

This Instrument Prepared By:

Mary Thornton  
Dominick, Fletcher, Yeilding,  
Wood & Lloyd, P.A.  
2121 Highland Avenue  
Birmingham, Alabama 35205

Send Tax Notice To:

James Oliver Richards  
Gypsy R. Richards  
432 Cedar Cove Drive  
Alpine, Alabama 35014

STATE OF ALABAMA )  
COUNTY OF SHELBY )

### STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of Fifty Thousand Dollars (\$50,000.00) to the undersigned Ken Underwood Classic Homes, Inc., an Alabama corporation ("Grantor"), in hand paid by James Oliver Richards and Gypsy R. Richards ("Grantees"), the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantees, as tenants in common in equal shares, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 133, according to the 1st Amended Plat of Greystone Farms, Milner's Crescent Sector, Phase 1, as recorded in Map Book 19 page 140 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 Farms Declaration of Covenants, Conditions and Restrictions recorded as Instrument #1995-16401 in the Probate Office of Shelby County, Alabama (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 2300 square feet of Living Space, as defined in the Declaration, for a single-story house; or 2500 square feet of Living Space, as defined in the Declaration, for a story and one-half; or 2900 square feet of Living Space, as defined in the Declaration, for a two-story house.
2. Subject to the provisions of the Declaration, the Property shall be subject to the following minimum setbacks:
  - (i) Front Setback: 30 feet;
  - (ii) Rear Setback: 35 feet; and
  - (iii) Side Setback: 10 feet.

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

3. Ad valorem taxes due and payable October 1, 1996, 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.

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7. The easements, restrictions, covenants, agreements and all other terms and provisions of the Declaration, including, specifically, the approval of all plans and specifications by the Architectural Review Committee, as defined in 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 for their heirs, successors and assigns, that:

(i) Grantor shall not be liable for and Grantees hereby waive 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 persons who enter 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) 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 constructed on the Golf Club Property, as defined in the Declaration.

(iii) Pursuant to the Option to Builders as set forth in Paragraph 4 of the February 28, 1995 Sales Contract for Unimproved Lots ("Sales Contract") entered into by and between Grantor and Greystone Lands, Inc., an Alabama corporation, only the Builders, as defined in the Sales Contract, shall engage in the business of constructing single family residences within the Milner's Crescent Sector of Greystone Farms until such time as such Option to Builders is no longer in force and effect.

**TO HAVE AND TO HOLD** unto the said Grantees, their heirs and assigns forever.

**IN WITNESS WHEREOF**, the said Ken Underwood Classic Homes, Inc., an Alabama corporation, by its President, Ken Underwood, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 26<sup>th</sup> day of October, 1995.

Ken Underwood Classic Homes, Inc., an Alabama corporation

By:   
Ken Underwood  
Its President

**STATE OF ALABAMA     )**

**COUNTY OF SHELBY    )**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Ken Underwood, whose name as President of Ken Underwood Classic Homes, Inc.,

an Alabama corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 26<sup>th</sup> day of October, 1995.

John D. Sanson  
Notary Public

[SEAL]

My commission expires:

7/22/97

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