
**TERMINATION OF SUPPLEMENTAL PROTECTIVE COVENANTS
FOR GREYSTONE LAKE 1 PROPERTY**

THIS TERMINATION OF SUPPLEMENTAL PROTECTIVE COVENANTS FOR GREYSTONE LAKE 1 PROPERTY is made and entered into as of the 15th day of August, 1996 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Daniel"), and those individuals (collectively, the "Owners") who have executed the Consents to Termination of Supplemental Protective Covenants for Greystone Lake 1 Property which are attached hereto and incorporated herein by reference.

RECITALS:

Daniel and St. Charles at Greystone, Inc., an Alabama corporation ("St. Charles"), have heretofore entered into the Supplemental Protective Covenants for Greystone Lake 1 Property dated as of December 20, 1991 which have been recorded in Book 378, Page 948 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), as amended by First Amendment thereto dated as of January 24, 1996 and recorded as Instrument No. 1996-02651 in the Probate Office (collectively, the "Supplemental Covenants"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Supplemental Covenants.

Pursuant to Assignment of Rights as Developer under Supplemental Protective Covenants for Greystone Lake 1 Property dated as of January 24, 1996 and recorded as Instrument No. 1996-02650 in the Probate Office, St. Charles transferred and assigned to Daniel all of St. Charles' rights as "Developer" under the Supplemental Covenants.

Chris Goode ("Goode") is the Owner of Lot 8, according to the Survey of St. Charles at Greystone, Phase II, as recorded in Map Book 16, Page 22 in the Probate Office (the "Goode Lot").

Charles S. Givianpour and wife, Concetta Givianpour, are the Owners of Lot 7, according to the Survey of St. Charles at Greystone, Phase II, as recorded in Map Book 16, Page 22 in the Probate Office (the "Givianpour Lot").

Kenneth James Bruno and wife, Theresa A. Bruno, are the Owners of Lots 5 and 6, according to the Survey of St. Charles at Greystone, Phase II, as recorded in Map Book 16, Page 22 in the Probate Office (collectively, the "Bruno Lots").

The Goode Lot, the Givianpour Lot and the Bruno Lots constitute, collectively, all of the Property subject to the Supplemental Covenants and Goode, Givianpour and Bruno constitute all of the Owners of the Property subject to the Supplemental Covenants.

Inst # 1996-27087

08/20/1996-27087
01:53 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

Pursuant to separate Consents to Termination of Supplemental Protective Covenants of Greystone Lake 1 Property (collectively, the "Consents") executed by Goode, Givianpour and Bruno, respectively, the originals of which are attached to this Termination of Supplemental Protective Covenants for Greystone Lake 1 Property and incorporated herein by reference, the Owners have consented to the termination of the Supplemental Covenants on the terms and conditions hereinafter set forth.

Pursuant to Section 9.02 of the Supplemental Covenants, the Supplemental Covenants may be modified or amended (including the termination of the same) upon the written consent of two-thirds of all Owners, the Developer and Daniel.

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

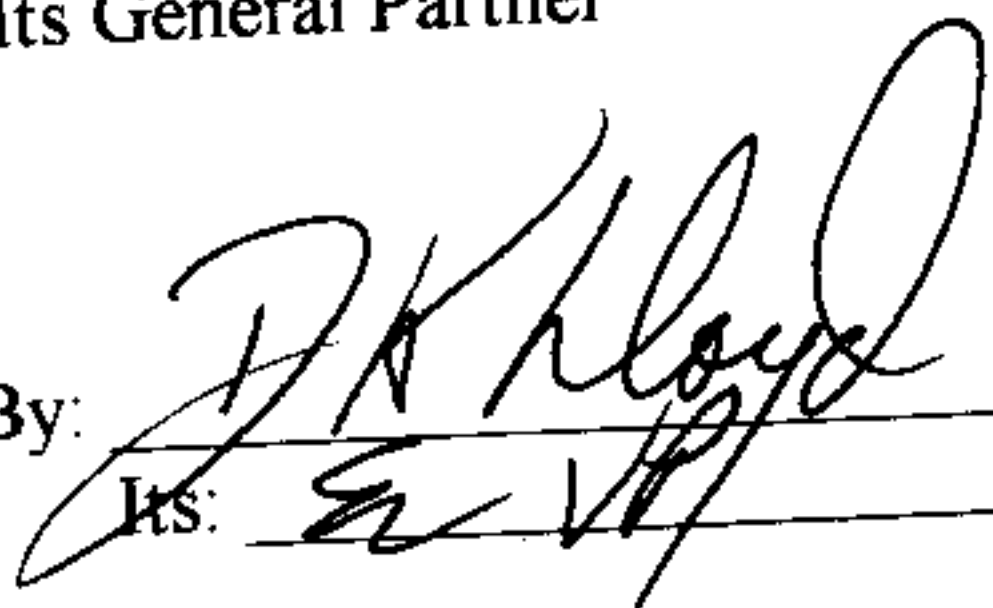
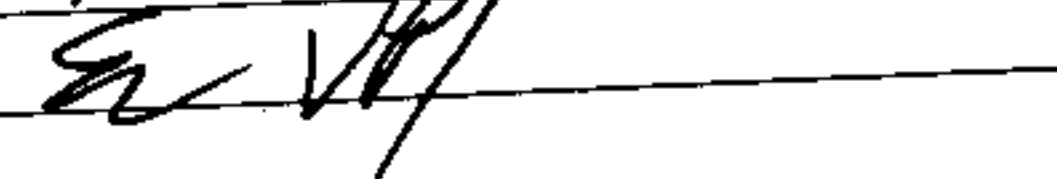
1. **Termination of Supplemental Covenants.** Pursuant to Section 9.02 of the Supplemental Covenants, Daniel, individually and as the Developer under the Supplemental Covenants, joined by all of the Owners who have previously executed the Consents, does hereby declare that the Supplemental Covenants are and shall forever be terminated, are of no further force or effect and shall no longer be binding on any portion of the Property from and after the date hereof.

2. **Acknowledgement That No Lake will be Constructed.** As a result of the termination of the Supplemental Covenants, as provided in Paragraph 1 above, Daniel, individually and as Developer under the Supplemental Covenants, joined by all of the Owners who have previously executed the Consents, does hereby acknowledge and agree that no Lake shall be constructed on any portion of the Lake Property and that Daniel is hereby released from any and all liability or obligation of any nature to construct the Lake, as provided in Section 3.01 of the Supplemental Covenants, which Supplemental Covenants have been terminated and cancelled as provided in Paragraph 1 hereof.

IN WITNESS WHEREOF, Daniel has executed this Termination of Supplemental Protective Covenants for Greystone Lake 1 Property as of the day and year first above written.

**DANIEL OAK MOUNTAIN LIMITED
PARTNERSHIP**, an Alabama limited
partnership

By: Daniel Realty Investment Corporation -
Oak Mountain, an Alabama corporation,
Its General Partner

By: 
Its: 

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, a Notary Public in and for said County in said State, hereby certify that D.K. Lloyd, 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 the foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as general partner as aforesaid.

GIVEN under my hand and seal of office this 15th day of August, 1996.

Sheila L. 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

**CONSENT TO
TERMINATION OF SUPPLEMENTAL PROTECTIVE COVENANTS
FOR GREYSTONE LAKE 1 PROPERTY**

THIS CONSENT TO TERMINATION OF SUPPLEMENTAL PROTECTIVE COVENANTS FOR GREYSTONE LAKE 1 PROPERTY is made and entered into as of the 8th day of August, 1996 by CHRIS GOODE ("Goode").

R E C I T A L S:

Daniel Oak Mountain Limited Partnership, an Alabama limited partnership ("Daniel"), and St. Charles at Greystone, Inc., an Alabama corporation ("St. Charles"), have heretofore entered into the Supplemental Protective Covenants for Greystone Lake 1 Property dated as of December 20, 1991 which have been recorded in Book 378, Page 948 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), as amended by First Amendment thereto dated as of January 24, 1996 and recorded as Instrument No. 1996-02651 in the Probate Office (collectively, the "Supplemental Covenants"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Supplemental Covenants.

Pursuant to Assignment of Rights as Developer under Supplemental Protective Covenants for Greystone Lake 1 Property dated as of January 24, 1996 and recorded as Instrument No. 1996-02650 in the Probate Office, St. Charles transferred and assigned to Daniel all of St. Charles' rights as "Developer" under the Supplemental Covenants.

Goode is the Owner of Lot 8, according to the Survey of St. Charles at Greystone, Phase II, as recorded in Map Book 16, Page 22 in the Probate Office (the "Lot"). The Lot is subject to the terms and provisions of the Supplemental Covenants.

Goode desires to consent to the cancellation and termination of the Supplemental Covenants in their entirety.

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

1. **Termination of Supplemental Covenants.** Pursuant to Section 9.02 of the Supplemental Covenants, Goode does hereby agree that the Supplemental Covenants are and shall forever be terminated, are of no further force or effect and shall no longer be binding on any portion of the Property (including the Lot) from and after the date hereof.

2. **Acknowledgement That No Lake will be Constructed.** As a result of the termination of the Supplemental Covenants, as provided in Paragraph 1 above, Goode does hereby acknowledge and agree that no Lake shall be constructed on any portion of the Lake Property and that Daniel is hereby released from any and all liability or obligation of any nature to construct the Lake, as provided in Section 3.01 of the Supplemental Covenants, which Supplemental Covenants have been terminated and cancelled as provided in Paragraph 1 hereof.

3. **Representations.** Goode represents and warrants that he is the lawful owner of the Lot, that the Lot does not constitute the homestead of Goode or his spouse, if any, and that the Lot is not encumbered by any mortgage.

IN WITNESS WHEREOF, Goode has executed this Consent to Termination of Supplemental Protective Covenants for Greystone Lake 1 Property as of the day and year first above written.



Chris Goode 

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Chris Goode, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8 day of August, 1996.
1996.


Notary Public
My Commission expires: 11/2/99

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

**CONSENT TO
TERMINATION OF SUPPLEMENTAL PROTECTIVE COVENANTS
FOR GREYSTONE LAKE 1 PROPERTY**

THIS CONSENT TO TERMINATION OF SUPPLEMENTAL PROTECTIVE COVENANTS FOR GREYSTONE LAKE 1 PROPERTY is made and entered into as of the 2nd day of July, 1996 by CHARLES S. GIVIANPOUR and wife, CONCETTA GIVIANPOUR (collectively, "Givianpour").

R E C I T A L S:

Daniel Oak Mountain Limited Partnership, an Alabama limited partnership ("Daniel"), and St. Charles at Greystone, Inc., an Alabama corporation ("St. Charles"), have heretofore entered into the Supplemental Protective Covenants for Greystone Lake 1 Property dated as of December 20, 1991 which have been recorded in Book 378, Page 948 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), as amended by First Amendment thereto dated as of January 24, 1996 and recorded as Instrument No. 1996-02651 in the Probate Office (collectively, the "Supplemental Covenants"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Supplemental Covenants.

Pursuant to Assignment of Rights as Developer under Supplemental Protective Covenants for Greystone Lake 1 Property dated as of January 24, 1996 and recorded as Instrument No. 1996-02650 in the Probate Office, St. Charles transferred and assigned to Daniel all of St. Charles' rights as "Developer" under the Supplemental Covenants.

Givianpour is the Owner of Lot 7, according to the Survey of St. Charles at Greystone, Phase II, as recorded in Map Book 16, Page 22 in the Probate Office (the "Lot"). The Lot is subject to the terms and provisions of the Supplemental Covenants.

Givianpour desires to consent to the cancellation and termination of the Supplemental Covenants in their entirety.

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

1. **Termination of Supplemental Covenants.** Pursuant to Section 9.02 of the Supplemental Covenants, Givianpour does hereby agree that the Supplemental Covenants are and

shall forever be terminated, are of no further force or effect and shall no longer be binding on any portion of the Property (including the Lot) from and after the date hereof.

2. **Acknowledgement That No Lake will be Constructed.** As a result of the termination of the Supplemental Covenants, as provided in Paragraph 1 above, Givianpour does hereby acknowledge and agree that no Lake shall be constructed on any portion of the Lake Property and that Daniel is hereby released from any and all liability or obligation of any nature to construct the Lake, as provided in Section 3.01 of the Supplemental Covenants, which Supplemental Covenants have been terminated and cancelled as provided in Paragraph 1 hereof.

3. **Representations.** Givianpour represents and warrants that they are the lawful owners of the Lot.

IN WITNESS WHEREOF, Givianpour has executed this Consent to Termination of Supplemental Protective Covenants for Greystone Lake 1 Property as of the day and year first above written.

C-S-L
Charles S. Givianpour

Concetta Givianpour
Concetta Givianpour

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Charles S. Givianpour and wife, Concetta Givianpour, whose names are signed to the foregoing instrument, and who are 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 2nd day of July,
1996.

Frederic Dean Richardson
Notary Public

My Commission expires: 3-10-97

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

**CONSENT TO
TERMINATION OF SUPPLEMENTAL PROTECTIVE COVENANTS
FOR GREYSTONE LAKE 1 PROPERTY**

THIS CONSENT TO TERMINATION OF SUPPLEMENTAL PROTECTIVE COVENANTS FOR GREYSTONE LAKE 1 PROPERTY is made and entered into as of the 25th day of June, 1996 by KENNETH JAMES BRUNO and wife, THERESA A. BRUNO (collectively, "BRUNO").

R E C I T A L S:

Daniel Oak Mountain Limited Partnership, an Alabama limited partnership ("Daniel"), and St. Charles at Greystone, Inc., an Alabama corporation ("St. Charles"), have heretofore entered into the Supplemental Protective Covenants for Greystone Lake 1 Property dated as of December 20, 1991 which have been recorded in Book 378, Page 948 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), as amended by First Amendment thereto dated as of January 24, 1996 and recorded as Instrument No. 1996-02651 in the Probate Office (collectively, the "Supplemental Covenants"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Supplemental Covenants.

Pursuant to Assignment of Rights as Developer under Supplemental Protective Covenants for Greystone Lake 1 Property dated as of January 24, 1996 and recorded as Instrument No. 1996-02650 in the Probate Office, St. Charles transferred and assigned to Daniel all of St. Charles' rights as "Developer" under the Supplemental Covenants.

Bruno is the Owner of Lot 5A, according to the Resurvey of Lots 5 and 6, St. Charles at Greystone, Phase II, as recorded in Map Book 21, Page 34 in the Probate Office (the "Lot"). The Lot is subject to the terms and provisions of the Supplemental Covenants.

Bruno desires to consent to the cancellation and termination of the Supplemental Covenants in their entirety.

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

1. **Termination of Supplemental Covenants.** Pursuant to Section 9.02 of the Supplemental Covenants, Bruno does hereby agree that the Supplemental Covenants are and shall

forever be terminated, are of no further force or effect and shall no longer be binding on any portion of the Property (including the Lot) from and after the date hereof.

2. **Acknowledgement That No Lake will be Constructed.** As a result of the termination of the Supplemental Covenants, as provided in Paragraph 1 above, Bruno does hereby acknowledge and agree that no Lake shall be constructed on any portion of the Lake Property and that Daniel is hereby released from any and all liability or obligation of any nature to construct the Lake, as provided in Section 3.01 of the Supplemental Covenants, which Supplemental Covenants have been terminated and cancelled as provided in Paragraph 1 hereof.

3. **Representations.** Bruno represents and warrants that they are the lawful owners of the Lot and that the Lot is not encumbered by any mortgage.

IN WITNESS WHEREOF, Bruno has executed this Consent to Termination of Supplemental Protective Covenants for Greystone Lake 1 Property as of the day and year first above written.


KENNETH JAMES BRUNO



THERESA A. BRUNO

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Kenneth James Bruno and Theresa A. Bruno, whose names are signed to the foregoing instrument, and who are 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 25th day of June, 1996.


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 # 1996-27087

08/20/1996-27087
01:53 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE