

STATE OF ALABAMA )  
SHELBY COUNTY )

GREYSTONE RIDGE GARDEN HOMES  
AND FIRST ADDITION TO GREYSTONE RIDGE GARDEN HOMES  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions is made and entered into on this 13th day of MARCH, 1992 by Taylor Properties, hereinafter referred to as "Declarant".

WITNESSETH:

Declarant is the owner of all of the Lots within the Survey of Greystone Ridge Garden Homes, the map or plat of which is recorded in Map Book 16, page 31 in the Office of the Judge of Probate of Shelby County, Alabama and First Addition to Greystone Ridge Garden Homes, the map or plat of which is recorded in Map Book 16, page 32 in the Office of the Judge of Probate of Shelby County, Alabama. Said property may sometimes hereafter be referred to as the "Property". Declarant has determined to impose certain covenants, conditions and restrictions upon the property which shall be binding upon the property and any lots into which the property might be subdivided (the "lots") and the subsequent owners and occupants thereof. The purpose of this instrument is to more particularly set forth said covenants.

Now, therefore, Declarant hereby covenants and declares that the property shall from henceforth be subject to the declarations, covenants, conditions and restrictions as follows:

1. RELATIONSHIP TO DECLARATION, CONDITIONS AND RESTRICTIONS OF GREYSTONE. It is mutually understood that the Property is wholly located within the boundaries of the "Greystone Planned Unit Deveolpment", hereinafter referred to as the "PUD" and as such is covered by the Greystone Multi-Family Declaration of Covenants, Conditions and Restrictions, dated October 30, 1990 and recorded in Real Book 316, Page 239 in the Probate Office of Shelby County, Alabama, as amended by First Amendment hereto dated November 21, 1990 and recorded in Real Book 319, Page 238 in said Probate Office, as further amended by Second Amendment hereto dated March 29, 1991 and recorded in Real Book 336, Page 281 in said Probate Office and as further amended by Third Amendment hereto dated March 26, 1992 and recorded in Real Book 397, Page 958, hereinafter referred to as the "Greystone Declaration".

With this agreement, it is mutually understood that the Declarant will submit all original construction plans and any alteration plans to Daniel or the Daniel Architectural Control Committee, established pursuant to the Greystone Declaration, hereinafter referred as the "ARC", for approval prior to any work being done.

2. DETACHED RESIDENTIAL USE. Each lot located within the property shall be restricted to detached single family residential use. No lot or combination of lots may be used for townhouses, condominiums, or other forms of attached dwellings.

3. INGRESS AND EGRESS RESTRICTION. There shall be permitted no ingress and egress to and from any lot directly from Hugh Daniel Drive or Greystone Way. No lot which borders Hugh Daniel Drive or Greystone Way shall be improved with any driveways or other means of access to or from any such lot directly from those streets. No

portion of the property or any lot located within the property may be used in any manner which would permit ingress to or egress from that certain parcel of land which joins the property on the northern and southern boundaries of the property.

4. ARCHITECTURAL CONTROL COMMITTEE. Declarant hereby establishes an Architectural Control Committee (hereinafter the "Committee"). The Committee shall be initially composed of at least five members each of whom shall be appointed by the Declarant. The membership of the Committee shall be controlled by the Declarant until the expiration of one (1) year after the date on which Declarant has conveyed all of the lots. Until said time, any member of the Committee may be removed and replaced at the discretion of the Declarant. Subsequent to said time, the membership of the Committee shall be determined by the owners of a majority of the lots.

5. SUBDIVISION. The property may never be subdivided into more than 180 individual single family lots. The location of the streets and lots to be included in such subdivision shall be as approved by the Planning & Zoning Board of the City of Hoover, Alabama and may not be altered except that the exact location of the lines between adjoining lots may be changed as might become necessary because of the topography of the land (subject to the approval of said Board) and that any two or more lots may be combined to create a fewer number of larger lots in the event the topography of the property so requires (subject to the approval of said Board). The Property lies entirely within the boundaries of the "PUD", previously approved by the City of Hoover. All subdivision requirements as to land area, setback/yards, floor area, maximum building height, and other conditions covering development criteria are specified herein and revise the "PUD" specifically for these lots.

a) Setback/Yard. The following shall constitute the minimum building setback requirements for each lot:

Front Setback/ Yard:	10 feet
Rear Setback/Yard:	
Lots 1 - 52	15 feet
Lots 53 - 65	15 but not down to the edge of the berm.
Lots 66 - 67	25 feet
Lots 68 - 74	15 feet
Lots 75 - 102	25 feet
Lots 103 - 108	15 feet
Lots 109 - 175	25 feet
Lots 176 - 178	15 feet
Side Setback/Yard:	0 feet (one side)
	Total 6 feet (both sides)
	Minimum 6 feet between houses.

b) Floor Areas. Minimum floor areas for each lot shall be as follows:

Minimum ground floor area      1350 SF  
All floor areas described above shall mean the "floor-area-livable", as defined in the Zoning Ordinance.

c) Signage. Declarant may, in its discretion, adopt standards for all mailboxes, street and traffic signage (so long as the traffic signage complies with the minimum standards and requirements of the City of Hoover or are otherwise approved by the building inspector of the City of Hoover, directional and informational signage and for-sale, rental and all temporary or construction signage. In addition, all signage standards must be approved by Daniel.

d) Maximum Building Height. Buildings or dwellings in the

Property shall not exceed two (2) stories in height.

e) Off-Street Parking. The minimum off-streedom parking requirements for all dwellings built within the Property shall be two (2) spaces per dwelling unit (garage, driveways and other designated off-street parking areas shall be included in determining the number of parking spaces for a unit).

f) Landscaping Requirements. The minimum landscaping (planting) requirement of any dwelling built within the Property shall include grass, plants, or naturally restored areas to cover the entire lot. Any undisturbed (not cleared for development) area shall stay in its natural state except that it may be cleared of dead or diseased vegetation and cleared of any plant growth smaller than 1" diameter with prior written consent of the Committee. All landscaping plans must be approved by the Committee and the ARC.

6. APPROVAL OF PLANS AND SPECIFICATIONS. No improvement, including, but not limited to, residential dwellings, fencing, carports, garages, driveways, signs, mail boxes, lighting facilities, sidewalks, and landscaping, shall be constructed or altered on any lot until the architectural design and plans and specifications therefor, including, but not limited to, the color, size, location, construction materials and design, have been submitted to and approved by the Committee and the ARC. No trees or other vegetation shall be removed or altered in any manner, nor shall dirt be moved or removed, nor shall the topography in any manner be altered with respect to any portion of the property without the prior written approval of the Committee and the ARC. Upon the completion of the construction of any such improvements, the exterior appearance of same may not be altered, whether by change in color, size, or otherwise, until any such alteration has been approved by the Committee. Any request for approval pursuant to this paragraph shall be submitted to a representative designated by the Committee. Such requests shall be in writing and shall include plans and specifications and such other information as the Committee might require, together with the name and address of the maker of the request and the legal description of the land affected by the request. The Committee shall, within thirty (30) days thereafter, meet to consider the request and give its response thereto. Any such request not approved or disapproved in writing by the Committee within 30 days after the submission of same to the Committee, shall be deemed approved. A request shall be deemed to have been made upon same being delivered in writing to the Committee's designated representative together with the information required under this paragraph. Any approval or disapproval by the Committee shall be deemed to have been delivered to the requesting party upon same having been either delivered in person to the requesting party or deposited in the United States mail addressed to the requesting party at the address given in the request. As final approval to above the ARC shall have thirty (30) days to approve the final determination of the Committee on all requests made pursuant to this paragraph.

The Committee representative shall call a meeting of the Committee members to consider all requests made pursuant to this paragraph. Notice of the time and place of all such meetings shall be given to each Committee member at least five (5) days prior to date thereof. Such notices shall be deemed given and received upon delivery to the Committee member or upon same having been deposited in the United States mail and addressed to the office or home address of the Committee member.

All decisions of the Committee with respect to approvals or disapprovals under this paragraph shall be by the majority vote of those in attendance at a duly called Committee meeting, at which a quorum (majority of the members) is present.

7. MAINTENANCE OF COMMON AREAS: There are certain areas within the confines or immediately adjacent to the Property (ie: right of

ways, etc.) that are defined as "Common Areas," and shall require the collective maintenance efforts of all the home owners. These areas consist of the entrances and walls at Hugh Daniel Drive and Greystone Way, (including landscaping, sprinkler systems, and lighting) and certain interior areas as deemed necessary to maintain by the Declarant. In addition, there will be certain operating expenses for the Property common to all homeowners, such as insurance for the entrance walls, electric utility bills for the lights and sprinkler systems at the entrance walls and street lighting for Berwick Drive and Berwick Circle and water bill for the sprinkler system. The Declarant shall manage the maintenance and operations of these Common Areas until June 1, 1993 or after that time if he may so deem suitable, with each property owner in residence paying to the Declarant \$16.00 a month to defer these maintenance and operating costs. After that time, the Declarant shall not be obligated to maintain the Common Areas or any of the operating expenses. Each Lot Owner shall participate in the maintenance of such Common Areas in accordance with the provisions of this paragraph. Each Owner agrees to participate in the formation of an owner's association, to be formed no later than that date the Declarant terminates his routine maintenance under this paragraph. Each Lot Owner shall pay 1/(# of total lots) of the cost of forming the owner's association, including reasonable legal fees and recording costs incurred. The association shall have the sole responsibility for maintaining the Common Areas (and such responsibility shall be limited to maintenance of Common Areas described above) in whatever manner it deems appropriate, including but not limited to a pro-rata annual assessment against each Lot Owner for 1/(# of total lots) of the amount of the actual and projected maintenance costs, but such power to assess shall be limited to the actual and projected cost of maintaining the aforesaid Common Areas. Each Lot Owner agrees to pay the amount of such assessments as they are levied from time to time by the association within ten (10) days of the date of such assessment. The owners of each Lot shall be entitled to one (1) vote in the conduct of the association's affairs. The Developer will provide assistance in the formation of the home owner's association, but each Lot Owner recognizes and agrees that all costs associated with the formation of such owner's association shall be borne by the Lot owners as described herein. It is understood that the Declarant shall be relieved of any and all responsibility for maintaining the Common Areas on June 1, 1993 or any date thereafter he so stipulates, regardless of any action or inaction on the part of any Lot Owners and the Lot Owners shall maintain any Common Areas on and after that date.

Each Lot Owner shall permit the Declarant, the owners' association or other third parties access across their Lot as may be reasonably necessary or convenient to maintain the Common Areas.

7. CONSTRUCTION QUALITY STANDARDS. Any residential dwelling constructed upon any lot shall be subject to certain minimum construction quality standards, which shall include the following:

(a) All windows shall be of wood construction and no metal cased windows shall be allowed.

(b) All driveways must be of concrete construction.

(c) The color and brand of the roof must be Celotex Metric Dimensional/25, Autumn Blend. Should said color and brand no longer be available, the roof color and brand shall be the closest equivalent available and approved by the Committee.

(d) The residential dwelling shall include nine (9) foot ceilings on the first floor.

(e) Each residential dwelling shall include decorative front light fixtures.

(f) Any metal chimneys must be encased in one of the materials



listed in paragraph 7(h). Said encasement shall extend to the ground level for all chimneys located on the front of the dwelling.

(g) No solar collecting system or television dish may be installed on the roof or on the lot unless same has been approved in writing by the Committee.

(h) The siding on the residential dwellings shall be "Chesterfield" brick as manufactured by Bickerstaff Clay Products, Strip Masonite (smooth) or Dry-Vit. If the sidings listed in this paragraph are no longer available, then the closest equivalent thereto may be used, subject to approval by the Committee. Masonite may only be used in gables or no more than 10% in other veneer. Use of Dry-Vit is at the Declarant's discretion and must be approved in writing.

(i) No built-up roofs shall be allowed.

(j) No exposed block shall be allowed around the foundation or any place on the exterior of any residential dwelling.

8. MAINTENANCE STANDARDS. All improvements on each lot and the yards and grounds on each lot must be kept and maintained in a good, neat, clean and orderly condition by the owners and occupants thereof. The obligations set forth herein shall include, but not be limited to, the proper seeding, watering and mowing of all lawns, pruning and cutting of all trees and shrubbery, and painting and other appropriate external care of all structures, all in a manner and with such frequency as is consistent with good property management. The Committee shall have the right to establish and amend from time to time certain standards to govern the condition and maintenance of improvements and lots as required pursuant to this paragraph.

9. CREATION OF EASEMENTS. It is anticipated that a single family residential home shall be constructed on each lot. Each home shall be located in such a manner so that there shall be a minimum of Six (6) feet between each home located on the property (to be measured between the closest outside walls of the homes). The home to be constructed on each lot may be situated so that one side wall of the home is located up to and on one side line of the lot (provided that the required distance between each home on the property is maintained). Any such lot shall hereafter be referred to as the "dominant lot" and the side line which the home is located up to or on shall thereafter be referred to as the "dominant side." The owner(s) of each dominant lot shall have, and there is hereby created in favor of each dominant lot, a five (5) foot wide easement across the lot which joins the dominant lot on its dominant side, the easement to extend along their common property line from the front to the rear thereof, for the limited purpose of facilitating the construction and maintenance of the home. The easement herein created shall apply not only during the construction phase but shall also run with the lots subject thereto and in favor of the dominant lot, and apply to the continued maintenance and repair of the home and the reconstruction of a home in the event of its partial or total destruction. Any party exercising its rights under the easement herein established shall not cause any damage to any lot which is subject to this easement and may exercise its rights only during reasonable hours and in a reasonable manner. The easement herein created shall not permit the alteration in any manner of any area subject to the easement by the owner of the "Dominant Lot".

10. EASEMENT FOR ENTRANCE WALLS. There is hereby established and declared in favor of all of the Lots in the subdivision a non-exclusive easement for the maintenance of an entrance wall along the entrance of Hugh Daniel Drive and Greystone Way. The owners of each Lot, or their heirs, successors, or assigns, or any one or more of them, shall have the right, from time to time, to maintain and restore said fence in said location in keeping with the original design and construction thereof. This right and easement shall

include the right to enter upon the rear portions of any lot which borders on Hugh Daniel Drive or Greystone Way for the limited purpose of performing any such maintenance or restoration, provided that same is accomplished after reasonable notice to the owners of said Lots, at reasonable times, and in a reasonable manner. The owners of said adjoining lots shall not be required to contribute to the expense for maintaining or repairing said walls unless they shall first give their written consent thereto. The easement herein established and declared shall run with the lands in favor of the owners of each lot within the Property. In addition to the easement described above, each Lot Owner hereby grants to each adjoining Lot Owner an easement of access across such Lot as may be reasonably necessary or convenient to maintain, repair or support the entrance wall which is common to each lot.

11. PARKING RESTRICTIONS. The flow of traffic across the interior roads which serve the lots located within the property shall not be blocked or impeded in any manner by any lot owner or by the guests or visitors thereof, whether by the improper parking of automobiles or otherwise. No lot owners or their guests or visitors shall park their automobiles in any manner which would block the driveways serving any of the other lots within the property. No curbside parking shall be permitted except for single event functions requiring more than 2 off-street spaces.

12. NO MINING ACTIVITY. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on or in any lot nor shall oil wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

13. NO LIVESTOCK. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

14. NO DUMPING GROUND. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of any such material shall be kept in a clean and sanitary condition. The use of all or any portion of any lot within the property for outside materials storage shall be prohibited, and no harmful or noxious materials shall be stored either inside any structure or outside any structure.

15. TEMPORARY STRUCTURES. No trailer, tent shack, barn, servant house, garage, or other outbuilding (portable or otherwise) shall be erected on any Lot within the Property prior to the completion of a dwelling house or at any time thereafter.

16. STORAGE OF BOATS, TRAILERS AND OTHER VEHICLES. Boats, boat trailers, pick-up campers, mini motor homes, buses, commercial vehicles, motor homes and trailers of any kind must be parked or stored only in an enclosed garage, and may not be parked on the street or in any open parking area. No unused or inoperable automobiles shall be permitted on any lot and no automotive repair shall be conducted on any lot, except for temporary repairs effected by authorized outside mechanics.

17. GARAGE DOORS. Garage doors are of the solid-panel type and are an important architectural feature, in as much as most face the street, of the house therefore they are to remain closed except while in use as ingress or egress.

18. BINDING EFFECT AND TERM. The covenants and conditions herein contained are to run with the property and shall be binding on all parties and persons claiming under them for a period of fifty (50) years from the date of the recordation of this instrument, after which time said covenants and conditions shall be automatically

extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the lots within the property has been recorded agreeing to change the covenants and conditions herein contained in whole or in part.

19. ANTENNAES OR UTILITIES. No antennae, satellite dish, burgular alarm speakers, security lights, or the like shall be mounted on the front of the home or on the exterior in such a way as to be visible from the street.

20. ENFORCEMENT. Enforcement of the provisions of this instrument may be by the Committee or by the owner of any lot located within the property and subject hereto by filing proceedings at law or in equity against any person or persons violating or attempting to violate same. Any party so enforcing these covenants shall be entitled to equitable relief, the recovery of damages resulting from any such violation, and a reasonable attorneys fee.

21. INVALIDATION. Invalidation of any one of these covenants by a judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

22. AMENDMENT. Anything contained herein to the contrary notwithstanding, Declarant reserves the sole and exclusive right to modify, release or amend all of the covenants, restrictions and conditions contained herein until such time as it has sold all of the lots located within the property. Subsequent to the conveyance of all of the lots within the property by Declarant, the provisions of this instrument, with respect to Lots sold, may be modified and amended by a unanimous vote of the owners of the lots within the property, each lot to carry one (1) vote. Any such modification or amendment must be in writing and filed for record with the Office of the Judge of Probate of Jefferson County, Alabama.

23. NO REVERTER. No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.

24. RIGHTS RESERVED BY DECLARANT. Any provisions herein to the contrary notwithstanding, Declarant shall have the right to construct, install and maintain on any lot owned by Declarant a temporary sales and construction structure which may be maintained and used only during the period of construction of improvements by Declarant on any one or more lots within the property. Nothing in this instrument shall be interpreted to prevent Declarant from displaying "for sale" signs and conducting such other activities on or about any portion of the property owned by Declarant as are reasonably necessary to promote and facilitate the sale of lots within the property by Declarant and to enable Declarant to complete the construction of dwellings and other permitted improvements upon any said lots, including, but not limited to, the right of Declarant to use any lot owned by Declarant, for the storage of construction materials, equipment and debris.

25. CONSTRUCTION WITH GREYSTONE DECLARATION. The terms and provisions of this Agreement shall be, to the greatest extent possible, construed with the terms and provisions of the Greystone Declaration; provided, however, that in the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the Greystone Declaration, then the terms and provisions of the Greystone Declaration shall at all times control.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned on this the same date as first hereinabove written.

TAYLOR PROPERTIES, An Alabama  
General Partnership

By Wendell H. Taylor  
Wendell H. Taylor  
Its: Managing Partner

CONSENT OF DANIEL

The undersigned, Daniel Oak Mountain Limited Partnership ("Daniel"), has joined in the execution of this Agreement solely to evidence its consent to the same as required by the Greystone Declaration. Notwithstanding anything provided herein to the contrary, in no event shall Daniel be obligated to perform any of the obligations or otherwise undertake any of the actions required to be taken by Declarant hereunder.

Dated as of this 13<sup>th</sup> day of March, 1992.

DANIEL OAK MOUNTAIN LIMITED  
PARTNERSHIP, An Alabama Limited  
Partnership

By: DANIEL REALTY INVESTMENT  
CORPORATION-OAK MOUNTAIN,  
an Alabama corporation  
Its General Partner

By: Stephen R. Monk  
Stephen R. Monk  
Its: Senior Vice President



STATE OF ALABAMA

SHELBY COUNTY

I, Carla J. Williamson, the undersigned, a Notary Public in and for said County in said State, hereby certify that Wendell H. Taylor whose name as Managing Partner of the Partnership known as Taylor Properties, in his capacity as Manager of Taylor Properties, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily, for and as the act of said Taylor Properties.

Given under my hand and seal on this 13<sup>th</sup> day of March, 1992.

Carla J. Williamson  
Notary Public

My Commission Expires 9/25/95

I, Carla J. Williamson, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stephen R. Monk whose name as Sr. Vice President of Daniel Realty Investment Corporation-Oak Mountain, an Alabama corporation, which serves as general partner of Daniel Oak Mountain Limited Partnership, an Alabama limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation in its capacity as general partner.

Given under my hand and seal on this 13<sup>th</sup> day of March, 1992.

Carla J. Williamson  
Notary Public

My Commission Expires 9/25/95