
MT LAUREL

A Traditional Neighborhood Development

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

Inst # 2000-38860
11/08/2000-38860
11:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMB 14.00

THIS SECOND AMENDMENT (this "Amendment") is made and entered into as of the 8th day of November, 2000 by EBSCO DEVELOPMENT COMPANY, INC., an Alabama corporation (the "Founder").

RECITALS:

The Founder has heretofore submitted certain real property owned by Founder to the terms and provisions of (a) the Mt Laurel Master Deed Restrictions dated as of September 1, 2000 and recorded as Instrument #2000-35579 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), as amended by First Amendment thereto dated as of September 1, 2000 and recorded as Instrument #2000-36270 and re-recorded as Instrument # 2000- 38859 in the Probate Office (collectively, the "Master Deed Restrictions") and (b) the Mt Laurel Declaration of Charter, Easements, Covenants and Restrictions dated as of September 1, 2000 and recorded as Instrument #2000-35580 in the Probate Office, as amended by First Amendment thereto dated as of September 1, 2000 and recorded as Instrument #2000-36270 and re-recorded as Instrument # 2000- 38859 in the Probate Office (collectively, the "Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

The Founder is the sole owner of all of the real property reflected and shown on the Final Plat for the Private, Mixed Use, Traditional Neighborhood Development Subdivision of Mt Laurel-Phase I, as recorded in Map Book 27, Page 72A and B in the Probate Office (the "Initial Plat"), which real property is subject to all of the terms and provisions of the Master Deed Restrictions and the Declaration.

The Founder desires to amend Section 8.10 of the Declaration in the manner hereinafter provided.

NOW, THEREFORE, pursuant to Section 11.01(a) of the Declaration, the Founder, for itself and as the Owner of all Parcels reflected on the Initial Plat, does hereby amend the Declaration as follows:

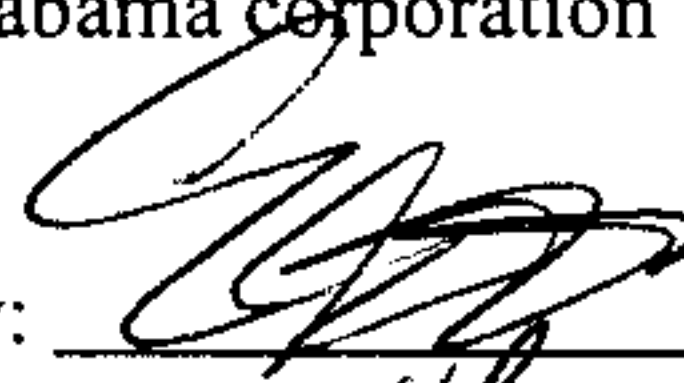

1. **Transfer Fees.** Sections 8.10(a) and 8.10(b) of the Declaration are amended by deleting the dollar amount "\$200.00" set forth in each of said subsections and by substituting in lieu thereof the dollar amount "\$250.00".

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

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

FOUNDER:


EBSCO DEVELOPMENT COMPANY, INC., an Alabama corporation

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 Vice President 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 8th day of November, 2000.


Notary Public
My Commission Expires: 9/8/01

[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

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