

STATE OF ALABAMA )  
 :  
COUNTY OF MONTGOMERY )

**FIRST AMENDMENT TO DECLARATION OF  
EASEMENTS, COVENANTS AND  
RESTRICTIONS FOR LAKE CAMERON**

**THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR LAKE CAMERON** (this "Amendment") is made effective as of December 22, 2009 by and among **THE WATERS AT WAUGH, LLC**, an Alabama limited liability company ("Waters") and **HENDERSON INVESTMENTS, LLC**, an Alabama limited liability company ("Henderson") collectively with Waters the "Declarants").

**RECITALS:**

A. Declarants and **GRANGEMOOR LAND COMPANY, LLC**, an Alabama limited liability company ("Grangemoor") entered into that certain Declaration of Easements, Covenants and Restrictions for Lake Cameron dated August 9, 2004 and recorded in the Office of the Judge of Probate of Montgomery County, in Book 2936, at Page 992 (the "Declaration").

B. Subsequent to recording the Declaration, Henderson purchased and is now the owner of the Grangemoor Property (as described in the Declaration) and Waters purchased and is now the owner of the Timberlands Property (as described in the Declaration).

C. Waters has developed a master planned community commonly known as The Waters on and/or around the Waters Property (as described in the Declaration) (the "Waters Community").

THIS INSTRUMENT PREPARED BY:  
Robert D. Rives  
Capell & Howard, P.C.  
P.O. Box 2069  
Montgomery, AL 36102-2069  
(334) 241-8000

(12/03/2009)

D. Waters has constructed an approximately 200 acre lake (the "Lake") as anticipated in the Declaration.

E. Waters formed The Marina Club (as defined in the Declaration) as anticipated in the Declaration, however, the Marina Club has been merged into the Assembly (hereinafter defined) and all access, use, maintenance, operation and enjoyment of the Lake is being governed by The Waters Assembly, Inc., an Alabama corporation (the "Assembly") formed to serve as the "Association" (as defined in the Declaration) for the Waters Community, its rules and regulations, and by the Declaration.

F. Henderson is withdrawing as a member of Waters, and as a condition thereof, desires that the Declaration be amended to (a) modify certain restrictions that are currently set out in the Declaration and (b) ensure that, after the withdrawal, Henderson shall enjoy similar rights and benefits to the Lake as are enjoyed by the Assembly and the Waters under the Declaration.

G. Declarants desire to amend the Declaration to facilitate Henderson's withdrawal from Waters and to clarify the implementation of the policies concerning the Lake.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the Declaration is amended as follows:

1. All capitalized terms used herein are as defined in the Declaration unless otherwise stated.
2. The above recitals are hereby restated as if specifically set out herein.
3. The Assembly by virtue of its merger with the Marina Club shall be entitled to all rights and benefits in favor of, and shall be bound by all duties and obligations binding upon, the Marina Club as set out in the Declaration as amended hereby.

4. Henderson has withdrawn as a member of the Waters. A Withdrawal Event shall be deemed to have occurred under the Declaration and, except as specifically amended hereby, the parties agree that Henderson is now entitled to all easements, rights and benefits set out in the Declaration that were to spring into existence upon a Withdrawal Event under the Declaration, including, but not limited to, those (as applicable) set out in Section 9 of the Declaration.

5. Sections 6 (e), (f) and (g) are hereby deleted in their entirety and replaced with the following:

(e) Boating and Lake Access Restrictions. Any activity in, on or under the Lake, including without limitation, fishing from a boat, sailing, rowing, boating or otherwise shall only be through the Assembly or the Henderson Corporation. All individuals using the Lake shall abide by the then-current bylaws, rules and regulations of the entity of which they are members or through which they have rights to use the Lake. Neither the Assembly nor the Henderson Corporation shall be entitled to enforce its rules or regulations against individuals which are members of, or accessing the Lake through, the other entity, however, the Assembly and the Henderson Corporation shall put forth diligent, good faith efforts to enact and enforce rules and regulations that promote consistency and harmonious use of the Lake. No boats shall be allowed on the Lake other than those owned, or specifically permitted, by the Assembly or Henderson Corporation. Boats which are specifically permitted by the Assembly or the Henderson Corporation shall maintain on such boat at all times it is on the Lake a current in force permit.

(f) Boat Ramps. There shall be no boat ramps on the Lake, except that the Assembly and the Henderson Corporation (and the one additional marina operated by the Waters as allowed by Section 9(e), referred to herein as

the "Additional Waters Marina") shall be permitted to construct and operate a single boat ramp each.

(g) Boat Sizes and Motors. All watercrafts shall be of a size reasonably suited to the Lake such that they shall not (1) create hazardous boating conditions, and (2) be powered by any gasoline, petroleum or other engines that create excessive noise, speed or exhaust so as to disrupt the safe and leisurely use of the Lake or the surrounding Properties or create a nuisance.

(h) Personal Watercraft. No jet skis, wave runners, Seadoos or other types of motorized personal watercraft shall be used on the Lake.

6. Sections 9 (c) is hereby deleted in its entirety.

7. Notwithstanding anything in the Declaration to the contrary, until such a time as the Henderson Corporation is formed, the individual owner(s) of the beneficial interests in Henderson, including family members and friends, shall be entitled to (a) the same rights and privileges concerning the use and enjoyment of the Lake as are afforded by the Declaration to the Henderson Corporation and/or members thereof, and (b) access the Lake through the Henderson Property or Grangemoor Property.


8. As amended by this Amendment, the parties hereby ratify and confirm the Declaration.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, Declarants have executed, sealed and delivered this Amendment as of the day and year first written above.

**THE WATERS AT WAUGH, LLC,**  
an Alabama limited liability company


By: Walker Management, Inc.,  
an Alabama corporation,  
Its Manager

By:   
Dale Walker,  
Its President

(SEAL)

**HENDERSON INVESTMENTS, LLC,**  
an Alabama limited liability company

By: Health Care Systems, Inc.  
an Alabama corporation,  
Its Manager

By:   
William D. Henderson,  
Its CEO/President

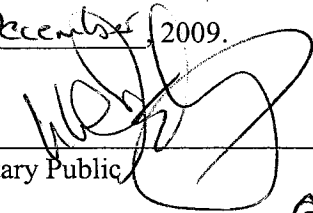
(SEAL)

STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dale Walker, whose name as President of Walker Management, Inc., an Alabama corporation, as Manager of **THE WATERS AT WAUGH, 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 said instrument, he, in his capacity as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as Manager of said limited liability company on the date hereof.

GIVEN under my hand this the 22<sup>nd</sup> day of December, 2009.

  
\_\_\_\_\_  
Notary Public

(SEAL)

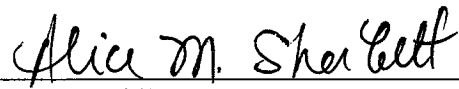
My commission expires: 8/29/11

STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William D. Henderson, whose name as CEO/President of Health Care Systems, Inc., an Alabama corporation, as Manager of **HENDERSON INVESTMENTS, 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 said instrument, he, in his capacity as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as Manager of said limited liability company on the date hereof.

GIVEN under my hand this the 9 day of December, 2009.

  
\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires: 06/18/2011

**CONSENT**

The Waters Assembly, Inc., an Alabama corporation (the "Assembly") hereby consents to the amendments made to the Declaration by the foregoing Amendment.

The Waters Assembly, Inc.

By: *Dale Walker*  
Dale Walker  
Its: President

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dale Walker, whose name as President of The Waters Assembly, Inc., an Alabama corporation, 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 foregoing instrument, s(he), as such \_\_\_\_\_ and with full authority, executed the same voluntarily on behalf of said corporation on the date hereof.

Given under my hand and official seal this 30 day of December, 2009.

*Yalbe H. Walker*  
Notary Public  
My Commission Expires: April 4 2012

(SEAL)



STATE OF ALA  
MONTGOMERY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON  
RLPY 03996 PG 0468-0474 2010 Feb 23  
03:52PM  
REESE MCKINNEY JR.  
JUDGE OF PROBATE

INDEX \$5.00  
REC FEE \$17.50  
CERT \$1.00  
CHECK TOTAL \$23.50  
118371 Clerk: SHAUNTE 03:59PM