


STATE OF ALABAMA)
:
COUNTY OF SHELBY)


20030424000253400 Pg 1/3 17.00
Shelby Cnty Judge of Probate, AL
04/24/2003 14:33:00 FILED/CERTIFIED

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

THIS NINTH AMENDMENT TO GREYSTONE LEGACY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Ninth Amendment") is made and entered into as of the 24th day of April, 2003 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, (iv) Fourth Amendment thereto dated April 26, 2001 and recorded as Instrument No. 2001-16407 in said Probate Office, (v) Fifth Amendment thereto dated November 7, 2001 and recorded as Instrument No. 2001-48193 in said Probate Office, (vi) Sixth Amendment thereto dated August 22, 2002 and recorded as Instrument No. 20020823000401390 in said Probate Office and (vii) Seventh Amendment thereto dated as of September 30, 2002 and recorded as Instrument No. 20021003000479580 in said Probate Office, and (viii) Eighth Amendment thereto dated as of February 20, 2003 and recorded as Instrument No. 20030220000107790 in said Probate Office. (collectively, with this Ninth Amendment, 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-9 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-9 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 Ninth 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: Chris A. Brown
Its: Sr. Vice President

STATE OF ALABAMA)
:
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Chris A. Brown, whose name as Sr. 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 said corporation, in its capacity as manager of said limited liability company.

Given under my hand and official seal, this the 24th day of April, 2003.

Debbie D. Stephens
Notary Public
My Commission Expires: 4-10-2006

This instrument prepared by and upon
recording should be returned to:
Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
One Federal Place, 1819 Fifth Avenue North
Birmingham, AL 35203

EXHIBIT A-9

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Additional Property

Lots 824 through 833, inclusive, Lots 836 through 840, inclusive, Lots 844 through 853, inclusive, Lots 859 through 862, inclusive, according to the Survey of Greystone Legacy, 8th Sector, Phase II, as recorded in Map Book 31, Pages 54 A, B and C in the Probate Office of Shelby County, Alabama and as recorded in Map Book 209, Page 80 in the Probate Office of Jefferson County, Alabama.