

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

QUITCLAIM DEED

THIS QUITCLAIM DEED (this "Deed") is made and entered into as of the 27th day of August, 2002 by DANIEL LEGACY, LLC, an Alabama limited liability company ("Grantor"), in favor of LEGACY PLACE HOMEOWNERS' ASSOCIATION, INC., an Alabama nonprofit corporation ("Grantee").

RECITALS:

Grantor is the "Developer", as defined in the Supplemental Covenants of Legacy Place of Greystone dated July 27, 2000 which has been recorded as Instrument No. 2000-25238 in the Office of the Judge of Probate of Shelby County, Alabama (the "Supplemental Covenants"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Supplemental Covenants.*

Grantee is the "Legacy Place Association", as defined in the Supplemental Covenants.

Grantor is the owner of the lots designated as (i) "Park", according to a Resurvey of Lot 18 and Park, Legacy Place of Greystone as recorded in Map Book 28, Page 6 in the Office of the Judge of Probate of Shelby County, Alabama and (ii) "Legacy Place Common Area", according to the Survey of Legacy Place of Greystone as recorded in Map 27, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama (collectively, the "Legacy Place Common Area Property"), which Legacy Place Common Area Property is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Subject to the remaining terms and provisions of this Deed, Grantor desires to transfer, assign and quitclaim to Grantee, all of Grantor's right, title and interest, if any, in and to the Legacy Place Common Area Property as well as certain other rights and interests of Grantor, as hereinafter provided, and Grantee desires to accept and assume all of Grantor's right, title and interest, if any, therein.

NOW, THEREFORE, 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, the parties do hereby agree as follows:

1. Grantor does hereby REMISE, RELEASE, QUITCLAIM, SELL and CONVEY to Grantee all of Grantor's right, title and interest, if any, in and to the following described real property (collectively, the "Real Property") situated in Shelby County, Alabama:

(a) All of the Legacy Place Common Area Property;

Alabama Title

(b) Any and all storm drainage easements shown on the Subdivision Plat and any other storm drainage facilities situated on or within Legacy Place; and

(c) Any and all medians, landscaping, playground equipment and all other improvements, fixtures and appurtenances, if any, owned by Grantor and situated on, in or upon any of the Legacy Place Common Area Property.

THE REAL PROPERTY IS TRANSFERRED AND CONVEYED IN ITS CURRENT "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE PHYSICAL CONDITION, SUITABILITY, FITNESS FOR A PARTICULAR USE, MERCHANTABILITY, WORKMANSHIP OR AS TO ANY OTHER MATTERS OF ANY NATURE.

4. All of the Real Property constitutes Legacy Place Common Areas under the Supplemental Covenants and may not be used or developed for any other purpose or use.

5. Grantee, by acceptance of this Deed, does hereby accept all of the Real Property and does further covenant and agree that, from and after the date of this Deed, Grantee will, at its sole cost and expense, (a) fully and completely perform all of Grantor's obligations under the Supplemental Covenants with respect to the Real Property and (b) fully and completely perform and at all times comply with any statutes, code provisions, ordinances, rules, regulations or requirements of any Governmental Authority, as defined in the Master Declaration, which are applicable to the ownership, maintenance, repair, upkeep, operation and replacement of any of the Real Property.

6. This Deed may not be modified or amended except by a written instrument executed by both Grantor and Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Deed to be executed as of the day and year first above written.

GRANTOR:

DANIEL LEGACY, LLC, an Alabama limited liability company

By: DANIEL REALTY COMPANY, an Alabama limited liability company, Its Manager

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

By: Daniel Equity Corporation I, a Virginia corporation

By: Steven E. Camp
Its: Secretary

GRANTEE:

**LEGACY PLACE HOMEOWNERS'
ASSOCIATION, INC.,** an Alabama nonprofit
corporation

By: Sheila D. Ellis
Its: Secretary

STATE OF ALABAMA)

:

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Steven E. Camp, whose name as Secretary 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, as Manager of Daniel Legacy, 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 in its capacity as Manager as aforesaid.

Given under my hand and official seal this the 27th day of August, 2002.

Debbie D. Stephens
Notary Public.
My Commission Expires: April 10, 2006

[NOTARIAL SEAL]

STATE OF ALABAMA)

:

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Sheila D. Ellis, whose name as Secretary of LEGACY PLACE HOMEOWNERS' ASSOCIATION, INC., an Alabama nonprofit corporation, 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 said nonprofit corporation.

Given under my hand and official seal this 27th day of August, 2002.

Debbie D. Stephens
Notary Public
My Commission Expires: 4-10-2006

[NOTARIAL SEAL]

EXHIBIT A

Legal Description

"Legacy Place Common Area", according to the Survey of Legacy Place of Greystone as recorded in Map Book 27, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

"Park", according to a Resurvey of Lot 18 and Park, Legacy Place of Greystone as recorded in Map Book 28, Page 6 in the Office of the Judge of Probate of Shelby County, Alabama.