


STATE OF ALABAMA)
SHELBY COUNTY)


20080808000320230 1/10 \$38.00
Shelby Cnty Judge of Probate, AL
08/08/2008 12:12:03PM FILED/CERT

**AMENDMENT OF DECLARATION OF PROTECTIVE COVENANTS
FOR CHELSEA PROMENADE**

THIS AMENDMENT OF DECLARATION OF PROTECTIVE COVENANTS FOR CHELSEA PROMENADE (this "Amendment") is made and entered into effective as of July 30, 2008 (the "Effective Date"), by and between S.N.O., INC., an Alabama corporation (together with its successors and assigns, "Declarant"), REGIONS BANK, an Alabama banking corporation ("Regions"), ALABAMA TELCO CREDIT UNION (together with its successors and assigns, "Telco"), and BAPTIST HEALTH SYSTEM, INC., an Alabama nonprofit corporation (together with its successors and assigns, "Baptist").

Recitals

A. Pursuant to that certain Declaration of Protective Covenants for Chelsea Promenade dated September 18, 2007 and recorded as Instrument 20070919000440290 (the "Original Declaration"), Declarant subjected certain real property located in Chelsea, Shelby County, Alabama to the covenants, conditions and restrictions set forth in the Original Declaration.

B. Telco purchased and now owns a portion of such property described as Lot 1, according to the Survey of Alabama Telco Credit Union Addition to Chelsea, as recorded in Map Book 39, Page 29 in the Probate Office of Shelby County, Alabama ("Telco Property") and is constructing thereon a credit union building.

C. Declarant owns certain property adjacent to the Telco Property which is more fully described as Lot 2-C and Lot 2-D, being a resurvey of Lot 2 of Alabama Telco Credit Union Addition to Chelsea, as recorded in Map Book 40, Page 49, in the Probate Office of Shelby County, Alabama ("Declarant Property"), and Regions holds a mortgage on the Declarant Property.

D. Baptist is purchasing certain property adjacent to the Declarant Property which is more fully described as Lot 2-A and Lot 2-B, being a resurvey of Lot 2 of Alabama Telco Credit Union Addition to Chelsea, as recorded in Map Book 40, Page 49, in the Probate Office of Shelby County, Alabama ("Baptist Property").

E. For the benefit of the Telco Property, the Declarant Property and the Baptist Property, the parties have agreed to amend the Original Declaration on the terms set forth in this Amendment. The Original Declaration, as amended by this Amendment, is hereinafter referred to as the "Declaration."

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by reference as if set forth in full, together with the promises below, and intending to be legally bound and for other good and valuable consideration, the receipt and sufficiency of which

is hereby acknowledged, Declarant, Telco and Baptist, agree to amend the Declaration as follows:

1. Authority to Amend Declaration. Declarant, Telco and Baptist are the owners of all of the Declarant Property, the Telco Property and the Baptist Property. Regions Bank ("Mortgagee") is the mortgagee with mortgages on the Declarant Property and is a "Beneficiary" (as defined in the Declaration) of the Declaration. Accordingly, pursuant to Section 10.07 of the Declaration, Declarant, Telco, Baptist and the Mortgagee have the right to amend the Declaration.

2. Definition of Parcel. As of the Effective Date of this Amendment, the "Parcels" within the Property include each of the lots comprising the Declarant Property, the Telco Property and the Baptist Property.

3. Definition of Property. As of the Effective Date of this Amendment, all references in the Declaration to the "Property" shall be to the Declarant Property, the Telco Property and the Baptist Property, collectively. The reference in Section 1.11 and in Exhibit A of the Declaration to Map Book 29, Page 39 was in error. The correct reference to original subdivision of the Property is Map Book 39, Page 29, in the Probate Office of Shelby County, Alabama.

4. Membership. As of the Effective Date of this Amendment, the following is added to the end of Section 3.01 of the Declaration:

If any Owner owns more than one Parcel, such Owner shall be considered a Member of the Association with regard to each Parcel. Each Member shall be entitled to vote based on the number of Parcels owned by such Member. For example, if an Owner owns two (2) Parcels, that Owner will have two (2) votes on any matter submitted to the vote of the Members. The Association will maintain a current list of the names, addresses and phone numbers of each of the Members and will make such list available to the Members on request.

5. Environmental Covenants. As of the Effective Date of this Amendment, the following is added to the end of Section 4.09 of the Declaration:

Notwithstanding anything herein to the contrary, the Owner of a Parcel may: (a) generate and store medical waste on a Parcel so long as the same is disposed of in compliance with all applicable laws, rules and regulations; and (b) use *de minimus* quantities of Hazardous Substances for cleaning or other permitted uses so long as the same is used, stored and disposed of in compliance with all applicable laws, rules and regulations.

6. Architectural Control Committee. As of the Effective Date of this Amendment, the following is added to the end of Section 5.01 of the Declaration:

All rules and regulations of the Committee shall be in writing and a copy thereof shall be provided to all Members of the Association at the last address provided by the Members to the Association. After the Developer has sold all of its Property to third parties, the members of the Committee will be elected annually

at a meeting of the Members.

7. Basis for Disapproval of Plans. As of the Effective Date of this Amendment, Section 5.03(g) of the Declaration is deleted and the following Section 5.03(g) is substituted in lieu thereof:

(g) objection to the color scheme, finish, proportions, style of architecture or appropriateness of any proposed Structure and other improvements;

8. Prior Approval of the Committee. As of the Effective Date of this Amendment, Sections 6.01 (a) and (b) of the Declaration are hereby deleted.

9. Easements. In addition to the easement for access, ingress and egress set forth in Section 8.1(a) of the Declaration, there is established for the benefit of all Owners of Parcels (and not for the benefit of the general public), a private easement for access, ingress and egress over the approximately thirty (30) foot wide strips of property that are more particularly described on Exhibit A attached hereto and made a part hereof (collectively, the "Access Road Property").

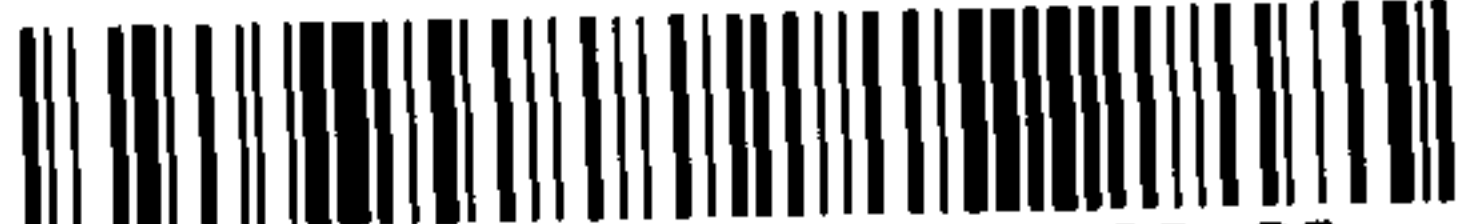
10. Restrictive Covenants. The following restrictive covenants are hereby added to the Declaration:

(a) No portion of the Declarant Property may be used for the delivery of any medical services other than dental services, optometric services, chiropractic services and prescription drug sales and services, without the prior mutual written approval of Baptist, for a period of fifty (50) years beginning on the Effective Date of this Amendment.

11. No Further Amendments. Except as expressly modified and amended hereby, the Declaration shall remain in full force and effect and unchanged.

12. Counterparts. This Amendment may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]


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IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date first written above.

S.N.O., INC.

By: 

Name: Steve BSA

Title: President

REGIONS BANK

By: _____

Name: _____

Title: _____

ALABAMA TELCO CREDIT UNION

By: 

Name: LINDA CEN'cula

Title: President / CEO

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date first written above.

S.N.O., INC.

By: _____

Name: _____

Title: _____

REGIONS BANK

By: Todd Harris

Name: Todd Harris


Title: VP

ALABAMA TELCO CREDIT UNION

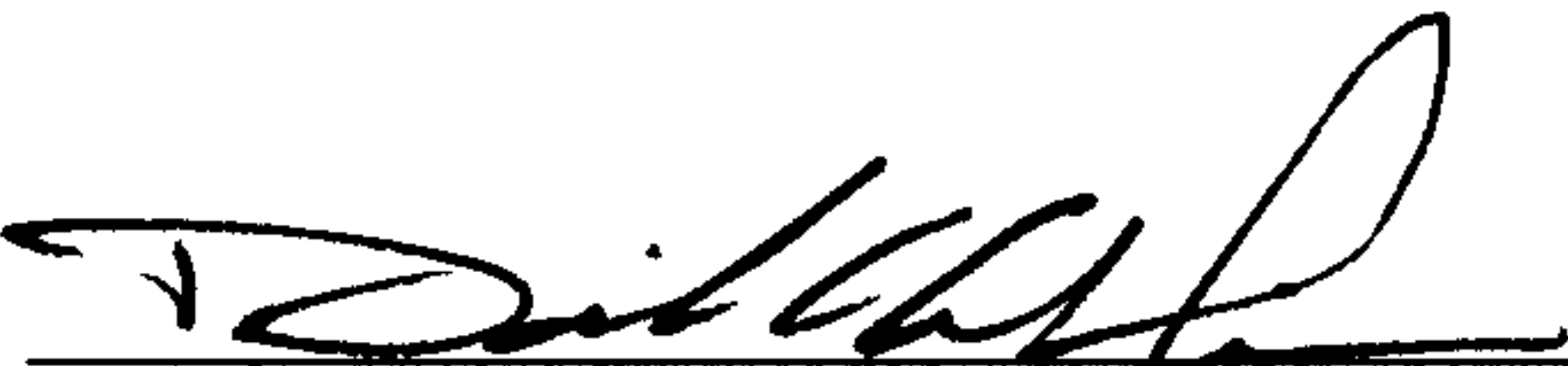
By: _____

Name: _____

Title: _____


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**BAPTIST HEALTH SYSTEM, INC. DBA
SHELBY BAPTIST MEDICAL CENTER**

By: 
Name: David C. Wilson
Title: President



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STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of S.N.O., 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 the 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 this _____ day of _____, 2008.

Notary Public

(SEAL)

My commission expires: _____

STATE OF ALABAMA)
COUNTY OF Jefferson)


I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Todd Harris, whose name as Vice President of Regions Bank, an Alabama banking 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 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 this 31st day of July, 2008.

Karen Z. Ussy
Notary Public

(SEAL)

My commission expires: 4/3/11


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STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that STEVE ISSIS, whose name as President of S.N.O., 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 the 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 this 30th day of July, 2008.

Anne P. Marshall
Notary Public

(SEAL)

My commission expires: 3/12/2011

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of Regions Bank, an Alabama banking 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 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 this _____ day of _____, 2008.

Notary Public

(SEAL)

My commission expires: _____



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STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Linda Cencula, whose name as President / CEO of Alabama Telco Credit Union, a Fin. Institution, 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said duty on the day the same bears date.

Given under my hand and official seal this 29 day of July, 2008.

Bryan Kendall Monro
Notary Public

(SEAL)

My commission expires: 12-29-09

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that David C. Wilson, whose name as President of Baptist Health System, Inc. dba Shelby Baptist Medical Center, an Alabama nonprofit 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 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 this 30th day of July, 2008.

Mary Beta O'Neill
Notary Public

(SEAL)

My commission expires: 7/26/2009

This instrument was prepared by:

M. Beth O'Neill
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions/Harbert Plaza
Birmingham, Alabama 35203-2618



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EXHIBIT A

Description of Access Road Property

30' Access Road Easement Between Lot 2A & 2B

Commence at the Southwestern most corner of Lot 2, Alabama Telco Credit Union Addition to Chelsea, as recorded in Map Book 39, Page 29 in the Office of the Judge of Probate, Shelby County, Alabama, said point also being on a curve turning to the left on the Northern most right of way line of U.S. Highway 280, said curve having a radius of 11609.16, a central angle of 00 degrees 54 minutes 22 seconds and a chord distance of 183.60 feet; thence run in an Easterly direction along the arc of said curve and along said right of way line and along the South boundary of Lot 2 for a distance of 183.61 feet to the POINT OF BEGINNING of a centerline of a 30 foot wide easement lying 15 feet on each side of, parallel to and abutting said centerline; thence turn an interior chord angle to the right of 96 degrees 22 minutes 27 seconds and run in a Northerly direction for a distance of 235.90 feet; thence turn an interior angle to the left of 183 degrees 37 minutes 30 seconds and run in a Northerly direction for a distance of 47.04 feet; thence turn an interior angle to the left of 99 degrees 20 minutes 57 seconds and run in a Northeasterly direction for a distance of 184.08 feet; thence turn an interior angle to the right of 177 degrees 44 minutes 52 seconds and run in a Northeasterly direction for a distance of 156.15 feet to a point on the Western most right of way line of Shelby County Road No. 39 and the end of the easement herein described.

30' Access Road Easement (Lot 2-C)

Commence at the Southeast corner of Lot 1, Alabama Telco Credit Union Addition to Chelsea, as recorded in Map Book 39, Page 29 in the Office of the Judge of Probate, Shelby County, Alabama, said point also being on the Northern most right of way line of U.S. Highway 280; thence run in a Northerly direction along the Eastern most line of Lot 1 for a distance of 46.09 feet to the POINT OF BEGINNING of a centerline of a 37 foot wide easement lying 18.5 feet on each side of, parallel to and abutting said centerline; thence deflect right 83 degrees 45 minutes 46 seconds and run in an Easterly direction for a distance of 168.58 feet to the end of the easement herein described.