

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 290E
Birmingham, AL 35223

Send Tax Notice to:
Brook Highland Common
Property Association,
Inc.
C/O Faison & Associates, Inc.
181 West Trade Street Suite 1900
Charlotte, NC 28202-5399

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, paid to the undersigned grantor, AMSOUTH BANK, a state chartered bank (formerly known as AMSOUTH BANK, N.A., a national association), as ANCILLARY TRUSTEE for FIRST UNION NATIONAL BANK of NORTH CAROLINA, a national association, as TRUSTEE for the PUBLIC EMPLOYEES RETIREMENT SYSTEM of OHIO, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said AMSOUTH BANK, a state chartered bank (formerly known as AMSOUTH BANK, a national banking association), as ANCILLARY TRUSTEE for FIRST UNION NATIONAL BANK of NORTH CAROLINA, a national banking association, as TRUSTEE for the PUBLIC EMPLOYEES RETIREMENT SYSTEM of OHIO (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto BROOK HIGHLAND COMMON PROPERTY ASSOCIATION, INC., an Alabama Corporation (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 2, according to the survey of Brook Highland, Commercial No. 3, as recorded in Map Book 23, Page 91, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The above property is conveyed subject to:

- (1) Ad valorem taxes due and payable October 1, 1998.
- (2) Easement to Alabama Power Company as shown by instrument recorded in Real 220 page 521, Real 220 page 532 and Real 207 page 380, in said Probate Office.
- (3) Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987 and recorded in Real 125 page 249, in said Probate Office.
- (4) Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions recorded in Real 307 page 950 in said Probate Office.
- (5) Declaration of Protective Covenants for the "Watershed Property", which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded in Real 194, Page 54 in said Probate Office.
- (6) Drainage Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates as set out in Real 125 page 238 dated April 14, 1987 in said Probate Office.

(7) Easement for sanitary sewer lines and water lines in favor of The Water Works and Sewer Board of the City of Birmingham as recorded in Real 194 page 1 in said Probate Office.

(8) Restrictive Agreement and Protective Covenants including restrictive use of property as set out in Inst. #1992-14567; Real 308 page 1; Inst. #1993-32511 and Real 200 page 339 in said Probate Office.

(9) Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Betty and Douglas Eddleman, as set out in instrument dated August 9, 1988 and recorded in Real 199 page 18 in said Probate Office.

(10) Agreement concerning Electric Service to NCNB National Bank of North Carolina as Trustee and Brook Highland dated February 5, 1988 and recorded in Real 306 page 119 in said Probate Office.

(11) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 121 page 294 and Deed Book 28 page 581, in said Probate Office.

(12) Declaration of Easement & Restrictive Covenants for Lake Use dated September 14, 1992 and set out by Inst. #1992-20483 in said Probate Office.

(13) Restrictive Covenants dated February 17, 1988 and set out by Real 181 page 995 in said Probate Office.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents, and employees of Grantor; (ii) the officers, directors, employees and agents of Grantor or trustees thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through the Grantee.

Notwithstanding anything contained herein to the contrary, the parties hereby acknowledge and agree that AmSouth Bank executes this Statutory Warranty Deed solely in the capacity as Ancillary Trustee on behalf of First Union National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio. AmSouth Bank shall have no obligations or responsibilities hereunder and makes no warranties or representations hereunder. First Union National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, shall be responsible for all obligations and responsibilities of AmSouth Bank hereunder and Grantee agrees to look solely to First Union National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, for the performance of all obligations and responsibilities of AmSouth Bank hereunder. The parties hereto

further agree that First Union National Bank of North Carolina is not personally or individually liable hereunder, but is involved in this Statutory Warranty Deed solely in its capacity as Trustee for the Public Employees Retirement System of Ohio, and it is understood and agreed that all representations, covenants, understandings or agreements herein made on the part of or behalf of First Union National Bank of North Carolina are made and intended not as personal representations, covenants, understandings or agreements, but are made and intended for the purpose of binding only the assets of the trust over which First Union National Bank of North Carolina is Trustee in favor of the Public Employees Retirement System of Ohio. First Union National Bank of North Carolina is involved in this Statutory Warranty Deed not in its own right, but solely in the exercise of powers conferred upon it by the applicable trust agreement, and Grantee expressly waives any and all personal liability against First Union National Bank of North Carolina.

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

IN WITNESS WHEREOF, AmSouth Bank (formerly known as AmSouth Bank, N.A.), as Ancillary Trustee for First Union National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio has caused this statutory warranty deed to be executed by its duly authorized officer this 8th day of June, 1998.

GRANTOR:
AMSOUTH BANK (formerly
KNOWN AS AMSOUTH BANK, N.A.) as
ANCILLARY TRUSTEE for FIRST UNION
NATIONAL BANK of NORTH CAROLINA,
as TRUSTEE for the PUBLIC
EMPLOYEES RETIREMENT SYSTEM of OHIO

BY: J. Reese Murray, III
ITS: Vice-President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that J. Reese Murray, III, whose name as Vice-President of AmSouth Bank, a state chartered bank (formerly known as AmSouth Bank, N.A., a national banking association), as Ancillary Trustee for First Union National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, is signed to the foregoing Deed; and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said state chartered bank acting in its capacity as Ancillary Trustee as aforesaid.

8th Given under my hand and office seal of office this the
8th day of June, 1998.

[Signature]
Notary Public
My Commission Expires: 5-29-99