

This instrument prepared by, and
upon recording should be returned to:

Bradley G. Siegal, Esq.
Maynard, Cooper & Gale, P.C.
1901 6th Avenue North, Suite 1700
Birmingham, AL 35203



20211027000520470 1/3 \$32.00
Shelby Cnty Judge of Probate, AL
10/27/2021 10:20:56 AM FILED/CERT

STATE OF ALABAMA)

COUNTY OF SHELBY)

**FOURTH AMENDMENT TO GREYSTONE COMMERCIAL DECLARATION OF
COVENANTS CONDITIONS AND RESTRICTIONS**

**THIS FOURTH AMENDMENT TO GREYSTONE COMMERCIAL
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Fourth
Amendment") is made and entered into as of the 26th day of October, 2021 by EBSCO
INDUSTRIES, INC., a Delaware corporation (herein referred to as "EBSCO" or "Developer").

RECITALS

WHEREAS, Daniel Oak Mountain Limited Partnership, as Developer, executed that certain Greystone Commercial Declaration of Covenants, Conditions and Restrictions dated October 16, 1990 which is recorded in Book 314, Page 506 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by that certain First Amendment thereto dated July 14, 1995 and recorded in Instrument #1996-00531 in said Probate Office, and as further amended by that certain Second Amendment thereto dated July 14, 1995 and recorded in Instrument #1996-00532 in said Probate Office, and as further amended by that certain Third Amendment thereto dated November 30, 2000 and recorded in Instrument #2000-38942 in said Probate Office (collectively, the "Declaration"); and,

WHEREAS, Daniel Oak Mountain Limited Partnership assigned its rights as Developer under the Declaration to Daniel Realty Company by that certain Assignment of Developer Rights dated August 20, 2001 and recorded in Instrument #2001-35832 in the Office of the Judge of Probate of Shelby County, Alabama, and Daniel Realty Company assigned its rights as Developer under the Declaration to EBSCO, and EBSCO assumed such rights, by that certain Assignment and Assumption of Developer Rights dated May 5, 2016 and recorded in Instrument #20160512000163130 in said Probate Office; and,

October 1, 2021
of Shelby County, Alabama, and recorded in
1995 and recorded in Instrument #1996-00531
and recorded in Instrument #1996-00532
and recorded in Instrument #2000-38942
06154883.3



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WHEREAS, Developer desires to amend the Declaration to modify certain restrictions regarding fences and pets and animals with respect to that certain Lot subject to the Declaration and identified as "Lot 9" herein, subject to and in accordance with the terms and conditions of this Fourth Amendment.

NOW, THEREFORE, pursuant to the provisions of Section 9.02 of the Declaration, Developer hereby declares and amends the Declaration as follows:

1. **Fences**. Section 5.11 of the Declaration is hereby amended and restated to read, in its entirety, as follows:

5.11 **Fences**. Unless approved by Developer, no fence, whether of chain link, vinyl coating, wood, metal, brick, wire or other material, shall be permitted within the development except for maintenance areas (and then, only as approved by Developer). The type of materials utilized for (including the color thereof) and the location of all fences must be approved by Developer. Notwithstanding the foregoing, Developer approval shall not be required regarding internal, non-perimeter fences on that certain Lot described as Lot 9, according to the survey of Tattersall Park Resurvey No. 8, as recorded in Map Book 54, page 48, in the Probate Office of Shelby County, Alabama ("Lot 9"); provided, that all perimeter fencing on Lot 9 shall be subject to the architectural review provisions set forth in Article IV of this Declaration.

2. **Pets and Animals**. Section 5.17 of the Declaration is hereby amended and restated to read, in its entirety, as follows:

5.17 **Pets and Animals**. No animals, pets, livestock, birds or poultry of any kind shall be kept, raised or bred by any Owner upon any portion of the Development; provided, however, that the foregoing restriction shall not prohibit the operation on Lot 9 of a business, facility, clinic or hospital offering pet boarding, pet daycare, pet grooming, pet training and/or veterinary services.

3. **Capitalized Terms**. Capitalized terms used in this Fourth Amendment but not specifically defined herein shall have the meanings attributed to such terms in the Declaration.

4. **Full Force and Effect**. Except as specifically modified and amended herein, all of the terms and provisions of the Declaration shall remain in full force and effect and are hereby ratified, confirmed and approved by the parties hereto.

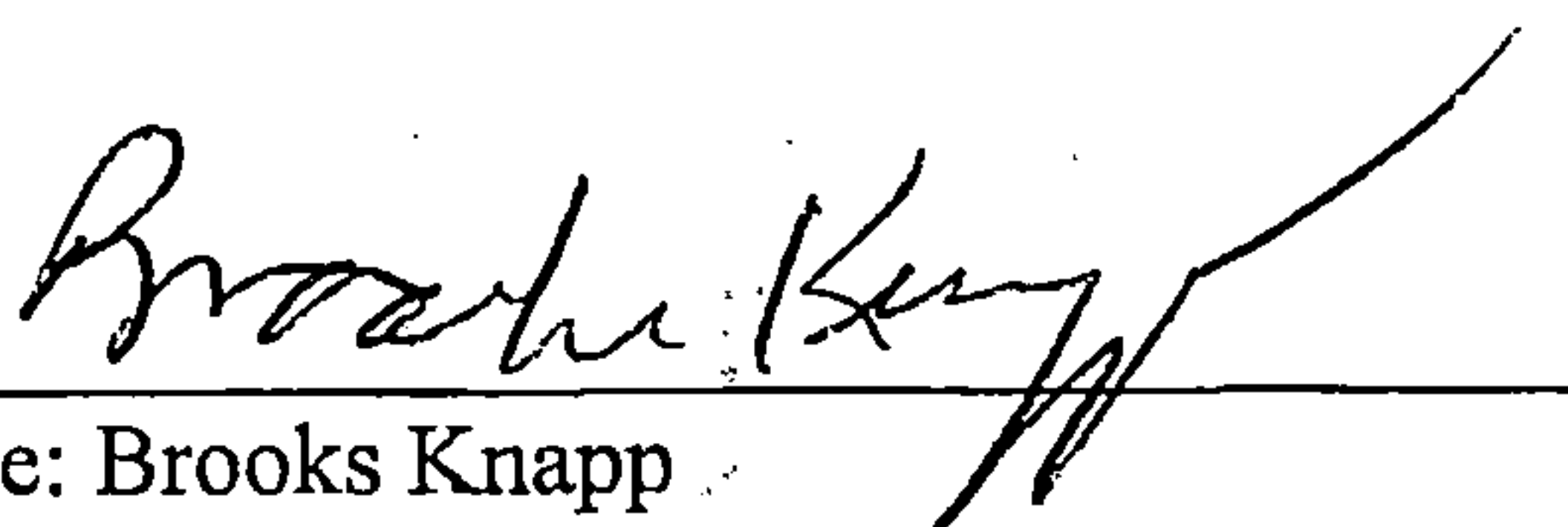
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IN WITNESS WHEREOF, Developer has executed this Fourth Amendment as of the day and year first above written.

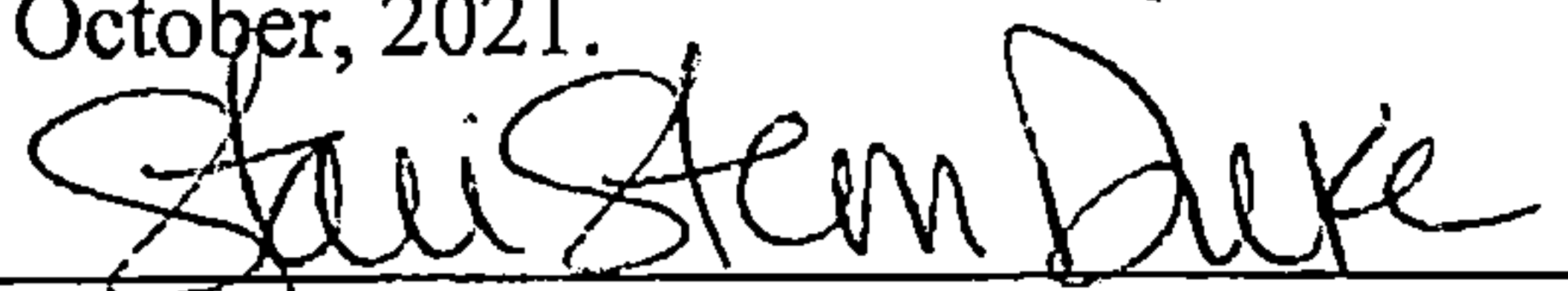
EBSCO INDUSTRIES, INC.,
a Delaware corporation

By: 
Name: Brooks Knapp
Its: Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brooks Knapp whose name as Vice President of EBSCO INDUSTRIES, INC., a Delaware 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 corporation, as aforesaid.

Given under my hand this 20th day of October, 2021.


Notary Public
My Commission Expires: 9/6/2023

