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| 7 444   | THIS INSTRUMENT PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO:  SHEILA D. ELLIS  DANIEL CORPORATION   | SEND TAX NOTICE TO:  4509 Weydale Rd #3  Birming ham A  |
|---|--|---|
| THIS STATUTORY WARRANTY DEED is executed and delivered on this 1st day of 1992 by DANIEL OAK MOUNTAIN LIMITED PARTINERSHIP; an Alabama limited partnership (Crantor), force of Gary Stephania (Pla's Stephania Bull't risease) ("Grantor' frour of Gary Stephania (Pla's Stephania Bull't risease) ("Grantor' frour of Gary Stephania (Pla's Stephania Bull't risease) ("Grantor' KNOW ALL MER) BY THESE PRESENTS, that for and in consideration of the sum of Sewonty-Eight Thousand Mitchen Hundrod  Dollars (\$78,900,00 ), in hand paid by Grantoe to Grantor and other good and valuable consideration, the recit and antiferency of which are been by the processor of the property of which are been by the processor of  |  | 35243   |
| KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Soventy-Eight Thousand Mine Hundrad Dollates (2 92, 900, 900, 90). In hand paid by Grance to Grantor and other good and valuable consideration, the receip and sufficiency of which are breeby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, Self and CONVEY unto Grantee the following described and proprety (the "Property") strated in Shelly County, Allabama. Lot 137, according to the Survey of Greyatone - 1st Sector, Phase II. as recorded in Mey Book 15, Pages 36, 90, 60 and 61 in the Probate Office of Shelly County, Allabama. TOGETHER WITH the noneclusive essement to use the private readways, Common Areas and Hugh Daniel Drivi all as more particularly described in the Greystone Residential Declaration of Covernants, Conditions and Restriction dated November 6, 1990 and recorded in Real 37, Page 260 in the Probate Office of Shelly County, Alabama (which, togeth with all amendments thereto, is betrenifer collectively referred to as the "Declaration," and Restriction defended in the Declaration, for a single-story house; or 3,000 square feet of Living Space, as defined in the Declaration, for multi-scory 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 rethacks:  (ii) From Setback:  50 feet;  (iii) Rest Setback:  50 feet;  (iii) Side Setbacks in 15 feet;  (iii) Side Setbacks in 15 feet;  (iii) Rest Setbacks:  50 feet;  61 feet;  61 feet;  61 feet;  61 feet;  61 feet;  62 feet;  63 All valorem taxes due and payable Cocober I, 1993 , and all subsequent years thereafter.  51 Mining and mineral rights not owned by Grantor.  62 All applicable soning ordinances.  73 Fee discribed the sand ilbrary district assessments for the current year and all subsequent years thereafter.  74 Fire discribed dues and library district assessments for the current year and all subsequent years thereafter.  75 Mining and mineral rights not own  | THIS STATUTORY WARRANTY DEED is executed and de  1992 by DANIEL OAK MOUNTAIN LIMITED PART  | NERSHIP, an Alabama limited partnership ("Grantor"), in   |
| Dollars (§ 18, 1900.00 ), in hand paid by Grante to Gimitor and other good and valuable consideration, the recipital and afficiency of which has thereby acknowledged by Cormots, Canoto doe by these presents, GRANT RAIGAIN, SEL and CONVEY unto Grantec the following described real property (the "Property") situated in Shelly County, Alabama, Control of the Control of the Survey of Groyactone - 1 at Sector, Phase II, as recorded in Map Book 15, Pages 38, 59, 60 and 61 in the Probate Office of Shelly County, Alabama, TOGETHER WITH the nonexclusive essement to use the private roadways, Common Areas and Hugh Davide Drivi all as more particularly described in the Greysterne Residential Declaration of Covernanc, Conditions and Restriction dated November 6, 1990 and recorded in Real 317, Page 260 in the Probate Office of Shelly County, Alabama (which, togeth with all amendments thereas) is hereinafer collectively referred on a the "Declaration, Conditions and Restriction dated November 6, 1990 and recorded in Real 317, Page 260 in the Probate Office of Shelly County, Alabama (which, togeth with all amendments thereas) is hereinafer collectively referred on the "Declaration, Conditions and Restriction dated November 6, 1990 and recorded in Real 18, 1990 and the Property shall contain not less than 2, 2,600 square feet of Living Space, as defined in the Declaration, for an aling-story house; or  | KNOW ALL MEN BY THESE PRESENTS, that for and in o  | · · · · · · · · · · · · · · · · · · ·   |
| all as more particularly described in the Creystone Residential Declaration of Covennants, Conditions and Restrictive dated November 6, 1990 and recorded in Real 317, Page 2601 the Probate Office of Sieble Nocunsy, Alabama (which, togeth with all amendments thereto, is hereinafer 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 defined in the Declaration, for a single-story house; or  | Dollars (\$ 78,900.00 ), in hand paid by Grantee to Grant and sufficiency of which are hereby acknowledged by Grantor, and CONVEY unto Grantee the following described real property to the Survey of Greyston Map Book 15, Pages 58, 59, 60 and 61 in the   | Grantor does by these presents, GRANT, BARGAIN, SELL perty (the "Property") situated in Shelby County, Alabama:  ne - 1st Sector, Phase II, as recorded in Probate Office of Shelby County, Alabama.  |
| 1. Any Dwelling built on the Property shall contain not less than defined in the Declaration, for a single-story house; or square feet of Living Space, as defined in the Declaration, for multi-story house.  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 serbacks:  (i) Front Serback: 50 feet; (ii) Side Serbacks: 50 feet; (iii) Side Serbacks: 15 feet.  The foregoing serbacks shall be measured from the property lines of the Property.  3. Ad valorem taxes due and payable October 1, 1993 , 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 soning ordinances.  7. The casements, restrictions, reservations, covenants, agreements and all other terms and provisions of the Declaration 8. All casements, restrictions, reservations, agreements, rights-of-way, building serback lines and any other matter \$75,000.00 of the Consideration was paid from the proceeds of a mortgage Grantee, by acceptance of this dead, acknowledges, covenants and agrees for itself, and its heirs, successors and assigns, from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupant or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/c substraface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunied and limitation for the person who enters upon any portion of the Property or amy property surrounding, adjacent to or in close proximit with the Property which may be owned by Grantor; it for the person and operation and deposition and limitation of the persony of the areas indicated a "MD" or medium density residential land we classifications on the Development and illumination of | all as more particularly described in the Greystone Residenti<br>dated November 6, 1990 and recorded in Real 317, Page 260 in th   | ial Declaration of Covenants, Conditions and Restrictions<br>ne Probate Office of Shelby County, Alabama (which, together   |
| defined in the Declaration, for a single-story house; or 3-0000 square feet of Living Space, as defined in the Declaration, for multi-scory 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 serbacks:  (i) Front Serback: 50 feet; (ii) Safe Serback: 15 feet; (iii) Side Serbacks: 16 feet; (iii) Side Serbacks: 16 feet; (iii) Side Serbacks: 16 feet; (iii) Side Serbacks: 17 feet; (iii) Side Serbacks: 18 feet; (iii) Sid  | The Property is conveyed subject to the following:   |   |
| following minimum setbacks:  (i) Front Serback: (ii) Rear Serback: (iii) Side Setbacks: 15 feet; (iii) Side Setbacks abla to the service of feet; (iii) Side Setbacks abla to measured from the property lines of the Property.  3. Ad valorem taxes due and payable October 1, 1993 , 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 xoning ordinances.  7. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of the Declaration of All applicable xoning ordinances.  7. The easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matter of the consideration of the consideration was paid from the proceeds of a mortgage Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself, and its heirs, successors and assigns, that (i) Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, director 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 Grantee or any owns, occupant 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 an limestone formations and deposite) under or upon the Property or any property surrounding, adjacent to or in close proximit 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 townhouse condominiums, cooperatives, dupleuses, zero-lot-line homes and cluster or patio homes on any of the areas indicated a "MDD" or medium d  | defined in the Declaration, for a single-story house; or   | square reet of Living Space, as   |
| (ii) Read Serback: 30 feet; (iii) Side Serbacks: 35 feet.  The foregoing serbacks shall be measured from the property lines of the Property.  3. Ad valorem taxes due and payable October I, 1995 , 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 woring ordinances.  7. The easements, restrictions, reservations, governants, agreements and all other terms and provisions of the Declaration & All easements, restrictions, reservations, agreements, right=of-way, building serback lines and any other matter of Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself, and its heirs, successors and assigns, that  (i) Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, director shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on accordious, shape or injuries to buildings, structures, improvements, personal property or to Grantee or any overson occupant or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels an limestone formations and deposite) under or upon the Property or any property surrounding, adjacent to or in close proximit 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 townhouse condominioums, cooperatives, duplexes, zero-lov-line homes and cluster or patio homes on any of the areas indicated with the Property which may be owned by Grantor.  (iii) Grantor, its successors and assigns, shall have the right to develop and construct attached and detached townhouse condominioums, cooperatives, duplexes, zero-lov-line hom  | following minimum setbacks:  | d 6.05 of the Declaration, the Property shall be subject to the   |
| 3. Ad valorem taxes due and payable October 1, 1993 , 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 roning 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, building secback lines and any other matter of ground of the constitutions, reservations, agreements, rights-of-way, building secback lines and any other matter of ground of the constitution was paid from the proceeds of a mortgage Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself, and its heirs, successors and assigns, tha (i) Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, director shareholders, partners, mortgages and their respective successors and assigns from any liability of any nature on according of loss, damage or injuries to buildings, activatives, improvements, personal property or to Grantee or any owner, occupant or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/o subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, turnels minestone formations and deposition under or upon the Property or any property surrounding, adjacent to or in lose proximit 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 townhouse condominiums, cooperatives, duplexes, zero-lor-line homes and cluster or patio homes on any of the areas indicated a "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 Gr  | (ii) Rear Setback: 50 feet;  |   |
| 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, building setback lines and any other matter of provisions of the Consideration was paid from the proceeds of a mortgage Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself, and its heirs, successors and assigns, tha (i) Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, director 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 Grantee or any owner, occupant or other person who enters upon any portion of the Property as a result of any past, present of future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels an limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximit 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 townhouse condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or patio homes on any of the areas indicated a "MD" or medium density residential land use classifications on the Development Plan for the Development; and its successors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course, clubhouse and other relate facilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration.  TO HAVE AND TO HOLD unto the said Grantee,   | The foregoing setbacks shall be measured from the propert  | ry lines of the Property.   |
| 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, building setback lines and any other matter \$75,000.00 of the consideration was paid from the proceeds of a mortgage Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself, and its heirs, successors and assigns, tha (i) Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, director sharcholders, partners, mortgages and their respective successors and assigns from any liability of any nature on accour of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupant or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/o subsurface conditions, known or unknown (including, without limitation, sinkholes, underground inset, tunnels an limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximit 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 townhouse condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or patio homes on any of the areas indicated a "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 Grantee or the family members, guests, invitees, heir successors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course, clubhouse and other relate facilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration.  TO HAVE AND TO HOLD unto the said Grantee, its su | 3. Ad valorem taxes due and payable October I, 1993  | _ , and all subsequent years thereafter.  |
| 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, building serback lines and any other matter \$75,000.00 of the consideration was paid from the proceeds of a mortgage Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself, and its helts, successors and assigns, that (i) Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, director shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on accour of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupant or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/on subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels an limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximit 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 townhouse condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or patio homes on any of the areas indicated a "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 Grantee or the family members, guests, invitees, heirs successors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course, clubhouse and other relate facilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration.  TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.  IN WITNESS WHER | 4. Fire district dues and library district assessments for the   | current year and all subsequent years thereafter.   |
| 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, building setback lines and any other marter of forcord of the consideration was paid from the proceeds of a mortgage Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself, and its heirs, successors and assigns, that (i) Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, director shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on accour of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupant or other person who enters upon any portion of the Property as result of any past, present or future soil, surface and/o subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels an limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximit 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 townhouse condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or patio homes on any of the areas indicated a "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 Grantee or the family members, guests, invitees, heirs successors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course, clubhouse and other relate facilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration.  TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.  In WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN  | <ol><li>Mining and mineral rights not owned by Grantor.</li></ol>  |   |
| 8. All easements, restrictions, reservations, agreements, rights-of-way, building serback lines and any other matter of record of record of the consideration was paid from the proceeds of a mortgage Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself, and its heirs, successors and assigns, that (i) Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, director shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on accour of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupant 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, runnels an limestone formations and deposito) under or upon the Property or any property surrounding, adjacent to or in close proximit with the Property which may be owned by Grantor;  (iii) Grantor, its successors and assigns, shall have the right to develop and construct attached and detached townhouse condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or patio homes on any of the areas indicated a "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 Grantee or the family members, guests, invitees, heir successors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course, clubhouse and other relate facilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration.  TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.  IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caused the Statutory Warranty Deed to be executed as of the day and year first above   | <del>-</del>   |   |
| \$75,000.00 of the consideration was paid from the proceeds of a mortgage Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself, and its heirs, successors and assigns, that (i) Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, director 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 Grantee or any owner, occupant or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/o subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, runnels an limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximit 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 townhouse condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or patio homes on any of the areas indicated a "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 Grantee or the family members, guests, invitees, heir successors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course, clubhouse and other relate facilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration.  TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.  IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caused the Statutory Warranty Deed to be executed as of the day and year first above written.  BANIEL CAK MOUNTAIN, an Alabama limited partnership. Signed to the foregoing instrument, and who is known to me, ackn |  |   |
| Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself, and its heirs, successors and assigns, tha  (i) Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, director shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on accour of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupant or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/o subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels an limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximit 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 townhouse condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or patio homes on any of the areas indicated a "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 Grantee or the family members, guests, invitees, heir successors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course, clubhouse and other relate facilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration.  TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.  IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caused the Statutory Warranty Deed to be executed as of the day and year first above written.  DANIEL CAK MOUNTAIN LIMITED  By: DANIEL REALTY INVESTMENT  CORPORATION - OAK MOUNTAIN, an Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowle  |  |   |
| (i) Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, director shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on accour of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupant or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/os subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels an limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximit 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 townhouser condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or patic homes on any of the areas indicated a "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 Grantee or the family members, guests, invitees, heirs successors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course, clubhouse and other relate facilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration.  TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.  IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caused the Scarutory Warranty Deed to be executed as of the day and year first above written.  DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, as General Partner of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabam limited partnership, is signed to the foregoing instrument, he, as s  |  |   |
| shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on accour of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupant or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/ds subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels an limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximit 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 a "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 Grantee or the family members, guests, invitees, heirr successors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course, clubhouse and other relate facilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration.  TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.  IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caused the Statutory Warranty Deed to be executed as of the day and year first above written.  DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP PARTNERSHIP PARTNERSHIP, an Alabama limited partnership By: DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTSHIP, and Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this da that, being informed of the contents of said instrument, and who is known   | Grantee, by acceptance of this deed, acknowledges, covenants a   | nd agrees for itself, and its heirs, successors and assigns, that:  |
| condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or patio homes on any of the areas indicated a "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 Grantee or the family members, guests, invitees, heir successors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course, clubhouse and other relate facilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration.  TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.  IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caused the Statutory Warranty Deed to be executed as of the day and year first above written.  DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP PARTNERSHIP PARTNERSHIP PARTNERSHIP, an Alabama limited partnership  By: DANIEL REALTY INVESTMENT CORPORATION OAK MOUNTAIN, an Alabama corporation, its General Partner  STATE OF ALABAMA )  SHELBY COUNTY  I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that  STATE OF ALABAMA >  SHELBY COUNTY  I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that  STATE OF ALABAMA >  SHELBY COUNTY  I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that  STATE OF ALABAMA >  SHELBY COUNTY  I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that  STATE OF ALABAMA >  SHELBY COUNTY  I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that  STATE OF ALABAMA >  SHELBY COUNTY  I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that  STATE OF ALABAMA >  SHELBY COUNTY  I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that  STATE OF ALABAMA >  SHELBY COUNTY  I, the undersigned, a Notary Public in and for said county,  | shareholders, partners, mortgagees and their respective successof loss, damage or injuries to buildings, structures, improvement or other person who enters upon any portion of the Property subsurface conditions, known or unknown (including, with limestone formations and deposits) under or upon the Property of | ssors and assigns from any liability of any nature on account<br>ots, personal property or to Grantee or any owner, occupants<br>as a result of any past, present or future soil, surface and/or<br>out limitation, sinkholes, underground mines, tunnels and |
| successors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course, clubhouse and other relate facilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration.  TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.  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 CAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership  By: DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, its General Partner  By:  STATE OF ALABAMA )  SHELBY COUNTY  I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that whose name as Source 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.  | condominiums, cooperatives, duplexes, zero-lot-line homes a  | nd cluster or patio homes on any of the areas indicated as  |
| IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caused the 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: STATE OF ALABAMA )  SHELBY COUNTY  I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Menk whose name as Sr. Nice 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.  | successors or assigns of Grantee, to any rights to use or otherv   | vise enter onto the golf course, clubhouse and other related  |
| 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:  STATE OF ALABAMA )  Its: Sr. Vice President  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 Alabam limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this da that, being infortmed of the contents of said instrument, he, as such officer and with full authority, executed the sam voluntarily on the day the same bears date for and as the act of such corporation in its capacity as general partner.   | TO HAVE AND TO HOLD unto the said Grantee, its succes  | sors and assigns forever.   |
| By: DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, Its General Partner  By: STATE OF ALABAMA )  SHELBY COUNTY  I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that 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 da that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the sam voluntarily on the day the same bears date for and as the act of such corporation in its capacity as general partner.  |  |   |
| STATE OF ALABAMA)  SHELBY COUNTY  I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that 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 Alabam limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this dathat, being informed of the contents of said instrument, he, as such officer and with full authority, executed the sam voluntarily on the day the same bears date for and as the act of such corporation in its capacity as general partner.   |  |   |
| SHELBY COUNTY  I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that  Stephen R. Men k whose name as Solice President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabam limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this da that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the sam voluntarily on the day the same bears date for and as the act of such corporation in its capacity as general partner.   |  | CORPORATION - OAK MOUNTAIN,   |
| Its: Sr. Vice Fresident  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 Alabam limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this dathat, 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.   | STATE OF ALABAMA )   |   |
| I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monks whose name as Srevice 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 dathat, 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.   | , , , , , , , , , , , , , , , , , , ,  | Its: <u>Sr. Vice President</u>  |
| 1.1   | I, the undersigned, a Notary Public in and for said county, in such whose name as Sr. Vice President of DANIEL REALTY an Alabama corporation, as General Partner of DANIEL OA limited partnership, is signed to the foregoing instrument, and that, being informed of the contents of said instrument, he,             | Y INVESTMENT CORPORATION - OAK MOUNTAIN, AK MOUNTAIN LIMITED PARTNERSHIP, an Alabama I who is known to me, acknowledged before me on this day as such officer and with full authority, executed the same  |
|   | 1.1  | 0 1902  |
| Notary Public My Commission Expires: 2/26/94  | 11/90  |   |

ey, Monetts & Ward, P.C. 3 SouthBridge Parkway 3 650 35209 Keturn Vor Corley, Monetra ( 2100 Soutnibridg Suite 650 Birmingham, AL ¥

Lot 137, according to the survey of Greystone, lat Sector, Phase II. as recorded in Map Book 15 pages 58, 59, 60 and 61, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the non-exclusive 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.

Inst # 1992-27261
11/17/1992-27261
12:18 PH CERTIFIED
12:18 PH CERTIFIED
12:18 PH COUNTY JUNE OF PROBATE
SHELBY COUNTY JUNE OF PROBATE
13.00

12:18 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

002 NJS 13.00