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STATUTORY WARRANTY DEED

JOINT TENANCY WITH RIGHT OF SURVIVORSHIP

SHELBY COURTY 1994-19822 394-19222 CERTIFIED JUDGE OF PROBATE **&**

RECORDING SHOULD BE RETURNED TO:	SEND TAX NOTICE TO: Mr. and Mrs. Donny Finley
P. O. BOX 385001	Birmingham, AL 35214
BIRMINGHAM, ALABAMA 35228-5001	Dir iningham, AC 33217
THIS STATUTORY WARRANTY DEED is executed a 1994 by DANIEL OAK MOUNTAIN LIMITED avor of Donny L. Finley and wife. Ja	PARTNERSHIP, an Alabama limited partnership ("Grantor"), it
NOW ALL MEN BY THESE PRESENTS, that for at	
nd sufficiency of which are hereby acknowledged by Gr	s to Grantor and other good and valuable consideration, the receip antor, Grantor does by these presents, GRANT, BARGAIN, SELI lives and upon the death of either of them, then to the survivor of ainder and right of reversion, the following described real property
Lot 47. according to a Survey of Greys: Page 89 A, B & C in the Probate Office	tone-4th Sector, as recorded in Map Book 16, of Shelby County, Alabama.
all as more particularly described in the Greystone Red dated November 6, 1990 and recorded in Real 317, Page 20 with all amendments thereto, is hereinafter collectively	se the private roadways, Common Areas and Hugh Daniel Drive esidential Declaration of Covenants, Conditions and Restriction 60 in the Probate Office of Shelby County, Alabama (which, togethe preferred to as the "Declaration").
The Property is conveyed subject to the following: 1. Any Dwelling built on the Property shall contain in the Declaration, for a single-story house; or 3.66 for multi-story homes.	n not less than 3.060 square feet of Living Space, as define 00 square feet of Living Space, as defined in the Declaration
 Subject to the provisions of Sections 6.04(c), 6.04 following minimum setbacks: (i) Front Setback:	4(d) and 6.05 of the Declaration, the Property shall be subject to th
(ii) Rear Setback: 50 feet; (iii) Side Setbacks: 15 feet.	
The foregoing setbacks shall be measured from the 3. Ad valorem taxes due and payable October 1, 19	
4. Fire district dues and library district assessments	s for the current year and all subsequent years thereafter.
5. Mining and mineral rights not owned by Granto6. All applicable zoning ordinances.	or.
7. The easements, restrictions, reservations, covenar	nts, agreements and all other terms and provisions of the Declaration
	its, rights-of-way, building setback lines and any other matters of recor , covenant and agree for themselves and their heirs, executor
administrators, personal representatives and assigns,	that:
employees, directors, shareholders, partners, mortgag of any nature on account of loss, damage or injuries to be or any owner, occupants or other person who enters u future soil, surface and/or subsurface conditions.	and severally, hereby waive and release Grantor, its officers, agent gees and their respective successors and assigns from any liability uildings, structures, improvements, personal property or to Grante upon any portion of the Property as a result of any past, present of known or unknown (including, without limitation, sinkhole ons and deposits) under or upon the Property or any property he 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 homes and cluster or patio homes on any of the areas indicated : fications on the Development Plan for the Development; and
(iii) The purchase and ownership of the Property shall successors or assigns of Grantees, to any rights to use of facilities or amenities to be constructed on the Golf (I not entitle Grantees or the family members, guests, invitees, heir or otherwise enter onto the golf course, clubhouse and other relate Club Property, as defined in the Declaration.
TO HAVE AND TO HOLD unto the said Grantees, for then to the survivor of them in fee simple, and to the heir remainder and right of reversion.	or and during their joint lives and upon the death of either of ther rs and assigns of such survivor forever, together with every continger
IN WITNESS WHEREOF, the undersigned DANIE Statutory Warranty Deed to be executed as of the day	L OAK MOUNTAIN LIMITED PARTNERSHIP has caused the 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
STATE OF ALABAMA)	By:
SHELBY COUNTY)	Its: <u>Sr. Vice President</u>
an Alabama corporation, as General Partner of DANIE partnership, is signed to the foregoing instrument, and	unty, in said state, hereby certify that <u>Stephen R. Mon</u> REALTY INVESTMENT CORPORATION - OAK MOUNTAL LOAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limit who is known to me, acknowledged before me on this day that, bein h officer and with full authority, executed the same voluntarily on the poration in its capacity as general partner.
Given under my hand and official seal, this the 10+	
	My Commission Expires: 2/24/98

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