GREYSTONE

OK 397 PAGE 570

STATUTORY
WARRANTY DEED

CORPORATE PARTNERSHIP THIS INSTRUMENT PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO:

BHEILA D. ELLIS

DANIEL CORPORATION

P. Q. BOX 385001

BIRMINGHAM, ALABAMA 35239-5001

SEND TAX NOTICE TO:

BOSE JUS. HEENCY

PO. BOX 67

77245541112 41. 35/73

THIS STATUTORY WARRANTY DEED is executed and delivered on this 16thusy of March

1992 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantor"), in favor of R. L. Best Insurance Agency, Inc.

("Grantee").

Lot 57, according to the Map and Survey of Greystone - 1st Sector, Phese II, as recorded in Map Book 15, Pages 58, 59, 60 and 61 in the Probete 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 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 (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

The Property is conveyed subject to the following:

- 2. 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:

The foregoing setbacks shall be measured from the property lines of the Property.

- 3. Ad valorem taxes due and payable October 1, 1992 , and all subsequent years thereafter.
- 4. Fire district dues and library district assessments for the current year and all subsequent years thereafter.
- 5. Mining and mineral rights not owned by Grantor.
- 6. All applicable soning ordinances.
- 7. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of the Declaration.
- 8. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself, and its heirs, successors and assigns, that:

- (i) Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee 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 which may be owned by Grantor;
- (ii) Grantor, its successors and assigns, shall have the right to develop and construct attached and detached townhouses, condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or patio homes on any of the areas indicated as "MD" or medium density residential land use classifications on the Development Plan for the Development; and
- (iii) The purchase and ownership of the Property shall not entitle Grantee or the family members, guests, invitees, helrs, successors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course, clubhouse and other related facilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration.

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

IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

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DANIEL OAK MOUNTAIN LIMITED
PARTNERSHIP, an Alabama limited partnership

By: DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, Its General Pattners

10: Senior Vice President

STATE OF ALABAMA) RIEGE OF PROBATE

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk whose name as Sy. Vice President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership, 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 in its capacity as general partner.

Given under my hand and official seal, this the 16th day of Morch 1992

Notary Public Jan Jan

My Commission Expires: _

11/90