

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

**FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHELSEA STATION, A RESIDENTIAL SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHELSEA STATION, A RESIDENTIAL SUBDIVISION (this "Amendment") is made and entered into as of the 12th day of March, 2010 by the undersigned Owners who collectively hold ninety nine and twenty eight hundredths percent (99.28%) of the total votes in the Association, as hereinafter defined.

R E C I T A L S :

Chelsea Station, LLC ("Developer") has heretofore caused the Declaration of Protective Covenants, Conditions and Restrictions for Chelsea Station, a Residential Subdivision dated as August 27, 2007 (the "Declaration") to be recorded as Instrument No. 20070829000407640 in the Office of the Judge of Probate of Shelby County, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

Developer is no longer the owner of any of the Lots subject to the Declaration.

Pursuant to Section 10.3 of the Declaration, the Declaration may be amended at any annual or special meeting of the members of the Chelsea Station Owners' Association, Inc. (the "Association") by the vote of at least fifty-one percent (51%) of the total votes in the Association.

On March 12, 2010, a special meeting of the members of the Association was held at 10:00 a.m. Central Standard Time at the model home in Chelsea Station, which model home is situated at 109 Chelsea Station Drive, Chelsea, AL 35043 pursuant to written notice of such special meeting given to all Owners on March 1, 2010 (which notice of special meeting also specifically included as part of the agenda a discussion and vote concerning the proposed amendment to the Declaration set forth below).

At the aforesaid special meeting of the Association, which was attended by 100% of all owners within the Development, a proposal was made to change the minimum Living Space requirements for all Dwellings within the Development. At such meeting, Owners holding ninety nine and twenty eight hundredths percent (99.28%) of the total number of votes in the Association affirmatively approved the amendment to the Declaration set forth in this Amendment.

NOW, THEREFORE, in consideration of premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Owners, who collectively hold ninety nine and twenty eight hundredths percent (99.28%) of the total number of votes in the Association, do hereby consent to and approve of the following amendment to the Declaration:

1. **Amendment to Minimum Living Space Requirements.** Section 6.6 of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:

“6.6 **Minimum Living Space.** Each detached Dwelling situated within the Development shall contain the following minimum Living Space: (a) for one (1) story only Dwellings, each such Dwelling shall contain at least 1,200 square feet of Living Space; (b) for one and one-half (1-½) story Dwellings, each such Dwelling shall contain at least 1,650 square feet of Living Space with a minimum of 1,200 square feet of Living Space on the first floor (at street level) of such Dwelling; and (c) for two (2) story Dwellings, each such Dwelling shall contain at least 2,200 square feet of Living Space.”

2. **Full Force and Effect.** Except as expressly modified and amended herein, all the terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the Owners whose signatures are set forth below, which Owners hold ninety nine and twenty eight hundredths percent (99.28%) of the total number of votes in the Association.

[Signature Pages of Owners are attached]

SIGNATURE PAGE OF OWNERS

The undersigned, FIRST COMMERCIAL BANK, an Alabama banking corporation, as the owner of Lots 1-13, inclusive, and Lots 15 through 137, inclusive, of Chelsea Station, as recorded in Map Book 38, Page 109 in the Office of the Judge of Probate of Shelby County, Alabama, does hereby consent to and agree to all of the terms and provisions of the foregoing amendment to the Declaration dated March 12, 2010.

Dated as of the 12th day of March, 2010.

FIRST COMMERCIAL BANK

By: [Signature]

Its: Vice President

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that J. Mike Carter, whose name as Vice president of FIRST COMMERCIAL 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 12th day of March, 2010.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: 1-29-13