


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


20161025000392560 1/8 \$36.00
Shelby Cnty Judge of Probate, AL
10/25/2016 03:00:41 PM FILED/CERT

STATE OF ALABAMA
COUNTY OF SHELBY

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 on Exhibit B of said Declaration 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.”;

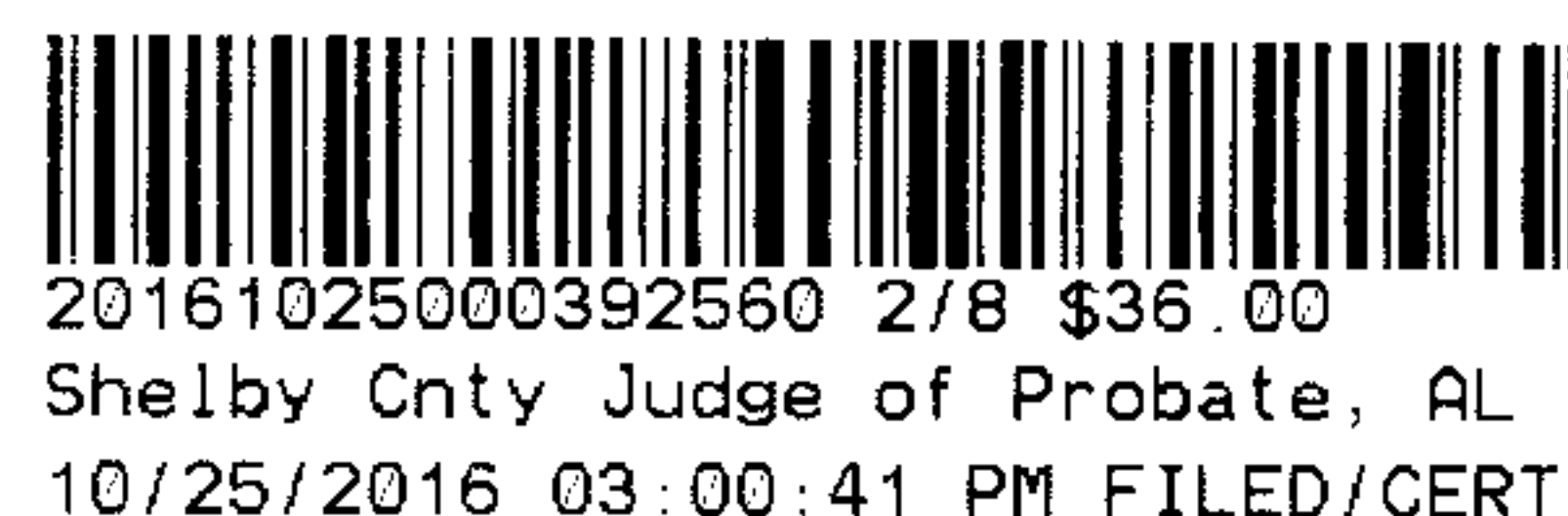
WHEREAS, Lois Huckaby conveyed the “Huckaby Property” to Lois G. Huckaby, Trustee, or Her Successors in Trust, under the Huckaby Real Estate Trust, dated November 15, 2005, by deeds recorded in the office of the Judge of Probate of Shelby County, Alabama, in instruments numbered 20051207000634270, 20060322000134460, 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, the real property described in Exhibit A, which is attached hereto and is made a part herein by reference thereto as if set out in full, is portions of two of the Huckaby Properties identified on Exhibit B of the Declaration therein described as “95 11-7-36-2-001-001 3442 Indian Lake Drive” and as “95 11-7-36-2-001-015 Pasture”;

WHEREAS, Regions Bank, an Alabama banking corporation, acting in its capacity as Successor Trustee of the Huckaby Real Estate Trust conveyed to Highpointe Investments, LLC, by deed recorded in instrument number 20140919000294110 the real property described in Exhibit A;



WHEREAS, the real property described in Exhibit A is subject to the Declaration and its owners are now Class A members of the Huckaby Lake Homeowners' Association by virtue of the conveyance to Highpointe Investments, LLC;

WHEREAS, prior to the conveyance of the land described in Exhibit A to Keeneland, LLC, and prior to the development of the said Keeneland Valley subdivision, Highpointe Investments, LLC, by and through its President and CEO, Connor Farmer, entered into an agreement with Huckaby Lake Homeowners' Association, Inc., in which Highpointe Investments, LLC, agreed that Keeneland Valley subdivision would not be part of the Association and the owners thereof would not be entitled to the rights, benefits and privileges of membership in the association;

WHEREAS, Highpointe Investments, LLC, conveyed to Keeneland, LLC, by deed recorded in Instruments Numbered 20140919000294130 the real property described in Exhibit A;

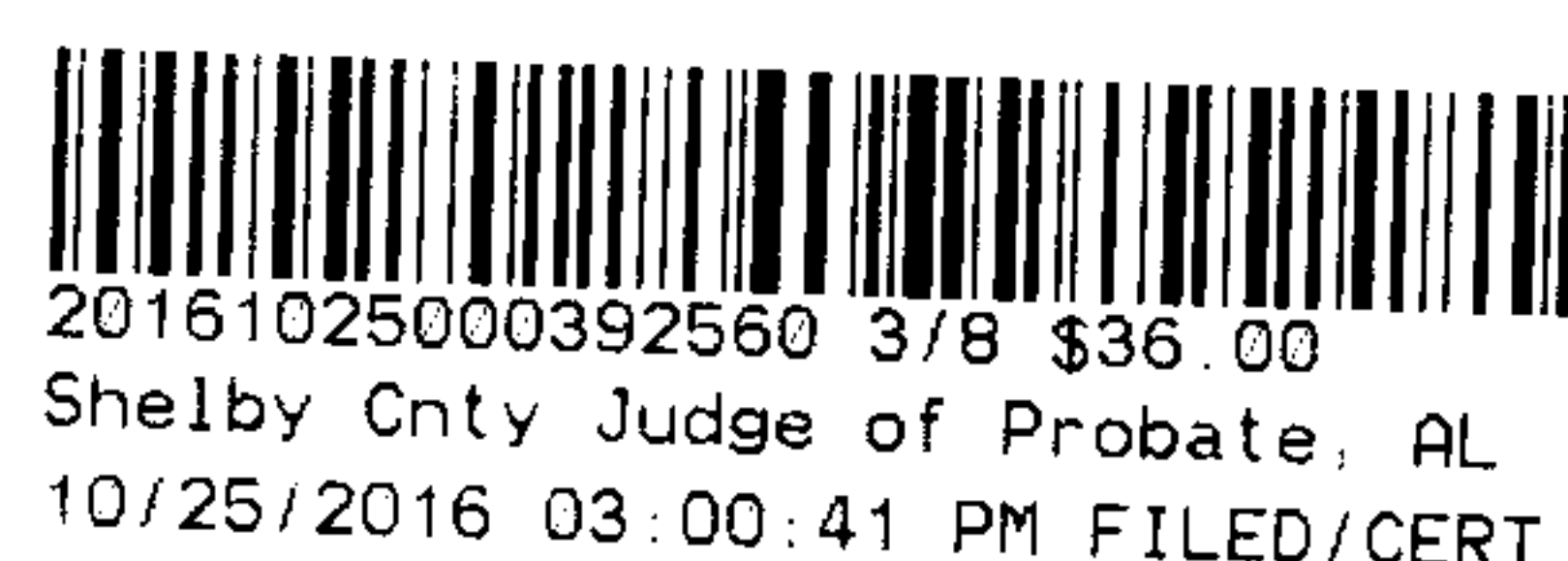
WHEREAS Keeneland, LLC, filed of record the Map or Plat of Keeneland Valley subdivision in Map Book 45 page 68 in the records of the Office of the Judge of Probate of Shelby County, Alabama, said subdivision being the same land as described in Exhibit A and consisting of public right-of-way now known as Keeneland Green, residential lots numbered one through forty-one and Common Areas referred to thereon as CA1 and CA2;

WHEREAS, Keeneland, LLC, conveyed to Harris Doyle Homes, Inc., by deed recorded in Instruments numbered 20160105000003920, 20160128000028880, 20160311000078740, 20160317000086450, 20160414000123410, 20160614000206070, 20160427000139530 & 20160819000298790, lots 1 through 41 according to the Survey of Keeneland Valley as recorded in Map book 45, Page 68 in the Probate Office of Shelby County, Alabama;

WHEREAS, Harris Doyle Homes, Inc., has conveyed lots 3, 7, 8, 17, 20, 21, 23, 26, 28, 32, 33, 34, 35, 36, 39 & 41 according to the Survey of Keeneland Valley as recorded in Map book 45, Page 68 in the Probate Office of Shelby County, Alabama by instruments recorded in 20160422000131910, 20160505000152400, 20160517000167920, 20160415000124810, 20160602000189680, 20160627000222850, 20160602000189770, 20160614000204330, 20160729000266190, 20160713000242930, 20160824000306230, 20160824000306400, 20160908000325880, 20160908000326170, 20160908000325820 & 20160902000320180 to various homeowners;

WHEREAS, Keeneland, LLC, currently retains ownership of Common Areas identified as CA1 & CA 2 on the Map or Plat of Keeneland Valley subdivision in Map Book 45 page 68 in the records of the Office of the Judge of Probate of Shelby County, Alabama;

WHEREAS, Harris Doyle Homes, Inc., currently retains ownership of lots 1, 2, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 22, 24, 25, 27, 29, 30, 31, 37, 38 & 40 of Keeneland Valley;



WHEREAS, Keeneland, LLC and Harris Doyle Homes, Inc., desire that the Real Property described on Exhibit A less and except Lots lots 3, 7, 8, 17, 20, 21, 23, 26, 28, 32, 33, 34, 35, 36, 39 & 41 according to the Survey of Keeneland Valley as recorded in Map Book 45, page 68 in the Probate Office of Shelby County, Alabama, be released from the Conditions, Covenants, Reservations and Restrictions of the Declaration and desire to relinquish the privileges and benefits of membership in the Huckaby Lake Homeowners' Association, Inc; &

WHEREAS, the Huckaby Lake Homeowners' Association, Inc., desires to release the Real Property described on Exhibit A less and except Lots lots 3, 7, 8, 17, 20, 21, 23, 26, 28, 32, 33, 34, 35, 36, 39 & 41 according to the Survey of Keeneland Valley as recorded in Map Book 45, page 68 in the Probate Office of Shelby County, Alabama from the Conditions, Covenants, Reservations and Restrictions of the Declaration and to remove the Keeneland, LLC and Harris Doyle Homes, Inc., from the membership role of Huckaby Lake Homeowners' Association, Inc.

NOW THEREFORE, for valuable consideration, the Keeneland, LLC, Harris Doyle Homes, Inc., and the Huckaby Lake Homeowners' Association, Inc., agree as follows:

1. That the Real Property described on Exhibit A less and except lots 3, 7, 8, 17, 20, 21, 23, 26, 28, 32, 33, 34, 35, 36, 39 & 41 according to the Survey of Keeneland Valley as recorded in Map Book 45, page 68 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 Real Property described on Exhibit A less and except lots 3, 7, 8, 17, 20, 21, 23, 26, 28, 32, 33, 34, 35, 36, 39 & 41 according to the Survey of Keeneland Valley as recorded in Map Book 45, page 68 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 Keeneland, LLC, its successors and/or assigns, shall be and hereby is removed from the role 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

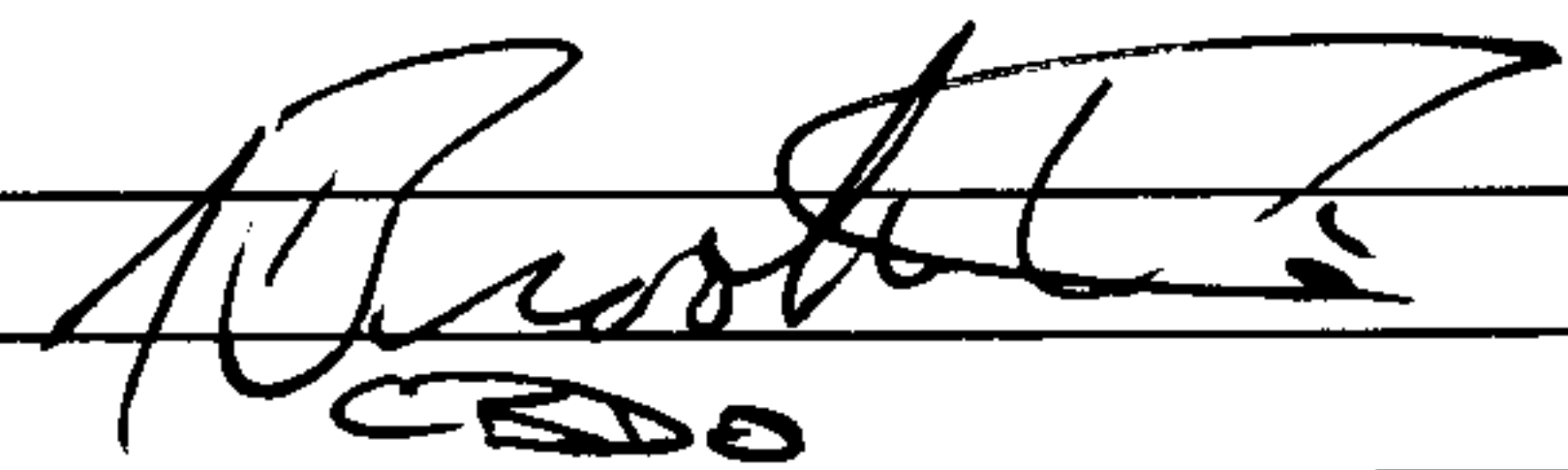
from the Declaration, the Revised Declaration and/or the Articles of Incorporation of the Huckaby Lake Homeowners' Association, Inc.

4. That Harris Doyle Homes, Inc., its successors and/or assigns, shall be and hereby is removed from the role 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.
5. That Huckaby Lake Homeowners' Association, Inc., its successors and/or assigns, is hereby released from any obligation, whether said obligation is past, present or future, to offer or provide any rights, privileges and/or benefits to the Keeneland, LLC, and/or its successors and/or assigns.
6. That Huckaby Lake Homeowners' Association, Inc., its successors and/or assigns, is hereby released from any obligation, whether said obligation is past, present or future, to offer or provide any rights, privileges and/or benefits to the Harris Doyle Homes, Inc., and/or its successors and/or assigns.
7. Said releases shall inure to the benefit of the officers, managers, directors, employees and/or all members of the Huckaby Lake Homeowners' Association Inc., Keeneland LLC & Harris Doyle Homes, Inc., their successors and/or assigns.
8. 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 benefits of membership and/or obligations associated therewith.

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

WITNESS: Ein Bingham

HARRIS DOYLE HOMES, INC.

By: 
Its; CBDO

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that J. Brooks Harris, whose name as CBDO of the Harris Doyle Homes, 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 CBDO with full authority executed the same voluntarily for and as



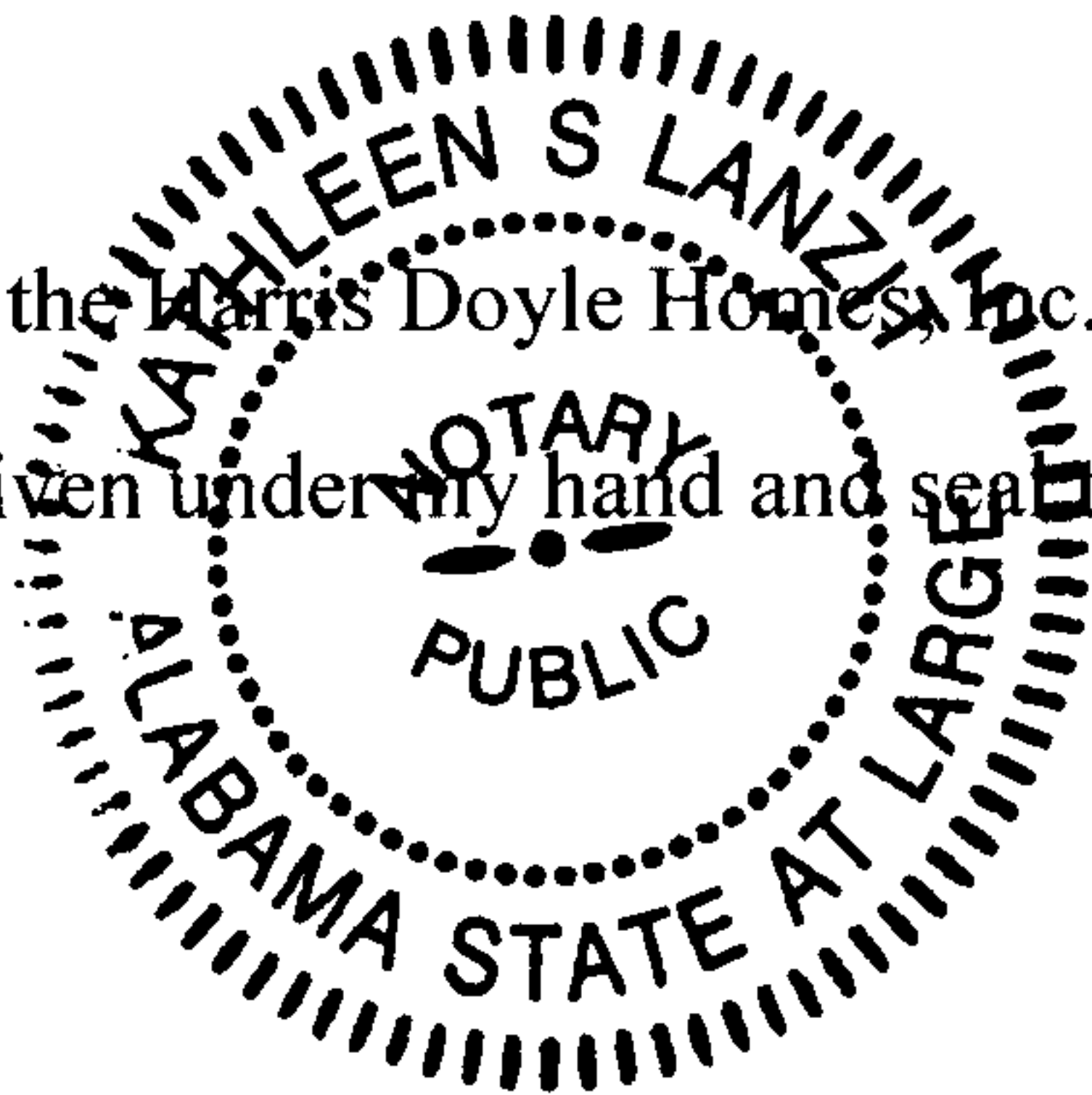
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the act of the Harris Doyle Homes, Inc.

Given under my hand and seal this

13 day of September 2016.

SEAL



Kathleen S. Lanzit

Notary Public

My Commission Expires: 10/4/2014

WITNESS: Elin Brigham

KEENELAND, LLC

By: [Signature]

Its; MEMBER

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that J. Brooks Harris, whose name as Member of the Keeneland, LLC, 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 Member with full authority executed the same voluntarily for and as the act of the Keeneland, LLC.

Given under my hand and seal this 13 day of September 2016.

SEAL

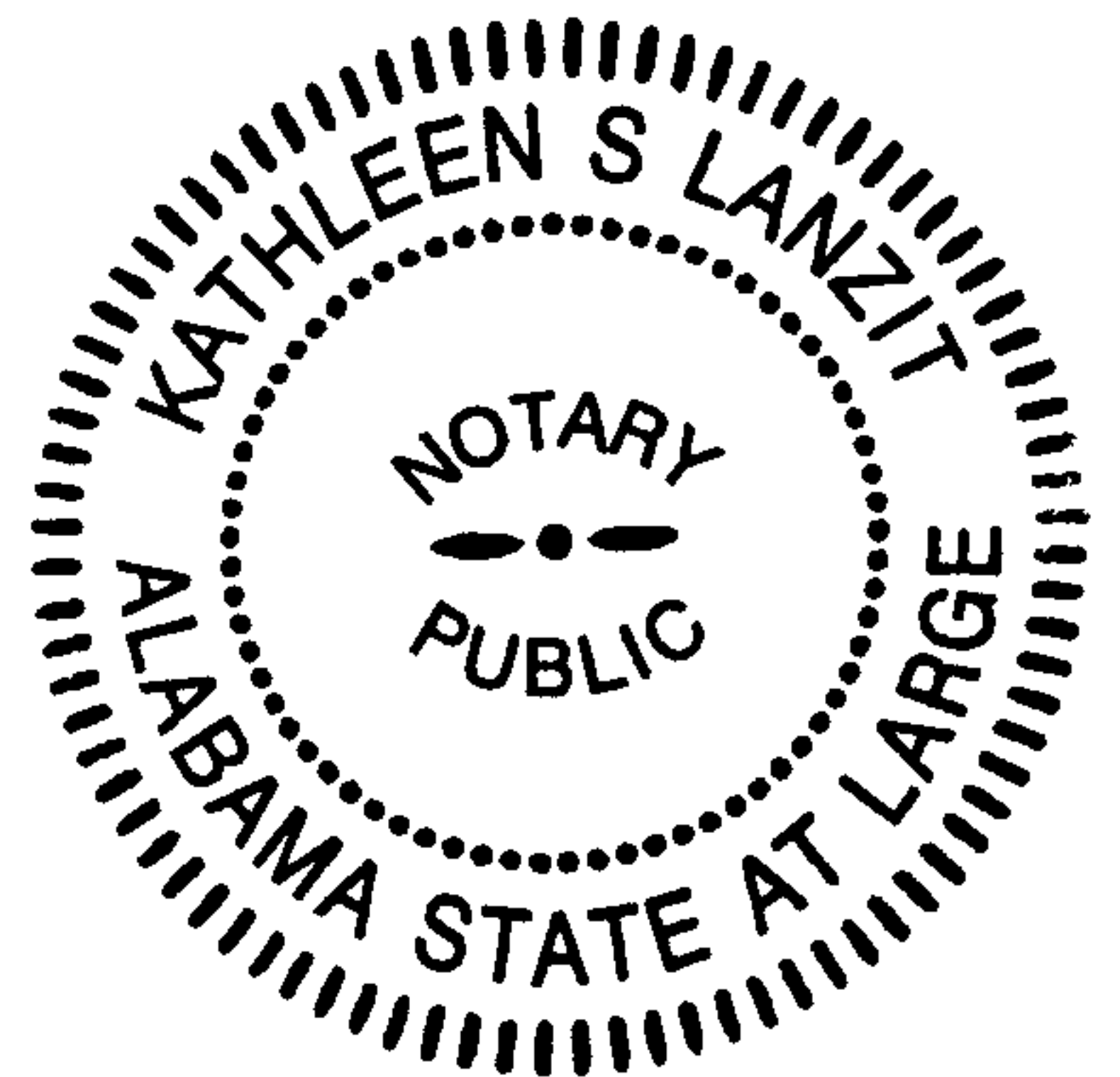
Kathleen S. Lanzit

Notary Public

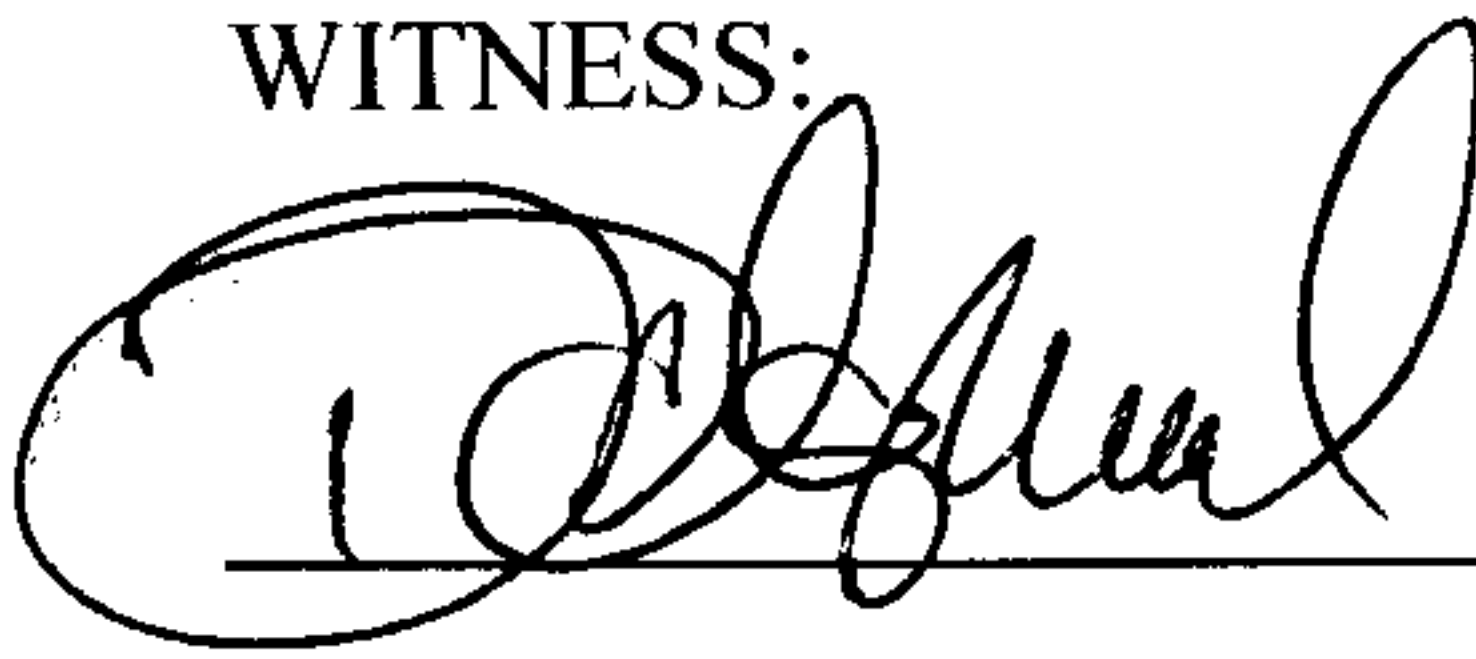
My Commission Expires: 10/4/2014



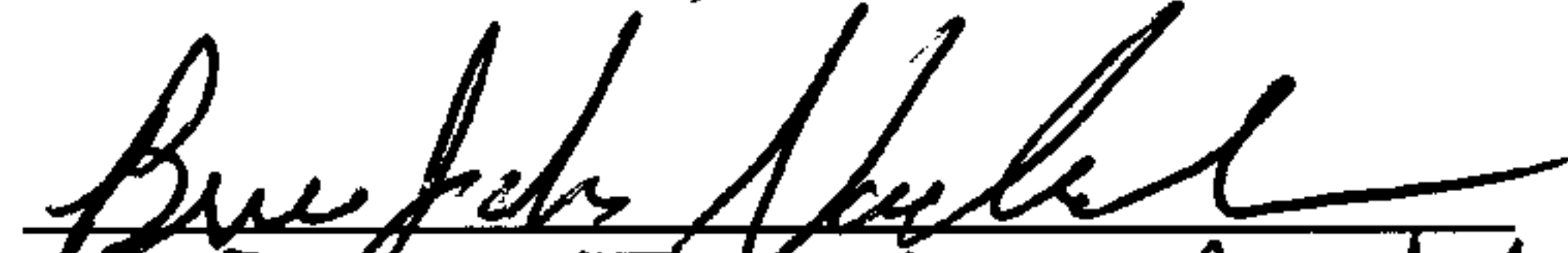
20161025000392560 6/8 \$36.00
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WITNESS:



HUCKABY LAKE HOMEOWNERS'
ASSOCIATION, INC.


By: Bruce John Van Arsdale
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 27th day of Sept 2016.

SEAL



Notary Public
My Commission Expires: 9-8-19

THIS INSTRUMENT PREPARED BY:

David A. Bedgood
P. O. Box 360234
Birmingham, Alabama 35236
david@bedgoodlaw.com



20161025000392560 7/8 \$36.00
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EXHIBIT A

A parcel of land situated in the N1/2 of Section 36, Township 19 south, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a PK Nail at the SE corner of the NE ¼ of the NW ¼ of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama; thence N 89°55'20" W along the south line of said ¼ - ¼ section and the north line of Lot 10 of Valley Dale Estates as recorded in Map Book 4 Page 90 in the Office of the Judge of Probate of Shelby County, Alabama a distance of 41.23 feet to a ½" rebar; thence N 89°08'15" W along the north line of Lot 10 a distance of 532.22 feet to a ½" rebar at the NE corner of Lot 9; thence S 30°55'26" W along the northwestern line of Lots 9 through 7 and leaving said ¼ - ¼ line a distance of 378.54 feet to a rebar capped Arrington at the NE corner of Lot 6; thence S 30°51'08" W a distance of 459.64 feet to a cross in a concrete curb at the eastern most corner of Lot 16 of Hayesbury Commercial Park Phase 1 as recorded in Map Book 30 Page 71 in the Office of the Judge of Probate of Shelby County, Alabama; thence N 57°39'15" W along the northeastern line of Lot 16 a distance of 115.21 feet to a rebar capped GSA at the Northernmost corner of Lot 16; thence N 57°39'15" W leaving said Lot 16 180.78 feet to a rebar capped GSA; thence N 57°29'23" W a distance of 82.63 feet to a 1" open pipe; thence N 0°11'40" E a distance of 20.73 feet to a point; thence N 10°31'12" E a distance of 59.61' to a point; thence N 8°38'10" E a distance of 83.53 feet to a point; thence N 27°00'19" E a distance of 92.30 feet to a point; thence N 31°40'46" E a distance of 144.29 feet to a point; thence N 3°14'36" E a distance of 47.18 feet to a point; thence N 39°46'18" E a distance of 117.69 feet to a point; thence N 52°37'47" E a distance of 85.44 feet to a point; thence N 52°33'55" E a distance of 83.66 feet to a point; thence N 56°23'16" E a distance of 211.78 feet to a point; thence N 54°02'28" E a distance of 74.09 feet to a point; thence N 65°31' 27" E a distance of 82.36 feet to a point; thence N 65°06'57" E a distance of 280.0 feet to a point; thence N 56°25'11" E a distance of 70.81 feet to a point; thence N 51°30'50" E a distance of 72.02 to a point; thence N 71°40' 52" E a distance of 51.82 feet to a point; thence S 86°47'41" E a distance of 73.07 feet to a point; thence S 70°41'59" E a distance of 43.94 feet to a point; thence S 48°31'47" E a distance of 70.61 feet to a point; thence S 27°30'29" E a distance of 75.13 feet to a point; thence S 89°30'32" E A distance of 60.00 feet to a point; thence S 00°29'28" W a distance of 345.12 feet to a rebar capped GSA at the point of curve to the left with a delta angle of 74°46'16", a radius of 30.00 feet, with a chord bearing of S 36°53'40" E A chord length of 36.43 feet; thence along the arc of said curve a distance of 39.15 feet to a rebar capped GSA at the point of tangent; thence S 73°19'58" E a distance of 22.64 feet to a rear capped GSA on the south line of the NW ¼ of the NE ¼ of said Section; thence N 88°35'06" W along the south line of said ¼ - ¼ section a distance of 62.64 feet to the POINT OF BEGINNING.



20161025000392560 8/8 \$36.00
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