

THIS INSTRUMENT PREPARED BY
AND UPON RECORDING SHOULD BE
RETURNED TO:
Mr. Brian Doyle
2073 Lake View Lane
Birmingham, Alabama 35244

SEND TAX NOTICE TO:
Mr. and Mrs. Gustin
2281 Red Mountain Terrace
Birmingham, Alabama 35205

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED is executed and delivered on this 28th day of May, 1993 by D.K.M. Enterprises, Inc. ("Grantor"), in favor of Fred W. Gustin and wife, Mary Jo Gustin ("Grantees").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Fifty-Nine Thousand Dollars (\$59,000.00), 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 54, 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.

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"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

ALL OF THE ABOVE RECITED PURCHASE PRICE WAS PAID FROM A MORTGAGE LONA CLOSED SIMULTANEOUSLY
The Property is conveyed subject to the following: HEREWITH.

1. Any dwelling built on the Property 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.

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: 50 feet;
- (iii) Side Setback: 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, building 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, jointly and severally, 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; and

(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 classifications on the Development Plan for the Development; and

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10:35 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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(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 D.K.M. Enterprises, Inc. has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

D.K.M. Enterprises Inc.

By: W.B. Doyle

Its: Pres

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that William B. Doyle whose name as President of D.K.M. Enterprises, 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.

Given under my hand and official seal, this the 28th day of May, 1993.

Sheila H. Ellis
Notary Public

My Commission Expires: 2/26/99

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10:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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