THIS DEED IS A CORRECTIVE DEED TO CORRECT THE LEGAL DESCRIPTION OF THE ORIGINAL DEED RECORDED 8/24/07 DUE TO INCORRECT MAP BK & PAGE # OF INST # 20070824000399790, THE INCORRECT MAP BK WAS 37 PAGE 130 This instrument was prepared by:

Regent Park Homes, LLC
2700 Highway 280, Suite 425
Birmingham, AL 35223

Send Tax Notice to:
REGENT PARK HOMES, LLC
2700 Highway 280, Suite 425
Birmingham, AL 35223

STATE OF ALABAMA)
COUNTY OF SHELBY)

20071023000490890 1/3 $18.00
Shelby Cnty Judge of Probate, AL
10/23/2007 12:21:34PM FILED/CERT

CORRECTIVE STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of SIXTY THOUSAND AND NO/100 Dollars ($60,000.00) to the undersigned grantor, **THE VILLAGE AT HIGHLAND LAKES, INC**. 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 Grantor, does by these presents, grant, bargain, sell and convey unto **REGENT PARK 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 86 according to the Survey of The Village at Highland Lakes, Regent Park Neighborhood, an Eddleman Community, Phase Two as recorded in Map Book 38, Page 125, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument #20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Regent Park Neighborhood, recorded in Instrument No. 20070223000084910, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declarations").

The above property is conveyed subject to:

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

(2) Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, which provides, among other things, for an Association to be formed to assess property and maintain the Common Areas in the development; all of said covenants, restrictions and conditions being set out in instrument recorded as Instrument #20060421000186650 in the Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Highland Village Residential Association, Inc. as recorded as Instrument #20060314000120380 in Volume 200605, page 6696, in the Office of the Judge of Probate of Jefferson County, Alabama.

(3) Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Regent Park Neighborhood, recorded in Instrument No. 20070223000084910, in the Probate Office of Shelby County, Alabama.

(4) Subdivision restrictions, limitations, easements, set backs and conditions as set out in Map Book 38, Page 125, in said Probate Office.

(5) Mineral and mining rights not owned by Grantor, including but not limited to, 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 81, Page 417 in the Probate Office of Shelby County, Alabama.

(6) Rights of way to Shelby County as recorded in Instrument No. 1992-15747 and Instrument No. 1992-24264, in the Probate Office of Shelby County, Alabama.

Rec'd

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(7) Right of way to Alabama Power Company recorded in Deed Book 247, Page 905, Deed Book 139, Page 569, Deed Book 134, Page 411 and as Instrument #20060630000314890, Instrument # 20060630000315260 and Instrument # 20060630000315270, all in the Probate Office of Shelby County, Alabama.

(8) Right of way for roadway as shown by instruments recorded in Real Volume 103, Page 844 and Map Book 3, Page 148 in the Probate Office of Shelby County, Alabama.

(9) Easement for ingress and egress recorded in Deed Book 321, Page 812 in the Probate Office of Shelby County, Alabama.

(10) Restrictive Covenants recorded as Instrument #20041220000659280 in the Probate Office of Shelby County, Alabama.

(11) Articles of Incorporation of The Village at Highland Lakes Improvement District recorded as Instrument #20051209000637840 in the Probate Office of Shelby County, Alabama and the Notice of Final Assessment of Real Property recorded as Instrument #20051213000644260 in said Probate Office.

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.

Grantee understands and agrees that Grantor has obtained from the Alabama Department of Environmental Management (ADEM) a General Permit for stormwater runoff from construction, excavation, land clearing, other land disturbance activities and associated areas to comply with the terms and conditions of said General Permit in the design and construction of improvements on the Property which shall include, without limitation, the preparation and implementation of a Best Management Practices Plan for structural and nonstructural practices to prevent/minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil, grease, chemicals, etc) to State waters in stormwater run-off in accordance with the requirements of the General Permit.

Grantee shall indemnify and hold Grantor harmless for any loss or damage suffered by the Grantor as a result of Grantee's violation of or failure to comply with the terms, conditions and requirements of the General Permit. Further, if Purchaser shall be in violation of the General Permit, Grantor shall have the right after 10 days notice to take such corrective action as may reasonably be necessary to cure such violation and Grantee shall indemnify and hold Grantor harmless for any costs reasonably incurred in taking any such corrective action.

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 contact 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 Grantor 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.

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

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 31st day of August, 2007

GRANTOR:

THE VILLAGE AT HIGHLAND LAKES, INC.

By: _____
Douglas D. Eddleman
Its President

The Village at Highland Lakes – Regent Park Sector
Lot 86 – REGENT PARK 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, 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.

Given under my hand and official seal of office this the 31st day of August, 2007

_____
NOTARY PUBLIC

My Commission expires: 4/4/10

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.

REGENT PARK HOMES, LLC

By: _____
Douglas D. Eddleman
Its: Manager

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 Manager of REGENT PARK 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 as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 31st day of August, 2007

_____
NOTARY PUBLIC

My Commission expires: 4/4/10

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