

STATE OF ALABAMA     )  
                             :  
SHELBY COUNTY         )

**AMENDMENT OF THE AGREEMENT WITH RESPECT TO  
ESTABLISHMENT OF CERTAIN RESTRICTIONS AND OTHER AGREEMENTS  
AND FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
DATED AUGUST 13, 1998, WHICH HAS BEEN RECORDED  
AS INSTRUMENT NO. 1998-32193  
(LOT 4A SADDLE CREEK FARMS & LOT 149 GREYSTONE LEGACY 1<sup>st</sup> SECTOR)**

THIS AGREEMENT is between **JOSEPH L. SHERRILL, JR. and wife, PATRICIA E. SHERRILL ("Sherrill"); RICHARD G. WEILAND and wife, SHARON M. WEILAND ("Weiland"); T. L. YARBROUGH CONSTRUCTION CO., INC., a corporation and TOMMY YARBROUGH (both referred to as "Yarbrough"); GREYSTONE LEGACY HOMEOWNER'S ASSOCIATION ("GLHA"); GREYSTONE ARCHITECTURAL COMMITTEE ("GAC"); and GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company ("GDC")**, being entered into and effective as of the 19th day of December, 2003, and is being executed as set forth below:

**PREAMBLE**

Sherrill owns a parcel of land in Shelby County, Alabama in the Greystone Legacy subdivision, which is more fully described on Exhibit "A" hereto and which Sherrill acquired from Yarbrough (the "Sherrill Property"). Weiland owns a parcel of land in Shelby County, Alabama in the Saddle Creek Acres subdivision which is contiguous to the Sherrill Property and is more fully described on Exhibit "B" hereto (the "Weiland Property").

The Weiland Property and the Sherrill Property are subject to the terms of a Declaration of Restrictions dated as of August 4, 1995 recorded as Instrument No. 1995-21524 in the Probate Office of Shelby County, Alabama, as amended by Agreement with Respect to Establishment of Certain Restrictions and Other Agreements and First Amendment to the Declaration of Restrictions dated as of August 13, 1998 (the "Amendatory Agreement") which has been recorded as Instrument No. 1998-32193 in the Probate Office of Shelby County, Alabama. Pursuant to Section 1.08 of the Amendatory Agreement, any modifications to Section 1.03 (rear building setback lines) and to Section 1.04 (natural buffer areas) must be in the form of a written amendment to the Amendatory Agreement approved by the developer ("GDC") and the owners of any portion of the adjacent Saddle Creek Farms lots directly affected by any such proposed amendment. Accordingly, by instrument dated November 10, 1999, and styled "Waiver of Natural Buffer and Building Setback Requirements," GDC and Weiland amended the Amendatory



Agreement to establish a 65 foot rear setback line and a 50 foot natural buffer for all single-family lots to be constructed on any portions of the adjacent property (**which included the Sherrill Property**), which physically abuts the Weiland Property (as measured from the common boundary line of such single-family lot and the Weiland Property). This "Waiver" is recorded as Instrument No. 1999-50993, in the Probate Office of Shelby County, Alabama (see attached Exhibit "C," which is a survey of the Sherrill Property, dated August 16, 2001, with the 50 foot buffer area and the 65 foot rear setback line drawn in).

As of December 18, 2002, certain landscaping had been installed on the Sherrill Property within the 50 foot natural buffer established by the Amendatory Agreement as amended by the Waiver, and a metal fence had been placed on the Sherrill Property beyond the 65 foot rear setback line established by said agreement. An instrument styled "Amendment and Release Regarding Landscaping and Setback and Buffer Requirements (Lot 4A Saddle Creek Farms and Lot 149 Greystone Legacy 1<sup>st</sup> Sector), attached and marked as Exhibit "D" (hereinafter Exhibit "D"), was in an executory phase of negotiation as of said date of December 18, 2002, signed by all interested parties with the exception of the Sherrills. Exhibit "D" was an attempt by the interested parties to modify by agreement the aforesaid buffer area and setback requirements to provide for a fence approved by GAC to be constructed and maintained on the Sherrill Property beyond the 65 foot rear setback line, and to accommodate the landscaping already installed within the 50 foot natural buffer area.

The parties hereto now desire to modify by written amendment to the Amendatory Agreement the buffer area and setback requirements imposed by the documents referenced above to, among other things, reduce the 50 foot natural buffer area to a 25 foot natural buffer area along the entire rear property line of the Sherrill Property, which abuts the Weiland Property, and to grant a fence variance of the 65 foot rear setback line. The parties also desire to resolve claims among themselves that are raised with respect to landscaping, setbacks and buffer requirements and/or encroachments.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the premises, \$10.00 in hand paid to each party hereto to each of the other parties hereto, the mutual obligations of the parties, the payments provided for herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Notwithstanding anything to the contrary provided in Section 1.03 and 1.04 of the Amendatory Agreement recorded as Instrument No. 1998-32193, that certain Waiver dated November 10, 1999, and recorded as Instrument No. 1999-50993, and Exhibit "D" attached hereto, the parties agree that a fence previously approved by GAC along the lines shown of Exhibit "E" hereto (the "Fence Line") which may, or may not, be in violation of the



structures allowed under the setback building line, shall be allowed as an agreed upon variance to be maintained by the Sherrills or their successors in interest. (The said 65 foot setback building line is shown on Exhibit "C".)

2. Notwithstanding anything to the contrary provided in Section 1.03 and 1.04 of the Amendatory Agreement recorded as Instrument No. 1998-32193, that certain Waiver dated November 10, 1999, and recorded as Instrument No. 1999-50993, and Exhibit "D" attached hereto, that natural growth which was removed for landscaping and which encroached upon the 50 foot natural buffer area shall not be considered an encroachment due to the reduction of the buffer zone from 50 feet to 25 feet. All parties agree that the natural buffer zone previously described in the aforementioned documents shall be reduced from 50 feet to 25 feet along the entire rear property line of the Sherrill Property which abuts the Weiland Property. The area affected by the reduction of the natural buffer zone is depicted on Exhibit "E" as the proposed 25 foot buffer zone area per the proposed Agreement.

3. Weiland shall be paid Five Thousand and No/100 Dollars (\$5,000.00) in consideration for this agreement.

4. Except for Weiland's rights under the Amendatory Agreement, the Waiver dated November 10, 1999, and this Agreement with its attachments, and except for Weiland's rights under this Agreement, Weiland shall and does hereby forever release, discharge, indemnify and hold harmless Yarbrough, Sherrill, GDC, GRA, GAC and their respective insurers, agents, officers, directors, members, shareholders, and employees from and against any and all claims, damages, losses, expenses, liability, and actions, whether in contract or in tort, whensoever arising from any agreement, representation, warranty, action, or failure to act heretofore made, entered into or occurring relative to the landscaping or Fence Line referenced above.

5. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Alabama. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, successors-in-title, grantees, assignees, and their respective tenants, subtenants, licensees, permittees and lenders, and shall be appurtenant to, benefit, touch, concern, burden and run with the title to the Sherrill Property and the Weiland Property. Any conveyance of the Sherrill Property or the Weiland Property, respectively, or any part thereof, shall also convene and cause the transferee to assume the rights, privileges, duties, liabilities, and obligations contained in this Agreement, regardless of whether or not specific mention is made of this Agreement and regardless of whether or not a specific conveyance is made of, or subject to, the rights, privileges, duties, liabilities and obligations contained herein.

6. Weiland (the "Warrantor") hereby represents and warrants to the Sherrills that the Warrantor is the true and lawful owner in fee simple of such Warrantor's respective property referred to herein above, has the right and power to grant the rights herein granted, and will defend the rights granted hereunder against the claim of all persons

claiming by, through or under such Warrantor.

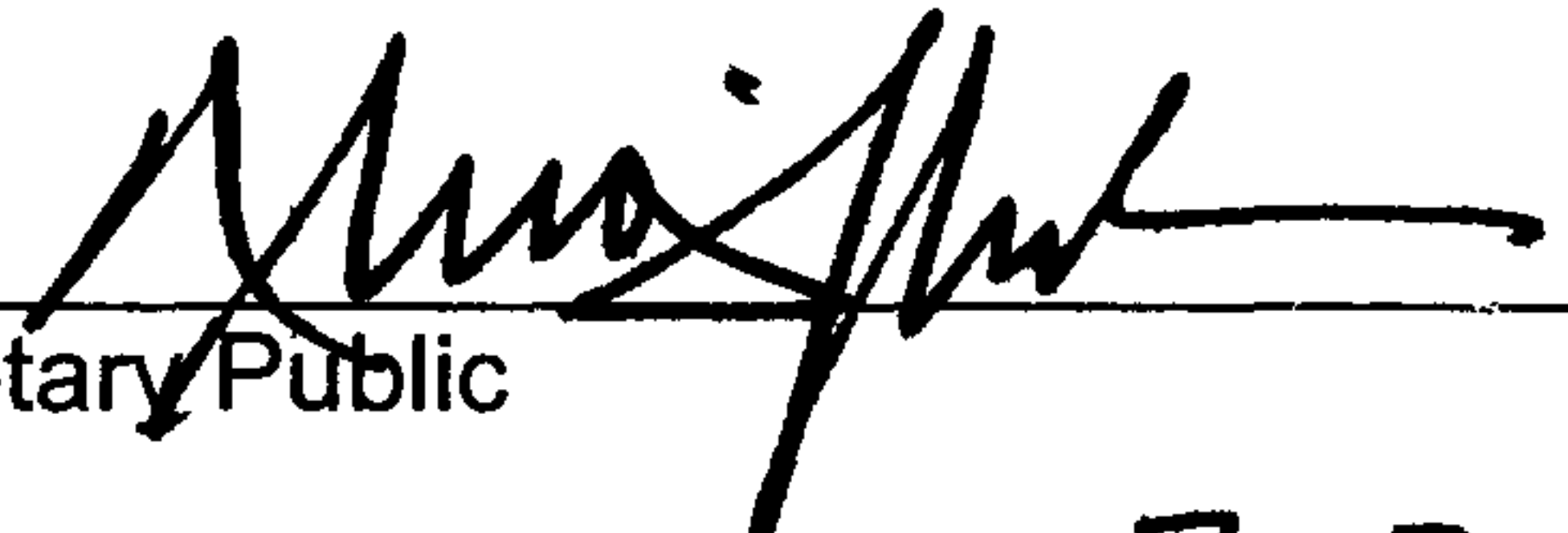
IN WITNESS WHEREOF, the parties have executed this Agreement on the 19<sup>th</sup> day of December, 2003.

  
JOSEPH L. SHERRILL, JR.

STATE OF ALABAMA     )  
                                  :  
SHELBY COUNTY         )

Before me, the undersigned, a Notary Public in and for said county in said state, hereby certify that **JOSEPH L. SHERRILL, JR.**, 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.

Given under my name and official seal this 19<sup>th</sup> day of December, 2003.

  
Notary Public

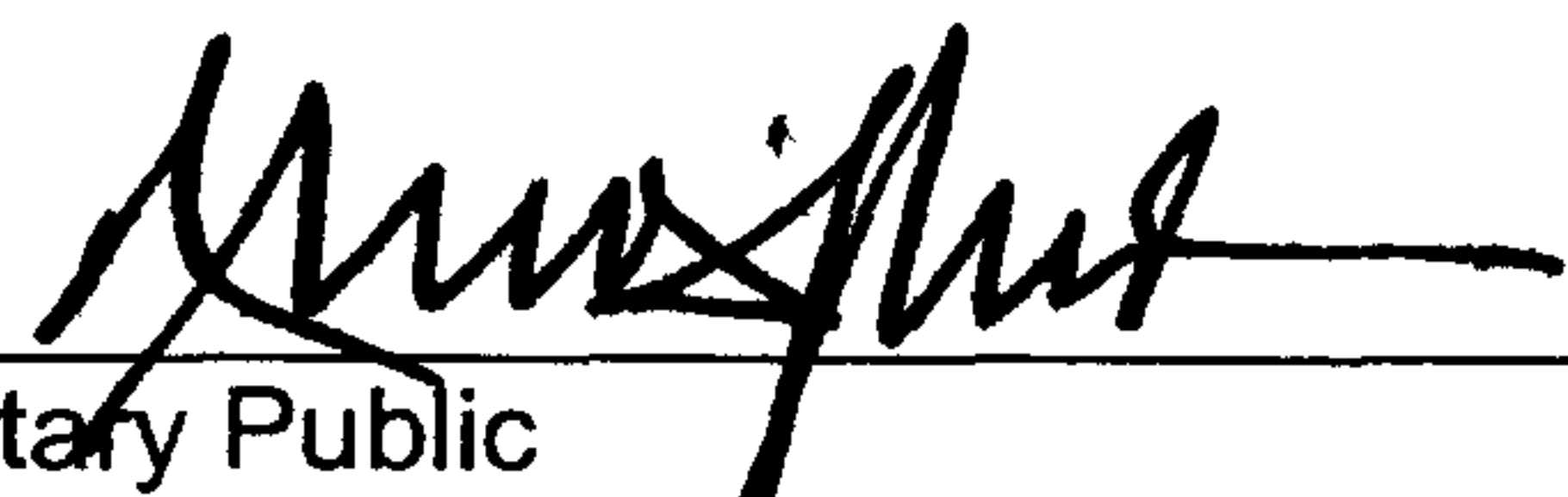
My Commission Expires: 2.12.4

  
PATRICIA E. SHERRILL

STATE OF ALABAMA     )  
                                  :  
SHELBY COUNTY         )

Before me, the undersigned, a Notary Public in and for said county in said state, hereby certify that **PATRICIA E. SHERRILL**, 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, she executed the same voluntarily.

Given under my name and official seal this 19<sup>th</sup> day of December, 2003.

  
Notary Public

My Commission Expires: 2.12.4



Richard G. Weiland  
RICHARD G. WEILAND

STATE OF ALABAMA     )  
                                 :  
SHELBY COUNTY         )

Before me, the undersigned, a Notary Public in and for said county in said state, hereby certify that **RICHARD G. WEILAND**, 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.

Given under my name and official seal this 17<sup>th</sup> day of Jan., <sup>2004</sup>2003.

Rolla M. Givens  
Notary Public

My Commission Expires: Aug 2007

Sharon M. Weiland  
SHARON M. WEILAND

STATE OF ALABAMA     )  
                                 :  
SHELBY COUNTY         )

Before me, the undersigned, a Notary Public in and for said county in said state, hereby certify that **SHARON M. WEILAND**, 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, she executed the same voluntarily.

Given under my name and official seal this 17<sup>th</sup> day of Jan., <sup>2004</sup>2003.

Rolla M. Givens  
Notary Public

My Commission Expires: Aug 2007

**T. L. YARBROUGH CONSTRUCTION  
CO., INC.**

By: Thomas L. Yarbrough  
**Thomas L. Yarbrough**  
**Its President**

STATE OF ALABAMA     )  
                                  :  
SHELBY COUNTY         )

Before me, the undersigned, a Notary Public in and for said county in said state, hereby certify that **THOMAS L. YARBROUGH**, whose name as President of **T. L. YARBROUGH CONSTRUCTION CO., INC.**, 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 as the duly authorized representative of T. L. Yarbrough Construction Co., Inc.

Given under my name and official seal this 19 day of December, 2003.

[Signature]  
Notary Public

My Commission Expires: 5/14/05

Thomas L. Yarbrough  
**THOMAS L. YARBROUGH**

STATE OF ALABAMA     )  
                                  :  
SHELBY COUNTY         )

Before me, the undersigned, a Notary Public in and for said county in said state, hereby certify that **THOMAS L. YARBROUGH**, 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.

Given under my name and official seal this 19 day of December, 2003.

[Signature]  
Notary Public

My Commission Expires: 5/14/05

**GREYSTONE LEGACY HOMEOWNER'S  
ASSOCIATION**

By: Christopher A. Brown  
Its: President

STATE OF ALABAMA     )  
                                  :  
SHELBY COUNTY         )

Before me, the undersigned, a Notary Public in and for said county in said state, hereby certify that Christopher A. Brown, whose name as President of **GREYSTONE LEGACY HOMEOWNER'S ASSOCIATION**, 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/she executed the same voluntarily as the duly authorized representative of said Association.

Given under my name and official seal this 21<sup>st</sup> day of January, ~~2003~~ <sup>2004</sup>.

Judith Ann Lawson  
Notary Public

My Commission Expires: February 17, 2006

**GREYSTONE ARCHITECTURAL  
COMMITTEE**

By: Steve Janney  
Its: Chairman

STATE OF ALABAMA     )  
                                  :  
SHELBY COUNTY         )

Before me, the undersigned, a Notary Public in and for said county in said state, hereby certify that Steve Janney, whose name as Chairman of **GREYSTONE ARCHITECTURAL COMMITTEE**, 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/she executed the same voluntarily as the duly authorized representative of said Committee.



Given under my name and official seal this 21st day of January, <sup>2004</sup>~~2003~~.

Judith Ann Lawson  
Notary Public

My Commission Expires: February 16, 2004

**GREYSTONE DEVELOPMENT  
COMPANY, LLC**

By: **DANIEL REALTY COMPANY,  
A General Partnership  
Its: Co-Manager**

By: **DANIEL EQUITY PARTNERS  
LIMITED PARTNERSHIP  
Its: Managing Partner**

By: **DANIEL EQUITY  
CORPORATION I  
Its: General Partner**

By: Christopher A. Brown  
Its: President

STATE OF ALABAMA     )  
                                  :  
SHELBY COUNTY        )

Before me, the undersigned, a Notary Public in and for said county in said state, hereby certify that Christopher A. Brown, whose name as President of **DANIEL EQUITY CORPORATION I**, a corporation, as **General Partner** of **DANIEL EQUITY PARTNERS LIMITED PARTNERSHIP**, a limited partnership, as **Managing Partner** of **DANIEL REALTY COMPANY**, a general partnership, as **Co-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 on behalf of said corporation, as general partner of said limited partnership, as managing partner of said general partnership, as Co-Manager of said company and with full authority, executed the same voluntarily for and as the act of said entities.



Given under my name and official seal this 21<sup>st</sup> day of January, <sup>2004</sup>~~2003~~.

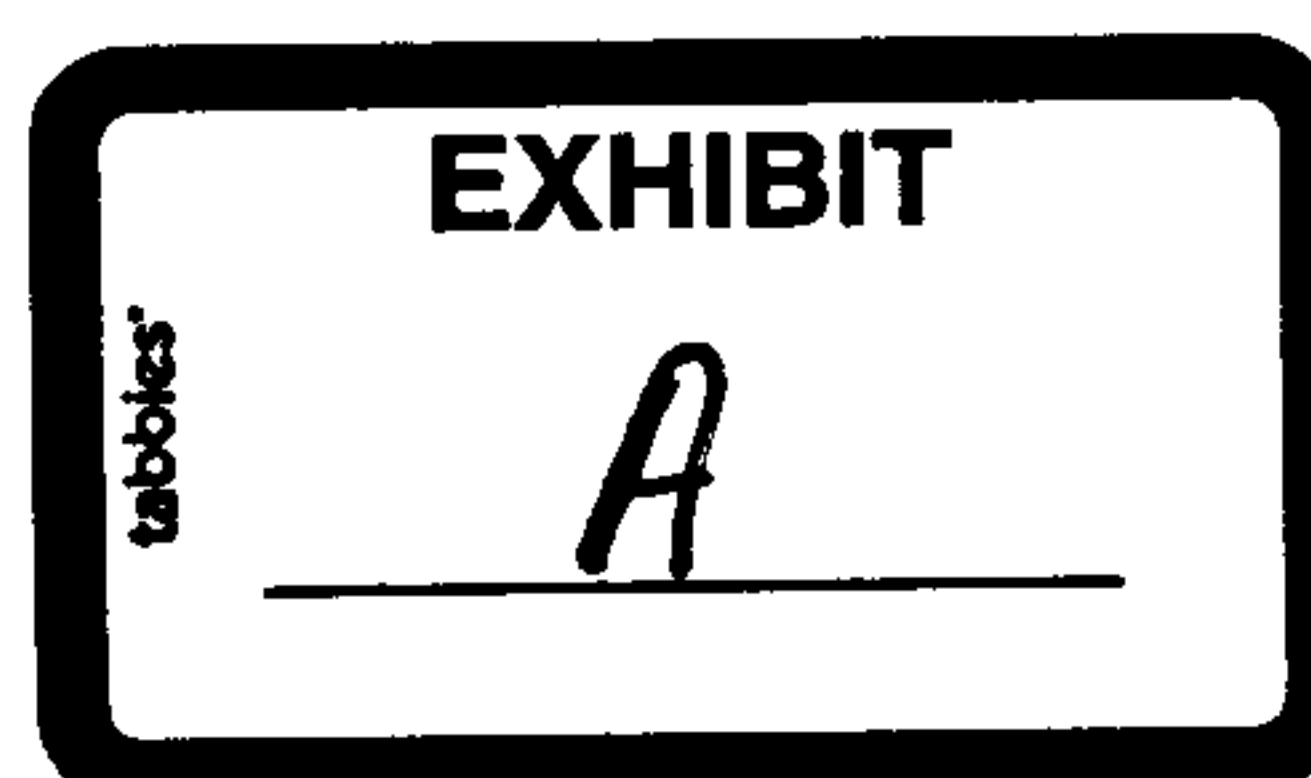
Judith Ann Lawson  
Notary Public

My Commission Expires: February 17, 2006

**EXHIBIT "A"**

The Sherrill Property referred to in this Amendment, Agreement and Release is described as follows:

Lot 149, according to the survey of Greystone Legacy, First Sector, as recorded in Map Book 26, Page 79A B and C in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

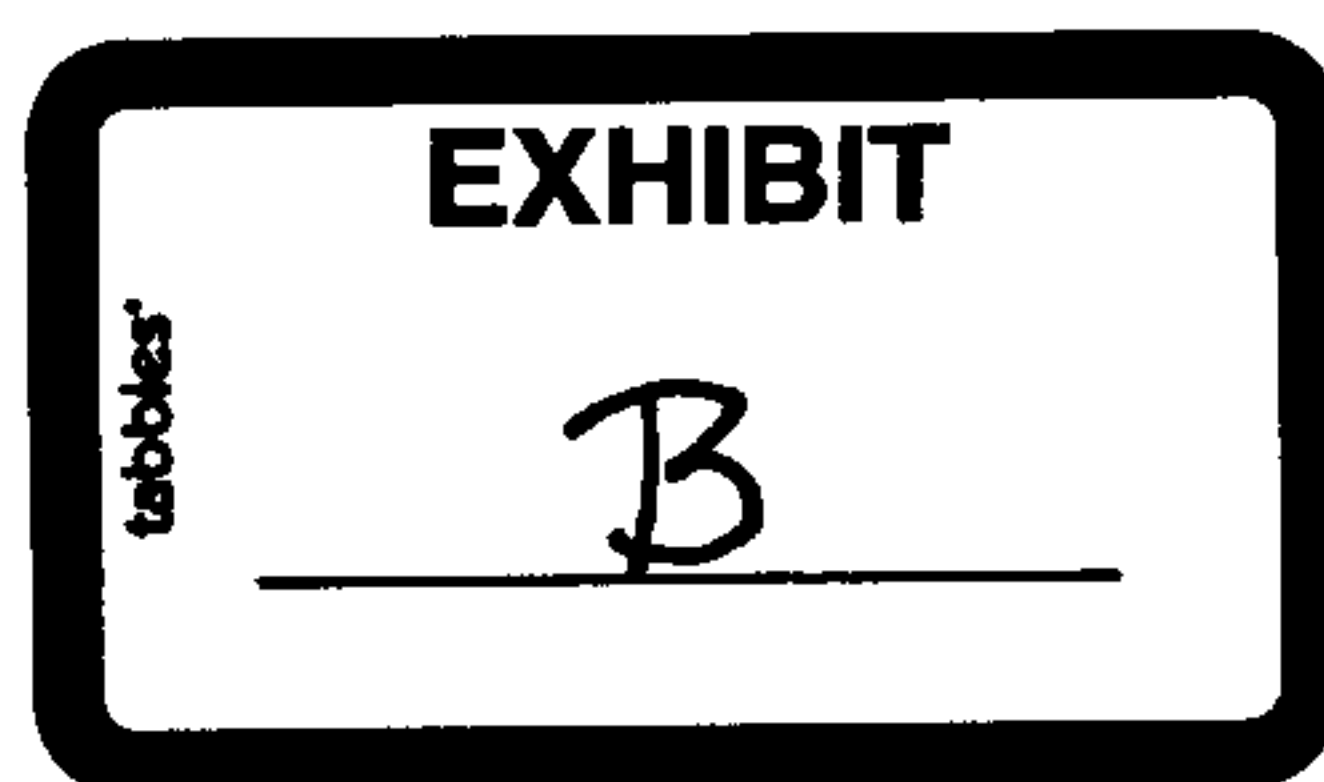




**EXHIBIT "B"**

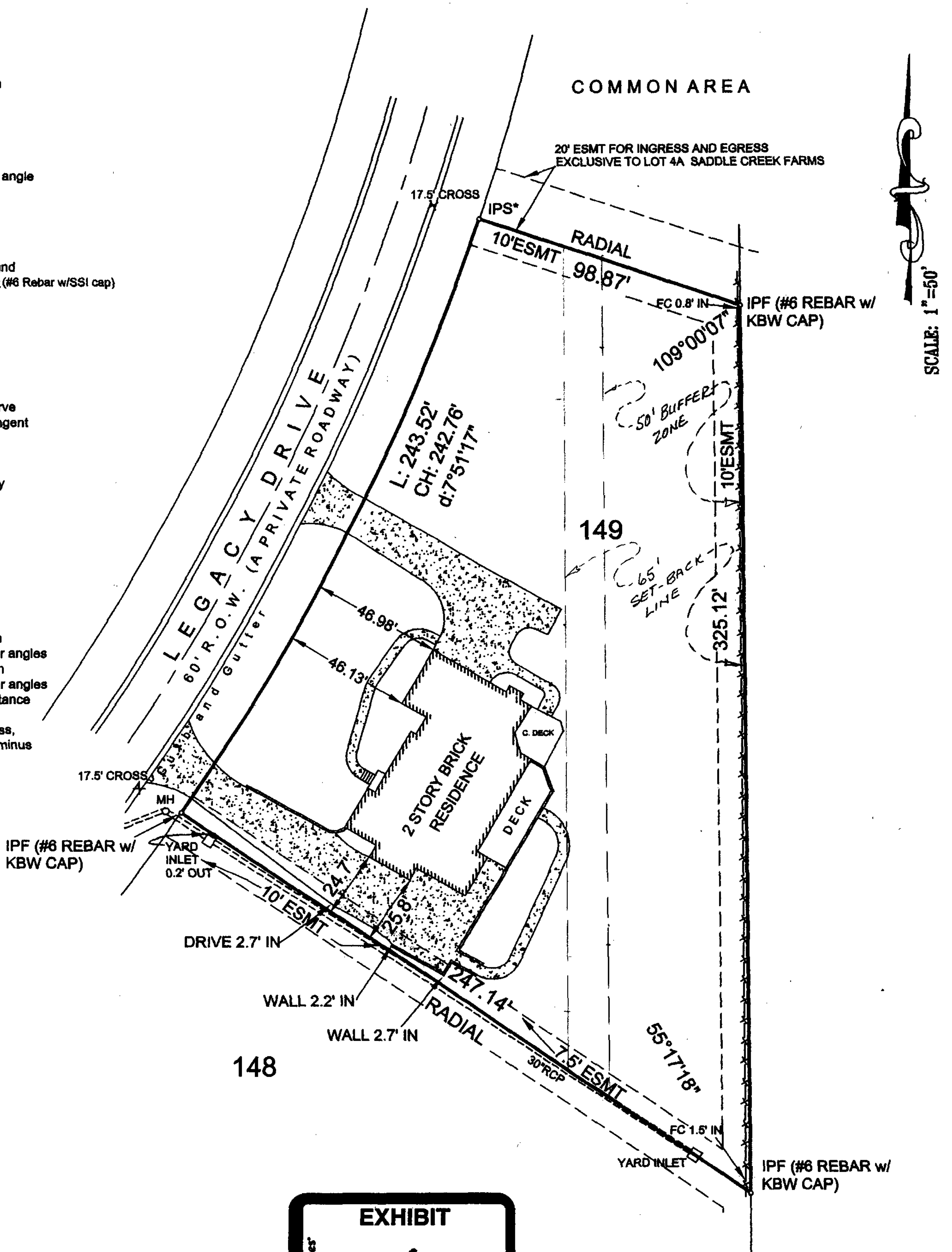
The Weiland Property referred to in this Amendment, Agreement and Release is described as follows:

Lot 4A, according to the Survey of Saddle Creek Farms, as recorded in Map Book 14, Page 5 in the Office of the Judge of Probate of Shelby County, Alabama.



LEGEND

SPH = asphalt  
LDG = building  
ALC = calculated  
AP = capped iron  
CL = centerline  
CH = chord  
CONC = concrete  
C = covered  
d = deflection  
Δ = curve delta angle  
E = east  
ESMT = easement  
FC = fence  
FD = found  
HW = headwall  
IPF = iron pin found  
IPS\* = iron pin set (#6 Rebar w/SSI cap)  
L = length  
MEAS = measured  
MIN = minimum  
MH = manhole  
N = north  
OH = overhang  
P = porch  
PC = point of curve  
PT = point of tangent  
PVMT = pavement  
REC = recorded  
RES = residence  
ROW = right of way  
S = south  
SAN = sanitary  
STM = storm  
SWR = sewer  
SYN = synthetic  
UTIL = utility  
U = uncovered  
W = west  
° = degrees  
' = minutes, in  
" = seconds, in  
feet, in distance  
AC = acres  
± = more or less, or plus or minus



STATE OF ALABAMA  
SHELBY COUNTY

I, Carl Daniel Moore, a registered Land Surveyor, certify that I have surveyed Lot 149 Greystone Legacy 1st Sector as recorded in Map Book 26, Pages 79 A,B & C in the Office of the Judge of Probate, Shelby County, Alabama; that this survey meets or exceeds the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is located in flood zone C according to F.I.R.M. community panel number 010191-25B, Shelby County, Alabama, dated: 9-16-82 that the correct address is as follows: 1125 Legacy Drive according to my survey of August 16, 2001. Survey is not valid unless it is sealed with embossed seal or stamped in red.

Order No. 82434  
Purchaser: Sherrill  
Type of Survey: Mortgage Loan Closing

P:\ACAD\PROJECTS\GSI\RESI\LOT149\FINAL



SURVEYING SOLUTIONS, INC.,  
f/k/a K.B. WEYGAND & ASSOCIATES, P.C.  
2233 CAHABA VALLEY DRIVE  
BIRMINGHAM, AL 35242  
PHONE: 991-8965

*Carl Daniel Moore*  
Carl Daniel Moore, Reg. L.S. #12159



JAN-09-03 THU 10:01 AM GREYSTONE LEGACY

FAX NO. 2054434654

P.

THIS INSTRUMENT PREPARED BY:

WILLIAM C. WRIGHT  
 WRIGHT & WRIGHT LLP  
 1901 SIXTH AVENUE NORTH  
 SUITE 2800  
 BIRMINGHAM, AL 35203-2628

STATE OF ALABAMA     )  
 SHELBY COUNTY        )

**AGREEMENT AND RELEASE REGARDING LANDSCAPING AND SETBACK AND  
 BUFFER REQUIREMENTS  
 (LOT 4A SADDLE CREEK FARMS AND  
 LOT 149 GREYSTONE LEGACY 1<sup>ST</sup> SECTOR)**

*LEGACY  
 HOMEWORK*

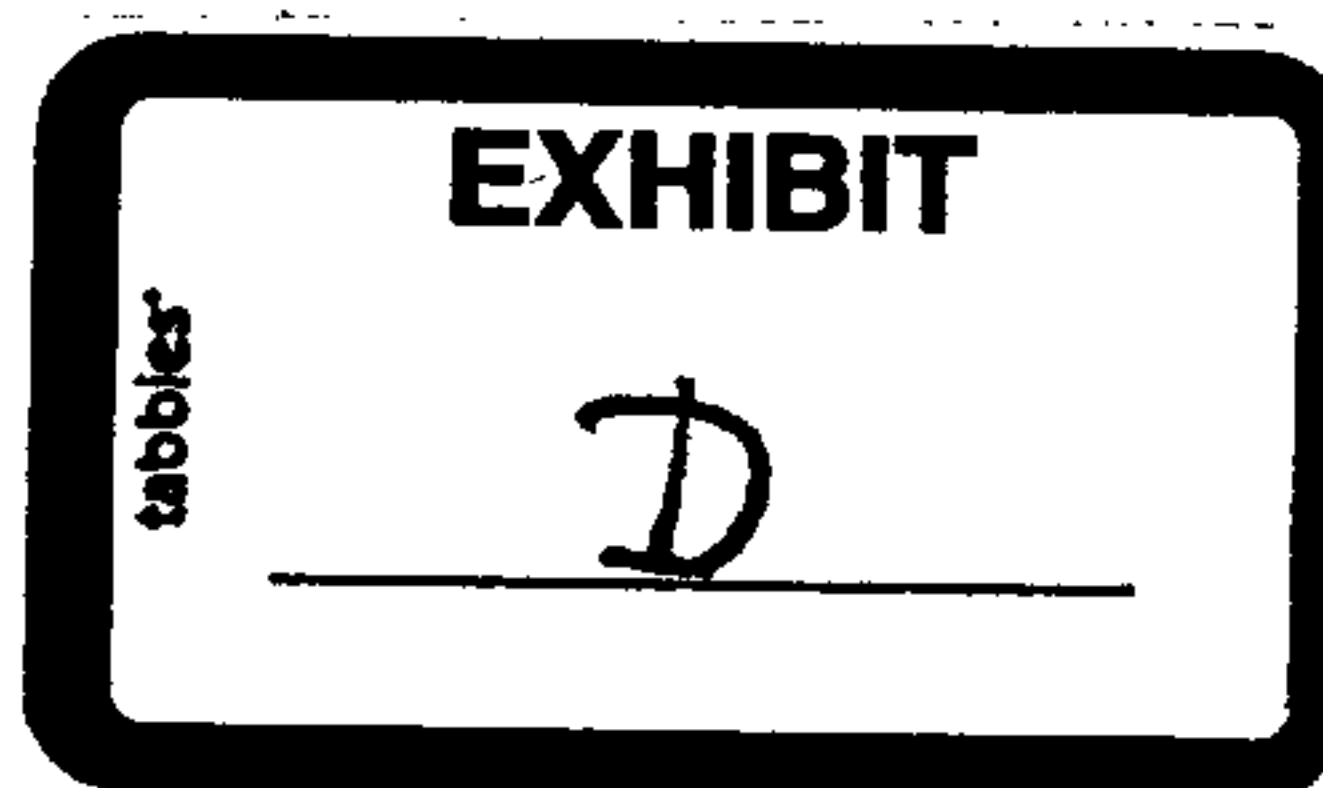
THIS AGREEMENT is between JOSEPH L. SHERRILL, JR. and wife PATRICIA E. SHERRILL, ("Sherrill"), RICHARD G. WEILAND and wife SHARON M. WEILAND ("Weiland"), T. L. YARBROUGH CONSTRUCTION CO., INC., a corporation ("Yarbrough"), GREYSTONE RESIDENTIAL ASSOCIATION ("GRA"), GREYSTONE ARCHITECTURAL COMMITTEE ("GAC") and GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company ("GDC"), being entered into effective as of \_\_\_\_\_, 2002, and is being executed on the date set forth below.

**PREAMBLE**

Sherrill owns a parcel of land in Shelby County, Alabama in the Greystone Legacy subdivision, which is more fully described on Exhibit A hereto and which Sherrill acquired from Yarbrough (the "Sherrill Property"). Weiland owns a parcel of land in Shelby County, Alabama in the Saddle Creek Acres subdivision which is contiguous to the Sherrill Property and is more fully described on Exhibit B hereto (the "Weiland Property").

The Weiland Property is subject to the terms of a Declaration of Restrictions dated as of August 4, 1995 recorded as Instrument No. 1995-21524 in the Probate Office 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 No. 1998-32103 in the Probate Office of Shelby County, Alabama, as modified by a certain Waiver of Natural Buffer and Building Setback Requirements dated November 10, 1999 between Weiland and GDC (as amended, the "Amendatory Agreement"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Amendatory Agreement. Pursuant to the Amendatory Agreement, a 65 foot rear setback line and a 50 foot natural buffer were established for that part of the Sherrill Property which is adjacent to the Weiland Property.

yctj/04 dls





JAN-09-03 THU 10:02 AM GREYSTONE LEGACY

FAX NO. 2054434854

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The Sherrill Property constitutes part of the "Developer's Property", as defined in the Amendatory Agreement.

Certain landscaping has been installed on the Sherrill Property within the 50 foot natural buffer established by the Amendatory Agreement for the Sherrill Property and a fence has been constructed on the Sherrill Property beyond the 65 foot rear setback line established by the Amendatory Agreement for the Sherrill Property. The parties hereto now desire to provide further for fencing and landscaping on the Sherrill Property, a more fully set forth herein, and to resolve all claims among themselves with respect thereto.

### AGREEMENT

NOW THEREFORE, for and in consideration of the premises, \$10.00 in hand paid to each party hereto to each of the other parties hereto, the mutual obligations of the parties, the payments provided for herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Notwithstanding anything to the contrary provided in Sections 1.03 and 1.04 of the Amendatory Agreement, the parties agree that a fence approved by GAC shall be constructed and maintained on the Sherrill Property along the lines shown on Exhibit C hereto (the "Fence Line") and natural growth shall be removed and landscaping installed within the 50 foot natural buffer area as contemplated in paragraph 2 below.

2. Sherrill shall at his expense provide and install outside of the Fence Line (a) five (5) 3 gallon leyland cypress trees on the Sherrill Property along the north run of the Fence Line and (b) plant material along the south property line of the Sherrill Property, all as shown on Exhibit C hereto.

3. Except for Weiland's rights under the Amendatory Agreement, as modified and affected pursuant to this Agreement and Release, and except for Weiland's rights under this Agreement, Weiland shall and does hereby forever release, discharge, indemnify and hold harmless Yarbrough, Sherrill, GDC, GRA, GAC and their respective agents, officers, directors, members, shareholders and employees from and against all and all claims, damages, losses, expenses, liability, and actions, whether in contract or in tort, whenever arising from any agreement, representation, warranty, action or failure to act heretofore made, entered into or occurring relative to the landscaping and fence referred to above.

4. Yarbrough and GDC shall each pay to Weiland \$1,800 in consideration of this Agreement.

5. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Alabama. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, successors-in-title

what about  
65' setback?  
~~65' setback~~  
why we  
pay?

Does not cover 50' Buffer to right of house - They may need to restore to natural.  
All this does is permit our fence & yard. It doesn't release setback.  
We bought w/o knowledge of setback or Buffer.



JAN-09-03 THU 10:02 AM GREYSTONE LEGACY

FAX NO. 2054434854

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grantees, assignees, and their respective tenants, subtenants, licensees, permittees and lenders, and shall be appurtenant to, benefit, touch, concern, burden and run with the title to the Sherrill Property and the Weiland Property. Any conveyance of the Sherrill Property or the Weiland Property, respectively, or any part thereof, shall also convey and cause the transferee to assume the rights, privileges, duties, liabilities and obligations contained in this Agreement, regardless of whether or not specific mention is made of this Agreement and regardless of whether or not a specific conveyance is made of, or subject to, the rights, privileges, duties, liabilities and obligations contained herein.



6. Each of Yarbrough and Weiland (the "Warrantor") hereby represents and warrants to the other that the Warrantor is the true and lawful owner in fee simple of such Warrantor's respective property referred to hereinabove, has the right and power to grant the rights herein granted, and will defend the rights granted hereunder against the claim of all persons claiming by, through or under such Warrantor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 18th day of January, 2002.

JAN-09-03 THU 10:02 AM GREYSTONE LEGACY

FAX NO. 2054434654

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**WEILAND:**  
Richard G. Welland  
Sharon M. Welland**GREYSTONE DEVELOPMENT COMPANY,  
LLC.****By: DANIEL REALTY COMPANY, a  
General Partnership  
Its Co-Manager****By: DANIEL EQUITY PARTNERS  
LIMITED PARTNERSHIP  
Its Managing Partner****By: DANIEL EQUITY  
CORPORATION I  
Its General Partner**  
By:   
Its VICE-PRESIDENT~~**By: THE GWD, L.L.C., a limited liability  
company  
Its Co-Manager**~~~~**By:**~~~~**Charles W. Daniel  
Its Managing Member**~~~~**YARBROUGH PROPERTIES, LLC. T.Y.**~~~~**T.L. Yarbrough Const. Co. Inc.**~~~~**By: Thomas L. Yarbrough  
Its**~~



JAN-08-03 THU 10:03 AM GREYSTONE LEGACY

FAX NO. 2054434654

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*LEGACY HOMEOWNERS*  
GREYSTONE RESIDENTIAL ASSOCIATIONBy: *[Signature]*Its PRESIDENTGREYSTONE ARCHITECTUAL COMMITTEEBy: *[Signature]*Its ChairmanSHERRILLJoseph L. Sherrill, Jr.Patricia E. SherrillSTATE OF ALABAMA )  
COUNTY OF Shelby )

Judith Ann Lawson, a Notary Public in and for said County in sa  
State, hereby certify that Richard G. Welland 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.

Given under my hand and official seal this 18th day of December, 2002.Judith Ann Lawson  
Notary PublicMy Commission Expires February 17,

[NOTARY SEAL]

JAN-09-03 THU 10:03 AM GREYSTONE LEGACY

FAX NO. 2054434654

P.

STATE OF ALABAMA )  
COUNTY OF Shelby )

I Judith Ann Lawson a Notary Public in and for said County in said State, hereby certify that Sharon M. Weiland 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, she executed the same voluntarily.

Given under my hand and official seal this 18th day of December, 2002.

Judith Ann Lawson  
Notary Public

My Commission Expires: February 17,

[NOTARY SEAL]

STATE OF ALABAMA )  
COUNTY OF Shelby )

I Judith Ann Lawson a Notary Public in and for said County in said State, hereby certify that Thomas Harbison whose name as President c YARBROUGH PROPERTIES, LLC, an Alabama limited liability company 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, as such President and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this 18th day of December, 2002.

Judith Ann Lawson  
Notary Public

My Commission Expires: February 17,

[NOTARY SEAL]



JAN-09-03 THU 10:03 AM GREYSTONE LEGACY

FAX NO. 2054434854

P.

STATE OF ALABAMA )

COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said State and County hereby certify that M. Lewis Gwaltney Jr. whose name as Vice-President DANIEL EQUITY CORPORATION I, a corporation, as General Partner of DANIEL EQUITY PARTNERS LIMITED PARTNERSHIP, a limited partnership, as Managing Partner of DANIEL REALTY COMPANY, a general partnership, as Co-Manager of GREYSTONE DEVELOPMENT COMPANY, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day that, being informed of the contents of the instrument, he, as such officer on behalf of said corporation as general partner of said limited partnership, & managing partner of said general partnership, as Co-Manager of said company and with full authority, executed the same voluntarily for and as the act of said entities.

Given under my hand and official seal, this 18th day of December, 2002.

Judith Ann Lawson

Notary Public

My Commission Expires: February

[NOTARY SEAL]

JAN-09-03 THU 10:04 AM GREYSTONE LEGACY

FAX NO. 2054434654

P.

STATE OF ALABAMA )  
 COUNTY OF \_\_\_\_\_ )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Charles W. Daniel, whose name as Managing Member of TH CWD, L.L.C., a limited liability company, as Co-Manager of GREYSTON DEVELOPMENT COMPANY, L.L.C., 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 Managing Member on behalf of said company, as Co-Manager of said company and with full authority executed the same voluntarily for and as the act of said entities.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]

STATE OF ALABAMA )  
 COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that Joseph L. Sherrill, Jr. 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.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]



JAN-09-03 THU 10:04 AM GREYSTONE LEGACY

FAX NO. 2054434854

P.

STATE OF ALABAMA     )  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that Patricia E. Sherrill 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, she executed the same voluntarily.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

STATE OF ALABAMA     )  
COUNTY OF Shelby )

LEGACY HOMEOWNERS

Judith Ann Lawson a Notary Public in and for said County in said State, hereby certify that M. Lewis Gault whose name as PRESIDENT GREYSTONE RESIDENTIAL ASSOCIATION, an \_\_\_\_\_ incorporated residential association, 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, as such President and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal this 18th day of December, 2002.

Judith Ann Lawson  
Notary Public

My Commission Expires February 17, 2003

[NOTARY SEAL]

JAN-09-03 THU 10:04 AM GREYSTONE LEGACY

FAX NO. 2054434654

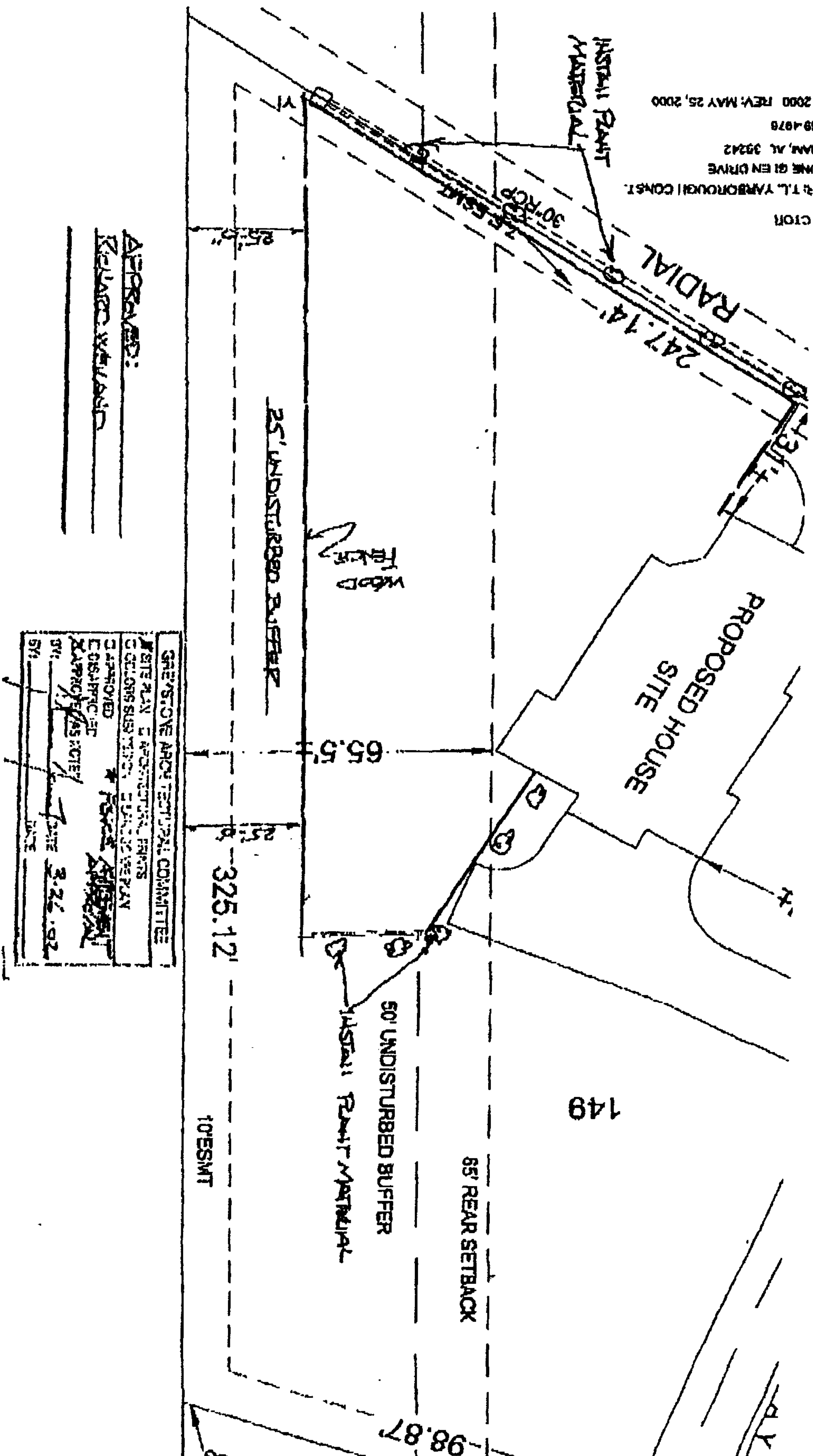
P.

EXHIBIT C

SITE PLAN

[INSERT]





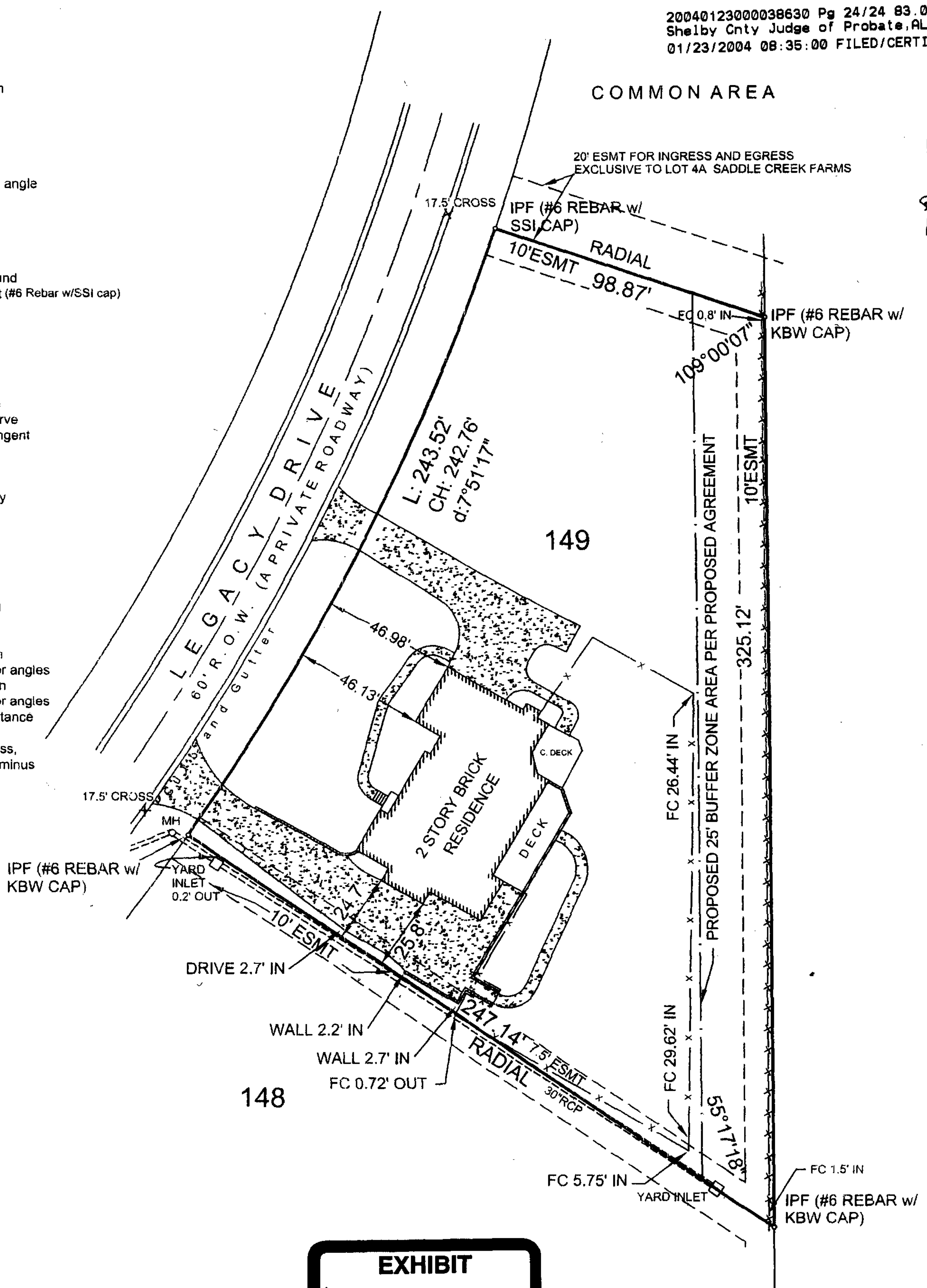
APPROVED:  
Richard Williams

2000 REV: MAY 25, 2000  
194976  
100, AL 35242  
ME GLEN DRIVE  
2 T.L. YARBOROUGH CONST.  
C/OH

LEGEND:

ASPH = asphalt  
 BLDG = building  
 CALC = calculated  
 CAP = capped iron  
 CL = centerline  
 CH = chord  
 CONC = concrete  
 C = covered  
 d = deflection  
 Δ = curve delta angle  
 E = east  
 ESMT = easement  
 FC = fence  
 FD = found  
 HW = headwall  
 IPF = iron pin found  
 IPS\* = iron pin set (#6 Rebar w/SSI cap)  
 L = length  
 MEAS = measured  
 MIN = minimum  
 MH = manhole  
 N = north  
 OH = overhang  
 P = porch  
 PC = point of curve  
 PT = point of tangent  
 PVMT = pavement  
 REC = recorded  
 RES = residence  
 ROW = right of way  
 S = south  
 SAN = sanitary  
 STM = storm  
 SWR = sewer  
 SYN = synthetic  
 UTIL = utility  
 U = uncovered  
 W = west  
 ° = degrees  
 ' = minutes, in  
 " = seconds, in  
 ' = feet, in distance  
 AC = acres  
 ± = more or less,  
 or plus or minus

20040123000038630 Pg 24/24 83.00  
 Shelby Cnty Judge of Probate, AL  
 01/23/2004 08:35:00 FILED/CERTIFIED



SCALE: 1"=50'

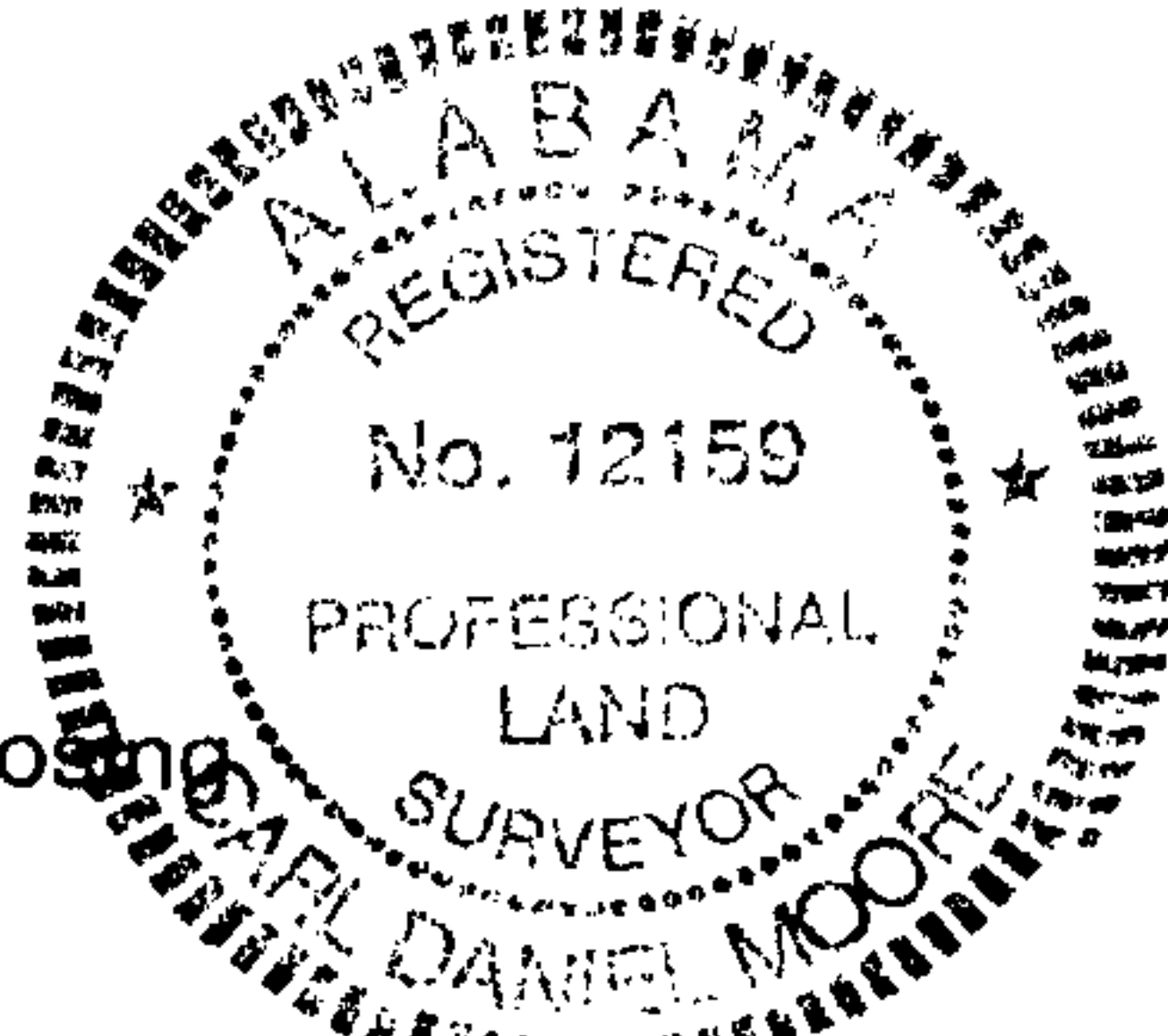
EXHIBIT

E

STATE OF ALABAMA  
 SHELBY COUNTY

I, Carl Daniel Moore, a registered Land Surveyor, certify that I have surveyed Lot 149 Greystone Legacy 1st Sector as recorded in Map Book 26, Pages 79 A,B & C in the Office of the Judge of Probate, Shelby County, Alabama; that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is located in flood zone C according to F.I.R.M. community panel number 010191-0025 B, Shelby County, Alabama, dated: 9-16-82 that the correct address is as follows: 1125 Legacy Drive according to my survey of October 6, 2003. Survey is not valid unless it is sealed with embossed seal or stamped in red.

Order No. 82683  
 Purchaser: Sherrill  
 Type of Survey: Mortgage Loan Closing



SURVEYING SOLUTIONS, INC.,  
 2233 CAHABA VALLEY DRIVE  
 BIRMINGHAM, AL 35242  
 PHONE: 991-8965

*Carl Daniel Moore*  
 Carl Daniel Moore, Reg. L.S. #12159

P:\ACAD\PROJECTS\GSLEGACY1ST SECTOR\GSIHRES\LOT149FINAL

11-17-03  
 Date of Signature