

STATUTORY WARRANTY DEED

CORPORATE PARTNERSHIP

> ALDHOOD ASTEMS 8 JUBICE OF PROBATE

defined in the Declaration, for a single-story house; or 3.600 Declaration, for multi-story homes. 2. Subject to the provisions of Sections 6.04(c), 6.04(d) and 6.05 of the E following minimum setbacks: (i) Front Setback: 50 feet; (ii) Side Setbacks: 75 feet; (iii) Side Setbacks: 75 feet. The foregoing setbacks shall be measured from the property lines of the 3. Ad valorem taxes due and payable October 1, 1995, and all subthered the strict dues and library district assessments for the current year 5. Mining and mineral rights not owned by Grantor. 6. All applicable zoning ordinances. 7. The easements, restrictions, reservations, covenants, agreements and a 8. All easements, restrictions, reservations, covenants, agreements and a 6. All easements, restrictions, reservations, agreements, rights-of-way, of record. Grantee, by acceptance of this deed, acknowledges, covenants and agrees for (i) Grantor shall not be liable for and Grantee hereby waives and releases G shareholders, partners, mortgagees and their respective successors and assion of loss, damage or injuries to buildings, structures, improvements, personal of the property which may be owned by Grantor; (ii) Grantor, its successors and assigns, shall have the right to develop and condominiums, cooperatives, duplexes, zero-lot-line homes and cluster o "MD" or medium density residential land use classifications on the Dev (iii) The purchase and ownership of the Property shall not entitle Grantee with the Property and Grantee, to any rights to use or otherwise enter or facilities or amenities to be constructed on the Golf Club Property, as described in the successors or assigns of Grantee, to any rights to use or otherwise anter or facilities or amenities to be constructed on the Golf Club Property, as described in the successors of the successors and assigns of the day and year first above DANIE CORP and All Statutory Warranty Deed to be executed as of the day and year first above DANIE CORP and All Statutory Warranty Deed to be executed as of the da	Mountain 1	T 7
HISSITATUTORY WARRANTY DEED is executed and delivered on this 1994. by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an avor of Kerr Componlas, Inc. NOW ALL MEN BY THESE PRESENTS, that for and in consideration of the hundred Thousand and no/100. Dollars (\$ 190,000,000.), in hand paid by Grantee to Grantor and other distificiency of which are hereby acknowledged by Grantor, Grantor does and CONVEY unto Grantee the following described real property (the "Pre Lot 58, secording to the Survey of Greystone. 5t as recorded in Mep Book 17, Page 72 A, 8 & C in Shelby County. Alabase. OGETHER WITH the nonexclusive easement to use the private roadwall as more particularly described in the Greystone Residential Declaration and Nonember 6, 1990 and recorded in Real 317, Page 120 in the Probact of with all amendments thereto, is hereinafter collectively referred to as the "I 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 3,600. Declaration, for multi-story homes. 2. Subject to the provisions of Sections 6.04(c), 6.04(d) and 6.05 of the Efollowing minimum serbacks: (i) Front Setback: 75 feet; (ii) Rear Setbacks: 75 feet; (iii) Side Setbacks: 75 feet. The foregoing setbacks shall be measured from the property lines of the 3. Ad valorem taxes due and payable October 1, 1995, and all substitute dues and library district assessments for the current year 5. Mining and mineral rights not owned by Grantor. 6. All applicable zoning ordinances. 7. The easements, restrictions, reservations, covenants, agreements and 8. All easements, restrictions, reservations, agreements, rights-of-way, of record. Grantee, by acceptance of this deed, acknowledges, covenants and agrees for 610ss, damage or injuries to building, structures, improvements, person who enters upon any portion of the Property or any proper with the Property which may be owned by Grantor; (ii) Grantor, its successors and assigns, shall have t	, , , , , , , , , , , , , , , , , , ,	View Lane
HIS STATUTORY WARRANTY DEED is executed and delivered on this 1994 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an wor of Kerr Companies. Inc. NOW ALL MEN BY THESE PRESENTS, that for and in consideration of Dno Hundred Thousand and no/100 Pollars (\$ 100.000.00	ds, AL	35094
NOW ALL MEN BY THESE PRESENTS, that for and in consideration of the thirdred Thousand and no/100 Ollars (\$ 190.000.00_), in hand paid by Grantee to Grantor and other and sufficiency of which are hereby acknowledged by Grantor, Grantor does and CONVEY unto Grantee the following described real property (the "Pre-Lot 58, according to the Survey of Greystone, 5th as recorded in Mep Book 17, Page 72 A, B & C in The Staby County, Alabosas. OGETHER WITH the nonexclusive easement to use the private roadwill as more particularly described in the Greystone Residential Declaration and November 6, 1990 and recorded in Real 317, Page 260 in the Probate Offivith all amendments thereto, is hereinafter collectively referred to as the "In 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	28th day of _0c	tober
One Hundred Thousand and no/100 Onlars (\$ 100,000.00), in hand paid by Grantee to Grantor and other distificiency of which are hereby acknowledged by Grantor, Grantor does and CONVEY unto Grantee the following described real property (the "Pre Lot 58, according to the Survey of Greystone, 5t as recorded in Map Book 17, Page 72 A, B & C in Shelty County, Alabama. Ill as more particularly described in the Greystone Residential Declaration lated November 6, 1990 and recorded in Real 317, Page 260 in the Probate Offivitival all amendments thereto, is hereinafter collectively referred to as the "I The Property is conveyed subject to the following: 1. Any Dwelling built on the Property shall contain not less than	Alabama limited p	artnership ("Grantor"), in ("Grantee").
Dollars (\$ 100_000_00	of the sum of	
The Property is conveyed subject to the following: 1. Any Dwelling built on the Property shall contain not less than	by these presents, Coperty") situated in Sector, Phase the Probate Off ays, Common Area in of Covenants, Coice of Shelby County	Shelby County, Alabama: I. fice of s and Hugh Daniel Drive onditions and Restrictions
1. Any Dwelling built on the Property shall contain not less than defined in the Declaration, for a single-story house; or 3.600 Declaration, for multi-story homes. 2. Subject to the provisions of Sections 6.04(c), 6.04(d) and 6.05 of the Efollowing minimum setbacks: (i) Front Setback: (ii) Front Setback: (iii) Side Setbacks: 75 feet; (iii) Side Setbacks: 15 feet. The foregoing setbacks shall be measured from the property lines of the 3. Ad valorem taxes due and payable October 1, 1995, and all suf 4. Fire district dues and library district assessments for the current year 5. Mining and mineral rights not owned by Grantor. 6. All applicable zoning ordinances. 7. The easements, restrictions, reservations, covenants, agreements and a 8. All easements, restrictions, reservations, agreements, rights-of-way, of record. Grantor shall not be liable for and Grantee hereby waives and releases G shareholders, partners, mortgages and their respective successors and asso of loss, damage or injuries to buildings, structures, improvements, personal or other person who enters upon any portion of the Property as a result of subsurface conditions, known or unknown (including, without limitation limestone formations and deposits) under or upon the Property or any proper with the Property which may be owned by Grantor; (ii) Grantor, its successors and assigns, shall have the right to develop and condominiums, cooperatives, duplexes, zero-lot-line homes and cluster of "MD" or medium density residential land use classifications on the Dev in the Property of the Property shall not entitle Grantee successors or assigns of Grantee, to any rights to use or otherwise enter on facilities or amenities to be constructed on the Golf Club Property, as de TO HAVE AND TO HOLD unto the said Grantee, its successors and assign N WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAL Statutory Warranty Deed to be executed as of the day and year first above DANIEL OAK MOUNTAL STATE OF ALABAMA SHELBY COUNTY		
following minimum setbacks: (i) Front Setback: (ii) Rear Setbacks: (iii) Side Setbacks: The foregoing setbacks shall be measured from the property lines of the state of the common of the state of	square feet of Livin	are feet of Living Space, as ng Space, as defined in the nerry shall be subject to the
(ii) Rear Setback: 15 feet. The foregoing setbacks shall be measured from the property lines of the 3. Ad valorem taxes due and payable October 1, 1995, and all sub 4. Fire district dues and library district assessments for the current year 5. Mining and mineral rights not owned by Grantor. 6. All applicable zoning ordinances. 7. The easements, restrictions, reservations, covenants, agreements and a 8. All easements, restrictions, reservations, agreements, rights-of-way, of record. Grantee, by acceptance of this deed, acknowledges, covenants and agrees for (i) Grantor shall not be liable for and Grantee hereby waives and releases G shareholders, partners, mortgagees and their respective successors and assi of loss, damage or injuries to buildings, structures, improvements, personal or other person who enters upon any portion of the Property as a result of subsurface conditions, known or unknown (including, without limitation limestone formations and deposits) under or upon the Property or any proper with the Property which may be owned by Grantor; (ii) Grantor, its successors and assigns, shall have the right to develop and condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or "MD" or medium density residential land use classifications on the Dev (iii) The purchase and ownership of the Property shall not entitle Grantes successors or assigns of Grantee, to any rights to use or otherwise enter on facilities or amenities to be constructed on the Golf Club Property, as de TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAL Statutory Warranty Deed to be executed as of the day and year first above DANIE PART. By: In CORP and Alabama and Statutory Warranty Deed to be executed as of the day and year first above DANIE PART.	rectatación, alerto	party strain be vale and the
The foregoing setbacks shall be measured from the property lines of the 3. Ad valorem taxes due and payable October 1,1995, and all subtemediate the current taxes due and payable October 1,1995, and all subtemediate the current due and library district assessments for the current year. 5. Mining and mineral rights not owned by Grantor. 6. All applicable zoning ordinances. 7. The easements, restrictions, reservations, covenants, agreements and a language of record. 6. All easements, restrictions, reservations, agreements, rights-of-way, of record. 6. Grantor shall not be liable for and Grantee hereby waives and releases Grantee, by acceptance of this deed, acknowledges, covenants and agrees for (i) Grantor shall not be liable for and Grantee hereby waives and releases Grantee, by acceptance or injuries to buildings, structures, improvements, personal or other person who enters upon any portion of the Property as a result of subsurface conditions, known or unknown (including, without limitation limestone formations and deposits) under or upon the Property or any proper with the Property which may be owned by Grantor; (ii) Grantor, its successors and assigns, shall have the right to develop and condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or "MD" or medium density residential land use classifications on the Dev (iii) The purchase and ownership of the Property shall not entitle Grantes successors or assigns of Grantee, to any rights to use or otherwise enter on facilities or amenities to be constructed on the Golf Club Property, as described to the constructed on the Golf Club Property, as described to be executed as of the day and year first above. 6. All applicable and some shall be a cassification on the Dev (CORP an Ala Settles) and the structure of the day and year first above to be executed as of the day and year first above of the day and year first above the construction of the day and year first above the LBA CORP and Ala Settles COUNTY (CORP and Ala Settles COUNT		•
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6. All applicable zoning ordinances. 7. The easements, restrictions, reservations, covenants, agreements and a 8. All easements, restrictions, reservations, agreements, rights-of-way, of record. Grantee, by acceptance of this deed, acknowledges, covenants and agrees for (i) Grantor shall not be liable for and Grantee hereby waives and releases G shareholders, partners, mortgagers and their respective successors and assi of loss, damage or injuries to buildings, structures, improvements, personal or other person who enters upon any portion of the Property as a result of subsurface conditions, known or unknown (including, without limitation limestone formations and deposits) under or upon the Property or any proper with the Property which may be owned by Grantor; (ii) Grantor, its successors and assigns, shall have the right to develop and condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or "MD" or medium density residential land use classifications on the Dev (iii) The purchase and ownership of the Property shall not entitle Grantes successors or assigns of Grantee, to any rights to use or otherwise enter on facilities or amenities to be constructed on the Golf Club Property, as de TO HAVE AND TO HOLD unto the said Grantee, its successors and assi IN WiTNESS WHEREOF, the undersigned DANIEL OAK MOUNTAL Statutory Warranty Deed to be executed as of the day and year first above DANIE PARTI	and all subsequent	years thereafter.
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Grantee, by acceptance of this deed, acknowledges, covenants and agrees for (i) Grantor shall not be liable for and Grantee hereby waives and releases G shareholders, partners, mortgagees and their respective successors and assi of loss, damage or injuries to buildings, structures, improvements, personal or other person who enters upon any portion of the Property as a result of subsurface conditions, known or unknown (including, without limitation limestone formations and deposits) under or upon the Property or any proper with the Property which may be owned by Grantor; (ii) Grantor, its successors and assigns, shall have the right to develop and condominiums, cooperatives, duplexes, zero-lot-line homes and cluster o "MD" or medium density residential land use classifications on the Dev (iii) The purchase and ownership of the Property shall not entitle Grantes successors or assigns of Grantee, to any rights to use or otherwise enter or facilities or smenities to be constructed on the Golf Club Property, as de TO HAVE AND TO HOLD unto the said Grantee, its successors and assi IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAL Statutory Warranty Deed to be executed as of the day and year first above DANIE PARTI By: I CORP an Ala STATE OF ALABAMA) SHELBY COUNTY	building setback li	ines and any other matter
(ii) Grantor shall not be liable for and Grantee hereby waives and releases G shareholders, partners, mortgagers and their respective successors and assist of loss, damage or injuries to buildings, structures, improvements, personal or other person who enters upon any portion of the Property as a result of subsurface conditions, known or unknown (including, without limitation limestone formations and deposits) under or upon the Property or any proper with the Property which may be owned by Grantor; (ii) Grantor, its successors and assigns, shall have the right to develop and condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or "MD" or medium density residential land use classifications on the Dev (iii) The purchase and ownership of the Property shall not entitle Grantes successors or assigns of Grantee, to any rights to use or otherwise enter on facilities or amenities to be constructed on the Golf Club Property, as de TO HAVE AND TO HOLD unto the said Grantee, its successors and assign IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAL Statutory Warranty Deed to be executed as of the day and year first above DANIE PARTICAL STATE OF ALABAMA (In the property of the property of the day and year first above STATE OF ALABAMA (In the property of the property of the day and year first above STATE OF ALABAMA (In the property of the pr	itself, and its heirs, s	successors and assigns, tha
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successors or assigns of Grantee, to any rights to use or otherwise enter or facilities or amenities to be constructed on the Golf Club Property, as de TO HAVE AND TO HOLD unto the said Grantee, its successors and assign WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAL Statutory Warranty Deed to be executed as of the day and year first above DANIEL PARTY. By: I CORP an Ala By: STATE OF ALABAMA) SHELBY COUNTY)	r patio homes on a relopment Plan for	the Development; and
IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN Statutory Warranty Deed to be executed as of the day and year first above DANIE PARTY. By: I CORP an Ala STATE OF ALABAMA) SHELBY COUNTY)	ito the golf course, c	clubbouse and other relate
Statutory Warranty Deed to be executed as of the day and year first above DANI: PARTY By: I CORP an Ala SHELBY COUNTY Its		
By: I CORP an Ala STATE OF ALABAMA) SHELBY COUNTY)	IN LIMITED PART written.	MERSHIP has caused th
STATE OF ALABAMA) SHELBY COUNTY)	EL OAK MOUNTA NERSHIP, an Alaba	AIN LIMITED ama limited partnership
STATE OF ALABAMA) SHELBY COUNTY)	DANIEL REALTY I PORATION - OAK Ibama corporation,	INVESTMENT MOUNTAIN, Its General Partner
SHELBY COUNTY)	HT ME	oye
SHELBY COUNTY)	51/1	
and the second s		Danielkilani
I, the undersigned, a Notary Public in and for said county, in said state, he whose name as St. Vice President of DANIEL REALTY INVESTMENT and Alabama corporation, as General Partner of DANIEL OAK MOUN limited partnership, is signed to the foregoing instrument, and who is known that, being informed of the contents of said instrument, he, as such off voluntarily on the day the same bears date for and as the act of such corporation.	TAIN LIMITED PA	ARTNERSHIP, an Alabar ledged before me on this d authority, executed the sar
Given under my hand and official seal, this the 28th day of OC!	1	1994 10 8 11:

FA. P.O. Bax 10247

paid from a mortgage loan simultaneously herewith.