

This Instrument Was Prepared By:
Raja C. Khalaf
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 2600
Birmingham, Alabama 35203
(205) 251-8100

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

**AGREEMENT TO APPROVE COMBINATION AND SUBDIVISION
OF ABUTTING LOTS**

THIS AGREEMENT TO APPROVE COMBINATION AND SUBDIVISION OF ABUTTING LOTS (hereinafter referred to as the "Agreement") is made and entered into as of this 31st day of December, 2005, by and between The Crest at Greystone Architectural Review Committee (hereinafter referred to as the "ARC") and B. J. Blanchard and Susan Blanchard, a married couple (hereinafter referred to as the "Owners"). ARC and Owners hereinafter may be referred to individually as the "Party", or collectively as the "Parties." Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the The Crest at Greystone Declaration of Covenants, Conditions and Restrictions recorded on October 2, 1992, in Instrument Number 1992-22103 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as the "Declaration").

RECITALS:

WHEREAS, ARC is a committee appointed pursuant to Section 5.02 of Article V of the Declaration;

WHEREAS, Owners own Lot 1, according to the Survey of The Crest at Greystone – First Addition, as recorded in Map Book 19, Page 52, in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as "Lot 1");

WHEREAS, Owners own Lot 13, according to the Survey of The Crest at Greystone - Second Addition, as recorded in Map Book 19, Page 53, in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as "Lot 13");

WHEREAS, Lot 1 and Lot 13 are adjacent and abutting each other and Owners wish to combine and subdivide Lot 1 and Lot 13 into a single Lot for use for detached single-family, residential purposes only, said resulting combined and subdivided Lot being Lot 1A, according to a resurvey of both Lot 1 of The Crest at Greystone - First Addition and Lot 13 of The Crest at Greystone, Second Addition to be recorded hereafter (hereinafter referred to as "Lot 1A");

WHEREAS, Section 6.29 of Article VI of the Declaration prohibits the subdivision or resubdivision or any Lot on the Property without the prior written approval of the ARC;

WHEREAS, Owners have requested that ARC provide written approval for Owners' combination and subdivision of Lot 1 and Lot 13 to create Lot 1A; and

WHEREAS, ARC wishes to provide such approval upon Owners' acknowledgment and agreement that, after Owners' combination and subdivision of Lot 1 and Lot 13 to create Lot 1A, Lot 1A will continue to be treated as two separate Lots for purposes of the imposition and collection of all assessments set forth under Article VIII of the Declaration.

NOW THEREFORE, the Parties, for good and valuable consideration, the receipt, delivery and sufficiency of which are hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

1. ARC's Approval. ARC hereby approves Owners' request to combine and subdivide Lot 1 and Lot 13 to create Lot 1A. Owners acknowledge and agree that Owners, at Owners' sole cost and expense, shall be solely responsible for obtaining all approvals, licenses, permits and other consents for such combination and subdivision from any agency, authority, board, department and/or office of any state, county and/or local government having jurisdiction over the Property. In no event shall ARC's approval granted herein be construed or interpreted by the Owner of any other Lots on the Property, or any other person or entity whomsoever, to constitute the approval by ARC for such Owner to conduct any like combination and subdivision with respect to such Owner's Lots without the prior written approval of ARC, or, without the prior written approval of ARC, to conduct any other activity or use of such Owner's Lots which, pursuant to the Declaration, requires the prior written approval of ARC.

2. Owners' Agreement as to Assessments on Lot 1A. After Owners' combination and subdivision of Lot 1 and Lot 13 into Lot 1A, Owners' acknowledge and agree that, for purposes of the assessments set forth under Article VIII of the Declaration, Lot 1A shall continue to be treated as two separate Lots and that the Owners shall continue to be responsible for the payment of all assessments imposed or levied against each of Lot 1 and Lot 13 as if such combination and subdivision to create Lot 1A had never occurred. At the request of ARC, Owners agree that Owners, at their sole cost and expense, shall have this Agreement recorded in Office of the Judge of Probate of Shelby County, Alabama. In the event that ARC chooses to record this Agreement itself in the Office of the Judge of Probate of Shelby County, Alabama, then Owners agree to reimburse ARC for the cost of such recording within two (2) days of the request of ARC. Each deed or other instrument conveying an interest in Lot 1A shall contain a reference to this Agreement substantially similar to the following: "Grantee acknowledges that Lot 1 and Lot 13 were combined and subdivided to create Lot 1A and Grantee agrees that, for purposes of the assessments set forth under Article VIII of The Crest at Greystone Declaration of Covenants, Conditions and Restrictions recorded on October 2, 1992, in Instrument Number 1992-22103 in the Office of the Judge of Probate of Shelby County, Alabama, Lot 1A shall continue to be treated as two separate Lots and that Grantee shall be responsible for the payment of all assessments imposed or levied against each of Lot 1 and Lot 13 as if such combination and subdivision to create Lot 1A had never occurred." Notwithstanding the provisions of this Section 2, Lot 1A shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, charges and regulations set forth in the Declaration, which shall be binding upon and insure to the benefit of all parties acquiring or having any right, title or interest in Lot 1A and their respective heirs, personal representatives, executors, administrators, successors and assigns.

3. Benefits and Burdens. The provisions set forth in this Section 2 of this Agreement shall be binding upon the heirs, personal representatives, executors, successors and assigns of Owners and the rights and obligations and benefits and burdens granted and imposed hereby shall be covenants which run with the land and shall benefit and burden Lot 1A and the successors in title thereto.

4. Amendment. This Agreement may be amended or modified only by an instrument in writing and in recordable form which is executed by all of the Parties hereto.
5. Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.
6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and no representation, understanding or agreement had between the Parties, except as set forth herein, shall be binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be properly executed effective as of the day and year first set forth above.

**THE CREST AT GREYSTONE
ARCHITECTURAL REVIEW COMMITTEE:**

By: [Signature]
Its: MEMBER

By: [Signature]
Its: Member

By: [Signature]
Its: Sec. Gen.

By: [Signature]
Its: Member

OWNERS:

B. J. BLANCHARD:

B. J. Blanchard

Susan Blanchard

[Notarial Acknowledgments of Parties' Signatures on Following Pages.]

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joseph E. McKay, whose name as member of **The Crest at Greystone Architectural Review Committee** 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 the instrument, (s)he, as such member and with full authority, executed the same voluntarily for and as the act of said committee.

Given under my hand and official seal this 12th day of January, 2006.

Jada R. Wiley
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
NOV 17, 2007
MY COMMISSION EXPIRES
BONDED THROUGH THE NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lauren Barrett, whose name as member of **The Crest at Greystone Architectural Review Committee** 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 the instrument, (s)he, as such member and with full authority, executed the same voluntarily for and as the act of said committee.

Given under my hand and official seal this 12th day of January, 2006.

Jada R. Wiley
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
NOV 17, 2007
MY COMMISSION EXPIRES
BONDED THROUGH THE NOTARY PUBLIC UNDERWRITERS

[Notarial Acknowledgments of Parties' Signatures Continued on Next Page.]

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that B. J. Harris, whose name as member of **The Crest at Greystone Architectural Review Committee** 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 the instrument, (s)he, as such member and with full authority, executed the same voluntarily for and as the act of said committee.

Given under my hand and official seal this 12th day of January, 2005.

Jada R. Wiley
Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 17, 2007
BONDED THIS NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tommy Holcombe, whose name as member of **The Crest at Greystone Architectural Review Committee** 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 the instrument, (s)he, as such member and with full authority, executed the same voluntarily for and as the act of said committee.

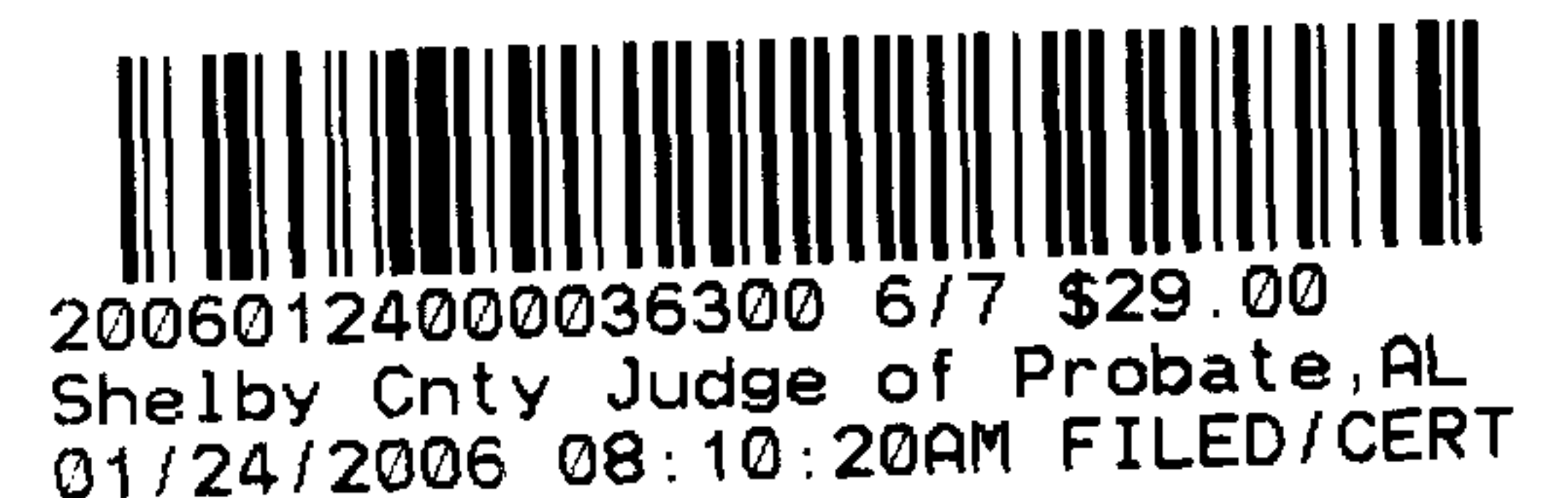
Given under my hand and official seal this 12th day of January, 2005.

Jada R. Wiley
Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 17, 2007
BONDED THIS NOTARY PUBLIC UNDERWRITERS

[Notarial Acknowledgments of Parties' Signatures Continued on Next Page.]



4. Amendment. This Agreement may be amended or modified only by an instrument in writing and in recordable form which is executed by all of the Parties hereto.
5. Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.
6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and no representation, understanding or agreement had between the Parties, except as set forth herein, shall be binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be properly executed effective as of the day and year first set forth above.

**THE CREST AT GREYSTONE
ARCHITECTURAL REVIEW COMMITTEE:**

By: _____
Its: _____

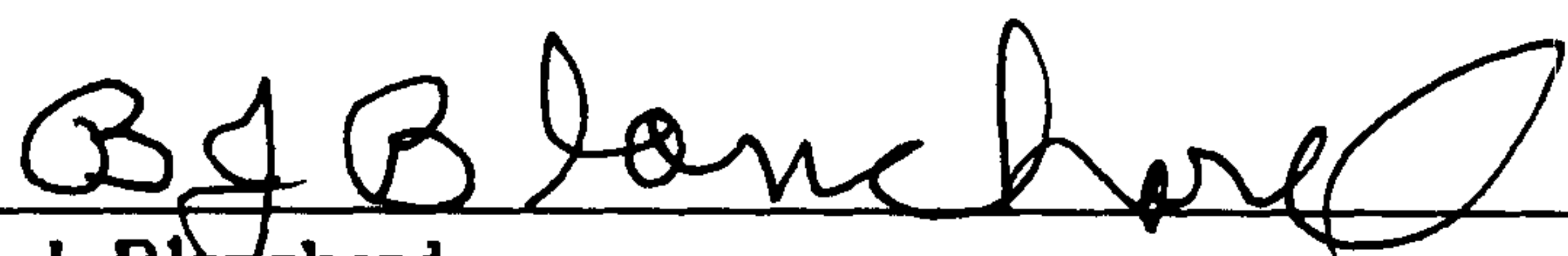
By: _____
Its: _____

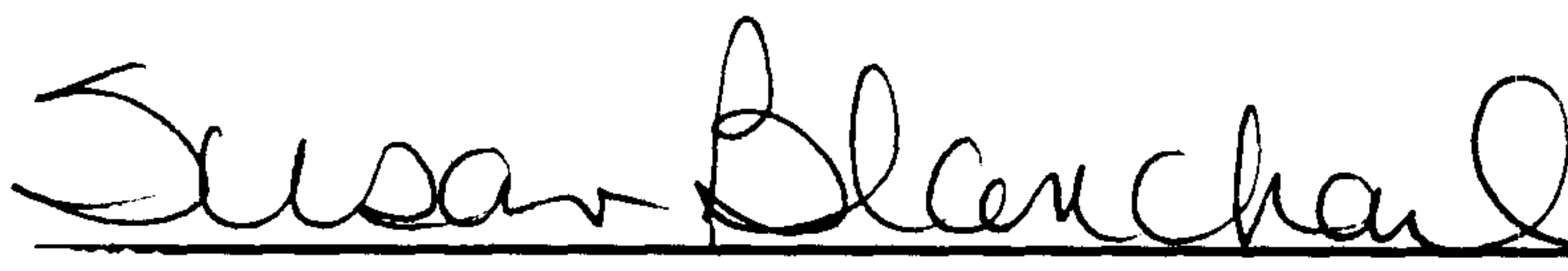
By: _____
Its: _____

By: _____
Its: _____

OWNERS:

B. J. BLANCHARD:


B. J. Blanchard


Susan Blanchard

[Notarial Acknowledgments of Parties' Signatures on Following Pages.]

20060124000036300 717 \$29.00
Shelby Cnty Judge of Probate, AL
01/24/2006 08:10:20AM FILED/CERT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **B. J. Blanchard**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily.

Given under my hand and official seal this 12th day of December, 2005.



Notary PublicMy Commission Expires: 8/30/09

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Susan Blanchard**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily.

Given under my hand and official seal this 12th day of December, 2005.



Notary PublicMy Commission Expires: 8/30/09