


This instrument was prepared by:
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20111122000354300 1/6 \$30.00
Shelby Cnty Judge of Probate, AL
11/22/2011 11:32:00 AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

**SUPPLEMENTARY DECLARATION AND AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CHELSEA PARK 6TH SECTOR, FIFTH ADDITION
A RESIDENTIAL SUBDIVISION,**

KNOW ALL MEN BY THESE PRESENTS THAT,

WHEREAS, Chelsea Park, Inc. ("Developer") and Chelsea Park Residential Association, Inc. (the "Association") previously filed a Declaration of Covenants, Conditions and Restrictions in the Probate Office of Shelby County, Alabama, recorded on October 26, 2004, as Instrument Number 20041014000566970 (the "Original Declaration") with respect to certain real property situated in Shelby County, Alabama, which is part of a residential subdivision known as Chelsea Park, A Residential Subdivision (the "Development"), and which is more particularly described in the Plat of Chelsea Park, 3rd Sector, as recorded in Map Book 34, at pages 23A and 23B in said office, all being recorded in the Probate Office of Shelby County, Alabama; previously filed a Supplementary Declaration and Amendment to the Declaration of Covenants, Conditions and Restrictions for Chelsea Park 3rd and 6th Sector, a Residential Subdivision recorded on July 7, 2006, as Instrument Number 20060720000351160, (the "Supplemental Declaration") with respect to certain real property situated in Shelby County, Alabama, which is more particularly described in the Plat of Chelsea Park, 3rd Sector, as recorded in Map Book 34, at pages 23A and 23B and in the Plat of Chelsea Park, 6th Sector, as recorded in Map Book 37, Page 13, all in the Probate Office of Shelby County, Alabama; previously filed a Supplementary Declaration and Amendment to the Declaration of Covenants, Conditions and Restrictions for Chelsea Park 6th Sector, Fourth Addition, a Residential Subdivision recorded on November 22, 2011, as Instrument Number 20111122000354290, (the "Supplemental Declaration") with respect to certain real property situated in Shelby County, Alabama, which is more particularly described in the Plat of Chelsea Park, 6th Sector, Fourth Addition, as recorded in Map Book 42, at page(s) 119;

WHEREAS, Developer owns certain additional real property (the "Subject Property") situated in Shelby County, Alabama, which is proposed to be developed as part of the Development, and which is more particularly described in the Plat of Chelsea Park, 6th Sector, Fifth Addition, as recorded in Map Book 42 at page 120 in the Probate Office of Shelby County, Alabama;

WHEREAS, Developer has created the Association pursuant to the Declaration of Easements and Master Protective Covenants for Highland Lakes recorded as Instrument Number 20041014000566950 in the Probate Office of Shelby County, Alabama, (the "Master Covenants"), for the purpose of maintaining certain property located adjacent to or near the Subject Property (the "Common Areas") which the Developer intends to be for the non-exclusive use and benefit of the owners of the Subject Property as part of the Development, regulating the use of the Common Areas, and levying assessments for the maintenance, preservation and regulation of the Common Areas;

WHEREAS, the Developer desires to submit the Subject Property to the Original Declaration and the Master Covenants and to amend the Original Declaration in certain respects with respect to the Subject Property in accordance with and pursuant to the terms of the Master Covenants and Original Declaration, which permit the Developer, with the approval in writing of the Association, to evidence the submission of such property to the Original Declaration and the Master Covenants and amendments to the Original Declaration by filing a Supplementary Declaration to that effect in the Office of the Judge of Probate of Shelby County, Alabama;

NOW THEREFORE, the Developer and the Association (collectively the "Declarants"), do, upon the recording hereof, declare and make the Subject Property and any portion thereof subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations of the Original Declaration and the Master Covenants, as each has been heretofore amended and as amended hereby, all of which are declared to be in furtherance of a plan for the use and improvement of the Subject Property in a desirable and uniform manner and for the maintenance, preservation, and regulation of the Common Areas within the property subject to the Original Declaration and the Master Covenants.

ARTICLE I

The Declarants hereby reaffirm and restate the terms and provisions of the Original Declaration and the Master Covenants in their entirety without any change whatsoever, except as follows:

1. The legal description of the property subject to the Original Declaration and the Master Covenants is hereby amended to include the Subject Property.
2. Declarants hereby amend Article III of the Original Declaration to add paragraph 3.5 to said Declaration to include the following described easement to serve the Access Drive Property:

3.5 Access Drive Easement.

(i) (A) Developer does hereby establish and reserve for itself, the ARC, the Association, the Owners and Occupants of the Access Drive Property, including their respective family members, guests, tenants, agents, servants, employees, representatives, invitees, successors and assigns, a permanent and perpetual nonexclusive easement for an access drive appurtenant over, across, through and upon a strip of land twenty feet in width behind Lots 6-39 through 6-57 (the "**Access Drive Property**") with access to Fairview Lane between Lots 6-38 and 6-39, between lots 6-52 and 6-53, and between Lots 6-57 and 6-58, which access drive easement will be in substantially the location of the Common Area and Ingress/Egress Easement reflected on the Record Map of Chelsea Park 6th Sector, Third Addition, as recorded in Map Book 42, Page 1, as recorded in the Probate Office of Shelby County, Alabama, and on the Record Map of Chelsea Park 6th Sector, Fourth Addition, as recorded in Map Book 42, Page 119, as recorded in the Probate Office of Shelby County, Alabama, and on the Record Map of Chelsea Park 6th Sector, Fifth Addition, as recorded in Map Book 42, Page 120, as recorded in the Probate Office of Shelby County, Alabama, and shall be for the benefit of the Owners and Occupants, their respective family members, guests, tenants, agents, servants, employees, or invitees, of the Access Drive Property ("Owners and Occupants") for their ingress and egress to and from the public streets and the rear boundaries of the Access Drive Property; and (B) Developer does hereby establish and reserve for itself, the ARC, the Association, the Owners and Occupants of the Access Drive Property, including their respective family members, guests, tenants, agents, servants, employees, representatives, invitees, successors and assigns, a permanent and perpetual easement for Common Driveways appurtenant over, across, through and upon the common boundary constructed in accordance with Section 6.18 (a) below for the exclusive benefit of the Owners and Occupants of the Lots upon which the Common Driveway is constructed ("Driveway Property"). The easements shall run with the land and shall be a Limited Common Area for the benefit of the Access Drive Property and the Driveway Property and the Owners and Occupants of the Access Drive Property and the Driveway Property shall be required to pay Limited Common Area Assessments for the maintenance, repair and replacement of their respective easement areas.

3. Declarants hereby ratify and approve the waiver by the ARC of certain architectural requirements in Article VI of the Original Declaration and hereby amend Article VI of the Original Declaration to modify the architectural requirements to conform with the prior waiver in accordance with the following:

- (a) Section 6.6 is hereby amended by reducing the minimum amount of Living Space for a Dwelling from 1,250 square feet to 1,000 square feet.
- (b) Section 6.7 is hereby amended by deleting Section 6.7 (b)(ii) from the requirements for the landscaping plan of a Dwelling; and

(c) Section 6.10 is hereby amended to permit vinyl exterior finish materials for a Dwelling subject to approval by the ARC as to color and quality. ‘

(d) Section 6.12 is hereby amended by deleting Section 6.12 in its entirety and amending Section 6.12 to read as follows:

6.12 Garages. Each Dwelling shall not be required to have garages so long as the Lot provides for off street parking for at least two automobiles in such location as may be approved by the ARC. Carports may be permitted, subject to the approval of the ARC. Dwelling with garages shall keep garage doors closed at all times except when in use. No garage shall be converted to any used other than for the parking of vehicles therein without the approval of the ARC and the Association.

(e) Section 6.18 is hereby amended to add section 6.18 (a) to read as follows:

6.18. The ARC may, in its discretion, allow the Owners of two contiguous Lots to construct a common drive (a “**Common Driveway**”) along the common boundary line between the two Lots to provide rear entry vehicular access to the dwellings constructed on such Lots. As a condition to the grant of such authority, the ARC shall require each Owner of the two contiguous Lots to execute a written application for a Common Driveway in which each each of the Owners agrees to use the Common Driveway for ingress and egress under the easement described in Section 3.5 (i) (B) above; to jointly construct the Common Driveway at their common expense; and to maintain the Common Driveway as a Limited Common Area for the benefit of the two Lots with the costs of maintenance, replacement, and repair to be a Limited Common Area Expense. In the event that a Common Driveway is constructed, the Owners of the two Lots shall execute a Common Driveway easement agreement providing for ingress/egress and for the maintenance, replacement and repair to be a Limited Common Expense.

4. It is the intention of the Developer to submit the Subject Property to the Master Covenants pursuant to Section 2.2(a) of the Master Covenants and to the Original Declaration pursuant to Section 2.2 of the Original Declaration so that the Subject Property will be part of the Development (as defined in the Original Declaration) and the members of the ARC (as defined in the Original Declaration) will be members of the Association. The Subject Property shall be subject in all respects to the Master Covenants and the Original Declaration, as amended hereby.

ARTICLE II

Declarants hereby declare that said provisions of the Original Declaration and Master Covenants as so amended shall run with the land and be binding upon, and shall inure to the benefit of, the real property, including the Subject Property, subject to the Original Declaration as amended hereby and all parties having or acquiring any right, title or interest in and to said real property or any part thereof, and their successors in interest.

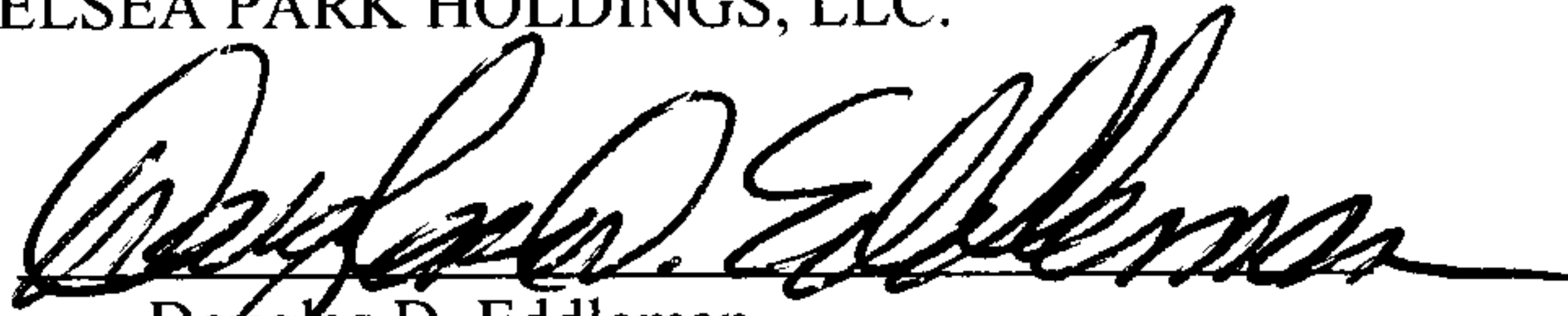
ARTICLE III

The Association has joined in the execution of this Supplementary Declaration for the purpose of evidencing its written approval of the submission of the Subject Property to the Original Declaration and Master Covenants as herein provided and does hereby authorize the filing of this Supplementary Declaration with the Office of the Judge of Probate of Shelby County, Alabama.

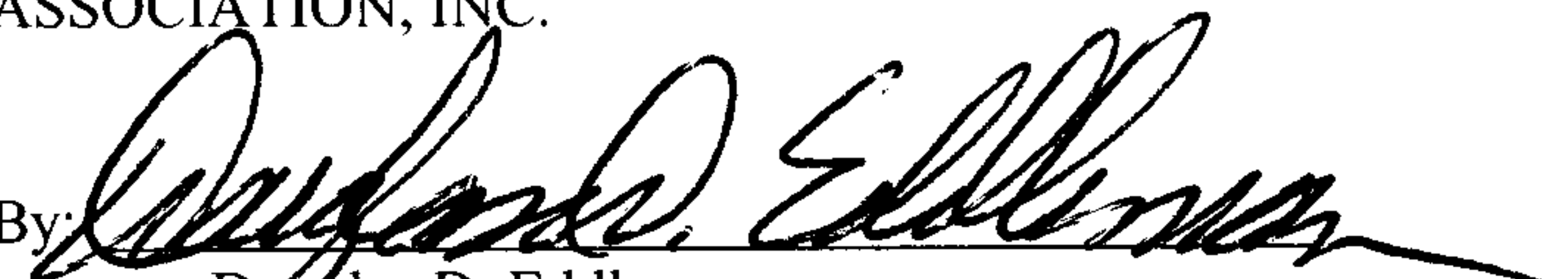
IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the 22nd
day of November, 2011

DECLARANTS:

CHELSEA PARK HOLDINGS, LLC.

By: 
Douglas D. Eddleman
Managing Member

CHELSEA PARK RESIDENTIAL
ASSOCIATION, INC.

By: 
Douglas D. Eddleman
Its: President

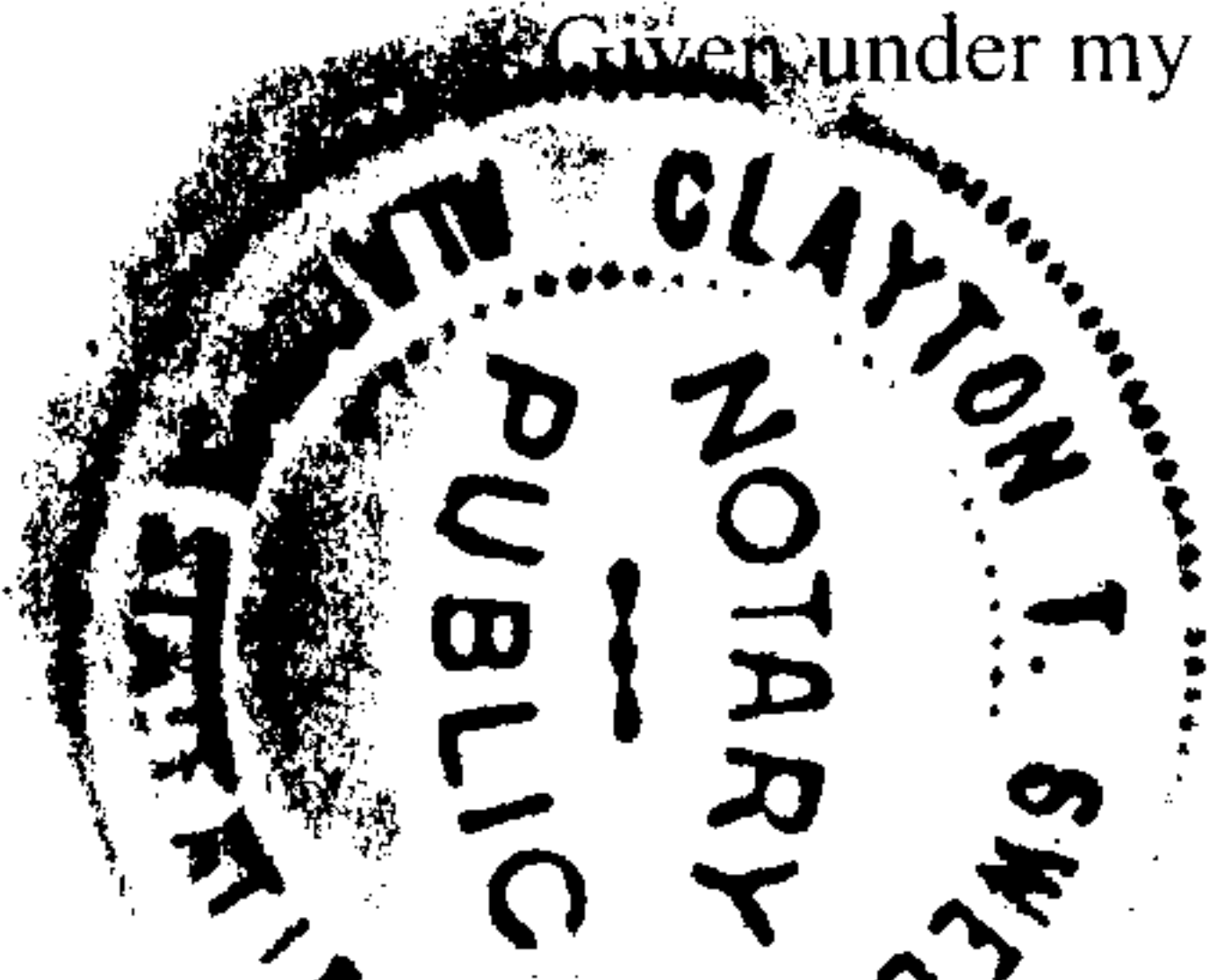


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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as Managing Member of Chelsea Park Holdings, LLC, an Alabama Limited Liability Company, is signed to the foregoing Supplementary Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Supplementary Declaration, he, as such managing member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this 22nd day of November, 2011.



STATE OF ALABAMA)
JEFFERSON COUNTY)

Notary Public

My Commission Expires:

6-5-2015

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., an Alabama nonprofit corporation, is signed to the foregoing Supplementary Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Supplementary Declaration, 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 of office this 22nd day of November, 2011.



Notary Public

My Commission Expires:

6-5-2015

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CONSENT OF LENDER

Compass Bank as the holder and owner of a mortgage, which secures the real property made subject to the Declaration of Covenants, Conditions and Restrictions for Chelsea Park, a Residential Subdivision, as amended by the foregoing Supplementary Declaration and Amendment, and to be recorded in the Probate Office of Shelby County, Alabama, does hereby consent to the filing of the Declaration and does hereby agree that said property shall remain subject to the terms and conditions of the Declaration if the bank should succeed to the interest of the mortgagor by foreclosure of its mortgage or by accepting a deed in lieu of the foreclosure.

IN WITNESS WHEREOF, the undersigned has executed this consent on this 22nd day of November, 2011.

COMPASS BANK

By: 

Ben Hendrix

Its: Senior Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said County in said State, hereby certify that Ben Hendrix, whose name as Senior Vice President of COMPASS BANK, an Alabama bank, 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 with full authority, executed the same voluntarily for and as the act of said corporation.


Under my hand and official seal, this the 22nd day of November, 2011.




Notary Public

My Commission Expires: 6-5-2015

This instrument prepared by:
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Attorney At Law
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