

This instrument was prepared by:  
Clayton T. Sweeney  
Attorney At Law  
2700 Highway 280 East, Suite 160  
Birmingham, Alabama 35223

Send Tax Notice to:  
John Kirby McFarland and  
Kathy Perkins McFarland  
~~702 Highland Lakes Blvd~~ **217 Highland**  
Birmingham, AL 35242 **View Drive**

STATE OF ALABAMA )  
COUNTY OF SHELBY )

20230922000284350 1/5 \$35.00  
Shelby Cnty Judge of Probate, AL  
09/22/2023 11:15:15 AM FILED/CERT

CORRECTIVE  
STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of **One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)** to the undersigned grantor, **Highland Lakes Development, LLLP, an Alabama limited liability limited partnership formerly known as Highland Lakes Development, Ltd.**, an Alabama limited partnership, (herein referred to as "Grantor"), pursuant to an Amended and Restated Certificate of Formation recorded on October 5, 2017 in Instrument No. 2017103845, in the Probate Office of Jefferson County, Alabama, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **Highland Lakes Development LLLP**, an Alabama limited liability limited partnership, does by these presents, grant, bargain, sell and convey unto **John Kirby McFarland and Kathy Perkins McFarland**, (hereinafter referred to as "Grantee", whether one or more), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

**Lots 429 and 430, according to a Resubdivision of Lot 428, Highland Lakes, 4th Sector, Phase I, an Eddleman Community, as recorded in Map Book 22, Pages 61, in the Probate Office of Shelby County, Alabama.**

**Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and Amend in Instrument #1996-17543, in the Probate Office of Shelby County, Alabama; and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 4th Sector, recorded in Instrument #1995-01906, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").**

Mineral and mining rights excepted.

This deed is being re-recorded to correct the mailing address in the Send Tax Notice To section to read 217 Highland View Drive, Birmingham, AL 35242.  
The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2023, and all subsequent years thereafter, including any "roll-back taxes."
- (2) Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, which provides, among other things, for an Association to be formed to assess and maintain the private roadways, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded as Instrument #1994-07111, amended in Instrument #1996-17543 and further amended in Inst. #1999-31095, in said Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded as Instrument 9402/3947, in the Office of the Judge of Probate of Jefferson County, Alabama.
- (3) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Fourth Sector, as recorded as Instrument #1995-1906, in said Probate Office.
- (4) Subdivision restrictions, limitations and conditions as set out in Map Book 19, Page 79, and Map Book 22, Page 61 in said Probate Office.
- (5) Lake easement agreement executed by Highland Lakes Properties, Ltd. and Highland Lakes



Development, Ltd. providing for easements, use by others and maintenance of lake property described within Instrument No. 1993-15705.

- (6) Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd., to Highland Lakes Properties, Ltd., recorded as Instrument #1993-15704, in said Probate Office.
- (7) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out as Book 28, Page 237, in said Probate Office.
- (8) Public utility easements as shown by recorded plat, including any tree bufferline as shown on recorded plat.
- (9) Subject to the provision of Sections 2.3 and 2.6 of the Declaration, the property shall be subject to the following minimum setbacks:
  - (a) Front setback: As per plot plan which must be approved by the ARC;
  - (b) Rear setback: As per plot plan which must be approved by the ARC
  - (c) Side setback: As per plot plan which must be approved by the ARC
- (10) Right(s) of Way(s) granted to Alabama Power Company by instrument(s) recorded in Book 111, Page 408, Book 109, Page 70; Book 149, Page 380; Book 173, Page 364, Book 276, Page 670, Book 134, Page 408, Book 133, Page 212, Book 133, Page 210, and Real Volume 31, Page 355 in said Probate Office.
- (11) Right(s) of Way(s) granted to Birmingham Water and Sewer Board as set forth in Instrument #20041105000609960 and Instrument #20041105000609950 in said Probate Office.
- (12) Shelby Cable Agreement as recorded in Instrument #1997-19422.
- (13) Declaration of Easement as recorded in Instrument # 1995-18135, in the Probate Office of Shelby County, Alabama.
- (14) Mineral and mining rights and rights incident thereto, Restrictions, Release of Damages, Conditions and Covenant for Storm Water Run-off Control recorded in Instrument 20050909000468210, in the Probate Office of Shelby County, Alabama.
- (15) Right(s) of Way(s) granted to Shelby County, Alabama, by instrument(s) recorded in Book 196, page 246 in said Probate Office.
- (16) Agreement with Alabama Power Company as to covenants pertaining thereto, recorded as Instrument #1994-1186, in said Probate Office.

Grantee agrees to observe and perform all obligations imposed upon said Grantees pursuant to the Declarations, including but not limited to the obligation to pay assessments levied on the property herein conveyed in accordance with the Declarations.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor, Eddleman Properties, Inc., Eddleman Realty, LLC, Eddleman Residential Services, LLC (now known as Eddleman Residential, LLC, Highland Lakes Development, Ltd. , and Highland Lakes Community, Inc. (collectively referred to as the Highland Lakes entities) their successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. The Grantee(s) agree(s) that he (she) (they) is (are) acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title. Further, the Grantee, its successors and assigns hereby acknowledges that the



Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor and the Highland Lakes entities shall mean and refer to (i) the partners, agents and employees of Grantor and the Highland Lakes entities; (ii) the officers, directors, employees and agents of general partners of Highland Lakes Development, Ltd.; and (iii) any successors or assigns of Grantor and the Highland Lakes entities (as defined herein). This covenant and agreement shall run with the land conveyed hereby as against Grantees, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantees.

**TO HAVE AND TO HOLD** unto the said Grantees, as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

14<sup>th</sup> **IN WITNESS WHEREOF**, the said Grantor has hereunto set its hand by its duly authorized officer this day of July, 2023.

GRANTOR:  
Highland Lakes Development, LLLP  
an Alabama limited liability limited partnership  
By: Highland Lakes Community, Inc.  
Its: General Partner

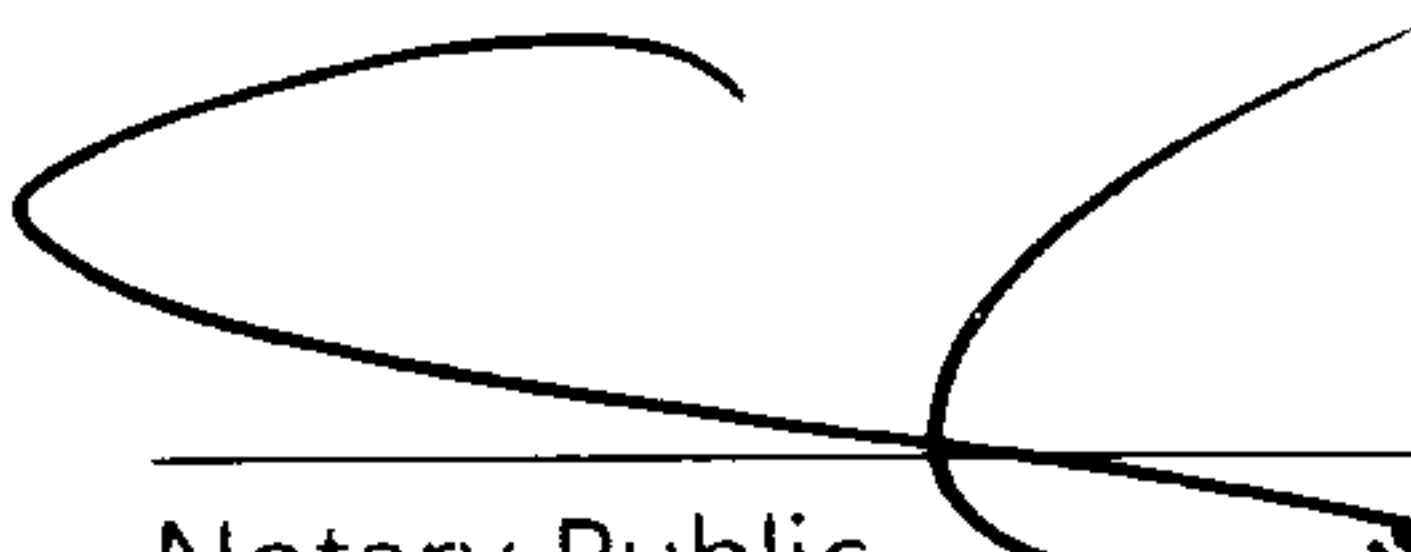

By:   
Douglas D. Eddleman  
Its: President

Highland Lakes – 4th Sector Phase 1  
Lots 429 and 430 – McFarland

**STATE OF ALABAMA )  
COUNTY OF JEFFERSON)**

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President of Highland Lakes Community, Inc., an Alabama corporation, in its capacity as General Partner of Highland Lakes Development, LLLP, an Alabama limited liability limited partnership, which is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such Officer, and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as general partner of said limited liability limited partnership.

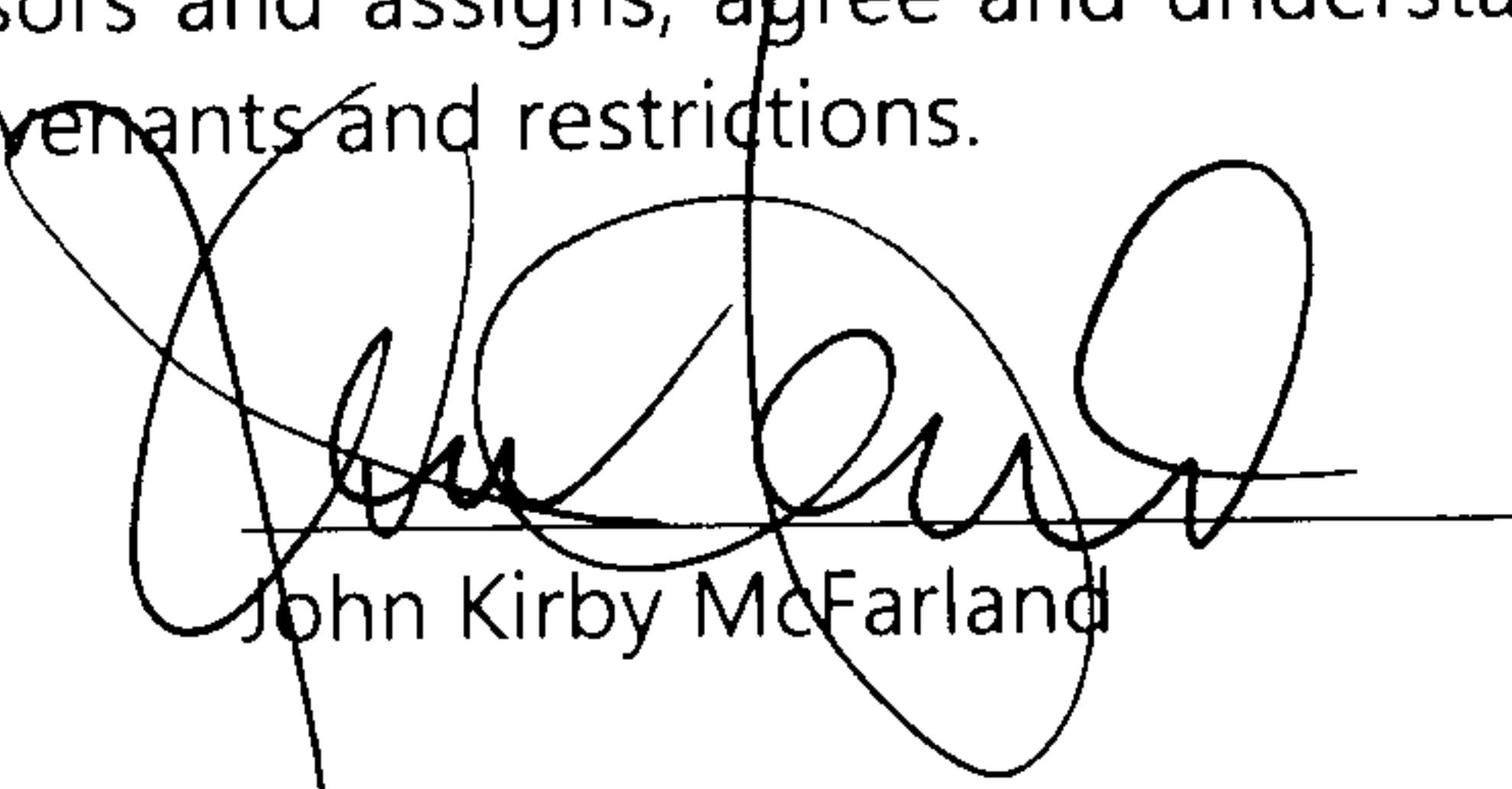
Given under my hand and official seal of office this the 14<sup>th</sup> day of July, 2023.


  
Notary Public  
My Commission Expires: 06/02/2027  


20230922000284350 4/5 \$35.00  
Shelby Cnty Judge of Probate, AL  
09/22/2023 11:15:15 AM FILED/CERT

20230717000211810 4/5 \$184.00  
Shelby Cnty Judge of Probate, AL  
07/17/2023 10:14:41 AM FILED/CERT

The Grantees executes this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, their heirs, successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.


  
John Kirby McFarland

  
Kathy Perkins McFarland

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John Kirby McFarland and Kathy Perkins McFarland, whose names 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, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14<sup>th</sup> day of July, 2023.

  
Notary Public  
My Commission Expires: 06-02-2027








20230717000211810 5/5 \$184.00  
Shelby Cnty Judge of Probate, AL  
07/17/2023 10:14:41 AM FILED/CERT

**Real Estate Sales Validation Form**

*This Document must be filed in accordance with Code of Alabama 1975, Sec. 40-22-1 (h).*

Grantor's Name	Highland Lakes Development, LLLP	Grantee's Name	John Kirby McFarland and Kathy Perkins McFarland
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	217 Highland View Drive Birmingham, AL 35242
Property Address	213 and 209 Highland View Drive Birmingham, AL 35242	Date of Sale	July 14, 2023
		Total Purchase Price	\$ 150,000.00
		or	
		Actual Value	\$ 
		or	
		Assessor's Market Value	\$ 20230922000284350 5/5 \$35.00 Shelby Cnty Judge of Probate, AL 09/22/2023 11:15:15 AM FILED/CERT

The purchase price or actual value claimed on this form can be verified in the following documentary evidence:  
(check one) (Recordation of documentary evidence is not required)

- |   |                                    |
|---|------------------------------------|
| <input type="checkbox"/> Bill of Sale                 | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract               | <input type="checkbox"/> Other     |
| <input checked="" type="checkbox"/> Closing Statement | <input type="checkbox"/> Deed      |

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

**Instructions**

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

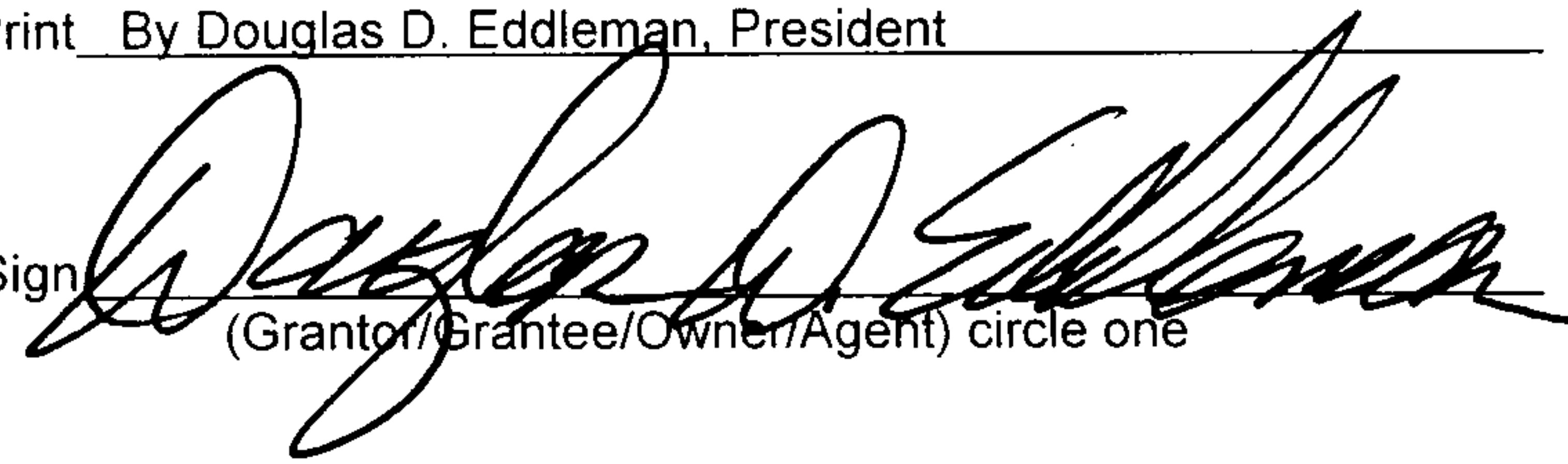
Property address - the physical address of the property being conveyed, if available. Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date _____	Highland Lakes Development, LLLP By: Highland Lakes Community, Inc. Its General Partner Print By Douglas D. Eddleman, President
_____ Unattested	_____ (verified by)
	Sign  (Grantor/Grantee/Owner/Agent) circle one