

STATE OF ALABAMA:
COUNTY OF BALDWIN:

FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
THE COMMONS, A CONDOMINIUM

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:
2000 November -20 2:11PM
Instrument Number 571598 Pages 5
Recording 15.00 Mortgage
Deed Min Tax
Index DP 1.00
Archive 3.00
Adrian T. Jones, Judge of Probate

This First Amendment to the Declaration of Condominium of The Commons, A Condominium (the "Declaration") is made this 20th day of November, 2000, pursuant to the provisions of the Alabama Uniform Condominium Act of 1991, Code of Alabama 1975, Secs. 35-8A-101 et seq., and the Declaration, by WOLF CREEK INDUSTRIES, INC., an Alabama corporation (the "Declarant" or "Developer").

WHEREAS, Declarant has created on the real estate described in the Declaration a condominium with multiple residential Units, and a commercial site for Neighborhood Business use, with associated common areas and facilities, pursuant to the Declaration which is recorded in Instrument Number 568690, Pages 1-46, of the Records in the Office of the Judge of Probate of Baldwin County, Alabama; and

WHEREAS, the Declaration reserves unto the Declarant the right to amend the Declaration as long as there is there is no Unit Owner other than the Declarant; and

WHEREAS, Declarant desires to amend the Declaration as hereinafter provided and there is no Unit Owner other than the Declarant;

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The third sentence of the first paragraph of Section 7.3 is hereby amended by adding the words "or anywhere within Limited Common Area #3" immediately following the words "Retaining Wall" near the bottom of Page 11.
2. Section 9.9 is hereby amended to read in its entirety as follows:

"9.9 Lapse of Development Rights. At such time as the Declarant no longer holds for sale in the ordinary course of business any Unit (not previously disposed of) including any Unit included in real estate subsequently added to the Condominium by Declarant in the exercise of its development rights under this Declaration, then the development rights herein reserved by Declarant shall pass to the Association without any further act or documentation. There shall be no other

571598

conditions or limitations under which the development rights described in this Article or elsewhere in this Declaration will lapse."

3. Subsections (a) and (b) of Section 10.4 are hereby amended by adding the words "or within Limited Common Area #3" immediately following the words "Retaining Wall" in the second line and also in the next to last line of said subsection (a) and also in the third line of said subsection (b).

4. The last sentence in Section 14.1(A) is hereby amended to read in its entirety as follows: "All insurance obtained by the Owner of each Unit shall, whenever such provisions shall be reasonably available, include the Association as a named insured and shall provide that the insurer waives its right of subrogation as to any claims against other Owners, the Association or the Developer, and their respective servants, agents, employees, invitees or guests."

5. The first sentence of Section 14.1(C) is hereby amended to read in its entirety as follows:

"The Owner of each waterfront Unit (Units 27 through 34, inclusive) shall, at his expense, obtain insurance coverage against personal liability for bodily injury or property damage arising out of the ownership, maintenance, operation or use of the pier or boathouse, if any, on Magnolia River, appurtenant to his Unit".

6. The first sentence of the last paragraph of Section 14.1(C) is hereby amended by adding at the end of the sentence the words "for its own benefit" following the words "such insurance".

7. Section 18.2 is hereby amended by adding the following restriction on leasing or renting of Units as a new paragraph immediately following the first paragraph:

"No Residential Unit shall be leased or rented at any time except for single-family residential use for a term of not less than twelve (12) consecutive months."

8. The references to Section 24.1 in Section 22.2 are hereby amended to read "subsection (A) of Section 22.1"

9. The last paragraph of Section 22.2 which begins with the words "Notwithstanding the foregoing, no amendment to the Declaration under this Article shall:" is hereby deleted in its entirety and the following two separate paragraphs substituted in its place and stead:

"Except in the case of amendments that may be executed by the Developer (a) upon the exercise of any development rights reserved in this Declaration or provided by the Act or (b) as provided in subsection (A) of Section 22.1, no amendment to the Declaration may create or increase special declarant rights, create Units that may be disposed of on a time share basis, increase the

number of Units, incorporate any Common Elements (including but not limited to Limited Common Elements appurtenant to any Unit) or otherwise change the boundaries of any Unit (except as provided in Section 18.4), or change the uses to which any Unit is restricted, in the absence of the unanimous consent of the Unit Owner; and provided, further, that until such time as the Declarant's development rights shall lapse and pass to the Association pursuant to Section 9.9, no Unit may be subdivided (except by the Declarant in the exercise of its development rights), without the prior written approval of the Declarant.

Notwithstanding the foregoing, no amendment to the Declaration shall:

(1) change a Unit that has been sold to a Person other than the Developer, without the prior written approval of the Unit Owner or Unit Owners so affected and prior written approval of the holders of record of any Mortgage or other liens on the Unit or Units so affected; or

(2) change the allocated interests of any Unit that has been sold to a Person other than the Developer other than as provided in Article X in respect of changes in the allocated interests resulting from the addition, withdrawal, subdivision or combination of Units; or

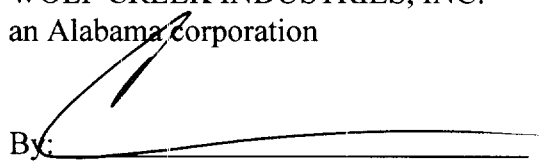
(3) change, impair or prejudice the rights of the Developer or change the provisions of the Declaration with respect to the Developer's rights hereunder without the Developer's prior written approval; or

(4) permit any Residential Unit Owner to lease or rent his Unit for a term of less than twelve (12) consecutive months.

10. All other provisions of the Declaration are hereby ratified, affirmed and approved without change.

IN WITNESS WHEREOF, the Declarant has executed these presents on the day and year first above written.

WOLF CREEK INDUSTRIES, INC.
an Alabama corporation

By: 

As Its: President

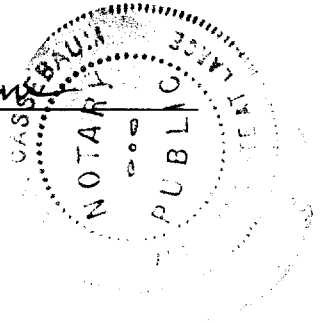
STATE OF ALABAMA:

COUNTY OF BALDWIN:

I, the undersigned notary public in and for said state and county, hereby certify that Clarence E. Burke, Jr., whose name as President of WOLF CREEK INDUSTRIES, INC., an Alabama corporation, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

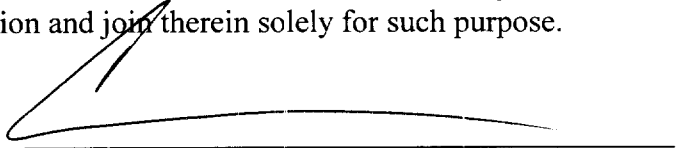
GIVEN under my hand and seal this 20 day of November, 2000.

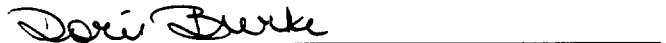
Yvonne J. Cassebaum
Notary Public
My commission expires:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: June 2, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.



**CONSENT OF OCCUPANTS OF UNIT 46 TO THE
FIRST AMENDMENT TO THE DECLARATION**

As an inducement to the Declarant to make and enter into this First Amendment To The Declaration Of Condominium Of The Commons, A Condominium, and in consideration thereof, the undersigned, CLARENCE E. BURKE, JR. and his wife, DORIE BURKE, being the occupants of the existing building and improvements on Unit 46 of the Condominium, do hereby consent to the foregoing First Amendment to the Declaration and join therein solely for such purpose.


CLARENCE E. BURKE, JR.

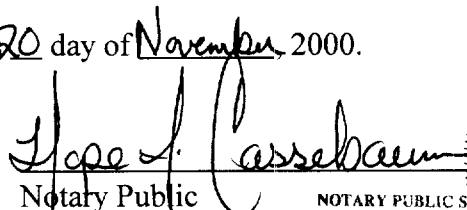
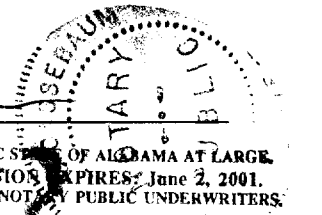

DORIE BURKE

STATE OF ALABAMA:

COUNTY OF BALDWIN:

I, the undersigned notary public in and for said state and county, hereby certify that Clarence E. Burke, Jr. and Dorie Burke, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this 20 day of November, 2000.


Notary Public
My commission expires 

THIS INSTRUMENT WAS PREPARED BY:

Thomas E Twitty, Jr.
PIERCE, LEDYARD, LATTA & WARDEN, P.C.
Lawyers
P. O. Box 16046
Mobile, Alabama 36616