

THE STATE OF ALABAMA) 20157

COUNTY OF TALLAPOOSA)

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KNOW ALL MEN BY THESE PRESENTS:

Dadeville Lumber Company, Inc., an Alabama Corporation, being the owner of lands in Tallapoosa County, Alabama, to which lands apply those provisions found in Deed Record volume 202 at page 131 et seq. in the Office of the Judge of Probate of Tallapoosa County, Alabama, does hereby exercise its privilege to modify said provisions as set out in PART VI, VIOLATIONS OF COVENANTS, Paragraph 2, Future Modifications, and does hereby amend said provisions as follows:

The Introductory Clause is amended to read:

“The Covenants and Restrictions below have been recorded in the Office of the Judge of Probate of Tallapoosa County, Alabama, and are incorporated by reference in deeds to residential property issued by Dadeville Lumber Company, Inc., hereinafter called the Company or Still Waters or Still Waters Company.”

PART I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL RESIDENTIAL AREAS

Paragraph 18. Screening Fences. is amended to read:

“Each lot owner must construct a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Architectural Review Board prior to construction.”

PART II

SPECIAL RESTRICTIONS AFFECTING LAKE RESIDENTIAL AREAS

Paragraph 1. Maintenance Fund. is amended to read:

“In order to provide a permanent fund to maintain, landscape and repair private streets (except those located within a privately owned lot), walkways and like community areas, maintain the lakefront in a clean and orderly condition, provide those services important to the development and preservation of an attractive community appearance, each owner within Still Waters shall pay annually

to the Company the sum of one hundred (\$100.00) dollars per lot, subject to increase to the extent of any rise subsequent to the 14th of June, 1974, in the Cost of Living Index as determined by the U. S. Commodity Index, Washington, D. C., said sum to be placed in an account and to be used exclusively for the purposes hereinabove noted.”

PART III

SPECIAL RESTRICTIONS AFFECTING GOLF FAIRWAY RESIDENTIAL AREAS

Paragraph 1. Maintenance Fund. is amended to read:

“In order to provide a permanent fund to maintain landscape and repair private streets, (except those located within a privately owned lot), walkways, and like community areas; maintain adjacent areas used by residents in a clean and orderly condition, provide a fund for pest control when need, and generally provide a fund for those services important to the development and preservation of an attractive community, and to further maintain the privacy and general safety of the residential communities which are in Still Waters, each owner within such Golf Fairway Residential Areas shall pay annually to the Company the sum of one hundred (\$100.00) dollars per lot, or section of a block equivalent in size to a standard golf fairway lot, subject to increase to the extent of any rise subsequent to the 14th of June, 1974, in the Cost of Living Index as determined by the U. S. Commodity Index, Washington, D. C., said sum to be placed in an account to be used exclusively for the purposes hereinabove noted.”

PART IV

SPECIAL RESTRICTIONS AFFECTING ALL INTERIOR LAKE AND WOODLAND AREAS

Paragraph 1. Maintenance Fund. is amended to read:

“In order to provide a permanent fund to maintain, landscape and repair private streets (except those located within a privately owned lot), walkways, and like community areas in a clean and orderly fashion; provide for pest control when needed, and in general provide for pest control when needed, and in general provide those services important to the development and preservation of an attractive community appearance, and further maintain the privacy and general safety of all waterfront or woodland areas shall pay to the Company the sum of one hundred (\$100.00) dollars per lot, or section of a block equivalent in size to a standard interior lot, subject to increase to the extent of any rise subsequent to the 14th of June, 1974, in the Cost of Living Index as determined by the U. S.

Commodity Index, Washington, D. C., with said sum to be placed in an account to be used exclusively for the purposes hereinabove noted.”

Paragraph 3. Docks. is amended to read:

“Owners of lots fronting on Lake martin may erect docks (where appropriate in the discretion of the Company) on property located between the outer boundary of their lots and contiguous to same and the high water mark upon complying with the following terms and conditions:

- (a) Complete plans and specifications including site, color or finish must be submitted to the Company in writing;
- (b) Written approval of the Company to such plans and specifications must be secured, the Company reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including but not restricted to purely aesthetic reasons.

Any alterations of the plans and specifications or of a proposed alteration in the completed structure must also be submitted to the Company in writing and the Company’s approval in writing must be similarly secured prior to construction, the Company reserving the same rights to disapprove alterations as it retains for disapproving the original structure.”

Paragraph 4. Dock Maintenance. is amended to read:

“All lot owners who construct or cause to be constructed said docks, must maintain structures in good repair and keep the same safe, clean and orderly in appearance at all times; and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservatives in an attractive manner. The Company shall be the judge as to whether the docks are safe, clean, orderly in appearance, and properly painted or preserved in accordance with reasonable standards; and where the Company notifies the particular lot owner in writing that said dock fails to meet acceptable standards, said lot owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Company, and that failing to so remedy such conditions, the lot owners hereby covenant and agree that the Company may make the necessary repairs, but is not obligated to make such repairs or take such actions as will bring the said dock up to acceptable standards, all such repairs and actions to be at the expense, solely, of the lot owner in question.”

PART V

SPECIAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

Paragraph 1. Purpose. is amended to read:

“It shall be the intent and purpose of these restrictions and covenants to maintain and enhance certain areas designated as Open Space Areas. It shall be the further intent and purpose of these restrictions and covenants to protect natural streams and water supplies; maintain and enhance the conservation of natural and scenic resources; to promote the conservation of soils, wet lands, wildlife, game and migratory birds; enhance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open space; and to afford and enhance recreational opportunities, preserve historical sites, and generally implement development.”

Paragraph 4. Topography. is amended to read:

“The general topography of the landscape, lake frontage or creek frontage, as well as distinctive and attractive scenic features in Open Space Areas, shall be continued in their present condition, subject only to the exceptions noted herein, and at the discretion of the Company.”

This the 14th day of June, 1974.

DADEVILLE LUMBER COMPANY, INC.
a corporation

by C. G. Duffee, Jr., President

ATTEST:

Lillian D. Adair, Secretary

State of Alabama)
County of Tallapoosa)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that C. G. Duffee, Jr., whose name as President of the Dadeville Lumber Company, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 14th day of June, 1974.