

THIS INSTRUMENT PREPARED BY:

Wendy L. Cornett
Burr & Forman LLP
3100 SouthTrust Tower
Birmingham, Alabama 35203

SEND TAX NOTICE TO:

D. R. Horton, Inc.-Birmingham
2090 Columbiana Road
Suite 4000
Birmingham, Alabama 35216

STATE OF ALABAMA)
SHELBY COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of Nine Hundred Twenty-Five Thousand Dollars (\$925,000.00) and other good and valuable consideration to the undersigned grantor in hand paid by the grantee herein, the receipt and sufficiency of which are hereby acknowledged, **EDDLEMAN PROPERTIES, INC.**, an Alabama corporation ("GRANTOR") does by these presents, grant, bargain, sell and convey unto **D. R. HORTON INC.-BIRMINGHAM**, a Delaware corporation ("GRANTEE"), the following described real estate (the "Property") situated in Shelby County, Alabama, to-wit:

Lot 3 A, according to the Survey of Brook Highland Commercial Resurvey No. 1, as recorded in Map Book 23, page 89, in the Probate Office of Shelby County, Alabama.

The Property conveyed is subject to the title encumbrances described in Exhibit A attached hereto and incorporated herein by reference. The Property is further subject to that certain Declaration of Protective Covenants for Village at Brook Highland, a Residential Subdivision, recorded in the Office of the Judge of Probate of Shelby County, Alabama simultaneously herewith (the "Declaration").

Pursuant to that certain section 1.03 of the Declaration, GRANTOR does hereby designate GRANTEE as the Declarant with respect to the Property for all purposes under the Declaration except that GRANTOR hereby reserves those certain powers of Declarant set forth in Section 11.01 of the Declaration. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Declaration.

This conveyance is made with the express reservation and condition that the GRANTEE, for itself and on behalf of its heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby releases and forever discharges GRANTOR, its 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. GRANTEE acknowledges that it has made its own independent inspections and investigations of the hereinabove described land and is purchasing the Property in reliance upon such inspections and investigations thereof. For purposes of this paragraph, GRANTOR shall mean and refer to (i) the partners, agents and employees of GRANTOR; (ii) the officers, directors and employees of GRANTOR; and (iii) any successors and assigns of GRANTOR.

TO HAVE AND TO HOLD, to the said GRANTEE, and its successors and assigns forever.

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SHELBY COUNTY JUDGE OF PROBATE
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Inst # 1998-10374

Carole Little

IN WITNESS WHEREOF, the said GRANTOR, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 12th day of March, 1998.

EDDLEMAN PROPERTIES, INC. an Alabama corporation

By Douglas D. Eddleman
Its: PRESIDENT

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, Wendy L. Love, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman whose name as President of Eddleman Properties, Inc., an Alabama corporation, 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, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this day of March 12, 1998.

Wendy L. Love
NOTARY PUBLIC

(SEAL)

My Commission Expires: 10/99

EXHIBIT A

(Title Exceptions)

1. General and special taxes or assessments for 1998 and subsequent years not yet due and payable.
2. Any prior reservation or conveyance, together with release of damages, of minerals and mining rights of every kind and character, including, but not limited to gas, oil, coal, iron ore, sand, gravel in, on and under subject property.
3. Building setback lines as shown by the recorded plat.
4. Easement to Alabama Power Company as shown by instrument recorded in Real 220 page 521 and Real 220 page 532 in Shelby County Probate Office.
5. Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987 and recorded in Real 125 page 249 in said Probate Office.
6. Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions recorded in Real 307 page 950 in said Probate Office.
7. Declaration of Protective Covenants for the "Watershed Property", which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded in Real 194 page 54 in said Probate Office.
8. Drainage Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates as set out in Real 125 page 238 dated April 14, 1987 in said Probate Office.
9. Easement for sanitary sewer lines and water lines in favor of the Water Works and Sewer Board of the City of Birmingham recorded in Real 194 page 1 in said Probate Office.
10. A Deed and Bill of Sale to the Water Works and Sewer Board of the City of Birmingham as shown by instrument recorded in Real 194 page 43 in said Probate Office.
11. Restrictive Agreement and Protective Covenants including restrictive use of property as set out in Instrument #1992-14567; Real 308 page 1; Instrument #1993-32511 and Real 220 page 339 in Probate Office.

12. Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Betty and Douglas Eddleman, as set out in instrument dated August 9, 1988 and recorded in Real 199 page 18 in said Probate Office.

13. Agreement concerning Electric Service to NCNB National Bank of North Carolina as Trustee and Brook Highland dated February 5, 1988 and recorded in Real 306 page 119 in said Probate Office.

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