

1032

TERMINATION OF RESTRICTIVE
COVENANT IN DEED

STATE OF ALABAMA)

SHELBY COUNTY)

This termination of restrictive covenant in deed is executed this 30 day of March, 1990, by Martha Cobb Daniel, R. Hugh Daniel, Jr. and Charles W. Daniel (hereinafter "the Daniels") and Harry B. Brock, Jr. and Jane H. Brock (the "Brocks").

PREAMBLE

WHEREAS, on the 14th day of February, 1979 and on the 12th day of June, 1980, R. Hugh Daniel, Sr. and Martha Cobb Daniel did execute and deliver certain statutory warranty deeds (the "Deeds") to Harry B. Brock, Jr. and Jane H. Brock relating to certain real property described therein (the "Property"), such deeds being recorded at Book 317, beginning at page 783 and Book 327, beginning at page 304, respectively, in the Probate Office of Shelby County, Alabama; and

WHEREAS, said deeds contained a restrictive covenant (hereinafter referred to as the "Restrictive Covenant") which provided as follows:

"During the period of thirty years commencing on the date of this deed, the Property shall be used only for residential purposes and shall not be subdivided into lots or parcels of a size less than 1.7 acres per lot or parcel; provided, however, that this restriction may be modified or terminated as to all or a part of the Property by an instrument in writing executed by R. Hugh Daniel, Sr., and after his death by Martha

Balch, Bingham
P.O. Box 306

BOOK 287 PAGE 274

Cobb Daniel, R. Hugh Daniel, Jr. and Charles W. Daniel (or the survivor of them) and the owner or owners of the portion of the Property with respect to which the restrictions are to be modified or terminated. This restriction applies only to the Property and shall have no effect upon any other property owned by the GRANTORS.";and

WHEREAS, the Property conveyed by the deeds has since been subjected to certain Amended and Restated Restrictive Covenants by an instrument dated the 3rd day of November, 1989, and recorded at Book 265, beginning at page 96 in the Probate Office of Shelby County, Alabama; and

WHEREAS, the Daniels and the Brocks wish to relieve the Property from the operation of the Restrictive Covenant and thereby cause the Property to be subject only to the aforesaid Amended and Restated Restrictive Covenants as the same may be amended, modified or terminated, as provided therein; and

WHEREAS, R. Hugh Daniel, Sr. is now deceased and the Restrictive Covenant provides that it may be terminated by a written instrument signed by Martha Cobb Daniel, R. Hugh Daniel, Jr. and Charles W. Daniel (or the survivor of them), all of whom are now living and the Brocks;

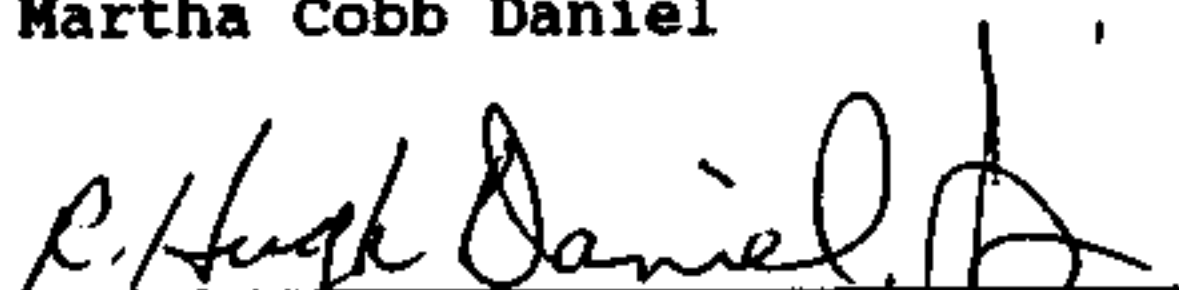
NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Daniels and the Brocks do hereby declare that the Restrictive Covenant is null, void and of no further effect as to the Property.

Notwithstanding anything contained herein to the contrary, neither Charles W. Daniel, Martha Cobb Daniel and/or R. Hugh Daniel, Jr., make any representations or warranties, nor is anything contained herein intended to be construed as a representation or warranty for or on behalf of Charles W. Daniel, Martha Cobb Daniel and/or R. Hugh Daniel, Jr. That the Termination of the Restrictive Covenant herein set forth is effective, it being the intent of Charles W. Daniel, Martha Cobb Daniel and/or R. Hugh Daniel, Jr., that the Termination of the Restrictive Covenant is effective only to the extent it is permitted by the Deeds, Amended and Restated Restrictive Covenants referred to hereinabove and applicable law.

BOOK 287 PAGE 276
This Termination Agreement shall be binding and inure to the benefit of the Brocks, Charles W. Daniel, Martha Cobb Daniel and/or R. Hugh Daniel, Jr., their heirs, assigns, personal representatives and successors in interest to the Property.

WHEREFORE, the parties hereto have executed this instrument as of the day and year first above written.


Martha Cobb Daniel


R. Hugh Daniel, Jr.


Charles W. Daniel

Harry B. Brock, Jr.
Harry B. Brock, Jr.

Jane H. Brock
Jane H. Brock

STATE OF ALABAMA)

SHELBY COUNTY)

I, Dorothy B. Watkins, a Notary Public in and for said County in said State, hereby certify that Martha Cobb Daniel, 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 the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand this 21st day of February, 1990.

Dorothy B. Watkins
Notary Public
My commission expires: 1-15-92

[NOTARIAL SEAL]

STATE OF ALABAMA)

SHELBY COUNTY)

I, Carl L. Stator, a Notary Public in and for said County in said State, hereby certify that R. Hugh Daniel, Jr., 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 30 day of March, 1990.

State of Georgia
Fulton Co.

Carl L. Stator
Notary Public
My commission expires: _____

[NOTARIAL SEAL]

Notary Public, Fulton County, Georgia
My Commission Expires Jan. 24, 1994

STATE OF ALABAMA)

SHELBY COUNTY)

I, Dorothy B. Watkins, a Notary Public in and for said County in said State, hereby certify that Charles W. Daniel 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 21st day of February, 1990.

Dorothy B. Watkins
Notary Public
My commission expires: 1-15-92

[NOTARIAL SEAL]

STATE OF ALABAMA)

SHELBY COUNTY)

I, James H. Dyer, a Notary Public in and for said County in said State, hereby certify that Harry B. Brock, Jr., 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 19th day of February, 1990.

James H. Dyer
Notary Public
My commission expires: _____

MY COMMISSION EXPIRES FEBRUARY 19, 1993

[NOTARIAL SEAL]

BOOK 287 PAGE 278

STATE OF ALABAMA)

SHELBY COUNTY)

I, Jesse H. Dyer, a Notary Public in and for said County in said State, hereby certify that Jane H. Brock, 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 the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand this 19th day of February, 1990.

Jesse H. Dyer
Notary Public
My commission expires: _____

MY COMMISSION EXPIRES FEBRUARY 19, 1998

[NOTARIAL SEAL]

BOOK 287 PAGE 279

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

90 APR 16 AM 10:15

Thomas A. Swain
JUDGE OF PROBATE

1. Deed Tax	\$	_____
2. Mtg. Tax	\$	_____
3. Recording Fee	\$	<u>15.00</u>
4. Indexing Fee	\$	<u>3.00</u>
5. No Tax Fee	\$	_____
6. Certified Fee	\$	<u>1.00</u>
Total	\$	<u>19.00</u>