

Send tax Notice to:
Eddleman Properties, Inc.
2700 Highway 280, Suite 425
Birmingham, Alabama 35223

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW BY ALL MEN BY THESE PRESENTS, that in consideration of Ten and NO/100 Dollars (\$10.00) to the undersigned grantor, HIGHLAND LAKES DEVELOPMENT, LTD., an Alabama limited partnership (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said HIGHLAND LAKES DEVELOPMENT, LTD., an Alabama limited partnership, does by these presents, grant, bargain, sell and convey unto EDDLEMAN PROPERTIES, INC. (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to wit:

Lot 2A, according to the Map of Highland Lakes, 1st Sector, 5th phase, an Eddleman Community, as recorded in Map Book 27, Page 107, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common area all as more particularly described in the Declaration of Easement and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument #1996-17543 and further amended in Instrument #1999-31095, in the Probate Office of Shelby County, Alabama (which together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Minerals and mining rights excepted.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2001, and all subsequent years thereafter, including any "roll-back taxes."
- (2) Public utility easements as shown by record plat, including any tree bufferline as shown on recorded plat.
- (3) Declaration of Easement and Master Protective Covenants for Highland Lakes, a Residential Subdivision, which provides, among other things, for an Association to be formed to assess and maintain the private roadways, etc. of the development; all of said covenants, restrictions, and conditions being set out in instrument recorded as Instrument #1994-07111, as amended in Inst. No. #1996-17543, Inst. #1999-31095, in said Probate Office, along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded as Instrument 9402/3947, in the Office of the Judge of Probate of Jefferson County, Alabama.

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- (4) Subdivision restrictions shown on recorded plat in Map Book 27, Page 107.
- (5) Title to all minerals within and underlying the premises, together with all mining rights and other right, privileges and immunities relating thereto, including rights set out as Instrument Book 28, Page 237, in Probate Office.
- (6) Subject to the provisions of Sections 2.3 and 2.6 of the Declaration, the property shall be subject to the following minimum setbacks:
 - (a) Front, rear and side setback: as per plot plan which must be approved by the ARC; or
 - (b) As per recorded map
- (7) Cable agreement as set out in Instrument #1997-33476.
- (8) Right(s) of Way(s) granted to Birmingham Water & Sewer Board as set out in Inst. #1997-4027; Inst. #1996-25667 and Inst. #2000-12490 in said Probate Office.
- (9) Lake Easement Agreement executed by Highland Lakes Properties, Ltd., and Highland Lakes Development, Ltd., providing for easements, use by others, and maintenance of Lake Property described within Instrument #1993-15705 in said Probate Office.
- (10) Easements or ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd., to Highland Lakes Properties, Ltd., recorded as Instrument #1993-15704 in said Probate Office.
- (11) All other right-of-ways, easements and limitations, if any, of record.
- (12) Release of damages as set out in Inst. #1999-40619 in said Probate Office.

Grantee agrees to observe and perform all obligations imposed upon said Grantees pursuant to the Declarations, including but not limited to the obligation to pay assessments levied on the property herein conveyed in accordance with the Declarations.

Grantee herein agrees to commence construction of a residence on the Property in accordance with Paragraph 10 of the Home Site Sales Contract (the "Residence") within six months from the date of closing. In the event that Purchaser is not able to satisfy this condition, Grantor or its assignees shall have the option to purchase the property at a purchase price equal to the "Total Sales Price" reflected hereinabove by delivery of written notice to the Grantee at any time prior to commencement of construction of the Residence. In the event, Grantor or its assignees shall exercise this option, the grantee shall sell, and the Grantor or its assignees shall purchase the Property at a closing to be held no later than (30)days after the exercise of this option. At the closing, Grantee or its assignees shall pay the Grantee purchase price in immediate available funds (unless otherwise agreed) and Grantee shall deliver a warranty deed for the Property to Grantor or its assignee conveying fee simple title to the Property free and clear of all liens, claims and encumbrances except for the Permitted Exceptions (herein defined). The purchase of the Property pursuant to this option shall be Grantor's sole and exclusive remedy for Grantee's failure to construct a Residence as herein required.

Grantee understands and agrees that the Grantor has obtained from the Alabama Department of Environmental Management (ADEM) a General Permit for stormwater runoff from construction, excavation, land clearing, other land disturbance activities and associated areas to comply with the terms and conditions of said General Permit in the design and construction of improvements on the Property which shall include, without limitations the preparation and implementation of a Best Management Practice Plan for structural and non-structural practices to prevent/ minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil, grease, chemicals, etc.) to State waters in stormwater run-off in accordance with the requirements of the General Permit.

Grantee shall indemnify and hold Grantor harmless for any loss or damage suffered by the Grantor as a result of Grantee's violation of or failure to comply with the terms, conditions and requirements of the General Permit. Further, if Purchaser shall be in violation of the General Permit, Grantor shall have the right after 10 days notice to take such corrective action as may reasonably be necessary to cure such a violation and Grantee shall indemnify and hold harmless for any costs reasonably incurred in taking any such corrective action.

This conveyance is made with the express reservation and condition that by this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge 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 persons 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 and other conditions (including without limitation, sinkholes, underground mines, and limestone foundations) under or on the Property, whether contiguous or non-contiguous. The Grantee(s) agree(s) that he (she) (they) is (are) acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title. Further, the Grantee, its successors and assigns hereby acknowledges that the grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easement, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with the all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor shall mean and refer to (I) the partners, agents and employees of Grantor; (II) the officers, directors, employees and agents of general partners of Grantor or partners thereof; (III) any successors or assigns of Grantor; and (IV) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, limited partnerships, corporations, or other entities holding under or through Grantee.

TO HAVE AND TO HOLD to the said Grantee, his heirs and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this _____ day of _____, 2001.

GRANTOR:

HIGHLAND LAKES DEVELOPMENT, LTD.

An Alabama Limited Partnership

By: Eddleman Properties, Inc.

Its General Partner

By:

Douglas D. Eddleman,

Its President

HIGHLAND LAKES – 1st Sector, 5th Phase
Lot 2A – Eddleman properties, Inc.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, 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, which is General Partner of Highland Lakes Development, Ltd., an Alabama Limited Partnership, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said Corporation acting in its capacity as general partner of said of said limited partnership.

Given under my hand and official seal of office this the 22 day of March, 2001.

Judith M. Jackson
NOTARY PUBLIC

My Commission expires: 4-25-2003

The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantee, his successors and assigns, agree and understand that the property conveyed herein is subject to the forgoing covenants and restrictions.

EDDLEMAN PROPERTIES, INC.

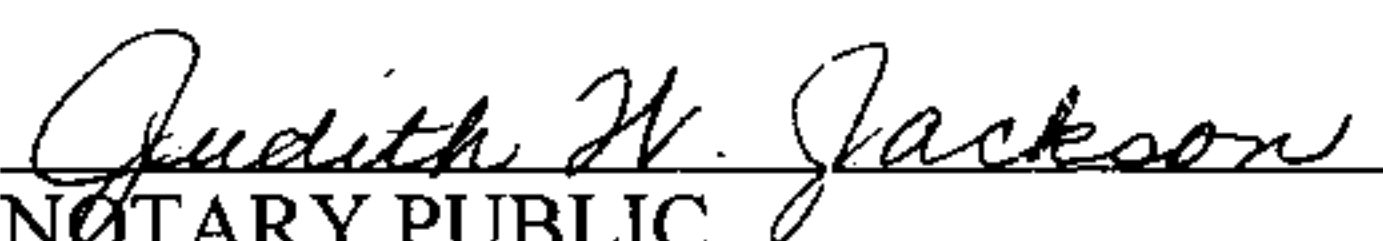
By: 

Douglas D. Eddleman
ITS President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, 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., a corporation, 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 an officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 22 day of March, 2001


NOTARY PUBLIC

My Commission expires: 4-25-2003

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