

STATUTORY WARRANTY DEED

INDIVIDUAL

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THIS INSTRUMENT PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO

Stephen R. Monk, Esq. Bradley Arant Rose & White, LLP 2001 Park Place North, Suite 1400 Birmingham, Alabama 35203-2736

SEND TAX NOTICE TO Ms. Jayne A. Geteinger 3133 Brookhill b Birmingham.

THIS STATUTORY WARRANTY DEED is executed and delivered on this 22 odday of 1999 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership (Gramor) Granito Jayne A. Getsinger

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Fighty - Nine

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and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAUN, SELL, and CONVEY unto Grantee the following described real property (the "Property") situated in Shelby County. Alabama

Lot 25-B, according to the Survey of Castle Rock Drive Resurvey; being a resurvey of Lot 24-A of a Resurvey of Lots 20, 22, 23 & 24 of the Amended Map of Greystone, Frist Sector, Phase VII, and Lot 25-A of the Resurvey of Lots 25, 26, 27 and 28, Greystone, First Sector, Phase VII, as recorded in Map Book 23, Page 72 in the Probate Office of Shelby County, Alabama.

The Property is conveyed subject to the following

- 1999 , and all subsequent years thereafter Ad valorem taxes due and payable October 1.
- Fore district dues and library district assessments for the current year and all subsequent years thereafter
- Mining and mineral rights not owned by Granton.
- All applicable zoning ordinances
- The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of the Greestone Residential Declaration of Covenants, Conditions, and Restrictions dated November 6, 1990 and recorded in Real 31.1 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").
- square feet of Living Space, as Any Dwelling built on the Property shall contain not less than ___3,800 4,500 square feet of Living Space, as defined in the defined in the Declaration, for a single-story house; or 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: feet, (ii) Rear Serback:

(iii) Side Setbacks: __ 15

The foregoing setbacks 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 rectaid

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for her self and her heiri, executory. administrators, personal representatives and assigns, that:

- (i) Grantor shall not be liable for and Grantee hereby waives and releases 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 Grantee 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, sorface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, sunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximus 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 "MI)" 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, hears, successors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course. dubhouse and other related facilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration.

assigns forever.

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 REAL DY INVESTMENT CORPORATION - OAK MOUNTAIN. an Alabama corporation. In General Parener

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STATE OF ALABAMA)

SHELBY COUNTY

I, the undersigned, a Norary Public in and for spid county, in said state, hereby certify that. Chais Q. Beours of DANIEL REALTY INVESTMENT CORPORATION whose name as . Vice President

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 the on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntar ily 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 seal, this the

april

My Commission Lypney Jeb 3.

6/96