

STATE OF ALABAMA)

COUNTY OF SHELBY)

**SIXTH AMENDMENT TO GREYSTONE
RESIDENTIAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS SIXTH AMENDMENT TO GREYSTONE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into as of the 13th day of April, 1993 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership (the "Developer").

R E C I T A L S:

Developer has heretofore executed the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990 which has been recorded in Real 317, Page 260 in the Office of the Judge of Probate of Shelby County, Alabama, which has been amended by (i) First Amendment thereto dated June 6, 1991 and recorded in Real Book 346, Page 942 in said Probate Office, (ii) Second Amendment thereto dated December 20, 1991 and recorded in Real Book 378, Page 904 in said Probate Office, (iii) Third Amendment thereto dated March 26, 1992 and recorded in Real Book 397, Page 958 in said Probate Office, (iv) Fourth Amendment thereto dated August 21, 1992 and recorded as Instrument No. 1992-17890 in said Probate Office and (v) Fifth Amendment thereto dated January 27, 1993 and recorded as Instrument No. 1993-03123 in said Probate Office (collectively, 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 2.02 of the Declaration, (b) declare that such Additional Property shall be a designated Multi-Family Area, as defined in the Declaration, and (c) modify certain provisions of the Declaration as the same apply to the Additional Property added to the Declaration pursuant to this Sixth Amendment.

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 2.02 of the Declaration, Developer does hereby declare that the real property described in

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Exhibit A-6 attached hereto and incorporated herein by reference (the "Linkside 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 Linkside Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. The Linkside Additional Property described in Exhibit A-6 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 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 Linkside Additional Property described herein.

2. Designation as Multi-Family Area. Developer does hereby declare that the Linkside Additional Property described in Exhibit A-6 hereto is and shall be deemed a Multi-Family Area, as defined in the Declaration.

3. Height Limitations with Respect to Linkside Additional Property. Notwithstanding anything provided to the contrary in Section 6.07 of the Declaration, no Dwelling constructed on or within the Linkside Additional Property shall exceed two (2) stories in height.

4. Garages. Notwithstanding anything provided to the contrary in the first sentence of Section 6.14(b) of the Declaration, garage doors for Dwellings located within or upon the Linkside Additional Property may open onto or front any of the interior streets (other than Greystone Way) constructed in or upon the Linkside Additional Property subject to the conditions and restrictions set forth below. In no event shall garage doors for Dwellings located within or upon the Linkside Additional Property open onto, front or be visible from Greystone Way.

5. 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 Sixth Amendment to Greystone Residential Declaration of Covenants,

Conditions and Restrictions to be executed as of the day and 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: 

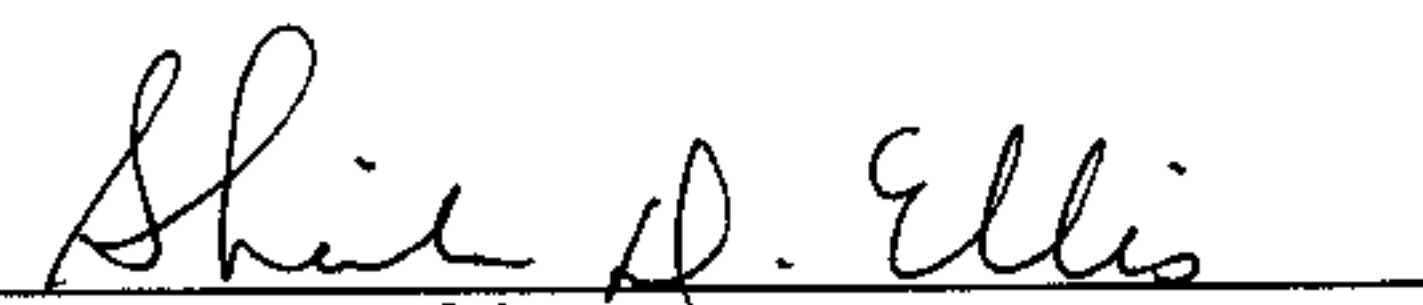
Its: Sr. Vice President

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 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 13th day of April, 1993.


Notary Public

My Commission Expires: 2/26/99

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

Stephen R. Monk, Esq.
c/o Daniel Corporation
1200 Corporate Drive
Meadow Brook Corporate Park
Birmingham, Alabama 35242

CONSENT OF MORTGAGEE

Central Bank of the South, an Alabama banking corporation ("Mortgagee"), as the holder of that certain (a) Mortgage, Assignment of Rents and Leases and Security Agreement dated as October 31, 1990 executed by Dr. Wendell H. Taylor and recorded in Real 316, Page 435 in the Office of the Judge of Probate of Shelby County, Alabama and amended by First Amendment thereto dated March 12, 1992 and recorded as Instrument No. 1992-4716 in said Probate Office and (b) Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated March 12, 1993 executed by Taylor Properties, an Alabama general partnership (Taylor Properties and Dr. Wendell H. Taylor being hereinafter collectively referred to as "Mortgagor") and recorded as Instrument No. 1993-7140 in said Probate Office (which, together with all subsequent amendments thereto, are hereinafter collectively referred to the "Mortgages"), has joined in the execution of this Sixth Amendment to Greystone Residential Declaration of Covenants, Conditions and Restrictions (the "Sixth Amendment") for the purposes set forth below. Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Sixth Amendment.

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee does hereby:

1. Consent to the execution of the Sixth Amendment and the submission of the Linkside Additional Property by Mortgagor and Developer to all of the terms and provisions of the Declaration.

2. Covenant and agree for itself, its successors and assigns and any other party (including any third party purchaser at a foreclosure sale) who succeeds to the rights or interests of Mortgagee in either of the Mortgages or the Linkside Additional Property (collectively, the "Substitute Owner") that, upon and after a foreclosure of either of the Mortgages, the granting of any deed in lieu of foreclosure or any other action resulting in Mortgagee or the Substitute Owner taking possession of or acquiring title to or any interest in the Linkside Additional Property, then Mortgagee or the Substitute Owner shall succeed to the rights and obligations of Mortgagor as an Owner under the Declaration and shall be bound by and subject to all of the terms and provisions of the Declaration from and after the date of such foreclosure, deed in lieu of foreclosure or any other such action.

Dated as of the 13th day of April, 1993.

CENTRAL BANK OF THE SOUTH

By: Charles E. Snipes, III

Its: Real Estate Officer

STATE OF ALABAMA)

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Charles E. Snipes, III, whose name as Real Estate Officer of Central Bank of the South, an Alabama banking 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 13th of April, 1993.

Frances A. Seale

Notary Public

My commission expires: 7-18-95

CONSENT OF OWNER

Taylor Properties, an Alabama general partnership ("Owner"), has joined in the execution of this Sixth Amendment to Greystone Residential Declaration of Covenants, Conditions and Restrictions (the "Sixth Amendment") for the purposes set forth below. Capitalized terms and otherwise expressly defined herein shall have the same meanings given to them in the Sixth Amendment.

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Owner, Owner does hereby consent to the submission of the Linkside Additional Property to all of the terms and provisions of the Declaration and agrees to be bound by all of the terms and provisions of the Declaration.

Dated as of the 13 day of April, 1993.

TAYLOR PROPERTIES, an Alabama
general partnership

By: Wendell H. Taylor
Its: [Signature]

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that WENDELL H. TAYLOR, whose name as general partner of Taylor Properties, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he, as such general partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal, this the 13th day of April, 1993.

Deborah L. Maple
Notary Public

My commission expires: 10/16/96

Exhibit A-6

Lots 2-B and 2-C, according to the Resurvey of Lot 2, Greystone - 2nd Sector, as recorded in Map Book 17, Page 27 in the Office of the Judge of Probate of Shelby County, Alabama.

A parcel of land situated in the NE 1/4 of Section 32, Township 18 South, Range 1 West, being more particularly described as follows:

Commence at the Northeast Corner of the NE 1/4 of Section 32, Township 18 South, Range 1 West; thence West along the North Section Line of said section a distance of 620.93 feet to a point, said point being the Northeasterly Corner of Lot 2-A, according to the Resurvey of Lot 2, Greystone 2nd Sector, as recorded in Map Book 17, Page 27 in the Office of the Judge of Probate of Shelby County, Alabama; thence 49 deg. 55 min. 31 sec. to the left in a Southwesterly direction along said Lot 2-A, a distance of 155.00 feet to the Northeastern corner of Lot 2-C, according to the Resurvey of Lot 2, Greystone - 2nd Sector, as recorded in Map Book 17, Page 27 in the aforesaid Probate Office, which point is also the POINT OF BEGINNING; thence 30 deg. 50 min. 49 sec. to the left in a Southerly direction a distance of 512.19 feet to a point on the proposed Northwesterly right-of-way line of Greystone Way (a private roadway), said point being on a curve to the right having a radius of 531.60 feet and a central angle of 33 deg. 50 min. 13 sec.; thence 133 deg. 09 min. 38 sec. to the left (angle measured to tangent) in a Northeasterly direction along the arc of said curve and said proposed right-of-way line a distance of 313.94 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction along the Northwesterly line of said proposed right-of-way line a distance of 296.45 feet to a point; thence 90 deg. 46 min. 31. sec. to the left in a Northerly direction a distance of 148.85 feet to a point; thence 61 deg. 30 min. 46 sec. to the left in a Northwesterly direction a distance of 573.21 feet to the POINT OF BEGINNING;

According to the survey of Walter Schoel Engineering Company, Inc. dated January 27, 1993, revised April 13, 1993.

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