

THIS INSTRUMENT PREPARED BY:

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Pelham, Alabama 35124



20150306000069260 1/2 \$17.00  
Shelby Cnty Judge of Probate, AL  
03/06/2015 09:46:13 AM FILED/CERT

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## AGREEMENT

This Agreement, dated this the 16th day of February, 2015 by and between Highpointe Investments, LLC, hereinafter sometimes referred to as "Highpointe", and Huckaby Lake Homeowner's Association, Inc hereinafter sometimes referred to as the "Association".

Highpointe Investments, LLC is the owner of that tract of land located in Shelby County, Alabama and described as follows:

All that part of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 36, Township 19, Range 3 West, situated in Shelby County, Alabama and lying Northeast of Indian Lake Lane, hereinafter referred to as the "property".

Huckaby Lake Homeowners Association, Inc. is the governing entity that is charged with the enforcement of those documents known as the MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS applicable to Indian Lake Estates recorded in Instrument 1995-31865 in the Office of the Judge of Probate of Shelby County, Alabama on November 6, 1995 and the Second MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS (revised by motion in Membership meeting of 11/18/97) also applicable to Indian Lake Estates recorded in Instrument 1998-39829 in the Office of the Judge of Probate of Shelby County, Alabama on October 13, 1998, hereinafter referred to as covenants.

Whereas, the above described property is not property that would be governed by the above described covenants.

Whereas it is the intention of Highpointe and Huckaby Lake Homeowners Association, Inc. to bring the above described property under the control of the above described covenants.

Therefore, in consideration of the mutual benefits conferred to Highpointe and Huckaby Lake Homeowners Association, Inc. by this Agreement, which both parties agree would be adequate and sufficient consideration to support the validity and enforceability of this Agreement, the parties agree as follows:

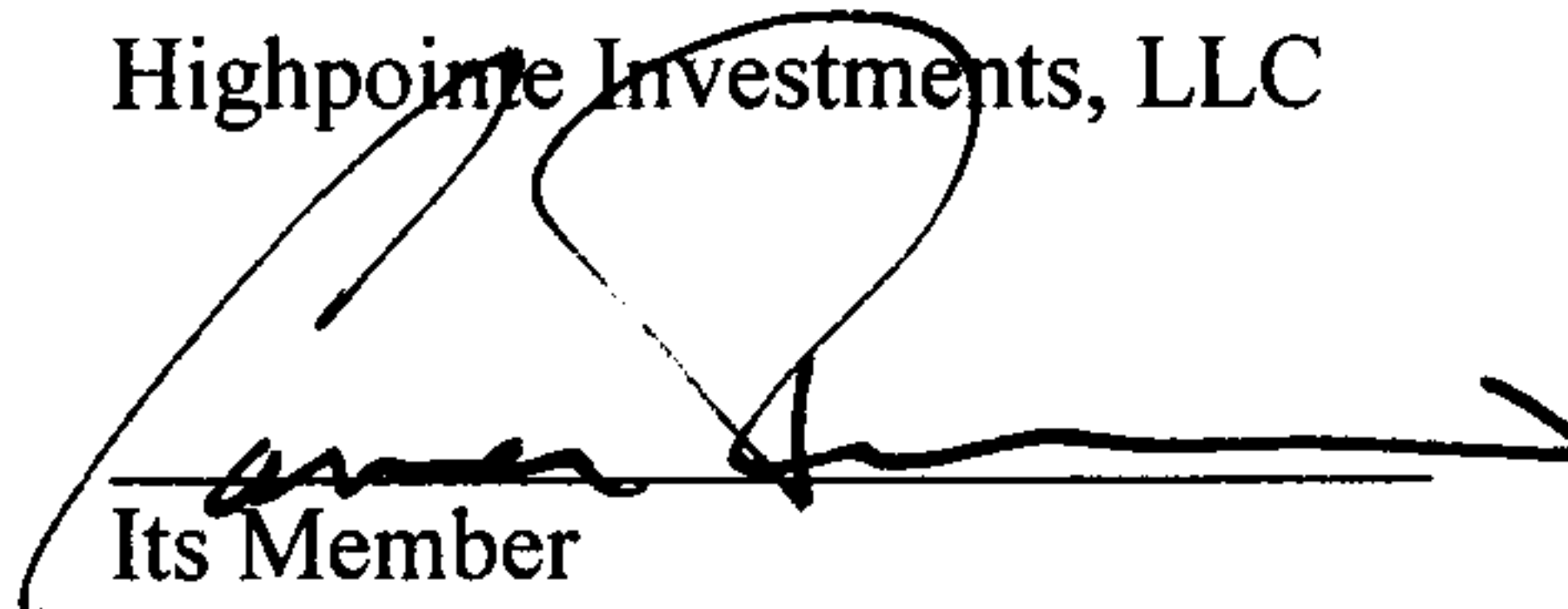
That Huckaby Lake Homeowners Association, Inc. agrees to include the above described property into their association, providing Highpointe Investments, LLC and any subsequent title holder(s) of the above described property with all rights, duties and liabilities associated with being a member of the Association. Further, that Huckaby Lake Homeowners Association, Inc. agrees to provide the above described property owners with all rights and privileges associated with membership in Huckaby Lake Homeowners Association, Inc., including but not limited to access to and use of the lake and all the same rights and privileges afforded to any other member of the association.

That Highpointe agrees to be bound by the terms of the above described covenants, accepting all rights and privileges associated with membership in Huckaby Lake Homeowners Association, Inc. and agrees to execute a Consent to be Bound for recordation in the Office of the Judge of Probate of Shelby County, Alabama.

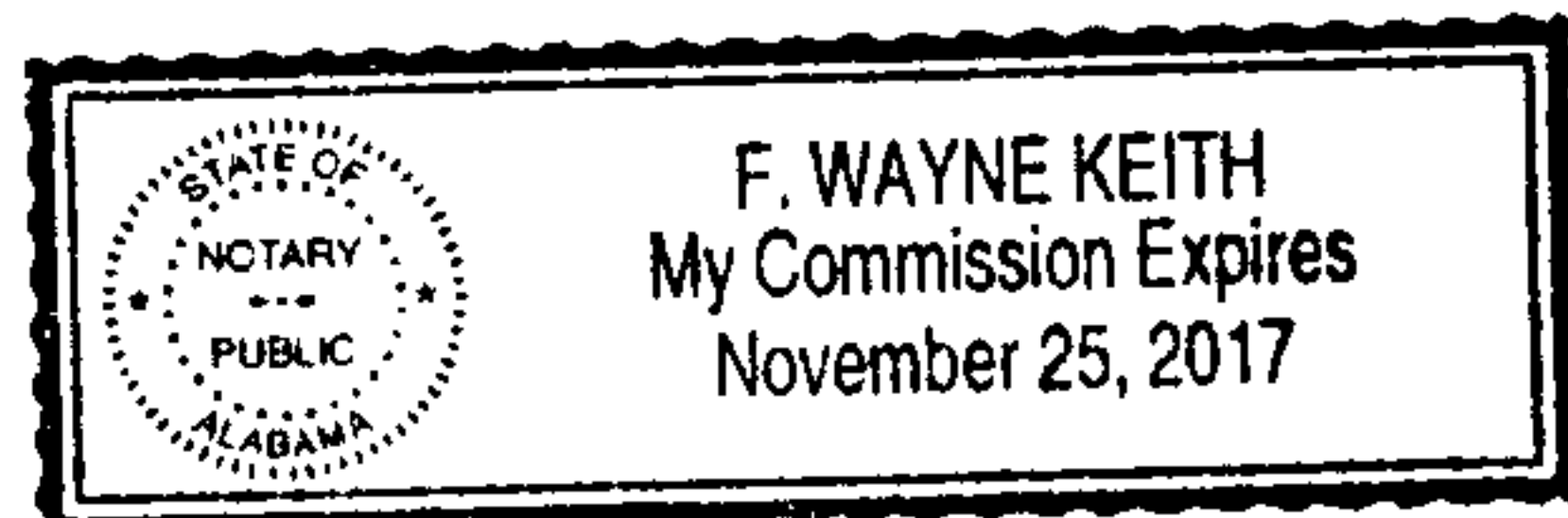
That Highpointe agrees that in the event that the church acquires adjoining property to the above described property and there is a bona fide request by a governmental agency for a detention pond to be located on the property, that Highpointe will allow for up to a one acre detention property to be located in that area of the property where the creek/branch goes under the road, provided that that area is properly landscaped and that the expenses of the landscaping will not be paid for or funded by Highpointe.

This Agreement shall be binding on the heirs, successors and assigns of all parties to this Agreement.

Highpointe Investments, LLC

  
Its Member

Sworn to and subscribed before me this the 16th day of February, 2015.

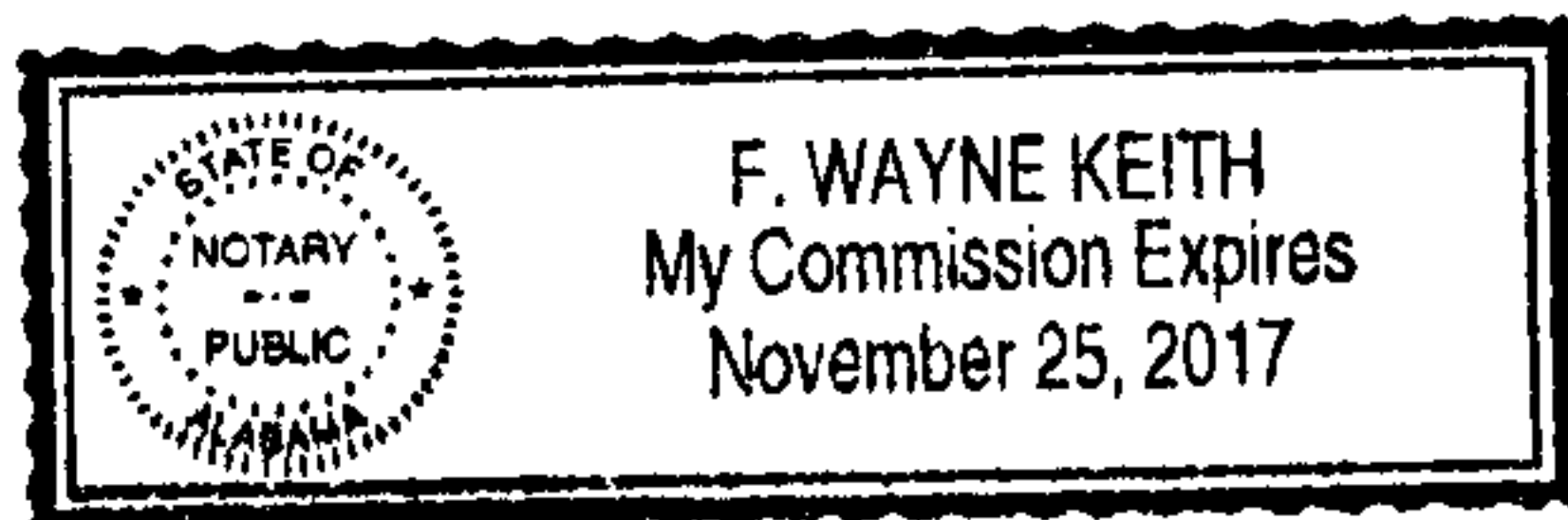


  
Notary Public

Huckaby Lake Homeowners Association Inc.

  
Its President

Sworn to and subscribed before me this the 16th day of February, 2015.



  
Notary Public



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