

Shelby County, AL 07/27/2006 State of Alabama

Deed Tax: \$241.50

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 35203

SEND TAX NOTICE TO: Ms. Sheila Ellis Greystone Development Company, LLC 3595 Grandview Parkway, Suite 400 Birmingham, Alabama 35243

THIS STATUTORY WARRANTY DEED is executed and delivered on this 12th day of July, 2006 by RCJ HOME BUILDING, INC., an Alabama corporation ("Grantor"), in favor of GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company "Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Two Hundred Forty-One Thousand Two Hundred Fifty and No/100 Dollars (\$241,250.00), 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:

Lots 2 and 3, according to the Survey of Greystone, 6th Sector, Phase I, as recorded in Map Book 33, Page 57 in the Office of the Judge of Probate of Shelby County, Alabama.

The Property is conveyed subject to the following:

- Ad valorem taxes due and payable October 1, 2006, and all subsequent years thereafter.
- Library district assessments for the current year and all subsequent years thereafter.
- Mining and mineral rights not owned by Grantor.
- All applicable zoning ordinances.
- 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").
- Any Dwelling, as defined in the Declaration, built on the Property shall contain not less than 2,400 square feet of Living Space, as defined in the Declaration, for a single-story house; or 2,800 square feet of Living Space, as defined in the Declaration, for multistory home.
- 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: feet; (ii) Rear Setback: ___50_ feet; (iii) Side Setbacks: 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 RCJ HOME BUILDING, INC. has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

RCJ/HDME BWLDING, INC., an Alabama corporation

STATE OF ALABAMA

JEFFERSON COUNTY

, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ray Pearce whose name of RCJ Home Building, Inc., an Alabama corporation, 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 on the day the same bears date for and as the act of such corporation.

Given under my hand and official seal, this the 12¹⁷ day of July, 2006.

Notary Public My Commission Expires:



ATTORNE

WARRANTY DEED

CORPORATE-

PARTNERSHIP