

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

**EIGHTH AMENDMENT TO THE CREST AT GREYSTONE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS EIGHTH AMENDMENT TO THE CREST AT GREYSTONE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this
“Amendment”) is made and entered into as of the 23rd day of February, 2023 by those Owners, as
hereinafter defined.

RECITALS:

Daniel Oak Mountain Limited Partnership, an Alabama limited partnership (“Developer”) has heretofore executed The Crest at Greystone Declaration of Covenants, Conditions and Restrictions dated October 2, 1992 which has been recorded as Instrument #1992-22103 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 3, 1994 and recorded as Instrument #1994-03752 in the Probate Office, (ii) Second Amendment thereto dated January 10, 1995 and recorded as Instrument #1995-00941 in the Probate Office, (iii) Third Amendment thereto dated October 25, 1995 and recorded as Instrument #1995-32703 in the Probate Office, (iv) Fourth Amendment thereto dated as of August 22, 2001 and recorded as Instrument #2001-38397 in the Probate Office, (v) Fifth Amendment thereto dated as of September 3, 2003 and recorded as Instrument No. 20030910000608050 in the Probate Office, (vi) Sixth Amendment thereto dated January 20, 2004 and recorded as Instrument No. 20040123000039500 in the Probate Office, AND (vii) Seventh Amendment thereto dated as of February 23, 2023 and recorded as Instrument No. ~~20230228000055190~~ in the Probate Office (collectively, the “Declaration”). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

Developer is no longer the owner of any real property subject to the Declaration and, accordingly, pursuant to the terms and provisions of Section 10.03 of the Declaration, any amendments to the Declaration may be adopted and approved by the Owners holding at least two-thirds (2/3rd) of the total votes in the Association.

Contemporaneously herewith, those Owners constituting seventy-three and sixty-eight hundredths percent (73.68%) of all of the Owners of the Property subject to the Declaration, have agreed to amend the Declaration as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners do hereby amend the Declaration as follows:

1. Construction of Improvements. Section 6.28 of the Declaration is amended by adding the following thereto as Section 6.28(g):

“(g) Notwithstanding anything provided to the contrary in this Declaration, all Dwellings to be constructed on any Lot within the Property after January 1, 2023 must be constructed for occupancy of the same by the Owner of such Lot and cannot be constructed as a speculative home. In no event shall any speculative homes be built within any of the Property after January 1, 2023.”

2. Full Force and Effect. Except as expressly 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 Owners.

IN WITNESS WHEREOF, the undersigned Owners, whose signature pages are attached hereto, have voted to approve the foregoing Amendment at a duly constituted meeting of the Owners held pursuant to the terms and provisions of the Bylaws of the Association.

SIGNATURE PAGE

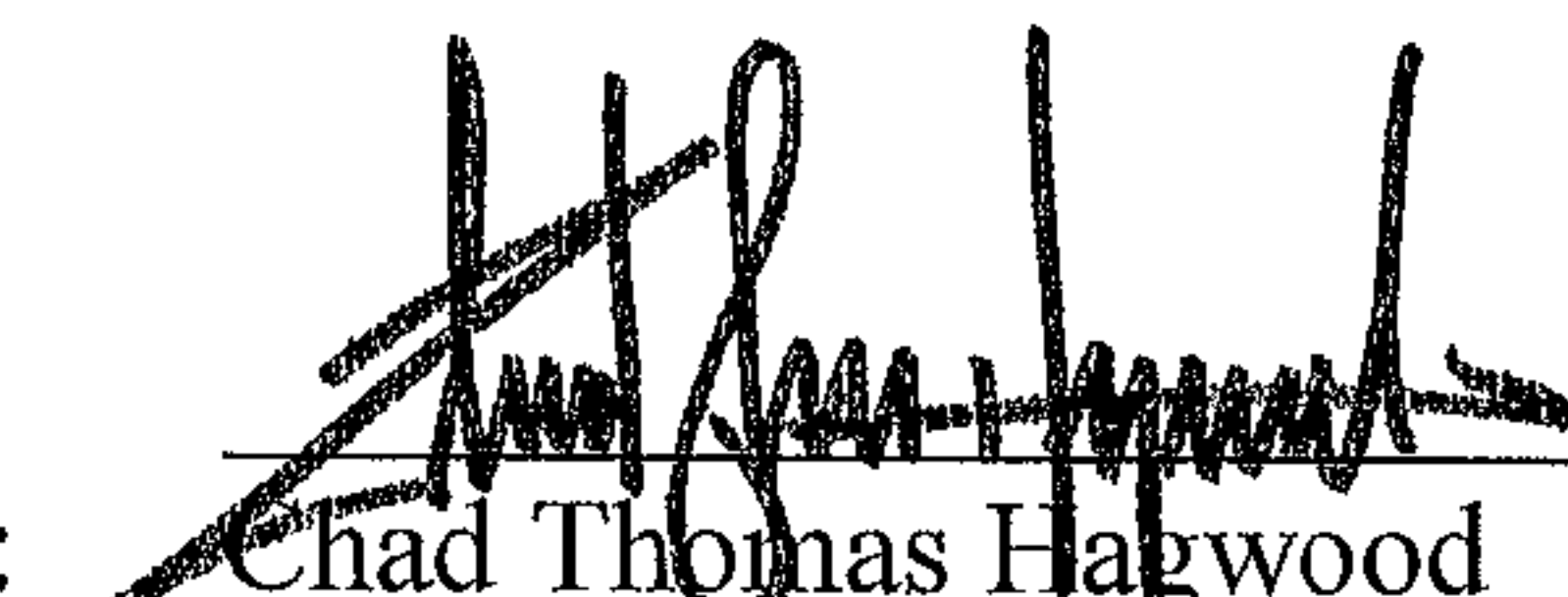
The Crest at Greystone Association, Inc. on behalf of those Owners of Lots, according to the Survey of The Crest at Greystone, as recorded in Map Book 16, Page 108 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by Amended Map of The Crest at Greystone, as recorded in Map Book 18, Page 17 in the Office of the Judge of Probate of Shelby County, Alabama does hereby join in the execution of, and does hereby consent to and approve of, the foregoing Eighth Amendment to The Crest at Greystone Declaration of Covenants, Conditions and Restrictions.

DATED this 27 day of February, 2023.

Address:

The Crest at Greystone Association, Inc.

c/o Southern Property Management Group
2120 16th Avenue South
Birmingham, Alabama 35205

By: 
Its: Chad Thomas Hagwood
President

STATE OF ALABAMA)
COUNTY OF Shelby)

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

Given under my hand and official seal on this 27th day of February, 2023.


Notary Public

[NOTARIAL SEAL]

My Commission expires: MY COMMISSION EXPIRES JULY 29, 2024



STATE OF ALABAMA)
COUNTY OF SHELBY)

CHAD HAGWOOD'S AFFIDAVIT

COMES NOW the Affiant and, after being duly sworn, testifies as follows:

1. My name is Chad Hagwood. I am over the age of nineteen (19) years, am competent to testify to the matters discussed herein, and have personal knowledge of the matters testified to herein.

2. I am currently the duly elected President of The Crest at Greystone Association, Inc. (the "Association").

3. On February 23, 2023, the Association is scheduled to hold its Annual Homeowners Meeting, wherein the Association's Homeowners will vote on, among other things, the proposed Seventh Amendment and Eighth Amendment to The Crest at Greystone Declaration of Covenants, Conditions and Restrictions dated October 2, 1992 (the "Covenants").

4. Pursuant to Paragraph 2.05 of the of the Bylaws of the Association, I, as the President of the Association, provided written notice of the Association's Annual Homeowners Meeting, scheduled for Thursday, February 23, 2023 at 5:30 pm in the Trophy Room at Greystone Country Club, to all the Association's Homeowners on February 7, 2023, by personally depositing the Annual Meeting Notice and proxy votes for the Association's Seventh Amendment and Eighth Amendment to the Covenants in the United States mail to each Association Homeowner, addressed to the Homeowner at the address appearing on the books of the Association, with postage prepaid.

FURTHER AFFIANT SAYETH NOT


Chad Hagwood

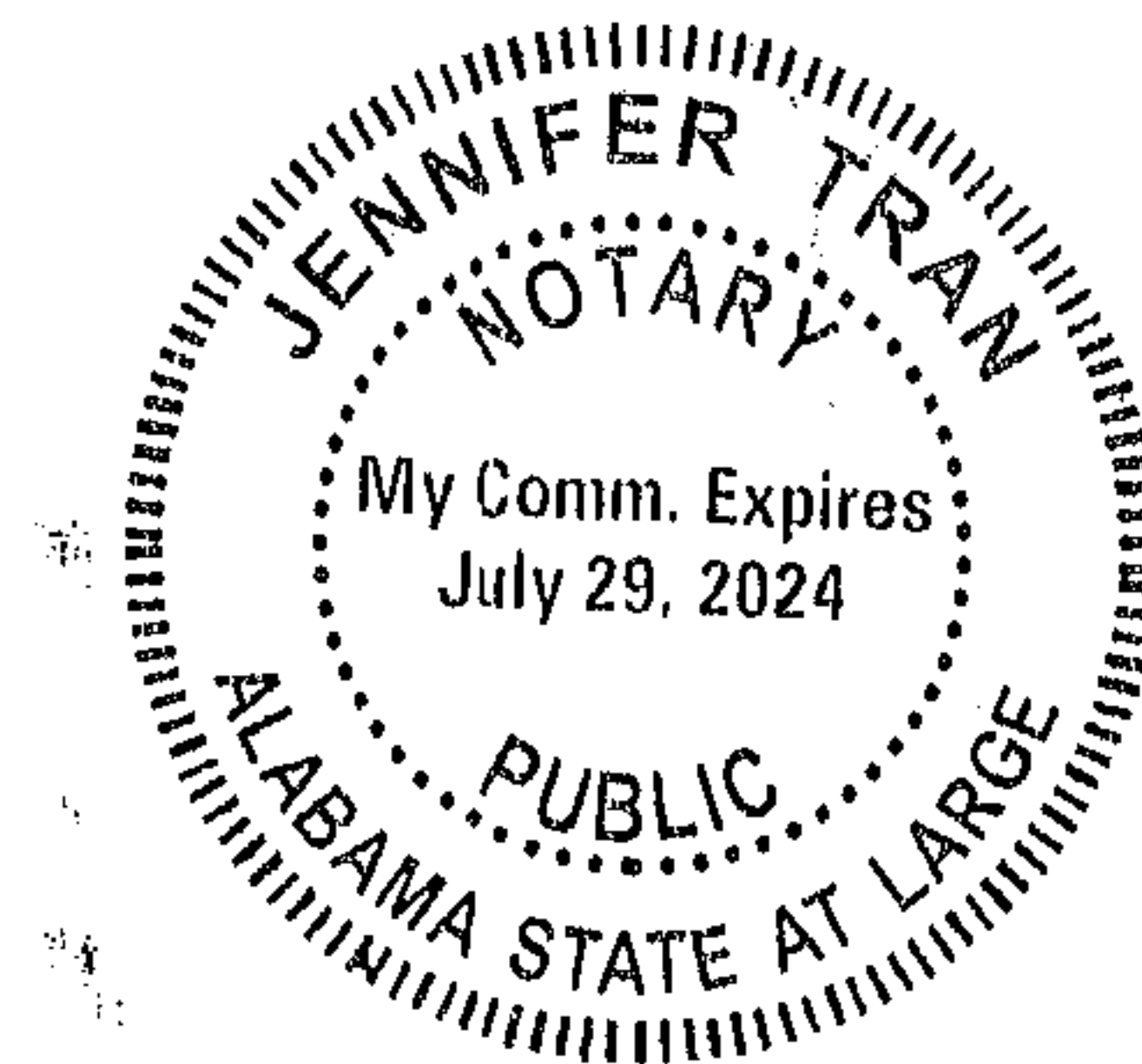
STATE OF ALABAMA)
COUNTY OF SHELBY)

Before me, a Notary Public, personally appeared Chad Hagwood, as the duly elected President of The Crest at Greystone Association, Inc., on this 27th day of February, 2023, and who, after being informed of the contents of the above, affirmed that it is true and accurate to the best of his knowledge.


NOTARY PUBLIC

MY COMMISSION EXPIRES JULY 29, 2024

My commission expires: _____



STATE OF ALABAMA)
COUNTY OF SHELBY)

CHAD HAGWOOD'S AFFIDAVIT

COMES NOW the Affiant and, after being duly sworn, testifies as follows:

1. My name is Chad Hagwood. I am over the age of nineteen (19) years, am competent to testify to the matters discussed herein, and have personal knowledge of the matters testified to herein.

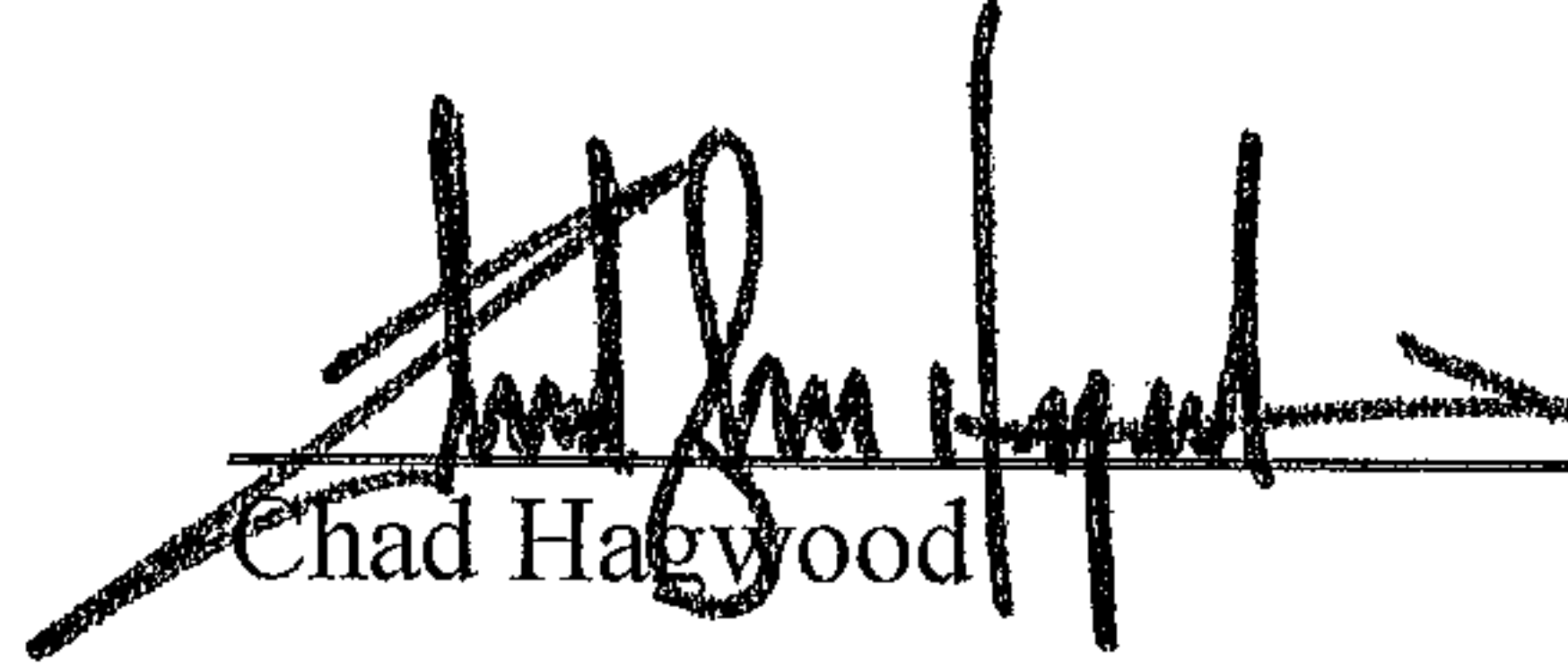
2. I am the duly elected President of The Crest at Greystone Association, Inc. (the "Association").

3. On February 23, 2023, the Association held its Annual Homeowners Meeting, wherein the Association's Homeowners voted on the proposed Seventh Amendment (attached hereto as A) and Eighth Amendment (attached hereto as B). to The Crest at Greystone Declaration of Covenants, Conditions and Restrictions dated October 2, 1992 (the "Covenants").

4. Pursuant to Paragraphs 10.03(a)-(b) of the Covenants, the Seventh Amendment and Eight Amendment both passed with at least two-thirds (2/3) approval votes ("YES") from the total outstanding votes in the Association, to be effective as of the date of this recordation in the Probate Office of Shelby County, Alabama.

5. Pursuant to Paragraph 10.03(b), I, as the duly elected President of The Crest at Greystone Association, Inc., submit this sworn statement that the agreement of the requisite number of Association Owners was lawfully obtained (by ballot votes and proxy votes) to approve the Seventh Amendment and Eighth Amendment (each attached hereto).

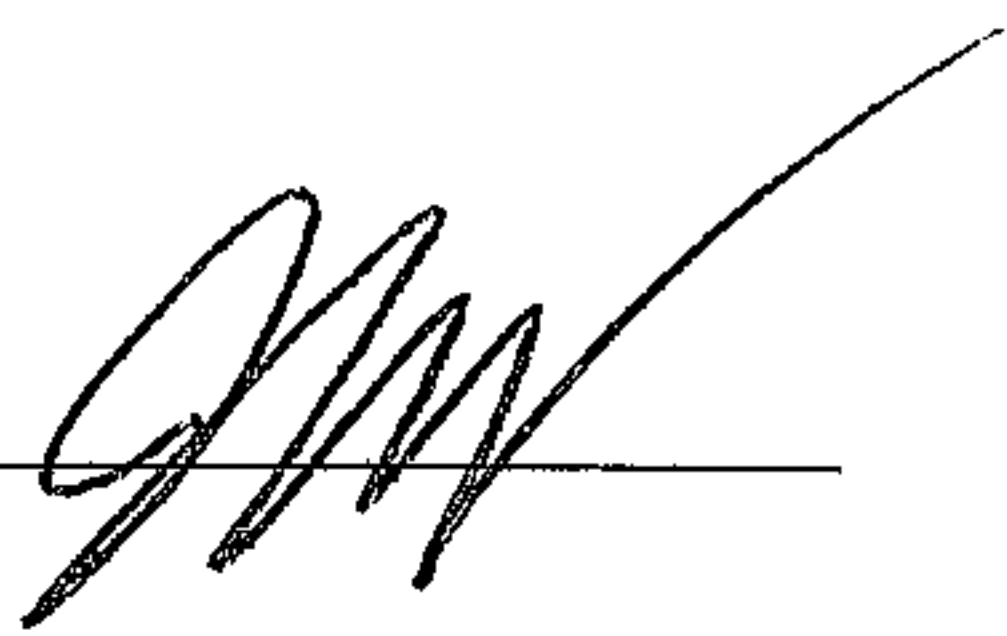
FURTHER AFFIANT SAYETH NOT


Chad Hagwood

STATE OF ALABAMA)
COUNTY OF SHELBY)

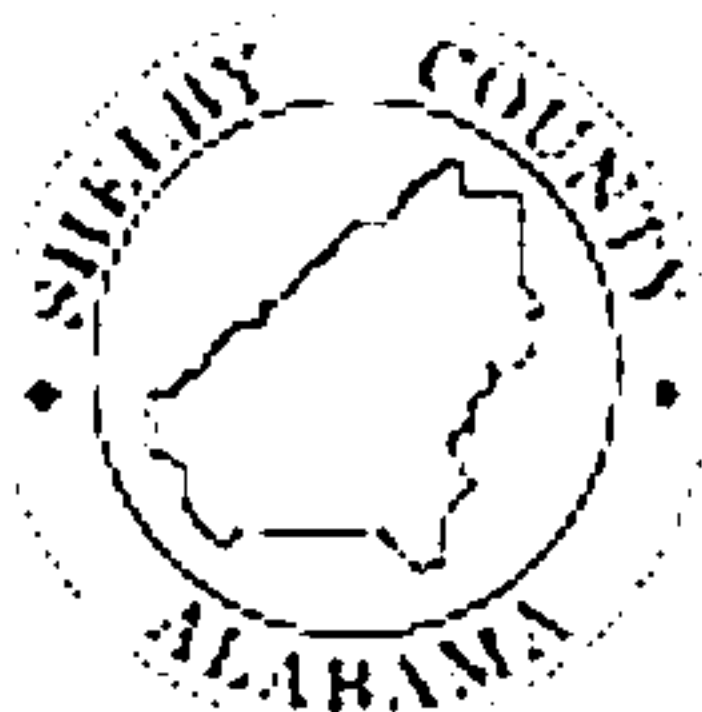
Before me, a Notary Public, personally appeared Chad Hagwood, as the duly elected President of The Crest at Greystone Association, Inc., on this 27th day of February, 2023, and who, after being informed of the contents of the above, affirmed that it is true and accurate to the best of his knowledge.

NOTARY PUBLIC



My commission expires: _____

MY COMMISSION EXPIRES JULY 29, 2024



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/28/2023 02:53:38 PM
\$47.00 JOANN
20230228000055190

