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OK
This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 290E
Birmingham, AL 35223

Send Tax Notice to:
D.R. HORTON, INC.
BIRMINGHAM
2090 Columbiana Road
Suite 4000
Birmingham, AL 35216

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of FOUR HUNDRED FORTY-SIX THOUSAND ONE HUNDRED SEVENTY DOLLARS AND NO/100's (\$446,170.00) and other good and valuable consideration, paid to the undersigned grantor, SOUTH GRANDE VIEW DEVELOPMENT COMPANY, INC., in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said SOUTH GRANDE VIEW DEVELOPMENT COMPANY, INC. (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto D.R. HORTON, INC. - BIRMINGHAM (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

PARCEL I:

Lot 20, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster, as recorded in Map Book 19, Page 100, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

PARCEL II:

Lots 22 and 31, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster, 2nd Addition, as recorded in Map Book 20, Page 66, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

PARCEL III:

Lot 415 and 438, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster, 4th Addition, as recorded in Map Book 21, Page 100 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

PARCEL IV:

Lots 518, 519, 532, 543, 544, 545, 546, 547, 549, 550, 551, 558, 563, 570 and 573, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster, 5th Addition, as recorded in Map Book 21, Page 133, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

The above property is conveyed subject to:

(i) All valid and enforceable easements, covenants, conditions and restrictions of record, including, without limitation, that certain Declaration of Protective Covenants recorded in Instrument #1995-05892, First Amendment to Declaration of Protective Covenants recorded in Instrument #1995-28543, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster 2nd Addition, recorded in Instrument #1995-28544, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster 3rd Addition as recorded in Instrument #1996-00339, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster, 4th Addition, recorded in Instrument #1996-29192, Supplementary Declaration of Protective Covenants for Grande View Estate, Givianpour Addition to Alabaster, 5th Addition, recorded in Instrument #1996-37928, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to

09/23/1999-39652
108:09 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJI 460.00

09/23/1999-39652

Inst # 1999-39652

Please return to:
Cahaba Title, Inc.
1900 Indian Lake Drive
Birmingham, AL 35244

Alabaster, 7th Addition, recorded in Instrument #1996-37929, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster, Grande View Garden & Townhomes, First Addition, recorded on or about the date hereof, Articles of Incorporation of Grande View Estates Homeowners' Association, Inc. recorded in Instrument #1995-05890 and By-Laws recorded in Instrument #1995-05891, in the Office of the Judge of Probate of Shelby County, Alabama (ii) the lien of ad valorem and similar taxes for 1999 and subsequent years and (iii) Building setback lines and easements as shown by recorded plat (iv) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 138, Page 170 in said Probate Office (v) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed 13, Page 385 and Deed 375, Page 546, in said Office and (vi) Restrictions, limitations and conditions as set out in Map Book 19, Page 100 A & B, Page 20, Page 66, Map Book 21, Page 100, Map Book 21, Page 133.

By its acceptance of this deed, Grantee hereby waives any and all claims against Grantor and agrees that Grantor shall not be liable for, and no action shall be asserted against Grantor for any loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents, and employees of Grantor; (ii) the officers, directors, employees and agents of Grantor or trustees thereof; and, (iii) any successors or assigns of Grantor.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

.IN WITNESS WHEREOF, South Grande View Development Company, Inc. has caused this statutory warranty deed to be executed by its duly authorized officer this 31st day of August, 1999.

GRANTOR:

SOUTH GRANDE VIEW DEVELOPMENT
COMPANY, INC.

BY: C. S. Givianpour

Charles S. Givianpour
ITS: President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Charles S. Givianpour, whose name as President of South Grande View Development Company, Inc., an Alabama Corporation, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

31st Given under my hand and office seal of office this the day of August, 1999.

Alice L. Miller

Notary Public

My Commission Expires: 2-28-02

The Grantee executes this Deed only to acknowledge and accept all the covenants and restrictions contained hereinabove.

GRANTEE:

D.R. HORTON, INC. - BIRMINGHAM
an Alabama Corporation

By: Mike Inman

Mike Inman

Its: Vice-President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mike Inman whose name as Vice-President of D.R. HORTON, INC. - BIRMINGHAM, an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31st day of August, 1999.

Alice L. Muth

Notary Public

My Commission expires: 2-28-02

PLEASE RETURN TO:
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1900 Indian Lake Drive
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