

This Instrument Prepared By:

Send Tax Notice To:

Hugh C. Henderson
3414 Old Columbiana Road
Birmingham, AL 35226

Susan O'Mara Burks
2602 Royal Circle
Helena, AL 35080

WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS
That in consideration of ~~ten~~ ^{FIVE HUNDRED} and no/100s ^{500⁰⁰} (~~\$10.00~~) Dollars, and other good and valuable consideration, to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is acknowledged, We,

DAVID S. BURKS and wife, SUSAN O'MARA BURKS

(herein referred to as Grantors, whether one or more), grant, bargain, sell, and convey unto

SUSAN O'MARA BURKS

(herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 122, according to the Survey of Greystone-1st Sector, 1st Phase, as recorded in Map Book 14, Page 91 in the Probate Office of Shelby County, Alabama.

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 2600 square feet of Living Space, as defined in the Declaration, for a single-story house; or 3000 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:

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- (i) Front Setback: 50 feet;
- (ii) Rear Setback: 50 feet;
- (iii) Side Setbacks: 15 feet.

The foregoing setbacks shall be measured from the property lines 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 current year and all subsequent years thereafter.

5. Mining and mineral rights not owned by grantors.

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, covenant, and agrees for her heirs, executors, administrators, personal representatives, and assigns, that:

(i) Grantors shall not be liable for and, Grantee\$, jointly and severally, hereby waives and releases Grantors, their 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, know 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) Grantors, their successors and assigns, shall have the right to develop and construct attached and detached townhouses, condominiums, cooperatives,, duplexes, zero-lot-line homes or 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, for and during her life and upon her death, then to her heirs and assigns of such forever, together with every contingent remainder and right of revision.

IN WITNESS WHEREOF, the undersigned Grantors have cause this Warranty Deed to be executed as of the 7 day of DECEMBER, 1992.

Suzanne Allen
WITNESS

David S. Burks
DAVID S. BURKS

Laura Miller
WITNESS

Susan O'Mara Burks
SUSAN O'MARA BURKS

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that DAVID S. BURKS, and wife, SUSAN O'MARA BURKS, whose names are signed to the foregoing conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of December, 1992.

James D. Sehe
NOTARY PUBLIC
My Commission Expires:

My Commission Expires January 9, 1994

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