


RELEASE OF LAND FROM DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS

STATE OF ALABAMA
COUNTY OF SHELBY


20161025000392530 1/6 \$30.00
Shelby Cnty Judge of Probate, AL
10/25/2016 03:00:38 PM FILED/CERT

WHEREAS, Lois Huckaby executed the Master Declaration of Covenants, Conditions, Reservations and Restrictions applicable to Indian Lake Estates dated September 26, 1995, which were filed of record in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument number 1995-31865 (hereinafter referred to as the Declaration);

WHEREAS, in executing the Declaration, Lois Huckaby subjected certain real property located in Shelby County Alabama to the Covenants, Conditions, Reservations and Restrictions contained in said Declaration and those lands were therein referred to as the "Huckaby Property."

WHEREAS, the Revised Master Declaration of Covenants, Conditions, Reservations and Restrictions were filed of record on October 13, 1998 in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument number 1998-39829 (the "Revised Declaration");

WHEREAS, the Declaration and the Revised Declaration directed in Recital 3 on page 1 as follows:

"The Declarant and the Owners have deemed it desirable that an agency be created to which certain powers should be delegated and assigned. The powers shall include maintaining and administering the Lake and facilities on the Lake and disbursement of the assessments and charges hereinafter imposed. Accordingly, the Declarant and the Owners have caused to be incorporated under the law of the State of Alabama as a non-profit, non-stock corporation the Huckaby Lake Homeowners' Association, Inc. (the "Association"), organized for the purpose of exercising the aforesaid functions."

WHEREAS, Huckaby Lake Homeowners' Association, Inc., was incorporated on the 9th day of February 1993 and its Articles of Incorporation were filed in the Office of the Judge of Probate of Shelby County, Alabama on February 22, 1993 in Instrument number 1993-05097 (the "Association").

WHEREAS, Article III, Section 2 of the Declaration sets out the Declarant (Lois Huckaby) as a Class B member of the Association. It reads in part as follows:

“Class B. The Class B Member shall be the Declarant, which shall be entitled to the total number of votes equal to the number of acres constituting the Huckaby Property. The Declarant’s Class B membership and its accompanying voting rights shall cease and terminate when the Declarant, in its sole discretion, determines to withdraw from Class B membership in the Association and so notifies the Association in writing or when the Huckaby Property is no longer owned by the Declarant or her heirs or descendants, in which event the Owner or Owners of the Huckaby Property shall convert to Class A membership and be entitled to one-vote for each lot owned (i.e., for each acre or fractional acre of land owned).”

WHEREAS, Article III, Section 2 of the Revised Declaration sets out the Declarant (Lois Huckaby) as a Class B member of the Association. It reads in part as follows:

“Class B. The Class B Member shall be the Declarant, which shall be entitled to the total number of votes equal to the number of acres constituting the Huckaby Property. The Declarant’s Class B membership and its accompanying voting rights shall cease and terminate when the Declarant, in its sole discretion, determines to withdraw from Class B membership in the Association and so notifies the Association in writing or when the Huckaby Property is no longer owned by the Declarant or her heirs or descendants, in which event the Owner or Owners of the Huckaby Property shall convert to Class A membership.”

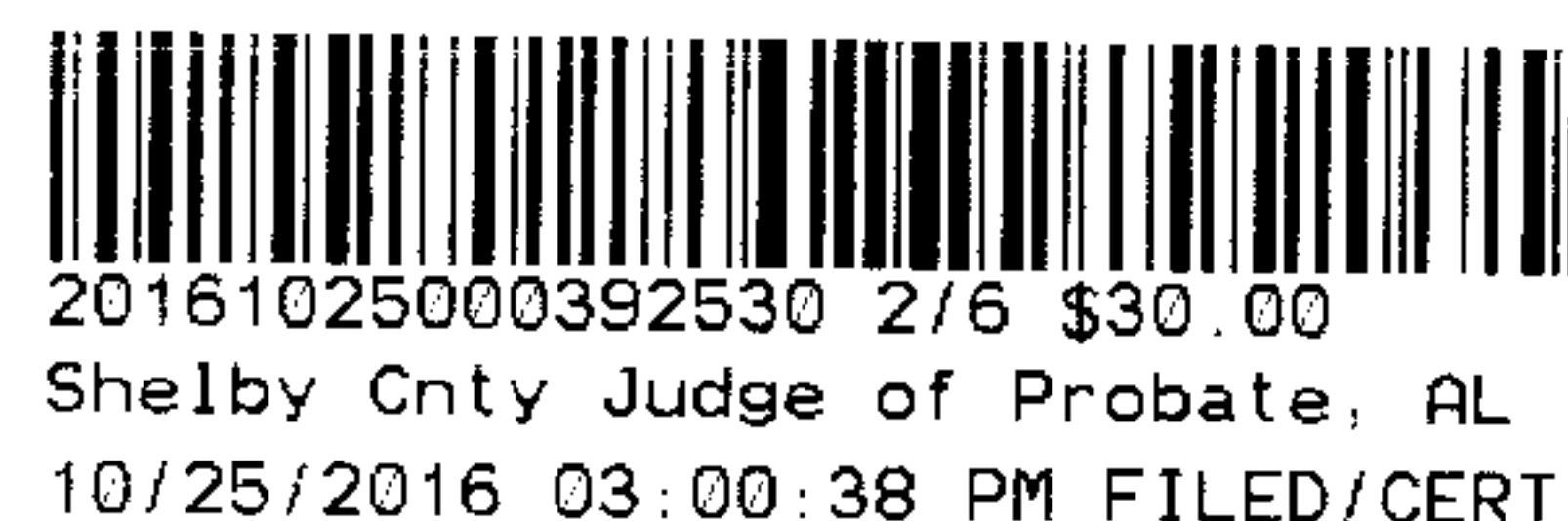
WHEREAS, Lois Huckaby conveyed the “Huckaby Property” to Lois G. Huckaby, Trustee, or Her Successors in Trust, under the Huckaby Real Estate Trust, dated November 15, 2005, by deeds recorded in the office of the Judge of Probate of Shelby County, Alabama, in instruments numbered 20051207000634270, 20060322000134460, 20070215000070670 & 20070215000070680.

WHEREAS, Lois Huckaby died on or about May 5, 2013.

WHEREAS, Regions Bank is the successor trustee of the Huckaby Real Estate Trust.

WHEREAS, Regions Bank, an Alabama banking corporation, acting in its capacity as Successor Trustee of the Huckaby Real Estate Trust conveyed to Church of the Highlands, Inc., the real property described in Exhibit A which is attached hereto and made a part herein by reference thereto.

WHEREAS, the real property described in Exhibit A is the same property as two of the Huckaby Properties identified on Exhibit B of the Declaration therein described as “95 11-7-36-1-001-021 Rental Property” and as “95 11-7-36-1-001-013.002 Small Parcel.”



WHEREAS, the real property described in Exhibit A attached hereto is subject to the Declaration and its owner is a Class A member of the Huckaby Lake Homeowners' Association.

WHEREAS, the Article III of the Articles of Incorporation set forth the Purpose of the Association as follows:

"The purposes for which the corporation is organized are to maintain, protect and preserve the quality and value of Huckaby Lake thereby making Huckaby Lake a premiere residential recreational facility for the use and enjoyment of its members while increasing the quality of life for the families that live there."

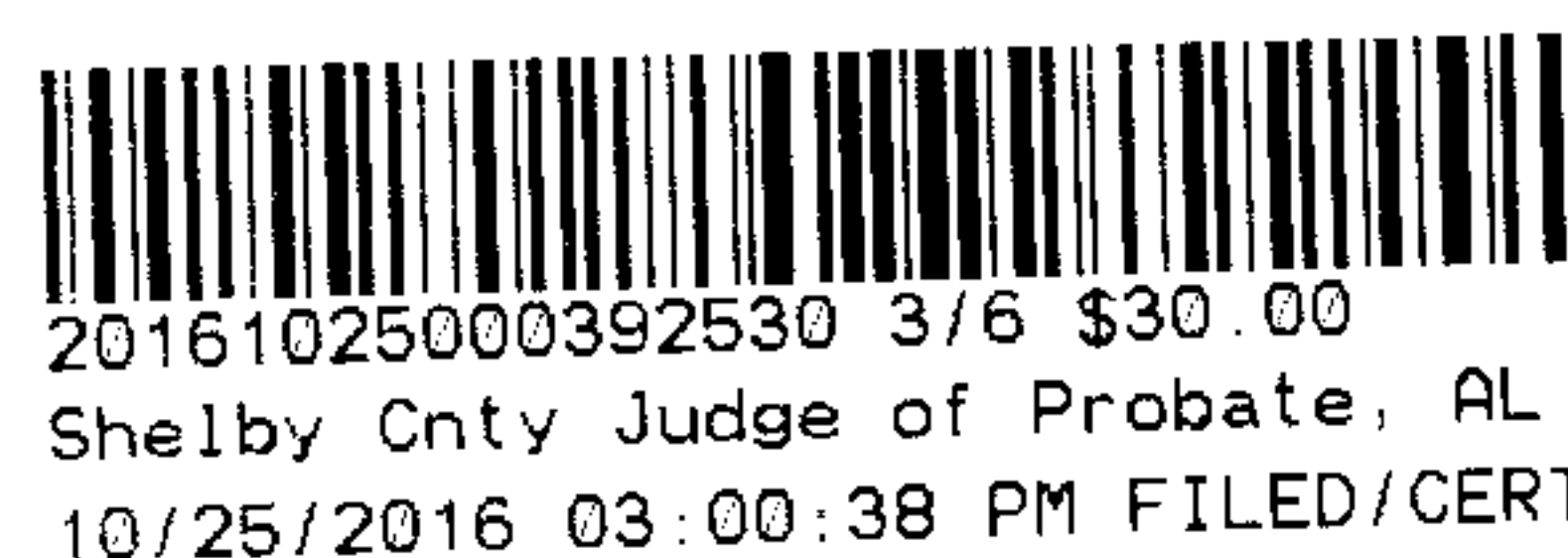
WHEREAS, the nature and use of the land described in Exhibit A attached hereto has changed from residential to commercial by virtue of the removal of the residential improvements thereon and the paving and landscaping of the land for a parking lot for the Church of the Highlands, Inc.'s facility on land abutting thereto.

WHEREAS, the Church of the Highlands, Inc., desires that the land be released from the Conditions, Covenants, Reservations and Restrictions of the Declaration and desires to relinquish the privileges and benefits of membership in the Huckaby Lake Homeowners's Association, Inc.

WHEREAS, the Huckaby lake Homeowners' Association, Inc., desires to release the Church of the Highlands, Inc., from the Conditions, Covenants, Reservations and Restrictions of the Declaration and to remove the Church of the Highlands, Inc., from the membership role of the Huckaby Lake Homeowners's Association, Inc.

NOW THEREFORE, for valuable consideration, the Church of the Highlands, Inc., and the Huckaby Lake Homeowners' Association, Inc., agree as follows:

1. That the land described on Exhibit A shall be and hereby is no longer subject to the obligations set forth in the Master Declaration of Covenants, Conditions, Reservations and Restrictions applicable to Indian Lake Estates dated September 26, 1995, filed of record in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument number 1995-31865 as amended by the Revised Master Declaration of Covenants, Conditions, Reservations and Restrictions filed of record on October 13, 1998 in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument number 1998-39829.
2. That the land described on Exhibit A shall be and hereby is no longer a beneficiary of the privileges and benefits as set out in the Master Declaration of Covenants, Conditions, Reservations and Restrictions applicable to Indian Lake Estates dated September 26, 1995, filed of record in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument number 1995-31865 as amended by the Revised Master Declaration of Covenants, Conditions, Reservations and Restrictions filed of record on October 13, 1998 in the Office of

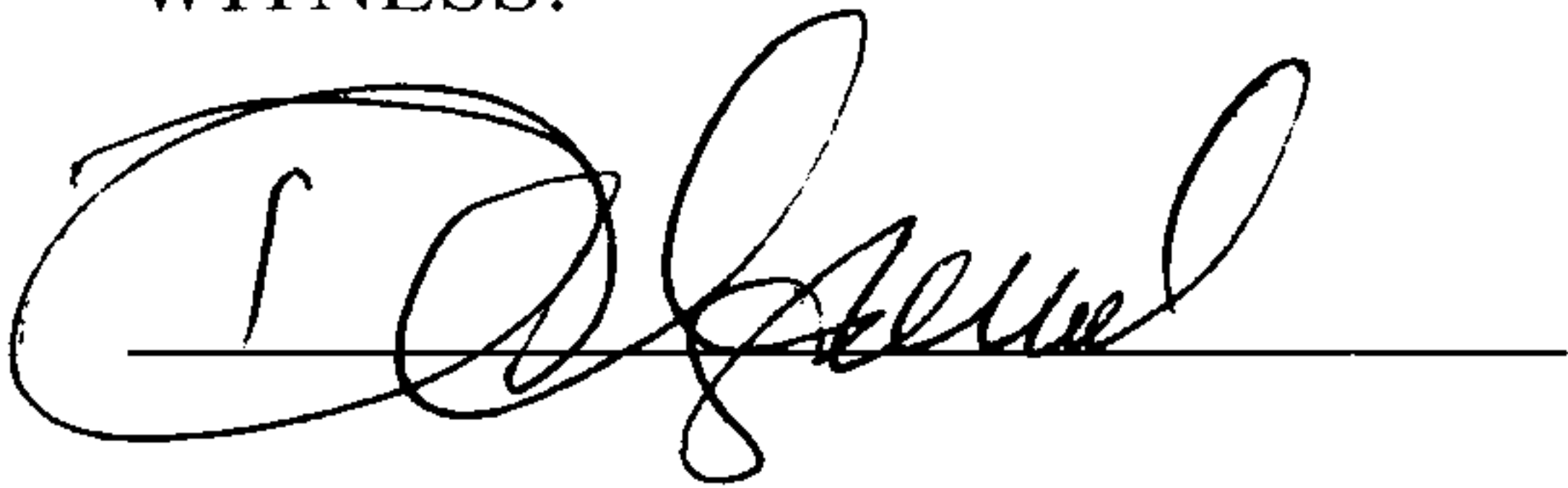


the Judge of Probate of Shelby County, Alabama, in Instrument number 1998-39829.

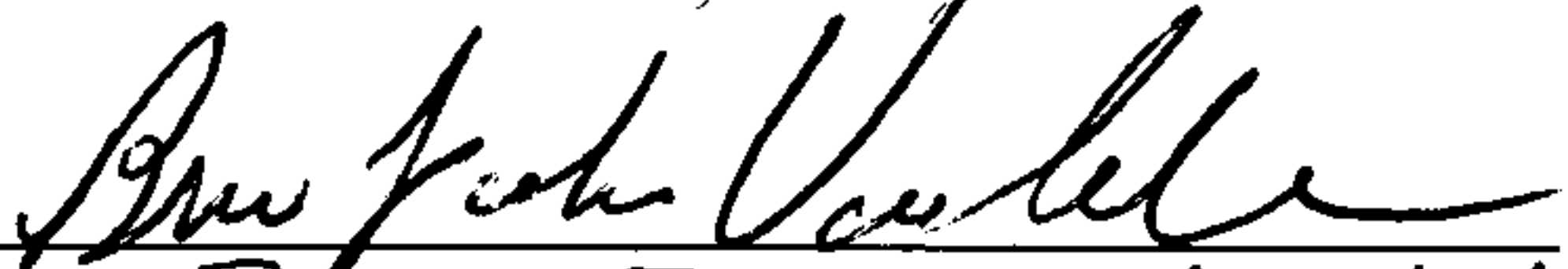
3. That the Church of the Highlands, Inc., and its successors and/or assigns, shall be and hereby is removed from the roles of membership of the Huckaby Lake Homeowners' Association, Inc., and is hereby released from any obligations of payment of dues and assessments, and all other obligations, whether past, present or future, arising from the Declaration, the Revised Declaration and/or the Articles of Incorporation of the Huckaby Lake Homeowners' Association, Inc.
4. That the Huckaby Lake Homeowners' Association, Inc., and its successors and/or assigns, is hereby released from any obligation, whether said obligation is past, present or future, to offer or provide any privileges and/or benefits to the Church of the Highlands, Inc., and/or its successors and/or assigns.
5. Said releases shall inure to the benefit of the officers, managers, directors, employees and/or all members of the Huckaby Lake Homeowners' Association Inc., and the Church of the Highlands, Inc., and its successors and/or assigns.
6. The parties hereto agree to indemnify and hold harmless the other, their successors and/or assigns from any loss or claim arising, whether now or in the future, from said benefit of membership and/or obligations associated therewith.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this the 27 day of Sept 2016.

WITNESS:



HUCKABY LAKE HOMEOWNERS'
ASSOCIATION, INC.


By: Bruce John VanArsdale
Its: President


STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that Bruce John VanArsdale, whose name as President of the Huckaby Lake Homeowners' Association, Inc., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, her/she as President with full authority executed the same voluntarily for and as the act of the Huckaby Lake Homeowners' Association, Inc.

Given under my hand and seal this 27 day of Sept 2016.


SEAL


Notary Public
My Commission Expires: 9-8-19


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WITNESS:

CHURCH OF THE HIGHLANDS, INC.

By: 
Its: RONALD BENNETT
EXECUTIVE ADMINISTRATOR

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that RONALD BENNETT, whose name as Executive Administrator of the Church of the Highlands, Inc., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she as Executive Administrator with full authority executed the same voluntarily for and as the act of the Church of the Highlands, Inc.

Given under my hand and seal this 29th day of AUGUST 2016.

SEAL


Notary Public
My Commission Expires: 6-10-2018

THIS INSTRUMENT PREPARED BY:

David A. Bedgood

P. O. Box 360234

Birmingham, Alabama 35236

david@bedgoodlaw.com



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EXHIBIT A

A parcel of land situated in the Northwest Quarter of the Northeast Quarter of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found PK nail marking the Southwest Corner of the Northwest Quarter of the Northeast Quarter of said Section 36; thence run South 89 degrees 10 minutes 29 seconds East along the South line of said Quarter-Quarter for a distance of 62.54 feet to a set 5/8 inch capped rebar stamped CA-560LS being the Point of Beginning of the parcel herein described; thence leaving said Quarter-Quarter line run North 74 degrees 17 minutes 17 seconds West for a distance of 22.34 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point lying on a tangent curve to the right, said curve having a radius of 30.00 feet, a central angle of 74 degrees 46 minutes 27 seconds, a chord bearing of North 36 degrees 54 minutes 04 seconds West, and a chord distance of 36.43 feet; thence run along the arc of said curve for a distance of 39.15 feet to a set 5/8 inch capped rebar stamped CA-560LS; thence run North 00 degrees 29 minutes 09 seconds East for a distance of 553.54 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point lying on a tangent curve to the left, said curve having a radius of 106.33 feet, a central angle of 36 degrees 13 minutes 13 seconds, a chord bearing of North 17 degrees 37 minutes 27 seconds West, and a chord distance of 66.10 feet; thence run along the arc of said curve for a distance of 67.22 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point lying on the West line of said Quarter-Quarter; thence run North 00 degrees 20 minutes 12 seconds East along the West line of said Quarter-Quarter for a distance of 156.95 feet to a found 1 inch solid pipe; thence leaving said Quarter-Quarter line run North 68 degrees 20 minutes 52 seconds East for a distance of 46.31 feet to a found 1 & 1/2 inch open-top pipe; thence run North 69 degrees 21 minutes 01 seconds East for a distance of 30.88 feet to a found capped rebar stamped "Farmer"; thence run South 35 degrees 28 minutes 18 seconds East for a distance of 301.86 feet to a set 5/8 inch capped rebar stamped CA-560LS; thence run South 22 degrees 57 minutes 10 seconds West for a distance of 36.56 feet to a found capped rebar; thence run South 35 degrees 26 minutes 18 seconds East for a distance of 405.28 feet to set 5/8 inch capped rebar stamped CA-560LS, said point lying on the Northerly Right of Way of Highway 261 (R.O.W. Varies); thence run South 49 degrees 18 minutes 40 seconds West along said Right of Way for a distance of 351.25 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point lying on the South line of said Quarter-Quarter; thence leaving said Right of Way run North 89 degrees 10 minutes 29 seconds West along said South line for a distance of 143.72 feet to the Point of Beginning.



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