



20210806000382440 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
08/06/2021 01:48:05 PM FILED/CERT

This instrument was prepared by:
Clayton T. Sweeney, Attorney
2700 Highway 280 East, Suite 160
Birmingham, Alabama 35223

STATE OF ALABAMA)
COUNTY OF SHELBY)

**SUPPLEMENTARY DECLARATION TO
THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE VILLAGE AT HIGHLAND LAKES,
A RESIDENTIAL SUBDIVISION, PHASE 4 – 5th SECTOR, 1st
ADDITION, ENGLISH VILLAGE NEIGHBORHOOD**

KNOW ALL MEN BY THESE PRESENTS THAT,

WHEREAS, The Village at Highland Lakes, Inc. ("Developer") and Highland Village Residential Association, Inc. (the "Association") previously filed a Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, English Village Neighborhood, in the Probate Office of Shelby County, Alabama, recorded on April 30, 2015, as Instrument Number 20150430000142220 (the "Original Declaration") with respect to certain real property situated in Shelby County, Alabama, which is part of a residential subdivision known as The Village at Highland Lakes, A Residential Subdivision (the "Development"), and which is more particularly described in the Plat of The Village at Highland Lakes, Sector 4, English Village Neighborhood, as recorded in Map Book 44, at page 131, in the Probate Office of Shelby County, Alabama;

WHEREAS, Developer conveyed to Eddleman Residential, LLC ("Eddleman") all of its right, title and interest in and to that certain additional property to be developed as a part of The Village at Highland Lakes, Phase 4, 5th Sector, be deed recorded in Instrument No. 20170609000202370, in the Probate Office of Shelby County, Alabama (the "Subject 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 and in the Map and Survey of The Village at Highland Lakes, Phase 4 – 5th Sector, 1st Addition, English Village Neighborhood, as recorded in Map Book 53, Page 45, in the Probate Office of Shelby County, Alabama.

WHEREAS, The Village at Highland Lakes, Inc. assigned to Eddleman Residential, LLC ("Eddleman") its right to add The Village at Highland Lakes, Phase 4 – 5th Sector, 1st Addition, English Village Neighborhood, as recorded in Map Book 53, Page 45, in the Probate Office of Shelby County, Alabama, as Additional Property to the Master Declaration as provided in Section 2.2 of the Master Declaration pursuant to that Certain Partial Assignment of Developer's Rights by deed recorded in Instrument No. 20170609000202370, in the Probate Office of Shelby County, Alabama.

WHEREAS, Developer has created the Association pursuant to the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument Number 20060421000 I 86650 in the Probate Office of Shelby County, Alabama, (the "Master Covenants"), for the purpose of maintaining certain property within the Development, 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 Common Areas, and levying assessments for the maintenance, preservation and regulation of the Common Areas;

WHEREAS, the Eddleman 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;

CLAYTON T. SWEENEY, ATTORNEY AT LAW



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NOW THEREFORE, Eddleman 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, 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 Common Areas within the property subject to the Original Declaration and the Master Covenants.

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:

I. 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 Eddleman 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. 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 6.5 and Section 6.6 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.

3. The Subject Property has 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. Successor Developer has subdivided 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 6.4 of the Master Covenants upon the conveyance of the Lot to a person other than the Developer.

ARTICLE II

Declarants hereby declare that the 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 Property and the Subject Property and all parties having or acquiring any right, title or interest in and to the Property and the Subject Property or any part thereof, and their successors in interest.



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ARTICLE HI

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]

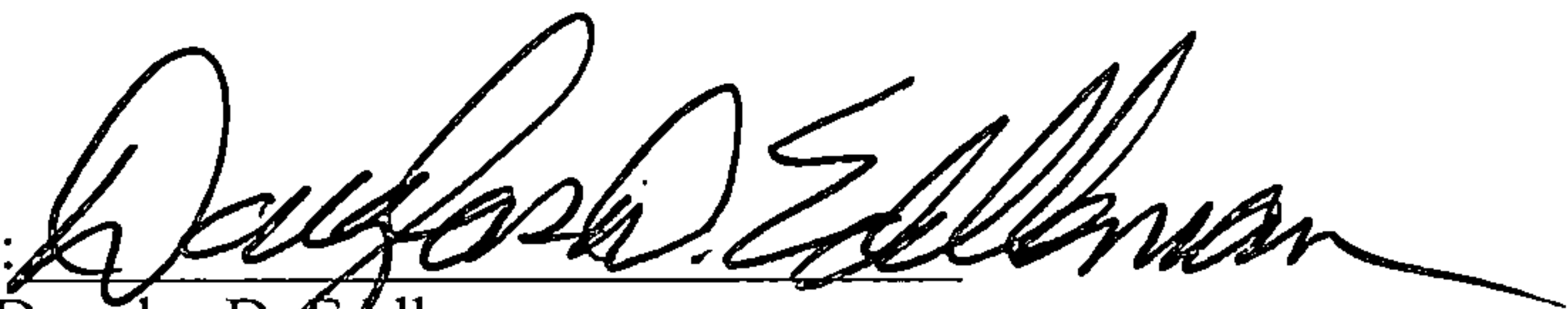


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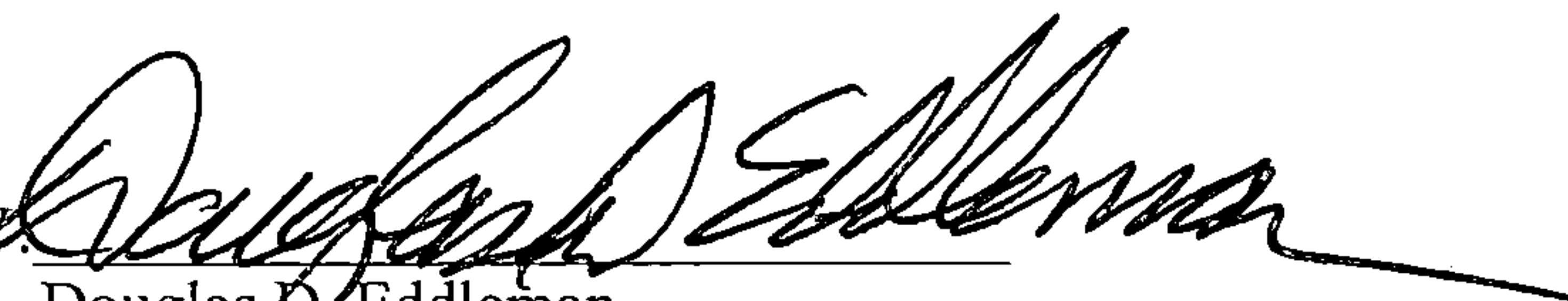
IN WITNESS WHEREOF, the undersigned have caused this Declaration to be
executed as of the 30th day of July, 2021.

DECLARANTS:

EDDLEMAN RESIDENTIAL, LLC

BY: 
Douglas D. Eddleman
President & CEO

ASSOCIATION:
HIGHLAND VILLAGE
RESIDENTIAL ASSOCIATION, INC.

BY: 
Douglas D. Eddleman
President

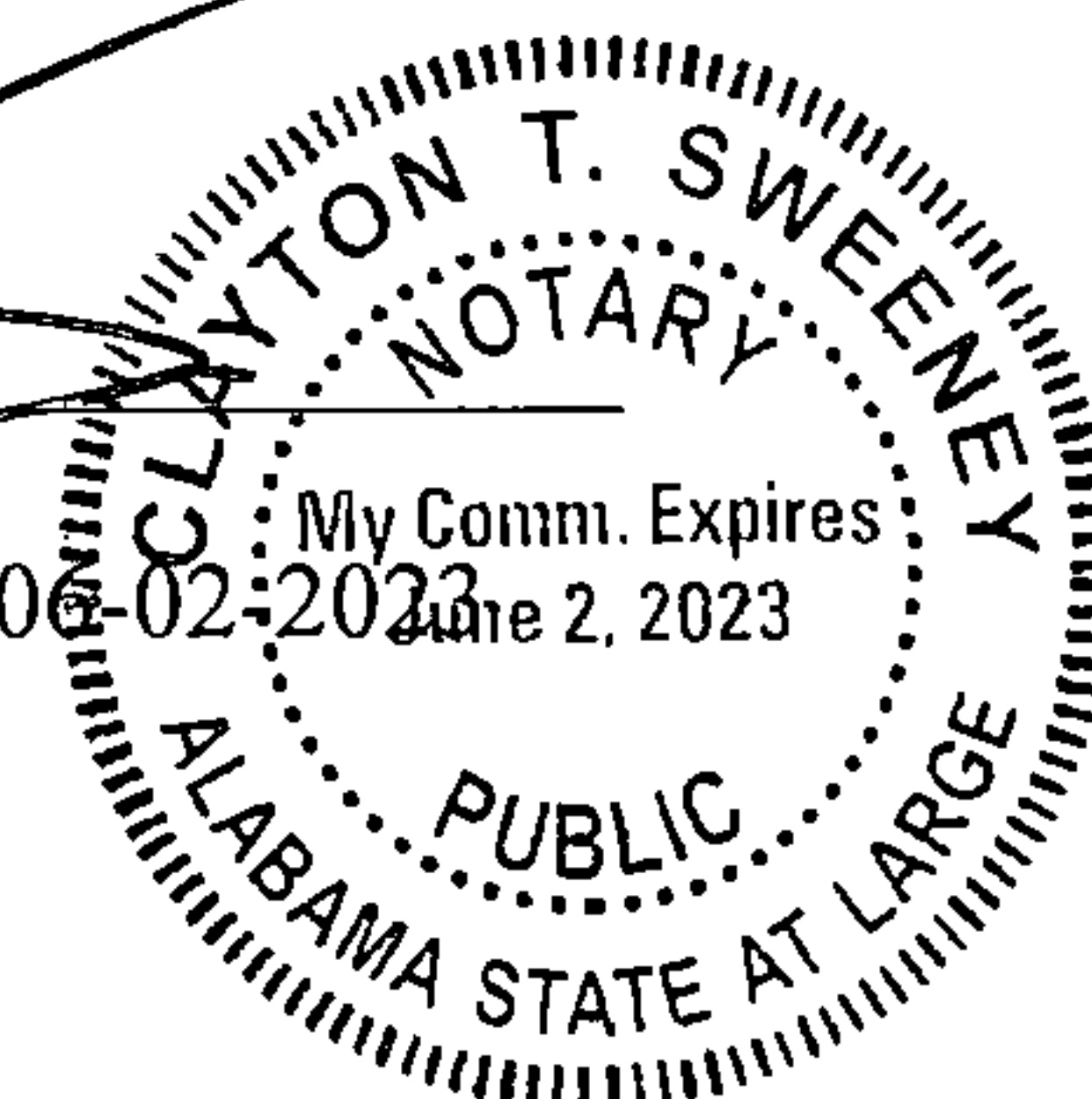
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President and CEO of Eddleman Residential, LLC, an Alabama limited liability company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such President and CEO, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this the 30th day of July, 2021.


NOTARY PUBLIC

My Commission expires: 06-02-2023





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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 Village Residential Association, LLC, an Alabama non-profit corporation, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said non-profit corporation.

Given under my hand and official seal of office this the 30th day of July, 2021.

NOTARY PUBLIC

My Commission expires: 06-02-2023

