

THIS INSTRUMENT PREPARED BY:  
JOSEPH CHARLES SOMMA, ESQ.  
CARIBOU NATIONAL TITLE, INC.  
2084 VALLEYDALE ROAD  
BIRMINGHAM, ALABAMA 35244

PLEASE SEND TAX NOTICES TO:  
PROMINENCE HOMES, LLC  
2084 VALLEYDALE ROAD  
BIRMINGHAM, ALABAMA 35244

CORPORATION  
WARRANTY DEED

STATE OF ALABAMA )  
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Twenty Thousand Five Hundred and No/100 Dollars (\$20,500.00)** the amount of which can be verified by the sales contract between the two parties, to the undersigned **GRANTOR(S)** in hand paid by the **GRANTEE(S)** herein, the receipt and sufficiency whereof is hereby acknowledged, I/we **South Grande View Development Company, Inc., an Alabama Corporation** whose address is 1969 Rocky Brook Drive, Birmingham, AL 35243 (herein referred to as **GRANTOR(S)**), do hereby grant, bargain, sell and fully convey unto **Prominence Homes, LLC** (herein referred to as **GRANTEE(S)**), the following described real estate, situated in Shelby County, Alabama, to-wit:

**Lot 1530, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster, 15th Addition, Map Book 32, Page 126, in the Probate Office of Shelby County, Alabama.**

Property address: 1068 Grande View Pass, Maylene, AL 35114.

Subject to: (1) Property taxes for the current year and any previous or subsequent years  
(2) easements, restrictions, reservations, rights-of-way, limitations, covenants and conditions of record, if any (3) mineral and mining rights, if any.

**TO HAVE AND TO HOLD** unto the said **GRANTEE(S)**, his/her/their heirs and assigns, forever.

(i) All valid and enforceable easements, covenants, conditions and restrictions of record, including, without limitation, that certain Declaration of Protective Covenants recorded in instrument #1995-05892, First Amendment to Declaration of Protective Covenants recorded in Instrument #1995-28543, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster 2<sup>nd</sup> Addition, recorded in Instrument #1995-28544, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster 3<sup>rd</sup> Addition as recorded in Instrument #1996-00339, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster, 4<sup>th</sup> Addition, recorded in Instrument #1996-29192, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabster, 9<sup>th</sup> Addition, Phase I, recorded in Instrument #2000-4501, and Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster, 9<sup>th</sup> Addition, Phase 2, recorded in Instrument #2001-1048 Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster, 15<sup>th</sup> Addition, recorded in Instrument # 20040223000092860, Articles of Incorporation of Grande View Estates homeowners' Association, Inc. recorded in Instrument #1995-05890 and By-Laws recorded in Instrument #1995-05891, in the Office of the Judge of Probate of Shelby County, Alabama (ii) the lien of ad valorem and similar taxes for 2001 and subsequent years, including any "roll-back" taxes and (iii) all matters that would be revealed by a current and accurate physical survey of the subject property.

Neither Grantor nor any Agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Grantee has the obligation to determine, either personally or through or with a representative of Grantee's choosing, any and all conditions of the Property material to Grantee's decision to buy the Property, including without limitation, subsurface conditions, including the presence or absence of sinkhole, mining activity, wells, or buried tanks and other objects, soils conditions; utility and sewer availability and condition. Except as otherwise stated in the Contract, Grantee accepts the Property in its Present "AS IS" condition.

By their acceptance of this deed, Grantee hereby covenants and agrees for themselves and their heirs, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or

to any buildings, improvements, or structures now or hereafter located upon the property, or on account of injuries to any owner, occupant, or other person in or upon the property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the property. 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 Grantor or trustees 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 the Grantee.

Grantee does, for themselves, their heirs and/or assigns, herewith covenant and agree to take all measures to prevent sediment and other pollutants in water used in the construction process or storm water run-off from disturbed areas from leaving the boundaries of the lot herein conveyed. Grantee further covenants to exercise Best Management Practices (BMP's) for control of pollutants in storm water runoff and to comply with all city and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act and the Alabama Environmental Management Act. Should Grantee fail to comply with this covenant, Grantor does reserve an easement over and across the property herein conveyed for itself, its agents, subcontractors or assigns in order to install, erect or maintain the appropriate measures to meet or exceed Best Management Practices for the control of pollutants or siltation in storm water runoff. Grantor further reserves the right and authority to impose a lien on the property herein conveyed for the collection of cost incurred in the installation, erection or maintenance of such measures provided guarantee does not reimburse Grantor for such costs within 10 days after receipt of written demand. The foregoing shall be and is a covenant running with the land to the benefit of Grantor, its successors and/or assigns.

**IN WITNESS WHEREOF, GRANTOR(S)** has/have hereunto set his/her/their hand(s) and seal, this the 2nd day of December, 2016.

**South Grande View Development Company, Inc., an Alabama Corporation**  
**BY: Concetta Givianpour, President**

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

I, the undersigned, a Notary Public, hereby certify that **Concetta Givianpour, as President of South Grande View Development Company, Inc., an Alabama Corporation**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument and with full authority, she/he has executed the same voluntarily on the day the same bears date.

Given under my hand this 2nd day of December, 2016.

Notary Public  
My commission expires:



**Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
02/07/2017 02:37:55 PM  
\$38.50 CHERRY  
20170207000046990**

*J. W. F. 20*