

Inst # 1999-12250

STATE OF ALABAMA)

COUNTY OF SHELBY)

03/23/1999-12250
03:36 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
011 NWS 33.50

DECLARATION OF USE RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF USE RESTRICTIONS AND EASEMENTS (this "Agreement") is made and entered into as of the 23rd day of March, 1999 by and among DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Developer"), WALTER D. DICKSON, an unmarried man ("Dickson"), and STILLMEADOW FARM, LTD., an Alabama limited partnership ("StillMeadow").

RECITALS:

Developer is the sole fee simple owner of that certain real property (the "Property") which is more particularly described in Exhibit A attached hereto and incorporated herein by reference. The Property presently consists of unimproved real property located within the planned unit development commonly known as "Greystone"; and

Developer covenants that the Property is not presently subject to or encumbered by the terms and provisions of the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated as of November 6, 1990 and recorded in Real 317, Page 260 in the Office of the Judge of Probate of Shelby County, Alabama, as the same has been amended through the date hereof (collectively, with all amendments thereto and any subsequent amendments thereto, the "Declaration").

Contemporaneously herewith, Developer has transferred and conveyed the Property to StillMeadow and, in connection with such conveyance, Developer desires to (a) establish the use restrictions for the Property as set forth below, (b) set forth the understanding of Developer, Dickson and StillMeadow concerning the encumbrance of the Property by the Declaration and (c) grant to Dickson and StillMeadow a non-exclusive easement to utilize the private roadways within Greystone which constitute "Common Areas" under the Declaration; and

Developer is the sole fee simple owner of that certain real property (the "Adjacent Property") which is more particularly described in Exhibit B attached hereto and incorporated herein by reference. The Adjacent Property is situated directly adjacent to the Property and the Homesite, as defined below; and

Dickson and StillMeadow are the sole fee simple owners of that certain real property (the "Homesite") which is more particularly described in Exhibit C attached hereto and incorporated herein by reference. The Homesite is contiguous to the Property and the Adjacent Property; and

Developer has the right and power to enter into this Agreement and to grant to Dickson and StillMeadow all rights granted to them by this Agreement.

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

1. **Use Restrictions.** Developer and StillMeadow covenant and agree that the Property shall be used solely for Single-Family Residential Purposes, as hereinafter defined, for not more than two (2) Dwellings, as hereinafter defined. As used herein, the term "Single-Family Residential Purposes" shall mean and include any detached dwelling units for single-family residential use and occupancy (hereinafter sometimes individually referred to as a "Dwelling" and collectively as "Dwellings") which may include one or more of the following additional structures: attached or detached garages, barns, stables, guest houses, servant quarters, pools, pool houses, cabanas, tennis courts, boat houses and similar buildings, structures and improvements as are normally and customarily found in single-family residential communities. Notwithstanding anything provided herein to the contrary, no Improvements, as hereinafter defined, shall be constructed, erected, placed, maintained or utilized on any portion of the Property unless StillMeadow, its successors and assigns, has complied with all of the terms and provisions of Paragraph 2 below. As used herein, the term "Improvements" shall mean and refer to a Dwelling and any other building, structure or device constructed, erected or placed upon any portion of the Property including, by way of illustration and not limitation, buildings, sheds, foundations, covered patios, underground utilities, roads, driveways, walkways, paving, curbing, parking areas, trees, shrubbery, landscaping, fences, screening, walls, signs and any other artificial or man-made changes or alterations to the natural condition of the Property. The term "Improvements" shall also mean and include any grading, excavation or fill, the volume of which exceeds eight (8) cubic yards. Notwithstanding anything provided herein to the contrary, no portion of the Property may be utilized to provide access, ingress to or egress from any property located outside of the boundaries of the Development, as such term is defined in the Declaration, without the express prior written consent of Developer, which consent may be withheld by Developer in its sole and absolute discretion.

2. **Encumbrance by Declaration.**

(a) Developer covenants and agrees that, as of the date of this Agreement, the Property is **not** subject to or encumbered by any of the terms or provisions of the Declaration; provided, however, upon the occurrence of any of the events specified in Paragraph 2(b) below, then the Property shall be subjected to and encumbered by all of the terms and provisions of the Declaration. Developer covenants and agrees that until such time as the Property is subject to and encumbered by the terms and provisions of the Declaration, no Assessments, as that term is defined in the Declaration, or any dues or other charges levied under the Declaration with respect to other owners of any property subject to the Declaration shall be due and payable with respect to the Property.

(b) Notwithstanding anything provided herein to the contrary, in the event StillMeadow (i) transfers, sells or conveys any interest in the Property to any party other than to any Affiliates, as hereinafter defined, (ii) desires to commence any Improvements on or otherwise undertakes any Improvements on the Property or (iii) elects to subdivide the Property into more than one (1) lot, then, in any such event, all of the terms and provisions of the Declaration shall immediately thereafter apply to all portions of the Property including, without limitation, the obligation to pay Assessments, as such term is defined in the Declaration. Furthermore, Developer

covenants and agrees that, subject to all applicable rules and regulations of all applicable utility companies and utility providers, including the payment by StillMeadow of all fees, charges and other costs and expenses of all applicable utility companies and utility providers, with respect to the Property only, StillMeadow and its successors and assigns are entitled to tie on to and use any of the water, sewer, electrical, telephone and other utilities generally available to owners of lots in Greystone.

(c) StillMeadow, for itself and its successors and assigns, does hereby covenant and agree with Developer, its successors and assigns, to execute and deliver to Developer any and all documents, instruments and agreements which may be reasonably requested or required by Developer, its successors and assigns, to evidence that the Property is subject to the terms and provisions of the Declaration upon the occurrence of any of the events specified in Paragraph 2(b) above.

3. **Subdivision of Property.** Developer, joined by Greystone Development Company, L.L.C., covenant and agree to use their good faith efforts to assist StillMeadow in the event StillMeadow desires to subdivide and subsequently sell any portion of the Property so long as (a) the Property does not comprise more than two (2) single-family lots and (b) all of the Property is subjected to and encumbered by all of the terms and provisions of the Declaration.

4. **Easements.**

(a) Subject to the terms and conditions set forth below in this Paragraph 4(a) below, Developer does hereby grant to Dickson, for and during his lifetime only, a permanent, perpetual and non-exclusive easement over, through, across, under and upon all of the private roadways (the "Private Roadways") which comprise "Common Areas", as such term is defined in the Declaration, within the "Development", as such term is defined in the Declaration, and shall provide Dickson any access codes, cards, stickers, permits or passes necessary in order that Dickson may freely use such easement. Notwithstanding anything provided herein to the contrary, the utilization of the easement rights granted to Dickson pursuant to this Paragraph 4(a) shall be used in common with Developer and all of the Owners and Occupants, as such terms are defined in the Declaration, and subject to all of the terms and provisions of the Declaration; provided, however, that in no event shall Dickson be obligated to pay any Assessments, as such term is defined in the Declaration, with respect to the exercise of the easement rights granted herein.

(b) Subject to the terms and conditions set forth below in this Paragraph 4(b), Developer does hereby grant to StillMeadow, its successors and assigns, forever, a permanent, perpetual and non-exclusive easement over, through, across, under and upon all of the Private Roadways within the "Development", as such term is defined in the Declaration, and shall provide StillMeadow any access codes, cards, stickers, permits or passes necessary in order that StillMeadow and its successors and assigns may freely use such easement. Notwithstanding anything provided herein to the contrary, the utilization of the easement rights granted to StillMeadow, its successors and assigns, pursuant to this Paragraph 4(b) shall be used in common with Developer, its successors and assigns, and all of the Owners and Occupants, as such terms are defined in the Declaration, and subject to all of the terms and provisions of the Declaration; provided, however, that in no event shall StillMeadow be obligated to pay any Assessments, as such term is defined in the Declaration, until the occurrence of any of the events specified in Paragraph 2(b) above.

5. **Developmental Restrictions on Adjacent Property.** Developer covenants and agrees with StillMeadow that, for so long as StillMeadow, Dickson or any of their respective Affiliates, as hereinafter defined, own the Homesite, no house, dwelling or other structure shall be constructed on the Adjacent Property.

6. **Miscellaneous.**

(a) This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements and undertakings of the parties relating to any of the subject matter of this Agreement. This Agreement may be modified, amended or supplemented only by an instrument in writing executed by the then owner of the Property and Developer.

(b) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms and provisions hereof.

(c) This Agreement shall be binding upon and inure to the benefit of all present and future owners of the Property and their respective heirs, executors, successors and assigns. This Agreement shall be binding upon and inure to the benefit of all successors and assigns of Developer, StillMeadow and Dickson.

(d) Whenever the context requires or permits, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(e) If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

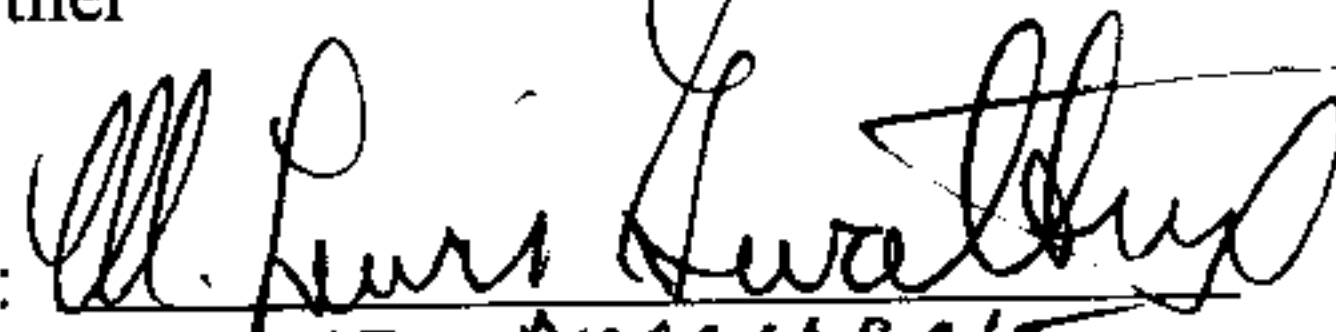
(g) For the purposes of this Agreement the term "Affiliates" means any one or more of the descendants of Dickson or any entity created for the benefit of (e.g., a trust) or owned or controlled by any such descendants, or under common control with StillMeadow or Dickson or any of Dickson's descendants.

(h) The Recitals are incorporated into and made a substantive part of this Agreement, and constitute covenants of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
day and year first above written.


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

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

By: 
Its: VICE-PRESIDENT


Walter D. Dickson

STILLMEADOW FARM, LTD., an Alabama
limited partnership

By: 
Walter D. Dickson, Its Sole General Partner

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county in said state, hereby certify that M. Lewis Gwaltney, whose name as 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 23rd day of March, 1999.



Notary Public

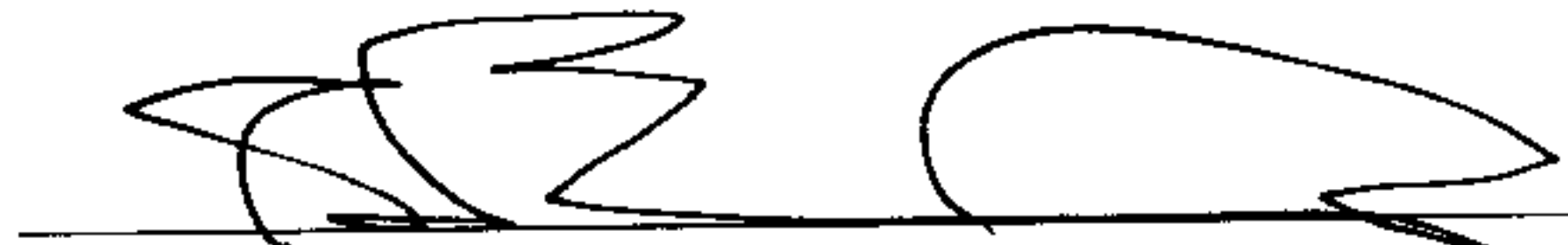
[NOTARIAL SEAL]

My commission expires: 9/8/2001

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Walter D. Dickson, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of March, 1999.



Notary Public

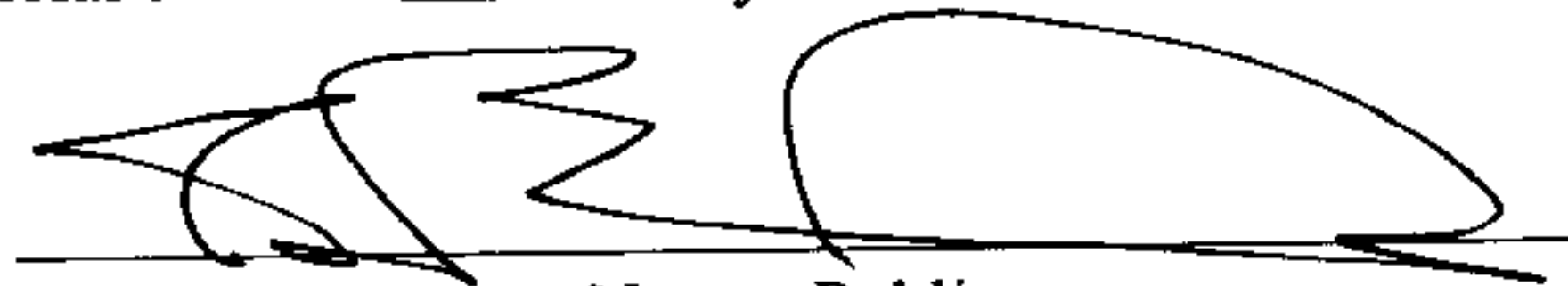
[NOTARIAL SEAL]

My commission expires: 9/8/2001

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Walter D. Dickson, whose name as General Partner of StillMeadow Farm, Ltd., 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 General Partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 23rd day of March, 1999.



Notary Public

[NOTARIAL SEAL]

My commission expires: 9/8/2001

CONSENT BY GREYSTONE DEVELOPMENT COMPANY, LLC

Greystone Development Company, LLC, an Alabama limited liability company, joins in the execution of this Declaration of Use Restrictions and Easements for the purpose of consenting to and agreeing to be bound by the provisions of Paragraph 3 above.

Dated as of the 23rd day of March, 1999.

**GREYSTONE DEVELOPMENT COMPANY,
LLC**, an Alabama limited liability company

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

By: *M. Lewis Gwaltney*

Its: VICE-PRESIDENT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county in said state, hereby certify that M. Lewis Gwaltney, whose name as Vice 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 said corporation in its capacity as Manager of the aforesaid limited liability company.

Given under my hand and official seal this 23rd day of March, 1999.

[Signature]

Notary Public

My commission expires: 9/8/2001

[NOTARIAL SEAL]

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

Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203
(205) 521-8429

EXHIBIT A**Legal Description of Greystone Lots**

A parcel of land situated in the NW1/4 of the N/W1/4 of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 3" capped iron locally accepted to be the Northwest corner of said Section 27; thence run in an easterly direction along the North line of said Section 27 for a distance of 390.00 feet to the Northernmost corner of Lot 18 in Greystone 7th Sector Phase II as recorded in Map Book 19, on Page 121, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 96 degrees 28 minutes 52 seconds and run in a southwesterly direction along the Northwest line of said Lot 18 for a distance of 165.00 feet to the Northeast corner of Lot 12 in said Greystone 7th Sector Phase II; thence turn an angle to the right of 70 degrees 37 minutes 37 seconds and run in a southwesterly direction along the Northwest line of said Lot 12 for a distance of 147.49 feet to the Northwest corner of said Lot 12, said corner being on the Northern right of way line of Rosemont Road as recorded in said Greystone 7th Sector Phase II, said corner also being on a curve to the left having a central angle of 117 degrees 48 minutes 01 second and a radius of 50.00 feet; thence turn an angle to the right of 0 degrees 00 minutes 00 seconds to the radius of said curve and run in a northwesterly direction along the arc of said curve and also along said Northern right of way line for a distance of 102.79 feet to a point; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds from the tangent of last stated curve and run in a northwesterly direction for a distance of 224.34 feet to the point of beginning. Said parcel containing 53,362 square feet, more or less.

EXHIBIT B

Legal Description of Adjacent Property (Greystone Lots)

A parcel of land situated in the Northwest quarter of the Northwest quarter of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 3" capped iron locally accepted to be the Northwest corner of said Section 27; thence run South along the West line of said Section 27 for a distance of 238.49 feet to an iron pin found; thence turn an angle to the left of 90 degrees, 00 minutes, 00 seconds, and run in an Easterly direction for a distance of 141.14 feet to an iron pin set on a curve to the right, having a central angle of 87 degrees, 59 minutes, 03 seconds and a radius of 50.00 feet; thence turn an angle to the left to the radius of said curve of 38 degrees, 59 minutes, 23 seconds and run in a Northwesterly to Northeasterly direction along the arc of said curve for a distance of 76.78 feet to an iron pin set; thence run radial to last stated curve in a Northwesterly direction for a distance of 224.34 feet to the point of beginning. Said parcel containing 22,172 square feet, more or less.

EXHIBIT C

Legal Description of Homesite

Parcel 1:

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

Begin at a 3" capped iron locally accepted to be the Southwest corner of said Section 22; thence run North along the west line of said Section 22 for a distance of 923.14 feet to an iron pin set; thence turn an angle to the right of 98 degrees, 48 minutes, 20 seconds and run in a Southeasterly direction for a distance of 72.98 feet to an iron pin set; thence turn an angle to the right of 03 degrees, 32 minutes, 10 seconds and run in a southeasterly direction for a distance of 208.51 feet to an iron pin set; thence turn an angle to the left of 21 degrees, 31 minutes, 33 seconds and run in a Northeasterly direction for a distance of 406.40 feet to an iron pin set; thence turn an angle to the left of 01 degree, 05 minutes, 51 seconds and run in a Northeasterly direction for a distance of 233.13 feet to an iron pin set; thence turn an angle to the right of 56 degrees, 46 minutes, 49 seconds and run in a Southeasterly direction for a distance of 415.93 feet to an iron pin set; thence turn an angle to the right of 17 degrees, 06 minutes, 05 seconds and run in a Southeasterly direction for a distance of 273.30 feet to an iron pin set; thence turn an angle to the right of 39 degrees, 44 minutes, 34 seconds and run in a Southwesterly direction for a distance of 218.12 feet to an iron pin set; thence turn an angle to the left of 15 degrees, 38 minutes, 57 seconds and run in a Southerly direction for a distance of 192.69 feet to an iron pin set on the South line of said Section 22 and also on the North line of Lot 40 in Greystone 7th Sector Phase II, as recorded in Map Book 19, on Page 121 in the Office of Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 91 degrees, 17 minutes, 16 seconds and run in a Westerly direction along the South line of said Section 22 and also along the North line of Lots 40, 39, 20, 19 and 18 in said Greystone 7th Sector Phase II and an extension thereof, for a distance of 1,271.84 feet to the point of beginning.

Less and except the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 22, Township 18 South, Range 1 West, Shelby County, Alabama.

Parcel 2:

The Southwest quarter of the Southwest quarter of the Southwest quarter of Section 22, Township 18 South, Range 1 West, Shelby County, Alabama.

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