

THIS INSTRUMENT PREPARED BY
AND UPON RECORDING SHOULD BE
RETURNED TO:
Stephen R. Monk, Esq.
Daniel Corporation
P.O. Box 385001
Birmingham, Alabama 35238-5001

90,000.00
SEND TAX NOTICE TO:

Taylor Properties
No. 1 Shades Creek Parkway
Birmingham, AL 35209

Inst # 1993-101065
04/14/1993 AM CERTIFIED
08:53 AM
SHELBY COUNTY JUDGE OF PROBATE

STATUTORY WARRANTY DEED

This STATUTORY WARRANTY DEED is executed and delivered on this 13th day of April, 1993 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantor"), in favor of TAYLOR PROPERTIES, an Alabama general partnership ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten Dollars (\$10.00), 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 that certain real property (the "Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

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 and all amendments thereto (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

The Property is conveyed subject to the following:

1. The Property shall be used for single-family residential purposes only and any dwelling built thereon shall contain not less than 1,700 square feet of Living Space, as defined in the Declaration, for a single-story house; or 1,900 square feet of Living Space, as defined in the Declaration, for multi-story homes.

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:

(i) Front Setback:	0 feet;
(ii) Rear Setback:	5 feet;
(iii) Side Setbacks:	0 feet.

WARR.COR/GENERAL/GREYRES

Cashier Title

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

3. Ad valorem taxes due and payable October 1, 1993, 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 zoning 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 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, heirs, 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.

DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP,
an Alabama limited partnership

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

By:



Its:

Senior Vice President

STATE OF ALABAMA)

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 Senior 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 13th day of April, 1993.

Shirley H. Ellis
Notary Public

My Commission Expires: 2/26/94

Exhibit A

A parcel of land situated in the NE 1/4 of Section 32, Township 18 South, Range 1 West, being more particularly described as follows:

Commence at the Northeast Corner of the NE 1/4 of Section 32, Township 18 South, Range 1 West; thence West along the North Section Line of said section a distance of 620.93 feet to a point, said point being the Northeasterly Corner of Lot 2-A, according to the Resurvey of Lot 2, Greystone 2nd Sector, as recorded in Map Book 17, Page 27 in the Office of the Judge of Probate of Shelby County, Alabama; thence 49 deg. 55 min. 31 sec. to the left in a Southwesterly direction along said Lot 2-A, a distance of 155.00 feet to the Northeastern corner of Lot 2-C, according to the Resurvey of Lot 2, Greystone - 2nd Sector, as recorded in Map Book 17, Page 27 in the aforesaid Probate Office, which point is also the POINT OF BEGINNING; thence 30 deg. 50 min. 49 sec. to the left in a Southerly direction a distance of 512.19 feet to a point on the proposed Northwesterly right-of-way line of Greystone Way (a private roadway), said point being on a curve to the right having a radius of 531.60 feet and a central angle of 33 deg. 50 min. 13 sec.; thence 133 deg. 09 min. 38 sec. to the left (angle measured to tangent) in a Northeasterly direction along the arc of said curve and said proposed right-of-way line a distance of 313.94 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction along the Northwesterly line of said proposed right-of-way line a distance of 296.45 feet to a point; thence 90 deg. 46 min. 31. sec. to the left in a Northerly direction a distance of 148.85 feet to a point; thence 61 deg. 30 min. 46 sec. to the left in a Northwesterly direction a distance of 573.21 feet to the POINT OF BEGINNING;

According to the survey of Walter Schoel Engineering Company, Inc. dated January 27, 1993, revised April 13, 1993.

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004 MCD 105.00