


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

Send Tax Notice to:  
Holly Mattson and Peggy Duke  
2009 Grove Park Way  
Birmingham AL 35242

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

  
20070921000443670 1/3 \$67.00  
Shelby Cnty Judge of Probate, AL  
09/21/2007 08:47:20AM FILED/CERT

STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of FIFTY THOUSAND and NO/100 Dollars (\$50,000.00) to the undersigned grantor, HIGHLAND LAKES DEVELOPMENT, LTD., an Alabama limited partnership (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said HIGHLAND LAKES DEVELOPMENT, LTD, an Alabama limited partnership, does by these presents, grant, bargain, sell and convey unto **Holly Mattson**, an undivided 3/4 interest and unto Peggy Duke, an undivided 1/4 interest, (hereinafter referred to as "Grantee", whether one or more), in and to the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 1140, according to the Map of Highland Lakes, 11th Sector, an Eddleman Community, as recorded in Map Book 27, Page 84 A, B, C & D, 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 and further amended in Inst. #1999-31095, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 11th Sector, recorded as Instrument #2000-41316 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 above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2007, and all subsequent years thereafter, including any "roll-back taxes."
- (2) Public utility easements as shown by recorded plat, including any tree buffer line as shown on recorded plat.
- (3) 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, as amended in Inst. No. 1996-17543, Inst. #1999-31095, Inst.# 1999-31096 and Instrument #1999-43196 in said Probate Office, 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.
- (4) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 11th Sector, as recorded as Instrument #2000-41316, in said Probate Office.
- (5) Subdivision restrictions shown on recorded plat in Map Book 27, Page 84 A, B, C & D.
- (6) Title to all minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for

CLAYTON T. SWEENEY, ATTORNEY AT LAW



injury or damage to persons or property as a result of the exercise of such rights as recorded in Instrument # 1998-7777; Instrument #1998-7778 and Deed Volume 81, Page 417; Instrument Book 28, Page 237, in said Probate Office.

(7) 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, rear and side setback: as per plot plan which must be approved by the ARC ; or
- (b) As per recorded map

(8) Cable agreement as set out in Instrument #1997-33476.

(9) Right(s) of Way(s) granted to the Birmingham Water & Sewer Board as set out in Inst. #1997-4027; Inst. #1996-25667; Inst. #2001-22920 and Inst. #2000-12490 in said Probate Office.

(10) Lake Easement Agreement executed by Highland Lake Properties, Ltd. and Highland Lake Development, Ltd., providing for easements, use by others, and maintenance of Lake Property described within Instrument #1993-15705 in said Probate Office.

(11) 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.

(12) All other right-of-ways, easements and limitations, in any in said Probate Office.

(13) Release of damages as set out in Inst. #2001-29804 in said Probate Office.

(14) Right of way granted to Alabama Power Company as recorded in Book 111, Page 408, Book 109, Page 70, Book 149, Page 380, Book 173, Page 364, Book 276, Page 670, Book 134, Page 408, Book 133, Page 212, Book 133, Page 210 & 212, Real Volume 31, Page 355 and Instrument #1994-1186.

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, its 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 shall mean and refer to (i) the partners, agents and employees of Grantor; (ii) the officers, directors, employees and agents of general partners of Grantor or partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.



**TO HAVE AND TO HOLD** to the said Grantees, their heirs and assigns, forever.

**IN WITNESS WHEREOF**, the said Grantor has hereunto set its hand by its duly authorized officer this 10<sup>th</sup> day of September, 2007.

GRANTOR:

HIGHLAND LAKES DEVELOPMENT, LTD.

an Alabama Limited Partnership

By: Eddleman Properties, Inc.

Its General Partner

By:

Douglas D. Eddleman  
Douglas D. Eddleman,

Its President

HIGHLAND LAKES - 11th Sector

Lot 1140 - Holly Mattson and Peggy Duke

**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 Eddleman Properties, Inc., an Alabama Corporation, which is General Partner of Highland Lakes Development, Ltd., an Alabama Limited Partnership, 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 acting in its capacity as general partner of said limited partnership.

Given under my hand and official seal of office this the 10<sup>th</sup> day of September, 2007.

[Signature]  
NOTARY PUBLIC

My Commission expires: 6-5-2011

The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantee, his/her successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

[Signature]  
Holly Mattson

[Signature]  
Peggy Duke

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

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Holly Mattson and Peggy Duke 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 10<sup>th</sup> day of September, 2007.

[Signature]  
NOTARY PUBLIC

My Commission expires: 6-5-2011



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