

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 400
Birmingham, Alabama 35242

SEND TAX NOTICE TO:
Mr. Cory Mason
Keystone Building Co., Inc.
300 Applegate Lane, Suite A
Pelham, Alabama 35124

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED is executed and delivered on this 13th day of October, 2004 by **DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP**, an Alabama limited partnership ("Grantor"), in favor of **KEYSTONE BUILDING CO., INC.** ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Three Hundred Twenty Thousand and No/100 Dollars (\$320,000.00), 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 and incorporated herein by reference.

The Property is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 2005, 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, rights-of-way, reservations, building set-back lines and other matters of record including, specifically the Amended and Restated Restrictive Covenants dated November 3, 1989 and recorded in Book 265, Page 96 in the Probate Office of Shelby County, Alabama.
6. The Property is conveyed subject to the following restrictions which shall be and are covenants running with the land:

(a) The Property shall be developed into not more than five (5) single-family lots (individually, a "Lot" and collectively, the "Lots"), which Lots shall be used solely for Single-Family Residential Purposes, as hereinafter defined. Any subdivision or resubdivision of the Property or any Lots thereof must be approved in writing by Grantor. As used herein, the term "Single-Family Residential Purposes" shall mean only one (1) detached dwelling unit for single-family residential use and occupancy on each Lot (a "Dwelling") into which the Property may be subdivided as provided above and any additional structures to the extent approved by Grantor as provided in Paragraph 6(c) below.

[The Purchase Price Recited above was paid by the mortgage
loan closed simultaneously herewith].

(b) Only two (2) curb cuts or drives will be allowed from Hugh Daniel Drive, a public roadway which abuts the Property, into the Property. Individual Lots shall not have driveways which directly access Hugh Daniel Drive.

(c) The plans and specifications for all dwelling units, buildings, structures and other improvements to be made to the Property must be approved in writing by Grantor. Such plans shall include, without limitation, landscaping plans along that portion of each Lot which abuts Hugh Daniel Drive. Construction of improvements on the Property shall not be commenced until Grantor has approved such plans and specifications.

(d) All utilities which shall serve the Property and any Lots thereof shall be constructed and located underground.

(e) Each Lot within the Property shall be obligated to pay to the Greystone Residential Association, Inc., an Alabama nonprofit corporation ("GRA"), an amount each year (the "Annual Assessment") equal to the amount payable by each lot within the Glen at Greystone subdivision situated directly adjacent to the Property (which subdivision was formerly known as Greystone Close) as the "Annual Maintenance Expense", as defined in the Greystone Close Development Reciprocal Easement Agreement dated June 6, 1991 and recorded in Real Book 346, Page 848 in the Shelby County, Alabama Probate Office, as the same has been amended from time to time. In the event any Owner fails to pay to GRA the Annual Assessment, GRA shall have the right to exercise any and all legal rights and remedies available to GRA to enforce the payment of the aforesaid Annual Assessment with respect to each Lot. All costs and expenses, including reasonable attorneys' fees, paid or incurred by GRA in enforcing the terms and provisions of this Paragraph 6(e) shall be paid by the defaulting Owner.

7. Any Dwelling built on each Lot within the Property shall contain not less than 2,400 square feet of Living Space, as herein defined, for a single-story house; or 3,000 square feet of Living Space for multi-story home.

8. Each Lot within the Property shall be subject to the following minimum setbacks:

(a) Front Setback: Any Lots which abut Hugh Daniel Drive shall have a minimum front setback of 75 feet; all other Lots shall have a minimum front setback of 35 feet;

(b) Rear Setback: 35 feet; and

(c) Side Setbacks: 10 feet.

The foregoing setbacks shall be measured from the property lines of each Lot.

9. 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:

(i) 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; and

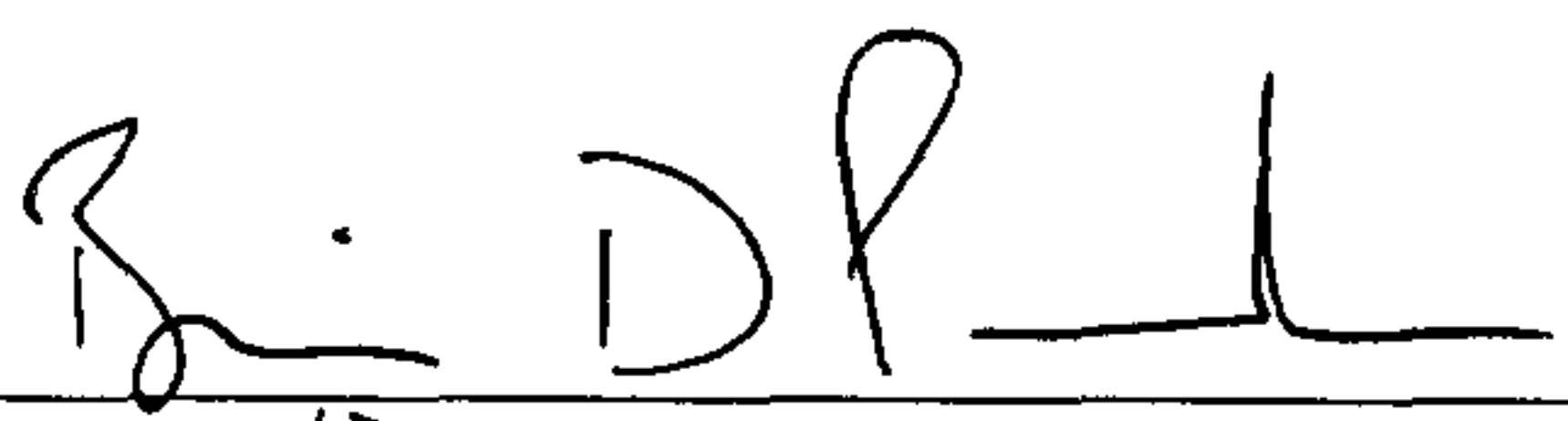
(ii) Grantee acknowledges that Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Property or any portion thereof, the suitability or fitness of the Property for any intended or specific use, any matters which would be disclosed by a current and accurate survey of the Property or whether any underground storage tanks or any hazardous or toxic waste, substances or materials (including, but not limited to, asbestos, radon gas, 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. Grantee has assumed full responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property and the Property is sold subject to (and Grantee does hereby irrevocably and unconditionally waive, release and forever discharge Grantor, its agents, employees, officers, directors, shareholders, affiliates, subsidiaries and mortgagees and their respective successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, suits, obligations, damages, costs, expenses, losses and liabilities of every kind and nature, known or unknown, arising out of or a result of) any past, present or future soil, surface and subsurface conditions (including, without limitation, sinkholes, underground mines, tunnels, water channels and limestone formations and deposits), under or upon the Property or any other real property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor or any affiliates or subsidiaries of Grantor.

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

IN WITNESS WHEREOF, DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an
Alabama limited partnership

By: Daniel Realty Investment Corporation – Oak Mountain,
an Alabama corporation, Its General Partner

By: 
Its: VP

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that BRIAN D. PARKER whose name as VICE PRESIDENT of Daniel Realty Investment Corporation - Oak Mountain, an Alabama corporation, as General Partner of Daniel Oak Mountain Limited Partnership, an Alabama limited partnership, 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 on the day the same bears date for and as the act of such corporation in its capacity as general partner .

Given under my hand and official seal, this the 13TH day of October, 2004.

Chris Tortorelli
Notary Public
My Commission Expires: March 3, 2008

EXHIBIT A

Legal Description of Property

A parcel of land located in the Southwest $\frac{1}{4}$ of Section 33, Township 18 South, Range 1 West, in Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Southwest $\frac{1}{4}$ of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama; thence east along the south line of said quarter section a distance of 745.00 feet to the Point of Beginning; thence 69 deg. 32 min. 04 sec. left, in a northeasterly direction and along the western boundary line a distance of 159.19 feet to an Iron Pin Found; thence continue along the last described course for a distance of 692.54 feet to a point on the southerly right of way of Hugh Daniel Drive and the point of curvature (PC) of a curve to the left, said curve having a radius of 1000.40 feet and a central angle of 29 deg. 22 min. 23 sec.; thence 56 deg. 48 min. 10 sec. right (angle measured to tangent), in a northeasterly direction along the arc of said curve on said right of way, a distance of 512.86 feet to the point of tangency (PT) of said curve; thence continue tangent to said curve in a northeasterly direction, along said right of way a distance of 49.58 feet to the point of PC of a curve to the right, said curve having a radius of 460.00 feet and a central angle of 8 deg. 28 min. 00 sec.; thence in a northeasterly direction along the arc of said curve on said right of way a distance of 67.97 feet to the PT of said curve; thence continue tangent to said curve in a northeasterly direction along said right of way a distance of 190.65 feet to the PC of a curve to the left, said curve having a radius 1632.50 feet and a central angle of 7 deg. 47 min. 45 sec.; thence in a northeasterly direction along the arc of said curve on said right of way a distance of 222.12 feet to the PT of said curve; thence continue tangent to said curve in a northeasterly direction along said right of way a distance of 138.87 feet to the PC of a curve to the right, said curve having a radius of 250.49 feet and a central angle of 29 deg. 57 min. 09 sec.; thence in a northeasterly direction along the arc of said curve on said right of way a distance of 130.95 feet to the Point of Reverse Curve of said curve and the PC of a curve to the left, said curve having a radius of 520.91 feet and a central angle of 22 deg. 21 min. 34 sec.; thence in a northeasterly direction along the arc of said curve on said right of way a distance of 203.28 feet to end of said curve; thence leaving said right of way, 154 deg. 13 min. 59 sec. right (angle measured from tangent) in a southwesterly direction and along the eastern boundary line a distance of 1825.60 feet; thence 59 deg. 36 min. 29 sec. right in a westerly direction and along the southern boundary line a distance of 591.68 feet to an Iron Pin Found; thence continue along said the last described course a distance of 64.35 feet to the Point of Beginning; being situated in Shelby County, Alabama.