
Heritage Plantation

The Very Best For Madison!

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DECLARATION
OF PROTECTIVE COVENANTS
FOR
HERITAGE PLANTATION
SUBDIVISION

Prepared by:

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Mark H. Fink
JUDGE OF THE CIRCUIT

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SUBDIVISION

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THIS DECLARATION is made on the date hereinafter set forth by Heritage Plantation, Inc., an Alabama corporation (hereinafter sometimes called "Declarant").

BACKGROUND
STATEMENT

Declarant is the owner of the real property described in Article II, Section 1, of this Declaration.

Declarant desires to subject the real property described in Article II, Section 1, hereof to the provisions of this Declaration to create a residential community and to provide the mechanism for the subjecting of other real property to the provisions of this Declaration.

Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of property subject to, or hereinafter subject to these protective covenants. Declarant desires to establish a method for the maintenance, preservation, use, and enjoyment of the property that is now or hereafter subjected to this Declaration.

Declarant hereby declares that the real property described in Article II, Section 1, of this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions,

restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner and occupant of all or any portion thereof.

ARTICLE I

Definitions

Unless the context shall prohibit, certain words used in this Declaration shall have the definition meaning set forth in Exhibit "A", attached hereto and by reference made a part hereof.

ARTICLE II

Property Subject to This Declaration

Section 1. Property Hereby Subjected To This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit "B", attached hereto and by reference made a part hereof.

Section 2. Other Property. Only real property described in Section 1 of this Article II is hereby made subject to this Declaration; provided, however, by one (1) or more Supplementary Declarations, Declarant has the right, but not the obligation, to subject real property to this Declaration, as hereinafter provided in Article X.

ARTICLE III
Association Membership and Voting Rights

Section 1. Membership. Every Owner shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership.

Section 2. Voting. Owners shall be entitled to one (1) vote for each Residence owned. When more than one (1) Person holds an ownership interest in any Residence, the vote for such Residence shall be exercised as those Owners themselves determine. In the event of a dispute, the vote shall be suspended if more than one (1) Person seeks to exercise it. Those Owners of property, if any, which is exempt from assessments as provided in Article IV, Section 11, hereof are Members of the Association and are subject to the provisions of this Declaration, but are not Owners of Residences and shall not, therefore, be entitled to vote.

Any Owner of a Residence not occupied by the Owner may, in the lease or other written instrument, assign the Owner's voting right appurtenant to that Residence to the Occupant, provided that a copy of such instrument is furnished to the Secretary within the time period prescribed by the Secretary. In the event of such assignment, the Occupant may vote the Owner's vote on all issues upon which the Owner would be entitled to vote.

An Owner's right to vote may be suspended as provided in Article XII, Section 2, of this Declaration.

ARTICLE IV
Assessments

Section 1. Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefits, and enjoyment of the Owners and Occupants in the Community, including the maintenance

of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Type of Assessments. Each Owner of any Residence, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) General Assessments; (b) Special assessments, such assessments to be established and collected as hereinafter provided in Article IV, Section 5; and (c) Specific assessments against any particular Residence which are established pursuant to the terms of this Declaration, including, but not limited to, those assessments established by Article IV, Section 10, and Article V, Section 2, hereof and reasonable fines as may be imposed in accordance with the terms of the Declaration and By-Laws. General Assessments shall be levied for Association Expenses determined by the Board to benefit all Owners and Occupants. General Assessments shall be allocated among all Residences in the Community.

Section 3. Creation of Lien and Personal Obligation for Assessments. All assessments, together with late charges, interest at a rate equal to the lesser of fifteen (15%) percent or the maximum lawful rate, costs, and reasonable attorney's fees actually incurred shall be a charge on the land and shall be a continuing lien upon the Residence against which each assessment is made. Each such assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligations of the Person who was the Owner of such Residence at the time the assessment fell due. Each such Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Residence, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the

liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgage holder taking title through foreclosure proceedings or deed in lieu of foreclosure.

General Assessments and other assessments, unless otherwise provided by the Board, shall be paid in annual, semi-annual, or quarterly installments as the Board determines.

Section 4. Budget. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve.

The Board Shall cause the budget and the assessments to be levied against each residence for the following year to be delivered to each Residence Owner at least thirty (30) days prior to the end of the current fiscal year. The Board may not, without the consent of Declarant (so long as Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article X hereof) and the vote or written assent of at least a Majority of the total Association vote entitled to vote thereon, impose a General Assessment per Residence which is more than one hundred twenty (120%) percent of the General Assessment for the immediately preceding fiscal year. In the event that the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the current year shall continue for the succeeding year.

Section 5. Special Assessments. In addition to the other assessments authorized herein, the Board may levy special assessments in any year. So long as the total amount of special assessments allocable to each Residence does not exceed the amount of the current General Assessment in any one (1) fiscal year, the Board may impose the special assessment. Any special assessment which would cause the amount of special assessments allocable to any

Residence to exceed this limitation shall be effective only if approved by a majority of the total Association vote entitled to vote thereon and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article X hereof, the consent of Declarant. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 6. Lien for Assessments. All sums assessed against any property subject to this Declaration pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such property in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such property, except for (a) liens of ad valorem taxes; and (b) liens for all sums unpaid on a first Mortgage.

All other Persons acquiring liens or encumbrances on any property subject to this Declaration after this Declaration shall have been recorded in the records of the Office of the Judge of Probate, Madison County, Alabama shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid in full by the date specified by the Board, ("due date"), shall be delinquent. Any assessment delinquent shall incur a late charge of five and no/100 (\$5.00) dollars, per day, or in such amount as the Board may from time to time determine. If the assessment is not paid when due, a lien, as herein provided, shall attach and, in addition, the

lien shall include the late charge, interest on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after ninety (90) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association and its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting through the Board and on behalf of the Owners, shall have the power to bid at any foreclosure sale or to acquire, hold, lease, mortgage, or convey foreclosed property. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, by non-use of Common Property, or abandonment of the Residence. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest and then to delinquent assessments.

Section 8. Date of Commencement of Assessments. A Residence shall become subject to assessment hereunder on the first day of the month following the month in which upon conveyance by Declarant to Owner. The first General Assessment shall be adjusted according to the number of months remaining in the fiscal year during which the Residence became subject to assessment.

Section 9. Assessment Obligation of Declarant; Advance Payment. After the commencement of annual assessment payments as to any Residence, Declarant, on behalf of itself and its successors and assigns, covenants and agrees to pay the full amount of the assessments provided herein for each existing Residence that it owns after one year from the date of the first conveyance to an Owner. The Board is specifically authorized to enter into such advance payment contracts with Declarant or other entities as may be mutually agreed to for the payment of some portion of the Association Expenses; provided, however, the Veterans Administration shall be advised of and approve any form of such contract entered into between the Declarant and Association if the Veterans Administration is guaranteeing any Mortgage in the Community. Such contract or contracts shall be for the benefits of and enforceable by the Association.

Section 10. Specific Assessments. The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense

for which the Board has not previously exercised its authority under this Section. The Board may specifically assess Residences for the following expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

- (a) Expenses of the Association which benefit less than all of the Residences may be specifically assessed equitably among all of the Residences which are benefitted according to the benefit received.
- (b) Expenses of the Association which benefit all Residences, but which do not provide an equal benefit to all Residences, may be specifically assessed equitably among all Residences according to the benefit received.

Section 11. Exempt Property. The following property shall be exempt from General Assessments and special and specific assessments:

- (a) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, public parks, roads, rights-of-way, streets and easements; and
- (b) all property owned by non-profit organizations and restricted for use as private schools or churches; provided, however, the availability of the exemption for such non-profit organizations is contingent upon prior approval by the Board.

ARTICLE V

Maintenance: Conveyance of Common Property by Declarant to Association

Section 1. Association's Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. In addition, if the following property exists in the Community, the Association may, as determined by the Board, maintain part or all of such property, regardless of whether it is Common Property:

Community hiking and biking trails; Community dock areas; grass and other landscaping along dedicated rights-of-way; sedimentation ponds; Community entrance features; and lakes and dams.

The Association shall also have the right, but not the obligation, to maintain and provide services for other property not owned by the Association, whether located within or without the boundaries of the Community, and to enter into leases, easements and covenants and to share costs agreements regarding such property (and any other property) where the Board has determined that this would benefit Owners.

The foregoing maintenance costs shall be assessed as a part of the General Assessment or specific assessments, as determined by the Board in accordance with this Declaration.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

Section 2. Owner's Maintenance Responsibility. Each Owner shall maintain or cause to be maintained in a safe, clean and attractive condition all property subject to this Declaration which is owned directly or indirectly by such Owner in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: Prompt removal of all litter, trash, refuse, and waste; lawn mowing on a regular basis; tree and shrub pruning; watering landscaped areas; keeping improvements, exterior lighting, and maintenance facilities in good repair and working order; keeping lawn and garden areas alive, free of weeds, and attractive; keeping driveways in good repair; complying with all governmental health and police requirements; and repair of exterior damages to improvements. Lake Lot Owners shall, in addition, maintain as

described above the property located between the lake elevation and the property line of such Owners.

In the event that the Board determines that (a) any Owner or designee of the Owner, as designee is defined below, has failed or refused to discharge properly his obligations with regard to the maintenance, repair or replacement of items for which he is responsible hereunder; or (b) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, invitees, or designee then, the Association may perform the repair, replacement or maintenance and shall, except in the event of any emergency situation, give the Owner or designee written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owner's or the Owner's designee's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner or his designee shall have ten (10) days within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at Owner's sole cost and expense, and all costs shall be treated as a specific assessment against the Owner and the property owned by the Owner.

Section 3. Party Walls and Party Fences. Each wall or fence built as a part of the original construction of the Residences which shall serve and separate any two (2) adjoining Residences shall constitute a party wall or fence and, to the extent not inconsistent with the

provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.

In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

Section 4. Conveyance of Common Property by Declarant to Association. The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association. Declarant shall have the right, without limitation, to include Lakes and Dams in the property that may be conveyed by Declarant and which shall be accepted by the Association.

Section 5. Additional Improvements. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section including, without limitation, dredging or otherwise removing silt from any lake that may be conveyed.

ARTICLE VI
Use Restrictions and Rules

Section 1. General. This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in Article XIII, Section 4, hereof regarding amendment of this Declaration. In addition, the Board, by a two-thirds (2/3) vote, may, from time to time, without consent of the Members, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community. This authority shall include, but shall not be limited to, the right to limit the type and size of vehicles within the Community and to set the maximum and minimum speeds of vehicles on private streets within the Community and to impose all other necessary traffic and parking regulations and to restrict the maximum noise levels of vehicles in the Community. The Board may also restrict certain portions of the recreational facilities administered by the Association to adults only. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the total Association vote entitled to vote thereon and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article X hereof, the consent of Declarant.

Section 2. Residential Use. All Residences shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on in or upon any Residence at any time except with the written approval of the Board. Leasing of a Residence shall not be considered a business or business activity. However, the Board may permit

Residence to be used for business purposes so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration or By-Laws, does not create a disturbance. The Board may issue rules regarding permitted business activities. Residences of more than two stories are prohibited.

Section 3. Signs. No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the Architectural Review Committee. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs, and "For Sale" and "For Rent" signs consistent with the Community-Wide Standard may be erected upon any Residence. The provisions of this Section shall not apply to any Person holding a Mortgage who become the Owner of any Residence as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.

Section 4. Vehicles and Garages. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles. Unless and except to the extent that the Occupants of a Residence shall have more vehicles than the number of parking areas serving their Residence, all vehicles shall be parked within such parking areas. Where the Residence contains a garage, "parking areas" shall refer to the number of garage parking spaces.

No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than five (5) days if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five (5) day period, such vehicle shall be considered a nuisance and may be removed from the Community. Any towed vehicle, boat, recreational vehicle, motor home, or mobile home

regularly stored in the Community or temporarily kept in the Community, except if kept in a garage or other area designated by the Board, for periods longer than twenty-four (24) hours each shall be considered a nuisance and may be removed from the Community. Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.

No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.

All single-family detached Residences shall contain, as a minimum, a two-car garage; carports shall not be permitted. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage. All detached garages must be connected to the dwelling structure by a breezeway or covered walkway.

Section 5. Leasing. Residences may be leased for residential purposes. All leases shall have a minimum term of six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

Section 6. Occupants Bound. All provisions of the Declaration, By-Laws, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied

against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be additionally levied against the Owner.

Section 7. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Residence, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or in the sole discretion of the Board, endanger health, make objectionable noise, (including, but not limited to barking dogs) or constitute a nuisance or inconvenience to the Association members or Occupants or the owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Residence be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

Section 8. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Residence to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the

occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community.

Section 9. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

Section 10. Architectural Standards. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by an Architectural Review Committee established by the Board. The following items, without limitation, will be submitted to the Architectural Control Committee for new home construction: house plans, site plans, landscaping plans, and exterior color and material schedule. The Board may employ for the Architectural Review Committee architects, engineers, or other Persons necessary to enable the Committee to perform its review. The Architectural Review Committee may, from time to time, delegate any of its rights or

responsibilities hereunder to one (1) or more duly licensed architects or other qualified persons, which shall have full authority to act on behalf of the committee for all matters delegated and in the event of such delegation, the applicant shall be required to pay any fees charged by such architects or other qualified persons.

In the event that the Architectural Review Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Review Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of himself and his successors-in-interest. The Architectural Review Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may, as provided in Article XIII, Section I, hereof, record in the appropriate land records a notice of violation naming the violating Owner.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Review Committee, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the Architectural Review Committee, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Architectural Review Committee, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

Section 11. Antennas. No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Residence without the prior written consent of the Board or its designee. No free standing antennas whatsoever shall be placed on any Residence. The Board or its designee may approve the installation of radio antennas which do not protrude above the roof line of the Residence at its highest point and are not visible from the street in front of the Residence. Each Owner and Occupant

acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of an outdoor antenna or similar device would be the most cost-effective way to transmit or receive the signals sought to be transmitted or received

Section 12. Tree Removal. No trees shall be removed without the express consent of the Board or its designee, except for (a) diseased or dead trees; (b) trees less than six (6) inches in diameter; (c) trees needing to be removed for safety reasons; or (d) trees in the immediate location of building approved by the Architectural Review Committee.

Section 13. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains except with the permission of the Architectural Review Committee. Declarant hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 14. Site Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

Section 15. Clotheslines, Garbage Cans, Woodpiles, Etc. All clotheslines, garbage cans, woodpiles, swimming pool pumps, filters and related equipment, air conditioning

compressors and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant, however, hereby expressly reserves the right to dump and bury rocks and trees on property within the Community as needed for efficient construction and to allow developers and builders within the Community to bury rocks and trees removed from a building site on such building site. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community, except when done during the normal construction of a residence or by Declarant.

Section 16. Subdivision of Residence. No Residence shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee. Declarant, however, hereby expressly reserves the right to replat any Residence or Residences owned by Declarant during the time in which declarant may annex property. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 17. Guns. The use of firearms in the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and firearms of all types.

Section 18. Fencing. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Residence, without the prior written consent of the Board or its designee. Fence will be compatible with in the home and have architectural interest. Flat wood fencing that does not have architectural interest and visual relief will not be approved. No fence will be higher than six feet from the final ground level to the top of the fence except by special permission of the architectural control committee. The exterior side of the fence has to be finished, specifically the structural

characteristics must be covered. Within the construction of the fence there must be some brick or stone masonry, and stone or brick is the preferred material to use at the corner posts. No roughsawn board of any kind will be used in the fence. All wood will be painted or opaque stained and maintained in a satisfactory manner. No chain link fence will be allowed within the subdivision. Fences regardless of construction, will not be permitted any nearer, to front lot line than the rear most corner of the dwelling except in special circumstances.

Except for approved privacy fences erected around pools and patios, there shall be no solid fences erected in the back yards of residences of Lake Lot Owners, nor any other structure closer than forty (40) feet to the back lot line. The intent of this regulation as related to Lake Lot Owners is to present an aesthetically pleasing, "non-walled off" appearance from, to, and in the vicinity of Lakes. With approval of the Board, a four (4) feet high wrought iron fence may be erected.

Section 19. Lakes. This Section, Article XII, Sections 5 and 7 of this Declaration, and rules, use restrictions and design guidelines issued by the Board or its designee shall govern the use of such lakes as may exist in the Community or such lakes as are made available for the use of all Owners and Occupants in the Community and activities related thereto. Fishing shall be permitted so long as a license is obtained from the appropriate governmental authority. Swimming, ice skating and water skiing shall not be permitted, except as specifically approved by the Board. Unless approved by the Board or its designee, no Owner may construct a dock. Retaining walls and similar structures shall not be installed without the prior written approval of the Board or its designee. Except as may be approved by the Board or its designee, boats shall not be permitted on the lakes.

Section 20. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction and lines installed by or at the request of Declarant.

Section 21. Air-Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed.

Section 22. Lighting. Except for approved lighting as originally installed on a Residence, exterior lighting visible from the street shall not be permitted, except for (a) two (2) decorative post lights; (b) a street light in conformity with an established street lighting program for the Community; (c) seasonal decorative lights at Christmas; or (d) front house illumination of model homes.

Section 23. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags, and similar items must be approved by the Board or its designee.

Section 24. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Board or its designee.

Section 25. Above-Ground Swimming Pools. Except as may be permitted by the Board or its designee, above ground swimming pools shall not be erected.

Section 26. Driveways. Except as may be permitted by the Board or its designee, driveways shall be constructed with concrete.

Section 27. Exteriors. Except as may be permitted by the Board or its designee, the exterior of all improvements including, without limitation, Residences must be repainted in a

color used in the original construction of Residences within the Community. No Residence exterior shall be constructed of untreated wood. All such wood exteriors must be painted or specifically approved by the Architectural Review Committee.

Section 28. Window Coverings. The portion of all window coverings visible from the exterior of any Residence shall be white or off-white or neutral unless otherwise prior approved by the Board or its designee. Aluminum foil on window panes, mirrored or reflective glass is not allowed.

Section 29. Chimneys. All chimneys that are on the exterior wall must have either brick or stone on the three exterior sides of the chimney. Interior chimneys may have either a siding or stucco product on all four sides of the chimney.

Section 30. Lake and Park Lot Restrictions. Notwithstanding any other subdivision restrictions, all dwellings and permitted accessory building constructed on lots that abut either the Community's lake or a designated park area shall have an exterior of at least 90% brick and/or stone construction, including gable ends. The provision may be specifically exempted by the architectural control committee, but will only be considered because of unusual architectural constraints.

Section 31. County Line Road Lot Restrictions. All homes that have a part of the lot abutting County Line Road will have the side or sides of the dwelling or accessory building that front on County Line Road to be a minimum of 80% brick and/or stone on the sides of the dwelling or accessory building that front County Line Road.

Section 32. Mailboxes. Only approved mailboxes can be installed in the community. Each mailbox must be the designated model of Herndon & Merry, Inc. ("Manufacturer"), 519 West Thompson Lane, Nashville, Tennessee, (615) 254-0169. In the event of supply problems

of a given designated model, the Board or its designee shall select the style mailbox to be installed for each lot. Each mailbox shall have a black finish.

Section 33. Landscaping. The purpose of this restriction is to promote landscape development of single family residential lots that will preserve and appreciate the value of the development by promoting a high quality, cohesive level of landscaping. These requirements may be altered or amended at the discretion of the architectural control committee.

Guideline for Landscaping Planning:

- (a) Existing vegetation and trees should be preserved whenever possible to provide screening and lend an established feeling to the Community.
- (b) Shrubs should be well distributed, but not necessarily evenly spaced. Shrubs may be used for screening and to minimize the visual impact of driveways and parking areas.
- (c) Earth berms may be used to create a sense of enclosure and to screen driveways, especially if planted with shrubbery.
- (d) Unified mulched planting beds edged in materials such as brick, steel or wood look neat longer and their shape is preserved.
- (e) Exterior building material colors should be considered when selecting flowering trees and shrubs so that colors will not compete with or negate each other.

General Landscape Requirements:

- (a) A landscape plan shall be included as part of the lot development package submittal. This plan will include the entire lot and indicate the following:
 - (i) General information, including date, north arrow, and scale of one inch to no more than fifty feet; all property lines, locations of all easements and rights-of-way; name and telephone numbers of builder and owner.
 - (ii) Construction information, including the locations of buildings, driveways, walks, walls, fences, and terraces.
 - (iii) Locations, caliper, species (common name), and intended treatment (move, remove, or save) of existing trees six inches or greater at breast height.

(iv) A schedule of all new and existing required plants proposed for landscaping, including size (caliper and height, container size, etc.) common names (genus, species, and variety) of trees, shrubs, and ground cover, and type and amount of turf grasses.

(b) The front yard of each lot shall be planted with three large trees (4.i, ii, iii) and three small trees (4.iv, v), to include no more than one evergreen. Shrubbery required in the front yard shall be a minimum of eight shrubs, at least half of which shall be species evergreen in this climate. Shrubs shall be planted in a bed of mulch or ground cover other than turf grass.

(c) The rear yard shall be planted with two large trees (4.i, ii, iii), and two small trees (4.iv, v).

(d) All proposed trees shall conform to be the minimum size standard listed below, based on American Standards for Nursery Stock, ANSI Z60.1, published by the American Association of Nurserymen and approved by the American National Standards Institute, as follows:

Suggested Large Trees:

(i) Type 1, Shade trees, 2.5" caliper, 12" height range - Sugar Maple, Red Maple, Tulip Poplar, Sycamore, Red Oak, White Oak, and Willow Oak.

(ii) Type 2, Shade trees, 1.5" caliper, 6' to 8' height range - Weeping Willow, Bradford Pear, Golden Rain Tree, Southern Magnolia, Zelkova, River Birch and European Birch.

(iii) Type 5, Coniferous Evergreens, 5' to 6' height range - Pine species, Hemlock and Spruce.

Suggested Smaller Trees:

(iv) Type 3, Small upright trees, 1" caliper, 6' to 7' height range - Redbud, Crabapple, Crepe Myrtle, Cherry Laurel, and Flowering Plum.

(v) Type 4, Small spreading trees, 5' to 6' height range - Flowering Dogwood, Star Magnolia, Flowering Cherry, and Japanese Maple.

(e) If existing trees meet requirements of this covenant in all respects, required trees of the covenant may be omitted. Each existing tree meeting requirements may count, at the option of the owner, for one of the trees in its required class, provided it:

- (i) Is not one of the following species: Boxelder, silver maple, catalpa, cottonwood, camphor, mimosa, chinaberry, princess tree, or Siberian elm.
- (ii) Has a live crown and is free from serious root, trunk, and crown injury.
- (iii) Is indicated on the landscaping plan as a tree "to be saved."
- (iv) Is situated so that it can be incorporated into the landscape with minimal grade, cut, or fill under the drip line of the tree.
- (f) Ground cover may include shrubs and low-growing plants such as Liriope, English ivy, Periwinkle, and similar material. Ground cover may also include non-living organic material such as bark and pine straw.
- (g) All trees greater than six inches in diameter at breast heights shall be preserved, unless removal of them is part of an approved plan.
- (h) The lot shall be completely landscaped. However, planned natural areas will be allowed provided that the lawn and the natural area form a cohesive whole.
- (i) Driveways shall coordinate with topography and existing vegetation to preserve all trees greater than six inches in diameter at breast height. "Straight-in" driveways should be avoided.
- (j) Each lot owner must submit a landscaping plan and must completely install such plan within ninety days of occupying the residence. Additionally, each lot owner must maintain his lawn in as good or better condition than his original landscaping plan. It is not the intention of the architectural control committee to monitor every planting in Heritage Plantation, but if a lawn, at the sole discretion of the architectural control committee, has deteriorated and/or was never installed properly, then the lot owner will be required to bring his lot into compliance with the guidelines.

Section 34. Screening of Heating and Cooling Units. All exterior heat and air conditioning compressors or air handlers must be screened from view. This can be accomplished with either vegetation, brick and/or stone. If vegetation is used it must create a walled off effect. The screening is encouraged on all sides of the equipment but is required on the front and side of the equipment.

Section 35. Storage Tanks. Any storage tank must be approved by the architectural control committee and, if approved, must be buried, or, if they are less than fifty-gallon capacity, may, with the architectural control committee's approval, be installed above ground, if properly screened.

Section 36. Corner Lots. All corner lots shall be built either caddie-corner to both streets or, in the case that the residence is built parallel to one of the streets, the garage must face the interior lot so that no garage will face any street at a ninety-degree angle.

Section 37. Basketball Goals. No basketball goals may be erected or constructed on the front of any lot. Only Board approved basketball goals may be erected or constructed on the rear portion of any lot.

Section 38. Specific Subdivision Restrictions.

(a) Biltmore Bend Subdivision:

(i) All dwellings and permitted accessory buildings constructed on the lots of said subdivision shall have an exterior of at least ninety percent stone or masonry brick construction, with no less than eighty percent of the exterior of the sides of the dwellings or buildings consisting of stone or masonry brick. Visible unpainted red "sewer brick" will not be allowed.

(ii) All dwellings shall have side or rear entry garages. No front entry garages will be permitted.

(iii) Roofs of dwellings constructed on all of said lots shall be of architectural grade shingles.

(iv) Dwellings constructed on the lots of said subdivision shall have at least three thousand five hundred square feet of heated area, EXCEPT Lots 1 and 40, which shall have at least five thousand square feet of heated area, FURTHER EXCEPT Lots 2, 3, and 31 through 39, inclusive, which shall have at least four thousand square feet of heated area, and FURTHER EXCEPT that lots 5 through 13, inclusive, which shall have at least three thousand square feet of heated area.

(v) All dwellings shall have a roof pitch of 8/12 or greater.

(vi) Each lot shall contain a Manufacturer's "Old French Mailbox" with pointed top.

(b) Windsor Pointe Subdivision:

(i) All dwellings and permitted accessory buildings constructed on the lots of said subdivision shall have an exterior of at least seventy-five percent stone or masonry brick construction, with no less than sixty percent of the exterior of the sides of the dwellings or buildings consisting stone or masonry brick. Visible unpainted red "sewer brick" will not be allowed.

(ii) All dwellings shall have side or rear entry garages. No front entry garages will be permitted.

(iii) Roofs of dwellings constructed on all of said lots shall be of regular or architectural grade shingles.

(iv) Dwellings constructed on the lots of said subdivision shall have at least two thousand five hundred square feet of heated area, EXCEPT Lots 1, 2, 3, 4, 7, 8, 34, and 35, which shall have at least three thousand square feet of heated area.

(v) All dwellings shall have a roof pitch of 6/12 or greater.

(vi) Each lot shall contain a Manufacturer's "Parisian Mailbox."

(c) Castlegate Subdivision:

(i) All dwellings and permitted accessory buildings constructed on the lots of said subdivision shall have an exterior of at least sixty percent stone or masonry brick construction, with no less than forty percent of the exterior of the sides of the dwellings or buildings consisting stone or masonry brick. Visible unpainted red "sewer brick" will not be allowed.

(ii) All dwellings shall have front, side, or rear entry garages.

(iii) Roofs of dwellings constructed on all of said lots shall be of regular or architectural grade shingles.

(iv) Dwellings constructed on the lots of said subdivision shall have at least two thousand square feet of heated area, EXCEPT

Lots 1 and 33, which shall have at least two thousand five hundred square feet of heated area.

(v) All dwellings shall have a roof pitch of 6/12 or greater.

(vi) Each lot shall contain a Manufacturer's "Mailbox G" with a medium box.

ARTICLE VII Prohibition of Timesharing

Timesharing shall be prohibited in the Community. The term "timesharing" shall include, without limitation, timeshare estate, timeshare use, and timeshare interval programs.

ARTICLE VIII Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property.

The Board shall obtain a public liability policy applicable to the Common Property insuring the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars or a greater amount if directed by Declarant during time specified in Article X. If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall also obtain directors' and officers' liability insurance.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee, for the respective benefitted parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Alabama and holding a rating of B or better as established by A. M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

(b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(d) All insurance policies shall be reviewed annually by one or more qualified persons.

(e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, the Declarant, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be canceled, invalidated, or suspended on account of anyone or more individual Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association.

Section 2. Property Insured By Association: Damage and Destruction. Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.

Any damage or destruction shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least sixty-six (66%) percent of the total Association vote entitled to vote thereon, the Owner(s) of the damaged property, if any, and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article X hereof, the Declarant, otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however such extension shall not exceed one hundred and twenty (120) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Association's Members, levy a special assessment against all Owners. Additional assessments may be made in like manner at any time during or

following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event The property shall be restored to its natural state and maintained as an undeveloped portion of the Community in a neat and attractive condition.

Section 3. Property Insured By Owners: Damage and Destruction. By virtue of taking title to property within the Community, each Owner covenants and agrees with all other Owners and with the Association that in the event that the Association does not carry insurance on the Owner's property, each individual Owner shall carry liability and casualty insurance or cause such insurance to be carried by another entity, such as a condominium association or homeowners association. Each individual Owner further covenants and agrees that in the event of a partial loss of damage and destruction resulting in less than total destruction, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or to reconstruct, the individual Owner shall clear the Residence of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

Section 4. Insurance Deductible. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the

Persons who are responsible hereunder, or under any declaration or contract requiring the Association to obtain such insurance, for maintenance of the damaged or destroyed property.

Article IX Condemnation

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners subject to the taking, if any) by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners. The award made for such taking shall be payable to the Association as trustee for all Owners. The provisions of Article VIII, Section 2, above, applicable to Common Property improvements damage or destruction, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

ARTICLE X Annexation of Additional Property

Section 1. Unilateral Annexation by Declarant. As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time until ten (10) years after the recording of this Declaration to subject all or any portion of the real property described in Exhibit "C", attached hereto and by reference made a part hereof, and as it may be amended from time to time, to the provisions of this Declaration and the jurisdiction of the Association by filing for record a Supplementary Declaration in respect to the property being annexed. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration unless otherwise provided therein.

The rights reserved unto Declarant to subject additional land to the Declaration shall not and shall not be implied or construed so as to impose any obligation upon Declarant to subject any of such additional land to this Declaration or to the jurisdiction of the Association. If such additional land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land or nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

Section 2. Exhibit "C": Real Property Amendment. Subject to the consent of the owner or owners thereof and, so long as the Declarant has the right to subject additional real property as described in Exhibit "C" (as it may be amended from time to time as herein provided) to this Declaration as provided above, with the consent of the Declarant, upon the affirmative vote of at least a majority of the Board of the Association, in person or by proxy, at a meeting duly called for such purpose, the Association may amend Exhibit "C" real property to include such additional real property as may meet the above described requirements by filing for record a Supplementary Declaration with respect to the property being annexed included by amendment to Exhibit "C" Real Property. Any such Supplementary Declaration shall be signed by the President and Secretary of the Association, and any such annexation amendment shall be effective upon the filing for record of such Supplementary Declaration, unless otherwise provided therein.

ARTICLE XI Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Residences in the Community. The provisions of this Article apply to both this Declaration and the By-Laws notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, guarantor and the Residence number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Residence on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;
- (b) any delinquency in the payment of assessments or charges owed by an Owner of a Residence subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Residence of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;
- (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- (d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or at least two-thirds (2/3) of the total Association vote entitled to vote thereon consent, the Association shall not:

- (a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property which the Association owns, directly or indirectly (the granting

of easements for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Residence (A decision, including contracts, by the Board or provisions of any Supplementary Declaration regarding assessments for Parcels or other similar areas shall not be subject to this provision where such decision or Supplementary Declaration is otherwise authorized by this Declaration.);

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residences and of the Common Property (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Residence in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Residence.

Section 5. Amendment by Board. Should the Veterans Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendments to this Article to be recorded to reflect such changes.

Section 6. Veterans Administration Approval. As long as the Declarant has an option unilaterally to subject property to this Declaration as provided in Article X, the following actions shall require the prior approval of the Veterans Administration so long as the Veterans Administration is guaranteeing any Mortgage in the Community: annexation of additional property to the Community, except for annexation by Declarant in accordance with Article X, Section 1 hereof pursuant to a plan of annexation previously approved by the Veterans Administration; dedication of Common Property to any public entity; and material amendment of the Declaration, By-Laws or Articles of Incorporation.

Section 7. Applicability of Article XI. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Alabama law for any of the acts set out in this Article.

Section 8. Failure of Mortgagee to Respond. Any Mortgagee (or insurer or guarantor of a Mortgage) who receives a written request from the Board to respond to or consent to any

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action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE XII Easements

Section 1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Residence and such portion or portions of the Common Property adjacent thereto or as between adjacent Residences due to the placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Residence and the adjacent portion of the Common Property or as between adjacent Residences, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant, or the Association.

Section 2. Easements for Use and Enjoyment of Common Property. Every Member shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his property, subject to the following provisions:

- (a) the right of the Board to charge reasonable admission and other fees for the use of any portion of the Common Property, including, without limitation, swimming pools, to limit the number of guests who may use the Common Property, to allow Persons who are not Members of the Association, such as Persons living or working in the vicinity of the Community, to use the Common Property on a regular or temporary basis and to charge or not charge a user fee therefor, and to provide for the exclusive use

and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, Occupants, and invitees;

(b) the right of the Board to suspend the voting rights of an Owner and Occupant and the right of an Owner and Occupant to use the Common Property recreational facilities in the Community, if any, for any period during which any assessment which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, By-Laws, use restrictions, rules and regulations or design guidelines;

(c) the right of the Board to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Residence or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Residence or other property located within the Community (Any provision in this Declaration or in any such Mortgage given by the Board to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Residence or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Residence or other property located within the Community.); and

(d) the right of the Board to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least a Majority of the Association, in person or by proxy, at a meeting duly called for such purpose (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the votes cast in a referendum on the issue) and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article X hereof, by the Declarant.

An Owner's right of use and enjoyment in and to the Common Property and facilities locate thereon shall extend to the members of his family and guests. Land Owner shall be deemed to have made a delegation of all such rights (except for the right of ingress and egress to the Owner's property) to the Occupants of any leased Residence.

Upon the affirmative vote of the Majority of the Association vote present, in person or by proxy, at a meeting duly called for such purpose (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the votes cast in a referendum on the issue) and, so long as the Declarant has an option unilaterally to subject additional Property to this Declaration as provided in Article X hereof, the consent of Declarant, the Board may alter the use of any Common Property. For example, and by way of illustration and not limitation, the Board may convert tennis courts into a basketball court or vice versa.

An Owner's right of use and enjoyment in and to the Common Property and facilities located thereon shall not give any Owner the right of ingress or egress across any Residence to obtain access to such Common Property.

Section 3. Reserved Easements for the Provision of Services to the Community.

There is hereby reserved to the Declarant, its successors and assigns blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, maintaining, and removing rights-of-way, drainage facilities, floodway easements, and all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, and any other similar service such as, but not limited to, a master television antenna system, cable television system, video system, or security system which the Declarant might decide to have installed to serve the Community or any portion thereof. It shall be expressly permissible for the Declarant and its successors and assigns to install, repair, replace, maintain, and remove or to authorize the installation, repair, replacement, maintenance, or removal of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Declarant and its successors and assigns shall full rights of ingress and egress at all times over all portions of the

Community for the installation, operation, maintenance, repair, or removal of any of the foregoing utilities or services and shall have the right to remove any unauthorized obstruction placed in or on any of the foregoing easements that would, in the sole discretion of Declarant or its successors and assigns, interfere with the use of the above installation of the foregoing utilities or services. In no event shall the foregoing prohibit paving or landscaping within such easements. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder to one or more public utility companies, quasi-public service companies, or relevant governmental authorities. All utilities except drainage installed within the above described easements shall be installed underground. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept such assignment upon such terms and conditions as are acceptable to Declarant. Rights exercised pursuant to such reserved easements shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 4. Easement for Entry. In addition to the right of the Board to exercise self-help as provided in Article XIII, Section 2, hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety, which right may be exercised by the manager, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. It is intended that this right of entry shall include the right of the Board to enter to cure any condition which

may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

Section 5. Easement for Lake Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of Declarant and its successors and assigns, across such portions of the Community, determined in the sole discretion of Declarant (or its successors and assigns), as are necessary to allow for the maintenance of a lake(s), lakebed(s) and shoreline(s), if any, which are within the Community or which are made available for the use and enjoyment of Owners and Occupants within the Community. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of property adjacent to the lake(s), reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. In order to allow the exercise of the rights created pursuant to this easement, no tree or structure may be placed within fifteen (15) feet of the line formed by the highest normal pool elevation of any lake without the prior written approval of the Board or its designee.

Section 6. Easement for Property Maintenance Along Lake. Every Lake Lot Owner shall have a right and easement of access to that property located between a lake and the property line of such Lake Lot Owner as needed to perform the maintenance required under Article V.

ARTICLE XIII General Provisions

Section 1. Enforcement. Each Owner and every Occupant shall comply strictly with the By-Laws, the rules and regulations, the use restrictions and with the design guidelines, all as may be amended or modified from time to time, and with the covenants, conditions, and

restrictions set forth in this Declaration, as may be amended from time to time, and in the deed to his or her property within the Community, if any. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws, the rules and regulations, use restrictions, or design guidelines shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board, on behalf of the Association, or, in a proper case, by an aggrieved Owner or Occupant. Failure by the Board or any Owner or Occupant to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Declaration, By-Laws, and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

Section 2. Self-Help. In addition to any other remedies provided for herein, the Board or its duly authorized agent shall have the power to enter upon a Residence or any portion of the Community to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the By-Laws, the rules and regulations, the use restrictions, or the design guidelines. Except in the case of emergency situations and towing, the Board shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. All costs incurred shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

Section 3. Durations. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law; provided, however, should any provision of Alabama law now or hereafter in effect limit the period

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during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law; and such provisions shall be automatically extended for successive periods of ten (10) years or such shorter period as may be allowed by law, unless such extension is disapproved at a meeting duly called for such purpose by at least a Majority of the total Association vote (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the Association votes as recorded by a referendum on the issue) and, so long as the Declarant has an option unilaterally to subject additional Property to this Declaration as provided in Article X hereof, the written consent of Declarant. Such meeting or referendum must be held and a written instrument reflecting disapproval must be recorded within the year immediately preceding the beginning of a renewal period. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Residences subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, without limitation the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, or a State or National Bank, to enable such lender or purchaser to make or

purchase Mortgage loans on the Residences subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Residences subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's property unless any such Owner shall consent thereto in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration as provided in Article X hereof, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not adversely affect title to the property of any Owner without the consent of the affected Owner or Occupant.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a two-thirds (2/3) vote of the total Association vote entitled to vote thereon or three-fourths (3/4) of the Board and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article X hereof, the consent of the Declarant. In the event of a conflict between the Board and the Association, the Board's decision controls. A meeting may be called (but shall not be required to be called) to consider and vote upon any amendment. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

Any procedural challenge to an amendment must be made within six (6) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of the Declaration or By-Laws.

Section 5. Partition. The Common Property shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part

thereof without the written consent of all Owners of all portions of the property located within the Community, the written consent of all holders of all Mortgages encumbering any portion of the property located within the Community, and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article X hereof, the consent of the Declarant.

Section 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 8. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 9. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 10. Indemnification. The Association shall indemnify every officer and Director against any and all expenses, including attorney's fees, imposed upon or reasonably incurred by any officer or Director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or Director. the officers and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director, or former officer or Director, may be entitled. the Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

Section 11. Construction and Sale Period. Notwithstanding any provisions contained in this Declaration, the By-Laws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration as provided in Article X terminates, it shall be expressly permissible for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Community as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or

incidental to Declarant's and such builder's or developer's development, construction, and sales activities related to property described on Exhibit "B" and Exhibit "C", as it may be amended from time to time, to this Declaration, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Community; the right to tie into any portion of the Community with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to carry on sales and promotional activities in the Community, including directional and sales signs in the common areas; and the right to construct and operate business offices, signs, banners, flags, construction trailers, sales offices, model residences with fences, gates and walkways, and hold open houses and Parades of Homes for the public. Declarant and any such builder or developer may use Residences or offices owned or leased by Declarant or such builder or developer as model Residences and sales offices. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 12. Books and Records. This Declaration, the By-Laws, the Articles of Incorporation, copies of rules and regulations, use restrictions, design guidelines, membership register, books of account, and minutes of meetings of the Members, or the Board and of committees shall be made available for inspection and copying by any Member of the Association or by his duly appointed representative and by holders, insurers, or guarantors of

any first Mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a Member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

The Board shall establish reasonable rules with respect to:

- (a) notice to be given to the custodian of the records;
- (b) hours and days of the week when such an inspection may be made; and
- (c) payment of the cost of reproducing copies of documents.

Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association.

Section 13. Audit. An audit of the accounts of the Association shall be made annually in such manner as the Board may decide. Upon written request of any institutional holder of a first Mortgage, such holder, upon payment of the costs associated therewith, shall be entitled to receive a copy of a financial statement within ninety (90) days of the date of the request.

Section 14. Notice of Sale. If an Owner sells his or her Residence, the Owner shall give to the Board, in writing, the name of the purchaser of the Residence and such other information as the Board may reasonably require.

Section 15. Estoppel Certificate. Upon the request of any Member, the Board or its designee shall furnish a written certificate signed by an officer or agent of the Association regarding unpaid assessments levied against that Member's property and any violations of the Declaration, By-Laws, use restrictions, rules and regulations, or design guidelines by any Owner or Occupant of such property. Such certificate shall bind the Association with respect

to the foregoing matters. The Association may require the advance payment of a processing fee not to exceed Twenty-five (\$25.00) Dollars for the issuance of each such certificate.

Section 16. Agreements. Subject to the prior approval of Declarant, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article X above, all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and other having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 17. Implied Rights. The Association may exercise any right or privilege given to it expressly by the Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, the design guidelines and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

Section 18. Deviations. The Board or its designee or the declarant so long as the Declarant has an option to subject additional property to the declaration as provided in Article X above, may, in the exercise of its discretion, permit deviations from the restrictions contained in this Declaration, the By-Laws, the rules and regulations, the use restrictions, and the design guidelines.

Section 19. Use of Word "Heritage Plantation". No Person shall use the word "Heritage Plantation" in the name of any commercial or residential building or any commercial or residential business or enterprise or in any printed or promotional material without the prior written consent of the Declarant. However, Owners or Occupants may use the term "Heritage

Plantation" in printed or promotional matter where such term is used solely to specify that particular property is located within Heritage Plantation.

IN WITNESS WHEREOF, the undersigned, have executed this instrument under seal
this the 22 day of January, 1997.

HERITAGE PLANTATION, INC.
An Alabama Corporation

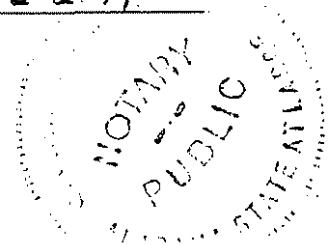
By: Jeff Enfinger
Its President

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned Notary Public in and for said county and state, hereby certify that Jeffrey W. Enfinger, President of HERITAGE PLANTATION, INC., an Alabama corporation, 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 the instrument, he, as such president 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 22 day of January, 1997.

[Signature]
Notary Public
My Commission Expires: 2-2-99



This instrument prepared by:

Samuel H. Givhan, Attorney
WATSON, FEES & JIMMERSON, P.C.
200 Clinton Avenue West, Suite 800
Huntsville, Alabama 35801
Telephone Number: (205) 536-7423

EXHIBIT "A"**Definitions**

The following words, when used in this Declaration or in any Supplementary Declaration (unless the context shall prohibit), shall have the following meanings:

- (a) **"Articles of Incorporation"** shall mean the Articles of Incorporation of Heritage Plantation Homeowners Association, Inc., as such document may be amended.
- (b) **"Association"** shall mean and refer to Heritage Plantation Homeowners Association, Inc., a nonprofit, nonstock, membership corporation incorporated under the laws of the State of Alabama, its successors and assigns.
- (c) **"Association Expenses"** shall mean and include the actual and estimated expenses of operating the Association, both for general and Parcel purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration, the By-Laws, and the Articles of Incorporation.
- (d) **"Biltmore Bend Subdivision"** shall mean "BILTMORE BEND OF HERITAGE PLANTATION A RESUBDIVISION OF TRACT ONE AND A PORTION OF TRACT TWO OF HERITAGE PLANTATION AS RECORDED IN PLAT BOOK 33, PAGE 94." The said resubdivision is recorded in Plat Book 34, Pages 37-38, in the Office of the Judge of Probate, Madison County, Alabama.
- (e) **"Board of Directors"** or **"Board"** shall mean the governing body of the Association, and the Board shall have such duties as are provided in the Declaration, the By-Laws, the Articles of Incorporation, and the Alabama Nonprofit Corporation Act.
- (f) **"By-Laws"** shall refer to the By-Laws of Heritage Plantation Homeowners Association, Inc., as such document may be amended from time to time.
- (g) **"Castlegate Subdivision"** shall mean "CASTLEGATE OF HERITAGE PLANTATION A RESUBDIVISION OF TRACT TWO OF HERITAGE PLANTATION AS RECORDED IN PLAT BOOK 33, PAGE 94." The said resubdivision is recorded in Plat Book 34, Pages 39-40, in the Office of the Judge of Probate, Madison County, Alabama.
- (h) **"Certificate of Occupancy"** shall mean any required certification issued by the appropriate governmental authorities as a prerequisite to occupancy of any Residence.
- (i) **"Common Property"** shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners and Occupants, whether located within or without the boundaries of the Community.
- (j) **"Community"** shall mean and refer to that certain real property and interests therein described in Exhibit "B", attached hereto, and (i) such additions thereto of all or any portion of the real property described in Exhibit "C", attached hereto, as may be made by Declarant (or its Mortgagee or transferee, as provided in the Declaration) by Supplementary Declaration; and (ii) such additions thereto of other real property as may be made by the Association by Supplementary Declaration.

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(k) **"Community-Wide Standard"** shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association and by committees required or permitted to be established pursuant to the Declaration and By-Laws. Such determination, however, must be consistent with the Community-Wide Standard originally established by the Declarant.

(l) **"Declarant"** shall mean and refer to Heritage Plantation, Inc., and its successors-in-title and assigns, provided any such successor-in-title or assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "B", attached hereto, or in Exhibit "C", attached hereto, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit "B" attached hereto, and in Exhibit "C", attached hereto, which is now or hereafter subjected to this Declaration, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one point in time.

(m) **"Declaration"** shall mean the Declaration of Protective Covenants for Heritage Plantation, as such document may be amended.

(n) **"General Assessments"** shall mean assessments levied for Association Expenses determined by the Board to benefit all Owners and Occupants.

(o) **"Lake Lot Owner"** shall mean the owner of any residence whose rear property line abuts a lake within the community (or a lake made available for the use and enjoyment of owners and occupants within the community) or whose rear property line would abut such lake if the strip of land between such property line and such was owned by the owner of such residence.

(p) **"Majority"** means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

(q) **"Member"** shall mean a Person that is a member of the Association as provided in the Declaration.

(r) **"Mortgage"** means any mortgage, deed of trust, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

(s) **"Mortgagee"** shall mean the holder of a Mortgage.

(t) **"Occupant"** shall mean any Person occupying all or any portion of a Residence or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

(u) **"Owner"** shall mean the record owner, whether one (1) or more Persons, of the fee simple title to any real property located within the Community, including contract sellers, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation and excluding contract purchasers.

(v) **"Person"** means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

(w) **"Residence"** shall mean a portion of the Community designated on an approved layout plan or subdivision plat, as more particularly described below, for any type of independent use and occupancy as a residence by a single family. For example, each single family detached home shall constitute a Residence; each condominium unit in a condominium development shall constitute a Residence; each Apartment Unit in an Apartment Complex shall constitute a Residence; and each townhome or cluster home unit in an attached or semi-attached housing development shall constitute a Residence. The foregoing examples are set out by way of illustration and not in limitation of the term "Residence." Residence shall include all portions of the land owned as well as any structure thereon, as described above. A Residence shall come into existence on the earliest date of the happening of any of the following events: (1) when a Certificate of Occupancy is issued by the proper governing authority; (2) in the case of a subdivision the expiration of two years from the date the subdivision is accepted for maintenance by the City of Madison, (unless made earlier by contract with owner).

(x) **"Supplementary Declaration"** shall mean an amendment to the Declaration subjecting additional property to the Declaration.

(y) **"Windsor Pointe Subdivision"** shall mean "WINDSOR POINTE OF HERITAGE PLANTATION A RESUBDIVISION OF TRACT 2B OF CASTLEGATE OF HERITAGE PLANTATION, A RESUBDIVISION OF TRACT TWO OF HERITAGE PLANTATION--AS RECORDED IN PLAT BOOK 34, PAGES 39 & 40." The said resubdivision is recorded in Plat Book 34, Pages 44-45, in the Office of the Judge of Probate, Madison County, Alabama.

BOOK PAGE
0889 0812

EXHIBIT "B"

Property Submitted

STATE OF ALABAMA
COUNTY OF MADISON

0889 0813

I, J.W. KENNEDY, A REGISTERED LAND SURVEYOR WITH THE FIRM OF CHYNOWETH / SOMERS, CONSULTING ENGINEERS, HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 6, AND THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 WEST, OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT BEING LOCATED AT THE APPROXIMATE CENTERLINES OF COUNTY LINE ROAD AND HUNTSVILLE-BROWNS FERRY ROAD; THENCE, SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, ALONG A LINE BETWEEN THE NORTHWEST CORNER OF SAID SECTION 6 AND A RAILROAD SPIKE FOUND AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA AND ALONG THE CENTER OF SAID COUNTY ROAD, A DISTANCE OF 6,117.13 FEET TO A POINT; THENCE, SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 60.02 FEET TO A POINT ON THE EAST MARGIN OF A 120 FOOT RIGHT-OF-WAY FOR COUNTY LINE ROAD AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 69 DEGREES 50 MINUTES 12 SECONDS EAST, A DISTANCE OF 481.76 FEET TO A POINT;

THENCE, SOUTH 17 DEGREES 40 MINUTES 46 SECONDS EAST, A DISTANCE OF 379.92 FEET TO A POINT;

THENCE, NORTH 49 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 361.82 FEET TO A POINT;

THENCE, SOUTH 38 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 20.01 FEET TO A POINT;

THENCE, NORTH 49 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 494.90 FEET TO A POINT;

THENCE, SOUTH 59 DEGREES 18 MINUTES 55 SECONDS EAST, A DISTANCE OF 71.98 FEET TO A POINT;

THENCE, NORTH 84 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 599.18 FEET TO A POINT;

THENCE, NORTH 05 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 155.00 FEET TO A POINT;

THENCE, SOUTH 76 DEGREES 54 MINUTES 29 SECONDS EAST, A DISTANCE OF 57.28 FEET TO A POINT;

THENCE, SOUTH 41 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 268.33 FEET TO A POINT;

THENCE, SOUTH 24 DEGREES 17 MINUTES 27 SECONDS EAST, A DISTANCE OF 387.22 FEET TO A POINT;

THENCE, SOUTH 25 DEGREES 22 MINUTES 06 SECONDS WEST, A DISTANCE OF 54.28 FEET TO A POINT;

THENCE, SOUTH 83 DEGREES 04 MINUTES 50 SECONDS WEST, A DISTANCE OF 163.16 FEET TO A POINT;

THENCE, SOUTH 58 DEGREES 56 MINUTES 30 SECONDS WEST, A DISTANCE OF 72.25 FEET TO A POINT;

THENCE, NORTH 88 DEGREES 50 MINUTES 57 SECONDS WEST, A DISTANCE OF 173.13 FEET TO A POINT;

THENCE, NORTH 72 DEGREES 35 MINUTES 06 SECONDS WEST, A DISTANCE OF 175.98 FEET TO A POINT;

THENCE, SOUTH 76 DEGREES 15 MINUTES 32 SECONDS WEST, A DISTANCE OF 111.24 FEET TO A POINT;

THENCE, NORTH 05 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 261.74

5000

FEET TO A POINT;

THENCE, SOUTH 84 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 187.08 FEET TO A POINT;

THENCE, AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 292.16 FEET AND A DELTA ANGLE OF 35 DEGREES 00 MINUTES 00 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 67 DEGREES 19 MINUTES 46 SECONDS WEST, 175.71 FEET TO A POINT;

THENCE, SOUTH 49 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A POINT;

THENCE, SOUTH 40 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 300.00 FEET TO A POINT;

THENCE, SOUTH 79 DEGREES 04 MINUTES 42 SECONDS WEST, A DISTANCE OF 143.27 FEET TO A POINT;

THENCE, SOUTH 39 DEGREES 57 MINUTES 49 SECONDS WEST, A DISTANCE OF 116.73 FEET TO A POINT;

THENCE, SOUTH 35 DEGREES 12 MINUTES 31 SECONDS WEST, A DISTANCE OF 237.70 FEET TO A POINT;

THENCE, SOUTH 69 DEGREES 18 MINUTES 07 SECONDS WEST, A DISTANCE OF 145.13 FEET TO A POINT;

THENCE, SOUTH 53 DEGREES 27 MINUTES 10 SECONDS WEST, A DISTANCE OF 154.94 FEET TO A POINT;

THENCE, SOUTH 43 DEGREES 34 MINUTES 29 SECONDS WEST, A DISTANCE OF 121.56 FEET TO A POINT;

THENCE, NORTH 27 DEGREES 12 MINUTES 49 SECONDS WEST, A DISTANCE OF 320.00 FEET TO A POINT;

THENCE, SOUTH 62 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 174.82 FEET TO A POINT;

THENCE, AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 274.57 FEET AND A DELTA ANGLE OF 62 DEGREES 00 MINUTES 00 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 31 DEGREES 49 MINUTES 46 SECONDS WEST, 282.83 FEET TO A POINT;

THENCE, SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 133.64 FEET TO A POINT;

THENCE, SOUTH 07 DEGREES 47 MINUTES 20 SECONDS EAST, A DISTANCE OF 60.08 FEET TO A POINT;

THENCE, SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 6.96 FEET TO A POINT;

THENCE, AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 44 DEGREES 10 MINUTES 14 SECONDS EAST, 35.36 FEET TO A POINT;

THENCE, SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 186.91 FEET

TO A POINT;

THENCE, AROUND A CURVE TO THE RIGHT, HAVING A RADIUS OF 215.95 FEET AND A DELTA ANGLE OF 73 DEGREES 04 MINUTES 13 SECONDS, A CHORD BEARING AND DISTANCE OF 257.12 FEET TO A POINT;

THENCE, SOUTH 16 DEGREES 06 MINUTES 01 SECONDS EAST, A DISTANCE OF 130.78 FEET TO A POINT;

THENCE, SOUTH 73 DEGREES 53 MINUTES 59 SECONDS WEST, A DISTANCE OF 220.67 FEET TO A POINT;

THENCE, NORTH 02 DEGREES 03 MINUTES 35 SECONDS WEST, A DISTANCE OF 84.24 FEET TO A POINT;

THENCE, NORTH 84 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF 131.00 FEET TO A POINT;

THENCE, NORTH 87 DEGREES 20 MINUTES 36 SECONDS WEST, A DISTANCE OF 68.06 FEET TO A POINT;

THENCE, SOUTH 00 DEGREES 34 MINUTES 09 SECONDS EAST, A DISTANCE OF 90.00 FEET TO A POINT;

THENCE, NORTH 89 DEGREES 49 MINUTES 35 SECONDS WEST, A DISTANCE OF 298.78 FEET TO A POINT ON THE EAST MARGIN OF A 120 FOOT RIGHT-OF-WAY FOR COUNTY LINE ROAD;

0889 0815

THENCE, NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, AND ALONG THE SAID EAST
MARGIN, A DISTANCE OF 1,665.00 FEET TO THE POINT OF BEGINNING AND CONTAINING
34.53 ACRES, MORE OR LESS.

CASTLEGATE

STATE OF ALABAMA
COUNTY OF MADISON

I, J.W. KENNEDY, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, WITH THE FIRM OF CHYNOWETH/SOMERS CONSULTING ENGINEERS, HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PART OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 WEST, OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT BEING LOCATED AT THE APPROXIMATE CENTERLINES OF COUNTY LINE ROAD AND HUNTSVILLE-BROWNS FERRY ROAD; THENCE, SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, ALONG A LINE BETWEEN THE NORTHWEST CORNER OF SAID SECTION 6 AND A RAILROAD SPIKE FOUND AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA AND ALONG THE CENTER OF SAID COUNTY ROAD, A DISTANCE OF 7,692.13 FEET TO A POINT; THENCE, SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 60.02 FEET TO A POINT ON THE EAST MARGIN OF A 120 FOOT RIGHT-OF-WAY FOR COUNTY LINE ROAD, THENCE, SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, AND ALONG THE SAID EAST MARGIN, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 89 DEGREES 49 MINUTES 35 SECONDS EAST, A DISTANCE OF 298.78 FEET TO A POINT;

THENCE, NORTH 00 DEGREES 34 MINUTES 09 SECONDS WEST, A DISTANCE OF 90.00 FEET TO A POINT;

THENCE, SOUTH 87 DEGREES 20 MINUTES 36 SECONDS EAST, A DISTANCE OF 68.06 FEET TO A POINT;

THENCE, SOUTH 84 DEGREES 59 MINUTES 45 SECONDS EAST, A DISTANCE OF 131.00 FEET TO A POINT;

THENCE, SOUTH 02 DEGREES 03 MINUTES 35 SECONDS EAST, A DISTANCE OF 95.73 FEET TO A POINT;

THENCE, SOUTH 14 DEGREE 30 MINUTES 51 SECONDS EAST, A DISTANCE OF 286.64 FEET TO A POINT;

THENCE, SOUTH 30 DEGREES 17 MINUTES 53 SECONDS EAST, A DISTANCE OF 156.48 FEET TO A POINT;

THENCE, SOUTH 46 DEGREES 14 MINUTES 09 SECONDS EAST, A DISTANCE OF 160.00 FEET TO A POINT;

THENCE, SOUTH 30 DEGREES 17 MINUTES 26 SECONDS EAST, A DISTANCE OF 88.40 FEET TO A POINT;

THENCE, SOUTH 43 DEGREES 45 MINUTES 51 SECONDS WEST, A DISTANCE OF 175.71 FEET TO A POINT;

THENCE, SOUTH 46 DEGREES 14 MINUTES 09 SECONDS EAST, A DISTANCE OF 90.17 FEET TO A POINT;

THENCE, SOUTH 43 DEGREES 45 MINUTES 51 SECONDS WEST, A DISTANCE OF 613.79 FEET TO A POINT ON THE NORTH BOUNDARY OF A RE-SUBDIVISION OF TRACT "B" OF HUNTINGTON CHASE SUBDIVISION, A PLAT OF SAME BEING RECORDED IN PLAT BOOK 28, PAGE 99, RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA;

THENCE, NORTH 89 DEGREES 26 MINUTES 08 SECONDS WEST, AND ALONG THE SAID NORTH BOUNDARY, A DISTANCE OF 347.86 FEET TO A POINT ON THE EAST MARGIN OF SAID

BOOK

0889 0817

COUNTY LINE ROAD;

THENCE, NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, AND ALONG THE SAID EAST MARGIN, A DISTANCE OF 1,250.00 FEET TO A TO THE POINT OF BEGINNING AND CONTAINING 18.08 ACRES, MORE OR LESS.

I CERTIFY THAT THE ABOVE DESCRIBED SURVEY AND PLAT IS TRUE AND CORRECT, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND LAND SURVEYING IN THE STATE OF ALABAMA.

THIS, THE 2ND. DAY OF JULY, 1996.

0889 0818

WINDSOR POINT, LESS COMMON AREA "B"

STATE OF ALABAMA
COUNTY OF MADISON

I, J.W. KENNEDY, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, WITH THE FIRM OF CHYNOWETH/SOMERS CONSULTING ENGINEERS, HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PART OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 WEST, OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT BEING LOCATED AT THE APPROXIMATE CENTERLINES OF COUNTY LINE ROAD AND HUNTSVILLE-BROWNS FERRY ROAD; THENCE, SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, ALONG A LINE BETWEEN THE NORTHWEST CORNER OF SAID SECTION 6 AND A RAILROAD SPIKE FOUND AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA AND ALONG THE CENTER OF SAID COUNTY ROAD, A DISTANCE OF 7,692.13 FEET TO A POINT; THENCE, SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 60.02 FEET TO A POINT ON THE EAST MARGIN OF A 120 FOOT RIGHT-OF-WAY FOR COUNTY LINE ROAD; THENCE, SOUTH 89 DEGREES 49 MINUTES 35 SECONDS EAST, A DISTANCE OF 296.58 FEET TO A POINT;

THENCE, SOUTH 87 DEGREES 20 MINUTES 36 SECONDS EAST, A DISTANCE OF 68.06 FEET TO A POINT; THENCE, SOUTH 84 DEGREES 59 MINUTES 45 SECONDS EAST, A DISTANCE OF 131.00 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 03 MINUTES 35 SECONDS EAST, A DISTANCE OF 84.24 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY;

THENCE, FROM THE POINT OF BEGINNING, NORTH 73 DEGREES 53 MINUTES 59 SECONDS EAST, A DISTANCE OF 220.67 FEET TO A POINT;

THENCE, SOUTH 16 DEGREES 06 MINUTES 01 SECONDS EAST, A DISTANCE OF 163.87 FEET TO A POINT;

THENCE, NORTH 70 DEGREES 32 MINUTES 31 SECONDS EAST, A DISTANCE OF 180.00 FEET TO A POINT;

THENCE, SOUTH 56 DEGREES 30 MINUTES 13 SECONDS EAST, A DISTANCE OF 121.72 FEET TO A POINT;

THENCE, SOUTH 80 DEGREES 03 MINUTES 34 SECONDS WEST, A DISTANCE OF 112.66 FEET TO A POINT;

THENCE, NORTH 24 DEGREES 42 MINUTES 02 SECONDS EAST, A DISTANCE OF 162.55 FEET TO A POINT;

THENCE, AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 50 FEET, AND A DELTA ANGLE OF 114 DEGREES 58 MINUTES 50 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 13 MINUTES 23 SECONDS EAST, 56.45 FEET TO A POINT;

THENCE, NORTH 25 DEGREES 33 MINUTES 52 SECONDS EAST, A DISTANCE OF 152.99 FEET TO A POINT;

THENCE, SOUTH 63 DEGREES 31 MINUTES 45 SECONDS EAST, A DISTANCE OF 75.00 FEET TO A POINT;

THENCE, SOUTH 55 DEGREES 43 MINUTES 14 SECONDS EAST, A DISTANCE OF 260.00 FEET TO A POINT;

THENCE, SOUTH 72 DEGREES 12 MINUTES 15 SECONDS EAST, A DISTANCE OF 240.00 FEET TO A POINT;

THENCE, SOUTH 53 DEGREES 05 MINUTES 11 SECONDS EAST, A DISTANCE OF 70.43 FEET TO A POINT;

THENCE, SOUTH 23 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 66.13 FEET

0889 0819

TO A POINT;
THENCE, SOUTH 03 DEGREES 32 MINUTES 12 SECONDS EAST, A DISTANCE OF 74.08 FEET
TO A POINT;
THENCE, SOUTH 00 DEGREES 33 MINUTES 52 SECONDS WEST, A DISTANCE OF 130.00
FEET TO A POINT;
THENCE, SOUTH 89 DEGREES 26 MINUTES 08 SECONDS EAST, A DISTANCE OF 15.00 FEET
TO A POINT;
THENCE, SOUTH 00 DEGREES 33 MINUTES 52 SECONDS WEST, A DISTANCE OF 200.00
FEET TO A POINT;
THENCE, NORTH 89 DEGREES 26 MINUTES 08 SECONDS WEST, A DISTANCE OF 735.00
FEET TO A POINT;
THENCE, SOUTH 00 DEGREES 33 MINUTES 52 SECONDS WEST, A DISTANCE OF 290.00
FEET TO A POINT;
THENCE, NORTH 89 DEGREES 26 MINUTES 08 SECONDS WEST, A DISTANCE OF 220.00
FEET TO A POINT;
THENCE, NORTH 45 DEGREES 01 MINUTES 17 SECONDS WEST, A DISTANCE OF 174.17
FEET TO A POINT;
THENCE, NORTH 30 DEGREES 17 MINUTES 26 SECONDS WEST, A DISTANCE OF 182.00
FEET TO A POINT;
THENCE, NORTH 46 DEGREES 14 MINUTES 09 SECONDS WEST, A DISTANCE OF 160.00
FEET TO A POINT;
THENCE, NORTH 30 DEGREES 17 MINUTES 53 SECONDS WEST, A DISTANCE OF 156.48
FEET TO A POINT;
THENCE, SOUTH 14 DEGREES 30 MINUTES 51 SECONDS WEST, A DISTANCE OF 286.64
FEET TO A POINT;
THENCE, NORTH 02 DEGREES 03 MINUTES 35 SECONDS WEST, A DISTANCE OF 11.49 FEET
TO THE POINT OF BEGINNING AND CONTAINING 19.22 ACRES, MORE OR LESS.

0889 0820

LAKE, CLUBHOUSE AND COMMON AREA "B"

STATE OF ALABAMA
COUNTY OF MADISON.

I, J.W. KENNEDY, A REGISTERED LAND SURVEYOR WITH THE FIRM OF CHYNOWETH / SOMERS, CONSULTING ENGINEERS, HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 WEST, OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT BEING LOCATED AT THE APPROXIMATE CENTERLINES OF COUNTY LINE ROAD AND HUNTSVILLE-BROWNS FERRY ROAD; THENCE, SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, ALONG A LINE BETWEEN THE NORTHWEST CORNER OF SAID SECTION 6 AND A RAILROAD SPIKE FOUND AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA AND ALONG THE CENTER OF SAID COUNTY ROAD, A DISTANCE OF 7442.13 FEET TO A POINT; THENCE, SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 339.02 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 186.91 FEET TO A POINT;

THENCE, AROUND A CURVE TO THE RIGHT, HAVING A RADIUS OF 215.95 FEET AND A DELTA ANGLE OF 73 DEGREES 04 MINUTES 13 SECONDS, A CHORD BEARING AND DISTANCE OF 257.12 FEET TO A POINT;

THENCE, SOUTH 16 DEGREES 06 MINUTES 01 SECONDS EAST, A DISTANCE OF 294.55 FEET TO A POINT;

THENCE, NORTH 70 DEGREES 32 MINUTES 31 SECONDS EAST, A DISTANCE OF 180.00 FEET TO A POINT;

THENCE, SOUTH 56 DEGREES 30 MINUTES 18 SECONDS EAST, A DISTANCE OF 121.72 FEET TO A POINT;

THENCE, SOUTH 80 DEGREES 03 MINUTES 34 SECONDS EAST, A DISTANCE OF 112.66 FEET TO A POINT;

THENCE, NORTH 24 DEGREES 42 MINUTES 02 SECONDS EAST, A DISTANCE OF 162.55 FEET TO A POINT;

THENCE, AROUND A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET AND A DELTA ANGLE OF 114 DEGREES 58 MINUTES 50 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 13 MINUTES 23 SECONDS EAST, 84.33 FEET TO A POINT;

THENCE, NORTH 25 DEGREES 33 MINUTES 52 SECONDS EAST, A DISTANCE OF 152.99 FEET TO A POINT;

THENCE, NORTH 63 DEGREES 31 MINUTES 45 SECONDS WEST, A DISTANCE OF 107.74 FEET TO A POINT;

THENCE, NORTH 26 DEGREES 49 MINUTES 02 SECONDS EAST, A DISTANCE OF 389.75 FEET TO A POINT;

THENCE, NORTH 52 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 220.74 FEET TO A POINT;

THENCE, NORTH 18 DEGREES 25 MINUTES 35 SECONDS WEST, A DISTANCE OF 417.72 FEET TO A POINT;

THENCE, NORTH 58 DEGREES 03 MINUTES 04 SECONDS EAST, A DISTANCE OF 59.90 FEET TO A POINT;

THENCE, NORTH 88 DEGREES 57 MINUTES 55 SECONDS EAST, A DISTANCE OF 54.53 FEET TO A POINT;

THENCE, NORTH 76 DEGREES 15 MINUTES 32 SECONDS EAST, A DISTANCE OF 48.55 FEET TO A POINT;

THENCE, NORTH 05 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 261.74 FEET TO A POINT;

889 0821

THENCE, SOUTH 84 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 187.08 FEET TO A POINT;

THENCE, AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 292.16 FEET AND A DELTA ANGLE OF 35 DEGREES 00 MINUTES 00 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 67 DEGREES 19 MINUTES 46 SECONDS WEST, 175.71 FEET TO A POINT;

THENCE, SOUTH 49 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A POINT;

THENCE, SOUTH 40 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 300.00 FEET TO A POINT;

THENCE, SOUTH 79 DEGREES 04 MINUTES 4 SECONDS WEST, A DISTANCE OF 143.27 FEET TO A POINT;

THENCE, SOUTH 39 DEGREES 57 MINUTES 49 SECONDS WEST, A DISTANCE OF 116.73 FEET TO A POINT;

THENCE, SOUTH 35 DEGREES 12 MINUTES 31 SECONDS WEST, A DISTANCE OF 237.70 FEET TO A POINT;

THENCE, SOUTH 69 DEGREES 18 MINUTES 07 SECONDS WEST, A DISTANCE OF 145.13 FEET TO A POINT;

THENCE, SOUTH 53 DEGREES 27 MINUTES 10 SECONDS WEST, A DISTANCE OF 154.94 FEET TO A POINT;

THENCE, SOUTH 43 DEGREES 34 MINUTES 29 SECONDS WEST, A DISTANCE OF 121.56 FEET TO A POINT;

THENCE, NORTH 27 DEGREES 12 MINUTES 49 SECONDS WEST, A DISTANCE OF 320.00 FEET TO A POINT;

THENCE, SOUTH 62 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 174.82 FEET TO A POINT;

THENCE, AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 274.57 FEET AND A DELTA ANGLE OF 62 DEGREES 00 MINUTES 00 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 31 DEGREES 49 MINUTES 46 SECONDS WEST, 282.83 FEET TO A POINT;

THENCE, SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 133.64 FEET TO A POINT;

THENCE, SOUTH 07 DEGREES 47 MINUTES 20 SECONDS EAST, A DISTANCE OF 60.08 FEET TO A POINT;

THENCE, SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 6.96 FEET TO A POINT;

THENCE, AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 44 DEGREES 10 MINUTES 14 SECONDS EAST, 35.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 21.31 ACRES, MORE OR LESS.

3001 PAGE
0889 0822

EXHIBIT "C"

**Additional Property Which Can Be Unilaterally
Submitted By Declarant**

All real property described in the conveyance by Christy Burnett Nickelson, Barney C. Nickelson, and William K. Burgreen to Heritage Plantation, Inc., by warranty deed dated July 12, 1996, and recorded in Deed Book 878, Page 353, in the Office of the Judge of Probate, Madison County, Alabama, less and except that described in Exhibit "B," which is already subject to these Restrictions.

AND ALSO:

All real property owned by Christy Burnett Nickelson and/or Barney C. Nickelson lying in Sections 1 and 12, Township 4 South, Range 3 West, Limestone County, Alabama, said property lying between County Line Road and Burgreen Road and containing 400 acres, more or less.

AND ALSO:

In addition to the above-described, all land, if any, contiguous or adjacent to or adjoining either the land above-described or the land described in exhibit "B," and owned, either currently or subsequent to the execution of this instrument, by Christy Burnett Nickelson, Barney C. Nickelson, William K. Burgreen, and/or Heritage Plantation, Inc., whether said land lies in Madison County, Alabama or Limestone County, Alabama.

STATE OF ALA. MADISON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED IN
97 JAN 27 PM 4:12
NOTARY PUBLIC
JAMES H. BURDICK
JAN 27 1997
NOTARY PUBLIC
JAMES H. BURDICK
JAN 27 1997

STATE OF ALABAMA
MADISON COUNTY

3001 2201
0940 0734

13599

AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR
HERITAGE PLANTATION SUBDIVISION
AND
SUPPLEMENTAL DECLARATION
FOR WINDSOR POINTE PHASE THREE

WHEREAS, heretofore on the 27th day of January, 1997, the undersigned, Heritage Plantation, Inc., an Alabama corporation, as Declarant, did promulgate and file for record Declaration of Protective Covenants for Heritage Plantation, a residential subdivision, which said Declaration of Protective Covenants is recorded in Deed Book 889, Page 751, of the Office of the Judge of Probate of Madison County, Alabama.

Whereas, Article X, Section 1, of said Declaration of Protective Covenants of Heritage Plantation provides that the Declarant may subject additional parcels of real property described in Exhibit "C," of said declaration and may promulgate amendments to the restrictive covenants as provided in Article XIII, Section 4, by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama.

NOW THEREFORE, pursuant to the provisions of said Article X, Section 1, and Article XIII, Section 4, of the Declaration of Protective Covenants of Heritage Plantation, the undersigned, Heritage Plantation, Inc., an Alabama corporation, does by these presents amend said declaration in the following manner:

1. The definition of "Windsor Pointe Subdivision," as set forth in Exhibit 1(y), is expanded to also include the following: "WINDSOR POINTE OF HERITAGE PLANTATION, PHASE THREE, AS RECORDED IN PLAT BOOK 37, PAGE 93, A RESUBDIVISION OF TRACT 2B OF CASTLEGATE OF HERITAGE PLANTATION, AS RECORDED IN PLAT BOOK 34, PAGES 39 & 40, A RESUBDIVISION OF TRACT TWO OF HERITAGE PLANTATION, AS RECORDED IN PLAT BOOK 33, PAGE 94.

2. All of the additional properties described in both the above referenced plat and in attached exhibit "A," which is incorporated herein by reference, are subject to the restrictions set forth in the Declaration of Protective Covenants as recorded in Deed Book 889, Page 751, Office of the Judge of Probate of Madison County, Alabama, as may be amended from time to time.

IN WITNESS WHEREOF, the undersigned, Heritage Plantation, Inc., an Alabama corporation, has caused this instrument to be executed on this the 9th day of March, 1999.

HERITAGE PLANTATION, INC.

By: Sandra Steele
Sandra Steele
Its: Vice-President

5.00
1.00
0.25
1.00
7.25

STATE OF ALABAMA
COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Sandra Steele, whose name as Vice-President of Heritage Plantation, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said corporation.

This the 9th day of March, 1999.

[Signature]
Notary Public

My Commission Expires: 11/20/2001

This Instrument Prepared By:
Samuel H. Givhan
Watson Jimmerson, P.C.
200 Clinton Avenue, Suite 800
Huntsville, Alabama 35801
f:\...\restrictions\enfinger\covenant.windsor.ph3

11:34 AM 6-8-99
STATE OF ALABAMA
JUDGE OF PROBATE
MADISON COUNTY

STATE OF ALABAMA

300* PAGE

MADISON COUNTY

0940 0732

13598

AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR
HERITAGE PLANTATION SUBDIVISION
AND
SUPPLEMENTAL DECLARATION
FOR WINDSOR POINTE PHASE FOUR

WHEREAS, heretofore on the 27th day of January, 1997, the undersigned, Heritage Plantation, Inc., an Alabama corporation, as Declarant, did promulgate and file for record Declaration of Protective Covenants for Heritage Plantation, a residential subdivision, which said Declaration of Protective Covenants is recorded in Deed Book 889, Page 751, of the Office of the Judge of Probate of Madison County, Alabama.

Whereas, Article X, Section 1, of said Declaration of Protective Covenants of Heritage Plantation provides that the Declarant may subject additional parcels of real property described in Exhibit "C," of said declaration and may promulgate amendments to the restrictive covenants as provided in Article XIII, Section 4, by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama.

NOW THEREFORE, pursuant to the provisions of said Article X, Section 1, and Article XIII, Section 4, of the Declaration of Protective Covenants of Heritage Plantation, the undersigned, Heritage Plantation, Inc., an Alabama corporation, does by these presents amend said declaration in the following manner:

1. The definition of "Windsor Pointe Subdivision," as set forth in Exhibit 1(y), is expanded to also include the following: "WINDSOR POINTE OF HERITAGE PLANTATION, PHASE FOUR, AS RECORDED IN PLAT BOOK 37, PAGE 92, A RESUBDIVISION OF TRACT 2A OF CASTLEGATE OF HERITAGE PLANTATION, AS RECORDED IN PLAT BOOK 34, PAGES 39 & 40, A RESUBDIVISION OF TRACT TWO OF HERITAGE PLANTATION, AS RECORDED IN PLAT BOOK 33, PAGE 94.

2. All of the additional properties described in both the above referenced plat and in attached exhibit "A," which is incorporated herein by reference, are subject to the restrictions set forth in the Declaration of Protective Covenants as recorded in Deed Book 889, Page 751, Office of the Judge of Probate of Madison County, Alabama, as may be amended from time to time.

IN WITNESS WHEREOF, the undersigned, Heritage Plantation, Inc., an Alabama corporation, has caused this instrument to be executed on this the 9th day of March, 1999.

HERITAGE PLANTATION, INC.

By: Sandra Steele
Its: Vice-President

5.00
1.00
0.25
1.00
7.25

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Sandra Steele, whose name as Vice-President of Heritage Plantation, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said corporation.

This the 9th day of March, 1999.

Notary Public

My Commission Expires: 11/20/2001

This Instrument Prepared By:
Samuel H. Givhan
Watson Jimmerson, P.C.
200 Clinton Avenue, Suite 800
Huntsville, Alabama 35801
FILED: restrictions/venfinger/covenant/windsor.ph4

99 MAR -9 PM 3:18

FILED

STATE OF ALABAMA

MADISON COUNTY

AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR
HERITAGE PLANTATION SUBDIVISION
AND
SUPPLEMENTAL DECLARATION FOR

BILTMORE BEND PHASE THREE

WHEREAS, heretofore on the 27th day of January, 1997, the undersigned, Heritage Plantation, Inc., an Alabama corporation, as Declarant, did promulgate and file for record Declaration of Protective Covenants for Heritage Plantation, a residential subdivision, which said Declaration of Protective Covenants is recorded in Deed Book 889, Page 751, of the Office of the Judge of Probate of Madison County, Alabama.

Whereas, Article X, Section 1, of said Declaration of Protective Covenants of Heritage Plantation provides that the Declarant may subject additional parcels of real property described in Exhibit "C," of said declaration and may promulgate amendments to the restrictive covenants as provided in Article XIII, Section 4, by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama.

NOW THEREFORE, pursuant to the provisions of said Article X, Section 1, and Article XIII, Section 4, of the Declaration of Protective Covenants of Heritage Plantation, the undersigned, Heritage Plantation, Inc., an Alabama corporation, and Union Planters Bank, N.A., as mortgagee, do by these presents amend said declaration in the following manner:

7.50
1.00
1.00
94.

1. The definition of "Biltmore Bend Subdivision," as set forth in Exhibit 1(y), is expanded to also include the following: "BILTMORE BEND OF HERITAGE PLANTATION, PHASE THREE, AS RECORDED IN PLAT BOOK 38, PAGE 17, A RESUBDIVISION OF TRACT FOUR OF HERITAGE PLANTATION, AS RECORDED IN PLAT BOOK 33, PAGE

9.75

2. For the property submitted in this Supplemental Declaration, Section 38(a)(iv) of the original declaration is amended to read as follows: "DWELLINGS CONSTRUCTED ON THE LOTS OF SAID SUBDIVISION SHALL HAVE AT LEAST THREE THOUSAND SQUARE FEET OF HEATED AREA." This provision shall not change the general requirement of three thousand five hundred square feet of heated area for lots in the Biltmore Bend Subdivision or future additions.

3. All of the additional properties described in both the above referenced plat and in attached exhibit "A," which is incorporated herein by reference, are subject to the restrictions set forth in the Declaration of Protective Covenants as recorded in Deed Book 889, Page 751, Office of the Judge of Probate of Madison County, Alabama, as may be amended from time to time, which otherwise remain in full force and effect and are hereby ratified and affirmed.

IN WITNESS WHEREOF, the undersigned, Heritage Plantation, Inc., an Alabama corporation, and Union Planters Bank, N.A., have caused this instrument to be executed on this the 9th day of January, 1999.

HERITAGE PLANTATION, INC.

By: Sandra Steele
Sandra Steele

Its: Vice-President

Ratified By Mortgagee:

UNION PLANTERS BANK, N.A.

By: Robert E. DeHoff

Its: Senior Vice President

STATE OF ALA. MADISON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED
99 JUN 10 PM 12:00
RECORDED & INDEXED
PD. ON THIS INSTRUMENT
JUDGE OF PROBATE

STATE OF ALABAMA


BOOK PAGE

COUNTY OF MADISON

0947 0330

Before me, the undersigned authority, this day personally appeared Sandra Steele, whose name as Vice-President of Heritage Plantation, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said corporation.

This the 9th day of June, 1999.


 Notary Public


 My Commission Expires: 11-20-2001

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Robert E. DeNefe whose name as Senior Vice President of Union Planters Bank, N.A., is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, s/he as such officer and with full authority executed the same voluntarily on the day the same bears date in his/her capacity as such officer and for the act of said corporation.

This the 9th day of June, 1999.


 Notary Public

 My Commission Expires: 11-20-2001

This Instrument Prepared By:
 Samuel H. Givhan
 Watson Jimmerson, P.C.
 200 Clinton Avenue, Suite 800
 Huntsville, Alabama 35801
 f:\...restrictions\enfinger\cover\mtc.baltimore.ph3

BOOK PAGE

0947 0331

EXHIBIT A

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 WEST, OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF SECTION 6, SAID POINT BEING LOCATED AT THE APPROXIMATE CENTERLINES OF COUNTY LINE ROAD AND HUNTSVILLE-BROWNS FERRY ROAD; THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, ALONG A LINE BETWEEN THE NORTHWEST CORNER OF SAID SECTION 6 AND A RAILROAD SPIKE FOUND AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA AND ALONG THE CENTER OF SAID COUNTY ROAD, A DISTANCE OF 6,117.13 FEET TO A POINT; THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST A DISTANCE OF 60.02 FEET TO A POINT ON THE EAST MARGIN OF A 120 FOOT RIGHT-OF-WAY FOR COUNTY LINE ROAD AND THE POINT ON BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY;

THENCE FROM THE POINT OF BEGINNING, SOUTH 89 DEGREES 50 MINUTES 12 SECONDS EAST, A DISTANCE OF 481.76 FEET TO A POINT;
THENCE SOUTH 17 DEGREES 40 MINUTES 46 SECONDS EAST, A DISTANCE OF 379.92 FEET TO A POINT;
THENCE NORTH 49 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 361.82 FEET TO A POINT;
THENCE SOUTH 38 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 20.01 FEET TO A POINT;
THENCE NORTH 49 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 494.89 FEET TO A POINT;
THENCE NORTH 37 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 275.99 FEET TO A POINT;
THENCE NORTH 41 DEGREES 49 MINUTES 31 SECONDS WEST, A DISTANCE OF 117.45 FEET TO A POINT;
THENCE NORTH 50 DEGREES 01 MINUTE 50 SECONDS WEST, A DISTANCE OF 121.81 FEET TO A POINT;
THENCE NORTH 54 DEGREES 11 MINUTES 33 SECONDS WEST, A DISTANCE OF 244.30 FEET TO A POINT;
THENCE SOUTH 24 DEGREES 39 MINUTES 18 SECONDS WEST, A DISTANCE OF 75.18 FEET TO A POINT;
THENCE NORTH 86 DEGREES 45 MINUTES 38 SECONDS WEST, A DISTANCE OF 81.79 FEET TO A POINT;
THENCE NORTH 80 DEGREES 17 MINUTES 26 SECONDS WEST, A DISTANCE OF 135.00 FEET TO A POINT;
THENCE NORTH 57 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 146.28 FEET TO A POINT;
THENCE NORTH 76 DEGREES 39 MINUTES 28 SECONDS WEST, A DISTANCE OF 112.30 FEET TO A POINT;
THENCE NORTH 71 DEGREES 42 MINUTES 08 SECONDS WEST A DISTANCE OF 77.86 FEET TO A POINT;
THENCE NORTH 87 DEGREES 53 MINUTES 31 SECONDS WEST, A DISTANCE OF 136.06 FEET TO A POINT ON THE EAST MARGIN OF SAID 120 FOOT RIGHT-OF-WAY;
THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, AND ALONG THE SAID EAST MARGIN, A DISTANCE OF 630.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.39 ACRES, MORE OR LESS.

RECORDED IN THE PUBLIC RECORDS OF MADISON COUNTY, ALABAMA
INDEXED IN THE PUBLIC RECORDS OF MADISON COUNTY, ALABAMA
99 JUN 10 PM 12:02
STATE OF ALABAMA
MADISON COUNTY
I CERTIFY THIS INSTRUMENT WAS FILED IN THE PUBLIC RECORDS OF MADISON COUNTY, ALABAMA
JUN 10 2000

STATE OF ALABAMA

LIMESTONE COUNTY

AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR
HERITAGE PLANTATION SUBDIVISION
AND
SUPPLEMENTAL DECLARATION
FOR CAMBRIDGE, PHASES ONE & TWO

WHEREAS, heretofore on the 27th day of January, 1997, the undersigned, Heritage Plantation, Inc., an Alabama corporation, as Declarant, did promulgate and file for record Declaration of Protective Covenants for Heritage Plantation, a residential subdivision, which said Declaration of Protective Covenants is recorded in Deed Book 889, Page 751, in the Office of the Judge of Probate of Madison County, Alabama.

WHEREAS, said declaration was subsequently recorded in Book 2000, Page 35344, in the Office of the Judge of Probate of Limestone County, Alabama.

WHEREAS, Article X, Section 1, of said Declaration of Protective Covenants of Heritage Plantation provides that the Declarant may subject additional parcels of real property described in Exhibit "C," of said declaration and may promulgate amendments to the restrictive covenants as provided in Article XIII, Section 4, by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama, or Limestone County, as the case may be.

NOW THEREFORE, pursuant to the provisions of said Article X, Section 1, and Article XIII, Section 4, of the Declaration of Protective Covenants of Heritage Plantation, the undersigned, Heritage Plantation, Inc., as Declarant, and Union Planters Bank, N.A., as Mortgagee, do by these presents amend said declaration in the following manner:

1. All of the additional properties described in attached exhibit "A," which is incorporated herein by reference, is subject to the restrictions set forth in the Declaration of Protective Covenants as recorded in Deed Book 889, Page 751, Office of the Judge of Probate of Madison County, Alabama, as may be amended from time to time.

2. As to the property described in exhibit "A," (hereinafter referred to as "Cambridge") said Declaration is modified by the following additional restrictions:

(a) All dwellings and permitted accessory buildings constructed on the lots of Cambridge shall have an exterior of at least seventy-five percent stone or masonry brick construction, with no less than sixty percent of the exterior of each side of the dwellings or buildings consisting stone or masonry brick. Visible unpainted red or yellow "sewer brick" will not be allowed.

(b) All dwellings in Cambridge shall have side or rear entry garages. No front entry garages will be permitted.

(c) Roofs of dwellings constructed on all Cambridge lots shall be of architectural grade shingles.

(d) Dwellings constructed on the lots of Cambridge shall have at least two thousand five hundred square feet of heated area.

(e) All dwellings shall have a roof pitch of 6/12 or greater.

(f) Each lot in Cambridge shall contain a Mailbox approved by either the Architectural Review Committee or the Board.

IN WITNESS WHEREOF, the undersigned, Heritage Plantation, Inc., an Alabama corporation, and Union Planters Bank, N.A., a national banking association, have caused this instrument to be executed on this the 22nd day of November, 2000.

HERITAGE PLANTATION, INC.

By: *Sandra Steele*

Sandra Steele

Its: Vice-President

UNION PLANTERS BANK, N.A.

By: *Robert E. DeNeefe*

Robert E. DeNeefe

Its: Vice-President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Sandra Steele, whose name as Vice-President of Heritage Plantation, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said corporation.

This the 20th day of November, 2000.

H. Dan Miller

Notary Public

My Commission Expires: 09-09-02

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Robert E. DeNeefe, whose name as Vice-President of Union Planters Bank, N.A., is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said banking institution.

This the 20th day of November, 2000.

H. Dan Miller

Notary Public

My Commission Expires: 09-09-02

This Instrument Prepared By: Samuel H. Givhan
Watson, Jimmerson, Givhan & Martin, P.C.
200 Clinton Avenue, Suite 800
Huntsville, Alabama 35801
f:\...\restrictions\enfingercovenant.cambridg.1st

Exhibit A

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

98-006 CAMBRIDGE PHASE ONE

I, J.W. KENNEDY, A REGISTERED LAND SURVEYOR WITH THE FIRM OF CHYNOWETH & KENNEDY, INC. LOCATED IN HUNTSVILLE, ALABAMA, HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 3 WEST, OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 1, SAID POINT BEING LOCATED AT THE APPROXIMATE CENTERLINES OF COUNTY LINE ROAD AND HUNTSVILLE-BROWNS FERRY ROAD; THENCE, SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, ALONG A LINE BETWEEN THE NORTHEAST CORNER OF SAID SECTION 1 AND A RAILROAD SPIKE FOUND AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA AND ALONG THE CENTER OF SAID COUNTY LINE ROAD, A DISTANCE OF 3,417.91 FEET TO P.K. NAIL FOUND IN THE CENTER OF COUNTY LINE ROAD, THENCE, NORTH 89 DEGREES 21 MINUTES 36 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8" REBAR FOUND ON THE WEST MARGIN OF A 120-FOOT RIGHT OF WAY FOR SAID COUNTY LINE ROAD, SAID POINT BEING FURTHER DESCRIBED AS BEING LOCATED ON THE SOUTH BOUNDARY OF THAT PROPERTY DESCRIBED IN FICHE 95386, PAGE 024, RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, AND ALONG SAID WEST MARGIN A DISTANCE OF 4009.38 FEET TO A POINT; THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY;

THENCE FROM THE POINT OF BEGINNING SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, AND ALONG SAID WEST MARGIN A DISTANCE OF 130.00 FEET TO A POINT;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AND A DELTA ANGLE OF 90 DEGREES 49 MINUTES 44 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 44 DEGREES 35 MINUTES 06 SECONDS WEST, AND LEAVING SAID WEST MARGIN OF COUNTY LINE ROAD 35.61 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, A DISTANCE OF 360.29 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, AND A DELTA ANGLE OF 10 DEGREES 21 MINUTES 02 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 84 DEGREES 49 MINUTES 35 SECONDS WEST, 14.43 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 146.32 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 275.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 77 DEGREES 51 MINUTES 38 SECONDS WEST, A DISTANCE OF 50.99 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 175.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 63 DEGREES 41 MINUTES 13 SECONDS WEST, A DISTANCE OF 189.82 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 26 DEGREES 18 MINUTES 47 SECONDS WEST, A DISTANCE OF 40.09 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 53 DEGREES 27 MINUTES 34 SECONDS WEST, A DISTANCE OF 200.48 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 31 DEGREES 33 MINUTES 50 SECONDS WEST, A DISTANCE OF 112.72 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 18 DEGREES 52 MINUTES 10 SECONDS WEST, A DISTANCE OF 178.26 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 12 DEGREES 47 MINUTES 45 SECONDS WEST, A DISTANCE OF 50.13 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 03 DEGREES 34 MINUTES 05 SECONDS WEST, A DISTANCE OF 537.36 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 39 DEGREES 46 MINUTES 14 SECONDS WEST, A DISTANCE OF 150.19 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 50 DEGREES 13 MINUTES 46 SECONDS EAST, A DISTANCE OF 511.69 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 39 DEGREES 46 MINUTES 14 SECONDS EAST, A DISTANCE OF 74.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 570.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 30.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 21.35 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 113.81 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 15 DEGREES 48 MINUTES 46 SECONDS EAST, A DISTANCE OF 79.90 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 29 DEGREES 55 MINUTES 37 SECONDS EAST, A DISTANCE OF 79.81 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 44 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 79.69 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 44 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 79.69 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 58 DEGREES 05 MINUTES 36 SECONDS EAST, A DISTANCE OF 79.54 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 72 DEGREES 08 MINUTES 14 SECONDS EAST, A DISTANCE OF 79.38 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 86 DEGREES 04 MINUTES 30 SECONDS EAST, A DISTANCE OF 84.85 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 300.03 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 150.05 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 22.90 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 260.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 172.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 89 DEGREES 59 MINUTES 44 SECONDS EAST, A DISTANCE OF 65.37 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AND A DELTA ANGLE OF 89 DEGREES, 10 MINUTES, 31 SECONDS, A CHORD BEARING A DISTANCE OF NORTH 45 DEGREES, 25 MINUTES, 01 SECONDS EAST; 35.10 FEET TO THE BEGINNING OF THE DESCRIBED PROPERTY; ALSO CONTAINS 17.93 ACRES, MORE OR LESS.

SUBJECT TO ALL PRESENTLY EXISTING ROAD RIGHT-OF-WAY EASEMENTS AND ALL EXISTING INGRESS AND EGRESS EASEMENTS, RECORDED OR UNRECORDED.

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE.

ACCORDING TO MY SURVEY THIS THE 16TH. DAY OF JUNE 2000.

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

98-006 CAMBRIDGE PHASE TWO

I, J.W. KENNEDY, A REGISTERED LAND SURVEYOR WITH THE FIRM OF CHYNOWETH & KENNEDY, INC. LOCATED IN HUNTSVILLE, ALABAMA, HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 3 WEST, OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT A RAILROAD SPIKE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 1, SAID POINT BEING LOCATED AT THE APPROXIMATE CENTERLINES OF COUNTY LINE ROAD AND HUNTSVILLE-BROWNS FERRY ROAD; THENCE, SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, ALONG A LINE BETWEEN THE NORTHEAST CORNER OF SAID SECTION 1 AND A RAILROAD SPIKE FOUND AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA AND ALONG THE CENTER OF SAID COUNTY LINE ROAD, A DISTANCE OF 3,417.91 FEET TO P.K. NAIL FOUND IN THE CENTER OF COUNTY LINE ROAD, THENCE, NORTH 89 DEGREES 21 MINUTES 36 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8" REBAR FOUND ON THE WEST MARGIN OF A 120 FOOT RIGHT OF WAY FOR SAID COUNTY LINE ROAD, SAID POINT BEING FURTHER DESCRIBED AS BEING LOCATED ON THE SOUTH BOUNDARY OF THAT PROPERTY DESCRIBED IN FICHE 95386, PAGE 024, RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, AND ALONG SAID WEST MARGIN A DISTANCE OF 2088.32 FEET 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS" TO A POINT; THENCE NORTH 89 DEGREES 10 MINUTES 14 SECONDS WEST, AND LEAVING SAID WEST MARGIN A DISTANCE OF 320.37 FEET 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS"; THENCE SOUTH 61 DEGREES 25 MINUTES 57 SECONDS WEST, A DISTANCE OF 288.00 FEET 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS" AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY;

THENCE FROM THE POINT OF BEGINNING SOUTH 28 DEGREES 34 MINUTES 03 SECONDS WEST, A DISTANCE OF 145.23 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 1550.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 300.03 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 86 DEGREES 04 MINUTES 30 SECONDS WEST, A DISTANCE OF 84.85 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 72 DEGREES 08 MINUTES 14 SECONDS WEST, A DISTANCE OF 79.38 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 58 DEGREES 05 MINUTES 36 SECONDS WEST, A DISTANCE OF 79.54 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 44 DEGREES 01 MINUTES 19 SECONDS WEST, A DISTANCE OF 79.69

FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 29 DEGREES 55 MINUTES 37 SECONDS WEST, A DISTANCE OF 79.81 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 15 DEGREES 48 MINUTES 46 SECONDS WEST, A DISTANCE OF 79.90 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 113.81 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 21.35 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 30.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 570.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 39 DEGREES 48 MINUTES 14 SECONDS WEST, A DISTANCE OF 74.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 50 DEGREES 13 MINUTES 46 SECONDS EAST, A DISTANCE OF 399.11 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 61 DEGREES 25 MINUTES 57 SECONDS EAST, A DISTANCE OF 429.08 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY AND CONTAINING 23.08 ACRES, MORE OR LESS.

SUBJECT TO ALL PRESENTLY EXISTING ROAD RIGHT-OF-WAY EASEMENTS AND ALL EXISTING INGRESS AND EGRESS EASEMENTS, RECORDED OR UNRECORDED.

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

ACCORDING TO MY SURVEY THIS THE 16TH. DAY OF JUNE, 2000.

As recorded in Plat Book 9 Page 45, 46, 47 Probate Judge's Office of Limestone County, Alabama.

STATE OF ALABAMA

LIMESTONE COUNTY

AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR
HERITAGE PLANTATION SUBDIVISION
AND
SUPPLEMENTAL DECLARATION
FOR WATERFORD, PHASE ONE

WHEREAS, heretofore on the 27th day of January, 1997, the undersigned, Heritage Plantation, Inc., an Alabama corporation, as Declarant, did promulgate and file for record Declaration of Protective Covenants for Heritage Plantation, a residential subdivision, which said Declaration of Protective Covenants is recorded in Deed Book 889, Page 751, in the Office of the Judge of Probate of Madison County, Alabama.

WHEREAS, said declaration was subsequently recorded in Book 2000, Page 35344, in the Office of the Judge of Probate of Limestone County, Alabama.

WHEREAS, Article X, Section 1, of said Declaration of Protective Covenants of Heritage Plantation provides that the Declarant may subject additional parcels of real property described in Exhibit "C," of said declaration and may promulgate amendments to the restrictive covenants as provided in Article XIII, Section 4, by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama, or Limestone County, as the case may be.

NOW WHEREFORE, pursuant to the provisions of said Article X, Section 1, and Article XIII, Section 4, of the Declaration of Protective Covenants of Heritage Plantation, the undersigned, Heritage Plantation, Inc., as Declarant, and Union Planters Bank, N.A., as Mortgagee, do by these presents amend said declaration in the following manner:

1. All of the additional properties described in attached exhibit "A," which is incorporated herein by reference, is subject to the restrictions set forth in the Declaration of Protective Covenants as recorded in Deed Book 889, Page 751, Office of the Judge of Probate of Madison County, Alabama, as may be amended from time to time.

2. As to the property described in exhibit "A," (hereinafter referred to as "Waterford") said Declaration is further modified by the following additional restrictions:

(a) All dwellings and permitted accessory buildings constructed on the lots of Waterford shall have an exterior of at least ninety percent stone or masonry brick construction, with no less than eighty percent of the exterior of each side of the dwellings or buildings consisting of stone or masonry brick. Visible unpainted red or yellow "sewer brick" will not be allowed.

(b) All dwellings in Waterford shall have side or rear entry garages. No front entry garages will be permitted.

(c) Roofs of dwellings constructed on all Waterford lots shall be of architectural grade shingles.

(d) Dwellings constructed on the lots of Waterford shall have at least three thousand square feet of heated area.

(e) All dwellings shall have a roof pitch of 8/12 or greater.

(f) Each lot in Waterford shall contain a Mailbox approved by either the Architectural Review Committee or the Board.

IN WITNESS WHEREOF, the undersigned, Heritage Plantation, Inc., an Alabama corporation, and Union Planters Bank, N.A., a national banking association, have caused this instrument to be executed on this the 29th day of November, 2000.

HERITAGE PLANTATION, INC.

By: *Sandra Steele*

Sandra Steele

Its: Vice-President

UNION PLANTERS BANK, N.A.

By: *Robert E. DeNeeff*

Robert E. DeNeeff

Its: Vice-President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Sandra Steele, whose name as Vice-President of Heritage Plantation, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said corporation.

This the 28th day of November, 2000.

Melan Miller

Notary Public

My Commission Expires: 09-09-02

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Robert E. DeNeefe, whose name as Vice-President of Union Planters Bank, N.A., is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said banking institution.

This the 28th day of November, 2000.

Melan Miller

Notary Public

My Commission Expires: 09-09-02

This Instrument Prepared By:

Samuel H. Givhan

Watson, Jimmerson, Givhan & Martin, P.C.

200 Clinton Avenue, Suite 800

Huntsville, Alabama 35801

File Restrictions/enfinger/covenant waterfor.1st

Exhibit A

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

98-006 WATERFORD

I, J.W. KENNEDY, A REGISTERED LAND SURVEYOR WITH THE FIRM OF CHYNOWETH SOMERS & KENNEDY, INC. LOCATED IN HUNTSVILLE, ALABAMA, HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 1, AND THE NORTHEAST QUARTER OF SECTION 12 TOWNSHIP 4 SOUTH, RANGE 3 WEST, OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT A RAILROAD SPIKE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 1, SAID POINT BEING LOCATED AT THE APPROXIMATE CENTERLINES OF COUNTY LINE ROAD AND HUNTSVILLE-BROWNS FERRY ROAD; THENCE, SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, ALONG A LINE BETWEEN THE NORTHEAST CORNER OF SAID SECTION 1 AND A RAILROAD SPIKE FOUND AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA AND ALONG THE CENTER OF SAID COUNTY LINE ROAD, A DISTANCE OF 3,417.91 FEET TO P.K. NAIL FOUND IN THE CENTER OF COUNTY LINE ROAD, THENCE, NORTH 89 DEGREES 21 MINUTES 36 SECONDS WEST, A DISTANCE OF 80.00 FEET TO A 5/8" REBAR FOUND ON THE WEST MARGIN OF A 120 FOOT RIGHT OF WAY FOR SAID COUNTY LINE ROAD, SAID POINT BEING FURTHER DESCRIBED AS BEING LOCATED ON THE SOUTH BOUNDARY OF THAT PROPERTY DESCRIBED IN FICHE 95386, PAGE 024, RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, AND ALONG SAID WEST MARGIN A DISTANCE OF 1007.25 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY;

THENCE FROM THE POINT OF BEGINNING SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, AND CONTINUING ALONG SAID WEST MARGIN A DISTANCE OF 130.00 FEET TO A POINT;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AND A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 44 DEGREES 10 MINUTES 14 SECONDS WEST, AND LEAVING SAID WEST MARGIN OF COUNTY LINE ROAD 35.36 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 303.08 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 340.00 FEET, AND A DELTA ANGLE OF 05 DEGREES 50 MINUTES 11 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 86 DEGREES 15 MINUTES 09 SECONDS WEST, 26.47 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 83 DEGREES 20 MINUTES 03 SECONDS WEST, A DISTANCE OF 185.92 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, AND A DELTA ANGLE OF 07 DEGREES 45 MINUTES 54 SECONDS, A CHORD BEARING AND

DISTANCE OF NORTH 79 DEGREES 27 MINUTES 06 SECONDS WEST, 10.83 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 75 DEGREES 34 MINUTES 09 SECONDS WEST, A DISTANCE OF 98.80 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, AND A DELTA ANGLE OF 03 DEGREES 52 MINUTES 23 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 77 DEGREES 30 MINUTES 21 SECONDS WEST, 6.76 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 06 DEGREES 39 MINUTES 57 SECONDS WEST, A DISTANCE OF 181.88 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 126.90 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 48 DEGREES 52 MINUTES 00 SECONDS WEST, A DISTANCE OF 1481.85 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 09 MINUTES 26 SECONDS WEST, A DISTANCE OF 171.94 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 26 DEGREES 52 MINUTES 29 SECONDS WEST, A DISTANCE OF 118.61 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 00 DEGREES 50 MINUTES 34 SECONDS EAST, A DISTANCE OF 993.54 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 19.74 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 00 DEGREES 46 MINUTES 00 SECONDS EAST, A DISTANCE OF 195.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 89 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 170.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 00 DEGREES 50 MINUTES 34 SECONDS EAST, A DISTANCE OF 40.91 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 89 DEGREES 09 MINUTES 26 SECONDS EAST, A DISTANCE OF 234.37 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 00 DEGREES 50 MINUTES 34 SECONDS EAST, A DISTANCE OF 43.78 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 89 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 1100.89 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 02 DEGREES 43 MINUTES 23 SECONDS WEST, A DISTANCE OF 157.60 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, AND A DELTA ANGLE OF 03 DEGREES 22 MINUTES 30 SECONDS, A CHORD BEARING AND

DISTANCE OF SOUTH 89 DEGREES 24 MINUTES 24 SECONDS WEST, 5.89 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 88 DEGREES 54 MINUTES 03 SECONDS EAST, A DISTANCE OF 98.80 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, AND A DELTA ANGLE OF 07 DEGREES 45 MINUTES 54 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 87 DEGREES 13 MINUTES 00 SECONDS EAST, 10.83 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 83 DEGREES 20 MINUTES 03 SECONDS EAST, A DISTANCE OF 185.92 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 260.00 FEET, AND A DELTA ANGLE OF 05 DEGREES 50 MINUTES 11 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 86 DEGREES 15 MINUTES 09 SECONDS WEST, 26.47 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 303.08 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AND A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 45 DEGREES 49 MINUTES 46 SECONDS WEST, 35.36 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY AND CONTAINING 31.50 ACRES, MORE OR LESS.

SUBJECT TO ALL PRESENTLY EXISTING ROAD RIGHT-OF-WAY EASEMENTS AND ALL EXISTING INGRESS AND EGRESS EASEMENTS, RECORDED OR UNRECORDED.

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

ACCORDING TO MY SURVEY THIS THE 16TH. DAY OF MAY, 2000.

As recorded in Plat Book 6 Page 45, 46, 47 Probate Judge's Office of Limestone County, Alabama.

STATE OF ALABAMA

LIMESTONE COUNTY

AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR
HERITAGE PLANTATION SUBDIVISION
AND
SUPPLEMENTAL DECLARATION
FOR CAMBRIDGE, PHASES ONE & TWO

WHEREAS, heretofore on the 27th day of January, 1997, the undersigned, Heritage Plantation, Inc., an Alabama corporation, as Declarant, did promulgate and file for record Declaration of Protective Covenants for Heritage Plantation, a residential subdivision, which said Declaration of Protective Covenants is recorded in Deed Book 389, Page 751, in the Office of the Judge of Probate of Madison County, Alabama.

WHEREAS, said declaration was subsequently recorded in Book 2000, Page 353-44, in the Office of the Judge of Probate of Limestone County, Alabama.

WHEREAS, Article X, Section 1, of said Declaration of Protective Covenants of Heritage Plantation provides that the Declarant may subject additional parcels of real property described in Exhibit "C," of said declaration and may promulgate amendments to the restrictive covenants as provided in Article XIII, Section 4, by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama, or Limestone County, as the case may be.

NOW THEREFORE, pursuant to the provisions of said Article X, Section 1, and Article XIII, Section 4, of the Declaration of Protective Covenants of Heritage Plantation, the undersigned, Heritage Plantation, Inc., as Declarant, and Union Planters Bank, N.A., as Mortgagee, do by these presents amend said declaration in the following manner:

1. All of the additional properties described in attached exhibit "A," which is incorporated herein by reference, is subject to the restrictions set forth in the Declaration of Protective Covenants as recorded in Deed Book 389, Page 751, Office of the Judge of Probate of Madison County, Alabama, as may be amended from time to time.

2. As to the property described in exhibit "A," (hereinafter referred to as "Cambridge") said Declaration is modified by the following additional restrictions:

(a) All dwellings and permitted accessory buildings constructed on the lots of Cambridge shall have an exterior of at least seventy-five percent stone or masonry brick construction, with no less than sixty percent of the exterior of each side of the dwellings or buildings consisting stone or masonry brick. Visible unpainted red or yellow "sewer brick" will not be allowed.

(b) All dwellings in Cambridge shall have side or rear entry garages. No front entry garages will be permitted.

(c) Roofs of dwellings constructed on all Cambridge lots shall be of architectural grade shingles.

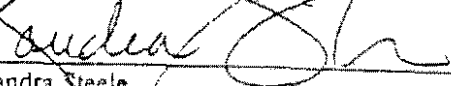
(d) Dwellings constructed on the lots of Cambridge shall have at least two thousand five hundred square feet of heated area.

(e) All dwellings shall have a roof pitch of 6/12 or greater.

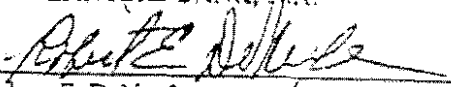
(f) Each lot in Cambridge shall contain a Mailbox approved by either the Architectural Review Committee or the Board.

IN WITNESS WHEREOF, the undersigned, Heritage Plantation, Inc., an Alabama corporation, and Union Planters Bank, N.A., a national banking association, have caused this instrument to be executed on this the 28th day of November, 2000.

HERITAGE PLANTATION, INC.

By: 
Sandra Steele
Its: Vice-President

UNION PLANTERS BANK, N.A.

By: 
Robert E. DeNeefe
Its: Vice-President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Sandra Steele, whose name as Vice-President of Heritage Plantation, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said corporation.

This the 20th day of November, 2000.

H. Lee Mill

Notary Public

My Commission Expires: 09-09-02

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Robert E. DeNeefe, whose name as Vice-President of Union Planters Bank, N.A., is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said banking institution.

This the 20th day of November, 2000.

H. Lee Mill

Notary Public

My Commission Expires: 09-09-02

This Instrument Prepared By:
Samuel H. Givhan
Watson, Jimmerson, Givhan & Martin, P.C.
200 Clinton Avenue, Suite 800
Huntsville, Alabama 35801
Restrictions on finger covenant, cambridge, 1st

Exhibit A

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

98-006 CAMBRIDGE PHASE ONE

I, J.W. KENNEDY, A REGISTERED LAND SURVEYOR WITH THE FIRM OF CHYNOWETH & KENNEDY, INC. LOCATED IN HUNTSVILLE, ALABAMA, HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 3 WEST, OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 1, SAID POINT BEING LOCATED AT THE APPROXIMATE CENTERLINES OF COUNTY LINE ROAD AND HUNTSVILLE-BROWNS FERRY ROAD; THENCE, SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, ALONG A LINE BETWEEN THE NORTHEAST CORNER OF SAID SECTION 1 AND A RAILROAD SPIKE FOUND AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA AND ALONG THE CENTER OF SAID COUNTY LINE ROAD, A DISTANCE OF 3,417.91 FEET TO P.K. NAIL FOUND IN THE CENTER OF COUNTY LINE ROAD, THENCE, NORTH 89 DEGREES 21 MINUTES 36 SECONDS WEST, A DISTANCE OF 80.00 FEET TO A 5/8" REBAR FOUND ON THE WEST MARGIN OF A 120-FOOT RIGHT OF WAY FOR SAID COUNTY LINE ROAD, SAID POINT BEING FURTHER DESCRIBED AS BEING LOCATED ON THE SOUTH BOUNDARY OF THAT PROPERTY DESCRIBED IN FICHE 95386, PAGE 024, RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, AND ALONG SAID WEST MARGIN A DISTANCE OF 4009.38 FEET TO A POINT; THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY;

THENCE FROM THE POINT OF BEGINNING SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, AND ALONG SAID WEST MARGIN A DISTANCE OF 130.00 FEET TO A POINT;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AND A DELTA ANGLE OF 90 DEGREES 49 MINUTES 44 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 44 DEGREES 35 MINUTES 06 SECONDS WEST, AND LEAVING SAID WEST MARGIN OF COUNTY LINE ROAD 35.61 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, A DISTANCE OF 360.29 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, AND A DELTA ANGLE OF 10 DEGREES 21 MINUTES 02 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 84 DEGREES 49 MINUTES 35 SECONDS WEST, 14.43 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 146.32 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 275.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 77 DEGREES 51 MINUTES 38 SECONDS WEST, A DISTANCE OF 50.39 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 175.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 63 DEGREES 41 MINUTES 13 SECONDS WEST, A DISTANCE OF 189.82 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 26 DEGREES 18 MINUTES 47 SECONDS WEST, A DISTANCE OF 40.09 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 53 DEGREES 27 MINUTES 34 SECONDS WEST, A DISTANCE OF 200.48 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 31 DEGREES 33 MINUTES 50 SECONDS WEST, A DISTANCE OF 112.72 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 18 DEGREES 52 MINUTES 10 SECONDS WEST, A DISTANCE OF 178.26 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 12 DEGREES 47 MINUTES 45 SECONDS WEST, A DISTANCE OF 50.13 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 03 DEGREES 34 MINUTES 05 SECONDS WEST, A DISTANCE OF 537.36 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 39 DEGREES 46 MINUTES 14 SECONDS WEST, A DISTANCE OF 150.19 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 50 DEGREES 13 MINUTES 46 SECONDS EAST, A DISTANCE OF 511.69 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 39 DEGREES 46 MINUTES 14 SECONDS EAST, A DISTANCE OF 74.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 570.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 30.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 21.35 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 113.81 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 15 DEGREES 48 MINUTES 46 SECONDS EAST, A DISTANCE OF 79.90 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 29 DEGREES 55 MINUTES 37 SECONDS EAST, A DISTANCE OF 79.81 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 44 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 79.89 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 44 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 79.89 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 58 DEGREES 05 MINUTES 36 SECONDS EAST, A DISTANCE OF 79.54 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 72 DEGREES 08 MINUTES 14 SECONDS EAST, A DISTANCE OF 79.38 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 86 DEGREES 04 MINUTES 30 SECONDS EAST, A DISTANCE OF 84.85 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 300.03 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 150.05 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 22.90 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 260.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 172.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 89 DEGREES 59 MINUTES 44 SECONDS EAST, A DISTANCE OF 65.37 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 11.00 FEET, AND A DELTA ANGLE OF 89 DEGREES, 10 MINUTES, 31 SECONDS, A CHORD BEARING A DISTANCE OF NORTH 45 DEGREES, 25 MINUTES, 01 SECONDS EAST; 35.10 FEET TO THE BEGINNING OF THE DESCRIBED PROPERTY; ALSO CONTAINS 17.93 ACRES, MORE OR LESS.

SUBJECT TO ALL PRESENTLY EXISTING ROAD RIGHT-OF-WAY EASEMENTS AND ALL EXISTING INGRESS AND EGRESS EASEMENTS, RECORDED OR UNRECORDED.

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE.

ACCORDING TO MY SURVEY THIS THE 16TH. DAY OF JUNE 2000.

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

98-006 CAMBRIDGE PHASE TWO

I, J.W. KENNEDY, A REGISTERED LAND SURVEYOR WITH THE FIRM OF CHYNOWETH & KENNEDY, INC. LOCATED IN HUNTSVILLE, ALABAMA, HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 3 WEST, OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT A RAILROAD SPIKE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 1, SAID POINT BEING LOCATED AT THE APPROXIMATE CENTERLINES OF COUNTY LINE ROAD AND HUNTSVILLE-BROWNS FERRY ROAD; THENCE, SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, ALONG A LINE BETWEEN THE NORTHEAST CORNER OF SAID SECTION 1 AND A RAILROAD SPIKE FOUND AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA AND ALONG THE CENTER OF SAID COUNTY LINE ROAD, A DISTANCE OF 3,417.91 FEET TO P.K. NAIL FOUND IN THE CENTER OF COUNTY LINE ROAD, THENCE, NORTH 89 DEGREES 21 MINUTES 36 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8" REBAR FOUND ON THE WEST MARGIN OF A 120 FOOT RIGHT OF WAY FOR SAID COUNTY LINE ROAD, SAID POINT BEING FURTHER DESCRIBED AS BEING LOCATED ON THE SOUTH BOUNDARY OF THAT PROPERTY DESCRIBED IN FICHE 95386, PAGE 024, RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, AND ALONG SAID WEST MARGIN A DISTANCE OF 2088.32 FEET 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS" TO A POINT; THENCE NORTH 89 DEGREES 10 MINUTES 14 SECONDS WEST, AND LEAVING SAID WEST MARGIN A DISTANCE OF 320.37 FEET 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS"; THENCE SOUTH 81 DEGREES 25 MINUTES 57 SECONDS WEST, A DISTANCE OF 288.00 FEET 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS" AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY;

THENCE FROM THE POINT OF BEGINNING SOUTH 28 DEGREES 34 MINUTES 03 SECONDS WEST, A DISTANCE OF 145.23 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 1550.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 300.03 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 86 DEGREES 04 MINUTES 30 SECONDS WEST, A DISTANCE OF 84.85 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 72 DEGREES 08 MINUTES 14 SECONDS WEST, A DISTANCE OF 79.38 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 58 DEGREES 05 MINUTES 36 SECONDS WEST, A DISTANCE OF 79.54 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 44 DEGREES 01 MINUTES 19 SECONDS WEST, A DISTANCE OF 79.69

FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 29 DEGREES 55 MINUTES 37 SECONDS WEST, A DISTANCE OF 79.81 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 15 DEGREES 48 MINUTES 46 SECONDS WEST, A DISTANCE OF 79.90 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 113.81 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 21.35 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 30.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 570.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 39 DEGREES 48 MINUTES 14 SECONDS WEST, A DISTANCE OF 74.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 50 DEGREES 13 MINUTES 48 SECONDS EAST, A DISTANCE OF 399.11 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

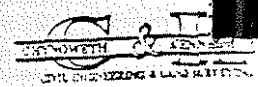
THENCE NORTH 61 DEGREES 25 MINUTES 57 SECONDS EAST, A DISTANCE OF 429.08 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY AND CONTAINING 23.08 ACRES, MORE OR LESS.

SUBJECT TO ALL PRESENTLY EXISTING ROAD RIGHT-OF-WAY EASEMENTS AND ALL EXISTING INGRESS AND EGRESS EASEMENTS, RECORDED OR UNRECORDED.

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

ACCORDING TO MY SURVEY THIS THE 16TH DAY OF JUNE, 2000.

As recorded in Plat Book 9 Page 45, 46, 47 Probate Judge's Office of Limestone County, Alabama.



STATE OF ALABAMA

LIMESTONE COUNTY

AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR
HERITAGE PLANTATION SUBDIVISION
AND
SUPPLEMENTAL DECLARATION
FOR WATERFORD, PHASE ONE

WHEREAS, heretofore on the 27th day of January, 1997, the undersigned, Heritage Plantation, Inc., an Alabama corporation, as Declarant, did promulgate and file for record Declaration of Protective Covenants for Heritage Plantation, a residential subdivision, which said Declaration of Protective Covenants is recorded in Deed Book 389, Page 751, in the Office of the Judge of Probate of Madison County, Alabama.

WHEREAS, said declaration was subsequently recorded in Book 2000, Page 35344, in the Office of the Judge of Probate of Limestone County, Alabama.

WHEREAS, Article X, Section 1, of said Declaration of Protective Covenants of Heritage Plantation provides that the Declarant may subject additional parcels of real property described in Exhibit "C," of said declaration and may promulgate amendments to the restrictive covenants as provided in Article XIII, Section 4, by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama, or Limestone County, as the case may be.

NOW THEREFORE, pursuant to the provisions of said Article X, Section 1, and Article XIII, Section 4, of the Declaration of Protective Covenants of Heritage Plantation, the undersigned, Heritage Plantation, Inc., as Declarant, and Union Planters Bank, N.A., as Mortgagee, do by these presents amend said declaration in the following manner:

1. All of the additional properties described in attached exhibit "A," which is incorporated herein by reference, is subject to the restrictions set forth in the Declaration of Protective Covenants as recorded in Deed Book 389, Page 751, Office of the Judge of Probate of Madison County, Alabama, as may be amended from time to time.

2. As to the property described in exhibit "A," (hereinafter referred to as "Waterford") said Declaration is further modified by the following additional restrictions:

(a) All dwellings and permitted accessory buildings constructed on the lots of Waterford shall have an exterior of at least ninety percent stone or masonry brick construction, with no less than eighty percent of the exterior of each side of the dwellings or buildings consisting of stone or masonry brick. Visible unpainted red or yellow "sewer brick" will not be allowed.

(b) All dwellings in Waterford shall have side or rear entry garages. No front entry garages will be permitted.

(c) Roofs of dwellings constructed on all Waterford lots shall be of architectural grade shingles.

(d) Dwellings constructed on the lots of Waterford shall have at least three thousand square feet of heated area.

(e) All dwellings shall have a roof pitch of 8/12 or greater.

(f) Each lot in Waterford shall contain a Mailbox approved by either the Architectural Review Committee or the Board.

IN WITNESS WHEREOF, the undersigned, Heritage Plantation, Inc., an Alabama corporation, and Union Planters Bank, N.A., a national banking association, have caused this instrument to be executed on this the 28 day of November, 2000.

HERITAGE PLANTATION, INC.

By: Sandra Steele
Its: Vice-President

UNION PLANTERS BANK, N.A.

By: Robert E. DeNeefe
Its: Vice-President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Sandra Steele, whose name as Vice-President of Heritage Plantation, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said corporation.

This the 28th day of November, 2000.

Melan Miller

Notary Public

My Commission Expires: 09-09-02

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Robert E. DeNeefe, whose name as Vice-President of Union Planters Bank, N.A., is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said banking institution.

This the 28th day of November, 2000.

Melan Miller

Notary Public

My Commission Expires: 09-09-02

This Instrument Prepared By:

Samuel H. Givhan

Watson, Jimmerson, Givhan & Martin, P.C.

200 Clinton Avenue, Suite 800

Huntsville, Alabama 35801

Reservations: no finger covenant water for 1st

Exhibit A

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

98-006 WATERFORD

I, J.W. KENNEDY, A REGISTERED LAND SURVEYOR WITH THE FIRM OF CHYNOWETH SOMERS & KENNEDY, INC. LOCATED IN HUNTSVILLE, ALABAMA, HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 1, AND THE NORTHEAST QUARTER OF SECTION 12 TOWNSHIP 4 SOUTH, RANGE 3 WEST, OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT A RAILROAD SPIKE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 1, SAID POINT BEING LOCATED AT THE APPROXIMATE CENTERLINES OF COUNTY LINE ROAD AND HUNTSVILLE-BROWNS FERRY ROAD; THENCE, SOUTH 00 DEGREES 49 MINUTES 48 SECONDS WEST, ALONG A LINE BETWEEN THE NORTHEAST CORNER OF SAID SECTION 1 AND A RAILROAD SPIKE FOUND AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA AND ALONG THE CENTER OF SAID COUNTY LINE ROAD, A DISTANCE OF 3,417.91 FEET TO P.K. NAIL FOUND IN THE CENTER OF COUNTY LINE ROAD, THENCE, NORTH 89 DEGREES 21 MINUTES 36 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8" REBAR FOUND ON THE WEST MARGIN OF A 120 FOOT RIGHT OF WAY FOR SAID COUNTY LINE ROAD, SAID POINT BEING FURTHER DESCRIBED AS BEING LOCATED ON THE SOUTH BOUNDARY OF THAT PROPERTY DESCRIBED IN FICHE 95386, PAGE 024, RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA THENCE SOUTH 00 DEGREES 49 MINUTES 48 SECONDS WEST, AND ALONG SAID WEST MARGIN A DISTANCE OF 1007.25 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY;

THENCE FROM THE POINT OF BEGINNING SOUTH 00 DEGREES 49 MINUTES 48 SECONDS WEST AND CONTINUING ALONG SAID WEST MARGIN A DISTANCE OF 130.00 FEET TO A PC

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AND A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 44 DEGREES 10 MINUTES 14 SECONDS WEST, AND LEAVING SAID WEST MARGIN OF COUNTY LINE ROAD 35.36 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 303.08 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 340.00 FEET, AND A DELTA ANGLE OF 05 DEGREES 50 MINUTES 11 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 86 DEGREES 15 MINUTES 09 SECONDS WEST, 26.47 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 83 DEGREES 20 MINUTES 03 SECONDS WEST, A DISTANCE OF 185.92 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, AND A DELTA ANGLE OF 07 DEGREES 45 MINUTES 54 SECONDS, A CHORD BEARING AND

DISTANCE OF NORTH 79 DEGREES 27 MINUTES 06 SECONDS WEST, 10.83 FEET TO A 5/8 INCH REBAR SET AND CAPPED 'C&K CA-0489-LS';

THENCE NORTH 75 DEGREES 34 MINUTES 09 SECONDS WEST, A DISTANCE OF 98.80 FEET TO A 5/8 INCH REBAR SET AND CAPPED 'C&K CA-0489-LS';

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, AND A DELTA ANGLE OF 03 DEGREES 52 MINUTES 23 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 77 DEGREES 30 MINUTES 21 SECONDS WEST, 6.76 FEET TO A 5/8 INCH REBAR SET AND CAPPED 'C&K CA-0489-LS';

THENCE SOUTH 06 DEGREES 39 MINUTES 57 SECONDS WEST, A DISTANCE OF 181.88 FEET TO A 5/8 INCH REBAR SET AND CAPPED 'C&K CA-0489-LS';

THENCE NORTH 89 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 126.90 FEET TO A 5/8 INCH REBAR SET AND CAPPED 'C&K CA-0489-LS';

THENCE SOUTH 48 DEGREES 52 MINUTES 00 SECONDS WEST, A DISTANCE OF 1481.85 FEET TO A 5/8 INCH REBAR SET AND CAPPED 'C&K CA-0489-LS';

THENCE NORTH 89 DEGREES 09 MINUTES 28 SECONDS WEST, A DISTANCE OF 171.94 FEET TO A 5/8 INCH REBAR SET AND CAPPED 'C&K CA-0489-LS';

THENCE NORTH 26 DEGREES 52 MINUTES 29 SECONDS WEST, A DISTANCE OF 118.61 FEET TO A 5/8 INCH REBAR SET AND CAPPED 'C&K CA-0489-LS';

THENCE NORTH 00 DEGREES 50 MINUTES 34 SECONDS EAST, A DISTANCE OF 993.54 FEET TO A 5/8 INCH REBAR SET AND CAPPED 'C&K CA-0489-LS';

THENCE NORTH 89 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 19.74 FEET TO A 5/8 INCH REBAR SET AND CAPPED 'C&K CA-0489-LS';

THENCE NORTH 00 DEGREES 46 MINUTES 00 SECONDS EAST, A DISTANCE OF 195.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED 'C&K CA-0489-LS';

THENCE SOUTH 89 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 170.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED 'C&K CA-0489-LS';

THENCE NORTH 00 DEGREES 50 MINUTES 34 SECONDS EAST, A DISTANCE OF 40.91 FEET TO A 5/8 INCH REBAR SET AND CAPPED 'C&K CA-0489-LS';

THENCE SOUTH 89 DEGREES 09 MINUTES 26 SECONDS EAST, A DISTANCE OF 234.37 FEET TO A 5/8 INCH REBAR SET AND CAPPED 'C&K CA-0489-LS';

THENCE NORTH 00 DEGREES 50 MINUTES 34 SECONDS EAST, A DISTANCE OF 43.78 FEET TO A 5/8 INCH REBAR SET AND CAPPED 'C&K CA-0489-LS';

THENCE SOUTH 89 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 1100.89 FEET TO A 5/8 INCH REBAR SET AND CAPPED 'C&K CA-0489-LS';

THENCE SOUTH 02 DEGREES 43 MINUTES 23 SECONDS WEST, A DISTANCE OF 157.60 FEET TO A 5/8 INCH REBAR SET AND CAPPED 'C&K CA-0489-LS';

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, AND A DELTA ANGLE OF 03 DEGREES 22 MINUTES 30 SECONDS, A CHORD BEARING AND

DISTANCE OF SOUTH 89 DEGREES 24 MINUTES 24 SECONDS WEST, 5.89 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 88 DEGREES 54 MINUTES 03 SECONDS EAST, A DISTANCE OF 98.80 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, AND A DELTA ANGLE OF 07 DEGREES 45 MINUTES 54 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 87 DEGREES 13 MINUTES 00 SECONDS EAST, 10.83 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 83 DEGREES 20 MINUTES 03 SECONDS EAST, A DISTANCE OF 185.92 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 260.00 FEET, AND A DELTA ANGLE OF 05 DEGREES 50 MINUTES 11 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 86 DEGREES 15 MINUTES 09 SECONDS WEST, 26.47 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 303.08 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AND A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 45 DEGREES 49 MINUTES 48 SECONDS WEST, 35.38 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY AND CONTAINING 31.50 ACRES, MORE OR LESS.

SUBJECT TO ALL PRESENTLY EXISTING ROAD RIGHT-OF-WAY EASEMENTS AND ALL EXISTING INGRESS AND EGRESS EASEMENTS, RECORDED OR UNRECORDED.

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

ACCORDING TO MY SURVEY THIS THE 18TH. DAY OF MAY, 2000.

As recorded in Plat Book 6 Page 45, 46, 47 Probate Judge's Office of Limestone County, Alabama.

REYNOLDS KENNEDY
JUL 10 2000

BY-LAWS
OF
HERITAGE PLANTATION
HOMEOWNERS ASSOCIATION, INC.

Prepared by:

Samuel H. Givham
Attorney

200 Clinton Avenue West, Suite 800
Huntsville, Alabama 35801
Telephone Number: (205) 536-7423

BY-LAWS
OF
HERITAGE PLANTATION
HOMEOWNERS ASSOCIATION, INC.

Article I

Name, Membership, and Definitions

Section 1. Name. The name of the Association shall be Heritage Plantation Homeowners Association, Inc., (hereinafter sometimes referred to as the "Association").

Section 2. Membership. Provisions regarding membership in the Association are fully set forth in the Declaration of Protective Covenants for Heritage Plantation, (this Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

Article II

Association: Meetings, Voting, Proxies, Quorum

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors, either in the Community or as convenient thereto as practical.

Section 2. First Meeting and Annual Meetings. An annual or special meeting

shall be held within one (1) year from the date the Declaration is recorded. Annual meetings shall be set by the Board so as to occur within sixty (60) days of the close of the Association's fiscal year. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday (excluding Saturday and Sunday). Any Member may attend an annual meeting.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a Majority of the Board or upon a petition signed by Owners holding at least fifty (50%) percent of the total Association vote entitled to vote thereon. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice. Any Member may attend a special meeting.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to each Member a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Residence, he or she shall designate by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice so long as Article VI, Section 4 of the By-Laws is complied with. In addition to serving notice as provided above, or as an alternative thereto, the Board may serve notice of an annual or special meeting by

publishing notice in a newspaper or newsletter circulated within the Community. The date of publication shall be the date that notice is served. Notices shall be served not less than ten (10) nor more than fifty (50) days before a meeting.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a Majority of the Association vote present at the meeting, in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein. Due to the size of Heritage Plantation, it is anticipated that few substantive votes will be conducted at meetings of the Association Members and that most votes will be by referendum with no further voting to be conducted at a meeting. Unless a vote on any question is required by law or is required by the Declaration or By-Laws to be taken at a meeting (in which case a meeting shall be called and proxies shall be sent to all Members entitled to vote

on the issue(s) to be decided at the meeting), elections and other matters requiring a membership vote shall be submitted on a ballot or ballots to the Members in referendum by mail or at polling places in Heritage Plantation. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board shall determine the method of voting, the form of all ballots, the wording of questions thereon and the deadline for return of ballots. It shall designate the number and location of polling places, if any. The Board may include on any ballot questions on which it seeks an advisory vote. Members may suggest questions for an advisory vote which shall be evaluated by the Board for consistency with the exercise of its duties and responsibilities. In any advisory vote, each such question on a ballot shall indicate that the vote is for advisory purposes only. Notice of referenda shall be given in the same manner as notice of meetings.

Section 8. Proxies. At all meetings of the Association, Members entitled to vote may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his or her Residence, upon receipt of notice by the Secretary of the death or judicially declared incompetence of an Owner, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 9. Quorum. The presence, in person or by proxy, of Members entitled to cast at least twenty-five (25%) percent of the votes of Members entitled to vote on the issue(s) before the meeting shall constitute a quorum at all meetings of the Association. The Members present at a duly called or held meeting at which a quorum is present may

continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, so long as any action taken thereafter is approved by at least a Majority of the votes required to constitute a quorum. The quorum for a referendum shall be twenty-five (25%) percent of the votes of Members entitled to vote thereon, except that there shall be no quorum requirement for advisory votes.

Article III

Board of Directors

A. Composition and Selection.

Section 1. *Governing Body; Composition.* The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the Directors must own property in the Community and shall be Members or spouses of such Members; provided, however, no Person and his or her spouse may serve on the Board at the same time.

Section 2. *Directors Appointed by Declarant.* Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur: (a) the expiration of ten (10) years after the date of the recording of the Declaration; or (b) the surrender by Declarant in writing of the authority to appoint and remove Directors and officers of the Association. Each Owner, by acceptance of a deed to or other conveyance of property within the community, vests in Declarant such authority to appoint and remove Directors and officers of the Association. The Directors selected by the Declarant need not be Owners or Occupants in the Community. The names of the

initial Directors selected by the Declarant are set forth in the Articles of Incorporation of the Association.

Section 3. Veto. After the termination of the Declarant's right to appoint Directors and officers, the Declarant shall have a veto power over all actions of the Board, as is more fully provided in this Section. This power shall expire upon the expiration of Declarant's option unilaterally to subject additional property to the Declaration, unless earlier surrendered in writing. This veto power shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The veto shall be as follows:

No action authorized by the Board of Directors shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) Declarant shall have been given written notice of all meetings and proposed actions to be approved at meetings by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice shall comply with the provisions of these By-Laws regarding notice of regular and special meetings of the Directors and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at the meeting; and

(b) Declarant shall have been given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board or the Association. Declarant and its representatives or agents shall make its concerns,

thoughts, and suggestions known to the Members of the Association and/or the Board. As to such meeting, Declarant shall have and is hereby granted a veto power over any such action, policy, or program authorized by the Board of Directors and to be taken by the Board. The veto may be exercised by Declarant its representatives, or agents within fourteen (14) days after notice in writing to Declarant of action taken by the Board of Directors. Any veto power shall not extend to the requiring of any action or counterclaim on behalf of the Board.

Section 4. Number of Directors. The initial Board of Directors shall consist of five (5) members. the Board shall be increased to nine (9) members as provided in Section 6 of this Article.

Section 5. Nomination of Directors. Elected Directors shall be nominated from the floor and may also be nominated by a Nominating Committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications and to solicit votes.

Section 6. Election and Term of Office. Elected Directors shall be elected by referendum. Cumulative voting is not permitted. Those candidates receiving the largest number of votes shall be elected. In the case of a tie vote, the winner shall be determined by the flip of a coin.

Notwithstanding any other provision contained herein:

(c) Not later than thirty days after the time that fifty residences have come into existence, one of the five directors shall be elected by owners of residences (other than declarant). The director so elected shall not be subject to removal by declarant acting

alone and shall be elected for a term of two years or until the happening of the event described in subsection (b) below, whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term.

(b) Not later than thirty days after the time that one hundred and fifty residences have come into existence, two of the five directors shall be elected by owners of residences (other than declarant). The directors so elected shall not be subject to removal by declarant acting alone and shall be elected for a term of two years or until the happening of the event described in subsection (c) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) Not later than thirty days after the time that two hundred and fifty residences have come into existence, the board shall, by resolution, increase its size to nine members, and four of the nine directors shall be elected by owners of residences (other than declarant). The directors so elected shall not be subject to removal by declarant acting alone and shall be elected for a term of two years or until the first annual meeting after the declarant's right to appoint directors terminates, whichever is shorter. If such directors' terms expire prior to such annual meeting, successors shall be elected to serve like terms.

Referendums shall be held prior to the expiration of declarant's right to appoint directors and officers for the purpose of electing successors to the directors to be elected as provided in subsections (a), (b), and (c) above.

Fifteen (15) days prior to the first annual meeting of the Association after the Declarant's right to appoint Directors and officers terminates and fifteen (15) days prior to each annual meeting thereafter, Directors shall be elected by referendum to take office at such annual meeting. All Owners of Residences eligible to vote shall have the right to vote on all Directors to be elected as provided in the Declaration.

The declarant, in its sole discretion and without loss of any rights herein to the contrary, may permit Owners of Residences to elect a larger number of Directors earlier than is required herein.

The initial terms of the first Board of Directors elected entirely by the Owners of Residences (other than Declarant) shall be fixed at the time of their election as they among themselves shall determine. The terms of four (4) directors shall be fixed at one (1) year and the terms of five (5) directors shall be fixed at two (2) years. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 7. Removal of Directors. At any regular or special meeting of the Association duly called, any one (1) or more of the members of the Board may be removed, with or without cause, by Owners holding a Majority of the total Association vote entitled to vote thereon and a successor may then and there be elected to fill the

vacancy thus created. A Director whose removal has been proposed by the Members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than three (3) calendar months may be removed by a Majority vote of the Directors at a meeting, a quorum being present. This Section shall not apply to Directors appointed by Declarant.

Section 8. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a Director by vote of the Members, shall be filled by a vote of the Majority of the remaining Directors at any meeting of the Board of Directors. Each Person so selected shall serve the unexpired portion of the term.

B. Meetings.

Section 9. Organization Meetings. The first meeting of the members of the Board of Directors following each referendum of the membership shall be held immediately thereafter at such time and place as shall be fixed by the Board.

Section 10. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a Majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 11. Special Meetings. Special meetings of the Board shall be held when requested by the President, Vice President or by any two (2) Directors. The notice shall

specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a Person at the Director's home or office who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph company must be received at least forty-eight (48) hours before the time set for the meeting.

Section 12. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 13. Quorum of Board of Directors. At all meetings of the Board, a Majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the Directors present at a meeting at which a quorum is present

shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a Majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 14. Compensation. Directors may not receive compensation from the Association for acting as such. Directors may be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with their services as Directors.

Section 15. Open Meetings. All meetings of the Board shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 16. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a sensitive nature.

Section 17. Action Without A Formal Meeting; Conference Call Meetings. Any action to be taken at a meeting of the Board or any action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the

action so taken, shall be signed by all of the Directors. A member or members of the Board may participate in a meeting of the Board by means of conference telephone or similar communications equipment, by means of which all Persons participating in the meeting can hear each other. Such participation shall constitute presence in person at such meeting.

C. Powers and Duties.

Section 18. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things or are not by the Declaration, Articles of Incorporation, or these By-Laws directed to be done and exercised exclusively by the Members. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Residence Owner to the Association Expenses;

(b) making assessments to defray the Association Expenses and other assessments authorized by the Declaration, establishing the means and methods of collecting such assessments, and establishing the period of payment for assessments;

(c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association as determined by the Board, including maintenance or provision of services which are generally provided by a municipality, such as maintenance of street lights, and garbage pick-up;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(g) providing services to all areas that the Association is obligated to provide services for;

(h) paying the cost of all services, if any, rendered to the Association or its Members which are not chargeable to Owners of Residences;

(i) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred;

(j) depositing Association funds into interest bearing accounts; and

(k) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management

agreements and other agreements with trusts, condominium associations, or other associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

To the extent permitted by law, the Board shall have the power to delegate its functions to designees of the Board such as, without limitation, a management agent, committees established by the Board, and employees and independent contractors of the Association.

Section 19. Management Agent. The Board may employ for the Association a management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Declarant or an affiliate of the Declarant may be employed as management agent. The term of any management agreement shall not exceed three (3) years and shall be subject to termination by either party, without cause and without penalty, upon not more than ninety (90) days' written notice.

Section 20. Borrowing. The Board shall have the power to borrow money for the purpose of repair or restoration of the Common Property and facilities without the approval of the Members of the Association; provided, however, the Board shall obtain membership approval in the same manner as for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed Fifty Thousand (\$50,000.00) Dollars outstanding debt at any one time.

Section 21. Fining Procedure. The Board shall not impose a fine (a late charge

shall not constitute a fine) unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and
- (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is not continuing. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.

(b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice, impose a fine. The notice shall state:

- (i) the nature of the alleged violation;
- (ii) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;
- (iii) that any statements, evidence, and witnesses may be produced by the alleged violator at the hearing; and
- (iv) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

(c) Hearing. If a hearing is requested, it shall be held before the Board in executive session, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

Article IV

Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, and shall be elected by a majority of the members of the Board. Any two (2) or more offices may be held by the same Person, excepting the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board at the organizational meeting of the Board. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term. Officers shall serve until their successors have been elected.

Section 3. Removal. Any officer may be removed by 2/3's vote of the Board whenever in its judgment, the best interest of the Association will be served thereby.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Alabama Nonprofit Corporation Act.

Section 5. Vice President. The Vice President shall act in the president's absence and shall have all powers, duties, and responsibilities provided for the president when so acting.

Section 6. Secretary. The Secretary shall keep the minute of all meetings of the Association and of the Board and shall have charge of such books and papers as the Board may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Alabama law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping or causing to be kept full and accurate financial records and books of account showing all receipts and disbursements, for preparing or causing to be prepared all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board.

Section 8. Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article V

Committees

Section 1. General. In addition to the committees established in the

Declaration, committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board. The Board in its sole discretion shall obtain liability insurance covering the members of each committee and the Association for the activities of such committees, if reasonably available.

Section 2. **Covenants Committee.** The Board may establish a Covenants Committee to advise the Board regarding violations of the Declaration, By-Laws, rules and regulations, use restrictions and design guidelines. The Committee shall also advise the Board regarding sanctions to be imposed for such violations.

Section 3. **Architectural Review Committee.** The Board shall establish an Architectural Review Committee to carry out the functions provided for such committee in the Declaration. The Committee, in its sole discretion, may employ the services of experts for advice and may expend funds of the Association for the fees of such experts.

Section 4. **Citizens Advisory Committees.** The Board may establish Citizens Advisory Committees to advise the Board and other committees.

Article VI

Miscellaneous

Section 1. **Fiscal Year.** The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. **Parliamentary Rules.** *Roberts Rules of Order*, (current edition) shall

govern the conduct of all Association proceedings, when not in conflict with Alabama law, the Articles of Incorporation, the Declaration, these By-Laws, or a ruling made by the Person presiding over the proceeding.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Alabama law, the Articles of Incorporation, the Declaration, and these By-Laws, then the provisions of Alabama law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Notices. Unless otherwise specified in the Declaration or By-Laws, all notices, demands, bills, statements, or other communications required or permitted to be sent under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, postage prepaid:

(a) if to a Member at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the last known address of the Member; or

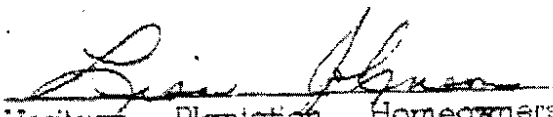
(b) if to the Association, the board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members.

If there are multiple Owners of a single piece of property, notice to one (1) shall be deemed notice to all. Multiple Owners may designate one (1) Owner as the Person entitled to receive notice of Association matters by so notifying the Association in writing.

Section 5. Amendment. The provisions of the Declaration applicable to

amendment of that instrument shall apply to any amendment to these By-Laws.

Adopted on this the 27th day of January 1997.


Heritage Plantation Homeowners
Association, Inc., Secretary

BY-LAWS
OF
HERITAGE PLANTATION
HOMEOWNERS ASSOCIATION, INC.

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Section 6. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a Majority of the Association vote present at the meeting, in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein. Due to the size of Heritage Plantation, it is anticipated that few substantive votes will be conducted at meetings of the Association Members and that most votes will be by referendum with no further voting to be conducted at a meeting. Unless a vote on any question is required by law or is required by the Declaration or By-Laws to be taken at a meeting (in which case a meeting shall be called and proxies shall be sent to all Members entitled to vote

on the issue(s) to be decided at the meeting), elections and other matters requiring a membership vote shall be submitted on a ballot or ballots to the Members in referendum by mail or at polling places in Heritage Plantation. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board shall determine the method of voting, the form of all ballots, the wording of questions thereon and the deadline for return of ballots. It shall designate the number and location of polling places, if any. The Board may include on any ballot questions on which it seeks an advisory vote. Members may suggest questions for an advisory vote which shall be evaluated by the Board for consistency with the exercise of its duties and responsibilities. In any advisory vote, each such question on a ballot shall indicate that the vote is for advisory purposes only. Notice of referenda shall be given in the same manner as notice of meetings.

Section 8. Proxies. At all meetings of the Association, Members entitled to vote may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his or her Residence, upon receipt of notice by the Secretary of the death or judicially declared incompetence of an Owner, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 9. Quorum. The presence, in person or by proxy, of Members entitled to cast at least twenty-five (25%) percent of the votes of Members entitled to vote on the issue(s) before the meeting shall constitute a quorum at all meetings of the Association. The Members present at a duly called or held meeting at which a quorum is present may

continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, so long as any action taken thereafter is approved by at least a Majority of the votes required to constitute a quorum. The quorum for a referendum shall be twenty-five (25%) percent of the votes of Members entitled to vote thereon, except that there shall be no quorum requirement for advisory votes.

Article III

Board of Directors

A. Composition and Selection.

Section 1. *Governing Body; Composition.* The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the Directors must own property in the Community and shall be Members or spouses of such Members; provided, however, no Person and his or her spouse may serve on the Board at the same time.

Section 2. *Directors Appointed by Declarant.* Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur: (a) the expiration of ten (10) years after the date of the recording of the Declaration; or (b) the surrender by Declarant in writing of the authority to appoint and remove Directors and officers of the Association. Each Owner, by acceptance of a deed to or other conveyance of property within the community, vests in Declarant such authority to appoint and remove Directors and officers of the Association. The Directors selected by the Declarant need not be Owners or Occupants in the Community. The names of the

initial Directors selected by the Declarant are set forth in the Articles of Incorporation of the Association.

Section 3. Veto. After the termination of the Declarant's right to appoint Directors and officers, the Declarant shall have a veto power over all actions of the Board, as is more fully provided in this Section. This power shall expire upon the expiration of Declarant's option unilaterally to subject additional property to the Declaration, unless earlier surrendered in writing. This veto power shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The veto shall be as follows:

No action authorized by the Board of Directors shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) Declarant shall have been given written notice of all meetings and proposed actions to be approved at meetings by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice shall comply with the provisions of these By-Laws regarding notice of regular and special meetings of the Directors and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at the meeting; and

(b) Declarant shall have been given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board or the Association. Declarant and its representatives or agents shall make its concerns,

thoughts, and suggestions known to the Members of the Association and/or the Board. As to such meeting, Declarant shall have and is hereby granted a veto power over any such action, policy, or program authorized by the Board of Directors and to be taken by the Board. The veto may be exercised by Declarant, its representatives, or agents within fourteen (14) days after notice in writing to Declarant of action taken by the Board of Directors. Any veto power shall not extend to the requiring of any action or counterclaim on behalf of the Board.

Section 4. Number of Directors. The initial Board of Directors shall consist of five (5) members. the Board shall be increased to nine (9) members as provided in Section 6 of this Article.

Section 5. Nomination of Directors. Elected Directors shall be nominated from the floor and may also be nominated by a Nominating Committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications and to solicit votes.

Section 6. Election and Term of Office. Elected Directors shall be elected by referendum. Cumulative voting is not permitted. Those candidates receiving the largest number of votes shall be elected. In the case of a tie vote, the winner shall be determined by the flip of a coin.

Notwithstanding any other provision contained herein:

(a) Not later than thirty days after the time that fifty residences have come into existence, one of the five directors shall be elected by owners of residences (other than declarant). The director so elected shall not be subject to removal by declarant acting

alone and shall be elected for a term of two years or until the happening of the event described in subsection (b) below, whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term.

(b) Not later than thirty days after the time that one hundred and fifty residences have come into existence, two of the five directors shall be elected by owners of residences (other than declarant). The directors so elected shall not be subject to removal by declarant acting alone and shall be elected for a term of two years or until the happening of the event described in subsection (c) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) Not later than thirty days after the time that two hundred and fifty residences have come into existence, the board shall, by resolution, increase its size to nine members, and four of the nine directors shall be elected by owners of residences (other than declarant). The directors so elected shall not be subject to removal by declarant acting alone and shall be elected for a term of two years or until the first annual meeting after the declarant's right to appoint directors terminates, whichever is shorter. If such directors' terms expire prior to such annual meeting, successors shall be elected to serve like terms.

Referendums shall be held prior to the expiration of declarant's right to appoint directors and officers for the purpose of electing successors to the directors to be elected as provided in subsections (a), (b), and (c) above.

Fifteen (15) days prior to the first annual meeting of the Association after the Declarant's right to appoint Directors and officers terminates and fifteen (15) days prior to each annual meeting thereafter, Directors shall be elected by referendum to take office at such annual meeting. All Owners of Residences eligible to vote shall have the right to vote on all Directors to be elected as provided in the Declaration.

The declarant, in its sole discretion and without loss of any rights herein to the contrary, may permit Owners of Residences to elect a larger number of Directors earlier than is required herein.

The initial terms of the first Board of Directors elected entirely by the Owners of Residences (other than Declarant) shall be fixed at the time of their election as they among themselves shall determine. The terms of four (4) directors shall be fixed at one (1) year and the terms of five (5) directors shall be fixed at two (2) years. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 7. Removal of Directors. At any regular or special meeting of the Association duly called, any one (1) or more of the members of the Board may be removed, with or without cause, by Owners holding a Majority of the total Association vote entitled to vote thereon and a successor may then and there be elected to fill the

vacancy thus created. A Director whose removal has been proposed by the Members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than three (3) calendar months may be removed by a Majority vote of the Directors at a meeting, a quorum being present. This Section shall not apply to Directors appointed by Declarant.

Section 8. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a Director by vote of the Members, shall be filled by a vote of the Majority of the *remaining* Directors at any meeting of the Board of Directors. Each Person so selected shall serve the unexpired portion of the term.

B. Meetings.

Section 9. Organization Meetings. The first meeting of the members of the Board of Directors following each referendum of the membership shall be held immediately thereafter at such time and place as shall be fixed by the Board.

Section 10. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a Majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 11. Special Meetings. Special meetings of the Board shall be held when requested by the President, Vice President or by any two (2) Directors. The notice shall

specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a Person at the Director's home or office who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph company must be received at least forty-eight (48) hours before the time set for the meeting.

Section 12. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 13. Quorum of Board of Directors. At all meetings of the Board, a Majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the Directors present at a meeting at which a quorum is present

shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a Majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 14. Compensation. Directors may not receive compensation from the Association for acting as such. Directors may be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with their services as Directors.

Section 15. Open Meetings. All meetings of the Board shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 16. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a sensitive nature.

Section 17. Action Without A Formal Meeting; Conference Call Meetings. Any action to be taken at a meeting of the Board or any action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the

action so taken, shall be signed by all of the Directors. A member or members of the Board may participate in a meeting of the Board by means of conference telephone or similar communications equipment, by means of which all Persons participating in the meeting can hear each other. Such participation shall constitute presence in person at such meeting.

C. Powers and Duties.

Section 18. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles of Incorporation, or these By-Laws directed to be done and exercised exclusively by the Members. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Residence Owner to the Association Expenses;

(b) making assessments to defray the Association Expenses and other assessments authorized by the Declaration, establishing the means and methods of collecting such assessments, and establishing the period of payment for assessments;

(c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association as determined by the Board, including maintenance or provision of services which are generally provided by a municipality, such as maintenance of street lights, and garbage pick-up;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(g) providing services to all areas that the Association is obligated to provide services for;

(h) paying the cost of all services, if any, rendered to the Association or its Members which are not chargeable to Owners of Residences;

(i) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred;

(j) depositing Association funds into interest bearing accounts; and

(k) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management

agreements and other agreements with trusts, condominium associations, or other associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

To the extent permitted by law, the Board shall have the power to delegate its functions to designees of the Board such as, without limitation, a management agent, committees established by the Board, and employees and independent contractors of the Association.

Section 19. Management Agent. The Board may employ for the Association a management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Declarant or an affiliate of the Declarant may be employed as management agent. The term of any management agreement shall not exceed three (3) years and shall be subject to termination by either party, without cause and without penalty, upon not more than ninety (90) days' written notice.

Section 20. Borrowing. The Board shall have the power to borrow money for the purpose of repair or restoration of the Common Property and facilities without the approval of the Members of the Association; provided, however, the Board shall obtain membership approval in the same manner as for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed Fifty Thousand (\$50,000.00) Dollars outstanding debt at any one time.

Section 21. Fining Procedure. The Board shall not impose a fine (a late charge

shall not constitute a fine) unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and
- (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is not continuing. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.

(b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice, impose a fine. The notice shall state:

- (i) the nature of the alleged violation;
- (ii) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;
- (iii) that any statements, evidence, and witnesses may be produced by the alleged violator at the hearing; and
- (iv) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

(c) Hearing. If a hearing is requested, it shall be held before the Board in executive session, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

Article IV

Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, and shall be elected by a majority of the members of the Board. Any two (2) or more offices may be held by the same Person, excepting the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board at the organizational meeting of the Board. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term. Officers shall serve until their successors have been elected.

Section 3. Removal. Any officer may be removed by 2/3's vote of the Board whenever, in its judgment, the best interest of the Association will be served thereby.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Alabama Nonprofit Corporation Act.

Section 5. Vice President. The Vice President shall act in the president's absence and shall have all powers, duties, and responsibilities provided for the president when so acting.

Section 6. Secretary. The Secretary shall keep the minute of all meetings of the Association and of the Board and shall have charge of such books and papers as the Board may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Alabama law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping or causing to be kept full and accurate financial records and books of account showing all receipts and disbursements, for preparing or causing to be prepared all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board.

Section 8. Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article V

Committees

Section 1. General. In addition to the committees established in the

Declaration, committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board. The Board in its sole discretion shall obtain liability insurance covering the members of each committee and the Association for the activities of such committees, if reasonably available.

Section 2. Covenants Committee. The Board may establish a Covenants Committee to advise the Board regarding violations of the Declaration, By-Laws, rules and regulations, use restrictions and design guidelines. The Committee shall also advise the Board regarding sanctions to be imposed for such violations.

Section 3. Architectural Review Committee. The Board shall establish an Architectural Review Committee to carry out the functions provided for such committee in the Declaration. The Committee, in its sole discretion, may employ the services of experts for advice and may expend funds of the Association for the fees of such experts.

Section 4. Citizens Advisory Committees. The Board may establish Citizens Advisory Committees to advise the Board and other committees.

Article VI

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Roberts Rules of Order, (current edition) shall

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govern the conduct of all Association proceedings, when not in conflict with Alabama law, the Articles of Incorporation, the Declaration, these By-Laws, or a ruling made by the Person presiding over the proceeding.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Alabama law, the Articles of Incorporation, the Declaration, and these By-Laws, then the provisions of Alabama law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Notices. Unless otherwise specified in the Declaration or By-Laws, all notices, demands, bills, statements, or other communications required or permitted to be sent under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, postage prepaid:

(a) if to a Member at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the last known address of the Member; or


(b) if to the Association, the board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members.

If there are multiple Owners of a single piece of property, notice to one (1) shall be deemed notice to all. Multiple Owners may designate one (1) Owner as the Person entitled to receive notice of Association matters by so notifying the Association in writing.

Section 5. Amendment. The provisions of the Declaration applicable to

amendment of that instrument shall apply to any amendment to these By-Laws.

Adopted on this the 27th day of January, 1997.


Heritage Plantation Homeowners
Association, Inc., Secretary

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STATE OF ALABAMA

LIMESTONE COUNTY

RLPY 2001 45347
Recorded In Above Book and Page
10/04/2001 08:30:57 AM
Michael L. Davis
Judge of Probate
Limestone County, AL

AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR
HERITAGE PLANTATION SUBDIVISION
AND
SUPPLEMENTAL DECLARATION
FOR WATERFORD MANOR, PHASE ONE

WHEREAS, heretofore on the 27th day of January, 1997, the undersigned, Heritage Plantation, Inc., an Alabama corporation, as Declarant, did promulgate and file for record Declaration of Protective Covenants for Heritage Plantation, a residential subdivision, which said Declaration of Protective Covenants is recorded in Deed Book 889, Page 751, in the Office of the Judge of Probate of Madison County, Alabama.

WHEREAS, said declaration was subsequently recorded in Book 2000, Page 35344, in the Office of the Judge of Probate of Limestone County, Alabama

WHEREAS, Article X, Section 1, of said Declaration of Protective Covenants of Heritage Plantation provides that the Declarant may subject additional parcels of real property described in Exhibit "C," of said declaration and may promulgate amendments to the restrictive covenants as provided in Article XIII, Section 4, by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama, or Limestone County, as the case may be.

NOW THEREFORE, pursuant to the provisions of said Article X, Section 1, and Article XIII, Section 4, of the Declaration of Protective Covenants of Heritage Plantation, the undersigned, Heritage Plantation, Inc., as Declarant, and Union Planters Bank, N.A., as Mortgagee, do by these presents amend said declaration in the following manner:

1. All of the additional properties described in attached exhibit "A," which is incorporated herein by reference, is subject to the restrictions set forth in the Declaration of Protective Covenants as recorded in Deed Book 889, Page 751, Office of the Judge of Probate of Madison County, Alabama, as may be amended from time to time.

2. As to the property described in exhibit "A," (hereinafter referred to as "Waterford Manor") said Declaration is further modified by the following additional restrictions:

- (a) All dwellings and permitted accessory buildings constructed on the lots of Waterford Manor shall have an exterior of at least 70% percent stone or masonry brick construction, with no less than sixty percent of the exterior of each side of the dwellings or buildings consisting of stone or masonry brick unless at the sole discretion of the Architectural Review Committee a plan may be deemed to architecturally enhance the community. Visible unpainted red or yellow "sewer brick" will not be allowed.
- (b) All dwellings in Waterford Manor shall have side or rear entry garages. No front entry garages will be permitted.
- (c) Roofs of dwellings constructed on all Waterford Manor lots shall be of architectural grade shingles.
- (d) Dwellings constructed on the lots of Waterford Manor shall have at least three thousand five hundred (3500) square feet of heated area.
- (e) All dwellings shall have a roof pitch of 8/12 or greater on the main roof of the dwelling.
- (f) Each lot in Waterford Manor shall contain a Mailbox approved by either the Architectural Review Committee or the Board.

IN WITNESS WHEREOF, the undersigned, Heritage Plantation, Inc., an Alabama corporation, and Union Planters Bank, N.A., a national banking association, have caused this instrument to be executed on this the 1st day of October, 2001

HERITAGE PLANTATION, INC.

By: 

Sandra Steele

Its: Vice-President

UNION PLANTERS BANK, N.A.

By: 

Robert E. DeNeefe

Its: Vice-President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Sandra Steele, whose name as Vice-President of Heritage Plantation, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said corporation.

This the 1st day of October, 2001.

Xeresa Benson

Notary Public

My Commission Expires: 10/19/04

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Robert E. DeNeefe, whose name as Vice-President of Union Planters Bank, N.A., is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said banking institution.

This the 1st day of October, 2001.

Xeresa Benson

Notary Public

My Commission Expires: 10/19/04

This Instrument Prepared By:

Samuel H. Givhan

Watson, Jimmerson, Givhan & Martin, P.C.

203 Greene Street

Huntsville, Alabama 35801

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EXHIBIT "A"

Lots 338, 339, and 340, according to the final plat of WATERFORD MANOR SUBDIVISION, a resubdivision of Lots 340 and 324 of Waterford, a resubdivision of Tract 5 of Cambridge as recorded in Plat Book G, Pages 58 & 59, and Tract 3 of Cambridge, a resubdivision of Lot 1 of Heritage Plantation Seventh Addition, as recorded in Plat Book G, Pages 45 thru 47, in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book G, Page 91.

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STATE OF ALABAMA

LIMESTONE COUNTY

RLPT 2001 56511
Recorded in Above Book and Page
12/03/2001 12:31:53 PM
Michael L. Davis
Judge of Probate
Limestone County, AL

AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR
HERITAGE PLANTATION SUBDIVISION
AND
SUPPLEMENTAL DECLARATION
FOR WATERFORD MANOR, PHASE TWO

WHEREAS, heretofore on the 27th day of January, 1997, the undersigned, Heritage Plantation, Inc., an Alabama corporation, as Declarant, did promulgate and file for record Declaration of Protective Covenants for Heritage Plantation, a residential subdivision, which said Declaration of Protective Covenants is recorded in Deed Book 889, Page 751, in the Office of the Judge of Probate of Madison County, Alabama.

WHEREAS, said declaration was subsequently recorded in Book 2000, Page 55344, in the Office of the Judge of Probate of Limestone County, Alabama.

WHEREAS, Article X, Section 1, of said Declaration of Protective Covenants of Heritage Plantation provides that the Declarant may subject additional parcels of real property described in Exhibit "C," of said declaration and may promulgate amendments to the restrictive covenants as provided in Article XIII, Section 4, by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama, or Limestone County, as the case may be.

NOW THEREFORE, pursuant to the provisions of said Article X, Section 1, and Article XIII, Section 4, of the Declaration of Protective Covenants of Heritage Plantation, the undersigned, Heritage Plantation, Inc., as Declarant, does by these presents amend said declaration in the following manner:

1. All of the additional properties described in attached exhibit "A," which is incorporated herein by reference, is subject to the restrictions set forth in the Declaration of Protective Covenants as recorded in Deed Book 889, Page 751, Office of the Judge of Probate of Madison County, Alabama, as may be amended from time to time.

2. As to the property described in exhibit "A," (hereinafter referred to as "Waterford II") said Declaration is further modified by the following additional restrictions:

(a) All dwellings and permitted accessory buildings constructed on the lots of Waterford II shall have an exterior of at least 70% percent stone or masonry brick construction, with no less than 60% percent of the exterior of each side of the dwellings or buildings consisting of stone or masonry brick unless at the sole discretion of the Architectural Review Committee a plan may be deemed to architecturally enhance the community. Visible unpainted red or yellow "sewer brick" will not be allowed.

(b) All dwellings in Waterford II shall have side or rear entry garages. No front entry garages will be permitted.

(c) Roofs of dwellings constructed on all Waterford II lots shall be of architectural grade shingles.

(d) Dwellings constructed on the lots of Waterford II shall have at least three thousand five hundred square feet of heated area.

(e) All dwellings shall have a roof pitch of 8/12 or greater.

(f) Each lot in Waterford II shall contain a Mailbox approved by either the Architectural Review Committee or the Board.

IN WITNESS WHEREOF, the undersigned, Heritage Plantation, Inc., an Alabama corporation, has caused this instrument to be executed on this the 30th day of November, 2001.

ALFY 2801 56512

HERITAGE PLANTATION, INC.

By: Sandra Steele
Its: Vice-President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Sandra Steele, whose name as Vice-President of Heritage Plantation, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said corporation.

This the 30th day of November, 2001.

[Signature]
Notary Public

My Commission Expires: 2-2-03

This Instrument Prepared By:
Samuel H. Givhan
Watson, Jimmerson, Givhan & Martin, P.C.
203 Greene Street
Huntsville, Alabama 35801

\\n:\wp\user_data\SAM\WP\RESTRICTED\user\WatsonforH-Martin\11.ppt

EXHIBIT "A"

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN Limestone COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 1, THENCE SOUTH 00 DEGREES 00 MINUTES 48 SECONDS WEST, A DISTANCE OF 3,417.91 FEET; THENCE NORTH 80 DEGREES 21 MINUTES 39 SECONDS WEST, A DISTANCE OF 80 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 20 SECONDS WEST, A DISTANCE OF 1013.43 FEET TO A CONCRETE MONUMENT SET AND STAMPED "C&K CA-0488-LS" AND THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED PROPERTY:

THENCE FROM THE POINT OF BEGINNING SOUTH 00 DEGREES 50 MINUTES 34 SECONDS WEST, A DISTANCE OF 987.48 FEET TO A CONCRETE MONUMENT SET AND STAMPED "C&K CA-0488-LS" ON THE NORTH MARGIN OF A 60 FOOT RIGHT OF WAY FOR WATERSON WAY;

THENCE ALONG SAID NORTH MARGIN NORTH 89 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 528.16 FEET TO A P.K. NAIL SET AT OR NEAR THE INTERSECTION OF WATERSON WAY AND GARTON DRIVE;

THENCE CONTINUING ALONG SAID MARGIN AROUND A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 19 DEGREES 28 MINUTES 55 SECONDS, A RADIUS OF 480.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 81 DEGREES 02 MINUTES 13 SECONDS WEST, 155.40 FEET TO A 1/8" REBAR FOUND CAPPED "C&K CA-0488-LS";

THENCE SOUTH 71 DEGREES 19 MINUTES 05 SECONDS WEST, A DISTANCE OF 52.84 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS" AT THE SOUTHEAST CORNER OF LOT 373 OF WATERFORD A RESUBDIVISION OF TRACT 5 OF CAMBRIDGE A PLAT OF SAME BEING DESCRIBED IN PLAT BOOK G, PAGES 58 & 59 RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE Limestone COUNTY, ALABAMA;

THENCE LEAVING SAID NORTH MARGIN AND ALONG THE EAST BOUNDARY OF SAID LOT NORTH 00 DEGREES 00 MINUTES 34 SECONDS EAST, A DISTANCE OF 145.00 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0480-LS" ON THE NORTH BOUNDARY OF SAID WATERFORD PLAT;

THENCE ALONG SAID NORTH BOUNDARY NORTH 89 DEGREES 09 MINUTES 23 SECONDS WEST, A DISTANCE OF 234.17 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS";

THENCE CONTINUING ALONG SAID BOUNDARY SOUTH 09 DEGREES 50 MINUTES 34 SECONDS WEST, A DISTANCE OF 40.01 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0488-LS";

THENCE NORTH 89 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 170.00 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS" FOUND ON THE EAST BOUNDARY OF TRACT 4 OF CAMBRIDGE A RESUBDIVISION OF LOT 1 OF HERITAGE PLANTATION, SEVENTH ADDITION, A PLAT OF SAME BEING DESCRIBED IN PLAT BOOK G, PAGES 45-47 RECORDED IN THE SAID JUDGE OF PROBATE OFFICE;

THENCE ALONG SAID EAST BOUNDARY NORTH 21 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 84.03 FEET TO A 3/8" REBAR FOUND CAPPED "C&K CA-0480-LS" ON THE BOUNDARY OF PARK 2 OF SAID CAMBRIDGE SUBDIVISION;

THENCE LEAVING SAID EAST BOUNDARY AND ALONG THE BOUNDARY OF SAID PARK 2 THE FOLLOWING COURSES:

THENCE NORTH 44 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 46.01 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS";

THENCE NORTH 11 DEGREES 48 MINUTES 23 SECONDS EAST, A DISTANCE OF 105.01 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0488-LS";

THENCE NORTH 00 DEGREES 48 MINUTES 00 SECONDS EAST, A DISTANCE OF 108.07 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0488-LS";

THENCE NORTH 18 DEGREES 32 MINUTES 47 SECONDS WEST, A DISTANCE OF 114.04 FEET TO A 3/8" REBAR FOUND CAPPED "C&K CA-0489-LS";

THENCE NORTH 29 DEGREES 15 MINUTES 55 SECONDS WEST, A DISTANCE OF 55.13 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0488-LS";

THENCE NORTH 83 DEGREES 48 MINUTES 52 SECONDS WEST, A DISTANCE OF 62.04 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS";

THENCE NORTH 88 DEGREES 08 MINUTES 29 SECONDS WEST, A DISTANCE OF 220.00 FEET TO A 3/8" REBAR FOUND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 86 DEGREES 59 MINUTES 31 SECONDS WEST, A DISTANCE OF 112.07 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0488-LS";

THENCE NORTH 89 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 337.00 FEET TO A CONCRETE MONUMENT FOUND ON THE EAST MARGIN OF A 60 FOOT RIGHT OF WAY FOR BURMAN ROAD;

THENCE LEAVING SAID PARK 2 BOUNDARY AND ALONG SAID EAST MARGIN NORTH 00 DEGREES 30 MINUTES 34 SECONDS EAST, A DISTANCE OF 420.00 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0480-LS";

THENCE LEAVING SAID MARGIN AND ALONG THE SOUTH BOUNDARIES OF THOSE PROPERTIES DESCRIBED IN DEED BOOK 740 PAGE 703 AND RICKE 98287, PAGE 120 RECORDED IN THE SAID JUDGE OF PROBATE OFFICE SOUTH 38 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 1010.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 32.00 ACRES MORE OR LESS.

ORIGINAL MAY
NOT BE LEGIBLE

ALPV 2001 56513

Recording Fee 18.00, TOTAL 10.00

15.00
1.00
16.00

STATE OF ALABAMA
LIMESTONE COUNTY

RLPY 2007 6016
Recorded In Above Book and Page
01/26/2007 03:21:32 PM
Michael L. Davis
Judge of Probate
Limestone County, AL

AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR
HERITAGE PLANTATION SUBDIVISION
AND
SUPPLEMENTAL DECLARATION
FOR HERITAGE PLANTATION, PHASE SEVEN

WHEREAS, heretofore on the 27th day of January, 1997, the undersigned, Heritage Plantation, Inc., an Alabama corporation, as Declarant, did promulgate and file for record Declaration of Protective Covenants for Heritage Plantation, a residential subdivision, which said Declaration of Protective Covenants is recorded in Deed Book 889, Page 751, in the Office of the Judge of Probate of Madison County, Alabama (the "Declaration").

WHEREAS, said Declaration was subsequently recorded in Book 2000, Page 35344, in the Office of the Judge of Probate of Limestone County, Alabama, and by several other subsequent, supplemental declarations.

WHEREAS, Article X, Section 1, of said Declaration provides that the Declarant may subject additional parcels of real property described in Exhibit "C," of said declaration and may promulgate amendments to the restrictive covenants as provided in Article XIII, Section 4, by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama, or Limestone County, as the case may be.

WHEREAS, on even date herewith, Declarant is adding new parcels to the Community.

NOW THEREFORE, pursuant to the provisions of said Article X, Section 1, and Article XIII, Section 4, of the Declaration, the undersigned, Heritage Plantation, Inc., as Declarant, does by these presents hereby amend said Declaration to add all of the Common Areas described in attached exhibit "A," which is incorporated herein by reference, and does make and promulgate the following use restrictions pertaining to the use and enjoyment of all the Lots in the Community that are still owned by Declarant as January 26, 2007 (the "Developer Lots").

1. Architectural Control. Declarant reserves the exclusive right to make all architectural control decisions regarding new construction until such time as a certificate of occupancy is issued for each of the Developer Lots in the Community or until Declarant shall turn over architectural control for the Developer Lots to the Board.

2. Developer Rights. Declarant or its assigns may carry on such construction, selling and leasing activities on the property as it deems necessary, and may maintain upon such portions of the property as it deems necessary, such facilities as may be necessary, expedient or incidental to the completion of construction and to the selling or leasing of Lots, including, but not limited to, maintenance of a sales office, model residences, signs, storage areas, construction facilities and construction offices.

Furthermore, so long as Declarant owns any land within the Community or until five years from the recording of this supplemental declaration, in Declarant's sole discretion, **Declarant may amend this supplemental declaration by a written instrument filed and recorded in the Probate Office of Limestone County, Alabama, without obtaining the approval of any Owner or Mortgagee;** provided, however, (a) in the event any amendment proposed by Declarant materially and adversely alters or changes any Owner's rights to the use and enjoyment of his or her Lot or materially and adversely affects the title to any Lot, then such amendment shall be valid only upon the written consent thereto by the affected Owner, or, alternatively, by fifty percent (50%) of all of the Owners (including Declarant who shall have the voting rights attributable to any Lots owned by Declarant), or (b) in the event any such proposed amendment by Declarant would materially and adversely affect the title of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees affected thereby. Any amendment made pursuant to this Section shall be certified by Declarant and shall be effective upon recording of the same in the Probate Office of Limestone County, Alabama. Each Owner, by acceptance of a deed or other conveyance to a Lot, and each Mortgagee, by acceptance of a Mortgage on any Lot, agrees to be bound by all amendments permitted by this Section and further agrees that, if requested to do so by Declarant, such Owner and Mortgagee will consent to the amendment of this supplemental declaration or any other instruments relating to the Subdivision or the Association if such amendment is (i) necessary to bring any provision hereof into compliance or conformity with the provision of any law, ordinance, statute, rule or regulation of any applicable Governmental Authority or the judicial decision of any state or federal court, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lot, (iii) required by any Mortgagee in order to enable such Mortgagee to make a Mortgage loan on any Lot, or (iv) necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on any Lot within the Community.

3. Definitions. Any word not defined herein shall have the meaning assigned in the Declaration.

[Signature on the following page.]

Ratified by Mortgagee:

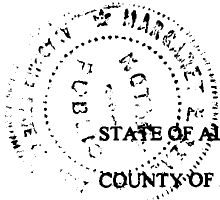
FIRST COMMERCIAL BANK

By:

William R. Night

Its:

Executive Vice President i.coo



STATE OF ALABAMA
COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared William Night, whose name as Executive Vice President of First Commercial Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date in his/her capacity as such officer and for the act of said banking institution.

This the 26th day of January, ~~2006~~ 2007

Margaret Beall

Notary Public

My Commission Expires: _____

My Commission Expires 05-26-2010

IN WITNESS WHEREOF, the undersigned, Heritage Plantation, Inc., an Alabama corporation, has caused this instrument to be executed on this the 26 day of January, 2007.

HERITAGE PLANTATION, INC.

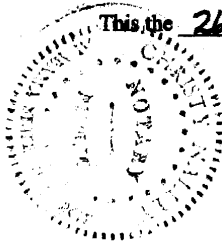
By: Sandra Steele
Its: Vice-President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Sandra Steele, whose name as Vice-President of Heritage Plantation, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said corporation.

This, the 26 day of January, 2007.



Chadley Nalley
Notary Public
My Commission Expires: 12/18/07

This Instrument Prepared By:
Samuel H. Givhan, Attorney for Declarant
Wilmer & Lee, P.A.
100 Washington Street
Huntsville, Alabama 35801

EXHIBIT "A"

RLPY 2007 6020

Parks 1, 2, 4, 5 and 6 of the Certified Plat recorded in Plat Book G, Page 362, as further described in said plat and recorded in the Probate Office of Limestone County, Alabama, being the same property, or substantially the same property, as described as Parks 1, 2, 4, 5 and 6 in Plat Book G, Page 267 and recorded in said probate office.

LESS AND EXCEPT, HOWEVER, the portion of Park 6, to the extent it may be included, being the property which lies west of County Line Road that is referenced as the City of Madison Water and Wastewater Well Site on the Plat of Heritage Plantation, Seventh Addition, as recorded in Plat Book G, Pages 33 & 34.

Recording Fee	16.00
TOTAL	16.00

2.5
1.5
10.5

STATE OF ALABAMA

LIMESTONE COUNTY

RLPY 2007 6006
Recorded In Above Book and Page
01/26/2007 03:17:48 PM
Michael L. Davis
Judge of Probate
Limestone County, AL

AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR
HERITAGE PLANTATION SUBDIVISION AND
SUPPLEMENTAL DECLARATION
FOR CAMBRIDGE, PHASES TWO-B, THREE AND FOUR

WHEREAS, heretofore on the 27th day of January, 1997, the undersigned, Heritage Plantation, Inc., an Alabama corporation, as Declarant, did promulgate and file for record Declaration of Protective Covenants for Heritage Plantation, a residential subdivision, which said Declaration of Protective Covenants is recorded in Deed Book 889, Page 751, in the Office of the Judge of Probate of Madison County, Alabama (the "Declaration").

WHEREAS, said Declaration was subsequently recorded in Book 2000, Page 35344, in the Office of the Judge of Probate of Limestone County, Alabama;

WHEREAS, one or more Amendments and Supplemental Declarations were recorded, including one for Cambridge, Phases One & Two in Book 2000, Page 37282, in the Limestone County Records;

WHEREAS, Article X, Section 1, of said Declaration of Protective Covenants of Heritage Plantation provides that the Declarant may subject additional parcels of real property described in Exhibit "C," of said Declaration and may promulgate amendments to the restrictive covenants as provided in Article XIII, Section 4, by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama, or Limestone County, as the case may be.

NOW THEREFORE, pursuant to the provisions of said Article X, Section 1, and Article XIII, Section 4, of the Declaration, the undersigned, Heritage Plantation, Inc., as Declarant, does by these presents amend said Declaration in the following manner:

1. All of the additional properties described in attached exhibit "A," which is incorporated herein by reference, are hereby subjected to the restrictions set forth in the Declaration, as amended and as may be amended from time to time.

2. As to the property described in exhibit "A," (hereinafter referred to as "Cambridge") said Declaration is further modified by the following additional restrictions:

(a) All dwellings and permitted accessory buildings constructed on the lots of Waterford II shall have an exterior of at least 75% percent stone or masonry brick construction, with no less than 60% percent of the exterior of each side of the dwellings or buildings consisting of stone or masonry brick unless, at the sole discretion of the Declarant, a plan may be deemed to architecturally enhance the Community. Visible unpainted red or yellow "sewer brick" will not be allowed.

(b) All dwellings in Cambridge shall have side or rear entry garages. No front entry garages will be permitted.

(c) Roofs of dwellings constructed on all Cambridge lots shall be of architectural grade shingles and shall have a pitch of 6/12 or greater.

(d) Dwellings constructed on the lots of Cambridge shall have at least two thousand five hundred square feet of heated area.

(e) Each lot in Cambridge shall contain a Mailbox approved by Declarant.

(f) Homeowners Association Dues shall be due and payable upon the earlier of the following dates: (1) the day a certificate of occupancy is, or could be, granted by the City of Madison, or (2) one year from the date the lot is conveyed from the Declarant.

3. Except as modified above, and by other supplemental declarations of record, the Declaration the otherwise remains in full force and effect and is hereby affirmed and ratified. All capitalized terms not defined herein shall have the meaning assigned in the Declaration.

4. Declarant reserves the exclusive right to make all architectural control decisions regarding new construction until such time as a certificate of occupancy is issued for each lot in Cambridge or until Declarant shall turn over architectural control for Cambridge to the Board.

IN WITNESS WHEREOF, the undersigned, Heritage Plantation, Inc., an Alabama corporation, has caused this instrument to be executed on this the 26th day of January, 2007.

HERITAGE PLANTATION, INC.

By [Signature]
Sandra Steele
Its: Vice-President

STATE OF ALABAMA

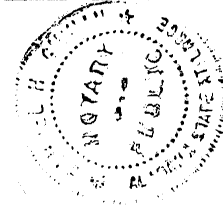
COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Sandra Steele, whose name as Vice-President of Heritage Plantation, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said corporation.

This the 26th day of January, 2007.

[Signature]
Notary Public

My Commission Expires: 2-3-07



This Instrument Prepared By:
Samuel H. Givhan, Attorney for Declarant
Wilmer & Lee, P.A.
100 Washington Street
Huntsville, Alabama 35801

PARESTRICIONS\ENFINGER\HeritagePlantation.

EXHIBIT "A"

Tracts 1A, 1B, and 1C of the Certified Plat recorded in Plat Book G, Page 362, purported as a resubdivision of Lot 1 of Heritage Plantation Seventh Addition, a resubdivision of Lots 3 and 4 as recorded in Plat Book G, Pages 34-34 and a resubdivision of Tract 2 and Park 3 of Cambridge, a resubdivision of Lot 1 of Heritage Plantation Seventh Addition, and a resubdivision of Tract 4, Park 1 and Park 2 of Cambridge, a resubdivision of Lot 1 of Heritage Plantation, Seventh Addition, as recorded in Plat Book G, Pages 45, 46 and 47, all as recorded in the Probate Office of Limestone County, Alabama, being the same property described as Tracts 1A, 1B, and 1C in Plat Book G, Page 267 and recorded in said probate office.

LESS AND EXCEPT, HOWEVER, the portion of Tract 1A that is referenced as being zoned B-2 and which lies west of County Line Road and south of Park 4, with approximate dimensions of 400.4' by 240.62'.

Recording Fee	10.00
TOTAL	10.00

15.00
1.00
16.00

STATE OF ALABAMA
LIMESTONE COUNTY

RPY 2000 37277
Recorded In Above Book and Page
11/28/2000 04:22:23 PM
Michael L. Davis
Judge of Probate
Limestone County, AL

AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR
HERITAGE PLANTATION SUBDIVISION
AND
SUPPLEMENTAL DECLARATION
FOR WATERFORD, PHASE ONE

WHEREAS, heretofore on the 27th day of January, 1997, the undersigned, Heritage Plantation, Inc., an Alabama corporation, as Declarant, did promulgate and file for record Declaration of Protective Covenants for Heritage Plantation, a residential subdivision, which said Declaration of Protective Covenants is recorded in Deed Book 889, Page 751, in the Office of the Judge of Probate of Madison County, Alabama.

WHEREAS, said declaration was subsequently recorded in Book 2000, Page 35344, in the Office of the Judge of Probate of Limestone County, Alabama.

WHEREAS, Article X, Section 1, of said Declaration of Protective Covenants of Heritage Plantation provides that the Declarant may subject additional parcels of real property described in Exhibit "C," of said declaration and may promulgate amendments to the restrictive covenants as provided in Article XIII, Section 4, by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama, or Limestone County, as the case may be.

NOW THEREFORE, pursuant to the provisions of said Article X, Section 1, and Article XIII, Section 4, of the Declaration of Protective Covenants of Heritage Plantation, the undersigned, Heritage Plantation, Inc., as Declarant, and Union Planters Bank, N.A., as Mortgagee, do by these presents amend said declaration in the following manner:

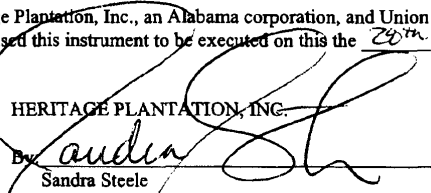
1. All of the additional properties described in attached exhibit "A," which is incorporated herein by reference, is subject to the restrictions set forth in the Declaration of Protective Covenants as recorded in Deed Book 889, Page 751, Office of the Judge of Probate of Madison County, Alabama, as may be amended from time to time.

2. As to the property described in exhibit "A," (hereinafter referred to as "Waterford") said Declaration is further modified by the following additional restrictions:

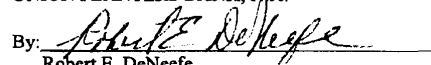
- (a) All dwellings and permitted accessory buildings constructed on the lots of Waterford shall have an exterior of at least ninety percent stone or masonry brick construction, with no less than eighty percent of the exterior of each side of the dwellings or buildings consisting of stone or masonry brick. Visible unpainted red or yellow "sewer brick" will not be allowed.
- (b) All dwellings in Waterford shall have side or rear entry garages. No front entry garages will be permitted.
- (c) Roofs of dwellings constructed on all Waterford lots shall be of architectural grade shingles.
- (d) Dwellings constructed on the lots of Waterford shall have at least three thousand square feet of heated area.
- (e) All dwellings shall have a roof pitch of 8/12 or greater.
- (f) Each lot in Waterford shall contain a Mailbox approved by either the Architectural Review Committee or the Board.

IN WITNESS WHEREOF, the undersigned, Heritage Plantation, Inc., an Alabama corporation, and Union Planters Bank, N.A., a national banking association, have caused this instrument to be executed on this the 28th day of November, 2000.

HERITAGE PLANTATION, INC.

By: 
Sandra Steele
Its: Vice-President

UNION PLANTERS BANK, N.A.

By: 
Robert E. DeNeefe
Its: Vice-President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Sandra Steele, whose name as Vice-President of Heritage Plantation, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said corporation.

This the 28th day of November, 2000.

M. Dan Miller
Notary Public
My Commission Expires: 09-09-02

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Robert E. DeNeefe, whose name as Vice-President of Union Planters Bank, N.A., is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said banking institution.

This the 29th day of November, 2000.

M. Dan Miller
Notary Public
My Commission Expires: 09-09-02

This Instrument Prepared By:
Samuel H. Givhan
Watson, Jimmerson, Givhan & Martin, P.C.
200 Clinton Avenue, Suite 800
Huntsville, Alabama 35801
\\...\restrictions\en\finger\covenant.waterfor.1st



RLPY 2000 37279

Exhibit A

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

98-006 WATERFORD

I, J.W. KENNEDY, A REGISTERED LAND SURVEYOR WITH THE FIRM OF CHYNOWETH SOMERS & KENNEDY, INC. LOCATED IN HUNTSVILLE, ALABAMA, HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 1, AND THE NORTHEAST QUARTER OF SECTION 12 TOWNSHIP 4 SOUTH, RANGE 3 WEST, OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 1, SAID POINT BEING LOCATED AT THE APPROXIMATE CENTERLINES OF COUNTY LINE ROAD AND HUNTSVILLE-BROWNS FERRY ROAD; THENCE, SOUTH 00 DEGREES 49 MINUTES 48 SECONDS WEST, ALONG A LINE BETWEEN THE NORTHEAST CORNER OF SAID SECTION 1 AND A RAILROAD SPIKE FOUND AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA AND ALONG THE CENTER OF SAID COUNTY LINE ROAD, A DISTANCE OF 3,417.91 FEET TO P.K. NAIL FOUND IN THE CENTER OF COUNTY LINE ROAD, THENCE, NORTH 89 DEGREES 21 MINUTES 36 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8" REBAR FOUND ON THE WEST MARGIN OF A 120 FOOT RIGHT OF WAY FOR SAID COUNTY LINE ROAD, SAID POINT BEING FURTHER DESCRIBED AS BEING LOCATED ON THE SOUTH BOUNDARY OF THAT PROPERTY DESCRIBED IN FICHE 95386, PAGE 024, RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA THENCE SOUTH 00 DEGREES 49 MINUTES 48 SECONDS WEST, AND ALONG SAID WEST MARGIN A DISTANCE OF 1007.25 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY;

THENCE FROM THE POINT OF BEGINNING SOUTH 00 DEGREES 49 MINUTES 48 SECONDS WEST, AND CONTINUING ALONG SAID WEST MARGIN A DISTANCE OF 130.00 FEET TO A POINT;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AND A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 44 DEGREES 10 MINUTES 14 SECONDS WEST, AND LEAVING SAID WEST MARGIN OF COUNTY LINE ROAD 35.36 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 303.08 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 340.00 FEET, AND A DELTA ANGLE OF 05 DEGREES 50 MINUTES 11 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 86 DEGREES 15 MINUTES 09 SECONDS WEST, 26.47 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 83 DEGREES 20 MINUTES 03 SECONDS WEST, A DISTANCE OF 185.92 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, AND A DELTA ANGLE OF 07 DEGREES 45 MINUTES 54 SECONDS, A CHORD BEARING AND

275 West Park Loop • Suite 102
Huntsville, AL 35806

Telephone: (256) 722-0585
Facsimile: (256) 722-0520

DISTANCE OF NORTH 79 DEGREES 27 MINUTES 06 SECONDS WEST, 10.83 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 75 DEGREES 34 MINUTES 09 SECONDS WEST, A DISTANCE OF 98.80 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, AND A DELTA ANGLE OF 03 DEGREES 52 MINUTES 23 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 77 DEGREES 30 MINUTES 21 SECONDS WEST, 6.76 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 06 DEGREES 39 MINUTES 57 SECONDS WEST, A DISTANCE OF 181.88 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 126.90 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 48 DEGREES 52 MINUTES 00 SECONDS WEST, A DISTANCE OF 1481.85 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 09 MINUTES 26 SECONDS WEST, A DISTANCE OF 171.94 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 26 DEGREES 52 MINUTES 29 SECONDS WEST, A DISTANCE OF 118.61 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 00 DEGREES 50 MINUTES 34 SECONDS EAST, A DISTANCE OF 993.54 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 19.74 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 00 DEGREES 46 MINUTES 00 SECONDS EAST, A DISTANCE OF 195.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 89 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 170.00 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 00 DEGREES 50 MINUTES 34 SECONDS EAST, A DISTANCE OF 40.91 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 89 DEGREES 09 MINUTES 26 SECONDS EAST, A DISTANCE OF 234.37 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 00 DEGREES 50 MINUTES 34 SECONDS EAST, A DISTANCE OF 43.78 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 89 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 1100.89 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 02 DEGREES 43 MINUTES 23 SECONDS WEST, A DISTANCE OF 157.60 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, AND A DELTA ANGLE OF 03 DEGREES 22 MINUTES 30 SECONDS, A CHORD BEARING AND

RPV 2000 37281

DISTANCE OF SOUTH 89 DEGREES 24 MINUTES 24 SECONDS WEST, 5.89 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE NORTH 88 DEGREES 54 MINUTES 03 SECONDS EAST, A DISTANCE OF 98.80 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, AND A DELTA ANGLE OF 07 DEGREES 45 MINUTES 54 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 87 DEGREES 13 MINUTES 00 SECONDS EAST, 10.83 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 83 DEGREES 20 MINUTES 03 SECONDS EAST, A DISTANCE OF 185.92 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 260.00 FEET, AND A DELTA ANGLE OF 05 DEGREES 50 MINUTES 11 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 86 DEGREES 15 MINUTES 09 SECONDS WEST, 26.47 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 303.08 FEET TO A 5/8 INCH REBAR SET AND CAPPED "C&K CA-0489-LS";

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AND A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 45 DEGREES 49 MINUTES 46 SECONDS WEST, 35.36 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY AND CONTAINING 31.50 ACRES, MORE OR LESS.

SUBJECT TO ALL PRESENTLY EXISTING ROAD RIGHT-OF-WAY EASEMENTS AND ALL EXISTING INGRESS AND EGRESS EASEMENTS, RECORDED OR UNRECORDED.

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

ACCORDING TO MY SURVEY THIS THE 16TH. DAY OF MAY, 2000.

As recorded in Plat Book 6 Page 45, 46, 47 Probate Judge's Office of Limestone County, Alabama.

Recording Fee 16.00
TOTAL 16.00


CRYNOWETH & KENNEDY, INC.
CIVIL ENGINEERING & LAND SURVEYING

9.00
1.00
10.00

STATE OF ALABAMA

LIMESTONE COUNTY

RLPY 2001 56511
Recorded In Above Book and Page
12/03/2001 12:31:50 PM
Michael L. Davis
Judge of Probate
Limestone County, AL

AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR
HERITAGE PLANTATION SUBDIVISION
AND
SUPPLEMENTAL DECLARATION
FOR WATERFORD MANOR, PHASE TWO

WHEREAS, heretofore on the 27th day of January, 1997, the undersigned, Heritage Plantation, Inc., an Alabama corporation, as Declarant, did promulgate and file for record Declaration of Protective Covenants for Heritage Plantation, a residential subdivision, which said Declaration of Protective Covenants is recorded in Deed Book 889, Page 751, in the Office of the Judge of Probate of Madison County, Alabama.

WHEREAS, said declaration was subsequently recorded in Book 2000, Page 35344, in the Office of the Judge of Probate of Limestone County, Alabama.

WHEREAS, Article X, Section 1, of said Declaration of Protective Covenants of Heritage Plantation provides that the Declarant may subject additional parcels of real property described in Exhibit "C," of said declaration and may promulgate amendments to the restrictive covenants as provided in Article XIII, Section 4, by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama, or Limestone County, as the case may be.

NOW THEREFORE, pursuant to the provisions of said Article X, Section 1, and Article XIII, Section 4, of the Declaration of Protective Covenants of Heritage Plantation, the undersigned, Heritage Plantation, Inc., as Declarant, does by these presents amend said declaration in the following manner:

1. All of the additional properties described in attached exhibit "A," which is incorporated herein by reference, is subject to the restrictions set forth in the Declaration of Protective Covenants as recorded in Deed Book 889, Page 751, Office of the Judge of Probate of Madison County, Alabama, as may be amended from time to time.

2. As to the property described in exhibit "A," (hereinafter referred to as "Waterford II") said Declaration is further modified by the following additional restrictions:

(a) All dwellings and permitted accessory buildings constructed on the lots of Waterford II shall have an exterior of at least 70% percent stone or masonry brick construction, with no less than 60% percent of the exterior of each side of the dwellings or buildings consisting of stone or masonry brick unless at the sole discretion of the Architectural Review Committee a plan may be deemed to architecturally enhance the community. Visible unpainted red or yellow "sewer brick" will not be allowed.

(b) All dwellings in Waterford II shall have side or rear entry garages. No front entry garages will be permitted.

(c) Roofs of dwellings constructed on all Waterford II lots shall be of architectural grade shingles.

(d) Dwellings constructed on the lots of Waterford II shall have at least three thousand five hundred square feet of heated area.

(e) All dwellings shall have a roof pitch of 8/12 or greater.

(f) Each lot in Waterford II shall contain a Mailbox approved by either the Architectural Review Committee or the Board.

IN WITNESS WHEREOF, the undersigned, Heritage Plantation, Inc., an Alabama corporation, has caused this instrument to be executed on this the 30th day of November, 2001.

RPV 2001 56512

HERITAGE PLANTATION, INC.
By: [Signature]
Sandra Steele
Vice-President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Sandra Steele, whose name as Vice-President of Heritage Plantation, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said corporation.

This the 30th day of November, 2001.

[Signature]
Notary Public
My Commission Expires: 2-2-03

This Instrument Prepared By:
Samuel H. Givhan
Watson, Jimmerson, Givhan & Martin, P.C.
203 Greene Street
Huntsville, Alabama 35801

\\Nt-wjgm\user_data\SAM\WP\RESTRICT\Enfinger\Waterford-ManorII.wpd

EXHIBIT "A"

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN LIMESTONE COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 1, THENCE SOUTH 00 DEGREES 48 MINUTES 48 SECONDS WEST, A DISTANCE OF 3,417.91 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 38 SECONDS WEST, A DISTANCE OF 80 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 29 SECONDS WEST, A DISTANCE OF 1019.43 FEET TO A CONCRETE MONUMENT SET AND STAMPED "C&K CA-0489-LS" AND THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED PROPERTY;

THENCE FROM THE POINT OF BEGINNING SOUTH 00 DEGREES 50 MINUTES 34 SECONDS WEST, A DISTANCE OF 997.46 FEET TO A CONCRETE MONUMENT SET AND STAMPED "C&K CA-0489-LS" ON THE NORTH MARGIN OF A 50 FOOT RIGHT OF WAY FOR WATTERSON WAY;

THENCE ALONG SAID NORTH MARGIN NORTH 89 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 528.26 FEET TO A P.K. NAIL SET AT OR NEAR THE INTERSECTION OF WATTERSON WAY AND GASTON DRIVE;

THENCE CONTINUING ALONG SAID MARGIN AROUND A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 19 DEGREES 26 MINUTES 55 SECONDS, A RADIUS OF 460.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 81 DEGREES 02 MINUTES 33 SECONDS WEST, 155.40 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS";

THENCE SOUTH 71 DEGREES 19 MINUTES 05 SECONDS WEST, A DISTANCE OF 52.64 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS" AT THE SOUTHEAST CORNER OF LOT 373 OF WATERFORD A RESUBDIVISION OF TRACT 5 OF CAMBRIDGE A PLAT OF SAME BEING DESCRIBED IN PLAT BOOK G, PAGES 58 & 59 RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE LIMESTONE COUNTY, ALABAMA;

THENCE LEAVING SAID NORTH MARGIN AND ALONG THE EAST BOUNDARY OF SAID LOT NORTH 00 DEGREES 50 MINUTES 34 SECONDS EAST, A DISTANCE OF 145.00 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS" ON THE NORTH BOUNDARY OF SAID WATERFORD PLAT;

THENCE ALONG SAID NORTH BOUNDARY NORTH 89 DEGREES 09 MINUTES 28 SECONDS WEST, A DISTANCE OF 234.37 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS";

THENCE CONTINUING ALONG SAID BOUNDARY SOUTH 00 DEGREES 50 MINUTES 34 SECONDS WEST, A DISTANCE OF 40.81 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS";

THENCE NORTH 89 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 170.00 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS" FOUND ON THE EAST BOUNDARY OF TRACT 4 OF CAMBRIDGE A RESUBDIVISION OF LOT 1 OF HERITAGE PLANTATION, SEVENTH ADDITION, A PLAT OF SAME BEING DESCRIBED IN PLAT BOOK G, PAGES 45-47 RECORDED IN THE SAID JUDGE OF PROBATE OFFICE;

THENCE ALONG SAID EAST BOUNDARY NORTH 21 DEGREES 14 MINUTES 16 SECONDS WEST, A DISTANCE OF 88.03 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS" ON THE BOUNDARY OF PARK 2 OF SAID CAMBRIDGE SUBDIVISION;

THENCE LEAVING SAID EAST BOUNDARY AND ALONG THE BOUNDARY OF SAID PARK 2 THE FOLLOWING COURSES

THENCE NORTH 44 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 45.81 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS"

THENCE NORTH 11 DEGREES 45 MINUTES 23 SECONDS EAST, A DISTANCE OF 105.81 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS";

THENCE NORTH 00 DEGREES 48 MINUTES 00 SECONDS EAST, A DISTANCE OF 108.07 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS"

THENCE NORTH 16 DEGREES 32 MINUTES 47 SECONDS WEST, A DISTANCE OF 114.04 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS"

THENCE NORTH 29 DEGREES 15 MINUTES 55 SECONDS WEST, A DISTANCE OF 55.16 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS"

THENCE NORTH 63 DEGREES 48 MINUTES 52 SECONDS WEST, A DISTANCE OF 52.81 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS"

THENCE NORTH 89 DEGREES 09 MINUTES 28 SECONDS WEST, A DISTANCE OF 220.09 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS"

THENCE SOUTH 86 DEGREES 58 MINUTES 31 SECONDS WEST, A DISTANCE OF 112.57 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS"

THENCE NORTH 89 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 357.68 FEET TO A CONCRETE MONUMENT FOUND ON THE EAST MARGIN OF A 60 FOOT RIGHT OF WAY FOR BURGHEEN ROAD;

THENCE LEAVING SAID PARK 2 BOUNDARY AND ALONG SAID EAST MARGIN NORTH 00 DEGREES 50 MINUTES 34 SECONDS EAST, A DISTANCE OF 429.98 FEET TO A 5/8" REBAR FOUND CAPPED "C&K CA-0489-LS";

THENCE LEAVING SAID MARGIN AND ALONG THE SOUTH BOUNDARIES OF THOSE PROPERTIES DESCRIBED IN DEED BOOK 740, PAGE 303 AND FICHE 99297, PAGE 020 RECORDED IN THE SAID JUDGE OF PROBATE OFFICE SOUTH 89 DEGREES 28 MINUTES 29 SECONDS EAST, A DISTANCE OF 1015.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 32.82 ACRES MORE OR LESS.

ORIGINAL MAY
NOT BE LEGIBLE

RPV 2001 56513

Recording Fee 10.00, TOTAL 10.00

600
100
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STATE OF ALABAMA

LIMESTONE COUNTY

RLPY 2006 44773
Recorded In Above Book and Page
07/13/2006 12:36:56 PM
Michael L. Davis
Judge of Probate
Limestone County, AL

AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR
HERITAGE PLANTATION SUBDIVISION
AND
SUPPLEMENTAL DECLARATION
FOR WATERFORD MANOR, PHASE THREE

WHEREAS, heretofore on the 27th day of January, 1997, the undersigned, Heritage Plantation, Inc., an Alabama corporation, as Declarant, did promulgate and file for record Declaration of Protective Covenants for Heritage Plantation, a residential subdivision, which said Declaration of Protective Covenants is recorded in Deed Book 889, Page 751, in the Office of the Judge of Probate of Madison County, Alabama, (the "Declaration.")

WHEREAS, said Declaration was subsequently recorded in RLPY 2000, Page 35344, and in RLPY 2001, Page 56511, in the Office of the Judge of Probate of Limestone County, Alabama.

WHEREAS, Article X, Section 1, of said Declaration provides that the Declarant may subject additional parcels of real property described in Exhibit "C," of said declaration and may promulgate amendments to the restrictive covenants as provided in Article XIII, Section 4, by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama, or Limestone County, as the case may be.

NOW THEREFORE, pursuant to the provisions of said Article X, Section 1, and Article XIII, Section 4, of the Declaration of Protective Covenants of Heritage Plantation, the undersigned, Heritage Plantation, Inc., as Declarant, does by these presents amend said Declaration in the following manner:

1. All of the additional properties described in attached Exhibit "A," which is incorporated herein by reference, are subject to the restrictions set forth in the Declaration of Protective Covenants as recorded in Deed Book 889, Page 751, Office of the Judge of Probate of Madison County, Alabama, as may be amended from time to time.

2. As to the property described in Exhibit "A," (hereinafter referred to as "Waterford III") said Declaration is further modified by the following additional restrictions:

(a) All dwellings and permitted accessory buildings constructed on the Lots of Waterford III shall have an exterior of at least 70% percent stone or masonry brick construction, with no less than 60% percent of the exterior of each side of the dwellings or buildings consisting of stone or masonry brick unless at the sole discretion of the Architectural Review Committee a plan may be deemed to architecturally enhance the community. Visible unpainted red or yellow "sewer brick" will not be allowed.

(b) All dwellings in Waterford III shall have side or rear entry garages. No front entry garages will be permitted.

(c) Roofs of dwellings constructed on all Waterford III lots shall be of architectural grade shingles.

(d) Dwellings constructed on the lots of Waterford III shall have at least three thousand five hundred square feet of heated area.

(e) All dwellings shall have a roof pitch of 8/12 or greater.

(f) Each lot in Waterford III shall contain a Mailbox approved by either the Architectural Review Committee or the Board.

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10.0

STATE OF ALABAMA

LIMESTONE COUNTY

RLPY 2001 45347
Recorded In Above Book and Page
10/04/2001 08:30:57 AM
Michael L. Davis
Judge of Probate
Limestone County, AL

AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR
HERITAGE PLANTATION SUBDIVISION
AND
SUPPLEMENTAL DECLARATION
FOR WATERFORD MANOR, PHASE ONE

WHEREAS, heretofore on the 27th day of January, 1997, the undersigned, Heritage Plantation, Inc., an Alabama corporation, as Declarant, did promulgate and file for record Declaration of Protective Covenants for Heritage Plantation, a residential subdivision, which said Declaration of Protective Covenants is recorded in Deed Book 889, Page 751, in the Office of the Judge of Probate of Madison County, Alabama.

WHEREAS, said declaration was subsequently recorded in Book 2000, Page 35344, in the Office of the Judge of Probate of Limestone County, Alabama.

WHEREAS, Article X, Section 1, of said Declaration of Protective Covenants of Heritage Plantation provides that the Declarant may subject additional parcels of real property described in Exhibit "C," of said declaration and may promulgate amendments to the restrictive covenants as provided in Article XIII, Section 4, by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama, or Limestone County, as the case may be.

NOW THEREFORE, pursuant to the provisions of said Article X, Section 1, and Article XIII, Section 4, of the Declaration of Protective Covenants of Heritage Plantation, the undersigned, Heritage Plantation, Inc., as Declarant, and Union Planters Bank, N.A., as Mortgagee, do by these presents amend said declaration in the following manner:

1. All of the additional properties described in attached exhibit "A," which is incorporated herein by reference, is subject to the restrictions set forth in the Declaration of Protective Covenants as recorded in Deed Book 889, Page 751, Office of the Judge of Probate of Madison County, Alabama, as may be amended from time to time.

2. As to the property described in exhibit "A," (hereinafter referred to as "Waterford Manor") said Declaration is further modified by the following additional restrictions:

(a) All dwellings and permitted accessory buildings constructed on the lots of Waterford Manor shall have an exterior of at least 70% percent stone or masonry brick construction, with no less than sixty percent of the exterior of each side of the dwellings or buildings consisting of stone or masonry brick unless at the sole discretion of the Architectural Review Committee a plan may be deemed to architecturally enhance the community. Visible unpainted red or yellow "sewer brick" will not be allowed.

(b) All dwellings in Waterford Manor shall have side or rear entry garages. No front entry garages will be permitted.

(c) Roofs of dwellings constructed on all Waterford Manor lots shall be of architectural grade shingles.

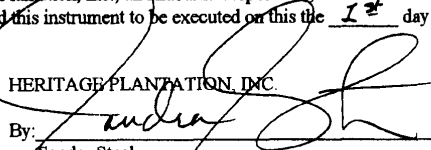
(d) Dwellings constructed on the lots of Waterford Manor shall have at least three thousand five hundred (3500) square feet of heated area.

(e) All dwellings shall have a roof pitch of 8/12 or greater on the main roof of the dwelling.

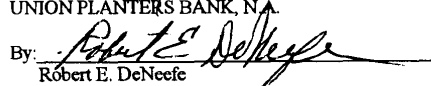
(f) Each lot in Waterford Manor shall contain a Mailbox approved by either the Architectural Review Committee or the Board.

IN WITNESS WHEREOF, the undersigned, Heritage Plantation, Inc., an Alabama corporation, and Union Planters Bank, N.A., a national banking association, have caused this instrument to be executed on this the 1st day of October, 2001.

HERITAGE PLANTATION, INC.

By: 
Sandra Steele
Its: Vice-President

UNION PLANTERS BANK, N.A.

By: 
Robert E. DeNeefe
Its: Vice-President

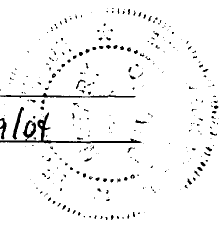
STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Sandra Steele, whose name as Vice-President of Heritage Plantation, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said corporation.

This the 1st day of October, 2001.

Xerese Penson
Notary Public
My Commission Expires: 10/19/04



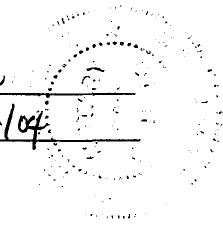
STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Robert E. DeNeefe, whose name as Vice-President of Union Planters Bank, N.A., is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said banking institution.

This the 1st day of October, 2001.

Xerese Penson
Notary Public
My Commission Expires: 10/19/04



This Instrument Prepared By:

Samuel H. Givhan
Watson, Jimmerson, Givhan & Martin, P.C.
203 Greene Street
Huntsville, Alabama 35801
\\NI-wjgm\user_data\SAM\WP\RESTRICT\ENFINGER\Waterford-Manor.wpd

EXHIBIT "A"

RLPY 2001 45349

Lots 338, 339, and 340, according to the final plat of WATERFORD MANOR SUBDIVISION, a resubdivision of Lots 340 and 324 of Waterford, a resubdivision of Tract 5 of Cambridge as recorded in Plat Book G, Pages 58 & 59, and Tract 3 of Cambridge, a resubdivision of Lot 1 of Heritage Plantation Seventh Addition, as recorded in Plat Book G, Pages 45 thru 47, in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book G, Page 91.

Recording Fee	10.00
TOTAL	10.00

1.00
1.03
2.00

STATE OF ALABAMA

LIMESTONE COUNTY

RDY 2006 56781
Recorded In Above Book and Page
08/30/2006 08:40:45 AM
Michael L. Davis
Judge of Probate
Limestone County, AL

AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR
HERITAGE PLANTATION SUBDIVISION
AND
SUPPLEMENTAL DECLARATION
FOR WATERFORD, PHASE FOUR

WHEREAS, heretofore on the 27th day of January, 1997, the undersigned, Heritage Plantation, Inc., an Alabama corporation, as Declarant, did promulgate and file for record Declaration of Protective Covenants for Heritage Plantation, a residential subdivision, which said Declaration of Protective Covenants is recorded in Deed Book 889, Page 751, in the Office of the Judge of Probate of Madison County, Alabama.

WHEREAS, said declaration was subsequently recorded in Book 2000, Page 35344, in the Office of the Judge of Probate of Limestone County, Alabama.

WHEREAS, Article X, Section 1, of said Declaration of Protective Covenants of Heritage Plantation provides that the Declarant may subject additional parcels of real property described in Exhibit "C," of said declaration and may promulgate amendments to the restrictive covenants as provided in Article XIII, Section 4, by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama, or Limestone County, as the case may be.

WHEREAS, the second phase of Waterford was erroneously labeled Waterford Phase Four, as there was no prior Phase 2 or 3, this Supplemental Declaration tracks the erroneous reference.

NOW THEREFORE, pursuant to the provisions of said Article X, Section 1, and Article XIII, Section 4, of the Declaration of Protective Covenants of Heritage Plantation, the undersigned, Heritage Plantation, Inc., as Declarant, and First Commercial Bank, as Mortgagee, do by these presents amend said declaration in the following manner:

1. All of the additional properties described in attached exhibit "A," which is incorporated herein by reference, is subject to the restrictions set forth in the Declaration of Protective Covenants as recorded in Deed Book 889, Page 751, Office of the Judge of Probate of Madison County, Alabama, as may be amended from time to time.

2. As to the property described in exhibit "A," (hereinafter referred to as "Waterford") said Declaration is further modified by the following additional restrictions:

(a) All dwellings and permitted accessory buildings constructed on the lots of Waterford shall have an exterior of at least seventy percent stone or masonry brick construction, with no less than sixty percent of the exterior of each side of the dwellings or buildings consisting of stone or masonry brick. Visible unpainted red or yellow "sewer brick" will not be allowed.

(b) All dwellings in Waterford shall have side or rear entry garages. No front entry garages will be permitted.

(c) Roofs of dwellings constructed on all Waterford lots shall be of architectural grade shingles.

(d) Dwellings constructed on the lots of Waterford shall have at least three thousand square feet of heated area.

(e) All dwellings shall have a roof pitch of 8/12 or greater.

(f) Each lot in Waterford shall contain a Mailbox approved by either the Architectural Review Committee or the Board.

3. Association dues shall be due and payable, on a prorated basis, upon the earlier of one year from the date of conveyance from Declarant or upon receipt of a certificate of occupancy (or the ability to obtain one).

4. Declarant reserves exclusive right to make all architectural control decisions until such time as a certificate of occupancy is issued for each lot in Waterford or until Declarant shall turn over architectural control for Waterford to the Board.

5. Except as amended by this instrument, the other restrictions and provisions of the Declaration remain in full force and effect, and are hereby affirmed and ratified.

IN WITNESS WHEREOF, the undersigned, Heritage Plantation, Inc., an Alabama corporation, and First Commercial Bank, have caused this instrument to be executed on this the 28 day of August, 2006.

HERITAGE PLANTATION, INC.

By: Sandra Steele
Its: Vice-President

FIRST COMMERCIAL BANK

By: Todd Stiles
Its: BANK OFFICER TAN

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Sandra Steele, whose name as Vice-President of Heritage Plantation, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said corporation.

This the 28 day of August, 2006.

Notary Public
My Commission Expires: 2/3/07

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Todd Stiles TAN, whose name as BANK OFFICER of First Commercial Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said banking institution.

This the 29th day of August, 2006.

Notary Public
My Commission Expires: 5-30-2007

This Instrument Prepared By:

Samuel H. Givhan
Wilmer & Lee, P.A.
100 Washington Street
Huntsville, Alabama 35801

F:\Sam\RESTRICTIONS\ENFINGER\Waterford-4th.wpd

EXHIBIT "A"

State of Alabama
County of Limestone

Beginning at a point which is South 00 degrees 49 minutes 48 seconds West, 3,417.91 feet; North 89 degrees 21 minutes 36 seconds West, 60.00 feet; North 89 degrees 28 minutes 29 seconds West, 2,934.84 feet; South 00 degrees 50 minutes 34 seconds West, 874.89 feet; and North 89 degrees 33 minutes 26 seconds East, 450.11 feet from a railroad spike found at the Northeast Corner of Section 1, Township 4 South, Range 3 West of the Huntsville Meridian, Limestone County, City of Madison, Alabama; thence from the Point of Beginning, South 64 degrees 23 minutes 50 seconds East, 41.00 feet to a point; thence North 84 degrees 55 minutes 48 seconds East, 191.48 feet to a point; thence North 79 degrees 21 minutes 18 seconds East, 71.41 feet to a point; thence South 21 degrees 14 minutes 16 seconds East, 86.03 feet to a point; thence South 00 degrees 46 minutes 00 seconds West, 195.00 feet to a point; thence South 89 degrees 14 minutes 00 seconds East, 19.74 feet to a point; thence South 00 degrees 50 minutes 34 seconds West, 993.54 feet to a point; thence South 26 degrees 52 minutes 29 seconds East, 118.61 feet to a point; thence South 89 degrees 09 minutes 26 seconds East, 171.94 feet to a point; thence South 48 degrees 52 minutes 00 seconds West, 713.96 feet to a point; thence North 41 degrees 08 minutes 00 seconds West, 69.29 feet to a point; thence North 00 degrees 50 minutes 34 seconds East, 1,782.46 feet to the Point of Beginning and containing 14.20 Acres, more or less.

Recording Fee	10.00
TOTAL	10.00

STATE OF ALABAMA
LIMESTONE COUNTY

RLPY 2007 64431
Recorded In Above Book and Page
09/05/2007 02:47:47 PM
Michael L. Davis
Judge of Probate
Limestone County, AL

SCRIVENER'S AFFIDAVIT

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Samuel H. Givhan, who has been made known unto me and who having been first duly sworn, deposes and says as follows:

"My name is Samuel H. Givhan. I prepared an Amendment to the Declaration of Protective Covenants and Supplemental Declaration for Heritage Plantation Subdivision and Cambridge Phases Two-B, Three and Four (the "Supplemental Declarations") dated January 26, 2007, and recorded January 26, 2007, in RLPY 2007, Page 6006, in the Office of the Judge of Probate of Limestone County, Alabama.

In the Amendment, Paragraph 2(a) references:

All dwellings and permitted accessory buildings constructed on the lots of Waterford II shall have exterior of at least 75% percent stone or masonry brick construction, with no less than 60% percent of the exterior of each side of the dwellings or buildings consisting of stone or masonry brick unless, at the sole discretion of the Declarant, a plan may be deemed to architecturally enhance the Community. Visible unpainted red or yellow "sewer brick" will not be allowed.

This reference is incorrect, and should read as follows:

All dwellings and permitted accessory buildings constructed on the lots of Cambridge shall have exterior of at least 75% percent stone or masonry brick construction, with no less than 60% percent of the exterior of each side of the dwellings or buildings consisting of stone or masonry brick unless, at the sole discretion of the Declarant, a plan may be deemed to architecturally enhance the Community. Visible unpainted red or yellow "sewer brick" will not be allowed.

Dated this 30th day of August, 2007.



SAMUEL H. GIVHAN

SWORN TO and subscribed before me on this 30th day of August, 2007.



NOTARY PUBLIC

My Commission Expires: 10/21/08

This Instrument Prepared By:
Samuel H. Givhan
WILMER & LEE, P.A.
100 Washington Street, Suite 200
Huntsville, Alabama 35801
Telephone: (256) 533-0202

P:\TERESA\AFFIDAVIT\Scriveners\amendment to restrictions for hp.wpd

Recording Fee
TOTAL

1.00

12.3
1.3
13.3

STATE OF ALABAMA

LIMESTONE COUNTY

RLPY 2007 6009
Recorded In Above Book and Page
01/26/2007 03:19:19 PM
Michael L. Davis
Judge of Probate
Limestone County, AL

AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR
HERITAGE PLANTATION SUBDIVISION
AND
SUPPLEMENTAL DECLARATION
FOR THE VILLAGE AT HERITAGE PLANTATION

WHEREAS, heretofore on the 27th day of January, 1997, the undersigned, Heritage Plantation, Inc., an Alabama corporation, as Declarant, did promulgate and file for record Declaration of Protective Covenants for Heritage Plantation, a residential subdivision, which said Declaration of Protective Covenants is recorded in Deed Book 889, Page 751, in the Office of the Judge of Probate of Madison County, Alabama (the "Declaration").

WHEREAS, said Declaration was subsequently recorded in Book 2000, Page 35344, in the Office of the Judge of Probate of Limestone County, Alabama, and by several other subsequent, supplemental declarations.

WHEREAS, Article X, Section 1, of said Declaration provides that the Declarant may subject additional parcels of real property described in Exhibit "C," of said Declaration and may promulgate amendments to the restrictive covenants as provided in Article XIII, Section 4, by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama, or Limestone County, as the case may be.

NOW THEREFORE, pursuant to the provisions of said Article X, Section 1, and Article XIII, Section 4, of the Declaration, the undersigned, Heritage Plantation, Inc., as Declarant, does by these presents hereby amend said Declaration to add all of the additional properties to be known as The Village at Heritage Plantation, or such other name as Developer may have approved by the Governmental Authorities, described in attached exhibit "A," which is incorporated herein by reference, (the "Subdivision"), and does make and promulgate the following use restrictions pertaining to the use and enjoyment of all the lots of in the Subdivision (each lot as may be laid out on a plat of record being referred to as a "Lot").

1. Architectural Control. Declarant reserves the exclusive right to make all architectural control decisions regarding new construction until such time as a certificate of occupancy is issued for each lot in the Subdivision or until Declarant shall turn over architectural control for Subdivision to the Board.

2. Minimum Square Footage. Dwellings constructed on the lots of said Subdivision shall have at least 1600 square feet of heated area.

3. Potential Use. The Subdivision may, at Declarant's discretion, be utilized as a town home development. If such event, then additional restrictions and easements will be imposed upon the Property by the Declarant pursuant to the authority retained by Declarant in the following section.

4. Developer Rights. Declarant or its assigns may carry on such construction, selling and leasing activities on the property as it deems necessary, and may maintain upon such portions of the property as it deems necessary, such facilities as may be necessary, expedient or incidental to the completion of construction and to the selling or leasing of Lots, including, but not limited to, maintenance of a sales office, model residences, signs, storage areas, construction facilities and construction offices.

Further, the Declarant shall have and does hereby reserve a transferable easement on and over certain lots for the purpose of making improvements on adjoining property and for the purpose of doing all things in connection therewith. In that connection and by way of clarification but not limitation, the easements reserved by the Declarant, its successors and assigns, in, on, over, under and through the property include those for the erection, installation,

construction, and maintenance of wire, lines, conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antennae, television cables, and other utilities; for the construction of dwellings and other improvements on the Lots; for the installation, construction and maintenance of storm water drains, public and private sewers, and any other public or quasi-public utility facility; for the use of any streets, drives or temporary facilities installed for parking vehicles in connection with efforts to market the dwellings or Lots; for the installation of chimneys from the adjacent property; and for the maintenance of such other facilities and equipment as in the sole discretion of Declarant may be reasonably required, convenient or incidental to the completion, improvement and sale of dwellings or Lots.

Furthermore, so long as Declarant owns any land within the Subdivision or until five years from the recording of this supplemental declaration, in Declarant's sole discretion, **Declarant may amend this supplemental declaration by a written instrument** filed and recorded in the Probate Office of Limestone County, Alabama, **without obtaining the approval of any Owner or Mortgagee**; provided, however, (a) in the event any amendment proposed by Declarant materially and adversely alters or changes any Owner's rights to the use and enjoyment of his or her Lot or materially or adversely affects the title to any Lot, then such amendment shall be valid only upon the written consent thereto by the affected Owner, or, alternatively, by fifty percent (50%) of all of the Owners (including Declarant who shall have the voting rights attributable to any Lots owned by Declarant), or (b) in the event any such proposed amendment by Declarant would materially and adversely affect the title of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees affected thereby. Any amendment made pursuant to this Section shall be certified by Declarant and shall be effective upon recording of the same in the Probate Office of Limestone County, Alabama. Each Owner, by acceptance of a deed or other conveyance to a Lot, and each Mortgagee, by acceptance of a Mortgage on any Lot, agrees to be bound by all amendments permitted by this Section and further agrees that, if requested to do so by Declarant, such Owner and Mortgagee will consent to the amendment of this supplemental declaration or any other instruments relating to the Subdivision or the Association if such amendment is (i) necessary to bring any provision hereof into compliance or conformity with the provision of any law, ordinance, statute, rule or regulation of any applicable Governmental Authority or the judicial decision of any state or federal court, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lot, (iii) required by any Mortgagee in order to enable such Mortgagee to make a Mortgage loan on any Lot, or (iv) necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on any Lot within the Community.

In the event that the property upon which the Subdivision is planned is not rezoned to permit the uses contemplated herein, then, at Declarant's election, this supplemental declaration may be revoked or modified, in Declarant's sole discretion.

[Signatures on following page.]

IN WITNESS WHEREOF, the undersigned, Heritage Plantation, Inc., an Alabama corporation, has caused this instrument to be executed on this the 26th day of January, 2007.

HERITAGE PLANTATION, INC.

By: Sandra Steele
Sandra Steele
Its: Vice-President

STATE OF ALABAMA

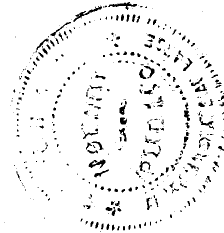
COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Sandra Steele, whose name as Vice-President of Heritage Plantation, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said corporation.

This the 26th day of January, 2007.

[Signature]
Notary Public

My Commission Expires: 2-3-07



This Instrument Prepared By:
Samuel H. Givhan, Attorney for Declarant
Wilmer & Lee, P.A.
100 Washington Street
Huntsville, Alabama 35801

P:\RESTRICTIONS\ENFINGER\Heritage Plantation.

State of Alabama}
County of Limestone}

Exhibit "A"

All that part of Section 12, Township 4 South, Range 3 West, of the Huntsville Meridian, Limestone County, Alabama, being further described as:

A portion of Lot 3 of Heritage Plantation, Seventh Addition a Resubdivision of Lots 3 and 4 as recorded in Plat Book G, Pages 33 and 34 and a Resubdivision of Track 2 and Park 3 of Cambridge, a Resubdivision of Lot 1 of Heritage Plantation, Seventh Addition as recorded in Plat Book G, Pages 45, 46 and 47 of record in the Office of the Judge of Probate of Limestone County, Alabama in Plat Book G, Page 140 and being more particularly described as follows:

Commencing at a railroad spike found at the Northeast corner of Section 1, Township 4 South, Range 3 West, of the Huntsville Meridian, Limestone County, Alabama, said point being located at the approximate centerlines of County Line Road and Huntsville-Browns Ferry Road; thence South 00 degrees 49 minutes 46 seconds West, along the center of said County Line road a distance of 3,417.91 feet to a P.K. nail; thence North 89 degrees 21 minutes 36 seconds West, a distance of 60.00 feet to a 5/8-inch rebar on the West margin of a 120-foot right-of-way for said County Line Road; thence South 00 degrees 49 minutes 46 seconds West, along said West right-of-way margin a distance of 5416.97 feet to the Point of Beginning of the tract herein described; thence from the Point of Beginning continue South 00 degrees 49 minutes 46 seconds West, along said West right-of-way margin distance of 80.00 feet; thence North 89 degrees 10 minutes 14 seconds West, leaving said West right-of-way margin, 210.00 feet; thence South 00 degrees 49 minutes 46 seconds West, 394.18 feet to a point on the South boundary of the afore mentioned Lot 3 of Heritage Plantation, Seventh Addition; thence North 89 degrees 49 minutes 06 seconds West, along said South boundary 631.52 feet to the Southwest corner of said Lot 3; thence North 00 degrees 49 minutes 46 seconds East, along the West boundary of said Lot 3, 872.24 feet to the Northwest corner of said Lot 3; thence South 89 degrees 49 minutes 06 seconds East, along the North boundary of said Lot 3, 631.52 feet; thence South 00 degrees 49 minutes 46 seconds West, 398.05 feet; thence South 89 degrees 10 minutes 14 seconds East, 210.00 feet to the Point of Beginning and containing 13.03 Acres, more or less.

Recording Fee	13.00
TOTAL	13.00

Landscape Requirements of Heritage Plantation Single Family Subdivision

I. Purpose

The purpose of this restriction is to promote landscape development of single family residential lots that will preserve and appreciate the value of the development by promoting a high quality, cohesive level of landscaping. These requirements may be altered or amended at the discretion of the architectural control committee.

II. Guideline for Landscaping Planning:

1. Existing vegetation and trees should be preserved whenever possible to provide screening and lend an established feeling to the Community.
2. Shrubs should be well distributed, but not necessarily evenly spaced. Shrubs may be used for screening and to minimize the visual impact of driveways and parking areas.
3. Earth berms may be used to create a sense of enclosure and to screen driveways, especially if planted with shrubbery.
4. Unified mulched planting beds edged in materials such as brick, steel or wood look neat longer and their shape is preserved.
5. Exterior building material colors should be considered when selecting flowering trees and shrubs so that colors will not compete with or negate each other.

III. General Landscape Requirements:

1. A landscape plan shall be included as part of the lot development package submittal. This plan will include the entire lot and indicate the following:
 - a) General information, including date, north arrow, and scale of one inch to no more than fifty feet; all property lines, locations of all easements and rights-of-way; name and telephone numbers of builder and owner.
 - b) Construction information, including the locations of buildings, driveways, walks, walls, fences, and terraces.
 - c) Locations, caliper, species (common name), and intended treatment (move, remove, or save) of existing trees six inches or greater at breast height.
 - d) A schedule of all new and existing required plants proposed for landscaping, including size (caliper and height, container size, etc.) common names (genus,