

GREYSTONE

STATUTORY WARRANTY DEED

CORPORATE: PARTNERSHIP

02/21/1997-05536 09:49 AM CERTIFIE SELF COUNTY JUNE OF PROMITE SHELFT COUNTY JUNE OF PROMITE 9.50

Readley Arant. Rome & Multa 2001. Park Place, Sulta-1400. Birmingnam, Al. 35203-2736. THIS STATUTORY WARRANTY DEED is executed and delivered on this 192h, day ofFabruary_ 1997. by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited paranership ("Granus" favor ofACTUM ROMES, 186. NNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of	ECO	RDING SHOULD BE RETURNED TO:	Mr. Drony Acton
2001. Park. Place, Sulta-1400. Birmingham, & 35203-2336. Cirimingham, & 35203-2336. Cirimingham, & 35203-2336. Birmingham, &	•		
IFEIRED, AL 30203-2235. TELEMENT AL 30203-223		-	Po. B.x 426
1997. by DANEEL OAK MOUNTAIN LIMITED PARTINERSHIP, an Alabama limited partnership ("Carant form of a Carant Strong 1906." 1906. CCG Control Control 1906. CCG Control Control 1906. CCG Control Control 1906. CCG Control Cont	-		Pelhan, AL 35/69
No. Hardrent and Tuenty. Eight. Thousand and no.100. Johan (5 228,000.00) in hand paid by Grantor. Grantor does by those precents. GRANT. BARLAIN. SELL AND COMMENT. STATES AND COMMENT. AND COMMENT. BARLAIN. SELL AND COMMENT. BARLAIN. BARLAIN. SELL AND COMMENT. BARLAIN. BARLAIN. SELL AND COMMENT. BARLAIN. BARLAIN	199	7 by DANIEL OAK MOUNTAIN LIMITED 1 of ACTON HOMES, INC.	PARTNERSHIP, an Alabama limited partnership ("Grantor"). int
Jobalas 3 228,000.00	Tues	Hundred and Tuenty Eight Thousand.an	d no/100
Lots 16 and 17, seconding to the Map and Survey of Greystone 4th Sector, Phase 11, an a recorded in Map Book 22, Page 27 in the Office of the Judge of Probate of Shelby County, Alabame. The Property is conveyed subject to the following: 1. Ad valorime sizes due and payable October 1, 1997	Dollar and su	s (\$ 228,000,00), in hand paid by Grante officiency of which are hereby acknowledged by Grant	to Grantor and other good and valuable consideration, the receipt tor, Grantor does by these presents, GRANT, BARGAIN, SELL and
Country, Alabama. 1. Ad valurem taxes due and payable October 1. 1997, and all subsequent years thereafter. 2. Fire district dues and library district assessments for the current year and all subsequent years thereafter. 3. Mining and mineral rights not owned by Grantor. 4. All applicable anning ordinances. 5. The estements, restrictions, reservations, covernants, agreements and all other terms and provisions of the Green Residential Declaration of Covernants, Conditions, and Restrictions dared November 6, 1990 and recorded in Real Page 260 in the Probate Office of Shelby Country, Alabama, as amended, (which, together with all amendments the hereinafter collectively referred to as the "Declaration"). 6. Any Dwelling built on the Property shall contain not less than	Lo	ta 16 and 17, according to the Map an	d Survey of Greystone 4th Sector, Phase II.
1. Ad valorem taxes due and payable October 1, 1997, and all subsequent years thereafter. 2. Fire district dues and library district assessments for the current year and all subsequent years thereafter. 3. Mining and mineral rights not owned by Grantor. 4. All applicable soning ordinances. 5. The catements, restrictions, reservations, covenants, agreements and all other terms and provisions of the Green Residential Declaration of Covenants, Conditions, and Restrictions dated November 6, 1990 and recorded in Real Page 260 in the Probate Office of Shelby County, Alabama, as amended, (which, together with all amendments then hereinafter collectively referred to as the "Declaration"). 6. Any Dwelling built on the Property shall contain not less than defined in the Declaration, for a single-story house; or 3,1000			the Office of the Judge of Propage of Shelloy
2. Fire district dues and library district assessments for the current year and all subsequent years thereafter. 3. Mining and mineral rights not owned by Grantor. 4. All applicable zoning ordinances 5. The eastments, restrictions, reservations, covenants, agreements and all other terms and provisions of the Green Residential Declaration of Covenants. Conditions, and Restrictions dated November 6, 1990 and recorded in Real Page 260 in the Probate Office of Shelby County, Alabama, as amended, (which, together with all amendments then hereinafter collectively referred to as the Declaration of militarioty home. 7. Subject to the provisions of Sections 6,04(c), 6,04(d) and 6,05 of the Declaration, the Property shall be subject following minimum setbacks: (i) Front Serbacks — 50 feet: (ii) Reaf Serbacks — 50 feet: (iii) Reaf Serbacks — 50 feet: (iii) Reaf Serbacks — 50 feet: (iii) Reaf Serbacks in — 50 feet: (iii) Reaf Serbacks of this deed, acknowledges, covenants and sgrees for itself and its successors and assigns of the Declaration of the Createe, by acceptance of this deed, acknowledges, covenants and sgrees for itself and its successors and assigns from any liability of any nature on acceptance of this deed, acknowledges, covenants and sgrees for itself and its successors and assigns of the property of the property of the Granter of the Section of the Property as a result of any past, present or future soil, surface authorized conditions, known or unknown linduling, without unlimitation, slinkbooks, underground minnet, tumber assessment of the property which may be owned by Grantor: (ii) Grantor, by Section and Granter in property and property surrounding, adjacent to or in close proximit the Property which may be owned by Grantor: (iii) Grantor, its successors and assigns, shall have the right to develop and construct at one of future	The P	roperty is conveyed subject to the following:	
3. Mining and mineral rights not owned by Grantor. 4. All applicable zoning ordinances. 5. The casements, restrictions, reservations, covenants, agreements and all other terms and provisions of the Gree Residential Declaration of Covenants, Conditions, and Restrictions dated November 6, 1990 and recorded in Real Page 260 in the Probase Office of Shelby County, Alabama, as amended, (which, together with all amendments then hereinafter collectively referred to as the "Declaration"). 6. Any Dwelling built on the Property shall contain not less than updated in the Declaration, for a single-story house; or 3,1600 quarter feet of Living Space, as defined Declaration, for multi-tory home. 7. Subject to the provisions of Sections 6,04(c), 6,04(d) and 6,05 of the Declaration, the Property shall be subject following minimum serbacks. (i) Front Seback 50 feet: (ii) Side Sebacks 15 feet: (iii) Side Sebacks 15 feet: (iii) Side Sebacks 15 feet: The foregoing exbacks shall be measured from the property lines of the Property 8. All casements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of tex. Grantee, by acceptance of this deed, acknowledges, covenants and agrees for ittelf and its successors and assigns (ii) Granter shall not be liable for and Grantee hereby waives and release Grantor its officers, agents, employees, disarcholders, partfers, mornageges and their respective successors and assigns form any flability of any nature on accollars, dramge or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupantee personal work of the property as a result of any past, present or future soil, surface substruface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and sonos formations and deposits) under or upon the Property as a result of any state, present of their expertive successors and cluster or patio homes on any of the areas indicated as or medium density residential l	1.	Ad valorem taxes due and payable October 1. 1997	, and all subsequent years thereafter.
3. Mining and mineral rights not owned by Grantor. 4. All applicable zoning ordinances. 5. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of the Gree Residential Declaration of Covenants, Conditions, and Restrictions dated November 6, 1990 and recorded in Real Page 260 in the Probate Office of Shelby County, Alabama, as amended, (which, together with all amendments then hereinafter collectively referred to as the "Declaration"). 6. Any Dwelling built on the Property shall contain not less than updated in the Declaration, for a single-story house; or 3,1600 quarter feet of Living Space, as defined Declaration, for multi-story home. 7. Subject to the provisions of Sections 6,04(c), 6,04(d) and 6,05 of the Declaration, the Property shall be subject following minimum serbacks. (i) Front Serback: 50 feet: (ii) Side Serbacks: 50 feet: (iii) Side Serbacks: 15 feet. The foregoing estacks shall be measured from the propeny lines of the Property. 8. All casements, restrictions, reservations, agreements, rights-of-way, building serback lines and any other matters of tex. 6. Granter, by acceptance of this deed, acknowledges, covenants and agrees for itself and its successors and assigns from any flashity of any nature on accolosis, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupions persona who enters upon any portion of the Property a result of any past, present or future soil, surface substraface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and stone formations and deposite) under or upon the Property or any property surrounding, adjacent to or in close proximities to be constructed on the Golf Club Property as and efficiently and other related facil amenities to be constructed on the Golf Club Property as defined in the Declaration. 6. Granter, its successors and assigns, shall have the right to develop and construct strached and detached cownit	2.	Fire district dues and library district assessments for the	he current year and all subsequent years thereafter.
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(ii) Front Sethack: 50_ feet: (iii) Rear Sethack: 50_ feet. (iii) Side Sethacks 50_ feet. The foregoing sethacks shall be measured from the property lines of the Property 8. All easements, restrictions, reservations, agreements, rights-of-way, building sethack lines and any other matters of see. Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and its successors and assigns (ii) Grantor shall not be liable for and Grantee hereby waives and releases Grantor its officers, agents, employees, dir sharcholders, partiers, mortgagees and their respective successors and assigns from any liability of any nature on access of insuring to buildings, structures, improvements, personal property or to Grantee or any owner, occupations, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupations, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupations, damage of the Property as a result of any past, present or future soil, surface authorities conditions, known or unknown (including, without limitation, inkholes, underground institution, thinkoles, underground institution, inkholes, underground institution, the property which may be owned by Grantor: (iii) Grantor, its successors and assigns, shall have the right to develop and construct strached and detached towner condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or patio homes on any of the areas indicated as 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, heirs, sors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course, clubhouse and other related facil amenities to be constructed on the Golf Club Property, as defined in the Declaration. TO HAYE AND TO HOLD unto the said Grantee, its successors and as	7.		(d) and 6.05 of the Declaration, the Property shall be subject to th
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condominiums. cooperatives, duplexes, zero-lot-line homes and cluster or patto homes on any of the elast indicates or 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, heirs, sors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course, clubhouse and other related faciliamenities to be constructed on the Golf Club Property, as defined in the Declaration. TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever. IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caus Statutory Warranty Deed to be executed as of the day and year first above written. DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caus By: DANIEL REALTY INVESTMENT CORPORATION - DAY-MOUNTAIN, an Alabama proporation is General Partnership. STATE OF ALABAMA? SHELBY COUNTY	share loss, other substantes the l	cholders, partifers, mortgagees and their respective so damage or injuries to buildings, attractures, improve a person who enters upon any portion of the Projurface conditions, known or unknown (including, vertical formations and deposits) under or upon the Proper Property which may be owned by Grantor:	escessors and assigns from any habitity of any nature on account of ements, personal property or to Grantee or any owner, occupants of perty as a result of any past, present or future soil, surface and/ovithout limitation, sinkholes, underground mines, tunnels and limity or any property surrounding, adjacent to or in close proximity with the property surrounding, adjacent to or in close proximity with the property surrounding, adjacent to or in close proximity.
sors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course, clubrouse and other feature amenities to be constructed on the Golf Club Property, as defined in the Declaration. TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever. IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has cause Statutory Warranty Deed to be executed as of the day and year first above written. DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited particle of the Corporation of DANIEL REALTY INVESTMENT CORPORATION. STATE OF ALABAMA) SHELBY COUNTY I, the undersigned, a Notary Public in apd for said county, in said state, hereby certify that D. K. Lloy demonstration of DANIEL REALTY INVESTMENT CORPORATION MOUNTAIN, an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERSH MOUNTAIN, an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERSH Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same so that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same so	or m	lominiums, cooperatives, duplexes, zero-lot-line hom redium density residential land use classifications on t	the Development Plan for the Development; and
IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has cause Statutory Warranty Deed to be executed as of the day and year first above written. DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited part CORPORATION OAK MOUNTAIN, an Alabama eoptication, its General Partnership, its General Partnership, and Alabama corporation, as General Partner of DANIEL REALTY INVESTMENT CORPORATION MOUNTAIN, an Alabama corporation, as General Partner of DANIEL REALTY INVESTMENT CORPORATION MOUNTAIN, an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has cause State of DANIEL REALTY INVESTMENT CORPORATION Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on that, being informed of the contents of said instrument, he, as such officer and with tull authority, executed the same so that, being informed of the contents of said instrument, he, as such officer and with tull authority, executed the same so	eme:	or assigns of Grantee, to any rights to use of otherw nities to be constructed on the Golf Club Property, a	defined in the Declaration.
STATE OF ALABAMA) SHELBY COUNTY I, the undersigned, a Notary Public in apid for said county, in said state, hereby certify that STATE OF ALABAMA SHELBY COUNTY I, the undersigned, a Notary Public in apid for said county, in said state, hereby certify that Of DANIEL REALTY INVESTMENT Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before one on that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same soil that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same soil that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same soil			
By: DANIEL REALTY INVESTMENT CORPORATION DAK MOUNTAIN. an Alabama experience, to General Partner By: STATE OF ALABAMA) SHELBY COUNTY I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that D. K. Lloy d whose name as So. Rice President of DANIEL REALTY INVESTMENT CORPORATION MOUNTAIN, an Alabama corporation, as General Partner of DANIEL NAME OF TOWN AND CONTRAIN LIMITED PARTNERS. Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before one on that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same soil that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same soil to the contents of said instrument, he as such officer and with full authority, executed the same soil to the contents of said instrument, he as such officer and with full authority, executed the same soil to the contents of the same such officer and with full authority.	IN Stati	WITNESS WHEREOF, the undersigned DANIE. utory Warranty Deed to be executed as of the day and	year first above written.
STATE OF ALABAMA) SHELBY COUNTY I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Whose name as So. Nice President Of DANIEL REALTY INVESTMENT CORPORATION MOUNTAIN, an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERS Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same soil that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same soil			PARTNERSHIP, an Alabama limited partnersh
SHELBY COUNTY I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that D. K. Lloy d whose name as So. Rice President of DANIEL REALTY INVESTMENT CORPORATION MOUNTAIN, an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERS Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same volume to the contents of said instrument, he, as such officer and with full authority, executed the same volument.			By: DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN. an Alabama representation, its General Partner
I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that D. K. Lloy d whose name as 5. Like President of DANIEL REALTY INVESTMENT CORPORATION MOUNTAIN, an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERS Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same sold that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same sold in the same sold in the contents of said instrument, he as such officer and with full authority, executed the same sold in the sam			By: John Start
I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that D. K. Lloy d whose name as 5. Like Present of DANIEL REALTY INVESTMENT CORPORATION MOUNTAIN, an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERS Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same volume to the contents of said instrument, he, as such officer and with full authority, executed the same volume to the same for and to the same volume to the same for and to the same volume to the same for and to the same volume to the same said instrument.	STA	ATE OF ALABAMA)	
MOUNTAIN, an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERS: MOUNTAIN, an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERS: Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same volument, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same volument.			T 4 1 1
Given under my hand and official seal, this the 19th day of February Sheete A Ell	MC Alal that	DUNTAIN, an Alabama corporation, as General Parthama limited partnership, is signed to the foregoing in the being informed of the contents of said instrument, the day the same bears date for and as the act of such contents.	iner of DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP strument, and who is known to me, acknowledged before me on this he, as such officer and with full authority, executed the same volunta ornoration in its capacity as general partner.
	Giv	ven under my hand and official seal, this the 1946	Sheete At Ellis Notary Public My Commission Expires 2/24/98

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