

RECORDED BY
STATE OF ALABAMA
BALDWIN COUNTY
CLERK OF COURTS
NOV 16 1 18 PM '93

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759-1847-1
J. M. ...
CLERK OF COURTS

STATE OF ALABAMA
COUNTY OF BALDWIN

SUBSEQUENT AMENDMENT AND
SUPPLEMENTARY DECLARATION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ROCK CREEK, A PLANNED UNIT DEVELOPMENT

THIS AMENDMENT made this 15 day of November, 1993, by
H/M PARTNERS, an Alabama General Partnership, (the "DECLARANT"),
for itself, its successors, its grantees, and assigns.

R E C I T A L S :

1. The DECLARANT did subdivide certain real property located
in Baldwin County, Alabama, which is known as Lots 1-174 and the
common areas designated as COMMON AREA 1 through COMMON AREA 13 on
the plat of ROCK CREEK, PHASE ONE, as per plat thereof recorded in
Slide 1395-B, 1396-A, and 1396-B ("PHASE ONE PLAT") and subjected
said property to that certain Declaration of Covenants, Conditions,
and Restrictions, dated the 5th day of May, 1993, and recorded in
Miscellaneous Book 74, Pages 433-487 ("DECLARATION").

2. An ASSOCIATION of owners for the operation of the
Subdivision was formed under the Laws of the State of Alabama,
known as ROCK CREEK PROPERTY OWNERS ASSOCIATION, INC.,
("ASSOCIATION").

3. The DECLARANT desires to add the real property described
as Lots 175 through 231 and the area designated as COMMON AREA 14
on the plat of ROCK CREEK, PHASE TWO, recorded in Slide 1442B-1443B
("PHASE TWO PLAT") to the DECLARATION by incorporating the same
into the DECLARATION, the same as if the real property described
above and referred to as the PHASE TWO PLAT had been originally
included therein, all in accordance with ARTICLE XVI of the
DECLARATION. Only the property described in the preceding
sentence and not all of the property described on the Plat of Rock
Creek, Phase Two, is subjected to this SUBSEQUENT AMENDMENT.

COURT RECORDS

4. ARTICLE XVII of the DECLARATION grants to the DECLARANT the power to amend unilaterally the DECLARATION. Pursuant to ARTICLE XVII, DECLARANT does hereby amend the DECLARATION as herein provided.

The recording references referred to herein are to the office of the Judge of Probate of Baldwin County, Alabama.

NOW, THEREFORE, DECLARANT hereby makes the following additional Declaration and SUBSEQUENT AMENDMENT as to the use to which the real property described above and referred to as the PHASE TWO PLAT and referred to as the PHASE ONE PLAT and the improvements thereon may be put, hereby specifying that the DECLARATION, as amended by this Supplemental Declaration and Subsequent Amendment, shall be binding upon the DECLARANT, its successors and assigns, and all owners of all or any part thereof of the real property and improvements described on or located on the property described above and referred to as PHASE ONE PLAT and referred to as the PHASE TWO PLAT together with their grantees, successors, heirs, executors, administrators, devisees, or assigns.

A. Increment. As provided in ARTICLE XVI of the DECLARATION, the DECLARANT elects to incorporate the real property described above and referred to as the PHASE TWO PLAT in ROCK CREEK, a Subdivision. The owners of the real property described above and referred to as the PHASE TWO PLAT are hereby made subject to the DECLARATION. The real property described above and referred to as the PHASE TWO PLAT shall be held, sold or conveyed subject to the easements, restrictions, covenants and conditions set out in the DECLARATION and shall run with the real property and be binding on all parties having any right, title or interest in the real property described above and referred to as the PHASE TWO PLAT.

B. Purpose. The purpose of this SUBSEQUENT AMENDMENT is to amend the DECLARATION and to bring the real property described above and referred to as the PHASE TWO PLAT within the scheme and

operation of the DECLARATION as provided in ARTICLE XVII and ARTICLE XVI thereof. The operation and effect of the DECLARATION is hereby extended to the real property described above and referred to as the PHASE TWO PLAT.

C. Real Property. The real property owned by the DECLARANT that is herewith submitted to the scheme and operation of the DECLARATION is that certain land, lying and being in the County of Baldwin, State of Alabama, and more particularly described above and referred to as the PHASE TWO PLAT.

D. Amendment. The DECLARATION is hereby amended to delete the sentence from Section 16 as follows:

"All improvements intended for additional phases will be substantially completed prior to annexation and will be substantially consistent with, but may not be the same as, the initial improvements on the PROPERTY in terms of quality of construction."

Rock Creek, Phase Two, and any other additional phase need not be substantially completed prior to annexation of additional property.

E. Adoption. Except as provided in this paragraph below, and as herein altered and amended, the DECLARATION and every part and provision thereof is in all respects ratified and confirmed and by reference adopted and incorporated herein, the same as if fully set forth herein. Provided, however, the following shall apply as to all Lots in Rock Creek, Phase Two. The ground floor livable area (heated and cooled area) of the main building or structure, exclusive of open porches and garages, located on all Lots in Rock Creek, Phase Two, shall contain not less than two thousand four hundred (2,400) square feet in the case of a one-story building or structure; or in the case of a one and one-half-story building or structure, the ground floor livable area (heated and cooled area) of the main building or structure, exclusive of open porches and garages, shall contain not less than one-thousand four-hundred forty (1,440) square feet, and a total minimum square footage for

all of the living area (heated and cooled area) of the main building or structure shall be not less than two thousand four hundred (2,400) square feet; or in the case of a two-story building or structure, the ground floor livable area (heated and cooled area) of the main building or structure, exclusive of open porches and garages, shall contain not less than one-thousand six-hundred eighty (1,680) square feet, and a total minimum square footage for all of the living area (heated and cooled area) of the main building or structure shall be not less than two thousand four hundred (2,400) square feet. No building or structure shall be constructed, erected, altered, placed, remodeled, reconstructed, added to, or permitted to remain on any Lot in Phase Two, Rock Creek other than a single-family dwelling not to exceed two (2) stories and forty-five feet (45') in height above the elevation of the first floor (living area) and (except that an attic or a basement floor under the ground surface shall not be considered a story for this purpose) a privately enclosed garage for not more than two (2) automobiles.

F. Proviso. Provided, however, the common area shown on the PHASE TWO PLAT and designated as COMMON AREA 14 is not donated nor granted to the public, but is private property to be conveyed by DECLARANT to the ASSOCIATION in accordance with the DECLARATION.

G. Rock Creek Golf and Tennis Club. For the purpose of clarity and not in limitation of any of the terms, conditions and provisions of the DECLARATION, Section 3.10 of the DECLARATION is hereby re-stated:

H/M PARTNERS GOLF CLUB AND COUNTRY CLUB, (herein "GOLF CLUB") is a for-profit business and is established as a private club whose members may or may not be OWNERS within the PLANNED UNIT DEVELOPMENT. No OWNER or occupant of a LOT in the PLANNED UNIT DEVELOPMENT gains any right of membership or right to enter or use the GOLF CLUB, golf course, club house, or related property or facilities of the GOLF CLUB because of ownership or occupancy of a LOT within the PLANNED UNIT DEVELOPMENT.

No representations or warranties have been or are made by the DECLARANT or any other person or entity with regard to the continuing ownership or operation of the GOLF CLUB as same

presently exists, and no such representation or warranty shall ever be effective without a written amendment to this DECLARATION executed or joined into by the DECLARANT. The ownership, operation, use, or management of the GOLF CLUB may change at any time, solely at the discretion of H/M PARTNERS.

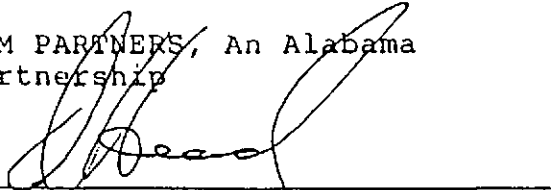
H/M PARTNERS, its successors and assigns, shall have the right, at the sole discretion of the H/M PARTNERS and without the further consent of any OWNER of any LOT in the PLANNED UNIT DEVELOPMENT or of the ASSOCIATION, to make any present or future use or change of use of any real property, personal property, or facility in the private GOLF CLUB as it deems proper, including, but not limited to; the discontinued or suspended use of the property or any part thereof as a golf course or golf club. The GOLF CLUB is specifically exempted from any and all provisions of this DECLARATION or any supplements or amendments thereto. No LOT OWNER nor the ASSOCIATION will take any action that will interfere with the operation and management of the GOLF CLUB.

Portions of the REAL PROPERTY owned by H/M PARTNERS as the GOLF CLUB are adjacent to the public road running through the PLANNED UNIT DEVELOPMENT. Members, guests, invitees, stockholders, officers, directors, agents, or employees of the GOLF CLUB shall have the unlimited and unrestricted right of ingress and egress over and across the public road for ingress or egress to the property of the GOLF CLUB. H/M PARTNERS shall have the unrestricted right to regulate the use of and access to its GOLF CLUB property.

IN WITNESS WHEREOF, the DECLARANT has caused this instrument to be executed on the day and year first above referred to.

H/M PARTNERS, An Alabama
Partnership


By:

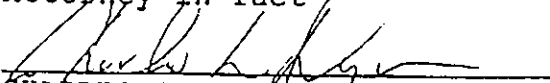



DAVID H. HEAD
Its: Partner

CONSENT


This Supplementary Declaration of Declaration of Covenants, Conditions and Restrictions for ROCK CREEK, is being joined into herein by the undersigned for the purpose of consenting thereto and for the purpose of consenting to the conveyance of the common area shown on the PHASE TWO PLAT from the DECLARANT to the ASSOCIATION.

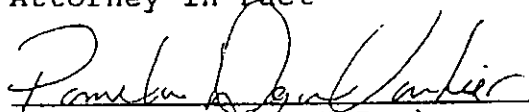
 (SEAL)
CHARLES L. DYAS, JR., by
ARTHUR C. DYAS, his
Attorney in fact

 (SEAL)
CHARLES L. DYAS, JR., by
CRAIG F. DYAS, his
Attorney in Fact

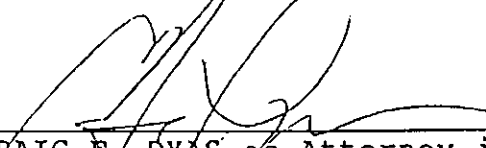

ARTHUR C. DYAS, as Attorney in Fact
for CHARLES L. DYAS, JR.

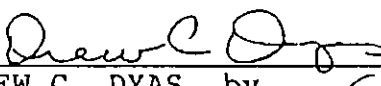

CRAIG F. DYAS, as Attorney in Fact
for CHARLES L. DYAS, JR.

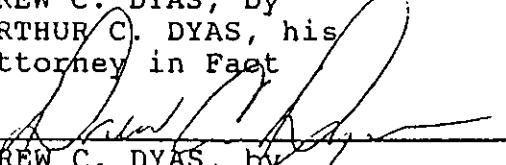

PAMELA DYAS VAUTIER, by
ARTHUR C. DYAS, her
Attorney in Fact



PAMELA DYAS VAUTIER, by
CRAIG F. DYAS, her
Attorney in Fact

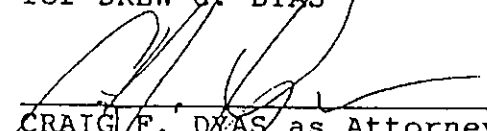

ARTHUR C. DYAS as Attorney in Fact
for PAMELA DYAS VAUTIER



CRAIG F. DYAS as Attorney in Fact
for PAMELA DYAS VAUTIER

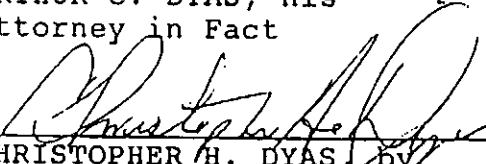

DREW C. DYAS, by
ARTHUR C. DYAS, his
Attorney in Fact

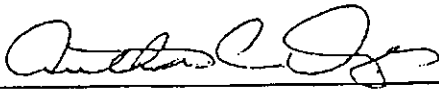

DREW C. DYAS, by
CRAIG F. DYAS, his
Attorney in Fact

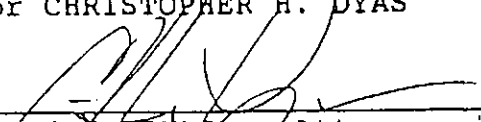

ARTHUR C. DYAS as Attorney in Fact
for DREW C. DYAS



CRAIG F. DYAS as Attorney in Fact
for DREW C. DYAS

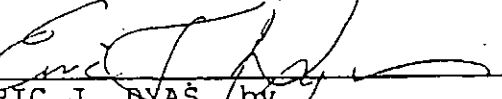

CHRISTOPHER H. DYAS, by
ARTHUR C. DYAS, his
Attorney in Fact



CHRISTOPHER H. DYAS, by
CRAIG F. DYAS, his
Attorney in Fact



ARTHUR C. DYAS as Attorney in Fact
for CHRISTOPHER H. DYAS

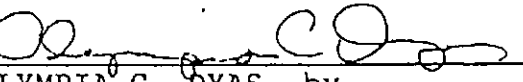

CRAIG F. DYAS as Attorney in Fact
for CHRISTOPHER H. DYAS

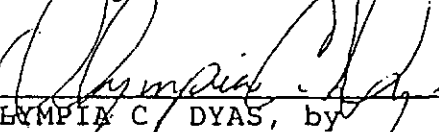
 (SEAL)
ERIC J. DYAS, by
ARTHUR C. DYAS, his
Attorney in Fact


 (SEAL)
ERIC J. DYAS, by
CRAIG F. DYAS, his
Attorney in Fact

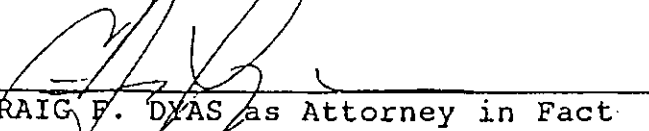

ARTHUR C. DYAS as Attorney in Fact
for ERIC J. DYAS



CRAIG F. DYAS as Attorney in Fact
for ERIC J. DYAS

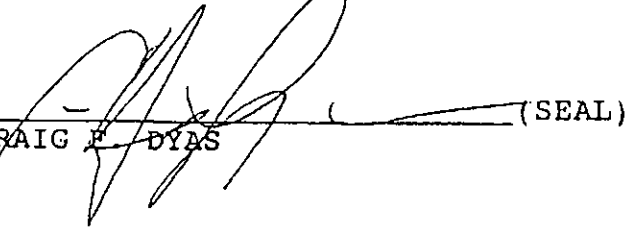
 (SEAL)
OLYMPIA C. DYAS, by
ARTHUR C. DYAS, her
Attorney in Fact

 (SEAL)
OLYMPIA C. DYAS, by
CRAIG F. DYAS, her
Attorney in Fact


ARTHUR C. DYAS as Attorney in Fact
for OLYMPIA C. DYAS


CRAIG F. DYAS as Attorney in Fact
for OLYMPIA C. DYAS

 (SEAL)
ARTHUR C. DYAS

 (SEAL)
CRAIG F. DYAS

FIRST ALABAMA BANK

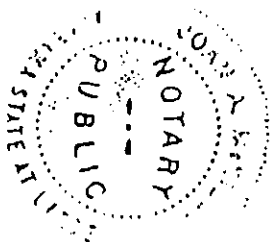
BY: [Signature]
Its: VICE PRESIDENT

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned Notary Public in and for said State and County, hereby certify that DAVID H. HEAD whose name as Partner of H/M PARTNERS, An Alabama 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Partnership.

Given under my hand and seal this 10th day of November, 1993.



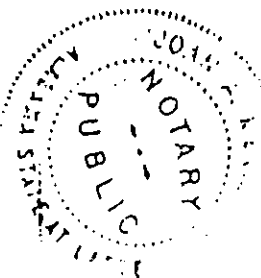
[Signature]
NOTARY PUBLIC
My Commission Expires: 2-19-95

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned Notary Public in and for said County in said State, hereby certify that ARTHUR C. DYAS, whose name as Attorney in Fact for CHARLES L. DYAS, JR., PAMELA DYAS VAUTIER, DREW C. DYAS, CHRISTOPHER H. DYAS, ERIC J. DYAS and OLYMPIA C. DYAS, 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, in his capacity as such Attorney in Fact, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 15th day of November, 1993.



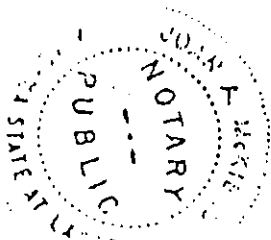
[Signature]
NOTARY PUBLIC
My Commission Expires: 2-19-95

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned Notary Public in and for said County in said State, hereby certify that CRAIG F. DYAS, whose name as Attorney in Fact for CHARLES L. DYAS, JR., PAMELA DYAS VAUTIER, DREW C. DYAS, CHRISTOPHER H. DYAS, ERIC J. DYAS and OLYMPIA C. DYAS, 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, in his capacity as such Attorney in Fact, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 15th day of November, 1993.



Joan A. McTyboren
NOTARY PUBLIC
My Commission Expires: 2-19-95

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned Notary Public, in and for said County in said State, hereby certify that ARTHUR C. DYAS, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 15th day of November, 1993.



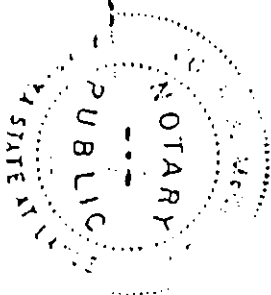
Joan A. McTyboren
NOTARY PUBLIC
My Commission Expires: 2-19-95

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned Notary Public in and for said County in said State, hereby certify that CRAIG F. DYAS, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 15th day of November, 1993.



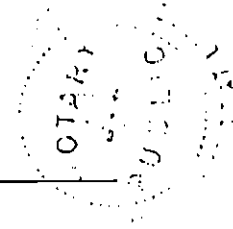
Joan A. McTyboren
NOTARY PUBLIC
My Commission Expires: 2-19-95

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned Notary Public in and for said County in said State, hereby certify that Stephen J. Davitt, whose name as Vice President, of FIRST ALABAMA BANK, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that he, as such officer, and with full authority, executed the same voluntarily on behalf of said First Alabama Bank.


NOTARY PUBLIC
My Commission Expires:



THIS INSTRUMENT PREPARED BY:
Sam W. Irby
Irby & Heard, P.C.
Attorneys At Law
317 Magnolia Avenue
Fairhope, Alabama 36533
(205)928-4555

Pud.SW1\Rock2.SUP; 93-744