
MT LAUREL

A Traditional Neighborhood Development

FIRST AMENDMENT TO MASTER DEED RESTRICTIONS AND DECLARATION OF CHARTER, EASEMENTS, COVENANTS AND RESTRICTIONS

Inst # 2000-36270

10/19/2000-36270
08:14 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 20.00

THIS FIRST AMENDMENT (this "Amendment") is made and entered into as of the ___ day of September, 2000 by EBSCO DEVELOPMENT COMPANY, INC., an Alabama corporation (the "Founder"), and CAHABA VALLEY FIRE AND EMERGENCY MEDICAL RESCUE DISTRICT, (the "Fire District").

RECITALS:

The Founder has heretofore submitted certain real property owned by Founder to the terms and provisions of the Mt Laurel Master Deed Restrictions dated as of September 1, 2000 (the "Master Deed Restrictions") and recorded as Instrument #2000-_____ in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office") and (b) the Mt Laurel Declaration of Charters, Easements, Covenants and Restrictions dated as of September 1, 2000 (the "Declaration") which has been recorded as Instrument #2000-_____ in the Probate Office. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

The Fire District is the owner of that certain real property (the "Additional Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference. Pursuant to Section 5.02 of the Master Deed Restrictions and Section 2.03 of the Declaration, the Founder and the Fire District desire to submit the Additional Property to all of the terms and provisions of the Master Deed Restrictions and the Declaration.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Founder and the Fire District hereby agree as follows:

1. Additional Property. Pursuant to the terms and provisions of Section 5.02 of the Master Deed Restrictions and Section 2.03 of the Declaration, the Founder and the Fire District hereby declare that the Additional Property described in Exhibit A attached hereto shall be

held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, charges, liens, Assessments and regulations set forth in the Master Deed Restrictions and the Declaration, all of which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. All references in the Master Deed Restrictions and the Declaration to Mt Laurel shall mean the real property shown on the Initial Plat, as defined in the Declaration, the Additional Property described in **Exhibit A** hereto and all other Additional Property which may be submitted to the terms and provisions of the Master Deed Restrictions and the Declaration.


2. **Acknowledgment of Special Use Parcel.** Pursuant to the terms and provisions of Section 6.02(h) of the Declaration, the Founder does hereby designate and declare that the Additional Property shall and does constitute a Special Use Parcel which shall be exempt from the payment of General Assessments and Special Assessments under the Declaration but is subject to Individual Parcel Assessments. The Additional Property does not have any voting rights in the Association.

3. **Full Force and Effect.** Except as expressly modified and amended herein, all of the terms and provisions of the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, Founder and the Fire District have executed this Amendment as of the day and year first above written.

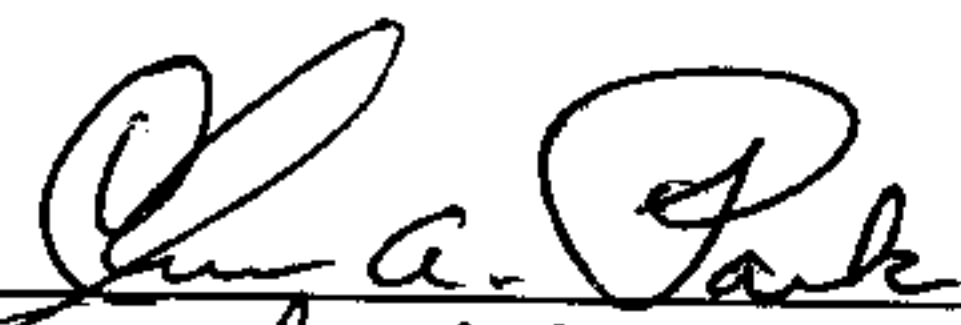
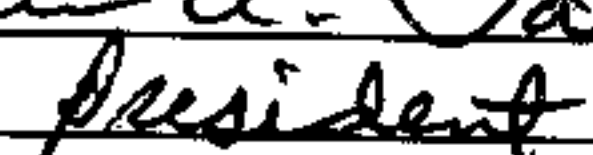
FOUNDER:

EBSCO DEVELOPMENT COMPANY, INC., an Alabama corporation

By: 
Its: 

FIRE DISTRICT:

**CAHABA VALLEY FIRE AND EMERGENCY MEDICAL
RESCUE DISTRICT**

By: 
Its: 

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Elton B Stephens Jr, whose name VP as of EBSCO DEVELOPMENT COMPANY, INC. an Alabama 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 said instrument, he, as such officer with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 18 day of ~~September~~^{October}, 2000.

Debbie M. Pender
Notary Public
My Commission Expires: MY COMMISSION EXPIRES SEPTEMBER 21, 2002

[NOTARIAL SEAL]

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CLEVE A. PARK, whose name as BOARD PRESIDENT of CAHABA VALLEY FIRE AND EMERGENCY MEDICAL RESCUE DISTRICT, 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 with full authority, executed the same voluntarily for and as the act of said Cahaba Valley Fire And Emergency Medical Rescue District.

Given under my hand and official seal this the 28th day of September, 2000.

Ann Hammit
Notary Public
My Commission Expires: 3/16/2003

[NOTARIAL SEAL]

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

EXHIBIT A

Legal Description of Additional Property

EXHIBIT A

A parcel of land situated in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE corner of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and run in a westerly direction along the north line thereof a distance of 1106.58 feet to a point; thence turn an angle of 89°21'20" to the left in a Southerly direction a distance of 13.30 feet to a point on the Southerly Right-of-Way Line of Proposed Mt. Laurel Avenue, said point being the point of beginning; thence continue on the last stated course a distance of 83.76 feet to a point on the Northerly Right-of-Way line of Proposed Croft Street; thence turn an angle of 89°55'38" to the right in a Westerly direction along said Right-of-Way of Croft Street a distance of 109.00 feet to the Northeastern intersection of the Rights of Way of Proposed Croft Street and Proposed Manning Place; thence turn an angle of 90°04'22" to the right in a Northerly direction along said Right of Way of Manning Place a distance of 85.52 feet to the Southeastern intersection of the Rights of Way of Proposed Manning Place and Proposed Mt. Laurel Avenue; thence turn an angle of 90°55'23" to the right in an Easterly direction along said Right of Way of Mt. Laurel Avenue a distance of 109.01 feet to the point of beginning; being situated in Shelby County, Alabama.

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