

This is prepared by and upon recording return to:  
Clayton T. Sweeney, Attorney at Law  
2700 Highway 280 East, Suite 160  
Birmingham, Alabama 35223

STATE OF ALABAMA )

SHELBY COUNTY ) KNOW ALL MEN BY THESE PRESENTS:

**SECOND AMENDMENT TO DECLARATION OF  
RESTRICTIVE COVENANTS AND OPERATING AGREEMENT**

**WITNESSETH:**

WHEREAS, on or about August 7, 2007 the undersigned Double J&O, LLC (“hereinafter referred to as “Developer”) recorded a Declaration of Restrictive Covenants and Operating Agreement (“Declaration”) as Instrument #20070807000366510, and the First Amendment to Declaration of Restrictive Covenants and Operating Agreement as recorded in Instrument #20080221000071160, in the Probate Office of Shelby County, Alabama; and

WHEREAS, Double J&O is the owner of Lots 3 and 4, according to the Amended Map of Chelsea Pointe, as recorded in Map Book 38, Page 146, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama; and

WHEREAS, KG, LLC is the owner of Lots 5 and 6, according to the Amended Map of Chelsea Pointe, as recorded in Map Book 38, Page 146, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama; and

WHEREAS, Superior Bank is the owner of Lot 1, according to the Amended Map of Chelsea Pointe, as recorded in Map Book 38, Page 146, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama; and

WHEREAS, Chelsea Sonic Real Estate, LLC is the owner of Lot 2, according to the Amended Map of Chelsea Pointe, as recorded in Map Book 38, Page 146, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama; and

WHEREAS, J. Anthony Joseph is the owner of Lot 7, according to the Amended Map of Chelsea Pointe, as recorded in Map Book 38, Page 146, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama, (collectively herein referred to as “Owners”); and

WHEREAS, Developer desires to amend the Declaration.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the undersigned, representing all the managing members, acting pursuant to the their authority to amend the Declaration as granted in Paragraph 8 of the Declaration, hereby amend the Declaration as follows:

1. Paragraph 2, **Signage Area**, of the Declaration is amended to read as follows: Whereas, Double J&O having previously reserved the signage area, depicted on Exhibit “B” of Declaration (the “Signage Area”), for future retail signage that any one or more Owners (the “Participating Owners”) may elect to construct (the “Retail Sign”) to benefit such Owner or Owners as may choose to construct the Retail Sign. The Developer, Double J & O, hereby terminates the reserved signage area as previously reserved on Exhibit “B” of the Declaration and in the First Amendment to Declaration and specifically on Lot 4 of Chelsea Pointe. Double J & O has elected

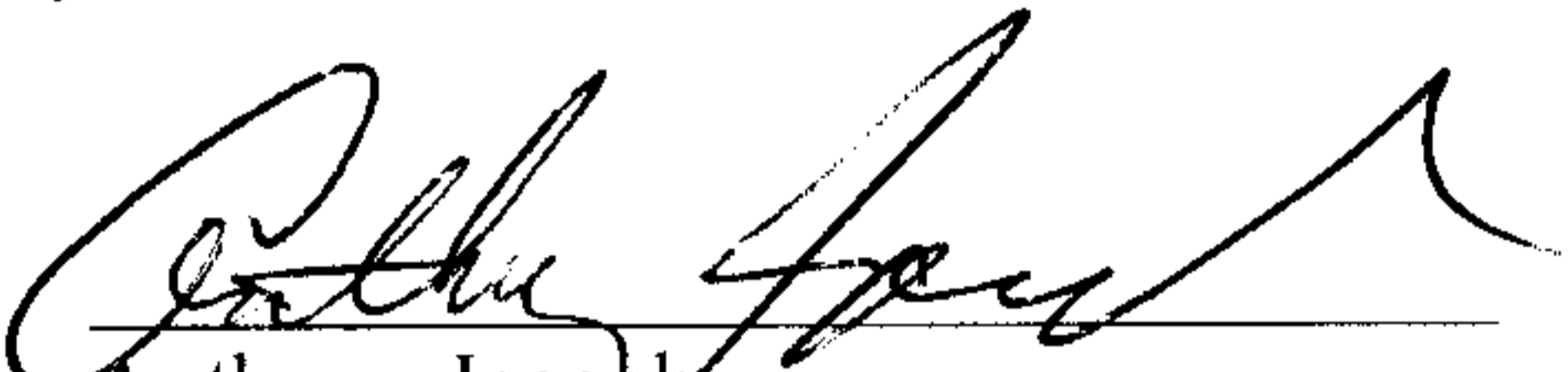
CLAYTON T. SWEENEY, ATTORNEY AT LAW

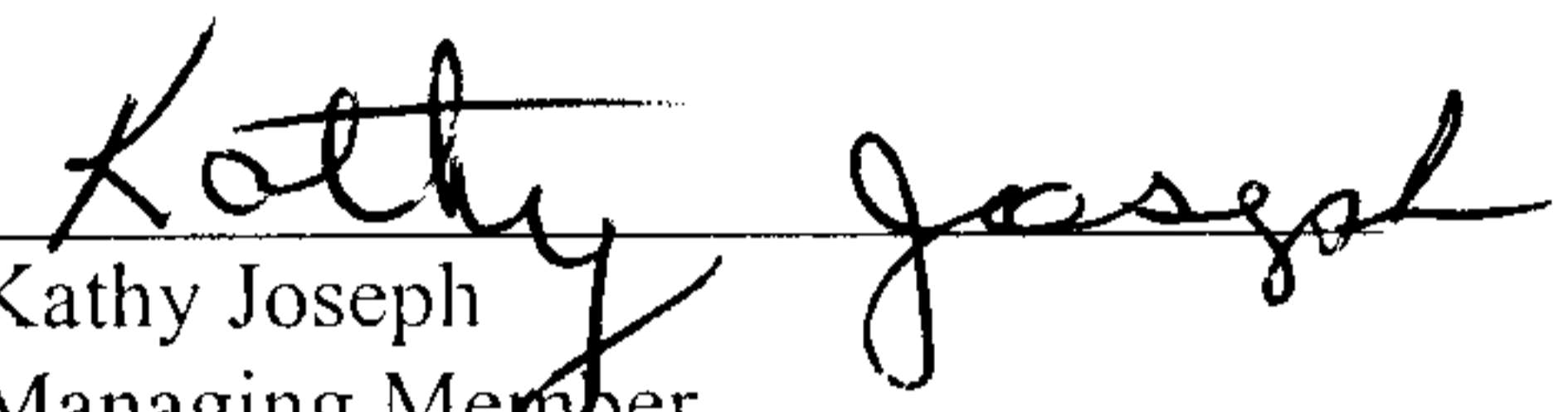
not to construct the "Retail Sign" as referenced in Paragraph 2 of the Declaration and Paragraph 1 of the First Amendment to Declaration. Therefore, Paragraph 2 of the Declaration and Paragraph of the First Amendment are hereby deleted in their entirety. All further reference to the signage area is hereby deleted.


2. Except as expressly stated herein, all other terms and provisions of the Declaration and First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by its members on this \_\_\_\_\_ day of March, 2009.

DOUBLE J&O, LLC, an Alabama limited liability company

By:   
Anthony Joseph  
Its: Managing Member

By:   
Kathy Joseph  
Its: Managing Member

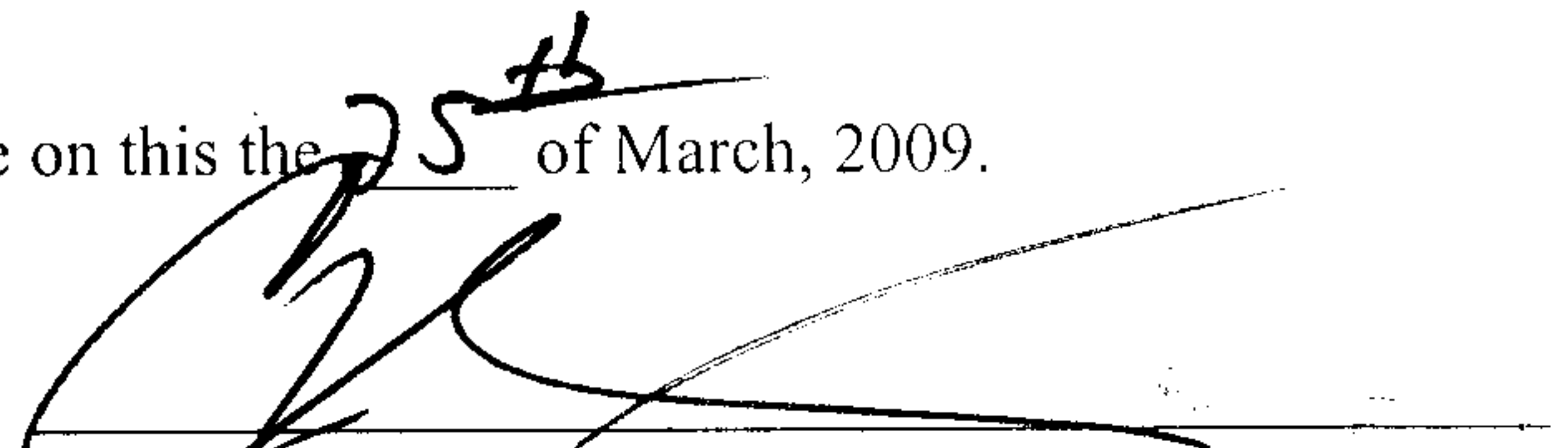
By:   
Gail Owen  
Its: Managing Member



STATE OF ALABAMA )  
SHELBY COUNTY )

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Anthony Joseph, as Managing Member of Double J&O, LLC, an Alabama limited liability company, whose name is signed to the foregoing First Amendment to Declaration of Restrictive Covenants and Operating Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said First Amendment, makes oath that he, as such officer and with full authority, has read the foregoing First Amendment and knows the contents thereof, executed the same voluntarily for and as the act of said limited liability company on this date.

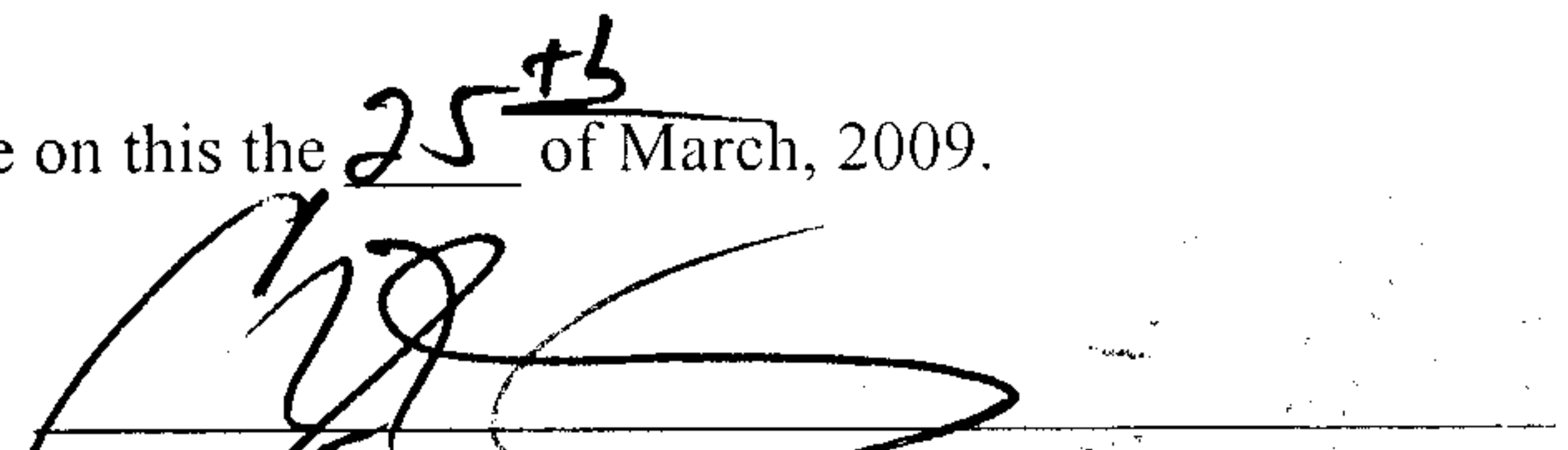
SUBSCRIBED AND SWORN to before me on this the 25<sup>th</sup> of March, 2009.

  
Notary Public  
My Commission Expires: 6-5-2011

STATE OF ALABAMA )  
SHELBY COUNTY )

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Kathy Joseph, as Managing Member of Double J&O, LLC, an Alabama limited liability company, whose name is signed to the foregoing First Amendment to Declaration of Restrictive Covenants and Operating Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said First Amendment, makes oath that she, as such officer and with full authority, has read the foregoing First Amendment and knows the contents thereof, executed the same voluntarily for and as the act of said limited liability company on this date.

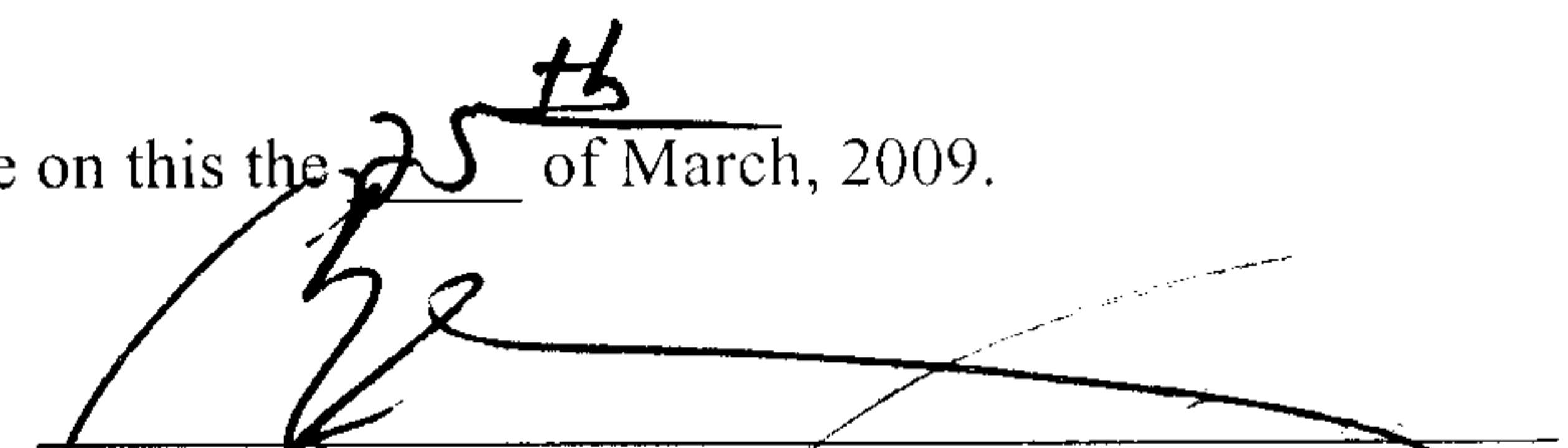
SUBSCRIBED AND SWORN to before me on this the 25<sup>th</sup> of March, 2009.

  
Notary Public  
My Commission Expires: 6-5-2011

STATE OF ALABAMA )  
SHELBY COUNTY )

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Gail Owen, as Managing Member of Double J&O, LLC, an Alabama limited liability company, whose name is signed to the foregoing First Amendment to Declaration of Restrictive Covenants and Operating Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said First Amendment, makes oath that she, as such officer and with full authority, has read the foregoing First Amendment and knows the contents thereof, executed the same voluntarily for and as the act of said limited liability company on this date.

SUBSCRIBED AND SWORN to before me on this the 25<sup>th</sup> of March, 2009.

  
Notary Public  
My Commission Expires: 6-5-2011