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Jefferson County, Alabama
I certify this instrument filed on:
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Judge of Probate- Alan L. King

STATE OF ALABAMA :

COUNTY OF SHELBY

QUITCLAIM DEED AND ASSIGNMENT

THIS QUITCLAIM DEED AND ASSIGNMENT (this "<u>Deed</u>") is made and entered into as of the <u>33rd</u> day of July, 2007, but effective as of March 31, 2007, by **GREYSTONE DEVELOPMENT COMPANY, LLC**, an Alabama limited liability company ("<u>Grantor</u>"), in favor of **GREYSTONE LEGACY HOMEOWNERS'ASSOCIATION, INC.**, an Alabama nonprofit corporation ("<u>Grantee</u>").

RECITALS:

Grantor is the "Developer", as defined in the Greystone Legacy Declaration of Covenants, Conditions and Restrictions dated as of December 1, 1999 which has been recorded as Instrument #1999-50995 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), and which has been amended by (i) First Amendment thereto dated February 9, 2000 and recorded as Instrument No. 2000-04911 in said Probate Office, (ii) Second Amendment thereto dated September 28, 2000 and recorded as Instrument No. 2000-34390 in said Probate Office, (iii) Third Amendment thereto dated November 20, 2000 and recorded as Instrument No. 2000-40197 in said Probate Office, (iv) Fourth Amendment thereto dated April 26, 2001 and recorded as Instrument No. 2001-16407 in said Probate Office, (v) Fifth Amendment thereto dated November 7, 2001 and recorded as Instrument No. 2001-48193 in said Probate Office, (vi) Sixth Amendment thereto dated August 22, 2002 and recorded as Instrument No. 20020823000401390 in said Probate Office and (vii) Seventh Amendment thereto dated as of September 30, 2002 and recorded as Instrument No. 20021003000479580 in said Probate Office, (viii) Eighth Amendment thereto dated as of February 20, 2003 and recorded as Instrument No. 20030220000107790 in said Probate Office, (ix) Ninth Amendment thereto dated as of April 24, 2003 and recorded as Instrument No. 20030424000253400 in said Probate Office, (x) Tenth Amendment thereto dated as of May 7, 2003 and recorded as Instrument No. 20030507000283000 in said Probate Office, (xi) Eleventh Amendment thereto dated as of October 23, 2003 and recorded as Instrument No. 20031023000711510 in said Probate Office, (xii) Twelfth Amendment thereto dated as of October 31, 2003 and recorded as Instrument No. 20031105000735500 in said Probate Office, (xiii) Thirteenth Amendment thereto dated as of January 23, 2004 and recorded as Instrument No. 20040129000047160 in said Probate Office and (xiv) Fourteenth Amendment thereto dated as of May 21, 2004 and recorded as Instrument No. 20040521000271310 in said Probate Office, (xiv) Fourteenth Amendment thereto dated as of May 21, 2004 and recorded as Instrument No. 200407/4395 in said Probate Office, (xv) Fifteenth Amendment thereto dated as of September 27, 2004 and recorded as Instrument No. 20040927000532560 in said Probate Office, (xvi) Sixteenth Amendment thereto dated October 13, 2006 and recorded as Instrument No. 20061013000509240 in said Probate Office and (xvii) Seventeenth Amendment thereto dated March 31, 2007 and recorded as Instrument No. awnown an said Probate Office (collectively, the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

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Grantee is the "Association", as defined in the Declaration.

The Property, as defined in the Declaration, has been developed for single-family residential purposes utilizing roadways which have been constructed, operated and maintained as private roadways with guard gates and guard houses to limit and otherwise restrict entry by the general public into the Property. Exhibit A attached hereto and incorporated herein by reference sets forth the names of the subdivisions and the original subdivision plats (collectively, the "Subdivision Plats") into which Lots within the Property have been subdivided by Grantor and also sets forth the names of those streets and roadways (collectively, the "Private Streets") within the Property which have at all times been constructed, operated and maintained as private streets and roadways and heretofore designated and treated as Common Areas.

Within the Property are certain areas which do not constitute Lots or Dwellings which Grantor has previously designated and treated as Common Areas, which areas consist of parks, nature areas, preserves and other real property (collectively, the "Common Area Property") which are more particularly described in Exhibit B attached hereto and incorporated herein by reference.

Grantor is also a party to those third party agreements (collectively, the "<u>Third Party Agreements</u>") which are more particular described in <u>Exhibit C</u> attached hereto and incorporated herein by reference which relate to the Property.

Subject to the remaining terms and provisions of this Deed, (a) Grantor desires to (i) quitclaim to Grantee, all of Grantor's interest in and to the Private Streets and the Common Area Property (subject to the reservation of rights set forth herein pursuant to which Grantor will reserve the right to continue to use and enjoy the same), and (ii) quitclaim and assign to Grantee all of Grantor's right, title and interest, if any, in and to the Third Party Agreements as well as certain other rights and interests of Grantor, as hereinafter provided, and (b) Grantee desires to accept and assume all of Grantor's right, title and interest in and to the Private Streets, Common Area Property and Third Party Agreements.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

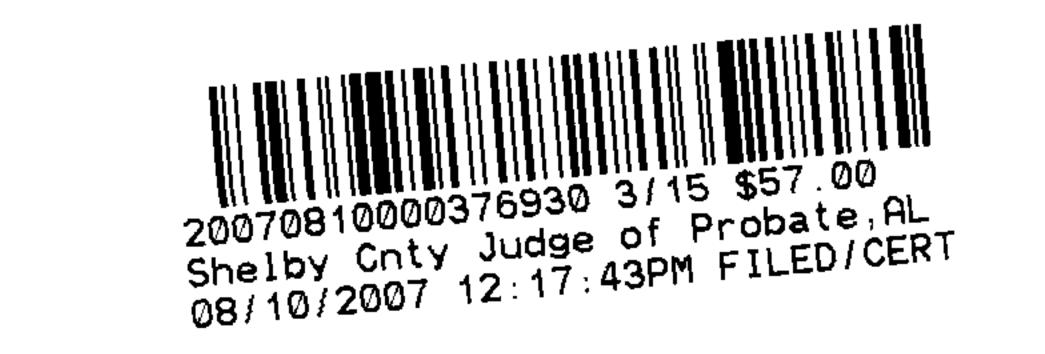
- 1. Subject to the remaining terms and provisions of this Deed, including, without limitation, the rights reserved by Grantor pursuant to Paragraph 3 below, Grantor does hereby REMISE, RELEASE, QUITCLAIM AND TRANSFER to Grantee all of Grantor's right, title and interest, if any, in and to the following described real property (collectively, the "Real Property") situated in Shelby County, Alabama:
- (a) All of the Private Streets, as shown on the Subdivision Plats, within the Property;
 - (b) All of the Common Area Property;

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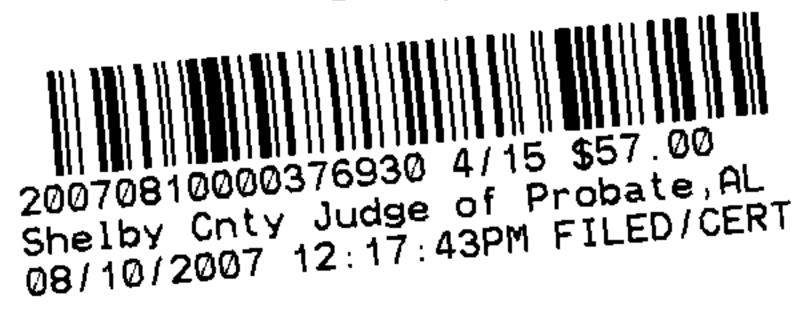
- (c) Any and all street lights, traffic lights, street and other signage, lighting, guard houses, gates, gate houses, limited access devices, medians, landscaping, playground equipment, sanitary sewer lift (or pump) stations and all other improvements, fixtures and appurtenances, if any, owned by Grantor and situated on, in or upon any of the Real Property (collectively, the "Appurtenances");
 - (d) The Third Party Agreements;
- (e) Grantor's rights, if any, to install security and exercise any other rights set forth in Section 3.03(b) of the Declaration; and
- (f) Grantor's rights, if any, to dedicate any of the Private Streets and otherwise exercise all of the rights set forth in Section 3.03(c) of the Declaration.

TO HAVE AND TO HOLD to Grantee, its successors and assigns, forever.

- 2. Notwithstanding anything provided in this Deed to the contrary, the rights and interests, if any, in and to the Real Property and the Appurtenances conveyed by Grantor to Grantee herein are conveyed subject to the terms and provisions of Paragraph 3 below and the rights and interests of any and all third parties who may have any interests (whether via easements, use agreements or otherwise) in or to any of the Real Property and the Appurtenances or the use of the same. All of the Real Property and Appurtenances constitute Common Areas, as currently defined in the Declaration, and, regardless of whether the current definition of Common Areas is subsequently amended or modified, the Real Property may not be used or developed for any other purpose or use other than as Common Areas, as such term is presently defined in the Declaration.
- Except for the limited rights assigned by Grantor to Grantee as expressly set forth in Paragraphs 1(e) and 1(f) above of this Deed, Grantor does hereby expressly reserve and retain, forever, for itself and its successors and assigns, all other rights, easements and benefits set forth in the Declaration, including, without limitation, all rights in, to and under Sections 2.02, 2.03 and 2.08 of the Declaration and Sections 3.01 through 3.09, inclusive, of the Declaration, which rights shall continue in full force and effect and may be exercised from time to time and at any time by Grantor, including, without limitation, at any time from and after the date on which Grantor no longer owns any Lot or Dwelling in the Property. As a result of the foregoing reservation of rights, Grantor and its successors and assigns shall have the right at any time after the date hereof (including at any time after Grantor no longer owns any Lot or Dwelling in the Property) to continue to exercise all of the rights granted to or reserved by Grantor under the Declaration, including, without limitation, the rights created pursuant to Sections 2.02, 2.03, 2.08 and 3.01 through 3.09, inclusive, of the Declaration, which allow Grantor, its successors and assigns, among other things, to add Additional Property to the Declaration, to use any and all of the Common Areas within the Property and to exercise all easement rights established and reserved by Grantor pursuant to the Declaration.



- 4. Grantee, by acceptance of this Deed, does hereby:
- (a) Accept and assume all of the Real Property and all of Grantor's interest, if any, in and to the Third Party Agreements, including, without limitation, the assumption of all obligations of Grantee under the Third Party Agreements from and after the date hereof.
- (b) Covenant and agree that, from and after the date of this Deed, Grantee will, at its sole cost and expense, (i) fully and completely perform all of Grantor's obligations under the Declaration with respect to the Real Property and the Appurtenances (other than with respect to the rights reserved or retained by Grantor pursuant to Paragraph 3 of this Deed), (ii) fully and completely perform and at all times comply with any statutes, code provisions, ordinances, rules, regulations or requirements (collectively, the "Governmental Requirements") of any Governmental Authority which are applicable to the ownership, maintenance, repair, upkeep, operation and replacement of any of the Real Property and the Appurtenances, including, without limitation, the obligation to at all times maintain the Real Property and all of the Appurtenances in good condition and repair and in accordance with all applicable Governmental Requirements and (iii) fully and completely perform and at all times comply with all of the obligations of Grantor under any of the Third Party Agreements.
- (c) Acknowledge and agree that (i) the Real Property and the Appurtenances are transferred and conveyed to Grantee AND GRANTEE ACCEPTS THE REAL PROPERTY AND THE APPURTENANCES "AS IS AND WITH ALL FAULTS", WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, and (ii) GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PHYSICAL CONDITION, HABITABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE, MERCHANTABILITY, WORKMANSHIP OR QUALITY OF THE REAL PROPERTY OR THE APPURTENANCES OR AS TO ANY OTHER MATTERS OF ANY NATURE WHATSOEVER.
- (d) Acknowledge and agree that Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding whether any underground storage tanks or any hazardous or toxic waste, substances or materials (including, but not limited to, asbestos, radon gas, formaldehyde, polychlorinated biphenyls and "black mold"), are currently present or at any time prior to the date hereof been located in, on, under, upon or adjacent to the Real Property and the Appurtenances.
- (e) Irrevocably and unconditionally waive, release and forever discharge Grantor, its agents, employees, partners, officers, directors, shareholders, affiliates, subsidiaries and mortgagees and their respective successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, suits, obligations, damages, costs, expenses, losses and liabilities of ever kind and nature, known or unknown, arising out of or as a result of any past, present or future soil, surface and subsurface condition, known or unknown (including, without limitation, sink holes, underground mines. tunnels, water channels and limestone formations and deposits), under or upon the Real Property and the



Appurtenances or any other real property surrounding, adjacent to or in close proximity with the Real Property and the Appurtenances which may be owned by Grantor or any affiliates or subsidiaries thereof.

- been constructed and used at all times as private streets, Grantor has not made and does not make any representations or warranties concerning any security matters affecting the Property at any time and Grantee, by acceptance of this Deed, acknowledges and agrees that Grantor has not made and does not make any prior, present or future representations concerning the security of the Property or any Improvements situated thereon.
- 5. This Deed may not be modified or amended except by a written instrument executed by both Grantor and Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Deed to be executed as of the day and year first above written.

GRANTOR:

GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company

By: DANIEL REALTY CORPORATION, an Alabama corporation, Its Manager

By:

Tto

GRANTEE:

GREYSTONE LEGACY HOMEOWNERS' ASSOCIATION, INC., an Alabama nonprofit

corporation

By:

Its:

Hesiden

STATE OF ALABAMA)
SHELBY COUNTY :
I, 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 REALTY CORPORATION, an Alabama corporation, as Manager of GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation in its capacity as Manager of the aforesaid limited liability company.
Given under my hand and official seal this the 30th day of March, 2007.
My Commission Expires: March 3, 2008 [NOTARIAL SEAL]
STATE OF ALABAMA)
SHELBY COUNTY :
I, the undersigned, a notary public in and for said county in said state, hereby certify that Karney Fuller, whose name as President of GREYSTONE LEGACY HOMEOWNERS' ASSOCIATION, INC., an Alabama nonprofit corporation, 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 nonprofit corporation.
Given under my hand and official seal this 23 day of July, 2007.
Notary Public Notary Public STATE OF ALABAMA AT LARCE NOTARIAL SEAL] [NOTARIAL SEAL] My Commission Expires:

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
(205) 521-8429

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EXHIBIT A

Schedule of Subdivision Plats and Private Streets

Greystone Legacy, 1st Sector

Legacy Drive, Langston Place, North Highfield Court, North Highfield Drive and Legacy Court as described and shown on the Survey of Greystone Legacy, 1st Sector as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama.

Greystone Legacy, 2nd Sector

Legacy Drive, Ramsay Road and McCormack Way as described and shown on the Survey of Greystone Legacy, 2nd Sector as recorded in Map Book 27, Page 66 in the Office of the Judge of Probate of Shelby County, Alabama.

Greystone Legacy, 3rd Sector

Ramsay Road and McCormack Way as described and shown on the Survey of Greystone Legacy, 3rd Sector as recorded in Map Book 27, Page 109 in the Office of the Judge of Probate of Shelby County, Alabama.

Greystone Legacy, 4th Sector

Legacy Drive and Steward's Glen as described and shown on the Survey of Greystone Legacy, 4th Sector as recorded in Map Book 28, Page 41 in the Office of the Judge of Probate of Shelby County, Alabama.

Greystone Legacy, 5th Sector, Phase I

Legacy Drive as described and shown on the Survey of Greystone Legacy, 5th Sector, Phase I as recorded in Map Book 29, Page 20 in the Office of the Judge of Probate of Shelby County, Alabama.

Greystone Legacy, 5th Sector, Phase II

Legacy Drive and Springbank Terrace as described and shown on the Survey of Greystone Legacy, 5th Sector, Phase II as recorded in Map Book 32, Pages 85 A & B in the Office of the Judge of Probate of Shelby County, Alabama.

Greystone Legacy, 5th Sector, Phase III

Legacy Drive and Saddle Creek Parkway as described and shown on the Survey of Greystone Legacy, 5th Sector, Phase III as recorded in Map Book 33, Page 56 in the Office of the Judge of Probate of Shelby County, Alabama.

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Greystone Legacy, 6th Sector

Legacy Drive, Crown Circle and Trinity Court as described and shown on the Survey of Greystone Legacy, 6th Sector as recorded in Map Book 29, Page 21 in the Office of the Judge of Probate of Shelby County, Alabama.

Greystone Legacy, 7th Sector

Royal Mile as described and shown on the Survey of Greystone Legacy, 7th Sector as recorded in Map Book 30, Page 43 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama.

Greystone Legacy, 8th Sector, Phase I

Legacy Drive, as described and shown on the Survey of Greystone Legacy, 8th Sector, Phase I as recorded in Map Book 31, Pages 14 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama.

Greystone Legacy, 8th Sector, Phase II

Perthshire Court, Deerhurst Court, Sutherland Place and Hillside Crescent as described and shown on the Survey of Greystone Legacy, 8th Sector, Phase II as recorded in Map Book 31, Pages 54 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama and as recorded in Map Book 209, Page 80 in the Office of the Judge of Probate of Jefferson County, Alabama.

Greystone Legacy, 9th Sector

Springbank Terrace, Guardbridge Court, Aberlady Place, Glassford Court as described and shown on the Survey of Greystone Legacy, 9th Sector as recorded in Map Book 32, Pages 44 A and B in the Office of the Judge of Probate of Shelby County, Alabama.

Legacy Place

Woodward Court, as described and shown on the Survey of Legacy Place of Greystone as recorded in Map Book 27, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT B

Legal Description of Common Area Property

- 1. "Common Area A" and "Common Area B", according to the Survey of Greystone Legacy, 1st Sector as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama.
- 2. Lot 136, according to the Survey of Greystone Legacy, 1st Sector as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama.
- 3. "Common Area", according to a Resurvey of Lot 114 Greystone Legacy, 1st Sector as recorded in Map Book 37, Page 8 in the Office of the Judge of Probate of Shelby County, Alabama.
- 4. "Common Area, Easement for Ingress and Egress, Utilities and Drainage", according to the Survey of Greystone Legacy, 2nd Sector as recorded in Map Book 27, Page 66 in the Office of the Judge of Probate of Shelby County, Alabama.
- 5. "Easement for Ingress and Egress and Utilities", according to the Resurvey of Common Area, Greystone Legacy, 2nd Sector as recorded in Map Book 29, Page 137 in the Office of the Judge of Probate of Shelby County, Alabama, less and except the following:

A parcel of land situated in the Southwest quarter of the Northeast quarter of Section 22, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 5/8 inch rebar found locally accepted to be the Southwest corner of said quarter-quarter section; thence run North along the West line of said quarter-quarter section for a distance of 206.76 feet to the point of beginning; thence continue along last stated course for a distance of 1072.68 feet to the Northwest corner of said quarter-quarter section; thence turn an angle to the right of 132 degrees, 09 minutes, 10 seconds, and run in a Southeasterly direction for a distance of 169.67 feet to a point on a curve to the left having a central angle of 33 degrees, 30 minutes, 46 seconds and a radius of 388.85 feet; thence turn an angle to the tangent of said curve to the right of 90 degrees, 00 minutes, 00 seconds and run in a Southwesterly direction along the arc of said curve for a distance of 227.44 feet to a point; thence run tangent to last stated curve in a Southwesterly direction for a distance of 164.07 feet to a point on a curve to the left having a central angle of 25 degrees, 37 minutes, 38 seconds and a radius of 300.01 feet; thence run in a Southwesterly to Southeasterly direction along the arc of said curve for a distance of 134.19 feet to a point; thence run tangent to last stated curve in a Southeasterly direction for a distance of 115.58 feet to a point on a curve to the right having a central angle of 43 degrees, 43 minutes, 46 seconds and a radius of 413.15 feet; thence run in a Southeasterly to Southwesterly

20070810000376930 9/15 \$57.00 Shelby Cnty Judge of Probate, AL 08/10/2007 12:17:43PM FILED/CERT

direction along the arc of said curve for a distance of 315.32 feet to a point; thence run tangent to last stated curve in a Southwesterly direction for a distance of 49.48 feet to the point of beginning. Said parcel containing 1.03 acres, more or less, being a portion of a Resurvey of a Common Area, Greystone Legacy, 2nd Sector, as recorded in Map Book 29, Page 137 in the Probate Office of Shelby County, Alabama.

- 6. "Common Area and Easement", according to a Resurvey of Lot 216 and Common Area, Greystone Legacy, 2nd Sector and Lot 324, Greystone Legacy 3rd Sector as recorded in Map Book 31, Page 55 in the Office of the Judge of Probate of Shelby County, Alabama.
- 7. "Common Area", according to the Survey of Greystone Legacy, 4th Sector as recorded in Map Book 28, Page 41 in the Office of the Judge of Probate of Shelby County, Alabama.
- 8. "Common Area A-1", according to a Resurvey of Lot 8 and "Common Area A", Greystone Legacy, 5th Sector, Phase IV as recorded in Map Book 35, Page 127 in the Office of the Judge of Probate of Shelby County, Alabama.
- 9. "Park and Easement Area", according to the Survey of Greystone Legacy, 7th Sector, as recorded in Map Book 30, Pages 43 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama.
- 10. "Common Area and Easement", according to the Survey of Greystone Legacy, 8th Sector, Phase I as recorded in Map Book 31, Pages 14 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama and as recorded in Map Book 209, Page 9 in the Office of the Judge of Probate of Jefferson County, Alabama.
- 11. "Common Area", according to the Resurvey of Lot 910, Greystone Legacy, 9th Sector as recorded in Map Book 37, Page 66 in the Office of the Judge of Probate of Shelby County, Alabama.

12. Legal Description of Gate Property

A right-of-way situated in the Southwest quarter of the Northeast quarter of Section 22, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows; begin at a 5/8 inch rebar found locally accepted to be the Southwest corner of said quarter-quarter Section; thence run North along the West line of said quarter-quarter Section for a distance of 59.93 feet to a 3/8 inch rebar found on the North right-of-way line of Saddle Creek Trail; thence turn an angle to the right of 89° 18' 48" and run in an easterly direction along said North right-of-way line for a distance of 150.00 feet to a point; thence turn an angle to the right of 14° 59' 05" and run in a Southeasterly direction for a distance of 154.26 feet to a point; thence turn an angle to the right of 113° 21' 03" and run in a Southwesterly direction for a distance of 25.55 feet to an iron pin found on the South line of said quarter-quarter Section; thence turn an angle to the right of 51° 39' 53" and run in a Westerly direction along the South line of said quarter-quarter Section for a distance of 283.88 feet to the point of beginning. Said right-of-way containing 14,810 square feet more or less.

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13. Legal Description of a Portion of Saddle Creek Trail

That portion of that certain roadway and the right-of-way for the same known as Saddle Creek Trail, a private roadway (the "Roadway"), contiguous to and running along the entire length of the southern boundary of Lot 3, according to the Amended Map of Saddle Creek Run, as recorded in Map Book 15, Page 22 in the Office of the Judge of Probate of Shelby County, Alabama (the "Subdivision Plat"), which Roadway is shown on the Subdivision Plat and on the subdivision plat for Saddle Creek Farms, a private subdivision, as recorded in Map Book 14, Page 5 in the aforesaid Probate Office.

Being the same property quitclaimed to Grantor by (a) Shihan Y. Oyama by Quitclaim Deed dated December 26, 2000 and recorded as Instrument #2001-02150 in the Office of the Judge of Probate of Shelby County, Alabama and (b) Ronald E. Espstein by Quitclaim Deed dated December 20, 2000 and recorded as Instrument #2001-02151 in the Office of the Judge of Probate of Shelby County, Alabama.

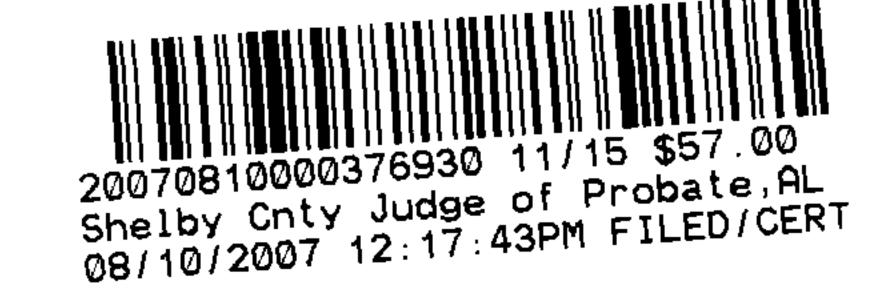


EXHIBIT C

Schedule of Third Party Agreements

- 1. Reciprocal Easement Agreement dated as of December 21, 2000 by and between Greystone Development Company, LLC and Greystone Golf Club, Inc. and recorded as Instrument No. 2001-02196 in the Office of the Judge of Probate of Shelby County, Alabama.
- 2. Conveyance of Sewer Facilities executed by Greystone Development Company, Inc. in favor of Shelby County, Alabama dated as of October 15, 2002 for Shelby County Lift Station Number 50.
- 3. Conveyance of Sewer Facilities executed by Greystone Development Company, LLC in favor of Shelby County, Alabama dated as of October 15, 2002 for Shelby County Lift Station Number 51.
- 4. Conveyance of Sewer Facilities executed by Greystone Development Company, LLC in favor of Shelby County, Alabama dated as of October 15, 2002 for Shelby County Lift Station Number 54.
- 5. Easement Agreement dated March 15, 2000 by Henry E. and Sara L. McKay and Greystone Development Company, LLC and recorded as Instrument No. 2000-09746 in the Office of the Judge of Probate of Shelby County, Alabama.
- 6. Easement and Agreement Regarding Entrance Column and Wall dated September 30, 2002 between Van E. and Tammy R. Holcombe and Greystone Development Company, LLC and recorded as Instrument No. 20030115000030670 in the Office of the Judge of Probate of Shelby County, Alabama.
- 7. Easement Agreement by Greystone Development Company, LLC in favor of Gary R. and Cheri H. Crumpton dated April 24, 2001 and recorded as Instrument No. 2001-36996 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by First Amendment thereto dated October 3, 2001 and recorded as Instrument No. 2001-44368 in the Office of the Judge of Probate of Shelby County, Alabama.
- 8. Easement Agreement by the City of Birmingham in favor of Greystone Development Company, LLC dated May 18, 2000 and recorded as Instrument No. 2000-17642 in the Office of the Judge of Probate of Shelby County, Alabama.
- 9. Easement Agreement by KADCO, Inc. in favor of Greystone Development Company, LLC dated July 1, 1999 and recorded as Instrument No. 20031120000763550 in the Office of the Judge of Probate of Shelby County, Alabama.

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- 10. Statutory Warranty Deed dated October 31, 2003 by Greystone Development Company, LLC in favor of Greystone Golf Club, Inc. and recorded as Instrument No. 20031105000735530 in the Office of the Judge of Probate of Shelby County, Alabama.
- 11. Easement Agreement dated November 10, 1999 by Greystone Development Company, LLC in favor of Richard G. and Sharon M. Weiland and recorded as Instrument No. 2000-09747 in the Office of the Judge of Probate of Shelby County, Alabama.
- 12. Agreement dated as of June 27, 2000 by Gary G. and Cheri H. Crumpton, Samuel H. and Pamela O. Chastain, Henry E. and Sara L. McKay and Greystone Development Company, LLC and recorded as Instrument No. 2000-23869 in the Office of the Judge of Probate of Shelby County, Alabama.
- 13. Easement Agreement and Declaration of Restrictive Covenants between Greystone Development Company, LLC and Gary G. and Cheri H. Crumpton and recorded as Instrument No. 20060609000274400 in the Office of the Judge of Probate of Shelby County, Alabama.
- 14. Statutory Warranty Deed executed by Greystone Development Company, LLC in favor of the City of Hoover dated May 19, 2006 and recorded as Instrument No. 20060601000258640 in the Office of the Judge of Probate of Shelby County, Alabama.
- 15. Assignment of Easement Appurtenant in favor of Greystone Development Company, LLC dated April 6, 1993 and executed by C.S. Daughtry.
- 16. Assignment of Easement Appurtenant in favor of Greystone Development Company, LLC dated May 12, 2002 and executed by Robert F. Stanford and Francis S. Stanford.
- 17. Assignment of Easement Appurtenant in favor of Greystone Development Company, LLC dated May 13, 2002 and executed by Albert E. Willis and Laura S. Willis.
- 18. Assignment of Easement Appurtenant in favor of Greystone Development Company, LLC dated April 30, 2002 and executed by Richard G. Weiland and Sharon M. Weiland.
- 19. Assignment of Easement Appurtenant in favor of Greystone Development Company, LLC dated April 23, 2002 and executed by Glen L. Brawley and Eugenia M. Brawley.
- 20. Assignment of Easement Appurtenant in favor of Greystone Development Company, LLC dated 2002 and executed by Samuel H. Chastain and Pamela O. Chastain.
- 21. Assignment of Easement Appurtenant in favor of Greystone Development Company, LLC dated April 30, 2002 and executed by Gary G. Crumpton and Cheri H. Crumpton.

20070810000376930 13/15 \$57.00 Shelby Cnty Judge of Probate, AL 08/10/2007 12:17:43PM FILED/CERT

- 22. Assignment of Easement Appurtenant in favor of Greystone Development Company, LLC dated April 19, 2002 and executed by Charles Stephen Daughtry.
- 23. Assignment of Easement Appurtenant in favor of Greystone Development Company, LLC dated April 25, 2002 and executed by Greystone Development Company, LLC.
- 24. Assignment of Easement Appurtenant in favor of Greystone Development Company, LLC dated April 20, 2002 and executed by Stevan K. Goozee' and Christine P. Goozee'.
- 25. Assignment of Easement Appurtenant in favor of Greystone Development Company, LLC dated April 20, 2002 and executed by David G. Holcomb and Ginger J. Holcomb.
- 26. Assignment of Easement Appurtenant in favor of Greystone Development Company, LLC dated 2002 and executed by D. Wade Joiner and Carla D. Joiner.
- 27. Assignment of Easement Appurtenant in favor of Greystone Development Company, LLC dated May 2, 2002 and executed by Henry E. McKay and Sara L. McKay.
- 28. Assignment of Easement Appurtenant in favor of Greystone Development Company, LLC dated April 23, 2002 and executed by Alister Muir-Taylor and Lisa Anne Muir-Taylor.
- 29. Assignment of Easement Appurtenant in favor of Greystone Development Company, LLC dated April 29, 2002 and executed by Marshall Worthington and Susan S. Worthington.
- 30. Assignment of Easement Appurtenant in favor of Greystone Development Company, LLC dated April 29, 2002 and executed by Alan S. Gertler and Doris L. Gertler.
- 31. Quitclaim Deed executed by Ronald E. Epstein in favor of Greystone Development Company, LLC dated December 20, 2000 and recorded in Instrument No. 2001-02151 in the Office of the Judge of Probate of Shelby County, Alabama.
- 32. Quitclaim Deed executed by Shihan Y. Oyama in favor of Greystone Development Company, LLC dated December 26, 2000 and recorded in Instrument No. 2001-02150 in the Office of the Judge of Probate of Shelby County, Alabama.
- 33. Easement Agreement dated June 15, 1999 between Greystone Development Company, LLC and David G. Holcomb and wife, Ginger J. Holcomb.
- 34. Assignment of Easement Appurtenant by M. Eugene Moor, Jr. and Vera Aukes Moor in favor of Greystone Development Company, LLC dated May 23, 2006 and recorded as Instrument No. 20061018000517360 in the Office of the Judge of Probate of Shelby County, Alabama.

20070810000376930 14/15 \$57.00 Shelby Cnty Judge of Probate, AL 08/10/2007 12:17:43PM FILED/CERT 35. Easement Agreement and Declaration of Restrictive Covenants dated May 23, 2006 between Greystone Development Company, LLC and Vera Aukes Moor and M. Eugene Moor, III and recorded as Instrument No. 20061018000517350 in the Office of the Judge of Probate of Shelby County, Alabama.

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Fee - \$39.50

Deed Tax -\$393.00

Total of Fees and Taxes-\$432.50 LINDA

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