

THIS DOCUMENT PREPARED BY:

Randy Lanier  
Balch, Bingham, Baker, Ward, Smith,  
Bowman and Thagard  
Post Office Box 306  
Birmingham, AL 35201

STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of FIFTEEN THOUSAND TWO HUNDRED NINETY FIVE AND NO/100 DOLLARS (\$15,295.00) in hand paid by SHEWMAKE DEVELOPMENT COMPANY, INC. (hereinafter referred to as "GRANTEE"), to the undersigned THE HARBERT-EQUITABLE JOINT VENTURE, under Joint Venture Agreement dated January 30, 1974 composed of Harbert International, Inc., a corporation and The Equitable Life Assurance Society of the United States, a corporation (hereinafter referred to as "GRANTOR"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents grant, bargain, sell and convey unto the said GRANTEE the following described real estate situated in Shelby County, Alabama:

Lot 133, according to Riverchase West Fourth Addition Residential Subdivision, as recorded in Map Book 7, Page 156 in the Probate Office of Shelby County, Alabama.

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable on October 1, 1983.
2. Mineral and mining rights not owned by GRANTOR.
3. Any applicable zoning ordinances.
4. Easements, rights of way, reservations, agreements, restrictions and setback lines of record.
5. Said property conveyed by this instrument is hereby subjected to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential), recorded in Miscellaneous Book 14, beginning at page 536, in the Office of the Judge of Probate of Shleby County, as amended in Miscellaneous Book 17, beginning at page 550, in the Office of the Judge of Probate of Shelby County, Alabama, except as follows:
  - a) The first sentence of Section 12.20 entitled "Construction Period" shall be deleted and the following sentence shall be inserted in lieu thereof:

"With respect to each Residential Parcel, construction of the residential building is to be completed within one (1) year from date of beginning construction."
  - b) Section 12.21 shall be deleted in its entirety and shall not be applicable to subject property.

DOMINICK, FLETCHER, YEILDING, WOOD & LLOYD, P. A.

PROFESSIONAL ASSOCIATION

SHLAND AVENUE

P. O. BOX 1367

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6. Said property conveyed by this instrument is hereby restricted to use for single-family residential dwellings (with a density not to exceed one single-family unit per lot) unless a change in use is authorized pursuant to Riverchase Residential Covenants, as described in paragraph 5 above, said restrictions to be effective for the same period of time as the Riverchase Residential Covenants.
7. Said property conveyed by this instrument shall be limited to the development of a single-family residential home with a minimum of 1,550 square feet and a maximum of 1,850 square feet of finished floor space, unless otherwise authorized pursuant to Riverchase Residential Covenants, as described in paragraph 5 above.

TO HAVE AND TO HOLD, unto GRANTEE, its successors and assigns, forever.

IN WITNESS WHEREOF, the GRANTOR has caused this conveyance to be executed by each Venturer by their respective duly authorized officers effective on this the 9<sup>th</sup> day of September, 1983.

WITNESS:

Terri L. Medley

THE HARBERT-EQUITABLE JOINT VENTURE

BY: THE EQUITABLE LIFE ASSURANCE  
SOCIETY OF THE UNITED STATES

BY: James L. Brown  
Its Assistant Vice President

WITNESS:

Cindy Aldridge

BY: HARBERT INTERNATIONAL, INC.

BY: James L. Brown  
Its

STATE OF Georgia )  
COUNTY OF )

I, Paula Brown Reese, a Notary Public in and for said County, in said State, hereby certify that Donald L. Butson, whose name as Assistant Vice President 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 conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 6<sup>th</sup> day of September, 1983.

Paula Brown Reese  
Notary Public

My commission expires:

Notary Public, Georgia, State at Large  
My Commission Expires Aug. 10, 1987

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STATE OF Alabama )  
COUNTY OF Shelby )

I, Cynthia A. Aldridge, a Notary Public in and for said County, in said State, hereby certify that Bill S. Harbert, whose name as Pres. & Chief Operating Officer of Harbert International, Inc., a corporation, as General Partner of The Harbert-Equitable Joint Venture, under Joint Venture Agreement dated January 30, 1974, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 9<sup>th</sup> day of September, 1983.

Cynthia A. Aldridge  
Notary Public

My commission expires:

MY COMMISSION EXPIRES FEBRUARY 3, 1986

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

1983 SEP 26 AM 9:05

Thomas A. Henderson, Jr.  
JUDGE OF PROBATE

Deed TAX 15.50  
Rec 4.50  
Ind 1.00  
21.00