

STATE OF ALABAMA )  
:  
COUNTY OF SHELBY )

**TWENTY-FIFTH AMENDMENT TO GREYSTONE  
RESIDENTIAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

THIS TWENTY-FIFTH AMENDMENT TO GREYSTONE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Twenty-Fifth Amendment") is made and entered into as of the 8th day of September, 2003 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership (the "Developer").

**R E C I T A L S:**

Developer has heretofore executed the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990 which has been recorded in Real 317, Page 260 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 June 6, 1991 and recorded in Real Book 346, Page 942 in said Probate Office, (ii) Second Amendment thereto dated December 20, 1991 and recorded in Real Book 378, Page 904 in said Probate Office, (iii) Third Amendment thereto dated March 26, 1992 and recorded in Real Book 397, Page 958 in said Probate Office, (iv) Fourth Amendment thereto dated August 21, 1992 and recorded as Instrument No. 1992-17890 in said Probate Office, (v) Fifth Amendment thereto dated January 27, 1993 and recorded as Instrument No. 1993-03123 in said Probate Office, (vi) Sixth Amendment thereto dated April 13, 1993 and recorded as Instrument No. 1993-10163 in said Probate Office, (vii) Seventh Amendment thereto dated June 11, 1993 and recorded as Instrument No. 1993-16982 in said Probate Office, (viii) Eighth Amendment thereto dated July 16, 1993 and recorded as Instrument No. 1993-20968 in said Probate Office, (ix) Ninth Amendment thereto dated October 21, 1993 and recorded as Instrument No. 1993-32840 in said Probate Office, (x) Tenth Amendment thereto dated July 25, 1994 and recorded as Instrument No. 1994-23329 in said Probate Office, (xi) Eleventh Amendment thereto dated March 30, 1995 and recorded as Instrument No. 1995-08111 in said Probate Office, (xii) Twelfth Amendment thereto dated September 1, 1995 and recorded as Instrument No. 1995-24267 in said Probate Office, (xiii) Thirteenth Amendment thereto dated November 29, 1995 and recorded as Instrument No. 1995-34231 in said Probate Office, (xiv) Fourteenth Amendment thereto dated December 11, 1995 and recorded as Instrument No. 1995-35679 in said Probate Office, (xv) Fourteenth Amendment thereto dated June 18, 1996 and recorded as Instrument No. 1996-19860 in said Probate Office, (xvi) Fifteenth Amendment thereto dated November 12, 1996 and recorded as Instrument No. 1996-37514 in said Probate Office, (xvii) Sixteenth Amendment thereto dated December 3, 1996 and recorded as Instrument No. 1996-39737 in said Probate Office, (xviii) Seventeenth Amendment thereto dated January 24, 1997 and recorded as Instrument No. 1997-02534 in said Probate Office, (xix) Eighteenth Amendment thereto dated May 14, 1997 and recorded as Instrument No. 1997-17533 in said Probate Office, (xx) Nineteenth Amendment thereto dated September 18, 1997 and recorded as Instrument No. 1997-30081 in said Probate Office, (xxi) Twentieth Amendment thereto dated November 26, 1997 and recorded as Instrument No. 1997-38614 in said Probate Office, (xxii) Twenty-First Amendment thereto dated January 25, 1999 and recorded as Instrument No. 1999-03331 in said Probate Office, (xxiii) Twenty-Second Amendment

*Daniel Corporation*

thereto dated February 12, 1999 and recorded as Instrument No. 1999-06309 in said Probate Office, (xxiv) Twenty-Third Amendment thereto dated November 22, 1999 and recorded as Instrument No. 1999-47817 in said Probate Office and (xxv) Twenty-Fourth Amendment thereto dated July 17, 2002 and recorded as Instrument No. 20020717000334280 in said Probate Office (collectively, with this Twenty-Fifth Amendment, the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

The Developer is the owner of Lot 17B, according to a Resurvey of Lots 16A and 17A of a Resurvey of Lots 16 and 17, Greystone, 8th Sector, Phase I and Acreage as recorded in Map Book 31, Page 142 in the Office of the Judge of Probate of Shelby County, Alabama (the "Excluded Property"). Pursuant to the Sixteenth Amendment, a portion of the Excluded Property was subjected to and encumbered by the Declaration.

Pursuant to the terms and provisions of Section 2.03 of the Declaration, Developer desires to remove the Excluded Property from all of the terms and provisions of the Declaration and Developer desires to add additional provisions to Section 6.22.

Developer desires to amend the description of the Golf Club Property set forth in Exhibit B to the Declaration.

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

1. **Removal of Excluded Property from Terms of Declaration.** Pursuant to the terms and provisions of Section 2.03 of the Declaration, Developer does hereby declare that the Excluded Property is hereby removed from the terms and encumbrances created by the Declaration and, from and after the date hereof, the Excluded Property is not, and shall not be, subject to or otherwise encumbered by any of the terms, provisions, covenants, easements, restrictions, liens, assessments or encumbrances of the Declaration.

2. **Pets and Animals.** The Declaration is amended by adding the following at the end of Section 6.22:

"Notwithstanding anything provided herein to the contrary, to the extent any Owner or Occupant violates any of the laws, statutes, ordinances, rules or regulations of the City of Hoover, Alabama with respect to any pets or other animals maintained by such Owner or Occupant on or within any Lot or Dwelling or within any portion of the Development, then enforcement of such laws, statutes, ordinances, rules and regulations shall be solely by the City of Hoover, Alabama and not the Association."

3. **Exhibit B.** Exhibit B to the Declaration is deleted in its entirety and Exhibit B attached to this Amendment is substituted in lieu thereof. From and after the date of this Amendment, any and all references in the Declaration to the Golf Club Property shall mean and refer to the real property described and referenced in Exhibit B to this Amendment.

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

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

**DEVELOPER:**

**DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP**, an Alabama limited partnership

By: Daniel Realty Investment Corporation - Oak Mountain, an Alabama corporation, Its General Partner

By: Christopher A. Brown  
Its: Sr. Vice President

STATE OF ALABAMA     )  
                                     :  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Christopher A. Brown, whose name as Sr. Vice President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, as general partner of DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership, 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 General Partner as aforesaid.

Given under my hand and official seal, this the 8<sup>th</sup> day of September, 2003.

Debbie D. Stephens  
Notary Public  
My Commission Expires: April 10, 2004

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, Alabama 35203

## **EXHIBIT B**

### **Legal Description of Golf Club Property**

As used throughout the Declaration, any and all references to the Golf Club Property shall mean and refer to that certain real property situated within the Development which has been leased to Greystone Golf Club, Inc. (the "Club") and which is subject to a purchase option granted in favor of the Club which is evidenced by that certain Option for the Purchase of Greystone Golf Club Facilities dated as of January 1, 1991 recorded in Book 355, Page 886 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), as amended by First Amendment thereto dated as of February 2, 1993 and recorded as Instrument #1993-03125 in the Probate Office, Second Amendment thereto dated as of January 1, 1999 and recorded as Instrument #1999-12256 in the Probate Office, Third Amendment thereto dated as of December 21, 2002 and recorded as Instrument #2001-02194 in the Probate Office and Fourth Amendment thereto dated as of September 8, 2003 and recorded as Instrument # 20030909000604390 in the Probate Office, as the same may be subsequently amended from time to time hereafter.