

This instrument prepared by:  
Mary P. Thornton  
Dominick, Fletcher, Yeilding,  
Wood & Lloyd, P.A.  
2121 Highland Avenue  
Birmingham, Alabama 35205

Send Tax Notice To:  
Greystone Lands, Inc.  
601 Beacon Parkway West, Suite 211  
Birmingham, Alabama 35209

## STATUTORY WARRANTY DEED

STATE OF ALABAMA )

SHELBY COUNTY )

) KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of FORTY SEVEN THOUSAND AND NO/100 DOLLARS (\$47,000.00) to the undersigned TAYLOR PROPERTIES, L.L.C., an Alabama limited liability company ("Grantor"), in hand paid by GREYSTONE LANDS, INC. ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto the said Grantee the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 96, according to the Survey of the Final Record Plat of Greystone Farms, Milner's Crescent Sector - Phase 3, as recorded in Map Book 23, page 71, 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 Farms Declaration of Covenants, Conditions and Restrictions recorded as Instrument #1995-16401 in the Probate Office of Shelby County, Alabama, and all amendments thereto.

### SUBJECT TO:

- (1) Ad valorem taxes for the year 1998 and subsequent years not yet due and payable;
- (2) Restrictions, limitations, conditions and building setback lines as shown by Map Book 23, Page 71 and public easements as shown by recorded plat, including, specifically, the following minimum setbacks:
  - (i) Front Setback, 30 feet,
  - (ii) Rear Setback, 35 feet, and
  - (iii) Side Setback, 10 feet;
- (3) Greystone Farms Declaration of Covenants, Conditions and Restrictions recorded as Instrument #1995-16401 and 1st Amendment recorded as Instrument #1996-1432 and 2nd Amendment recorded in Instrument #1996-21440 and 3rd Amendment recorded in Instrument #1997-2587 and 4th Amendment recorded in Instrument #1998-10062 in said Probate Office;
- (4) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 121, page 294 and Deed Book 60, page 260 in said Probate Office;
- (5) Easement(s) to BellSouth Communications as shown by instrument recorded as Instrument #1995-7422 in said Probate Office;
- (6) Amended and Restated restrictive covenants including building setback lines and specific provisions for dense buffer along Hugh Daniel Drive, all as set out in instrument recorded in Real 265, page 96 in said Probate Office and which setback lines and dense buffer are shown on a survey of Paragon Engineering, Inc. dated July 14, 1994;
- (7) Rights of others to the use of Hugh Daniel Drive as described in instrument recorded in Deed Book 301, page 799 in said Probate Office;

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SHELBY COUNTY JUDGE  
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(8) Shelby Cable Agreement recorded in Real 350, page 545 in said Probate Office;

(9) Covenants and Agreement for water service as set out in an Agreement recorded in Real Book 235, page 574 as modified by Agreement recorded as Instrument #1992-20786, as further modified by Agreement recorded as Instrument #1993-20840 in said Probate Office;

(10) Right of way from Daniel Oak Mountain Limited Partnership to Shelby County recorded on July 13, 1994 as Instrument #1994-21963 in said Probate Office;

(11) Development Agreement between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as Instrument #1994-22318 and 1st Amendment recorded in Inst. #1996-0530 and 2nd Amendment recorded in Inst. #1998-16170 in said Probate Office;

(12) Greystone Farms Reciprocal Easement Agreement recorded as Instrument #1995-16400 in said Probate Office; and

(13) Greystone Farms Community Center Property Declaration of Covenants, Conditions and Restrictions recorded as Instrument #1995-16403 in said Probate Office.

**TO HAVE AND TO HOLD** unto the said Grantee, its successors and assigns forever.

**IN WITNESS WHEREOF**, Grantor, Taylor Properties, L.L.C., by and through Wendell H. Taylor, Jr., its Member, who is authorized to execute this Statutory Warranty Deed as provided in Grantor's Articles of Organization and the November 19, 1996 Amended and Restated Operating Agreement which, as of this date have not been further modified or amended, has hereto set its signature and seal this 9 day of July, 1998.

**TAYLOR PROPERTIES, L.L.C.,**  
an Alabama limited liability company

By: Wendell H. Taylor, Jr.  
Wendell H. Taylor, Jr.  
Its Member

STATE OF ALABAMA )  
 )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Wendell H. Taylor, Jr., whose name as Member of Taylor Properties, L.L.C., an Alabama limited liability company, 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 such conveyance, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 9 day of July, 1998.

John D. Johnson  
Notary Public

[SEAL]

My commission expires: 7/26/01

DEY/Milner Deed - Wendall/No Mortgage/65530

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