

FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

FOR

SANDY FORD, PHASE I AND PHASE II,
A PLANNED UNIT DEVELOPMENT

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

2003 May -28 11:40AM
Instrument Number 732108 Pages 4
Recording 12.00 Mortgage
Deed Min Tax
Index DP 1.00
Archive 3.00
Adrian T. Johns, Judge of Probate

STATE OF ALABAMA

COUNTY OF BALDWIN

This Amendment to Declaration of Covenants, Conditions and Restrictions for SANDY FORD, PHASE I AND PHASE II, A PLANNED UNIT DEVELOPMENT (the "Amendment") made this the 27th day of May, 2003 by SANDY FORD LAND CO., INC., AN ALABAMA CORPORATION (the "Developer"), applicable to SANDY FORD, PHASE I AND PHASE II, A PLANNED UNIT DEVELOPMENT (the "Development").

WHEREAS, the Developer owns certain land located in Baldwin County, Alabama as shown on the Plat of SANDY FORD, PHASE I AND PHASE II, A PLANNED UNIT DEVELOPMENT recorded at Slide 2056-A and Slide 2113F, respectively, in the records of the Office of the Judge of Probate of Baldwin County, Alabama, and other adjacent land to be developed as subsequent units, all of which shall be sometimes referred to herein as (the "Property");

WHEREAS, the Developer desires to continue to provide for the preservation of the value of the Development and for the maintenance of the Common Area; and to that end, the Developer hereby amends the Declaration of Covenants, Conditions and Restrictions, dated the 8th day of October, 2001 and recorded at Instrument Number 620729 in the Office of the Judge of Probate of Baldwin County, Alabama, and said Amendment shall be applicable to SANDY FORD, PHASE I AND PHASE II, A PLANNED UNIT DEVELOPMENT and shall include the following:

ARTICLE III, Section 3.03 shall be amended to include the following paragraph:

Prior to clearing any lot or cutting any trees from any lot, a site inspection shall be performed by the Developer or Architectural Review Board and upon written approval from the Developer or the Architectural Review Board the Builder or Home Owner may proceed to clear the lot. At the time of said inspection all trees that are to be removed shall be flagged and a rough stake-out of the dwelling shall be in place. It is the intent of the Developer and the Architectural Review Board to preserve as many trees on the site as possible. And no trees shall be removed without the prior written approval of the Developer or the Architectural Review Board. Site approval shall be at the sole discretion of the Developer and the Architectural Review Board and any violations shall be subject to enforcement as provided under these Declaration of Covenants, Conditions and Restrictions.

732108

ARTICLE III, Section 3.22 shall be amended to include the following paragraph:

Dog-eared fence boards are strictly prohibited. All corner posts, end posts and gate posts must be a minimum of 6 X 6 in size. Any posts which shall protrude above the vertical fence line shall have an approved post cap placed on it.

ARTICLE III, Section 3.29 shall be added and shall read as follows:

Section 3.29 ELEVATION OF DWELLING. The front elevation of all dwelling units shall have a minimum finished floor elevation of 24 inches above the finished grade.

ARTICLE III, Section 3.30 shall be added and shall read as follows:

Section 3.30 WATER RUNOFF CONTROL MEASURES. It shall be the sole responsibility of any Lot Owner to maintain proper water runoff control measures on that Lot prior to and during construction of any residence. Home Owner or Builder shall take proper measures to ensure that no silt, sand, clay, mud or other similar materials shall runoff said Lot and collect on the streets, gutters or underground drains.

In the event that any fines shall be assessed to the DEVELOPER or the ASSOCIATION as a result of Lot Owner's failure to maintain proper water runoff control measures, said Lot Owner shall immediately pay any such fines and penalties and shall indemnify and hold harmless the DEVELOPER and the ASSOCIATION for the payment of any such fines or penalties. In the event that the Lot Owner shall fail or refuse to pay any such fines and penalties which may be imposed such fine and penalty shall be treated as a special assessment against that Lot as provided for in Article X of these Declaration of Covenants, Conditions and Restrictions and shall be enforced in accordance with the provisions of that Article.

ARTICLE IV, Section 4.04 shall be added and shall read as follows:

Section 4.04 LOTS 43 - 78, PHASE II. The following specific covenants and restrictions shall apply to Lots 43 - 78, Phase II as shown on the Plat and the Dwelling Units constructed on those Lots.

(a) Lots 43 - 47, Phase II border on the Rock Creek Golf Course and therefore if a fence is constructed on these lots the fence must be a four (4) foot black wrought iron or aluminum fence erected around the back yard of said Lots. This restriction applies only to Lots 43 - 47, Phase, II.

(b) Minimum enclosed livable area (heated and cooled area) shall not be less than 2,600 square feet of which a minimum of 2,200 square feet shall be located on the ground floor.

(c) Minimum roof pitch shall not be less than a 9/12 pitch.

(d) Maximum dwelling height shall not exceed two stories.

(e) Exterior finish must be used brick, wood mould brick, tumbled style brick, authentic stucco, wood or hardiplank siding only. Vinyl trim may be used on facia and soffit areas only. Porch ceilings must be finished in wood. All windows shall be of wood construction. No vinyl shutters shall be allowed.

(f) Roof material shall be a 25 year dimensional architectural grade shingle. Standard three tab shingles are specifically prohibited. Roof jacks shall be painted to match the color of the roof. Exposed metal valleys are specifically prohibited.

(g) Driveway surfaces shall be constructed of concrete, brick, brick pavers or other hard surface materials approved by the Developer, its successors and assigns. No asphalt, rock, gravel, shell or other similar materials shall be used for driveway surfaces.

(h) Chimneys shall be constructed of approved brick or authentic stucco.

(i) Out-buildings shall be approved by the Developer on a case by case basis.

(j) Developer approval of all building plans, exterior building materials, exterior colors and roofing shall be received from the Developer prior to beginning construction or making any improvements or modifications to any Lot, in accordance with Section 6.02. All landscaping plans shall be submitted to the Developer for approval prior to reaching the black-in stage of construction in accordance with Section 3.20.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized officers on the date set forth in the acknowledgement below, but as of the date above first set forth.

SANDY FORD LAND CO., INC.
AN ALABAMA CORPORATION

BY: James P. Achee
ITS: PRESIDENT

ATTEST:

BY: Robert A. Crink
ITS: SECRETARY

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James P. Achee and Robert A. Crink, whose names as President and Secretary, respectively of SANDY FORD LAND CO., INC., AN ALABAMA CORPORATION, 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, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 27th day of May, 2003.

Carol W. Nielsen
NOTARY PUBLIC
MY COMMISSION EXPIRES: 7/3/06

