

THIS DOCUMENT PREPARED BY:

Randolph Lanier  
Balch, Bingham, Baker, Hawthorne,  
Williams and Ward  
Post Office Box 306  
Birmingham, AL 35201

STATE OF ALABAMA )

1144

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of TWENTY FIVE THOUSAND NINE HUNDRED THIRTY FIVE AND NO/100 DOLLARS (\$25,935.00) in hand paid by M. E. PADGETT (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 22, 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."

M. E. Padgett  
404 - Ponce de Leon Dr.  
Home Wood, Al. 35209

b) Section 12.21 shall be deleted in its entirety and shall not be applicable to subject property.

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 o 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 21<sup>st</sup> day of July, 1983.

THE HARBERT-EQUITABLE JOINT VENTURE

BY: THE EQUITABLE LIFE ASSURANCE  
SOCIETY OF THE UNITED STATES

BY Israel L. Berman  
Its Assistant Vice President

Witnesses:

Evon Hagin  
Joy Ferguson

Witnesses:

Cindy Aldridge  
Marilyn Young

BY: HARBERT INTERNATIONAL, INC.

BY W.H. Berman  
Its Vice President

COUNTY OF *FILTON* )

BOOK 353 PAGE 558

*Carolyn K. Alexander*  
Notary Public

**Notary Public, Georgia**

**My Commission Expires:** \_\_\_\_\_

2600  
 450  
 100  
 3150

*James A. Snowden, Jr.*  
JUDGE OF PROBATE

COUNTY OF Shelby )

Given under my hand and official seal, this the 19<sup>th</sup> day of July, 1983.

Cynthia A. Aldridge  
Notary Public

MY COMMISSION EXPIRES FEBRUARY 3, 1966