

SEND TAX NOTICE TO:
Kenneth James and Theresa A. Bruno
5004 Greystone Way
Birmingham, Alabama 35242

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED is executed and delivered on this 25th day of June, 1996 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantor"), in favor of KENNETH JAMES BRUNO and wife, THERESA A. BRUNO, ("Grantees").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Two Hundred Sixty Thousand Dollars (\$260,000.00), in hand paid by Grantees 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 Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real property (the "Property") situated in Shelby County, Alabama:

Lot 5A, according to the Resurvey of Lots 5 and 6, St. Charles at Greystone, Phase II, as recorded in Map Book 21, Page 34 in the Probate Office of Shelby County, Alabama.

The Property is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1996, and all subsequent years thereafter.
2. Fire district dues and 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, 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 (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration"), the St. Charles Reciprocal Easement Agreement dated December 20, 1991, and recorded in Real 378, Page 925 in the Probate Office of Shelby County, Alabama and the Supplemental Protective Covenants for Greystone Lake 1 Property dated December 20, 1991 and recorded in Real 378, Page 948 in the Probate Office of Shelby County, Alabama.
6. Any Dwelling built on the Property shall contain not less than 3,800 square feet for a single-story home, 4,000 square feet for a 1-1/2 story home or 4,500 square feet for a two or more story home; provided that any home of 1-1/2 stories or more shall contain a minimum of 2,500 square feet of Living Space, as defined in the Declaration, on the main floor.
7. Subject to the provisions of 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:	50 feet;
(ii)	Rear Setback:	50 feet;
(iii)	Side Setback:	15 feet.
8. All easements, restrictions, reservations, agreements, rights-of-way building setback lines and any other matters of record.

Grantees, by acceptance of this deed, acknowledge, covenant and agree for themselves, and their heirs, executors, administrators, personal representatives and assigns, that:

(i) Grantor has not made and does not make any representations or warranties, either express or implied, as to the physical condition of the Property, the suitability of the Property for any intended use and/or whether there exists any toxic or hazardous waste or other substance of any kind on the Property. Furthermore, Grantees acknowledges and agrees that Grantees has assumed

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002 WCB 271.00

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full responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property and hereby waives and releases Grantor, 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 buildings, improvements, personal property or to Grantees 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) The purchase and ownership of the Property shall not entitle Grantees or the family members, guests, invitees, heirs, successors or assigns of Grantees, 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 Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

IN WITNESS WHEREOF, the undersigned Grantor 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: *DK Lloyd*

Its: *EV VP*

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Donald K. Lloyd whose name as Sr. 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 25th day of June, 1996.

Shirley D. Ellis
Notary Public

My Commission Expires: 2/26/98

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

Stephen R. Monk, Esq.
c/o Daniel Corporation
1200 Corporate Drive
Meadow Brook Corporate Park
Birmingham, Alabama 35242-2940

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