

THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:
Stephen R. Monk, Esq.,
Bradley Arant Rose & White, LLP
One Federal Place, 1819 Fifth Avenue North
Birmingham, Alabama 35203

SEND TAX NOTICE TO:

Mr. Dwight Sandlin
Haven at Greystone, LLC
2148 Pelham Parkway, Building 600
Pelham, Alabama 35124

THIS STATUTORY WARRANTY DEED is executed and delivered on this 30th day of September, 2002 by GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company ("Grantor"), in favor of Haven at Greystone, LLC, an Alabama limited liability company ("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:

SEE EXHIBIT A ATTACHED HERETO.

The Property is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 2002, and all subsequent years thereafter.
2. Library district assessments for the current year and all subsequent years the
3. Mining and mineral rights not owned by Grantor.
4. All applicable zoning ordinances.
5. The easements, restrictions, reservations, covenants, liens, assessments, agreements and all other terms and provisions of the Greystone Legacy Declaration of Covenants, Conditions and Restrictions dated as of December 1, 1999 and recorded as Instrument No. 1999-50995 in the Office of the Judge of Probate of Shelby County, Alabama, as amended, (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").
6. Any Dwelling, as defined in the Declaration, built on the Property shall contain not less than 1,500 square feet of Living Space, as defined in the Declaration, for a single-story home; or 1,800 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, minimum building setback requirements for any Dwelling, as defined in the Declaration, to be constructed, erected, placed or maintained on the Property shall be as follows:

- (i) Front Setback: 10 feet;
(ii) Rear Setback: 10 feet;
(iii) Side Setbacks: 5 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.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and its successors and assigns, that (a) Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Property or any portion thereof, the suitability or fitness of the Property for any intended or specific use, any matters of survey or whether any underground storage tanks or any hazardous or toxic waste, substances or materials, including, without limitation, asbestos, radon, formaldehyde and polychlorinated biphenyls, are present or at any time prior to the date hereof have been located in, on, under, upon or adjacent to the Property; (b) Grantee has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property including, without limitation, the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Property; and (c) Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its members, managers, agents, employees, officers, 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.

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

GREYSTONE DEVELOPMENT COMPANY, LLC, an
Alabama limited liability company

By: Daniel Realty Corporation, an Alabama corporation,
Its Manager

By: Chris A. Brown
Its: Sr VP

STATE OF ALABAMA)

JEFFERSON 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 Realty Corporation, an Alabama corporation, as Manager of GREYSTONE DEVELOPMENT COMPANY, 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 manager of Greystone Development Company, LLC as aforesaid.

Given under my hand and official seal, this the 30th day of September, 2002.

Dakota D. Stephens
Notary Public
My Commission Expires: April 10, 2004

STATUTORY
WARRANTY DEED

CORPORATE-
PARTNERSHIP

EXHIBIT A

A parcel of land situated in the South half of Section 14, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 1 inch bar found locally accepted to be the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 14, Township 18 South, Range 1 West; thence run in a Southerly direction along the East line of said quarter-quarter section for a distance of 500.25 feet to a found rock; thence turn an angle to the right of 31 degrees, 00 minutes, 07 seconds and run in a Southwesterly direction for a distance of 1,317.12 feet to an iron pin set on the North line of proposed Greystone Legacy 8th Sector; thence turn an angle to the right of 93 degrees, 27 minutes, 12 seconds and run in a Northwesterly direction for a distance of 513.62 feet and along the Northeast line of proposed Greystone Legacy 8th Sector and the following courses to an iron pin set; thence turn an angle to the left of 52 degrees, 59 minutes, 47 seconds and run in a Southwesterly direction for a distance of 41.75 feet to an iron pin set; thence turn an angle to the right of 05 degrees, 07 minutes, 30 seconds and run in a Southwesterly direction for a distance of 219.16 feet to an iron pin set; thence turn an angle to the right of 23 degrees, 10 minutes, 30 seconds and run in a Northwesterly direction for a distance of 22.66 feet to an iron pin set; thence turn an angle to the right of 12 degrees, 54 minutes, 07 seconds and run in Northwesterly direction for a distance of 40.47 feet to an iron pin set; thence turn an angle to the right of 08 degrees, 10 minutes, 54 seconds and run in a Northwesterly direction for a distance of 67.81 feet to an iron pin set; thence turn an angle to the left of 24 degrees, 54 minutes, 49 seconds and run a Northwesterly direction for a distance of 73.39 feet to an iron pin set; thence turn an angle to the right of 07 degrees, 35 minutes, 50 seconds and run in a Northwesterly direction for a distance of 95.46 feet to an iron pin set; thence turn an angle to the right of 25 degrees, 47 minutes, 01 seconds and run in a Northwesterly direction for a distance of 191.92 feet to an iron pin set; thence turn an angle to the left of 80 degrees, 23 minutes, 04 seconds and run in Southwesterly direction for a distance of 154.32 feet to an iron pin set on the Northeast right of way line of proposed Legacy Drive in said proposed Greystone Legacy 8th Sector, said iron pin set also being on a curve to the left having a central angle of 07 degrees, 15 minutes, 21 seconds and a radius of 505.00 feet; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds to the tangent of said curve and run in a Northwesterly direction along the arc of said curve for a distance of 63.95 feet to an iron pin set on the Northeast right of way line of said proposed Legacy Drive; thence run tangent to last stated curve in a Northwesterly direction for a distance of 260.38 feet to an iron pin set on the Northeast right of way line of said proposed Legacy Drive; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Northeasterly direction for a distance of 190.00 feet along the East line of proposed Greystone Legacy 8th Sector and the following courses to an iron pin set; thence turn an angle to the left of 88 degrees, 51 minutes, 49 seconds and run in a Northwesterly direction for a distance of 60.80 feet to an iron pin set; thence turn an angle to the right of 88 degrees, 53 minutes, 17 seconds and run in a Northeasterly direction for a distance of 339.70 feet to an iron pin set; thence turn an angle to the left of 10 degrees, 37 minutes, 18 seconds and run in a Northeasterly direction for a distance of 323.60 feet to an iron pin set; thence turn an angle to the left of 48 degrees, 49 minutes, 31 seconds and run in a Northwesterly direction for a distance of 358.58 feet to a iron pin found on the North line of the South half of Section 14; thence turn an angle to the right of 106 degrees, 58 minutes, 06 seconds and run in an Easterly direction along the North line of said Section 14 for a distance of 1,777.49 feet to the point of beginning; said parcel of land containing 54.4 Acres more or less.