
FIRST AMENDMENT

TO

HOLLAND LAKES

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

DATED JUNE 2nd, 2005

Map Book 34 page 85

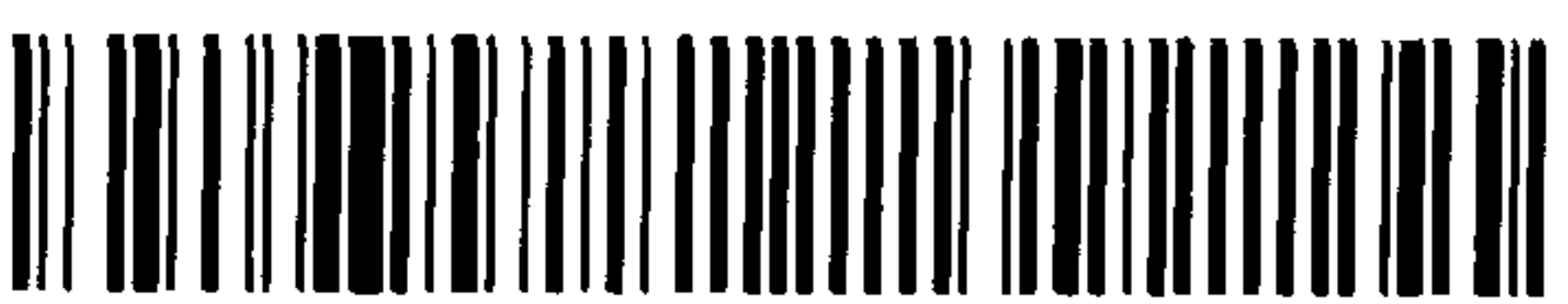
This Instrument prepared by and upon
recording should be returned to:

Mary Thornton Taylor.
% 421 Office Park Drive
Birmingham, Alabama 35223
(205) 870-5498

FIRST AMENDMENT TO

HOLLAND LAKES

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS


20050602000267270 2/6 \$41.00
Shelby Cnty Judge of Probate, AL
06/02/2005 01:49:20PM FILED/CERT

THIS FIRST AMENDMENT TO HOLLAND LAKES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of the 2nd day of June, 2005 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 (the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

Pursuant to Section 10.2 of the Declaration, Seller hereby desires to amend Article VII thereof with regard to certain maintenance responsibilities of the Holland Lakes Owners Association, Inc. (the "Association") and the Owners.

NOW THEREFORE, Seller does hereby amend the Declaration as follows;

1. **Maintenance Responsibilities.** Article VII of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

**"ARTICLE VII
MAINTENANCE RESPONSIBILITIES**

7.1 **Responsibilities of Owners.**

(a) Unless specifically identified herein as being the responsibility of the Association, the maintenance and repair of all Lots, all Dwellings, all other Improvements situated thereon or therein and all lawns, landscaping and grounds on or within a Lot or Dwelling up to the curb within the adjacent right-of-way shall be the responsibility of the Owner of such Lot. Each Owner shall be responsible for maintaining his Lot or Dwelling, as the case may be, in a reasonably neat, clean and sanitary condition, both inside and outside of any Dwellings or Improvements thereto. No exterior changes, alterations or Improvements shall be made to any Lot or Dwelling without first obtaining the prior written approval of the same from the ARC.

(b) Each Lot shall be landscaped in accordance with plans and specifications submitted to and approved by Seller or the ARC pursuant to Section

5.6 above. All areas of any Lot which are not improved by the construction of a Dwelling thereon shall at all times be maintained by the Owner up to the curb within the adjacent right-of-way in a landscaped condition utilizing ground cover and/or shrubbery and trees. Grass, hedges, shrubs, vines and any other vegetation of any type on any Lot shall be cut and trimmed at regular intervals at all times in order to maintain the same in a neat, safe and attractive condition. Trees, shrubs, vines, plants and other vegetation which die shall be promptly removed and replaced with living plants of like kind and quantity. Dead vegetation, stumps, weeds, rubbish, debris, garbage and waste material shall be promptly removed from any Lot and properly disposed of outside of the Development.

(c) No Owner shall (i) change or otherwise alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds or other Improvements within a Lot unless such change or alteration is first approved, in writing, by the ARC as provided in Sections 5.5 and 5.6 above or (ii) do any work which, in the reasonable opinion of the ARC, would jeopardize the soundness and safety of the Development, reduce the value thereof or impair any easement or hereditament thereto, without in every such case obtaining the prior written approval of the ARC.

7.2 **Responsibilities of Association.**

(a) The Association henceforth shall maintain and keep in good repair and condition all portions of the Common Areas, whether owned by Developer, Seller or the Association, which responsibility shall include the maintenance, repair and replacement of (i) walks, trails, paths, walkways, bicycle and jogging paths and lanes, parking lots, landscaped areas, recreational areas and other Improvements made by Developer, Seller or the Association within any of the Common Areas, or within any of the easements encumbering the Lots as provided in Article III above, (ii) such entrance gates and utility lines, pipes, plumbing, wires, conduits and related systems, appurtenances, equipment and machinery which are a part of the Common Areas and which are not maintained by a public authority, public service district, public or private utility, or other person, (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Areas, and (iv) all lakes, streams, ponds and other water areas and facilities constructed by Developer, Seller or the Association, wherever located (either within or outside of the Development so long as the same are utilized for the benefit of the Development), including, without limitation, implementing and maintaining siltation, soil erosion and sedimentation programs and otherwise dredging, cleaning and maintaining all siltation ponds and appurtenances thereto as may be necessary or otherwise required by any Governmental Authorities. Neither the Association, Developer nor Seller shall be liable for injuries or damage to any person or property (1) caused by the elements, acts of God or any Owner or other person, (2) resulting from any surface or subsurface conditions which may at any time affect any portion of the Property, (3) caused by rain or other surface water which may leak or flow from any portion of the Common Areas onto a Lot or Dwelling or (4) resulting from thief, burglary or other illegal entry into the Development, or any Lot or Dwelling thereof. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged

failure of the Association to take some action or perform some function required to be taken by or performed by the Association hereunder or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association or from any action taken by the Association to comply with any requirements of the Governmental Authorities.

(b) In addition to the maintenance responsibilities set forth in Section 7.2(a) above, the Association henceforth shall maintain and keep in good repair and condition the sanitary sewer pump station which serves the Development and is situated near the side and rear boundaries of Lots 113 and 130 thereof. The Association's responsibility shall include the maintenance, repair and replacement of the sanitary sewer pump station and such utility lines, pumps, pipes, plumbing, wires, conduits and related systems, appurtenances, equipment and machinery which are part of such pump station but not maintained by a public authority, public service district, public or private utility, or other person. In the event the Association fails to maintain the sanitary sewer pump station and its related facilities as required hereby, the City of Pelham, Alabama reserves the right to take over the maintenance, repair and replacement thereof and assess the cost thereof to the Association. In such event, each Owner covenants and agrees to pay to the Association as a Special Assessment their prorata share of such City of Pelham assessments in the manner prescribed by Sections 8.3 above.

(c) In the event that the Board determines that (i) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, cleaning, repair or replacement of items for which he is responsible hereunder or (ii) any maintenance, cleaning, repair or replacement for which the Association is responsible hereunder is caused by the willful or negligent act or omission of an Owner or Occupant, or their respective family members, guests, servants, employees, invitees or contractors, and the costs of such maintenance, cleaning, repair or replacement are not paid in full from insurance proceeds, if any, received by the Association with respect thereto, then, in either event, the Association, in addition to the exercise of any of the rights and remedies set forth in this Declaration, may give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner, and setting forth in reasonable detail what action is deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner or, if the same is not capable of completion within such fifteen (15) day period, to commence such maintenance, cleaning, repair or replacement and to proceed diligently with the completion of the same in a good and workmanlike manner. In the event of emergency situations or the failure by any Owner to comply with the provisions hereof after such notice, the Association may provide (but shall not be obligated to provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner and said cost shall be a personal obligation of such Owner, shall constitute an Individual Assessment to such Owner and shall be subject to the lien and foreclosure rights granted pursuant to Section 8.8 below."

2. **Full Force and Effect.** Except as specifically modified and amended hereby, all of

the terms, provisions, restrictions and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Seller has caused this First 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 2nd day of June, 2005.


Notary Public

[SEAL]

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


20050602000267270 5/6 \$41.00
Shelby Cnty Judge of Probate, AL
06/02/2005 01:49:20PM FILED/CERT

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 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 First 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 2nd day of June, 2005.

COMPASS BANK

By: _____

Jeff Schneider
Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Jeff Schneider, 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 2nd of June, 2005.

Tara M. Bowman
Notary Public

[SEAL]

My commission Expires: _____

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 21, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS**


20050602000267270 6/6 \$41.00
Shelby Cnty Judge of Probate, AL
06/02/2005 01:49:20PM FILED/CERT