


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

Send Tax Notice To:  
Cathy C. Kerley  
215 Courtside Drive  
Birmingham, Alabama 35242

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

  
20140207000035900 1/5 \$291.00  
Shelby Cnty Judge of Probate, AL  
02/07/2014 02:34:47 PM FILED/CERT

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS**, That in consideration of the payment of Two Hundred Sixty Four Thousand Nine Hundred and 00/100 Dollars (\$264,900.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor, **COURTSIDE DEVELOPMENT, INC.**, an Alabama corporation (the "Grantor"), does by these presents, grant, bargain, sell and convey unto the undersigned Grantee, **CATHY C. KERLEY**, (the "Grantee"), the following described real estate, situated in Shelby County, Alabama, to-wit:

Unit 31-A, according to a Resurvey of Lots 30 and 32 of Courtside at Brook Highland, a condominium, as established by that certain Declaration of Condominium of Courtside at Brook Highland, A Condominium, recorded as Inst No 20020521000241450 in the Probate Office of Shelby County, Alabama, as amended by the Amendment to Declaration dated May 8, 2002, recorded as Inst No 20020521000241460 and as further amended by the corrective amendment dated May 21, 2002, recorded as Inst No. 20020521000241470 in said Probate Office and as reflected in the Plan of Courtside at Brook Highland, prepared by K.B. Weygand & Associates, P.C., which is attached as Exhibit "C" to the Declaration of Condominium recorded as Instrument No. 20020521000241450 and which is also separately recorded in Map Book 37, Page 79 in said Probate Office.

Said conveyance is also made subject to:

Shelby County, AL 02/07/2014  
State of Alabama  
Deed Tax: \$265.00

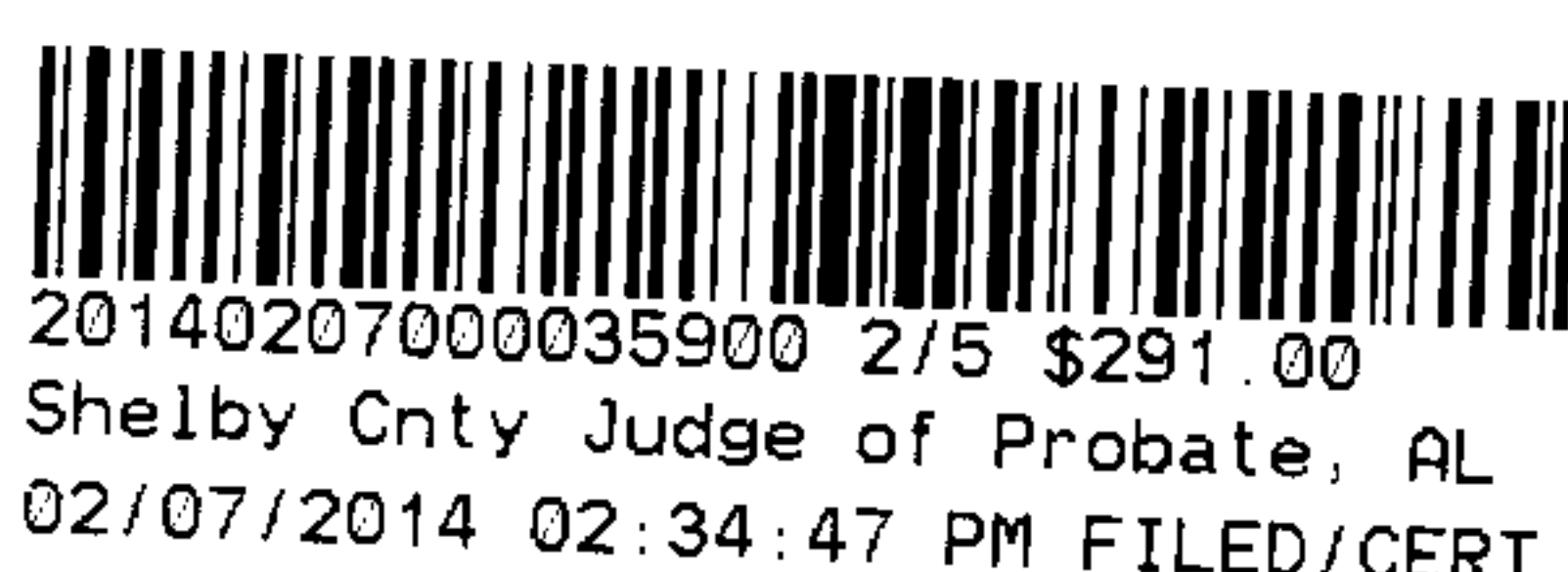
1. Property taxes for the year 2014 and each year thereafter.
2. Easements, restrictions and reservations of record.
3. Easement of undetermined width along rear as per plat.
4. Declaration of agreements, covenants, restrictions, easements, and conditions as set forth in the Declaration of Condominium of Courtside at Brook Highland, a condominium, as recorded in Instrument Number 20020521000241450, in the Probate Office of Shelby County, Alabama, as amended by the Amendment thereto recorded as Instrument Number 200251000223920 and as amended by the Amendment thereto recorded as Instrument Number 20020521000241460 in said Probate Office and as further amended by the Corrective Amendment recorded as Instrument Number 20020521000241470 in said Probate Office (the "Courtside Declaration").
5. Rights of parties in land and all Common Elements as set forth in the Courtside Declaration.
6. By-Laws, rules, regulations, restrictions, covenants, and miscellaneous provisions of By-Laws of Courtside at Brook Highland Association, Inc. as recorded as Exhibit B to the Courtside Declaration in the Probate Office of Shelby County, Alabama (the "Courtside By-Laws").
7. Provisions and powers as set forth in the Articles of Incorporation of Courtside at Brook Highland Association, Inc. recorded in Instrument Number 2001-29968, in the Probate Office of Shelby County, Alabama (the "Courtside Articles").
8. Easement to Alabama Power Company recorded in Real 207, page 380; Real 220, Page 521; and Real 220, Page 532.
9. Reciprocal Easement Agreement between AmSouth Bank, N.A., as ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in Instrument dated April 14, 1987 and recorded in Real 125, Page 249.
10. Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions as set out in Real 307, Page 950.
11. Declaration of Protective Covenants for the "Watershed Property", which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development, as set out in Instrument recorded in Real 194, page 54.



12. Drainage Agreement between AmSouth Bank, N.A., as ancillary trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in Instrument recorded in Real 125, Page 238.
13. Easement for sanitary sewer lines and water lines in favor of The Water Works and Sewer Board of the City of Birmingham as recorded in Real 194, page 1.
14. Reciprocal Easement Agreement between AmSouth Bank, N.A., as ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Billy and Douglas Eddleman, as set out in Instrument dated August 9, 1988 and recorded in Real 199, Page 18.
15. Restrictive Agreement and Protective Covenants including restrictive use of property as set out in Instrument No. 1992-14567, Real 308, Page 1; and Real 220, Page 339.
16. Agreement concerning Electric Service to NCNB/Brook Highland and Alabama Power Company as recorded in Real 306, Page 119.
17. Title to all oil, gas and 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 Deed Book 121, Page 294 and Deed Book 28, Page 581.
18. Articles of Incorporation of Courtside at Brook Highland Association, Inc., recorded in Instrument No. 2001-29968.
19. Limitations and conditions imposed by the Condominium Law of Alabama as set out in Title 35 Chapter 8, Condominium Ownership Act, Acts 1964 1<sup>st</sup> Executive Sessions No. 206, Pages 266 and Acts 1973 No. 1059, Page 1732, 1975 Code of Alabama.
20. Easement Agreement recorded in Instrument No. 2002510000223870.
21. Restrictive Covenants as recorded in Real 181, page 995.
22. Restrictions, limitations and conditions as recorded in Map Book 23, Page 91,
23. Release of damages as recorded in Instrument No. 1998-15836.

Grantor hereby assigns and transfers to Grantee, and Grantee hereby accepts and assumes, (i) the obligations of Grantor under Section 35-8A-402 Code of Alabama 1975, as amended, with respect to the preparation and delivery of an offering statement in any sale of the subject Unit and (ii) the right of Grantor in its capacity as successor declarant under the Courtside Declaration to engage in construction activity and to maintain models, sales offices, construction trailers and signs. Grantor and Grantee have executed this Warranty Deed and caused it to be recorded in the Probate Office of Shelby County, Alabama, to evidence the transfer to Grantee of such rights to Grantee to the extent they constitute Grantor's special declarant rights (as defined in Section 35-8A-103(24) Code of Alabama 1975, as amended) under and with respect to the Courtside Declaration and the property subject thereto in accordance with Section 35-8A-304 Code of Alabama 1975, as amended. Except for the specific obligation to prepare and deliver the offering statement in connection with the sale of the subject Unit(s) and the right of Grantee to maintain models, sales offices, construction trailers and signs as permitted under the Courtside Declaration, all rights, duties and obligations of Grantor as successor declarant under the Courtside Declaration shall remain with Grantor.

This conveyance is made with the express reservation and condition that the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Courtside Development, Inc. and/or Eddleman Properties, Inc., 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. Grantee acknowledges that it has made its own independent inspections and investigations of the hereinabove described land and is purchasing the Property in reliance upon such inspections and investigations thereof. For purposes of this paragraph, Courtside Development, Inc. and/or Eddleman Properties, Inc. shall mean and refer to (i) the officers, directors and employees of Courtside Development, Inc. and/or Eddleman Properties, Inc., and (ii) any successors and assigns of Courtside Development, Inc. and/or Eddleman Properties, Inc.



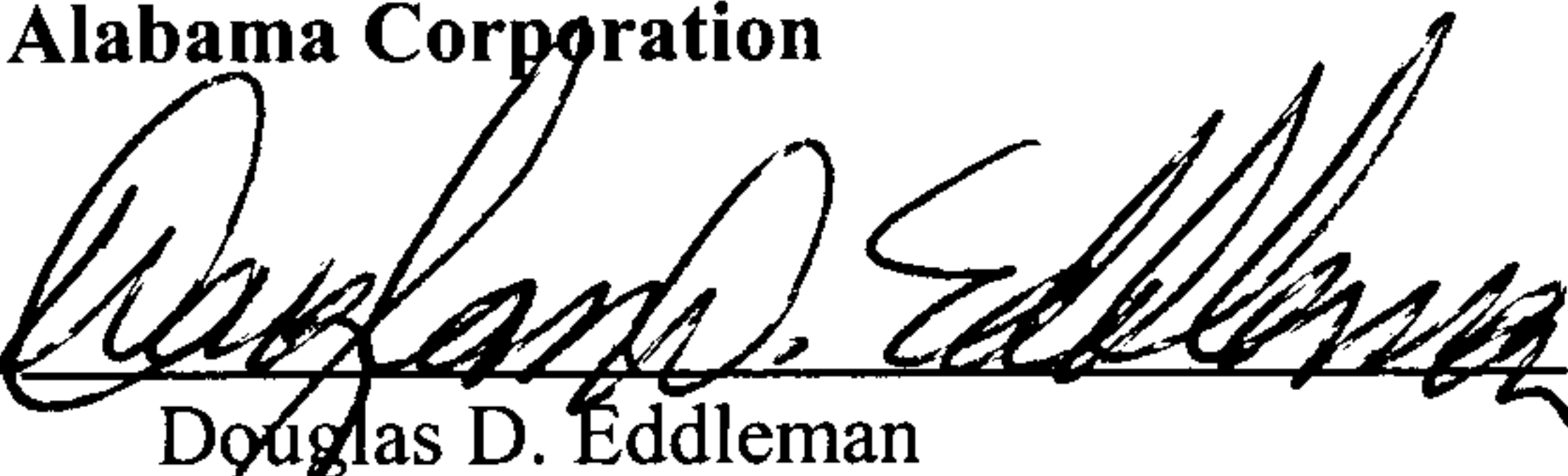


Grantee hereby constitutes and appoints Grantor as their true and lawful agent(s) and attorney-in-fact with full power and authority to do and perform every act necessary and proper to be done and execute any documentation necessary to accomplish the de-annexation of the Courtside development from the City of Birmingham, should Grantor seek to accomplish said de-annexation. Said Power of Attorney shall be irrevocable and binding on Grantees, their heirs, executors, administrators, successors and assigns.

**TO HAVE AND TO HOLD** to the said Grantee, her heirs, representatives, successors and assigns forever.

**IN WITNESS WHEREOF**, the Grantor and Grantee have set their signatures and seals, this the 29th day of January, 2014.

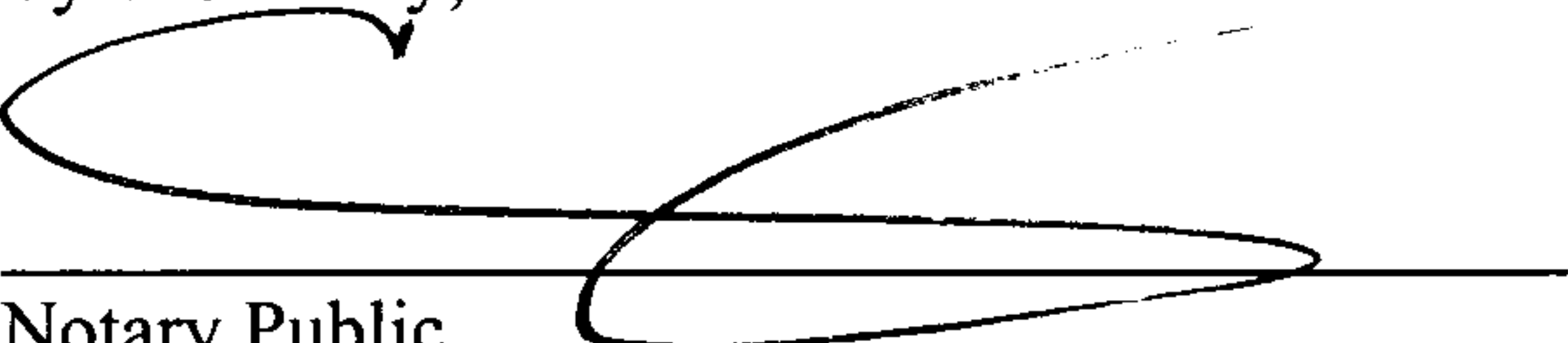
**GRANTOR:**  
**COURTSIDE DEVELOPMENT, INC.**  
An Alabama Corporation

By:   
Douglas D. Eddleman  
Its: President

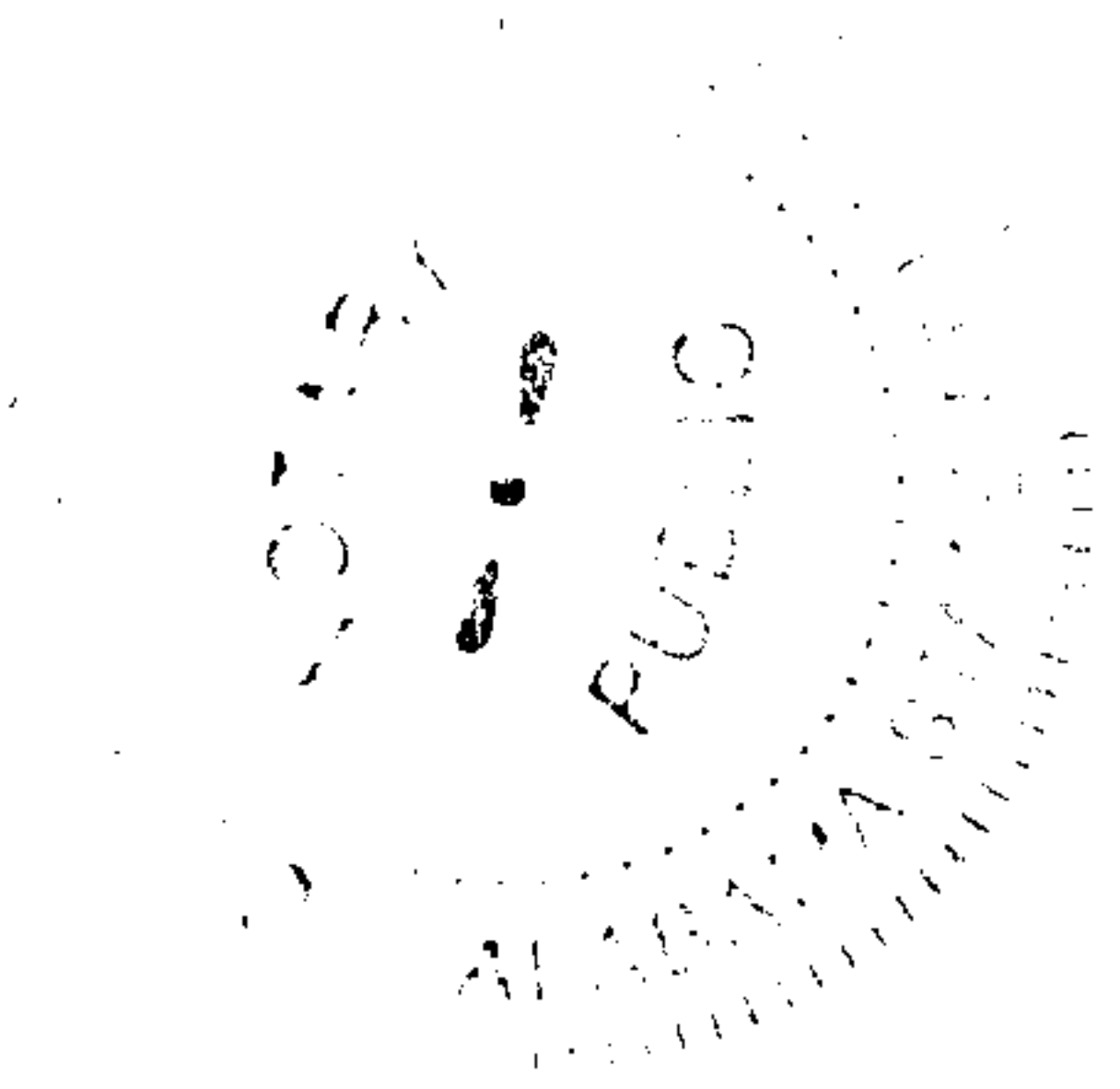
**STATE OF ALABAMA        )**  
**JEFFERSON COUNTY       )**


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 **COURTSIDE DEVELOPMENT, INC.**, an Alabama corporation, 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 and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 29th day of January, 2014.

  
Notary Public  
My Commission Expires: 6/5/2015

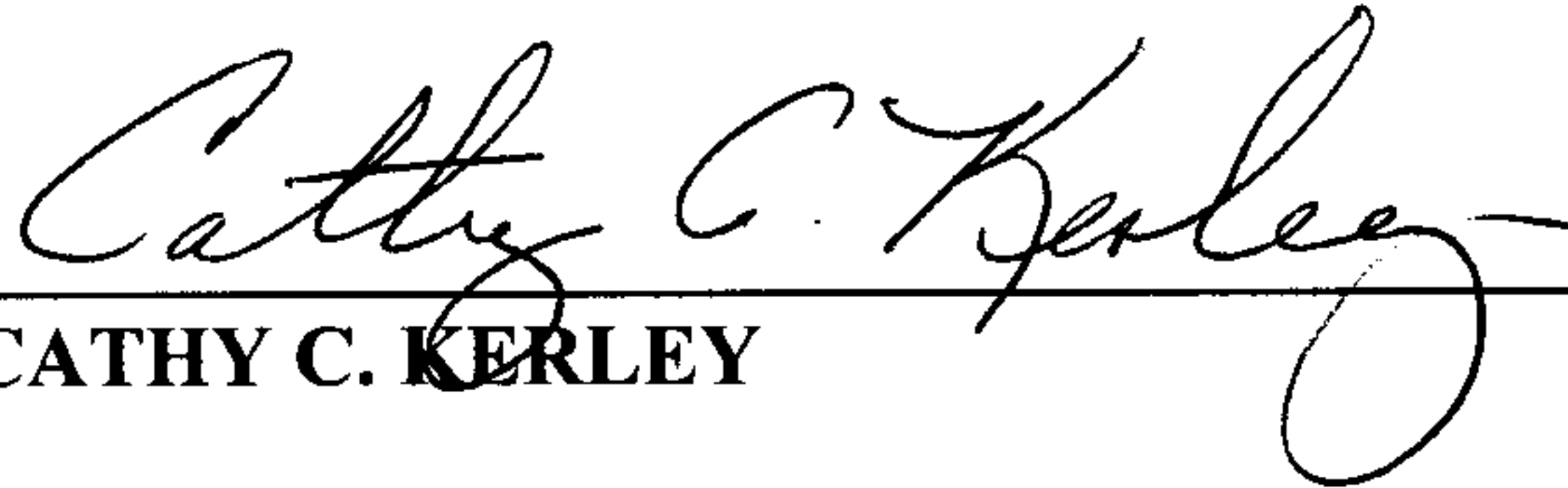
Courtside at Brook Highland  
Unit 31-A - Cathy C. Kerley



  
20140207000035900 3/5 \$291.00  
Shelby Cnty Judge of Probate, AL  
02/07/2014 02:34:47 PM FILED/CERT

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.

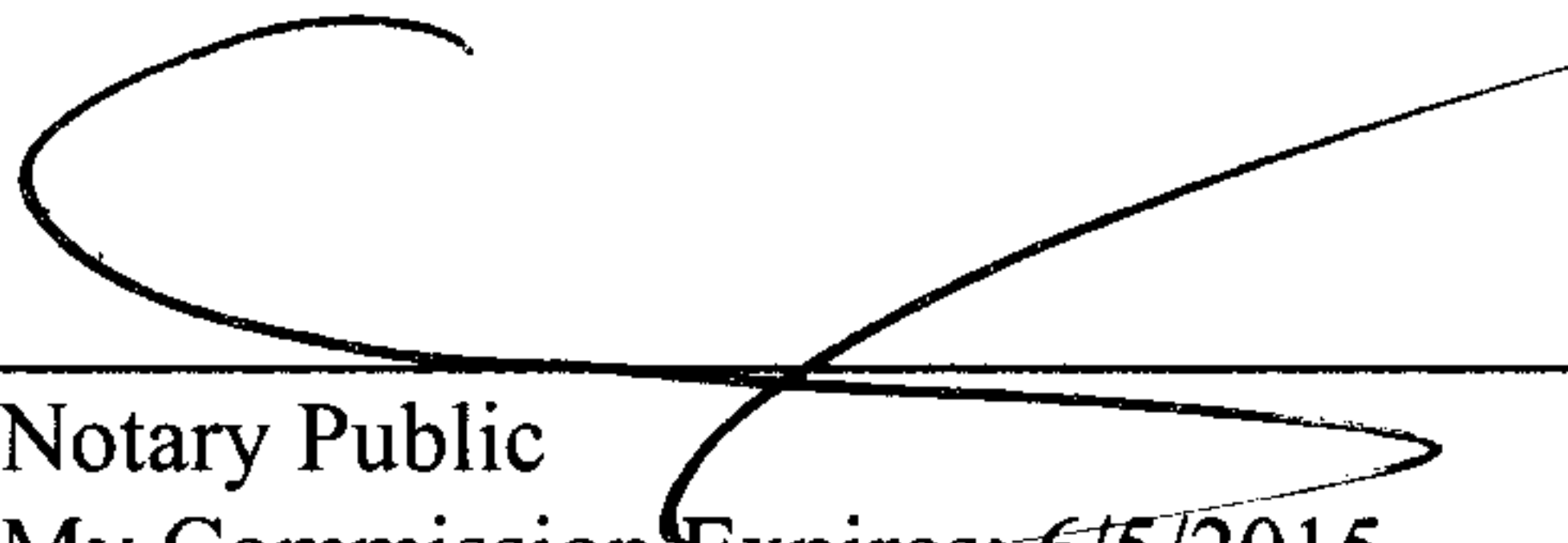
GRANTEE:

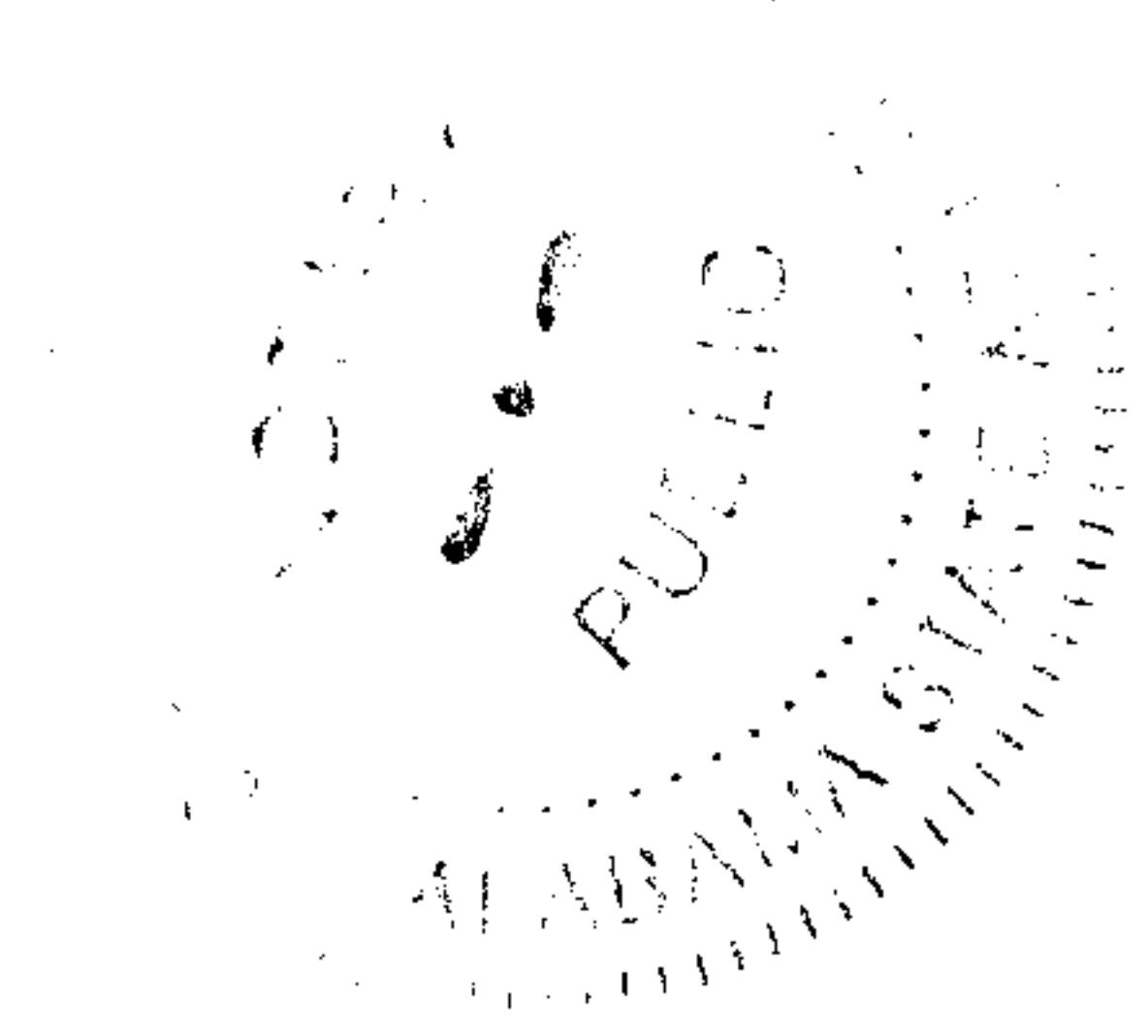
  
CATHY C. KERLEY


STATE OF ALABAMA       )  
JEFFERSON COUNTY       )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Cathy C. Kerley, whose name 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, she, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of January, 2014.

  
Notary Public  
My Commission Expires: 6/5/2015



  
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Shelby Cnty Judge of Probate, AL  
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# Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name      Courtside Development, Inc.

Grantee's Name

Cathy C. Kerley

Mailing Address

Mailing Address

215 Courtside Drive, Birmingham, AL  
35242

Property Address      215 Courtside Drive, Birmingham, AL  
35242

Date of Sale      January 29, 2014



20140207000035900 5/5 \$291.00  
Shelby Cnty Judge of Probate, AL  
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Total Purchase Price      \$264,900.00

or

Actual Value

\$

or

Assessor's Market Value

\$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence:  
(check one) (Recordation of documentary evidence is not required)

- ☐ Bill of Sale  
☐ Sales Contract  
☒ Closing Statement

- ☐ Appraisal  
☐ Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

## Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available. Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date \_\_\_\_\_

Courtside Development, Inc.

Print by: Douglas D. Eddleman, President

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one