

This instrument was prepared by:  
Kelly Reid-Bailless  
5330 Stadium Trace Parkway  
Birmingham, Alabama 35244

Send Tax Notice To:  
D.R. Horton - Birmingham  
2090 Columbiana Rd.  
Birmingham, Al. 35216

Warranty Deed

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Twenty-One Thousand, Three Hundred (\$21,300.00) EACH, \_\_\_\_\_ DOLLARS,  
Total of One Hundred Seventy Thousand, Four Hundred (\$ 170,400.00), to the undersigned grantor,

SUMMER BROOK PARTNERSHIP, AN ALABAMA GENERAL PARTNERSHIP

(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

D.R. HORTON, INC. - BIRMINGHAM

(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in

Jefferson County, Alabama to wit:

Lots 106A, 106B, 107, 108, 109, 109A, 111A, and 111B, according to the survey of Summer Brook, Sector 5, Phase 7, as recorded in Map Book 23, Page 49, in the Probate Office of Shelby County, Al.

The above lots are conveyed to all easements, restrictions, covenants and right of ways of Record and exhibit A attached and hereunto made part of this conveyance.

Grantee's Address: 2090 Columbiana Rd.  
Birmingham, Alabama 35216

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 MANAGING PARTNER, AWTREY BUILDING CORPORATION, who is authorized to execute this conveyance, by DONALD R. SLATTON, EXECUTIVE VICE PRESIDENT, hereto set its signature and seal, this the 10th day of December, 1997.

SUMMER BROOK PARTNERSHIP  
BY: AWTREY BUILDING CORPORATION, MANAGING PARTNER

BY: Donald R. Slatton  
DONALD R. SLATTON, EXECUTIVE VICE PRESIDENT

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned authority a Notary Public in and for said County, in said State, hereby certify that DONALD R. SLATTON, whose name as EXECUTIVE VICE PRESIDENT is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily

Given under my hand and official seal, this the 10th day of December, 1997.

Cheryl R. Whitsett  
Notary Public

My Commission Expires: 1-26-99  
Form ALA-32(Rev.12-74)

Inst # 1998-04173

02/06/1998-04173  
02:29 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 181.50

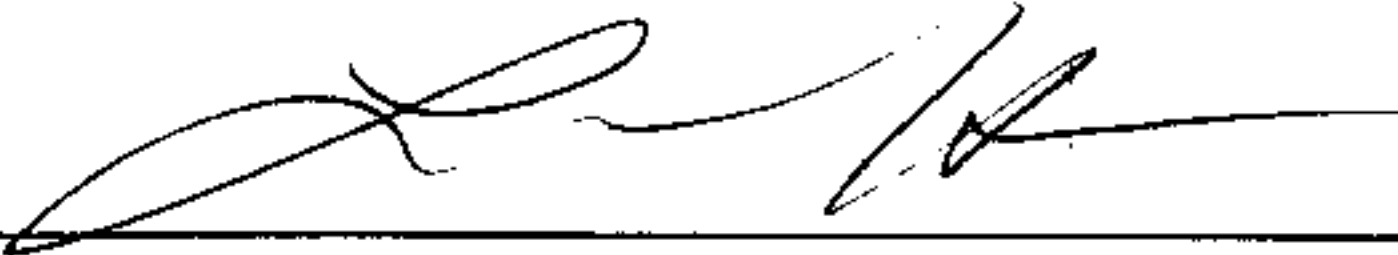
Inst # 1998-04173

**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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