

**AMENDMENT TO DECLARATION FOR THE LINKS, A CONDOMINIUM**

This Amendment to the Declaration for the Links, a Condominium is entered into this 28<sup>th</sup> day of July, 2000.

WHEREAS, the Declaration for The Links, a Condominium (the "Declaration") is recorded as Instrument Number 555477, pages 1-119, in the records maintained in the Office of the Judge of Probate Court of Baldwin County, Alabama; and

WHEREAS, Regions Bank holds a mortgage covering the property described on Exhibits A and B attached to the Declaration; and

WHEREAS, Regions Bank, as the mortgagee, did not consent to the recording of the Declaration but desires to grant its consent at this time provided that the same is amended as hereinafter set forth; and

WHEREAS, all of the Units in the Condominium are owned by the Declarant; and

WHEREAS, in order to induce Regions Bank to consent to the Declarations, The Links Condominium Owner's Association (the "Association") has agreed to amend the Declaration.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. The following sections hereby added after Section 1.05.37:

1.05.38 The terms and conditions of that certain Mortgage dated March 31, 2000 and recorded as Instrument Number 540171, pages 1-7 in favor of Regions Bank.

2. The following language is hereby added at the end of Section 2.01.15:

A third person who acquires the rights of the Declarant in the Property pursuant to a foreclosure upon the mortgage described in Section 1.05.38, or a deed in lieu of foreclosure thereon, shall become the Declarant under this Declaration regardless of whether the instrument of conveyance in his favor expressly assigns him the right to exercise the powers and privileges of the Declarant.

3. The following language is hereby deleted from Section 20.03.1:

Notwithstanding the above, the lien created pursuant to this Declaration is prior to any Mortgage to the extent of the Common Expense assessments based on the annual budget which would have become due in at sence of acceleration during the six (6)

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months immediately preceding institution of an action to enforce the lien.

And the following is substituted in the place thereof:

Notwithstanding the above, the lien created pursuant to this Declaration is prior to any Mortgage (other than the mortgage described in Section 1.05.38) to the extent of the Common Expense assessments based on the annual budget which would have become due in absence of acceleration during the six (6) months immediately preceding institution of an action to enforce the lien.

4. The following language is hereby added to the end of Article XVI:

Notwithstanding the foregoing, so long as the Mortgage described in Section 1.05.38 remains outstanding, Declarant may not vote for or cause the amendment or termination of this Declaration, nor add property to the Condominium, without the written consent of the holder of such mortgage.

IN WITNESS WHEREFORE, the Declarant and the Association have caused this Amendment to be executed by their duly authorized representatives on the day and date set forth above.

The Links, L.L.C., an Alabama limited liability company

By: Country Club Development,  
L.L.C., an Alabama limited liability company

As Its Managing Member

By: 

As Its: ADMINISTRATIVE MEMBER

The Links Condominium Owner's Association,  
Inc., an Alabama non-profit corporation

By: *Albert Cortez III*

As its: SECRETARY

Regions Bank, as mortgagee, does hereby consent to the Declaration and this amendment thereof as they apply to the Phase I Property described therein.

Regions Bank

By: *[Signature]*

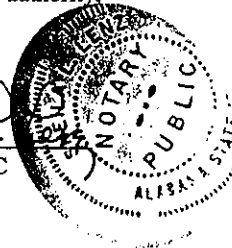
As its: SENIOR VICE PRESIDENT

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Albert Cortez, III whose name as Administrative Managing Member, of Country Club Development, L.L.C., as the managing member of The Links, L.L.C., is signed to the foregoing instruments and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, is such Member, and with full authority executed the same voluntarily for and as the act of said company.

Given under my hand and sea this 28<sup>th</sup> day of July, 2000.

*Sheela L.*  
NOTARY PUBLIC



[AFFIX NOTARIAL SEAL]

Commission expires: 6-25-2001

STATE OF ALABAMA

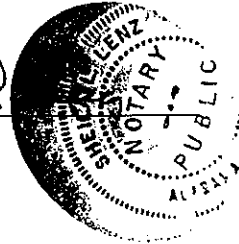
COUNTY OF BALDWIN

I, the undersigned notary public in and for said state and said parish, hereby certify that Albert Carter, III, whose name as Secretary of The Links Owner's Association, Inc., an Alabama non-profit 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 set forth below.

Given under my hand and seal this 29<sup>th</sup> day of July, 2000.



Sheila R.  
NOTARY PUBLIC



STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned notary public in and for said state and said parish, hereby certify that Stephen J. Davitt, Jr., whose name as Senior VP and Manager of Regions 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 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 set forth below.

Given under my hand and seal this 28<sup>th</sup> day of July, 2000.



Beth Rogers  
NOTARY PUBLIC

This instrument prepared by:  
James F. Watkins  
Armbrecht, Jackson, DeMouy,  
Crowe, Holmes & Reeves, L.L.C.  
Post Office Box 290  
Mobile, Alabama 36601

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

2000 July -28 4: 2PM

Instrument Number 555680 Pages 5  
Recording 15.00 Mortgage  
Deed Min Tax  
Index DP 1.00  
Archive 3.00  
Adrian T. Johns, Judge of Probate