

**THE LEDGES AT GRANDE VIEW  
PLANNED DEVELOPMENT DISTRICT ZONING  
APPLICATION AND DEVELOPMENT PLAN**

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**Table of Contents**

Planned Development District Zoning Application and Development Plan

Exhibits:

Exhibit A - Legal Description of Property

Exhibit B – Vicinity Map

Exhibit C – Master Development Plan

Exhibit D – Topography Map

Exhibit E – Existing Zoning Map

Exhibit F – Restrictive Covenants and Supplemental Restrictive Covenants

Exhibit G – Pattern Book

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PLANNED DEVELOPMENT DISTRICT ZONING APPLICATION  
AND DEVELOPMENT PLAN**

**THIS THE LEDGES AT GRANDE VIEW PLANNED DEVELOPMENT DISTRICT ZONING APPLICATION AND DEVELOPMENT PLAN** (this “PDD Plan”) dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 is submitted by **CCG MANAGEMENT, LLC**, an Alabama limited liability company (“CCG”), **12 & 80 LAND, LLC**, an Alabama limited liability company (“12 & 80”), and **CCN ASSET MANAGEMENT, LLC**, an Alabama limited liability company (“CCN”), to the **CITY OF ALABASTER, ALABAMA**, an Alabama municipal corporation (the “City”).

**RECITALS:**

CCG, 12 & 80 and CCN (collectively, “Developer”) are the owners of that certain real property (the “Property”), containing approximately 140 acres, more or less, situated in Shelby County, Alabama which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference. The Property is situated within the municipal limits of the City.

Developer desires to develop the Property for detached single-family residential housing, open spaces and nature areas and desires that all of the Property be zoned as a Planned Development District (“PDD”) pursuant to the terms and provisions of Chapter 111, Article III, Section 111-84 of the Zoning Ordinance of the City (the “Zoning Ordinance”).

In accordance with the requirements of Chapter 111, Article III, Section 111-84 of the Zoning Ordinance, Developer does hereby submit this PDD Plan to the City for its approval.

**1. APPLICATION FEE.** In accordance with the provisions of Chapter 111, Article I, Section 111-13(a)(1)a. of the Zoning Ordinance, Developer has contemporaneously herewith deposited with the City the application fee in the amount of \$200.00. Except for advertising and mailing costs incurred by the City in connection with the publication and giving of legal notice of this rezoning as required by the Zoning Ordinance, no other fees, charges or other amounts shall be payable by Developer to the City in connection with the submission and approval by the City of this PDD Plan.

**2. VICINITY MAP.** In accordance with the provisions of Chapter 111, Article I, Section 111-13(a)(1)b. of the Zoning Ordinance, attached hereto as **Exhibit B** and incorporated herein by reference is from vicinity map reflecting the location of the Property.

**3. MASTER DEVELOPMENT PLAN.** In accordance with the provisions of Chapter 111, Article I, Section 111-13(a)(1)c. and Chapter 111, Article III, Section 111-84(c)(1) of the Zoning Ordinance, attached hereto as **Exhibit C** and incorporated herein by reference is a Master Development Plan (the “Master Development Plan”) for the Property reflecting all of the matters required by said sections of the Zoning Ordinance. As reflected on the Master Development Plan, all of the Property will be developed for single-family residential detached residential purposes

only with common amenities such as central mailbox units, walking trails, a pool and pool house and pocket parks, all of which will be classified as a PRD-1 Planned Single-Family Residential District (the “PRD-1 District”) under the PDD zoning district established by the Zoning Ordinance. The Master Development Plan indicates within the PRD-1 District of the Property four (4) separate areas or lot size designations (*i.e.*, 90-foot lots, 80-foot lots, 70-foot lots and 60-foot lots), which designations are subject to the separate area and dimensional regulations set forth in Paragraph 7 below.

4. **TOPOGRAPHY MAP.** Attached hereto as **Exhibit D** and incorporated herein by reference is a topography map of the Property as required by the provisions of Chapter 111, Article III, Section 111-84(c)(2) of the Zoning Ordinance.

5. **INTENT AND REASONS FOR PDD.**

(a) The Property is currently zoned R-2 within the Zoning Ordinance. This PDD Plan has been adopted by Developer in order to create a community which features a variety of residential densities, house and lot sizes, and architectural styles which are reflected as 90-foot lots, 80-foot lots, 70-foot lots and 60-foot lots on the Master Development Plan. This PDD Plan shall be controlling as to the Property and its development notwithstanding anything provided to the contrary in the Zoning Ordinance, including, without limitation, any contrary provisions set forth in Chapter 111, Article I, Sections 111-1, *et seq.* or Chapter 111, Article III, Sections 111-84, *et seq.* of the Zoning Ordinance.

(b) A PDD is a planned development which permits Developer to develop the Property in accordance with the Master Development Plan. The utilization of PDD zoning for the Property is intended to:

(i) Create a community within the Property which features land uses which connect adjacent neighborhoods and uses by a coordinated system of commonly owned open space, pedestrian ways and public streets;

(ii) Permit flexibility and consequently more creative and imaginative design attributes to accommodate planned associations of uses designed as integral land use units;

(iii) Promote the efficient use of the Property to facilitate a more economical arrangement of uses, buildings, pedestrian and vehicular circulation systems and utilities;

(iv) Combine and coordinate uses, building forms, building relationships, architectural styles and circulation systems within the proposed PDD; and

(v) Preserve and enhance certain natural features of the Property.

(c) As subsequently set forth in this PDD Plan, a traffic plan for the development of the Property, availability of utilities, the relationship of the proposed rezoning of the Property to a PDD to the land pattern of adjacent properties, a legal description and boundary survey for the Property and landscaping and buffer plans, if any, are provided in satisfaction of the provisions of Chapter 111, Article I, Section 111-13(a)d. of the Zoning Ordinance.

6. **GENERAL DEVELOPMENT CRITERIA FOR THE PROPERTY.**

(a) **Legal Description.** The legal description of the Property is set forth in **Exhibit A** hereto. A boundary survey of the Property has been previously provided to the City.

(b) **Surrounding Area.** **Exhibit E** attached hereto reflected the current zoning and/or land uses adjacent to the Property.

(c) **Planning Objectives.** The planning objectives to be achieved by a PDD zoning classification for the Property are set forth in Paragraph 5 above. All of the Property will be developed as a Planned Single-Family Residential District (PRD-1). No attached single-family residential dwellings will be allowed within the Property.

(d) **Development Schedule.** It is anticipated that the Property will be developed in stages or phases, which development will commence promptly following approval of this PDD Plan by the City. Complete build-out of the Property is anticipated within five (5) years approval of this PDD Plan; however, market conditions will impact the overall development schedule and may increase or decrease the overall development absorption period.

(e) **Utilities.** The following utilities are available to serve the Property (through existing service lines situated on or in close proximity to the boundaries of the Property) or shall be available to serve the Property in the future:

<b><u>Type of Utility</u></b>	<b><u>Utility Provider</u></b>
Electricity	Alabama Power Company
Telephone	AT&T and/or others
Water	Alabaster Water
Sanitary Sewer	City of Alabaster
Natural Gas	Alabama Gas Corporation
Cable Television and High Speed Internet	Charter Communication and/or others

(f) **Restrictive Covenants.** All of the Property will be subjected to the Declaration of Protective Covenants for Grande View Estates dated March 3, 1995 and recorded

as Instrument 1995-05892 in the Office of the Judge of Probate of Shelby County, Alabama, as amended (collectively, the “Restrictive Covenants”), which shall be further amended by Supplemental Declaration of Protective Covenants for The Ledges at Grande View Givianpour Additional to Alabaster (the “Supplemental Restrictive Covenants”). Copies of the Restrictive Covenants and the proposed Supplemental Restrictive Covenants are attached hereto as **Exhibit F** and incorporated herein by reference. The Restrictive Covenants, among other things, (i) provide for the review and approval of all construction and architectural plans and specifications for all improvements to be constructed within the Property by an architectural review committee (collectively, the “ARC”) established under the Restrictive Covenants and (ii) establish a nonprofit owners’ association which will own and maintain the common areas and provide for the assessment of each lot owner for its prorata share of the costs of operating, maintaining, repairing, managing and owning the common areas within that portion of the Property.

(g) Traffic Study. An existing traffic study for the Property has been previously provided to the City which estimates the projected traffic to be generated from the Property and the effect of the projected traffic attributable to the Property upon the City. The 2014 AADT (3940) from Traffic ID Station 117-647 is 3940 vehicles per day.

(h) Total Acreage of PDD. The Property consists of approximately 140 acres, more or less, all of which is submitted to the PDD Plan and all of which is within the PRD-1 District.

(i) Density. The average density of development for the Property shall not exceed three (3) units per gross acre comprising all of the Property.

(j) Commonly-Owned Open Space. A minimum of approximately 28 acres, more or less, within the Property is contemplated for open space within the Property, comprised of detention area, tree save and natural area, walking trails and pocket parks, all of which are located in the PRD-1 District. The open space will constitute common areas under the Restrictive Covenants.

7. **SPECIFIC DEVELOPMENT CRITERIA FOR THE PROPERTY.**

(a) Permitted Uses. The Property will be developed only for detached single-family residential uses. In addition, both attached and detached garages will be allowed throughout the PRD-1 District.

(b) Temporary Uses. The following temporary uses are allowed within the Property without further action by the City or Developer so long as all requirements of the Alabama Department of Environmental Management are satisfied with respect to any of the following temporary uses:

- (i) Temporary parking areas;
- (ii) Information and/or sales and leasing centers, including model homes;

(iii) Borrow and fill areas for the purpose of land massing operations on any portion of the Property;

(iv) Planting and landscaping areas for stocking, growing and maintaining plants and other necessary landscaping equipment, machinery, garages, tools and buildings to be utilized in connection with the Property;

(v) Construction materials storage areas, construction trailers and construction equipment and materials;

(vi) Temporary conservation uses; and

(vii) Temporary signage advertising the Property or any portion thereof for sale and the location of businesses or activities being conducted on the Property.

(c) Construction Materials. The fronts and sides of all dwellings within the Property shall be entirely of brick, stucco, stone, siding or any combination thereof. As described in Paragraph 9(c) below, a Pattern Book for dwellings (buildings) and other improvements to be constructed within the Property has been included in this PDD Plan.

(d) Area and Dimensional Regulations. All of the PRD-1 District of the Property shall be subject to the following area and dimensional regulations (all of which equal or exceed the requirements of Article XIII, Section 111-84(d)(5) of the Zoning Ordinance):

(i) *Maximum Density*: The maximum density for all of the Property shall be not more than three (3) units per gross acre comprising the Property.

(ii) *Minimum Lot Area*:

90-foot lots: 15,000 square feet;  
80-foot lots: 10,000 square feet;  
70-foot lots: 8,000 square feet; and  
60-foot lots: 7,000 square feet.

(iii) *Minimum Lot Width*<sup>1</sup>:

90-foot lots: 90 feet;  
80-foot lots: 80 feet;  
70-foot lots: 70 feet; and  
60-foot lots: 60 feet.

(iv) *Maximum Building Height*: 35 feet.

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<sup>1</sup> Lot width for all lots is measured at front setback line of each lot.



(v) *Minimum Building Setbacks:*

90-foot lots:

Front: 35 feet;  
Rear: 35 feet; and  
Side: 10 feet.

80-foot lots:

Front: 30 feet;  
Rear: 15 feet; and  
Side: 13 feet between dwellings with at least one side of either adjoining lot having a setback of a minimum of 10 feet.

70-foot lots:

Front: 20 feet;  
Rear: 15 feet; and  
Side: 13 feet between dwellings with at least one side of either adjoining lot having a setback of a minimum of 10 feet.

60-foot lots:

Front: 20 feet;  
Rear: 15 feet; and  
Side: 13 feet between dwellings with at least one side of either adjoining lot having a setback of a minimum of 10 feet.

(vi) *Minimum Livable Floor Area:*

90-foot lots:

One story dwelling: 1,600 square feet  
More than one story dwelling  
(first floor): 1,200 square feet  
Total minimum livable floor area  
for dwellings which are more than  
a one story dwelling: 2,000 square feet

80-foot lots, 70-foot lots and 60-foot lots:

One story dwelling: 1,500 square feet  
More than one story dwelling  
(first floor): 1,000 square feet  
Total minimum livable floor area

for dwellings which are more than  
a one story dwelling: 1,700 square feet

(vii) *Buffer/Landscaping Regulations:* The same requirements set forth in Chapter 111, Section 111-67(f) of the Zoning Ordinance (as applied to E Single Family Estate Residential Districts) will be applicable to all of the Property as required by Chapter 111, Section 111-84(d)(6) of the Zoning Ordinance.

(viii) *Additional Regulations:* The same requirements set forth in Chapter 111, Section 111-67(g) of the Zoning Ordinance (as applied to E Single Family Estate Residential Districts) will be applicable to all of the Property as required by Chapter 111, Section 111-84(d)(7) of the Zoning Ordinance.

(ix) *Minimum Required Open Space:* The Property consists of approximately 140 gross acres, of which at least twenty percent (20%) of the total acreage is devoted to community owned open space (*i.e.*, owned by the homeowners' association) and at least one half (1/2) of the commonly owned open space is comprised of tree save and natural areas.

8. **PLANNED STREET/SUBDIVISION DESIGNS.** Notwithstanding anything provided to the contrary in the Subdivision Regulations of the City (the "Subdivision Regulations"), the following provisions shall be applicable to the development of the Property:

(a) All roadways shall be inspected by the City during construction of the same. Prior to any roadway being opened for use by the general public, traffic control and street signage for such roadway shall be in place. Except as otherwise provided herein to the contrary, all roadways shall be constructed in accordance with the construction specifications and requirements of the City in existence as of the date hereof. Roadways must be situated within the applicable rights-of-way reflected on the preliminary and final subdivision plats and will be accepted for dedication by the City following reasonable review and approval of the same by the City Engineer. The City Engineer shall execute all subdivision plats to indicate whether the roadways shown thereon have been constructed in accordance with City standards. The City agrees to consider for approval innovative roadway and alley designs provided such designs do not materially and adversely affect public safety. Following the dedication of any roadways as public roadways, the City shall maintain and repair such roadways in good condition and repair at all times. The dedication of any roadways to the City shall also include a dedication of all sidewalks located within the rights-of-way of such roadways. The City agrees to enforce the City's anti-solicitation ordinances with respect to all roads and sidewalks within the Property.

(b) Bicycle, jogging and similar paths, lanes and crossings may be constructed within the rights-of-way of any roadways. All such paths, lanes and crossings shall be constructed in accordance with City specifications and requirements.

(c) Sidewalks, street and accent lights (including street lights), irrigation systems, landscaped areas, project identification signage and decorative walls may be located within the rights-of-way (including medians) of any roadways within the Property so long as the City Engineer has approved the location of the same. Any irrigation systems, landscaped areas,

signage and decorative walls located within public rights-of-way shall be maintained by the homeowners' association established under the Restrictive Covenants.

(d) Underground utilities may be installed in the rights-of-way of any roadways immediately adjacent to the pavement and curbing in order to minimize clearing, grading or destruction of trees and plant life.

(e) Concrete valleys may be used in lieu of curbing and gutters in all areas where the slope is less than eight percent (5%).

(f) Permanent street signage, directional signage for Property amenities and facilities, and project identification signage shall be allowed within road rights-of-way (including medians). Developer may elect to utilize non-standard traffic signage within any portions of the Property, so long as (i) such non-standard signage complies with the minimum requirements of the Manual on Uniform Traffic Control Devices or other regulations of the State of Alabama governing signage and (ii) such non-standard traffic signage is approved by the City Engineer, which approval will not be unreasonably withheld or delayed. The City shall assume all repair and replacement obligations (utilizing comparable and equivalent signs and signals) for all street signage and traffic control signals located within publicly dedicated roadways within the Property; provided, however, that non-standard signage shall be maintained by the homeowners' association established under the Restrictive Covenants.

(g) Compliance with the rules and regulations of the applicable utility company or authority as to the method of installation and materials to be used for any utility service shall be deemed in compliance with all standards and requirements of the City.

(h) All off-site storm water passing through any portion of the Property shall be in a City drainage easement and will be accepted for maintenance by the City. The City will not maintain any storm water detention or retention facilities or ponds.

(i) Sidewalks shall comply with current requirements of the Americans with Disabilities Act; however, sidewalks shall only be required to be constructed on one (1) side of any roadway within the Property. Subject to the foregoing provisions of this PDD Plan, the City's sidewalk requirements shall apply to all of the Property. However, the distance from the curb and street as well as the location of such sidewalks may be modified in order to meet the design criteria for the neighborhood in which the same are entitled.

(j) Except as reflected on any preliminary or final subdivision plat for any of the Property, neither Developer nor any of its successors or assigns shall be required to make any public improvements to the Property or any other real property.

(k) The City agrees that the Property will at all times be referred to by the City by such names as reasonably requested by Developer. Portions of the Property will initially be known as the "The Ledges at Grande View". The City agrees to use its best efforts not to approve any subdivision or any businesses or other developments within the City utilizing the names

selected by Developer for those portions of the Property owned by each of them or any variations thereof without the prior written consent of Developer.

(l) Subject to the foregoing, all preliminary and final subdivision plats will be in accordance with the provisions of this PDD Plan and the Subdivision Regulations of the City.

9. **MISCELLANEOUS MATTERS.**

(a) Pursuant to the provisions of Sections 9.1 and 9.2 of the Subdivision Regulations, Developer has included with this PDD Plan as **Exhibit G**, which is attached hereto and incorporated herein by reference, a pattern book of plans (the "Pattern Book") for the proposed dwellings (buildings) to be constructed on the Property which include all plans required by Section 9.2 of the Subdivision Regulations. By approval of the PDD Plan, the City acknowledges and agrees that the Pattern Book has been approved by the City and the Planning Commission and that no further architectural review by the City or Planning Commission shall be required for the issuance of building permits for any proposed dwelling (building) or other improvements to be constructed within the Property to the extent any dwelling (building) or other improvements to be constructed on any lot within the Property are substantially similar to that reflected in the Pattern Book.

(b) Additional or Subsequent Governmental Requirements. Except as otherwise specifically provided to the contrary in this PDD Plan, Developer and its successors and assigns shall comply with all existing ordinances, statutes, rules, regulations and requirements of the City including the Zoning Ordinance and Subdivision Regulations of the City (collectively, the "Governmental Requirements"), as the same may be amended from time to time; provided, however, that in the event (i) any conflict or ambiguity arises between the terms and provisions set forth in this PDD Plan and the terms and provisions set forth in any existing or future Governmental Requirements of the City, then the terms and provisions of this PDD Plan shall at all times control; (ii) the provisions of any existing Governmental Requirements of the City in effect as of the date hereof are modified or amended, then such modifications or amendments shall not be effective as applied to the Property; and (iii) any new Governmental Requirements are enacted after the date of this PDD Plan which impose more stringent requirements on the Property or the use of any portion of the Property, then such increased or additional requirements shall not be effective as applied to that portion of the Property.

(c) Municipal Services. The City agrees that all municipal services, rights and privileges afforded to residents of and properties within the corporate limits of the City, including, without limitation, fire and police protection, emergency medical and garbage and trash pick-up and removal services, shall be extended and provided to the Property on the same basis as such services are provided to all other residences and other properties within the corporate limits of the City.

(d) Other. Each exhibit which is referenced and attached to this PDD Plan is incorporated herein as if set out fully in the body hereof. The captions or headings used herein are

included for convenience and general reference only and shall not be construed to describe, define or limit the scope, intent or construction of this PDD Plan. Neither this PDD Plan nor any provision hereof may be waived, modified or amended, and no variance may be granted for any portion of the Property unless such amendment or variance is set forth in a written instrument signed by Developer, the City and the then owner of that part of the Property affected by such modification, amendment and variance and then, only to the extent specifically set forth in such instrument. This PDD Plan shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The rights and interests of Developer set forth herein may be transferred and assigned to any subsequent owner of any portion of the Property. This PDD Plan shall be governed by, and construed in accordance with, the laws of the State of Alabama. This PDD Plan constitutes the entire and complete agreement between the parties hereto with respect to zoning, annexation and related matters and supersedes any and all oral or written agreements or understandings between the parties with respect to the Property and its zoning, development and use. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein. In the event of any conflict or ambiguity between the terms and provisions set forth in this PDD Plan and any of the terms and provisions of the Zoning Ordinance or Subdivision Regulations, the terms and provisions of this PDD Plan and the Development Criteria shall at all times control. If any term or provision of this PDD Plan or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this PDD Plan or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

[The remainder of this page has been left intentionally blank.]

**IN WITNESS WHEREOF**, Developer has caused this PDD Plan to be executed as of the day and year first above written.

**CCG MANAGEMENT, LLC**, an Alabama limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**12 & 80 LAND, LLC**, an Alabama limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CCN ASSET MANAGEMENT, LLC**, an Alabama limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**  
**Legal Description of Property**

Begin at the Southwestern most corner of Lot 1525 Grande View 15<sup>th</sup> Addition, as recorded in map Book 22, Page 126, Shelby County, Al., said point also being on the Northerly Right of Way Line of Shelby County Highway 12 and run in a Westerly direction along said Right of Way Line a distance of 404.73 feet to a point on the Northeasterly Right of Way Line of Southern Railroad; thence turn an interior angle of 106°43'04" to the left and run in a Northwesterly direction along said right of Way Line a distance of 1863.37 feet to a point on a curve to the right having a central angle of 0°57'22" and a radius of 2711.44 feet; thence run along the arc of said curve and said Right of Way a distance of 92.57 feet to a point on a curve to the right having a central angle of 7°08'34" and a radius of 1600.46 feet; thence run along the arc of said curve and said Right of Way in a Northwesterly direction a distance of 199.52 feet to a point; thence turn an interior angle of 88°06'35" from the chord of said curve and run in a Northeasterly direction a distance of 311.40 feet to a point; thence turn an interior angle of 271°02'56" and run in a Northwesterly direction a distance of 311.83 feet to a point; thence turn an interior angle of 82°30'29" and run in a Easterly direction a distance of 294.26 feet to a point; thence turn an interior angle of 271°47'47" and run in a Northerly direction a distance of 951.85 feet to a point; thence turn an interior angle of 90°00'00" and run in an Easterly direction a distance of 175.00 feet to a point; thence turn an interior angle of 270°00'00" and run in a Northerly direction a distance of 262.46 feet to a point; thence turn an interior angle of 89°32'53" and run in an Easterly direction a distance of 103.28 feet to a point; thence turn an interior angle of 266°19'26" and run in a Northerly direction a distance of 521.27 feet to a point; thence turn an interior angle of 181°45'39" and run in a Northerly direction a distance of 995.54 feet to a point; thence turn an interior angle of 87°25'38" and run in an Easterly direction a distance of 984.18 feet to a point; thence turn an interior angle of 87°38'46" and run in a Southerly direction along the West line of Lot 1023, Grande View 10<sup>th</sup> Addition as recorded in Map Book 27, page 95, Shelby County, Al., a distance of 187.32 feet to a point on the Northerly Right of Way line of Grandview Parkway; thence turn an interior angle of 92°45'32" and run in a Westerly direction along said right of Way line a distance of 38.46 feet to a point; thence turn 272°45'31" and run in a Southerly direction a distance of 50.00' to a point on the Southerly Right of way line of Grande View Parkway; thence continue on the last described course along the West line of Lot 1006 Grande View 10<sup>th</sup> Addition a distance of 240.08 feet to a point; thence run along the Southwesterly and Westerly line of Lots 1006 through 1001, Grande View 10<sup>th</sup> Addition a distance of 321.9 feet +/-; thence continue along the West line of lots 983 through 980, Grande View 9<sup>th</sup> Addition as recorded in Map Book 26, Page 86, Shelby County, Al., a distance of 400.7 feet +/- to a point; thence continue along the West line of Lots 720 through 701, Grande View 7<sup>th</sup> Addition as recorded in Map Book 21, Page 134 . Shelby County, Al. a distance of 1922.2 feet +/- to a point; thence continue in a Southwesterly direction along the West line of Lots 1548 through 1525, Grande View 15<sup>th</sup> Addition as recorded in map Book 22, Page 126, Shelby County, Al. a distance of 2510.0 feet +/- to the Southwestern most corner of Lot 1525, Grande View 15<sup>th</sup> Addition, said point also being on the Northerly Right of Way line of Shelby County Highway 12 and the Point of Beginning of the herein described parcel, containing 140 +/- acres.



# **Exhibit B**

## **Vicinity Map**



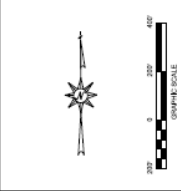
**Exhibit C**  
**Master Development Plan**



# THE LEDGES AT GRANDE VIEW

MIXED LOT LAYOUT  
 SCHEMATIC LAYOUT - SHEET INDEX  
 Prepared by InSite Engineering, LLC

AMENDMENTS AND CORRECTIONS TO ANY OF THESE UNITS MAY BE  
 SHIPPED ON SITE DURING DESIGN.



6805 BELLEGLADE, N.W.  
 HOUSTON, ALABAMA 35244  
 OFFICE (205) 733-6998  
 FAX (205) 733-6999

CIVIL / GIS  
 INFRASTRUCTURE  
 ENVIRONMENTAL  
 PLANNING  
 COMMERCIAL  
 RESIDENTIAL



TOTAL ACREAGE - 141.42  
 ACREAGE IN ROW - 14.58  
 ACREAGE IN COMMON AREA - 67.03

- 60' LOTS - 88
- 70' LOTS - 74
- 80' LOTS - 99
- 90' LOTS - 19
- TOTAL LOTS - 280
- COMMON AREA
- GREEN SPACE

# THE LEDGES AT GRANDE VIEW

MIXED LOT LAYOUT

SCHEMATIC LAYOUT - SHEET A

Prepared by InSite Engineering, LLC

**INSITE ENGINEERING**  
 CIVIL GIS  
 INFRASTRUCTURE  
 ENVIRONMENTAL  
 PLANNING  
 COMMERCIAL  
 RESIDENTIAL

8000 FELDSPAN WAY  
 SUITE 100  
 OFFICE (205) 733-5984  
 FAX (205) 733-6997

# THE LEDGES AT GRANDE VIEW

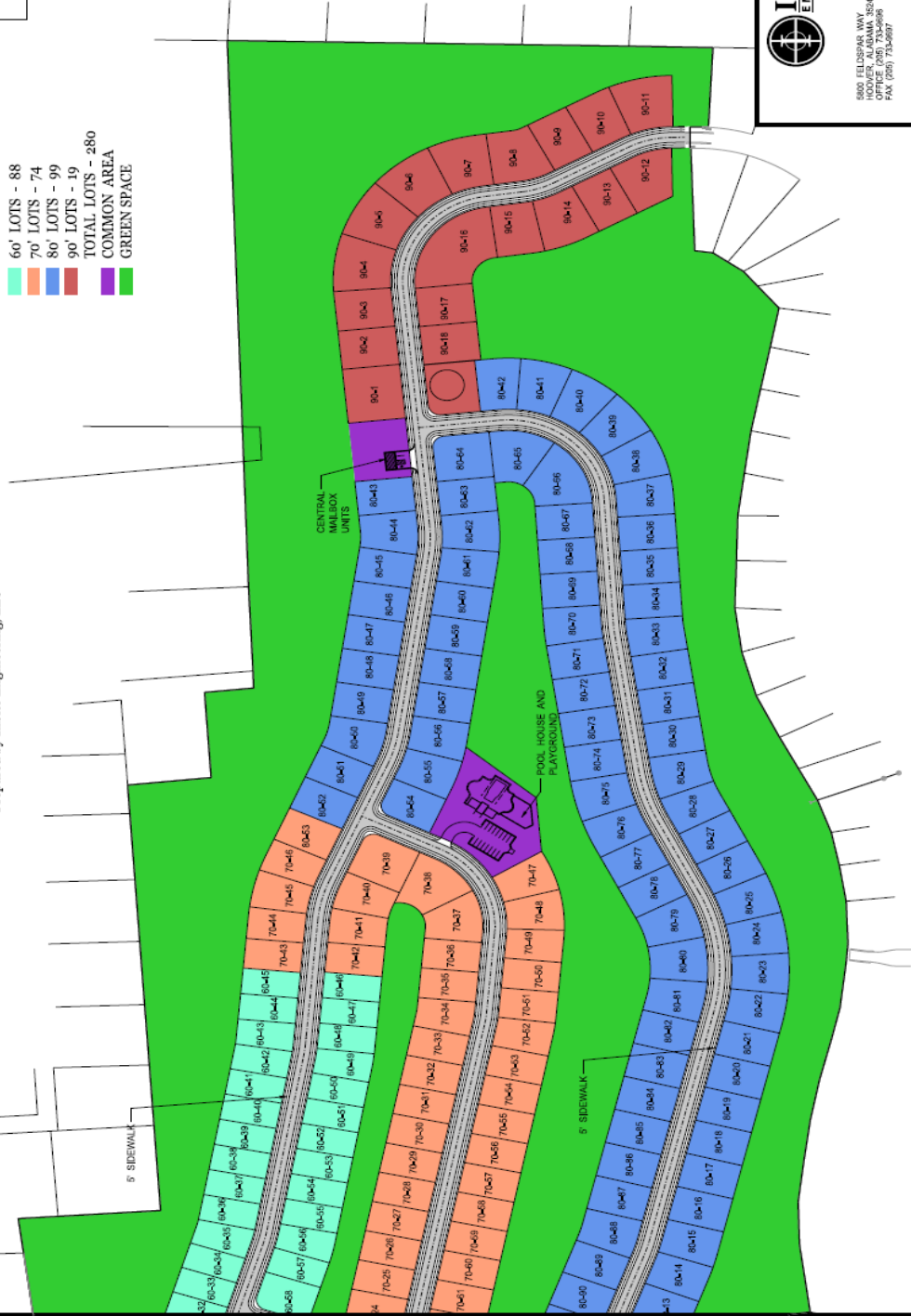
MIXED LOT LAYOUT

SCHEMATIC LAYOUT - SHEET B

Prepared by InSite Engineering, LLC

TOTAL ACREAGE - 141.42  
 ACREAGE IN ROW - 14.58  
 ACREAGE IN COMMON AREA - 67.03

- 66' LOTS - 88
- 70' LOTS - 74
- 80' LOTS - 99
- 90' LOTS - 19
- TOTAL LOTS - 280
- COMMON AREA
- GREEN SPACE



**INSITE ENGINEERING**  
 CIVIL / GIS  
 INFRASTRUCTURE  
 ENVIRONMENTAL  
 PLANNING  
 COMMERCIAL  
 RESIDENTIAL

5800 FELDSPAR WAY  
 HOOPER, ALABAMA 35244  
 PHONE: (205) 734-2900  
 FAX: (205) 734-2907

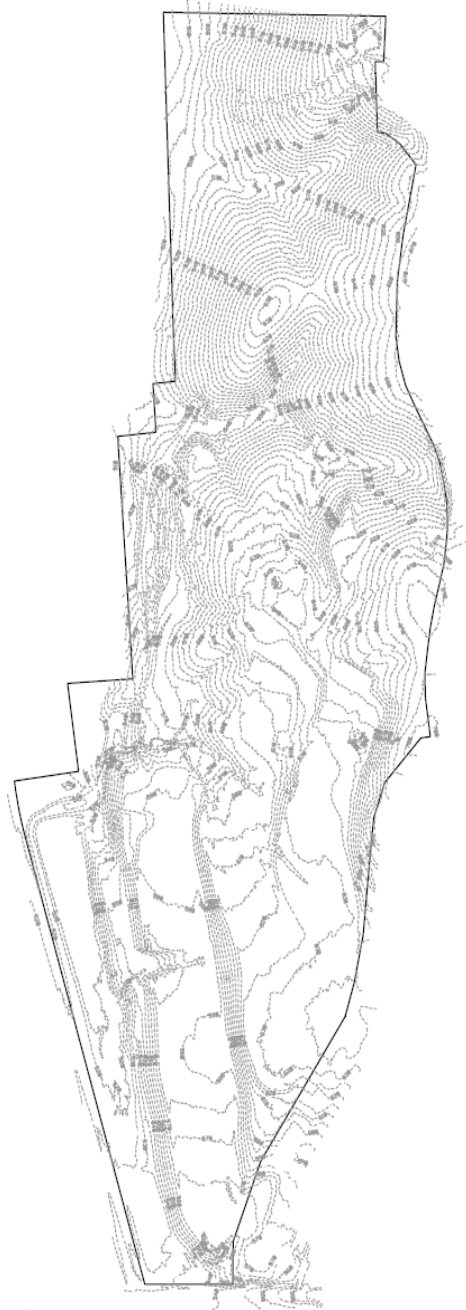
**Exhibit D**  
**Existing Topography Map**

# THE LEDGES AT GRANDE VIEW

## TOPOGRAPHIC MAP



NOTE:  
CONTOURS ARE SHOWN  
AT 10' INTERVALS AND  
INTERVALS 10'

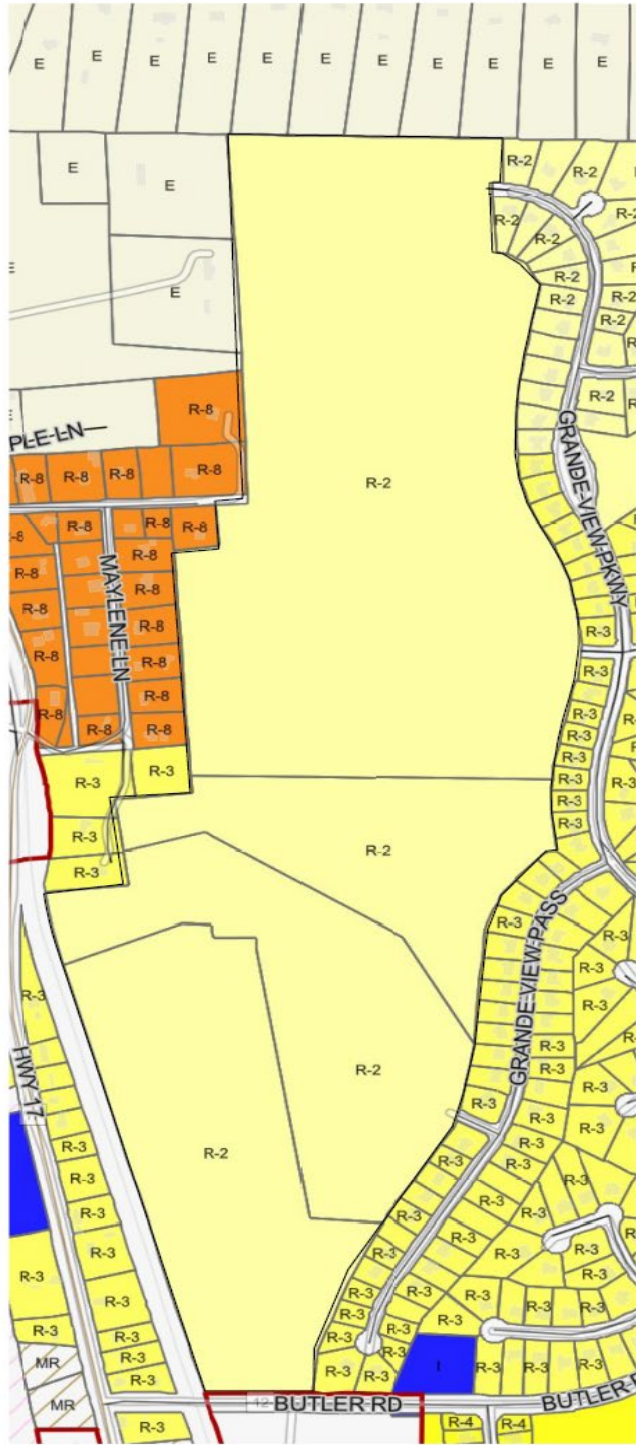


CIVIL/GIS  
INFRASTRUCTURE  
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PLANNING  
COMMERCIAL  
RESIDENTIAL

8605 PELICAN WAY  
HOOPER, ALABAMA 35244  
PHONE (205) 325-9999  
FAX (205) 325-9997



**Exhibit E**  
**Existing Zoning Map**



**INSITE ENGINEERING**  
 CIVIL / GIS  
 INFRASTRUCTURE  
 ENVIRONMENTAL  
 PLANNING  
 COMMERCIAL  
 RESIDENTIAL

8800 FIELDSPAR WAY  
 HOOPER, ALABAMA 35244  
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# THE LEDGES AT GRANDE VIEW

EXISTING ZONING



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**Exhibit F**  
**Restrictive Covenants and Supplemental**  
**Restrictive Covenants**

STATE OF ALABAMA )

:

COUNTY OF SHELBY )

**SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS FOR  
THE LEDGES AT GRANDE VIEW  
GIVIANPOUR ADDITION TO ALABASTER**

THIS SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS FOR THE LEDGES AT GRANDE VIEW GIVIANPOUR ADDITION TO ALABASTER (this "Supplementary Declaration") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and among **SOUTH GRANDE VIEW DEVELOPMENT CO., INC.**, an Alabama corporation ("Declarant"), **CCG MANAGEMENT, LLC**, an Alabama limited liability company ("CCG"), **12 & 80 LAND, LLC**, an Alabama limited liability company ("12 & 80"), and **CCN ASSET MANAGEMENT, LLC**, an Alabama limited liability company ("CCN").

**RECITALS:**

WHEREAS, Declarant has previously filed a Declaration of Protective Covenants and Agreements in the Probate Office of Shelby County, Alabama, in Instrument # 1995-05892, as amended by First Amendment to Declaration of Protective Covenants recorded in Instrument #1995-28543, (collectively, 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, 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 Addition and 3rd Addition, Phase II, 4th Addition, 5th Addition, 7th Addition, 8<sup>th</sup> Addition and Grande

View Garden and Townhomes, First Addition, 9th Addition, Phase I, 9<sup>th</sup> Addition, Phase II, 10th Addition, 15<sup>th</sup> Addition, as respectively recorded in Map Book 19 at Page 100, in Map Book 19, Page 101, in Map Book 20, Page 66, Map Book 20, Page 111, in Map Book 21, Page 83, in Map Book 21, page 100, in Map Book 21, Page 133, in Map Book 21, page 134, in Map Book 26, Page 86, in Map Book 27, Page 85, in Map Book 27, Page 95, in Map Book 32 Page 126 all in the Probate Office of Shelby County, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to such terms in the Original Declaration; and*

WHEREAS, CCG, 12 & 80 and CCN (collectively, the “Subject Property Owners”) are the owners of that certain real property (the “Subject Property”) situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to the provisions of Section 7.01 of the Original Declaration, Declarant, joined by the Subject Property Owners, desires to submit the Subject Property to the Original Declaration, subject to the terms and provisions set forth in this Supplementary Declaration.

NOW THEREFORE, Declarant, together with all of the Subject Property Owners, do hereby agree as follows:

1. **Additional Property**. Pursuant to the terms and provisions of Section 7.01 of the Original Declaration, Declarant, joined by the other Subject Property Owners, does hereby declare that the Subject Property shall be and hereby is submitted to all of the terms and provisions of the Original Declaration and that the Subject Property shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, assessments, charges, liens and regulations set forth in the Original Declaration, which shall be binding upon and inure to the benefit of all

parties acquiring or having any right, title or interest in any portion of the Subject Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. From and after the date hereof, all references in the Original Declaration to the Development shall mean and include the Subject Property and all references to Lots shall mean and include all of the lots comprising the Subject Property.

2. **Modifications to Original Declaration Applicable Only to Subject Property.** Pursuant to the provisions of Section 7.01 of the Original Declaration, Declarant, joined by the Subject Property Owners, desires to modify certain provisions of the Original Declaration with respect to the Subject Property as follows:

(a) Notwithstanding anything provided in Section 1.02 of the Original Declaration to the contrary, both attached and detached garages shall be allowed on any Lots within the Subject Property.

(b) Notwithstanding anything provided in Section 1.04 of the Original Declaration to the contrary, the minimum setback requirements for each Lot within the Subject Property shall be as follows:

90-foot lots:

Front: 35 feet;  
Rear: 35 feet; and  
Side: 10 feet.

80-foot lots:

Front: 30 feet;  
Rear: 15 feet; and  
Side: 13 feet between dwellings with at least one side of either adjoining lot having a setback of a minimum of 10 feet.

70-foot lots and 60-foot lots:

Front: 20 feet;  
Rear: 15 feet; and  
Side: 13 feet between dwellings with at least one side of either adjoining lot having a setback of a

minimum of 10 feet.

(c) Notwithstanding anything provided in Section 1.05 of the Original Declaration to the contrary, the minimum square footage of each dwelling to be constructed on each Lot within the Subject Property shall be as follows:

90-foot lots:	
One story dwelling:	1,600 square feet
More than one story dwelling (first floor):	1,200 square feet
Total minimum livable floor area for dwellings which are more than a one story dwelling:	2,000 square feet
80-foot lots, 70-foot lots and 60-foot lots:	
One story dwelling:	1,500 square feet
More than one story dwelling (first floor):	1,000 square feet
Total minimum livable floor area for dwellings which are more than a one story dwelling:	1,700 square feet

(d) Notwithstanding anything provided in Section 2.14 of the Original Declaration to the contrary and in lieu of anything provided in Section 2.14 of the Original Declaration, the following provisions shall be applicable to each dwelling to be constructed on each Lot within the Subject Property:

The fronts and sides of all the dwellings on Lots within the Subject Property shall be entirely of brick, stucco, stone, siding or any combination thereof. All exterior building materials for all dwellings must be approved by the ARC. The ARC shall have the right, in its sole and absolute discretion, to establish what types of exterior materials may be utilized on any dwellings, garages or other improvements to any Lot within the Subject Property. Where there are natural drainage areas on any Lot within the Subject Property, the drainage areas cannot be cleared or the contour of such drainage area altered, nor can the flow of water in such drainage areas be altered or changed or detoured.

(e) Notwithstanding anything provided herein or in the Original Declaration to the contrary, the terms and provisions of this Paragraph 2 of this Supplementary Declaration may not be modified or amended without the prior written consent of at least 67% of the Lot Owners of the Lots comprising the Subject Property.

(f) Except as set forth above, all of Subject Property shall be subject to all of the terms, covenants, provisions, easements, restrictions, assessments and regulations set forth in the Original Declaration, as the same may be amended from time to time.



IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed as of the day and year first above written.

DECLARANT:

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

By: \_\_\_\_\_  
\_\_\_\_\_

Printed Name: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

SUBJECT PROPERTY OWNERS:

CCG Management, LLC, an Alabama limited  
liability company

By: \_\_\_\_\_  
\_\_\_\_\_

Printed Name: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

12 & 80 Land, LLC, an Alabama limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_

Printed Name: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

CCN ASSET MANAGEMENT, LLC, an Alabama limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_

Printed Name: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

STATE OF ALABAMA )  
 :  
 \_\_\_\_\_ COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Concetta S. Givianpour whose name as President of South Grande View Development Co., Inc., an Alabama 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 the above and foregoing instrument, 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF ALABAMA )  
 :  
 \_\_\_\_\_ COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of CCG Management, LLC, an Alabama limited liability company, 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 \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF ALABAMA )  
 :  
 \_\_\_\_\_ COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of 12 & 80 Land, LLC, an Alabama limited liability company, 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 \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

[NOTARIAL SEAL] \_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF ALABAMA )  
 :  
 \_\_\_\_\_ COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of CCN Asset Management, LLC, an Alabama limited liability company, 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 \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

[NOTARIAL SEAL] \_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

## EXHIBIT A TO SUPPLEMENTARY DECLARATION

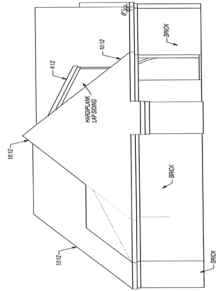
### Legal Description of Subject Property

Begin at the Southwestern most corner of Lot 1525 Grande View 15<sup>th</sup> Addition, as recorded in map Book 22, Page 126, Shelby County, Al., said point also being on the Northerly Right of Way Line of Shelby County Highway 12 and run in a Westerly direction along said Right of Way Line a distance of 404.73 feet to a point on the Northeasterly Right of Way Line of Southern Railroad; thence turn an interior angle of 106°43'04" to the left and run in a Northwesterly direction along said right of Way Line a distance of 1863.37 feet to a point on a curve to the right having a central angle of 0°57'22" and a radius of 2711.44 feet; thence run along the arc of said curve and said Right of Way a distance of 92.57 feet to a point on a curve to the right having a central angle of 7°08'34" and a radius of 1600.46 feet; thence run along the arc of said curve and said Right of Way in a Northwesterly direction a distance of 199.52 feet to a point; thence turn an interior angle of 88°06'35" from the chord of said curve and run in a Northeasterly direction a distance of 311.40 feet to a point; thence turn an interior angle of 271°02'56" and run in a Northwesterly direction a distance of 311.83 feet to a point; thence turn an interior angle of 82°30'29" and run in a Easterly direction a distance of 294.26 feet to a point; thence turn an interior angle of 271°47'47" and run in a Northerly direction a distance of 951.85 feet to a point; thence turn an interior angle of 90°00'00" and run in an Easterly direction a distance of 175.00 feet to a point; thence turn an interior angle of 270°00'00" and run in a Northerly direction a distance of 262.46 feet to a point; thence turn an interior angle of 89°32'53" and run in an Easterly direction a distance of 103.28 feet to a point; thence turn an interior angle of 266°19'26" and run in a Northerly direction a distance of 521.27 feet to a point; thence turn an interior angle of 181°45'39" and run in a Northerly direction a distance of 995.54 feet to a point; thence turn an interior angle of 87°25'38" and run in an Easterly direction a distance of 984.18 feet to a point; thence turn an interior angle of 87°38'46" and run in a Southerly direction along the West line of Lot 1023, Grande View 10<sup>th</sup> Addition as recorded in Map Book 27, page 95, Shelby County, Al., a distance of 187.32 feet to a point on the Northerly Right of Way line of Grandview Parkway; thence turn an interior angle of 92°45'32" and run in a Westerly direction along said right of Way line a distance of 38.46 feet to a point; thence turn 272°45'31" and run in a Southerly direction a distance of 50.00' to a point on the Southerly Right of way line of Grande View Parkway; thence continue on the last described course along the West line of Lot 1006 Grande View 10<sup>th</sup> Addition a distance of 240.08 feet to a point; thence run along the Southwesterly and Westerly line of Lots 1006 through 1001, Grande View 10<sup>th</sup> Addition a distance of 321.9 feet +/-; thence continue along the West line of lots 983 through 980, Grande View 9<sup>th</sup> Addition as recorded in Map Book 26, Page 86, Shelby County, Al., a distance of 400.7 feet +/- to a point; thence continue along the West line of Lots 720 through 701, Grande View 7<sup>th</sup> Addition as recorded in Map Book 21, Page 134 . Shelby County, Al. a distance of 1922.2 feet +/- to a point; thence continue in a Southwesterly direction along the West line of Lots 1548 through 1525, Grande View 15<sup>th</sup> Addition as recorded in map Book 22, Page 126, Shelby County, Al. a distance of 2510.0 feet +/- to the Southwestern most corner of Lot 1525, Grande View 15<sup>th</sup> Addition, said point also being on the Northerly Right of Way line of Shelby County Highway 12 and the Point of Beginning of the herein described parcel, containing 140 +/- acres.

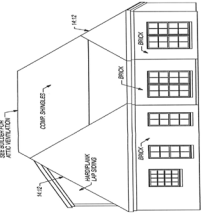
# **Exhibit G**

## **Pattern Book**

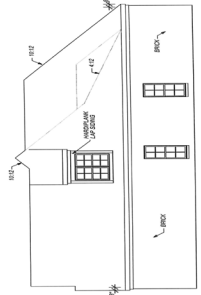
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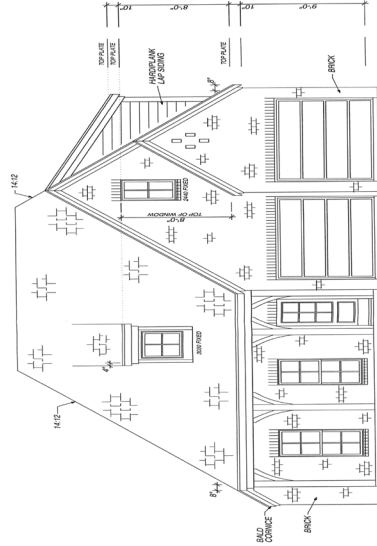
LEFT SIDE ELEVATION



REAR ELEVATION



RIGHT SIDE ELEVATION

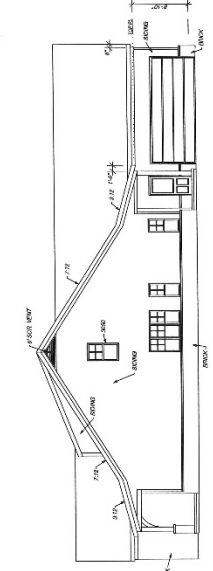


FRONT ELEVATION  
SC. 1/4" = 1'-0"

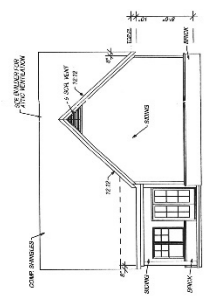
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Clem Birch Home Design

CLEM BIRCH HOME DESIGN	
991.5388	
564 CYPRESS CIRCLE	BIRMINGHAM, AL 35242
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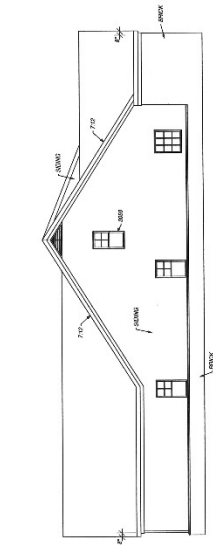
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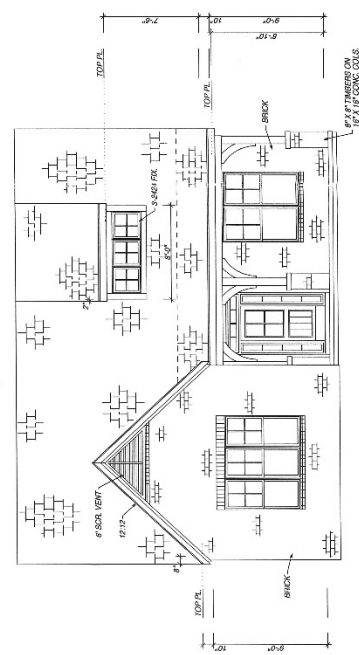
FRONT ELEVATION  
SC: 1/4" = 1'-0"



LEFT SIDE ELEVATION  
SC: 1/4" = 1'-0"



RIGHT SIDE ELEVATION  
SC: 1/4" = 1'-0"

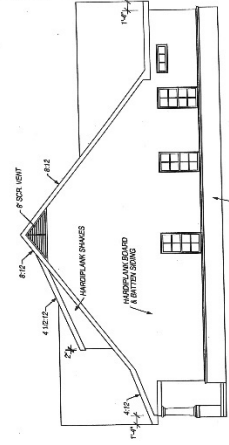


ROOF ELEVATION  
SC: 1/4" = 1'-0"

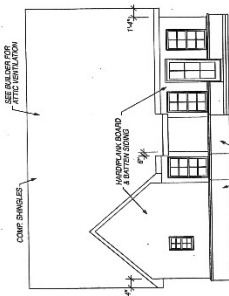
CLEM BURCH HOME DESIGN	
991-5588	
5104 CYRUS CIRCLE	BIRMINGHAM, AL 35242
PROJECT NUMBER	3229Z



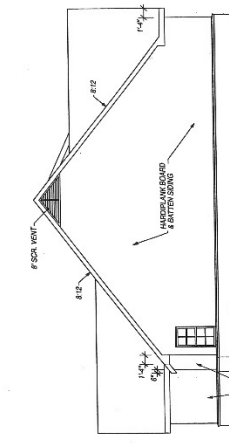
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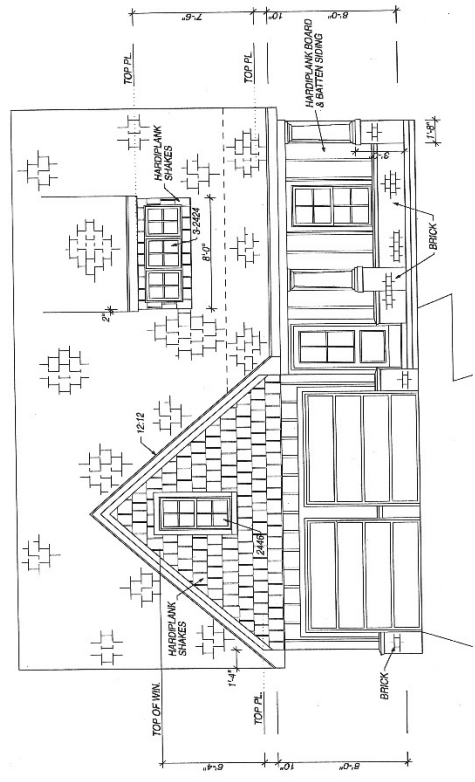
RIGHT SIDE ELEVATION



REAR ELEVATION SC: 1/8" = 1'-0"



LEFT SIDE ELEVATION



FRONT ELEVATION SC: 1/4" = 1'-0"

Designed by:  
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