REAL ESTATE VALIDATION FORM

The following information is provided pursuant to Alabama Code §40-22-1, and is verified by the signature of Grantor below:

Grantor's Name:	D.R. Horton, Inc. – Birmingham	**Grantee's Name**	Holland Lakes Owners Association, Inc.
Mailing Address	2188 Parkway Lake Drive Hoover, Alabama 35224	**Mailing Address:**	2080 Highway 33 Pelham, Alabama 35124
Property Address:	247, 245, 248 and 272 Creekside Lane and 206 Creekside Court, Pelham, AL 35124	**Date of Sale:**	October 30, 2018
		Purchase Price:	$209,750.00 (Tax Assessor's Market Value)

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Shelby Cnty Judge of Probate, AL
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This Instrument Prepared By:
Christopher M. Gill, Esq.
Hand Arendall Harrison Sale LLC
104 St. Francis Street, Suite 300
Mobile, Alabama 36602

STATE OF ALABAMA
COUNTY OF SHELBY

STATUTORY WARRANTY DEED

KNOW ALL MEN by these presents, that **D.R. HORTON, INC. – BIRMINGHAM**, an Alabama corporation ("Grantor"), in and for consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration hereby acknowledged to have been paid by **HOLLAND LAKES OWNERS ASSOCIATION, INC.**, an Alabama not-for-profit corporation ("Grantee"), does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, all of Grantor's right, title and interest in and to that certain real property situated in Shelby County, Alabama, described as (collectively, the "Property"):

> Lots 196, 197, 207, 213 and 232, according to the Final Plat of Holland Lakes, Sector 3, as recorded in Map Book 37, Page 85 in the Office of the Judge of Probate of Shelby County, Alabama.

The Property is conveyed subject to the lien for current ad valorem taxes, which taxes Grantee assumes and agrees to pay when due, to any matters that would be shown by a current and accurate survey of the Property, to all matters of public record and to any zoning or subdivision laws, regulations, requirements or ordinances affecting the Property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever.

Grantor does hereby covenant and agree that it shall forever warrant and defend unto Grantee, its successors and assigns, the right and title of the Property against every person

whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

Disclaimer and Release Provisions

1. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, PROMISE, COVENANT, AGREEMENT OR REPRESENTATION OF ANY KIND OR CHARACTER, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING: (I) THE NATURE AND CONDITION OF THE PROPERTY, THE COMMUNITY, AND THE COMMUNITY IMPROVEMENTS, INCLUDING, WITHOUT LIMITATION, (A) THE WATER, SOIL AND GEOLOGY, THE SUITABILITY THEREOF AND/OR OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT, (B) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY AND/OR THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY OR ANY IMPROVEMENTS THEREON OR RELATED THERETO (INCLUDING WITHOUT LIMITATION ANY COMMUNITY IMPROVEMENTS OR OFFSITE IMPROVEMENTS AND INFRASTRUCTURE), AND (C) THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF HAZARDOUS SUBSTANCES OF ANY TYPE AND/OR ABOVE OR BELOW GROUND STORAGE TANKS, AND/OR PIPELINES) AT, ON, UNDER, OR NEAR THE PROPERTY OR COMMUNITY OR COMPLIANCE WITH ANY APPLICABLE ENVIRONMENTAL LAWS OR OTHER APPLICABLE LAWS OF ANY GOVERNMENTAL AUTHORITY; (II) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, OR OTHER CONDITION CONCERNING THE PROPERTY OR COMMUNITY; (III) THE VALUE OF THE PROPERTY AND/OR THE INCOME OR PROFITS WHICH MAY OR MAY NOT BE DERIVED FROM THE PROPERTY, OR ANY POTENTIAL APPRECIATION IN VALUE OR THE RESALE VALUE OF THE PROPERTY; (IV) THE EXISTENCE OR AVAILABILITY OF UTILITIES OR OTHER SERVICES, OR THE RIGHT TO OBTAIN UTILITIES OR OTHER SERVICES RELATED TO THE PROPERTY; (V) THE AVAILABILITY OF ANY SCHOOL OR SCHOOL FACILITIES IN OR NEAR THE COMMUNITY, TRAFFIC CONDITIONS IN, AROUND, OR NEAR THE COMMUNITY, OR THE FUTURE USE OF THE COMMUNITY OR ADJACENT OR NEARBY PROPERTIES; (VI) THE EXISTENCE, APPLICABILITY, AVAILABILITY, VALIDITY, OR ENFORCEABILITY OF ANY ENTITLEMENTS OR DEVELOPMENT RIGHTS RELATED TO OR APPURTENANT TO THE PROPERTY; AND (VII) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION OR THE COMMUNITY WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY, INCLUDING WITHOUT LIMITATION ANY ENVIRONMENTAL LAWS AND/OR ANY LAND USE LAWS OR THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION OR THE COMMUNITY WITH ANY DEVELOPMENT AGREEMENTS, COVENANTS, CONDITIONS OR RESTRICTIONS, OR ANY OTHER AGREEMENTS OR ARRANGEMENTS RELATED TO THE DEVELOPMENT, USE, OR OPERATION OF THE PROPERTY AND/OR THE COMMUNITY. THE SALE OF THE PROPERTY IS MADE ON AN "**AS IS**", "**WHERE IS**" AND "**WITH ALL FAULTS**" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT GRANTOR MAKES NO

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WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, TITLE (OTHER THAN THE STATUTORY WARRANTY OF TITLE WITH RESPECT TO THE PROPERTY), HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF. Grantor has no obligation to make repairs, replacements or improvements to the Property or the Community or any Community Improvements, or to pay any fees, costs or expenses related to the Property or the Community or the Community Improvements, or for any other liability or obligation with respect to the Property or the Community or Community Improvement (except for any taxes or assessments to be paid by Grantor as of the date hereof). Grantee further acknowledges and agrees that the provisions of this paragraph and the next following paragraph were a material factor in the determination of the purchase price paid by Grantee to Grantor for the Property. This disclaimer shall survive the execution and delivery of this Deed.

2. Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on, the Property or the Community or Community Improvements, latent or otherwise, or on account of any other conditions affecting the Property or the Community, as Grantee is purchasing the Property **AS IS, WHERE IS, AND WITH ALL FAULTS**. Grantee, on its own behalf and behalf of anyone claiming by, through, or under Grantee and on behalf of all other Grantee Parties, to the maximum extent permitted by applicable law, hereby fully releases Grantor and all other Grantor Parties from any and all Claims that it may now have or hereafter acquire against Grantor and the Grantor Parties arising from or related to any defect, errors, or omissions in or relating to the valuation, suitability, development and/or entitlement of, or construction of improvements on, the Property or the Community, including without limitation the Community Improvements or other conditions existing, circumstances or events occurring on, in, about or near the Property or the Community whether occurring before, after or at the date hereof, including without limitation (i) those identified, described, or otherwise referred to in the previous paragraph, and (ii) any Claims based on or related to the content, accuracy, or completeness of any information concerning the Property or the Community or Community Improvements obtained by Grantee from any source. Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee, the Grantee Parties, and all subsequent owners of the Property or any part thereof and upon any all persons claiming by, through, or under Grantee. This waiver and release of claims shall survive the execution and delivery of this Deed.

3. The capitalized terms used in this Deed as defined terms shall have the following meanings:

(a) "*Applicable Laws*" means any city, county, state, federal, or other governmental regulation, ordinance, law, code, or statute, including any zoning ordinance or use restriction or any administrative, executive, or judicial orders, decrees, or determinations which

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govern, regulate, control, or otherwise apply to or relate in any manner to the Property or the ownership, development, use, or operation of the Property and/or to the construction and sale of homes on the Property, including without limitation all Environmental Laws.

(b) "*Claim*" or "*Claims*" means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under the contract pursuant to which this deed is executed and delivered, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(c) "*Environmental Laws*" means any local, state, or Federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up, or disclosure, or otherwise to health and safety, including without limitation each of the following, as the same may be amended from time to time: (1) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*), as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, "*RCRA*"), and regulations promulgated thereunder; (2) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*), as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, "*CERCLA*"), and regulations promulgated thereunder; (3) the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*); (4) the Endangered Species Act (15 U.S.C. § 1531 *et seq.*); (5) laws, statutes, ordinances, rules, regulations, orders, or determinations relating to "wetlands", including without limitation those set forth in the Clean Water Act (33 U.S.C. § 1251 *et seq.*); and any (6) corresponding or similar local or state laws, rules or regulations.

(d) "*Governmental Authority*" means the United States, the State of Alabama, the county in which the Property is located, and the city in which the Property is located (if any), or any other governmental authority or agency having jurisdiction over the Property, the construction and sale of homes, or any other activities Grantee may conduct on the Property, including without limitation any municipal utility district, water control and improvement district, or similar district or taxing authority in which the Property is located or otherwise having jurisdiction over the Property, and any other agency, department, commission, board, or bureau or instrumentality of any of the foregoing, including without limitation the Federal Housing Administration, the Department of Veterans Affairs, the Army Corps of Engineers, the Federal Emergency Management Agency, the Environmental Protection Agency, and the Alabama Department of Environmental Management.

(e) "*Grantee Party*" or "*Grantee Parties*" means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity's and Grantee's employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with the marketing, design, or construction of homes on the Property, (iii) any future owner of the Property,

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including any homebuyer and such homebuyer's heirs, successors and assigns; and (iv) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

(f) "*Grantor Party*" or "*Grantor Parties*" means and includes (i) Grantor, D.R. Horton, Inc., and any parent, subsidiary, or affiliate entity of Grantor and/or D.R. Horton, Inc. and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor, of D.R. Horton, Inc., and of and any parent, subsidiary, or affiliate entity of Grantor and/or D.R. Horton, Inc.

(g) "*Hazardous Substances*" means any pollutants, materials, substances, or wastes identified or regulated in any way under applicable Environmental Laws, including, without limitation: any "hazardous waste" as defined by RCRA, and regulations promulgated thereunder, any "hazardous substance" as defined by CERCLA, and regulations promulgated thereunder, and any toxic substance as defined under or regulated by the Toxic Substances Control Act; asbestos, polychlorinated biphenyls, radon, freon and other chlorofluorocarbons, explosive and radioactive materials; petroleum and petroleum based products; urea formaldehyde foam insulation; underground and above ground storage tanks, whether empty, filled or partially filled with any substance, including without limitation any petroleum product or any other hazardous substance; any substance the presence of which on the Property is prohibited by any Environmental Laws; and any other substance or material which by or under any Environmental Laws requires special handling or notification of any Governmental Authority in its collection, storage, treatment, use, or disposal.

(h) "*Community*" means the larger development community in which the Property is located including all existing, planned, and future sections and phases, and all common areas, amenities, or other land or improvements associated with the development.

(i) "*Community Improvements*" means and includes any and all infrastructure and improvements constructed or installed in connection with the development of the Property and/or of Community, including without limitation streets, utilities of all types and all utility infrastructure (including but not limited to water, wastewater, electric, natural gas, telecommunications, storm sewer, drainage, and reclaimed water), all common area improvements for the Community (including all fencing, screening, entryway improvements (including all associated landscaping and irrigation), sidewalks, signage, park and recreation areas, playgrounds, pools, sports fields and courts, amenity centers and other community facilities, and other amenities for the Community or any phase thereof), and other shared improvements.

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IN WITNESS WHEREOF, Grantor has caused this Deed to be executed and delivered by and through its duly authorized representative effective as of the 30 day of October, 2018.

D.R. HORTON, INC. – BIRMINGHAM, an Alabama corporation

By: _____
Name: Bill W. Wheat
As Its: Chief Financial Officer

STATE OF Texas)
COUNTY OF Tarrant)

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Bill Wheat, whose name as CFO of D.R. HORTON, INC. – BIRMINGHAM, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, s/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 14 day of September, 2018.

Casey Craven
Notary Public
My commission expires: 10-14-2021

[NOTARIAL SEAL]

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IN WITNESS WHEREOF, Grantee has accepted this Statutory Warranty Deed by and through its duly authorized representative effective as of the 30 day of October, 2019.

HOLLAND LAKES OWNERS ASSOCIATION, INC., an Alabama nonprofit corporation

By: _____

Name: Kyle D. Lubsen

As Its: President

STATE OF ALABAMA)
COUNTY OF _____)

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Kyle D Lubsen, whose name as President of Holland Lakes Owners Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, s/he as such officer and with full authority, executed the same voluntarily for and as the act of said nonprofit corporation.

Given under my hand and official seal this 30th day of October, 2019.

[NOTARIAL SEAL]

Notary Public
My commission expires: 11/20/20

Shelby County, AL 11/19/2018
State of Alabama
Deed Tax:$210.00

AIMEE STATHAM
Notary Public
Alabama State at Large

My Commission Expires
October 20, 2020

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