

ELEVENTH 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, PHASE II, THE CIRCLE AT STEELWOOD, LAKEVIEW AT STEELWOOD,
ROANS CREEK AND CHAPEL GROVE AT STEELWOOD
ALL PORTIONS OF A PLANNED UNIT DEVELOPMENT

Dated September 29th, 2005

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2005 September-30 3:11PM

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Adrian T. Johns, Judge of Probate

926789

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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 AND CHAPEL GROVE
AT STEELWOOD
ALL PORTIONS OF A PLANNED UNIT DEVELOPMENT

This Eleventh Supplement to and Amendment (the "Eleventh 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 and (xv) Chapel Grove at Steelwood (hereinafter collectively referred to as the "Development") all portions of a planned unit development, is made and entered into this 29th day of September, 2005 by 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 this Eleventh Amendment and the recordation of a subdivision plat for Chapel Grove at Steelwood at Slide Nos. 2223-D and 2223-E (Instrument No. 911923) in the Records (the "Chapel Grove 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 and the Tenth Amendment (The Original Declaration, as supplemented and amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Amendments hereinafter referred to as the "Amended Original Declaration"), to bring within the Amended Original Declaration the additional property described on the Chapel Grove Plat (the "Chapel Grove Property");

WHEREAS, upon the execution and recordation of this Eleventh 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 and the Chapel Grove 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 Eleventh 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 and the Chapel Grove 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 ELEVENTH AMENDMENT

This Eleventh 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 Eleventh Amendment, including all restrictions and covenants contained therein and herein, the Chapel Grove Property.

All capitalized terms which are contained in this Eleventh 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 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 Eleventh Amendment in the Records, the provisions of the Amended Original Declaration, as supplemented and amended by this Eleventh 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, any Units developed on the Circle Property, or on the Roans Creek Property, and the Chapel Grove Lots, as hereinafter defined, 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 Eleventh 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 Amended Original Declaration:

"CHAPEL GROVE LOT" shall mean and refer to any of the delineated parcels shown on the Chapel Grove Plat and numbered one (1) through fifty-seven (57), and to be used for single family residential structures.

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

ARTICLE C

The following Article is hereby incorporated into the Declaration as Article XXVIII hereof:

ARTICLE XXVIII

RESTRICTIONS APPLICABLE TO THE CHAPEL GROVE LOTS

In addition to the general applicability to the Chapel Grove Lots of all covenants and restrictions contained in the Amended Original Declaration, as amended, the Chapel Grove Lots shall also be subject to the additional restrictions and requirements contained in this Article XXVIII. To the extent that the provisions of this Article XXVIII conflict with any restriction applicable to the Chapel Grove Lots contained in the Amended Original Declaration, the provisions of this Article XXVIII shall prevail as to the Chapel Grove 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 Amended Original Declaration are similar to any of the restrictions contained in this Article XXVIII, the more restrictive set of restrictions shall apply, unless the Developer shall determine otherwise in the exercise of its sole discretion.

Section 28.01 Building Size. A Single-Family Dwelling structure located upon or to be built upon Chapel Grove Lots 1 through 7 or 15 through 57 shall have a minimum of sixteen hundred (1,600) square feet of Enclosed Livable Area (excluding verandas and porches) and a maximum of thirty-two hundred (3,200) square feet of Enclosed Livable Area (excluding verandas and porches). A Single-Family Dwelling structure located or to be built upon Chapel Grove Lots 8 through 14 shall have a minimum of twelve hundred (1,200) square feet of Enclosed Livable Area (excluding verandas and porches) and a maximum of thirty-two hundred square feet of Enclosed Livable Area (excluding verandas and porches).

Section 28.02 Fencing, Walls, Hedges and Ornamental Structures. Except as hereinafter provided, there shall be no fencing, wall, hedge or ornamental structures located, constructed or erected on any Chapel Grove Lot without the prior written approval of the Steelwood Architectural Review Board. The Developer, in the exercise of its discretion, may elect to construct fencing on one or more of the Chapel Grove Lots. In the event that the Developer shall

elect to construct such fencing, such fencing shall be procured and installed at the expense of the Developer. Subsequent to the installation of such fencing, the Owner of a Chapel Grove Lot on which such fencing is installed will assume all responsibility for the continued maintenance of such fence in the condition as existed at the time such fence was installed. The design, height, material type and structural components of such fencing shall be determined by the Developer in the exercise of its sole discretion. Any additional fencing, walls, hedges, or ornamental structures sought to be installed on a Chapel Grove Lot shall be done so only in accordance with the provisions of Section 3.39 of the Amended Original Declaration.

Section 28.03 Area Parking. All Chapel Grove Lots will include an area (or areas) designated for parking of vehicles and/or golf carts. Options available shall include traditional driveways to carports and/or garages, pull off areas directly accessed from the street, and stacked parking in Chapel Grove Lot driveways. Any and all parking areas shall be subject to the prior written approval of the Developer, and the existence and all aspects of the utilization of off-site parking within any portion of the Common Area adjacent to any Chapel Grove Lot shall be determined and controlled by the Developer, in the exercise of its sole discretion.

Section 28.04 Acceptable External Materials. Acceptable external materials for Single-Family Dwellings constructed on a Chapel Grove Lot will be limited to those typically available in 1900, including wood siding, wood shakes, authentic (peddle dash) stucco, brick and stone. "Hardi-plank" shall constitute the only acceptable imitation wood siding and no other imitation siding shall be utilized. Roofs may be metal raised rib, stamped metal or dimensional asphalt shingles. The application of authentic (peddle dash) stucco shall be limited to foundation wall finish and on chimneys.

Section 28.05 Architectural Style. The architectural style of the Chapel Grove Lots shall be 19th Century southern vernacular, based on the prevalent design in the Natchez, Mississippi area.

Section 28.06 Special Construction Requirements. To facilitate the determination by the Developer and/or Steelwood Architectural Review Board of the suitability of any particular proposed Single Family Dwelling for a specific Chapel Grove Lot and the exact location on such Chapel Grove Lot where such Single-Family Dwelling shall be located the Owner shall, prior to construction beginning on such Chapel Grove Lot, provide a site plan to the Developer and/or the Steelwood Architectural Review Board. 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 Chapel Grove 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 Chapel Grove 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 Chapel Grove Plat. The site plan submitted shall show, among all other items required or reasonably requested, the location of the front and rear corners of the dwellings on either side of the Chapel Grove Lot for which approval of a Single-Family Dwelling is sought. Prior to commencing construction of a dwelling

on a Chapel Grove Lot the owner or builder shall obtain the written approval of the Architectural Review Committee of the site plan for the dwelling on said Chapel Grove Lot. Furthermore, as a part of the architectural approval process, each Owner will be required to stake out the perimeter of the exact location of any proposed Single Family Dwelling on any particular Chapel Grove Lot. Once the site plan has been approved, the builder shall construct the dwelling according to the approved site plan. 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 Chapel Grove 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.

With respect to driveways constructed on a Chapel Grove Lot, each driveway accessing a Chapel Grove Lot shall be constructed of concrete from the edge of the road from which access to such Chapel Grove Lot is provided. Each driveway, and where required the associated culvert, shall be constructed in accordance with the plans and specifications provided on Exhibit "A" attached hereto.

Section 28.07 Location of Sidewalks. All sidewalks located on the Chapel Grove Lots shall not enter onto streets or access roads, but shall enter onto driveways on such Chapel Grove Lots only.

Section 28.08 Landscape Requirements. In addition to the requirements for landscape plans otherwise contained in the Amended Original Declaration, landscape plans for the Chapel; Grove Lots shall indicate the use of various plant classifications, with the requirement that eighty percent (80%) of plant materials shall be indigenous to the Baldwin County, Alabama area. The minimum acceptable sizes for plant materials shall be as follows:

- | | | |
|-------|----------------|---------------------|
| (i) | Trees: | 30 gallon container |
| (ii) | Shrubs: | 5 gallon container |
| (iii) | Ground cover: | 4 inch pot |
| (iv) | Centipede Sod: | liners |
| (v) | Vines | 1 gallon container |

All Chapel Grove Lots will be sodded throughout all lawn areas, and will not be seeded or sprigged. A landscape plan, drawn to a scale of a minimum of 1" = 10'0" shall be submitted, with such plan noting all trees to be preserved as well as removed, all areas to be sodded (centipede), all drainage patterns, all irrigation systems to be installed and other components deemed relevant by the Developer. All landscape plans shall include a north arrow and shall show the relation of the applicable Chapel Grove Lot to the adjacent Chapel Grove Lots, if any. All mulching materials utilized in planting beds on the Chapel Grove Lots shall be fresh pine straw or ground pine bark mulch. Because of the size of the Chapel Grove Lots and the desire of

the Developer to create a "village" atmosphere, sodded lawn areas will be prevalent over natural areas as part of any acceptable landscape plan.

Section 28.09 Additional Rules and Regulations. The Developer, as it determines is in the best interest of facilitating a harmonious development of the Chapel Grove 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 Chapel Grove 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.

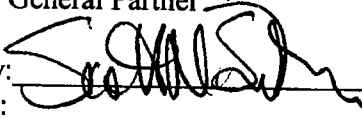
Section 28.10 Variances. The Architectural Review Committee is hereby granted the authority to issue variances from any requirement set forth in this Article XXVIII as to a dwelling to be constructed on a Chapel Grove Lot with the exception of the required square footage maximum and minimum. Any requests for a variance from the requirements of this Article XXVIII 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 Records in the Office of the Probate Court of Baldwin County, Alabama.

Section 28.11 Amendments. The Developer, so long as the Developer owns a Chapel Grove Lot, may amend any of the Restrictions Applicable to the Chapel Grove Lots contained herein without the consent or approval of the other Chapel Grove Lot owners or the Members.

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, LTD., an Alabama limited
partnership

By: R. M. Investments, Inc.
Its General Partner

By: 
Its: _____

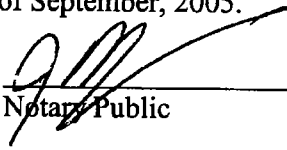
STATE OF ALABAMA

COUNTY OF BALDWIN

 Scott Smith, I, the undersigned Notary Public, in and for said County, in said State, hereby certify that ~~J. Richard Miller, III~~, whose name as President of R. M. Investments, Inc., an Alabama corporation, as general partner of Steelwood, Ltd., an Alabama limited 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 said instrument, he, as such officer and with full authority,

executed the same voluntarily on the day the same bears date for and as the act of said corporation acting in its capacity as general partner.

Given under my hand and seal this 29th day of September, 2005.



Notary Public

[AFFIX SEAL]

My commission expires: 7-27-09

JOINDER BY MORTGAGEE

BankTrust, as successor to South Alabama Bank, owner of one or more mortgages encumbering the herein described real property does hereby join in this Eleventh Supplement to and Amendment of the to the Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to the Development. To the extent necessary, BankTrust consents to the filing of the Chapel Grove Plat.

DONE this 29th day of September, 2005.

BANKTRUST, as successor to South Alabama Bank

By: Robert S. Murray

As its: JVP

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Robert S. Murray, whose name as Vice President of BankTrust, as successor to South Alabama Bank, 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 officer and with full authority, executed the same for and as the act of said corporation.

Given under my hand and seal this 29th day of September, 2005.

[Signature]
Notary Public

[AFFIX SEAL]

My commission expires: 4/18/09

This instrument prepared by :
James F. Watkins
Armbrecht Jackson, LLP
Post Office Box 290
Mobile, Alabama 36601