


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

Send Tax Notice to:
Burnham Corporation
141 North Lake Drive
Birmingham, Alabama 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)


20230524000155770 1/7 \$120.00
Shelby Cnty Judge of Probate, AL
05/24/2023 12:27:47 PM FILED/CERT

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, **Highland Lakes Development, LLLP, an Alabama limited liability limited partnership, formerly known as Highland Lakes Development, Ltd., an Alabama limited partnership**, (herein referred to as "Grantor"), pursuant to an Amended and Restated Certificate of Formation recorded on October 5, 2017 in Instrument No. 2017103845, in the Probate Office of Jefferson County, Alabama, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **Highland Lakes Development LLLP**, an Alabama limited liability limited partnership, does by these presents, grant, bargain, sell and convey unto **Burnham Corporation**, an Alabama corporation, (hereinafter referred to as "Grantee", whether one or more), its successors and assigns, the following described real estate (the "property"), situated in **Shelby** County, Alabama, to-wit:

Lot 1-696A, according to a resubdivision of Lot 1-696 Highland Lakes, 1st Sector, Phase 6, an Eddleman Community, as recorded in Map Book 58, Page 3, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111; First Amendment to Declaration as recorded in Instrument #1996-17543 and Second Amendment to Declaration as recorded in Instrument #1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, First Sector, recorded in Instrument #1994-07112, Supplementary Declaration and Amendment , as recorded in Instrument No. 20151230000442930, First Amendment to Supplementary Declaration, as recorded in Instrument No. 20190125000027330, Second Amendment to Declaration as recorded in Instrument 20200123000029590 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.


All of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2023, and all subsequent years thereafter, including any "roll-back taxes."
- (2) Declaration of Easements and Master Protective Covenants for 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 #1994-07111, amended in Instrument #1996-17543 and further amended in Inst. #1999-31095, in said Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded as Instrument 9402/3947, in the Office of the Judge of Probate of Jefferson County, Alabama.
- (3) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, First Sector, as recorded in Instrument #1994-07112; Supplementary Declaration and Amendment to the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, First Sector, as recorded in Instrument No. 20151230000442930 in the Probate Office of Shelby County, Alabama and First Amendment to Supplementary Declaration with respect to 1st Sector Phase 6, as recorded in Instrument No. 20190125000027330, in the Probate Office of Shelby

Shelby County, AL 05/24/2023
State of Alabama
Deed Tax: \$80.00

County, Alabama.


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- (4) Subdivision restrictions, limitations and conditions as set out in Map Book 50, Pages 49 A, B, C, D & and E, and Map Book 58, Page 3, in said Probate Office.
- (5) Lake easement agreement executed by Highland Lakes Properties, Ltd. and Highland Lakes Development, Ltd. providing for easements, use by others and maintenance of lake property described within Instrument No. 1993-15705.
- (6) Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd., to Highland Lakes Properties, Ltd., recorded as Instrument #1993-15704, in said Probate Office.
- (7) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out as Instrument 20190109000010310 and Instrument 20061012000504650, in said Probate Office.
- (8) Public utility easements as shown by recorded plat, including any tree bufferline as shown on recorded plat.
- (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:
 - (a) Front setback: As per plot plan which must be approved by the ARC;
 - (b) Rear setback: As per plot plan which must be approved by the ARC
 - (c) Side setback: As per plot plan which must be approved by the ARC
- (10) Right(s) of Way(s) granted to Alabama Power Company by instrument(s) recorded in Book 149, page 80; Book 173, page 364, and Real Volume 31, page 355, in said Probate Office.
- (11) Right(s) of Way(s) granted to Shelby County, Alabama, by instrument(s) recorded in Book 196, page 246 in said Probate Office.
- (12) Right(s) of Way(s) granted to Birmingham Water and Sewer Board as set forth in Instrument #20041105000609960 and Instrument #20041105000609950 in said Probate Office.
- (13) Shelby Cable Agreement as recorded in Instrument #1997-19422.
- (14) Permits and easements to Southern Bell Telephone and Telegraph Company, recorded in Deed Book 327, Page 454 and Deed Book 339, Page 403 and Deed Book 326, Page 580, in said Probate Office.
- (15) Grant of Easement in Land for underground services to Alabama Power Company as recorded in Instrument 20180103000000020 and Instrument 20180103000000030, in said Probate Office.
- (16) There shall be no vehicular traffic shall be permitted from the subject property, Lot 1-696A in order to access the adjacent property owned by the Grantee, Lot 1 according to the Map of Burnham Corporation as recorded in Map Book 58, Page 1, in the Probate Office of Shelby County, Alabama ("Lot 1"). Lot 1 shall be accessed from Oak Trail to connect to US Hwy 280 and not through Lot 1-696A. There shall be no vehicular traffic through Lot 1 onto Lot 1-696A nor onto the private streets within Highland Lakes Subdivision. Lot 1 shall have no access to the private streets of Highland Lakes. In the event the Grantor, its successor or assigns, resorts to any available legal remedies to seek enforcement of such violation of accessing the private streets from Lot 1 through Lot 1-696A, the Grantee, it successors or assigns, shall be liable for treble damages and all legal expenses incurred by the Grantor or its successor or assigns.

The Grantor hereby submits the Property (or other defined term used in deed) as described in the amendment to the Plat for Highland Lakes, 1st Sector Phase 6, recorded at Map Book 58, Page 3 in the Probate Office of Shelby County, Alabama to (i) the Declaration of Easements and Master Protective Covenants for Highland Lakes as recorded in the Probate Office as Instrument #1994-07111, amended in Instrument #1996-17543 and further amended in Inst. #1999-31095 (the "Master Covenants"), pursuant to Section 2.2(a) thereof, and (ii) the Declaration of Covenants Conditions and Restrictions for Highland Lakes 1st Sector as recorded in the Probate Office as Instrument No. 20151230000442930 in the Probate Office of Shelby County, Alabama and First Amendment to Supplementary Declaration with respect to 1st Sector Phase 6, as recorded in Instrument No. 20190125000027330 (the "Sector Covenants"), pursuant to Section 2.2 thereof. Highland Lakes Residential Association, Inc. (the "Association") has joined in the execution of this deed to evidence its consent to the submission of the Property herein described to the aforesaid Master Covenants and Sector Covenants.

NOW THEREFORE, the Grantor and the Association (collectively the "Declarants"), do, upon the recording hereof, declare and make the Subject Property and any portion thereof subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations of the Original Declaration and the Master Covenants, as each has been heretofore amended and as amended hereby, all of which are declared to be in furtherance of a plan for the use and improvement of the Subject Property in a desirable and uniform manner and for the maintenance, preservation, and regulation of the Lakes and Common Areas within the property subject to the Original Declaration and the Master Covenants.

ARTICLE 1

The Declarants hereby reaffirm and restate the terms and provisions of the Original Declaration and the Master Covenants, as each has been amended, in their entirety without any change whatsoever, except as follows:

The legal description of the Property subject to the Original Declaration and the Master Covenants is hereby amended to include the real property described in the subdivision plat recorded as Highland Lakes, 1st Sector, Phase 6, as recorded in the Probate Office of Shelby County, Alabama in Map Book 58, at page 3 (the "Subject Property").

The provisions of Article I of this Deed shall be applicable to the Subject Property and shall modify the Original Declaration with respect to the Subject Property in accordance with Section 2.2 of the Original Declaration.

Grantor hereby declares that said provisions of the Original Declaration and Master Covenants as so amended shall run with the land and be binding upon, and shall inure to the benefit of, the Subject Property and all parties having or acquiring any right, title or interest in and to the Subject Property or any part thereof, and their successors in interest.

The Association has joined in the execution of this Deed for the purpose of evidencing its written approval of the submission of the Subject Property to the Original Declaration and Master Covenants as herein provided and does hereby authorize the filing of this Deed in lieu of a Supplementary Declaration with the Office of the Judge of Probate of Shelby County, Alabama.

Grantee agrees to observe and perform all obligations imposed upon said Grantees pursuant to the Declarations, including but not limited to the obligation to pay assessments levied on the property herein conveyed in accordance with the Declarations.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantee, for itself and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor, Eddleman Properties, Inc., Eddleman Realty, LLC, Eddleman Residential Services, LLC (now known as Eddleman Residential, LLC, Highland Lakes Development, Ltd., and Highland Lakes Community, Inc. (collectively referred to as the 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. The Grantee agrees that it is acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title. Further, the Grantee, its successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or

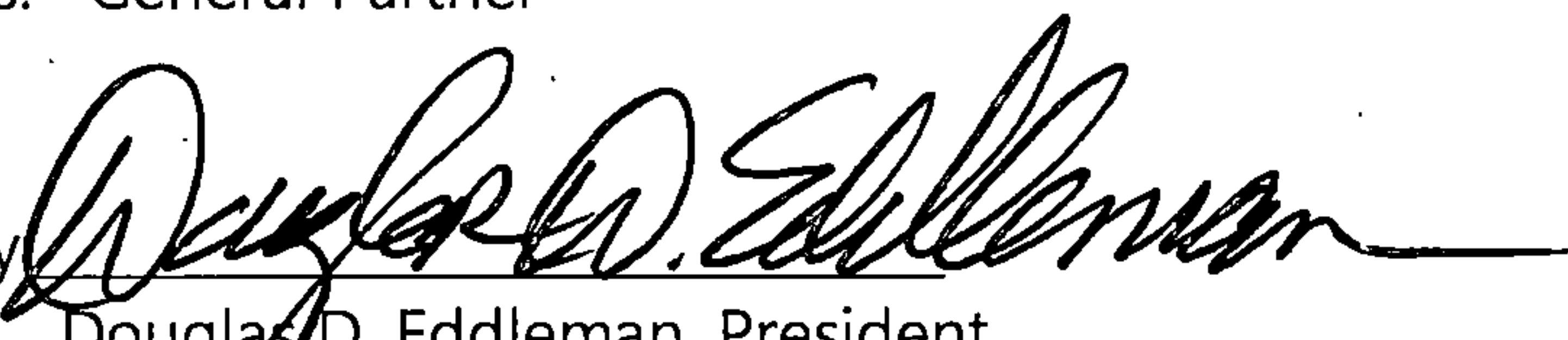
drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor and the Highland Lakes entities shall mean and refer to (i) the partners, agents and employees of Grantor and the Highland Lakes entities; (ii) the officers, directors, employees and agents of general partners of Highland Lakes Development, Ltd.; and (iii) any successors or assigns of Grantor and the Highland Lakes entities (as defined herein). 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 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 22nd day of May, 2023.

GRANTOR:

Highland Lakes Development, LLLP
an Alabama limited liability limited partnership
By: Highland Lakes Community, Inc.
Its: General Partner

By 
Douglas D. Eddleman, President

Highland Lakes – 1st Sector, Phase 6
Lots 1-696A - Eddleman Residential, LLC

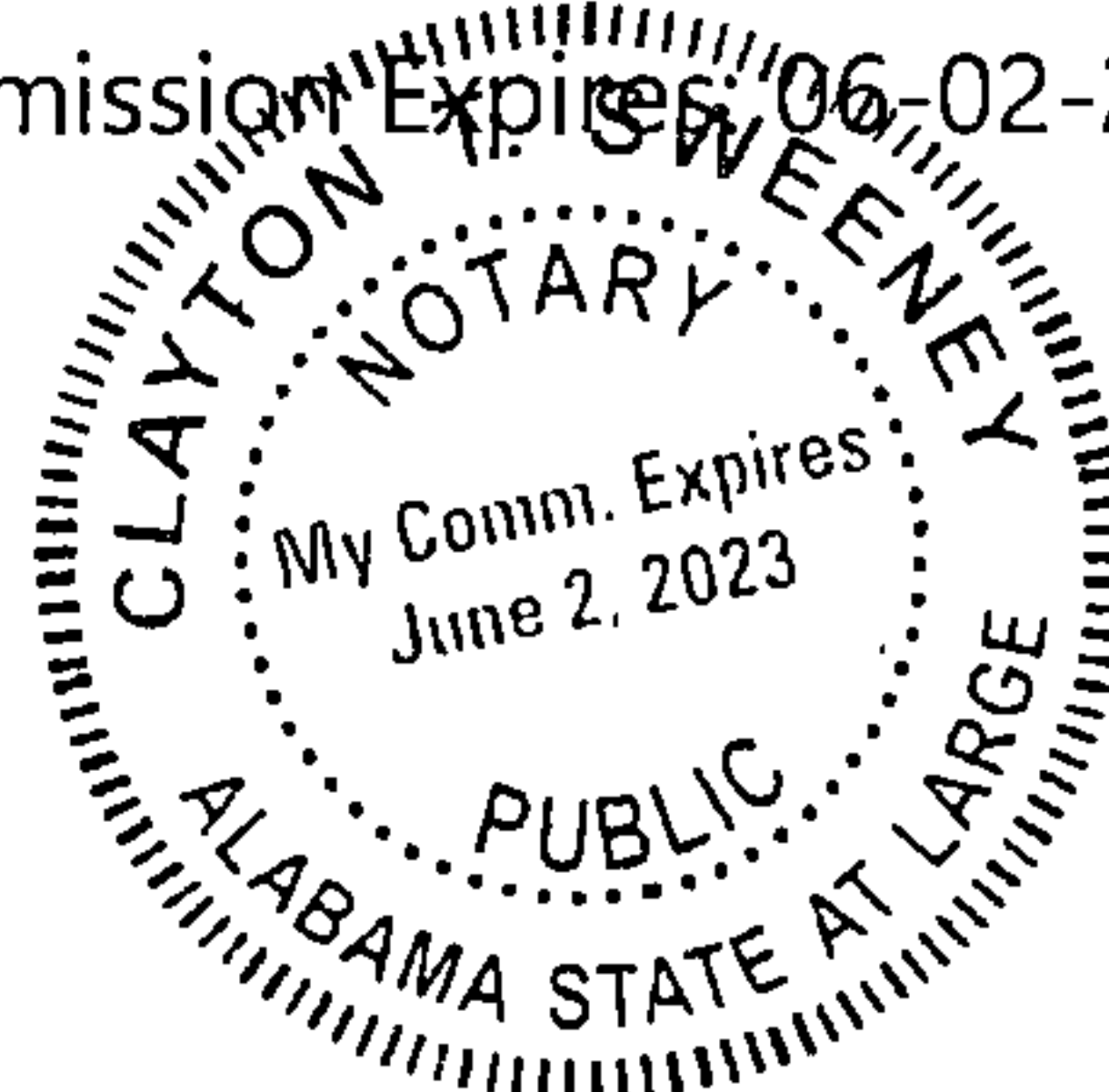
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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 Highland Lakes Community, Inc., an Alabama corporation, in its capacity as General Partner of Highland Lakes Development, LLLP an Alabama limited liability limited partnership, which 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 in its capacity as general partner of said limited liability limited partnership.

Given under my hand and official seal of office this the 22nd day of May, 2023.


Notary Public

My Commission Expires 06-02-2023



IN WITNESS WHEREOF, the said Association has hereunto set its hand by its duly authorized officer
this 22nd day of May, 2023.



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Shelby Cnty Judge of Probate, AL
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HIGHLAND LAKES RESIDENTIAL
ASSOCIATION, INC.

By:

A handwritten signature in black ink, appearing to read "Douglas D. Eddleman".

Douglas D. Eddleman
President

STATE OF ALABAMA)
JEFFERSON COUNTY)

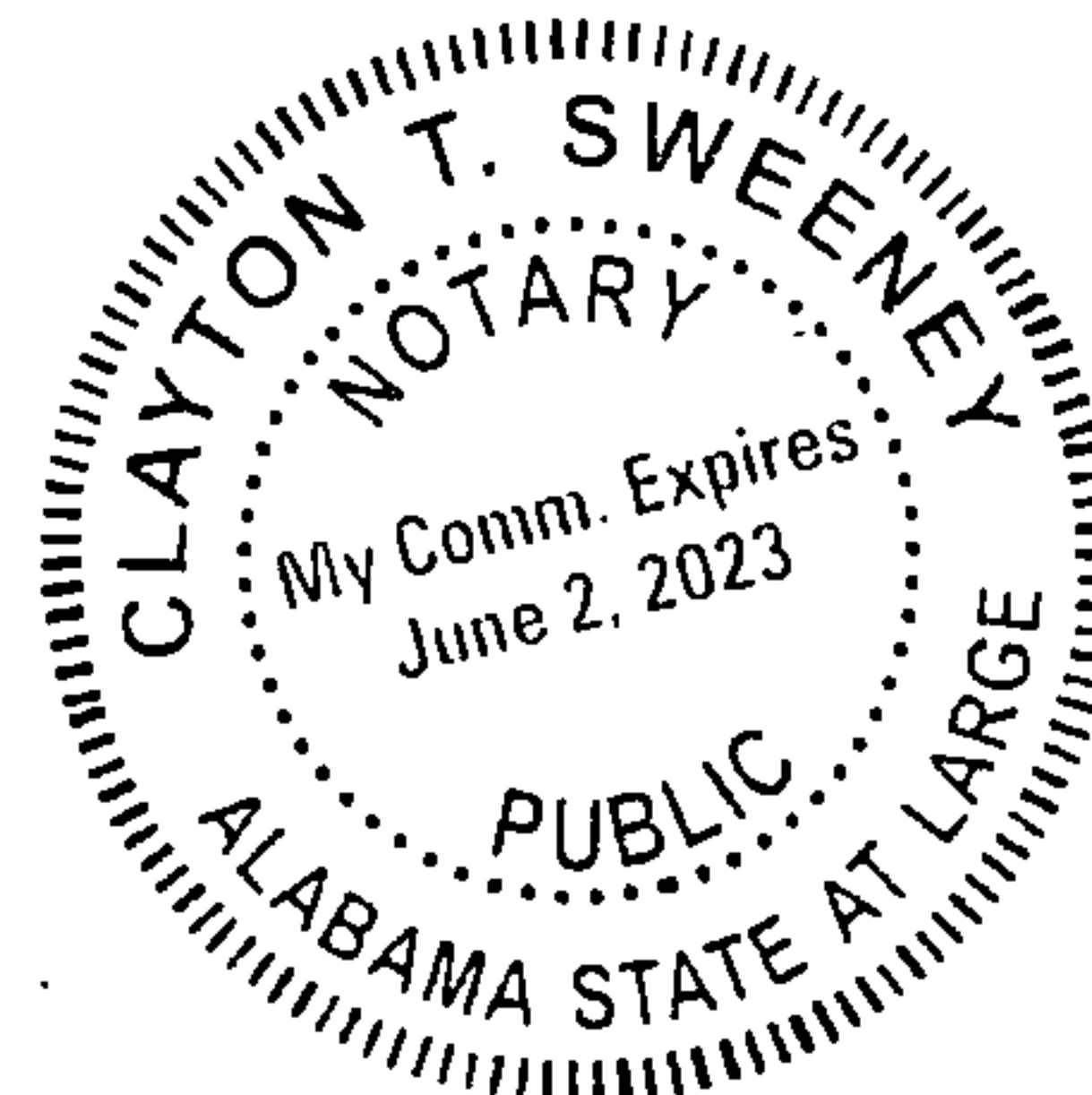
I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President of Highland Lakes Residential Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing Supplementary Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Supplementary Declaration, 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 22nd day of May, 2023.

A handwritten signature in black ink, appearing to read "Clayton T. Sweeney".

Notary Public

My Commission Expires: 06/02/2023



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

Burnham Corporation
an Alabama corporation

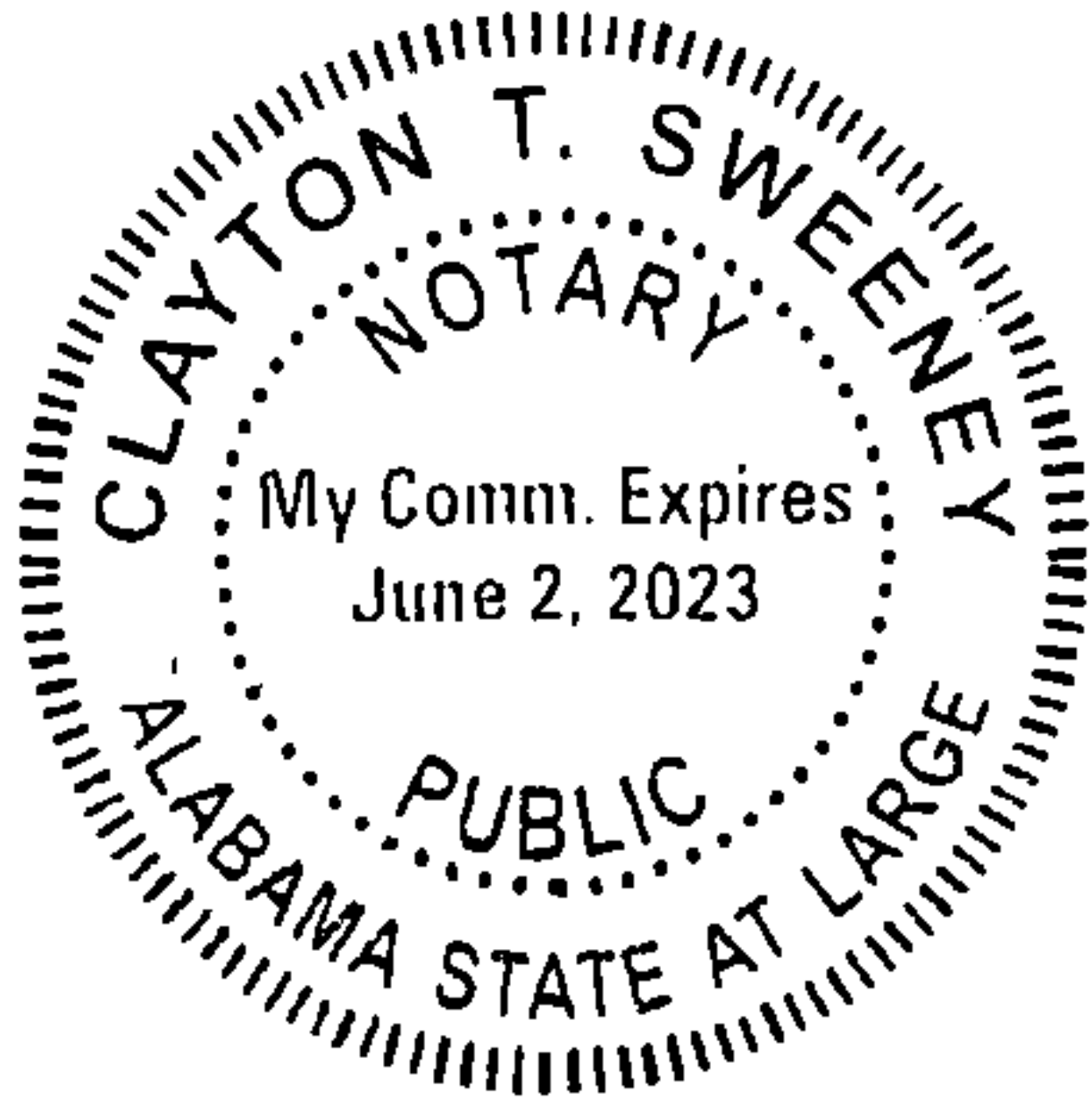

By: Daniel J. Burnham
Its: President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daniel J. Burnham, whose name as President of Burnham Corporation, an Alabama 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 the conveyance, he, in his capacity as such officer, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 22nd day of May, 2023.


Notary Public
My Commission Expires: 06-02-2023





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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, S

Grantor's Name Highland Lakes Development, LLLP
2700 Hwy. 280 E., Suite 425
Mailing Address Birmingham, AL 35223

Grantee's Name Burnham Corporation
11 North Lake Drive
Mailing Address Birmingham, AL 35242

Property Address 912 Southledge Trace
Birmingham, AL 35242

Date of Sale May 22, 2023

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)

- ☐ Bill of Sale
☐ Sales Contract
☒ Closing Statement

- ☐ Appraisal
☐ Tax Assessor's Market Value

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 _____

Highland Lakes Development, LLLP by its General Partner,
Highland Lakes Community, Inc.
Print by: Douglas D. Eddleman, President

Unattested

(verified by)

Sign _____

(Grantor/Grantee/Owner/Agent) circle one