

383  
THIS INSTRUMENT PREPARED BY  
AND UPON RECORDING SHOULD BE  
RETURNED TO:

SHEILA D. ELLIS  
DANIEL CORPORATION  
P. O. BOX 985081  
BIRMINGHAM, ALABAMA 35238-5001

SEND TAX NOTICE TO:

Mr. and Mrs. Ricky L. Wells  
1662 Water Oak Lane  
Talladega, AL 35160

### STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED is executed and delivered  
on this 20th day of December, 1990 by DANIEL OAK  
MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partner-  
ship ("Grantor"), in favor of Ricky L. Wells and wife,  
Kelly L. Wells ("Grantees").

KNOW ALL MEN BY THESE PRESENTS, that for and in  
consideration of the sum of Eighty-Five Thousand Four  
Hundred Five Dollars  
(\$ 85,405.00 ), 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 pro-  
perty (the "Property") situated in Shelby County, Alabama:  
Lot 39, according to the Map and Survey of Greystone -  
1st Sector, 1st Phase, as recorded in Map Book 14,  
Page 91 in the Probate 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 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. Any dwelling built on the Property shall contain  
not less than 2,600 square feet of Living Space,  
as defined in the Declaration, for a single-story  
house; or 3,000 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: 50 feet;  
(ii) Rear Setback: 50 feet;  
(iii) Side Setbacks: 15 feet.

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

3. Ad valorem taxes due and payable October 1, 1991, 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, buildings 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 shall not be liable for and Grantees, jointly and severally, hereby waive and release 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 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) 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 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 revision.

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:

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
91 JAN -7 AM 10:38

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 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 20th day of December, 1990.

1. Deed Tax 85.50  
2. Mfr. Tax 0  
3. Recording Fee 7.50  
4. Indexing Fee 3.00  
5. Notary Fee 1.00  
6. Certified Fee 0  
97.00

Shirley H. Ellis  
Notary Public  
My Commission Expires: 2/26/94

BOOK 324 PAGE 995