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

THIS AMENDMENT made this 2 day of December, 1993, by H/M PARTNERS, an Alabama General Partnership, (the "DECLARANT"), for itself, its successors, its grantees, and assigns.

RECITALS:

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 did subdivide certain real property located in Baldwin County, Alabama, which is known as Lots 175 through 231 and the area designated as Common Area 14 on the plat of Rock Creek, Phase Two, recorded in Slide 1442-B, 1443-A and 1443-B ("PHASE TWO PLAT").

4. The DECLARANT did file a Subsequent Amendment to the DECLARATION by instrument dated November 15, 1993 and recorded in Miscellaneous Book 75, Pages 1847-1856 ("SUBSEQUENT AMENDMENT").

5. The DECLARANT desires to amend the SUBSEQUENT AMENDMENT as herein provided.

6. 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 SUBSEQUENT AMENDMENT and 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 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 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. Amendment. Paragraph E of the SUBSEQUENT AMENDMENT is hereby revised and amended in its entirety and in substitution thereof the following:

Adoption. Except as provided in this Paragraph below, and as herein altered and amended, the SUBSEQUENT AMENDMENT and 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.

The following shall apply to Lots 175-213: In the case of a one (1) 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 two thousand six hundred (2,600) 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 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 eight hundred (2,800) 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 eight hundred (1,800) 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 three thousand (3,000) square feet; or in the case of a two 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 eight hundred (1,800) 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 three thousand six hundred (3,600) square feet.

The following shall apply to Lots 214-231: In the case of a one (1) 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 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 eight hundred (2,800) square feet; or in the case of a two 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 six hundred (1,600) 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 three thousand two hundred (3,200) 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 and one-half (2 1/2) stories and forty-five (45) feet 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) and a private and closed garage for not more than four (4) automobiles. No previously approved structure shall be used for any purpose other than that for which it was originally designed.

B. Purpose. The purpose of this Amendment is to amend the
SUBSEQUENT AMENDMENT.

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: 

J.K. McCaw, Jr.
Its: Partner
Authorized Agent

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CONSENT

This Amendment to 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.

CHARLES L. DYAS, JR., by ARTHUR C. DYAS, his Attorney in Fact

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

ARTHUR C. DYAS, 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
I, the undersigned Notary Public in and for said State and County, hereby certify that J.K. McLean, Jr., whose name as PARTNERS of 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 the instrument, he, as such PARTNER, with full authority, executed the same voluntarily for and as the act of said Partnership.

Given under my hand and seal this 30th day of November, 1993.

Cindy A. Wals
NOTARY PUBLIC
My Commission Expires:
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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 1st day of December, 1993.

[Signature]
NOTARY PUBLIC
My Commission Expires:

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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 1st day of December, 1993.

[Signature]
NOTARY PUBLIC
My Commission Expires:

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 1st day of December, 1993.

[Signature]
NOTARY PUBLIC
My Commission Expires:
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 1st day of December, 1993.

[Signature]

NOTARY PUBLIC

My Commission Expires:

STATE OF ALABAMA :

MOBILE

COUNTY OF BALDWIN :

I, the undersigned Notary Public in and for said County in said State, hereby certify that Linda M. Taul, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that as such officer, and with full authority, executed the same voluntarily on behalf of said First Alabama Bank.

[Signature]

NOTARY PUBLIC

My Commission Expires:

THIS INSTRUMENT PREPARED BY:
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