

ADDENDUM N<sup>o</sup> 2  
1/25  
[Signature]

COLONY ACCORDANT I

Covenants

[Signature]

Inst # 1999-44248

The covenants contained in this volume apply to all owners of property located within the boundaries of the parcel of land described below and recorded with the Shelby County, Alabama Probate Court.

Commencing at the S.W. corner of the N.E. 1/4 of the S.E. 1/4 of Sec. 36, T. 18 S., R. 1 E. of the Huntsville Principle Meridian and run Easterly along the south line of said 1/4-1/4 section 1285.71 ft.; thence turn 90 deg. 27 min to the left and run Northerly 630.31 ft. to the point of beginning; thence continue Northerly along last described course 608.0 ft.; thence turn 89 deg. 38 min. to the left and run Westerly 1318.18 ft. to the Easterly Right-of-Way line of ~~Shelby County Highway #55~~; thence turn 38 deg. 38 min. 30 sec. to the left and run Southwesterly along said R/W line 162.51 ft. to a concrete R/W monument and the point of beginning of a curve to the left having a central angle of 41 deg. 4 min. and a radius of 676.78 ft.; thence run southwesterly along the arc of said curve 485.05 ft. to the end of said curve; thence run Southwesterly along the extended tangent to said curve 180.63 ft.; thence turn left 98 deg. 49 min. 30 sec. and run Easterly 802.12 ft.; thence turn left 91 deg. 26 min. and run Northerly 20 ft.; thence turn right 90 deg. 99 min. and run Easterly 923.20 ft. to the point of beginning, according to the map of Foster A. Thrift, dated October 13, 1979.

The described parcel of land shall be named Colony Accordant I and for the purposes of this volume shall be referred to as The Colony and property owners within The Colony shall be referred to as Colony Members.

Purpose: The purpose of this volume of covenants is to preserve and maintain the natural beauty of the land, the quality of all structures and land, and the tranquillity and privacy of all Colony Members.

In addition, this volume contains the privileges and responsibilities of Colony Members in regards to their use of a lake located within the boundries of The Colony. The name of the lake of record is Old Hickory Lake.

Part I - Preservation and maintenance of the beauty of the land.

- (a) There shall be no mass cutting of trees.
- (b) Removal of trees shall be for the following reasons only.
  1. Diseased, dead or damaged.
  2. Clearing for residential or related structures, access road and utilities.
  3. Thinning for the improvement and growth of other trees.

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ADDENDUM NO 2

## Part II - Preservation and maintenance of the tranquillity and privacy of Colony Members.

- (a) Each parcel of land shall contain no less than five (5) acres.
- (b) No more than one residential dwelling shall be constructed on any five (5) acre plot (see Part IV - Covenant Exceptions.).
- (c) No business may be conducted at any time that causes excessive noises, odors, trash or smoke.

## Part III - Preservation and maintenance of the quality of all structures and land.

- (a) There shall be no mobile or manufactured homes placed on any plot of land (see Part IV - Covenant Exceptions.).
- (b) All residential dwellings shall be of a permanent, single-family type, containing no less than 1,500 square feet of finished living space.
- ~~(c) Residential dwellings shall not be let for rent, leased or loaned.~~
- (d) When a plot of land, or residence and plot of land, is placed for sale the Colony Members shall have first option of purchase. Colony Members, in order of the length of tenure of Colony Membership, shall constitute the order of refusal.
- (e) All land and structures shall be kept in a clean and orderly manner.

## Part IV - Covenant Exceptions.

- (a) A Colony Member, under extraordinary circumstances, can build one additional residential structure on a five (5) acre plot of land, upon agreement of all Colony Members.
- (b) A mobile or manufactured home can be placed on a plot of land as a temporary residence while a permanent residence is being constructed, if all Colony Members agree. Length of time for temporary residence shall be determined by Colony Members.
- (c) Any of the covenants contained in this volume are subject to ~~exceptions~~, deletions, revisions, and additions upon agreement of all Colony Members.

## Part V - Old Hickory Lake - Privileges and Responsibilities.

- (a) Fishing. Must use legal tackle and bait (no minnows allowed).
- (b) Swimming. Must wear swim suits (no female topless suits).
- (c) Boats. One canoe or 12 foot boat per residence (no powered - electric or gasoline engines allowed).
- (d) Piers or Docks. Shall not extend more than 23 feet from shore line into the lake. The pier or dock shall not cover more than 280 square feet of lake surface.
- (e) No animals or birds shall be placed into the lake. Only fish caught from the lake shall be placed into the lake.
- (f) Cost of necessary maintenance of the lake shall be shared equally by all Colony Members.
- (g) Abuse of privileges or refusal to share maintenance cost can result in permanent or temporary removal of lake privileges.

Having read and now agreeing to said Colony Accordant I  
Covenants, we have affixed our signatures and same have  
been acknowledged this October 26, 1999.

Sworn to and subscribed  
before me.

This 10/26/99.

  
Notary Public

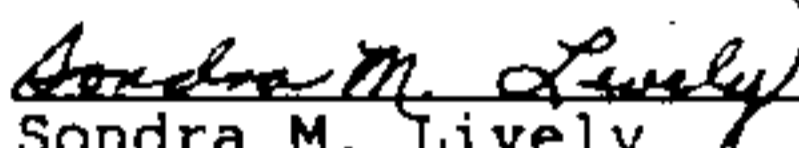
  
J.E. Jackson, Jr.

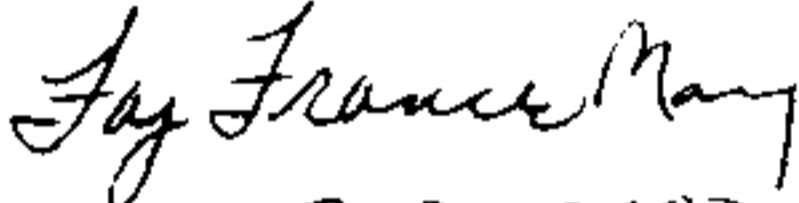
Sworn to and subscribed  
Before me.

This 10-26-99.

  
Notary Public  
Notary Public, Arkansas, State of Large  
My Commission Expires 0-26-02

  
Charles Melvin Lively

  
Sondra M. Lively

  
2-2-2003

Sworn to and subscribed  
Before me.

This 10/26/99.

  
Notary Public

  
Thomas G. Johnston

  
Linda D. Johnston

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10/27/1999-44248

11:26 AM CERTIFIED

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