

| STATUTORY |      |
|-----------|------|
| WARRANTY  | DEED |

CORPORATE-PARTNERSHIP

| 02/11<br>03:11  | Inst                |
|---|---------------------|
| 11/1994<br>1 PH CE  | <b>*</b><br>± ± 9   |
| DE/11/1994-04809 B3:11 PH CERTIFIED SELM COUNTY JUNE OF PROBATE SELM COUNTY JUNE OF PROBATE S.SO. S.SO. | <b>*</b> 1994-04809 |

| <b>*</b> • • • • • • • • • • • • • • • • • • •   | SEND TAX NOTICE TO:  |
|--|--|
| CANIEL CORPORATION   | M. Bycom Corporation 3021 Loren Road   |
| P. O. BOX 385001   | Birmingham, Alabama 35216  |
| BIRMINGHAM, ALABAMA 35238-5005   |  |
| by DANIEL OAK MOUNTAIN LIMITED PART  | elivered on this 7th day of February  [NERSHIP, an Alabama limited partnership ("Grantor"), in ("Grantee").  |
| NOW ALL MEN BY THESE PRESENTS, that for and in   | consideration of the sum of  |
| nd sufficiency of which are hereby acknowledged by Grantor, and CONVEY unto Grantee the following described real pro-  | antor and other good and valuable consideration, the receipt Grantor does by these presents, GRANT, BARGAIN, SELL operty (the "Property") situated in Shelby County, Alabama:  10 - 4th Sector. as recorded in Map Book 16.  |
| Page 89 A. B & C in the Probate Office of S<br>OGETHER WITH the nonexclusive easement to use the   | shelby County.  private roadways, Common Areas and Hugh Daniel Drive, tial Declaration of Covenants, Conditions and Restrictions the Probate Office of Shelby County, Alabama (which, together   |
| he Property is conveyed subject to the following:  |  |
| 1. Any Dwelling built on the Property shall contain not  | less than 3,000 square feet of Living Space, as 3,600 square feet of Living Space, as defined in the   |
| Declaration, for multi-story homes.  | agent toot of but stig of and, and and   |
| 2. Subject to the provisions of Sections 6.04(c), 6.04(d) at following minimum setbacks:   | nd 6.05 of the Declaration, the Property shall be subject to the   |
| (i) Front Setback: feet;   | <b>4</b> ,   |
| (i) Front Setback:  (ii) Rear Setback:  (iii) Side Setbacks:  The formula and a shall be measured from the property of the pro |  |
| I he totegoing setoacies again he incasored from the broke   |  |
| 3. Ad valorem taxes due and payable October 1, 1994  | , and all subsequent years thereafter.   |
| 4. Fire district dues and library district assessments for the   | he current year and all subsequent years thereafter.   |
| 5. Mining and mineral rights not owned by Grantor.   |  |
| <ol> <li>All applicable zoning ordinances.</li> <li>The ecometric restrictions, reservations, covenants, as</li> </ol>   | greements and all other terms and provisions of the Declaration.   |
| 8. All easements, restrictions, reservations, agreements   | s, rights-of-way, building setback lines and any other matters   |
| of record.   | · · · · · · · · · · · · · · · · · · ·  |
| i) Grantor shall not be liable for and Grantee hereby waives   | s and agrees for itself, and its heirs, successors and assigns, that<br>and releases Grantor, its officers, agents, employees, directors   |
| ach armagen who enters upon any nortion of the Propert   | ents, personal property or to Grantee or any owner, occupants<br>to as a result of any past, present or future soil, surface and/or  |
| or other person who enters upon any portion of the Propert   | tents, personal property or to Grantee or any owner, occupants<br>by as a result of any past, present or future soil, surface and/or<br>shout limitation, sinkholes, underground mines, tunnels and  |
| or other person who enters upon any portion of the Propert<br>subsurface conditions, known or unknown (including, with<br>limestone formations and deposits) under or upon the Propert<br>with the Property which may be owned by Grantor;<br>(ii) Grantor, its successors and assigns, shall have the right<br>condominiums, cooperatives, duplexes, zero-lot-line home<br>"MD" or medium density residential land use classification   | tents, personal property or to Grantee or any owner, occupantly as a result of any past, present or future soil, surface and/or thout limitation, sinkholes, underground mines, tunnels and ty or any property surrounding, adjacent to or in close proximity to develop and construct attached and detached townhouses and cluster or patio homes on any of the areas indicated at ons on the Development Plan for the Development; and   |
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| statutory Warranty Deed to be executed as of the day and y  STATE OF ALABAMA  STATE OF ALABAMA  SHELBY COUNTY  I, the undersigned, a Notary Public in and for said county, whose name as   Property whose property whose general Partner of DANIEL REAl an Alabama a corporation, as General Partner of DANIEL REAl an Alabama a corporation, as signed to the foregoing instrument, they being informed in the property of the Partner of DANIEL REAl and Alabama corporation, as General Partner of DANIEL REAl and Alabama corporation, as General Partner of DANIEL REAl and Alabama corporation, as igned to the foregoing instrument, they being informed of the contents of said instrument, they being informed of the contents of said instrument, they being informed of the contents of said instrument, they being informed of the contents of said instrument, they being informed of the contents of said instrument, they being informed of the contents of said instrument, they being informed of the contents of said instrument, they being informed of the contents of said instrument, they being informed of the contents of said instrument, they being informed of the contents of said instrument, they being informed of the contents of said instrument, they being informed of the contents of said instrument, they being informed of the contents of said instrument.  | inents, personal property of to Grantee or any towater, occupantly as a result of any past, present or future soil, surface and/on thout limitation, sinkholes, underground mines, tunnels and try or any property surrounding, adjacent to or in close proximity of the develop and construct attached and detached townhouses and cluster or patio homes on any of the areas indicated a cons on the Development Plan for the Development; and entitle Grantee or the family members, guests, invitees, heirs erwise enter onto the golf course, clubhouse and other related Property, as defined in the Declaration.  Cessors and assigns forever.  AK MOUNTAIN LIMITED PARTNERSHIP has caused the year first above written.  DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caused the year first above written.  DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caused the partnership and Alabama cotporation. OAK MOUNTAIN, an Alabama cotporation, Its General Partner  By:  Its: President  OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabam and who is known to me, acknowledged before me on this define, as such officer and with full authority, executed the same of such corporation in its capacity as general partner.   |
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from a mortgage loan simultaneously herewith.

F.A. P.O. Box 10247