

This instrument was prepared by:

Jack P. Stephenson, Jr.

Burr & Forman LLP

420 N. 20th Street, Suite 3100

Birmingham, Alabama 35203



20110125000025020 1/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
01/25/2011 08:22:26 AM FILED/CERT

STATE OF ALABAMA )

COUNTY OF SHELBY )

**FOURTH SUPPLEMENTARY DECLARATION TO  
THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE VILLAGE AT HIGHLAND LAKES,  
A RESIDENTIAL SUBDIVISION,  
WITH RESPECT TO  
REGENT PARK NEIGHBORHOOD**

**KNOW ALL MEN BY THESE PRESENTS THAT,**

**WHEREAS, The Village at Highland Lakes, Inc. ("Developer") and Highland Village Residential Association, Inc. (the "Association")** previously filed a Declaration of Covenants, Conditions and Restrictions in the Probate Office of Shelby County, Alabama, recorded on February 23, 2007, as Instrument Number 20070223000084910, as amended and supplemented by the Supplementary Declaration and Amendment recorded in said office on August 30, 2007 as Instrument Number 20070830000408300, as amended and supplemented by the Second Supplementary Declaration and Amendment recorded in said office on May 1, 2008 as Instrument Number 28850501000178840, as amended and supplemented by the Third Supplementary Declaration and Amendment recorded in said office on January 21, 2009 as Instrument Number 20090121000018210 (collectively the "Original Declaration") with respect to certain real property situated in Shelby County, Alabama, which is part of a residential subdivision known as The Village at Highland Lakes, A Residential Subdivision (the "Development"), and which is more particularly described in the Plat of The Village at Highland Lakes, Regent Park Neighborhood, as recorded in Map Book 37, at page 130 (Phase One), and in Map Book 38 at page 125 (Phase Two), and in Map Book 29 at page 130 (Phase Three), all being recorded in the Probate Office of Shelby County, Alabama;

**WHEREAS, Developer** owns certain additional real property (the "Subject Property") situated in Shelby County, Alabama, which is proposed to be developed as part of the Development, and which is more particularly described in the Plat of The Village at Highland Lakes, Regent Park Neighborhood, Phase Five, lots number 45, 46, 47, 74 and 75, as recorded in Map Book 42 at page 37 in the Probate Office of Shelby County, Alabama;

**WHEREAS, Developer** has created the Association pursuant to the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument Number 20060421000186650 in the Probate Office of Shelby County, Alabama, (the "Master Covenants"), for the purpose of maintaining Common Areas, regulating the use thereof, and levying assessments for the maintenance, preservation and regulation of the Common Areas;

**WHEREAS, the Developer** desires to submit the Subject Property to the Master Covenants and the Original Declaration in accordance with and pursuant to the terms thereof, each of which permit the Developer, with the approval in writing of the Association, to evidence the submission of such property to the Original Declaration and the Master Covenants by filing a Supplementary Declaration to that effect in the Office of the Judge of Probate of Shelby County, Alabama;

**NOW THEREFORE, the Developer and the Association (collectively the "Declarants"), 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 the Master Covenants, as each has been heretofore amended, 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 and for the maintenance, preservation,**



and regulation of the Common Areas within the property subject to the Original Declaration and the Master Covenants.

## ARTICLE I

The Declarants hereby reaffirm and restate the terms and provisions of the Original Declaration and the Master Covenants in their entirety without any change whatsoever, except that the legal description of the property subject to the Original Declaration and the Master Covenants is hereby amended to include the Subject Property.

1. The legal description of the property subject to the Original Declaration and the Master Covenants is hereby amended to include the Subject Property.

2. The Original Declaration is hereby amended by deleting Section 6.11 in its entirety therefrom and substituting in lieu thereof the following:

6.11 **Chimneys.** The materials utilized for chimneys are in the reasonable discretion of the ARC and the Association.

3. The Original Declaration is hereby amended by deleting Section 6.12 in its entirety therefrom and substituting in lieu thereof the following:

6.12 **Garage.** A garage is not required to be constructed on each lot. Any dwelling constructed without a garage is subject to approval of the ARC and the Association.

4. The Original Declaration is hereby amended by deleting Section 6.14 (a) and (b) in its entirety therefrom and substituting in lieu thereof the following:

6.14 **Windows, Window Treatments and Doors.** The materials utilized for windows window treatments and doors are in the reasonable discretion of the ARC and the Association.

5. The Original Declaration is hereby amended by deleting Section 6.16 in its entirety therefrom and substituting in lieu thereof the following:

6.16 **Utility meters and HVAC Equipment.** The location of utility meters and HVAC equipment is in the reasonable discretion of the ARC and the Association.

## ARTICLE II

Declarants hereby declare that the provisions of the Original Declaration and Master Covenants as so amended shall run with the land and be binding upon, and shall inure to the benefit of, the Property and the Subject Property and all parties having or acquiring any right, title or interest in and to the Property and the Subject Property or any part thereof, and their successors in interest.

## ARTICLE III

It is the intention of the Developer to submit the Subject Property to the Master Covenants pursuant to Section 2.2(a) of the Master Covenants so that the Subject Property will be part of the Development (as defined in the Original Declaration) and the members of the ARC (as defined in the Original Declaration) will be members of the Association. The Association has joined in the execution of this Supplementary Declaration for the purpose of evidencing its written approval of the submission of the Subject Property to the Original Declaration and Master

Covenants as herein provided and does hereby authorize the filing of this Supplementary Declaration with the Office of the Judge of Probate of Shelby County, Alabama.

#### ARTICLE IV

Declarant hereby states and certifies that the Declarant is the Person named as the Developer in the Original Declaration; that Declarant currently owns one or more Lots in the Property subject to the Original Declaration; that Declarant in its capacity as Developer has full right, power and authority to amend the Original Declaration as herein provided pursuant to Section 8.2 of the Original Declaration by reason of the fact that Declarant is an Owner of a Lot in the Property and that said amendment will neither materially and adversely affect any Owner's right to the use and enjoyment of his Lot or Dwelling, nor materially and adversely affect the title of an Owner, or the title or interest of an Institutional Mortgagee, in and to any Lot or Dwelling. The Association has joined in the execution of this Supplementary Declaration to evidence its written approval and consent to the amendment to Section 6.6 of the Original Declaration as herein provided in accordance with the requirements of Section 8.4 of the Original Declaration.


IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the 20<sup>th</sup> day of January, 2011.

#### DECLARANTS:

THE VILLAGE AT HIGHLAND LAKES, INC.  
an Alabama corporation

By:

  
Douglas D. Eddleman  
President

  
20110125000025020 3/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
01/25/2011 08:22:26 AM FILED/CERT

HIGHLAND VILLAGE RESIDENTIAL  
ASSOCIATION, INC.

By:

  
Its: PRESIDENT



STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as President of The Village at Highland Lakes, Inc., an Alabama corporation, is signed to the foregoing Supplementary Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Supplementary Declaration, he, as such officer 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 20<sup>th</sup> day of January, 2011.

\_\_\_\_\_  
Notary Public

My Commission Expires: 5-5-2011

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman whose name as President of Highland Village Residential Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing Supplementary Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Supplementary Declaration, he as such officer, 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 20<sup>th</sup> day of January, 2011.

\_\_\_\_\_  
Notary Public

My Commission Expires: 5-5-2011



20110125000025020 4/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
01/25/2011 08:22:26 AM FILED/CERT

**CONSENT OF LENDER**

Compass Bank (the "Bank"), as the holder and owner of the mortgage securing the property made subject to the above referenced Original Declaration and the foregoing Supplementary Declaration to Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Regent Park Neighborhood, Phase Three, and recorded as Instruments Numbered 20061229000637710, 20061229000637730, and 20061229000637690 in the Probate Office of Shelby County, Alabama, does hereby consent to the filing of the Original Declaration and the foregoing Supplementary Declaration and does hereby agree that said property shall remain subject to the terms and conditions of the Original Declaration and the foregoing Supplementary Declaration if the Bank should succeed to the interest of the Developer of the Property by foreclosure of its mortgage by accepting a deed in lieu of the foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this consent on this 21<sup>st</sup> day of January, 2011.

COMPASS BANK

By: 

Its: Vice President

STATE OF ALABAMA )  
JEFFERSON COUNTY )


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ryan Ramage, whose name as Vice-President of Compass Bank, an Alabama bank, 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 above and foregoing instrument, he (she), as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 21<sup>st</sup> day of January, 2011.

  
Notary Public

This instrument was prepared by:

Jack P. Stephenson, Jr.  
Burr & Forman LLP  
420 North 20th Street, Suite 3100  
Birmingham, Alabama 35203.

  
20110125000025020 5/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
01/25/2011 08:22:26 AM FILED/CERT

