

STATE OF ALABAMA       )  
                                  :  
COUNTY OF SHELBY     )

**FOURTH AMENDMENT TO  
AMENDED AND RESTATED GREYSTONE VILLAGE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED GREYSTONE VILLAGE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made and entered into as of the 8<sup>th</sup> day of February, 2004, by and among DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Daniel"), and GREYSTONE VILLAGE OWNER'S ASSOCIATION, INC., an Alabama nonprofit corporation (the "Association").

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

Daniel and School House Properties, an Alabama general partnership now known as Taylor Properties, L.L.C., an Alabama limited liability company ("Developer"), have heretofore executed the Amended and Restated Greystone Village Declaration of Covenants, Conditions and Restrictions dated February 21, 1994, which has been recorded as Instrument #1994-12222 in the Office of the Judge of Probate of Shelby County, Alabama, (the "Probate Office"), which has been amended by (i) First Amendment thereto dated January 31, 1995, and recorded as Instrument #1995-16397 in the Probate Office (ii) Second Amendment thereto dated January 31, 1996, and recorded as Instrument #1996-08823 in the Probate Office (iii) Third Amendment thereto dated as of September 22, 2001, and recorded as Instrument #2001-57314 in the Probate Office (collectively, the "Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

The Association is the owners' association established and referred to the "Association" in the Declaration.

The parties desire to amend Section 6.09, 6.10, 6.12, 6.13, 6.16, 6.22, 6.25, 7.01, and 7.02 of the Declaration in order to clarify problems that have arisen addressing exterior lighting, exterior material and finishes, fences, windows, window treatments and doors, satellite dishes and antennae, signage, construction of improvements, responsibilities of owners, and responsibilities of the Architectural Review Committee.

Developer no longer owns any Lot or Dwelling within the Property. As a result thereof, an amendments to the Declaration must be approved by both Daniel and two-thirds (2/3<sup>rd</sup>) of the total votes of the Owners present, in person or by proxy, at a meeting of the Association called for the purpose of acting on any such proposed amendment.

On February 8, 2004, a special meeting of the Owners in the Association was called for the purpose of acting on this Amendment, at which (a) 68 percent (68 %) of all of the Owners were present, in person or by proxy (thereby satisfying the quorum requirements set forth in the Bylaws of the Association), and (b) 100 percent (100 %) of the total votes of the Owners present, in person or by proxy, at such meeting voted in favor of this Amendment. Myrtice A. Carr, as President of the Association, has joined in the execution of the Amendment in order to certify the foregoing. Accordingly, all Owners of all Lots and Dwellings in the Property shall be bound by all of the terms and provisions of this Amendment.

NOW, THEREFORE, in consideration of the attached amendments, the Greystone Village Owners' Association do agree to abide by the changes as stated. Notwithstanding anything provided in the Declaration to the contrary, the terms and provisions of these Sections 6.09, 6.10, 6.12, 6.13, 6.16, 6.22, 6.25, 7.01, and 7.02 may not be modified or amended unless such modification or amendment is also consented to and approved in writing by Greystone Village Owners Association.

**Full Force and Effect.** Except as expressly modified and amended herein, all of the terms and provisions of the Declaration, as previously amended, shall remain in full and effect and are hereby ratified, confirmed and approved.

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

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

By: **DANIEL REALTY INVESTMENT  
CORPORATION – OAK MOUNTAIN,  
An Alabama corporation, Its General Partner**

By: Christopher A. Carr

Its: Sr Vice President

**GREYSTONE VILLAGE OWNER'S  
ASSOCIATION, INC., an Alabama nonprofit  
corporation**

By: Myrtice G. Carr  
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 Myrtice A. Carr, whose name as President  
of GREYSTONE VILLAGE OWNER'S ASSOCIATION, INC., an Alabama nonprofit corporation,  
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.

Given under my hand and official seal this 1<sup>st</sup> day of February, 2004.

Dana Ann Nagler  
Notary Public  
My Commission Expires: January 3, 2005

(NOTARIAL SEAL)

STATE OF ALABAMA                    )  
   :  
COUNTY OF SHELBY                 )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Christopher A. Brown, whose name as Sr. Vice President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation in its capacity as general partner as aforesaid.

Given under my hand and official seal this the 8<sup>th</sup> day of February, 2004.

Eringer A. M. Coyn  
Notary Public  
My Commission Expires: MY COMMISSION EXPIRES AUGUST 2, 2004

[NOTARIAL SEAL]



**CERTIFICATE OF PRESIDENT**

The undersigned, Myrtice A. Carr, as the President of the Greystone Village Owner's Association, Inc., an Alabama nonprofit corporation, does hereby unequivocally state and certify that the agreement of the requisite number of Owners in the Association was lawfully obtained to the above and foregoing Fourth Amendment to Amend and Restated Greystone Village Declaration of Covenants, Conditions and Restrictions pursuant to a meeting of the Owners in the Association held on February 8, 2004, at which a quorum was present.

The undersigned hereby certifies that he/she has personal knowledge of the foregoing and acknowledges and agrees that the foregoing certificate will be attached to the aforesaid Fourth Amendment to Amended and Restated Greystone Village Declaration of Covenants, Conditions and Restrictions.

Dated as of the 11<sup>th</sup> day of February, 2004

*Myrtice A. Carr*  
Printed Name: Myrtice A. Carr

STATE OF ALABAMA                     )  
   :  
COUNTY OF SHELBY                 )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Myrtice A. Carr, whose name as President of the Greystone Village Owner's Association, Inc. an Alabama nonprofit corporation, 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/she as such President and will 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, 2004.

*Donna Ann Hughes*  
Notary Public  
My commission expires: January 3, 2005

(NOTARIAL SEAL)

## 6.09 Exterior Lighting

All exterior lighting for any Dwelling, including, without limitation, free standing lighting and utility (e.g. flood) lights attached to a Dwelling, must be approved by the Architectural Review Committee of the Greystone Village Owner's Association.

## 6.10 Exterior Material and Finishes

- (a) All exterior building material finishes (alternation or modifications of existing material finishes) for any Dwelling shall be approved by the Architectural Review Committee of the Greystone Village Owner's Association from the approved product list. All wood surfaces utilized on the exterior of any Dwelling shall be painted; stained wood shall not be authorized; provided, however, that the foregoing shall not be deemed to require decks on the rear of a Dwelling to be painted nor shall the foregoing be deemed to prohibit the staining of doors.

## 6.12 Fences

Fences must be approved by the Architectural Review Committee of the Greystone Village Owner's Association from the approved product list. Height restrictions must also be approved by the Architectural Review Committee.

## 6.13 Windows, Window Treatments and Doors

- (a) Reflective glass shall not be permitted on the exterior on any Dwelling. If homeowner wants to install a solar film to be used as a sunscreen to prevent fading, the film can not be so dark as to create a black or silver window cast when viewed from the street. The film to be used must be presented and approved by the Architectural Review Committee of the Greystone Village Owner's Association prior to installation. The installation of the film should result in a smooth window surface with no wrinkles or bubbles evident.
- (b) No aluminum or metal windows shall be utilized on the front or sides of any dwelling as the main window. Any change in windows must be approved by the Architectural Review Committee of the Greystone Village Owner's Association from an approved product list. The homeowner is responsible for supplying to the Architectural Review Committee their request with specifics on window composition and trim materials. Windows must be replaced with like kind design (double hung for double hung). If screens are used on the windows, a full screen is required. Appropriate window treatments shall be used on all windows. Sheets, bed linens, blankets and paper or plastic bags are not appropriate window treatments.

Burglar bars are not permitted. Wrought iron doors and screen doors shall not be permitted on the front or side of the houses. A front security/storm door must be clear glass with the framing painted to match the main entrance door frame or the trim of the house.

#### 6.16 Satellite Dishes and Antennae

- (a) Installed satellite dishes are allowable as long as the dish does not exceed 24 inches in size. The dish should be installed on the rear of the dwelling, if possible, in the most inconspicuous place to prevent it from being seen from the street. If the dish can not be installed at the rear of the dwelling because of alignment issues, the homeowner should request guidance from the Architectural Review Committee. The wiring for the dish should be as inconspicuous as possible from its point of origin to attachment to the dish. No radio antenna, radio receiver or other similar device or aerial shall be attached to or installed on any Lot or Dwelling unless the same is contained entirely within the interior of a building or other structure, is not visible from any street or property access. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any Lot or Dwelling which may interfere with the reception of radio or television signals within the Property or any other real property situated in close proximity to the Property.

#### 6.22 Signage

No signs, advertising posters or political campaign signs of any kind (other than one (1) "for sale" or "for rent" sign no larger than a 2' by 2' shall be maintained or permitted within any windows or on the exterior of the Lot or Dwelling for sale or rent. One directional sign can be used by the homeowner or the homeowner's realtor for the purpose of selling a home. Under no circumstance should the sign be placed in another homeowner's yard without the consent of that homeowner.

#### 6.25 Construction of Improvements

- (e) All major alteration in landscaping must be approved by the Architectural Review Committee of the Greystone Village Owner's Association. Plans should be submitted which detail how drainage issues resulting from the additions will be addressed by the homeowner doing the construction.
- (f) Construction of extra rooms, sunrooms, covered patio and porch areas must be approved by the Architectural Review Committee of the Greystone Village



Owner's Association prior to work commencing. The construction of these items must be from an approved product list maintained by the Architectural Review Committee. It is the homeowner's responsibility to supply the Architectural Review Committee with list of exterior finishes to be used. If an enclosed room (excluding sunrooms) is added, the exterior finish should be the same as the exterior finish of the existing home.

#### 7.01 Responsibilities of Owners

- (a) The maintenance and repair of all Lots, Dwellings, all other Improvements situated thereon or therein and all lawns, landscaping and grounds on or within a Lot or Dwelling shall be the responsibility of the Owner of such Lot or Dwelling. Each Owner shall be responsible for maintaining his Lot and Dwelling in a neat, clean and sanitary condition, both inside and outside of any Dwellings or Improvements thereto. Such responsibilities shall include, without limitation, maintaining at all times appropriate paint and stain finishes on all dwellings and other Improvements and reroofing or replacing roofing shingles when the same become worn or would be replaced by a prudent Owner. No exterior changes, alterations or Improvements shall be made to any Lot or Dwelling without first obtaining the prior written approval of the same from the Architectural Review Committee of the Greystone Village Owner's Association.
- (c) No Owner shall permanently decorate, change or otherwise alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds or other improvements within a Lot unless such permanent decoration, change or alternation is first approved, in writing, by the Architectural Review Committee of the Greystone Village Owner's Association. Seasonal decoration is permitted without submitting or obtaining written approval from the Architectural Review Committee.
- (d) Owners who elect to rent Dwelling are required to add a clause into the lease agreement that all Greystone Village Owner's Association covenants apply to leasees (renters) as well as owners. The signing of said lease agreement does not circumvent the owner from maintaining the property and abiding by all covenants.

#### 7.02 Responsibilities of the Architectural Review Committee

- (a) The Greystone Village Owner's Association Architectural Review Committee has a responsibility to the homeowners to respond in a timely manner to any change or alternation that the homeowner wishes to make to the Lot or Dwelling. At the time that the written request by the homeowner is made to the Architectural Review Committee, the homeowner should provide the President of



the Board with a copy of the request. The request submitted to the Architectural Review Committee should detail the list of the materials to be used and any plans or drawings detailing the requested change. The Architectural Review Committee shall meet and review the request. The Committee will review the product and a) if the product is considered to be an improvement and b) upon a poll of the Board Members and their approval, the new product will be added to the approved product list. The Committee should provide a written response to the homeowners within 14 days.