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STATE OF ALABAMA)
) RIVERCHASE COVENANTS
COUNTIES OF JEFFERSON)
AND SHELBY) B U S I N E S S

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AMENDMENT NO. 2 TO THE DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS, CHARGES AND LIENS FOR RIVERCHASE (BUSINESS)

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"), has heretofore acquired the fee title or leasehold interest in the approximately 3,000 acres of land described in Exhibit "A" annexed hereto and made a part hereof, said land being situated in Shelby and Jefferson Counties, Alabama, and referred to herein as "Riverchase Property";

BOOK 19 PAGE 633

WHEREAS, DEVELOPER intends to develop a new community (to be known as "RIVERCHASE") on the Riverchase Property affording well-planned residential, commercial, industrial, recreational, institutional buildings and facilities and other areas;

WHEREAS, DEVELOPER has caused the RIVERCHASE BUSINESS ASSOCIATION, INC. to be formed for the purpose of providing a non-profit organization to serve as representative of DEVELOPER and owners of any part of Riverchase Property which hereafter is made subject to these protective covenants, agreements, charges and liens (herein collectively referred to as "Restrictions") with respect to: the assessment, collection and application of all charges imposed hereunder; the enforcement of all covenants contained herein and all liens created hereby; the creation, operation, management and maintenance of the facilities and services referred to hereafter and such other purposes described in its charter;

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605 N. 18th St.

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WHEREAS, DEVELOPER may desire to subject, from time to time, portions of the Riverchase Property intended for commercial, industrial, business and related development to this Declaration;

WHEREAS, DEVELOPER filed the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) in Book 13, beginning at Page 50, as amended by Amendment No. 1 in Book 15, beginning at Page 189, in the Office of the Judge Of Probate of Shelby County, Alabama, and in Real Volume 1236, beginning at Page 881, as amended by Amendment No. 1 in Real Volume 1294, beginning at Page 30, in the Office of the Judge of Probate of Jefferson County, Alabama;

BOOK 13 PAGE 63

WHEREAS, DEVELOPER and at least 75% of the Parcel Owners of record on this date desire to modify the covenants as provided in this Amendment No. 2 so as to supersede the original Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business), as amended by Amendment No. 1.

NOW, THEREFORE, DEVELOPER and said Parcel Owners do hereby proclaim, publish and declare that the said Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business), as amended by Amendment No. 1, is amended as set forth herein and the provisions of this Amendment No. 2 shall totally supersede the original Declaration and Amendment No. 1 thereto. Further, DEVELOPER and said Parcel Owners do hereby proclaim, publish and declare that any part of the Riverchase Property which becomes subject to these Restrictions shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to this Declaration, which shall run with the land and shall be binding upon DEVELOPER and upon all parties having or acquiring any right, title or interest in any part of Riverchase Property which is subject to this Declaration. THE RESTRICTIONS CONTAINED HEREIN SHALL NOT APPLY TO OR AFFECT ANY RIVERCHASE

PROPERTY WHICH IS NOT SUBJECTED SPECIFICALLY BY WRITTEN INSTRUMENT TO THIS DECLARATION.

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ARTICLE I

DEFINITIONS

SECTION 1.1 Assessable Property: That part of Riverchase Property which is subjected to these Restrictions except such part or parts thereof as may from time to time constitute "Exempt Property" as defined in Section 1.9.

1.2 Association Land or RBA Land: That part of Riverchase Property which may at any time hereafter be owned by the Association for so long as the Association or successor thereof may be the owner thereof.

1.3 Board: The Board of Directors of the Association.

1.4 Charter: The Articles of Incorporation of the Riverchase Business Association, Inc.

1.5 Commercial Parcel: Any unit, lot, part or parcel of Riverchase Property designed, designated or used for a commercial or business purpose or use including apartment projects.

1.6 Declaration: This Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens (Business) applicable to Member's Property which shall be recorded in the Probate Records of Jefferson and Shelby Counties, Alabama, as the same may from time to time be supplemented or amended in the manner described therein.

1.7 Deed: Any deed, assignment, lease, or other instrument conveying fee title or a leasehold interest in any part of Riverchase Property subjected to these Restrictions.

1.8 Developer: The developer of Riverchase, The Harbert-Equitable Joint Venture under Joint Venture Agreement dated January 30, 1974, an Alabama General Partnership, its successors and assigns.

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1.9 Exempt Property: Shall mean and refer to the following portions or parts of the Property:

(i) all land and "Permanent Improvements", as hereinafter defined, owned by the United States, the State of Alabama, Jefferson or Shelby Counties, or any instrumentality or agency of any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof;

(ii) all land and Permanent Improvements owned by Riverchase Business Association, Inc. ("RBA") (or a "Successor Corporation" as defined in Section 16.11 hereof) for so long as RBA (or such Successor Corporation) shall be the owner thereof;

(iii) all land and Permanent Improvements exempt from Jefferson and Shelby Counties, whichever is applicable, and the State of Alabama real property taxes by virtue of applicable law.

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1.10 Member: A person or other entity who is a record owner of Member's Property.

1.11 Member's Property: That portion of Riverchase Property which shall have been submitted to the Declaration for the purpose of creating a lien for assessments in favor of RBA.

1.12 Open Spaces or Common Areas: Riverchase Property which is conveyed to the Association by the owners or Developers of Riverchase or a part thereof and which is designated as an open space or area.

1.13 Owner: The Owner of Member's Property.

1.14 Parcel: Includes only commercial parcels.

1.15 Permanent Improvement: All buildings, structures and other matters and things which at the time of the assessment of each "Annual Charge", as hereinafter defined, are taxable by the State of Alabama or Jefferson or Shelby Counties as real property under applicable law.

1.16 Property or Subject Property or Member's Property: That part of Riverchase Property subjected to the Declaration. Property includes the following:

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1.16.1 the term "Property" shall mean and include all presently existing Permanent Improvements built, installed or erected thereon; and all new or later acquired Permanent Improvements;

1.16.2 from and after each addition to the Property subjected to the Declaration, as hereinafter defined, pursuant to Article VIII hereof, the term "Property" shall also include each such new parcel of land and each Permanent Improvement existing on each such new parcel of land at the time that the same is subjected to the Declaration; and all new or later acquired Permanent Improvements.

1.17 Resident: Owners, lessees of Owners, and their employees, guests, or invitees.

1.18 Restrictions: The covenants, agreements, easements, charges and liens created or imposed by this Declaration.

1.19 Association or "RBA": The Riverchase Business Association, Inc., its successors and assigns.

1.20 Riverchase or Riverchase Property: The property described as Riverchase in the Declaration and other property which may be acquired by Developer and developed as a part of Riverchase. That part of Riverchase subjected to the Declaration is referred to as "Property", "Subject Property", or "Member's Property".

1.21 Structure: Any thing or device [other than trees, shrubbery (less than two (2) feet high if in the form of a hedge), and landscaping] the placement of which upon any Parcel may affect the appearance of such Parcel, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, mailbox, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall or hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer or motor home) or any other temporary or permanent improvement

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to such Parcel. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Parcel, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Parcel and (ii) any change in the grade of any Parcel of more than six inches from that existing at the time of purchase by each Owner.

1.22 Tract: A contiguous piece of Property under one Ownership.

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ARTICLE II

MUTUALITY OF BENEFIT AND OBLIGATION

SECTION 2.1 The Restrictions set forth herein are made for the mutual and reciprocal benefit of each and every part of Riverchase Property subjected to the Restrictions (sometimes referred to as "Property" or "Member's Property") and are intended to create mutual, equitable servitudes upon each such part of the Property and in favor of each and all such parts of the Property therein, to create reciprocal rights between the respective owners and future owners of such Property; and to create a privity of contract and estate between the grantees of said Property, their heirs, successors and assigns. The Restrictions do not apply to or affect any part of the Riverchase Property which is not subjected specifically by written instrument to this Declaration. All Member's Property shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all the terms and provisions of this Declaration applicable to Member's Property, including, but not limited to, the lien provisions set forth in Section 4.1.

ARTICLE III

ASSESSMENT OF ANNUAL CHARGE

SECTION 3.1 Assessment: For the purpose of pro-

viding funds for use as specified in Article V hereof, the Board shall in each year, commencing with the year 1976, assess against the Assessable Property a charge (which shall be uniform with respect to all Assessable Property) equal to a specified number of cents (not in excess of seventy-five cents) for each One Hundred Dollars ($100) of the then current "Assessed Valuation", as hereinafter defined, of the Assessable Property. In making each such assessment, the Board shall separately assess each Parcel based upon its Assessed Valuation, and each such Parcel shall be charged with and subject to a lien for the amount of such separate assessment which shall be deemed the "Annual Charge" with respect to such Parcel. Provided however, that so long as there are Class B Members of the RBA, the maximum annual charge per Parcel shall not exceed $500.00 as may be adjusted upward annually in an amount not to exceed ten percent (10%) of the maximum amount (of such $500.00, as escalated) which could have been charged the preceding year.

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3.2 Assessed Valuation: As used herein, the term "Assessed Valuation" shall mean:

3.2.1 the highest valuation placed on land and permanent improvements in each year for Jefferson or Shelby County (whichever is applicable) or Alabama State real estate tax purposes, whichever may be higher, as assessed or determined in such manner as may from time to time be provided by applicable law, regardless of any decrease of such valuation during such year by reason of protest, appeal or otherwise;

3.2.2 if the applicable County and the State shall ever cease to impose real estate taxes, then said term shall mean in each year thereafter the highest valuation placed on land and permanent improvements during the last year when either shall have imposed real estate taxes, determined as provided in Section 3.2.1.

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3.3 Date of Commencement of Annual Charge:

As soon as may be practical in each year, RBA shall send a written bill to each Member stating (i) the Assessed Valuation of each Parcel owned by such Member as the same appears on the appropriate public record; (ii) the number of cents per One Hundred Dollars ($100) of such Assessed Valuation assessed by the Board as the Annual Charge for the year in question, (iii) the amount of the Annual Charge assessed against each such Parcel (as limited in Section 3.1 during the time when there are Class B Members of the RBA), stated in terms of the total sum due and owing as the Annual Charge, and (iv) that unless the Member shall pay the Annual Charge within thirty (30) days following the date of receipt of the bill the same shall be deemed delinquent and will bear interest at the rate of eight percent (8%) per annum until paid.

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BOOK

3.4 Effect of Nonpayment of Assessments; Remedies of RBA. If the Member shall fail to pay the Annual Charge within sixty (60) days following receipt of the bill referred to in Section 3.3 hereof, and within thirty (30) days after additional written notice that the Member is delinquent in his payment, in addition to the right to sue the Member for a personal judgment, RBA shall have the right to enforce the lien hereinafter imposed to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures, as in the case of mortgages under applicable law, and the amount due by such Member shall include the Annual Charge, as well as the cost of such proceedings, including a reasonable attorney's fee, and the aforesaid interest. In addition, RBA shall have the right to sell the property at public or private sale after giving notice to the Member (by registered mail or by publication in a newspaper of general circulation in the County where the Parcel is situated at least once a week for three successive weeks) prior to such sale.

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3.5 Upon written demand by a Member, RBA shall within a reasonable period of time issue and furnish to such Member a written certificate stating that all Annual Charges (including interest and costs, if any) have been paid with respect to any specified Parcel as of the date of such certificate or, if all Annual Charges have not been paid, setting forth the amount of such Annual Charges (including interest and costs, if any) due and payable as of such date. RBA may make a reasonable charge for the issuance of such certificates which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between RBA and any bona fide purchaser of, or lender on, the Parcel in question.

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ARTICLE IV

IMPOSITION OF CHARGE AND LIEN UPON PROPERTY

SECTION 4.1 Creation of Lien for Assessments: All Member's Property shall be subject to a continuing lien for assessments levied by RBA in accordance with the provisions of this Declaration. The Annual Charge together with interest thereon and the costs of collection thereof including reasonable attorney's fees) as herein provided, shall be a charge on and shall be a continuing lien upon the Member's Property against which each such assessment or charge is made.

4.2 Submission of Portions of Riverchase Property. DEVELOPER may desire to subject from time to time portions of the Riverchase Property intended for commercial, industrial, business and related development to this Declaration in accordance with Article IX, and the same will thereby be subjected to this Declaration as Member's Property for the purpose, among others, of submitting such property to the lien described in Section 4.1. Except as provided herein, Member's Property shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered

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subject to all the terms and provisions of this Declaration applicable to Member's Property, including, but not limited to, the lien provisions set forth in Section 4.1.

4.3 Personal Obligation of Members. Each Member, by acceptance of a deed or other conveyance to Member's Property, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to RBA the Annual Charges. Each such assessment, together with interest and costs of collection, including reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such Member's Property at the time when the assessment fell due.

4.4 Subordination of Lien to Mortgages. The lien of any assessment or charge authorized herein with respect to Member's Property is hereby made subordinate to the lien of any bona fide mortgage on such Member's Property if, but only if, all assessments and charges levied against such Member's Property falling due on or prior to the date such mortgage is recorded has been paid. The sale or transfer of any Member's Property pursuant to a mortgage foreclosure proceeding or a proceeding in lieu of foreclosure or the sale or transfer of such Member's Property pursuant to a sale under power contained in a mortgage on such property shall extinguish the lien for assessments falling due prior to the date of such sale, transfer or foreclosure, but RBA shall have a lien on the proceeds of such sale senior to the equity of redemption of the mortgagor. The foregoing subordination shall not relieve a Member whose Member's Property has been mortgaged of his personal obligation to pay all assessments and charges falling due during the time when he is the owner of such property. The Board may at any time, either before or after the mortgaging of any Member's Property, waive, relinquish or quitclaim in whole or in part the right of RBA to assessments and other charges collectible by RBA with respect to such property coming due during the period while such property is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

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ARTICLE V

USE OF FUNDS

SECTION 5.1 Use of Funds. RBA shall apply all funds received by it pursuant to these Restrictions, and from any other source, reasonably for the benefit of property owned by RBA Members and specifically to the following uses, unless other uses are approved by 51% of the votes of Class A Members of the RBA, and with the understanding that, at RBA's discretion, funds shall be applied to operations and maintenance before being applied to capital improvements: repayment of principal and interest of any loans of RBA, the costs and expenses of RBA for the benefit of the Property, Owners and Residents by devoting the same to the acquisition, construction, reconstruction, conduct, alteration, enlargement, laying, renewal, replacement, repair, maintenance, operation and subsidizing of such of the following as the Board, in its discretion, may from time to time establish or provide: any or all projects, services, facilities, studies, programs, systems and properties relating to: parks, recreational facilities or services; walkways, curbing, gutters, sidewalks; landscaping; directional and informational signs; street, road and highway lighting facilities; facilities or arrangement for facilities for the collection, treatment and disposal of garbage, trash and refuse; facilities for the fighting and preventing of fires; traffic engineering programs, traffic signals and parking facilities; lakes, dams, facilities and provisions for the security of Members, Members' Property, Residents and RBA Land; and general maintenance and clean-up.

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5.2 Obligations of RBA with Respect to Funds. RBA shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Charges or otherwise, and may carry forward as surplus any balances remaining; nor shall RBA be obligated to apply any such surpluses to the reduction of the amount of the Annual Charge in the succeeding year, but may carry forward from year to year such

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surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of RBA and the effectuation of its purposes. RBA does not assure that the services described in Section 5.1 will be provided and nothing herein shall obligate RBA or its Directors to undertake to provide such services. RBA shall provide to all Members of the RBA an annual accounting of funds expended and balances remaining within sixty (60) days after the end of any calendar year, such accounting to be at RBA's expense.

5.3 Authority of RBA to Contract. RBA shall be entitled to contract, subject to the last sentence of Section 5.4, with any corporation, firm or other entity for the performance of the various undertakings of RBA specified in Section 5.1, and such other undertakings as may be approved by 51% of the votes of Class A Members of the RBA, and the performance by any such entity shall be deemed the performance of RBA hereunder.

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5.4 Authority of RBA to Borrow Money. RBA shall be entitled to borrow money for the uses specified in Section 5.1, or other uses if approved by 51% of the votes of the Class A Members of the RBA, up to an outstanding principal balance of $10,000. Any borrowing over such amount shall require the approval of 51% of the votes of Class A Members of the RBA. Further, the RBA shall not incur outstanding contractual and debt obligations exceeding an aggregate of $20,000 at any given point in time (not including any prospective or actual liability arising out of a lawsuit not based on unpaid accounts).

5.5 Authority of RBA to Make Capital Expenditures. RBA shall be entitled to make capital expenditures for the uses specified in Section 5.1 or other uses as may be approved as provided therein, up to an amount not to exceed $20,000.00, as limited by the last sentence in Section 5.4. Any capital expenditure in excess of $20,000.00 shall require the approval of 51% of the Class A Members of the RBA.

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ARTICLE VI

RIGHTS OF ENJOYMENT IN COMMUNITY FACILITIES

SECTION 6.1 Community Facilities: Subject to the provisions hereinbelow, DEVELOPER may convey to RBA, subsequent to the recordation of this Declaration, certain tracts of land within the Riverchase Property for park and other recreational and related purposes. Such tracts, together with such other parts of RBA Land as the Board may by resolution from time to time hereafter designate for use by Members and Residents are sometimes hereinafter collectively referred to as "Community Facilities". No part of the Riverchase Country Club property or facilities or the lake and flood-prone land referred to in Section 8.1 constitute "Community Facilities". Before any properties may be designated as or become a Community Facility, the approval of 51% of the votes of the Class A Members of the RBA must be obtained. Thereafter, upon designation of any part of RBA Land as a Community Facility, as herein provided, the Board shall cause a deed to be executed and recorded among the Land Records of Shelby and Jefferson Counties, which deed shall include a description of the land so designated and shall state that such land has been designated as a Community Facility for purposes of this Section 6.1. No RBA Land, or any part thereof, shall be a Community Facility subject to the rights and easements of enjoyment and privileges hereinafter granted unless and until the same shall have been approved as such by 51% of the votes of Class A Members and have been so designated and the above described declaration filed in accordance with the procedure provided herein.

6.2 Easement of Enjoyment of Community. Every Owner, by reason of such ownership, shall have a right and easement of enjoyment in and to all Community Facilities, and such easement shall be appurtenant to and shall pass with every Parcel upon transfer. All Residents who are not Members shall have a non-transferable privilege to use and enjoy all Community Facilities for so long as they are Residents within the

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previously defined meaning of that term. All such rights, easements, and privileges, however, shall be subject to the right of RBA to adopt and promulgate reasonable rules and regulations pertaining to the use of Community Facilities which shall enhance the preservation of such facilities, the safety and convenience of the users thereof, or which, in the discretion of the Board, shall serve to promote the best interests of the Owners and Residents, including the making available of certain Community Facilities to school children, with or without charge. RBA shall have the right to charge Owners and Residents reasonable admission and other fees in connection with the use of any Community Facility. In establishing such admission and other fees, the Board may, in its absolute discretion, establish reasonable classifications of Owners and of Residents; such admission and other fees must be uniform within each such class but need not be uniform from class to class. RBA shall have the right to borrow money, subject to the limitations in Section 5.4, for the purpose of improving any Community Facility and, in aid thereof, to mortgage the same and the rights of any such mortgagee shall be superior to the easements herein granted and assured.

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6.3 Suspension of Rights. RBA shall have the right to suspend the right of any Member (and the privilege of each Resident claiming through such Member) for any period during which the Annual Charge assessed under Article III hereof remains overdue and unpaid, or in connection with the enforcement of any rules or regulations relating to such facilities in accordance with the provisions of this Article VI.

6.4 Right of RBA to Convey. Notwithstanding the rights, easements and privileges granted under this Article VI, RBA shall nevertheless have the right and power to convey any property referred to in Section 6.1 hereof free and clear of all such rights, easements and privileges if such conveyance is to a public body for public use.

6.5 Restrictions and Easements Over Open Spaces. DEVELOPER will either create prior to or as a part

of any conveyances to RBA easements and rights of way over and/or affecting the property conveyed to RBA including but not limited to easements relating to utilities, sewers, construction and roads. Any such conveyance to RBA by DEVELOPER shall be subject to all restrictions, easements, rights of way and agreements of record.

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ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS

SECTION 7.1 General. The structure of RBA is contained in its Charter and by-laws.

7.2 Every owner of a Parcel constituting Member's Property shall, by virtue of such ownership, be a Member of RBA. Membership shall be appurtenant to, and may not be separated from the ownership of any property which is Member's Property.

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7.3 Classes of Membership.

(a) Class A Members shall be all persons owning one or more Commercial Parcels constituting Member's Property excepting those persons who are Class B Members. A Class B Member cannot be a Class A Member so long as it retains its Class B membership.

(b) Class B Members shall be The Harbert-Equitable Joint Venture, an Alabama General Partnership, or other persons, who own Member's Property, provided such other persons have been designated as Class B Members by DEVELOPER. A Class B Member shall become a Class A Member at such time, and for so long as, he or it ceases to have the qualifications for Class B membership.

The Class B membership shall terminate and the then Class B Members shall become Class A Members at such time as (a) all the then Class B Members so designate in a writing delivered to the Association or (b) on December 31, 1990, whichever shall first occur.

7.4 Voting Rights: Class B Members. Each Class B Member shall have one vote for each Commercial Parcel owned by such Member. Except on such matters as to which this Declaration, the Charter, or the By-Laws of the RBA specifically require the votes of the Class A Members, and until the time at which the Class B Membership terminates as provided herein, the Class B Members shall be vested with the sole voting rights in RBA, and the Class A Membership shall have no voting rights.

7.5 Voting Rights: Class A Members. Subject to the provisions of Section 7.4, each Class A Member shall have one vote for each tract owned by such Member, plus one vote for each full increment of $500,000 assessed value (as such term is defined in Section 3.2) of such Member's tract.

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ARTICLE VIII

THE ADDITION OF OPEN SPACES

SECTION 8.1 Additions to Open Space. DEVELOPER, or such of its successors and assigns as shall have been specifically granted the right to submit additional property to this Declaration as set forth in this Article, may from time to time during the development of RIVERCHASE but on or before December 31, 1990, and subject to the limitations set forth herein, convey additional property to RBA and such property shall become Open Spaces provided

(a) either the deed of conveyance to RBA or a subsequent declaration recorded in the Records of Shelby and/or Jefferson Counties, Alabama, submits such additional property to the terms, covenants and provisions of this Declaration; and

(b) the additional property is part of the Riverchase Property.

The following properties may be conveyed by DEVELOPER, its successors or assigns, to RBA as Open Spaces without any vote of approval from Class A Members:

(1) The existing lake on U. S. Highway 31 which is more particularly described in Exhibit B attached hereto and made a part hereof. This property will contain about 20 acres and will include the dam and associated facilities of the lake.

(2) A tract of flood-prone land which lies on both sides of and includes the Cahaba River and which is more particularly described in Exhibit C attached hereto and made a part hereof.

Any other property must be approved by 75% of the votes of Class A Members of the RBA before such property may be designated or conveyed to the RBA as Open Space.

8.2 Permissible Conditions or Restrictions on Additional Open Space. Property conveyed to RBA as additional Open Spaces may be improved or unimproved land and may be subject to permanent or periodic flooding or may be land under water. The grantor may convey such additional Open Spaces subject to easements for the construction, installation, maintenance, repair, use and access of roadways, service roads, or utility sewer, or other public service facilities, and subject to the reserved right in favor of a person owning Riverchase Property for reasonable use and access to facilitate the development of such property and subject to other rights of way, easements, restrictions, and agreements of record.

ARTICLE IX

THE SUBMISSION OF ADDITIONAL MEMBER'S PROPERTY

SECTION 9.1 Submission of Additional Member's Property. DEVELOPER may at any time during the pendency of this Declaration add all or a portion of Riverchase Property to the Property which is covered by this Declaration. Additional Member's Property may be submitted to the provisions of this Declaration by an instrument executed by DEVELOPER, its successors

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or assigns in the manner required for the execution of deeds. Such instrument shall:

9.1.1 refer to this Declaration stating the book or books of the records of Jefferson and Shelby Counties, Alabama, and the page numbers where this Declaration is recorded;

9.1.2 contain a statement that such Additional Member's Property is conveyed subject to the provisions of this Declaration, or some specified part thereof (as limited by Section 16.4);

9.1.3 contain an exact description of such Additional Member's Property; and

9.1.4 such other or different covenants, conditions and restrictions as DEVELOPER shall, in its discretion, specify to regulate and control the use, occupancy and improvement of such Additional Member's Property.

Upon the recording of such instrument in the Records of Shelby and/or Jefferson Counties, Alabama, such additional property shall be Member's Property and the owner or owners of such Member's Property shall thereupon be members of RBA.

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9.2 All Member's Property Bears the Burdens and Enjoys the Benefits of this Declaration. Every person who is an owner of a fee interest in any portion of the Member's Property does by reason of taking such title agree to all of the terms and provisions of this Declaration (except as they may be modified in the deed to such Property, subject to the limitations in Section 16.4 hereof). All present and later added Member's Property is subject to the burdens and shall enjoy the benefits made applicable hereunder to Member's Property.

ARTICLE X

COVENANTS FOR MAINTENANCE

SECTION 10.1 Each Owner shall keep all Parcels owned by him, and all improvements therein or thereon, in good order and repair, including the seeding, watering and mowing of

all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the "Architectural Committee", as hereinafter defined, any Owner fails to perform the duties imposed by the preceding sentence after fifteen (15) days' written notice from RBA to Owner to remedy the condition in question, RBA shall have the right, through its agents and employees, to enter upon the Parcel in question and to repair, maintain, repaint and restore the Parcel or such improvements and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Parcel in question; provided, however, that the approval of 51% of the votes of Class A members will be required to remedy as provided above if the aggregate cost charged hereunder against a single Owner exceeds $1,000 per calendar year, as may be adjusted upward annually in an amount not to exceed five percent (5%) of the maximum amount which could have been charged the preceding year. Any landscaping approved by the Architectural Committee cannot be changed pursuant to this Section 10.1.

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10.2 The lien provided in Section 10.1 hereof shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Jefferson County or Shelby County prior to the recordation among the Land Records of Jefferson County or Shelby County of the deed (or mortgage) conveying the Parcel in question to such purchaser (or subjecting the same to such mortgage).

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ARTICLE XI

ARCHITECTURAL COMMITTEE; ARCHITECTURAL CONTROL

SECTION 11.1 Architectural Committee. The "Architectural Committee" shall be composed of those three or more individuals so designated from time to time (i) by DEVELOPER until control of the Architectural Committee is delegated to RBA, and (ii) by RBA after delegation of such control;

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RBA being entitled at all times after delegation of such control to appoint a majority thereof. Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth in this Article XI, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Committee, each individual member of the Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by one such member of any plans and specifications submitted under this Article XI, or the granting of any approval, permit or authorization by one such member in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based upon modification or specified conditions by one such member shall also be final and binding, provided, however, that in any such case, any applicant for such approval, permit or authorization may, within ten (10) days after receipt of notice of any such adverse decision, file a written request to have the matter in question reviewed by the entire Architectural Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Architectural Committee. Thereafter, the decision of a majority of the members of the Architectural Committee with respect to such matter shall be final and binding.

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11.2 Approval Required: No Structure as defined in Section 1.22, shall be commenced, erected, placed, moved on to or permitted to remain on any Parcel, nor shall any existing Structure upon any Parcel be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Parcel, unless plans and specifications (including a description of any proposed

new use) thereof shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Committee, but in any event shall include (i) a site plan of the Parcel showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Parcel (including proposed front, rear and side setbacks and free spaces, if any are proposed) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Parcel; (ii) a grading plan for the particular Parcel; (iii) a drainage plan and (iv) plan for landscaping.

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11.3 Basis For Disapproval of Plans. The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

(a) failure of such plans or specifications to comply with any of the Restrictions;

(b) failure to include information in such plans and specifications as may have been reasonably requested;

(c) objection to the exterior design, appearance or materials of any proposed Structure;

(d) incompatability of any proposed Structure or use with existing Structures or uses upon other Parcels in the vicinity;

(e) objections to the location of any proposed Structure upon any Parcel or with reference to other Parcels in the vicinity;

(f) objection to the site plans, grading plans or drainage plan for any Parcel;

(g) objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any proposed Structure;

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(h) objection to parking areas proposed for any Parcel on the grounds of (i) incompatability to proposed uses and Structures on such Parcel or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the Parcel;

(i) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environment of the Parcel; or

(j) any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvement of the Property or with Structures or uses located upon other Parcels in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not begun within six (6) months after such approval unless such six (6) month period is extended by agreement with the Architectural Committee in which event the extended time period shall be applicable.

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In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

11.4 Retention of Copy of Plans. Upon approval by the Architectural Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

11.5 Site to be Staked Prior to Tree Cutting. After the plan for the Structure is approved, the site of the

Structure must be staked out and such site approved by the Committee before tree cutting is done. No tree may be cut or removed without consent of the Architectural Committee until the building plans, site plans, and site staking are approved by the Architectural Committee.

11.6 Rules of Architectural Committee; Effect of Approval and Disapproval; Time for Approval. The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Parcels, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Parcel of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Parcel or Parcels. Approval of any such plans and specifications relating to any Parcel, however, shall be final as to that Parcel and such approval may not be revoked or rescinded thereafter, provided, (i) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the Restrictions, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered

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to and complied with in regard to all Structures on and uses of the Parcel in question.

In the event that the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

11.7 Failure to Obtain Approval. If any Structure shall be altered, erected, placed or maintained upon any Parcel, or any new use commenced on any Parcel, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article XI, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article XI, and without the approval required herein, and, upon written notice from the Architectural Committee, any such Structure so altered, erected, placed or maintained upon any Parcel in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

If fifteen (15) days after the notice of such a violation the Owner of the Parcel upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, DEVELOPER or RBA shall have the right, through its agents and employees, to enter upon such Parcel and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Parcel in question. The lien provided in this Section 11.7 shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Jefferson County and Shelby County prior to the recordation among the Land Records of Jefferson County and Shelby County of the deed (or mortgage) conveying the Parcel in question to such purchaser (or subjecting the same to such mortgage).

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11.8 Certificate of Compliance. Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such Structure and the Parcel on which such Structure is placed, and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies with the requirements of the Committee. Preparation and recording of such certificate shall be at the expense of such Owner. Any certificate of compliance issued in accordance with the provisions of this Section 11.8 shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Parcel, and the use or uses described therein comply with all the requirements of this Article XI, and with all other requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.

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11.9 Inspection Rights. Any agent of DEVELOPER, RBA or the Architectural Committee may at any reasonable time or times enter upon and inspect any Parcel and any improvements thereon for the purpose of ascertaining whether the maintenance of such Parcel and the maintenance, construction, or alteration of Structures thereon are in compliance with the provisions hereof; and neither DEVELOPER, RBA nor the Architectural Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

11.10 Waiver of Liability. Neither the Committee nor any architect nor agent thereof, nor RBA, nor

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DEVELOPER, nor Harbert Construction Corporation, nor The Equitable Life Assurance Society of the United States, nor any agent or employee of any of the foregoing, shall be responsible in any way for any failure of Structures to comply with requirements of this Declaration, although a certificate of compliance has been issued, any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications and all persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this Section 11.10 for any cause arising out of the matters referred to in this Section 11.10 and further agree to and do hereby release said entities and persons for any and every such cause.

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ARTICLE XII

GENERAL COVENANTS AND RESTRICTIONS

SECTION 12.1 Without the prior written approval of the Architectural Committee:

12.1.1 No previously approved Structure shall be used for any purpose other than that for which it was originally designed (such as, but not limited to the following general uses, which are set forth only by way of example and do not constitute a prior approval of the Architectural Committee as to any specific changes: office building may be used by other entities requiring space for office purposes; small retail store may be used for other retail establishments; restaurants shall only be used as dining facilities, etc.

12.1.2 No Parcel shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;

12.1.3 To the extent of the interest of the Owner of a Parcel, no facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface

of the ground on any Parcel and no external or outside antennas of any kind shall be maintained except on the rear portion of the Parcel; and

12.1.4 No boat, boat trailer, house trailer, trailer, motor home or any similar items shall be stored in the open on any Parcel for a period of time in excess of twenty-four (24) hours.

12.2 Preservation of Trees. No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Parcel without the express written authorization of the Architectural Committee. The Architectural Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wild-life upon the Property. If it shall deem it appropriate, the Architectural Committee may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section 12.2, Developer, RBA and the Architectural Committee and the respective agents of each may come upon any Parcel during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither RBA, nor the Architectural Committee, nor DEVELOPER, nor their respective agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

12.3 Animals. No birds, livestock, animals or insects shall be kept or maintained on any Parcel without the express written consent of the Architectural Committee. It is intended that such consent of the Architectural Committee will be given as required for such approved businesses as research and development activities related to medicine, boarding and care of domestic animals and pet shops.

12.4 Signs. No sign or other advertising device of any nature shall be placed upon any Parcel except

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as provided herein. The Architectural Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. Signs and other advertising devices may be erected and maintained upon any portion of the Property zoned or designated for industrial or commercial uses if approved by the Architectural Committee, as to color, location, nature, size and other characteristics of such signs or devices.

12.5 Temporary Structures. No temporary building, trailer, garage or building in the course of construction or other Structure shall be used, temporarily, or permanently, as a residence on any Parcel.

12.6 Accumulation of Refuse. No lumber, metals, or bulk materials shall be kept, stored, or allowed to accumulate on any Parcel, except building materials during the course of construction of any approved Structure. No refuse or trash shall be kept, stored, or allowed to accumulate, except between scheduled pick-ups and in accordance with the following:

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If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Parcel so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property.

12.7 Pipes. To the extent of the interest of the Owners of a Parcel, no water pipe, gas pipe, sewer pipe

or drainage pipe shall be installed or maintained on any Parcel above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

12.8 Mining. To the extent of the interest of the Owner of a Parcel, and except for construction approved under Article XI, no Parcel shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

12.9 Maintenance of Hedges and Plants. RBA shall have the right to enter upon any Parcel and trim or prune, at the expense of the Owner (subject to any applicable limitations set forth in Section 10.1), any hedge or other planting which in the opinion of RBA, by reason of its location upon the Parcel or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days' prior written notice of such action.

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12.10 Underground Utilities. To the extent of the interest of the Owner of a Parcel, the Owner of a Parcel will not erect or grant to any person, firm or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical or telephone service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave the particular area) without the prior written consent of the Architectural Committee. Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting, where serviced by underground wires or cables.

12.11 Connection Points For Utility Service Lines. To the extent of the interests of the Owner of each Parcel, such Owners agree to connect utility service lines (including, but not limited to, gas, water, sewer and electricity) at points designated by Developer.

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ARTICLE XIII

WATERFRONT AREAS AND WATERWAYS

SECTION 13.1 Any Parcel which shall abut upon any lake, stream, river, canal or other waterway (hereinafter collectively referred to as "Waterways") shall be subject to the following additional restrictions:

13.1.1 No wharf, bulkhead, or other structure or obstruction shall be built or maintained upon any waterfront site or into or upon any Waterway on the Property or adjacent thereto except with the specific written approval of the Architectural Committee. In no event shall any such structure or obstruction be permitted if it is deemed to offer any threat whatsoever to safe navigation upon such Waterway or to the safe and convenient use of such Waterway as a recreation facility.

13.1.2 Except with prior written approval of RBA, no boat canal shall be constructed upon any Parcel nor shall any facility or device be constructed or installed upon any Parcel which shall in any way alter the course of or natural boundaries of any Waterway or which shall involve or result in the removal of water from any Waterway.

13.1.3 Except with prior written approval of RBA, no boats, boat railways, launching facilities or any similar type of structures or equipment shall be installed, constructed or maintained upon any Parcel, nor shall any boat or boat trailer be stored on any Parcel in such manner as to be visible from surrounding properties or from the abutting Waterway.

13.2 No boat of any kind shall be operated upon any Waterway on the Property without the prior written approval of RBA and even if such approval is granted, such operation shall conform to all rules and regulations promulgated by RBA concerning the use of boats.

13.3 No garbage, trash or other refuse shall be dumped into any Waterway on the Property.

13.4 No consent or authority to use any Waterway on the Property is granted or implied by these Restrictions and such use may be prohibited or unauthorized.

ARTICLE XIV

ZONING AND SPECIFIC RESTRICTIONS

SECTION 14.1 The Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the Restrictions shall be taken to govern and control.

ARTICLE XV

EASEMENTS

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SECTION 15.1 Except with prior written permission from DEVELOPER, or (when so designated by DEVELOPER) from the Architectural Committee, drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these Restrictions. DEVELOPER may cut drainways for surface water wherever and whenever such action may appear to DEVELOPER to be necessary in order to maintain reasonable standards of health, safety and appearance; provided, however, that DEVELOPER's right to cut drainways on an Owner's Property shall terminate when the principal structure and approved landscaping on such property have been completed. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. The provisions hereof shall not be construed to impose any obligation upon DEVELOPER to cut such drainways.

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15.2 Grading. DEVELOPER may at any time make such cuts and fills upon any Parcel or other part of the Riverchase Property and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the streets in or adjacent to the Riverchase Property and to drain surface waters therefrom; and may assign such rights to Shelby or Jefferson County or to any municipal or public authority; provided however, that after plans for the principal Structure upon a Parcel shall have been approved by the Architectural Committee as provided herein, the rights of DEVELOPER under this Section 15.2 shall terminate with respect to all parts of such Parcel other than the easement area thereof, except that DEVELOPER or any such municipal or public authority shall thereafter have the right to maintain existing streets and drainage structures.

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ARTICLE XVI

GENERAL

SECTION 16.1 Grantee's Acceptance. The grantee of any Parcel subject to the coverage of these Restrictions, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from DEVELOPER or a subsequent owner of such Parcel, shall accept such deed or other contract upon and subject to each and all of these Restrictions herein contained.

16.2 Indemnity For Damages. Each and every Parcel Owner and future Parcel Owner, in accepting a deed or contract for any Parcel subject to these Restrictions, agrees to indemnify DEVELOPER for any damage caused by such Owner, or the contractor, agent, or employees of such Owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by DEVELOPER, or for which DEVELOPER has responsibility, at the time of such damage.

16.3 Severability. Every one of the provisions and restrictions is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from every other one of the provisions and restrictions and of and from every combination of the provisions and restrictions. Invalidation by any court of any provision or restriction in this Declaration shall in no way affect any of the other provisions or restrictions which shall remain in full force and effect.

16.4 Right of Developer to Modify Restrictions With Respect to Unsold Parcels. With respect to any unsold Parcel, DEVELOPER may include in any contract or deed hereinafter made or entered into such modifications and/or additions to these Restrictions as DEVELOPER in his discretion desires; provided, however, that these Restrictions may not be modified in any contract or deed to except such Parcel from the assessment provisions of Article III or to lessen or extend the voting rights as provided in these Restrictions.

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16.5 Captions. The captions preceding the various paragraphs and subparagraphs of these Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

16.6 Effect of Violation on Mortgage Lien. No violation of any of these Restrictions shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to these Restrictions as fully as any other Owner of any portion of the Property.

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16.7 No Reverter. No Restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

16.8 Duration and Amendment. The Restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by DEVELOPER, RBA, the Architectural Committee, and the Owner of any Commercial Parcel included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December in the year 2000, after which time said Restrictions shall be automatically extended for successive periods of ten years. This Declaration may not be amended in any respect (except with regard to the annexation of Additional Member's Property) except by the execution of an instrument signed by not less than 75% of the Parcel Owners, which instrument shall be filed for recording among the Land Records of Jefferson and Shelby Counties, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument. After December 31, 2000, this Declaration may be amended and/or terminated in its entirety by an instrument signed by not less than 55% of the Parcel Owners which instrument shall be filed for recording among the Land Records of Jefferson and Shelby Counties, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

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16.9 Enforcement. In the event of a violation or breach of any of these Restrictions or any amendments thereto by any Commercial Owner, or employee, agent, or lessee of such Owner, the Owner(s) of Commercial Parcel(s), RBA, DEVELOPER (so long as it is a member of the RBA), their successors and assigns, or any business party to whose benefit these Restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said Restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such other legal remedy

it may deem appropriate. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity.

Any party to a proceeding who succeeds in enforcing a Restriction or enjoining the violation of a Restriction against a Parcel Owner may be awarded a reasonable attorney's fee against such Parcel Owner.

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16.10 Interpretation by RBA. RBA shall have the right to construe and interpret the provisions of this Declaration, and in absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

16.11 Assignment by RBA. RBA shall be empowered to assign its rights hereunder to any successor non-profit membership corporation (herein referred to as the "Successor Corporation") and, upon such assignment the Successor Corporation shall have all the rights and be subject to all the duties of RBA hereunder.

16.12 No Waiver. The failure of any party entitled to enforce any of these Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto; provided, however, that approval of plans pursuant to Article XI shall be binding on any and all parties as a conclusive determination that such plans are in conformity with these Restrictions.

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IN WITNESS WHEREOF, this Amendment No. 2, effective this the 26th day of April, 1977, has been executed by at least 75% of the Parcel Owners of record on this date, and THE HARBERT-EQUITABLE JOINT VENTURE, an Alabama General Partnership, has caused this Amendment No. 2 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

By _____
Its Division Manager

Date Executed: April 26, 1977

Witnesses:

By: HARBERT CONSTRUCTION CORPORATION

By _____
Its Vice President

Date Executed: April 26, 1977

BOOK 19 PAGE 668

19770502000041210 37/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

STATE OF [illegible])

[illegible] COUNTY)

I, [illegible], a Notary Public in and for said County in said State, hereby certify that [illegible] whose name as [illegible] 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 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 [illegible] day of [illegible], 1977.

[illegible]
Notary Public

My Commission Expires:
8-11-80

BOOK 19 PAGE 669

STATE OF Alabama

Shelby COUNTY)

I, Donna C White, a Notary Public in and for said County in said State, hereby certify that Charles H Lyon 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 26th day of April, 1977.

Donna C White
Notary Public

My Commission Expires:
1-30-81

19770502000041210 38/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

APPROVAL

THE UNDERSIGNED, being an owner of a commercial lot within Riverchase and a member of the Riverchase Business Association, Inc., hereby agrees to and joins in the foregoing Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business).

JOSEPH P. LAVOY

Witnesses:

Anthony Silvio

Maureen McManus

By: Joseph V. Lavoy Jr. 4-22-77

Its _____

Date Executed: 3/14/77

BOOK 13 PAGE 670

STATE OF Alabama

COUNTY OF Jefferson

I Anthony Silvio a Notary Public in and for said County in said State, hereby certify that Joseph V Lavoy, whose name as _____ 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 14 day of March, 1977.

AAC 4-22-77

Anthony Silvio
Notary Public

My commission expires: 8-10-79

APPROVAL

THE UNDERSIGNED, being an owner of a commercial lot within Riverchase and a member of the Riverchase Business Association, Inc., hereby agrees to and joins in the foregoing Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business).

Witnesses:

BLUE CROSS AND BLUE SHIELD OF ALABAMA

By _____
Its

Date Executed: 4/26/77

BOOK 19 PAGE 671

1977050200041210 39/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, _____, a Notary Public in and for said County in said State, hereby certify that _____ whose name as _____ of Blue Cross and Blue Shield of Alabama, a corporation, is signed to the foregoing instrument, and who is known to me and known to be such officer, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 26th day of April, 1977.

_____
Notary Public

My commission expires: 4/24/78

APPROVAL

19770502000041210 40/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

THE UNDERSIGNED, being an owner of a commercial lot within Riverchase and a member of the Riverchase Business Association, Inc., hereby agrees to and joins in the foregoing Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business).

SOUTH CENTRAL BELL TELEPHONE COMPANY

Witnesses:

W. L. Wood

Wanda D. Garnett

FORM APPROVED ATTY.

By: C. R. Williamson

Its VICE PRESIDENT—OPERATIONS

Date Executed: 4-26-77

BOOK 19 PAGE 67

STATE OF Alabama

COUNTY OF Jefferson

I JOAN R. LOGAN, a Notary Public in and for said County in said State, hereby certify that C. R. WILLIAMSON, whose name as Vice President of South Central Bell Telephone 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 26th day of April, 1977.

Joan R. Logan
Notary Public

Notary Public, Alabama State at Large
My Commission Expires August 15, 1978
Bonded by Home Indemnity Co. of N. Y.

My commission expires: 8-15-78

APPROVAL

19770502000041210 41/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

THE UNDERSIGNED, being an owner of a commercial lot within Riverchase by that deed recorded in Deed Book 293, beginning at Page 226, in the office of the Judge of Probate of Shelby County, Alabama, and a member of the Riverchase Business Association, Inc., hereby agrees to and joins in the foregoing Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business).

Witnesses

Leo A Erlandson

Evangeline H. Hoose

HARBERT CONSTRUCTION CORPORATION

By W H Pearson

Its Vice President

Date Executed [illegible]

BOOK 19 PAGE 673

STATE OF

COUNTY OF

I Norma C White, a Notary Public in and for said County in said State, hereby certify that W H Pearson, whose name as Vice President of Harbert Construction Corporation 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 27th day of April, 1977.

Norma C White
Notary Public

My commission expires: 1-20-81

APPROVAL

19770502000041210 42/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

THE UNDERSIGNED, being the owner of a commercial lot, being Lot No. 4 of the plat of Riverchase East, First Sector, according to plat recorded in Mapbook 6, Page 139, in the office of the Judge of Probate of Shelby County, Alabama, and a member of the Riverchase Business Association, Inc., hereby agrees to and joins in the foregoing Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business).

Witnesses:

Leo G Blackwood

Evangeline H. Hoover

HARBERT CONSTRUCTION CORPORATION

By: W H Pearman

Its Vice President

Date Executed April 26, 1977

BOOK 19 PAGE 674

STATE OF

COUNTY OF

I Norma C White, a Notary Public in and for said County in said State, hereby certify that W H Pearman, whose name as Vice President of Harbert Construction 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 26th day of April, 1977.

Norma C White
Notary Public

My commission expires: 1-21-81

APPROVAL

THE UNDERSIGNED, being owners of a commercial lot within Riverchase and members of the Riverchase Business Association, Inc., hereby agree to and join in the foregoing Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business).

Witnesses:

James H. Estes

Date Executed: April 21, 1977

Mary Ellen Estes

Date Executed: 4/21/77

19770502000041210 43/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

BOOK 19 PAGE 675

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public and and for said County in said State, hereby certify that James H. Estes and wife, Mary Ellen Estes, whose names are signed to the foregoing Approval and who are known to me, acknowledged before me on this day that, being informed of the contents of the Approval, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 21st day of April, 1977.

Ross M. Taylor Jr.
Notary Public

My commission expires: April 9, 1981

19770502000041210 44/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

APPROVAL

THE UNDERSIGNED, being an owner of a commercial lot within Riverchase and a member of the Riverchase Business Association, Inc., hereby agrees to and joins in the foregoing Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business).

Witnesses:

Edward Perry

Judith E McClellan

THE JOHN H. HARLAND COMPANY

By: Robert R Woodson

Its Executive Vice President

Date Executed: May 23, 1977

BOOK 19 PAGE 676

STATE OF

COUNTY OF

I James B. Huffaker, a Notary Public in and for said County in said State, hereby certify that Robert R. Woodson whose name as Exec. V. Pres. of John H. Harland 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 25th day of March, 1977.

James B. Huffaker

Notary Public

Notary Public, Georgia State at Large
My Commission Expires July 15, 1979

My commission expires: July 15, 1979

APPROVAL

THE UNDERSIGNED, being an owner of a commercial lot within Riverchase and a member of the Riverchase Business Association, Inc., hereby agrees to and joins in the foregoing Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business).

THE FIRST NATIONAL BANK OF BIRMINGHAM

Witnesses:

By: _____

Its Senior Vice President.

Date Executed: April 14 1977

19770502000041210 45/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

BOOK 19 PAGE 677

STATE OF

COUNTY OF

I Geri B. Carpri, a Notary Public in and for said County in said State, hereby certify that Carl F. Grimes, whose name as Senior Vice Pres. of First National Bank of Birmingham 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 14th day of April, 1977.

_____
Notary Public

My commission expires: _____

19770502000041210 46/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

APPROVAL

THE UNDERSIGNED, being an owner of a commercial lot within Riverchase and a member of the Riverchase Business Association, Inc., hereby agrees to and joins in the foregoing Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business).

Witnesses:

_____

_____

THE OXFORD GALLERIES

By: Bonnie G. Chew

Its Pres

Date Executed: April 11, 1977

BOOK 19 PAGE 678

STATE OF ALABAMA

COUNTY OF JEFFERSON

I M. J. Walker, a Notary Public in and for said County in said State, hereby certify that Bonnie G. Chew, whose name as President of The Oxford Galleries 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 11th day of April, 1977.

M. J. Walker SR

Notary Public

My commission expires: 12-14-77

APPROVAL

THE UNDERSIGNED, being an owner of a commercial lot within Riverchase and a member of the Riverchase Business Association, Inc., hereby agrees to and joins in the foregoing Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business).

THE CORPORATION ~~XXXXXXXXXX~~
River Ridge Enterprises

Witnesses:

By: Paul B. Krebs

Its President

Date Executed: April 14, 1977

19 PAGE 679

BOOK

STATE OF ALABAMA

COUNTY OF JEFFERSON

I Dorothy W. McDowell, a Notary Public in and for said County in said State, hereby certify that Paul B. Krebs, whose name as President of River Ridge 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 14th day of April, 1977.

Dorothy W. McDowell
Notary Public

My commission expires: March 16, 1979

19770502000041210 47/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

19770502000041210 48/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

APPROVAL

THE UNDERSIGNED, being an owner of a commercial lot within Riverchase and a member of the Riverchase Business Association, Inc., hereby agrees to and joins in the foregoing Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business).

TOM E. RAST

Witnesses:

By: Tom E Rast

Its _____

Date Executed: March 11, 1977

BOOK 19 PAGE 680

STATE OF

COUNTY OF

I Mary D. Clayton, a Notary Public in and for said County in said State, hereby certify that Tom E. Rast, whose name as _____ ~~of~~ an individual 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 11th day of March, _____, 1977.

Mary D. Clayton
Notary Public

My commission expires: August 30, 1980

APPROVAL

THE UNDERSIGNED, being an owner of a commercial lot within Riverchase and a member of the Riverchase Business Association, Inc., hereby agrees to and joins in the foregoing Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business).

THE FIRST NATIONAL BANK OF COLUMBIANA

Witnesses:

By: Ross B. Mullins

Its President

Barbara E. McEver

Billy Ray Jones

Date Executed: April 21, 1977

19 PAGE 681

1977050200041210 49/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

BOOK

STATE OF

COUNTY OF

I Blenda J. Hall, a Notary Public in and for said County in said State, hereby certify that Ross B. Mullins, whose name as President of First National Bank of Columbiana 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 21st day of April, 1977.

Blenda J. Hall
Notary Public

My commission expires: 11/8/79

EXHIBIT "A"

19770502000041210 50/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

Property acquired by The Harbert-Equitable Joint Venture by the following deeds:

1. Deed dated February 4, 1974, recorded in Jefferson County, Birmingham Division, Book 1035, page 584, Bessemer Division, Book 220, page 190, and Shelby County Book 285, page 206.

2. Deed dated August 19, 1974, recorded in Jefferson County, Bessemer Division, Book 234, page 790, and Shelby County Book 288, page 411.

3. Deed dated April 26, 1974, recorded in Jefferson County, Birmingham Division, Book 1061, Page 678.

4. Deed dated August 19, 1974, recorded in Shelby County Book 288, page 418.

5. Deed dated October 24, 1974, recorded in Jefferson County, Birmingham Division, Book 1117, page 805.

6. Deed dated February 4, 1975, recorded in Jefferson County, Bessemer Division, Book 242, page 224.

7. Deed dated May 30, 1975, recorded in Jefferson County, Birmingham Division, Book 1179, page 56.

BOOK 19 PAGE 682

Less and except the following tracts of land:

1. A tract of land located in the West 1/2 of the Northwest 1/4 of Section 29, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 29; thence North 89° 14' 05" West along the South boundary of said Northwest 1/4 a distance of 526.01 feet, more or less, to a point (said point being 800 feet east of the SW corner of the SW 1/4 of NW 1/4); thence North 00° 23' 05" West a distance of 1166.55 feet to a point; thence North 46° 23' 20" East 717.90 feet to a point; thence South 00° 28' 50" East along the east boundary of the West 1/2 of the Northwest 1/4 of said Section 29, a distance of 1668.79 feet to the point of beginning.

2. A tract of land containing 4.74 acres, more or less, and located in the west one-half of the northwest quarter (W1/2 of NW 1/4) of Section 29, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Start at the southeast corner of the southwest quarter of the northwest quarter of Section 29, Township 19 South, Range 2 West of the Huntsville Meridian; thence north 89° 14' 05" west along the south boundary of said northwest quarter a distance of 526.01 feet to an iron pipe; thence north 00° 23' 05" west a distance of 1166.55 feet to an iron rod for a point of beginning. From the point of beginning, thence north 46° 23' 20" east 717.90 feet to an iron rod, thence north along the east boundary of the west one-half of the northwest quarter of said Section 29, a distance of 382.85 feet, more or less, to the southerly right-of-way line of Valleydale Road; thence left along the said Valleydale Road right-of-way line 717.19 feet to a point, thence left 383.44 feet to a point of beginning.

19770502000041210 51/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

BOOK 19 PAGE 683

3. A tract of land containing 3.44 acres, more or less, located in the Southeast quarter of the Southeast quarter (SE-1/4 of SE-1/4), of Section 13, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the SE-1/4 of SE-1/4 of Section 13, Township 19, Range 3 West, thence North 00° 10' 00" West, 331.96 feet to the North right-of-way line of an unnamed road, and the Point of Beginning; thence South 71° 34' 00" West, 60.41 feet along said right-of-way to the beginning of a curve to the left, said curve having a central angle of 12° 00' 00" and a radius of 602.96 feet; thence continue along said curve and right-of-way 126.28 feet; thence South 59° 34' 00" West, 27.07 feet along said right-of-way to a point on a curve, said curve being the North right-of-way line of Data Center Drive; thence 89° 47' 40" right tangent to a curve to the

left, said curve having a central angle of 37° 12' 56" and a radius of 788.94 feet; thence continue along said curve and right-of-way 512.44 feet; thence North 22° 33' 50" East, 88.21 feet; thence North 89° 50' 00" East 539.64 feet; thence South 00° 10' 00" East 329.49 feet to point of beginning.

19770502000041210 52/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

4. A tract of land situated in the West 1/2 of the SE 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the SW 1/4 of the SE 1/4 of Section 30, Township 19 South, Range 2 West, which is the Point of Beginning; thence run N 88°07'17"W along the South line of said 1/4-1/4 section line 1,331.89 feet; thence N 00°19'25"W 1,477.28 feet to the South Right-of-Way line of Valleydale Road; thence N 57°18'52"E 1,569.98 feet; thence S 00°26'20"E 2,368.81 feet to the Point of Beginning and containing 58.67 Acres, more or less.

5. A tract of land containing 21.50 acres, more or less, located in Section 18, Township 19 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Begin at the NE corner of the SW-1/4 of the SW-1/4 of said section; thence S 87° 59' 52" E, 1,055.23 feet to an iron pin found; thence S 00° 07' 00" E, 451.86 feet to a point; said point being the intersection with the northerly right-of-way line of a proposed road; thence 71° 39' 39" right tangent to a curve to the right; thence running along said curve an arc distance of 171.88 feet, said curve having a central angle of 07° 01' 21" and a radius of 1,402.39 feet to a point; thence continue along said proposed right-of-way S 78° 34' 00" W 697.59 feet to a point; thence along a curve to the left an arc distance of 297.97 feet, said curve having a central angle of 17° 20' 00" and a radius of 984.93 feet to a point; thence continue along said proposed right-of-way S 61 14' 00" W 219.76 feet to a point; thence along a curve to the right an arc distance of 117.34 feet, said curve having a central angle of 12° 42' 33" and a radius of 528.98 feet; thence leaving said proposed right-of-way N 00° 08' 40" W 6.78 feet to an iron pin found; thence continue N 00° 08' 40" W 930.00 feet to an iron pin found; thence S 87° 59' 52" E 376.43 feet to an iron pin found and the point of beginning.

BOOK 19 PAGE 684

6. Parcel No. 1:

To locate the point of beginning, commence at the northeast corner of the southwest quarter of section 30, township 19 south, range 2 west of the Huntsville Meridian, thence south 00°19'25" east along the east line of said quarter 754.67 feet to an iron rod and the point of beginning; thence continue south 00°19'25" east along said quarter line 310.00 feet to an iron road on the northwest margin of the right-of-way of Valleydale Road, thence with said margin south 57°18'50" west 295.97 feet to an iron rod, thence leaving said margin north 00°19'25" west 468.43 feet to an iron rod, thence north 89°40'35" east 250.00 feet to the point of beginning. All lying in the northeast quarter of the southwest quarter of section 30, township 19 south, range 2 west of the Huntsville Meridian in Shelby County, Alabama, and containing 2.234 acres, more or less; and

Parcel No. 2:

Begin at the northeast corner of the southwest quarter of section 30, township 19 south, range 2 west of the Huntsville Meridian, thence south 00°19'25" east along the east line of said quarter 754.67 feet to an iron rod, thence south 89°40'35" west 250.00 feet to an iron rod, thence north 00°19'25" west 788.00 feet to an iron rod, thence north 89°40'35" east 250.00 feet to an iron rod, thence south 00°19'25" east 33.33 feet to an iron rod and the point of beginning. All lying in the east one half of the west one half of section 30, township 19 south, range 2 west of the Huntsville Meridian in Shelby County, Alabama, and containing 4.522 acres, more or less.

BOOK 19 PAGE 685

7. West Half of Southwest Quarter (W 1/2 of SW 1/4), Section 34, Township 19 South, Range 3 West, located in Jefferson County, Alabama.

19770502000041210 53/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

19770502000041210 54/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

EXHIBIT B

1 of 3

Lowe Engineers, Inc. 1920 MONROE DR., N. E., ATLANTA, GA. 30324 404 873-6511

3433 Lorna Lane
Birmingham, Alabama 35216

April 23, 1977

The following is a description of a tract of land situated in the W ½ of the SW ¼ of Section 19, Township 19 South, Range 2 West and being more particularly described as follows:

Commence at the SW corner of said section; thence North along the West line of said section N 00°00'43" E, 1471.17 feet; thence 90°00'00" right, 25.87 feet to the point of beginning, said point being the intersection of the Easterly right-of-way line of US-31 and the Southerly right-of-way line of Riverchase Parkway East; thence 18°19'43" left and along said Southerly right-of-way of Riverchase Parkway East, 61.91 feet to a curve to the left, said curve having a central angle of 24°15'00" and a radius of 562.87 feet; thence along said curve and right-of-way 238.23 feet; thence continue tangent to said curve and right-of-way 171.06 feet to a curve to the right, said curve having a central angle of 06°45'53" and a radius of 561.10 feet; thence along said curve and right-of-way 66.25 feet to a point; thence 90°00'00" right from tangent of said curve and leaving said right-of-way 19.92 feet to a point; thence S 81°33'10" E, 51 feet, more or less, to the 422.00 foot mean sea level contour line; thence along the meanders of said contour line Southeasterly, Northeasterly, Southwesterly, Southeasterly, Southwesterly, Northeasterly, Southeasterly, Southwesterly, Southeasterly, Southwesterly, 2667 feet, more or less, to a point, said point being the intersection of said 422.00 foot mean sea level contour line and the Easterly right-of-way line of US-31; thence N 01°50'30" W, along said right-of-way 135 feet, more or less, to a point; thence 90°00'00" left along said right-of-way 60.00 feet; thence 90°00'00" right, tangent to a curve to the left, said curve having a central angle of 15°52'26" and a radius of 3939.72 feet; thence along said curve and right-of-way 1091.51 feet to the point of beginning.

BOOK 19 PAGE 686

John E. Norton, P.E. & L.S.
State of Alabama
Reg. No. 10287

EXHIBIT B
2 of 3

Lowe Engineers, Inc. 1920 MONROE DR., N.E., ATLANTA, GA. 30324 404-873-6511

3433 Lorna Lane
Birmingham, Alabama 35216

April 23, 1977

19770502000041210 55/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

The following is a description of a tract of land situated in the NW ¼ of the SW ¼, Section 19, Township 19 South, Range 2 West and the NE ¼ of the SE ¼, Section 24, Township 19 South, Range 3 West and being more particularly described as follows:

Commence at the SE corner of Section 24, Township 19 South, Range 3 West; thence North along the East line of said section N 00°00'43" E, 1598.10 feet; thence 90°00'00" left 17.09 feet to the point of beginning, said point being the intersection of the Easterly right-of-way line of US-31 and the Northerly right-of-way line fo Riverchase Parkway East; thence 70°19'25" right, tangent to a curve to the left on said right-of-way of US-31, said curve having a central angle of 00°59'04" and a radius of 3939.72 feet; thence along said curve and right-of-way 67.69 feet; thence 90°00'00" right from tangent to said curve and right-of-way 55.00 feet along said right-of-way; thence 90°00'00" left tangent to a curve to the left, said curve having a central angle of 01°43'16" and a radius of 3994.72 feet; thence along said curve and right-of-way 120.00 feet to a point; thence S 57°28'09" E leaving said right-of-way 164.67 feet to a point; thence N 65°11'00" E, 175.00 feet to a point; thence S 44°49'00" E 20.00 feet to a point, said point being on the Northerly right-of-way line of Riverchase Parkway East; thence 90°00'00" right and along said right-of-way 55.00 feet to a curve to the right, said curve having a central angle of 26°30'00" and a radius of 374.70 feet; thence along said curve and right-of-way 173.30 feet; thence continue tangent to said curve and right-of-way 116.46 feet to the point of beginning.

BOOK 19 PAGE 687

John E. Norton, P.E. & L.S.
State of Alabama
Reg. No. 10287

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Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

EXHIBIT B
3 of 3

Lowe Engineers, Inc. 1920 MONROE DR., N. E. ATLANTA, GA. 30324 · 404 873-6511

3433 Lorna Lane
Birmingham, Alabama 35216

April 23, 1977

The following is a description of a tract of land situated in the NW ¼ of the NW ¼ of Section 30, Township 19 South, Range 2 West and being more particularly described as follows:

Commence at the NW corner of said ¼ - ¼; thence East along the North line of said ¼ - ¼; S 87°47'28" E, 286.37 feet; thence 90°00'00" right, 27.87 feet to the point of beginning, said point being an intersection of the Easterly right-of-way line of US-31 and the 422.00 foot mean sea level contour line; thence 04°03'02" left and along said right-of-way line S 01°50'30" E, 303 feet, more or less, to a point; thence 90°00'00" right 80.00 feet; thence 90°00'00" left, 500.00 feet; thence 90°00'00" left, 45 feet, more or less to an intersection with said 422.00 foot mean sea level contour line; thence along the meanders of said contour line Northeasterly, Northwesterly, Westerly, Northwesterly 1135 feet, more or less, to the point of beginning.

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John E. Norton, P.E. & L.S.
State of Alabama
Reg. No. 10287

EXHIBIT C

1 of 1

Lowe Engineers, Inc. 1920 MONROE DR., N. E. ATLANTA, GA. 30324 404 873-6511

3433 Lorna Lane
Birmingham, Alabama 35216

April 23, 1977

The following is a description of a tract of land situated in the NW ¼ of Section 19, Township 19 South, Range 2 West and the SE ¼ of the NE ¼ of Section 24, Township 19 South, Range 3 West and being more particularly described as follows:

Commence at the SW corner of the NW ¼ of Section 19, Township 19 South, Range 2 West; thence North along the West line of said ¼ N 00°00'43" E, 393.95 feet; thence 90°00'00" right 1,036.58 feet to the point of beginning, said point being on the Easterly right-of-way line of the proposed road; thence 21°02'43" left, leaving said right-of-way N 68°58'00" E, 342.87 feet to a point; thence N 15°09'00" W, 134.75 feet to a point; thence N 00°55'00" W 310 feet more or less, to the centerline of the Cahaba River; thence along the meanders of said river Northwesterly, Southwesterly, Southeasterly, Southwesterly, 2828 feet, more or less, to a point; thence N 80°02'00" E, 965 feet, more or less, to the point of beginning.

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19770502000041210 57/57 $.00
Shelby Cnty Judge of Probate, AL
05/02/1977 12:00:00 AM FILED/CERT

John E. Norton, P.E. & L.S.
State of Alabama
Reg. No. 10287

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

'77 MAY -2 PM 4:06

Fee 85.50
Ind 1.00
$86.50

JUDGE OF PROBATE