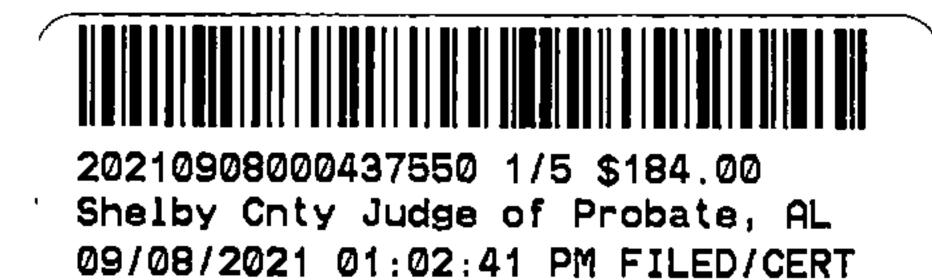
This instrument was prepared by: Clayton T. Sweeney, Esquire 2700 Highway 280 East, Suite 160 Birmingham, Alabama 35223

Send Tax Notice to: Erika Lam Yeap Harju 3830 Redmont Road Birmingham, AL 35213

## STATE OF ALABAMA ) COUNTY OF SHELBY )



## 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 Erika Lam Yeap Harju, (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 1-668, 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 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."
- 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.
- Opeclaration 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.

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, permitees, 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 noncontiguous. 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 26 day of August, 2021.

**GRANTOR:** 

Highland Lakes Development, LLLP an Alabama limited liability limited partnership

By: Highland Lakes Community, Inc.

Its: General Partner

Douglas D. Eddleman, President

Highland Lakes – 1st Sector Phase 6 Lot 1-668-Erika Lam Yeap Harju

20210908000437550 3/5 \$184.00 Shelby Cnty Judge of Probate, AL 09/08/2021 01:02:41 PM FILED/CERT

## 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 36 day of August, 2021.

Notary Rublic

My Commission Expires: 506

June 2, 2023

: My Comm. Expires

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.

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Erika Lam Yeap Harju

20210908000437550 4/5 \$184.00 Shelby Cnty Judge of Probate, AL 09/08/2021 01:02:41 PM FILED/CERT

STATE OF ALABAMA) Northampton COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Erika Lam Yeap Harju, 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 27 day of August, 2021.

Notary Public

My Commission Expires: 06/02/2023

6/24/2024

Commonwealth of Pennsylvania - Notary Seal Rebeca E. Suarez Rios, Notary Public Lehigh County My commission expires June 24, 2024 Commission number 1298612

Member, Pennsylvania Association of Notaries

## 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	Grantee's Name	Erika Lam Yeap Harju
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	3830 Redmont Road Birmingham, AL 35213
Property Address	921 Southledge Trace Birmingham, AL 35242	Date of Sale	August, 2021
•		Total Purchase Price	\$_150,000.00
		or	
		Actual Value	<u>\$</u>
		or	
		Assessor's Market Value	<u>\$</u>
(check one) (Record	r actual value claimed on this form can be lation of documentary evidence is not rec	uired)  Appraisal  Other  Deed	20210908000437550 5/5 \$184.00 Shelby Cnty Judge of Probate, AL 09/08/2021 01:02:41 PM FILED/CERT
is not required.			·
Grantor's name and mailing address.		structions the person or persons conveyin	g interest to property and their current
Grantee's name and i	mailing address - provide the name of the	person or persons to whom inter	est to property is being conveyed.
Property address - the property was conveyed		g conveyed, if available. Date of	Sale - the date on which interest to the
Total purchase price offered for record.	the total amount paid for the purchase o	of the property, both real and pers	sonal, being conveyed by the instrument
•	roperty is not being sold, the true value of its may be evidenced by an appraisal con	• • •	sonal, being conveyed by the instrument the assessor's current market value.
the property as deter		ne responsibility of valuing propert	alue, excluding current use valuation, of ty for property tax purposes will be used
•	my knowledge and belief that the information of the information of the contract of the contrac		s true and accurate. I further understand ted in Code of Alabama 1975 § 40-22-1
		Highland Lakes Develo By: Highland Lakes Cor Its: General Partner	•
Date		Print By Douglas D. Eddlema	an, President  ///////////////////////////////////
Unattested	(verified by)	Sign Grantor/Strantee/C	Owner/Agent) circle one

Form RT-1