

Document Prepared By:
Raymond P. Fitzpatrick, Jr.
1200 Corporate Dr., Ste. 105
Birmingham, AL 35242

AGREEMENT AND RESTRICTIVE COVENANT

Whereas, Michael S. Reynolds and Kimberly R. Reynolds (hereinafter referred to as “Owners”) are the Owners of the following described real property:

PARCEL I – Lot 20-A, according to the Resurvey of Lots 20, 22, 23, and 24 of the Amended Map of Greystone First Sector, Phase VII, as recorded in Map Book 19, Page 55, in the Probate Office of Shelby County, Alabama.

PARCEL II – Lot 22-A, according to the Resurvey of Lots 20, 22, 23, and 24 of the Amended Map of Greystone First Sector, Phase VII, as recorded in Map Book 19, Page 55, in the Probate Office of Shelby County, Alabama.

as acquired by Warranty Deed recorded as Inst. 2017004000361870 in the Office of the Probate Judge of Shelby County, Alabama; and

Whereas said Parcel I and Parcel II are subject to the Greystone Residential Declaration of Covenants, Conditions and Restrictions as recorded at Real 317, pages 260, *et seq.*, as amended to Date (the “Declaration”) and terms defined in the Declaration are adopted in this Agreement; and

Whereas, said Parcel I and Parcel II are adjoining, Parcel I has been improved by the construction of a single-family Dwelling and there has been no Dwelling constructed on Parcel II; and

Whereas, Owners desire to construct a swimming pool and sport court on that portion of the land which includes the property line between Parcel I and Parcel II as depicted on the drawing annexed as Exhibit A (hereinafter the “Improvements”); and

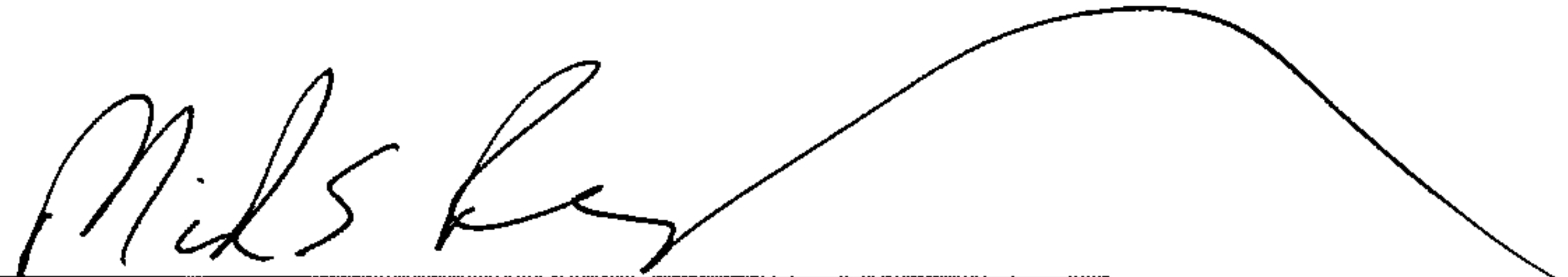
Whereas, the construction of the said Improvements on the property line between the two Lots would otherwise violate the set back requirements and other provisions of the Declaration; and

Whereas, the Architectural Review Committee and the Board of the Greystone Residential Association, Inc. have approved the proposed construction of the Improvements subject to entry into this Agreement and Restrictive Covenant;

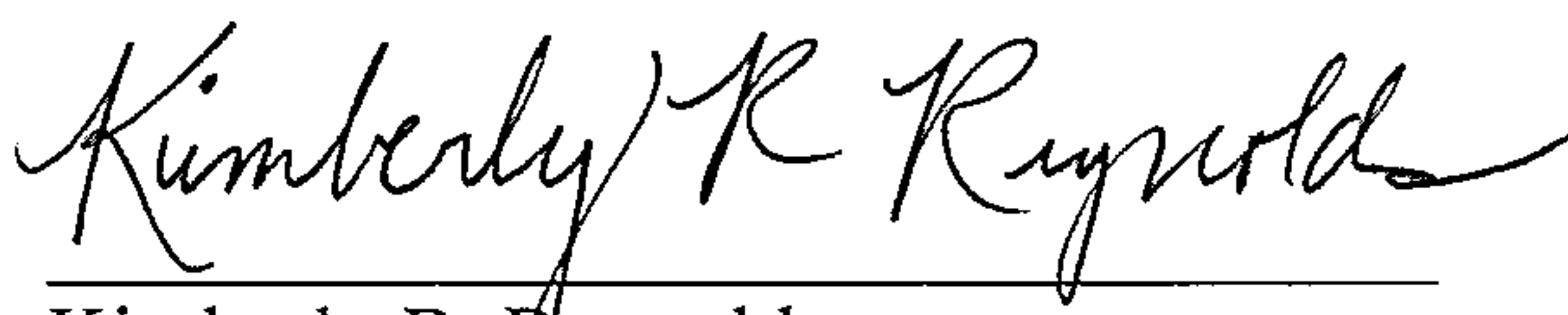
Now, therefore, it is agreed that:

1. Pursuant to section 6.30 of the Declaration, the Owners are authorized to construct the proposed Improvements as depicted on Exhibit A subject to the conditions and restrictions as provided in this Agreement.
2. In the event that Parcel I and Parcel II cease to have identical ownership, the authorization shall be terminated and the said Improvements must be demolished and removed in their entirety at the expense of the Owners.
3. No dwelling shall be constructed on Parcel II while the Improvements remain on the Subject Property. In the event the Owners or their successors desire to construct a dwelling on Parcel II, the Improvements must be demolished and removed in their entirety at the expense of the Owners.
4. Nothing herein shall constitute a consolidation of Lots under the Declaration. Parcel I and Parcel II shall continue to be separate Lots as defined by the Declaration.
5. The provisions of this Agreement and Restrictive Covenant shall be covenants running with the land and are binding on the Owners, their successors and assigns.
6. This Agreement and Restrictive Covenant shall be enforceable by the Greystone Residential Association, Inc. and the Architectural Review Committee by all remedies provided for in the Declaration or as otherwise permitted by law or equity.
7. Nothing herein constitutes a waiver of any other agreement, covenant or applicable restriction other than as provided herein pursuant to or authorized by the Declaration.

This 31 day of July 2020.



Michael S. Reynolds
Owner

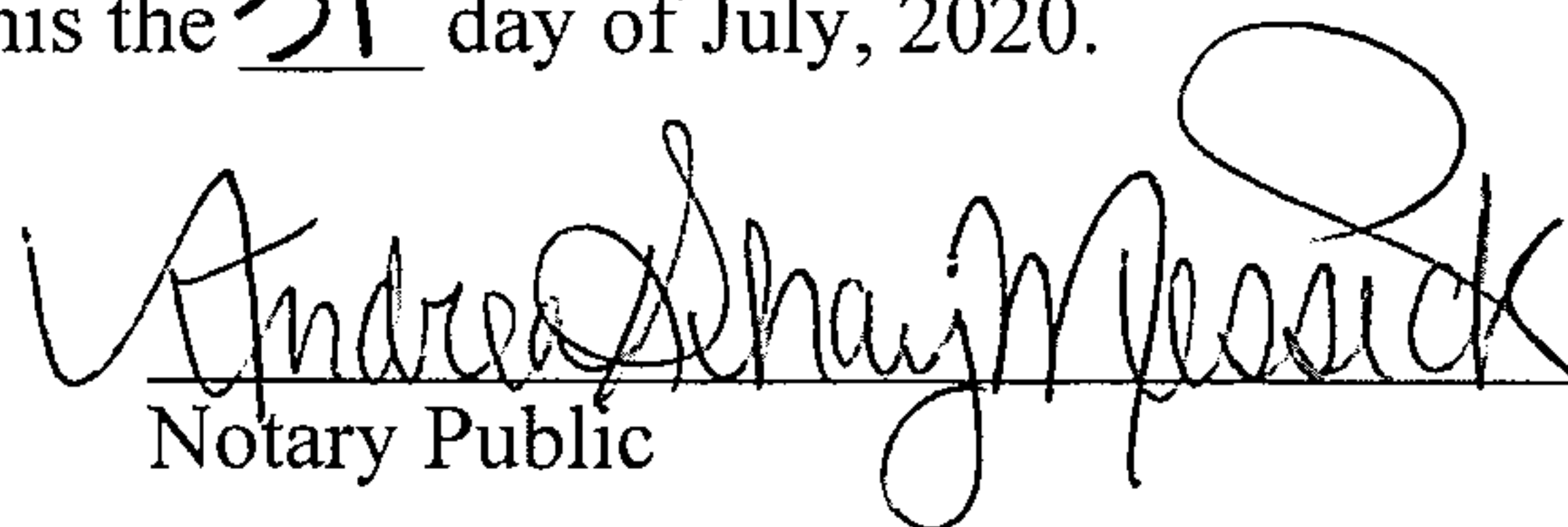


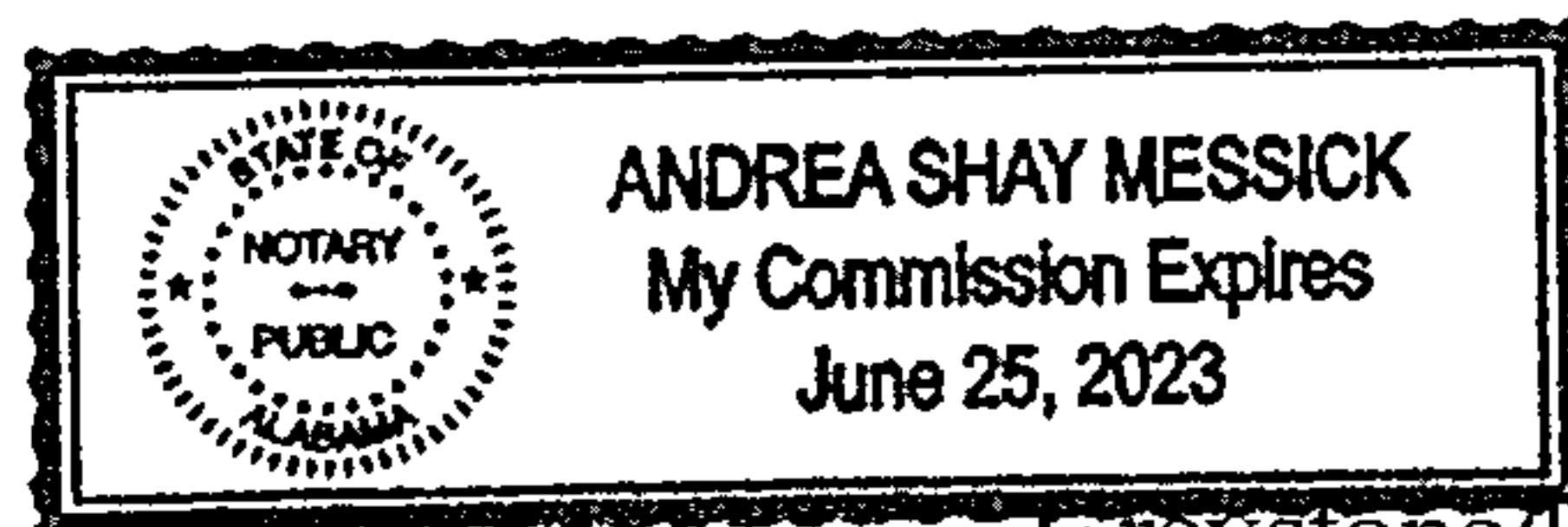
Kimberly R. Reynolds
Owner

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MICHAEL S. REYNOLDS and KIMBERLY R. REYNOLDS whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me this day, that, being informed of the contents of the said instrument, he/she/they executed the same voluntarily on the day the same bears date.

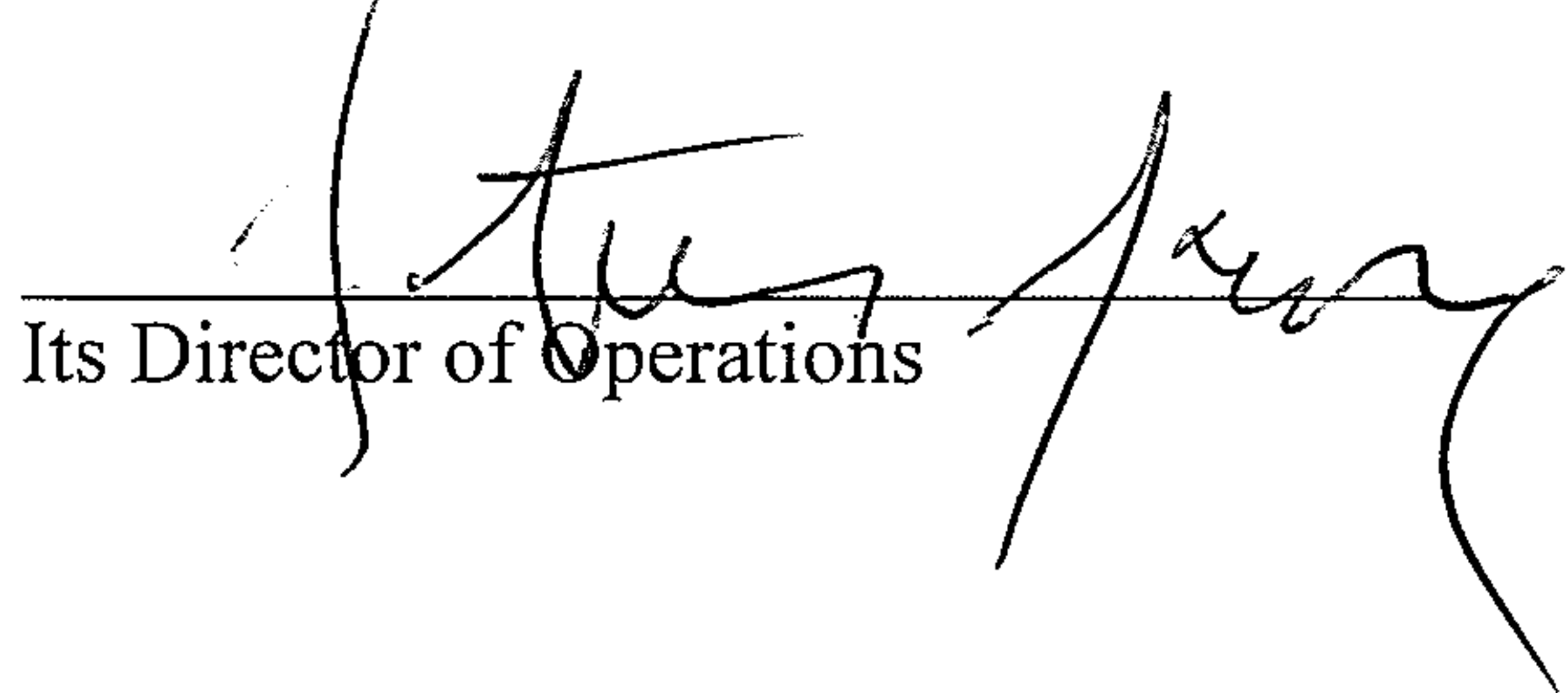
Given under my hand and official seal, this the 31 day of July, 2020.


Notary Public



Greystone Residential Association, Inc.

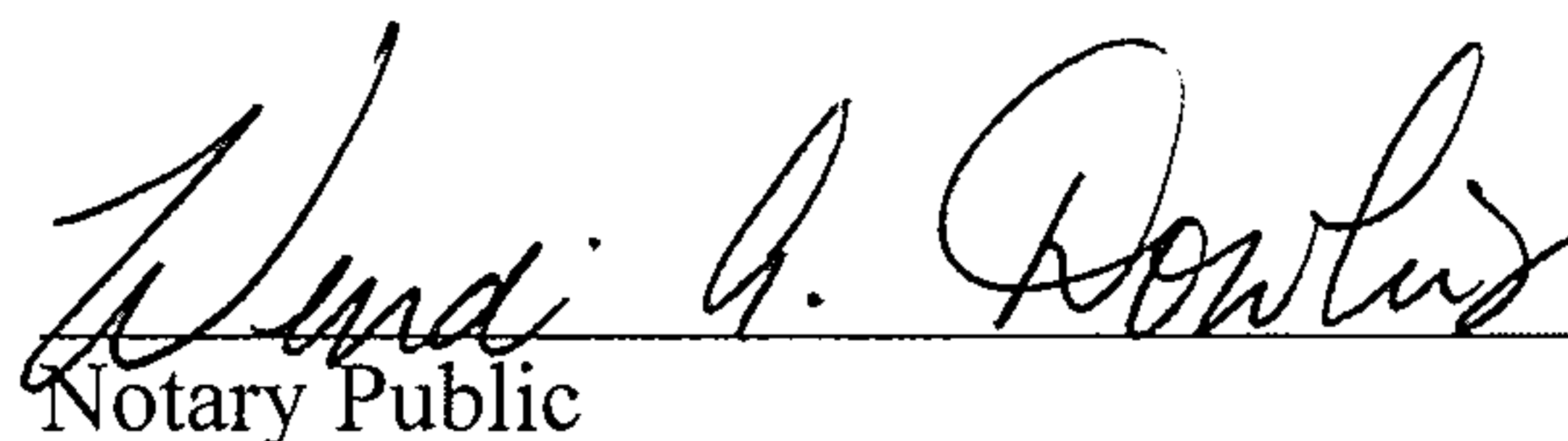
By:


Its Director of Operations

STATE OF ALABAMA
COUNTY OF SHELBY

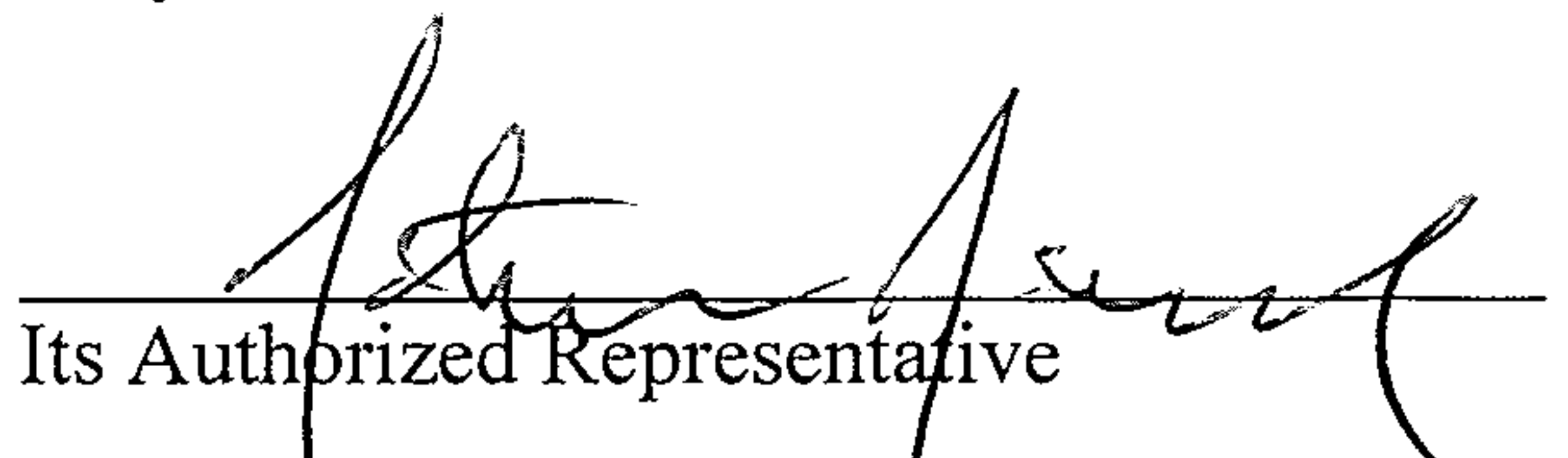
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Steve Janney whose name(s) is signed to the foregoing instrument as Director of Operations for Greystone Residential Association, Inc., and who is known to me, acknowledged before me this day, that, being informed of the contents of the said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 31 day of July, 2020.


Notary Public

Greystone Architectural Review Committee

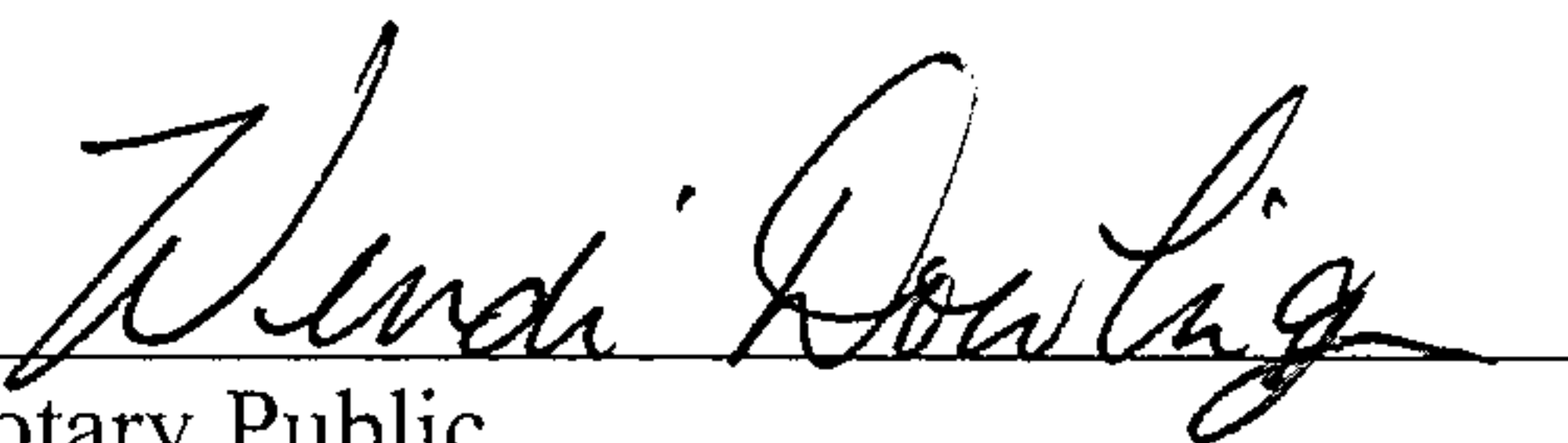
By:


Its Authorized Representative

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Steve Janney whose name is signed to the foregoing instrument as Authorized Representative for Greystone Architectural Review Committee, and who is known to me, acknowledged before me this day, that, being informed of the contents of the said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 31 day of July, 2020.



Notary Public

Allen S. Beryl

☐ SITE PLAN ☐ ARCHITECTURAL PRINTS
☐ COLORS ☐ MATERIALS ☐ ACCESSORIES

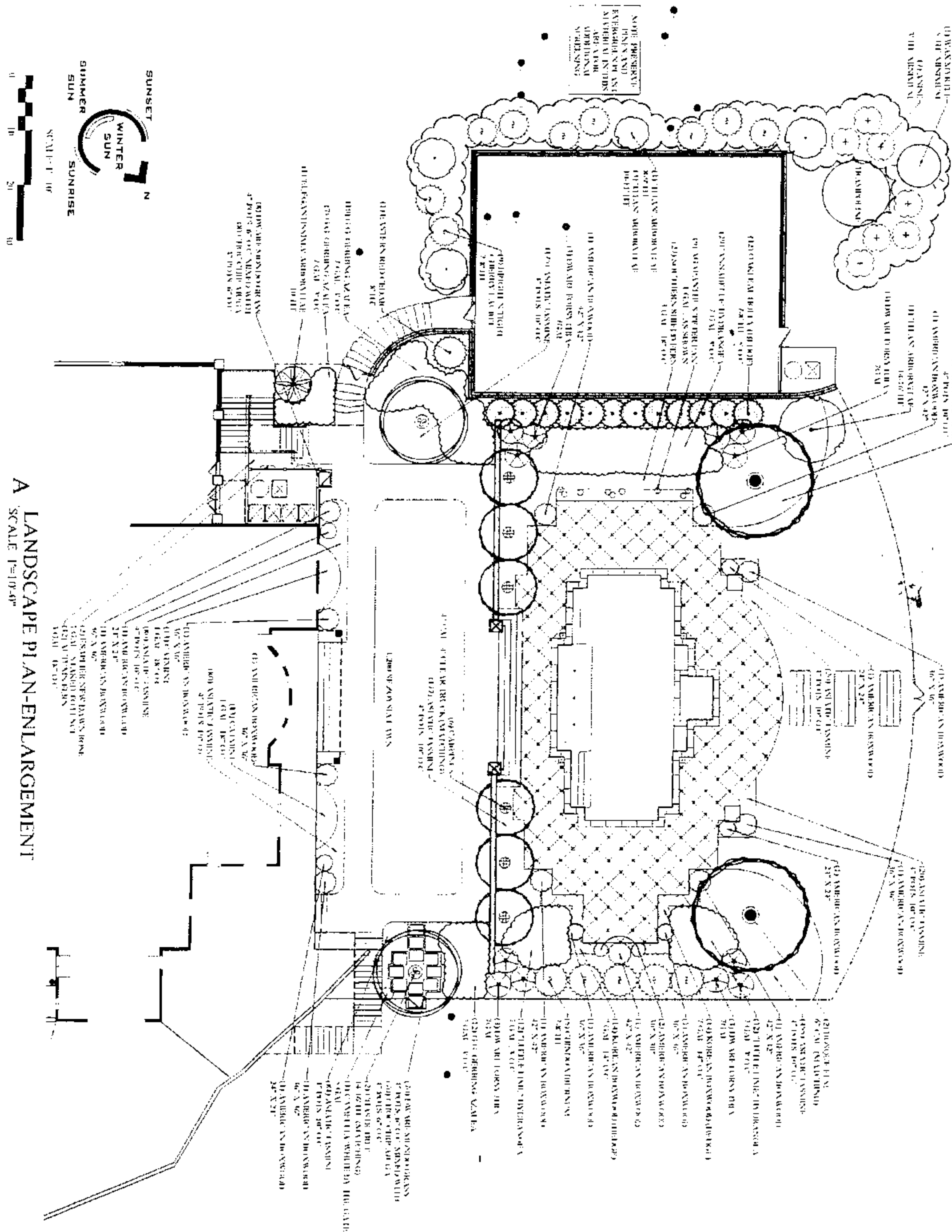
INVESTIGATION OF THE EFFECTS OF THE

APPROVED
LAND SCARS: 12/2/77

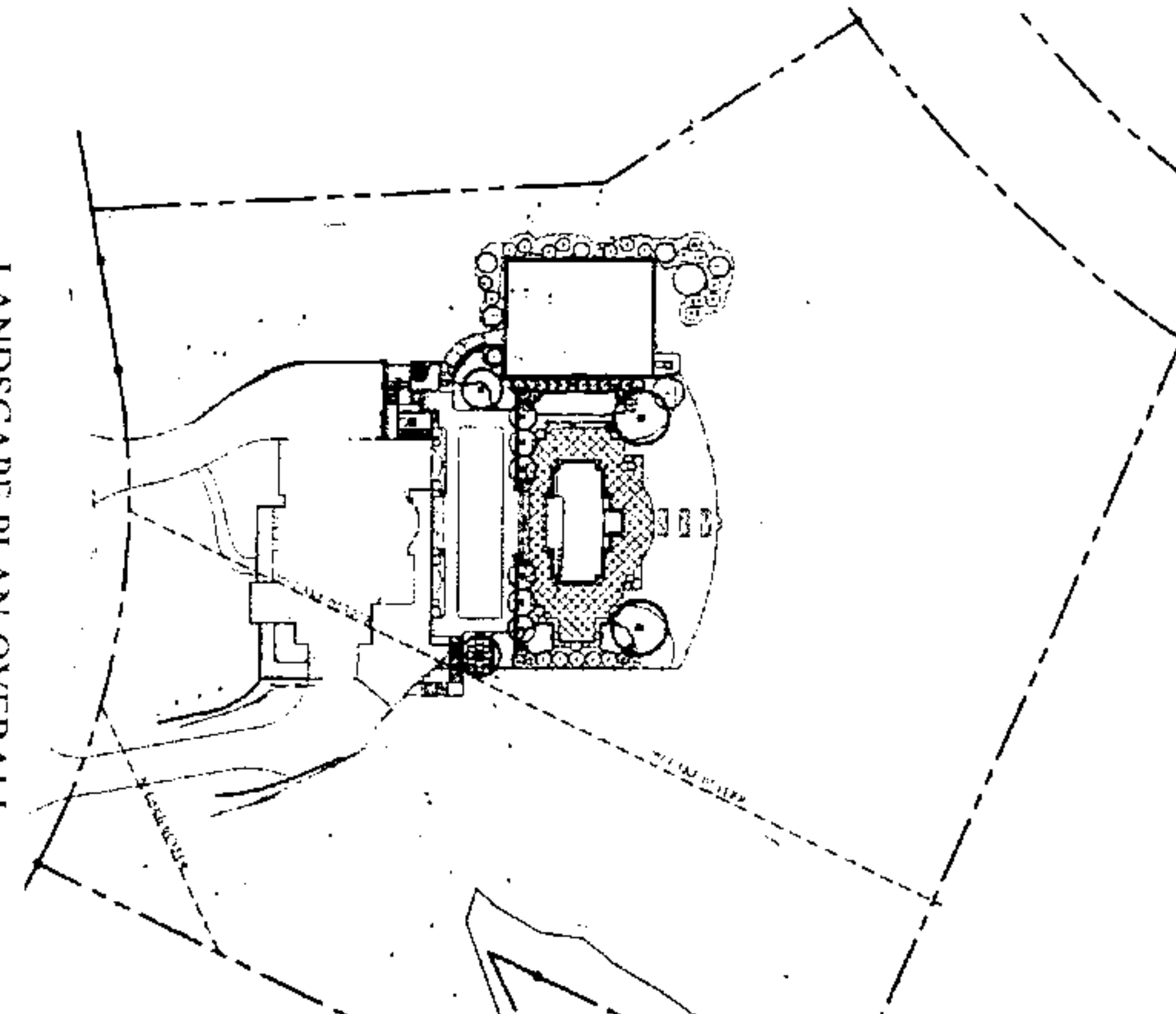
UNAPPROVED AS NOTED

DATE 4-24-77

BY: _____



A LANDSCAPE PLAN-ENLARGEMENT SCALE 1"=10'-0"



B LANDSCAPE PLAN-OVERALL
SCALE: 1"=50'

[illegible]