

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

This Amendment, made this 15th day of February 2005 by Rock Creek Property Owners Association, Inc. pursuant to Article XVII of the Declaration of Covenants, Conditions and Restrictions for Rock Creek, a Planned Unit Development, recorded in Miscellaneous Book 74, Pages 433 through 487 (the "Declaration") and amended by instruments recorded in Miscellaneous Book 75, Pages 1847 through 1956, Miscellaneous Book 76, Pages 73 through 81, Miscellaneous Book 78, Pages 389 through 398, Miscellaneous Book 82, Pages 1538 through 1546, Miscellaneous Book 86, Pages 343 through 351, Miscellaneous Book 91, Pages 299 through 30, and by Instrument No. 732212 and as otherwise amended (All recording references refer to the Real Property Records of the Office of the Judge of Probate, Baldwin County, Alabama.)

Section 11.2, Third Sentence of the Declaration is amended to read in its entirety as follows:

Each such ASSESSMENT, together with late charges, interest, costs and reasonable attorney's fees, shall also be the personal obligation of the PERSON who is the OWNER of such property at the time when the ASSESSMENT fell due, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

Section 11.9, Second Sentence of the Declaration is amended to read in its entirety as follows:

Such lien shall be superior to all other liens and encumbrances on such LOT except for liens of ad valorem taxes.

Section 11.12 of the Declaration is amended to read in its entirety as follows:

Section 11.12 Lien Not Affected By Transfer.

The sale or transfer of any LOT shall not affect the ASSESSMENT lien. No sale or transfer shall relieve such LOT from liability for any ASSESSMENTS or relieve the prior owner from any personal liability for any unpaid ASSESSMENTS occurring prior to said sale or transfer. Such unpaid share of COMMON EXPENSES or ASSESSMENTS shall be deemed to be COMMON EXPENSES collectible from all of the LOTS, including such acquirer, his or her heirs, successors and assigns.

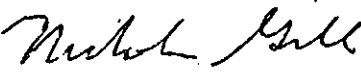
Section 7.27, First Sentence, of the Declaration is amended to read as follows:

No exterior antennas, aerials, towers or other apparatus, or support thereof, for the reception or transmission of television, radio or other signals of any kind shall be erected, installed, placed, allowed or maintained upon any portion of the

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PROPERTY, except that signal receiving and transmitting equipment for residential use by an OWNER may be located in such place upon such OWNER's LOT that it is hidden from view from abutting streets, common area and the golf course, and except that one satellite dish of no more than 1 meter in diameter may be installed in a place not visible from the street in front of the LOT. The OWNER of a LOT attempting to install thereon any reception or transmission equipment not in compliance with this Section must demonstrate that compliance will result in the inability of such equipment to receive and transmit signals and that it is impossible to screen such equipment as required herein. Nothing contained in this Section 7.27 shall be interpreted to violate the rules and regulations of the Federal Communications Commission as in effect from time to time.

I, Nicholas Gill, the duly elected President of Rock Creek Property Owners Association, Inc. certify that the amendments set forth in the foregoing Amendment were adopted by Rock Creek Property Owners Association, Inc. pursuant to vote of a majority of the members of the Association at a meeting duly held at which a quorum was present, as required by Article XVII of the Declaration, as amended.



Nicholas Gill, President

ATTEST:



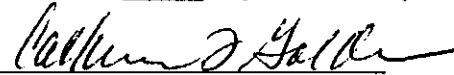
Henry Cassity, Secretary

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for Baldwin County, Alabama, hereby certify that Nicholas Gill, whose name as President of Rock Creek Property Owners Association, Inc. 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 within instrument, he as such officer and with full authority executed the foregoing on the day the same bears date.

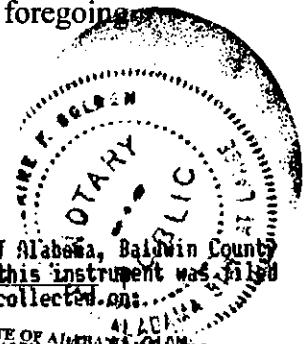
Given under my hand and seal on this the 15th day of February 2005.



NOTARY PUBLIC

My commission expires: _____

This Instrument Prepared By:
Catherine F. Golden, Attorney
P. O. Box 21
Fairhope, Alabama 36533


State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected.
NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES: May 17, 2005
BONDED THRU NOTARY PUBLIC UNDER
Instrument Number 87884 Pages 2
Recording 6.00 Mortgage
Deed Min Tax
Index DP 5.00
Archive 5.00
Adrian T. Johns, Judge of Probate