This instrument was prepared by:
Carla Martin Kirk
5330 Stadium Trace Parkway, Suite 245
Birmingham, Alabama 35244

Send Property Tax Notice To:
KENDRICK BUILDERS, L.L.C.
74 Merry Glen Lane
Chelsea, AL 35043

20060427000198060 1/2 $15.00
Shelby Cnty Judge of Probate,AL
04/27/2006 01:37:44PM FILED/CERT

WARRANTY DEED

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF JEFFERSON)

That in consideration of Fifty Thousand and no/100 ($50,000.00) DOLLARS,

DeMEIS HOMESOUTH CUSTOM HOMES, L.L.C.

(herein referred to as **GRANTOR**) in hand paid by the grantee herein, the receipt of which is hereby acknowledged the said **GRANTOR** does by these presents, grant, bargain, sell and convey unto

KENDRICK BUILDERS, L.L.C.

(herein referred to as **GRANTEE,** whether one or more), the following described real estate, situated in Shelby County, Alabama to wit:

Lot 313 according to the Survey of Lakewood Phase 3, as recorded in Map Book 36, Page 81 in the Probate Office of Shelby County, Alabama.

The above lot is conveyed subject to all easements, restrictions, covenants and rights of ways of Record and Exhibit A attached and hereunto made a part of this conveyance.

Grantee's Address: 74 Merry Glen Ln.
Chelsea, AL 35043

Property herein conveyed is subject to the Restrictive Covenants of Lakewood Estates Residential declaration of Covenants, Conditions and Restrictions dated January 28, 2004 and shall be a covenant to run with the land.

The entire purchase price was paid by proceeds of mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, To the said **GRANTEE,** his, her or their heirs and assigns forever.

And said **GRANTOR** does for itself, its successors and assigns, covenant with said **GRANTEE**, his, her or their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to be said **GRANTEE,** his, her or their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said **GRANTOR** by its **MEMBERS** who are authorized to execute this conveyance, hereto set their signatures and seals, this the 7th, day of March, 2006.

DeMEIS HOMESOUTH CUSTOM HOMES, L.L.C.

BY: Marc DeMeis
Its: MEMBER

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority a Notary Public in and for said County, in said State, hereby certify that Marc D. DeMeis whose name as Member of DeMeis Homesouth Custom Homes, L.L.C. 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 member and with full authority, executed the same voluntarily.

Given under my hand and official seal, this the 7th day of March, 2006.

Rosalyn Walton
Notary Public

My Commission Expires:
05/06/2008

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EXHIBIT "A"

COVENANT FOR STORM WATER RUN-OFF CONTROL

Grantee does, for itself, its successors and or assigns, herewith covenant and agree to take all measures necessary to prevent sediment and other pollutants in water used in the construction process or storm water run-off from disturbed areas from leaving the boundaries of the lot herein conveyed. Grantee further covenants to exercise Best Management Practices (BMPs) for control of pollutants in storm water run-off and to comply with all city, county and sate regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act and the Alabama Environmental Management Act. Should Grantee fail to comply with this covenant, Grantor does reserve an easement over and across the property herein conveyed for itself, its agents, sub-contractors or assigns in order to install, erect or maintain the appropriate measures to meet or exceed Best Management Practices for the control of pollutants or situation in storm water run-off. Grantor further reserves the right and authority to impose a lien on the property herein conveyed for the collection of cost incurred in the installation, erection or maintenance of such measures provided Grantee does not reimburse Grantor for such cost within 10 days after receipt of written demand. The foregoing shall be and is a covenant running with the land to the benefit of Grantor, its successors and or assigns.

Grantee does hereby acknowledge and agree to the matters stated herein:

Paul G. Kendrick

For Kendrick Builders, LLC