

1971
RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
CHINQUAPIN COVE AREA
UNIT ONE
STILLWATERS

SEC.36; T21N; R22E
SEC. 1; T20N; R22E

TALLAPOOSA COUNTY, ALABAMA

STATE OF ALABAMA)
)
TALLAPOOSA COUNTY)

WHEREAS, Dadeville Lumber company, Inc., a corporation, the owner of certain lands in Tallapoosa County, Alabama, a portion of which it has caused to be subdivided and platted and which portion is know as Chinquapin Cove Area, Unit One, STILL WATERS, a copy of which plat has been placed on record in the office of the Judge of Probate, Tallapoosa County, Alabama, in Plat Book No. 5, at page 175; and,

WHEREAS, Dadeville Lumber Company, Inc., is desirous that the said lots and areas so described on said plat, and on all other future plats of STILL WATERS, which may hereafter be filed by the said Dadeville Lumber Company, Inc., be restricted as is provided hereinafter for the use of present and future owners as an uncongested, pleasant, healthful and desirable community;

NOW, THEREFORE, this Indenture

W I T N E S S E T H:

Dadeville Lumber Company, Inc., does hereby declare that the lots and areas shown on the above described plat and on all other and future plats of STILL WATERS filed by the said Dadeville Lumber Company, Inc. shall be subject to the following restrictions, conditions, exceptions and protective covenants, to-wit:

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 Still Waters Company, a division of Dadeville Lumber Company, Inc., hereinafter called the Company or Still Waters Company.

Part I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS

APPLICABLE TO ALL RESIDENTIAL AREAS

1. Plans, Specifications and Siting of Buildings. No building, fence or other structure shall be erected, placed or altered on any lot in such Residential Areas until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by Still Waters Company, its successors or assigns. Construction or alteration of any building or structure shall be in accordance with the accordance with the standards of the Southern Building Code Congress, the National Electrical Code, and the Alabama Department of Public Health in effect at the time construction or alteration of any kind is begun. Detailed and scale sketches, including location sketches, shall be submitted by the Grantee to the Grantor and/or Association for any additions, alterations, swimming pools, fences, walls, patios, terraces or barbecue pits which may be erected on the demised premises. Refusal of approval of plans, location or specifications, may be based by the Company upon any ground, including but not restricted to purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records.
2. Minimum Square Footage. No plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area. Such minimum requirements for each lot will normally be specified in each sales contract, and expressly stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling; provided, however that such term does not include garages, boat sheds, terraces, docks, open porches, and the like areas; provided further, that shed-type porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area." The term does include, however, screen porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story dwelling.
3. Location of Houses. Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of detrimental effects on privacy, view of the lake, preservation of important trees, etc., no specific setback lines are established by these covenants. In order to assure, however, that location of houses will

be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each house; that the structures will be located with regard to the topography of each individual lot, taking into consideration the height of the hills, the location of large trees and similar considerations, the Company reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all lots and every lot within the Residential Areas. Provided however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site, and provided further, that in the event an agreed location is stipulated in writing in the contract of purchase, the Company shall approve automatically such location for a residence.

4. Construction. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.
5. Residential Building. All lots in said Residential Areas shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height and one small one-story accessory building which may include a detached private garage and/or servant's quarters, provided the use of such dwelling or accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.
6. Guest Suites. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased and provided, however, that such guest suite would not result in over-crowning the site.
7. Unightly Conditions. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of building or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

Carports and garages shall not open in such a manner that they face the street.

8. Offensive Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.
9. Insect, Reptile and Woods Fire Control. In order to implement effective insect, reptile and woods fire control, the Company reserves for itself and its agents the right to enter

upon any residential lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Company for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Company detracts from the overall beauty, setting and safety of Still Waters. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Company and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Company to mow, clear, cut or prune any lot, nor to provide garbage or trash removal service.

10. Resales. In the event the owner desires to sell a residential site within Still Waters together with its improvements, if any, than said property shall be offered for sale to the Company at the same price at which the highest bona fide offer has been made for the property, and the said Company shall have thirty (30) days within which to exercise its option to purchase said property at this price; and should the Company fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Company.
11. Signs. No commercial signs, including "for rent", "for sale", and other similar signs, shall be erected or maintained on any lot except with the written permission of the Company or except as may be required by legal proceedings, it being understood that the Company will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Company.
12. Parking. Each lot owner shall provide space for two automobiles off the street prior of the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Company.
13. Garbage Area. Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company.
14. Utility Easements. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the round to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such other areas as are shown on the applicable plat; provided further, that the Company may cut

drain-ways for surface water wherever and whenever such action may appear to the Company to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

15. Temporary Structures. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that the prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house. It being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.
16. Trailers, etc. No trailer, mobile home, tent, barn, tree house or other similar out building or structure shall be placed on any lot at any time, either temporarily or permanently.
17. Storage Structures. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, within the screened area required in Paragraph 18 herein, or buried underground.
18. Screening Fences. 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 Company prior to construction.
19. Wells. No private wells may be drilled or maintained on any residential lot so long as the Company, its agents, successors or assigns, plans a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line; provided further, that such water distribution line must be completed within five (5) days from the date of completion of the residence or a private well may be drilled by the lot owner.
20. Trees. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Company, unless located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building.
21. Subdivided Lots. No lot shall be subdivided, or its boundary lines changed except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the plat of any said subdivision in order to create a modified building lot or lots; and to take

such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of the said replatted lots; provided that no lot originally shown on a recorded plat is reduced by more than twenty (20) percent from its original size, but further provided, that any such lot may be reduced in size to a minimum of one acre whether or not such reduction in size is more than twenty (20) percent of the area of the lot as originally platted.

22. Still Waters Association. All lot owners, whether they are condominium lot owners or residential lot owners must become members of STILL WATERS Association.
23. Landscaping. All plans for landscaping are to be approved in writing by Still Waters Company.
24. Greenswards Walkway Easement. The Utility Easement as described in Section 14 above may, in certain instances, be designated as greenswards and used as walkways to the water. It is the purpose of these greenswards to act as visual access points to the lake. These areas are not intended to be used for fishing, swimming or other water sports activities.

PART II

SPECIAL RESTRICTIONS AFFECTING LAKE RESIDENTIAL AREAS

1. Maintenance Fund. 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 for pest control when needed and in general provide those services important to the development and preservation of an attractive community appearance, each owner of a lot within Still Waters shall pay annually to the Company the sum of one hundred (100) dollars, said sum to be placed in an account and to be used exclusively for the purposes hereinabove noted.
2. View Easement. There shall be reserved for the use and benefit of adjacent second-row lot owners an easement of view running along the side boundary lines of lakefront lots for a width of five (5) feet on each side of each lakefront lot. It is herein specified that the purpose of this easement is to enable second-row lot owners to maintain permanently an open area sufficiently unobstructed to afford a direct view of the lake and direct circulation of lake breezes. Owners of lakefront lots may not erect any fence, wall or other structure interfering with such easements. Agents of the Company, acting at the request of the owners of second-row lots, may enter onto front row lots and trim any trees, limbs, bushes or shrubs or other obstructions located within such easement areas and interfering with the view of second-row property owners. Such clearing and maintenance shall be at the expense of the second-row lot owners, except when the easement of view was willfully obstructed by the owner of a lakefront lot or his agent, in which event removal of such obstruction shall be at the expense of the lakefront lot owner who obstructed or authorized the obstruction of the easement of view. Such side boundary line easements of view shall not be applicable, however, to the center dividing line between two lots combined to form one building site.
3. Entry. Whenever the Company is permitted by these covenants to correct, repair, clean, preserve, clear out, or do any action on the property of any lot owners, entering the property and taking such action shall not be deemed a trespass.

PART III

SPECIAL RESTRICTIONS AFFECTING GOLF FAIRWAY RESIDENTIAL AREAS

1. Maintenance Fund. 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 needed, 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 of a lot within such Golf Fairway Residential Areas shall pay annually to Still Waters Company the sum of one hundred (100) dollars per lot, or section of a block equivalent in size to a standard golf fairway lot, said sum to be placed in an account to be used exclusively for the purposes above described.
2. Landscaping Plan. The landscaping plan for the areas of any lot or block of future lots within fifty (50) feet of the boundary of the lot or block line adjacent to golf fairway property shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect, and all individual lot or block landscaping plans must be approved by the Company, its agents, successors and assigns before implementation.
3. Golf Easement (maintenance). There is reserved to the Grantor, Still Waters Company, its agents, successors or assigns, a "Golf Course Maintenance Easement Area" on each lot adjacent to the fairways or greens of the Still Waters Golf Course. This reserved easement shall permit the Grantor, its agents, successors and assigns, at its election, to go on to any fairway lot at any reasonable hour and maintain or landscape the Golf Course maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within thirty (30) feet of the lot line bordering the fairway, or such lesser area as may be shown as a "Golf Course Maintenance Easement Area" on the recorded plat of such lot; provided, however, that the above described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Company a landscaping plan for such lot by the owner thereof, or alternately, a residence constructed on the lot.
4. Golf Easement (players). Until such time as a residence is constructed on a lot, the Grantor, its agents, successors or assigns, reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such Easement Area. Registered players or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle,

nor spend unreasonable time on such lot, or in any way commit a nuisance while on such lot. After construction of a residence on golf Fairway Area lot, "Out of Bounds" markers shall be placed on said lot at the expense of the Company.

5. Prohibited Actions. Owners of golf fairway lots shall be obligated to refrain from any actions, which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning trash on a lot when the smoke would cross on to the fairway, and the maintenance of unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking running on the fairways, picking up balls or other like interference with play.
6. Subdivided Lots. Except for plats filed for record by the Still Waters Company, no block of golf course property shall be subdivided into lots which do not have either a minimum of ninety (90) feet of frontage on a golf fairway or similar golf course area, or alternatively, contain a minimum of twenty thousand (20,000) square feet of ground area, except where such smaller lot shall have been approved in writing by a declaration of the Company entered of record in connection with the filing of a subdivision plat showing a golf residential block divided into individual lots.
7. Platted lots. Whenever used the foregoing special restrictions affecting "Golf Fairway Residential Areas," the term "lot" shall mean a platted lot, or two (2) or more contiguous platted lots if owned by the same party or parties, and a residence has been constructed on one (1) of the contiguous lots.

PART IV

SPECIAL RESTRICTIONS AFFECTING ALL INTERIOR LAKE AND WOODLAND AREAS

1. Maintenance Fund. In order to provide a permanent fund to maintain, landscape and repair private streets (except those located on 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 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, each owner of a lot in such waterfront or woodland areas shall pay annually to the Company the sum of one hundred (100) dollars, with said payment to be placed in an account for the use exclusively for the purposes hereinabove noted.

2. View Easement. There shall be reserved for the use and benefit of adjacent second-row lot owners, if any, an easement of view, with said easement running along the side boundary lines of all lots located on and facing towards any creek, pond or wet lands. Said lots located on and facing towards any wetland are hereinafter referred to as outer perimeter lots. Said easement shall extend five (5) feet on either side of said boundary lines, it being the purpose of this easement to enable second-row lot owners to maintain direct circulation of breezes. Owners of outer perimeter lots may not erect any fence, wall or other structure interfering with such easement. Agents of the Company, acting at the request of owners of second-row lots, may enter onto said outer perimeter lots and cut or trim trees, limbs, bushes, shrubs, or other obstructions located within such easement area and interfering with the view of said second-row property owners. Such clearing and maintenance shall be at the expense of the second-row lot owners, except when the easement of view was willfully obstructed by the owner or agent thereof of an outer perimeter lot, in which event removal of such obstruction shall be at the expense of the outer perimeter lot owner who so obstructed such easement.

3. Docks. Owners of lots fronting on Lake Martin may erect docks (and boat houses 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 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.

4. Dock Maintenance. All lot owners who construct or cause to be constructed said docks and/or boat houses, must maintain said 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 and/or boat houses 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 and/or boat house fails to meet acceptable standards, said lot owner shall thereupon remedy such conditions with 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 and/or boat house up to acceptable standards, all such repairs and actions to be at the expense, solely, of the lot owner in question.

5. Entry. Whenever the Company is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the property of any lot owner, or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

PART V

SPECIAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. Purpose. It shall be the intent and purpose of these restrictions and covenants to maintain and enhance certain areas designated as Open Apace Areas. It shall be the further intent and purpose of these restrictions and covenants to protect natural streams and water supplies; to 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 recreation opportunities, preserve historical sites, and implement generally the Still Waters Master Plan for development.
2. No Buildings. It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on a recorded subdivision plat as Open Space Area.
3. Wildlife Feeding. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the grantor to erect wildlife-feeding stations; to plant small patches of cover and food crops for quail, turkeys and other wildlife; to make access trails or paths through said Open Space Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the Open Space Area designating points of particular interest and attraction; and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Open Space Area.
4. Topography. 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.
5. Erosion Control. The grantor shall have the right to protect from erosion the land described as Open Space Area by planting trees, plants and shrubs where and to the extent necessary; or by such mechanical means as walls, bulk heading, or other means deemed expedient or necessary by said grantor. The right is likewise reserved to the greater to take necessary steps to provide and insure adequate drainage ways, canals or lagoons in Open Space Areas. The Company shall also have the right to cut firebreaks, and in general do all things necessary to carry on tree farming operations in such Open Space Areas, including harvesting of trees.
6. Utility Easements. The Company reserves unto itself, its successors and assigns the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other

suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in said Open Space Areas. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery; make any gradings of the soil; or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and tanks within such Open Space Areas. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

7. Ownership. The granting of this easement does in no way grant to the public or to the grantee, or to the owners of land surrounding or adjacent land, the right to enter such Open Space Area without the express permission of the Company.
8. Use of Open Space. The Company expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said Open Space Areas, in a manner not inconsistent with the provisions of this Declaration.
9. No Burden of Action. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Company; that the Company is not bound to make any of the improvements noted herein, or extend to the grantee any service of any kind.
10. Understanding of Repair. Where the grantor is permitted by these covenants to correct, repair, clean preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

PART VI

DURATION OF COVENANTS TOGETHER WITH AFTERWORD

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors or assigns, if any, of the Still Waters Company for a period of twenty-five (25) years from January 1, 1971; except the special restrictions and covenants affecting Open Space Areas, and they shall differ in no particular save they shall run for a period of fifty (50) years from the date so specified and designated, after which time, all said covenants shall be automatically extended for successive period of ten (10) years; unless an instrument signed by a majority of the then owners of lots substantially affected by such changes in covenants has been recorded, agreeing to change said covenants in whole or in part.

VIOLATION OF COVENANTS

1. Gaining Compliance. In the event of a violation or breach of any of the restrictions contained herein by any of the property owner, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. The invalidation by any Court of any restrictions in this Deed contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.
2. Future Modifications. The Company may include in any contract or deed hereafter made, modifications and/or additions to the restrictive covenants as contained in this Declaration of Covenants, with such modified covenant being made applicable by reference to conveyance of land made subsequent to such modifications.
3. Sole Covenant and Restrictions. It is the true intent and purpose of Still Waters Company that the covenants and restrictions contained herein shall be the sole

