

#1,617,340,43

20040629000356870 Pg 1/4 1,637.50  
Shelby Cnty Judge of Probate, AL  
06/29/2004 11:07:00 FILED/CERTIFIED

This instrument prepared by Jack P. Stephenson, Jr.  
3100 SouthTrust Tower, 420 North 20th Street, Birmingham, Alabama 35203

STATE OF ALABAMA )  
SHELBY COUNTY )

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS,** That in consideration of the payment of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor, **EDDLEMAN PROPERTIES, INC.**, an Alabama corporation (the "Grantor"), does by these presents, grant, bargain, sell and convey unto the undersigned Grantee, **COURTSIDE DEVELOPMENT, INC.**, an Alabama corporation (the "Grantee"), the following described real estate, situated in Shelby County, Alabama, to-wit:

All Units (except the Excluded Units identified herein) in Courtside at Brook Highland, a condominium, as established by that certain Declaration of Condominium of Courtside at Brook Highland, a condominium, which is recorded as Instrument Number 20020521000241450 in the Probate Office of Shelby County, Alabama, as amended by the Amendment thereto recorded as Instrument Number 20020521000241460 in said Probate Office and as further amended by the Corrective Amendment recorded as Instrument Number 20020521000241470 in said Probate Office and as reflected in the Plan of Courtside at Brook Highland prepared by K. B. Weygand & Associates, P.C. which is attached as Exhibit C to the Declaration of Condominium recorded as Instrument Number 20020521000241450 and which is also separately recorded in Map Book 28, Page 103 in said Probate Office.

**Less and Except** the following Excluded Units: Units Numbered 8, 11, 12, 29, 47, 49, 50, 53, 54, 55, 63, 64, 65, 68, 71, 72, 73, 74 and 75 in Courtside at Brook Highland, a condominium.

This conveyance is subject to a mortgage given by Grantor to Compass Bank as security for certain indebtedness of Grantor. Grantor agrees to cause the subject property to be released from the mortgage and to indemnify and hold Grantee harmless from and against any liability suffered by Grantee with respect to such indebtedness.

Said conveyance is also made subject to:

1. Property taxes for the current year and thereafter.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

2. Easements, restrictions and reservations of record.
3. Declaration of agreements, covenants, restrictions, easements, and conditions as set forth in the Declaration of Condominium of Courtside at Brook Highland, a condominium, as recorded in Instrument Number 20020521000241450, in the Probate Office of Shelby County, Alabama, as amended by the Amendment thereto recorded as Instrument Number 20020521000241460 in said Probate Office and as further amended by the Corrective Amendment recorded as Instrument Number 20020521000241470 in said Probate Office (the "Courtside Declaration").
4. Rights of parties in land and all Common Elements as set forth in the Courtside Declaration.
5. By-Laws, rules, regulations, restrictions, covenants, and miscellaneous provisions of By-Laws of Courtside at Brook Highland Association, Inc. as recorded as Exhibit B to the Courtside Declaration in the Probate Office of Shelby County, Alabama (the "Courtside By-Laws").
6. Provisions and powers as set forth in the Articles of Incorporation of Courtside at Brook Highland Association, Inc. recorded in Instrument Number 2001-29968, in the Probate Office of Shelby County, Alabama (the "Courtside Articles").

Grantor hereby assigns and transfers to Grantee, and Grantee hereby accepts and assumes, all rights and obligations of Grantor in its capacity as the Developer and the owner of the subject Units under the Courtside Declaration and under the Courtside Articles and Courtside By-Laws. Grantor and Grantee have executed this Warranty Deed and caused it to be recorded in the Probate Office of Shelby County, Alabama, to evidence the transfer to Grantee of all of Grantor's special declarant rights (as defined in Section 35-8A-103(24) Code of Alabama 1975, as amended) under and with respect to the Courtside Declaration and the property subject thereto in accordance with Section 35-8A-304 Code of Alabama 1975, as amended.

This conveyance is made with the express reservation and condition that the Grantee, for itself and on behalf of its successors, assigns, contractor, 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 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 property 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 subject property, whether contiguous or non-contiguous. Grantee acknowledges that it has made its own independent inspections and investigations of the subject property and is purchasing the property in reliance thereof. For purposes of this paragraph, Grantor shall mean and refer to Eddleman Properties, Inc. and (i) the officers, directors and employees of Eddleman Properties, Inc., and (ii) any successors and assigns of Eddleman Properties, Inc.

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

**IN WITNESS WHEREOF**, the Grantor and Grantee have set their signatures and seals, this the 22<sup>nd</sup> day of June, 2004.

**EDDLEMAN PROPERTIES, INC.**

By: 

Its: PRESIDENT

**COURTSIDE DEVELOPMENT, INC.**

By: 

Its: PRESIDENT

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas D. Eddleman, as President of Eddleman Properties, Inc., whose name as duly authorized officer, 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 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 22<sup>nd</sup> day of June, 2004.

Donna D. Rainey  
Notary Public  
My Commission Expires: \_\_\_\_\_

Tax Notice To:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 1, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas D. Eddleman, as President of Courtside Development, Inc., whose name as duly authorized officer, 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 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 22<sup>nd</sup> day of June, 2004.

Donna D. Rainey  
Notary Public  
My Commission Expires: \_\_\_\_\_

Tax Notice To:

Courtside Development, Inc.  
2700 Hwy 280 East Suite 425  
Birmingham, AL 35223

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 1, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS