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# MT LAUREL

## A Traditional Neighborhood Development

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

THIS FIFTH AMENDMENT (this "Amendment") is made and entered into as of the 28 day of February, 2003 by EBSCO DEVELOPMENT COMPANY, INC., an Alabama corporation (the "Founder"), and those owners (collectively, the "Owners") of the Additional Property, as hereinafter defined, which is being subjected to and encumbered by the Master Deed Restrictions and Declaration, as hereinafter defined, pursuant to the terms and provisions of the Amendment.

#### 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, Second Amendment thereto dated as of November 8, 2000 and recorded as Instrument #2000-38860 in the Probate Office, Third Amendment thereto dated as of January 31, 2001 and recorded as Instrument #2001-03681 in the Probate Office and Fourth Amendment thereto dated February 11, 2003<sup>9</sup> and recorded as Instrument # 20030213000091860 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, Second Amendment thereto dated as of November 8, 2000 and recorded as Instrument #2000-38860 in the Probate Office, Third Amendment thereto dated as of January 31, 2001 and recorded as Instrument #2001-03681 in the Probate Office and Fourth Amendment thereto dated February 11, 2003<sup>9</sup> and recorded as Instrument # 20030213000091860 in the Probate Office (collectively, the "Declaration"). The Master Deed Restrictions and Declaration have been ratified and confirmed by the Founder, EBSCO Industries, Inc. and Town Builders, Inc. pursuant to Ratification and Confirmation Agreement dated as of November 30, 2000 and

recorded as Instrument # 2000-41410 in the Probate Office. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

Pursuant to the provisions of Section 5.02 of the Master Deed Restrictions and Section 2.03 of the Declaration, the Founder desires to submit that certain real property (the "Additional Property") described in Exhibit A attached hereto and incorporated herein by reference to all of the terms and provisions of the Master Deed Restrictions and the Declaration.

The Owners, as the owners of all of the Additional Property, have joined in the execution of this Amendment to consent to and agree that the Additional Property is subject to and encumbered by all of the terms and provisions of the Master Deed Restrictions and the Declaration.

NOW, THEREFORE, pursuant to Section 5.02 of the Master Deed Restrictions and Sections 2.03 of the Declaration, Founder, joined by the Owners, does hereby amend the Declaration 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 Owners hereby declare that the Additional Property described in Exhibit A 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. **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 as Vice President 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 28 day of February, 2003.

Della M. Pender

Notary Public

My Commission Expires: Sept. 21, 2006

[NOTARIAL SEAL]


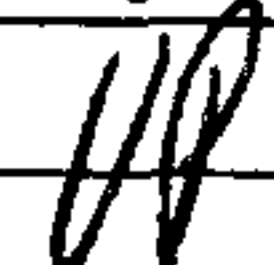


**CONSENT OF OWNERS**

Town Builders, Inc., an Alabama corporation ("TBI"), as the owner of (i) Lots 12-01 and 13-04, according to the Final Plat for the Private, Mixed Use, Traditional Neighborhood Development Subdivision of Mt Laurel-Phase I-B, as recorded in Map Book 28, Page 69 in the Probate Office and (ii) Lots 10-01, 10-07 – 10-12, inclusive, 11-01 – 11-30, inclusive, 13-05 – 13-10, inclusive, 14-01 and 14-02, according to the Final Plat for the Private, Mixed Use, Traditional Neighborhood Development Subdivision of Mt Laurel-Phase II, as recorded in Map Book 30, Page 10 in the Probate Office (collectively, the "Lots"), hereby consents to and approves of all of the terms and provisions of this Amendment which submits and encumbers the Lots to all of the terms and provisions of the Master Deed Restrictions and the Declaration.

Dated as of the 28 day of February, 2003.

**TOWN BUILDERS, INC.,** an Alabama corporation

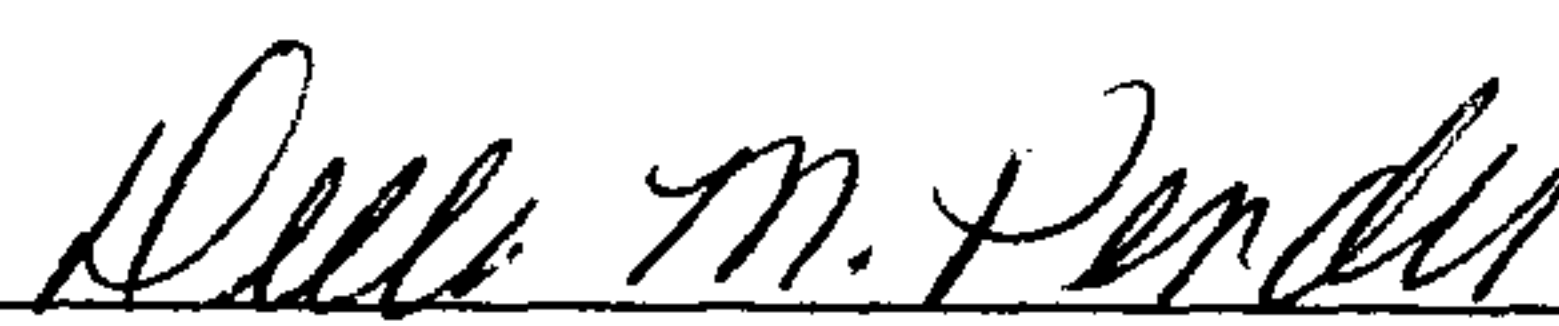
By:   
Its: 

STATE OF ALABAMA                     )  
   :  
COUNTY OF SHELBY                    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Edm B. Stephens Jr, whose name as Vice President of Town Builders, 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 and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 28 day of February, 2003.

[NOTARIAL SEAL]

  
Notary Public  
My commission expires: Sept. 21, 2006

**CONSENT OF OWNERS**

The undersigned, EBSCO DEVELOPMENT COMPANY, INC., an Alabama corporation, as the owner of Lots 10-02 – 10-06, inclusive, according to the Final Plat for the Private, Mixed Use, Traditional Neighborhood Development Subdivision of Mt Laurel-Phase II, as recorded in Map Book 30, Page 10 in the Probate Office (the "Lots"), hereby consent to and approves of all of the terms and provisions of this Amendment which submits and encumbers the Lots to all of the terms and provisions of the Master Deed Restrictions and the Declaration.

Dated as of the 28 day of February, 2003.

**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 as Vice President 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 28 day of February, 2003.

\_\_\_\_\_ *Della M. Pender*

Notary Public

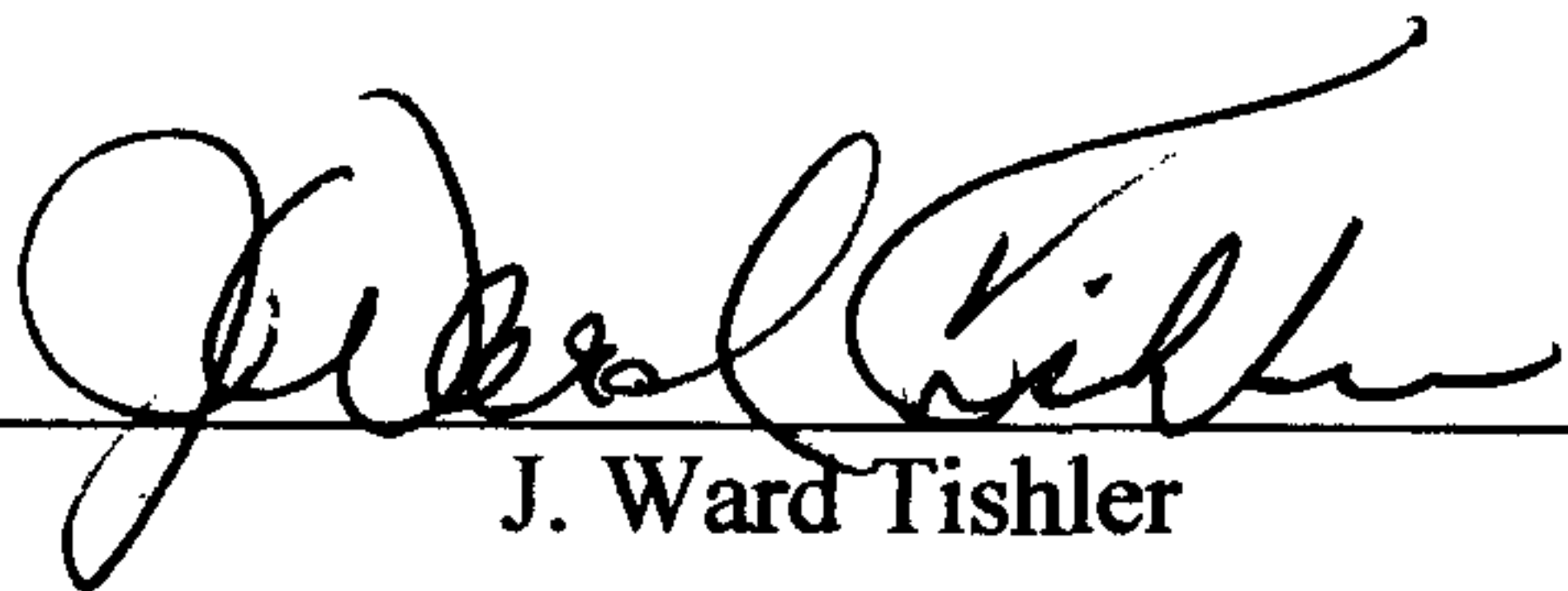
My Commission Expires: Sept. 21, 2006

[NOTARIAL SEAL]

**CONSENT OF OWNERS**

The undersigned, J. WARD TISHLER and wife, ANNE TISHLER, as the owners of Lot 12-03, according to the Final Plat for the Private, Mixed Use, Traditional Neighborhood Development Subdivision of Mt Laurel-Phase I-B, as recorded in Map Book 28, Page 69 in the Probate Office (the "Lot"), hereby consent to and approve of all of the terms and provisions of this Amendment which submits and encumbers the Lot to all of the terms and provisions of the Master Deed Restrictions and the Declaration.

Dated as of the 28 day of February, 2003.

  
\_\_\_\_\_  
J. Ward Tishler


  
\_\_\_\_\_  
Anne Tishler

STATE OF ALABAMA                     )  
  :  
COUNTY OF SHELBY                 )

I, the undersigned, a notary public in and for said county in said state, hereby certify that J. WARD TISHLER and wife, ANNE TISHLER, whose name are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28 day of February, 2003.


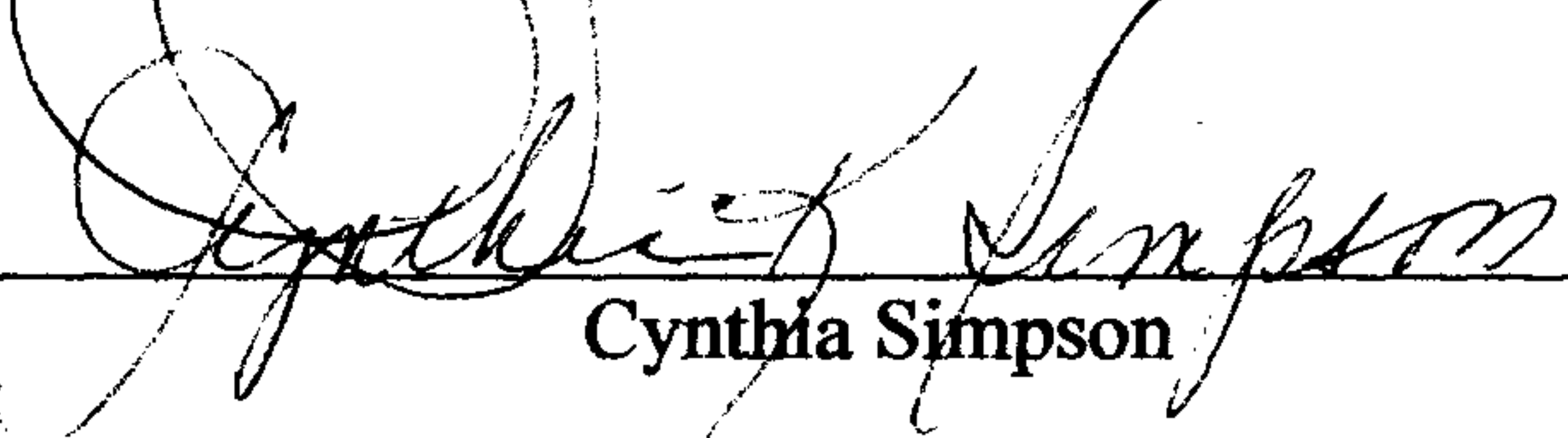
[NOTARIAL SEAL]

  
\_\_\_\_\_  
Notary Public  
My commission expires: Sept. 21, 2006

**CONSENT OF OWNERS**

The undersigned, J. MICHAEL SIMPSON and wife, CYNTHIA SIMPSON, as the owners of Lot 10-10, according to the Final Plat for the Private, Mixed Use, Traditional Neighborhood Development Subdivision of Mt Laurel-Phase II, as recorded in Map Book 30, Page 10 in the Probate Office (the "Lot"), hereby consent to and approve of all of the terms and provisions of this Amendment which submits and encumbers the Lot to all of the terms and provisions of the Master Deed Restrictions and the Declaration.

Dated as of the 28 day of February, 2003.


  
\_\_\_\_\_  
J. Michael Simpson  
  
\_\_\_\_\_  
Cynthia Simpson

STATE OF ALABAMA                    )  
  :  
COUNTY OF SHELBY                )

I, the undersigned, a notary public in and for said county in said state, hereby certify that J. MICHAEL SIMPSON and wife, CYNTHIA SIMPSON, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28 day of February, 2003.

[NOTARIAL SEAL]

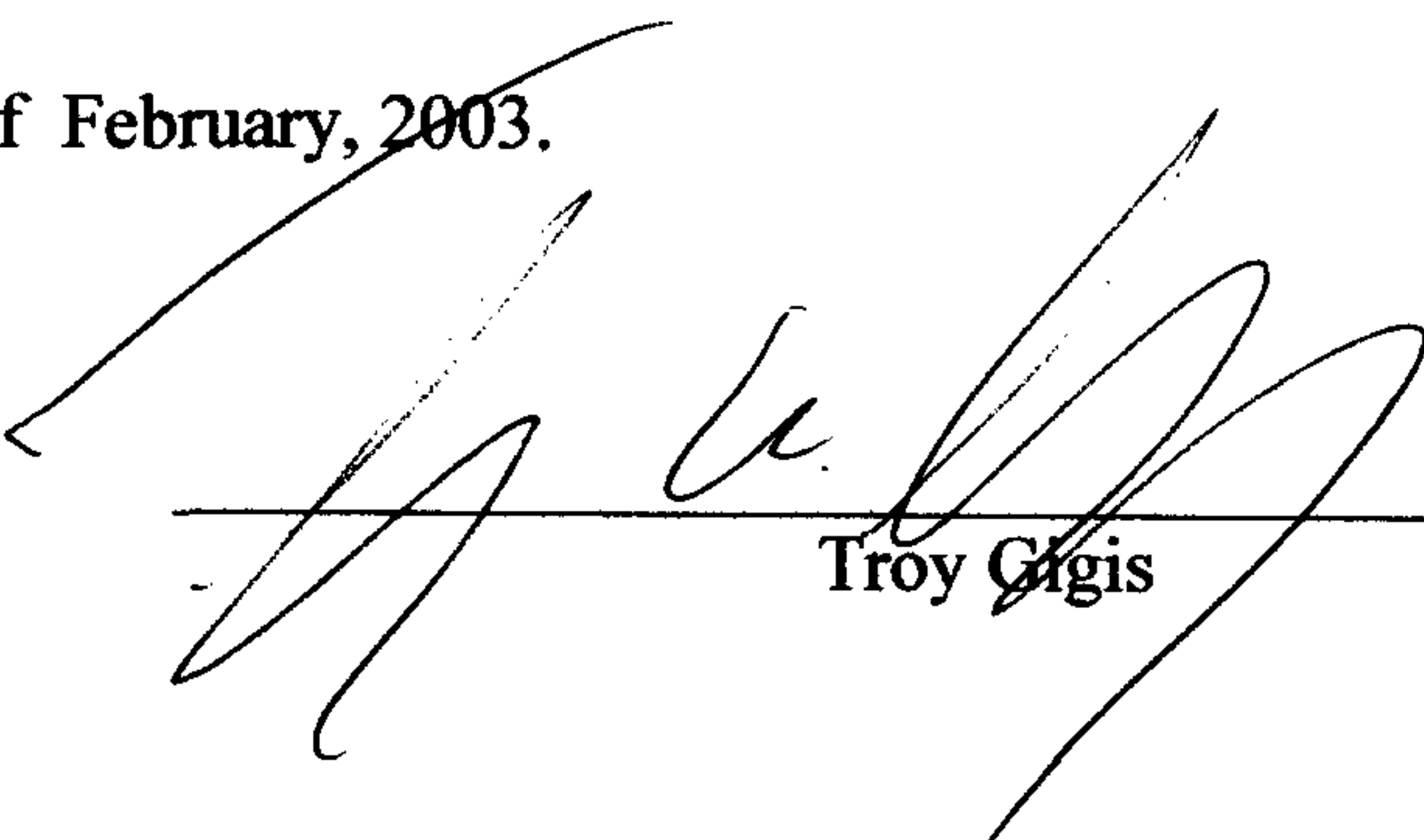
  
\_\_\_\_\_  
Notary Public  
My commission expires: Sept. 21, 2006



**CONSENT OF OWNERS**

The undersigned, TROY GIGIS, as the owner of Lot 11-16, according to the Final Plat for the Private, Mixed Use, Traditional Neighborhood Development Subdivision of Mt Laurel-Phase II, as recorded in Map Book 30, Page 10 in the Probate Office (the "Lot"), hereby consents to and approves of all of the terms and provisions of this Amendment which submits and encumbers the Lot to all of the terms and provisions of the Master Deed Restrictions and the Declaration.

Dated as of the 28 day of February, 2003.


  
\_\_\_\_\_  
Troy Gigis

STATE OF ALABAMA            )  
  :  
COUNTY OF SHELBY         )

I, the undersigned, a notary public in and for said county in said state, hereby certify that TROY GIGIS, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28 day of February, 2003.

[NOTARIAL SEAL]

  
\_\_\_\_\_  
Notary Public  
My commission expires: Sept. 21, 2006

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


Stephen R. Monk, Esq.  
Bradley Arant Rose & White LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, Alabama 35243

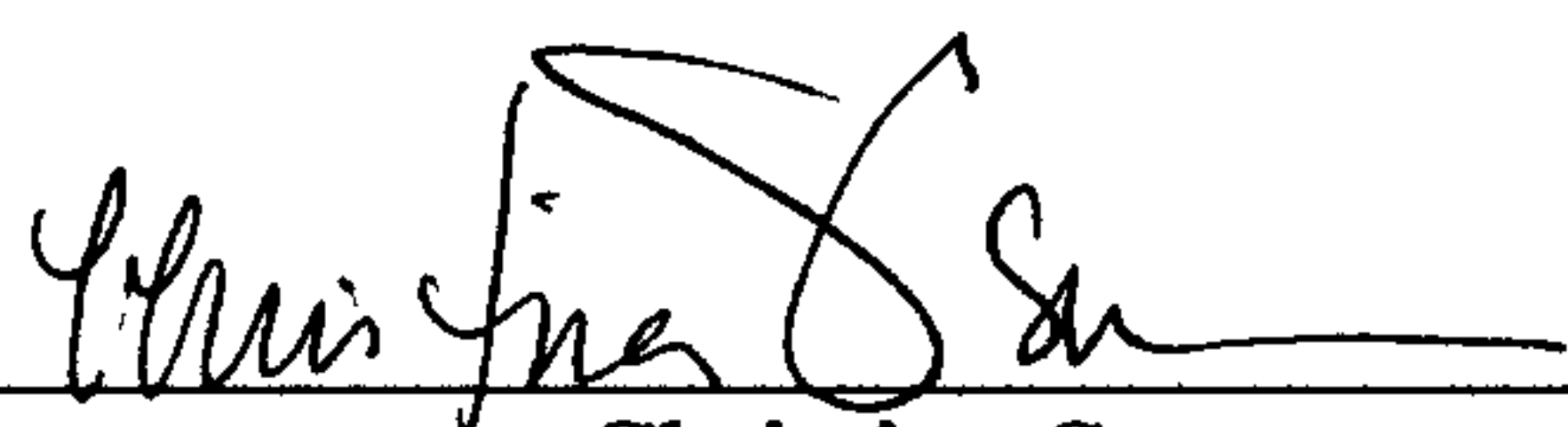


**CONSENT OF OWNERS**

The undersigned, SCOTT STONE and wife, CHRISTINA STONE, as the owners of Lot 10-02, according to the Final Plat for the Private, Mixed Use, Traditional Neighborhood Development Subdivision of Mt Laurel-Phase I-B, as recorded in Map Book 29, Page 69 in the Probate Office (the "Lot"), hereby consent to and approve of all of the terms and provisions of this Amendment which submits and encumbers the Lot to all of the terms and provisions of the Master Deed Restrictions and the Declaration.

Dated as of the 28 day of February, 2003.

  
\_\_\_\_\_  
Scott Stone

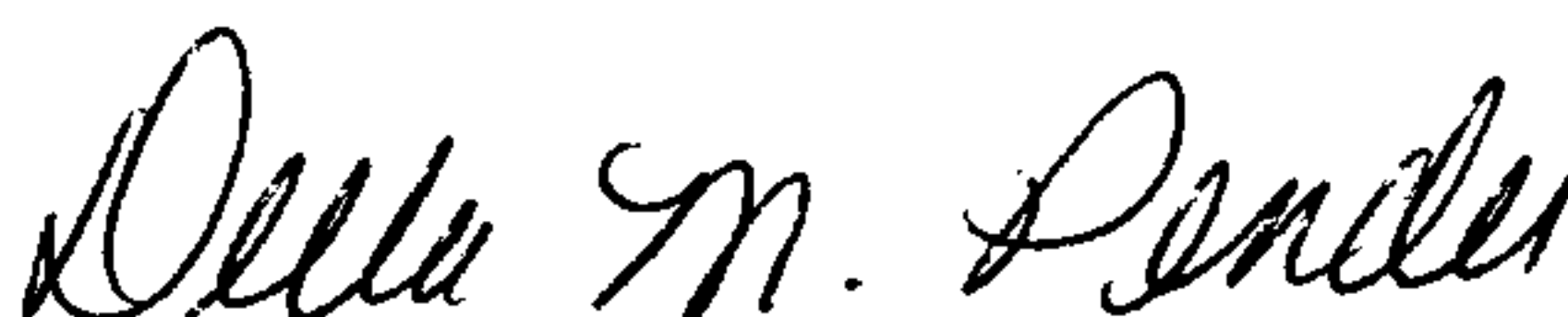
  
\_\_\_\_\_  
Christina Stone

STATE OF ALABAMA                    )  
  :  
COUNTY OF SHELBY                )

I, the undersigned, a notary public in and for said county in said state, hereby certify that SCOTT STONE and wife, CHRISTINA STONE, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28 day of February, 2003.

[NOTARIAL SEAL]

  
\_\_\_\_\_  
Notary Public  
My commission expires: September 21, 2006

## **Exhibit A**

### **Legal Description of Additional Property**

All of that certain real property situated in Shelby County, Alabama which has been platted as the Final Plat for the Private, Mixed Use, Traditional Neighborhood Development Subdivision of Mt Laurel-Phase I-B, as recorded in Map Book 28, Page 69 in the Office of the Judge of Probate of Shelby County, Alabama; and

All of that certain real property situated in Shelby County, Alabama which has been platted as the Final Plat for the Private, Mixed Use, Traditional Neighborhood Development Subdivision of Mt Laurel-Phase II, as recorded in Map Book 30, Page 10 in the Office of the Judge of Probate of Shelby County, Alabama.