

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East, Suite 160
Birmingham, Alabama 35223

Send Tax Notice to:
Highland Village Residential Association, Inc.
2700 Highway 280 East Suite 425
Birmingham, Alabama 35223

STATE OF ALABAMA)
COUNTY OF SHELBY)


20151105000384770 1/5 \$96.00
Shelby Cnty Judge of Probate, AL
11/05/2015 10:35:15 AM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten Dollars and No/100 Dollars (\$10.00) to the undersigned grantor, **NSH CORP.**, an Alabama corporation, (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **NSH CORP.**, an Alabama corporation, does by these presents, grant, bargain, sell and convey unto **HIGHLAND VILLAGE RESIDENTIAL ASSOCIATION, INC.**, an Alabama non-profit corporation, (hereinafter referred to as "Grantees"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 22, according to the Survey of The Village at Highland Lakes, Kelham Grove Neighborhood, Map Book 43, Page 87 A&B, in the Office of the Judge of Probate of Shelby County, Alabama.

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

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2015 and all subsequent years thereafter, including any "roll-back taxes."
- (2) Public utility easements as shown by recorded plat, including any storm or sewer easements as shown on recorded plat.
- (3) Restrictions as recorded in Instrument No. 20041202000659280 and amended in Instrument No. 20060524000244790 in said Probate Office.
- (4) Easement to Alabama Power Company as recorded in Instrument No. 20060630000314890, Instrument No. 2006063000315260, Instrument No. 20060630000315270 and Instrument No. 20080401000130220 in said Probate Office.
- (5) Easement to Bellsouth Telecommunications as recorded in Instrument No. 20050803000394300 in said Probate Office.
- (6) Grant of Land Easement with Restrictive Covenants as recorded in Instrument No. 20061212000610650, Instrument No. 20060828000422180 and Instrument No. 20071108000516450 in said Probate Office.
- (7) Declaration of Covenants, Conditions and Restrictions as recorded in Instrument No. 20070223000084910, amended in Instrument No. 20070830000408300; further amended in Instrument No. 20080501000178840; further amended in Instrument No. 2009012100018210; Fourth Supplemental Declaration recorded in Instrument No. 20110125000025020; further amended by Corrective Fourth Supplemental Declaration in Instrument No. 20110406000107050; and further amended by Fifth Supplemental Declaration in Instrument 20110406000107060, in said Probate Office
- (8) Declaration of Easement and Master Protective Covenants as recorded in Instrument No. 200604210000186650 in said Probate Office.
- (9) Articles of Incorporation of Highland Village Residential Association, Inc. as recorded in Instrument

No. 20060314000120380 in the Probate Office of Shelby County, Alabama and re-recorded in Book LR200605, Page 6696 in the Probate Office of Jefferson County, Alabama.

- (10) Mineral and mining rights including but not limited to, title to all minerals within and underlying the premises, together with all oil and mineral 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 81, Page 417 in said Probate Office.
- (11) Right of way to Shelby County, Alabama as recorded in Deed Book 196, Pages 237, 248 and 254 and Instrument No. 1992-15747 and Instrument No. 1992-24264 in said Probate Office.
- (12) Right of way to Alabama Power Company as recorded in Deed Book 247, Page 905, Deed Book 139, Page 569, and Deed Book 134, Page 411 in said Probate Office.
- (13) Right of way as recorded in Shelby Real 103, Page 844 and Map Book 3, Page 148 in said Probate Office.
- (14) Easement for ingress/egress recorded in Deed Book 321, Page 812 in said Probate Office.
- (15) Articles of Incorporation of The Village at Highland Lakes Improvement District recorded as Instrument No. 20051209000637840 and the Notice of Final Assessment of Real Property as recorded in Instrument No. 20051213000644260 in said Probate Office.
- (16) Reservations, limitations, conditions and release of damages as recorded in Instrument No. 20051229000667950 in said Probate Office.
- (17) Memorandum of Sewer Service Agreement regarding The Village at Highland Lakes as recorded in Instrument No. 20121107000427760 in said Probate Office.
- (18) Declaration of Covenants, Conditions, and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Kelham Grove Neighborhood, including Natural Area easements and other easements, as recorded in Instrument No. 20130613000242820, in the Probate Office of Shelby County, Alabama,

Grantee agrees to observe and perform all obligations imposed upon said Grantees pursuant to the Declaration, including but not limited to the obligation to pay assessments levied on the property herein conveyed in accordance with the Declarations. NHS CORP. has constructed a park on the above described Lot 22 and the Grantee herein agrees to place covenants on Lot 22 restricting its use as a park and further to cause a new record plat for Lot 22 to dedicate Lot 22 as Common Area under the Declaration of Covenants, Conditions and Restrictions of The Village at Highland Lakes, a Residential Subdivision, Kelham Grove Neighborhood, including Natural Area easements and other easements, as recorded in Instrument No. 20130613000242820, in the Probate Office of Shelby County, Alabama and the Declaration of Easement and Master Protective Covenants for the Village at Highland Lakes as recorded in Instrument No. 200604210000186650 in said Probate Office.

TO HAVE AND TO HOLD, the property above described together with all and singular the rights, privileges, tenements, appurtenances, and improvement unto the said Grantee, its successors and assigns, in fee simple, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 18 day of August, 2015.

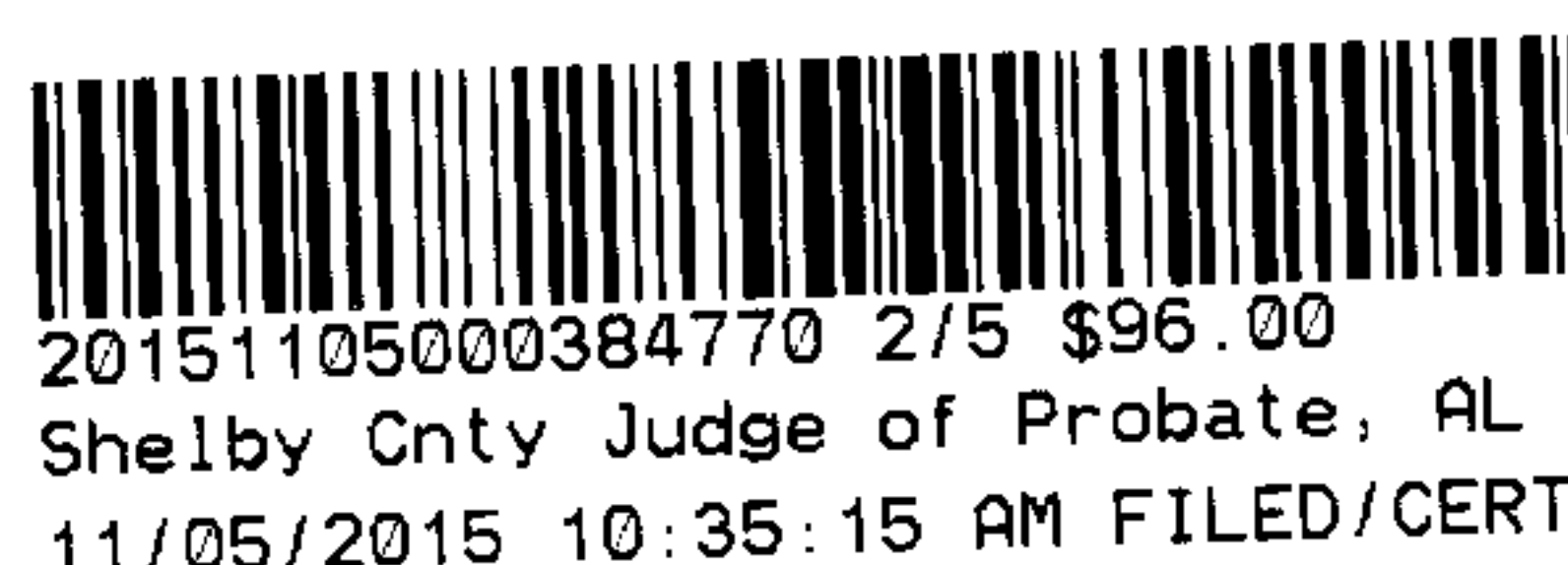
GRANTOR:
NSH CORP.
an Alabama corporation

By: _____

Levi Mixon

Its: Chief Financial Officer

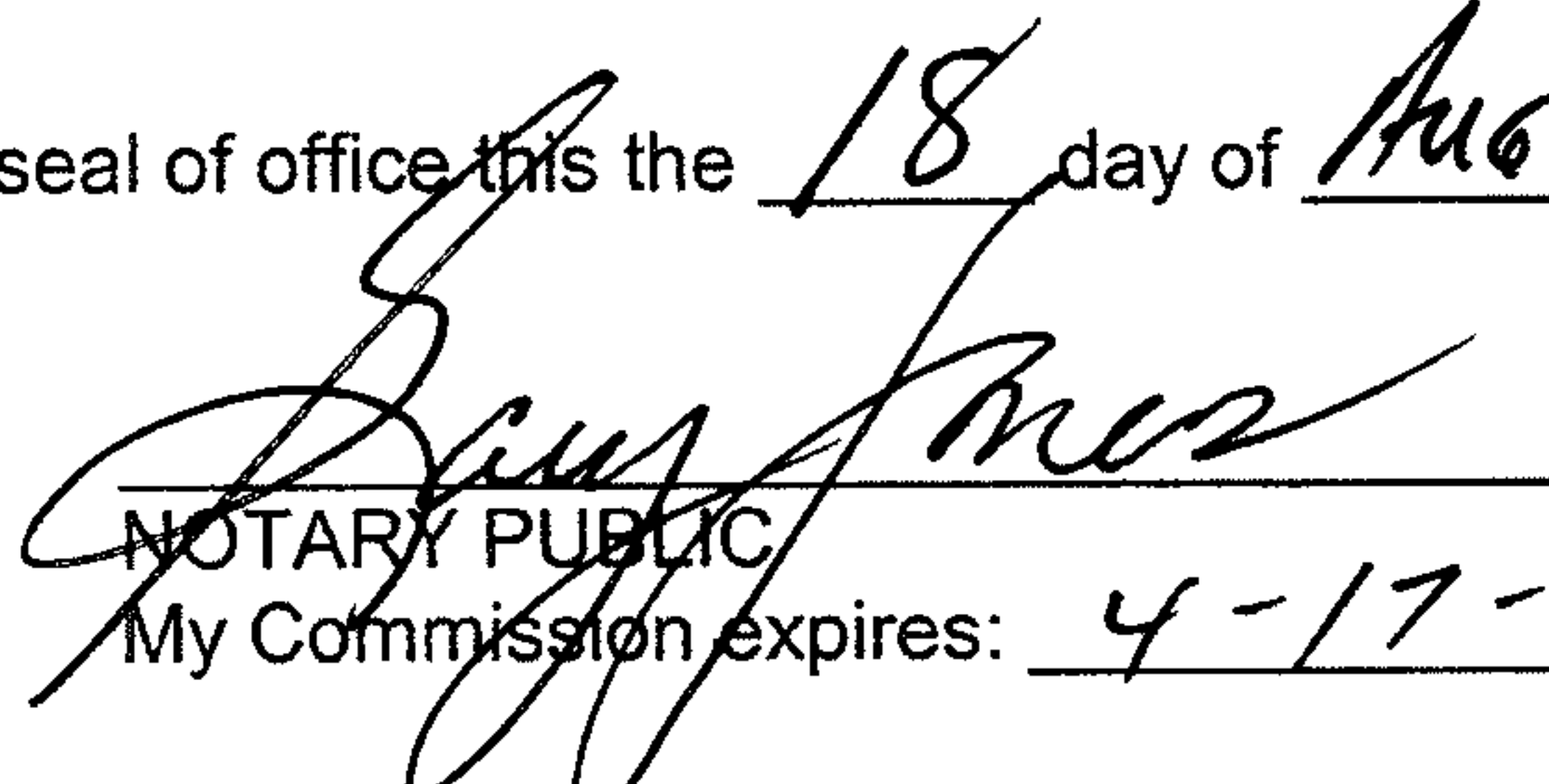
The Village at Highland Lakes, Kelham Grove Neighborhood
Lot 22 from NSH Corp. to Highland Village Residential Association, Inc.

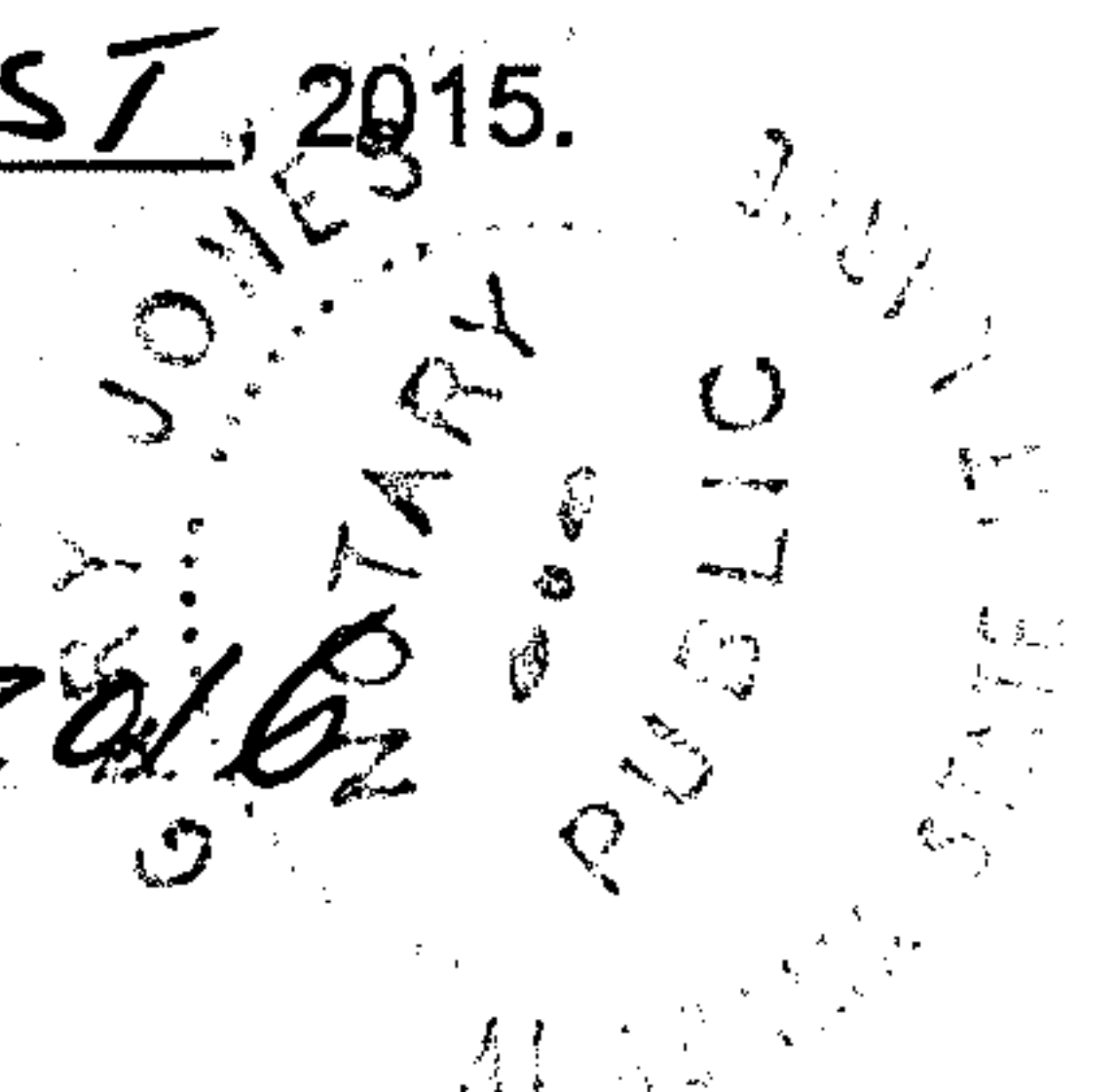


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Levi Mixon, whose name as Chief Financial Officer of NSH CORP., 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 18 day of August, 2015.


NOTARY PUBLIC
My Commission expires: 4-17-2016

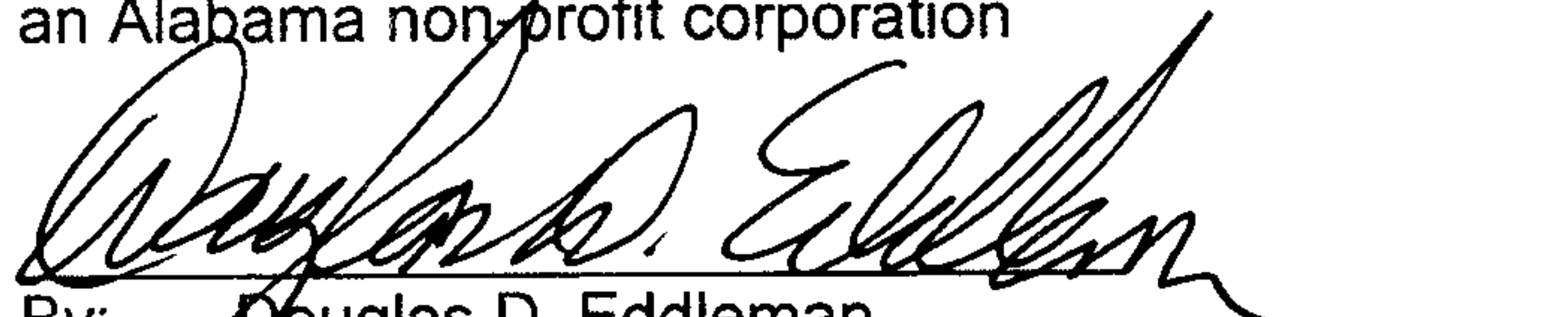


GARY JONES
Notary Public, Alabama State At Large
My Commission Expires April 17, 2016


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Shelby Cnty Judge of Probate, AL
11/05/2015 10:35:15 AM FILED/CERT

The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained herein above and Grantees, its successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

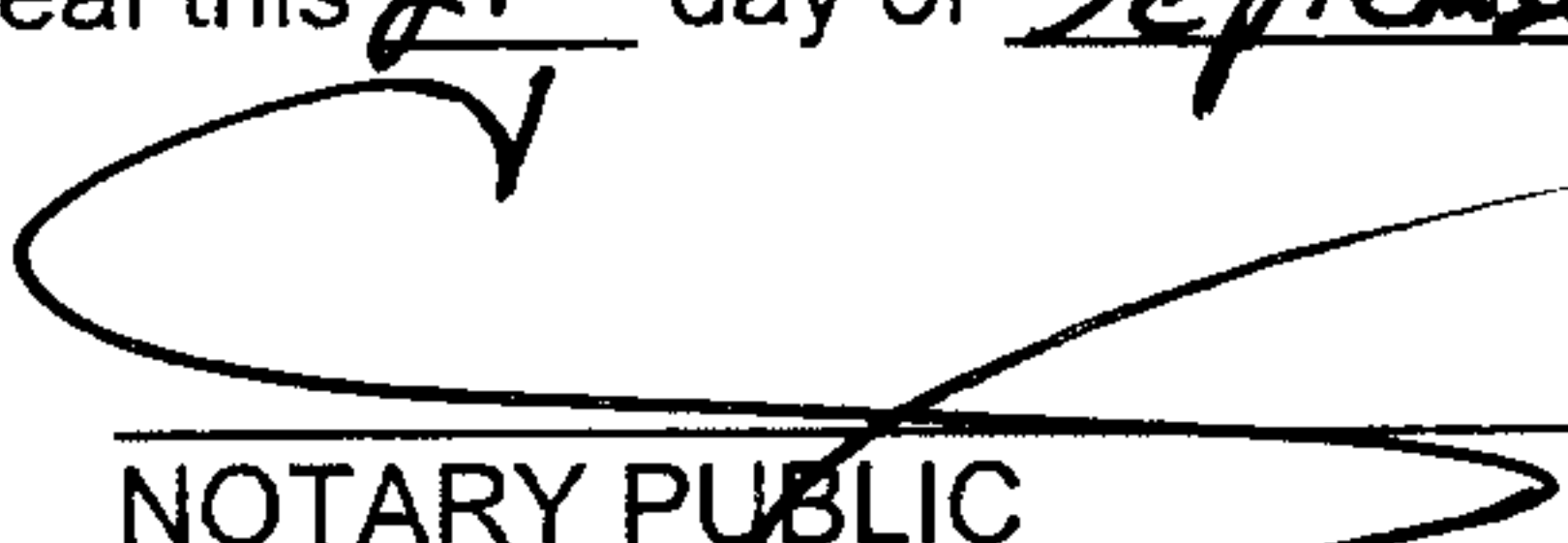
Highland Village Residential Association, Inc.
an Alabama non-profit corporation


By: Douglas D. Eddleman
Its: President

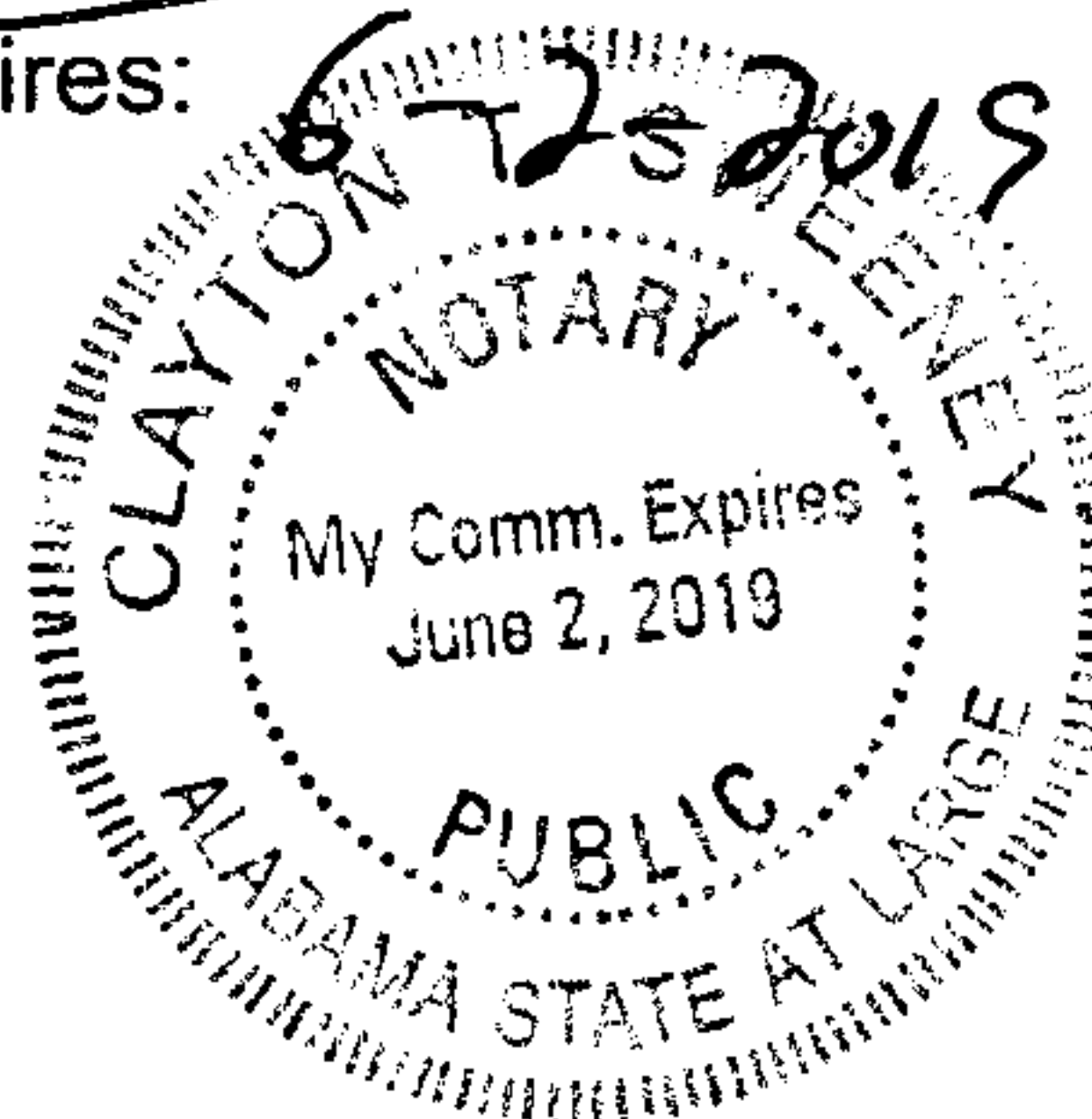
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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 President of Highland Village Residential Association, Inc. an Alabama non-profit 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 this 21st day of September 2015.


NOTARY PUBLIC

My Commission expires: 6-25-2019




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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	NSH Corp	Grantee's Name	Highland Village Residential Association, Inc.
Mailing Address	3545 Market Street Birmingham, AL 35226	Mailing Address	2700 Hwy. 280 E., Ste. 425 Birmingham, AL 35223
Property Address	Lot 22 Kelham Grove Village at Highland Lakes Birmingham, AL 35242	Date of Sale	August 18, 2015
		Total Purchase Price	\$
		or	
		Actual Value	\$
		or	
		Assessor's Market Value	\$ 70,000.00

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 Market Value
- ☐ Deed

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	NSH Corp.
	Print By: Levi Mixon, Chief Financial Officer
Unattested	Sign
(verified by)	(Grantor/Grantee/Owner/Agent) circle one



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