

\$175,770.00

This instrument was prepared by:

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Send Tax Notice to:

Pioneer Lake Residential Association., Inc.
c/o James A. Jackson
2528 Ashford Place
Birmingham, AL 35243

STATE OF ALABAMA)

COUNTY OF SHELBY)



20080805000313450 1/3 \$193.00
Shelby Cnty Judge of Probate, AL
08/05/2008 09:34:45AM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to the undersigned grantor, **HOWARD LAKE PROPERTIES LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **PIONEER LAKE RESIDENTIAL ASSOCIATION, INC.**, an Alabama nonprofit corporation (collectively, hereinafter referred to as "Grantee"), the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee all of its right, title and interest in and to that certain real estate (the "Property") situated in Jefferson County, Alabama, to-wit:

Lot 7, Pioneer Lake, being more particularly described as follows:

Begin at the Northeast corner of the SW ¼ of the SW ¼ of Section 20, Township 18 South, Range 2 East, Shelby County, Alabama; thence run South 89 degrees, 39 minutes, 17 seconds West 1138.61 feet; thence South 30 degrees 06 minutes, 00 seconds West 663.50 feet; thence South 84 degrees, 12 minutes, 22 seconds East, 1502.93 feet; thence North 01 degrees 52 minutes 08 seconds West 733.00 feet to the point of beginning; being situated in Shelby County, Alabama.

Together with rights of ingress, egress and utilities for the benefit of the Property created and existing under that certain Declaration of Easements for Ingress, Egress and Utilities, recorded in Instrument No. 20050415000178490 in Probate Office of Shelby County, Alabama.

TOGETHER WITH all the rights, tenements, hereditaments, improvements, easements and appurtenances thereto belonging or in anywise appertaining.

Subject, however, to those matters which are set forth on Exhibit A attached hereto and made a part hereof (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property unto the Grantee and the Grantee's successors and assigns, forever.

AND THE GRANTOR does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property and will warrant and forever defend the right and title to the above described property unto the Grantee against the claims of Grantor and all others claiming by or under Grantor, but not otherwise.

The Property is hereby conveyed by Grantor, and accepted by Grantee, for the purpose of creating additional Common Areas as such term is defined in the Declaration of Easements, Protective Covenants and Restrictions for Pioneer Lake, a Recreational/Residential Subdivision, dated April 14, 2005, and recorded in Instrument No. 20050415000178500 in the Office of the Judge of Probate of Shelby County, Alabama.

IN WITNESS WHEREOF, Grantor has caused this Deed to be properly executed on this 12th day of July, 2008.

GRANTOR:

HOWARD LAKE PROPERTIES LLC,
an Alabama limited liability company

BY C. Doug Howard
C. Doug Howard,
Its Sole Member

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that C. Doug Howard, whose name as Sole Member of Howard Lake Properties 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 officer, executed the same voluntarily and with full authority for and as the act of said limited liability company.

Given under my hand and official seal this 12 day of July, 2008.

Shambergh Hatan
NOTARY PUBLIC
My Commission expires: MY COMMISSION EXPIRES AUGUST 10, 2009

EXHIBIT A

PERMITTED ENCUMBRANCES

1. Taxes and assessments for the year 2008 and subsequent years, which are not yet due and payable.
2. Transmission Line Permit to Alabama Power Company recorded in Misc. Book 99 Page 345 and Deed Book 146 Page 398 and an Easement-Distribution line recorded as Inst. No. 20051101000565740 and as shown on survey of James A. Riggins, Reg. No. 9428, dated March 7, 1999, being a 100 foot right of way.
3. Riparian rights to Pioneer Lake and Hurricane Creek, according to applicable State and Federal laws.
4. Rights of others in and to the use of the easements as set out in Declaration of Easements for Ingress, Egress and Utilities, as set out in instrument recorded as Inst. No. 20050415000178490 in the Probate Office of Shelby County, Alabama.
5. 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 Deed Book 121 Page 294 and Deed Book 355 page 694 in the Probate Office of Shelby County, Alabama.
6. Rights of others in and to the use of the common areas as shown on survey of James A Riggins dated March 7, 1999, and as contained in the Declaration, Covenants, Restrictions and By-Laws of the Pioneer Lake Residential Association, Inc., as recorded in Inst. No. 20050415000178610 in the Probate Office of Shelby County, Alabama. and any amendments.
7. Declaration of Easements, Protective Covenants and Restrictions for Pioneer Lake, as set out in Inst. No. 20050415000178500 in the Probate Office of Shelby County, Alabama.
8. Articles of Incorporation and By-Laws of the Pioneer Lake Residential Association, Inc. recorded as Inst. No. 2005415000178510 in the Probate Office of Shelby County, Alabama.
9. Easement from Pioneer Lake Homeowners Association to Bellsouth Telecommunications, Inc. recorded in Inst. No. 20060920000466960 in the Probate Office of Shelby County, Alabama.

Shelby County, AL 08/05/2008
State of Alabama

Deed Tax: \$176.00