

2004 Bid for SWRA

12-31-03

JAMES MAY
1422 HOLIDAY DRIVE
DADEVILLE, AL36853

1D# 423-66-0715
PH# 256-825-2911
CELL 256-749-4360
E-mail jmay55@hotmail.com

Tennis Court Jan.- April 1time per week \$5.00 each \$5.00
May - Aug. 2 times per week \$5.00 each \$10.00
Sept.- Dec. 3 times per week \$5.00 each \$15.00
Trash Cans at court and parking lot \$2.00 each time as needed.
Moonbrook Restrooms \$15.00 per week 5days per week
Pineview Pool May 1st. - labor day \$275.00 per week
Nov. - April \$5.00 per week to check on things in general and clean
restroom.
Admin. Office \$35.00 per week.

James May

December 31, 2003

Jimmys Helping Hand - James (Jimmy) May

I have been working for Golf Colony, Sunset Point and Still Waters Residential Association for approximately ten years, and would like to continue my service in this position. I served as Vice-President of Sunset Point 1 Board of Directors for ~~three~~ years and was in position to move up to President, had there not been a ~~conflict~~ of interest. I resigned voluntarily due to this conflict of interest with the belief it was in the best interest for the Association as well as myself.

I have cleaned Sunset Point pool area and clubhouse for eight years until Stillwaters went bankrupt. I am presently working for Sunset Point 1 as Maintenance and Facilities manager. I also work for SWRA. I clean the tennis court, Moonbrook restrooms, and take care of the trash pickup. I clean the pool area and restroom at Pineview Pool during the summer months, and I clean the restroom once a month in the winter.

I cleaned the Welcome Center until it closed. I also cleaned the front desk offices at two different locations until they also closed down. I cleaned for the Defender Group Time share Sales until they also closed down.

My position at Sunset Point 2&3 was the only job that I have been replaced at due to being underbid by Pike Properties.

My previous work experience included 23 years maintenance work before starting my own business and coming to work for Stillwaters. I am a high school graduate and have one year of Junior College. I am a U.S.M.C. Veteran, Honorably discharged in 1976.

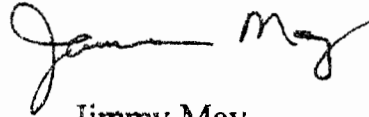
I have an excellent work record, as I have not missed but one day of scheduled work since I began working for Stillwaters, due to a near family death in my family. The only other days I have missed were due to bad weather, and I made them up. Even when there was bad weather I still made rounds to make sure there was nothing wrong.

Before coming to work at Stillwaters I worked for Hartwell Mills as a Loom Maintenance Technician. Out of 11 years service, I only missed one

day of work.

I live less than 10 minutes from Stillwaters, therefore, I am readily available. I always work very hard and try to do my job to the best of my ability, with very little or no supervision, and I feel as though I am a asset to anyone I work for.

Thank you,

A handwritten signature in cursive script that reads "Jimmy May". The signature is written in dark ink and is positioned above the printed name.

Jimmy May



Residential Association, Inc.

December 29, 2003

Mr. Woodson Harmon
Harmon Engineering and Construction Co. Inc.
13376 CL Torbert, Jr. Parkway
LaFayette, AL 36862

Dear Mr. Harmon:

The Still Waters Residential Association Board of Directors approved the installation of the sewer line you proposed to run from Highway 49 along the right-of-way on the left side of Moonbrook Drive to the existing sewer connection near the Club House parking lot.

The installation of the sewer line must be in compliance with the "specification for excavation & repair of disturbed areas in rights-of-way adjacent to SWRA/residential/commercial property" document prepared by the Roads Committee and given to you at our meeting December 22, 2003.

One variance to the document is granted: Point number two (2) sentence number three (3) which reads (in no case shall underground sewage lines be installed on the same side of a road as existing water lines) I have checked with personnel from Walnut Hill Water Authority and they indicated to me that ADEM regulations require that the sewer line must be in a separate ditch a minimum of five (5) feet from the existing water line. **THIS REQUIREMENT IS MANDATORY.**

We look forward to working with you in the development of Still Waters.

Sincerely,

Eldon D. Johnson, President
StillWaters Residential Association
Board of Directors

Cc: Greg Darden

Alabama's Premier Golf & Lake Community

68 StillWaters Dr. Dadeville AL 36853
256/825-2990 FAX 256/825-2991 tracypike@charter.net



Residential Association, Inc.

December 29, 2003

Mr. Greg Darden
Harbor Pointe Utilities
397 Marina Point Road
Dadeville, AL 36853

RE: *Sewage Treatment Plant*

Dear Mr. Darden:

As you are aware, the Still Waters Residential Association has received a conveyance of all the roads within Still Waters. We are also informed your company has obtained possession of the sewage treatment facility. To clarify matters, it is the Association's position that ownership by your company of the sewage system within Still Waters also includes all lines, lift stations and pumping stations. An easement is granted on the road right-of-way for these devices and structures. The Association has no ownership interest in the system and has no maintenance or servicing obligations. The Association will continue to cooperate to grant easements upon submission and approval for any additions to the existing system. If your company's position is not consistent with Association's position, please notify in writing.

Thank your for you assistance and cooperation.

Sincerely.

Eldon Johnson, President
Still Waters Residential Association

Alabama's Premier Golf & Lake Community

68 StillWaters Dr. Dadeville AL 36853
256/825-2990 FAX 256/825-2991 tracypike@charter.net



HELP US PUT A STOP TO VANDALISM AND POACHING

Please.....

Do not let anyone in at Gate. If they do not have a card they need to come through Gate 49.

If you have had any cards misplaced or stolen notify us at Gate 49.

Be on the lookout for strange or out of place vehicles especially during the evening or night hours.

There should be no gunfire inside Stillwaters!!!

If you hear or see anything suspicious, please call us at 825-0208 – Gate 49

We cannot do this without your help.

Thanks

Stillwater's Security

Alabama's Premier Golf & Lake Community

68 StillWaters Dr. Dadeville AL 36853
256/825-2990 FAX 256/825-2991 tracvpike@charter.net

STATE OF ALABAMA)
COUNTY OF TALLAPOOSA)

RECORDED CARD

149970

No. _____

NO. _____
RECEIVED
BARBARA B. SOKOL
JUDGE OF PROBATE
2000 MAR 13 AM 9:56

**FIFTH AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR STILLWATERS**

THIS FIFTH AMENDMENT (this "Amendment") is made and entered into as of the 24th day of February, 2000 by STILLWATERS DEVELOPMENT COMPANY LIMITED PARTNERSHIP, an Arizona limited partnership ("Developer").

RECITALS:

Dadeville Lumber Company, Inc. ("Dadeville Lumber") has heretofore submitted certain real property to the terms and provisions of the Amended and Restated Declaration of Restrictions and Protective Covenants for StillWaters dated as of April 21, 1987 (the "1987 Declaration") which has been recorded on Card No. 041595 in the Office of the Judge of Probate of Tallapoosa County, Alabama (the "Probate Office").

Developer has succeeded to all of the right, title and interest of Dadeville Lumber under the 1987 Declaration and, pursuant to the terms and provisions of the 1987 Declaration, has amended the same pursuant to (i) Supplemental Declaration of Restrictions and Protective Covenants for StillWaters dated as of July 12, 1995 and recorded on Card No. 103205 in the Probate Office, (ii) Supplemental Declaration of Restrictions and Protective Covenants for StillWaters dated as of November 7, 1995 and recorded on Card No. 106307 in the Probate Office, (iii) Declaration of Annexation to the Supplemental Declaration of Restrictions and Protective Covenants for StillWaters dated as of February 6, 1996 and recorded on Card No. 108534 in the Probate Office and (iv) Declaration of Annexation to the Supplemental Declaration of Restrictions and Protective Covenants for StillWaters dated as of June 6, 1997 and recorded on Card No. 121978 in the Probate Office (the 1987 Declaration, together with all of the foregoing amendments, are hereinafter collectively referred to as the "Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

Developer is the owner of that certain real property (the "Additional Property") situated in Tallapoosa County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference. Pursuant to the terms and provisions of the Declaration, Developer desires to submit the Additional Property to all of the terms and provisions of the Declaration.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer hereby agrees as follows:

1. **Additional Property.** Pursuant to the terms and provisions of the Declaration, Developer hereby declares that the Additional Property described in Exhibit A attached hereto shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, charges, liens, assessments and regulations set forth in the Declaration, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the additional property and their respective heirs, executors, administrators, personal representatives, successors and assigns. The Additional Property described in Exhibit A hereto, the original Subject Property described in the Declaration and any other additional property heretofore submitted to the terms and provisions of the Declaration shall, for the purposes of the Declaration, collectively be deemed and referred to as the Subject Property and all references in the Declaration to the Subject Property shall mean the original Subject Property described in the Declaration, the additional property described in Exhibit A hereto and all other Additional Property which has been submitted to the terms and provisions of the Declaration.

2. **Full Force and Effect.** Except as expressly modified and amended herein, all of the terms and provisions of the Declaration shall continue in full force and effect.

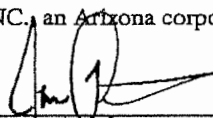
IN WITNESS WHEREOF, Developer has executed this Amendment as of the day and year first above written.

RECORDING FEES
TALLAPOOSA CO. AL
TAX \$ _____
SPEC. FEE \$ _____
REC FEE \$ 3.00
TOTAL \$ 14.50

DEVELOPER:

STILLWATERS DEVELOPMENT COMPANY

By: HFD, INC., an Arizona corporation, Its General

By: 
Its: CEO

STATE OF Arizona)
:
COUNTY OF Maricopa)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joe Panter, whose name as President/CEO of HFD, INC., an Arizona corporation, as General Partner of STILLWATERS DEVELOPMENT COMPANY LIMITED PARTNERSHIP, an Arizona limited partnership, 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 with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as General Partner as aforesaid.

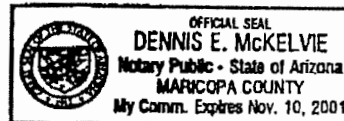
Given under my hand and official seal this the 24th day of February, 2000.



Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]



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

Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203
(205) 521-8429

EXHIBIT A

Legal description of Additional Property

The additional property is Lot 1 of the property recorded in Plat Book # 9 , page 41.

OPEN LETTER TO THE OFFICERS AND DIRECTORS
STILLWATERS RESIDENTIAL ASSOCIATION

January 5, 2004

Dear officers and directors:

We are certain you will be inundated with many concerns from Stillwaters residents re: the many changes at the resort that we are witnessing as well as the changes that lie in the future. We have learned over the past few weeks that the SWRA has only limited powers in dealing with the forces at play; therefore we will try to be realistic in the concerns we raise in this letter. We have looked through the covenants prior to writing this, but we do not know what covenant provisions, if any, the new developers are subject to. In short, we will express our concerns and leave it in your capable hands to determine what might be done about each issue.

RESIDENTIAL/COMMERCIAL CONSTRUCTION: A private home was completed near us that took two and one half years to build (a clear violation of the covenants). The construction process ground up the road surface causing drivers to use the oncoming lanes to avoid a major pothole. The builder promised (orally) to repair the road upon finishing his home. He broke his promise; nothing has been repaired. If the roads committee will visit the intersection of Magnolia Crest and Lake Vista Court, the members will readily see the damage and need for repair. But our concern over roads is larger than this. The marina project has already damaged our roads and will continue to damage them for months to come. It is our understanding that developer has (orally) promised to repair the damage, but that promise could prove to be an empty one. If the SWRA has the power to impose impact fees on contractors, then it should do so ASAP. If it does not have that power, please investigate how this power might be obtained.

GENERAL COVENANT ENFORCEMENT: It is common to see garbage cans by the curbside seven days a week in front of weekend residents' homes (e.g. 161 Magnolia Crest). Please try to enforce our covenants re: this matter. It is also common to see motor homes parked at residences.

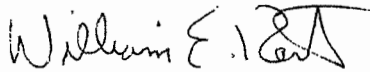
CLEAR CUTTING: If a contractor feels they must clear cut in order to construct their project, we hope they are obtaining permission of the Architectural Committee. Yet, we have been told the new developers are not subject to our covenants. We have heard from a reliable source that an owner of large acreage in the resort plans to clear cut soon in anticipation of future construction at an undetermined date. This will result in parcels of our beautiful resort resembling the bombing range landscapes common along highway 34. We ask you to stop this plan through all means possible. If it is not possible to stop,

demand at the very least a buffer of trees to shield the denuded area from eyesight when driving by.

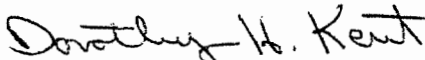
INCORPORATION: Perhaps now is the time for the residents of Stillwaters to look into the prospects of incorporation. There may be many obstacles to this, but the benefits could be worth it (power to levy fees on contractors, access to tax funds, zoning powers, etc.)

We are willing to spend money in order to protect our home and its value. Not everyone will agree to do this, but should the SWRA decide that legal counsel is needed and/or monies should be expended to investigate incorporation, you will find us cooperative listeners. We wish you every success in your work. Never underestimate the value of your efforts to all of us.

Sincerely,

A handwritten signature in dark ink, appearing to read "William E. Kent". The signature is fluid and cursive, with a large, stylized "K" at the end.

William E. Kent

A handwritten signature in dark ink, appearing to read "Dorothy H. Kent". The signature is cursive and somewhat stylized, with a large "K" at the end.

Dorothy H. Kent

27 Lake Vista Court

January 6, 2004

Mr. Woodson Harmon
Harmon Engineering and Construction Co. Inc
13376 CL Torbert, Jr. Parkway
LaFayette, Al. 36862

Dear Mr. Harmon :

This letter is to correct and add to the letter of December 29, 2003. In that letter I stated that our meeting where we gave you information was held January 22, 2003 instead of the correct date of December 22, 2003.

I also stated that I had information from Walnut Hill Water Authority that ADEM requires that sewer lines must be in a separate ditch a minimum of five (5) feet from an existing water line. We have since received guidelines from ADEM that in addition to the five (5) foot requirement, ADEM requires the following:

1. Provide a minimum horizontal separation of five (5) feet between water lines and sanitary sewer lines. Where crossings are necessary, case one of the pipes with a continuous pipe of sufficient length, located such that a minimum five-foot separation exist between each end of the casing pipe and the uncased pipe.
2. Where possible, install pipe such that the top elevation of the sewer line is a minimum of 18 inches below the bottom elevation of the water line.
3. Unless adequately cased to protect against contamination, do not install any water main such that it comes in contact with any part of a sewer manhole, septic tank field lines, or soil, saturated with organic solvents or gasoline.

The Still Waters Residential Association Board of Directors approved the installation of the sewer line you proposed to run from Highway 49 along the right-of-way on the left side of Moonbrook Drive to the existing sewer connection near the Club House parking lot.

The installation of the sewer line must be in compliance with the "Specification for excavation & repair of disturbed areas in rights-of way adjacent to SWRA/residential/commercial property" document prepared by the Roads Committee and given to you at our meeting December 22, 2003 and as amended above which includes the ADEM guidelines.

January 7, 2004

Dear Property Owner,

Beginning December 4, 2003 the Board of Directors of the Still Waters Residential Association is now composed entirely of residents of Still Waters, elected by the property owners. In that election some property owners were not permitted to vote.

Upon reviewing documents in the office we find that we are operating under several sets of covenants. Therefore, all property owners do not have the same rights and privileges. We find that a property owner living under the 1971 or 1974 covenants do not have full benefits even though they may volunteer to pay full maintenance dues. A property owner may not be sure of which covenants they are living under and we feel it is our responsibility to inform you so that you may take steps to correct this discrepancy. The Board Of Directors must consider this factor in all business it conducts.

At the last meeting of the Neighborhood Council your representative voted to recommend to the Board of Directors, to take steps for getting all property owners under one set of covenants.

If you are one of the property owners living under the 1971 or 1974 covenants, the easiest way for you to come under the 1987 covenants which are the covenants in which we are governed, is for you to come by the Residential Association Office and pick up a form to take to the Court House in Dadeville and subject your property to the 1987 Covenants. This can be done for less than Ten dollars (\$10) for each piece of property owned.

We encourage you to act on this immediately.

Sincerely,

Still Waters Residential Association
Board of Directors



Eldon D. Johnson, President

The lift Stations must be located off the right away as we agreed.

We look forward to working with you in the development of Still Waters.

Sincerely,

A handwritten signature in cursive script that reads "Eldon D. Johnson". The signature is written in dark ink and is positioned above the typed name.

Eldon D. Johnson, President
Still Waters Residential Association
Board of Directors

SWRA Board meeting
December 22, 2003

President Eldon Johnson introduced visitors, Greg Darden, Grady Harmon, and Murray Neighbors.

The purpose of this meeting is to discuss request for easement from Clubhouse to Gate 49. Mr. Harmon, who has operated the sewage stations and pipe lines since February, 1995, has talked to the new owners about the most pressing needs. Pete Waldrop is the new owner and each side of 49 entrance, 8 or 9 acres on 34 behind fences need sewage. ~~He only bought the treatment plant.~~ There is a question as to who owns the existing sewer lines and pumping stations and the new system is in question today. There will be no problem tapping in. There is a 3" force main with 2 stations located at Moonbrook Park and near the tunnel at the clubhouse. Line markers are needed before exact route can be determined. Water and sewer lines are usually 3 to 5 feet apart. There are no exact specs. There are three lift stations: Popular Point, Church and Villas ^{Moonbrook} ~~on the Harbour~~, maintained by owners ^{Harmon, Darden, and Grady.} Another lift is located on Moonbrook ^{and Fickerson} owner undetermined.

Owners hope to build a grocery store/pharmacy and convenience store/food court on 49 and a small office park on 5 acres. These owners are Still Waters Association, L.L.C. - Waldrop.

Mr. Harmon said the second lagoon is not used because it is not needed at this time. The first lagoon leaks and needs a new liner. The system is permitted for 90,000 gallons daily.

Property owners do not have to add to sewer if their property perks, but it must be perked when the water level is down.

Mr. Cecil Duffey installed the original lagoon and the major line starts at the church and runs to the new clubhouse. Whoever owns the collection system is responsible for repairs. Tap fees, \$150.00, may be charged to pay for maintenance.

Murray Neighbors presented his report from the Roads Committee meeting which was approved as presented. (Copy is attached.)

Ladelle moved that Harmon be hired on an hourly basis to maintain sewer lines on SWRA right-of-ways pending attorney varification of ownership. The motion was seconded and carried.

John moved that we grant Harmon permission to use SWRA easement to join 49 sewer to existing line at clubhouse, and maintain lines until the owner is determined. Motion seconded and carried.

Greg offered to write a letter stating, as a potential owner of the collection system, they will sign-off Harmon to tie on, as long as tie-ins criteria are met. SWRA will write the same letter with no maintenance for SWRA. Harmon will maintain until legal question is settled. Two attorneys will get together to decide and write a letter to that effect. *Greg promised, if sewer capacity is close, he will add to the capacity.*

Eldon asked Harmon to convey our regrets in delay in handling the request for easement.

Meeting adjourned.

Approved as corrected

Ladelle Russell

Ed Johnson

Ladelle Russell

Tracy Pike

From: Ted Caudill [tcaudill@charter.net]
nt: Saturday, December 20, 2003 10:23 AM
Subject: Tracy Pike
Gate Pass

Hi Tracy. Will you please give this to the Board of Directors?

TO: SWRA Board of Directors

I had hopes that some of the frustrations associated with the gates at StillWaters would be alleviated when the residents assumed responsibility for the board. However, I find it is even worse in some ways. In the past six months I have had to exchange my windshield pass four times because they quit working. For most of these replacements I went to the office, handed in the old and was given a new one. Now, I apparently have to match my schedule with the gate supervisor (Shay (sp)) in order to get a new one. I turned my card in at the gate Monday the 15th, completed a reissue request and was told to pick it up later. I stopped at the gate today (Saturday, Dec 20th) and was told I would have to come back when the 'supervisor' was there but he was off today. As a property owner I find it totally ludicrous that I am expected to happily accept these situations. Isn't there something that can be done to eliminate these frustrations? I have never hidden the fact that I don't believe the gates provide anything but a false sense of security but that is beside the point. What, if anything, is being planned to improve access to our homes?

Ted Caudill
825-7366

Board Meeting
December 22, 2003
9:00 A.M.
SWRA

Call to order:

Eldon Johnson to introduce any visitors:

- ☐ Mark Allen Treadwell - *attorney*
- ☒ Greg Darden - *member*
- ☒ Grady Harmon -
- ☒ Roads Committee - Jim Koeppen to introduce

Unfinished Business:

- ☐ Grady Harmon:

Request for easement from Clubhouse to Gate 49

SWRA Roads Committee Meeting

December 16th, 2003

The meeting was called to order at 3:00 PM.

All members were present including new SWRA Board appointee Murray Neighbors. Murray will replace Jim Koeppen who will resign effective 12/31/03.

Peter Van Parys was unanimously elected new Chairman.

Harmon Engineering discussed right of way on main roads for sewage line project. The committee approved "Specification for Excavation & Repair of Disturbed Areas in Right of Way Adjacent to SWRA /Residential/Commercial Property". This document and "Specifications for Road Repair at StillWaters" are attached for upcoming SWRA Board meeting with Harmon Engineering and Harbor Pointe Development. The Roads Committee would like to attend this meeting. Capacity issues also were discussed and also need to be reviewed.

Speed Limit signs, 12 X 18 inches on reflective aluminum plate can be purchased for \$20.00 per sign. The committee will study all signs and speed limits in the resort and make a recommendation to the Board.

A complete video of all roads has been made to document their condition prior to all the construction.

All billable roadwork has been given to Tracy for invoicing.

A work list of projects for next year is attached.

A discussion was held again on the Fern Brook Drive extension and the balance of unpaved roads in StillWaters per the attachment. The Roads Committee does not believe that building new roads such as the Fern Brook Drive extension is within it's charter as the covenants now read. The Roads Committee requests a directive from the Board on how to proceed on this list.

Safety reflectors and striping has been completed on StillWaters Drive and the balance of Lakcview Ridge. This completes all main roads in StillWaters.

There is approximately \$3,000 left in our budget. Can this money be carried over to next year?

We adjourned at 5:00 PM.

Jim Koeppen, Chairman
Don Herring

Murray Neighbors
Peter Van Parys
Bryan Torres

SPECIFICATION
FOR
EXCAVATION & REPAIR OF DISTURBED AREAS IN
RIGHTS-OF-WAY ADJACENT TO
SWRA/RESIDENTIAL/COMMERCIAL PROPERTY

1. **Definition.** A 'right-of-way' for the purposes of this specification is the area approximately 10 feet in width from the edge of, and running parallel to, a road or street.

2. **Performance of Work.** At least 14 calendar days prior to initiating any work, the contractor shall submit to the StillWaters Residential Association (SWRA) Road Committee a request for a permit for work requiring digging in right-of-way areas. Attached to this request must be a detailed plan on how he will accomplish the work and restoration of areas disturbed as a result of construction, particularly underground utility construction. In no case shall underground sewage lines be installed on the same side of a road as existing water lines. The plan shall include how the contractor will identify the location of existing underground utilities to eliminate unplanned utility outages during the course of construction; however, if an unplanned outage does occur, the plan shall also detail the contractor's method for prompt action to repair the cause of the outage to include coordination with appropriate utility companies. For approval purposes, the Road Committee shall be notified in writing at least five days prior to a planned outage. No planned outage may occur without prior approval. The contractor shall furnish evidence in the form of a certified copy of a "Performance Bond" obtained from an authorized Surety firm for the scope of work detailed in the permit request. The bond amount shall equal the estimated amount of the work to be performed or contract amount. The contractor shall accomplish all work in accordance with the requirements set forth below:

a. **SWRA Property.** Pavement damage to roads caused by contractors shall be repaired in accordance with the SWRA "Specifications for Road Repairs at StillWaters." Any deviation from these specifications must be approved by the SWRA Road Committee prior to initiation of any work. A representative of the Road Committee shall approve the acceptance of the work upon completion.

b. **Residential/Commercial Property.** Pavement (driveways, sidewalks, parking lots, drainage flumes, curbs, etc) damage incurred within or outside the right-of-way shall be repaired by the contractor at no cost to the owner. The

pavement shall be repaired, as a minimum, to its original quality/standard and condition. A representative of the Road Committee, in coordination with the resident or owner, shall approve the acceptance of the work upon completion.

c. SWRA/Residential/Commercial Property:

(1) Damage to appurtenances, eg, shrubs, trees, signage, mailboxes, drainage improvements, riprap, etc, within or outside of the right-of-way shall be repaired by the contractor at no costs to the owner. A representative of the Road Committee, in coordination with the resident or owner, shall approve the acceptance of the work upon completion.

(2) Damage to grassed areas shall be repaired in accordance with the following requirements:

(a) Excavated areas shall be backfilled in compacted lifts not exceeding 6 inches with topsoil available from the excavation. Topsoil shall be free stones, lumps of soil, sticks, roots, trash, or other material over 1½ inch diameter. If additional topsoil is required, it shall be delivered to a site designated by the Road Committee and stockpiled for use.

(b) Contractor shall verify that the finished grades of the excavation/trenches are in accordance with the elevation and grade requirements in the design documents prior to backfilling and compaction of the topsoil. Debris and stones over 5/8 inch in any dimension shall be removed from the surface. The new surface shall be blended to the exiting areas. The prepared surface shall be completed with a light raking to remove debris. Fertilizer and soil treatment shall be applied as recommended by the seed manufacturer.

(c) Seeding method shall be Broadcast Seeding to insure even coverage. However, gravity feed applicators may be used if approved by a member of the Road Committee. The seed provided shall be compatible with the grass in the adjacent areas. After seeding, the entire seeded area shall be firmed with a roller not exceeding 90 pounds per roller width. Slopes over a maximum of 3:1 shall not be rolled.

(d) The seeded areas shall be mulched with hay or straw and uniformly spread by hand or other approved method. The mulch shall not be bunched or clumped. Sunlight shall not be completely excluded from penetrating to the ground surface. All areas installed with seed shall be mulched on the same day as the seeding. Mulch shall be anchored immediately following the spreading.

(e) All seeded areas shall be protected from erosion. Placement of erosion control material shall be accomplished without damage to the seeded areas or without deviation to finished grade. An Erosion Control Plan shall be submitted for approval when requested by the Road Committee.

(f) The contractor shall be required to maintain the seeded areas during the establishment period. Maintenance shall include eradicating weeds, insects and diseases; protecting embankments and ditches from surface erosion; maintaining erosion control materials and mulch; protecting installed areas from traffic; mowing; watering; and post-fertilization.

(g) Excess and waste material shall be removed from the seeded areas and be disposed of at a site off Stillwaters. Adjacent paved areas shall be cleaned.

Van Parys/svp
Dec 12, 2003

SPECIFICATIONS FOR ROAD REPAIRS AT STILLWATERS

1. **Materials & Workmanship.** All materials and workmanship shall comply with Alabama Department of Transportation specifications listed below:

Section 401, Bituminous Surface Treatments
Section 405, Tack Coat
Section 410, Bituminous Plant Mix Pavements
Section 414, Bituminous Concrete Binder Layer
Section 416, Bituminous Concrete Wearing Surface
Section 801, Course Aggregates
Section 804, Bituminous Materials
Section 820, Selected Materials for Bases
Section 825, Crushed Aggregate Base Materials

2. **Performance of Work.** Contractor shall accomplish all work in accordance with the attached Scope of Work and as set forth below.

3. **Technical Requirements:**

a. **Asphaltic Concrete:**

Bituminous wearing surfaces shall comply with ALDOT Section 416, MIX 2, and be used for all patching, pavement overlays, and new pavement. The minimum compacted thickness for the surface course shall be 2" except in areas noted in the "Scope of Work" designated to have a binder course under the wearing surface. In these areas the bituminous binder course shall comply with ALDOT Section 414, MIX 2.

In areas where existing pavement is overlaid, the existing asphalt surface shall have a tack coat applied at a minimum rate of 0.05 gallons per square yard of surface. The tack coat shall comply with ALDOT Section 405. The tack coat shall also be applied to abutting asphalt surfaces such as edges of existing pavement.

The tack coat shall be allowed to dry until it is at a proper condition to receive paving.

Whenever possible, pavement shall be spread by a finishing machine; however, in inaccessible or irregular areas, hand methods may be used. The hot mixture shall be spread uniformly. The hot mixture shall be carefully smoothed to remove segregated course aggregate and rake marks. The mixture after being spread, shall be thoroughly compacted by mechanized rolling with the appropriate equipment to obtain the proper pavement density. Hot hand tampers or vibrating plate compactors may be used in areas inaccessible to rollers. Rolling should continue until all roller marks are eliminated. Surfaces shall not be acceptable if the 10 ft. straightedge tolerance exceeds 3/16".

b. Base Course. The base course shall comply with ALDOT Section 825, Type A, and shall be 4-6" in compacted thickness. The base course shall be compacted to at least 95% of its dry density. If existing base material is unsuitable, it shall be removed and replaced to meet the above requirements. If the subbase material consists of soft and plastic soils such as clays and fine silts, the minimum compacted thickness of the base course shall be 6".

c. Pavement Patching. When patching of an existing surface is required in the scope of work, the area to be patched shall be trimmed to neat vertical lines for the depth of the unstable material. The loose, faulty material, to include base material, shall be picked up and removed from the area. New base material shall be placed in the exposed area and compacted to at least 95% of its dry density. The newly exposed patch area shall be cleaned and treated with prime or tack material prior to placement of patching material. Bituminous patching material shall be placed and compacted until the patch area is filled to an elevation of the surrounding surface. Compaction of the patching material shall be to the degree that further consolidation of patching material is not anticipated.

d. Pavement Edges. Bituminous wearing surfaces and patched pavement edges not confined by curbing or other structures shall be lightly tamped, generally with a lute and immediately behind the placement operation, to form an approximately 1:1 slope as a preventative measure against cracking and bulging during the rolling process. This procedure shall also be required on the initial edge of a longitudinal cold joint. These edges shall be neatly shaped and trimmed, as necessary, after final rolling to an accurately lined string or wire providing a maximum tolerance of 2 inches outside the theoretical edge of pavement, with a maximum variation from a true line of 1/2 inch in 10 feet and a slope not flatter than 1:1. Edges that are distorted by rolling shall be corrected promptly.

e. Joints. Make joints between old and new pavement, or successive days work to provide for a continuous bond between adjoining work. All joint contact surfaces shall be cleaned and have a tack coat applied as noted in c. above.

4. Safety, Maintenance & Protection. The contractor shall be responsible to maintain a safe working environment for residents and working personnel. All work areas left at the end of the day shall be clearly marked, barricaded or otherwise secured to prevent a possible accident. Sections of newly finished work shall be protected from all traffic until they become properly hardened. Maintenance shall include immediate repair of any defects that may occur on the work. Such repairs shall be repeated as often as necessary to maintain the work continuity. The contractor shall be responsible for the protection of the work and protection of any traffic passing on or through work areas.

5. Disposal of Material. The contractor shall be responsible to remove all unused construction material and debris such as old asphalt pavement, other unsuitable material, etc., from the premises of Still Waters, and dispose of such material in a manner consistent with local laws and regulations.

6. Payment. Contractor will be paid periodic payments during the performance of the work. These payments will be based on satisfactory work performed during the course of his operation. A minimum of 10% of the contract amount will be withheld until after the final inspection and correction of any deficient work noted in paragraph 6 below.

7. Acceptance of Work. Upon notice from the contractor of completion of some or all of the work, the Road Committee will make an inspection. If all construction provided for by the contract is found completed to their satisfaction and in accordance with these specifications, the work will be accepted. If during the course of the inspection deficiencies are found, the contractor shall be responsible at his expense to correct those deficiencies. Upon completion of all work noted above, the contractor will be notified in writing by the Road Committee of acceptance of the work. At that time final payment will be made to the contractor.

8. Warranty. The contractor shall guarantee the quality of materials and workmanship for a period of one year from the date of final acceptance by the Road Committee. If defects occur during this one-year period which are attributable to the contractor's lack of adherence to project specifications or procedures, the contractor

shall correct these deficiencies at his expense within 30 days of written notification from the Road Committee.

SWRA Roads Committee Work List Dec. 2003

Ditch Work

192 Whisperwood
738 Fairway Ridge
93 Restful Cove (Top of Hill)

Patches – Billable

91 Chinquapin Court – Walnut Hill around 8/27/03
Brookwood Lane at Holly Ridge – Walnut Hill around 10/7/03
60 South Cardinal Heights – Walnut Hill around 12/1/03

Patches

Across from Living Waters Church
Intersection Magnolia Crest and Lake Vista View
79 Chinquapin Court

Repaving

Phase III – 669 – 873 Beach Island Trace
Birch Lane
Eastwood Lane

Material Storage

Presently using area on a temporary basis with permission at Sewage plant. Need SWRA BOD to give us a permanent area.

SWRA Roads Committee

Future Paving Projects

Dec. 2003

TYPE ROAD	LENGTH(Ft.)	DOLLARS
Tar/Gravel Roads – With Homes		
Lakewood Lane (1 home 4/00 & 1 home 11/03 At \$6.25 per square yard	800	\$11,100
Tar/Gravel Roads – No Homes		
Buckskin Court	700	
Doeskin Court	400	
Deer Run Road	1550	
Big Buck Lane	750	
Buck View Lane	800	
Big Horn Lane	800	
Hart Lane	350	
Fawn Lane	900	
Red Bird Lane	500	
Wind Chime Lane	300	
Tanglewood Court	700	
Windwood Lane	700	
Tree Top Lane	500	
Pine Cove Lane	180	
At \$6.25 per square yard		\$126,800
Dirt/Grass Roads – No Homes		
Long Leaf Terrace	350	
Springwood	650	
Unnamed at Beach Island & Long Leaf	300	
Unnamed at Lakeview Ridge & Poplar Pt.	250	
Unnamed at Lakeview Ridge & Holly Ridge	150	
Putters Pass	100	
At \$25.00 per square yard		\$100,000
GRAND TOTAL		\$237,900

All roads are assumed to be 20 feet wide.

Roads Committee

Don Herring

Jim Koeppen

Peter Van Parys

Bryan Torres

SWRA Board Meeting
December 15, 2003

Meeting was called to order by President, Eldon Johnson, all board members were present, except Syrol McLain.

Don Herring and Kent Hanby requested attendance at meeting but did not appear. They were told they are welcomed to come by the office and see the vote count but it will not be posted.

Jeff Pike advised that he will not be interested in the cleaning contract, so Eldon approached Shea Dye, since he is a part time gate employee and covered by insurance. He agreed to help until the end of the year. Tracy will keep a time sheet for his extra hours. Judson moved we hire him for the rest of the year. The motion carried.

Dark Insurance quoted on a \$1,000,000. coverage policy. (Information is attached.) Tracy is still getting quotes and will hold Dark's to compare. John moved that Eldon and Tracy decide on the quotes to expedite the matter. The motion carried.

Mark Allen Treadwell, attorney was our guest and has been retained at the rate of \$400. monthly for 3 hours and \$150. hourly after the first three hours, until the end of the year. See letter attached.

Some discussion between board members and Mr. Treadwell followed.

Q: If the golf course owner should close nine holes, can condos be built?

A: Covenants are silent as to golf course construction. The Association has the right of approval of construction but would probably have to go to court.

Q: If 99 condos become residential, will they pay residential fees?

A: *Yes.*

Q: Does the Board have authority over the ARC?

A: Yes, if you don't like what they do, fire them.

Q: It is the objective of the Board to bring all areas under the '87 covenants. A letter to residents is attached.

A: Determine conveyance of sewage ownership.
Owner told board understanding ownership.
Write letter after overlooking deeds.
Fee for easement rights is negotiable.

Mark Allen will be contacted about a contract after the budget is set.

We received a bill from Jeff for 18 hours' work done in the amount of \$350. John moved we pay him. Motion carried.

Jim reported that the road to Andrew Davis' property is to be surveyed. The road committee will review the survey and approve it for work to be completed in about one week.

Frank Greer's report on his sewer findings is attached.

Tracy reported that she has not received a quote from the Dadeville firm about decals. She will call them tomorrow.

Judson worked on the gate today, added hydraulic fluid, but it still doesn't work well. He will work on it again and is checking on repairing the arm locally and getting a cost estimate. Gate 34 monitor isn't working so cannot prevent vandalism. The camera should be adjusted in order to capture license plates for identification.

Eldon asked if permits should be given for bow hunting. Jim said he had a big problem even discussing hunting on the property with a former board and would not like to get into this situation again. Posted signs will be exhibited.

Ladelle reported that the Alabama Power Company will need to be a secondary insured under a \$2,000,000. policy, if we use property under the power lines. They will need to know the exact location and what we plan to use the property for; also, what will be placed on the property. They will meet with us when we make a decision, draw a site plan and then if given approval, may go ahead. Usually they can meet within two or three weeks. The person to contact is Harold Roberts, Transmissions Engineer in Anniston, Engineering Dept. of Alabama Power Co., 1-800-454-1227.

A swing set has been placed in the center area at Eagle Peak without approval and against covenants. No one claims the swing after checking with residents and requesting removal. It has not been removed. A notice will be placed in the newsletter to the effect it must be moved within 30 days.

Jim suggested approved minutes be posted on website.

Jim also stated that the roads committee will meet at his house tomorrow and he will resign as chairman and from the committee and at the same time suggested Murray Neighbors to replace him on the committee. Judson moved to accept Murray on the committee. The motion carried.

Eldon distributed committee assignments to board members.

Next meeting will be Wednesday, December 17, at 9:00AM, with Tina.

We will meet again Monday, December 22, at 7:00 PM, and all Mondays in January.

We will arrange a meeting with Greg Darden after New Year's to tour the sewer facility.

Meeting adjourned 9:20 PM.


Ladelle Russell
Secretary

Board Meeting
December 15, 2003
SWRA

Call to order:

Eldon Johnson to introduce any visitors:

- ☐ Mark Allen Treadwell Attorney *didn't attend*
- ☐ Don Herring - Resident *"*
- ☐ Kent Hamby *"*

Procedures to making presentation to the Board:

- ☐ Dr. Johnson

Minutes of last meeting: Ladelle to read

Treasury Report:

Unfinished Business:

- ☐ Committees: Dr. Johnson to report on Status
- ☒ Andrew Davis - Road Obligation - Jim Koeppen to report on Status
- ☐ Sewer Extension - Frank Greer to report on Status
 - 1. Tracy sent letter-requesting map of showing where lines will go.
 - 2. Grady Harmon and Greg Darden to attend next meeting.
- ☒ Jim Russell - Ladelle to report on findings from Alabama Power.
- ① ☐ Maintenance Contract - Tabled until budget in place
 - ✓ 1. Jeff Pike withdrew bid for services - felt this was in best interest of Tracy
 - ✓ 2. Jeff turned in bill for services rendered since auction
 - ✓ 3. Found out maintenance person will need to either have own insurance or be covered under our liability and workers comp.
 - ✓ 4. Dr. Johnson spoke with Shea Dye (gate captain) about doing our maintenance.
- ② ☒ Liability Insurance & Auto Insurance: Tracy to report on Status
 - 1. Working on getting quotes from : Bob Buice helped complete form to send in for quotes
- ☒ Decals - Jim Koeppen went to sign company in Dadeville to get quote - Tracy has not heard back from them.

- ☒ Greg Darden – said to let him know when would be a good day to tour Sewer Plant
- ☒ Gate Problems: Judson to report on Status

New Business:

- ☒ Meeting with Tina Britton Wednesday 17th at 9:00 A.M.
- ☒ Property Owner letter / to be mailed with maintenance fee bills
- ☒ Bow Hunting Permits
- ☒ Covenant Violation – Swing set at Eagle Peak ?

SWRA Board Meeting
December 8, 2003

The meeting was called to order by Eldon Johnson, President, at which time he introduced Gary Outlaw of Vision Landscapes, who explained the contract with us and answered questions. He indicated that the irrigation system needs repair on the electrical control unit. Eldon asked Judson Edel and John Durr to research needs and determine what can be done.

Minutes of the last meeting were read. Officers should read, President and Vice President instead of Chairman and Vice Chairman. Correction was made and minutes were approved as corrected.

^{SP}
Tina Brittain wants to meet with us Thursday, December 11, at 5:00 to discuss the budget.

PNT Cleaning contract expires this month. The Pike's property Service, Inc. bid was tabled again until the budget is approved. Jim Koeppen moved that Eldon negotiate a rate with Jeff Pike to take care of emergencies until we get a contract. The motion was seconded and carried.

An obligation from the previous board concerning paving a length of Fernbrook Drive, approximately 300 feet, past the property of Andrew Davis, at a cost of \$15,000, with pressure run only at this time, and asphalt later, when his home is finished, was discussed. Because this has been done in the past, it is believed it should be done at this time. Funds will be used from a line item to be determined at our Thursday meeting with Tina. Jim Koeppen moved that we take care of this and make a determination as to further situations. The motion was seconded and carried.

A letter was received from Harmon Engineering & Construction Co. requesting permission to install a sewage force. Tracy will write to Harmon asking for more detail about location of the line. Frank Greer will get more information on sewers for us.

Jim Russell has asked to purchase the trailer storage area which is located in the center of property recently purchased at auction. His offer is \$5,000.00, and 18 months use until property owners can be located and notified. Ladelle Russell will contact Alabama Power Co. to determine if property deeded SWRA under power lines can be used for any purpose.

Upon transfer of properties to SWRA by the Foundation, they cancelled all liability insurance they were carrying. We are now uninsured. Tracy has contacted several agencies for coverage but, so far, has been unsuccessful. John Durr offered to contact Alfa, since he does some business with them.

Eldon read a letter from SWRA to Wayne Teague, accepting his resignation as President of the Association and recognizing his outstanding leadership for a number of years.

The board will meet again next Monday at 7:00 PM at the SWRA office.

Mark Allen will meet with us.

Treadwell, ~~Stthom~~

John Gregory will continue his contract for pool service at Pineview and Highway 49 Fountain. He has reported that the Pineview pool has a leak but has not determined exactly where the leak is located. The company that repaired the pool last year will be contacted for assistance.

Tracy said she is getting quotes for making decals for autos and will report back to us.

Regarding use of the SWRA building, scheduling should be made with Tracy a week in advance at her discretion.

Persons who wish to be on the board meeting agendas, should make their request to Eldon at one board meeting ~~for the~~ *prior to the* following monthly meeting date. Those not on the agenda may visit board meetings but will not be allowed to speak.

2 Signature cards for the bank have been signed and a copy of the first minutes of the board should accompany them.

The gate monitor is broken. David Holder is the gate repairer. Judson Edel and Tracy will meet with David and determine what should be done.

Eldon is working on an organizational chart for the board. He will ask board members to serve on committees in the realm of their expertise.

He has appointed the Budget Committee as follows:

Sybil McLean

Eldon Johnson

Wayne Teague

~~Thaxton~~ Jordan

~~Jean Church~~

Bill Kent

Gene Chandler

Karen Phillips

It was moved and seconded that Tracy Pike be given the title "Community Manager", and an annual raise of \$2,500.00, plus \$150.00, monthly insurance. Also, Tracy and Shea Dye will be given Christmas bonuses of \$50.00, each and ~~three~~ other gatekeepers will be given \$25.00, each.

It was moved by Judson Edel that we adjourn.

Ladelle Russell
Secretary

Frank Greer's report on his sewer findings is attached.

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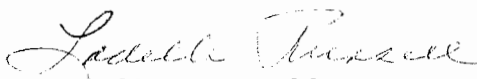
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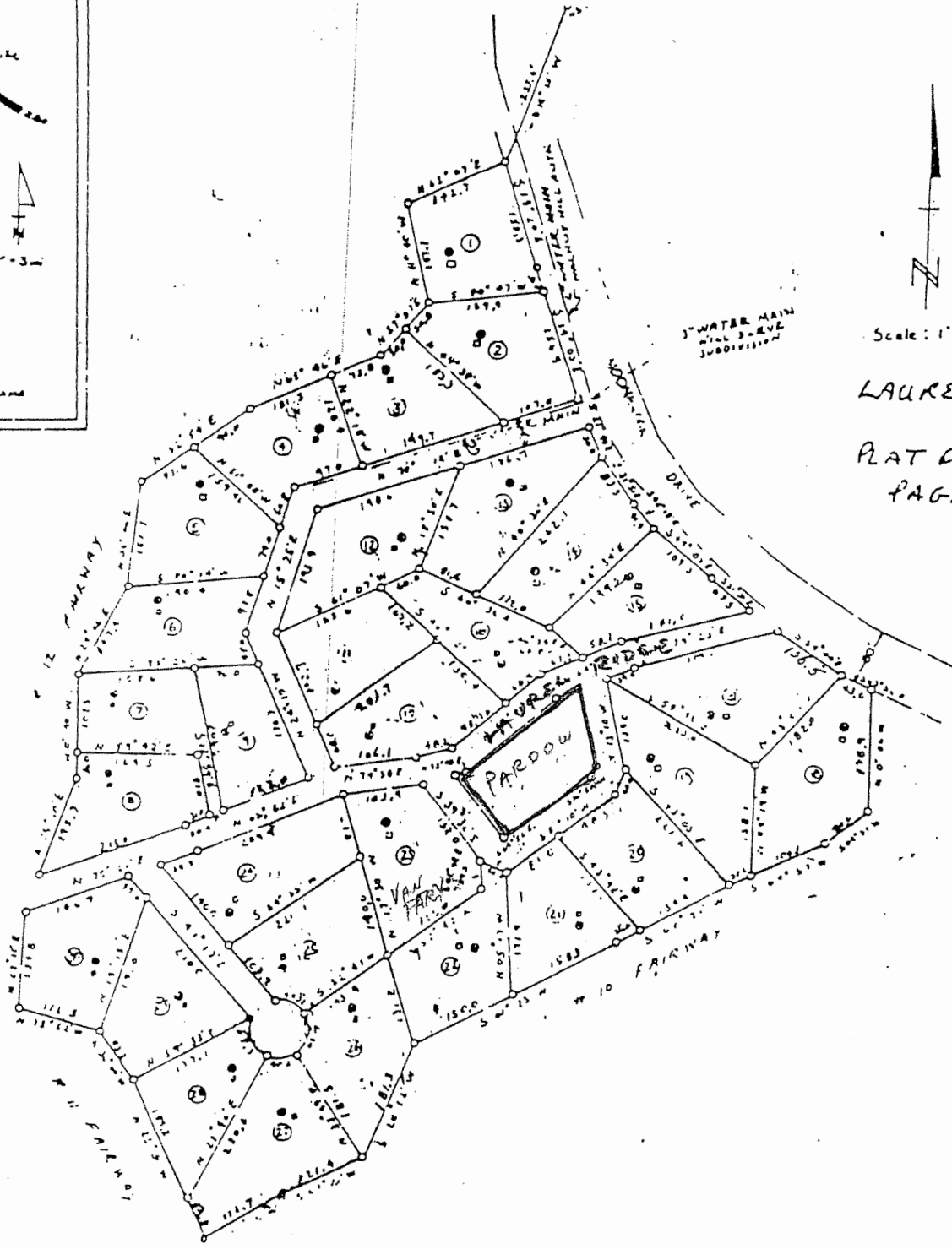
We will arrange a meeting with Greg Darden after New Year's to tour the sewer facility.

Meeting adjourned 9:20 PM.


Ladelle Russell
Secretary

ADDITION TO SWRA MINUTES OF 12-8-03, regarding trailer storage area.

Jim moved that, in lieu of Jim Russell paying \$5,000. for the trailer storage area, SWRA trade with him to relocate it on other property owned by SWRA, possibly land under the Alabama Power Company lines. Motion was seconded and carried. Eldon asked Ladelle to contact ALPCo. to see whether it is possible to use property under their lines.



PAGE 7

Handwritten musical notation on a five-line staff. The notation includes a treble clef, a key signature of one sharp (F#), and a series of notes and rests. The notes are written in a cursive, handwritten style. The staff is filled with musical notation, including eighth and sixteenth notes, and rests. The handwriting is somewhat slanted and expressive.

1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20

4
3
2
1
0

RECORDING Fee
TAX : 5.00
S : 1.50
R : 6.50
TOTAL \$ 14.50

RECORDED CARD

064207

No. _____

CLERK'S DLED OF REAL ESTATE

RECEIVED
DONALD H. FOR
JUDGE OF PROBATE

90 SEP 20 PM 2:12

STILL BEING
CERTIFIED BY
WALTON

THIS INDENTURE made the 14th day of August, 1990, by and between James M. Jones, as Clerk of the Bankruptcy Court for the Middle District of Alabama, PARTY OF THE FIRST PART, and Ronald J. and Lynda D. Pardo, PARTY OF THE SECOND PART; *Book 2 Vol 162-E*
Exhibit A. 3624

WITNESSETH the PARTY OF THE FIRST PART by virtue of the power and authority given by the United States Bankruptcy Court for the Middle District of Alabama, and in accordance with the Order of said Court dated June 27, 1990, does hereby grant, convey and release unto the PARTY OF THE SECOND PART, its/his/her heirs, successors and assigns forever, the following parcel of real property:

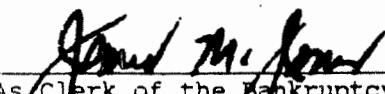
Unnumbered tract of land consisting of circle of land within culdesac, bounded on all sides by unnamed roads, Laurel Ridge Subdivision within Still Waters, pursuant to drawing of said Subdivision of Archie L. Suggs, Alabama Licensed Registered Surveyor #2086, dated October 12, 1978, recorded January 8, 1979, Plat Book 7 at page 7, Probate Office, Tallapoosa County, Alabama, said Lot being situated in the Northeast Quarter of the Southwest Quarter Section 1, Township 20N, Range 22E, said property lying South of Lots #10 and #16, North of Lots #20 and #21 and Northeasterly of Lot #23 of said Subdivision.

together with the appurtenances and also all the estate which the said debtor had, at the time of the filing of the petition in bankruptcy by it in said United States Bankruptcy Court for the Middle District of Alabama, in said premises, and also the estate therein which the PARTY OF THE FIRST PART has or has power to convey or dispose of, in accordance with the Order of this Court dated June 27, 1990. This conveyance is made or advanced without representation or warranty of any type whatsoever.

4501.00

TO HAVE AND TO HOLD the premises herein granted unto the
PARTY OF THE SECOND PART, its/his/her heirs, successors and
assigns forever.

IN WITNESS WHEREOF the PARTY OF THE FIRST PART has hereunto
set his hand and seal the day and year first above written.

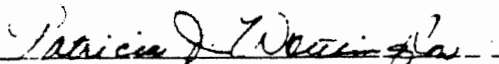

As Clerk of the Bankruptcy Court
for the Middle District of
Alabama and not individually

In the Presence of

STATE OF ALABAMA

MONTGOMERY COUNTY

On this 14th day of August, 1990, before me personally
appeared James M. Jones, Clerk of the Bankruptcy Court for the
Middle District of Alabama, to me known and known to me to be the
individual described in and who executed the foregoing
instrument, and he duly acknowledged to me that he executed the
same.


NOTARY PUBLIC

Prepared by:

Von G. Memory

P.O. Box 4054

Mont. AL. 36104

E-mail message

From: vpssp@charter.net (Peter Van Parys)
Date: Tue, Jan 13, 2004, 8:42am
To: wayneteague@webtv.net (Wayne Teague)
Subject: FY 2004 Proposed Road Committee Budget

FY 2004 Proposed Road Committee Budget

<u>Work Item</u>	<u>Budget Amount</u>
<u>Paving New Roads</u>	\$ 0
<u>Repaving/Overlays of existing roads</u>	\$ 60,000
Phase III Beach Island Trace - 669-873	
Birch Lane	
Eastwood Lane	
Moonbrook Drive from golf practice area	
to Lake View Ridge	
Unknown future requirements	
<u>Patching</u>	\$ 60,000
Walnut Hill/Utility Company repair	
91 Chinquapin Court	
Brookwood Lane @ Holly Ridge	
Laurel Ridge Drive @ Laurel Ridge Court	
Construction contractor/owner repair	
Laurel Ridge Drive	
Laurel View Road	
Intersection Crestview & Vista Wood Dr	
Intersection Magnolia Crest & Lake Vista	
View	
Lake View Ridge across from Living Waters	
Church	
79 Chinquapin Court	
Unknown future requirements	
<u>Pothole Repair</u>	\$ 10,000
192 Whisperwood	
738 Fairway Ridge	
93 Restful Cove (top of hill)	

Unknown future requirements

<u>Culvert Repair</u>	\$ 3,000
<u>Materials</u> (Crusher Run/Cold Patch/Riprap)	\$ 5,000
<u>Rental Equipment</u>	\$ 0
<u>Safety</u> (Signage/Reflectors/Striping)	\$ 7,000
Total	\$145,000

• Estimated cost of specific work items to be determined in February 2004 when Road Committee determines specific scope of work.

AT&T
all in one®
plan



Benefits

- A single plan that provides all the voice services your business needs
- State-to-State Long Distance and Toll-Free for a single, low per-minute rate
- Management is easy with ONE consolidated bill and ONE point of contact
- Unsurpassed service and reliability from a financially stable provider

AT&T All In One® A Single Source for All Your Local and Long Distance Service Needs

One Simple Choice: AT&T All In One®

AT&T can be your single source for ALL the telecommunications services your business needs. Now you can choose AT&T as your provider for Local, Local Toll, Long Distance, International, Calling Card®, and Toll Free services. It can simplify your day-to-day business by getting everything working together.

New, Simple Low Rates

AT&T All In One Local Service provides you with unlimited local calling at a competitive rate.

The Local line charge in: Alabama

is

\$36.25 per line.

Should you also subscribe to AT&T long distance service, you'll begin to receive our competitive rates, as shown below

Additional Rates:

Local Toll Calls	
In-State Toll Calls	
State-To-State Direct Dialed and Toll-Free Calls	6.9 cents

One Monthly Billing Statement

Receive only ONE bill for all your voice services when you choose AT&T. That means you write ONE check, use ONE stamp, and get ONE great service to handle all your calls. It's that simple! In addition, Online Billing and bill payment is available too! It's easy, convenient, secure and free.

One Experienced Telecommunications Company

Enjoy the convenience of dealing with ONE company that can handle all your current and future telecommunications needs. Whether you're calling across the country, across the street, or across the world you can rely on AT&T for a creative solution and reliable connection. After all, AT&T has been a stable world-class telecommunications service to small businesses and Fortune 500 customers for decades.

\$ 42 per line
\$126
fee



The simple choice is the best choice when it comes to most things, and the same can be said for choosing your voice service. AT&T All In One® Local and Long Distance Service is a plan that simplifies your life and your business with one bill and one point of contact for your local and long distance calling. Now the best choice gets even better – sign up now and receive a \$75 gift card!

The reward for keeping it simple: a \$75 gift card!

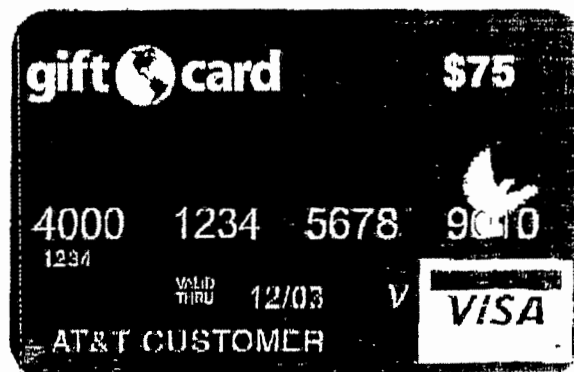
Sign up for AT&T All In One Local and Long Distance Service and get a \$75 gift card!

You'll also enjoy these All In One benefits:

- A competitively priced local calling plan
- Your choice of convenient calling features like Voice Mail, Caller ID and Call Waiting
- Great rates for your state-to-state calling on AT&T's world class network
- Competitive in-state long distance, Calling Card and Toll Free service rates
- One simple combined bill from one provider

With AT&T All In One Service, you'll enjoy a low, flat rate local calling plan and competitive in-state and state-to-state rates. Once you've experienced AT&T's simplicity, reliability and unparalleled customer service, you'll see why AT&T All In One Local and Long Distance Service is the best choice for small business customers.

So sign up now and start thinking about what you'll do with your \$75 gift card!



New All In One bundled customers only. Gift card expires 6 months from date of issue. Gift Card program governed by ICARD System. Limit one offer per customer. An additional \$1.50 surcharge applies per each state-to-state calling card call. The AT&T All In One minimum monthly usage charge is waived for AT&T Local Service subscribers. XAT&T Local Service is not required. AT&T requires at least \$15.00 in qualified usage per AT&T All In One account. Qualified usage types are directly billed state-to-state long distance, international long distance, local toll, person-to-person, toll-free, and/or calling cards. Any combination of qualified billing can be used to satisfy the \$15.00 requirement. If your account has a balance over \$15.00 from any source, you will be billed for your second usage plus an additional \$16.33 monthly service charge. AT&T assesses a monthly Carrier Line Charge of \$1.20 per line. A LCC charge equal to the quarterly LCC contribution from established by the FCC will apply. This notice can be found at http://www.fcc.gov/consumers/your_rights/your_rights.html. An Administrative Expense Fee of 0.74% is applied to the total net interstate and international charges. A Property Tax Allowance charge of 0.91% applies to local service and an international charge. A Local Number Portability Surcharge (15 cents) and a FCC Rule order Line Charge apply per line. A Federal Regulatory Fee of 0.33% will be assessed on state-to-state and U.S. billed international charges. The following services are not included: federal government for regulatory costs and telecom services for the hearing impaired. Beginning with bills rendered on or after April 1, 2002, the Federal Regulatory Fee and Property Tax Allowance will be combined into a single charge displayed as a single line item. Property Tax Allowance and Terms and Conditions are as specified in relevant state tariffs and are subject to change. Service is subject to available facilities. The gift card will be mailed upon successful completion of both AT&T All In One local and long distance service.

The Cemeteries of Still Waters Resort Property

By: Joseph Wayne Temples

The first cemetery is the Canada Cemetery. There is a map of Tallapoosa County that list cemeteries in the county and the map has this cemetery listed as the Spain Cemetery. There are Spains buried in this cemetery and I am very safe to say that the person naming this cemetery for the map wrote down the easiest name from the markers, That being the name Spain. No place in the death records of the 1800's did I find places of burial listed as the Spain Cemetery. I did find burial places listed as the Canada Cemetery in the death records of 1881-1900, Tallapoosa County records Dadeville, Alabama. This cemetery has also been listed in family histories as the Canada/Threadgill Cemetery. There are Threadgills buried in this cemetery.

The first person to be buried in this cemetery was Thomas McBurnett, born circa 1780, died circa 1848. Mr. McBurnett purchased this parcel of property on the first day of January 1846 from Mr. William Cox and wife (Deed book E, page 5 Tallapoosa County Records). Sarah Smith McBurnett died sometime after 1860 and is also buried in the above cemetery.

Others buried in this cemetery are; Edward J. (Ned) Canada and wife Snowy McBurnett Canada (daughter of the above T. & S. McBurnett), Infant Johnnie Temples, Infant daughter of J. and Shakelford Canada Mullican, Elizabeth Smith Spain and Littleberry Spain, James A. Threadgill and Mary Hannah Spain Threadgill, Tunnice Bice, Infant Byce, George W. Greer, Co. H 14 ALA. INF. C.S.A., Snowy F.W. Umphress, James Morris, Edmund Umphress, wife #1 Sarah Canada Umphress, and wife #2 Mary Umphress, Harriett Amanda Spain Smith, inscription on Harriett's grave "She became a member of the Baptis Church in 1864 and left evidence that she was born of the Spains) and on the same marker "In memory of infant Ollis T. Smith, daughter of J. W. and H. A. Smith"., Lucindie Threadgill, Infant William H. Threadgill, Miss M. C. Column.

The following deaths and burials were found in the Death Records 1881-1900, Tallapoosa County Records, Dadeville, Alabama. These graves are unmarked. Alford Johnson died 7/27/1895 in Beat 9, 56 years old, Black, buried in Canada Cemetery, Book 1888, Page 71.

Sam Porch died 8/4/1895 in Beat 9, 4 years old, White, buried in Canada Cemetery, Book 1888, Page 72, Dr. Hart pronounced death.

Child of Dan and Lu Scott, 2 years old, White, Buried in Canada Cemetery, Book 1888, Page 72, Dr. Hart pronounced death.

William Dunn died 12/27/1895 in Beat 9, Black, buried in Canada Cemetery, Book 1888, Page 75.

Hester Johnston died 3/28/1896 in Beat 10, 82 years old, Black, buried in Canada Cemetery Beat 9, Book 1888.

Allen Adams died 7/11/1896 in Beat 9, 25 years old, Black, Buried in Canada Cemetery, Book 1888, Page 82, Dr. Veazey pronounced death.
Caroline Canada died 3/31/1898 in Beat 10, Black, 90 years old, buried in Canada Cemetery in Beat 9, Book 1888, Page 99.

StillWaters Resort and surrounding area is in Beat 9 and Beat 10 included the area across Blue Creek (Lake Martin) from StillWaters.

Information for this article furnished by Betty Jean Wilson Jackson, Pell City, AL Great Great Grand-daughter of Edward J. Canada and Snowy McBurnett Canada and Great Great Great Grand-daughter of Thomas McBurnett and Sarah Smith McBurnett and by Joseph Wayne Temples, Dadeville, AL Great Great Grand-son of Edward J. Canada and Snowy McBurnett Canada and Great Great Great Grand-son of Thomas McBurnett and Sarah Smith McBurnett.

See locator map for the location of this cemetery on StillWaters Resort Property. Location is marked Cemetery No. 1

The second cemetery is the Porch Family Cemetery.

There are only two (2) marked graves left in this cemetery. They are infants and probably children of the former Porch slaves. There is evidence of damage to this cemetery. The two (2) markers left are marked; William Porch COL , Born 10/23/1878, Died 11/2/1879 and Jesse W. Porch COL , Born Mar. or May 1888, Died ? 1889

In the mid 1950's my late father Ned Temples and I (Joseph Wayne Temples) escorted a Mr. Charles Porch from Baytown, Texas to this cemetery. At that time there were more grave markers located in this cemetery.

See locator map for the location of this cemetery on StillWaters Resort Property. Location is marked Cemetery No. 2

Information for the Porch Family Cemetery furnished by Joseph W. Temples, Dadeville, AL. Bryant Porch married my Great Aunt Sarah Ann Canada Porch.

The third cemetery is the Umphress Family Cemetery.

This cemetery is located at the end of Sun Set Point Drive in the circle. There are no marked graves. There were rocks placed for the head and foot markers as I remember from hunting in this area with my late father Ned Temples. Daddy remembered these old cemeteries from traveling through this area with his grandfather (Elisha Temples) in the very early 1900's. The Umphress Family owned a large parcel of land in this area and sold the land to Alabama Power Company in 1924.

Source for the sale of this property from Umphress to Alabama Power Company is found in Deed book M, Tallapoosa County Records, Dadeville, AL

See locator map for the location of this cemetery on Stillwaters Resort Property. Location is marked Cemetery No. 3

Information for the Umphress Family Cemetery is furnished by Joseph W. Temples, Dadeville, AL

Court of Probate November Term 1850

Edward J. Canada } *Application for License to Retail*
Ex parte }

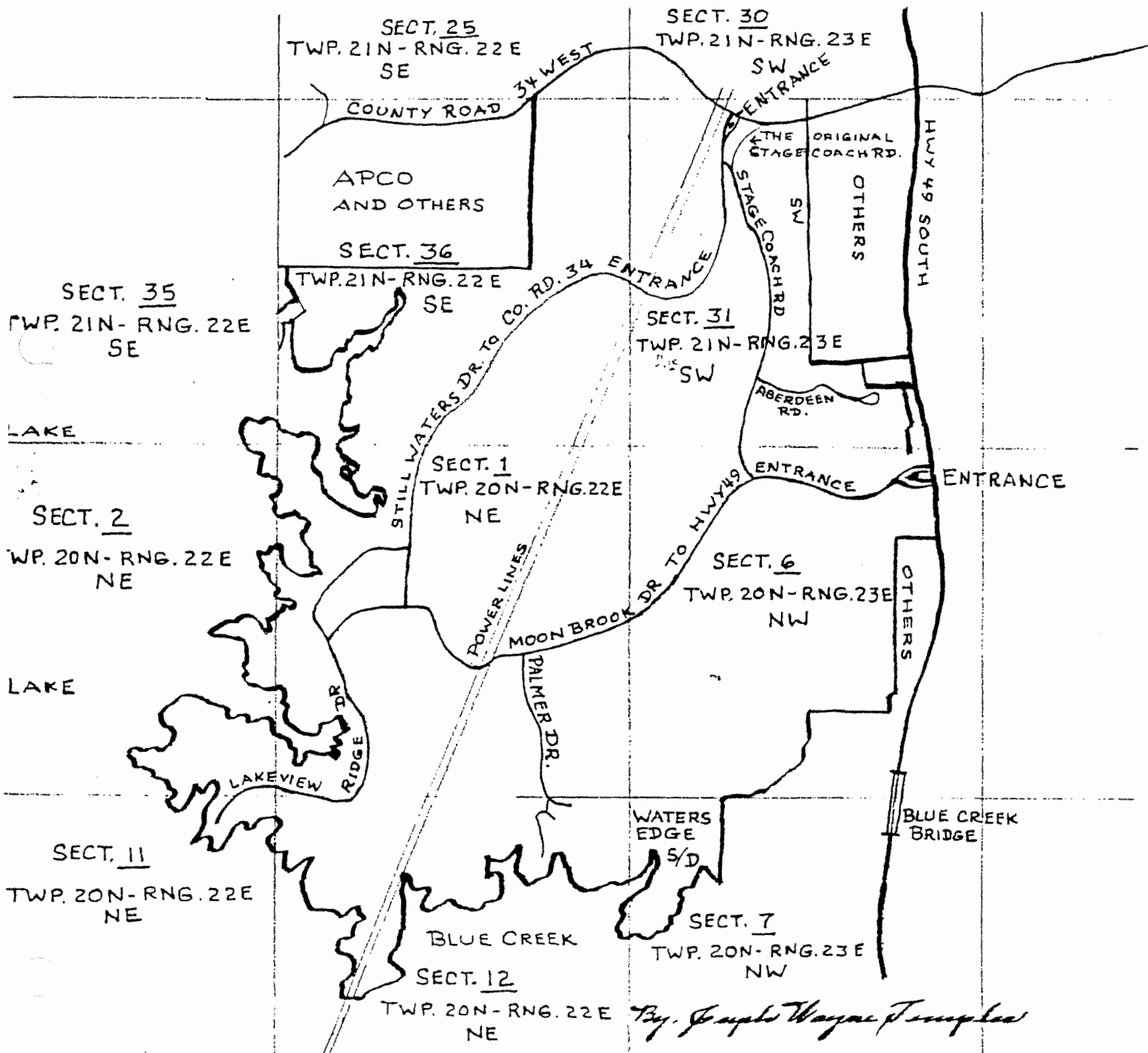
On this the 11th day of November 1850 came Edward J. Canada, who applies for License to Retail Spirituous liquors and it appearing to the satisfaction of the court that the said Edward J. Canada has fully complied with the requisition of the statute in such case made and provided. It is therefore considered by the court that license to retail Spirituous liquor, at a place known as Canada Mills, or near there, be granted to the said Edward J. Canada, for the term of one year, commencing from this date.

M. C. Lain, Judge of Probate

I made a copy of the above from the minutes of the Court of Probate record book November Term 1850. This is a true copy.

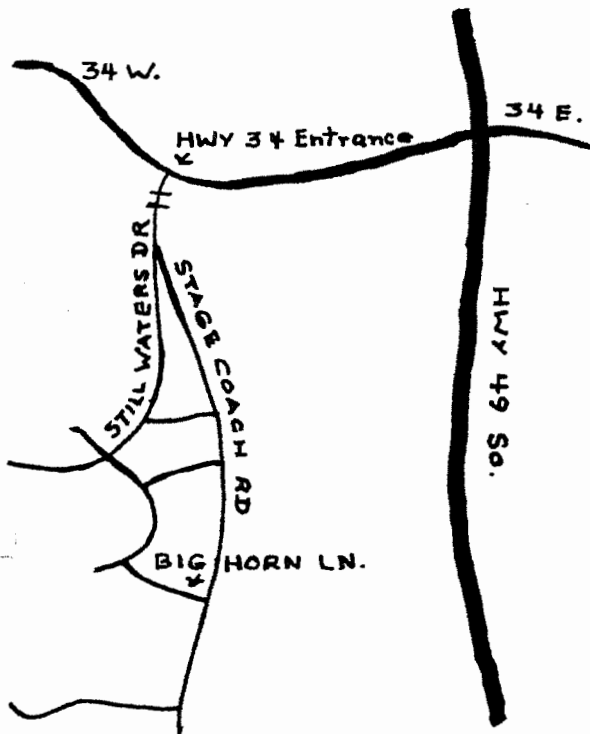
Joseph W. Temples

Outline Map of Still Waters Resort Property



By *Joseph Wayne Tompkins*

28th Day of July 2000



THIS GRAVE IS LOCATED IN
TWP. 21N-RNG. 23E - SOUTHWEST
SECT. 31
 TALLAPOOSA COUNTY, ALABAMA

Entering Hwy. 34 West entrance to Still Waters
 On Still Waters Drive. Turn right on Stage
 Coach Road, proceed to Big Horn Lane. At the
 Entrance of Big Horn Lane there is a metal
 Water valve cover in a square of concrete.
 Take 104 average man steps WNW from this
 Concrete square to a stake on the right
 Side of road that reads 2/22. Look down near
 The small stream of water and there is the
 Rock grave marker of an unknown infant/
 Child.

By: *Wayne Temple*, 13 Nov.
 2002



Fax

To: <u>Tracy Pike</u>	From: <u>AT&T Local Service</u>
Fax: <u>256-825-2991</u>	Pages: <u>3</u>
Phone: <u>256-825-2990</u>	Date: <u>2/11/04</u>
Re: <u>AT&T AIO Local Service</u>	CC: Agent Name: <u>Maria Thomas</u>

☐ Urgent
 ☒ For Review
 ☐ Please Comment
 ☐ Please Reply
 ☐ Please Recycle

• **Comments:**

Here is the information that you requested regarding AT&T's AIO Local service offer. We look forward to servicing you right away, so please call your Sales Agent back and we'll get you enrolled with AIO as quickly as possible. Your Sales Agent would also be happy to answer any questions that you may have.

So call us today at 1-866-874-4950 Monday through Friday 8:30 AM – 5:00 PM eastern standard time

I. SWRA - Master Association:

Authority - Responsible for maintaining gates & entrance features, maintenance and repair of all existing roads, mowing of all existing road sides, upkeep of Pineview pool, tennis courts, Moonbrook Park, various common areas within older condo developments (Redbud, Eagle Peak, Poplar Point, etc.) and the trailer storage area - also responsible for enforcement of covenants.

Areas subjected - All areas of the resort **except** the following parcels that are not subject to any association: the commercial parcels recently created on Hwy. 34 & 49, the commercial parcel just purchased by the StillWaters Fire Department, all Marina parcels, Welcome Center, Conference Center, "Hotel" parcel, the 34 & 49 gate offices, the old Admin. building, Sunset Point Clubhouse/Pool, golf courses & clubhouse and the sewer plant. (The following will automatically be subjected to SWRA if developed as residential: Hwy 34 office parcel, Marina parcels, Conference Center and the "Hotel" parcel)

A. Golf Colony Association:

Authority - Responsible for the maintenance of the exterior of all buildings at Golf Colony (not including air conditioning units), the parking lot, pool and common grounds. The current board is controlled by BFA Liquidation Trust (the turnover election will be held in early December). Any rentals must be registered with the board and can only be placed with a licensed real estate agent approved by the board.

Areas Subjected - All 52 units in the Golf Colony complex and it's common areas.

B. Sunset Point I:

Authority - Responsible for the maintenance of the interior and exteriors of all 8 buildings and the common areas around the buildings, including parking lot and dock.

Areas Subjected - All 8 units in the Sunset Point I complex, including the playground/beach area between SSPI and SSPII buildings.

C. Traditions:

Authority - Nothing at this time. There are no Traditions amenities or association owned common property that requires maintenance. Once the Traditions Association actually has amenities specific to that association - that board would have authority to form a budget and collect fees to pay for those amenities. (All rules and regulations must meet the minimum requirements of SWRA, if they do not then SWRA has authority to require compliance with the master association covenants).

Areas Subjected - Auction areas 25, 26, 27, 31, all undeveloped (non-commercial) areas east of the Hwy 34 office, Highlands Tracts A & B, Sunset Point II & III and the newly formed parcels at Sunset Point (Sunset Point I and the Sunset Point Clubhouse/Pool are **not** subjected to the Traditions). At this point the only developed areas in the Traditions are Highlands Tract A (whose roads are/will be owned and maintained by SWRA) & SSPII & III (who have sub-associations that maintain all of their common areas).

1. Sunset Point II:

Authority - Responsible for the maintenance of the exterior of all three buildings in the SSPII complex, including parking lots, common grounds, docks and wet slips. Responsible for the maintenance of the interiors of the 15 time-share units in the association.

Areas Subjected - All 20 units in the Sunset Point II complex.

2. Sunset Point III:

Authority - Responsible for the maintenance of the exterior of the two buildings in the SSP III complex, including parking lots, common grounds, docks and wet slips.

Areas Subjected - All 14 units in the Sunset Point III complex.

Tracy Pike

From: amanda gilliland nancygilland [nag55@charter.net]

Sent: Wednesday, February 18, 2004 4:42 PM

To: wayneteague@webtv.net

Subject: SWRA Annual Meeting

Wayne, My name is Amanda Gilliland. I live ar 25 Lunker Lane across from the Marina. My concern that

I am presenting to the Board is the lack of control that people have over their animals. I am an animal lover. I have dogs myself. They lived inside with me or they are on lease when I go outside. I grew up in Al. and moved to Ga. for 23 years where they had a lease law and it was

great.

I moved back here because of a disability and to take of my Mother. She passed last Sept. So, I'm home all the time and I see a brown boxer mix and a black shephard mix constantly roam through my yard and also Monroe, the Basset, and use my yard as a bathroom facility. I

certainly

do not appreciate this. The black shepard caught one of my pet squirrels that had raised in

my

backyard. I hurried out and stopped him aand the boxer and the basset. All three were

together.

You may laugh at that, but I'm a retired R.N. and the birds ,squirrels,and chipmuks keep me

enter-

tain and I feed them and they are very tame especially the three squirrels that raised in the

back.

There is also a black cat I constantly have to run off. I just wish everyone would take

responsibility

for their own animals if they are going to own them. Wayne, can this this please be

discussed at

the meeting. I planned to be there. There seems like there could be something more than

just a

letter sent to the owners. It's not the dogs' or cat's fault.

Thanks, Amanda

825-5385 nag55@charter.net

2/19/2004

SWRA BOARD Meeting
February 18, 2004

The meeting was called to order by Eldon Johnson, President, and he introduced Sharon Vanoy, a representative with Berney Office Solutions. Ms Vanoy presented a lease program, trying to economize in our copying needs. Ladelle Russell moved, Judson Edel seconded and the motion carried that we accept a contract as outlined by Ms Vanoy for leasing and servicing a 27 copies per minute Copier/Fax/Printer at \$244.11, plus maintenance volume 4000 monthly (overages @ 0.0155) for \$62.00, monthly; a total of \$306.11, monthly, a five year contract. A written contract will be delivered for our signature. *Present system 360.96, This new system will save 54.85, per mo.*

afers Judson Edel and Dr. Johnson talked to the Tax Collector because a tax bill was sent to 68 Still Waters Drive for 2003 in the amount of \$1,097.00, and it has been paid. Next year, 2004, the amount will be \$2,337.00, with the five additional pieces of property we acquired. We do not own powerline property South of Vista Wood, ~~that is part of golf course property. We do own the small building in the parking area at Villas on the Green, which may cover a deep well with a motor to operate the water wheel at one of the villas. Wires have been disconnected, and no power or maintenance is required, as far as can be determined at this point.~~ *mit*

Taxes were taken from the line item of the emergency fund in the budget.

John Durr will meet with Mr. Waldrop, owner of property on Hwy 49, concerning him giving us 10' back to the tree line in order to save landscaping in the area. *mit 10'*

Discussion was made concerning revamping telephone service. Tracy Pike had gotten information from AT&T. ^{Edel} We are now on Bell South service. Judson/suggested she contact ~~them~~ ^{AT&T} again as to whether there are any add-on charges not discussed and other concerns about modems. She will report Friday.

In discussing the budget, \$100.00, will be added to rent for the one time use of Camp Civitan for the Annual Meeting, March 5.

mit Judson Edel suggested that Gate 34 may need to be closed but Jim Koeppen said it cannot be closed because of automatic back-up by outside fire departments and emergency service who must use this entrance.

*2 suggested
AM To 7 PM* John Durr will meet with Gary Outlaw this afternoon. Lights have been cut down to hours 10 'til 5 to reduce electric bills on the pumps. Pine straw was purchased and installed by Carlos McDaniel at a \$4.00, per bale instead of the \$6.25, quoted by Vision. Some water meters have been cut off which were servicing the trailer at 49 and the golf course, that we had been paying for and it did not effect our water use, so this should save on water charges.

Roads' budget is the only flexible we have, so we have deducted there to take care of some other needs. The residents want three things: security, roads and landscaping. Photos have been made to document road conditions. Walnut Hill is the worst offender.

One property lien was erased today, by payment of two years fees. We need to set a late charge as liens do not effect how debtors respond. Jim Koeppen outlined a system the SWVF&R is using to collect back fees. He will check out exactly how Sharon Hidden handles theirs before submitting to an attorney in Birmingham for a letter. Judson Edel moved, John Durr seconded and the motion carried that we pursue this method of collection.

Back to roads: Past four years the committee has run out of funds. If we do just what is required now, we will already be out of funds. We have 17 miles of side roads and 5 miles of main roads. It costs \$6.25, per square yard to repair and \$73,333.00 per mile to resurface, without removing the old surface.

John Durr reporting on common areas, says the tennis courts are badly cracked and really need resurfacing. Approximately 40 tennis players are in the area and this is an amenity that we need. Roundup was purchased to spray the weeds in the cracks to make the surface more playable. We need to consider trying to do some work here as soon as possible. The leak in the pool still has not been located and is now thought to be in the pool itself. We might consider fees or memberships for use of the pool to create funds for necessary maintenance. Some residents would enjoy a swim team or other group activities.

The black and white framed prints will not be auctioned at the annual meeting.

March 5, at the annual meeting the budget will be presented. We will try to get an overlay or powerpoint and overhead projector. It was suggested that Syrol McLain set a procedure for paying bills.

Tracy will give a list of codes to each chairman so he will know what account should be charged for expenditures for committees. Tina will give a monthly report showing how each account stands with its budget.

Poplar Point has a tree that needs to be taken down. Jeff will look at it to see if he can take care of it.

A bill was received from SWVF&R for each common area @ \$20.00, a total of \$320.00.

Judson Edel moved and Jim Koeppen seconded that we approve the budget as finalized. The motion carried.

It was suggested that the Neighborhood Council come up with some ideas for raising funds since our budget is so tight.

Income from the ARC is listed under other income in the budget. They might charge impact fees, fines, permit fees or storage fees of maybe \$100.00, per year.

Dr. Johnson asked that all committee chairmen make list of all real needs before March 5.

~~Seventy~~^{Sixty}-six residents only pay \$100.00, residential fee each year. Two paid the extra amount this year.

Next meeting will be Friday, February 20, 9:00 AM. Regular monthly meeting will be on Tuesday mornings at 9:00 AM.

Meeting adjourned.

Ladelle Russell

Ladelle Russell
Secretary

Syrol McLain only member absent.

Minutes approved as changed.

SWRA Board Meeting
February 9, 2004

President Eldon Johnson called the meeting to order and introduced residents from Moonbrook Villas: Willowdan Hendrix, Bob Bice, Jim Kiker, Paul Cobb, Rex Evans, and Joe Leamon and Greg Darden, representing Harbour Point. This group is here to discuss the situation with the lift station located in the Moonbrook Villa area and try to determine where responsibility lies. Rex Evans read from the HUD report that the sewer system and lift stations are wholly owned by the developer. Terms and Conditions of Sale at the Still Waters auction states that SWRA has no responsibility for maintenance of lift stations. Greg Darden said he will discuss this with their attorney to see if they can accept the Moonbrook lift station. The Board will also do further investigation. we were unable to come to a conclusion in the matter but suggested that the residents need to get more information from the courthouse and may need the advise of an attorney to determine property owner and if he will accept ownership or take responsibility.

The budget was the next item on the agenda. After a line by line discussion and alterations were made accordingly, a final copy will be presented at the next meeting to be approved.

A letter from Mark Allen Treadwell regarding commercial properties maintenance fees was mentioned. A copy is attached.

Tracy Pike and Eldon Johnson reported that from billings of \$442,000, for maintenance fees, \$317,476. has been collected at this point. We still have a large sum outstanding from years past, with leins on some properties, mostly owned by Still Waters residents. There was a discussion as to other methods of collection, such as, adding late fees of 10% on total balances due, cancelling entry cards, and no ID cards or decals will be issued until fees are paid in full. *leins*

Road Specifications and Sewer Line Specs for SW Drive were approved.

A request from Harmon Engineering for sewer line to go under the road at Gate 49 was approved, with the stipulation that the line cannot be extended beyond Still Waters property lines. A letter will be sent to Harmon and Waldrop to this effect.

Under new business, a number of framed prints are owned by SWRA but we have no place to display them. What can we do with them? Suggestions given were to donate them, offer them at auction at the annual meeting, or give one as a door prize at the meeting. This will be given further thought.

The annual meeting will be held at the Civitan Club on Hwy. 34, March 5, at 7:00 P.M. John Stephenson, Manager, asked that we pass the hat for a fee to them. We do ^{not} want to do this and suggested a \$100. contribution.

Dr. Johnson decided to dispense with reading of the minutes due to the late hour.

358.50

82.50

* Judson Edel reported that the guard will continue trying to slow people down at the gate. It costs \$150. each time we have to weld the gate and \$284. to replace the gate. He will set the time on the gate opening to allow only one car to pass. This was approved after a motion by Syrol McLain and seconding by John Durr.

Eldon Johnson asked board members to look at the budget again and let Tracy Pike know of any additional changes suggested.

Next Board meeting will be Friday morning at 9:00, February 20.

Meeting adjourned.

Ladelle Russell

Ladelle Russell
Secretary

All members present except Jim Koeppen.

* These amounts were adjusted by Judson Edel to include installation labor.
Minutes approved as adjusted.

OLIVER-TREADWELL, P.C.

ATTORNEYS AT LAW

129 WEST COLUMBUS STREET

DADEVILLE, ALABAMA 36853-1308

TELEPHONE: AREA CODE 256

825-9296

FAX: 825-5667

JOHN P. OLIVER, II
E-mail: jpo2@olivertreadwell.com

MARK ALLEN TREADWELL, III
E-mail: markallen@olivertreadwell.com
Website: olivertreadwell.com

J. PERCY OLIVER (1868-1943)
SAM W. OLIVER (1904-1967)

February 6, 2004

Dr. Eldon Johnson
President, Still Waters Residential Association
69 Still Waters Drive
Dadeville, Alabama 36853

RE: Commercial Properties-Maintenance Fees

Dear Dr. Johnson:

As indicated to you by letter dated January 14, 2004, we found additional recorded documents related to the issue of charging maintenance fees to commercial properties within Still Waters. In all actuality, we found these documents while performing an analysis of issues related to the closing of the Legends golf course.

In essence, following the sale of commercial properties at the bankruptcy auction, the marina, marina condominiums, golf courses, sales office and other properties were granted an easement on all private roads within Still Waters. As you will note, the debtor in bankruptcy, the "Developer," still retained the rights to subject certain properties to the covenants. In this light, it appears, prior to conveying the private roads to the Association, the developer (or the duly authorized designee of the bankruptcy court) conveyed easement rights to access all road within Still Waters effecting all commercial properties within Still Waters.

While we have not conducted any detailed research, it may be possible to go back into the bankruptcy proceedings and request the court to enter an order specifically requiring payment of maintenance fees as a condition of granting the access easement over the private roads. Such action would be in the Arizona bankruptcy court and would require engaging a bankruptcy lawyer in Phoenix. We would be glad to discuss this alternative at your convenience

As set forth in our letter dated January 13, 2004, we still believe the proper course of action is to reach an agreement with owners of the various commercial properties regarding payment of a fair maintenance fee assessment. However, contrary to our original commentary, there is no longer the leverage that the commercial properties had no contractual right to use the

Dr. Eldon Johnson
February 6, 2004
Page two

roads. Nonetheless, we are confident a court would require a contribution due to the excessive usage the commercial properties present over the roads.

Please advise if there are any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Allen Treadwell", followed by a small circular mark.

Mark Allen Treadwell

MATIII/1

Tracy Pike

From: Peter Van Parys [vpssp@charter.net]

Sent: Friday, February 06, 2004 7:45 AM

To: Tracy Pike; Jim & Toni Koeppen; Bryan Torres; Don and Sandra Herring; Murray Neighbors

Subject: Proposed revised Right-of-Way Spec

Revised February 6, 2004 – Changes in Italics

SPECIFICATION
FOR
EXCAVATION & REPAIR OF DISTURBED AREAS IN RIGHTS-OF-
WAY ADJACENT TO SWRA/RESIDENTIAL/COMMERCIAL
PROPERTY

1. **Definition.** A 'right-of-way' for the purposes of this specification is the area approximately 10 feet in width from the edge of, and running parallel to, a road or street.

2. **Performance of Work.** At least 14 calendar days prior to initiating any work, the contractor shall submit to the StillWaters Residential Association (SWRA) Road Committee a request for a permit for work requiring digging in right-of-way areas. Attached to this request must be a detailed plan on how he will accomplish the work and restoration of areas disturbed as a result of construction, particularly underground utility construction. It is preferable that sanitary sewage lines be installed on the opposite side of the street from water lines. However, if local conditions make this unreasonable, sanitary sewage lines may be installed on the same side of the street as water lines provided the following ADEM *guidelines* and sound engineering practices are met: (1) *sewer lines and water lines shall be in separate trenches except at crossings; the required minimum horizontal separation is 5' between the opposing walls of the sanitary sewer pipe and water line; the invert of the sewer line shall be a minimum of 24" below grade; if physical conditions do not permit a 5' horizontal separation, the vertical separation between the crown of the sewer line and the invert of the water line will be 18";* (2) *at crossings the vertical separation between the water line and sewer line shall be so that the crown of the sewer line is no closer than 18" below the invert of the water line; also, the sewer line shall be encased in 4" of concrete or a casing for a minimum of 5' each side of the water line; and* (3) *unless the sewer is adequately encased as noted in (2) above to protect against contamination, a water main shall not be installed to come in contact with any part of a sewer manhole, septic tank field lines or soil saturated with organic solids or gasoline.* The plan shall include how the contractor will identify the

location of existing underground utilities to eliminate unplanned utility outages during the course of construction; however, if an unplanned outage does occur, the plan shall also detail the contractor's method for prompt action to repair the cause of the outage to include coordination with appropriate utility companies. For approval purposes, the Road Committee shall be notified in writing at least five days prior to a planned outage. No planned outage may occur without prior approval. *The contractor shall furnish evidence in the form of a certified copy of a "Right-of-Way Bond" obtained from an authorized Surety firm for the scope of work detailed in the permit request. The bond shall be sufficient to insure contractor compliance with these specifications.* The contractor shall accomplish all work in accordance with the requirements set forth below:

a. SWRA Property. Pavement damage to roads caused by contractors shall be repaired in accordance with the SWRA "Specifications for Road Repairs at Still Waters." Any deviation from these specifications must be approved by the SWRA Road Committee prior to initiation of any work. A representative of the Road Committee shall approve the acceptance of the work upon completion.

b. Residential/Commercial Property. Pavement (driveways, sidewalks, parking lots, drainage flumes, curbs, etc) damage incurred within or outside the right-of-way shall be repaired by the contractor at no cost to the owner. The pavement shall be repaired, as a minimum, to its original quality/standard and condition. A representative of the Road Committee, in coordination with the resident or owner, shall approve the acceptance of the work upon completion.

c. SWRA/Residential/Commercial Property:

(1) Damage to appurtenances, eg, shrubs, trees, signage, mailboxes, drainage improvements, riprap, etc, within or outside of the right-of-way shall be repaired by the contractor at no costs to the owner. A representative of the Road Committee, in coordination with the resident or owner, shall approve the acceptance of the work upon completion.

(2) Damage to grassed areas shall be repaired in accordance with the following requirements:

(a) Excavated areas shall be backfilled in compacted lifts not exceeding 6 inches with topsoil available from the excavation. *If a trenching machine is used which results in a trench width of 12" or less, the trench may be backfilled totally and compacted with suitable equipment to the final grade.* Topsoil shall be free of stones, lumps of soil, sticks, roots, trash, or other material over 1½ inch diameter. If additional topsoil is required, it shall be delivered to a site designated by the Road Committee and stockpiled for use.

(b) Contractor shall verify that the finished grades of the excavation/trenches are in accordance with the elevation and grade requirements in the design documents prior to backfilling and compaction of the topsoil. Debris and stones over 5/8 inch in any dimension shall be removed from the surface. The new surface shall be blended to the existing areas. The prepared surface shall be completed with a light raking to remove debris. Fertilizer and soil treatment shall be applied as recommended by the seed manufacturer.

(c) Seeding method shall be Broadcast Seeding to insure even coverage. However, gravity feed applicators may be used if approved by a member of the Road Committee. The seed provided shall be compatible with the grass in the adjacent areas. After seeding, the entire seeded area shall be firmed with a roller not exceeding 90 pounds per roller width. Slopes over a maximum of 3:1 shall not be rolled.

(d) The seeded areas shall be mulched with hay or straw and uniformly spread by hand or other approved method. The mulch shall not be bunched or clumped. Sunlight shall not be completely excluded from penetrating to the ground surface. All areas installed with seed shall be mulched on the same day as the seeding. Mulch shall be anchored immediately following the spreading.

(e) All seeded areas shall be protected from erosion. Placement of erosion control material shall be accomplished without damage to the seeded areas or without deviation to finished grade. An Erosion Control Plan shall be submitted for approval when requested by the Road Committee.

(f) The contractor shall be required to maintain the seeded areas during the establishment period. Maintenance shall include eradicating weeds, insects and diseases; protecting embankments and ditches from surface erosion; maintaining erosion control materials and mulch; protecting installed areas from traffic; mowing; watering; and post-fertilization.

(g) Excess and waste material shall be removed from the seeded areas and be disposed of at a site off StillWaters. Adjacent paved areas shall be cleaned.

d. Certificate of Compliance. Contractor shall furnish the SWRA Board of Directors within 5 days of completion of the work a document executed by an officer of the company stating that all work performed under this permit as approved by the Board of Directors complies in total with the requirements of this specification.

e. Any deviation to the above specifications shall be requested in writing to the SWRA Road Committee for approval. Any work performed by the contractor prior to receiving approval shall be done at his own risk.

Prepared Dec 12, 2003/pvp

Tracy Pike

From: Alan Olson [aolson@bfaz.org]
Sent: Tuesday, February 10, 2004 11:55 AM
To: 'tracypike@charter.net'
Cc: Jim & Toni Koeppen (E-mail)
Subject: RE: Question

Tracy,

Sorry I wasn't home last night when the Board had their meeting, Sharon left a message with my wife that you had called.

Regarding your questions:

1) SWRA Declarant Rights - Per Section 5.3 of the Articles of Incorporation, we were the Class B member until we gave the association notice, at which time all Class B members become Class A members. Therefore, there is no "Declarant" or developer for SWRA, only Class A members. We had thought we gave SWRA that notice - Jon is preparing another notice and will mail it off this week.

The Traditions has a "Developer" over the areas that are subjected to it, however everything in the Traditions is also subjected to SWRA (per the Traditions Covenants) - therefore, SWRA is the Master Association over all properties subjected to it and the sub-associations (like Traditions or Sunset Point, Golf Colony, etc.) all must still ultimately answer back to SWRA. The sub-associations just have a tighter control beyond SWRA when dealing with the properties underneath them.

2) Pump Stations - The people who purchased the sewer system purchased Pump Stations #1, 2 & 3. All of the other property owners that purchased property that had pump stations on them also purchased the pump stations as they were part of the property. SWRA is not responsible for maintaining any pump stations. We may have missed one or two pump stations that weren't deeded to new owners or on property being purchased. They are just sitting out in no man's land then - and the properties they service will need to pick up that responsibility. Right now they are not really deeded to anyone and there are no agreements in place over who should maintain them. We thought we caught everything, but it appears something fell through the crack.

-----Original Message-----

From: Tracy Pike [mailto:tracypike@charter.net]
Sent: Tuesday, February 10, 2004 2:42 PM
To: Alan Olson (E-mail)
Subject: Question

Alan:

know I am not to ask you any more questions, but we have too!!!! (sorry)

Is it written anywhere that SWRA has the Declarant Rights?

Who does the sewer pump station at Moonbrook Villas belong to?

Thanks for your help in advance!

Tracy Pike
Stillwaters Community Manager
256-825-2990
256-825-2991
tracypike@charter.net

SWRA Board Meeting
February 2, 2004

Eldon Johnson called the meeting to order and welcomed the Budget Committee, Wayne Teague, Gene Chandler, Paxton Jordan, and Bill Kent, then dispensed with reading of the minutes.

Dr. Teague gave a summary of the proposed budget and Paxton Jordan went through it, item by item. Dr. Johnson asked board members to take the proposed budget home and study it and be ready for discussion at the next meeting.

Pike Property Service, Inc. submitted a proposal for cleaning and maintenance, at a monthly rate of \$900.00, payable on the 1st and 15th, each month. Judson Edel moved that we accept his bid, seconded and passed.

Minutes of January 19th were read and approved as corrected. Tradwell, instead of Treadway as the attorney's name.

Ray Berry has no liability insurance and doesn't want to apply to the State for exemption so we will need to get someone else to repair the 34 Gate box.

Syrol McLain suggested that a contract needs to be drawn up for ad sales. He will do this and let Eldon Johnson approve same.

Jim Koeppen reporting for the Roads Committee, said there were violations on the sewer lines. Peter VanParys said it wasn't done correctly. Eldon Johnson met with Jeff Keeble and stopped work until corrected. Everything has been taken care of. Speed limit signs should be made more uniform. Walnut Hill Water Authority will put roads back in good order except will not asphalt. In regard to Utilities and Easement, Jim Koeppen reported that sewer flooding occurred at the Moonbrook Villas. He discovered that the Power Company had turned off power to the lift station due to non-payment of bills; he then had them bill to SWRA to get power restored in the interest of health hazards. This will be transferred to the lift station owners. According to courthouse records, this lift station is located on property owned by Rex and Carol Evans. Moonbrook Villa residents will have to address this problem.

John Durr and Jim Coffin will meet tomorrow with Vision Landscaping. They asked if it would be possible to charge for use of tennis courts and pool. Ask Jim Coffin^{to} check on turning the lights off at Moonbrook Park at 9:00 PM.

Judson Edel, Security Committee, discussed hiring an officer off duty to use our truck as roving security. A speed bump has been added at the Gate 49 entrance and he would like to add one at the 34 Gate. He is also investigating prices for a spike strip to add to the exit side of Gate 34 to prevent cars entering on the exit side.

Frank Greer, reported that the ARC has approved a retaining wall and boat dock and a set of house plans.

Ladelle Russell gave a report from the Neighborhood Council meeting of January 22. The Council has set the 3rd Thursday as a monthly meeting time at the SWRA office at 7:00 P.M. They asked if E-Mail addresses can be added when new directories are printed; can newsletters be given out at the Gate 49; and expressed a need for speed signs in more areas. An "Adopt-a-Mile" plan may be instituted to clean up streets. Some representatives have had no response to meetings and need a means of encouraging resident participation.

Under the need for closer communication, Ladelle Russell offered to have built and install a bulletin board at the Moonbrook Park area, for use for and by the residents. This would be a place for announcements of events, lost and found, private sale of items by individuals, etc. These notices will be dated and signed and will be removed monthly or in an orderly fashion, not to cause an unattractive display. The board approved.

Shea Dye will not be a part of the Gates & Security Committee but an adviser.

John Durr suggested that all of the Board members do not know our employees personally and it might be a good idea to invite them to our meetings, one or two at a time, so that we may meet and greet them. It was agreed that we will do this.

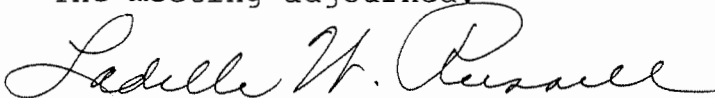
Tina Briton, Eldon Johnson and Syrol McLain will meet Monday to get all coding right for posting items in the budget.

Next meeting of the Board will be February 9.

March 5 will be the date for the Annual Meeting. Committee Chairmen will present reports at that time.

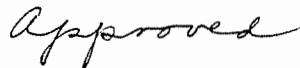
Realtors meet once each month. We should ask them to upscale all sales to the '87 covenants.

The meeting adjourned.



Ladelle Russell
Secretary

All Board members present.



	income 2003	est. Income 2004	
collections	\$294,500	Bill-statements	\$442,000
coll. in 02 for 03	102,600	collect 90%	397,000
sub total	397,100		397,000
contributions	7,700		7,700
int. income	1,300		1,300
other income*	<u>16,700</u>		0
 TOTAL	 \$422,800		 \$406,800
		carry-over	90,600
		Total avail.	\$497,400
*dues over 1 yr. Old		RESERVE	30,000
		 avail-budget	 \$467,400

1 Fixed NEW COST

security payroll	\$29,000		
Liability insurance	18,000		
Accounting Servic	1,500	possible new cost offsets	
Electricity	10,100		
Salary	2,500	Gate 49 waterfall	
office rent	7,200	and electricity	8000
Board reserve	30,000	collection expens	7,000
 sub total	 98,300		
		total	15,000
Optional new cost			
Security truck& Driv	3,500		
Legal	3,600		
sub total	7,100		
 total new cost	 105,400		



HARMON ENGINEERING & CONTRACTING CO., INC.

ENGINEERING · CONTRACTING · ENVIRONMENTAL MANAGEMENT

13376 C. L. TORBERT JR. PARKWAY · LAFAYETTE, ALABAMA 36862

PHONE: 334-864-9135 FAX: 334-864-8046

e-mail: harmonengineering@charter.net

January 23, 2004

Stillwaters Residential Association, Inc.
1816-B Stillwaters Drive
Dadeville, Al 36853

**RE: REVIEW OF REQUIRED SEPARATION DISTANCES BETWEEN
SEWER FORCE MAIN AND WATER MAINS.
STILLWATERS, LAKE MARTIN, DADEVILLE, ALABAMA
HARMON PROJECT NO. 600-03-04**

Dear Sir:

Harmon Engineering and Contracting Inc. (Harmon Engineering) has reviewed the requirements regarding required separation distances for sewer force mains and potable water mains. This review included the Alabama Department of Environmental Management (ADEM) regulations, Alabama State Board of Health Bureau of Environmental Services (Health Department), and the International Plumbing Code (Plumbing Code). Additionally, William McClimans, District Engineer Water Division, and Jeff Williams, Environmental Scientist, Water Division of the ADEM were consulted. Harmon Engineering has reached the following conclusions:

1. ADEM does not have any regulations concerning the separation distance of sanitary sewers and water mains nor does the Health Department. The Plumbing Code requires a vertical separation if the sewer and water main are installed in the same trench.
2. ADEM has published a Design Guidance entitled "Plan Preparation and Design Guidance for Drinking Water Facilities". A copy of the applicable section is attached. In this guidance, the ADEM recommends a minimum horizontal separation of five feet between sewers and water mains; casing one of the pipes 5 feet either side of a crossing; and a vertical separation of 18 inches where possible. The ADEM's opinion, (see attached memo) is that the vertical separation requirement is intended when the horizontal separation distance is five feet or less, and that a sewer and water main may be installed at the same elevation at horizontal separation distance is greater than five feet.

Wayne Temples
3334 Highway 49 South
Dadeville, Alabama 36853-5536

Waytem693@earthlink.net

April 13, 2004

S.W.R.A.
1816 StillWaters Drive
Dadeville, Alabama

Subject: Cemetery Relocation Permits

To whom it may concern,

Attached is a copy of the above subject.

The developer/developers of Sun Set Point where the Umphress Family Cemetery is located may be aware or may not be aware of these permits. Please pass this along to the proper person(s).

If and when these remains of the Umphress Family Cemetery is moved to the Canada Cemetery, I am requesting they be moved to the north of E. J. Canada and Snowy McBurnett Canada. I have made temporary markers for these graves. There are slaves and others buried between the existing graves and StillWaters Drive.

Thanks.

Very truly yours,

A handwritten signature in cursive script that reads "Wayne Temples".

Wayne Temples

Attachment (1)

From: Betty J. Jackson
 To: Temples, Wayne
 Date: 4/10/2004 7:37:51 PM
 Subject: ACPA - Legislation & Laws - Additional Cemetery Permits Required

Interesting!!
 Jean



Alabama Cemetery Preservation ALLIANCE

"Preserve, Restore and Honor"

LEGISLATION & LAWS



Cemetery Relocation Permits

*Alabama
 Angel*

LEGISLATION & LAW SECTION INDEX

ACPA HOME PAGE

CEMETERY REGISTER

CEMETERY
 RESTORATION

ADOPT A CEMETERY

LEGISLATION & LAWS

PRESERVATION
 PLANNING

THEFT & VANDALISM

BURIAL LISTINGS

ACPA COUNTY
 REPRESENTATIVES

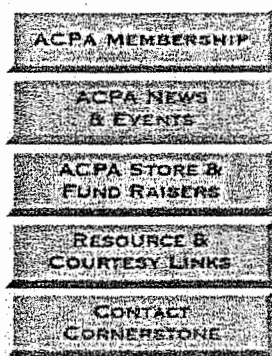
ACPA PARTNERS

Additional Permit Requirements - For Relocations Only -

If the cemetery is less than 75 years old, then further consultation with our office is not necessary.

The following stipulations will be attached to the relocation permit:

1. A professional archaeologist or funeral home personnel in accordance with the law will handle removal.
2. Removal should be in accordance with Section 11-47-60, Code of Alabama 1975.
3. Each set of remains will be placed in a separate container. The size of the container should be in accordance with the state of preservation of the remains, i.e. if bones remain and are laid out, they should be laid out in a new container in this manner.
4. All remains, discolored dirt, casket pieces, and hardware should be put in the new container.
5. Each new container with a set of remains should be re-interred in a separate, individual plot.
6. Existing markers should be moved and relocated with the proper remains in so far as possible.
7. The new location should maintain the same arrangement of graves in so far as possible.



- If the cemetery's setting is historic and/or unique, a similar setting for re-interment should be chosen in so far as possible.
- Following the requirements at the new cemetery for signage, a permanent, new marker or sign should be constructed that provides information about the family group re-interred here, the number of graves relocated, and the location of the previous cemetery.
- Other project directors have coordinated with clergy in order to provide for re-interment of the graves. This is not a requirement for the issuance of a permit, however.

A professional archaeologist will need to locate all burials to be relocated. If the exact boundaries of the cemetery are not known, then Ground Penetrating Radar (GPR) or another type of remote sensing may be required to identify burials that are not marked. Archaeologists will want to ensure that unknown burials are not being disturbed, in order to avoid a Class C Felony. Many times burials are unmarked or outside the marked boundary making it necessary to perform Ground Penetrating Radar (GPR) or another type of remote sensing to locate all burials. Please provide the following information to the AHC along with the permit application.

- Name of professional archaeologist performing work
- Professional type report indicating the following:
- legal description of cemetery
 - maps that locate the cemetery in its current location and in its proposed location
 - photos of the site before any work is performed; photos of all gravestones, historic plantings, depressions, etc.
 - Record any information retrieved from gravestones (inscriptions, maker's marks).
 - map showing the location of all burials
 - historical context of the cemetery
 - methodology for determining burial locations
 - who will remove the remains; how will this be done
 - proposed site where the remains will be re-interred (name of cemetery, plot locations, arrangement of graves).
 - the type of containers used to re-inter the remains

At the end of the relocation, a final report should be submitted to the Alabama Historical Commission.



Environ Biol Fish (2015) 98:129–140

APPENDIX TO THE REPORT

Contract/Agreement Cover Page

The purpose of this form is to provide a quick checklist of items to be included in contracts/agreements. This page should be attached to all documents forwarded to the Documents Committee for review.

In each contract/agreement, there should be a statement which addresses the items listed below. In some agreements not every item is appropriate. In such cases, a "not applicable" response will indicate such. In some cases an item may be appropriate but not included. In such cases justification should be stated in the comments section or on an attached page.

Check appropriate line:

	<u>Included</u>	<u>Not Applicable</u>	<u>Not Included</u> <u>Justification</u>
Obligations of SWRA	✓	—	—
Obligations of Other Parties	✓	—	—
Services or Goods to be provided by either party	✓	—	—
1. — Remuneration due for any services, goods, property, etc.	✓	—	—
Restrictions on either party	✓	—	—
Requirements of any penalty for damages	✓	—	—
Penalty/reward for timeliness in provision of services	✓	—	—
Effective date of agreements	✓	—	—
End date of agreements	✓	—	—
Notice of cancellation	✓	—	—
Insurance consideration	✓	—	—
Required license	✓	—	—
2. — Competitive Bid or Competitive quotes	✓	—	—
3. — Hold Harmless Clause	✓	—	—
Standard of Performance	✓	—	—
Performance Bond	✓	—	—

Comments/Justification:

1. Spell out any pay process - such as, partial payment as work progresses and only full pay when work is completed according to specs.
2. Is this contracts we write or from someone.
3. We should never sign an contract with this in it but should put it in ours. We can accept contract, but she make our requirements a part of contract.

CONTRACTS POLICY AND PROCEDURE

It is the policy of the SWRA that all proposed contracts between SWRA and any other party shall comply with the following procedures prior to signature under Board authorization. For purposes of this policy, the term contract shall be construed to include all written agreements including standard contracts, memos of agreement, leases, agreements for services, easements, waivers of liability, and any other document which obligates SWRA to acts, services, or expenditures.

Proposed contracts and agreements shall be processed through one of the committees of the Board, employed staff, or an individual Board member.

Items to be considered in any written agreement are as follows:

Obligations of SWRA

Obligations of Other Parties

Services or goods to be provided by either party

Remuneration due for any services, goods, property, etc.

Restrictions on either party if appropriate

Requirement of any penalties for damages

Penalty/reward for timeliness in provision of services

Effective date of agreements

Ending date of agreements

Notice of cancellations by either party where appropriate

Insurance Considerations

Required License

Competitive bids or competitive quotes

Hold harmless clause

Standards of performance

To assure timely processing of contractual documents, the following shall be the standard operating procedure.

1. Processing of proposed agreement by appropriate committee
2. Forward to Documents Committee – Allow two weeks for review if possible
3. Documents Committee reviews to be certain that all necessary parts of the written document are clear and that requirements of the covenants are observed.
4. The Documents Committee forwards the agreement to the President of the Board with comments and/or suggestions. This may take place after consultation with the appropriate initiating committee or other party. The Documents Committee should recommend execution of the document, rejection of the document, or that further negotiation be

conducted.

5. Final approval by the Board and execution by the President or his/her designated representative.
6. Copies are placed on file in SWRA Offices

Tracy Pike

From: Alan Olson [aolson@bfaz.org]
Sent: Tuesday, April 06, 2004 11:58 AM
To: 'tracypike@charter.net'
Cc: Eldon Johnson (E-mail); James Koeppen (E-mail); John Durr (E-mail); Judson Edel (E-mail)
Subject: RE: Questions

Tracy:

1) We were looking for the plans to the irrigation system at the front entrance last summer, but were unable to find a copy. I don't know a great deal about it - Steve or Tommy Minor had the best knowledge out of anyone regarding it. I do recall we had to run a hose across to water some things for a while due to a break in one of the pipes that crosses the road.

2) All common area parcels within the Highlands subdivision were deeded to the Traditions Association.

Hope all is going well! Please let me know if you have any additional questions.

Thanks,
Alan

-----Original Message-----

From: Tracy Pike [mailto:tracypike@charter.net]
Sent: Tuesday, April 06, 2004 1:40 PM
To: Alan Olson (E-mail)
Cc: Eldon Johnson (E-mail); James Koeppen (E-mail); John Durr (E-mail); Judson Edel (E-mail)
Subject: Questions

Alan:

In our Board meeting this morning the Board came up with two questions that they ask I address with you.

1. Do you have any information/knowledge of the irrigation system at the front entrance?
2. Who was deeded the walking path in the Highlands area?

Thanks
Tracy Pike
Stillwaters Community Manager
256-825-2990
256-825-2991
tracypike@charter.net

Jay Lavee - Deputy McCracken
Cincinnati

1. Status of Policies

PKG	<i>Weston</i> D&O	<i>orkmen's</i> WComp
Being Issued	Delivered	Delivered

2. Definition of "who is an insured"

See attached	See Policy	See Policy
--------------	------------	------------

3. Quote to add \$5,000 contents on the Well House

\$ 86.00

4. How much of a decrease to the auto premium if physical damage is deleted

RP \$193.00

5. Quote GL with deductibles *general liability*

GL DEDUCTIBLES

\$-0-	\$ 2,000.00	\$ 5,000.00
\$ 14,517.00	\$ 13,574.00	\$ 13,003.00

6. Quote \$1 through \$5mil incrementally an Umbrella

UMBRELLA LIMITS

1mil	2mil	3mil	4mil	5mil
\$ 2,227.00	\$ 3,229.00	\$ 3,786.00	\$ 4,120.00	\$ 4,721.00

7. Quote Property with \$500, \$750 and \$1,000 deductibles

PROPERTY DEDUCTIBLES

\$ 250.00	\$ 500.00	\$ 1,000.00
\$ 709.00	\$ 651.00	\$ 610.00

8. Decline Terrorism charge.

RP \$93.00

9. Bond for \$125,000 (quarterly assessment).

(90⁰⁰ yr.)

Outstanding - working on



Residential Association, Inc.

Memorandum

To: John Doe
From:
CC:
Date: 3/30/2004
Re: **Covenant Violations**

As an owner of residential property located within StillWaters, you have subjected yourself and the property to the Declaration of Restrictions and Protective Covenants for StillWaters, hereinafter called simply "Covenants".

It has been reported to the Association that you are in violation of those Covenants, in the following respects:

If you feel that this report is in error, or for some reason no violation has occurred you have 20 days from the date of this letter to contact the Residential Association office, 825-2990 and request a hearing. You may appear at the hearing and present whatever evidence you have.

If you do not request a hearing within the time limits or if the hearing confirms the violation you must correct the violation. Under the Covenants the Residential Association has the right to enforce the Covenants and proceed with legal action against you to obtain a proper court order plus an award of attorney's fees, which you must pay.

We look forward to your cooperation in this matter.

Tax Assessor

- ☐ Patti Richardson from the Tallapoosa County Tax Assessors office would like access to the building permit files, for tax assessment purposes. Jim Koeppen made a motion, Syrol McLain seconded, and motion was accepted.

Attorney –

- ☐ Blake Lowe accepted as Attorney for SWRA
- ☐ Blake met with Eldon Johnson, Jim Koeppen and Tracy Pike – he was given copies of liens, Covenants, Sewer Issue letters and will meet with the full Board in the next week or so.
- ☐ Letter from Mark Allen Treadwell pertaining to Walnut Hill Water Authority will be given to Blake Lowe for his advice.
- ☐ Letter from Hennon King concerning maintenance fees will also be turned over to Blake Lowe.

Golf –

- ☐ There was question as to whether The Voice of Stillwaters should publish ladies golf news since they are currently playing in Auburn, decision was made by the Board that this is a neighborhood newsletter providing residents information and this article is about residents so should continue to be a part of The Voice of Stillwaters.

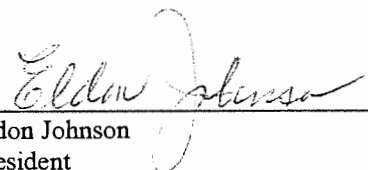
Meeting Adjourned at 12:00

Submitted by:

Tracy Pike
Community Manager

Copies: Board Members, Stillwatersra.com

Approved by:



Eldon Johnson
President

Volunteer 5 year program

Increase the \$289.- by \$161.- to \$450

We need the full board plus 30 others
to agree prior to announcing the program

Place a big Thermometer with weekly
Results in a prominent place

We have approx 650 homes now -
This means 91 lot owners must sign

If we get a min. of 500 - Start the
Program

This is why it is so necessary we
make it as easy as possible to
Build a New Home in Stillwaters

other ideas 19 3

475,740.- 2004 Budget

2005 "

416,113.- 1417 @ 289
66 @ 100
.95 Not collected

395,307.-

30,000.- Reserve Fund

425,307.- For Budget use

119,301.- Vol. Raise 741 to 450.-
(289.7161.-)

544,608.- incl. Reserve 30,000

+ _____ All Commercial Fees etc

+ _____ All other income

x _____ New Condos

1971 - 66

1974 - 452

1987 - 965

1483

50%

741

650 House

91 lots

1483

- 650

833 lots

_____ new Con

1. Volunteer Program

3

Other ideas - Not New but good

2. Charge fees at pool
3. " " " Tennis
4. Special Fund raisers
5. Trailer & boat storage

6. The most important

\$200,000 apprx is now Post Dye

Collect 100% & best as possible

The Foundation never wanted to
make moves -

Now we are on
our own

STILLWATERS STORAGE AREA

Located under the Alabama Power Easement Property on the north side of Vista Woods Drive, Approximate size 125'X 470". This space can be expanded toward StillWaters Drive with future construction.

Purpose—an area for homeowners and marina customers to store trailers boats on trailers and RV's (not to exceed 15' tall).

Customers must provide proof of insurance and sign a release of liability form.

Two 15'X30' driveways entering a fenced area of 125'X440'. In front of the power poles, storage space will be 10'X30 (approximately 85 spaces). One 20'X100' driveway extends beyond the power poles to provide oversize storage spaces of 10'X50'(approximately 20 spaces). Currently the storage area houses 40 trailers and 15 boats.

Driveways in area will be constructed of crush and run 4" deep, Enclosure of area will be 6"heavy gauge chain link fence with 3- strand Razor wire on top. Two double swing gates (20') will provide entry into the area. A 1000-watt floodlight will provide lighting.

Initially 2 commercial locks will secure entry. With a paid yearly fee and completion of the necessary forms a key will be issued and a space assigned. At a future date locks will be replaced with a touch pad lock.



Still Waters

Residential Association, Inc.

March 18, 2004

Mr. Al Spiers
105 Overlook Court
Dadeville, AL 36853

Dear Mr. Spiers,

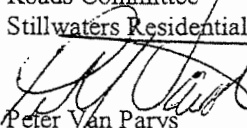
It has come to the attention of the Roads Committee, Stillwaters Residential Association, that the trench excavated on your property to allow installation of gas service to your home has precipitated significant soil runoff into the drainage right-of-way on Blue Creek Circle, the street below your location. This erosion has now blocked the drainage field. Further, large rocks excavated during the digging of the trench have slipped down the hill, also impeding drainage and will restrict future mowing of that area. As of this date, the trench remains partially open allowing further erosion and accumulation of sediment in the drainage area. Additionally, a small area of soil runoff has also occurred on the opposite end of your lot, apparently below the area where your field lines/septic system was installed.

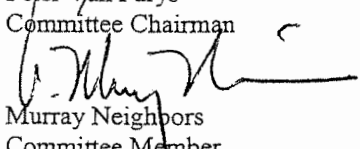
It is requested that you take appropriate corrective action to restore the areas to their original condition in accordance with "Specifications for Excavation & Repair of Disturbed Areas in Rights-Of-Way adjacent to SWRA/Residential/Commercial Property." A copy of which is available at the office of SWRA. At a minimum, the areas of runoff need to be cleared; the large rocks removed; the trench covered and soil stabilization measures (filling, compactions, seeding, silt fencing, etc.) be taken to prevent recurrence of these conditions.

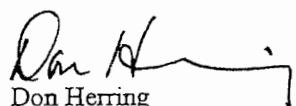
Your cooperation and support in this matter is appreciated.

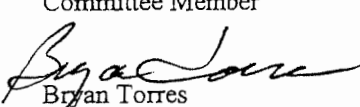
Sincerely,

Roads Committee
Stillwaters Residential Association


Peter Van Parys
Committee Chairman


Murray Neighbors
Committee Member


Don Herring
Committee Member


Bryan Torres
Committee Member

Cc: SWRA Board of Directors

Alabama's Premier Golf & Lake Community

68 Still Waters Dr. Dadeville AL 36853
256/825-2990 FAX 256/825-2991 tracypike@charter.net

Charles G. Reynolds Jr.

Attorney At Law

P.O. Box 367
116 North Lanier Ave.
Lanett, Alabama 36863
Phn: (334) 644-3042
Fax: (334) 644-3043

June 11, 2003

COPY

Attn: Sharon Hidden
Stillwaters Residential Association
68 Stillwaters Drive
Dadeville, AL 36853

Re: My client and property owner, Hennon King
Lien filed April 9, 2003

Dear Mrs. Hidden:

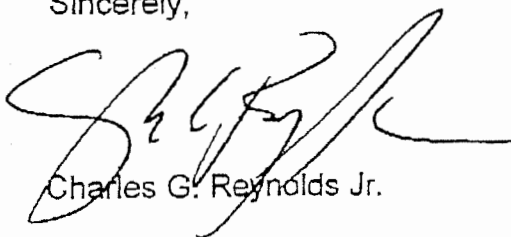
I represent Hennon King of LaFayette, Alabama. My client furnished me with a copy of the liens that you filed against his property, May 22, 2003. These liens will adversely affect my client credit rating, and the marketability of the property.

You had no authority or justification to file the liens against my client. This matter was litigated on October 24, 2000 before the Honorable Kim Taylor, and the judge ruled for my client.

You filed the liens for the sole purpose of coercing my client to pay a debt that he does not owe. Your actions are willful and malicious will not be tolerated.

You have ten (10) days from the above date to remove the liens from the property records. If you do not comply with our request, we will file suit against you and request punitive damages and attorney fees.

Sincerely,



Charles G. Reynolds Jr.

CGR/ds

Recommendations from ARC

Annual Assessment for Road Maintenance:

- 7
1. Impose annual \$100 assessment for each existing home & condo by July 1, 2004. '87 Cov. Estimated potential income \$45,000.00.
 2. Assess lots \$50.00 per lot by July 1, 2004. Estimated potential income \$10,000.00.

Residential Building Fees

1. Residential Impact Fee

<u>Sq. Ft.</u>	<u>Now</u>	<u>Oct 1, 04</u>	<u>Jan 1, 05</u>	<u>June 1, 05</u>
3000 +	\$350	\$550	\$750 ✓	\$1000
2000-3000	\$225	\$300	\$500 ✓	\$750
Under 2000	\$100	\$150	\$300 ✓	\$500

2. Building Permit Residential

April 04-01 \$350 175° now \$750

3. Heated & Cooled Additions

April 04-01 \$250 under 1,000 sq. ft. ^{1,000 sq. ft.} bldg permit 750° only

4. Porch, Deck, Dock etc. Additions

April 04-01 \$150

7. Commercial Including Multifamily:

- \$750 ea unit
1. Building permit \$500
 2. \$1/Sq Ft. heated & cooled) as in residential
 3. \$20/load removal of dirt & timber for vehicles more than 2 axles ^{construction}
 4. \$20/load for entrance of building materials on trucks more than 2-axles

Commercial impact fees are being studied and are subject to revision by the end of 2004.

Comm. Bldg permit \$1275

Harbor Pointe Development LLC
397 Marina Point Road
Dadeville, Alabama 36853

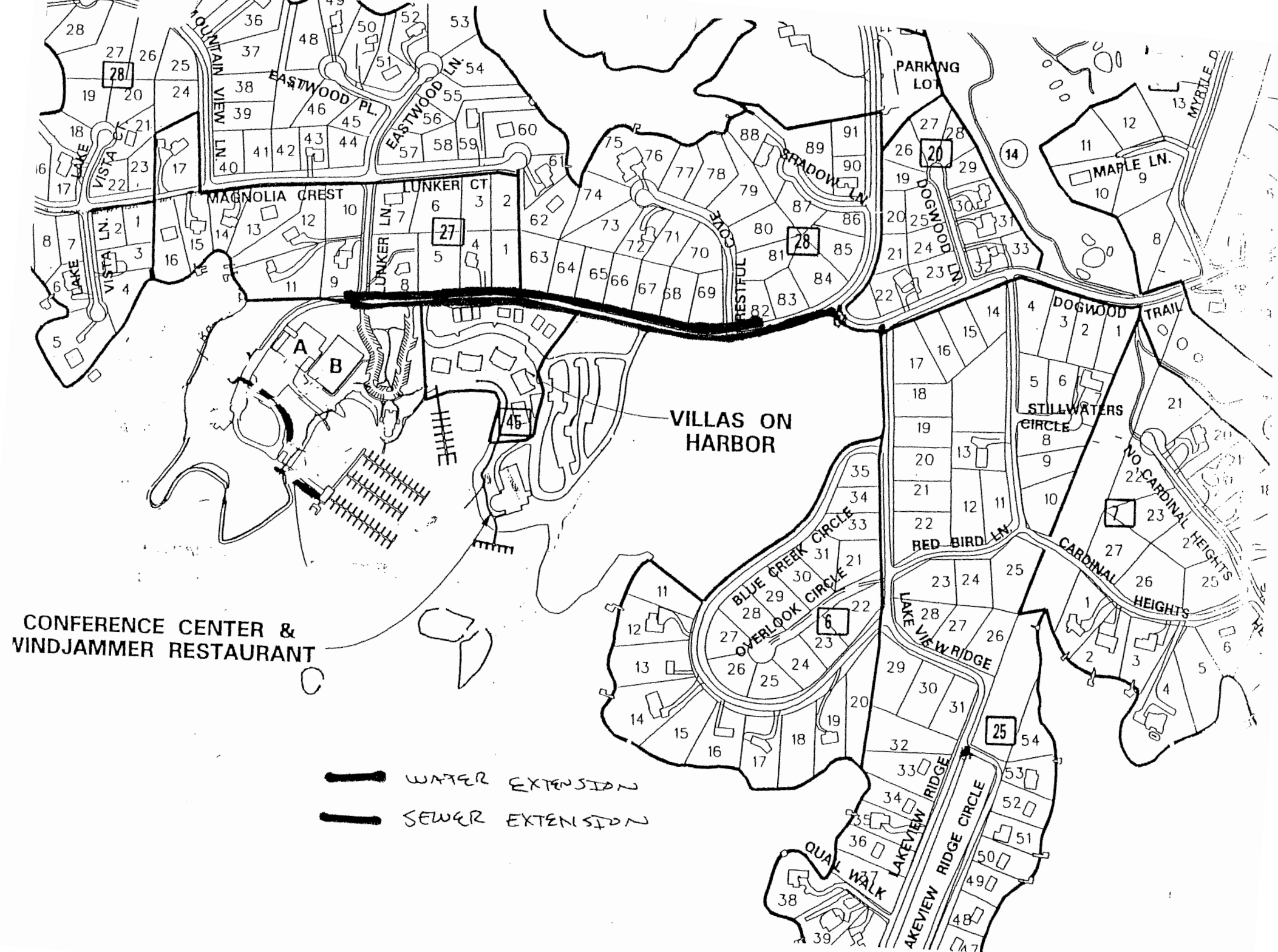
March 19, 2004

To: Still Waters Residential Association
Re: Water and sewer lines addendum

Gentlemen,

Per our meeting with Mr. Murray Neighbors and Mr. Jimmy Starr, we are informing SWRA of an upcoming expansion of the sanitary sewer and water lines on Marina Point Road. The expansion will include a new 8" water line being run in combination with the existing 6" and a new 4" sewer line being run in combination with the existing 4" sewer line. All existing services will remain in tacked. The new lines will be on the North side of Marina Point Road. All lines will be laid in accordance with Still Waters Road Committee guidelines, all sewer lines and water lines will maintain the appropriate separation as noted in the guidelines. All lines will include a trace wire for locating. All right of ways and disturbed areas will be restored to an equal or better condition than when work began. Erosion control measures will be in place during construction period. Work will be a continuous activity until completion to minimize nuisances. We will furnish an as-built drawing showing all locations once work is completed. We will give a 48 hour start notice prior to work beginning once we have received comments from SWRA.

Thank you,
Harbor Pointe Development LLC



Dr. Johnson said he was pleased with the annual meeting and received good response from residents. The Board appreciated compliments given at the meeting by Connie Burke and Forrest Foresman. The Civitan Club was paid \$100.00, for use of their building.

Instead of putting full minutes on the WebPage, we decided to have them available on file in the office as usual but publish an edited edition on the Web and in the newsletter, giving all information voted on and not all the minute details of each meeting.

Three trees at Poplar Point were cut and removed for \$200.00, and all trucks enter Gate 34, where a paid guard will continue until the keyless system is in effect.

Minutes of the March 9, meeting were reviewed and corrected as follows. Eldon Johnson's name was included in directors listed as present; and instead of sewer easement, "sewer line take-over"

John Durr submitted a resolution that SWRA is not a developer under any set of covenants and this is backed up by a letter from Allen Olson at the time of the auction. This resolution was seconded by Jim Koeppen and carried.

Attorney Blake Lowe was introduced by Dr. Johnson and the Board members were given the opportunity to ask questions. Mr. Lowe gave a brief background of his education and law practice. He lives in Alexander City, practices there and attended school in Tallapoosa County, University of Alabama, and Cumberland Law School. He works in all fields of law and is well versed in real estate law as well as SWRA covenants as he is a property owner in SW. He has an associate in his offices in Alexander City and Gulf Shores, Al..His fee is \$150.00, per hour.

Sy McLain asked Board members to help in selling ads for the newsletter. He is meeting with Mary Embry tomorrow and wants to sell \$1,000.00 each month.

Jim Koeppen will bring information about the storage lot to the next meeting. Debbie Nigh has drawn a plan that he will present.

Dr. Johnson asked Tom Handley to chair a covenants committee to enforce the covenants.

Next meeting will be March 23.

Meeting adjourned.



Ladelle Russell
Secretary

All members present.



Residential Association, Inc.

William Cleveland
Haygood, Cleveland, & Pierce, LLC
611 East Glen Avenue
Auburn AL

March 15th 2004

Reference: Sewer Easement, StillWaters Residential Association

Dear Mr. Cleveland,

The StillWaters Residential Association (SWRA) has reviewed the attached document and finds it acceptable with two changes as noted on the document.

These changes were added to assure that SWRA will know what is going on with the sewer plant and that any modifications will return our community to its present appearance and functional standards.

Upon the additions of these notes, the Board of Directors will sign this easement.

Thanking you in advance for your cooperation in this matter.

Sincerely,

James W. Koeppen
V.P. SWRA

Cc. Harbor Pointe Development
SWRA Board of Directors
Tracy Pike, Community Manager

Alabama's Premier Golf & Lake Community

11 Lakeview Ridge Dadeville AL 36853
256/825-2990 FAX 256/825-2991 swra@mindspring.com

Sewer Easement:

line take over
The sewer easement requested by Harbor Pointe was approved as amended; Tom Handley will review the document before being sent back to Billy Cleveland. *Attorney*
Judson Edel to get paper work to Tom and bring back to Jim Koeppen. *HP Attorney*

Misc:

Tracy to make copies of violations letters for Tom Handley's review.

John Durr would like us to establish via newsletter that we are not the developer.

The Board would like to establish a covenant committee – options for this will be discussed at the ARC meeting Thursday morning.

Jim Koeppen ask how much liability insurance are our sub-contractors required to have, Tracy to follow up with insurance company.

Tracy to write letter to Rex Evans and Reggie Gilbert about the Alabama Power bill for the sewer pump located at Moonbrook Villas and Poplar Point – letting them know that this month will be the last month that SWRA pays the power bill, they will need to have it changed over with Alabama Power.

Tracy to ask John Pounds from Alabama Power to meet with the Board on March 16, 2004 at 10:30.

Meeting Adjourned at 11:45

Submitted by:

Approved by:

Tracy Pike
Community Manager

Eldon Johnson
President

Copies: Board Members, Stillwatersra.com

approved as amended

Stillwaters Residential Association Annual Meeting
March 5, 2004

Welcome

As you are aware this is our first annual meeting where the residents of Stillwaters Community has complete control of its destiny. This is an awesome responsibility and the members of this Board of Directors have taken it seriously and have worked diligently this past three months to see that all residents concerns have been answered. It may seem to some of you that we are not moving fast enough but we are trying to act in a responsible manner so that we will have a solid base for the future.

One of the first things we found was that the former Stillwaters Directors on the Board had done an outstanding job of keeping the properties under control in the last few months that the Baptist foundation was here. I would like to take this opportunity to publicly thank Wayne Teague, Paxton Jordan and Syrol McLain for a job well done under trying circumstances. Also I would like thank Tracey Pike for all the assistance and patience she has shown to the new Board under such drastic changes that have taken place. I would also like to thank all the residents who have responded to our request to serve on committees to expedite our business activities. Syrol McLain would you introduce those serving on your committees, Jim Koeppen Ladele Russell, John Durr, Frank Greer, Judson Edel.

All of these people have spent countless hours looking into documents such as deeds, Covenants measuring sewer lines writing specifications and checking into complaints and problems that

come up everyday. We are also trying to develop long range plans for the future, we are not there yet but after this meeting we will concentrate more on the future. We will be informing you in the news letter of our progress.

It is difficult to stand before you tonight and report any progress since our golf courses are closed and our roads are being torn up and the sewer problems keep occurring.

I would like to present the Good News and the Bad news. The good news is that the Baptist Foundation is gone and we have control of our own destiny. The bad news is that we are left with about \$75,000 new annual expenses that never before appeared in our budget and we were unaware of such expenses as rent, property taxes, Liability insurance, Workmans Compensation and numerous utility bills that the Foundation was paying and now it falls to us. They also subsidized the budget about \$250,000 in kind services.

Fortunately they took over the operation of the gates about three months before they left so we had a reserve to apply to this years budget so we MIGHT be able to keep the status quo. We will not be able make any improvements. The budget that we will present will reflect our limitations. Along side the actual budget we will present what we think will provide the quality of services you would like to see in Stillwaters.

I now present Syrol McLain, Treasure of the Board to present the Budget for 2004. We ask that you hold your questions until after our final presentation Sy

As you can see we face many challenges. One of the largest is to change the covenants to fit our existing needs as the present covenants were written pertaining to one developer and the residents. Now we have a number of developers and some people even think the Residential Association should be a developer. We do know that most all properties have their own Associations and those properties are subjected to the 1987 Covenants. We can collect maintenance fees from platted properties. We can not collect Maintenance from commercial properties until they build individual homes or condos. We are at this time unsure of our authority over commercial properties except to ask them to cooperate with the intent of the covenants to which they are subjected. I believe most of them will cooperate. We have had no previous experience of charging impact fees and we are ~~now in the process of reviewing several documents from other~~ gated communities to see what they are doing so that we can have some basis on which we can come to a fair and equitable solution. One proposal we will be considering in the near future is that for each commercial facility such as golf courses, Marina and so forth to pay 2 % of the gross income each year as a maintenance fee assessment. Gross income as reported to the federal government on income tax returns. Those funds would be used for road paving and repair.

With what you saw as our needs we will need additional revenues in fact we need to increase our maintenace fees to \$575 a year That would be \$1.57 a day) or less than one round of golf a

month or a night out at a good restaurant once a month. If you check on gated communities for a vacation or possibility of a second home, most of their maintenance fees run a \$100 a month or more. Right here in our own community the condos at sunset point pay the residential association \$289 a year and they also pay \$260 a month maintenance fees to their association. The Golf Colony condos also have a similar charge.

We are operating with 3 different set of covenants 1971-1974 and 1987 All the other covenants are subjected to the 1987 covenants The only difference between the covenants. Those under the 1971 covenants Only pay \$100 maintenance fee per year, (that is .27cents a day) they can not be assessed an additional maintenance fee, and they can not vote in our elections. We need their vote. In order to amend the 1971 covenants it would take 50 % of the owners to vote for change or 30 votes. The easiest way is for those under the covenants to come by the office fill out a form to subject your property to the 1987 covenants and take it to the court house and for less than \$10 you will be a full fledged voting member of Stillwaters. We have 66 parcel of Property that are under the 1971 covenants. These properties are owned by 59 different people, 6 parcels have liens on them. 12 people have not paid their 2004 dues to this date. Of those who have paid this years fees only 1 has chosen to pay the \$289 that the rest of us are required to pay. If we could collect the liens and all the 1971 property owners paid the \$289 maintenance fee we would have and additional

\$14,890. 30 of the 59 have Dadeville addresses. Only 8 have out of State Addresses.

Those under the 1974 covenants Pay the same maintenance fees as those of us under the 1987 covenants (or less than .80cents a day) but they cannot be assessed an additional fee and even though they pay the same maintenance fees they do not have voting privileges. We need your vote.

We have 452 properties that come under the 1974 covenants. It takes a 50 % vote to amend the covenants or 226 votes. or you can come by the redential office and fill out the form to Subject your property for less than \$10.

Since the sale by auction of Stillwaters there is no longer a developer as such and all properties except the 1971 and 1974 properties are subjected to the 1987 covenants these covenants need amending as well since there is no longer a class A and a class B membership. There are 965 properties under the 1987 Covenants and it takes a 75 % vote to amend these covenants.

We all need to be under one set of covenants so that all property owners are treated equally and have the same rights and benefits.

How we go about this I'm not sure and I know it will be a tremendous task but if we are going to be a vibrant community we must all work together for a common cause. We have the talent in this community to do anything we desire.

I would like to introduce to you some of our new developers

I would like to ask you to hold your questions until after our budget presentation. And I ask each developer to limit their

presentation to 5 minutes. I would like to introduce Mr.

-----from the Harbor Pointe Development to state their plans for the Marina point area. Now I would like to introduce Mr. Jim Russell to state his plans in developing his property.

I would like to Introduce Mr Mike Horton to state plans for developing his property. Now I would like to introduce Mr

-----from Waldrop & Associates to State their plans.

Now I would like to introduce Mr. Charles Givianpour to state his plans for developing his property. Now I would like to introduce Dr.-----The Pointe at Sunset Point.

And lastly I would like to introduce Mr Phil Zettler to state his plans for Stillwaters properties.

I believe this has been a pretty informative meeting and now we will take questions. but first of all we asked that if you had question to send them in by the 27th of February and we received 4 questions and we would like to answer those first.

FILE COPY

Harbor Pointe LLC
397 Marina Pointe Road
Dadeville, Alabama

March 3, 2004

To: Still Waters Residential Association
Re: Updates

This is an update on several topics which have come up over the past weeks.

The best schedule we have for a complete opening of the Marina is April 1. We will start launching boats before that period if all things permit it. All sales activities will not begin until April 1. It is likely that some final work and touch ups will be going on later into April, but would not hinder the marina operations.

We understand everyone's frustrations over mud. We are making many efforts to minimize the mud. We are sweeping the roads on a continuous basis, and trying to keep traffic of dirty vehicles to a minimum. Once the marina parking is completed in the up coming week(s), this issue should dissipate.

Harbor Pointe has worked with the SWRA and agreed to handle the temporary repairs and the long range resurfacing of the entire road from the construction site to the stop sign at Sun Set Point intersection. We have been and will continue to assist SWRA in the pot hole repairs between Sun Set Point intersection and the Highway 34 gate.

SWRA has agreed to leave the gate at Highway 34 open during the day Monday through Friday from 6:30 to 6:00 and by appointment only on weekends. Harbor Pointe is checking on a system which will utilize a keypad code system. The code system will be donated to SWRA for their use with future builders and developers.

Harbor Pointe is working very hard and very diligently to get the major construction behind us so we can all step back and enjoy the property. We have and will continue to furnish a finished product that the entire community will be proud of. We appreciate your continued support.



General Manager

4/7/04

Forty-eight trucks were counted entering the 49 Gate today. Shea is to ask where they are going. Greg said he was expecting only 3 or 4 trucks today and could not afford to have a guard at the gate for so few. They would be willing to pay for a camera and phone as that would be cheaper than a guard. (Bill Wilkenson interrupted the meeting to complain about trucks and mud on the street in front of his house). The trucks entering were red, so there was no doubt about to whom they belong.

Jim Bass, who has been hired as our roving guard, was introduced by Judson Edel. Mr. Bass presented a copy of the Traffic Policy which was published in the April, 1993, Newsletter, which is attached to these minutes. It is assumed that this policy may still be enforced. The Board adopted same.

A copy of a letter written by Dr. Johnson to Residents & Owners of Property in Red Bud Villas, Eagle Peak Villas, Poplar Point, Moonbrook Villas, and Martin Terrace is attached. This letter concerns ownership and maintenance of pump stations servicing the above mentioned properties. This letter has not gone out yet and should have some corrections before mailing. An E-Mail from Allen Olson should be enclosed with the letter when it is mailed. Frank Greer moved that the letter be sent and the motion was seconded by John Durr. It carried.

Three trees need to be removed at Poplar Point. One quote of \$1,100, was received. Dr. Johnson will follow up by getting another quote.

Frank Greer reported that he and Linus Filey met regarding the unplatted lot and determined that it is not a buildable lot. The board asked the ARC to interview other lot owners in the area and measure the lots to compare size then make a recommendation to the Board. The ARC is also asked to give a report on permits issued for buildings and any other permits.

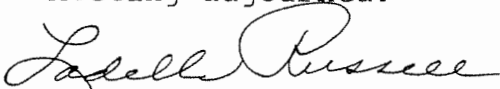
The sewer ~~casement~~ ^{line taken over} requested by Harbor Pointe Utility, L.L.C. was discussed and it was decided that additions must be made as noted on the attached copy before we can give a permit.

Ladelle Russell reported that posts are in the ground for the bulletin board and it will be installed as soon as Jim Russell gets some help.

Judson Edel and Jim Koeppen will meet with Greg Darden this afternoon to get some real settlement on how to handle truck traffic and road maintenance. Too much road damage is being created by truck traffic.

Judson Edel had a quote of \$84.00, per month and \$708.00, installation for video ~~and sound~~ at Gate 34.

Meeting adjourned.



Ladelle Russell
Secretary

approved as corrected

Syrol McLain absent.



Still Waters

Residential Association

Budget 2004 and Beyond

HAND OUT

CONSOLIDATED BUDGET

Still Waters Residential Association

	Actual 2004 Budget	Fully Funded '04 Budget
EXPENSES		
Administration	123,270	
Security/Gates	106,608	
Landscape & Grounds	106,862	
Roads Department	120,000	
Common Area	19,000	
Total Expenses	475,740	

Security_Gates

StillWaters Residential Association

	Actual 2004 Budget	Fully Funded '04 Budget
<u>Gate Att'ndts&Super</u>		
Payroll	80,004	
Benefits	5,280	
Total Payroll	85,284	
<u>Maintenance</u>		
Outside Services	996	
Office Supplies	300	
Equipment Repairs	2,796	
Operating Supplies	7,008	
Truck Expense	1,800	
Total Maintenance	12,900	
<u>Utilities</u>		
Modem 34	1,512	
Modem 49	1,512	
Telephone	2,496	
Water	900	
Electric	2,004	
Total Utitiles	8,424	
<u>Total Security/Gates Expenses</u>	106,608	

	Actual 2004 Budget	Fully Funded '04 Budget
<u>Roads</u>		
Paving-New Roads		
Re-Paving (Whole Road)		
Patching		
Ditch Repair		
Culvert Repair		
Materials(crusher run,etc)		
Rental Equipment		
Safety (reflectors/stripping)		
Total Roads	120,000	
<u>Total Landscape and Grounds Expense</u>	120,000	

BdReserveFund

StillWaters Residential Association

	Actual 2004 Budget	Fully Funded '04 Budget
<u>Board Reserve Fund</u>		
<u>Total Board Reserve Fund</u>	30,000	

STATE OF ALABAMA)
)
TALLAPOOSA COUNTY)

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned **STILL WATERS RESIDENTIAL HOMEOWNERS ASSOCIATION** (hereinafter referred to as "Grantor"), in hand paid by **HARBOR POINTE UTILITY, LLC**, an Alabama limited liability company, (hereinafter referred to as "Grantee"), the receipt of which is hereby acknowledged, said Grantor does by these presents, grant unto said Grantee, and to its successors or assigns, the right to enter upon the lands of Grantor, situated in the County of Tallapoosa, State of Alabama, and more particularly described as follows:

Any and all sewage lines in place and existing at the present time upon all properties owned by Grantor within the boundaries of Still Waters Resort in Tallapoosa County, Alabama, whether the same were acquired by grantor or its predecessors in title by easements recorded in the Office of the Judge of Probate of Tallapoosa County, Alabama or whether the same exist without recorded documentation (the "Sewer Lines") and any and all Roads or Rights of Way in place and existing at the present time owned by Grantor within the boundaries of Still Waters Resort in Tallapoosa County, Alabama.

(SUBJECT TO SWRA APPROVAL)

This easement includes but is not limited to the privilege to construct, erect, install, operate and maintain sewage lines and mains on, upon, along, over, through and across the hereinabove described lands together with the right of ingress and egress to, from and over the described land. *

** See next page*

By accepting the Easement granted herein, Grantee, for itself, its heirs, successors and assigns, covenants and agrees that it shall be responsible for the maintenance of the Sewer Lines. Grantor and Grantee intend that this covenant shall run with the land.

AGREED TO AND ACCEPTED BY:

HARBOR POINTE UTILITY, LLC, an Alabama limited liability company

By: _____

Its: _____

STATE OF ALABAMA)

)

COUNTY OF LEE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____ whose name as _____ Harbor Pointe Utility, LLC, an Alabama limited liability company, 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 the instrument, he, as such _____ and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the _____ day of _____, 2004.

Notary Public

* All work performed must meet the requirements as set forth in the 1987 "Amended and Restated Declaration of Restrictions and Protective Covenants for Stillwaters", "Specifications for Road Repairs at Stillwaters", and "Specifications for Excavation & Repair of Disturbed Areas in Right-of-Way Adjacent to SWRA/Residential/Commercial Property".



Still Waters

Residential Association

Budget 2004 and Beyond



Still Waters

Residential Association

Consolidated Budget 2004

	Actual 2004 Budget	Fully Funded '04 Budget
<u>EXPENSES</u>		
Administration	123,270	
Security/Gates	106,608	
Landscape&Grounds	106,862	
Roads Department	120,000	
Common Area	19,000	
<u>Total Expenses</u>	475,740	



Still Waters

Residential Association

Actual 2004 Income

	Actual 2004 Budget	Fully Funded '04 Budget
*Actual 2004 Income	475,740	
Fully Funded 2004 Income		
Annual increase needed in operating income		
<u>Total</u>	475,740	

*(71 Covenant \$100.00; 74 and 87 Covenants \$289.00 annually)



Still Waters

Residential Association

Administration Expenses

	Actual 2004 Budget	Fully Funded '04 Budget
<u>Payroll Expenses:</u>		
Salary & Wages	28,212	
Benefits	4,512	
Contract Labor	684	
Liability Insurance	25,008	
Office Supplies	3,600	
Legal	3,600	
New sletter/Directory	3,000	
Postage/UPS	3,000	
Leases-Office Equip	4,752	
Accounting	12,000	
Travel Expenses	300	
Maint. & Repair-Off. Equip	300	
Collection Expense	996	
<u>Utilities</u>		
Telephone	3,312	
Sew er	360	
Water	300	
Electric	2,004	
Rent	7,300	
Operating Supplies	552	
Welcome Pack Supplies	0	
Maint., Repair & Cleaning	10,800	
Garbage Service	240	
Emergency Fund	5,004	
Taxes	3,434	
Total Adm. Expenses:	123,270	<i>155,000</i>



Still Waters

Residential Association

Security/Gates Expenses

	Actual 2004 Budget	Fully Funded '04 Budget
<u>Gate Att'ndts & Super</u>		
Payroll	80,004	172,644
Benefits <i>ROD General 34 gate</i>	5,280	24 hrs @ 10 ⁰⁰
Total Payroll	85,284	
<u>Maintenance</u>		
Outside Services	996	1200
Office Supplies	300	420
Equipment Repairs	2,796	3996
Operating Supplies	7,008	9408
Truck Expense	1,800	3600 + 2400
Total Maintenance	12,900	21,020
<u>Utilities</u>		
Modem 34	1,512	
Modem 49	1,512	
Telephone	2,496	
Water	900	
Electric	2,004	4,008
Total Utilities	8,424	
<u>Total Security/Gates Expenses</u>	106,608	213,091

11,395⁰⁰

184,089

12,000
new truck

1,000-

~~48,624~~

10,428

2400.
215,491



Still Waters

Residential Association

Roads Department Expenses

	Actual 2004 Budget	Fully Funded '04 Budget
~~MAY~~ <u>Roads</u>		
Paving ~~New~~ Roads		75,000
Re-Paving (Whole Road)	2" over	64,000
Patching		60,000
Ditch Repair		10,000
Culvert Repair		3,000
Materials (crusher run, etc)		5,000
Rental Equipment		0
Safety (reflectors/striping)		7,000
Total Roads	120,000	224,000
<u>Total Landscape and Grounds Expense</u>	120,000	

20 yrs./1300 km.
20 yrs./175 km.
(17 miles)



Still Waters

Residential Association

Landscape and Grounds Expenses

	Actual 2004 Budget	Fully Funded '04 Budget
<u>Mowing</u>		
Labor	72,050	
Contract/Main	17,500	
Residential Street Mow ing		
Total Mowing	89,550	
<u>Entrance Gate</u>		
Electricity (Water Fall)	10,008	
Water (Water Fall)	900	
Electricity (Sign 49)	648	
Electricity (Sign SW/MB)	756	
Total Utilities	12,312	
<u>Landscape</u>		
Labor (pruning etc)	500	
Plants & Shrubs	0	
Fertilizer	500	
Mulch(pine straw)	-4,000	
Insecticides	0	
Professional Services	0	
Total Landscape	5,000	
<u>Total Landscape and Grounds Expense</u>	106,862	177,000.



Still Waters

Residential Association

Common Area Expenses

	Actual 2004 Budget	Fully Funded '04 Budget
<u>Pineview Pool</u>		
Maintenance		
Outside Services	6,000	
Chemicals	650	
Repairs-Labor&Material	2,500	
Total Maintenance	9,150	
<u>Utilities</u>		
Telephone (911)	156	
Electric	3,000	
Water	3,300	
Sewer	900	
Total Utilities	7,356	
Total Pool Expenses	16,506	35,000
<u>Tennis Courts</u>		
Maintenance & Equipment	250	
Water	216	
Electric	156	
Total Tennis Expenses	622	4,500
<u>Moonbrook Park</u>		
Maint.-Equipment		
Water	252	
Electric	900	
Pine Straw	600	
Operating Expenses	120	
Total Park Expenses	1,872	2,500
Total Common Area	19,000	21,500

+500 benches

Boat Launch
Res. & L.
Cardinal Hts.



Residential Association, Inc.

Memorandum

To: Residents & Owners of Property in Red Bud Villas, Eagle Peak Villas, Poplar Point, Moonbrook Villas and Martin Terrace

From: Eldon Johnson, President SWRA Board of Directors

CC:

Date: 3/2/2004

Re: Sewer

On September 5 & 6, 2003 The Baptist Foundation of Arizona sold at auction all properties owned in Stillwaters Resort. In that sale the sewer system was sold to several developers who purchased properties and I quote from the preliminary terms and conditions of sale, "Stillwaters Development" Dadeville, AL. September 5 & 6 2003 at 11:00 A.M. Section C 12 the sewage pump stations throughout the property (Stillwaters Resort) will not be maintained by the Residential Association." Three of the pump stations will be maintained by the purchaser of the sewage treatment facility (pump station #3 is located near the church of the Living Waters, pump station # 2 is at the sewage facility and pump station # 1 located near Poplar Point). The remaining pump stations ~~will be~~ *should have been* deeded to the property it services. The pumps will be deeded before or at closing.

It appears that the pump stations that are servicing the above addressed properties were not considered in the sale. However, all are located on private property and are servicing individual residences. Therefore it is the decisions of the Board that is it the responsibility of the residents being served by the pump station, they should share in the expense of maintaining the lift station until it reaches the main line.

Most of the owners in Poplar Point, Eagle Peak, Martin Terrace and Redbud are on gravity fed lines and therefore are not on a lift station. These people will be responsible for the sewer line until it reaches the main sewer line at which Harbor Pointe Utilities will be responsible.

In order to provide you with information that may assist you in maintenance of your lift station and line you may contact: Harbor Pointe Utilities at 825-0600 or Harmon Engineering at 334-864-9135. Of course you may already know of someone knowledgeable about your system, these suggestions are only for your convenience.

February 27, 2004

Harbor Point Development, LLC
Attn: Greg Darden
397 Marina Point
Dadeville, AL 36853

Dear Mr. Darden:

We appreciate your sharing our concerns regarding the extensive road damage being caused by vehicles supporting your construction effort at Harbor Point.

It was agreed at the February 23, 2004, meeting of the Board of Directors which you attended that your company would maintain and repave the road from Sunset Point to Marina Point. We requested that you also consider repaving from the Sunset Point entrance down Moonbrook Drive to the interface with the new pavement adjacent to the golf practice areas. Also, since we have limited the access of your construction traffic to Gate 34, that your company also maintain/repair the road from Gate 34 to Sunset Point during construction.

As of February 26th we have not received a response to our proposal. It is of utmost importance that we reach an agreement on this matter so that our roads are maintained in a safe manner and in good condition for our residents. With this said, I am requesting "warning devices" be placed at the appropriate locations to warn drivers of significant road damage ahead.

Further, I understand that vehicle traffic on Marina Point is avoiding road damage by utilizing the other lane. This creates an unsafe condition, which must be corrected.

Your prompt action in responding by my requests is sincerely appreciated.

Sincerely,

Eldon Johnson
President, SWRA

Cc: Road Committee

Tracy Pike

From: Penny Alexander [pennyalex@babyfurnitureplus.com]
Sent: Sunday, February 29, 2004 2:36 PM
To: Tracy Pike
Subject: re Questions for meeting

Tracy,
Thought I would pass along some questions for the Board to prepare to address at the meeting.

How much more are we now having to pay as compared to the last couple of year's budgets. What is new in the budget now?

How much is rent on the office a month?

How much does it cost to man the gates (personnel costs)?
How much to maintain the gates?

What is the difference between different older set of covenants and the 87 covenants? In other words what would one gain and what would one give up by changing to the 1987 set.

What plans does the board have to increase revenues?

These were some that came up in conversations with people. Talk to you soon
Thanks
Penny

2/27/04

Fellow Board Members

This is a copy of what and to whom
the Roads letter was previously sent to.

The Roads Committee is presently updating
this list to send both our Road & Side of
Road specifications

A handwritten signature, possibly reading "Jim", written in dark ink. It features a stylized, cursive script with a prominent loop at the end.



Residential Association, Inc.

June 9, 2000

Charter Communications
1232 Cherokee Road
Alexander City, AL 35010

COPY

Re: All StillWaters Roads

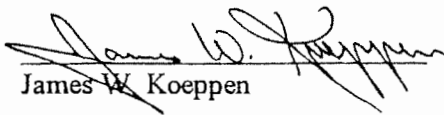
Dear Charter Communications:

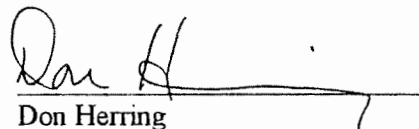
It has come to the attention of the Roads Committee of StillWaters Residential Association, Inc. that work in StillWaters by some companies has caused damage to our roads and surrounding landscape. Roads in some cases have been left in an unstable and sometimes hazardous condition.

Effective upon receipt of this letter, we will require Charter Communications to make full repairs to any damages to the roads, shoulders, drainage ditches, etc., which are caused by your operations.

All repairs must be made in a reasonable time meeting our specifications: (60 days in spring, summer and fall or favorable weather in winter). These specifications are included as an attachment to this letter. If these repairs are not made in the above time frame, the Roads Committee will then contract the work out and will bill Charter Communications accordingly.

Sincerely,


James W. Koeppen


Don Herring





MAILING LIST - UTILITIES

Company	Address1	City	State	PostalCode
Walnut Hill	County	Dadeville	AL	36853
Water Authority	Road 50			
City of Dadeville	192 S.	Dadeville	AL	36853
- Gas Dept.	Broadnax Street			
Alabama Power	225 E.	Dadeville	AL	36853
Compant	LaFayette Street			
Charter	1232	Alexander	AL	35010
Communications	Cherokee Road	City		
BellSouth	103	Alexander	AL	35010
	Church Street	City		

MAILING LIST - CONTRACTORS

Company	Address1	City	State	PostalCode
Alabama Power Company	225 E. LaFayette Street	Dadeville	AL	36853
Dark Alexander & Co.	5295 Highway 280	Alexander City	AL	35010
Area Concrete, Inc.	4751 Dadeville Road	Alexander City	AL	35010
The Concrete Company	346 Highway 280	Alexander City	AL	35010
Don Carter Construction	325 N. Central Avenue	Alexander City	AL	35010
Henderson & Coker	1700 Tallapoosa Street	Alexander City	AL	35010
Bailey Homes, Inc.	9856 Highway 280	Jackson's Gap	AL	36861
Baswell Construction	1520 Hicks Store Rd.	Tallassee	AL	36078
Harold Woodard	279 Elbert Dr.	Alexander City	AL	35010
Lake Martin Builders	131 Herren St.	Dadeville	AL	36853
Prestige Builders	92 Wave Front Circle	Dadeville	AL	36853
M&M Construction Co.	120 McBride Loop	Jackson's Gap	AL	36861

Harbor Point Development



HARMON CONSTRUCTION CO., INC.

SITE · UTILITY · STRUCTURAL CONSTRUCTION
13376 C. L. TORBERT JR. PARKWAY · LAFAYETTE, ALABAMA 36862
PHONE: 334-864-8593 FAX: 334-864-8046
e-mail: douglasharmon@charter.net

February 26, 2004

Dr. Eldon D. Johnson, President
Stillwaters Residential Association Inc.
1816 B Stillwaters Drive
Dadeville, AL 36853

**RE: RELOCATION OF UMPHRESS FAMILY CEMETERY TO CANADA
CEMETERY**

Dear Dr. Johnson,

Our company has been selected by The Pointe @ Sunset Point, LLC to relocate the graves of the Umphress Family Cemetery from Sunset Point. We have employed Dr. John Cottier, registered archaeologist, from Auburn University to supervise this project. All excavations and reburials will be according to regulations and guidelines of the Alabama Historical Commission and the project will be permitted by the Commission.

With the assistance of Dr. Cottier we have examined both the Porch Family Cemetery and The Canada Cemetery, both located within Stillwaters, as potential reburial sites. Dr. Cottier feels that the Canada Cemetery, based upon size, location, and ownership, is the preferred reburial location.

By this letter we are requesting that the Stillwaters Residential Association, as owner of the Canada Cemetery, allow us to rebury remains from the Umphress Family Cemetery in the Canada Cemetery. We respectfully request your approval as soon as possible so that the proposed construction project at Sunset Point can proceed.

If there are any questions please contact me. Thank you for your consideration.

Sincerely,



Grady R. Harmon, P.E.

cc. Dr. Gary Hunt
Dr. John Cottier



Residential Association, Inc.

May 17, 2002

Mr. Albert Bulls
302 Marina Point Road
Dadeville, AL 36853

Subject: Covenant Violation - Dogs

Dear Mr. Bulls:

It has been observed that you are in violation of Article 3.8, "Offensive Activity", of the Declaration of Restrictions and Protective Covenants for Still Waters. **You are to consider this letter as your written notice and as a "Certificate of Violation",** addressed in Article 9.10.

You have 30 days from this date to correct this violation. If after 30 days there has been no positive response or attempt to satisfy this violation, the SWRA will take the proper legal action established in Article 9.9, "Enforcement", to bring your property into compliance of said covenants. Unleashed animals will be picked up and removed to a proper shelter.

Article 9.11, of the Declaration of Restrictions and Protective Covenants for Still Waters, allows your Residential Association to "interpret the provisions" to better serve our community. The Board interprets Article 3.8, to include any pet that is not leashed and controlled by its owner as a "nuisance to the neighborhood".

Still Waters provides us a beautiful natural setting in which to live. The community expects you to honor the covenants that protect this atmosphere. Please cooperate with your Residential Association and put your immediate attention toward this matter.

Thank you,

Carol Evans
Chief of Security/ Covenant Compliance Officer

Alabama's Premier Golf & Lake Community

11 Lakeview Ridge Dadeville AL 36853
256/825-2990 FAX 256/825-2991 swra@mindspring.com

ALBERT C. BULLS III, P.C.

ATTORNEY AT LAW
2801 Althea Street
Tuskegee, Alabama 36088

Telephone: (334) 727-1074

Fax: (334) 727-1639

Please Reply To:
P. O. BOX 1233
TUSKEGEE, ALABAMA 36087-1233

May 21, 2002

Ms. Carol Evans
StillWaters Residential Association
Chief of Security/Covenant
Compliance Officer
11 Lakeview Ridge
Dadeville, AL 36853

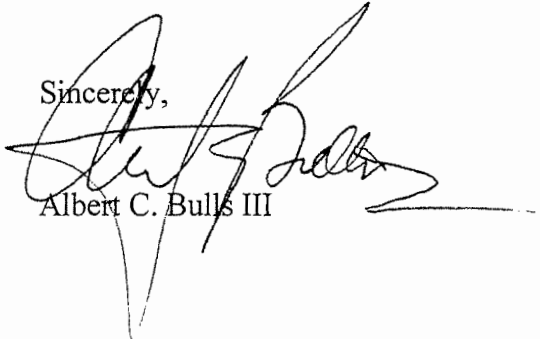
RE: COVENANT VIOLATION – DOGS

Dear Ms. Evans:

I am in receipt of your May 17, 2002 letter concerning the above referenced. In an effort to resolve the alleged problem addressed in your letter, please send me a complete copy of the Declaration of Restrictions and Protective Covenants. In addition, please send me a list of all of the other residents, their names and addresses, that you have sent a similar letter concerning covenants violations involving dogs within the past year.

Please send this information at your earliest convenience and if you have any questions, please contact me.

Sincerely,



Albert C. Bulls III

ACB/ab

SWRA Board Meeting
February 24, 2004

The meeting was called to order by President, Eldon Johnson.

Minutes of the February 2, 2004 meeting were read and approved.

Speed limit signs were added to the Road Committee agenda. Ladelles Russell reported that the bulletin board is almost complete and will be installed within a few days. Security guards will be invited to a board meeting, one or two at a time, to be introduced to the board members.

Minutes of the February 9, 2004, meeting were read and approved as corrected.

A letter from Allen Olson was read which stated that the pump station at Moonbrook Villas, which were not sold at auction, was not deeded to any property but lift stations not deeded are the responsibility of the property owners which it serves. SWRA is not responsible for any pump station. Moonbrook Villa residents will have to take action with the Baptist Foundation. Judson Edel suggested a letter be sent to the Villa residents with a copy of Mr. Olson's letter. The power company billing will be taken out of the SWRA name within two weeks, as we can not be responsible for same any longer.

A pump station at Popular Point which is not on that property but services some of those units is acting up. Reggie Gilbert, a resident, called Dr. Johnson and said the alarm was sounding. We must determine which residents are serviced by that particular lift station, and notify them that it is their responsibility. A letter should also be sent to Alabama Power designating those owners.

Dr. Eldon Johnson wrote a letter to Mark Allen Treadwell, stating that funding is not in our budget this year for retaining his services. If we owe him for any services already rendered, please send a statement.

Other attorneys suggested were not available but Albert Bull and Ken Wright want to meet with us.

Minutes of the February 28, 2004, meeting were read and approved as amended.

The new lease contract with Berney Office Solutions, for a Copier/Fax/Printer machine will save \$54.85, per month, a total of \$658.20, each year, plus give us more copies on an upgraded piece of equipment.

~~Pump~~ ^{running}
~~Lights~~ on Gate 49 entrance will be ~~burning~~ from 9:00 AM til 7:00 PM, daily. John Gregory will set on/off time himself and lock it so no one else will tamper with the control.

Phone service has been changed from Bell South to AT&T at a savings of \$504.00, per month for six lines.

A dead tree needs to be removed at Popular Point. We need to find someone to take care of this for us.

A bill from SWVF&R covering common area properties in the amount of \$320.00, was approved for payment.

Jim Koeppen reported that he has gotten information for a collection of delinquent residential fees procedure.

Minutes of February 21, 2004, were read and approved as corrected.

Corrected copies of minutes of SWRA board meetings will be put on the website.

A final check-out of the 2004 budget should be made by each board member to be sure there are no errors.

A sewer easement requested by Harbor Pointe Utility, L.L.C., was studied and will be brought before the Roads Committee for further study on Thursday. Nothing says they will follow '87 covenants and specifications.

Dr. Johnson asked Ladelle Russell to appoint a committee from the Neighborhood Council to study the best answer for storage of boats and trailers.

In regard to a vacant parcel on Laurel Ridge which is unplatted, approximately 16,500 sq. ft., surrounded by nine lots, probably cannot perk and is not big enough for field lines, owned by a Pardo family, who has requested permission to build a house, is smaller than the minimum sq. ft. requirement of 20,000 sq. ft. We request the ARC to make a recommendation to the Board and we will make a final decision whether to approve for construction.

A letter will be mailed to property owners who are delinquent in payment of residential fees, on March 8, 2004, notifying them that a minimum late charge of \$50.00, will be added to the amount due and if payment is not received by March 31, 2004, collection will be turned over to an attorney.

A committee will be appointed from the Neighborhood Council to recommend how to control dogs which are allowed to roam the community and also how to see that unsightly lots and residences are kept clean and attractive.

Greg Darden with Harbor Pointe, said he will send us a letter stating their intentions in regard to road repairs. The guard they have posted at Gate 34 swipes the same card for read-out each time a truck enters. A count is kept by Shay Dye at Gate 49. All other vehicles will be admitted at Gate 34 with owners own gate card.

A study will be made of the accounting contract now in use and see if a savings can be made there.

Meeting adjourned.



Ladelle Russell
Secretary

Approved @ Corrected

Syrol McLain absent

SWRA BOARD MEETING

Dr. Johnson and the Board of Directors were pleased with attendance and participation at the Annual Meeting. We hope most of the questions were answered to your satisfaction and we continue working to solve those that are pending.

Most residents at the Annual Meeting indicated that they want the covenants enforced. Buddy McCrary will chair a Covenants Enforcement Committee, together with Peggy Stevens and Tom Handley. If you would like to serve on this committee, please call Tracy at SWRA. Each resident has the right to notice violations and report them. The Board will issue resolutions.

Second notices have been mailed for delinquent maintenance fees with the stipulation of late fees being added. It is important that all fees are brought current in order for SWRA to function as it should. Since March 5th, four liens have been cleared and three properties have been subjected to the 1987 covenants.

The Board passed a resolution that "SWRA is not a developer under any covenants". This resolution is backed by a letter from Alan Olson, dated February 10, 2004 as follows: "SWRA Declarant Rights - per Section 5.3 of the Articles of Incorporation, we were the Class B member until we gave the association notice, at which time all Class B members became Class A members. Therefore, there is no "Declarant" or developer for SWRA, only Class A members."

Effective March 10, no truck over two axles will be allowed to use gate 49. All of these vehicles will be directed to gate 34. A keyless entry system has been ordered at

the cost of \$2000.00 and will take about two weeks for the system to be installed. During this period SWRA will put guards at gate 34 between the hours of 7 AM and 7 PM, Monday-Saturday. The cost of the guards and the system will be taken from the road budget but will be reimbursed when impact fees are charged to use the keyless entry system.

Please use our bulletin board which has been installed at Moonbrook Park, thanks to Jim Russell and Harry Otto. This board will be changed monthly. Please sign and date any notices posted there in order to keep it neat and current. No business ads please!

The company that made our windshield gate passes has gone out of business and we will not be able to replace them as they "die"; therefore you will be issued a hand-held gate pass if you turn in a windshield card that no longer works. If you need to purchase additional passes the cost will be \$15.00 per pass.

A sign will soon be posted warning that the gate will be closing immediately after each vehicle is admitted. **BE SURE TO OPEN THE GATE WITH YOUR CARD WHEN FOLLOWING BEHIND SOMEONE ELSE - DO NOT TAILGATE!**

Beginning April 4, every car will be checked for a decal. If you have not received yours and you have paid your maintenance fees, check with Tracy at SWRA.

New Residential Building Fees have been approved and are effective April 1, 2004.

Residential Building Permit: \$750.00
Residential Impact Fees (new construction):
3,000 sq. ft. + \$750.00
2,000-3,000 sq. ft. \$500.00
Under 2000 sq. ft. \$300.00

Heated & Cooled Additions Permit:
Under 1,000 sq. ft. \$250.00
Over 1,000 sq. ft. \$750.00 only
Porch, Deck, Dock etc. \$150.00

Multifamily:
Building Permit \$750.00/unit
M.F./Impact \$750.00/bldg

Commercial Building Permit:
\$1275.00

Commercial Impact Fee:
\$1.00 sq. ft. heated & cooled
\$0.50 sq. ft. unheated/uncooled enclosed building

The newsletter deadline is the last Monday of each month unless otherwise notified. If you have access to email please email your articles to tracypike@charter.net, if not you may leave them in Ladelles Russell's mail box at SWRA. Items may need to be edited in the interest of space available but we welcome all contributions.

**PLEASE NOTE NEW SWRA
OFFICE HOURS ARE:
Monday - Friday
7:30 AM - 3:00 PM**

AWESOME CAKES.....

Wedding Cakes

Birthday Cakes

Special Occasion

Jennifer Barrick 825-2938



BENNINGTON PONTOONS & DECK BOATS

merCruiser

EVINRUDE



**Johnson
OUTBOARDS**

LAKE SIDE MARINA, LLC

7361 HWY. 49 SOUTH, DADEVILLE, AL 36853

DONNIE McDANIEL
Owner

Phone/Fax: (256) 825-9286
Cell: (256) 234-9300

SWRA Board Meeting
March 2, 2004

The meeting was called to order by President Eldon Johnson.

Copy of a letter written by Dr. Johnson is attached, in which he outlined promises made by Greg Darden to SWRA regarding maintenance of our roads. He also asked that warning devices be placed at the appropriate locations to warn drivers of significant road damage ahead. Dr. Johnson asked for a prompt reply. Three owners plan to be at the annual meeting. Other owners will be invited and asked to submit plans to the Board as to their construction work.

A letter was received from Harmon Construction requesting permission to rebury remains from the Umphress Family Cemetery in the Canada Cemetery, which is owned by SWRA. Lee Ann Hewitt, with the Alabama Historical Commission, said it is okay to move these remains to the SWRA location. We must have a letter from Dr. John Cottier, a registered archaeologist, from Auburn University, and Dr. Gary Hunt, property owner at Sunset Point, who owns the property where the Umphress Cemetery is located, stating that all requirements are met for this move to take place.

There are fifty-nine owners (66 properties) on the list of '71 covenant residents, who pay \$100.00, annually in maintenance fees. Two of these owners have paid the full fee this year. Residents under '74 covenants pay the \$289.00, fee as do all others. At this time, \$114,058.50, is outstanding on 2004 billings, \$22,144.00, is outstanding from 2003 and \$83,309.00, outstanding from other past years. We must find ways to encourage those under '71 covenants to upgrade to '87 covenants and those delinquent to pay up to date, like everyone else.

Dr. Johnson had to leave the meeting and turned the rest of the business over to Jim Koeppen, Vice President.

A power point program will be presented at the annual meeting and each board member is asked to give a report and express "ideal wants" for the future of SWRA in the coming years when we have more money at our disposal. Copies of these proposals are attached here, giving totals in various expenditures as desired to upgrade our community.

Syrol McLain will give the report on Administration Expenses. Jim Koeppen will call and notify him that we will meet again Friday afternoon at 1:00, for a rehearsal for the annual meeting and get tables set up at the Civitan Lodge.

Minutes of the February 24, 2004, meeting which were read by each ~~member~~ board member, were corrected to read that the pump on Gate 49 entrance will be running 9:00 AM until 7:00 PM daily, instead of the lights. The minutes were approved as corrected.

Dr. Johnson said he was pleased with the annual meeting and received good response from residents. The Board appreciated compliments given at the meeting by Connie Burke and Forrest Foresman. The Civitan Club was paid \$100.00, for use of their building.

Instead of putting full minutes on the WebPage, we decided to have them available on file in the office as usual but publish an edited edition on the Web and in the newsletter, giving all information voted on and not all the minute details of each meeting.

Three trees at Poplar Point were cut and removed for \$200.00, and all trucks enter Gate 34, where a paid guard will continue until the keyless system is in effect.

Minutes of the March 9, meeting were reviewed and corrected as follows. Eldon Johnson's name was included in directors listed as present; and instead of sewer easement, "sewer line take-over"

John Durr submitted a resolution that SWRA is not a developer under any set of covenants and this is backed up by a letter from Allen Olson at the time of the auction. This resolution was seconded by Jim Koeppen and carried.

Attorney Blake Lowe was introduced by Dr. Johnson and the Board members were given the opportunity to ask questions. Mr. Lowe gave a brief background of his education and law practice. He lives in Alexander City, practices there and attended school in Tallapoosa County, University of Alabama, and Cumberland Law School. He works in all fields of law and is well versed in real estate law as well as SWRA covenants as he is a property owner in SW. He has an associate in his offices in Alexander City and Gulf Shores, Al..His fee is \$150.00, per hour.

Sy McLain asked Board members to help in selling ads for the newsletter. He is meeting with Mary Embry tomorrow and wants to sell \$1,000.00 each month.

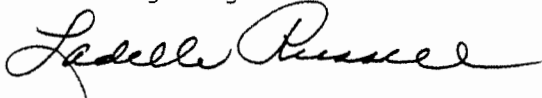
Jim Koeppen will bring information about the ^{TRAILER} storage lot to the next meeting. Debbie Nigh has drawn a plan that he will present.

Dr. Johnson asked Tom Handley to chair a covenants committee to enforce the covenants.

Next meeting will be March 23.

Approved as corrected.

Meeting adjourned.



Ladelle Russell
Secretary

All members present.

SWRA BOARD MEETING
March 16, 2004

President Eldon Johnson called the meeting to order and introduced attorney, Linda Benson, to be interviewed by the Board. Each board member was given an opportunity to ask questions of her, first giving a personal history. She lives in Tallassee, attended Reel~~X~~town School 12 years, Alex City Jr. College, AU Montgomery, and Jones Law School. Passed the bar 1980, and began practice immediately, in Tallassee. She is 50 years old, unmarried. Charges are \$125.00, per hour and does not recommend retainage fees. Dr. Johnson thanked her for her time and she was excused.

Recommendations were received from the ARC regarding Building Permit Rates (copy attached). Judson Edel moved that a fee of \$1,000.00, be charged for review of permit plans by ARC and a residential impact fee for new single family homes be \$1,000.00, including code for Gate 34 entry. Frank Greer seconded the motion and it carried.

Judson Edel moved that any addition of open areas, such as garages, decks, etc., would have a fee of \$200.00, and additions of enclosed areas, such as heated and cooled rooms, etc. would have a fee of \$500.00, including impact fee, for permits. Sy McLain seconded and it carried.

John Durr moved that anyone who made additions without a building permit will be charged set permit fee plus half of that fee again as penalty. Sy McLain seconded and the motion carried.

John Pounds and Arlen Adams from Alabama Power Company arrived and were introduced. They were asked questions as to power meter locations and uses. Tracy gave them a list of meter numbers which they will trace and forward information to us as soon as possible. They said a black tag on the bottom of each meter should show either Alabama Power Company or Southern Company and a short number preceded by two letters for identification purposes. This information from them should help us identify meters we are responsible for and what it covers.

Tracy asked permission to change her office hours to 7:30 AM 'til 3:00 PM, beginning on date of school Spring break ending. Sy McLain moved that we approve the new hours; Frank Greer seconded and it carried.

The light at the tennis court that was broken by the son of a resident will be repaired and billed to the parents. We will ask that the son come to face the Board and apologize, with Jim Bass present in uniform and with badge, to make an impression.

Dr. Johnson expressed thanks to Jim Russell and Harry Otto for the new bulletin board at Moonbrook Park and will write a letter complimenting them on a job well done.

In reviewing minutes of the March 2, meeting, "water falls" should be inserted referring to the pump at Gate 49; Bill Wilkinson instead of Bill Wilkerson, and instead of sewer easement "sewer line take-over", corrections were made and minutes approved as corrected.

Forty-eight trucks were counted entering the 49 Gate today. Shea is to ask where they are going. Greg said he was expecting only 3 or 4 trucks today and could not afford to have a guard at the gate for so few. They would be willing to pay for a camera and phone as that would be cheaper than a guard. (Bill Wilkerson interrupted the meeting to complain about trucks and mud on the street in front of his house). The trucks entering were red, so there was no doubt about to whom they belong.

Jim Bass, who has been hired as our roving guard, was introduced by Judson Edel. Mr. Bass presented a copy of the Traffic Policy which was published in the April, 1993, Newsletter, which is attached to these minutes. It is assumed that this policy may still be enforced. The Board adopted same.

A copy of a letter written by Dr. Johnson to Residents & Owners of Property in Red Bud Villas, Eagle Peak Villas, Poplar Point, Moonbrook Villas, and Martin Terrace is attached. This letter concerns ownership and maintenance of pump stations servicing the above mentioned properties. This letter has not gone out yet and should have some corrections before mailing. An E-Mail from Allen Olson should be enclosed with the letter when it is mailed. Frank Greer moved that the letter be sent and the motion was seconded by John Durr. It carried.

Three trees need to be removed at Poplar Point. One quote of \$1,100, was received. Dr. Johnson will follow up by getting another quote.

Frank Greer reported that he and Linus Filey met regarding the unplatted lot and determined that it is not a buildable lot. The board asked the ARC to interview other lot owners in the area and measure the lots to compare size then make a recommendation to the Board. The ARC is also asked to give a report on permits issued for buildings and any other permits.

The sewer ^{line take over} ~~easement~~ requested by Harbor Pointe Utility, L.L.C. was discussed and it was decided that additions must be made as noted on the attached copy before we can give a permit.

Ladelle Russell reported that posts are in the ground for the bulletin board and it will be installed as soon as Jim Russell gets some help.

Judson Edel and Jim Koeppen will meet with Greg Darden this afternoon to get some real settlement on how to handle truck traffic and road maintenance. Too much road damage is being created by truck traffic.

Judson Edel had a quote of \$84.00, per month and \$708.00, installation for video ~~and sound~~ at Gate 34.

Meeting adjourned.



Ladelle Russell
Secretary

*approved as
A.M. D.C.*

Svrol McLain absent.

E.D. JOHNSON, PRESIDENT
STILLWATERS RESIDENTIAL ASSOCIATION

DEAR SIR,

THE RESIDENTIAL ASSOCIATION HAS A DIFFICULT JOB AHEAD AS IT ACCEPTS THE RESPONSIBILITIES OF BEING THE "DEVELOPER". NO ONE RECOGNIZES BETTER THAN I, THE HORRIBLE MESS THE BFA LEFT TO YOU AND I HAVE EMPATHY FOR YOUR SITUATION. HOWEVER, IN LIGHT OF INFORMATION DEVELOPED BY MOONBROOK VILLA OWNERS, WITH LEGAL ADVICE, WE PROCLAIM THE SEWER PROBLEM, FOISTED UPON US, TO BE A PROBLEM BETWEEN THE "DEVELOPER" AND THE OWNER/OPERATOR OF THE SEWAGE PLANT.

THANK YOU FOR THE OPPORTUNITY TO MEET WITH YOU AND DISCUSS THIS SITUATION WITH THE BOARD.

RESPECTFULLY,

REX EVANS
MOONBROOK VILLA OWNER

SWRA Board Meeting
February 24, 2004

The meeting was called to order by President, Eldon Johnson.

Minutes of the February 2, 2004 meeting were read and approved.

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A letter from Allen Olson was read which stated that the pump station at Moonbrook Villas, which were not sold at auction, was not deeded to any property but lift stations not deeded are the responsibility of the property owners which it serves. SWRA is not responsible for any pump station. Moonbrook Villa residents will have to take action with the Baptist Foundation. Judson Edel suggested a letter be sent to the Villa residents with a copy of Mr. Olson's letter. The power company billing will be taken out of the SWRA name within two weeks, as we can not be responsible for same any longer.

A pump station at Popular Point which is not on that property but services some of those units is acting up. Reggie Gilbert, a resident, called Dr. Johnson and said the alarm was sounding. We must determine which residents are serviced by that particular lift station, and notify them that it is their responsibility. A letter should also be sent to Alabama Power designating those owners.

Dr. Eldon Johnson wrote a letter to Mark Allen Treadwell, stating that funding is not in our budget this year for retaining his services. If we owe him for any services already rendered, please send a statement.

Other attorneys suggested were not available but Albert Bull and Ken Wright want to meet with us.

Minutes of the February 28, 2004, meeting were read and approved as amended.

The new lease contract with Berney Office Solutions, for a Copier/Fax/Printer machine will save \$54.85, per month, a total of \$658.20, each year, plus give us more copies on an upgraded piece of equipment.

~~Pump~~
~~Lights~~ on Gate 49 entrance will be ^{running} burning from 9:00 AM til 7:00 PM, daily. John Gregory will set on/off time himself and lock it so no one else will tamper with the control.

Phone service has been changed from Bell South to AT&T at a savings of \$504.00, per month for six lines.

A dead tree needs to be removed at Popular Point. We need to find someone to take care of this for us.

A bill from SWVF&R covering common area properties in the amount of \$320.00, was approved for payment.

Jim Koeppen reported that he has gotten information for a collection of delinquent residential fees procedure.

Minutes of February 21, 2004, were read and approved as corrected.

Corrected copies of minutes of SWRA board meetings will be put on the website.

A final check-out of the 2004 budget should be made by each board member to be sure there are no errors.

A sewer easement requested by Harbor Pointe Utility, L.L.C., was studied and will be brought before the Roads Committee for further study on Thursday. Nothing says they will follow '87 covenants and specifications.

Dr. Johnson asked Ladelle Russell to appoint a committee from the Neighborhood Council to study the best answer for storage of boats and trailers.

In regard to a vacant parcel on Laurel Ridge which is unplatted, approximately 16,500 sq. ft., surrounded by nine lots, probably cannot perk and is not big enough for field lines, owned by a Pardo family, who has requested permission to build a house, is smaller than the minimum sq. ft. requirement of 20,000 sq. ft. We request the ARC to make a recommendation to the Board and we will make a final decision whether to approve for construction.

A letter will be mailed to property owners who are delinquent in payment of residential fees, on March 8, 2004, notifying them that a minimum late charge of \$50.00, will be added to the amount due and if payment is not received by March 31, 2004, collection will be turned over to an attorney.

A committee will be appointed from the Neighborhood Council to recommend how to control dogs which are allowed to roam the community and also how to see that unsightly lots and residences are kept clean and attractive.

Greg Darden with Harbor Pointe, said he will send us a letter stating their intentions in regard to road repairs. The guard they have posted at Gate 34 swipes the same card for read-out each time a truck enters. A count is kept by Shay Dye at Gate 49. All other vehicles will be admitted at Gate 34 with owners own gate card.

A study will be made of the accounting contract now in use and see if a savings can be made there.

Meeting adjourned.



Ladelle Russell
Secretary

Approved as corrected.

Syrol McLain absent.

FEBRUARY 23, 2004

STILLWATERS RESIDENTIAL ASSOCIATION
1816-B STILLWATERS DRIVE
DADEVILLE, ALABAMA 36853

REF: SEWAGE SYSTEM MOONBROOK VILLAS

DEAR SIRs:

THE RESIDENTS OF MOONBROOK VILLAS, INDIVIDUALLY AND IN CONCERT, PRESENT THIS WRITING TO THE STILLWATERS RESIDENTIAL ASSOCIATION TO SHOW CAUSE WHY SAID RESIDENTS ARE FREE OF OBLIGATION FOR THE INSTALLATION AND MAINTANCE OF THAT PART OF THE STILLWATERS SEWAGE SYSTEM LOCATED UPON AN EASEMENT WITHIN THEIR NEIGHBORHOOD.

WHEREAS, THE THEN DEVELOPER OF STILLWATERS IN THE LATE 70'S AND/OR EARLY 80'S DID BUILD MOONBROOK VILLAS WITH SEWERAGE (LINES/PUMPS) PRIOR TO ANY SALE OR PRIVATE OWNERSHIP AND WHEREAS THE PRESENTATION OF THESE SAID VILLAS FOR SALE INCLUDED A HUD REPORT (UPDATED FROM TIME TO TIME) (ATTACHMENT A) WHICH PROCLAIMED THE SOLE OWNERSHIP OF THE SEWAGE SYSTEM BY THE DEVELOPER, AND WHEREAS NO DEED TO ANY AND/OR ALL OF THE INDIVIDUAL VILLAS CONTAINS MENTION OF THE CENTRAL SEWAGE SYSTEM (I. E. PUMP STATION, SEWERAGE LINES) IT IS APPARENT THAT THE DEVELOPER AND HIS SUCCESSOR AND/OR ASSIGNS OWNS THAT PART OF THE SEWAGE SYSTEM LOCATED IN THE MOONBROOK VILLAS AREA.

WHEREAS, IN THE LATE 90'S THE DEVELOPER, WITHOUT NOTICE OR EXPLANATION TO THE MOONBROOK VILLA OWNERS/RESIDENTS, DID ENTER THE EASEMENT BETWEEN BUILDINGS "B" AND "C" AND CAUSE HARMON ENGINEERING (ACTING AS THEIR AGENTS) TO REPAIR, REPLACE OR OTHERWISE MAKE FUNCTIONAL THAT PART OF THE CENTRAL SEWAGE SYSTEM COMMONLY KNOWN AS PUMP STATION # 9, MAKING IT APPARENT THAT THE DEVELOPER WHOLLY OWNED THE SYSTEM AND THE RIGHTS OF EASEMENT. (ATTACHMENT B-1 AND B-2)

WHEREAS A STATUTORY WARRANTY DEED WAS EXECUTED ON THE 25 TH DAY OF NOVEMBER 2003 AND RECORDED ON CARD NO. 188484 AT THE TALLAPOOSA, ALABAMA, COUNTY COURT HOUSE ON 2 DECEMBER 2003, CONVEYING ALL RECORDED AND UNRECORDED EASEMENTS TO THE STILLWATERS RESIDENTIAL ASSOCIATION, INC. AND WHEREAS THE AFOREMENTIONED PUMP STATION # 9 AND CONNECTING SEWERAGE LINES ARE ON/UNDER AN EASEMENT AS OUTLINED IN THE RESTRICTIONS AND PROTECTIVE COVENANTS DATED 6/8/1971, PART 1, PAGE 4, PARAGRAPH 14, AND IN THE AMENDED AND RESTATED RESTRICTIONS AND PROTECTIVE COVENANTS FOR STILLWATERS, DATED 21 APRIL 1987 AND RECORDED ON CARD NO. 041595 AT THE TALLAPOOSA, ALABAMA, COUNTY COURT HOUSE ON 8 MAY 1987, ARTICLE VIII, PAGE 14, PARAGRAPH 8.1, WOULD BE APPARENT THAT IN THE CASE OF THE STILLWATERS CENTRAL SEWAGE SYSTEM, THE RESIDENTIAL ASSOCIATION IS NOW THE DEVELOPER.

A WRITING APPARENTLY PREPARED BY J. P. KING AUCTION COMPANY (UNDATED AND UNSIGNED) AS INFORMATION TO PROSPECTIVE BUYERS, RELATES A PLAN FOR OPERATION OF THE SEWERAGE PUMP STATIONS. THIS WRITING HAS NO LEGAL STANDING OBVIOUSLY, BUT EVEN IF IT DID, THE PUMP IN MOONBROOK VILLAS AREA WAS NEVER DEEDED TO ANY OF THE PROPERTY OWNERS, (ATTACHMENT C).

AND WHEREAS A SPECIAL WARRANTY DEED WAS EXECUTED ON 4 OCTOBER 2003 BY STILLWATERS DEVELOPMENT COMPANY AND RECORDED ON CARD NO. 187474 ON 26 OCTOBER 2003 GRANTING CERTAIN REAL ESTATE AND EASEMENTS TO HARBOR POINTE UTILITY, LLC, "EXHIBIT B" PARAGRAPH 2 WOULD SEEM TO POINT OWNERSHIP OF PUMP # 9 TO SAID HARBOR POINTE UTILITY LLC. (ATTACHMENT D)

WE ARE CONVINCED FROM THE PROOF PROVIDED HERE IN THAT THE INDIVIDUAL MOONBROOK VILLA PROPERTY OWNERS NEVER WERE RESPONSIBLE FOR THE OWNERSHIP/MAINTENANCE OF ANY PART OF THE CENTRAL SEWAGE SYSTEM, AND CERTAINLY AFTER THE LATEST DEEDS WERE EXECUTED AND ACCEPTED IT IS MORE APPARENT THAT THIS CONTINUES TO BE THE CASE.

IT IS INCONCEVABLE THAT ANYONE CAN BELIEVE THAT THE TREATMENT OF SEWAGE CAN/WOULD/SHOULD BE SEPARATE FROM THE SEWERAGE SYSTEM TO DELIVER THAT SEWAGE FOR PROCESSING. AT A MONTHLY RATE OF NEARLY 2 AND 1 HALF TIMES THE MINIMUM WATER RATE, THE OWNER OF THE SYSTEM IS WELL PAID TO PROVIDE FULL SERVICE.

RESPECTIVELY SUBMITTED;

MOONBROOK VILLA OWNERS

- 1) ATTACH - A - HUD EXTRACT
- 2) ATTACH - B1 - ORIGINAL COVENANTS EXTRACT
- 3) ATTACH - B2 - AMENDED COVENANTS EXTRACT
- 4) ATTACH - C - J.P. KING WRITING
- 5) ATTACH - D - SEWAGE PLANT DEED
- 6) ATTACH - E - Sewer Deed

READ THIS PROPERTY REPORT BEFORE SIGNING ANYTHING

This Report is prepared and issued by the developer of this subdivision. It is NOT prepared or issued by the Federal Government.

Federal law requires that you receive this Report prior to your signing a contract or agreement to buy or lease a lot in this subdivision. However, NO FEDERAL AGENCY HAS JUDGED THE MERITS OR VALUE, IF ANY, OF THIS PROPERTY.

If you receive this Report prior to your signing a contract or agreement, you may cancel your contract or agreement by giving notice to the seller at any time before midnight of the seventh day following the signing of the contract or agreement.

If you did not receive this Report before you signed a contract or agreement, you may cancel the contract or agreement at any time within two years from the date of signing.

NAME OF SUBDIVISION:

STILL WATERS RESORT

NAME OF DEVELOPER:

COOSA RESORT COMPANY, INC.

DATE OF THIS REPORT:

July 17, 1989

ATCH A

The central sewer system is wholly owned by the Developer. The system is of adequate capacity to serve all lots within the Subdivision which will not accommodate a private septic system. In addition to the facilities presently connected to the system, the system will accommodate at least 119 additional lots in the Subdivision without expansion (or the equivalent of 200 lots total). The sewer plant has been completed, and sewer lines have been extended to Marina Point Addition No. 1 and Hill Top, and will be extended to Greens Brook by 12/31/89. At present, the lines are approximately 50% installed.

SEWER SERVICE IS NOT AVAILABLE AT THE PRESENT TIME TO ANY OF THE LOTS IN GREENS BROOK. SERVICE SHOULD BE AVAILABLE BY 12/31/89 WHEN SEWER LINES ARE EXTENDED TO THE LOTS IN GREENS BROOK.

All permits for the operation of the sewer plant have been obtained. Neither the operation of the sewer system nor the rates are regulated by a public authority. Although the central sewer system is currently owned by the Developer, it may, at any time, be sold to a third party.

Funds have been set aside in an escrow or trust account to assure that we will complete the installation of sewer mains in the subdivision.

ELECTRICITY

The Alabama Power Company, located at LaFayette Street, Dadeville, Alabama, has agreed to supply electrical service to individual lots upon application for service. Primary electrical lines have been extended to the boundary of each lot listed in this Property Report, except as set forth below:

ELECTRIC SERVICE

Subdivision	Estimated starting date	Percentage of construction now complete	Estimated service availability date
Deer Run, Phase One	04/01/89	0%	Upon application by owner
Pine Ridge, Phase One	04/01/89	0%	Upon application by owner

ATCH A

RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

CHINQUAPIN COVE AREA

UNIT ONE

STILL WATERS

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 known 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:

Modified in Vol. 213 P. 39

ATCN B.

10. Resales. In the event the owner desires to sell a residential site within Still Waters together with its improvements, if any, then 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 to 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 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 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

ATCH B,

41595

17

recorded Card No. 041595

PROBATE OFFICE
TALLAPOOSA CO. ALABAMA

May 8, 1987
11:37 AM

RECORDING FEES
TAX \$ _____
SPE. FEE \$ 3.00
REG. FEE \$ 61.50
TOTAL \$ 64.50

AMENDED AND RESTATED DECLARATION
OF
RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
STILL WATERS

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and
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estric-

ATCH B2

7.7 Subordination of Lien to Mortgages: The lien of any fee, assessment or charge on a Parcel, as authorized in this Article VII, is hereby made subordinate to the lien of any bona fide mortgage on such Parcel if, but only if, all fees, assessments and charges levied against such Parcel falling due on or prior to the date such mortgage is recorded have been paid. The sale or transfer of any Parcel pursuant to a mortgage foreclosure proceeding or a proceeding in lieu of foreclosure or the sale or transfer of such Parcel pursuant to a sale under power contained in a mortgage on such property shall extinguish the lien for fees and assessments falling due prior to the date of such sale, transfer or foreclosure, but the Association shall have a lien on the proceeds of such sale senior to the equity of redemption of the mortgagor. The foregoing subordination shall not relieve an owner whose property has been mortgaged of his personal obligation to pay all fees, assessments and charges falling due during the time when he is the owner of such property. In the event of the foreclosure of any mortgage on a Parcel, or a sale in lieu of foreclosure, the purchaser shall accept the deed subject to this Declaration, and such purchaser shall be a Member of the Association and shall be responsible for payment of the Maintenance Fund and any fees or assessments authorized by the Association; provided, however, that the Board, in its sole discretion, may at any time, either before or after the mortgaging of any Parcel, waive, relinquish or quitclaim in whole or in part the right of the Association to fees, assessments and other charges collectible by the Association with respect to such property coming due during the period while such property is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

ARTICLE VIII

EASEMENTS

8.1 Utility Easements: The Developer reserves unto itself, its successors and assigns, a perpetual, assignable and releasable easement and right 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 on, in or over (a) the rear ten (10) feet of each Parcel and ten (10) feet along one (1) side of each Parcel, (b) all Open Spaces, and (c) such other areas as are shown and designated as easement areas on recorded plats; and provided further, that the Developer may cut drainways for surface water wherever and whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety and appearance; but no such drainways may be constructed by the Developer on a Parcel after a dwelling has been constructed on such parcel, or after the Architectural Committee has approved a landscaping plan with respect thereto. 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 maintenance, and to maintain reasonable standards of health, safety and appearance. Developer further reserves the right and easement to locate wells, pumping stations, and tanks within residential areas on any walkway, or any Parcel designated for

12) The sewage pump stations throughout the Property (StillWaters Resort) will not be maintained by the StillWater Residential Association. Three of the pumps stations will be maintained by the Purchaser of the Sewage Treatment Facility (pump station #3 is located near the Church of the Living Waters, pump station #2 is at the sewage facility and pump station #1 is located near Poplar Point). The remaining pump stations will be deeded to the Property it services. The pumps will be deeded (before or at closing)

13) The Seller has entered into a Mellan Lease Agreement. This lease provides telephone service to the Golf Colony Units. Should there be only one Purchaser for the Golf Colony Units, the Purchaser will be required to relocate the phone equipment to the Golf Colony Units. The equipment is currently stationed in the Conference Center (Property #8). Purchaser will have up to thirty (30) days to remove the equipment and repair any damage created from the relocation of such equipment. Should there be multiple Purchasers for the Golf Colony Units, the Seller will remove the equipment from the Conference Center (Property #8) at Seller's expense. The Seller shall have up to thirty (30) days after the date of closing to remove such equipment.

14) Purchaser acknowledges and understands that Seller has entered into various service agreements with different vendors, which has allowed the Property to operate as needed. Purchaser of each Property, as applicable, will be required to contact any and all vendors to transfer the contracts, where agreements or to negotiate new agreements with the vendor.

15) Seller and J.P. King do not warrant or guarantee the transmission of any information or the occurrence of any upcoming events that may be held at the resort. These events are not a condition of the sale or the contract of these Properties.

16) Seller will continue to maintain the Properties in their current standard until the date of closing.

17) Personal property owned by outside vendors, such as drink machines, coolers, trash containers, etc... will not be conveyed with any of the real estate.

18) Additional property disclosures may be found herein attached to these Terms and Conditions.

D. BUYER'S PREMIUM

There will be a TEN PERCENT (10%) Buyer's Premium added to the winning bid to arrive at the Total Contract Price for the Property.

E. BIDDER REGISTRATION AND TERMS OF SALE

1) Bidders must register and receive a bidder's number in order to bid on the Property. This number must be presented when a bidder is declared the high bidder. A bid deposit will be required as follows:

Property #1 - \$50,000.00

Property #2 through Property #28 - \$25,000.00 each Property

Property #29 through Property #180 - no registration fee required

All bid deposits must be made payable to the bidder, in U.S. funds, in the form of a cashier's check.

2) Upon being declared the final bidder, the Purchaser will be required to pay in U.S. funds an Earnest Money Deposit of no less than TWENTY PERCENT (20%) of the Total Contract Price of the Property to the Escrow Agent on auction day. The final bidder's bid deposit will be applied to the Earnest Money Deposit. The balance of the Earnest Money Deposit may be paid by personal or company check. The balance of the purchase price is due at Closing on or before OCTOBER 6, 2003.

DTEN C

Shady
334-804-8046

GRANTEE'S ADDRESS:
Harbor Pointe Utility, L.L.C.
124 Bragg Avenue
Auburn, AL 36830

RECORDED CARD

187474
No. _____

NO. _____
RECEIVED
GLORIA T. SHIRLEY
JUDGE OF PROBATE

2003 OCT 20 PM 1:55

TALLAPOOSA COUNTY
WATERBURY

STATE OF ALABAMA)
COUNTY OF TALLAPOOSA)

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One and no/100 Dollar (\$1.00) and other good and valuable considerations to the undersigned Grantor in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, **STILL WATERS DEVELOPMENT COMPANY LIMITED PARTNERSHIP** (hereinafter referred to as "Grantor"), does hereby grant unto **HARBOR POINTE UTILITY, L.L.C.** the following described real estate situated in Tallapoosa County, Alabama, to-wit:

See attached continuation sheet marked Exhibit "A".

For the consideration hereinbefore set forth, the Grantor does additionally grant, bargain, sell and convey unto the Grantee herein an easement and right-of-way upon and across the existing streets and rights-of-way located within the Still Waters Development. The easement, right-of way, rights and privileges herein granted shall be used for the purpose of providing pedestrian and vehicular ingress and egress between the public roads adjacent to Still Waters and the property conveyed to the grantor herein and to Harbor Pointe, L.L.C. by deed from NMK, INC. The easement, rights and privileges herein granted shall be perpetual, nonexclusive, and shall inure to the benefit of the successors and assigns of the Grantee herein.

This conveyance and the warranties contained herein are hereby expressly made subject to those matters set forth on Exhibit "B" attached hereto and made a part hereof.

Grantor will only warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

Dated this 4th day of October, 2003.

Exempt 1800
1600
1900

**STILL WATERS DEVELOPMENT COMPANY
LIMITED PARTNERSHIP**

BY: _____

As Its Treasurer

ATEN D

OLIVER-TREADWELL, P.C.

ATTORNEYS AT LAW

129 WEST COLUMBUS STREET

DADEVILLE, ALABAMA 36853-1308

TELEPHONE: AREA CODE 256

825-9296

FAX: 825-5667

JOHN P. OLIVER, II
E-mail: jpo2@olivertreadwell.com

MARK ALLEN TREADWELL, III
E-mail: markallen@olivertreadwell.com
Website: olivertreadwell.com

J. PERCY OLIVER (1868-1943)
SAM W. OLIVER (1904-1967)

March 18, 2004

Dr. Eldon Johnson
President, Still Waters Residential Association
68 Still Waters Drive
Dadeville, Alabama 36853

RE: Walnut Hill Water Authority

Dear Dr. Johnson:

We have been forwarded a copy of your letter dated March 11, 2004 to Walnut Hill Water Authority regarding road repair specifications. As the Residential Association is aware, the Authority accepted the water service infrastructure within Still Waters years ago and continues to provide water service to residential and commercial properties. Furthermore, the Authority is obligated for certain repairs and maintenance within the accepted system.

The issue of the Authority's obligation to repair roads post maintenance has been addressed between the Authority and the Residential Association. Enclosed herewith is the position taken by the Authority on this matter in our letter to Dr. Wayne Teague dated August 7, 2002.

The Authority remains available to further discuss this matter with your organization as necessary. Thank you for your assistance and cooperation.

Sincerely,



Mark Allen Treadwell

MATIII

In the absence of President Eldon Johnson, the meeting was called to order by Vice President Jim Koeppen, who welcomed Greg Darden.

Tracy Pike asked permission to get a charge account at Spencer Lumber Co. for buying supplies there as needed. Syrol McLain moved that we do so, the motion carried.

Greg Darden requested his meeting with us to sign documents that they are taking the collection system and we grant sewer easement, within the boundaries of Still Waters Resort, including privilege to construct, erect, install, operate and maintain sewage lines and mains with right of ingress and egress.

Greg Darden reported that Harbor Point plans to resurface roads from Sunset Point to their site. We asked that they consider starting at the golf course practice range on Moonbrook Drive and continue to their site. Also, they may want permission later to widen the road from the church to their site and landscape that section.

It was agreed that all trucks will be directed in and out of Hwy. 34 Gate and Harbor Point will supply a guard to check them in. No one else will be admitted there without a gate pass. Judson Edel suggested we might arrange for our guard to take care of Gate 34 if they bear the expense. They will meet next week to finalize hiring a guard. Mr. Darden was excused after being extended an invitation to attend the annual meeting, representing Harbor Point in that condo residents will become SWRA members.

Sy McLain reported that we now have \$455.00, in advertising for the March newsletter, which will go out next week.

Seven lights used in the water at the Hwy 49 entrance are burned out. These bulbs cost \$18.00, each. John Durr decided we would not replace them at this time.

Ladelle Russell reported a very good meeting with the Neighborhood Council, with 12 representatives present. They made some worthwhile suggestions:

- Update the Website, as necessary, between board meeting as to any developments of interest to residents.

- They would be willing to volunteer to monitor Gate 34, each night for a week to help with vandalism and unlawful entry. Might be able to borrow a radar gun from the Sherriff's office to catch tag numbers.

- Limit weight on trucks.

- Fill washouts along sides of roads before they break down and become more damaged.

- Trucks enter and exit Gate 34 only. Place a guard at that gate. Have all delivery trucks carrying sand, gravel, and rocks have sides on flat beds and covers.

- Would like to have a count of residents in each set of covenants. We need a means of checking care and maintenance of part-time residences and lots.

They also made suggestions for fund raisers:

Start Bingo again.

Pre-night review and first Saturday in June Community Garage Sale
Amphitheater movie showing.

Judson Edel reported that a new light has been installed at the Gate 49 on entrance side. An electric eye turns lights at Gate 34 off and on so they do not burn all the time. A new camera has been ordered. One guard quit and another one is being trained.

Frank Greer said the ARC does not want to be responsible for collecting any impact fees. We need to review the covenants to see who will be responsible for these collections.

John Durr reported that he will still try to meet with Mr. Waldrop in regard to retaining 10' back to the tree line to maintain landscaping at the 49 entrance. After talking with Gary Outlaw, we should get better service. Since we removed so many lights, we may want to consider a few lamp posts on the median at the gate. We also, need to consider ways to control use of the tennis courts and pool for residents only. Maybe locks and keys for access.

Berney Office Solutions delivered the contract we discussed and it is in order. Jim Koeppen signed it in Dr. Johnson's absence on behalf of SWRA.

Judson Edel said we need to have more discussion on the storage area.

The cemetery at Sunset Point is probably going to be moved in order for condo construction on that site. We may be asked for permission to place these remains in the cemetery located at SW Drive and Stagecoach Drive, which was deeded to SWRA.

Next meeting will be Tuesday, February 24, at 9:00 AM.



Ladelle Russell
Secretary

All members present except Eldon Johnson

Approved as corrected.

SWRA Board Meeting
February 9, 2004

President Eldon Johnson called the meeting to order and introduced residents from Moonbrook Villas: Willowdan Hendrix, Bob Bice, Jim Kiker, Paul Cobb, Rex Evans, and Joe Leamon and Greg Darden, representing Harbour Point. This group is here to discuss the situation with the lift station located in the Moonbrook Villa area and try to determine where responsibility lies. Rex Evans read from the HUD report that the sewer system and lift stations are wholly owned by the developer. Terms and Conditions of Sale at the Still Waters auction states that SWRA has no responsibility for maintenance of lift stations. Greg Darden said he will discuss this with their attorney to see if they can accept the Moonbrook lift station. The Board will also do further investigation. We were unable to come to a conclusion in the matter but suggested that the residents need to get more information from the courthouse and may need the advise of an attorney to determine property owner and if he will accept ownership or take responsibility.

The budget was the next item on the agenda. After a line by line discussion and alterations were made accordingly, a final copy will be presented at the next meeting to be approved.

A letter from Mark Allen Treadwell regarding commercial properties maintenance fees was mentioned. A copy is attached.

Tracy Pike and Eldon Johnson reported that from billings of \$442,000, for maintenance fees, \$317,476. has been collected at this point. We still have a large sum outstanding from years past, with liens on some properties, mostly owned by Still Waters residents. There was a discussion as to other methods of collection, such as, adding late fees of 10% on total balances due, cancelling entry cards, and no ID cards or decals will be issued until fees are paid in full.

Road Specifications and Sewer Line Specs for SW Drive were approved.

A request from Harmon Engineering for sewer line to go under the road at Gate 49 was approved, with the stipulation that the line cannot be extended beyond Still Waters property lines. A letter will be sent to Harmon and Waldrop to this effect.

Under new business, a number of framed prints are owned by SWRA but we have no place to display them. What can we do with them? Suggestions given were to donate them, offer them at auction at the annual meeting, or give one as a door prize at the meeting. This will be given further thought.

The annual meeting will be held at the Civitan Club on Hwy. 34, March 5, at 7:00 P.M. John Stephenson, Manager, asked that we pass the hat for a fee to them. We do want to do this and suggested a \$100. contribution.

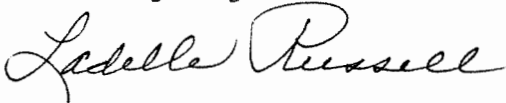
Dr. Johnson decided to dispense with reading of the minutes due to the late hour.

Judson Edel reported that the guard will continue trying to slow people down at the gate. It costs \$150. each time we have to weld the gate and \$284. to replace the gate. He will set the time on the gate opening to allow only one car to pass. This was approved after a motion by Syrol McLain and seconding by John Durr.

Eldon Johnson asked board members to look at the budget again and let Tracy Pike know of any additional changes suggested.

Next Board meeting will be Friday morning at 9:00, February 20.

Meeting adjourned.

A handwritten signature in cursive script, reading "Ladelle Russell".

Ladelle Russell
Secretary

All members present except Jim Koeppen.

Send Tax Notice To:

Still Waters Residential Association, Inc.
68 Still Waters Drive
Dadeville, Alabama 36853

RECORDED CARD

188484

No.

NO. RECEIVED
GLORIA T. SINCLAIR
JUDGE OF PROBATE

2003 DEC -2 PM 4:17

STATE OF ALABAMA
TALLAPOOSA COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED ON

STATE OF ALABAMA)
TALLAPOOSA COUNTY)

STATUTORY WARRANTY DEED
(SWDC)

WHEREAS, pursuant to Article 6.7 of the Amended and Restated Declaration of Restrictions and Protective Covenants for Still Waters (hereinafter referred to as the "Declaration"), STILL WATERS DEVELOPMENT COMPANY LIMITED PARTNERSHIP, an Arizona limited partnership (hereinafter referred to as "GRANTOR") has the right, at such time as may be determined by GRANTOR in its sole discretion, to convey to STILL WATERS RESIDENTIAL ASSOCIATION, INC., an Alabama non-profit corporation (hereinafter referred to as "GRANTEE") all roads owned by GRANTOR; and

WHEREAS, pursuant to Article 6.8 of the Declaration, GRANTOR has the right, at such time or times as may be determined by GRANTOR in its sole discretion, to convey to GRANTEE all open spaces owned by GRANTOR;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned GRANTOR, in hand paid by GRANTEE, the receipt of which is hereby acknowledged, said GRANTOR does by these presents, grant, bargain, sell and convey unto said GRANTEE the real property described on Exhibit "A" attached hereto situated in Tallapoosa County, Alabama.

This conveyance is made subject to the following:

1. 2003 ad valorem taxes, a lien due and payable October 1, 2003.
2. All recorded encumbrances, if any, recorded or unrecorded easements, liens, rights-of-way and other matters of record in the Probate Office of Tallapoosa County, Alabama, together with any deficiencies in quantity of land, discrepancies as to boundary lines, overlaps and other matters that would be disclosed by a true and accurate survey of the property conveyed herein.

TO HAVE AND TO HOLD, to said Grantee, and to the heirs, executors, successors and assigns of said Grantee in fee simple forever against the lawful claims of all parties claiming by, through or under said Grantor.

[Signature on following page]

RECORDED
TALLAPOOSA CO. AL
TAX
SPECIAL
FEE
1900
2500

ATEW E.

OLIVER-TREADWELL, P.C.

ATTORNEYS AT LAW

129 WEST COLUMBUS STREET

DADEVILLE, ALABAMA 36853-1308

TELEPHONE: AREA CODE 256

825-9296

FAX: 825-5667

JOHN F. OLIVER, II
E-mail: jpo2@olivetreadwell.com

MARK ALLEN TREADWELL, III
E-mail: markallen@olivetreadwell.com

Website: olivetreadwell.com

J. PERCY OLIVER (1868-1943)
SAM W. OLIVER (1904-1967)

August 7, 2002

Dr. Wayne Teague
Still Waters Residential Association, Inc.
68 Still Waters Drive
Dadeville, Alabama 36853

RE: Still Water Road Paving
Walnut Hill Water Authority

Dear Dr. Teague:

Thank you and other members of your Board for meeting with representatives of the Walnut Hill Water Authority today regarding the paving of roads within Still Waters Resort. This letter will serve to summarize the discussions and set forth the position of each entity.

As agreed, the issue of paving roads following water line maintenance has been a long standing issue at Still Waters. Over the years, the Authority has accepted the developer installed water service infrastructure. Water service lines once installed adjacent to dirt or tar and gravel roads are now underneath paved roads. In many cases, roads were widened resulting in water service lines that are now underneath pavement. In other cases, some water lines which were initially routed under dirt roads have since been paved. Other improvements about the resort have resulted from various developers having different plans for development. Consequently, the existing water service system at Still Waters is the result of years of somewhat inconsistent development plans. Thus, in many areas, the road surfacing has been changed since the lines were originally accepted by the Authority. However, in that the developer and personnel have changed over the life of the property, previous practices seem to have been generally understood by the persons in place at the time. From a historical perspective, there has been very little formal agreement between either the developer or the Residential Association and the Authority regarding this issue. However, we provide the following agreements and practices followed by the Authority.

You will find enclosed herewith an agreement entered by Coosa Resorts Company, Inc. and the Authority dated November 1, 1989. As you may know, Coosa was at that time the developer and maintained control over the Residential Association through its ability to appoint directors in accordance with its by laws. It is the Authority's position that this agreement, in paragraph 9, delineates that the Authority, "...assumes NO responsibility for replacement of pavement...." In that light, the Authority has over the last several years returned the roads to the as found condition with a combination of fill dirt and crushed rock.

Attached also is an unsigned, but nonetheless contemplated agreement dated July 11, 1996. Again, this document in paragraph 5 further demonstrates the practice the Authority has followed regarding post maintenance road responsibilities. While this agreement was never executed by the parties, it is the Authority's understanding the agreement was drafted by or on behalf of the then current developer. In that regard, it appears a general understanding of the Authority's responsibilities regarding paving was clear.

Beginning in May 2000, the Residential Association's Road Committee submitted requests for restoration of roads. Even at this time, the Authority had not paved any surface following maintenance and had not agreed to assume this responsibility. By letter dated August 3, 2000, this office responded to the Road Committee that the Authority would continue to repair roads within Still Waters to the condition existing prior to the commencement of work. While this wording may seem to obligate the Authority to repave the damaged roads; it was the intent to express that the roads would be restored as in the past and not in accordance with the paving specifications that were provided by the Road Committee's letter dated June 5, 2000. In essence, it has always been the Authority's position that it has never agreed to paving roads in Still Waters post water service line repair.

We also call to your attention that the Authority has no obligation for the repair of any public roads within Tallapoosa County. The Authority refills any pavement removed with fill dirt and crushed rock and advises the County's Engineer of the area and the County repaves the road. Furthermore, the Authority has no obligation to repair concrete or paved drives or roads on private property except with fill dirt and/or crushed rock.

As we understand, the Residential Association's position is simply that the Authority is responsible for the repaired paving areas. We also understand this is based upon the wording of the August 3, 2000 letter. The intent of the letter was as stated herein and we know of no obligation undertaken by the Authority to provide paving.

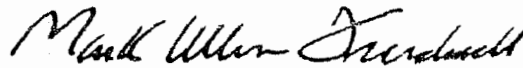
The Authority wants to continue constructive dialogue with the Residential Association. To that end, we are open to any suggestions or comments your Board has regarding this issue. Likewise, the Authority's Board will discuss this issue and present any comments or suggestions

Dr. Wayne Teague
August 7, 2002
Page three

it may have to resolve this matter. Consequently, we would ask the Residential Association to withhold any further legal action while the parties continue good faith negotiations.

Again, on behalf of the Authority, we appreciate the ability to work through this issue as good neighbors ought to.

Sincerely,



Mark Allen Treadwell

xc: Walnut Hill Water Authority

1-24-90
made by Mr. Hutson

November 1, 1989

Dear Sirs:

Re: Guidelines for extensions to the Walnut Hill Water Authority.

Please be advised that all water line extensions should be stopped upon receipt of this letter, until such time you produce and present to Walnut Hill Water Authority, written approval, maps and as built drawings to the present water board. In the future, no extensions will be made until the following guidelines are complied with.

1. Preliminary study made by systems engineer of feasibility of adequate pressure, line size, class pipe, type pipe and maps. (This stipulation is to include no less than a 3" line of any type). Mains to be 6" or larger with spurs to be not less than 3" and not less than 200 PSI if PVC.
2. Valves (shut off) at beginning of spur line, flush valve at end of line. Valve body to be encased with 24" x 24" x 3" concrete slab at top with cap to read water.
3. Fire Hydrants, Valves & appurtenances to be approved by systems engineer and manager. Installation of all fire hydrants will include shut off valve between main and hydrant. Tie down rods will be required on all fire hydrants installed.

PVC lines must be pressure tested with pressure chart supplied to Walnut Hill Water Authority. Lines must be disinfected as per AWWA & ADEM with test results to be supplied to the water authority. All to meet with the system engineers approval.

5. ALL lines will include location detection tape, or copper wire.
6. Inspection will be made by visual, on ^{Site} ~~right~~ means before being covered with dirt on any and all lines and appurtenances by the manager of Walnut Hill Water Authority and upon approval, to proceed with back fill or covering of line.
7. Systems engineer will be paid for all preliminary work up front by the developer. This will also include the developer being responsible for inspection fee as project progresses to finalization without any cost to the water authority.
8. Water Taps into Walnut Hill Water Authority will not be made, except by an authorized person.