

THIS INSTRUMENT PREPARED BY:  
Mary Thornton Taylor  
Dominick, Fletcher, Yeilding,  
Wood & Lloyd, P.A.  
2121 Highland Avenue South  
Birmingham, Alabama 35205

SEND TAX NOTICE TO:  
Donald Allen Reed  
Tracy H. Reed  
2213 Cahaba Valley Drive  
Birmingham, Al. 35242

**STATUTORY WARRANTY DEED  
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

THIS STATUTORY WARRANTY DEED is executed and delivered on this 29th day of February, 2000 by GREYSTONE FARMS NORTH, L.L.C., an Alabama limited liability company ("Grantor") in favor of DONALD ALLEN REED and TRACY H. REED ("Grantee") as joint tenants with right of survivorship

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Hundred Fifteen Thousand and No/100 Dollars (\$115,000.00), in hand paid by Grantee 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 Grantee, as joint tenants with right of survivorship, the following described real property (the "Property") situated in Shelby County, Alabama:

Lot 1, according to the First Amended Plat of Final Plat of Subdivision, North Lake at Greystone, Phase 2, as recorded in Map Book 23, Page 58, 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 North Declaration of Covenants, Conditions and Restrictions recorded as Instrument #1996-17498 and the First Amendment thereto recorded as Instrument #1998-10063 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 3,000 square feet of Living Space, as defined in the Declaration, for a single-story house; or 3,200 square feet of Living Space, as defined in the Declaration, for a multi-story home.
2. Building setback line as set out in the Declaration of Covenants, Conditions and Restrictions of Greystone Farms North as recorded in Inst. #1996-17498 and amended in Inst. #1998-10063 and as shown by Map Book 23, Page 57 in Probate Office and described as follows:
  - (i) Front Setback: 50 feet;
  - (ii) Rear Setback: 35 feet; and
  - (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, 2000, and all subsequent years thereafter including any loss, claim, damage or expense including additional tax due, if any, due to the fact that ad valorem taxes for subject property have been paid under a current use assessment.
4. General and special taxes or assessments for 2000 and all subsequent years not yet due and payable.
5. The easements, restrictions, covenants, agreements and all other terms and provisions of the Declaration and recorded plat.

6. Mineral and mining rights not owned by Grantor.
7. All applicable zoning ordinances.
8. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

**PURCHASER HEREBY WAIVES AND RELEASES SELLER, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MORTGAGEES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY LIABILITY OF ANY NATURE ON ACCOUNT OF LOSS, DAMAGE OR INJURY TO THE BUILDINGS, IMPROVEMENTS, PERSONAL PROPERTY OR TO PURCHASER 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.**

**TO HAVE AND TO HOLD** unto the said Grantee, as joint tenants with right of survivorship, their heirs and assigns forever.

**IN WITNESS WHEREOF**, Grantor, Greystone Farms North, L.L.C., by and through Michael D. Fuller, as President of Tyrol, Inc., an Alabama corporation, a Member of Greystone Farms North, L.L.C., who is authorized to execute this Statutory Warranty Deed as provided in Grantor's Articles of Organization and Operating Agreement which, as of this date have not been modified or amended, has hereto set its signature and seal this 29<sup>th</sup> day of February, 2000.

**GREYSTONE FARMS NORTH, L.L.C.,  
an Alabama limited liability company**

By: Tyrol, Inc.,  
an Alabama corporation, Its Member

By: Michael D. Fuller  
Michael D. Fuller  
Its President

**STATE OF ALABAMA     )  
JEFFERSON COUNTY    )**

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Michael D. Fuller, whose name as President of Tyrol, Inc., an Alabama corporation, a Member of GREYSTONE FARMS NORTH, L.L.C., an Alabama limited liability company, 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 for and as the act of said corporation, acting in its capacity as Member as aforesaid.

Given under my hand and official seal, this the 29<sup>th</sup> day of February, 2000.

Mar. Goulette Johnson  
Notary Public  
My Commission Expires: 7/24/2001

DFY/w0102540

Inst # 2000-11341

04/06/2000-11341  
2 11:17 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
OFF. NO. 48.00