

THIS INSTRUMENT PREPARED BY  
AND UPON RECORDING SHOULD BE  
RETURNED TO:

Clayton T. Sweeney  
CORLEY, MONCUS & WARD, P.C.  
2100 SouthBridge Parkway, Suite 650  
Birmingham, AL 35209

SEND TAX NOTICE TO:

LAYNE FINLAY  
LYNN FINLAY  
3500 VICTORIA ROAD  
BIRMINGHAM, AL 35223

**STATUTORY WARRANTY DEED**

THIS STATUTORY WARRANTY DEED is executed and delivered  
on this 26th day of FEBRUARY, 19 93 by CLAY BISHOP HOMES, INC., a corporation ("Grantor"), in  
favor of LAYNE FINLAY AND LYNN FINLAY, HUSBAND AND WIFE  
("Grantees").

KNOW ALL MEN BY THESE PRESENTS, that for and in  
consideration of the sum of ONE HUNDRED TWENTY-SIX  
THOUSAND-- Dollars (\$126000.00), in  
hand paid by Grantees 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  
Grantees for and during their joint lives and upon the  
death of either of them, then to the survivor of them in  
fee simple, together with every contingent remainder and  
right of reversion, the following described real property  
(the "Property") situated in Shelby County, Alabama:

LOT 30, ACCORDING TO THE SURVEY OF GREYSTONE, 4TH SECTOR, AS RECORDED  
IN MAP BOOK 16 PAGE 89 A, B, & C IN THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA; BEING SITUATED IN 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. The Property shall be used for single-family  
residential purposes only and any dwelling built  
thereon shall contain not less than 3,000 square feet  
of Living Space, as defined in the Declaration, for a  
single-story house; or 3,600 square feet of Living  
Space, as defined in the Declaration, for multi-story  
homes.

WARR.JT3/GENERAL/GREYRES

Corporate-Partnership

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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:

- (i) Front Setback: 50 feet;
- (ii) Rear Setback: 75 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, 1993, 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.

Grantees, by acceptance of this deed, acknowledge, covenant and agree for themselves and their heirs, executors, administrators, personal representatives and assigns, that:

(i) Grantor shall not be liable for and Grantees 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 Grantees 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) Developer, 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 Grantees or the family members, guests, invitees, heirs, successors or assigns of Grantees, 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 Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of revision.

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

CLAY BISHOP HOMES, INC.

By: Clay Bishop

Its: PRESIDENT

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that CLAY BISHOP whose name as PRESIDENT of CLAY BISHOP HOMES, INC., 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.

Given under my hand and official seal, this the 26TH day of FEBRUARY 1993.

Clayton T. Sweeney  
Notary Public Clayton T. Sweeney

Inst # 1993-06456  
My Commission Expires: 5-29-95

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