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FIRST AMENDMENT TO
GREYSTONE CLOSE DEVELOPMENT
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO GREYSTONE CLOSE DEVELOPMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of the 30th day of December, 1991 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Daniel"), and GREYSTONE CLOSE, an Alabama joint venture ("Developer").

R E C I T A L S:

Daniel and Developer have heretofore entered into the Greystone Close Development Declaration of Covenants, Conditions and Restrictions dated June 6, 1991 (the "Declaration"), which has been recorded in Real Book 346, Page 873 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 Declaration.

Daniel and Developer desire to submit Additional Property to the terms and provisions of the Declaration, as provided in Section 2.02 of the Declaration.

NOW, THEREFORE, in consideration of the premises, Daniel and Developer do hereby amend the Declaration as follows:

1. Additional Property. Pursuant to the terms and provisions of Section 2.02 of the Declaration, Daniel does hereby declare that the real property described in Exhibit A-1 attached hereto and incorporated herein by reference (the "Additional 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-1 attached hereto and the original Property described in the Declaration shall, for the purposes of the Declaration, collectively be referred to as the Property and all references in the Declaration to the Property shall mean the original Property as described in the Declaration and the Additional Property described herein.

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

IN WITNESS WHEREOF, Developer and Daniel have caused this First Amendment to Greystone Closé Development Declaration of Covenants, Conditions and Restrictions to be executed 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: [Signature]
Its: Senior Vice President

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.

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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 H. 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 H. Ellis
Notary Public

My Commission Expires: 2/26/94

Exhibit A-1

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.

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1. Deed Tax	\$	
2. Mtg. Tax	\$	
3. Recording Fee	\$	10.00
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	14.00

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

91 DEC 31 PM 3:45

Thomas R. J. J. J.
JUDGE OF PROBATE

10.00
4.00

14.00