
**GREYSTONE FARMS NORTH
RECIPROCAL EASEMENT AGREEMENT**

BY AND BETWEEN

TAYLOR PROPERTIES, L.L.C.

THE CREST AT GREYSTONE, INC.

GREYSTONE FARMS NORTH, L.L.C.

and

GREYSTONE FARMS NORTH OWNER'S ASSOCIATION, INC.

DATED APRIL 30, 1996

Inst # 1996-17497

This instrument prepared by and upon
recording should be returned to:

Mary P. Thornton
Dominick, Fletcher, Yeilding,
Wood & Lloyd, P.A.
2121 Highland Avenue South
Birmingham, Alabama 35205
(205) 939-0033

Inst # 1996-17497

05/30/1996-17497
11:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
026 MCD 72.00

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THE CREST AT GREYSTONE, INC.
GREYSTONE FARMS NORTH, L.L.C.
and
GREYSTONE FARMS NORTH OWNER'S ASSOCIATION, INC.

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STATE OF ALABAMA)
)
SHELBY COUNTY)

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT is made and entered into as of the 30th day of April, 1996, by and between TAYLOR PROPERTIES, L.L.C., an Alabama limited liability company ("Taylor"), THE CREST AT GREYSTONE, INC., an Alabama corporation ("Crest"), GREYSTONE FARMS NORTH, L.L.C., an Alabama limited liability company ("GFN") and GREYSTONE FARMS NORTH OWNER'S ASSOCIATION, INC., an Alabama nonprofit corporation (the "Association"). Capitalized terms not expressly defined herein shall have the same meanings given to them in the Greystone Farms North Declaration of Covenants, Conditions and Restrictions (together with all amendments and modifications thereto, the "Declaration"), which Declaration is recorded contemporaneously herewith.

RECITALS:

WHEREAS, Taylor is the owner of certain real property described in Exhibit A attached hereto and incorporated herein by reference (the "Taylor Property") which Taylor contemplates developing for residential uses. The Property is situated adjacent to and contiguous with the Crest Property and GFN Property, as defined below; and

WHEREAS, Crest is the owner of certain real property described in Exhibit B attached hereto and incorporated herein by reference (the "Crest Property") which the Crest contemplates developing for residential uses. The Crest Property is situated adjacent to and contiguous with the Taylor Property and the GFN Property, as defined below; and

WHEREAS, GFN is the owner of certain real property described in Exhibit C attached hereto and incorporated herein by reference (the "GFN Property") which GFN contemplates developing for residential uses. The GFN Property is situated adjacent to and contiguous with the Taylor Property and the Crest Property, as defined above; and

WHEREAS, the Association is the owner of the Common Areas of the Property as such terms are described and defined in the Declaration. The Common Areas are or may be situated within the GFN Property, the Taylor Property and the Crest Property; and

WHEREAS, Taylor desires to grant to the Crest, GFN and the Association a permanent, perpetual and nonexclusive easement over, across, through, under and upon a roadway known as Hugh Daniel Drive, which is more particularly described in Exhibit D attached hereto and incorporated herein by reference ("Hugh Daniel Drive"); and

WHEREAS, Taylor desires to grant to the Crest, GFN and the Association a permanent, perpetual and nonexclusive easement over, across, through and upon those certain roadways situated or to be situated within the Taylor Property (the "Taylor Roads"); and

WHEREAS, Crest desires to grant to Taylor, GFN and the Association a permanent, perpetual and nonexclusive easement over, across, through, under and upon those certain roadways situated or to be situated within the Crest Property (the "Crest Roads"); and

WHEREAS, GFN desires to grant to Taylor, Crest and the Association a permanent, perpetual and nonexclusive easement over, across, through, under and upon those certain roadways situated or to be situated within the GFN Property (the "GFN Roads").

WHEREAS, the Association desires to grant to Taylor, Crest and GFN a permanent, perpetual and nonexclusive easement over, across, through, under and upon the Common Areas as described in the Declaration ("Common Areas").

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **EASEMENT RIGHTS WITH RESPECT TO TAYLOR ROADS.** Subject to the terms and conditions set forth in Paragraphs 6(b) and 6(c) below, Taylor does hereby grant, bargain, sell, convey and assign unto Crest, GFN and the Association, and their respective successors and assigns, forever, a permanent, perpetual and nonexclusive easement over, across, through and upon the Taylor Roads and all private roadways now or hereafter constructed within the Taylor Property for (i) pedestrian and vehicular travel and transportation purposes, (ii) installing, erecting, maintaining, operating, repairing, replacing and relocating master television and/or cable systems, security systems, irrigation systems and all utilities necessary or convenient for the use or development of the Crest Property, the GFN Property, any adjoining or neighboring property of the Development, and the Common Areas or any portion of the Development, including, without limitation, publicly or privately owned and operated electrical, gas, telephone, water and sewer services, storm drains and sewers, drainage systems, retention ponds, lakes, basins and facilities, lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances, (iii) the installation, maintenance, replacement, and operation of pedestrian paths and crossings, (iv) the installation, erection, maintenance and operation of signage, caution signals, and the marking or striping of pavement to indicate pedestrian crossings; provided, however, that all of the foregoing shall be constructed, installed, operated and maintained in a good and workmanlike manner and condition reasonably satisfactory to Taylor and in accordance with all applicable federal, state, county and local governmental requirements, if any. Nothing contained in this Paragraph 1 shall be deemed to obligate Crest, GFN or the Association to install any of the foregoing improvements. The easement to and rights to use the Taylor Roads granted herein by Taylor to Crest, GFN and the Association, and their respective successors and assigns, shall be subject to and used in common with Taylor, its successors and assigns, and any other parties having any rights or interest therein.

2. **EASEMENT RIGHTS WITH RESPECT TO HUGH DANIEL DRIVE.** Subject to the terms and conditions set forth in Paragraphs 6(b) and 6(c) below, Taylor does hereby grant, bargain, sell, convey and assign to Crest, GFN and the Association, and their successors and assigns, forever, a permanent, perpetual and nonexclusive easement over and upon, and the right to use for pedestrian and vehicular travel and transportation purposes, Hugh Daniel Drive. The easement to and right to use Hugh Daniel Drive granted herein by Taylor to Crest, GFN and the Association shall be subject to and used in common with Taylor's successors and assigns and the rights of any other parties having any rights or interest therein.

Subject to Paragraph 7(d) below, GFN hereby accepts such assignment from Taylor and assumes Taylor's obligations under the Development Agreement pertaining to the maintenance and repair of the Eastern Portion of Hugh Daniel Drive.

3. **EASEMENT RIGHTS WITH RESPECT TO THE CREST ROADS.** Subject to the terms and conditions set forth in Paragraphs 6(b) and 6(c) below, Crest does hereby grant, bargain, sell, convey and assign unto Taylor, GFN and the Association, and their respective successors and assigns, forever, a permanent, perpetual and nonexclusive easement over, across, under, through and upon the Crest Roads for (i) pedestrian and vehicular travel and transportation purposes, (ii) installing, erecting, maintaining, operating, repairing, replacing and relocating master television and/or cable systems, security systems, irrigation systems and all utilities necessary or convenient for the use or development of the Taylor Property, the GFN Property, any adjoining or neighboring property of the Development, the Common Areas or any portion of the Development, including, without limitation, publicly or privately owned and operated electrical, gas, telephone, water and sewer services, storm drains and sewers, drainage systems, retention ponds, lakes, basins and facilities, lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances, (iii) the installation, maintenance, replacement, and operation of pedestrian paths and crossings, (iv) the installation, erection, maintenance and operation of signage, caution signals, and the marking or striping of pavement to indicate pedestrian crossings; provided, however, that all of the foregoing shall be constructed, installed, operated and maintained in a good and workmanlike manner and condition reasonably satisfactory to Crest and in accordance with all applicable federal, state, county and local governmental requirements, if any. Nothing contained in this Paragraph 3 shall be deemed to obligate Taylor, GFN or the Association to install any of the foregoing improvements. The easement to and rights to use the Crest Roads granted herein by Crest to Taylor, GFN and the Association, and their respective successors and assigns, shall be subject to and used in common with Crest, its successors and assigns, and any other parties having any rights or interest therein.

4. **EASEMENT RIGHTS WITH RESPECT TO THE GFN ROADS.** Subject to the terms and conditions set forth in Paragraphs 6(b) and 6(c) below, GFN does hereby grant, bargain, sell, convey and assign unto Taylor, Crest and the Association, and their respective successors and assigns, forever, a permanent, perpetual and nonexclusive easement over, across, under, through and upon the GFN Roads for (i) pedestrian and vehicular travel and transportation purposes, (ii) installing, erecting, maintaining, operating, repairing, replacing and relocating master television and/or cable systems, security systems, irrigation systems and all utilities necessary or convenient for the use or development of the Taylor Property, the Crest Property, any adjoining or neighboring property of the Development, the Common Areas or any portion of the Development, including, without limitation, publicly or privately owned and operated electrical, gas, telephone, water and sewer services, storm drains and sewers, drainage systems, retention ponds, lakes, basins and facilities, lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances, (iii) the installation, maintenance, replacement, and operation of pedestrian paths and crossings, (iv) the installation, erection, maintenance and operation of signage, caution signals, and the marking or striping of pavement to indicate pedestrian crossings; provided, however, that all of the foregoing shall be constructed, installed, operated and maintained in a good and workmanlike manner and condition reasonably satisfactory to GFN and in accordance with all applicable federal, state, county and local governmental requirements, if any. Nothing contained in this Paragraph 4 shall be deemed to obligate Taylor, Crest or the Association to install any of the foregoing improvements. The easement to and rights to use the GFN Roads granted herein by GFN to Taylor, Crest and the

Association, and their respective successors and assigns, shall be subject to and used in common with GFN, its successors and assigns, and any other parties having any rights or interest therein.

5. EASEMENT RIGHTS WITH RESPECT TO THE COMMON AREAS.

Subject to the terms and conditions set forth in Paragraphs 6(b) and 6(c) below, the Association does hereby grant, bargain, sell, convey and assign unto Taylor, Crest and GFN, and their respective successors and assigns, forever, a permanent, perpetual and nonexclusive easement over, across, under, through and upon the Common Areas for (i) pedestrian and vehicular travel and transportation purposes, (ii) installing, erecting, maintaining, operating, repairing, replacing and relocating master television and/or cable systems, security systems, irrigation systems and all utilities necessary or convenient for the use or development of the Taylor Property, the Crest Property, any adjoining or neighboring property of the Development, the Common Areas or any portion of the Development, including, without limitation, publicly or privately owned and operated electrical, gas, telephone, water and sewer services, storm drains and sewers, drainage systems, retention ponds, lakes, basins and facilities, lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances, (iii) the installation, maintenance, replacement, and operation of pedestrian paths and crossings, (iv) the installation, erection, maintenance and operation of signage, caution signals, and the marking or striping of pavement to indicate pedestrian crossings; provided, however, that all of the foregoing shall be constructed, installed, operated and maintained in a good and workmanlike manner and condition reasonably satisfactory to the Association and in accordance with all applicable federal, state, county and local governmental requirements, if any. Nothing contained in this Paragraph 5 shall be deemed to obligate Taylor, Crest or GFN to install any of the foregoing improvements. The easement to and rights to use the Common Areas granted herein by the Association to Taylor, Crest and GFN, and their respective successors and assigns, shall be subject to and used in common with the Association, its successors and assigns, and any other parties having any rights or interest therein.

6. NATURE OF EASEMENTS.

(a) The easements, covenants, rights and obligations granted or created pursuant to this Reciprocal Easement Agreement shall be and are (i) appurtenant to and shall serve the Taylor Property, the Crest Property, the GFN Property and the Common Areas (ii) covenants running with the Taylor Property, the Crest Property, the GFN Property and the Common Areas and (iii) binding upon and shall inure to the benefit of Taylor, Crest, GFN and the Association, and their respective successors and assigns. Taylor, Crest, GFN and the Association each hereby covenant and agree that no fences or other obstructions shall be erected, maintained or permitted on, across or upon Hugh Daniel Drive, the Taylor Roads, Crest Roads, GFN Roads or the Common Areas; provided, however, that GFN shall have the right to control access to any portion of the Property by installing guardhouses, gates and other security devices on any portion of the Taylor Roads, Crest Roads, GFN Roads or Common Areas. To the extent GFN controls or limits access and use of the Taylor Roads, Crest Roads, GFN Roads or Common Areas, then GFN shall provide to Taylor, Crest and the Association and their respective successors and assigns, security clearance and the continued right of access to all portions of the Taylor Roads, Crest Roads, GFN Roads and Common Areas.

(b) Taylor, Crest and the Association, and their respective successors and assigns, hereby covenant and agree that should GFN desire to dedicate as public roadways the Taylor Roads, Crest Roads, GFN Roads or the Common Areas, or any portion thereof, or any

of the private roadways now or hereafter constructed within the Property, then Taylor, Crest and the Association, and their respective successors and assigns, shall, at no cost or charge to GFN, execute and deliver to GFN any and all further instruments, documents or agreements requested by GFN in order to cause such roadways to be dedicated as public roadways. Notwithstanding anything provided herein to the contrary, GFN (i) to the extent of GFN's interest, does hereby establish and reserve the perpetual right, in its sole and absolute discretion, at any time and from time to time, to dedicate Hugh Daniel Drive or any portion thereof, the Taylor Roads, Crest Roads, GFN Roads or the Common Areas, or any portion thereof, and any of the private roadways now or hereafter constructed within the Property, as public roadways to any governmental authority without requirement that the approval or consent of Taylor, Crest or the Association, or their successors and assigns, be obtained and (ii) shall be, and hereby is, authorized and entitled to execute any and all agreements, documents, instruments and subdivision plats pursuant to which Hugh Daniel Drive, or any portion thereof, the Taylor Roads, Crest Roads, GFN Roads or Common Areas, or any portion thereof, and any of the private roadways now or hereafter constructed within the Property, is submitted for dedication as public roadways. To the extent Taylor's, Crest's or the Association's execution of any such agreement, document, instrument or subdivision plat is required for the public dedication of all or any portion of Hugh Daniel Drive, the Taylor Roads, Crest Roads, GFN Roads or the Common Areas, or any portion thereof, and any of the private roadways now or hereafter constructed within the Property, Taylor, Crest and the Association, for themselves and their respective successors and assigns and their respective members, guests, shareholders, partners, officers, directors, mortgagees, lenders, creditors and transferees, do hereby irrevocably appoint GFN as their agent and attorney-in-fact for the purpose of executing, signing, acknowledging, swearing to and recording any and all instruments, certificates, documents, agreements and subdivision plats relating to the dedication of said roadways or any portion thereof as public roadways for and in the names of Taylor, Crest and the Association, in Taylor's, Crest's and the Association's name, place and stead. The power and authority granted herein is hereby declared to be irrevocable and a power coupled with an interest which shall survive the death or dissolution of Taylor, Crest and the Association, and shall be binding on Taylor, Crest and the Association, and their respective successors and assigns and their respective members, guests, shareholders, partners, officers, directors, mortgagees, lenders, creditors and transferees, forever. The provisions of this paragraph 6(b), including, specifically, the power of attorney contained herein, shall be binding upon Taylor, Crest and the Association, and their respective successors, assigns, tenants and subtenants and their respective members, guests, shareholders, partners, officers, directors, mortgagees, lenders, creditors and transferees, each of which shall be bound by the terms and provisions of this Reciprocal Easement Agreement. In the event any of the foregoing described roadways are dedicated to any governmental authority, the easements described in Paragraphs 1, 3, 4 and 5 above shall survive such dedication.

(c) Notwithstanding anything provided to the contrary in this Reciprocal Easement Agreement, during any golf tournaments sponsored by GFN or by any other private golf and/or country clubs situated in close proximity with the Property, which utilize any portion of Hugh Daniel Drive for access purposes, GFN reserves the right to limit and restrict access to Hugh Daniel Drive, to the extent practicable, or to otherwise make portions of Hugh Daniel Drive one-way roads.

7. **CONVEYANCE TO ASSOCIATION.** Pursuant to and subject to the terms and provisions of the Declaration, including, but not limited to those provisions obligating each

Owner to pay Assessments for the maintenance, operation, repair and replacement of the roads made the subject of this Section 7,

(a) Taylor hereby transfers, conveys and assigns the Taylor Roads and the obligation to maintain the Taylor Roads to the Association, and the Association does hereby assume Taylor's obligations to maintain the Taylor Roads so that Taylor shall have no further obligations therefor.

(b) Crest hereby transfers, conveys and assigns the Crest Roads and the obligation to maintain the Crest Roads to the Association, and the Association does hereby assume Crest's obligations to maintain the Crest Roads and Crest shall have no further obligations therefor.

(c) GFN hereby transfers, conveys and assigns the GFN Roads and the obligation to maintain the GFN Roads to the Association, and the Association does hereby assume GFN's obligations to maintain the GFN Roads and GFN shall have no further obligations therefor.

(d) As successor to the interests and obligations of Taylor under the Development Agreement, GFN hereby transfers, conveys and assigns the right to use Hugh Daniel Drive and the obligation to maintain the Eastern Portion of Hugh Daniel Drive to the Association, and the Association does hereby assume GFN's obligations to maintain the Eastern Portion of Hugh Daniel Drive as prescribed by the Development Agreement and neither Crest, GFN nor Taylor shall have any further obligations hereunder or thereunder; provided, however, that pursuant to the Greystone Farms Reciprocal Easement Agreement recorded as Instrument #1995-16400 in the Office of the Judge of Probate of Shelby County, Alabama, Taylor assigned to and the Greystone Farms Owner's Association, Inc. assumed the maintenance obligations for the Eastern Portion of Hugh Daniel Drive and the Association hereby assumes the same obligations subject to the terms and provisions of a separate agreement between the Association and the Greystone Farms Owner's Association, Inc. for the sharing of maintenance obligations and costs for the Eastern Portion of Hugh Daniel Drive.

8. **EFFECTIVE DATE.** The easements, conveyances, grants, transfers and assignments set forth herein from GFN and the Association to the other parties hereto are effective upon the recording hereof with the Office of the Judge of Probate of Shelby County, Alabama. The easements, conveyances, grants, transfers and assignments set forth herein from Taylor to the other parties hereto are effective upon amendment to the Declaration whereby the Taylor Property is made subject to the terms and provisions of the Declaration. The easements, conveyances, grants, transfers and assignments set forth herein from Crest to the other parties hereto are made effective upon amendment to the Declaration whereby the Crest Property is made subject to the terms and provisions of the Declaration.

9. **MISCELLANEOUS PROVISIONS.**

(a) This Agreement constitutes the entire agreement between the parties hereto and may be amended or modified only upon the written consent of the record title owners and any mortgagee of the Taylor Property, the Crest Property, the GFN Property and the Common Areas.

(b) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit or describe the scope and intent of this Agreement or in any way affect the terms and provisions hereof.

(c) Whenever the context so requires, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(e) The terms "Taylor", "Crest", "GFN" and "Association" as used herein shall include the parties hereto and their respective successors, assigns, tenants, subtenants, members, guests, shareholders, partners, officers, directors, mortgagees, lenders, transferees, agents, employees and invitees.

IN WITNESS WHEREOF, the parties hereto have caused this Reciprocal Easement Agreement to be executed as of the day and year first above written.

TAYLOR PROPERTIES, L.L.C., an Alabama
limited liability company

By: Michael D. Fuller
Michael D. Fuller
Its Manager

THE CREST AT GREYSTONE, INC., an Alabama
corporation

By: Mary P. Thornton
Mary P. Thornton
Its President

GREYSTONE FARMS NORTH, L.L.C., an
Alabama limited liability company

By: Taylor Properties, L.L.C., an Alabama
limited liability company
Its Member

By: Michael D. Fuller
Michael D. Fuller
Its Manager

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

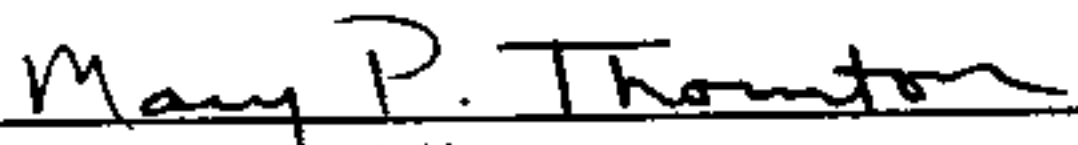
By: 

William L. Thornton, III
Its President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Michael D. Fuller, whose name as Manager 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 Manager and with full authority, executed the same voluntarily for and as the act of said company.

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


Notary Public

[SEAL]


My commission expires:

5/24/99

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Mary P. Thornton, whose name as President of THE CREST AT GREYSTONE, INC., an Alabama 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, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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


Notary Public

[SEAL]

My commission expires:

7/26/97

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Michael D. Fuller, whose name as Manager of Taylor Properties, L.L.C., an Alabama limited liability company, a Member of GREYSTONE FARMS NORTH, 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 officer and with full authority, executed the same voluntarily for and as the act of said company, acting in its capacity as Member as aforesaid.

Given under my hand and seal, this 29TH day of April, 1996

Mary P. Thornton
Notary Public

[SEAL]

My commission expires:

5/24/99

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that William L. Thornton, III, whose name as President of GREYSTONE FARMS NORTH 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 officer and with full authority, executed the same voluntarily for and as the act of said nonprofit corporation.

Given under my hand and seal, this 29TH day of April, 1996.

Mary P. Thornton
Notary Public

[SEAL]

My commission expires:

5/24/99

EXHIBIT A
TO RECIPROCAL EASEMENT AGREEMENT
THE TAYLOR PROPERTY

PHASE II - PARCEL F - TAYLOR

To locate the point of beginning commence at the Southeast corner of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama; thence run on an assumed bearing of said south section line of South 89°35'37" West a distance of 2741.84 feet to a point; thence run North 00°24'23" West a distance of 1084.62 feet to THE POINT OF BEGINNING; thence South 34°16'37" West a distance of 1949.38 feet to a point; thence South 55°44'00" East a distance of 765.27 feet to a point; thence South 69°07'13" West a distance of 405.11 feet to a point; thence South 21°30'20" West a distance of 278.94 feet; thence North 68°29'40" West a distance of 17.46 feet to a point on the north right-of-way of Hugh Daniel Drive; said point being the point of beginning of a curve to the left running in a northwesterly to southwesterly direction having a central angle of 67°01'19" and a radius of 320.00 feet and run along the arc of said curve for 374.32 feet to a point; thence departing said right-of-way run North 55°43'23" West a distance of 384.26 feet; thence North 34°16'37" East a distance of 2813.00 feet; thence South 55°43'23" East a distance of 50.00 feet to a point, said point being the Point of Beginning of the herein described parcel, containing 14.1465 acres, more or less.

EXHIBIT B
TO RECIPROCAL EASEMENT AGREEMENT
THE CREST PROPERTY

PHASE II - PARCEL E - CREST

To locate the point of beginning commence at the Southeast corner of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama; thence run on an assumed bearing of said south section line of South 89°35'37" West a distance of 2741.84 feet to a point; thence North 00°24'23" West a distance of 1084.62 feet to THE POINT OF BEGINNING; thence South 55°43'23" East for a distance of 782.71 feet to a point on a line located 20 feet horizontally, above and outside of the normal pool elevation of a lake that is under construction; thence South 61°38'34" West a distance of 81.58 feet to a point; thence South 15°02'10" East a distance of 74.87 feet to a point; thence South 35°22'50" East a distance of 130.94 feet to a point; thence North 84°05'46" East a distance of 44.33 feet to a point; thence South 23°31'47" East a distance of 62.39 feet to a point; thence South 39°29'29" East a distance of 83.39 feet to a point; thence South 51°24'33" East a distance of 66.58 feet to a point; thence South 66°41'49" West a distance of 28.33 feet to a point; thence South 65°56'14" West a distance of 123.99 feet to a point; thence South 56°31'11" West a distance of 91.70 feet to a point; thence South 25°27'17" West a distance of 88.98 feet to a point; thence South 38°43'46" West a distance of 72.14 feet to a point; thence North 89°17'02" West a distance of 81.19 feet to a point; thence South 35°46'19" West a distance of 47.83 feet to a point; thence South 05°59'34" West a distance of 85.45 feet to a point; thence South 17°00'08" West a distance of 70.96 feet to a point; thence departing said line located 20 feet horizontally, above and outside of the normal pool elevation of a lake that is under construction; run North 67°52'47" West for a distance of 523.08 feet to a point; thence South 30°16'36" West for a distance of 232.18 feet to a point; thence South 12°03'42" West for a distance of 602.02 feet to a point; thence South 20°52'47" East for a distance of 128.56 feet to a point; thence South 69°07'13" West for a distance of 203.56 feet to a point; thence North 55°44'00" West for a distance of 765.27 feet to a point; thence North 34°16'27" East for a distance of 1949.38 feet to a point, said point being the Point of Beginning of the herein described parcel, containing 36.4716 acres, more or less.

EXHIBIT C
TO RECIPROCAL EASEMENT AGREEMENT
THE GFN PROPERTY

PHASE I - TOTAL

To locate the point of beginning commence at the Southeast corner of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama; thence run on an assumed bearing of the south line of said section line of South 89°35'37" West a distance of 703.82 feet to a point; thence North 00°24'23" West a distance of 436.36 feet to THE POINT OF BEGINNING of the herein described parcel; thence South 60°43'30" East a distance of 418.11 feet to a point on the northwest right-of-way of Shelby County Highway 41 and a point on a curve; thence turn an interior angle of 82°35'44" to the tangent of said curve to the left running in a Southwesterly direction having a central angle of 16°01'19" and a radius of 5769.57 feet and run along said right-of-way and along the arc of said curve a distance of 1613.37 feet to a point, said point being the point of intersection of said right-of-way with the north right-of-way of Hugh Daniel Drive; thence turn an interior angle of 89°16'43" and run along the right-of-way of said Drive on a bearing of North 68°37'15" West for a distance of 332.90 feet to a point; thence turn an interior angle of 179°57'10" to the tangent of a curve to the left running in a southwesterly direction having a central angle of 47°55'36" and a radius of 340.00 feet and run along the right-of-way of said Drive along the arc of said curve for a distance of 284.40 feet to a point; thence run along the right-of-way of said Drive South 63°29'59" West for a distance of 195.02 feet to a point; said point being the point of beginning of a curve to the right running in a southwesterly direction having a central angle of 11°59'33" and a radius of 293.21 feet and run along the right-of-way of said Drive along the arc of said curve for a distance of 61.37 feet to a point; thence run along the right-of-way of said Drive South 75°29'32" West for a distance of 455.56 feet to a point; said point being the point of beginning of a curve to the left running in a southwesterly direction having a central angle of 43°17'11" and a radius of 540.00 feet and run along the right-of-way of said Drive along the arc of said curve for a distance of 407.96 feet to a point; thence run along the right-of-way of said Drive South 32°12'21" West for a distance of 164.89 feet to a point; said point being the point of beginning of a curve to the right running in a southwesterly and northwesterly direction having a central angle of 94°00'04" and a radius of 145.00 feet and run along the right-of-way of said Drive along the arc of said curve for a distance of 237.89 feet to a point; said point being the point of beginning of a reverse curve to the left running in a northwesterly direction having a central angle of 14°42'05" and a radius of 1517.80 feet and run along the right-of-way of said Drive along the arc of said curve for a distance of 389.45 feet to a point; thence run along the right-of-way of said Drive North 68°29'40" West for a distance of 392.45 feet to a point; thence departing said right-of-way run North 21°30'20" East for a distance of 278.94 feet to a point; thence North 69°07'13" East for a distance of 608.67 feet to a point; thence North 20°52'47" West a distance of 128.56 feet to a point; thence North 12°03'42" East a distance of 602.02 feet to a point; thence North 30°16'36" East a distance of 232.18 feet to a point; thence South 67°52'47" East a distance of 523.08 feet to a point on a line located 20 feet horizontally, above and outside of the normal pool elevation of a lake that is under construction; thence South 17°00'08" West a distance of 101.52 feet to a point; thence South 02°53'08" West a distance of 157.93 feet to a point; thence North 68°05'35" East a distance of 114.62 feet to a point; thence North 23°44'41" East a distance of 76.47 feet to a point; thence North 38°14'38" East a distance of 75.95 feet to a point; thence North 51°49'28" East a distance of 130.64 feet to a point; thence North 39°22'05" East a distance of 61.93 feet to a point; thence South 81°08'36" East a distance of 73.89 feet to a point; thence North 20°24'21" East a distance of 101.50 feet to a point; thence North 59°55'57" East a distance of 52.50 feet to a point; thence North 47°40'59" East a distance of 68.75 feet to a point; thence North 78°01'17" East a distance of 58.99 feet to a point; thence North 74°17'18" East a distance of 71.85 feet to a point; thence North 35°01'18" East a distance of 63.19 feet to a point; thence North 55°39'42" East a distance of 81.01 feet to a point; thence North 46°32'26" East a distance of 81.96 feet to a point;

thence North 51°16'00" East a distance of 87.68 feet to a point;
thence North 59°06'49" East a distance of 94.80 feet to a point;
thence North 72°44'56" East a distance of 54.43 feet to a point;
thence South 75°18'09" East a distance of 60.44 feet to a point;
thence North 44°36'54" East a distance of 71.64 feet to a point;
thence North 82°39'17" East a distance of 145.79 feet to a point;
thence North 88°18'14" East a distance of 49.69 feet to a point;
thence South 79°53'36" East a distance of 38.53 feet to a point;
thence South 65°21'02" East a distance of 39.05 feet to a point;
thence South 32°32'43" East a distance of 44.82 feet to a point;
thence South 12°09'03" East a distance of 46.73 feet to a point;
thence South 02°32'33" East a distance of 48.86 feet to a point;
thence South 48°42'12" East a distance of 48.48 feet to a point;
thence North 64°29'54" East a distance of 46.75 feet to a point;
thence North 33°41'24" East a distance of 45.17 feet to a point;
thence North 31°33'18" East a distance of 36.58 feet to a point;
thence South 78°18'48" East a distance of 22.58 feet to a point;
thence North 30°07'13" East a distance of 187.83 feet to a point,
said point being the Point of Beginning of the herein described
parcel, containing 75.5778 acres, more or less.

The Lake Plus 20 Feet

To locate the point of beginning commence at the Southeast corner of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama; thence run on an assumed bearing of said south section line of South $89^{\circ}35'37''$ West a distance of 703.82 feet to a point; thence North $00^{\circ}24'23''$ West a distance of 436.36 feet to THE POINT OF BEGINNING of a line that is approximately located 20 feet horizontally, above and outside of the normal pool elevation of a lake that is under construction; thence North $30^{\circ}07'13''$ East a distance of 74.12 feet to a point; thence North $36^{\circ}50'06''$ East a distance of 89.93 feet to a point; thence North $44^{\circ}28'22''$ West a distance of 89.96 feet to a point; thence North $39^{\circ}10'01''$ West a distance of 39.07 feet to a point; thence North $15^{\circ}36'17''$ East a distance of 57.46 feet to a point; thence North $29^{\circ}59'20''$ West a distance of 58.36 feet to a point; thence North $31^{\circ}16'43''$ East a distance of 81.44 feet to a point; thence North $52^{\circ}51'21''$ East a distance of 85.06 feet to a point; thence North $63^{\circ}54'47''$ East a distance of 135.51 feet to a point; thence North $71^{\circ}29'56''$ West a distance of 132.66 feet to a point; thence South $89^{\circ}37'51''$ West a distance of 72.78 feet to a point; thence North $83^{\circ}06'21''$ West a distance of 63.62 feet to a point; thence North $27^{\circ}59'32''$ West a distance of 84.66 feet to a point; thence South $37^{\circ}59'24''$ West a distance of 113.60 feet to a point; thence South $33^{\circ}50'20''$ West a distance of 88.10 feet to a point; thence South $29^{\circ}50'32''$ West a distance of 53.41 feet to a point; thence South $43^{\circ}00'30''$ West a distance of 127.93 feet to a point; thence South $09^{\circ}05'50''$ West a distance of 59.33 feet to a point; thence South $20^{\circ}53'46''$ West a distance of 55.21 feet to a point; thence South $67^{\circ}34'16''$ West a distance of 49.37 feet to a point; thence South $61^{\circ}41'40''$ West a distance of 54.62 feet to a point; thence South $47^{\circ}14'08''$ West a distance of 33.49 feet to a point; thence South $67^{\circ}16'14''$ West a distance of 55.31 feet to a point; thence North $63^{\circ}17'48''$ West a distance of 60.66 feet to a point; thence North $10^{\circ}55'05''$ West a distance of 82.99 feet to a point; thence North $03^{\circ}46'55''$ East a distance of 52.55 feet to a point; thence North $12^{\circ}49'05''$ East a distance of 110.84 feet to a point; thence North $26^{\circ}03'54''$ East a distance of 94.18 feet to a point; thence North $00^{\circ}17'51''$ West a distance of 60.32 feet to a point; thence North $14^{\circ}38'20''$ East a distance of 150.19 feet to a point; thence North $05^{\circ}21'57''$ East a distance of 216.01 feet to a point; thence South $32^{\circ}34'17''$ West a distance of 284.34 feet to a point; thence South $30^{\circ}24'16''$ West a distance of 84.34 feet to a point; thence South $31^{\circ}15'04''$ West a distance of 42.07 feet to a point; thence North $89^{\circ}32'13''$ West a distance of 30.73 feet to a point; thence North $41^{\circ}37'06''$ West a distance of 48.76 feet to a point; thence North $04^{\circ}09'46''$ West a distance of 40.11 feet to a point; thence North $34^{\circ}57'21''$ West a distance of 232.60 feet to a point; thence South $32^{\circ}15'44''$ West a distance of 81.16 feet to a point; thence South $78^{\circ}16'21''$ West a distance of 68.98 feet to a point; thence South $10^{\circ}07'44''$ East a distance of 65.69 feet to a point; thence South $26^{\circ}49'21''$ East a distance of 79.41 feet to a point; thence South $10^{\circ}01'04''$ West a distance of 133.77 feet to a point; thence South $78^{\circ}36'47''$ West a distance of 90.20 feet to a point;

thence South 29°34'20" East a distance of 92.65 feet to a point;
thence South 39°48'37" East a distance of 65.13 feet to a point;
thence South 83°47'59" West a distance of 58.35 feet to a point;
thence South 27°40'55" West a distance of 99.83 feet to a point;
thence South 02°07'52" West a distance of 80.67 feet to a point;
thence South 26°00'30" East a distance of 68.52 feet to a point;
thence South 39°21'35" West a distance of 74.67 feet to a point;
thence North 83°00'18" West a distance of 46.22 feet to a point;
thence North 52°28'25" West a distance of 75.68 feet to a point;
thence North 66°06'08" West a distance of 67.87 feet to a point;
thence South 69°55'27" West a distance of 61.80 feet to a point;
thence North 48°12'44" West a distance of 40.58 feet to a point;
thence North 31°52'50" West a distance of 86.55 feet to a point;
thence South 61°38'34" West a distance of 92.20 feet to a point;
thence South 15°02'10" East a distance of 74.87 feet to a point;
thence South 35°22'50" East a distance of 130.94 feet to a point;
thence North 84°05'46" East a distance of 44.33 feet to a point;
thence South 23°31'47" East a distance of 62.39 feet to a point;
thence South 39°29'29" East a distance of 83.39 feet to a point;
thence South 51°24'33" East a distance of 66.58 feet to a point;
thence South 66°41'49" West a distance of 28.33 feet to a point;
thence South 65°56'14" West a distance of 123.99 feet to a point;
thence South 56°31'11" West a distance of 91.70 feet to a point;
thence South 25°27'17" West a distance of 88.98 feet to a point;
thence South 38°43'46" West a distance of 72.14 feet to a point;
thence North 89°17'02" West a distance of 81.19 feet to a point;
thence South 35°46'19" West a distance of 47.83 feet to a point;
thence South 05°59'34" West a distance of 85.45 feet to a point;
thence South 17°00'08" West a distance of 172.48 feet to a point;
thence South 02°53'08" West a distance of 157.93 feet to a point;
thence North 68°05'35" East a distance of 114.62 feet to a point;
thence North 23°44'41" East a distance of 76.47 feet to a point;
thence North 38°14'38" East a distance of 75.95 feet to a point;
thence North 51°49'28" East a distance of 130.64 feet to a point;
thence North 39°22'05" East a distance of 61.93 feet to a point;
thence South 81°08'36" East a distance of 73.89 feet to a point;
thence North 20°24'21" East a distance of 101.50 feet to a point;
thence North 59°55'57" East a distance of 52.50 feet to a point;
thence North 47°40'59" East a distance of 68.75 feet to a point;
thence North 78°01'17" East a distance of 58.99 feet to a point;
thence North 74°17'18" East a distance of 71.85 feet to a point;
thence North 35°01'18" East a distance of 63.19 feet to a point;
thence North 55°39'42" East a distance of 81.01 feet to a point;
thence North 46°32'26" East a distance of 81.96 feet to a point;
thence North 51°16'00" East a distance of 87.68 feet to a point;
thence North 59°06'49" East a distance of 94.80 feet to a point;
thence North 72°44'56" East a distance of 54.43 feet to a point;
thence South 75°18'09" East a distance of 60.44 feet to a point;
thence North 44°36'54" East a distance of 71.64 feet to a point;
thence North 82°39'17" East a distance of 145.79 feet to a point;
thence North 88°18'14" East a distance of 49.69 feet to a point;
thence South 79°53'36" East a distance of 38.53 feet to a point;
thence South 65°21'02" East a distance of 39.05 feet to a point;
thence South 32°32'43" East a distance of 44.82 feet to a point;

thence South $12^{\circ}09'03''$ East a distance of 46.73 feet to a point;
thence South $02^{\circ}32'33''$ East a distance of 48.86 feet to a point;
thence South $48^{\circ}42'12''$ East a distance of 48.48 feet to a point;
thence North $64^{\circ}29'54''$ East a distance of 46.75 feet to a point;
thence North $33^{\circ}41'24''$ East a distance of 45.17 feet to a point;
thence North $31^{\circ}33'18''$ East a distance of 36.58 feet to a point;
thence South $78^{\circ}18'48''$ East a distance of 22.58 feet to a point;
thence North $30^{\circ}07'13''$ East a distance of 187.83 feet to a point,
said point being the Point of Beginning of the herein described
parcel, containing 23.3688 acres, more or less.

EXHIBIT D
TO RECIPROCAL EASEMENT AGREEMENT
HUGH DANIEL DRIVE

LEGAL DESCRIPTION OF HUGH DANIEL DRIVE

Right-of-way Description for Hugh Daniel Drive, Book 301, Pages 799-803

To locate the point of beginning commence at the southeast corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence north on the east boundary of said section a distance of 342.03 feet to a point; thence $90^{\circ}00'$ left a distance of 3068.24 feet to the point of beginning, said point being the centerline of an 80 foot right-of-way 40 feet either side of the centerline; thence $155^{\circ}10'47''$ right to the tangent of a curve to the right, said curve having a central angle of $14^{\circ}34'45''$ and a radius of 643.69 feet; thence along said curve a distance of 163.79 feet; thence tangent to said curve a distance of 355.73 feet to a curve to the right, said curve having a central angle of $43^{\circ}18'50''$ and a radius of 337.47 feet; thence along said curve a distance of 255.11 feet to a curve to the left, said curve having a central angle of $60^{\circ}55'59''$ and a radius of 582.42 feet; thence along said curve a distance of 619.39 feet; thence tangent to said curve a distance of 247.39 feet to a curve to the right, said curve having a central angle of $33^{\circ}47'17''$ and a radius of 273.00 feet; thence along said curve a distance of 162.17 feet; thence tangent to said curve a distance of 372.00 feet to a curve to the left, said curve having a central angle of $46^{\circ}57'34''$ and a radius of 330.00 feet; thence along said curve a distance of 286.86 feet; thence tangent to said curve a distance of 234.58 feet to a curve to the right, said curve having a central angle of $52^{\circ}20'28''$ and a radius of 610.00 feet; thence along said curve a distance of 557.25 feet; thence tangent to said curve a distance of 250.36 feet to a curve to the left, said curve having a central angle of $20^{\circ}00'20''$ and a radius of 1650.00 feet; thence along said curve a distance of 376.12 feet; thence tangent to said curve a distance of 169.47 feet to a curve to the left, said curve having a central angle of $33^{\circ}24'16''$ and a radius of 960.00 feet; thence along said curve a distance of 539.70 feet to a point; thence tangent to said curve a distance of 49.12 feet to a curve to the right, said curve having a central angle of $8^{\circ}25'01''$ and a radius of 300.00 feet; thence along said curve a distance of 73.45 feet; thence tangent to said curve a distance of 192.38 feet to a curve to the left, said curve having a central angle of $7^{\circ}45'25''$ and a radius of 1600.00 feet; thence along said curve a distance of 216.61 feet; thence tangent to said curve a distance of 138.92 feet to a curve to the right, said curve having a centerline angle of $29^{\circ}51'15''$ and a radius of 291.62 feet; thence along said curve a distance of 151.95 feet to a curve to the left, said curve having a central angle of $22^{\circ}12'33''$ and a radius of 483.89 feet; thence along said curve a distance of 187.61 feet; thence tangent to said curve a distance of 90.62 feet to a curve to the right, said curve having a central angle of $5^{\circ}46'48''$ and a radius of 4500.00 feet; thence along said curve a distance of 42.00 feet to the point of ending of said 80 foot right-of-way and the beginning of a 70 foot right-of-way being 40 feet left and 30 feet right of centerline; thence continue along said curve a distance of 91.41 feet to the point of ending of said 70 foot right-of-way and point of beginning of said 80 foot right-of-way; thence continue along said curve a distance of 320.54 feet; thence tangent to said curve a distance of 419.17 feet to a curve to the right, said curve having a central angle of $2^{\circ}53'11''$ and a radius of 2579.92 feet; thence along said curve a distance of 129.97 feet; thence tangent to said curve a distance of 273.08 feet to a curve to the left, said curve having a central angle of $18^{\circ}28'14''$ and a radius of 920.00 feet; thence along said curve a distance of 296.58 feet; thence tangent to said curve a distance of 103.68 feet to a curve to the right, said curve having a central angle of $18^{\circ}01'02''$ and a radius of 400.00 feet; thence along said curve a distance of 125.79 feet; thence tangent to said curve a distance of 74.87 feet to a curve to the left, said curve having a central angle of $13^{\circ}58'11''$ and a radius of 979.47 feet; thence along said curve a distance of 238.81 feet; thence tangent to said curve a distance of 122.76 feet to a curve to the left, said curve having a central angle of $3^{\circ}20'48''$ and a radius of 2053.94 feet; thence along said curve a distance of 119.97 feet to the point of ending of said 80 foot right-of-way and the point of beginning of a 100 foot right-of-way being 50 feet either side of the centerline; thence tangent to said curve a distance of 208.93 feet to a curve to the right, said curve having

a central angle of $160^{\circ}19'19''$ and a radius of 106.66 feet; thence along said curve a distance of 298.43 feet; thence tangent to said curve a distance of 193.23 feet to a curve to the left, said curve having a central angle of $10^{\circ}20'33''$ and a radius of 1000.00 feet; thence along said curve a distance of 180.31 feet; thence tangent to said curve a distance of 274.66 feet to a curve to the left, said curve having a central angle of $129^{\circ}04'25''$ and a radius of 214.29 feet; thence along said curve a distance of 482.73 feet; thence tangent to said curve a distance of 39.49 feet to a curve to the left, said curve having a central angle of $14^{\circ}17'16''$ and a radius of 797.86 feet; thence along said curve a distance of 198.96 feet to the point of ending of said 100 foot right-of-way and a point of beginning of said 80 foot right-of-way; thence tangent to said curve 374.53 feet to a curve to the left, said curve having a central angle of $6^{\circ}57'27''$ and a radius of 822.51 feet; thence along said curve a distance of 99.88 feet; thence tangent to said curve a distance of 141.57 feet to a curve to the right, said curve having a central angle of $10^{\circ}11'44''$ and a radius of 1000.00 feet; thence along said curve a distance of 177.95 feet; thence tangent to said curve a distance of 185.11 feet to a curve to the left, said curve having a central angle of $25^{\circ}21'02''$ and a radius of 800.00 feet; thence along said curve a distance of 333.96 feet; thence tangent to said curve a distance of 298.21 feet to a curve to the right, said curve having a central angle of $11^{\circ}35'28''$ and a radius of 2315.31 feet; thence along said curve a distance of 468.40 feet; thence tangent to said curve a distance of 257.66 feet to a curve to the right, said curve having a central angle of $67^{\circ}01'19''$ and a radius of 280.00 feet; thence along said curve a distance of 327.53 feet; thence tangent to said curve a distance of 409.95 feet to a curve to the right, said curve having a central angle of $14^{\circ}42'00''$ and a radius of 1477.79 feet; thence along said curve a distance of 379.13 feet to a curve to the left, said curve having a central angle of $94^{\circ}00'00''$ and a radius of 185.00 feet; thence along said curve a distance of 303.51 feet; thence tangent to said curve a distance of 164.89 feet to a curve to the right, said curve having a central angle of $43^{\circ}17'11''$ and a radius of 500.00 feet; thence along said curve a distance of 377.73 feet; thence tangent to said curve a distance of 455.56 feet to a curve to the left, said curve having a central angle of $11^{\circ}59'33''$ and a radius of 333.21 feet; thence along said curve a distance of 69.74 feet; thence tangent to said curve a distance of 195.02 feet to a curve to the right, said curve having a central angle of $47^{\circ}53'36''$ and a radius of 300.00 feet; thence along said curve a distance of 250.94 feet; thence tangent to said curve a distance of 338.05 feet to the point of ending of said 80 foot right-of-way, said point being on the northwest right-of-way of the Dunnvant Valley Road. All lying in Sections 32, 33 and 34, Township 18 South, Range 1 West, Shelby County, Alabama, and containing 28.992 acres.

CONSENT OF MORTGAGEE
OF GREYSTONE FARMS NORTH, L.L.C.

SouthTrust Bank of Alabama, National Association ("Mortgagee"), as the holder of that certain Mortgage and Security Agreement dated as of December 21, 1995, by Greystone Farms North, L.L.C., an Alabama limited liability company, and recorded as Instrument No. 1995-37359 in the Office of the Judge of Probate of Shelby County, Alabama, (the "Probate Office"), as such mortgage is amended or modified from time to time, has joined in the execution of this Greystone Farms North Reciprocal Easement Agreement (the "Easement Agreement") 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 the Easement Agreement and all of the terms and provisions set forth therein; provided, however, that such consent shall not be deemed a consent to any amendment to the terms or provisions of the Easement Agreement.

Dated as of the 7th day of May, 1996.

SOUTHTRUST BANK OF ALABAMA, National Association

By: _____

• Its: _____

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Stephen T. Hodges whose name as Asst. Vice President of SouthTrust Bank of Alabama, National Association, 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 7th of May, 1996.

Charles D. Stewart
Notary Public

[SEAL]

My commission Expires:

01-27-99

CONSENT OF MORTGAGEE

OF TAYLOR PROPERTIES, L.L.C. AND THE CREST AT GREYSTONE, INC.

Compass Bank ("Mortgagee"), as the holder of that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated as of July 19, 1994, assumed by Taylor Properties, L.L.C., an Alabama limited liability company, and recorded as Instrument No. 1994-22321 in the Office of the Judge of Probate of Shelby County, Alabama, (the "Probate Office"), as such mortgage is amended or modified from time to time, and as the holder of that December 21, 1995 Accommodation Mortgage and Security Agreement by The Crest at Greystone, Inc. an Alabama corporation recorded on December 29, 1995 as Instrument No. 95-37355 in said Probate Office by The Crest at Greystone, Inc., an Alabama corporation, as such mortgage is amended or modified from time to time, has joined in the execution of this Greystone Farms North Reciprocal Easement Agreement (the "Easement Agreement") 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 the Easement Agreement and all of the terms and provisions set forth therein; provided, however, that such consent shall not be deemed a consent to any amendment to the terms or provisions of the Easement Agreement.

Dated as of the 2nd day of May, 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 2nd of May, 1996.

Ann A. Bishop
Notary Public

[SEAL]

My commission Expires:

3-23-99

Inst # 1996-17497

05/30/1996-17497
11:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
026 HCD 72.00

Inst # 1996-17497