



20231006000299480 1/4 \$32.00  
Shelby Cnty Judge of Probate, AL  
10/06/2023 01:11:33 PM FILED/CERT

This instrument prepared by:  
Clayton T. Sweeney  
Attorney at Law  
2700 Highway 280 East, Suite 160  
Birmingham, Alabama 35223

Send Tax Notice To:  
Brook Highland Homeowners'  
Association Inc.  
2700 Highway 280, Suite 425  
Birmingham, Alabama 35223

State of Alabama}  
Shelby County}

### STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the payment of **Ten and No/100 DOLLARS (\$10.00)** and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor, **COURTSIDE DEVELOPMENT, INC., an Alabama corporation** (the "Grantor"), does by these presents, grant, bargain, sell and convey unto the undersigned Grantee, **Brook Highland Homeowners' Association Inc., an Alabama corporation** (the "Grantee"), the following described real estate, situated in **Shelby County, Alabama**, to-wit:

Club Place Wooded Park Lot, according to the Survey of Brook Highland 26th Sector 1st Addition Club Place, as recorded in Map Book 45, Page 28, in the Probate Office of Shelby County, Alabama.

Said conveyance is made subject to:

1. **Building line(s) as shown by recorded map.**
2. **Easement(s) as shown by recorded map.**
3. **Restrictions as shown by recorded map.**
4. **NOTE: Map Book 45 page 28 shows the following reservation:**

**Sink Hole Prone Areas-The Subdivision shown herein including lots and streets, lies in an area where natural lime sinks may occur. Shelby County, the Shelby County Engineer, the Shelby County, Planning Commissioner and the individual members thereof and all other agents, servants or employees of Shelby County, Alabama, make no representations that the subdivision lots and street are safe or suitable for residential construction, or for any other purpose whatsoever. Area underlain by limestone and thus may be subject to lime sink activity.**

5. **Declaration of Protective Covenants for the "Watershed Property", which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being recorded in Real 194, page 54; Instrument 1997-34700 and Instrument 1998-19414, in the Probate Office of Shelby County, Alabama.**
6. **Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Brook Highland, as recorded in Real 194, page 254; amendments recorded in Real 228, page 882; Real 228, page 886; Real 255, page 131; Real 263, page 604; Real 311, page 78; Real 317, page 767; Real 353, page 969; Real 380, page 623; Real 380, page 627; Instrument 1992-16104; Instrument 1992-20484; Instrument 1993-1877; Instrument 1993-18798; Instrument 1993-31073; Instrument 1994-6901; Instrument 1994-9886; Instrument 1994-29497; Instrument 1994-32333; Instrument 1995-1043; Instrument 1997-6062; Instrument 1997-31108; Instrument 1997-32823; Instrument 1997-34700; corrected in Instrument 1998-19414; Instrument 2000-933; Instrument 2001-1342; corrected in 2001-4260; Instrument 20050414000176260; Instrument 20140103000003990 and Instrument 20151104000383800, in the Probate Office of Shelby County, Alabama.**





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7. **Articles of Incorporation of Brook Highland Homeowner's Association, Inc., as recorded in Real 194, page 281 and By-Laws of Brook Highland Homeowner's Association, Inc., as recorded in Real 194, page 287, in the Probate Office of Shelby County, Alabama.**
8. **A non-exclusive Easement and Agreement between Eddleman and Associates and The Water Works and Sewer Board of the City of Birmingham, recorded in Real 194, page 20 and Real 194, page 43, in the Probate Office of Shelby County, Alabama.**
9. **Easement and Agreements for the Public Employees Retirement System of Ohio and the Water Works Board of the City of Birmingham, recorded in Real 194, page 1 and Real 194, page 40, in the Probate Office of Shelby County, Alabama.**
10. **Drainage Agreement for the Public Employees Retirement System of Ohio and Eddleman and Associates recorded in Real 125, page 238, in the Probate Office of Shelby County, Alabama.**
11. **Reciprocal Easement Agreement for the Public Employees Retirement System of Ohio and Eddleman and Associates, as recorded in Real 125, page 249 and Real 199, page 18, in the Probate Office of Shelby County, Alabama.**
12. **Mineral and mining rights and rights incident thereto recorded in Deed Book 32, page 48; Deed Book 111, page 625; Deed Book 121, page 294 and Deed Book 178, page 529, in the Probate Office of Shelby County, Alabama.**
13. **Restrictive Covenants with regard to underground transmission installation by Alabama Power Company recorded in Real 181, page 995, in the Probate Office of Shelby County, Alabama.**
14. **Restrictions regarding Alabama Power Company, recorded in Real 270, page 113 and Real 364, page 399 in the Probate Office of Shelby County, Alabama.**
15. **Right of Way granted to Alabama Power Company by instrument recorded in Real 377, page 433 in the Probate Office of Shelby County, Alabama.**
16. **Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions, recorded in Real 307, page 950 and First Supplement recorded in Instrument 1998-40199, in the Probate Office of Shelby County, Alabama.**
17. **Easement to AT&T of Alabama, as recorded in Instrument 20160516000165620 and Instrument 20160516000165630, in the Probate Office of Shelby County, Alabama.**
18. **Restrictions, Covenants, Conditions, Limitations, Reservations, Release of Damages and Mineral and Mining Rights appearing of record in Instrument 20151104000383790, in the Probate Office of Shelby County, Alabama.**

The Club Place Wooded Park shall be used as a Wooded Park as designated on the recorded map in Map Book 45, Page 28. In the event that the Club Place Wooded Park is used for any purpose other than a Wooded Park, the title to the Club Place Wooded Park shall revert back to the Grantor herein, or its successors and assigns.

This conveyance is made with the express reservation and condition that the Grantee, for itself and on behalf of its successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Courtside Development, Inc., Eddleman Club Properties, LLP, and/or Eddleman Properties, Inc., its 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. 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, Courtside Development, Inc., Eddleman Club Properties, LLP and/or Eddleman Properties, Inc. shall mean and refer to (i) the officers, directors and employees of Courtside Development, Inc. and/or Eddleman Properties, Inc., and (ii) any successors and assigns of Courtside Development, Inc, Eddleman Club Properties, LLP. and/or Eddleman Properties, Inc.



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TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has through its duly authorized representative hereunto set its hand and seal this the 29th day of September, 2023.

GRANTOR:  
COURTSIDE DEVELOPMENT, INC.

By:

  
Douglas D. Eddleman  
Its President

STATE OF ALABAMA       )  
JEFFERSON COUNTY     )

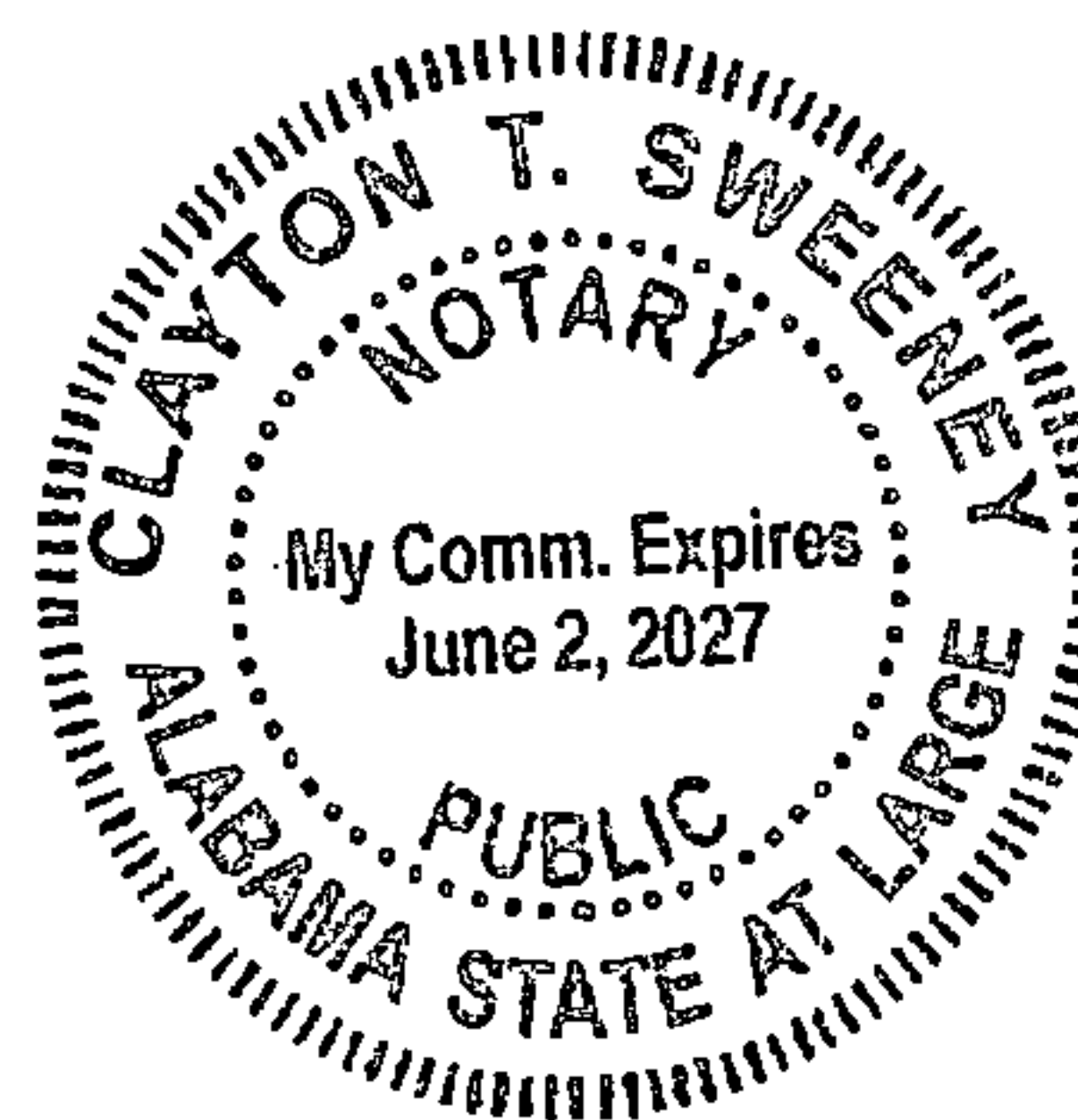
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas D. Eddleman, whose name as President of **COURTSIDE DEVELOPMENT, INC.**, an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 29th day of September, 2023.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 06/02/2027

Club Place Wooded Park Lot  
Common Area





# Real Estate Sales Validation Form

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

Grantor's Name      Courtside Development, Inc.

Grantee's Name

Brook Highland Homeowners' Association, Inc.

Mailing Address      2700 Hwy. 280, Ste. 425  
Birmingham, AL 35223

Mailing Address

2700 Hwy 280, Ste. 425  
Birmingham, AL 35242

Property Address      Club Place Wooded Park Lot  
(Common Area)

Date of Sale      September 29, 2023



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Total Purchase Price      \$ To Clear Title

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  
☐ Other  
☐ 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 \_\_\_\_\_

Courtside Development, Inc.  
Print By: Douglas D. Eddleman, President

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one