

**FIRST AMENDMENT TO GREYSTONE
RETIREMENT CARE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO GREYSTONE RETIREMENT CARE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into as of the 2nd day of November, 1992 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Developer").

R E C I T A L S:

Developer has heretofore entered into the Greystone Retirement Care Declaration of Covenants, Conditions and Restrictions dated April 23, 1992 (the "Declaration") which has been recorded as Instrument No. 1992-09687 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.

Developer is the Owner of the Property and desires to modify and amend the Declaration in the manner hereinafter provided.

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

1. Access Easement Property. Section 1.01 of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:

"1.01 Access Easement Property. Intentionally Deleted."

All references in the Declaration to the Access Easement Property and to Exhibit B to the Declaration shall be deemed null and void and of no further force or effect.

2. Hugh Daniel Drive. Exhibit C attached to the Declaration is hereby amended by adding thereto the real property described in Exhibit C-1 attached hereto and incorporated herein by reference. All references in the Declaration to Hugh Daniel Drive shall include the real property described in Exhibit C and Exhibit C-1 hereto.

3. Grant of Non-Exclusive Access Easements. Section 3.01(a) of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:

"(a) Access Easement Property. Intentionally Deleted."

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4. Parking and Roadways. Section 5.12(c) of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

"(c) Except for one (1) curb cut and median cut which shall be allowed directly onto Hugh Daniel Drive, the locations of which must be approved by Developer, no curb cut, median cut, driveways or roadways shall be constructed on the Property providing access between any portion of the Property and Hugh Daniel Drive. The then Owner of the Property shall, upon Developer's approval of any curb cut and/or median cut into or upon Hugh Daniel Drive, be solely responsible for the costs of the same and the costs of repairing any damage to Hugh Daniel Drive or any median thereto resulting from such curb cut or median cut. No portion of the Property and no street or roadway constructed within the boundary lines of the Property may be utilized to provide access, ingress to or egress from any property lying outside of the boundaries of the Property without Developer's prior written approval."

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

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be executed as of the day an year first above written.

DEVELOPER:

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

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 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 said instrument, 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 3rd day of November, 1992.


Notary Public

My Commission Expires: 9/25/94

This instrument prepared by and upon recording should be returned to:

Stephen R. Monk, Esq.
Daniel Corporation
P.O. Box 385001
Birmingham, AL 35242

EXHIBIT C-1

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

An easement for ingress and egress, being 40.00 feet wide and being parallel and adjacent to the front property line of Lot 1, according to the survey of Greystone South Haven-Sunrise Addition as recorded in Map Book 16, Page 100 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Begin at the Northeast corner of Lot 1 according to the Survey of Greystone South Haven-Sunrise Addition as recorded in Map Book 16, Page 100 in the Probate Office of Shelby County, Alabama and run in a Southwesterly direction along the Northwesterly line of said Lot 1 a distance of 234.58 feet to the P.C. (point of curve) of a curve to the right having a radius of 430.00 feet and a central angle of $46^{\circ}57'34''$; thence in a Southwesterly, then Westerly, then Northwesterly direction along the line of said Lot 1 and along the arc of said curve 352.43 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction along the line of said Lot 1 a distance of 96.28 feet to the Northwest corner of said Lot 1; thence $90^{\circ}00'$ to the right in a Northeasterly direction a distance of 40.00 feet to a point on the Southwesterly line of an 80 foot wide easement for Hugh Daniel Drive as recorded in Deed Book 301, Pages 799-803 in the Probate Office of Shelby County, Alabama; thence $90^{\circ}00'$ to the right in a Southeasterly direction along the Southwesterly line of said easement for Hugh Daniel Drive a distance of 96.28 feet to the P.C. (point of curve) of a curve to the left having a radius of 390.00 feet and a central angle of $46^{\circ}57'34''$; thence in a Southeasterly, then Easterly, then Northeasterly direction along the said easement for Hugh Daniel Drive and along the arc of said curve 319.64 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction along the Southeasterly line of said easement for Hugh Daniel Drive a distance of 234.58 feet to a point; thence $90^{\circ}00'$ to the right in a Southeasterly direction a distance of 40.00 feet to the POINT OF BEGINNING.

November 3, 1992

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Inst # 1992-25834

11/05/1992-25834
10:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 14.00