

**SECOND AMENDMENT TO
MT LAUREL TOWN CENTER COVENANTS**

THIS SECOND AMENDMENT TO MT LAUREL TOWN CENTER COVENANTS (this "Amendment") is made and entered into as the 5 day of April, 2007 by MT LAUREL TOWN MANAGEMENT, INC., an Alabama corporation ("Developer").

RECITALS:

Developer has heretofore submitted certain real property owned by Developer to the terms and provisions of the Mt Laurel Town Center Covenants dated as of March 19, 2003 and recorded as Instrument 20030327000184510 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), as amended by First Amendment thereto dated as of June 22, 2004 and recorded as Instrument 20040623000340730 in the Probate Office (collectively, the "Town Center Covenants"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Town Center Covenants.*

Pursuant to the provisions of Section 2.3 of the Town Center Covenants, Developer desires to submit that certain real property (the "Additional Property") owned by Developer and described in Exhibit A attached hereto and incorporated herein by reference to all of the terms and provisions of the Town Center Covenants.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby amend the Town Center Covenants as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.3 of the Town Center Covenants, Developer hereby declares 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, Merchants' Association Assessments and regulations set forth in the Town Center Covenants, 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 Town Center Covenants to the Town Center Property shall mean the real property described in the Town Center Covenants as the Town Center Property and the Additional Property described in Exhibit A hereto and all other additional property which may be submitted to the terms and provisions of the Town Center Covenants.

2. **Exemption from Assessments.** Pursuant to the terms and provisions of Section 7.9 of the Town Center Covenants, Developer does hereby designate and declare that the Additional Property described in Exhibit A is and shall be exempt from the payment of Annual Assessments or Special Assessments. The terms and provisions of this Paragraph 2 shall constitute covenants running with the land and shall be binding upon and inure to the benefit of Developer and the current and all future owners of any of the Additional Property.



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3. **Full Force and Effect.** Except as expressly modified and amended by this Amendment, all of the terms and provisions of the Town Center Covenants shall continue in full force and effect and are hereby ratified, confirmed and approved by Developer and the Owners.

IN WITNESS WHEREOF, Developer has executed this Amendment as of the day and year first above written.

MT LAUREL TOWN MANAGEMENT, 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 VP + GM of MT LAUREL TOWN MANAGEMENT, 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 5 day of March, 2007.

Della 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
(205) 521-8429



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Exhibit A

Legal Description of Additional Property

Lot 1-05, 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.