

STATE OF ALABAMA            )  
  :  
MONTGOMERY COUNTY        )

**FIRST AMENDMENT TO DECLARATION  
OF PROTECTIVE COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR LUCAS POINT HAMLET**

The Waters at Waugh, LLC, an Alabama limited liability company (sometimes herein referred to as "Developer" or "Declarant") did declare and establish that certain Declaration of Protective Covenants, Conditions, Easements and Restrictions for Lucas Point Hamlet dated August 9, 2004, recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Real Property Book 2937, at Page 23 ("Declaration"). Protective Covenant 45 of the Declaration provides that Declarant reserved the sole and exclusive right to change, alter, modify or amend the Declaration and the Common Area (as such term is defined in the Declaration) prior to the occurrence of certain events, none of which has occurred. Declarant does hereby declare and amend the Declaration as follows:

1. Protective Covenant No. 5 RESUBDIVISION OR PARTITION OF LOTS is hereby deleted in its entirety and replaced with the following:

"5. RESUBDIVISION OR PARTITION OF LOTS. The lots of the Property shown on any Plat may only be further subdivided by the Declarant in its sole and absolute discretion."

2. Protective Covenant 29 WASTEWATER TREATMENT is hereby deleted in its entirety and replaced with the following:

"29. WASTEWATER TREATMENT. Declarant is constructing an on-site wastewater system (the "Wastewater System") for the Property to provide wastewater treatment service for all lots. Each owner shall be responsible for the costs, materials and installation of: (i) an individual storage tank on each lot; (ii) the service lateral line that connects the individual storage tank to the common Wastewater System line located in the right-of-way adjacent to each lot; (iii) piping within the dwellings to enable the provision of wastewater treatment service using the Wastewater System; and (iv) any and all ongoing fees and/or charges of the utility system manager. The payment of the ongoing fees and/or charges to the utility system manager may be enforced by Declarant in the same manner as if they were assessments owed to the Association as provided in Protective Covenants 41 and 42 hereof."

Except as amended hereby, all other provisions of the Declaration are hereby ratified and confirmed and remain in full force and effect.

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

By: **WALKER MANAGEMENT, INC.,**  
an Alabama corporation, its Manager

By: *Dale Walker*  
Dale Walker  
Its President

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 instrument, he as such officer of the corporation and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in his capacity as such officer of said corporation.

Given under my hand and official seal this the 14<sup>th</sup> day of August, 2007.

SEAL)

*Paula Michelle Ruppel*  
Notary Public  
My Commission Expires: 3/3/2009

**THIS INSTRUMENT PREPARED BY:**  
William I. Eskridge, Esq.  
Rushton, Stakely, Johnston & Garrett, P.A.  
P. O. Box 270  
184 Commerce Street (36104)  
Montgomery, Alabama 36101-0270



**JOINDER AND CONSENT**

The undersigned, The Peoples Bank and Trust Company, an Alabama state banking corporation, being the holder of a mortgage on a portion of the Property pursuant to that certain Mortgage and Security Agreement dated November 6, 2006, recorded in the Office of the Probate Judge of Montgomery County, Alabama, in Real Property Book 3431, at Page 367, does hereby provide its consent to the filing and join in this First Amendment to Declaration of Protective Covenants, Conditions, Easements and Restrictions for Lucas Point Hamlet on this the 10<sup>th</sup> day of SEPTEMBER, 2007

THE PEOPLES BANK AND TRUST  
COMPANY

By: [Signature]  
As Its Division President

STATE OF ALABAMA            )  
  :  
DAWSON COUNTY            )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that STEVE STEELE, whose name as Division President of The Peoples Bank and Trust Company, an Alabama state banking 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this 10<sup>th</sup> day of SEPTEMBER, 2007.

(SEAL)

[Signature]  
Notary Public  
My Commission Expires: 5-6-09

**JOINDER AND CONSENT**

The undersigned, Community Bank and Trust - Alabama, an Alabama state banking corporation, being the holder of mortgages on a portion of the Property pursuant to (i) that certain Mortgage, Assignment of Rents and Leases and Security Agreement dated June 6, 2005, recorded in the Office of the Probate Judge of Montgomery County, Alabama, in Real Property Book 3108, at Page 326, as amended by that certain Amendment to Mortgage dated January 23, 2006, and recorded in said Probate Office in Real Property Book 3256, at Page 291, and (ii) that certain Mortgage, Assignment of Rents and Leases and Security Agreement dated October 5, 2005, and recorded in said Probate Office in Real Property Book 3188, at Page 924, does hereby provide its consent to the filing and join in this First Amendment to Declaration of Protective Covenants, Conditions, Easements and Restrictions for Lucas Point Hamlet on this the 12 day of Sept., 2007.



STATE OF ALA. MONTGOMERY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED ON  
RLPY 03631 PG 0369-0403 2007 Sep 14 09:54AM  
REESE MCKINNEY JR.  
JUDGE OF PROBATE

COMMUNITY BANK AND TRUST - ALABAMA

By: [Signature]  
As Its Pres. & CEO

STATE OF ALABAMA )  
Bullack COUNTY )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Dave G. Bryant, whose name as Pres. + CEO of Community Bank and Trust - Alabama, an Alabama state banking 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this 12<sup>th</sup> day of Sept., 2007.

(SEAL)

[Signature]  
Notary Public  
My Commission Expires: 8/14/08

INDEX \$5.00  
REC FEE \$12.50  
CERT \$1.00  
CHECK TOTAL \$18.50  
59937 Clerk: SHAUNTE 09:59AM