

SIXTH 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, AND UNIT FOUR, STEELWOOD
ALL PORTIONS OF A PLANNED UNIT DEVELOPMENT

771859

Dated November 12, 2003

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

2003 November -12 1: 7PM

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Adrian T. Johns, Judge of Probate

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STEELWOOD, UNIT ONE,
THE VILLAS AT STEELWOOD, STEELWOOD, UNIT TWO, PHASE I,
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THE CABINS AT STEELWOOD, PHASE II AND UNIT FOUR, STEELWOOD,
ALL PORTIONS OF A PLANNED UNIT DEVELOPMENT

This Sixth Supplement to and Amendment (the "Sixth 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 and (ix) Unit Four, Steelwood (hereinafer collectively referred to as the "Development") all portions of a planned unit development, is made and entered into this 12th day of November, 2003 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 "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 Cabin 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;

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 Sixth Amendment and the recordation of a subdivision plat for Unit Four, Steelwood at Slide 2132C (Instrument No. 770244) in the Records (the "Unit Four 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 and the Fifth Amendment (the Original Declaration, as supplemented and amended by the First, Second, Third, Fourth and Fifth Amendments hereinafter referred to as the "Amended Original Declaration"), to bring within the Amended Original Declaration the additional property described on the Unit Four Plat (the "Unit Four Property");

WHEREAS, upon the execution and recordation of this Sixth 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 Unit Two, Phase I Property, the Unit Two, Phase II Property, The Cabins at Steelwood Property, The Suites Condominium Property, the Unit Three Property, the Cabins Phase II Property and the Unit Four 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 Sixth 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, the Original Property, the Villas Property, the Unit Two, Phase I Property, the Phase Two, Unit II Property, The Cabins at Steelwood Property, The Suites Condominium Property, the Unit Three Property, the Cabins Phase II Property and the Unit Four 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 SIXTH AMENDMENT

This Sixth 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 Sixth Amendment, including all restrictions and covenants contained therein and herein, the Unit Four Property.

All capitalized terms which are contained in this Sixth 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 Sixth Amendment in the Records and upon the recordation of the Unit Four Plat in the Records, the provisions of the Amended Original Declaration, as supplemented and amended by this Sixth 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, and the Unit Four Lots (as are defined herein), unless otherwise expressly provided herein. Pursuant to the terms and conditions hereof, certain provisions of the Amended Original Declaration, as supplemented and amended by this Sixth 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:

“**UNIT FOUR LOT**” shall mean and refer to any of the delineated parcels shown on the Unit Four Plat and numbered five (5) through ten (10), and to be used for residential structures.

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

ARTICLE C

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

ARTICLE XXII

RESTRICTIONS APPLICABLE TO UNIT FOUR LOTS

In addition to the general applicability to the Unit Four Lots of all covenants and restrictions contained in the Amended Original Declaration, the Unit Four Lots shall also be subject to the additional restrictions and requirements contained in this Article XXII. To the extent that the provisions of this Article XXII conflict with any restriction

applicable to the Unit Four Lots contained in the Amended Original Declaration, the provisions of this Article XXII shall prevail as to the Unit Four 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 XXII, the more restrictive set of restrictions shall apply, unless the Developer shall determine otherwise in the exercise of its sole discretion. It is specifically intended that the Unit Four Lots shall be subject to all architectural standards and to the jurisdiction and authority of the Architectural Review Board set forth in the Original Declaration.

Section 22.01 Fencing, Walls, Hedges and Ornamental Structures. There shall be no fencing, wall, hedge or ornamental structures located, constructed or erected on any Unit Four Lot without the prior written approval of the Developer and/or the Architectural Review Board.

Section 22.02 Number of Structures/Building Size/Siting. There shall be no more than one structure built on any Unit Four Lot. Any structure built on a Unit Four Lot shall be for residential use only and shall have a maximum of seven thousand (7,000) square feet of Enclosed Livable Area (excluding verandas and porches) and a minimum of four thousand (4,000) square feet of Enclosed Livable Area (excluding verandas and porches). Any structure built on a Unit Four Lot shall be limited to not more than three livable stories. A structure built upon a Unit Four Lot may be a detached, single-family dwelling, a duplex, a triplex or, if developed as a condominium, may contain up to four residential Units. In the event that a building is constructed on two or more Unit Four Lots, subject to Architectural Review Board Approval, the number of units and the minimum and maximum square footage requirements may be cumulative based upon the number of Unit Four Lots upon which the structure will actually be built upon. Prior to commencing construction of a structure on a Unit Four Lot the owner or builder shall obtain the written approval of the Architectural Review Committee of a site plan showing the location of the structure on the lot. Once the site plan has been approved, the builder shall locate and construct the structure on the lot according to the site plan approved by the Architectural Review Committee.

Section 22.03 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 Unit Four 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 Unit Four Lots, written approval of the Architectural Committee is required for the removal, reduction, cutting down, excavation, filling or alteration of any topographic and vegetation characteristics of a Unit Four Lot or to change any landscaping feature on any Unit Four 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 Unit Four 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. Any change to the topography of a Unit Four Lot must have the prior written approval of the Architectural Review Board and shall not in any way change or increase the flow of water from such Unit Four Lot to other Lots within the Development or the Golf Course.

Section 22.04 Set-Back and Build-To Lines. In order to further the goal of establishing consistency in the alignment of the fronts and backs of structures located, or to be located, upon the Unit Four Lots to the streets, Common Areas or the Golf Course, as applicable, the Developer and/or the Architectural Review Board may impose set-back or build-to lines applicable to the Unit Four Lots, which set-back or build-to lines may vary in the discretion of the Developer and which may be in addition to the applicable set-back lines set forth on the Unit Four Plat. To the extent possible, each Unit Four Lot shall have the build-to line staked prior to the conveyance of a Unit Four Lot by the Developer.

Section 22.05 Additional Rules and Regulations. The Developer, as it determines is in the best interest of facilitating a harmonious development of the Unit Four 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 Unit Four 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.

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: PRESIDENT

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 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 12th day of November, 2003.

Scott M. Suter

Notary Public

[AFFIX SEAL]

My commission expires: 8-05-06

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 Sixth 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 Unit Four Plat.

DONE this 12th day of November, 2003.

BANKTRUST, as successor to South Alabama Bank

By: *Robert S. Murray*

As its: SVP

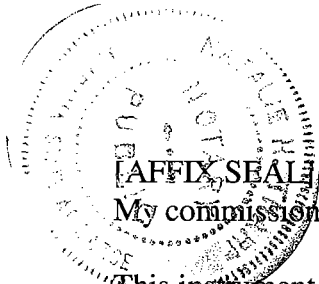
STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Robert S. Murray, Jr. whose name as Senior 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 12th day of November, 2003.



My Commission Expires Natalie D. Hays
Notary Public
09-04-07

My commission expires: _____

This instrument prepared by :

James F. Watkins

Armbrecht Jackson

Post Office Box 290

Mobile, Alabama 36601