

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 35242

SEND TAX NOTICE TO:

The Cove at Greystone Homeowners' Association, Inc.
c/o Daniel Realty Company
P. O. Box 43250
Birmingham, Alabama 35243-3250

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED is executed and delivered on this 17th day of September, 1999 by GREYSTONE COVE, LLC, an Alabama limited liability company ("Grantor"), in favor of The Cove at Greystone Homeowners' Association, Inc., an Alabama non-profit corporation ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee the following described real property (the "Property") situated in Shelby County, Alabama:

That certain Lot designated as "The Cove Swim and Tennis Club", according to the Survey of The Cove of Greystone, Phase I as recorded in Map Book 25, Page 38 A & B, in the Probate Office of Shelby County, Alabama

The Property is conveyed subject to the following (collectively, the "Permitted Exceptions"):

1. Ad valorem taxes due and payable October 1, 1999, and all subsequent years thereafter
2. 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 assessments, restrictions, reservations, covenants, agreements and all other terms and provisions of The Cove of Greystone Declaration of Covenants, Conditions and Restrictions dated October 1, 1998 and recorded as Instrument No. 1998-38836 in the Probate Office of Shelby County, Alabama, as amended.
6. All assessments, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and its successors and assigns, that 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, 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.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, subject, however, to the Permitted Exceptions.

IN WITNESS WHEREOF, the undersigned GREYSTONE COVE, LLC, has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

GREYSTONE COVE, LLC, an Alabama limited liability company

By: Daniel Realty Company, an Alabama general partnership, its Co-Manager

By: Daniel Equity Partners Limited Partnership, a Virginia limited partnership, its Managing Partner

By: Daniel Equity Corporation I, a Virginia corporation, its General Partner

By: Chris A. Brown
its: VP

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Chris A. Brown whose name as Vice President of Daniel Equity Corporation I, a Virginia corporation, as General Partner of Daniel Equity Partners Limited Partnership, a Virginia limited partnership, as Managing Partner of Daniel Realty Company, in its capacity as Co-Manager of GREYSTONE COVE, LLC, an Alabama limited liability company, 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 for and as the act of such corporation, as General Partner of Daniel Equity Partners Limited Partnership, a Virginia limited partnership, as Managing Partner of Daniel Realty Company, in its capacity as Co-Manager of Greystone Cove, LLC, an Alabama limited liability company.

Given under my hand and official seal, this the ____ day of September, 1999.

Mar Ann Dunaway
Notary Public

My Commission Expires: 02/12/2003

Inst # 1999-40043

09/24/1999-40043
03:27 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 CJ1 9.00