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Shelby Cnty Judge of Probate, AL
10/18/2006 03:42:15PM FILED/CERT

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

**M. EUGENE MOOR and
VERA AUKES MOOR,**

Plaintiffs,

vs.

GARY G. CRUMPTON, et al.,

Defendants.

**RECEIVED AND FILED
MARY H. HARRIS**

OCT 18 2006

**CIRCUIT & DISTRICT
COURT CLERK
SHELBY CO.**

CASE NO. CV 99-061

FINAL ORDER OF COURT

This cause coming on to be heard on the 29th day of August, 2006, on Plaintiffs' Sworn Motion To Approve Settlement Agreement Reached At Mediation And For Other Relief, heretofore filed in said cause and heretofore set for hearing on said date, and on said date the Plaintiffs and Defendants having appeared in open court by and through their respective attorneys of record, the Court proceeded to hear arguments in support of Plaintiffs' aforesaid motion, and there having been no objections thereto made in open court on said date or prior thereto by any of the Defendants, the Court is of the opinion that the Plaintiffs are entitled to the relief prayed for in the aforesaid Motion To Approve Settlement Agreement Reached At Mediation And For Other Relief, and the Court makes its Findings of Fact, Conclusions of Law, and makes its Final Order as follows:

FINDINGS OF FACT

The Court finds that:

1. Plaintiffs own two contiguous parcels of real property in Shelby County, Alabama, that cumulatively comprise 50± acres, having purchased a 40± acre tract ("Plaintiff Parcel 1") on March 31, 1989, and a 10± acre tract ("Plaintiff Parcel 2") on May 23, 1994, (see deeds heretofore

Certified a true and correct copy

Date: October 18, 2006

Mary H. Harris
Mary H. Harris, Circuit Clerk
Shelby County, Alabama

attached to Plaintiffs' Motion For Partial Summary Judgment). Plaintiff Parcel 1 and Plaintiff Parcel 2 are more particularly identified in Exhibit A to the Plaintiffs' Complaint heretofore filed in this cause.

2. The Defendants separately own real property located in Shelby County, Alabama, which, together with Plaintiff Parcel 1 and Plaintiff Parcel 2, cumulatively constitute 200± acres (the "Acreage") that is depicted on Exhibit L to the Complaint and which is collectively more particularly described as:

The West ½ of the Northeast ¼, the North ½ of the Southeast ¼, and the Southwest ¼ of the Southeast ¼, all in Section 22, Township 18 South, Range 1 West, Shelby County, Alabama.

(See Complaint, ¶ 23; see also Answer of Defendants, ¶ 4.)

3. As shown by Exhibit M to the Complaint, on or about December 3, 1985, Robert Riley and Robert A. Enoch executed a Declaration of Restrictions encumbering the Acreage (the "1985 Covenants") with a set of restrictive covenants. The 1985 Covenants were recorded on January 10, 1986, at Book 056 at Page 779 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office").

4. The 1985 Covenants state in paragraph 10 thereof as follows:

This agreement shall take effect and be in full force immediately upon execution by the parties hereto and the same being filed for record and shall continue in force for a period of ten (10) years from the date of said filing unless extended by a vote of the owners of as many as 2/3 of the acres comprising the property [(the Acreage)], which is subject to these restrictions.

5. At the time Robert Riley and Robert A. Enoch executed the 1985 Covenants, they were the sole owners of the Acreage. (See deeds attached as Exhibit 4 to Plaintiffs' Motion For Partial Summary Judgment heretofore filed.)

6. On or about August 4, 1995, certain of the Defendants (the Crumptions, the Willises, the Hollises, the Chastains, the Stanfords, the Brawleys, the Joiners, the Weilands, and the Grahams), together with Hiroka Kuda, Jim Ausley, and Pam Ausley (collectively referred to hereinafter as the "1995 Signatories") were the then owners of approximately 140± acres of the land within the Acreage. (See Complaint, ¶ 36; see also Answer of Defendants, ¶ 8.) On or about August 4, 1995, as shown by Exhibit N to the Complaint, the 1995 Signatories executed an instrument entitled "Declaration of Restrictions" (the "1995 Covenants"). (See Complaint, ¶ 36; see also Answer of Defendants, ¶ 8.)

7. On August 8, 1995, the 1995 Covenants were recorded in the Probate Office in Instrument 1995-21524. (See Complaint, ¶ 37; see also Answer of Defendants, ¶ 9.) The 1995 Covenants make no reference whatsoever to the 1985 Covenants. (See Exhibit N to the Complaint.) In addition, the signatures of the grantors on the 1995 Covenants were not notarized. (Id.)

8. The 1995 Covenants state in paragraph 10 therein as follows:

This agreement shall take effect and be in full force immediately upon execution by the parties hereto and the same being duly filed for record and shall supersede and replace any and all previous declarations of restrictions applicable to said property.

(See Complaint, ¶ 38; see also Answer of Defendants, ¶ 10.)

9. The Plaintiffs did not sign the 1995 Covenants. (See Exhibit N to the Complaint, page 6.)

10. Contrary to the language in the 1995 Covenants stating that the 1995 Signatories "are the sole owners of the [Acreage]," the 1995 Signatories were not the sole owners of the Acreage at that time. In particular, they did not own Plaintiff Parcel 1, Plaintiff Parcel 2, and Greystone Parcel 1. (See Exhibit 1 to Plaintiffs' Motion for Partial Summary Judgment; see also Complaint, ¶ 39; and

Answer of Defendants, ¶ 11.)

11. As shown by Exhibit O to the Complaint, on or about August 13, 1998, the Crumptions, the Chastains, the McKays, the Stanfords, the Weilands, the Grahams, the Brawleys, the Joiners, and Greystone (the "1998 Signatories") executed an instrument entitled "Agreement with Respect to Establishment of Certain Restrictions and Other Agreements" (the "1998 Amendment"). The 1998 Amendment states in pertinent part:

Pursuant to Declaration of Restrictions dated as of December 3, 1985, (the "Original Declaration") which was recorded in Book 056, Page 779 in the Office of Judge of Probate of Shelby County, Alabama (the "Probate Office"), the following described real property, consisting of approximately 200 acres, more or less (the "Saddle Creek Property"), was subjected to and encumbered by the terms and provisions of the Original Declaration:

The West ½ of the Northeast ¼, the North ½ of the Southeast ¼, and the Southwest ¼ of the Southeast ¼, all in Section 22, Township 18 South, Range 1 West, Shelby County, Alabama.

The Saddle Creek Property has now been subdivided and resubdivided into lots as more particularly described in Exhibit A attached hereto and incorporated herein by reference and is owned by those individuals or entities reflected in Exhibit A hereto.

Pursuant to Declaration of Restrictions dated as of August 4, 1995, (the "Declaration") and recorded in Instrument 1995-21524 in the Probate Office, the Original Declaration was amended and restated in its entirety. (Emphasis in the original.)

(See Exhibit O to the Complaint, page 1; see also Complaint, ¶ 40; and Answer of Defendants, ¶ 12.)

12. Plaintiffs, the owners of Plaintiff Parcel 1 and Plaintiff Parcel 2, did not sign the 1998 Amendment. (See generally Exhibit O to the Complaint; see also Complaint, ¶ 41; and Answer of Defendants, ¶ 12.)

13. On August 30, 2002, the Plaintiffs and the Defendants and/or their attorneys of


record, attended a mediation as ordered by this Court but were unable to memorialize formally an agreement; that subsequent to said mediation this Court ordered a second mediation at which the Plaintiffs and the Defendants Gary G. Crumpton and his wife, Cheri H. Crumpton (the "Crumptons"), Henry E. McKay and his wife, Sara L. McKay (the "McKays"), Richard G. Weiland and his wife, Sharon M. Weiland (the "Weilands"), Glen L. Brawley and his wife, Eugenia M. Brawley (the "Brawleys"), Alastair Muir-Taylor and his wife, Lisa A. Muir-Taylor (the "Muir-Taylors"), M. Eugene Moor and his wife, Vera Aukes Moor (the "Moors"), Wade D. Joiner and his wife, Carla D. Joiner (the "Joiners"), and Greystone Development Company, LLC ("Greystone"), did enter into and execute a Declaration and Amendment to Restrictive Covenants which is attached hereto as Exhibit A and made part and parcel hereof as fully as if set out herein.

14. The aforesaid parties executing the Declaration and Amendment to Restrictive Covenants are the owners of 154.26 acres of the 203.91 acres of the Saddle Creek Acres Subdivision which is identified by the plats recorded in Map Book 14 Page 8, Map Book 14 Page 5, and Map Book 14 Page 19, in the Office of the Judge of Probate of Shelby County, Alabama.

15. The recitations of facts and allegations contained in the Declaration and Amendment to Restrictive Covenants attached as Exhibit A hereto are true, accurate, and correct.

CONCLUSIONS OF LAW

This Court concludes that the Declaration and Amendment to Restrictive Covenants which are attached as Exhibit "A" to the Motion To Approve Settlement Agreement Reached At Mediation And For Other Relief and a copy of which is attached to this Final Order as Exhibit "A" is valid and binding upon the parties plaintiff and the parties defendant and their heirs, successors, and assigns.


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ORDER OF COURT

It is, therefore, **CONSIDERED, ORDERED, ADJUDGED, and DECREED** by this Court as follows:

1. That the Declaration and Amendment to Restrictive Covenants, which is attached hereto as Exhibit "A", is hereby ratified and confirmed by the Court and made binding upon the parties plaintiff and the parties defendant and their respective heirs, successors, and assigns, and all of the real property subject to the 1985 Covenants, the 1995 Covenants, and the 1998 Covenants, which real property is more particularly described in Exhibit "B" attached hereto, and which is described in the Complaint in this cause.
2. The terms, conditions, stipulations, and agreements contained or referenced within the Declaration and Amendment to Restrictive Covenants, attached as Exhibit "A", hereto are valid and legally binding on the Plaintiffs, the Defendants, and, separately and severally, their respective heirs, successors, and assigns, and the "Subdivision Property" described therein.
3. That the Counterclaim heretofore filed by Stevan K. Goozee and Christine P. Goozee should be and the same is hereby severed for trial pursuant to Rule 42 (b), Alabama Rules of Civil Procedure, to henceforth proceed as a separate action, the merits of which will be determined by this Court in a separate trial independent of all other allegations contained in this Complaint, which remaining and thus severed action and the separate trial thereof will involve only the said Stevan K. Goozee and Christine P. Goozee as counter claimants and the said M. Eugene Moor and Vera Aukes Moor, Defendants to said Counterclaim; all other causes of action, actions, and parties hereto to be dismissed with prejudice, costs of court taxed as paid.
4. That Mary H. Harris, Clerk of this Court, is hereby ordered to record in the Office of

the Judge of Probate of Shelby County, Alabama, a copy of this Final Order of Court and a copy of the Declaration and Amendment to Restrictive Covenants, which is attached hereto as Exhibit "A", indexing the same in the records of the Office of the Judge of Probate under, separately and severally, the names of the Plaintiffs, M. Eugene Moor and Vera Aukes Moor, and each of the Defendants, to-wit, Gary G. Crumpton, Cheri H. Crumpton, Albert E. Willis, II, Laura S. Willis, Samuel Chastain, Pamela O. Chastain, Henry E. McKay, Sarah L. McKay, Robert F. Stanford, Frances S. Stanford, Richard G. Weiland, Sharon M. Weiland, Emris H. Graham, Jr., Sharon D. Graham, Greystone Development Company, LLC, Glen L. Brawley, Eugenia M. Brawley, D. Wade Joiner, and Carla D. Joiner.

5. Costs of Recording in the Probate Office of the Declaration and Amendment to Restrictive Covenants shall be paid by the Plaintiffs in this cause. All other costs of court are taxed as heretofore paid.

DONE this 26th day of September, 2006.



Dan Reeves, Circuit Court Judge



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EXHIBIT "A"

STATE OF ALABAMA)
 :
SHELBY COUNTY)


Instrument prepared by:
Frank C. Galloway III
Galloway & Somerville, LLC
11 Oak Street
Birmingham, AL 35213

DECLARATION AND AMENDMENT TO RESTRICTIVE COVENANTS

As of August 30, 2002 (the effective date of this instrument), COME NOW the undersigned Gary G. Crumpton and his wife, Cheri H. Crumpton (the "Crumptons"), Henry E. McKay and his wife, Sara L. McKay (the "McKays"), Richard G. Weiland and his wife, Sharon M. Weiland (the "Weilands"), Glen L. Brawley and his wife, Eugenia M. Brawley (the "Brawleys"), Alastair Muir-Taylor and his wife, Lisa A. Muir-Taylor (the "Muir-Taylors"), M. Eugene Moor, III and his wife, Vera Aukes Moor (the "Moors"), Wade D. Joiner and his wife, Carla D. Joiner (the "Joiners"), and Greystone Development Company, LLC (Greystone"); said parties being the owners of the real properties identified in the attached Exhibit A which collectively constitute 154.26 acres of the 203.91 acres of the Saddle Creek Acres Subdivision¹ (the "Subdivision" and the property therein is sometimes referred to as the "Subdivision Property") which is identified by the plats recorded in Map Book 14, Page 8, Map Book 14, Page 5 and Map Book 14, Page 19 in the Office of the Judge of Probate of Shelby County (the "Probate Office"), and agree as follows:

WHEREAS, as evidenced by the instrument entitled "Declarations of Restrictions", dated December 3, 1985 and recorded in Book 056 at Page 779 in the Probate Office, the then owners of the land constituting the Subdivision, Robert Riley and Robert A. Enoch, burdened the Subdivision Property with a collection of restrictive covenants "for a period of ten years from the date of said filing unless extended by a vote of the owners of as many as 2/3 of the acres comprising the property which is subject to these restrictions" (the "1985 Covenants"); and

¹ Excluding the Moors, the undersigned constitute the owners of 103.16 of the 152.81± acres subject to the 1998 Covenants (as hereinafter defined).


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WHEREAS, the owners of all of the lands within the Subdivision Property, except the owners of Lots 3, 4B and 4D, executed an instrument entitled "Declaration of Restrictions" dated August 4, 1995 and was recorded as Instrument #1995-21524 in the Probate Office (the "1995 Covenants"); and

WHEREAS, the owners of all the lands within the Subdivision Property, except the owners of Lots 3 and 4B, and Lot 1A, executed an instrument entitled "Agreement With Respect to Establishment of Certain Restrictions and Other Agreements and First Amendment to Declaration of Restrictions" which is dated August 13, 1998 and was recorded in the Probate Office as Instrument #1998-32193 (the "1998 Covenants"); and

WHEREAS, the Moors filed a lawsuit in the Circuit Court of Shelby County, Alabama in 1999 (CV 99-061, the "Lawsuit") against the other owners of the properties in the Subdivision seeking, among other things, a declaration as to the applicability *vel non* of the 1985 Covenants, the 1995 Covenants and the 1998 Covenants to their lands within the Subdivision, Lots 3 and 4B; and

WHEREAS, the Moors contend that the 1995 Covenants are an independent set of covenants from the expired 1985 Covenants, and that the 1998 Covenants are an amendment to the 1995 Covenants and not in any form a modification or extension of the expired 1985 Covenants; and

WHEREAS, the other undersigned parties have disputed the aforesaid position of the Moors in their pleadings in the Lawsuit; and

WHEREAS, external to matters at issue in the Lawsuit, issues have arisen regarding (i) the desire of the majority of the owners of properties within the Subdivision to enforce the four (4) recorded maintenance, repair and replacement agreements for the private drive known as Saddle Creek Trail that traverses Lots 3 and 4B (said portion being henceforth referred to herein as "Saddle

Creek Trail”), (ii) the availability of various utilities and access issues to Lots 3 and 4B, and (iii) the ability of certain utilities to be placed in a portion of Saddle Creek Trail; and


WHEREAS, on August 30, 2002, all of the undersigned and/or their counsel, attended a mediation, but were unable to memorialize formally an agreement and the Shelby County Circuit Court ordered a second mediation (“Mediation #2”); and

WHEREAS, at Mediation #2 all of the undersigned agreed to a resolution of the matters at issue between them as set forth hereinbelow; and

WHEREAS, this instrument is intended to serve as such a memorialization of matters agreed to by the parties to the Mediation #2; however, its terms and the fulfillment thereof are deemed to be a resolution only of some of the matters at issue; nothing contained herein is in anyway deemed to resolve the matters at issue regarding access to Saddle Creek Trail by (i) the owner of Lot 1E within the Subdivision, and (ii) by the owners of the real property located outside the Subdivision.

THEREFORE, BE IT RESOLVED that the undersigned agree as follows:

1. Excluding the Moors, the remaining of the undersigned constitute owners of at least 2/3 of the 152.81± acres subject to the 1995 Covenants and the 1998 Covenants. Said parties agree that the 1995 Covenants and the 1998 Covenants are, and have always been, inapplicable to Lot 3 and Lot 4B (collectively referred to hereinafter as the “Moor Lands”). Accordingly, no subsequent alteration, change, modification or amendment to the 1995 Covenants and the 1998 Covenants shall in any way affect the Moor Lands, as such lands are external to the 1995 Covenants and the 1998 Covenants. Both the 1995 Covenants and the 1998 Covenants shall expire and terminate in their entirety (except as set forth herein) without further action on the part of the parties hereto on August 30, 2007.


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2. In consideration of the others of the undersigned signing this instrument, the Moors agree that they hereby burden the Moor Lands with a restrictive covenant providing that from the effective date hereof, through August 30, 2007, no more than five (5) single family homes may be built on the land constituting the Moor Lands (the "Moor Covenant"). Additionally, any lot, tract or parcel on which such a single family residence is situated, shall constitute at least five (5) acres. The Moor Covenant shall be enforceable by the owners of any Subdivision Property, provided, however, the Moor Covenant shall in no way be subject to alteration, change, modification or amendment by such parties, and the Moor Covenant shall expire automatically on its own terms on August 30, 2007.

3. Greystone agrees that with respect to all properties within the Subdivision, the following obligations will run with the land in perpetuity, and cannot be altered or amended without the consent of the owners of one hundred percent (100%) of the lands within the Subdivision that would be affected by said alterations or amendment, except as provided in Sections 1.08, 2.02, and 3.03 (as amended), respectively, of the 1998 Covenants:²

A. Section 1.01 of Article I (Limitation on Number of Lots) as to lands that were (i) as of the execution of the 1998 Covenants, owned by Greystone, *and any lands acquired after* and (ii) abutted Lots *1998,* 4A and 4C, Saddle Creek Farms and Lots 1B and 1D, Saddle Creek Acres; no more than three (3) single family lots may abut each of Lots 4A, 4C, 1B and 1D. Single Family Lots meaning the definition found in said Section 1.01.

B. The provisions in Section 1.02 of Article I (Golf Course Development) affirming that the portion of Lot 1E, Map Book 14, Page 8, purchased by Greystone Development

² The references in Section 3 are to various provisions of the 1998 Covenants. Any sections or portions thereof, from the 1998 Covenants, not included in Section 3 are not part of this document.

Co., LLC, will be developed only for Golf Course Purposes, as defined in Article II of the 1998 Covenants, and for the construction thereon of the Roadway and Utility Lines, provided, however, that no restrooms, maintenance buildings or other permanent buildings shall be constructed on any portion of the Golf Course Lot.

C. Section 1.03 of Article I (Rear Building Setback Lines) except to the extent previously waived or released.

D. Section 1.04 of Article I (Natural Buffer Areas) except to the extent previously waived or released.

E. Section 1.05 of Article I (Utility Connection Rights).

F. Section 1.08 of Article I (Amendment).

G. Section 2.01 of Article II (Amendment).

H. Section 2.02 of Article II (Amendment).

I. Section 3.01 of Article III (Grant of Easements to Roadway Property).

J. Section 3.02 of Article III (Grant of Easements to Common Amenities).

K. Section 3.03 of Article III (Amendments) of the 1998 Covenants shall be hereby amended in its entirety to read as follows, which Section 3.03 shall continue in perpetuity:

3.03 Amendments. The terms and provisions of this Article III may only be amended with the prior written consent and approval of Developer and the then owners of one hundred percent (100%) of the lands within the Subdivision.


L. Section 4.02 of Article IV (Remedies).

4. Other than the enforcement of (i) the restrictive covenant created by Item 2 hereinabove, and (ii) the rights and obligations for subdivision road maintenance and other road

matters, documented in Book 056, Page 783, dated January 7, 1985; Book 056, Page 823, dated January 10, 1986; Book 068, Page 929, dated April 18, 1986 and Book 184, Page 484, dated May 11, 1988, the undersigned shall have no rights whatsoever to impose any restrictions or limitations upon the Moor Lands without the prior written consent of the then owner(s) of all of the lands constituting the Moor Lands. This prohibition disallows, among other things, the right, ability and/or entitlement of owners of other lands in the Subdivision, whether collectively or individually, to create any new covenants and/or restrictions, or to amend any existing covenants and/or restrictions that would in any way affect the ability of the owners of the Moor Lands to exercise any and all of their rights to use fully, enjoy and develop said lands in accordance with the applicable governmental rules, regulations and laws. In particular, but without limitation, under no circumstances can the lands constituting the Moor Lands be brought under the scope and/or jurisdiction of the expired 1985 Covenants, the 1995 Covenants or the 1998 Covenants without the prior written consent of all of the owner(s) of the Moor Lands. If the necessary number of the owners of the lands subject to the 1995 Covenants and the 1998 Covenants agree to shorten the time period in which the density restrictions thereon are to expire (currently, they are set to expire on August 30, 2007), then the Moor Covenant shall thereby automatically expire on the same date.

5. The Moors contend numerous falsehoods have been perpetrated against them from shortly after their purchase of property in Saddle Creek Subdivision to date. The Defendants dispute such contentions. Any such actions will cease, and the subdivision owners will make every effort to live in peace and harmony to the benefit of all property owners.

6. All of the burdens and benefits hereby created are not personal, but instead shall run with the land and shall burden and benefit the subject properties in perpetuity.


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7. Any amendment to this document must be done in writing and executed by one hundred percent (100%) of the owners of the land within the Subdivision.

Done this _____ day of March, 2004.



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Gary G. Crumpton
Gary G. Crumpton

STATE OF ALABAMA)
 :
COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Gary G. Crumpton, a married man, 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 this 11 day of March 2004.

Virginia N. Cullen
Notary Public
My Commission Expires: 1/13/08

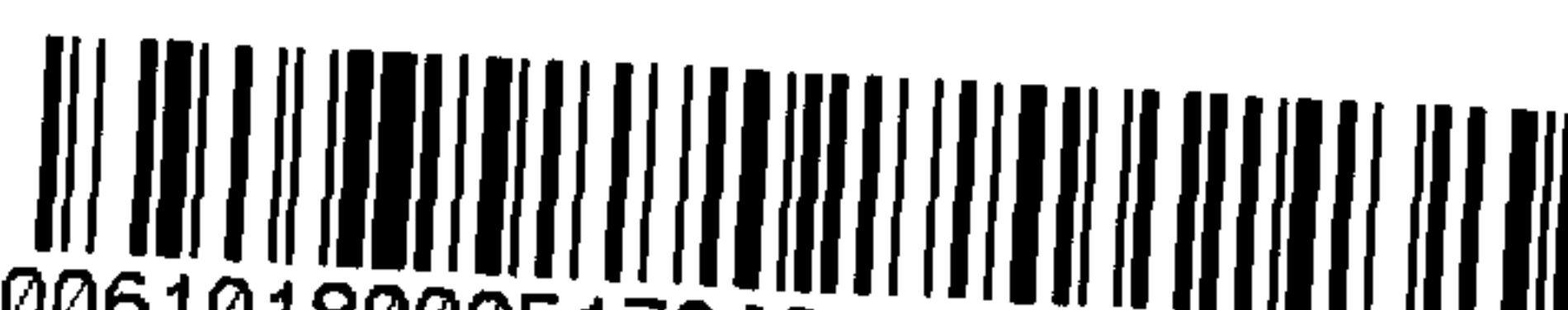
Cheri H. Crumpton
Cheri H. Crumpton

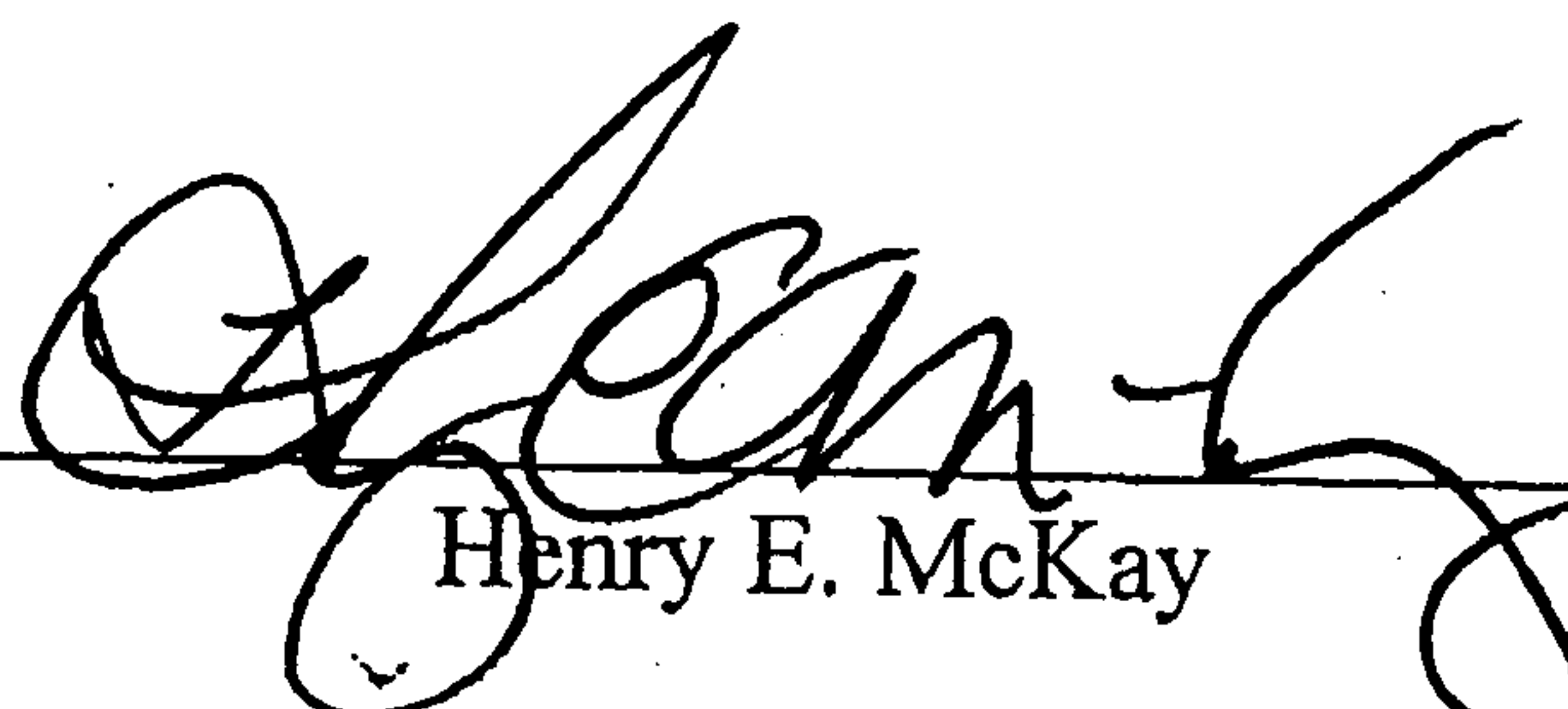
STATE OF ALABAMA)
 :
COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Cheri H. Crumpton, a married woman, 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 on the day the same bears date.

Given under my hand and official seal this 11 day of March 2004.

Virginia N. Cullen
Notary Public
My Commission Expires: 1/13/08

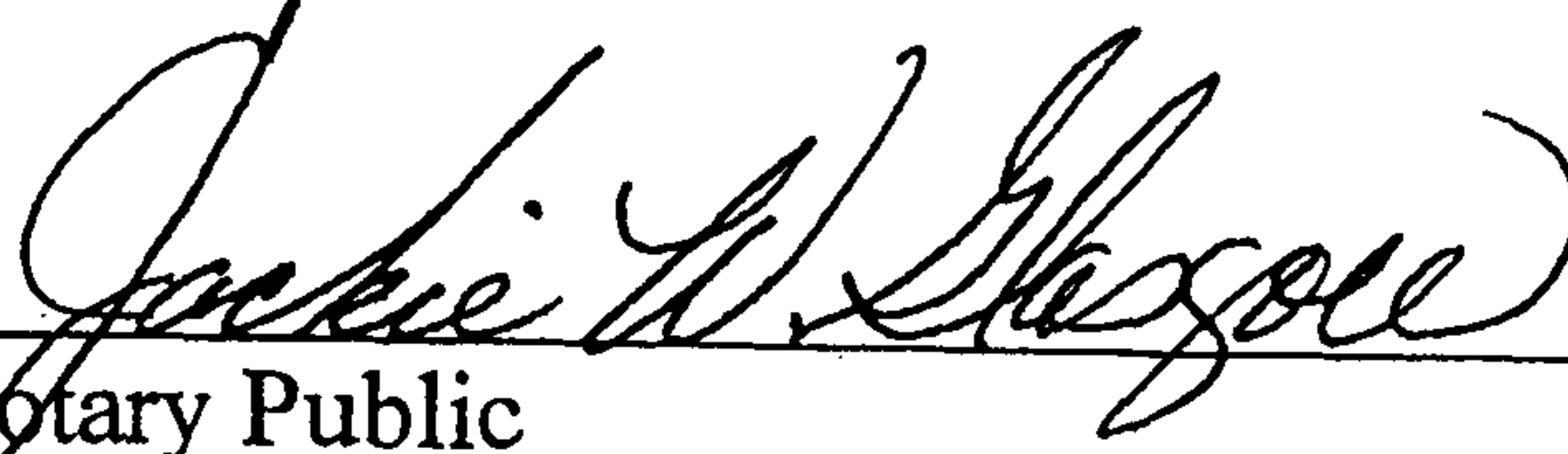

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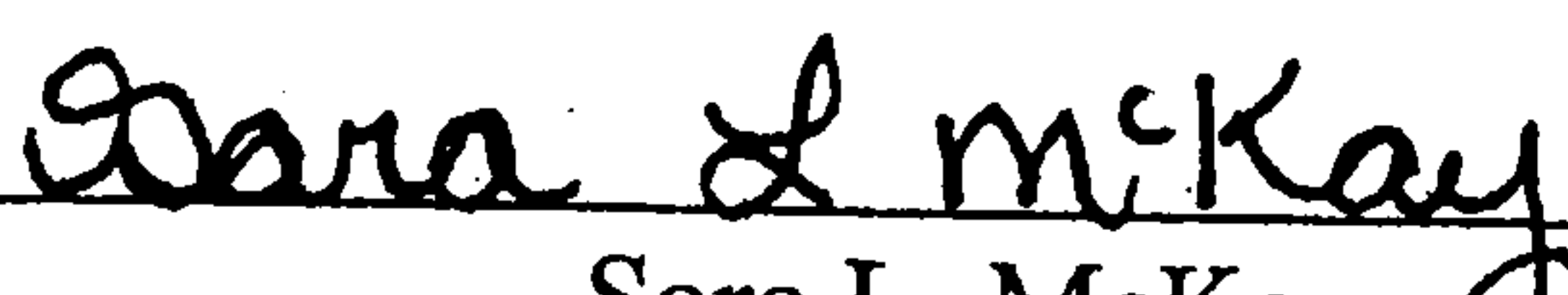

Henry E. McKay

STATE OF ALABAMA)
 :
COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Henry E. McKay, a married man, 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 this 14th day of April 2004.

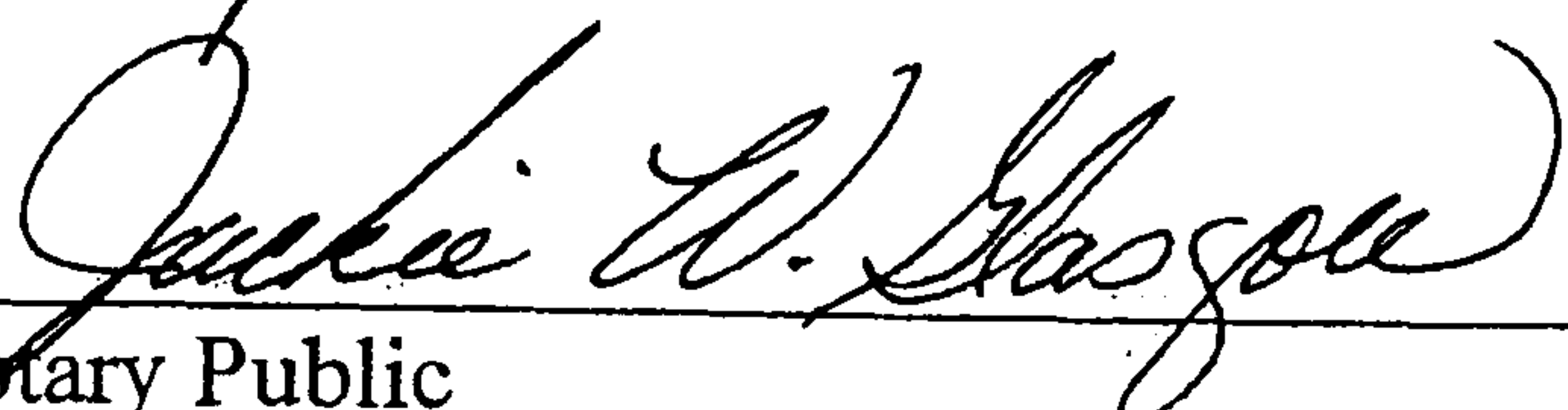

Notary Public
My Commission Expires: 2-26-06


Sara L. McKay

STATE OF ALABAMA)
 :
COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Sara L. McKay, a married woman, 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 this 14th day of April 2004.


Notary Public
My Commission Expires: 2-26-06

Richard G. Weiland
Richard G. Weiland

STATE OF ALABAMA)
 :
St. Clair COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Richard G. Weiland, a married man, 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 this 15th day of April 2004.

Andrea N. Deason
Notary Public
My Commission Expires: June 14, 2007


Sharon M. Weiland
Sharon M. Weiland

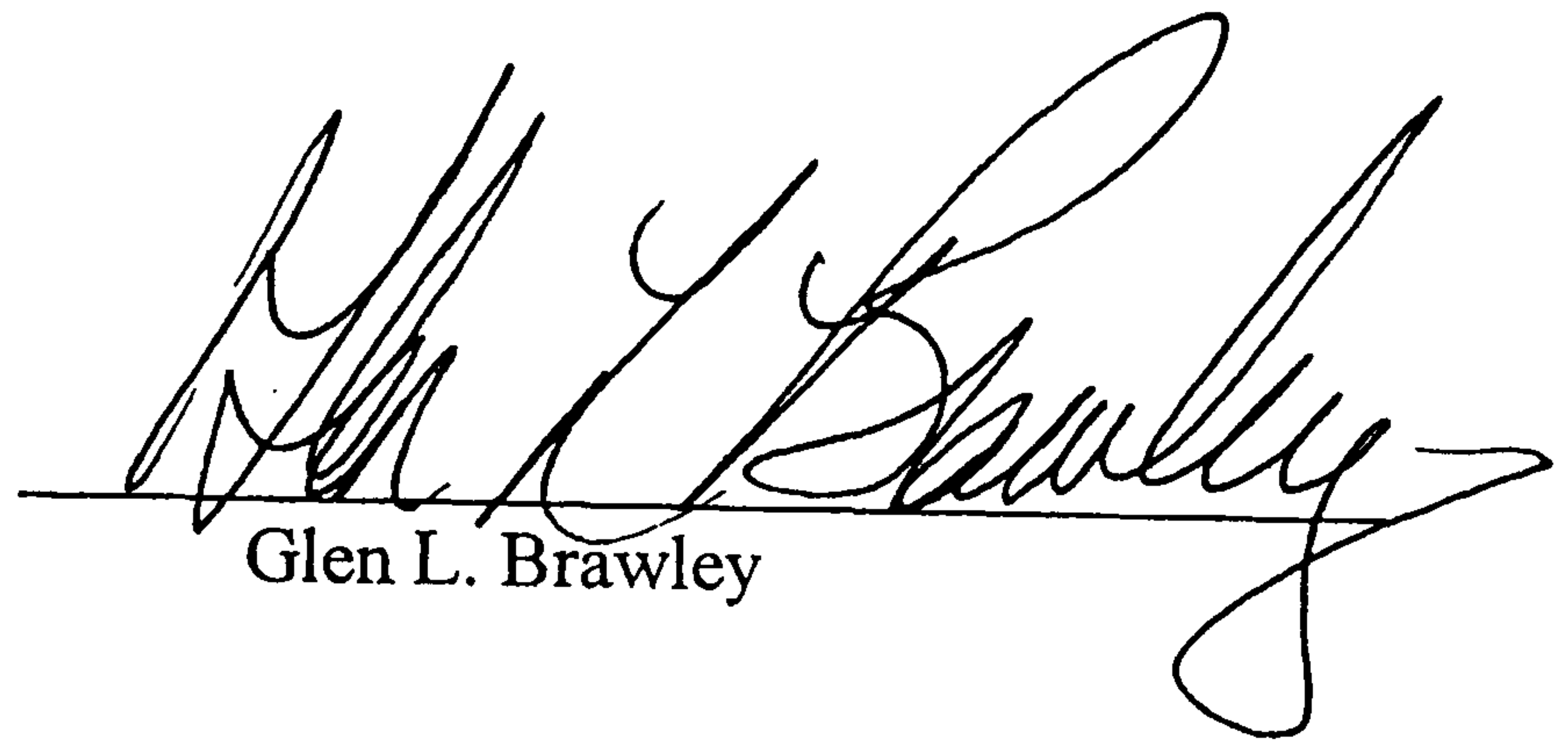
STATE OF ALABAMA)
 :
St. Clair COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Sharon M. Weiland, a married woman, 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 on the day the same bears date.

Given under my hand and official seal this 15th day of April 2004.

Andrea N. Deason
Notary Public
My Commission Expires: June 14, 2007

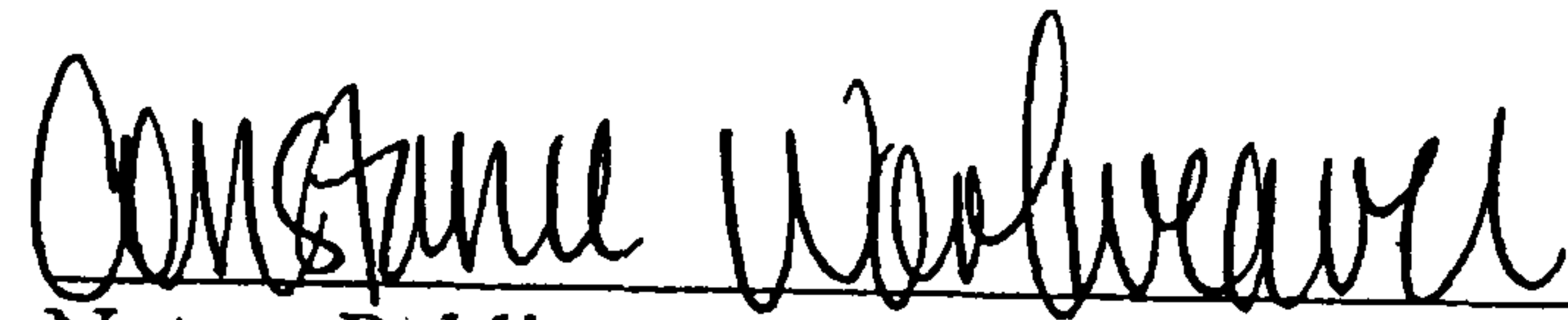

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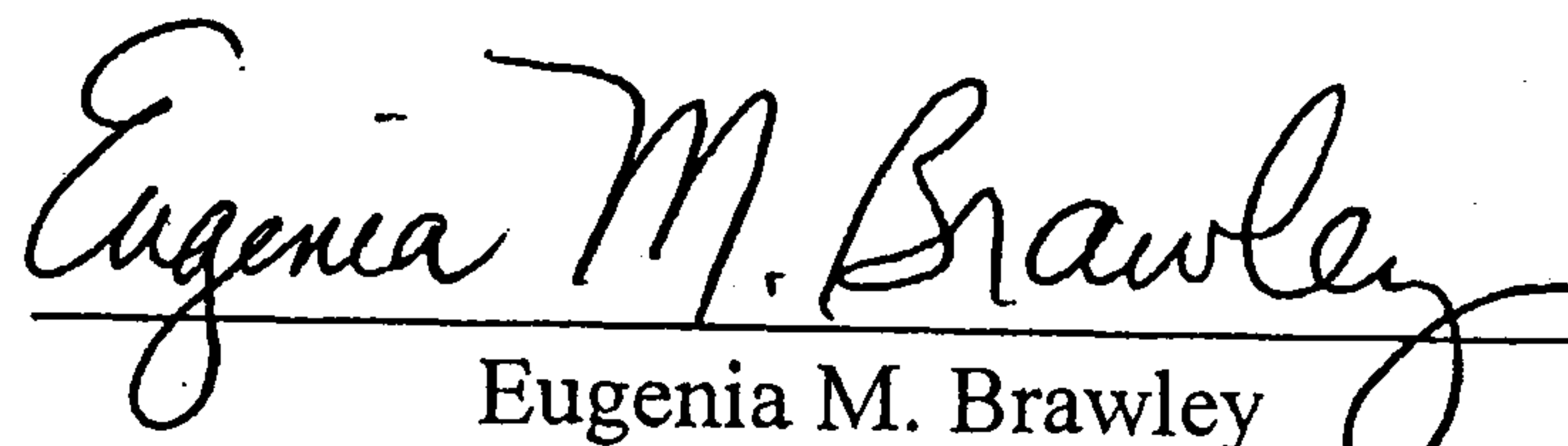

Glen L. Brawley

STATE OF ALABAMA)
 :
COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Glen L. Brawley, a married man, 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 this 17th day of March 2004.

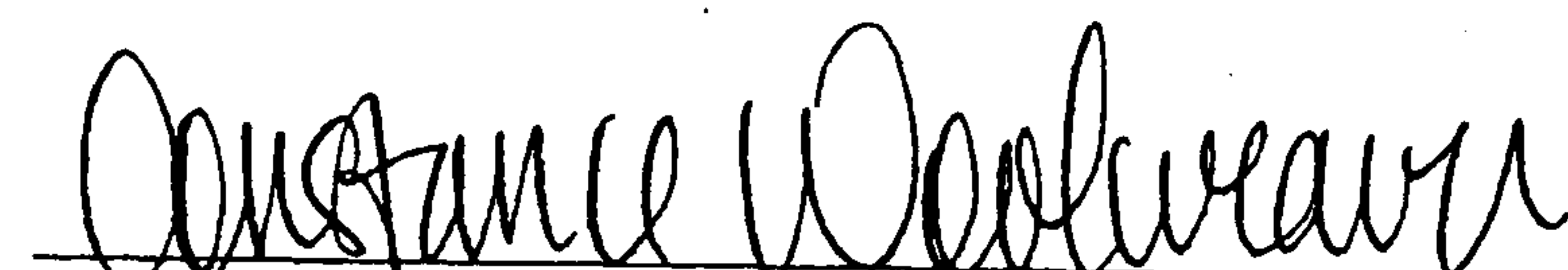

Notary Public
My Commission Expires: **MY COMMISSION EXPIRES**
NOVEMBER 8, 2006



Eugenia M. Brawley

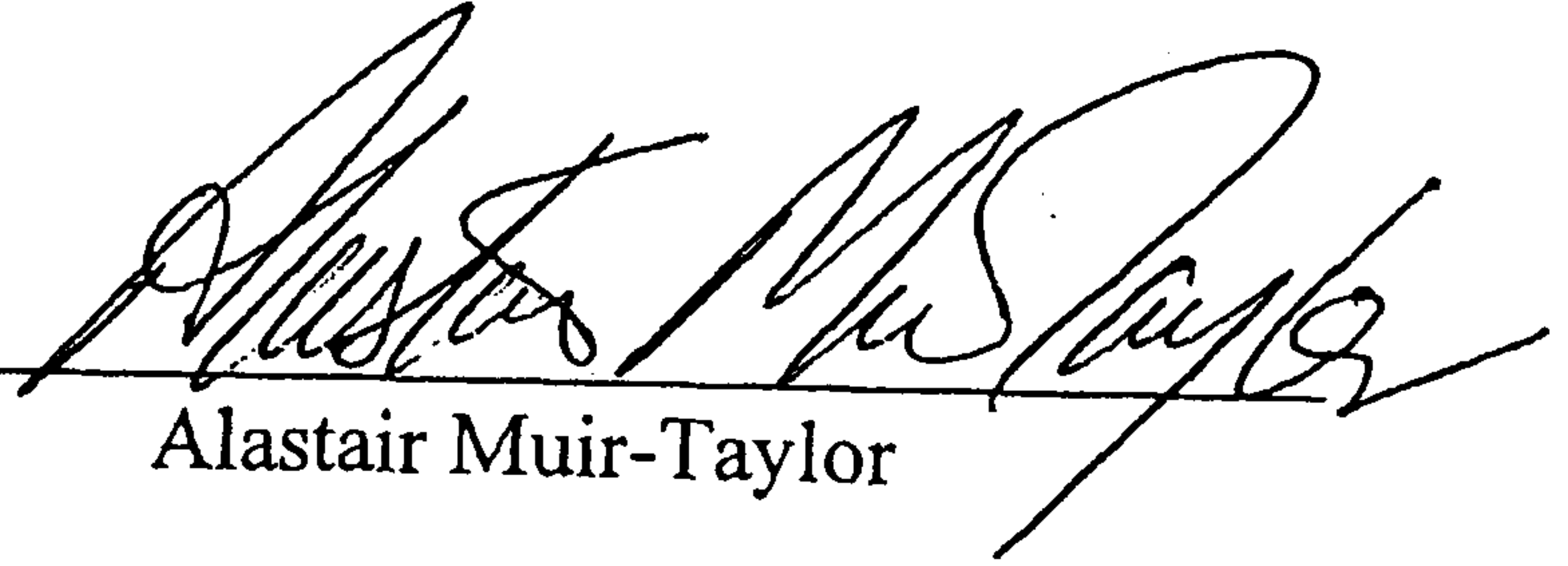
STATE OF ALABAMA)
 :
COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Eugenia M. Brawley, a married woman, 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 on the day the same bears date.

Given under my hand and official seal this 17th day of March 2004.


Notary Public
My Commission Expires: **MY COMMISSION EXPIRES**
NOVEMBER 8, 2006

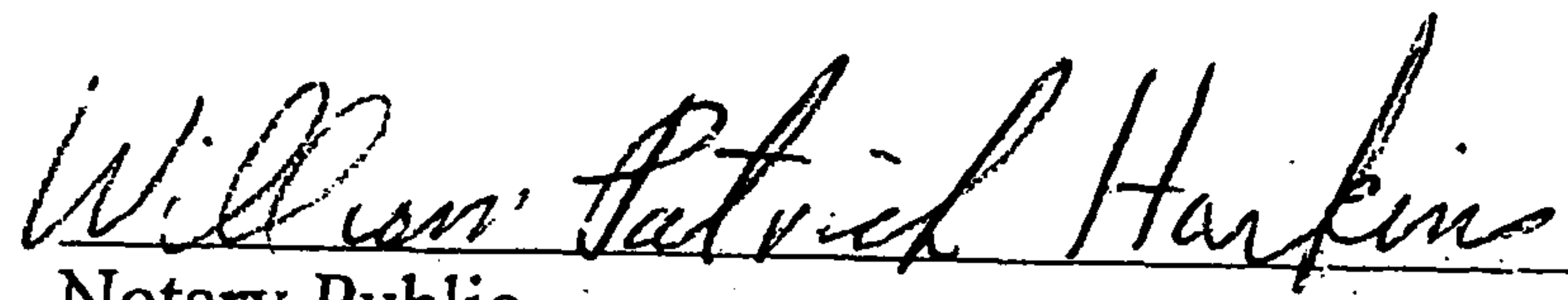

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Shelby Cnty Judge of Probate, AL
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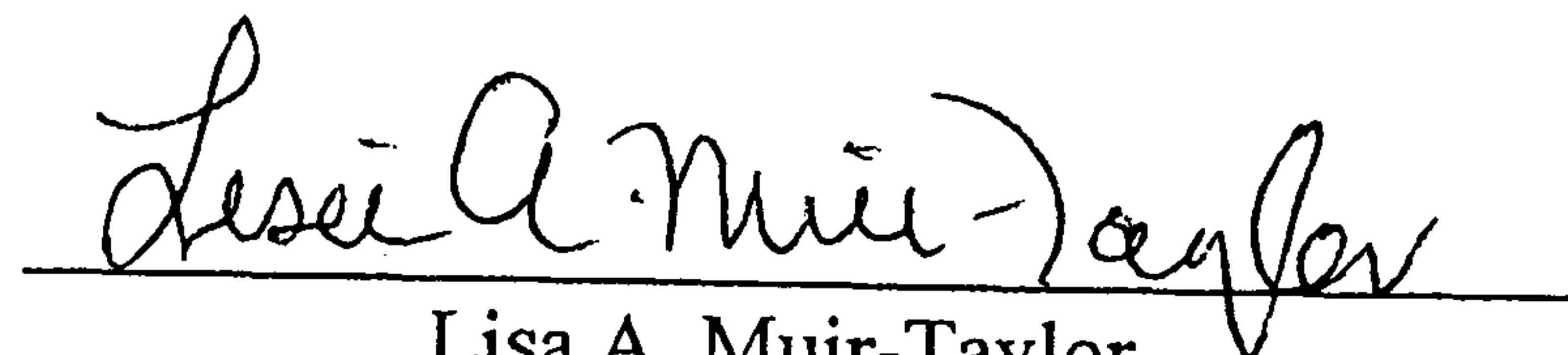

Alastair Muir-Taylor

STATE OF ALABAMA)
 :
COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Alastair Muir-Taylor, a married man, 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 this 21st day of March 2004.

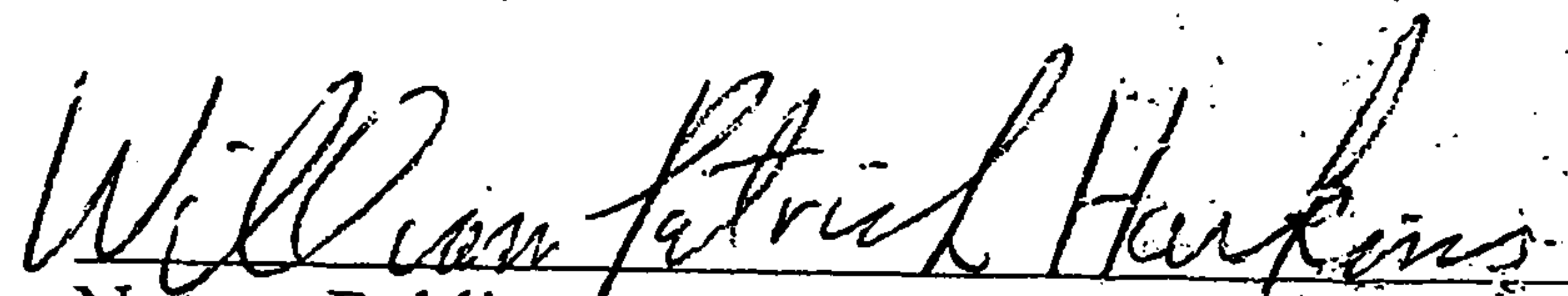

Notary Public
My Commission Expires: 6-9-2004


Lisa A. Muir-Taylor

STATE OF ALABAMA)
 :
COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Lisa A. Muir-Taylor, a married woman, 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 on the day the same bears date.

Given under my hand and official seal this 21st day of March 2004.


Notary Public
My Commission Expires: 6-9-2004

M. Eugene Moor

M. Eugene Moor

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that M. Eugene Moor, a married man, 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 this 26th day of February 2004.

F. C. Hallaway

Notary Public

My Commission Expires: 11-15-05

Vera Aukes Moor

Vera Aukes Moor

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Vera Aukes Moor, a married woman, 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 on the day the same bears date.

Given under my hand and official seal this 26th day of February 2004.

F. C. Hallaway

Notary Public

My Commission Expires: 11-15-05



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Shelby Cnty Judge of Probate, AL
10/18/2006 03:42:15PM FILED/CERT

D. Wade Joiner
Wade D. Joiner

STATE OF ALABAMA)
 :
COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Wade D. Joiner, a married man, 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 this 19th day of March 2004.

Judyn Allen Finkbeiner
Notary Public
My Commission Expires: 2/25/04

Carla D. Joiner
Carla D. Joiner

STATE OF ALABAMA)
 :
Shelby COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Carla D. Joiner, a married woman, 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 on the day the same bears date.

Given under my hand and official seal this 18 day of March 2004.

Regina M. Givens
Notary Public
My Commission Expires: MARCH 21, 2004



Greystone Development Company, LLC

By: _____
Its: _____

STATE OF ALABAMA)
 :
COUNTY)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of Greystone Development Company, LLC, a _____, is signed to the foregoing, and who is known to me, acknowledged before me on this day that being informed of the contents of the foregoing, _____ as such officer and with full authority executed the same voluntarily for and as the act of said _____ on the day the same bears date.

Given under my hand and official seal this _____ day of _____ 2004.

Notary Public
My Commission Expires: _____



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Greystone Development Company, LLC
By: Daniel Realty Corporation
Its: Manager

By: Christopher A. Brown
Its: Sr Vice President

STATE OF ALABAMA)
:
COUNTY)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Christopher A Brown, whose name as Sr VP of Daniel Realty Corporation, an Alabama corporation, as Manager of Greystone Development Company, LLC, an Alabama corporation, is signed to the foregoing, and who is known to me, acknowledged before me on this day that being informed of the contents of the foregoing, 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 the aforesaid limited liability company, on the day the same bears date.

Given under my hand and official seal this 8th day of May 2004.

Lynette A. McCarver
Notary Public MY COMMISSION EXPIRES AUGUST 2, 2004
My Commission Expires: _____



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EXHIBIT "B"

EXHIBIT B

Lots 1A, 1B, 1C, 1D, 1E , according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office");

Lots 3, 4A, 4B, 5A, 5B, 5C and 5D, according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Probate Office; and

Lots 4C and 4D, according to the Resurvey of Lots 4C and 4D, Saddle Creek Farms, as recorded in Map Book 14, Page 19 in the Probate Office.



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