

This Instrument Prepared By:
James F. Burford, III
Attorney at Law
Suite 101, 1318 Alford Avenue
Birmingham, Alabama 35226

Send Tax Notice To:
ALFRED KEITH
208 BONITA DR.
B'ham AL.
35209

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVORS

STATE OF ALABAMA)
SHELBY COUNTY)

03/23/2001-10553
08:47 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 MB 195.00

KNOW ALL MEN BY THESE PRESENTS: That in consideration of One Hundred seventy-eight Thousand and No/100 Dollars (\$178,000.00), to the undersigned Grantor (whether one or more), in hand paid by Grantees herein, the receipt whereof is acknowledged, I, Randall H. Goggans a married man (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto Alfred W. Keith and Jane B. Keith (herein referred to as Grantees), for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County County, Alabama, to-wit:

Tract 4, High Ridge Lakes as recorded in Map Book 23, Page 65 A & B in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO: (1) Taxes due in the year 2001 and thereafter; (2) Easements, restrictions, Covenants, all matters relating to High Ridge Lakes Homeowner Association, Inc., and rights-of-way of record; (3) Mineral and Mining Rights not Owned by the Grantor; (4) Covenants attached hereto as Exhibit A which shall attach to and run with the land; (5) Rights of others to the use of High Ridge Lake.

Grantor represents and warrants that there are no assessments due any governmental authority or the High Ridge Lakes Homeowners, Inc.

The property conveyed herein is not the homestead of any of the Grantor or his spouse.

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And we do for ourselves and for our heirs, executors and administrators covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned, has hereunto set his hand and seal, this the 20th day of March, 2001.


Randall H. Goggans

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Randall H. Goggans, whose name 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 the foregoing instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 20TH day of March, 2001.


Notary Public

My Commission Expires: 3.1.02

EXHIBIT "A" TO DEED FROM GOGGANS TO KEITH

(page 1 of 2)

This conveyance is subject to the following revisions to the Declaration of Restrictive Covenants for High Ridge Lake (the Original Covenants) heretofore filed on December 5, 1997 in Instrument #1997-39702, Probate Office of Shelby County, Alabama. These revisions are being made by Randall H. Goggans as Successor Developer. The Mortgagee is John C. Hearn.

A. The following subparagraphs in Article III of the Original Covenants are hereby amended as follows:

1. To subparagraph (k) is added the following sentence; " Wood shingles are allowed on Structures".
2. Subparagraph (n) is hereby deleted in its entirety and the following inserted in its place: NEW ARTICLE III (n): When the construction of any building is once begun, work thereon must be prosecuted as diligently and continuously as is reasonably possible.

B. The following changes are hereby made to Article IV of the Original Covenants:

1. In sub-sub-sub paragraph (d) (2) (C) on the third line after the word "any" appears the number 6. The number 6 is hereby deleted.
2. In the sixth line from the end of subparagraph (f) appears "(or bona fide mortgage)". The foregoing is hereby changed to read "(or bona fide mortgagee)".
3. To the end of subparagraph (f) shall be added the following sentence: "A Lis Pendens shall be filed with the Probate Court of Shelby County in conjunction with any such suit."

C. The following change is hereby made to Article V of the Original Covenants:

1. Sub-sub-sub-sub-paragraph (a) (1) (A) (i) is hereby deleted in its entirety and in its place, the following is hereby inserted: NEW PARAGRAPH ARTICLE V, (a) (1) (A) (i): " A non-exclusive, perpetual easement, thirty feet in width, running with the land for vehicular and pedestrian ingress and egress and for utilities and drainage over, across, above and under (as necessary) that portion of the CREST ROAD which is not located on Tract 1 to Tracts 1,2,3,4 & 5 for the Owners thereof, their heirs, successors and assigns, however, the beneficial right to use such easement are appurtenant to Tracts 1,2,3,4 and 5 and may not be severed therefrom nor shall such easement benefit any real property other than Tracts 1,2,3,4 and 5. Such grant and that portion of the CREST ROAD located on Tract 1 are subject to any presently existing rights or privileges of others to use the CREST ROAD. The Successor Developer hereby specifically reserves unto himself and/or the Mortgagee, exclusive of the Association and any Tract Owner, the right to prosecute and defend (at the sole cost of the Successor Developer) that certain condemnation action presently pending in the Probate Court of Shelby County, Alabama styled Dan R. Travis et. al. versus Randall H. Goggans et. al. under case number 39-191 together with any monetary award resulting from such action. The Successor Developer also specifically reserves unto himself and/or the Mortgagee, exclusive of the Association and any Tract Owner the right to grant permanent easement(s) to others for the non-exclusive use of the CREST ROAD for ingress, egress, drainage and utilities and to receive, exclusive of the Association and any Tract Owner, any and all compensation resulting from any such grant(s).

2. Article V, paragraph (a) (1) (B) is hereby deleted in its entirety and in its place, the following is hereby inserted: NEW PARAGRAPH ARTICLE V, (a) (1) (B): "MAINTENANCE.

EXHIBIT 'A' (page 2 of 2)

After the Developer Maintenance Period (as herein after defined) has expired, that portion of the CREST ROAD east of the east line of Tract 1 and the gate thereon shall be equally maintained by the Owners of Tracts 1,2,3,4 & 5 through the Association.

D. The sentence "Roofs shall be architectural style asphalt shingle or cedar shake" is hereby deleted from ARTICLE VI,(c) (1).

E. The following changes are hereby made to ARTICLE VIII of the Original Covenants:

1. To the end of subparagraph (e) shall be added the following sentence " The responsibilities contained in this paragraph VIII (e) shall be borne by the Tract Owner whose construction has caused the damage set forth herein.

2. The word "Roads" appearing in subparagraph (j) is hereby deleted and in its place inserted the word "Roadways".

3. To the end of subparagraph (n) shall be added the following sentence: " At the time that the Successor Developer has sold all of the Tracts within the Property, he shall have no further rights with respect to the Property or the Association, or this Declaration.

4. Subparagraph (r) is hereby deleted in its entirety and is of no further force and effect.

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