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FIRST AMENDMENT TO  
GREYSTONE CLOSÉ DEVELOPMENT  
RECIPROCAL EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO GREYSTONE CLOSÉ DEVELOPMENT RECIPROCAL EASEMENT AGREEMENT is made and entered into as of the 30th day of December, 1991 by and among DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantor"), GREYSTONE RESIDENTIAL ASSOCIATION, INC., an Alabama non-profit corporation ("GRA"), GREYSTONE CLOSÉ, an Alabama joint venture ("Grantee"), and GREYSTONE CLOSÉ OWNER'S ASSOCIATION, INC., an Alabama non-profit corporation ("GCOA").

R E C I T A L S:

Grantor, Grantee, GRA and GCOA have heretofore entered into the Greystone Closé Development Reciprocal Easement Agreement dated as of June 6, 1991 (the "Reciprocal Easement Agreement"), which has been recorded in Real Book 346, Page 848 in the Probate Office of Shelby County, Alabama. Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Reciprocal Easement Agreement.

Contemporaneously herewith, Grantor has transferred and conveyed to Grantee additional real property situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Phase II Property"). The parties desire that the Phase II Property be subjected to all of the terms, conditions, covenants and restrictions set forth in the Reciprocal Easement Agreement and further desire to modify and amend the Reciprocal Easement Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Greystone Closé Development. Exhibit A to the Reciprocal Easement Agreement is hereby deleted in its entirety and Revised Exhibit A which is attached hereto and incorporated herein by reference is substituted in lieu thereof. All references in the Reciprocal Easement Agreement to the "Greystone Closé Development" shall mean and refer to the real property which is described in Revised Exhibit A attached hereto.

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2. Grant of Second Cross Easement. The Reciprocal Easement Agreement is hereby amended by adding the following thereto as Paragraph 12:

**"12. GRANT OF SECOND CROSS EASEMENT.**

(a) Grantee does hereby grant, bargain, sell, convey and assign to Grantor, its successors and assigns, forever, a permanent, perpetual and non-exclusive easement over, across, under, through and upon, and the right to use for pedestrian and vehicular travel and transportation purposes, that portion of the Greystone Closé Development which is more particularly shown and identified as the "Second Cross Easement Property" on Exhibit H attached hereto and incorporated herein by reference (the "Second Cross Easement Property"). The easement to and right to use the Second Cross Easement Property granted herein by Grantee to Grantor shall be subject to and used in common with Grantee, its successors and assigns, and any other parties having any rights or interest therein.

(b) Grantee does hereby covenant and agree to construct and complete no later than April 30, 1993, (i) an access roadway over, across and upon the Second Cross Easement Property to provide vehicular and pedestrian ingress to and egress from that certain real property owned by Grantor situated directly adjacent to and contiguous with the Second Cross Easement Property and (ii) underground electricity, gas, telephone, cable television, water and sewer lines for use by Grantor, its successors and assigns, on the property situated adjacent to and contiguous with the Second Cross Easement Property. Such roadway and utilities shall be constructed by Grantee in a good and workmanlike manner and in accordance with all applicable governmental regulations and requirements. In the event Grantee fails to complete construction of the roadways and utilities described in this Paragraph 12 by April 30, 1993, Grantor, its successors and assigns, shall have the right to complete the same and all costs incurred by Grantor, its successors and assigns, in connection therewith shall be due and payable on demand by Grantee.

(c) The easement granted pursuant to this Paragraph 12 shall be and is (i) appurtenant and shall be deemed to be a covenant running with the land and (ii) binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors

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and assigns. Grantee does hereby covenant and agree that no fences or other obstructions shall be erected, maintained or permitted on, across or upon the Second Cross Easement Property which would obstruct, interfere with, limit or otherwise deny pedestrian or vehicular access over, across, through or upon the Second Cross Easement Property.

(d) Grantor and Grantee each covenant and agree to execute any and all documents, agreements, instruments and subdivision plats pursuant to which the Second Cross Easement Property is submitted for dedication as a public roadway to the City of Hoover, Alabama or any other governmental entity or authority. In the event the Second Cross Easement Property is dedicated as a public roadway, the provisions of Paragraph 12 above relating to the use of the Second Cross Easement Property and any utilities constructed therein shall continue in full force and effect."

3. Full Force and Effect. Except as specifically modified and amended herein, all of the terms and provisions of the Reciprocal Easement Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Greystone Closé Reciprocal Easement Agreement to be executed as of the day and year first above written.

GRANTOR:

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

GRANTEE:

GREYSTONE CLOSÉ, an Alabama  
joint venture

BY: NORVILLE-RANDOLPH AT GREYSTONE,  
LTD., an Alabama limited  
partnership, A General Partner

By: Norville-Randolph, Inc.,  
an Alabama corporation,  
Its General Partner

By: T. Peyton Mills  
Its: Pres.

GCOA:

GREYSTONE CLOSÉ OWNER'S  
ASSOCIATION, INC., an Alabama  
non-profit corporation

By: T. Peyton Mills  
Its: Pres.

GRA:

GREYSTONE RESIDENTIAL  
ASSOCIATION, INC., an Alabama  
non-profit corporation

By: [Signature]  
Its: Senior Vice President

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk whose name as Sr. 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 said instruments, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation, in its capacity as General Partner as aforesaid.

Given under my hand and official seal, this the 30th day of December, 1991.

Shirley A. Ellis

Notary Public

My Commission Expires: 2/26/94

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that T. Peyton Norville, III whose name as President of NORVILLE-RANDOLPH, INC., as General Partner of Norville-Randolph at Greystone, Ltd., an Alabama limited partnership, a general partner of Greystone Closé, an Alabama joint venture, 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, in its capacity as General Partner as aforesaid.

Given under my hand and official seal, this the 30th day of December, 1991.

Shirley A. Ellis

Notary Public

My Commission Expires: 2/26/94

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that T. Peyton Norville, III whose name as President of GREYSTONE CLOSE OWNERS 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.

Given under my hand and official seal, this 30th day of December, 1991.

Sheila D. Ellis

Notary Public

My Commission Expires: 2/26/94

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Stephen R. Monk whose name as Sr. Vice President of GREYSTONE RESIDENTIAL 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.

Given under my hand and official seal, this 30th day of December, 1991.

Sheila D. Ellis

Notary Public

My Commission Expires: 2/26/94

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REVISED EXHIBIT A

Phase I Property

A parcel of land situated in the South one-half of Section 32 and 33, Township 18 South, 1 West, and the Northeast quarter of the Northeast quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron locally accepted to be the southwest corner of said Section 33; thence run east along the south line of said Section 33 for a distance of 745.00 feet to an iron pin set; thence turn an angle to the left of 69° 31' 47" and run in a northeasterly direction for a distance of 619.23 feet to an iron pin set; thence turn an angle to the left of 119° 04' 00" and run in a southwesterly direction for a distance of 126.84 feet to an iron pin set on a curve to the right having a central angle of 17° 43' 34" and a radius of 1,890.00 feet; thence run in a southwesterly to northwesterly direction along the arc of said curve for a distance of 584.73 feet to an iron pin set at the point of beginning of the parcel herein described; said point being on a compound curve to the right having a central angle of 2° 16' 46" and a radius of 1890.00 feet; thence run in a northwesterly direction along the arc of said curve for a distance of 75.19 feet to an iron pin set; thence run tangent to last stated curve in a northwesterly direction for a distance of 250.36 feet to an iron pin set on a curve to the left having a central angle of 3° 49' 33" and a radius of 370.00 feet; thence run in a northwesterly direction along the arc of said curve for a distance of 24.71 feet to an iron pin set; thence turn an interior counterclockwise angle from the chord of last stated curve of 99° 29' 47" and run in a northerly direction for a distance of 60.00 feet to an iron pin set; thence turn an angle to the left of 90° 00' 00" and run in a westerly direction for a distance of 166.64 feet to an iron pin set on a curve which is concave to the west having a central angle of 1° 54' 07" and a radius of 226.56 feet; thence turn an angle to the left of 96° 03' 30" to the chord of said curve and run in a southwesterly direction along the arc of said curve for a distance of 73.91 feet to an iron pin set on a curve to the left which is concave to the southeast having a central angle of 9° 44' 39" and a radius of 370.00 feet; thence turn an interior clockwise angle from chord to chord of 253° 53' 20" and run in a southwesterly direction along the arc of said curve for a distance of 62.92 feet to an iron pin set; thence turn an angle to the right of 22° 10' 10" from the chord of last stated curve and run in a westerly direction for a distance of 154.69 feet to an iron pin set; thence turn an angle to the left 93° 50' 53" and run in a southeasterly direction for a distance of 174.89 feet to an iron pin set; thence turn an angle to the right of 3° 50' 53" and run in a southerly direction for a distance of 442.90 feet to an iron pin set; thence turn an angle to the left of 70° 46' 04" and run in a southeasterly direction for a distance of 475.38 feet to an iron pin set on the east line of said Section 5; thence turn an angle to the left of 108° 51' 38" and run in a northerly direction along the east line of said Section 5 for a distance of 63.11 feet to an iron pin set; thence turn an angle to the left of 71° 06' 05" and run in a northwesterly direction for a distance of 27.25 feet to an iron pin set on a curve to the right



having a central angle of 57° 21' 51" and a radius of 270.00 feet; thence run in a northwesterly direction along the arc of said curve for a distance of 270.32 feet to a point of a compound curve to the right having a central angle of 103° 22' 16" and a radius of 25.00 feet, said point being an iron pin set; thence run in a northeasterly direction along the arc of said curve for a distance of 45.10 feet to an iron pin set; thence run tangent to last stated curve and also parallel to the south line of said Section 33 for a distance of 429.50 feet to an iron pin set; thence turn an angle to the left of 90° 00' 00" and run in a northerly direction for a distance of 448.88 feet to the point of beginning. Said parcel containing 9.629 acres, more or less.

BEING THE SAME REAL PROPERTY DESCRIBED AS Lots 1, 2, 3, 4, 5, 6, 7, 7A and Lots 44 - 61, inclusive, according to the Survey of The Glen at Greystone, Sector One, as recorded in Map Book 15, Page 97 in the Probate Office of Shelby County, Alabama.

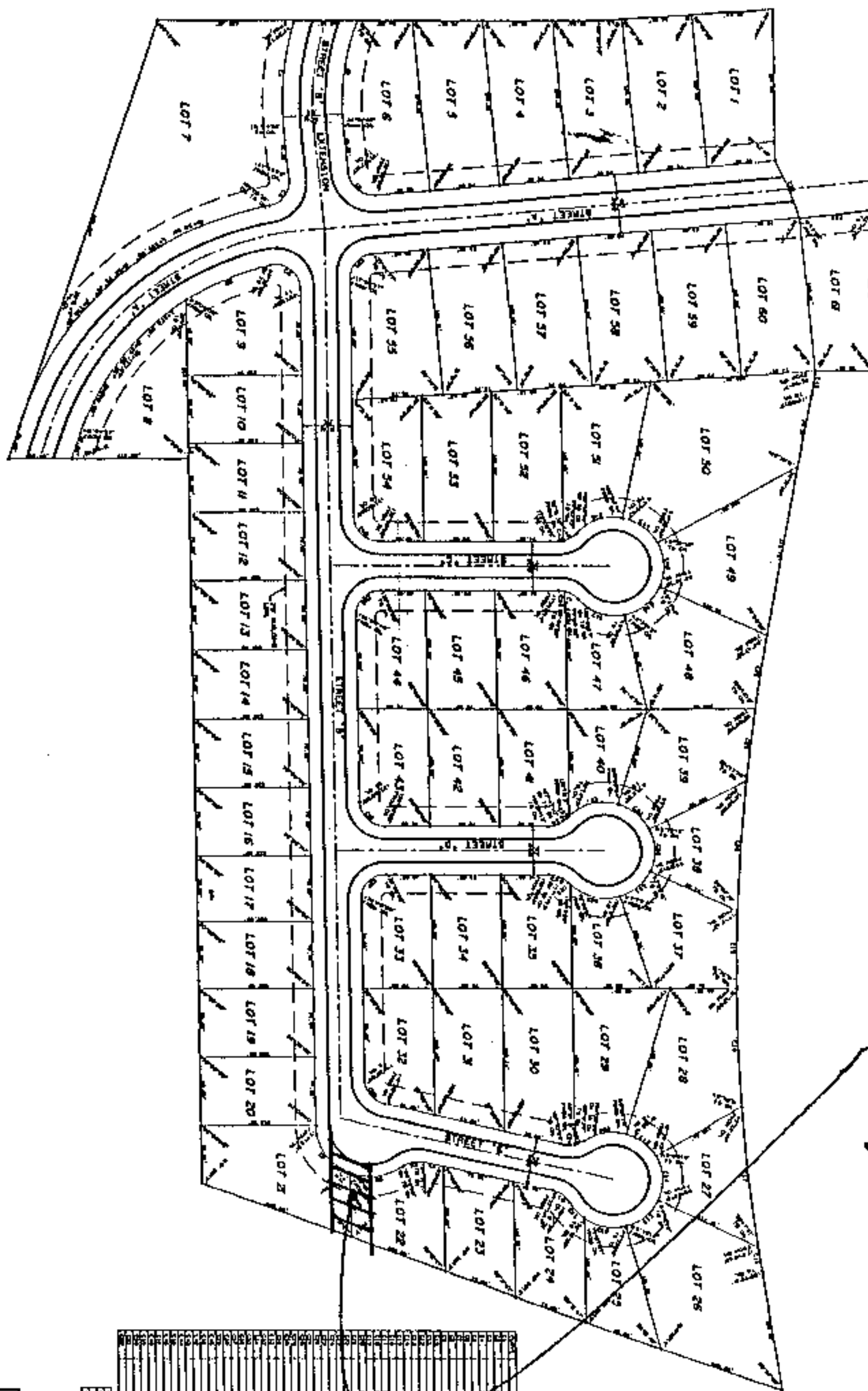
#### Phase II Property

A parcel of land situated in the South one-half of Section 32 and 33, Township 18 South, 1 West, and the Northeast quarter of the Northeast quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 3" capped iron locally accepted to be the southwest corner of said Section 33; thence run east along the south line of said Section 33 for a distance of 745.00 feet to an iron pin set; thence turn an angle to the left of 69° 31' 47" and run in a northeasterly direction for a distance of 619.23 feet to an iron pin set; thence turn an angle to the left of 119° 04' 00" and run in a southwesterly direction for a distance of 126.84 feet to an iron pin set on a curve to the right having a central angle of 17° 43' 34" and a radius of 1,890.00 feet; thence run in a southwesterly to northwesterly direction along the arc of said curve for a distance of 584.73 feet to an iron pin set; thence turn an angle to the left of 90° 16' 00" from the chord of last stated curve and run in a southerly direction for a distance of 448.88 feet to an iron pin set; thence turn an angle to the right of 90° 00' 00" and run in a westerly direction for a distance of 429.50 feet to an iron pin set on a curve to the left having a radius of 25.00 feet and a central angle of 103° 22' 16"; thence run in a southwesterly direction along the arc of said curve for a distance of 45.10 feet to an iron pin set on a compound curve to the left having a radius of 270.00 feet and a central angle of 57° 21' 51"; thence run in a southeasterly direction along the arc of said curve for a distance of 270.32 feet to an iron pin set; thence run tangent to last stated curve for a distance of 27.25 feet to an iron pin set on the east line of said Section 5; thence turn an angle to the left of 108° 53' 55" and run in a northerly direction along the east line of said Section 5 for a distance of 117.21 feet to the point of beginning. Said parcel containing 8.96 acres, more or less.



# EXHIBIT H



SECOND (ROSS) EASEMENT PROPERTY  
(50-FOOT WIDTH)

1. Deed Tax	\$0.00
2. Mtg. Tax	\$0.00
3. Recording Fee	\$22.50
4. Indexing Fee	\$4.00
5. No Tax Fee	\$0.00
6. Certified Fee	\$1.00
<b>Total</b>	<b>\$27.50</b>

22.50  
4.00  
26.50

GREYSTONE CLOSE	
FINAL PLAT	
DATE	12/31/97
BY	1614-19
<b>C&amp;E</b> CLARK & ASSOCIATES ENGINEERS, INC. CONSULTING ENGINEERING SERVICES FLORENCE, ALA.	

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60
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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

DEC 31 PM 3:47

NOTARY PUBLIC  
SHELBY COUNTY, ALA.