

This instrument was prepared by:

Jack S. Stephenson, Jr., Esq.  
420 N. 20th Street, Suite 3400  
Birmingham, Alabama 35203

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**SUPPLEMENTARY DECLARATION OF  
PROTECTIVE COVENANTS OF  
BROOK HIGHLAND, A RESIDENTIAL SUBDIVISION  
26TH SECTOR, FIRST ADDITION**

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

WHEREAS, Eddleman & Associates, an Alabama general partnership has previously filed a Declaration of Protective Covenants and Agreements in the Probate Office of Shelby County, Alabama, in Real 194, at page 254, (the "Original Declaration") for the benefit of certain real property situated in Shelby County, Alabama, which is part of a residential subdivision known as Brook Highland, A Residential Subdivision, and which is more particularly described in the Plats of the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Twentieth, Ninth, Tenth, Twenty-First, Eleventh Sector, First Phase, Eleventh Sector, Second Phase, the Eleventh Sector, Phase III, the Fourteenth Sector, and the Sixteenth Sector, Phase I of Brook Highland, as respectively recorded in Map Book 12 at pages 62 A & B, 63 A & B, and 64 A & B, Map Book 13 at pages 12, 36 A & B, and 99 A & B, Map Book 14 at page 71 and 83 A & B, Map Book 15 at pages 50 A & B, 105 and 106, Map Book 16 at pages 76 and 96, Map Book 16 at page 148, Map Book 17, page 63, and Map Book 17, page 108, Map Book 18, pages 36A and B, Map Book 18, pages 52A and B, Map Book 18, page 129, Map Book 19, Page 68, Map Book 22, Pages 36A and 36B, Map Book 22, page 129, Map Book 23, Pages 2A and 2B, and Map Book 25, Page 150 in the Probate Office of Shelby County, Alabama, and in the description of acreage including the Fifteenth Sector, the Twenty-Third Sector and other Undeveloped Property in

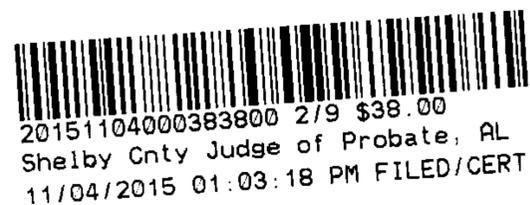
CLAYTON T. SWEENEY, ATTORNEY AT LAW



Brook Highland set forth in Exhibit A of the Supplemental Declaration of Protective Covenants recorded as Instrument Number 2000-00933 in the Probate Office of Shelby County, Alabama, such realty having been made subject to the Original Declaration as the same has been amended and supplemented by certain supplementary declarations and amendments filed from time to time in said Office, including without limitation, the instruments as respectively recorded in Book 228 at page 882, Book 228 at page 886, Book 225 at page 131, Real 263 at page 604, Real 311 at page 78, Real 317 at page 767, Real 353 at page 969, Real 380 at page 623, Real 380 at page 627, Instrument No. 1992-16104, Instrument No. 1992-20484, Instrument No. 1993-01877, Instrument No. 1993-18798, Instrument No. 1993-31073, Instrument No. 1994-06901, Instrument No. 1994-09886, Instrument No. 1994-29497, Instrument No. 1995-01043, Instrument No. 1997-06062, Instrument No. 1997-3283, Instrument No. 1999-40610, Instrument No. 2000-00933, and Instrument No. 2001-01342 in the Probate Office of Shelby County, Alabama (collectively referred to as the "Declaration");

**WHEREAS**, Courtside Development, Inc., an Alabama corporation (hereinafter referred to as "Declarant"), is the owner of additional real property (the "Subject Property") situated in Shelby County, Alabama, which is proposed to be developed as part of Brook Highland, and which is more particularly described in the Plat of Brook Highland 26th Sector, First Addition, as recorded in Map Book 45, Page 28 in the Probate Office of Shelby County, Alabama ("Record Map");

**WHEREAS**, Declarant desires to submit the Subject Property to the Declaration in accordance with and pursuant to Section 2.02 of the Declaration which permits the owner of any property, with the approval in writing of the Association (as defined in the Declaration), to



submit such property to the Declaration by filing a Supplementary Declaration to that effect in the Probate Office of Shelby County, Alabama; and

**NOW THEREFORE**, Declarant, together with Brook Highland Homeowners' Association, Inc. (the "Association") do, upon the recording hereof, declare and make the Subject Property and any portion thereof subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations of the Declaration, as amended hereby all of which are declared to be in furtherance of a plan for the use and improvement of the Subject Property in a desirable and uniform manner suitable in architectural design and for the enforcement of such uniform standards and the maintenance and preservation of the common amenities within the property subject to the Declaration.

#### ARTICLE I

Declarant and the Association in accordance with the authority vested in them under Section 2.02 of the Declaration hereby amend the Declaration with respect to the Subject Property as follows:

(a) The Declaration is hereby amended to declare an Easement for the use of the road designated as Club Place (Private Road) on the Record Map for ingress and egress and for the installation of utilities to and from, and for the benefit of, the Lots within the Subject Property by adding the following:

Road Easement. The Association hereby reserves and declares an easement over, across, and under the improved road designated as Club Place (Private Road) on the Record Map (the "Road") for the benefit of Lots numbered 1 through 11 in the Record Map (the "Benefitted Property"). Said Road shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions and conditions, all of which shall be construed as, and deemed to be covenants running with the land for the benefit of the Benefitted Property:

(a) The Road shall be used as an easement for ingress and egress for motor vehicles, bicycles and pedestrians over and across the Road. The term "motor vehicle" means an automobile, motorcycle, truck, trailer, or any other

vehicle operated on the roads in the State of Alabama used to transport persons or property and propelled by power other than muscular power, but the term does not include traction engines, road rollers, and such vehicles as run only upon a track.

(b) The Road shall also be used for the installation, maintenance, repair and replacement of utilities that benefit all or a portion of the Benefitted Property, including, without limitation, water, sanitary sewer, electric, gas, cable television and telephone; provided that all transmission, distribution and other lines and pipes shall be placed underground.

(c) The Road shall be for the benefit of the Benefitted Property for the use and enjoyment of the Owners of all or a portion of the Benefitted Property and their respective mortgagees, assignees, lessees, sublessees, licensees, contractors, subcontractors, agents, employees and other invitees.

(d) The Association shall maintain, repair, and replace the Road, including paving, gutters and related improvements, and shall have the right and easement to enter upon the Benefitted Property to maintain, repair and replace said improvements. The Owners of the Road and the Benefitted Property shall not construct or maintain any gates, fences, walls, curbs, or any other obstructions which will impair ingress and egress of motor vehicles, bicycles or pedestrians or the installation of utilities as herein provided, or otherwise interfere with the easements herein reserved. The Association shall maintain the Road in good repair and usable condition which shall include without limitation, the obligation to maintain all pavement in the Road in a level, smooth and even covered condition and to keep in repair any and all curbs, gutters and drainage facilities along the Road. The Owners of the Benefitted Property shall maintain all landscaped areas located on or about the Road in a clean and orderly condition, which shall include without limitation, mowing the grass, trimming the shrubbery and removing and replacing plants, and shall remove all papers, debris, filth and refuse from and among and along the Road to the extent reasonably necessary to keep the Road in a clean and orderly condition.

(e) The Road shall be deemed to be a Common Area as defined under the Declaration for the common use and enjoyment of the Owners of the Lots within the Property as provided in the Declaration. The Owners of the Benefitted Property shall be subject to Special Assessments in such amounts as are necessary for the Association to maintain and repair the Road as provided in subparagraph (g) hereof.

(f) The Road provides ingress and egress between the Subject Property and the road designated on the Record Map as Club Way (Private Road) ("Club Way"). Club Way is a private road that is subject to an easement which provides the Subject Property ingress and egress between the Road and Brook Highland Drive, a dedicated public road, under the terms of that certain Easement Agreement by and between Billy D. Eddleman, Douglas D. Eddleman, Eddleman Properties, Inc., and Courtside at Brook Highland Association, Inc., recorded as

instrument 2002051000223870 in the Probate Office of Shelby County, Alabama (the "Club Way Easement"). The terms and provisions of the Club Way Easement require the owners of the Benefitted Property and the other property that is entitled to use Club Way to share in the cost of maintaining, repairing and replacing the road and other improvements subject to the Club Way Easement by paying assessments imposed under the terms of the Club Way Easement and further provides that the assessments may be assumed by a homeowners association which has the right to assess its owners for the maintenance of common property. The Association hereby assumes the obligations of the Owners of the Subject Property to pay assessments under the Club Way Easement and shall assess the Owners of Lots within the Subject Property in such amounts as are necessary to pay such assessments as provided in subparagraph (g) hereof.

(g) The Association shall levy a special Assessment against the Owners of Lots in the Subject Property, in equal shares, for the purpose of paying the cost of the Association for the maintenance, repair and replacement of the Road as provided in subparagraph (d) hereof and paying the assessments under the Club Way Easement assumed by the Association as provided in subparagraph (f) hereof. Such assessments shall be deemed special Assessments imposed only against the Owners of Lots within the Subject Property in accordance with Section 4.04 of the Declaration.

(b) The Declaration is hereby further amended to exempt the Subject Property from the requirements of Section 7.03(a) and Section 7.03(b) of the Declaration and to declare that the Subject Property shall be subject to the following restrictions on the size and location of structures:

Subject to the minimum building set backlines which may from time to time be imposed on the Subject Property by governmental authorities having jurisdiction over the Subject Property, there shall be no fixed building set back lines with respect to any Lot. The building site for a structure shall be approved by the ARB after consideration of privacy, view and preservation of trees with respect to the residential buildings situated directly behind and directly beside the structure to be constructed on the Lot. The ARB reserves the right to control absolutely and to solely decide the precise site and location of any structure on a Lot within the Subject Property and shall not be required to approve the construction of any structure in strict compliance with the set back lines of the applicable governmental authority.

There shall be no specific height limitations or size restrictions for residential structures to be constructed on a Lot within the Subject Property. The ARB reserves the right to approve the height and size of any residential structure to be constructed on a Lot within the Subject Property based on the compatibility

of the appearance of such structure with structures on other Lots within and adjacent to the Subject Property.

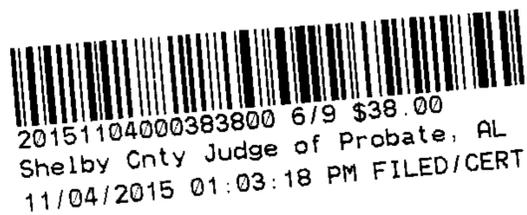
## ARTICLE II

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

## ARTICLE III

The Association has joined in the execution of this Supplemental Declaration for the purpose of evidencing its written approval of the submission of the Subject Property to the Declaration as herein provided and does hereby authorize the filing of this Supplemental Declaration with the Office of the Judge of Probate of Shelby County, Alabama. No other consent or approval is required for the submission of the Subject Property to the Declaration as herein provided.

[Signatures on following page.]



IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed  
as of the 3 day of NOVEMBER, 2015.

**DECLARANT:**

**COURTSIDE DEVELOPMENT, INC.**  
an Alabama corporation

By: Daymond Edleman  
Its: PRESIDENT

**BROOK HIGHLAND HOMEOWNERS'  
ASSOCIATION, INC.,**  
an Alabama nonprofit corporation

By: Daymond Edleman  
Its: PRESIDENT



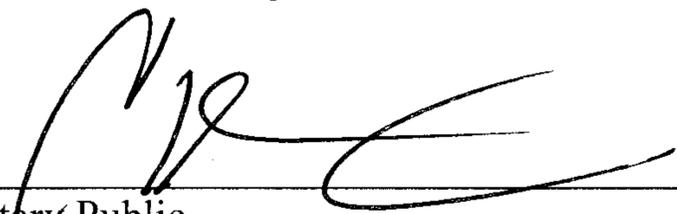
20151104000383800 7/9 \$38.00  
Shelby Cnty Judge of Probate, AL  
11/04/2015 01:03:18 PM FILED/CERT

STATE OF ALABAMA )

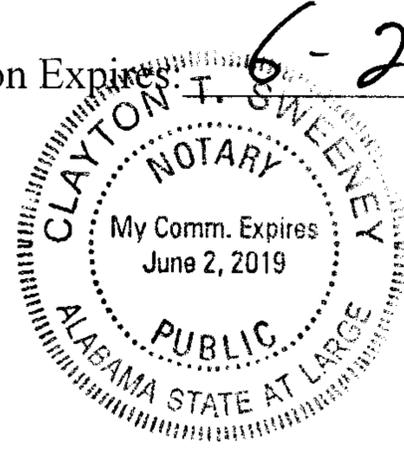
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as President of Courtside Development, Inc., an Alabama corporation, is signed to the foregoing Supplementary Declaration of Protective Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Supplementary Declaration of Protective Covenants, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office this 3<sup>rd</sup> day of November 2015.

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

My Commission Expires 6-2-2019



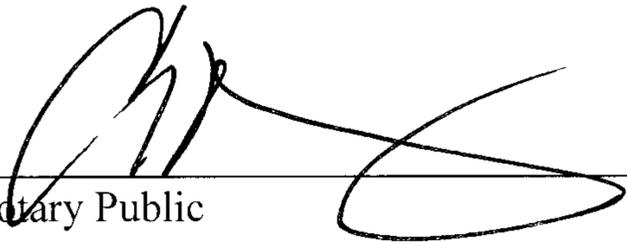
  
20151104000383800 8/9 \$38.00  
Shelby Cnty Judge of Probate, AL  
11/04/2015 01:03:18 PM FILED/CERT

STATE OF ALABAMA )

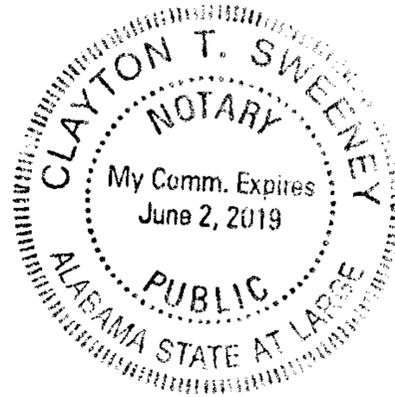
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President of Brook Highland Homeowners' Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing Supplementary Declaration of Protective Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Supplementary Declaration of Protective Covenants, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office this 3<sup>rd</sup> day of November 2015.

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

My Commission Expires: 6-2-2019



  
20151104000383800 9/9 \$38.00  
Shelby Cnty Judge of Probate, AL  
11/04/2015 01:03:18 PM FILED/CERT