


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

Send Tax Notice to:
Jawina M. Ruth and Reginald D. Ruth
1008 Springhill Lane
Birmingham, AL 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)


20240711000211360 1/4 \$718.50
Shelby Cnty Judge of Probate, AL
07/11/2024 01:01:40 PM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Ten and No/100 Dollars (\$10.00)** to the undersigned grantor, **Jawina M. Ruth and husband, Reginald D. Ruth and Spencer Barnett, an unmarried man**, (herein referred to as "Grantors"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said Grantors, do by these presents, grant, bargain, sell and convey unto **Jawina M. Ruth and Spencer Barnett**, (hereinafter referred to as "Grantee", whether one or more), their heirs, personal representatives, successors and assigns, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 3201 according to the Map of Highland Lakes, an Eddleman Community, 32nd Sector, an Eddleman Community, as recorded in Map Book 35, Page 23, 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 #1994-07111 and amended in Instrument No. 1996-17543, and further amended in Inst. #1999-31095, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 32nd Sector, recorded as Instrument #20050609000280550, 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.

The property conveyed herein does not constitute the homestead of the Grantor, Jawina M. Ruth, nor that of her spouse.

Jawina M. Ruth and Spencer Barnett are the heirs at law of Linda T. Standberry, grantee in that certain Warranty Deed recorded in Instrument 2007120600053120. Linda T. Standberry died on 3/9/2022. Heirship affidavits are being recorded simultaneously with this deed.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2024, 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, Thirty Second Sector, as recorded in Instrument #20050609000280550, in the Probate Office of Shelby County, Alabama.
- (4) Subdivision restrictions, limitations and conditions as set out in Map Book 35, Page 23, 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.

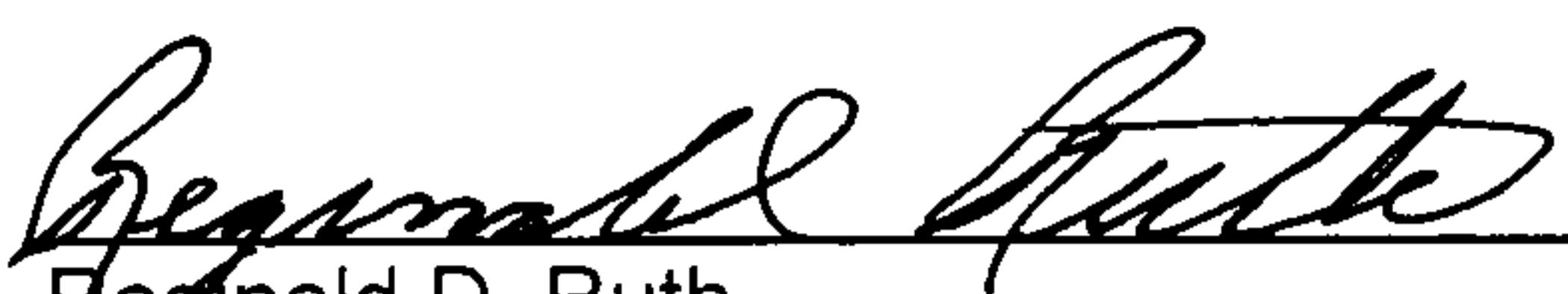
- (6) Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd., to Highland Lakes Properties, Ltd., recorded as Instrument #1993-15704, in said Probate Office.
- (7) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out as Deed Book 81, Page 417, 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 Book 111, Page 408, Book 109, Page 70, Book 149, Page 380, Book 173, Page 364, Book 276, Page 670, Book 134, Page 408 Book 133, Page 212, Book 133 Page 210, Real Volume 31, Page 355, and Instrument #1994-1186 in said Probate Office.
- (11) Rights(s) of Way(s) granted to Shelby County, Alabama by instrument(s) recorded in Book 196, Page 246 in said Probate Office.
- (12) Scenic View Easement as reserved in Article III Paragraph 3.3 in the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 32nd Sector, recorded as Instrument #20050609000280550

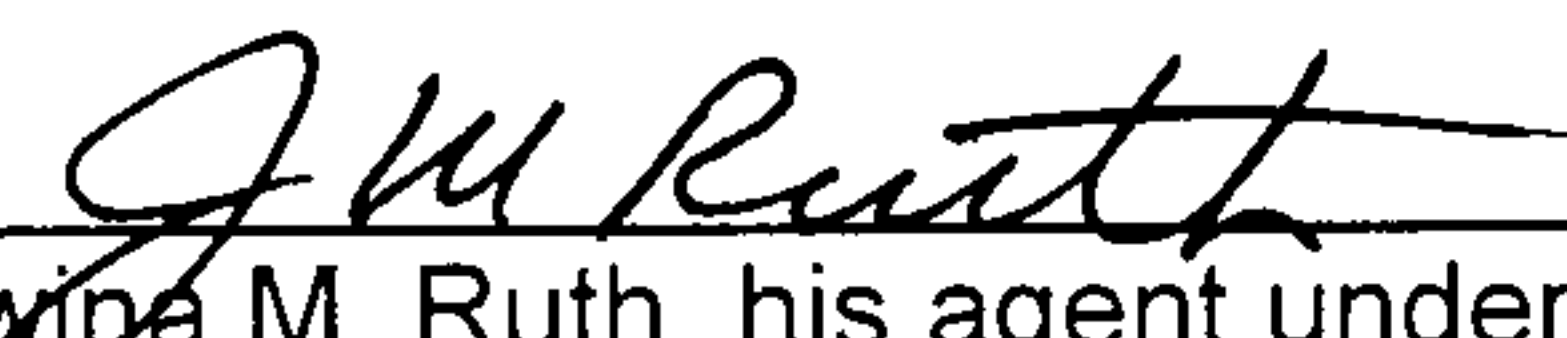
TO HAVE AND TO HOLD unto the said Grantee, their heirs, personal representatives, successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this 10th day of July, 2024.


Jawina M. Ruth


Spencer Barnett

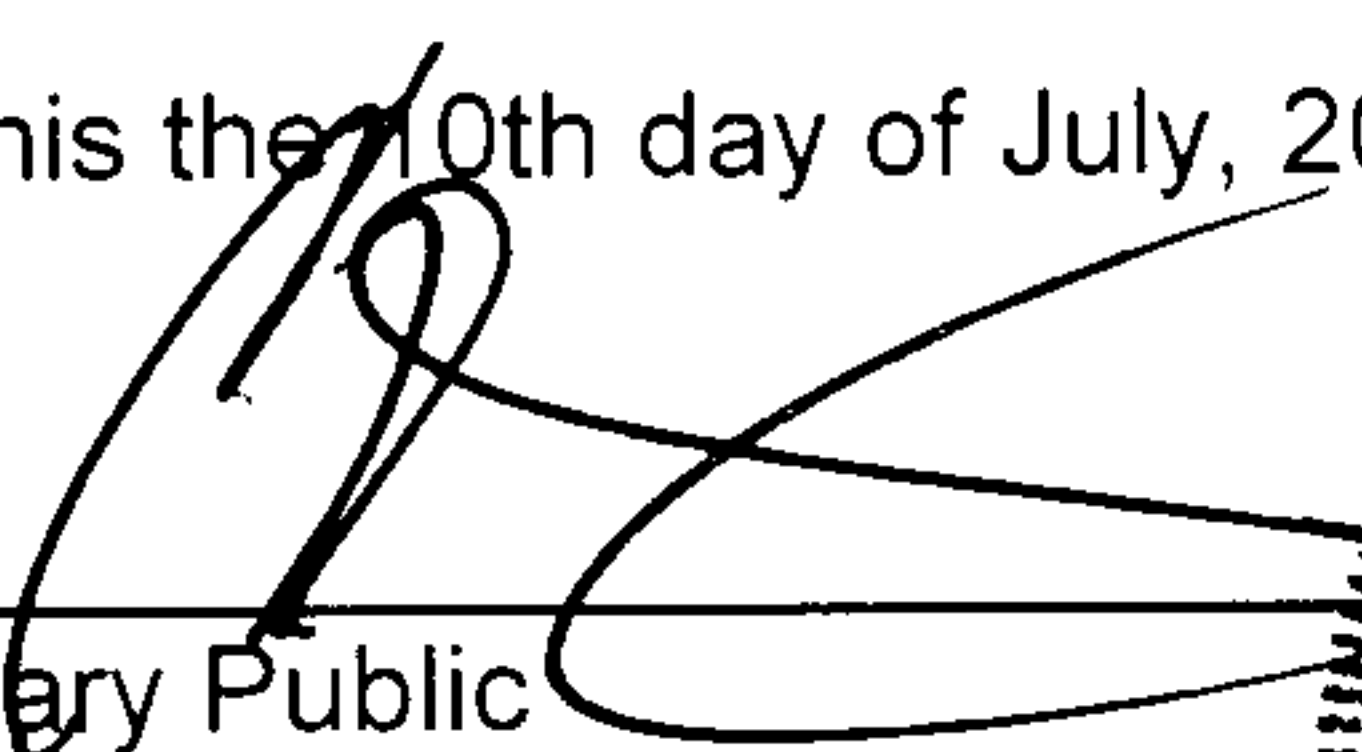
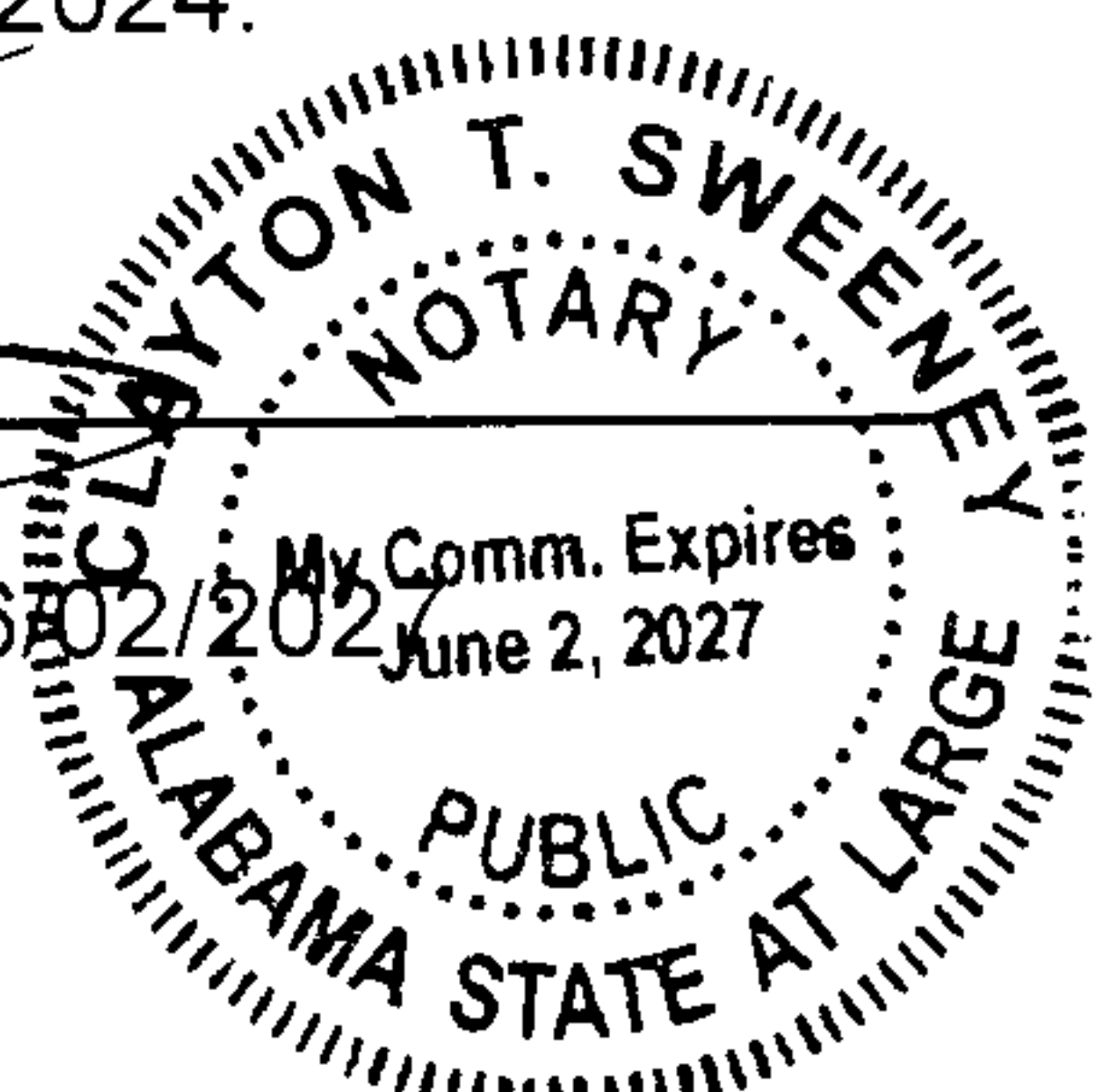

Reginald D. Ruth

BY: 
Jawina M. Ruth, his agent under Durable
Power of Attorney recorded in Shelby County
Instrument #20230816000247270

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

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Jawina M. Ruth and husband, Reginald D. Ruth, whose names are signed to the foregoing deed, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, they, executed the same voluntarily for on the day the same bears date.

Given under my hand and official seal of office this the 10th day of July, 2024.


Notary Public
My Commission Expires: 06/02/2027


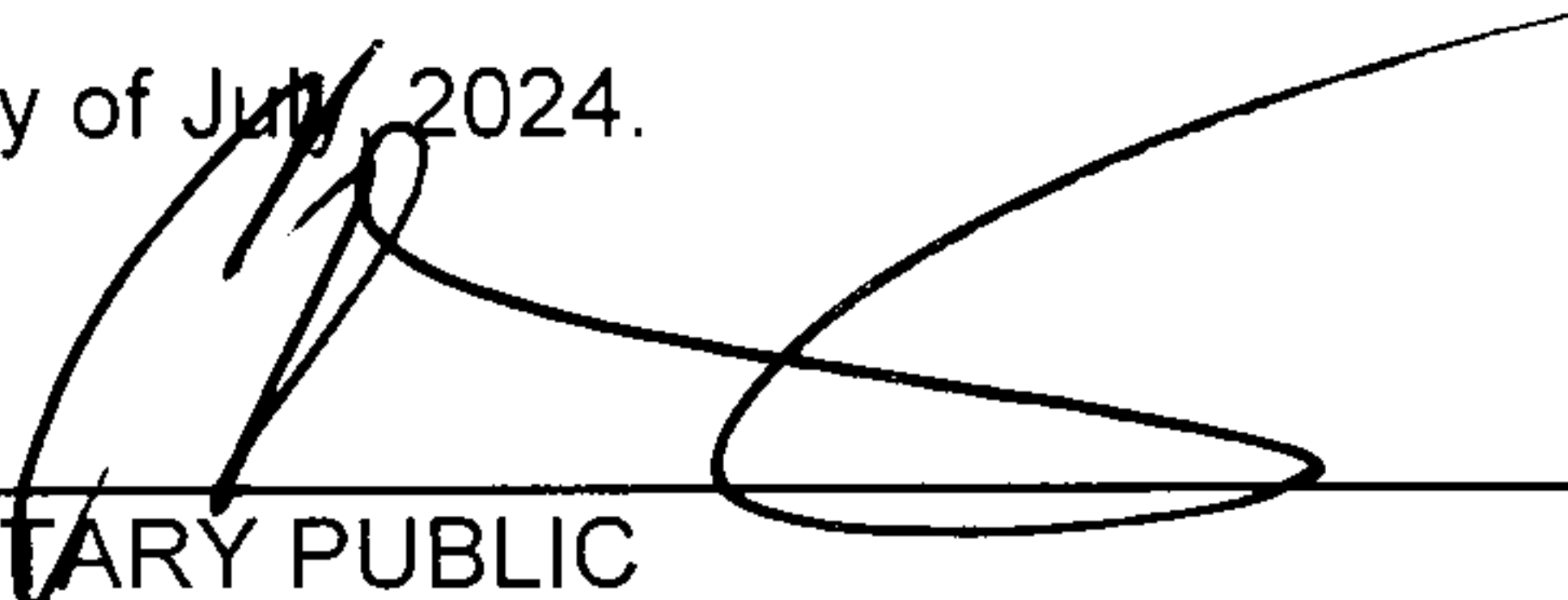
Power of Attorney Notary Acknowledgment

STATE OF ALABAMA }
COUNTY OF JEFFERSON }

20240711000211360 3/4 \$718.50
Shelby Cnty Judge of Probate, AL
07/11/2024 01:01:40 PM FILED/CERT

I, Clayton T. Sweeney, a Notary Public, in and for said county and in said state, hereby certify that **Jawina M. Ruth**, whose name as Agent or Attorney in Fact for **Spencer Barnett**, under that certain Limited Durable Power of Attorney recorded herewith in Instrument No. 20230816000247270 in the Probate Office of Shelby County, Alabama, 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, she, in her capacity as such Attorney in Fact, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 10th day of July, 2024.



NOTARY PUBLIC
My Commission Expires: 06/02/2027



Real Estate Sales Validation Form

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

Grantor's Name
Jawina M. Ruth and
Spencer Barnett

Grantee's Name
Jawina M. Ruth and
Spencer Barnett

Mailing Address
1008 Springhill Lane
Birmingham, AL 35242

Mailing Address
1008 Springhill Lane
Birmingham, AL 35242

Property Address
1008 Springhill Lane
Birmingham, AL 35242

Date of Sale
July 10, 2024

Total Purchase Price \$

or

Actual Value \$

or

Assessor's Market Value \$ 686,400.00

20240711000211360 4/4 \$718.50
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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/ Assessor's Appraised Value
☐ Other – property tax redemption

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

Print Jawina M. Ruth

Unattested

(verified by)

Sign

Jawina M. Ruth

(Grantor/Grantee/Owner/Agent) circle one