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Shelby Cnty Judge of Probate, AL  
12/19/2006 08:25:54AM FILED/CERT

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# MT LAUREL

**A Traditional Neighborhood Development**

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

THIS TWELFTH AMENDMENT (this "Amendment") is made and entered into as of the \_\_\_ day of December, 2006 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, Tenth Amendment thereto dated October 15, 2004 and recorded as Instrument 20041015000569110 in the Probate Office and Eleventh Amendment Master dated July 13, 2005 and recorded as Instrument 20050714000352130 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, Tenth Amendment thereto dated October 15, 2004 and recorded as Instrument 20041015000569110 in the Probate Office and Eleventh Amendment Master dated July 13, 2005 and recorded as Instrument 20050714000352130 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 all of the Additional Property shall and does constitute a Special Use Parcel which shall be exempt from the payment of General Assessments and Special Assessments under the

  
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**Exhibit A**

**Legal Description of Additional Property**

Lot 1-02B, Block 1, according to the map of Mt Laurel – Phase I, Block 1- Sector 1 as recorded in Map Book 37, Page 110 in the Office of the Judge of Probate of Shelby County, Alabama.

Declaration but is subject to Individual Parcel Assessments. The Additional Property 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: UP + 6M

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 UP + 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 18 day of December, 2006.

Deek Pender  
Notary Public  
My Commission Expires: 8/21/10

[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