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Shelby Cnty Judge of Probate, AL
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MT LAUREL

A Traditional Neighborhood Development

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

THIS EIGHTEENTH AMENDMENT (this "Amendment") is made and entered into as of the 13 day of January, 2014 by EBSCO DEVELOPMENT COMPANY, INC., an Alabama corporation (the "Founder"), and the COUNTY BOARD OF EDUCATION OF SHELBY COUNTY, ALABAMA, a statutory county board of education ("Owner").

R E C I T A L S:

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, Eleventh Amendment Master dated July 13, 2005 and recorded as Instrument 20050714000352130 in the Probate Office, Twelfth Amendment thereto dated December 18, 2006 and recorded as Instrument 20061219000616320 in the Probate Office, Thirteenth Amendment thereto dated May 30, 2007 and recorded as Instrument 20071022000487350 in the Probate Office, Fourteenth Amendment thereto dated July 17, 2008 and recorded as Instrument 20080718000289820 in the Probate Office, Fifteenth Amendment thereto dated December 16, 2008 and recorded as Instrument 20081219000470230 in the Probate Office, Sixteenth

Amendment thereto dated November 12, 2009 and recorded as Instrument 20091117000427120 in the Probate Office and Seventeenth Amendment thereto dated October 18, 2013 and recorded as Instrument 20131021000415550 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, Eleventh Amendment Master dated July 13, 2005 and recorded as Instrument 20050714000352130 in the Probate Office Twelfth Amendment thereto dated December 18, 2006 and recorded as Instrument 20061219000616320 in the Probate Office, Thirteenth Amendment thereto dated May 30, 2007 and recorded as Instrument 20071022000487350 in the Probate Office, Fourteenth Amendment thereto dated July 17, 2008 and recorded as Instrument 20080718000289820 in the Probate Office, Fifteenth Amendment thereto dated December 16, 2008 and recorded as Instrument 20081219000470230 in the Probate Office, Sixteenth Amendment thereto dated November 12, 2009 and recorded as Instrument 20091117000427120 in the Probate Office and Seventeenth Amendment thereto dated October 18, 2013 and recorded as Instrument 20131021000415550 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.*

Owner 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 Restrictions and Section 2.03 of the Declaration, the Founder and Owner desire to submit the Additional Property to the terms and provisions of the Master Deed Restrictions 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 and Owner hereby declare 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 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 and Owner has executed this Amendment as of the day and year first above written.

FOUNDER:

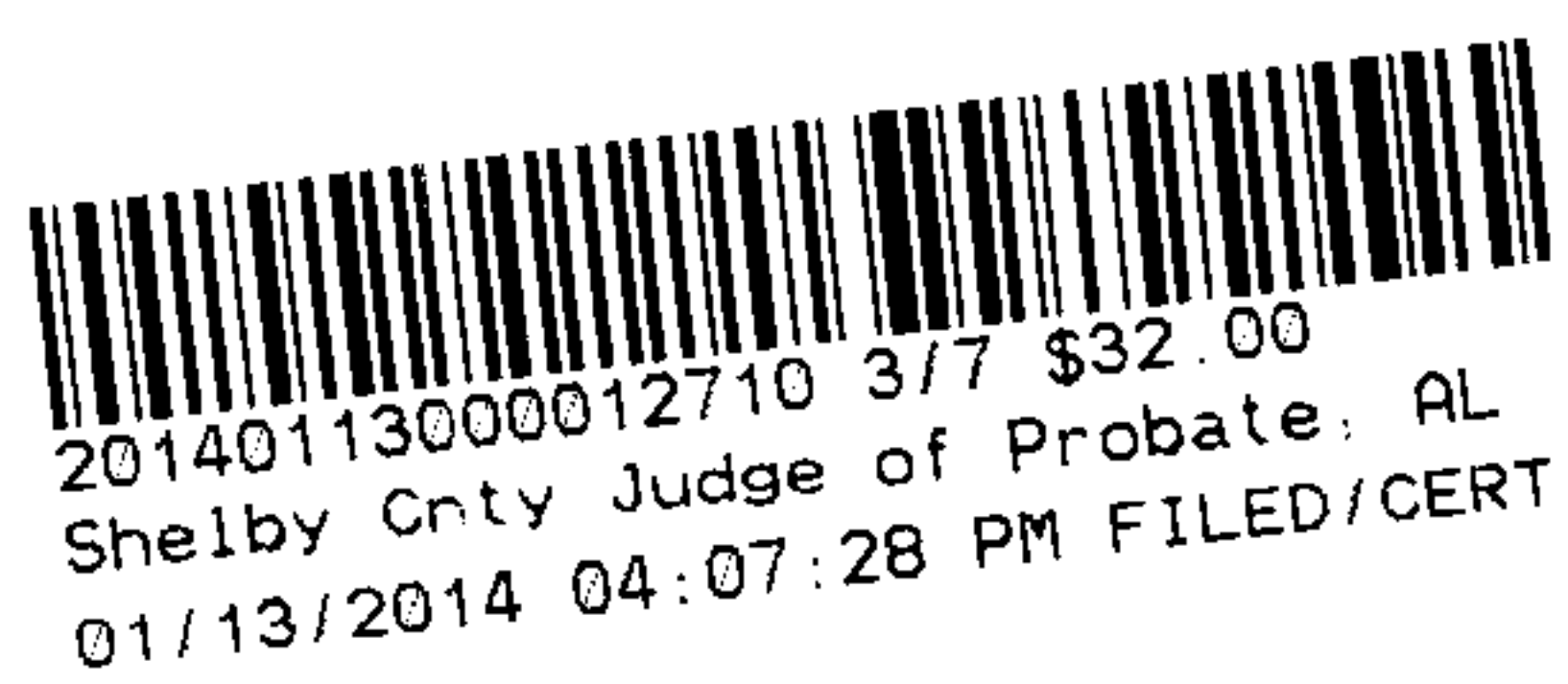
EBSCO DEVELOPMENT COMPANY, INC., an Alabama corporation

By: John D. Freeman, Jr.
Its: V.P. & General Mgr.

OWNER:

COUNTY BOARD OF EDUCATION OF SHELBY COUNTY, ALABAMA, a statutory county board of education

By: Randy Fuller
Its: Superintendent




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, 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 13 day of Jan, 2014.

Duke Pender
Notary Public
My Commission Expires: 8/21/2014

[NOTARIAL SEAL]


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Sharon A. Lee

My Commission Expires: 02-14-16



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EXHIBIT A

Legal Description of Additional Property

Parcel A

A parcel of land situated in the Southwest Quarter of the Southeast Quarter of Section 3, Township 19 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama and being more particularly describes as follows:

Commence at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 3, Township 19 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama; thence run east along the south line of said Section 3 for a distance of 877.80 feet to the POINT OF BEGINNING; thence turn an interior angle to the right of $89^{\circ}33'45''$ and leaving said south line run in a northerly direction for a distance of 353.90 feet; thence turn an interior angle to the left of $66^{\circ}01'30''$ and run in a southeasterly direction for a distance of 215.68 feet; thence turn an interior angle to the left of $113^{\circ}32'15''$ and run in a southerly direction for a distance of 267.76 feet to the aforementioned south line of Section 3; thence turn an interior angle to the left of $90^{\circ}00'00''$ and run in a westerly direction along said south line for a distance of 195.03 feet to the POINT OF BEGINNING.

Containing 1.4 acres more or less.

Parcel B

A parcel of land situated in the Southwest Quarter of the Southeast Quarter of Section 3, Township 19 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 3, Township 19 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama; thence run east along the south line of said Section 3 for a distance of 877.80 feet; thence turn an interior angle to the right of $89^{\circ}33'45''$ and leaving said south line run in a northerly direction for a distance of 314.00 feet to the POINT OF BEGINNING; thence turn an interior angle to the right of $116^{\circ}26'30''$ and run in a northwesterly direction for a distance of 859.92 feet to a nontangent curve to the left having a central angle of $09^{\circ}28'50''$, a radius of 430.00 feet, and a chord of 71.07 which forms an interior angle to the left with the preceding course of $09^{\circ}46'15''$; thence run in a southeasterly direction along the arc of said curve for a distance of 71.15 feet; thence run in a southeasterly direction tangent to said curve for a distance of 107.37 feet to a curve to the left having a central angle of $21^{\circ}13'40''$, a radius of 765.00 feet, and a chord of 281.81 feet which forms an interior angle to the left of $169^{\circ}23'10''$; thence run in a southeasterly direction along the arc of said curve for a distance of 283.43 feet; thence run in a southeasterly direction tangent to said curve for a distance of 192.72 feet to a curve to the left having a central angle of $09^{\circ}07'02''$, a radius of 635.50 feet, and a chord of 101.02 feet which forms an interior angle to the left of $184^{\circ}33'36''$; thence run in a southeasterly direction along the arc of said curve for a distance of 101.12 feet; thence run in a southeasterly direction tangent to said curve for a

distance of 94.79 feet; thence turn an interior angle to the left of $113^{\circ}58'30''$ and run in a southerly direction for a distance of 39.90 feet to the POINT OF BEGINNING.


Containing 0.8 acres more or less.

Parcel C

A parcel of land situated in the Southwest Quarter of the Southeast Quarter of Section 3, Township 19 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 3, Township 19 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama; thence run north along the west line of said Quarter Section for a distance of 739.37 feet to the POINT OF BEGINNING; thence continue north along said west line for a distance of 299.35 feet; thence turn an interior angle to the left of $90^{\circ}00'00''$ and leaving said west line run in an easterly direction for a distance of 262.15 feet; thence turn an interior angle to the left of $87^{\circ}20'32''$ and run in a southerly direction for a distance of 322.80 feet to a nontangent curve to the right having a central angle of $02^{\circ}19'03''$, a radius of 825.00, with its tangent forming an interior angle to the left with the preceding course of $84^{\circ}11'09''$; thence run in westerly direction along the arc of said curve for a distance of 33.37 feet to a compound curve to the right having a central angle of $19^{\circ}11'14''$ and a radius of 375.00 feet; thence run in a northwesterly direction along the arc of said curve for a distance of 125.58 feet; thence run in a northwesterly direction tangent to said curve for a distance of 60.66 feet; thence turn an interior angle to the left of $289^{\circ}40'17''$ and run in a southerly direction for a distance of 57.98 feet; thence turn an interior angle to the left of $69^{\circ}43'40''$ and run in a northwesterly direction for a distance of 37.17 feet to the POINT OF BEGINNING.

Containing 1.75 acres more or less.


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