

THIS DOCUMENT PREPARED BY:

Randolph Lanier
 Balch, Bingham, Baker, Hawthorne,
 Williams and Ward
 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 TWENTY SEVEN THOUSAND EIGHT HUNDRED THIRTY FIVE AND NO/100 DOLLARS (\$27,835.00) in hand paid by TRIMM CONSTRUCTION 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 233, according to Riverchase Country Club Ninth Addition Residential Subdivision, as recorded in Map Book 8, Pages 46 A&B 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:
 "As to respect to each Residential Parcel, construction of the residential building is to be completed within a 12 month period from the beginning construction."
 - b) Section 12.21 shall be deleted in its entirety and shall not be applicable to subject property.

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Subscribed at _____ 2/1/83

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 dwelling unit per lot) subject to the restrictions as described in paragraph 5 above, and restrictions be covenants for the same as set forth in 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 2,200 square feet of finished floor space on a one-story home or a minimum of 2,500 square feet of finished floor space on a multi-level (two-story, split-level, split foyer, one-and-one-half story) home, 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 19th day of July, 1983.

THE HARBERT-EQUITABLE JOINT VENTURE

BY: THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

Witnesses:

Donald Deon Reese
Eron Hagin

BY Amal L. Bhatnagar
Its Assistant Vice President

Witnesses:

Cindy Aldridge
Marilyn Young

BY: HARBERT INTERNATIONAL, INC.

BY W. H. Forreman
Its Vice President

STATE OF Georgia)

COUNTY OF FULTON)

I, CAROLYN K. ALEXANDER, a Notary Public in and for said County, in said State, hereby certify that DONALD L. BATSON, 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 13th day of July, 1983.

Carolyn K. Alexander
Notary Public

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My commission expires:

Notary Public, Georgia, No. 12762
My Commission Expires 12-31-85

STATE OF Alabama)

COUNTY OF Shelby)

I, Cynthia A. Aldridge, a Notary Public in and for said County, in said State, hereby certify that M. A. Rossman, 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 19th day of July, 1983.

Cynthia A. Aldridge
Notary Public

My commission expires:

NOTARY PUBLIC
ALABAMA
1983