

This AGREEMENT was made and entered into this 2nd day of September 1982

between the undersigned Developer, hereinafter referred to as the "Developer", on the one hand, and all adjacent landowners of this subdivision, and

**Inez V. Kinney, an unmarried woman**

referred to as the "Purchaser":

WHEREAS, the Developer is the owner, or entitled to contract on behalf of the owners of certain real property located in Shelby County, Alabama, and more particularly described as follows:

Davenport's Addition to Riverchase West-Sector 115 as recorded in Map Book 8, Page 93 in the Probate Office of Shelby County, Alabama.

These lands being a townhouse development of a townhouse nature, commonly referred to as Riverchase Townhomes, and

WHEREAS, the Developer is the owner, or entitled to contract on behalf of the owners, of all lots included therein, specifically including, but not limited to lot 79, which lot is being purchased by the "Purchasers" simultaneously with the signing of this agreement, and specifically including, but not being limited to the adjoining lot 79 or lots 80 and 78, and

WHEREAS, the Developer has erected certain residential buildings on said lots which now or may hereafter have either one or two (as the case may be) common and adjoining walls built on or at the lot lines of each respective lot and specifically the lots referred to herein, which common and adjacent walls between the adjacent premises are agreed to be party walls and to be constructed with one-half (1/2) of their thickness on each side of the division line between the premises of the respective individual owners of the homes built on each respective lot.

AND, WHEREFORE, for good and valuable consideration, including the purchase and sale of the real estate to the Purchasers and including the actual covenants and agreements herein contained, the parties hereto do hereby agree for themselves and for their respective heirs, assigns, and assigns, that the following covenants, conditions, and agreements, do hereby apply:

1. It is hereby covenanted and agreed by and between the parties that the

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KENNETH D. WALLIS  
ATTORNEY AT LAW  
SUITE 107 COLONIAL CENTER  
1009 MONTGOMERY HWY. SO.  
MONTGOMERY, AL 36116

unless and where they have been created with the consent and approval of all parties concerned.

3. The foregoing permission to peacefully grant, sell, lease, or otherwise dispose of, the right, title, interest and authority, and in that behalf Attorney, to act on our behalf, in entering into any contract with a person or persons, shall not extend to the use of the lot owners or other persons in the subdivision who have party walls, and we agree to be bound by the easements as entered into.

4. For the purpose of expanding or repairing said walls we may be hereinafter provided, each owner is licensed by the other party to make any necessary adjustments or to perform any other work reasonably required for the exercise of the rights provided in this agreement.

5. The wall in question is a non-load bearing concrete block wall of approximately eight (8") inches in width, of a height which extends beyond the roof line of the respective adjoining houses.

6. Each party shall have the full right to use said party wall for the insertion of beams, connection of gutters or otherwise relating to the protection or maintenance of the house upon their respective lots and the said party walls shall constitute the boundary line between the adjoining parcels of property, where applicable, it being understood that any utility in the subdivision may not have party walls with respect to the said party walls, and it is further understood that no owner shall have the right to use the party wall, in the case of the wall hereinafter provided, however, such use of said party wall shall not extend to the adjoining building and shall not include the work, and the cost of the work, for which the adjoining building is entitled.

7. Either party to this agreement shall have the right to extend the party wall horizontally within the wall boundaries of his respective lot, and to the extent of such extension the party wall shall be deemed to be a wall, provided, however, that the extension shall not be made upon the land of the other party without his written consent.

8. The party wall shall be owned and maintained by the party who is the owner of the building on the lot to which the wall is attached, and the party who is the owner of the building on the lot to which the wall is attached shall be responsible for the maintenance of the wall.

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afforded to the owner of the adjacent property, and the plan shall be no vertical extensions beyond the height of the existing wall or existing roof lines of the new extension. In the event the adjacent owner should desire to extend the height of the wall for any other purpose, or when such extension may be desired, the agreement of the adjacent owner shall be obtained, and the adjacent owner shall be entitled under this agreement to the use of the wall as extended or reconstructed. Any such extension or reconstruction shall be at the cost and expense of the party causing it to be constructed, and the adjacent owner shall be responsible for the maintenance of any such extension.

7. If it shall, for any reason, become necessary to repair or rebuild the wall or any portion thereof as constructed or extended, the cost of such repairs or rebuilding as to such portions of the wall as are then used by both parties, shall be at the expense of both parties in equal shares, and as to any remaining portions which are not used jointly, then the expense shall be borne by the party who shall have exclusive use of that portion of the wall.

8. In the event the party wall is totally or partially destroyed by fire or other casualty or cause, then either of the parties hereto, their successors, heirs, or assigns, shall have the right to reconstruct the same at his own expense if he alone intends to continue to use said party wall, or if both parties intend to continue the use of the party wall, then the expense of reconstructing the wall shall be equally borne by each party. In the event of such destruction and in the event that one party rebuilds the wall at his individual expense as a result of the adjoining landowner either failing to contribute or expressing an intention not to continue to make use of said wall, then in that event, if the said adjoining landowner ever reconstructs the wall and thus makes use of said party wall, then he shall, under the provisions of this agreement, be responsible for the repayment of the amount due to the party paying for the reconstruction of said wall, in an amount equal to one-half (1/2) of the expense so incurred by said party.

9. This agreement shall be in effect for a period of ten years.

1957, and, thereafter, unless actually revoked in writing by the  
affiliated lands, hereinafter referred to, shall continue in full  
force and effect for additional ten (10) year periods thereafter, until  
revoked, at the end of any such extension period the agreement is

1958. In witness whereof, the directly affected adjoining landowners, the  
affiliated lands, hereinafter referred to, have caused, signed, with the  
land, provided, however, that no other herein contained shall be con-  
sidered as a release by either party of his respective rights in and  
control over any strip of the land in which the party with which the

1959. This instrument contains the entire agreement between the par-  
ties relating to the rights herein granted and the obligations herein  
assumed. Any oral representations or modifications concerning this  
agreement shall be of no force and effect, excepting a subsequent modifi-  
cation, in writing, signed by the parties to be charged.

1960. In the event controversy, claim or dispute between adjoining  
affected lands, hereinafter referred to, or relating to this agreement  
shall hereinafter, the adjoining party shall be entitled to recover  
therefrom, the party with whom reasonable expenses, attorney's fees,  
and costs, incurred in said dispute, and dispute hereunder may be  
settled by the parties, or, if the parties upon an individual arbitrator  
or arbitrators, or a panel of arbitrators, then by each party selecting  
their own arbitrator, unless a both parties in turn will select a third  
arbitrator, by mutual agreement, and the three arbitrators so selected  
shall have the authority, based upon the principles of majority rule,  
to decide the or any dispute. Judgment upon the award rendered by  
the three arbitrators may be entered in any court having jurisdiction  
thereof. Such arbitration proceedings may be held in any location or  
venue, as specified in the arbitration agreement shall not be binding,  
binding.

1961. This agreement shall bind and inure to the benefit of the  
parties hereto, their respective heirs, personal representatives, execu-  
tors, administrators, successors, assigns, for the entire term of

1962. This agreement shall be binding upon the parties hereto, their heirs,  
personal representatives, executors, administrators, successors, assigns,  
for the entire term of

1963. This agreement shall be binding upon the parties hereto, their heirs,  
personal representatives, executors, administrators, successors, assigns,  
for the entire term of

Agreement the day and year first above written.

REVERCHASE TOWNHOMES II, LTD.

BY: *[Signature]*  
JAMES E. DOVENPORT,  
GENERAL PARTNER, - DEVELOPER

*[Signature]*  
JAMES E. DOVENPORT,  
GENERAL PARTNER, - DEVELOPER

REC'D  
1982 SEP 10 AM 11:08  
Rec. 750  
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STATE OF ALABAMA )  
JEFFERSON COUNTY )

Before me, the undersigned Notary Public in and for said county in said state, do hereby certify that REVERCHASE TOWNHOMES II, LTD., an Alabama Limited Partnership, by James E. Dovenport, General Partner, and as DEVELOPER, and whose name is signed to the foregoing PARTY WALL, and who is known to me, acknowledged before me that, being informed of the contents of this PARTY WALL AGREEMENT, he executed the same voluntarily and as the act of said partnership, on the day the same bears date.

Witness my hand and seal of office this the 2nd day of September, 1982.

*[Signature]*  
ALABAMA STATE AT LARGE

STATE OF ALABAMA )  
JEFFERSON COUNTY )

Before me, the undersigned Notary Public in and for said county in said state, do hereby certify that Inez V. Kinney, an unmarried woman, whose name is signed to the foregoing PARTY WALL AGREEMENT, and who is known to me, acknowledged before me that, being informed of the contents of the PARTY WALL AGREEMENT, she executed the same voluntarily and as her own act.

Witness my hand and seal of office this the 2nd day of September, 1982.

*[Signature]*  
NOTARY PUBLIC

STATE OF ALABAMA )  
JEFFERSON COUNTY )