

STATUTORY WARRANTY DEED

JOINT TENANCY WITH RIGHT OF SURVIVORSHIP

> 08/31/1992-18512 12:30 PM CERTIFIED Inst SHELDY COUNTY JUDGE OF PRODUTE * 1992-18512

ECORDING SHOULD BE RETURNED TO:	SEND TAX NOTICE TO:
SHEILA D. ELLIS ' '	JOHN M. JOHNSON
P. O. BOX 385001	Bicminchem Ab
BIRMINGHAM, ALABAMA 35298-5007	75 203
HIS STATUTORY WARRANTY DEED is executed and de	elivered on this 25th day of August
992 by Daniel OAK MOUNTAIN LIMITED PART	NERSHIP, an Alabama limited partnership ("Grantor"), in
or of <u>John M. Johnson and wife, Lori S. Jo</u>	•
OW ALL MEN BY THESE PRESENTS, that for and in	
I sufficiency of which are hereby acknowledged by Grantot, CONVEY unto Grantees for and during their joint lives in fee simple, together with every contingent remainder "Property") situated in Shelby County, Alabama:	rantor and other good and valuable consideration, the receipt Grantor does by these presents, GRANT, BARGAIN, SELL and upon the death of either of them, then to the survivor of r and right of reversion, the following described real property
Pages 89 A, B & C in the Probate Office of	ne - 4th Sector, as recorded in Map Book 16, Shelby County, Alabama.
as more particularly described in the Greystone Resident	private roadways, Common Areas and Hugh Daniel Drive, tial Declaration of Covenants, Conditions and Restrictions the Probate Office of Shelby County, Alabama (which, together red to as the "Declaration").
e Property is conveyed subject to the following:	7 000
1. Any dwelling built on the Property shall contain not less the in the Declaration, for a single-story house; or	han square feet of Living Space, as defined square feet of Living Space, as defined in the Declaration,
2. Subject to the provisions of Sections 6.04(c), 6.04(d) are following minimum setbacks:	nd 6.05 of the Declaration, the Property shall be subject to the
(i) Front Setback: 50 feet; (ii) Rear Setback: 75 feet; (iii) Side Setbacks: 15 feet.	
The foregoing setbacks shall be measured from the proper	
3. Ad valorem taxes due and payable October 1, 1992	
4. Fire district dues and library district assessments for the	ne current year and all subsequent years thereafter.
5. Mining and mineral rights not owned by Grantor.	
6. All applicable zoning ordinances.7. The essements restrictions reservations covenants agree	reements and all other terms and provisions of the Declaration.
	rights-of-way, building setback lines and any other matters of
rantees, by acceptance of this deed, acknowledge, cover ministrators, personal representatives and assigns, that:	nant and agree for themselves and their heirs, executors,
Grantor shall not be liable for and Grantees, jointly and semployees, directors, shareholders, partners, mortgagees at any nature on account of loss, damage or injuries to building any owner, occupants or other person who enters upon a ture soil, surface and/or subsurface conditions, know	everally, hereby waive and release Grantor, its officers, agents, and their respective successors and assigns from any liability gs, structures, improvements, personal property or to Grantees my portion of the Property as a result of any past, present or nor unknown (including, without limitation, sinkholes, and deposits) under or upon the Property or any property operty which may be owned by Grantor;
) Grantor, its successors and assigns, shall have the right to indominiums, cooperatives, duplexes, zero-lot-line homes MD" or medium density residential land use classification	to develop and construct attached and detached townhouses, and cluster or patio homes on any of the areas indicated as us on the Development; and
i) The purchase and ownership of the Property shall not e accessors or assigns of Grantees, to any rights to use or othe cilities or amenities to be constructed on the Golf Club I	ntitle Grantees or the family members, guests, invitees, heirs, erwise enter onto the golf course, clubhouse and other related Property, as defined in the Declaration.
	during their joint lives and upon the death of either of them, assigns of such survivor forever, together with every contingent
I WITNESS WHEREOF, the undersigned DANIEL OAI atutory Warranty Deed to be executed as of the day and ye	K MOUNTAIN LIMITED PARTNERSHIP has caused this ear 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
TATE OF ALABAMA)	By:
IELBY COUNTY)	Its: Sr. Vice President
,	n said state, hereby certify that Stephen R. Monk
Alabama corporation, as General Partner of DANIEL CAK artnership, is signed to the foregoing instrument, and who is formed of the contents of said instrument, he, as such office by the same bears date for and as the act of such corporation	MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited known to me, acknowledged before me on this day that, being er and with full authority, executed the same voluntarily on the on in its capacity as general partner.
iven under my hand and official seal, this the 25th d	ay of August, 1992.
	Sheil H. Ellis
	Notary Public 7/26/64
/90	My Commission Expires: 2/24/74