

STATE OF ALABAMA)
 :
SHELBY COUNTY)

**AGREEMENT WITH RESPECT TO
ESTABLISHMENT OF CERTAIN
RESTRICTIONS AND OTHER AGREEMENTS
AND
FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS**

THIS AGREEMENT WITH RESPECT TO ESTABLISHMENT OF CERTAIN RESTRICTIONS AND OTHER AGREEMENTS AND FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS (this "Agreement") is made and entered into as of the 13 day of AUGUST, 1998 by the undersigned owners (hereinafter sometimes individually referred to as an "Owner" and collectively as the "Owners").

RECITALS:

Pursuant to Declaration of Restrictions dated as of December 3, 1985 (the "Original Declaration") which was recorded in Book 056, Page 779 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), the following described real property, consisting of approximately 200 acres, more or less (the "Saddle Creek Property"), was subjected to and encumbered by the terms and provisions of the Original Declaration:

The West ½ of the Northeast 1/4, the North ½ of the Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4, all in Section 22, Township 18 South, Range 1 West, Shelby County, Alabama.

The Saddle Creek Property has now been subdivided and resubdivided into lots as more particularly described in Exhibit A attached hereto and incorporated herein by reference and is owned by those individuals or entities reflected in Exhibit A hereto.

Pursuant to Declaration of Restrictions dated as of August 4, 1995 (the "Declaration") and recorded as Instrument # 1995-21524 in the Probate Office, the Original Declaration was amended and restated in its entirety.

Greystone Development Company, L.L.C., an Alabama limited liability company ("Developer"), is one of the Owners and owns those portions of the Saddle Creek Property described in Exhibit A hereto. Furthermore, Developer is also the owner of certain real property (the "Developer's Property") which is more particularly described in Exhibit B attached hereto and incorporated herein by reference. In addition to the Developer's Property described in Exhibit B hereto, the term "Developer's Property" shall also mean and include any other real property purchased or acquired by Developer at any time after the date of this Agreement which is situated directly adjacent to and contiguous with any of the Saddle Creek Property. The Developer's Property is situated directly adjacent to and abuts those portions of the Saddle Creek Property which are more particularly described in Exhibit C attached hereto and incorporated herein by reference

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SHELBY COUNTY JUDGE OF PROBATE
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(each such lot described in Exhibit C hereto is hereinafter sometimes referred to individually as an "Adjacent Saddle Creek Lot" and collectively as the "Adjacent Saddle Creek Lots").

Developer desires to develop the Developer's Property and those portions of the Saddle Creek Property owned by Developer for single-family residential uses and a golf course with related amenities and, in connection therewith, will construct, install, operate and maintain a roadway (the "Roadway") and underground utility lines on and within those portions of the Saddle Creek Property owned by Developer (the "Roadway Property") as approximately shown on Exhibit D attached hereto and incorporated herein by reference.

The undersigned Owners are the owners of at least two-thirds (2/3rds) of the acreage comprising the Property, have the right and authority to amend the Declaration in accordance with the terms and provisions of this Agreement and have agreed to amend the Declaration in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners and Developer do hereby agree as follows:

ARTICLE I

Agreement With Respect to Establishment of Certain Restrictions and Other Agreements

1.01 Limitation on Number of Lots. Developer covenants and agrees that the maximum number of Single-Family Lots, as herein defined, which may be developed by Developer on that portion of the Developer's Property situated directly adjacent to and abutting the following Adjacent Saddle Creek Lots shall be limited as follows:

<u>Legal Description of Adjacent Saddle Creek Lot (the following Lots are defined in Exhibit C hereto)</u>	<u>Maximum Number of Single-Family Lots Which May Be Located Directly Adjacent to and Abut Such Adjacent Saddle Creek Lot</u>
Graham - Lot 4C	3
Chastain - Lot 1C	0*
Brawley - Lot 5A	0*
Stanford - Lot 1E	0*
McKay - Lot 1D	3
Crompton - Lot 1B	3
Weiland - Lot 4A	3

*Denotes that the portion of the Developer's Property situated directly adjacent to and abutting these Adjacent Saddle Creek Lots will be developed only for "Golf Course Purposes", as defined in Article II of this Agreement.

The foregoing limitations shall be applicable only to those Single-Family Lots, as herein defined, which physically abut any Adjacent Saddle Creek Lot and shall not extend to or be binding upon any other



portion of the Developer's Property or any other real property owned by Developer situated adjacent to or in close proximity with the Developer's Property. As used herein, the terms "Single-Family Lot" or "Single-Family Lots" shall mean any portion of the Developer's Property which has been developed and subdivided into a lot or lots for Single-Family Residential Purposes pursuant to a subdivision plat filed in the Probate Office. As used herein, the term "Single-Family Residential Purposes" shall mean and include any detached dwellings for single-family residential use and occupancy, which may include one or more of the following: attached or detached garages, barns, stables, guest houses, servant quarters, pools, pool houses, cabanas, tennis courts, boat houses and similar structures as are normally and customarily found in single-family residential communities. **Single-Family Residential Purposes does not mean and specifically excludes any multi-family (i.e., apartment) development.**

1.02 **Golf Course Development.** Developer covenants and agrees that if Developer purchases and acquires any portion of Lot 1E, according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Probate Office (the "Golf Course Lot"), then the Golf Course Lot will be developed only for Golf Course Purposes, as defined in Article II below, and for the construction thereon of the Roadway, Utility Lines and the Gates, as defined in Section 1.06 below; provided, however, that no restrooms, maintenance buildings or other permanent buildings shall be constructed on any portion of the Golf Course Lot.

1.03 **Rear Building Setback Lines.** Developer covenants and agrees that the rear building setback line for any Single-Family Lot on or within the Developer's Property which physically abuts any of the Adjacent Saddle Creek Lots shall be a minimum of 100 feet (as measured from the common boundary of such Single-Family Lot and the applicable Adjacent Saddle Creek Lot). The foregoing rear building setback line shall apply to the home or dwelling and any other buildings, garages or other structures constructed on any such Single-Family Lot on or within that portion of the Developer's Property which physically abuts any of the Adjacent Saddle Creek Lots.

1.04 **Natural Buffer Areas.** Subject to the terms and provisions of this Section 1.04, Developer does hereby establish a 75-foot natural, undisturbed buffer (the "Buffer Area") along that portion of the Developer's Property which is directly adjacent to and abuts the Adjacent Saddle Creek Lots. Except as hereinafter provided in this Section 1.04, the Buffer Area may not be cleared, graded, excavated, filled or improved. Notwithstanding the foregoing, (a) Developer, its successors and assigns, may (i) clear and remove from the Buffer Area any dead or diseased trees, shrubbery, plant life or other vegetation, (ii) plant additional trees, shrubbery, plant life and other vegetation in the Buffer Area and (iii) install, operate, maintain and replace underground Utility Lines, as hereinafter defined, on, in, under, upon, through and across the Buffer Area; provided, however, that if any portion of the Buffer Area is disturbed by Developer in the initial installation of any Utility Lines, then Developer shall replant such disturbed areas of the Buffer Area with trees, plant life and other vegetation substantially similar to the trees, plant life and other vegetation removed, damaged or destroyed in connection with the installation of such Utility Lines and (b) the Owners of the Adjacent Saddle Creek Lots or Developer may improve the Buffer Area with driveways and other improvements as provided in Section 1.05 below. Developer shall require all contractors and subcontractors of Developer to agree to repair and replace any trees, plant life or other vegetation within the Buffer Area damaged or destroyed in connection with the installation of any such Utility Lines.



1.05 Utility Connection Rights.

(a) Developer agrees to grant to each of the Owners of the Adjacent Saddle Creek Lots the right to connect and tie-into any and all Utility Lines, as hereinafter defined, constructed by Developer on the Developer's Property (the "Utility Connection Rights"). As used herein, the term "Utility Lines" shall mean and refer to any and all lines, pipes, conduits, equipment, machinery and appurtenances which may be necessary or required in order to provide any publicly or privately owned or operated utility services (collectively, "Utility Services"), including, without limitation, electrical, gas, telephone, water, sanitary sewer, storm drainage and storm sewer services, master television and cable television services and systems, security services and systems and similar services and systems to any portions of the Developer's Property or any other real property situated adjacent to or in close proximity with the Developer's Property.

(b) The exercise of the Utility Connection Rights by any of the Owners of the Adjacent Saddle Creek Lots shall be subject to all of the following terms and conditions:

(i) Developer agrees, at its sole cost and expense, to construct and install Utility Lines to the common boundary of portions of the Adjacent Saddle Creek Lots and the Developer's Property in the locations agreed to (or deemed agreed to) by both Developer and the Owner of each Adjacent Saddle Creek Lot pursuant to the provisions of Section 1.05(b)(ii) below.

(ii) Unless Developer and the Owner of each Adjacent Saddle Creek Lot otherwise mutually agree in writing to the contrary, Developer shall construct and install Utility Lines to those locations on the common boundary of the Adjacent Saddle Creek Lot and the Developer's Property shown on Exhibit D attached hereto. To the extent Developer and the Owner of any Adjacent Saddle Creek Lot mutually agree that Utility Lines should be constructed to locations other than as shown on Exhibit D, then Developer and the Owner of such applicable Adjacent Saddle Creek Lot must, prior to the recordation of a subdivision plat for that portion of the Developer's Property situated directly adjacent to the applicable Adjacent Saddle Creek Lot, enter into a written easement agreement reflecting the actual locations to which such Utility Lines will be constructed in accordance with the provisions of Section 1.05(b)(iii) below. Developer and each Owner of the Adjacent Saddle Creek Lots, by execution hereof, covenant and agree to at all times exercise good faith efforts in attempting to reach a mutual agreement concerning the proposed location and legal description of all easements evidencing the Utility Connection Rights. To the extent no such mutual agreement is reached by both Developer and the Owner of any Adjacent Saddle Creek Lot, then Developer and the Owner of each Adjacent Saddle Creek Lot shall be deemed to have irrevocably agreed to the locations of the Utility Lines as shown on Exhibit D hereto;

(iii) The Utility Connection Rights shall be evidenced by easements to be granted by Developer to the Owners of the Adjacent Saddle Creek Lots, which easements shall (1) be granted at the time that Developer is then developing that portion of the Developer's Property situated directly adjacent to each applicable Adjacent Saddle Creek Lot, (2) be evidenced by either (A) written easement agreements to be executed by Developer in favor of the applicable Owner of the Adjacent Saddle Creek Lot which shall be recorded in the Probate Office or (B) easements to be specifically reserved for public

utilities in any of the recorded subdivision plats for any of the Developer's Property and (3) be located only on those portions of Developer's Property as may be mutually agreed (or deemed agreed) to by Developer and the Owners of the applicable Adjacent Saddle Creek Lots, as provided in Section 1.05(b)(ii) above;

(iv) The Owner of any Adjacent Saddle Creek Lot who exercises the Utility Connection Rights shall, at such Owner's sole cost and expense, be solely responsible for constructing, operating, maintaining and replacing any and all Utility Lines to be constructed on any portion of such Owner's Adjacent Saddle Creek Lot to serve such Owner's Adjacent Saddle Creek Lot and any other portions of the Saddle Creek Property (it being the understanding and agreement of all parties hereto that Developer shall have no obligation to alter, amend, change or replace any of the Utility Lines on Developer's Property or to construct, install, maintain repair or replace any Utility Lines on any Adjacent Saddle Creek Lot);

(v) All Utility Lines shall be located underground;

(vi) The installation of any Utility Lines by Developer and any of the Owners shall be undertaken in a good and workmanlike manner and in accordance with all statutes, laws, ordinances, code provisions, rules, regulations and requirements of all applicable governmental agencies and those utility companies having jurisdiction over the installation, operation, maintenance and use of any of the Utility Lines or which otherwise provide any Utility Services through the Utility Lines;

(vii) The Owners exercising the Utility Connection Rights shall be solely responsible for (1) constructing, installing, maintaining, repairing and replacing all Utility Lines on any of the Adjacent Saddle Creek Lots, (2) paying all costs and expenses relating to the installation of all meters for any of the Utility Services and (3) paying any and all reservation, tap, impact and other fees, all service, use and demand fees and charges and any other costs and expenses of any nature charged by any utility company or governmental agency in connection with Utility Services being provided to the Owners through or by use of any of the Utility Connection Rights;

(viii) Subject to the terms and provisions of this Section 1.05(b)(viii), the Utility Connection Rights may be utilized to serve any of the Saddle Creek Property, but not further or otherwise. Subject to the terms and provisions of this Section 1.05(b)(viii), without the prior written consent of Developer, which consent may be withheld by Developer in its sole and absolute discretion, no Owner shall (1) extend any Utility Lines to serve or provide any Utility Services to any real property located outside of the Saddle Creek Property or (2) transfer or assign the Utility Connection Rights granted herein to any other person or any other real property (other than any present or subsequent owners of the Saddle Creek Property). Notwithstanding anything provided herein to the contrary, the terms and provisions of this Section 1.05(b)(viii) shall automatically expire and be of no further force or effect from and after ten (10) years from the date of the Agreement;

(ix) Each Owner exercising the Utility Connection Rights shall and does hereby indemnify, agree to defend and hold Developer, its successors and assigns, harmless

from and against any and all actions, causes of action, liabilities, losses, claims, damages, costs and expenses, including reasonable attorneys' fees, suffered, paid or incurred by Developer or its successors and assigns as a result of the violation by such Owner and such Owner's agents, employees, contractors and invitees of any of the terms and provisions of this Section 1.05, including, specifically, any violations of applicable law resulting from the exercise of the Utility Connection Rights (other than the initial installation of the Utility Lines by Developer pursuant to Section 1.05(b)(i) above).

(c) Subject to the terms and provisions of Section 1.05(b)(viii) above which limit, restrict or prohibit the assignment of any of the rights granted pursuant to this Section 1.05, the terms and provisions of this Section 1.05 shall be binding upon and inure to the benefit of Developer, the Owners and their respective heirs, executors, successors and assigns.

1.06 Construction of Roadway and Private Gates. Developer shall, at its sole cost and expense, construct the Roadway and any applicable Utility Lines on the Roadway Property for use by and for the benefit of all of the Developer's Property and any other real property owned by Developer or Daniel (as defined in Article II hereof). Developer covenants and agrees, at its sole cost and expense, to construct and install those three (3) electronic gates (the "Gates") along Saddle Creek Trail and adjacent to the Roadway (to be constructed by Developer on the Roadway Property), in the approximate locations as shown on Exhibit D attached hereto and incorporated herein by reference. The Gates will be substantially similar to the electronic gate which is currently utilized for the development known as The Crest at Greystone which is part of the "Greystone" development situated in the City of Hoover, Shelby County, Alabama. The Gates shall be completed at such time as Developer completes construction of the Roadway on the Roadway Property. Developer shall repair any damage to any of the existing roadways serving the Saddle Creek Property caused by Developer's construction of the Roadway, any of the Utility Lines or the Gates. From and after completion of construction of the Gates, the Owners shall be responsible for any and all maintenance costs relating to the maintenance, repair, operation and use of such Gates, including, specifically, paying any and all utility bills relating thereto. By execution hereof, the Owners (a) consent to and approve of the construction by Developer of the (i) Road and Utility Lines on, across and upon Saddle Creek Trail and Saddle Creek Drive in order to provide access to and from Developer's Property and other real property developed or to be developed by Developer or Daniel, as defined in Article II below, as part of the "Greystone" development and (ii) Gates at the locations as shown on Exhibit D hereto and (b) agree to assume all costs and expenses relating to the operation, ownership, maintenance and repair of the Gates from and after completion of installation of the same by Developer.

1.07 Right of First Offer.

(a) Developer covenants and agrees to provide written notice (the "Offer Notice") to the Owner (the "Affected Owner") of each Adjacent Saddle Creek Lot at the time that Developer desires to develop any Single-Family Lots on that portion of the Developer's Property (other than on any of those portions of the Saddle Creek Property owned by Developer) which is situated directly adjacent to and abutting the Affected Owner's Adjacent Saddle Creek Lot. The Offer Notice shall (i) identify that portion of the Developer's Property which Developer desires to develop and sell as Single-Family Lots (the "First Offer Property"), (ii) state the minimum price which Developer would be willing to sell such First Offer Property to a third party (as set forth on any price list, if any, which may be published by Developer for such First Offer Property) and any other terms relating to the sale of such First Offer Property and (iii) specify a closing date for such First Offer Property which shall be no sooner than 45 days after the date on which

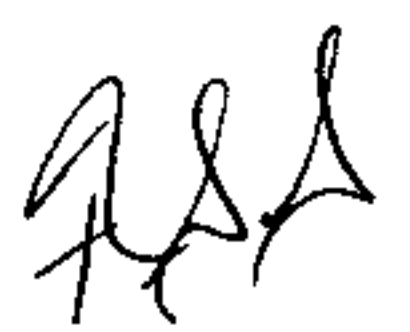
an Affected Owner provides written notice to Developer, as provided below, exercising the Right of First Offer. The Affected Owner shall, on or before thirty (30) days following the giving of the Offer Notice, have the right (the "Right of First Offer") to elect to purchase the First Offer Property described in the Offer Notice by providing written notice thereof to Purchaser. If the Affected Owner timely exercises the Right of First Offer, then such Affected Owner shall purchase and Developer agrees to sell the First Offer Property on the terms and conditions set forth in the Offer Notice on or before the closing date specified in the Offer Notice. The Right of First Offer (if timely accepted by the Affected Owner) shall be enforceable by an action for specific performance by either Developer or the Affected Owner. Notwithstanding anything provided herein to the contrary, the Right of First Offer does not apply to any of the Saddle Creek Property owned by Developer.

(b) If any Affected Owner fails to notify Developer in writing of his or her election to exercise the Right of First Offer on or before thirty (30) days following the giving of Offer Notice, then (i) the Affected Owner shall be deemed to have irrevocably waived the Right of First Offer with respect to the First Offer Property described in such Offer Notice and (ii) the Affected Owner agrees to execute and deliver to Developer within five (5) days following written request therefor any and all releases or other instruments requested by Developer to evidence the waiver of the Right of First Offer with respect to the First Offer Property. In the event any Affected Owner fails to execute and deliver to Developer any requested releases or other documents requested pursuant to the terms and provisions of this Section 1.07(b), then Developer shall have the right, at its option, to either (1) exercise the power of attorney granted in Section 1.07(c) below or (2) enforce the terms and provisions of this Section 1.07(b) by appropriate legal action. If the Right of First Offer has been waived or deemed waived by any Affected Owner, then the Right of First Offer set forth in this Section 1.07 shall automatically terminate, be deemed null and void and of no further force or effect.

(c) The Owner of each Adjacent Saddle Creek Lot for himself/herself and each of his or her heirs, executors, successors and assigns, does hereby irrevocably constitute and appoint Developer (and each successor and assign of Developer) as his or her true and lawful attorney-in-fact in his or her name, place and stead, to do any and all acts and to execute any and all documents which may be necessary or, in the opinion of Developer, desirable, to effect the release and waiver of the Right of First Offer set forth in this Section 1.07. Any such documents executed by Developer as attorney-in-fact for any Owner of any Adjacent Saddle Creek Lot shall contain (i) a certificate of Developer certifying that the Offer Notice was given to an Affected Owner and that such Affected Owner failed to exercise the Right of First Offer with respect to such Offer Notice within the time period specified in this Section 1.07 and (ii) a copy of the applicable Offer Notice. Such document shall be recorded in the Probate Office and, upon recordation of the same, shall constitute and be deemed the irrevocable and unconditional waiver and release by the Affected Owner named therein of the Right of First Offer granted herein. The foregoing 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 any Owner of any of the Adjacent Saddle Creek Lots and shall be binding on such Affected Owner and his or her respective heirs, executors, administrators, personal representatives, successors and assigns and anyone having any interest in such Affected Owner's Adjacent Saddle Creek Lot.

(d) Notwithstanding anything provided herein to the contrary, the Right of First Refusal set forth herein shall not apply to any portion of Developer's Property (including, specifically, the Golf Course Lot) which may be developed for Golf Course Purposes, as defined in Article II below.

1.08 Amendments to Article I. The terms and provisions of Sections 1.01 through Section 1.07, inclusive, may be amended at any time and from time to time by a written amendment to this



Agreement executed by Developer and the Owner or Owners of any portion of the Adjacent Saddle Creek Lots which are directly affected by such proposed amendment; provided, however, that any such amendment shall only be applicable to and binding upon Developer and the Owner(s) of the applicable Adjacent Saddle Creek Lot who have consented to and approved such amendment.

ARTICLE II

Amendments to Declaration

2.01 Approved Uses of Saddle Creek Property by Developer. The Declaration is amended by adding the following thereto as Paragraph 11:

"11. Approved Uses of Property by Developer.

(a) Notwithstanding anything provided in this Declaration to the contrary, Developer, Daniel Oak Mountain Limited Partnership, an Alabama limited partnership or any affiliates thereof (collectively, "Daniel"), and any of their respective successors and assigns may, in their sole discretion and at their sole cost and expense, construct, install, maintain, use, operate, and replace on the Roadway Property a Roadway and a below ground golf cart/pedestrian tunnel (which shall be built to the then applicable standards and specifications of the City and which Roadway may be either a public or private roadway) and Utility Lines, as may be necessary or desired in connection with the development of the Developer's Property or any other real property situated adjacent to or in close proximity with the Developer's Property (collectively the "Ancillary Uses").

(b) Notwithstanding anything provided in this Declaration to the contrary, any portion of the real property subject to the terms of this Declaration may be used for Golf Course Purposes, as herein defined. As used herein, the term "Golf Course Purposes" shall mean and include golf courses and related improvements, facilities and amenities, including, without limitation, maintenance buildings, golf car storage areas, parking facilities, clubhouses (which may include and may contain, among other uses, administrative offices, pro shops, restrooms, locker rooms, kitchens, grills, food and beverage preparation and consumption areas and other areas and improvements normally and customarily found in club houses of golf courses or county clubs), on-course restroom facilities, structures, buildings, tents, grandstands, pavilions and other facilities and improvements which may be utilized in connection with golf tournaments and any other buildings, structures and improvements as are normally and customarily found at ~~public or~~ private golf courses and country clubs; provided, however, that lighting shall not be allowed on any driving range or practice areas. Any such golf course shall be maintained in a manner substantially consistent with the existing golf course

(c) The use and development of any portion of the Saddle Creek Property owned by Daniel, Developer or any of their affiliates and any of their respective successors and assigns for Golf Course Purposes and any of the Ancillary Uses (i) is hereby deemed to be approved by all Owners, (ii) shall not constitute or be deemed a violation of any of the terms and provisions of the Declaration and (iii) shall not constitute or be deemed a nuisance or create any objectionable condition, as defined in Paragraphs 1 or 2 of the Declaration.

☐ known as Greystone Golf Club with-
in the Greystone Development, sit-
uated in the City of Hoover, Shelby
County, Alabama.



(d) In the event of any conflict or ambiguity between the terms and provisions of this Paragraph 11 and any of the other terms and provisions of the Declaration, the terms and provisions of this Paragraph 11 shall at all times control."

2.02 **Amendment.** The terms and provisions of this Article II may be modified or amended only with the prior written consent of Developer and the then Owners of at least two-thirds (2/3rds) of the acreage of the Saddle Creek Property.

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

2.04 **Ratification of Declaration.** The Owners, by execution hereof, do hereby ratify the Declaration in its entirety, as amended by the terms and provisions of this Agreement, and do hereby acknowledge and agree that the Declaration, as amended and modified by this Agreement.

ARTICLE III

Easements to Roadway Property and Other Common Areas

3.01 **Grant of Easements to Roadway Property.** If and to the extent Developer purchased or acquires any portion of the Golf Course Lot, Developer grants to Gary G. Crumpton and wife, Cheri H. Crumpton, Henry ~~E.~~ McKay and wife, Sarah ~~E.~~ McKay, Albert E. Willis and wife, Laura S. Willis and Samuel H. Chastain and wife, Pamela O. Chastain and their respective heirs, executors, personal administrators, successors and assigns (collectively, the "Benefitted Parties") a permanent, perpetual and non-exclusive easement over, across, through and upon the Roadway to be constructed by Developer on the Roadway Property in order to provide vehicular and pedestrian access to and from the Saddle Creek Property owned by the Benefitted Parties. The easements granted herein shall be used by the Benefitted Parties in common with Developer and its successors and assigns (including all future owners of any real property owned or developed by Developer or Daniel who may be granted easement rights with respect to the Roadway Property) and shall be appurtenant to and benefit the Saddle Creek Property owned by the Benefitted Parties. The easement granted herein shall be deemed a covenant running with the land and shall inure to the benefit of and be binding upon Developer and each of the Benefitted Parties and their respective heirs, executors, personal representatives, administrators, successors and assigns.

3.02 **Grant of Easements to Common Amenities.** Developer does hereby grant to each and every Owner of any portion of the Saddle Creek Property and their respective heirs, executors, administrators, personal representatives, successors and assigns, forever, a permanent, perpetual and non-exclusive easement and right to use all of the private roadways and streets and all other common areas and common amenities constructed on any portion of the Developer's Property, which easement and use right shall be utilized in common with Developer, all other owners of any portion of the Developer's Property and any other parties having any interest therein. In connection therewith, Developer agrees to provide the Owners of the Saddle Creek Property with any access codes, cards, stickers, permits or passes necessary in order for the Owners of the Saddle Creek Property to utilize any of the foregoing described private roadways. Each Owner of any portion of the Saddle Creek Property, for such Owner and their respective heirs, executors, personal representatives, administrators, successors and assigns, does hereby covenant and agree to abide by all traffic rules and regulations adopted from time to time by Developer, its successors and assigns, with respect to the utilization of any of the foregoing described roadways so long as such rules and



regulations are applied on a uniform, non-discriminatory basis to all other persons or entities owning any portion of the Developer's Property.

3.03 **Amendments.** The terms and provisions of this Article III may only be amended with the prior written consent and approval of Developer and the then owners of Lots 1A, 1B, 1C and 1D, according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Probate Office.

ARTICLE IV

Golf Course Development and Remedies

4.01 **Failure to Develop Golf Course.** Notwithstanding anything provided to the contrary in this Agreement, if Developer has not developed any portion of the Saddle Creek Farms Property owned by Developer for Golf Course purposes on or before five (5) years from the date of this Agreement, then this entire Agreement shall automatically cease, terminate, be deemed null and void and none of the parties hereto shall have any further rights or obligations hereunder.

4.02 **Remedies.** In the event any of the parties hereto violate any of the terms and provisions of this Agreement or fail to perform any of their respective obligations hereunder, then the non-defaulting parties hereto shall have the right, at their respective option, to commence and maintain an action at law or in equity to enforce compliance by the defaulting party of all of the terms and provisions of this Agreement. If any such legal action is undertaken, the prevailing party or parties in any such action shall be entitled to recover from the non-prevailing party or parties all costs and expenses incurred in such action, including, without limitation, court costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, the Owners have executed this Agreement as of the day and year first above written.

(a.) commenced construction of a golf course on any portion of the Golf Course lot owned by developer on or before one (1) year from the date of this agreement or (b.) completed construction of a golf course on any portion of the Golf Course lot owned by developer (which completion shall be evidenced by the opening of such golf course for play), on or before August 13, 2002,

IN WITNESS WHEREOF, the Owners have executed this Agreement as of the day and year first above written.

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SIGNATURE PAGES FOR OWNERS

The undersigned Owners hereby adopt and approve the Agreement with Respect to Establishment of Certain Restrictions and Other Agreements and First Amendment to Declaration of Restrictions.

Dated as of the 13 day of August, 1998.

Gary G. Crumpton
Gary G. Crumpton
Cheri H. Crumpton
Cheri H. Crumpton

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gary G. Crumpton and wife, Cheri H. Crumpton, 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 13 day of August, 1998.

Frances A. Stanford
Notary Public

[NOTARIAL SEAL]

My Commission Expires: March 6, 1999

Handwritten initials

SIGNATURE PAGES FOR OWNERS

The undersigned Owners hereby adopt and approve the Agreement with Respect to Establishment of Certain Restrictions and Other Agreements and First Amendment to Declaration of Restrictions.

Dated as of the 13 day of August, 1998.

Samuel H. Chastain

Samuel H. Chastain

Pamela O. Chastain

Pamela O. Chastain

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Samuel H. Chastain and wife, Pamela O. Chastain, 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 13 day of August, 1998.

Francis L. Stanford

Notary Public

[NOTARIAL SEAL]

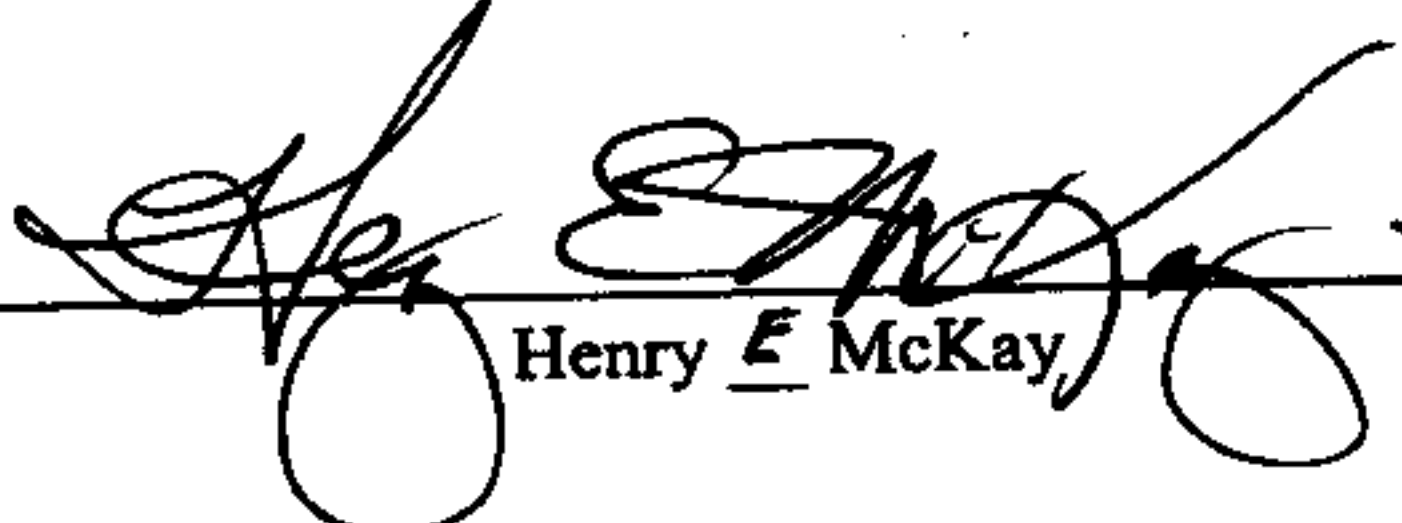

My Commission Expires: March 6, 1999

Handwritten initials


SIGNATURE PAGES FOR OWNERS

The undersigned Owners hereby adopt and approve the Agreement with Respect to Establishment of Certain Restrictions and Other Agreements and First Amendment to Declaration of Restrictions.


Dated as of the 13 day of August, 1998.


Henry E McKay

Sara L McKay
sm

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

 I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Henry E McKay and wife, Sara L McKay, 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 13 day of August, 1998.


Notary Public

[NOTARIAL SEAL]

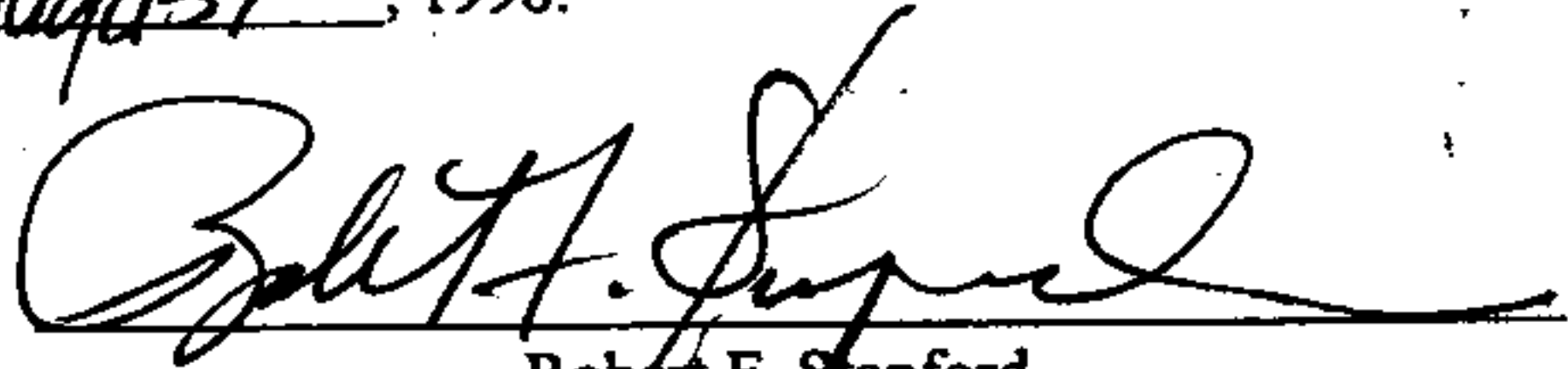
My Commission Expires: March 6, 1999



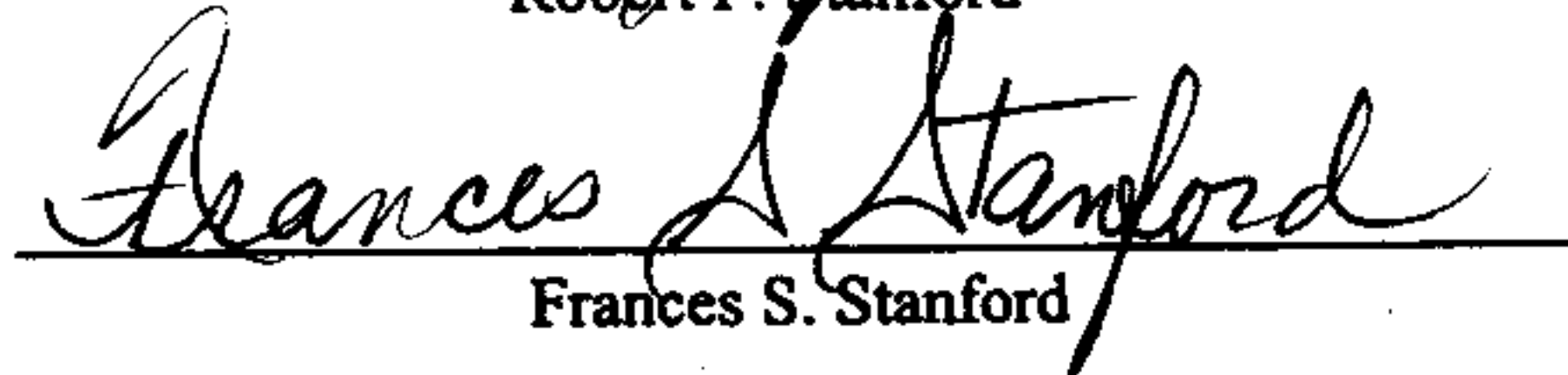
SIGNATURE PAGES FOR OWNERS

The undersigned Owners hereby adopt and approve the Agreement with Respect to Establishment of Certain Restrictions and Other Agreements and First Amendment to Declaration of Restrictions.

Dated as of the 13 day of August, 1998.



Robert F. Stanford



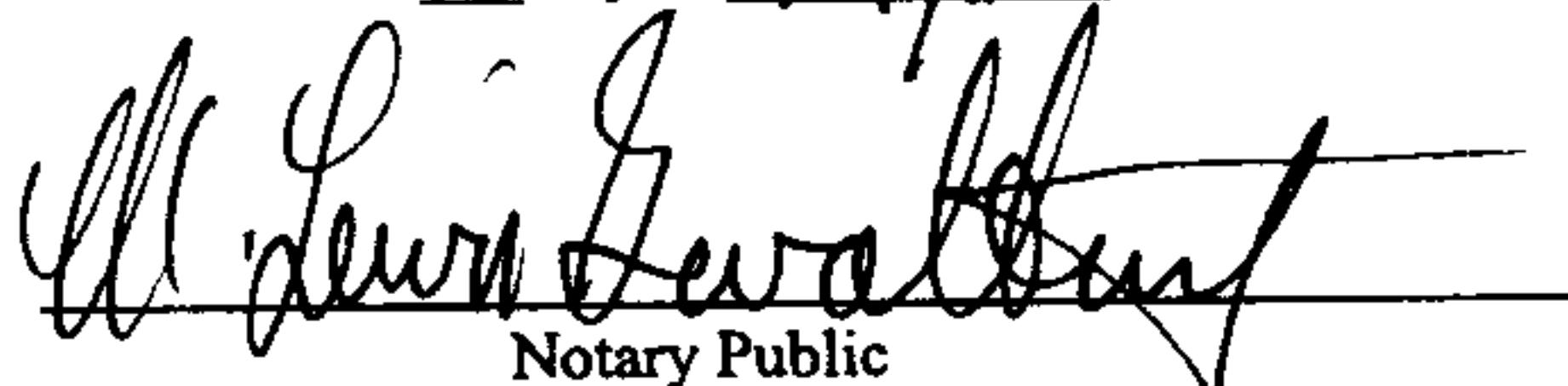
Frances S. Stanford

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert F. Stanford and wife, Frances S. Stanford, 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 13 day of August, 1998.



Notary Public

[NOTARIAL SEAL]

My Commission Expires: 1-27-2001

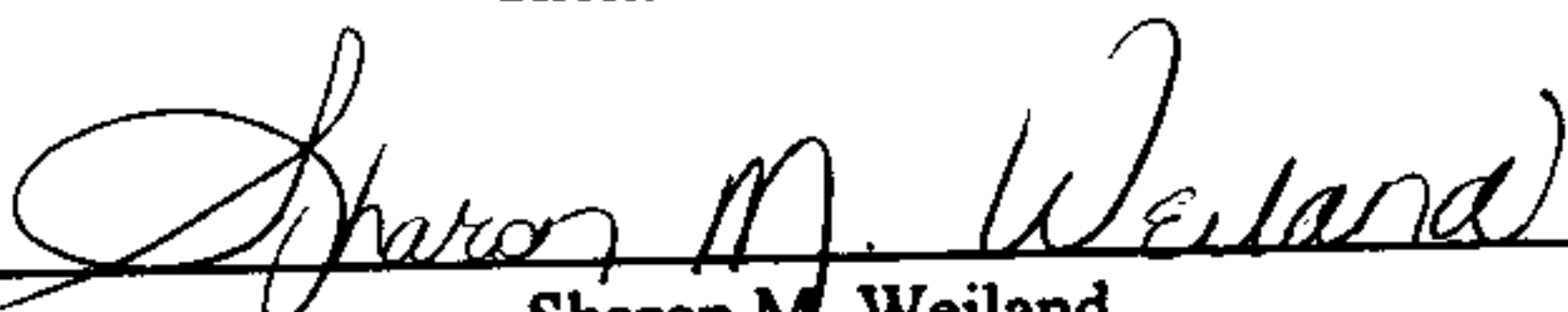


SIGNATURE PAGES FOR OWNERS

The undersigned Owners hereby adopt and approve the Agreement with Respect to Establishment of Certain Restrictions and Other Agreements and First Amendment to Declaration of Restrictions.

Dated as of the 13 day of August, 1998.



Richard G. Weiland


Sharon M. Weiland

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard G. Weiland and wife, Sharon M. Weiland, 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 13 day of August, 1998.


Notary Public

[NOTARIAL SEAL]

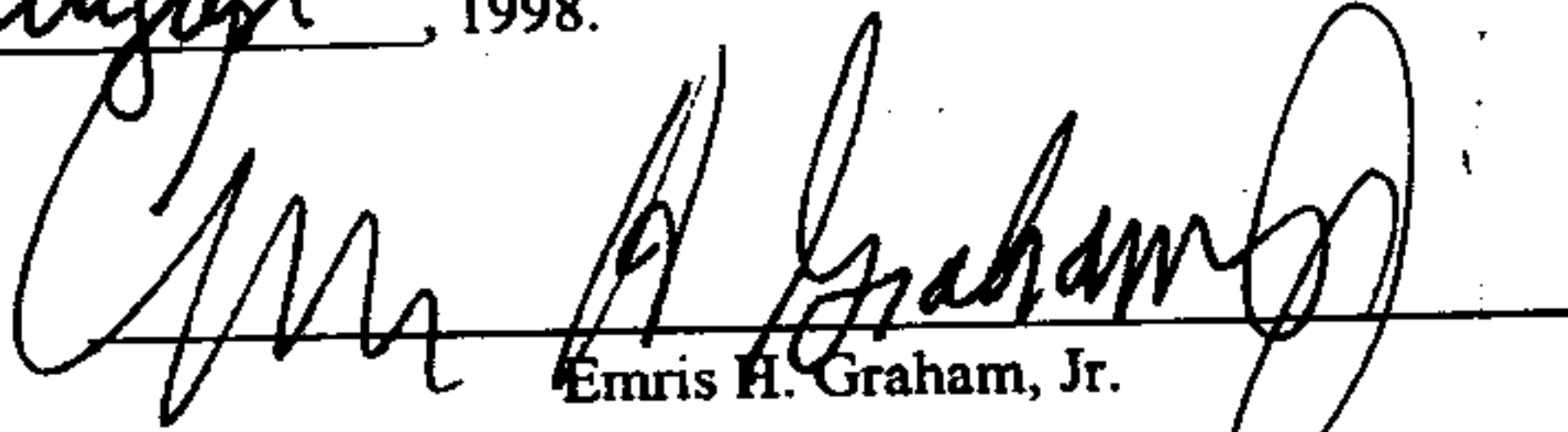
My Commission Expires: March 6, 1999



SIGNATURE PAGES FOR OWNERS

The undersigned Owners hereby adopt and approve the Agreement with Respect to Establishment of Certain Restrictions and Other Agreements and First Amendment to Declaration of Restrictions.

Dated as of the 14th day of August, 1998.

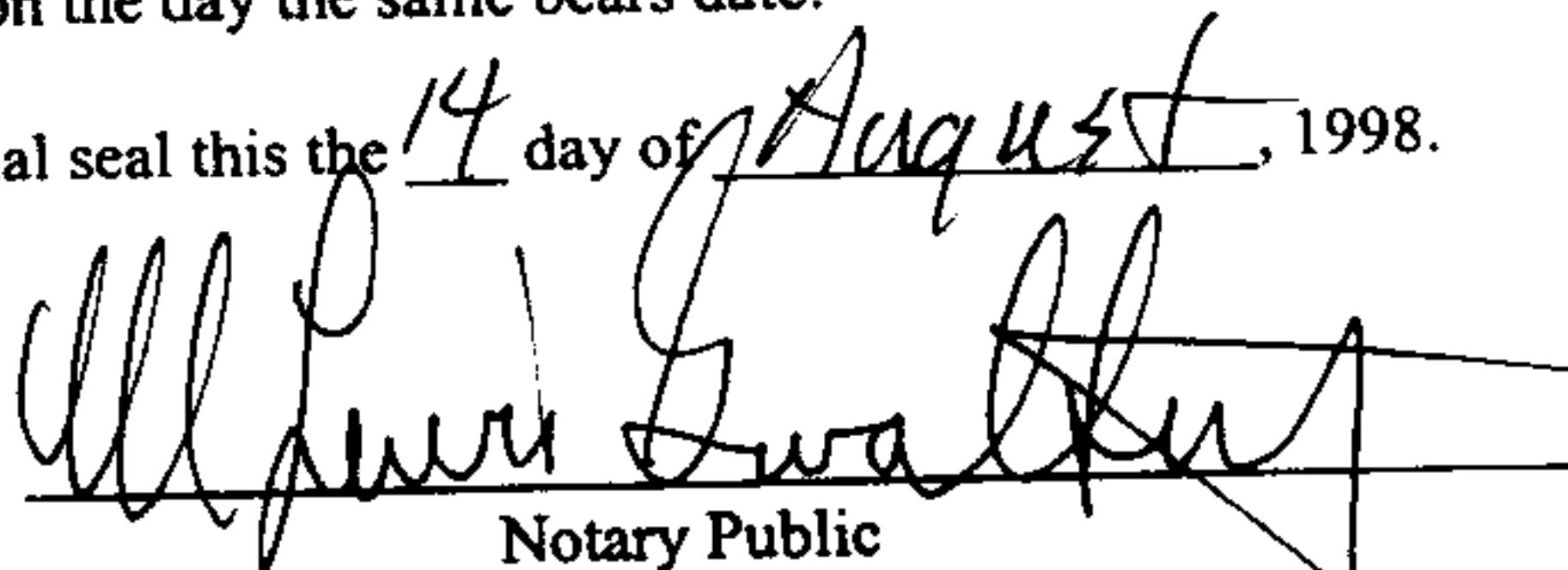

Emris H. Graham, Jr.


Sharon D. Graham

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Emris H. Graham, Jr. and wife, Sharon D. Graham, 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 14 day of August, 1998.


Notary Public

[NOTARIAL SEAL]

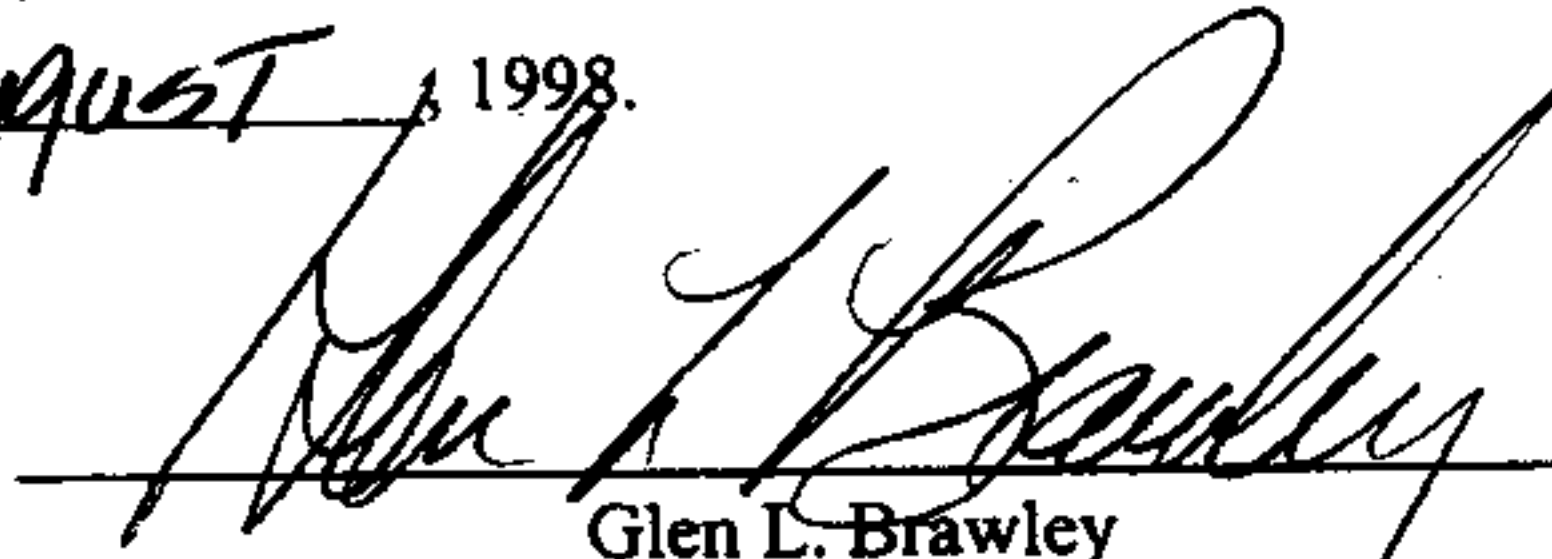
My Commission Expires: 1-27-2001

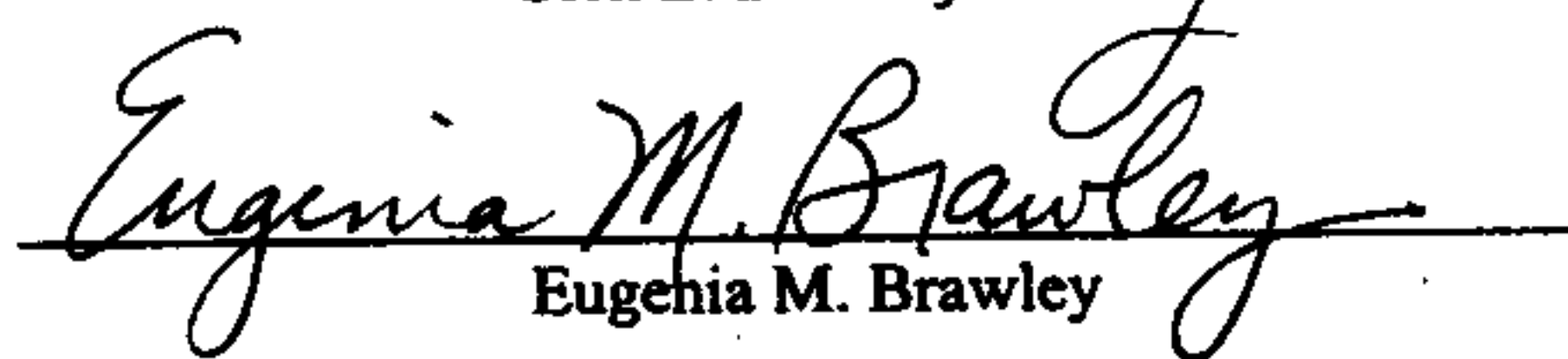


SIGNATURE PAGES FOR OWNERS

The undersigned Owners hereby adopt and approve the Agreement with Respect to Establishment of Certain Restrictions and Other Agreements and First Amendment to Declaration of Restrictions.

Dated as of the 13 day of August, 1998.

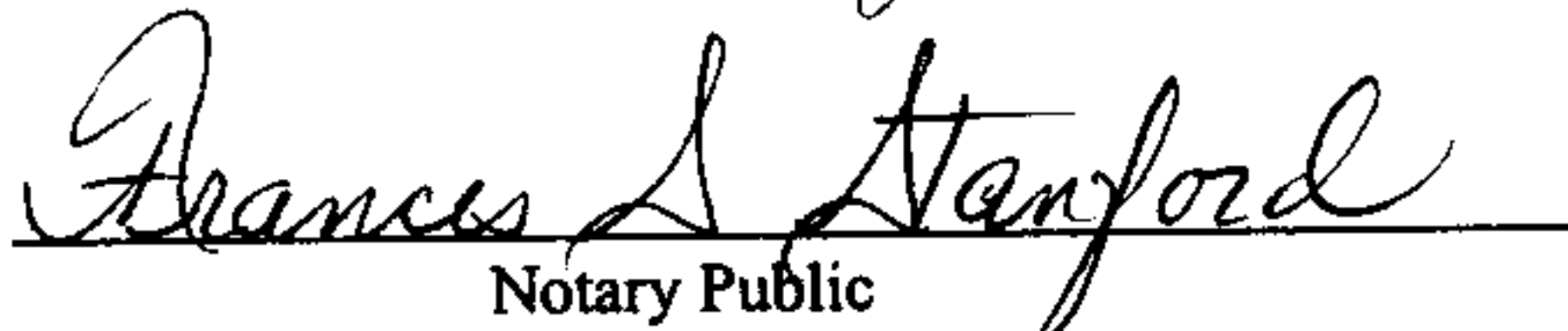

Glen L. Brawley


Eugenia M. Brawley

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Glen L. Brawley and wife, Eugenia M. Brawley, 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 13 day of August, 1998.


Notary Public

[NOTARIAL SEAL]

My Commission Expires: March 6, 1999

SIGNATURE PAGES FOR OWNERS

The undersigned Owners hereby adopt and approve the Agreement with Respect to Establishment of Certain Restrictions and Other Agreements and First Amendment to Declaration of Restrictions.

Dated as of the 13 day of August, 1998.

D Wade Joiner

~~Wade D. Joiner~~ D. Wade Joiner DWJ

Carla D. Joiner

Joiner
Carla D. CJ

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

DWJ ~~D. Wade Joiner~~ I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ~~Wade D. Joiner~~ and wife, Carla D. Joiner, 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 13 day of August, 1998.

Frances A. Stanford
Notary Public

[NOTARIAL SEAL]

My Commission Expires: March 6, 1999

ASL

SIGNATURE PAGES FOR OWNERS

The undersigned Owners hereby adopt and approve the Agreement with Respect to Establishment of Certain Restrictions and Other Agreements and First Amendment to Declaration of Restrictions.

Dated as of the 16th day of August, 1998.

**GREYSTONE DEVELOPMENT COMPANY,
L.L.C., an Alabama limited liability company**

By: DANIEL REALTY COMPANY, an Alabama
general partnership, Its Co-Manager

By: Daniel Equity Partners Limited Partnership,
Its Managing Partner

By: Daniel Equity Corporation I, Its General
Partner

By: [Signature]
Its: Chairman

By: THE CWD, L.L.C., an Alabama limited liability
company, Its Co-Manager

By: _____
Charles W. Daniel, Its Managing Member

[Signature]

SIGNATURE PAGES FOR OWNERS

The undersigned Owners hereby adopt and approve the Agreement with Respect to Establishment of Certain Restrictions and Other Agreements and First Amendment to Declaration of Restrictions.

Dated as of the 16 day of August, 1998.

**GREYSTONE DEVELOPMENT COMPANY,
L.L.C., an Alabama limited liability company**

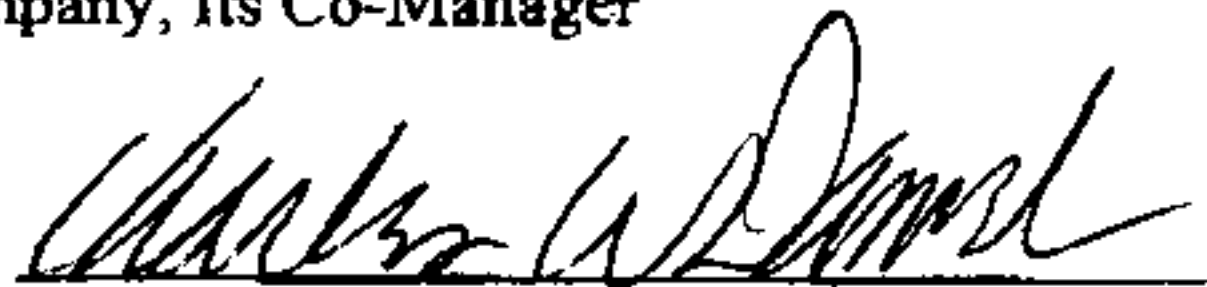
By: DANIEL REALTY COMPANY, an Alabama
general partnership, Its Co-Manager

By: Daniel Equity Partners Limited Partnership,
Its Managing Partner

By: Daniel Equity Corporation I, Its General
Partner

By: _____
Its: _____

By: THE CWD, L.L.C., an Alabama limited liability
company, Its Co-Manager

By: 
Charles W. Daniel, Its Managing Member

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that T. Charles Tickle whose name as Chairman of Daniel Equity Corporation I, a Virginia corporation, as General Partner of Daniel Equity Partners Limited Partnership, as Managing Partner of Daniel Realty Company, an Alabama general partnership, as Co-Manager of Greystone Development Company, 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 corporation in its capacity as aforesaid.

Given under my hand and official seal this the 16th day of August, 1998.

Shirley D. Ellis

Notary Public

[NOTARIAL SEAL]

My Commission Expires: 3/30/2002

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles W. Daniel whose name as Managing Member of The CWD, L.L.C., an Alabama limited liability company, as Co-Manager of Greystone Development Company, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company in his capacity as Co-Manager of Greystone Development Company, L.L.C.

Given under my hand and official seal this the ___ day of _____, 1998.

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

ASD

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ of Daniel Equity Corporation I, a Virginia corporation, as General Partner of Daniel Equity Partners Limited Partnership, as Managing Partner of Daniel Realty Company, an Alabama general partnership, as Co-Manager of Greystone Development Company, 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 corporation in its capacity as aforesaid.

Given under my hand and official seal this the ____ day of _____, 1998.

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles W. Daniel whose name as Managing Member of The CWD, L.L.C., an Alabama limited liability company, as Co-Manager of Greystone Development Company, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company in his capacity as Co-Manager of Greystone Development Company, L.L.C.

Given under my hand and official seal this the 16 day of August, 1998.

Paula C. Johnson
Notary Public

[NOTARIAL SEAL]

My Commission Expires: August 27, 2001

EXHIBIT A

OWNERSHIP OF PROPERTY

<u>Name of Owner</u>	<u>Legal Description of Property Owned</u>	<u>Gross Acreage of Property Owned</u>
Albert E. Willis and wife, Laura S. Willis	Lot 1A, according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Office of the Judge of Probate of Shelby County, Alabama (the " <u>Probate Office</u> ")	10.00
Gary G. Crumpton and wife, Cheri H. Crumpton	Lot 1B, according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Probate Office	11.40
Samuel H. Chastain and wife, Pamela O. Chastain	Lot 1C, according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Probate Office	10.00
Henry ___ McKay and wife, Sarah ___ McKay	Lot 1D, according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Probate Office	10.10
Robert F. Stanford and wife, Frances S. Stanford	Lot 1E, according to the Survey of Lot 1E, Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Probate Office	40.50
Vera Aukes Moor	Lot 3, according to the Survey of Saddle Creek Farms, as recorded in Map Book 14, Page 5 in the Probate Office	40.60
Richard G. Weiland and wife, Sharon M. Weiland	Lot 4A, according to the Survey of Saddle Creek Farms, as recorded in Map Book 14, Page 5 in the Probate Office	10.10
Vera Aukes Moor	Lot 4B, according to the Survey of Saddle Creek Farms, as recorded in Map Book 14, Page 5 in the Probate Office	10.50
Emris H. Graham, Jr. and wife, Sharon D. Graham	Lot 4C, according to the Resurvey of Lots 4C and 4D, Saddle Creek Farms, as recorded in Map Book 14, Page 19 in the Probate Office	12.07

<u>Name of Owner</u>	<u>Legal Description of Property Owned</u>	<u>Gross Acreage of Property Owned</u>
Greystone Development Company, L.L.C.	Lot 4D, according to the Resurvey of Lots 4C and 4D, Saddle Creek Farms, as recorded in Map Book 14, Page 19 in the Probate Office	8.04
Glen L. Brawley and wife, Eugenia M. Brawley	Lot 5A, according to the Survey of Saddle Creek Farms, as recorded in Map Book 14, Page 5 in the Probate Office	11.10
Greystone Development Company, L.L.C.	Lot 5B, according to the Survey of Saddle Creek Farms, as recorded in Map Book 14, Page 5 in the Probate Office	9.50
Wade D. Joiner	Lot 5C, according to the Survey of Saddle Creek Farms, as recorded in Map Book 14, Page 5 in the Probate Office	10.00
Greystone Development Company, L.L.C.	Lot 5D, according to the Survey of Saddle Creek Farms, as recorded in Map Book 14, Page 5 in the Probate Office	<u>10.00</u>
TOTAL GROSS ACREAGE		<u>203.91</u>

EXHIBIT B

LEGAL DESCRIPTION OF 450 ACRE TRACT

Any portion of the following described real property which is situated within 400 feet of the real property defined as the "Adjacent Saddle Creek Lots" in Exhibit C attached hereto:

Commence at a 3 inch capped iron pipe marking the Northeast corner of Section 22, Township 18 South, Range 1 West; run thence South 88 deg. 57 min. 05 sec. West along the North line of said Section 22 for 1318.81 feet to the Northwest corner of the NE 1/4 of NE 1/4 of Section 22, being the point of beginning; run thence South 0 deg. 34 min. 32 sec. East along the West line of the East 1/2 of the Northeast 1/4 of said Section 22 for 2665.12 feet to the Southwest corner of SE 1/4 of NE 1/4 of said Section 22; run North 88 deg. 52 min. 07 sec. East along the South line of the East 1/2 of the Northeast 1/4 of said Section 22 for 1324.55 feet to the Southeast corner of the SE 1/4 of NE 1/4 of said Section 22; run thence South 0 deg. 40 min. 07 sec. East along the East line of said Section 22 for 1331.29 feet to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 18 South, Range 1 West; run thence North 32 deg. 47 min. 48 sec. East for 4795.81 feet to the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 18 South, Range 1 West; run thence North 30 deg. 58 min. 42 sec. East for 2549.52 feet to the East line of NW 1/4 of SE 1/4 of said Section 14; run thence North for 500.00 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 14; run thence South 89 deg. 11 min. 31 sec. West along the North line of the south 1/2 of said Section 14 for 2654.14 feet to the Northeast corner of the NW 1/4 of SW 1/4 of said Section 14; run thence South 0 deg. 24 min. 10 sec. East for 1333.55 feet to the Southeast corner of the NW 1/4 of the SW 1/4 of said Section 14; run thence South 89 deg. 11 min. 37 sec. West for 1324.95 feet to the Southwest corner of the NW 1/4 of the SW 1/4 (being the West line of Section 14); run thence North 0 deg. 29 min. 15 sec. West along the West line of said Section 14 for 1333.50 feet to the Northeast corner of the East 1/2 of the Southeast 1/4 of Section 15, Township 18 South, Range 1 West; run thence South 88 deg. 47 min. 40 sec. West along the North line of said East 1/2 of the SE 1/4 for 1321.78 feet, being the Northwest corner of the NE 1/4 of the SE 1/4 of Section 15; run thence South 0 deg. 33 min. 01 sec. East along the West line of the said East 1/2 of the Southeast 1/4 for 2663.35 feet to the point of beginning. Said land being in Sections 14, 15, 22 and 23, Township 18 South, Range 1 West, of the Huntsville Principle Meridian, Shelby County, Alabama.

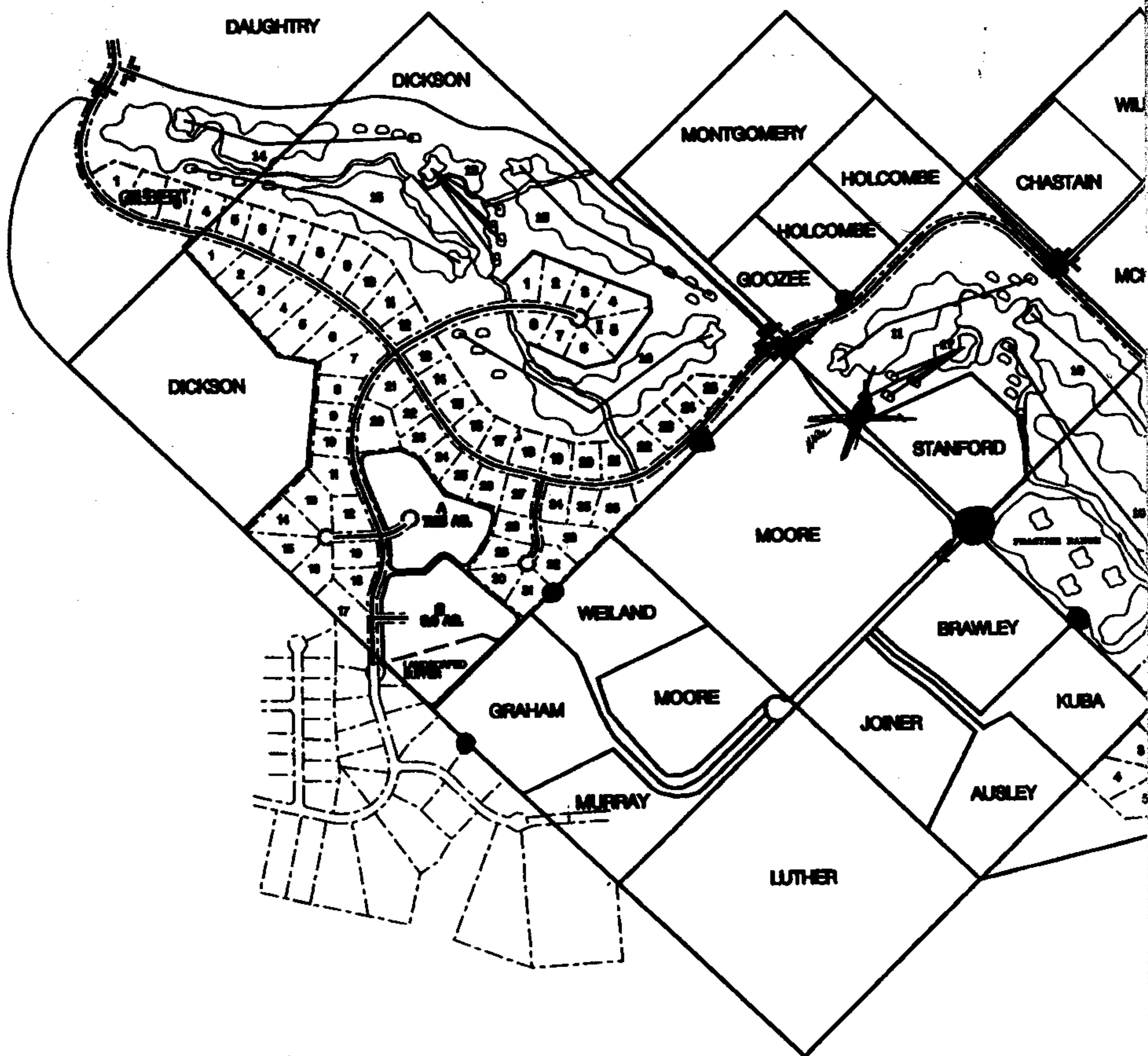
Less and except the Southwest diagonal one-half of the Southeast 1/4 of Southeast 1/4 of said Section 15, Township 18 South, Range 1 West, Shelby County, Alabama.

EXHIBIT C

ADJACENT SADDLE CREEK LOTS¹

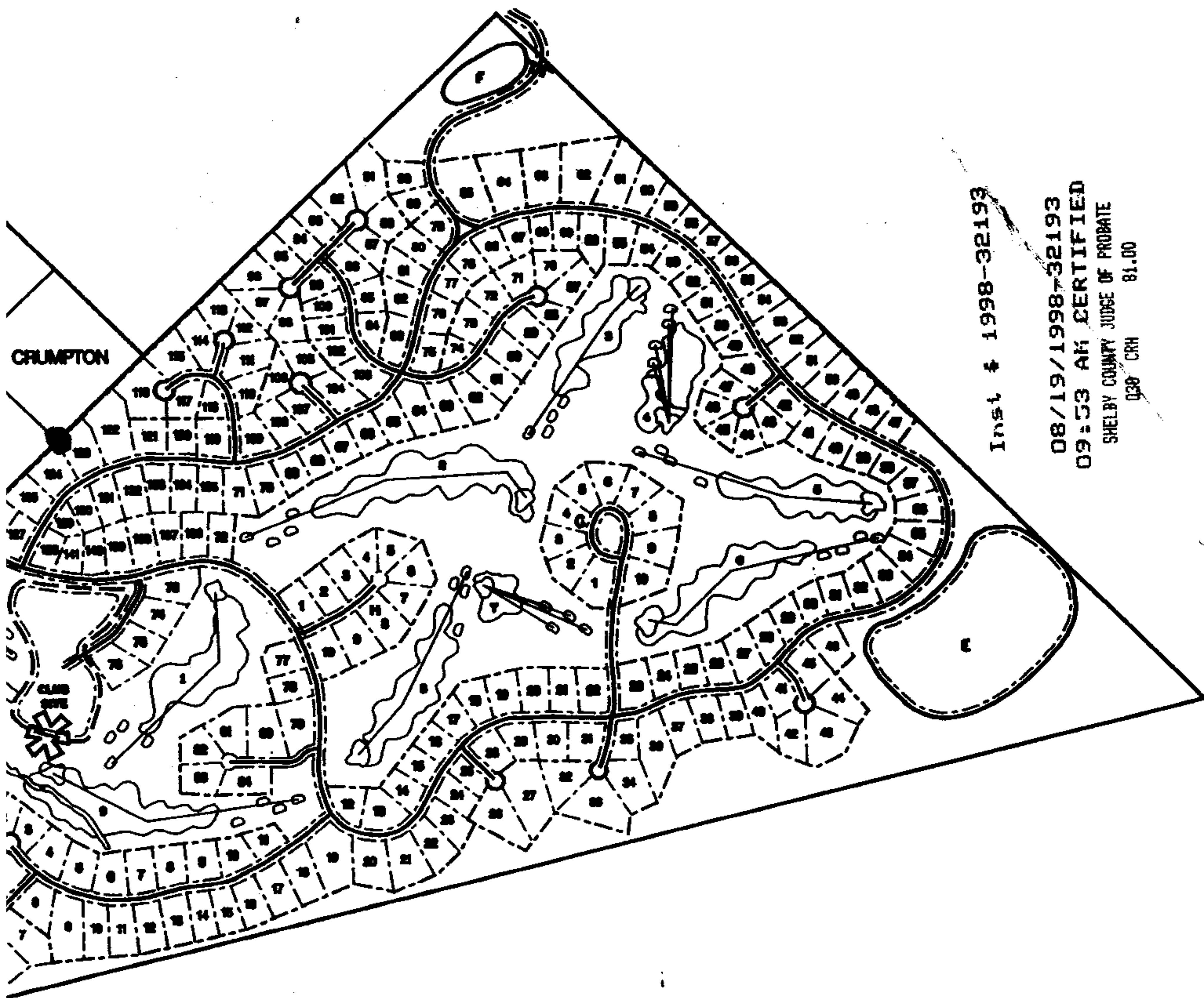
<u>Name of Owner</u>	<u>Legal Description of Adjacent Saddle Creek Lot</u>
Gary G. Crumpton and wife, Cheri H. Crumpton	Lot 1B, according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Probate Office (" <u>Crumpton - Lot 1B</u> ")
Samuel H. Chastain and wife Pamela O. Chastain	Lot 1C, according to the Survey of Saddle Creek Acres as recorded in Map Book 14, Page 8 in the Probate Office (" <u>Chastain - Lot 1C</u> ")
Henry <u>E.</u> McKay and wife, Sarah <u>L.</u> McKay sm	Lot 1D, according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Probate Office (" <u>McKay - Lot 1D</u> ")
Robert F. Stanford and wife, Frances S. Stanford	Lot 1E, according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Probate Office (" <u>Stanford - Lot 1E</u> ")
Emris H. Graham, Jr. and wife, Sharon D. Graham	Lot 4C, according to the Resurvey of Lots 4C and 4D, Saddle Creek Farms as recorded in Map Book 14, Page 19 in the Probate Office (" <u>Graham - Lot 4C</u> ")
Richard G. Weiland and wife, Sharon M. Weiland	Lot 4A, according to the Survey of Saddle Creek Farms, as recorded in Map Book 14, Page 5 in the Probate Office (" <u>Weiland - Lot 4A</u> ")
Glen L. Brawley and wife, Eugenia M. Brawley	Lot 5A, according to the Survey of Saddle Creek Farms, as recorded in Map Book 14, Page 5 in the Probate Office (" <u>Brawley - Lot 5A</u> ")

¹All references herein to the Probate Office are references to the Office of the Judge of Probate of Shelby County, Alabama.



BLALOCK GOLF ARCHITECTS
1000 1st Avenue, N.E. • Atlanta, GA 30309
404.525.1111 • FAX 404.525.1112





Inst # 1998-32193

08/19/1998-32193

09:53 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

Q30 CRH 81.00

EXHIBIT "D"

● Utility Connection Rights

7-13-98 *MRH*



Greystone

PRELIMINARY MASTER PLAN

SCALE 1" = 500'

BGA 118

NOTE: ALL PROPERTY LINES ARE APPROXIMATE

20 JUL 2000

ALL

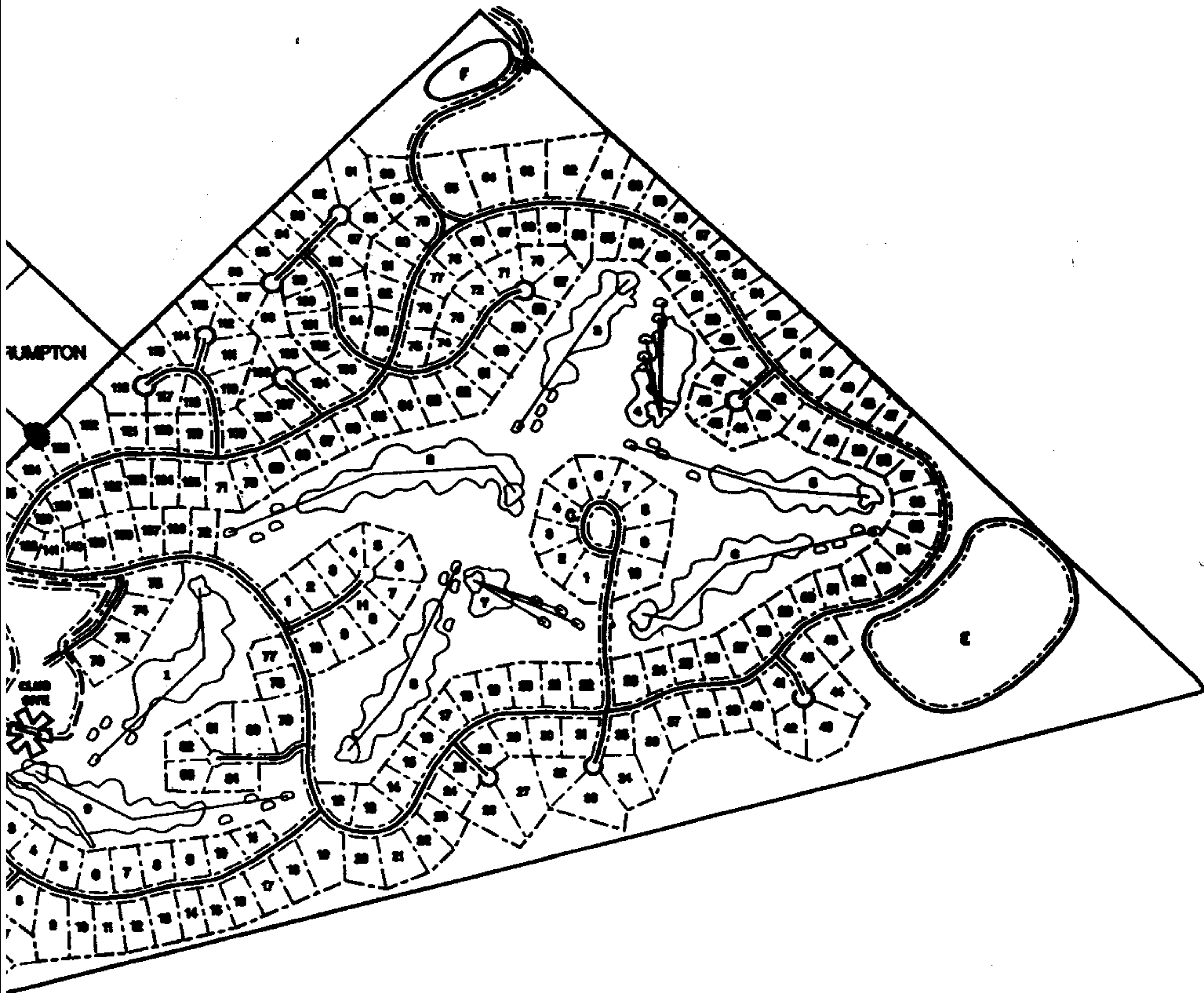


EXHIBIT "D"

● Utility Connection Rights

7-13-98 *MRH*



Greystone

PRELIMINARY MASTER PLAN

DATE 7-1-98

BGA 118

NOTE: ALL PROPERTY LINES ARE APPROXIMATE
AS SHOWN

ASL