

STATE OF ALABAMA)
)
SHELBY COUNTY)

**SECOND AMENDMENT TO
AMENDED AND RESTATED GREYSTONE VILLAGE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED GREYSTONE VILLAGE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Second Amendment") is made as of the 31st day of January, 1996 by GREYSTONE VILLAGE OWNER'S ASSOCIATION, INC., an Alabama non-profit corporation (the "Association"), TAYLOR PROPERTIES, L.L.C., an Alabama limited liability company, formerly known as School House Properties, an Alabama general partnership ("Developer") and DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Daniel").

R E C I T A L S:

WHEREAS, Developer and Daniel have heretofore entered into the Amended and Restated Greystone Village Declaration of Covenants, Conditions and Restrictions dated February 21, 1994 which has been recorded as Instrument #1994-12222 in the Probate Office of Shelby County, Alabama (the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration; and

WHEREAS, pursuant to Section 10.02 of the Declaration, Developer, Daniel and the Association desire to amend Exhibit A to the Declaration so that certain lots will no longer be part of the Property subject to the Declaration. For purposes of Section 10.02 of the Declaration, the sworn statement of the President of the Association is attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises, Developer, Daniel and the Association do hereby amend the Declaration as follows:

1. **Amended Exhibit A.** Section 1.30 of the Declaration defines the term "Property" to mean and refer to that certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit A attached thereto and incorporated therein by reference. Exhibit A is hereby amended to remove and except certain lots from the description of the Property by adding to the end of Exhibit A the following:

LESS AND EXCEPT THE FOLLOWING:

Lots 1 and 5, according to the Survey of Greystone Village, Phase 1 as recorded in Map Book 20, Page 32 in the Office of the Judge of Probate of Shelby County, Alabama, and Lots 6, 7, 8, 9, 10 and 11, according to the Survey of Greystone Village, Phase 2, as

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SHELBY COUNTY JUDGE OF PROBATE
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Inst # 1996-08823

recorded in Map Book 19, Page 13 in the Office of the Judge of
Probate of Shelby County, Alabama.

The Property as described in Exhibit A to the Declaration, as amended hereby, shall, for the purposes of the Declaration, be referred to as the Property and all references in the Declaration to the Property shall mean the Property as described in Exhibit A to the Declaration, as amended hereby.

2. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and provisions of the Declaration, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, pursuant to Section 10.02 of the Declaration, Developer, Daniel and the Association have caused this Second Amendment to the Amended and Restated Greystone Village Declaration of Covenants, Conditions and Restrictions to be duly executed as of the day and year first above written.

TAYLOR PROPERTIES, L.L.C., an Alabama limited liability company, formerly known as School House Properties, an Alabama general partnership

By: Wendell H. Taylor, Jr.
Wendell H. Taylor, Jr.
Its Member

DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP,
an Alabama limited partnership

By: DANIEL REALTY INVESTMENT
CORPORATION - OAK MOUNTAIN,
an Alabama corporation
Its General Partner

By: [Signature]
Its: Sr. Vice President

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

By: Gary R. Dent
Gary R. Dent
Its President

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Wendell H. Taylor, Jr. whose name as Member of TAYLOR PROPERTIES, 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 Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal, this 20th day of February, 1996.

Rebecca J Greathouse
Notary Public

[SEAL]

My commission expires:

11/4/98

STATE OF ALABAMA)
)
SHELBY COUNTY)

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 seal, this 22nd day of February, 1996.

Sheila A. Ellis
Notary Public

[SEAL]

My commission expires:

2/26/98

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Gary R. Dent, whose name as President of GREYSTONE VILLAGE OWNER'S 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 non-profit corporation.

Given under my hand and seal, this 19th day of February, 1996.


Notary Public

[SEAL]

My commission expires:

7/26/97

**EXHIBIT A
TO**

**SECOND AMENDMENT TO
AMENDED AND RESTATED GREYSTONE VILLAGE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THE UNDERSIGNED President of the Greystone Village Owner's Association, Inc., an Alabama nonprofit corporation (the "Association") hereby certifies that the requisite number of Owners in the Association was lawfully obtained for the purpose of approving the Second Amendment to Amended and Restated Greystone Village Declaration of Covenants, Conditions and Restrictions (the "Second Amendment"). The Annual Meeting of the Association was called by the Board of Directors for the purpose of acting on such Second Amendment and was held on January 30, 1996 at 11:00 a.m. A quorum was present at such Annual Meeting. In consideration of the covenants and restrictions set forth in the deeds from Developer to The Hoover City Board of Education and to Shelby County, Alabama which require that the lots made the subject of this Second Amendment remain in their natural, undisturbed condition forever for the benefit of the Owners, the Owners voted unanimously in favor of the approval of the Second Amendment during such Annual Meeting. A copy of such deeds are attached to and made a part of this Exhibit A to the Second Amendment.

GREYSTONE VILLAGE OWNER'S
ASSOCIATION, INC., an Alabama
nonprofit corporation

By: _____

Gary R. Dent
Its President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Gary R. Dent, whose name as President of GREYSTONE VILLAGE OWNER'S ASSOCIATION, INC., an Alabama nonprofit 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 President and with full authority, executed the same voluntarily for and as the act of said non-profit corporation.

Given under my hand and seal, this 29th day of February, 1996.


Notary Public

[SEAL]

My commission expires: 7/24/97

CONSENT OF MORTGAGEE

Compass Bank ("Mortgagee"), as the holder of that certain Mortgage dated as of July 8, 1993, by School House Properties, an Alabama general partnership, and recorded as Instrument #1993-32536 in the Office of the Judge of Probate of Shelby County, Alabama, and assumed by Taylor Properties, L.L.C., an Alabama limited liability company, as of December 29, 1994, as such mortgage is amended or modified from time to time, has joined in the execution of this Second Amendment to Amended and Restated Greystone Village Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") for the purposes set forth below.

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee does hereby consent to the execution of such Second Amendment and all of the terms and provisions set forth therein.

Dated as of the 11th day of ^{March}~~February~~, 1996.

COMPASS BANK, an Alabama banking corporation

By: J.R. Miller

Its: Vice President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that J.R. Miller, whose name as Vice President of Compass Bank, 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 Bank.

Given under my hand and official seal, this the 11th of ^{March}~~February~~, 1996.

Sam A. [Signature]
Notary Public

[SEAL]

My commission Expires:

3-23-99

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