

STATE OF ALABAMA)
COUNTY OF SHELBY)

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

THIS THIRD AMENDMENT to THE CREST AT GREYSTONE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into as of the 25th day of October, 1995 by and among DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Developer"), JAMES T. PARSONS AS TRUSTEE OF SOUTH OAK TRUST ("Parsons"), and HARRY B. BROCK, JR. and wife, JANE H. BROCK (collectively, "Brock").

R E C I T A L S:

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 (i) First Amendment thereto dated February 3, 1994 and recorded as Instrument No. 1994-03752 in said Probate Office and (ii) Second Amendment thereto dated January 10, 1995 and recorded as Instrument No. 1995-00941 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.

Parsons is the owner of Lots 4, 5, 6, 7, 8, 9, 10 and 11, according to the Survey of The Crest at Greystone, Second Addition, as recorded in Map Book 19, Page 53 in the Office of the Judge of Probate of Shelby County, Alabama (the "Parsons Property").

Brock is the owner of Lots 1, 2, 3, 12, 13 and 14, according to the Survey of The Crest at Greystone, Second Addition as recorded in Map Book 19, Page 53 in the Office of the Judge of Probate of Shelby County, Alabama (the "Brock Property") (the Parsons Property, the Brock Property and the extension of the private roadway "Greystone Crest", as described and shown on the Survey of The Crest at Greystone, Second Addition, as recorded in Map Book 19, Page 53 in the Office of the Judge of Probate of Shelby County, Alabama, is hereinafter collectively referred to as the "Additional Property").

Parsons, Brock 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, Parsons and Brock hereby agree as follows:

Inst # 1995-32703
11/13/1995-32703
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SHELBY COUNTY JUDGE OF PROBATE
004 NCB 16.00

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.02 of the Declaration, Developer, Parsons and Brock do hereby declare that 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, the original Property described in the Declaration and all other real property which has been submitted to the terms and provisions of the Declaration pursuant to prior amendments thereto 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 other real property which has been submitted to the terms and provisions of the Declaration pursuant to prior amendments thereto and 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, Parsons and Brock have caused this Third 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

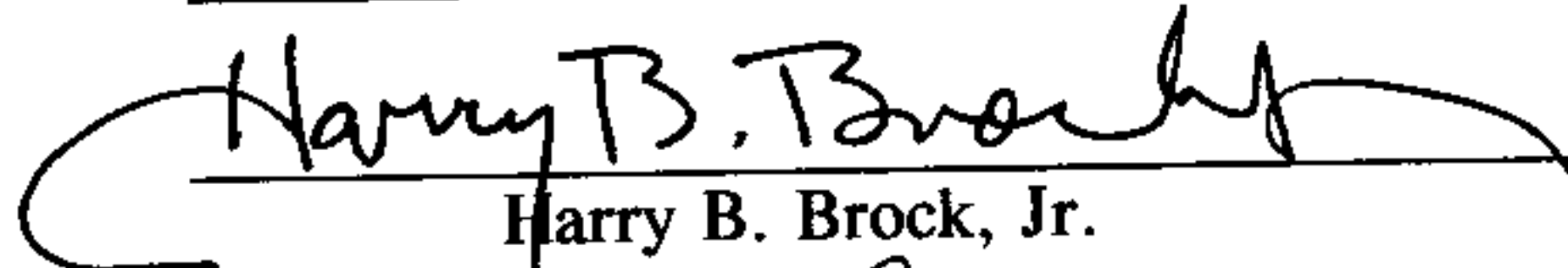
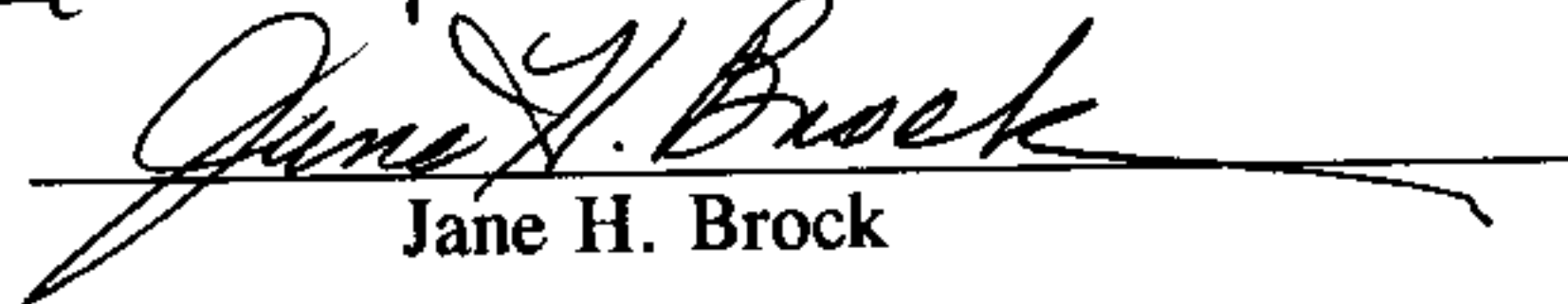
By: 

Its: Sr. Vice President

PARSONS:


James T. Parsons

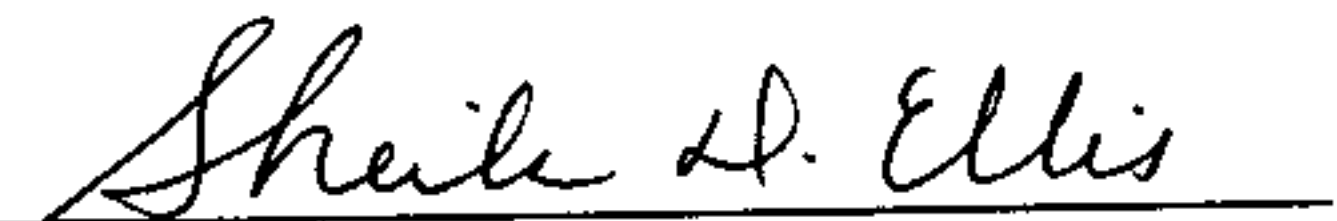
BROCK:


Harry B. Brock, Jr.

Jane H. Brock

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 8th day of November, 1995.


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 James T. Parsons, whose name as Trustee of South Oak Trust, 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 Trustee and with full authority, executed the same voluntarily.

Given under my hand and official seal, this the 8th day of November, 1995.


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 Harry B. Brock, Jr. and Jane H. Brock, whose names are 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 8th day of November, 1995.

Sheila D. 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

Inst # 1995-32703

11/13/1995-32703
03:09 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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