

STATE OF ALABAMA)
)
SHELBY COUNTY)

Inst # 1993-29620

09/27/1993-29620
08:44 AM CERTIFIED

**SECOND AMENDMENT TO
GREYSTONE CLOSÉ DEVELOPMENT
RECIPROCAL EASEMENT AGREEMENT**

SHELBY COUNTY JUDGE OF PROBATE
24.50

THIS SECOND AMENDMENT TO GREYSTONE CLOSÉ DEVELOPMENT RECIPROCAL EASEMENT AGREEMENT is made and entered into as of the 10th day of September, 1993 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"), GREYSTONE CLOSÉ OWNER'S ASSOCIATION, INC., an Alabama non-profit corporation ("GCOA"), and SCHOOL HOUSE PROPERTIES, an Alabama general partnership, its successors and/or assigns ("Owner of Adjacent Property").

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 and amended by the First Amendment to Greystone Closé Development Reciprocal Easement Agreement dated as of September 30, 1991. Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Reciprocal Easement Agreement, as amended.

The parties desire that an additional forty-seven (47) acres of the Adjacent Property be subjected to the terms, conditions, covenants and restrictions set forth in Paragraph 6 of the Reciprocal Easement Agreement and further desire to modify and amend Paragraph 6 of the Reciprocal Easement Agreement as hereinafter provided. The Owner of the Adjacent Property is made a party to this Second Amendment for this purpose.

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. **Adjacent Property.** Exhibit G to the Reciprocal Easement Agreement is hereby deleted in its entirety and Revised Exhibit G which is attached hereto and incorporated herein by reference is substituted in lieu thereof. All references in the Reciprocal Easement Agreement, as amended, to the "Adjacent Property" shall mean and refer to the real

Dominick Fletcher

property which is described in Revised Exhibit G attached hereto.

2. Restrictive Covenants. Paragraph 6(c)(ii) of the Reciprocal Easement Agreement is hereby deleted in its entirety and the Receiprocal Easement Agreement, as amended, is hereby amended by adding the following to Paragraph 6(c):

(ii) The Owner of the Adjacent Property does hereby agree that the Adjacent Property shall be subjected to those provisions pertaining to the Estate Property of the Greystone Village Declaration of Covenants, Conditions and Restrictions dated July 15, 1993 and recorded as Instrument # 1993-20846 in the Probate Office of Shelby County, Alabama; and

(iii) The Owner of the Adjacent Property does hereby agree that the Access Roadway shall serve as the only access to the Adjacent Property and no other access shall be had or gained thereto.


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

IN WITNESS WHEREOF, the parties hereto have caused this Second 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: 
Michael D. Fuller
Its Sr. Vice President

GRANTEE:

GREYSTONE CLOSE, an Alabama
joint venture

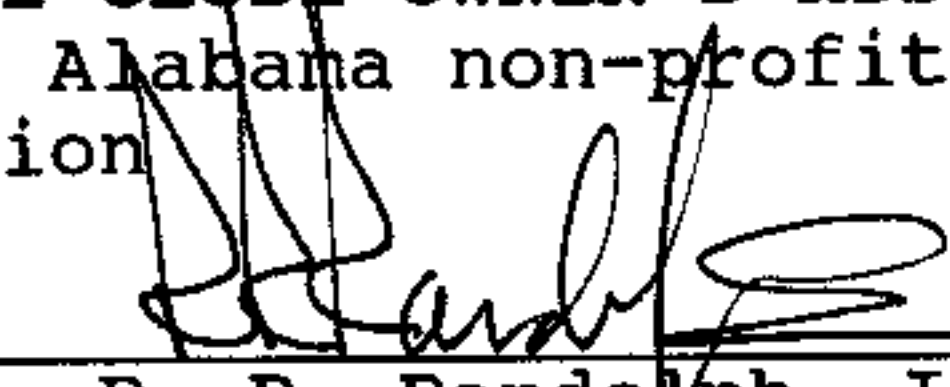
By: NORVILLE-RANDOLPH AT GREYSTONE,
LTD., an Alabama limited
partnership, A General Partner

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

By: 
R. R. Randolph, III
Its Vice President


GCOA:

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

By: 
R. R. Randolph, III
Its Vice President

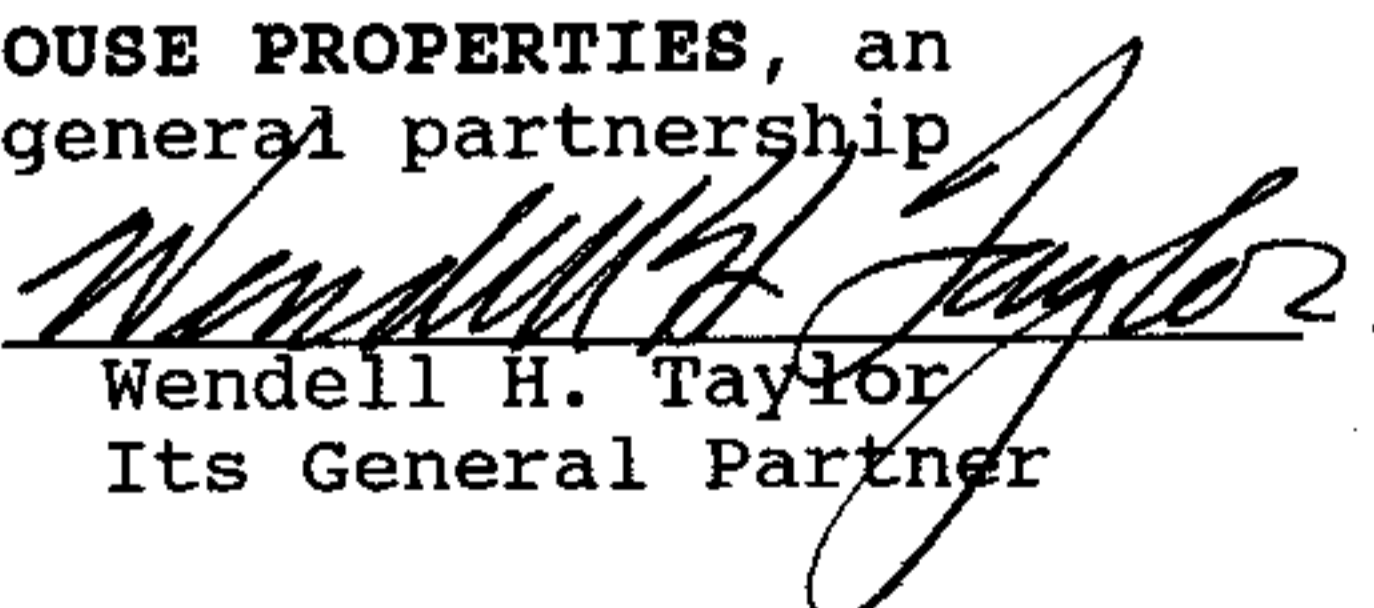
GRA:

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

By: 
Michael D. Fuller
Its Sr. Vice President

OWNER OF ADJACENT PROPERTY:

SCHOOL HOUSE PROPERTIES, an
Alabama general partnership

By: 
Wendell H. Taylor
Its General Partner

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Michael D. Fuller 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 10TH day of September, 1993.

Mary P. Thornton
Notary Public
My Commission Expires: 5/24/95

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that R. R. Randolph, III whose name as Vice 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 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 9TH day of September, 1993.

Mary P. Thornton
Notary Public
My Commission Expires: 5/24/95

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that R. R. Randolph, III whose name as Vice 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 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 9th day of September, 1993.

Mary P. Thornton
Notary Public
My Commission Expires: 5/24/95

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Michael D. Fuller whose name as Senior 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 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 10th day of September, 1993.

Mary P. Thornton
Notary Public
My Commission Expires: 5/24/95

STATE OF ALABAMA)

COUNTY OF SHELBY)

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 SCHOOL HOUSE PROPERTIES, an Alabama

general 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 partnership.

Given under my hand and official seal, this the 10th day of September, 1993.

Mary P. Thornton
Notary Public
My Commission Expires: 5/24/95

EXHIBIT G

LEGAL DESCRIPTION OF ADJACENT PROPERTY
(Legal for Greystone Village Estate Property)

A parcel of land situated in the West $\frac{1}{2}$ of Section 4 and the East $\frac{1}{2}$ of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest Corner of said Section 4 and run South $0^{\circ}58'47''$ West along the West Line thereof for a distance of 1,274.12 feet; thence run South $45^{\circ}29'23''$ West for a distance of 413.61 feet to a point in said Section 5; thence run South $90^{\circ}00'00''$ West for a distance of 376.59 feet; thence run South $0^{\circ}56'36''$ West for a distance of 1,948.62 feet; thence run North $33^{\circ}11'21''$ East for a distance of 4,176.86 feet to a point on the North Line of said Section 4; thence run North $89^{\circ}23'04''$ West for a distance of 1,561.11 feet to the Point of Beginning. Said parcel contains 2,918,584.46 Square Feet or 67.001 Acres.

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