

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 290E
Birmingham, AL 35223

Send Tax Notice to:
DKM ENTERPRISES, INC.

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of ONE HUNDRED THIRTY-FIVE THOUSAND AND 00/100 DOLLARS (\$135,000.00) and other good and valuable consideration, paid to the undersigned grantor, ST. CHARLES AT GREYSTONE, INC., in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said ST. CHARLES AT GREYSTONE, INC. (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto DKM ENTERPRISES, INC. (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 4, according to the Survey of St. Charles at Greystone, Phase II, as recorded in Map Book 16, Page 22, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

The above property is conveyed subject to:

1. Ad valorem taxes due and payable October 1, 2000, and all subsequent years thereafter.
2. Library district assessments for the current year and all subsequent years thereafter.
3. Mining and mineral rights not owned by Grantor.
4. All applicable zoning ordinances.
5. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of 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, as amended, (which together with all amendments thereto is hereinafter collectively referred to as the "Declaration").
6. An dwelling built on the Property shall contain not less than 3,800 square feet of living space, as defined in the Declaration, for a single-story house; or 4,000 square feet of living space, as defined in the Declaration, for multi-story homes or 4,500 square feet of living space for a two story house with 2,500 square feet approximate minimum on main level.
7. 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.
8. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

Neither Grantor nor any Agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Grantee has the obligation to determine, either personally or through or with

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CLAYTON T. SWEENEY, ESQUIRE
2700 HIGHWAY 280 EAST
SUITE 290E
BIRMINGHAM, AL 35223

a representative of Grantee's choosing, any and all conditions of the Property material to Grantee's decision to buy the Property, including without limitation, subsurface conditions, including the presence or absence of sinkhole, mining activity, wells, or buried tanks and other objects, soils conditions; utility and sewer availability and condition. Except as otherwise stated in the Contract, Grantee accepts the Property in its Present "AS IS" condition.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents, and employees of Grantor; (ii) the officers, directors, employees and agents of Grantor or trustees thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through the Grantee.

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

IN WITNESS WHEREOF, St. Charles at Greystone, Inc. has caused this statutory warranty deed to be executed by its duly authorized officer this 27th day of January, 2000.

GRANTOR:

ST. CHARLES AT GREYSTONE, INC.

BY: C. S. Givianpour
Charles S. Givianpour
ITS: President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Charles S. Givianpour, whose name as President of St. Charles at Greystone, Inc., is signed to the foregoing Deed; and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

27th Given under my hand and office seal of office this the 27th day of January, 2000.

[Signature]
Notary Public

My Commission Expires: 6/5/2003

The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained hereinabove.

DKM Enterprises, Inc.

By: 

William B. Doyle

Its: President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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 DKM Enterprises, 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, in capacity as such officer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of January, 2000.


Notary Public

My Commission expires: 6-5-2003

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SHELBY COUNTY JUDGE OF PROBATE
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