

This instrument was prepared by:

**Jack P. Stephenson, Jr.
Burr & Forman LLP
420 N. 20th Street, Suite 3400
Birmingham, Alabama 35203**

**STATE OF ALABAMA)
COUNTY OF SHELBY)**

**SUPPLEMENTARY DECLARATION AND AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HIGHLAND LAKES,
A RESIDENTIAL SUBDIVISION
WITH RESPECT TO FIRST SECTOR**

KNOW ALL MEN BY THESE PRESENTS THAT,


WHEREAS, Highland Lakes Development, Ltd. ("Developer") and Highland Lakes Residential Association, Inc. (the "Association") previously filed a Declaration of Covenants, Conditions and Restrictions in the Probate Office of Shelby County, Alabama, recorded on March 4, 1994, as Instrument Number 1994-07112 (the "Original Declaration") with respect to certain real property situated in Shelby County, Alabama, which is part of a residential subdivision known as Highland Lakes, A Residential Subdivision (the "Development"), and which is more particularly described in the Plat of Highland Lakes, First Sector, as recorded in Map Book 18, at pages 37A-G inclusive in the Probate Office of Shelby County, Alabama;

WHEREAS, Developer owns certain additional real property situated in Shelby County, Alabama, which is proposed to be developed as part of the Development, and which is more particularly described on Exhibit A attached hereto (the "Subject Property");

WHEREAS, Developer has created the Association pursuant to the Declaration of Easements and Master Protective Covenants for Highland Lakes recorded as Instrument Number 1994-07111 in the Probate Office of Shelby County, Alabama, as amended by the documents recorded as Instrument Number 1996-17543 and Instrument Number 1999-31095 and in said office (the "Master Covenants"), for the purpose of maintaining certain lakes (the "Lakes") and other property located adjacent to or near the Subject Property which is intended to be for the non-exclusive use and benefit of the owners of the Development (the "Common Areas"), regulating the use of the Lakes and Common Areas, and levying assessments for the maintenance, preservation and regulation of the Common Areas and the Lakes;

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

NOW THEREFORE, the Developer and the Association (collectively the "Declarants"), do, upon the recording hereof, declare and make the Subject Property and any portion thereof subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations of the Original Declaration and the Master Covenants, as each has been heretofore amended and as amended hereby, all of which are declared to be in furtherance of a plan for the use and improvement of the Subject Property in a desirable and uniform manner and for the maintenance, preservation, and regulation of the Lakes and Common Areas within the property subject to the Original Declaration and the Master Covenants.


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ARTICLE I

The Declarants hereby reaffirm and restate the terms and provisions of the Original Declaration and the Master Covenants in their entirety without any change whatsoever, except as follows:

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

2. It is the intention of the Developer to submit the Subject Property to the Original Declaration as Additional Property pursuant to Section 2.2 of the Original Declaration so that the Subject Property will be part of the Property (as defined in the Original Declaration) and the members of the ARC (as defined in the Original Declaration) will be members of the Association.

3. The Subject Property shall be subject in all respects to the Original Declaration and the Master Covenants except that the following covenants shall be binding upon the Subject Property and shall modify the Original Declaration with respect to the Subject Property:

(a) The Original Declaration is hereby amended to exempt the Subject Property from the requirements of Section 6.7 of the Original Declaration and to declare that the Subject Property shall be subject to the following restrictions on the size of structures:

There shall be no specific height limitations or size restrictions for residential structures to be constructed on a Lot within the Subject Property. The ARC 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.

(b) The provisions of Section 2 of Article I of this Supplementary Declaration shall be applicable to the Subject Property and shall modify the Original Declaration with respect to the Subject Property in accordance with Section 2.2 of the Original Declaration.

4. The Subject Property has not been subdivided into Lots. The Master Plan for the Development, as approved by applicable governmental authorities, contemplates the subdivision of the Subject Property into Lots in accordance with applicable state and local laws and regulations for the subdivision of real property. Developer intends to subdivide the Subject Property into Lots substantially in accordance with the Master Plan by applying for approval of a subdivision plat with respect to all or part of the Subject Property and by recording the approved subdivision plat in the Probate Office of Shelby County, Alabama, as permitted by Section 2.6 of the Master Covenants and Section 2.6 of the Original Declaration. The undivided portion of the Subject Property shall be treated as a single Lot for purposes of Article IV of the Master Covenants and Section 5.2 of the Original Declaration. No assessments shall be due on any Lot owned by the Developer in the Subject Property. Assessments on individual Lots within the Subject Property shall commence in accordance with Section 6.3 of the Master Covenants upon the conveyance of the Lot to a person other than the Developer.

5. Developer reserves the right to harvest timber on any portion of the Subject Property that has not been subdivided into Lots pursuant to a recorded subdivision plat.

ARTICLE II

Declarants hereby declare that said provisions of the Original Declaration and Master Covenants as so amended shall run with the land and be binding upon, and shall inure to the benefit of, the 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 Supplementary Declaration for the purpose of evidencing its written approval of the submission of the Subject Property to the Original Declaration and Master Covenants as herein provided and does hereby authorize the filing of this Supplementary Declaration with the Office of the Judge of Probate of Shelby County, Alabama.

[Signatures on following pages]

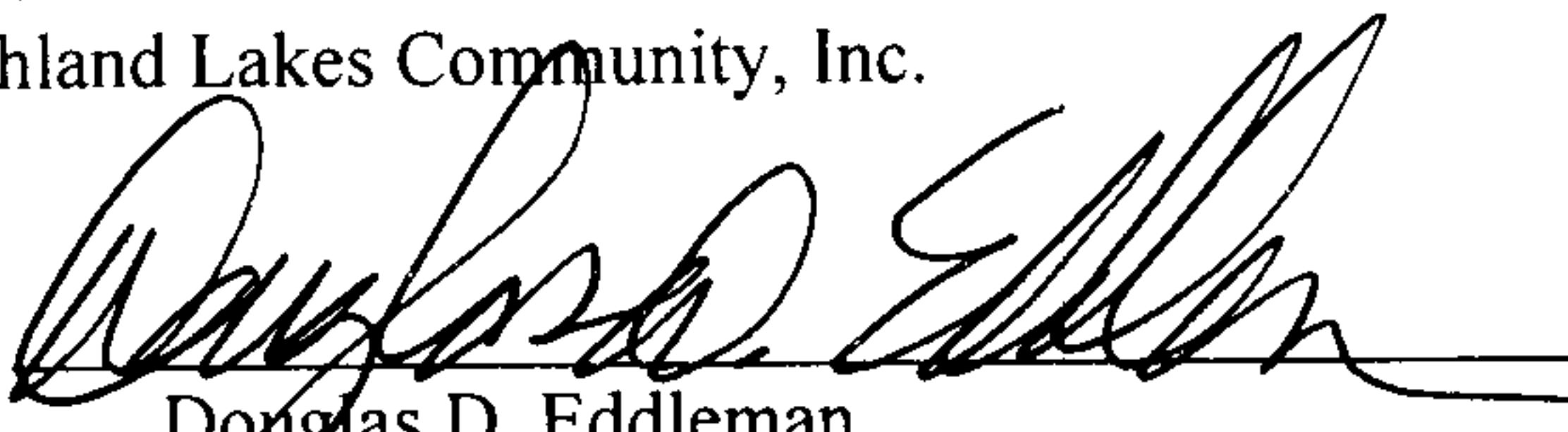


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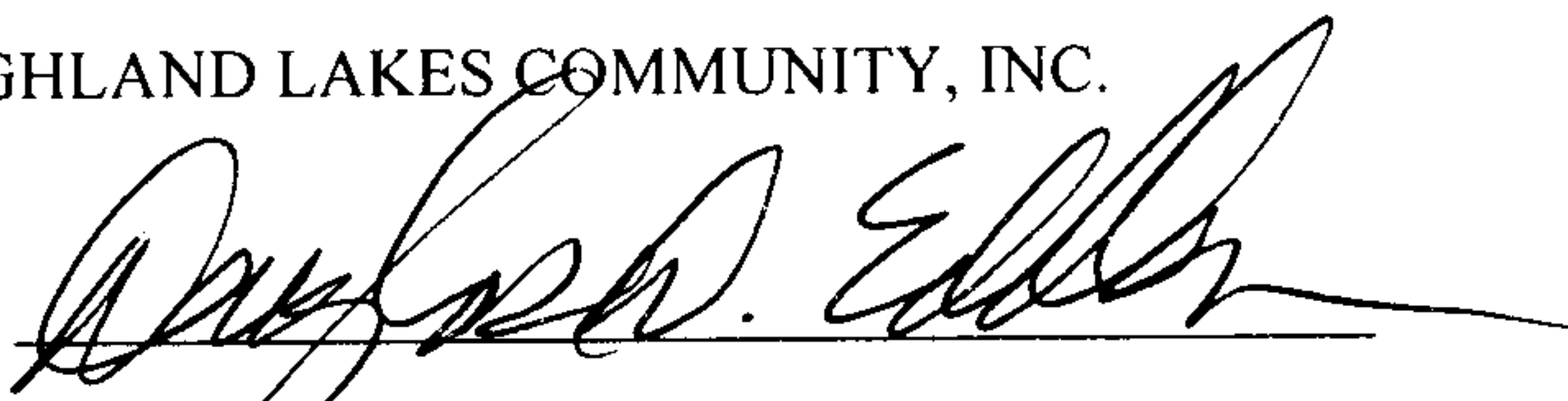
IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the 29th
day of December, 2015.

DECLARANTS:

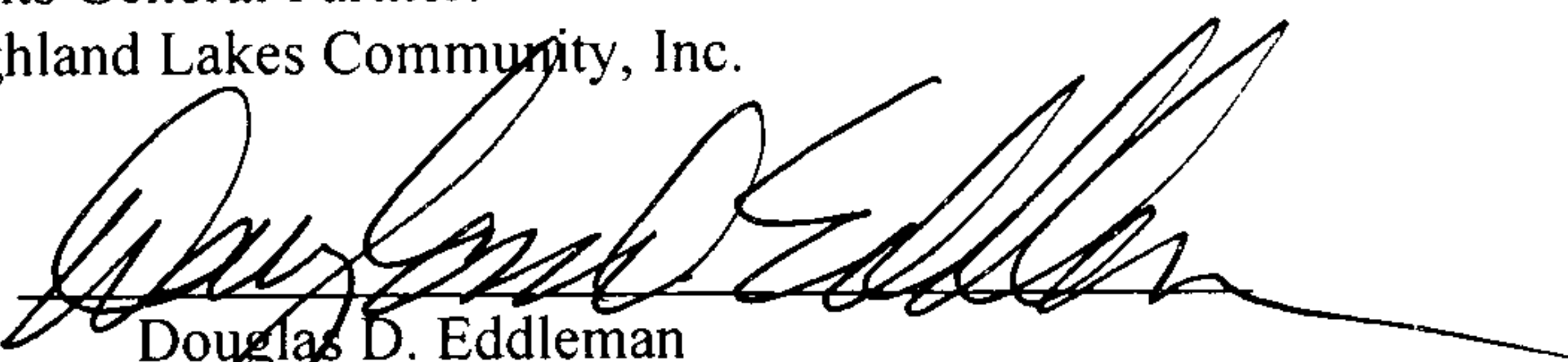
HIGHLAND LAKES DEVELOPMENT, LTD.,
an Alabama limited partnership,
By its General Partner:
Highland Lakes Community, Inc.

By: 
Douglas D. Eddleman
President

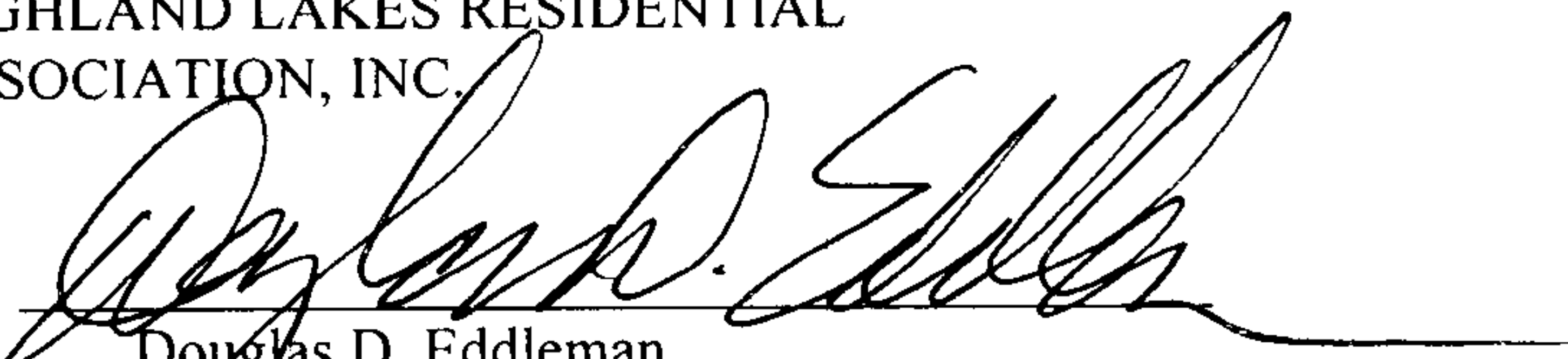
HIGHLAND LAKES COMMUNITY, INC.


By: 
Douglas D. Eddleman
President

HIGHLAND LAKES PROPERTIES, LTD.,
an Alabama limited partnership,
By its General Partner:
Highland Lakes Community, Inc.

By: 
Douglas D. Eddleman
President

HIGHLAND LAKES RESIDENTIAL
ASSOCIATION, INC.

By: 
Douglas D. Eddleman
President


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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as President of Highland Lakes Community, Inc., a corporation, as General Partner for Highland Lakes Development, Ltd., a limited partnership, is signed to the foregoing Supplementary Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Supplementary Declaration, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as General Partner as aforesaid.

Given under my hand and official seal of office this 29th day of December, 2015.

Anna C. McConally
Notary Public
My Commission Expires: June 29, 2018

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

Given under my hand and official seal of office this 29th day of December, 2015.

Anna C. McConally
Notary Public
My Commission Expires: June 29, 2018

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

Given under my hand and official seal of office this 29th day of December, 2015.

Anna C. McConally
Notary Public
My Commission Expires: June 29, 2018



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EXHIBIT A

DESCRIPTION OF SUBJECT PROPERTY

PARCEL I

PARCEL I DESCRIPTION - PROPERTY OWNED BY HIGHLAND LAKES DEVELOPMENT, LTD.

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 1 WEST; THENCE RUN NORTH 00°47'05" WEST ALONG THE WEST LINE OF SAID 1/4 - 1/4 SECTION FOR 1002.69 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE RUN NORTH 89°15'42" WEST FOR 1161.04 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OAK DRIVE; THENCE RUN NORTH 27°04'10" EAST ALONG THE EASTERLY RIGHT-OF-WAY OF OAK DRIVE FOR 371.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 163, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, AS RECORDED IN MAP BOOK 18, PAGE 37; THENCE RUN SOUTH 89°20'35" EAST ALONG THE SOUTH LINE OF LOTS 163, AND 164 FOR 325.46 FEET TO A POINT ON THE EASTERLY LINE OF LOT 164 OF SAID SURVEY; THENCE RUN NORTH 01°26'02" WEST ALONG THE EAST LINE OF SAID LOT 164 FOR 226.18 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 167 OF SAID SURVEY; THENCE RUN SOUTH 61°14'38" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 167 FOR 130.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 167; THENCE RUN NORTH 14°51'46" EAST ALONG THE EASTERLY LINE OF SAID LOT 167 FOR 201.43 FEET TO THE SOUTHWEST CORNER OF LOT 168 OF SAID SURVEY; THENCE RUN NORTH 86°57'09" EAST ALONG THE SOUTHERLY LINE OF LOT 168 FOR 194.19 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HIGHLAND LAKES COURT; THENCE RUN SOUTH 65°34'39" EAST FOR 71.24 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SAID ROAD AND THE SOUTHWEST CORNER OF LOT 169 OF SAID SURVEY; THENCE RUN SOUTH 89°12'42" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 169 FOR 336.75 FEET TO A POINT ON THE WESTERLY LINE OF LOT 170 OF SAID SURVEY; THENCE RUN SOUTH 15°24'04" EAST ALONG THE WESTERLY LINE OF SAID LOT 170 FOR 76.99 FEET TO THE SOUTHWEST CORNER OF LOT 170; THENCE RUN SOUTH 54°31'08" EAST ALONG THE SOUTHERLY LINE OF LOT 170, AND 171 OF SAID SURVEY FOR 470.52 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 171; SAID POINT LYING ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 1 WEST SHELBY COUNTY ALABAMA; THENCE RUN NORTH 89°20'17" WEST AND ALONG THE NORTH LINE OF SAID 1/4 -1/4 SECTION FOR 497.01 FEET TO THE NORTHWEST CORNER OF SAID 1/4-1/4 SECTION; THENCE RUN SOUTH 00°74'05" EAST AND ALONG THE WEST LINE OF SAID 1/4- 1/4 SECTION FOR 334.53 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 15.17 ACRES MORE OR LESS.



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