

## GREYSTONE RESIDENTIAL VARIANCE

THIS GREYSTONE RESIDENTIAL VARIANCE is made and executed as of the 18th day of August, 1994 by and between LEO P. SEMES and JILL K. MEYER, ("Owner") and the GREYSTONE RESIDENTIAL ARCHITECTURAL REVIEW COMMITTEE ("ARC").

### R E C I T A L S:

Owner is the owner of Lot 28, according to the Survey of Greystone, 5th Sector, Phase I, as recorded in Map Book 17, Page 72 A, B & C in the Probate Office of Shelby County, Alabama (the "Affected Lot").

The Affected Lot is subject to the covenants, conditions, restrictions, easements, charges, liens and regulations set forth in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990 which has been recorded in Real 317, Page 260 in the Probate Office of Shelby County, Alabama (which, together with all subsequent amendments thereto, is hereinafter collectively referred to as the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

Pursuant to Article V of the Declaration, the ARC was established to review, approve, enforce and otherwise adopt rules and regulations with respect to the use of any Lots or Dwellings within the Development and the construction of any Dwellings within the Development. Furthermore, Section 6.36 of the Declaration provides that the ARC, in its sole and absolute discretion, has the exclusive right to grant variances with respect to the provisions of Articles V and VI of the Declaration.

Pursuant to Statutory Warranty Deed dated December 3, 1993 from Daniel Oak Mountain Limited Partnership to Gregg Scott Construction Company, Inc. ("Builder"), predecessor in interest to Owner (the "Deed"), the front, rear, and side building setback lines for the Affected Lot were established as a fifty (50) foot front setback, seventy-five (75) foot rear setback and a fifteen (15) foot side setback.

Pursuant to Section 6.33(a) of the Declaration, a fifty (50) foot natural undisturbed buffer setback shall be maintained on that portion of any Lot which is contiguous to the Golf Club Property.

Owner has requested that the ARC grant a variance to the Affected Lot with respect to the front and rear setback lines as established in the Deed and the Declaration.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Notwithstanding anything provided in the Declaration or the Deed to the contrary, the ARC, joined by the Club Owner, hereby acknowledge and agree that the plot plan attached hereto as Exhibit A is hereby approved.

2. Except as expressly modified in Paragraph 1 above, Owner hereby covenants and agrees to abide by and otherwise comply in all respects with all of the terms and provisions set forth in the Declaration and the Deed. Owner further agrees that this Greystone Residential Variance shall be recorded by Owner, at Owner's sole cost and expense, in the Probate Office of Shelby County, Alabama.

3. The terms and provisions of this Greystone Residential Variance shall be binding upon and inure to the benefit of the Owner and all successors and assigns of Owner who acquire, hold or otherwise own any interest in the Affected Lot.

IN WITNESS WHEREOF, Owner and the Chairman of the ARC have executed this Greystone Residential Variance as of the day and year first above written.

**GREYSTONE RESIDENTIAL  
ARCHITECTURAL REVIEW COMMITTEE**

By: Harvey H. Beane

Its: Chairman

**OWNER:**

Leo P. Semes  
LEO P. SEMES

Jill K. Meyer  
JILL K. MEYER

**CONSENT OF CLUB OWNER**

Daniel Links Limited Partnership, an Alabama limited partnership, as Club Owner, as defined in the Declaration, has entered into this Variance for the sole purpose of consenting to the provisions of Paragraph 1 of this Variance, but not further or otherwise.

Dated: Aug 18, 1994.

DANIEL LINKS LIMITED PARTNERSHIP,  
an Alabama limited partnership

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

By: [Signature]

Its: President

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Harvey H. Burch, whose name as Chairman of the Greystone Residential Architectural Review Committee, an unincorporated association, 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 Chairman, and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal, this the 18th day of August, 1994.

Judith Ann Lawson  
Notary Public

MY COMMISSION EXPIRES FEB. 17, 1998


My commission expires:

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Leo P. Semes and Jill K. Meyer are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 30<sup>th</sup> day of December, 1994.

  
Notary Public

My commission expires: \_\_\_\_\_

MY COMMISSION EXPIRES FEBRUARY 20, 1997

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that J. Charles Suckley whose name as President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, as General Partner of DANIEL LINKS 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 on the day the same bears date for and as the act of such corporation in its capacity as general partner.

Given under my hand and official seal, this the 18<sup>th</sup> day of August, 1994.

  
Notary Public

MY COMMISSION EXPIRES FEB. 17, 1998

My commission expires: \_\_\_\_\_  
Inst # 1995-00476