

**Supplemental Declarations**

**To Covenants**

**For**

**New Neighborhoods**

**Wentworth**

**Glen Eagles**

**Royal Estates (Royal Parkway)**

**Royal Highlands**

JAN 12 1 51 PM '94

FILED-STATE OF ALA.  
HOUSTON COUNTY  
CLETUS H. CUMANS  
JUDGE OF PROBATE

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF HIGHLANDS OWNERS ASSOCIATION, INC.**

STATE OF ALABAMA,  
COUNTY OF HOUSTON.

THIS FIRST AMENDMENT TO THE DECLARATION is made this 11th day of January, 1994, by WHEELLESS DEVELOPMENT, LTD., an Alabama limited partnership (the "Declarant").

**W I T N E S S E T H:**

WHEREAS, on November 5, 1992, Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions of Highlands Owners Association, Inc. ("Declaration") recorded in Misc. Book 142, Page 121, in the Office of the Judge of Probate of Houston County, Alabama; and

WHEREAS, Exhibit "B" to the Declaration described certain real property, identified as Royal Highlands subdivision, Parkway subdivision, Glen Eagles subdivision and Wentworth subdivision (hereinafter collectively referred to as "Neighborhoods"), as being submitted to the Declaration; and

WHEREAS, in submitting such real property to the Declaration, it was Declarant's intent to designate each of the subdivisions as a separate Neighborhood within the Properties (as such terms are defined in the Declaration); and

WHEREAS, at the time of the recording of the Declaration, the Neighborhoods, with the exception of the Royal Highlands subdivision, had not been platted and recorded in aforesaid records; and

WHEREAS, the Neighborhoods have now been platted and recorded in aforesaid records; and

WHEREAS, the Declarant desires to amend Exhibit "B" to the Declaration to identify the platting information for the respective Neighborhoods and to clarify the designation of each as a separate Neighborhood pursuant to the terms of the Declaration; and

WHEREAS, pursuant to Article XVIII, Section 2 of the Declaration, so long as the Declarant still owns property described in Exhibit "A" or "B" of the Declaration for development as part of the Properties, it may unilaterally amend the Declaration for any purpose, provided, the amendment has no material adverse effect upon any right of any Owner; and

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Dothan Agent Resources  
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WHEREAS, the Declarant still owns property described in Exhibits "A" and "B" of the Declaration for development as part of the Properties, and an amendment to the Declaration supplementing the previous designation of the Neighborhoods has no material adverse effect upon any right of any Owner;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends Exhibit "B" to the Declaration to identify the platting information for the respective Neighborhoods and to clarify the designation of each as a separate Neighborhood pursuant to the terms of the Declaration. The property within the Neighborhoods shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration which shall run with the title to such property and shall be binding upon all persons having any rights, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this First Amendment to the Declaration shall be binding upon Highlands Owners Association, Inc. in accordance with the terms of the Declaration.

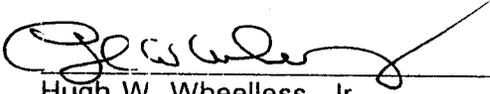
The names of the Neighborhoods shall be "Royal Highlands," "Royal Estates," "Glen Eagles," and "Wentworth," respectively.

All covenants, conditions and restrictions set forth in the Declaration are incorporated herein by reference and shall be applicable to the respective Neighborhoods.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment the day and year first above written.

DECLARANT: Wheelless Development, Ltd., an Alabama Limited Partnership

By: Wheelless Realty Corp., Inc.  
an Alabama Corporation

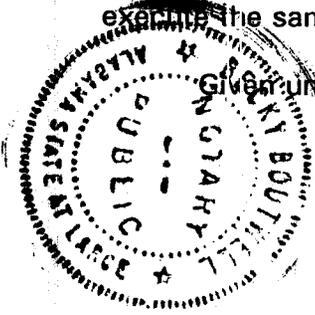
By:   
Hugh W. Wheelless, Jr.  
Its President

STATE OF ALABAMA,

COUNTY OF HOUSTON.

I, Becky Boutwell, a notary public in and for said county and said state, hereby certify that Hugh W. Wheelless, Jr., whose name as President of Wheelless Realty Corp., Inc., managing partner of Wheelless Development, Ltd., 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 11th day of January, 1994.



Becky Boutwell  
Notary Public

8-20-95

My Commission Expires

JAN 12 1 51 PM '94

FILED - STATE OF ALA.  
HOUSTON COUNTY  
CLETUS M. GUMANS  
JUDGE OF PROBATE

**EXHIBIT "B"**

**Neighborhoods**

The following property shall be known as the "Royal Highlands" Neighborhood:

All that tract or parcel of land lying and being in the City of Dothan, Houston County, Alabama, as described in that certain Final Plat of Royal Highlands which is recorded in Plat Book 8, Page 108, in the Office of the Judge of Probate of Houston County, Alabama.

The following property shall be known as the "Royal Estates" Neighborhood:

All that tract or parcel of land lying and being in the City of Dothan, Houston County, Alabama, as described in that certain Final Plat of Royal Estates which is recorded in Plat Book 8, Pages 117 and 118, in the Office of the Judge of Probate of Houston County, Alabama.

The following property shall be known as the "Glen Eagles" Neighborhood:

All that tract or parcel of land lying and being in the City of Dothan, Houston County, Alabama, as described in that certain Final Plat of Glen Eagles which is recorded in Plat Book 8, Page 120, in the Office of the Judge of Probate of Houston County, Alabama.

The following property shall be known as the "Wentworth" Neighborhood:

All that tract or parcel of land lying and being in the City of Dothan, Houston County, Alabama, as described in that certain Final Plat of Wentworth which is recorded in Plat Book 8, Page 119, in the Office of the Judge of Probate of Houston County, Alabama.

Filed this 12th day of Jan 1994 at 1:51 PM M. 154 Page 140  
\$ \_\_\_\_\_ Deed Tax Paid. Recorded 154 Page 140  
Cletus M. Gumans Judge of Probate No. 6223  
HOUSTON COUNTY ALABAMA

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FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS OF HIGHLANDS OWNERS ASSOCIATION, INC.

PAGE 4 OF 4

**DothanAR**  
Dothan Agent Resources

*Lee E. McDravin*

**Roslyn Glen**

**Edinburgh**

**Stonehaven**

JAN 19 3 48 PM '94

FILED - STATE OF ALA.  
HOUSTON COUNTY  
CLETUS E. LOUHANS  
JUDGE OF PROBATE

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS OF HIGHLANDS OWNERS ASSOCIATION,  
INC. APPLICABLE TO STONEHAVEN IN THE HIGHLANDS, ROSLYN  
GLEN IN THE HIGHLANDS, AND EDINBURGH IN THE HIGHLANDS**

STATE OF ALABAMA,  
COUNTY OF HOUSTON.

THIS SUPPLEMENTAL DECLARATION is made this 19th day of January, 1994,  
by WHEELLESS DEVELOPMENT, LTD., an Alabama limited partnership (the "Declarant").

**WITNESSETH:**

WHEREAS, on November 5, 1992, Declarant filed that certain Declaration of  
Covenants, Conditions, and Restrictions of Highlands Owners Association, Inc. ("Declaration")  
recorded in Misc. Book 142, Page 121, in the Office of the Judge of Probate of Houston  
County, Alabama; and

WHEREAS, the Declaration has been amended by "First Amendment to the Declarat on  
of Covenants, Conditions, and Restrictions of Highlands Owners Association, Inc.," dated  
January 11, 1994, and recorded in Misc. Book 154, Page 140, in the Office of the Judge of  
Probate for Houston County, Alabama; and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A"  
attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 20 and Article XIV, Section 1,  
of the Declaration, the Declarant may submit certain additional property described on Exhibit  
"A" of the Declaration to the terms of the Declaration as a separate Neighborhood (as that  
term is defined in the Declaration) within the Properties (as that term is defined in the  
Declaration) and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described on Exhibit  
"A" to the Declaration; and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the  
Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to  
the provisions of the Declaration and this Supplemental Declaration, which shall apply to such  
property in addition to the provisions of the Declaration. Such property shall be sold,  
transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to  
the provisions of this Supplemental Declaration and the Declaration, both of which shall run  
with the title to such property and shall be binding upon all persons having any right, title, or

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND,  
RESTRICTIONS OF HIGHLANDS OWNERS ASSOCIATION, INC.  
APPLICABLE TO STONEHAVEN IN THE HIGHLANDS, ROSLYN GLEN  
IN THE HIGHLANDS AND EDINBURGH IN THE HIGHLANDS**



any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Highlands Owners Association, Inc. in accordance with the terms of the Declaration.

The property described on Exhibit "A" attached hereto is hereby established as a Neighborhood within the properties under the Declaration. The name of the Neighborhoods shall be "Stonehaven, Roslyn Glen and Edinburgh," and Declarant hereby assigns the property described on Exhibit "A" attached hereto to said Neighborhoods.

## ARTICLE I

### Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

## ARTICLE II

### Amendments

Section 1. By Declarant. Until termination of the Class "B" Control Period, Declarant may unilaterally amend this Supplemental Declaration. After such termination, the Declarant may unilaterally amend this Supplemental Declaration at any time and from time to time if such amendment is (a) necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing.

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**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND,  
RESTRICTIONS OF HIGHLANDS OWNERS ASSOCIATION, INC.  
APPLICABLE TO STONEHAVEN IN THE HIGHLANDS, ROSLYN GLEN  
IN THE HIGHLANDS AND EDINBURGH IN THE HIGHLANDS**

PAGE 2 OF 5

Section 2. By the Owners. Except as provided above and otherwise specifically provided herein, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners of sixty-seven (67%) percent of the Units subject to this Supplemental Declaration, including sixty-seven (67%) percent of such Units owned by Persons other than the Declarant, the consent of the Board of Directors of the Association and the consent of the Declarant, so long as the Declarant owns any property described on Exhibit "A,". However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Houston County, Alabama.

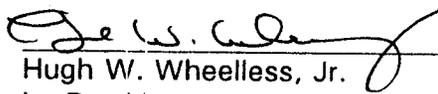
If any Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: Wheelless Development, Ltd., an Alabama Limited Partnership

By: Wheelless Realty Corp., Inc.  
an Alabama Corporation

By:   
Hugh W. Wheelless, Jr.  
Its President

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND,  
RESTRICTIONS OF HIGHLANDS OWNERS ASSOCIATION, INC.  
APPLICABLE TO STONEHAVEN IN THE HIGHLANDS, ROSLYN GLEN  
IN THE HIGHLANDS AND EDINBURGH IN THE HIGHLANDS

PAGE 3 OF 5

STATE OF ALABAMA,  
COUNTY OF HOUSTON.

I, Becky Boutwell, a notary public in and for said county and said state, hereby certify that Hugh W. Wheelless, Jr., whose name as President of Wheelless Realty Corp., Inc., managing partner of Wheelless Development, Ltd., 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 said instrument, he, as such officer and with full authority, execute the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 19th day of January, 1994.



Becky Boutwell  
Notary Public

8-20-95

My Commission Expires

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND,  
RESTRICTIONS OF HIGHLANDS OWNERS ASSOCIATION, INC.  
APPLICABLE TO STONEHAVEN IN THE HIGHLANDS, ROSLYN GLEN  
IN THE HIGHLANDS AND EDINBURGH IN THE HIGHLANDS

**EXHIBIT "A"**

**Additional Property**

The following property shall be known as the "Stonehaven" Neighborhood:

All that tract or parcel of land lying and being in the City of Dothan, Houston County, Alabama, as described in that certain Final Plat of Stonehaven in the Highlands which is recorded in Plat Book 8, Page 131, in the Office of the Judge of Probate of Houston County, Alabama.

The following property shall be known as the "Roslyn Glen" Neighborhood:

All that tract or parcel of land lying and being in the City of Dothan, Houston County, Alabama, as described in that certain Final Plat of Roslyn Glen in the Highlands which is recorded in Plat Book 8, Page 130, in the Office of the Judge of Probate of Houston County, Alabama.

The following property shall be known as the "Edinburgh" Neighborhood:

All that tract or parcel of land lying and being in the City of Dothan, Houston County, Alabama, as described in that certain Final Plat of Edinburgh in the Highlands which is recorded in Plat Book 8, Page 129, in the Office of the Judge of Probate of Houston County, Alabama.

Filed this 19 day of Jan 94 3:48pm  
Deed Tax Paid. Recorded 10/100 Book 154 Page 189  
Cletus Youmans Judge of Probate No. 6661  
HOUSTON COUNTY, ALABAMA

JAN 19 3 48 PM '94  
FILED-STATE OF ALA.  
HOUSTON COUNTY  
CLETUS YOUMANS  
JUDGE OF PROBATE

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SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF HIGHLANDS OWNERS ASSOCIATION, INC. APPLICABLE TO STONEHAVEN IN THE HIGHLANDS, ROSLYN GLEN IN THE HIGHLANDS AND EDINBURGH IN THE HIGHLANDS

*Bill Cox*

**Inverness**

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS OF HIGHLANDS OWNERS ASSOCIATION, INC.  
APPLICABLE TO INVERNESS IN THE HIGHLANDS**

STATE OF ALABAMA,  
COUNTY OF HOUSTON.

THIS SUPPLEMENTAL DECLARATION is made this 24<sup>th</sup> day of January, 1996, by WHEELLESS DEVELOPMENT, LTD., an Alabama limited partnership (the "Declarant").

**W I T N E S S E T H:**

WHEREAS, on November 5, 1992, Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions of Highlands Owners Association, Inc. ("Declaration") recorded in Misc. Book 142, Page 121, in the Office of the Judge of Probate of Houston County, Alabama; and

WHEREAS, the Declaration has been amended by "First Amendment to the Declaration of Covenants, Conditions, and Restrictions of Highlands Owners Association, Inc.," dated January 11, 1994, and recorded in Misc. Book 154, Page 140, in the Office of the Judge of Probate for Houston County, Alabama; and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 20 and Article XIV, Section 1, of the Declaration, the Declarant may submit certain additional property described on Exhibit "A" of the Declaration to the terms of the Declaration as a separate Neighborhood (as that term is defined in the Declaration) within the Properties (as that term is defined in the Declaration) and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described on Exhibit "A" to the Declaration; and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND, RESTRICTIONS  
OF HIGHLANDS OWNERS ASSOCIATION, INC. APPLICABLE TO  
INVERNESS IN THE HIGHLANDS**

PAGE 1 OF 5

Recorded In BK 174 Pg 160, 01/25/1996 08:45AM  
Luke Cooley, Judge of Probate, Houston County

property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Highlands Owners Association, Inc. in accordance with the terms of the Declaration.

The property described on Exhibit "A" attached hereto is hereby established as a Neighborhood within the properties under the Declaration. The name of the Neighborhood shall be "Inverness in the Highlands," and Declarant hereby assigns the property described on Exhibit "A" attached hereto to said Neighborhood.

## ARTICLE I

### Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

## ARTICLE II

### Amendments

Section 1. By Declarant. Until termination of the Class "B" Control Period, Declarant may unilaterally amend this Supplemental Declaration. After such termination, the Declarant may unilaterally amend this Supplemental Declaration at any time and from time to time if such amendment is (a) necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) or for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing.

Section 2. By the Owners. Except as provided above and otherwise specifically provided herein, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners of sixty-seven (67%) percent of the Units subject to this Supplemental Declaration, including sixty-seven (67%) percent of such Units owned by Persons other than the Declarant, the consent of the Board of Directors of the Association and the consent of the Declarant, so long as the Declarant owns any property described on Exhibit "A,". However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Houston County, Alabama.

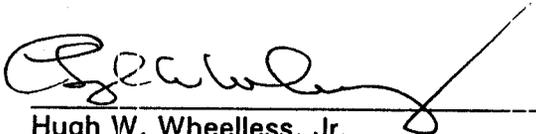
If any Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: Wheelless Development, Ltd., an Alabama Limited Partnership

By: Wheelless Realty Corp., Inc.  
an Alabama Corporation

By:   
Hugh W. Wheelless, Jr.  
Its President

Recorded In BK 174 Pg 162, 01/25/1996 08:45AM  
Luke Cooley, Judge of Probate, Houston County

STATE OF ALABAMA,  
COUNTY OF HOUSTON.

I, the undersigned authority, a notary public in and for said county and said state, hereby certify that Hugh W. Wheelless, Jr., whose name as President of Wheelless Realty Corp., Inc., managing partner of Wheelless Development, Ltd., 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 said instrument, he, as such officer and with full authority, execute the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 24th day of January, 1996.



*Becky Boutwell*  
Notary Public  
8-15-99

My Commission Expires

Recorded In BK 174 PG 163, 01/25/1996 08:45AM  
Luke Cooley, Judge of Probate, Houston County

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND, RESTRICTIONS  
OF HIGHLAND'S OWNERS ASSOCIATION, INC. APPLICABLE TO  
INVERNESS IN THE HIGHLANDS

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**EXHIBIT "A"**

**Additional Property**

The following property shall be known as the "Inverness in the Highlands" Neighborhood:

All that tract or parcel of land lying and being in the City of Dothan, Houston County, Alabama, as described in that certain Final Plat of Inverness in the Highlands which is recorded in Plat Book 10, Page 1, in the Office of the Judge of Probate of Houston County, Alabama.

Recorded In BK 174 PG 164, 01/25/1996 08:45AM  
Luke Cooley, Judge of Probate, Houston County

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND, RESTRICTIONS  
OF HIGHLANDS OWNERS ASSOCIATION, INC. APPLICABLE TO  
INVERNESS IN THE HIGHLANDS**

PAGE 5 OF 5

**DothanAR**  
Dothan Agent Resources

*Jerry White*

SPJ Fee 2.00, Recording Fee 13.50, TOTAL 15.50

**Muirfield**

**1<sup>st</sup> Addition**

**2<sup>nd</sup> Addition**

**3<sup>rd</sup> Addition**

**4<sup>th</sup> Addition**

**5<sup>th</sup> Addition**

**6<sup>th</sup> Addition**

FILED-STATE OF ALA.  
HOUSTON COUNTY  
CLETUS N. YOUMANS  
JUDGE OF PROBATE

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS OF HIGHLANDS OWNERS ASSOCIATION,  
INC. APPLICABLE TO MUIRFIELD IN THE HIGHLANDS**

STATE OF ALABAMA,  
COUNTY OF HOUSTON.

THIS SUPPLEMENTAL DECLARATION is made this 28<sup>th</sup> day of September, 1994,  
by WHEELLESS DEVELOPMENT, LTD., an Alabama limited partnership (the "Declarant").

**WITNESSETH:**

WHEREAS, on November 5, 1992, Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions of Highlands Owners Association, Inc. ("Declaration") recorded in Misc. Book 142, Page 121, in the Office of the Judge of Probate of Houston County, Alabama; and

WHEREAS, the Declaration has been amended by "First Amendment to the Declaration of Covenants, Conditions, and Restrictions of Highlands Owners Association, Inc.," dated January 11, 1994, and recorded in Misc. Book 154, Page 140, in the Office of the Judge of Probate for Houston County, Alabama; and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 20 and Article XIV, Section 1, of the Declaration, the Declarant may submit certain additional property described on Exhibit "A" of the Declaration to the terms of the Declaration as a separate Neighborhood (as that term is defined in the Declaration) within the Properties (as that term is defined in the Declaration) and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described on Exhibit "A" to the Declaration; and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND,  
RESTRICTIONS OF HIGHLANDS OWNERS ASSOCIATION, INC.  
APPLICABLE TO MUIRFIELD IN THE HIGHLANDS**

PAGE 1 OF 5

any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Highlands Owners Association, Inc. in accordance with the terms of the Declaration.

The property described on Exhibit "A" attached hereto is hereby established as a Neighborhood within the properties under the Declaration. The name of the Neighborhood shall be "Muirfield in the Highlands," and Declarant hereby assigns the property described on Exhibit "A" attached hereto to said Neighborhood.

## ARTICLE I

### Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

## ARTICLE II

### Amendments

Section 1. By Declarant. Until termination of the Class "B" Control Period, Declarant may unilaterally amend this Supplemental Declaration. After such termination, the Declarant may unilaterally amend this Supplemental Declaration at any time and from time to time if such amendment is (a) necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing.

Section 2. By the Owners. Except as provided above and otherwise specifically provided herein, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners of sixty-seven (67%) percent of the Units subject to this Supplemental Declaration, including sixty-seven (67%) percent of such Units owned by Persons other than the Declarant, the consent of the Board of Directors of the Association and the consent of the Declarant, so long as the Declarant owns any property described on Exhibit "A,". However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Houston County, Alabama.

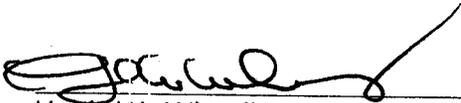
If any Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: Wheelless Development, Ltd., an Alabama Limited Partnership

By: Wheelless Realty Corp., Inc.  
an Alabama Corporation

By:   
Hugh W. Wheelless, Jr.  
Its President

STATE OF ALABAMA,  
COUNTY OF HOUSTON.

I, the undersigned authority, a notary public in and for said county and said state, hereby certify that Hugh W. Wheelless, Jr., whose name as President of Wheelless Realty Corp., Inc., managing partner of Wheelless Development, Ltd., 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 said instrument, he, as such officer and with full authority, execute the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 28<sup>th</sup> day of September, 1994.



Becky Boutwell  
Notary Public  
8/30/95  
My Commission Expires

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND,  
RESTRICTIONS OF HIGHLANDS OWNERS ASSOCIATION, INC.  
APPLICABLE TO MUIRFIELD IN THE HIGHLANDS

SEP 28 2 34 PM '94

FILED-STATE OF ALA.  
HOUSTON COUNTY  
CLETUS H. YOUNG  
JUDGE OF PROBATE

EXHIBIT "A"

Additional Property

The following property shall be known as the "Muirfield in the Highlands" Neighborhood:

All that tract or parcel of land lying and being in the City of Dothan, Houston County, Alabama, as described in that certain Final Plat of Muirfield in the Highlands which is recorded in Plat Book 8, Page 140, in the Office of the Judge of Probate of Houston County, Alabama.

Filed this 28 day of Sept 94 at 2:34PM  
\$        Deed Tax Paid, Recorded Misc Book 161 Page 143  
Cletus N. Young Judge of Probate No. 4757  
HOUSTON COUNTY, ALABAMA

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Bill Cain

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND,  
RESTRICTIONS OF HIGHLANDS OWNERS ASSOCIATION, INC.  
APPLICABLE TO MUIRFIELD IN THE HIGHLANDS

Nov 16 10 03 AM '94

FILED - STATE OF ALA.  
HOUSTON COUNTY  
CLETUS N. YOUMANS  
CLERK OF PROBATE

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS OF HIGHLANDS OWNERS ASSOCIATION, INC.  
APPLICABLE TO FIRST ADDITION, MUIRFIELD IN THE HIGHLANDS**

STATE OF ALABAMA,  
COUNTY OF HOUSTON.

THIS SUPPLEMENTAL DECLARATION is made this 9th day of November, 1994, by WHEELLESS DEVELOPMENT, LTD., an Alabama limited partnership (the "Declarant").

**W I T N E S S E T H:**

WHEREAS, on November 5, 1992, Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions of Highlands Owners Association, Inc. ("Declaration") recorded in Misc. Book 142, Page 121, in the Office of the Judge of Probate of Houston County, Alabama; and

WHEREAS, the Declaration has been amended by "First Amendment to the Declaration of Covenants, Conditions, and Restrictions of Highlands Owners Association, Inc.," dated January 11, 1994, and recorded in Misc. Book 154, Page 140, in the Office of the Judge of Probate for Houston County, Alabama; and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 20 and Article XIV, Section 1, of the Declaration, the Declarant may submit certain additional property described on Exhibit "A" of the Declaration to the terms of the Declaration as a separate Neighborhood (as that term is defined in the Declaration) within the Properties (as that term is defined in the Declaration) and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described on Exhibit "A" to the Declaration; and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF HIGHLANDS OWNERS ASSOCIATION, INC. APPLICABLE TO  
FIRST ADDITION, MUIRFIELD IN THE HIGHLANDS**

PAGE 1 OF 5

any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Highlands Owners Association, Inc. in accordance with the terms of the Declaration.

The property described on Exhibit "A" attached hereto is hereby established as a Neighborhood within the properties under the Declaration. The name of the Neighborhood shall be "Muirfield in the Highlands," and Declarant hereby assigns the property described on Exhibit "A" attached hereto to said Neighborhood.

## ARTICLE I

### Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

## ARTICLE II

### Amendments

Section 1. By Declarant. Until termination of the Class "B" Control Period, Declarant may unilaterally amend this Supplemental Declaration. After such termination, the Declarant may unilaterally amend this Supplemental Declaration at any time and from time to time if such amendment is (a) necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing.

Section 2. By the Owners. Except as provided above and otherwise specifically provided herein, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners of sixty-seven (67%) percent of the Units subject to this Supplemental Declaration, including sixty-seven (67%) percent of such Units owned by Persons other than the Declarant, the consent of the Board of Directors of the Association and the consent of the Declarant, so long as the Declarant owns any property described on Exhibit "A,". However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Houston County, Alabama.

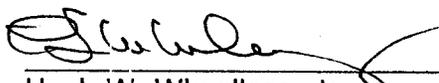
If any Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: Wheelless Development, Ltd., an Alabama Limited Partnership

By: Wheelless Realty Corp., Inc.  
an Alabama Corporation

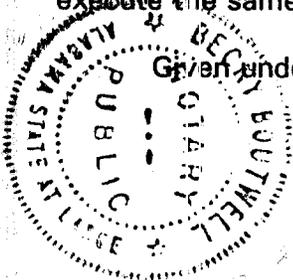
By:   
Hugh W. Wheelless, Jr.  
Its President

STATE OF ALABAMA,

COUNTY OF HOUSTON.

I, the undersigned authority, a notary public in and for said county and said state, hereby certify that Hugh W. Wheelless, Jr., whose name as President of Wheelless Realty Corp., Inc., managing partner of Wheelless Development, Ltd., 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 said instrument, he, as such officer and with full authority, execute the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 9th day of November, 1994.



*Becky Boutwell*  
Notary Public

August 20, 1995

My Commission Expires

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND, RESTRICTIONS  
OF HIGHLANDS OWNERS ASSOCIATION, INC. APPLICABLE TO  
FIRST ADDITION, MUIRFIELD IN THE HIGHLANDS

PAGE 4 OF 5

EXHIBIT "A"

Additional Property

The following property shall be known as the "Muirfield in the Highlands" Neighborhood:

All that tract or parcel of land lying and being in the City of Dothan, Houston County, Alabama, as described in that certain Final Plat of First Addition, Muirfield in the Highlands which is recorded in Plat Book 8, Page 142, in the Office of the Judge of Probate of Houston County, Alabama.

FILED CLERK OF ALA.  
HOUSTON COUNTY  
CLETUS H. YOUNG  
JUDGE OF PROBATE  
Nov 16 10 03 AM '94

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Filed this 16 day of Nov, 1994 at 1003 AM M \$      Mtg. Tax  
\$      Deed Tax Paid, Recorded Mac Book 162 Page 152  
Cletus Young Judge of Probate No. 7297  
HOUSTON COUNTY, ALABAMA

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND, RESTRICTIONS  
OF HIGHLANDS OWNERS ASSOCIATION, INC. APPLICABLE TO  
FIRST ADDITION, MUIRFIELD IN THE HIGHLANDS