

THIS INSTRUMENT PREPARED BY:

Courtney H. Mason, Jr.  
P. O. Box 360187  
Birmingham, AL 35236-0187

STATE OF ALABAMA )  
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of SIXTY FOUR THOUSAND FOUR HUNDRED TEN DOLLARS AND NO/100 DOLLARS (\$64,410.00) in hand paid by HDH CONSTRUCTION COMPANY, INC. (hereinafter referred to as "GRANTEE"), to the undersigned, TIMBERLINE HOMES, INC., (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:

Lots 2320 and 2327, according to the survey of Riverchase Country Club Twenty-third Addition Residential Subdivision, as recorded in Map Book 10, Page 11, 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, 1986.
2. Mineral and mining rights not owned by GRANTOR.
3. Any applicable zoning ordinances.
4. Easements, rights of way, reservations, agreements, restrictions and set-back 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, 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 the date of beginning construction."

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

\$64,410.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

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C. H. Mason, Jr.

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 2,000 square feet of finished floor space for a single story home and an minimum of 2,300 square feet for a multi-story home and a maximum of 2,800 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 1st day of August, 1986.

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Witness

Scandalini Holmes

BY: TIMBERLINE HOMES INC.

BY: Carlie V. Mitchell  
Carlie V. Mitchell, President

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Carlie V. Mitchell, whose name as President of Timberline Homes, Inc., a corporation, 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.

Given under my hand and seal this the 1st day of August, 1986.

Jada Rene Meyer  
NOTARY PUBLIC



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

1986 AUG 14 AM 10:42

Thomas W. Chandler, Jr.  
JUDGE OF PROBATE

1. Deed Tax	\$	<u>    </u>
2. Mtg. Tax		<u>    </u>
3. Recording Fee		<u>500</u>
4. Indexing Fee		<u>100</u>
TOTAL		<u>600</u>