

This Instrument Prepared By:
Thomas C. Clark, III
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions/Harbert Plaza
Birmingham, Alabama 35203-2618


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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
COUNTY OF SHELBY)

**SECOND AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS FOR
Grey Oaks**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR GREY OAKS (this "Second Amendment") is hereby declared and imposed upon the real property described below as of April 19, 2017, by **GREY OAKS PROPERTIES, LLC**, an Alabama limited liability company, whose mailing address is: 127 1st Avenue North, 5th Floor, Birmingham, Alabama 35203 ("Declarant").

WITNESSETH:

WHEREAS, Declarant entered into that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions dated July 17, 2013 as recorded as Instrument #20130802000315870 as amended by a First Amendment to Amended and Restated Declaration of Protective Covenants dated as of January 15, 2014 recorded as Instrument #20140116000015970, and as affected by that certain Scrivener's Affidavit dated as of April 19, 2017 and recorded as Instrument #2017 04 19 000131936 112 (the "Declaration") all in the Probate Office of Shelby County, Alabama for the purpose of subjecting that certain property located in Shelby County, Alabama to the covenants, conditions and restrictions described in the Declaration.

WHEREAS, Developer now desires to subdivide a portion of the subject property in the Development, to be known as Grey Oaks Sector 3, and to reaffirm that the terms and provisions of the Declaration are and shall continue to be applicable to the Sector 3 property as subdivided.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant does hereby amend the Declaration as follows:

1. **General Provisions.** Except as amended and modified by this Second Amendment, all of the terms, covenants, conditions and agreements of the Declaration shall remain in full force and effect. In the event of any conflict between the Declaration and the provisions of this Second Amendment, this Second Amendment shall control. Any capitalized terms not defined herein shall have the meaning given to them in the Declaration.

2. **Acknowledgement of Recitals.** Declarant acknowledges and agrees that the foregoing Recitals are true, correct and complete and are hereby incorporated herein by reference.

3. **References.** All references to "Grey Oak Sector I", "Grey Oaks-1" Sector", "Grey Oaks Sector 2, Phase 1" or "Grey Oaks Sector 2, Phase 2", shall be deleted and replaced in their entirety with "Grey Oaks Sector 1, Grey Oaks Sector 2 and Grey Oaks Sector 3"

4. **Property.** The first sentence of the first paragraph of the Declaration, as amended, is hereby deleted and replaced in its entirety with the following:

WHEREAS, the undersigned, Grey Oaks Properties, LLC, an Alabama limited liability company (which, together with its successors and assigns in hereinafter referred to as "Developer"), is the owner of all of that certain real property situated in Shelby County, Alabama, which is commonly referred to as Grey Oaks Sector 1, Grey Oaks Sector 2 and Grey Oaks Sector 3 and more particularly described on (i) the Plat of Grey Oaks Sector 1 as recorded in Map Book 38, Page 148; (ii) the Plat of Grey Oaks Sector 2, Phase I as recorded in Map Book 43, Page 138; (iii) the Plat of Grey Oaks Sector 2, Phase 2 as recorded in Map Book 45, Page 14 and (iv) the proposed Final Plat of Sector 3, a copy of which is attached hereto as Exhibit D and made a part hereof (the "Property").

5. **Exhibits C and D.** The Declaration shall be amended by the addition of Exhibit C (the Sector 2, Phase 2 plat) and Exhibit D (the Sector 3 plat) attached hereto, to be inserted immediately following Exhibit A in the Declaration.

6. **Time of Essence.** Time is of the essence of this Second Amendment.

7. **Date of Agreement.** The date of this Second Amendment is intended as a date for the convenient identification of the effective date of this Second Amendment and is not intended to indicate that this Second Amendment was executed and delivered on that date.

8. **Separability Clause.** If any provision of this Second Amendment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9. **Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement.

10. **Governing Law.** The Declaration (as amended by this Second Amendment) shall be construed in accordance with and governed by the laws of the State of Alabama (without regard to conflict of law principles).


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IN WITNESS WHEREOF, the undersigned caused this Declaration to be executed effective as of the day and year first above written.

DECLARANT:

GREY OAKS PROPERTIES, LLC,
an Alabama limited liability company

By: Will. Sanders Jr.
Name: William G. Sanders, Jr.
Its: Manager

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William G. Sanders, Jr., whose name as Manager of Grey Oaks Properties, LLC, an Alabama limited liability company is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 21st day of April, 2017.

Sharon Avery Evans
Notary Public

My Commission Expires: 7/19/20

[SEAL]


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EXHIBIT "C"

Plat of Sector 2, Phase 2

[See Attached]


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EXHIBIT "D"

Plat of Sector 3

[See Attached]



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"Exhibit D"



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GREY OAKS SECTOR III	
A SINGLE RESIDENTIAL SUBDIVISION SITUATED IN THE SOUTH 1/2 OF SECTION 2, AND THE NORTH 1/2 OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA	
BY: [Signature] MONITOR STATE OF ALABAMA COUNTY OF [] I, [Signature], A NOTARY PUBLIC IN AND FOR SHELBY COUNTY IN SAID STATE, DO HEREBY CERTIFY THAT [Signature] HAS BEEN DULY QUALIFIED AS A MONITOR FOR THE SUBDIVISION OF SAID LANDS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SUBDIVISIONS IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE. DATE: [] DAY OF [] 2017	
BY: [Signature] OFFICER, PROFESSIONAL ENGINEER STATE OF ALABAMA COUNTY OF [] I, [Signature], A NOTARY PUBLIC IN AND FOR SHELBY COUNTY IN SAID STATE, DO HEREBY CERTIFY THAT [Signature] HAS BEEN DULY QUALIFIED AS AN OFFICER FOR THE SUBDIVISION OF SAID LANDS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SUBDIVISIONS IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE. DATE: [] DAY OF [] 2017	
NOTARY PUBLIC: [Signature] MY COMMISSION EXPIRES: [] NOTARY PUBLIC: [Signature] MY COMMISSION EXPIRES: []	
EDG ENGINEERING DESIGN GROUP, LLC 1201 SHIP CIRCLE, SUITE 400 FELIX, AL 35724 TEL: (205) 403-0158 FAX: (205) 403-0175	

REVISIONS

GREY OAKS SECTOR III

1201 SHIP CIRCLE, SUITE 400
FELIX, AL 35724
TEL: (205) 403-0158
FAX: (205) 403-0175

EDG

ENGINEERING DESIGN GROUP, LLC

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