

1493

STATE OF ALABAMA)

SHELBY COUNTY)

FIFTH AMENDMENT TO RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, USX Corporation (formerly known as the United States Steel Corporation), did declare and adopt certain covenants and restrictions for the property known as and included in the survey of Cahaba River Park, a subdivision in the W 1/2 of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama (hereinafter the "Property"), a map of which is recorded in Map Book 8, Page 31 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter the "Survey"), by the adoption of that certain Declaration of Covenants and Restrictions for Cahaba River Park which was recorded in said office in Misc. Book 9, Page 513 and which was subsequently amended by (i) that certain Amendment to Restrictive Covenants recorded in said office in Misc. Book 42, Page 428, (ii) the Second Amendment to Restrictive Covenants recorded in said office in Book 52, Page 969, (iii) as to part of the property contained in said subdivision, those certain Restrictive Covenants recorded in said office in Book 52, Page 340, (iv) as to part of the property contained in said subdivision, the Third Amendment to Restrictive Covenants recorded in said office in Book 238, Page 916, and (v) that certain Easement and Fourth Amendment to Restrictive Covenants (the "Fourth Amendment") recorded in said office in Book 271, Page 363 (as so amended, "the Covenants and Restrictions");

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Land Title

WHEREAS, the undersigned, Vulcan Materials Company, a New Jersey corporation ("Vulcan"), Leon D. Hadley, an individual residing in or near Montgomery, Alabama ("Hadley"), Riverview Partners, Ltd., an Alabama limited partnership ("Riverview"), and The Water Works and Sewer Board of the City of Birmingham are the owners of all of the Property (hereinafter the "Owners"); and

WHEREAS the part of the Property now owned by Vulcan is designated and hereinafter referred to as "Lot 1" and the part of the Property now owned by Hadley is designated and hereinafter referred to as "Lot 2-A"; and

WHEREAS Vulcan and Hadley have entered into, or propose to enter into, an agreement pursuant to which, among other things, Vulcan will acquire certain real property measuring approximately 1.017 acres in area which is contiguous with Lot 1 and is more particularly described on Exhibit A attached hereto (the "New Vulcan Parcel") and Hadley will acquire from Vulcan certain real property measuring approximately .026 acres which is contiguous with Lot 2-A and is more particularly described on Exhibit B attached hereto (the "New Hadley Parcel");

NOW, THEREFORE, the undersigned do hereby amend the Covenants and Restrictions to provide as follows:

1. For purposes of compliance with Paragraphs 2 through 4 of the Covenants and Restrictions:

(a) From and after the conveyance of the New Vulcan Parcel to the owner of Lot 1, the New Vulcan Parcel shall be

deemed a part of Lot 1 rather than a separate lot independently subject to the requirements of said Paragraphs; and

(b) From and after the conveyance of the New Hadley Parcel to Hadley, the New Hadley Parcel shall be deemed part of Lot 2-A, rather than a separate lot independently subject to the requirements of said Paragraphs.

2. From and after the conveyance of the New Vulcan Parcel to the owner of Lot 1, the New Vulcan Parcel shall be deemed to be part of Lot 1, not part of Lot 2-A, for purposes of (a) the obligations imposed, under certain circumstances, on the owner of Lot 2-A under the Fourth Amendment to "install a sufficient drainage system, including stubbing of drainage pipe(s) to the property line separating Lot 1 and Lot 2-A, to provide for the disposal of all drainage and surface water runoff from Lot 1" and (b) the covenants and obligations imposed upon Lot 2-A or the owner thereof under Paragraphs 11(b) through 11(d) of the Covenants and Restrictions.

3. The undersigned hereby consent to the above-described conveyances of the New Vulcan Parcel and the New Hadley Parcel and further consent to the resubdivision of the subject property so that Lot 1 includes the New Vulcan Parcel and Lot 2-A includes the New Hadley Parcel.

Except as expressly amended heretofore or hereby, the Covenants and Restrictions shall remain in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed for and in their name as of this 17th day of December, 1989.

VULCAN MATERIALS COMPANY

ATTEST:

By
Its

M. F. Newson, Jr.
Secretary

By
Its

William J. Haymon
Executive Vice President

Leon D. Hadley
LEON D. HADLEY

RIVERVIEW PARTNERS, LTD., an
Alabama limited partnership,
By RIVERVIEW, an Alabama general
partnership, its general partner

By MONCUS INVESTMENTS, an
Alabama general partnership,
one of its two general
partners

By

Charles W. Turner
One of Its General Partners

By HADLEY CHURCH & COMPANY,
INC., one of its two general
partners

By

Hadley Church
Its President

THE WATER WORKS AND SEWER
BOARD OF THE CITY OF
BIRMINGHAM

ATTEST:

By [Signature]
Its Notary Public

By [Signature]
Its Chairman

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William J. Grayson whose name as Executive Vice President of Vulcan Materials Company, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 official seal this 12th day of December, 1989.

[Signature]
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 2-18-91

STATE OF ALABAMA)

Montgomery COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Leon D. Hadley, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily.

Given under my hand and official seal this 22 day of November, 1989.

[Signature]
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 11/22/90

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Claude McCain Moncus, whose name as a general partner of Moncus Investments, an Alabama general partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such general partner and with full authority, executed the same voluntarily for and as the act of said general partnership, acting in its capacity as one of the general partners of Riverview, an Alabama general partnership, and that Riverview, in turn, executed such instrument in its capacity as the general partner of Riverview Partners, Ltd., an Alabama limited partnership.

Given under my hand and official seal this 12th day of December, 1989.

Londa L. Limbaugh
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 8-4-92

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Greg A. Church, whose name as President of Hadley Church & Company, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as one of the general partners of Riverview, an Alabama general partnership, and that Riverview, in turn, executed such instrument in its capacity as the general partner of Riverview Partners, Ltd., an Alabama limited partnership.

Given under my hand and official seal this 18th day of December, 1989.

Londa L. Limbaugh
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 8-4-92

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Devon J. Hays whose name as Chairman of The Water Works and Sewer Board of the City of Birmingham, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 official seal this 5th day of December, 1989.

Linda J. Turpe
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 4-29-90

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1. Deed Tax	\$	
2. Notary Fee	\$	17.50
3. Recording Fee	\$	3.00
4. Notary Seal	\$	
5. Notary Stamp Fee	\$	1.00
6. Certificate Stamp Fee	\$	
Total	\$	21.50

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

89 DEC 21 PM 3:25

Thomas A. Snowling, Jr.
JUDGE OF PROBATE