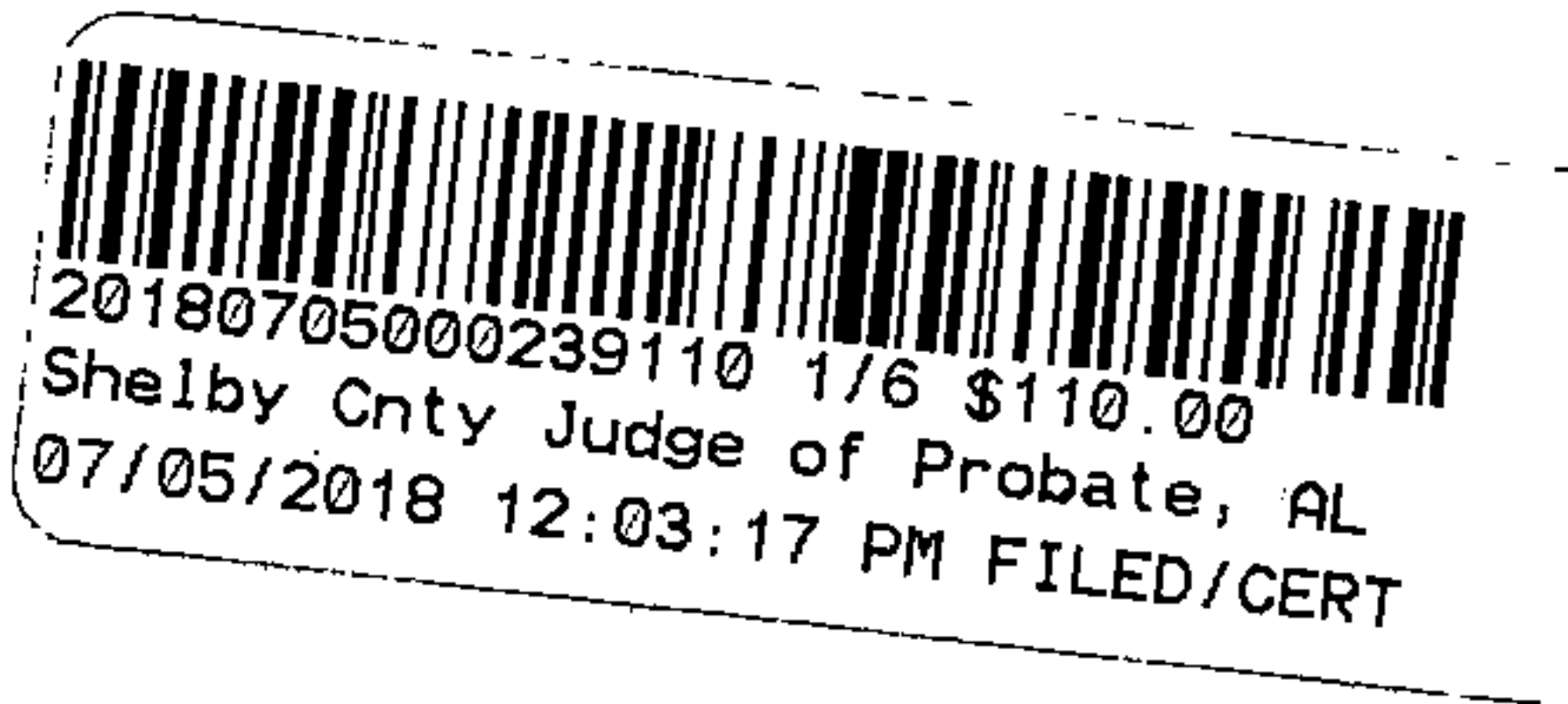


This instrument was prepared by:  
Clayton T. Sweeney, Esquire  
2700 Highway 280 East, Suite 160  
Birmingham, Alabama 35223

Send Tax Notice to:  
James Woods Development Inc.  
1803 Shady Bay Drive  
Jacksons Gap, AL 36861

STATE OF ALABAMA )  
COUNTY OF SHELBY )



STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of **Eighty Thousand and No/100 Dollars (\$80,000.00)** to the undersigned grantor, **EDDLEMAN RESIDENTIAL, LLC**, an Alabama limited liability company, (herein referred to as "Grantor"), in hand paid by Grantees named herein, the receipt of which is hereby acknowledged, the said **EDDLEMAN RESIDENTIAL, LLC**, an Alabama limited liability company, does by these presents, grant, bargain, sell and convey unto **JAMES WOODS DEVELOPMENT INC., an Alabama corporation** (hereinafter referred to as "Grantee") its successors and assigns, the following described real estate (the "property"), situated in **Shelby County, Alabama**, to-wit:

Lot 24, according to the 2nd Amendment to the Amended Map of a Single Family Residential Subdivision The Village at Highland Lakes, Sector One, an Eddleman Community, as recorded in Map Book 38, Page 24 A, B, C, D & E, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Areas all as more particularly described in the Declaration of 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, a Residential Subdivision, Sector One, recorded as Instrument No. 20060421000186670, Amendment as recorded in Instrument No. 20060712000335740, Supplementary Declaration recorded in Instrument No. 20151230000442810, 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.

Shelby County, AL 07/05/2018  
State of Alabama  
Deed Tax: \$80.00

This instrument is executed as required by the Articles of Organization and Operational Agreement of said limited liability company and same have not been modified or amended.

The above property is conveyed subject to:

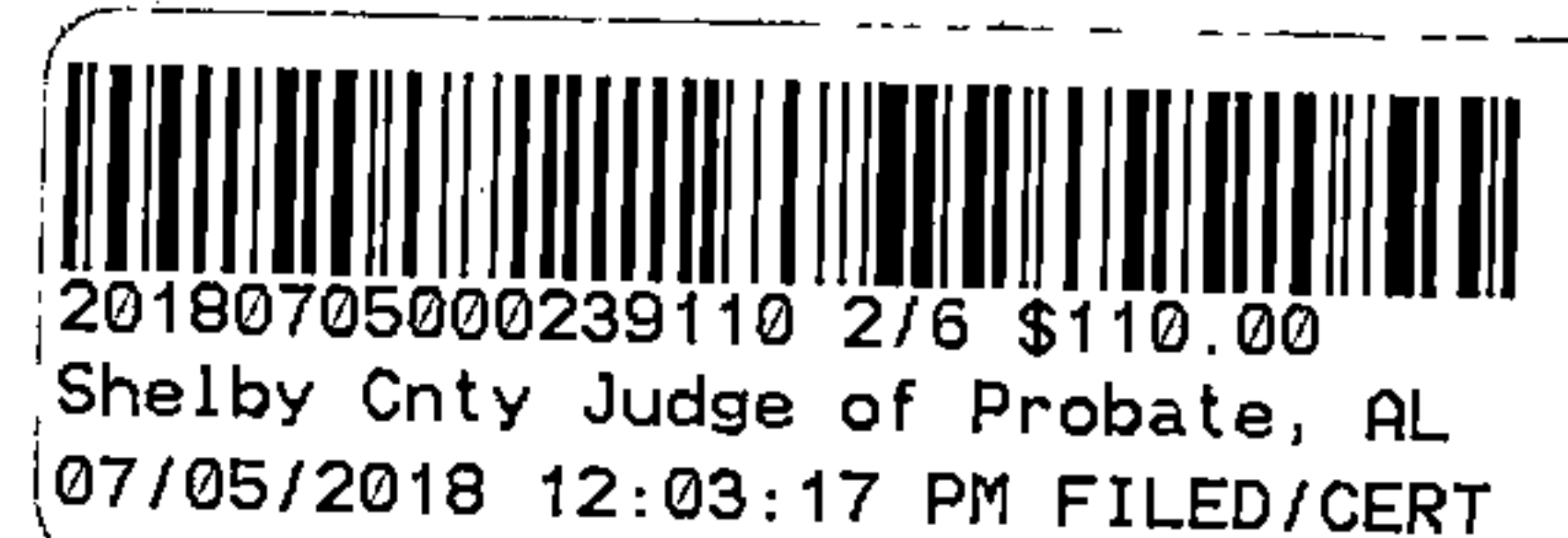
- (1) Ad Valorem taxes due and payable October 1, 2018 and all subsequent years thereafter, including any "roll-back taxes."
- (2) Public utility easements as shown by recorded plat, including any storm or sewer easements as shown on recorded plat.
- (3) Transmission line permit(s) to Alabama Power Company 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

CLAYTON T. SWEENEY, ATTORNEY AT LAW



of the Judge of Probate of Shelby County, Alabama, and recorded in Book LR200605 Page 6696, in the Probate Office of Jefferson County, Alabama.

- (9) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Sector One, as recorded as Instrument #20060421000186670, 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, and Supplementary Declaration recorded in Instrument 20151230000442810, in the Probate Office of Shelby County, Alabama..
- (11) Subdivision restrictions, limitations and conditions as set out in Map Book 38, Page 24 A-E, 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) Memorandum of Sewer Service Agreement regarding The Village at Highland Lakes in favor or Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121107000427760.
- (16) Grant of easement and restrictive covenants in favor of Alabama Power Company as recorded in Instrument No. 20060828000422180 and Instrument No. 20060828000422190 in the Probate Office of Shelby County, Alabama.
- (17) Grant of easement and restrictive covenants in favor or Alabama Power Company recorded in Instrument No. 20060630000314890; Instrument No. 20060630000315260; Instrument No. 20060630000315270; Instrument No. 200804010001300220 and Instrument No. 20140718000220540 in the Probate Office of Shelby County, Alabama.
- (18) Restrictions, Covenants, Conditions, Limitations, Release of Damages and Mineral and Mining Rights as recorded in Instrument No.20170609000202380, in the Probate Office of Shelby County, Alabama.
- (19) See attached Exhibit "A" Covenant For Storm Water Run-Off Control.



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.

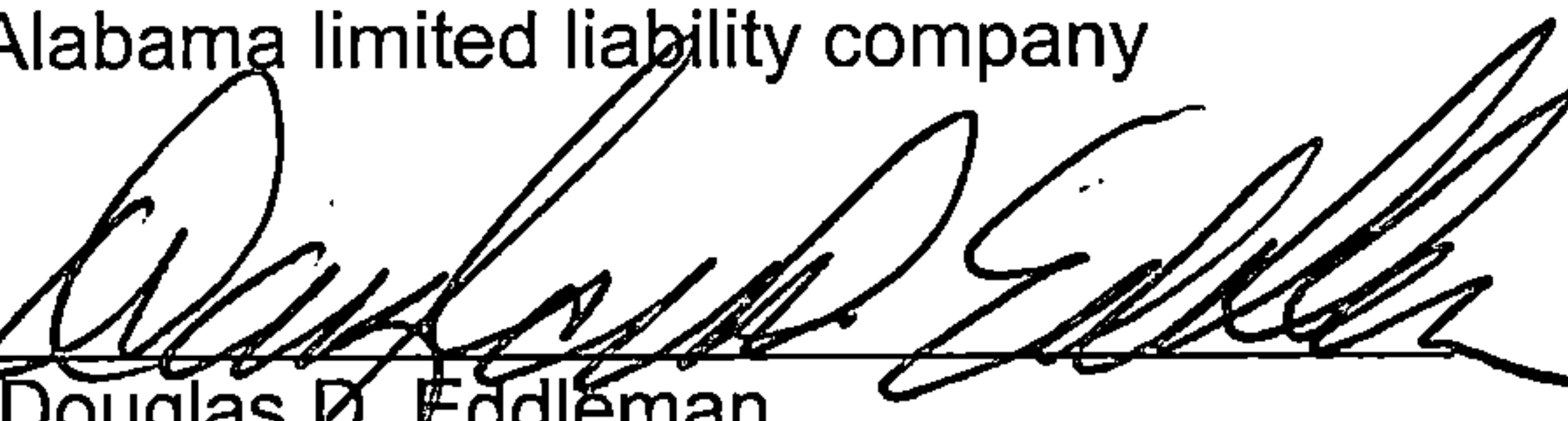


This instrument is executed as required by the Articles of Organization and Operational Agreement of said limited liability company and same have not been modified or amended.

**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 representative this 28th day of June, 2018.

GRANTOR:  
EDDLEMAN RESIDENTIAL, LLC  
an Alabama limited liability company


By:   
Douglas D. Eddleman  
Its: President and CEO

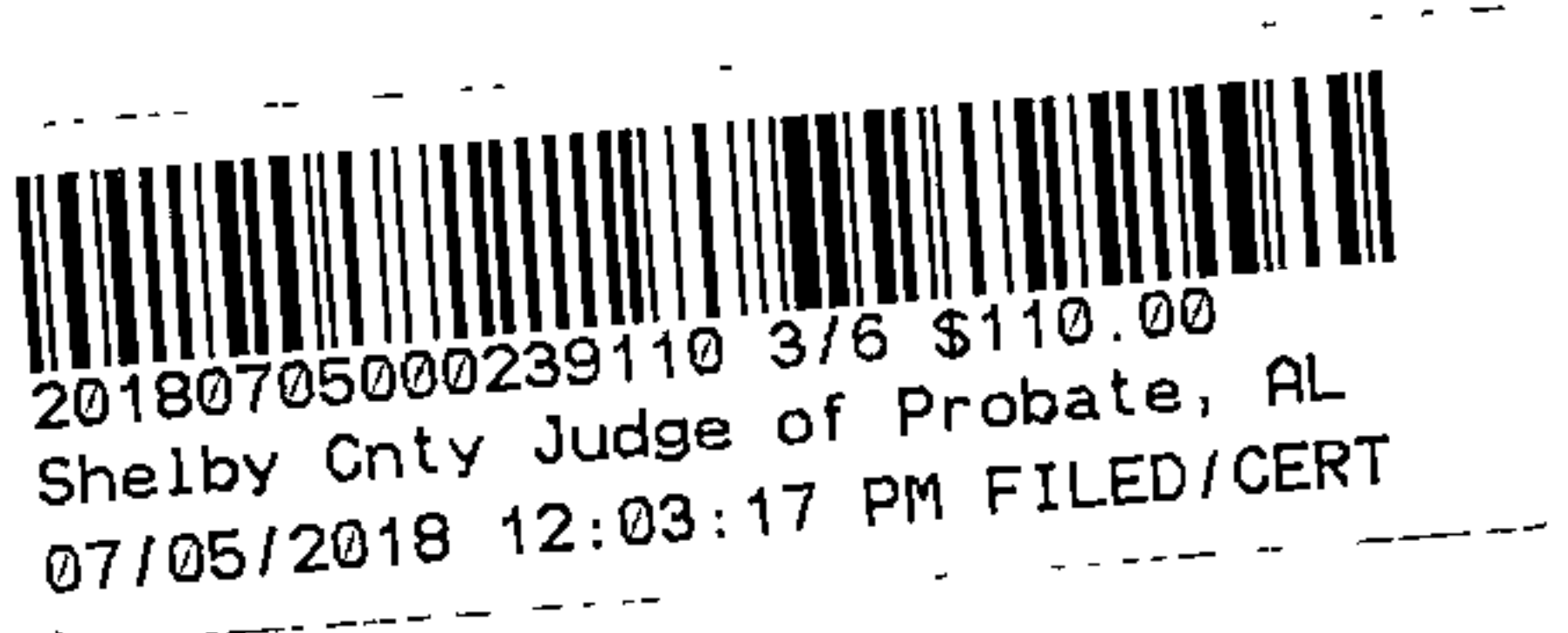
The Village at Highland Lakes - Sector One  
Lot 24, James Woods Development Inc.

STATE OF ALABAMA                    )  
COUNTY OF JEFFERSON            )

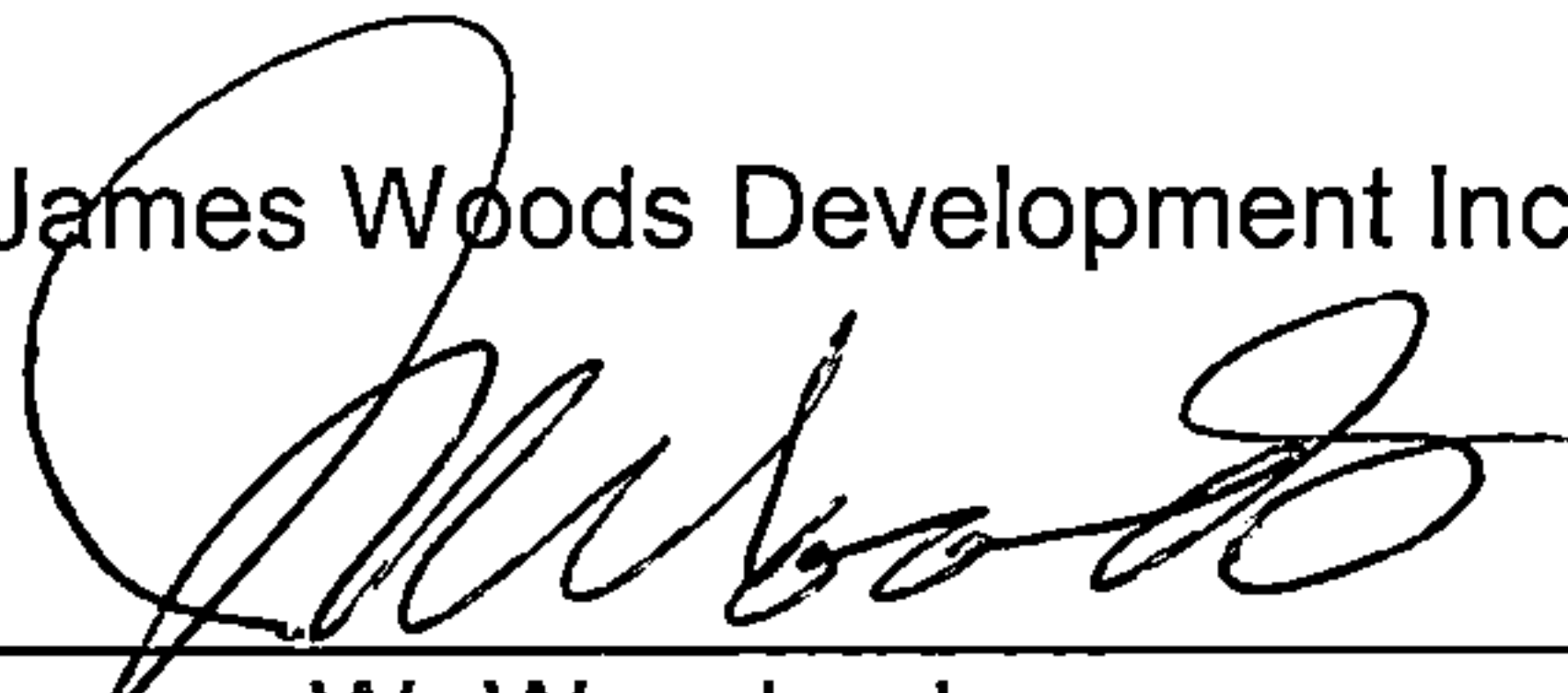
I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President and CEO of Eddleman Residential, LLC, an Alabama limited liability company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such President and CEO, 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 of office this the 28th day of June, 2018.

  
NOTARY PUBLIC  
My Commission Expires: 06-02-2019





The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantee, his successors and assigns, agrees and understands that the property conveyed herein is subject to the foregoing covenants and restrictions.

James Woods Development Inc.  
By:   
James W. Woods, Jr.  
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 James W. Woods, Jr., whose name as President of James Woods 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 Instrument, he as President and with full authority, signed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 28th day of June, 2018.

  
NOTARY PUBLIC  
My Commission Expires: 06/02/2019  



  
20180705000239110 4/6 \$110.00  
Shelby Cnty Judge of Probate, AL  
07/05/2018 12:03:17 PM FILED/CERT

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Statutory Warranty Deed dated June 29, 2018 from Highland Lakes Development, LLLP (Grantor) to James Woods Development, Inc. (Grantee)

COVENANT FOR STORM WATER RUN-OFF CONTROL

Grantee does, for itself, its successors and/or assigns, herewith covenant and agree to take all measures necessary to prevent/minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil & grease, chemicals, material, etc.) to waters of the State from disturbed areas within the boundaries of the property herein conveyed.

Grantee further covenants to exercise applicable Best Management Practices (BMPs) for control of pollutants in storm water run-off as provided in the Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas and to comply with all city, county, and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act, as amended, and the Alabama Environmental Management Act, as amended.

Grantee further agrees to comply with applicable portions of the Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination Systems (NPDES) General Permit issued for the property herein conveyed.

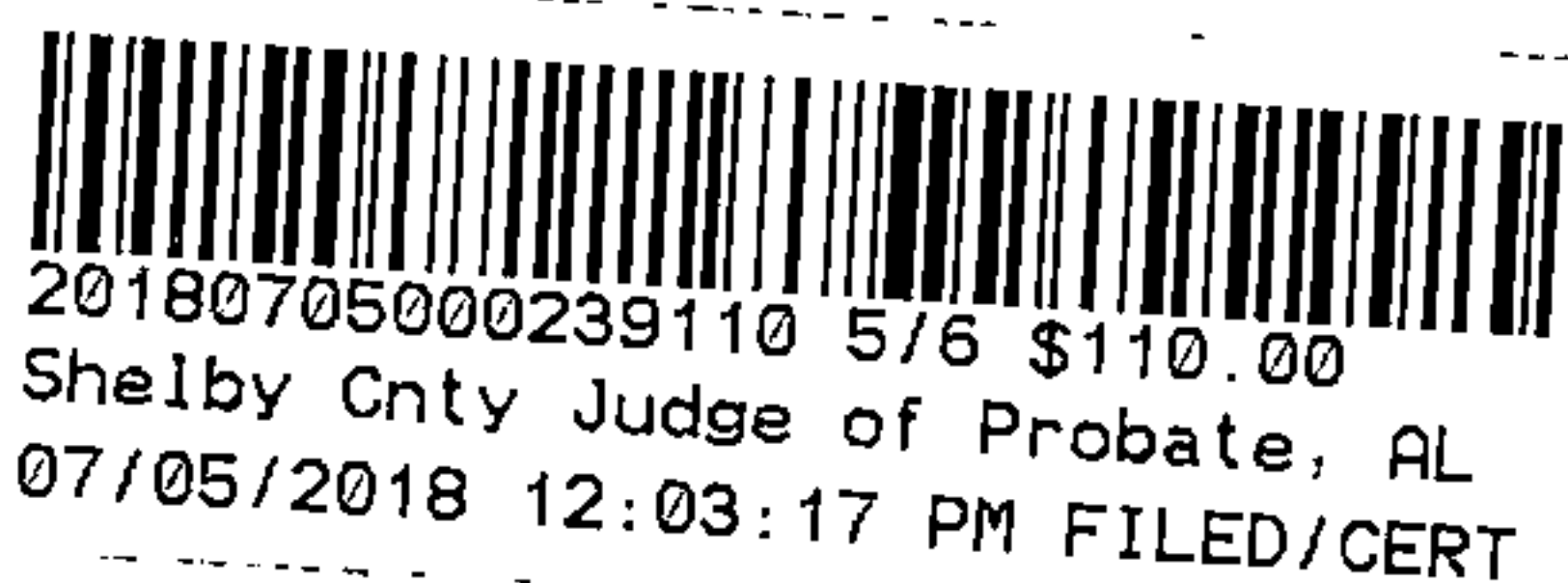
Should Grantee fail to comply with this covenant, Grantor does reserve an easement over and across the property herein conveyed for itself, its agents, sub-contractors or assigns in order to install, erect or maintain the appropriate measures to meet or exceed BMPs for the control of pollutants in storm water run-off.

Grantor further reserves the right and authority to impose a lien on the property herein conveyed for the collection of costs incurred in the installation, erection or maintenance of such measures provided Grantee does not reimburse Grantor for such cost within ten (10) days after receipt of written demand.

The Grantee also agrees to pay any administrative fines and associated legal fees levied by the ADEM against the Grantor for non-compliance situations arising from actions or negligence on the part of the Grantee.

The foregoing shall be and is covenant running with the land to the benefit of Grantor, its successors and/or assigns.

Grantee does hereby acknowledge and agree to the matters stated herein.





# Real Estate Sales Validation Form

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

Grantor's Name	Eddleman Residential, LLC	Grantee's Name	James Woods Development Inc.
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	1803 Shady Bay Drive Jackson Gap, AL 36861
Property Address	1004 Dexter Circle Birmingham, AL 35242	Date of Sale	June 29, 2018
		Total Purchase Price	\$ 80,000.00
		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)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input type="checkbox"/> Sales Contract	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Closing Statement	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 \_\_\_\_\_

\_\_\_\_\_  
Unattested

\_\_\_\_\_  
(verified by)

Eddleman Residential, LLC  
By: Douglas D. Eddleman, President and CEO  
Print \_\_\_\_\_

Sign \_\_\_\_\_

(Grantor/Grantee/Owner/Agent) circle one



20180705000239110 6/6 \$110.00  
Shelby Cnty Judge of Probate, AL  
07/05/2018 12:03:17 PM FILED/CERT