



20061228000632690 1/3 \$37.00
Shelby Cnty Judge of Probate,AL
12/28/2006 12:00:31PM FILED/CERT

**This instrument prepared
without examination of title by:**
Mary Thornton Taylor, Esquire
% 3570 Grandview Parkway, Suite 100
Birmingham, Alabama 35243

Send tax notice to:

Sherman Holland, Jr.¹

-20,000

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
) KNOW ALL PERSONS BY THESE PRESENTS:
SHELBY COUNTY)

That for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned **HOLLAND LAKES, INC.**, an Alabama corporation ("Grantor"), does by these presents grant, bargain, sell and convey unto **SHERMAN HOLLAND, JR.** ("Grantee"), the following described real estate situated in Shelby County, Alabama (the "Property") to-wit:

Lot 192 according to the Final Plat of Holland Lakes Sector 3 as recorded in Map Book 37, Page 85 in the Office of the Judge of Probate of Shelby County, Alabama.

The Property is conveyed subject to the following:

- (1) Ad valorem taxes and municipal assessments due and payable October 1, 2007 and all subsequent years thereafter;
- (2) Fire district, library district and municipal assessments for 2007 and subsequent years not yet due and payable, if any;
- (3) Mineral and mining rights not owned by Grantor;
- (4) The terms, provisions, covenants, conditions and restrictions of the Holland Lakes Declaration of Covenants, Conditions and Restrictions recorded as Instrument No. 20050425000196100 and the First Amendment thereto recorded as Instrument No. 20050602000267270 in the Probate Office of Shelby County, Alabama, and as may be further amended from time to time in accordance therewith (collectively with all amendments thereto, the "Declaration") including, without limitation, the rules and regulations promulgated by the Holland Lakes Owners Association, Inc. (the "Association"), the Architectural Review Committee's right to approve or deny plans and specifications for any and all improvements within the Property pursuant to Article V, the use restrictions of Article VI, and the maintenance requirements of Article VII. Notwithstanding the foregoing, Grantee shall be exempt from the following provisions of the Declaration:
 - (i) Grantee will be an Owner, as defined in the Declaration, for purposes

- of all terms and provisions of the Declaration except that Grantee shall not be a member of the Association nor have the right to vote as a member of the Association and membership in the Association shall not be appurtenant to the Property; and
- (ii) Grantee shall not be obligated to pay Annual or Special Assessments to the Association as is required of other Owners under Article VIII of the Declaration.
- (5) All covenants, conditions, restrictions, easements, rights-of-way and other matters of record, present zoning classification and requirements, subdivision regulations and other applicable governmental regulations and restrictions.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for himself and for his successors and assigns, that Grantor shall not be liable for and Grantee hereby waives, releases and forever discharges Grantor, its officers, agents, employees, directors, shareholders, partners, predecessors, contractors, subcontractors, mortgagees and each of their respective successors and assigns, from any and all liability claims and causes of action of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of or arising out of any past, present or future soil, surface and/or subsurface conditions, known or unknown, (including, without limitation, radon, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property.

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

IN WITNESS WHEREOF, Grantor **HOLLAND LAKES, INC.**, by its Vice President who is authorized to execute this Statutory Warranty Deed, has hereto set its signature and seal this 9th day of November, 2006.

HOLLAND LAKES, INC.

An Alabama corporation

By: 

Steven R. Chester

Its Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Steven R. Chester, whose name as Vice President of HOLLAND LAKES, INC., an Alabama corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before



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me on this day that, being informed of the contents of such instrument, 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 seal, this 9th day of November, 2006.

Kara M. Bowman
Notary Public

(SEAL)

My commission expires:

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 21, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

Shelby County, AL 12/28/2006
State of Alabama

Deed Tax: \$20.00