

MT LAUREL


20151002000346630 1/3 \$38.00
Shelby Cnty Judge of Probate, AL
10/02/2015 03:34:33 PM FILED/CERT

A Traditional Neighborhood Development

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

THIS NINETEENTH AMENDMENT (this "Amendment") is made and entered into as of the 1st day of October, 2015 by EBSCO DEVELOPMENT COMPANY, INC., an Alabama corporation (the "Founder").

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 thereto 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, Seventeenth Amendment thereto dated October 18, 2013 and recorded as Instrument 20131021000415550 in the Probate Office and Eighteenth Amendment thereto dated January 13, 2014 and recorded as Instrument #20140113000012710 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,

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On July 15, 2015, Mt Laurel was designated a Southern Living Inspired Community pursuant to a Trademark License Agreement between Founder and Southern Living, a division of Time Inc. Lifestyle Group, and such agreement requires an amendment to the Master Deed Restrictions and Declaration.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter 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. The Declaration is amended by adding the following as new Section 4.06:

"4.06 Southern Living Inspired Communities. On July 15, 2015, Mt Laurel was designated a Southern Living Inspired Community pursuant to a Trademark License Agreement between Founder and Southern Living, a division of Time Inc. Lifestyle Group. Southern Living did not supervise or control the design, development, or construction of Mt Laurel or of the homes within and Founder has made no statements or representations that Southern Living supervised or controlled the design, development, construction. The design of Mt Laurel, including but not limited to the common areas, amenities, buildings, design, and civil engineering related to any of the foregoing, are the sole responsibility of Founder. Any revisions of Southern Living House Plans are the sole responsibility of Founder and not Southern Living. Owners and Occupants shall have no recourse to Southern Living or any of its parents or affiliates in the event of any claim, loss, liability, or other legal action that may arise in the design, development, construction, or purchase of any part of the residential community, a home or structure built or to be built, or any lot."


2. The Master Deed Restrictions is amended by adding the following as new Section 1.07:

"1.07 Southern Living Inspired Communities. On July 15, 2015, Mt Laurel was designated a Southern Living Inspired Community pursuant to a Trademark License Agreement between the Founder

and Southern Living, a division of Time Inc. Lifestyle Group. Southern Living did not supervise or control the design, development, or construction of Mt Laurel or of the homes within and Founder has made no statements or representations that Southern Living supervised or controlled the design, development, construction. The design of Mt Laurel, including but not limited to the common areas, amenities, buildings, design, and civil engineering related to any of the foregoing, are the sole responsibility of the Founder. Any revisions of Southern Living House Plans are the sole responsibility of the Founder and not Southern Living. Owners shall have no recourse to Southern Living or any of its parents or affiliates in the event of any claim, loss, liability, or other legal action that may arise in the design, development, construction, or purchase of any part of the residential community, a home or structure built or to be built, or any lot."

3. Except as expressly modified and amended herein, all of the terms and provisions of the Master Deed Restrictions and Declaration shall remain in full force and effect.

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


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FOUNDER:

EBSCO DEVELOPMENT COMPANY, INC.

By: John O. Freeman, Sr.
Name: John O. Freeman, Sr.
Its: V.P. + 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 Vice President and General Manager of EBSCO DEVELOPMENT COMPANY, INC., an Alabama corporation, 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, s/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 1st day of October, 2015.

Claudian Niece

Notary Public

My Commission Expires: 1/5/19