

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

Send Tax Notice to
Thomas E Rivers and Charon Rivers
733 Mill Springs Lane
Hoover, AL 35244

STATE OF ALABAMA)
COUNTY OF SHELBY)



20220203000049850 1/5 \$133 00
Shelby Cnty Judge of Probate, AL
02/03/2022 11 35 24 AM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Ninety Nine Thousand and No/100 Dollars (\$99,000.00)** 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 **Thomas E. Rivers and Charon Rivers,** (hereinafter referred to as "Grantee", whether one or more), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate (the "property"), situated in **Shelby** County, Alabama, to-wit

Lot 438, according to the Survey of Highland Lakes, 4th Sector, Phase III, an Eddleman Community, as recorded in Map Book 53, Page 34, 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 and amended in Instrument #1996-17543, Second Amendment recorded as 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, 4th Sector, recorded as Instrument # 1995-01906 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

This instrument is executed as required by the articles of Organization and Operational Agreement of said limited liability company and same have not been modified or amended

The above property is conveyed subject to

- (1) Ad Valorem taxes due and payable October 1, 2022, 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 Second Amendment filed for record in Inst #1999-31095, in said Probate Office of Shelby County, Alabama
- (3) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Fourth Sector, as recorded in Instrument #1995-1906, in the Probate Office of Shelby County,

Shelby County, AL 02/03/2022
State of Alabama
Deed Tax \$99 00

CLAYTON T. SWEENEY, ATTORNEY AT LAW

Alabama, and First Amendment to Supplementary Declaration and Amendment to the Declaration of Covenants, Conditions, and Restrictions for Highland Lakes, a Residential Subdivision, with Respect to Highland Lakes, Fourth Sector, Phase III, as recorded in Instrument No 20220203000049840.

- (4) Right of Way conveyed to the State of Alabama as recorded in Deed Book 244, Page 11 in the Probate Office of Shelby County, Alabama
- (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 recorded in Instrument Book 28, Page 237, in said Probate Office of Shelby County, Alabama
- (8) Right of Way to Shelby County, recorded in Deed Book 95, Page 503 and Book 196, Page 246, in the Probate Office of Shelby County, Alabama
- (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 35 feet,
 - (c) Side setback 15 feet
- (10) Right(s) of Way(s) granted to Alabama Power Company by instrument(s) recorded Deed Book 109, Page 70, Book 111, Page 408, Book 109, Book 149, Page 380, Book 173, Page 364, Page 276, Page 670, Book 134, Page 408, Book 133, Page 212, 133, Page 210 and Real 31, Page 355, in the Probate Office of Shelby County, Alabama
- (11) Agreement with Alabama Power Company as to covenants relating thereto, recorded in Instrument No 1994-1186, in said Probate Office
- (12) Release of Damages as recorded in Instrument 20071016000479650 and corrected 20080411000148030, in the Probate Office of Shelby County, Alabama
- (13) Lake Easement Agreement as recorded in Instrument #1993-15705, and in Instrument #20050825000439370, refiled in Instrument #20131218000483630, in the Probate Office of Shelby County, Alabama
- (14) Powers and provisions as set out in the Articles of Incorporation of Highland Lakes Residential Association as recorded in Instrument 9402/3947, in the Probate Office of Jefferson County, Alabama, together with the By-Laws of said corporation as they currently exist and are from time to time amended
- (15) Access and Utilities Easement Agreement as recorded in Instrument 20030618000380760 in the Probate Office 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 Grantees, for themselves 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



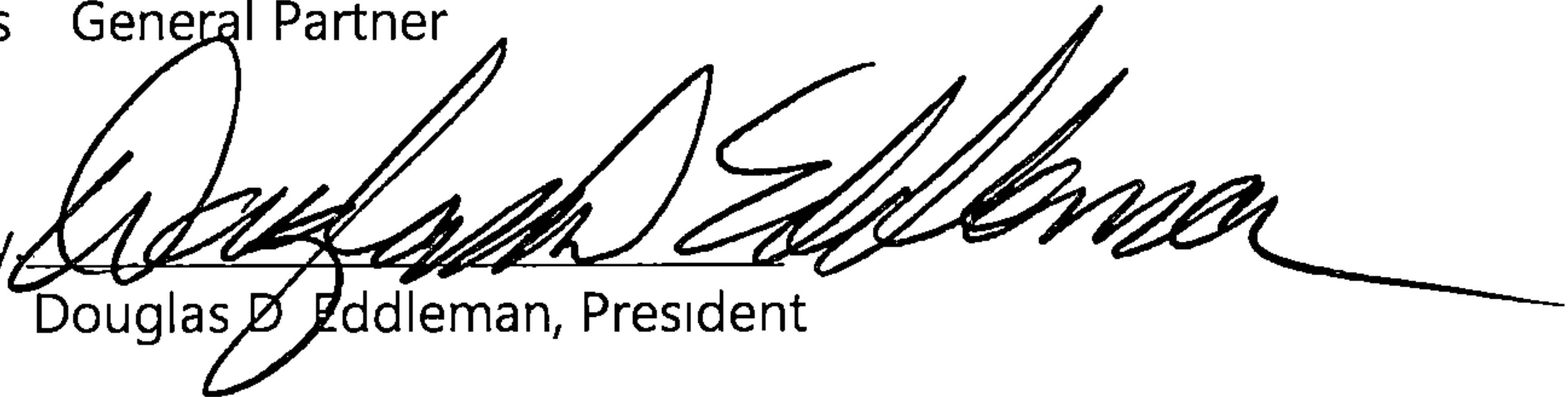
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referred to as the Highland Lakes entities) their successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury 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(s) agree(s) that he (she) (they) is (are) 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 Grantees, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantees.

TO HAVE AND TO HOLD unto the said Grantees, as joint tenants, with right of survivorship, their heirs and assigns, forever, it being the intention of the parties to this conveyance, that (unless joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 25th day of January, 2022.

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 – 4th Sector Phase III
Lot 438 – Thomas E. Rivers and Charon Rivers

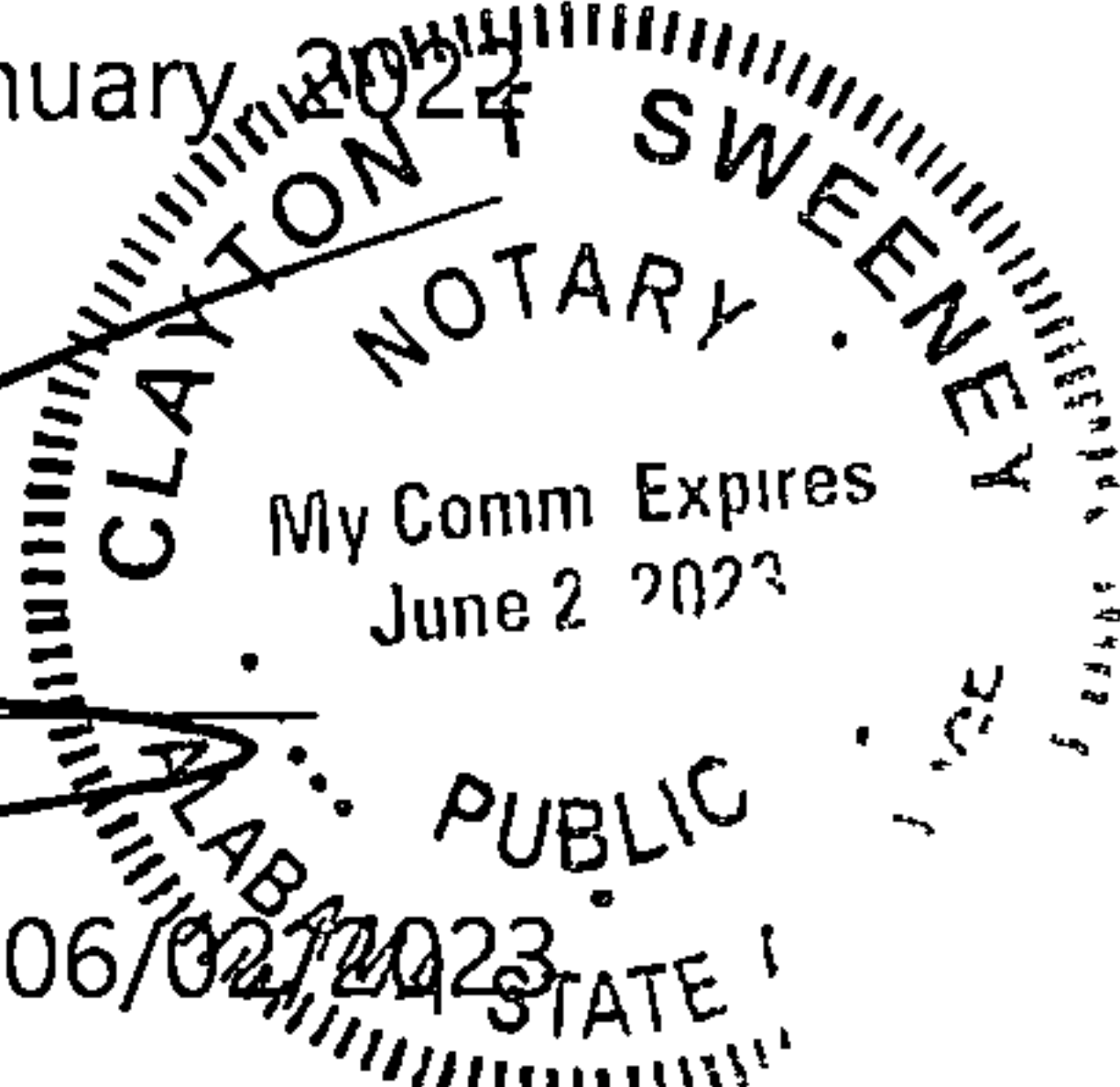
**STATE OF ALABAMA)
COUNTY OF JEFFERSON)**

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.

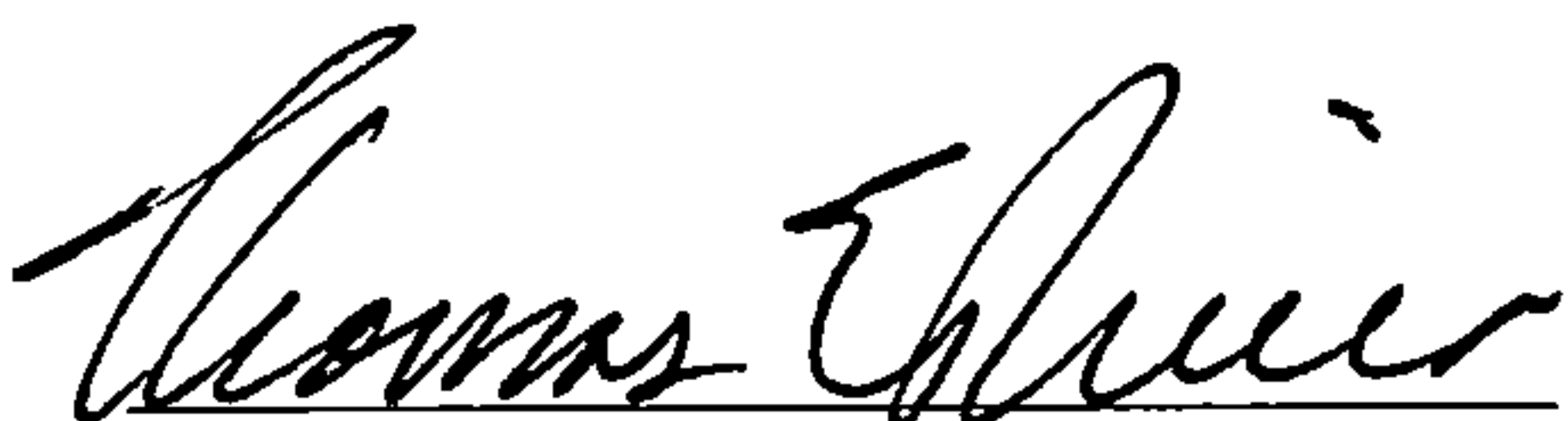
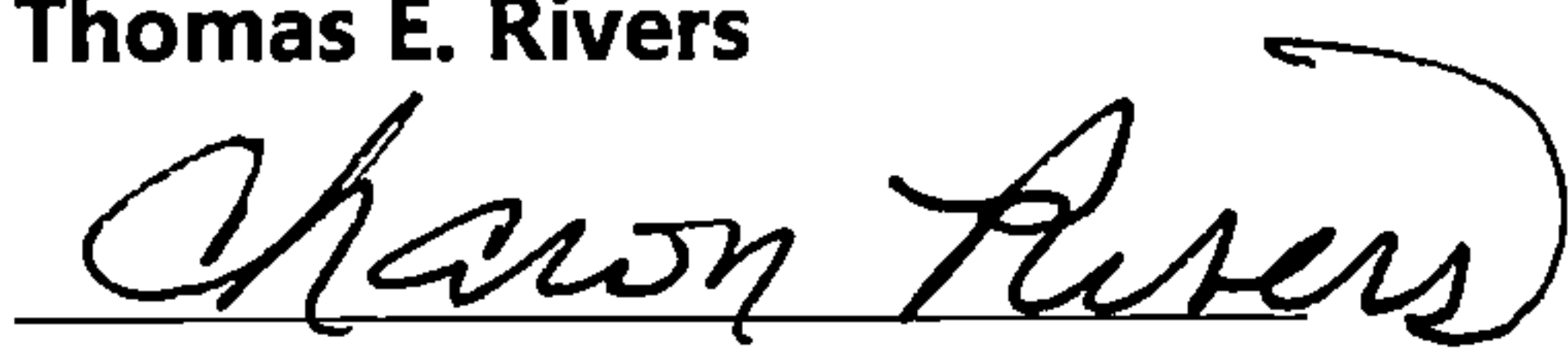
Given under my hand and official seal of office this the 25th day of January, 2022.


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Shelby Cnty Judge of Probate, AL
02/03/2022 11:35:24 AM FILED/CERT


Notary Public
My Commission Expires 06/02/2023



The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, their heirs, successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions



Thomas E. Rivers

Charon Rivers

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas E Rivers and Charon Rivers, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same voluntarily on the day the same bears date

Given under my hand and official seal this 25th day of January, 2022


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, Section 40-22-1

Grantor's Name	Highland Lakes Development, LLLP	Grantee's Name	Thomas E Rivers and Charon Rivers
Mailing Address	2700 Hwy 280, Ste 425 Birmingham, AL 35223	Mailing Address	733 Mill Springs Lane Hoover, AL 35244
Property Address	169 Highland View Drive Birmingham, AL 35242	Date of Sale	January 25, 2022
		Total Purchase Price	\$ 99,000 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)

- | | |
|---|------------------------------------|
| <input type="checkbox"/> Bill of Sale | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Closing Statement | <input type="checkbox"/> 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 _____

Unattested

(verified by)

Highland Lakes Development, LLLP
By Highland Lakes Community, Inc
Its General Partner
Print By Douglas D. Eddleman, President

Sign _____

(Grantor/Grantee/Owner/Agent) circle one



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