

GREYSTONE

\$80,000 of the above recited consideration was paid from a mortgag loan closed simultaneously herewith.

STATUTORY
WARRANTY DEED

CORPORATE-PARTNERSHIP

defined in the Declaration, for a single-story house; or	RECORDING SHOULD BE RETURNED TO:	SEND TAX NOTICE TO:
THIS STATUTORY WARRANTY DEED is executed and delivered on this 15 day of _April		
THIS STATUTORY WARRANTY DEED is executed and delivered on this 15_ day of _April _ 1973. by DANIEL OAK MCUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantor") fivor of _Coraceatone. Building. Company. Ltd ("Grantor") fivor of _Coraceatone. Building. Coraceatone. Ltd. 13, according to a Survey of Graystone - 4th Sector. as recorded in Nep Book. 16, Page 89 A. B & C in the Probate Office of Shelby County, Alabama. 170GETHER WITH the nonexclusive easement to use the private roadways, Common Areas and Hugh Daniel Dr all as more particularly described in the Greystone Residential Declaration of Covenans. Conditions and Restrictificated November 6, 1990 and recorded in Real 317, Page 260 in the Probate Office of Shelby County, Alabama (which, oper with all mendments thereto, is bereinstaire 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		
THIS STATUTORY WARRANTY DEED is executed and delivered on this 16. day of April 1993. by DANIEL OAK MCUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grance" foor of Cornectations Building Company. Ton. ("Grante KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Flakty Thouseen Dollars (S. Ang. 2000. 20.), in hand paid by Grantee to Grantor and other good and valuable consideration, the recand sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, CRANT, BARGAIN, SI 16, Pegge 89 A, B & C in the Probate Office of Shelby County, Alabama. Lot 31, according to a Survey of Greystone - 4th Sector, as recorded in Nebp Book. 16, Pegge 89 A, B & C in the Probate Office of Shelby County, Alabama Lot 31, according to a Survey of Greystone Political Control of Cornectans, Conditions and Restrict dated November (J. 1909 and recorded in Real 317, 1925 50) in the Probate Office of Shelby County, Alabama (Which, toget with all amendment thereto, is hereinafter collectivity referred to us the "Declaration"). The Property is conveyed subject to the following: 1. Any Dwelling built on the Property shall contain not less than 3000 square feet of Living Space, as defined in the Declaration, for a single-tory house; or 3500 square feet of Living Space, as defined in Declaration, for multi-tory 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 following minimum seeback: (i) Front Serback: 30 feet; (ii) Side Setbacks: 12 feet; (iii) Side Setbacks: 12 feet; (iv) Side Setbacks: 1	€ - 44M, ALABAMA 35258-5003	
favor ofCornerations_Building_Cospeny_Inc ("Grante KNOW ALL MBN BY THESE PRESENTS, that for and in consideration of the sum of	THIS STATUTORY WARRANTY DEED is executed a	and delivered on this 16 day of April
Eighty Thousend Dollars (\$ 20,000,000), in hand paid by Crantee to Grantor and other good and valuable consideration, the recondustricities of which are hereby acknowledged by Grantor, Grantor does by these presents, CRANT, BARQAIN, SI and CONVEY unto Grantee the following described real property (the "Property") situated in Shelby County, Alabam Lot 31, according to a Survey of Graystone - 4th Sector. as recorded in Map Book. 16, Page 89 As B & C in the Probate Office of Shelby County, Alabam. TOGETHER WITH the noneculave easement to use the private roadways, Common Areas and Hugh Daniel Drail as more particularly described in the Gresstone Residential Declaration of Covenants, Conditions and Restriction and Newmorth (1990 and recorded in Real 317, page 260 in the Probate Office of Shelby County, Alabama (which, roger with all amendments thereto, is hereinsfer collectively referred to as the "Declaration," Alabama (which, roger with all amendments thereto, is hereinsfer collectively referred to as the "Declaration," Alabama (which, roger with all amendments thereto, is hereinsfer collectively referred to as the "Declaration," and a supplemental of the Declaration, of 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 following minimum serbacks: (i) Front Secback: 30. feet; (ii) Side Serbacks: 30. feet; (iii) Side Serbacks: 30. feet; (iii) Side Serbacks: 31. feet. The foregoing setbacks shall be measured from the property lines of the Property. 3. Ad valorem traces 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 Grantoc. 6. All asphicable roning ordinances. 7. The essements, restrictions, reservations, covenants and agrees for itself, and its heirs, successors and assigns, to free ordinary to the property which may be owned by Grantoc.	•	
Dollars &	KNOW ALL MEN BY THESE PRESENTS, that for ar	nd in consideration of the sum of
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1. Any Dwelling built on the Property shall contain not less than	all as more particularly described in the Greystone Red dated November 6, 1990 and recorded in Real 317, Page 26	sidential Declaration of Covenants, Conditions and Restrictions 50 in the Probate Office of Shelby County, Alabama (which, together
defined in the Declaration, for a single-story house; or	The Property is conveyed subject to the following:	
following minimum setbacks: (i) Front Setback: (ii) Font Setback: (iii) Side Setbacks: (iii) Grantor shall not be liable for ond Grantee hereby waives and releases Grantor, its officers, agents, employees, direct shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on accord foles, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occup 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: limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proxin 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 townhou condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or pat	defined in the Declaration, for a single-story house;	
(ii) Rear Serback: 15 feet. The foregoing setbacks 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 zoning ordinances. 7. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of the Declaration of record. 6. Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself, and its heirs, successors and assigns, the contract of record. 6. Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself, and its heirs, successors and assigns, the contract of the contract of the contract of record. 6. Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself, and its heirs, successors and assigns, the contract of the property which may be owned by Grantor; 6. Grantor, its successors and assigns, shall have the right to develop and construct attached and detached townhou condominiums, cooperatives, dupleces, zero-lot-line homes and cluster or patio homes on any of the areas indicate "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, he successors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course, clubhouse and other relafacilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration. 7. The descenting the secured of the day and year first above written. 8. DANIEL OAK MOUNTAIN, an Alabama corporation to General Partnership By:		(d) and 6.05 of the Declaration, the Property shall be subject to the
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PARTNERSHIP, an Alabama limited partnership By: DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, its General Partner By:		
CORPORATION - OAK MOUNTAIN, an Alabama corporation, its General Partner By:	•	DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership
CORPORATION - OAK MOUNTAIN, an Alabama corporation, its General Partner By:		By: DANIEL REALTY INVESTMENT
By:		CORPORATION - OAK MOUNTAIN,
		an Alabama corporation, his General Partner
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STATE OF ALABAMA)	OFFERD AND A1 AND A1 A. A.	· · · · · · · · · · · · · · · · · · ·
Irs: Dr. Vice tresiden T	STATE OF ALABAMA)	Its: Sr. Vice President

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk whose name as Silve 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 16th day of April

Sh. 10 9

Notary Public

My Commission Expires: Z/Z6/99

11/90