Send tax notice to:
Wesley B Hodgins
1079 Baldwin Lane
Birmingham, 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

2024201

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Six Hundred Eighty-Seven Thousand Five Hundred and 00/100 Dollars (\$687,500.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **Douglas Calvin and Lashane C Calvin, husband and wife**whose

mailing

address is: 3881 (2000) Wesley B Hodgins and Emily S Hodgins whose property address is: 1079

Baldwin Lane, Birmingham, AL, 35242 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, as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 2819, according to the Survey of Highland Lakes, 28th Sector, an Eddleman Community, as recorded in Map Book 34, page 30, in the Probate Office of Shelby County, Alabama. Together with nonexclusive 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 No. 1994-07111 and amended in Instrument No. 1996-17543, and further amended in Instrument No. 1999-31095, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 28th Sector, recorded as Instrument No. 20041109000615190, in the Probate Office of Shelby County, Alabama, (which, together with all amendments thereto, is hereinafter referred to as the "Declaration").

## SUBJECT TO:

- 1. Taxes for the year beginning October 1, 2023 which constitutes a lien but are not yet due and payable until October 1, 2024.
- 2. Easement(s), building line(s) and restriction(s) as shown on recorded map.
- 3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages.
- 4. 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 No. 1994-07111, amended in Instrument No. 1996-17543 and further amended in Instrument No. 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.
- 5. Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 28th Sector, as recorded as Instrument No. 20041109000615190, in said Probate Office.
- 6. Subdivision restrictions, limitations and conditions as set out in Map Book 34, Page 30 in said Probate Office.
- 7. 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) As per plot plan which must be approved by the ABC:
  - (a) As per plot plan which must be approved by the ARC;
- 8. 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 as shown by instrument recorded In Instrument No. 1993-15705, in the Probate Office.
- 9. Easement(s) for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd., to Highland Lakes Properties, Ltd., recorded as Instrument No. 1993-15704, in said Probate Office.

\$387,500.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

The Grantor does for itself, its successors and assigns, covenant with the Grantee, its successors 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 Grantees, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the day of June, 2024.

Jezougias Caivin

Lashane C Calvin

## STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas Calvin and Lashane C Calvin whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_\_ day of June, 2024.

Notary Public

Print Names Commission Expires:

A H N N

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/28/2024 09:34:29 AM
\$325.00 PAYGE

\$325.00 PAYGE 20240628000194430

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