

\$25,000 /N

20090831000334380 1/3 \$42.00
Shelby Cnty Judge of Probate, AL
08/31/2009 09:41:29 AM FILED/CERT

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

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

Send tax notice to:

Chesser Reserve Owners Assoc., Inc.
% Rouland Management Services, Inc.
2080 Highway 33, Suite C
Birmingham, Alabama 35124

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 **CHESSER PLANTATION, LLC**, an Alabama limited liability company ("Grantor"), does by these presents grant, bargain, sell and convey unto **CHESSER RESERVE OWNERS ASSOCIATION, INC.**, an Alabama not for profit corporation ("Grantee"), the following described real estate situated in Shelby County, Alabama (the "Property"), to-wit:

THE POOL COMMON AREA AS SHOWN ON
THE SURVEY OF THE CHESSER RESERVE POOL
RECORDED IN MAP BOOK 39, PAGE 138
IN THE OFFICE OF THE JUDGE OF PROBATE
OF SHELBY COUNTY, ALABAMA

The Property is conveyed subject to the following:

- (1) Ad valorem taxes due and payable October 1, 2009 and all subsequent years thereafter;
- (2) Fire district and library district assessments for 2009 and subsequent years not yet due and payable;
- (3) Easements, covenants, conditions, restrictions, rights of way and all matters of record;
- (4) The Chesser Reserve Declaration of Covenants, Conditions and Restrictions recorded as Instrument # 20070710000325070 in the Probate Office of Shelby County, Alabama as 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 shall be subject to the terms and provisions of 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 **CHESSER PLANTATION, LLC** has hereto set its signature and seal this 31st day of August, 2009.

CHESSER PLANTATION, LLC

By: The Crest at Greystone, Inc.
Its Manager and Member

By: 
William L. Thornton, III
Its President

**ACKNOWLEDGEMENT, AGREEMENT AND
ACCEPTANCE:**

**CHESSER RESERVE OWNERS
ASSOCIATION, INC.**

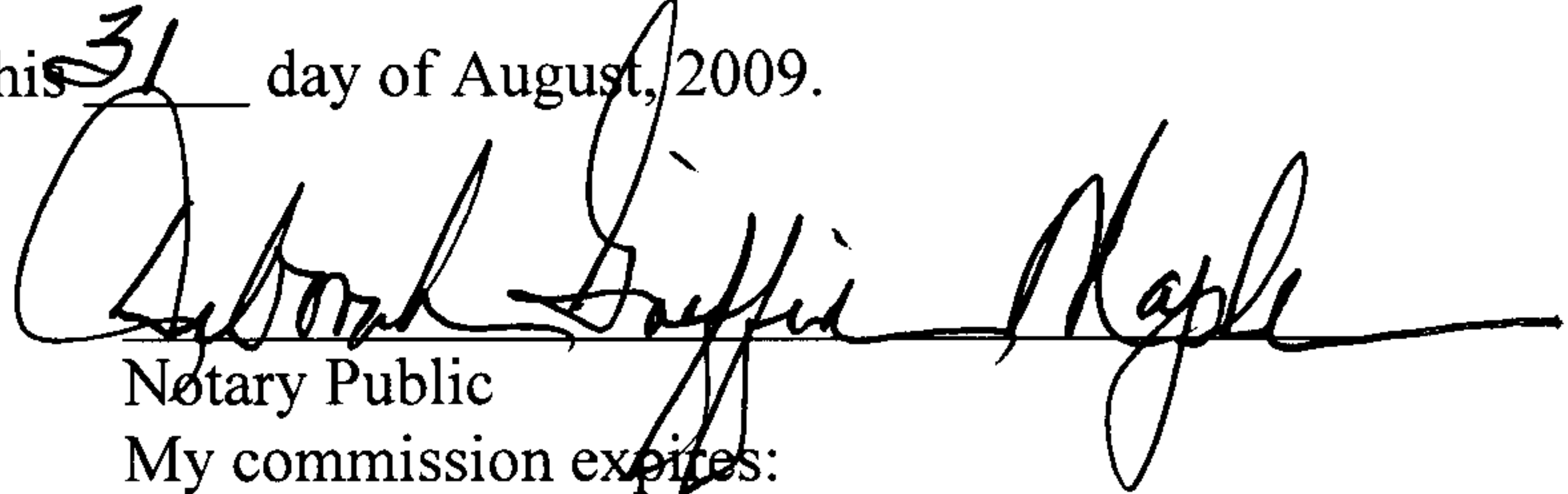
By: 
William L. Thornton, III
Its President

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 The Crest at Greystone, Inc., as Manager and Member of CHESSER PLANTATION, 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 conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as Manager and Member as aforesaid.

Given under my hand and seal, this 31 day of August, 2009.

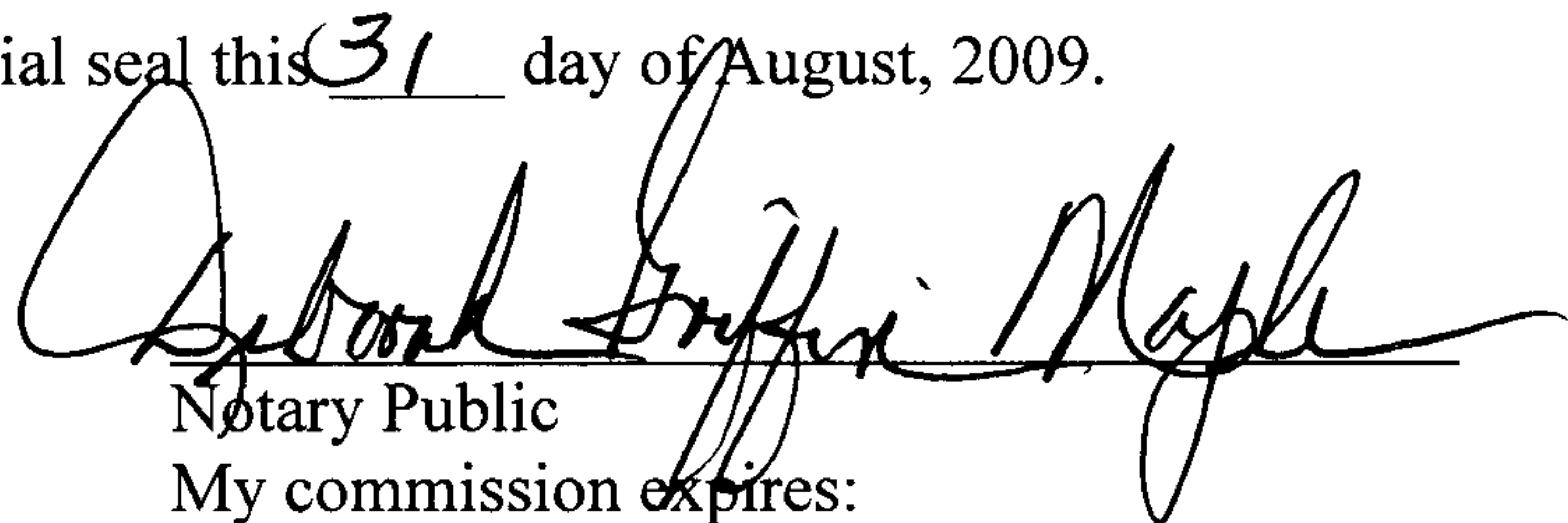

Notary Public
My commission expires:

(SEAL)

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 CHESSER RESERVE 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 31 day of August, 2009.


Notary Public
My commission expires:

(SEAL)