

This instrument prepared by:

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800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

STATE OF ALABAMA)
SHELBY COUNTY)

RELEASE FROM
DECLARATION OF RESTRICTIVE COVENANTS

THIS RELEASE, made and entered into this 12th day of August, 1998, by **LAKE PROVIDENCE, L.L.C.**, an Alabama limited liability company (hereinafter "Lake Providence"), in favor of **CHARLES L. DENABURG**, an individual, his successors and assigns (hereinafter "Denaburg").

WITNESSETH:

WHEREAS, on the 12th day of August, 1998, Lake Providence executed and recorded in the Office of the Judge of Probate of Shelby County, Alabama, that certain Declaration of Easements, Protective Covenants and Restrictions as Instrument Number 1998-31129, burdening the real estate described therein (hereinafter the "Declaration");

WHEREAS, of even date herewith, Lake Providence executed and delivered to Denaburg a Limited Warranty Deed, to transfer its fee interest in a portion of the real estate subject to the Declaration;

WHEREAS, in consideration for the granting of a Flood easement by Denaburg to Lake Providence, Lake Providence agreed to release from the encumbrance of said Declaration the property hereinafter described;

WHEREAS, the Members of Lake Providence have unanimously approved of the release of the Declaration from the property described herein; and

WHEREAS, Lake Providence is currently the only member of Lake Providence Homeowners' Association, Inc.

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SHELBY COUNTY JUDGE OF PROBATE
004 CRH 17.00


Inst # 1998-32964


NOW, THEREFORE, in consideration of the payment by Denaburg of TEN and no/100 Dollars (\$10.00) and other good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, Lake Providence hereby releases from the encumbrance and effect of said Declaration that particular portion of real property situated in Shelby County, Alabama, more fully described in Exhibit A attached hereto (the "Premises").

FURTHERMORE, Lake Providence does hereby release, remise and forever quitclaim to Denaburg, his successors and assigns, the above described premises, together with all tenements, hereditaments and appurtenances thereto, and further releases said Premises from any burden placed thereon or related thereto which was created by the Declaration.

IN WITNESS WHEREOF, Lake Providence has executed this instrument on the day and year first above written.

LAKE PROVIDENCE, L.L.C.

By: 
Mark A. Wesson
Its Managing Member

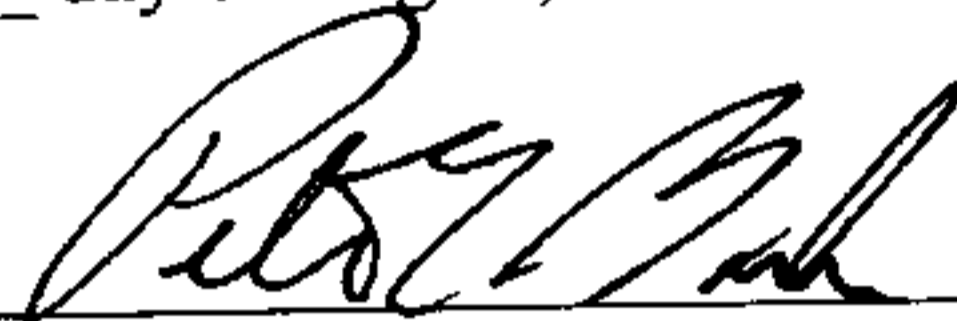
By: 
Glenn G. Waddell
Its Managing Member

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mark A. Wesson, whose name as Member of Lake Providence, L.L.C., an Alabama limited liability company, is signed to the foregoing Release from Declaration of Restrictive Covenants, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 4th day of August, 1998.



Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 15, 2002
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Glenn G. Waddell, whose name as Member of Lake Providence, L.L.C., an Alabama limited liability company, is signed to the foregoing Release from Declaration of Restrictive Covenants, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 4th day of August, 1998.



Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 15, 2002
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EXHIBIT A

Commence at a pine knot in place accepted as the Northwest corner of the Northeast one-fourth of the Northeast one-fourth of Section 7, Township 18 South, Range 1 East, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed South $65^{\circ} 03' 47''$ East for a distance of 375.15 feet; thence proceed North $50^{\circ} 44' 10''$ East for a distance of 243.43 feet to a point on the North boundary of said Section 7; thence proceed North $89^{\circ} 33' 17''$ West along the North boundary of said section for a distance of 528.67 feet to the point of beginning.

The above described land is located in the Northeast one-fourth of the Northeast one-fourth of Section 7, Township 18 South, Range 1 East, Shelby, County, Alabama.

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