

THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:
Stephen R. Monk, Esq,
Bradley Arant Rose & White, LLP
One Federal Place, 1819 Fifth Avenue North
Birmingham, Alabama 35243

SEND TAX NOTICE TO:

Ms. Sheila D. Ellis
Daniel Corporation
P. O. Box 43250
Birmingham, Alabama 35243

THIS STATUTORY WARRANTY DEED is executed and delivered on this 3rd day of April, 2003 by RICHARD C. AMBERSON D/B/A AMBERSON CONSTRUCTION ("Grantor"), in favor of GREYSTONE DEVELOPMENT COMPANY, LLC ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Hundred Thirty-One Thousand and No/100 Dollars (\$131,000.00), 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 the following described real property (the "Property") situated in Shelby County, Alabama:

Lot 601, according to the Survey of Greystone Legacy, 6th Sector as recorded in Map Book 29, Page 21, in the Office of the Judge of Probate of Shelby County, Alabama.

The Property is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 2003, 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, liens, assessments, agreements and all other terms and provisions of the Greystone Legacy Declaration of Covenants, Conditions and Restrictions dated as of December 1, 1999 and recorded as Instrument No. 1999-50995 in the Office of the Judge of Probate of Shelby County, Alabama, as amended, (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").
6. Any Dwelling, as defined in the Declaration, 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 home.
7. Subject to the provisions of Sections 6.04(a), 6.04(b) and 6.05 of the Declaration, minimum building setback requirements for any Dwelling, as defined in the Declaration, to be constructed, erected, placed or maintained on the Property shall be as follows:

- | | |
|----------------------|-----------------|
| (i) Front Setback: | <u>50</u> feet; |
| (ii) Rear Setback: | <u>50</u> feet; |
| (iii) Side Setbacks: | <u>15</u> 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.

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

IN WITNESS WHEREOF, the undersigned RICHARD C. AMBERSON D/B/A AMBERSON CONSTRUCTION has caused this Statutory Warranty Deed to be executed as of the day and year first above written.



RICHARD C. AMBERSON D/B/A
AMBERSON CONSTRUCTION

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard C. Amberson d/b/a Amberson Construction is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 3rd day of April, 2003.


Notary Public
My Commission Expires: 3/30/2006

STATUTORY
WARRANTY DEED

CORPORATE-
PARTNERSHIP