

1462

THIS INSTRUMENT PREPARED BY:

Cynthia A. Aldridge
THE HARBERT-EQUITABLE JOINT VENTURE
Post Office Box 1297
Birmingham, Alabama 35201

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of TWENTY FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$25,500.00) in hand paid by HDH CONSTRUCTION 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 7, according to the survey of Riverchase Country Club First Addition, Phase III Residential Subdivision, as recorded in Map Book 8, Page 179, in the Office of the Judge of Probate of Shelby County, Alabama.

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1984.
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. Requirements of the Shelby County Health Department for permits, construction, and approval of septic tanks.
6. 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, Alabama, 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."

\$25,500.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

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BOOK 006 PAGE 634

- b) Section 12.21 shall be deleted in its entirety and shall not be applicable to subject property.
7. 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.
8. Said property conveyed by this instrument shall be limited to the development of a single-family residential home with a minimum of 2,000 square feet of finished floor space, unless otherwise authorized pursuant to Riverchase Residential Covenants, as described in paragraph 6 above.

BOOK 006 PAGE 635
GRANTEE agrees to install and connect a sanitary sewer service line from the house to be constructed on the lot conveyed to GRANTEE herein to the capped sewer line which is already in place in the subdivision. GRANTEE recognizes that said sanitary sewer service line will be in addition to the septic tank system if the capped sewers are not in operation before the occupancy of the house to be constructed on the property. GRANTEE, at its sole expense, shall obtain all permits necessary for the installation of said sanitary sewer service line.

GRANTEE, his heirs and assigns, agree and covenant to terminate the use of any septic tank and field lines now or hereafter located on or serving said Lot 7, Riverchase Country Club 1st Addition, Phase III Residential Subdivision, at such time, if any, as an operating Sewage Treatment System may be made available to said Lot, and covenant to connect, at the direction of the authority of such Sewage Treatment System and at GRANTEE'S sole expense, to such Sewage Treatment System at such time as it is available.

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 8th day of October, 1984.

Witness:

Jenni L. Medley

Witness:

Marilyn Young

THE HARBERT-EQUITABLE JOINT VENTURE

BY: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

BY: Donald L. Peterson *JP*
Its Assistant Vice President

BY: HARBERT INTERNATIONAL, INC.

BY: W. H. Forman
Its Vice President

BOOK 006 PAGE 636

STATE OF Georgia
COUNTY OF Sulton

I, Pamela Brown Reese, a Notary Public in and for said County, in said State, hereby certify that Donald L. Dutton, 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 28th day of August, 1984.

Pamela Brown Reese
Notary Public

My commission expires:
Notary Public, Georgia, State at Large
My Commission Expires Aug. 10, 1985

BOOK 006 PAGE 637

STATE OF ALABAMA)
COUNTY OF Shelby)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
006-638
1984 OCT 29 AM 9:57 Rec. 10.00
1.00
JUDGE OF PROBATE

I, Mailyn H. Young, a Notary Public in and for said County, in said State, hereby certify that W. H. 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 5th day of October, 1984.

Mailyn H. Young
Notary Public

My commission expires:
My Commission Expires November 30, 1986