

STATE OF ALABAMA)
COUNTY OF SHELBY)

**SECOND AMENDMENT TO THE CREST
AT GREYSTONE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS SECOND AMENDMENT to The Crest at Greystone Declaration of Covenants, Conditions and Restrictions is made and entered into as of the 10th day of January, 1995 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Developer"), and CREST RIDGE ASSOCIATES, L.L.C., an Alabama limited liability company ("Crest Ridge").

RECITALS:

Developer has heretofore executed The Crest at Greystone Declaration of Covenants, Conditions and Restrictions dated October 2, 1992 which has been recorded as Instrument No. 1992-22103 in the Office of the Judge of Probate of Shelby County, Alabama, which has been amended by First Amendment thereto dated February 3, 1994 and recorded as Instrument No. 1994-03752 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.

Crest Ridge is the owner of all of the real property described in Exhibit A-2 attached hereto and incorporated herein by reference (which real property, together with the extension of the private roadway "Greystone Crest", as described and shown on the Survey of The Crest at Greystone - First Addition, as recorded in Map Book 19, Page 52 in the Office of the Judge of Probate of Shelby County, Alabama, is hereinafter collectively referred to as the "Additional Property"). Crest Ridge and Developer desire to submit the 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, Developer and Crest Ridge hereby agree as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.02 of the Declaration, Developer and Crest Ridge do hereby declare that the Additional Property hereof 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 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 as well as the Additional Property described herein.

2. **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 and Crest Ridge have caused this Second Amendment to The Crest at Greystone 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

CREST RIDGE:

CREST RIDGE ASSOCIATES, L.L.C.,
an Alabama limited liability company

By: 

Charles W. Daniel,
Managing Member

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 10th day of January, 1995.

Sheila H. Ellis
Notary Public

My Commission Expires: 2/26/98

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Charles W. Daniel, whose name as Managing Member of CREST RIDGE ASSOCIATES, L.L.C., an Alabama limited liability company, 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 Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 10th day of January, 1995.

Sheila H. Ellis
Notary Public

My Commission Expires: 2/26/98

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

Exhibit A-2

Legal Description of Property

Lots 1 through 24, inclusive, and Pond "C", according to the Survey of The Crest at Greystone - First Addition, as recorded in Map Book 19, Page 52, in the Office of the Judge of Probate of Shelby County, Alabama.

Inst # 1995-00941

C:\WP60\TEXT\DECLARAT\CREST.EXA

01/11/1995-00941
01:33 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 17.00