



20210722000355510 1/5 \$184.00  
Shelby Cnty Judge of Probate, AL  
07/22/2021 12:03:16 PM FILED/CERT

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

Send Tax Notice to:  
Linda T. Standberry  
1008 Springhill Lane  
Birmingham, AL 35242

**STATE OF ALABAMA        )**  
**COUNTY OF SHELBY        )**

Shelby County, AL 07/22/2021  
State of Alabama  
Deed Tax: \$150.00

## STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of **One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)** to the undersigned grantor, **Highland Lakes Development, LLLP, an Alabama limited liability limited partnership formerly known as Highland Lakes Development, Ltd.**, an Alabama limited partnership, (herein referred to as "Grantor"), pursuant to an Amended and Restated Certificate of Formation recorded on October 5, 2017 in Instrument No. 2017103845, in the Probate Office of Jefferson County, Alabama, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **Highland Lakes Development LLLP**, an Alabama limited liability limited partnership, does by these presents, grant, bargain, sell and convey unto **Linda T. Standberry**, (hereinafter referred to as "Grantee", whether one or more), her successors and assigns, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 1-659, according to the Amended Map of Highland Lakes, 1st Sector, Phase 6, an Eddleman Community, as recorded in Map Book 50, Pages 49 A, B, C, D & E, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH non-exclusive 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; First Amendment to Declaration as recorded in Instrument 1996-17543 and Second Amendment to Declaration as recorded in Instrument 1999-31095 in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, First Sector recorded in Instrument 1994-07112, Supplementary Declaration and Amendment as recorded in Instrument 20151230000442930, First Amendment to Declaration as recorded in Instrument 20190125000027330, Second Amendment to Declaration as recorded in Instrument 2020012300029590 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.

This instrument is executed as required by the articles of Organization and Operational Agreement of said limited liability company and same have not been modified or amended.

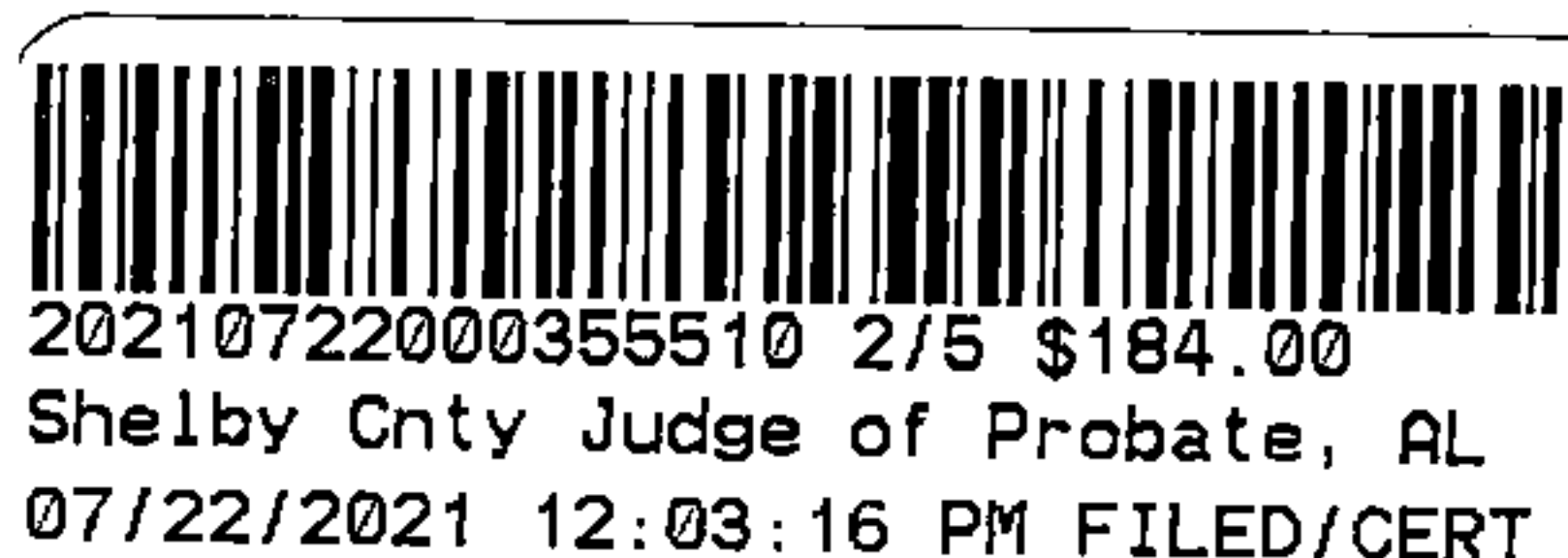
The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2021, and all subsequent years thereafter, including any "roll-back taxes."
- (2) 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, amended in Instrument #1996-17543 and further amended in Inst. #1999-31095, in said Probate Office of Shelby County, Alabama, 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.
- (3) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, First Sector, as recorded in Instrument #1994-07112; Supplementary Declaration and Amendment to the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, First Sector, as recorded in Instrument No. 20151230000442930 in the Probate Office of Shelby County, Alabama and First Amendment to Supplementary Declaration and Amendment to the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision,

First Sector, as recorded in Instrument No. 20190125000027330, and Second Amendment to Supplementary Declaration and Amendment to the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, First Sector, Phase 6, as recorded in Instrument No. 2020012300029590, in the Probate Office of Shelby County, Alabama.

- (4) Subdivision restrictions, limitations and conditions as set out in Map Book 50, Pages 49 A, B, C, D & and E, in said Probate Office.
- (5) Lake easement agreement executed by Highland Lakes Properties, Ltd. and Highland Lakes Development, Ltd. providing for easements, use by others and maintenance of lake property described within Instrument No. 1993-15705.
- (6) 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.
- (7) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out as Instrument #20190109000010310 and Instrument # 20061012000504650, in said Probate Office.
- (8) Public utility easements as shown by recorded plat, including any tree bufferline as shown on recorded plat.
- (9) 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 setback: As per plot plan which must be approved by the ARC;
  - (b) Rear setback: As per plot plan which must be approved by the ARC
  - (c) Side setback: As per plot plan which must be approved by the ARC
- (10) Right(s) of Way(s) granted to Alabama Power Company by instrument(s) recorded Deed Book 149, page 80; Deed Book 173, page 364, and Real Volume 31, page 355, in said Probate Office.
- (11) Right(s) of Way(s) granted to Birmingham Water and Sewer Board as set forth in Instrument #20041105000609960 and Instrument #20041105000609950 in said Probate Office.
- (12) Shelby Cable Agreement as recorded in Instrument #1997-19422.
- (13) Declaration of Easement for Lake as recorded in Instrument # 20050825000439370, refiled in Instrument #20131218000483630, in the Probate Office of Shelby County, Alabama.
- (14) Permits and easement to Southern Bell Telephone and Telegraph Company, recorded in Deed Book 327, Page 454; Deed Book 339, Page 403 and Deed Book 326, Page 580, in the Probate Office of Shelby County, Alabama.
- (15) Grant of Land Easement for Underground services to Alabama Power Company as recorded in Instrument # 20180103000000020 and Instrument # 20180103000000030, in the Probate Office of Shelby County, Alabama.
- (16) Terms and conditions as set out in Addendum #1 to that certain contract to purchase the property dated May 25, 2021, including, but not limited to, obligation to build with Eddleman Residential, LLC and re-purchase option reserved to Grantor within two years of the date of this deed. Said terms of the contract and Addendum #1 shall survive the execution and delivery of the deed.

Grantee agrees to observe and perform all obligations imposed upon said Grantee 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 Grantee, for itself and on behalf of its 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 and the Highland Lakes entities shall mean and refer to (i) the partners, agents and employees of Grantor and the Highland Lakes entities; (ii) the officers, directors, employees and agents of general partners of Highland Lakes Development, Ltd.; and (iii) any successors or assigns of Grantor and the Highland Lakes entities (as defined herein). This covenant and agreement shall run with the land conveyed hereby as against Grantees, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantees.

**TO HAVE AND TO HOLD** unto the said Grantee, her heirs, successors and assigns, forever.

**IN WITNESS WHEREOF**, the said Grantor has hereunto set its hand by its duly authorized officer this 21st day of July, 2021.

GRANTOR:

Highland Lakes Development, LLLP  
an Alabama limited liability limited partnership  
By: Highland Lakes Community, Inc.  
Its: General Partner

By:

  
Douglas D. Eddleman, President

Highland Lakes – 1st Sector Phase 6  
Lot 1-659-Linda T. Standberry

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

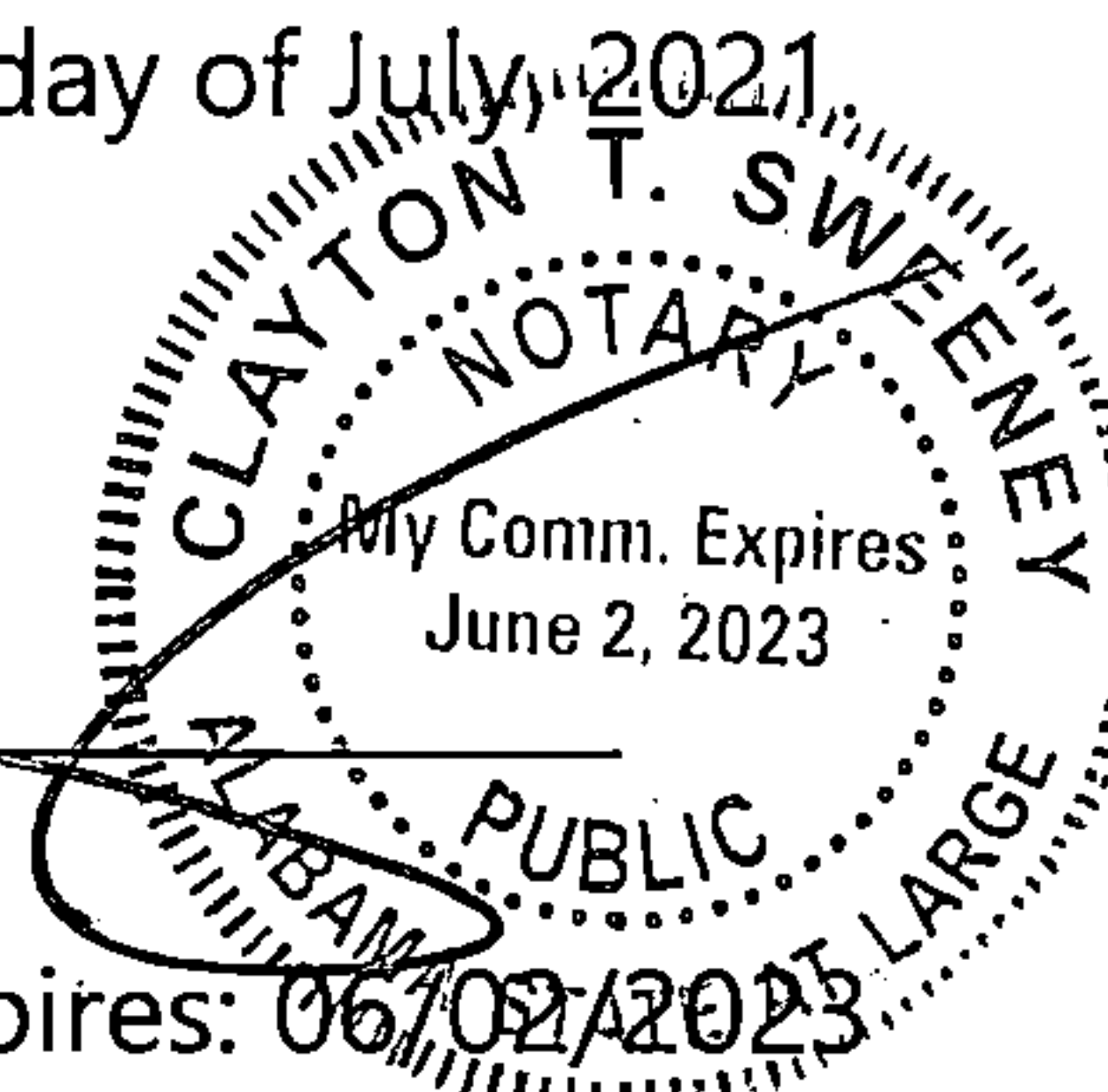
I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President of Highland Lakes Community, Inc., an Alabama corporation, in its capacity as General Partner of Highland Lakes Development, LLLP, an Alabama limited liability limited partnership, which 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 in its capacity as general partner of said limited liability limited partnership.

Given under my hand and official seal of office this the 21st day of July, 2021



  
Notary Public

My Commission Expires: 06/02/2023




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

  
Linda T. Standberry

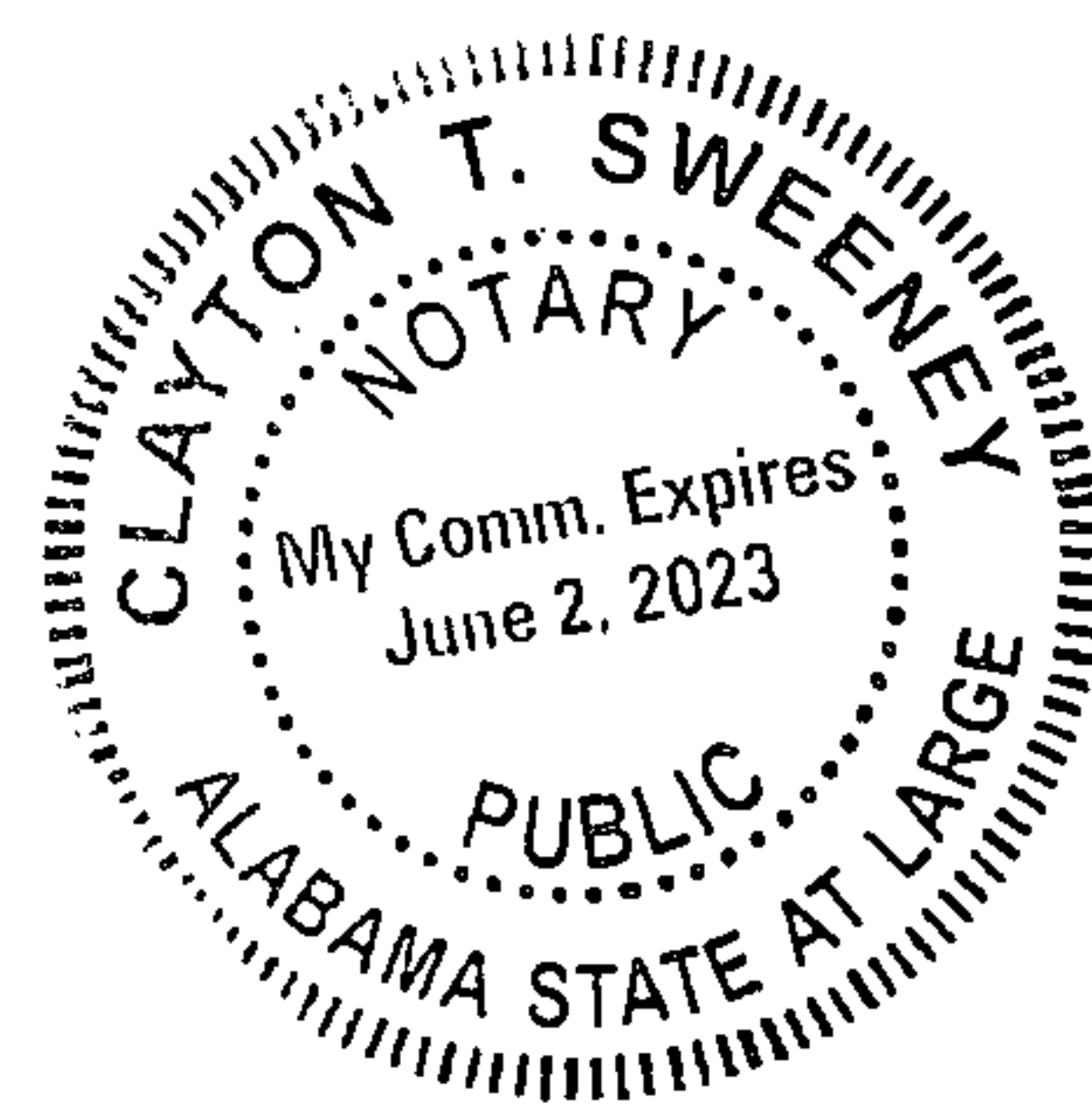
**STATE OF ALABAMA)  
COUNTY OF JEFFERSON)**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Linda T. Standberry, 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 the conveyance, she, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of July, 2021.

  
Notary Public

My Commission Expires: 06/02/2023



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# Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Highland Lakes Development, LLLP  
2700 Hwy. 280, Ste. 425  
Mailing Address Birmingham, AL 35223

Grantee's Name Linda T. Standberry  
1008 Springhill Lane  
Mailing Address Birmingham, AL 35242

Property Address 315 Southledge Place  
Birmingham, AL 35242

Date of Sale July 21, 2021

Total Purchase Price \$ 150,000.00

or

Actual Value \$

or

Assessor's Market Value \$



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The purchase price or actual value claimed on this form can be verified in the following documentary evidence:  
(check one) (Recordation of documentary evidence is not required)

- ☐ Bill of Sale  
☐ Sales Contract  
☒ Closing Statement

- ☐ Appraisal  
☐ Other  
☐ Deed

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

## Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available. Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date \_\_\_\_\_

Highland Lakes Development, LLLP  
By: Highland Lakes Community, Inc.  
Its General Partner  
Print By Douglas D. Eddleman, President

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one