

GRANTEE'S ADDRESS:

2300 Olmstead  
Mt. Laurel, AL 35242

### WARRANTY DEED

STATE OF ALABAMA,

SHELBY COUNTY.

THIS INDENTURE made and entered into on this the 21<sup>st</sup> day of December, 2009,  
by and between **ROBERT RICHARD WALTER**, a married man, herein referred to as Grantor,  
and **ALL ABOUT IT, INC., DARLENE D. SELF and REBEKAH P. MILLS**, herein referred to as  
Grantee.

WITNESSETH: That the Grantor for and in consideration of ONE HUNDRED AND  
NO/100 DOLLARS (\$100.00) cash in hand paid, the receipt of which is acknowledged, has this  
day given, granted, bargained, sold and conveyed and do by these presents give, grant,  
bargain, sell and convey to the Grantee, in fee simple, the following described real estate, lying  
and being in Shelby County, to-wit:

Lots 3 - 11, Block 3, according to the survey of Mt. Laurel, Phase 1D, as  
recorded in Map Book 32, Page 61, in the Office of the Judge of Probate of Shelby  
County, Alabama.

The property is conveyed subject to the following (collectively, the "Permitted  
Exceptions"):

1. Ad valorem taxes and assessments for the current year and for all subsequent years thereafter.
2. Library district and fire district dues and assessments for the current year and all subsequent years thereafter.
3. All easements, restrictions, rights-of-way, reservations, building setback lines and other matters of record, including, specifically, the Mt. Laurel Deed Restrictions dated as of September 1, 2000, and recorded as Instrument #2000-35579 in the Probate Office and all amendments thereto (which, together with all amendments thereto, is hereinafter referred to as the "Master Deed Restrictions"), and the Mt. Laurel Declaration of Charter, Easements, Covenants and Restrictions dated as of September 1, 2000, and recorded as Instrument No. 2000-35580 in the Probate Office and all amendments thereto (which, together with all amendments thereto, is hereinafter referred to as the "Declaration").  
*Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*
4. Mining and mineral rights not owned by Grantor.
5. The Mt. Laurel Rules and Regulations, as defined in the Declaration, which are available from the Association, as the same may be amended from time to time.
6. The terms, provisions, requirements and regulations set forth in the Mt. Laurel Design Code, copies of which are available from the Mt. Laurel Design Review Board, as the same may be amended from time to time.
7. Live/Work Maintenance and Operating Agreement dated March 19, 2003, and recorded in Inst. No. 20030327000184520 and First Amendment dated April 24, 2003, and recorded in Inst. No. 20030429000261710 in the Probate Office of Shelby County, Alabama.



8. All other set back lines, easements, rights of way, restrictions, limitations, if any, of record.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself/herself and its successors and her heirs and assigns, executors, administrators, personal representatives, that:

- (a) Grantee has been given the absolute and unfettered right to conduct all inspections, tests, evaluations and investigations of the Property as Grantee, in its/her sole discretion, may determine to be necessary in order to satisfy Grantee of the physical and environmental condition of the Property and all other aspects of the Property;
- (b) Grantee has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property including, without limitation, the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Property;
- (c) Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Property or any portion thereof, the suitability or fitness of the Property for any intended or specific use, any matters which would be disclosed by a current and accurate survey of the Property or whether any underground storage tanks or any hazardous or toxic waste, substances or materials (including, but not limited to, asbestos, radon gas, formaldehyde and polychlorinated biphenyls), are currently present or at any time prior to the date hereof have been located in, on, under, upon or adjacent to the Property;
- (d) Grantee hereby irrevocably and unconditionally waives, releases and forever discharges Grantor, his heirs and assigns, employees, officers, directors, shareholders, affiliates, subsidiaries and mortgagees and their respective successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, suits obligations, damages, costs, expenses, losses and liability of every kind and nature, known or unknown, arising out of or as a result of any past, present or future soil, surface and subsurface condition, known or unknown (including, without limitation, sinkholes, underground mines, tunnels or water channels and limestone formations and deposits), under or upon the Property or any other real property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor or any affiliates or subsidiaries thereof;
- (e) The Property is subject to all of the terms and provisions of the Declaration, the Master Deed Restrictions, the Rules and Regulations, as defined in the Declaration, and the Mt. Laurel Design Code, as defined in the Declaration (collectively, the "Mt. Laurel Documents") and Grantee agrees to be bound by all of the terms and provisions of the Mt. Laurel Documents;
- (f) The Mt. Laurel Documents permit the Founder to make various changes and modifications to the Mt. Laurel Documents from time to time and at any time prior to the Turnover Date, as defined in the Declaration, without the consent or approval of any Owners (which would include Grantee);
- (g) The Master Plant for Mt. Laurel, which the Founder may change from time to time without the consent or approval of any Owners (which would include Grantee), contemplates that Mt. Laurel will be developed as a traditional neighborhood development which will mix commercial, residential and civic uses unlike that of typical or conventional suburban developments which separate residential from civic and commercial land uses. A traditional neighborhood development attempts to create a neighborhood of walkable streets and a range of housing types which are commingled with civic and commercial land uses. Accordingly, Single-Family Districts in Mt. Laurel may be directly adjacent to Townhouse Districts, Multi-Family Districts and Commercial Districts.
- (h) As provided in the Declaration, each Owner (which would include Grantee) will be a member of the Association, as defined in the Declaration, and the Association has the right to levy Assessments against the Property, which



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Assessments are secured by a lien on the Property and, if such Assessments are not timely paid, then such lien is subject to the foreclosure rights created by the Declaration;

- (l) Until the Turnover Date, as defined in the Declaration, all members of the Board of the Association and all officers of the Association are appointed (and subject to removal) solely by the Founder;
- (j) Only the real property shown on the Initial Plat and any Additional Property which is submitted to the Declaration and Master Deed Restrictions in accordance with the terms and provisions thereof is subject to the terms and provisions of the Declaration and the Master Deed Restrictions. The Founder has no obligation to submit or add any of the other real property shown on the Master Plan to the Declaration or the Master Deed Restrictions; and
- (k) As of the date hereof, all roadways, streets and alleyways within Mt. Laurel are private and will be maintained by the Association; however, the Founder has reserved the unilateral right under the Declaration to dedicate all or any portion of the Common Roads within Mt. Laurel to any Governmental Authority in which event such Common Roads would become public roadways.

SUBJECT PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR OR HIS SPOUSE.

TO HAVE AND TO HOLD to the said Grantee, her heirs and assigns forever.

And I do for myself and my heirs, executors and administrators, covenant with the said Grantee, her heirs and assigns, that I am lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise stated above; that I have a good right to sell and convey the same as aforesaid; that I will, and my heirs and assigns shall warrant and defend the same to the said Grantee, her heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has hereunto set his signature and seal on the day and year first above written.

 (SEAL)  
ROBERT RICHARD WALTER

STATE OF ALABAMA,

State of Alabama  
Deed Tax : \$36.00


TALLADEAG COUNTY.

I, the undersigned authority, a Notary Public for said County and State, hereby certify that ROBERT RICHARD WALTER, a married man, whose name 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 this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 21<sup>ST</sup> day of December, 2009.

  
NOTARY PUBLIC

This instrument prepared by:  
RUMSEY AND WILKINS  
Post Office Drawer 1325  
Sylacauga, Alabama 35150  
(256) 245-1930

  
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