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Mar 17 3 00 PM '95

FILED-STATE OF ALA.
HOUSTON COUNTY
OFFICE OF PROBATE

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

STATE OF ALABAMA,
COUNTY OF HOUSTON.

THIS SUPPLEMENTAL DECLARATION is made this 17th day of March, 1995, 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
SECOND ADDITION, MUIRFIELD IN THE HIGHLANDS**

PAGE 1 OF 5

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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.

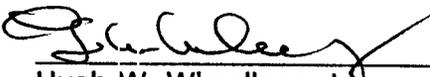
If any Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

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

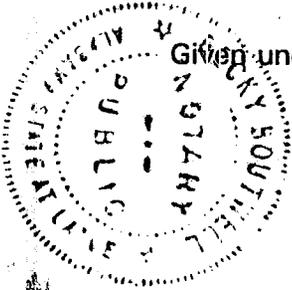
By: Wheelless Realty Corp., Inc.
an Alabama Corporation

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 17th day of March, 1995.

Becky Boutwell
Notary Public

8-20-95

My Commission Expires

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

PAGE 4 OF 5

Mar 17 3 00 PM '95

FILED - STATE OF ALA.
HOUSTON COUNTY
LUKE COOLEY
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 Second Addition, Muirfield in the Highlands which is recorded in Plat Book 8, Page 149, in the Office of the Judge of Probate of Houston County, Alabama.

Filed this 17 day of Mar 1995 at 300RFB Mtg. Tax
\$ _____ Deed Tax Paid, Recorded _____ Book _____ Page _____
LUKE COOLEY Judge of Probate No. 12102
HOUSTON COUNTY, ALABAMA

Bisa Carr

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

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Dothan Agent Resources

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FILED-STATE OF ALA.
HOUSTON COUNTY
LUKE COOPER
JUDGE OF PROBATE

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

STATE OF ALABAMA,
COUNTY OF HOUSTON.

THIS SUPPLEMENTAL DECLARATION is made this 18th day of August, 1995, 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
THIRD ADDITION, MUIRFIELD 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 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.

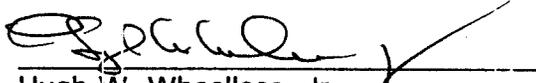
If any Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

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

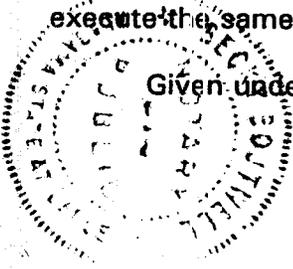
By: Wheelless Realty Corp., Inc.
an Alabama Corporation

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 18th day of August, 1995.



Becky Boutwell
Notary Public

8-15-99
My Commission Expires

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 Third Addition, Muirfield in the Highlands which is recorded in Plat Book 9, Page 10, in the Office of the Judge of Probate of Houston County, Alabama.

FILED-STATE OF ALA.
HOUSTON COUNTY
LUKE COOLEY
JUDGE OF PROBATE

Aug 18 2 45 PM '95

Filed 18 day of Aug, 1995 at 2:45 pm m \$ Mtg. Tax
\$ Deed Tax Paid, Recorded misc Book 169 Page 258
Luke Cooley Judge of Probate No. 5461
HOUSTON COUNTY, ALABAMA

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

Bill Carr

MEMORANDUM

FROM: Allan L. Kramer, Civil Engineer *A.L.K.*
 TO: David Hendrix, Planning/Development Director
 DATE: August 11, 1995
 SUBJECT: The Third Addition to Muirfield in the Highlands - Final Plat Review

A review of the final plat of the above referenced subdivision has been made for conformance with the City of Dothan Subdivision Regulations. The requirements are as follows:

- 1) The certificate of approval by the County Engineer may be removed from the final plat.

cs

Filed 18 day of Aug 1995 at 2:45 PM m S Mig Tax
 \$ Dead Tax Paid, Recorded misc Book 169 Page 263
Luke Cooley Judge of Probate No. 5460
 HOUSTON COUNTY, ALABAMA

FILED-STATE OF ALA.
 HOUSTON COUNTY
 LUKE COOLEY
 JUDGE OF PROBATE

Aug 18 2 45 PM '95

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

FILED-STATE OF ALA.
HOUSTON COUNTY
CLERK OF COURT
21 PROBATE

SEP 22 3 20 PM '95

STATE OF ALABAMA,
COUNTY OF HOUSTON.

THIS SUPPLEMENTAL DECLARATION is made this 22nd day of September, 1995,
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

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.

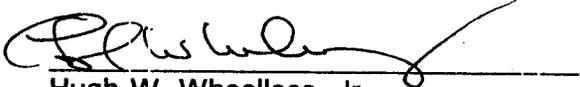
If any Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

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.

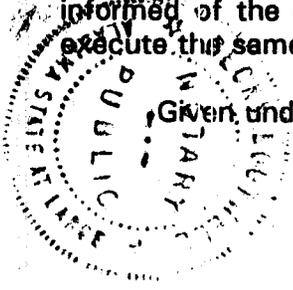
DECLARANT: Wheelless Development, Ltd., an Alabama Limited Partnership

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 this same voluntarily for and as the act of said corporation.



Given under my hand and seal this 22nd day of September, 1995.

Becky Boutwell
Notary Public

8-15-99

My Commission Expires

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND, RESTRICTIONS
OF HIGHLANDS OWNERS ASSOCIATION, INC. APPLICABLE TO
THIRD 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 Fourth Addition, Muirfield in the Highlands which is recorded in Plat Book 9, Page 14, in the Office of the Judge of Probate of Houston County, Alabama.

FILED STATE OF ALA.
HOUSTON COUNTY
LUNA CASLEY
JUDGE OF PROBATE

SEP 22 3 20 PM '95

Filed 22 day of Sept 1995 at 3:30 m \$ Mg. Tax
Deed Tax Paid, Recorded MUDC Book 170 Page 259
Fube Cooley Judge of Probate No. 7561
HOUSTON COUNTY, ALABAMA

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

Bill Carr

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

STATE OF ALABAMA,
COUNTY OF HOUSTON.

THIS SUPPLEMENTAL DECLARATION is made this 23rd day of August, 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

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

PAGE 1 OF 5

with the title to such property and shall be binding upon all persons having any right, title, or 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.

177 67
Recorded In Above Book and Page
08/23/1996 04:29PM
Luke Cooley
Judge of Probate
Houston County

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.

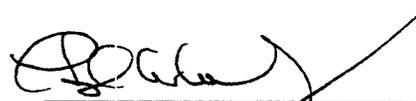
IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT:

Wheelless Development, Ltd., an Alabama Limited Partnership

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

By:



Hugh W. Wheelless, Jr.
Its President

177 68
Recorded In Above Book and Page
08/23/1996 04:29PM
Luke Cooley
Judge of Probate
Houston County

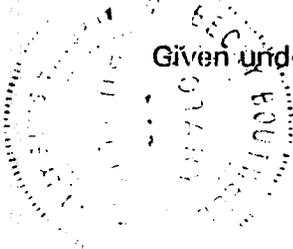
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND, RESTRICTIONS
OF HIGHLANDS OWNERS ASSOCIATION, INC. APPLICABLE TO
FIFTH ADDITION, MUIRFIELD IN THE HIGHLANDS

PAGE 3 OF 5

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 23rd day of August, 1996.



Becky Routwell
Notary Public
8/15/99
My Commission Expires

177 69
Recorded In Above Book and Page
08/23/1996 04:29PM
Luke Cooley
Judge of Probate
Houston County

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND, RESTRICTIONS
OF HIGHLANDS OWNERS ASSOCIATION, INC. APPLICABLE TO
FIFTH 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 Fifth Addition, Muirfield in the Highlands which is recorded in Plat Book 10, Page 15, in the Office of the Judge of Probate of Houston County, Alabama.

177 70
Recorded In Above Book and Page
08/23/1996 04:29PM
Luke Cooley
Judge of Probate
Houston County

SPJ Fee	2.00
Recording Fee	13.50
TOTAL	15.50

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

PAGE 5 OF 5

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

STATE OF ALABAMA,
COUNTY OF HOUSTON.

THIS SUPPLEMENTAL DECLARATION is made this 29th day of December, 1997,
by WHEELLESS DEVELOPMENT, LTD., an Alabama limited partnership (the "Declarant").

W I T N E S S E I 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

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

MISC 184 53 PAGE 1 OF 5
Recorded In Above Book and Page
12/29/1997 09:27AM
Luke Cooley
Judge of Probate
Houston County, Alabama

with the title to such property and shall be binding upon all persons having any right, title, or 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.

MISC 184 54
Recorded In Above Book and Page
12/29/1997 09:27AM
Luke Cooley
Judge of Probate
Houston County, Alabama

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.

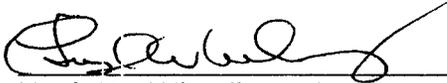
If any Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

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

MISC 184 55
Recorded In Above Book and Page
12/29/1997 09:27AM
Luke Cooley
Judge of Probate
Houston County, Alabama

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

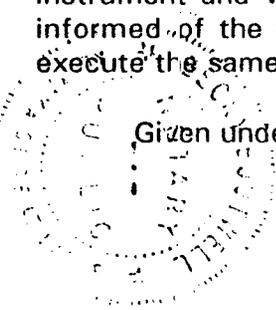
PAGE 3 OF 5

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 29th day of December, 1997.


Becky Boutwell
Notary Public

8-15-99
My Commission Expires

MISC 184 56
Recorded In Above Book and Page
12/29/1997 09:27AM
Luke Cooley
Judge of Probate
Houston County, Alabama

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND, RESTRICTIONS
OF HIGHLANDS OWNERS ASSOCIATION, INC. APPLICABLE TO
SIXTH 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 Sixth Addition, Muirfield in the Highlands which is recorded in Plat Book 10, Page 41, in the Office of the Judge of Probate of Houston County, Alabama.

MISC 184 57
Recorded In Above Book and Page
12/29/1997 09:27AM
Luke Cooley
Judge of Probate
Houston County, Alabama

SPJ Fee	5.00
Recording Fee	13.50
TOTAL	18.50

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

PAGE 5 OF 5

DothanAR
Digital Agent Services

Luq Michael

Edinburgh 1st Addition

Edinburgh 2nd Addition

Edinburgh 3rd Addition

Recorded In MISC BK 192 Pg 159, 06/02/1999 02:57PM
Luke Cooley, Judge of Probate, Houston County, Alabama

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

STATE OF ALABAMA,
COUNTY OF HOUSTON.

THIS SUPPLEMENTAL DECLARATION is made this 28th day of May, 1999, 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 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 "Edinburgh 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.

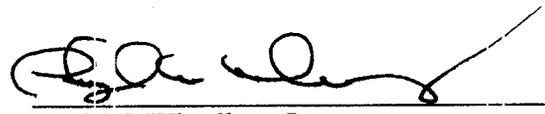
IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT:

Wheelless Development, Ltd., an Alabama Limited Partnership

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

By:



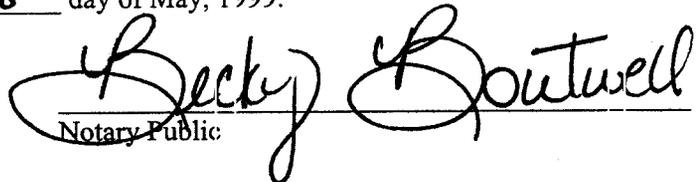
Hugh W. Wheelless, Jr.
Its President

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 28th day of May, 1999.


Notary Public

My Commission Expires: 8-15-99

EXHIBIT "A"

Additional Property

The following property shall be known as the "Edinburgh 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, Edinburgh in the Highlands which is recorded in Plat Book 10, Page 71, in the Office of the Judge of Probate of Houston County, Alabama.

SPJ Fee	5.00
Recording Fee	11.00
TOTAL	16.00

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

STATE OF ALABAMA,
COUNTY OF HOUSTON.

THIS SUPPLEMENTAL DECLARATION is made this 28th day of May, 1999, 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 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 "Edinburgh 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.

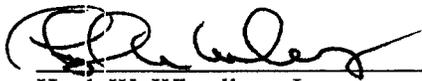
No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

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

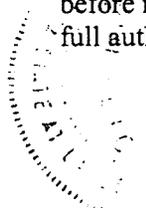
By: 
Hugh W. Wheelless, Jr.
Its President

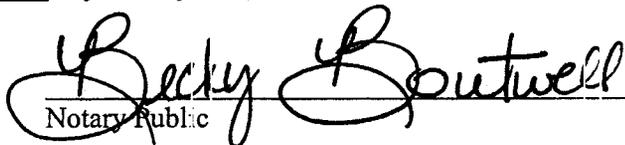
STATE OF ALABAMA,

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 28th day of May, 1999.




Notary Public

My Commission Expires: 8-15-99

EXHIBIT "A"

Additional Property

The following property shall be known as the "Edinburgh 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 Second Addition, Edinburgh in the Highlands which is recorded in Plat Book 10, Page 72, in the Office of the Judge of Probate of Houston County, Alabama.

SPI Fee	5.00
Recording Fee	11.00
TOTAL	16.00

Lee A. McInis

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND, RESTRICTIONS OF HIGHLANDS OWNERS ASSOCIATION, INC. APPLICABLE TO SECOND ADDITION, EDINBURGH IN THE HIGHLANDS PAGE 4 OF 4

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

STATE OF ALABAMA,
COUNTY OF HOUSTON.

THIS SUPPLEMENTAL DECLARATION is made this 8th day of May, 2001, 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 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 "Edinburgh 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.

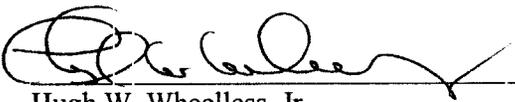
No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

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

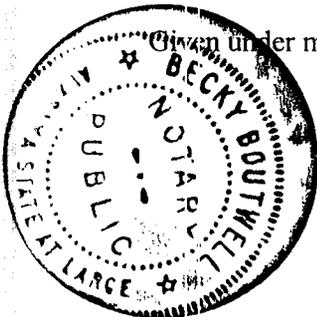
By: 
Hugh W. Wheelless, Jr.
Its President

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 8th day of May, 2001.




Notary Public

My Commission Expires: 8-09-2003

EXHIBIT "A"

Additional Property

The following property shall be known as the "Edinburgh 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 Third Addition, Edinburgh in the Highlands which is recorded in Plat Book 11, Page 14, in the Office of the Judge of Probate of Houston County, Alabama.

Recording Fee 20.00
TOTAL 20.00

Leet McInish

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND, RESTRICTIONS OF HIGHLANDS OWNERS ASSOCIATION, INC. APPLICABLE TO THIRD ADDITION, EDINBURGH IN THE HIGHLANDS PAGE 4 OF 4