

STATE OF ALABAMA)

COUNTY OF SHELBY)

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

THIS THIRTEENTH AMENDMENT TO GREYSTONE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into as of the 29th day of November, 1995 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 in said Probate Office, (vi) Sixth Amendment thereto dated April 13, 1993 and recorded as Instrument No. 1993-10163 in said Probate Office, (vii) Seventh Amendment thereto dated June 11, 1993 and recorded as Instrument No. 1993-16982 in said Probate Office, (viii) Eighth Amendment thereto dated July 16, 1993 and recorded as Instrument No. 1993-20968 in said Probate Office, (ix) Ninth Amendment thereto dated October 21, 1993 and recorded as Instrument No. 1993-32840 in said Probate Office, (x) Tenth Amendment thereto dated July 25, 1994 and recorded as Instrument No. 1994-23329 in said Probate Office, (xi) Eleventh Amendment thereto dated March 30, 1995 and recorded as Instrument No. 1995-08111 in said Probate Office and (xii) Twelfth Amendment thereto dated September 1, 1995 and recorded as Instrument No. 1995-24267 in said Probate Office (collectively, with this Thirteenth Amendment, the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

Developer desires to (a) submit Additional Property to the terms and provisions of the Declaration, as provided in Section 2.02 of the Declaration, (b) 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 B attached hereto and incorporated herein by reference (the "Eighth Sector Lots") which abut the Golf Club Property and (c) restrict, limit and prohibit certain outdoor appurtenances, furniture and recreational equipment, machinery and devices from being placed, erected or installed on any of the Eighth Sector Lots which abut the Golf Club Property.

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

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.02 of the Declaration, Developer does hereby declare that the real property described in Exhibit A-10 attached hereto and incorporated herein by reference (the "Additional Property") shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, charges and regulations set forth in the Declaration, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. The Additional Property described in Exhibit A-10 attached hereto, the original Property described in the Declaration and all Additional Property heretofore submitted by Developer to the terms and provisions of the Declaration shall, for the purposes of the Declaration, collectively be referred to as the Property and all references in the Declaration to the Property shall mean the original Property as described in the Declaration, all Additional Property heretofore submitted to the terms and provisions of the Declaration as well as the Additional Property described herein.

2. The following is added as Section 6.33(i) to the Declaration:

"(i) Notwithstanding anything provided to the contrary in this Section 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 Eighth Sector Lots (as defined in the Thirteenth Amendment to Greystone Residential Declaration of Covenants, Conditions and Restrictions dated as of November 29, 1995 and recorded in the Office of the Judge of Probate 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 Eighth Sector Lots, acknowledges and agrees that (1) the ARC or Club Owner 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, (2) 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, jungle gyms, 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, (3) no trampolines shall be

placed, installed or allowed to remain on any portion (whether front, rear or side yards) of any of the Eighth Sector Lots which abut and are contiguous with the Golf Club Property and (4) any outdoor furniture, swingsets, jungle gyms, outdoor recreational facilities and equipment, devices, equipment, tools, machinery, and any buildings, structures or other appurtenances which are detached from the residential Dwelling situated on any of the Eighth Sector Lots which abut and are contiguous with the Golf Club Property, shall be screened from the Golf Club Property by landscaping to be approved by the ARC and the Club Owner."

3. **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 Thirteenth 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 29th day of November, 1995.

Shirley A. Ellis
Notary Public
My Commission Expires: 2/26/98

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

Stephen R. Monk, Esq.
Daniel Corporation
P. O. Box 385001
Birmingham, AL 35238-5001

EXHIBIT A-10

Additional Property

Lots 1 through 8 and Lots 38 through 58, inclusive, according to the Survey of Greystone, 8th Sector as recorded in the Map Book 20, Page 93A-B in the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT B

Eighth Sector Lots

Lots 46 through 58, inclusive, according to the Survey of Greystone, 8th Sector as recorded in Map Book 20, Page 93A-B in the Office of the Judge of Probate of Shelby County, Alabama.

Inst # 1995-34231

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SHELBY COUNTY JUDGE OF PROBATE
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