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Shelby Cnty Judge of Probate, AL  
02/23/2023 11:47:14 AM FILED/CERT

## COMMON AREA DEED

### 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:	Chelsea Park Holding, LLC	Grantee's Name	Chelsea Park Residential Association, Inc.
Mailing Address	2700 Highway 280, Suite 425 Birmingham, AL 35223	Mailing Address:	2700 Highway 280, Suite 425 Birmingham, AL 35223
Property Address:	Chelsea Park 12 <sup>th</sup> Sector Common Area Chelsea, AL 35043	Date of Sale:	February 15, 2023
		Purchase Price:	TO CLEAR TITLE

This Instrument Prepared By:  
Clayton T. Sweeney, Esq.  
Attorney At Law  
2700 Highway 280 East Suite 160  
Birmingham, Alabama 35223  
205-871-8855

STATE OF ALABAMA:  
COUNTY OF SHELBY:

### STATUTORY WARRANTY DEED

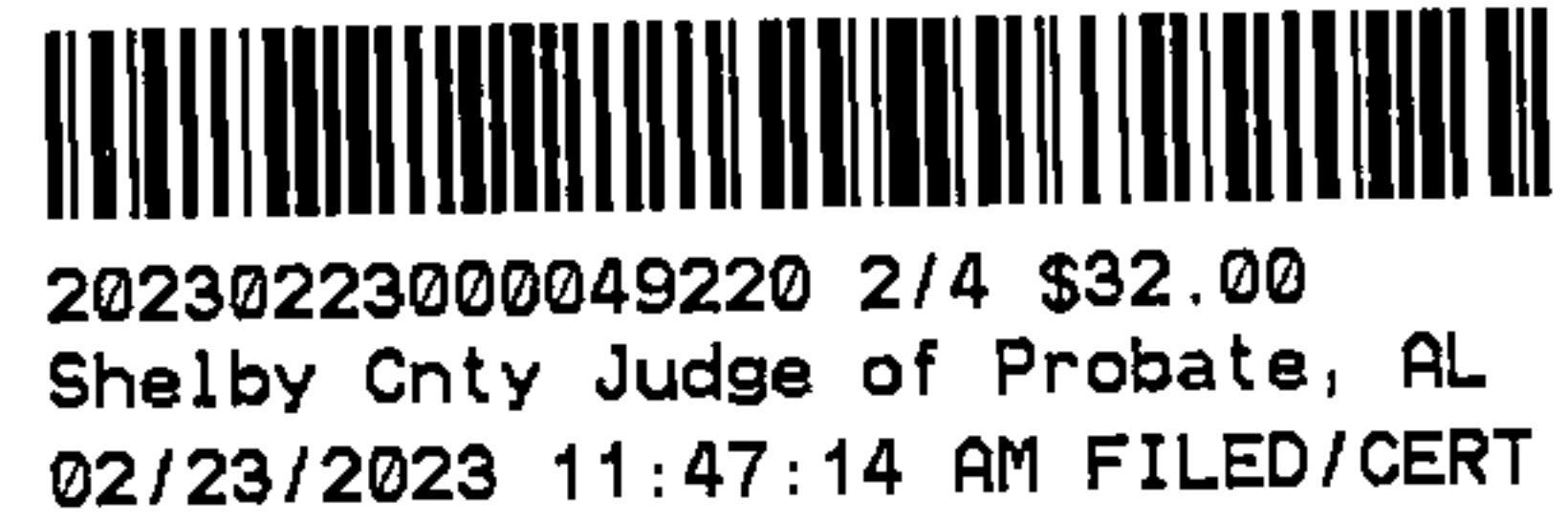
KNOW ALL MEN by these presents, that **Chelsea Park Holding, LLC**, a Delaware limited liability company (hereinafter "GRANTOR"), in and for consideration of TO CLEAR TITLE, and other good and valuable consideration hereby acknowledged to have been paid by **Chelsea Park Residential Association, Inc.**, an Alabama not-for-profit corporation (hereinafter "GRANTEE"), does hereby **GRANT, BARGAIN, SELL** and **CONVEY** unto said GRANTEE, all of GRANTOR's right, title and interest in and to that certain real property situated in Shelby County, Alabama (the "PROPERTY"), described as:

#### CHELSEA PARK 12<sup>TH</sup> SECTOR COMMON AREA

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA BEING BETTER DESCRIBED AS FOLLOW.

COMMON AREA 1 ACCORDING TO THE MAP OF CHELSEA PARK 12TH SECTOR, PHASE ONE AS RECORDED IN MAP BOOK 51, PAGES 19 AT THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.





TO HAVE AND TO HOLD the same together with and singular the appurtenances thereunto belonging or in any way appertaining and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the use and benefit of the Grantee forever, subject to easements and restrictions of record and the following:

The Property conveyed by this deed shall be maintained in its natural state as a buffer between adjoining residential lots in Chelsea Park 12<sup>th</sup> Sector Phase One, Map Book 51, Page 19 and Chelsea Park 12<sup>th</sup> Sector Phase Two, Map Book 53, Page 52 in the Probate Office of Shelby County and Chelsea Park Trail, except that Grantee may, in its discretion, construct and maintain a swimming pool with bath house/restrooms, lighting and parking area; landscaped areas, including without limitation, walkways, green spaces and trees with lighting and adequate irrigation for the landscaped areas; and other uses as may be approved by the Grantee, all of which shall be in compliance with the Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, filed for record Instrument No. 20041014000566950 and amendments thereto including sector specific covenants, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration"). The foregoing covenant shall run with the land and shall be binding upon the Grantee and its successors and assigns.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantee, for itself and on behalf of its successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor, and Chelsea Park, Inc. Chelsea Park Development, Inc., Chelsea Park Lands, Ltd., Chelsea Park Properties, Ltd., Chelsea Park Investments, Ltd., Park Homes, LLC, Eddleman Residential, LLC, Eddleman Properties, LLC and Eddleman Realty, LLC (hereinafter referred to as the Chelsea Park 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, Grantor and the other Chelsea Park entities shall mean and refer to (i) the officers, directors, members, managers, agents and employees of Grantor and the other Chelsea Park entities as defined herein above and any successors and assigns hereof. This covenant and agreement shall run with the land conveyed hereby as against Grantees, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantees.



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.

In witness whereof, the said Grantor has executed this conveyance on this 21 day of February, 2023.

**Chelsea Park Holding, LLC**

By: 

Name: Douglas D. Eddleman

As Its: Manager

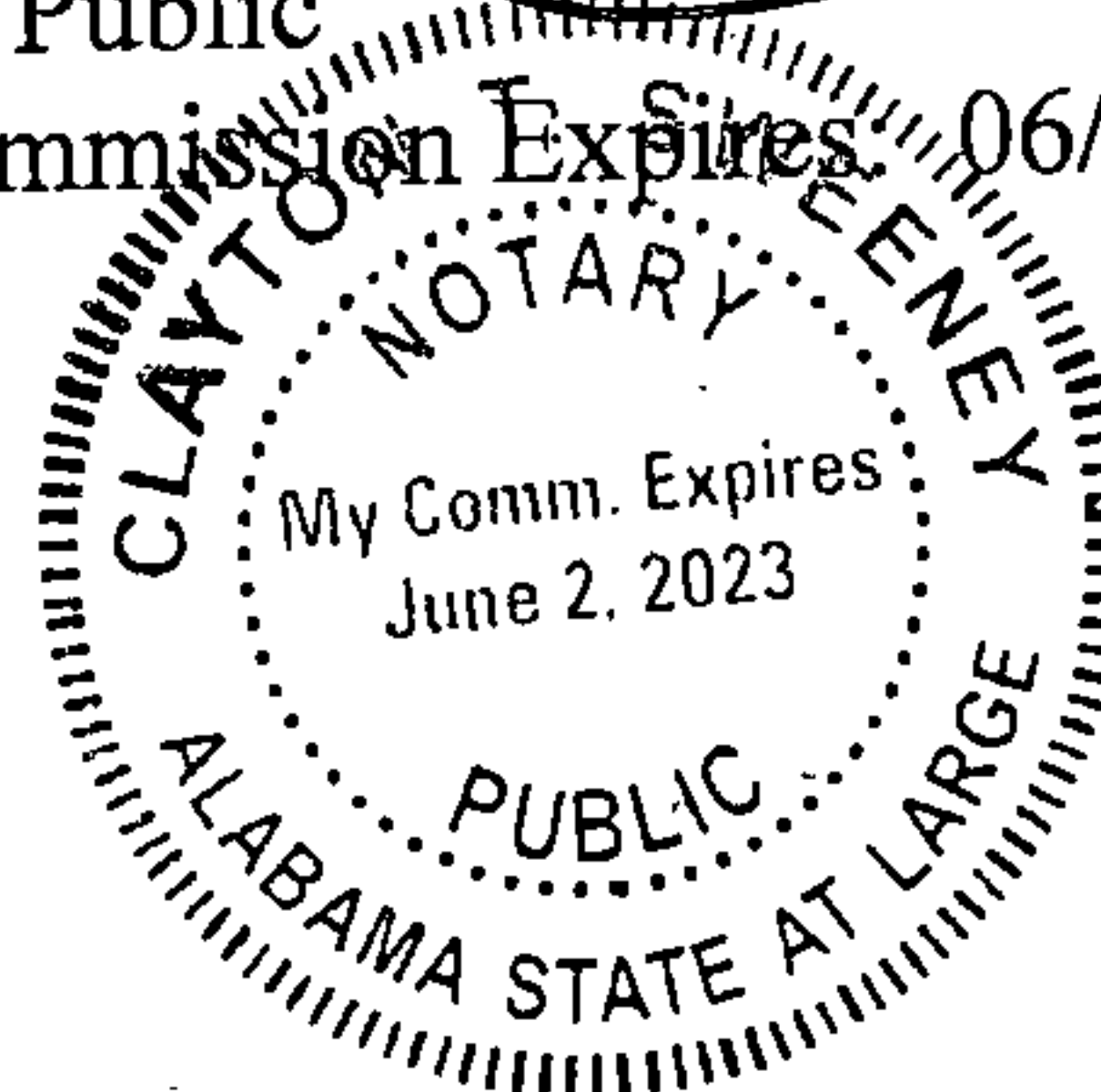
STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Douglas D. Eddleman as the Manager of **Chelsea Park Holding, LLC**, a Delaware limited liability company, whose name 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 said conveyance, he, as such manager and with full authority, has executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this 21<sup>st</sup> day of February, 2023.

  
Notary Public

My Commission Expires: 06/02/2023





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The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained herein above and Grantee, its successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

In witness whereof, the said Grantee has executed this conveyance on this 21<sup>st</sup> day of February, 2023.

**Chelsea Park Residential Association, Inc.**

By:

  
Name: Douglas D. Eddleman  
As Its. President

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON   )

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Douglas D. Eddleman as the President of **Chelsea Park Residential Association, Inc.**, an Alabama non-profit corporation, whose name 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 said conveyance, he, as such officer and with full authority, has executed the same voluntarily for and as the act of said non-profit corporation.

Given under my hand and seal this 21<sup>st</sup> day of February, 2023.

  
Notary Public

My Commission Expires 06/02/2023

