

This instrument was prepared by:

Jack P. Stephenson, Jr.
Burr & Forman LLP
420 N. 20th Street, Suite 3400
Birmingham, Alabama 35203

STATE OF ALABAMA)
COUNTY OF SHELBY)

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

KNOW ALL MEN BY THESE PRESENTS THAT,

WHEREAS, Chelsea Park, Inc. ("Original 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;

WHEREAS, Original Developer filed a Supplementary Declaration and Amendment to the Declaration of Covenants, Conditions and Restrictions for Chelsea Park 3rd and 6th Sectors, a Residential Subdivision, recorded on July 20, 2006, as Instrument No. 20060720000351160 in the Probate Office of Shelby County, Alabama, in order to amend the Original Declaration in certain respects and to add certain real property situated in Shelby County, Alabama, as part of the Development which additional property is more particularly described in the Plat of Chelsea Park, 6th Sector, as recorded in Map Book 37 at page 13 in the Probate Office of Shelby County, Alabama;

WHEREAS, by deed recorded on September 14, 2011, in the Probate Office of Shelby County, Alabama as Instrument 20110915000274030, Chelsea Park, Inc. assigned to Chelsea Park Holding, LLC (the "Successor Developer") all of its rights and obligations as "Developer" under the Master Covenants (herein defined) and Sector Covenants (herein defined). Any reference to the "Developer" in the Master Covenants and Sector Covenants shall refer to the Original Developer and Successor Developer as there interests may appear;

WHEREAS, Successor Developer filed for record in the Probate Office of Shelby County, Alabama, a separate Supplementary Declaration and Amendment to Declaration of Covenants, Conditions and Restrictions for Chelsea Park, 3rd and 6th Sectors, a Residential Subdivision to add the following additional property to the Development: (a) Instrument No. 20111122000354260 added the Third Addition to the 6th Sector as described in Map Book 42, Page 1 in said office; (b) Instrument No. 20111122000354280 added the Fourth Addition to the 6th Sector of Chelsea Park as described in Map Book 42, Page 119 in said office; and (c) Instrument No. 201122000354300 added the Fifth Addition to the 6th Sector as described in Map Book 42, Page 120 in said office (the Original Declaration as supplemented and amended by each of the Supplementary Declarations and Amendments referenced herein are collectively referred to as the "Sector Covenants");

WHEREAS, Successor Developer owns additional real property situated in Shelby County, Alabama (the "Subject Property") which is proposed to be developed as part of the Development and which is more particularly described on Exhibit A attached to this Supplementary Declaration;

WHEREAS, Original 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

CLAYTON T. SWEENEY, ATTORNEY AT LAW

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

NOW THEREFORE, the Successor 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 Sector Covenants 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 Sector Covenants and the Master Covenants.

ARTICLE I

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

1. The legal description of the property subject to the Sector Covenants and the Master Covenants is hereby amended to include the Subject Property.
2. Declarants hereby amend Article III of the Sector Covenants to add an easement for ingress and egress for the benefit of certain Lots in the Subject Property by adding the following as Section 3.5 of the Sector Covenants:

3.5 Access Drive Easements.

(a) Developer does hereby establish and reserve a permanent and perpetual easement over and across a strip of land twenty feet in width lying parallel to and running along the common exterior rear boundaries of Lots 6-39 through 6-57 (the "Access Drive Property") with access to Fairview Lane over strips of land twenty feet in width between Lots 6-38 and 6-39, Lots 6-52 and 6-53, and Lots 6-57 and 6-58 for the purpose of constructing and maintaining an access drive to provide ingress and egress to and from the Access Drive Property and Fairview Lane. The easement shall be appurtenant to the Access Drive Property for the benefit of the Owners and Occupants of the Access Drive Property and their respective family members, guests, tenants, agents, servants, employees and invitees for use in common with all persons for whose benefit the easement is hereby reserved. The access drive when and if constructed shall be a Limited Common Area for the Access Drive Property, and the Owners of the Access Drive Property may be required to pay Limited Common Area Assessments for the maintenance, repair and replacement of the access drive. Developer reserves the right for itself and the Association to have access to the easement premises for the purpose of constructing, repairing, maintaining and replacing the access drive; provided that neither the Developer nor the Association shall have any obligation to construct the access drive.

(b) Developer hereby establishes and reserves a permanent and perpetual easement over and across a strip of land ten feet in width with the center line being the common boundary of the two Lots upon which a common driveway has been constructed by the Owners of

such Lots in accordance with Section 6.18 of the Sector Covenants as amended by this Supplementary Declaration (a "Common Driveway"). The easement for the Common Driveway shall be for the exclusive use of the Owners and Occupants of the Lots upon which the Common Driveway has been constructed (the "Driveway Lots"), and their respective family members, guests, tenants, agents, servants, employees and invitees, to provide ingress and egress from the public streets fronting the Driveway Lots to an area to the rear of the Residences constructed on the Driveway Lots; provided that the Common Driveway shall not be used for parking any vehicles. Each Common Driveway shall be a Limited Common Area for the Driveway Lots having the exclusive right to use the Common Driveway and the Owners of the Driveway Lots shall be responsible for the maintenance, repair and replacement of the Common Driveway constructed on their respective Lots in equal shares. Developer reserves the right for itself and the Association to have access to each Common Driveway for the purpose of maintaining, repairing and replacing the Common Driveway to the extent required to maintain the Common Driveway in good and usable condition and to fund the cost of such maintenance, repair or replacement with Limited Common Area Assessments assessed against the Owners of the Driveway Lots for whose benefit the Common Driveway has been constructed. Notwithstanding anything herein to the contrary, neither the Developer nor the Association shall have any obligation to construct a Common Driveway.

3. Declarants hereby amend Article VI of the Sector Covenants to modify the architectural requirements by deleting Section 6.12 therefrom in its entirety and by substituting in lieu thereof the following:

6.12 Garages. Each Dwelling shall provide for adequate off-street parking for at least two (2) automobiles in such locations as may be approved by the ARC. Parking areas may be constructed as driveways, garages, carports or other improvements approved by the ARC. The parking areas shall be located within the boundaries of a Lot and shall not be located on landscaped or natural areas.

4. Declarants hereby amend Article VI of the Sector Covenants to set forth the conditions for the ARC to approve the construction of a common driveway upon the common boundary of two Lots by adding the following to Section 6.18 thereof:

The ARC may, in its discretion, approve the construction of a Common Driveway ("Common Driveway") along the common boundary line of two Lots subject to the following conditions: the Common Driveway shall be constructed as herein required on a strip of land ten feet in width with the center line being the common boundary of the two Lots; the construction of the Common Driveway shall be jointly undertaken by the Owners of the Lots and they shall be responsible for the cost of construction in equal shares; and the Owners of the Lots will acknowledge and agree that the use of the Common Driveway and the maintenance, repair and replacement thereof shall be subject to the provisions of Section 3.5(b) of the Sector Covenants as amended by this Supplementary Declaration.

5. 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 Sector Covenants pursuant to Section 2.2 of the Sector Covenants so that the Subject Property will be part of the Development (as defined in the Sector Covenants) 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 Sector Covenants, as amended hereby.

ARTICLE II

Declarants hereby declare that said provisions of the Sector Covenants 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 Sector Covenants 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. To the extent

any amendments to the Sector Covenants set forth herein are inconsistent with previously filed amendments to the Sector Covenants, the amendments in this Supplementary Declaration shall govern in all respects.

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 Sector Covenants 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.

[Signatures on following page.]



20111123000355310 5/10 \$45.00
Shelby Cnty Judge of Probate, AL
11/23/2011 09:28:41 AM FILED/CERT

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the 23rd
day of November, 2011.

DECLARANTS:

CHELSEA PARK HOLDING, LLC

By:


Douglas D. Eddleman
President

CHELSEA PARK RESIDENTIAL
ASSOCIATION, INC.

By:

Its:

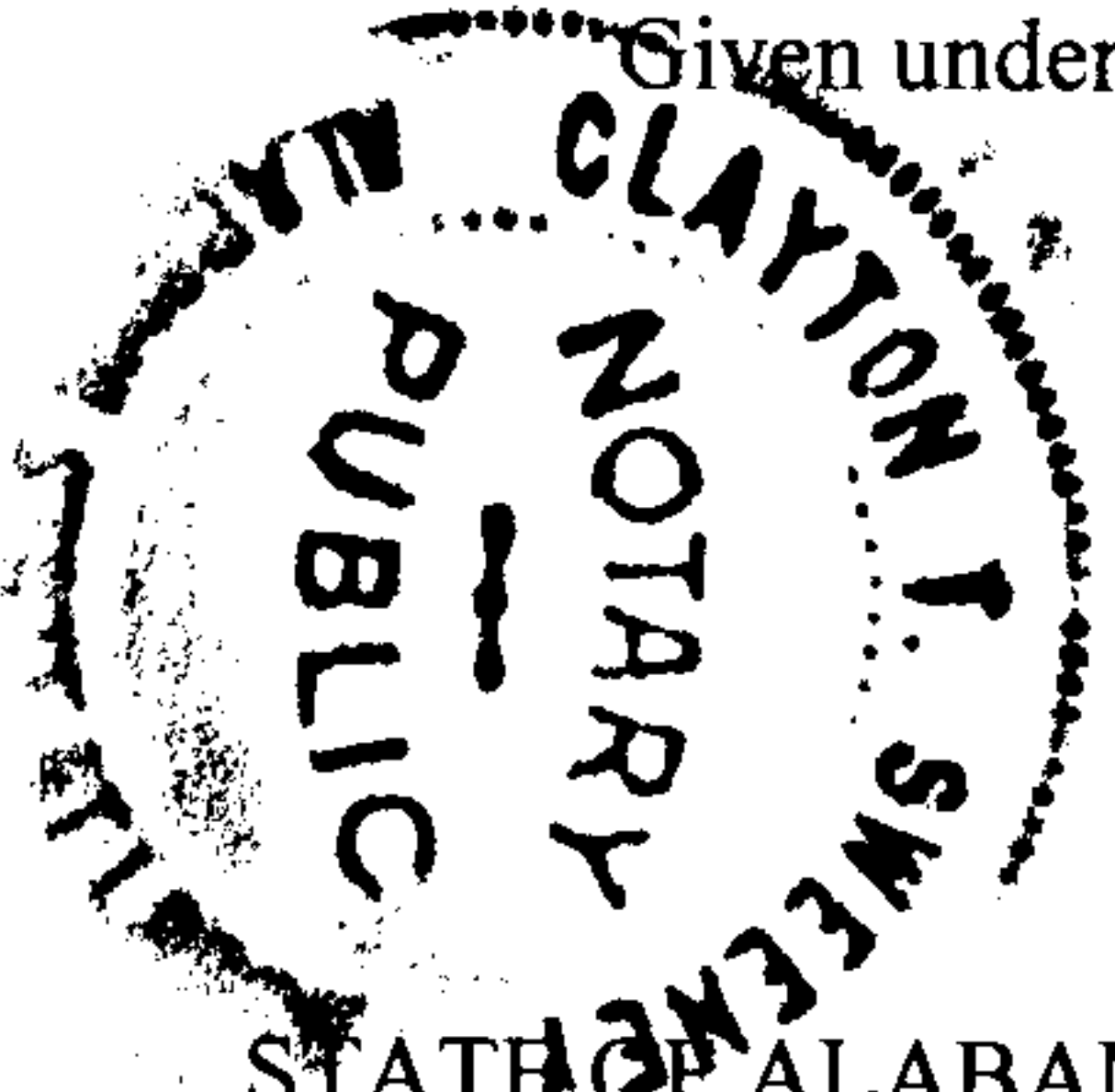

PRESIDENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

20111123000355310 6/10 \$45.00
Shelby Cnty Judge of Probate, AL
11/23/2011 09:28:41 AM FILED/CERT

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 Holding, LLC, a 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 officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal of office this 23rd 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 23rd day of November, 2011.



Notary Public

My Commission Expires: 6-5-2015

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 which is recorded as Instrument # 20111123000355310 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 ____ day of November, 2011.

COMPASS BANK

By: [Signature]

Its: Sr Vice President

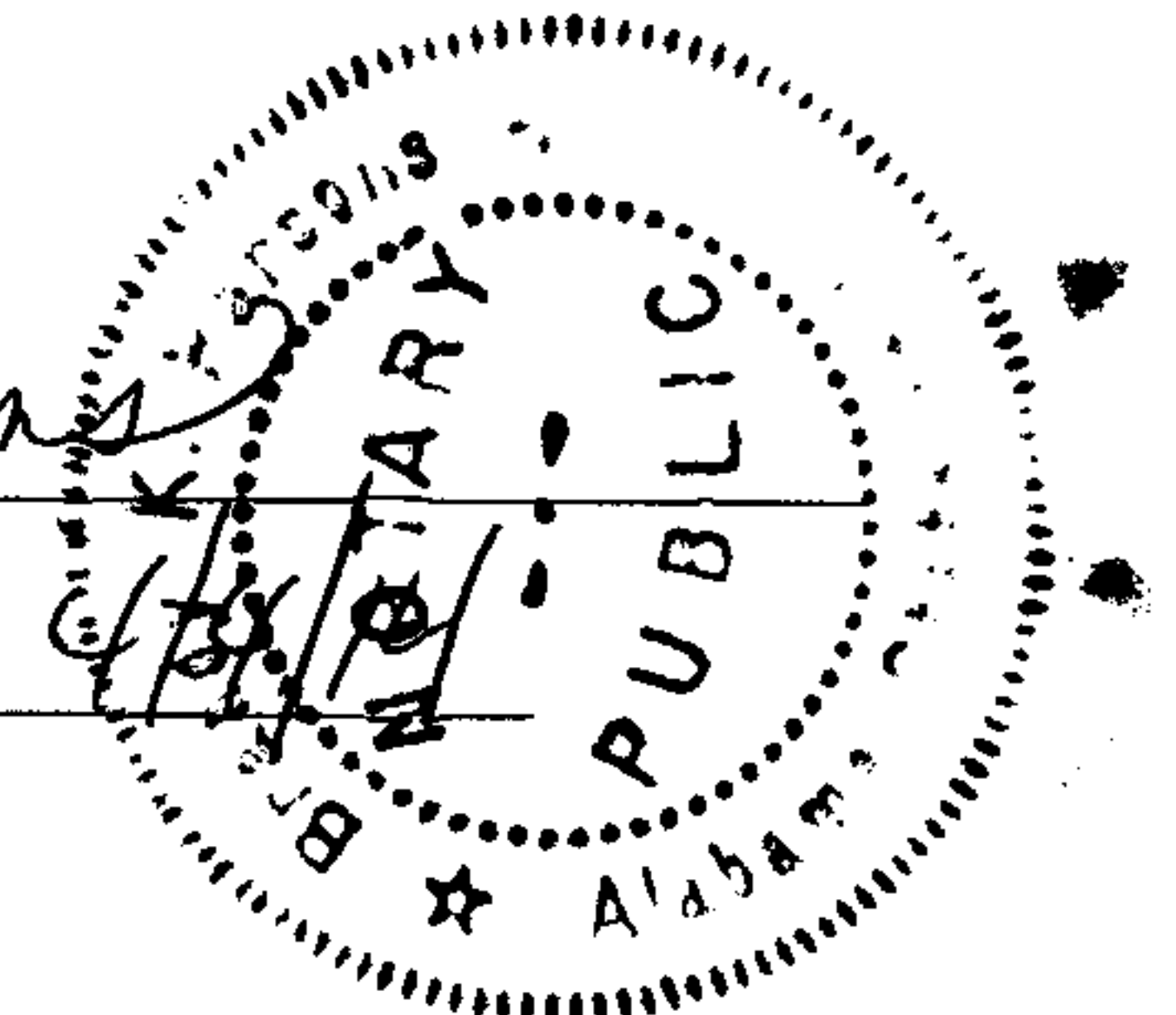
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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.

Given under my hand and official seal, this the 23 day of November, 2011.

[Signature]
Notary Public

My Commission Expires: 6/30/12



This instrument prepared by:
Jack P. Stephenson, Jr.
Burr & Forman LLP
420 North 20th Street, Suite 3400
Birmingham, Alabama 35203



20111123000355310 8/10 \$45.00
Shelby Cnty Judge of Probate, AL
11/23/2011 09:28:41 AM FILED/CERT


EXHIBIT A

The land described on Parcel 1 on Exhibit A-1 attached hereto.

The land described as Parcel 2 on Exhibit A-2 attached hereto.

Exhibit A-1

Parcel 1


20111123000355310 9/10 \$45.00
Shelby Cnty Judge of Probate, AL
11/23/2011 09:28:41 AM FILED/CERT

LEGAL DESCRIPTION: PARCEL I


A TRACT OF LAND SITUATED IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF A COMMON AREA AND INGRESS/EGRESS EASEMENT, AND A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FAIRVIEW LANE, ACCORDING TO THE SURVEY OF CHELSEA PARK 6TH SECTOR FORTH ADDITION, AS RECORDED IN MAP BOOK ____, PAGE ____, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 23°59'31" WEST FOR 82.82 FEET; THENCE RUN SOUTH 72°03'54" WEST FOR 86.97 FEET; THENCE RUN SOUTH 08°28'45" WEST FOR 116.83 FEET; THENCE RUN SOUTH 31°44'11" EAST FOR 93.25 FEET; THENCE RUN SOUTH 32°45'46" EAST FOR 38.96 FEET; THENCE RUN SOUTH 71°25'43" EAST FOR 47.08 FEET; THENCE RUN SOUTH 83°10'30" EAST FOR 81.23 FEET; THENCE RUN NORTH 63°26'16" EAST FOR 81.23 FEET; THENCE RUN NORTH 34°18'12" EAST FOR 41.76 FEET; THENCE RUN NORTH 46°06'14" EAST FOR 35.68 FEET; THENCE RUN NORTH 68°48'47" EAST FOR 43.07 FEET; THENCE RUN NORTH 81°37'21" EAST FOR 498.31 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FAIRBANK WAY AND A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 54°18'48" EAST, A RADIAL DISTANCE OF 525.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 07°43'03", A DISTANCE OF 70.72 FEET TO A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 76°54'11"; THENCE RUN NORTHWESTERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY, A DISTANCE OF 33.56 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FAIRVIEW LANE AND A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 06°29'41"; THENCE RUN WESTERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY, A DISTANCE OF 22.67 FEET; THENCE RUN SOUTH 81°37'21" WEST ALONG SAID ROAD RIGHT-OF-WAY FOR 512.21 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 83°37'14"; THENCE RUN SOUTHWESTERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY A DISTANCE OF 36.49 FEET TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 238°33'08"; THENCE RUN NORTHWESTERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY, A DISTANCE OF 270.63 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 85,441.11 SQUARE FEET OR 1.96 ACRES, MORE OR LESS.

Exhibit A-2

Parcel 2


20111123000355310 10/10 \$45.00
Shelby Cnty Judge of Probate, AL
11/23/2011 09:28:41 AM FILED/CERT

LEGAL DESCRIPTION: PARCEL II

A TRACT OF LAND SITUATED IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST WESTERLY CORNER OF A COMMON AREA, AND A POINT ON THE NORTHEAST RIGHT-OF-WAY LINE OF FAIRBANK WAY, ACCORDING TO THE SURVEY OF CHELSEA PARK 6TH SECTOR COMMON AREA, AS RECORDED IN MAP BOOK 41, PAGE 113, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 48°51'51" EAST ALONG THE NORTHWEST LINE OF SAID COMMON AREA FOR 73.20 FEET; THENCE RUN NORTH 42°18'05" EAST ALONG THE NORTHWEST LINE OF SAID COMMON AREA FOR 126.00 FEET; THENCE RUN NORTH 63°11'04" EAST ALONG THE NORTHWEST LINE OF SAID COMMON AREA FOR 44.95 FEET; THENCE RUN NORTH 65°54'32" EAST ALONG THE NORTHWEST LINE OF SAID COMMON AREA FOR 50.42 FEET; THENCE RUN NORTH 29°54'17" EAST FOR 87.23 FEET; THENCE RUN NORTH 77°59'58" WEST FOR 86.87 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF FAIRVIEW LANE AND A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 77°59'58" WEST, A RADIAL DISTANCE OF 55.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 81°37'08", A DISTANCE OF 78.35 FEET TO A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 51°19'04"; THENCE RUN WESTERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY, A DISTANCE OF 22.39 FEET; THENCE RUN SOUTH 42°18'05" WEST ALONG SAID ROAD RIGHT-OF-WAY FOR 170.15 FEET TO A TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 47°41'56" WEST, A RADIAL DISTANCE OF 200.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 07°08'50", A DISTANCE OF 24.95 FEET TO A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 77°28'28"; THENCE RUN SOUTHERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY, A DISTANCE OF 33.80 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FAIRBANK WAY AND A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 07°08'08"; THENCE RUN SOUTHEASTERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY, A DISTANCE OF 59.16 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 28,107.61 SQUARE FEET OR 0.65 ACRES, MORE OR LESS.