

STATUTORY	
WARRANTY DEED	

JOINT TENANCY WITH RIGHT OF SURVIVORSHIP

06/19/1995-15920 HELDY DUNITY JUNE OF PRODUTE 1995-15920 113.50

THIS INSTRUMENT PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO:	SEND TAX NOTICE TO:
MS. SHETLA D. FLLIS	3936 Coopeak Drive
DANIEL CORPORATION	3936 Connock Drive Birmingham, AL 35292
P.O. BOX 385001 BIRNINGHAM, ALABAMA 35238-5001	
THIS STATI ITORY WARRANTY DEED is executed and de	elivered on this 14th day of June
1995 by DANIEL OAK MOUNTAIN LIMITED PART avor of Jon M. Orr and wife. Elvera Orr	NERSHIP, an Alabama limited partnership ("Grantor"), in ("Grantees").
NOW ALL MEN BY THESE PRESENTS, that for and in o	
One Hundred Five Thousand and no/100	
and sufficiency of which are hereby acknowledged by Crantor,	rantor and other good and valuable consideration, the receipt Grantor does by these presents, GRANT, BARGAIN, SELL and upon the death of either of them, then to the survivor of and right of reversion, the following described real property tone, 5th Sector, Phase I, as recorded Probate Office of Shelby County,
Alabama.	
all as more particularly described in the Greystone Resident dated November 6, 1990 and recorded in Real 317, Page 260 in t with all amendments thereto, is hereinafter collectively refer	private roadways, Common Areas and Hugh Daniel Drive, tial Declaration of Covenants, Conditions and Restrictions the Probate Office of Shelby County, Alabama (which, together red to as the "Declaration").
in the Declaration, for a single-story house; or _3,600_	less than square feet of Living Space, as defined square feet of Living Space, as defined in the Declaration,
for multi-story homes. 2. Subject to the provisions of Sections 6.04(c), 6.04(d) as	nd 6.05 of the Declaration, the Property shall be subject to the
following minimum setbacks: (i) Front Setback: 50 feet;	
(ii) Rear Setback: feet; (iii) Side Setbacks: feet.	
The foregoing setbacks shall be measured from the prope	erty lines of the Property.
3. Ad valorem taxes due and payable October 1,199	5_ , and all subsequent years thereafter.
4. Fire district dues and library district assessments for t	he current year and all subsequent years thereafter.
5. Mining and mineral rights not owned by Grantor.	
6. All applicable zoning ordinances.	greements and all other terms and provisions of the Declaration.
8 All easements, restrictions, reservations, agreements, rig	thts-of-way, building setback lines and any other matters of record.
	enant and agree for themselves and their heirs, executors,
(i) Grantor shall not be liable for and Grantees, jointly and semployees, directors, shareholders, partners, mortgagees at of any nature on account of loss, damage or injuries to building or any owner, occupants or other person who enters upon	severally, hereby waive and release Grantor, its officers, agents, and their respective successors and assigns from any liability age, structures, improvements, personal property or to Grantees any portion of the Property as a result of any past, present or wn or unknown (including, without limitation, sinkholes, and deposits) under or upon the Property or any property
(ii) Grantor, its successors and assigns, shall have the right condominiums, cooperatives, duplexes, zero-lot-line home "MD" or medium density residential land use classificati	t to develop and construct attached and detached townhouses es and cluster or patio homes on any of the areas indicated as ions on the Development Plan for the Development; and
an en 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	entitle Grantees or the family members, guests, invitees, heirs herwise enter onto the golf course, clubhouse and other related
then to the survivor of them in fee simple, and to the heirs and remainder and right of reversion.	nd during their joint lives and upon the death of either of them d assigns of such survivor forever, together with every contingen
IN WITNESS WHEREOF, the undersigned DANIEL Of Statutory Warranty Deed to be executed as of the day and	AK MOUNTAIN LIMITED PARTNERSHIP has caused thi year first above written.
	DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership
3	By: DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN,
STATE OF ALABAMA)	an Alabama corporation, Its General Partner By: By: By: By:
SHELBY COUNTY)	Its: President
	in said state, hereby certify that Allen D. Worthing
whose name as <u>frestant</u> of DANIEL REA an Alabama corporation, as General Partner of DANIEL Of partnership, is signed to the foregoing instrument, and who informed of the contents of said instrument, he, as such off day the same beats date for and as the act of such corporate	AK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited is known to me, acknowledged before me on this day that, being icer and with full authority, executed the same voluntarily on the tion in its capacity as general partner.
Given under my hand and official seal, this the	_day of
	Shil A Ellis
	Notary Public