


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)


20160506000154500 1/5 \$26.50
Shelby Cnty Judge of Probate: AL
05/06/2016 03:13:31 PM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Ten and No/100 Dollars** (\$10.00) to the undersigned grantor, **THE VILLAGE AT HIGHLAND LAKES, INC.**, an Alabama Corporation (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **THE VILLAGE AT HIGHLAND LAKES, INC.**, 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 "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

LEGAL DESCRIPTION OF POOL AND CABANA AREA AT THE VILLAGE AT HIGHLAND LAKES:

A PARCEL OF LAND SITUATED IN THE SOUTHWEST ¼ OF SECTION 4 TOWNSHIP 19 SOUTH, RANGE 1 WEST SHELBY COUNTY, ALABAMA:

COMMON AREA C 1 AS SHOWN ON THE MAP OF THE VILLAGE AT HIGHLAND LAKES SECTOR 4- ENGLISH VILLAGE NEIGHBORHOOD, AS RECORDED IN MAP BOOK 44 PAGE 131 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. CONTAINING 0.9 ACRES, MORE OR LESS.

ALSO

A TRACT OF LAND SITUATED IN THE SOUTHWEST ¼ OF SECTION 4 TOWNSHIP 19 SOUTH RANGE 1 WEST SHELBY COUNTY, ALABAMA AND ABUTTING COMMON AREA C 1 AS SHOWN ON THE MAP OF THE VILLAGE AT HIGHLAND LAKES SECTOR 4- ENGLISH VILLAGE NEIGHBORHOOD, AS RECORDED IN MAP BOOK 44 PAGE 131 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

COMMENCE AT THE NORTHERNMOST CORNER OF SAID COMMON AREA C1, SAID POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF NORMAN DRIVE; THENCE RUN SOUTH 01°50'12" EAST ALONG THE WESTERLY BOUNDARY OF SAID COMMON AREA C1 FOR 86.63 FEET; THENCE RUN SOUTH 01°47'56" WEST, ALONG SAID BOUNDARY FOR 69.33 FEET; THENCE SOUTH 05°15'13" WEST ALONG SAID BOUNDARY FOR 2.75 FEET; THENCE SOUTH 71°17'58" WEST FOR 21.46 FEET; THENCE SOUTH 18°44'39" EAST FOR 30.56 FEET; THENCE NORTH 72°27'44" EAST FOR 7.79 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID COMMON AREA C 1; THENCE RUN NORTH 05°15'13" EAST ALONG SAID BOUNDARY FOR 33.61 FEET, TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; CONTAINING 448.5 SF OR 0.01 ACRES, MORE OR LESS.

Mineral and mining rights excepted.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2016 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) Transmission line permit(s) 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.
- (4) Right of way granted to Shelby County as set forth in Deed Book 196, Pages 237, 248 and 254; Instrument No. 20060630000314890; Instrument No. 20060630000315260 and Instrument No. 20060630000315270 in said Probate Office.
- (5) Easement to Shelby County as recorded in Instrument #1992-15747 and Instrument #1992-24264, in said Probate Office.
- (6) Ingress and egress easements as recorded in Real Book 321, Page 812, in said Probate Office.
- (7) Right of way for roadway as set forth in Real 103, Page 844 and Map Book 3, Page 148, in the Office of the Judge of Probate of Shelby County, Alabama.

- (8) Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, which provides, among other things, for an Association to be formed to assess and maintain the private roadways, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded as Instrument #2006421000186650, in said Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Highland Village Residential Association, Inc. as recorded as Instrument #2006031400012830, in the Office of the Judge of Probate of Jefferson County, Alabama.
- (9) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Sector Four – English Village Neighborhood, as recorded as Instrument #20150430000142220, in said Probate Office.
- (10) Subject to covenants, conditions and restrictions (deleting therefrom, and restrictions indicating any preference, limitation, or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Instrument #20041202000659280; Instrument No. 20060224000089280; Instrument No. 20060421000186650 and Instrument No. 20060421000186670 and amended in Instrument No. 20060712000335740, in said Probate Office.
- (11) Subdivision restrictions, limitations and conditions as set out in Map Book 36, Page 95 A-E, Map Book 37, Page 73, Map Book 37, Page 131, and Map Book 44, Page 131, in said Probate Office.
- (12) Title to all 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 81, Page 417, in said Probate Office.
- (13) Subject to the provision of Sections 2.3 and 2.6 of the Declaration, the property shall be subject to the following minimum setbacks:
 - (a) As per plot plan which must be approved by the ARC;
- (14) Articles of Incorporation of The Village at Highland Lakes Improvement District as recorded in Instrument # 20051209000637840 and Notice of Final Assessment of Real Property by The Village at Highland Lakes Improvement District as recorded in Instrument # 20051213000644260.
- (15) Right of way granted to Alabama Power Company as set forth in Instrument No. 20060630000315260; Instrument No. 20060630000315270 and Instrument No. 20060630000314890.
- (16) Grant of easement and restrictive covenants in favor of Alabama Power Company as recorded in Instrument No. 20060828000422180 and Instrument No. 20060828000422190.
- (17) Memorandum of Sewer Service Agreements regarding the Village at Highland Lakes in favor of Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121107000427760.

Grantee understands and agrees that Grantor has obtained from the Alabama Department of Environmental Management (ADEM) a General Permit for stormwater runoff from construction, excavation, land clearing, other land disturbance activities and associated areas to comply with the terms and conditions of said General Permit in the design and construction of improvements on the Property which shall include, without limitation, the preparation and implementation of a Best Management Practices Plan for structural and non-structural practices to prevent/minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil, grease, chemicals, etc.) to State waters in stormwater run-off in accordance with the requirements of the General Permit.

Grantee shall indemnify and hold Grantor harmless for any loss or damage suffered by the Grantor as a result of Grantee's violation of or failure to comply with the terms, conditions and requirements of the General Permit. Further, if Purchaser shall be in violation of the General Permit, Grantor shall have the right after 10 days notice to take such corrective action as may reasonably be necessary to cure such violation and Grantee shall indemnify and hold Grantor harmless for any costs reasonably incurred in taking any such corrective action.

Grantee hereby acknowledges that the Grantor herein may desire to annex its remaining or adjacent property within The Village at Highland Lakes in the City of Chelsea. Grantee agrees to cooperate with the Grantor in order to accomplish such annexation. Such cooperation may include, but not be limited to, the Grantor obtaining from the Grantee, its successors and assigns, an easement or fee simple right of way across or along a property line in a width sufficient for annexation in order to make Grantor's remaining property contiguous with property located within the City limits of Chelsea. Simultaneously with this conveyance of the Lots, Grantor hereby reserves any such easement or right of way necessary to annex its remaining property into the City of Chelsea, and Grantor hereby retains an irrevocable Limited Power of Attorney for the limited purposes of future annexation of the Grantor's remaining property should Grantor desire to annex said property into the City of Chelsea and of the easement property being conveyed to Grantee into the City of Chelsea. Grantor's reservation of easements for annexation purposes shall not

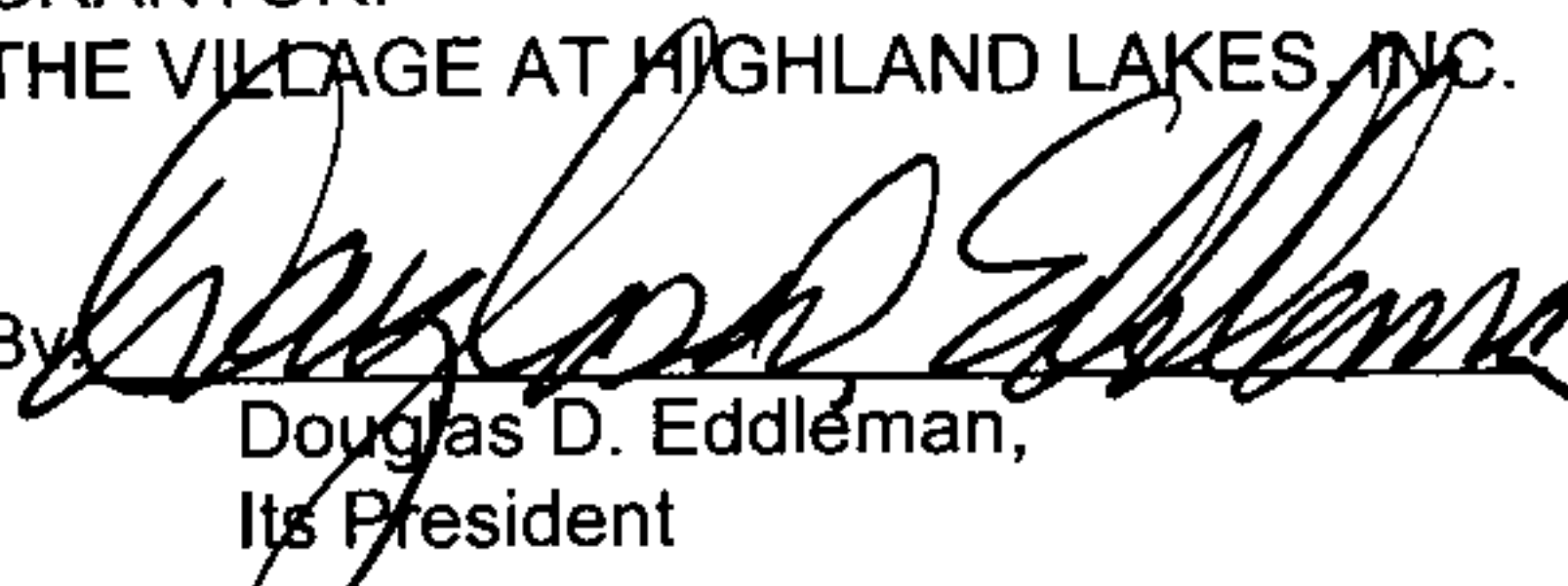
interfere with the building site on any lot. The foregoing shall be considered to a part of the Permitted Exceptions.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor and the Village at Highland Lakes, Inc., Village at Highland Lakes, Ltd., Eddleman Properties, Inc., Eddleman Realty, LLC, Eddleman Residential, LLC and Regent Park Homes, LLC (herein collectively referred to as the Village at Highland Lakes entities) their 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. Further, the Grantee, its successors and assigns hereby acknowledges that Grantor shall not be liable for and no action asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes or drainage problems in its present "AS IS" condition. 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 the term Grantor and Village at Highland Lakes entities shall mean and refer to (i) the officers, directors, agents and employees of Grantor and the Village at Highland Lakes entities as defined herein above and any successors or assigns hereof. 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 Grantee.

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, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 5th day of May, 2016.

GRANTOR:
THE VILLAGE AT HIGHLAND LAKES, INC.

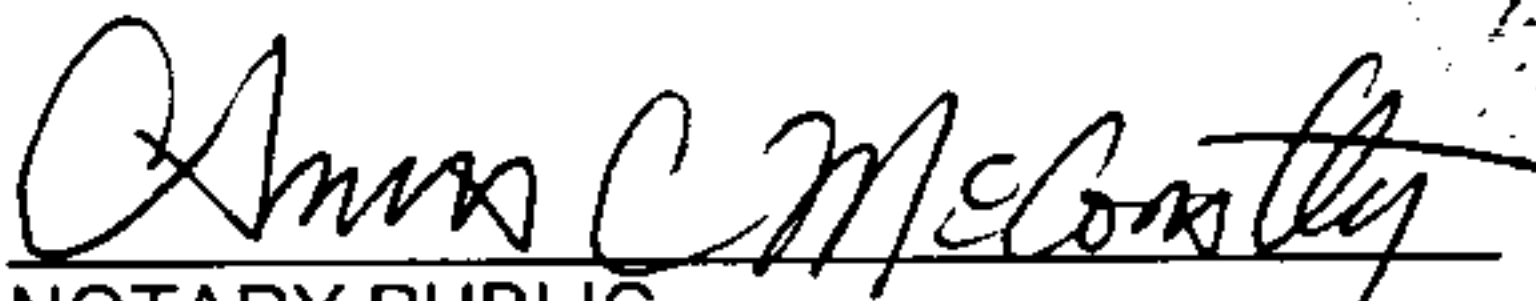
By 
Douglas D. Eddleman,
Its President


The Village at Highland Lakes – Pool and Cabana
The Village at Highland Lakes, Inc. 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 Douglas D. Eddleman, whose name as President of The Village at Highland Lakes, Inc., 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.

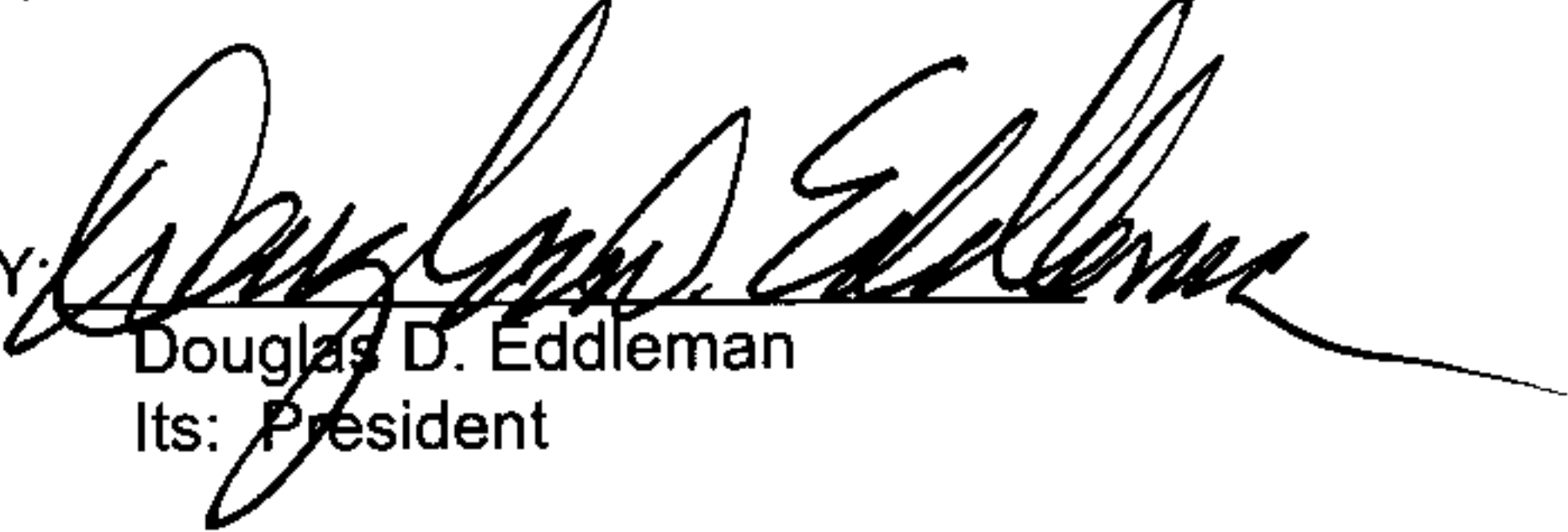
Given under my hand and official seal of office this the 5th day of May, 2016.


NOTARY PUBLIC
My Commission Expires: June 29, 2018


20160506000154500 3/5 \$26.50
Shelby Cnty Judge of Probate, AL
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The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantee, 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.

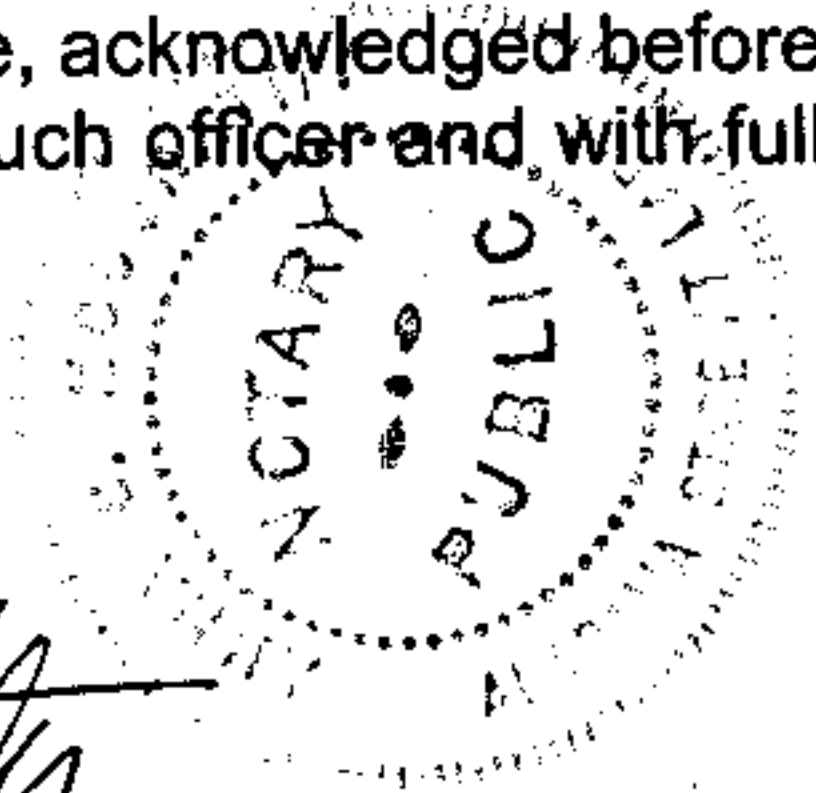
BY: 
Douglas D. Eddleman
Its: President

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 Highland Village Residential Association, Inc., an Alabama non-profit 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 5th day of May, 2016.


NOTARY PUBLIC
My Commission Expires: June 29, 2018



Real Estate Sales Validation Form

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

Grantor's Name	The Village at Highland Lakes, Inc.	Grantee's Name	Highland Village Residential Association, Inc.
Mailing Address	2700 Hwy. 280 E., Ste. 425 Birmingham, AL 35223	Mailing Address	2700 Hwy. 280 E., Ste. 425 Birmingham, AL 35223
Property Address	<u>Metes and Bounds Common Area</u>		Date of Sale <u>May 5, 2016</u>
		Total Purchase Price	\$ _____
		or	_____
		Actual Value	\$ _____
		or	_____
		Assessor's Market Value	\$ <u>500.00</u>

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)

- | | |
|--|---|
| <input type="checkbox"/> Bill of Sale | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract | <input checked="" type="checkbox"/> Other - Common Area Property No Separate Market Value |
| <input type="checkbox"/> Closing Statement | <input type="checkbox"/> 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 _____

The Village at Highland Lakes, Inc.
Print by Clayton T. Sweeney, Attorney At Law

Unattested

(verified by)

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


20160506000154500 5/5 \$26.50
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