20070316000121000 1/3 $18.00
Shelby Cnty Judge of Probate,AL
03/16/2007 02:41:03PM FILED/CERT

This instrument was prepared by:
Clayton T. Sweeney, Attorney at Law
2700 Highway 280 East, Suite 160
Birmingham, Alabama 35223

Send Tax Notice to:
Eddleman Homes, LLC
2700 Highway 280 E., Ste. 425
Birmingham, Alabama 35223

STATE OF ALABAMA)
:
COUNTY OF SHELBY)

CORRECTIVE STATUTORY WARRANTY DEED

KNOW 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 HOMES, LLC (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 2563, according to the Survey of Highland Lakes, 25th Sector, Phase II, an Eddleman Community, as recorded in Map Book 36, Page 41, in the Probate Office of Shelby County, Alabama; being situated in 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, a Residential Subdivision, recorded as Instrument No. 1994-07111and amended in Instrument No. 1996-17543, and further amended in Instrument No. 1999-31095, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 25th Sector, Phase II, recorded in Instrument No. 20051229000667940 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Mineral and mining rights excepted.

The above property is conveyed subject to:

This deed is given to correct the legal description, specifically the Phase, Map Book and Page in that certain deed recorded in Instrument No. 20060818000406540.

(1) Ad Valorem taxes due and payable October 1, 2007, and all subsequent years thereafter, including any "roll-back taxes."

(2) 10 foot easement along rear lot line as per plat.

(3) Public utility easements as shown by recorded plat.

(4) 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 recorded as Instrument #1994-07111, amended in Instrument #1996-17543 and further amended in Instrument #1999-31095, in said Probate Office of Shelby County, Alabama, 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.

(4) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 25th Sector, Phase II, recorded in Instrument No. 20051229000667940, in the Probate Office of Shelby County, Alabama.

(5) Subdivision restrictions, limitations and conditions as set out in Map Book 36, Page 41, in said Probate Office.

(6) Title to all 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 Book 28, Page 237; Instrument No. 1998-7776; Instrument No. 1998-7777 and Instrument No. 1998-7778, in said Probate Office.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

(7) Building setback lines to be determined by the Architectural Review Committee, as created by the Restrictions, Covenants and Conditions as set out instruments recorded in Instrument No. 20051215000649670. Subject to the provision 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 setbacks as per plot plan which must be approved by the ARC.

(8) Right of way to Birmingham Water and Sewer Board as recorded in Instrument No. 1997-4027 and Instrument No. 1996-25667, in the said Probate Office.

(9) Agreement with Alabama Power Company as to covenants pertaining thereto, to be recorded in Instrument No. 1999-1186..

(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. 20050422000192660.

(11) 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 as shown by instrument recorded in Inst. #1993-15705, in the Probate Office.

(12) Easement(s) for 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.

(13) Release(s) of damages as set out in instrument(s) recorded in Instrument No. 20050505000214850 in said Probate Office.

(14) Restrictive Covenants and Grant of Land Easement for underground facilities in subdivision to Alabama Power Company as recorded in Instrument No. 20050203000056300.

(15) Right of Way 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, and Real Volume 31, Page 355, in the Probate Office of Shelby County, Alabama.

(16) Right of way to Shelby County, Alabama as recorded in Book 196, Page 246, in the Office of the Judge of Probate of Shelby County, Alabama.

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.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permitees, 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 person 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 or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) 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 easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with 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, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns, forever.

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IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 6th day of March, 2007.

GRANTOR:
HIGHLAND LAKES DEVELOPMENT, LTD.
An Alabama Limited Partnership,
By its General Partner,
EDDLEMAN PROPERTIES, INC.,
an Alabama Corporation

By: _____
Douglas D. Eddleman,
Its President

Highland Lakes - 25th Sector, Phase II
Lot 2563, Eddleman Homes, LLC

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, in its capacity as 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 such general partner of said limited partnership.

Given under my hand and official seal of office this the 6th day of March, 2007.

NOTARY PUBLIC
My Commission expires: 6-5-2007

THIS INSTRUMENT IS EXECUTED AS REQUIRED BY THE ARTICLES OF ORGANIZATION AND OPERATIONAL AGREEMENT OF SAID LLC AND SAME HAVE NOT BEEN MODIFIED OR AMENDED.

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 foregoing covenants and restrictions.

EDDLEMAN HOMES, LLC,
an Alabama Limited Liability Company

By: _____
Douglas D. Eddleman,
Its Managing Member

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 Managing Member of Eddleman Homes, LLC, an Alabama Limited Liability Company, 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 Managing Member, 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 of office this the 6th day of March, 2007.

NOTARY PUBLIC
My Commission expires: 6-5-2007