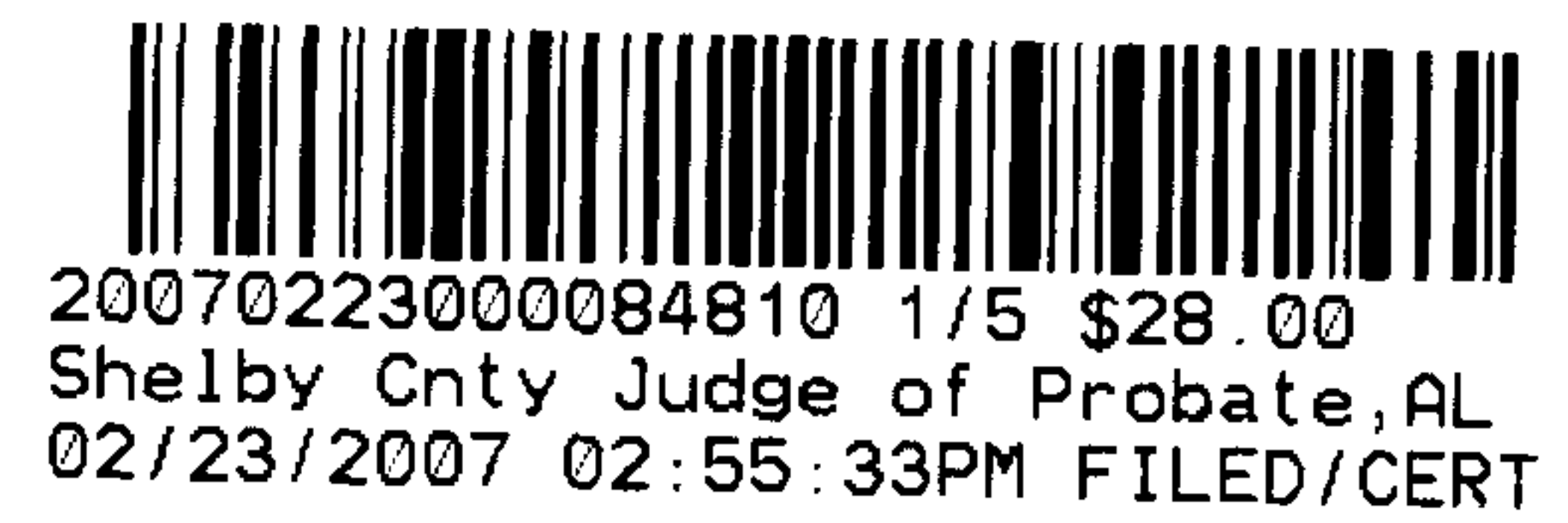


Value \$5,000.00



**This instrument prepared without  
examination of title by:**

Mary Thornton Taylor, Esquire  
3570 Grandview Pkwy, Ste 100  
Birmingham, Alabama 35243

**Send tax notice to:**

Foothills Point Owners Assoc., Inc.  
% Grandview Management, Inc.  
P.O. Box 382735  
Birmingham, Alabama 35238-2735

**STATUTORY WARRANTY DEED**

**STATE OF ALABAMA** )

) **KNOW ALL PERSONS BY THESE PRESENTS:**

**SHELBY COUNTY** )

That for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned **FOOTHILLS PARTNERS, LLC**, an Alabama limited liability company ("Grantor"), does by these presents grant, bargain, sell and convey unto **FOOTHILLS POINT OWNERS ASSOCIATION, INC.**, an Alabama not for profit corporation ("Grantee"), the following described real estate situated in Shelby County, Alabama (collectively, the "Property"), to-wit:

The two Common Area parcels as shown on Exhibit A  
attached hereto and made a part hereof and generally described as follows:

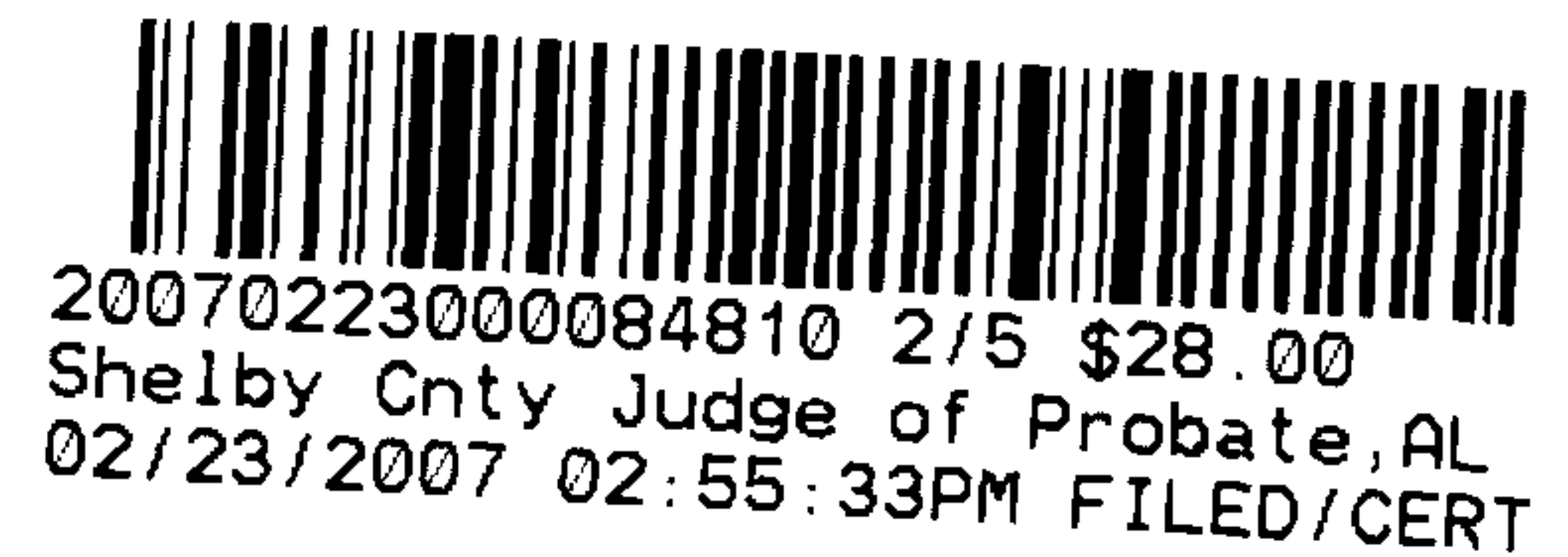
**PARCEL 1:** the 20' strip of land running along the easterly boundaries of Lots 12 through 23, inclusive, according to the subdivision plat of Foothills Point Third Sector as recorded in Map Book 35, Page 136 in the Office of the Judge of Probate of Shelby County, Alabama.

**PARCEL 2:** the strip of land running along the westerly boundaries of Lots 1 through 11, inclusive, according to the subdivision plat of Foothills Point Third Sector as recorded in Map Book 35, Page 136 in the Office of the Judge of Probate of Shelby County, Alabama and extending to the toe of the slope.

The Property is conveyed subject to the following:

- (1) Ad valorem taxes due and payable October 1, 2007 and all subsequent years thereafter;
- (2) Fire district and library district assessments for 2007 and subsequent years not yet due and payable;
- (3) Easements, covenants, conditions, restrictions, rights of way and all matters of record;





- (4) The Foothills Point Declaration of Covenants, Conditions and Restrictions recorded as Instrument # 20031223000824110 in the Probate Office of Shelby County, Alabama as has been and may be amended from time to time (which, together with all amendments thereto is the "Declaration"). The Property conveyed hereby shall be owned and maintained by Grantee as "Common Area" as such term is defined in the Declaration and subject to the terms and provisions thereof.

Grantor hereby assigns to Grantee, and Grantee hereby accepts and assumes, all rights and obligations of Grantor in its capacity as the Developer and owner of the Property under the Declaration. Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives and releases and forever discharges Grantor, its officers, agents, employees, directors, shareholders, partners, contractors, subcontractors, mortgagees and each of their respective successors and assigns, for 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** to the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor **FOOTHILLS PARTNERS, LLC**, by its Manager, has hereto set its signature and seal this 29th day of January, 2007.

**FOOTHILLS PARTNERS, LLC**

By: William D. Acton  
William D. Acton  
Its Manager

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

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **William D. Acton**, whose name as Manager of FOOTHILLS PARTNERS, LLC, an Alabama limited liability company, 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 such instrument,



he executed the same voluntarily for and as the act of said Manager of said limited liability company.

Given under my hand and seal, this 29<sup>th</sup> day of January, 2007.

(SEAL)

Jalea H. Bowman

Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 21, 2008  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

**ACKNOWLEDGEMENT, AGREEMENT AND  
ACCEPTANCE:**

**FOOTHILLS POINT OWNERS  
ASSOCIATION, INC.**

By:

William L. Thornton, III

William L. Thornton, III  
Its President

**STATE OF ALABAMA     )  
JEFFERSON COUNTY    )**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Thornton, III, whose name as President of FOOTHILLS POINT OWNERS ASSOCIATION, INC., an Alabama not for profit 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 29<sup>th</sup> day of January, 2007.


(SEAL)

Jalea H. Bowman

Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 21, 2008  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

  
20070223000084810 4/5 \$28.00  
Shelby Cnty Judge of Probate, AL  
02/23/2007 02:55:33PM FILED/CERT

**EXHIBIT A  
TO THE DEED FROM  
FOOTHILLS PARTNERS, LLC  
TO  
FOOTHILLS POINT OWNERS ASSOCIATION, INC.**

DEPICTION OF COMMON AREAS



