

STATE OF ALABAMA )  
:  
COUNTY OF SHELBY )

**FIFTH AMENDMENT TO GREYSTONE  
LEGACY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

THIS FIFTH AMENDMENT TO GREYSTONE LEGACY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Fifth Amendment") is made and entered into as of the 7th day of November, 2001 by GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company (the "Developer").

**RECITALS:**

Developer has heretofore executed the Greystone Legacy Declaration of Covenants, Conditions and Restrictions dated as of December 1, 1999, which has been recorded as Instrument No. 1999-50995 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), which has been amended by (i) First Amendment thereto dated February 9, 2000 and recorded as Instrument No. 2000-04911 in said Probate Office, (ii) Second Amendment thereto dated September 28, 2000 and recorded as Instrument No. 2000-34390 in said Probate Office, (iii) Third Amendment thereto dated November 20, 2000 and recorded as Instrument No. 2000-40197 in said Probate Office and Fourth Amendment thereto dated April 26, 2001 and recorded as Instrument No. 2001-16407 in said Probate Office (collectively, the "Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

Developer desires to submit Additional Property to the terms and provisions of the Declaration, as provided in Section 2.02 of the Declaration.

NOW, THEREFORE, in consideration of the premises, Developer does hereby amend the Declaration as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.02 of the Declaration, Developer does hereby declare that the real property described in Exhibit A-5 attached hereto and incorporated herein by reference (the "Additional Property") shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, Assessments, charges, liens and regulations set forth in the Declaration, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. The Additional Property described in Exhibit A-5 attached hereto, the original Property described in the Declaration and all other real property heretofore submitted to the terms and provisions of the Declaration shall, for the purposes of the Declaration, collectively be referred to as the Property and all references in the Declaration to the Property shall mean the original Property as described in the Declaration, all other real property heretofore submitted to the terms and provisions of the Declaration and the Additional Property described herein.

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

IN WITNESS WHEREOF, Developer has caused this Fifth Amendment to be executed as of the day and year first above written.

**DEVELOPER:**

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

By: Daniel Realty Corporation, an Alabama  
Corporation, Its Manager

By: Allan Worthington  
Its: President

STATE OF ALABAMA )  
:  
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I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Allan Worthington, whose name as 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 said corporation, in its capacity as manager of said limited liability company.

Given under my hand and official seal, this the 7<sup>th</sup> day of November, 2001.

Ginger A. McCoy  
Notary Public MY COMMISSION EXPIRES AUGUST 2, 2004  
My Commission Expires: \_\_\_\_\_

This instrument prepared by and upon  
recording should be returned to:  
Stephen R. Monk, Esq.  
Bradley Arant Rose & White LLP  
2001 Park Place, Suite 1400  
Birmingham, AL 35203

**EXHIBIT A-5**

**Additional Property**

Legacy Drive, according to the Survey of Greystone Legacy, 5th Sector, Phase I as recorded in Map Book 29, Page 20 in the Probate Office of Shelby County, Alabama.

Lots 601 through 635, inclusive, according to the Survey of Greystone Legacy, 6th Sector as recorded in Map Book 29, Page 21 in the Probate Office of Shelby County, Alabama.

Inst # 2001-48193

11/07/2001-48193  
09:32 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
18.00