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**FIRST SUPPLEMENT TO AND AMENDMENT OF
THE**

**DECLARATION OF RIGHTS, COVENANTS,
RESTRICTIONS, AFFIRMATIVE OBLIGATIONS
AND CONDITIONS APPLICABLE TO
STEELWOOD, UNIT ONE,
A PLANNED UNIT DEVELOPMENT,
DATED OCTOBER 1, 1997**

December 1, 1998

This instrument prepared by:
David A. Ryan, Esq.
Hand Arendall, L.L.C.
111 West Laurel Avenue
Foley, Alabama 36535
(334-970-5511)

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FIRST SUPPLEMENT TO AND AMENDMENT OF

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**DECLARATION OF RIGHTS, COVENANTS,
RESTRICTIONS, AFFIRMATIVE OBLIGATIONS
AND CONDITIONS APPLICABLE TO
STEELWOOD, UNIT ONE,
A PLANNED UNIT DEVELOPMENT,
DATED OCTOBER 1, 1997**

This First Supplement to and First Amendment (this "First Supplement and Amendment") of the Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to Steelwood, Unit One, a Planned Unit Development, Dated October 1, 1997 (the "Original Declaration") is made and entered into this 1ST day of December, 1998 by Steelwood, Ltd., an Alabama limited partnership (the "Developer") and is applicable to both Steelwood, Unit One, a portion of a planned unit development and the Villas at Steelwood, a portion of a planned unit development (the "Development").

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WITNESSETH:

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

WHEREAS, heretofore, on or about October 9, 1997, Developer recorded in Misc. Book 95, Pages 1449 through 1495, of the Office of the Judge of Probate of Baldwin County, Alabama, the Original Declaration to be applicable to the Original Property in the manner prescribed therein;

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 (both the Original Property and such additional property).

WHEREAS, the Developer desires, pursuant to Article II and Article XV of the Original Declaration, and by and through the execution and recordation of this First Supplement and Amendment and the recordation of a subdivision plat for the Villas at Steelwood, a portion of a

planned unit development (the "Villas at Steelwood Plat"), to supplement and amend the Original Declaration to (i) bring within the Original Declaration (as supplemented and amended hereby) the additional property described in the Villas at Steelwood Plat recorded on Slide 1849A in the records of the Office of the Judge of Probate of Baldwin County, Alabama (the "Additional Property") to be subject to the terms and conditions to the Original Declaration (as supplemented and amended hereby), (ii) create additions and modifications of the covenants and restrictions contained in the Original Declaration which are applicable to the Additional Property and (iii) create additions and modifications of the covenants and restrictions contained in the Original Declaration which are applicable to all property subject hereto (both the Original Property and the Additional Property);

WHEREAS, upon the execution and recordation of this First Supplement and Amendment, the Original Declaration shall be supplemented and amended as provided herein.

NOW, THEREFORE, THE DEVELOPER HEREBY DECLARES that the Original Property and the Additional 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 Original Declaration, as supplemented and amended by this First Supplement and Amendment (sometimes referred to hereinafter as the "Declaration"), which is for the purposes of protecting the value and desirability of, and which shall touch, concern and run with, the Original Property and the Additional Property, and be binding on all parties having any right, title or interest in such real property or any part thereof, as a holder of a mortgage, or otherwise, and their respective heirs, successors and assigns.

ARTICLE A

PURPOSE AND EFFECT OF FIRST SUPPLEMENT AND AMENDMENT

This First Supplement and Amendment, when executed and recorded in the Public Records of Baldwin County, Alabama, is intended to and shall:

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

All capitalized terms which are contained in this First Supplement and Amendment and which are not specifically defined herein shall have the meanings ascribed to such terms in the Original Declaration. To the extent there shall exist any conflict between the provisions hereof and the provisions of the 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 Original Declaration prevail.

Upon its execution and recordation in the public records of Baldwin County, Alabama, and upon the recordation of the Villas at Steelwood Plat in the public records of Baldwin County, Alabama, the provisions of the Original Declaration, as supplemented and amended by this First Supplement and Amendment, shall be applicable to all Lots, including the Original Lots and Villa Lots (as the Original Lots and Villa Lots are defined herein), unless otherwise expressly provided herein. Pursuant to the terms and conditions hereof, certain provisions of the Original Declaration, as supplemented and amended by this First Supplement and Amendment, may be applicable solely to the Original Lots or may be applicable solely to the Villa Lots, all as further described herein.

ARTICLE B

CERTAIN DEFINITIONS

In this First Supplement and Amendment, the following terms shall have the meanings ascribed to them set forth below:

Section B.01 Modification of Existing Defined Terms. The definitions of the following terms that are defined in the Original Declaration are hereby amended in the following manner:

- (a) The definition of "Common Property" or "Properties" or "Common Area" contained in Section 1.05 of the Original Declaration is hereby deleted in its entirety, and in lieu thereof, the following is hereby substituted:

"COMMON PROPERTY OR PROPERTIES OR COMMON AREA shall mean and refer to that certain real and/or personal property which may be conveyed to the Association by the Developer in accordance with this Declaration, as supplemented and amended, and shall also mean and refer to the real property that is designated as Common Property or Common Area or otherwise not dedicated for use as Lots for residential dwellings or as wilderness areas on the Original Plat and the Villas at Steelwood Plat."

- (b) The definition of "Lodge" or "Villa" contained in Section 1.10 of the Original Declaration is hereby deleted in its entirety, and in lieu thereof, the following is hereby substituted:

"LODGE shall mean and refer to any numbered and delineated lots or parcels shown on the Plat, or amendments or additions to the Plat, to be used for lodging and/or meetings by the Developer, its guests, invitees, tenants, lessees, agents, successors and assigns."

- (c) The definition of "Lot" contained in Section 1.11 of the Original Declaration is hereby deleted in its entirety, and in lieu thereof, the following is hereby substituted:

“**LOT** shall mean and refer, collectively, to any of the fifty-four (54) numbered and delineated parcels shown on the Original Plat to be used for single-family dwelling units and any of the fifty (50) numbered and delineated parcels shown on the Villas at Steelwood Plat to be used for single-family dwelling units and any additional parcels of property that are subjected to this Declaration pursuant to Article II hereof, regardless of whether all or any portions of such additional parcels of property are numbered and delineated on a subdivision plat.”

Section B.02 Additional Defined Terms. The following defined terms are hereby incorporated into the Declaration:

“**ORIGINAL LOT** shall mean and refer to any of the delineated parcels shown on the Original Plat and numbered one (1) through fifty-four (54), and to be used for single-family dwelling units.

“**VILLA LOT** shall mean and refer to any of the delineated parcels shown on the Villas at Steelwood Plat and numbered one (1) through fifty (50), and to be used for single-family dwelling units.”

In addition to the foregoing, the terms which are described in the recitals of this First Supplement and Amendment shall have the meaning ascribed to such terms therein.

ARTICLE C

FUTURE DEVELOPMENT AND ADDITIONS TO THE PROPERTY

Section 2.02(a). Additions, of the Original Declaration is hereby amended to include, as the last grammatical sentence thereof, the following:

“Any supplementary declaration which serves to subject additional property to this Declaration, with such additional property being subject to the same terms and conditions applicable to all property which is subject to this Declaration, or which creates additional terms and conditions that are applicable only to such additional property, shall be deemed a supplement to this Declaration and not an amendment hereof, such that the Developer shall not be required, under any circumstances whatsoever, to obtain the consent or affirmative vote of any Member as contemplated in Article XV hereof.”

ARTICLE D

AMENDMENTS TO GENERAL COVENANTS

The covenants and restrictions contained in Article III, General Covenants, of the Original Declaration, is hereby amended in the following manner:

Section D.01 Signs and Mailboxes. Section 3.09 of the Original Declaration is hereby amended to include, as the second and third grammatical sentences thereof, the following:

"All address identification for Single Family Dwellings shall be limited to signage provided by the Developer and placed on each Lot in the manner specified by the Developer. All mail addressed to Single Family Dwellings shall be delivered to the location on the Property designated by the Developer."

Section D.02 Other Buildings, Vehicles and Boats. Section 3.10 of the Original Declaration is hereby amended to include, as the final grammatical sentence thereof, the following:

"No golf carts shall be allowed on the Property other than those provided by Steelwood, and all golf carts shall be utilized in accordance with all rules applicable to vehicular traffic. All golf carts shall be parked on Lots only in designated and screened parking areas."

Section D.03 Sewage Disposal. Section 3.16 of the Original Declaration is hereby amended to include, as the second and third grammatical sentences thereof, the following:

"All sewage systems on each Lot shall be equipped with a grinder pump for the purpose of facilitating the discharge of sewage from Single-Family Dwellings and into sewer mains, and the location of such grinder pumps shall be as close as is practically possible to the roadway accessing such Lot, with the exact location of such grinder pump to be determined by the Developer, and the type of grinder pump to be utilized to be subject to the prior written approval of Developer. From time to time the Developer may recommend a type of grinder pump which the Developer believes shall be best suited for the purposes described herein."

Section D.04 Water. Section 3.17 of the Original Declaration is hereby amended to include, as the final three grammatical sentences thereof, the following:

"Each water well shall be located as close as is practically possible to the roadway accessing the Lot serviced by such water well, and all components of such water well, including the pump motor and housing, shall be installed below the surface of the ground so as to not be visible from the roadway accessing such Lot. Any water holding tanks comprising a portion of a water well system shall be screened from view of the access roadway and adjoining Lots, and shall be located in the same vicinity as outside heat pumps or air conditioning units for the Single-Family

Dwelling located on such Lot. The exact location of each such water well shall be determined by the Developer.”

Section D.05 Driveways. Section 3.37 of the Original Declaration is hereby amended to include, as the final four grammatical sentences thereof, the following:

“The driveway for each Lot shall be constructed at the sole expense of the Owner of such Lot, including that portion of the driveway extending over the right-of-way and connecting the Lot to the access roadway. So as to promote uniformity in the appearance of driveways and an aesthetically pleasing appearance, driveways located on Lots shall be constructed of concrete (scored or unscored), concrete pavers or brick pavers. In the event that any Owner selects concrete as a driveway material and desires to stain such concrete driveway, the color of such staining shall be subject to the prior written consent of the Developer. In the event that any Owner desires for such Owner’s driveway to be constructed of any material other than concrete (scored or unscored), concrete pavers or brick pavers, such Owner shall first be required to obtain the prior written consent of the Developer. The Developer, in the exercise of its sole discretion, may permit or prohibit the use of any driveway material other than concrete (scored or unscored), concrete pavers or brick pavers, or the use of any particular concrete driveway stain color, on any particular Lot while not imposing the same requirements on any other Lot, and the location and configuration of each driveway shall be subject to the Developer’s prior written approval.”

Section D.06 Additional General Covenants. The following shall constitute additional General Covenants applicable to all Lots:

“Section 3.38. UNDERGROUND GARBAGE CAN RECEPTACLES. Each Lot shall be equipped with an underground mechanized garbage can storage receptacle, of the type and design required by the Developer. Each such receptacle shall be located as close as is practically possible to the roadway accessing such Lot, with the exact location of such receptacle to be determined by the Developer.”

“Section 3.39 FENCING. Any and all fencing on any Lot shall be subject to the prior written consent of the Developer, and the Developer, in the exercise of its sole discretion, may permit or prohibit the use of fencing on any particular Lot while not imposing the same requirements on any other Lot, and the location, configuration, design and materials of any such permitted fencing shall be subject to the Developer’s prior written approval.”

ARTICLE E

PROVISIONS RELATED TO COMMON PROPERTY

Section 5.07, Rules and Regulations, of the Original Declaration is hereby deleted in its entirety, and in lieu thereof the following is hereby substituted:

“Section 5.07 RULES AND REGULATIONS. As provided herein, the Developer or the Association may make and enforce reasonable rules and regulations governing the use of the Lots, Wilderness Areas and Common Areas; provided however, notwithstanding anything contained herein to the contrary, the Developer, in the exercise of its sole discretion, may alone make and enforce rules and regulations governing the use of Steelwood Lake, the Golf Course and other Private Amenities, and the Association shall have no power or authority with respect thereto.”

ARTICLE F

COVENANTS FOR ASSESSMENTS

Section 11.02, Purpose of the Assessments and Payment to Developer, of the Original Declaration is hereby amended by the deletion therefrom the phrase “Steelwood Lake and its related waterways and dam”, with the effect of such deletion being to clarify that no Owner, solely by virtue of his or her ownership of a Lot and/or membership in the Association, may be assessed in any respect for the cost associated with maintaining, repairing or improving Steelwood Lake and its related waterways and dam.

ARTICLE G

GENERAL PROVISIONS

Section 15.02, Amendments, of the Original Declaration is hereby amended by the deletion therefrom of the first grammatical sentence in its entirety, and in lieu thereof the following is hereby substituted:

“The Developer specifically reserves the right to amend this Declaration, or any portion hereof, of its own motion, for a period of two (2) years from the date hereof, so long as the voting power of all Members (both existing Members and members resulting from bringing within this Declaration additional property pursuant to ARTICLE II hereof) versus the Developer is not diluted thereby, nor the relative amounts of Assessments of such existing Members are raised or changed in any manner which would adversely affect such Members.”

and is hereby further amended to include, as the final grammatical sentence thereof, the following:

“Notwithstanding the foregoing, in lieu of the requirement that a special meeting of the Association be called to amend this Declaration, any proposed amendment to this Declaration may be enacted if such amendment is consented to in writing by at least sixty-six and two-thirds percent (66 2/3%) of each class of Members permitted to vote on such amendment.”

ARTICLE H

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

“ARTICLE XVI

RESTRICTIONS APPLICABLE TO VILLA LOTS

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

Section 16.01 Fencing. The Developer, in the exercise of its discretion, may elect to construct fencing on one or more of the Villa 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 the Villa 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 fencing 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 sought to be installed on the Villa Lots shall be done so only in accordance with the provisions of **Section 3.39** of this Declaration.

Section 16.02 Area Parking. All Villa Lots will include an area (or areas) designated for the parking of vehicles and golf carts. Options available shall include traditional driveways to carports, pull off areas directly accessed from the street, parallel street side parking and stacked parking in Villa 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 the Villa Lots shall be determined and controlled by the Developer, in the exercise of its sole discretion.

Section 16.03 Acceptable External Materials. Acceptable external materials for Single-Family Dwellings constructed on Villa Lots 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 may 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 16.04 Architectural Style. The architectural style of the Villa Lots shall be 19th Century southern vernacular, based on the prevalent design in the Natchez, Mississippi area. To facilitate the selection by Owners of acceptable architectural styles, the Developer shall supply from time to time preliminary design elevations that have been approved for construction on the Villa Lots. Such preliminary design elevations will have several alternatives available to allow similar house plans to be distinguished from each other. In the event that an Owner shall select a preliminary design elevation that has been approved for Villa Lot application, and shall not vary such preliminary design elevation more than fifteen percent (15%) (as determined by the Developer) when preparing final plans and specifications for Developer approval, and such plans and specifications are otherwise suitable for construction on the applicable Villa Lot (when considering the size of the Villa Lot, topographical features, the similarity of nearby Single-Family Dwelling and other factors considered relevant by the Developer), such plans and specifications will be deemed approved by the Developer or the Architectural Review Board, as applicable. No identical Single-Family Dwellings will be allowed and similar Single-Family Dwellings (as determined by the Developer) will be permitted only if they are separated by a minimum of six (6) Villa Lots between such similar Single-Family Dwellings. All Single-Family Dwellings will have at least two (2) porches with detail to include columns, railings and distinctive roof shapes. The minimal porch elevation shall be thirty (30") inches above grade.

Section 16.05 Set-Back and Build-To Lines. In order to further the goal of establishing consistency in the alignment of the fronts or backs of Single-Family Dwellings when they are prominent to the streets, Common Areas or the Golf Course, as applicable, the Developer may impose set-back or build-to lines applicable to the Villa Lots, which set-back or build-to lines may vary in the discretion of the Developer and which may be set forth in the Villas at Steelwood Plat.

Section 16.06 Building Size. All Single-Family Dwelling structures built on the Villa Lots shall have a minimum of twelve hundred (1,200) square feet of Enclosed Livable Area (not including verandas or porches) and a maximum of

twenty-four hundred (2,400) square feet of Enclosed Livable Area (not including verandas or porches).

Section 16.07 Site Evaluation. In determining the suitability of any particular proposed Single-Family Dwelling for a Villa Lot, the Developer, in addition to considering those applicable restrictions contained elsewhere in the Declaration, shall consider the extent to which trees and other vegetation will be destroyed by construction activities conducted on any particular Villa Lot, and may require any Single-Family Dwelling to be relocated or redesigned so as to minimize any such destruction.

Section 16.08 Special Construction Requirements. To facilitate the determination by the Developer of the suitability of any particular proposed Single-Family Dwelling for a specific Villa Lot and the exact location on such Villa Lot where such Single-Family Dwelling shall be located, all trees (regardless of size) sought to be removed to permit construction or as a component of an Owner's landscape plan shall be tagged with orange flagging tape prior to their removal. 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 Villa Lot.

Section 16.09 Location of Sidewalks. All sidewalks located on the Villa Lots shall not enter onto streets or access roads, but shall enter onto driveways on such Villa Lots only.

Section 16.10 Right-of-Way Buffer. A buffer area within the right-of-way for streets accessing the Villa Lots shall be maintained by the Developer, and shall not be disturbed by Owners of Villa Lots. No mowing, pruning, planting, etc., shall take place within such buffer zone without the prior written consent of the Developer.

Section 16.11 Construction Restrictions. Because of the size of the Villa Lots and the lack of parking areas within the Villa Lots area for construction parking, the Developer may require that all construction vehicles and construction materials be maintained at a separate staging area designated by the Developer. This requirement shall be in addition to the general requirements applicable to construction on all Lots described in this Declaration. No concrete trucks shall be permitted on any Villa Lot, and concrete utilized on any Villa Lot shall be supplied to such property by a piping system that allows the concrete truck to supply concrete to the Villa Lot from an adjacent roadway.

Section 16.12 Landscape Requirements. In addition to the requirements for landscape plans otherwise contained in this Declaration, landscape plans for the Villa 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:	6-8'	15 gallon container
(ii)	Shrubs:	18-20"	3 gallon container
(iii)	Ground cover:	15-18"	4 inch pot
(iv)	Native grasses:	8-10"	liners
(v)	Vines	15-18"	1 gallon

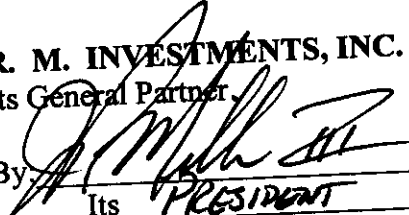
All Villa Lots will be sodded throughout all lawn areas, and will not be seeded or sprigged. A landscape plan, drawn to a scale of 1" = 10'0" shall be submitted, with such plan noting all trees to be preserved as well as removed, all areas to be sodded, all drainage patterns, all irrigation systems to 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 Villa Lot to the adjacent Villa Lots, if any. All mulching materials utilized in planting beds on the Villa Lots shall be fresh pine straw or ground pine bark mulch. Because of the size of the Villa 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 16.13 Additional Rules and Regulations. The Developer, as it determines is in the best interests of facilitating a harmonious development of the Villa 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 Villa 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 public records of Baldwin County, Alabama."

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

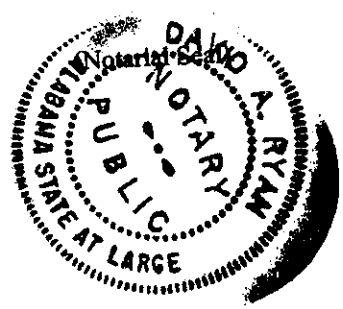
By: **R. M. INVESTMENTS, INC.**
Its General Partner.

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, whose name as President of R. M. Investments, Inc., an Alabama corporation and a general partner of Steelwood, Ltd., 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.

Given under my hand and official, notarial seal this 1st day of December, 1998.



David A. Ryan
Notary Public, State of Alabama, County of Baldwin
My Commission Expires: 6-6-99

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JOINDER BY MORTGAGEE

_____ Bank, owner of one or more of mortgages encumbering Steelwood Unit One, a planned unit development, does hereby join in this First Supplement and First Amendment to Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions applicable to Steelwood, Unit One, a planned unit development, and by doing so does hereby set forth its acknowledgment and agreement that its right as mortgagee are subject to the terms and conditions of such document.

_____ Bank,
a _____

By: _____
Its: _____

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of _____, 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 said instrument, he/she, 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.

Given under my hand and official, notarial seal this _____ day of December, 1998.

(Notarial Seal)

Notary Public, State of Alabama, County of _____
My Commission Expires : _____

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