

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
FOR SADDLE CREEK RUN SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR SADDLE CREEK RUN SUBDIVISION (these "Restrictions"), made and entered into as of the 21st day of JANUARY, 2001, by and among **DAVID G. HOLCOMB** and wife, **GINGER J. HOLCOMB**; **GREYSTONE DEVELOPMENT COMPANY, LLC**, an Alabama limited liability company; **MARSHAL P. WORTHINGTON** and wife, **SUSAN S. WORTHINGTON**; and **LEWIS MONTGOMERY**, an unmarried man (collectively referred to herein as the "Owners").

RECITALS

A. The Owners constitute all of the owners of all the real property located within Saddle Creek Run Subdivision (the "Original Property"), situated in Shelby County, Alabama, and as set forth and depicted in (a) the Amended Map of Saddle Creek Run, as recorded in Map Book 15, Page 22, (b) the Resurvey of Lots 1 and 2, Amended Map of Saddle Creek Run, as recorded in Map Book 19, Page 109, (c) the Resurvey of Lot 3, Amended Map of Saddle Creek Run, as recorded in Map Book 27, Page 110 and (d) the Resurvey of Lot 3A of a Resurvey of Lot 3, Amended Map of Saddle Creek Run, as recorded in Map Book 27, Page 110 (collectively, the "Record Maps"), in the Probate Office of Shelby County, Alabama (the "Probate Office").

B. The Original Property has heretofore been subject to the terms and conditions of that certain Declaration of Restrictions or Saddle Creek Run Subdivision (the "Declaration"), as recorded in Real 340, Page 708, in the Probate Office.

C. The Owners desire to amend and restate the Declaration as herein provided.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein expressed, and other good and valuable considerations, the Owners do hereby covenant and agree that no one of them, their heirs, executors, administrators, successors or assigns, will convey any of the Property, as hereinafter defined, unless such conveyance is made subject to the following conditions, restrictions and limitations:

1. As used herein, the term "Property" shall mean and refer only to (a) Lots 4 and 5, according to the Amended Map of Saddle Creek Run, as recorded in Map Book 15, Page 22 in the Probate Office, (b) Lot 1-A, according to the Resurvey of Lots 1 and 2, Amended Map of Saddle Creek Run, as recorded in Map Book 19, Page 109 in the Probate Office, and (c) Lots 2B and 3B, according to the Resurvey of Lot 3A of a Resurvey of Lot 3, Amended Map of Saddle Creek Run, as recorded in Map Book 27, Page 110 in the Probate Office. The Owners acknowledge and agree that the two (2) lots designated "Golf Course Excluded Acreage" (the "Excluded Lots") on the Resurvey of Lot 3, Amended Map of Saddle Creek Run, as recorded in Map Book 27, Page 110 in

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the Probate Office are not part of the Property and shall not be subject to these Restrictions. In addition, the Excluded Lots are not a Tract (as hereinafter defined) for purposes of paragraph 8 hereof or any other purpose. Each Tract within the Property shall be used for single-family residential purposes only, with no more than one primary residence and no more than one guest house on each Tract. There shall be no commercial or industrial use of the Property; nor shall any other such commercial activities be conducted on the Property in such a fashion so as to create an objectionable condition of noise pollution, odor pollution, sanitary pollution or physical intrusion as a direct or indirect consequence of such conduct. A condition shall be deemed objectionable when it shall impair the free and proper use of adjacent properties or any portion of the Property for residential purposes.

2. No Owner or subsequent owner shall create or permit a nuisance on any part of the Property.

3. There shall not be built, maintained, or kept on any portion of the Property a cesspool, privy, or privy vault or receptacle of any kind for the storage or liquid waste, except septic tanks of an improved type satisfactory to the Shelby County Health authorities properly laid with the under-drains. No septic tanks may be constructed within twenty (20) feet of an adjoining property line. No sewer or drainage line shall be laid on any Tract within the Property which shall empty on, or become a nuisance to an adjoining Tract or the remainder of the Property, or any Owner or occupant thereof.

4. The Property consists of forty (40) acres \pm , which is further divided into five (5) separate tracts (the "Tracts") in accordance with the Record Maps. No Tract shall at any time be divided in such away as to create more than five (5) Tracts or to create a Tract that is less than four (4) acres in size.

5. All residential housing on the Property shall have a minimum square footage of 2,000 square feet in the main living areas which shall include the second story of a two story dwelling, but shall not include any area in a basement or garage, whether finished or unfinished. This restriction shall not prohibit the construction of one guest house per Tract which shall not be required to meet the minimum square footage requirements herein. Any guest house constructed on any Tract shall otherwise be subject to these Restrictions with the same force and effect as any primary residence to which such guest house is appurtenant.

6. All residences, stables, pump houses, garages, guest houses, and other out buildings, shall be set back a minimum of fifty (50) feet from any side boundary line and any back boundary line, and seventy-five (75) feet from any front boundary line.

As used herein, front boundary line shall be defined as any portion of the Property which is contiguous to or intersects with a roadway on the Property.

7. No satellite dish shall be placed on the Property in such a location that the satellite dish is visible from any roadway on the Property. Any satellite dish placed on the Property shall be constructed of black mesh material and shall be subject to all set-back requirements set forth in paragraph six hereof.

No barbed wire shall be used on any fencing on the Property. All fencing along front boundary lines shall be restricted to materials made of wood and shall have a wood facade so that only wooden materials are visible for any roadway on the Property.

8. The Owners or subsequent owners of at least four (4) of the five (5) Tracts (or if only four (4) Tracts exist at least three (3) of the four (4) Tracts) comprising the Property which is subject to these Restrictions may at any time, by a declaration to that effect, in writing, filed for record in the Probate Office of Shelby County, Alabama, terminate or modify these Restrictions as to all the Property and the owners subject thereto; provided, however that the provision of paragraph 1 above relating solely to the exclusion of the Excluded Lots from these Restrictions may not be modified or amended without the prior written consent of the owner of the Excluded Lots.

9. Enforcement of these Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein stated, either to restrain violation or to recover damages. Such enforcement action shall be brought by any Owner herein named, their heirs, executors, administrators, successors or assigns, and in the event any Owner or subsequent owner fails to act within thirty (30) days after receipt of written notice by any Owner or subsequent owner of the portion of the Property requesting enforcement action, then any Owner or subsequent owner of any portion of the Property shall have the right to institute an enforcement action hereunder. In the event any such action is brought against an Owner or subsequent owner of any portion of the Property to enforce any of the terms or provisions of these Restrictions, then the court costs and attorneys' fees incurred in such proceedings shall be taxed against the Owner or subsequent owner found in violation.

10. Invalidation of any of these Restrictions by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

11. These Restrictions shall take effect and be in full force immediately upon execution hereof by the Owners, and the same being filed for record, shall continue in force and shall be perpetual unless amended or terminated in accordance with paragraph 8 hereof. These Restrictions amend and restate the Declaration in its entirety and the Declaration is hereby canceled and terminated and shall be of no further force or effect.


12. It is understood and agreed that as a part of the consideration of these Restrictions, the parties hereto agree to conform to the foregoing conditions, limitations, and restrictions and that said conditions, limitations, and restrictions shall attach to and be a mutual covenant running with the land, and all future owners of any portion of the Property shall have the same right to invoke and enforce the provisions of these Restrictions as the Owners herein named.

13. Any deed, lease, conveyance, or contract made in violation of these Restrictions shall be void and may be set aside on petition of one or more of the parties hereto, their successors in interest, executors, administrators, successors or assigns, who shall be deemed parties to the same effect as the Owners.

14. The provisions of these Restrictions are severable. If any clause, sentence, or paragraph of these Restrictions is declared invalid or unconstitutional, such declaration shall not affect any other provision hereof.

15. The Owners hereby consent to and approve (a) the resubdivision creating Lot 2B and Lot 3B, according to the Resurvey of Lot 3A of a Resurvey of Lot 3, Amended Map of Saddle Creek Run, recorded in Map Book 27 Page 110, in the Probate Office, and (b) the exclusion of the Excluded Lots from the applicability of these Restrictions.

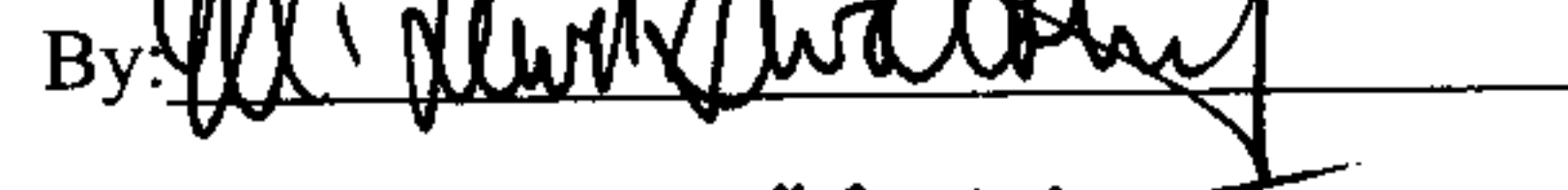
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 21st day of JANUARY, 2001.

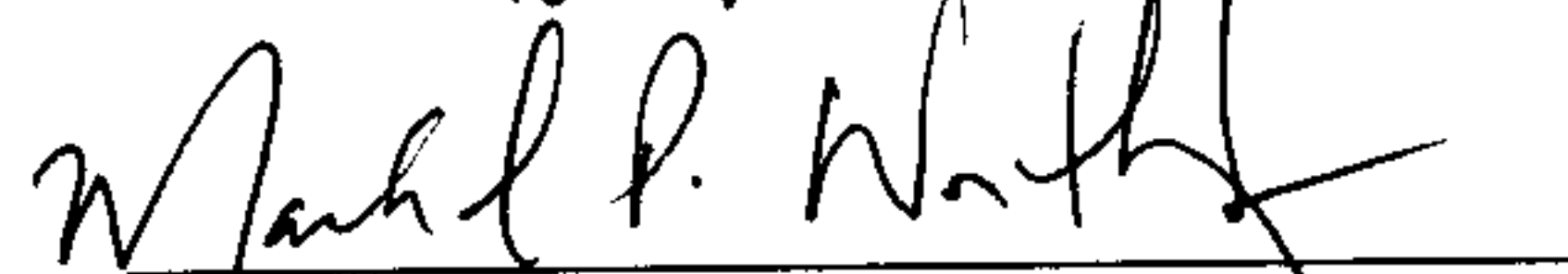

DAVID G. HOLCOMB


GINGER J. HOLCOMB

GREYSTONE DEVELOPMENT COMPANY,
LLC, an Alabama limited liability company

By: DANIEL REALTY CORPORATION,
Its Manager

By: 
Its: VICE-PRESIDENT


MARSHAL P. WORTHINGTON


SUSAN S. WORTHINGTON


LEWIS MONTGOMERY

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county in said State, hereby certify that DAVID G. HOLCOMB and GINGER J. HOLCOMB, 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 18th day of January, 2002.

Kathy S. Curran
NOTARY PUBLIC
My Commission Expires: 1/14/03

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that M. Lewis Gawa Henry, 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 the 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 on this the 21st day of January, 2002.

Shirley D. Ellis
NOTARY PUBLIC
My Commission Expires: 3/30/2002

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said county in said State, hereby certify that MARSHAL P. WORTHINGTON and SUSAN S. WORTHINGTON, 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 9th day of August, 2001.

Shirley D. Elli
NOTARY PUBLIC
My Commission Expires: 3/30/2002

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that LEWIS MONTGOMERY, 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 19th day of December, 2001.

X Stacy L. Morris
NOTARY PUBLIC
My Commission Expires: 9-15-02

Prepared By:
Kathryn S. Carver
Attorney at Law
1950 Stonegate Drive, Suite 350
Birmingham, Alabama 35242

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