

This instrument was prepared by:  
Kelly Reid-Bailless  
5330 Stadium Trace Parkway  
Birmingham, Alabama 35244

Send Property Tax Notice to:  
Summerbrook Homeowners Assn, Inc  
185 Pebble ~~Ln~~ Drive  
Alabaster, Al. 35007

Warranty Deed

STATE OF ALABAMA )  
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One Dollar and Other Valuable Considerations (\$1.00), \_\_\_\_\_ DOLLAR, to the undersigned grantor.

**SUMMER BROOK PARTNERSHIP, AN ALABAMA GENERAL PARTNERSHIP**

(herein referred to as **GRANTOR**) in hand paid by the grantee herein, the receipt of which is hereby acknowledged the said **GRANTOR** does by these presents, grant, bargain, sell and convey unto

**SUMMERBROOK HOMEOWNERS ASSOCIATION, INC.**

(herein referred to as **GRANTEE**, whether one or more), the following described real estate, situated in

Shelby County, Alabama to wit:

Common Area as described in Exhibit A, attached and hereunto made part of this conveyance.

The above lots are conveyed to all easements, restrictions, covenants and right of ways of Record and exhibit B attached and hereunto made part of this conveyance.

Grantee's Address: 185 Pebble ~~Ln~~ Drive  
Alabaster, Alabama 35007

**TO HAVE AND TO HOLD**, To the said **GRANTEE**, his, her or their heirs and assigns forever.

And said **GRANTOR** does for itself, its successors and assigns, covenant with said **GRANTEE**, his, her or their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to be said **GRANTEE**, his, her or their heirs, executors and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, the said **GRANTOR** by its **MANAGING PARTNER, AWTREY BUILDING CORP.**, who is authorized to execute this conveyance, hereto set its signature and seal, this the 25<sup>th</sup> day of May, 1999

**SUMMER BROOK PARTNERSHIP**  
**BY: AWTREY BUILDING CORPORATION, MANAGING PARTNER**

BY: Donald R. Slatton  
DONALD R. SLATTON, EXECUTIVE VICE PRESIDENT

Inst # 1999-22593

STATE OF ALABAMA )  
COUNTY OF SHELBY )

05/28/1999-22593  
03:38 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 SNA 14.00

I, the undersigned authority a Notary Public in and for said County, in said State, hereby certify that **DONALD R. SLATTON** whose name as **EXECUTIVE VICE PRESIDENT, AWTREY BUILDING CORP., MANAGING PARTNER**, 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.

Given under my hand and official seal, this the 25<sup>th</sup> day of May, 1999. ♦

Cheryl R. Abbott  
Notary Public

My Commission Expires: 1-26-03  
Form ALA-32(Rev. 12-74)



**ARRINGTON  
ENGINEERING  
AND LAND  
SURVEYING, INC.**

Office: (205) 985-9315  
Fax: (205) 985-9385  
email: AESURV@AOL.COM  
137 Business Center Drive  
Birmingham, Alabama 35244

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ADDENDUM "A"

**DESCRIPTION (COMMON AREA FOR A RESURVEY OF LOTS 38-43 AND  
46-61B, SUMMER BROOK SECTOR 5 PHASE 6)**

BEGIN AT THE NORTHWEST CORNER OF LOT 48A, ACCORDING TO THE  
SURVEY OF "A RESURVEY OF LOTS 38-43 AND 46-61B, SUMMER BROOK  
SECTOR 5 PHASE 6 AS RECORDED IN MAP BOOK 24, PAGE 41 IN THE  
PROBATE OFFICE OF ~~JEFFERSON~~ <sup>Shelby</sup> COUNTY, ALABAMA (~~BESSEMER~~  
~~DIVISION~~) AND RUN NORTH 13°15'58" WEST FOR 336.96 FEET; THENCE RUN  
NORTH 68°36'12" EAST FOR 70.00 FEET; THENCE RUN SOUTH 07°52'12" EAST  
FOR 183.00 FEET; THENCE RUN SOUTH 40°45'12" EAST FOR 70.00 FEET;  
THENCE RUN SOUTH 53°57'47" EAST FOR 106.47 FEET; THENCE RUN SOUTH  
68°38'56" WEST FOR 155.36 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "B"**

**COVENANT FOR STORM WATER RUN-OFF CONTROL**

Grantee does, for itself, its successors and or assigns, herewith covenant and agree to take all measures necessary to prevent sediment and other pollutants in water used in the construction process or storm water run-off from disturbed areas from leaving the boundaries of the lot herein conveyed. Grantee further covenants to exercise Best Management Practices (BMPs) for control of pollutants in storm water run-off and to comply with all city, county and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act and the Alabama Environmental Management Act. Should Grantee fail to comply with this covenant, Grantor does reserve an easement over and across the property herein conveyed for itself, its agents, sub-contractors or assigns in order to install, erect or maintain the appropriate measures to meet or exceed Best Management Practices for the control of pollutants or situation in storm water run-off. Grantor further reserves the right and authority to impose a lien on the property herein conveyed for the collection of cost incurred in the installation, erection or maintenance of such measures provided Grantee does not reimburse Grantor for such cost within 10 days after receipt of written demand. The foregoing shall be and is a covenant running with the land to the benefit of Grantor, its successors and or assigns.

Grantee does hereby acknowledge and agree to the matters stated herein:

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