

STATE OF ALABAMA)
)
)
COUNTY OF SHELBY)

1584

19761122000113390 1/15 \$.00
Shelby Cnty Judge of Probate, AL
11/22/1976 12:00:00 AM FILED/CERT

RIVERCHASE COVENANTS
R E S I D E N T I A L

AMENDMENT NO. 1 TO THE
DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, EASEMENTS, CHARGES AND
LIENS FOR RIVERCHASE (RESIDENTIAL)

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, THE HARBERT-EQUITABLE JOINT VENTURE, under Joint Venture Agreement dated January 30, 1974, an Alabama General Partnership composed of HARBERT CONSTRUCTION CORPORATION, a corporation, and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation (said Venture herein referred to as "DEVELOPER"), filed the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential) in Book 14, beginning at Page 536, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, DEVELOPER desires to modify the covenants as provided in this Amendment No. 1 in order to revise the maximum annual assessment per parcel by the Board of the Riverchase Residential Association as provided in Section 3.1 thereof.

NOW, THEREFORE, DEVELOPER does hereby proclaim, publish and declare that the said Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential) is amended as set forth herein:

ARTICLE III

- (1) Section 3.1 Assessment: The last sentence of Section 3.1 of the Declaration of Protective Covenants is modified to read as follows:

"Provided further that prior to 1985 the maximum annual charge per parcel shall not exceed \$250.00 as may be adjusted upward annually in an amount not to exceed ten percent (10%) of said maximum amount which could have been charged the preceding year."

IN WITNESS WHEREOF, THE HARBERT-EQUITABLE JOINT VENTURE, an Alabama General Partnership, has caused this Amendment No. 1 to the Declaration of Protective Covenants to be properly executed by each partner by their respective duly authorized officers.

THE HARBERT-EQUITABLE JOINT VENTURE,
an Alabama General Partnership

Witnesses:

By: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

[Signature]
[Signature]

By *[Signature]* sk/BA
Its Division Manager

Witnesses:

Stiel Hunter
C.W. Matthews

By: HARBERT CONSTRUCTION CORPORATION

By Ed W. Clifton
Its Vice President

STATE OF ALABAMA)
)
JEFFERSON COUNTY)



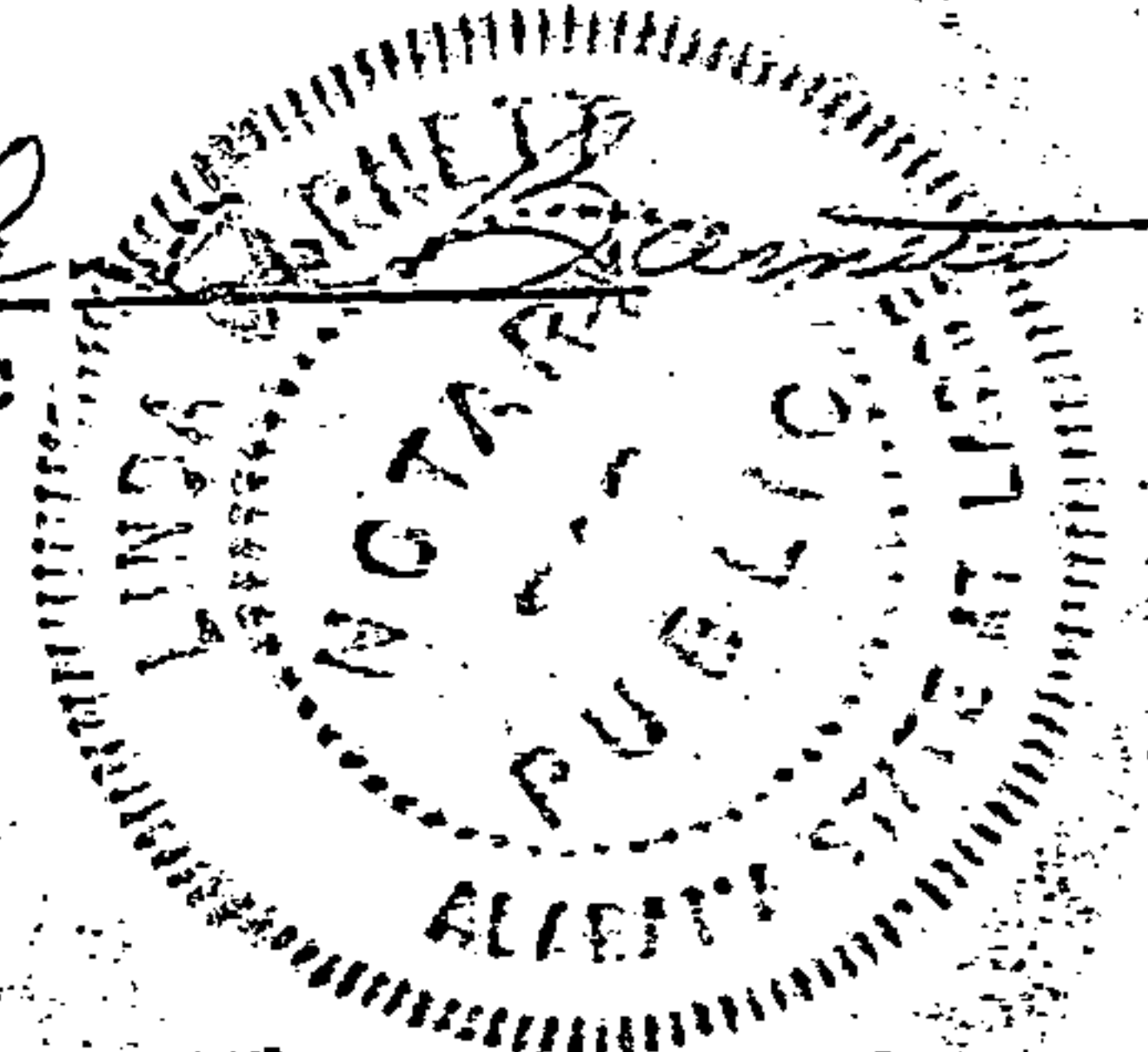
19761122000113390 2/15 \$.00
Shelby Cnty Judge of Probate, AL
11/22/1976 12:00:00 AM FILED/CERT

I, Linda Smith, a Notary Public in
and for said County, in said State, hereby certify that
Donald D. Evans, whose name as Division Manager of The Equitable
Life Assurance Society of the United States, a corporation as
General Partner of The Harbert-Equitable Joint Venture, under
Joint Venture Agreement dated January 30, 1974, 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
this instrument, he, as such officer and with full authority,
executed the same voluntarily for and as the act of said
corporation as General Partner of The Harbert-Equitable
Joint Venture.

Given under my hand and official seal, this the 15th
day of October, 1976.

Linda Smith
Notary Public

My Commission Expires: April 16, 1978



STATE OF ALABAMA)
)
JEFFERSON COUNTY)

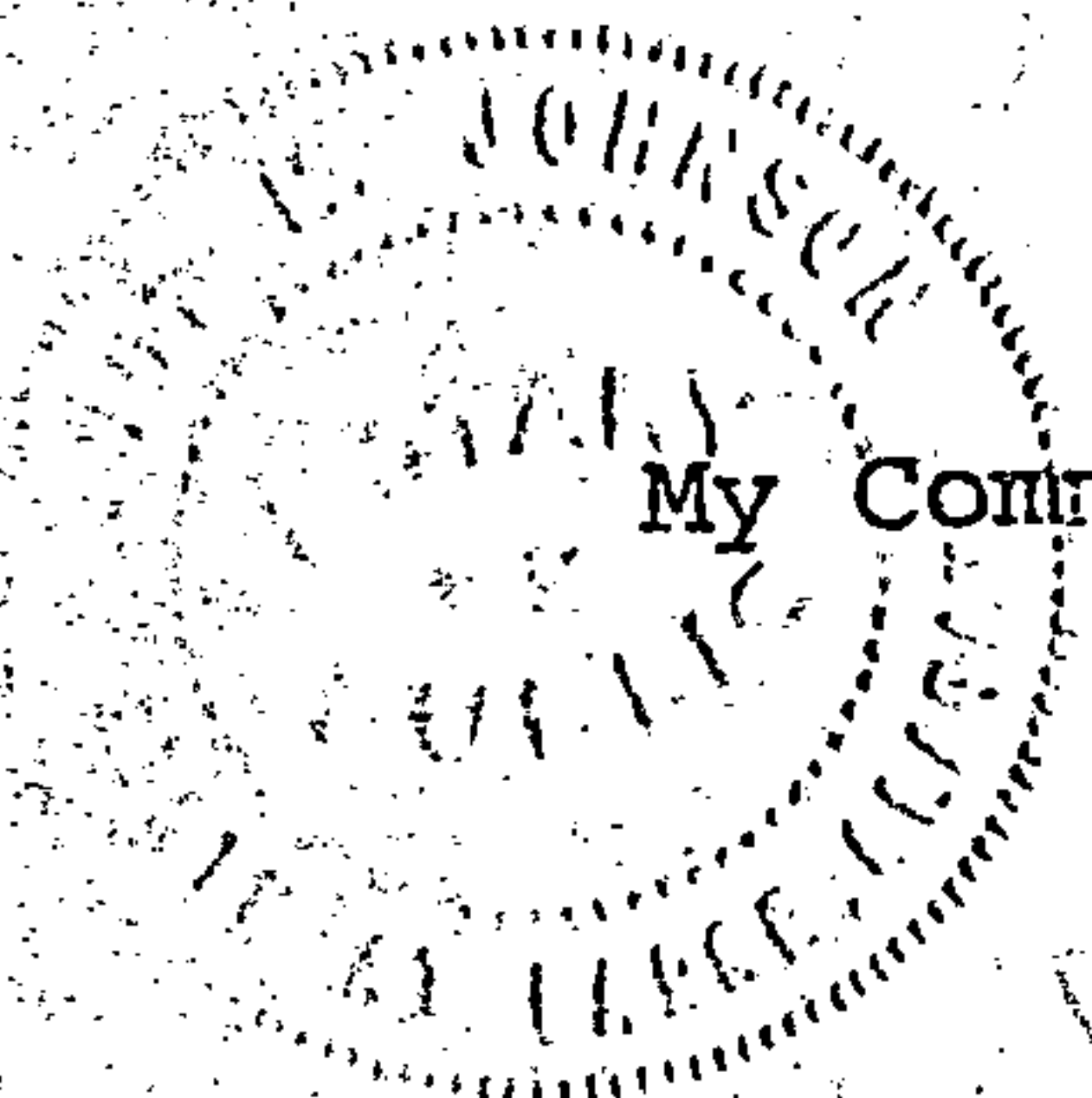
I, Judy Ann Johnson, a Notary Public in and for
said County in said State, hereby certify that Edwin M. DeLeon
whose name as Vice President of Harbert Construction Corporation,
a corporation as General Partner of The Harbert-Equitable Joint
Venture, under Joint Venture Agreement dated January 30, 1974,
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, he, as such officer, and with full
authority, executed the same voluntarily for and as the act of
said corporation as General Partner of The Harbert-Equitable
Joint Venture.

Given under my hand and official seal, this the 20th
day of November, 1976.

Judy Ann Johnson
Notary Public

My Commission Expires: 10/01/1980

BOOK 17 PAGE 551



THE UNDERSIGNED, being the present owners of all Riverchase residential lots sold as of the date of filing of this Amendment, hereby agree to and join in the foregoing Amendment No. 1 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential).

Witnesses:

By:

Its

Owner of Lot: 1



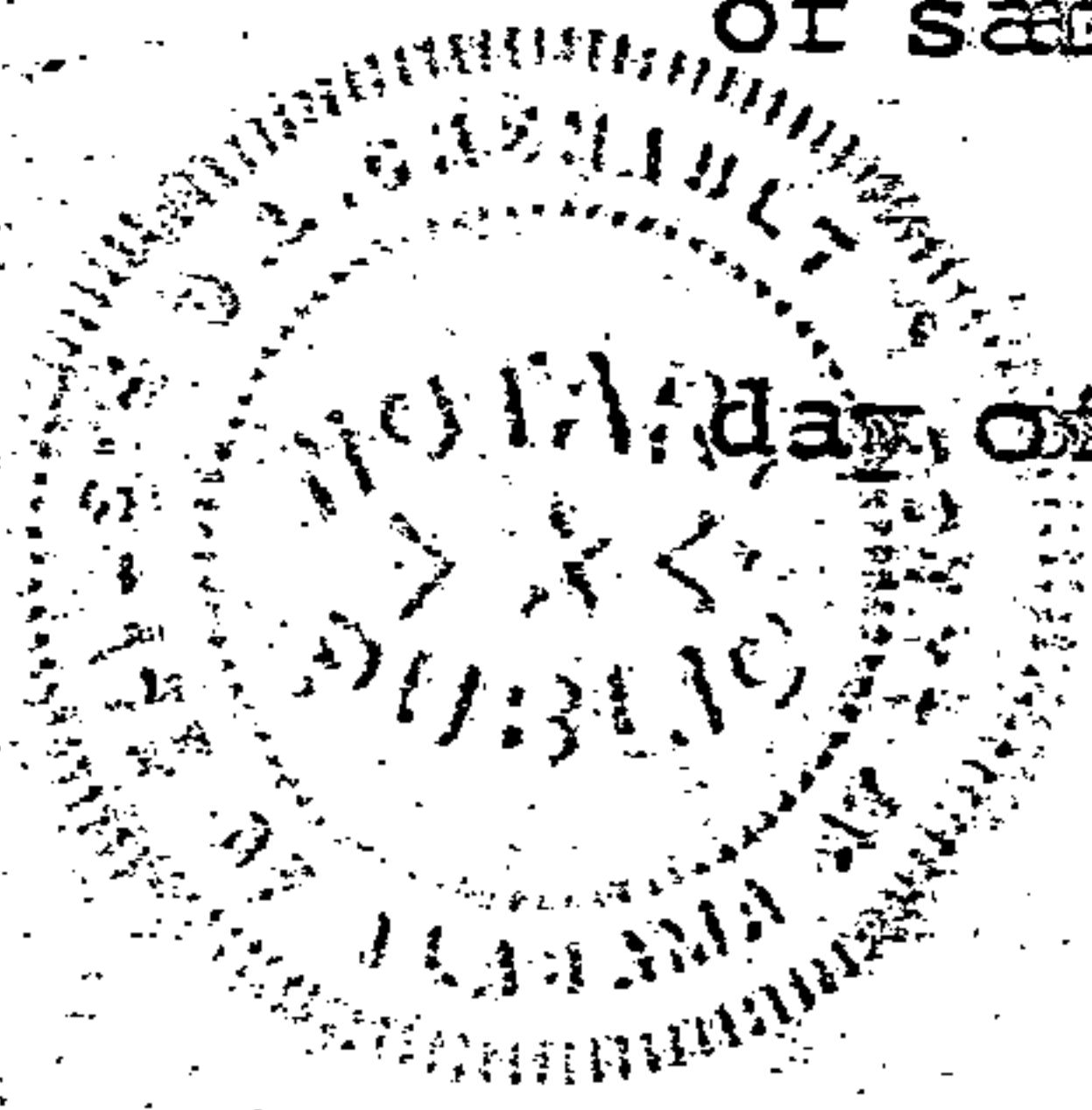
19761122000113390 3/15 \$.00
Shelby Cnty Judge of Probate, AL
11/22/1976 12:00:00 AM FILED/CERT

STATE OF

COUNTY OF

I, B. L. CHENAULT, a Notary Public in and for said County in said State, hereby certify that ERWIN H. MANGRUM whose name as PRESIDENT of MANGRUM HOMES, INC. 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, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 3rd day of AUGUST, 1976.



B. L. Chenault
Notary Public

My Commission Expires:

6/18/78

BOOK 17 PAGE 552

THE UNDERSIGNED, being the present owners of all Riverchase residential lots sold as of the date of filing of this Amendment, hereby agree to and join in the foregoing Amendment No. 1 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential).

Witnesses:

By: Calvin Reed
Its

Owner of Lot: 2, 3, 45, 47, 48
2, 3, 42, 44



19761122000113390 4/15 \$.00
Shelby Cnty Judge of Probate, AL
11/22/1976 12:00:00 AM FILED/CERT

STATE OF

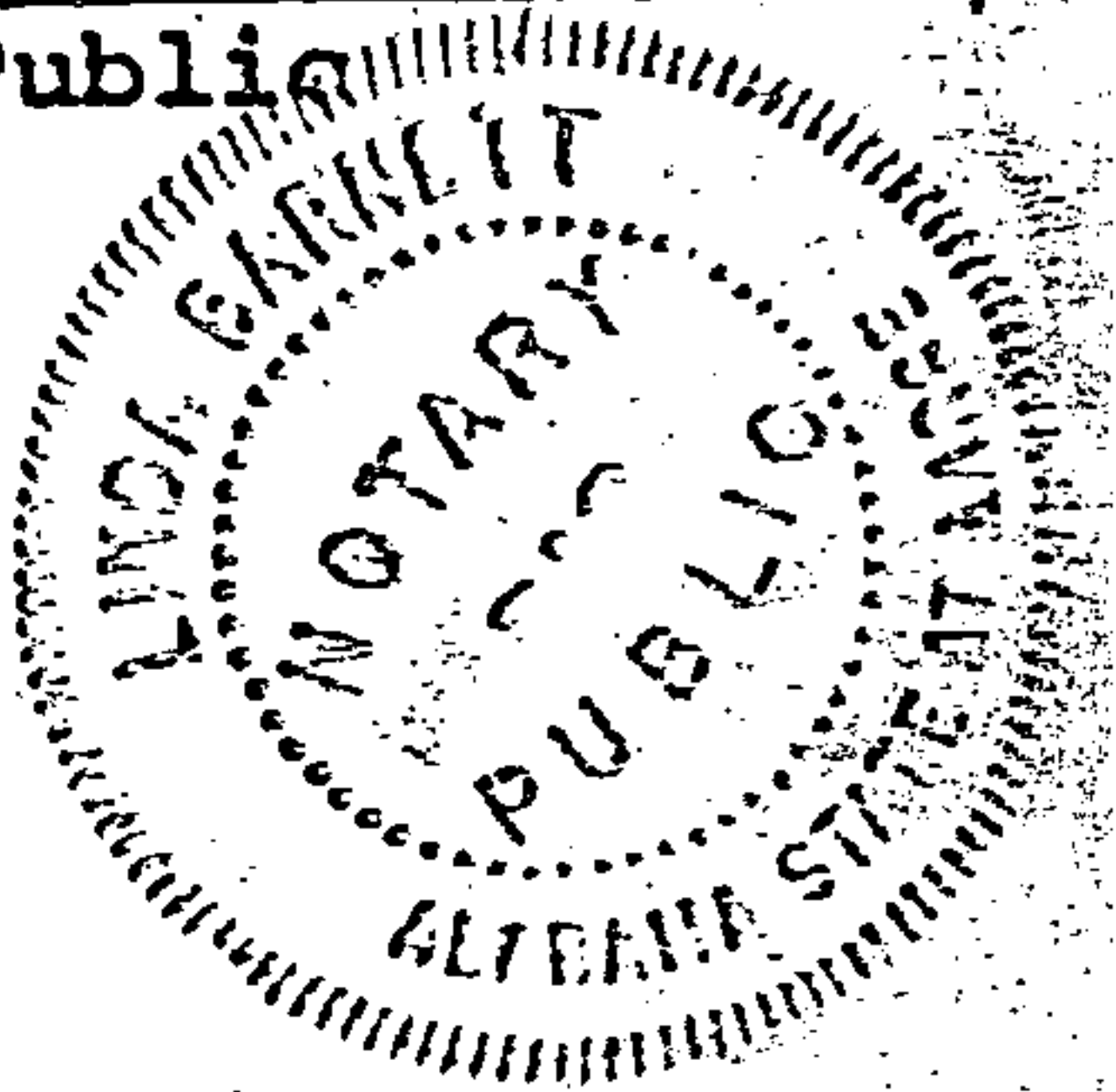
COUNTY OF

I, Linda Smith, a Notary Public in and for said County in said State, hereby certify that whose name as Calvin Reed 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, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 19TH day of November 1976.

Linda Smith Ne Linda Smith
Notary Public

My Commission Expires: 4-16-78



BOOK 17 PAGE 553

THE UNDERSIGNED, being the present owners of all Riverchase residential lots sold as of the date of filing of this Amendment, hereby agree to and join in the foregoing Amendment No. II to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential).

Witnesses:

Calvin Reid Const Co Inc
By: *Calvin Reid President*
Its

Owner of Lot: 45



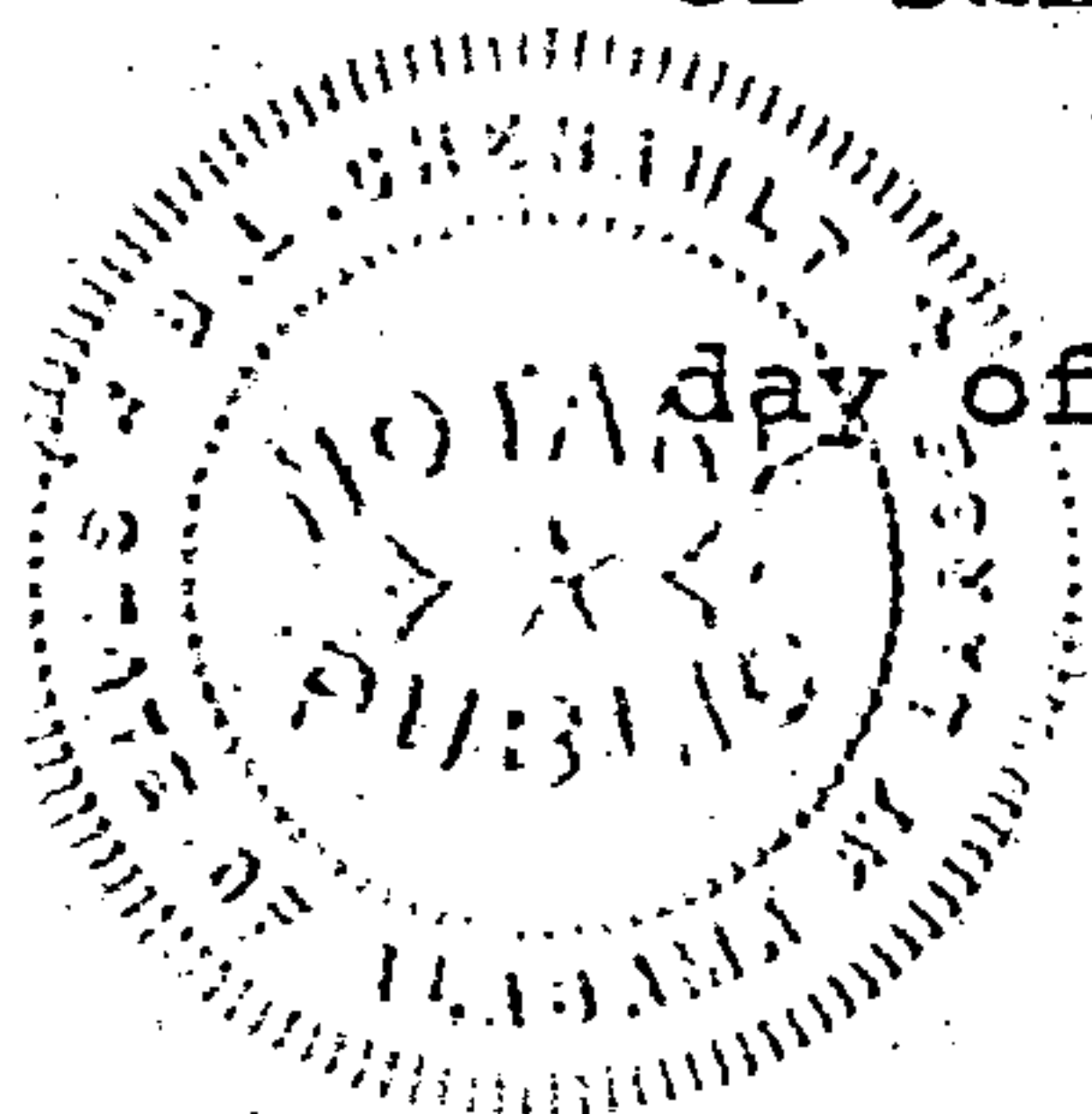
19761122000113390 5/15 \$.00
Shelby Cnty Judge of Probate, AL
11/22/1976 12:00:00 AM FILED/CERT

STATE OF

COUNTY OF

I, B. L. CHENAULT, a Notary Public in and for said County in said State, hereby certify that CALVIN REID whose name as PRESIDENT of CALVIN REID CONST. CO. INC. 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, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 4th day of AUGUST, 1976.



B. L. Chenault
Notary Public

My Commission Expires:

6/18/78

BOOK 17 PAGE 554

THE UNDERSIGNED, being the present owners of all Riverchase residential lots sold as of the date of filing of this Amendment, hereby agree to and join in the foregoing Amendment No. 1 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential).

Witnesses:

By: W.H. Const. Co.
Its Glenn Whalen VP
Owner of Lot: 4, 5, 6, 7, 8, 9, 10, 11

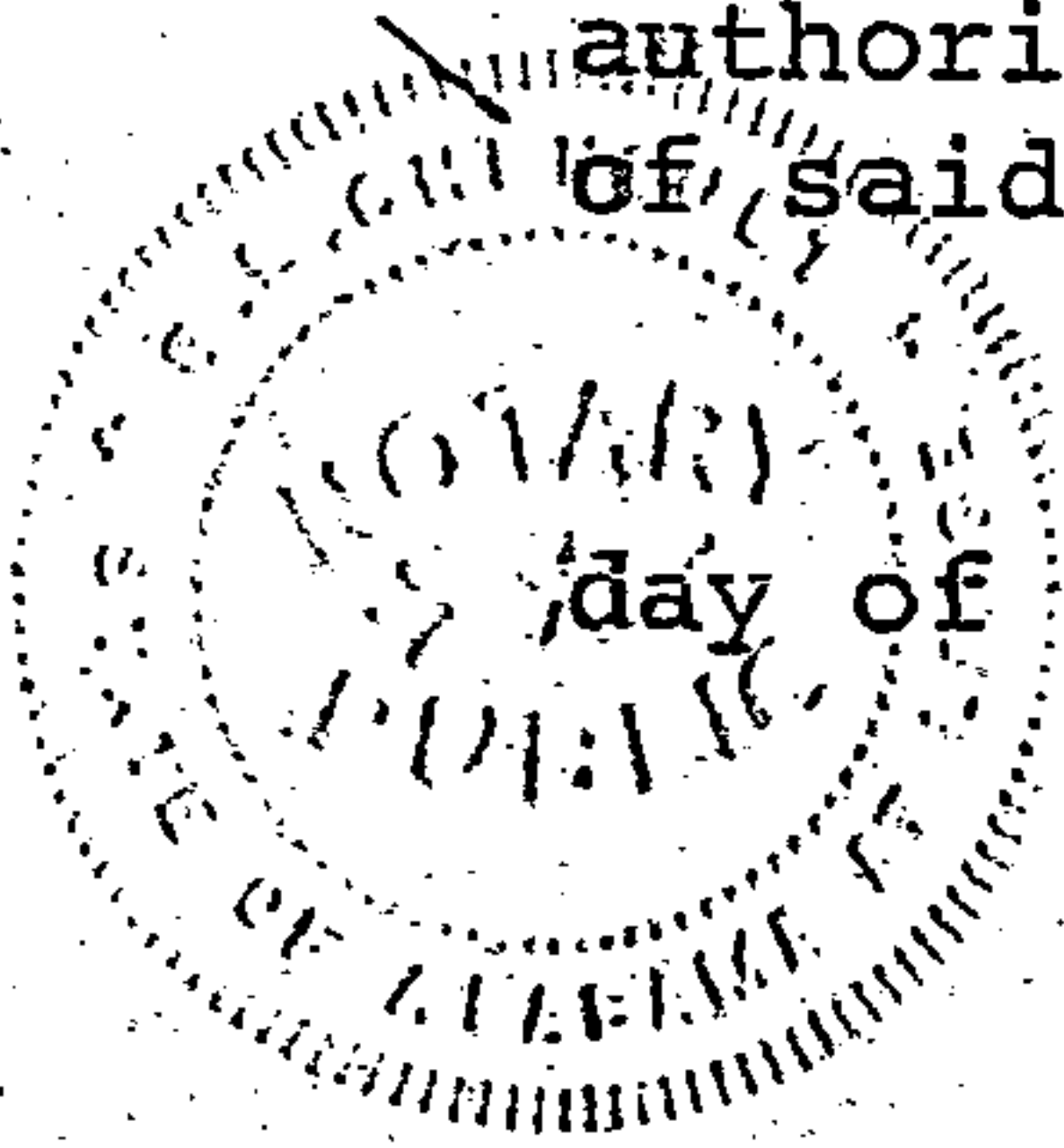


19761122000113390 6/15 \$.00
Shelby Cnty Judge of Probate, AL
11/22/1976 12:00:00 AM FILED/CERT

STATE OF

COUNTY OF

I, B. L. CHENAULT, a Notary Public in and for said County in said State, hereby certify that GLENN WHALEN whose name as VICE-PRESIDENT of W. H. CONSTRUCTION CO. 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, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.



Given under my hand and official seal, this the 4th day of August, 1976.

B. L. Chenault
Notary Public

My Commission Expires:

6/18/78

BOOK 17 PAGE 555

Gilbert Construction Co.

By: _____

Its

day of

NOV 21 1964

LIBRARY

My Com

Notary Public

My Commission Expires: 6-18-78

17 PAGE 556

BOOK

THE UNDERSIGNED, being the present owners of all Riverchase residential lots sold as of the date of filing of this Amendment, hereby agree to and join in the foregoing Amendment No. 1 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential).

Witnesses:

By:

Johnson-Rast & Hays Co.
Robert E. Reed
Its *President*

21, 22, 23, 24, 25, 26, 27, 28

Owner of Lot: 29, 30, 31, 32, 33, 34, 35



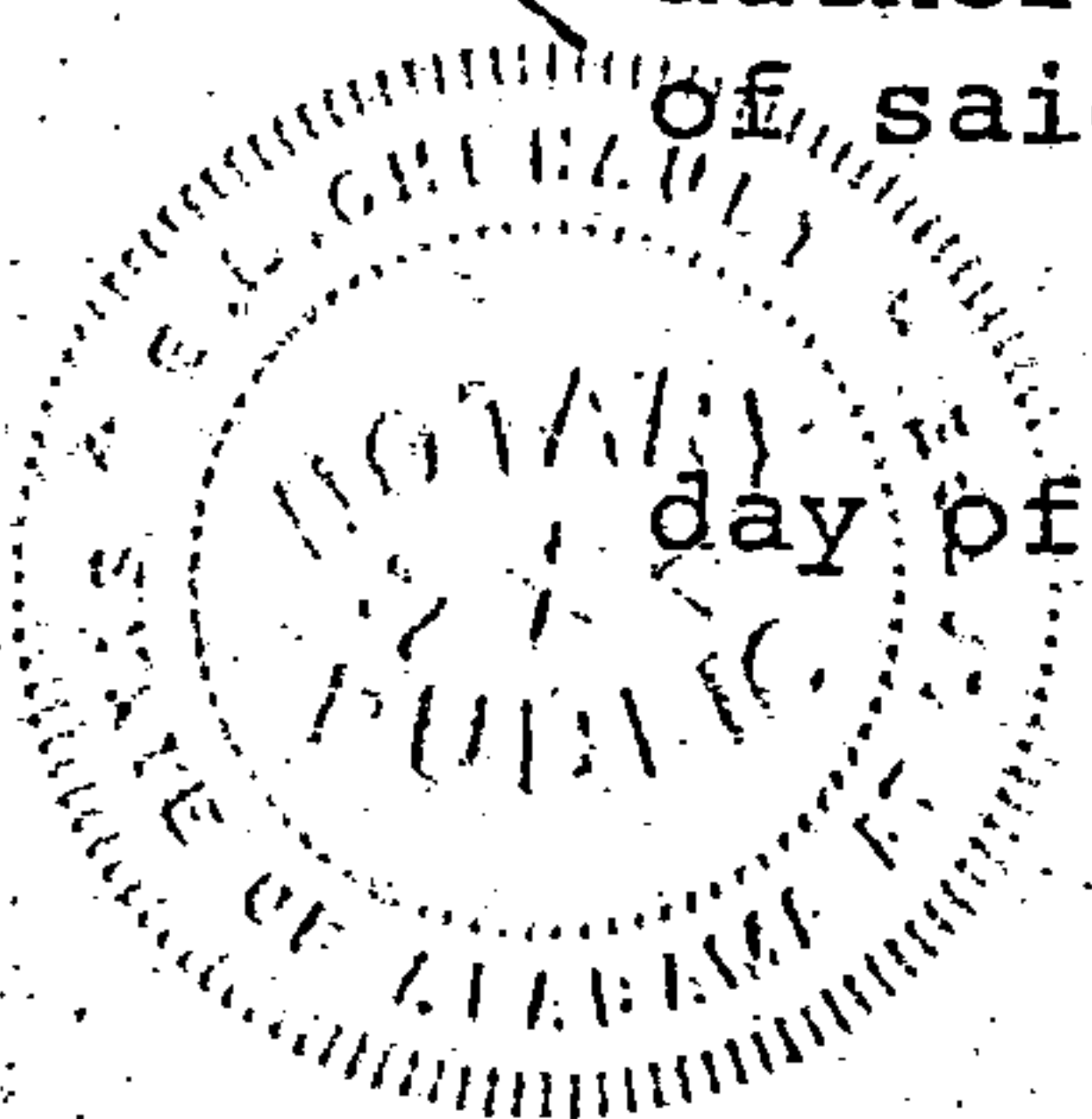
19761122000113390 8/15 \$.00
Shelby Cnty Judge of Probate, AL
11/22/1976 12:00:00 AM FILED/CERT

STATE OF

COUNTY OF

I, B.L. CHENAULT, a Notary Public in and for said County in said State, hereby certify that ROBERT E. REED whose name as PRESIDENT of JOHNSON-RAST & HAYS 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, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 3rd day of AUGUST, 1976.



B.L. Chenault
Notary Public

My Commission Expires: 6/18/78

BOOK 17 PAGE 557

THE UNDERSIGNED, being the present owners of all Riverchase residential lots sold as of the date of filing of this Amendment, hereby agree to and join in the foregoing Amendment No. 1 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential).

Witnesses:

By: BAKER Enterprises
Larry Baker
its

Owner of Lot: 40



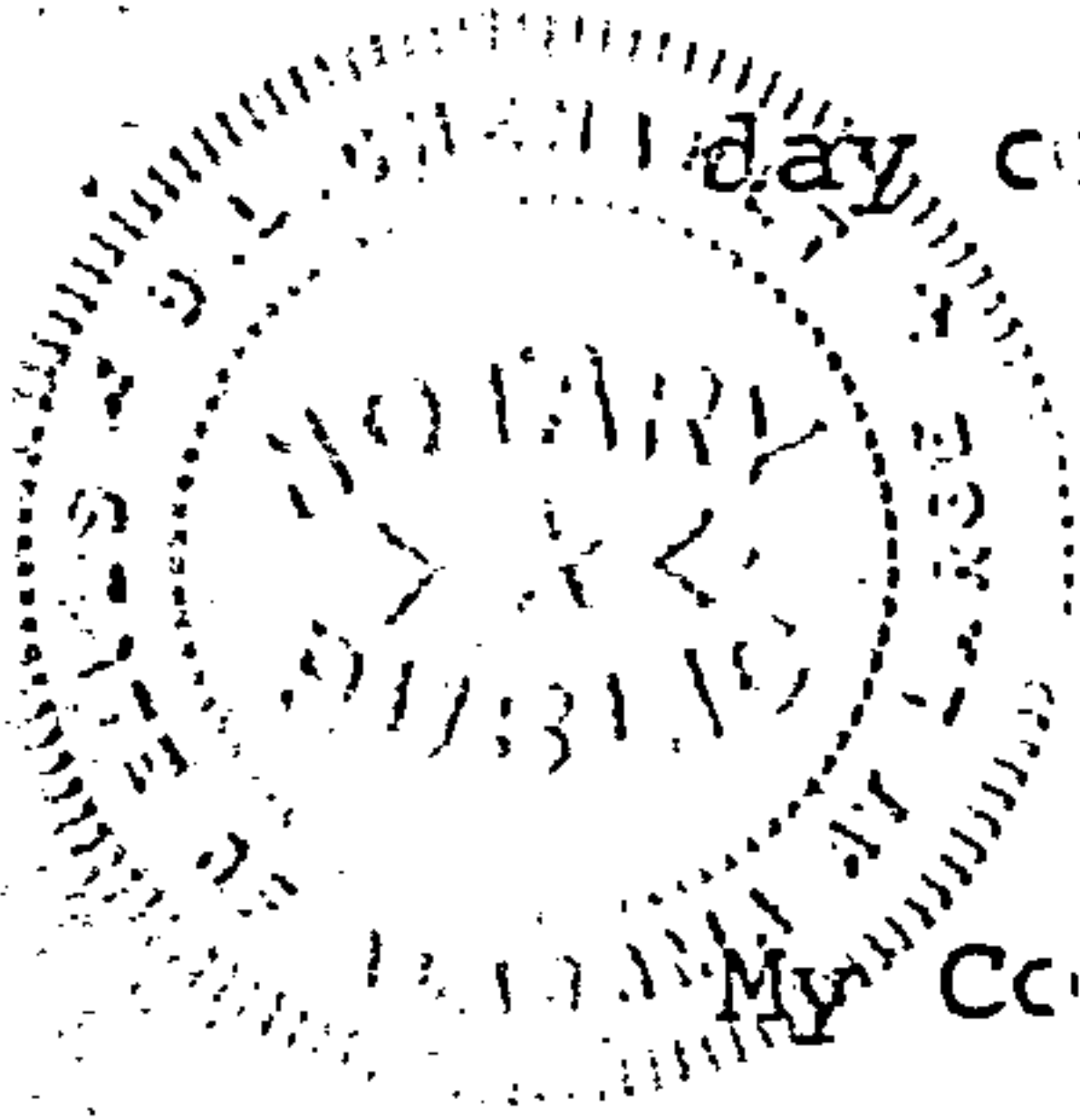
19761122000113390 9/15 \$.00
Shelby Cnty Judge of Probate, AL
11/22/1976 12:00:00 AM FILED/CERT

STATE OF

COUNTY OF

I, B. L. CHENAULT, a Notary Public in and for said County in said State, hereby certify that LARRY BAKER whose name as PRESIDENT of BAKER ENTERPRISES 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, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 19th day of AUGUST, 1976.



B. L. Chenault
Notary Public

My Commission Expires: 6/18/78

BOOK 17 PAGE 558

THE UNDERSIGNED, being the present owners of all Riverchase residential lots sold as of the date of filing of this Amendment, hereby agree to and join in the foregoing Amendment No. 1 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential).

Witnesses:

By:

Its

Owner of Lot:

41



19761122000113390 10/15 \$.00
Shelby Cnty Judge of Probate, AL
11/22/1976 12:00:00 AM FILED/CERT

STATE OF

COUNTY OF

I, Guy H. Adesholt, a Notary Public in and for said County in said State, hereby certify that 41 whose name as Owner of _____ 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, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 19th day of October, 1976.

Guy H. Adesholt
Notary Public

My Commission Expires:

April 16, 1978

BOOK 17 PAGE 559

THE UNDERSIGNED, being the present owners of all Riverchase residential lots sold as of the date of filing of this Amendment, hereby agree to and join in the foregoing Amendment No. 1 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential).

Witnesses:

JOHNSON-RAST & HAYS COMPANY

By:

Robert E. Reed
Its President

Owner of Lot: Parkway West-
Dividing Ridge Subdivision
Lots 3-8, 12, 13, 14 and 32-55.



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Shelby Cnty Judge of Probate, AL
11/22/1976 12:00:00 AM FILED/CERT

STATE OF ALABAMA

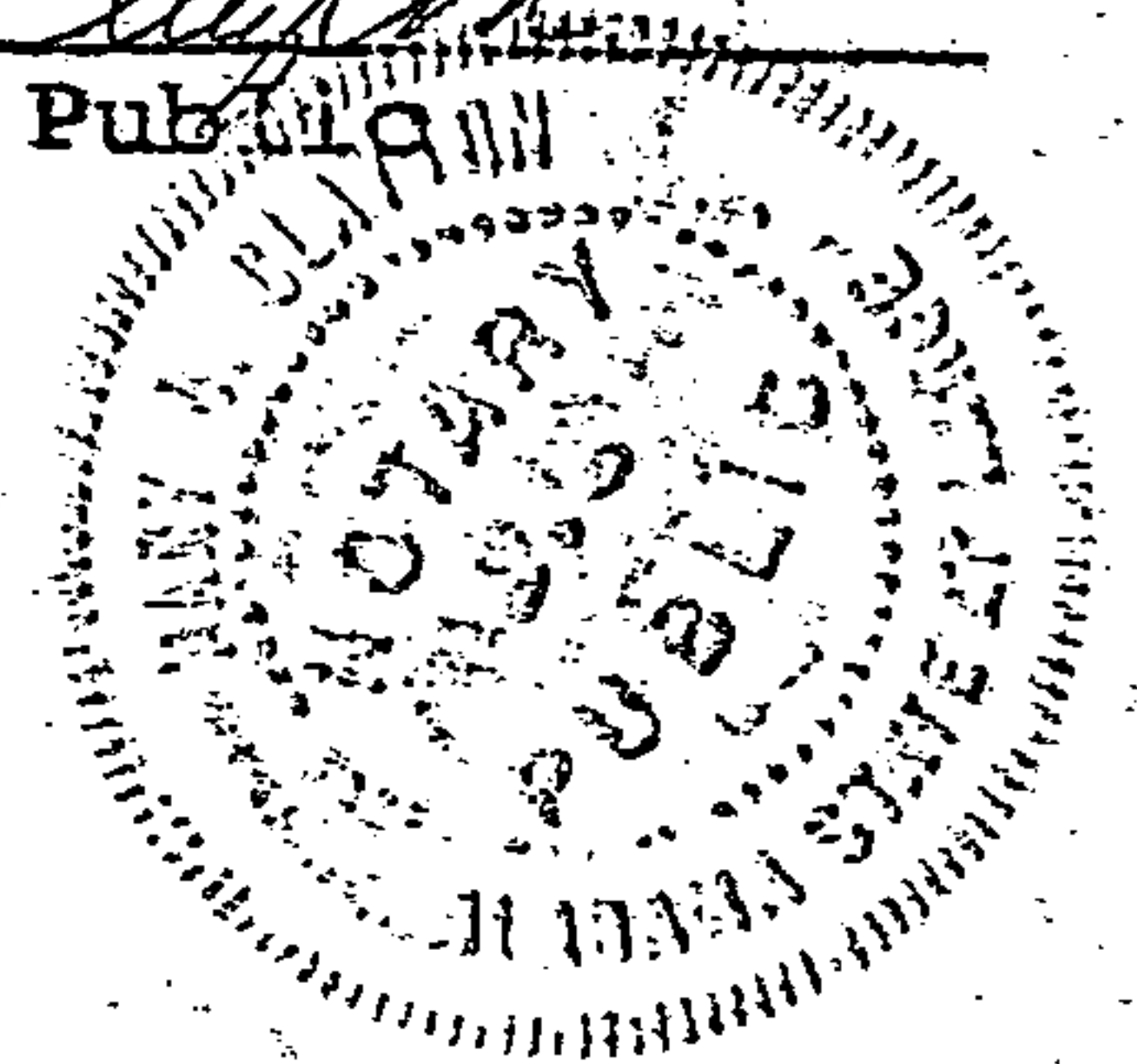
COUNTY OF JEFFERSON

I, Mary D. Clayton, a Notary Public in and for said County in said State, hereby certify that Robert E. Reed whose name as President of Johnson-Rast & Hays Company 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, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of October, 1976.

Mary D. Clayton
Notary Public

My Commission Expires:
8-31-80



BOOK 17 PAGE 560

THE UNDERSIGNED, being the present owners of all Riverchase residential lots sold as of the date of filing of this Amendment, hereby agree to and join in the foregoing Amendment No. 1 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential).



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Shelby Cnty Judge of Probate, AL
11/22/1976 12:00:00 AM FILED/CERT

Witnesses:

By: 

Its

PARKWAY WEST-DIV. RIDGE
SUBDIVISION

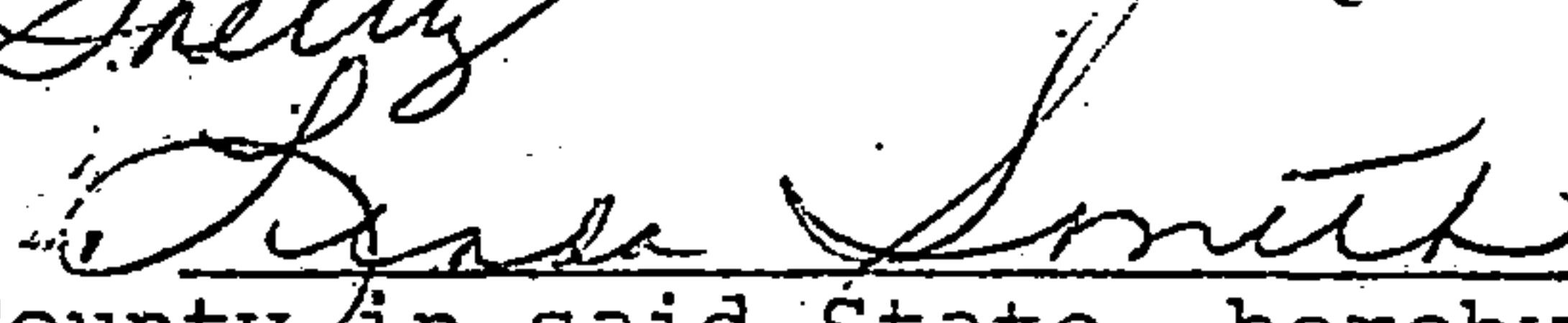
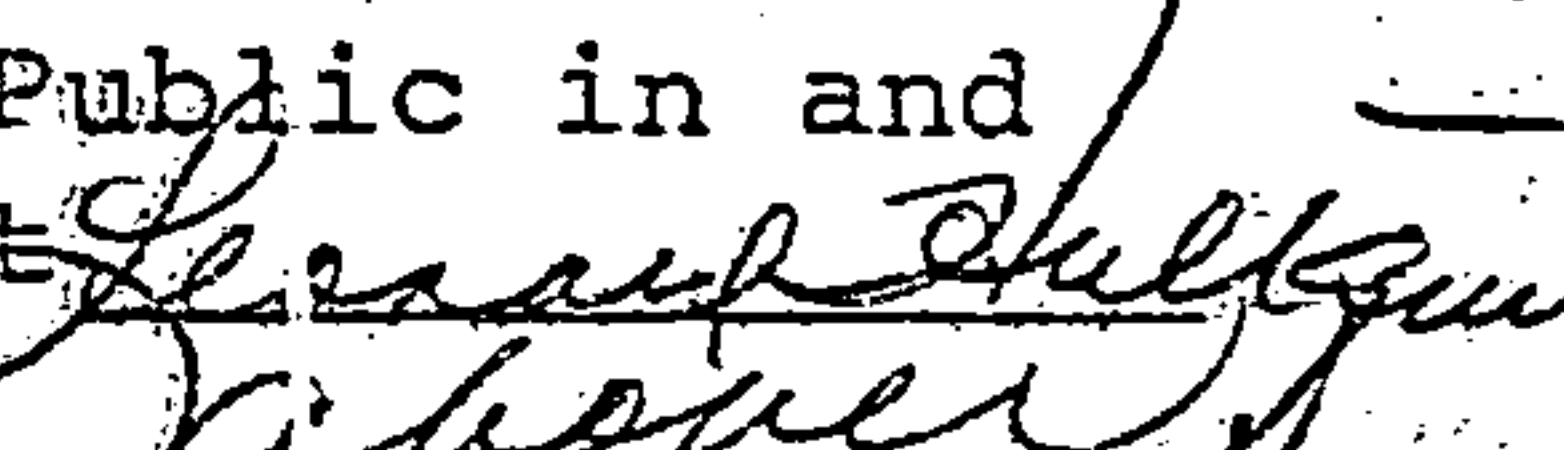
Owner of Lot: 1, 2, 16, 19, 22,
24, 25, 28, 29, 30 & 31

STATE OF

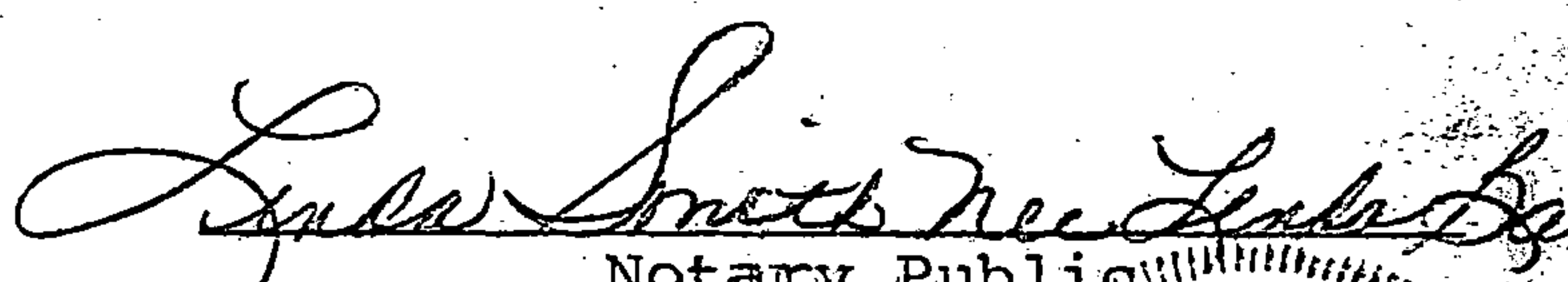
Alabama

COUNTY OF

Shelby

 a Notary Public in and
for said County in said State, hereby certify that 
whose name as Owner of lots named Riverchase
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, he, as such officer, and with full
authority, executed the same voluntarily for and as the act
of said corporation.

Given under my hand and official seal, this the _____
day of 25th October 1976.


Notary Public

My Commission Expires:

April 16, 1978



BOOK 17 PAGE 561

THE UNDERSIGNED, being the present owners of all Riverchase residential lots sold as of the date of filing of this Amendment, hereby agree to and join in the foregoing Amendment No. 1 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential).

Witnesses:

By: J. B. Owens
Its Overs

Owner of Lot: PARKWAY WEST
DIVIDING RIDGE SUBD.
LOTS 9, 10, 11, 15, 17, 18
20, 21, 23, 26, 27



19761122000113390 13/15 \$.00
Shelby Cnty Judge of Probate, AL
11/22/1976 12:00:00 AM FILED/CERT

STATE OF

COUNTY OF

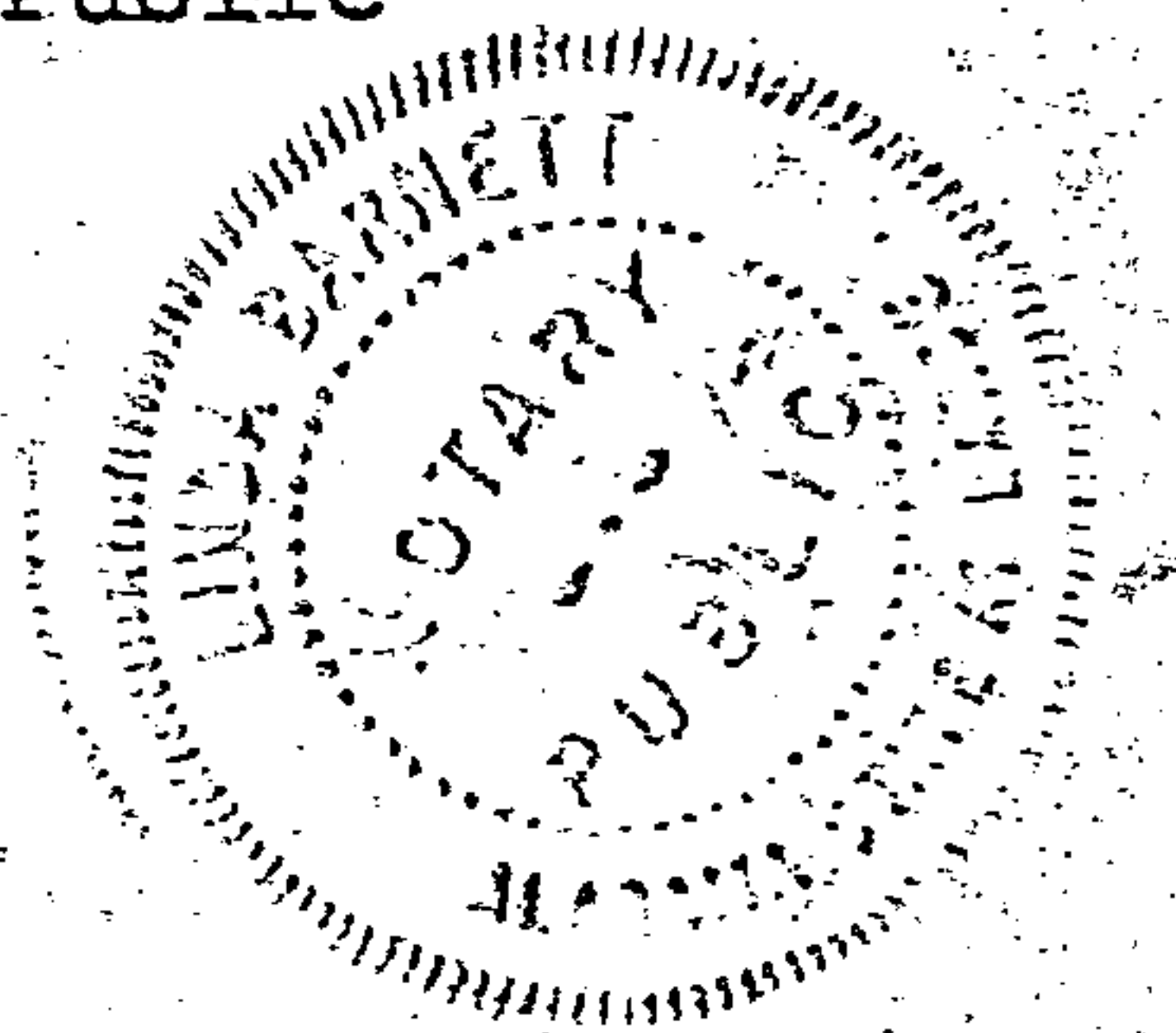
I, Linda Smith, a Notary Public in and for said County in said State, hereby certify that J. B. Owens whose name as President of J. B. Owens Realty is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 17th day of November, 1976.

Linda Smith
Notary Public

My Commission Expires:

My Commission Expires April 16, 1978



BOOK 17 PAGE 562

THE UNDERSIGNED, being the present owners of all Riverchase residential lots sold as of the date of filing of this Amendment, hereby agree to and join in the foregoing Amendment No. 1 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential).

Witnesses:

GILBERT CONST. CO. INC.
By: Hiram H. Gilbert
Its
RIVERCHASE COUNTRY CLUB S/D
Owner of Lot: 26, 34, 35, 36



19761122000113390 14/15 \$.00
Shelby Cnty Judge of Probate, AL
11/22/1976 12:00:00 AM FILED/CERT

STATE OF

COUNTY OF

I, Linda Smith, a Notary Public in and for said County in said State, hereby certify that Hiram H. Gilbert whose name as President of Gilbert Construction Co., Inc. 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, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 3rd day of November, 1976.

Linda Smith
Notary Public

My Commission Expires:

My Commission Expires April 16, 1978



BOOK 17 PAGE 563

THE UNDERSIGNED, being the present owners of all Riverchase residential lots sold as of the date of filing of this Amendment, hereby agree to and join in the foregoing Amendment No. 1 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential).

Witnesses:

By: X

Its

AS DESCRIBED IN DEED TO
Owner of Lot: EDGAR C. ALDRIDGE FROM
THE HARBERT EQUITABLE JOINT VENTURE
DATED APRIL 29, 1974

STATE OF

COUNTY OF



19761122000113390 15/15 \$.00
Shelby Cnty Judge of Probate, AL
11/22/1976 12:00:00 AM FILED/CERT

I, Linda Smith, a Notary Public in and for said County in said State, hereby certify that whose name as Edgar C. Aldridge 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, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 17TH day of November, 1976.

Linda Smith Notary Public

My Commission Expires:

My Commission Expires April 15, 1978

BOOK 17 PAGE 564

Cornel M. Boudin
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1976 NOV 22 PM 12:29