

This instrument was prepared by:

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STATE OF ALABAMA )  
COUNTY OF SHELBY )



20220328000124910 1/5 \$36.00  
Shelby Cnty Judge of Probate, AL  
03/28/2022 12:16:55 PM FILED/CERT

**FIRST AMENDMENT TO SUPPLEMENTARY DECLARATION TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE VILLAGE AT HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION  
SECTOR 4**

**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, a Residential Subdivision, English Village, in the Probate Office of Shelby County, Alabama, recorded on April 30, 2015, as Instrument Number 2015043000014220 (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, as recorded in Map Book 44, at pages 131 inclusive 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 recorded as Instrument Number 20060421000186650 in the Probate Office of Shelby County, Alabama, (the "Master Covenants"), for the purpose of maintaining certain 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 Common Areas, and levying assessments for the maintenance, preservation and regulation of the Common Areas and the Lakes;

**WHEREAS,** Developer and the Association filed a Supplementary Declaration and Amendment to the Original Declaration with the Probate Office of Shelby County, Alabama, recorded as Instrument #20151230000442820 in said office (the "Supplementary Declaration") to submit certain property to be developed as part of the Development 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;

**WHEREAS,** the Developer has conveyed to Clayton Properties, Inc., a Tennessee corporation (the "Owner"), certain land subject to the Supplementary Declaration that the Owner has developed and subdivided in accordance with the subdivision plat recorded in the Probate Office of Shelby County, Alabama, as The Village at Highland Lakes Phase 4, 6th Sector of the Development as more particularly described in the subdivision plat recorded in Map Book 55, at pages 65 in the Office of the Judge of Probate of Shelby County, Alabama (the "Subject Property");

**WHEREAS,** the Developer desires to amend the Supplemental Declaration to submit all of the Subject Property to the Original Declaration and the Master Covenants by filing this First Amendment to the Supplementary Declaration with the Probate Office of Shelby County, Alabama;

**NOW THEREFORE,** the Owner and 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

CLAYTON T. SWEENEY, ATTORNEY AT LAW



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.

## ARTICLE I

The Declarants hereby reaffirm and restate the terms and provisions of the Original Declaration and the Master Covenants, as each has been amended, 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 real property described in the subdivision plat recorded as The Village at Highland Lakes, Phase 4, 6th Sector, as recorded in the Probate Office of Shelby County, Alabama in Map Book ~~55~~ at pages 65 (the "Subject Property"). 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.

2. It is the intention of the Owner and 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 as amended by the Supplementary Declaration and as further amended by this First Amendment to the Supplementary Declaration.

4. 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. In accordance with Section 11.13 and Section 11.17 of the Master Covenants, Developer hereby assigns to Owner the right to be treated as "Developer" for purposes of deferring the obligation to pay Assessments with respect to the Subject Property as provided in Section 6.4 of the Master Covenants.

## 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



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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]

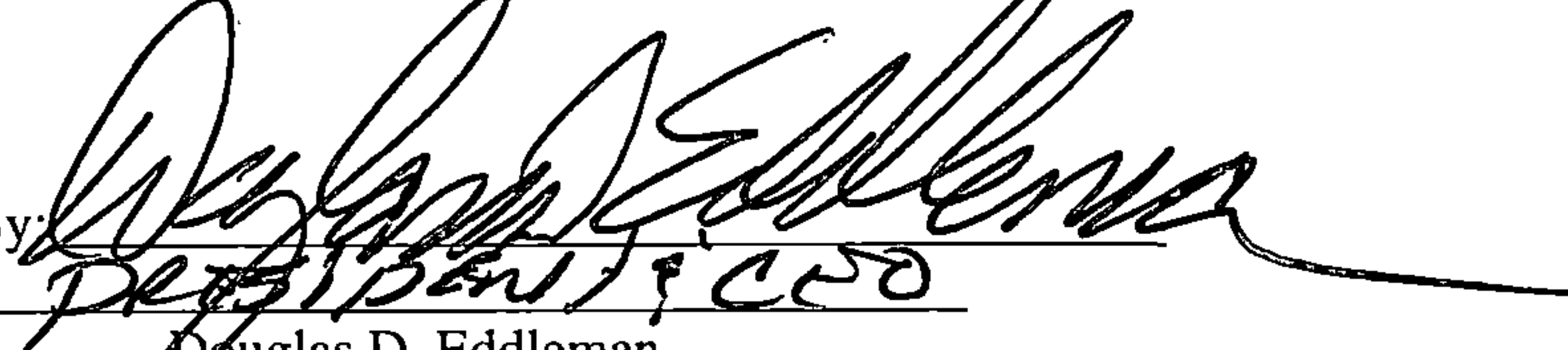


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IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the 12  
day of FEBRUARY 2020.

DECLARANTS:


THE VILLAGE AT HIGHLAND LAKES, INC.

By:   
PRESIDENT & CEO  
Douglas D. Eddleman  
President

HIGHLAND VILLAGE RESIDENTIAL  
ASSOCIATION, INC.

By:   
Douglas D. Eddleman  
President

CLAYTON PROPERTIES GROUP, INC.

By:   
Its: VICE PRESIDENT



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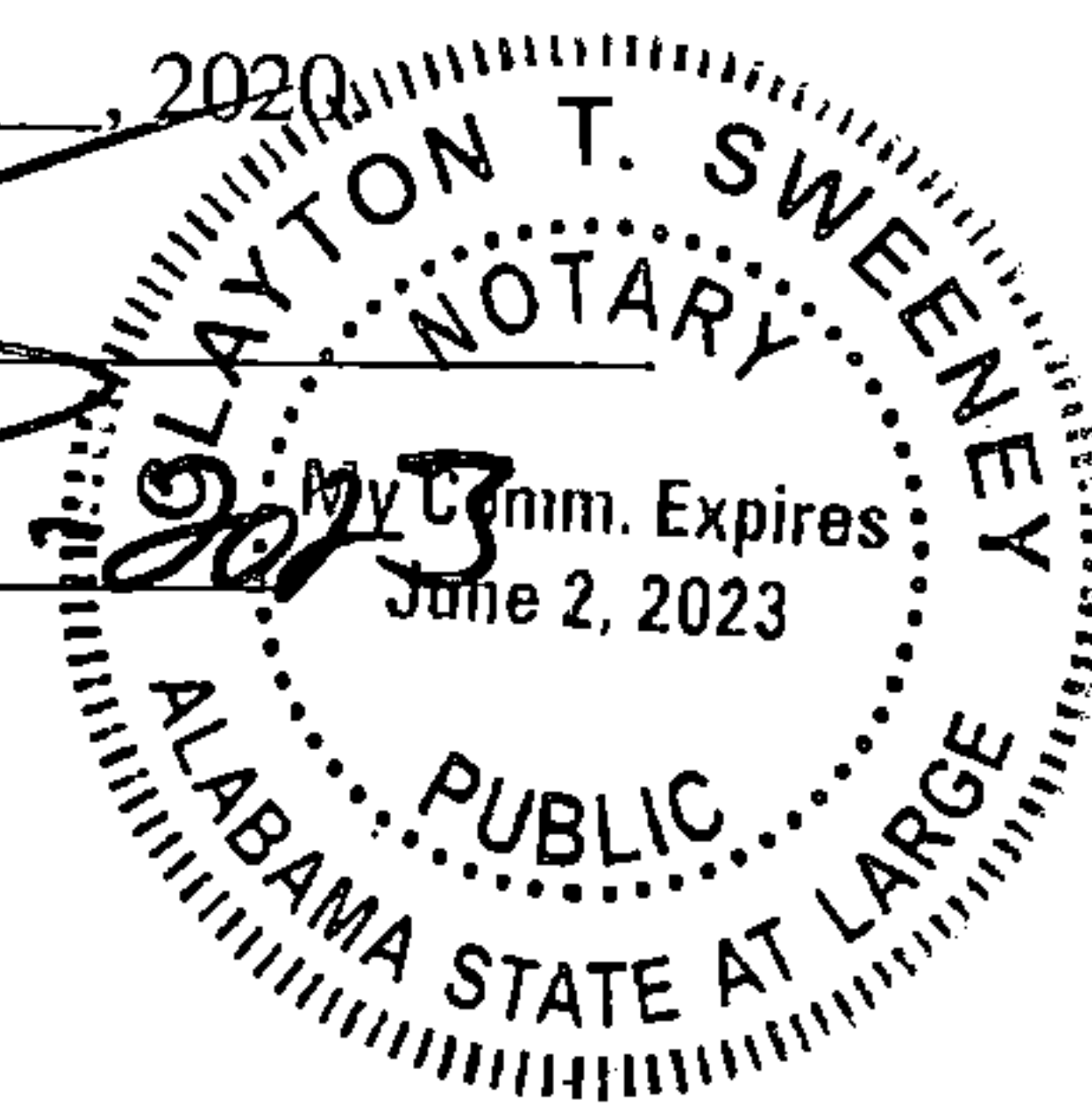
STATE OF ALABAMA )  
JEFFERSON COUNTY )

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 The Village at Highland Lakes, Inc., a 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 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.

Given under my hand and official seal of office this 14<sup>th</sup> day of March, 2020.

Notary Public

My Commission Expires: 6-2-2023



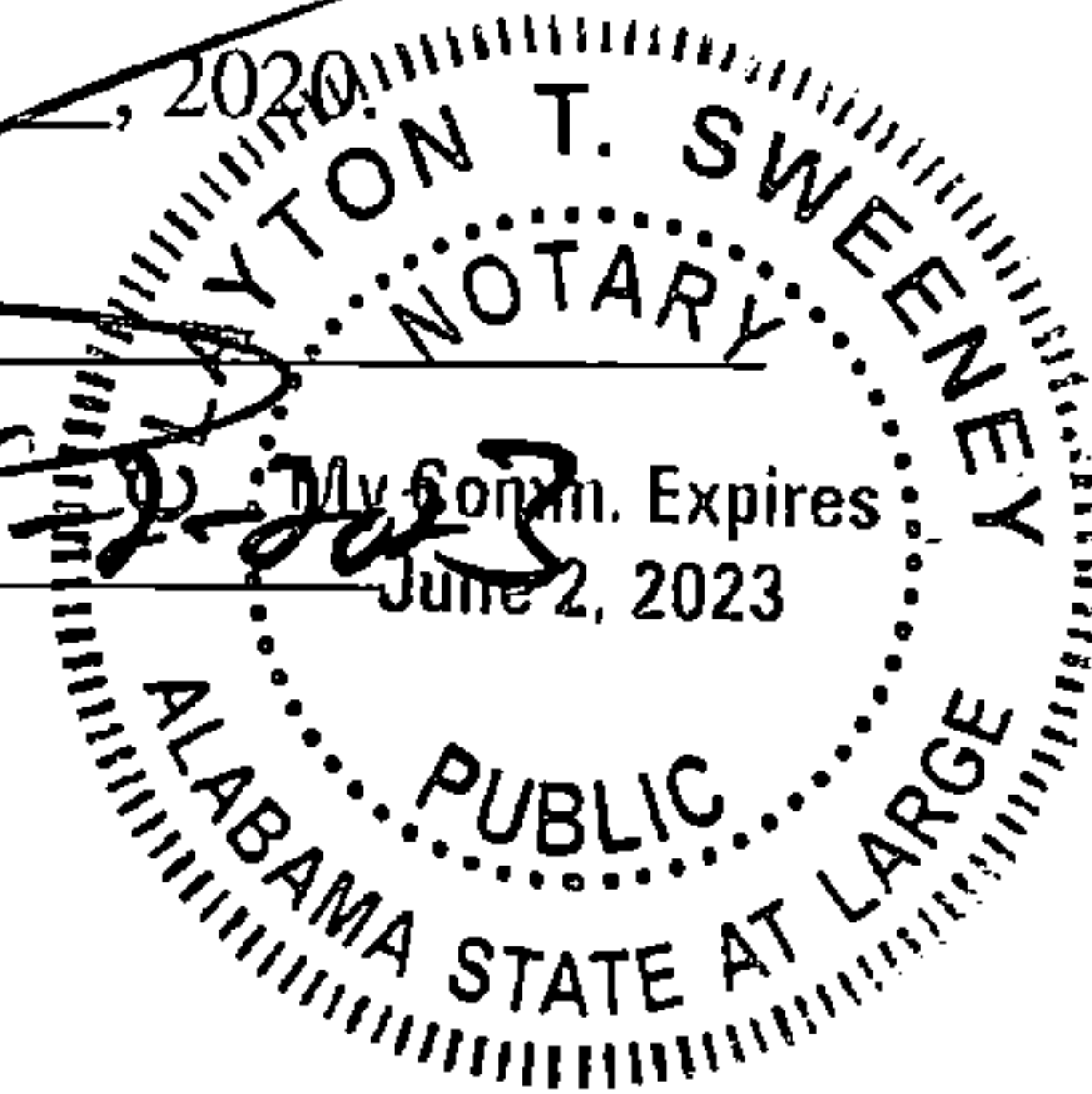
STATE OF ALABAMA )  
JEFFERSON COUNTY )

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 14<sup>th</sup> day of March, 2020.

Notary Public

My Commission Expires: 6-2-2023



STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that J. Brooks Harris, whose name as President of Clayton Group Properties, Inc., a Tennessee 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 15<sup>th</sup> day of March, 2020. 2022

Notary Public

My Commission Expires: November 19, 2025

My Commission Expires: November 19, 2025

