

THIRD AMENDED AND RESTATED
PROTECTIVE COVENANTS
OF SHOAL CREEK

THIS DECLARATION, made on this 28TH day of April, 2015, by the Shoal Creek Association, Inc., an Alabama nonprofit corporation (hereinafter referred to as "Association"), is to be recorded in the Office of the Judge of Probate of Shelby County, Alabama.

WITNESSETH:


WHEREAS, an original Declaration of Protective Covenants, Articles of Incorporation and By-Laws, was made and recorded 10 May 1977 at Real Volume 19, Page 861, in the Office of the Judge of probate of Shelby County, Alabama, to provide for the maintenance, preservation and architectural control of the Lots and common areas within Shoal Creek Subdivision as shown on that certain map or plat thereof recorded in Map Book 6, Page 150, in the aforesaid Office;

WHEREAS, an Amended and Restated Declaration of Protective Covenants, Articles of Incorporation and By-Laws, was made and recorded 31 October 1991 at Real Volume 370, Page 938 in the Office of the Judge of Probate of Shelby County, Alabama to provide for the maintenance, preservation and architectural control of the Lots and common areas within Shoal Creek Subdivision as shown on that certain map or plat thereof recorded in Map Book 6, Page 150, in the aforesaid Office;

WHEREAS, a Second Amended and Restated Protective Covenants of Shoal Creek was made and was recorded October 16, 2009 (Instrument #: **20091016000392120**) in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, the Association wishes to amend and restate said Declaration of Protective Covenants in certain respects;

NOW, THEREFORE the Association hereby declares that all of the aforesaid Lots and common areas within Shoal Creek Subdivision shall be held, sold and conveyed subject to the following easements restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.


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ARTICLE I DEFINITIONS

Section 1. "Architectural Committee" shall mean the committee created pursuant to ARTICLE VI hereof.

Section 2. "Architectural Committee Guidelines" shall mean those guidelines, and requirements (consistent with the Covenants), if any, adopted by the Architectural Committee.

Section 3. "Articles" shall mean the Articles of incorporation of the Association, as said Articles may be amended from time to time.

Section 4. "Association" shall mean and refer to Shoal Creek Association, Inc., an Alabama nonprofit corporation, its successors and assigns.

Section 5. "Board" shall mean the Board of Directors of the Association.

Section 6. "Bylaws" shall mean the Bylaws of the Association as such Bylaws may be amended from time to time.

Section 7. "Club" shall mean Shoal Creek, a non-profit corporation organized under the laws of the State of Alabama.

Section 8. "Club Property" shall mean all real property owned by the Club set forth on the Subdivision Map.

Section 9. "Common Area" shall mean all real property, including roads and road rights-of-way, owned or to be owned by the Association for the common use and enjoyment of the Owners, as set forth in the Subdivision Map.

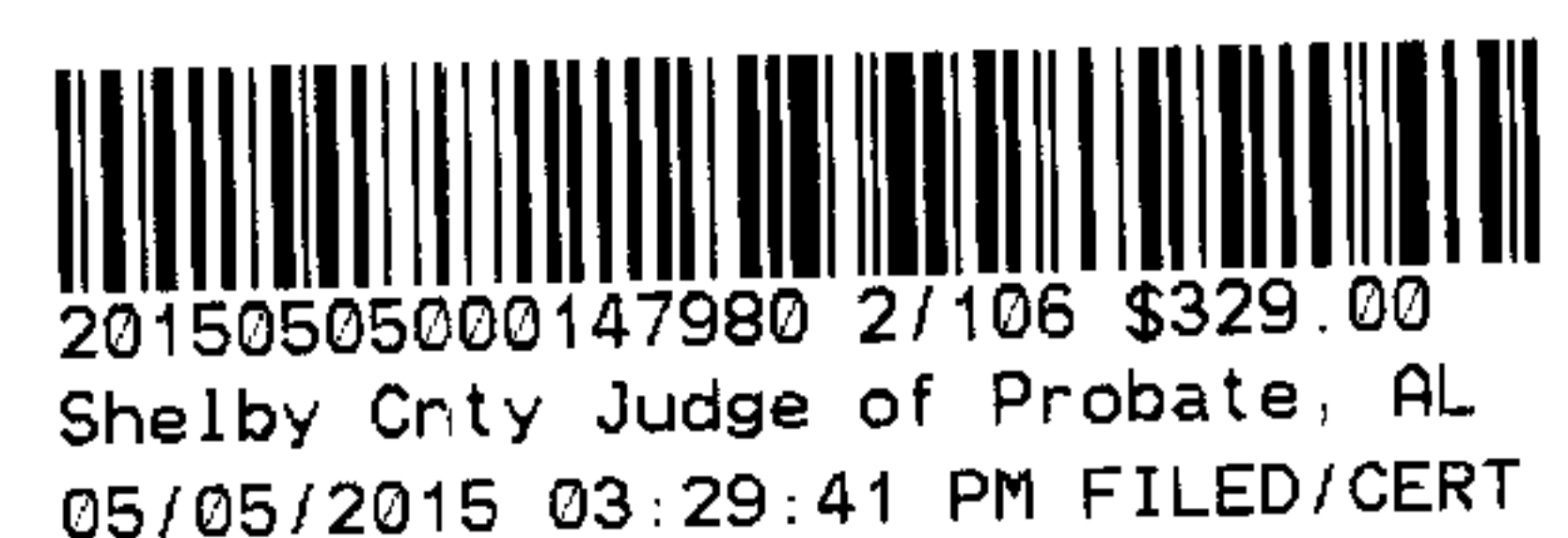
Section 10. "Common Wall Home" shall mean a single-family residence, which has a vertical common building wall with another similar single-family residence. Every unit of this style residence shall have a ground floor entrance and rear garage parking. Owners of such units may share an undivided interest in surrounding property (driveway, parking area, green-space and vegetative buffer), common to such units.

Section 11. "Cottage" shall mean a free-standing, single family residence constructed in accordance with the restrictions and conditions set forth in Article IV hereof.

Section 12. "Cottage Lot" shall mean and refer to a Lot identified in Article IV, Section 3.

Section 13. "Declaration" shall mean the covenants, conditions and restrictions herein set forth in this entire document, as same may from time to time be amended.

Section 14. "Executive Suites Building" shall mean a structure constructed in accordance with the restrictions and conditions set forth in Article IV hereof.



Section 15. "Greenway Easement" shall mean the easements in favor of the Association for the benefit of Members as shown on the Subdivision Map.

Section 16. "Improvement" shall mean the buildings, garages, carports, roads, driveways, parking areas, fences, walls, docks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind.

Section 17. "Lot" shall mean any parcel of real property intended for residential use and designated as a Lot on the recorded Subdivision Map and any parcel of real property, that results from the subdivision of a Lot under the provisions of Section 3 of Article IV hereof. A Lot shall be deemed "Developed" when all offsite streets and utilities have been completely installed. A Lot shall be deemed "Improved" when a Single Family Residence has been completely constructed thereon. All other Lots shall be deemed "Undeveloped Lots."

Section 18. "Improved Lot" shall mean any Lot that has been altered, essentially to a state that is considered permanent, such as with the construction of a house or guesthouse, on a significant portion thereof. Landscaping, driveways, small out-structures, and any other improvements that may be removed easily, shall not constitute an improved Lot.

Section 19. "Member" shall mean the Club and any person or entity who is a Member of the Association. Any owner of property in Shoal Creek, who is obligated to pay dues, shall be a member and shall have one vote for each Lot owned. The spouse of the record owner of a Lot, who resides on the Lot, shall also be a Member. Any person, and the spouse of any person, who resides on a Lot under the provisions of a Qualified Personal Residence Trust shall also be Members. The Club shall be considered to own a number of Lots equal to the greater of (a) 150 Lots or (b) the number of persons who are regular Members of the Club but not Owners and shall have one vote for each Lot, which the Club is considered to own.

Section 20. "Owner" shall mean and refer to the Club and to the record Owner (including Thompson Realty Co., Inc.), whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Lot. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. The lessee of a Lot under a Qualified Personal Residence Trust shall be deemed the Owner of such Lot and entitled to vote in place of such Owner. For the purposes of Article IV only, unless the context otherwise requires, "Owner" shall also include the family, invitees, licensees, and lessees of any Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Lot.

Section 21. "Properties" shall mean and refer to that certain real property hereinbefore referred to and described in the Subdivision Map, and such additions thereto as may hereafter be brought under the Declaration.

Section 22. "Purchaser" shall mean any person who acquires any Lot.

Section 23. "Single Family" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, who maintain a common household in a dwelling.

Section 24. "Single Family Residence" shall mean a dwelling constructed in accordance with the restrictions and conditions set forth in Article IV hereof.

Section 25. "Single Family Residential Use" shall mean the occupation or use of a Single Family Residence in conformity with this Declaration.

Section 26. The "Revised Subdivision Plat" shall mean that revised map or plat covering the entire property referred to in this Declaration, and recorded along with it, in the Probate Court of Shelby County, Alabama. The original "Subdivision Map" (recorded in Book 6, Page 150 in the Probate Court of Shelby County Alabama) - served the original (1977) and subsequent (1991) Declarations (themselves recorded in Book 19, Page 861 in the Probate Court of Shelby County Alabama).

Section 27. "TRCO" shall mean Thompson Realty Co., Inc., an Alabama corporation.

Section 28. "Visible From Neighboring Property" shall mean, with respect to any given object, that such object or any part thereof is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

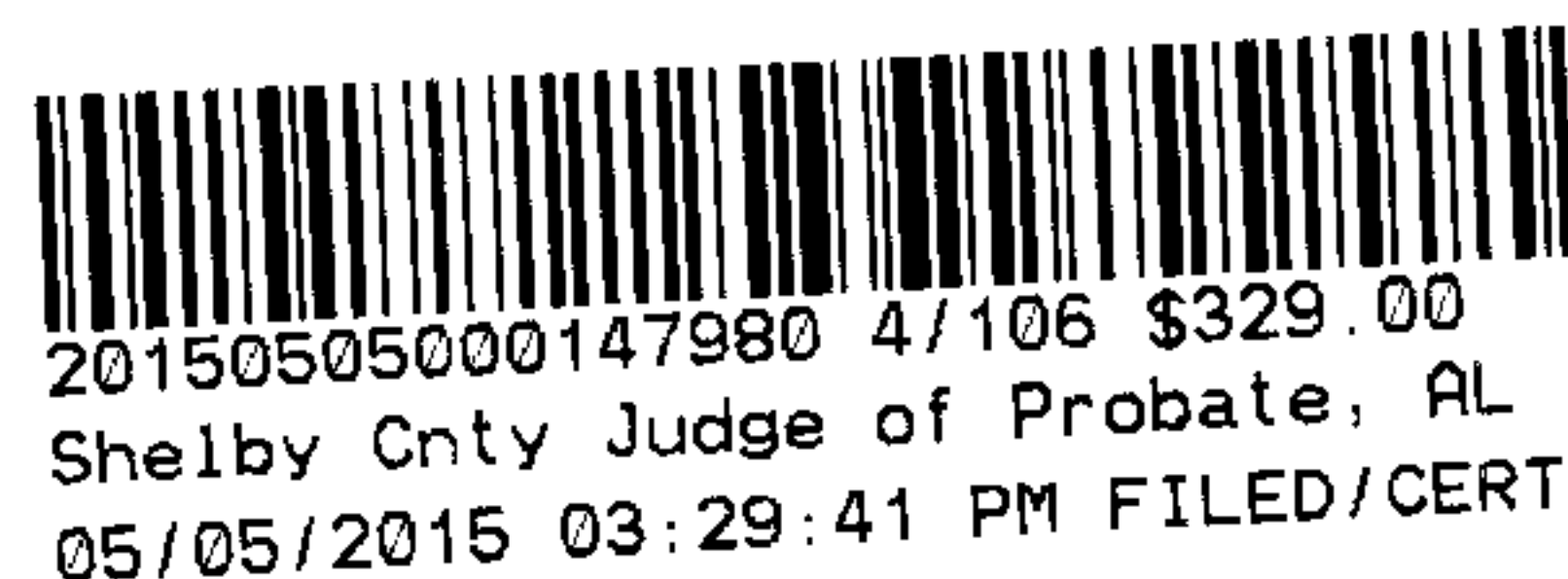
Section 29. Votes. Wherever these Covenants refer to votes or a vote of Members or of Owners, such reference shall mean all the votes entitled to be cast by all Owners and the Club.

ARTICLE II PROPERTY RIGHTS

Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to the property acquired by the Owner, subject to the right of the Association to dedicate all or any part of the Common Area to any political entity or subdivision. No such dedication or transfer shall be effective unless an instrument reflecting the agreement of Members representing two-thirds (2/3) of the votes agreeing to such dedication or transfer has been recorded.

ARTICLE III PROPERTY SUBJECT TO RESTRICTIONS

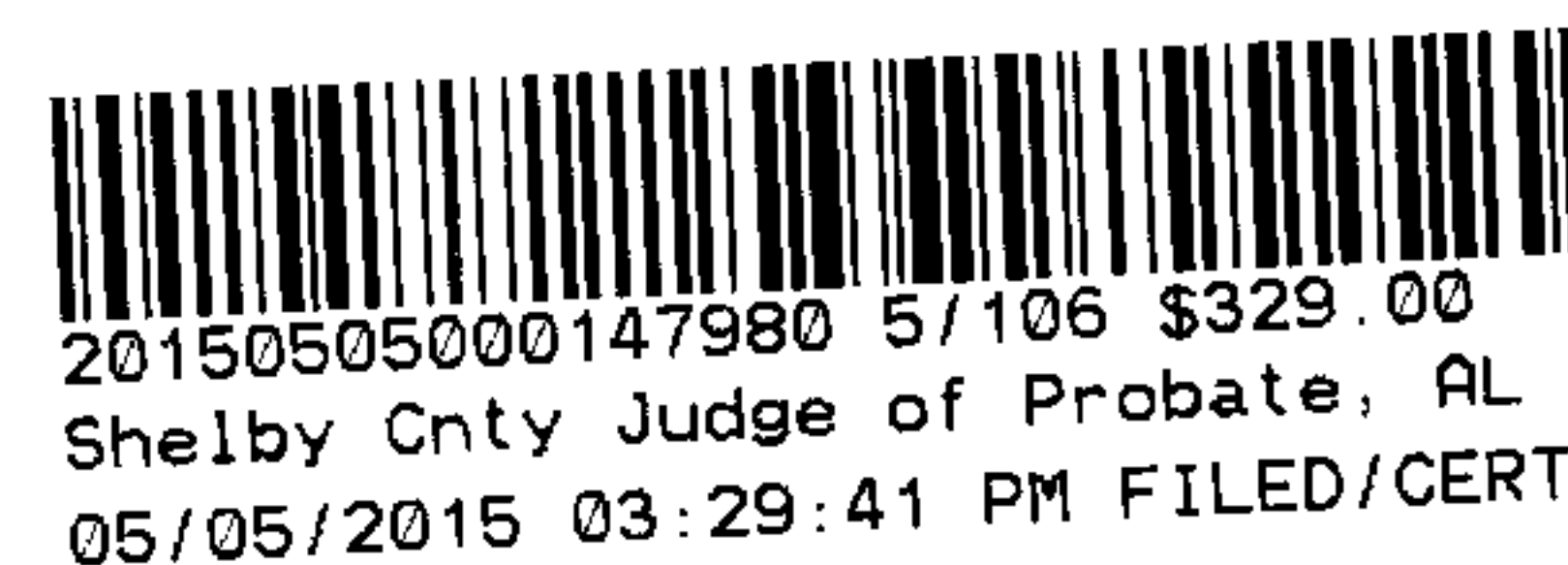
Section 1. General Declaration. TRCO intends to sell and convey the Lots to Purchasers subject to this Declaration and any subsequent amendment or supplement thereto. TRCO hereby declares that all of the properties are and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or supplemented from time to time. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision and improvement of the Properties and is established for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. All of the provisions of this Declaration shall run with the Properties for all purposes and shall be binding upon and inure to the benefit of TRCO, the Association, the Club, all Owners and their heirs, successors and assigns.



Section 2 (a). Undeveloped Tract(s). Included in the properties is a tract (designated as “Undeveloped Acreage Tract” on the Original Subdivision Map executed 4 May 1977 and herein referred to as the "Tract") - also known as the “mountain property” which is located generally along the eastern edge of the community – encompassing approximately two miles of Double Oak Mountain ridge - east and south of the Lots referred to in Section 1 of Article IV hereof and which is not planned for subdivision and development, but which may be subdivided and developed at a later date. This tract is privately owned by neither TRCO nor SCA; however, this tract is part of Shoal Creek community and is governed by the Protective Covenants herein. Upon recordation of any subsequent plat, the common areas and easements within such property may be conveyed to the Association to be held and administered in the same manner as herein provided. The owner(s) will, at the time of the development of the Tract or any part thereof, record additional declarations which will incorporate this Declaration by reference and will supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate for that property, provided that such additional covenants, conditions and restrictions shall be consistent with those contained herein, and no use shall be made of the Tract which will adversely affect any other portion of the Properties.

Section 2 (b). There are two additional tracts of land considered as undeveloped properties. The first tract, owned by TRCO, consists of roughly 30 acres and is located along the southwest side of developed Shoal Creek property, fronting on County Road 41 and bordering along Belvedere Property, and extending towards Shoal Creek property. The other tract is owned by Double Oak LLC, and it consists of approximately 70 acres bordering the developed Shoal Creek property on the northeast side. These tracts have been accepted into Shoal Creek, although they have not been subdivided. These tracts may be subdivided and developed by either TRCO solely or in partnership with TRCO at a later date without the consent of the members, but subject to the restrictions of the Shoal Creek Architectural Committee and the Shoal Creek Association Board. Upon recordation of any subsequent plat, the common areas and easements within such property may be conveyed to the Association to be held and administered in the same manner as herein provided with approval of the Association Board. The owners will, at the time of the development of the Tracts or any part thereof, record additional declarations which will incorporate this Declaration by reference and will supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate for that property, provided that such additional covenants, conditions, and restrictions shall be consistent with those contained herein, and no use shall be made of the Tracts which will adversely affect any other portion of the Properties.

**ARTICLE IV
LAND USE CLASSIFICATIONS,
PERMITTED
USES AND RESTRICTIONS**



Section 1. Permitted Uses and Restrictions. Subject to the provisions of Sections 2, 3, 4, 5, 6, 7 and 8 of this Article, the permitted uses, easements, and restrictions for the Properties shall be as follows:

A. Single-Family Residential Use. All Lots except as hereinafter specifically designated in Subparagraph B of this Section shall be used, improved and devoted exclusively to Single Family Residential Use. No business activity of any kind shall be conducted on any such property except by written authorization of the board, and except for home offices as long as

their use will not result in any additional staff other than the residents of the home and will not result in any increased vehicular traffic or material storage. All buildings and structures erected on any Lot shall be of new construction and no building or structure shall be moved from any other location onto any Lot. No structure whatever, other than one private Single Family Residence, which may include a private garage for not more than four (4) cars, a guest house, pool, cabana and tennis court, shall be erected, placed or permitted to remain on any Lot except as specifically provided in Subparagraph B of this Section, "Other Use," and Section 3 of this article, "Cottage Lots and Cottages." No building or structure for residential purposes shall be erected or maintained separate from the residence hereinabove referred to, except that a guest house, may be so erected and maintained if the Architectural Committee in its absolute discretion shall approve the architectural and landscape plans for such structure. The Architectural Committee shall be charged with the responsibility of ensuring that no improvement, whether in the nature of building or landscaping, shall be initiated unless the quality of such improvement is compatible with the neighborhood standards within the Properties. No minimum size or quantity shall be required, but the maximum size of any single-family home will be limited to 12,500 square feet of air conditioned-heated space. The quality and attractiveness of every improvement must meet high neighborhood standards and the Architectural Committee is hereby granted broad discretion in judging the compatibility of proposed improvement for the neighborhood.

No part of any dwelling shall be used for the lodging of paying guests, except during special events such as golf tournaments, or as approved by the Board. No home may be built for the purpose of leasing. However, the goal of the Covenants can be best achieved if homes are occupied and not vacant for extended periods of time. Therefore, the Board accepts that vacant homes may occasionally be rented, with a preference intended for tenants preparing to become Owners, who are building or renovating a home at Shoal Creek. Rentals to tenants with no Shoal Creek affiliation are not expressly prohibited - and indeed are permitted in cases where Owners are to be temporarily absent from Shoal Creek.

B. Other Use.

1. Executive Suites Buildings. TRCO was given the right in the previous Declaration to construct two Executive Suites Buildings on each of Lots 161 and 162. The offices of TRCO were constructed on Lot 161. A second office building (as described below in this paragraph) may be constructed on Lot 161. Lot 162 has been subdivided into two Lots, 162A and 162B. An Executive Suites Building has been constructed on Lot 162A and no further building may be constructed upon this Lot. In addition to the uses permitted in section 1, Subparagraph A of this article, Lot 162B may, at the sole discretion of TRCO be used and improved for construction and operation of one Executive Suites Building not greater than three (3) stories in height, with not more than eight (8) suites in the building. The executive suites building erected on Lot 162B shall be of new construction and no building or structure shall be moved from any other location onto any Lot. The Architectural Committee shall be charged with the responsibility of ensuring that no improvement, whether in the nature of building or landscaping, shall be initiated unless the quality of such improvement is compatible with the neighborhood standards within the properties. The Architectural Committee is hereby granted broad discretion in judging the compatibility of proposed improvements for the neighborhood. TRCO may lease Executive Suites to Members of the Association, to the Club or to other persons deemed suitable by TRCO for use by said Members and persons as personal or business or professional offices. No sign or other marking, bearing a trade or business name shall be erected on a Lot or affixed to the exterior of an Executive Suites Building, except the sign affixed to the exterior of TRCO's office building as required by the Alabama Real Estate Commission.

2. General Store. The original Shoal Creek Master Plan (1977) sited a General Store near the community entrance. As such, TRCO is hence authorized to develop a multi-purpose building, for use by Residents, Club members and guests, and which shall not be made available to the general public. The building may be comprised of (1.) a General Store (groceries, coffee shop, ice cream parlor, meeting area, etc.), (2.) the new post office and (3.) second floor Club guest suites. The design is subject to Architectural Committee review. In addition to the option of placing this structure on TRCO property, TRCO may choose instead, to collaborate with either the Association or the Club in order to place the structure on one of their properties near the community entrance.

3 Tournament Staging Area. Portions of Lots 2A1, 2B1, 3A1, 3B1 and 4A may, at the sole discretion of TRCO, be used and improved by the Club for operation of a tournament staging area for equipment and material. After each tournament, the Club will return the area to its clean natural state, free of equipment and material. TRCO may eventually, at its sole discretion, develop this area residentially, and, in addition to single-family units, such development may include the potential for Cottage or Common Wall homes.

4. Improvements and alterations on the Lots identified in this "Other Use" Subparagraph B shall be subject to the terms and conditions of Article IV, Section 1, Subparagraph E below. Furthermore, notwithstanding the uses allowed in Section 1, Subparagraph B of this Article IV, TRCO may nevertheless sell and convey a Lot identified therein to a purchaser for use as a single family residence, subject to the terms and conditions applicable thereto. Purchasers taking title in fee to such Lots shall use, improve and devote the Lots exclusively to single family residential use and, for each such Lot, the "Other Use" development rights accorded TRCO in Subparagraph B hereof shall terminate upon passage of title to the purchaser.

C. Animals. No animals, horses (except as allowed on Lots in the Southeast quadrant of the property for equestrian use), birds, fowl, poultry, or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal, horse, bird, fowl, poultry, or livestock shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No pet may be allowed to run free off the Owner's property. No structure for the care, housing or confinement of any animal, bird, fowl, poultry, or livestock shall be maintained on any Lot so as to be Visible From Neighboring Property. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal, bird, fowl, poultry, or livestock is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein.

D. Antennas. No antenna, other than a satellite dish, or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors within the Properties, whether attached to a building or structure or otherwise, unless approved by the Architectural Committee, provided that such approval shall not be withheld if an antenna or other device is reasonably necessary for clear television or radio reception. The Architectural Committee may impose reasonable restrictions with respect to antennas in order to ensure aesthetic compatibility with the neighborhood.

E. Utility Service. Unless approved in writing by the Architectural Committee or permitted pursuant to easement granted prior to recordation of the Subdivision Map, no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any property within the Properties unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Committee. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Architectural Committee. An easement for all utilities is granted within all road rights-of-way as shown on the Subdivision Map. Certain easements for electrical transmission (and related facilities) are shown on the Subdivision Map and/or have been conveyed by separate instrument by TRCO. In addition to such power easements, an easement ten feet in width for electrical power cables and transformer boxes is granted along all Lot boundaries, five feet on either side of each such boundary. The following special covenants shall apply with respect to electrical power use:

1. The Owners of Lots within the Properties will not erect or grant to any person, firm or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical or telephone service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave the Properties). Nothing herein shall be construed to prohibit overhead street lighting, or ornamental yard lighting, where serviced by underground wires or cables.

2. In order to beautify the Properties for the benefit of all Lot Owners and permit Alabama Power Company to install underground electric service to each house within the Properties for the mutual benefit of all Lot Owners therein, no Owner of any Lot within the Properties will commence construction of any house on any said Lot until such Owner (1) notifies Alabama Power Company that such construction is proposed, (2) grants in writing to Alabama Power Company such rights and easements as Alabama Power Company requests in connection with its construction, operation, maintenance and removal of underground service lateral on each Lot, and (3) otherwise complies with the Rules and Regulations for Underground Residential Distribution on file with and approved by the Alabama Public Service Commission, provided that construction initiated prior to the filing of the Subdivision Map shall not be deemed to violate the prior notice provision.

3. Alabama Power Company, its successors and assigns, will retain title to the underground service lateral and outdoor metering trough or house power box (exclusive of circuit-breakers) serving each said house, and said service entrance facilities provided by Alabama Power Company will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain personal property belonging to Alabama Power Company, its successors and assigns, and will be subject to removal by Alabama Power Company, its successors and assigns, in accordance with applicable Rules and Regulations filed with and approved by the Alabama Public Service Commission.

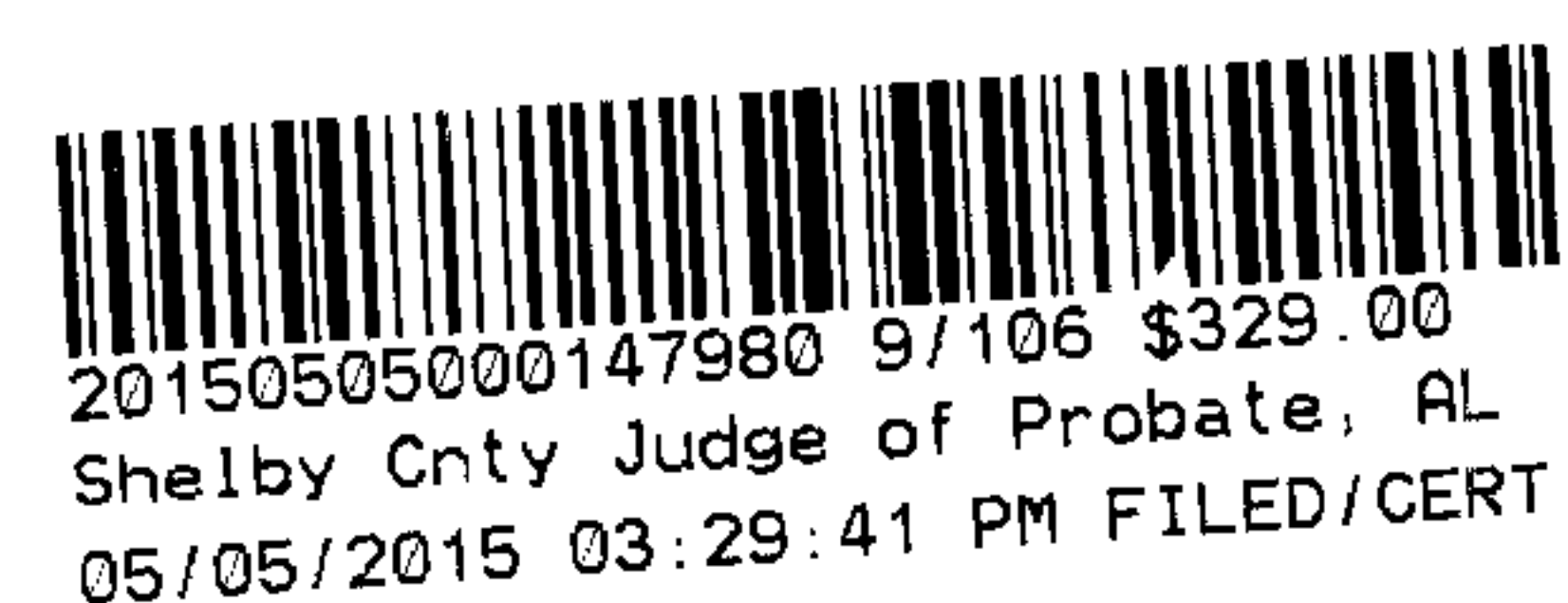
4. These covenants and restrictions touch and concern and benefit the land and shall run with the land and shall be binding on Alabama Power Company, the Owners, their respective heirs, successors and assigns. Invalidation of any one of the foregoing covenants and restrictions shall in no way affect any other provision contained herein.

F. Improvements and Alterations.

1. No improvements, alterations, repairs, excavation or other work which in any way alters the exterior appearance of any property within the Properties or the improvements located thereon from its natural or improved state existing on the date such property is conveyed in fee to a Purchaser, shall be made or done without the prior approval of the Architectural Committee. Prior to making any improvement to any Lot, the Owner shall submit to the Architectural Committee the plans and specifications: of the dwelling, of the landscape of the Lot (to include any clearing of trees or shrubs from the Lot) and of any other information specified by the Architectural Committee Guidelines. No building, fence, wall, screen, residence, other structure or clearing shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Committee or any committee established by the Architectural Committee for that purpose. Pursuant to its rulemaking power, the Architectural Committee shall establish reasonable procedures for the preparation, submission and determination of applications for any improvement or alteration. The Architectural Committee shall have the right to refuse to approve any plans or specifications or landscape or clearing plans, which are not reasonably suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and landscape plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from the adjacent or neighboring property. The Architectural Committee may, in its discretion, require the Owner to utilize a licensed architect or an established home designer - who is specifically approved by the Architectural Committee - to prepare plans and specifications for the construction, improvement or alteration of any building. All subsequent additions to - or exterior changes or alterations in - any building, fence, wall, or other structure, shall be subject to the prior approval of the Architectural Committee. Unless otherwise approved in writing by the Architectural Committee, no building, fence, wall or other structure shall be erected or located nearer than: (1) 100 feet to any Lot boundary which abuts a road right-of-way; (2) 75 feet to any Lot boundary which abuts Club property; (3) 50 feet to any Lot boundary which abuts Common Area; or (4) 50 feet to any Lot boundary which abuts an adjacent Lot. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Committee. All decisions of the Architectural Committee shall be final unless overridden by a vote of two-thirds of the members of the Board, and no Owner or other parties shall have recourse against the Architectural Committee or the Board for its refusal to approve any such plans and specifications or plot plan. In the event a variance is requested, the Architectural Committee - if it deems the variance acceptable - will recommend approval to the Association Board, which will then render a final decision. In the event that the Architectural Committee shall fail either to approve or disapprove any plans or specifications within 90 days after submission to it, then such plans or specifications will be deemed to have been approved and the Owner may proceed with his proposed improvements, alterations, repairs, excavation or other work.

The Board may require the Owner or Owner's Builder, to pay the fees or make the deposit required under the Architectural guidelines existing at the time that the property is purchased.

Should the Architectural Committee reject any plan or a portion thereof, it shall communicate the items or issues specifically rejected to the Owner and invite the Owner to resubmit a revised plan.



2. All improvements and alterations (including landscaping plans as approved by the Architectural Committee) should be completed within 24 months after construction or alteration has begun. Unless the time for such completion is extended in writing by the Architectural Committee upon written application by the Lot owner, the owner of any Lot upon which improvements and alterations have begun and remain incomplete 24 months after their commencement shall pay monthly to the Association the sum of \$100 for each day until the improvement or alteration is completed, unless waived by the Architectural Committee. In addition, unless an extension has been previously approved by the Architectural Committee, property Charges will change from Home-Under-Construction status to Improved Lot status, (as per Article V, Section 7). Should any alteration or improvement remain incomplete 30 months after its commencement, the Association shall have the right to enter upon the Lot and, through employment of contractors, or otherwise, cause the exterior of such improvement or alteration, including landscaping, to be completed for the Lot owner's account. The owner shall upon written demand reimburse the Association for the cost of such completion. The Association shall have a lien upon the Lot to secure the payment of the cost of completion and may enforce such lien in the manner permitted the Association under Paragraph B of Section 8 of the Article V of the Protective Covenants. The Lot owner's obligation to pay the sum of \$100 a day until completion shall terminate no later than 30 days after the Association undertakes such completion. Any suspension of work at the request or direction of the Club or the Association shall not be counted in determining the periods of time set forth in this Section 2.

3. Any owner causing any improvements or alterations on his Lot to be made shall cause his contractor or other persons working on the Lot to maintain the construction site in as orderly condition, free of rubbish or debris, as is practicable consistent with the work being done, bearing in mind the objective of annoying or inconveniencing residents of other Lots as little as reasonably feasible. Should any trash, rubbish, debris, or construction trailers or shacks be permitted to remain on any Lot after completion, or suspension for more than 30 days, of any construction work, then the Association, or the Architectural Committee, may request and require the owner to remove all or part of the same. Should the owner fail to do so within 10 days of such request, then the Association may enter upon the Lot and remove all or part of such trash, rubbish, debris, construction trailers or shacks and perform such additional work as may be necessary to improve the appearance of the Lot all without any liability of any kind to owner. Any costs incurred in effecting such removal shall be paid by owner within 30 days of written request that the owner do so, and if not so paid, shall be a charge and lien against the Lot collectible as set forth in section 8 of Article V. Any Owner causing any alterations or improvements to his Lot or home must return the common area abutting the street to its pre-construction status or better to the satisfaction of the Architectural Committee as required by Article IV, Section 2C.

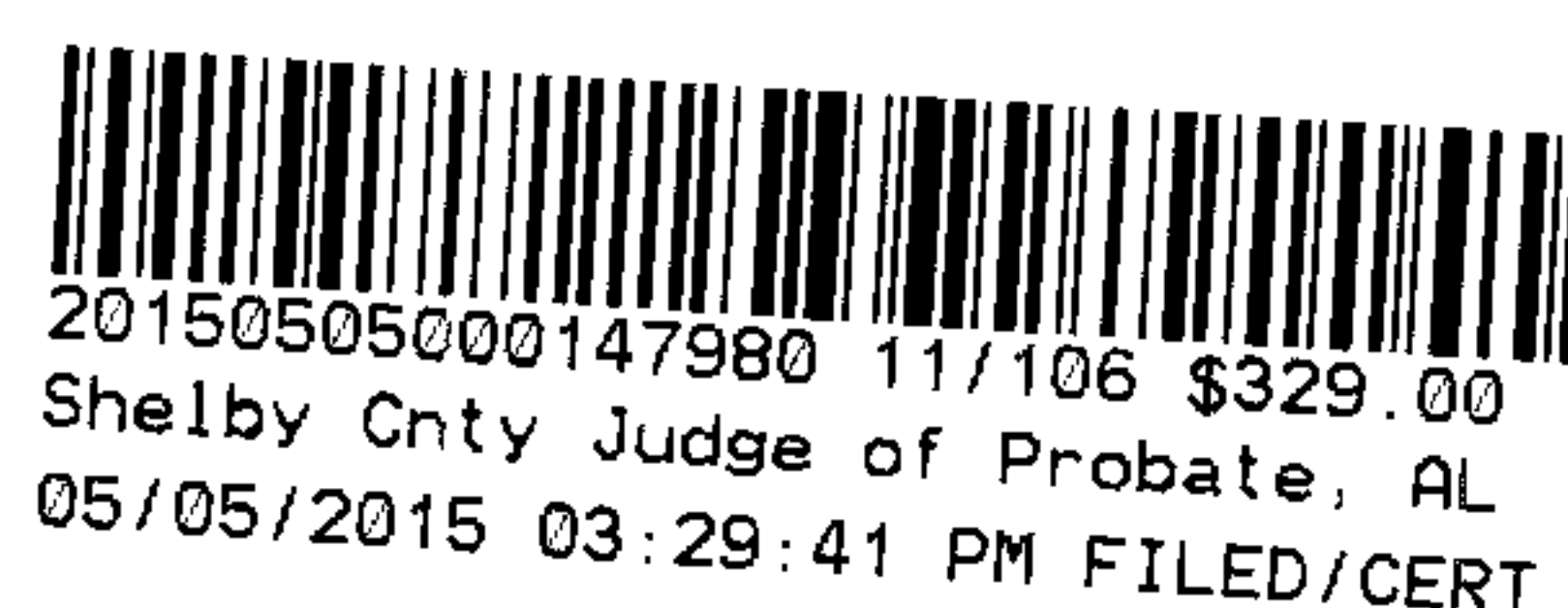
4. No wooden deck, which can be seen during any time of the year from the golf course, road or neighboring home within Shoal Creek shall be erected in connection with any house or other structure on any Lot unless approved by the Architectural Committee.

G. Temporary Occupancy. No trailer or motor home, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structure of any kind shall be used at any time for a residence within the Properties, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any such property shall be removed immediately after the completion of construction.

H. Trailers and Motor Vehicles. No mobile home, bus, motor home, truck larger than one (1) ton, trailer of any kind, truck camper, or permanent tent or similar structure shall be kept, placed (except during the course of making deliveries or for the purposes of loading or unloading), maintained, constructed, reconstructed or repaired, upon any property or street within the Properties in such a manner as will be Visible From Neighboring Property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with, the construction of any Improvement approved by the Architectural Committee. No vehicle of any kind shall be allowed to park overnight on any street within the Properties except when repair prevents entry to the Lot. No motorized vehicle of any kind may be operated in a manner which, in the opinion of the Board is dangerous, noisy, or which creates a nuisance, and no two, three, or four-wheel engine powered recreational all terrain vehicle (ATV) shall be operated at any time upon an unpaved portion of the Properties or upon paved roads except for means of immediate ingress to and egress from the properties. The use of privately-owned golf carts (operated solely by licensed drivers) is allowed on paved roads within Shoal Creek; however no golf cart may be driven on any paved road between sundown and sunrise, without appropriate vehicle lights (head/tail/brake). The Board strongly encourages the use of lights and other safety measures to aid visual recognition, and color schemes consistent with golf carts used by the Club. Private golf cart use on golf course property is solely a matter for the Club to decide.

I. Maintenance of Lawns and Plantings. Each Owner of a Lot within the Properties shall properly maintain his yard and keep his property free of rubbish, debris (including downed trees) and other unsightly material; provided however, that such Owner shall not be responsible for maintenance of any area as to which TRCO, the Shoal Creek Club, or the Association has assumed the responsibility. The initial landscaping of any Lot shall be subject to approval by the Architectural Committee in the manner set forth in Paragraph F above. With respect to any Lot whose back or side boundary abuts any part of the Club Property, the Owner shall not undertake any landscaping program or remove any live trees or shrubs from the portion of his Lot within 50 feet of such boundary, unless approved in writing by the Architectural Committee and the Club Board prior to any such action. No Owner shall remove trees or shrubs from, or otherwise alter, the area within 25 feet of an adjoining residential Lot line without the prior written consent of the Architectural Committee.

J. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Properties and no odors shall be permitted to arise therefrom, so as to render any such property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. As Shoal Creek's natural setting is distinguished by an element of quietude, Owners are encouraged to be respectful of fellow Owners when planning outside social gatherings, so as to conduct such gatherings in a manner so that overall noise levels remains reasonable, given the nature of the event (i.e. music) and that elevated noise levels not extend past 11:00PM and thus not constitute a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any of the Properties. The provisions of this paragraph shall not prohibit use by an Owner of standby power-generation equipment used on a temporary basis. The Architectural Committee, subject to review by the Board, shall have the right to determine the existence of any such nuisance.



K. Repair or Improvements. No building or structure, entrances or driveways within the Properties shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. The Association Board may give written notice to an Owner, whose property has fallen into disrepair, and require that the Owner initiate necessary repairs within ten days of notice. If repairs are not commenced by the Owner within ten days, the Association Board reserves the right to enter upon the Lot and contract to have such repairs made, the costs of which shall be paid by the Owner within 30 days of billing. Should Owner fail to pay for repairs within 30 days, there shall be a charge and lien against the Lot collectible as set forth in Section 8 of Article V.

L. Trash Containers and Collection. No garbage or trash shall be placed or kept within the Properties except in underground or covered containers maintained so as not to be Visible From Neighboring Property, except to make the same available for collection, and such containers shall be placed in an appropriate place for pickup only on scheduled pickup days and shall be removed to a non-visible storage area reasonably soon after such pickup. All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators for burning trash or garbage shall be kept or maintained on any Lot without the approval of the Architectural Committee, nor shall garbage or trash be permitted to be buried on any Lot at any time.

M. Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained within the Properties unless they are: (1) erected, placed and maintained exclusively within a fixed service yard, or otherwise concealed; (2) not Visible From Neighboring Property; and (3) approved by the Architectural Committee.

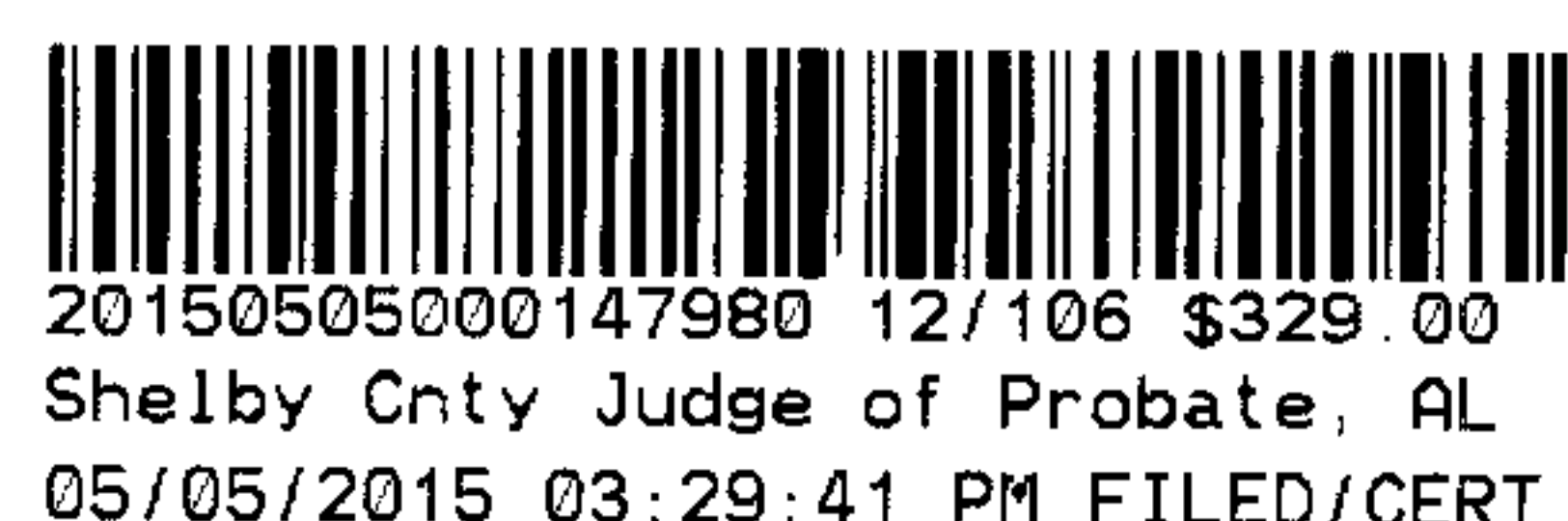
N. Encroachments. No tree, shrub, or planting of any kind on any property devoted to Single Family Residential Use within the Properties shall be allowed to overhang or otherwise to encroach upon any street or passageway from ground level to a height of twelve (12) feet, without the prior written approval of the Architectural Committee.

O. Right of Way. During reasonable hours and in appropriate circumstances, any member of the Architectural Committee or the Board, or any authorized representative of any of them, shall have the right to enter upon and inspect the Properties and the exterior of the improvements thereon, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

P. Mineral Exploration. No property within the Properties shall be used in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

Q. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a residence, appurtenant structures, or other improvements.

R. Diseases and Insects. No Owner shall permit any thing or condition to exist upon the Properties which shall induce, breed or harbor infectious plant diseases or noxious insects.



S. Restriction on Further Subdivision. Except as provided in Section 3 of this Article IV, no Lot within the Properties shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner without the prior written approval of the Board.

T. Signs. No signs, or billboards whatsoever (including, but not limited to, commercial, "for sale," political and similar signs) which are Visible From Neighboring Property shall be erected or maintained on any Lot, except:

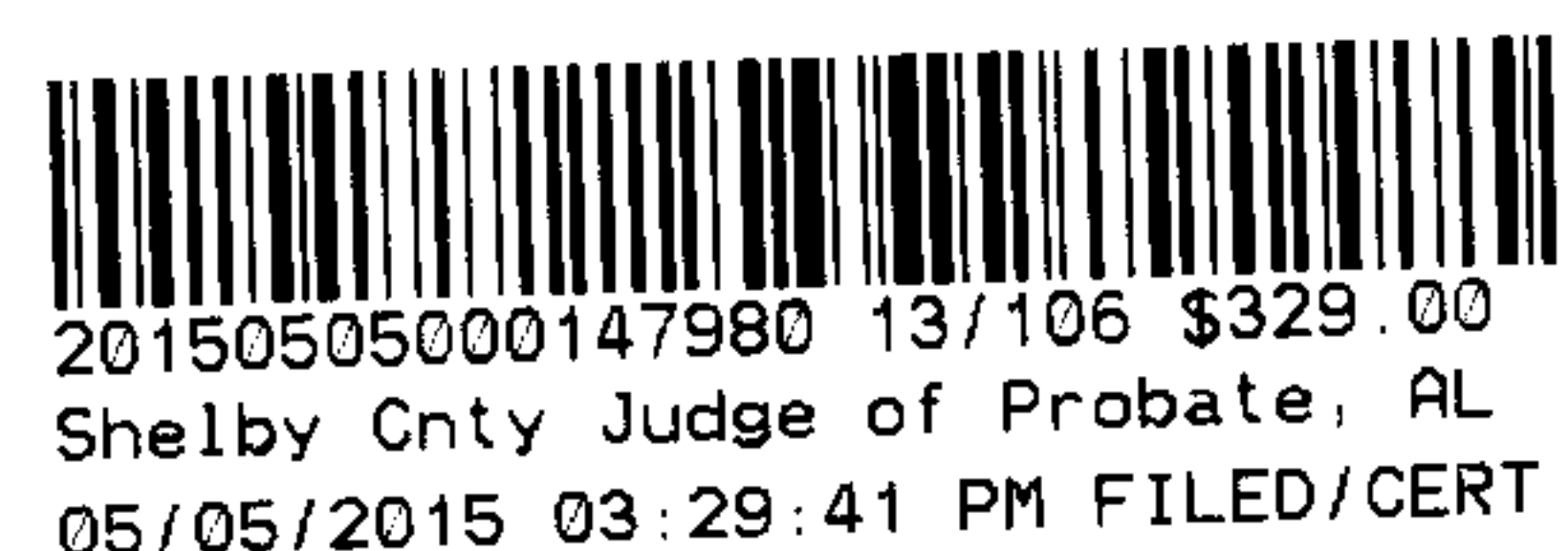
1. Such signs as may be required by legal proceedings;
2. Reasonable residential identification signs;
3. During the time of construction of any building or other improvement, one job-identification sign not larger than eighteen by twenty-four inches in height and width and having a face area not larger than three square feet;
4. Directional or informational signs displayed temporarily during open houses and weddings;
5. Such signs, the nature, number, and location of which have been approved in advance by the Architectural Committee; and
6. Stakes identifying Lot corners and Lot numbers as approved by the Board.

U. Sports-Related Structures/Installations. Nothing herein contained shall prohibit the construction of a swimming pool, tennis court or any other sports-related structure or installation on any Lot, together with such appurtenances as may be reasonably necessary for the use and enjoyment thereof, subject to approval of the Architectural Committee in the manner prescribed for other improvements, except that no swimming pool, tennis court or any other sports-related structure or installation may hereafter be built, constructed, or located on any Lot which is contiguous to any property of the Club which is used for golf course purposes, or that may be seen from any interior road within Shoal Creek. Swimming pools heretofore constructed or now under construction shall not be affected by this amendment. Unless and to the extent otherwise determined by the Architectural Committee, no owner shall leave swimming pool or tennis court or any other sports-related structure or installation lights on after 11:00 o'clock p.m., provided that this provision shall not relate to in-water swimming pool lights or normal exterior home flood lighting.

Section 2. Permitted Uses and Restrictions-Common Area. The permitted uses and restrictions for Common Area shall be as follows:

A. Maintenance by Association. The Association may, at any time, as to any Common Area conveyed, leased, or transferred to it, or otherwise placed under its jurisdiction, in the discretion of the Board:

1. Reconstruct, repair or refinish any improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area), including all fences, walls or other enclosures which are constructed upon and around the perimeter of the Properties;
2. Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, driveway, or parking area;
3. Replace injured and diseased trees or other cover to the extent that the Board deems



necessary for the conservation of water and soil or for aesthetic purposes; and

4. Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof;

5. Do all such other acts which the Board deems necessary to preserve and protect the Properties and the beauty thereof, in accordance with the general purposes specified in the Declaration. The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area.

B. Services. The Board shall have the right to provide services, the cost of which shall be paid out of the charges provided for in Article V, and adopt rules, regulations, procedures and policies with respect to:

1. Garbage and trash collection and removal;
2. Motor vehicle operation for safety and security purposes;
3. Parking of motor vehicles on streets or roads in Common areas;
4. Maintenance and furnishing of guard or security guard services;
5. Fire protection and fire prevention and extinguishment of fires;
6. The maintenance, locking and securing of gates or points of access and the issuance and distribution of keys, decals or other devices to operate locks or gates;
7. The stocking, fertilizing, and use of lakes or waterways in the Common Area (including without limitation the regulation of fishing and of the types and sizes of boats and motors, the allowance or prohibition of boat houses or docks, access to lakes and use of common area surrounding lakes) and no Owner (other than the Club) shall have any interest in the land underlying the water or the surrounding common land with respect to any stream or lake abutting any such Owner's Lot;
8. Such other matters which involve use of Common Areas; and
9. The Board may engage third parties, including TRCO, to provide such services.

C. Damage or Destruction of Common Area by Owners. In the event any Common Area or any of said fences or structures hereinabove mentioned are wrongfully damaged or destroyed by any Owner or any of his guests, tenants, licensees, agents, contractors or members of his family, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The cost of such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments. In all new construction and modifications of existing construction and landscaping, after completion of said construction or landscaping the Owner shall return any disruption of the common areas adjoining any roads, or the roadways themselves, of Shoal Creek to their pre-construction condition or the repairs shall be made by the Association and billed to the Owner. Should new construction or modifications of existing construction or landscaping damage the personal property of another property Owner, the Owner of the new construction or property being modified shall reimburse the damaged homeowner for repairs on his property.

D. Easements to Association. The Association shall have a right and permanent easement to enter upon any and all Lots for the purposes of such maintenance and repair hereinabove mentioned. Additionally, the Association shall have the right to govern the use of all easements and Common Area, as set forth in the Subdivision Map; provided that no such use shall be

adverse to the interests of abutting. The “Original Subdivision Plat” and the “Revised Subdivision Plat” each refer to and establish Greenway Easements over certain Lots for the benefit of the Association. Those Greenway Easements prevent the removal of trees and shrubs within the easement without Board approval and refer to use of the Greenway Easements for ingress and egress. The right of ingress and egress over any Greenway Easement shall not confer any right to users of those easements, or to anyone else, to alter or change the land subject to the easements from their natural state.

Section 3 (a). Cottage Lots, Cottages and Common Wall Homes. TRCO has previously subdivided or may, in its discretion - assuming ownership - hereafter subdivide or authorize subdivision of Lots 1, 2, 3, 4A, 5A, 6A, 7, 8, 9, 13A1, 14A1, 16, 27, 28, 32, 40 (western portion only), 157, 158, 159, 160, 174B, 175B, and the tract identified in Article III, Section 2(b) - and construct, or permit to be constructed, on such subdivided Lot (herein called Cottage Lots) free-standing, single-family residences designed architecturally as a cluster; provided that no such Lot shall be subdivided into more than four Cottage Lots; provided further, that no such Lot which is less than two acres in size shall be subdivided into more than three Cottage Lots unless the Lot and an adjoining Lot are being subdivided at the same time and each of the new Cottage Lots shall be one-half acre in area. Except for Lots 157 and 158, these Lots will be developed with the same restrictions as other Cottage Lots. In addition to development of Lots 157 and 158 as Cottage Lots, TRCO may in its discretion build on each of Lots 157 and 158 no more than 4 Common Wall residential properties. TRCO may also - with the approval of the Architectural Committee - build no more than 4 Common Wall properties on each of the other Lots designated in this Section 3 (a). Notwithstanding the aforementioned, no more than thirty-two (32) total Common Wall Homes shall be built within Shoal Creek. The plans and specifications for any such improvements shall be first approved in all respects by the Architectural Committee. No such plans and specifications shall be approved unless the proposed project will be consistent with high quality neighborhood standards and will not detract in any way from the quality of the neighborhood in the Properties. The provisions of this Declaration shall apply to all Cottage Lots to the same extent and with the same effect as to all Lots.

Section 3 (b). Notwithstanding the requirements of Section 3 (a), free standing Single Family residences designed architecturally as a cluster and Single Family Common Wall residences on Cottage Lots may each be developed with common area for the exclusive use in common by the residents of those cluster or common wall homes, subject to the approval of the Architectural Committee.

Section 4. Club Property. The Club Property shall be used exclusively as a country club, with such facilities as may be desirable in connection therewith, including a clubhouse, pro shop, cottages and town hall, golf course, tennis courts, swimming pools, lakes, golf and tennis shops, grill and dining facilities, and related and similar facilities, and shall not be used by the Club for different purposes which may adversely affect any other part of the Properties. The Club may lease to any third party any portion of the Club Property for purposes hereinabove stated. Use of Club Property shall be determined by the Club. Ownership of a Lot or membership in the Association does not authorize use of Club Property.

Section 5. Lots 166 through 168. Lots 166 through 168 may be used by TRCO for equestrian facilities, trails, pasture, or related purposes. Should Lots 166 through 168 cease to be used as equestrian facilities, each of such Lots may be utilized as Cottage Lots as permitted for the Lots designated in Section 3 of this Article, or for single family residential use as permitted under Section 1 A of this Article.

Section 6. Equestrian Facilities. The Inanda Stables – a subsidiary of TRCO – has operated as a commercial equestrian facility in the southwestern quadrant of Shoal Creek since its inception. Also, there is a residence on Lot 171, contiguous to the Inanda Stables, that has for many years, operated a private horse barn, and a resident as well on Lot 176B with a more recently constructed horse barn. Lots 166, 167 and 168 are used for pasture or other equestrian purposes. In anticipation of any additional future equestrian interest (private or commercial) within Shoal Creek, it is understood that such interest will be oriented generally toward this southwestern quadrant of Shoal Creek. Actual Lots chosen for equestrian use – and structures built – will be subject to the approval of the Architectural Committee. If equestrian activities cease, this property may be developed for residential purposes (to include potential cottages, and common wall homes).

Section 7. Contiguous Lots. In the event that an Owner acquires contiguous Lots and wishes to treat such contiguous Lots as a single Lot for purposes of use and improvement, then such Owner shall be permitted to make improvements to such contiguous Lots as though such Lots constituted a single Lot and, after the consummation of such improvements as approved in advance by the Architectural Committee, such Lots shall be deemed to be a single Lot for all purposes of the Declaration (other than for purposes of Article V hereof regarding payment of annual and special charges, but the Owner shall retain the voting rights originally held), including without limitation the prohibition against subdivision of a Lot and improvement restriction.

Section 8. Variances and Amendments of Declaration. The restrictive covenants set forth herein may be waived by the Board of the Association with respect to any given Lot for the benefit of such Lot, provided that no restrictive covenant shall be waived unless the Board of the Association shall set forth in writing its unanimous determination that such waiver is consistent with the objectives of this Declaration and is not detrimental to any Lot or to any property owned by the Club or the Association. Notwithstanding the above provisions, Article V of this Declaration may only be amended in accordance with the provisions of Section 3 of Article VII hereof.

**ARTICLE V
COVENANTS FOR MAINTENANCE
CHARGES**

Section 1. Creation of the Lien and Personal Obligation of Charges.

TRCO, the Club, and each Owner, for each Lot owned by each entity hereby covenant and agree to pay to the Association (1) monthly charges, and (2) special charges as set by the Association. The delinquent monthly and special charges, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such charge is made. Each such charge is a personal obligation of the person who was the Owner of such property at the time when the charge became due. The personal obligation for delinquent charges shall not pass to his successors in title unless expressly assumed by them, but the lien on the land will continue until satisfied.

Section 2. Purpose of Charges. The charges levied by the Association shall be used exclusively for the improvement and maintenance of the Common Area and for the provision of certain services or the procuring of certain services to the Club and Owners, including but not limited to

security, garbage collection, and similar services which may be approved by Members of the Board representing two-thirds (2/3) of the votes or otherwise provided for under this Declaration or any amendment thereto. Excess funds may be accumulated and used for capital expenditures to benefit the Common Area or otherwise fulfill the purposes of the Association.

Section 3. Special Charges for Capital Improvements. In addition to the annual charges, the Association may levy, in any given year, a special charge on each Lot applicable to that year only for 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, including fixtures and personal property related thereto, provided that any such charge shall have the assent of two-thirds (2/3) of the votes entitled to be cast by Owners and the Club (voting in person or by proxy) at a meeting duly called for this purpose; provided, further, that no such special charge shall during any year exceed an amount equal to five (5) times the prevailing annual Lot charge for each of the several Owner classifications unless such limitation be overridden by vote of 90% of the votes entitled to be cast by Owners and the Club in person or by proxy at an annual or special meeting, a quorum being present.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all Owners not less than 30 days nor more than 60 days in advance of the meeting. The letter of notification shall also state the purpose for which the meeting is called. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all the votes entitled to be cast by Owners and the Club (at 150 votes for this purpose), shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be eighty percent (80%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Rate of charges. Both annual and special charges must be fixed at rates to apply separately to each of five (5) Owner classifications and may be collected on a monthly, quarterly, or annual basis, provided that, for purposes of this Section 5, the Club property shall be considered to be the equivalent of 150 Lots. The five (5) Owner classifications shall be: (1) TRCO Lots; (2) Club; (3) Undeveloped Lot Owner, (4) Improved Lot Owner and (5) Home Under Construction. No Owner of a Lot whether improved or unimproved, shall be entitled to a reduction because all or some of the services for which the assessment are made are not being utilized by the Owner of such Lot.

Section 6. Date of Commencement of Monthly Charges: Due Dates. The monthly maintenance charges provided for herein shall commence as to all Lots on the first day of the month following the purchase of the Lot. Changes of the charge against each Lot shall be approved by a two-thirds (2/3) affirmative vote of the Association present in person or by proxy at the annual or special meeting of the Association. Each Lot Owner will be notified of any changes of the monthly charges at least 30 days in advance of these changes. Payments are due by the end of the month but may be paid in advance. The Board may at its discretion allow dues to be paid quarterly, rather than monthly. The Association shall, upon demand, furnish a letter signed by an officer of the Association setting forth whether the charges on a specified Lot have been paid.

Section 7. Charges. Charges for the various Lot designations are as follows as of the writing of these amendments: (1) for the undeveloped Lot Owner classification, the monthly charge is \$55 for each undeveloped Lot; (2) for the improved Lot owner classification the monthly charge is

\$330 for each improved Lot; (3) for the Club classification the monthly charge is \$66 for each of the 150 “equivalent” Lots assigned to the Club property and \$55 for each undeveloped Lot owned by the Club; (4) for the unimproved TRCO Lots the monthly charge is \$44 for each Lot, except for Lots held off the market or not for sale because of special use, (5) for the TRCO office Lot 161, the monthly charge is \$165, and for the Inanda Stables properties, including Lots 167, 168 and 169; the monthly charge is \$330. (TRCO shall make no additional payment for its other properties owned at Shoal Creek, such as those that are not-platted as residential Lots, or are being held off the market for reasons of special use. (6) for the Home-Under-Construction classification the monthly fee is \$275 until the home is completed at which time it becomes an improved Lot and is billed accordingly.

Section 8. Effect of Nonpayment of Charges: Remedies of the Association. Each Owner is and shall be deemed to covenant and agree to pay the Association the charges provided for herein, and agrees to the enforcement of the charges in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any charge, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, the Owner agrees to pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default in payment of any such charge when due, in which case the charge shall be deemed delinquent, and in addition to any other remedies herein provided by law or by equity, or without any limitation of the foregoing, by either or both of the following procedures:

A. Payment Default Procedure. Any Shoal Creek Association Owner, whose account that is 90 days past due shall be sent a “demand” letter with a 30-day “cure” provision, that may be satisfied by either: (1) full payment within 30 days, or (2) submission of a payment plan (for approval) that offers a method by which payments begin within the 30-day period, and continue in some fashion, so as to bring the account current within one year. Failure to pay in full, failure to have a payment plan approved, or failure to abide by the terms of an approved payment plan, will result in the immediate filing of a lien upon the account’s subject property. The Board reserves the right to employ collection measures when deemed appropriate.

B. Enforcement by Suit. Notwithstanding the preceding Paragraph A, above, the Board may cause a suit at law to be commenced and maintained in the name of the Association against an Owner to enforce each such charge obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at a rate of monthly LIBOR plus 3% per annum from the date of delinquency, court costs, and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner.

C. Enforcement by Lien. There is hereby created a claim of lien, with power of sale on every Lot and the Club Property to secure payment to the Association of any and all charges levied against any and all delinquent Owners, together with interest thereon at a rate of monthly LIBOR plus 3% collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time within ninety days after the occurrence of any default in the payment of any such charge, the Association, or any authorized representative may, but shall not be required to, make the written demand described in A, above, for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten days after delivery of such demand, the Association

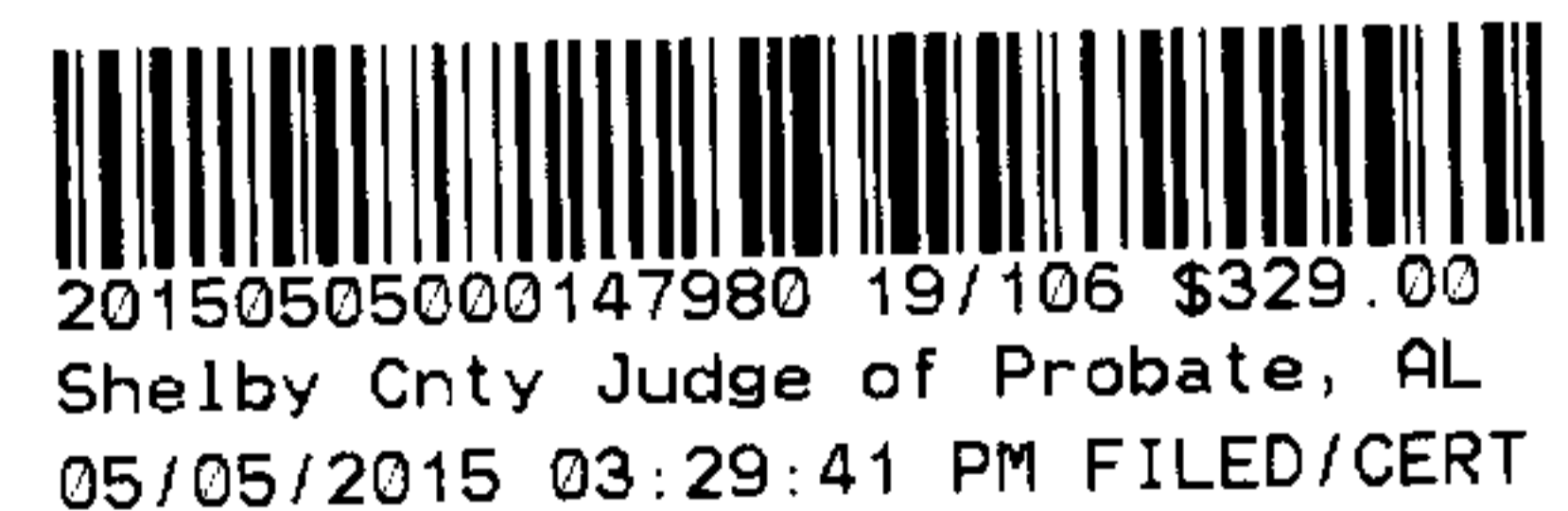
may elect to file such a claim of lien on behalf of the Association against the property of the defaulting Owner: Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

1. The name of the delinquent Owner;
2. The legal description and street address of property against which claim of lien is made;
3. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney's fees (with any proper offset allowed);
4. That the claim of lien is made by the Association pursuant to this Declaration; and
5. That a lien is claimed against said property in an amount equal to the amount stated.

Upon recordation of a duly executed original or copy of such a claim of lien, and mailing a copy thereof to said Owner, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the property against which such was levied. Such a lien shall have priority over all liens or claims created subsequent on any property, charges on any property in favor of any municipal or other governmental assessing unit, and the liens, which are specifically described in Section 8 hereinafter. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the State of Alabama, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Owners. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, mortgage and convey any property. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner and also hereby expressly waives the defense of the Statute of Limitations applicable to the bringing of any suit or action thereon.

Section 9. Subordination of the Lien to Mortgages. The lien of the charges provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any property shall not affect the charge lien. However, the sale or transfer of any property pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such charge as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such property from liability for any charges thereafter becoming due or from the lien thereof.

ARTICLE VI ARCHITECTURAL COMMITTEE



Section 1. Organization. Power of Appointment and Removal.

There shall be an Architectural Committee organized as follows:

A. Committee Composition: The Architectural Committee shall consist of five regular members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership. A member need not be a member of the Board or an officer of the Association.

B. Term of Office. The term of each Architectural Committee member appointed shall be for a period of three years and until the appointment of a successor. Any new member appointed to replace a member who has resigned or has been removed shall serve such member's unexpired term. Members who have resigned or whose terms have expired may be reappointed. Members are to serve staggered terms: In each of years one and two of a term cycle, two members shall be replaced (or reappointed). In year three of the term cycle, the final fifth member shall be replaced (or reappointed). Members may be reappointed to consecutive terms.

C. Appointment and Removal. The right to appoint and remove all members of the Architectural Committee at any time, shall be and is hereby vested solely in the Board, provided, however, that no member may be removed from the Architectural Committee by the Board except by the vote or written consent of three-fifths (3/5) of all the members of the Board. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the minutes of a meeting of the Board or, by a writing signed by the requisite number of Members, identifying each new member appointed to the Committee and each member replaced or removed therefrom.

D. Resignations. Any member of the Architectural Committee may at any time resign from the Committee by giving written notice thereof to any member of the Board of the Association.

E. Vacancies. Vacancies on the Architectural Committee, however caused, shall be filled by the Board of the Association. A vacancy on the Architectural Committee shall be deemed to exist in case of death, resignation or removal of any member.

Section 2. Duties. It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Committee Rules, to perform other duties delegated to it by the Board, and to carry out all other duties imposed upon it by this Declaration.

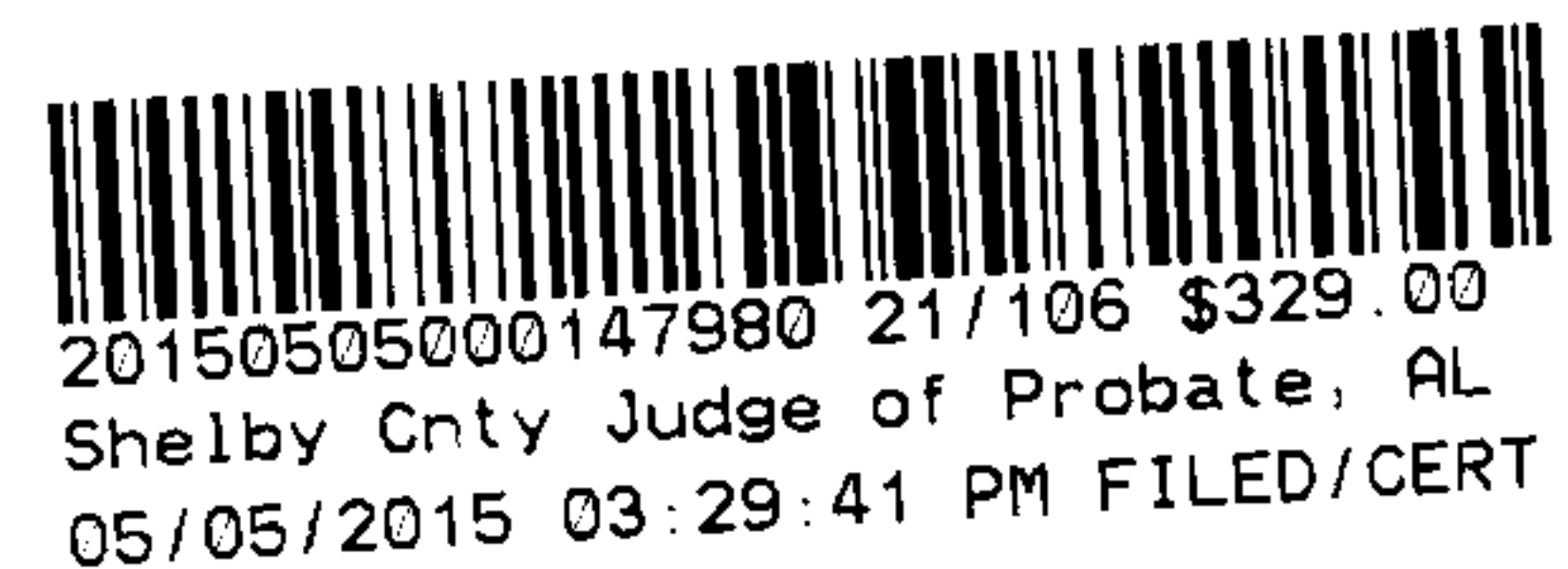
Section 3. Meetings and Compensation. The Architectural Committee shall meet from time to time (not more often than once each month except in extraordinary circumstances) as necessary to perform its duties hereunder. The vote or written consent of any three members, at a meeting or otherwise, shall constitute the act of the committee unless the unanimous decision of the Committee is required by any other provision of this Declaration. The Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise. No member of the Architectural Committee who is a member of the Association shall receive from the Association any compensation for services, provided that the Board may pay reasonable compensation to any member of the Architectural Committee who is not a member of the Association. All Architectural Committee members shall be entitled to reimbursement from the Association for all reasonable expenses incurred by them in the performance of any Architectural Committee functions.

Section 4. Architectural Committee Guidelines. The Architectural Committee may, from time to time and in its sole and absolute discretion but shall not be required to, adopt, amend and repeal, by unanimous vote or written consent, guidelines and regulations consistent with these Declarations, to be known as "Architectural Committee Guidelines." The Architectural Committee shall be charged with the responsibility of ensuring that no improvement, whether in the nature of building or landscaping, shall be initiated unless the quality of such improvement is compatible with the neighborhood standards within the Properties.

Section 5. Waiver. The approval by the Architectural Committee of any plans, drawing or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specifications or matter subsequently submitted for approval.

Section 6. Liability. Neither the Architectural Committee, nor any member thereof, shall be liable to the Association, the Club, any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any property, (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct, or (e) any other act, matter or thing in connection with the performance of the member's duties. Without in any way limiting the generality of any of the foregoing provisions of this Section, the Architectural Committee, or any member thereof, may, but is not required to, consult with or hear the views of the Association, the Club or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Architectural Committee.

ARTICLE VII GENERAL PROVISIONS



Section 1. Enforcement. The Association, the Club, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the land and shall inure to the benefit of and be enforced by the Association, the Club, or the Owner of any Lot subject to this Declaration, their respective legal representative, heirs, successors and assigns, for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time they should be automatically extended for successive periods of ten (10) years. In addition to the provisions for amendment set forth in Section 8 of ARTICLE IV and Section 6 of ARTICLE V hereof, this Declaration may be amended during the first twenty (20) years by an instrument signed by the Club and not less than ninety percent (90%) of the Owners, and thereafter these Protective Covenants may be amended in either of two ways:

First, they may be amended at an annual or a special meeting of the Association, if the following requirements are met:

1. There shall be, upon 30-day notice and making available proposed amendments to the Covenants, a preliminary meeting of the Association for discussion of the proposed amendments and any changes needed.
2. There is a second special meeting of the Association stating that the purpose of the

meeting is to amend the Protective Covenants of Shoal Creek, which notice shall be sent at least thirty (30) days prior to the meeting date.

3. There shall be a quorum at the meeting consisting of a representative of the Club and Owners other than the Club, present in person or by proxy representing 75% of the votes entitled to be cast by such Owners.
4. The proposed amendment receives the affirmative vote of the Club, the affirmative vote of the Association Board, and the affirmative vote of no less than 75% of the Owners other than the Club present at the meeting in person or by proxy (one vote per Improved Lot, and one vote per Unimproved Lot.)

In the event of amendment by this process, an instrument signed by the Club and by the President of the Association certifying that no less than 75% of the Owners (other than the Club) present in person or by proxy have affirmatively voted in favor of the Amendment, attested by the Secretary and notarized, shall be recorded in the Probate Office of Shelby County.

Second, the Declaration of these Protective Covenants may be amended by an instrument signed in writing by the Club, the Association and Owners entitled to cast no less than 75% of the votes, which all Lot Owners other than the Club are entitled to cast. The Amendment may be executed in one or more counterparts and the requisite signatures may appear on the instrument and all counterparts together. All signatures must be made on the instrument and all counterparts within 9 months of the first signature. The instrument shall be recorded in the Probate Office of Shelby County.

Section 4. Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or positive action, by TRCO, the Association, the Club, or any Owner or Owners of Lots. However, any other provision to the contrary notwithstanding, only TRCO, the Association, the Board, or the duly authorized agents of any of them may enforce by self-help any of the provisions of this Declaration. A violation of these restrictions and covenants, or any one of them, shall not affect the lien of any mortgage now of record, of which hereafter may be placed on record upon said Lots or any part thereof.

Section 5. Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of the Properties is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.

Section 6. Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

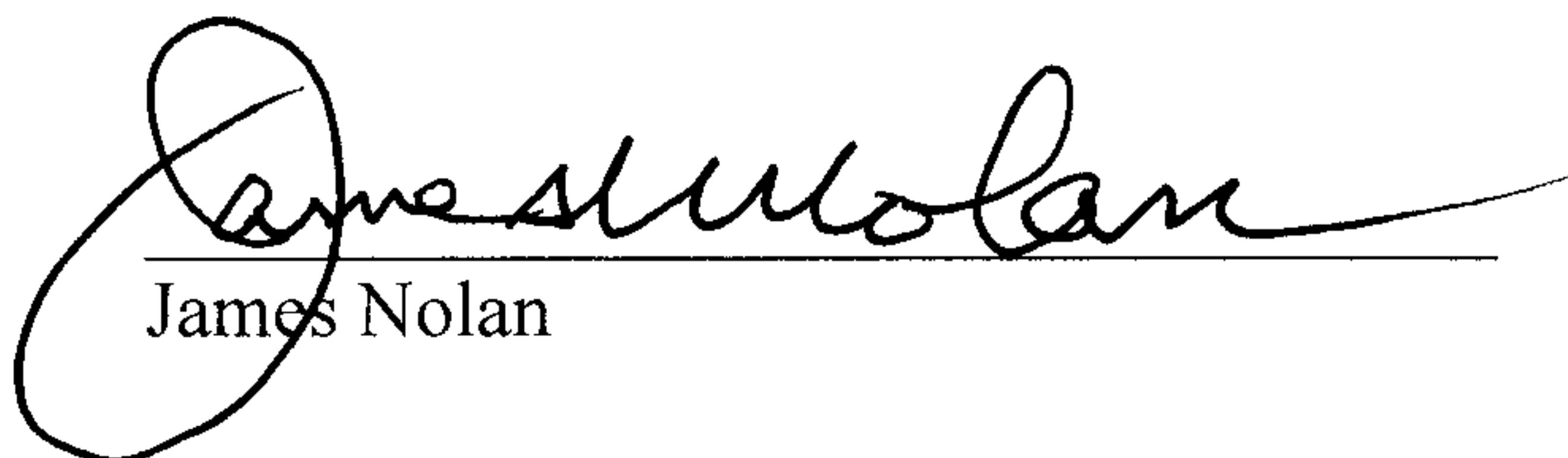
Section 7. Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally, by mail, or by deposit in the post office box of the party notified at Shoal Creek. If by mail or by deposit, it shall be deemed to have been delivered twenty-four hours after a copy of same has been Deposited in the Shoal Creek post office box, or deposited in the United States mail, postage prepaid, addressed as follows: If to the Association, the Architectural Committee, or the Club, at 103 Carnoustie, Shoal Creek, AL 35242; if to an Owner, to the address of any Lot owned in whole or in part, by him or to any other address last furnished by an Owner to the Association; and if to TRCO, at 103 Carnoustie, Shoal Creek, AL 35242; provided, however, that any such address may be changed at any time by the party concerned by recording a written notice of change of address and delivering

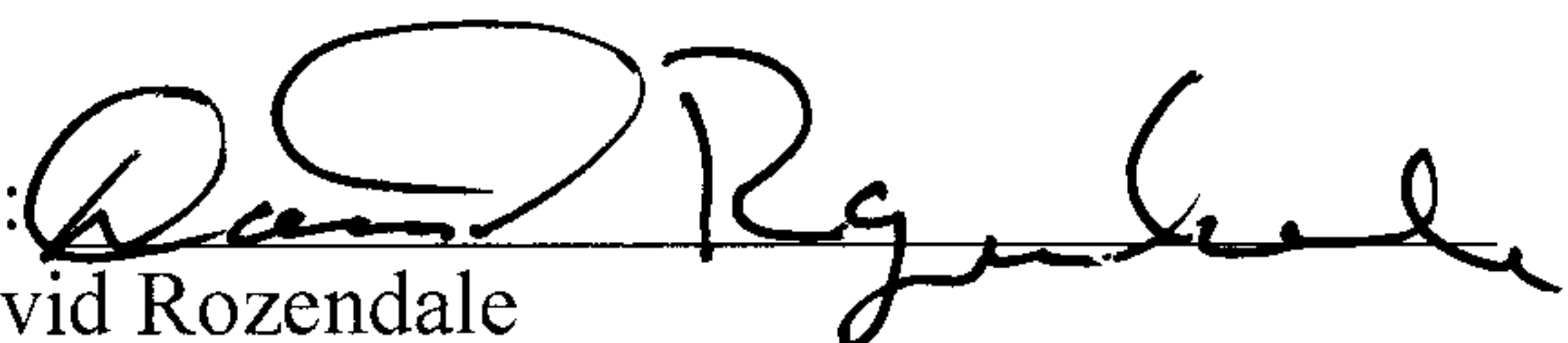
a copy thereof to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

Section 8. The Declaration. Deeds of conveyance of said property, or any part thereof, may contain the restrictions and covenants contained herein by reference to this document, but whether or not such reference is made in any or all of said deeds, by acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, agrees to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

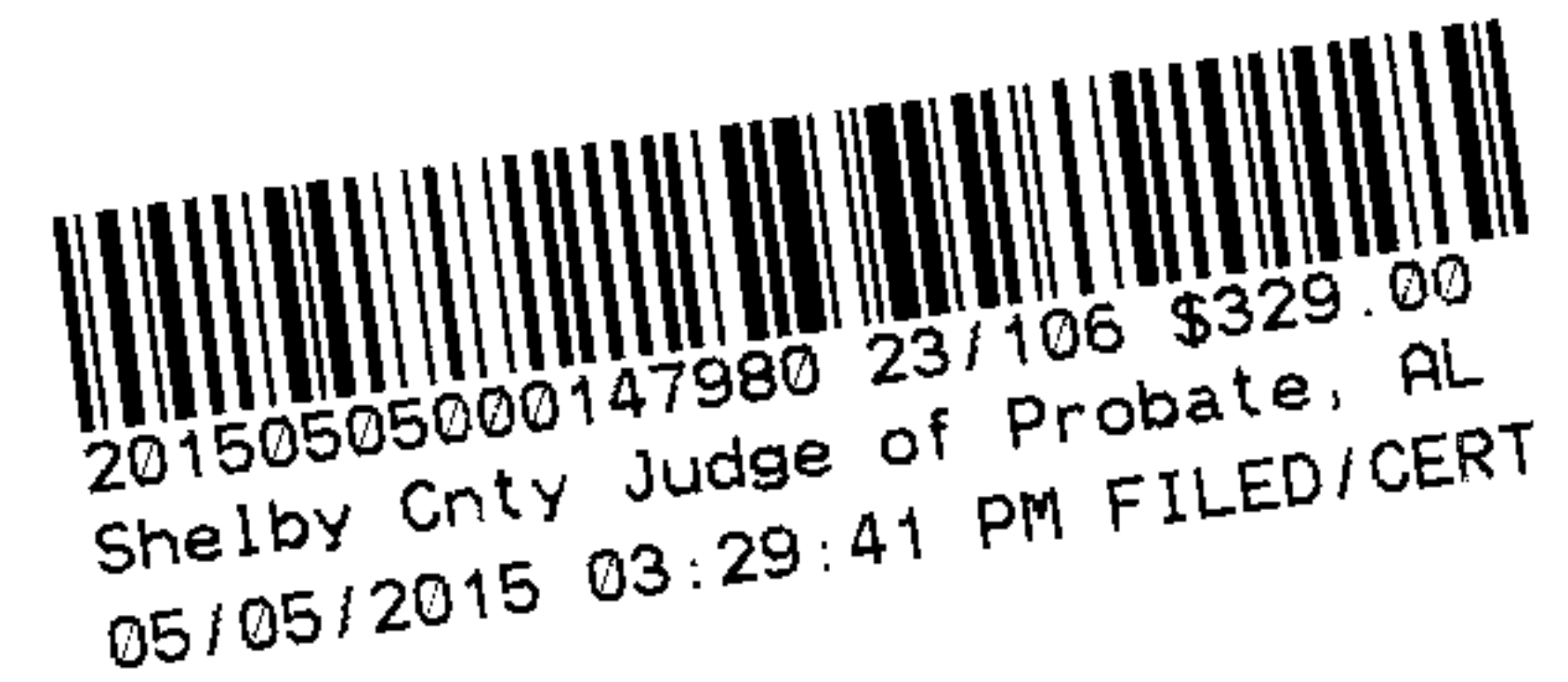
ATTEST:

SHOAL CREEK ASSOCIATION, INC.

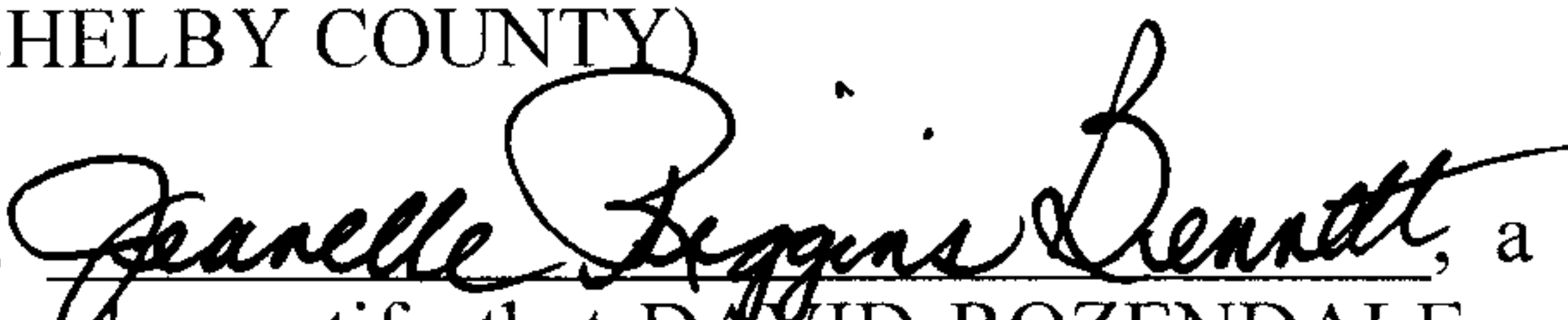

James Nolan

By: 
David Rozendale
Its: President

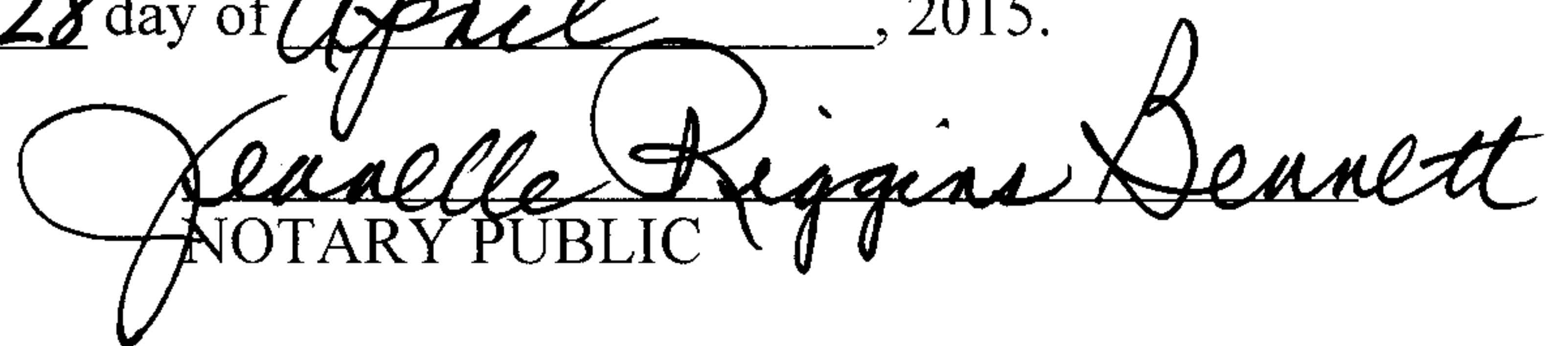
Secretary, Shoal Creek Association, Inc.
This 28 day of APRIL, 2015



STATE OF ALABAMA)
SHELBY COUNTY)

I, , a Notary Public in and for said State and County, hereby certify that DAVID ROZENDALE and JAMES NOLAN, whose names are signed here, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office, this 28 day of April, 2015.


NOTARY PUBLIC

IN WITNESS WHEREOF THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE EXECUTED OR AFFIXED THEIR SIGNATURE ON THE DATES.

See separate file for sign-off form.



20150505000147980 24/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

PROPERTY OWNER

SIGNATURE(S)

DATE:

TOTAL UNITS

Shoal Creek (the Club)

Richard Thompson

3/17/15

1

Thompson Realty Co., Inc. (70 Lots)

2A, 2B, 3A, 3B, 4A, 27
5A, 6A, 7, 8, 9, 13A-1, 14A-1, 15A-1, 26, 27, 28, 29A,
30A, 31A, 32A-1, 32C, 33A, 34, 36A, 38, 39, 40, 41, 43,
44, 47, 48, 53, 54, 60, 62, 63, 67, 68, 80, 81, 84, 86, 90,
108, 110, 122, 125, 126, 128, 130A, 135, 139, 147,
148, 150, 155, 156, 157, 158, 164A, 164B, 195B,
195C, 218, 219A, 221B, 222A, 223

Matthew J. Miller

3/17/15

70

Thompson Realty Office (Lot 161)

George Thompson

4/28/2015

1/2

WANDA STARRS (TRCO)

George Thompson

4/28/2015

1

20150505000147980 25/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

PROPERTY OWNER

SIGNATURE(S)

DATE:

TOTAL UNITS

Anderson, William/Tina - Lot 66

Pam Ausley

4/3/15

1

Ausley, Pam/Jim - Lot 94A

1

Averett, Randy/Milla - Lot 192A

1

Bailey, Martin/Peggy - Lots 16C1, 198

2

Barrow, Denney/Pam - Lots 178B1, 179B1

D. Denney

3/27/14

2

Bell, John/Suzie - Lot 10

1

Booker, Mike/Renee - Lot 12

1

Brown, Scott/Kelli - Lot 114A

SIGNATURE SHEET ATTACHED

4.14.2015

1

/ Burnett, Gerald/Dianne - Lot 220C

SIGNATURE SHEET ATTACHED

1

Burton, Newton/Shanna - Lot 199

Newton Burton

1

Campbell, Randy/Nancy - Lot 106

1

CAMPBELL, ROY/ROTH - LOT 23

1 2

PROPERTY OWNER

SIGNATURE(S)

DATE: _____

TOTAL UNITS

✓ Cather, Patrick – Lot 37A

SIGNATURE SHEET ATTACHED

_____ 1 _____

✓ Chew, Byron/Stanlee – Lot 159B

SIGNATURE SHEETS ATTACHED

_____ 1 _____

Clark, James/Dorothy – Lot 187A

Signature Sheet Att.

_____ 1 _____

Clark, Walter/Joy – Lot 187B

Signature Sheet Att.

_____ 1 _____

Clements, John/Janis – Lot 191A

_____ 1 _____

✓ Cole, Phillip – Lots 102A, 103, 104, 105A2

SIGNATURE SHEET ATTACHED

_____ 4 _____

Connor, Bobby/Jan – Lots 16D1, 186A

_____ 2 _____

Daugherty, Edward/Nell - Lot 173B

_____ 1 _____

Daughtry, Charles/Glenda - Lot 207B & ½ Lot 208

SIGNATURE SHEET ATTACHED

_____ 1 ½ _____

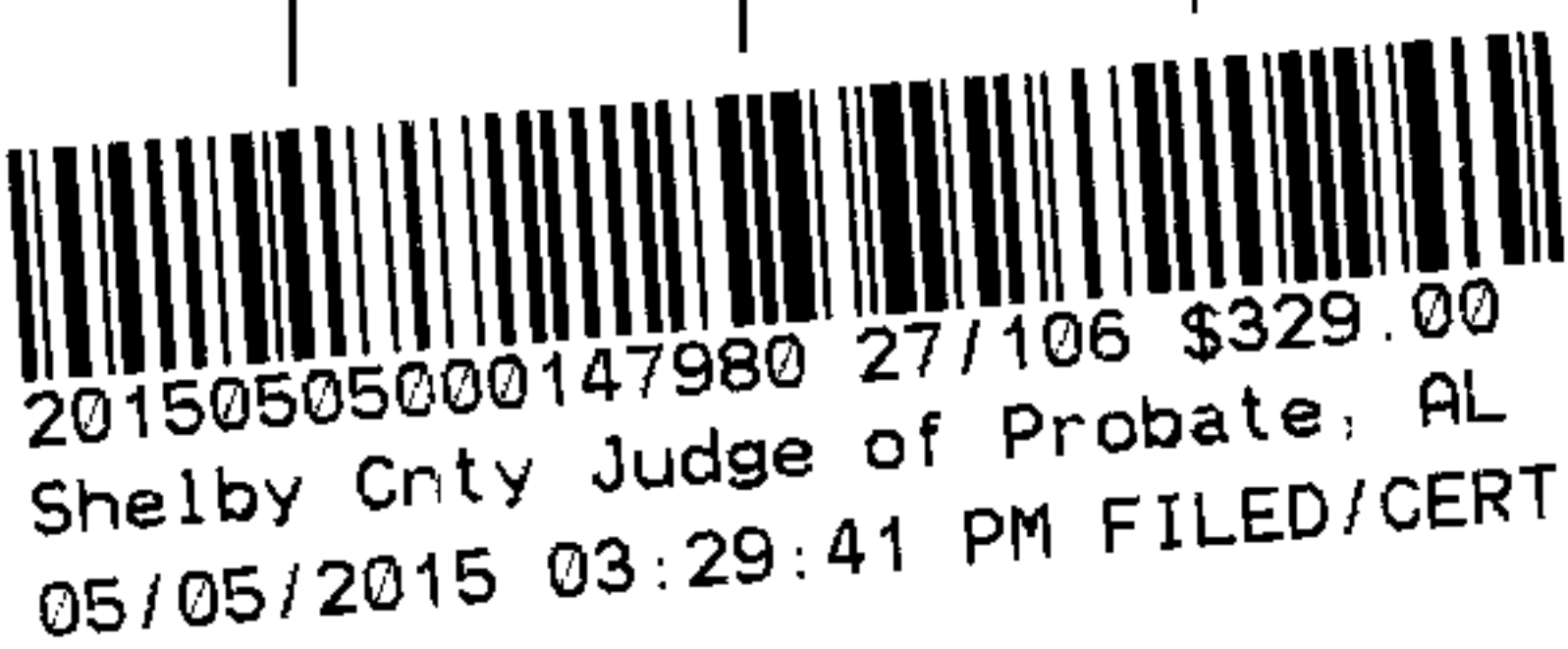
✓ Davidson, J. W. – Lot 211

SIGNATURE SHEET ATTACHED

_____ 1 _____

Davis, Richard/Robin – Lot 204

_____ 1 _____



PROPERTY OWNER

SIGNATURE(S)

DATE: _____

TOTAL UNITS

Dore, William – Lots 152, 153

Signature sheet att.

2

Dudley, John/Jackie – Lots 200, 215A

John S. Dudley

4-22-15

2

Ebbert, John/Mavis – Lot 133

Signature sheet att.

1

Gibbons, Ray/Liz – Lot 216A

1

Goldberg, Dan/Jennifer Price –
Lots 169, 170A, 171, 172A

4

Goodwyn, Ulysses – Lot 203

Signature Sheet Att.

1

Gordon, Debby - Lot 32B1

1

Graves, Stanley/Patsy - Lot 97

1

Gray, D. Scott/Jackie – Lot 17A1

1

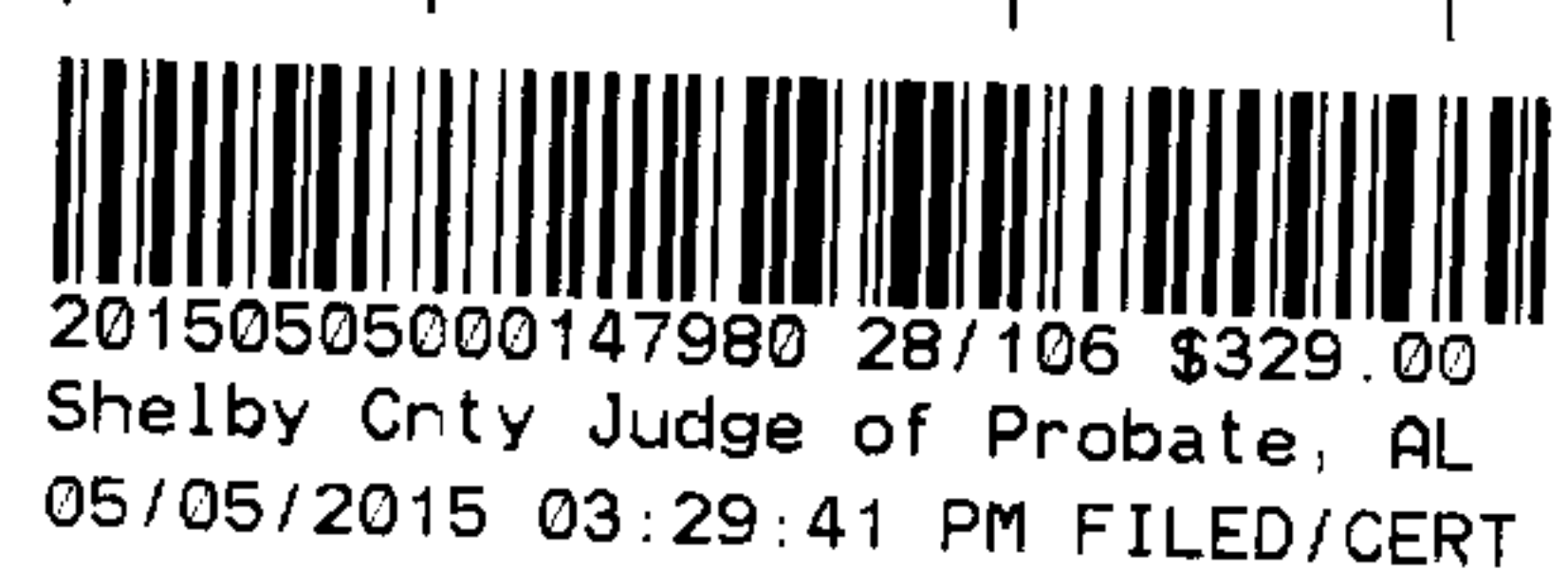
Gray, Mark/Dana – Lot 160B

1

Gray, Ronald/Doris – Lot 18

1

1000



PROPERTY OWNER

SIGNATURE(S)

DATE:

TOTAL UNITS

/ Grenier, Beau/Joy – Lots 58, 59

SIGNATURE SHEET ATTACHED

2 _____

Harrell, Thomas/Emily – Lot 121

SIGNATURE SHEET ATTACHED

1 _____

Hausman, Nancy/Mike Cherry – Lot 149

Signature Sheet Att.

1 _____

Hill, Ralph/Janice – Lot 140

Signature Sheet Att.

1 _____

Hillman, Chris/Leigh Ann – Lot 83

Signature Sheet Att.

1 _____

Holland, Sanford/Mary Ann – Lot 160A

SIGNATURE SHEET ATTACHED

1 _____

Holmes, Jeff/Mona – Lot 57

SIGNATURE SHEET ATTACHED

1 _____

House, Larry/Cindy – Lot 176B

Signature Sheet Att.

1 _____

House, Steve/Helen – Lot 61

Signature Sheet Att.

1 _____

~~Hudson, Peggy~~ **JENSEN NANCY** – Lot 117

1 _____

Hwang, Edward/Hope – Lot 221C

Signature Sheet Att.

1 _____

20150505000147980 29/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

PROPERTY OWNER

SIGNATURE(S)

DATE:

TOTAL UNITS

Ireland, Fay - Lots 91, 92, 93

Signature Sheet Att.

3

Jacks, Hugh/Jan - Lots 201, 202

Signature Sheet Attached

2

Jernigan, Carl/Nancy - Los 25, 42

Signature Sheet Att.

2

Joiner, Wade/Carla - Lot 11

1

Jones, Bill/Mary Ann - Lot 193A

1

Keith, Richard/Kay - Lot 65

SIGNATURE SHEET ATTACHED

1

Ketcham, Geoff/Jane - Lots 141, 142

Jane Ketcham

4/14/15

2

Kidd, Jack - Lot 111

Jack W Kidd

4/6/2015

1

Killion, Christine - Lot 120A

SIGNATURE SHEET ATTACHED

1

Kimbrough, Jerry/Pam - Lot 154

1

Kirkland, Kerry/Cathey - Lot 164F1

Signature Sheet att.

1

*✓ Kelley, Greg/Renee
Lot 209A + 1/2 Lot 208*

Signature Sheet att.

1 1/2

PROPERTY OWNER

SIGNATURE(S)

DATE:

TOTAL UNITS

Klingenbeck, Robert/Jennie -Lot 151

SIGNATURE SHEET ATTACHED

1

Lang, Kenneth/Martha – Lot 159A

Kenneth Lang Martha Lang

3-17-15

1

Larkin, Floyd/Claire Williams – Lot 118A

Floyd Williams

3-19-15

1

Lasker, Jim/Katie –Lot 16B1

1

Leeth, Alan/Tamsin – Lot 22A

SIGNATURE SHEET ATTACHED

1

Lewis, William/Lorraine – Lots 144, 212, 213

SIGNATURE SHEET ATTACHED

3

Lindsay, Jim/Nancy – Lots 138A, 145A

2

Long, David/Carla – Lot 51

SIGNATURE SHEET ATTACHED

1

Marino, Anthony/Teresa –Lot 134

SIGNATURE SHEET ATTACHED

1

McCormick, Greg/Linda –Lot 164H

1

McGarr, Sam/Linda – Lot 72

SIGNATURE SHEET ATTACHED

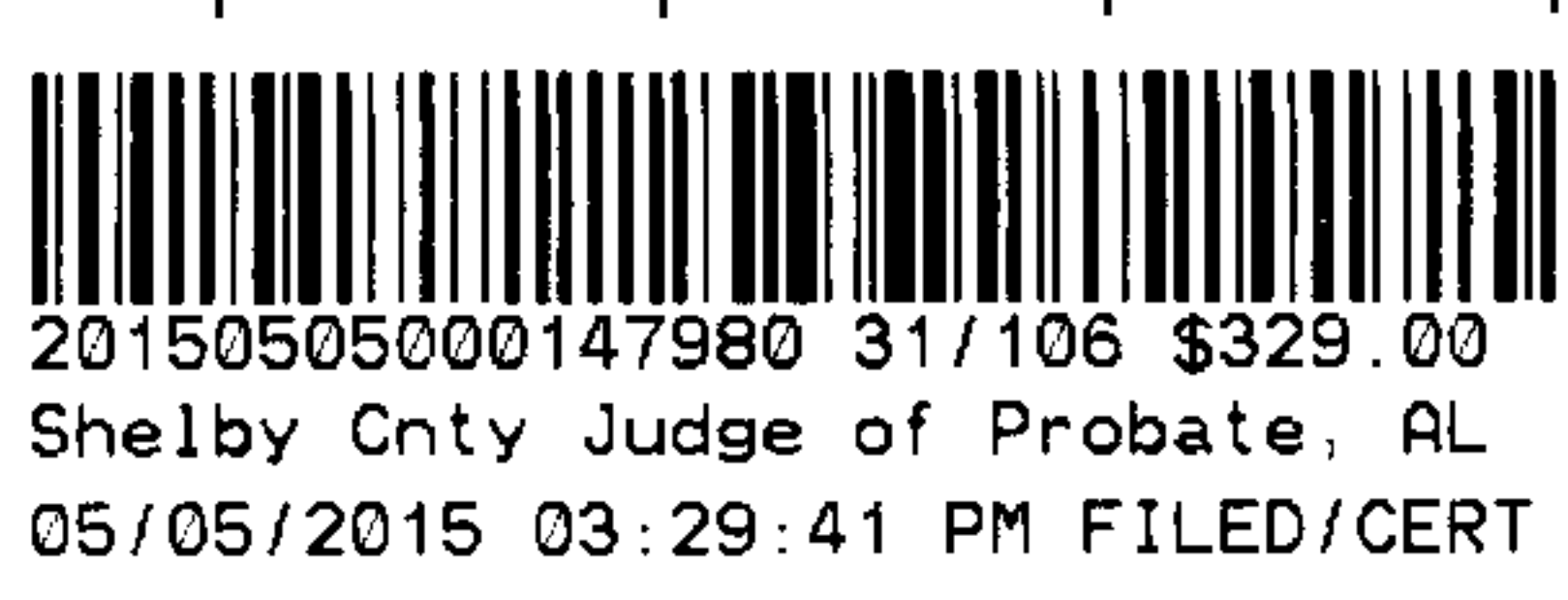
1

McGriff, Lee/Leah – Lots 95A, 96, 98A, 99A

SIGNATURE SHEET ATTACHED

4-10-2015

4



PROPERTY OWNER

SIGNATURE(S)

DATE: _____

TOTAL UNITS

McLendon, Benson/Joan - Lots 188A, 189A

Barbara M. Borden

4/12/15

_____ 2 _____

Meier, Michael/Julie - Lot 89

_____ 1 _____

Menzies, Stephen - Lots 78, 79

SIGNATURE SHEET ATTACHED

4/13/2015

_____ 2 _____

Mitchell, John/Joyce - Lots 55, 56, 70

SIGNATURE SHEET ATTACHED

4/10/2015

_____ 3 _____

Montague, Norton/Cynthia - Lot 190A

_____ 1 _____

Moor, Vera/Gene - Lot 185A

_____ 1 _____

Moore, Buell/Gaynell - Lot 210

SIGNATURE SHEET ATTACHED

_____ 1 _____

Moore, Douglas/Lisa - Lot 32D

Signature Sheet Att.

_____ 1 _____

Moore, Michael/Janet - Lots 19A, 21C

_____ 2 _____

Morrison, Tim/Cindy - Lot 116

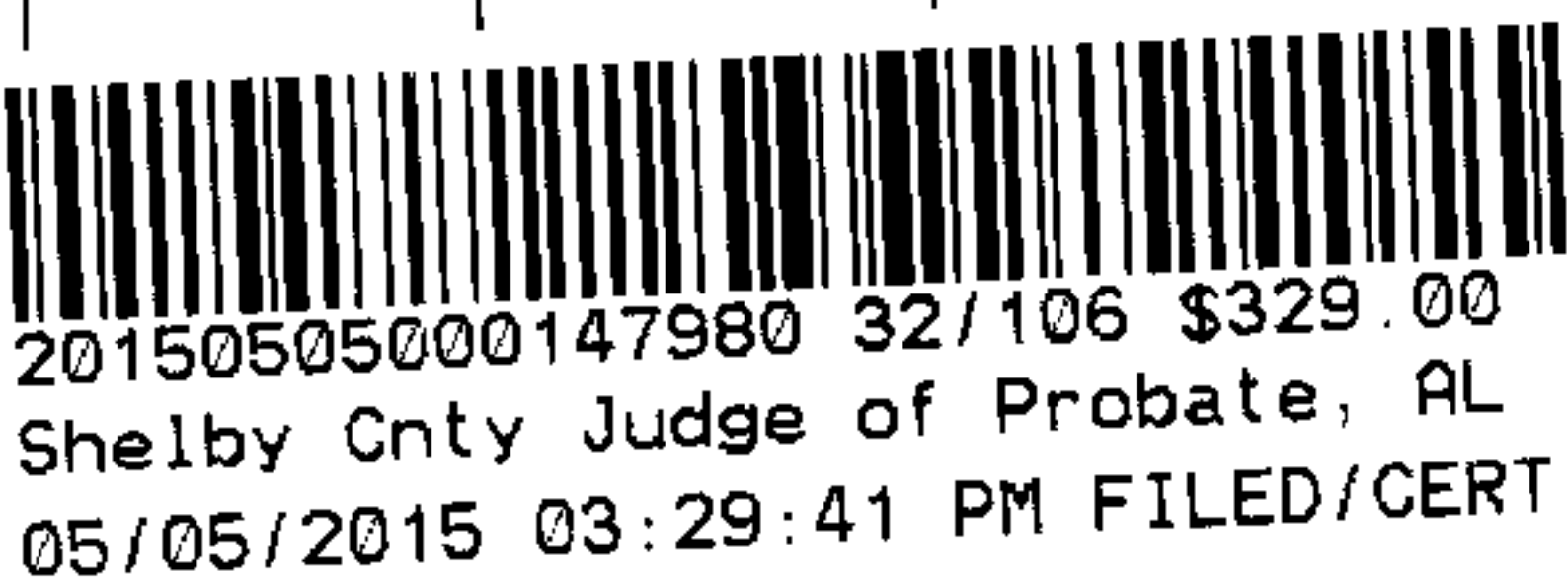
_____ 1 _____

Morrow, John/Martha - Lot 129A

John H. Morrow

March 7, 2015

_____ 1 _____



PROPERTY OWNER

SIGNATURE(S)

DATE: _____

TOTAL UNITS

Newman, Larry/Katherine – Lot 64

1

✓ Nolan, James/Jackie – Lot 69

SIGNATURE SHEET ATTACHED

1

Norris, Ron/Nancy – Lot 77

Signature Sheet Att

1

Norris, Wayne/Lisa – Lot 73

1

Old, Christopher – Lots 23, 24

SOLD
Lot 23

Signature Sht, ATT.

1

Park, Cleve/Dixie – Lot 196

Signature Sheet Att.

1

Parsons, Jim

Signature Sheet Attached

1

Paternostro, Ben/Joy – Lot 71

1

Phillips, William/Marion – Lot 143A

SIGNATURE SHEET ATTACHED

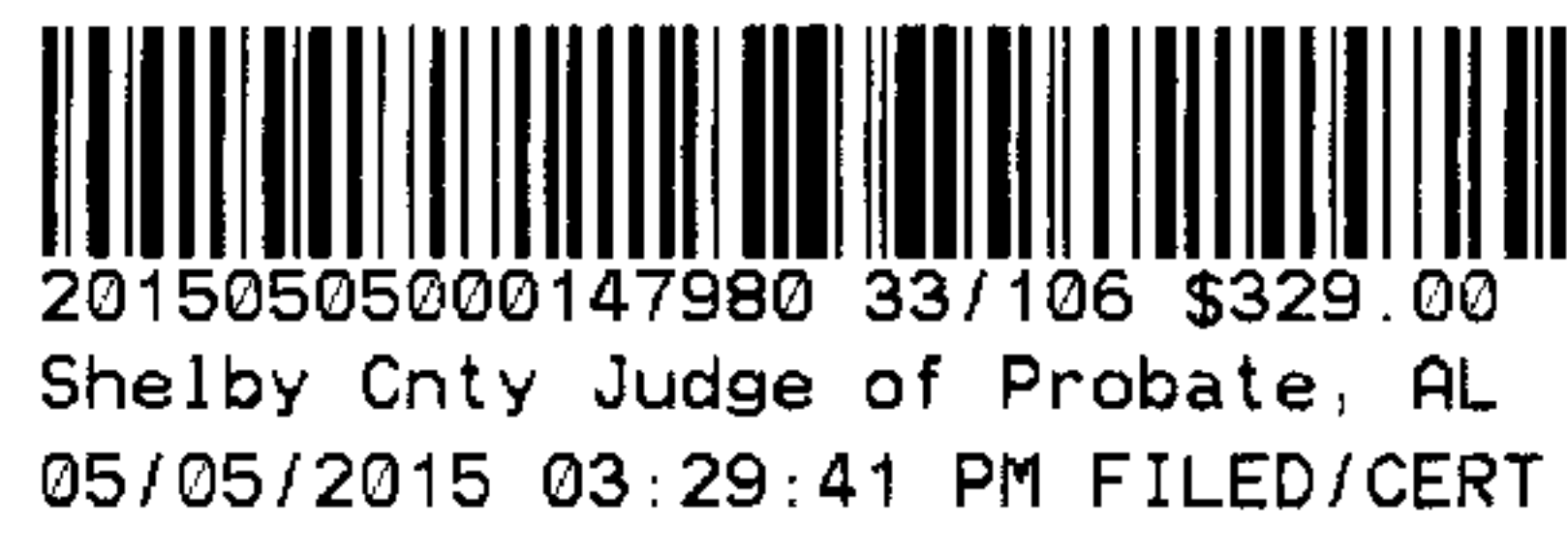
4.13.2015

1

Pouncey, Clarence/Debby - Lot 45

Signature Sheet Attached

1



PROPERTY OWNER

SIGNATURE(S)

DATE:

TOTAL UNITS

Shepherd, Hal/Debby – Lot 85

1 _____

✓ Sinclair, Bill/Beth – Lot 109

SIGNATURE SHEET ATTACHED

1 _____

Smith, Nesa – Lot 82

1 _____

Smith, William/Patsy – Lot 124

1 _____

✓ Spann, James/Karen – Lot 35

SIGNATURE SHEET ATTACHED

1 _____

✓ Stewart, Merrill – Lot 107

SIGNATURE SHEET ATTACHED

1 _____

Stiff, Gray – Lot 164C

1 _____

Storey, Yvonne – Lot 217

1 _____

Strickland Trading – Lot 162A

Signature She. Att.

1 _____

Strickland, William/Marcia – Lot 197

Signature She. Att.

1 _____

Striplin, Estate – Lots 113, 115

Signature SHEET ATTACHED

4.9.2015

2 _____

20150505000147980 35/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

PROPERTY OWNER

SIGNATURE(S)

DATE:

TOTAL UNITS

Stroud, Ron/Bonnie – Lot 52

Signature Sheet Att

1

Tharpe, David/Ann – Lots 74, 75, 76

Ann W Sharp Davis 23 pages 11/13/15

3

Thompson, Nancy/George – Lot 131

Signature Sheet Attached

1

✓ Thompson, Lucy – Lot 100A2

SIGNATURE SHEET ATTACHED

1

Thompson, Mike/Genie – Lots 46, 49, 50

Signature Sheet Attached

3

Wangstad, Leroy/Karolyn – Lot 164E1

1

Watts, Steve/Joice – Lot 195A

SIGNATURE SHEET ATTACHED 4/16/2015

1

Willey, June – Lot 164G

Signature Sheet attached

1

Williams, Don/Sheila – Lot 119A

SIGNATURE SHEET ATTACHED

1

Williams, Austin/Carla – Lot 177B1

Signature Sheet att.

1

Wolfley, Darrell/Jann – Lot 112

Signature Sheet att.

1

Yarbrough, Pam – Lot 136

Pam Yarbrough 3/19/15

1



20150505000147980 36/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

PROPERTY OWNER

Yeary, Richard/Etta - Lot 146A


SIGNATURE(S)

Signature Sheet Attached

DATE: _____

TOTAL UNITS

_____ 1 _____


20150505000147980 37/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Terry Scott Brown

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Scott Brown

Property owner's signature

Kelli H. Brown


Spouse's signature (if applicable)

Kelli H. Brown

Spouse's name (if applicable) – please print

4-14-15

Date


20150505000147980 38/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, F. GERALD BURNETT

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

F. Gerald Burnett


Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

03-12-2015

Date


20150505000147980 39/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Patrick Cather

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.


Patrick Cather

Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

13 Mar 2015
Date


20150505000147980 40/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, E. BYRON CHEW

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. my signature below, I approve adoption of this Amendment.

E. Byron Chew

Property owner's signature

Stanlee C. Chew

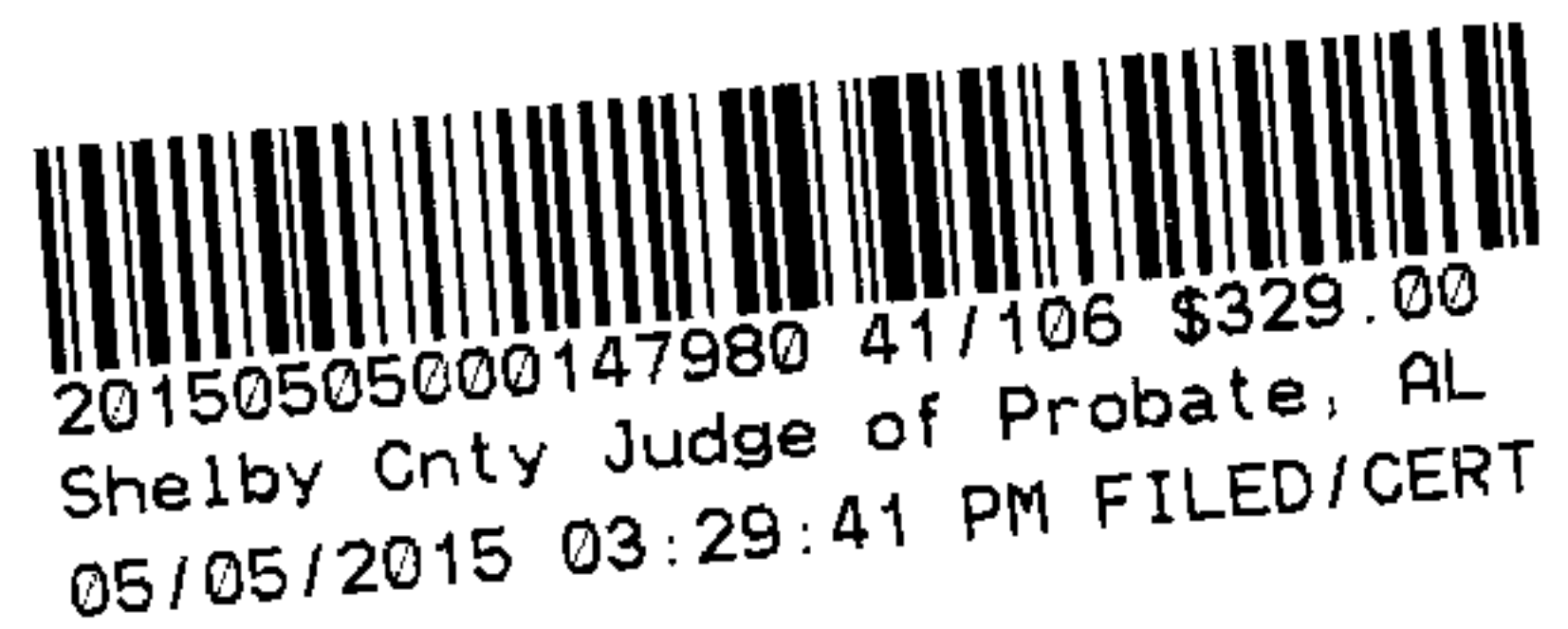
Spouse's signature (if applicable)

STANLEE C. CHEW

Spouse's name (if applicable) - please print

13 MARCH 2015

Date



Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

WE

I, DOROTHY N. CLARK (AS MAJORITY OWNER) AND HUSBAND JAMES L. CLARK (AS MINORITY OWNER)

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By ^{OUR}my signatures below, I ^{WE}approve adoption of this Amendment.


Dorothy N. Clark
James L. Clark

Property owner's signatures

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

Date


20150505000147980 42/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, WALTER CLARK

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Walter Clark

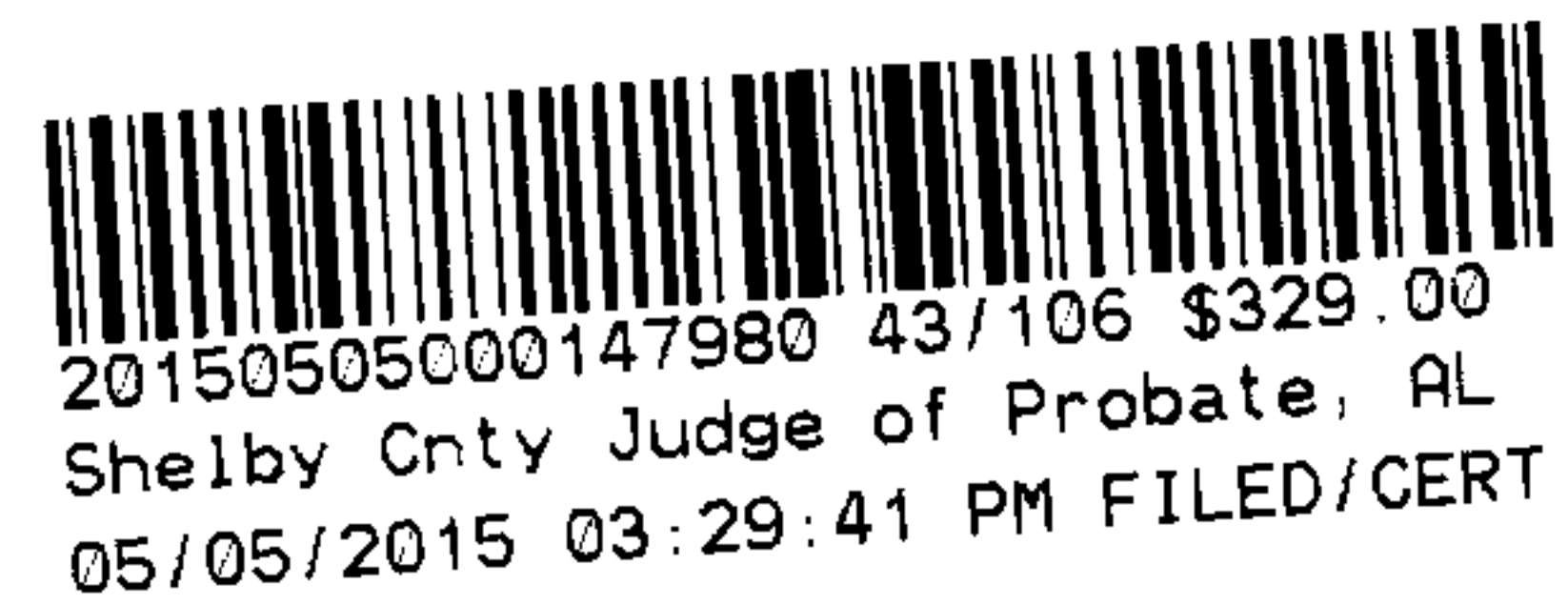
Property owner's signature

Wm P. Clark

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

4/13/15
Date



Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Philip Cole

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.


Philip Cole

Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

March 12, 2015
Date


20150505000147980 44/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Steve Daughtry #7 Eagle View

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

CS Daughtry

Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

Date



20150505000147980 45/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

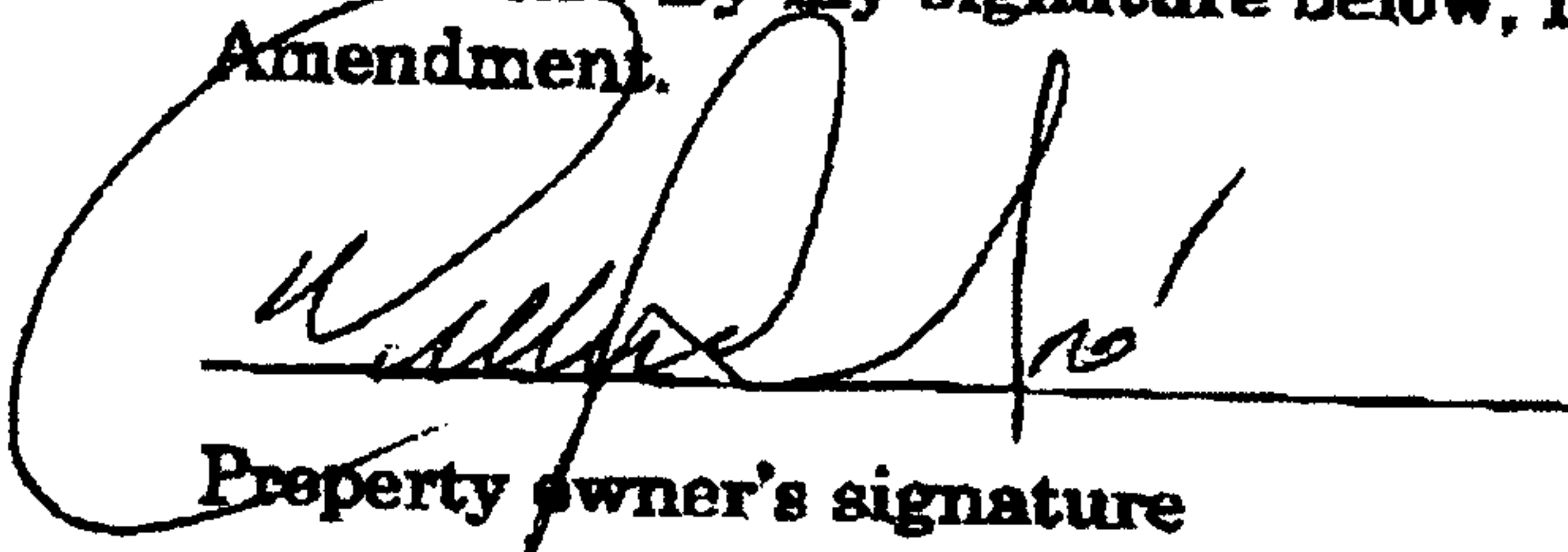
Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, William J Dore


(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.


Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

4/7/15
Date


20150505000147980 47/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, John E Ebbert

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.


John E Ebbert

Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

4-7-15
Date


20150505000147980 48/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

VINCENT

I, ULYSSES V. GOODWIN

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

U Goodwin


Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

4-6-15

Date


20150505000147980 49/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, JOHN BEAUCIER GRENIER

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.


John Beaucier Grenier

Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

3-12-2015
Date


20150505000147980 50/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, THOMAS G. HARRELL

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.


Thomas G Harrell

Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

4/28/15
Date


20150505000147980 51/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Nancy Hausman

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Nancy Hausman

Property owner's signature

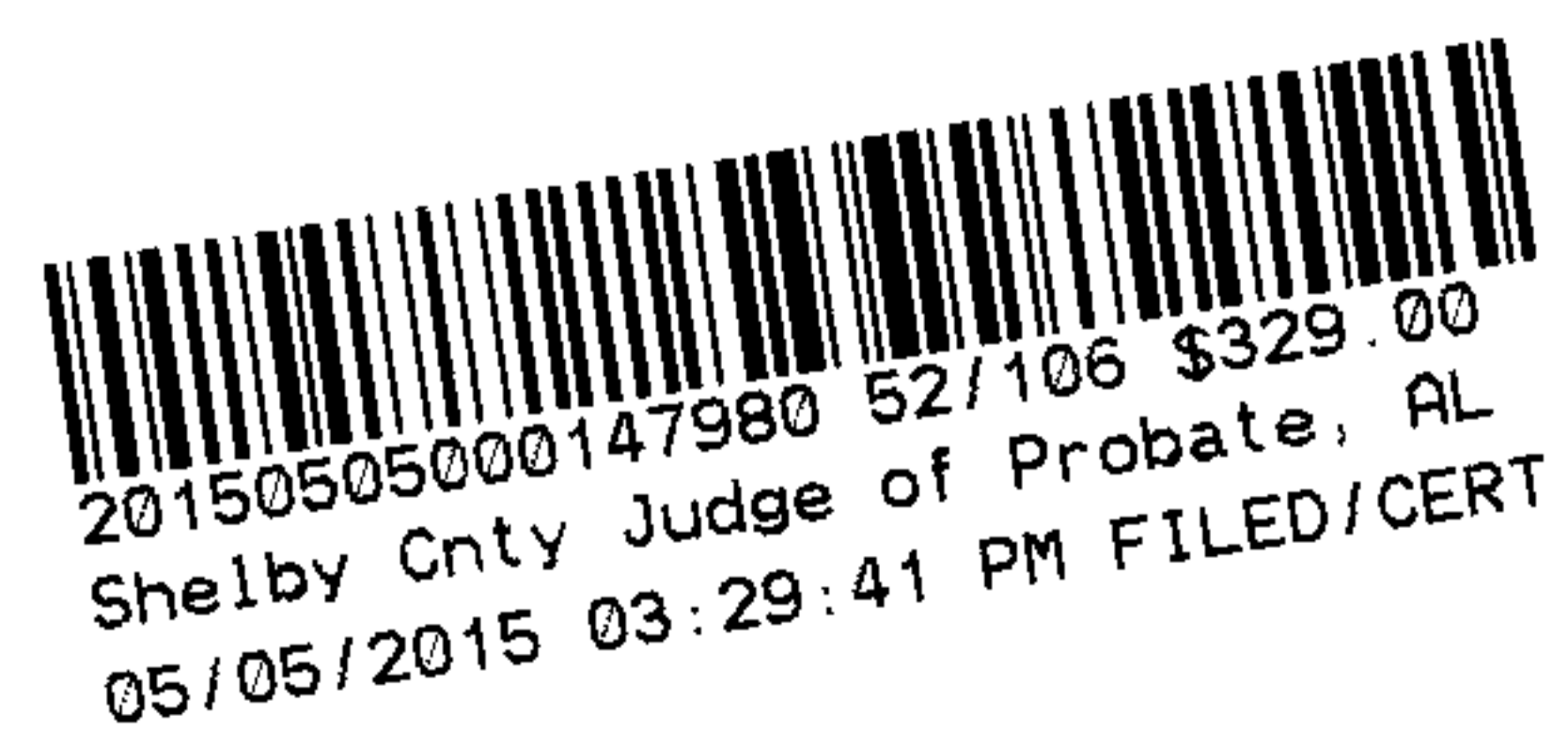
Mike Cherry

Spouse's signature (if applicable)

Mike Cherry

Spouse's name (if applicable) – please print

4/13/2015
Date



Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Ralph W. Hill

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Ralph W. Hill

Property owner's signature


Janice C. Hill

Spouse's signature (if applicable)

JANICE C. HILL

Spouse's name (if applicable) – please print

3-22-15
Date


20150505000147980 53/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, CHRIS Hillman

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Ch Hill

Property owner's signature


Leigh Ann Hillman

Spouse's signature (if applicable)

LEIGH ANN HILLMAN

Spouse's name (if applicable) – please print

4/6/15
Date


20150505000147980 54/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, SANFORD HUNTER HOLLAND

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Dr. Sanford H. Holland

Property owner's signature


Mary Ann Holland

Spouse's signature (if applicable)

MARY ANN HOLLAND

Spouse's name (if applicable) – please print

4-14-15
Date


20150505000147980 55/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

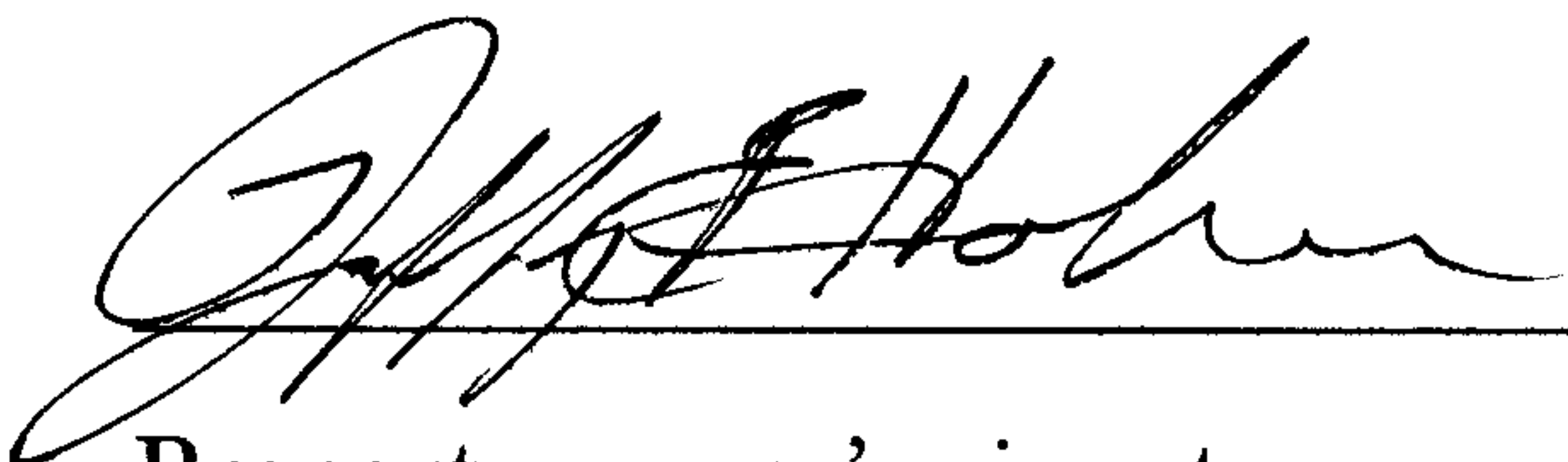
Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

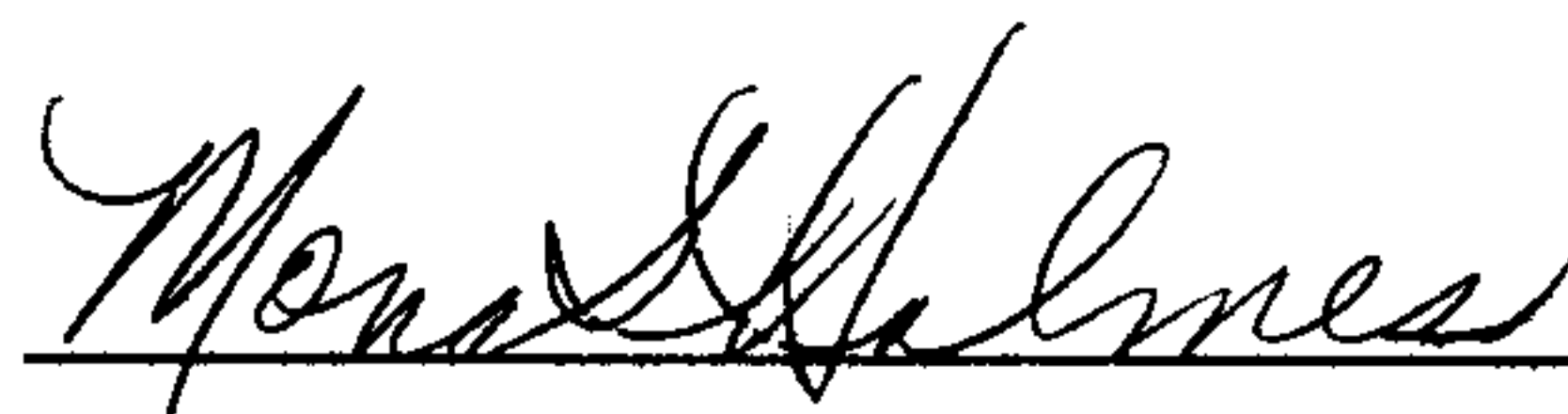
Individual Signature Sheet

I, JEFFREY E. HOLMES

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.



Property owner's signature

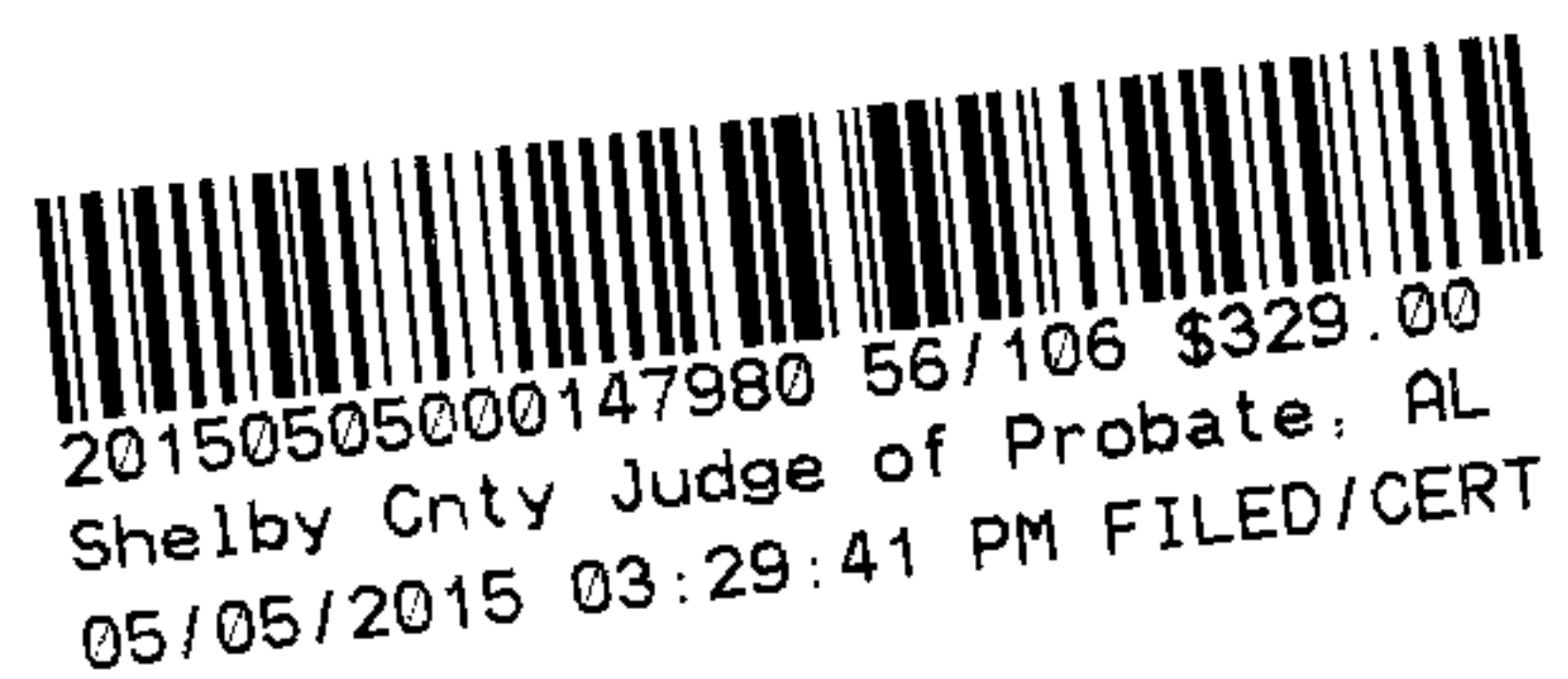


Spouse's signature (if applicable)

Mona J. Holmes

Spouse's name (if applicable) – please print

03.23.15
Date




Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

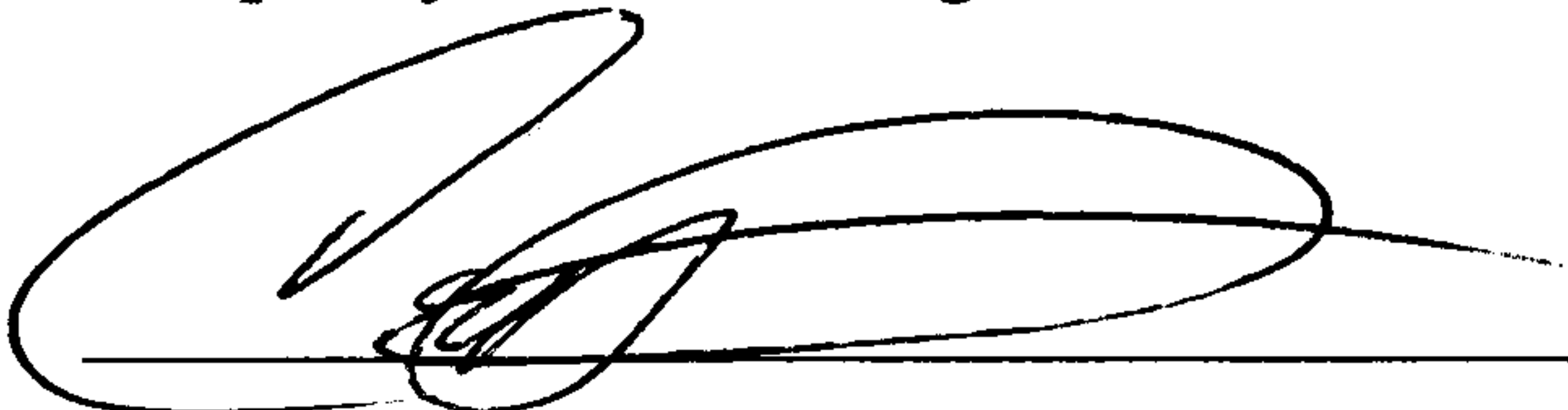
Individual Signature Sheet

I, Larry R. House

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.




Property owner's signature



Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

Date


20150505000147980 57/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, STEPHEN WAYNE HOUSE

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Stephen W House

Property owner's signature


Helen House

Spouse's signature (if applicable)

HELEN P. HOUSE

Spouse's name (if applicable) – please print

4/6/15
Date


20150505000147980 58/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Edward & Hope Hwang

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

One Hwang

Property owner's signature


Edward Hwang

Spouse's signature (if applicable)

Edward Hwang

Spouse's name (if applicable) – please print

April 15, 15'
Date


20150505000147980 59/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, FAY B. IRELAND

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.


Fay B. Ireland

Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

4-8-15
Date


20150505000147980 60/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Jadet Harrington Jacks

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Jadet H. Jacks

Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

3-26-15
Date



20150505000147980 61/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, NANCY B. JERNIGAN

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Nancy B. Jernigan

Property owner's signature


N. Jernigan

Spouse's signature (if applicable)

W. C. JERNIGAN

Spouse's name (if applicable) – please print

20 Apr 15
Date


20150505000147980 62/106 \$329.00
Shelby Cnty Judge of Probate: AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Richard L. Keith

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Richard L. Keith

Property owner's signature

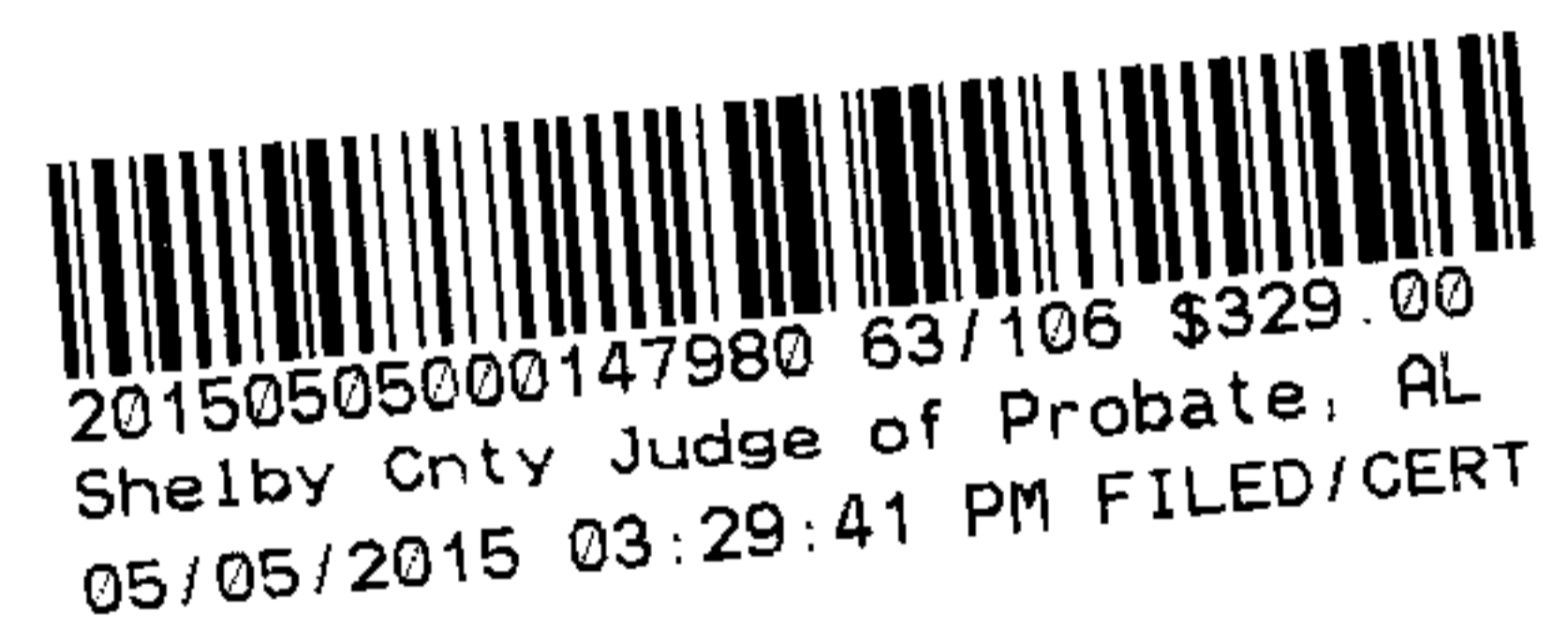
Kay Keith

Spouse's signature (if applicable)

Kay Keith

Spouse's name (if applicable) – please print

Date



Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Greg and Renee Kelley

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

[Handwritten Signature]

Property owner's signature


[Handwritten Signature]

Spouse's signature (if applicable)

Renee M. Kelley

Spouse's name (if applicable) – please print

4/20/15
Date


20150505000147980 64/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, CHRISTINE C. KILLION

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Christine Killion

Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

3-14-15

Date



20150505000147980 65/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, KERRY L. KIRKLAND

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

K. Kirkland

Property owner's signature

Cathy C. Kirkland

Spouse's signature (if applicable)

CATHERY KIRKLAND

Spouse's name (if applicable) – please print

4-8-15

Date



20150505000147980 66/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

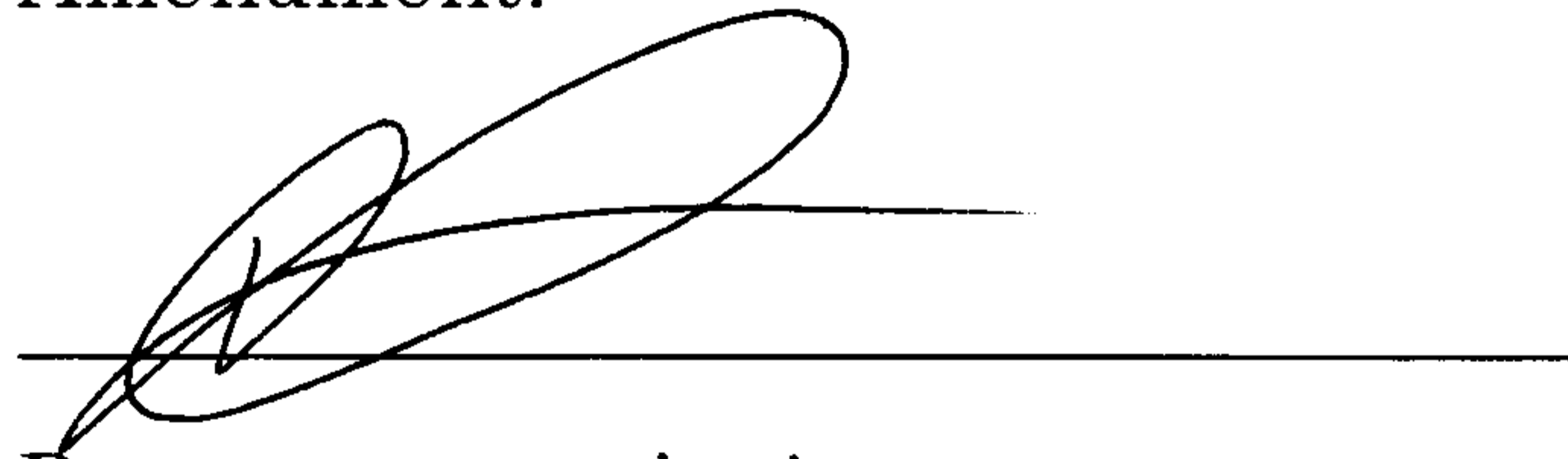
Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

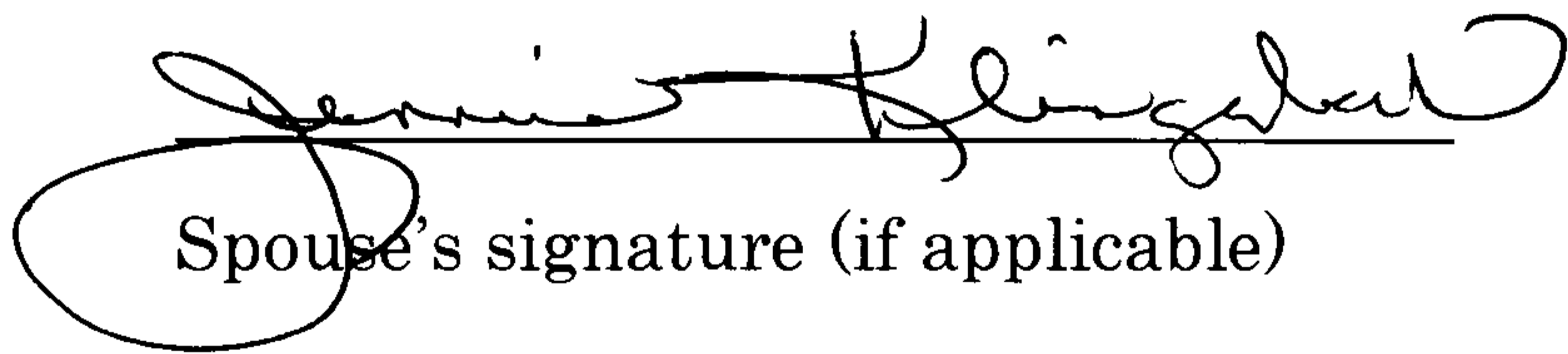
Individual Signature Sheet

I, ROBERT P. KLINGENBECK

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.



Property owner's signature




Spouse's signature (if applicable)

JENNIE B. KLINGENBECK

Spouse's name (if applicable) – please print

4-7-15
Date


20150505000147980 67/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT


Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, ALAN D. LEETH

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.



Property owner's signature


Tamsin Leeth

Spouse's signature (if applicable)

TAMSIN LEETH

Spouse's name (if applicable) – please print

4-6-15
Date


20150505000147980 68/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

We, J. William Lewis and Lorraine S. Lewis

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Seaman Capital, LLC
By: J. William Lewis Lot 144


Property owner's signature

Lorraine S Lewis Lots 212 and 213

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

EMALCS 3/12/15
Date


20150505000147980 69/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet


I, DAVID EDWARD LONG
(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

David E. Long
Property owner's signature

Carla Long
Spouse's signature (if applicable)

CARLA Long
Spouse's name (if applicable) – please print

3-15-15
Date


20150505000147980 70/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, TERESA C. MARINO

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Teresa C. Marino

Property owner's signature


Anthony P. Marino

Spouse's signature (if applicable)

ANTHONY P. MARINO

Spouse's name (if applicable) – please print

MARCH 17, 2015
Date


20150505000147980 71/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, LINDA B. MCGARR

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Linda B. McGarr

Property owner's signature

Spouse's signature (if applicable)



20150505000147980 72/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Spouse's name (if applicable) – please print

3/12/15
Date

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, LEE McGRIFF III

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

[Handwritten Signature]
Property owner's signature

[Handwritten Signature]
Spouse's signature (if applicable)

20150505000147980 73/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

LEAH McGRIFF
Spouse's name (if applicable) – please print

Date 4/10/2015

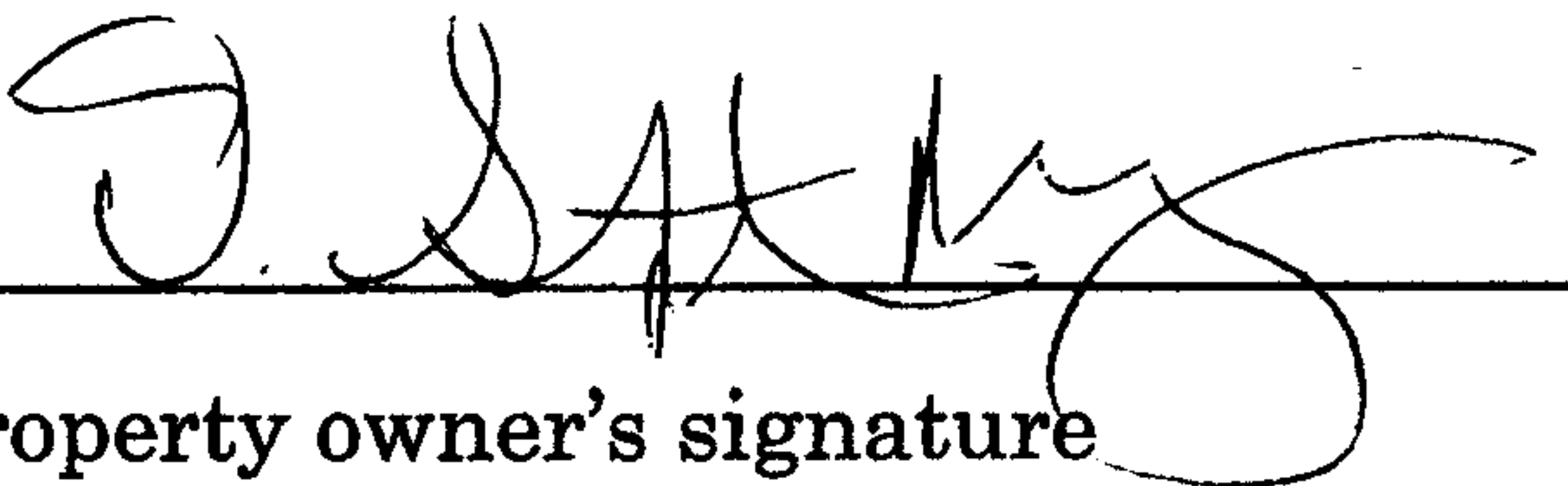
Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.


Individual Signature Sheet

I, D. Stephen Menzies

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.


Property owner's signature

Spouse's signature (if applicable)


20150505000147980 74/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Spouse's name (if applicable) – please print

4/13/15
Date

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, John Mitchell

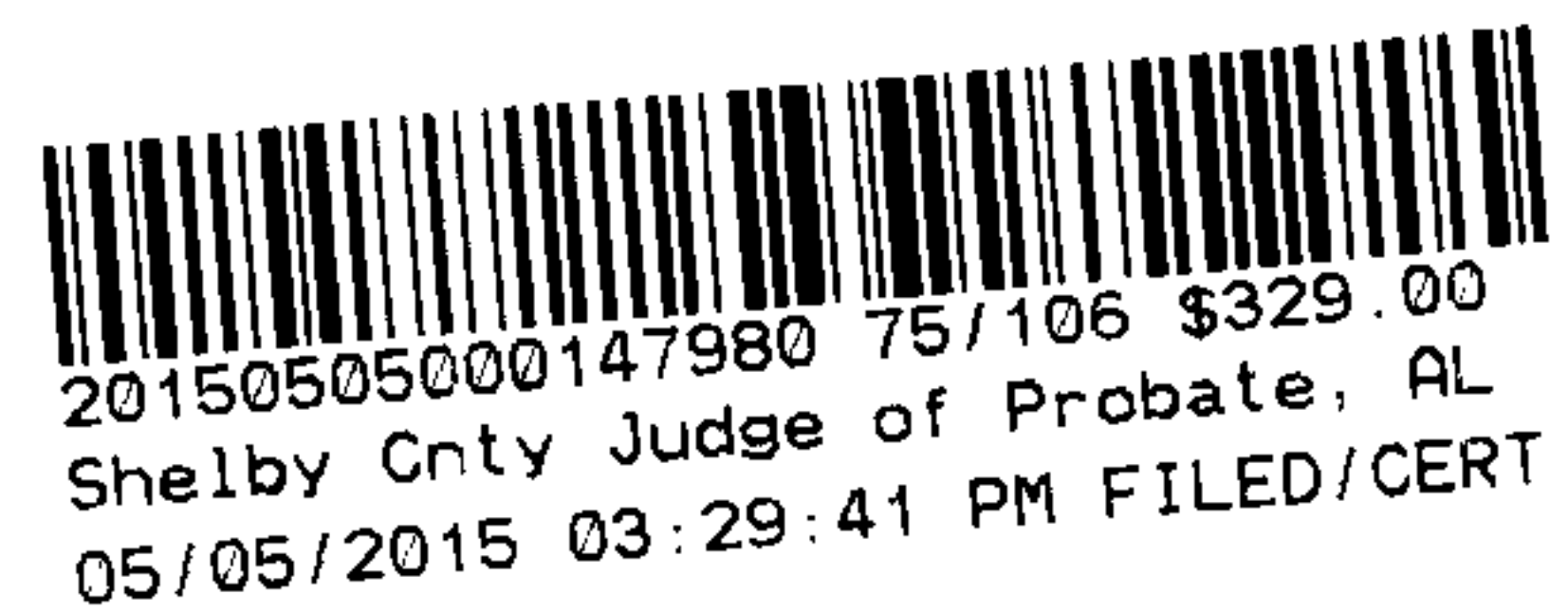
(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

John Mitchell
Property owner's signature *by JCM POW*

Joyce Crawford Mitchell
Spouse's signature (if applicable)

Joyce Crawford Mitchell
Spouse's name (if applicable) – please print

April 10, 2015
Date



Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Buell V. Moore

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

B. V. Moore


Property owner's signature

Spouse's signature (if applicable)

Gaynell G. Moore

Spouse's name (if applicable) – please print

March 25, 2015
Date


20150505000147980 76/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Doug & Lisa Moore

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

[Handwritten Signature]

Property owner's signature


[Handwritten Signature]

Spouse's signature (if applicable)

Doug Moore

Spouse's name (if applicable) – please print

4-21-15
Date


20150505000147980 77/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, JAMES N NOLAN

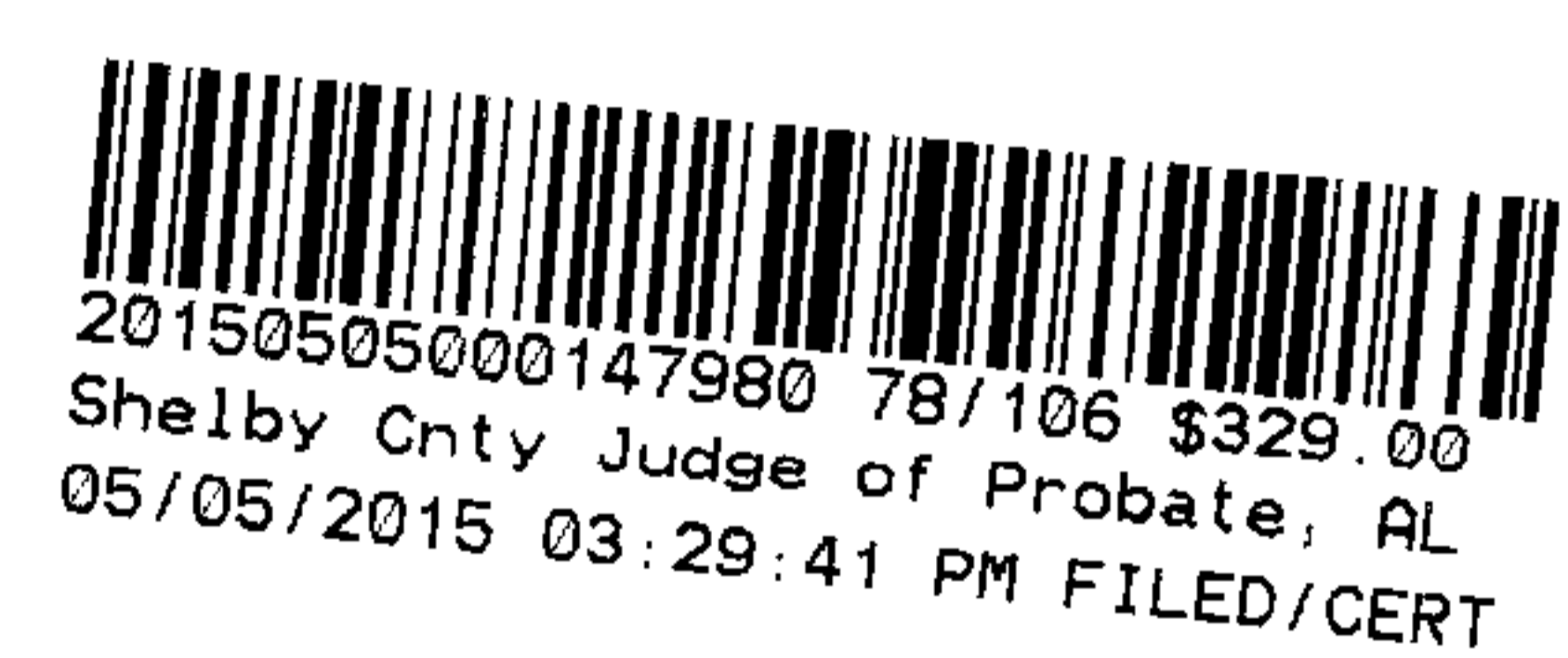
(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

James Nolan
Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

12 MARCH 2015
Date



Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, C. W. OLD

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

[Handwritten Signature]

Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

4/15/15
Date



20150505000147980 80/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Cleve PARK +/or DIANE Dixie PARK

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Cleve Park

Property owner's signature

Diane Dixie Park

Spouse's signature (if applicable)

DIANE Dixie PARK

Spouse's name (if applicable) – please print

4-10-2015

Date



20150505000147980 81/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, JAMES THOMAS PARSONS

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

James T. Parsons


Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

Date

3/18/15


20150505000147980 82/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, William P. Phillips, PS

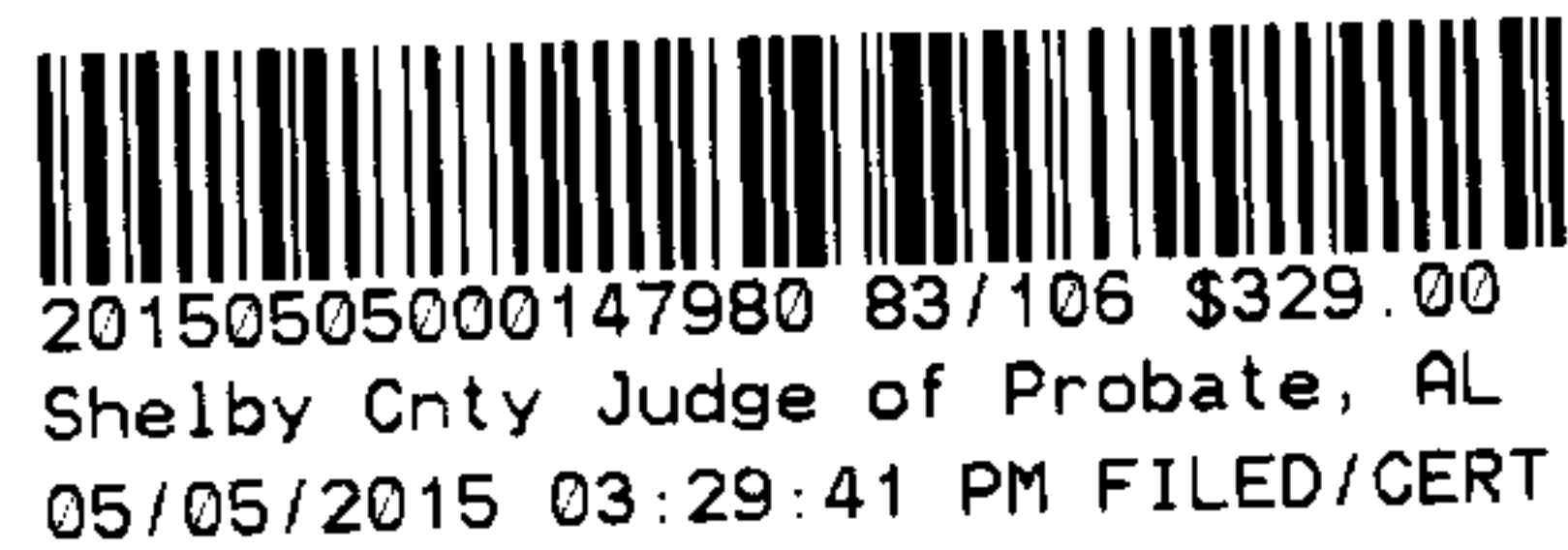
(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

William P. Phillips - (by George Thompson - as per verbal proxy by Bill P.)
Property owner's signature 1:30 PM
4.13.15

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

4/13/2015
Date



Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Clarence Pouncy


(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Clarence Pouncy
Property owner's signature

Spouse's signature (if applicable)

Debby Pouncy (out of town)
Spouse's name (if applicable) – please print

3/23/15
Date


20150505000147980 84/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Florence E. Richey

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.


Florence E. Richey

Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

3/26/15
Date


20150505000147980 85/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet


I, Lynda G. Robertson
(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Lynda G. Robertson
Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

3-18-20
Date


20150505000147980 86/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented a special meeting, 3 March 2015.

Individual Signature Sheet

I, Richard Robey

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Associ Board to adopt the 3rd Amendment to the Shoal Creek Assoc Protective Covenants. By my signature below, I approve ad of this Amendment.

Richard Robey

Property owner's signature

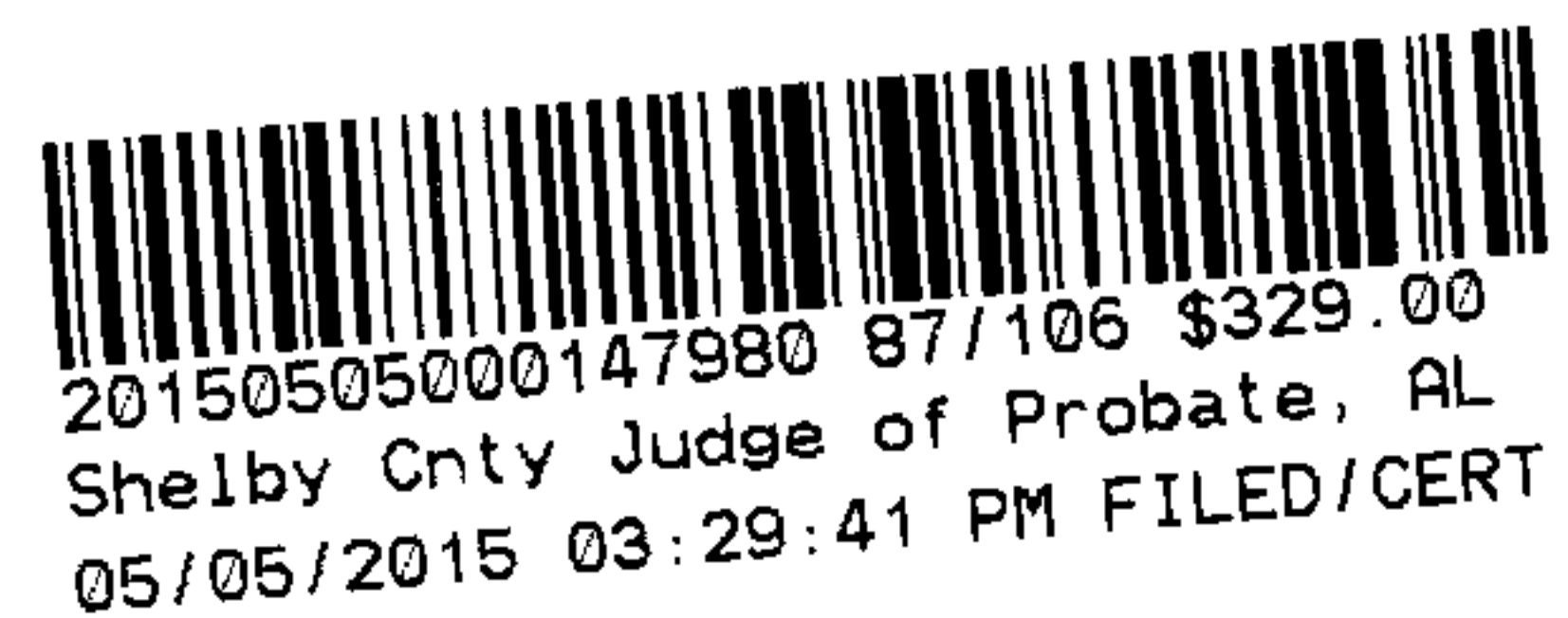
Marla Robey

Spouse's signature (if applicable)

Marla Robey

Spouse's name (if applicable) - please print

3-11-15
Date



Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Robert Earl Roth

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Robert E Roth

Property owner's signature


Iris D Roth

Spouse's signature (if applicable)

IRIS D Roth

Spouse's name (if applicable) – please print

4-7-15
Date


20150505000147980 88/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, G. Dirk Rozendale, Trustee

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.


G. D. Rozendale, Trustee

Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

3/26/15
Date


20150505000147980 89/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, STEVEN D. SHAW

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.


STEVEN D. SHAW

Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

3/13/15
Date


20150505000147980 90/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, THOMAS W. SINCLAIR

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

TW Sinclair

Property owner's signature


BETH F. SINCLAIR

Spouse's signature (if applicable)

Beth F. Sinclair

Spouse's name (if applicable) – please print

3-12-15
Date


20150505000147980 91/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

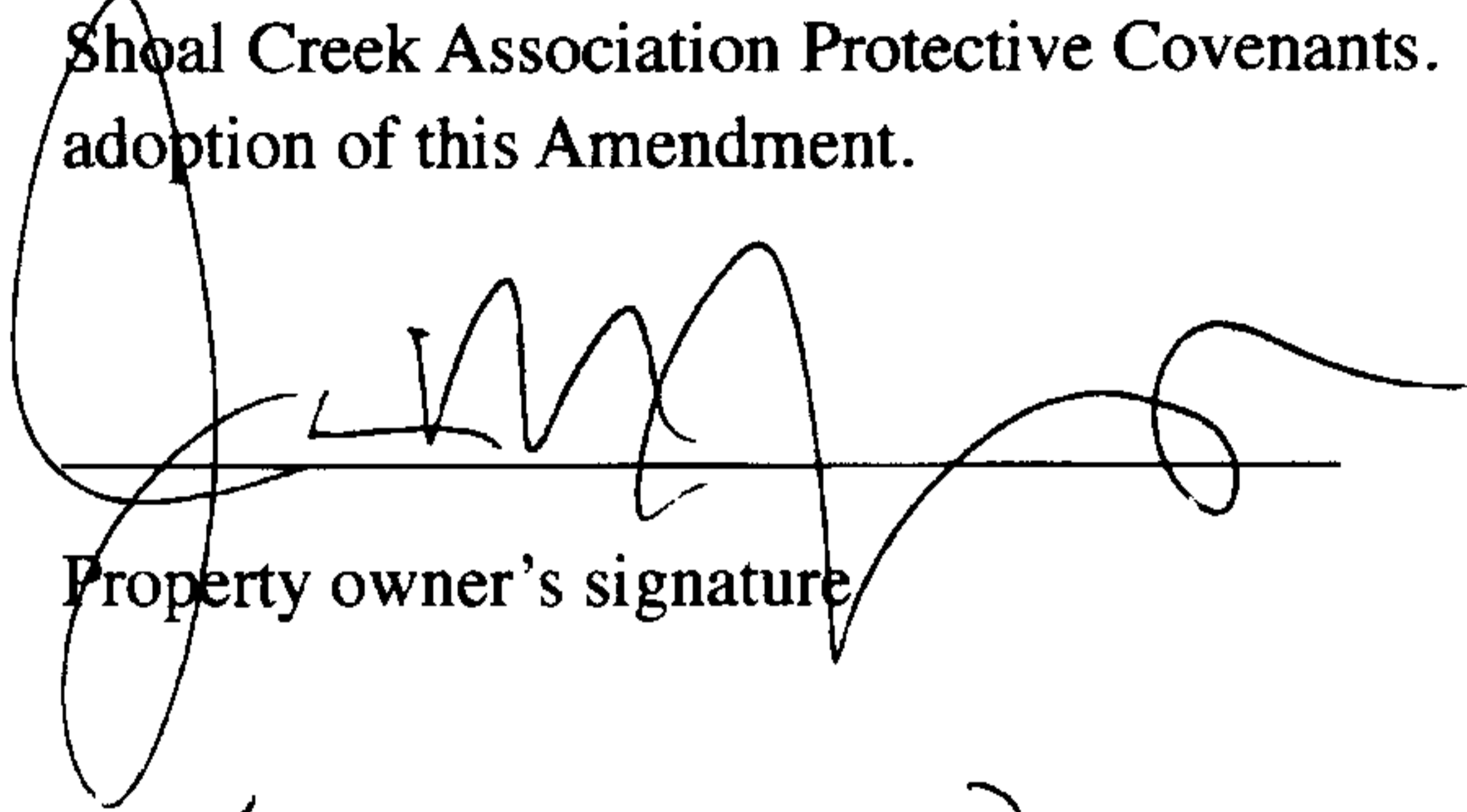
Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, James Spann

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.



Property owner's signature


Karen Spann

Spouse's signature (if applicable)

Karen Spann

Spouse's name (if applicable) – please print

3/15/15
Date



20150505000147980 92/106 \$329.00
Shelby Cnty Judge of Probate: AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, MERRILL H. SCHWARTZ, JR.


(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

M. Schwartz
Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

3/12/15
Date


20150505000147980 93/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Marcia A. Strickland

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Marcia G. Strickland

Property owner's signature

W. Strickland

Spouse's signature (if applicable)

W. R. STRICKLAND

Spouse's name (if applicable) – please print

4.6.15

Date



20150505000147980 94/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, W. R. STRICKLAND

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

[Handwritten Signature]

Property owner's signature


101 - CAR WOUSTIE

W/A

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

4-7-15
Date


20150505000147980 95/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

2 Lots - 115 + 113

I, *Kenneth D. Wallis - Executor of Estate of LARRY D. STRIPLIN, JR.*

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.


Kenneth D. Wallis - Executor

Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

4/9/2015
Date


20150505000147980 96/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Ronald + Bonnie Stroud

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Ronald Stroud

Property owner's signature

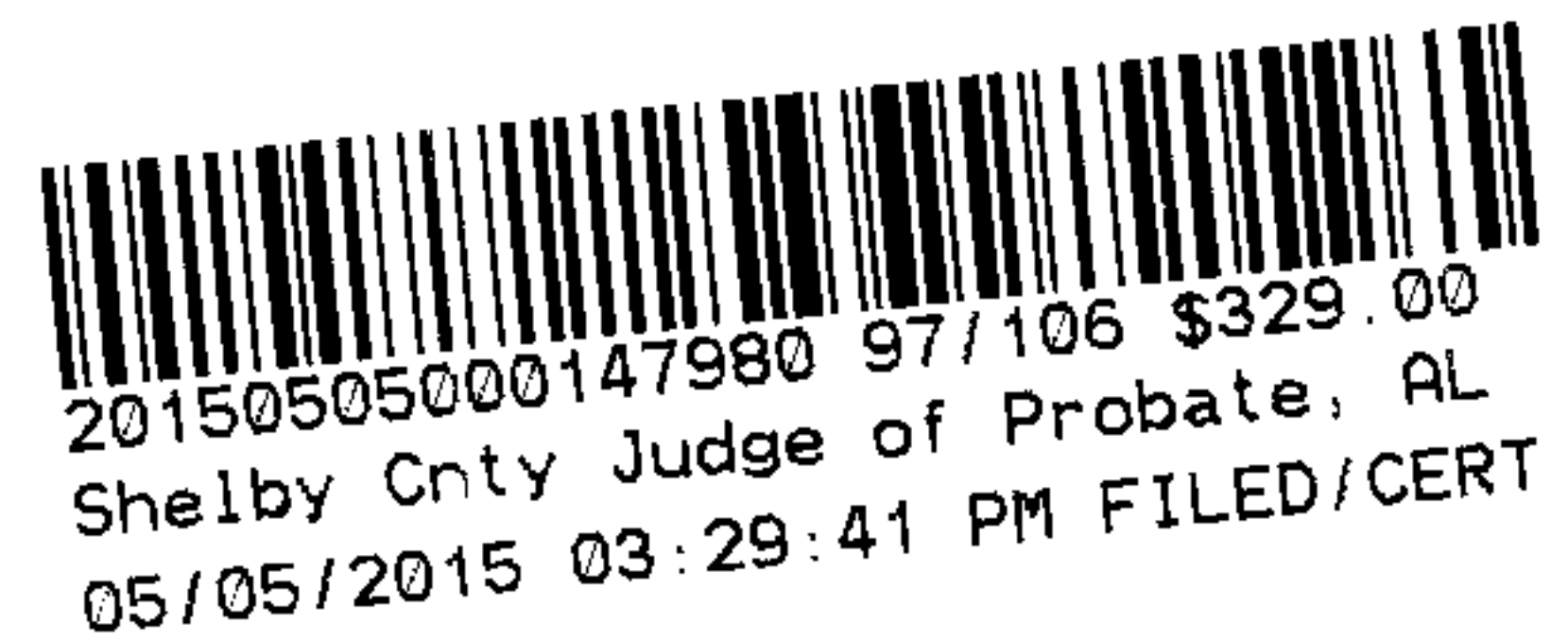
Bonnie Stroud

Spouse's signature (if applicable)

Bonnie Stroud

Spouse's name (if applicable) – please print

4-7-15
Date



Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, NANCY STEWART THOMPSON (LOT 131)

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Nancy S. Thompson


Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

3.16.15

Date


20150505000147980 98/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Lucille R. THOMPSON

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.


Lucille R. Thompson

Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

3-3-2015
Date


20150505000147980 99/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, MICHAEL D. THOMPSON

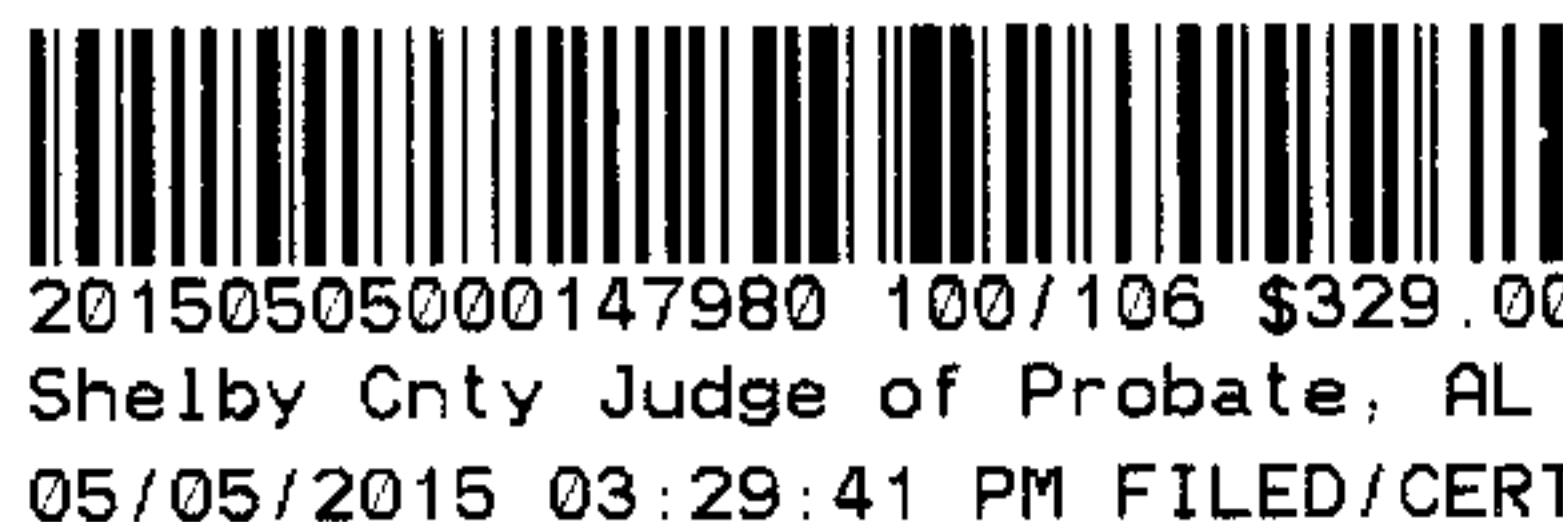
(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Michael D. Thompson
Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

3/17/15
Date



Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Joice T. Watts

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Joice T. Watts

Property owner's signature

Steve Watts

Spouse's signature (if applicable)

Joice T. Watts + Steven D. Watts

Spouse's name (if applicable) – please print

4/16/2015
Date

Lot 195 A
4 INNIS BROOKE

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, JANE B. WILLEY

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

Jane B. Willey

Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

3-22-15
Date



20150505000147980 102/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT


Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, J. DON WILLIAMS

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.

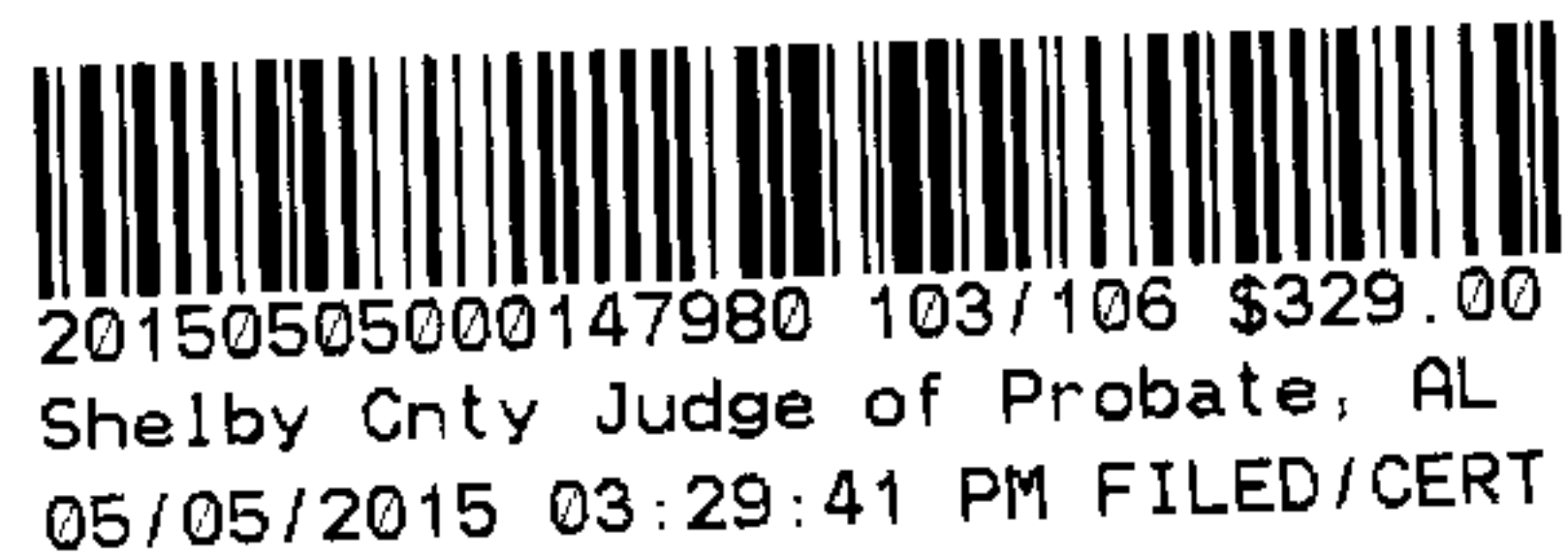


Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

4/13/2015
Date



Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Carla Marie Williams

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.


Carla M. Williams

Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

Apr 7, 2015
Date


20150505000147980 104/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, Darrell E. Wolfley

(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.


D. E. Wolfley

Property owner's signature

Spouse's signature (if applicable)

Spouse's name (if applicable) – please print

4/16/15
Date


20150505000147980 105/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT

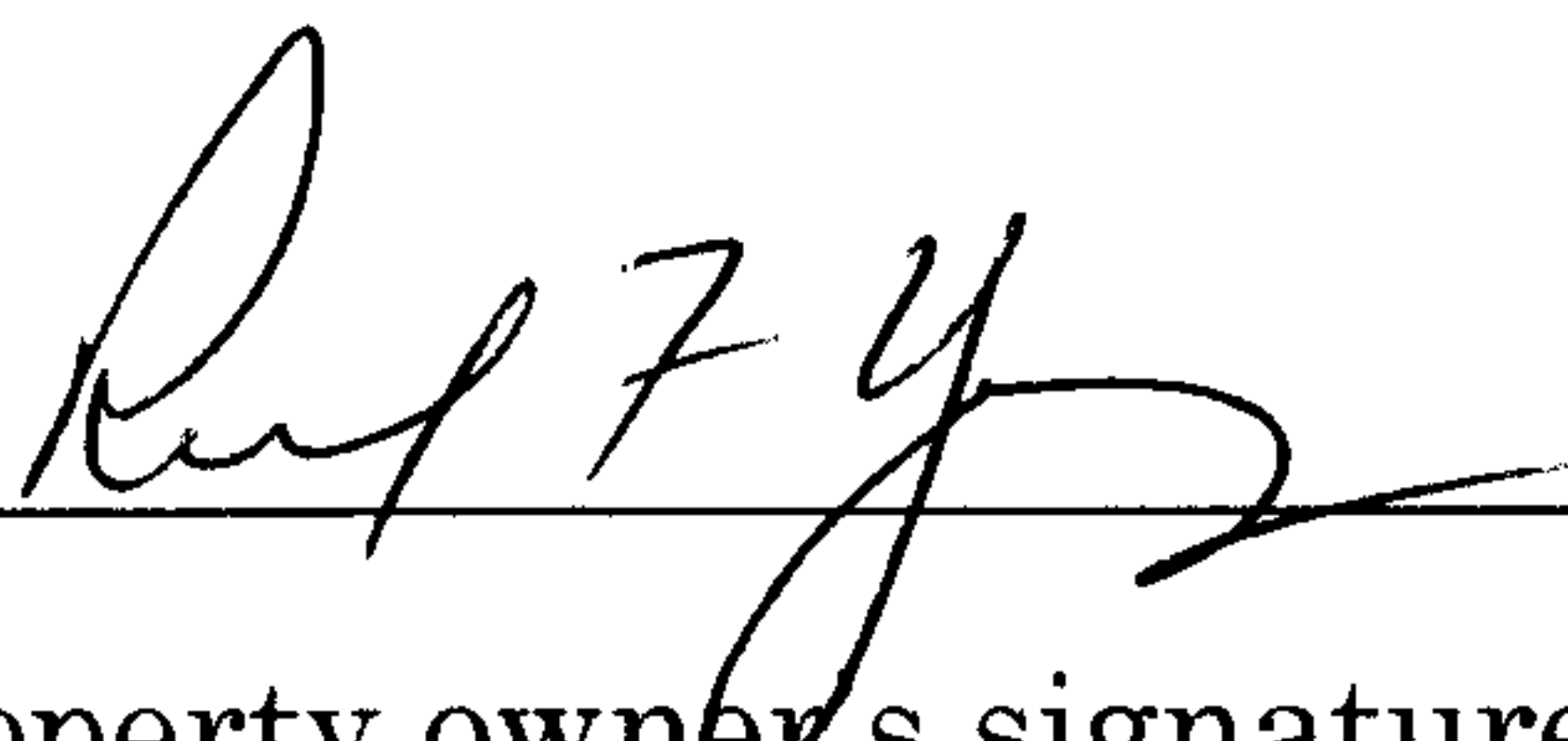
Shoal Creek Association

3rd Amendment to the Protective Covenants, as presented at the special meeting, 3 March 2015.

Individual Signature Sheet

I, RICHARD F YEARY


(please print your full name), understand the various issues contained in the current proposal by the Shoal Creek Association Board to adopt the 3rd Amendment to the Shoal Creek Association Protective Covenants. By my signature below, I approve adoption of this Amendment.


Property owner's signature

ETTA E YEARY
Spouse's signature (if applicable)

ETTA YEARY
Spouse's name (if applicable) – please print

3/24/15
Date


20150505000147980 106/106 \$329.00
Shelby Cnty Judge of Probate, AL
05/05/2015 03:29:41 PM FILED/CERT