

STATE OF ALABAMA       )  
                                     :  
COUNTY OF SHELBY       )

Inst # 2000-23869

07/17/2000-23869  
~~AGREEMENT~~ CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

*JUNE* THIS AGREEMENT (this "Agreement") <sup>010 C11</sup> <sup>34.00</sup> is made and entered into as of the 27 day of JUNE, 2000 by and among ALBERT E. WILLIS and wife, LAURA S. WILLIS (collectively, "Willis"), GARY G. CRUMPTON and wife, CHERI H. CRUMPTON (collectively, "Crumpton"), SAMUEL H. CHASTAIN and wife, PAMELA O. CHASTAIN (collectively, "Chastain"), HENRY E. McKAY and wife, SARA L. McKAY (collectively, "McKay") and GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company ("Developer").

### RECITALS:

Willis is the owner of 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 "Willis Property").

Crumpton is the owner of Lot 1B, 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 "Crumpton Property").

Chastain is the owner of Lot 1C, 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 "Chastain Property").

McKay is the owner of Lot 1D, 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 "McKay Property").

Developer is the owner of that certain real property (the "Adjacent Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

The Willis Property, the Crumpton Property, the Chastain Property, the McKay Property and the Adjacent Property are subject to the terms and provisions of a Declaration of Restrictions dated as of August 4, 1995 recorded as Instrument #1995-21524 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by Agreement with Respect to Establishment of Certain Restrictions and Other Agreements and First Amendment to Declaration of Restrictions dated as of August 13, 1998 (the "Amendatory Agreement") which has been recorded as Instrument #1998-32193 in the Office of the Judge of Probate of Shelby County, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Amendatory Agreement.*

The Crumpton Property, the Chastain Property and the McKay Property constitute Adjacent Saddle Creek Lots, as defined in the Amendatory Agreement, and the Adjacent Property is the same property described and defined as the "Golf Course Lot" in the Amendatory Agreement.

Pursuant to Section 1.04 of the Amendatory Agreement, Developer agreed that a 75-foot natural, undisturbed buffer area would be established along any portion of the Adjacent Property situated directly adjacent to and abutting the Adjacent Saddle Creek Lots.

Developer will construct portions of the Roadway and Utilities (as such terms are defined in the Amendatory Agreement) on the Adjacent Property, as more particularly shown on the preliminary plan (the "Plan") attached hereto as Exhibit B and incorporated herein by reference. That portion of the Roadway shown on Exhibit B is hereinafter referred to as the "Proposed Road".

As reflected on the Plan, the Proposed Road will be situated on the Adjacent Property and adjacent to or within 75-feet of the McKay Property and the Crumpton Property.

In connection with the construction of the Proposed Road, Developer has obtained from McKay a 50-foot permanent easement along the southwesternmost portions of the McKay Property for the purpose of constructing and installing landscaping berms and landscaping thereon.

Pursuant to Section 1.08 of the Amendatory Agreement, any modifications to Section 1.04 of the Amendatory Agreement must be approved by Developer and the Owners of any portion of the Adjacent Saddle Creek Lots directly affected by any such proposed amendment. Accordingly, Developer and Crumpton, McKay and Chastain, as the Owners of the Adjacent Saddle Creek Lots situated directly adjacent to the Proposed Road, desire to amend the Amendatory Agreement as hereinafter provided.

Developer has also agreed that, on or prior to completion of construction of the Proposed Road, Developer will, at its sole cost and expense, (a) remove the existing asphalt paving and roadbed and the asphalt turnaround which constitute Saddle Creek Drive (which is also known as Saddle Creek Circle), a private roadway which is shown and more particularly described on 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 ("Saddle Creek Drive"), (b) construct and install on the McKay Property in substantially the location shown on the Plan asphalt paving for a driveway (the "McKay Driveway") which will connect the Proposed Road to the existing driveway situated on the Crumpton Property (the "Crumpton Driveway") and (c) undertake other improvements as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Willis, Crumpton, Chastain, McKay and Developer agree as follows:

1. **Consent to Construction of Roadway, Utilities and Landscaping.** Notwithstanding anything provided to the contrary in the Amendatory Agreement, Willis, Crumpton, Chastain and McKay do hereby consent to and approve of (a) the construction by Developer of the Proposed Road substantially as shown on the Plan, (b) the installation by Developer of underground Utilities on the Adjacent Property and within the right-of-way of the Proposed Road, (c) the installation by Developer of landscaping berms and landscaping (collectively, the "Landscaping") along and upon the Adjacent Property and along the southwesternmost portion of the McKay Property in substantial accordance with the Plan and (d) the removal by Developer of the existing asphalt paving and roadbed and the asphalt turnaround which constitute Saddle Creek Drive. Willis, Crumpton, Chastain and McKay do further acknowledge and agree that, upon completion of the Proposed Road, access to and from the Willis Property, the Crumpton Property, the Chastain Property and the McKay Property will be provided over and across the Proposed Road to the McKay Driveway and then to the Crumpton Driveway. McKay, by execution hereof, grants to Willis, Crumpton and Chastain a permanent, perpetual and non-exclusive easement over and upon the McKay Driveway for the purposes of providing ingress to and egress from the Willis Property, the Crumpton Property and the Chastain Property. Crumpton, by execution hereof, grants to Willis, Chastain and McKay a permanent, perpetual and non-exclusive easement over and upon the Crumpton Driveway for the purposes of providing ingress to and egress from the Willis Property, the Chastain Property and the McKay Property. The easements granted herein by McKay and Crumpton shall be and are covenants running with the land.

2. **Covenants of Developer.**

(a) In connection with the construction of the Proposed Road, Developer will, at Developer's sole cost and expense, (i) remove the existing asphalt driveway situated on the McKay Property, as more particularly shown on the Plan, (ii) remove the existing asphalt paving and roadbed and the asphalt turnaround which constitute Saddle Creek Drive and return the same to their natural state, (iii) construct and install asphalt paving on the McKay Driveway which will be connected to the Crumpton Driveway and the Proposed Road, all as shown on the Plan, (iv) construct and install an asphalt driveway on that portion of the



Chastain Property shown on the Plan and upon that portion of the Crumpton Property (the location of which shall be mutually agreed upon by Crumpton and Chastain) which will connect with either the Crumpton Driveway and/or the McKay Driveway and (v) construct and install the Landscaping along the McKay Property and the Adjacent Property in substantial accordance with the Plan.

(b) Upon completion of the Proposed Road and the Roadway, as defined in the Amendatory Agreement, Developer (or any owners' association formed by Developer) shall maintain the Proposed Road and Roadway and the Landscaping in good repair and condition at all times. The foregoing obligations shall be a covenant running with the land binding that portion of the Adjacent Property upon which the Proposed Road and Roadway is constructed; provided, however, that upon the dedication of the Proposed Road as a public roadway to any governmental agency, Developer (or any owner's association formed by Developer) shall continue to maintain the Landscaping.

(c) In connection with the construction and installation of Utilities on the Adjacent Property, Developer covenants and agrees as follows: (i) all Utilities will be underground, (ii) Developer will, at Developer's sole cost and expense, remove the existing overhead power (electrical) poles and lines situated on the Willis Property, the Crumpton Property, the Chastain Property and the McKay Property and will cause all such power (electrical) lines to be placed underground and connected to the existing underground power (electrical) lines serving the existing single-family homes presently situated on the Willis Property, the Crumpton Property, the Chastain Property and the McKay Property and (iii) Developer will repair and replace any portion of the Crumpton Driveway damaged or destroyed by the installation of such underground power (electrical) lines.

3. **Waiver of Buffer Area Requirements.** Notwithstanding anything provided in the Amendatory Agreement to the contrary, Crumpton, McKay and Chastain do hereby waive the provisions of Section 1.04 of the Amendatory Agreement which would require Developer to establish and maintain a 75-foot natural, undisturbed buffer area along and upon any of those portions of (a) the Adjacent Property upon which the Proposed Road and underground Utilities within the right-of-way of the Proposed Road will be constructed, (b) the McKay Property upon which the McKay Driveway will be constructed, or (c) the Adjacent Property and the McKay Property upon which the Landscaping will be constructed, installed and maintained.

4. **Access to Properties.** The parties hereto acknowledge and agree that, following completion of construction of the Proposed Road, vehicular and pedestrian access to the Willis Property, the Crumpton Property, the McKay Property and the Chastain Property will be provided via the Crumpton Driveway which will connect to the McKay Driveway which will intersect with the Proposed Road in substantially the location shown on the Plan. Developer acknowledges and agrees that at such time as the Proposed Road is completed, a Gate (as defined in Section 1.06 of the Amendatory Agreement) will be installed by Developer on the McKay Driveway and/or the Crumpton Driveway in the approximate location shown on the Plan. McKay does hereby consent to the construction and maintenance of the Gate on the McKay Driveway. The costs of maintaining such Gate on the McKay Driveway shall be paid equally by the owners of the Willis Property, the Crumpton Property, the Chastain Property and the McKay Property. Willis, Crumpton, Chastain and McKay have each contemporaneously herewith transferred to Developer by quitclaim deed all of their respective right, title and interest in and to any portion of Saddle Creek Drive situated on the Adjacent Property.

5. **Binding Effect.** The terms and provisions of this Agreement shall be and are covenants, agreements and easements running with the land which shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors and assigns.

6. **Full Force and Effect.** Except as expressly modified and amended herein, all of the terms and provisions of the Amendatory Agreement shall continue in full force and effect and are incorporated herein by reference as if fully set out herein.

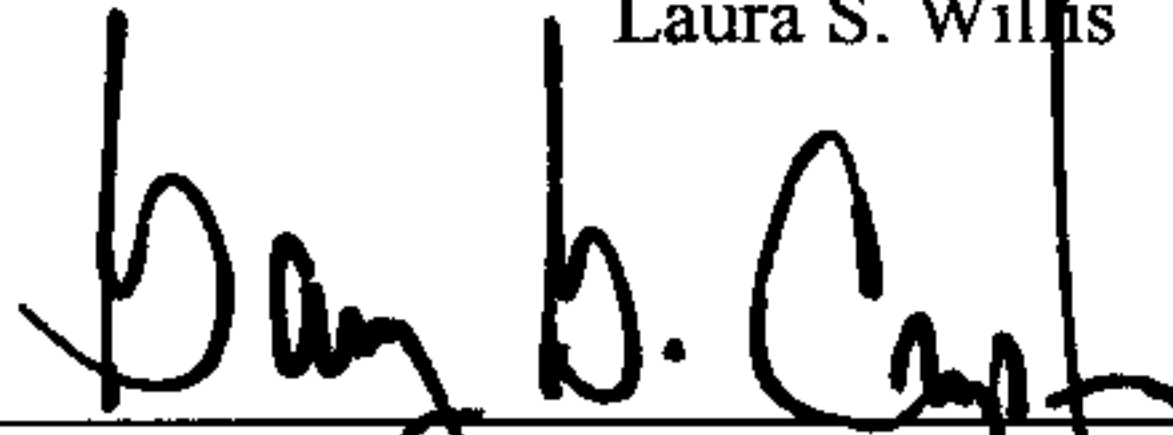
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.



Albert E. Willis



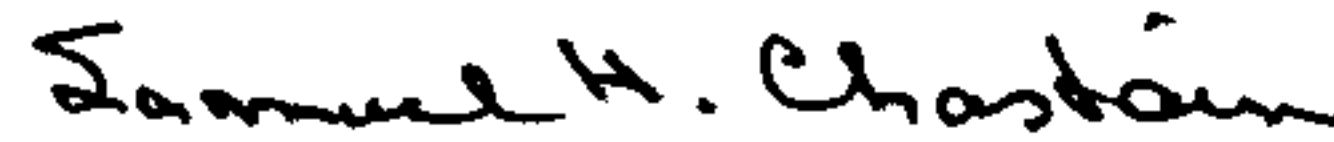
Laura S. Willis



Gary G. Crumpton



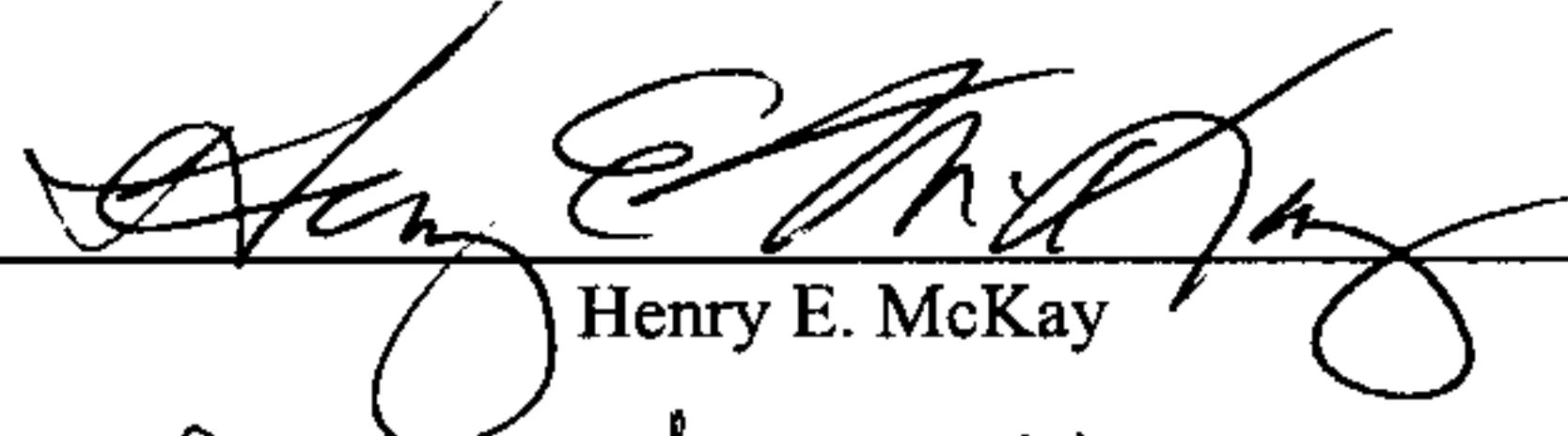
Cheri H. Crumpton



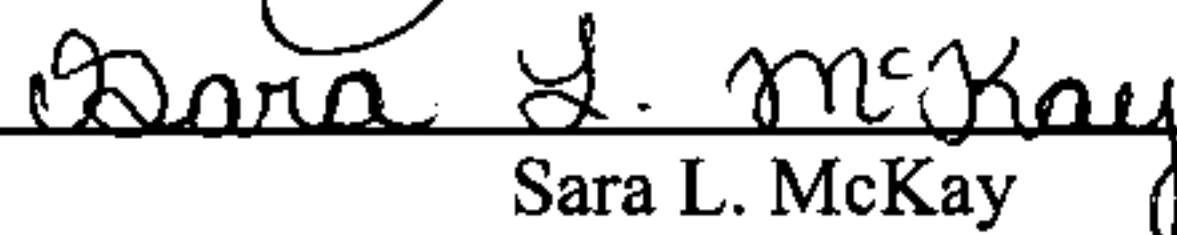
Samuel H. Chastain



Paula O. Chastain  
Paula



Henry E. McKay



Sara L. McKay

**GREYSTONE DEVELOPMENT COMPANY,  
LLC, an Alabama limited liability company**

By: DANIEL REALTY CORPORATION,  
an Alabama corporation, Its Manager

By: 

Its: VICE-PRESIDENT

STATE OF ALABAMA

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SHELBY COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Albert E. Willis and wife, Laura S. Willis, 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 27 day of June, 1999.

Diane P. Chu

Notary Public

[NOTARIAL SEAL]

My commission expires: MY COMMISSION EXPIRES NOVEMBER 5, 2003

STATE OF ALABAMA

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SHELBY COUNTY

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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 31<sup>st</sup> day of May, 2000.

Pauline Cheryl Mann

Notary Public

[NOTARIAL SEAL]

My commission expires: 12/28/02

STATE OF ALABAMA

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SHELBY COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Samuel H. Chastain and wife, Paula 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 31<sup>st</sup> day of May, 2000.

Donna L. Bonds

Notary Public

[NOTARIAL SEAL]

My commission expires: 11-02-03



STATE OF ALABAMA

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SHELBY COUNTY

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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 31<sup>st</sup> day of May, 1999.



Notary Public

[NOTARIAL SEAL]

My commission expires: 11-02-03

STATE OF ALABAMA

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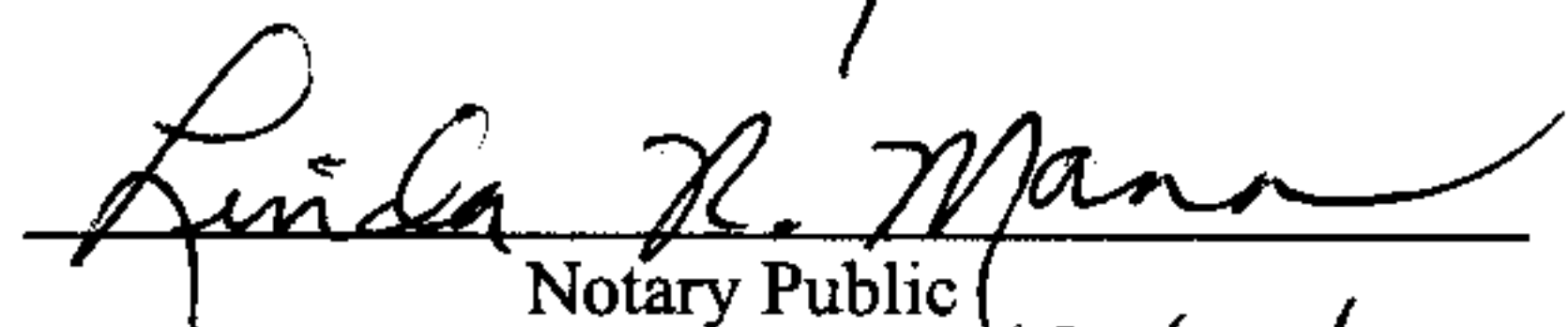
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SHELBY COUNTY

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I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that M. Lewis Gwaltney, Jr. whose name as VICE-PRESIDENT of DANIEL REALTY CORPORATION, an Alabama corporation, as Manager of GREYSTONE DEVELOPMENT COMPANY, LLC, 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 such corporation in its capacity as manager of said limited liability company.

Given under my hand and official seal this the 1<sup>st</sup> day of May, ~~1999~~ 2000.



Notary Public

[NOTARIAL SEAL]

My Commission Expires: 12/13/03

Notary Public, Alabama, State At Large  
My Commission Expires December 13, 2003

THIS INSTRUMENT PREPARED BY  
AND UPON RECORDING SHOULD BE  
RETURNED TO:  
Stephen R. Monk, Esq.  
Bradley Arant, Rose & White LLP  
2001 Park Place North  
Suite 1400  
Birmingham, Alabama 35203

## **Exhibit A**

### **Legal Description Adjacent Property**

A parcel of land situated in part of the Southwest quarter of the Northeast quarter of Section 22, Township 18 South, Range 1 West and also being a part of Lot 1-E in Saddle Creek Acres as recorded in Map Book 14 on Page 8 in the Office of Judge of Probate, Shelby County, Alabama, being more particularly described as follows:

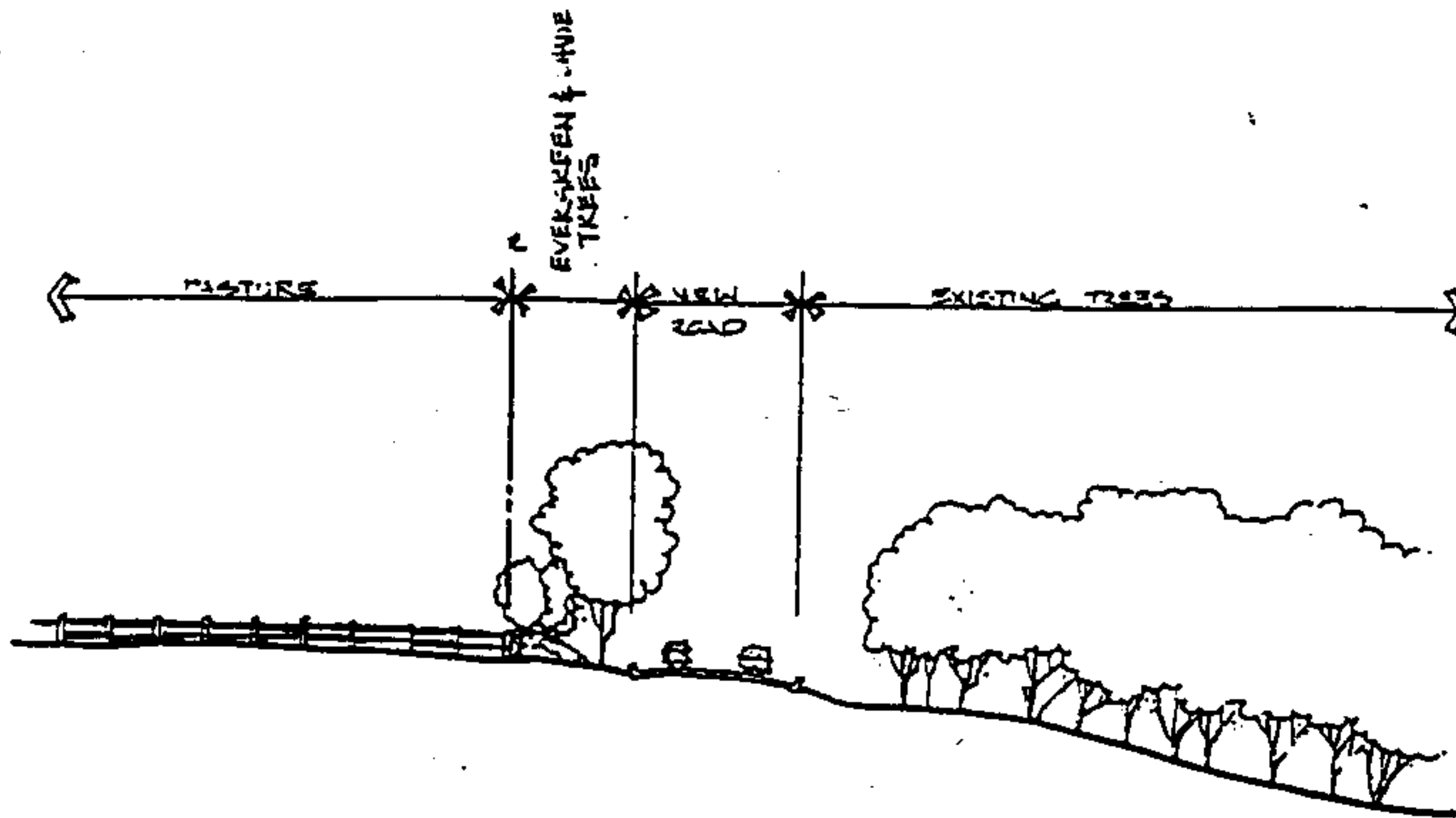
Begin at a 5/8" rebar locally accepted to be the Southwest corner of said quarter-quarter section; thence run North along the West line of said quarter-quarter section for a distance of 1,333.44 feet to a 5/8" rebar and cap; thence turn an angle to the right of 89 degrees, 22 minutes, 24 seconds and run in a Easterly direction along the North line of said quarter-quarter section for a distance of 1,321.06 feet to a 3/8" rebar found; thence turn an angle to the right of 90 degrees, 28 minutes, 00 seconds and run in a Southerly direction along the East line of said quarter-quarter section for a distance of 923.72 feet to an iron pin set; thence turn an angle to the right of 114 degrees, 26 minutes, 19 seconds and run in a Northwesterly direction for a distance of 380.92 feet to an iron pin set; thence turn an angle to the left of 21 degrees, 36 minutes, 56 seconds and run in a Westerly direction for a distance of 69.01 feet to an iron pin set; thence turn an angle to the right of 25 degrees, 59 minutes, 52 seconds and run in a Northwesterly direction for a distance of 129.02 feet to an iron pin set; thence turn an angle to the left of 83 degrees, 53 minutes, 42 seconds and run in a Southwesterly direction for a distance of 205.10 feet to an iron pin set; thence turn an angle to the right of 11 degrees, 54 minutes, 55 seconds and run in Southwesterly direction for a distance of 139.64 feet to an iron pin set; thence turn an angle to the left of 09 degrees, 01 minutes, 56 seconds and run in Southwesterly direction for a distance of 477.66 feet to an iron pin set on the South line of said quarter-quarter section; thence turn an angle to the right of 51 degrees, 39 minutes, 53 seconds and run in a Westerly direction along the South line of said quarter-quarter section for a distance 283.88 feet to the point of beginning. Said part of the Southwest quarter of the Northeast quarter containing 30.37 acres, more or less.

**Exhibit B**

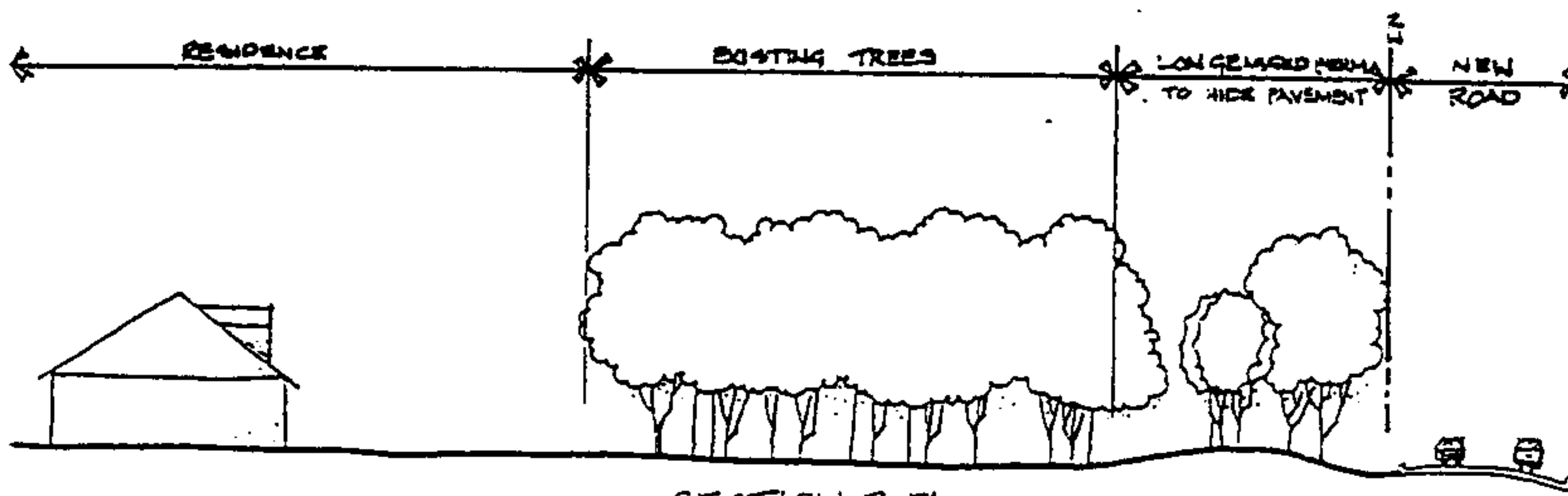
**Plan**

See Attached.



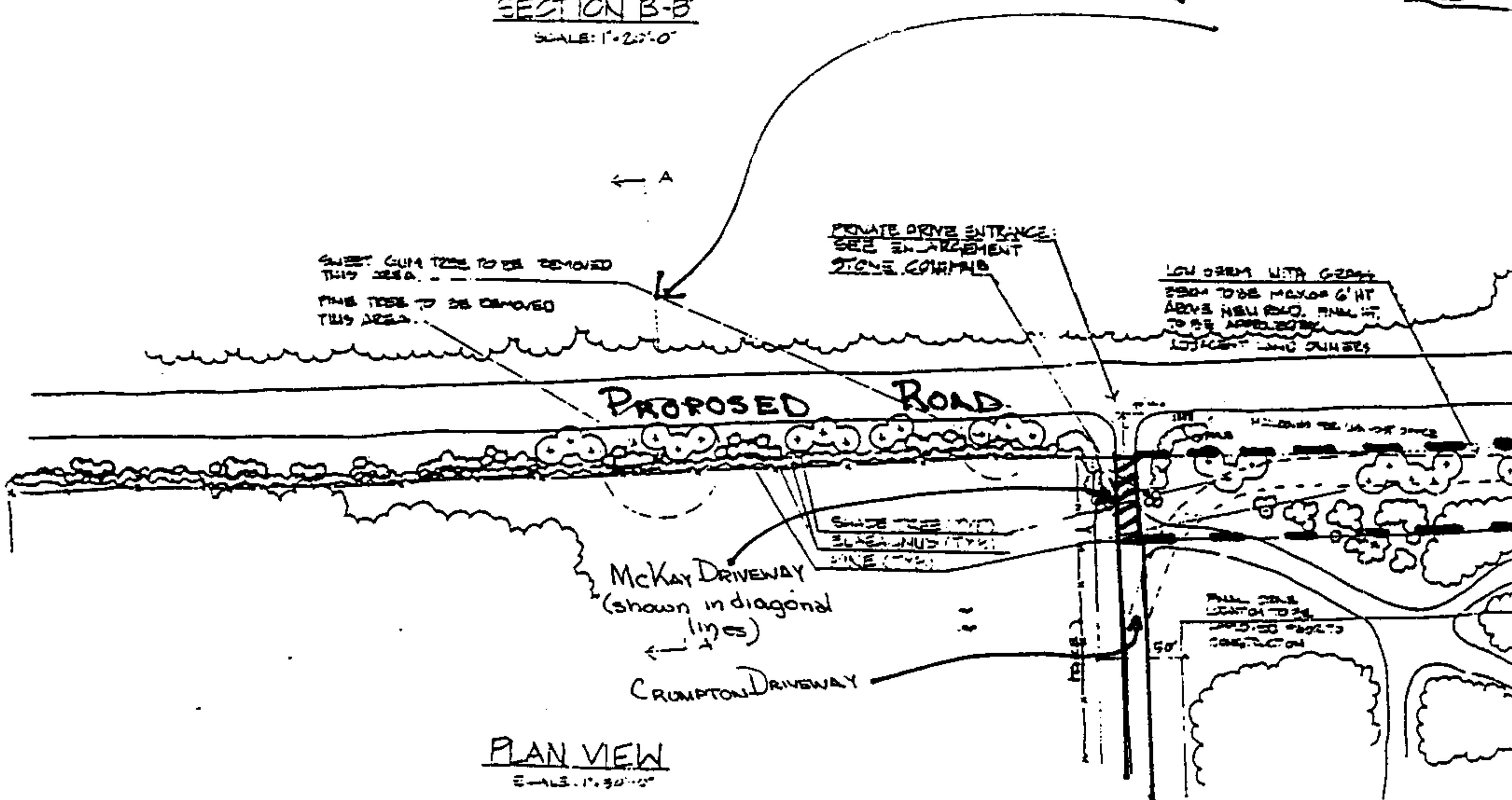


SECTION A-A'  
SCALE: 1" = 20'-0"



SECTION B-B'  
SCALE: 1" = 20'-0"

ADJACE



PLAN VIEW  
SCALE: 1" = 20'-0"

# SCHEMATIC SCREEN PLANTING GREYSTONE LEGACY

HOLCOMBE, NORTON & PRITCHETT, INC.

28 MAY 1999  
REV'D 5/1/99 0532 5/1/99  
MEETING 11/10/2000  
LAWYER'S COMMENTS  
REV'D 7/1/01

## EXHIBIT B

Inst # 2000-23869

07/17/2000-23869  
10:20 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
010 CJI 34.00

