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Shelby Cnty Judge of Probate, AL  
03/12/2007 09:03:01AM FILED/CERT

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**SECOND AMENDMENT**

**TO**

**HOLLAND LAKES**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**DATED NOVEMBER 9, 2006**

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This Instrument prepared by and upon  
recording should be returned to:

Mary Thornton Taylor  
3570 Grandview Parkway, Suite 100  
Birmingham, Alabama 35243  
(205) 870-5498

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## SECOND AMENDMENT TO

## HOLLAND LAKES

### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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THIS SECOND AMENDMENT TO HOLLAND LAKES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of the 9<sup>th</sup> day of November, 2006 by HOLLAND LAKES, INC., an Alabama corporation ("Seller").

### RECITALS:

Seller has heretofore executed the Holland Lakes Declaration of Covenants, Conditions and Restrictions dated April 22, 2005 and recorded as Instrument #20050425000196100 in the Probate Office of Shelby County, Alabama, as amended by the First Amendment thereto recorded as Instrument #20050602000267270 (collectively with this Second Amendment, the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

Pursuant to Section 2.2 of the Declaration, Seller desires to submit Additional Property to the terms and provisions of the Declaration.

**NOW, THEREFORE**, in consideration of the premises, Seller does hereby amend the Declaration as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.2 of the Declaration, Seller does hereby declare that the real property described in Exhibit A.1 attached hereto and incorporated herein by reference (the "Additional Property") shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, charges and regulations set forth in the Declaration, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. The Additional Property described in Exhibit A.1 attached hereto and the original Property described in the Declaration shall, for the purposes of the Declaration, collectively be referred to as the Property and all references in the Declaration to the Property shall mean the original Property as described in the Declaration as well as the Additional Property described herein.

2. **Certain Exemptions for Lot 192.** Sherman Holland, Jr. ("Mr. Holland") was the owner of the acreage he sold to Developer for development into the residential subdivision known as Holland Lakes which is made the subject of the Declaration. In consideration of the sale of the acreage to Developer, Mr. Holland reserved certain rights with regard to his ownership of Lot 192 according to the Final Plat of Holland Lakes, Sector 3, as recorded in Map Book 37, Page 85 in the



Office of the Judge of Probate of Shelby County, Alabama ("Lot 192"). The Owner of Lot 192 shall own Lot 192 subject to the terms, provisions, covenants, conditions and restrictions of the Declaration including, without limitation, the rules and regulations promulgated by the Association, the ARC's right to approve or deny plans and specifications for any and all improvements within Lot 192 pursuant to Article V, the use restrictions of Article VI, and the maintenance requirements of Article VII. Notwithstanding the foregoing, the Owner of Lot 192 shall be exempt from the following provisions of the Declaration:

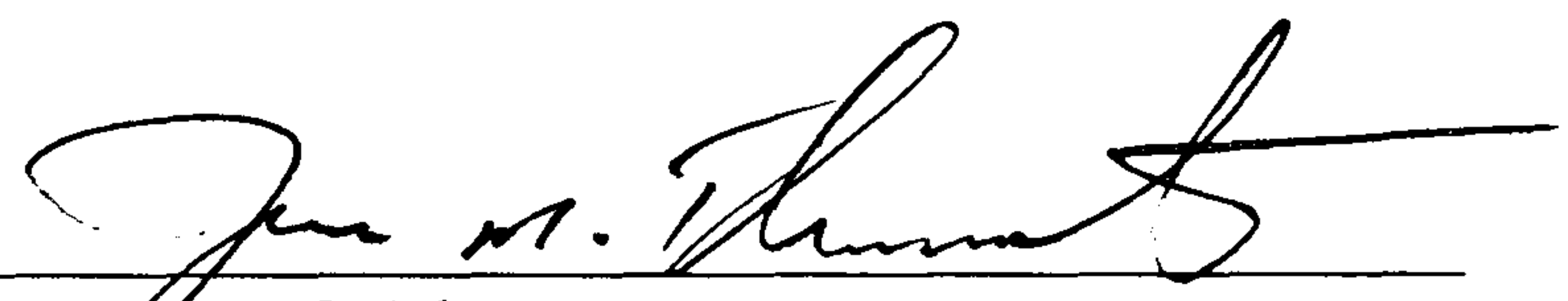
(i) The Owner of Lot 192 shall be an Owner, as defined in the Declaration, for purposes of all terms and provisions of the Declaration except that the Owner of Lot 192 shall not be a member of the Association nor have the right to vote as a member of the Association and membership in the Association shall not be appurtenant to Lot 192; and

(ii) The Owner of lot 192 shall not be obligated to pay Annual or Special Assessments to the Association as is required of other Owners under Article VIII of the Declaration.

3. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, as amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, Seller has caused this Second Amendment to the Holland Lakes Declaration of Covenants, Conditions and Restrictions to be duly executed as of the day and year first above written.

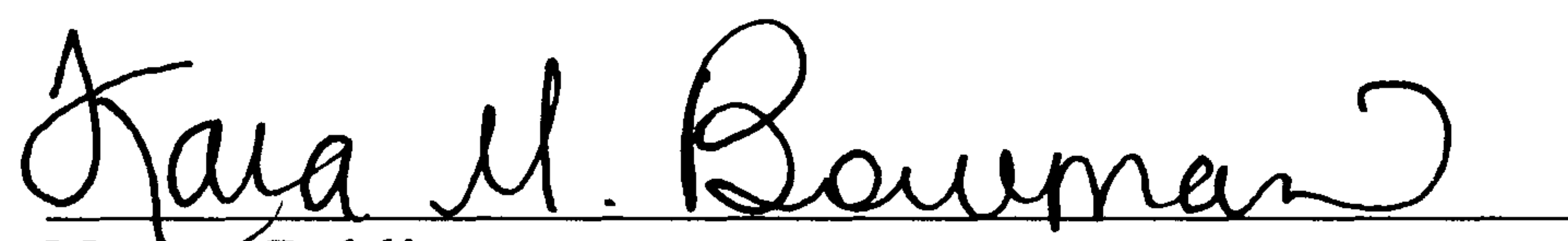
**HOLLAND LAKES, INC.**, an Alabama corporation

By:   
James M. Thornton  
Its President

STATE OF ALABAMA           )  
  )  
COUNTY OF JEFFERSON    )

I, the undersigned, a notary public in and for said County in said State, hereby certify that James M. Thornton, whose name as President of Holland Lakes, Inc., an Alabama corporation, 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 official seal, this the 9<sup>th</sup> day of November, 2006.

  
Notary Public  
My Commission expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 21, 2008  
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

[SEAL]



**CONSENT OF MORTGAGEE**

Compass Bank, as the holder of that certain Accommodation Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated as of January 21, 2005 and recorded as Instrument No. 20050204000058820 in the Office of the Judge of Probate of Shelby County, Alabama, (the "Mortgage"), as such Mortgage has been and may be amended or modified from time to time, which Mortgage secures the real property made the subject of the Holland Lakes Declaration of Covenants, Conditions and Restrictions (the "Declaration"), does hereby consent to the execution and filing of this Second Amendment to the Declaration and all of the terms and provisions set forth therein; provided, however, that such consent shall not be deemed a consent to any further amendment to the terms and provisions of the Declaration.

Dated as of the 9th day of November, 2006.

**COMPASS BANK**

By: \_\_\_\_\_

Ben Hendrix

Its: Vice President

**STATE OF ALABAMA     )**

**JEFFERSON COUNTY    )**

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Ben Hendrix, whose name as Vice President of Compass Bank, 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 Bank.

Given under my hand and official seal, this the 9th day of November, 2006.

B. Ann Moore  
Notary Public

[SEAL]

My commission Expires:

11-6-10

**EXHIBIT A.1**

**HOLLAND LAKES  
ADDITIONAL PROPERTY**

Lots 148 through 170, inclusive, Lots 245 through 263, inclusive, and Common Areas according to the survey of Holland Lakes, Sector 2, Phase 2, as recorded in Map Book 36, Page 55 in the Probate Office of Shelby County, Alabama.

Lots 171 through 244, inclusive, and Common Areas according to the survey of Holland Lakes, Sector 3, as recorded in Map Book 37, Page 85 in the Probate Office of Shelby County, Alabama.

Lots 129A, 130A, 131A and Common Areas according to the resurvey of Lots 129, 130 and 131 of Holland Lakes, Sector 1, as recorded in Map Book 35, Page 85 in the Probate Office of Shelby County, Alabama.

Lots 133A, 134A and Common Areas according to the resurvey of Lots 133, 134 and 135 of Holland Lakes, Sector 1, as recorded in Map Book 35, Page 60 in the Probate Office of Shelby County, Alabama.