

THIS INSTRUMENT PREPARED BY  
AND UPON RECORDING SHOULD BE  
RETURNED TO:  
Stephen R. Monk  
Daniel Corporation  
P.O. Box 385001  
Birmingham, Alabama 35238-5001

25,000.00  
SEND TAX NOTICE TO:

P.O. BOX 59022

BHAM AL 35259

**STATUTORY WARRANTY DEED**

THIS STATUTORY WARRANTY DEED is executed and delivered on this 1st day of August, 1991 by ST. IVES AT GREYSTONE, INC., an Alabama corporation ("Grantor"), in favor of ST. CHARLES AT GREYSTONE, INC., an Alabama corporation ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain real property (the "Property") situated in Shelby County, Alabama, as described in "Exhibit A" attached hereto and incorporated herein.

TOGETHER WITH the nonexclusive easement to use the private roadways, Common Areas and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990 and recorded in Real 317, Page 260 in the Probate Office of Shelby County, Alabama and all amendments thereto (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

The Property is conveyed subject to the following:

1. Any dwelling built on the Property shall contain not less than 2,600 square feet of Living Space, as defined in the Declaration, for a single-story house; or 3,000 square feet of Living Space, as defined in the Declaration, for multi-story homes.

2. Subject to the provisions of Sections 6.04(c), 6.04(d) and 6.05 of the Declaration, the Property shall be subject to the following minimum setbacks:

BERKOWITZ, LEFKOVITS (i) Front Setback: 25 feet, except that any Lot within the Property which abuts the "Golf Club Property", as defined in the Declaration, or Greystone Drive shall have a 50-foot setback.  
KLERI TEDROW  
1600 SOUTHTRUST TOWER  
BIRMINGHAM, AL 35203

(ii) Rear Setback: 25 feet, except that any Lot within the Property which abuts the "Golf Club Property", as defined in the Declaration, or Greystone Drive shall have a 50-foot setback.

(iii) Side Setbacks: 5 feet, except that any Lot within the Property which abuts the "Golf Club Property", as defined in the Declaration, or Greystone Drive shall have a 50-foot setback.

The foregoing setbacks shall be measured from the property lines of the Property.

3. Ad valorem taxes due and payable October 1, 1991, and all subsequent years thereafter.

4. Fire district dues and library district assessments for the current year and all subsequent years thereafter.

5. Mining and mineral rights not owned by Grantor.

6. All applicable zoning ordinances.

7. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of the Declaration.

8. All easements, restrictions, reservations, agreements, rights-of-way, buildings setback lines and any other matters of record.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself, and its heirs, successors and assigns, that:

(i) Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and

limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor;

(ii) Grantor, its successors and assigns, shall have the right to develop and construct attached and detached townhouses, condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or patio homes on any of the areas indicated as "MD" or medium density residential land use classifications on the Development Plan for the Development; and

(iii) The purchase and ownership of the Property shall not entitle Grantee or the family members, guests, invitees, heirs, successors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course, clubhouse and other related facilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned ST. IVES AT GREYSTONE, INC. has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

ST. IVES AT GREYSTONE, INC.,  
an Alabama corporation

By: James H. Johnson

Its: President

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that James H. Johnson whose name as President of ST. IVES AT GREYSTONE, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation in its capacity as general partner.

Given under my hand and official seal, this the 15<sup>th</sup> day of August, 1991.

James H. Johnson  
Notary Public  
My Commission Expires: 7/18/95

EXHIBIT A

Commence at the northwest corner of said Section 33 thence run south along the west line of said Section 33 for a distance of 1,039.75 feet to a point; thence turn an interior clockwise angle to the right of 98° 12' 21" and run in a southeasterly direction for a distance of 30.02 feet to a point; thence turn an angle to the left of 65° 33' 07" and run in a northeasterly direction for a distance of 104.94 feet to a point; thence turn an angle to the right of 78° 49' 56" and run in a southeasterly direction for a distance of 133.52 feet to a point; thence turn an angle to the left of 44° 49' 40" and run in a northeasterly direction for a distance of 102.22 feet to an iron pin; thence turn an interior counterclockwise angle to the left of 133° 09' 19" and run in a southeasterly direction for a distance of 422.74 feet to an iron pin; thence turn an interior clockwise angle to the right of 193° 44' 59" and run in a southeasterly direction for a distance of 119.62 feet to an iron pin; thence turn an interior clockwise angle to the right of 165° 40' 51" and run in a southeasterly direction for a distance of 119.57 feet to an iron pin; thence turn an interior clockwise angle to the right of 129° 13' 22" and run in a northeasterly direction for a distance of 149.65 feet to an iron pin at the point of beginning; thence an angle to the right of 119° 53' 51" and run in a southwesterly direction for a distance of 144.15 feet to an iron pin; thence turn an interior clockwise angle to the right of 193° 34' 51" and run in a southwesterly direction for a distance of 155.00 feet to an iron pin on the northeast right of way of King Stables Road, a private roadway, as recorded in Greystone First Sector, Map Book 14; Page 91, in the office of the Judge of Probate, Shelby County, Alabama; thence turn an interior clockwise angle to the right of 90° 00' 00" and run in a southeasterly direction along said right of way for a distance of 125.00 feet to a point on a curve to the left having a central angle of 90° 00' 00" and a radius of 25.00 feet; thence run in a northeasterly direction along the arc of said curve for a distance of 39.27 feet to a point on the northwest right of way of an extension of Greystone Drive, a private roadway; thence run tangent to last stated curve in a northeasterly direction along said right of way for a distance of 200.00 feet to a point on a curve to the left having a central angle of 29° 00' 00" and a radius of 820.68 feet; thence run in a northeasterly to northwesterly direction along the arc of said curve and also along said right of way for a distance of 415.38 feet to an iron pin; thence turn an interior clockwise angle to the right from the chord of last stated curve of 75° 30' 00" and run in a southwesterly direction for a distance of 199.14 feet to an iron pin; thence turn an interior clockwise angle to the right of 97° 02' 26" and run in a southeasterly direction for a distance of 249.29 feet to the point of beginning. Said parcel containing 104,846 square feet, more or less.

STATE OF ALABAMA  
I CERTIFY THIS  
DOCUMENT WAS FILED

91 AUG -2 AM 11:38

1. Road Tax	25.00
2. Mig. Tax	
3. Recording Fee	10.00
4. Indexing Fee	3.00
5. No Tax	
6. Certified Fee	1.00
	29.00