

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

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

SEND TAX NOTICE TO:

Mr. and Mrs. Tyler A. Bolen  
826 Crest Cove Circle  
Birmingham, AL 35226

THIS STATUTORY WARRANTY DEED is executed and delivered on this 16<sup>th</sup> day of March, 2001 by GREYSTONE COVE, LLC, an Alabama limited liability company ("Grantor"), in favor of TYLER A. BOLEN AND WIFE, GINA C. BOLEN ("Grantees").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Sixty-Five Thousand Five Hundred Fifty and No/100 Dollars (\$65,550.00), in hand paid by Grantees 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 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") situated in Shelby County, Alabama:

Lot 1, according to the Survey of The Cove of Greystone, Phase I as recorded in Map Book 26, Pages 39 A & B, in the Probate Office of Shelby County, Alabama.

The Property is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 2001, 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 easements, 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, (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 2,600 square feet of Living Space, as defined in the Declaration, for a single-story house; or 3,000 square feet of Living Space, as defined in the Declaration, for multi-story home.
7. Subject to the provisions of Sections 6.04(a), 6.04(b) and 6.05 of the Declaration, the Property shall be subject to the following minimum setbacks:

- (i) Front Setback: 50 feet;
- (ii) Rear Setback: 50 feet;
- (iii) Side Setbacks: 15 feet.

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 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.

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 remainder and right of reversion.

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: SF 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 Sr. 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 16<sup>th</sup> day of March, 2001.

Nancy R. Echols  
Notary Public  
My Commission Expires: 3-27-2001

STATUTORY  
WARRANTY DEED

JOINT TENANCY  
WITH RIGHT OF  
SURVIVORSHIP

03/21/2001-10262  
11:58 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MEL 14.00

Inst # 2001-10262

2001-10262