

Send tax notice to:  
KSS PROPERTIES, LLC  
2001 Lake Heather Dr.  
Hoover, AL 35242

This instrument prepared by:  
Charles D. Stewart, Jr.  
Attorney at Law  
4898 Valleydale Road, Suite A-2  
Birmingham, Alabama 35242

STATE OF ALABAMA  
Shelby COUNTY

2022104

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That is consideration of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **BEAUMONT VILLAGE, LLC, a limited liability company** whose mailing address is: 3613 Wyngate Lane, Birmingham, AL 35242 (hereinafter referred to as "Grantor") by **KSS PROPERTIES, LLC, a limited liability company** whose property address is: **240 Inverness Center Drive, Birmingham, AL**, (hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantees, the following described real estate situated in Shelby County, Alabama, to-wit:

**See attached legal description Exhibit "A"**

SUBJECT TO:

1. Taxes for the year beginning October 1, 2023 which constitutes a lien but are not due and payable until October 1, 2024. Such state of facts as shown on record subdivision plat recorded in Map Book 59, page 23, Shelby County Records.
2. Building line(s) and Easement (s) as shown by recorded map.
3. Restrictions appearing of record in Instrument 20060411000166620, in the Probate Office of Shelby County, Alabama.
4. Easement to Bellsouth Telecommunications Inc d/b/a AT&T Alabama recorded in Instrument 2008020700051700, in the Probate Office of Shelby County, Alabama.
5. Mineral and mining rights and rights incident thereto recorded in Misc. Volume 5, page 355; Misc. Volume 4, page 442 and Misc. Volume 48, page 427, in the Probate Office of Shelby County, Alabama.
6. Agreement for Covenants as recorded in Instrument 20060607000270390, in the Probate Office of Shelby County, Alabama.
7. Easement to Alabama Power Company recorded in Instrument 20080401000130190 in the Probate Office of Shelby County, Alabama.
8. Covenants, Conditions, Restrictions, Reservations, Easements, Liens for Assessments, Options, Powers of Attorney, and Limitations on title created by the "Alabama Uniform Condominium Act of 1991", Ala. Code 35-8A-101, et seq., or set forth in the Declaration of Condominium of Beaumont Village Condominium, a condominium, dated 3-28-2008 and recorded in Instrument 20080328000126220; First Amendment to Declaration of Condominium as recorded in Instrument 20090612000225320; Second Amendment to Declaration of Condominium as recorded in Instrument 20100910000295330; Third Amendment to Declaration of Condominium as recorded in Instrument 20110527000157160; Fourth Amendment to Declaration as recorded in Instrument 20140827000269290; Fifth Amendment to Declaration as recorded in Instrument 20151222000435610; Sixth Amendment to Declaration as recorded in Instrument 20181101000386930; Corrected Sixth Amendment to Declaration as recorded in Instrument 20181107000394170; Notice of Rescission and Withdrawal of the Sixth Amendment as recorded in Instrument 20191028000395180; Seventh Amendment to Declaration as recorded in Instrument \_\_\_\_\_ and in the By-Laws of Beaumont Village Association, Inc. recorded as Exhibit C to the Declaration of Condominium of Beaumont Village Condominium; and in the Articles of Incorporation of Beaumont Village Association, Inc as recorded in Instrument 20080328000126230 in the Probate Office of Shelby County, Alabama.

\$0.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

The Grantor does for itself, its successors and assigns, covenant with the Grantee, his/her heirs, executors, administrators and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as shown above; that it has a good right to sell and convey the same as aforesaid; and that it will, and its successors and assigns shall, warrant and defend the same to the Grantee, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor, BEAUMONT VILLAGE, LLC, by Michael S Whitcomb, its Managing Member, who is authorized to execute this conveyance, has hereunto set its signature and seal on this the 12 day of February, 2024.

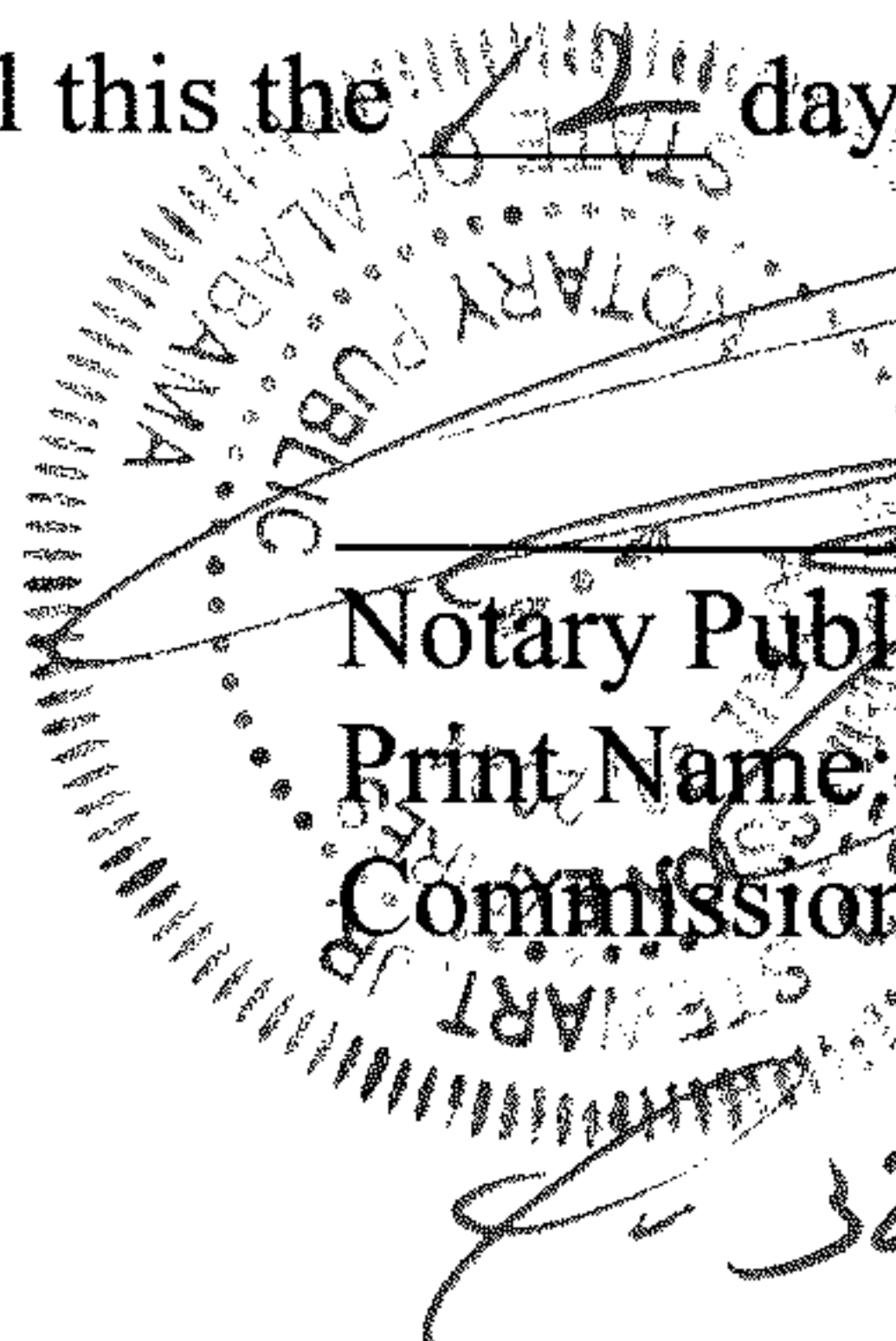
Beaumont Village, LLC

  
BY: Michael S Whitcomb  
ITS: Managing Member

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael S Whitcomb, whose name as Managing Member of Beaumont Village, LLC, 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 said instrument and with full authority, executed the same voluntarily for and as an act of said company.

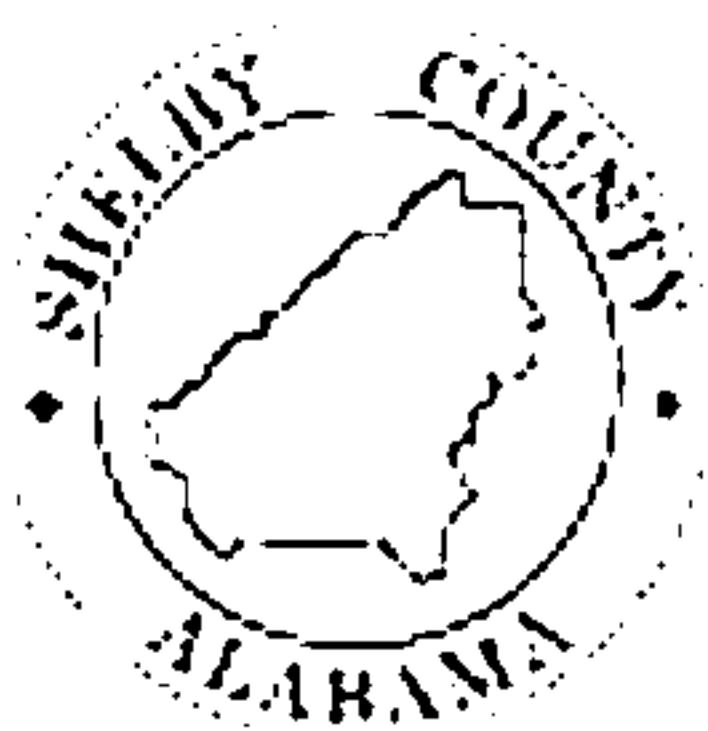
Given under my hand and official seal this the 12 day of February, 2024.

  
Notary Public  
Print Name: Robert J. Haddad, Jr.  
Commission Expires: 12-30-24



**Exhibit A**

**Proposed Pad Unit 240, in Beaumont Village Condominium, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument 20080328000126220; First Amendment to Declaration as recorded in Instrument 20090612000225320; Second Amendment to Declaration as recorded in Instrument 20100910000295330; Third Amendment to Declaration as recorded in Instrument 20110527000157160; Fourth Amendment to Declaration as recorded in Instrument 20140827000269290; Fifth Amendment to Declaration as recorded in Instrument 20151222000435610, Sixth Amendment to Declaration as recorded in Instrument 20181101000386930; Corrected Sixth Amendment to Declaration as recorded in Instrument 20181107000394170; Notice of Rescission and Withdrawal of the Sixth Amendment as recorded in Instrument 20191028000395180; Seventh Amendment to Declaration as recorded in Instrument 202402150000386000, in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "D" thereto and as recorded in The Condominium Plat of Beaumont Village Condominium, in Map Book 39, page 129; First Amended Condominium Plat of Beaumont Village Condominium as recorded in Map Book 41, page 31; Second Amended Condominium Plat of Beaumont Village Condominium as recorded in Map Book 42, page 6; Third Amended Condominium Plat of Beaumont Village Condominium recorded in Map Book 42, page 75; Fourth Amended Condominium Plat of Beaumont Village Condominium recorded in Map Book 44, page 51; Fifth Amended Condominium Plat of Beaumont Village Condominium recorded in Map Book 45, page 77; Sixth Amended Condominium Plat of Beaumont Village Condominium recorded in Map Book 58, page 53 and revised in Map Book 59, page 23 and any future amendments thereto, and to which said Declaration of Condominium the By-Laws of Beaumont Village Association Inc., are attached as Exhibit "C" thereto and the Articles of Incorporation of Beaumont Village Association Inc. as recorded in Instrument 20080328000126230, together with an undivided interest in the Common Elements assigned to said Unit, by Declaration of Condominium and Amendment thereto.**



**Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/15/2024 03:15:35 PM  
\$278.00 BRITTANI  
20240215000038870**

*Allie S. Boyd*