

This Instrument was prepared by:

**R. Shan Paden**  
**PADEN & PADEN**  
Attorneys at Law  
Five Riverchase Ridge, Suite 100  
Birmingham, Alabama 35244-2893

Send Tax Notice to:

**HAMPTON HOMES, INC.**  
104 KING CHARLES LANE  
ALABASTER, AL 35007

Inst # 1999-33181

**STATE OF ALABAMA)**  
**SHELBY COUNTY)**

08/09/1999-22181  
09:45 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
08 08 14:30

### **WARRANTY DEED**

**Know All Men by These Presents:** That in consideration of THIRTY SIX THOUSAND NINE HUNDRED AND NO/100 (\$36,900.00) DOLLARS to the undersigned GRANTOR,

### **SILVER LEAF, L.L.C.**

(herein referred to as **GRANTOR**) in hand paid by the grantee herein, the receipt of which is hereby acknowledged the said **GRANTOR** does by these presents, grant bargain, sell and convey unto

### **HAMPTON HOMES, INC.**

(herein referred to as **GRANTEE**, whether one or more), the following described real estate, situated in Shelby County, Alabama to wit:

LOT 62, ACCORDING TO THE SURVEY OF SILVERLEAF, PHASE 3, AS RECORDED IN MAP BOOK 25 PAGE 40 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

### **SUBJECT TO:**

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 1998 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 1999.
2. BUILDING SETBACK LINE OF 35 FEET RESERVED FROM SILVERLEAF DRIVE AS SHOWN BY PLAT.
3. EASEMENTS AS SHOWN BY RECORDED PLAT, INCLUDING A 5 FOOT EASEMENT WITHIN THE BUILDING SETBACK LINE.
4. RESTRICTIONS, COVENANTS AND CONDITIONS AS SET OUT IN INSTRUMENT (S) RECORDED IN INST. #1998-20102 IN PROBATE OFFICE.
5. RESTRICTIONS, LIMITATIONS AND CONDITIONS AS SET OUT IN MAP BOOK 25 PAGE 40.

6. ANY LOSS, COST, EXPENSE, AND ATTORNEY'S FEES BASED ON OR ARISING BECAUSE OF, ANY BOUNDARY LINE DISPUTE, LOSS OF LAND, OR OTHER ADVERSE CLAIM OCCASIONED BY THE LOCATION OF THE FENCE AS SHOWN BY THE RECORDED PLAT.

Grantee's Address: 104 King Charles Lane  
Alabaster, Alabama 35007

**TO HAVE AND TO HOLD**, To the said **GRANTEE**, his, her or their heirs and assigns forever.

And said **GRANTOR** does for itself, its successors and assigns, covenant with said **GRANTEE**, his, her or their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to be said **GRANTEE**, his, her or their heirs, executors and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, the said **GRANTOR** by its **MEMBERS** who are authorized to execute this conveyance, hereto set its signatures and seals, this the 28<sup>th</sup> day of JUNE, 1999.

SILVER LEAF, L.L.C.

BY: [Signature]

Its: **MEMBER**

SILVER LEAF, L.L.C.

BY: [Signature]

Its: **MEMBER**

SILVER LEAF, L.L.C.

BY: [Signature]

FOR UNITED HOMEBUILDERS

Its: **MEMBER**

**STATE OF ALABAMA)**

**SHELBY COUNTY)**

#### ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that JOHN CRAWFORD, J. DAN TAYLOR AND LEONARD COGGINS for UNITED HOMEBUILDERS, whose names as MEMBERS are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they, as such members and with full authority, executed the same voluntarily.

Given under my hand this the 28<sup>th</sup> day of JUNE, 1999.

[Signature]

**Notary Public**

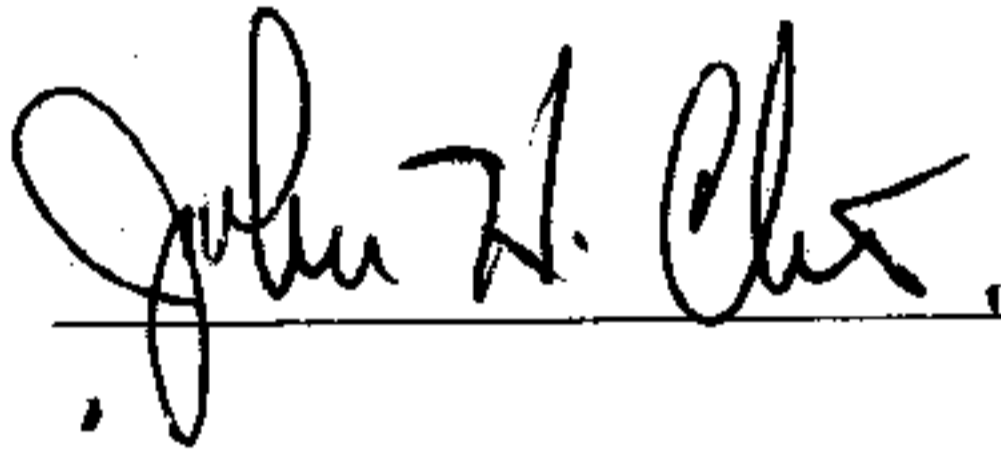
My Commission Expires: 01/16/00

**EXHIBIT "A"**

**COVENANT FOR STORM WATER RUN-OFF CONTROL**

Grantee does, for itself, its successors and or assigns, herewith covenant and agree to take all measures necessary to prevent sediment and other pollutants in water used in the construction process or storm water run-off from disturbed areas from leaving the boundaries of the lot herein conveyed. Grantee further covenants to exercise Best Management Practices (BMPs) for control of pollutants in storm water run-off and to comply with all city, county and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act and the Alabama Environmental Management Act. Should Grantee fail to comply with this covenant, Grantor does reserve an easement over and across the property herein conveyed for itself, its agents, sub-contractors or assigns in order to install, erect or maintain the appropriate measures to meet or exceed Best Management Practices for the control of pollutants or situation in storm water run-off. Grantor further reserves the right and authority to impose a lien on the property herein conveyed for the collection of cost incurred in the installation, erection or maintenance of such measures provided Grantee does not reimburse Grantor for such cost within 10 days after receipt of written demand. The foregoing shall be and is a covenant running with the land to the benefit of Grantor, its successors and or assigns.

Grantee does hereby acknowledge and agree to the matters stated herein:

  
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003 CRH 14.50**