

STATE OF ALABAMA)
:
SHELBY COUNTY)

This Instrument prepared by:
Frank C. Galloway III
GALLOWAY, SCOTT & HANCOCK, LLC
2200 Woodcrest Place, Suite 310
Birmingham, AL 35209

DECLARATION OF RESTRICTIVE COVENANT

COMES NOW the undersigned Ann Doss Turley, the owner of the real property located at 1289 Greystone Parc Drive, Birmingham, AL 35242 (the "Turley Property"), which is more particularly described on the attached Exhibit A, and her husband, Donald Lane Turley¹ and do hereby execute this covenant which shall burden the Turley Property, in favor of the owner of the adjoining real property located at 1289 Greystone Parc Drive in Shelby County, Alabama (the "Gordon Property" which is more particularly described on the attached Exhibit A) and which covenant shall not run with the land. The Turleys are collectively referred to hereinafter as the "Declarants" and hereby issue and declare the following restrictive covenant that encumbers the Gordon Property:

1. In consideration of a pro tanto settlement of a lawsuit filed by Sarah C. Gordon in the Circuit Court of Shelby County, Alabama (CV 2018-901131), the receipt and sufficiency of such pro tanto settlement is acknowledged, Declarants hereby burden the Turley Property with a restrictive covenant that the current drainage conditions on the Turley Property are to remain in place going forward and they may not be altered in any manner without the written agreement of the then-owners of the Turley Property and the Gordon Property.

2. Declarants acknowledge that in reliance of this Restrictive Covenant, Sarah C. Gordon is undertaking to fix drainage problems her property is experiencing.

3. This Restrictive Covenant shall not run with the land and is binding upon the Declarants, but is not binding on their heirs and assigns, and may not be amended without the written consent of the then-owners of the Turley Property and the Gordon Property.

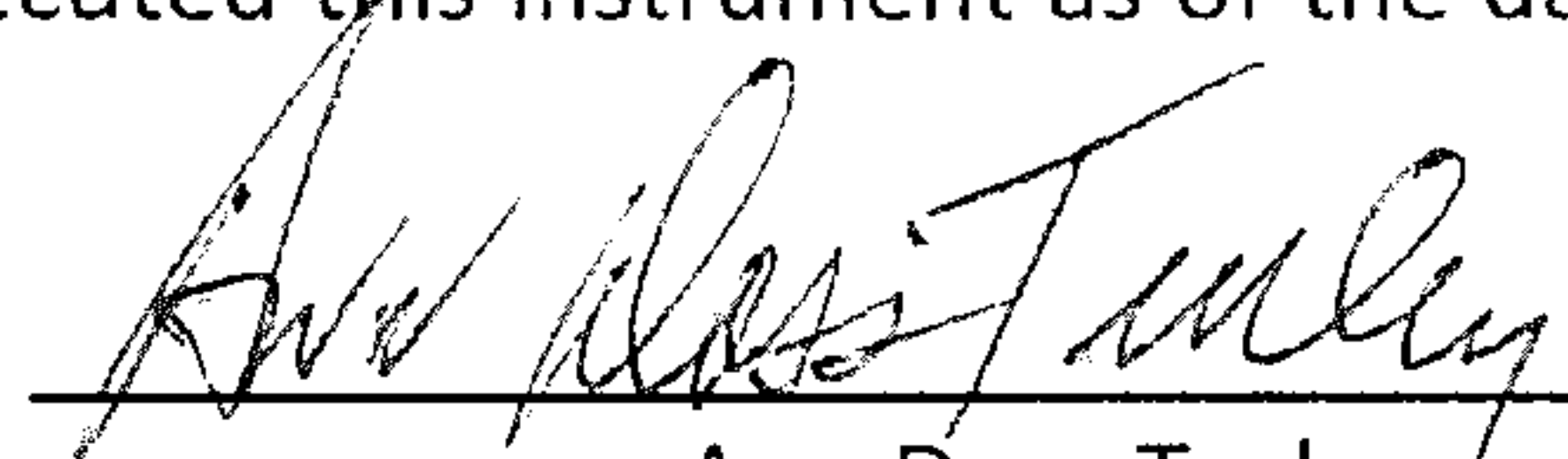
¹ Record title to the Turley Property is solely in the name of Anne Doss Turley, but both of the Turleys are executing this instrument as it serves as a residence for both.

4. Declarants acknowledge that this instrument was negotiated by them and Sarah C. Gordon and will not be construed against any drafter hereof.

5. This Restrictive Covenant is entered into in the State of Alabama and is intended to be performed in the State of Alabama. The substantive laws of the State of Alabama shall govern the validity, construction, enforcement and interpretation of this Restrictive Covenant.

6. If any provision or any part of any provision of this Restrictive Covenant is held to be invalid, unenforceable or contrary to any public policy, law, statute, or ordinance, then the remainder of this Restrictive Covenant shall not be affected thereby and shall remain valid and fully enforceable.

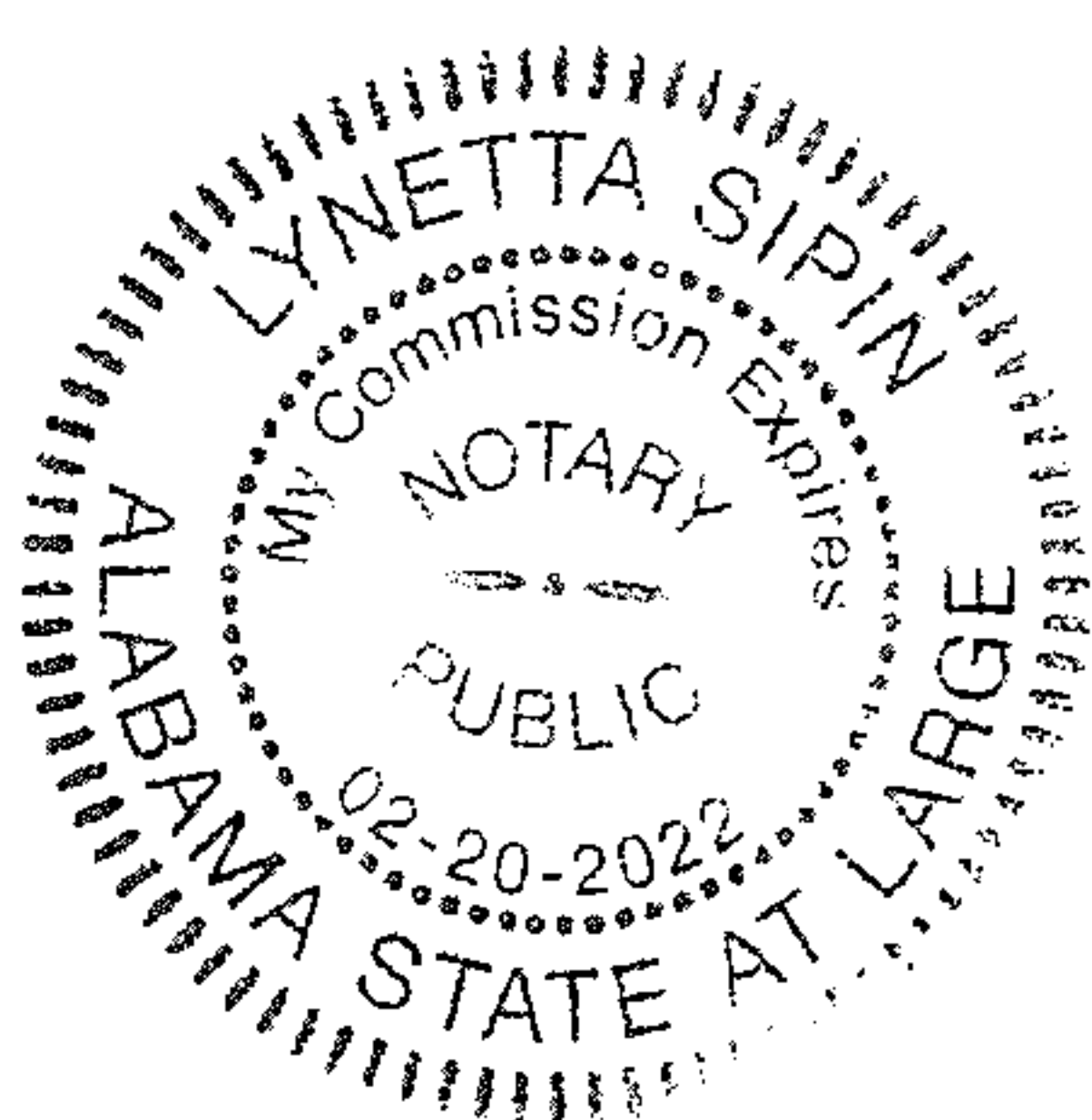
IN WITNESS WHEREOF, we have executed this instrument as of the day and year first above written.


Ann Doss Turley

STATE OF Alabama)
: Jefferson COUNTY)

I, the undersigned notary for said County and in said State, hereby certify that Ann Doss Turley, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my official hand and seal this the 20 day of October, 2020.





Notary Public
My Commission Expires: 2-20-2022

EXHIBIT A

The Turley Property:

Lot 30, according to the Survey of The Parc of Greystone, as recorded in Map Book 32, Page 42 A, B and C, in the Probate Office of Shelby County, Alabama

The Gordon Property:

Lot 29, according to the Survey of The Parc of Greystone, as recorded in Map Book 32, Page 42 A, B and C, in the Probate Office of Shelby County, Alabama



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Alvin S. Bayl