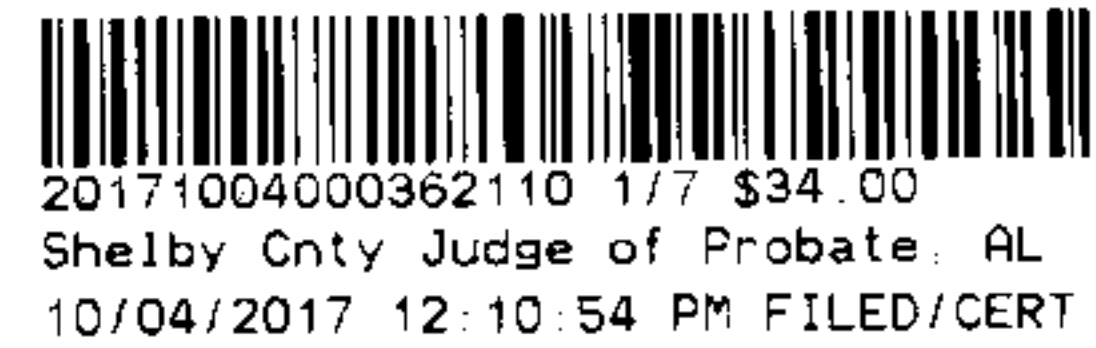


STATE OF ALABAMA)
 :
COUNTY OF SHELBY)



QUITCLAIM DEED

THIS QUITCLAIM DEED (this "Deed") is made and entered into as of the 4TH day of OCTOBER, 2017 by **RIVERWOODS PROPERTIES, LLC**, an Alabama limited liability company ("Grantor"), in favor of **RIVERWOODS ASSOCIATION, INC.**, an Alabama nonprofit corporation ("Grantee").

RECITALS:

Grantor is the "Developer", as defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated February 12, 2002, and recorded as Instrument No. 20070917000435160 in the Office of the Judge of Probate of Shelby County, Alabama, as amended from time to time (collectively, as so amended, the "Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

Grantee is the "Association", as defined in the Declaration.

Pursuant to Section 3.04(b) of the Declaration, Grantor desires to transfer to the Association the hereinafter described real property as part of the Common Areas under the Declaration, subject to the limitations and restrictions hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby REMISE, RELEASE, QUITCLAIM AND TRANSFER to Grantee all of Grantor's right, title and interest, if any, in and to that certain real property (collectively, the "Real Property") situated in Shelby County, Alabama which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD to Grantee, its successors and assigns, forever, subject to the following terms and conditions:

1. Notwithstanding anything provided in this Deed to the contrary, the rights and interests, if any, in and to the Real Property conveyed by Grantor to Grantee herein are conveyed subject to the following terms, covenants and restrictions:

(a) All of the Real Property constitutes Common Areas, as currently defined in the Declaration, and, regardless of whether the current definition of Common Areas is subsequently amended or modified, the Real Property may not be used or developed for any other purpose or use other than as Common Areas, as such term is presently defined in the Declaration.

(b) No portion of the Real Property may be used for vehicular travel, transportation or vehicular access and no motorized vehicles or equipment shall be operated on the Real Property.

(c) Except for (i) the existing public water and electrical lines currently situated on the Real Property (the "Existing Utilities") and (ii) any storm water drainage facilities which may be constructed on the Real Property after the date hereof ("Future Storm Water Drainage Facilities"), no other lines, pipes, wiring, conduit, apparatus, equipment, machinery or other apparatus for any utilities, including, without limitation, publicly or privately owned or operated electrical, natural gas, telephone, television, cable television or other communication services, water, sanitary sewer or other utility services, shall be constructed, installed, operated or maintained on any portion of the Real Property.

(d) Except as provided in Paragraph 1(c) above and in this Paragraph 1(d), no Improvements, as defined in the Declaration, of any nature shall be constructed, erected, installed, placed or maintained on any portion of the Real Property; provided, however, that the following Improvements shall be allowed within the Real Property (collectively, the "Approved Improvements"):

(i) The Existing Utilities and Future Storm Water Drainage Facilities are allowed;

(ii) Pedestrian walking and jogging paths, trails, and walkways may be constructed within the Real Property so long as the same are not used for any vehicular uses; and

(iii) A canoe and kayak boat launch with a pier or dock may be constructed on the Real Property.

(e) Grantor shall have no obligation to operate or maintain the Real Property or any of the Approved Improvements or any other Improvements constructed on the Real Property.

2. This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the Real Property herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply now or hereafter located upon the Real Property, or to any owners or occupants or other persons in or upon the Real Property, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting the Real Property or resulting from past mining and/or gas or oil producing operations of Grantor, or its successors, assigns, licensees, lessees, or contractors, or resulting from past blasting, past dewatering, or the past removal of coal, iron ore, gas, oil, coalbed methane gas and all other minerals or coal seam or other roof supports by Grantor, or its successors, assigns, licensees, lessees, or contractors, whether said mining and/or gas or oil producing operations be in the Real Property or other lands, shall ever accrue to or be asserted by Grantee herein or by Grantee's successors in title, this conveyance being made expressly subject to all such past or future injuries related to such past mining operations and this condition shall

constitute a covenant running with the Real Property as against Grantee and all successors in title.

3. The Real Property is transferred and conveyed to Grantee in its "AS IS", "WHERE IS" CONDITION AND WITH ALL FAULTS", WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, and GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PHYSICAL CONDITION, HABITABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE, MERCHANTABILITY, WORKMANSHIP OR QUALITY OF THE REAL PROPERTY OR AS TO ANY OTHER MATTERS OF ANY NATURE WHATSOEVER.

4. This Deed may not be modified or amended except by a written instrument executed by both Grantor and Grantee.

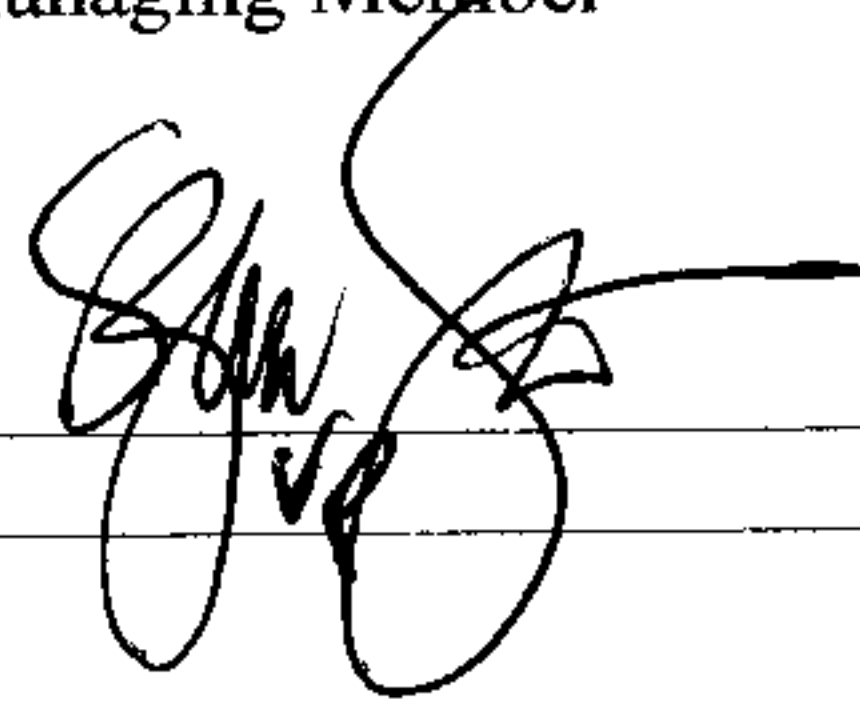
IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the day and year first above written.


GRANTOR:

RIVERWOODS PROPERTIES, LLC, an
Alabama limited liability company

By: P.Z., INC. an Alabama corporation,
Its Managing Member

By: _____
Its: _____





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Shelby Cnty Judge of Probate, AL
10/04/2017 12:10:54 PM FILED/CERT

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Kendall C. Zettler, whose name as _____ of P.Z., Inc., an Alabama corporation, as Managing Member of RIVERWOODS PROPERTIES, LLC, an Alabama limited liability company, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation in its capacity as Managing Member of the aforesaid limited liability company.

Given under my hand and official seal, this the 3 day of OCTOBER, 2017.



Notary Public
My Commission Expires: 8-3-21

[NOTARIAL SEAL]



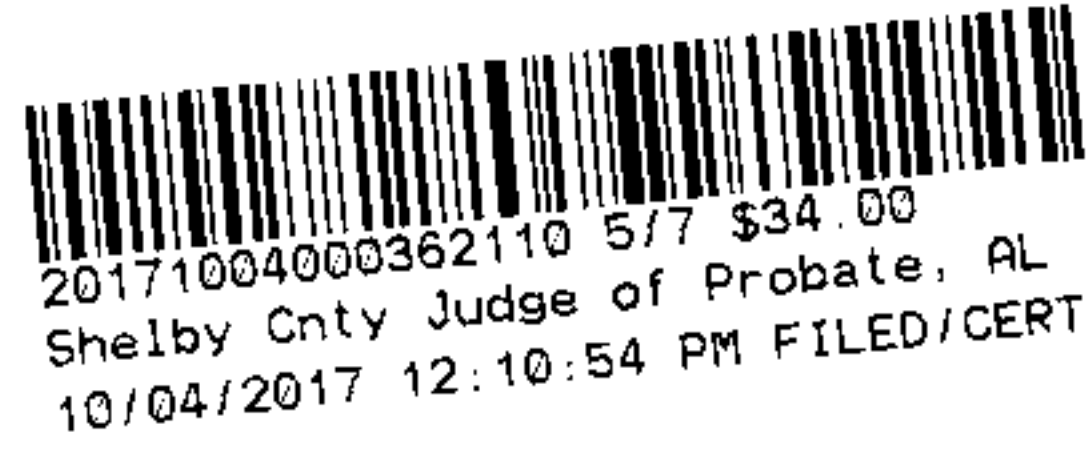
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Shelby Cnty Judge of Probate, AL
10/04/2017 12:10:54 PM FILED/CERT

This instrument prepared by and
upon recording should be returned to:
Stephen R. Monk, Esq.
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203
(205) 521-8429

EXHIBIT A

Legal Description of Real Property

The "Common Area" as designated and shown on the survey of Riverwoods, Eighth Sector-Phase II, Sector "G", as recorded in May Book 46, Page 31 in the Office of the Judge of Probate of Shelby County, Alabama.



OWNER/DEVELOPER: RIVERWOODS PROPERTIES, LLC
125 RIVERWOODS PARKWAY
FELLSBURG, AL 36829

CONTACT: KENDALL ZETTLER - (205) 63-3941

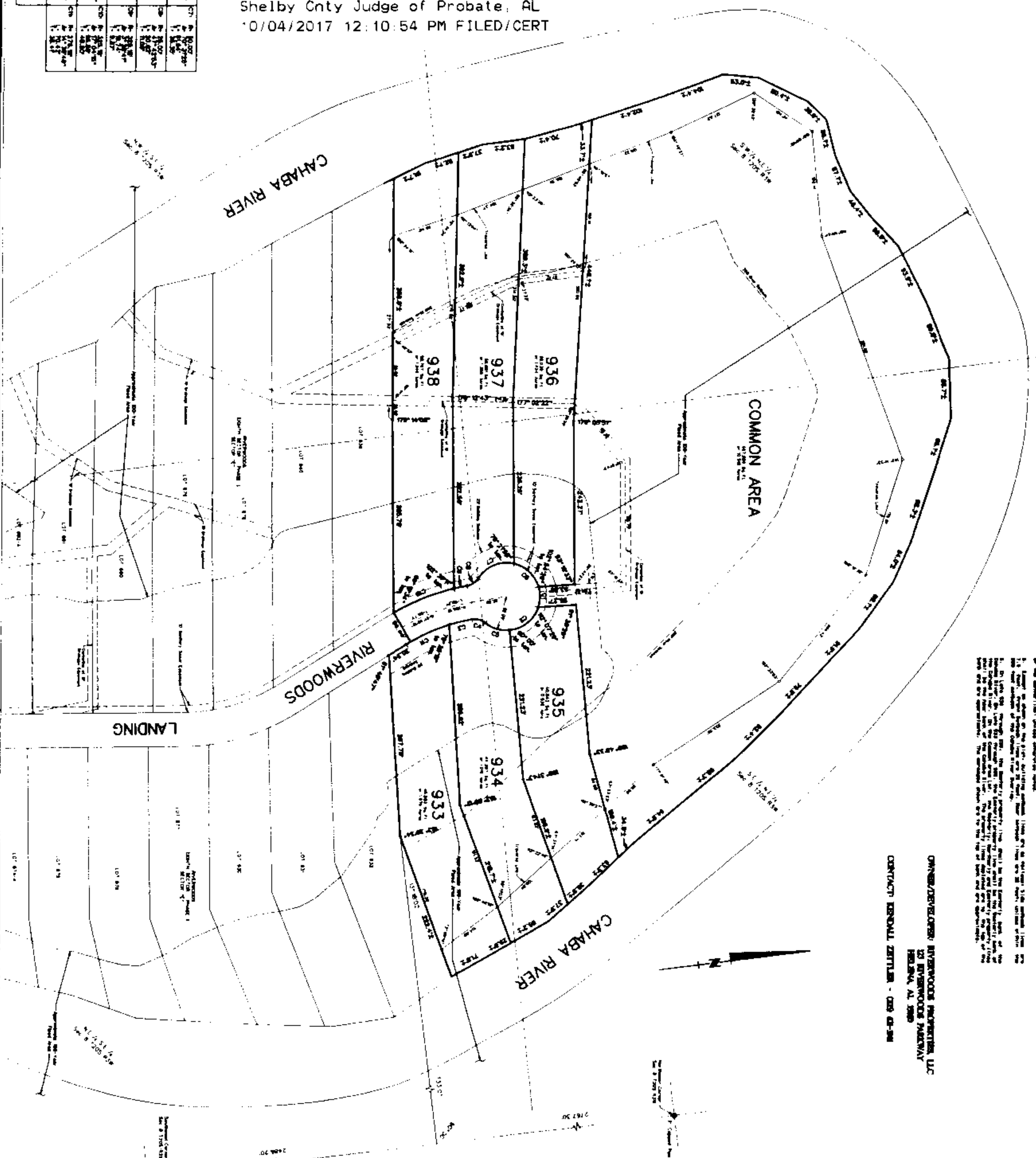
100 ZERO STREET SOUTH
MONTICELLO, ALABAMA 35881
205-575-0001

8CALB: F + 40

SECTOR "G"

[illegible]DATE: 5/16/88[illegible]

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Shelby Cnty Judge of Probate, AL
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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name RIVERWOODS PROPERTIES, LLC Grantee's Name RIVERWOODS ASSC, INC.
 Mailing Address P.O. Box 254 Mailing Address P.O. Box 254
HELENA, AL 35080 HELENA, AL 35080

Property Address NO ADDRESS ASSIGNED Date of Sale 10/4/17
 Total Purchase Price \$ 1000.00
 or
 Actual Value \$ _____
 or
 Assessor's Market Value \$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale ☐ Appraisal
☐ Sales Contract ☒ Other BASIS
☐ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 10/4/17

Print KENDALL ZETTLER

Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one



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 Shelby Cnty Judge of Probate, AL
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Form RT-1