



20070626000298250 1/9 \$35.00
Shelby Cnty Judge of Probate, AL
06/26/2007 09:10:48AM FILED/CERT

**SEVENTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF GREYSTONE OFFICE PARK**

Dated: June 26, 2007

This instrument prepared by:
Carol H. Stewart
Burr & Forman LLP
3400 Wachovia Tower
420 North 20th Street
Birmingham, Alabama 35203
(205) 251-3000

**SEVENTH AMENDMENT
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DECLARATION
OF
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**STATE OF ALABAMA)
SHELBY COUNTY)**

THIS SEVENTH AMENDMENT to the Declaration of Greystone Office Park, is made this 26th day of June, 2007, by **DANIEL REALTY COMPANY, LLC**, an Alabama limited liability company (the "Developer") and by the Lot Owners whose signatures are shown on the signature pages hereof, for the purpose of amending the Declaration of Covenants, Conditions and Restrictions of Greystone Office Park recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument # 1992-22117 on October 2, 1992, as it has been amended, to amend and restate Article VI, Section 6.24 to allow under certain conditions outlined below office condominiums in the Property.

WITNESSETH

WHEREAS, the Declaration was filed for the purpose of developing, improving, leasing and selling the real property situated in Hoover, Shelby County, Alabama in accordance with the Plan of Greystone Office Park recorded in Map Book 222 Page 45 in the Office of the Judge of Probate of Shelby County;

WHEREAS, there have been six amendments to the Declaration recorded in the Office of the Judge of Probate of Jefferson County, Alabama;

WHEREAS, pursuant to Article X, Section 10.02, the Developer desires to amend and restate Article VI, Section 6.24 of the Declaration to delete prohibitions against office condominiums within the Property and to place certain conditions and restrictions on the office condominiums that may be developed within the Property by the recording of this Seventh Amendment.

NOW THEREFORE, upon recording hereof, the Developer and the requisite number of Lot Owners as required under the Declaration by filing this Seventh Amendment to the Declaration of Greystone Office Park, do hereby amend the Declaration as follows:

1. The Developer and the requisite number of Owners as set forth in Article X, Section 10.02, do hereby amend and restate Article VI, Section 6.24 which previously provided:

No Lot may be subdivided or resubdivided without the prior written approval of Developer. No Lot or Building shall be sold or owned under any condominium, time-interval or similar right-to-use programs.

to provide as follows:

No Lot may be subdivided or resubdivided without the prior written approval of Developer. No Lot or Building shall be sold or owned under any time-interval or similar right-to-use programs. Office condominiums will be allowed on the Lots in the Property so long as all units in the condominium exceed 2000 square feet in size, and so long as all entrance and exit doors to units in the condominium are contained within an interior common lobby and such unit doors are not visible from the streets or other Lots in the Property.

2. This Seventh Amendment shall in no wise affect the voting interests as set forth in Section 4.03 of the Covenants. Should any Lot be submitted to the condominium form of ownership, the votes allocated to that Lot shall not change and the votes allocated to that Lot before submitting the Lot to the condominium form of ownership shall be voted by the condominium association.

3. All Lot Owners have been notified of this Seventh Amendment and the requisite number of Lot Owners as set forth in Article X, Section 10.02 of the Covenants have executed this Seventh Amendment.

4. It is the intention of the Developer that the provisions of this Seventh Amendment to Declaration are severable, so that if any provision is invalid or void under any applicable federal, state or local law or ordinance, decree, order, judgment or otherwise, the remainder shall be unaffected thereby.

5. The provisions of this Seventh Amendment to Declaration shall be liberally construed to effectuate its purpose of amending and restating Article VI, Section 6.24 of the Declaration.

6. This Seventh Amendment to Declaration has been executed by the undersigned and filed in the Office of the Judge of Probate of Shelby County, Alabama for the purposes stated above. Except for the aforesaid, the terms and conditions of the Declaration shall continue to be in full force and effect without any other changes whatsoever.

7. Capitalized terms as used herein shall have the same meaning as they are defined in the Declaration, unless the context clearly indicates a different meaning therefore.

IN WITNESS WHEREOF, the Developer and the following Lot Owners have executed this Seventh Amendment to Declaration on this 21st day of June, 2007.

DANIEL REALTY COMPANY, LLC,
an Alabama limited liability company

By: Daniel Realty Corporation, an Alabama
corporation
Its: Manager

By: *Patrick A. Walters*
Its: *SR VP*

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Patrick A. Walters whose name as Senior Vice President of Daniel Realty Corporation, an Alabama corporation, as manager of **DANIEL REALTY COMPANY, LLC**, an Alabama limited liability company, is signed to the foregoing Seventh Amendment to Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Seventh Amendment to Declaration, she/he, in his/her capacity as such duly authorized representative, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 21st day of June, 2007.

Debbie D. Stephens
Notary Public

[NOTARIAL SEAL]

My commission expires: 4-10-2010

**GREYSTONE REALTY INVESTORS,
LLC,**
an Alabama limited liability company

Allen Stamer
By: Greystone Realty Investors
Its: President LLC

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ELLEN STAMER whose name as PRESIDENT of **GREYSTONE REALTY INVESTORS, LLC**, an Alabama limited liability company, is signed to the foregoing Seventh Amendment to Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Seventh Amendment to Declaration, she/he, in his/her capacity as such duly authorized representative, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 22nd day of June, 2007.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: My Commission Expires May 29, 2011

My Commission Expires May 29, 2011

HEDDEN PLASTIC SURGERY, P.C.,
an Alabama professional corporation

William J. Hedden
By: William J. Hedden, MD
Its: President

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William Hedden whose name as President of **HEDDEN PLASTIC SURGERY, P.C.**, an Alabama professional corporation, is signed to the foregoing Seventh Amendment to Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Seventh Amendment to Declaration, she/he, in his/her capacity as such duly authorized representative, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 21st day of June, 2007.

Marcia G. Ferguson
Notary Public

[NOTARIAL SEAL]

My commission expires: 3-08-08

JCG INVESTMENTS, LLC,
an Alabama limited liability company

By: Jayne Getsinger
Its: President

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jayne Getsinger whose name as President of **JCG INVESTMENTS, LLC**, an Alabama limited liability company, is signed to the foregoing Seventh Amendment to Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Seventh Amendment to Declaration, she/he, in his/her capacity as such duly authorized representative, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 25th day of June, 2007.

Charlotte Ward
Notary Public

[NOTARIAL SEAL]

My commission expires: 7-30-09

RIME INC., an Alabama corporation

Harold W. Ripps
By: Harold W. Ripps
Its: President

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Harold W. Ripps whose name as President of RIME INC., an Alabama corporation, is signed to the foregoing Seventh Amendment to Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Seventh Amendment to Declaration, she/he, in his/her capacity as such duly authorized representative, executed the same voluntarily on the day the same bears date.

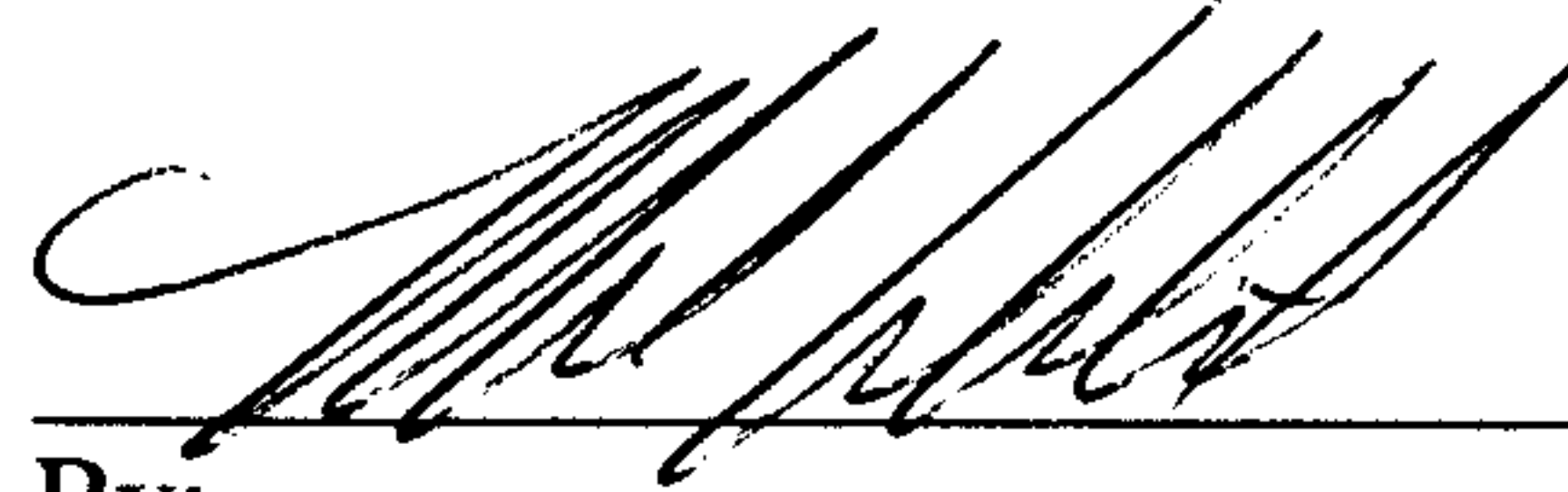
Given under my hand and seal of office this 25 day of June, 2007.

Andra Jackson
Notary Public

[NOTARIAL SEAL]

My commission expires: 10/14/10

WHITCOMB PROPERTIES, LLC,
an Alabama limited liability company



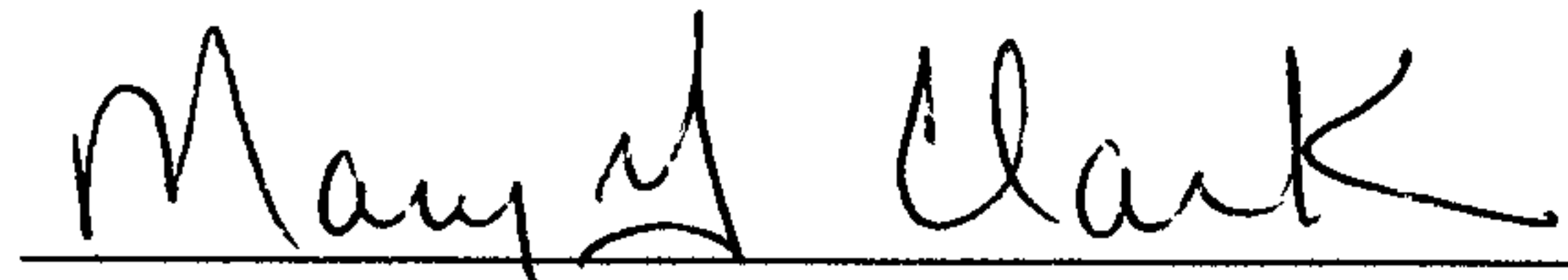
By: _____

Its: Marshall A. Achten

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mike Whitcomb whose name as MANAGING partner of **WHITCOMB PROPERTIES, LLC**, an Alabama limited liability company, is signed to the foregoing Seventh Amendment to Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Seventh Amendment to Declaration, she/he, in his/her capacity as such duly authorized representative, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 21 day of June, 2007.



Notary Public

[NOTARIAL SEAL]

My commission expires: 2/6/2010