

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

Send Tax Notice to:
Steven Silvio
3436 Lime Street
Vestavia, AL 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)



20240412000105460 1/4 \$183.00
Shelby Cnty Judge of Probate, AL
04/12/2024 12:52:32 PM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Ten and No/100 Dollars (\$10.00)** to the undersigned grantor, **Jawina M. Ruth, a married woman, and Spencer Barnett, an unmarried man**, (herein referred to as "Grantors"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said Grantors, do by these presents, grant, bargain, sell and convey unto **Steven Silvio**, (hereinafter referred to as "Grantee", whether one or more), his heirs, personal representatives, successors and assigns, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 1-659, according to the Amended Map of Highland Lakes, 1st Sector, Phase 6, an Eddleman Community, as recorded in Map Book 50, Pages 49 A, B, C, D & E, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH non-exclusive 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, First Sector recorded in Instrument 1994-07112, Supplementary Declaration and Amendment as recorded in Instrument 20151230000442930, First Amendment to Declaration as recorded in Instrument 20190125000027330, Second Amendment to Declaration as recorded in Instrument 2020012300029590 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.

The property conveyed herein does not constitute the homestead of the Grantor, Jawina M. Ruth, nor that of her spouse.

Jawina M. Ruth and Spencer Barnett are the heirs at law of Linda T. Standberry, grantee in that certain Warranty Deed recorded in Instrument 20210722000355510. Linda T. Standberry died on 3/9/2022. Heirship affidavits are being recorded simultaneously with this deed.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2024, 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 and Amendment to the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, First Sector, as recorded in Instrument No. 20190125000027330, and Second Amendment to Supplementary Declaration and Amendment to the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, First Sector, Phase 6, as recorded in Instrument No. 2020012300029590, in the Probate Office of Shelby County, Alabama.

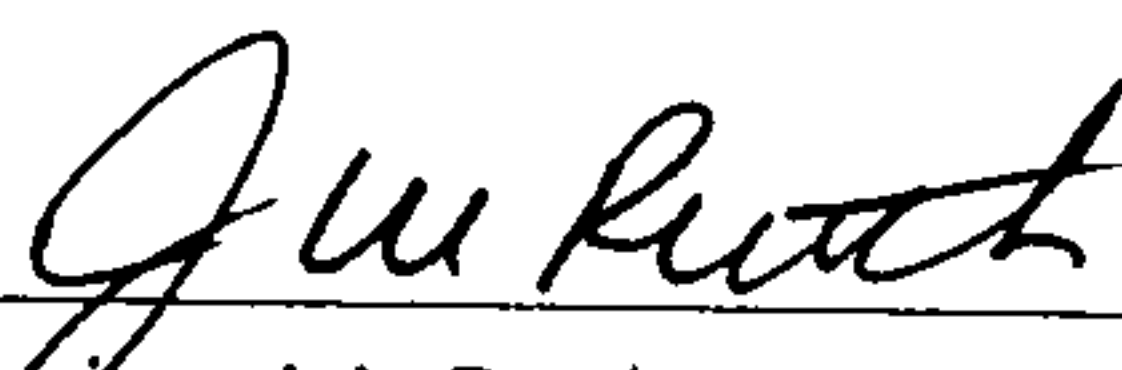
- (4) Subdivision restrictions, limitations and conditions as set out in Map Book 50, Pages 49 A, B, C, D & and E, in said Probate Office.
- (5) Lake easement agreement executed by Highland Lakes Properties, Ltd. and Highland Lakes Development, Ltd. providing for easements, use by others and maintenance 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 Deed Book 149, page 80; Deed Book 173, page 364, and Real Volume 31, page 355, in said Probate Office.
- (11) 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.
- (12) Shelby Cable Agreement as recorded in Instrument #1997-19422.
- (13) Declaration of Easement for Lake as recorded in Instrument # 20050825000439370, refiled in Instrument #20131218000483630, in the Probate Office of Shelby County, Alabama.
- (14) Permits and easement to Southern Bell Telephone and Telegraph Company, recorded in Deed Book 327, Page 454; Deed Book 339, Page 403 and Deed Book 326, Page 580, in the Probate Office of Shelby County, Alabama.
- (15) Grant of Land Easement for Underground services to Alabama Power Company as recorded in Instrument # 20180103000000020 and Instrument # 20180103000000030, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said Grantee, his heirs, personal representative, successors and assigns, forever.


IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this 22nd day of March, 2024.



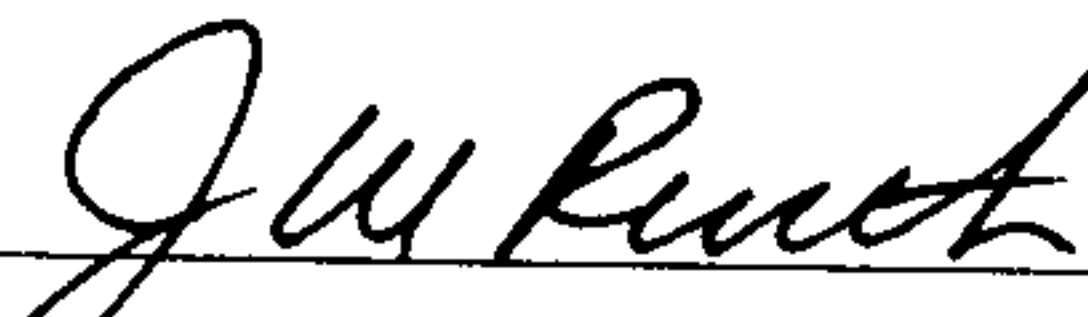
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Jawina M. Ruth



Spencer Barnett

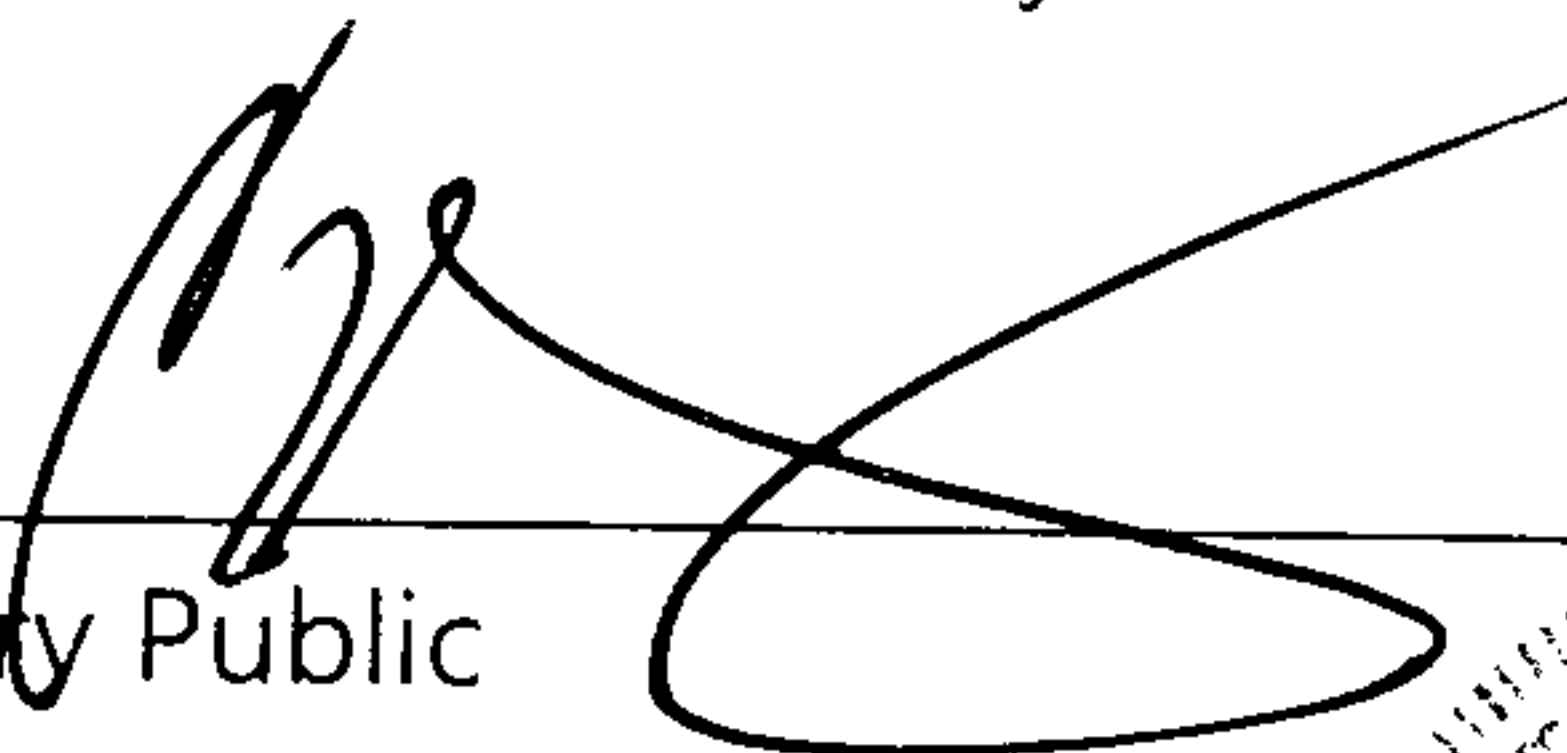
BY: 

Jawina M. Ruth, his agent under Durable
Power of Attorney recorded in Shelby County
Instrument #20230816000247270

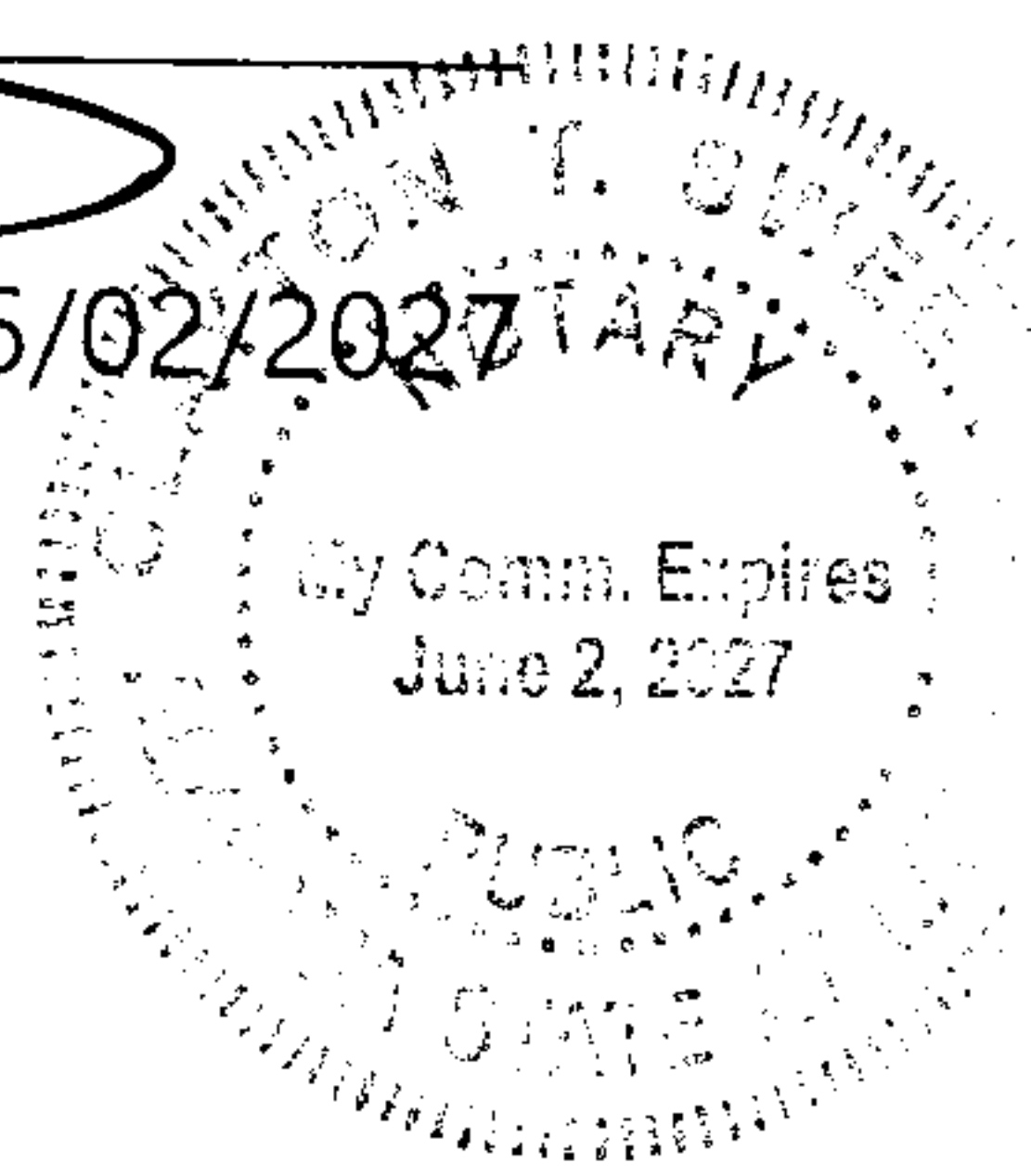
**STATE OF ALABAMA)
COUNTY OF JEFFERSON)**

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Jawina M. Ruth, a married woman, whose name 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, she, executed the same voluntarily for on the day the same bears date.

Given under my hand and official seal of office this the 22nd day of March, 2024.



Notary Public
My Commission Expires: 06/02/2027

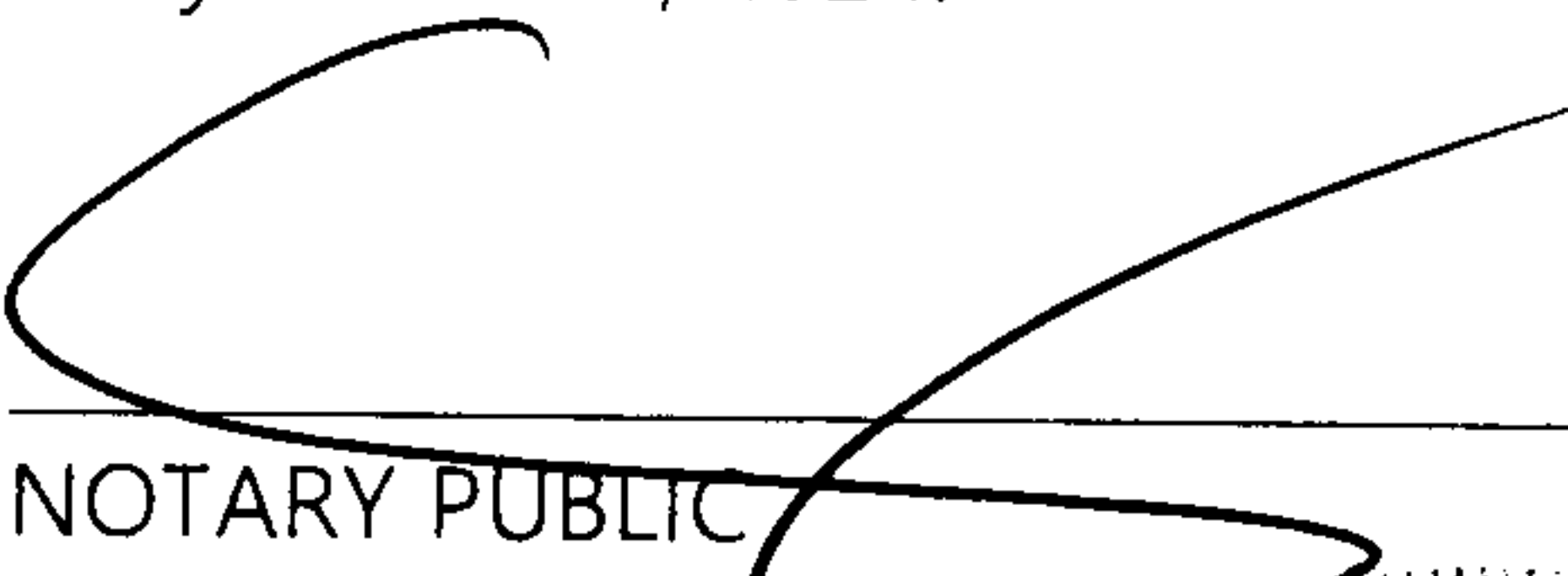


Power of Attorney Notary Acknowledgment

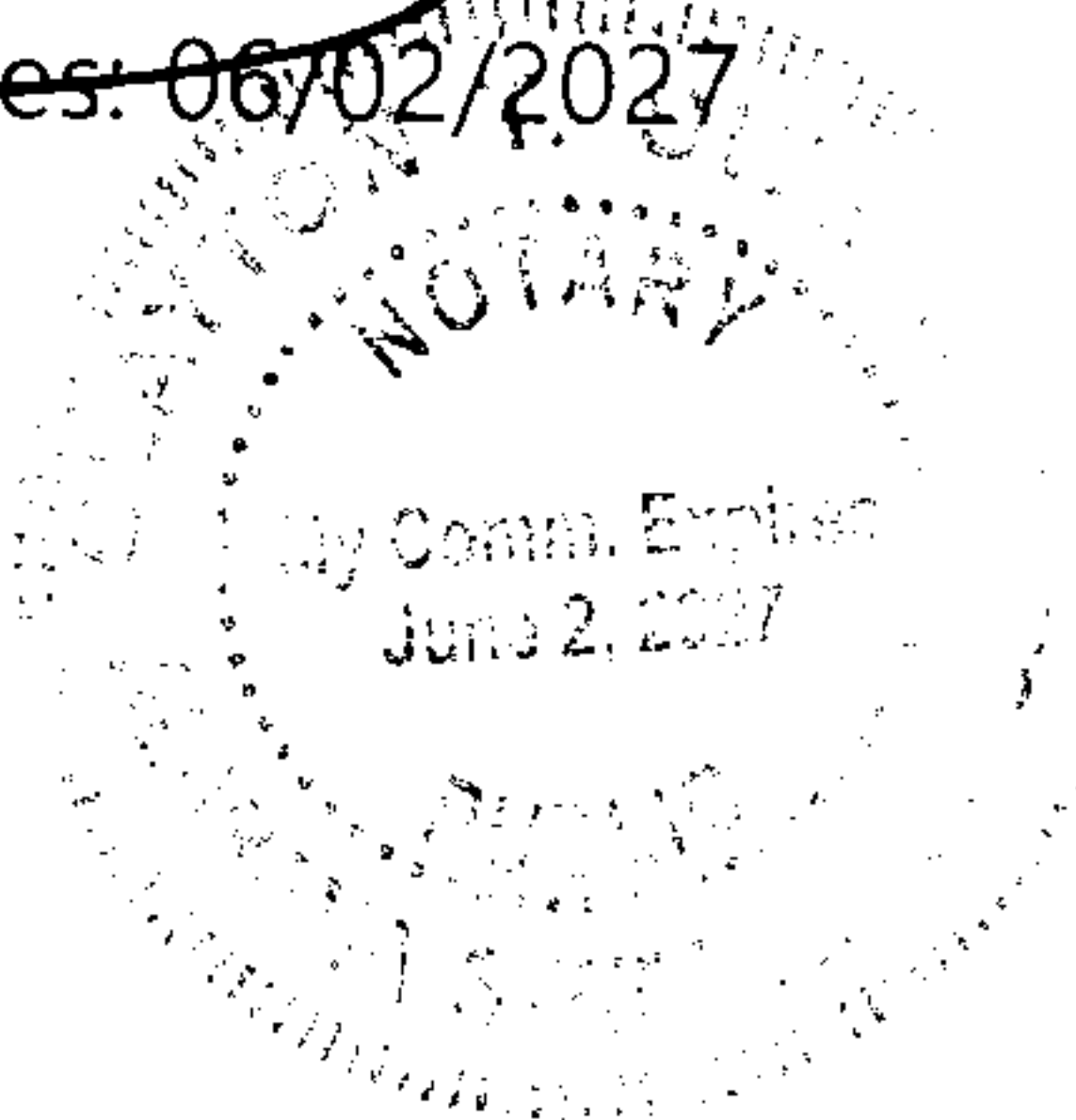
STATE OF ALABAMA }
COUNTY OF JEFFERSON }

I, Clayton T. Sweeney, a Notary Public, in and for said county and in said state, hereby certify that **Jawina M. Ruth**, whose name as Agent or Attorney in Fact for **Spencer Barnett**, under that certain Limited Durable Power of Attorney recorded simultaneously herewith in Instrument No. 20230816000247270 in the Probate Office of Shelby County, Alabama, 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 the instrument, she, in her capacity as such Attorney in Fact, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 22nd day of March, 2024.



NOTARY PUBLIC
My commission expires: 06/02/2027



Real Estate Sales Validation Form

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

Grantor's Name Jawina M. Ruth and
Spencer Barnett

Grantee's Name Steven Silvio

Mailing Address 1008 Springhill Lane
Birmingham, AL 35242

Mailing Address 3436 Lime Street
Vestavia, AL 35242

Property Address 315 Southledge Place
Birmingham, AL 35242

Date of Sale March 22, 2024

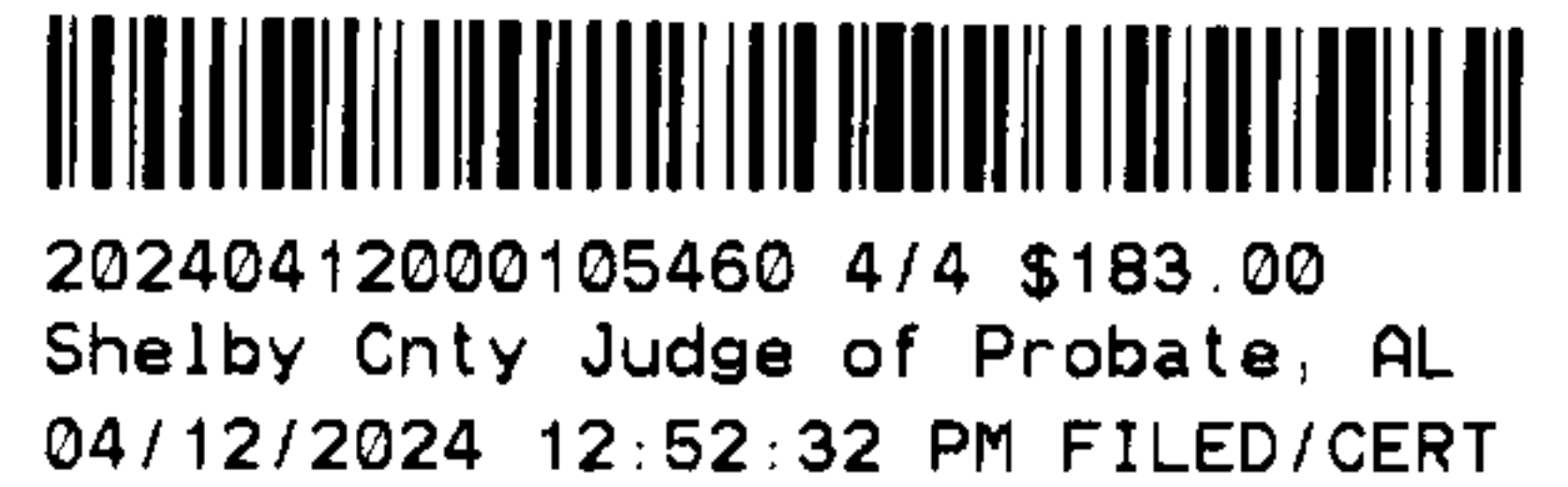
Total Purchase Price \$152,000.00

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/ Assessor's Appraised Value |
| <input type="checkbox"/> Sales Contract | <input type="checkbox"/> Other – property tax redemption |
| <input checked="" type="checkbox"/> Closing Statement | |

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 _____

Print Jawina M. Ruth

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one