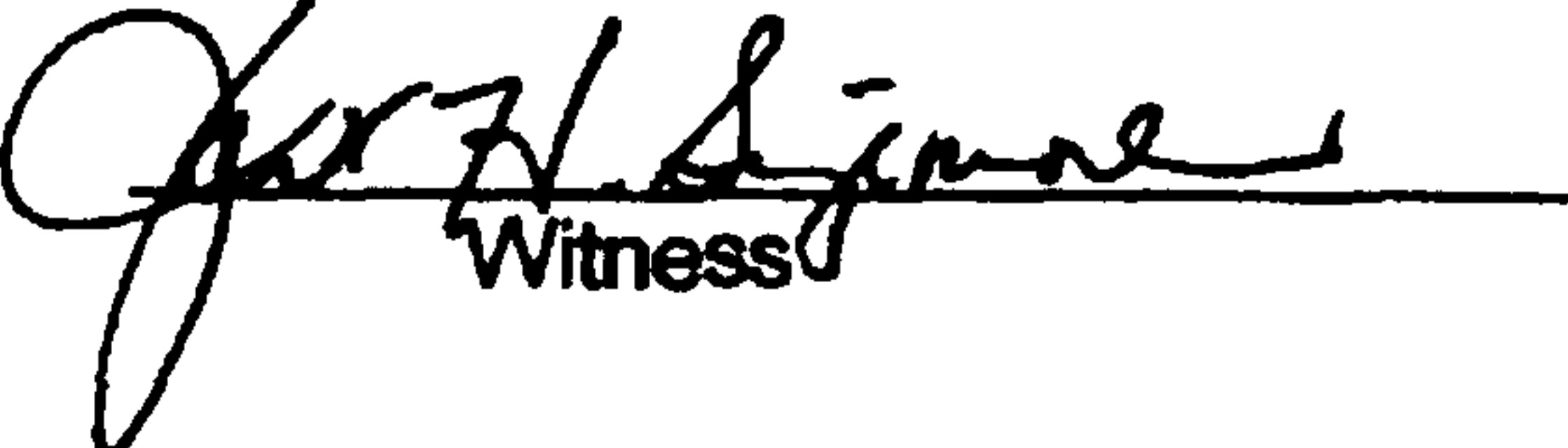
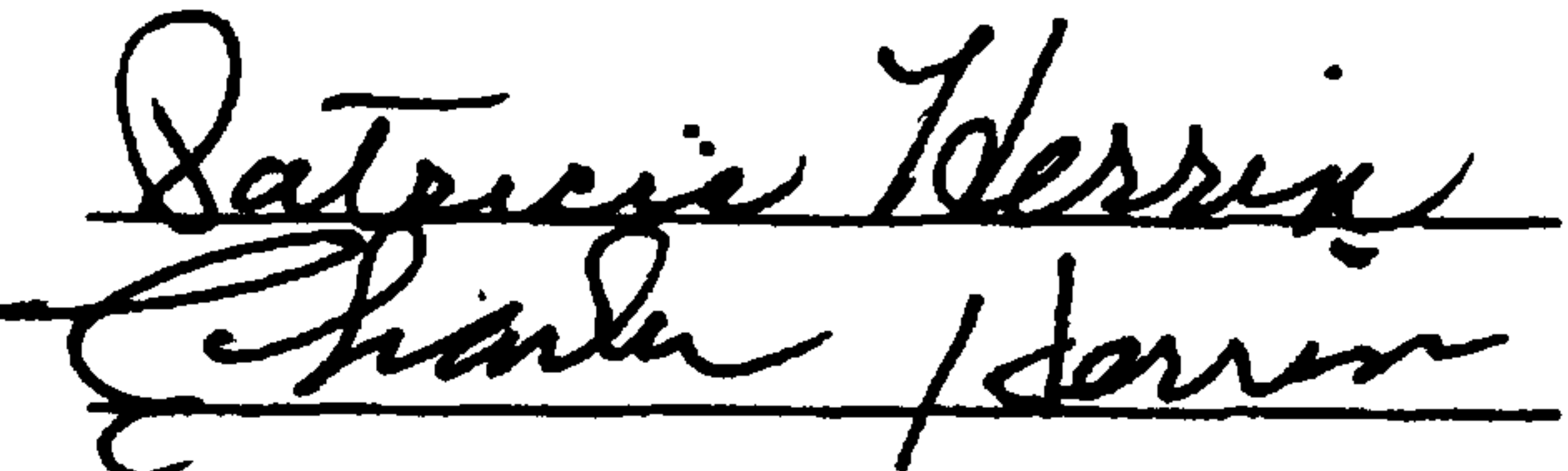
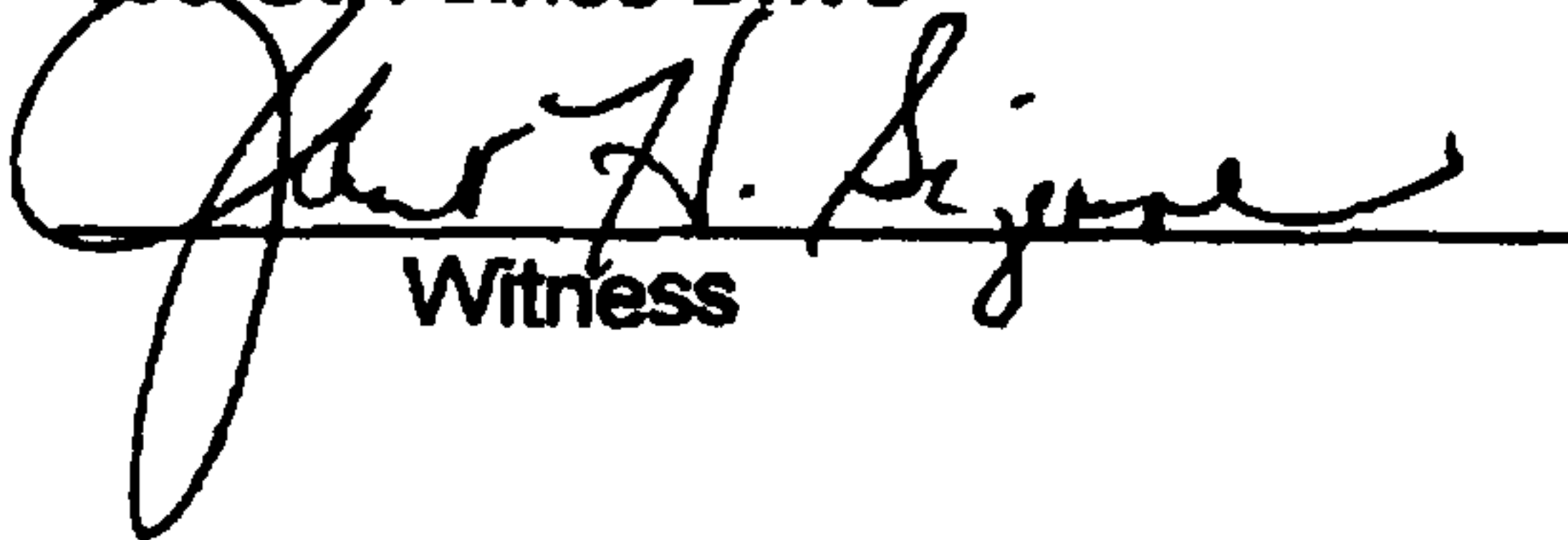
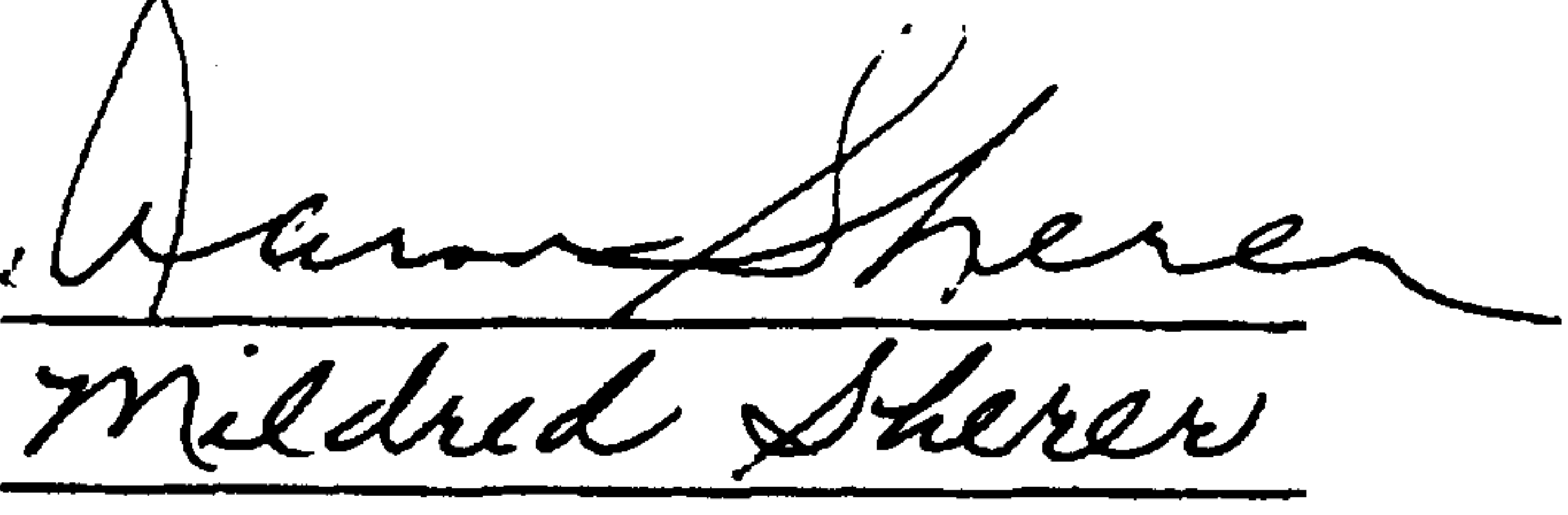
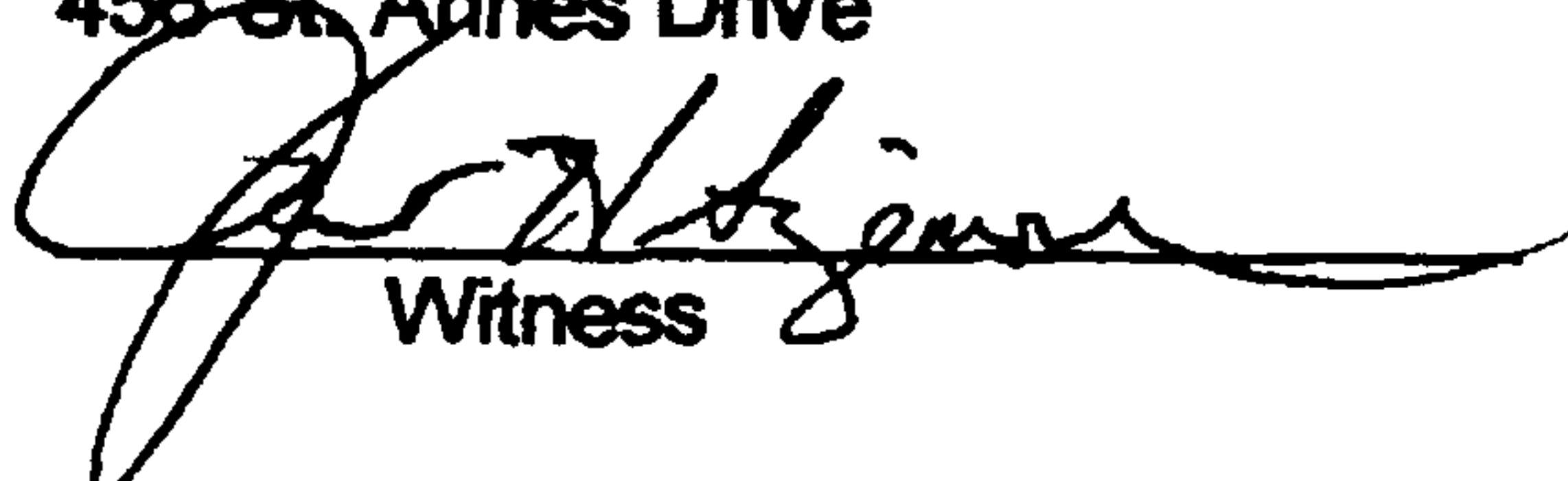
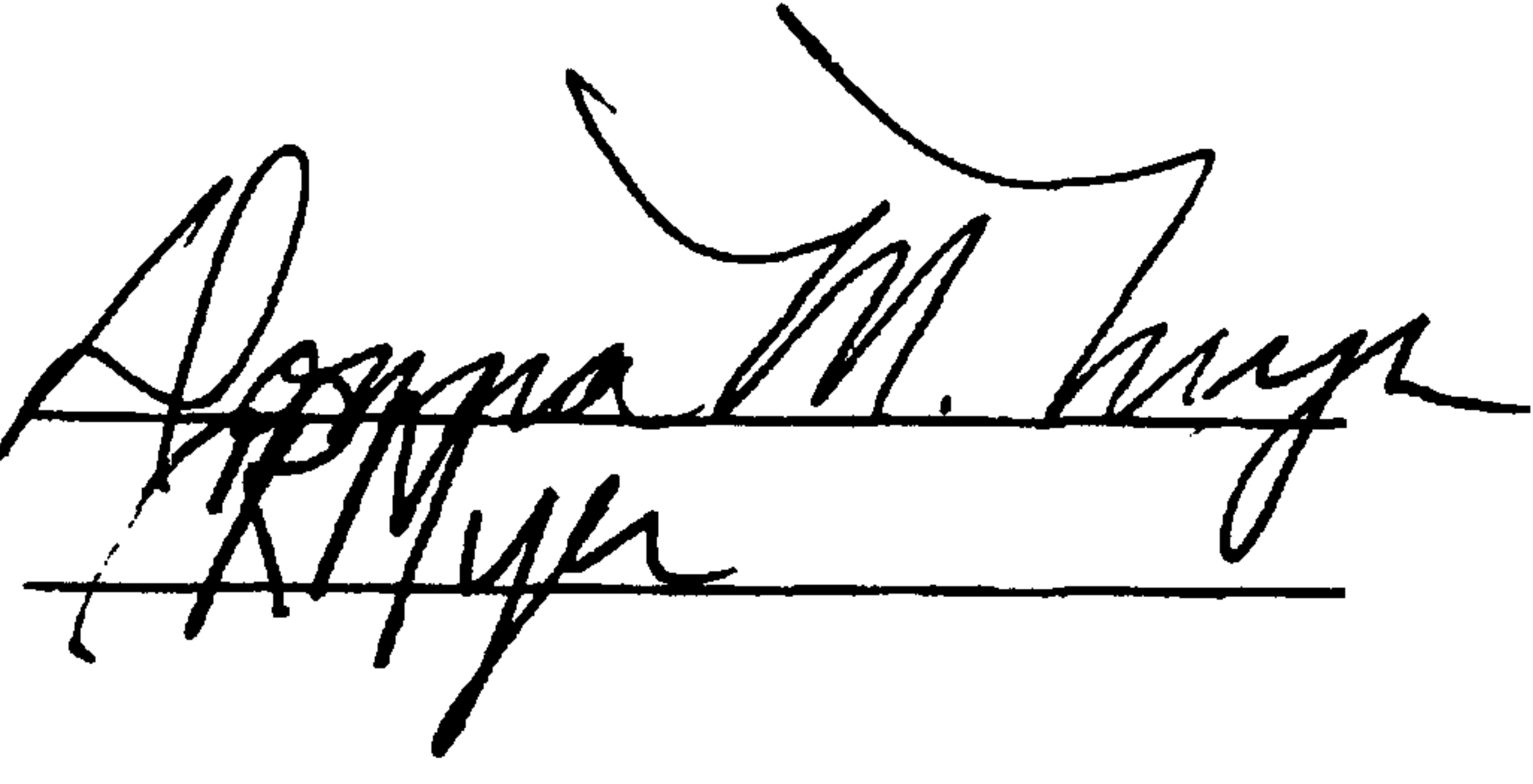
3	Reach, William & Gretchen 169 Oakmont Road	 
	 Witness	

4	George, Ben & Christine 173 Oakmont Road	 
	 Witness	

5	Mackey, Shelby & Debra 177 Oakmont Road	
	 Witness	

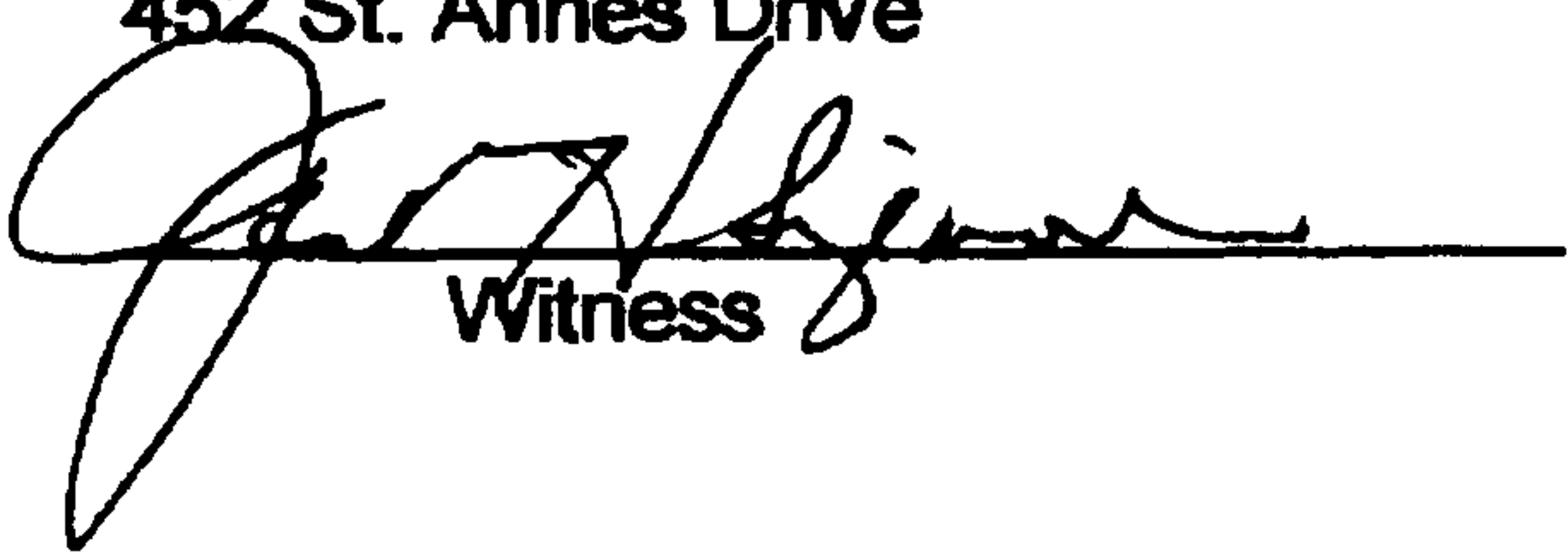

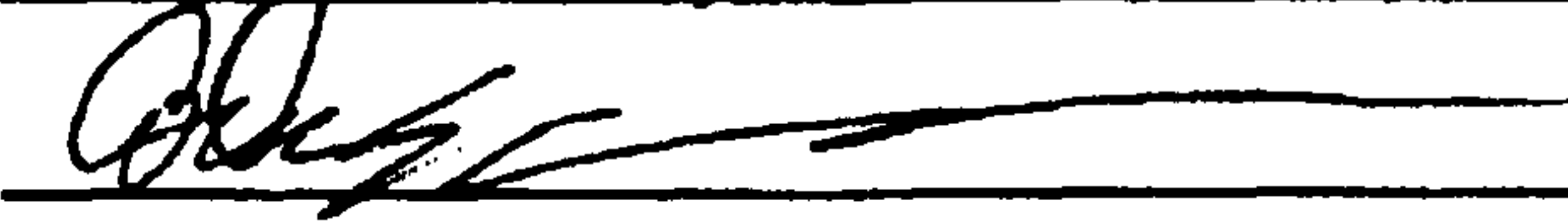
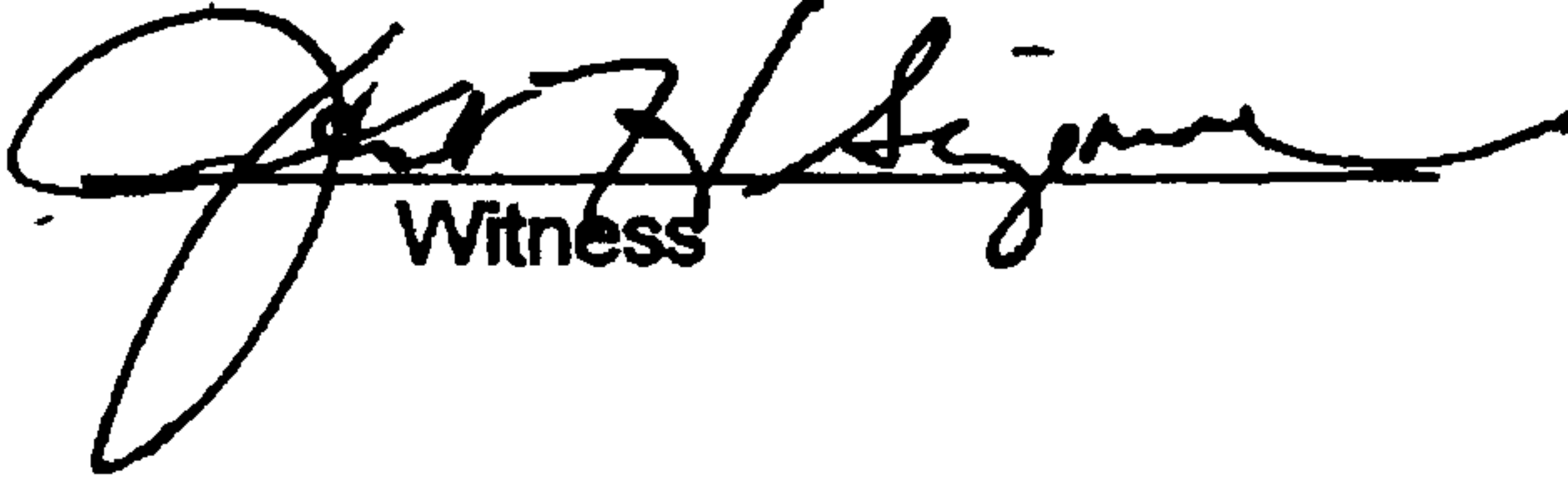


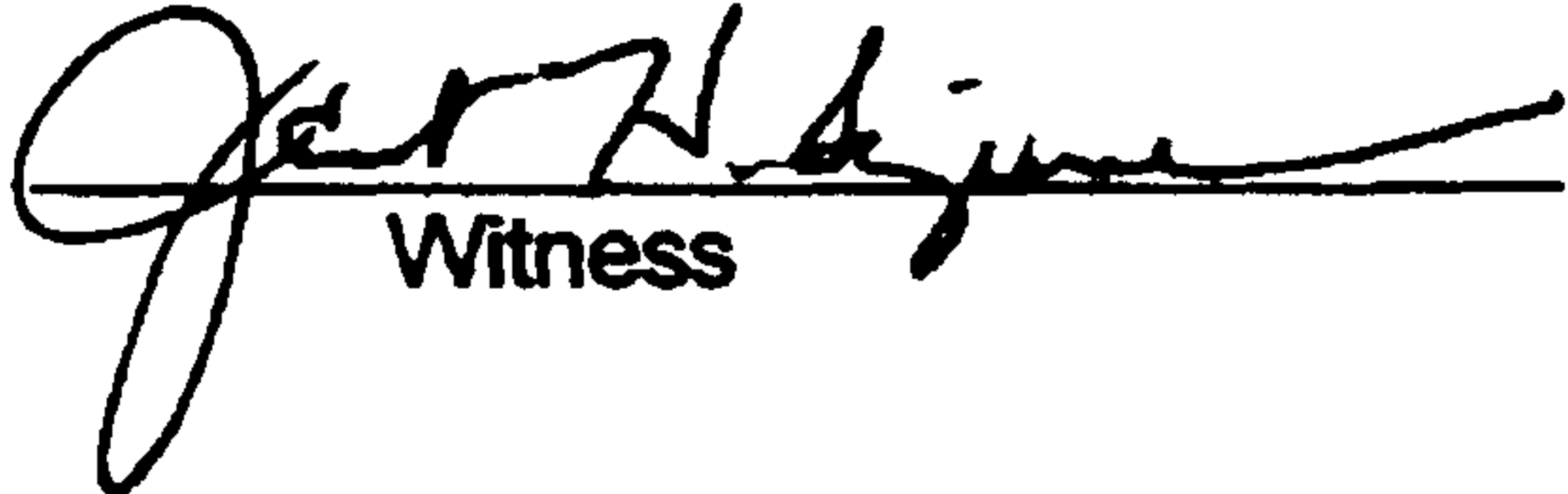

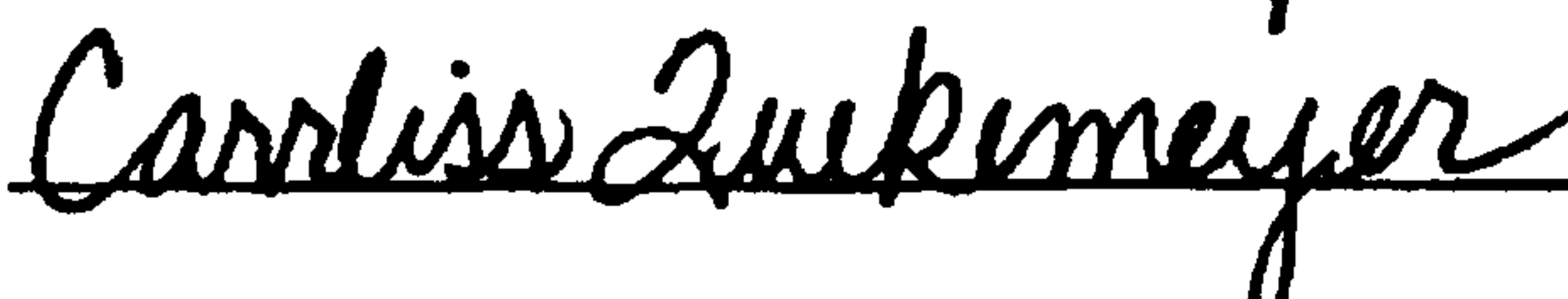
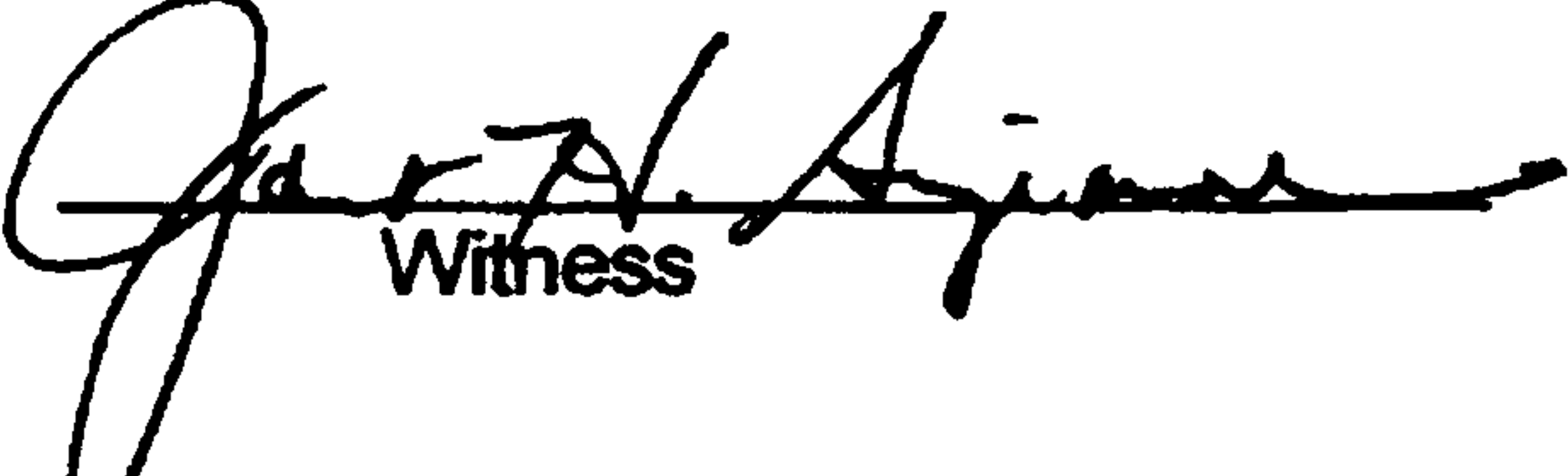

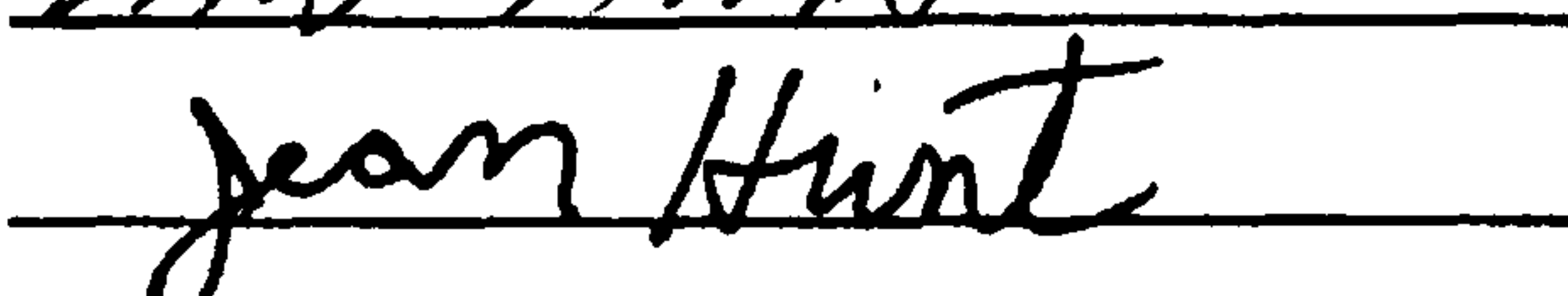
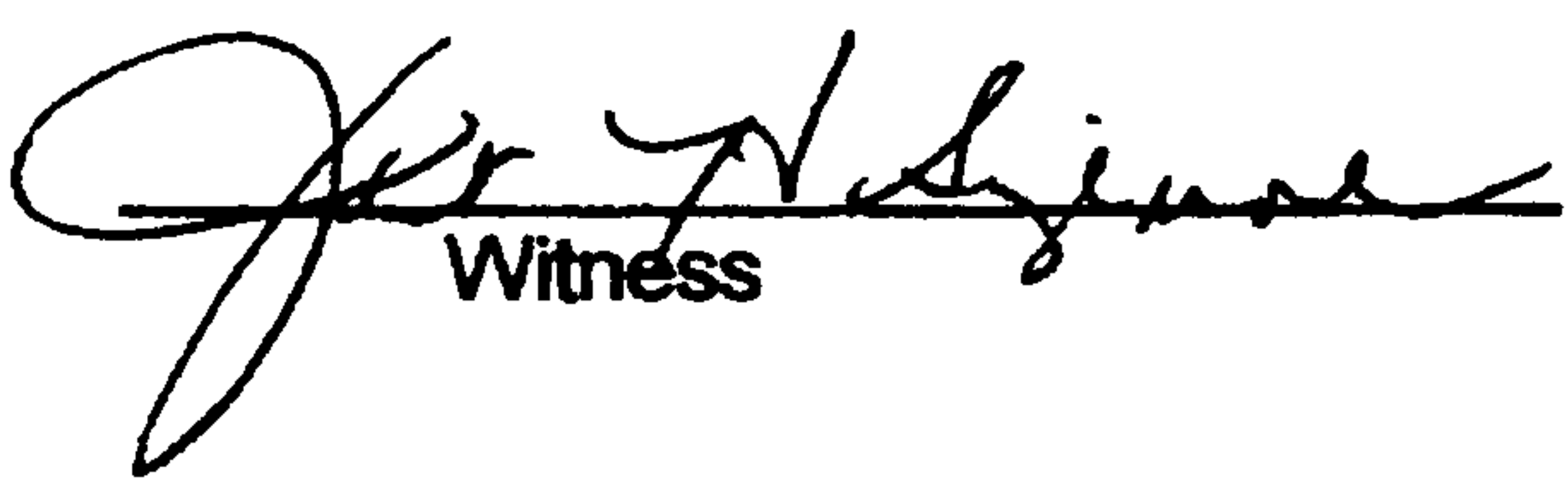

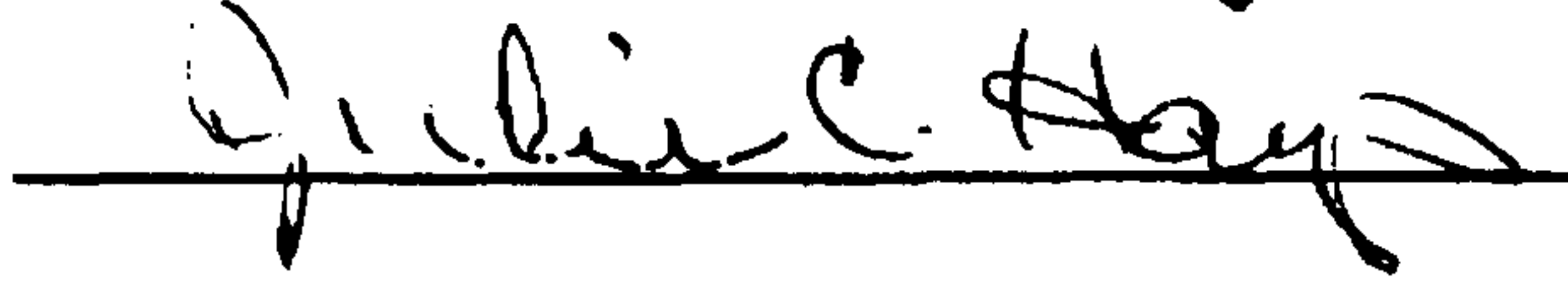
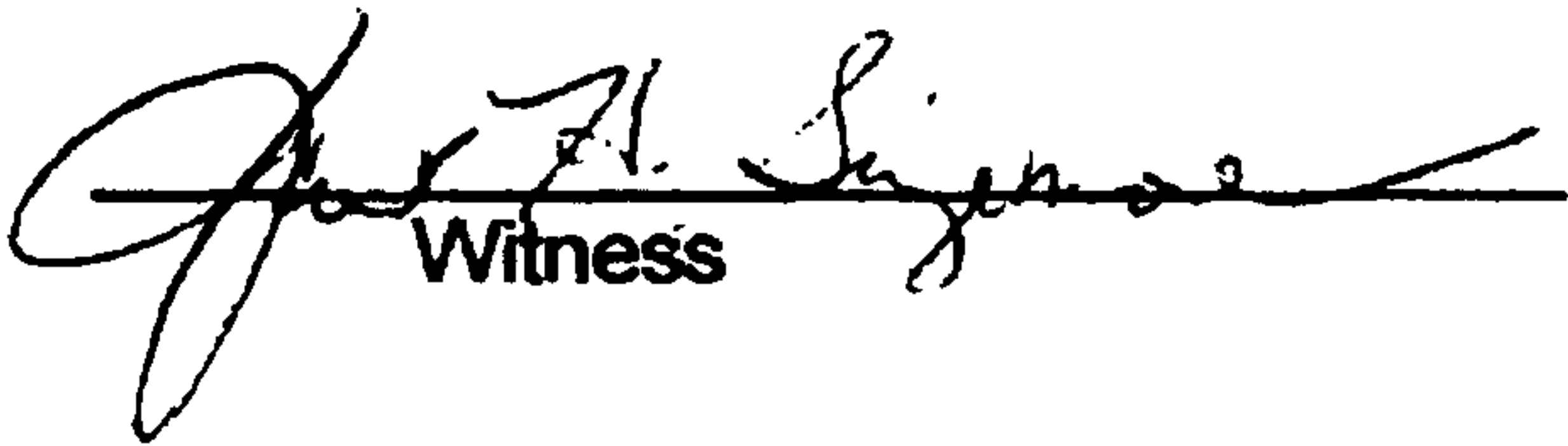

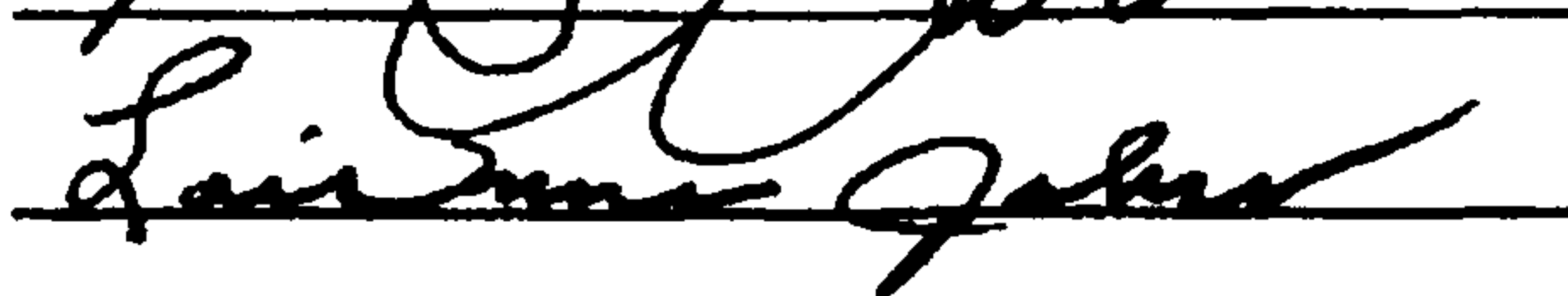
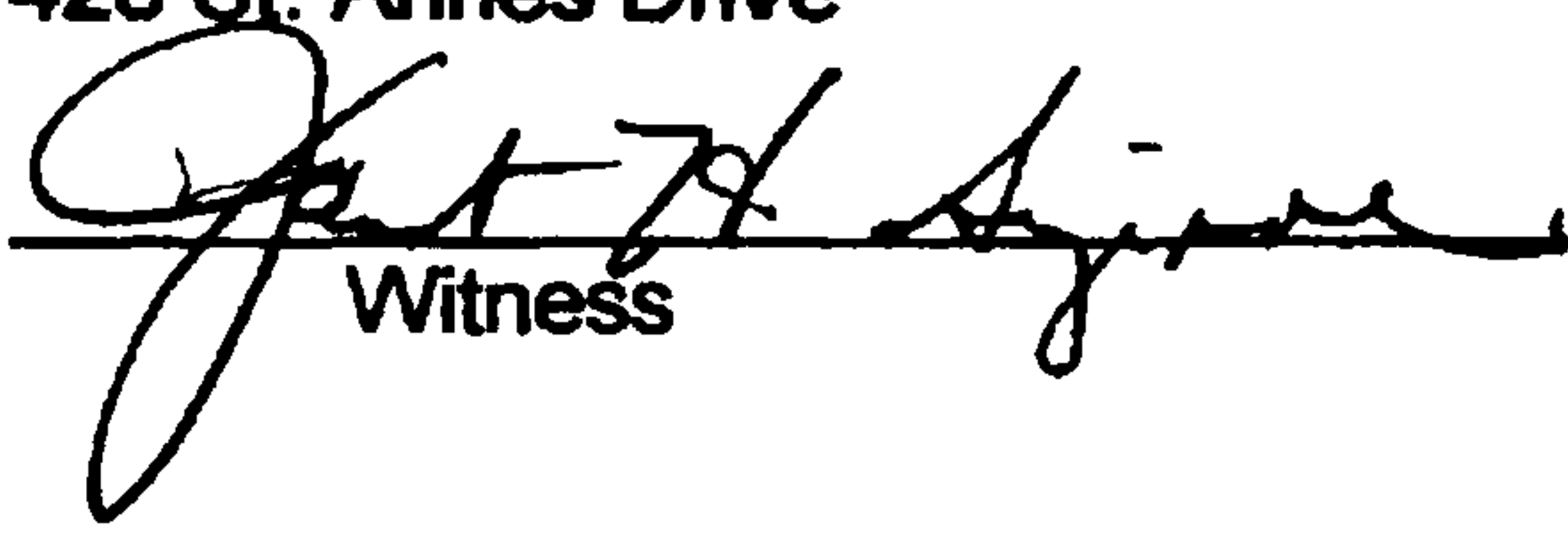

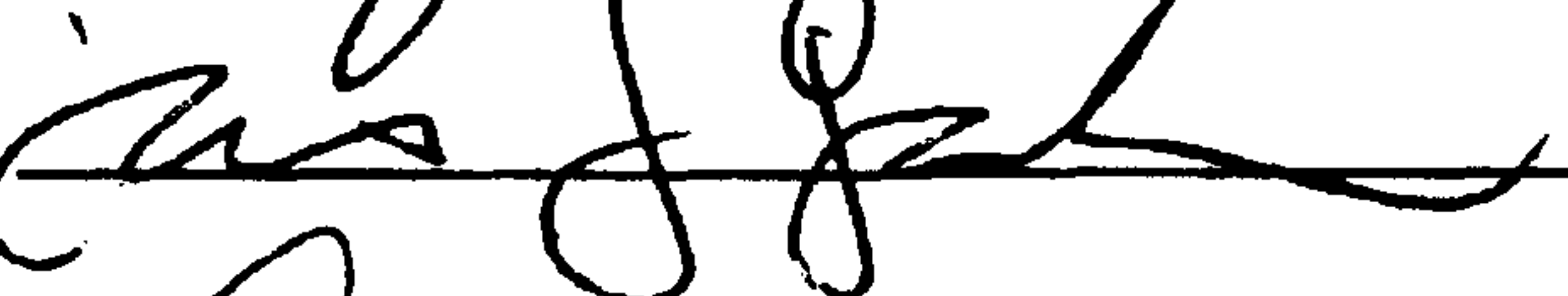
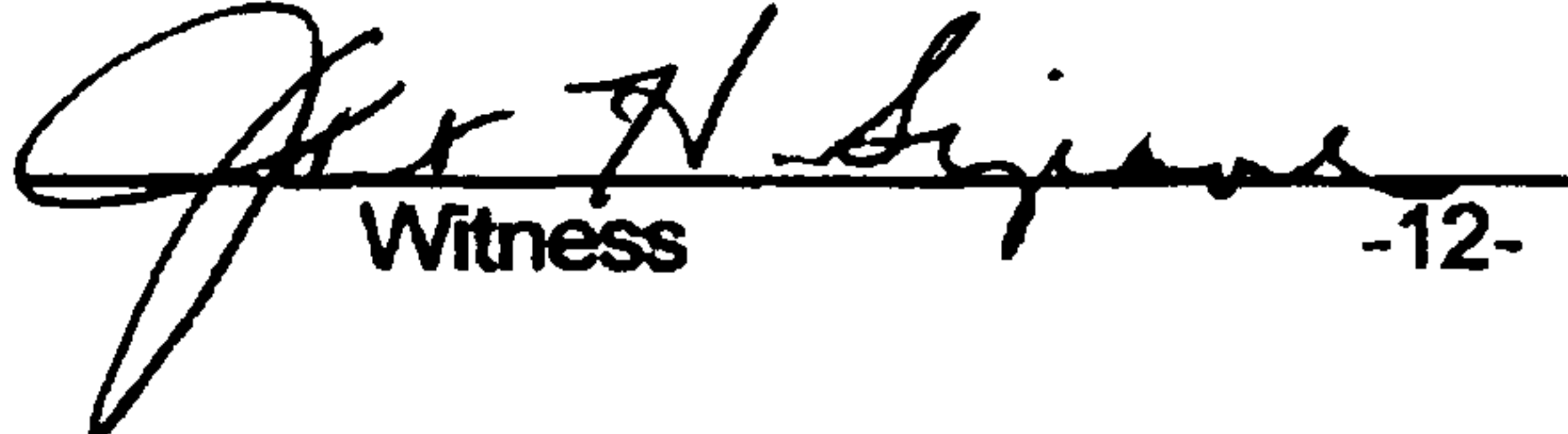
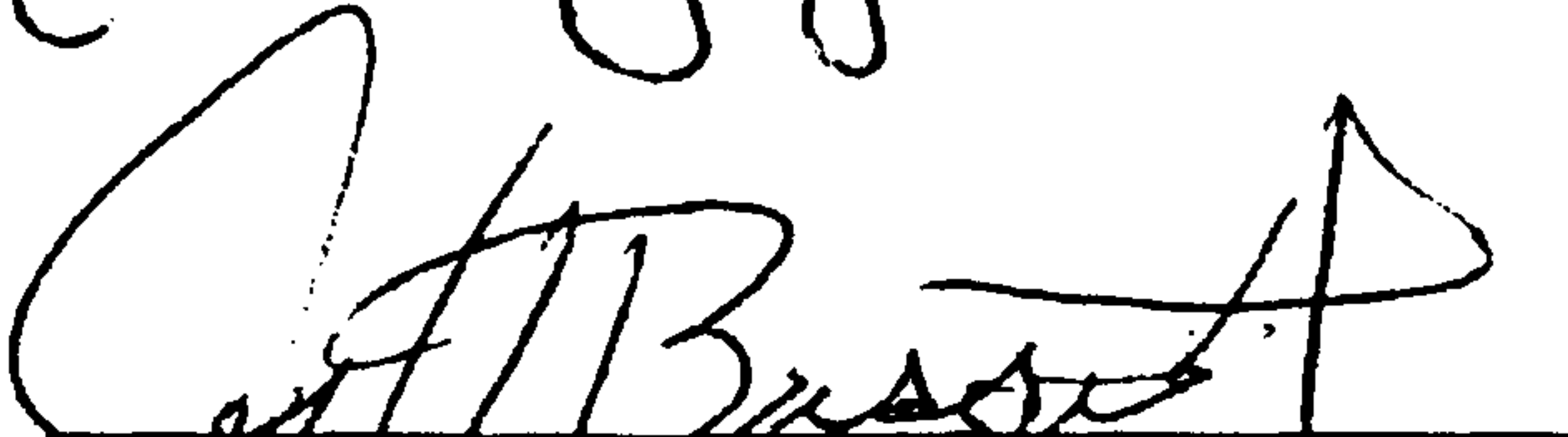
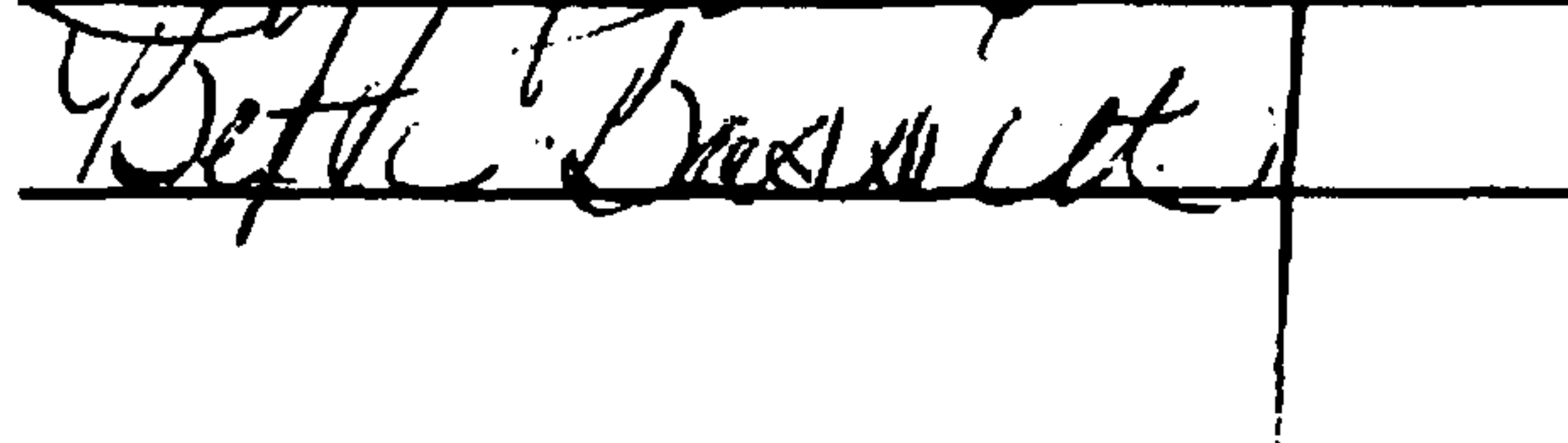


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LOT #	NAME/ADDRESS	SIGNATURES - (Sector Three)
6	Willoughby, Timothy 181 Oakmont Road  Witness	
7	Hyde, Craig & Mary Ann 185 Oakmont Road  Witness	
8	Rhodes, Janice 189 Oakmont Road  Witness	
9	Whitlock, John 193 Oakmont Rd	
10	Scorey, Steve & Cheryl (Lot Owner) Oakmont Terrace  Witness	
11	Herrin, Charles & Patricia 308 Oakmont Terrace  Witness	
12	Sherer, Aaron & Mildred 460 St. Annes Drive  Witness	
13	Myer, Chalmer & Donna 456 St. Annes Drive  Witness	



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Shelby Cnty Judge of Probate, AL
01/11/2007 10:08:28AM FILED/CERT

LOT #	NAME/ADDRESS	SIGNATURES (Sector Three)
14	Lewis, James & Cora 452 St. Annes Drive  Witness	 
15	Wilson, Robert & Carol 448 St. Annes Drive  Witness	 
16	Quekemeyer, John & Carliss 444 St. Annes Drive  Witness	 
17	Hunt, Art & Jean 440 St. Annes Drive  Witness	 
18	Hays, Thomas & Julie 436 St. Annes Drive  Witness	 
19A	Jackson, B. J. & Loisanne 432 St. Annes Drive  Witness	 
20A	Jackson, James & Amy 428 St. Annes Drive  Witness	 
21	Bassett, Jeffrey & Bettye 424 St. Annes Drive  Witness	 

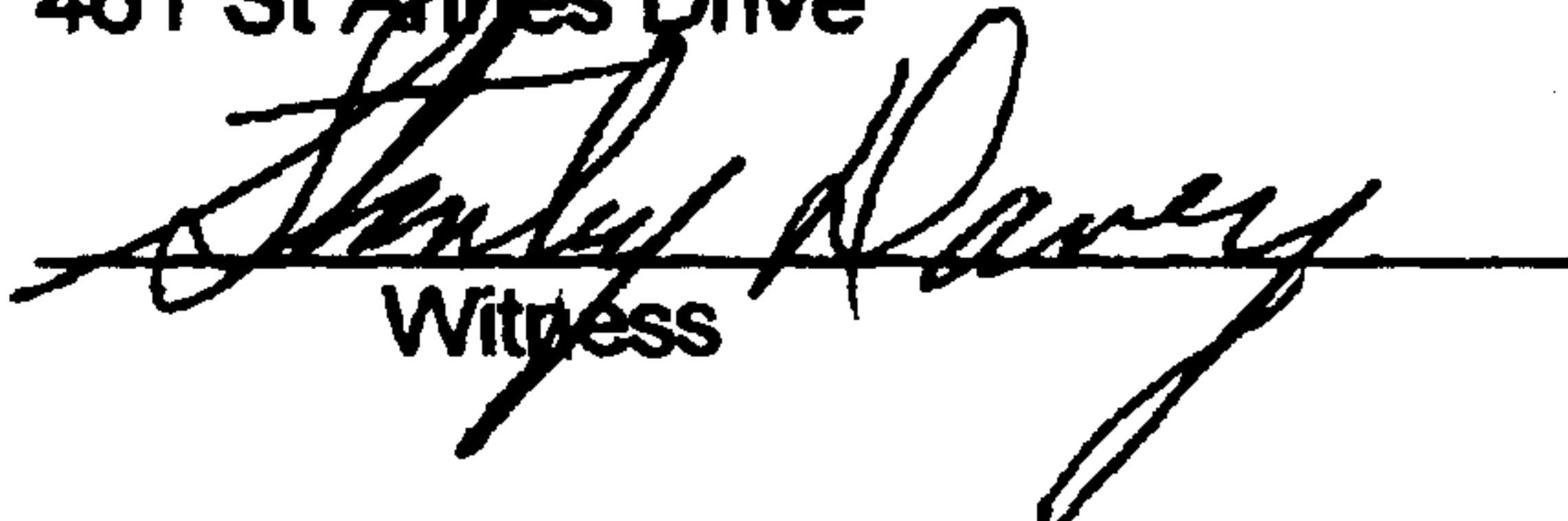
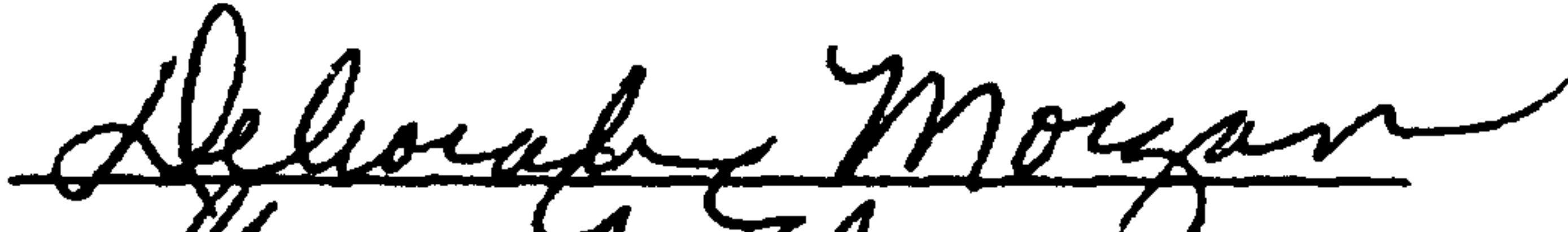
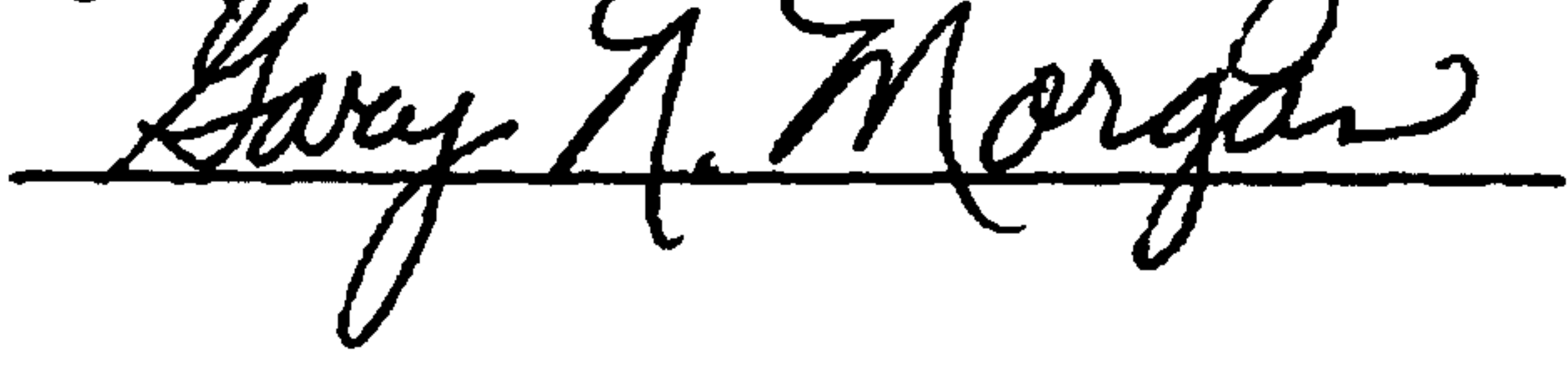
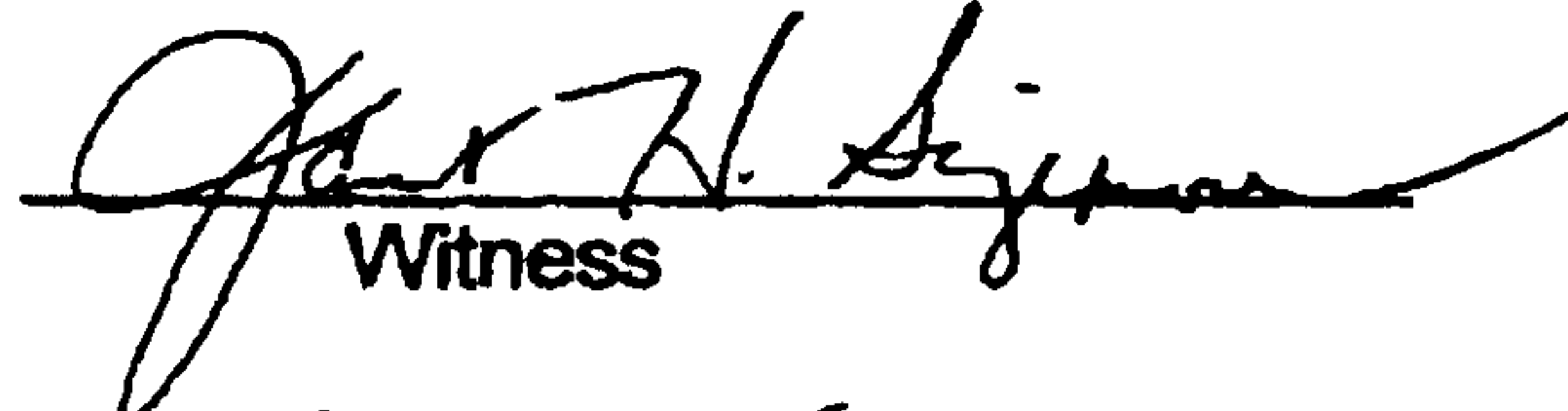

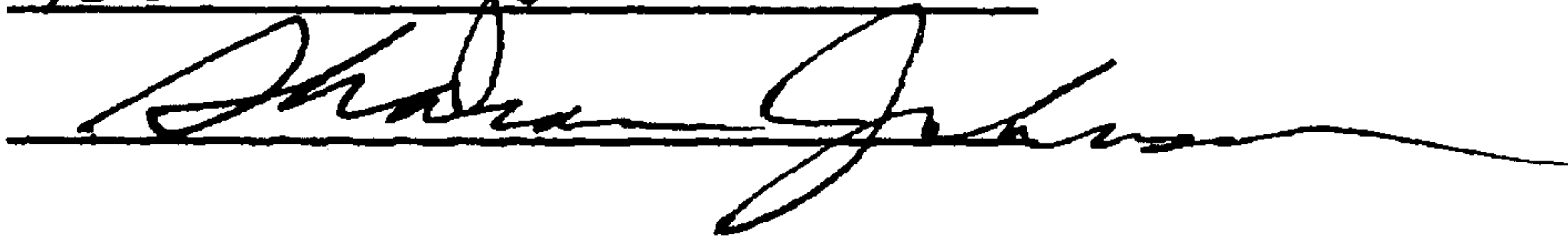
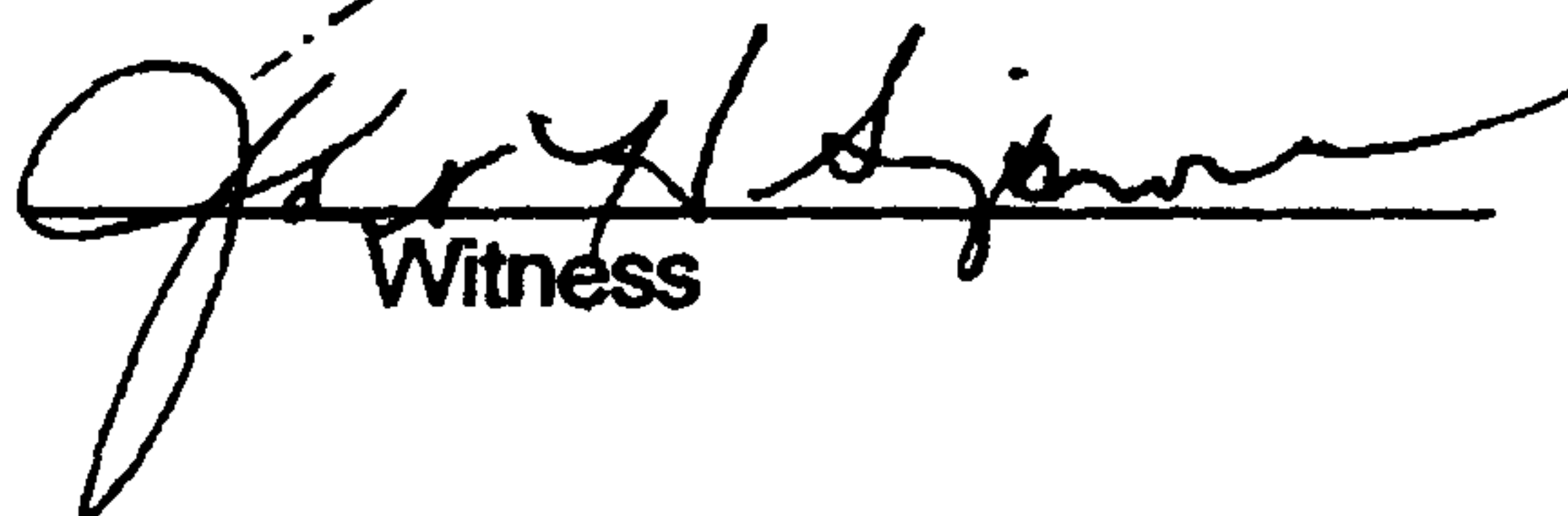
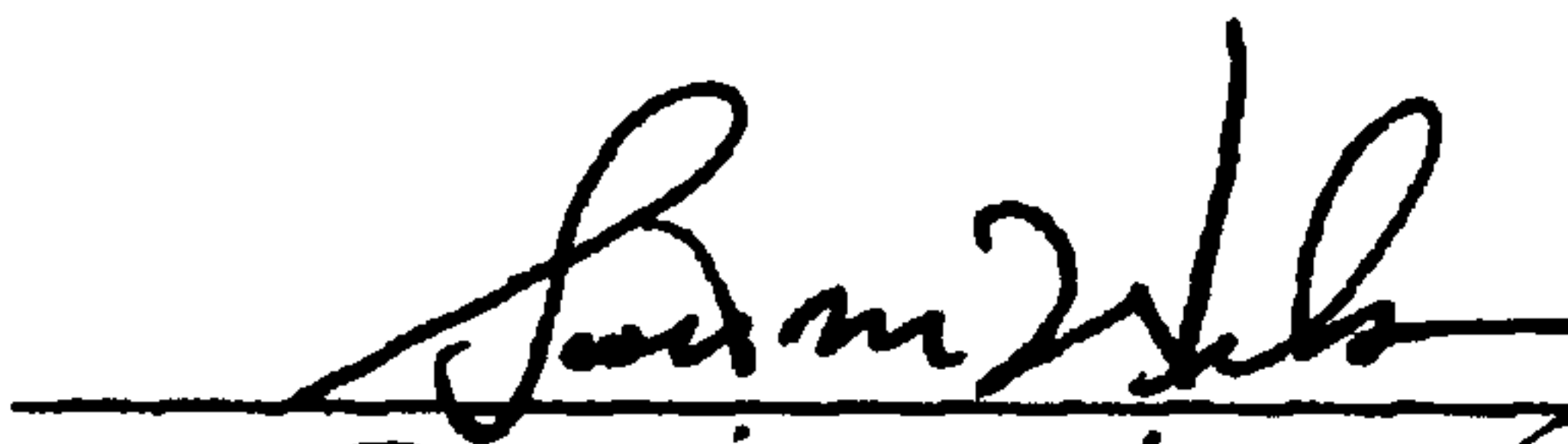
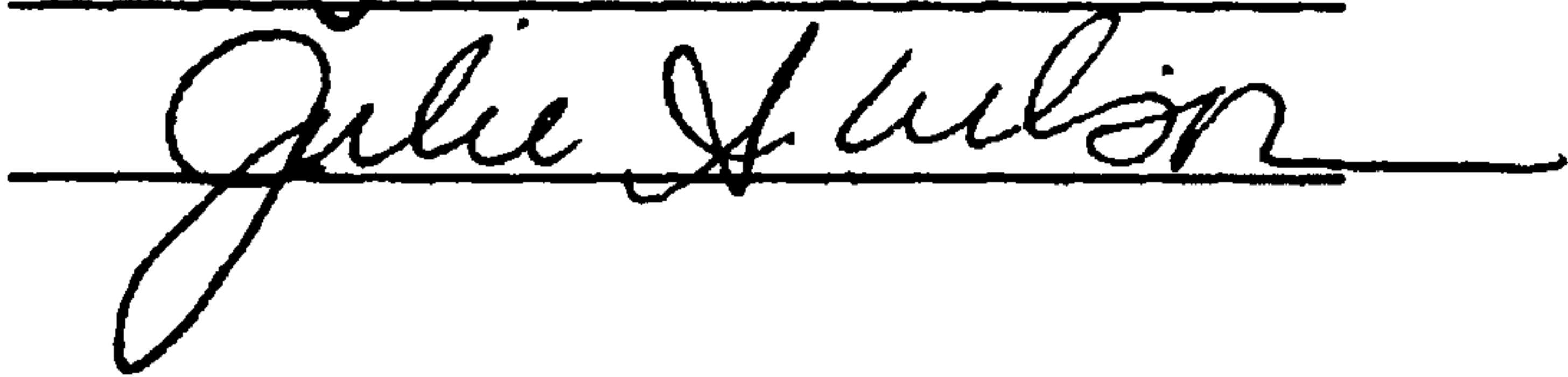
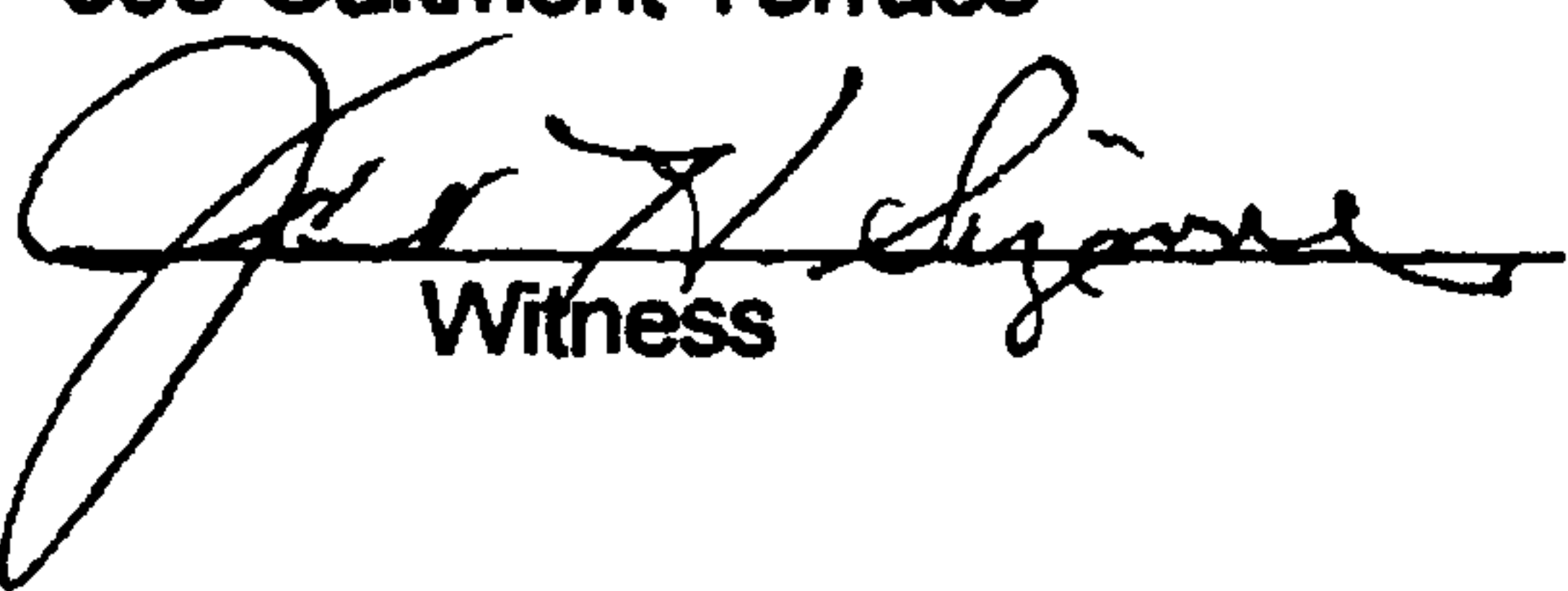
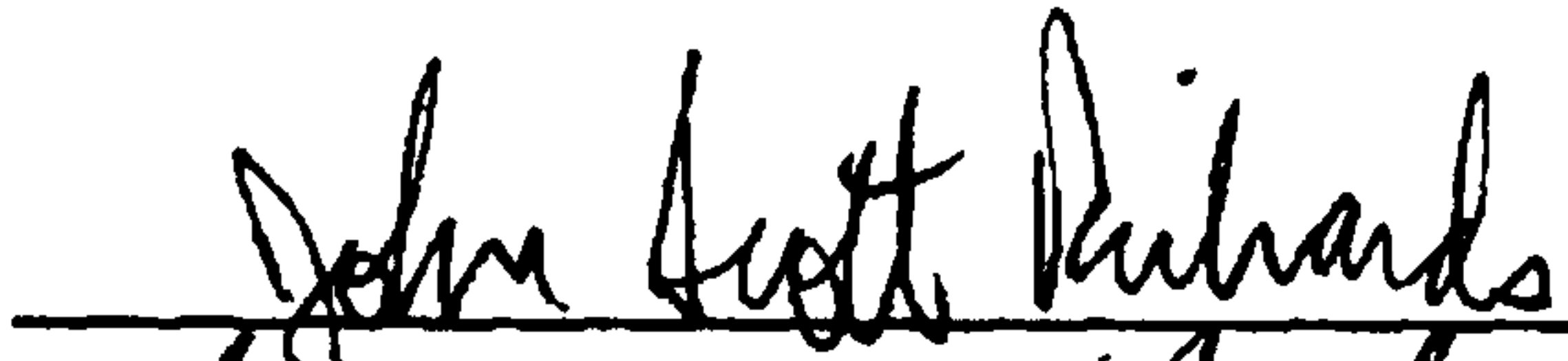

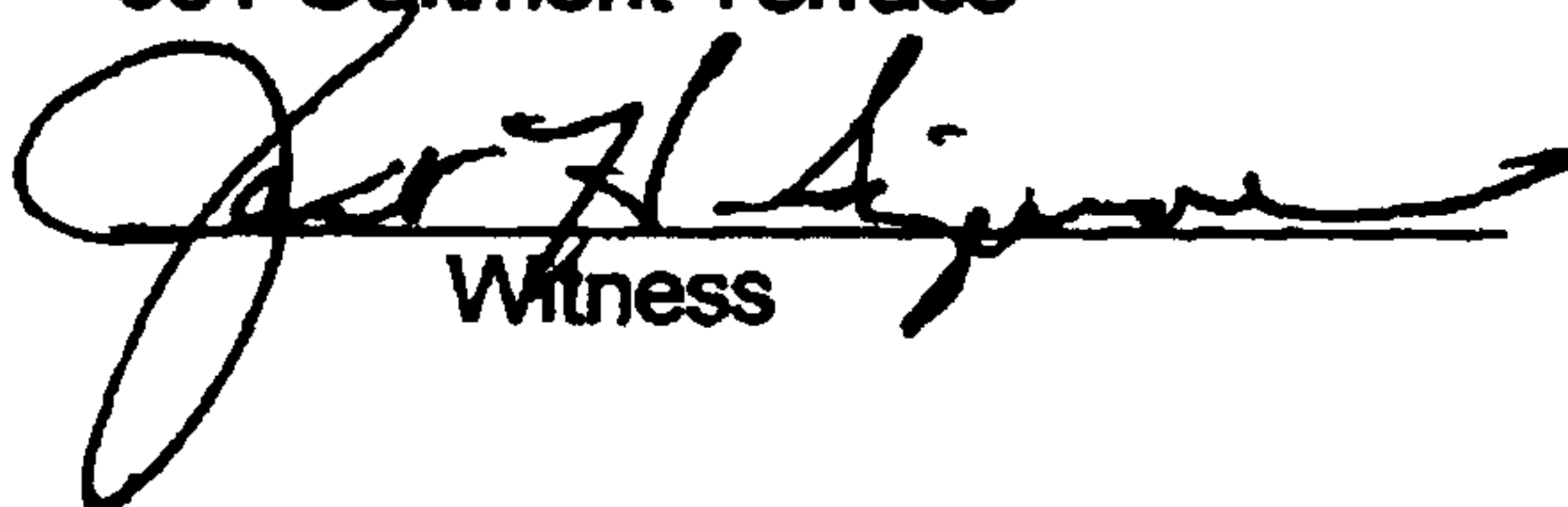
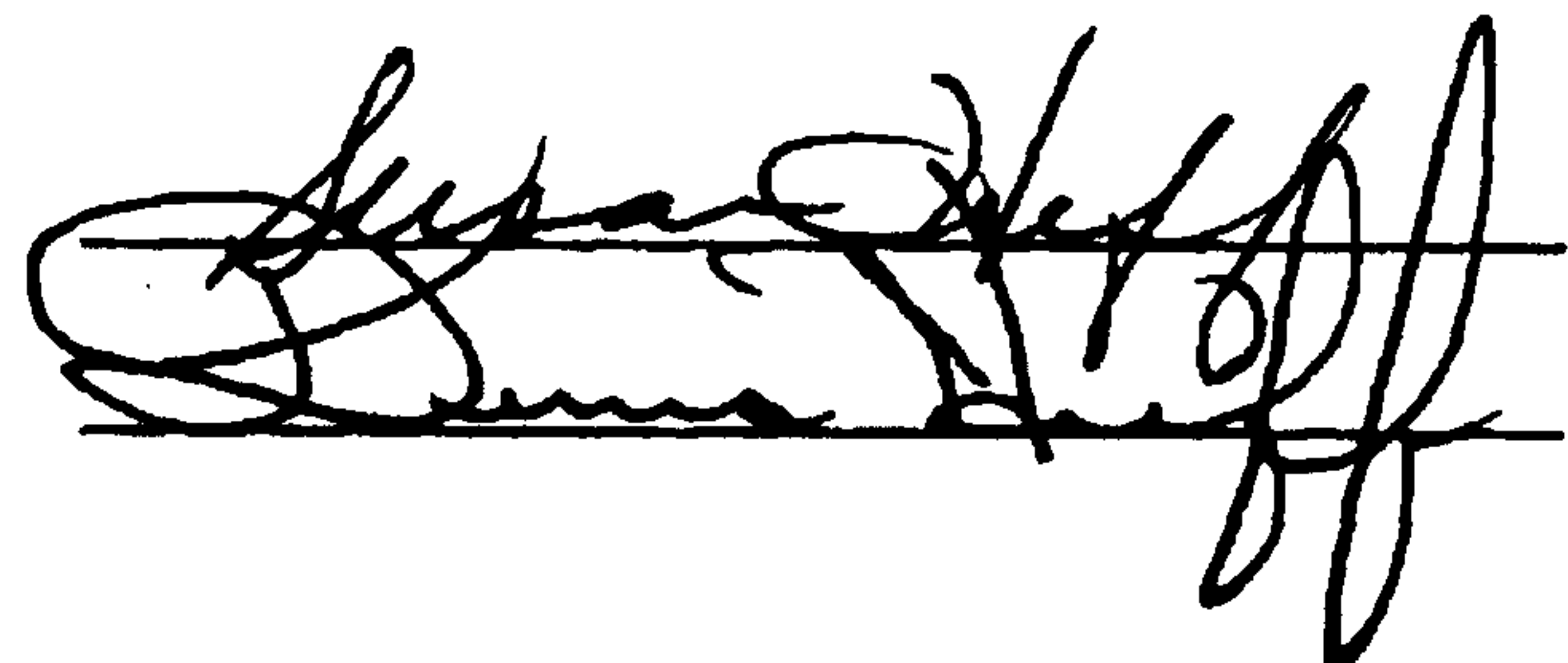



20070111000016540 34/59 \$185.00
Shelby Cnty Judge of Probate, AL
01/11/2007 10:08:28AM FILED/CERT

LOT #	NAME/ADDRESS	SIGNATURES (Sector Three)
22	Beach, Barney & Ollie 429 St. Annes Drive _____ Witness	<u>Barney Beach</u> <u>Ollie Beach</u>
23	Couch, Kenneth & Alice H 437 St. Annes Drive _____ Witness	<u>Kenneth R. Couch</u> <u>Alice H. Couch</u>
24	Harrell, Terry & Connie 441 St. Annes Drive _____ Witness	<u>Terry Harrell</u> <u>Connie Harrell</u>
25	Gloor, Thomas & Carolyn 445 St. Annes Drive _____ Witness	_____ _____
26	Ruggerio, James & Angela Marie 449 St. Annes Drive _____ Witness	<u>James Ruggerio</u> _____
27	Saxon, Randy 453 ST. Annes Drive _____ Witness	_____ _____
28	Paschall, Rich 457 St. Annes Drive _____ Witness	_____ _____



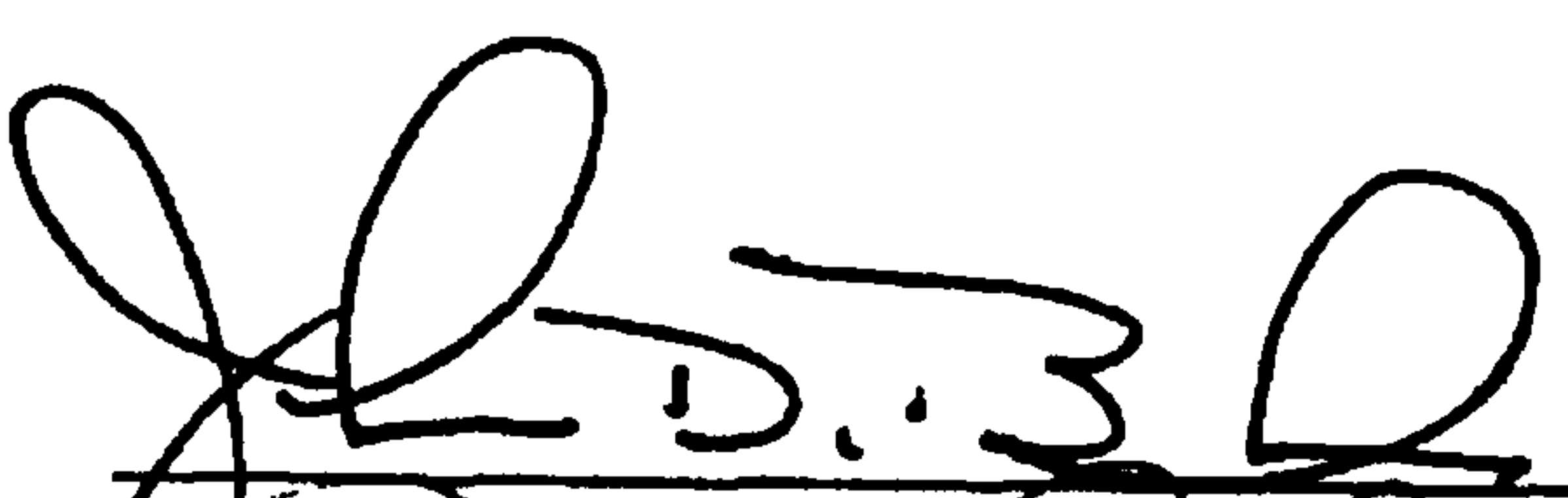
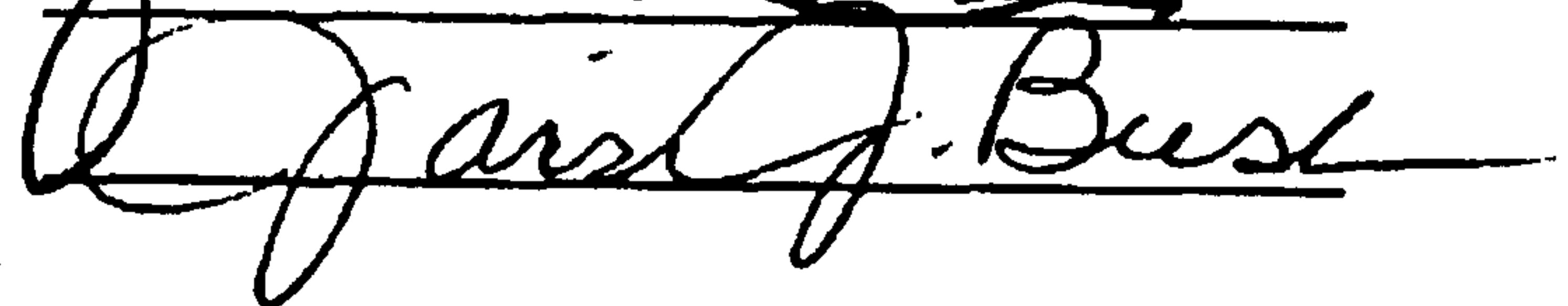
20070111000016540 35/59 \$185.00
Shelby Cnty Judge of Probate, AL
01/11/2007 10:08:28AM FILED/CERT


LOT #	NAME/ADDRESS	SIGNATURES	(Sector Three)
29	Morgan, Gary & Deborah 461 St Annes Drive  Witness	 	
30	Johnson, Steven 317 Oakmont Terrace  Witness	 	
31	995-9305 Wilson, Scott & Julie 313 Oakmont Terrace  Witness	 	
32	Powe, Valerie 309 Oakmont Terrace _____ Witness	_____ _____ _____	
33	Richards, John Scott & Suzanne 305 Oakmont Terrace  Witness	 	
34	Huff, Dennis & Susan 301 Oakmont Terrace  Witness	 	
38	Pizitz, Merritt (Lot Owner) Oakmont Rd. _____ Witness	_____ _____ _____	
39	Pizitz, Merritt (Lot Owner) Oakmont Rd. _____ Witness	_____ _____ _____	


LOT # **NAME/ADDRESS** **SIGNATURES** **(Sector Three)**

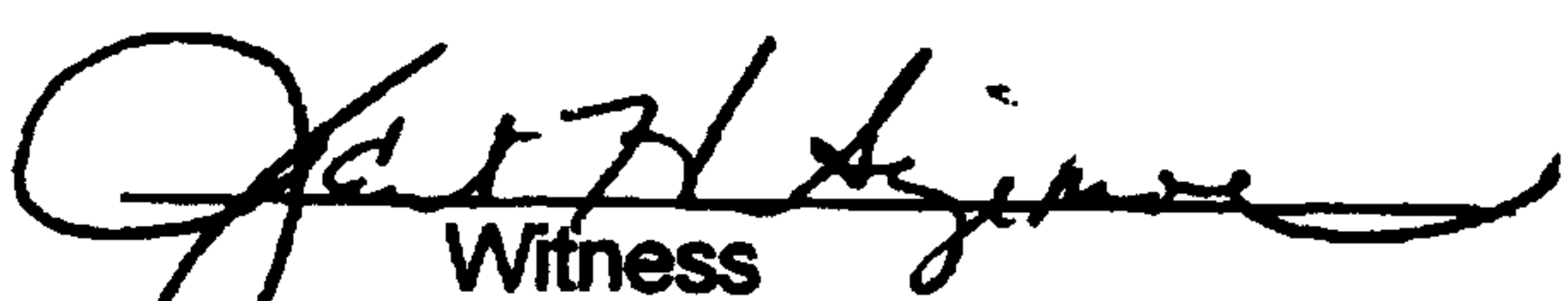
40 Pizitz, Merritt
(Lot Owner) Oakmont Rd. _____

Witness

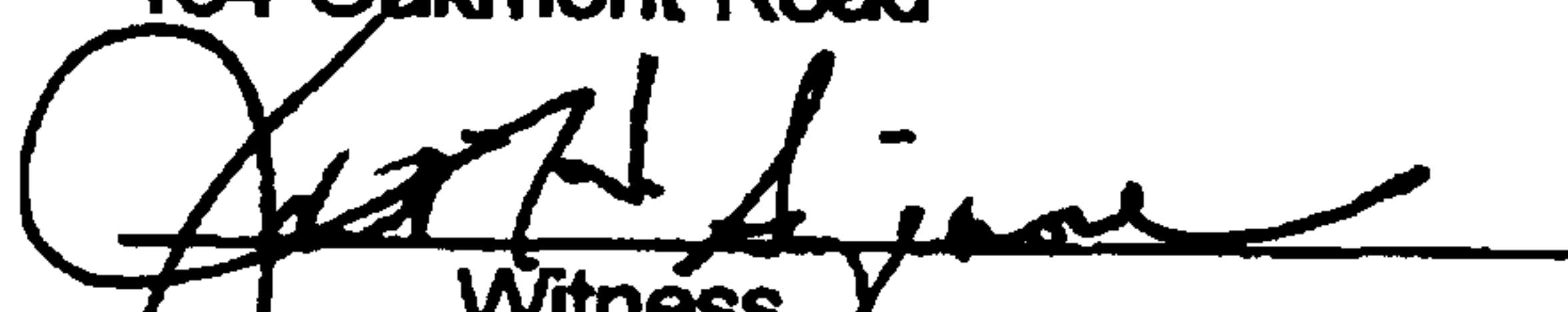
41A Brush, John & Janis
172 Oakmont Rd. 





Witness


42A Sockwell, Mark & Marian
168 Oakmont Road 



Witness

43A Proctor, William & Gwen
164 Oakmont Road 



Witness

44A Collins, R. Scott & Caroline
160 Oakmont Road 


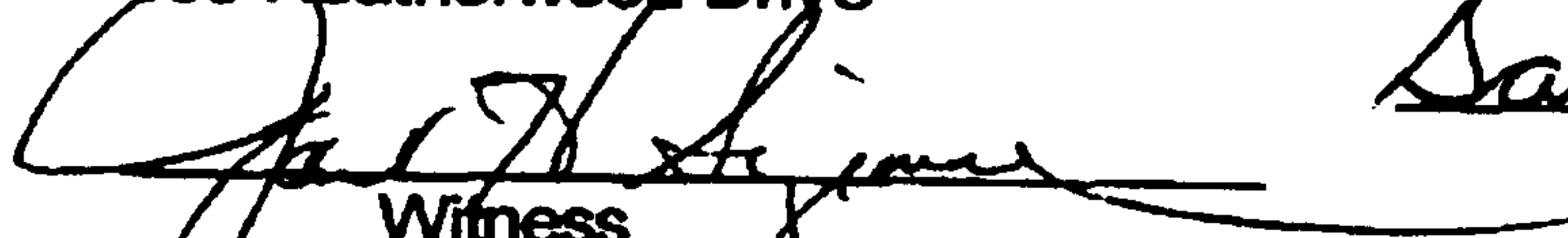

Witness

45A Wilson, William & Ann
156 Oakmont Road _____

Witness


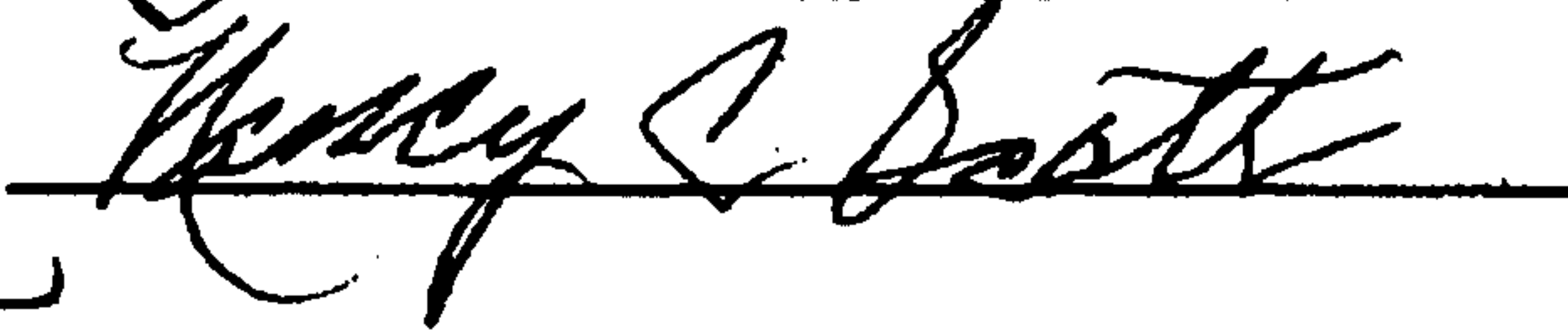
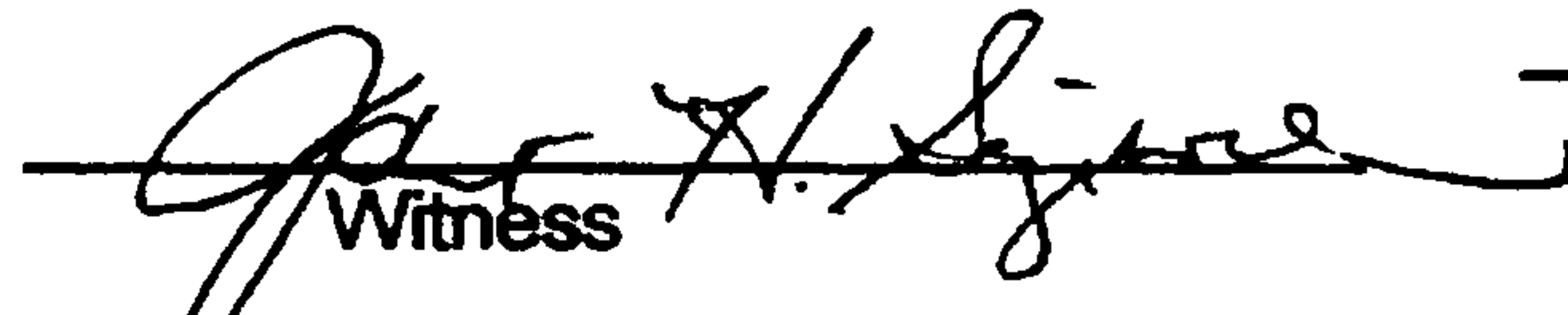
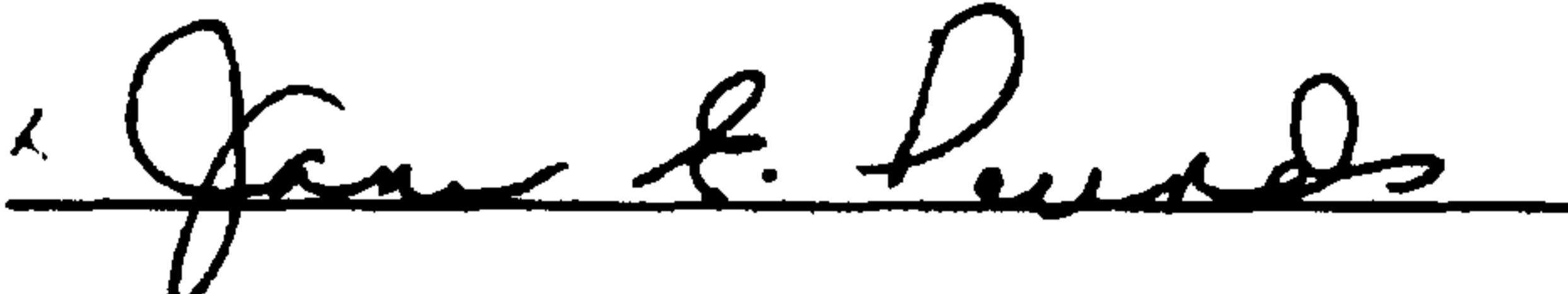
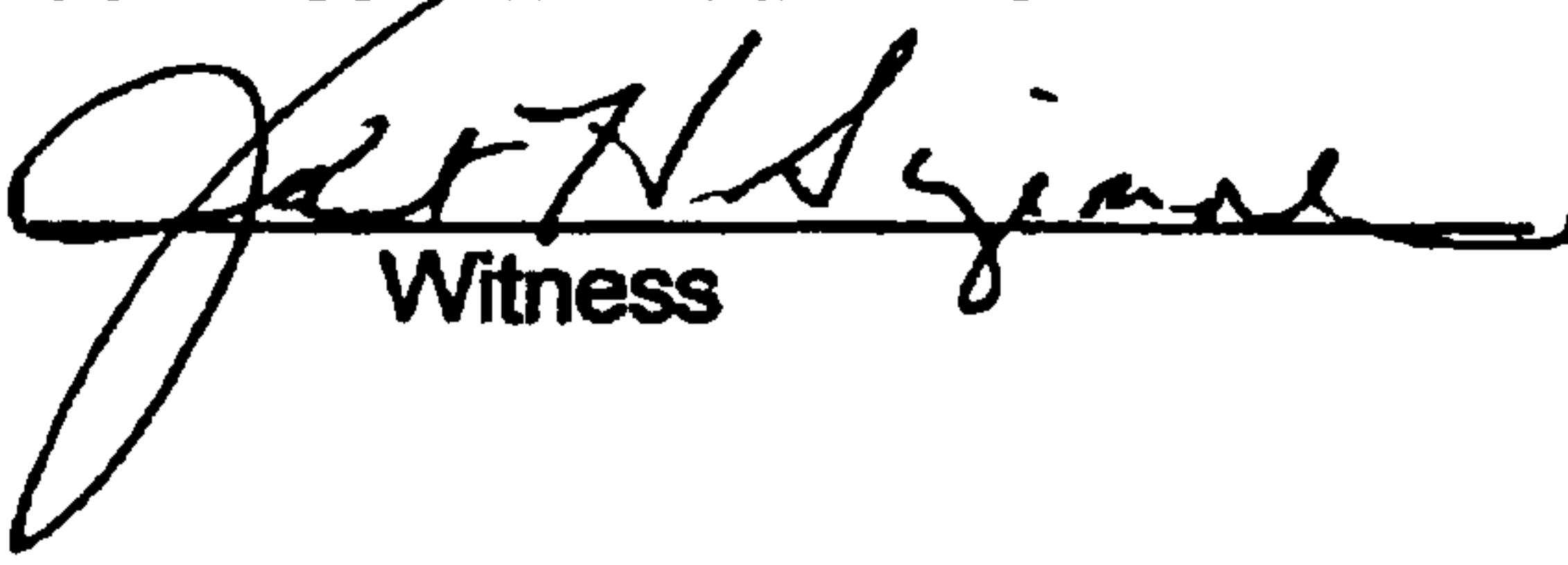

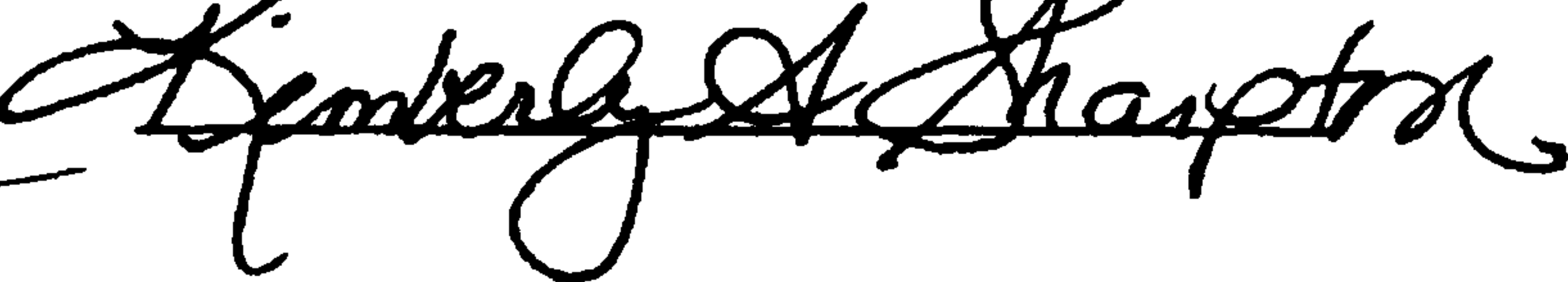
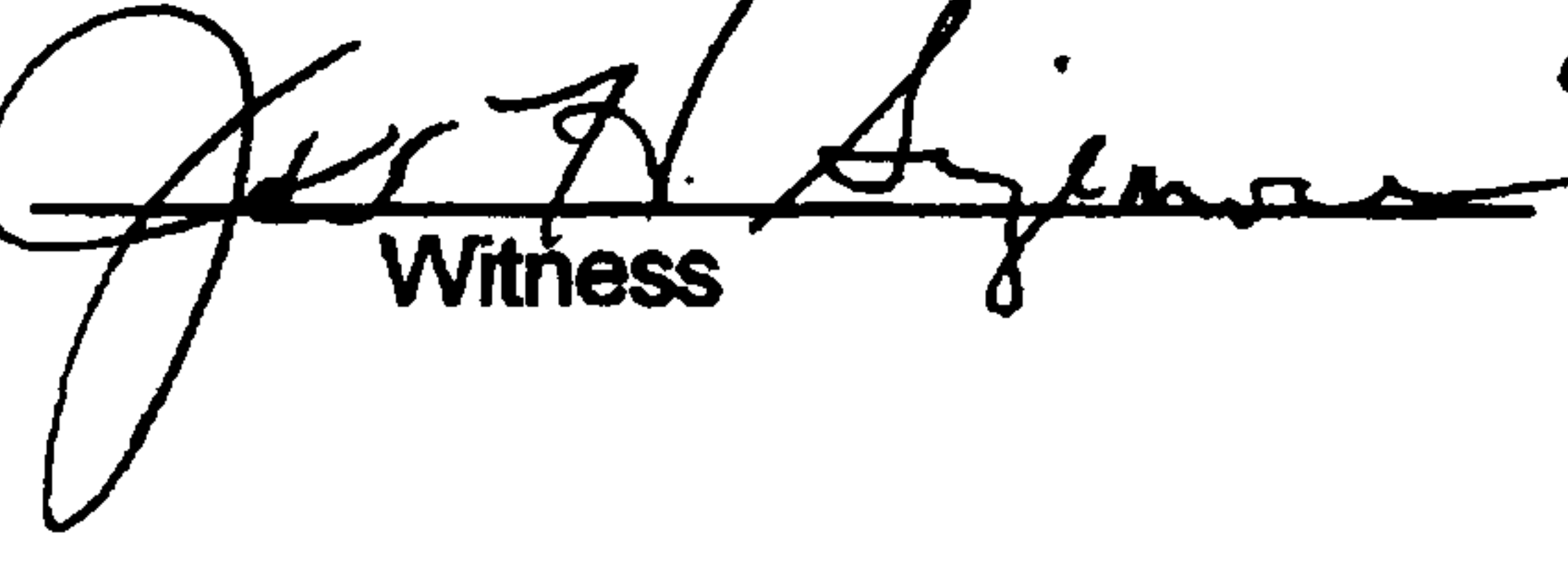

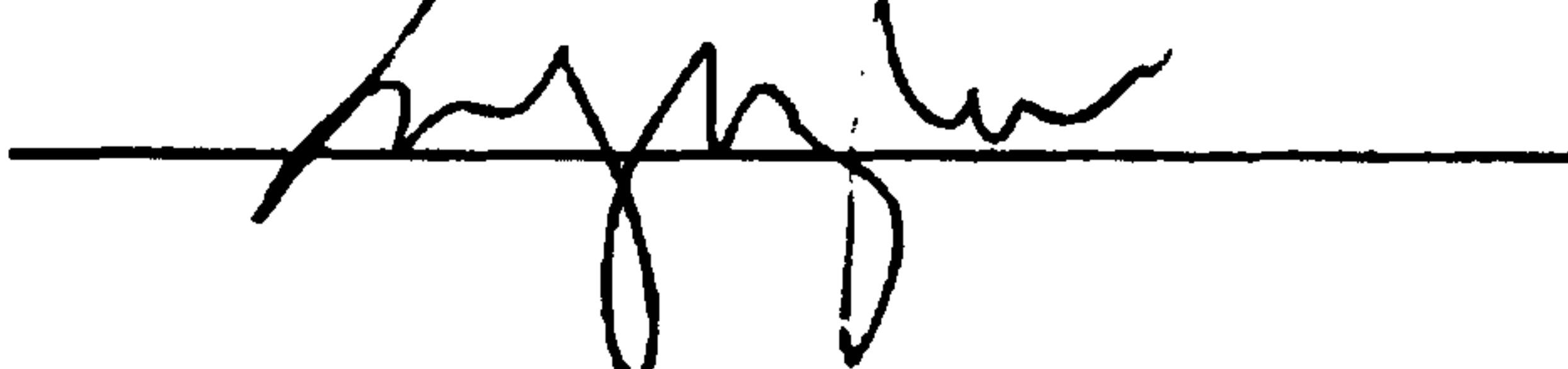
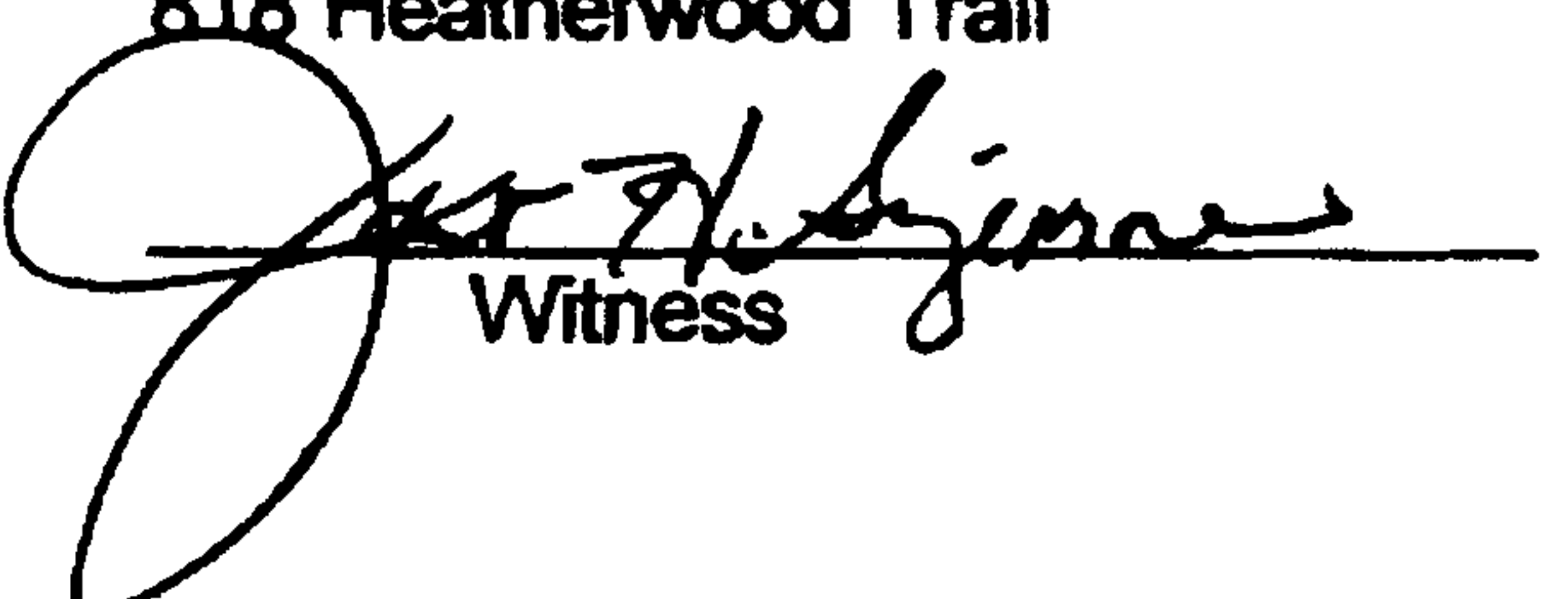
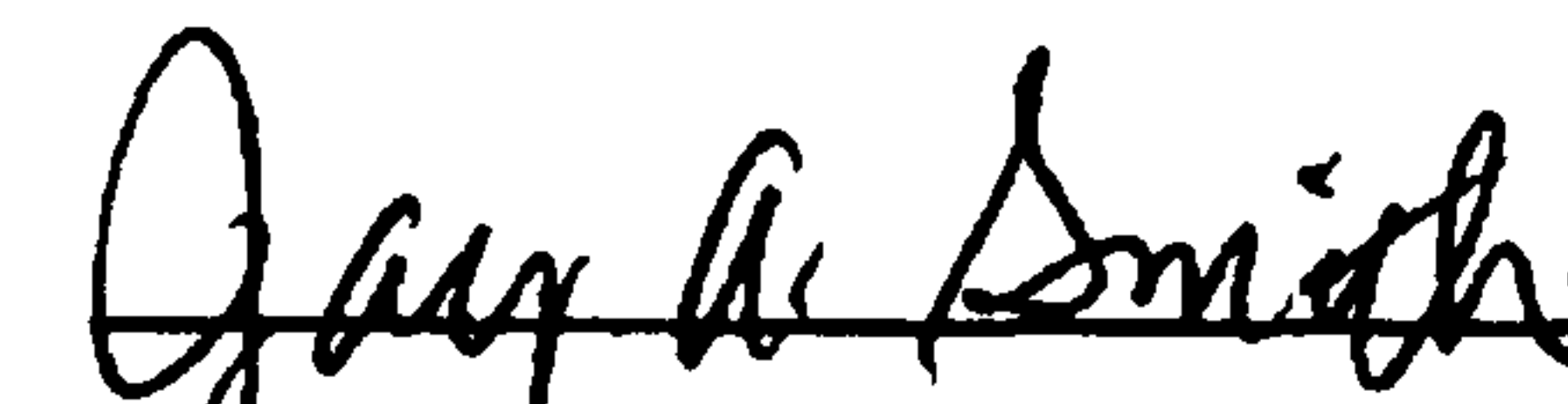
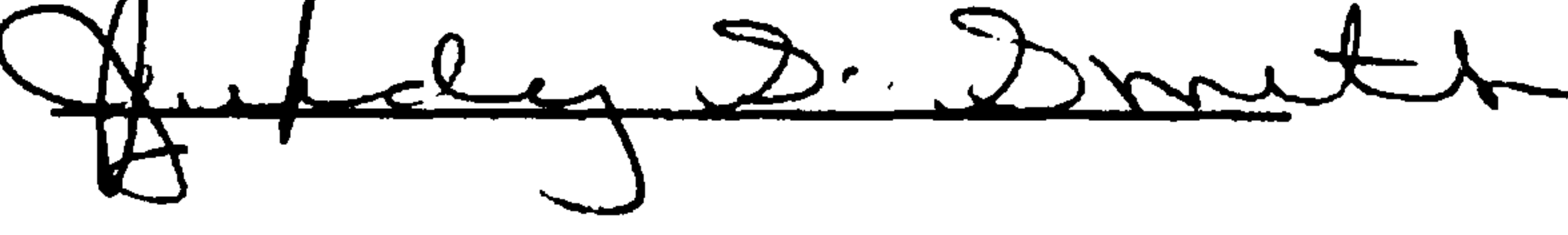
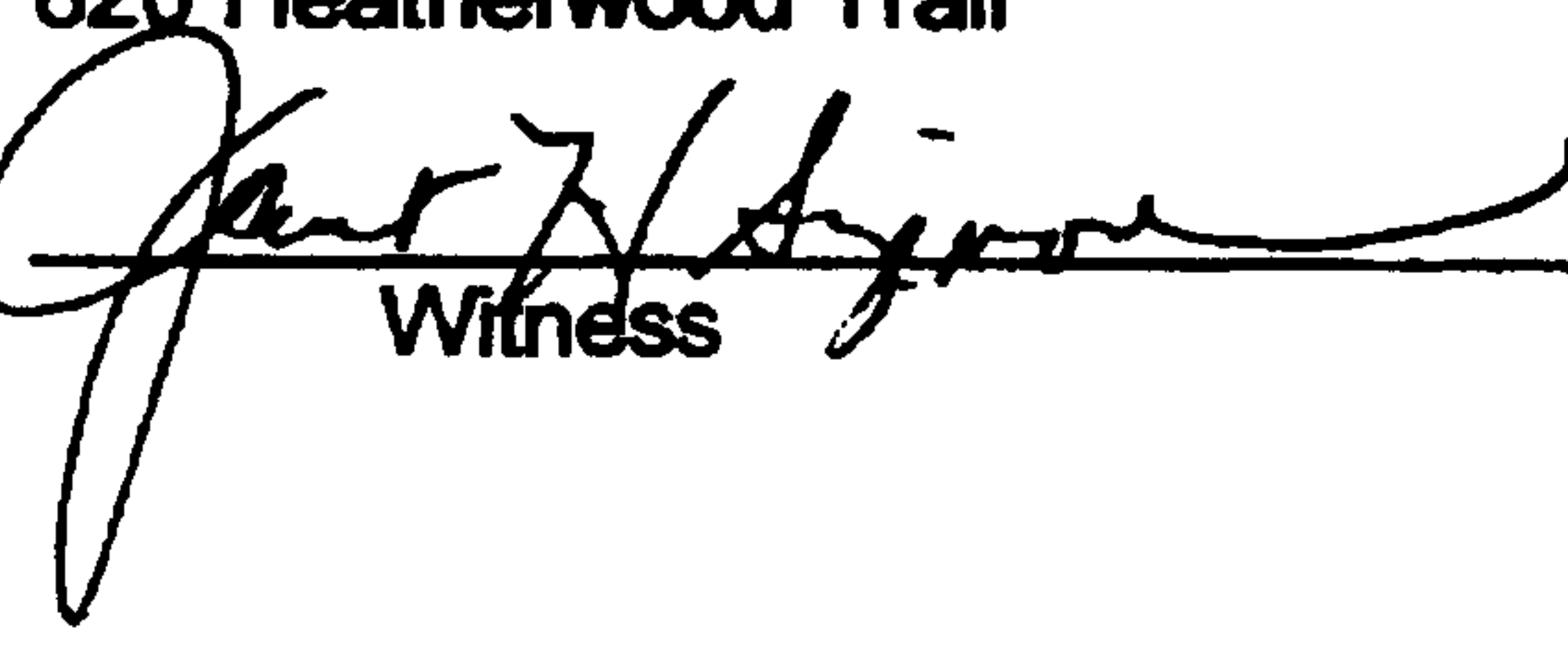
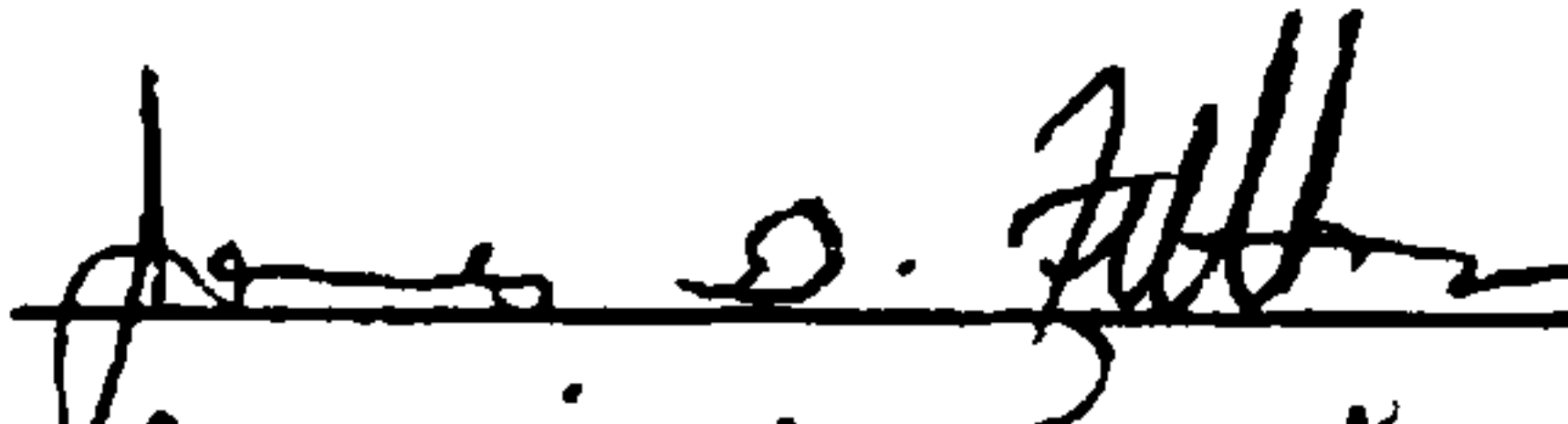
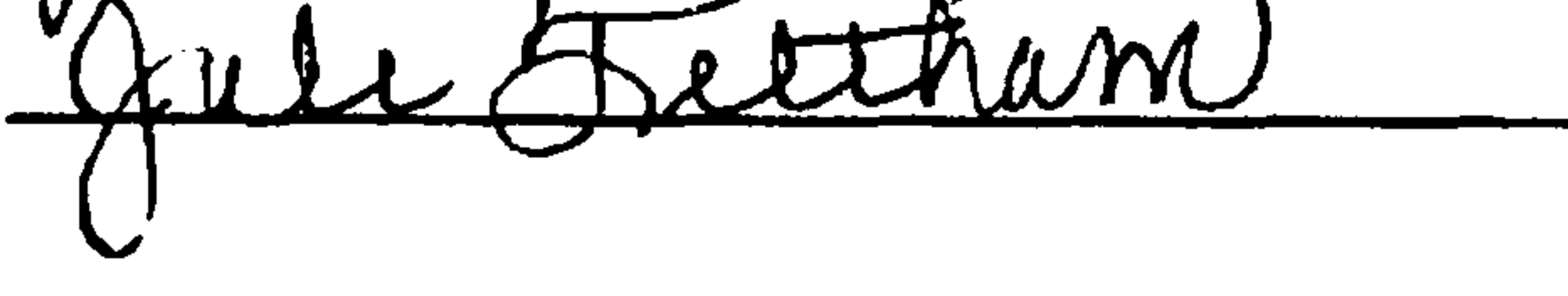
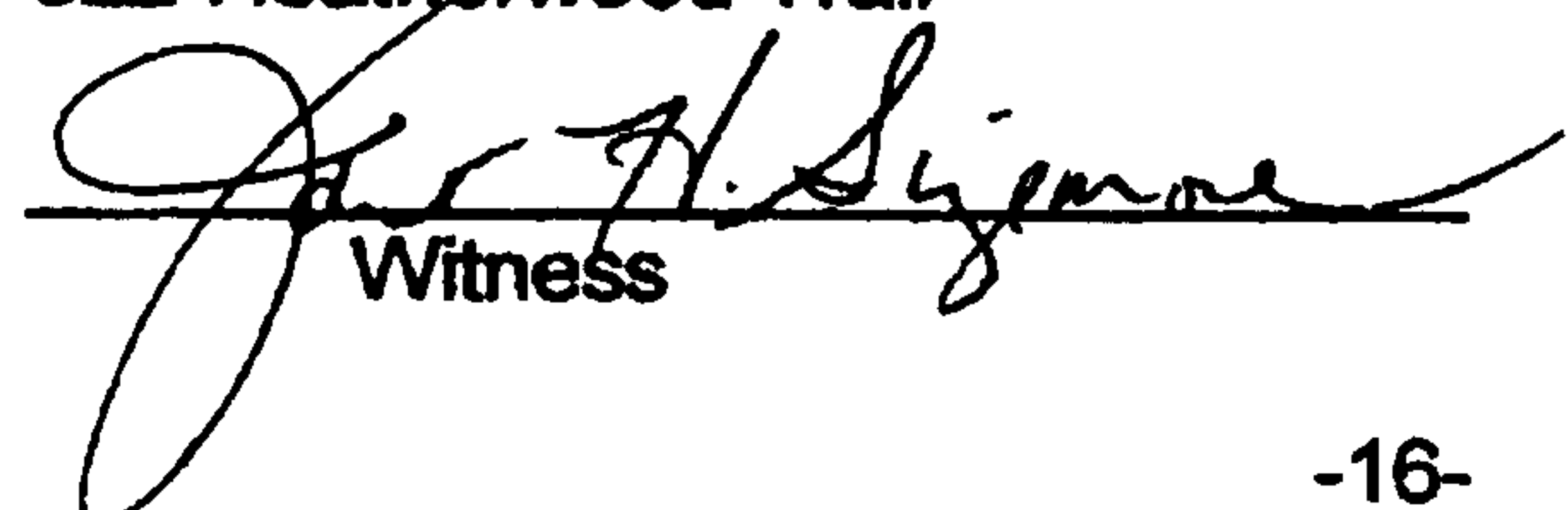
SECTOR FOUR

2A Caputo, William & Sandra
505 Heatherwood Drive 



Witness

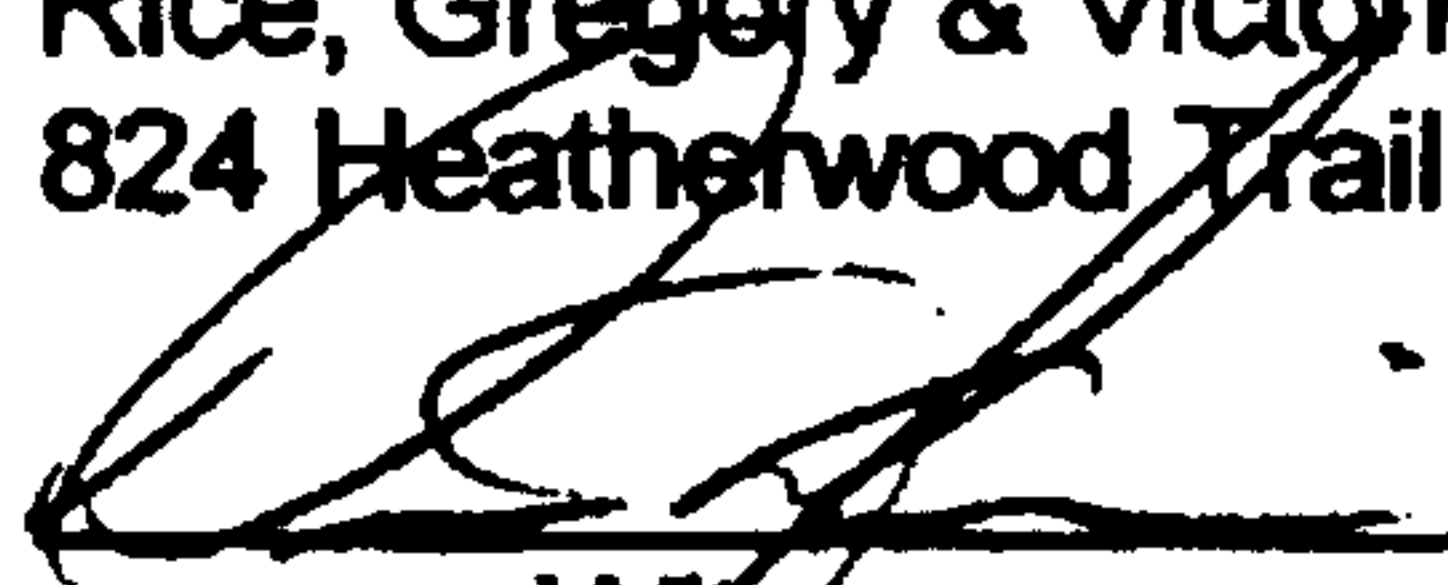

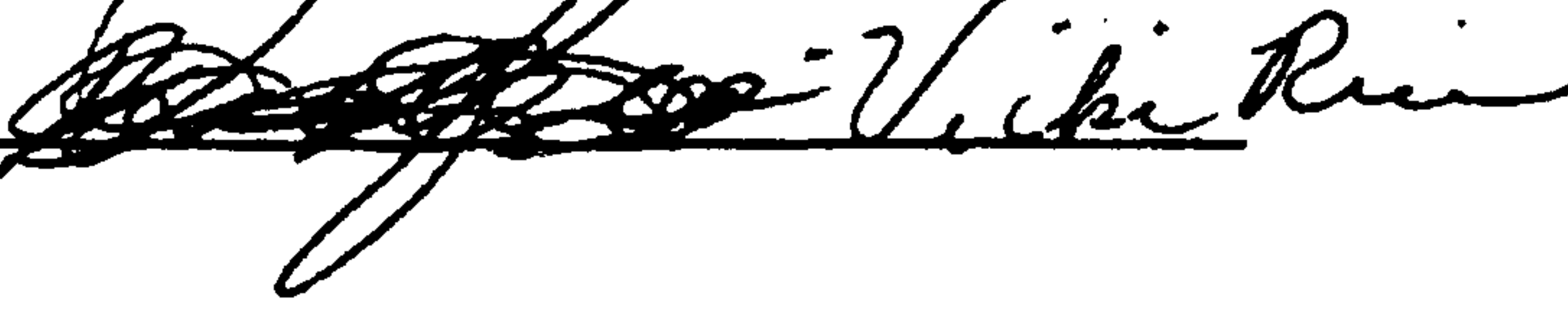
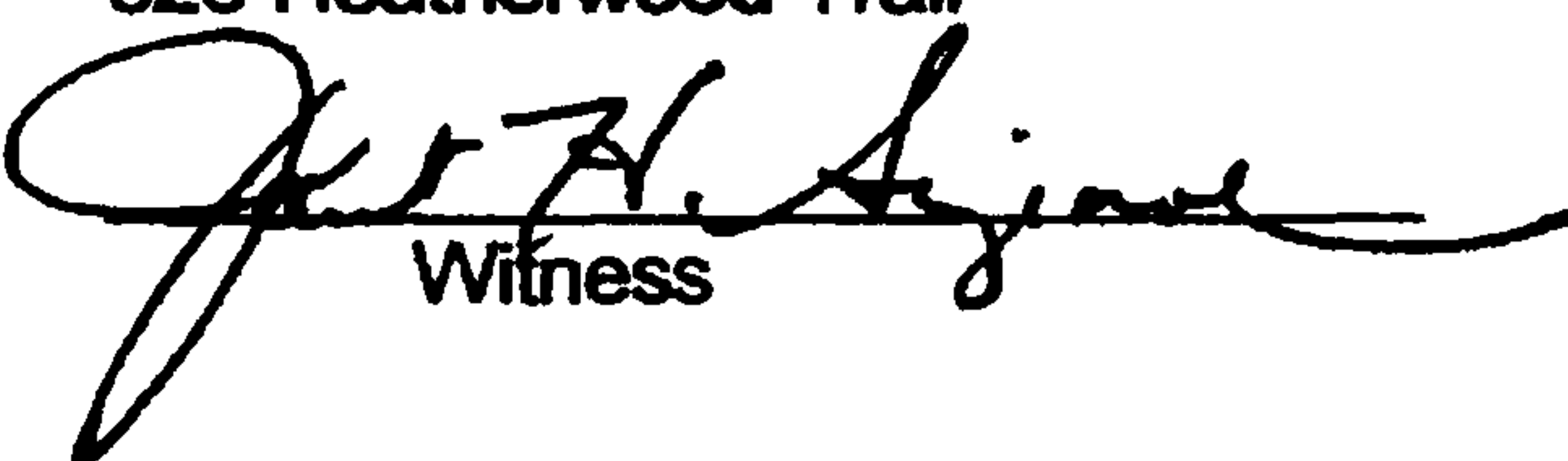
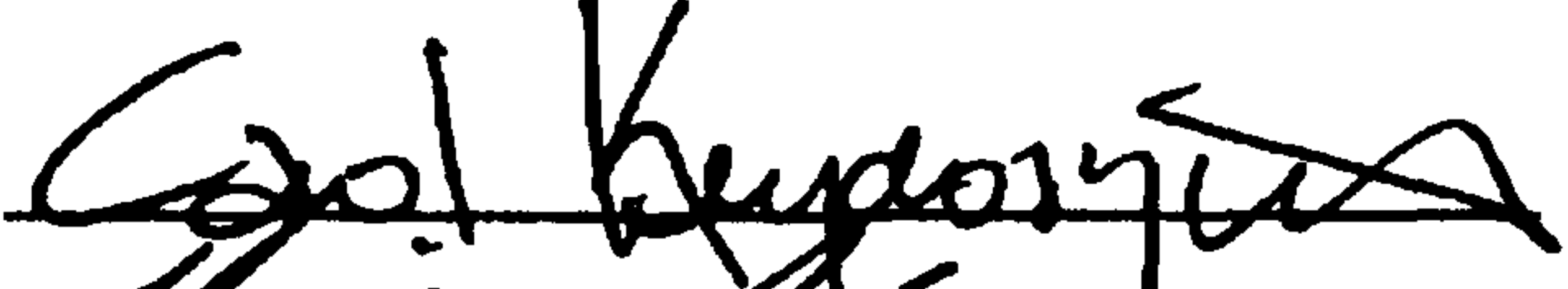
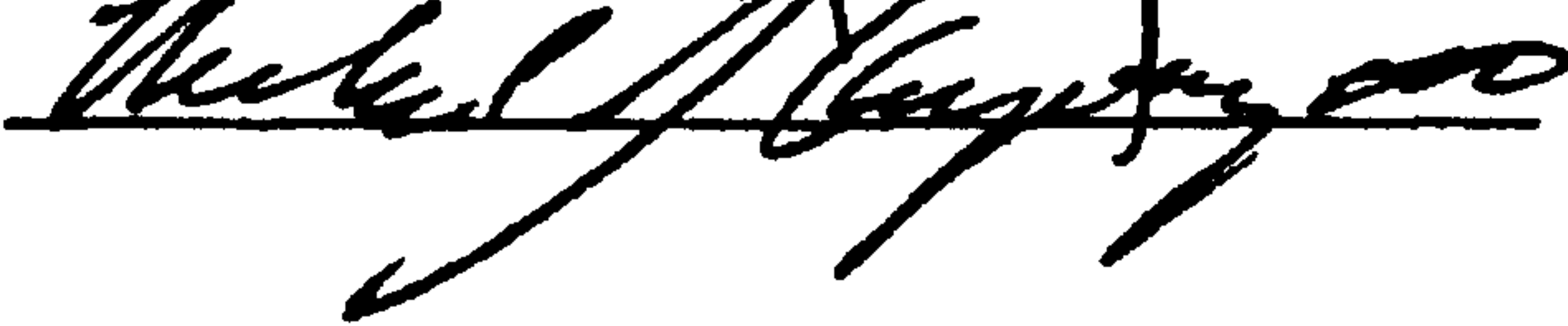
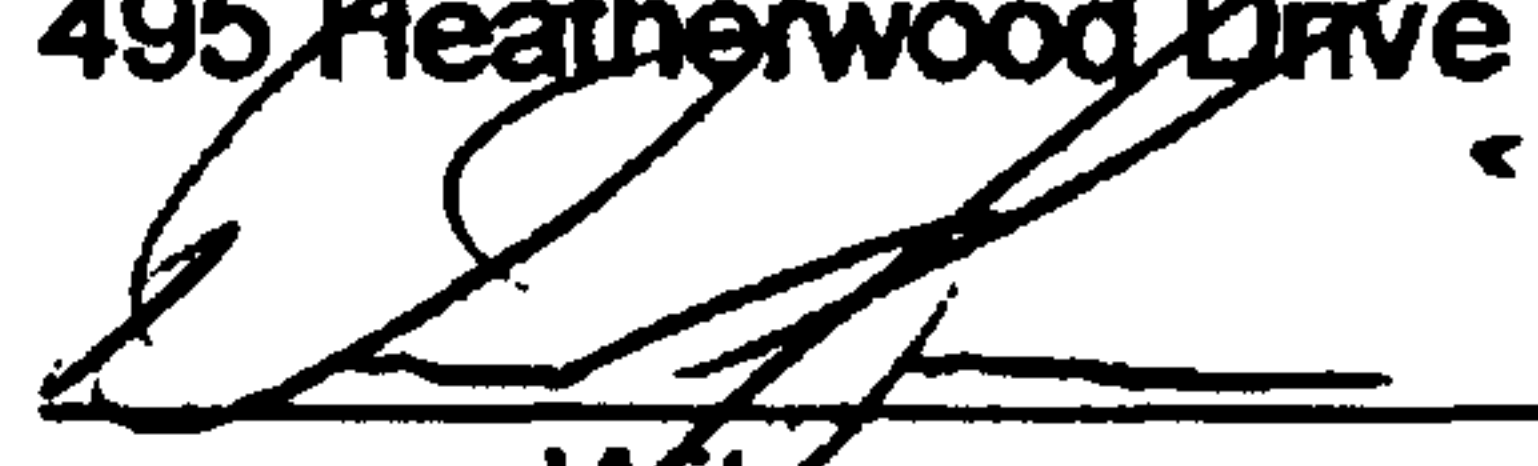
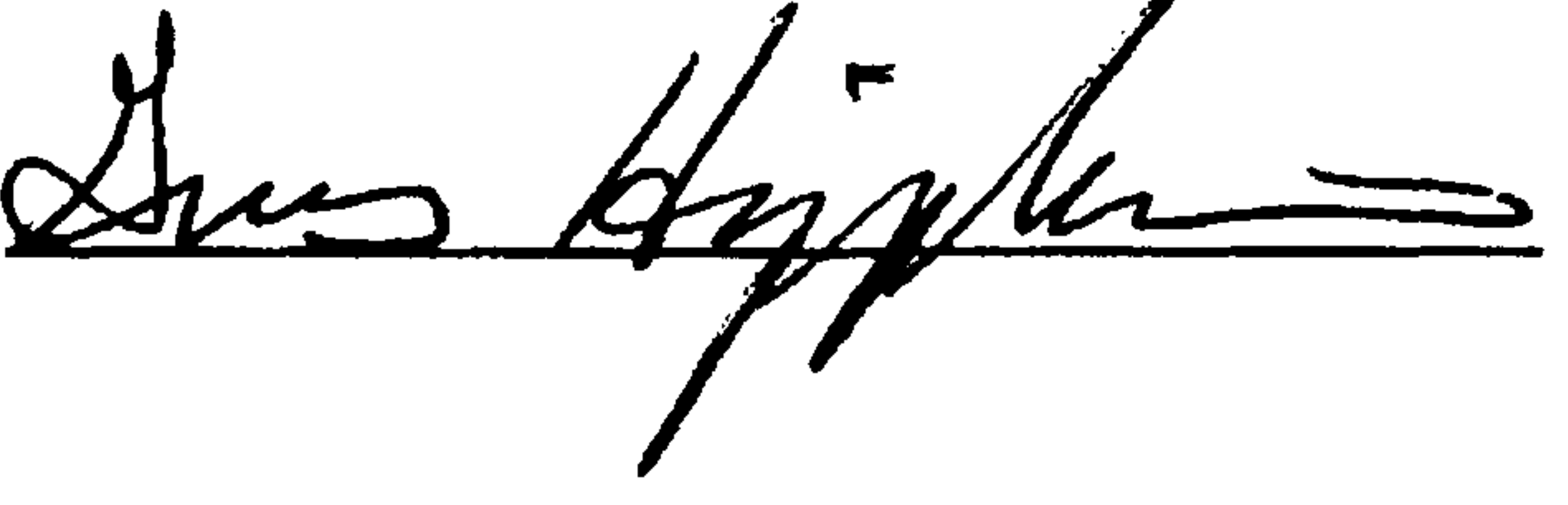
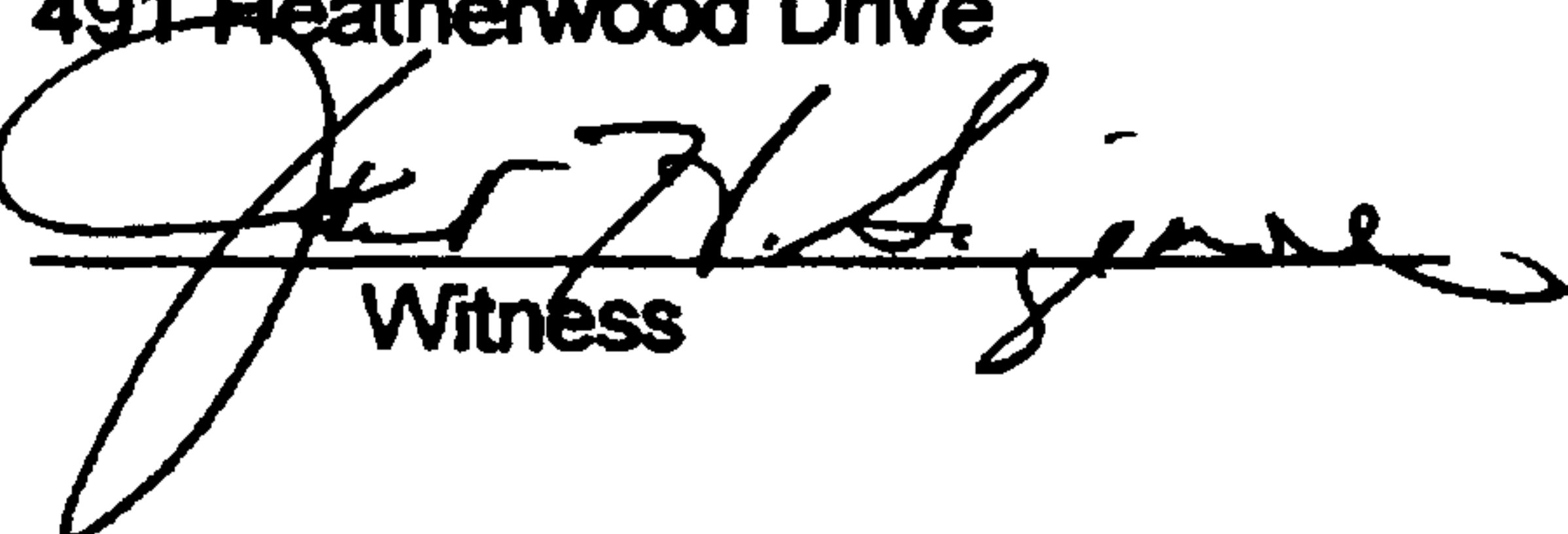

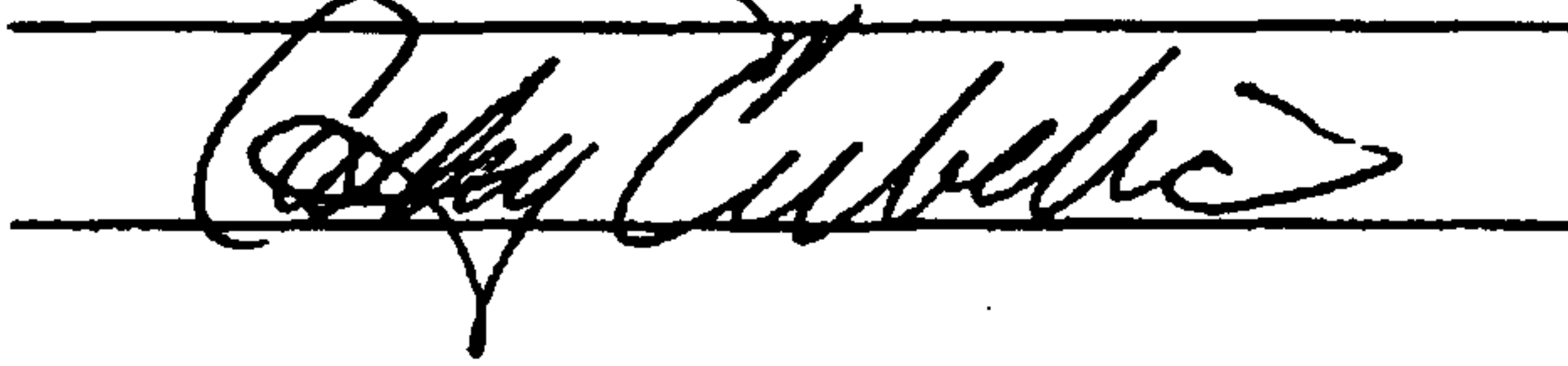
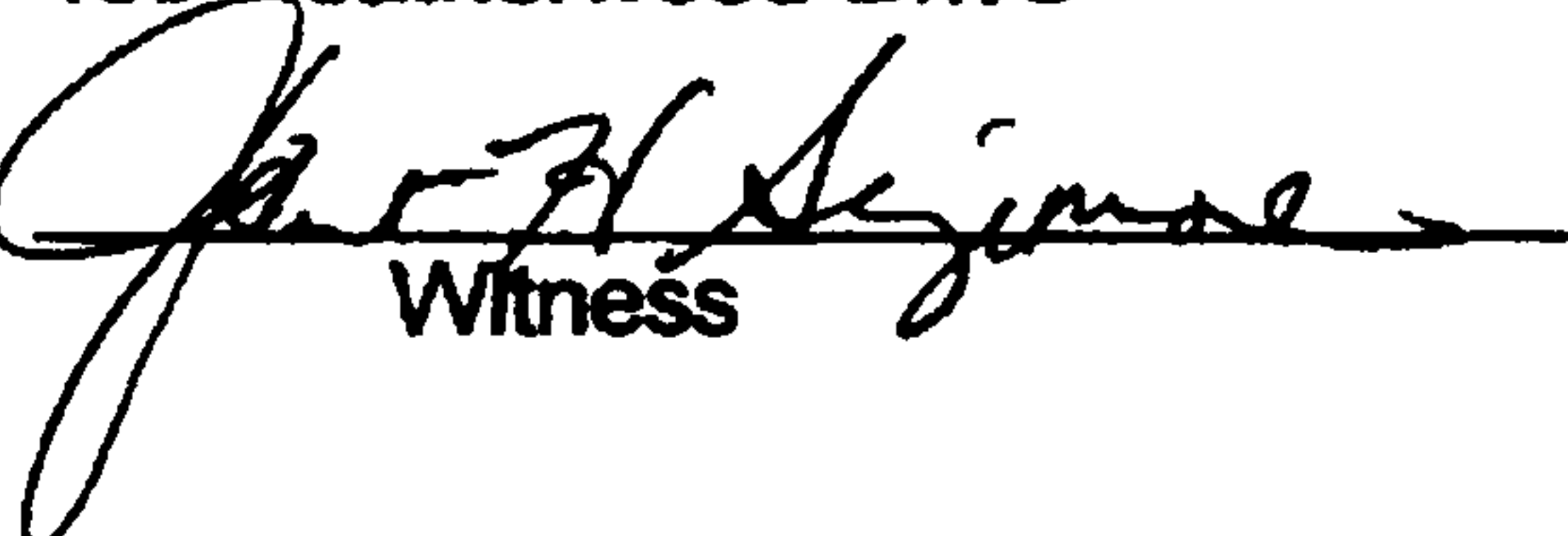

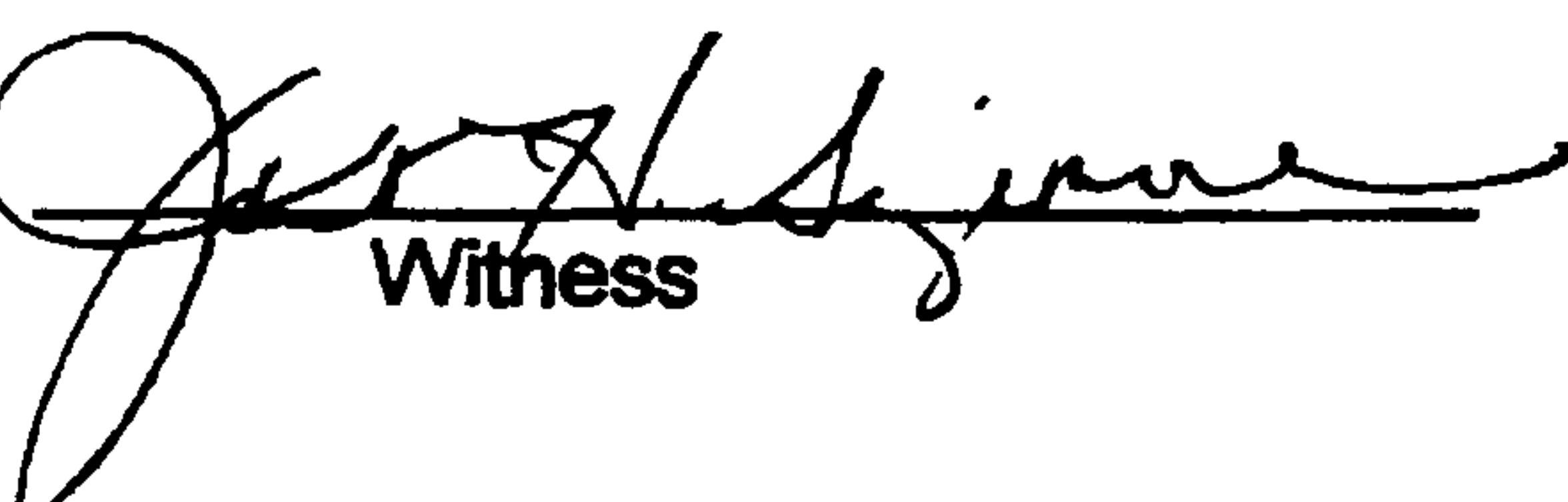




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LOT #	NAME/ADDRESS	SIGNATURES	(Sector Four)
2B	Scott, Richard & Nancy 507 Heatherwood Drive	   Witness	
3	Baker, Alex & Suzie, 1701 E. E. C. Rowe, Dana 503 Heatherwood Drive		
4	Pounds, Jane 501 Heatherwood Drive	  Witness	
5	Sharpton, Michael & Kimberly 499 Heatherwood Drive	   Witness	
6	Lee, Seung-Don & Soon D 818 Heatherwood Trail	   Witness	
7A	Smith, Jay A 820 Heatherwood Trail	   Witness	
8A	Feltham, James & Juli 822 Heatherwood Trail	   Witness	



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Shelby Cnty Judge of Probate, AL
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LOT #	NAME/ADDRESS	SIGNATURES (Sector Four)
9	Rice, Gregory & Victoria 824 Heatherwood Trail  Witness	 
10	Keydoszius, Richard & Carol 826 Heatherwood Trail  Witness	 
12	Higginbotham, Graves 495 Heatherwood Drive  Witness	
13	Sartain, Robert & Elizabeth 493 Heatherwood Drive Witness	 x
14A	Cubelic, Tom & Cathy 491 Heatherwood Drive  Witness	 
15A	Grant, Robert 489 Heatherwood Drive  Witness	
16	Turpen, Jerry & Barbara 487 Heatherwood Drive  Witness	 
17	Donaldson, Donald & Sonja 485 Heatherwood Drive Witness	 +

LOT # NAME/ADDRESS SIGNATURES (Sector Four)

18A Galik, Dave & Jane
483 Heatherwood Drive

Joe H. Signore
Witness

[Signature]
[Signature]

20A Leverett, James & Patricia
479 Heatherwood Drive

Joe H. Signore
Witness

James H. Leverett
Patricia G. Leverett

21 Moore, Todd & Jeannette
477 Heatherwood Drive

Joe H. Signore
Witness

Jeannette H. Moore
Todd Moore

22 Bradford, Duke & Jane
475 Heatherwood Drive

Joe H. Signore
Witness

Duke C Bradford
Jane Bradford

23 Jackson, Adolphus & Diann
473 Heatherwood Drive

Joe H. Signore
Witness

Adolphus M. Jackson
Diann Jackson

24 King, Joel Thomas
466 Heatherwood Drive

Witness

25 Rivers, William & Diane
468 Heatherwood Drive

Witness



LOT #

NAME/ADDRESS

SIGNATURES

(Sector Four)

26

O'Brien, Robert & Sharon
470 Heatherwood Drive

Witness

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SIGNATURES (Sector Four)

Robert E. Brown
Sharon B. Brown

27A


Lankford, James & Joyce
477 Heatherwood Drive

Witness

Ann Scott King
Joyce H. Landford

28A

Vickers, Harry
476 Heatherwood Drive


Witness

Larry Nichols

29

Cochran, Jamie & Tammi L.
478 Heatherwood Drive


Witness

Jamie H. Carter
Tammie Lantry Cochran

30

Driggers, Bobby & Susan
480 Heatherwood Drive

John H. Sijner
Witness

Robert A. Dringen
Executive Director

81

USX
Heatherwood Drive

Joe H. Lyman
Witness

Signature on file

32

Keaton, Stephen & Mitzie
484 Heatherwood Drive

Witness

LOT # NAME/ADDRESS SIGNATURES (Sector Four)

33 Smith, Dwight & Cheryl M.
486 Heatherwood Drive

John H. Sizemore
Witness

Dwight Smith
Cheryl M. Smith

34 Weston, Harold & Carol
488 Heatherwood Drive

John H. Sizemore
Witness

Harold Weston
Carol Weston

35 Enzor, Rhett & Lori
490 Heatherwood Drive

William Wiggs Thompson
Witness

Rhett Enzor
Lori Enzor

36 Thompson, Wiggs & Sandra
492 Heatherwood Drive

John H. Sizemore
Witness

William Wiggs Thompson
Sandra M. Thompson

37 Sizemore, Denvir (Bud) & Janet
494 Heatherwood Drive

Lay Wallace
Witness

Bud Sizemore
Janet Sizemore

38 Davidson, Jake & Brenda
496 Heatherwood Drive

John H. Sizemore
Witness

Jake Davidson
Brenda N. Davidson

40 Kovac, John & Patricia
900 Masters Lane

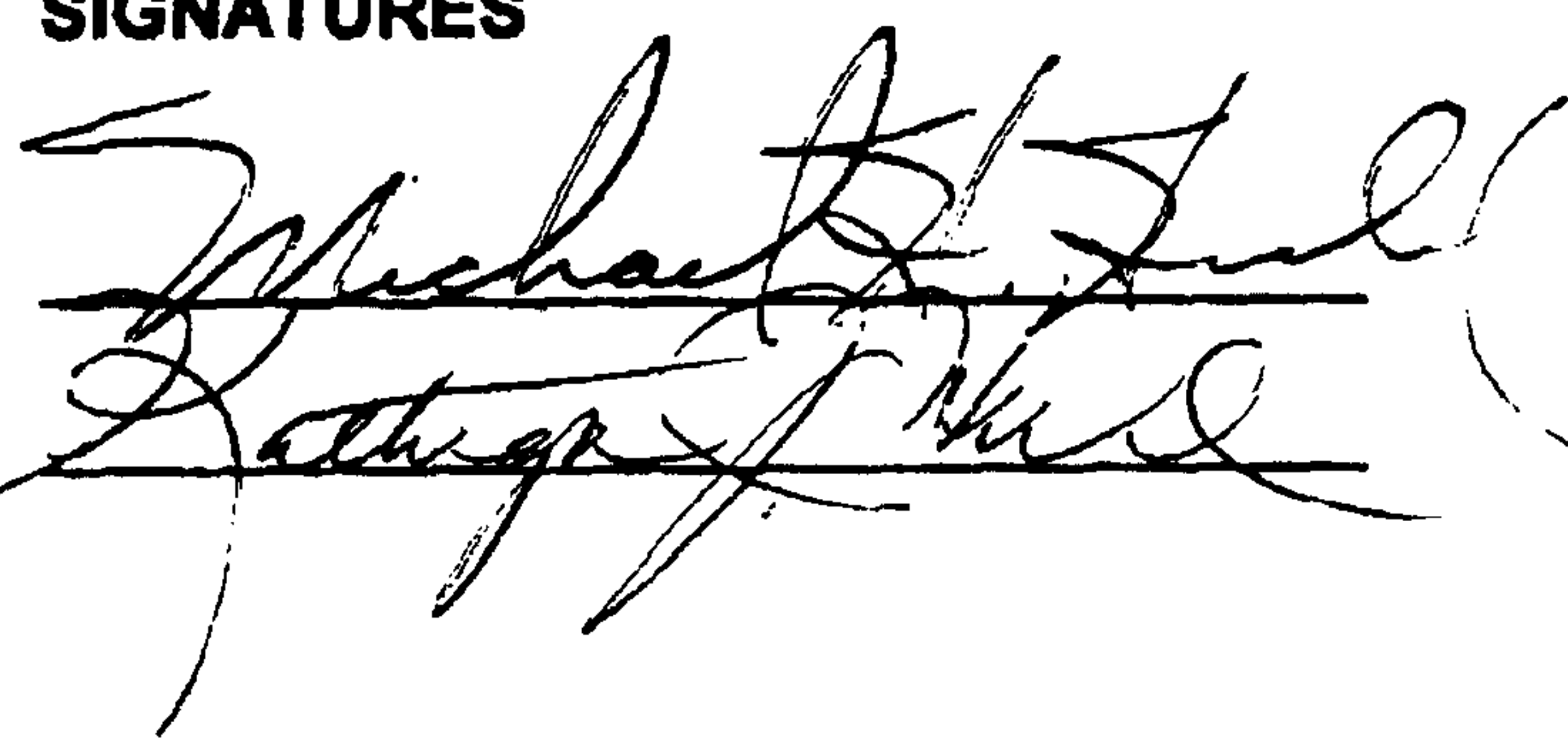
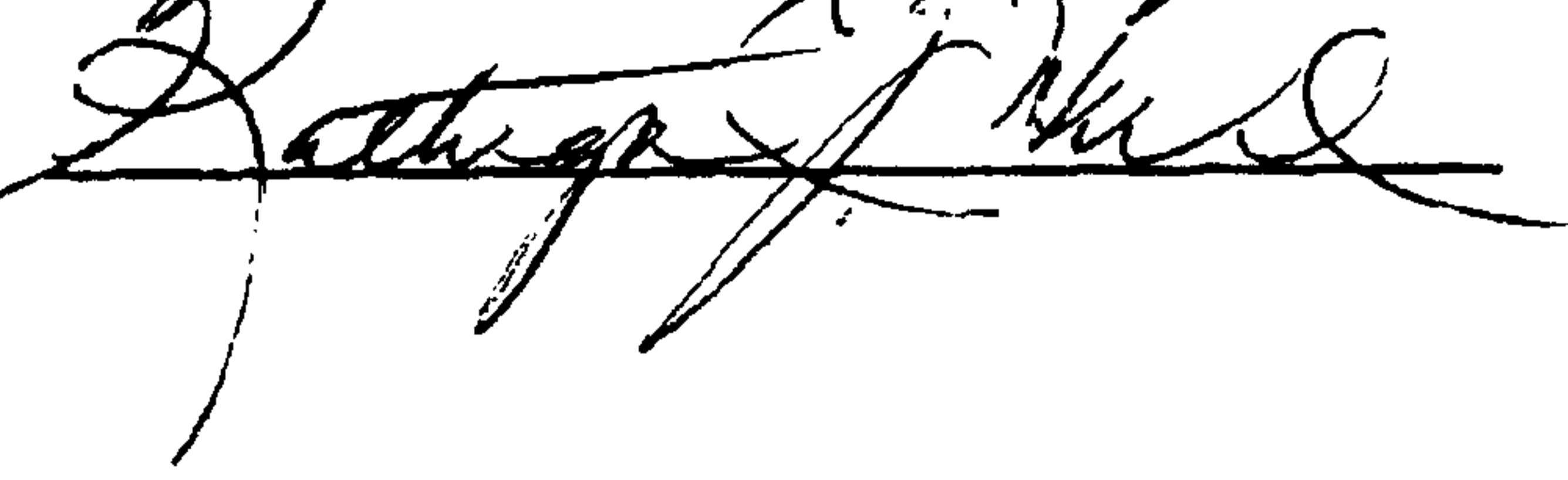
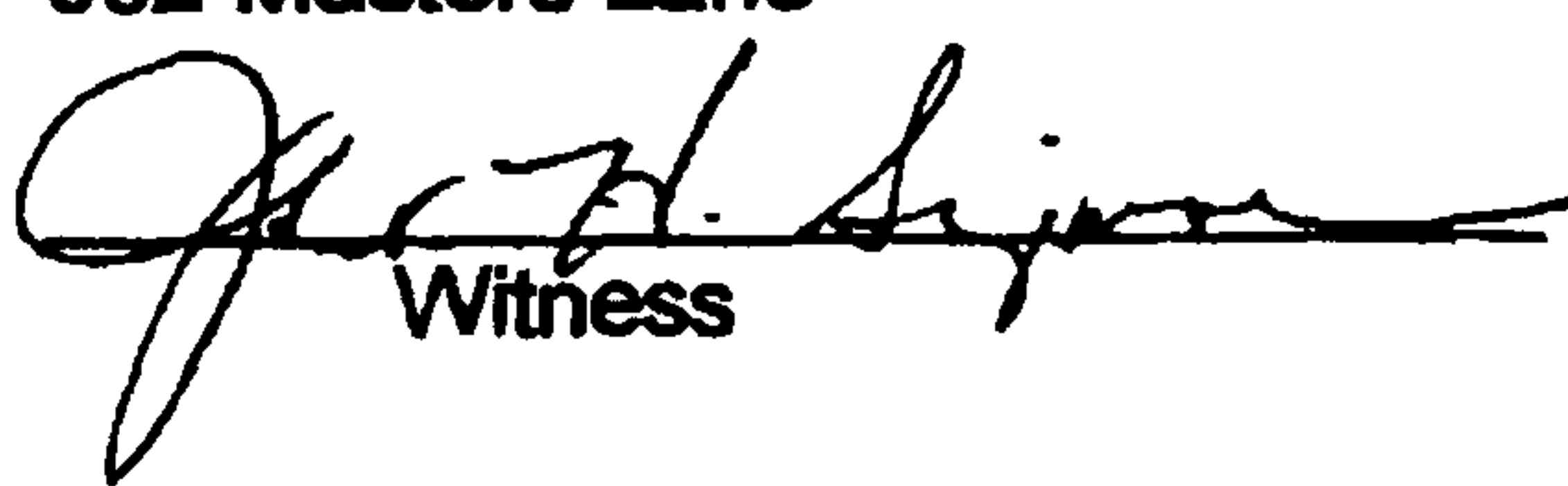
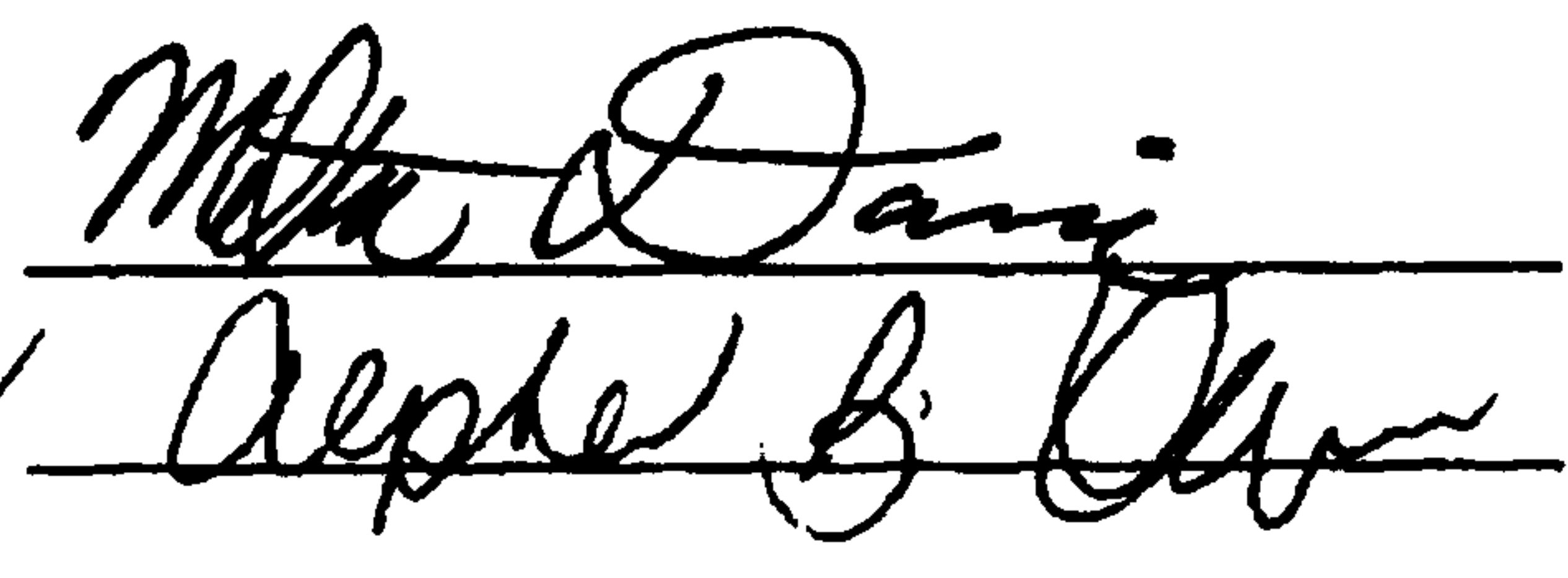
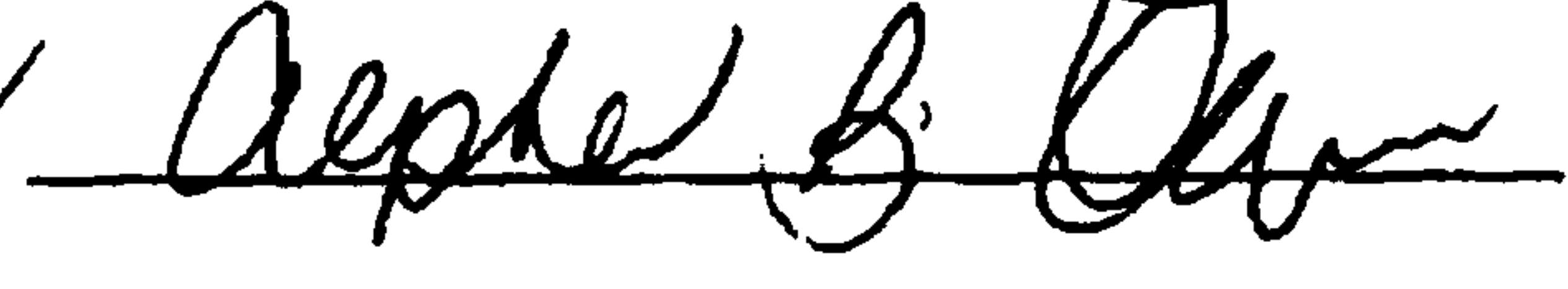
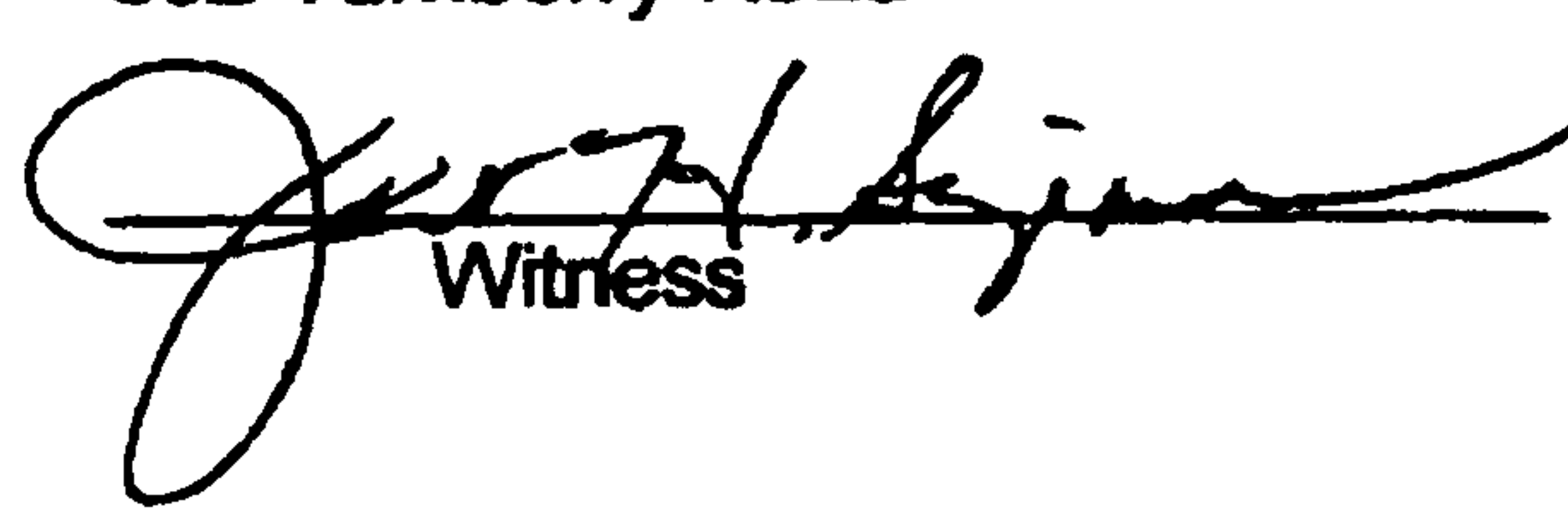
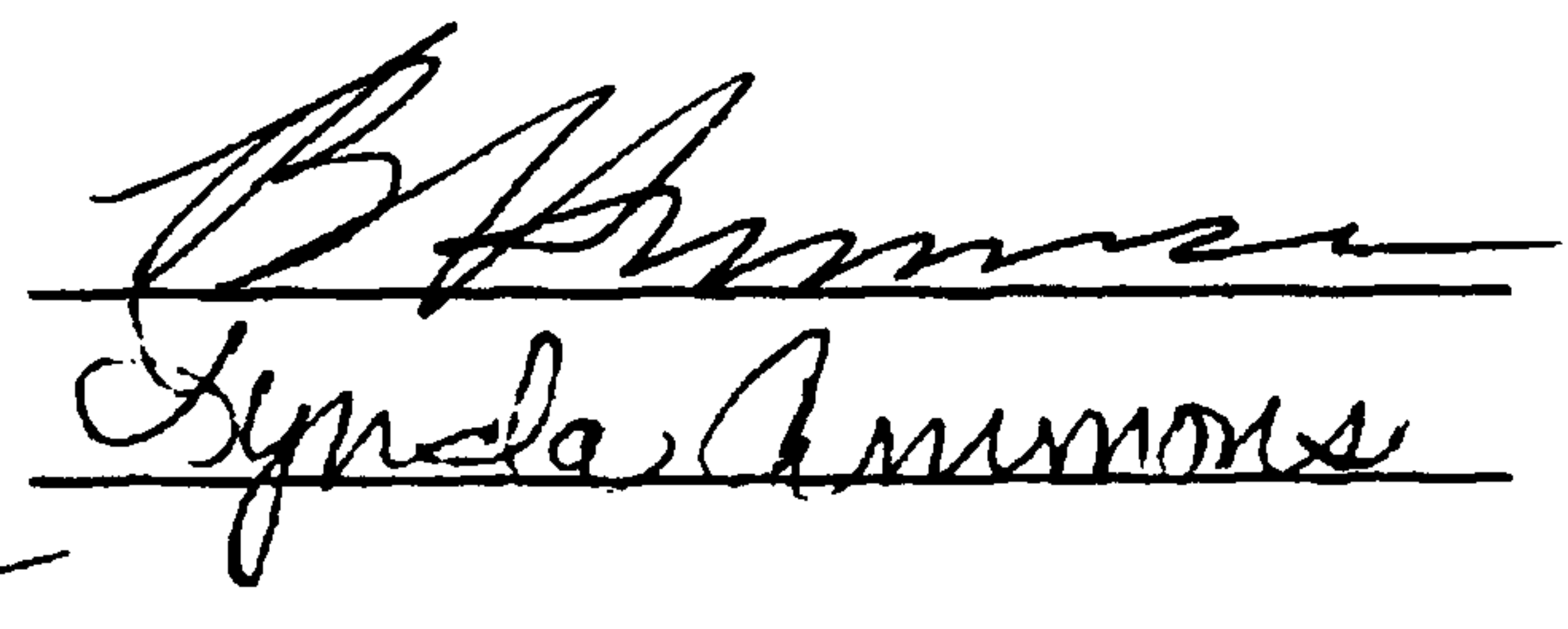
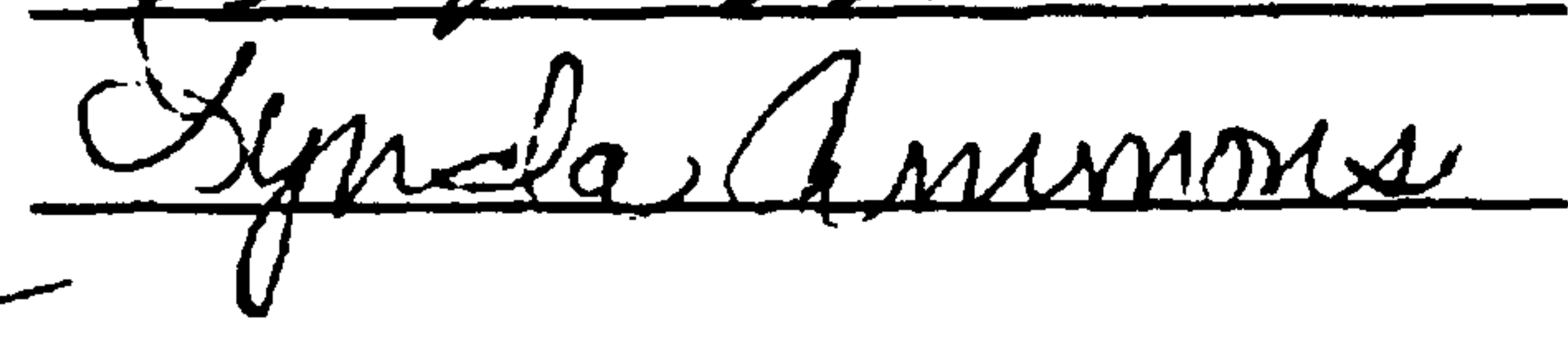
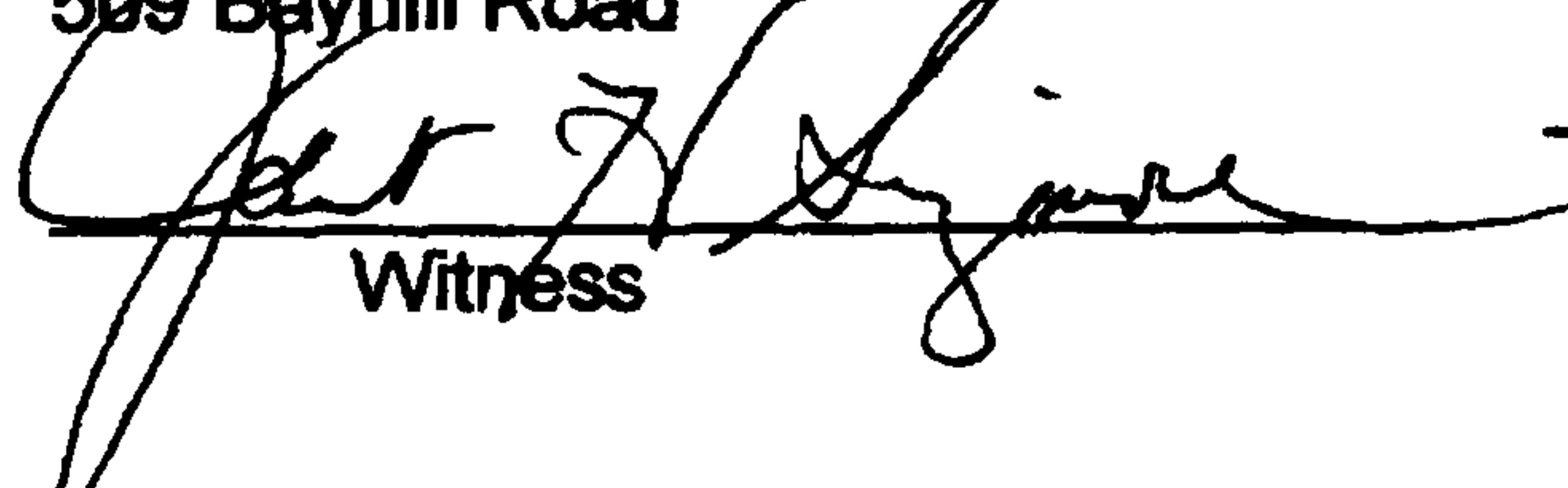
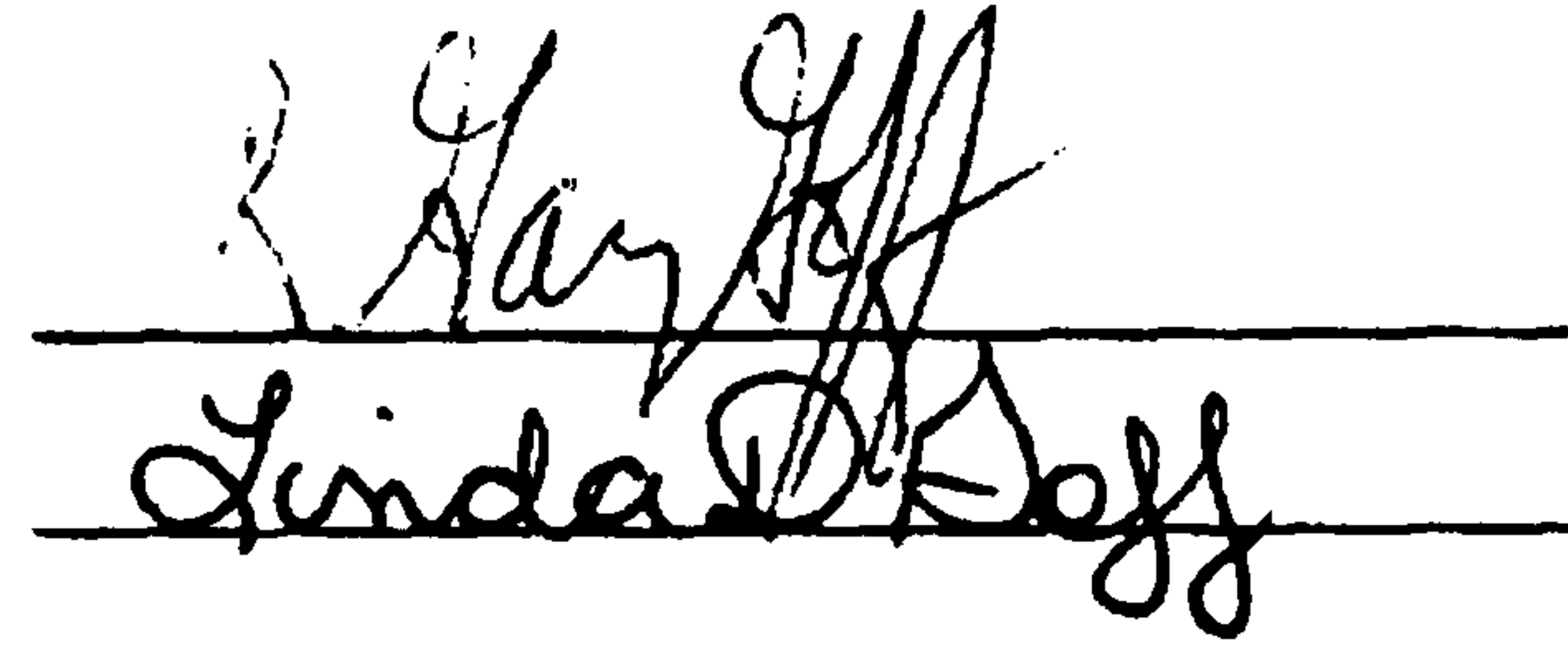
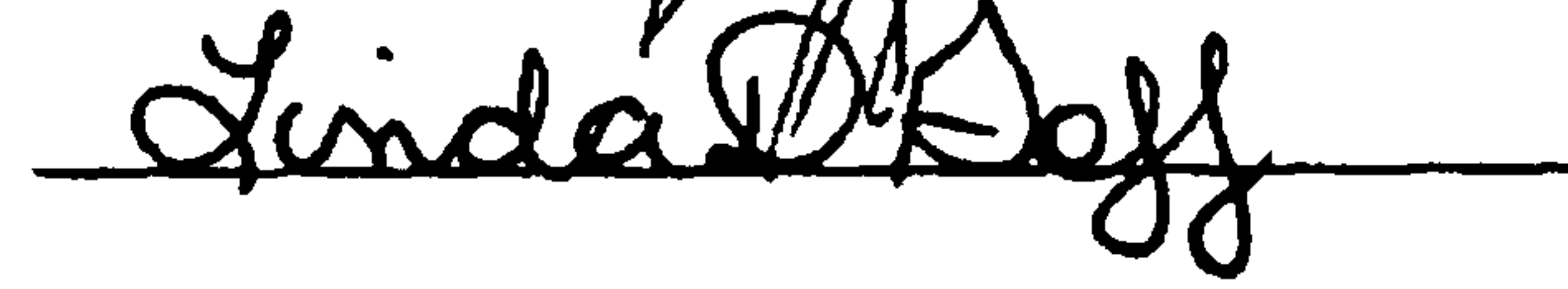
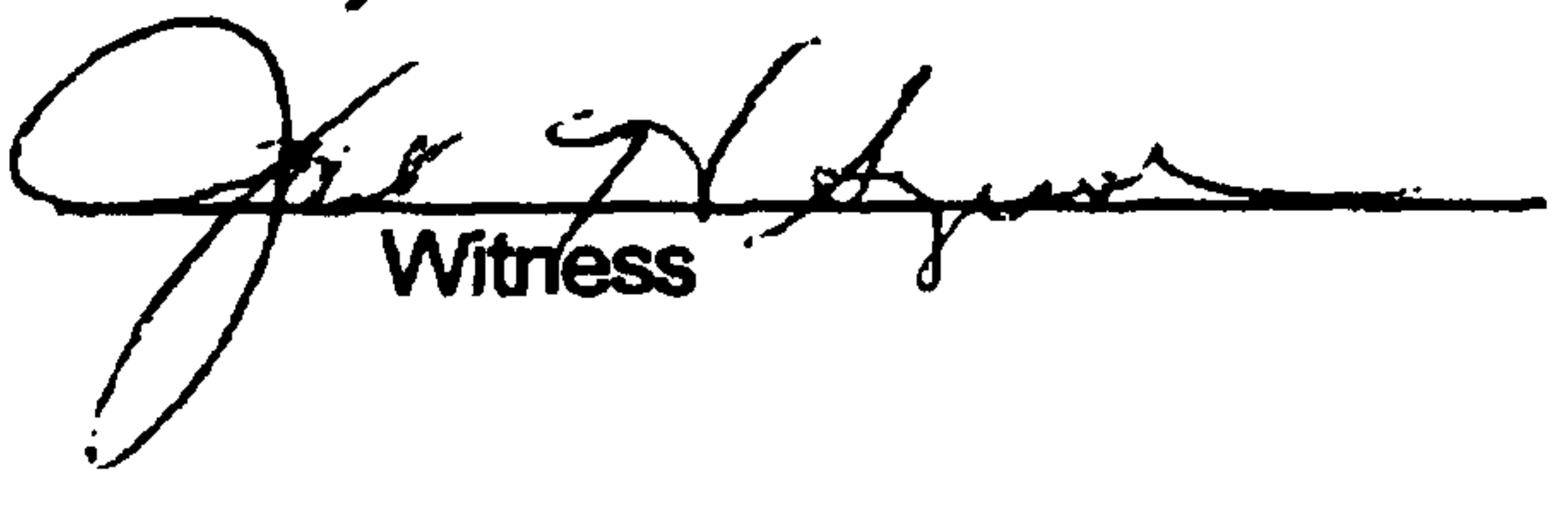
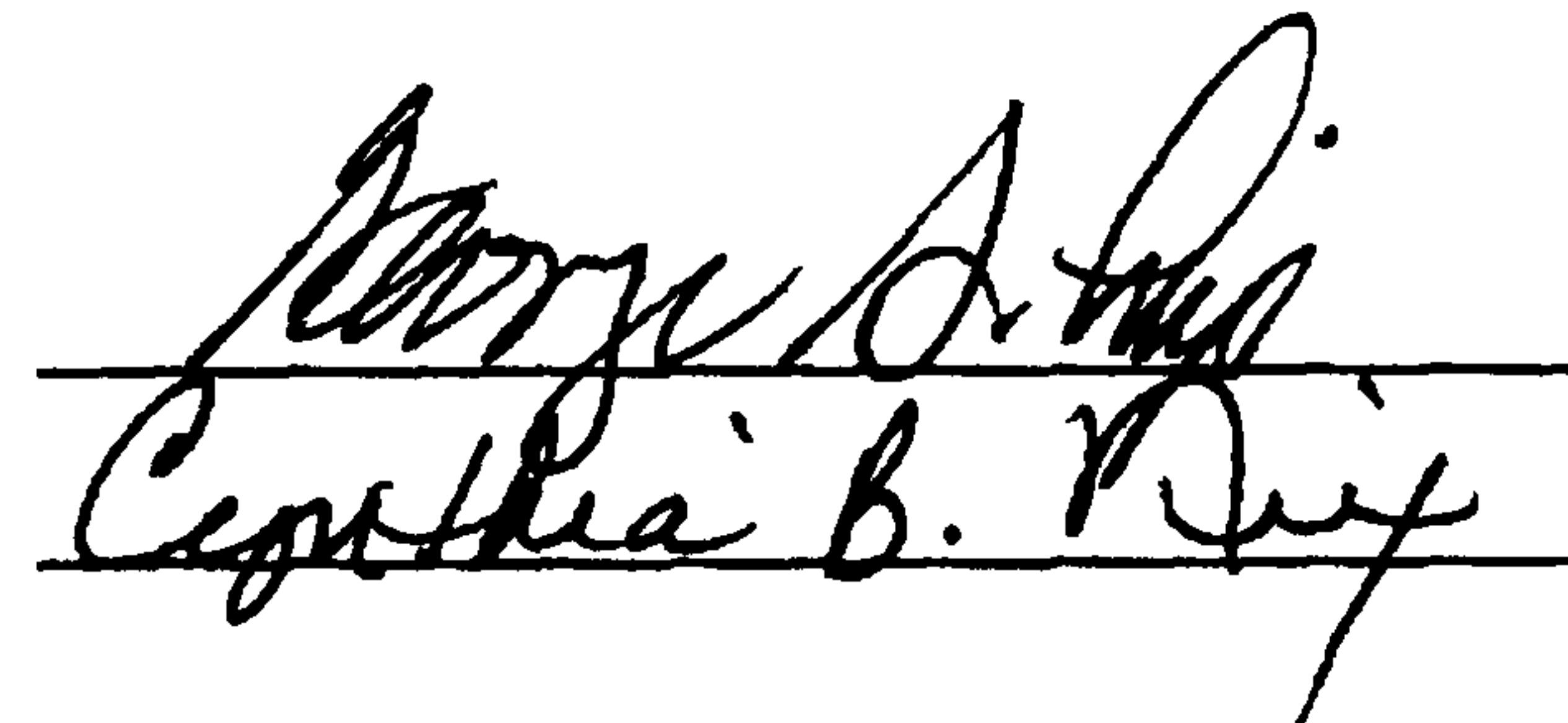
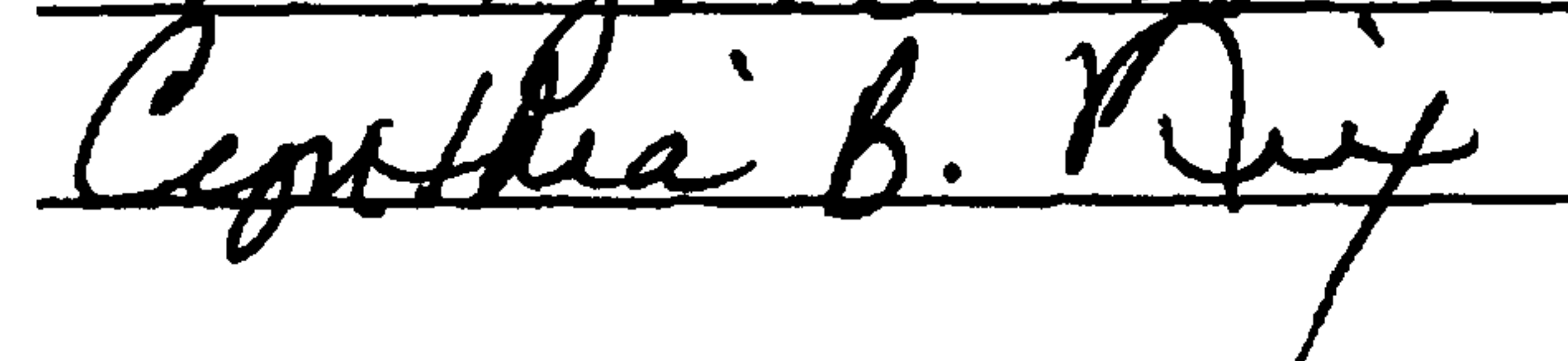
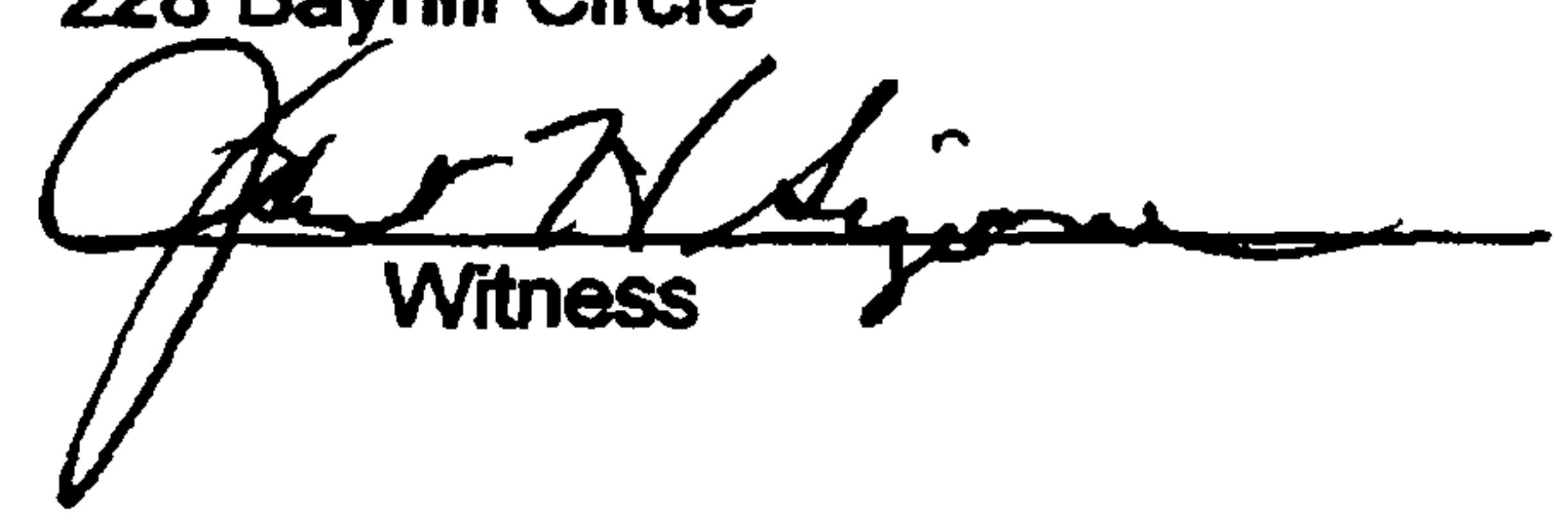
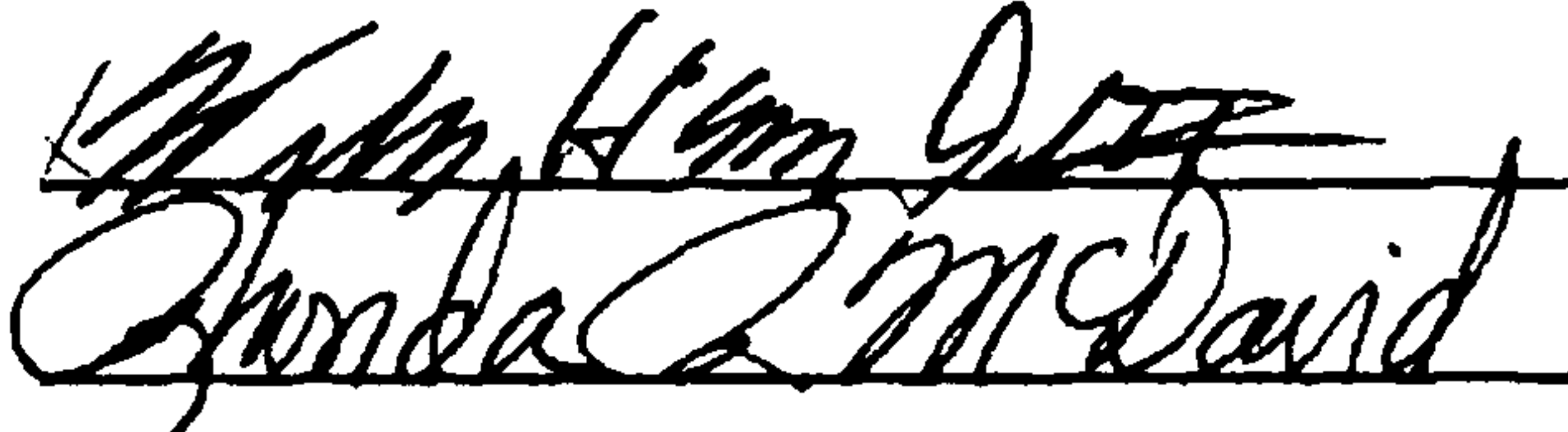
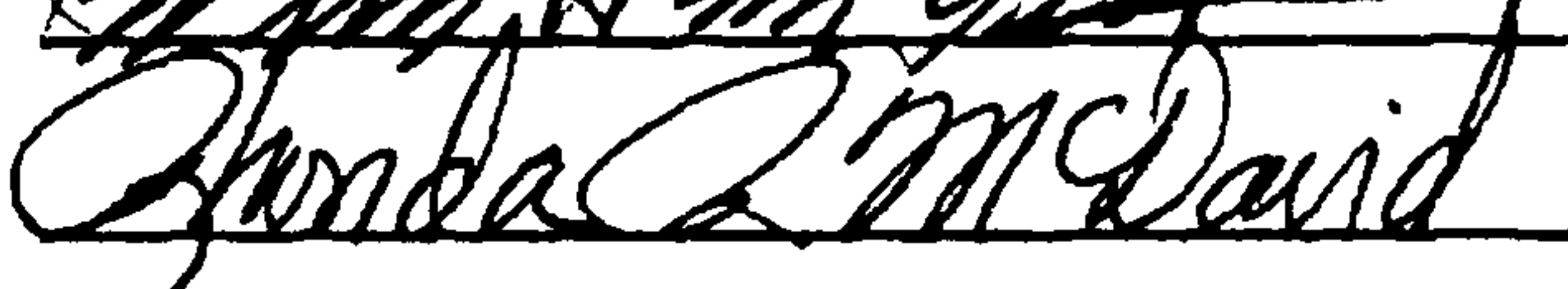
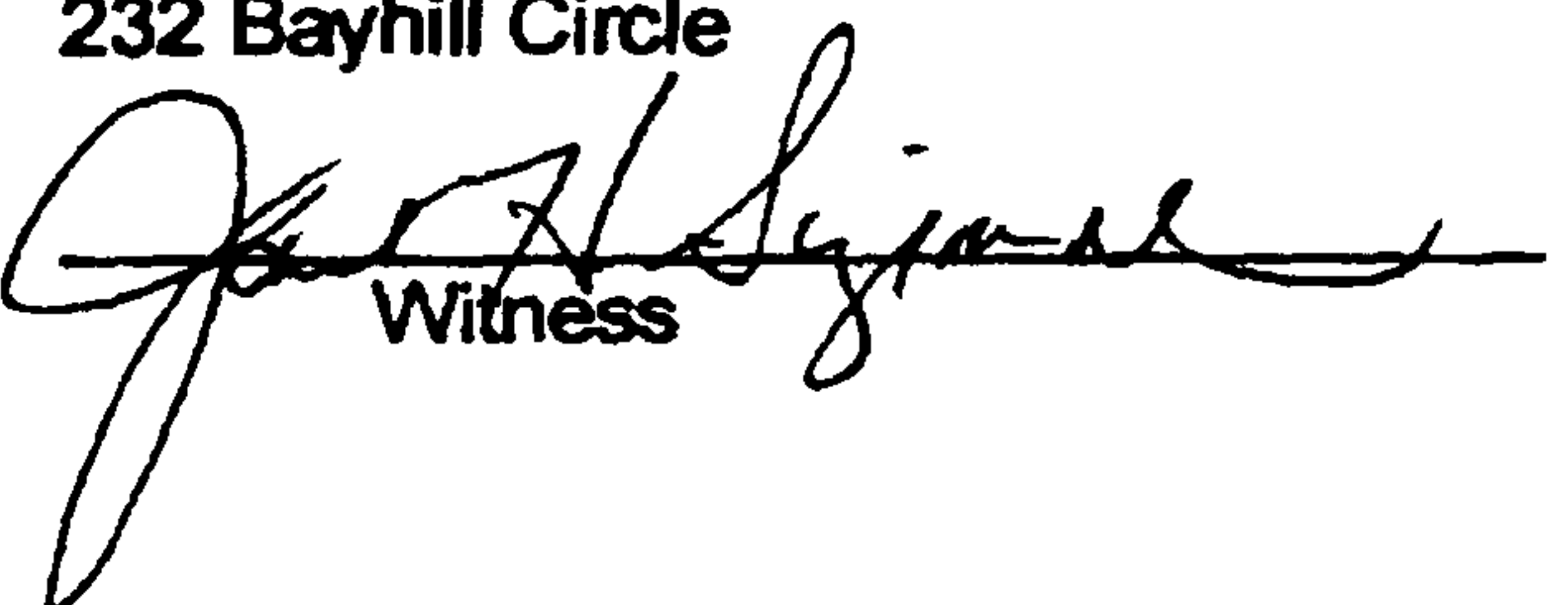
John H. Sizemore
Witness

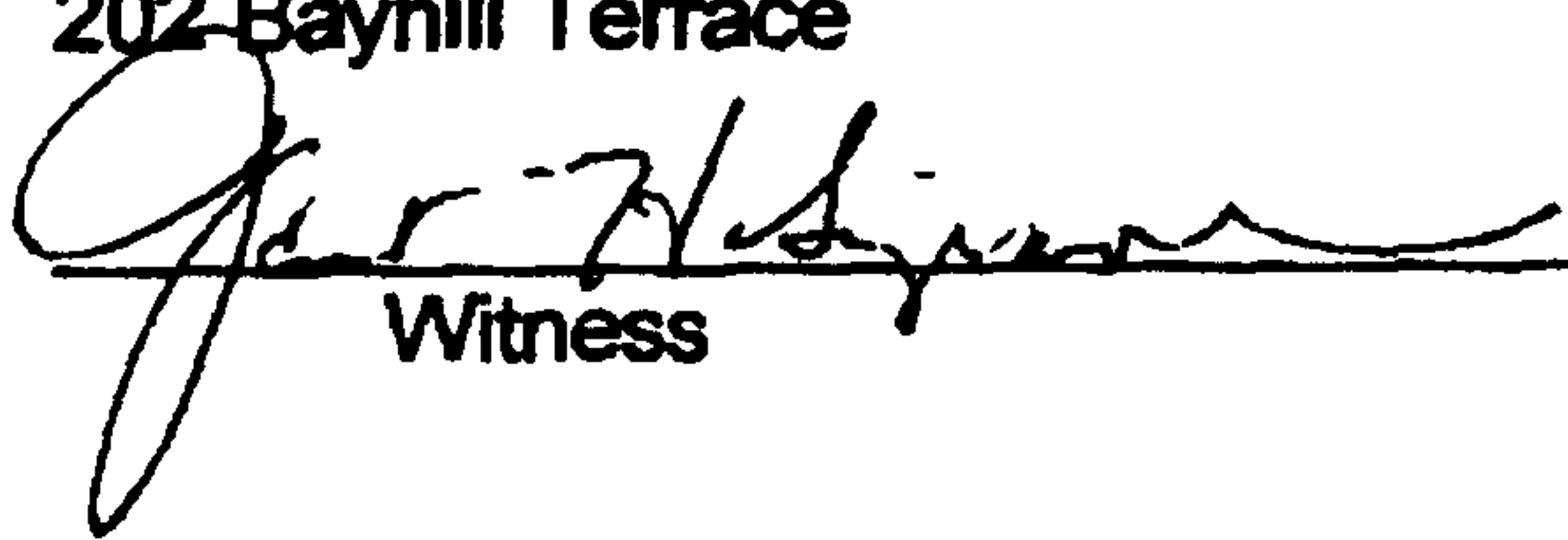
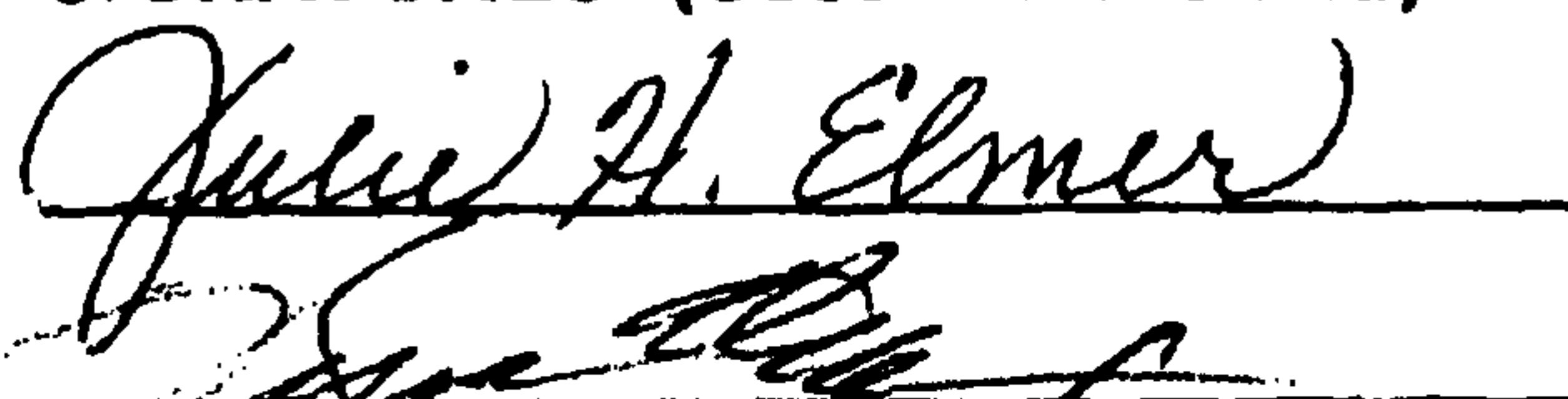

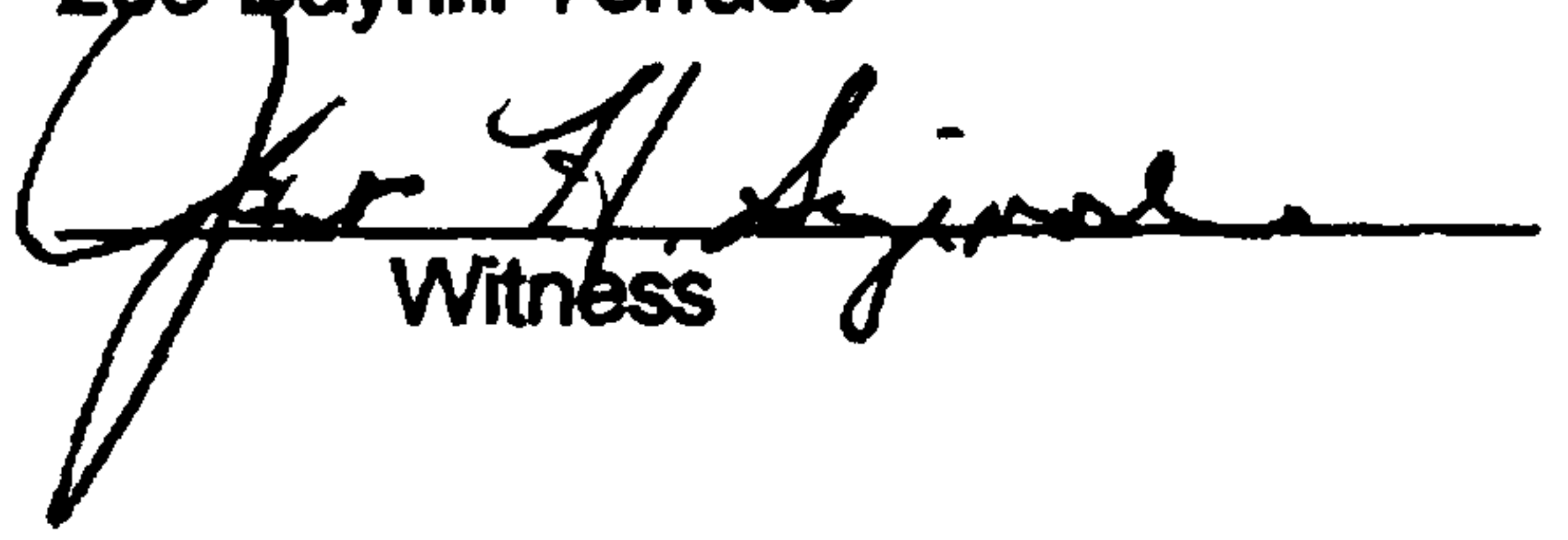
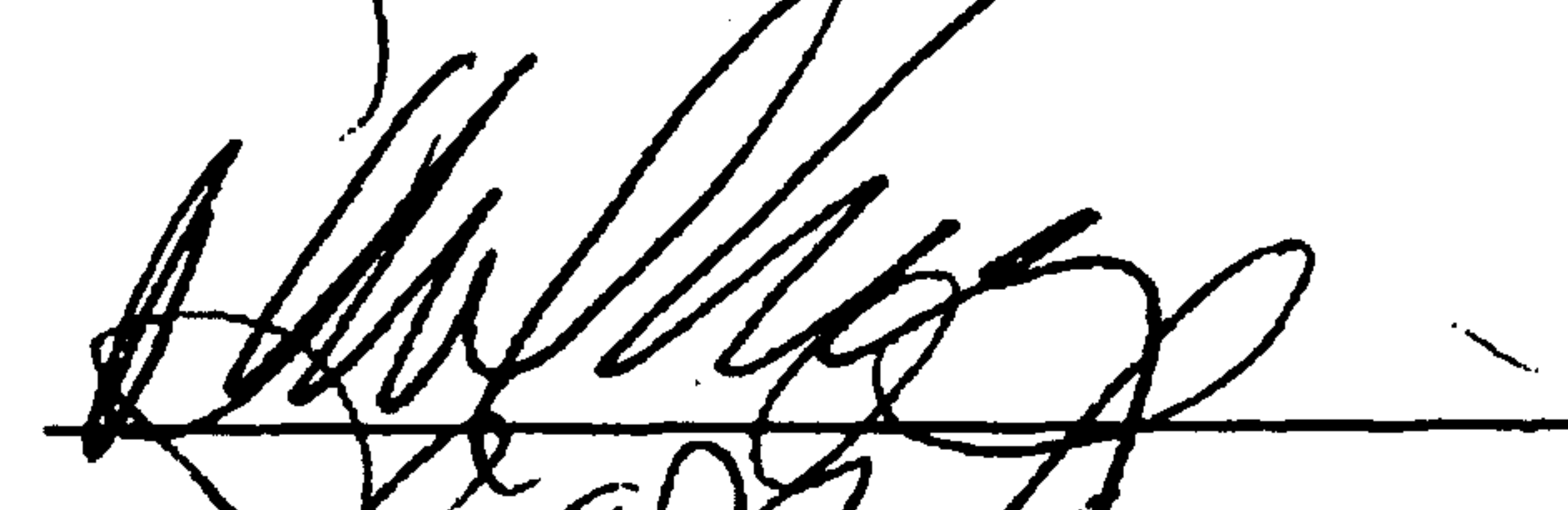
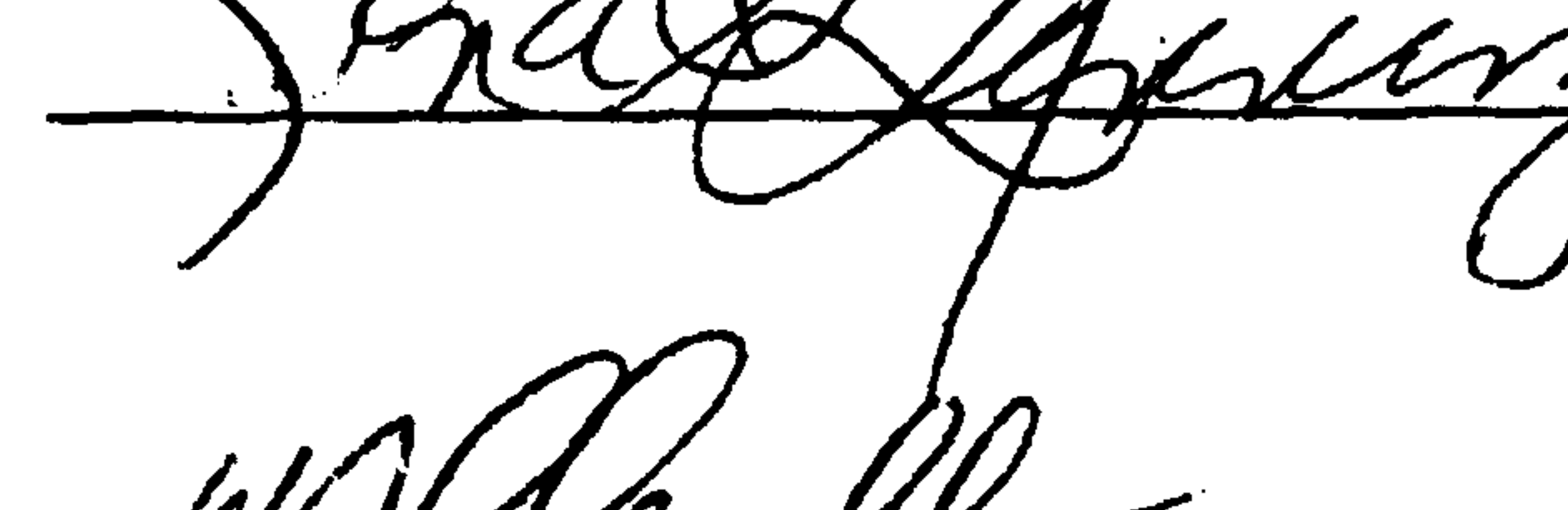
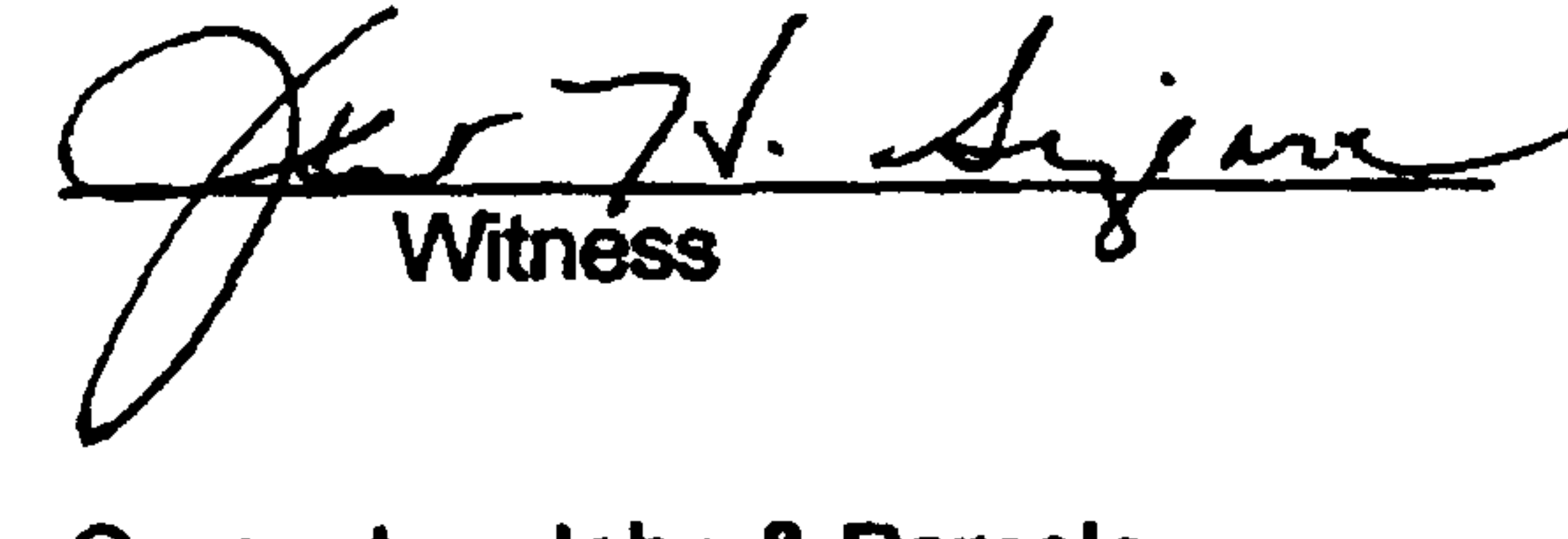
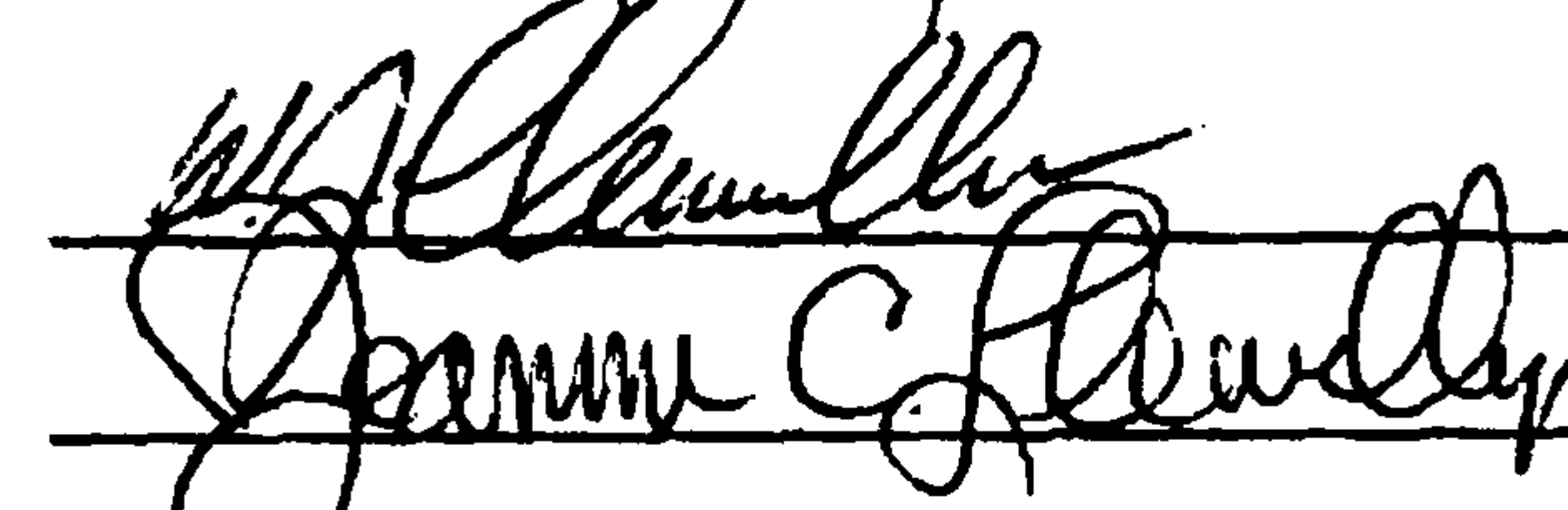

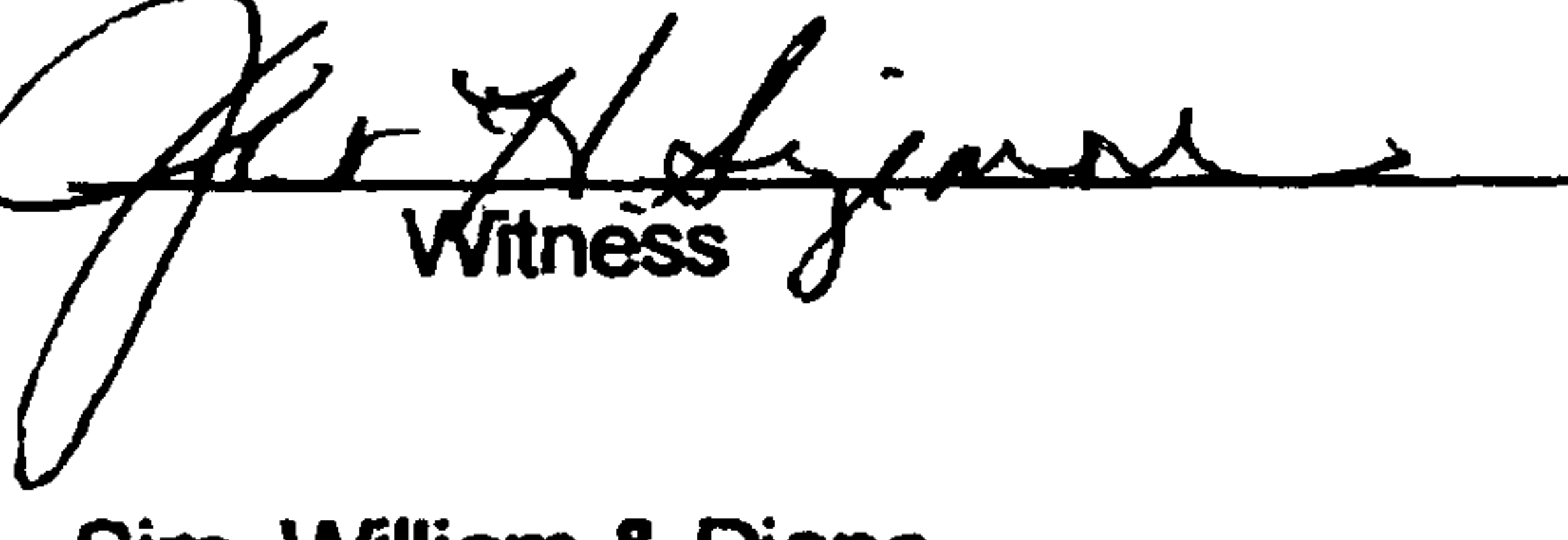
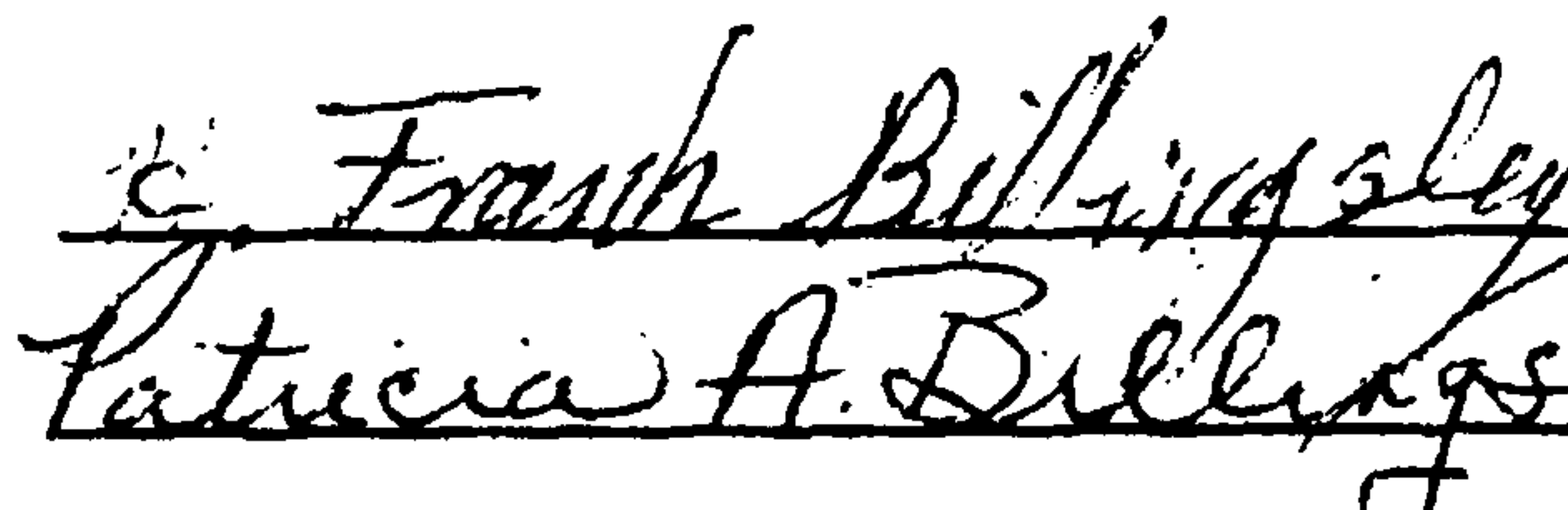

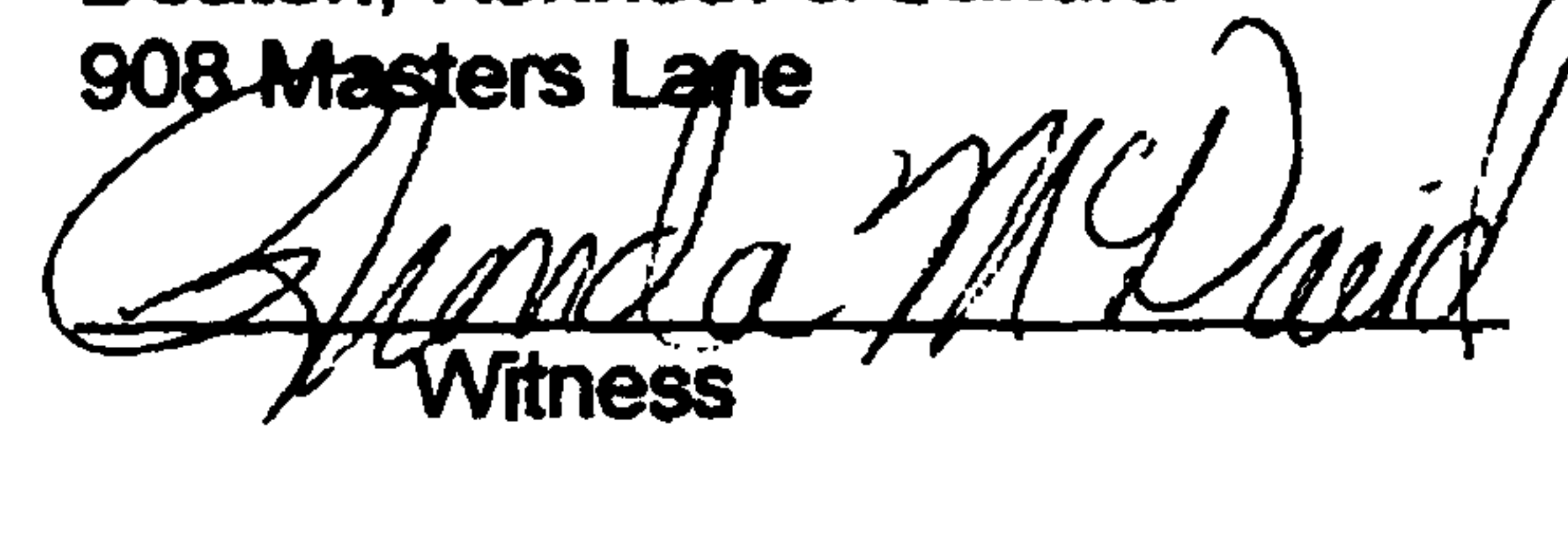


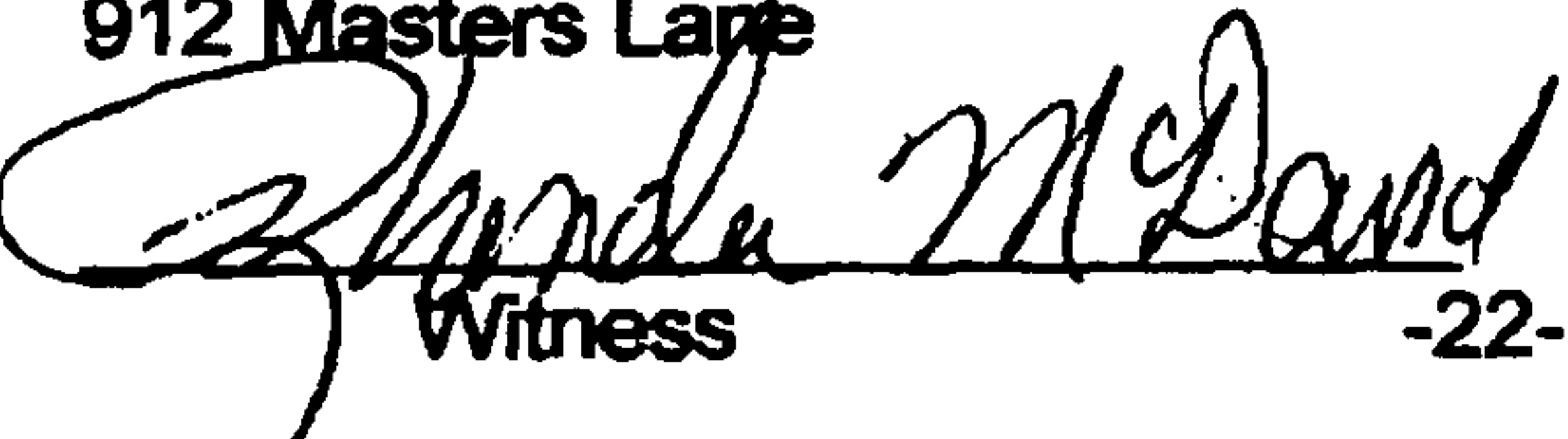
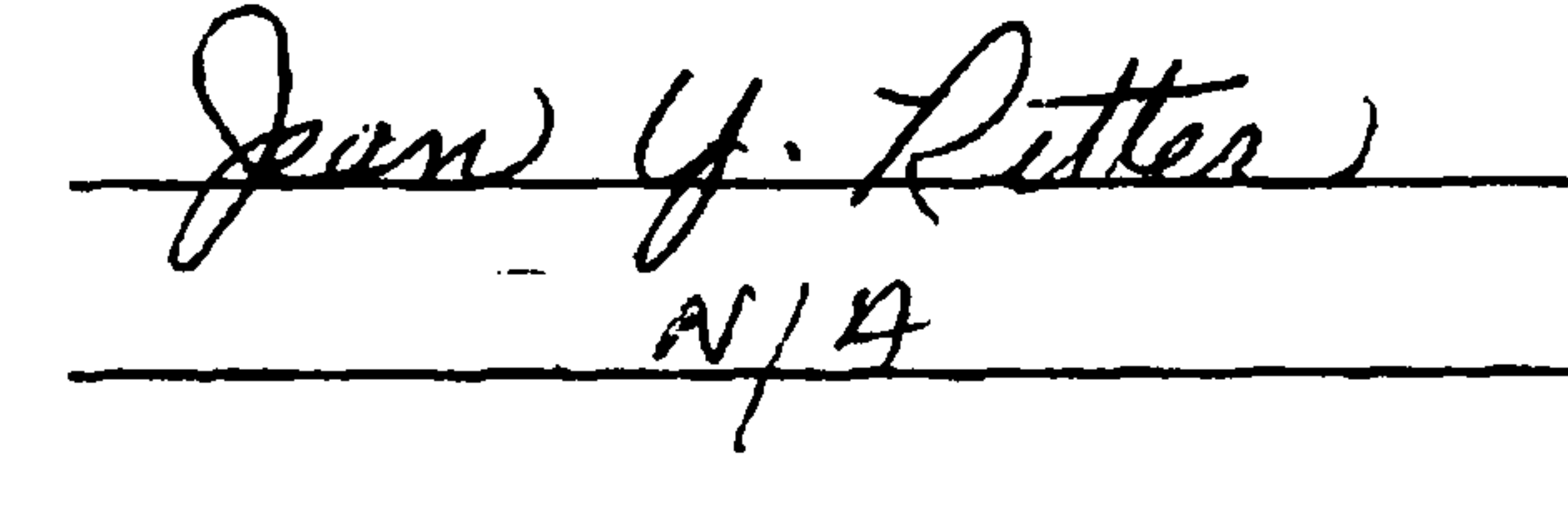
John Kovac
Patricia Kovac



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SECTOR FOUR—FIRST ADDITION

LOT #	NAME/ADDRESS	SIGNATURES
41	Hull, Michael & Kathryn J 902 Masters Lane	 
	 Witness	
44	Gordon, David & Debra 904 Masters Lane	
	 Witness	
45A	Davis, Milton & Alpha 392 Turnberry Road	 
	 Witness	
45B	Ammons, L.B. & Lynda 509 Bayhill Road	 
	 Witness	
46	Goff, Linda 505 Bayhill Road	 
	 Witness	
47	Nix, George & Cynthia 228 Bayhill Circle	 
	 Witness	
48	McDavid, Tripp & Rhonda 232 Bayhill Circle	 
	 Witness	

LOT #	NAME/ADDRESS	SIGNATURES (Sector 4-1 st 5 add)
49	Elmer, Julie H. 202 Bayhill Terrace  Witness	 
50	Lenning, Robert M. & Dana 206 Bayhill Terrace  Witness	 
51	Llewellyn, W. Joseph & Jeannine 210 Bayhill Terrace  Witness	 
52	Carpenter, John & Pamela 214 Bayhill Terrace Witness	
53	Billingsly, Frank & Patricia 218 Bayhill Terrace  Witness	 
54	Sim, William & Diane 508 Bayhill Road Witness	
55	Deaton, Kenneth & Sandra 908 Masters Lane  Witness	 
56	Ritter, Curtis & Jean 912 Masters Lane  Witness	 N/A



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LOT #

NAME/ADDRESS

SIGNATURES (Sector 4-1st5 add)

57

Alder, Michael & Marian
916 Masters Lane

John M. Dand
Witness

Michael Alder
Marian Alder

58

Powers, Thomas & Linda
920 Masters Lane

John H. Signe
Witness

Thomas Powers
Linda D. Powers

59

Rast, Danny & Cheryl
924 Masters Lane

John H. Signe
Witness

Cheryl Rast
Daniel B. Rast

60

Rice, W. C.
933 Masters Lane

John H. Signe
Witness

W. C. Rice

61

Whitehead, Dennis & Elizabeth
929 Masters Lane

John H. Signe
Witness

Elizabeth C. Whitehead
Dennis Whitehead

62

Rourke, Donald & Elma
925 Masters Lane

Witness

63

Stump, Kevin & Jane
921 Masters Lane

John H. Signe
Witness

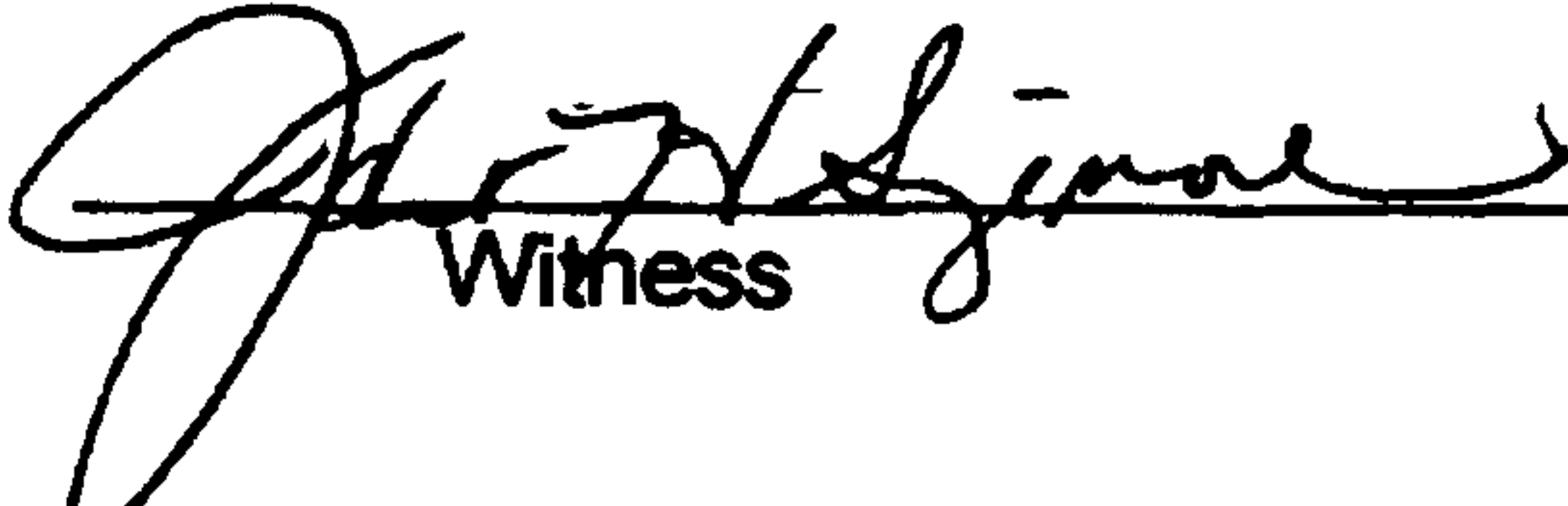
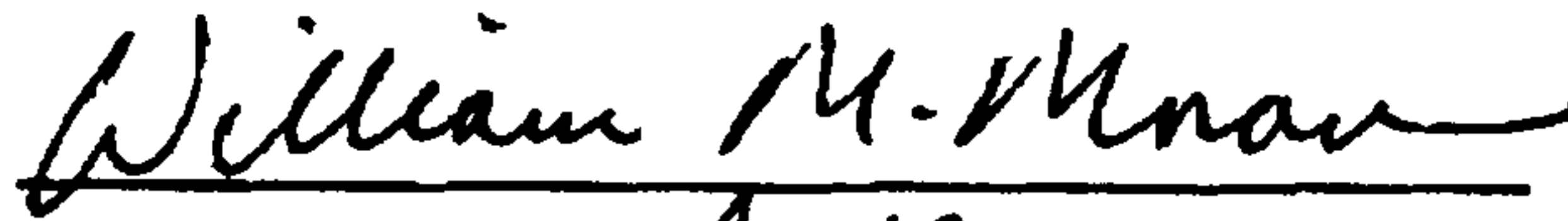

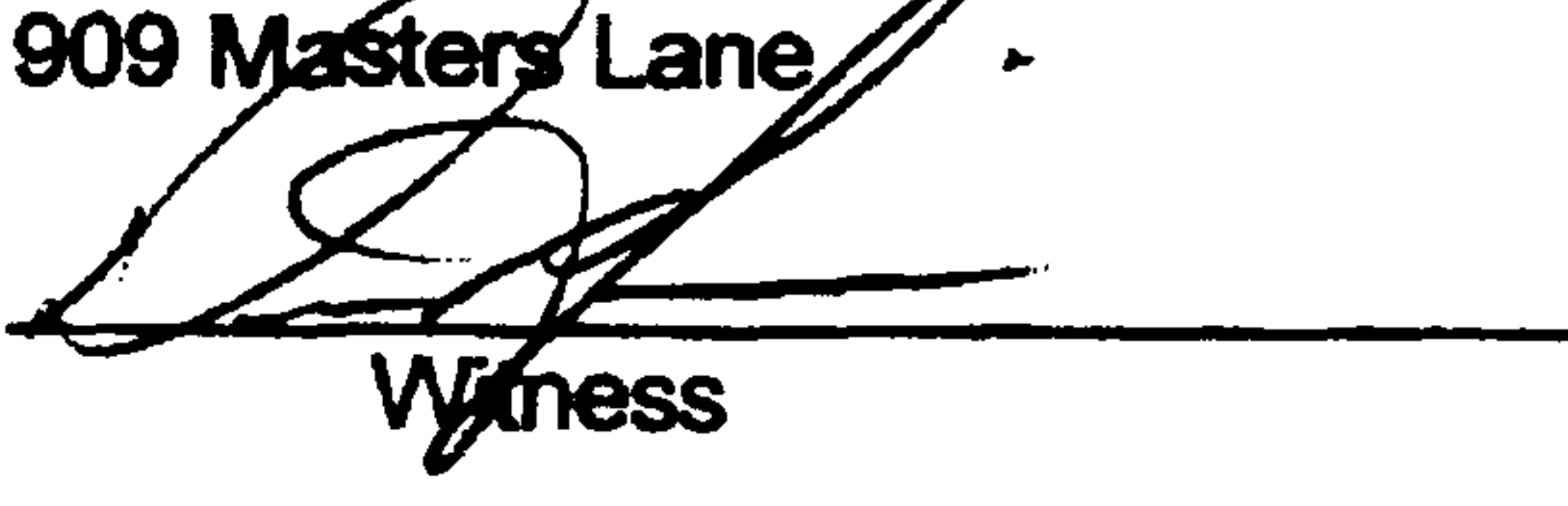

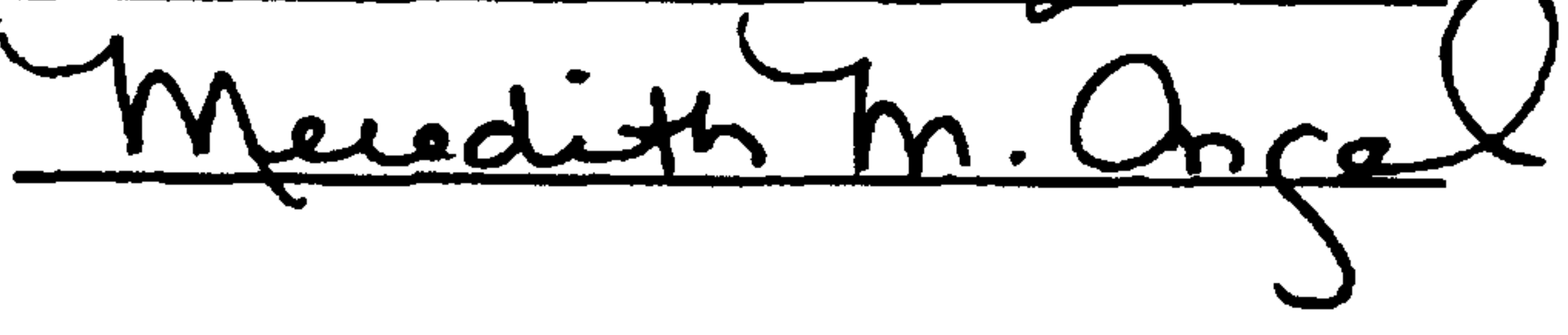
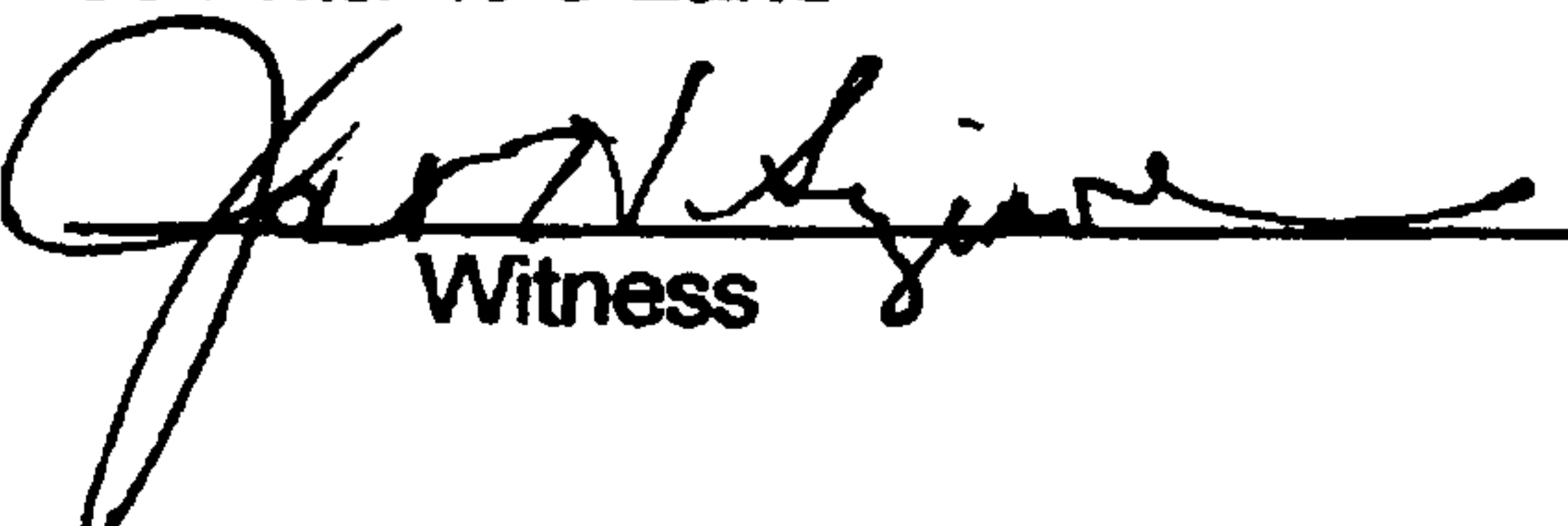



Kevin Stump
Jane Stump

64


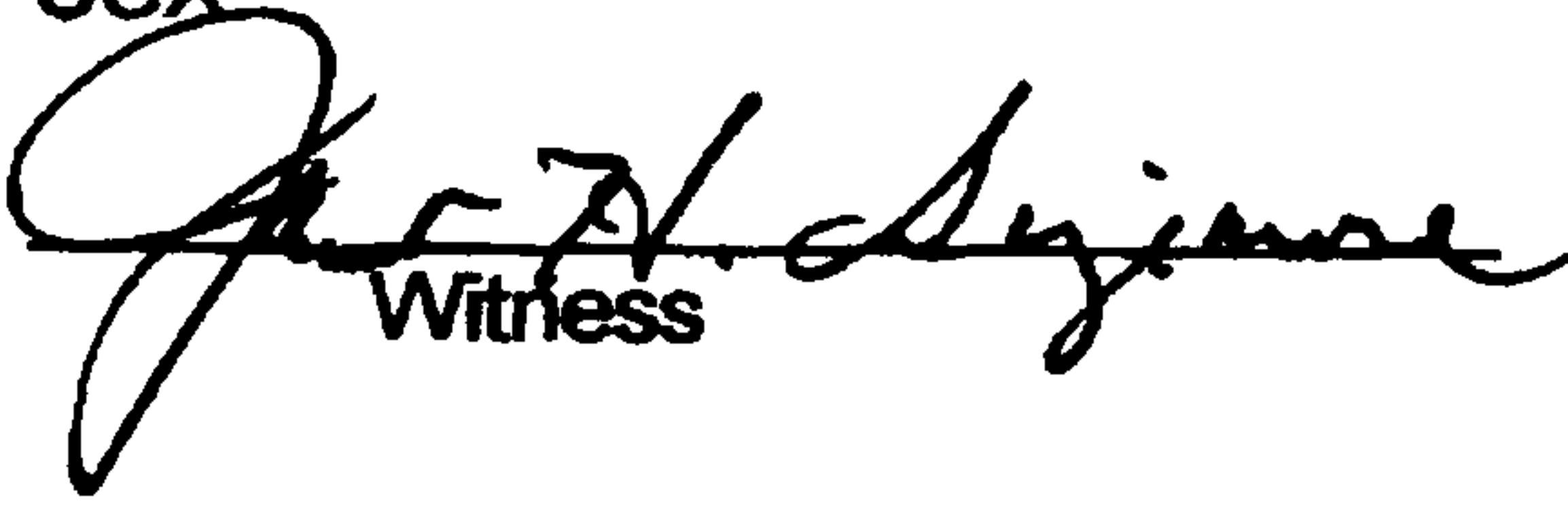
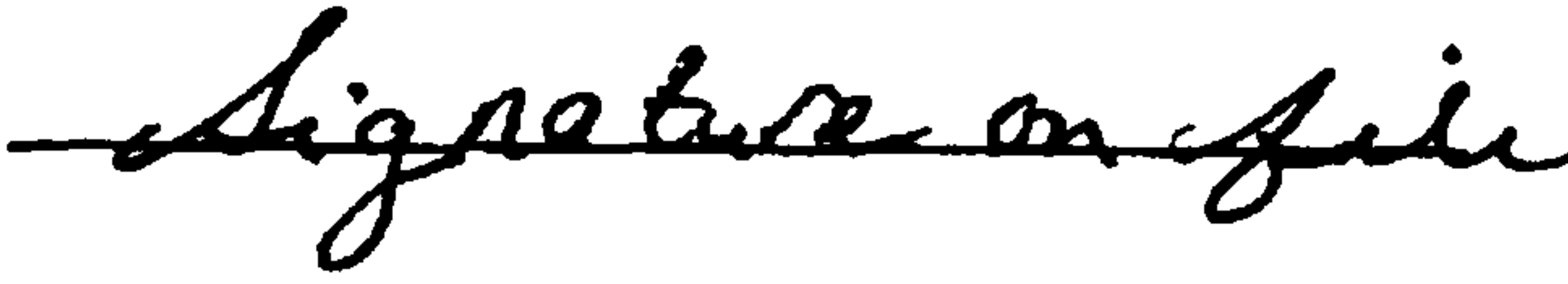
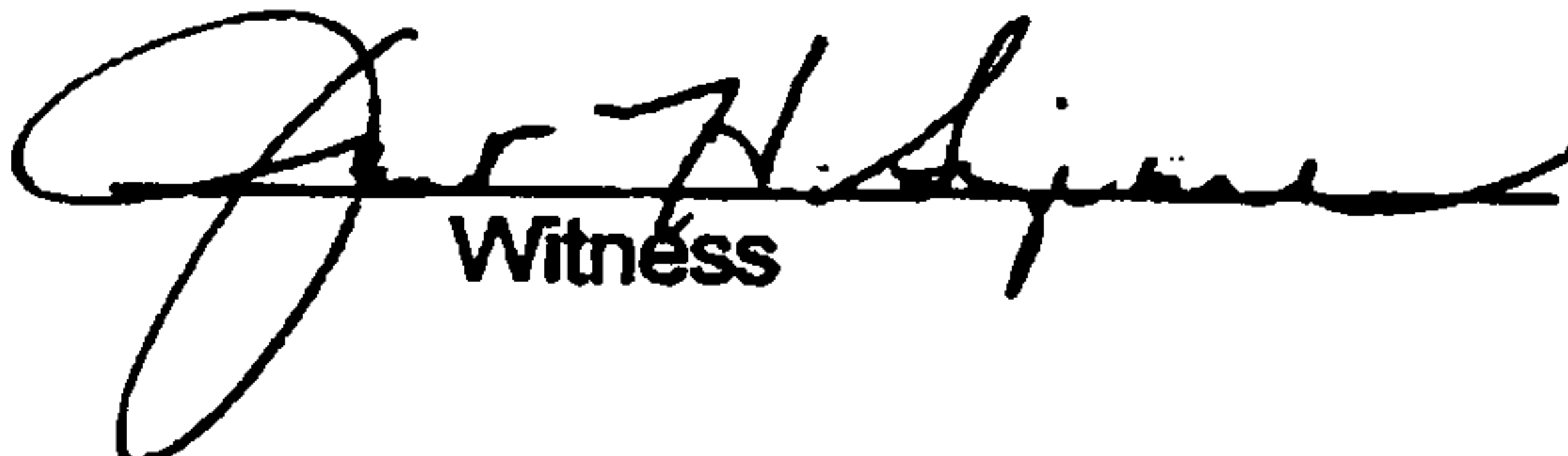


Hunt, Susan A.
917 Masters Lane

Stanley Hunt
Witness

Susan A. Hunt
Kevin W. Hunt

LOT #	NAME/ADDRESS	SIGNATURES (Sector 4-1-5 add)
65	Moran, William & Mary 913 Masters Lane  Witness	 
66	Angel, William P. & Meredith 909 Masters Lane  Witness	 
70	Davidson, Rod & Cheryl 905 Masters Lane  Witness	 
71A	Sellers, Keith & Terri 901 Masters Lane  Witness	

SECTOR FOUR—SECOND ADDITION

2	Anderson, Charles & Jewel 462 Heatherwood Drive  Witness	
③	USX  Witness	
4	Sanders, Joseph & LaVonne 325 Turnberry Road  Witness	 



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LOT #	NAME/ADDRESS	SIGNATURES (Sector 4 - 2 nd Add)
⑤	Adams, Larry & Carroll 329 Turnberry Road <u>Stanley D. Adams</u> Witness	<u>Larry E. Adams</u> <u>Carroll M. Adams</u>
6	McKinney, Steven & Diane 333 Turnberry Road <u>Joe H. Signe</u> Witness	<u>Steven A. McKinney</u> <u>Diane M. McKinney</u>
7	O'Malley, John & Catherine 337 Turnberry Road <u>Witness</u>	
8	Harris, Aaron & Edna 341 Turnberry Road <u>Joe H. Signe</u> Witness	<u>Aaron Harris</u> <u>Edna M. Harris</u>
9	Vogel, Gregory 345 Turnberry Road <u>Joe H. Signe</u> Witness	<u>H. Gregory Vogel</u>
10	Drum, Rob & Millie Kay 349 Turnberry Road <u>Joe H. Signe</u> Witness	<u>Robert Drum</u> <u>Millie Kay Drum</u>
⑪	USX <u>Joe H. Signe</u> Witness	
⑫	USX <u>Joe H. Signe</u> Witness	



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Shelby Cnty Judge of Probate, AL
01/11/2007 10:08:28AM FILED/CERT

LOT #	NAME/ADDRESS	SIGNATURES (Sector 4 - 2 nd Add)
13	USX Witness	Signature on file
14	USX Witness	Signature on file
15	Moore, Donald & Nancy 328 Turnberry Road Witness	Donald C Moore Nancy S. Moore
16	Dickensen, Larry & Theresa 332 Turnberry Road Witness	Larry Dickenson Theresa Dickenson
17	Hudson, Joseph & Katherin 336 Turnberry Road Witness	Joseph Hudson Katherine Phillips Hudson
18	Dreher, Thomas & Julia 340 Turnberry Road Witness	Thomas A. Dreher Julia Dreher
19	USX Barton, Timothy A & 7601 Gunston Pl. Janice H 35242 Witness	
20	Oyassama, Bayazid, 2028 Tanglewood Rd. USX 348 Turnberry Rd. 35242 Witness	



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Shelby Cnty Judge of Probate, AL
01/11/2007 10:08:28AM FILED/CERT

LOT #	NAME/ADDRESS	SIGNATURES (Sector 4 - 2 nd Add)
21	Henderson, James & Roberta (lot owner) Turnberry Road _____ Witness	_____ _____
22	Henderson, James & Roberta 356 Turnberry Road _____ Witness	_____ _____
23	Lee, Frank & Peggy 360 Turnberry Road _____ Witness	_____ _____
24	Amdall, Mark & Karen 364 Turnberry Road _____ Witness	<u>Mark D Amdall</u> <u>Karen A Amdall</u>
25	Rebillot, Chris & Claire 368 Turnberry Road _____ Witness	_____ _____
26	Jones, Sam & Billie 372 Turnberry Road _____ Witness	<u>Sam E. Jones</u> <u>Billie G. Jones</u>
27	Smith, David & Marsha 376 Turnberry Road _____ Witness	<u>David R Smith</u> <u>Marsha M. Smith</u>

LOT #	NAME/ADDRESS	SIGNATURES (Sector 4 - 2 nd Add)
28	Wesler, Michael & Cathy 380 Turnberry Road	<u>Michael W. Wesler</u> <u>[Signature]</u> Witness
29	Ross, William & Kitty 384 Turnberry Road	<u>William Ross</u> <u>Kitty Ross</u> <u>[Signature]</u> Witness
30A	Holly, Stephen & Margaret 385 Turnberry Road	<u>Stephen Holly</u> <u>Margaret Holly</u> <u>[Signature]</u> Witness
(32)	USX	<u>Signature on file</u> <u>[Signature]</u> Witness
33	Mullis, Dwight & Bonnie 852 Heatherwood Place	<u>Dwight Mullis</u> <u>Bonnie Mullis</u> <u>Mary M. Stevenson</u> Witness
(34)	USX	<u>Signature on file</u> <u>[Signature]</u> Witness
35	Robinson, Jim & Anne 844 Heatherwood Place	<u>Jim Robinson</u> <u>Anne H. Robinson</u> <u>[Signature]</u> Witness
36	Horton, Wayne & Patsy 840 Heatherwood Place	<u>Wayne Horton</u> <u>Patsy Horton</u> <u>Stanley Dancy</u> Witness



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LOT #	NAME/ADDRESS	SIGNATURES (Sector 4 - 2 nd Add)
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38	Massey, Steve & Donna 388 Turnberry Road	
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Witness

SECTOR FOUR—THIRD ADDITION

1A	Stevenson, John & Mary 504 Heatherwood Drive	
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John H. Stevenson
Witness

John Stevenson
Mary M. Stevenson

SECTOR EIGHT

①	USX	
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John H. Stevenson
Witness

Signature on file

2	Vines, Joe & Terry 110 Coshatt Trail	
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John H. Stevenson
Witness

T. Vines
Terry Vines

3	Cowart, David & Denise 114 Coshatt Trail	
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John H. Stevenson
Witness

David R. Cowart
Denise A. Cowart

4	DeLoach, Mitchell & Marilyn 118 Coshatt Trail	
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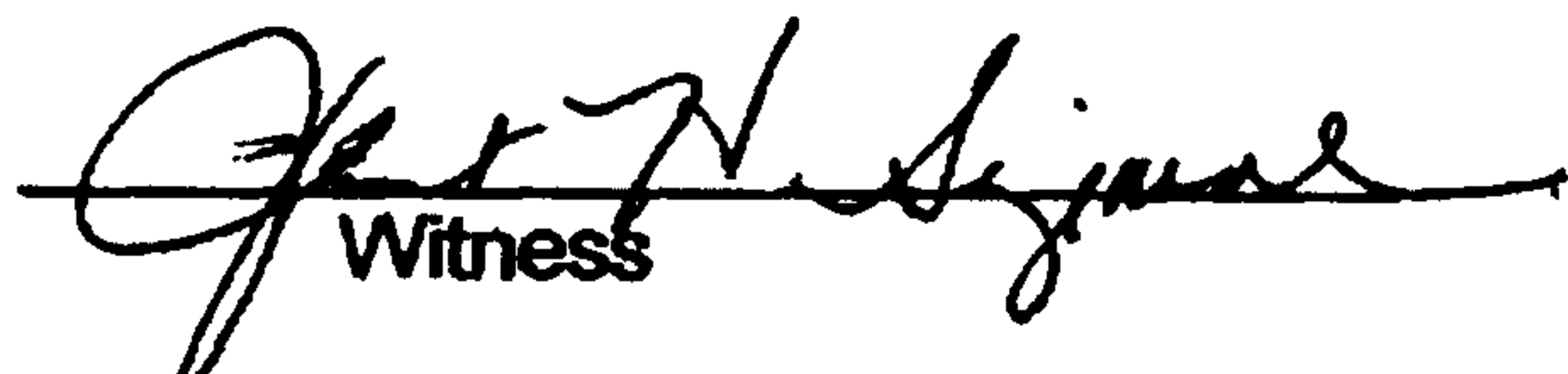
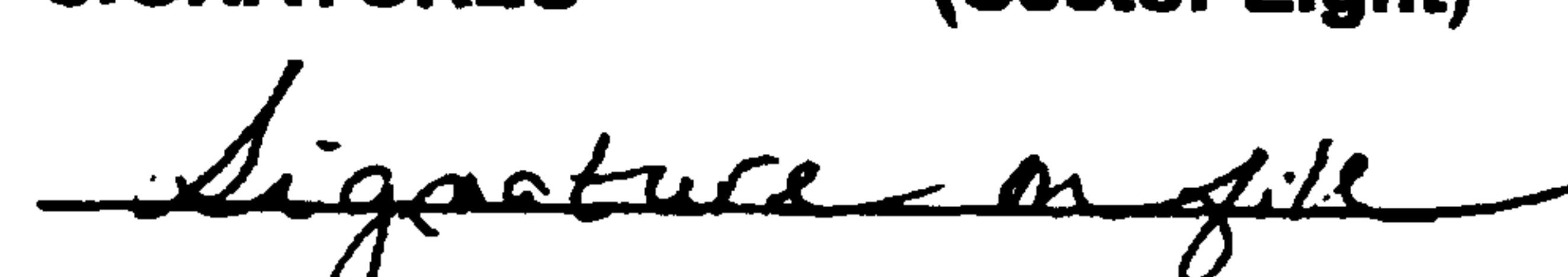
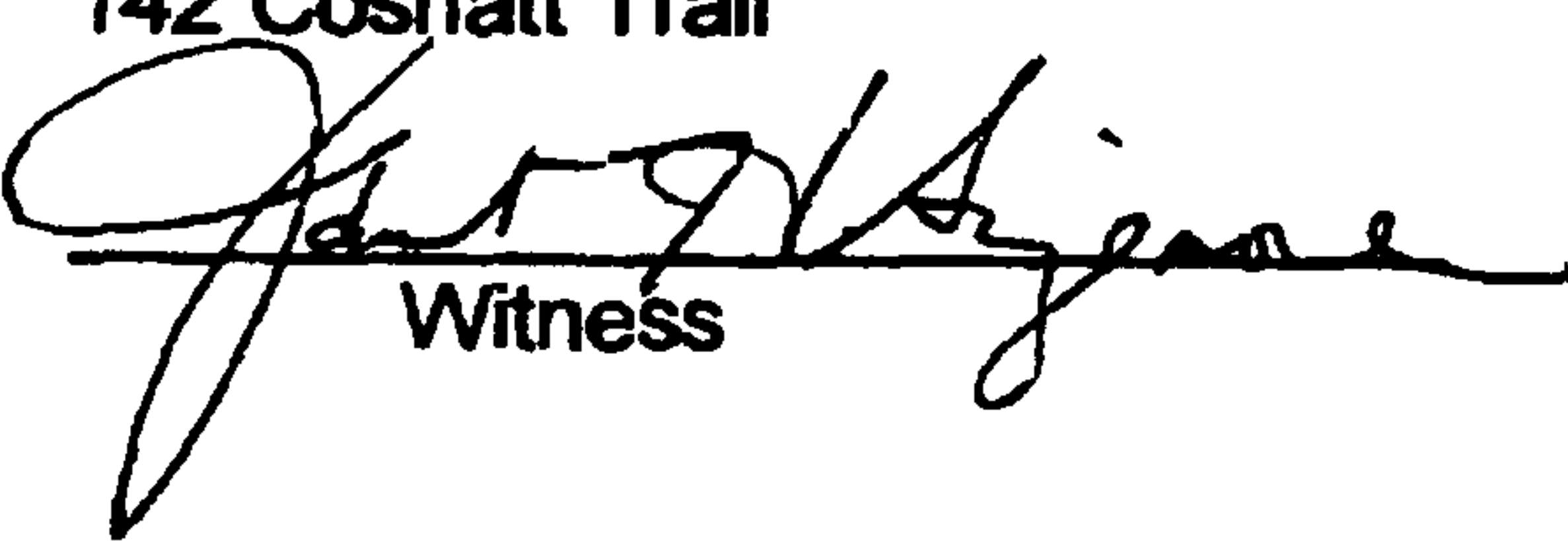
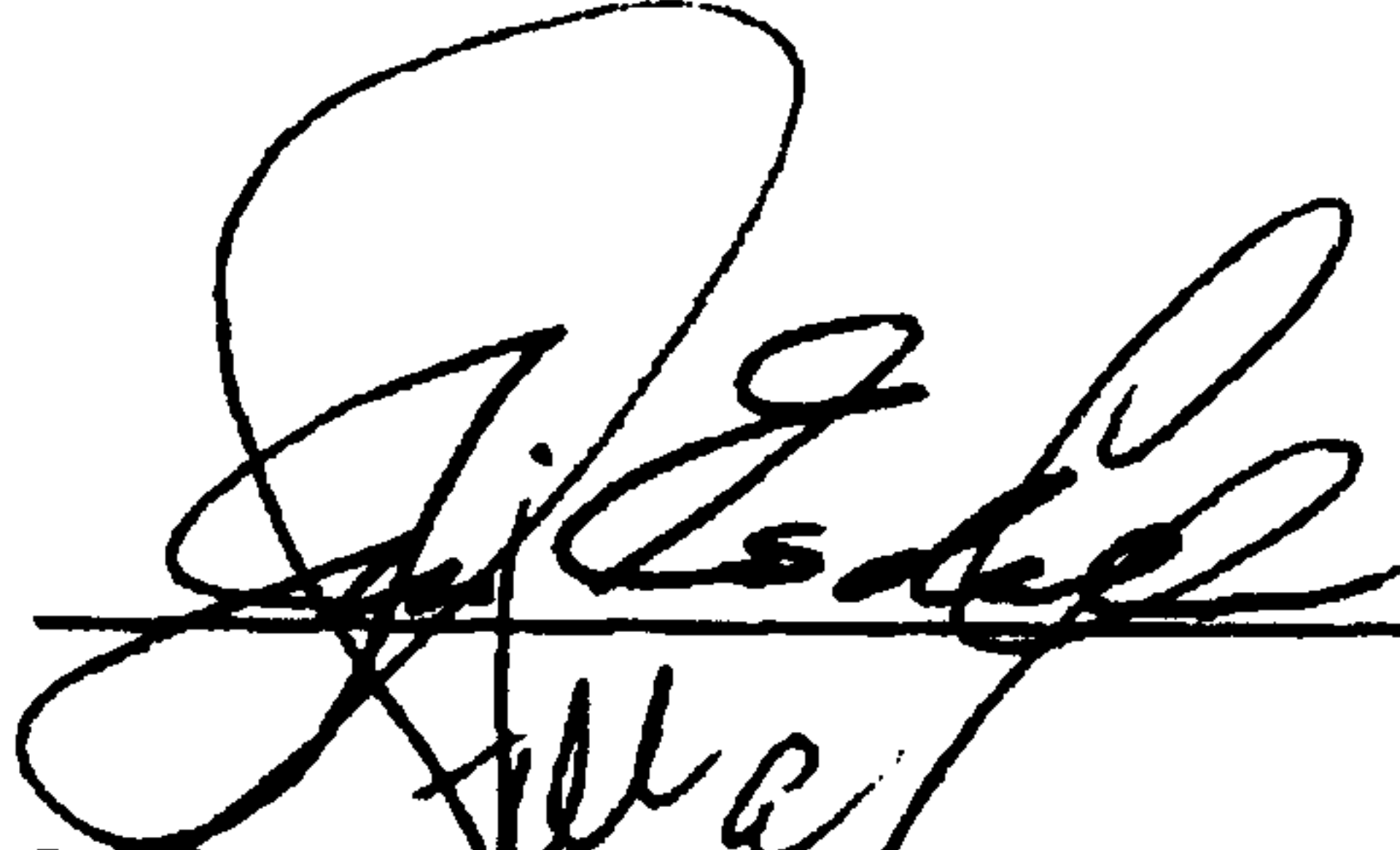
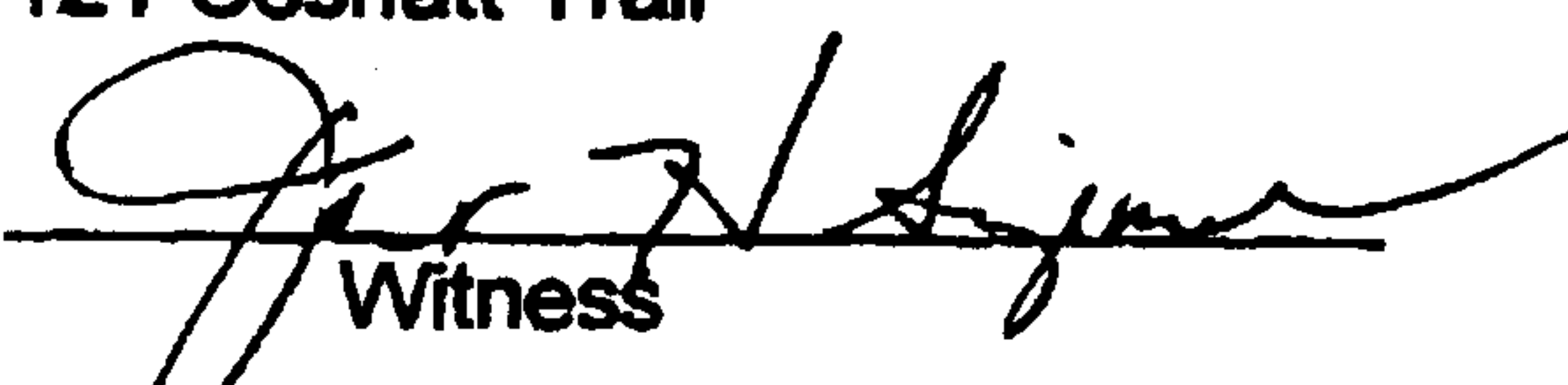
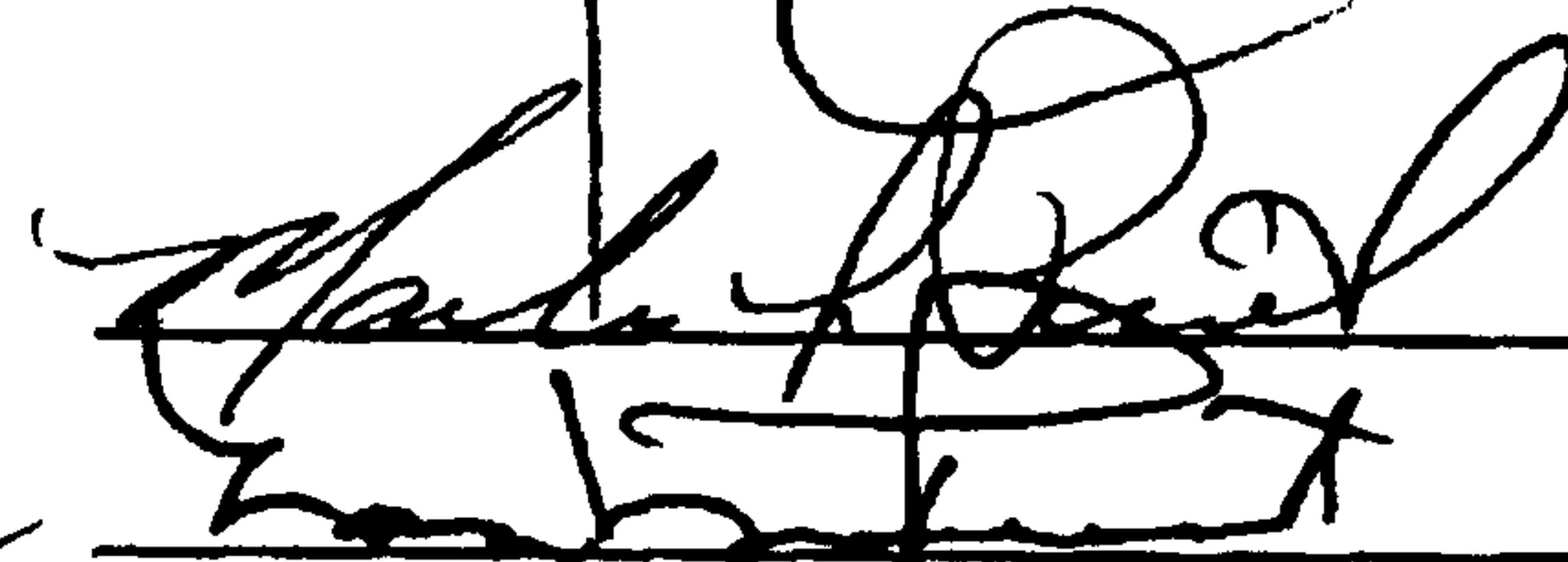
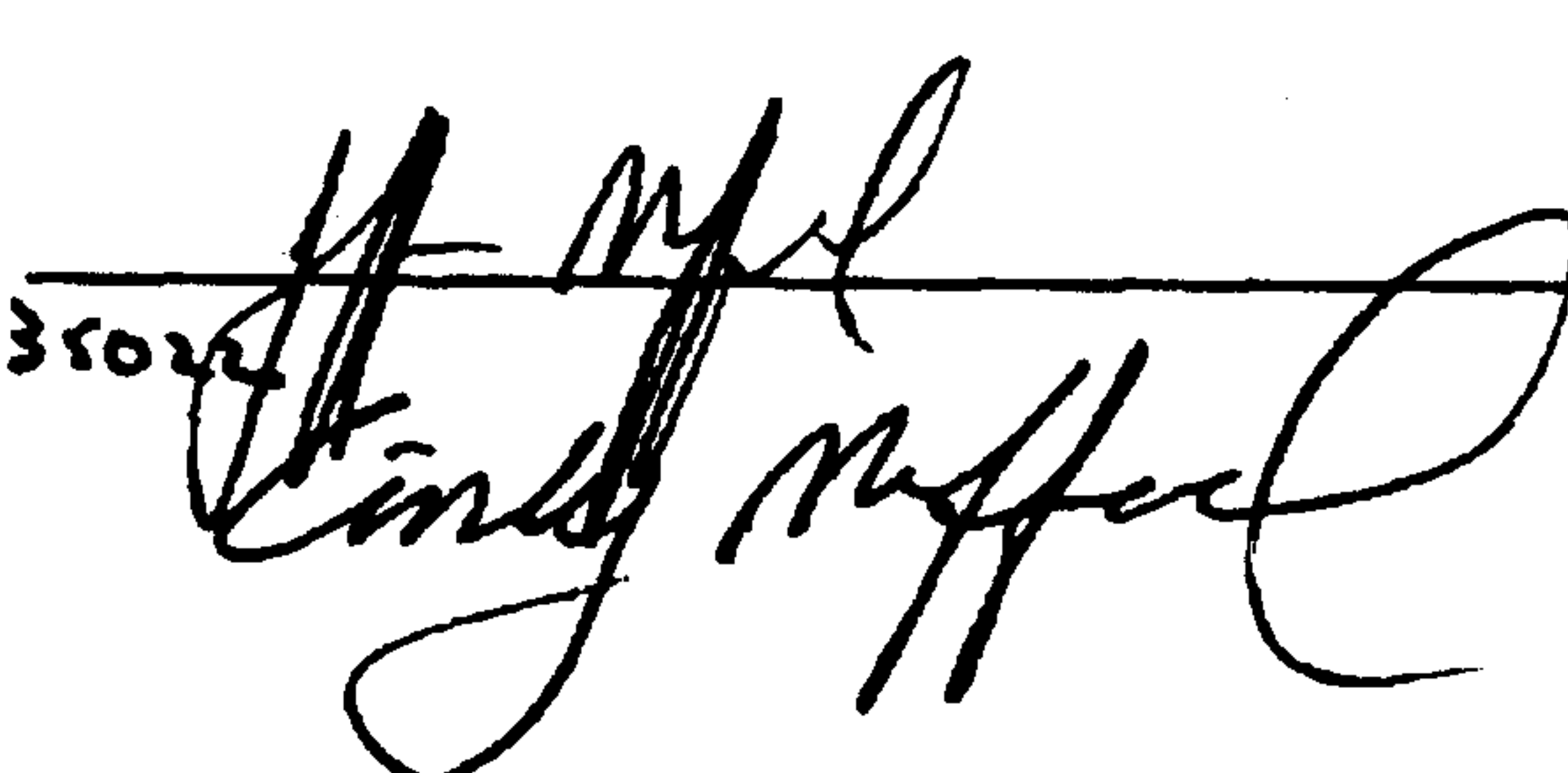
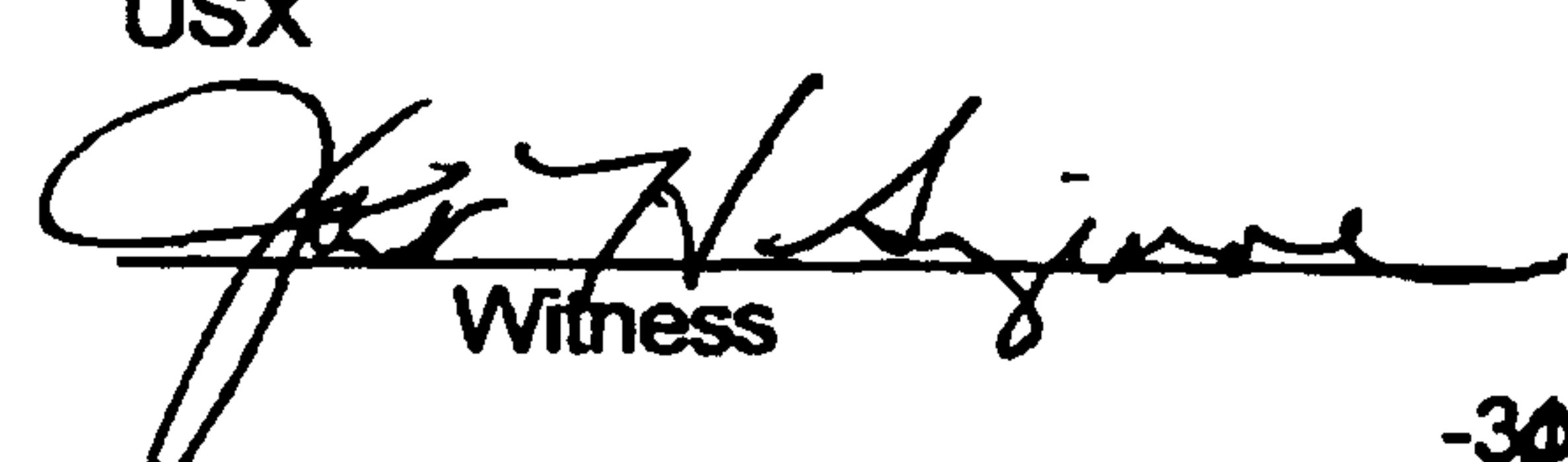

John H. Stevenson
Witness

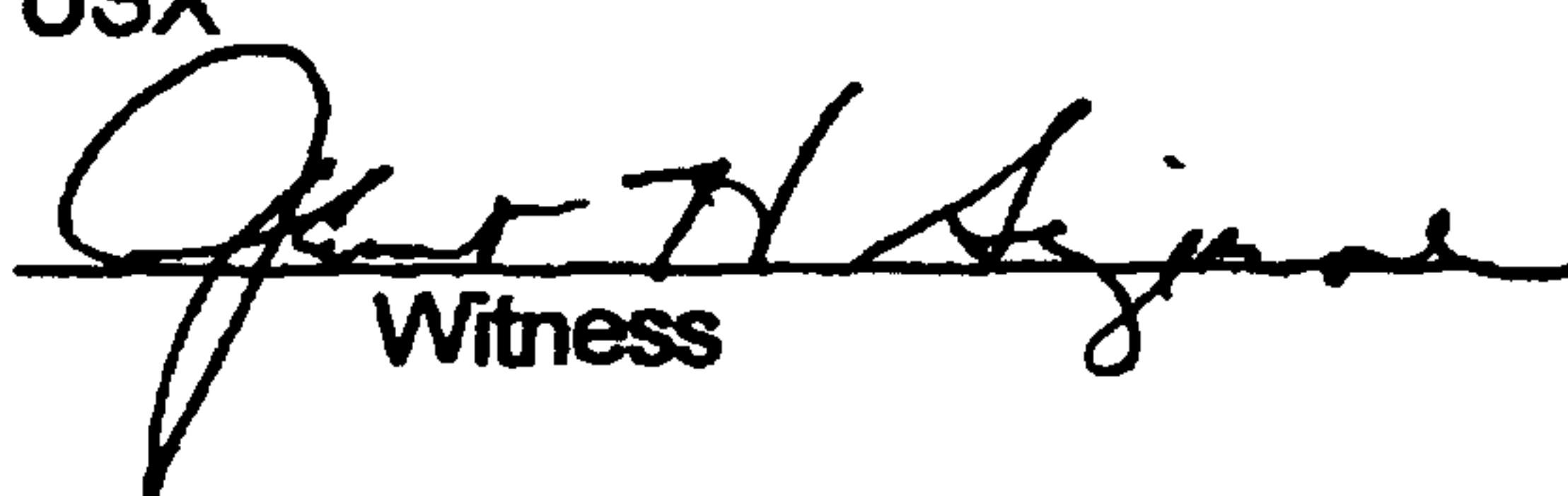

Marilyn DeLoach
Mitchell DeLoach

5	Troncalli, Benjamin & Karen 122 Coshatt Trail	
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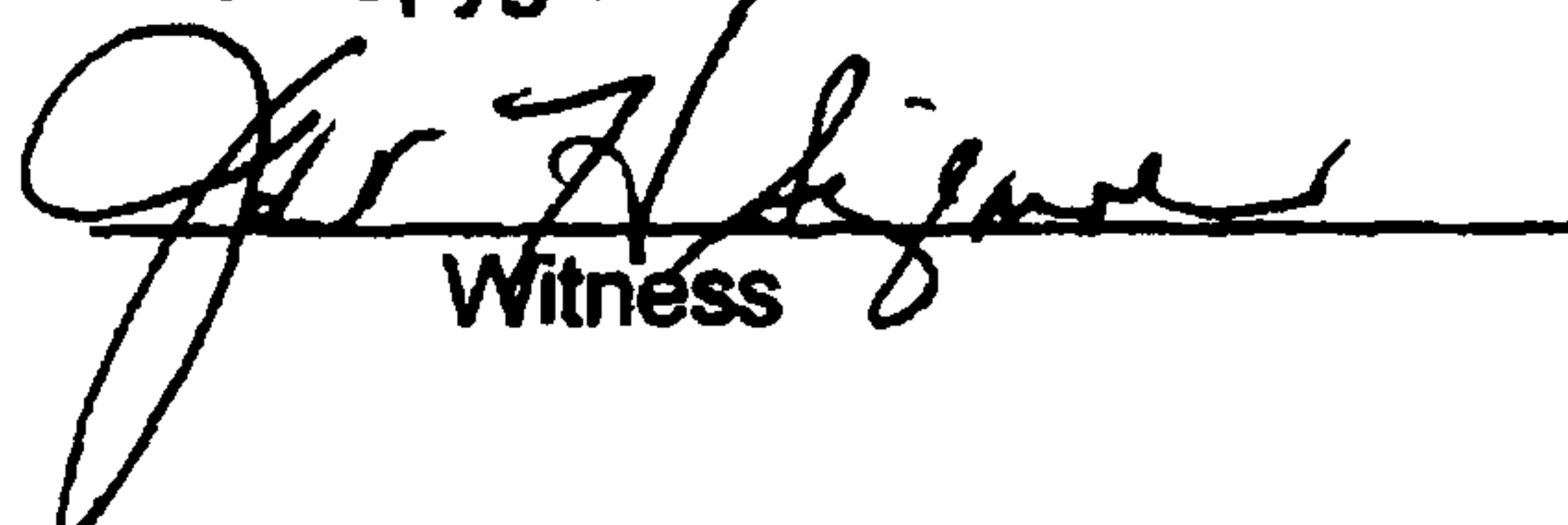

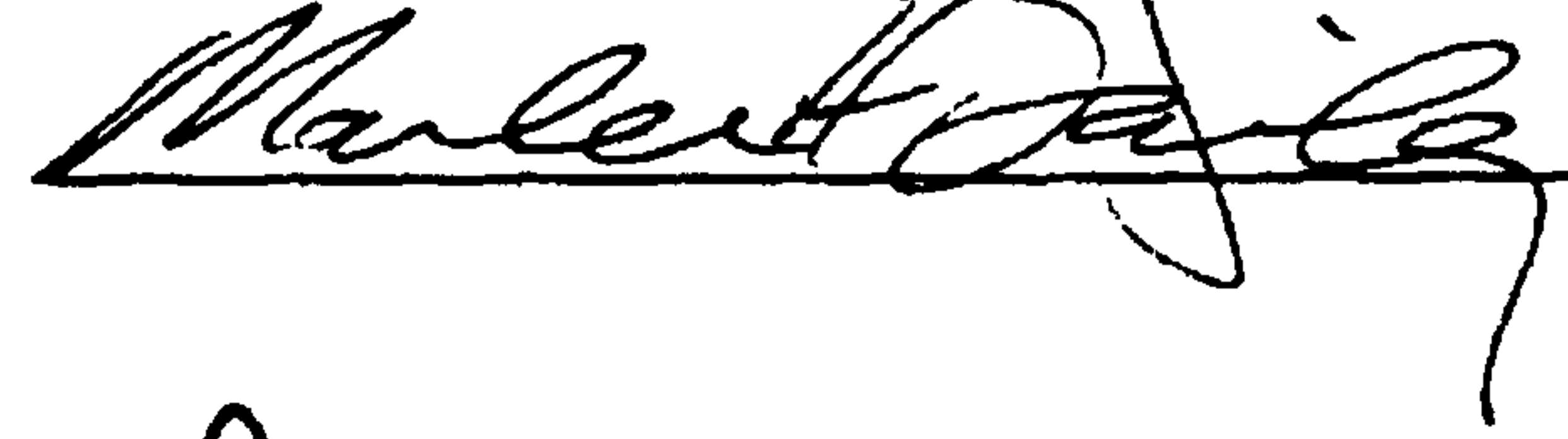
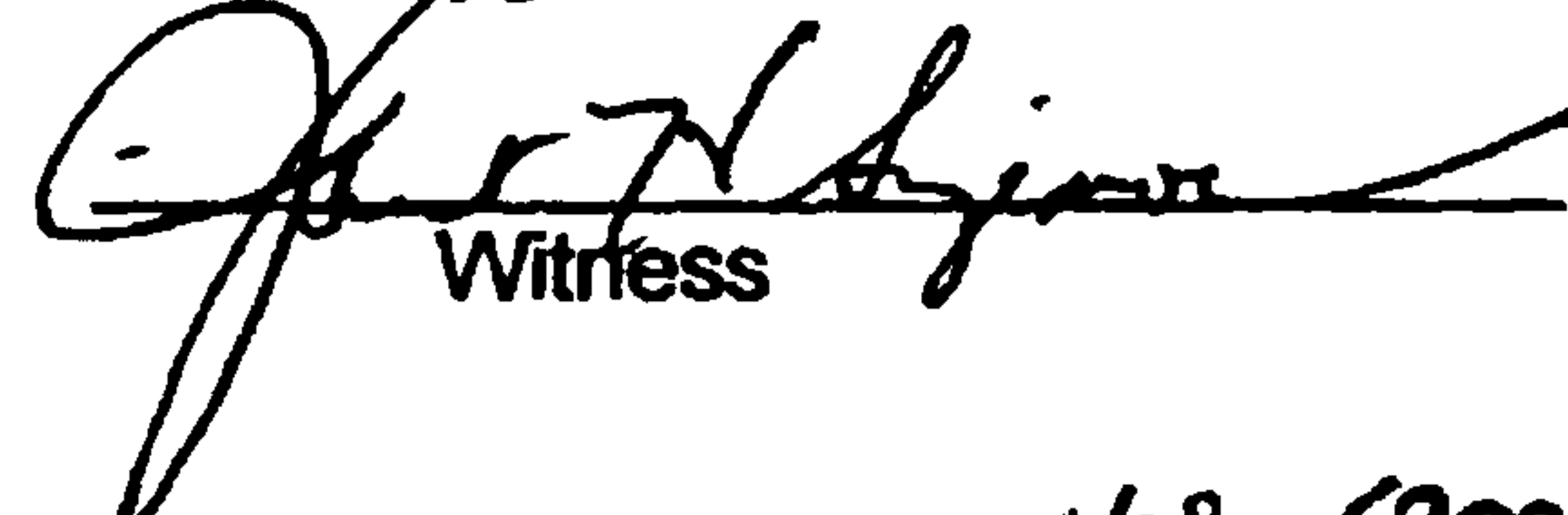

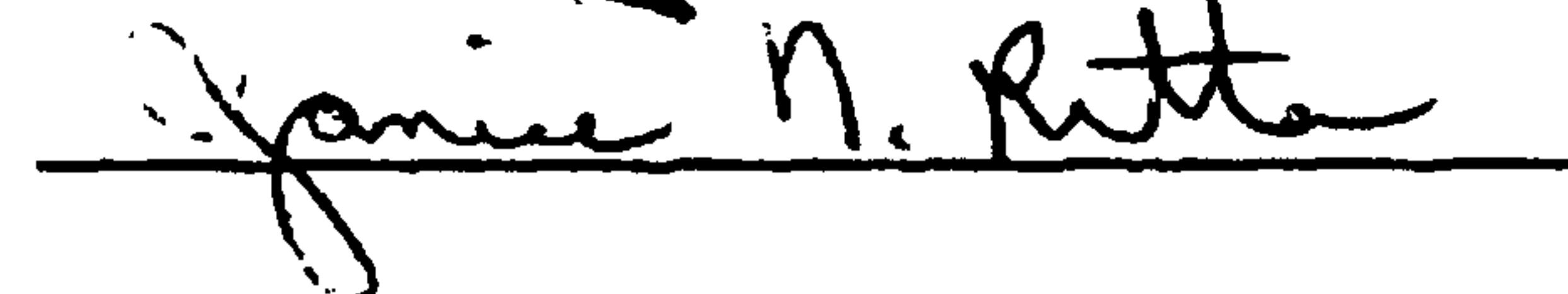
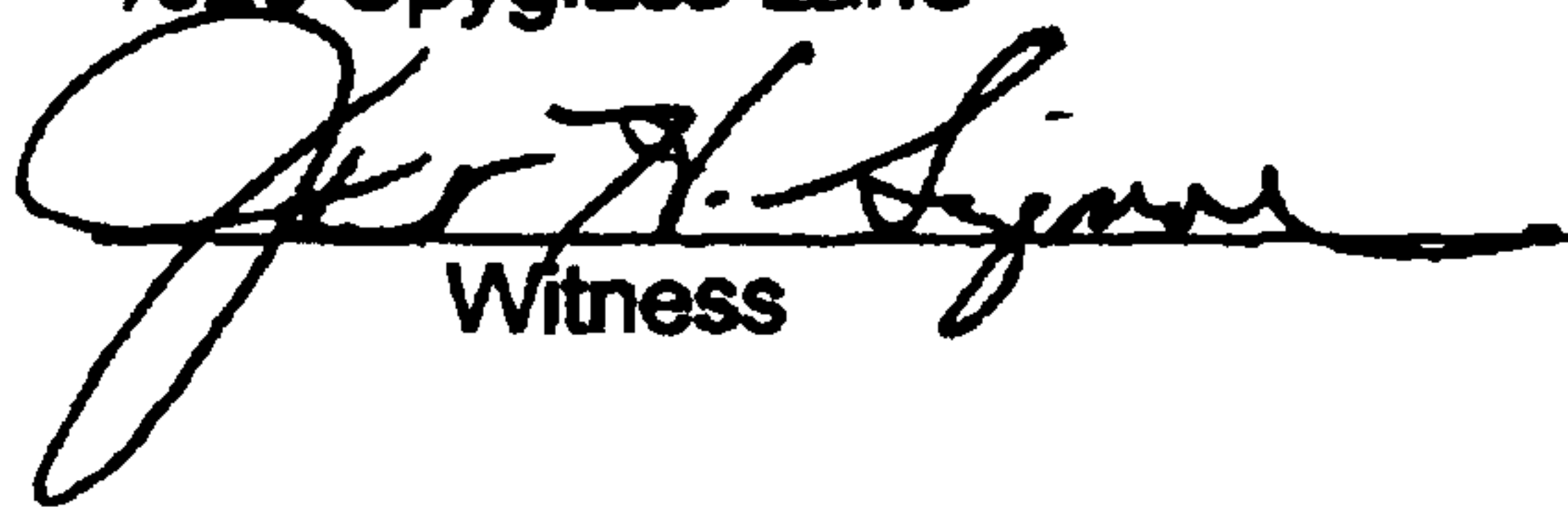
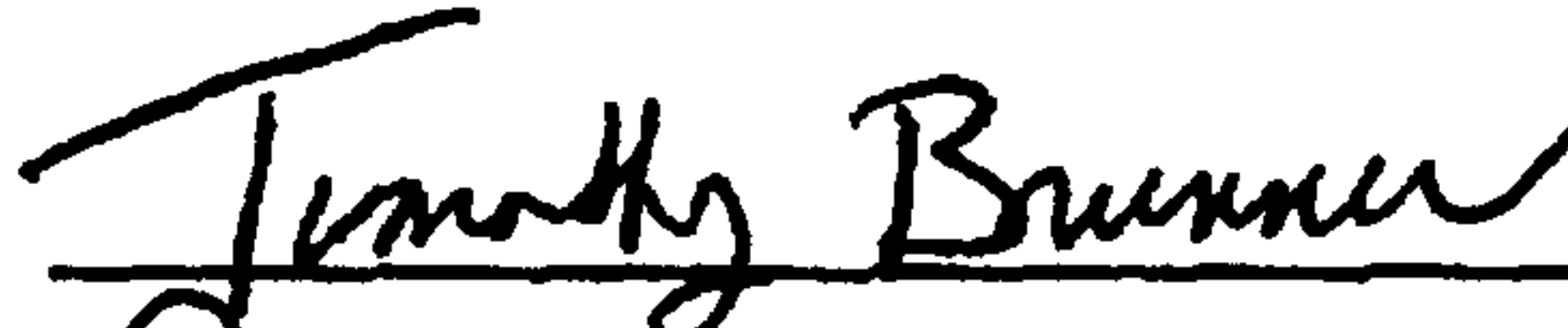
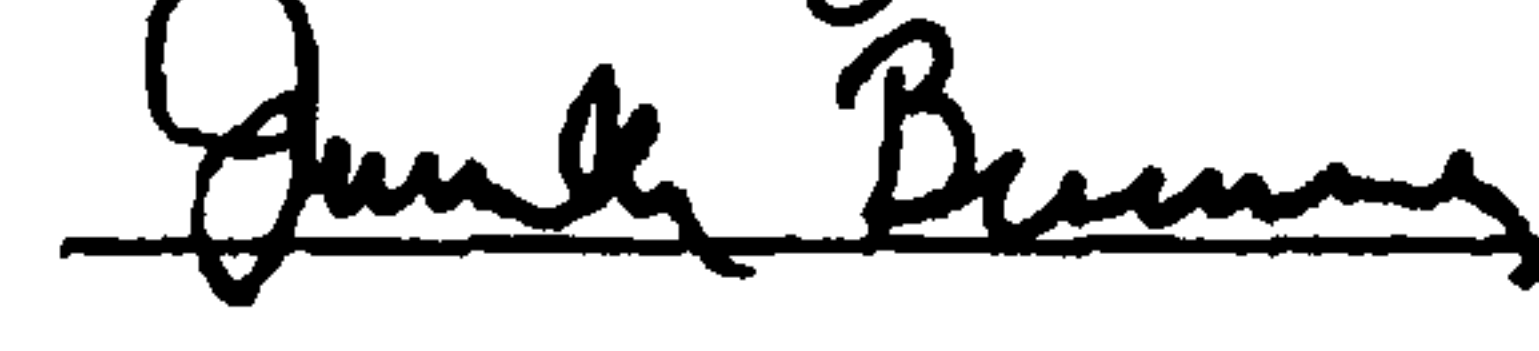
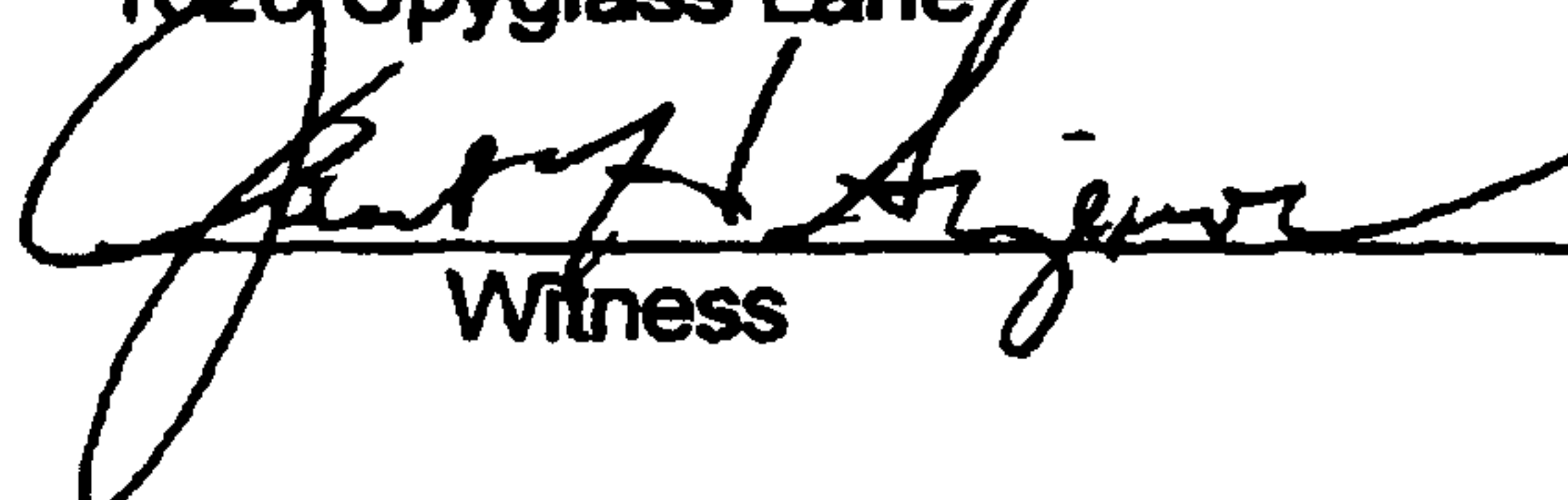
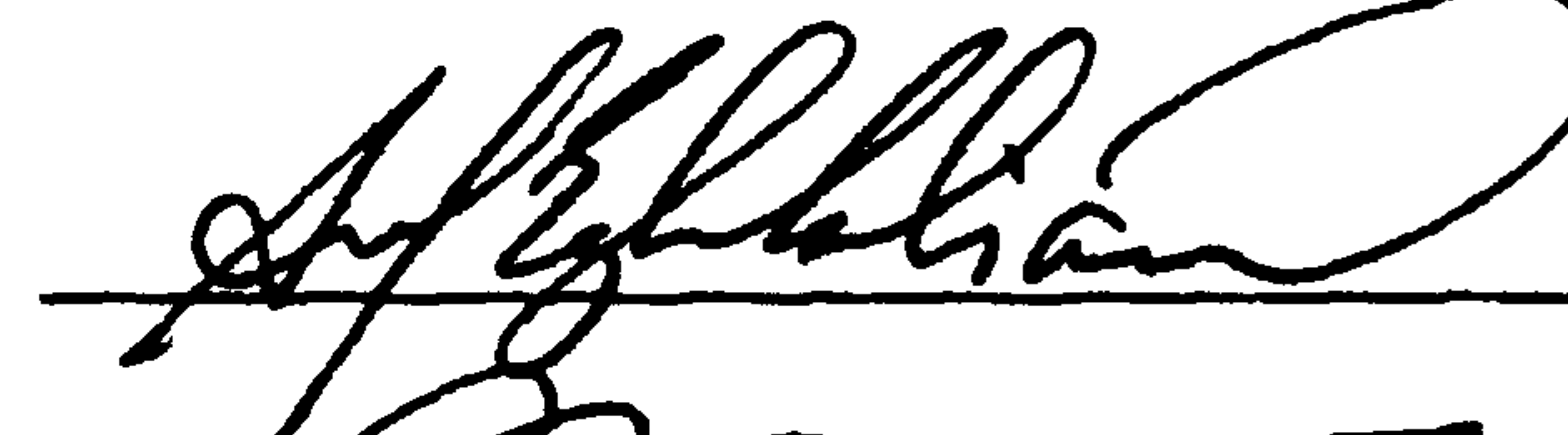

John H. Stevenson
Witness

Benjamin Troncalli
Karen D. Troncalli

LOT #	NAME/ADDRESS	SIGNATURES (Sector Eight)
6	USX  Witness	
7	USX Davenport, Randall L. 4709 Sonepiper bar 35244 _____ Witness	_____
8	Ralph, Wallace & Donna 134 Coshatt Trail _____ Witness	_____
9	Chi, Hope & Chi, Pei-Cheng 138 Coshatt Trail _____ Witness	_____
10	Esdale, Jim & Stella 142 Coshatt Trail  Witness	 _____
21	Priest, Marlin & Nan 121 Coshatt Trail  Witness	 _____
22	606 Oak St. Bham 35009 USX 117 Coshatt Trail Jeff & Cindy Mefford 1421 Tiger Walk, Bessemer 35022 _____ Witness	 _____
23	USX  Witness	


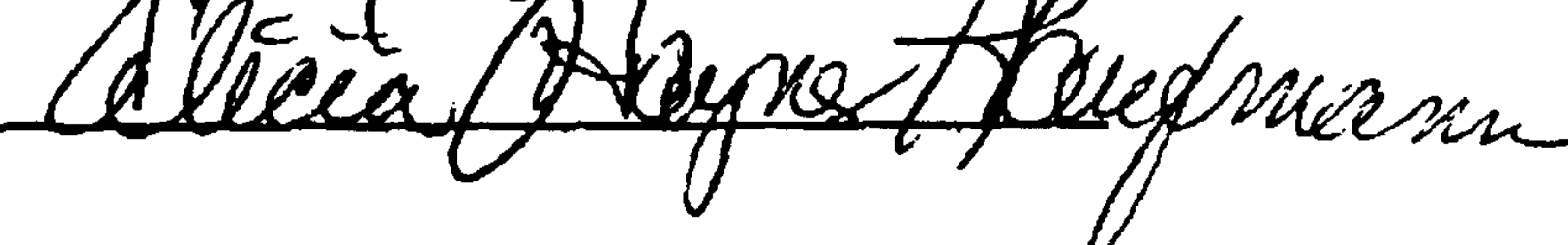


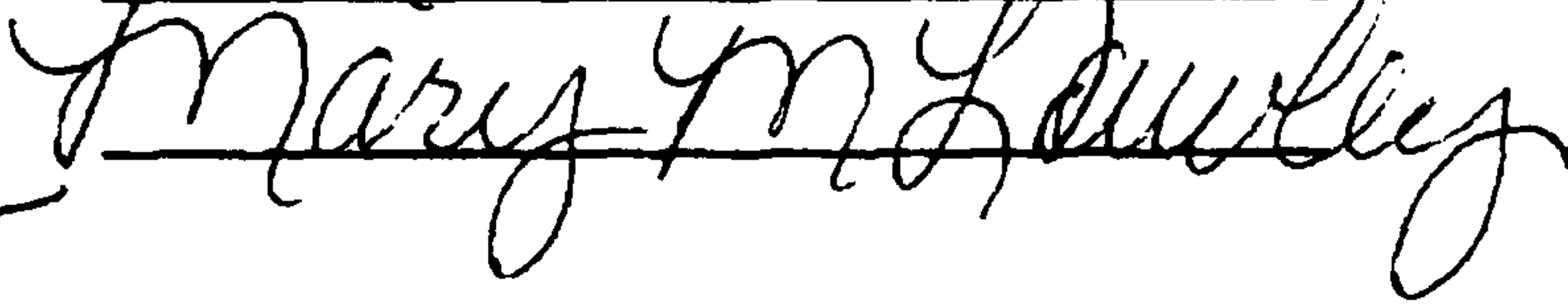

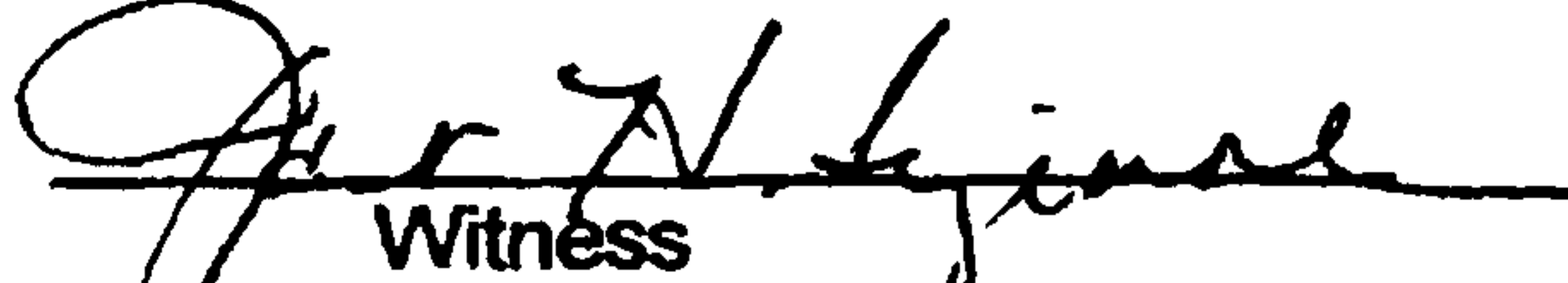
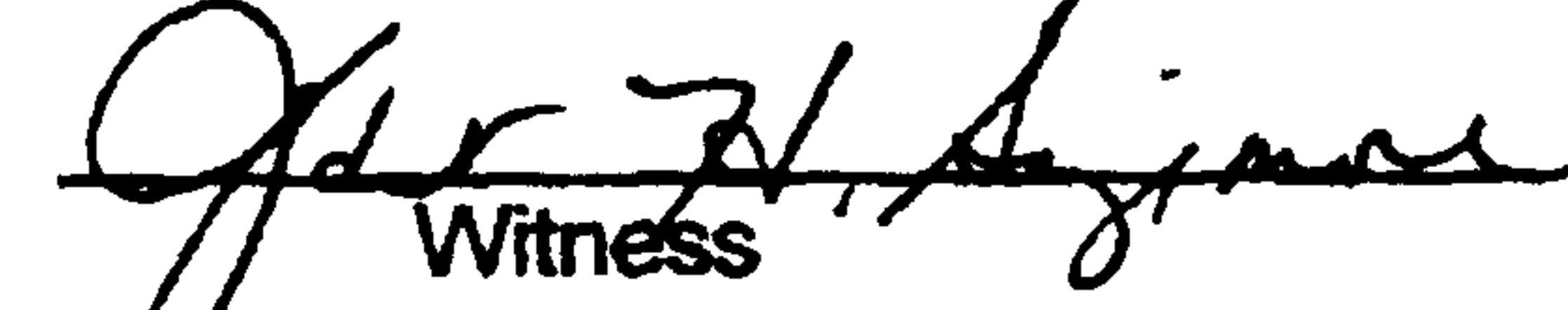




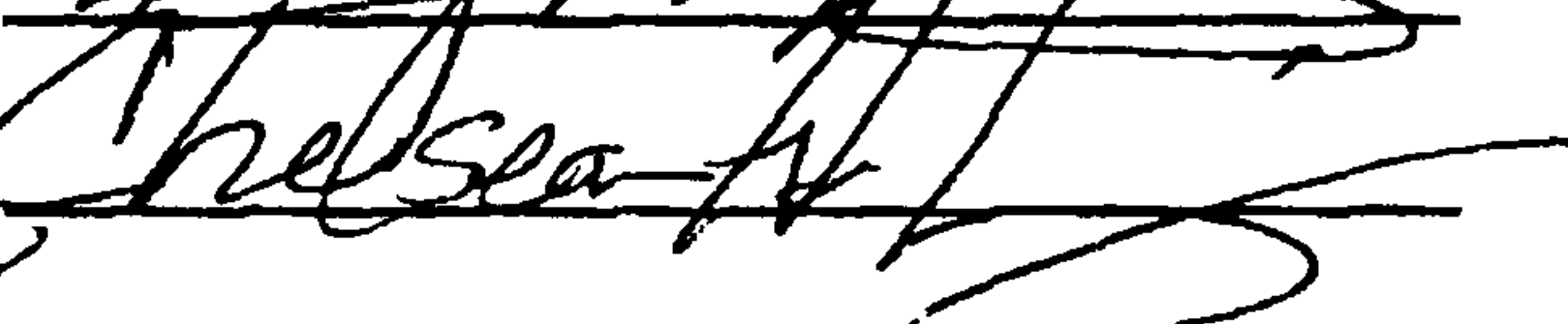
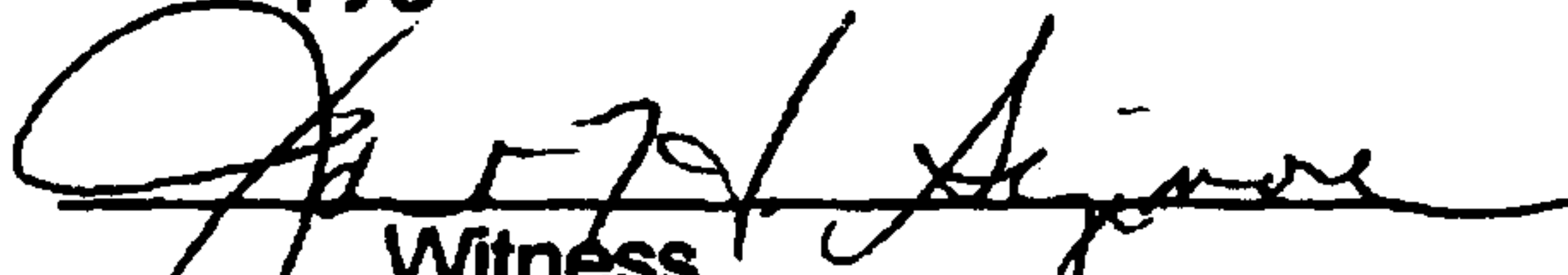

LOT #	NAME/ADDRESS	SIGNATURES (Sector Eight)
24	USX  Witness	
25	Orman, Paul & Karin 105 Coshatt Trail _____ Witness	_____ _____ _____

SECTOR NINE

1	Miller, William & Patricia 1000 Spyglass Lane _____ Witness	_____ _____ _____
2	Dailey, David & Marlee 1008 Spyglass Lane  Witness	  _____ _____
3	Ritter, Allen & Janice 1014 Spyglass Lane  Witness	  _____ _____
4	Brunner, Timothy 408-5979 McGrite, William & Nancy 1020 Spyglass Lane  Witness	  _____ _____
5	Takeshian, Azita & Eghbalian, Aref 1026 Spyglass Lane  Witness	  _____ _____

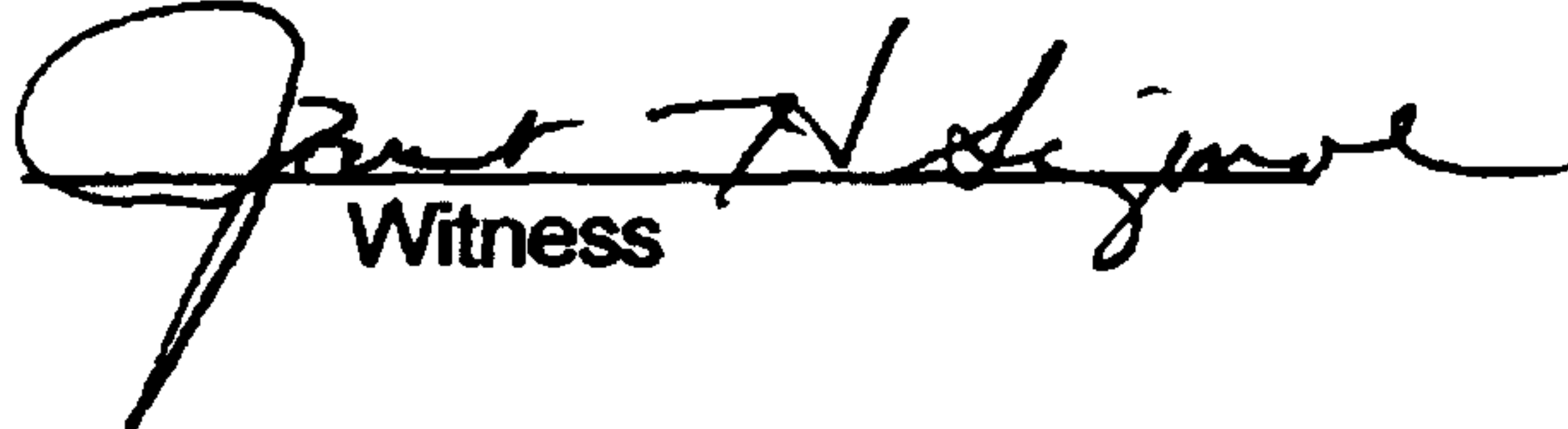
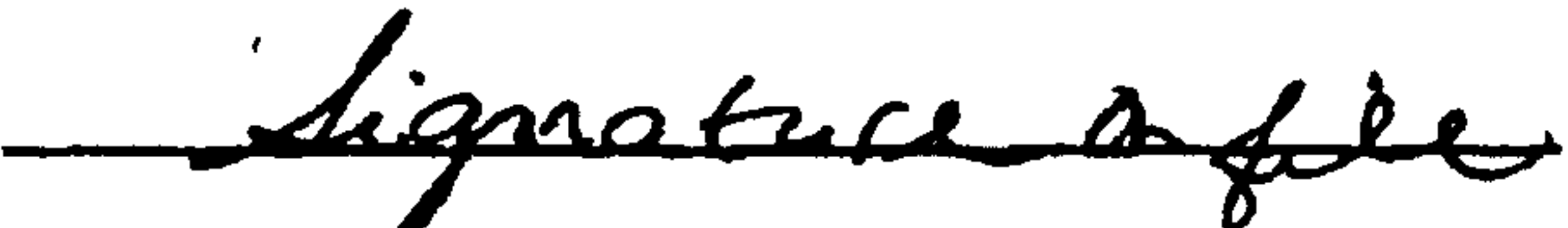
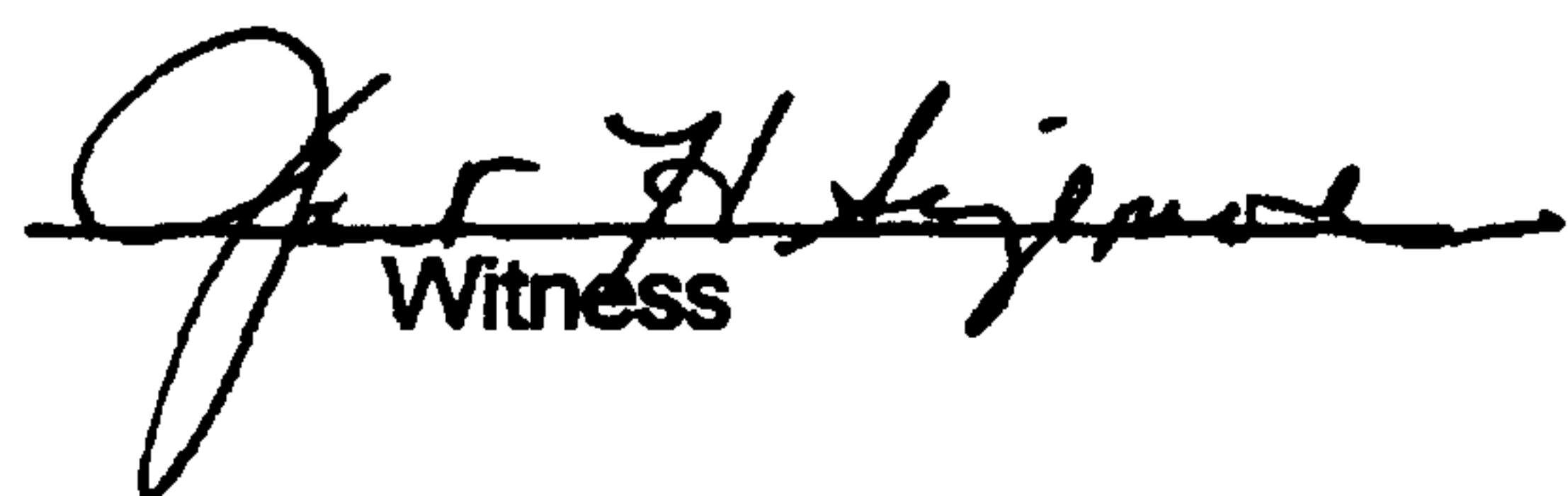
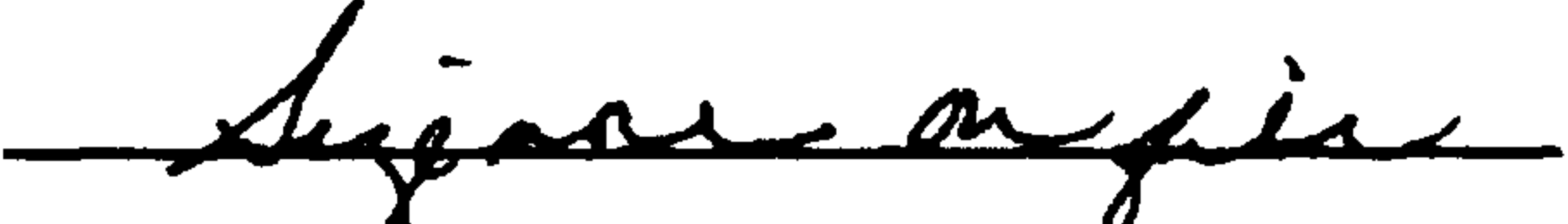
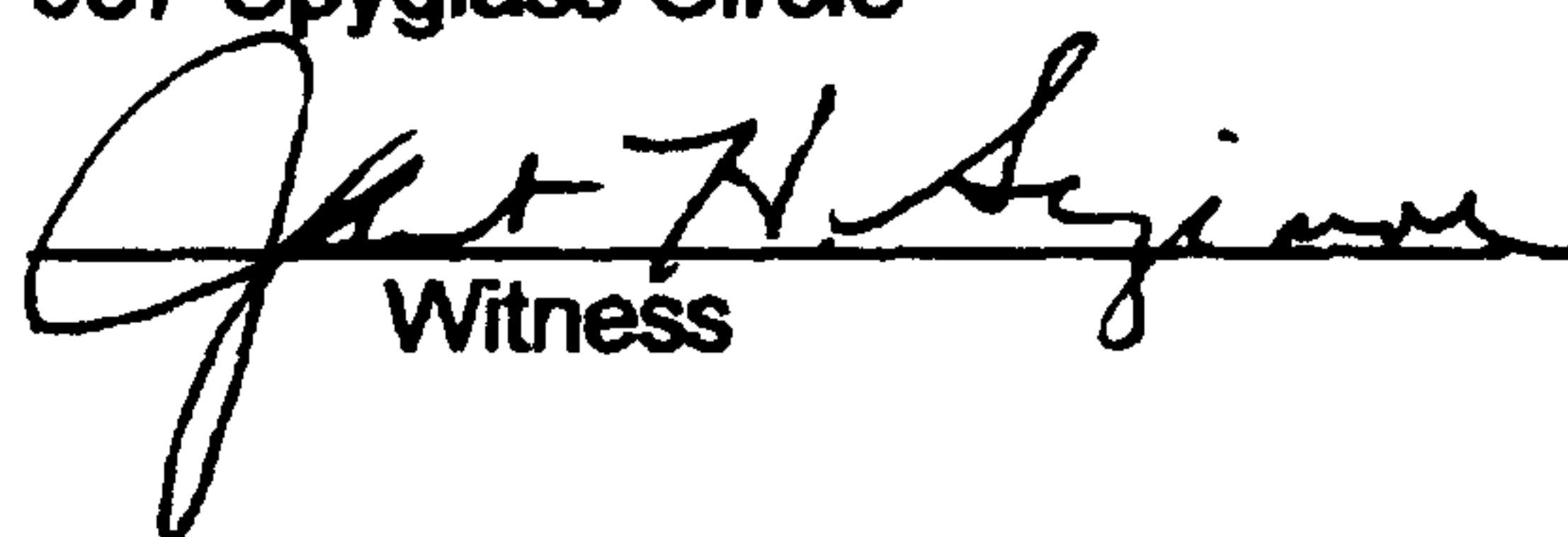
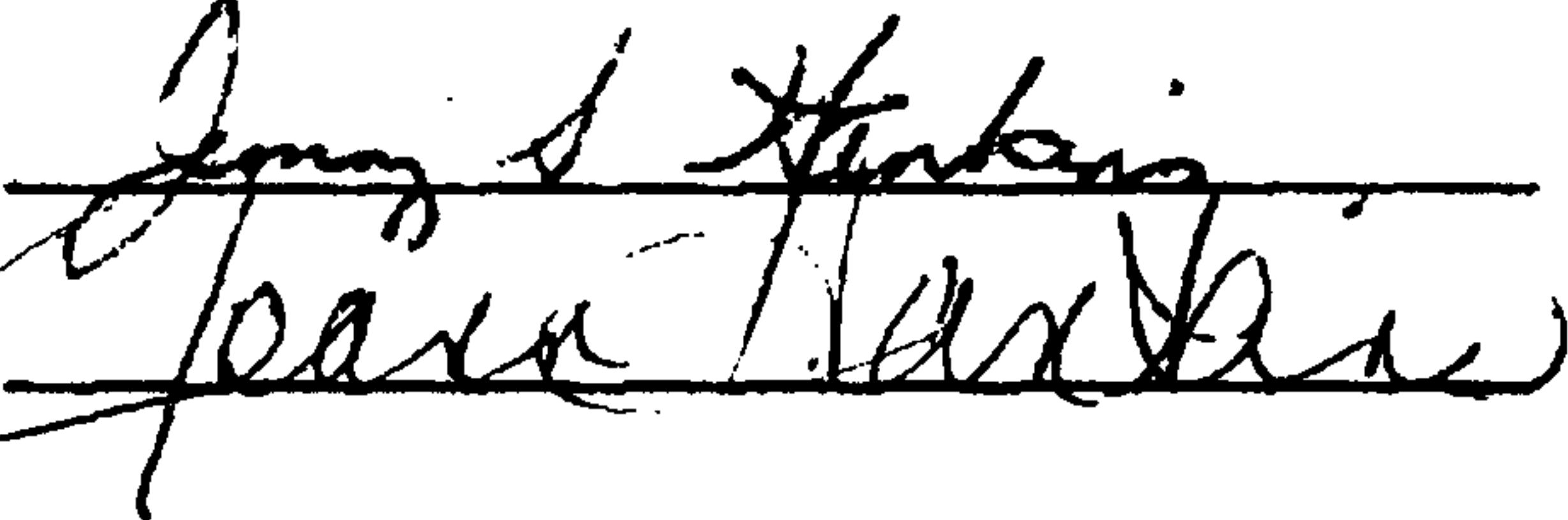

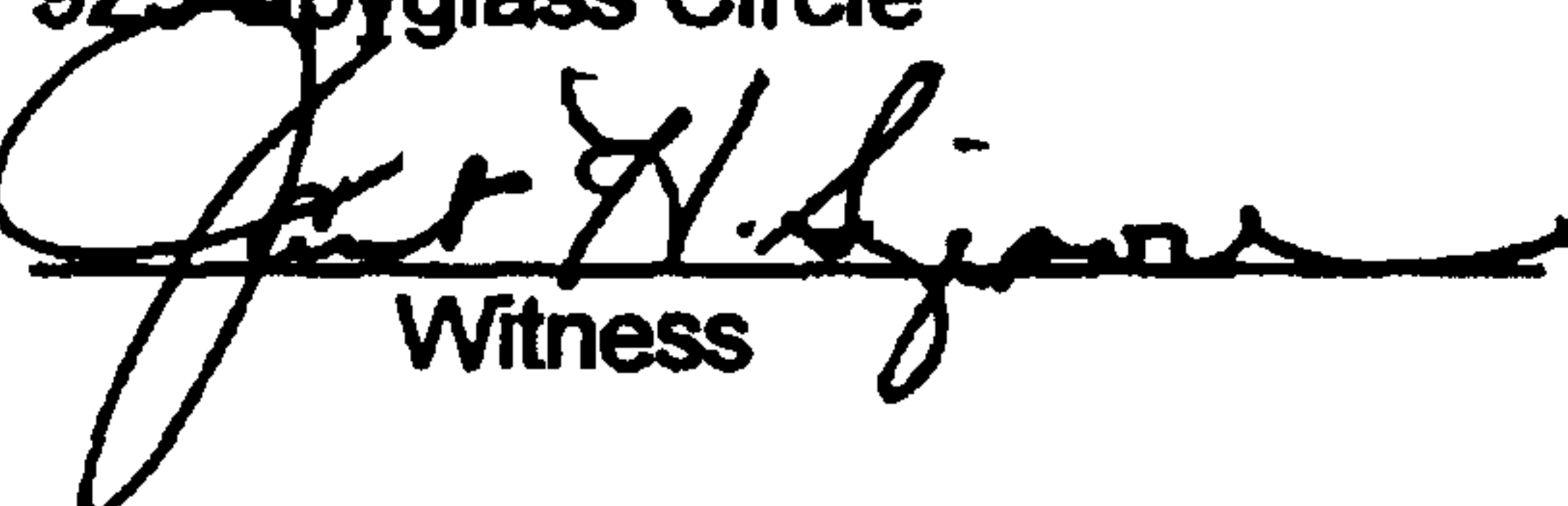

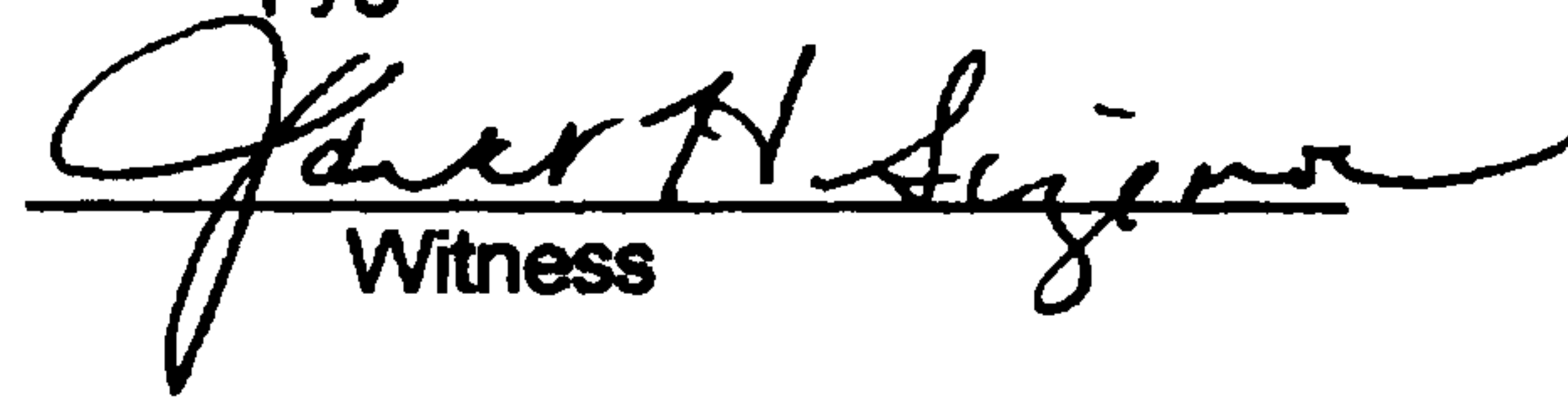
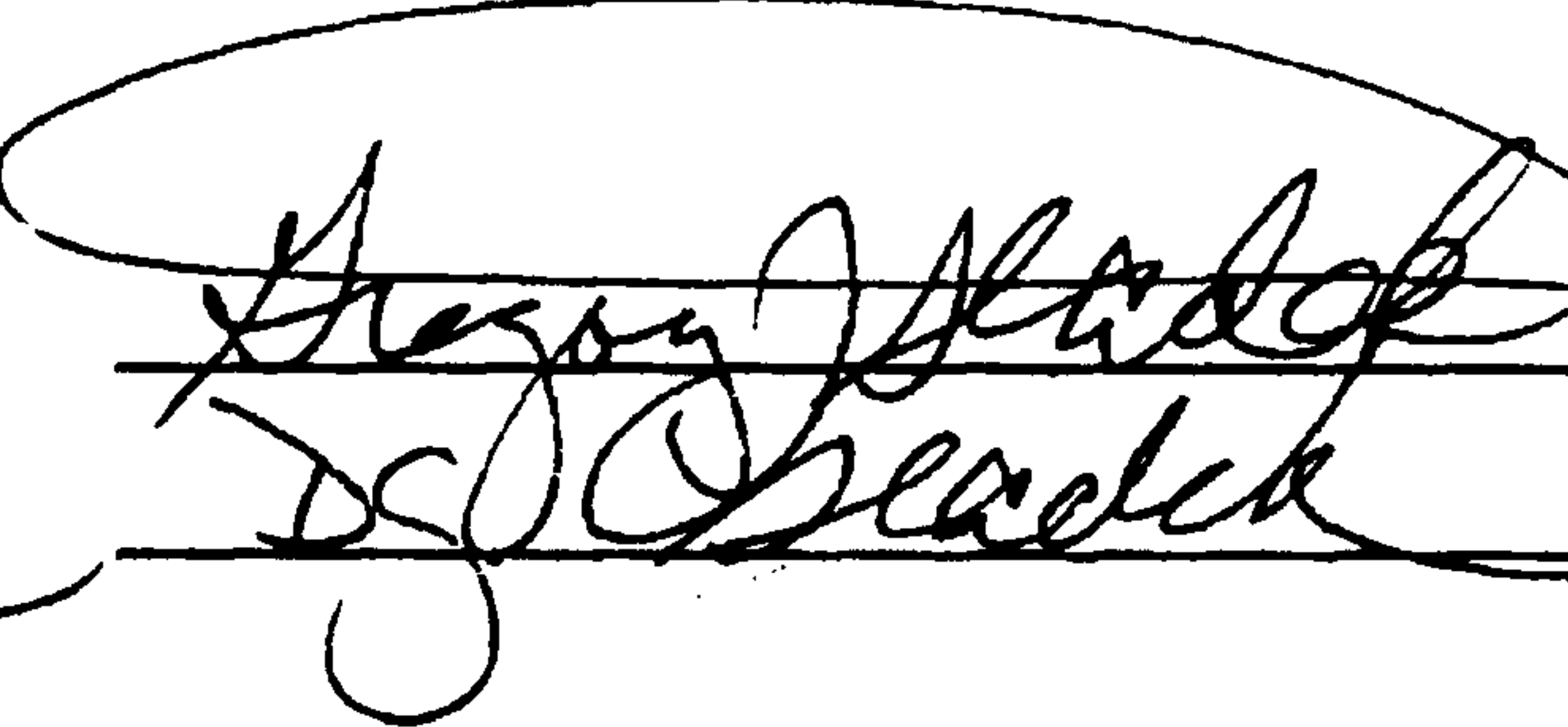



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LOT #	NAME/ADDRESS	SIGNATURES (Sector Nine)
6A	Kaufman, Andrew & Alicia 1032 Spyglass Lane	   Witness
6B	Lawley, Michael & Mary 1038 Spyglass Lane	   Witness
7A	USX	 Witness
7B	USX	 Witness
8	Warren, Mark & Taryn 1029 Spyglass Lane	   Witness
9	Hendrix, Kevin & Chelsea 900 Spyglass Circle	   Witness
10	Miller, Carl & Linda 918 Spyglass Circle	 Witness
11	USX	 Witness

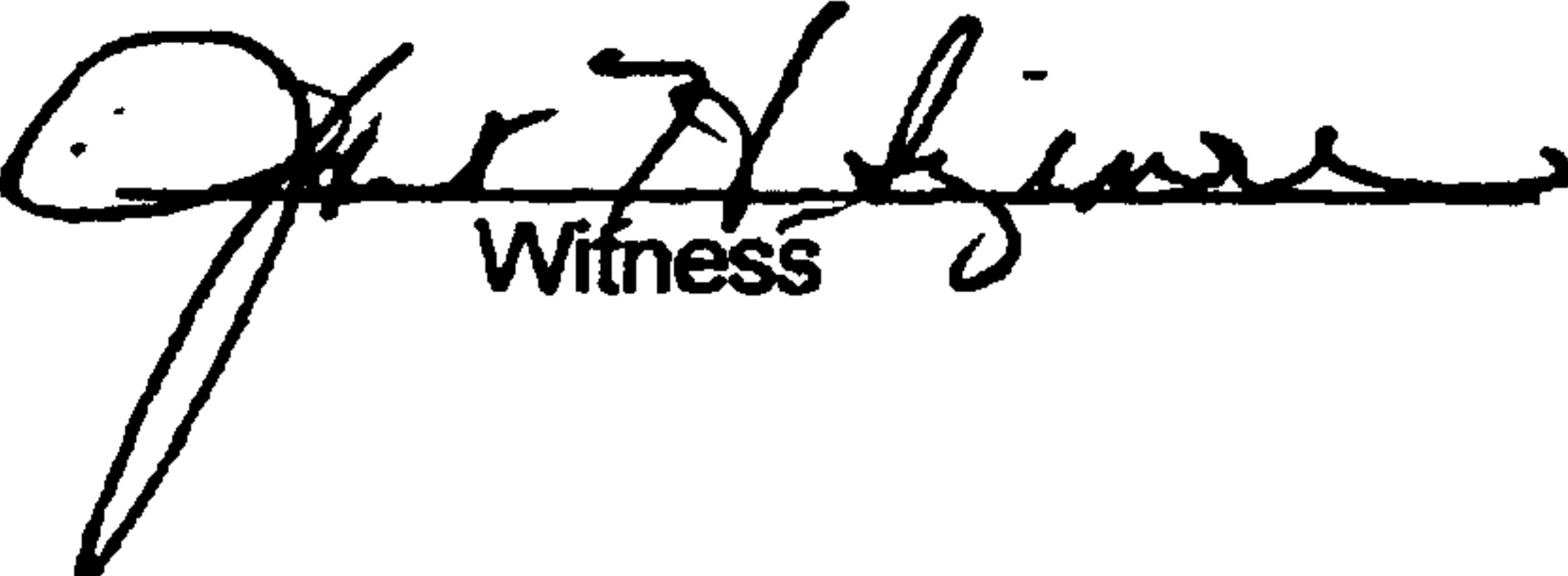
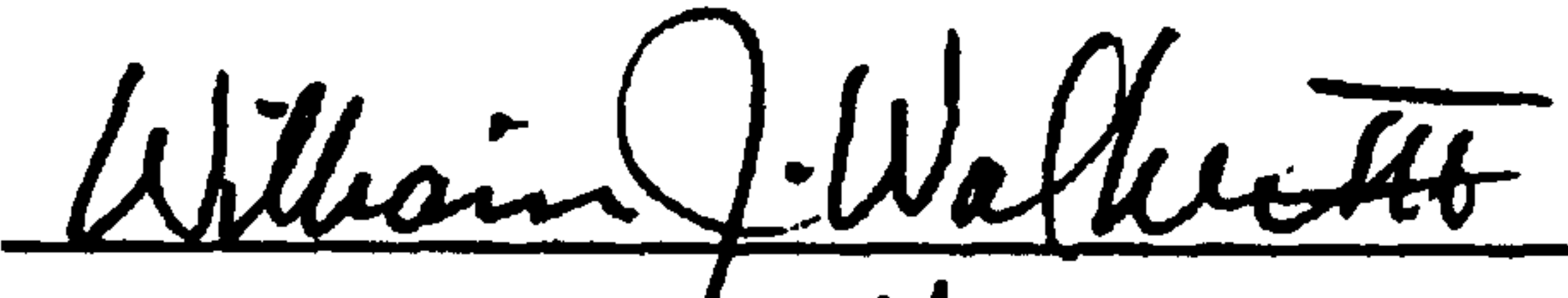
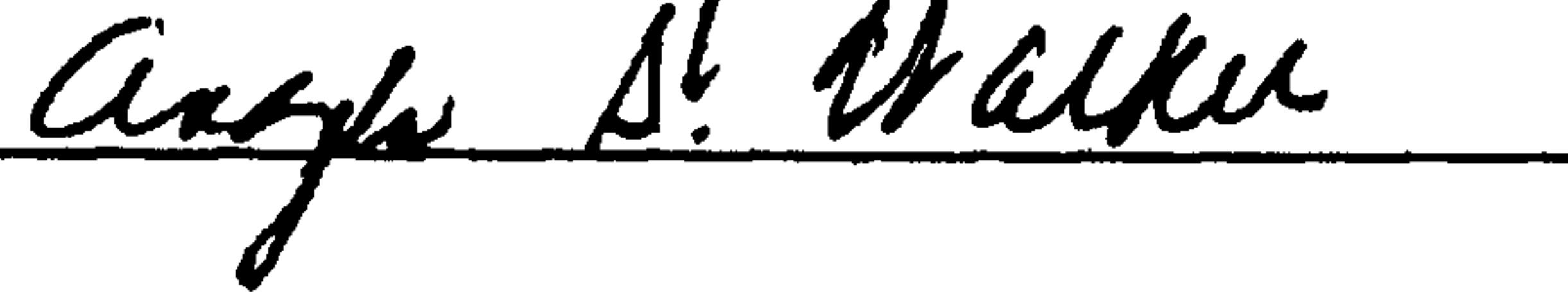
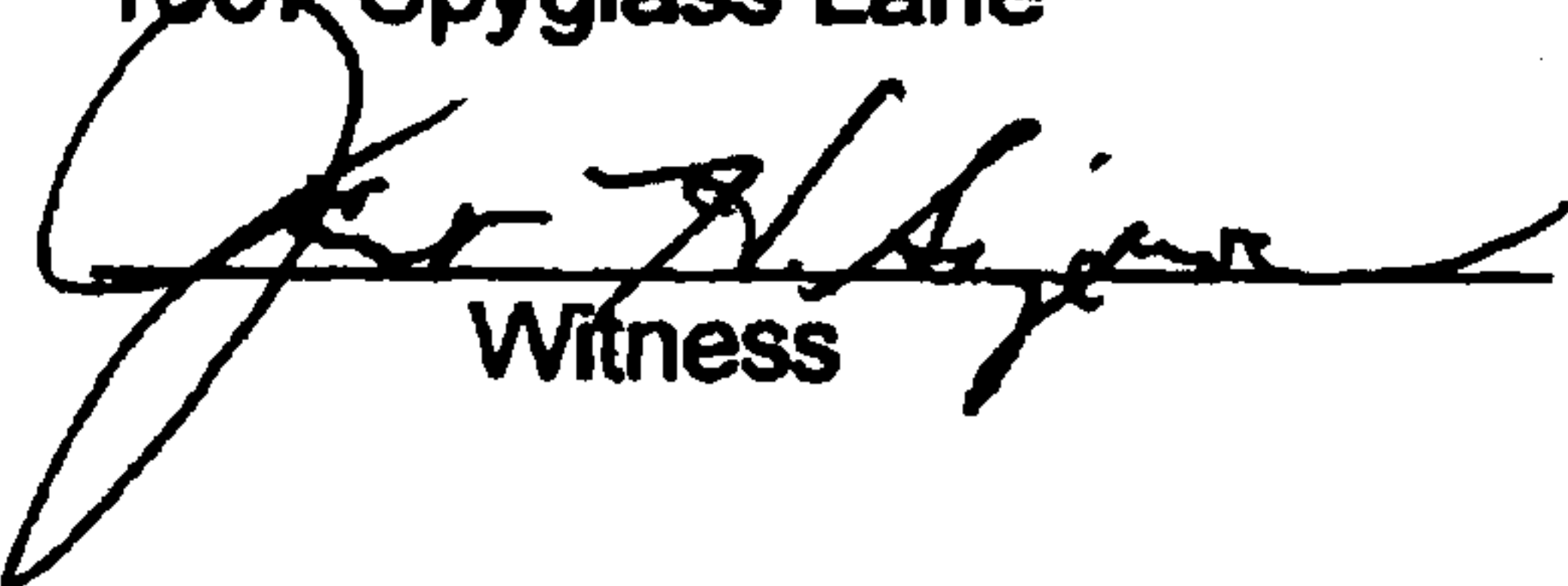
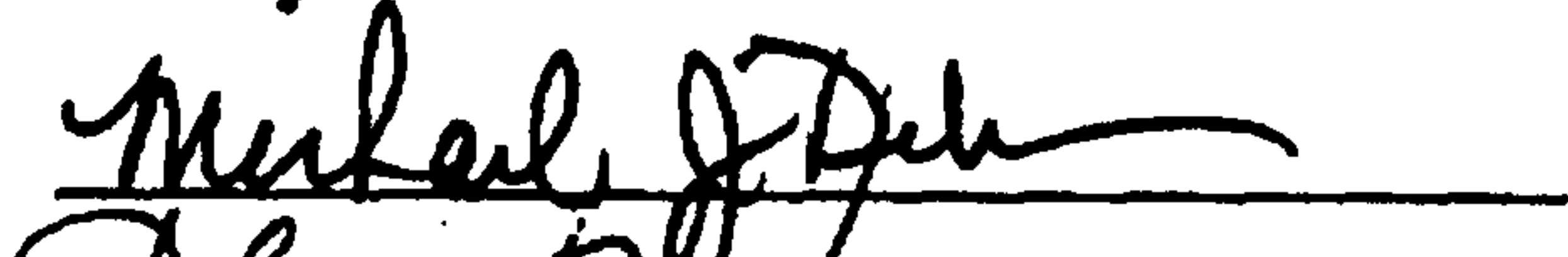
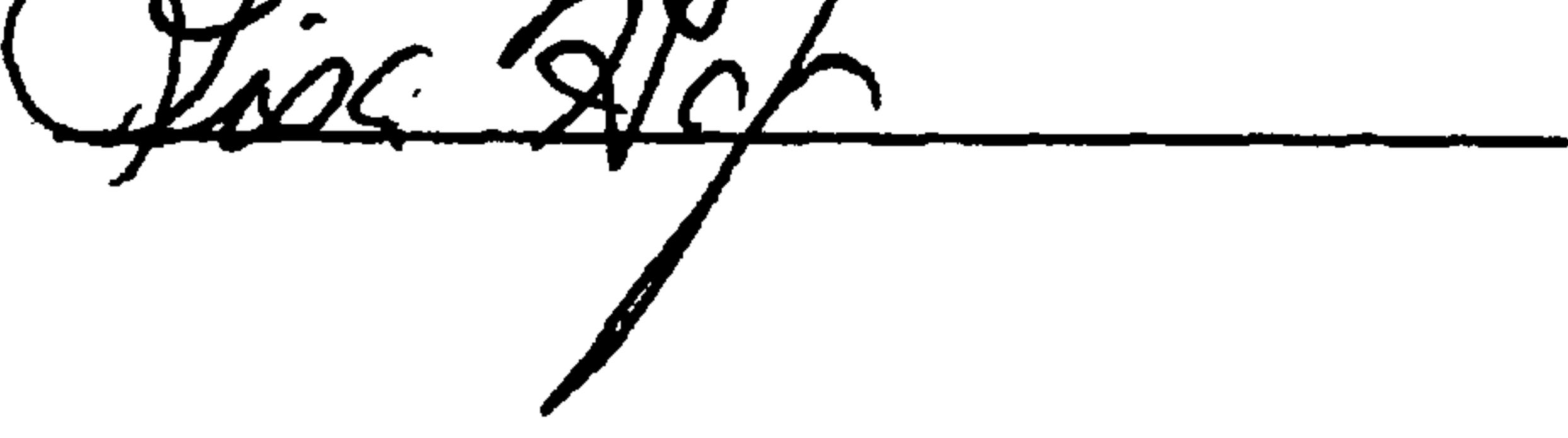
~~33~~


32

LOT #	NAME/ADDRESS	SIGNATURES (Sector Nine)
(2A)	USX  Witness	
12B	USX  Witness	
13C	Hankins, Jimmy & Joanne 937 Spyglass Circle  Witness	
14	Campanotta, Joe & Linda 931 Spyglass Circle  Witness	
15	Brogden, Glenda 925 Spyglass Circle  Witness	
16	Sladek, Gregory & Diane 919 Spyglass Circle  Witness	
17	Schiwitz, John & Cynthia 913 Spyglass Circle  Witness	



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LOT #	NAME/ADDRESS	SIGNATURES (S)
18	Wills, Robert & Barbara 907 Spyglass Circle _____ Witness	_____ _____
19	Walker, William & Angela 1013 Spyglass Lane  Witness	 
20	DeVivo, Michael & Harper, Lisa 1007 Spyglass Lane  Witness	 


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Shelby Cnty Judge of Probate, AL
01/11/2007 10:08:28AM FILED/CERT

**Schedule of subdivided lots owned by United States Steel Corporation hereby subjected to the
"Declaration of Protective Covenants for Heatherwood Homeowners Association, Inc.":**

Lots 3, 11, 12, 13, and 14, according to the survey of Heatherwood 4th Sector, 2nd Addition, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 12, page 79;

Lots 1, 6, 23, and 24, according to the survey of Heatherwood 8th Sector, as recorded in said Probate Office in Map Book 16, page 118;

Lots 7A, 7B, 11, 12A, and 12B, according to the survey of Heatherwood 9th Sector, Phase II, as recorded in said Probate Office in Map Book 19, page 17;

Lot 31, according to the survey of Heatherwood 4th Sector, as recorded in said Probate Office in Map Book 9, page 163;

Lots 32 and 34, according to the survey of Heatherwood 4th Sector, 2nd Addition, as recorded in said Probate Office in Map Book 12, page 81;

Lot 3, according to the survey of Heatherwood 2nd Sector, as recorded in said Probate Office in Map Book 8, page 28;

Lots 35A, 36A, and 37A, according to the resurvey of Lots 33, 34, 35, 36, 37, 38, 39, 40, 41, and 42, Heatherwood 1st Sector, as recorded in said Probate Office in Map Book 9, page 56; and

Lots 1 and 2, according to the survey of Heatherwood 1st Sector, 2nd Addition, as recorded in said Probate Office in Map Book 15, page 4.

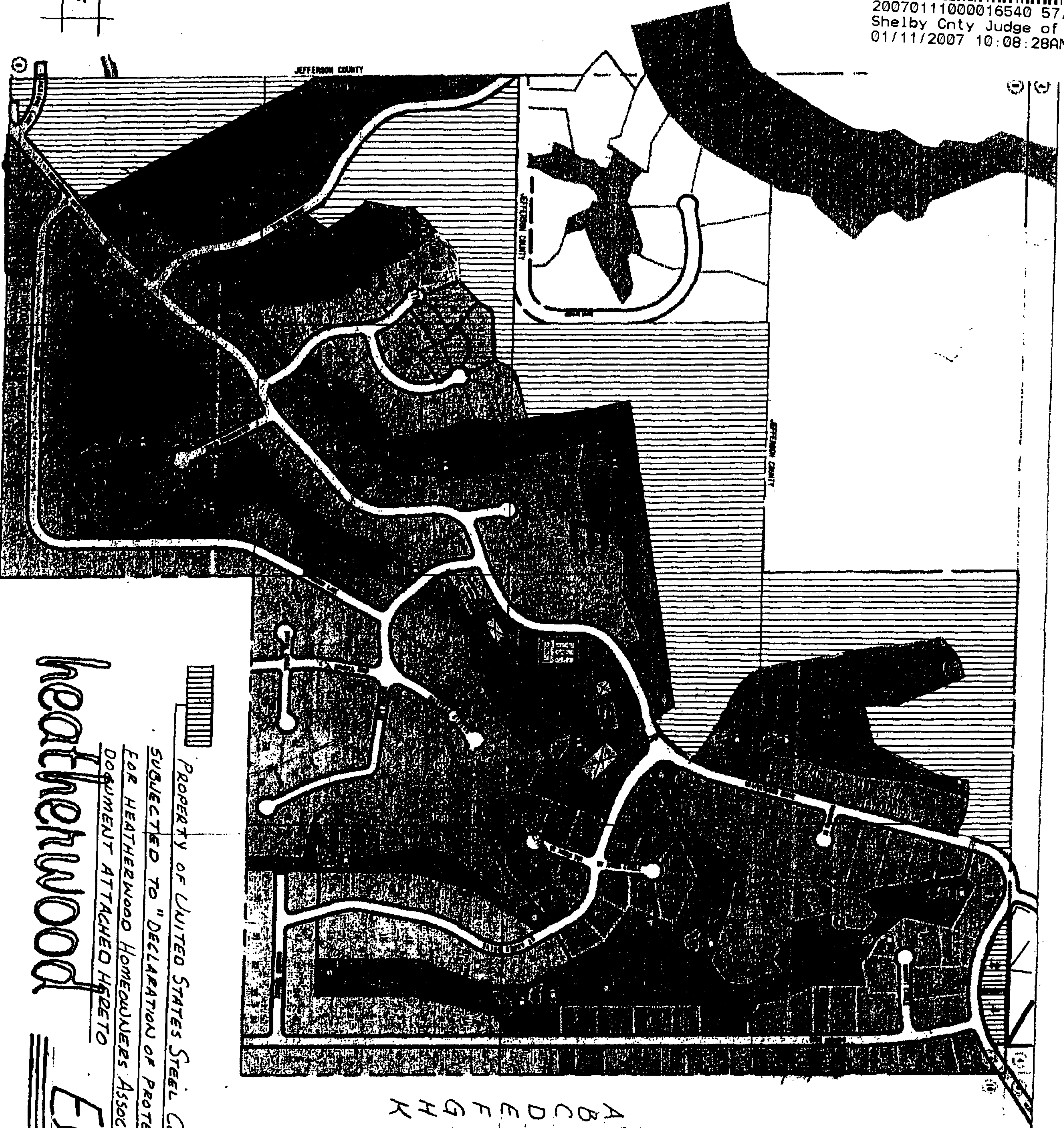
EXHIBIT "A"

Page 1 of 2

SECTION 9 TOWNSHIP 19 SOUTH RANGE 2 WEST
SHELBY COUNTY ALABAMA

120202 USSRE

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- A = NE 1/4 of NE 1/4
- B = NW 1/4 of NE 1/4
- C = SE 1/4 of NE 1/4
- D = SW 1/4 of NE 1/4
- E = SE 1/4 of NW 1/4
- F = NE 1/4 of SW 1/4
- G = NW 1/4 of SW 1/4
- H = SE 1/4 of SW 1/4
- K = SW 1/4 of SW 1/4



PROPERTY OF UNITED STATES STEEL CORPORATION
 SUBJECT TO "DECLARATION OF PROTECTIVE COVENANTS"
 FOR HEATHERWOOD HOMEOWNERS ASSOCIATION, INC. BY
 DOCUMENT ATTACHED HERETO

Heatherwood

EXHIBIT A

20070111000016540 58/59 \$185.00
Shelby Cnty Judge of Probate, AL
01/11/2007 10:08:28AM FILED/CERT

EXHIBIT "C"

Notwithstanding anything to the contrary contained within Article II hereof, the following additional Architectural Committee guidelines shall be applicable:

Section 1. Construction; Review and Approval:

No building, fence, wall, or other structure, except those provided by the Declarant, shall be commenced, erected or maintained upon the Subject Property, nor shall any exterior addition to, change in or alteration of any of said structures be made until complete, final plans and specifications showing the nature, kind, shape, height materials, basic exterior finishes and colors, location and floor plan thereof, and showing front, side and rear elevations thereof and names of the builder, general contractor, and all subcontractors have been submitted to and approved by the Association's Board of Directors or by an architectural control committee composed of three or more persons appointed by said Board as to harmony of exterior design and general quality with the existing standards of the neighborhood and as to location in relation to surrounding structures and topography. In the event said Board or its designated committee fails to approve or disapprove such design and location within 30 days after said plans and specifications shall have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with.

Section 2. Initial Improvements:

Notwithstanding the foregoing provision of this Exhibit "C," the functions of the Declarant's Board of Directors or its designated Committee during and with respect to the initial improvement of each Lot and the Subject Property shall be the responsibility of the Declarant.

Section 3.

The Architectural Committee may from time to time and in its sole discretion, adopt, amend, and repeal, by unanimous vote or written consent, rules and regulations. Said rules shall interpret and implement the Declaration of Protective Covenants of Heatherwood Home Owners Association, Inc., by setting forth the standards and procedures for Architectural Committee review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes, and materials and similar features which are recommended for use in the Subject Property.



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Shelby Cnty Judge of Probate,AL
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EXHIBIT "D"

The within Declaration of Protective Covenants for Heatherwood Homeowners Association, Inc. shall not require the alteration or removal of any existing structure or structures on developed and improved lots which are in existence on the date of the execution of the Declaration of Protective Covenants for Heatherwood Homeowners Association, Inc. Put another way, such existing structures are "grand-fathered in."

Any agreement in writing by and between any presently existing lot owner or owners and the United States Steel Corporation (USX or USS) shall remain in full force and effect and shall not be affected by the within Declaration of Protective Covenants for Heatherwood Homeowners Association, Inc.