

CORRECTIVE DEED: This deed is to correct and replace that certain deed of Lot 24 of Riverchase Country Club-Phase II Subdivision, dated June 16, 1982 in Map Book Page 340 Pages 451-453 in the Probate Office of Shelby County, Alabama.

THIS DOCUMENT PREPARED BY:

Randolph Lanier  
Balch, Bingham, Baker, Hawthorne,  
Williams and Ward  
Post Office Box 306  
Birmingham, AL 35201

STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of THIRTY-THREE THOUSAND FIVE HUNDRED THIRTY FIVE AND NO/100ths DOLLARS (\$33,535.00) in hand paid by NATTER PROPERTIES, 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 said GRANTEE the following described real estate situated in Shelby County, Alabama:

Lot 24-A according to the Resurvey of Lots 23 and 24 of Riverchase Country Club-Phase II, as recorded in Map Book 8, Page 85 in the Probate Office of Shelby County, Alabama.

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1982.
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, 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:

LAND TITLE COMPANY OF ALABAMA

317 N. 20TH STREET, BIRMINGHAM, ALABAMA 35203

BOOK 343 PAGE 54

"With respect to each Residential Parcel, construction of the residential building is to be completed within one (1) year from date of beginning construction."

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

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 2,500 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 1<sup>st</sup> day of October, 1982.

THE HARBERT-EQUITABLE JOINT VENTURE

BY: THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

BY: Donald L. Patton  
Its Assistant Vice President

Witnesses:

Evan Hagin  
Smiley R. Alexander

BY: HARBERT INTERNATIONAL, INC.

BY: E. W. Delfo  
Its Exec. Vice President

Witnesses:

Roy L. Allen  
William H. Young

STATE OF Alabama

COUNTY OF Shelby

I, Cynthia A. Aldridge, a Notary Public in and for said County, in said State, hereby certify that Loralee R. Watson, whose name as Asst. 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 1st day of October, 1982.

Cynthia A. Aldridge  
Notary Public

My commission expires:  
MY COMMISSION EXPIRES FEBRUARY 3, 1985

NOTARY PUBLIC  
STATE OF ALABAMA  
CYNTHIA A. ALDRIDGE  
1982 OCT 14 AM 8:25

Corrected  
Thomas A. Dumas, Jr.  
JUDGE OF PROBATE

Rec'd H.S.O.  
Jud 1.00  
5.50

STATE OF ALABAMA )

COUNTY OF Shelby

I, Cynthia A. Aldridge, a Notary Public in and for said County, in said State, hereby certify that Edwin M. Harber, whose name as Executive 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 1st day of October, 1982.

Cynthia A. Aldridge  
Notary Public

My commission expires:

NOTARY PUBLIC  
CYNTHIA A. ALDRIDGE