
MT LAUREL

A Traditional Neighborhood Development

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

THIS NINTH AMENDMENT (this "Amendment") is made and entered into as of the 21 day of June, 2004 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, 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, Fourth Amendment thereto dated February 11, 2003 and recorded as Instrument #20030213000091860 in the Probate Office, Fifth Amendment thereto dated February 28, 2003 and recorded as Instrument #20030327000184530 in the Probate Office, Sixth Amendment thereto dated March 19, 2003 and recorded as Instrument #20030327000184540 in the Probate Office, Seventh Amendment thereto dated May 20, 2003 and recorded as Instrument 20030527000327720 in the Probate Office and Eighth Amendment thereto dated 4/13, 2004 and recorded as Instrument # 20040413000191810 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, Fourth Amendment thereto dated February 11, 2003 and recorded as Instrument #2003-0213-000091860 in the Probate Office, Fifth Amendment thereto dated February 23, 2003 and recorded as Instrument

#20030327000184530 in the Probate Office, Sixth Amendment thereto dated March 19, 2003 and recorded as Instrument #20030327000184540 in the Probate Office, Seventh Amendment thereto dated May 20, 2003 and recorded as Instrument 20030527000327720 in the Probate Office and Eighth Amendment thereto dated 4/13, 2004 and recorded as Instrument # 2004 041 3000 191810 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 terms and provisions of Section 11.01 of the Declaration, the Founder desires to amend the Master Deed Restrictions and the Declaration in order to modify the definition of Live/Work Units as defined therein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein after set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Founder hereby agrees as follows:

1. **Live/Work Units.** Section 1.20 of the Declaration is amended by deleting said Section in its entirety and by substituting in lieu thereof the following:

"Mixed-Use Units. "Mixed-Use Units" are situated within the Commercial Districts of Mt Laurel and constitute Parcels which are used for commercial or professional office building or retail uses and may include, at the option of the Owner of such Mixed-Use Unit, residential uses, subject to the terms and provisions set forth in the Declaration. All Mixed-Use Units shall be Special Use Parcels and shall (a) be exempt from the payment of General Assessments and Special Assessments and (b) have no voting rights in the Association."

The Master Deed Restrictions and the Declaration are further amended by deleting all references therein to "Live/Work Units" and by substituting in lieu thereof the term "Mixed-Use Units". Any and all references in the Master Deed Restrictions or in the Declaration to "Live/Work Units" shall now mean and refer to Mixed-Use Units.

2. **Full Force and Effect.** Except as expressly modified and amended by this Amendment, 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: John O. Freeman, Sr.
Its: V.P. and General Mgr.

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby
certify that John O. Freeman, Sr., whose name as General Manager 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 22 day of June, 2004.

Della M. Pender
Notary Public
My Commission Expires: 9/21/06

[NOTARIAL SEAL]

THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:
Stephen R. Monk, Esq.