

**CORRECTIVE AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
CHELSEA PARK, 9TH SECTOR,
A RESIDENTIAL SUBDIVISION**

THIS CORRECTIVE AMENDMENT is made and entered into by and among Chelsea Park, Inc. (the "Developer"), Chelsea Park Residential Association, Inc. (the "Association"), and Joint Venture II of Arlington Properties, Inc. and Thornton, Inc., a Joint Venture (the "Owner").

RECITALS:

Developer conveyed to Owner certain real property located in Shelby County, Alabama, (which is more particularly described on Exhibit A hereto and is referred to herein as the "Property"), by Warranty Deed (the "Deed") filed in the Probate Office of Shelby County, Alabama, on December 22, 2005, and recorded as Instrument Number 20051222000659950. Owner subsequently subdivided a portion of the Property into a subdivision comprised of single family lots as reflected in the plat for Chelsea Park, 9th Sector, as recorded in Map Book 37, Page 47 in the Probate Office of Shelby County, Alabama (the "Record Map").

Immediately prior to the filing of the Deed, Developer and the Association filed in the Probate Office of Shelby County, Alabama, that certain Declaration of Covenants, Conditions and Restrictions for Chelsea Park, _____, a Residential Subdivision (the "Sector Covenants") recorded as Instrument Number 20051222000659740. The Developer and the Association filed the Sector Covenants for the purpose of submitting the Property to the Sector Covenants and to the Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision recorded as Instrument Number 20041014000566950 in the Probate Office of Shelby County, Alabama (the "Master Covenants"). The Sector Covenants as filed and recorded did not include the name of the subdivision and failed to include a description of the Property, which was to be attached to the Sector Covenants as Exhibit A.

The Deed purported to convey the Property to Owner subject to the Master Covenants and subject to the Sector Covenants. The Sector Covenants were described in the Deed as the "Declaration of Covenants, Conditions and Restrictions for Chelsea Park, 9th Sector" executed by Developer and the Association without disclosure of any filing information. The Deed also purported to assign to the Owner certain rights of the Developer under the Sector Covenants.

Developer, Association and Owner desire to execute and file this Corrective Amendment in order to specifically make the Property subject to the Master Covenants and the Sector Covenants. The Developer and the Association have joined in this Corrective Amendment to amend the Sector Covenants to include the name and the description of the Property, each of which was omitted from the Sector Covenants, and to ratify and confirm prior submission of the Property to the Master Covenants and the Sector Covenants. The Owner as the fee simple owner of all of the Property has joined in this Corrective Amendment to evidence its consent to the submission of the Property to the Master Covenants and the Sector Covenants.

NOW, THEREFORE, THESE PREMISES CONSIDERED, and in consideration of the mutual covenants and conditions of the parties and other good and valuable consideration, the parties hereto do hereby agree and declare that the Declaration of Covenants, Conditions and Restrictions for Chelsea Park recorded as Instrument Number 20051222000659740 in the Probate Office of Shelby County, Alabama, be, and it is hereby amended as follows:

1. The name of the Sector Covenants and the term "Declaration" in Section 1.7 thereof is amended to read as follows: Declaration of Covenants, Conditions and Restrictions for Chelsea Park, 9th Sector, a Residential Subdivision.

2. The Sector Covenants are hereby amended to add as Exhibit A to the Sector Covenants the description of the Property set forth on Exhibit A to this Corrective Amendment. The Property described in the Sector Covenants includes the Property described in the Record Map for Chelsea Park, 9th Sector, recorded in Map Book 37, Page 47 in the Probate Office of Shelby County, Alabama.

3. Developer hereby ratifies, confirms and agrees to the transfer and assignment to the Owner of the rights and obligations of Developer as the "Developer" with respect to the Property under the Sector Covenants. Owner hereby accepts and assumes such rights and obligations and agrees to succeed to the interest of Developer as the "Developer" under said Sector Covenants.

4. Developer hereby declares that the Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens and regulations of the Sector Covenants, as amended by this Corrective Amendment, and that the Property shall be subject to the easements, covenants, conditions, restrictions, charges, liens and regulations of the Master Covenants. The easements, covenants, conditions, restrictions, charges, liens and regulations of the Sector Covenants and the Master Covenants shall run with title to the Property and shall be binding upon and inure to the benefit of the Developer and Owner, and all Owners and Occupants of the Property and any Lot or Dwelling thereon.

5. Developer and the Association hereby ratify, confirm and approve the prior submission of the Property to the Master Covenants pursuant to Section 2.2(a) thereof so that the Property will be part of the Development. The Owner hereby consents to the submission of the Property to the Sector Covenants as amended hereby and to the submission of the Property to the Master Covenants.

6. The Sector Covenants shall apply only to the Property described herein and shall not apply to any other real property within Chelsea Park, A Residential Subdivision. Capitalized terms not otherwise defined herein shall have the meanings attributable to them in the Sector Covenants.

IN WITNESS WHEREOF, the undersigned have duly executed this Corrective Amendment on this 31st day of August, 2006.

CHELSEA PARK, INC.

By: Douglas D. Eddleman
Its: PRESIDENT

CHELSEA PARK RESIDENTIAL ASSOCIATION, INC.

By: Douglas D. Eddleman
Its: PRESIDENT

JOINT VENTURE II OF ARLINGTON PROPERTIES, INC. AND THORNTON, INC.

ARLINGTON PROPERTIES, INC.

By: [Signature]
Its: _____

THORNTON, INC.

By: W. L. 2
Its: PRESIDENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Douglas D. Eddleman, whose name as President of Chelsea Park, Inc., a 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 the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 23rd day of August, 2006.

Donna O. Rainey
Notary Public

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 1, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Douglas D. Eddleman, whose name as President of Chelsea Park Residential Association, Inc., a 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 the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 23rd day of August, 2006.

Donna O. Rainey
Notary Public

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 1, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Kent Graeme, whose name as President of Arlington Properties, Inc., a corporation, in its capacity as a Venturer in Joint Venture II of Arlington Properties, Inc. and Thornton, Inc., 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 the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Venturer as aforesaid on the day the same bears date.

Given under my hand and official seal of office this 30th day of August, 2006.

Neil H. Smith
Notary Public

My Commission Expires: 4-15-08

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that William L. Thornton, III, whose name as President of Thornton, Inc., a corporation, in its capacity as a Venturer in Joint Venture II of Arlington Properties, Inc. and Thornton, Inc., 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 the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Venturer as aforesaid on the day the same bears date.

Given under my hand and official seal of office this 31st day of August, 2006.

John H. Rouma
Notary Public

My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: May 31, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS



20060920000468120 5/8 \$34.00
Shelby Cnty Judge of Probate, AL
09/20/2006 04:09:32PM FILED/CERT

EXHIBIT A

20060920000468120 6/8 \$34.00
Shelby Cnty Judge of Probate, AL
09/20/2006 04:09:32PM FILED/CERT

Legal Description

Part of Section 31, Township 19 South, Range 1 East, and part of Section 36, Township 19 South, Range 1 West, Shelby County, Alabama, all being more particularly described as follows:

From an existing 1 1/2" iron pipe being the locally accepted southwest corner of said Section 31 and looking in an easterly direction along the south line of said Section 31, turn an angle to the left of 71°-36'-08" and run in a northeasterly direction for a distance of 1071.69 feet to the point of beginning; thence turn an angle to the right of 43°-10'-36" and run in a northeasterly direction for a distance of 1001.80 feet to the point of beginning of a curve, said curve being concave in a northwesterly direction, having a central angle of 8°-22'-21" and a radius of 1103.27 feet; thence turn an angle to the left and run in a northeasterly direction along the arc of said curve for a distance of 161.22 feet to an existing iron rebar set by Weygand; thence turn an angle to the left (133°-03'-28" from the chord of last mentioned curve) and run in a northwesterly direction for a distance of 53.93 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 87°-06'-33" and run in a northeasterly direction for a distance of 109.55 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 35°-56'-16" and run in a northwesterly direction for a distance of 245.04 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 29°-03'-48" and run in a northwesterly direction for a distance of 213.88 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 36°-24'-48" and run in a westerly direction for a distance of 241.45 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 34°-24'-27" and run in a northwesterly direction for a distance of 99.63 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 77°-33'-56" and run in a northeasterly direction for a distance of 367.40 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 40°-31'-44" and run in a northwesterly direction for a distance of 281.42 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 17°-24'-16" and run in a northwesterly direction for a distance of 242.73 feet to an existing iron rebar set by Weygand and being on the southeast right-of-way line of that 100 foot right-of-way for Seaboard Coastline Railroad; thence turn an angle to the left of 89°-47'-33" and run in a southwesterly direction along the southeast right-of-way line of said Seaboard Coastline Railroad for a distance of 730.46 feet to an existing iron rebar set by Weygand and being the point of beginning of a curve, said curve being concave in a northerly direction and having a central angle of 22°-06'-37" and a radius of 1768.39 feet; thence turn an angle to the right and run in a westerly direction along the arc of said curve and along the southerly right-of-way line of said Seaboard Coastline Railroad for a distance of 682.42 feet to an existing iron rebar set by Weygand; thence turn an angle to the left (80°-23'-32" from the chord of last mentioned curve) and run in a southeasterly direction for a distance of 63.52 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 19°-39'-34" and run in a southeasterly direction for a distance of 54.82 feet to an existing iron rebar set Weygand; thence turn an angle to the left of 12°-11'-42" and run in a southeasterly direction for a distance of 183.0 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 75°-10'-26" and run in a southwesterly direction for a distance of 353.59 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 24°-10'-15" and run in a southwesterly direction for

a distance of 138.49 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of $64^{\circ}-37'-24''$ and run in a southeasterly direction for a distance of 240.34 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of $78^{\circ}-20'-38''$ and run in a southwesterly direction for a distance of 163.68 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of $91^{\circ}-17'-08''$ and run in a southeasterly direction for a distance of 31.53 feet to an existing iron rebar set by Weygand and to the point of beginning of a curve, said curve being concave in a southwesterly direction and having a central angle of $21^{\circ}-54'-32''$ and a radius of 410.97 feet; thence turn an angle to the right and run in a southeasterly direction along the arc of said curve for a distance of 157.15 feet to an existing iron rebar set by Weygand; thence turn an angle to the right ($9^{\circ}-52'-59''$ from the chord of last mentioned curve) and run in a southeasterly direction for a distance of 195.23 feet to an existing iron rebar set by Weygand and the point of beginning of a curve, said curve being concave in a northerly direction and having a central angle of $65^{\circ}-54'-58''$ and a radius of 395.0 feet; thence turn an angle to the left and run in a southeasterly, easterly and northeasterly direction along the arc of said curve for a distance of 454.43 feet, more or less, to the point of be

The above described property includes the real property reflected in the Plat of Chelsea Park, 9th Sector, recorded in Map Book 37, Page 47 in the Probate Office of Shelby County, Alabama.

CONSENT OF LENDER

Compass Bank, as the holder and owner of that certain Mortgage originally recorded in the Probate Office of Shelby County, Alabama, as Instrument No. 20051222000659960 which secures the real property made subject to the Declaration of Covenants, Conditions and Restrictions for Chelsea Park, 9th Sector, a Residential Subdivision, recorded as Instrument No. 20051222000659740, as amended by the aforesaid Corrective Amendment, does hereby consent to the filing of said declaration and does hereby agree that said property shall remain subject to the terms and conditions of said declaration if the bank should succeed to the mortgagor by foreclosure of its mortgage or by accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 30th day of August, 2006.

COMPASS BANK

By: [Signature]

Its: VICE President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for the state at large, hereby certify that Ben Hendrix, whose name as Vice President of Compass Bank, a bank, is signed to the foregoing Consent, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Consent, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank on the day the same bears date.

Given under my hand and official seal of office this 30th day of August, 2006.

[Signature]
Notary Public
My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 1, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS