


STATE OF ALABAMA)
 :
COUNTY OF SHELBY)


20170628000230610 1/6 \$46.00
Shelby Cnty Judge of Probate, AL
06/28/2017 11:41:47 AM FILED/CERT

**EIGHTEENTH AMENDMENT TO GREYSTONE LEGACY
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS EIGHTEENTH AMENDMENT TO GREYSTONE LEGACY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this “Eighteenth Amendment”) is made and entered into as of the 9th day of June, 2017 by and between **GREYSTONE LEGACY HOMEOWNERS’ ASSOCIATION, INC.**, an Alabama nonprofit corporation (the “Association”), and **GILBERT FAMILY PARTNERSHIP, LTD.**, an Alabama limited partnership (“Property Owner”).

RECITALS:

The Association is the homeowners’ association established pursuant to the Greystone Legacy Declaration of Covenants, Conditions and Restrictions dated as of December 1, 1999, which has been recorded as Instrument No. 1999-50995 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 February 9, 2000 and recorded as Instrument No. 2000-04911 in said Probate Office, (ii) Second Amendment thereto dated September 28, 2000 and recorded as Instrument No. 2000-34390 in said Probate Office, (iii) Third Amendment thereto dated November 20, 2000 and recorded as Instrument No. 2000-40197 in said Probate Office, (iv) Fourth Amendment thereto dated April 26, 2001 and recorded as Instrument No. 2001-16407 in said Probate Office, (v) Fifth Amendment thereto dated November 7, 2001 and recorded as Instrument No. 2001-48193 in said Probate Office, (vi) Sixth Amendment thereto dated August 22, 2002 and recorded as Instrument No. 20020823000401390 in said Probate Office, (vii) Seventh Amendment thereto dated as of September 30, 2002 and recorded as Instrument No. 20021003000479580 in said Probate Office, (viii) Eighth Amendment thereto dated as of February 20, 2003 and recorded as Instrument No. 20030220000107790 in said Probate Office, (ix) Ninth Amendment thereto dated as of April 24, 2003 and recorded as Instrument No. 20030424000253400 in said Probate Office, (x) Tenth Amendment thereto dated as of May 7, 2003 and recorded as Instrument No. 20030507000283000 in said Probate Office, (xi) Eleventh Amendment thereto dated as of October 23, 2003 and recorded as Instrument No. 20031023000711510 in said Probate Office, (xii) Twelfth Amendment thereto dated as of October 31, 2003 and recorded as Instrument No. 20031105000735500 in said Probate Office, (xiii) Thirteenth Amendment thereto dated as of January 23, 2004 and recorded as Instrument No. 20040129000047160 in said Probate Office, (xiv) Fourteenth Amendment thereto dated as of May 21, 2004 and recorded as Instrument No. 20040521000271310 in said Probate Office, (xv) Fifteenth Amendment thereto dated September 27, 2004 and recorded as Instrument No. 20040927000532560 in said Probate Office, (xvi) Sixteenth Amendment thereto dated October 13, 2006 and recorded as Instrument No. 20061013000509240 in said Probate Office, and Seventeenth Amendment thereto dated March 31, 2007 and recorded as Instrument No. 20070810000376920 in the Probate Office (collectively, with this Eighteenth Amendment, the

“Declaration”). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

Property Owner is the owner of that certain real property (the “Additional Property”) situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Subject to the terms and provisions of this Eighteenth Amendment, Property Owner desires to submit the Additional Property to all of the terms and provisions of the Declaration and the Association desires to accept the Additional Property as property which will be subjected to certain terms and provisions of the Declaration, subject to the remaining terms and provisions of this Eighteenth Amendment.

NOW, THEREFORE, in consideration of the premises, the Association and Property Owner do hereby agree as follows:

1. Subject to the terms and conditions of Paragraph 2 below, Property Owner and the Association do hereby declare that the Additional Property described in Exhibit A hereto shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, Assessments, charges, liens and regulations set forth in the Declaration, which shall be binding upon and inure to the benefit of the parties hereto and any other parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns.

2. Notwithstanding anything provided to the contrary in this Eighteenth Amendment or the Declaration, Property Owner and the Association agree that:

(a) Lot 4 and Lot 5, constituting part of the Additional Property, as described in Exhibit A hereto, shall **not** be subject to Annual Assessments or Special Assessments under the terms and provisions of the Declaration.

(b) Lot 4 and Lot 5, constituting part of the Additional Property, as described in Exhibit A hereto, shall **not** utilize any portion of the area along the easternmost boundary of the Additional Property which is designated “Buffer with 40’ Utilities Easement” on the subdivision plat for the Additional Property entitled “Legacy Meadows” and recorded in Map Book 47, Page 93 in the Probate Office (the “Subdivision Plat”), to access Legacy Drive, a private roadway.

(c) Lot 4 and Lot 5 shall only utilize the existing driveway (the “Existing Driveway”) shown on the Subdivision Plat as the means of access between Lot 4 and Lot 5 and Legacy Drive, a private roadway.



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3. All of the terms and conditions of the Declaration shall constitute covenants running with the land with respect to the Additional Property (subject to the limitations set forth in Paragraph 2 above) which shall be binding upon and inure to the benefit of Property Owner, the Association and their respective successors and assigns, forever. This Eighteenth Amendment may not be amended or modified except by a written instrument executed by the then owners of the Additional Property described in Exhibit A hereto and the Association.

[Signatures on the following pages]



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IN WITNESS WHEREOF, the Association and Property Owner have executed this Eighteenth Amendment as of the day and year first above written.

ASSOCIATION:

GREYSTONE LEGACY HOMEOWNERS' ASSOCIATION, INC., an Alabama nonprofit corporation

By: [Signature]
Printed Name: Russell Yeager
Title: President G.L. HOA

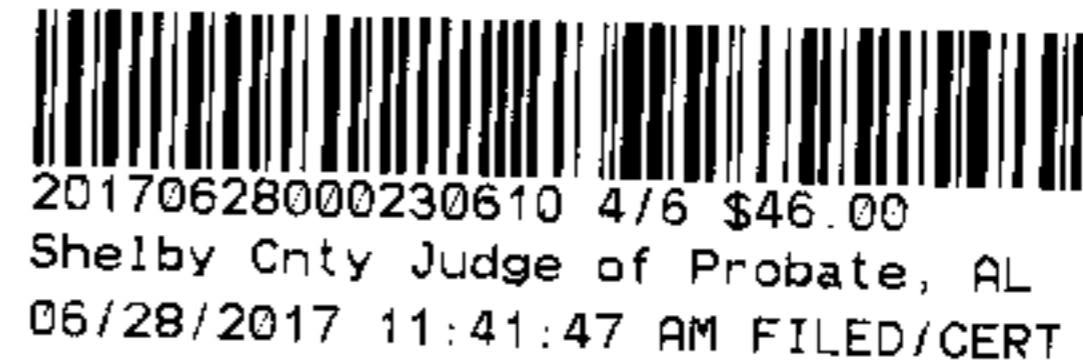
STATE OF ALABAMA

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:

SHELBY COUNTY

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I, the undersigned, a notary public in and for said county, in said state, hereby certify that Russell Yeager, whose name as Wendi Yeager of GREYSTONE LEGACY HOMEOWNERS' 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 nonprofit corporation.

Given under my hand and official seal this 19th day of June, 2017.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: 2/2021

PROPERTY OWNER

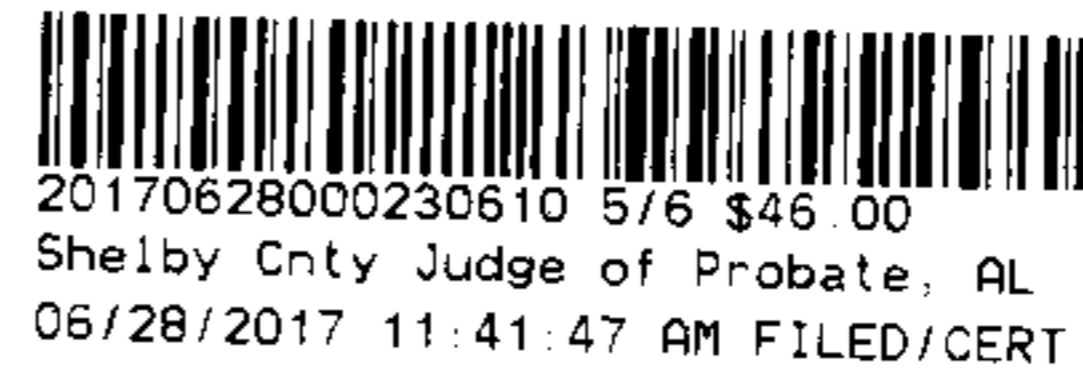
**GILBERT FAMILY PARTNERSHIP,
LTD.,** an Alabama limited partnership

By: Hwy 9, LLC, an Alabama limited
liability company, Its General
Partner

By: Randolph H. Gilbert
Randolph H Gilbert,
Its Sole Member

STATE OF ALABAMA)

SHELBY COUNTY)



I, the undersigned, a notary public in and for said county, in said state, hereby certify that Randolph H Gilbert, whose name as Sole Member of HWY 9, LLC, an Alabama limited liability company, which is the General Partner of GILBERT FAMILY PARTNERSHIP, LTD., an Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such sole member and with full authority, executed the same voluntarily for and as the act of said limited liability company in its capacity as General Partner of the aforesaid limited partnership.

Given under my hand and official seal this 16th day of June, 2017.

Nikki Matherson

[NOTARIAL SEAL]

My commission expires

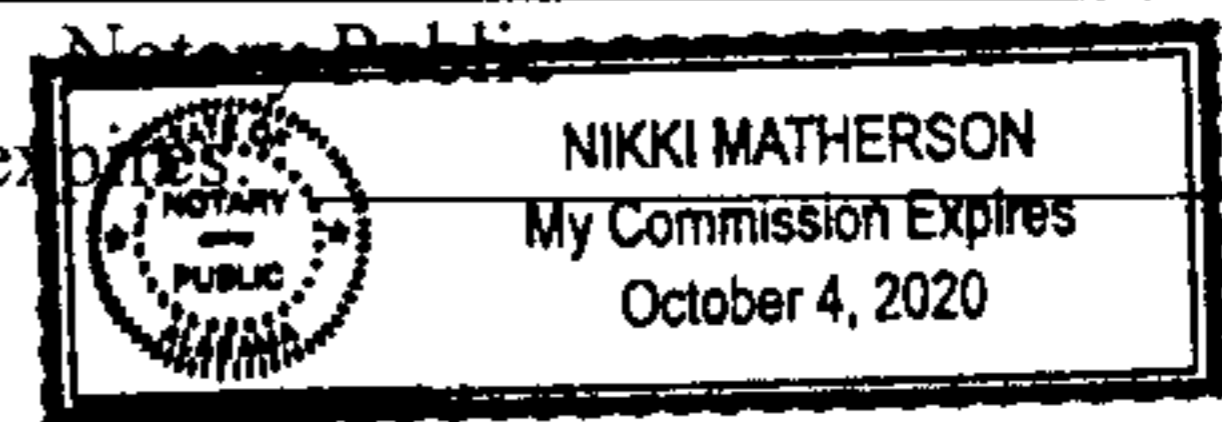


EXHIBIT A

Legal Description of Additional Property

Lots 1, 2, 3, 4, and 5, according to the subdivision plat for Legacy Meadows, as recorded in Map Book 47, Page 93 in the Office of the Judge of Probate of Shelby County, Alabama.



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