



20081212000464390 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
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This instrument was prepared by:  
Clayton T. Sweeney, Esquire  
2700 Highway 280 East  
Suite 160  
Birmingham, AL 35223

Send Tax Notice to:  
J & G Builders & Remodeling, Inc.  
204 Woodbridge trail  
Chelsea, AL 35043

**CORRECTIVE  
STATUTORY WARRANTY DEED**

**STATE OF ALABAMA)  
COUNTY OF SHELBY)**

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of FORTY NINE THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$49,900.00) and other good and valuable consideration, paid to the undersigned grantor, **NATALAY WOODS, L.L.C.**, an Alabama limited liability company, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **NATALAY WOODS, L.L.C.**, an Alabama limited liability company (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto **J & G BUILDERS & REMODELING, INC.** and **BOBBY MOORE** and wife, **HARRIET MOORE** (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

A parcel of land lying in the NE 1/4 of the SE 1/4 of Section 18, Township 20 South, Range 1 West in Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the NE 1/4 of the SE 1/4 of Section 18, Township 20 South, Range 1 West, in Shelby County, Alabama, thence run West along the South line for a distance of 211.40 feet to the point of beginning of the parcel, from said point of beginning continue along the same course for a distance of 100.04 feet; thence turn an interior angle to the left of 88 degrees 26 minutes 59 seconds for a distance of 197.17 feet; thence turn an interior angle to the left of 90 degrees for a distance of 100.00 feet; thence turn an interior angle to the left of 90 degrees for a distance of 194.47 feet to the point of beginning The above property to be known as Lot 67 of Cameron Woods, Fourth Addition.

Together with a temporary easement for ingress and egress being more particularly described as follows:

Commence at the Southeast corner of the NE 1/4 of the SE 1/4 of Section 18, Township 20 South, Range 1 West, in Shelby County, Alabama, thence run West along the South line for a distance of 311.80 feet to the point of beginning of the partcel; thence turn an interior angle to the left of 88 degrees 26 minutes 59 seconds for a distance of 197.17 feet to the point of beginning of the easement, from said point of beginning continue a distance of 10.00 feet; thence turn an interior angle to the left of 90 degrees for 100.00 feet; thence turn an interior angle of 90 degrees for a distance of 10.00 feet to the North line of the above described property; thence turn an interior angle of 90 degrees for a distance of 100.00 feet to the point of beginning.

The above temporary easement will be dedicated as a public road with the recordation of the final plat of Cameron Woods, Fourth Addition.

The final plat of Cameron Woods, 4<sup>th</sup> Addition, has been filed for record in Map Book 39, Page 125, in the Probate Office of Shelby County. The Temporary easement granted in that certain deed recorded in Instrument #2007113000520370 has been dedicated as a public road on the final plat of the subdivision. Said temporary easement is hereby terminated and merged into a public road known as Woodbridge Trail.

The legal description is hereby corrected to read as follows:

Lot 67, according to the Survey of Cameron Woods, 4th Addition, as recorded in Map Book 39, Page 125, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The deed recorded in Instrument #2007113000520370 is being corrected to change the legal description as shown hereinabove and to amend the Grantees to read as J & G Builders & Remodeling, Inc. and Bobby Moore and Harriet Moore.

**THIS INSTRUMENT IS EXECUTED AS REQUIRED BY THE ARTICLES OF ORGANIZATION AND OPERATIONAL AGREEMENT OF NATALAY WOODS, L.L.C. AND SAME HAVE NOT BEEN MODIFIED OR AMENDED.**

The above property is conveyed subject to:

- (i) All valid and enforceable easements, covenants, conditions and restrictions of record, including, without limitation, that certain Declaration of Protective Covenants of Cameron Woods as recorded in Instrument #1999-0964, Articles of Incorporation of Cameron Woods Residential Association, Inc. as recorded in Instrument# 1999- 09714, (ii) the lien of ad valorem and similar taxes for 2008 and subsequent years, including any "roll-back" taxes and (iii) all matters that would be revealed by a current and accurate physical survey of the subject property.

Neither Grantor nor any Agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Grantee has the obligation to determine, either personally or through or with a representative of Grantee's choosing, any and all conditions of the Property material to Grantee's decision to buy the Property, including without limitation, subsurface conditions, including the presence or absence of sinkhole, mining activity, wells, or buried tanks and other objects, soils conditions; utility and sewer availability and condition. Except as otherwise stated in the Contract, Grantee accepts the Property in its Present "AS IS" condition.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor 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 injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property. 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 or trustees 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 the Grantee.

Grantee does, for itself, its successors and/or assigns, herewith covenant and agree to take all measures 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 (BMP's) for control of pollutants in storm water runoff and to comply with all city and state 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, subcontractors 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 siltation in storm water runoff. 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 guarantee 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.

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

**IN WITNESS WHEREOF**, NATALAY WOODS, L.L.C. has caused this statutory warranty deed to be executed by its duly authorized member this 11 day of December, 2008.

GRANTOR:


NATALAY WOODS, L.L.C.  
By: Prime Realty, Inc.  
Its Managing Member

BY:   
Concetta Givianpour  
ITS: Vice President

**STATE OF ALABAMA)  
COUNTY OF JEFFERSON)**

I, the undersigned, a Notary Public in and for said County in said State hereby certify that **Concetta Givianpour** whose name as **Vice President** of Prime Realty, Inc., which is Managing Member of NATALAY WOODS, L.L.C., 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, she, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as general partner of said limited liability company.

Given under my hand and office seal of office this the 11<sup>th</sup> day of December, 2008.

  
Notary Public  
My Commission Expires: 6-5-2011  
PUBLIC