

SEND TAX NOTICE TO:

(Name) Richard T. and Sabrina A. Baker

(Address) 7769 Vienna Avenue, Birmingham, AL 35205

Inst # 1999-35507

08/24/1999-35507
02:06 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
14.00
SWS 003

QUITCLAIM DEED

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten dollars and to clear title in hand paid to the undersigned Grantors (Bear Creek Ridge Limited Liability Company and James R. Gardner individually), the receipt whereof is hereby acknowledged, the undersigned hereby releases, quitclaims, grants, sells, and conveys to

Richard T. and Sabrina A. Baker

(herein referred to as Grantee), all our right, title, interest, and claim in or to the following described real estate, (Subject to the below conditions) situated in Shelby County, Alabama, to-wit:

All that part of Lot # 1A in which grantor has any interest (which was not included in the original Lot 1 Map Book 22 Page 44 of Bear Creek Ridge), according to the resurvey of Bear Creek Ridge (originally known as Lots 1, 2, 3, 4 and 5, Map Book 22 Page 44, and resurveyed as Lots 1A, 2A, 3A, 4A and 5A respectively), as recorded in Map Book 25, Page 75, in the Probate Office of Shelby County, Alabama.

The real estate described herein is sold "AS-IS".

Subject to the following:

- a.) The reservation and condition that the Grantee, for itself and on behalf of its 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 because of past or future subsidence, if any, of the land herein conveyed, and any and all damage or destruction of property and injury to or death of any person by reason of past or future mining and removal of minerals from the land herein conveyed and/or adjacent and nearby lands.
- b.) Protective Covenants recorded in Instrument #1997-06271 and the amended Protective Covenants recorded in Instrument 1999-21681. Both instruments shall be recorded and binding on the aforementioned Lot(s) and recorded in the Office of the Judge of Probate of Shelby County, Alabama.
- c.) Fire dues payable to Chelsea Fire District, if any.
- d.) Current ad valorem taxes for 1999 tax year (due and/or payable October 1, 1999), fire dues, easements, restrictions, protective covenants, and right-of-ways of record.
- e.) The aforementioned property is being purchased and/or sold "AS-IS" and is sold upon the condition that Grantee shall not place any improvement(s) upon said property, neither now nor in the future. All current setbacks shall remain in full force and effect from the current property lines, with the only exception being the front setback for the newly created Lot 1A which shall be seventy-five feet (75') from the right-of-way for Autumn View Drive. No trees, shrubs, nor any other vegetation (with regard to vegetation, this specifically, is to prevent the removal of any vegetation which may, in any way, cause erosion and/or increase erosion conditions) shall be removed from any portion of the aforementioned property without prior written approval from Grantor, its heirs, and/or assigns. In the event this property is disturbed in any way without prior written approval, then Grantee shall be liable for damages to Grantor, its heirs, and/or assigns in the maximum allowed amounts described in Section D-1 on Page 2 of the Protective Covenants of Bear Creek Ridge Original Sector relating to Natural Undisturbed Buffer-Zone Setback Line Areas. Grantor, its heirs, and/or assigns reserves the right, on any and/or all of the subject property, to landscape, fence, install additional utilities, or otherwise alter the property as Grantor, its heirs, and/or assigns deems, at its sole discretion, necessary to enhance Bear Creek Ridge subdivision. All rights reserved by Grantor described herein shall survive the closing and shall run with the land now and forever. Grantor, its heirs, and/or assigns (together or individually) hereby reserves the right to repurchase a portion of subject property, up to ten feet (10') wide, and paralleling Autumn View Drive, for a distance of the entire subject property (for, but not limited to, expanding the road right-of-way of Autumn View Drive) at any time, until December 31, 2050 at 5 P.M., should Grantor desire ownership or to transfer ownership to any other entity, for a total consideration of ten dollars (\$10.00).

Grantee hereby agrees that the Private Driveway/Access Easement maintenance and/or repair fee fund described in the Protective Covenants for Bear Creek Ridge Original Sector shall be expanded to include maintenance and repair of all items related to and described in the Protective Covenants for Sector II, including but not limited to streetlight(s), street sign(s), and/or all entrance related items. Furthermore, the one hundred dollars (\$100.00) per year fee (also known as Lot Owners Fee) for the Original Sector of Bear Creek Ridge (Lots 1, 2, 4 and 5 which shall now be described as Lots 1A, 2A, 4A, and 5A respectively), shall remain one hundred dollars (\$100.00) per year only until such time as: the Lot Owners in all Sectors of Bear Creek Ridge as recorded in the Office of the Judge of Probate, Shelby County, Alabama (at the time of vote) choose to change the fee for the Lot Owners within Bear Creek Ridge; as title and/or as ownership of each of the Lots 1A, 2A, 4A, and 5A changes in any way; or maintenance of all items covered under the maintenance fee are taken over by City, County, or State officials. In the event Grantee in any way transfer(s) ownership (or title) to any other party or entity, then the one hundred dollars (\$100.00) per year fee currently in effect for the Original Sector Lot(s) 1A, 2A, 4A, and 5A of Bear Creek Ridge shall change to the same amount and payment structure as in effect for Bear Creek Ridge Sector II. In the event sixty-five percent (65%) of the Lot Owners (as described in each Sectors' Protective Covenants and/or amendments thereto) in all Sectors of Bear Creek Ridge vote to increase the Lot Owners Fee, then Lots 1A, 2A, 4A, and 5A of the Original Sector shall increase on an incremental basis (example: Bear Creek Ridge Sector II Owners increase the Lot Owners Fee by \$25, then Bear Creek Ridge Original Sector fee shall also increase by \$25). Should only a portion of the maintenance items be taken over, then the Lot Owners in all Sectors of Bear Creek Ridge must vote for changing the fee, in order for the fee to be in any way altered. To modify, change or otherwise alter fee shall require a vote of at least sixty-five percent (65%) of the Lot Owners of all sectors of Bear Creek Ridge, as described in each Sectors' Protective Covenants (and any amendments thereto). The one hundred dollars (\$100.00) fee stated above may only be reduced with the approval vote of at least sixty-five percent (65%) of all Sectors of Bear Creek Ridge that exist at the time of voting (as recorded in the Office of Judge of Probate, Shelby County, Alabama). Furthermore, in the event this property is repurchased Grantee, its heirs, and/or assigns hereby agree to fully cooperate with Grantor(s) with regard to all paperwork, plat maps, etc. requiring Grantee's signature(s) necessary to comply with any state, county, city, or other government entity with regard to Grantor(s), its heirs, or its assigns changing the subdivision layout, plat map(s), road

layout, or lot lines, or to privatize the road, etc.

(f) Grantee, its heirs, and/or assigns may not alter any of the property conveyed in this deed without Grantor's written approval prior to beginning any work. Written approval must also be obtained from Grantor prior to making any other types of improvements to said property including, but not limited to, any plantings (trees, shrubs, flowers, vines, etc.), excavation or any type of dirt moving or modification related activities whatsoever. Any and all written approval(s) from the Grantor shall require Grantee to maintain any such items unless otherwise stated in writing from Grantor. In the event Grantee makes any improvements, modifications, or any other changes to the property without the prior consent of the Grantor, then Grantor, its heirs, or assigns reserves the right to return said property to its previous condition at Grantee's expense.

LESS AND EXCEPT ALL MINERAL AND MINING RIGHTS

Furthermore, as further consideration for receiving this quitclaim deed, Richard T. Baker, Sabrina A. Baker, their heirs, and assigns, agree with, including but not limited to, all property lines, easements, and right-of-ways as indicated on plat maps for Bear Creek Ridge resurvey of the Original Sector (Map Book 25 Page 75) and Sector II (Map Book 25 Page 80) as recorded in the Office of Probate, Shelby County, AL and those Protective Covenants recorded in Instrument #1997-08271 shall not be binding on any of the property now lying outside of Lots 1A, 2A, 4A, and 5A as shown in the aforementioned Map Book 25 Page 75. This Property does not constitute the Homestead of the Grantor or his spouse.

TO HAVE AND TO HOLD, To the said GRANTEE forever.

By signing below undersigned Grantee hereby agrees to fully comply with all of the above mentioned restrictions and/or clauses stated herein. These restrictions and covenants shall be binding on Grantee, their heirs, assigns, etc. and shall run with the land.

Given under our hand and seal, this 20th day of August, 1999.

Witnesses:

Richard T. Baker (SEAL)
Richard T. Baker

Given under my hand and seal, this 20th day of August, 1999.

Witnesses:

Sabrina A. Baker (SEAL)
Sabrina A. Baker

Given under our hand and seal, this 20th day of August, 1999.

Witnesses:

James R. Gardner (SEAL)
James R. Gardner as Managing Member of Bear Creek Ridge LLC

Given under my hand and seal, this 20th day of August, 1999.

Witnesses:

James R. Gardner (SEAL)
James R. Gardner, individually

STATE OF ALABAMA

Jefferson COUNTY

General Acknowledgment

I, Brooke Wingo, a Notary Public in and for said County, in said State, hereby certify that Richard T. Baker whose name 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 has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of August, A. D., 1999.

Brooke Wingo
Notary Public

My Commission Expires June 22, 2002

STATE OF ALABAMA

COUNTY

General Acknowledgment

I, Brooke Wingo, a Notary Public in and for said County, in said State, hereby certify that Sabrina A. Baker whose name 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 has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of August A. D., 1999.

Brooke Wingo
Notary Public

My Commission Expires June 22, 2002

STATE OF ALABAMA

COUNTY

General Acknowledgment

I, Brooke Wingo, a Notary Public in and for said County, in said State, hereby certify that James R. Gardner, individually and as said managing member of Bear Creek Ridge L.L.C. whose name 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 managing member of said Bear Creek Ridge L.L.C. has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of August A. D., 1999.

Brooke Wingo
Notary Public

My Commission Expires June 22, 2002

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