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STATE OF ALABAMA  
COUNTY OF BALDWIN

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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.

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 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

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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.

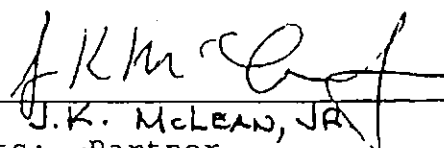
No building or structure shall be constructed, erected, altered, placed, remodeled, reconstructed, added to, or permitted to remain on any lot in Phase Two, Rock Creek, other than a single family dwelling not to exceed two and one-half (2 1/2) stories and forty-five (45) feet in height above the elevation 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

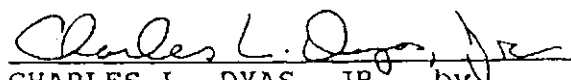
BY:

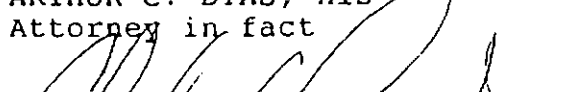
  
\_\_\_\_\_  
J.K. McLEAN, JR.  
Its: ~~Partner~~  
Authorized Agent

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9200 DW 9200.518

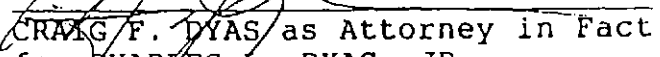
CONSENT

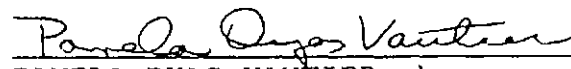
This Amendment to Supplementary Declaration of Declaration of Covenants, Conditions and Restrictions for ROCK CREEK, is being joined into herein by the undersigned for the purpose of consenting thereto and for the purpose of consenting to the conveyance of the common area shown on the PHASE TWO PLAT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

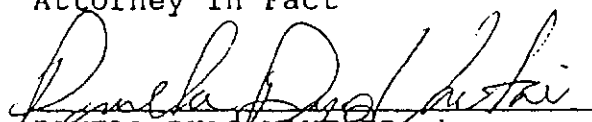
 (SEAL)  
CHARLES L. DYAS, JR., by  
ARTHUR C. DYAS, his  
Attorney in fact

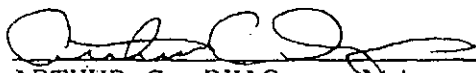
 (SEAL)  
CHARLES L. DYAS, JR., by  
CRAIG F. DYAS, his  
Attorney in Fact

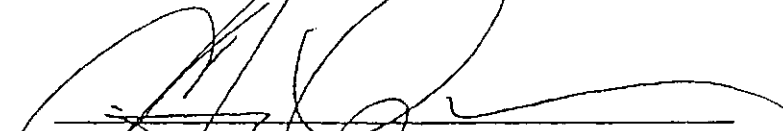
  
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for CHARLES L. DYAS, JR.

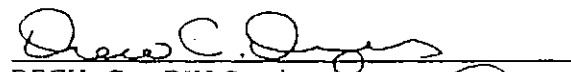
  
CRAIG F. DYAS as Attorney in Fact  
for CHARLES L. DYAS, JR.

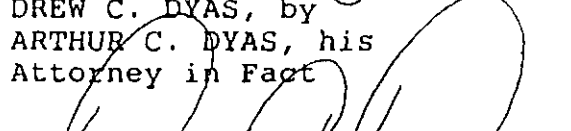
 (SEAL)  
PAMELA DYAS VAUTIER, by  
ARTHUR C. DYAS, her  
Attorney in Fact


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

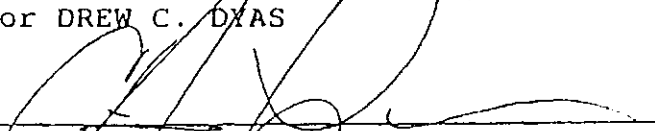
  
ARTHUR C. DYAS as Attorney in Fact  
for PAMELA DYAS VAUTIER

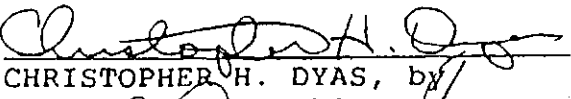
  
CRAIG F. DYAS as Attorney in Fact  
for PAMELA DYAS VAUTIER

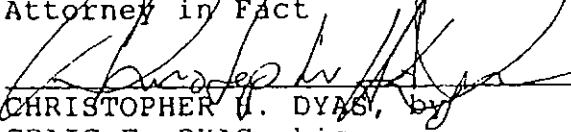
 (SEAL)  
DREW C. DYAS, by  
ARTHUR C. DYAS, his  
Attorney in Fact


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

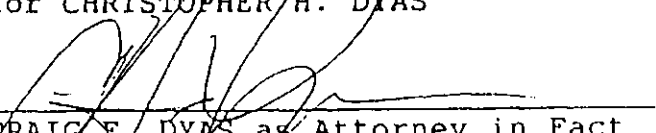
  
ARTHUR C. DYAS as Attorney in Fact  
for DREW C. DYAS


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

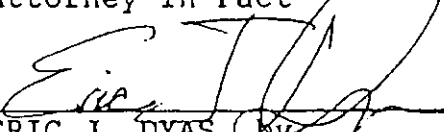
 (SEAL)  
CHRISTOPHER H. DYAS, by  
ARTHUR C. DYAS, his  
Attorney in Fact


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

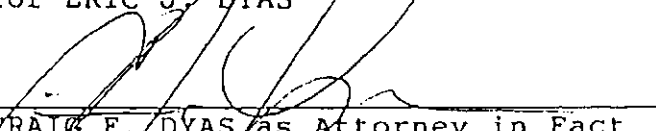
  
ARTHUR C. DYAS as Attorney in Fact  
for CHRISTOPHER H. DYAS

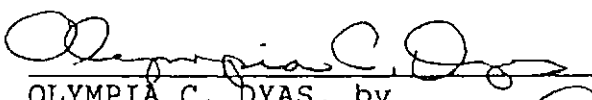
  
CRAIG F. DYAS as Attorney in Fact  
for CHRISTOPHER H. DYAS

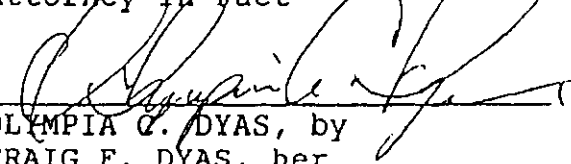
 (SEAL)  
ERIC J. DYAS, by  
ARTHUR C. DYAS, his  
Attorney in Fact

 (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

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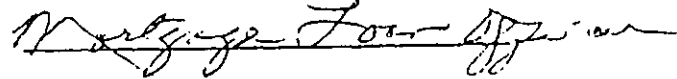
  
ARTHUR C. DYAS as Attorney in Fact  
for OLYMPIA C. DYAS

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

  
ARTHUR C. DYAS (SEAL)

  
CRAIG F. DYAS (SEAL)

FIRST ALABAMA BANK

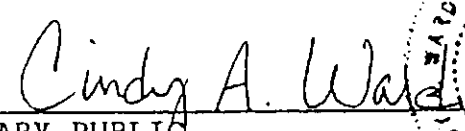

BY:   
Its: 

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned Notary Public in and for said State and County, hereby certify that J. K. McLean, Jr. whose name as ~~partner~~ <sup>authorized agent</sup> of JH/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 ~~partner~~ <sup>authorized agent</sup> and with full authority, executed the same voluntarily for and as the act of said Partnership.

Given under my hand and seal this 30<sup>th</sup> day of November, 1993.

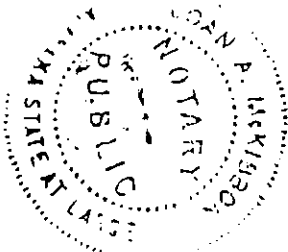
  
NOTARY PUBLIC  
My Commission Expires: 

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, 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 1<sup>st</sup> day of December, 1993.



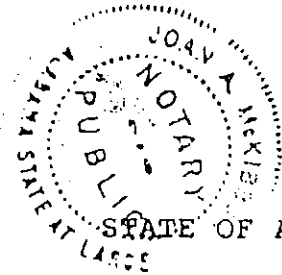
Joan A. McKeel  
NOTARY PUBLIC  
My Commission Expires:

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, 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 1<sup>st</sup> day of December, 1993.



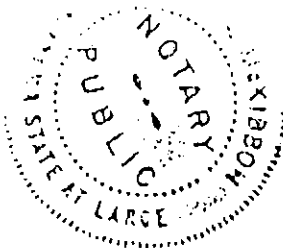
Joan A. McKeel  
NOTARY PUBLIC  
My Commission Expires:

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 1<sup>st</sup> day of December, 1993.



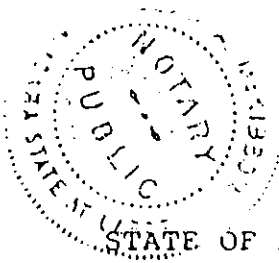
Joan A. McKeel  
NOTARY PUBLIC  
My Commission Expires:

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.

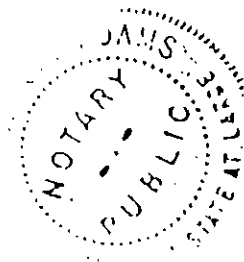


Jean A. McLaughlin  
NOTARY PUBLIC  
My Commission Expires:

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 as Mortgage Loan Officer of FIRST ALABAMA BANK, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that ~~he~~<sup>she</sup> as such officer, and with full authority, executed the same voluntarily on behalf of said First Alabama Bank.

Marie Suzanne Adams  
NOTARY PUBLIC  
My Commission Expires 8/21/97



THIS INSTRUMENT PREPARED BY:  
Sam W. Irby  
Irby & Heard, P.C.  
Attorneys At Law  
317 Magnolia Avenue  
Post Office Box 1031  
Fairhope, Alabama 36533  
(205)928-4555