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Inst # 1996-37928

State of Alabama)
County of Shelby)

SUPPLEMENTARY DECLARATION OF
PROTECTIVE COVENANTS FOR
GRANDE VIEW ESTATES,
GIVIANPOUR ADDITION TO ALABASTER
5TH ADDITION

KNOW ALL MEN BY THESE PRESENTS THAT,

WHEREAS, South Grande View Development Co., Inc., an Alabama Corporation has previously filed a Declaration of Protective Covenants and Agreements in the Probate Office of Shelby County, Alabama, in Instrument # 1995-05892, and First Amendment to Declaration of Protective Covenants recorded in Instrument #1995-28543, (the "Original Declaration") for the benefit of certain real property situated in Shelby County, Alabama, which is part of a residential subdivision known as Grande View Estates, and which is more particularly described in the Plats of the Grande View Estates, Givianpour Addition to Alabaster and Grande View Estates, Givianpour Addition to Alabaster, 1st Addition, 2nd Addition, 3rd

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Addition, 3rd Addition, Phase II, and 4th Addition, as respectively recorded in Map Book 19, Page 100, in Map Book 19, Page 101, in Map Book 20, Page 66, in Map Book 20, Page 111, in Map Book 21, Page 83, and in Map Book 21, Page 100, all in the Probate Office of Shelby County, Alabama;

WHEREAS, South Grande View Development Co., Inc., an Alabama Corporation (hereinafter referred to as "Declarant") is the owner of additional real property (the "Subject Property") situated in Shelby County, Alabama, which it proposes to be developed as part of Grande View Estates, and which is more particularly described in the Plat of Grande View Estates, Givianpour Addition to Alabaster, 5th Addition, as recorded in Map Book 21, Page 133, in the Probate Office of Shelby County, Alabama.

WHEREAS, the Declarant desires to submit the Subject Property to the Original Declaration in accordance with and pursuant to Section 7.01 of the Original Declaration which permits the owner of any property, with the approval in writing of the Association (as defined in the Original Declaration), to submit such property to the Original Declaration by filing a Supplementary Declaration to that effect in the Office of the Judge of Probate of Shelby County, Alabama;

NOW THEREFORE, the Declarant, together with Grande View Residential Association, Inc. (the "Association") do, upon the recording hereof, declare and make the Subject Property and any portion thereof subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations of the Original Declaration, as heretofore amended and as amended hereby, all of

which are declared to be in furtherance of a plan for the use and improvement of the Subject Property in a desirable and uniform manner suitable in architectural design and for the enforcement of such uniform standards and the maintenance and preservation of the common amenities within the property subject to the Original Declaration.

ARTICLE I

The Declarant hereby reaffirms and restates the terms and provisions of the Original Declaration as recorded in Instrument #1995-05892, and First Amendment thereto as recorded in Instrument #1995-28543, in the Probate Office of Shelby County, Alabama, their entirety without any change whatsoever, except as follows:

1. The legal description of the property subject to the Original Declaration in Exhibit "A" thereof is hereby amended to include the Subject Property.

2. The following paragraphs are hereby added to the Original Declaration and shall apply only to the property known as the 5th Addition:

PARAGRAPH 1.06 is hereby amended to add the following language:

1.06(a) Each Lot Owner shall be required to construct a sidewalk along the Lot line bounded by any street or parkway on the front, back and/or side. In the case a Lot is bounded by a street or parkway on one or more front, back or side, a sidewalk shall be constructed on each front, back or side adjacent to said street or parkway. The sidewalk(s) shall be constructed of concrete at each Owner's expense in accordance with dimensions approved by the ARC

(all sidewalks to be located thirty inches (30") from the curb with a width of forty two inches (42"). The sidewalk shall be constructed and maintained by the Owner of said Lot. The Owner shall also be responsible for the repair of any damage to the sidewalk occurring during construction of the dwelling or any other improvements on the Lot.

1.06(b) Sidewalk Easement. Developer hereby reserves for itself and the Association for the benefit of all owners and occupants of any portion of the Development, including their respective family members, guests, tenants, agents, servants, employees, or invitees, an easement over and across that portion of each of the Lots that extends from thirty inches (30") to seventy two inches (72") from the curb of the street fronting said Lot where the sidewalk is situated on either the front, back and/or side of said Lots for (i) the construction and maintenance of a sidewalk by the Owners of said Lots, the Developer, the Association, or their respective agents or designees including Owners of said Lots); and (ii) pedestrian use by all persons for whose benefit the easement is hereby reserved.

PARAGRAPH 2.25 is hereby amended to add the following language: No fence shall be allowed on any lot which abutts the parkway unless approved by the ARC. Any fence constructed within the tree buffer required by paragraph 2.32 must be approved by the ARC and must be constructed of materials approved by the ARC. Fences visible to the streets shall be screened with landscaping acceptable to the ARC.

PARAGRAPH 2.32 is hereby added to the Original

Declaration and shall be applicable only to the Fifth Addition:

The landscaping plan for any Lot abutting the Parkway shall, require a natural, undisturbed or planted buffer of fifty (50) feet from the boundary of the Parkway. The tree buffer must remain natural, and the construction of any improvements or removal of any trees in said tree buffer shall be prohibited except for any improvements or tree removal approved by the ARC or the Association. Underbrush may be removed from this natural tree buffer without removal of the trees. The prohibited improvements shall include, without limitation, fenced in pet areas, patios and/or outdoor furniture, playhouses, doghouses, tree houses, swing sets and gardens.

All other terms and conditions of the Original Declaration shall remain in full force and effect unaltered.

Declarant hereby declares that said provisions of the Original Declaration as so amended shall run with the land and be binding upon, and shall insure to the benefit of, the Subject Property and all parties having or acquiring any right, title or interest in and to the Subject Property or any part thereof, and their successors in interest.

ARTICLE III

The Association has joined in the execution of this Supplemental Declaration for the purpose of evidencing its written approval of the submission of the Subject Property to the Original Declaration as herein provided and does hereby authorize the filing of this Supplemental Declaration with the Office of the Judge of

Probate of Shelby County, Alabama.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the 15th day of November, 1996.

DECLARANT:

South Grande View Development
Co., Inc., an Alabama Corporation

By: 

Its: Vice-President

Grande View Residential
Association, Inc.

By: 

Its: Vice-President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Concetta Givianpour whose name as Vice-President of South Grande View Development Co., Inc., an Alabama Corporation, is signed to the foregoing Supplemental Declaration of Protective Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Supplemental Declaration of Protective Covenants, she, 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 of office this 15th day of November, 1996.

Francis Diane Kuhlmann

Notary Public

My Commission Expires: 3-10-97

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Concetta Givianpour whose name as Vice-President of Grande View Residential Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing Supplemental Declaration of Protective Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Supplemental Declaration of Protective Covenants, she 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 of office this 15th day of November, 1996.

James Diane Kurland

Notary Public

My Commission Expires: 3-10-97

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