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BALDWIN COUNTY, ALABAMA
TIM RUSSELL, PROBATE JUDGE
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THIRTEENTH SUPPLEMENT TO AND AMENDMENT OF
THE
DECLARATIONS OF RIGHTS, COVENANTS
RESTRICTIONS, AFFIRMATIVE OBLIGATIONS
AND CONDITIONS APPLICABLE TO
STEELWOOD, UNIT ONE, THE VILLAS AT STEELWOOD,
STEELWOOD, UNIT TWO, PHASE I, STEELWOOD, UNIT TWO, PHASE II,
THE CABINS AT STEELWOOD, THE SUITES AT STEELWOOD, A CONDOMINIUM,
UNIT THREE, STEELWOOD, THE CABINS AT STEELWOOD, PHASE II,
UNIT FOUR, STEELWOOD, RABBIT RUN, THE VILLAS
AT STEELWOOD, PHASE II, THE CIRCLE AT STEELWOOD, LAKEVIEW
AT STEELWOOD, ROANS CREEK, CHAPEL GROVE
AT STEELWOOD, THE BLUFF RESUBDIVISION AT STEELWOOD, AND
THE CABINS AT STEELWOOD, PHASE III
ALL PORTIONS OF A PLANNED UNIT DEVELOPMENT

This Thirteenth Supplement to and Amendment (the "Thirteenth Amendment") of the Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to (i) Steelwood, Unit One, (ii) the Villas at Steelwood, (iii) Steelwood, Unit Two, Phase I, (iv) Steelwood, Unit Two, Phase II, (v) the Cabins at Steelwood, (vi) The Suites at Steelwood, a Condominium, (vii) Unit Three, Steelwood, (viii) The Cabins at Steelwood, Phase II, (ix) Unit Four, Steelwood, (x) Rabbit Run, (xi) The Villas, Phase, II (xii) The Circle at Steelwood, (xiii) Lakeview at Steelwood, (xiv) Roans Creek, (xv) Chapel Grove at Steelwood, (xvi) The Bluff Resubdivision at Steelwood, and (xv) The Cabins at Steelwood, Phase III (hereinafter collectively referred to as the "Development") all portions of a planned unit development, is made and entered into this 15th day of October, 2012 by **STEELWOOD PROPERTIES, LLC**, an Alabama limited liability company, as the assignee of Steelwood, Ltd., an Alabama limited partnership (the "Developer") and is applicable to the Development.

WITNESSETH:

WHEREAS, heretofore, on or about October 6, 1997, the Developer recorded on Slide 1762A, 1762B through 1763A in the records maintained in the Office of the Judge of Probate of Baldwin County, Alabama, (the "Records") a subdivision plat (the "Plat") pertaining to certain real property owned by the Developer in Baldwin County, Alabama, and known as Steelwood, Unit One, a portion of a planned unit development (the "Original Property" or "Original Development"); and

WHEREAS, heretofore, on or about October 9, 1997, the Developer recorded in Misc. Book 95, Pages 1449 through 1495 in the Records the Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to Steelwood, Unit One, a portion of a planned unit development (the "Original Declaration") to be applicable to the Original Property in the manner prescribed therein; and

WHEREAS, the Original Declaration contemplated, in Article II and Article XV thereof, that it may be supplemented and amended so that the Developer may (i) bring within the Original Declaration additional property to be subject to the terms and conditions of the Original Declaration, (ii) create additions and/or modifications to the covenants and restrictions contained in the Original Declaration which shall be applicable to such additional property and (iii) create additions and/or modifications to the covenants and restrictions contained in the Original Declaration which shall be applicable to all property subject thereto; and

WHEREAS, the Developer, pursuant to Article II and Article XV of the Original Declaration, and by and through the execution and recordation of the First Supplement to and Amendment of the Original Declaration at Miscellaneous Book 101, Pages 1971 through 1984 of the Records (the "First Amendment") and the recordation of a subdivision plat for the Villas at Steelwood, a portion of a planned unit development at Slide 1849A (as subsequently amended at Slide 1880A (Instrument No. 484908)) in the Records (the "Villas at Steelwood Plat"), supplemented and amended the Original Declaration to (i) bring within the Original Declarations the additional property described in the Villas at Steelwood Plat (the "Villas Property") to be subject to the terms and conditions of the Original Declarations, (ii) create additions and modifications of the covenants and restrictions contained in the Original Declarations which are applicable to the Villas Property and (iii) create additions and modifications of the covenants and restrictions contained in the Original Declaration which are applicable to all property subject thereto;

WHEREAS, the Developer, pursuant to Article II and Article XV of the Original Declaration, as supplemented and amended, and by and through the execution and recordation of the Second Supplement to and Amendment of the Original Declaration at Instrument 501169 of the Records (the "Second Amendment") and the recordation of a subdivision plat for Steelwood , Unit Two, Phase I at Slide 1904B (Instrument No. 500892) in the Records (the "Steelwood Unit Two, Phase I Plat") supplemented and amended the Original Declaration, as supplemented and amended by the First Amendment, to (i) bring within the Original Declarations, as supplemented and amended by the First Amendment, the additional property described in the Steelwood Unit Two, Phase I Plat (the "Steelwood Unit Two, Phase I Property") to be subject to the terms and conditions of the Original Declarations, as amended and supplemented, (ii) create additions and modifications of the covenants and restrictions contained in the Original Declarations, as amended and supplemented, which are applicable to the Steelwood Unit Two, Phase I Property and (iii) create additions and modifications to the covenants and restrictions contained in the Original Declarations, as amended and supplemented, applicable to all property subject thereto;

WHEREAS, the Developer, pursuant to Article II and Article XV of the Original Declaration, as supplemented and amended, and by and through the execution and recordation of the Third Supplement to and Amendment of the Original Declaration at Instrument 663282 of the Records (the "Third Amendment") and the recordation of (i) a subdivision plat for Steelwood Unit Two, Phase II at Slide 2081-B (Instrument No. 662786) in the Records (the "Steelwood Unit Two, Phase II Plat"), (ii) a subdivision plat for The Cabins at Steelwood at Slide 2079-E

(Instrument No. 661326) in the Records ("The Cabins at Steelwood Plat") and (iii) the Declaration of Condominium for The Suites at Steelwood, a Condominium, at Instrument No. 663925 (the "Suites Declaration") supplemented and amended the Original Declaration, as supplemented and amended, to (a) bring within the Original Declarations, as supplemented and amended, the additional property described in the Steelwood Unit Two, Phase II Plat (the "Steelwood Unit Two, Phase II Property"), the additional property described in The Cabins at Steelwood Plat (the "Cabins at Steelwood Property") and the additional property described in the Suites Declaration (the "Suites Property") to be subject to the terms and conditions of the Original Declarations, as amended and supplemented, (ii) create additions and modifications of the covenants and restrictions contained in the Original Declarations, as amended and supplemented, which are applicable to the Steelwood Unit Two, Phase II Property, the Cabin Property and the Suites Property and (iii) create additions and modifications to the covenants and restrictions contained in the in the Original Declarations, as amended and supplemented, applicable to all property subject thereto;

WHEREAS, the Developer, pursuant to Article II and Article XV of the Original Declaration, as supplemented and amended, and by and through the execution and recordation of the Fourth Supplement to and Amendment of the Original Declaration at Instrument 688556 of the Records (the "Fourth Amendment") and the recordation of a subdivision plat for Unit Three, Steelwood at Slide 2092-A (Instrument No. 683168) in the Records (the "Steelwood Unit Three Plat") supplemented and amended the Original Declaration, as supplemented and amended to (i) bring within the Original Declarations, as supplemented and amended, the additional property described in the Steelwood Unit Three Plat (the "Unit Three Property") to be subject to the terms and conditions of the Original Declarations, as amended and supplemented, (ii) create additions and modifications of the covenants and restrictions contained in the Original Declarations, as amended and supplemented, which are applicable to the Unit Three Property and (iii) create additions and modifications to the covenants and restrictions contained in the Original Declarations, as amended and supplemented, applicable to all property subject thereto (each of the Original Property, the Villas Property and the Steelwood Unit Two, Phase I Property, the Steelwood Unit Two, Phase II Property, the Cabin Property, the Suites Property and the Unit Three Property);

WHEREAS, the Developer, pursuant to Article II and Article XV of the Original Declaration, as supplemented and amended, and by and through the execution and recordation of the Fifth Supplement to and Amendment of the Original Declaration at Instrument 720478 of the Records (the "Fifth Amendment") and the recordation of a subdivision plat for The Cabins at Steelwood, Phase II at Slide 2109-F (Instrument No. 720151) in the Records (the "Cabins at Steelwood, Phase II Plat") supplemented and amended the Original Declaration, as supplemented and amended to (i) bring within the Original Declarations, as supplemented and amended, the additional property described in the Cabins at Steelwood, Phase II Plat (the "Cabins Phase II Property") to be subject to the terms and conditions of the Original Declarations, as amended and supplemented, (ii) create additions and modifications of the covenants and restrictions contained in the Original Declarations, as amended and supplemented, which are applicable to the Cabins

Phase II Property and (iii) create additions and modifications to the covenants and restrictions contained in the Original Declarations, as amended and supplemented, applicable to all property subject thereto (each of the Original Property, the Villas Property and the Steelwood Unit Two, Phase I Property, the Steelwood Unit Two, Phase II Property, the Cabin Property, the Suites Property, the Unit Three Property and the Cabins Phase II Property);

WHEREAS, the Developer, pursuant to Article II and Article XV of the Original Declaration, as supplemented and amended, and by and through the execution and recordation of the Sixth Supplement to and Amendment of the Original Declaration at Instrument 771859 of the Records (the "Sixth Amendment") and the recordation of a subdivision plat for Unit Four, Steelwood at Slide 2132-C (Instrument No. 770244) in the Records (the "Unit Four Plat") supplemented and amended the Original Declaration, as supplemented and amended to (i) bring within the Original Declarations, as supplemented and amended, the additional property described in the Unit Four Plat (the "Unit Four Property") to be subject to the terms and conditions of the Original Declarations, as amended and supplemented, (ii) create additions and modifications of the covenants and restrictions contained in the Original Declarations, as amended and supplemented, which are applicable to the Unit Four Property and (iii) create additions and modifications to the covenants and restrictions contained in the Original Declarations, as amended and supplemented, applicable to all property subject thereto (each of the Original Property, the Villas Property, the Steelwood Unit Two, Phase I Property, the Steelwood Unit Two, Phase II Property, the Cabin Property, the Suites Property, the Unit Three Property, the Cabins Phase II Property and the Unit Four Property);

WHEREAS, the Developer, pursuant to Article II and Article XV of the Original Declaration, as supplemented and amended, and by and through the execution and recordation of the Seventh Supplement to and Amendment of the Original Declaration at Instrument 862035 of the Records (the "Seventh Amendment") and the recordation of a subdivision plat for Rabbit Run at Slide 2139-E (Instrument No. 785414) in the Records (the "Rabbit Run Plat") supplemented and amended the Original Declaration, as supplemented and amended to (i) bring within the Original Declarations, as supplemented and amended, the additional property described in the Rabbit Run Plat (the "Rabbit Run Property") to be subject to the terms and conditions of the Original Declarations, as amended and supplemented, (ii) create additions and modifications of the covenants and restrictions contained in the Original Declarations, as amended and supplemented, which are applicable to the Rabbit Run Property and (iii) create additions and modifications to the covenants and restrictions contained in the Original Declarations, as amended and supplemented, applicable to all property subject thereto (each of the Original Property, the Villas Property, the Steelwood Unit Two, Phase I Property, the Steelwood Unit Two, Phase II Property, the Cabin Property, the Suites Property, the Unit Three Property, the Cabins Phase II Property, the Unit Four Property and the Rabbit Run Property);

WHEREAS, the Developer, pursuant to Article II and Article XV of the Original Declaration, as supplemented and amended, and by and through the execution and recordation of the Eighth Supplement to and Amendment of the Original Declaration at Instrument 867592 of

the Records (the "Eighth Amendment") and the recordation of a subdivision plat for The Villas, Phase II at Slide 2143-A (Instrument No. 789925) in the Records (the "Villas Phase II Plat") supplemented and amended the Original Declaration, as supplemented and amended to (i) bring within the Original Declarations, as supplemented and amended, the additional property described in the Villas Phase II Plat (the "Villas Phase II Property") to be subject to the terms and conditions of the Original Declarations, as amended and supplemented, (ii) create additions and modifications of the covenants and restrictions contained in the Original Declarations, as amended and supplemented, which are applicable to the Villas Phase II Property and (iii) create additions and modifications to the covenants and restrictions contained in the Original Declarations, as amended and supplemented, applicable to all property subject thereto (each of the Original Property, the Villas Property, the Steelwood Unit Two, Phase I Property, the Steelwood Unit Two, Phase II Property, the Cabin Property, the Suites Property, the Unit Three Property, the Cabins Phase II Property, the Unit Four Property, the Rabbit Run Property and the Villas Phase II Property);

WHEREAS, the Developer, pursuant to Article II and Article XV of the Original Declaration, as supplemented and amended, and by and through the execution and recordation of the Ninth Supplement to and Amendment of the Original Declaration at Instrument 896060 of the Records (the "Ninth Amendment") and the recordation (i) of a subdivision plat for The Circle at Steelwood at Slide No. 2139-F (Inst. No. 785415) in the Records (the "Circle Plat") and (ii) of a subdivision plat for Lakeview at Steelwood at Slide Nos. 2142-E and 2142-F (Instrument No. 789924) in the Records (the "Lakeview Plat") supplemented and amended the Original Declaration, as supplemented and amended, to (a) bring within the Original Declarations, as supplemented and amended, the additional property described in the Circle Plat (the "Circle Property") and the property described in the Lakeview Plat (the "Lakeview Property") to be subject to the terms and conditions of the Original Declarations, as amended and supplemented, (b) create additions and modifications of the covenants and restrictions contained in the Original Declarations, as amended and supplemented, which are applicable to the Circle Property and the Lakeview Property and (c) create additions and modifications to the covenants and restrictions contained in the Original Declarations, as amended and supplemented, applicable to all property subject thereto (each of the Original Property, the Villas Property, the Steelwood Unit Two, Phase I Property, the Steelwood Unit Two, Phase II Property, the Cabin Property, the Suites Property, the Unit Three Property, the Cabins Phase II Property, the Unit Four Property, the Rabbit Run Property, the Villas Phase II Property, the Circle Property and the Lakeview Property);

WHEREAS, the Developer, pursuant to Article II and Article XV of the Original Declaration, as supplemented and amended, and by and through the execution and recordation of the Tenth Supplement to and Amendment of the Original Declaration at Instrument 896060 of the Records (the "Tenth Amendment") and the recordation (i) of a subdivision plat for Roans Creek at Slide No. 2139-D (Inst. No. 785413) in the Records (the "Roans Creek Plat") supplemented and amended the Original Declaration, as supplemented and amended, to (a) bring within the Original Declarations, as supplemented and amended, the additional property

described in the Roans Creek Plat (the "Roans Creek Property") to be subject to the terms and conditions of the Original Declarations, as amended and supplemented, (b) create additions and modifications of the covenants and restrictions contained in the Original Declarations, as amended and supplemented, which are applicable to the Roans Creek Property and (c) create additions and modifications to the covenants and restrictions contained in the Original Declarations, as amended and supplemented, applicable to all property subject thereto (each of the Original Property, the Villas Property, the Steelwood Unit Two, Phase I Property, the Steelwood Unit Two, Phase II Property, the Cabin Property, the Suites Property, the Unit Three Property, the Cabins Phase II Property, the Unit Four Property, the Rabbit Run Property, the Villas Phase II Property, the Circle Property, the Lakeview Property and the Roans Creek Property);

WHEREAS, the Developer, pursuant to Article II and Article XV of the Original Declaration, as supplemented and amended, and by and through the execution and recordation of the Eleventh Supplement to and Amendment of the Original Declaration at Instrument 926709 of the Records (the "Eleventh Amendment") and the recordation (i) of a subdivision plat for Chapel Grove at Steelwood at Slide No. 2223-D and 2223-E (Inst. No. 911923), as amended on Slide No. 2241-A and 2241-B (Instrument No. 934907) in the Records (the "Chapel Grove Plat") supplemented and amended the Original Declaration, as supplemented and amended, to (a) bring within the Original Declarations, as supplemented and amended, the additional property described in the Chapel Grove Plat (the "Chapel Grove Property") to be subject to the terms and conditions of the Original Declarations, as amended and supplemented, (b) create additions and modifications of the covenants and restrictions contained in the Original Declarations, as amended and supplemented, which are applicable to the Chapel Grove Property and (c) create additions and modifications to the covenants and restrictions contained in the Original Declarations, as amended and supplemented, applicable to all property subject thereto (each of the Original Property, the Villas Property, the Steelwood Unit Two, Phase I Property, the Steelwood Unit Two, Phase II Property, the Cabin Property, the Suites Property, the Unit Three Property, the Cabins Phase II Property, the Unit Four Property, the Rabbit Run Property, the Villas Phase II Property, the Circle Property, the Lakeview Property, the Roans Creek Property and the Chapel Grove Property);

WHEREAS, the Developer, pursuant to Article II and Article XV of the Original Declaration, as supplemented and amended, and by and through the execution and recordation of the Twelfth Supplement to and Amendment of the Original Declaration at Instrument 957411 of the Records (the "Twelfth Amendment") and the recordation (i) of a subdivision plat for The Bluff Resubdivision at Steelwood at Slide No. 2253-B (Inst. No. 955942) in the Records (the "Bluff Resubdivision Plat") supplemented and amended the Original Declaration, as supplemented and amended, to (a) bring within the Original Declarations, as supplemented and amended, the additional property described in the Bluff Resubdivision Plat (the "Bluff Resubdivision Property") to be subject to the terms and conditions of the Original Declarations, as amended and supplemented, (b) create additions and modifications of the covenants and restrictions contained in the Original Declarations, as amended and supplemented, which are

applicable to the Bluff Resubdivision Property and (c) create additions and modifications to the covenants and restrictions contained in the Original Declarations, as amended and supplemented, applicable to all property subject thereto (each of the Original Property, the Villas Property, the Steelwood Unit Two, Phase I Property, the Steelwood Unit Two, Phase II Property, the Cabin Property, the Suites Property, the Unit Three Property, the Cabins Phase II Property, the Unit Four Property, the Rabbit Run Property, the Villas Phase II Property, the Circle Property, the Lakeview Property, the Roans Creek Property the Chapel Grove Property, and the Bluff Resubdivision Property);

WHEREAS, the Developer, pursuant to Article II and Article XV of the Original Declaration, as supplemented and amended, and by and through the execution and recordation of this Thirteenth Amendment and the recordation of a subdivision plat for The Cabins at Steelwood, Phase III at Slide No. 2473-A (Instrument No. 1361599), as amended and revised by subdivision plat for The Cabins at Steelwood, Phase III at Slide 2475-D (Instrument No. 1368548) in the Records (collectively the "Cabins at Steelwood, Phase III Plat") desires to further supplement and amend the Original Declarations, as supplemented and amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment and the Twelfth Amendment (The Original Declaration, as supplemented and amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh and Twelfth Amendments hereinafter referred to as the "Amended Original Declaration"), to bring within the Amended Original Declaration the additional property described on the Cabins at Steelwood, Phase III Plat (the "Cabins Phase III Property");

WHEREAS, upon the execution and recordation of this Thirteenth Amendment, the Amended Original Declaration shall be supplemented and amended as provided herein;

NOW THEREFORE, THE DEVELOPER HEREBY DECLARES that the Original Property, the Villas Property, the Steelwood Unit Two, Phase I Property, the Steelwood Unit Two, Phase II Property, the Cabin Property, the Suites Property, the Unit Three Property, the Cabins Phase II Property, the Unit Four Property, the Rabbit Run Property, the Villas Phase II Property, the Circle Property, the Lakeview Property, the Roans Creek Property, the Chapel Grove Property, the Bluff Property, and the cabins Phase III Property are, and shall be, held, owned, transferred, sold, conveyed, given, purchased, leased, mortgaged and used subject to the easements, restrictions, covenants and conditions contained in the Amended Original Declaration, and as further supplemented and amended by this Thirteenth Amendment (sometimes referred to hereinafter collectively as the "Declarations"), which is for the purpose of protecting the value and desirability of, and which shall touch, concern and run with, Original Property, the Villas Property, the Steelwood Unit Two, Phase I Property, the Steelwood Unit Two, Phase II Property, the Cabin Property, the Suites Property, the Unit Three Property, the Cabins Phase II Property, the Unit Four Property, the Rabbit Run Property, the Villas Phase II Property, and The Circle Property, the Lakeview Property, the Roans Creek Property, the Chapel

Grove Property, the Bluff Property, and the Cabins Phase III Property and which shall be binding on all parties having right, title or interest in such real property or any part thereof, as a holder of a mortgage, or otherwise, and shall also be binding upon their respective heirs, successors and assigns.

ARTICLE A

PURPOSE AND EFFECT OF THIRTEENTH AMENDMENT

This Thirteenth Amendment, when executed and recorded in the Records is intended and shall:

- (i) Incorporate herein by reference, as if set forth in full herein, the Amended Original Declaration as the same shall be supplemented and amended herein;
- (ii) Supplement and amend the Amended Original Declaration in the manner provided herein; and
- (iii) Bring within the Amended Original Declaration, as supplemented and amended by this Thirteenth Amendment, including all restrictions and covenants contained therein and herein, the Cabins Phase III Property.

All capitalized terms which are contained in this Thirteenth Amendment and which are not specifically defined herein shall have the meanings ascribed to such terms in the Amended Original Declaration. To the extent there shall exist any conflict between the provisions hereof and the provisions of the Amended Original Declaration the provisions hereof shall prevail as to the Cabins Phase III Property unless the Developer, in the exercise of its sole discretion, shall elect to have the provisions of the Amended Original Declaration prevail.

Upon the execution and recordation of this Thirteenth Amendment in the Records, the provisions of the Amended Original Declaration, as supplemented and amended by this Thirteenth Amendment, shall be applicable to all Lots, including the Original Lots, the Villa Lots, the Unit Two, Phase I Lots, the Unit Two, Phase II Lots, the Cabin Lots, the Suites Condominium Units, the Unit Three Lots, the Cabins at Steelwood, Phase II Lots, Unit Four Lots, the Rabbit Run Lots the Villas Phase II Lots, the Lakeview Lots, the Chapel Grove Lots, the Cabin Phase III Lots, as hereinafter defined, any Units developed on the Circle Property, or on the Roans Creek Property, the Bluff Property, unless otherwise expressly provided herein. Pursuant to the terms and conditions hereof, certain provisions of the Amended Original Declaration, as supplemented and amended by the this Twelfth Amendment, may be applicable only to certain Lots or Units within the Development, all as further described herein.

ARTICLE B

CERTAIN DEFINITIONS

Section B.01 Additional Defined Terms. The following defined term is hereby incorporated into the Declaration:

“PHASE III CABIN LOT” shall mean and refer to any of the delineated parcels shown on the Cabins Phase III Plat and numbered seventeen (17) through twenty-four (24), and to be used for Single-Family Dwelling units.

In addition to the foregoing, the terms which are defined in the recitals of this Thirteenth Amendment shall have the meaning ascribed to such terms therein.

ARTICLE C

The following Article is hereby incorporated into the Declaration as Article XXX thereof:

ARTICLE XXX

RESTRICTIONS APPLICABLE TO PHASE III CABIN LOTS

In addition to the general applicability to the Phase III Cabin Lots of all covenants and restrictions contained in the Amended Original Declaration, the Phase III Cabin Lots shall also be subject to the additional restrictions and requirements contained in this Article XXX. To the extent that the provisions of this Article XXX conflict with any restriction applicable to the Phase III Cabin Lots contained in the Amended Original Declaration, the provisions of this Article XXX shall prevail as to the Phase III Cabin Lots, unless the Developer shall determine otherwise in the exercise of its sole discretion. Except with respect to the square footage regulations, in the event that the restrictions contained in the Original Declaration are similar to any of the restrictions contained in this Article XXX, the more restrictive set of restrictions shall apply, unless the Developer shall determine otherwise in the exercise of its sole discretion.

Section 30.01 Fencing, Walls, Hedges and Ornamental Structures. There shall be no fencing, wall, hedge or ornamental structures located, constructed or erected on any Phase III Cabin Lot.

Section 30.02 Building Size. A Single-Family Dwelling structure located upon or to be built upon a Phase III Cabin Lot shall have a minimum of six hundred twenty-

five (625) square feet of Enclosed Livable Area (excluding verandas and porches) and a maximum of nine hundred fifty (950) square feet of Enclosed Livable Area (excluding verandas and porches). A Single-Family Dwelling structure located upon or to be built upon a Phase III Cabin Lot shall have a maximum of three hundred (300) square feet of covered porch or veranda area.

Section 30.03 Preservation of Trees Topography and Vegetation. No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Phase III Cabin Lot without the express written authorization of the Architectural Review Board. In order to protect the natural beauty of the vegetation and topography of the Phase III Cabin Lots, written approval of the Architectural Committee is hereby required for the removal, reduction, cutting down, excavation, filling or alteration of any topographic and vegetation characteristics of a Phase III Cabin Lot or to change any landscaping feature on any Phase III Cabin Lot. In carrying out the provisions of this Section, the Developer, the Association and the Architectural Review Board and the respective agents of each may come upon any Phase III Cabin Lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither the Association, nor the Architectural Review Board, nor the Developer, nor their respective agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

Section 30.04 Set-Back and Build-To Lines; Siting. In order to further the goal of establishing consistency in the alignment of the fronts and backs of Single-Family Dwellings located, or to be located, upon the Phase III Cabin Lots to the streets, Common Areas or the Golf Course, as applicable, the Developer may impose set-back or build-to lines applicable to the Phase III Cabin Lots, which set-back or build-to lines may vary in the discretion of the Developer and which may be in addition to or different from the applicable set-back lines set forth on the Cabins Phase III Plat. Prior to commencing construction of a dwelling on a Phase III Cabin Lot the owner or builder shall obtain the written approval of the Architectural Review Committee of a site plan for the dwelling on said Phase III Cabin Lot. Once the site plan has been approved, the builder shall construct the dwelling according to the approved site plan.

Section 30.05 Construction Requirements. In addition to the architectural review requirements contained in the Amended Original Declaration with respect to approval of plans prior to construction, each dwelling constructed on a Phase III Cabins Lot shall be of the same general character, shape and design as the dwellings constructed on the Cabin at Steelwood Lots and the Cabins Phase II Lots. Without limiting the foregoing, and without waiving the requirement that all plans shall be subject to review and approval by Architectural Review Committee, each dwelling built or located on a Cabin Phase III Lot shall:

- a) be of wood frame construction;
- b) be built on concrete piers (5 column bays at porch);
- c) have twelve inch hardi-board (hardi-plank) siding with either cedar or hardi-board battens;
- d) have hardi-board siding above the plate line and have hardi-board trim;
- e) have an asphalt shingle roof of the color and character identical to those on the cabins built on the lots in The Cabins at Steelwood and the Cabins at Steelwood, Phase II subdivisions;
- f) have a roof slope of 8.5:12 over the cabin and a roof slope of 2:12 over the porch area;
- g) shall have a minimum ceiling of 9 feet and an maximum ceiling height of 10 feet;
- h) shall have a finished floor 32 inches above grade;
- i) windows shall be of the same material and size as the windows placed in the existing cabins in The Cabins at Steelwood Lots and the Phase II Cabin Lots;
- j) shall have square trellis foundation skirting; and
- k) all exterior paint (including trim paint) shall be identical in color as that used on the dwellings located on the Cabins at Steelwood Lots and the Phase II Cabin Lots.

Each dwelling located upon a Cabin Phase III Lot may include a fireplace within the internal structure of the dwelling. Porches or verandas may, at the option of the owner, be screened. In the event that the type and color of shingles or the color of paint used on the dwellings constructed on the Cabins at Steelwood Lots or Cabins Phase II Lots is not available for use on a dwelling constructed on the Cabins Phase III Lot, the Architectural Review Committee shall designate a type and color of shingle or a paint color to be used on dwellings to be constructed on the Cabins Phase III Lots.

Each dwelling constructed on a Cabin Phase III Lot shall have a gravel parking area which shall be delineated on the plan submitted for approval by the Architectural Review Committee. Each dwelling constructed on a Cabin Phase III Lot shall have a gravel walkway from the dwelling to the parking area.

Attached hereto as Exhibit A is a sample floor plan for the type of dwelling to be constructed on a Cabin Phase III Lot. The sample plan shows the general size shape and floor plan of dwellings to be constructed on a Cabin Phase III Lot. The sample plan is provide as a model only. The Architectural Review Committee shall have final approval of any dwelling to be constructed on a Cabin Phase III Lot.

Section 30.06 Repair or Replacement of Damaged or Destroyed Structure. Each Owner, by accepting a deed for a Phase III Cabin Lot covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of a dwelling located upon a Phase III Cabin Lot, the owner of such Phase III Cabin Lot shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original plans and specifications for the structure located upon such Phase III Cabin Lot. In the event that a structure located upon a Phase III Cabin Lot is totally destroyed the Owner shall as quickly as possible clear the lot of any debris. Any replacement dwelling or structure to be built a Phase III Cabin Lot shall be subject to the architectural requirements set forth in Section 30.05 hereof and as set forth in the Amended Original Declarations.

Section 30.07 Additional Rules and Regulations. The Developer, as it determines is in the best interest of facilitating a harmonious development of the Phase III Cabin Lots in accordance with this Declaration, may adopt additional rules and regulations from time to time, which rules and regulations shall be applicable to all Phase III Cabin Lots and the owners thereof at the time of their adoption, without the necessity of incorporating such rules and regulations within this Declaration by their recordation in the Records.

Section 30.08 Variances. The Architectural Review Committee is hereby granted the authority to issue variances from any requirement set forth in this Article XXX as to a dwelling to be constructed on a Phase III Cabin Lot with the exception of the required square footage maximum and minimum. Any requests for a variance from the requirements of this Article XXX shall be made in writing. If a variance is granted by the Architectural Committee, said variance shall be made in writing and shall be recorded in the Office of the Probate Court of Baldwin County, Alabama.

Section 30.09 Amendments. The Developer may amend any of the Restrictions applicable to the Cabins Phase III Property contained herein with the written consent or approval of all of the Owners of the Cabins Phase III Lots, but without the consent of the Owner of any other Lot or Unit within the Development.

Section 30.10 Subdivision. Subdivision or re-subdivision of any Cabin Phase III Lot is prohibited.

IN WITNESS WHEREOF, the undersigned Developer has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

STEELWOOD PROPERTIES, LLC., an Alabama limited liability company

By: [Signature]

As its: MANAGER

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that J. Richard Miller, III, whose name as Manager of Steelwood Properties, LLC, an Alabama limited liability company, 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, as such Manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal this 15th day of October, 2012.

[Signature]
Notary Public

[AFFIX SEAL]

My commission expires: 4/12/2015