

STATUTORY WARRANTY DEED

JOINT TENANCY WITH RIGHT OF SURVIVORSHIP

> 1998-24784 IFIE

THIS INSTRUMENT PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO:

Mr. Stephen R. Monk, Esq. Bradley Arant Rose & White, LLP 2001 Park Place North Birmingham, Alabama 35203-2736

SEND TAX NOTICE TO Mr. and Mrs. John M. Campbell 2310 Winterberry Way

Birmingham, Alabama 35216

| THIS STATUTORY WARRANTY DEED is executed and delivered on this 29th day of June | |
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| THIS STATUTORY WARRANTY DEED is executed and delivered on this first day of the 1998 by DANIEL OAK MOUNTAIN HMITED PARTNERSHIP, an Alabama limited partnership (| "Grantor"), in |
| John M Campbell and wife Judith O. Campbell | ("Grantees"). |

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of ___ One_ Hundred Twenty-Five Thousand and No/100

and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real property (the *Property") sunated in Shelby County, Alabama:

Lot 23, according to the Survey of Greystone, 5th Sector, Phase II, as recorded in Map Book 17, Page 118 in the Probate Office of Shelby County, Alabama.

The Property is conveyed subject to the following:

- Fire district dues and library district assessments for the current year and all subsequent years thereafter.
- Mining and mineral rights not owned by Grantor.
- All applicable zoning ordinances.
- 5. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of the Greystone Residential Declaration of Covenants, Conditions, and Restrictions dated November 6, 1990 and recorded in Real 317. Page 260 in the Probate Office of Shelby County, Alabama, as amended, (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").
- 6. Any Dwelling built on the Property shall contain not less than _____ 3,000 _______ square feet of Living Space. 48 defined in the Declaration, for a single-story house; or 3,600 _____ square feet of Living Space, as defined in the Declaration, for multi-story home.
- Subject to the provisions of Sections 6.04(c), 6.04(d) and 6.05 of the Declaration, the Property shall be subject to the following minimum setbacks:
 - (i) Front Setback: 50
 - (ii) Rear Setback: 75 feet:
 - tert. (iii) Side Setbacks:

The foregoing setbacks shall be measured from the property lines of the Property.

8. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record

Grantees, by acceptance of this deed, acknowledge, covenant and agree for themselves and their heirs, executors, administrators, personal representatives and assigns, that:

(i) Grantor shall not be liable for and Grantees, jointly and severally, hereby waive and release Grantor its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantees or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil. surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor;

(ii) Grantor, its successors and assigns, shall have the right to develop and construct attached and detached townhouses. condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or patio homes on any of the areas indicated as "MD" 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 Grantees or the family members, guests, invitees, heirs, successors or assigns of Grantees, to any rights to use or otherwise enter onto the golf course, clubhouse and other related facilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration.

TO HAVE AND TO HOLD unto the said Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remain der and right of reversion.

IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership

By: DANIEL REALTY (VESTMENT CORPORATION - ON MOUNTAIN an Aldfatha copporation to General Pho

STATE OF ALABAMA)

SHELBY COUNTY (1)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that M. Lewis Gwaltney, Jr., whose name as Vice Tresident of DANIEL REALTY INVESTMENT CORPORATION OAK MOUNTAIN, an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation in its capacity as general partner

Given under my hand and official scale this the 29th day of ... June

Noticy Public My Commission Expires. 3/30/2002