

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

Send Tax Notice To:
Courtside at Brook Highland Association,
Inc.
2700 Highway 280 Suite 425
Birmingham, Alabama 35223

State of Alabama }
Shelby County }

STATUTORY WARRANTY DEED


KNOW ALL MEN BY THESE PRESENTS, That in consideration of the payment of **Ten and No/100 DOLLARS (\$10.00)** 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, **COURTSIDE AT BROOK HIGHLAND ASSOCIATION, INC.**, an Alabama non-profit corporation (the "Grantee"), the following described real estate, situated in Shelby County, Alabama, to-wit:

See Exhibit “A” attached hereto and made a part hereof for legal description

Said conveyance is also made subject to:

1. Property taxes for the current year and thereafter.
2. Easements, restrictions and reservations of record.
3. 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").
4. Rights of parties in land and all Common Elements as set forth in the Courtside Declaration.
5. 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").
6. 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").
7. Easement to Alabama Power Company recorded in Real 207, page 380; Real 220, Page 521; and Real 220, Page 532.
8. 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.
9. Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions as set out in Real 307, Page 950.
10. 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.

Shelby County, AL 02/28/2014
State of Alabama
Deed Tax:\$5.00


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11. Drainage Agreement between AmSouth Bank, N.A., as ancillary trustee for NNCB 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.
12. 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.
13. Reciprocal Easement Agreement between AmSouth Bank, N.A., as ancillary Trustee for NNCB 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 No. 1993-32011 and Real 220, Page 339.
14. Agreement concerning Electric Service to NNCB/Brook Highland and Alabama Power Company as recorded in Real 306, Page 119.
15. 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.
16. Easement Agreement recorded in Instrument No. 2002510000223870.
17. Restrictive Covenants as recorded in Real 181, page 995.
18. Restrictions, limitations and conditions as recorded in Map Book 23, Page 91,
19. Release of damages as recorded in Instrument No. 1998-15836.
20. Restrictions, limitations and conditions as recorded in Map Book 37, Page 34.

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.

Further, the property conveyed herein is designated as Common Area 3 and its use is restricted and limited for use as a park. No buildings or dwellings shall be constructed on the property other than existing gazebo. In the event that the property shall not continue to be used as a park, the title to said property conveyed herein shall revert to the grantor, its successors and assigns.

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

IN WITNESS WHEREOF, the Grantor and Grantee have set their signatures and seals, this the 10th day of January, 2014.

GRANTOR:
COURTSIDE DEVELOPMENT, INC.

By: _____

Douglas D. Eddleman
Its: President

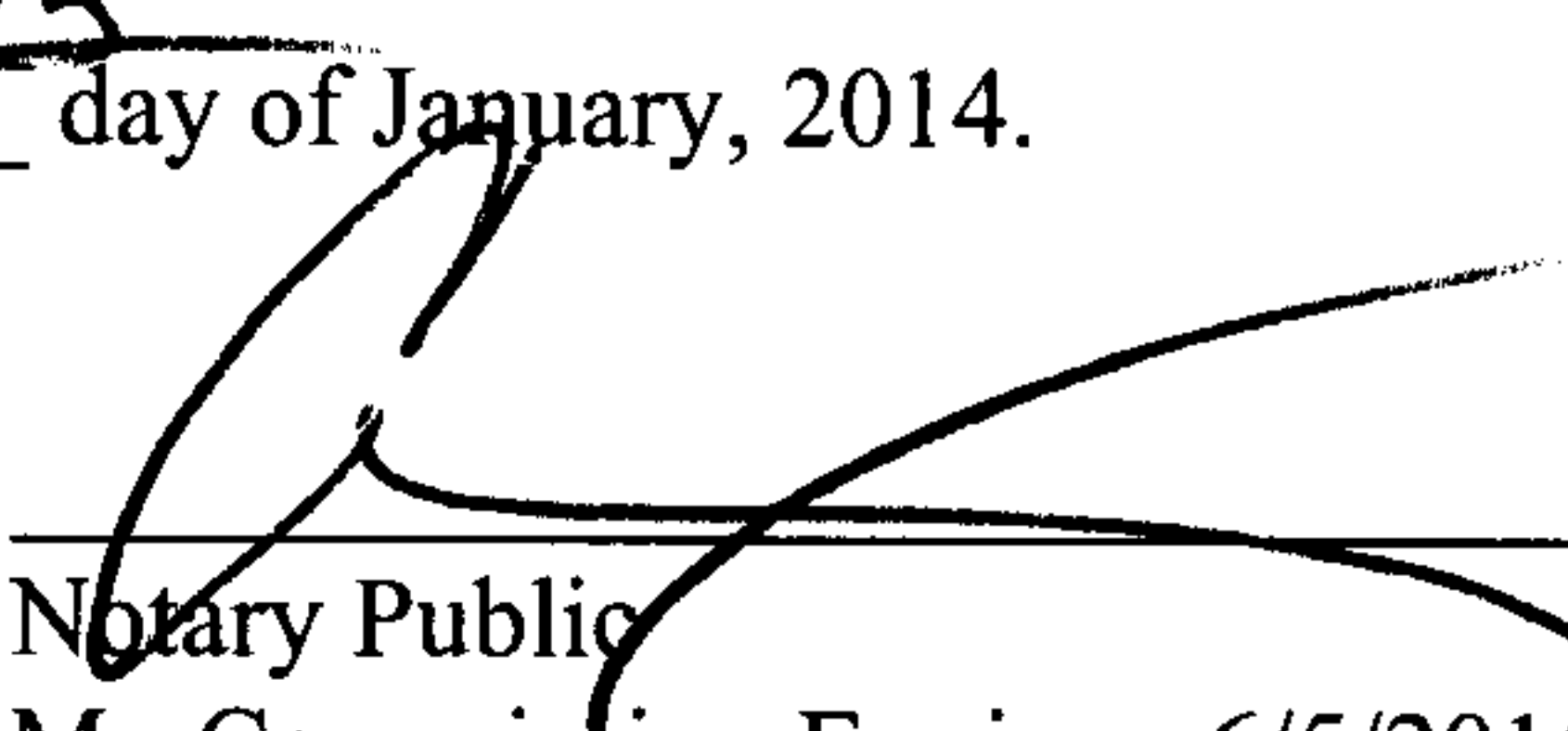


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STATE OF ALABAMA)
JEFFERSON COUNTY)

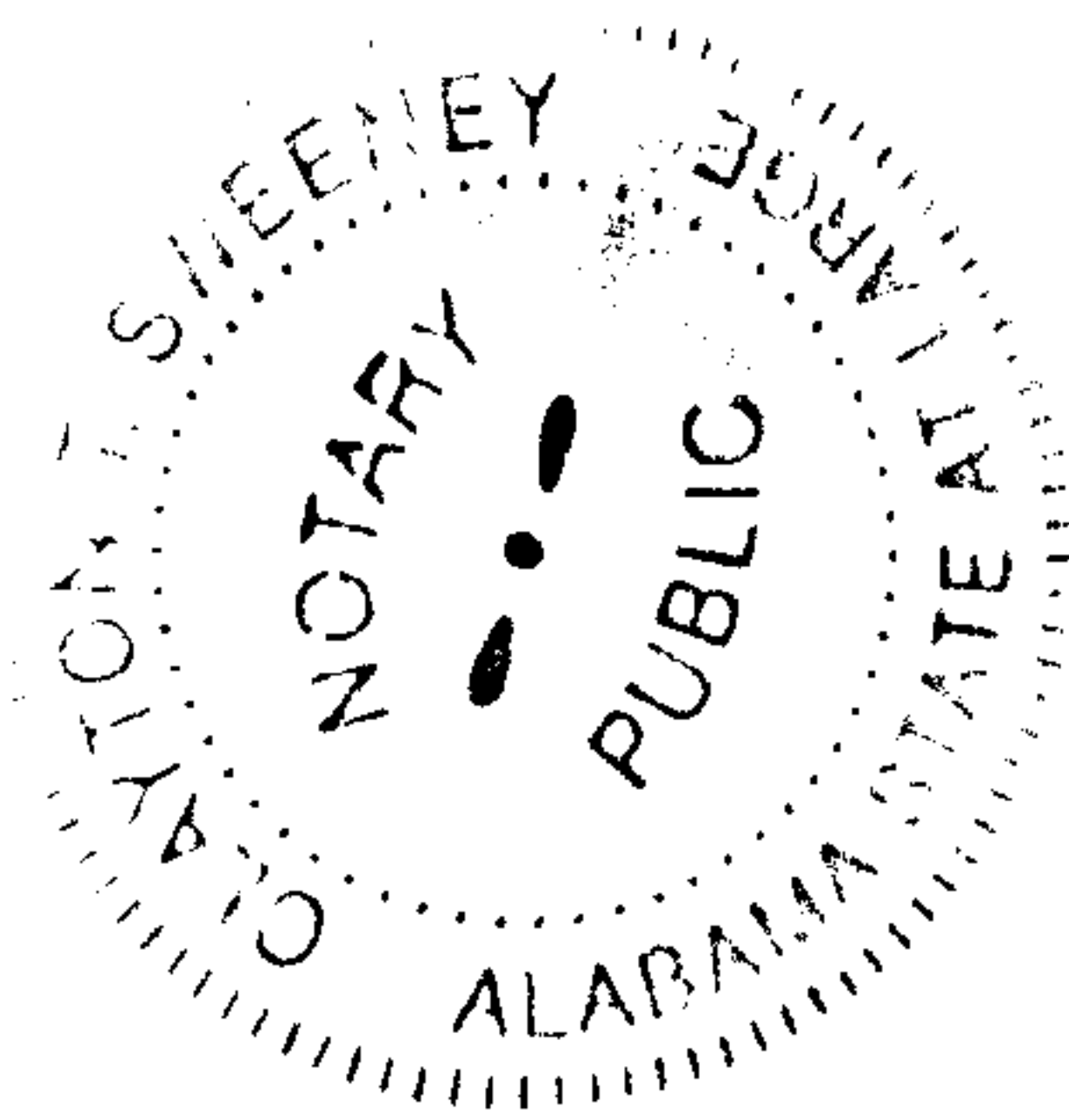
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas D. Eddleman, whose name as President of **COURTSIDE DEVELOPMENT, INC.**, an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, 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 10th day of January, 2014.



Notary Public
My Commission Expires: 6/5/2015

Courtside at Brook Highland
Common Area 3 property




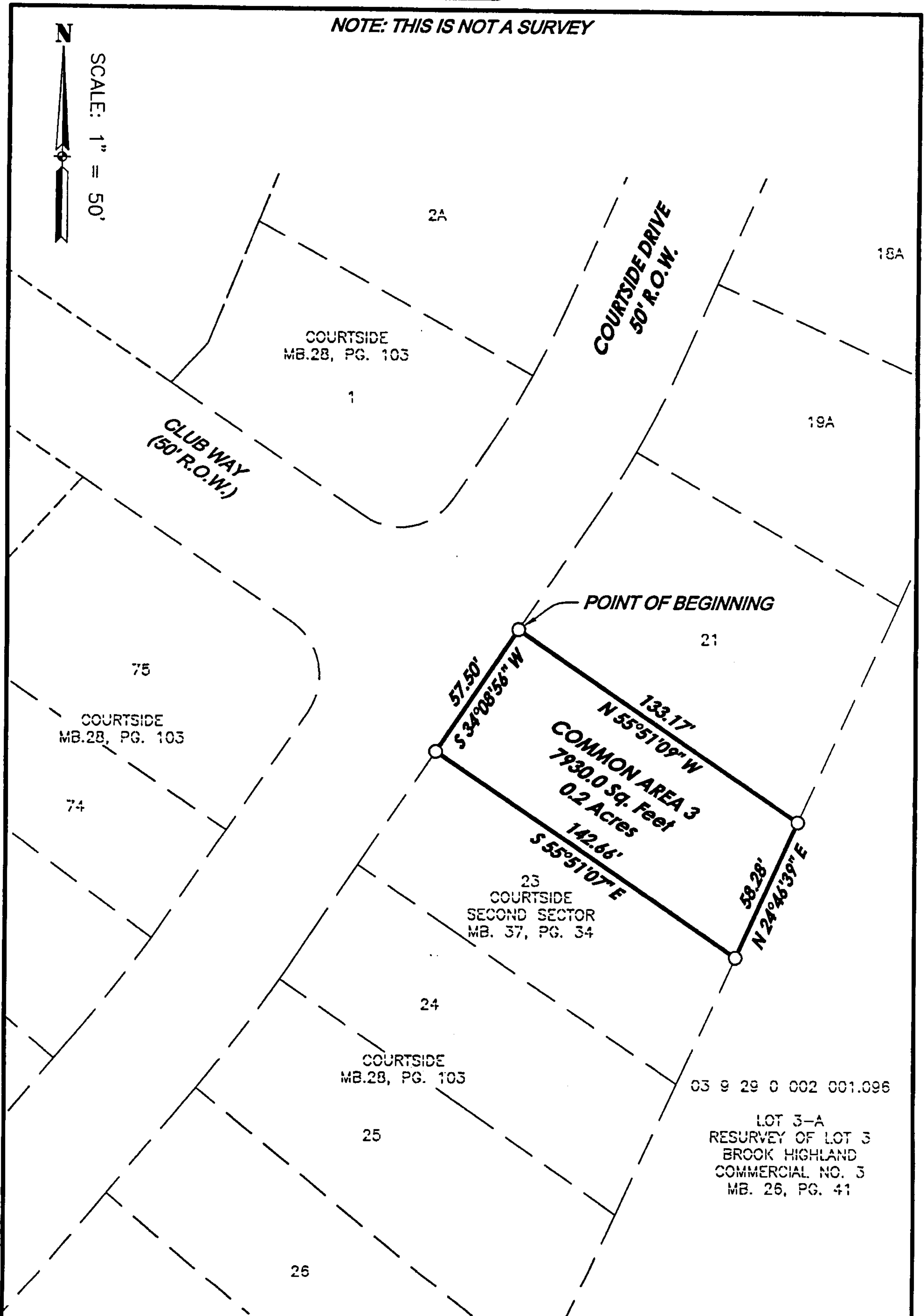

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EXHIBIT "A"

NOTE: THIS IS NOT A SURVEY



LEGAL DESCRIPTION: COMMON AREA 3

A TRACT OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 21, ACCORDING TO THE SURVEY OF COURTSIDE, AS RECORDED IN MAP BOOK 28, PAGE 103, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COURTSIDE DRIVE; THENCE RUN SOUTH 34°08'56\"

SAID TRACT OF LAND CONTAINING 7930 SQ. FT. OR 0.2 ACRES MORE OR LESS.

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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.
2700 Highway 280 Suite 425
Birmingham, AL 35223

Grantee's Name Courtside at Brook Highland Association, Inc.
2700 Highway 280 Suite 425
Birmingham, AL 35223

Mailing Address

Mailing Address

Metes and bounds

Property Address

Date of Sale January 10, 2014



20140228000055200 5/5 \$31.00
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Total Purchase Price \$ _____

or

Actual Value \$ _____

or

Assessor's Market Value \$5,000.00

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

Tax Assessor's Assessed Value

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 _____

Print Courtside Development, Inc. by Douglas D. Eddleman, Its President

Unattested

(verified by)

Sign _____
(Grantor/Grantee/Owner/Agent) circle one

Form RT-1