

STATE OF ALABAMA)
COUNTY OF SHELBY)

AMENDMENT
TO
DECLARATION OF EASEMENTS, PROTECTIVE COVENANTS
AND RESTRICTIONS
FOR
HERITAGE LAKES
a Residential Subdivision

THIS AMENDMENT TO DECLARATION OF EASEMENTS, PROTECTIVE COVENANTS, AND RESTRICTIONS amends those certain DECLARATION OF EASEMENTS, PROTECTIVE COVENANTS, AND RESTRICTIONS made on February 10, 2005 and recorded as Instrument 20050214000071380 in the Office of the Judge of Probate of Shelby County, Alabama (the “Declaration”)

WHEREAS since the Declaration was recorded, **SHELBY SPRINGS ROAD, L.L.C.**, an Alabama limited liability company (the “Developer”) has sold the following lots to the following persons (jointly, severally and collectively, the “Subsequent Grantees”):

Parcel No. 1	Sandra G. Murphy
Parcel No. 2	J. Drew Ricketts and Janice L. Ricketts
Parcel No. 3	Susan Myhand Barfield
Parcel No. 4	Meredith M. Atwater
Parcel No. 5	Amy D. Carr
Parcel No. 6	Steve Jordan
Parcel No. 7-8	Janice S. Jordan

WHEREAS the **HERITAGE LAKES HOMEOWNERS’ ASSOCIATION, INC.** (the “Association”), Developer and the Subsequent Grantees now desire to amend the Declaration as follows:

- i) to redefine Parcel No. 5,
- ii) to require Architectural Review Committee approval for any impoundment of water over 20 feet in depth,
- iii) to permit gas powered motors of up to 20 horsepower on the Lakes, and
- iv) to increase the minimum house size to 3,000 square feet.

NOW, THEREFORE, Developer, Association, and Subsequent Grantees do hereby amend the Declaration as follows:

1. **Definition of Parcel No. 5.** The term “Parcel No. 5” as used in the Declaration shall henceforth means the property described on Exhibit B-5 attached hereto.

2. **Definition of Improvement.** The term "Improvement" shall henceforth mean and refer to i) any Dwelling, building, structure, fixture, or device constructed, erected or placed upon any Lot, Pasture, Ball Park, Lake, or Common Area which in any way affects the exterior appearance of any Lot, Dwelling, Pasture, Ball Park, Lake, or Common Area, ii) any grading, excavation or fill, the volume of which exceeds eight (8) cubic yards, and iii) any impoundment of water over 20 feet in depth. Improvements shall include, by way of illustration and not limitation, buildings, sheds, foundations, covered patios, overhead and underground utilities, roads, driveways, walkways, paving, curbing, parking areas, trees, shrubbery, landscaping, fences, screening, walls, signs and any other artificial or man-made changes or alterations to the natural condition of any Lot, Dwelling, Pasture, Ball Park, Lake or Common Area.

3. **Amendment as to Horsepower of Gas Powered Motors Permitted on Lakes.** Section 3.4(e)(i)(b) of the Declaration is hereby amended to substitute “20 horsepower” for the terms “7.5 horsepower” as used therein, so that the section as amended reads as follows:

“b. Gas powered motors of 20 horsepower or less and electric trolling motors are permitted on the Lakes. Gas powered motors of more than 20 horsepower are permitted on the Lakes, provided they are only operated using the idling speed.”

4. **Amendment as to Minimum House Size.** Section 7.5 of the Declaration is hereby amended to substitute the terms “three thousand (3,000)” for “two thousand (2000) as used therein, so that the section as amended reads as follows:

“7.5 **Minimum Square Footage.** Minimum Living Space requirements for the main structure of any Dwelling, exclusive of open porches and garages, shall be three thousand (3,000) gross square feet.”

IN WITNESS WHEREOF, the Developer, the Association and the Subsequent Grantees have each caused this Amendment this ____ day of March, 2006. This amendment amends the Declaration and is not a novation thereof. All terms of the Declaration, not specifically amended hereby remain in full force and effect.

DEVELOPER:

SHELBY SPRINGS ROAD, L.L.C.,
an Alabama limited liability company

By: _____

Donald W. Murphy, Jr.
Its Manager

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald W. Murphy, Jr., whose name as Manager of SHELBY SPRINGS ROAD, L.L.C., an Alabama limited liability company, is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the ____ day of March, 2006.

Notary Public
My Commission Expires: _____

ASSOCIATION:

**HERITAGE LAKES HOMEOWNERS'
ASSOCIATION, INC.**

an Alabama non-profit corporation

By: _____

Donald W. Murphy, Jr.
Its President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald W. Murphy, Jr., whose name as President of HERITAGE LAKES HOMEOWNERS' ASSOCIATION, INC., a corporation, is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, 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, this the ___ day of March, 2006.

Notary Public
My Commission Expires: _____

SUBSEQUENT GRANTEE:

Sandra G. Murphy

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Sandra G. Murphy, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of March, 2006

NOTARY PUBLIC

My Commission Expires: _____

SUBSEQUENT GRANTEE:

J. Drew Ricketts

Janice L. Ricketts

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Drew Ricketts and Janice L. Ricketts, whose name are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of March, 2006

NOTARY PUBLIC

My Commission Expires: _____

SUBSEQUENT GRANTEE:

Susan Myhand Barfield

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Susan Myhand Barfield, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of March, 2006

NOTARY PUBLIC

My Commission Expires: _____

SUBSEQUENT GRANTEE:

Meredith M. Atwater

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Meredith M. Atwater, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of March, 2006

NOTARY PUBLIC

My Commission Expires: _____

SUBSEQUENT GRANTEE:

Amy D. Carr

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Amy D. Carr, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of March, 2006

NOTARY PUBLIC

My Commission Expires: _____

SUBSEQUENT GRANTEE:

Steve Jordan

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Steve Jordan, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of March, 2006

NOTARY PUBLIC

My Commission Expires: _____

SUBSEQUENT GRANTEE:

Janice S. Jordan

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Janice S. Jordan, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of March, 2006

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT B-5

LEGAL DESCRIPTION OF PARCEL No. 5

A parcel of land described as follows: Commence at a 4" x 4" concrete monument in place being the Northwest corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 21 South, Range 1 West, Shelby County, Alabama; thence North 89 degrees 43 minutes 22 seconds East, along the North boundary of said quarter-quarter section, for a distance of 412.12 feet to the Point of Beginning. From this beginning point proceed South 67 degrees 44 minutes 07 seconds West for a distance of 1757.50 feet; thence proceed South 39 degrees 22 minutes 10 seconds West for a distance of 382.81 feet; thence proceed South 30 degrees 52 minutes 08 seconds East for a distance of 207.50 feet; thence continue South 30 degrees 52 minutes 08 seconds East for a distance of 223.35 feet; thence proceed North 14 degrees 39 minutes 14 seconds East for a distance of 202.74 feet; thence continue North 14 degrees 39 minutes 14 seconds East for a distance of 248.68 feet; thence proceed North 76 degrees 14 minutes 26 seconds East for a distance of 2010.60 feet to a point on the Easterly boundary of a 60 foot ingress, egress and utility easement; thence proceed North 17 degrees 11 minutes 17 seconds West along the Easterly boundary of said easement for a distance of 56.95 feet; thence proceed North 29 degrees 44 minutes 32 seconds West along the Easterly boundary of said easement for a distance of 111.15 feet; thence proceed North 48 degrees 29 minutes 22 seconds West along the Northeasterly boundary of said easement for a distance of 122.48 feet; thence proceed North 07 degrees 34 minutes 53 seconds West for a distance of 187.37 feet to a point on the North boundary of said quarter-quarter section; thence proceed South 89 degrees 43 minutes 22 seconds West along the North boundary of said quarter-quarter section for a distance of 230.46 feet to the point of beginning.

The above described land is located in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 21 South, Range 1 West; and being situated in Shelby County, Alabama.