

This instrument was prepared by:

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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,
A RESIDENTIAL SUBDIVISION,
4th SECTOR**

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 April 25, 2005, as Instrument Number 20050425000195430 (the "Original Declaration") with respect to certain real property owned by Original Developer and 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, 4th Sector, as recorded in Map Book 34, at pages 147A and 147B in said office, all being recorded in the Probate Office of Shelby County, Alabama;

WHEREAS, Original Developer has created the Association pursuant to the Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, recorded as Instrument Number 20041014000566950 in the Probate Office of Shelby County, Alabama, (the "Master Covenants"), for the purpose of maintaining certain property within the Development, which is intended to be for the non-exclusive use and benefit of the owners of the Development ("Common Area"), regulating the use of the Common Area, and levying assessments for the maintenance, preservation and regulation of the Common Area;

WHEREAS, by Statutory Warranty Deed recorded on September 15, 2011, in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument Number 20110915000274030, Original Developer conveyed to Chelsea Park Holding, LLC (the "Successor Developer") all of the real property owned by the Original Developer in the Development and assigned to the New Developer all of Original Developer's rights and obligations as the "Developer" under the Master Covenants and the Original Declaration with respect to the property conveyed by said deed;

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

WHEREAS, the Successor 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 Original Declaration and the Master Covenants, 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;

WHEREAS, the Original Developer has joined in this Supplementary Declaration to submit the Subject Property to the Original Declaration and the Master Covenants so that the Subject Property will become part of the

Development, and to assign to the Successor Developer the rights and obligations of Original Developer as "Developer" under the Master Covenants and the Original Declaration with respect to the Subject Property;

NOW THEREFORE, the Original Developer, Successor Developer and the Association (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. Original Developer hereby joins in the execution of this Supplementary Declaration for the purpose of submitting the Subject Property to the Master Covenants and the Original Declaration pursuant to Section 2.2 of the Master Covenants, and pursuant to Section 2.2 of the Original Declaration. The Original Developer hereby assigns to the Successor Developer all of the rights and obligations of the Original Developer as the "Developer" under the Master Covenants with respect to the Subject Property in accordance with Section 2.2 and Section 11.13 of the Master Covenants and further assigns all of the rights and obligations of Original Developer as the "Developer" under the Original Declaration with respect to the Subject Property in accordance with Section 2.2 and Section 10.13 of the Original Declaration. Successor Developer by its execution of this Supplementary Declaration does hereby accept and assume the rights and obligations assigned hereunder by the Original Developer and agrees to succeed to the interest of Original Developer as "Developer" under the Master Covenants and the Original Declaration with respect to the Subject Property.

ARTICLE I

The Declarants and the Original Developer 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. It is the intention of the Declarants to submit the Subject Property to the Original Declaration as Additional Property pursuant to Section 2.2 of the Original Declaration so that the Subject Property will be part of the Property (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 Original Declaration and the Master Covenants except that the following covenants shall be binding upon the Subject Property and shall modify the Original Declaration with respect to the Subject Property:

(a) The Original Declaration is hereby amended to exempt the Subject Property from the requirements of Section 6.5 and Section 6.6 of the Original Declaration and to declare that the Subject Property shall be subject to the following restrictions on the size of structures:

There shall be no specific height limitations or size restrictions for residential structures to be constructed on a Lot within the Subject Property. The ARC reserves the right to approve the height and size of any residential structure to be constructed on a Lot within the Subject Property based on the compatibility of the appearance of such structure with structures on other Lots within and adjacent to the Subject Property.

(b) The provisions of Section 2 of Article I of this Supplementary Declaration shall be applicable to the Subject Property and shall modify the Original Declaration with respect to the Subject Property in accordance with Section 2.2 of the Original Declaration.

3. The Subject Property has not been subdivided into Lots. The Master Plan for the Development, as approved by applicable governmental authorities, contemplates the subdivision of the Subject Property into Lots in accordance with applicable state and local laws and regulations for the subdivision of real property. Successor Developer in its capacity as the "Developer" for the Subject Property under the Master Covenants and the Original Declaration intends to subdivide the Subject Property into Lots substantially in accordance with the Master Plan by

applying for approval of a subdivision plat with respect to all or part of the Subject Property and by recording the approved subdivision plat in the Probate Office of Shelby County, Alabama, as permitted by Section 2.6 of the Master Covenants and Section 2.6 of the Original Declaration. The undivided portion of the Subject Property shall be treated as a single Lot for purposes of Article IV of the Master Covenants and Section 5.2 of the Original Declaration. No assessments shall be due on any Lot owned by the Developer in the Subject Property. Assessments on individual Lots within the Subject Property shall commence in accordance with Section 6.3 of the Master Covenants upon the conveyance of the Lot to a person other than the Successor Developer as the "Developer" with respect to the Subject Property.

4. Successor Developer reserves the right to harvest timber on any portion of the Subject Property that has not been subdivided into Lots pursuant to a recorded subdivision plat.

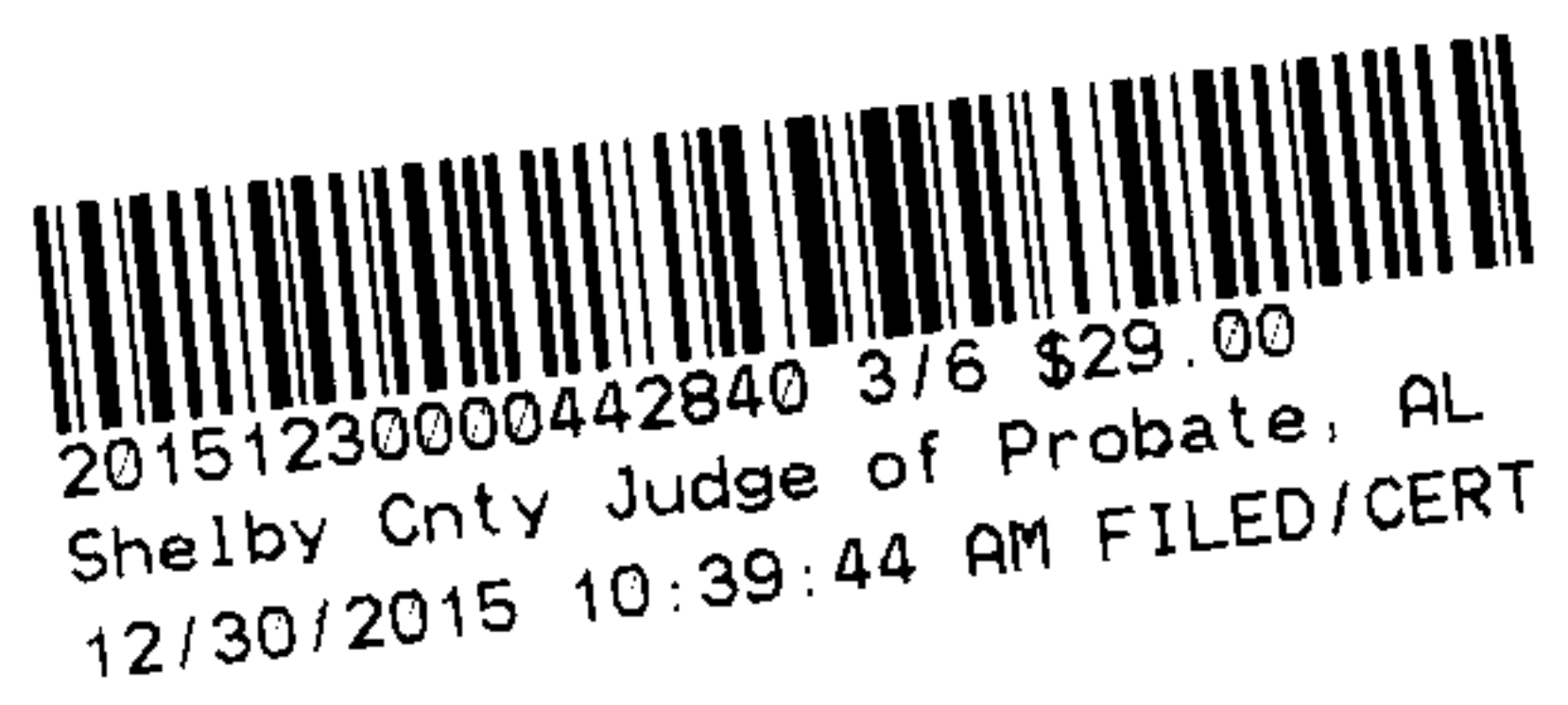
ARTICLE II

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.

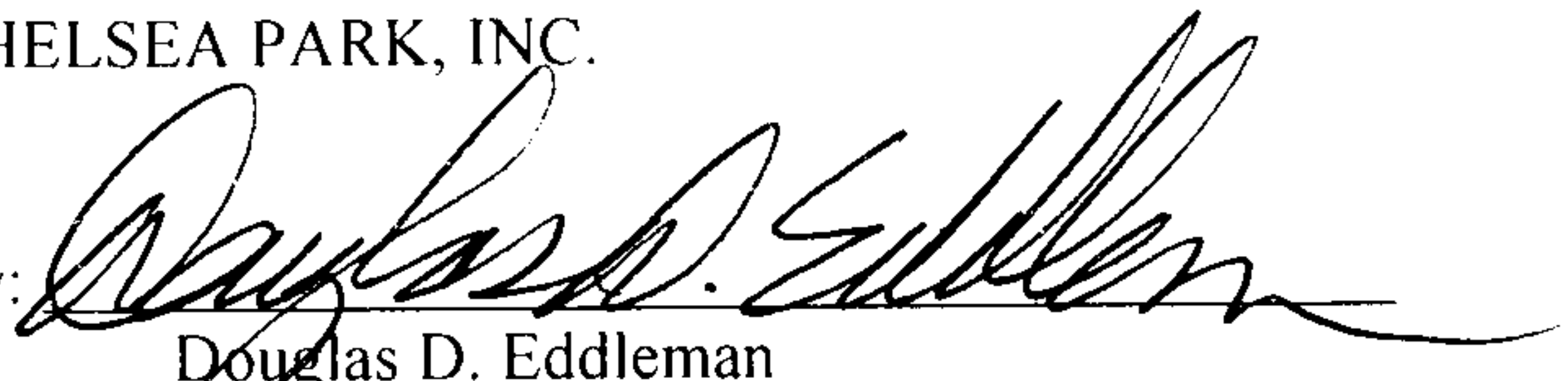
[SIGNATURES ON FOLLOWING PAGES]



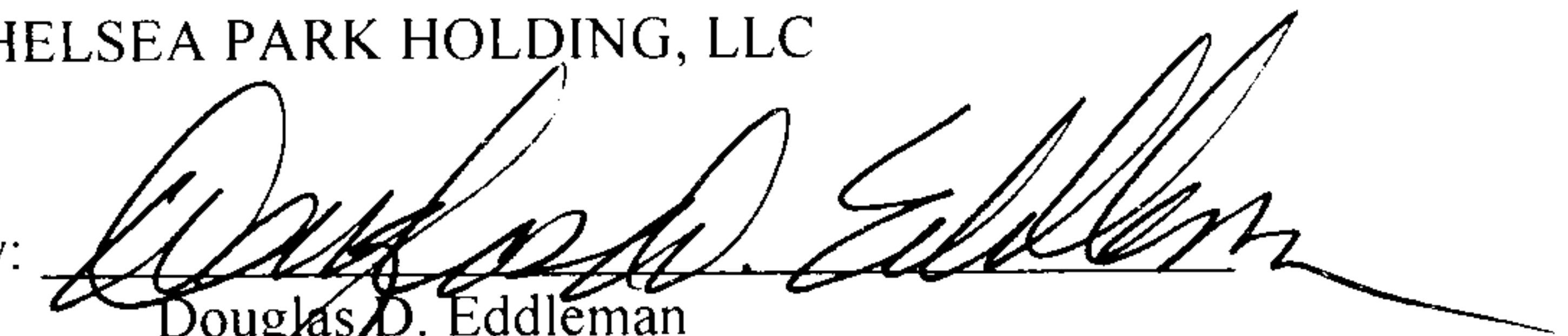
IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the 29th
day of DECEMBER, 2015.

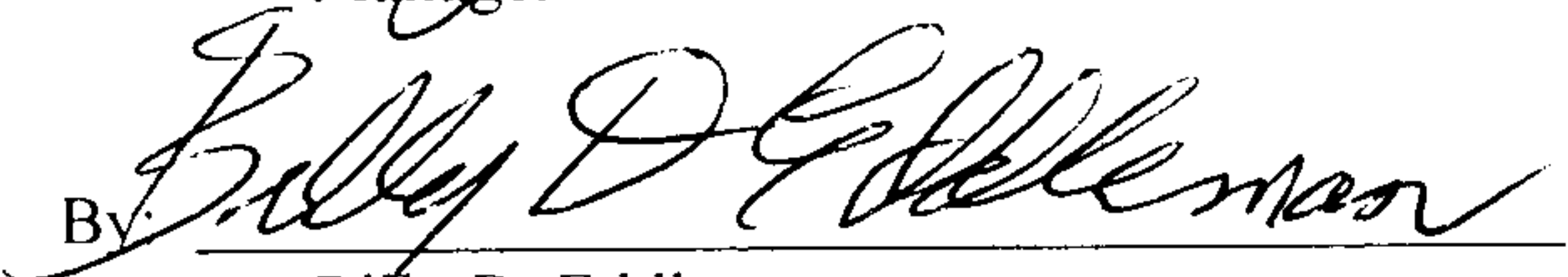
DECLARANTS:

CHELSEA PARK, INC.

By: 
Douglas D. Eddleman
President


CHELSEA PARK HOLDING, LLC

By: 
Douglas D. Eddleman
Manager

By: 
Billy D. Eddleman
Manager

CHELSEA PARK RESIDENTIAL
ASSOCIATION, INC.

By: 
Its: PRESIDENT


20151230000442840 4/6 \$29.00
Shelby Cnty Judge of Probate, AL
12/30/2015 10:39:44 AM FILED/CERT

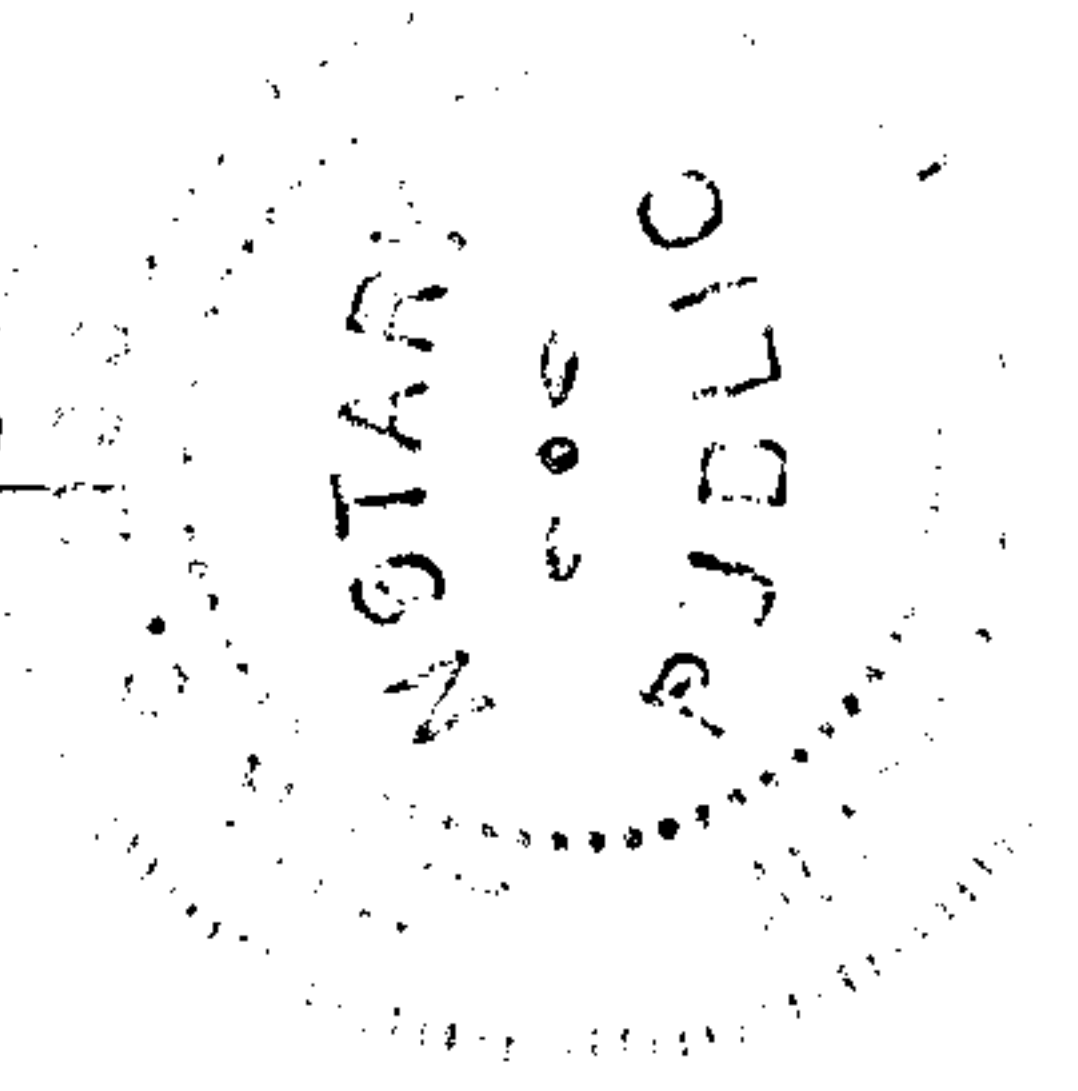
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as President of Chelsea Park, Inc., a 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 above and foregoing 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 29th day of December, 2015.

Shawn C. McConally
Notary Public

My Commission Expires: June 29, 2018



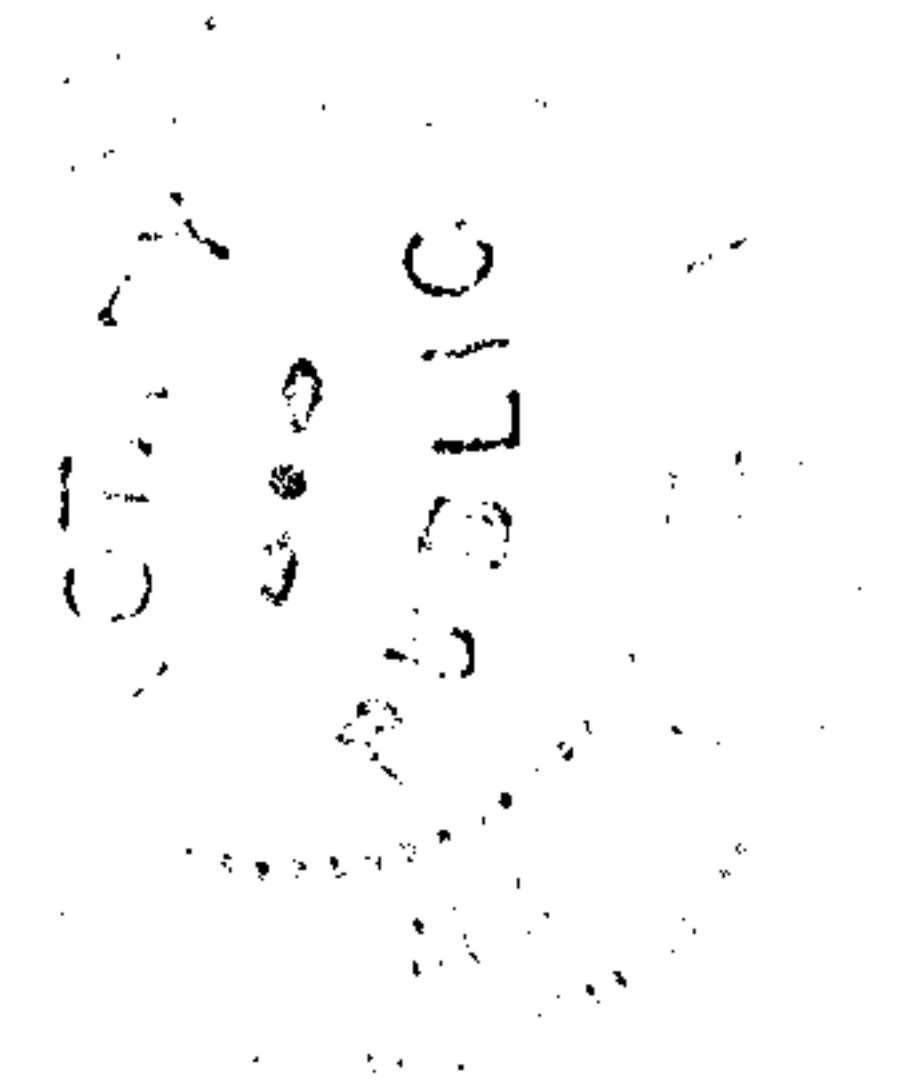
STATE IF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman and Billy D. Eddleman, whose names as Managers of Chelsea Park Holding, LLC, a limited liability company, are signed to the foregoing Supplementary Declaration, and who are known to me, acknowledged before me on this day that, being informed of the above and foregoing Supplementary Declaration, the as such managers 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 29th day of December, 2015.

Shawn C. McConally
Notary Public

My Commission Expires: June 29, 2018



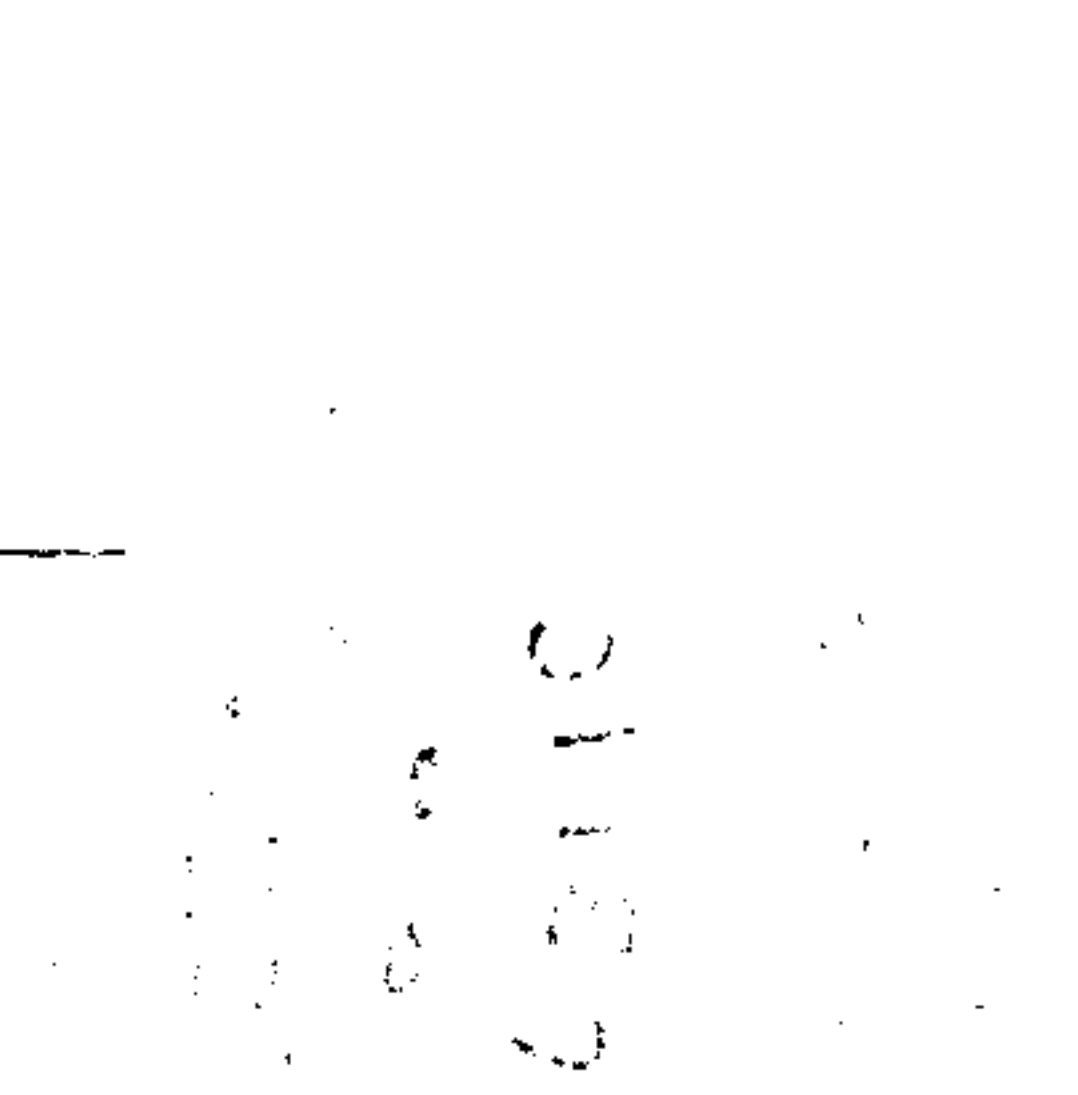
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as 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 29th day of December, 2015.

Shawn C. McConally
Notary Public

My Commission Expires: June 29, 2018



20151230000442840 5/6 \$29.00
Shelby Cnty Judge of Probate, AL
12/30/2015 10:39:44 AM FILED/CERT

EXHIBIT A

DESCRIPTION OF SUBJECT PROPERTY

DESCRIPTION: CHELSEA PARK 4TH SECTOR PHASE TWO

THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 1 WEST, AND THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 1 WEST. LESS AND EXCEPT ANY PORTION OF LAND LYING IN CHELSEA PARK 4TH SECTOR, AS RECORDED IN MAP BOOK 34, PAGE 147, CHELSEA PARK 6TH SECTOR RESURVEY, AS RECORDED IN MAP BOOK 43, PAGE 63, CHELSEA PARK 6TH SECTOR 6TH ADDITION, AS RECORDED IN MAP BOOK 43, PAGE 60, RESURVEY OF LOTS 6-21 TO 6-32 CHELSEA PARK 6TH SECTOR 6TH ADD, AS RECORDED IN MAP BOOK 44, PAGE 24, CHELSEA PARK 6TH SECTOR, AS RECORDED IN MAP BOOK 37, PAGE 13, ALL IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

ALSO, LESS AND EXCEPT ANY PART OF LAND LYING SOUTH OF THE NORTH RIGHT-OF-WAY LINE OF A CSX RAILROAD.

