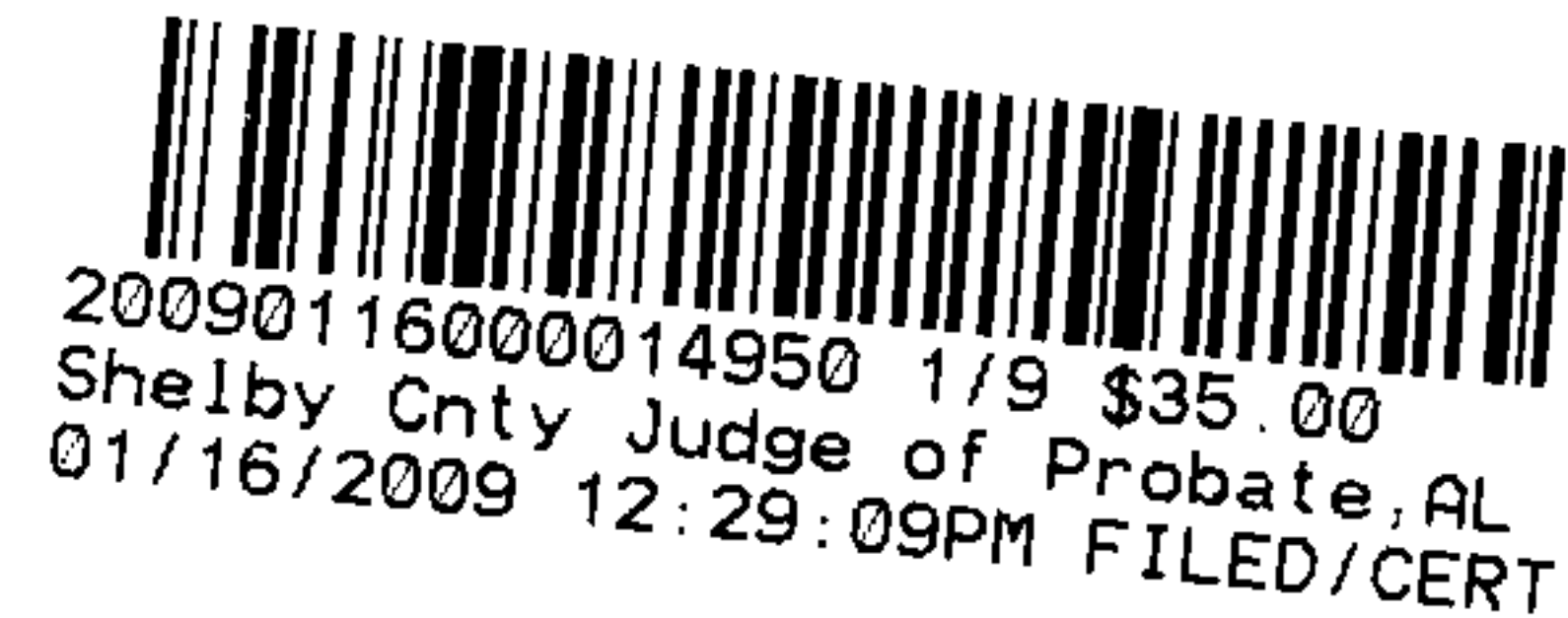


STATE OF ALABAMA)

COUNTY OF SHELBY)



**SUPPLEMENTAL DECLARATION OF
PROTECTIVE COVENANTS FOR
FOREST LAKES
FIFTH SECTOR**

KNOWN ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Forest Lakes, L.L.C., an Alabama Limited Liability Company has previously filed a Declaration of General Covenants, Restrictions and Easements in the Probate Office of Shelby County, Alabama, in Instrument #20051129000616500, (the "Original Declaration") for the benefit of certain real property situated in Shelby County, Alabama, which is part of a residential subdivision known as Forest Lakes, and which is more particularly described in the Survey of Forest Lakes, 5th Sector, a plat of which is recorded in Map Book 34, Page 122 A, B, and C, all in the Probate Office of Shelby County, Alabama.

WHEREAS, the Original Declaration has been amended in accordance with Section 25.

NOT THEREFORE, the Forest Lakes Homeowner's Association, Inc., (the "Association") do, upon the recording hereof, declare and make the Subject Property and any portion thereof subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations of the Original Declaration and as amended hereby, all of which are declared to be in furtherance of a plan for the use and improvement of the Subject Property in a desirable and uniform manner suitable in architectural design and for the enforcement of such uniform standards and the maintenance and preservation of the common amenities within the property subject to the Original Declaration.

ARTICLE I

The Declarant hereby reaffirms and restates the terms and provisions of the Original Declaration as recorded in Instrument #20051129000616500, in the Probate Office of Shelby County, Alabama, in their entirety without any change whatsoever, except as follows:

Section 4 of the Original Declaration is hereby amended to read as follows:

4. **TEMPORARY STRUCTURES.** Except for the construction and development activities of Developer and Builder, no temporary structures of any kind shall be used, or placed upon the lot, including, but not limited to trailers, campers, shacks, tents, outbuildings, or auxiliary structures without permission of the Architectural Committee or Developer. Outbuildings will be in a conformity to the standards set forth herein and approved by the Architectural Review Committee.

Section 7 of the Original Declaration is hereby amended to read as follows:

7. LOT MAINTENANCE. Each owner of any lot shall at all times keep and maintain said lot and improvements thereon in a clean, orderly, and attractive condition, maintaining and repairing the residence promptly as conditions may require, to prevent any unclean, unsightly or unkempt conditions of any dwelling, buildings or grounds on such Owner's lot which may tend to decrease the beauty and value of the neighborhood as a whole. All trash, rubbish, garbage, garbage cans, grass, leaves, tree limbs, weeds, vines, and other waste materials shall be removed for proper disposal from a lot as soon as is practical, and prior to removal, the same shall be placed or stored on any street or public right of way. No open burning shall be permitted on any lot or any other part of the development, except that outdoor fireplaces, grills and chimneys may be used provided they are so constructed and equipped with fire screens as to prevent the discharge of any ashes, embers, or other particulate matter, and in compliance with local, state and federal laws.

Section 10 of the Original Declaration is hereby amended to read as follows:

10. ARCHITECTURAL APPROVAL REQUIRED. No structure shall be commenced, erected, placed, moved on to or permitted to remain on any lot, nor shall any existing structure upon any lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any lot, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Developer or by the Architectural Committee appointed by the Developer (this includes swing sets, playhouse/tree houses/jungle gyms, basketball goals, trampolines and other recreational equipment and appurtenances). Such plans and specifications shall be in such form and shall contain such information as may be required by the Developer or by the Architectural Committee, but in any event shall include: (a) a site plan of the lot showing the nature, exterior color scheme, kind, shape, height, materials, and location with respect to the particular lot, including proposed front, rear, and side setbacks and free spaces, if any are proposed, of all structures, the location thereof with reference to structures on adjoining portions of the property, and the number and locations of all parking spaces and driveways on the lot, (2) a clearing plan for the particular lot showing the location of sanitary sewer service lines, and such other information required by the Developer or the Architectural Committee, (3) a drainage plan, including a construction drainage plan for silt control, and (4) a plan for landscaping.

Section 14 of the Original Declaration is hereby amended to read as follows:

14. NUISANCES. No substance, thing, or material shall be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupant of surrounding

property. No boat, boat trailer, house trailer, trailer, motor home, truck, commercial vehicle, motorcycle, golf cart, or any other similar item shall be stored in the open on any lot for a period of time in excess of twenty-four (24) hours. No satellite dishes are permitted on any lot, except those 18" or smaller, as long as its location is approved by Architectural Committee. Swimming pools shall not be visible from any street and has to be in an enclosed structure approved by the Architectural Committee. Lawn mowers, other lawn equipment and tools shall be stored in a location that is not visible from any street. Seasonal or holiday decorations (e.g. Christmas trees and lights, pumpkins, Thanksgiving decorations, other) shall be promptly removed from any lot or dwelling within thirty (30) days following such holiday.

Section 19 of the Original Declaration is hereby amended to read as follows:

19. COVENANT FOR ASSESSMENTS.

- 19.01 Each owner of a lot within the property, by acceptance of a deed to such lot, agrees to pay to the Association: (i) annual assessments or charges levied each year by the Association, (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (iii) individual assessments which may be levied against any lot and the owner thereof as a result of such owner's failure to comply with the terms of these Protective Covenants. Then annual, special and individual assessments, together with interest, late charges, costs and reasonable attorney's fees, shall also be a charge on each lot and shall be a continuing lien upon each lot against which such assessment is made, which lien may be enforced in the manner hereinafter provided. Each such assessment, together with interest, late charges, costs and reasonable attorney's fee shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due or was due.
- 19.02 The annual and special assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the owners and residents of the Development, for the improvement and maintenance of the Common Area within the Development and the payment of any and all costs and expenses incurred from time to time by the Association, including, without limitation, any "common expenses", as defined in the Bylaws of the Association.
- 19.03 Any expenses incurred by the committee or the Association in enforcing any of the provisions of these Protective Covenants against a specific owner shall be deemed an individual assessment against the owner and the respective lot owned by such owner. Such individual assessment shall be levied by the Association and shall be specified to the owner, which notice shall also specify the due date for the payment of same. The Association is solely responsible for and shall assume all maintenance responsibilities with respect to all Common Area within the property.

- 19.04 The annual assessment for the property shall commence on January 1 of each year, and shall be paid in advance. The annual assessment shall be established by the Association in accordance with its rules, regulations and Bylaws. Lots owned by the Developer shall not be subject to any assessment by the Association, be it annual, special or individual.
- 19.05 In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment, applicable to that year for only the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment must have the assent and approval of (a) at least fifty-one percent (51%) of the total votes present, whether voted in person or by proxy, at a meeting duly called for this purpose and (b) for so long as Developer owns any portion of the Development, the approval of the Developer. "Present" is defined as either in person or by proxy at a Homeowners Association meeting or the vote was received prior to a given deadline.
- 19.06 Written notice of any meeting called for the purpose of taking any action authorized under Section 19.05 above shall be sent to all owners not less than thirty (30) days but no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence, either in person or by proxy, of the holders of at least one vote in the Association shall constitute a quorum.
- 19.07 Both annual and special assessments for all lots within the property shall be fixed at a uniform rate; provided, however, that the Board of Directors of the Association shall have the right, in their sole and absolute discretion, to levy, assess and collect different amounts as the annual and/or special assessment payable by each "Residential Lot", and hereinafter defined, within the Development based on the zoning classifications of such Residential Lot. As used herein, the term "Residential Lot" or "Residential Lots" shall mean and refer to any real property within the Development which has been or will be developed for single-family residential purposes, including, without limitation, attached or detached residential dwellings, townhouses, condominiums, cooperatives, duplexes, garden homes, patio homes, zero-lot-line homes, cluster homes, or any other types of single-family dwellings. As used herein and in the Articles of Incorporation and Bylaws of the Association, the term "Residential Lots", whether used in the singular or plural tense, shall include all lots within the property. Annual and special assessments shall commence as to each Lot on the day on which such Lot is conveyed to any owner (other than Developer) and shall be due and payable in such manner as established by the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner. The due date for the payment of annual assessments shall be established by the Board of Directors in such notice (but such due date shall be, at a minimum, thirty (30) days from the date of such notice).

- 19.08 The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a lot has been paid. A properly executed certification of the Association as the status of the assessment on a lot is binding upon the Association as of the date of its issuance.
- 19.09 Any assessments (whether annual, special or individual) which are not paid on or before the due date of the same shall bear interest from and after such due date at a rate equal to the lesser of 18% per annum or the highest rate which may be charged to such owner by law. In addition to interest, any assessments not paid by the due date for the same shall be subject to a late charge which the Board of Directors of the Association may from time to time establish. In the event any assessments or other amounts due to the Association are not paid by any owner when the same comes due, then, in addition to all other rights and remedies provided by law or in equity, the Association, acting through the Board of Directors or through any of its duly authorized officers or representatives, may undertake any of the following remedies:
- (a) The Association may commence and maintain a suit at law against the owner for a personal money judgment to enforce all such charges and obligations for assessments and other amounts due to the Association, which amounts shall include the late charge and interest specified above as well as all attorney's fees, court costs and all other expenses paid or incurred by the Association in connection therewith; and/or
 - (b) The Association may enforce the lien created pursuant to Section 19.01 above as hereinafter provided. The lien created pursuant to Section 19.01 above shall secure payment of any and all assessments (annual, special and individual) levied against any lot or owner, all late charges and interest as provided above as well as all attorney's fees, court costs, and all other expenses paid or incurred by the Association in attempting to collect the assessments and in maintaining any legal action in connection therewith. If any assessments and other charges remain unpaid for more than sixty (60) days following the due date of the same, then the Association shall make written demand on defaulting owner, which demand shall state the date and amount of delinquency. If such delinquency is not paid in full within ten (10) days after the giving of such demand notice, then the Association may file a claim of a lien against the lot of such delinquent owner, which claim shall be executed by any member of the Board of Directors of the Association or any officer of the Association and may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time. The Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell any such lot

purchased at any such foreclosure proceeding. Each owner, by acceptance of a deed to any lot, shall be deemed to (i) grant and vest in the Association and/or its agents the right and power to exercise the power of sale granted herein and foreclose the lien created herein, (ii) grant and vest in the Association and/or its agents the right and power to bring all actions against such owner personally for the collection of all amounts due from such owner, (iii) expressly waive any objection to the enforcement in foreclosure of the lien created herein and (iv) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any suite of action for foreclosure. No owner (other than Developer) may waive or otherwise be exempt from the liability to pay the assessments provided herein.

- 19.10 The line for assessments and other charges provided herein with respect to any lot shall be subordinate to the lien of any first mortgage encumbering such lot. The sale or transfer of any lot shall not affect any lien retained by the Association on a lot; provided, however, that the sale or transfer of any lot pursuant to mortgage foreclosure or any similar proceedings shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer.
- 19.11 In addition to the rights and remedies set forth above, if any owner (or his contractor, family members, guests or invitees) shall violate or attempt to violate any of the covenants and restrictions set forth herein, then Developer, the Association or the Committee, jointly or severally, shall each have the right to prosecute proceedings at law for the recovery of damages against such owner as a result of such violations or maintain a proceeding in equity against such owner to enjoin such violation; provided, however, that the rights and remedies set forth herein shall be deemed to be cumulative of all other rights and remedies available at law or in equity. In any such proceedings, Developer, the Association or the Committee, jointly and severally, shall be entitled to recover all costs and expenses, including reasonable attorney's fees, incurred by any of them in such proceedings, as well as interest on all unpaid amounts as specified in Section 19.09 above. The failure of Developer, the Association or the Committee to institute proceedings for any one (1) or more violations of these Protective Covenants shall not constitute approval of the same or be construed as a waiver of any right of action contained herein for past or future violations of said covenants and restrictions.

Section 28 is hereby added as follows:

28. COMMON AREA. Motorized vehicular traffic of any type is strictly prohibited on any common area except as may be required by the Developer or the Association for maintenance or construction.

Section 29 is hereby added as follows:

29. PARKING. No parking of any vehicle shall be permitted on any part of a homeowner's lawn or easement of any lot. Street parking is prohibited excepted on a limited temporary basis.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed as of the 15TH day of January, 2009.

DECLARANT:

Forest Lakes, L.L.C., an Alabama Limited Liability Company

By: [Signature]
Its: MEMBER

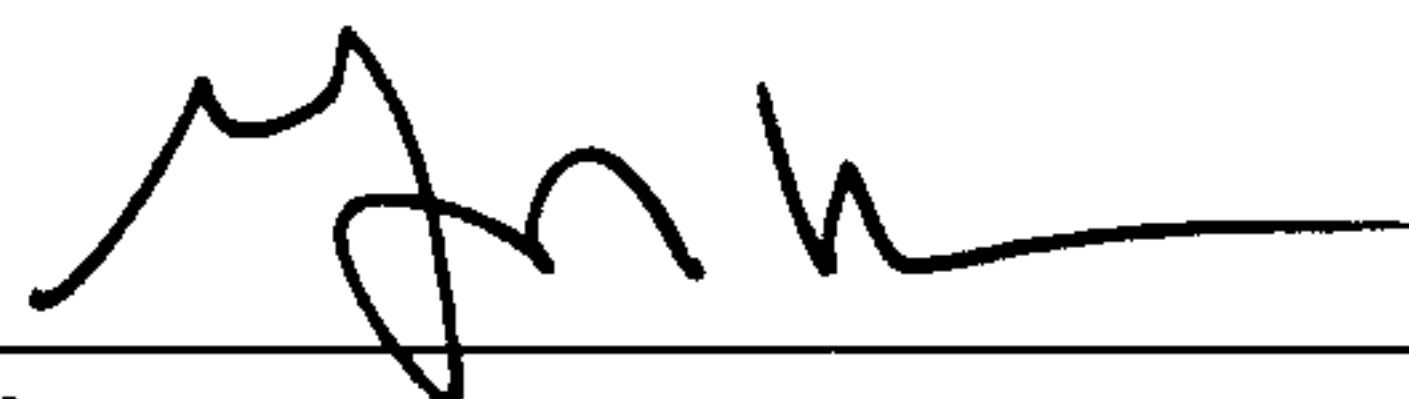
Forest Lakes Homeowner's Association, Inc.

By: [Signature]
Its: MAYOR

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John G. Reamer, whose name as Member of Forest Lakes, L.L.C. an Alabama Limited Liability Company, is signed to the foregoing Supplemental Declaration of Protective Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Supplemental Declaration of Protective Covenants, he, as such Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal of office this 15th day of January, 2009.



Notary Public

My Commission Expires: 9.29.2010



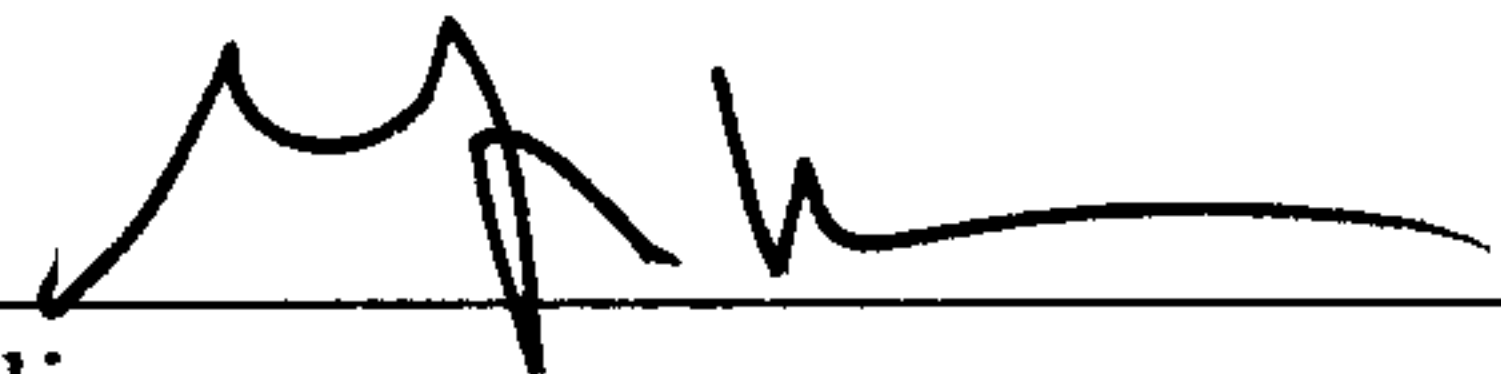
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STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joe Paulovich, whose name as Manager of Forest Lakes, Homeowner's Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing Supplemental Declaration of Protective Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Supplemental Declaration of Protective Covenants, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office this 1st day of January, 2009.



Notary Public
My Commission Expires: 9.29.2010

This Instrument Prepared By:

George M. Vaughn
Weaver Tidmore, LLC
300 Cahaba Park Circle, Suite 200
Birmingham, Alabama 35242