

THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:

✓ Stephen R. Monk, Esq.
Meadow Brook Corporate Park
1200 Corporate Drive
Birmingham, Alabama 35242

Inst # 1993-08659

03/31/1993-08659
01:42 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 HCD 22.50

FIRST AMENDMENT TO SUPPLEMENTAL PROTECTIVE COVENANTS
FOR GREYSTONE LAKE 2 PROPERTY

THIS FIRST AMENDMENT TO SUPPLEMENTAL PROTECTIVE COVENANTS FOR GREYSTONE LAKE 2 PROPERTY is made and entered into as of the 31st day of December, 1992 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Daniel"), and ST. CHARLES AT GREYSTONE, INC., an Alabama corporation ("Developer").

R E C I T A L S:

Daniel and Developer have heretofore entered into the Supplemental Protective Covenants for Greystone Lake 2 Property dated December 20, 1991 (the "Supplemental Covenants") which have been recorded in Book 379, Page 01 in the Office of the Judge of Probate of Shelby County, Alabama. Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Supplemental Covenants.

Daniel and Developer, joined by all of the Owners of the Property, desire to amend the Supplemental Covenants in order to restate the initial pool elevation of the Lake as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Daniel and Developer hereby agree as follows:

1. Lake. Section 1.11 of the Supplemental Covenants is deleted in its entirety and the following is substituted in lieu thereof:

"1.11 Lake. The term "Lake" shall mean the lake with an initial pool elevation of 790 feet (measured on the basis of mean sea level elevation) to be constructed by Daniel on the Lake Property in accordance with the terms and provisions in Section 3.01 below."

2. Full Force and Effect. Except as specifically modified and amended herein, all of the terms and provisions of the Supplemental Covenants shall continue in full force and effect.

3. Joinder by Owners. Pursuant to Section 9.02 of the Supplemental Covenants, the Owners of all of the Lots or Dwellings comprising the Property have joined in the execution of this First Amendment pursuant to the consents attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Daniel and Developer have executed this First Amendment to Supplemental Protective Covenants for Greystone Lake 2 Property as of the day and year first above written.

DANIEL OAK MOUNTAIN LIMITED
PARTNERSHIP, an Alabama
limited partnership

By: Daniel Realty Investment
Corporation - Oak Mountain,
an Alabama corporation,
Its General Partner

By: 

Its: Senior Vice President

ST. CHARLES AT GREYSTONE, INC.

By: 

Its: Secretary

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, a Notary Public in and for said County in said State, hereby certify that Stephen R. Monk, whose name as Senior Vice President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, as general partner of Daniel Oak Mountain Limited Partnership, 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 the foregoing, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as general partner as aforesaid.

GIVEN under my hand and seal of office this 31st day of December, 1992.

Sheikh H. Ellis
Notary Public

My Commission Expires: 2/26/99

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that A. Ashtonani whose name as Secretary of ST. CHARLES AT GREYSTONE, 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 said instruments, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 23rd day of March, 1992.

Linda A. Gordon
Notary Public

My Commission Expires: 2-22-93

CONSENT OF OWNERS

The undersigned, ST. CHARLES AT GREYSTONE, INC., (the "Owner"), hereby covenants and agrees as follows:

1. Owner is the owner of the Lots 3 and 4, according to the Survey of St. Charles at Greystone, as recorded in Map Book 16, Page 22 in the Probate Office of Shelby County, Alabama (the "Lot").

2. The Lot is subject to the terms and conditions of the Supplemental Protective Covenants for Greystone Lake 2 Property dated December 20, 1991 and recorded in Book 379, Page 01 in the Probate Office of Shelby County, Alabama (the "Supplemental Covenants"). Capitalized terms not otherwise expressly defined hereby shall have the same meanings given to them in the Supplemental Covenants.

3. Owner hereby consents to and approves of the modification and amendment of Section 1.11 of the Supplemental Covenants in order to reflect that the initial pool elevation of the Lake shall be decreased to 790 feet (measured on the basis of mean sea level elevation), which Lake shall be constructed by Daniel on the Lake Property in accordance with the terms and provisions of Section 3.01 of the Supplemental Covenants.

4. Owner hereby authorizes Daniel to take any and all action necessary or required in order to amend the Supplemental Covenants to reflect the foregoing modification and amendment to the Supplemental Covenants.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed as of the 31st day of December, 1992.

ST. CHARLES AT GREYSTONE, INC.

By: *A. [Signature]*

Its: SEC.

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that _____

A. Ashtarani, whose name as
Secretary of ST. CHARLES AT GREYSTONE, INC., a corporation, is signed to the foregoing instrument, and who are 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 for and as the act of said corporation.

Given under my hand and official seal, this the 23rd day of March, 1992.

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Linda A. Gathorn
Notary Public

My commission expires: 2-22-97

CONSENT OF OWNERS

The undersigned, Douglas S. Dickinson and wife, Barbara Dickinson (collectively, "Owners"), hereby covenant and agree as follows:

1. Owner is the owner of the Lots 1 and 2, according to the Survey of St. Charles at Greystone, Inc., as recorded in Map Book 16, Page 22 in the Probate Office of Shelby County, Alabama (the "Lot").

2. The Lot is subject to the terms and conditions of the Supplemental Protective Covenants for Greystone Lake 2 Property dated December 20, 1991 and recorded in Book 379, Page 01 in the Probate Office of Shelby County, Alabama (the "Supplemental Covenants"). Capitalized terms not otherwise expressly defined hereby shall have the same meanings given to them in the Supplemental Covenants.

3. Owner hereby consents to and approves of the modification and amendment of Section 1.11 of the Supplemental Covenants in order to reflect that the initial pool elevation of the Lake shall be decreased to 790 feet (measured on the basis of mean sea level elevation), which Lake shall be constructed by Daniel on the Lake Property in accordance with the terms and provisions of Section 3.01 of the Supplemental Covenants.

4. Owner hereby authorizes Daniel to take any and all action necessary or required in order to amend the Supplemental Covenants to reflect the foregoing modification and amendment to the Supplemental Covenants.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed as of the 21 day of October 1992.


Douglas S. Dickinson

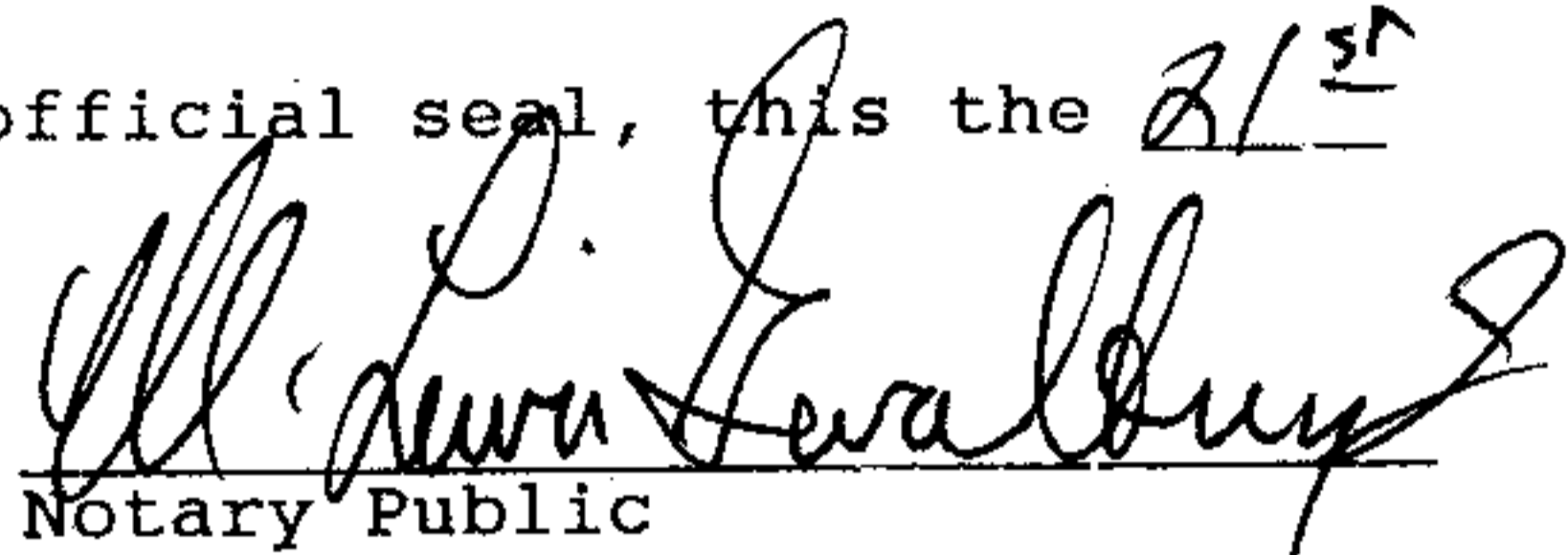

Barbara Dickinson

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Douglas S. Dickinson and wife, Barbara Dickinson, 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 said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 21st day of October, 1992.


Notary Public

My commission expires: 10-22-93

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