

STATE OF ALABAMA X

LAUDERDALE COUNTY X

5204

PROTECTIVE COVENANTS

HOLLANDDERRY SUBDIVISION

The undersigned, Erline Bedingfield Holland, an unmarried widow, the owner, and East Lauderdale Banking Company, as Mortgagee, of that certain property embraced in the subdivision known and designated as Hollandderry Acres, according to the map and plat thereof prepared by W. A. White & Associates as the same appears in Plat Book 4 at Page 104 in the Probate Office of Lauderdale County, Alabama, hereby impose on all the lots of said subdivision, the following covenants and building restrictions:

(1) LAND USE AND BUILDING TYPE - All lots in said subdivision shall be used for residential purposes only, and no structure, other than one single family dwelling, appurtenant garages, or outbuildings, and piers and boathouses, shall be erected, placed or permitted to remain on any lot or combination of lots. No residence shall be constructed on any lot unless there is constructed concurrently therewith a septic tank or similar sewage disposal system which shall fully meet the approval of the Lauderdale County Health Department.

(2) NUISANCES - No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.

(3) EASEMENTS - Easements for the installation and maintenance of utilities are reserved as shown on the recorded plat.

(4) BUILDING LOCATION - No building shall be located nearer than 15 feet to an interior lot line, except that a minimum 5 foot side yard line shall be required for a garage, boathouse, pier or other accessory building. The foregoing provision shall not be construed as prohibiting two or more lots from being used as one building site.

(5) ARCHITECTURAL CONTROL - No building shall be erected, placed or allowed on any lot, or combination of lots until the construction plans and specifications, and a plat showing the location of the structure have been approved by the Architectural Control Committee as to size, quality, workmanship, and materials, harmony and external design with existing structures, and as to location with respect to topography and finish grade elevation.

(6) ARCHITECTURAL CONTROL COMMITTEE - PROCEDURE - The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(7) ARCHITECTURAL CONTROL COMMITTEE - MEMBERSHIP - The Architectural Control Committee is composed of Erline Bedingfield Holland, Shirley Holland and Jane Nelson of Huntsville, Alabama. A majority of the Committee may designate a member or representative to act for it. All the powers and authority given to the Architectural Control Committee shall be executed by a majority of said committee members whether such members are those herein named, or members hereinafter appointed or named. In the event of the death or resignation of any member of the committee, the remaining members of the committee shall have full authority to designate a successor. Neither the members of the Committee,

nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, or to withdraw from the committee, or restore to it any of its powers or duties.

(8) DWELLING COST - No dwelling shall be permitted on any lot or combination of lots at a cost of less than \$7,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same, or better than that which can be produced on the date these covenants are recorded. This covenant shall be subject to modification or variance by written instrument executed by a majority of the members of the Architectural Control Committee.

(9) LIVESTOCK AND POULTRY - No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

(10) GARBAGE AND REFUSE DISPOSAL - No lot shall be used or maintained as a dumping grounds for rubbish. Trash, garbage and other waste shall not be kept, except in sanitary containers. No garbage sewage, or refuse shall be disposed of by dumping or being discharged into the waters of Lake Wheeler.

(11) OIL AND MINING OPERATIONS - No oil development operations, quarrying or mining operations of any kind shall be permitted upon any lot.

(12) TERM OF COVENANTS - These covenants are to run with the land and shall be binding on all parties and all parties claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(13) ENFORCEMENT OF COVENANTS - Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the violation, or to recover damages.

(14) SEVERABILITY - Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on this the 19th day of September, 1970.

Erline Bedingfield Holland (SEAL)
Erline Bedingfield Holland
EAST LAUDERDALE BANKING COMPANY

BY: Charles Threlton
VICE PRESIDENT & CASHIER

STATE OF ALABAMA X

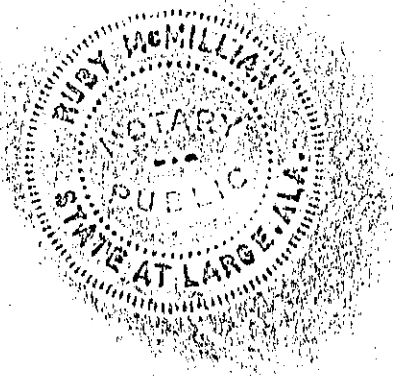
LAUDERDALE COUNTY X

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Erline Bedingfield Holland, whose name 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 this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 19th day of September, 1970.

Ruby McMillan
Notary Public

My Commission Expires 5-6-1973



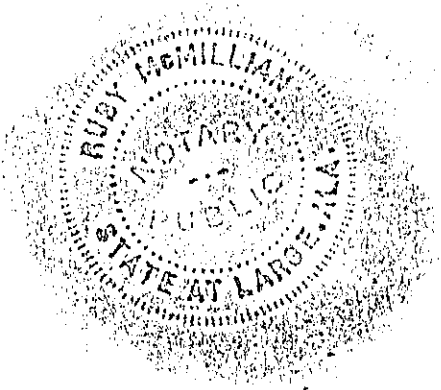
STATE OF ALABAMA X

LAUDERDALE COUNTY X

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that Charles Thrasher whose name as **VICE PRESIDENT & CASHIER** of East Lauderdale Banking Company, a corporation, is signed to this instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, in his capacity 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 19th day of September, 1970.

Ruby McMillan
Notary Public
My Commission Expires 5-6-1973



Compliments of Alabama Land Services, Inc.

STATE OF ALABAMA, LAUDERDALE COUNTY

I hereby certify that the foregoing instrument was filed in my office for record on Sept. 25, 1970 at 10:48 o'clock A.M., and duly recorded in Vol. 1004 Page 211-15. I hereby certify that the Mortgage Tax to amount of \$_____ and the Deed Tax amount of \$_____ have been paid on this instrument.

Estes R. Hight
JUDGE OF PROBATE

9120

STATE OF ALABAMA ()

LAUDERDALE COUNTY ()

AMENDMENT TO PROTECTIVE COVENANTS *
TO
HOLLANDDERRY ACRES

WHEREAS, heretofore, on the 19th day of September, 1970, Earline Beddingfield Holland, an unremarried widow, and East Lauderdale Banking Company, as Mortgagee, did execute and impose certain protective covenants, by written instrument which is filed in the Probate Office of Lauderdale County, Alabama, in Volume 1004, pages 211-215, inclusive, on that certain property embraced in the subdivision known and designated as Hollandderry Acres, according to the map and plat thereof prepared by W. A. White & Associates, as the same appears of record in Plat Book 4, at page 104, in the Probate Office of Lauderdale County, Alabama; and

WHEREAS, the undersigned individuals and corporate entities are the owners and have title to Lots 1 through 47, inclusive, located in said Hollandderry Acres, a subdivision; and

WHEREAS, the undersigned desire to amend said protective covenants as the same apply to Lots 1 through 47, inclusive, in said subdivision, and modify those previously imposed as herein set out.

NOW, THEREFORE, in consideration of the premises, and in order to protect the owners of the said property now and in the future, the undersigned do hereby amend and modify the aforesaid covenants as hereinafter provided:

Covenant (1), LAND USE AND BUILDING TYPE, is amended to add the following:

- (1) (a) No dwelling having exposed concrete or cinder blocks as a finished exterior shall be permitted.
- (b) No dwelling shall be permitted having a ground floor area, exclusive of porches, terraces, decks, basements, garages and corport, of less than 1,000 square feet.

*The Amended Protective Covenants contained herein shall apply only to Lots 1 through 47, inclusive, in Hollandderry Acres, a subdivision in Lauderdale County, Alabama. Those restrictions and protective covenants contained in Volume 1004, pages 211-215, inclusive, in the Probate Office of Lauderdale County, Alabama, shall remain applicable and enforceable as to Lots 48 and 49 in said subdivision.

All two-story residences in Hollandderry Acres must have a ground floor area, exclusive of open porches, decks, terraces, basements, garages, and carports, of 750 square feet.

(c) No camper, trailer, basement, tent, mobile home, shack, garage, or other similar structure shall, at any time, be used as a residence, either temporarily or permanently, except that use of camper trailers or recreational vehicles for vacationing purposes on an owner's property will be permitted, provided, however, that said vacation period shall not exceed a period of thirty days per calendar year, exclusive of weekends. Such use is subject to the approval of the Architectural Control Committee. No boats, campers, trailers, mobile homes, or recreational vehicles are to be kept or stored on any lot on which there is no permanent dwelling, and all boats, campers, trailers, recreational vehicles or mobile homes, are to be kept under cover or to the rear of the dwelling located on said lot. No building or dwelling shall be occupied during construction without the written consent and approval of the Architectural Control Committee.

(d) When the construction of any building, dwelling, or improvement has commenced, work thereon must be prosecuted diligently and must be completed within a reasonable time after commencement thereof.

(e) No storage tanks of any kind or type shall be permitted above ground, and no tanks containing any fuel, explosive, corrosive, flammable, or otherwise hazardous material or liquid shall be permitted upon any part of the property, without the prior written approval and consent of the Architectural Control Committee. And, in no event, shall any such container or tank be constructed, placed, or used, in violation of any federal, state, municipal or county regulation, law or ordinance. Notwithstanding the foregoing, water, sewage treatment tanks and septic tanks, duly approved for installation and use by appropriate city, county, and state health departments, will be permitted.

(f) All clothes lines, garbage receptacles, fire wood, woodstacks, swimming pools, and tennis courts, shall be placed at the rear of the dwelling located on any lot.

Covenant (4), BUILDING LOCATION, is hereby deleted as presently written, and the following is added in lieu thereof:

Covenant (9), LIVESTOCK AND POULTRY, is hereby amended to add the following:

All pets must be kept and maintained on a leash or in an enclosure, and no pet shall be kept or maintained that constitutes an annoyance or nuisance to the neighborhood.

The following covenants are hereby added:

Covenant (15), FENCES: Any fence erected on any lot must have the approval of the Architectural Control Committee. Material and construction must be in such a manner so as not to obstruct the adjacent property owner's view of that portion of lake and water-front, which, but for said fence, would be visible from such adjacent lot or lots.

Covenant (16), MAINTENANCE: The street frontage and grounds of all lots shall be maintained clean and neat at all times, and in a manner aesthetically pleasing, and no noxious and offensive condition shall be maintained, or continued thereon or thereabouts.

Covenant (17), NO LOT TO BE DIVIDED: No lot in Holland-derry Acres shall be re-divided or sub-divided, however, nothing shall prohibit the construction of a residential dwelling upon two or more adjoining lots, subject to the approval of the Architectural Control Committee.

Covenant (18), LANDSCAPE: No construction or activity will be permitted upon the property, which will endanger, damage, change or destroy the natural and rustic setting and appearance of the property, unless otherwise approved by the Architectural Control Committee, and there shall be no cutting or removal of trees, plants or other natural fauna from the property, except where the same shall be necessary for the construction and landscaping of a residence or building approved by the Architectural Control Committee. The general landscaping and the planting of shrubs and trees must be approved in writing by the Architectural Control Committee before the same is carried out.

Covenant (19), COMMONS AREA: In addition to the protective covenants heretofore imposed on the property located in Hollandderry Acres, a subdivision, which includes the property hereinafter described on Exhibit "A", and as the same are amended, altered, or modified hereinabove, the following covenants, conditions, and restrictions are hereby impressed and imposed as to, on and against that certain unnumbered lot and tract which is more particularly described in Exhibit "A", which is attached hereto and made a part hereof, said tract to be referred to hereinafter as the "Commons Area", and the same shall be used, occupied, possessed and enjoyed solely for the purposes and subject to the conditions, covenants and restrictions hereinafter set forth, and each of the undersigned, separately and severally, for themselves, their heirs, successors, assigns, and personal representatives, do hereby agree, covenant, and promise to use said tract as hereinafter set forth and to abide by the covenants, restrictions, conditions and reservations imposed against said property, and to be bound thereby, as follows:

A. The Commons Area is reserved to the use and enjoyment of the owners of Lots 1 through 47, inclusive, in Hollandderry Acres, members of their families, and invited guests, and each of said lot owners shall also have a fractional interest in the tract designated as the Commons Area. Each owner of a fractional interest in the Commons Area will use jointly with other grantees of a fractional interest therein, the said Commons Area only for such purposes as are compatible with the over-all recreational use and non-residential development of the said Commons Area, or as may be necessary for the enjoyment, improvement, and/or maintenance thereof.

B. Each owner of a fractional interest in the Commons Area shall automatically become a member of an association known and designated as the Hollandderry Acres Association, and it shall be the purpose and objective of said Association, subject to its by-laws, to govern the use, maintenance, and improvement of the said Commons Area. Each grantee of a fractional interest

in the said Commons Area shall take title to same subject to the restrictions, conditions and covenants herein set forth, and subject to the rules, regulations, by-laws, and policies adopted by the Hollandderry Acres Association, or as the same may be amended, and such conditions, restrictions, and reservations shall run with the land affected hereby, and shall be binding upon the assigns, heirs and successors of the said grantee of a fractional interest in the Commons Area.

C. All expenses and charges incurred for the operation, maintenance, and improvement of the Commons Area, including, but not limited to, insurance, repair, electricity, water, and wages, shall be borne equally by each of the owners of a fractional interest in the said Commons Area, on a pro-rata basis.

D. The Hollandderry Acres Association, subject to its by-laws, shall determine an annual fee and assessment to be assessed to each owner of a fractional interest in the Commons Area, said fee and assessment to cover current expenses and anticipated expenses for the care, maintenance and improvement of the said Commons Area. Each owner's share of said annual charge and assessment shall be due and payable to the Hollandderry Acres Association, in advance, and on a day and date to be determined by the Hollandderry Acres Association. Any owner who fails to pay his or her pro-rata share of said expenses and assessments as hereinabove provided, after having been given ten days notice that the same is due and payable, shall be deemed to have waived and forfeited his or her rights and privileges to use the Commons Area and its facilities, said forfeiture and waiver to apply to the said owner, members of his or her family, and their invited guests, and said waivers and forfeiture shall remain in force until such time as the said owner shall pay to the Hollandderry Acres Association all such charges, dues, or assessments, as may be determined by the Hollandderry Acres Association to be in arrears by such owner.

E. To insure the prompt payment of all assessments, dues and other charges assessed by the Hollandderry Acres Association against an owner, the Hollandderry Acres Association shall have the right to impress a lien in the amount of said unpaid assessment or assessments against the property of said owner in said Hollandderry Acres, such assessment to constitute a lien on said lot owner's property, said lien to be subordinate, however, to liens and mortgages for long-term permanent financing, and those liens of state, federal, county, or municipal governments for unpaid taxes and public improvements assessments.

F. An owner of a fractional interest in the Commons Area shall promptly pay to and reimburse the Hollandderry Acres Association for any expense incurred for the repair or replacement of any part of the Commons Area damaged or destroyed through the fault or negligence of said owner, a member of his or her family, or invited guests.

G. No noxious, commercial, business, or offensive activity shall be carried on or conducted upon the Commons Area, and no nuisance shall be allowed to occur or exist thereon, and any use or practice which is a source of annoyance to the residents and other property owners of Hollandderry Acres, or which interferes with the quiet and peaceful possession and use of the said property by the other fractional owners thereof, is prohibited.

H. Any use or occupation of the Commons Area by an owner of a fractional interest therein, or members of his family, or their invitees, shall be at their own risk, and Hollandderry Acres Association, its officers, directors, agents, servants or employees, shall not be liable for any damage for injury resulting to person or property arising out of the said use of the Commons Area.

I. The Commons Area shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor shall any hazard to life or health, or any hazard of fire or explosion be allowed to exist.

J. All laws, ordinances, zoning requirements and regulations of all governmental bodies whatsoever having jurisdiction thereof, shall be strictly observed and enforced.

K. There shall be furnished and maintained on the Commons Area a parking area provided and designated for motor vehicles of owners of a fractional interest in the Commons Area, and their invited guests only, and the use of said parking area by an owner and his or her invited guests, shall be limited in time to a period not to exceed twelve hours per day. The parking area shall be used by owners and their invited guests only during such time as the Commons Area is actually being used and occupied by said owners, or his or her invited guests. No campers, trailers, tents, mobile homes, trucks with campers, or the like, shall be permitted to occupy either the parking area or any other part of the Commons Area. It is intended hereby that owners of lots in Hollandderry Acres whose said lots are located the farthest distance from the Commons Area, and those said owners who use the said Commons Area for a launching of boats, shall have priority in the use of the parking space provided.

L. The Commons Area shall not be used or occupied by an owner of a fractional interest therein, or any of his or her invited guests, or any other person or group between the hours of 12:00 midnight and 5:00 a.m. each day, or such other hours as may be determined by the Hollandderry Acres Association.

M. The undivided fractional interest in the tract designated as the Commons Area is not severable from the interest held by the owner thereof in a numbered lot in Hollandderry Acres and no said owner shall transfer, sell, or convey any lot owned by him or her in Hollandderry Acres without transferring, selling, or conveying, to the same grantee or joint grantees, the undivided fractional interest held by said lot owner in the property known and designated as the Commons Area.

N. If the parties hereto, or any of them, or their heirs or assigns or successors, shall violate or attempt to violate any of the covenants or restrictions contained herein, whether the same pertains to the Commons Area or any other property in Hollandderry Acres, it shall be lawful for any other person or persons, corporation or corporations, or any other legal entity owning any property in Hollandderry Acres, to prosecute any proceeding at law or in equity against the person or other party

or entity violating or attempting to violate any such covenant or restriction, and either to permit him or her or them or such entity from committing said violation, or to recover damages for such violation.

N. By accepting a conveyance of property in Hollandderry Acres, whether the same be a lot therein or an undivided fractional interest in the Commons Area, such person or persons to whom such conveyance is made hereby designates and appoints the duly elected president of Hollandderry Acres Association, or his successor, as his or her attorney-in-fact for the purpose of enforcing any and all covenants, rights and restrictions pertaining to the Commons Area, including, but not limited to, the right to sue for, collect, perfect, and enforce liens for the payment of delinquent assessments due the Hollandderry Acres Association.

O. The foregoing covenants, restrictions, and reservations pertaining to the Commons Area, may be subject to modification or amendment, and may be modified or amended by an instrument in writing, clearly indicating such intention, duly executed by the record owners of three-fourths of the lots in Hollandderry Acres, said instrument being duly acknowledged according to law and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

IN WITNESS WHEREOF, the undersigned have executed this instrument or have caused the same to be executed by its duly appointed officer, this the 15th day of August, 1980.

Shirley Ann Holland (SEAL)
Shirley Ann Holland

Hayward O. Handy (SEAL)
Hayward O. Handy

Mamie H. Handy (SEAL)
Mamie H. Handy

EXHIBIT "A"

July 7, 1980

A tract or parcel of land lying in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 19, Township 3 South, Range 7 West, Lauderdale County, Alabama and being more fully described as follows, to-wit: Commence at the SW corner of Lot 48, HOLLANDDERRY ACRES, according to the map or plat of said subdivision recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4 at Page 104 and run thence S 76 degrees 53' E along the south line of Lot 48 for a distance of 293.2 feet; continue along the south line of Lot 48 N 84 degrees 54' E for a distance of 65 feet to a point on the westwardly line of Longshores Drive; run thence S 12 degrees 10' W along the west line of Longshore Drive for a distance of 50 feet to a point; run thence S 84 degrees 54' W for a distance of 473.4 feet to a point on the 556.3 foot contour of Wheeler Lake; run thence in a Northerly direction along the meanderings of said contour for a distance of 200 feet, more or less to the point of beginning.

Filed: September 5, 1980

Recorded: Book 1174, Pages 898-911

STATE OF ALABAMA
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
brought to me in this office on Sept. 3, 1980
and duly recorded in Vol. 1174 Page 898-911
Deed Tax \$ Misc. Tax \$

William S. Linn Judge of Probate