

# MT LAUREL

## A Traditional Neighborhood Development

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

THIS TENTH AMENDMENT (this "Amendment") is made and entered into as of the 15 day of October, 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 #20030213-000091860 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, Eighth Amendment thereto dated 4/13/2004 and recorded as Instrument 20040413000191810 in the Probate Office and Ninth Amendment thereto dated 6/22/2004 and recorded as Instrument 20040623000340720 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 #20030213000091860 in the Probate Office, Fifth



Amendment thereto dated July 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, Eighth Amendment thereto dated 4/13/2004 and recorded as Instrument 20040413000191810 in the Probate Office and Ninth Amendment thereto dated 6/22/2004 and recorded as Instrument 20040623000340720 in the Probate Office (collectively, the "Declaration"). The Master Deed Restrictions and Declaration have been ratified and confirmed by the Founder, Owner 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 2.08 of the Declaration, the Founder has reserved the right, in its sole and absolute discretion, to change the location of the boundaries of any Parcel owned by the Founder or the boundaries of any of the Commons without any requirement that the consent or approval of any Owners or Mortgagees be obtained.

The Founder desires to establish and create a permanent and perpetual easement for encroachments over and upon any of the alleys which constitute part of the Commons within Mt Laurel, subject to and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Founder does hereby declare as follows:

1. **Easement for Garage Encroachments.** Section 2.05 of the Declaration is amended by adding the following thereto as Section 2.05(j):

"(j) **Easement for Garage Encroachments.** The Founder does hereby declare and establish a permanent and perpetual easement for encroachments into any of the alleys which constitute part of the Common Roads (which are part of the Commons) of up to 12 inches (measured from the common property line of each applicable Lot and the adjacent alleyway) by which a garage situated on such Lot may encroach into the alley to the extent such encroachment results from the unintentional placement, settlement or shifting of a garage situated on a Lot. The foregoing easement for encroachments shall be applicable to any Lots upon which a Residential Unit has been or may be constructed which contains a garage which may be accessed via an alley or alleyway."

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 D. Freeman, Sr.  
Its: V.P. & G.M.

STATE OF ALABAMA                    )  
  :  
COUNTY OF SHELBY                 )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John D. Freeman Sr., whose name as VP & GM 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 15 day of Oct., 2004.

Della M. Perdue  
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.  
Bradley Arant Rose & White LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, Alabama 35203