
FIRST AMENDMENT TO
GREYSTONE FARMS NORTH
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

THIS FIRST AMENDMENT TO GREYSTONE FARMS NORTH DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into as of the 20th day of March, 1998 by GREYSTONE FARMS NORTH, L.L.C., an Alabama limited liability company ("Developer").

RECITALS:

Developer has heretofore executed the Greystone Farms North Declaration of Covenants, Conditions and Restrictions dated April 30, 1996, which has been recorded as Instrument #1996-17498 in the Probate Office of Shelby County, Alabama (the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

Developer desires to submit Additional Property to the terms and provisions of the Declaration, as provided in Section 2.2 of the Declaration.

NOW, THEREFORE, in consideration of the premises, Developer does hereby amend the Declaration as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.2 of the Declaration, Developer does hereby declare that the real property described in Exhibit A attached hereto and incorporated herein by reference (the "Additional Property"), which property is referred to in the Declaration as the "Exhibit C Property", shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, charges and regulations set forth in the Declaration, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. The Additional Property described in Exhibit A attached hereto, the original Property described in the Declaration and all Additional Property heretofore submitted by Developer to the terms and provisions of the Declaration shall, for the purposes of the Declaration, collectively be referred to as the Property and all references in the Declaration to

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the Property shall mean the original Property as described in the Declaration, all Additional Property heretofore submitted to the terms and provisions of the Declaration as well as the Additional Property described herein.

2. **The Name Change.** Section 1.6 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

1.6 **Association.** Pursuant to the Articles of Amendment to the Articles of Incorporation of Greystone Farms North Owner's Association, Inc. recorded as Instrument # 1997-08840 in the Office of the Judge of Probate in Shelby County, Alabama, the term "Association" shall henceforth mean North Lake at Greystone Owner's Association, Inc., an Alabama nonprofit corporation, its successors and assigns.

3. **Landscaping.** With regard only to the Lots and Dwellings within the Additional Property described in Exhibit A attached hereto, the last sentence of Section 6.9(b) of the Declaration is hereby deleted so that underground irrigation (sprinkler) systems are not required for any Lot or Dwelling within the Additional Property. With regard to the original Property as described in the Declaration, such last sentence of Section 6.9(b) of the Declaration shall be unchanged hereby and remain in full force and effect.

4. **Roofing.** With regard only to the Lots and Dwellings within the Additional Property described in Exhibit A attached hereto, Section 6.10(c) of the Declaration is hereby deleted in its entirety. With regard to the original Property as described in the Declaration, such Section 6.10(c) of the Declaration shall be unchanged hereby and remain in full force and effect.

5. **Exterior Materials and Finishes.** With regard only to the Lots and Dwellings within the Additional Property described in Exhibit A attached hereto, Sections 6.12(a) and 6.12(c) of the Declaration are hereby deleted in their entirety and the following are substituted in lieu thereof:

6.12(a) All exterior building material finishes for any Dwelling and Improvements shall be approved by the ARC.

6.12(c) No wooden steps, stoops or porches shall be allowed on the front or sides of any Dwellings

unless approved by the ARC. Any concrete, concrete block or cinder block utilized in the construction of a Dwelling or for retaining walls and foundations shall be finished in materials and surfaces approved by the ARC.

With regard to the original Property as described in the Declaration, such Sections 6.12(a) and 6.12(c) of the Declaration shall be unchanged hereby and remain in full force and effect.

6. **Driveways and Sidewalks.** With regard only to the Lots and Dwellings within the Additional Property described in Exhibit A attached hereto, Section 6.19 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

6.19 **Driveways and Sidewalks.** All driveways and sidewalks for each Lot or Dwelling shall be constructed of materials approved by the ARC. No driveways for a Lot or Dwelling shall connect directly to Hugh Daniel Drive; provided, however, that the foregoing shall not be applicable to any of the private or public roadways within the Development or any of the roadways within the Development which may constitute Common Areas.

With regard to the original Property as described in the Declaration, such Section 6.19 of the Declaration shall be unchanged hereby and remain in full force and effect.

7. **Pets and Animals.** With regard to the Property as amended hereby, including the Additional Property described in Exhibit A attached hereto, Section 6.21 is hereby amended by adding at the end thereof the following:

6.21 **Pets and Animals.** ... In furtherance of the above provisions of this Section 6.21, a pet shall be deemed a nuisance and in violation of the Declaration if the pet barks excessively so as to repeatedly disturb neighboring Owners, if the pet displays vicious propensities or if the pet is a threat of injury to persons or property.

8. **Construction of Improvements.** With regard only to the Lots

and Dwellings within the Additional Property described in Exhibit A attached hereto, Section 6.27(a) of the Declaration is hereby deleted in its entirety. With regard to the original Property as described in the Declaration, such Section 6.27(a) of the Declaration shall be unchanged hereby and remain in full force and effect.


9. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this First Amendment to Greystone Farms North Declaration of Covenants, Conditions and Restrictions to be executed as of the day and year first above written.

DEVELOPER:

GREYSTONE FARMS NORTH, L.L.C.,
an Alabama limited liability company

By: Taylor Properties, L.L.C., an
Alabama limited liability company
Its Member

By: 
Michael D. Fuller
Its Manager

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said County in said State, hereby certify that Michael D. Fuller, whose name as Manager of Taylor Properties, L.L.C., an Alabama limited liability company, as Member of Greystone Farms North, L.L.C., an Alabama limited liability company, 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 Manager and with full authority executed the same voluntarily for and as the act of said company, acting in its capacity as Member as aforesaid.

Given under my hand and official seal, this the 20th day of March, 1998.

Mary Gaudette Johnson
Notary Public

[SEAL]

My Commission Expires:

7-24-2001

This Instrument Prepared by and upon recording should be return to:

Mary P. Thornton
Dominick, Fletcher, Yeilding,
Wood & Lloyd, P.A.
2121 Highland Avenue South
Birmingham, Alabama 35205

dfywl/26375

EXHIBIT A

THE ADDITIONAL PROPERTY

Lots 1-38 and Lots 78-92 (inclusive), according to the Final Plat of Subdivision of North Lake at Greystone, Phase 3, as recorded in Map Book 23, Page 3 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

CONSENT OF MORTGAGEE

Compass Bank ("Mortgagee"), as the holder of that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated as of November 20, 1996, by Greystone Farms North, L.L.C., an Alabama limited liability company, and recorded as Instrument No. 1996-38580 in the Office of the Judge of Probate of Shelby County, Alabama, (the "Probate Office"), with First Loan Modification Agreement and Mortgage Amendment dated as of March 27, 1997, and recorded as Instrument #1997-10185 in said Probate Office; as such mortgage is further amended or modified from time to time, has joined in the execution of this First Amendment to Greystone Farms North Declaration of Covenants, Conditions and Restrictions (the "First Amendment") for the purposes set forth below.

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee does hereby consent to the execution of the First Amendment and agrees to be bound by all of the terms and provisions set forth therein; provided, however, that such consent shall not be deemed a consent to any further amendment to the terms or provisions of the Declaration.

Dated as of the 20th day of March, 1998.

COMPASS BANK, an Alabama banking corporation

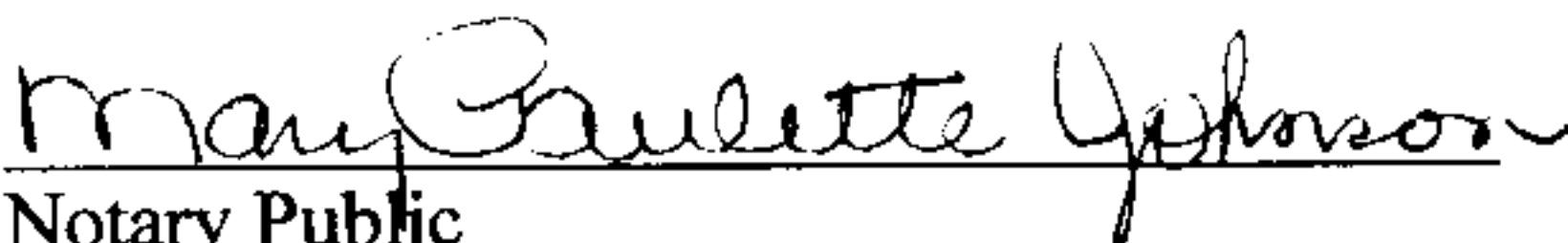
By: 

Its: Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that James H. McKay, whose name as Vice President of Compass 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 voluntarily for and as the act of said Bank.

Given under my hand and official seal, this the 20th of March, 1998.


Notary Public

[SEAL]

My commission Expires:

7-24-2001

CONSENT OF GREYSTONE LANDS, INC.

Greystone Lands, Inc., an Alabama corporation ("Greystone Lands") has purchased from Developer and is the Owner of certain Lots situated within the Property, which Lots are as follows:

Lots 1, 2, 19, 23, 24, 27, 29 and 87 according to the Final Plat of Subdivision, North Lake at Greystone, Phase 3, as recorded in Map Book 23, page 3, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Greystone Lands does hereby consent to and join in the execution of the First Amendment to Greystone Farms North Declaration of Covenants, Conditions and Restrictions (the "Declaration") for the purpose of application of the Declaration to those Lots purchased by Greystone Lands prior to the date hereof and agrees to be bound by all of the terms and provisions set forth herein. Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

Dated as of the 12 day of March, 1998.

GREYSTONE LANDS, INC., an Alabama corporation

By: _____

Gary R. Dent
Its President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Gary R. Dent, whose name as President of Greystone Lands, 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 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 12TH of March, 1998.

Mary P. Thornton
Notary Public

[SEAL]

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My commission Expires:

5/24/99

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