

STATE OF ALABAMA)

COUNTY OF SHELBY)

**SEVENTH AMENDMENT TO
AMENDED AND RESTATED GREYSTONE VILLAGE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SEVENTH AMENDMENT TO AMENDED AND RESTATED GREYSTONE VILLAGE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made and entered into as of the 27 day of July 2023 by GREYSTONE VILLAGE OWNER'S ASSOCIATION, INC., an Alabama nonprofit corporation (the "Association").

RECITAL :

DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Daniel") and School House Properties, an Alabama general partnership later known as Taylor Properties, L.L.C., an Alabama limited liability company ("Developer"), have heretofore executed the Amended and Restated Greystone Village Declaration of Covenants, Conditions and Restrictions dated February 21, 1994 which has been recorded as Instrument #1994-12222 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), and which has been amended by (i) First Amendment thereto dated January 31, 1995 and recorded as Instrument #1995-16397 in the Probate Office, (ii) Second Amendment thereto dated January 31, 1996 and recorded as Instrument #1996-08823 in the Probate Office, (iii) Third Amendment thereto dated as of September 22, 2001 and recorded as Instrument #2001-57314 in the Probate Office, (iv) Fourth Amendment thereto dated as of February 8, 2004 and recorded as Instrument #20040219000086600 in the Probate Office (v) Fifth Amendment thereto dated as of February 8, 2004 and recorded as Instrument #20040219000086650 in the Probate Office and (vi) Sixth Amendment dated April 9, 2010 and recorded as Instrument # 20100416000117070 217 (collectively, the "Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

The Association is the owners' association established and referred to as the "Association" in the Declaration.

The Association desires to amend Article VI, Section 6.01 to amend and revise the provision of the Declaration limiting and regulating rentals of Dwellings by Owners.

Developer no longer owns any Lot or Dwelling within the Property. Daniel was dissolved in 2015 and did not assign any rights under the Declaration to any other party and no longer owns any property either within or adjoining the subdivision which is subject to the Declaration. As a result thereof, any amendments to the Declaration must be approved by two-thirds (2/3rds) of the total votes of the Owners present, in person or by proxy, at a meeting of the Association called for the purpose of acting on any such proposed amendment.

On June 24, 2023, a special meeting of the Owners in the Association was called for the purpose of acting on this Amendment, at which (a) seventy percent (70%) of all of the Owners were present, in person or by proxy (thereby satisfying the quorum requirements set forth in the Bylaws of the Association), and (b) ninety-five percent (95%) of the total votes of the Owners present, in person or by proxy, at such meeting voted in favor of this Amendment (65 voting yes and 3 voting no). Kirby Sims, as President of the Association, has joined in the execution of this Amendment in order to certify the foregoing. Accordingly, all Owners of all Lots and Dwellings in the Property shall be bound by all of the terms and provisions of this Amendment.

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

1. Section 6.01 of the Declaration is amended and revised to state the following in its entirety:

6.01 Use Restrictions and Rental Restrictions. Except as otherwise provided to the contrary in this section 6.01, each Lot and Dwelling shall be used for detached single-family residential purposes only. No trade or business may be carried on in or from any Lot or Dwelling, provided, however, that the use of any portion of a Dwelling as an office by an Owner shall not be considered a violation of this covenant if such use does not create regular customer, client, or employee traffic. Any leasing or rental or other non-Owner occupancy of any Dwelling is subject to all of the following requirements:

- (a) No more than eighteen (18) of the total number of Dwellings within the subdivision that is subject to the Declaration may be leased or rented to a non-Owner occupant (hereinafter the "Lessee") at any time.
- (b) Any lease or rental must be for a minimum term of one year pursuant to a written lease signed by the Owner and the Lessee that is filed with and approved by the Board as compliant with this section.
- (c) Any lease must provide that the Lessee will use the Dwelling for single-family residential purposes only and is subject to all provisions of the Declaration, has received a copy of the Declaration and all rules and regulations, is subject to fines and other remedies for violation of the Declaration, and will otherwise comply with all such provisions concurrently with the Owner.
- (d) Any Dwelling that is under lease at the time of adoption of this section must submit documentation demonstrating compliance with this section within thirty (30) days in order to have priority approval as one of the 18 authorized leased Dwellings.
- (e) Any Dwelling that has not been previously leased or rented prior to the adoption of this section must be occupied and used as a primary residence by the Owner for at least one year before any approval as an authorized leased Dwelling.
- (f) In the event 18 Dwellings are approved for rental at any given time, the Board shall maintain a waiting list of Owners seeking authorization to rent their Dwelling.

2. Except as expressly modified and amended herein, all of the terms and provisions of the Declaration, as previously amended, shall remain in full force and effect and are hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

**GREYSTONE VILLAGE OWNER'S
ASSOCIATION, INC.**, an Alabama nonprofit
corporation,

By: _____

Name: Kirby Sims

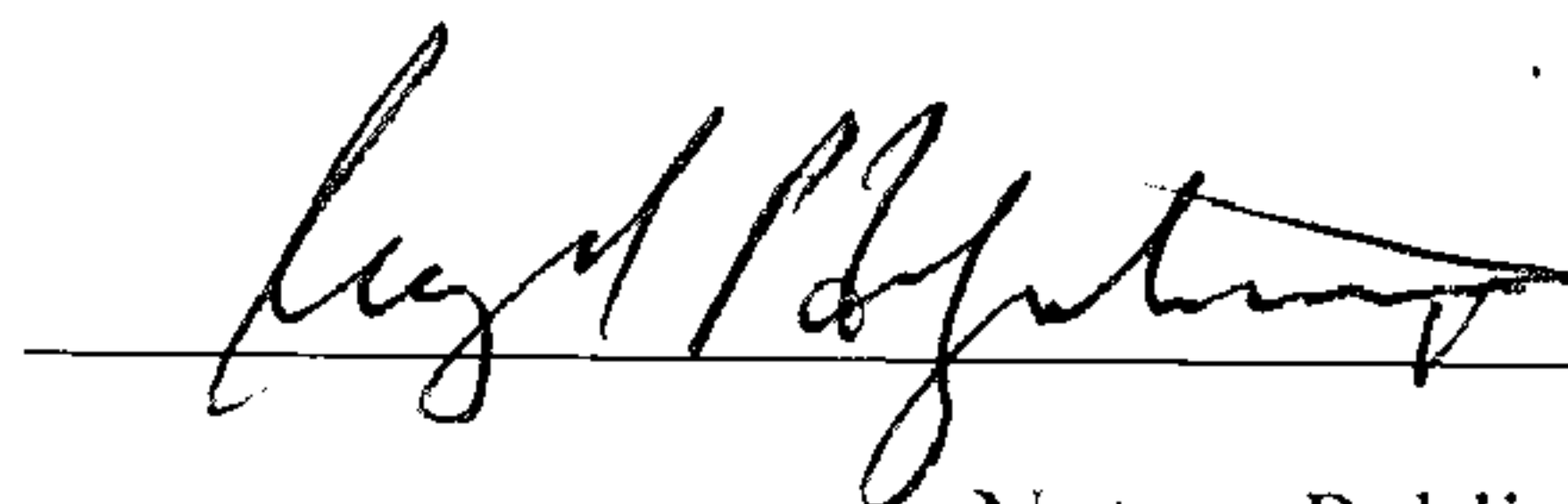
Its: President

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that KIRBY SIMS whose name as President of GREYSTONE VILLAGE OWNER'S 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 corporation.

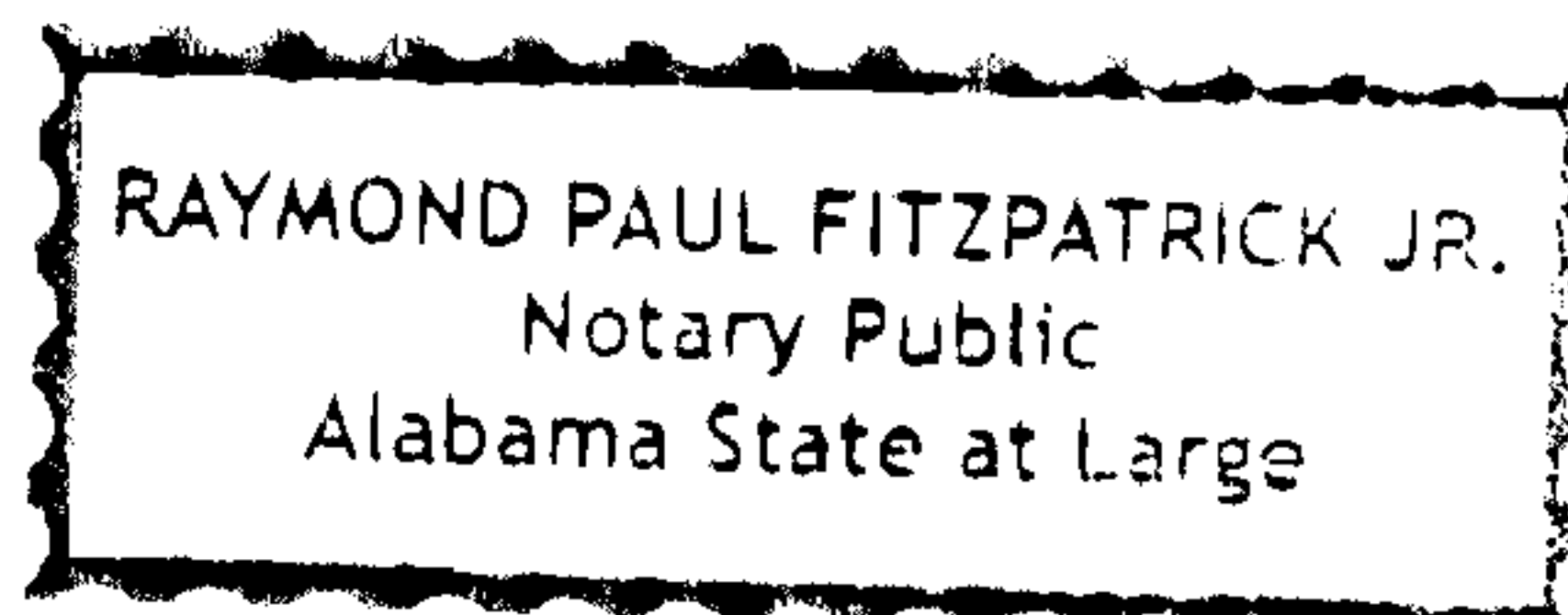
Given under my hand and official seal this 27 day of July, 2023.



Notary Public

[NOTARIAL SEAL]

My Commission Expires: 6/19/2027



Document prepared by:
Raymond P. Fitzpatrick, Jr.
1200 Corporate Dr., Suite 105
Birmingham, Alabama 35242
205-437-8846

CERTIFICATE OF PRESIDENT

The undersigned, Kirby Sims, as the President of the Greystone Village Owner's Association, Inc., an Alabama nonprofit corporation, does hereby unequivocally state and certify that the agreement of the requisite number of Owners in the Association was lawfully obtained to the above and foregoing Seventh Amendment to Amended and Restated Greystone Village Declaration of Covenants, Conditions and Restrictions pursuant to a meeting of the Owners in the Association held on June 24, 2023, at which a quorum was present.

The undersigned hereby certifies that he has personal knowledge of the foregoing and acknowledges and agrees that the foregoing certificate will be attached to the aforesaid Seventh Amendment to Amended and Restated Greystone Village Declaration of Covenants, Conditions and Restrictions.

Dated this 27 day of July 2023.

Kirby Sims

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Kirby Sims whose name as President of the Greystone Village Owner's 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/she, as such President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 27 day of July 2023.

Notary Public

My commission expires: 6/19/2027

[NOTARIAL SEAL]

RAYMOND PAUL FITZPATRICK JR.
Notary Public
Alabama State at Large



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/04/2023 02:13:52 PM
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Allen S. Boyd