


THIS INSTRUMENT PREPARED BY:

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Birmingham, Alabama 35203  
205-502-0108

  
20170303000074430 1/6 \$30.00  
Shelby Cnty Judge of Probate, AL  
03/03/2017 11:23:50 AM FILED/CERT

COUNTY OF SHELBY )

STATE OF ALABAMA )

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR WATERSTONE, A RESIDENTIAL SUBDIVISION**

This Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Waterstone, a Residential Subdivision ("Amendment") is made effective as of the 3<sup>rd</sup> day of MARCH, 2017.

**RECITALS**

Waterstone, a Residential Subdivision ("Waterstone") has previously been created according to the plat recorded at Map Book 42, Page 24 ("Property") in the Probate Office of Shelby County, Alabama (the "County Registry"). On April 5, 2011, Waterstone Development, LLC, an Alabama limited liability company, recorded that certain Declaration of Covenants, Conditions, Restrictions for Waterstone, a Residential Subdivision, as Instrument Number 20110405000104630 in the County Registry ("Initial Declaration"). On January 13, 2012, NSH Corporation, an Alabama corporation, recorded that certain First Amendment to Declaration of Covenants, Conditions, Restrictions for Waterstone, a Residential Subdivision, as Instrument Number 20120113000015890 in the County Registry ("First Amendment;" the Initial Declaration and First Amendment are herein collectively referred to as the "Declaration").

A proposal to present this Amendment for a vote of the Owners at a meeting of the Owners of Lots located within the Property was signed by 17 Owners of 25 Lots located within the Property, totaling 68% of the Owners. Thus, the proposal exceeded the one-fourth (1/4) threshold necessary under the Declaration to present this Amendment for a vote. A meeting of the Owners of the Lots located within the Property was properly noticed and held on 2 MARCH, 2017 (the "Meeting"), at which time this Amendment was presented to the Owners of Lots located within the Property.

## AMENDMENT

**NOW THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, pursuant to Section X of the Declaration, Eric McKinely and Andrew McGreer, being the duly authorized members of the Waterstone Architectural Review Committee ("ARC"), hereby amend the Declaration as follows:

1. Capitalized Terms. Capitalized terms not otherwise expressly defined herein shall have the meanings given to them in the Declaration.

2. Recitals. The foregoing recitals are true and correct in all material respects and form an integral part of this Amendment, the same as if said recitals were included in the numbered paragraphs hereof.

3. Approval of Amendment. The Meeting was called and held for purposes of the approval and adoption of the Amendment and to authorize the ARC to execute this Amendment and record this Amendment in the County Registry. Notice of the Meeting was properly given to all Owners of Lots located in the Property. At the Meeting, the Amendment was presented for a vote and \_\_\_% of the Lot Owners entitled to vote at the Meeting (either in person via proxy) voted in favor of the Amendment and to authorize the members of the ARC to execute this Amendment and record this Amendment in the County Registry. The vote was in excess of the two-third (2/3) majority required by the Declaration; therefore, the Amendment was properly approved.

4. Amendment to Section 1.12 of the Declaration. Section 1.12 is hereby deleted in its entirety and replaced by the following:

"Developer" shall mean Lake Martin Investment Group, LLC, an Alabama limited liability company, its successors and assigns, if such successors are designated as the successor developer.

5. Amendment to Section 1.22 of the Declaration. Section 1.22 is hereby deleted in its entirety and replaced by the following:

"Property" shall mean and refer to that certain real property situated in Shelby County, Alabama, which is more particularly described by the Subdivision Record Map as identified in Section 1.27, including, but not limited to, all Lots and Common Areas shown thereon. The Property shall also include any Additional Property made subject to this Declaration pursuant to Section 2.2 hereof.

6. Amendment to Section 1.27 of the Declaration. Section 1.27 is hereby deleted in its entirety and replaced by the following:

“Subdivision Record Map” shall mean the plat for Waterstone, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 42, Page 24; the plat for Waterstone, Phase 2, as recorded in Office of the Judge of Probate of Shelby County, Alabama in Map Book 42, Page 118; the plat for Waterstone, Phase 3, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 44, Page 118; the plat for Waterstone, Phase 3, 1<sup>st</sup> Addition, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 46, Page 90; and any recorded plat of all or any portion of the Additional Property that is hereafter recorded where such property is expressly made subject to this Declaration in accordance with Section 2.2 hereof.

7. Amendment to Section 4.3 of the Declaration. Section 4.3 is hereby deleted in its entirety and replaced by the following:

The ARC shall consist of no more than four members, each of whom shall be appointed by Developer, and Developer shall have the full authority to appoint successor members. At such time as Developer is no longer the Owner of any Lot within the Property, or upon Developer’s written notice to the Association that it no longer desires to exercise the right to appoint and remove members of the ARC, then the members of the ARC shall be appointed or removed by the Association. Developer and the Association (from and after the time the Association has assumed control of the ARC) reserves the right to remove any member of the ARC at any time, with or without cause, in such parties’ sole discretion.

8. Continued Effectiveness. Except as specifically amended hereby, all of the terms and conditions of the Declaration, as amended, shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Declaration, the provisions of this Amendment shall control.

*Remainder of page left intentionally blank*



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IN WITNESS WHEREOF, this Amendment has been executed by and through the duly authorized representatives of the Architectural Review Committee of Waterstone, a Residential Subdivision effective as of the day and year above written.

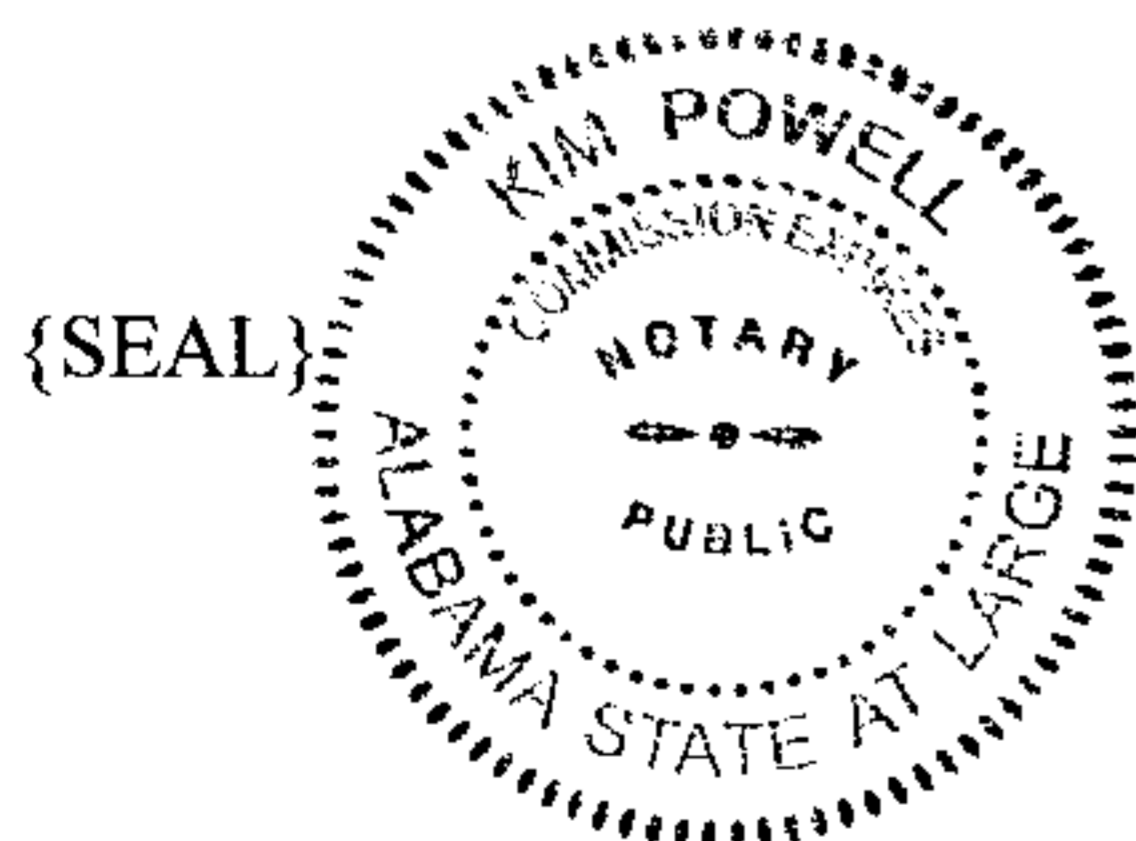
ERIC MCKINLEY  
Member of the Architectural Review  
Committee of Waterstone, a Residential  
Subdivision

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eric McKinley, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3<sup>rd</sup> day of March, 2017.



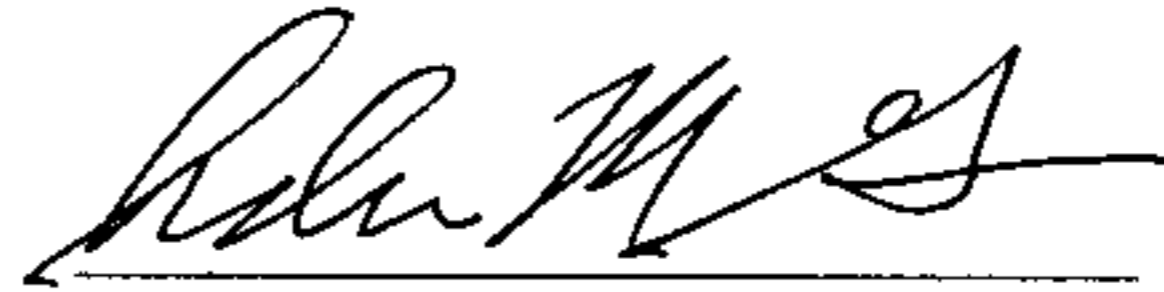
NOTARY PUBLIC

My

Commission

Expires: 2/28/21

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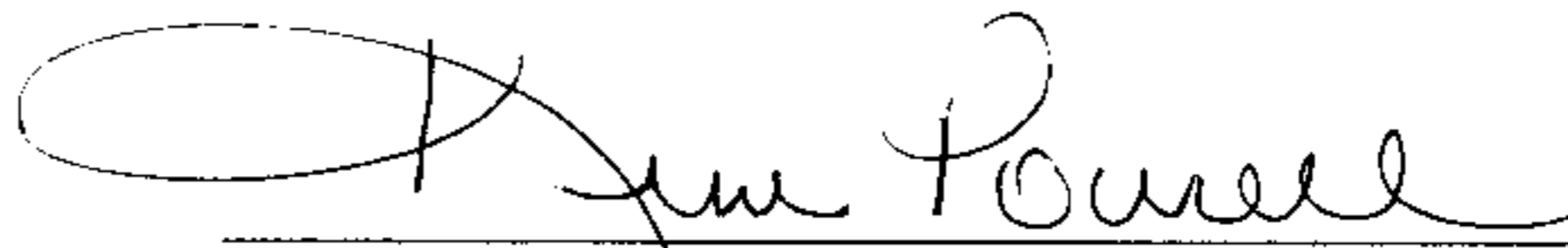
ANDREW MCGREER  
Member of the Architectural Review  
Committee of Waterstone, a Residential  
Subdivision

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Andrew McGreer, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3<sup>rd</sup> day of March, 2017.



NOTARY PUBLIC

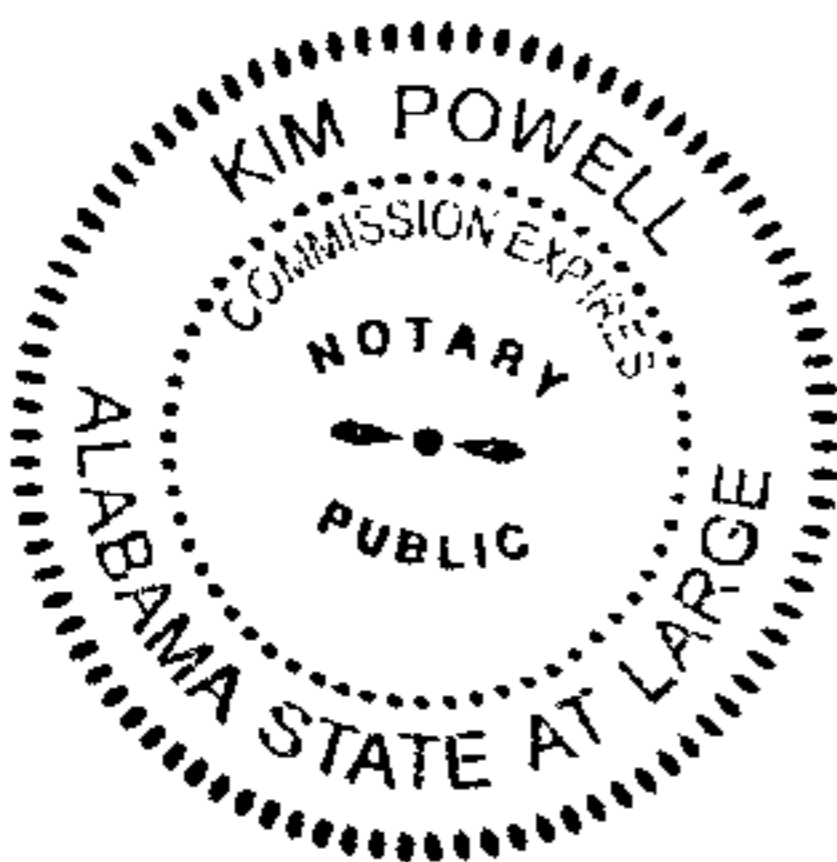
{SEAL}

My

2/28/21

Commission

Expires:



**APPROVAL OF SECOND AMENDMENT TO DECLARATION**

I, the undersigned, being an Owner of a Lot located in the Waterstone subdivision, Phase 1 ("Phase 1 Owner") hereby approve the **SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WATERSTONE, A RESIDENTIAL SUBDIVISION**, attached hereto as Exhibit A, which was presented for a vote of the Phase 1 Owners at a meeting held on 3/2, 2017.

- |                                  |                      |
|----------------------------------|----------------------|
| 1. 107 Waterstone Way Monticello | Name: Leah Sheehan   |
| 2. 103 Waterstone Way Monticello | Name: Karyn Sheehan  |
| 3. 132 Waterstone Way Monticello | Name: JLE            |
| 4. 140 Waterstone Way Monticello | Name: _____          |
| 5. 141 Waterstone Way Monticello | Name: Stephen Cox    |
| 6. 152 Waterstone Way Monticello | Name: Paul & Maloney |
| 7. 135 Waterstone Way Monticello | Name: _____          |
| 8. 123 Waterstone Way            | Name: _____          |
| 9. 112 Waterstone Way            | Name: _____          |
| 10. 100 Waterstone Way           | Name: _____          |
| 11. 131 Waterstone Way           | Name: _____          |
| 12. 104 Waterstone Way           | Name: _____          |
| 13. 143 Waterstone Way           | Name: _____          |
| 14. 119 Waterstone Way           | Name: _____          |
| 15. 127 Waterstone Way           | Name: _____          |
| 16. 148 Waterstone Way           | Name: _____          |
| 17. 120 Waterstone Way           | Name: _____          |
| 18. 115 Waterstone Way           | Name: _____          |
| 19. _____                        | Name: _____          |
| 20. _____                        | Name: _____          |
| 21. _____                        | Name: _____          |
| 22. _____                        | Name: _____          |
| 23. _____                        | Name: _____          |
| 24. _____                        | Name: _____          |
| 25. _____                        | Name: _____          |



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