
MT LAUREL

A Traditional Neighborhood Development

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

THIS ELEVENTH AMENDMENT (this "Amendment") is made and entered into as of the 13 day of July, 2005 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 April 13, 2004 and recorded as Instrument 20040413000191810 in the Probate Office, Ninth Amendment thereto dated June 22, 2004 and recorded as Instrument 20040623000340720 in the Probate Office and Tenth Amendment thereto dated October 15, 2004 and recorded as Instrument 20041015000569110 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 April 13, 2004 and recorded as Instrument 20040413000191810 in the Probate Office, Ninth Amendment thereto dated June 22, 2004 and recorded as Instrument 20040623000340720 in the Probate Office and Tenth Amendment thereto dated October 15, 2004 and recorded as Instrument 20041015000569110 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.*

The Founder 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 Restriction and Section 2.03 of the Declaration, the Founder desires to submit the Additional Property to the terms and provisions of the Master Deed Restriction and the Declaration.

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 does hereby declare 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 hereby declares 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 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 has or 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 that portion of the Additional Property (the "Exempt Lot") described in Exhibit B attached hereto and incorporated herein by reference 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 Exempt Lot does not have any voting rights in the Association.

3. **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. + Gen 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 VP 6M 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 13 day of July, 2005.

Willie Pender
Notary Public
My Commission Expires: Sept. 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

Exhibit A

Legal Description of Additional Property

Hilltop Montessori School – Legal Description Tax Parcel 09-2-03-1-001-010.001

State of Alabama
Shelby County

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

Commence at the Northwest corner of the S.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section 3, Township 19 South, Range 1 West and run in an Easterly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 108.96 feet to a point on the eastern right-of-way of Shelby County Highway 41 (Dunnavant Valley Road), said point being the POINT OF BEGINNING; thence continue along the last described course for a distance of 567.18 feet to a point, thence turn an angle of 90°00'00" to the right and run in a Southerly direction for a distance of 677.64 feet to a point on the Northwestern right-of-way of Olmsted Street, a private roadway, as recorded in the Shelby County Probate Office in map book 27, page 72 A & B; thence run in a Southwesterly direction along said northwesterly right-of-way of Olmsted Street for a distance of 617.27 feet to the westernmost point of the Mt Laurel Town Management, Inc. parking lot parcel as recorded in the Shelby County Probate Office instrument number 2001-13024, thence run in a Westerly direction along the Northern boundary of said parking lot parcel for a distance of 95.79 feet; thence run in a Northerly direction along the Eastern boundary of said parking lot parcel for a distance of 331.00 feet; thence 90° 00' to the left in a Westerly direction along the Northern boundary of said parking lot parcel for a distance of 212.26 feet to a point on the Eastern right-of-way Shelby County Highway 41 (Dunnavant Valley Road); thence run in a Northerly direction along the Eastern right-of-way of said Highway 41 for a distance of 322.46 to the Southwestern corner of the Clear Springs Baptist Church parcel as recorded in the Shelby County Probate Office instrument number 2001-45087; thence run in an Easterly direction along the Southern boundary of said Clear Springs Baptist Church parcel for a distance of 187.00 feet; thence run in a Northerly direction along the Eastern boundary of said Clear Springs Baptist Church parcel for a distance of 349.96 feet; thence run in a Westerly direction along the Northern boundary of said Clear Springs Baptist Church parcel for a distance of 187.00 feet to a point on the Eastern right-of-way Shelby County Highway 41 (Dunnavant Valley Road); thence run in a Northerly direction along the Eastern right-of-way of said Highway 41 for a distance of 137.8 feet, more or less, to the POINT OF BEGINNING.

Said parcel containing 10.9 acres, more or less.

Exhibit B

Legal Description of Exempt Lot

Hilltop Montessori School – Legal Description

A parcel of land situated in the West $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the S.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section 3, Township 19 South, Range 1 West and run in an Easterly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 289.85 feet to the POINT OF BEGINNING; thence turn an angle of $97^{\circ}34'28''$ to the right and run in a Southwesterly direction a distance of 136.73 feet to the Northeast corner of the Clear Springs Baptist Church Parcel; thence continue along the last described course, and along the Eastern boundary line of said Clear Springs Baptist Church Parcel a distance of 349.96 feet to the Southeast corner of said parcel; thence leaving said Clear Springs Baptist Church Parcel boundary line continue along the last described course a distance of 50.17 feet; thence turn an angle of $69^{\circ}25'28''$ to the left and run in a Southeasterly direction a distance of 160.07 feet; thence turn an angle of $96^{\circ}02'48''$ to the left and run in a Northeasterly direction a distance of 61.14 feet; thence turn an angle of $5^{\circ}34'37''$ to the right and run in a Northeasterly direction a distance of 56.79 feet; thence turn an angle of $24^{\circ}17'24''$ to the right and run in a Northeasterly direction a distance of 27.65 feet; thence turn an angle of $7^{\circ}28'10''$ to the right and run in a Northeasterly direction a distance of 59.57 feet; thence turn an angle of $33^{\circ}30'59''$ to the left and run in a Northeasterly direction a distance of 88.91 feet; thence turn an angle of $12^{\circ}16'22''$ to the right and run in a Northeasterly direction a distance of 138.18 feet; thence turn an angle of $66^{\circ}36'04''$ to the right and run in a Southeasterly direction a distance of 72.27 feet; thence turn an angle of $23^{\circ}34'56''$ to the left and run in a Northeasterly direction a distance of 92.79 feet to a point on the proposed Western Right-of-way of the proposed extension of Abbott Square, a private road Right-of-way, said point being on a curve to the right having a radius of 275.00 feet and a central angle of $23^{\circ}08'57''$; thence turn an angle of $102^{\circ}29'19''$ (angle measured to tangent) to the left and run in a Northwesterly direction along said proposed Right-of-way a distance of 111.11 feet; thence continue along the last described course in an Northerly direction along the said proposed Right-of-way a distance of 38.12 feet to a point on a curve to the right having a radius of 325.00 feet and a central angle of $28^{\circ}43'08''$; thence continue along the last described course in a Northeasterly direction along said proposed Right-of-way a distance of 162.90 feet; thence leaving said proposed Right-of-way turn an angle of $121^{\circ}07'25''$ (angle measured from tangent) to the left and run in an Westerly direction a distance of 502.78 feet; thence turn an angle of $81^{\circ}53'47''$ to the left and run in a Southwesterly direction a distance of 28.11 feet to the Point of Beginning.

Said parcel containing 5.13 acres, more or less.