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:

Carrington Lakes III, LLC

Grantee's Name

D.R. Horton, Inc.-Birmingham

Mailing Address

Post Office Box 13633

Tallahassee, FL 32317

Mailing Address:

2188 Parkway Lake Drive

Hoover, AL 35244

Property Address:

Lots 121, 122, 123, 124, 127,

Date of Sale:

November 18, 2021

130, 171, 172 and 173 of

Heritage Trace, Phase 3, rec'd

Purchase Price:

\$ 225,000

at MB 39, PG 17

This Instrument Prepared By:

Kelly Thrasher Fox, Esq.

Hand Arendall Harrison Sale LLC

1801 5th Avenue North, Suite 400

Birmingham, AL 35203

205-324-4400

1 212802715

STATE OF ALABAMA COUNTY OF SHELBY

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that CARRINGTON LAKES III, LLC, a Florida limited liability company ("Grantor"), for and in consideration of \$225,000 and other good and valuable consideration hereby acknowledged to have been paid to Grantor by D.R. HORTON, INC. - BIRMINGHAM, an Alabama corporation ("Grantee"), does, upon and subject to any and all conditions, covenants, easements, exceptions, limitations, reservations, and restrictions hereinafter contained, hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee the following described real property lying and being situate in Shelby County, Alabama (the "Property"), to-wit:

LOTS 121, 122, 123, 124, 127, 130, 171, 172 and 173 ACCORDING TO THE SURVEY OF HERITAGE TRACE, PHASE 3, AS RECORDED IN MAP BOOK 39, PAGE 17 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Grantor's conveyance of the Property is subject to the Permitted Exceptions set forth in Exhibit A attached hereto and incorporated herein

TO HAVE AND TO HOLD the Property, together with all and singular, the rights, members, privileges, tenements, improvements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining; subject, however, to the matters to which

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reference is hereinabove made, unto Grantee, and to the successors and assigns of Grantee, forever.

Grantor covenants to and with Grantee that, except as to the matters, exceptions and reservations above referred to, Grantor is lawfully seized of the Property, the same is free from other encumbrances, and that Grantor will, and Grantor's successors and assigns shall, forever warrant and defend the title to the Property, as herein conveyed, unto Grantee and Grantee's successors and assigns against the lawful claims of all persons whomsoever.

{Remainder of Page Intentionally Left Blank}

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IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed and delivered by and through its duly authorized representative effective as of the 18th day of November, 2021.

CARRINGTON LAKES III, LLC,

A Florida limited liability company

By:

Name: Sames M Dum

STATE OF MONDA COUNTY OF LAN

I, the undersigned notary public in and for said state and county, hereby certify that, JMMN M. DWAH JC, whose name as MHMN ZEA AAUHof Carrington Lakes III, LLC, a Florida limited liability company, 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 this instrument, s/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 on this the $\frac{100}{100}$ day of November, 2021.

Expires April 27, 2023

Bonded Thru Troy Fain Insurance 800-385-7019

NOTARY PUBLIC

My Commission Expires:

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Exhibit A to Warranty Deed The Permitted Exceptions

- 1. All taxes for the year 2022 and subsequent years, not yet due and payable.
- 2. Any prior reservation or conveyance, together with the release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel, in, on or under subject property.
- 3. Building setback lines, easements and other matters set forth on Plat recorded in Map Book 39 at Page 17.
- 4. Declaration of Protective Covenants for Heritage Trace, a residential subdivision, as set out in Instrument 20050307000105180, with Supplementary Declaration as set out in Instrument 20060201000053670, with Supplementary Declaration as set out in Instrument 200645000158110, Supplementary Declaration as recorded in Instrument 20071018000484990.
- 5. Articles of Incorporation of Heritage Trace Residential Association, Inc., as set out in Instrument 20050915000479700.
- 6. Easement-Distribution Facilities in favor of Alabama Power Company as set out in Instrument 20040102000000790 and Instrument Number 20020926000463810.
- 7. Restrictive Covenants and Grant of Land Easement in favor of Alabama Power Company as set out in Instrument 20050204000057370.
- 8. Grant of Land Easement and Restrictive Covenants in favor of Alabama Power Company as set out in Instrument 20061212000601000.
- 9. Quitclaim Assignment and Assumption of Declarant Rights by and between RL Regi Alabama, LLC and BOEX, LLC as set out in Instrument 20130909000366770.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/23/2021 12:04:01 PM
\$256.00 CHERRY

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