



20040630000361760 Pg 1/7 33.00  
Shelby Cnty Judge of Probate, AL  
06/30/2004 15:47:00 FILED/CERTIFIED

STATE OF ALABAMA       )  
                                 :  
COUNTY OF SHELBY       )

SEND TAX NOTICE TO:

Barbara M. Tickle  
1000 Garland Cove  
Birmingham, AL 35242

### **CORRECTIVE STATUTORY WARRANTY DEED**

THIS CORRECTIVE STATUTORY WARRANTY DEED (this "Deed") is executed and delivered on this 30<sup>th</sup> day of June, 2004 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantor"), in favor of BARBARA M. TICKLE, a married woman ("Grantee").

### **RECITALS:**

Pursuant to Statutory Warranty Deed dated September 8, 2003 (the "Original Deed") and recorded as Instrument #20030909000604450 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), Grantor conveyed to Grantee certain real property situated in Shelby County, Alabama which is more particularly described Exhibit A attached hereto and incorporated herein by reference.

Grantor and Grantee desire to amend and restate Paragraph (a) of the Original Deed to specify the types of improvements which may be constructed on the Property.

Paragraph (e)(i) of the Original Deed erroneously refers to the "front and side building set-backs" and should have stated "front and rear building set-backs". Grantor and Grantee also desire to amend the Original Deed to correct certain of the building setback limitations set forth in the Original Deed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 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.

The Property is conveyed subject to the following (collectively, the "Permitted Exceptions"):

1. Ad valorem taxes due and payable October 1, 2003 and all subsequent years thereafter.
2. Library district assessments for the current year and all subsequent years thereafter.
3. All easements, restrictions, rights-of-way, reservations and other matters of record.



4. The use restrictions, covenants and agreements set forth below in this Deed.

TO HAVE AND TO HOLD unto the Grantee, her heirs and assigns, forever; subject however, to the Permitted Exceptions.

Notwithstanding anything provided in this Deed to the contrary, the Property is conveyed subject to and upon the following use restrictions, covenants and agreements:

(a) The Property shall be used solely for Single-Family Residential Purposes, as hereinafter defined. As used herein, the term "Single-Family Residential Purposes" shall mean one (1) or more detached dwelling units for single-family residential use and occupancy (individually a "Dwelling" and collectively "Dwellings") and any and all other uses normally found in any single-family residential development. Notwithstanding anything provided herein to the contrary, no Dwelling or Dwellings shall be constructed, erected, placed, maintained or utilized on any portion of the Property unless the requirements of Paragraph (b) below have been satisfied.

(b) In the event Grantee desires to commence construction of any one or more Dwellings on any portion of the Property, then Grantee, for herself and her heirs and assigns, covenants and agrees to (i) cause that portion of the Property then being developed with Dwellings to be subjected to all of the terms and provisions of the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated as of November 6, 1990 and recorded in Real 317, Page 260 in the Office of the Judge of Probate of Shelby County, Alabama (collectively, with all amendments thereto as of the date hereof and any subsequent amendments made thereto after the date hereof, the "Declaration") and (ii) cause any and all proposed Improvements, as defined in the Declaration, to any of the Property to be approved by the ARC, as defined in the Declaration. Grantor and Grantee acknowledge and agree that the Property is **not** currently encumbered by the terms and provisions of the Declaration; however, immediately prior to commencement of construction of a Dwelling on any portion of the Property, that portion of the Property then being developed for Dwellings will be added to and encumbered by all of the terms and provisions of the Declaration, including, specifically, the obligation to pay Assessments, as defined in the Declaration.

(c) Grantor does hereby assign to Grantee the right, pursuant to Section 2.02 of the Declaration, to add the Property as "Additional Property", as defined in the Declaration, to the Declaration, Grantee, for herself and her heirs and assigns, does hereby covenant and agree to cause that portion of the Property then being developed with Dwellings to be added to the Declaration as Additional Property upon the commencement of construction of a Dwelling on the Property.

(d) Grantor does hereby transfer and assign to Grantee the non-exclusive right and easement to connect to and utilize any and all underground utility lines, pipes, wiring, conduit and other apparatus which may be situated within any of the Common Areas which are abutting, adjacent to or in close proximity with the Property, which easement rights shall be exercised by Grantee, her heirs, successors and assigns, subject to and in accordance with the terms and provisions of Section 3.06 of the Declaration and in common with Grantor and any of its successors and assigns.



(e) Any Dwellings to be constructed on any portion of the Property shall be subject to the following minimum building setback requirements: (i) front and rear building setbacks: 50 feet; and (ii) side setbacks: 15 feet. In addition, any and all Dwellings to be constructed on the Property shall contain the following minimum Living Space, as defined in the Declaration: (1) for one-story Dwellings, a minimum Living Space of 2,600 square feet; and (2) for multi-story Dwellings, a minimum Living Space of 3,000 square feet of space.

(f) With respect to that portion of the Property described as Parcel I in Exhibit A attached hereto (the "Lake Parcel"), the following additional easements and restrictions shall be binding upon the Lake Parcel:

(i) Grantor does hereby establish and reserve for itself and the Association, as defined in the Declaration, and their respective successors and assigns, a permanent, perpetual and non-exclusive easement appurtenant over, across, through and upon a strip of land 15 feet in width on that portion of the Lake Parcel lying parallel to and running along the common boundary of the Lake Parcel and that certain lake (the "9th Sector Phase II Lake") which is shown on the subdivision plat entitled Survey of Greystone, 9th Sector, Phase II, as recorded in Map Book 30, Page 15 in the Office of the Judge of Probate of Shelby County, Alabama. The easement reserved herein shall allow and be used for the flow and drainage of surface water accumulating in, upon or as a result of the maintenance of the 9th Sector Phase II Lake and to otherwise allow for the rise and fall of the water level of the 9th Sector Phase II Lake;

(ii) No improvements of any kind or nature shall be built, erected, maintained or placed on or about the 9th Sector Phase II Lake or within 35 feet of the 9th Sector Phase II Lake without the prior written consent of both the ARC and the Club Owner, as such terms are defined in the Declaration;

(iii) No boating, skiing, swimming or fishing shall be allowed on, from or in the 9th Sector Phase II Lake without the prior written consent of both the ARC and the Club Owner as such terms are defined in the Declaration; and

(iv) Neither Grantor, Club Owner, the Association, the ARC nor any of their respective agents, employees, representatives, successors and assigns shall provide any life guard or any other supervisory personnel or assistance in the conduct of any activities on or about the 9th Sector Phase II Lake and Grantee, for herself, her heirs, successors and assigns, does hereby acknowledge and agree that any entry onto the 9th Sector Phase II Lake shall be at the sole risk and expense of the person or entity using or entering upon the 9th Sector Phase II Lake.

(g) The terms and provisions of Paragraphs (a) through (f) hereof shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, executors, personal representatives, administrators, successors and assigns. Any of the terms and provisions set forth in Paragraphs (a) through (g) hereof may be amended by a written

modification agreement executed by Grantor (or any assignee of Grantor to whom Grantor has specifically assigned in writing any of Grantor's rights under this Deed) and the then owner of that portion of the Property affected by such amendment or modification. In no event shall any adjacent property owner be deemed to be a third party beneficiary of the terms and provisions of this Deed and no such adjacent property owner shall be entitled to consent to or approve of any amendments to this Deed.

IN WITNESS WHEREOF, Grantor and Grantee have caused this 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: Christopher A. Brown  
Its: Sr Vice President

Barbara M. Tickle  
**BARBARA M. TICKLE**

STATE OF ALABAMA     )  
                                      :  
SHELBY COUNTY         )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Christopher A. Brown 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 for and as the act of such corporation in its capacity as general partner as aforesaid.

Given under my hand and official seal this the 30<sup>th</sup> day of June, 2004.

Chris Tortorici  
Notary Public  
My Commission Expires: March 3, 2008



STATE OF ALABAMA                    )  
  :  
SHELBY COUNTY                        )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Barbara M. Tickle, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30<sup>th</sup> day of June, 2004.

[NOTARIAL SEAL]

Chris Tortorici  
Notary Public  
My commission expires: March 3, 2008

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  
(205) 521-8429

## **EXHIBIT A**

### **PARCEL I**

A parcel of land situated in Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northernmost corner of Lot 4 of Greystone 9<sup>th</sup> Sector, Phase II, as recorded in Map Book 30, on Page 15, in the Office of the Judge of Probate, Shelby County, Alabama; thence run in a Southeasterly direction along the Northeast line of said Lot 4 for a distance of 345.94 feet to a point; thence turn an angle to the right of 45 degrees, 01 minutes, 12 seconds and run in a Southerly direction for a distance of 109.64 feet to a point on curve to the right having a central angle of 151 degrees, 02 minutes, 56 seconds and a radius of 50.00 feet, said point also being on the Northeast right of way line of Garland Cove in said Greystone 9<sup>th</sup> Sector, Phase II; thence turn an angle to the left to the chord of said curve of 31 degrees, 56 minutes, 19 seconds and run in a Southeasterly to Southwesterly direction along the arc of said curve and also along said Northeast right of way line for a distance of 131.82 feet to the Northeast corner of Lot 6 in said Greystone 9<sup>th</sup> Sector, Phase II; thence turn an angle from the chord of last stated curve to the left of 14 degrees, 28 minutes, 32 seconds and run in a Southeasterly direction along the Northeast line of said Lot 6 for a distance of 9.42 feet to a point; thence turn an angle to the left of 104 degrees, 57 minutes, 10 seconds and run in a Northeasterly direction for a distance of 167.57 feet to a point; thence turn an angle to the right of 19 degrees, 58 minutes, 12 seconds and run in a Northeasterly direction for a distance of 87.59 feet to a point on the Southwest line of Charlie Tickle's property; thence turn an angle to the left of 94 degrees, 24 minutes, 00 seconds and run in a Northwesterly direction along said Southwest line for a distance of 52.45 feet to an iron pin found; thence turn an angle to the right of 76 degrees, 22 minutes, 30 seconds and run in a Northeasterly direction along the Northwest line of said Charlie Tickle's property for a distance of 278.98 feet to an iron pin found; thence turn an angle to the left of 89 degrees, 58 minutes, 15 seconds and run in a Northwesterly direction along the Southwest line of said Charlie Tickle's property for a distance of 392.63 feet to a point; thence turn an angle to the left of 78 degrees, 35 minutes, 41 seconds and run in a Southwesterly direction for a distance of 321.44 feet to the point of beginning; said parcel containing 3.984 acres, more or less.

### **PARCEL II**

A parcel of land situated in the East ½ of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of Pump Lot as recorded in Greystone 8<sup>th</sup> Sector Phase I, Map Book 21, Page 151, Shelby County, Alabama, also being on the North right-of-way of Greystone Way as recorded in Greystone 9<sup>th</sup> Sector, Map Book 21, Page 143, Shelby County, Alabama; thence run in a Northwest direction along the West line of said Pump Lot for a distance of 59.56 feet to an iron pin found; thence turn an angle to the right of 30 degrees, 07 minutes, 37 seconds and run in a Northeasterly direction along the Northwest line of said Pump Lot for a distance of 58.83 feet to an iron pin found; thence turn an angle to the left of 105 degrees, 36 minutes, 11 seconds and run in a Northwesterly direction for a distance of 259.11 feet to an iron pin set; thence turn an angle to the left of 130 degrees, 10 minutes, 58 seconds and run in a Southeasterly direction for a distance of 194.56 feet to an iron pin set on the North right-of-way of said



Greystone Way; thence turn an angle to the left of 64 degrees, 20 minutes, 12 seconds and run in a Northeasterly direction along the North right-of-way of said Greystone Way for a distance of 137.05 feet to the point of beginning. Said parcel of land containing 25,944 square feet, more or less.

### **PARCEL III**

A parcel of land situated in the Southeast quarter of the Northeast quarter of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 3 inch capped iron locally accepted to be the Northwest corner of said quarter-quarter section; thence run South along the West line of said quarter-quarter section for a distance of 487.67 feet to an iron in found on the Northwest line of Lot 11B of a Resurvey of Lot 9, Greystone 8th Sector, Phase I and Lots 10A and 11A, a Resurvey of Lots 10 and 11, Greystone 8th Sector, Phase I, as recorded in Map Book 24, Page 28 in the Office of the Judge of Probate of Shelby County, Alabama; thence turn an angle to the left of 150 degrees, 59 minutes, 05 seconds and run in a Northeasterly direction along the Northwest line of said Lot 11B and 10B in said Greystone 8th Sector, Phase I resurvey and also along the Northwest line of Lot 8 of Greystone 8th Sector, Phase I as recorded in Map Book 21, Page 151 in the Office of the Judge of Probate of Shelby County, Alabama for a distance of 378.57 feet to an iron pin found; thence turn an angle to the left of 78 degrees, 33 minutes, 14 seconds and run in a Northwesterly direction for a distance of 241.34 feet to the point of beginning. Said parcel containing 44,773 square feet, more or less.

### **PARCEL IV**

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Lot 17B, according to a Resurvey of Lots 16A and 17A of a Resurvey of Lots 16 and 17, Greystone, 8th Sector, Phase I and Acreage as recorded in Map Book 31, Page 142 in the Office of the Judge of Probate of Shelby County, Alabama.