

Dadeville Lumber Company, Inc., an Alabama Corporation, being the owner of lands in Tallapoosa county, Alabama, to which lands already apply those provisions found in Deed Record Volume 202 at Page 131 et seq does by these presents further make, declare and impose the following on certain of those lands described as follows:

I. DEFINITIONS:

- (1). A villa is a one family dwelling located in a building or structure in which are located other villas.
- (2). A building is a structure in which is located more than one villa.
- (3). A party wall is a wall shared into villas.

II. PROVISIONS FOR VILLAS:

Those provisions shall apply to all structures and lands in Still Waters, Tallapoosa County, Alabama, denominated as Villas by plats in Probate Office, Tallapoosa County, Alabama.

(1). VISIBILITY AT STREET INTERSECTIONS:

No obstructions to visibility at street intersections or access easement intersections shall be permitted.

(2). FENCES:

No fence, wall or other enclosure shall be erected in the front yard or side yard setback areas, except any as originally installed by Dadeville Lumber Company, Inc., and except any approved by the Architectural Review Board.

(3). EXTERIOR APPEARANCES AND LANDSCAPING:

The paint, coating, stain, and other exterior finishing colors on all villas may be maintained as that originally installed, without prior approval of the Architectural Review Board, but prior approval by the Architectural Review Board shall be necessary before any such exterior finishing color is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevation, shall be maintained by the owner as originally installed by Dadeville Lumber Company Inc., unless the prior approval for any substantial change is obtained from the Architectural Review Board.

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(4). CLOTHESLINES:

Clotheslines or drying yards shall be limited to service yard areas and lower than surrounding fence.

(5). ACCESS TO LOTS:

Access by motor vehicle and by driveway from any lot to road right-of-way shall be permitted only through the common access easements as shown on the plat. Parking for villas will be as shown on plat.

(6). CHANGE IN BUILDINGS:

No owner shall make or permit any structural modification or alteration in any building, except with the prior written consent of Dadeville Lumber Company, Inc., or its successors or assigns, and consent may be withheld if in the sole discretion of the party requested to give the same it appears that such structural modification or alteration would affect or in any manner endanger other villa units. No building shall be demolished or removed without the prior written consent of all owners of all other villas with which such building was connected at the time of its construction, and also the prior written consent of Dadeville Lumber Company, Inc., its successors or assigns.

(7). PARTY WALLS:

(1). The purchaser of any portion of a villa which is attached to or made a party wall, by said purchase consents and approves the attachment, construction and existence of said wall or walls and binds himself, his heirs, assigns and successors to comply with the provisions of this instrument.

(2). Should any wall which is a part of any structure be injured by cause other than the act or negligence of any party owning any right in said wall, said party wall or walls shall be repaired or rebuilt at their joint expense, in proportion to the square footage of the buildings supported by said wall or walls; provided that any sum received from insurance against such injury or destruction to or of said wall or walls shall be first applied to such restoration.

(3). If such damage or destruction to the party wall or walls be caused by the act of negligence of any party owning rights in said wall or walls, then the party at fault shall, at its sole expense, restore the party wall or walls.

(4). No party owning any right in any party wall or walls which are the subject of this instrument shall attach thereto or support any other building or additional improvements to or by said party wall, without prior written consent of the owner or owners if any, of any rights in said wall or walls.

(5). These provisions shall be perpetual and shall be binding upon and inure to the benefit of all owners of any rights in any wall or walls which are the subject of this instrument; but nothing herein contained shall have the effect to convey or tend to convey

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to anyone any fee to any part of the lands or buildings which is not conveyed as provided for the conveyance of real property by the laws of the State of Alabama; the creation of the rights to perpetual party wall or walls being the sole purpose hereof.

III. EASEMENTS:

Easements for installation and maintenance of utilities, installation and maintenance of drainage facilities, and for common access, are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or prevent the installation and maintenance of utilities in the utility easements, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the drainage easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for installations for which a public authority or utility company is responsible. Alabama Power Company, South Central Bell, Walnut Hill Water Authority and Dadeville Lumber Company, Inc., and their successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, electric and telephone lines, cables and conduits under and through the utility easements as shown on the plat. Any damage caused to pavement, driveways, drainage structures, sidewalks or other structures in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the Villa areas, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

(1). NUISANCES:

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

(2). TEMPORARY STRUCTURE:

No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as residence or storage area, either temporarily or permanently. Dog houses, Dollhouses, etc., must be in Service Yard and not visible from outside.

(3). OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Villa Areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the villa Areas. No

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derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

(4). WATER SUPPLY:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

(5). WATER SUPPLY:

No individual water supply system shall be permitted on any lot, except for use in air conditioners and sprinkler system; provided that a central water supply system is being operated in accordance with the requirements of the governmental body having jurisdiction over said central system.

(6). ARCHITECTURAL CONTROL:

No building, wall or other structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Architectural Review Board. Each building, wall or other structure or improvement of any nature shall be erected, placed, or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them may be based on any ground, including purely aesthetic grounds, which is the sole and uncontrolled discretion of said Architectural Review Board seem sufficient. Any change in the exterior appearance of any building, wall, other structure or improvement, any change in the finished ground elevation, and, in the case of any villas, any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Review Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

(7). COMMERCIAL TRUCKS, TRAILERS AND BOATS:

In order to maintain the high standards of the villa area with respect to residential appearance, no trucks or commercial vehicles, boats, house trailers, boat trailers, and trailers of every other description, shall be permitted to be parked or to be stored at any place on any lot in villa areas, except in a garage or carport, or except during periods of approved construction on said lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

(8). GARBAGE AND TRASH DISPOSAL:

No garbage, refuse or rubbish shall be deposited or kept on any lot except in a suitable container. Such container shall be placed in an underground receptacle or shall be kept in the Service yard area, so that the container is not visible from the outside.

(9). CARE AND APPEARANCE OF PREMISES:

The structures and grounds on each building lot shall be maintained in a neat and attractive manner. Upon the owner's failure to do so, Dadeville Lumber Company, Inc., hereinafter called the Grantor, may at its option, after giving the owner ten (10) days' written notice sent to his last known address, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from any lot. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the Grantor may, at its option, after giving the owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The owner of such lot shall reimburse the Grantor for the cost of any work as above required, and to secure such reimbursement, the Grantor shall have lien upon such building lot enforceable as herein provided. Upon performing the work herein provided, the Grantor shall be entitled to file in the Public Records of Tallapoosa County, Alabama, a notice of its claim of lien by virtue of this contract with the owner. Said notice shall state the cost of said work and shall contain a description of the property against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is recorded. The lien herein provided shall be due and payable forthwith upon the completion of the work and if not paid, said lien may be enforced by foreclosure in the same manner as mortgages. The amount due and secured by said lien shall bear interest at eight percent (8%) per annum from the date of recording said notice of lien, and in any action to enforce payment Grantor shall be entitled to recover costs and attorneys' fees. The liens herein provided shall be subordinate to the lien of any mortgage encumbering any lot to any institutional lender; provided, however that any such mortgagee when in possession and any purchaser at any foreclosure sale, and all persons claiming by, through or under such mortgagee or purchaser, shall hold title subject to the obligations and liens herein provided. Grantor shall have the right but shall not be obligated to assign all of the Grantor's rights and privileges under this paragraph.

(10). Any requests for variances hereunder to ARB shall be considered only if submitted in writing and signed by all owners of the villas in the unit, in which the individual variance is requested is located.

This the 11th day of April 1974

DADEVILLE LUMBER COMPANY, INC., a corporation

By C. G. Duffee, Jr., President

ATTEST:

Lillian D. Adair, Secretary

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THE 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 know 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 11th day of April, 1974.

Char. R. Adair, Jr.

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.

