

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 THIRTY THOUSAND EIGHT HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$30,875.00) in hand paid by SHELBY-RIVERCHASE HOLDING CO., 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 37, according to Riverchase Country Club Third Addition Residential Subdivision as recorded in Map Book 7 Page 53 in the Probate Office of Shelby County, Alabama.

Such land is conveyed subject to the following:

1. Advalorem taxes due and payable 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 Shelby 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.

Shelby County, Ala

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 restriction 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 2,500 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 17th day of August, 1983.

THE HARBERT-EQUITABLE JOINT VENTURE

BY: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

Witnesses:

Camela Brown Reese
Evon Hagin

BY RC Frawley
Its Asst. V.P.

Witnesses:

Cindy Aldridge
Marilyn Young

BY: HARBERT INTERNATIONAL, INC.

BY W.H. Rozman
Its Vice President

STATE OF)
COUNTY OF)

I, Jay Ferguson, a Notary Public in and for said County, in said State, hereby certify that Robert E. Thowen, whose name as Asst. 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 17 day of August, 1983.

Jay P. Ferguson
Notary Public

My commission expires:

Notary Public, Georgia, State at Large, A. SHELBY CO.
My Commission Expires Mar 15, 1985

COPIES OF THIS
INSTRUMENT WERE FILED

1983 NOV -7 PM 12:58
see Mtg H39-021

Rec'd 4.50
Jud 1.00
5.50

STATE OF Alabama
COUNTY OF Shelby

I, Cynthia A. Aldridge, a Notary Public in and for said County, in said State, hereby certify that Dr. D. H. Hossman, whose name as Vice President 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 17th day of August, 1983.

Cynthia A. Aldridge
Notary Public

My commission expires:
MY COMMISSION EXPIRES FEBRUARY 3, 1984

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