

**DECLARATION OF WATERSHED PROTECTIVE COVENANTS**  
**FOR GREYSTONE DEVELOPMENT**

This **DECLARATION OF PROTECTIVE COVENANTS** (hereinafter referred to as the "**DECLARATION**"), is made effective as of the 15th day of December, 1999 by and between the The Water Works and Sewer Board of the City of Birmingham, an Alabama public corporation, as agent for the City of Birmingham, a municipal corporation (hereinafter collectively referred to as the "**CITY**") and Greystone Development Company, LLC (hereinafter referred to as the "**DEVELOPER**").

**W I T N E S S E T H**

**WHEREAS, DEVELOPER**, is presently the owner of a tract of land which is located in Jefferson County and Shelby County, Alabama and is described on Exhibit "A" attached hereto and incorporated herein by reference and,

**WHEREAS**, the tracts of land described on Exhibits "A" is hereinafter collectively referred to as the "Developer Watershed Property" and,

**WHEREAS, DEVELOPER** desires to establish and enforce certain covenants and agreements respecting the Developer Watershed Property to provide for the protection and preservation of the watershed for the **CITY's** water supply reservoir in addition to complying with **DEVELOPER's** National Pollution Discharge Elimination System permit and any requirements of the City of Hoover and/or the Shelby County Storm Water Ordinance through the implementation and maintenance of certain water quality monitoring; Public Sanitary Sewer System requirements; and erosion and pollution requirements contained in the Erosion, Sediment and Pollution Control Requirements, Addendum for Greystone II dated December 14, 1998 prepared by Walter Schoel Engineering Company, Inc. and the Greystone II Water Quality Monitoring System, Standard Operating Procedure dated January 3, 2000, and prepared by Walter Schoel Engineering Company, Inc. (which plans, as the same may be amended from time

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to time, are hereinafter more particularly defined and referred to as the ECP and the WQMP or collectively referred to as the "Plans" a copy of said ECP and WQMP being attached hereto as Exhibits "B" and "C" respectively and incorporated herein by reference; and,

**WHEREAS**, as each phase of the Developer Watershed Property is developed, **DEVELOPER** shall prepare and submit to the **CITY** a proposed clarification to the Plans which shall set forth the specific practices and procedures to be implemented on such property which clarification, when approved by the **CITY** shall become a part of the Plans; and,

**WHEREAS**, the Plans have been approved by **DEVELOPER** and the **CITY**, and shall be for the benefit of **DEVELOPER**, its successors and assigns, all future owners of the Developer Watershed Property, or any part thereof, and the **CITY**; and,

**WHEREAS**, **DEVELOPER** desires to set forth certain agreements respecting the allocation of responsibility by and among **DEVELOPER**, its successors and assigns, and future owners of various portions of the Developer Watershed Property, to ensure that the Developer Watershed Property is developed and maintained in compliance with the Plans; and,

**WHEREAS**, **DEVELOPER** and the **CITY** desire to establish and enforce certain water quality standards and regulations to provide for the development and maintenance of the Developer Watershed Property in compliance with the Protective Covenants; and,

**WHEREAS**, the **CITY** hereby enters into this Declaration for the purpose of acknowledging and consenting to the terms and provisions contained herein.

**NOW THEREFORE**, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **DEVELOPER** hereby declares that the Developer Watershed Property shall be held, sold, and conveyed subject to the following covenants, easements, conditions and restrictions (hereinafter referred to as the "Protective Covenants"), which shall run with the Developer Watershed Property and be binding on all parties having any right, title, or interest therein, along with their heirs, successors and assigns, and which shall inure to the benefit of the **CITY**, its successors and assigns, and

**DEVELOPER**, its successors and assigns, and which Protective Covenants may be enforced by any of them as hereinafter provided.

**ARTICLE I**  
**DEFINITIONS**

The following words, when used in this Declaration (unless the context indicates otherwise) shall have the following meanings:

1.01 **"DEVELOPER"** shall mean and refer to Greystone Development Company, LLC or its successors or assigns including the Developer Associations (as that term is hereinafter defined) or any other such successor or assign which acquires any portion of the Developer Watershed Property from **DEVELOPER** as successor developer.

1.02 **"Developer Associations"** shall mean and refer to, as the context requires or permits, those certain Alabama nonprofit corporations, and their successors and assigns, which may be formed by **DEVELOPER** pursuant to provisions of Article IV of this Declaration for the purposes, among others, of maintaining the Site Erosion and Sediment Controls (as that term is hereinafter defined) in compliance with the Plans and levying, collecting and depositing certain assessments for such maintenance.

1.03 **"Developer Watershed Property"** shall mean and refer to that certain tract of real estate located in Jefferson County and Shelby County, Alabama, containing approximately 700 acres, as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference, along with any additional real property which hereafter may be subject to this Declaration by **DEVELOPER** pursuant to Article II hereof (the addition of such real property to the Developer Watershed Property may require changes in the Plans or the implementation and maintenance of an additional Plans for such additional property, the purpose and rationale of which shall be substantially the same as that of the Plans). **DEVELOPER** acknowledges that its right to add such additional real property to the Developer Watershed Property is subject to **DEVELOPER's** agreement to modification of the Plans as necessary, in a manner which is

satisfactory to the CITY, in the CITY's reasonable opinion, or to DEVELOPER's agreement to implement and maintain a new Plans which are satisfactory to the CITY.

1.04 "ECP" shall mean and refer to that certain Erosion, Sediment and Pollution Control Requirements, Addendum for Greystone II dated December 14, 1998, prepared by Walter Schoel Engineering Co., Inc., attached hereto as Exhibit "B" and incorporated herein by this reference, as the same may be amended from time to time.

1.05 "Fund" is defined in Section 4.04(b) of Article IV of this Declaration.

1.06 "Lake" shall refer to those certain ponds and lakes described in the Plans.

1.07 "Lot" shall mean and refer to the individual lots (as defined in the Subdivision Regulations of the City of Hoover Planning Commission, as amended from time to time) as reflected on Subdivision Plat(s) for the Developer Watershed Property, as recorded or to be recorded in the offices of the Judges of Probate of Shelby and Jefferson County, Alabama, as the same may be amended from time to time. Any portion of the Developer Watershed Property that is not included in a Subdivision Plat shall be considered to be a lot. For the purposes of this Declaration, the Watershed Maintenance Areas shall not be considered as part of any Lot unless specifically included as part of a Lot as shown by a subdivision map recorded in the offices of the Judges of Probate of Shelby and Jefferson County, Alabama.

1.08 "Other Watershed Owners" is defined in Section 4.07 of Article IV of this Declaration.

1.09 "Owner(s)" shall mean and refer to the record owner (other than DEVELOPER), whether one or more persons or entities, of fee simple title to any lot which is a part of the Developer Watershed Property, including persons having a life estate or similar interest and other parties or entities having a leasehold interest in any portion of the Watershed Property pursuant to written ground leases having a term of greater than five (5) years. The term "Owner(s)" shall exclude parties having an interest merely as security for the payment or performance of an obligation, except that any such party shall be included if it forecloses its mortgage or other security interest and becomes the owner of a portion of the Developer Watershed Property by purchasing it at the foreclosure sale.

1.10 **"Plans"** shall mean and refer to, either individually or collectively where appropriate, the ECP, WQMP (which are both attached hereto as Exhibits "B" and "C", respectively) and the water quality standards to be developed by the CITY as contemplated by, and added by amendment to this Declaration as provided in, Section 7.01 below.

1.11 **"Public Sanitary Sewer System"** shall mean a sanitary sewage collection and treatment system which is operated and administered by Shelby County and its successors and assigns, or by any other legal entity which may provide a sanitary sewage collection and treatment system to the Developer Watershed Property.

1.12 **"Site Erosion and Sediment Controls"**, shall include certain ponds and lakes described in the Plans, that portion of the Developer Watershed Property located immediately adjacent to, and at a distance of up to five (5) feet from the edge of said ponds and lakes, the drainage channels leading to said ponds and lakes and such other areas designated by DEVELOPER as are necessary for ensuring the maintenance of the Developer Watershed Property in compliance with the ECP.

1.13 **"WQMP"** shall mean and refer to that certain Water Quality Monitoring System, Standard Operating Procedure dated January 3, 2000, prepared by Walter Schoel Engineering Company, Inc., attached hereto as Exhibit "C" and incorporated herein by this reference, as the same may be amended from time to time as contemplated by Section 7.01, below.

1.14 **"Water Quality Monitoring System"**, shall include certain monitoring devices as described and as called for in the WQMP.

1.15 **"Watershed"** shall mean the drainage area for Lake Purdy (including the Little Cahaba River).

1.16 **"Watershed Assessments"** is defined in Section 4.04(e) of Article IV of this Declaration.

1.17 **"Watershed Maintenance Expense"** is defined in Section 4.02 of Article IV of this Declaration.

**ARTICLE II.**  
**PROPERTIES SUBJECT TO THIS DECLARATION, ADDITIONS THERETO, AND**  
**DELETIONS THEREFROM**

2.01 **THE LEGAL DESCRIPTION OF DEVELOPER WATERSHED PROPERTY.** The real property presently owned by **DEVELOPER** which presently is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration (i.e., the Developer Watershed Property) is located in Jefferson County and Shelby County, Alabama and is described in Exhibit "A" attached hereto and incorporated herein by this reference.

2.02 **ADDITIONAL REAL PROPERTY.** Additional real property which is contiguous to the Developer Watershed Property may be subject to this Declaration by **DEVELOPER** by filing in the office of the Judges of Probate of Shelby and Jefferson County, Alabama a Supplementary Declaration which describes such additional real property, and upon the filing of such Supplementary Declaration the operation and effect of this Declaration shall be extended to such additional real property. Notwithstanding the foregoing, a Supplementary Declaration adding any property other than the property described in the proceeding sentence may not be filed and cannot be effective unless and until the **CITY** approves the addition of such additional real property and indicates its approval in writing on such Supplementary Declaration with such approval not to be unreasonably withheld

2.03 **WITHDRAWAL OF PROPERTY IS PROHIBITED.** No portion of the Developer Watershed Property or any additional real estate which is subject to these Protective Covenants may be withdrawn without the prior written consent of the **CITY**.

**ARTICLE III.**  
**EASEMENTS**

3.01 **EASEMENT FOR REPAIR.** **DEVELOPER** hereby reserves for itself, its successors and assigns (including the Developer Association, its successors and assigns), and the **CITY**, its successors and assigns, a right of access to all or any portion of the Developer Watershed Property for the purpose of inspecting the Developer Watershed Property to insure the correction

of any condition not in compliance with the Plans; provided, that requests for entry to a Lot are made at least five working days in advance and that such entry is at a time reasonably convenient to the Owner, but in no case beyond 14 calendar days of request for entry. In the case of any emergency, such right of entry shall be immediate whether the Owner is present at the time or not.

3.02 **EASEMENT AND USES.** **DEVELOPER** and/or Developer Association, respectively, on their own behalf and on behalf of the **DEVELOPER** and all Owners of their respective portions of the Developer Watershed Property, who hereby appoint **DEVELOPER** and/or Developer Associations, respectively, as their attorney-in-fact for such limited purposes (such appointment being confirmed and ratified by each Owner's acceptance of a deed or other instrument to one or more Lots) shall have the right to grant such easements (subject to applicable restrictions) over any portion of the Developer Watershed Property as **DEVELOPER** and/or Developer Associations, respectively, shall deem necessary or desirable, for the protection and preservation of the **CITY's** water supply and the Watershed, or any portion thereof or for the purpose of carrying out any provisions of this Declaration, provided: (A) such easements will not unreasonably interfere with the use and enjoyment of the portion of the Developer Watershed Property owned by the Owner thereof; (B) the cost and expenses incurred in connection with such work shall be borne by **DEVELOPER** and/or Developer Associations and the Owners in accordance with an allocation between such parties as referred to in Section 4.02 hereof, and after completing such work, any portion of the Developer Watershed Property which is effected shall be restored to the extent feasible to as good a condition as it was in immediately before the commencement of such work; (C) such easements, in the reasonable opinion of the **CITY** will not adversely affect the Plans or the Watershed; and (D) following the completion of such work,

**DEVELOPER** and/or Developer Associations, as applicable, as to the Developer Watershed Property shall cause a survey to be made of the easement showing its location on the property and shall then cause the said survey to be recorded in the office of the Judges of Probate of Shelby and Jefferson County, Alabama.

3.03 **LIMITATIONS.** Any easements which may be created pursuant to this Article shall be appurtenant to, and the benefits and burdens thereof shall pass along with the title to, every Lot, and the same shall be further subject to all provisions of this Declaration.

3.04 **ADDITIONAL DOCUMENTS.** **DEVELOPER** and/or Developer Associations, as applicable, and each Owner may be required to execute such other documents as are necessary, appropriate or convenient to effectuate the intent of this Declaration with respect to all easements which may be created pursuant to this Article.

**ARTICLE IV.**  
**COVENANTS FOR MAINTENANCE OF WATERSHED PROPERTY IN**  
**COMPLIANCE WITH PLANS**

4.01 **COVENANTS TO MAINTAIN DEVELOPER WATERSHED PROPERTY.**  
**DEVELOPER** together with all Owners (now and in the future) of the Developer Watershed Property, or of any part thereof, shall develop and maintain their respective portions of the Developer Watershed Property in compliance with the Plans. Notwithstanding the foregoing, **DEVELOPER** acknowledges and agrees that certain portions of the Developer Watershed Property shall be designated as Site Erosion and Sediment Controls to be maintained by **DEVELOPER** or the Developer Associations in compliance with the Plans.

(a) The Site Erosion and Sediment Controls shall be owned by **DEVELOPER** or by Developer Association, as applicable, and none of the Site Erosion and Sediment Controls may be dedicated or conveyed to the City of Hoover to any other party or entity without the prior written consent of the **CITY**. Notwithstanding the foregoing, easements and rights-of-way to be used in connection with the furnishing of utilities services to the Developer Watershed Property

may be granted (to utility companies furnishing such services) over and across portions of the Site Erosion and Sediment Controls, provided that: (1) **DEVELOPER** and/or Developer Associations, as applicable, retains the right to maintain the Site Erosion and Sediment Controls in accordance with this Declaration; (2) such easements and rights-of-way shall not interfere with the purpose, implementation or maintenance of the Plans; and, (3) all utility facilities installed in, on or over such easements and rights-of-way shall comply with the City of Hoover Subdivision Regulations and the Shelby County Sanitary Sewer Construction Standards, as said may be amended from time to time.

(b) A Water Quality Monitoring System shall be developed and installed for the purpose of monitoring for constituents identified in accordance with the WQMP and, as contemplated by Section 7.01 below, establishing reasonable water quality standards for water migrating into the Watershed. In accordance with and as contemplated by Section 7.01 below, the WQMP may be amended from time to time.. Equipment used for the selected monitoring of the **Developer Watershed Property** shall be purchased and installed by the **DEVELOPER**. The cost of replacement or repair of the system equipment due to loss, damage or other conditions that would cause the equipment to be inoperable will be paid for by the Fund. The **CITY** may, at its option and in its sole discretion, provide regular equipment maintenance to said Water Quality Monitoring System and shall be entitled, if it so chooses, to collect and maintain the data. Should the **CITY** choose to collect said data it shall share the results with the **DEVELOPER**.

(c) Public Sanitary Sewer System requirements design guidelines established by Shelby County or the owner/operator of the Public Sanitary Sewer System shall be incorporated into wastewater pumping facilities design and construction. The **CITY** shall have the right to review and comment on the plans for the public sanitary sewer to be installed in the Developer Watershed Property. Sewer pumping facilities shall include the following requirements: 1) protection of damage from the 100 year flood, 2) standby power, 3) alarms shall be activated in cases of high water levels, power failure, pump failure, or any case of pump station malfunction

or loss of lead in the pump station force mains, and 4) telemetry or automatic dialing system to announce equipment failures or alarms to a facility manned 24 hours a day.

4.02 **ALLOCATION OF WATERSHED MAINTENANCE EXPENSES.** **DEVELOPER**

and/or Developer Associations, as the case may be, shall bear the cost and expense incurred in connection with the routine maintenance of the Site Erosion and Sediment Controls and the initial installation, replacement or repair cost of the Water Quality Monitoring System equipment in compliance with the Plans (hereinafter referred to as the "Watershed Maintenance Expenses").

4.03 **CREATION OF ASSOCIATIONS.** **DEVELOPER** shall cause one or more Developer Associations to be created within 90 days of the execution of this Declaration. **DEVELOPER** shall have the right to assign and delegate to any such Developer Association all of its rights, obligations and duties hereunder, including the right and power to enforce this Declaration and of levying, collecting and depositing of certain assessments as may be necessary for the maintenance of the Site Erosion and Sediment Controls and the cost of replacement or repair of the Water Quality Monitoring System due to loss, damage or other conditions that would cause the equipment to be inoperable in accordance with the Plans, and upon such assignment and delegation, **DEVELOPER** shall be relieved of further obligations respecting the Plans, with regard to such property except with respect to those portions of the Developer Watershed Property which do not constitute Site Erosion and Sediment Controls and which continue to be owned by **DEVELOPER**. Upon the conveyance by **DEVELOPER** of a Lot to another party, the obligations of **DEVELOPER** with regard to such Lot respecting compliance with the Plans shall be binding upon the grantee of such Lot, and thereafter **DEVELOPER** shall have no obligation with respect to such Lot, for complying with the Plans. Such conveyance of a Lot shall not relieve **DEVELOPER** of its obligation to comply with the Plans with respect to any other Lot which it still owns. The substitution of such grantee for **DEVELOPER**, with respect to complying with the Plans for such Lot shall be evidenced by the recordation in the Office of the Judge of Probate in Shelby County, Alabama of a deed or other instrument, conveying such Lot from **DEVELOPER** to a grantee.

#### 4.04 ASSESSMENTS FOR WATERSHED MAINTENANCE.

(a) Each Owner, by acceptance of a deed or other instrument of conveyance for a Lot, ~~whether~~ or not it shall be so expressed in any such deed or any other instrument, including, ~~without~~ limitation, any purchaser at a judicial sale or foreclosure sale (including the mortgage if it purchases a Lot at the foreclosure of its mortgage) shall be obligated and hereby agrees and covenants to pay to the appropriate Developer Associations any and all assessments levied by such Developer Associations in connection with maintenance of the Site Erosion and Sediment Controls, the repair or replacement of the Water Quality Monitoring System due to loss, damage or other conditions that would cause the equipment to be inoperable in accordance with the Plans and compliance with the Plans.

(b) A fund shall be created and maintained by the **DEVELOPER** and/or the Developer Associations to be used for the reimbursement of expenses incurred by the **CITY** for maintenance and repair of the Site Erosion and Sediment Controls not performed by the **DEVELOPER** and/or the Developer Associations after proper notification, if any is required, by the **CITY** as outlined in Section 4.08 of Article IV, the expenses of non-routine maintenance and repair of the Site Erosion and Sediment Controls as outlined in Section 4.04(c) of Article IV, the repair and replacement of the Water Quality Monitoring System due to loss, damage or other conditions that would cause the equipment to be inoperable, and to cause **DEVELOPER** and/or the Developer Associations to comply with the Plans. The fund shall be created and maintained in the following manner and in the following amounts (hereinafter the "Fund"). Within 90 days of the execution of this Declaration, **DEVELOPER** and/or the appropriate Developer Associations shall contribute to the Fund the sum of \$40,000.00. The monies contributed to the Fund shall be deposited in an interest bearing account in, or in one or more Certificates of Deposit issued by, a national bank which has its main office within the City of Birmingham, Alabama (said fund, including said initial deposit, all subsequent amounts deposited in the funds plus all interest earned on all such amounts shall be kept separate from any other funds or assessments of the **DEVELOPER** and/or Developer Associations and all the provisions

contained herein shall apply to such Fund. An annual written accounting of the money in the Fund shall be furnished to the CITY as of the end of the year. Such accounting shall be delivered to the CITY within ninety (90) days of the end of each calendar year.

(c) When eighty percent (80%) of each drainage basin has been developed (whether eighty percent (80%) of the drainage basin has been developed shall be reasonably determined by the CITY) the Site Erosion and Sediment Controls shall be inspected by an independent engineer, and those lake forebays and sediment ponds which exhibit significant loss of function shall be dredged or repaired if the engineer reasonably determines that such dredging, disposal, treating and repairing are necessary or desirable for the protection and preservation of the Watershed based upon appropriate engineering standards. The cost of such dredging, disposal, treating and repairing of the Lakes may be paid from the Fund. All interest earned on the money deposited in the Fund shall remain in the Fund for so long as the balance of the Fund is less than \$40,000.00. If the balance of the Fund shall ever become less than \$30,000, then within one (1) month from such date the **DEVELOPER** and/or Developer Association must contribute from its general funds or new assessments, as the case may be, such amount as is necessary to return the balance of the Fund to \$40,000. As long as the total balance of the Fund is \$40,000 the interest earned thereon will be paid to the **DEVELOPER** and/or Developer Associations.

(d) **DEVELOPER** and the Developer Associations, as applicable, to the extent not relieved of responsibility pursuant to Section 4.03 hereof, shall be responsible for the implementation of, maintenance of, and compliance with the Plans, regardless of the cost of such implementation, maintenance, and compliance and the establishment and maintenance of the Fund shall not limit or restrict in any way such obligations of **DEVELOPER** and the Developer Associations hereunder.

(e) In the event any assessment levied by the **DEVELOPER** or the Developer Associations for the compliance of the Plans (including the restoration of the Fund) (hereinafter referred to as the "Watershed Assessments") shall become delinquent, then such Watershed Assessments, together with interest thereon at the highest lawful rate not to exceed 18% per

annum, and cost of collection thereof, including court costs and reasonable attorney's fees and reasonable attorney expenses, shall be a continuing lien on the Lot being encumbered thereby, and also a personal obligation of its Owner, and the heirs, successors and assigns of the Owner. No Owner may exempt himself from personal liability for any Watershed Assessment levied against his Lot during the ownership thereof by the conveyance or abandonment of his Lot, or any other matter. The Developer Associations shall perfect the above described liens by recording a claim of lien in the Office of the Judge of Probate of Shelby County, Alabama, setting forth a description of the Lot being encumbered thereby, the name of its record owner, the amount due, the date when due and any other information customarily provided for the enforcement of such liens. The claim of lien shall be signed by an officer of the Developer Association. The lien on the Lot may be foreclosed in the same manner as real estate mortgages under the laws of Alabama or maybe foreclosed in any other matter, which is permitted under the laws of Alabama. Upon the full payment of all sums secured by such claim of lien, the same shall be satisfied of record by an instrument of satisfaction which shall be signed by an officer of the Developer Association and recorded in said Probate office. Any party who acquires an interest in a Lot, including but not limited to, parties who acquire title by operation of law or at a judicial sale or the Lot of the improvements thereon until all unpaid Watershed Assessments on such Lot have been paid in full. Any party who has a contract to purchase a Lot, may, by written request, inquire of the Developer Association whether the Lot is subject to any Watershed Assessments and the due date of any such Watershed Assessments and the amount of interest due on any delinquent Watershed Assessments and an authorized representative of the Developer Association shall give the requesting party a written response, providing all such information, within ten (10) days of the Developer Association's receipt of such inquiry and such response shall be binding upon the Developer Association. If the Developer Association does not make such response within said ten (10) day period, any such Watershed Assessments shall not be an obligation of such purchaser or a lien on the Lot, but shall continue to be a personal obligation of the Owner of the Lot and shall also then become an obligation of the Developer Association.

4.05 **OBLIGATIONS OF OWNERS TO MAINTAIN PLANS.** Notwithstanding the creation of the Developer Associations, all Owner(s) shall be responsible for developing and maintaining their portions of the Developer Watershed Property in compliance with the Plans. In the event that any repairs, maintenance and related work is required to the Site Erosion and Sediment Controls or repair or replacement work is required to the Water Quality Monitoring System in order to comply with the Plans as the result of the failure of an Owner to ensure that its portion of the Developer Watershed Property is developed and maintained in compliance with the Plans, such non-complying Owner shall be responsible for the payment in full, of all costs and expenses associated with such repair and maintenance to the Site Erosion and Sediment Controls and the repair or replacement of the Water Quality Monitoring System in order to comply with the Plans. In such event, the non-complying Owner, at its sole expense, shall terminate or correct any practices which are not in compliance with the Plans. The Developer Associations and the CITY shall have the same rights and remedies with respect to the collection of said expenses as, or available to, Developer Associations in connection with the enforcement and collection of the Watershed Assessments.

4.06 **OBLIGATIONS OF OWNERS FOR COMMERCIAL, GOLF COURSE, OR MULTI-FAMILY DEVELOPMENT.** Notwithstanding the creation of the Developer Associations, each Owner of a portion of the Developer Watershed Property which is developed or is to be developed for commercial purposes, golf course purposes or multifamily residential purposes shall ensure that such portions of the Developer Watershed Property is maintained in compliance with the Plans.

4.07 **PROTECTION OF WATERSHED BY "OFF SITE" DEVELOPERS.** For the purpose of protecting the CITY's water supply, the CITY covenants that, to the extent the CITY has the right to do so under ordinance, statute, covenant or otherwise, the CITY shall require all other owners of real property which is hereinafter developed and is situated within the Watershed, but lying outside the Developer Watershed Property (hereinafter referred to as the "Other Watershed Owners"), to adhere to standards of the same character and type required

hereunder, or pursuant to any amendment hereunder, in connection with the development and maintenance of their respective properties, which standards are intended to protect the Watershed. If Other Watershed Owners should fail to adhere to such standards and such failure results in any sedimentation, contamination, or pollution of, or other damage to the Watershed or the Site Erosion and Sediment Controls, the CITY shall use reasonable, good faith efforts to enforce the said ordinance, statute, covenant or other device, if any, to which the property to such Other Watershed Owner is subject to require such Other Watershed Owner, at such Other Watershed Owner's expense, to cure such default and remedy such sedimentation, contamination, pollution or other damage. However, if the CITY is unsuccessful in its efforts, DEVELOPER and the Developer Associations shall not be relieved of any of their obligations under this Declaration.

**4.08 REMEDIES OF THE CITY FOR BREACH OF COVENANTS TO MAINTAIN WATERSHED MAINTENANCE AREAS IN COMPLIANCE WITH THE PLANS.**

Except as provided below herein this Section 4.08, in the event that DEVELOPER or the Developer Associations, as applicable, fail to ensure compliance with the Plans, the CITY shall give the DEVELOPER or the Developer Associations, as applicable, written notice of such failure and if the DEVELOPER or the Developer Associations, as applicable, fail to cause the Plans to be in compliance within thirty (30) days of receipt of written notice of noncompliance from the CITY, or if the failure to cause the Plans to be in compliance is of the nature that it cannot with diligent efforts be cured within thirty (30) days and such act or acts as are necessary to remedy such noncompliance are not commenced within ten (10) days of receipt of written notice of noncompliance from the CITY and are not thereafter completed within a reasonable time, then the CITY, its employees, agents and representatives, shall have the right to enter upon the Developer Watershed Property for the purpose of performing such work and taking such action as may be necessary to bring the Plans in compliance. Notwithstanding the foregoing, in the event the CITY in its reasonable opinion determines that any noncompliance with the Plans poses or presents an imminent danger to the public health, safety and welfare, the CITY shall

provide reasonable notice thereof to the **DEVELOPER** or the Developer Association, as applicable, in the most expeditious manner possible and if the **DEVELOPER** and/or the Developer Association, as applicable, do not take reasonable steps to immediately cure such noncompliance, the **CITY** shall have the right to enter upon the Developer Watershed Property for the purpose of taking such action and performing such work as may be necessary to cure and remedy any noncompliance. In such event, **DEVELOPER** or the Developer Associations, as applicable, shall reimburse the **CITY** for all-reasonable costs and expenses incurred by the **CITY** in connection with curing such noncompliance. In the event the **CITY**, after giving of notice and the failure to cure within the applicable sure periods as provided above incurs such cost and expenses in connection with performing such work as may be necessary to cause compliance with the Plans, then such cost and expenses incurred by the **CITY** shall constitute and be a charge and a contributing lien on the Developer Watershed Property and the **CITY** shall have the same rights and remedies as provided to the **DEVELOPER** or Developer Associations with respect to the enforcement of liens created for the collection for the Watershed Assessments as herein above provided; provided however, the **CITY** shall release its liens as to the Developer Watershed Property from those Lots from which applicable pro-rata assessments for the payment of the applicable Watershed Maintenance Expenses have been received by the **DEVELOPER** or Developer Associations and paid to the **CITY**.

4.09 **PROHIBITED USES.** (a) Except as provided otherwise in subparagraphs (b) and (c), no portion of the Developer Watershed Property may be used as: a car wash facility; a service station; a gasoline station; a commercial car repair garage, any other business which services motor vehicles or provides gasoline or other petroleum products for motor vehicles; a commercial laundry or dry cleaning plants; a laboratory (not including, however, a laboratory associated with an on-site outpatient medical facility); or any business that uses or stores in bulk quantities on the premises products that constitute hazardous or toxic materials and/or hazardous or toxic substances, as such terms are defined by any rule, regulation, statute, or law of any state, federal or local governmental agency, as applicable, as the same may be amended from time to

time, specifically including, but not limited to, definitions promulgated by the Environmental Protection Agency of the United States Government.

(b) Notwithstanding the provisions of subparagraph (a), service stations, gasoline stations, a car wash and commercial car repair garages may be constructed on the Developer Watershed Property, provided that all such service stations, gasoline stations, car washes or commercial car repair garages must be located a minimum of 4,000 feet from the Lake Purdy and the Little Cahaba River with said distance being measured along the path of flow and a minimum 2,500 feet from a distance perpendicular to Lake Purdy and the Little Cahaba River. Said service stations, gasoline stations, car washes and commercial car repair garages, if not located in a drainage basin served by an outfall control device, must also have installed a pond or trap device designed to trap petroleum spills. Furthermore, the specifications for the underground storage tanks, or other storage facilities used by said service stations, gasoline stations, car washes and/or commercial car repair garages, installation thereof shall be approved in writing by the **CITY**, said approval not to be unreasonably withheld.

Furthermore, notwithstanding the provisions of subparagraph (a), a hospital may be constructed on the Developer Watershed Property, provided that such hospital must be located a minimum of 4,000 feet from Lake Purdy and the Little Cahaba River with said distance being measured along the path of flow, a minimum of 2,500 feet from a distance perpendicular to the Little Cahaba River, and must be connected and serviced by a Public Sanitary Sewer System.

Furthermore, notwithstanding the provisions of subparagraph (a), but subject to all other terms and conditions set forth in this Declaration, a golf course and all related facilities and amenities may be developed and operated on the Developer Watershed Property.

(c) Notwithstanding the provisions of subparagraph (a), products which are on such hazardous or toxic materials and/or hazardous or toxic substance list or lists such as gasoline, pesticides, or fertilizers, may be stored and used on the Developer Watershed Property (i) for the purpose of the normal and routine maintenance of grounds and (ii) the normal and routine construction, repair, maintenance and operation of structures located on the Developer

Watershed Property, (including construction materials which are stored and/or used during the construction of such structures and office supplies that are customarily used in the businesses operating on such structures), provided that in the opinion of the **CITY** such products or items are not stored or used in quantities or in a manner which is likely to damage or endanger the Watershed. Except as permitted by subparagraph (b), no underground tanks may be installed or used on or in the Developer Watershed Property for petroleum products or for such hazardous or toxic materials or substances as mentioned above.

#### **ARTICLE V.**

#### **NATURE OF PROTECTIVE COVENANTS: DEFAULTS AND REMEDIES**

5.01 **PROTECTIVE COVENANTS RUNNING WITH THE LAND.** The foregoing Protective Covenants shall constitute a servitude in and upon the Developer Watershed Property and shall run with the Developer Watershed Property and inure to the benefit of, and be enforceable by, **DEVELOPER**, its designated successors and assigns, (including the Developer Associations and its or their successors and assigns), and the **CITY**, its successors and assigns. The initial term of the Protective Covenants shall be a period of fifty (50) years from the date this Declaration is recorded, after which time the said Protective Covenants shall automatically be extended for successive periods of ten (10) years each, unless an agreement, which has been signed by the **CITY**, or its successors in interest, and by the Owners who own two thirds (2/3) or more of the then existing Lots of the Developer Watershed Property, agreeing to terminate or modify this Declaration has been recorded in the Offices of Judge of Probate of Shelby and Jefferson Counties, Alabama.

5.02 **DEFAULT.** Violation or breach of any of the Protective Covenants shall constitute a default hereunder. Any party given the right to enforce the Protective Covenants may provide written notice thereof to any Owner who has committed or suffered a default or to the **DEVELOPER** and/or Developer Associations, as applicable, or their designated successors and assigns. Such notice may also be given, but shall not be required to be given, to any institutional mortgagee which has requested that such notice be given to it and has provided the Developer

Association an address to which such notice may be sent. In the event of a default, The **DEVELOPER** and/or Developer Associations, as applicable, shall, upon written request and to the extent known, advise the **CITY** whether there is an institutional mortgagee of the Lot of the defaulting party.

5.03 **REMEDIES FOR DEFAULT.** The existence of any default which has not been cured as specified in Section 4.08 hereof, shall give **DEVELOPER**, its successors or assigns (including the Developer Associations, and its or their successors or assigns), and/or the **CITY**, its successors or assigns, in addition to all other remedies specified herein, the right to proceed at law or in equity to compel compliance with the terms of these Protective Covenants and to prevent the violation or breach of any of them.

5.04 **NATURE OF REMEDIES.** All rights, remedies and privileges granted to **DEVELOPER**, the Developer Associations, and the **CITY** and their respective successors and assigns, pursuant to the provisions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies, or privileges as may be available to such party at law or in equity. The failure at any time to enforce any covenant or restriction shall in no event be deemed a waiver of the right thereafter to enforce any such covenant or restriction.

## **ARTICLE VI.** **AMENDMENT TO DECLARATION**

6.01 **AMENDMENT BY DEVELOPER AND THE CITY.** Except as otherwise set forth in Section 1.03 of Article I and Section 2.02 of Article II with respect to adjustments in the property designated as the Developer Watershed Property, this Declaration may be amended at such time and upon such conditions, in such form and for such purposes as **DEVELOPER** and its successors and assigns (including, without limitation, the Developer Associations) and the **CITY**, shall deem appropriate by preparing an amendment hereto and recording it in the Office of the Judge of Probate of Shelby County, Alabama which amendment shall not be effective

unless it contains the written approval of **DEVELOPER**, its successors and assigns (including, without limitation, the Developer Associations) and the **CITY**, its successors or assigns.

**ARTICLE VII.**  
**AMENDMENTS AND CLARIFICATION TO THE PLANS**

**7.01 RESERVATION OF RIGHT TO AMEND THE PLANS AND THIS DECLARATION.** The **CITY** and **DEVELOPER** recognize that the Plans recommend the establishment of certain general practices and procedures that are designed to protect and preserve the Watershed and the quality of the **CITY**'s water supply, some of which may be more or less effective depending upon the topography, hydrological conditions and land uses of portions of the Developer Watershed Property. For this reason, it is contemplated that the Plans and this Declaration may be amended from time to time by the mutual consent of both the **DEVELOPER** and the **CITY**, with neither the **DEVELOPER** nor the **CITY** unreasonably withholding their consent to said amendments, as long as said amendments take into consideration the following matters: (1) advances in technology; (2) the topography or other unique characteristics of certain portions of the Developer Watershed Property; (3) the hydrological conditions of specific portions of the Developer Watershed Property; (4) the proposed land uses; (5) changes to the master land use plan for the Development, and (6) the implementation of, or amendment to, any federal, state or local law, statute, ordinance, rule or regulation which is applicable to all Other Watershed Owners. While the Plans may be amended, as hereinabove set forth, such modifications or amendments to the Plans must be consistent with the spirit of the Plans as initially approved. It is further contemplated that the **CITY**, as soon as is reasonably practicable through a process that will require public participation, will develop, based in part on the information developed by the WQMP, certain water quality standards for monitoring water migrating into the the Watershed. Both the **DEVELOPER** and the **CITY** agree that the Plans shall be amended to incorporate such standards and where appropriate and necessary this Declaration shall be amended so as to provide the **CITY** with the authority to enforce such standards, subject to the provisions of this Section 7.01. Furthermore, in

accordance with Section 4.01 above, the CITY agrees that any water quality standards developed pursuant to this section and incorporated by amendment into this Declaration shall be applied and enforced by the CITY uniformly as to all Other Watershed Owners.

**7.02 CLARIFICATION TO THE PLANS.** Prior to the development of each phase of the Developer Watershed Property DEVELOPER shall prepare and submit to the CITY a proposed clarification to the Plans which shall describe the specific practices and procedures to be implemented on the portion of the Developer Watershed Property included in such phase. The practices and procedures described in such clarification must be consistent with those described in the Plans, with such permitted modifications as may be necessary to take into consideration the topography, hydrological conditions, proposed land uses of such property and the implementation of, or amendment to, any federal, state or local law, statute, ordinance, rule or regulation which is applicable to all Other Watershed Owners. The CITY must approve the clarification in writing, said approval not be unreasonably withheld, if it complies with the requirements set forth above, whereupon it shall become a part of the Plans.

**7.03 NO CONSENT REQUIRED.** The CITY hereby acknowledges and agrees that DEVELOPER, Developer Associations or any other Owner of a portion of the Developer Watershed Property shall not be required to obtain the CITY's prior consent to: (i) the dedication of any portion of the Developer Watershed Property (other than an Erosion and Sediment Control Sites) to a municipality (or similar entity), or (ii) the subdivision of the Developer Watershed Property.

**7.04 FURTHER ASSURANCES.** Upon reasonable request, DEVELOPER, for itself and its successors and assigns, agrees to provide to the CITY a list setting forth any pesticides, herbicides, insecticides, coloring agents and other chemicals used on the golf course situated on the Developer Watershed Property, together with any other documentation or information in DEVELOPER'S possession as may be reasonably requested by the CITY regarding compliance with the Plans and the other terms and provisions of this Declaration.

**ARTICLE VIII.**  
**GENERAL PROVISIONS**

8.01 **NOTICES.** Any written notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed by Registered or Certified United States Mail return receipt requested, postage prepaid, to the addresses of such Owner(s) as they appear in the records of the Developer Associations at the time of such mailing. Such notices shall be sent to **DEVELOPER** and the Developer Association at the following address:

Mr. Donald K. Lloyd  
Greystone Development Company, LLC  
3595 Grandview Parkway, Suite 400  
Birmingham, Alabama 35243

Such notices shall be sent to the **CITY** at the following address:

The Office of Mayor  
Birmingham City Hall  
710 20<sup>th</sup> Street North – 3<sup>rd</sup> Floor  
Birmingham, Alabama 35203

With a copy going to:

Mr. William A. Gilchrist  
Director of Planning & Engineering  
2<sup>nd</sup> Floor of City Hall  
710 North 20<sup>th</sup> Street Birmingham, Alabama 35203

General Manager  
The Water Works and Sewer Board of the City of Birmingham  
P.O. Box 830110  
Birmingham, Alabama 35283-0110

Upon request of the **CITY**, the Developer Associations shall furnish to the **CITY** the address of any Owner to whom the **CITY** wishes to send a notice.

8.02 **SEVERABILITY.** Invalidity of any provision hereby by judgement or court order shall in no way affect any other provision of this Declaration, all of which shall remain in full force and effect.

8.03 **GOVERNING LAW.** Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration as the same may be

amended from time to time, the said dispute or litigation shall be governed by the laws of the State of Alabama.

8.04 **CAPTIONS**. The captions and titles of the various Articles and Sections of this Declaration are for convenience or reference only, and in no way define, limit or describe the scope of the intent of this Declaration.

8.05 **USAGE**. Whenever used herein the singular shall include the plural and the plural shall include the singular, and the use of the gender shall include all genders.

8.06 **EFFECTIVE DATE**. This Declaration shall become effective upon its recordation in the office of the Judge of Probate of Shelby County, Alabama.

**IN WITNESS WHEREOF**, the undersigned have duly executed this Declaration as of the date first above written.

**GREYSTONE DEVELOPMENT COMPANY, LLC**

**By: Daniel Realty Corporation, Its Manager**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**THE WATER WORKS AND SEWER BOARD  
OF THE CITY OF BIRMINGHAM, as agent for  
THE CITY OF BIRMINGHAM**

By: Anthony J. Baine  
ITS CHAIRMAN

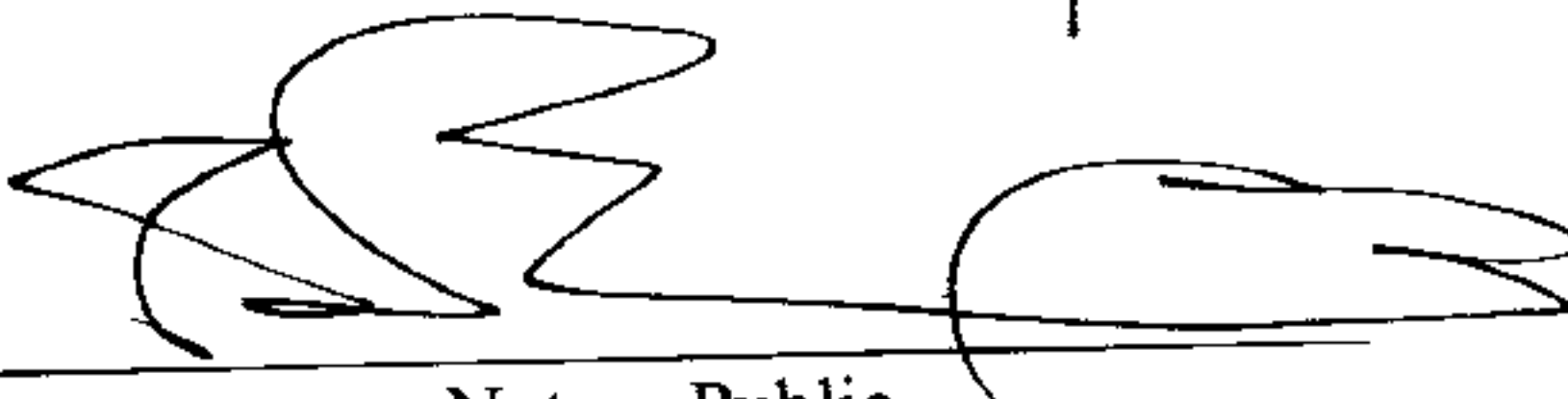
ATTEST:

Walter A. Cull AIA  
ITS: SECRETARY-TREASURER

**STATE OF ALABAMA)  
JEFFERSON COUNTY)**

I, the undersigned authority, in and for said County in said State, hereby certify that Donald K. Lloyd, whose name as Sr. Vice President, of Daniel Realty Corporation, manager of Greystone Development Company, LLC, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as the manager of said Greystone Development Company, LLC.

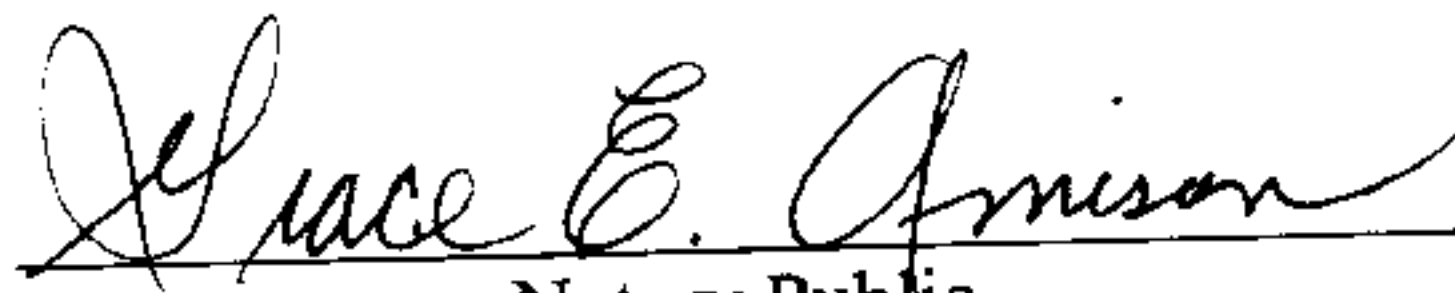
GIVEN under my hand and official seal on this the 26th day of May,  
2000.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 9/30/01

**STATE OF ALABAMA)  
JEFFERSON COUNTY)**

I, the undersigned authority, in and for said County in said State, hereby certify that Anthony L. Barnes, whose name as Chairman of The Water Works and Sewer Board of the City of Birmingham, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal on this the 18th day of May,  
2000.

  
\_\_\_\_\_  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: May 31, 2002.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

**This instrument prepared by:**

**Gorham & Waldrep, P.C.  
2101 6<sup>th</sup> Avenue North, Suite 700  
Birmingham, Alabama 35203**

## EXHIBIT A

### Legal Description

#### **Parcel I:**

A parcel of land situated in the Southeast quarter of Section 21, and the Southwest quarter of Section 22, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 1" crimped iron locally accepted to be the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 22; thence run South along the West line of said quarter-quarter section for a distance of 412.97 feet to an iron pin set; thence turn an angle to the left of 81 degrees, 11 minutes, 40 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 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 the Southwest quarter of said Section 22; thence turn an angle to the left of 88 degrees, 42 minutes, 44 seconds and run in a Easterly direction along the South line of said quarter section for a distance of 1,387.73 feet to a 1" crimp iron found at the Southeast corner of said quarter section; thence turn an angle to the left of 89 degrees, 13 minutes, 33 seconds and run in a Northerly direction along the East line of said quarter section for a distance of 2,667.33 feet to a 5/8" rebar found at the Northeast corner of said quarter section; thence turn an angle to the left of 90 degrees, 41 minutes, 29 seconds and run in a Westerly direction along the North line of said quarter section for a distance of 899.83 feet to a point on a curve to the left, having a central angle of 12 degrees, 15 minutes, 00 seconds and a radius of 855.28 feet, said point being on the Southeast right-of-way line of Saddle Creek Trail, a private road in Saddle Creek Farms, as recorded in Map Book 14 on Page 4 & 5 in the Office of Judge of Probate, Shelby County, Alabama; thence run in a Southeasterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance of 182.86 feet to a point; thence run tangent to last stated curve in a Southwesterly direction along said Southeast right-of-way line for a distance of 136.33 feet to a point on a curve to the right, having a central angle of 12 degrees, 16 minutes, 18 seconds and a radius of 509.54 feet; thence run in a Southwesterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance of 109.13 feet to a point; thence run tangent to last stated curve in a Southwesterly direction along said Southeast right-of-way line for a distance of 427.50 feet to a point on a curve to the left, having a central angle of 46 degrees, 45 minutes, 00 seconds and a radius of 270.77 feet; thence run in a Southwesterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance of 220.93 feet to a point; thence run tangent to last stated course in a Southwesterly direction along said Southeast right-of-way line

for a distance 120.00 feet to a point on a curve to the right, having a central angle of 32 degrees, 30 minutes, 00 seconds and a radius of 364.51 feet; thence run in a Southwesterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance 206.76 feet to a point; thence run tangent to last stated curve in a Southwesterly direction along said Southeast right-of-way line for a distance of 110.00 feet to a point on a curve to the left, having a central angle of 34 degrees, 29 minutes, 30 seconds and a radius of 400.86 feet; thence run in a Southwesterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance of 241.31 feet to a point; thence run tangent to last stated curve in a Southwesterly direction along said Southeast right-of-way line for a distance of 361.44 feet to a point on a curve to the right, having a central angle of 15 degrees, 00 minutes, 00 seconds and a radius of 1,843.48 feet; thence run in a Southwesterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance of 482.62 feet to a point; thence run tangent to last stated curve in a Southwesterly direction along said Southeast right-of-way line for a distance 313.69 feet to a point on a curve to the right, having a central angle of 68 degrees, 17 minutes, 04 seconds and a radius of 339.43 feet; thence run in a Southwesterly to Northwesterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance 404.53 feet to a point; said point being on the intersection of said southeast right of way line and the southeast right of way line of a Shelby County Road; thence turn an angle to the left from the chord of last stated curve of 94 degrees, 15 minutes, 50 seconds and run in a southwesterly direction along said southeast right of way line for a distance of 20.98 feet to centerline of a creek; thence turn an angle to the left of 38 degrees, 14 minutes 04 seconds and run in a southeasterly direction along the centerline of said creek for a distance of 84.51 feet to a point on the south line of the Northeast quarter of the Southeast quarter of said Section 21; thence turn angle to the left of 47 degrees, 40 minutes, 56 seconds and run in an easterly direction along the south line for a distance of 1029.43 feet to the point of beginning. Said parcel containing 135.98 acres, more or less.

**Parcel II:**

**Parcel II-A:**

The NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 14, Township 18 South, Range 1 West, Shelby County, Alabama.

**Parcel II-B:**

That part of the West  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of Section 14, Township 18 South, Range 1 West, Jefferson County, Alabama, described as follows:  
Commence at the NE corner of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 14, Township 18 South, Range 1 West, thence from said corner run south along the East line of said NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$ , 2 deg. 40 min. East for a distance of 960 feet for a point of beginning; thence from said point of beginning on the East line of said NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$ , run South 74 deg. West for a distance of 129 feet; thence South 59 deg. West for a distance of 86 feet; thence South 40 deg. 30 min. West for a distance of 104 feet; thence South 33 deg. 30 min. West a distance of 1880 feet, more or less, to the SW corner of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 14, Township 18 South, Range 1 West; thence North 87 deg. 30 min. East along the South line of said SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  a distance of 1320 feet to the SE corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section; thence North along the East line of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  a distance of 1680 feet to the point of beginning; being situated in Jefferson County, Alabama.

**Parcel III:**

A parcel of land situated in part of the Southwest quarter of the Northeast quarter of Section 22, Township 18 South, Range 1 West and also being a part of Lot 1-E in Saddle Creek Acres as recorded in Map Book 14 on Page 8 in the Office of Judge of Probate, Shelby County, Alabama, being more particularly described as follows:

Begin at a 5/8" rebar locally accepted to be the Southwest corner of said quarter-quarter section; thence run North along the West line of said quarter-quarter section for a distance of 1,333.44 feet to a 5/8" rebar and cap; thence turn an angle to the right of 89 degrees, 22 minutes, 24 seconds and run in a Easterly direction along the North line of said quarter-quarter section for a distance of 1,321.06 feet to a 3/8" rebar found; thence turn an angle to the right of 90 degrees, 28 minutes, 00 seconds and run in a Southerly direction along the East line of said quarter-quarter section for a distance of 923.72 feet to an iron pin set; thence turn an angle to the right of 114 degrees, 26 minutes, 19 seconds and run in a Northwesterly direction for a distance of 380.92 feet to an iron pin set; thence turn an angle to the left of 21 degrees, 36 minutes, 56 seconds and run in a Westerly direction for a distance of 69.01 feet to an iron pin set; thence turn an angle to the right of 25 degrees, 59 minutes, 52 seconds and run in a Northwesterly direction for a distance of 129.02 feet to an iron pin set; thence turn an angle to the left of 83 degrees, 53 minutes, 42 seconds and run in a Southwesterly direction for a distance of 205.10 feet to an iron pin set; thence turn an angle to the right of 11 degrees, 54 minutes, 55 seconds and run in Southwesterly direction for a distance of 139.64 feet to an iron pin set; thence turn an angle to the left of 09 degrees, 01 minutes, 56 seconds and run in Southwesterly direction for a distance of 477.66 feet to an iron pin set on the South line of said quarter-quarter section; thence turn an angle to the right of 51 degrees, 39 minutes, 53 seconds and run in a Westerly direction along the South line of said quarter-quarter section for a distance 283.88 feet to the point of beginning. Said part of the Southwest quarter of the Northeast quarter containing 30.37 acres, more or less.

LESS AND EXCEPT any portion of the above-described real property lying between the westernmost right-of-way of Legacy Drive, a private roadway to be constructed on the above-described property (the final location of which will not be determined until said roadway has been completed), and Lots 1, 2 and 3 according to the Amended May of Saddle Creek Run, as recorded in Map Book 15, Page 22 in the Office of the Judge of Probate of Shelby County, Alabama and Lots 1C and 1D, according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 18 in said Probate Office .

**Parcel IV:**

A parcel of land situated in the Southeast quarter of the Southeast quarter of Section 21, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 1" crimped iron locally accepted to be the Northeast corner of said quarter-quarter section; thence run South along the East line of said quarter-quarter section for a distance of 130.64 feet to a point ; thence turn an angle to the right of 69 degrees, 49 minutes, 25 seconds and run in a Southwesterly direction for a distance of 360.63 feet to a point; thence turn an angle to the left of 18 degrees, 38 minutes, 54 seconds and run in a Southwesterly direction for a distance of 340.42 feet to a point on a curve to the left, having a central angle of 42 degrees, 24 minutes, 46 seconds and a radius of 348.30 feet; thence turn an angle to the left to the chord of said curve of 140

degrees, 08 minutes, 43 seconds and run in a Southeasterly to Northeasterly direction along the arc of said curve for a distance of 257.83 feet to a point; thence run tangent to last stated curve in a Northeasterly direction for a distance of 374.77 feet to a point on the East line of said quarter-quarter section; thence turn an angle to the right of 110 degrees, 10 minutes, 35 seconds and run in a Southerly direction along the East line of said quarter-quarter section for a distance of 63.92 feet to a point; thence turn an angle to the right of 69 degrees, 49 minutes, 25 seconds and run in a Southwesterly direction for a distance of 352.73 feet to a point on a curve to the right, having a central angle of 61 degrees, 42 minutes, 56 seconds and a radius of 408.30 feet; thence run in a Southwesterly to Northwesterly direction along the arc of said curve for a distance of 439.79 feet to a point; thence turn an angle to the left from the tangent of last stated curve of 90 degrees, 00 minutes, 00 seconds and run in a Southwesterly direction for a distance of 20.00 feet to a point on a curve to the right, having a central angle of 37 degrees, 45 minutes, 17 seconds and a radius of 428.30 feet; thence turn an angle to the right to the tangent of said curve of 90 degrees, 00 minutes, 00 seconds and run in a Northwesterly direction along the arc of said curve for a distance of 282.22 feet to a point on a reverse curve to the left, having a central angle of 35 degrees, 47 minutes, 49 seconds and a radius of 395.42 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 247.05 feet to a point on the North line of said quarter-quarter section; thence turn an angle to the right from the chord of last stated curve of 117 degrees, 54 minutes, 35 seconds and run in an Easterly direction along the North line of said quarter-quarter section for a distance of 1,009.19 feet to the point of beginning. Said parcel containing 7.59 acres, more or less.

#### **Parcel V:**

A parcel of land situated in Sections 14, 15, 22, and 23, Township 18 South, Range 1 West Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron pipe marking the Northeast corner of Section 22, Township 18 South, Range 1 West; Run thence South 88 degrees 57 minutes 05 seconds West along the North line of said Section 22 for 1318.81 feet to the Point of Beginning; Run thence South 0 degrees 34 minutes 32 seconds East along the West line of the East half of the Northeast Quarter of said Section 22 for 2665.12 feet; Run North 88 degrees 52 minutes 07 seconds East along the South line of the East half of the Northeast Quarter of said Section 22 for 1324.55 feet to the East line of said Section 22; Run thence South 0 degrees 40 minutes 07 seconds East along the East line of said Section 22 for 1331.29 feet to the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 23, Township 18 South, Range 1 West; Run thence North 32 degrees 47 minutes 48 seconds East for 4795.81 feet to the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 14, Township 18 South, Range 1 West; Run thence North 30 degrees 58 minutes 42 seconds East for 2549.52 feet; Run thence North for 500.00 feet to the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 14; Run thence South 89 degrees 11 minutes 31 seconds West along the North line of the South half of said Section 14 for 2654.14 feet; Run thence South 0 degrees 24 minutes 10 seconds East for 1333.55 feet; Run thence South 89 degrees 11 minutes 37 seconds West for 1324.95 feet to the West line of said Section 14; Run thence North 0 degrees 29 minutes 15 seconds West along the West line of said Section 14 for 1333.50 feet to the Northeast corner of the East half of the Southeast Quarter of Section 15, Township 18 South, Range 1 West; Run thence South 88 degrees 47 minutes 40 seconds West along the North line of the said East half of the Southeast Quarter for 1321.78 feet; Run thence South 0 degrees 33 minutes 01 second East along the West line of the said East half of the Southeast Quarter for 2663.35 feet to the Point of Beginning.

Said land being in Sections 14, 15, 22, and 23, Township 18 South, Range 1 West of the Huntsville Principle Meridian, Shelby County, Alabama and containing 452.7 acres.

LESS AND EXCEPT a parcel of land situated in the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 15, Township 18 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the SE corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  section and run thence West (assumed) along the south line thereof 659.60 feet to the point of beginning of the property herein described; thence continue along the last described course 659.32 feet; thence run North 00 degrees 30 minutes 20 seconds East 554.10 feet; thence run North 89 degrees 58 minutes 20 seconds East 384.71 feet; thence run South 25 degrees 57 minutes 00 seconds East 616.36 feet to the point of beginning.

LESS AND EXCEPT A parcel of land situated in the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 22, Township 18 South, Range 1 West, Shelby County, Alabama being more particularly described as follows: Begin at an iron pin found at Lot 1-D of Saddle Creek Acres as recorded in Map Book 14 on Page 8 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn in a Northerly direction along the East line of said Lot 1-D for a distance of 666.53 feet to a found 3' capped iron at the NE corner of said Lot 1-D; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Easterly direction for a distance of 50.00 feet to an iron pin set; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Southerly direction parallel of the East line of said Lot 1-D for a distance of 666.53 feet to an iron pin set; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Westerly direction for a distance of 50.00 feet to the point of beginning; Said parcel of land containing 33,327 square feet, more or less.

**Parcel VI:**

All of Developer's easement rights in and to a strip of land situated in Section 21, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast Corner of the Southeast  $\frac{1}{4}$  of said Section 21, Township 18 South, Range 1 West, Shelby County, Alabama and run in a Southwesterly direction along the Northwest Property Line of a parcel of land described in Deed Book 222, Page 701, and a parcel of land described in Instrument No. 1992-26440, as recorded in the Office of the Judge of Probate in Shelby County, Alabama, and said line being the Southeasterly diagonal of the Northwest  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of said Southeast  $\frac{1}{4}$  of Section 21, a distance of 1,639.60 feet to the POINT OF BEGINNING of the centerline of said Right-of-Way, said right-of-way being 70 feet in width and lying 35.00 feet on either side of the following described line:

From said Point of Beginning, turn 84°42'20" to the right in a Northwesterly direction a distance 0.43 feet to the P.C. (point of Curve) of a curve to the left having a radius of 630.00 feet and a central angle of 13°54'29"; thence in a Northwesterly direction along the arc of said curve and along said centerline a distance of 152.93 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Northwesterly direction along said centerline a distance of 188.36 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 400.00 feet and a central angle of 35°23'43"; thence in a Northwesterly direction along the arc of said curve and along said centerline in a distance of 247.11 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Northwesterly direction along said centerline a distance of 491.86 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 400.00 feet and a central angle of 10°44'27"; thence in a Northwesterly direction along the arc of said curve and along said centerline a distance of 74.99

feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Northwesternly direction along said centerline a distance of 99.85 feet to the P.C. (point of Curve) of a curve to the left having a radius of 400.00 feet and a central angle of  $48^{\circ}28'38''$ ; thence in a Northwesternly and Westerly direction along the arc of said curve and along said centerline a distance of 338.44 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Westerly direction a distance of 292.74 feet to the P.C. (point of Curve) of a curve to the right having a radius of 400.00 feet and a central angle of  $50^{\circ}02'23''$ ; thence in a Northwesternly direction along the arc of said curve and along said centerline a distance of 349.34 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Northwesternly direction a distance of 162.80 feet to a point. At this point, the right-of-way becomes variable in width, and is more particularly described as follows:

From the point thus established as being the POINT OF BEGINNING of said Variable Right-of-Way; turn  $90^{\circ}00'00''$  to the right in a Northeasterly direction a distance of 35.00 feet; thence  $79^{\circ}55'45''$  to the left in a Northwesternly direction a distance of 176.87 feet to a point; thence  $29^{\circ}57'07''$  to the left in a Northwesternly direction a distance of 242.09 feet to the P.C. (point of Curve) of a curve to the right having a radius of 50.00 feet and a central angle of  $92^{\circ}03'34''$ ; thence in a Northwesternly, Northerly and Northeasterly direction along the arc of said curve a distance of 80.34 feet to the P.T. (Point of Tangent) of said curve, said point being located on the Southeasterly Right-of-Way Line of Alabama Highway No. 119 (Cahaba Valley Road), and said right-of-way lying 40.00 feet Southeast of the present centerline of said road; thence  $180^{\circ}00'00''$  to the left (Angle of Measured To Tangent) in a Southwesterly direction along said Right-of-Way line a distance of 220.14 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 50.00 feet and a central angle of  $87^{\circ}56'26''$ ; thence  $180^{\circ}00'00''$  to the left to become tangent to said curve and run in a Northeasterly, Easterly and Southeasterly direction a distance of 76.74 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southeasterly direction a distance of 250.00 feet; thence  $14^{\circ}46'23''$  to the right in a Southeasterly direction a distance of 133.87 feet; thence  $84^{\circ}53'31''$  to the left in a Northeasterly direction a distance of 35.00 feet to the Point of Beginning.

Less and Except any portion of the foregoing described property situated within the right-of-way of Alabama State Highway 119.

Together with any other easement rights or interests granted to Developer by the City under that certain Easement Agreement executed contemporaneously herewith by Developer and the City and recorded contemporaneously herewith in the Office of the Judge of Probate of Shelby County, Alabama.

NOTE: Portions of the real property described in Exhibit A have been transferred, sold and conveyed by Developer to third party purchasers and are no longer owned by Developer. However, attached to this Declaration are Consents of Owners to the terms and provisions of this Declaration.

EXHIBIT B

**GREYSTONE**

**a Daniel Development**

**EROSION, SEDIMENT AND POLLUTION CONTROL REQUIREMENTS**

**ADDENDUM FOR GREYSTONE II**

**Prepared By**

**WALTER SCHOEL ENGINEERING CO., INC.**

**December 14, 1998**

# GREYSTONE - EROSION, SEDIMENT AND POLLUTION CONTROL REQUIREMENTS

## ADDENDUM FOR GREYSTONE II

### **Introduction**

The proposed Greystone II development is 650 (approx.) acre primarily residential development that is an expansion of the existing Greystone development to the north and east.

The site, at the present, is primarily woods and pasture with slopes ranging from 5% to 30%. The site is bounded roughly by Oak Mountain on the south and Oak Ridge on the north. The site lies wholly within the drainage basin of Lake Purdy. Lake Purdy is located near the lower end of the Little Cahaba River, which flows into the Cahaba River upstream from the low-head dam adjacent to U.S. Highway 280. This dam keeps the water level in the Cahaba up sufficiently so that the Birmingham Water Works and Sewer Board's pumping station can operate (this station is located approximately 2 miles upstream on the Cahaba River). Thus, in dry periods, Lake Purdy provides supplemental flow to the Cahaba River and is an important source of drinking water for the Birmingham area.

Due to the fact that Lake Purdy is an important source of drinking water, and that Lake Purdy and the surrounding area possess scenic beauty and supports a wide range of wildlife, erosion and sediment control concerns and water quality concerns are of the utmost importance to the planning, engineering and construction of the development.

The developers of Greystone, Daniel Corporation, realizing the importance of protecting Lake Purdy, maintaining the quality of the environment in the area, and protecting adjacent properties, have agreed to adopt certain restrictions, both in planning and in the engineering design and construction of the development, in order to meet these ends. These restrictions, in the form of planning, engineering, and construction criteria, will present a methodology and infrastructure outline to eliminate, to the extent possible, the adverse effects of the development of the Greystone II site that may arise from stormwater runoff.

### **Site Development Characteristics**

The current Master Plan for Greystone II calls for the development of the approximately 650 acres to be spread over a time period of around 10 years. Of this 650 acres, approximately 200 acres is to be left in its natural state or developed as parkland or greenbelt. Approximately 185 acres will be developed as a golf course. The remainder will be developed as residential.

## Site Description

The Greystone site is divided into two broad categories based on physical characteristics. The first is the steep, somewhat rocky slopes of Oak Mountain (and to a lesser degree, Oak Ridge). These slopes may average 35% to 45%, and make the development of this area difficult. Only a very low density type of development, such as large estate lots is feasible on such terrain. The second is the relatively flat or rolling topography of the lower portions of the site, in particular the valley between Oak Mountain and Oak Ridge. These lower areas are well suited to residential development and will provide an excellent setting for a golf course.

The Greystone II site is well drained, with numerous small creeks conveying the runoff down from Oak Mountain. The existing tree cover on wooded areas of the site is primarily hardwood. Certain areas of the site are currently in pasture with isolated mature trees.

The erosion, sediment control and pollution control scheme for the Greystone II Development is keyed to the Stormwater Management Plan. This plan is a preliminary exhibit, that illustrates the currently planned major erosion control devices, and currently conceived land use plan. This plan may change during the course of the development cycle of the Greystone II Development. The erosion, sediment control and pollution performance of the system will be maintained through adherence to the methodology and requirements herein presented.

## Erosion Control and Water Quality Restrictions

The following areas are addressed:

- 1) Allowable Land Uses
- 2) Development Adjacent to Tributaries
- 3) Protection of Lakes Within Development
- 4) Storm Drainage - Permanent Control
- 5) Construction Site Erosion and Sediment Control Requirements
- 6) Plans Required
- 7) Maintenance of Ponds and Lakes

### 1) Allowable and Prohibited Land Uses

The Greystone II development is zoned as Planned Mixed Use Development (PMUD), and only uses allowed by the approved zoning will be permitted within the development. The uses currently contemplated include a golf course and associated facilities, low density residential, and medium density residential.

### 2) Development Adjacent to Tributaries

As previously discussed, the Greystone II area is all within the Lake Purdy watershed. Two primary streams drain the site, the north prong of Cox Creek and an unnamed tributary of Shephard Branch. These streams are fed by tributaries flowing from several lakes or ponds within the area.

Development in the area of these streams shall meet the following requirements.

Modifications to the existing stream channels will be minimized.

Stream crossing will be minimized, where stream crossings are required.

Disturbance within 25 feet of the stream channel should be kept to a minimum.

Furthermore, all of the requirements of Construction Site Erosion and Sediment Control Requirements must be satisfied.

### 3) Protection of Lakes Within Development

While construction is in progress within the drainage basin of a lake, a forebay, or small sediment trapping area, shall be constructed at the upper end of the lake, if topographic conditions allow. These forebays shall be inspected and cleaned out as outlined in Item No. 7. Upon completion of construction within the basin, the forebay may be removed.

### 4) Storm Drainage - Permanent Controls

#### Basins Without Outfall Controls

(An outfall control device is defined as a device such as a pond or lake that is located at the outfall of a drainage basin or sub-basin. These devices typically treat runoff by physical processes such as sedimentation or filtration.)

## **Single Family Residential**

### **General**

The following BMPs address general drainage guidelines to reduce pollution from residential areas.

The layout of the lots and streets shall stress using the existing natural drainage system to the extent possible.

Existing drainage swales should be located along back lot lines where possible. Additional drainage swales that may be required should be grassed to promote infiltration and eliminate erosion. Swales requiring grass stabilization shall be either sodded or seeded. Erosion control matting suitable for the anticipated flow volumes and velocities shall be installed as required in seeded swales.

The underground drainage system of residential streets shall be discharged into existing natural swales at the earliest possible point. The pipe outfalls should be designed to prevent erosion at these locations.

If a drainage way must be improved in order to function without eroding, it shall be stabilized with grass or other vegetative cover to promote infiltration and filtration.

### **Individual Residential Lots**

Individual residential lots shall be required to employ BMPs to control stormwater runoff and the following water quality control BMPs:

Roof drains shall discharge onto pervious surfaces where practical.

Drives and walks shall drain onto pervious surfaces to the extent possible. This typically entails crowning the drive such that it will drain onto adjacent grassed areas.

### **Basins With Outfall Controls**

#### **Single Family Residential**

The same practices are required as given in section above on single family residential.

## 5) Construction Site Erosion Control Requirements

### General

The following requirements shall apply to each individual phase of commercial or multi-family residential development. The requirements shall be enforced during the site-work construction period of each phase of such development.

During construction, the contractor shall employ erosion and sediment control Best Management Practices (BMPs). Erosion and sediment control BMPs shall include silt fences, rip-rap and vegetative filter berms, hay bales, on-site sediment ponds, mulching of disturbed areas, and other measures. Additional BMPs shall be employed as given in Best Management Practices for Controlling Sediment and Erosion from Construction Activities, (BRPC, 1980, available from the Engineer), the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas, or other appropriate references. Plans submitted must also meet any further requirements as set forth in the applicable code and any additional requirements as detailed in this document.

In all phases of development, the erosion and sediment control plan as provided by the Engineer (as adjusted to address field conditions) shall be considered a minimum level of protection. This plan shall be implemented by the contractor as shown in the Construction Documents. Any deletions or major changes to the plan must be approved by the Engineer. Additional measures shall be employed as construction progresses and as site conditions warrant.

### Waste and Material Storage

All waste and unused building materials shall be transported and disposed of in a licensed solid waste or waste water facility. No wastes or unused building materials shall be disposed of or buried on-site, or discharged into receiving waters or into the storm sewer system. No construction materials shall be burned on site.

All waste fluids from construction equipment such as oil, hydraulic fluid, etc., must be disposed of off-site in a licensed waste disposal facility.

All soil piles to be left in place for more than 14 days shall be protected by seeding and /or placing straw bales or filter fencing around them. Such piles shall be located as far as possible from storm drainage inlets or impervious areas.

### Tracking

Each site shall have graveled access drives in the areas where unpaved roads intersect with paved roads that may be subject to construction traffic. This will typically entail graveled the last 50 feet or so of the roadway. This requirement is put forward to limit the tracking of sediment into private roadways, or roadways that may contain storm drainage inlets.

All washing of vehicles shall be performed within the site. This washing should be performed in an area as far away from impervious surfaces containing storm drainage, and as far away from existing or proposed drainage ways as is possible.

#### Drain Inlet Protection

All storm sewer inlets in disturbed areas or in other areas subject to potential inflow of sediment shall be protected with hay bales, rip-rap, or other suitable means of inlet protection. Protection of inlets along traveled roadways shall be installed such that hazardous conditions are not created.

#### On-Site Erosion Control Measures

Channelized runoff from adjacent areas passing through the site shall be diverted around disturbed areas, where practical. Likewise, sheet flow drainage shall be diverted around disturbed areas where practical.

All construction activities on the site shall be scheduled in a logical sequence to minimize the amount of disturbed area at any one given time.

All disturbed ground left inactive for more than 14 days shall be stabilized by seeding, mulching, or other BMPs.

#### Additional Measures for Basins Without an Outfall Control Device

At sites with more than 10 acres disturbed at one time, one or more wet detention basins shall be constructed to receive runoff from disturbed areas of the site. These ponds shall be designed in accordance with accepted design specifications. The outlet structures of these ponds shall be constructed to minimize erosion at the discharge point.

At sites with less than 10 acres disturbed, filter fences, straw bales, or other equivalent BMPs shall be placed along all sideslope and downslope areas below disturbed areas. Channels, ditches or other area of concentrated flow shall have installed ditch checks, vegetative filters, or other acceptable BMPs, to trap sediment in this runoff. Such channels shall be protected from sheet flow from disturbed areas by silt fencing, straw bales, or other equivalent measures.

## Single Family Residential Subdivisions

### **General**

Construction shall be planned and executed in such a manner as to minimize the amount of area disturbed at any one time. Disturbed areas left inactive for more than 21 days shall be stabilized by grassing or mulching. Soil piles shall be placed as far away from impervious areas as possible, and stabilized by covering or seeding if to be left in place for more than 21 days.

Construction site BMPs shall be employed during the construction of the roads within residential developments. Where construction is adjacent to lakes or streams within the development, additional measures shall be employed as required to limit sheetflow from disturbed areas into the lake or stream.

Drain Inlets within or adjacent to disturbed areas or construction shall be protected with hay bales or other BMPs, so that they do not create a hazard to motorists.

Silt fences and other erosion and sediment control devices shall be inspected at least monthly, and after all significant (0.5 inches or more in 6 hours) rains, and replaced or repaired if necessary.

### **Individual Residential Lots**

As the residential areas of the Development are included in an overall, comprehensive plan for erosion and sediment control, individual residential lots are excluded from the specific requirements of the construction site erosion and sediment control requirements. However, Individual residential lots shall be required to install certain erosion and sediment control measures. These include:

- 1) All off-site water shall be routed around areas to be disturbed or graded.
- 2) Silt fences and/or hay bales are required on the downstream side of all disturbed or graded areas.
- 3) All disturbed areas shall be stabilized by mulching, seeding, or sodding as soon as practicable.
- 4) Soil piles shall be located as far as practicable from stormwater inlets. Such piles shall be seeded or covered if to be left in place for more than 14 days.
- 5) Other Best Management Practices as put forth in Best Management Practices for Controlling Erosion from Construction Activities as adopted by the Birmingham Regional Planning Commission, August, 1980, and the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas shall be employed as site conditions warrant.

- 6) The main construction access drive to each residential lot shall be graveled to reduce tracking.
- 7) All unused or waste construction materials must be taken to designated storage areas within the site. These materials will be ultimately disposed of in a licensed waste disposal site. No construction material shall be burned on site.

#### Golf Course Areas

While construction is in progress on the Golf Course, erosion and sediment control BMPs shall be employed as put forth in **Best Management Practices for Controlling Erosion from Construction Activities** as adopted by the Birmingham Regional Planning Commission, August, 1980, and the **Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas**. Activities shall also meet the applicable regulations of the City of Hoover, Alabama. Construction shall be planned and executed in such a manner as to minimize the amount of area disturbed at any one time.

#### Plans Required

Erosion and sediment control plans shall be required for the clearing phase and for the mass grading and shaping phase of construction. These plans shall show in detail the source area controls such as hay bales, silt fences, etc., as well as major outfall controls such as lakes and ponds, that are a component of the overall stormwater management scheme for the project. The plans shall be modified and updated, as required, as the construction proceeds. Erosion and sediment control site visits and reports shall be made on a bi-weekly basis, or after significant rainfall events (0.5 inches or more in 6 hours) whichever is more frequent.

#### Maintenance

Erosion and sediment control measures shall be inspected bi-weekly at a minimum, and after every significant rainfall event (0.5 inches or more in 6 hours). Minor erosion and sediment control measures such as silt fences, hay bales, etc., shall be inspected and maintenance provided as required. Such maintenance may include the replacement of the device or the cleaning out and disposal of trapped sediment. Such trapped sediment should be wasted in a manner such that the sediment cannot be washed into adjacent waterways.

Major stormwater management measures such as rip-rap filter checks, pond forebays, and sediment ponds shall be inspected monthly during the clearing and grading phase of golf course construction. When rip-rap filter checks and pond forebays become 50 percent full of sediment, they shall be cleaned out. If a pond or lake shows a significant loss of function due to sediment build-up, it should be cleaned out and the sediment disposed of in a manner as described above. A pond will require sediment removal when, in the opinion of the Civil Engineer, accumulated sediment in the pond or lake is becoming resuspended by pond inflow thus affecting the function of the device.

## 6) Plans Required

Construction plans for each phase of residential development, or other development within the Greystone II development shall include a drainage plan and erosion and sediment control plan. These plans shall meet the minimum standards required by the City of Hoover. In addition, the plans must meet the additional requirements as detailed in this document. These plans should show in fine detail the placement of "active" erosion and sediment control devices such as silt fences, etc., and contain, within the technical specifications, the specific requirements as put forth in this document concerning erosion, sediment and pollution control. The plans must include a schedule of implementation that indicates at what state of construction certain erosion and sediment control measures must be implemented.

Owners must demonstrate compliance with applicable County or Municipal storm sewer requirements (including payment of fees), and adequate provision for solid waste disposal.

## 7) Maintenance of Lakes and Ponds

While significant construction is in progress within a basin that is served by an outfall control device such as a lake or pond, the pond or lake forebay that is subject to sedimentation shall be inspected on a monthly basis. When a forebay becomes half full (50%) of sediment it shall be cleaned out.

The pond or lake forebay shall receive a final inspection upon completion of the construction within the basin, and shall be cleaned out if required.

All lakes and permanent ponds within the development shall be inspected on a yearly basis to ascertain the condition of the spillways, etc., and to evaluate sediment build-up. Should this inspection find a lake or pond in need of repair or cleanout, these repairs and/or cleanout will be made promptly.

## Technical Report

The Greystone II development is a residential and golf development of approximately 700 acres that lies in the valley bounded by Oak Mountain to the south and east and Oak Ridge to the north and west. Greystone II lies north of and abuts the original Greystone. The development and its surroundings drain generally into two major sub-basins, which both ultimately drain into Lake Purdy. The south (roughly) one-half of Greystone II drains into the North Prong of Cox Creek. The North Prong and South Prong of Cox Creek join at the southwesterly corner of the proposed development, where it then flows through the gap in Oak Ridge and on into Lake Purdy. The north one-half of Greystone II flows northward into Shephard Branch, which likewise flows through a gap in Oak ridge and on into Lake Purdy.

The Greystone II development is an area that is generally known as Saddle Creek. The Saddle Creek area is already developed into estates and pasture. The remaining portions of the Greystone II site are wooded, including the slopes of Oak Mountain and Oak Ridge.

## Soils

The Predominant soils in the Greystone II area include the following;

|     |                      |                                         |
|-----|----------------------|-----------------------------------------|
| NMS | Nella - Mountainburg | Primarily on the slopes of Oak Mountain |
| NcE | Naurvoo - Sunlight   | On the lower slopes of Oak Mountain     |
| ToE | Townley              | Located primarily in the valley floor   |
| BmF | Bodine - Minvale     | Located on the slopes of Oak Ridge      |

## Basin Morphology

### Basin A (North prong of Cox Creek)

|                       |                                                                                                                                                                       |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Basin A1<br>111.7 ac. | This sub-basin is composed of off-site areas and some proposed residential. The sub-basin drains into a small pond located off-site.                                  |
| Basin A2<br>186.7 ac. | This sub-basin drains to the Shephard Branch and up to the top of the Oak Mountain divide. The basin drains into an existing lake that is located within the project. |
| Basin A3<br>165.7 ac. | This sub-basin is located wholly off-site and drains into an existing lake.                                                                                           |
| Basin A4              | Basin A4 is located along the slopes of Oak Ridge and the valley floor below the 134.85 ac. pond at the terminus of basin A1.                                         |

Basin A5  
149.2 ac.

Basin A5 is located at the southern end of Greystone II and drains primarily from The original Greystone. Much of the basin is already developed. The basin drains into an existing lake off project grounds.

Basin A6  
155.7 ac.

This sub-basin is located below basins A1-A5, and is situated primarily in the valley floor. A new 3+- acre pond will be constructed at the terminus of the basin immediately upstream of the confluence of the North Prong of Cox Creek with the South Prong.

Basin B

(Shepherd Branch)

Basin B1  
69.9 ac.

This sub-basin is a relatively small basin that drains the slopes of Oak Mountain. The basin will drain into a temporary sediment pond

Basin B2  
17.4 ac.

Basin B2 is a small basin that drains via a drainage swale across the northern boundary of the site. A rip-rap filter check will be the stormwater control for this small basin.

Basin B3  
95.6 acres)

This sub-basin drains the slopes of Oak Mountain. The sub-basin drains into an existing pond that is located within the project. The outflow from the existing lake will flow on into two lakes in series that also lie below basin B4.

Basin B4  
186.6 acres

Basin B4 drains from the slopes of Oak Mountain down into the valley floor. Basin B4 will drain into a two lakes in series that will serve as stormwater controls.

Basin B5  
45.3 ac.

Basin B5 drains the slopes of Oak Ridge. This basin will flow into the lower of the two lakes in series that lie below basins B3 and B4.

EXHIBIT C

## **GREYSTONE II**

### **WATER QUALITY MONITORING SYSTEM**

### **STANDARD OPERATING PROCEDURE**

**January 3, 2000**

**GREYSTONE II**

**WATER QUALITY MONITORING SYSTEM**

**STANDARD OPERATING PROCEDURE**

**January 3, 2000**

**GREYSTONE II - WATER QUALITY MONITORING SYSTEM**  
**Standard Operating Procedure**

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## **1.0 SCOPE AND APPLICABILITY**

A Water Quality Monitoring System is being installed for the purpose of identifying trends in stormwater quality and monitoring for compliance, as applicable, with stormwater quality criteria established by federal, state, or local stormwater regulating government agencies.

As part of the Water Quality Monitoring System, data collection of water quality parameters will be carried out at two tributaries flowing into Lake Purdy. The monitoring locations will be as follows:

Monitoring Location No. 1 - North Prong of Cox Creek on the upstream side of Legacy Drive.

Monitoring Location No. 2 - Un-named tributary of Shepard Branch below Greystone II's Lake 12A.

At each of these locations, data sondes will be installed to collect data in 15 minute intervals. Future data transfer via the City of Birmingham Water Works and Sewer Board's (BWWSB) SCADA system will be evaluated. The data sondes will be YSI 6920 Data Sondes or equal devices. The parameters which will be monitored will be as follows:

- Conductivity
- Turbidity
- pH
- Nitrate
- Ammonium/Ammonia
- Temperature

This Standard Operating procedure (S. O. P.) describes the procedure to be followed in installing the equipment, and operating and maintaining the equipment. This S. O. P. also addresses calibration of the data sonde parameters, downloading the recorded data and managing the data. QA/QC requirements are also described.

This S. O. P. does not provide detailed instructions on how to program, initiate, and troubleshoot the data sonde equipment, since these aspects will vary due to changes in the field operating conditions. Field personnel responsible for installing, operating and maintaining the data sondes must therefore make reference to the relevant equipment user manuals. Furthermore, this S. O. P. does not provide detailed instructions for confined space installations. Based on preliminary site selection, no confined space access is required for this study.

## **2.0 EQUIPMENT AND MATERIALS**

The following equipment and materials will be provided:

- Data sondes and associated materials such as batteries, software and downloading cables.
- Calibration Fluids
- QA/QC Checklists
- Tools, hardware, and other materials needed for securing the equipment at the installation site.

### **3.0 PROCEDURES**

#### **3.1 Data Sonde Installation**

##### **3.1.1 General**

The manufacturer's instructions and recommendations should be followed. Refer to equipment manuals provided with the data sondes.

##### **3.1.2 Installation of data sonde enclosure**

At the designated monitoring locations, the data sondes should be placed in a protected enclosure of suitable material (6" PVC or ductile iron pipe) with openings to allow water to flow freely over the probes. The enclosure should be oriented to allow the probes to be submerged during low flows. Suitable strapping, chains, cable, or other methods may be used to secure the data sonde enclosure in place. The enclosure should be situated to facilitate routine access to the data sonde in high or low flows.

#### **3.2 Initiating the Data Sonde**

Following the instructions provided in the equipment manuals, the data sonde must be programmed to acquire data at regular time intervals. For this project, the sample time interval will be in 15 minute intervals. The data sonde must be provided with fully charge batteries immediately prior to initiating deployment.

#### **3.3 Maintenance and Downloading of Data Sondes**

In general, manufacturer's instructions and recommendations regarding routine maintenance are to be followed.

The data sondes will be downloaded, cleaned, and recalibrated on a monthly basis. Batteries should be replaced during the monthly maintenance.

An equipment list, basic calibration procedure and the QA/QC Checklist is included in Appendix A.

### **3.3.1 Data Downloading**

The collected data from the sonde should be downloaded before cleaning and calibrations are performed. The data should be reviewed in the field in order to diagnose any problems with the sonde operation.

### **3.3.2 Data Sonde Cleaning and Maintenance**

The probes should be rinsed thoroughly with clean water to remove accumulated sediment and algae. A soft brush may also be used to remove material around the probes. Special care must be taken when cleaning the end of the probes. A small brush provided by the manufacturer must be used when cleaning the inside of the conductivity probe. A non-abrasive tissue such as chem-wipes must be used to clean the end of the probes in order to prevent damage to the surfaces. Inspect each probe for damaged areas that may effect the readings.

### **3.3.3 Data Sonde Calibration**

Calibrations should be performed for each probe once the downloading and cleaning has been performed. Calibration standards should be used for each probe for calibration.

### **3.4 Field Documentation**

Records of each calibration should be recorded on the QA/QC checklist in order to determine data shifts due to drifting of the probe readings.

Any damage to the probes on the sonde should be recorded along with the estimated date and time the damage occurred. (Refer to the downloaded data and examine for irregular readings)

### **3.5 Distribution of Data**

Downloaded data, field QA/QC Checklists, and copies of the log books should be submitted to the BWWSB and Walter Schoel Engineering Company.

## **4.0 HEALTH AND SAFETY**

### **4.1 Health of Personnel**

Before embarking on any data sonde maintenance activities, field personnel, if necessary, shall acquire adequate protection against risk of exposure to contaminants and possible infectious diseases.

## **5.0 PERSONNEL**

### **5.1 Field Sampling Personnel**

The field personnel responsible for installing and operating the data sondes should be technical personnel with experience in installing, operating and maintaining the equipment to be used.

### **5.2 Quality Assurance Personnel**

Quality assurance reviews and auditing requirements (described below) will be the responsibility of the field sampling personnel. These personnel must have experience in water sampling and environmental monitoring programs, and be familiar with data sonde maintenance, calibration, and record keeping requirements.

## **6.0 QUALITY ASSURANCE AND CONTROL (QA/QC)**

### **6.1 Data Management and Records Management**

Field personnel will be responsible for maintaining copies of all QA/QC Checklists.

Field personnel will be responsible for maintaining the field logbook.

Field sampling personnel will be responsible for providing the quality assurance personnel with the above materials after each maintenance period, to allow the QA personnel to carry out QA review and audit.

The QA personnel will also keep copies of all calibration forms and data, and will be responsible for maintaining a record of the results of reviews and audits of the individual maintenance period (see below).

### **6.2 Quality Assurance Audits**

Immediately after completion of a maintenance run, the designated quality-assurance personnel will carry out a review and audit of the maintenance run. This will include

- Review the field log book
- Review copies of the QA/QC Checklists and downloaded data
- Interview with field maintenance personnel

The purpose will be to determine whether or not maintenance operations, calibration, and submission procedures were properly executed.

If this review determines that there were errors or deficiencies in the procedures used, then the quality-assurance personnel will review the matter in detail with the field sampling crew to ensure that any necessary corrective action is taken to ensure that the problems do not recur. The QA personnel will make records of the errors or deficiencies and take any other corrective action that may be appropriate or necessary to avoid errors in data that results from the maintenance run.

# **APPENDIX A**

## **Equipment List**

## **Basic Calibration Procedure**

## **QA/QC Checklist**

# **Data Sonde Maintenance Equipment List**

## **Data Sonde Downloading and Calibration**

Padlock Keys  
Laptop Computer with Eco Watch Software  
Downloading Cable  
AA Batteries (8 for each sonde)  
Calibration Fluids

## **Documentation Materials**

Field Book  
QA/QC Checklist

## **Maintenance Equipment**

Soft Scrub Brush  
Bucket  
Paper Towels  
Chem-Wipes  
Air Spray  
Spray Bottles  
DI Water  
Knife  
Waders  
Clip Board  
First Aid Kit  
Hammer  
Gloves  
Port Plug Installation Tools  
Pliers

# Basic Calibration Procedure

## Maintenance Prior to Calibration

Download Data

Check Battery

Replace Batteries

## Set Sensor to Discreet Mode

Go to discreet mode (interval 4 sec)

## Conductivity 1-point Calibration Check

Check with Conductivity 1000  $\mu$ S Standard      1000 $\pm$ 50  $\mu$ S Accuracy  
Recalibrate if readings are not within accuracy limits

## Turbidity 2-point Calibration Check

Check Turbidity reading with DI water      0 $\pm$ 0.2 NTU Accuracy  
Check Turbidity reading with 100NTU standard      100 $\pm$ 5 NTU Accuracy  
Recalibrate if readings are not within accuracy limits

## pH 2-point Calibration

Calibrate pH 7 with pH 7 Buffer  
Check mV at pH 7      0 $\pm$ 40 mV Accuracy  
Calibrate pH 10 with pH 10 Buffer  
Check mV at pH 10      -180 $\pm$ 40 mV Accuracy

## Nitrate 2-point Calibration

Calibrate with 1 mg/L Nitrate Standard      1 $\pm$ 2 mg/L NO<sub>3</sub>-N Accuracy  
Calibrate with 10 mg/L Nitrate Standard      10 $\pm$ 2 mg/L NO<sub>3</sub>-N Accuracy

## Ammonium/Ammonia 2-point Calibration

Calibrate with 1 mg/L Ammonium Solution      1 $\pm$ 2 mg/L NH<sub>4</sub><sup>+</sup>-N Accuracy  
Calibrate with 10 mg/L Ammonium Solution      10 $\pm$ 2 mg/L NH<sub>4</sub><sup>+</sup>-N Accuracy

## Final Check Before Deployment

Go to active logging mode  
Check status menu for adequate battery power  
Check status menu for active logging

# YSI DATA SONDE QA/QC Checklist

SITE: \_\_\_\_\_ SONDE SERIAL NUMBER \_\_\_\_\_  
DATE: \_\_\_\_\_ WATCH TIME: \_\_\_\_\_ CDT PROBE TIME: \_\_\_\_\_ CST  
TECHNICIAN: \_\_\_\_\_

## pH

CALIBRATION: 1 POINT 2 POINT 3 POINT  
pH MILLI-VOLT READINGS: 7 \_\_\_\_\_ 10 \_\_\_\_\_ 4 \_\_\_\_\_  
pH VALUES BEFORE CALIBRATION: 7 \_\_\_\_\_ 10 \_\_\_\_\_ 4 \_\_\_\_\_  
pH VALUES AFTER CALIBRATION: 7 \_\_\_\_\_ 10 \_\_\_\_\_ 4 \_\_\_\_\_

CALIBRATION SUCCESSFUL? YES NO INITIAL \_\_\_\_\_

## AMMONIUM

CALIBRATION: 1 POINT 2 POINT 3 POINT  
AMMONIUM VALUES BEFORE CALIBRATION: 10 \_\_\_\_\_ 1 \_\_\_\_\_ 1 \_\_\_\_\_  
AMMONIUM VALUES AFTER CALIBRATION: 10 \_\_\_\_\_ 1 \_\_\_\_\_ 1 \_\_\_\_\_

CALIBRATION SUCCESSFUL? YES NO INITIAL \_\_\_\_\_

## NITRATE

CALIBRATION: 1 POINT 2 POINT 3 POINT  
NITRATE VALUES BEFORE CALIBRATION: 10 \_\_\_\_\_ 1 \_\_\_\_\_ 1 \_\_\_\_\_  
NITRATE VALUES AFTER CALIBRATION: 10 \_\_\_\_\_ 1 \_\_\_\_\_ 1 \_\_\_\_\_

CALIBRATION SUCCESSFUL? YES NO INITIAL \_\_\_\_\_

## CONDUCTIVITY

CALIBRATION STANDARD USED \_\_\_\_\_ DATE OPENED OR MIXED \_\_\_\_\_  
TIME TO ACHIEVE TEMPERATURE EQUILIBRATION (1 MINUTE MINIMUM) \_\_\_\_\_  
READING WITH CALIBRATION STANDARD \_\_\_\_\_  
READING BEFORE CALIBRATION \_\_\_\_\_, AFTER CALIBRATION \_\_\_\_\_  
CONDUCTIVITY CELL CONSTANT \_\_\_\_\_  
CALIBRATION SUCCESSFUL? YES NO INITIAL \_\_\_\_\_

## TURBIDITY

MANUFACTURER & TYPE OF STANDARD \_\_\_\_\_  
VALUE OF STANDARD USED \_\_\_\_\_ DATE OPENED OR MIXED \_\_\_\_\_  
NOTE: ONE STANDARD MUST BE 0 NTU (DI WATER), AND THIS STANDARD MUST BE FIRST.  
TURBIDITY VALUES BEFORE CALIBRATION. 0 NTU \_\_\_\_\_, OTHER \_\_\_\_\_  
TURBIDITY VALUES AFTER CALIBRATION. 0 NTU \_\_\_\_\_, OTHER \_\_\_\_\_

CALIBRATION SUCCESSFUL? YES NO INITIAL \_\_\_\_\_

## BATTERY STATUS

DAYS OF BATTERY LIFE REMAINING \_\_\_\_\_

BATTERY VOLTAGE \_\_\_\_\_  
BATTERIES CHANGED? YES NO

## WATER LEVEL

SITE RP \_\_\_\_\_

TAPE DOWN TO WATER SURFACE \_\_\_\_\_

WATER LEVEL FROM TAPE DOWN \_\_\_\_\_

## LOGGING STATUS

LOGGING ACTIVE? YES NO

SONDE LEVEL READING BEFORE RETRIEVAL \_\_\_\_\_

## CONSENT TO COVENANTS

The undersigned DANIEL LEGACY, LLC., ("Grantee"), has contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property more particularly described in Exhibit A attached hereto (the "Property"). Grantee does hereby acknowledge and agree that (a) the Property is included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Property is and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantee has executed this Consent to Covenants as of the 23<sup>rd</sup> day of February, 2000.

DANIEL LEGACY, LLC, an Alabama limited liability company

By: Daniel Realty Company, an Alabama general partnership, Its Sole Member

By: Daniel Equity Partners Limited Partnership, a Virginia limited partnership, Its Managing Partner

By: Daniel Equity Corporation I, a Virginia corporation, Its General Partner

By: Chris A. Brown  
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 Chris A. Brown, whose name as Vice President of Daniel Equity Corporation I, as general partner of Daniel Equity Partners Limited Partnership, as managing partner of Daniel Realty Company, as sole member of Daniel Legacy, LLC, 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 of Daniel Equity Partnership Limited Partnership, in its capacity as managing partner of Daniel Realty Company, as sole member of Daniel Legacy, LLC.

Given under my hand and official seal this 23<sup>rd</sup> day of February, 2000.

Maureen Dunaway  
Notary Public

My commission expires: 2/2/2003

[NOTARIAL SEAL]

## EXHIBIT A

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:

Commence at a 5/8 inch rebar found locally accepted to be the Northeast corner of said Southwest quarter; thence from the East line of said quarter section, turn an angle to the left of 128 degrees 48 minutes 57 seconds and run in a Southwesterly direction for a distance of 1,608.58 feet to an iron pin set at the point of beginning; thence turn an angle to the left of 136 degrees 22 minutes 26 seconds and run in a Southeasterly direction for a distance of 272.95 feet to an iron pin set; thence turn an angle to the right of 25 degrees 29 minutes 07 seconds and run in a Southeasterly direction for a distance of 89.22 feet to an iron pin set; thence turn an angle to the right of 19 degrees 21 minutes 44 seconds and run in a Southeasterly direction for a distance of 102.89 feet to an iron pin set; thence turn an angle to the right of 11 degrees 25 minutes 19 seconds and run in a Southeasterly direction for a distance of 84.75 feet to an iron pin set; thence turn an angle to the right of 11 degrees 10 minutes 49 seconds and run in a Southeasterly direction for a distance of 89.26 feet to an iron pin set; thence turn an angle to the right of 09 degrees 32 minutes 19 seconds and run in a Southeasterly direction for a distance of 43.27 feet to an iron pin set; thence turn an angle to the left of 12 degrees 42 minutes 57 seconds and run in a Southeasterly direction for a distance of 38.84 feet to an iron pin set; thence turn an angle to the left of 05 degrees 59 minutes 49 seconds and run in a Southeasterly direction for a distance of 58.41 feet to an iron pin set; thence turn an angle to the left of 06 degrees 07 minutes 03 seconds and run in a Southeasterly direction for a distance of 62.82 feet to an iron pin set; thence turn an angle to the left of 05 degrees 32 minutes 22 seconds and run in a Southeasterly direction for a distance of 64.15 feet to an iron pin set; thence turn an angle to the right of 55 degrees 50 minutes 53 seconds and run in a Southwesterly direction for a distance of 129.71 feet to an iron pin set, said iron pin set being on the Northwest corner of Lot 151 of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26 on Page 79 A, B, & C, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 17 degrees 48 minutes 02 seconds and run in a Southeasterly direction along the Southwest line of said Lot 151 for a distance of 328.27 feet to an iron pin set at the Southwest corner of said Lot 151, said iron pin set also being on a curve to the right having a central angle of 59 degrees 49 minutes 15 seconds and a radius of 629.69 feet; thence turn an angle to the right to the chord of said curve of 106 degrees 12 minutes 13 seconds and run in a Southwesterly to Northwesterly direction along the arc of said curve for a distance of 657.45 feet to an iron pin set; thence run tangent to last stated curve in a Northwesterly direction for a distance of 316.55 feet to an iron pin set on a curve to the left having a central angle of 12 degrees 14 minutes 45 seconds and a radius of 496.40 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 106.10 feet to an iron pin set at the Southeast corner of Lot 113 in said Greystone Legacy, 1<sup>st</sup> Sector; thence turn an angle to the right from the chord of last stated curve of 89 degrees 34 minutes 46 seconds and run in a Northeasterly direction along the Southeast line of Lots 113 and 112 in said Greystone Legacy, 1<sup>st</sup> Sector, for a distance of 297.47 feet to an iron pin set; thence turn an angle to the left of 49 degrees 28 minutes 15 seconds and run in a Northwesterly direction along the Northeast line of Lots 112 and 111 in said Greystone Legacy, 1<sup>st</sup> Sector, for a distance of 123.54 feet to an iron pin set; thence turn an angle to the right of 55 degrees 04 minutes 37 seconds and run in a Northeasterly direction along the Southeast line of Lots 111 and 110 in said Greystone Legacy, 1<sup>st</sup> Sector for a distance of 247.35 feet to the point of beginning. Said parcel containing 14.62 acres, more or less.

## CONSENT TO COVENANTS

The undersigned, HPH PROPERTIES, INC., ("Grantee"), has contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lot 130, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lot"). Grantee does hereby acknowledge and agree that (a) the Lot is included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lot is and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantee has executed this Consent to Covenants as of the 9th day of March, 2000.

HPH PROPERTIES, INC.

By: [Signature]  
Its: V. Pres.

STATE OF ALABAMA     )  
                                  :  
COUNTY OF SHELBY    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Clark Parker, whose name as President of HPH Properties, Inc., is signed to the foregoing instrument, and who is known to me, acknowledge 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.

Given under my hand and official seal this 9 day of March, 2000.

[Signature]  
Notary Public

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept 20, 2003  
BONDED THRU NOTARY PUBLIC INTERMEDIARIES

[NOTARIAL SEAL]

## CONSENT TO COVENANTS

The undersigned, CLARK PARKER CONSTRUCTION, INC., ("Grantee"), has contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lots 120, 121, and 130, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lots"). Grantee does hereby acknowledge and agree that (a) the Lots are included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lots are and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantee has executed this Consent to Covenants as of the 27<sup>th</sup> day of January, 2000.

CLARK PARKER CONSTRUCTION, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Clark Parker, whose name as President of Clark Parker Construction Inc., is signed to the foregoing instrument, and who is known to me, acknowledge 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.

Given under my hand and official seal this 27<sup>th</sup> day of January, 2000.

Shirley H. Ellis  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/30/2002

**CONSENT TO COVENANTS**

The undersigned, ALLISTON PROPERTIES, L.L.C., ("Grantee"), has contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lot 123, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lot"). Grantee does hereby acknowledge and agree that (a) the Lot is included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lot is and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantee has executed this Consent to Covenants as of the 9<sup>th</sup> day of May, 2000.

ALLISTON PROPERTIES, L.L.C.

By: Leon Alliston  
Its: Manager

STATE OF ALABAMA     )  
                                  :  
COUNTY OF SHELBY    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Leon Alliston, whose name as President of Alliston Properties, L.L.C., is signed to the foregoing instrument, and who is known to me, acknowledge 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.

Given under my hand and official seal this 9<sup>th</sup> day of May, 2000.

Shirley H. Ellis  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/30/2002

## CONSENT TO COVENANTS

The undersigned, CLAUDE H. RICH and wife, SHIAH-YOONG RICH ("Grantees"), have contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lot 146, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lot"). Grantees do hereby acknowledge and agree that (a) the Lot is included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lot is and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantees have executed this Consent to Covenants as of the 27<sup>th</sup> day of April, 2000.

Claude H. Rich  
CLAUDE H. RICH  
Shiah-Yoong Rich  
SHIAH-YOONG RICH

STATE OF ALABAMA     )  
                                  :  
COUNTY OF SHELBY    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Claude H. Rich and wife, Shiah-Yoong Rich, whose names are signed to the foregoing instrument, and who are known to me, acknowledge before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27<sup>th</sup> day of April, 2000.

Shil D. Elli  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/30/2002

## CONSENT TO COVENANTS

The undersigned, **M. A. FRAZIER CONSTRUCTION, INC.**, ("Grantee"), has contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lot 147, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lot"). Grantee does hereby acknowledge and agree that (a) the Lot is included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lot is and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantee has executed this Consent to Covenants as of the 30<sup>th</sup> day of March, 2000.

M. A. FRAZIER CONSTRUCTION, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

President

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that M. A. Frazier, whose name as President of M. A. Frazier Construction, Inc., is signed to the foregoing instrument, and who is known to me, acknowledge 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.

Given under my hand and official seal this 30<sup>th</sup> day of March, 2000.

Shirley D. Ellis  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/30/2002

## CONSENT TO COVENANTS

The undersigned, **HLP CONSTRUCTION, INC.**, ("Grantee"), has contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lot 113, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lot"). Grantee does hereby acknowledge and agree that (a) the Lot is included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lot is and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantee has executed this Consent to Covenants as of the 30<sup>th</sup> day of March, 2000.

HLP CONSTRUCTION, INC.

By: Stan Holsonback  
Its: President

STATE OF ALABAMA     )  
                                      :  
COUNTY OF SHELBY     )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Stan Holsonback, whose name as President of HLP Construction, Inc., is signed to the foregoing instrument, and who is known to me, acknowledge 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.

Given under my hand and official seal this 30<sup>th</sup> day of March, 2000.

Shirley D. Ellis  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/30/2002

**CONSENT TO COVENANTS**

The undersigned, CORNERSTONE BUILDING COMPANY, INC., ("Grantee"), has contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lot 127, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lot"). Grantee does hereby acknowledge and agree that (a) the Lot is included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lot is and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantee has executed this Consent to Covenants as of the 24<sup>th</sup> day of March, 2000.

CORNERSTONE BUILDING COMPANY, INC.

By: Donald M. Acton  
Its: President

STATE OF ALABAMA     )  
                                  :  
COUNTY OF SHELBY    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Donald M. Acton, whose name as President of Cornerstone Building Company, Inc., is signed to the foregoing instrument, and who is known to me, acknowledge 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.

Given under my hand and official seal this 24<sup>th</sup> day of March, 2000.

Shirley D. Elli  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/30/2002

## CONSENT TO COVENANTS

The undersigned, CORNERSTONE BUILDING COMPANY, INC., ("Grantee"), has contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lot 126, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lot"). Grantee does hereby acknowledge and agree that (a) the Lot is included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lot is and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantee has executed this Consent to Covenants as of the 22<sup>nd</sup> day of March, 2000.

CORNERSTONE BUILDING COMPANY, INC.

By: Donald M. Acton

Its: President

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Donald M. Acton, whose name as President of Cornerstone Building Company, Inc., is signed to the foregoing instrument, and who is known to me, acknowledge 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.

Given under my hand and official seal this 22<sup>nd</sup> day of March, 2000.

Shirley D. Ellis

Notary Public

[NOTARIAL SEAL]

My commission expires: 3/30/2002

## CONSENT TO COVENANTS

The undersigned, KERR COMPANIES, INC., ("Grantee"), has contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lot 106, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lot"). Grantee does hereby acknowledge and agree that (a) the Lot is included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lot is and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantee has executed this Consent to Covenants as of the 23<sup>rd</sup> day of March, 2000.

KERR COMPANIES, INC.

By: Walter Kerr  
Its: PRESIDENT

STATE OF ALABAMA     )  
                                  :  
COUNTY OF SHELBY    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Walter Kerr, whose name as President of Kerr Companies, Inc., is signed to the foregoing instrument, and who is known to me, acknowledge 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.

Given under my hand and official seal this 23<sup>rd</sup> day of March, 2000.

Shirley D. Ellis  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/30/2000

**CONSENT TO COVENANTS**

The undersigned, ALLISTON PROPERTIES, L.L.C., ("Grantee"), has contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lot 108, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lot"). Grantee does hereby acknowledge and agree that (a) the Lot is included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lot is and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantee has executed this Consent to Covenants as of the 16<sup>th</sup> day of March, 2000.

ALLISTON PROPERTIES, L.L.C.

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF SHELBY    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Leon Alliston, whose name as President of Alliston Properties, L.L.C., is signed to the foregoing instrument, and who is known to me, acknowledge 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.

Given under my hand and official seal this 16<sup>th</sup> day of March, 2000.

Shirley D. Ellis  
Notary Public

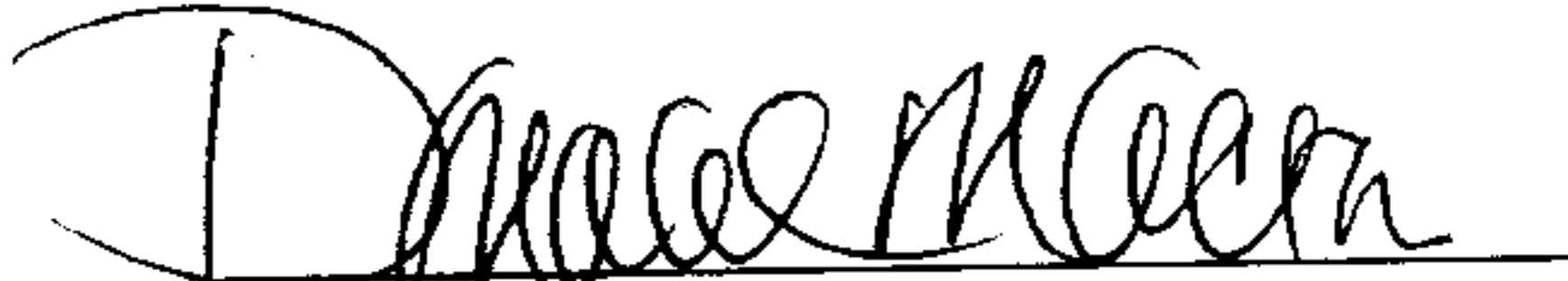
[NOTARIAL SEAL]

My commission expires: 3/30/2002

## CONSENT TO COVENANTS

The undersigned, DONALD M. ACTON and wife, KATHY J. ACTON ("Grantees"), have contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lot 144, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lot"). Grantees do hereby acknowledge and agree that (a) the Lot is included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lot is and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantees have executed this Consent to Covenants as of the 16<sup>th</sup> day of March, 2000.

  
DONALD M. ACTON

  
KATHY J. ACTON

STATE OF ALABAMA     )  
                                  :  
COUNTY OF SHELBY    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Donald M. Acton and wife, Kathy J. Acton, whose names are signed to the foregoing instrument, and who are known to me, acknowledge before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16<sup>th</sup> day of March, 2000.

  
Notary Public

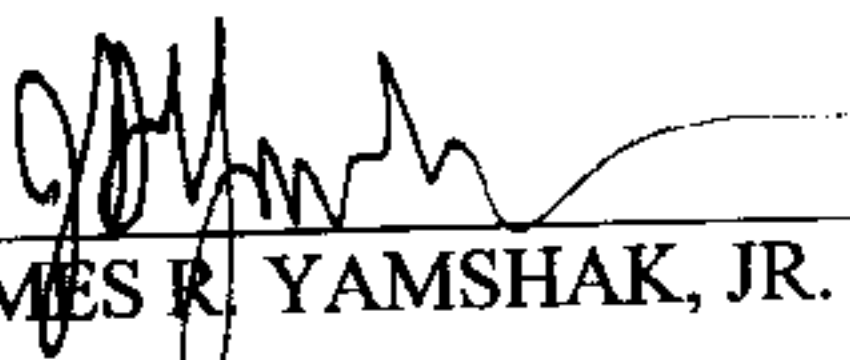
[NOTARIAL SEAL]

My commission expires: 3/30/2002

## CONSENT TO COVENANTS

The undersigned, JAMES R. YAMSHAK, JR. and wife, LISA B. YAMSHAK ("Grantees"), have contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lot 134, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lot"). Grantees do hereby acknowledge and agree that (a) the Lot is included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lot is and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantees have executed this Consent to Covenants as of the 15<sup>th</sup> day of March, 2000.

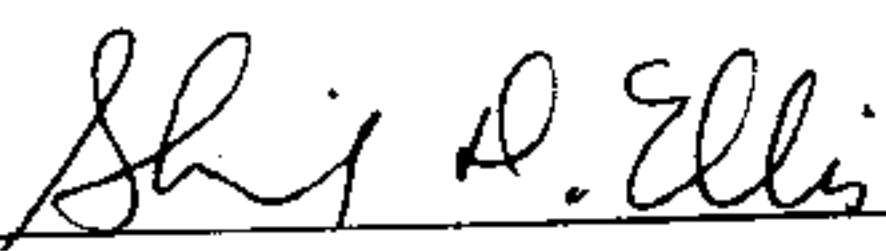
  
JAMES R. YAMSHAK, JR.

  
LISA B. YAMSHAK

STATE OF ALABAMA     )  
                                  :  
COUNTY OF SHELBY     )

I, the undersigned, a notary public in and for said county in said state, hereby certify that James R. Yamshak, Jr. and wife, Lisa B. Yamshak, whose names are signed to the foregoing instrument, and who are known to me, acknowledge before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15<sup>th</sup> day of March, 2000.

  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/30/2002

**CONSENT TO COVENANTS**

The undersigned, CLARK PARKER CONSTRUCTION, INC., ("Grantee"), has contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lots 120, 121, and 130, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lots"). Grantee does hereby acknowledge and agree that (a) the Lots are included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lots are and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantee has executed this Consent to Covenants as of the 27<sup>th</sup> day of January, 2000.

CLARK PARKER CONSTRUCTION, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ALABAMA     )  
                                  :  
COUNTY OF SHELBY    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Clark Parker, whose name as President of Clark Parker Construction Inc., is signed to the foregoing instrument, and who is known to me, acknowledge 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.

Given under my hand and official seal this 27<sup>th</sup> day of January, 2000.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/30/2002

## CONSENT TO COVENANTS

The undersigned, BENSON CUSTOM HOMES, INC., ("Grantee"), has contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lots 112, 118 and 119, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lots"). Grantee does hereby acknowledge and agree that (a) the Lots are included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lots are and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantee has executed this Consent to Covenants as of the 3<sup>rd</sup> day of February, 2000.

BENSON CUSTOM HOMES, INC.

By: Richard W. Benson  
Its: President

STATE OF ALABAMA     )  
                                  :  
COUNTY OF SHELBY    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Richard W. Benson, whose name as President of Benson Custom Homes, Inc., is signed to the foregoing instrument, and who is known to me, acknowledge 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.

Given under my hand and official seal this 3<sup>rd</sup> day of February, 2000.

Shirley H. Ellis  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/30/2002

CONSENT TO COVENANTS

The undersigned, CARL SCHOETTLIN ("Grantee"), has contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lots 131, 132 & 133, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lots"). Grantee does hereby acknowledge and agree that (a) the Lot(s) are included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lots are and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantee has executed this Consent to Covenants as of the 18 day of JAN., 2000.



STATE OF ALABAMA     )  
                                      :  
COUNTY OF SHELBY    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Carl Schoettlin, whose name(s) are signed to the foregoing instrument, and who are known to me, acknowledge before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of January, 2000.

  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: 2/3/2001

CONSENT TO COVENANTS

The undersigned, Ken Underwood Classic Cars ("Grantee"), has contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lot 116 & 117, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79-A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lots"). Grantee does hereby acknowledge and agree that (a) the Lot(s) are included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lots are and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantee has executed this Consent to Covenants as of the 25 day of Jan, 2000.



STATE OF ALABAMA     )  
                                     :  
COUNTY OF SHELBY    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Ken Underwood, whose name(s) are signed to the foregoing instrument, and who are known to me, acknowledge before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25<sup>th</sup> day of January, 1999-2000

  
Notary Public

[NOTARIAL SEAL]

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

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 4, 2002  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

## CONSENT TO COVENANTS

The undersigned, BEAUMONT CONSTRUCTION, INC., ("Grantee"), has contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lots 135 and 141, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lots"). Grantee does hereby acknowledge and agree that (a) the Lots are included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lots are and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantee has executed this Consent to Covenants as of the 8<sup>th</sup> day of February, 2000.

BEAUMONT CONSTRUCTION, INC.

By: Kathy W. Beaumont  
Its: 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 Kathy Beaumont, whose name as Vice President of Beaumont Construction, Inc., is signed to the foregoing instrument, and who is known to me, acknowledge 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.

Given under my hand and official seal this 8<sup>th</sup> day of February, 2000.

Shirley D. Ellis  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/30/2002

## CONSENT TO COVENANTS

The undersigned, CORNERSTONE BUILDING COMPANY, INC., ("Grantee"), has contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lot 128, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lot"). Grantee does hereby acknowledge and agree that (a) the Lot is included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lot is and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantee has executed this Consent to Covenants as of the 11<sup>th</sup> day of February, 2000.

CORNERSTONE BUILDING COMPANY, INC.

By: Donald M. Acton

Its: President

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Donald M. Acton, whose name as President of Cornerstone Building Company, Inc., is signed to the foregoing instrument, and who is known to me, acknowledge 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.

Given under my hand and official seal this 11<sup>th</sup> day of February, 2000.

Shirley H. Ellis  
Notary Public

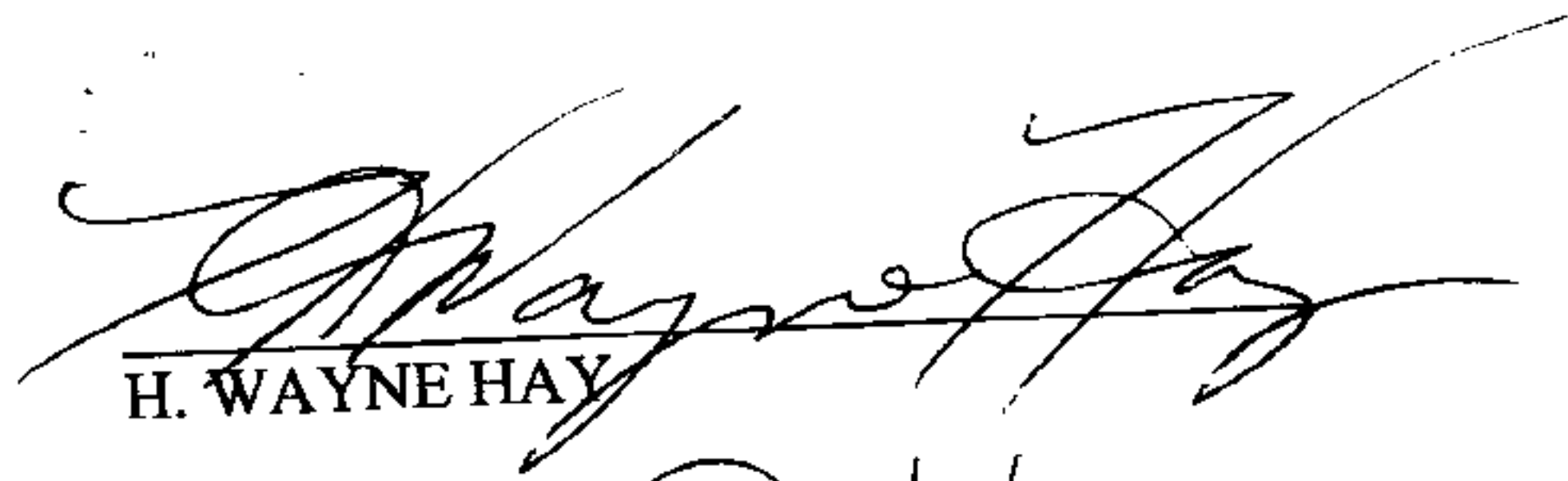
[NOTARIAL SEAL]

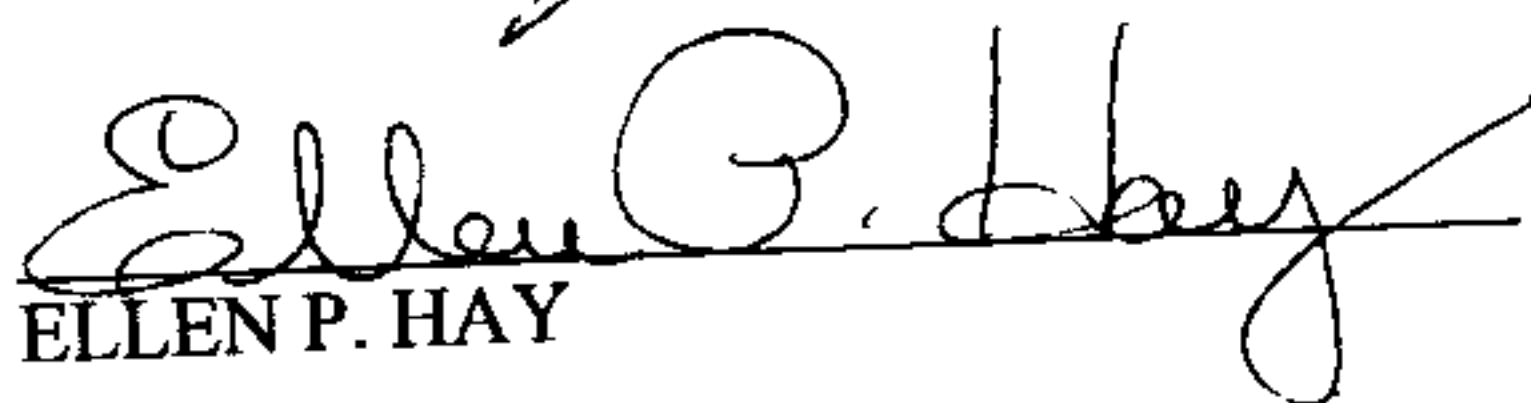
My commission expires: 3/30/2002

## CONSENT TO COVENANTS

The undersigned, H. WAYNE HAY and wife, ELLEN P. HAY ("Grantees"), have contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lot 137, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lot"). Grantees do hereby acknowledge and agree that (a) the Lot is included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lot is and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantees have executed this Consent to Covenants as of the 23<sup>rd</sup> day of February, 2000.

  
H. WAYNE HAY

  
ELLEN P. HAY

STATE OF ALABAMA     )  
                              :  
COUNTY OF SHELBY    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that H. Wayne Hay and wife Ellen P. Hay, whose names are signed to the foregoing instrument, and who are known to me, acknowledge before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23<sup>rd</sup> day of February, 2000.

  
Notary Public

My commission expires: 3/30/2002

[NOTARIAL SEAL]

## CONSENT TO COVENANTS

The undersigned, BEAUMONT CONSTRUCTION, INC., ("Grantee"), has contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lots 137, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lot"). Grantee does hereby acknowledge and agree that (a) the Lot is included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lot is and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantee has executed this Consent to Covenants as of the 23<sup>rd</sup> day of February, 2000.

BEAUMONT CONSTRUCTION, INC.

By: Kathy W. Beaumont  
Its: 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 Kathy Beaumont, whose name as Vice President of Beaumont Construction, Inc., is signed to the foregoing instrument, and who is known to me, acknowledge 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.

Given under my hand and official seal this 23<sup>rd</sup> day of February, 2000.

Shirley D. Ellis  
Notary Public

My commission expires: 3/30/2002

[NOTARIAL SEAL]

## CONSENT TO COVENANTS

The undersigned, PARAGON PROPERTIES, INC., ("Grantee"), has contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lots 111 and 129, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lots"). Grantee does hereby acknowledge and agree that (a) the Lots are included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lots are and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantee has executed this Consent to Covenants as of the 2<sup>nd</sup> day of March, 2000.

PARAGON PROPERTIES, INC.

By: James A. Woods  
Its: President

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that James A. Woods, whose name as President of Paragon Properties, Inc., is signed to the foregoing instrument, and who is known to me, acknowledge 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.

Given under my hand and official seal this 2nd day of March, 2000.

Shirley D. Ellis  
Notary Public

My commission expires: 3/30/2000

[NOTARIAL SEAL]

**CONSENT TO COVENANTS**

The undersigned, JOSEPH N. CASSESEE and wife, JENNA KNOX CASSESEE (collectively, "Grantees"), have contemporaneously herewith purchased and acquired from Greystone Development Company, LLC, an Alabama limited liability company ("Grantor"), that certain real property known as Lots 157 and 158, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lots"). Grantees do hereby acknowledge and agree that (a) the Lots are included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lots are and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantees have executed this Consent to Covenants as of the 29th day of December, 1999.

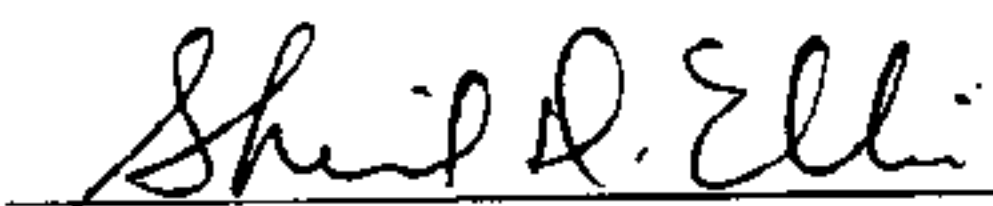
  
\_\_\_\_\_  
Joseph N. Cassese

  
\_\_\_\_\_  
Jenna Knox Cassese

STATE OF ALABAMA     )  
                                  :  
COUNTY OF SHELBY    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Joseph N. Cassese and wife, Jenna Knox Cassese, whose names are signed to the foregoing instrument, and who are known to me, acknowledge before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29<sup>th</sup> day of December, 1999.

  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/30/2002

## CONSENT TO COVENANTS

The undersigned, VISTA HOMES, INC., ("Grantee"), has contemporaneously herewith purchased and acquired from Benson Custom Homes, Inc. ("Grantor"), that certain real property known as Lot 118, according to the survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Pages 79 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama (the "Lot"). Grantee does hereby acknowledge and agree that (a) the Lot is included in the legal description of the real property described in Exhibit A to that certain Declaration of Watershed Protective Covenants for Greystone Development dated as of December 15, 1999 (the "Watershed Covenants") between the City of Birmingham, a municipal corporation, and Grantor, (b) the Watershed Covenants have not but will be recorded in the Office of the Judge of Probate of Shelby County, Alabama and that this Consent to Covenants will be attached thereto and (c) the Lot is and shall be subject to all of the terms and provisions set forth in the Watershed Covenants.

IN WITNESS WHEREOF, Grantee has executed this Consent to Covenants as of the 26 day of May, 2000.

State of Alabama - Jefferson County  
I certify this instrument filed on:

2000 MAY 30 P.M. 12:17  
Recorded and \$ Mtg. Tax

and \$ Deed Tax and Fee Amt.  
\$ 202.50 Total \$ 202.50  
GEORGE R. REYNOLDS, Judge of Probate

  
200006/5078

VISTA HOMES, INC.

By:

J. B. Wagoner  
Its. President

STATE OF ALABAMA )  
:  
COUNTY OF SHELBY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that James Wagoner, whose name as President of Vista Homes, Inc., is signed to the foregoing instrument, and who is known to me, acknowledge 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.

Given under my hand and official seal this 26<sup>th</sup> day of May, 2000.

Shirley L. Ellis

Notary Public

My commission expires:

3/30/2002

[NOTARIAL SEAL]

05/30/2000-17644  
02:54 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE