

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

AMENDMENT TO DEED RESTRICTIONS

THIS AMENDMENT TO DEED RESTRICTIONS (this "Amendment") is made and entered into as of the 21st day of March 2002 by THE HARBERT-EQUITABLE JOINT VENTURE, under Joint Venture Agreement dated January 30, 1974, composed of Harbert Properties Corporation, a corporation, and The Equitable Life Assurance Society of the United States, a corporation ("Grantor").

RECITALS:

Grantor has heretofore executed and delivered to Percy W. Brower, Jr. ("Brower") a Statutory Warranty Deed dated August 29, 1985 (the "Deed") and recorded in Real 46, Page 161 in the Office of the Judge of Probate of Shelby County, Alabama conveying to Brower that certain real property (the "Overall Parcel") situated in Shelby County, Alabama which is more particularly described in the Deed.

Lot 53, according to the Survey of Chase Plantation 4th Sector, as recorded in Map Book 9, Page 156A and B in the Office of the Judge of Probate of Shelby County, Alabama ("Lot 53"), was originally part of the Overall Parcel.

Paragraph 5 of the Deed subjected the Overall Parcel (including Lot 53) to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential) recorded in Misc. Book 14, Page 536 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by Amendment No. 1 recorded in Misc. Book 17, Page 550 in said Probate Office (collectively, the "Riverchase Residential Covenants").

The Deed also established the following use restrictions (collectively, the "Use Restrictions") for the Overall Parcel (including Lot 53):

- (a) Paragraph 6 of the Deed restricted the Overall Parcel (including Lot 53) to use for residential townhomes (with a density not to exceed 47 units); and
- (b) Paragraph 7 of the Deed restricted the Overall Parcel (including Lot 53) to the development of residential townhomes with a minimum of 1200 square feet per unit and a maximum of 1700 square feet per unit of finished floor space.

Pursuant to Paragraph 8 of the Deed, Grantor reserved an easement for utility lines and appurtenances (the "Reserved Utility Easements") over and upon those portions of the Overall Parcel shown on the survey of Laurence D. Weygand dated August 26, 1985 and attached to the Deed as Exhibit

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A thereto. The Reserved Utility Easements included a 10 foot easement along the western boundary of Lot 53 and a 25 foot boundary along the northwestern and northern boundaries of Lot 53.

EBSCO Industries, Inc., a Delaware corporation, ("Owner"), as the present owner of Lot 53, has requested, and Grantor, to the extent of its interests, has agreed, to amend the Deed in order to (a) eliminate the applicability of Paragraphs 5, 6 and 7 thereof to Lot 53 so that Lot 53 is no longer subject to the Riverchase Residential Covenants or the Use Restrictions and (b) terminate the Reserved Utility Easements as the same relate to Lot 53.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, to the extent of its interests, does hereby agree that none of the terms and provisions of Paragraphs 5, 6, 7 and 8 of the Deed shall hereafter be applicable to Lot 53 and Grantor, to the extent of its interest, does hereby modify and amend the Deed by adding the following at the end of Paragraphs 5, 6, 7 and 8 of the Deed:

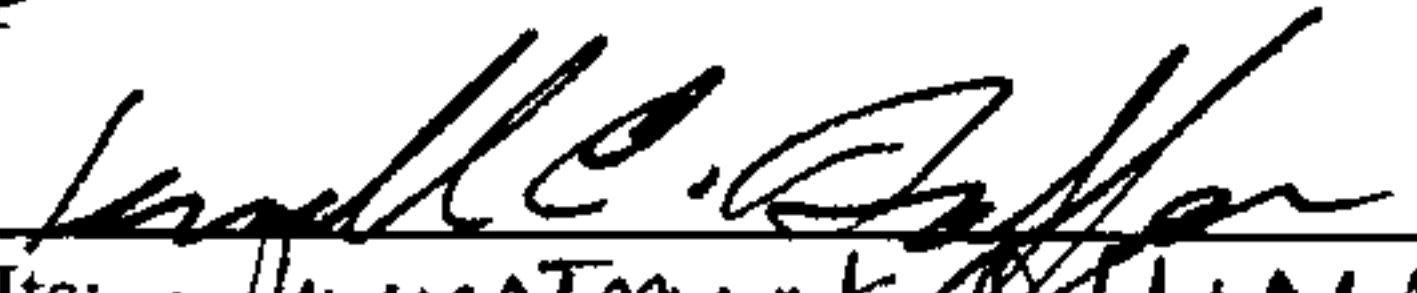
"Notwithstanding anything provided herein to the contrary, the terms and provisions of this paragraph shall not apply to Lot 53, according to the Survey of Chase Plantation 4th Sector, as recorded in Map Book 9, Page 156A and B in the Office of the Judge of Probate of Shelby County, Alabama."

Owner, by execution of this Amendment, does hereby consent to all of the foregoing. As a result of the foregoing, Grantor and Owner, to the extent of their respective interests, do hereby acknowledge, consent and agree that the Riverchase Residential Covenants, the Use Restrictions and the Reserved Utility Easements shall no longer be applicable to or affect any portion of Lot 53. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the current and all future owners of Lot 53 or any portion thereof.

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

THE HARBERT EQUITABLE JOINT VENTURE

By: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

By: 
Its: Investment Officer

By: HARBERT PROPERTIES CORPORATION

By: 
Its: PRESIDENT

STATE OF GEORGIA)

COUNTY OF FULTON

I, JANE H. JOHNSON, a Notary Public in and for said County, in said State, hereby certify that TERRELL E. DAFFER, whose name as INVESTMENT OFFICER 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 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 as General Partner of The Harbert-Equitable Joint Venture.

Given under my hand and official seal, this the 20th day of MARCH, 2002.

Jane H. Johnson
Notary Public

My commission expires: Notary Public, Fulton County, Georgia
My Commission Expires May 11, 2004

STATE OF ALABAMA

COUNTY OF SHELBY

I, Mary T. Cain, a Notary Public in and for said County, in said State, hereby certify that WILLIAM W. BROOKE, whose name as PRESIDENT of Harbert Properties Corporation, a corporation, as General Partner of The Harbert-Equitable Joint Venture, under Joint Venture Agreement dated January 30, 1974, 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 as General Partner of The Harbert-Equitable Joint Venture.

Given under my hand and official seal, this the 19th day of MARCH, 2002.

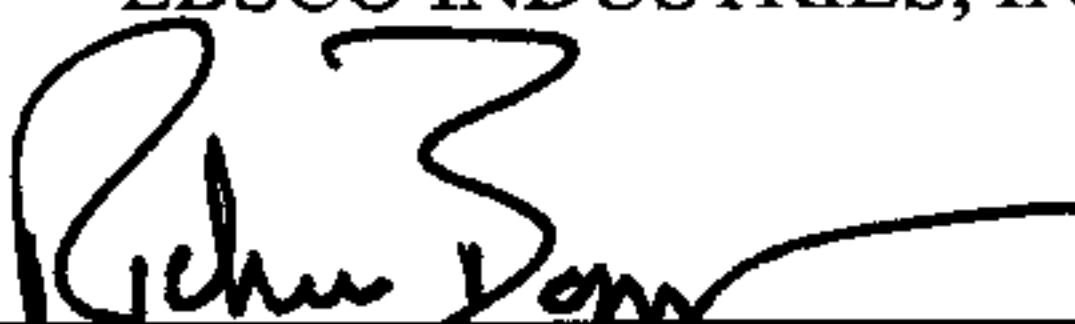
Mary T. Cain
Notary Public
My commission expires: MY COMMISSION EXPIRES DEC. 16, 2003

CONSENT OF OWNER

The undersigned, EBSCO Industries, Inc., a Delaware corporation, as the Owner described in the foregoing Amendment, joins in the execution of this Amendment and does hereby consent to and approve of all of the terms and provisions of the Amendment.

Dated as of the 21st day of March 2002.

EBSCO INDUSTRIES, INC.

By: 
Richard L. Bozzelli
Vice President and CFO

STATE OF ALABAMA)

)

SHELBY COUNTY)

:

I, the undersigned, a notary public in and for said county in said state, hereby certify that Richard L. Bozzelli, whose name as Vice President and CFO of EBSCO Industries, Inc., a Delaware 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 the 21st day of March, 2002.


Notary Public

[NOTARIAL SEAL]

My commission expires: 5/16/2002

This instrument prepared by and
upon recording should be returned to:

Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203
(205) 521-8429

Inst # 2002-13470

03/21/2002-13470

04:15 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 MSB 23.00