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

SEND TAX NOTICE TO:
Richard H. Volavka and
Emily K. Volavka
1022 Westwick Circle
Birmingham, AL 35242

STATE OF ALABAMA
SHELBY COUNTY

20051129000615550 1/2 $195.00
Shelby Cnty Judge of Probate,AL
11/29/2005 10:24:11AM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Three Hundred Eighty-One Thousand and 00/100 Dollars ($381,000.00) to **VINTAGE HOMES, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **RICHARD H. VOLAVKA and EMILY K. VOLAVKA** (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 1211, according to the map or survey of Highland Lakes, 12th Sector, Phase I, an Eddleman Community, as recorded in Map Book 26, Page 137, 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 Easements and Master Protective Covenants for Highland Lakes, as Residential Subdivision, recorded as Instrument #1994-07111 and amended in Inst. No. 1996-17543 and Inst. #31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 12th Sector, Phase I, recorded as Instrument #2000-20771 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereafter collectively referred to as, the "Declaration")

Shelby County, AL 11/29/2005
State of Alabama

Deed Tax:$181.00

SUBJECT TO:

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

2. Public utility easements as shown by recorded plat, including any tree buffer lines as shown on recorded plat.

3. Declaration of Easements 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 Number 1994-07111, aforesaid records, along with Articles of Incorporation of Highland Lakes Residential Association, Inc., as recorded in Instrument Number 9402, Page 3947, aforesaid records.

4. Declaration of covenants, conditions and restrictions for Highland Lakes, a Residential Subdivision, Second Sector, as recorded in Instrument Number 2000-20771, aforesaid records.

5. Subdivision restrictions shown on recorded plat in Map Book 26, Page 137, provides for construction of single family residence only.

6. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Book 1998, Page 7776, and book 1998, Page 7777, and Book 1998, Page 7778, aforesaid records.

7. Right(s) of Way granted to Alabama Power Company by instrument 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 210 and Real Volume 31, Page 355, aforesaid records.

8. Rights of riparian owners in and to the use of Lake, if any.

9. Lake Easement Agreement executed by Highland Lake Properties, Ltd. and Highland Lake Development, Ltd., providing for easements, use by others, and maintenance of Lake property described within Instrument Number 1993-15705, aforesaid records.

10. Easement for ingress/egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd. to Highland Lakes Properties, Ltd., recorded as Instrument Number 1993-15704, aforesaid records.

$200,000 of the above recited purchase price was paid by a mortgage loan closed simultaneously herewith.

11. Nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Inst. No. 1996-17543 and Inst. #31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 12th Sector, Phase I, recorded as Instrument #2000-20771 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereafter collectively referred to as, the "Declaration")

12. Agreement with Shelby Cable, recorded in Book 1997, Page 33476, of the Official records of Shelby County, Alabama.

13. Restrictions and Covenants as recorded in Book Instrument #20040730000423610, of the Official records of Shelby County, Alabama, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

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.

IN WITNESS WHEREOF, Grantor, VINTAGE HOMES, LLC, has caused this conveyance to be executed by its duly authorized Representative as of the 2nd day of November, 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 2nd day of November, 2005.

_____
Notary Public
My Commission expires: 10-1-09

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