20050309000107630 1/3 $87.00
Shelby Cnty Judge of Probate,AL
03/09/2005 12:56:20PM FILED/CERT

THIS INSTRUMENT PREPARED BY:
Riley & Riley, P.C.
1950 Stonegate Drive, Suite 150
Birmingham, Alabama 35242

SEND TAX NOTICE TO:
Manuel R. Santana and Julie M. Santana
2079 Knollwood Place
Birmingham, AL 35242

Shelby County, AL 03/09/2005
State of Alabama
Real Estate Excise Tax
Deed Tax:$70.00

STATE OF ALABAMA
SHELBY COUNTY

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Three Hundred Forty-Eight Thousand Eight Hundred Thirty-Eight and 00/100 Dollars ($348,838.00) to **VINTAGE HOMES, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **MANUEL R. SANTANA and JULIE M. SANTANA** (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto Grantee, subject to the covenants, conditions and other matters set forth below, the real estate situated in Shelby County, Alabama, more particularly described as follows (the "Property"):

Lot 1116, according to the Map of Highland Lakes, 11th Sector, an Eddleman Community, as recorded in Map Book 27, Page 84 A, B, C and D, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO:

1. Taxes and assessments for the year 2005 subsequent years, not yet due and payable.

2. Covenants, Conditions and Restrictions (deleting therefrom, and restrictions indicating any preference, limitation, or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Instrument No. 1994-7111 and amended in Instrument No. 1996-17543; Instrument No. 1999-31095 and Instrument No. 1999-43196 along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded in Instrument No. 9402-3947, in the Office of the Judge of Probate of Jefferson County, in the Probate Office of Shelby County, Alabama.

3. 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 No. 1993-15705.

4. Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd. to Highland Lakes Properties, Ltd. recorded as Instrument No. 1993-15704 in Probate Office.

5. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Instrument No. 1998-7777; Instrument No. 1998-7778 and Deed Volume 81, Page 417, in the Probate Office of Shelby County, Alabama.

6. Restrictions, limitations and conditions as set out in Instrument No. 1999-31095 and Instrument No. 199-31096.

7. Right of way granted to the Birmingham Water & Sewer Board as set out in Instrument No. 1997-4027 and Instrument No. 1996-25667 in Probate Office.

8. Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Seventh Sector, as recorded in Instrument No. 2000-41316.

9. Building setback lines to be determined by the Architectural Review Committee, as created by the Restrictions, Covenants and Conditions as set out instruments recorded as Instrument No. 1996-17543, amended by Instrument No. 1999-31095 and Supplemental Covenants recorded in Instrument No. 1999-43196.

$279,070.40 of the above recited proceeds were paid by a mortgage loan closed simultaneously herewith.

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10. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities and limitations as applicable as set out in and as referenced in Instrument No. 2001-29804.

11. Public utility easements as shown by recorded plat, including any tree buffer line shown thereon.

12. Subject to the provision of Section 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.

13. Restrictions, limitations and conditions as set out in Map Book 27, Page 84.

14. Right of way granted to Shelby County as recorded in Book 196, Page 246.

15. Right of way granted to Alabama Power Company as recorded in Book 111, Page 408, Book 109, Page 70, Book 149, Page 380, Book 173, Page 364, Book 276, Page 670, Book 134, Page 408, Book 133, Page 212, Book 133, Page 210 & 212, Real Volume 31, page 355 and Instrument No. 1994-1186.

16. Right of way to The Water Works and Sewer Board of the City of Birmingham as set out in Instrument No. 2001-22920.

17. 10 foot easement on rear lot line as per plat.

18. Agreement with Shelby Cable as recorded in Instrument No. 1997-33476.

Together with the nonexclusive easement to use the private roadways, all as more particularly described in the Covenants.

TO HAVE AND TO HOLD unto Grantees, subject to the matters described above, for and during their joint lives as joint tenants 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.

By acceptance of this Deed, Grantee hereby covenants and agrees for itself and its heirs, successors, assigns, licensees, lessees, employees and agents that the Released Parties shall not be liable for, and no action shall be asserted against the any of the Released Parties for loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of past or future injuries to any owner, occupant or other person in or upon the Property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation, underground mines, sinkholes or other geological formations or conditions) under or on the Property or any other property now or hereafter owned by any of the Released Parties, whether contiguous or non-contiguous to the Property sold hereunder. For purposes of this paragraph, the term "Released Parties" shall mean and refer to (i) Vintage Homes, LLC; (ii) the agents, employees, contractors and subcontractors of Vintage Homes, LLC; (iii) any successors and assigns of Vintage Homes, LLC; (iv) the City of Vestavia Hills, Alabama, a municipal corporation, its officials, agents, employees and contractors, and any and all other political subdivisions, governmental entities, agencies, authorities, and/or bodies. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations or other entities holding under or through Grantee.

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IN WITNESS WHEREOF, Grantor, VINTAGE HOMES, LLC, has caused this conveyance to be executed by its duly authorized Representative as of the 7th day of March, 2005.

VINTAGE HOMES, LLC,
An Alabama limited liability company

By:_____
Vasil C. Valekis, as Attorney-in-Fact

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that VASIL C. VALEKIS, as Attorney-in-Fact for Vintage Homes, LLC, an Alabama limited liability company, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 7th day of March, 2005.

KRISTY L. RILEY
COMM. EXP.
NOTARY
PUBLIC
10-1-2005
ALABAMA STATE AT LARGE

Notary Public
My Commission expires: 10-1-05