

THIS INSTRUMENT PREPARED BY:  
Clayton L. Sweeney, Attorney at Law  
2700 Highway 280 East, Suite 2900  
Birmingham, AL 35223

SEND TAX NOTICE TO:  
WYNLAKE CONSTRUCTION COMPANY, INC.  
P.O. Box 380863  
Birmingham, AL 35230

## STATUTORY WARRANTY DEED

STATE OF ALABAMA }  
COUNTY OF SHELBY }

**KNOW ALL MEN BY THESE PRESENTS**, This warranty deed is executed and delivered on the 22 day of February, 2000, by **LAKE HEATHER DEVELOPMENT COMPANY, INC.**, an Alabama corporation (hereinafter called "Grantor"), in favor of **WYNLAKE CONSTRUCTION COMPANY, INC.**, (hereinafter called "Grantee"), in Shelby County, Alabama.

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the sum of **ONE HUNDRED TWENTY FIVE THOUSAND and No/100 Dollars (\$125,000.00)**, in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, grant, bargain, sell and convey unto Grantee, the following described real property (the "Property"), situated in Shelby County, Alabama:

Lot 16, according to the Survey of Lake Heather Estates, Givianpour Addition to Inverness, as recorded in Map Book 16, Page 121 A, B & C, in the Probate Office of Shelby County, Alabama.

Together with a non-exclusive easement to use the private roadways, access easements and other easements, all more particularly described in the Declaration of Protective for Lake Heather Estates, as recorded in Instrument 1992-18226, as amended by Instrument 1992-26078, in the Probate Office of Shelby County, Alabama.

### Subject to:

1. Ad valorem taxes due and library district assessments payable October 1, 2000, and all years thereafter;
2. Fire district dues as and when due and payable;
3. Restrictive Covenants as recorded in Instrument No. 1992-18226 and Instrument No. 1999-1346 in Probate Office.
4. Agreement between Lake Heather Development Co., Inc. and City of Hoover recorded in Instrument No. 1992-26077 in Probate Office.
5. Title to minerals underlying caption lands with mining rights and privileges belonging thereto, as recorded in Deed Book 5, page 555; Deed Book 4, page 442 and Deed Book 48, page 427, in Probate Office.
6. The rights of upstream and downstream riparian owners with respect to Heather Lake
7. Private Subdivision Agreement with the City of Hoover, recorded in Instrument 1992-26077, in Probate Office.
8. Single Family Residence Restrictions as shown by recorded Map.

Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.

Grantee does, for itself, its successors and or assigns, herewith covenant and agree to take all measures 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

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in storm water runoff and to comply with all city 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 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 siltation in storm water runoff. Grantor further reserves the right and authority to impose a lien on the Property for the collection of the 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.

**TO HAVE AND TO HOLD**, unto said Grantee, its successors and assigns forever.

**IN WITNESS WHEREOF**, the undersigned Grantor, **LAKE HEATHER DEVELOPMENT COMPANY, INC.**, has executed this instrument as of the day and year first above written.

**LAKE HEATHER DEVELOPMENT  
COMPANY, INC.**,  
an Alabama corporation

By:   
Concetta Givianpour  
Its Vice President

STATE OF ALABAMA }  
JEFFERSON COUNTY }

I, the undersigned authority, a Notary Public in and for said County in said State hereby certify that Concetta Givianpour, whose name as Vice President of **LAKE HEATHER DEVELOPMENT COMPANY, 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, 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 official seal this the 22<sup>nd</sup> day of February, 2000.

  
Notary Public

My Commission Expires: 6-5-2003

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