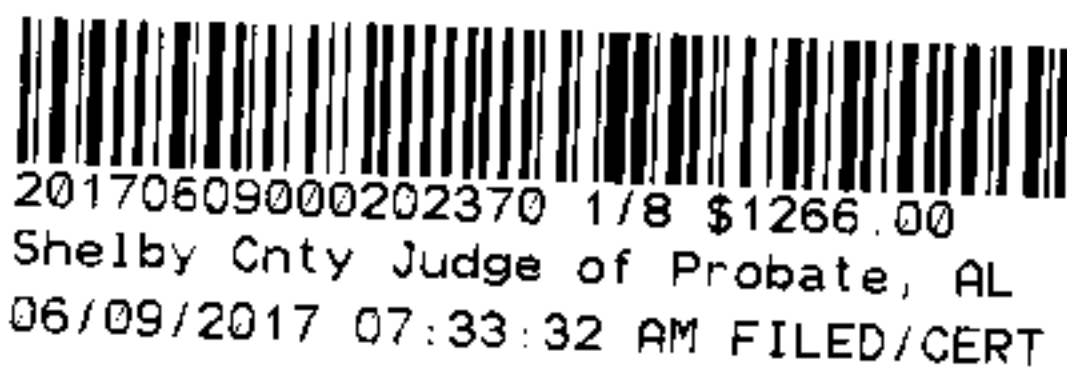


This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East, Suite 160
Birmingham, Alabama 35223

Send Tax Notice to:
Eddleman Residential LLC
2700 Highway 280 East, Suite 425
Birmingham, Alabama 35223

STATE OF ALABAMA)
COUNTY OF SHELBY)



STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Million Two Hundred Thirty Thousand and No/100 Dollars (\$1,230,000.00) 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 **EDDLEMAN RESIDENTIAL, LLC**, an Alabama limited liability company, (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

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, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

Mineral and mining rights excepted.

The preparer of this instrument makes no representation was to the status of the title conveyed herein, Legal description provided by Grantee. No title search requested nor conducted.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2017 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) Existing Easements, restrictions, rights of Way, and limitations of record
- (4) 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.
- (5) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Sector One, as recorded as Instrument #20060421000186670, in said Probate Office.
- (6) 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.
- (7) Subdivision restrictions, limitations and conditions as set out in Map Book 36, Page 95 A-E, Map Book 37, Page 73 A-E and Map Book 38, Page 24 A-E, in said Probate Office.
- (8) 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.
- (9) Subject to the provision of Sections 2.3 and 2.6 of the Declaration, the property shall be subject to the following minimum setbacks:

CLAYTON T. SWEENEY, ESQUIRE

(a) As per plot plan which must be approved by the ARC;

- (10) 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.

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.

The Grantor is the Developer under the Declaration of Easements and Master Covenants for The Village at Highland Lakes, a Residential Subdivision, (recorded as Instrument Number 20060421000186650 in the Probate Office of Shelby County, Alabama) (the "Master Covenants"). In accordance with Section 11.17 of the Master Covenants, Grantor hereby assigns to Grantee with respect to the property herein conveyed (the "Lots") the Developer's rights under Section 6.4 of the Master Covenants so that the Lots shall be deemed to be owned by the Developer pursuant to Section 6.4 of the Master Covenants and each Lot shall be exempt from Assessments (as defined in the Master Covenants) until the sooner of either (i) the conveyance of the Lot to a person other than the Developer at which time the Assessments shall commence on the Lot so conveyed in accordance with Section 6.4 of the Master Covenants or (ii) the Developer elects to pay Common Area Assessments and Sector Assessments on the Lots owned by the Developer in accordance with Section 6.4 of the Master Covenants at which time Assessments shall commence on all of the Lots then owned by Grantee; provided that notwithstanding the foregoing, the Lots herein conveyed shall be subject to payment of the initial Special Assessment in accordance with Section 6.3 of the Master Covenants. Except for the limited assignment of rights herein set forth, the Grantee shall have no other rights of the Developer under the Master Covenants with respect to the Lots or otherwise.

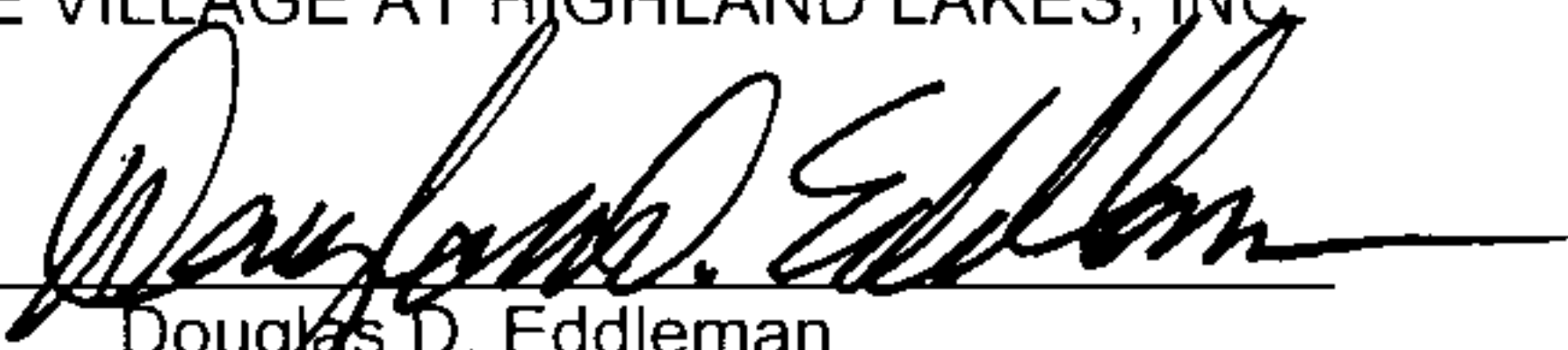
This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor and 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 23rd day of May, 2017.

GRANTOR:
THE VILLAGE AT HIGHLAND LAKES, INC

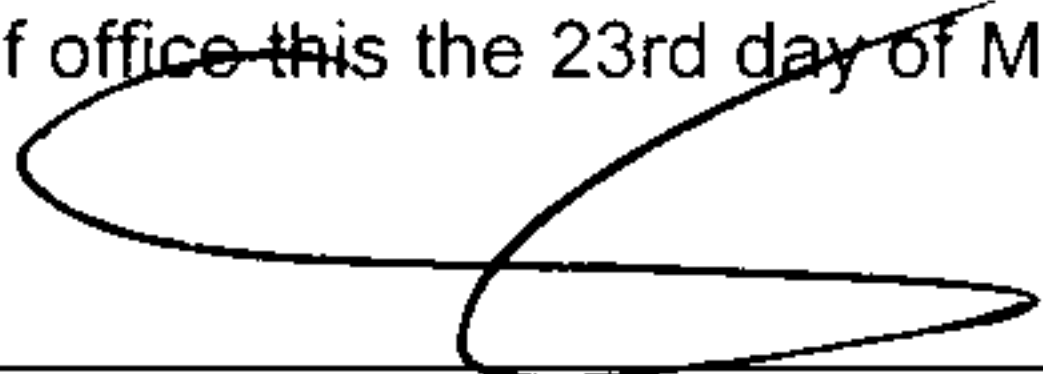
By: 
Douglas D. Eddleman,
Its President

The Village at Highland Lakes – Phase 4, 5th Sector
22.44 acres
The Village at Highland Lakes, Inc. to
Eddleman Residential, LLC

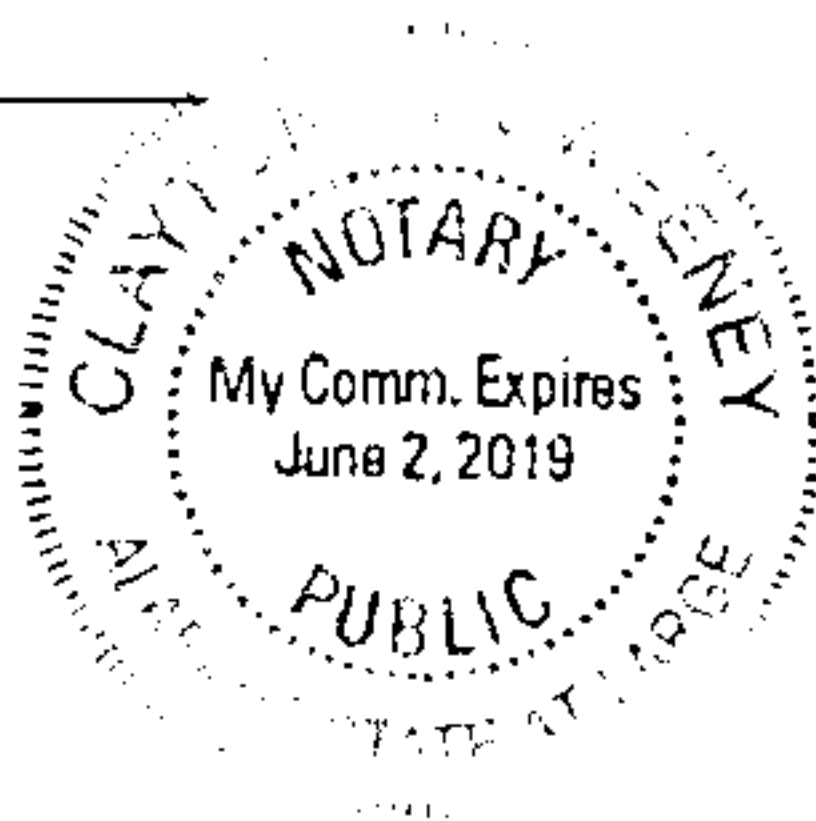
State of Alabama)
County of Jefferson)


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 23rd day of May, 2017.



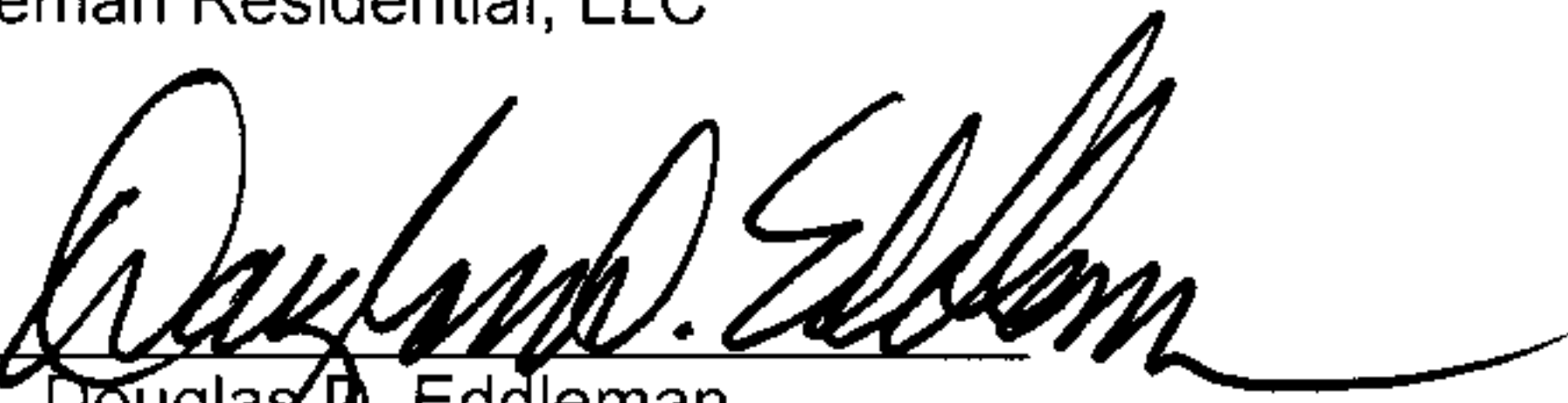
NOTARY PUBLIC
My Commission expires: 6/2/2019




20170609000202370 3/8 \$1266.00
Shelby Cnty Judge of Probate, AL
06/09/2017 07:33:32 AM 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.


Eddleman Residential, LLC

BY: 
Douglas D. Eddleman
Its: President and CEO

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 and CEO of Eddleman Residential, LLC, an Alabama limited liability company, 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 limited liability company.

Given under my hand and official seal this 23rd day of May, 2017.



NOTARY PUBLIC
My Commission expires: 6/2/2019






20170609000202370 4/8 \$1266.00
Shelby Cnty Judge of Probate, AL
06/09/2017 07:33:32 AM FILED/CERT

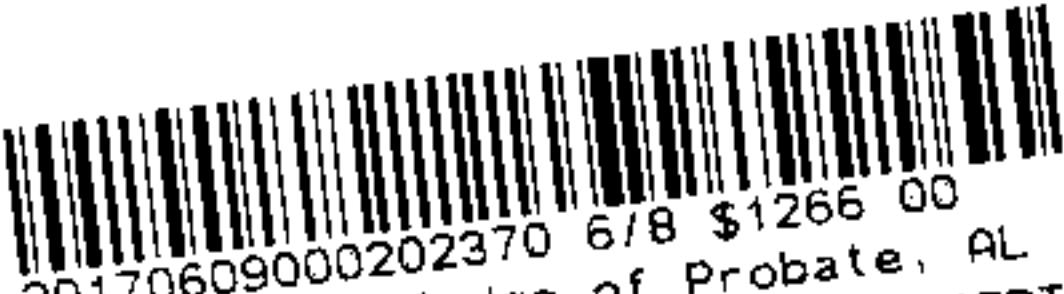
EXHIBIT "A"


20170609000202370 5/8 \$1266.00
Shelby Cnty Judge of Probate, AL
06/09/2017 07:33:32 AM FILED/CERT

LEGAL DESCRIPTION OF A TRACT OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY ALABAMA; AND TO BE KNOWN AS VILLAGE AT HIGHLAND LAKES, PHASE 4, 5TH SECTOR AND SHOWN ON THE ATTACHED EXHIBIT

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 25 MINUTES 46 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 4 FOR 1331.46 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE RUN NORTH 00 DEGREES 35 MINUTES 46 SECONDS WEST ALONG THE WEST LINE OF SAID QUARTER - QUARTER SECTION FOR 2539.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE RUNNING NORTH 00 DEGREES 35 MINUTES 46 SECONDS WEST ALONG SAID QUARTER - QUARTER LINE FOR 512.94 FEET; THENCE RUN SOUTH 53 DEGREES 41 MINUTES 01 SECONDS EAST FOR 415.71 FEET; TO A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 630.00 FEET, A CHORD BEARING OF NORTH 36 DEGREES 41 MINUTES 41 SECONDS EAST, AND A CHORD LENGTH OF 8.32 FEET; THENCE RUN ALONG SAID ARC FOR 8.32 FEET; THENCE RUN SOUTH 52 DEGREES 55 MINUTES 37 SECONDS EAST FOR 171.81 FEET; THENCE RUN SOUTH 64 DEGREES 09 MINUTES 19 SECONDS EAST FOR 400.00 FEET; THENCE RUN SOUTH 63 DEGREES 45 MINUTES 47 SECONDS EAST FOR 106.78 FEET; THENCE RUN SOUTH 52 DEGREES 17 MINUTES 25 SECONDS EAST FOR 123.93 FEET; THENCE RUN SOUTH 35 DEGREES 50 MINUTES 16 SECONDS EAST FOR 118.33 FEET; THENCE RUN SOUTH 60 DEGREES 20 MINUTES 47 SECONDS WEST FOR 140.00 FEET; THENCE RUN SOUTH 29 DEGREES 39 MINUTES 13 SECONDS EAST FOR 158.48 FEET; TO A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING OF SOUTH 48 DEGREES 30 MINUTES 21 SECONDS EAST, AND A CHORD LENGTH OF 96.94 FEET; THENCE RUN ALONG SAID ARC FOR 98.71 FEET; THENCE RUN SOUTH 67 DEGREES 21 MINUTES 28 SECONDS EAST FOR 101.37 FEET; THENCE RUN NORTH 22 DEGREES 38 MINUTES 32 SECONDS EAST FOR 140.00 FEET; THENCE RUN SOUTH 67 DEGREES 21 MINUTES 28 SECONDS EAST FOR 95.44 FEET; THENCE RUN SOUTH 71 DEGREES 12 MINUTES 58 SECONDS EAST FOR 75.88 FEET; THENCE RUN NORTH 17 DEGREES 03 MINUTES 39 SECONDS EAST FOR 212.32 FEET; THENCE RUN SOUTH 86 DEGREES 46 MINUTES 09 SECONDS EAST FOR 141.88 FEET; THENCE RUN NORTH 75 DEGREES 55 MINUTES 12 SECONDS EAST FOR 61.76 FEET; THENCE RUN SOUTH 72 DEGREES 56 MINUTES 21 SECONDS EAST FOR 85.00 FEET; THENCE RUN SOUTH 22 DEGREES 19 MINUTES 51 SECONDS EAST FOR 140.29 FEET; THENCE RUN SOUTH 05 DEGREES 24 MINUTES 46 SECONDS WEST FOR 135.26 FEET; THENCE RUN SOUTH 39 DEGREES 26 MINUTES 06 SECONDS WEST FOR 233.93 FEET; TO A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 68 DEGREES 54 MINUTES 25 SECONDS WEST, AND A CHORD LENGTH OF 185.67 FEET; THENCE RUN ALONG SAID ARC FOR 188.88 FEET; THENCE RUN NORTH 87 DEGREES 14 MINUTES 56 SECONDS WEST FOR 100.12 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 290.00 FEET, A CHORD BEARING OF NORTH 77 DEGREES 18 MINUTES 12 SECONDS WEST, AND A CHORD LENGTH OF 100.17 FEET; THENCE RUN ALONG SAID ARC FOR 100.68 FEET; THENCE RUN NORTH 67 DEGREES 21 MINUTES 28 SECONDS WEST FOR 24.55 FEET; THENCE RUN SOUTH 21 DEGREES 42 MINUTES 53 SECONDS WEST FOR 66.53 FEET; THENCE RUN NORTH 72 DEGREES 15 MINUTES 49 SECONDS WEST FOR 120.00 FEET; TO A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 420.00 FEET, A CHORD BEARING OF NORTH 18 DEGREES 51 MINUTES 05 SECONDS EAST, AND A CHORD LENGTH OF 16.35 FEET; THENCE RUN ALONG SAID ARC FOR 16.35 FEET; THENCE RUN NORTH 70 DEGREES 02 MINUTES 01 SECONDS WEST FOR 60.00 FEET; THENCE RUN NORTH 71 DEGREES 00 MINUTES 33 SECONDS WEST FOR 115.01 FEET; THENCE RUN NORTH 71 DEGREES 06 MINUTES 59 SECONDS WEST FOR 41.05 FEET; THENCE RUN NORTH 71 DEGREES 06 MINUTES 59 SECONDS WEST FOR 55.34 FEET; THENCE RUN SOUTH 06 DEGREES 49 MINUTES 44 SECONDS WEST FOR 322.33 FEET; THENCE RUN SOUTH 06 DEGREES 26 MINUTES

15 SECONDS WEST FOR 60.01 FEET; THENCE RUN NORTH 82 DEGREES 43 MINUTES 50 SECONDS WEST FOR 16.02 FEET; THENCE RUN SOUTH 07 DEGREES 16 MINUTES 10 SECONDS WEST FOR 125.00 FEET; THENCE RUN NORTH 82 DEGREES 43 MINUTES 50 SECONDS WEST FOR 63.00 FEET; THENCE RUN NORTH 79 DEGREES 10 MINUTES 13 SECONDS WEST FOR 81.58 FEET; THENCE RUN NORTH 65 DEGREES 39 MINUTES 08 SECONDS WEST FOR 91.29 FEET; THENCE RUN NORTH 50 DEGREES 52 MINUTES 42 SECONDS WEST FOR 91.29 FEET; THENCE RUN NORTH 59 DEGREES 14 MINUTES 07 SECONDS WEST FOR 75.14 FEET; THENCE RUN NORTH 10 DEGREES 56 MINUTES 23 SECONDS WEST FOR 514.54 FEET; THENCE RUN NORTH 12 DEGREES 20 MINUTES 36 SECONDS EAST FOR 160.05 FEET; THENCE RUN NORTH 25 DEGREES 50 MINUTES 41 SECONDS EAST FOR 55.02 FEET; THENCE RUN NORTH 58 DEGREES 26 MINUTES 41 SECONDS WEST FOR 100.50 FEET; THENCE RUN NORTH 75 DEGREES 45 MINUTES 37 SECONDS WEST FOR 160.91 FEET TO A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 805.00 FEET, A CHORD BEARING OF NORTH 15 DEGREES 26 MINUTES 20 SECONDS EAST, AND A CHORD LENGTH OF 33.69 FEET; THENCE RUN ALONG SAID ARC FOR 33.69 FEET; THENCE RUN NORTH 73 DEGREES 21 MINUTES 44 SECONDS WEST FOR 182.61 FEET TO THE POINT OF BEGINNING.
SAID TRACT OF LAND CONTAINING 977,568 SQ. FT. OR 22.44 ACRES MORE OR LESS.


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Shelby Cnty Judge of Probate, AL
06/09/2017 07:33:32 AM FILED/CERT

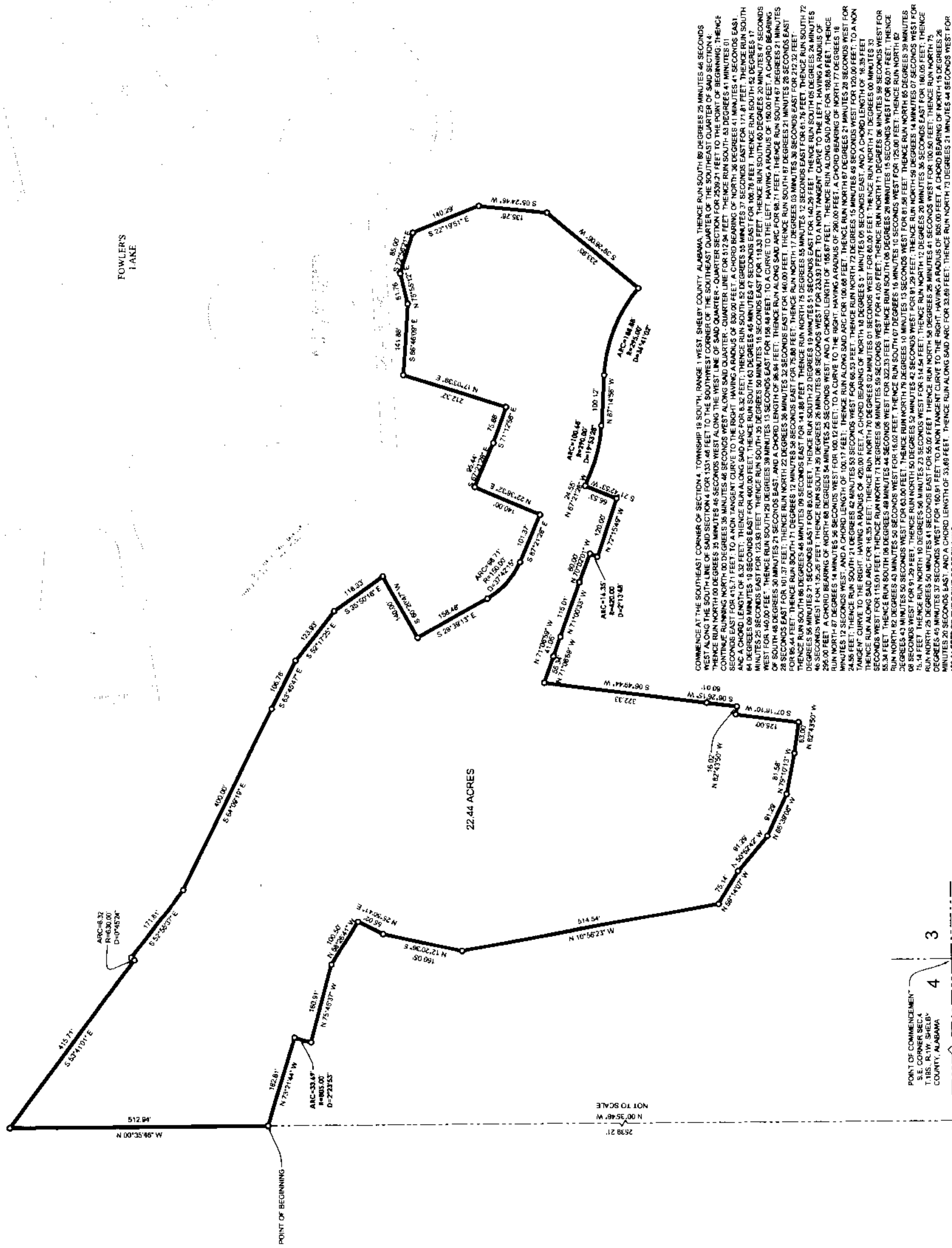
..SITUATED IN SECTION 3 AND 4, TOWNSHIP 19 SOUTH,
RANGE 1 WEST, SHELBY COUNTY, ALABAMA




GRAPHIC SCALE



20170609000202370 7/8 \$1266.00
Shelby Cnty Judge of Probate: AL
06/09/2017 07:33:32 AM FILED/CERT

[illegible]



ARRINGTON ENGINEERING

Civil Engineers - Surveyors - Land Planners

Phone: (205) 985-5315

Fax: (205) 985-5385

2032 Valleydale Road
Birmingham AL 35244

ENGINE BY: JDA

CHECKED BY: JDA

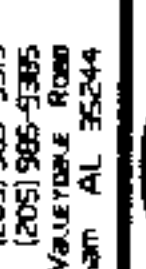
DATE: 5-15-2017

SCALE: 1" = 100'

SHEET COUNT: 6/6

PROJECT NO.: 65242

SHEET: 1 OF 1



PROJECT TITLE:

THE VALLEYDALE LAKES PHASE 4, 5 & 6 SITE

LOCATION & DESCRIPTION:

SITUED IN SECTION 3 AND 4, TOWNSHIP 12 SOUTH, RANGE 3 EAST, COUNTY, ALABAMA

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 Eddleman Residential, LLC

Mailing Address 2700 Hwy. 280, Ste. 425
Birmingham, AL 35223

Mailing Address 2700 Hwy. 280, Ste. 425
Birmingham, AL 35223

Property Address Metes and Bounds

Date of Sale May 23, 2017

20170609000202370 8/8 \$1266.00
Shelby Cnty Judge of Probate, AL
06/09/2017 07:33:32 AM FILED/CERT

Total Purchase Price \$1,230,000.00

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
☐ 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 Douglas D. Eddleman, President

Unattested
(verified by)

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