

STATE OF ALABAMA)

COUNTY OF SHELBY)

**NINTH AMENDMENT TO GREYSTONE
RESIDENTIAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS NINTH AMENDMENT TO GREYSTONE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into as of the 21st day of October, 1993 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership (the "Developer").

R E C I T A L S:

Developer has heretofore executed the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990 which has been recorded in Real 317, Page 260 in the Office of the Judge of Probate of Shelby County, Alabama, which has been amended by (i) First Amendment thereto dated June 6, 1991 and recorded in Real Book 346, Page 942 in said Probate Office, (ii) Second Amendment thereto dated December 20, 1991 and recorded in Real Book 378, Page 904 in said Probate Office, (iii) Third Amendment thereto dated March 26, 1992 and recorded in Real Book 397, Page 958 in said Probate Office, (iv) Fourth Amendment thereto dated August 21, 1992 and recorded as Instrument No. 1992-17890 in said Probate Office, (v) Fifth Amendment thereto dated January 27, 1993 and recorded as Instrument No. 1993-03123, (vi) Sixth Amendment dated April 13, 1993 and recorded as Instrument No. 1993-10163 in said Probate Office, (vii) Seventh Amendment dated June 11, 1993 and recorded as Instrument No. 1993-16982 in said Probate Office and (viii) Eighth Amendment dated July 16, 1993 and recorded as Instrument No. 1993-20968 in said Probate Office (collectively, the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

Developer desires to require that a fifty (50) foot natural, undisturbed buffer area be maintained along that portion or portions of each of the Lots described in Exhibit A attached hereto and incorporated herein by reference (collectively, the "Fifth Sector, Phase II Lots") which abut the Golf Club Property.

NOW, THEREFORE, in consideration of the premises, Developer does hereby amend the Declaration as follows:

1. The following is added as Section 6.33(g) to the Declaration:

"(g) Notwithstanding anything provided to the contrary in this Section

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6.33, (i) a fifty (50) foot natural, undisturbed buffer, free from any Improvements of any nature, shall remain and at all times be maintained along any and all portions of each of the Fifth Sector, Phase II Lots (as defined in the Ninth Amendment to Greystone Residential Declaration of Covenants, Conditions and Restrictions dated as of October 21, 1993 and recorded in the Probate Office of Shelby County, Alabama) which abut and are contiguous to the Golf Club Property and (ii) no trees, shrubbery, bushes or other vegetation lying within the aforesaid fifty (50) foot natural, undisturbed buffer area may be cut, pruned, removed or mutilated without the prior written consent of the ARC. Furthermore, each Owner, by acceptance of a deed to any of the Fifth Sector, Phase II Lots, acknowledges and agrees that the ARC may require additional landscaping, berming and screening to be placed, replaced and maintained in and along the aforesaid fifty (50) foot natural undisturbed buffer area and that, unless expressly approved in writing by the ARC and the Club Owner, no construction activities of any nature including, without limitation, grading or excavation work, installation of storm sewers or other types of pipes, lines, drains or conduit and no fences, walls, berms, mounds, barriers, decks, terraces, patios, tennis courts, swimming pools, outdoor furniture, swingsets, outdoor recreational facilities and equipment and any other devices, equipment, tools, machinery, buildings, structures or appurtenances of any nature shall be erected, constructed, built, placed or permitted to remain in or upon the aforesaid fifty (50) foot natural, undisturbed buffer areas."

2. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Ninth Amendment to Greystone Residential Declaration of Covenants, Conditions and Restrictions to be executed as of the day and year first above written.

DEVELOPER:

**DANIEL OAK MOUNTAIN LIMITED
PARTNERSHIP**, an Alabama
limited partnership

By: Daniel Realty Investment
Corporation - Oak Mountain,
an Alabama corporation,
Its General Partner

By: 

Its: Sr. Vice President

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, 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, 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 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 corporation, in its capacity as General Partner as aforesaid.

Given under my hand and official seal, this the 21st day of October, 1993.

Shirley D. Ellis

Notary Public

My Commission Expires: 2/26/94

This instrument prepared by and upon recording should be returned to:

Stephen R. Monk, Esq.
Daniel Corporation
P. O. Box 385001
Birmingham, AL 35242

EXHIBIT A

Fifth Sector, Phase II Lots

The "Fifth Sector, Phase II Lots", as defined in the Ninth Amendment to Greystone Residential Declaration of Covenants, Conditions and Restrictions dated as of October 21 1993, are legally described as follows:

Lot 2-23, according to the Survey of Greystone - 5th Sector, Phase II, as recorded in Map Book 17, Page 118 in the Probate Office of Shelby County, Alabama.

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