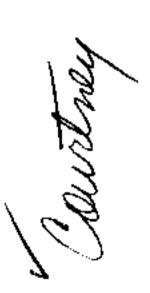


STATUTORY WARRANTY DEED

INDIVIDUAL

04// 08:28 AM SHEW COUNTY JU 201 MCD 1992-6017 CERTIFIED



RECORDING SHOULD BE RETURNED TO:	SEND TAX NOTICE TO:
Courtney Mason & Associates, P.C.	Thomas S. Stuart
<u> 100 Concourse Parkway Suite 350</u> Birmingham, Alabama 35244	
THIS STATUTORY WARRANTY DEED is executed and deliver 1992 by ST. IVES AT GREYSTONE, INC., a	ed on this 20thday of April
Thomas S. Stuart and Sharon A. Donalds	on, ("Grantee").
as Tenants- in - Common NOW ALL MEN BY THESE PRESENTS, that for and in consi	ideration of the sum of
FORTY FOUR THOUSAND NINE HUNDRED AND N	0/100ths
Dollars (\$ 44,900.00 ), in hand paid by Grantee to Granto and sufficiency of which are hereby acknowledged by Grantor, Grant and CONVEY unto Grantee the following described real property Lot 1, according to the Survey of St. I Book 15 Page 70 A&B, in the Probate Off being situated in Shelby County, Alabam	ntor does by these presents, GRANI, BARGAIN, SELL y (the "Property") situated in Shelby County, Alabama: ves at Greystone, as recorded in ice of Shelby County, Alabama; na. Mineral and mining rights exc
TOGETHER WITH the nonexclusive easement to use the prival all as more particularly described in the Greystone Residential I dated November 6, 1990 and recorded in Real 317, Page 260 in the Pr with all amendments thereto, is hereinafter collectively referred to expressly defined herein shall have the same meanings given to the	robate Office of Shelby County, Alabama (which, together as the "Declaration"). Capitalized terms not otherwise
The Property is conveyed subject to the following:	
1. Any Dwelling built on the Property shall contain not less to a single-story Dwelling; 2600 square feet of Living Space for a two (2) or more story Dwelling more shall contain a minimum of 1600 square feet.	ng Space for a 1½ story Dwelling; or <u>2800</u> g; provided, however, that any Dwelling of 1½ stories or
2. Subject to the provisions of Sections 6.04(c), 6.04(d) and 6.0 following minimum setbacks:	)5 of the Declaration, the Property shall be subject to the
-	
(i) Front Setback: 20 feet; (ii) Side Setback: 10 feet; (iii) Rear Setbacks: 25 feet; provided, however, the	hat if the Property is contiguous to the Golf Club Property
then the rear set back for The foregoing setbacks shall be measured from the property in	the Property shall be 50 feet from the Golf Club Property ines of the Property.
3. Ad valorem taxes due and payable October 1, 1992	and all subsequent years thereafter.
4. Fire district dues and library district assessments for the cu	rrent year and all subsequent years thereafter.
<ol><li>Mining and mineral rights not owned by Grantor.</li></ol>	
<ol><li>All applicable zoning ordinances.</li></ol>	
7. The easements, restrictions, reservations, covenants, agreem	ients and all other terms and provisions of the Declaration
8. All easements, restrictions, reservations, agreements, rights-of	
Grantee, by acceptance of this deed, acknowledges, covenants at administrators, personal representatives and assigns, that:	id agrees for <u>their</u> self and <u>their</u> heirs, executors
(i) Grantor shall not be liable for and Grantee hereby waives and a shareholders, partners, mortgagees and their respective successor of loss, damage or injuries to buildings, structures, improvements, or other person who enters upon any portion of the Property as a subsurface conditions, known or unknown (including, without limestone formations and deposits) under or upon the Property or a with the Property which may be owned by Grantor;	rs and assigns from any hability of any nature on account personal property or to Grantee or any owner, occupant result of any past, present or future soil, surface and/or limitation, sinkholes, underground mines, tunnels and property surrounding, adjacent to or in close proximit
(ii) To the extent the Property is situated adjacent to the Golf Chul St. Ives Reciprocal Easement Agreement dated August 1, 1991 a of Shelby County, Alabama, as amended, lighted tennis courts improvements may be constructed adjacent to the boundary of the between the property line of the Property and such tennis courts.	s, swimming pools and other recreational facilities an e Property so long as a 100-foot buffer area is maintaine rts, swimming pools or other improvements; and
(iii) The purchase and ownership of the Property shall not entit successors or assigns of Grantee, to any rights to use or otherwise facilities or amenities to be constructed on the Golf Club Prop	se enter onto the golf course, clubhouse and other relate serty.
TO HAVE AND TO HOLD unto the said Grantee, their and assigns forever.	neirs, executors, administrators, personal representative
IN WITNESS WHEREOF, the undersigned ST. IVES AT GREY to be executed as of the day and year first above written.	ISTONE, INC. has caused this Statutory Warranty Dec
	ST. IVES AT GREYSTONE, INC., an Alabama corporation
	By: Charles Givianpour,
STATE OF ALABAMA )	Its: Secretary
SHELBY COUNTY )	1
I, the undersigned, a Notary Public in and for said county, in said whose name as <u>Secretary</u> of ST. It is signed to the foregoing instrument, and who is known to me, so of the contents of said instrument, he, as such officer and with foresame bears date for and as the act of such corporation.	IVES AT GREYSTONE, INC., an Alabama corporation acknowledged before me on this day that, being inform
Given under my hand and official seal, this the 20th day of	ofApril 1992.
COURTNEY H. MASON, JR. MY COMMUNICATION EXPIRES	Notary Public
9/91 MY COMMISSION EXPIRES	My Commission Expires: 3-5-90

9/91

3-5-95