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THIS INSTRUMENT PREPARED BY:

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STATE OF ALABAMA
COUNTY OF SHELBY

**AMENDMENT TO DECLARATION OF EASEMENTS AND MASTER
PROTECTIVE COVENANTS FOR
CHELSEA PARK, A RESIDENTIAL SUBDIVISION,
13TH SECTOR**

THIS AMENDMENT TO DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS (this "Amendment") is made this 25 day of FEBRUARY, 2022 (the "Effective Date"), by **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation ("Forestar"), and **Chelsea Park Residential Association, Inc.**, an Alabama nonprofit corporation (the "Association").

WITNESSETH:

WHEREAS, Chelsea Park Holding, LLC, a Delaware limited liability company ("Chelsea Park Holding"), is the successor developer of Chelsea Park Subdivision (the "Subdivision") pursuant to that certain Statutory Warranty Deed, dated September 15, 2011, as recorded in Instrument 20110915000274050 in the Probate Office of Shelby County, Alabama. The Subdivision is subject to the Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, as set out in instrument recorded in Instrument 20041014000566950 in the Probate Office of Shelby County, Alabama (the "Master Declaration"), and the Declaration of Covenants, Conditions and Restrictions for Chelsea Park, 7th Sector, as recorded in Instrument 20061229000634370 in said Probate Office, as amended and supplemented by the Supplementary Declaration and Amendment as recorded in Instrument 20151230000442850 in said Probate Office (collectively, the "7th Sector Declaration"). The Association was established pursuant to the Master Declaration for the purpose of exercising the rights, duties and powers vested in the Association under the terms of the Master Declaration and the various Sector Covenants, including without limitation, the 7th Sector Declaration.

WHEREAS, on December 29, 2020, Chelsea Park Holding transferred to Forestar all of its right, title and interest in and to the real property described on Exhibit A hereto (the "13th Sector Property"), which is in close proximity to the Subdivision, pursuant to that certain Warranty Deed recorded on December 30, 2020 as Instrument 20201230000600220 in the Probate Office of Shelby County, Alabama.

WHEREAS, on December 29, 2020, Chelsea Park Holding assigned to Forestar its right to add the 13th Sector Property as Additional Property to the Master Declaration as provided for in Section 2.2 of the Master Declaration pursuant to that certain Partial Assignment of Developer's Rights recorded on December 30, 2020 as Instrument 20201230000600240 in the Probate Office of Shelby County, Alabama.

WHEREAS, Forestar has subdivided and developed the 13th Sector Property into Lots as part of the Subdivision as shown on the plat of subdivision for Chelsea Park, 13^h Sector recorded at Map Book 55, Pages 53A and 53B in the Probate Office of Shelby County, Alabama depicted on Exhibit B hereto (the "13th Sector Plat").

WHEREAS, the 13th Sector Property has already been subjected to the provisions of the 7th Sector Declaration.

WHEREAS, Forestar and the Association desire to amend the Master Declaration in accordance with the terms and conditions hereof.

Amendment:

NOW THEREFORE, Forestar and the Association hereby amend the Master Declaration as follows:

1. Capitalized Terms. Capitalized terms used herein unless otherwise defined herein shall have the meaning ascribed to such terms in the Master Declaration.

2. Recitals. The foregoing recitals are true and correct in all material respects and form an integral part of this Amendment, the same as if said recitals were included in the numbered paragraphs hereof.


3. Annexation of 13th Sector Property. The 13th Sector Property, including any improvements located thereon and hereafter constructed, is hereby annexed and subjected to the provisions of the Master Declaration, and such property shall be held, sold, transferred, conveyed, used, and occupied subject to the covenants, conditions, restrictions, easements, and terms set forth in the Master Declaration, as amended hereby. Upon the recording of this Amendment in the Probate Office of Shelby County, Alabama, each lot shown on the 13th Sector Plat shall be a "Lot" and all common areas shown on the 13th Sector Plat shall be "Common Area," as those terms are defined in the Master Declaration.

4. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Master Declaration, as hereby supplemented and amended, are in all respects hereby ratified and reaffirmed, and the Master Declaration and this Amendment shall be read, taken, and construed as one and the same instrument. References in the Master Declaration and all exhibits thereto shall be deemed to be references to the Master Declaration as amended by this Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Forestar has executed this Amendment by and through its duly authorized representative as of the date first set forth above.

Forestar (USA) Real Estate Group Inc.,
a Delaware corporation

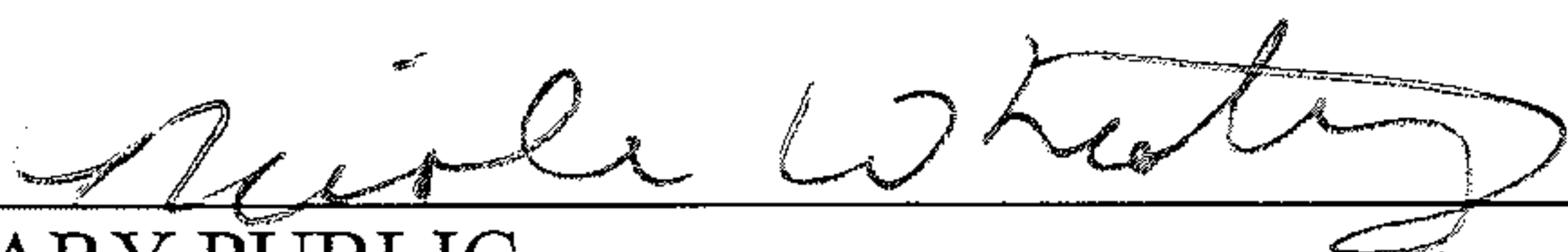
By: 
Name: Eric Masaschi
As Its: President

STATE OF GEORGIA
COUNTY OF Fulton

I, the undersigned notary public in and for said state and county, hereby certify that, Eric Masaschi, whose name as the President of **Forestar (USA) Real Estate Group Inc.**, a Delaware 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 this 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 2 day of March, 2022.

{SEAL}


NOTARY PUBLIC
My Commission Expires: 10/23/22



IN WITNESS WHEREOF, the Association has executed this Amendment by and through its duly authorized representative as of the date first set forth above.

ASSOCIATION:

Chelsea Park Residential Association, Inc.
An Alabama corporation

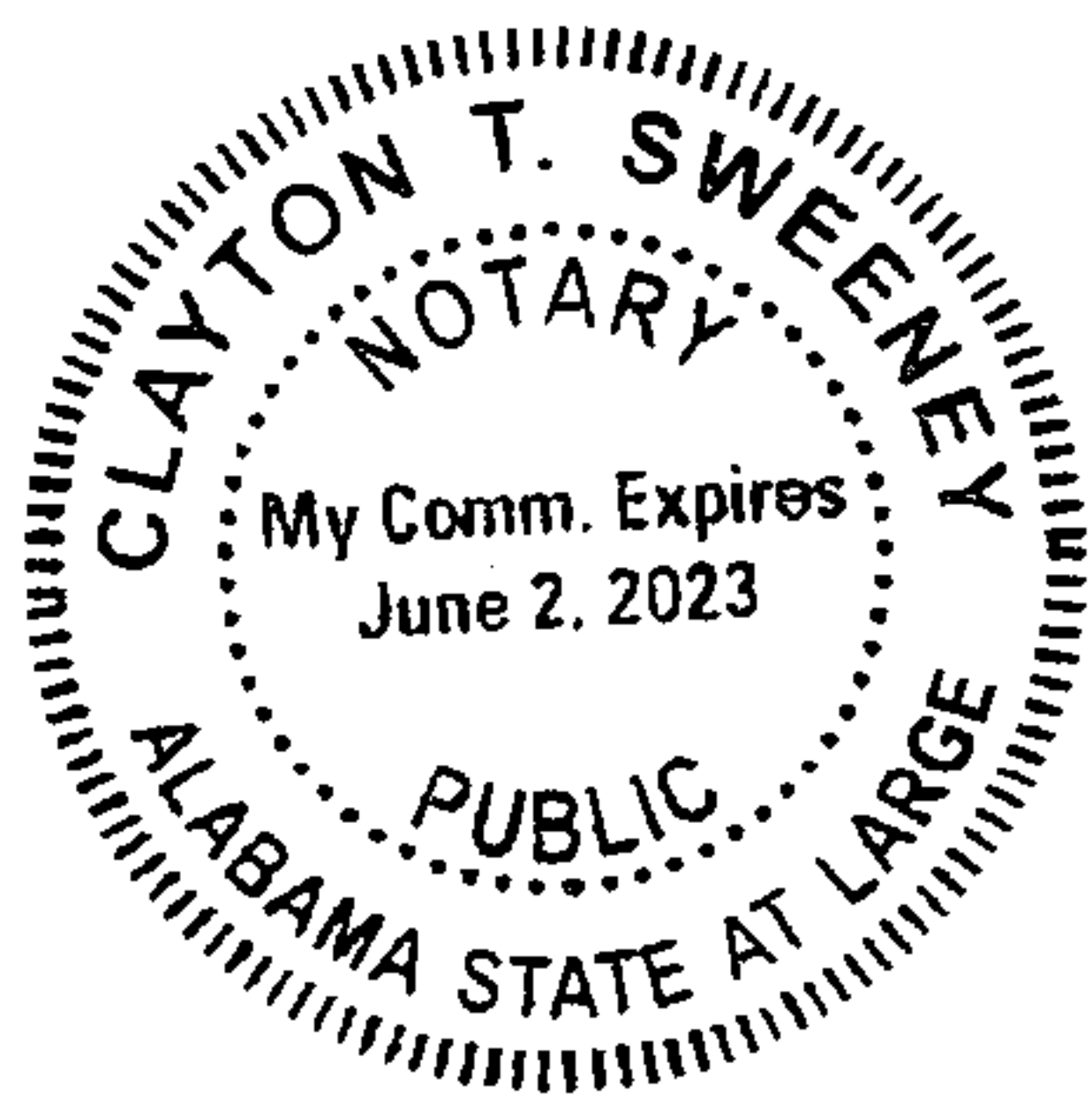
By: *Douglas D. Eddleman*
Name: DOUGLAS D. EDDLEMAN
As Its: PRESIDENT

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned notary public in and for said state and county, hereby certify that, Douglas D. Eddleman, whose name as the President of Chelsea Park Residential Association, Inc., a 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 this instrument, he/she, 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 25th day of February, 2022.

{SEAL}



Clayton T. Sweeney
NOTARY PUBLIC
My Commission Expires: 6-2-2023

EXHIBIT A
13th SECTOR PROPERTY

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 31 AND THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

COMMENCE AT THE NORTHWEST CORNER OF LOT 1479 ACCORDING TO THE MAP OF CHELSEA PARK 14 SECTOR, PARK CROSSINGS AS RECORDED IN MAP BOOK 47 PAGES 96A AND 96B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, SAID POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF PARK CROSSINGS LANE AS SHOWN ON SAID MAP; THENCE RUN NORTH 62°00'59" EAST ALONG THE NORTH LINE OF LOTS 1479 THROUGH 1466 FOR 849.62 FEET TO THE NORTHEAST CORNER OF LOT 1466 OF SAID RECORDED MAP; THENCE LEAVING SAID LINE RUN NORTH 15°45'52" WEST FOR 35.94 FEET THE POINT OF BEGINNING; THENCE RUN NORTH 62 DEGREES 14 MINUTES 36 SECONDS WEST FOR 245.31 FEET; THENCE RUN NORTH 28 DEGREES 49 MINUTES 12 SECONDS EAST FOR 120.00 FEET; THENCE RUN NORTH 60 DEGREES 41 MINUTES 29 SECONDS WEST FOR 14.46 FEET TO A POINT ON THE ;SOUTHEASTERLY RIGHT OF WAY LINE OF CHELSEA PARK CROSSING AS RECORDED IN CHELSEA PARK ROAD DEDICATION NO 1 IN MAP BOOK 37 PAGES 107 A,B,C & D IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 28 DEGREES 48 MINUTES 54 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR 60.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUN SOUTH 60 DEGREES 48 MINUTES 07 SECONDS EAST FOR 18.69 FEET; THENCE RUN NORTH 28 DEGREES 49 MINUTES 12 SECONDS EAST FOR 114.57 FEET; THENCE RUN NORTH 04 DEGREES 18 MINUTES 13 SECONDS WEST FOR 31.45 FEET; THENCE RUN NORTH 68 DEGREES 06 MINUTES 48 SECONDS WEST FOR 35.78 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF CHELSEA PARK CROSSING AND THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1380.00 FEET, A CHORD BEARING OF NORTH 18 DEGREES 08 MINUTES 40 SECONDS EAST, AND A CHORD LENGTH OF 180.13 FEET; THENCE RUN ALONG THE SOUTHEASTERLY RIGHT OF WAY OF CHELSEA PARK CROSSING AND THE SOUTHERLY RIGHT OF WAY LINE OF CHELSEA PARK ROAD THE FOLLOWING COURSES; RUN ALONG THE ARC OF SAID CURVE FOR 180.26 FEET; THENCE RUN NORTH 14 DEGREES 24 MINUTES 09 SECONDS EAST FOR 136.39 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 1015.00 FEET, A CHORD BEARING OF NORTH 23 DEGREES 53 MINUTES 00 SECONDS EAST, AND A CHORD LENGTH OF 334.38 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 335.91 FEET; TO A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 174.89 FEET, A CHORD BEARING OF NORTH 75 DEGREES 34 MINUTES 22 SECONDS EAST, AND A CHORD LENGTH OF 235.14 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 257.87 FEET; TO A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 530.36 FEET, A CHORD BEARING OF SOUTH 80 DEGREES 29 MINUTES 23 SECONDS EAST, AND A CHORD LENGTH OF 333.12 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 338.85 FEET; THENCE RUN NORTH 81 DEGREES 12 MINUTES 25 SECONDS EAST FOR 38.30 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 520.00 FEET, A CHORD BEARING OF SOUTH 84 DEGREES 20 MINUTES 29 SECONDS EAST, AND A CHORD LENGTH OF 259.55 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 262.32 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN SOUTH 35 DEGREES 16 MINUTES 44 SECONDS EAST FOR 179.78 FEET; TO A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 145.00 FEET, A CHORD BEARING OF NORTH 49 DEGREES 16 MINUTES 28 SECONDS EAST, AND A CHORD LENGTH OF 27.53 FEET; THENCE RUN ALONG THE ARC OF SAID

CURVE FOR 27.57 FEET; THENCE RUN NORTH 43 DEGREES 49 MINUTES 40 SECONDS EAST FOR 22.43 FEET; TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF CHELSEA PARK ROAD; THENCE RUN SOUTH 46 DEGREES 10 MINUTES 20 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR 60.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUN SOUTH 43 DEGREES 49 MINUTES 40 SECONDS WEST FOR 22.43 FEET; THENCE RUN SOUTH 45 DEGREES 01 MINUTES 02 SECONDS EAST FOR 120.02 FEET; THENCE RUN SOUTH 51 DEGREES 10 MINUTES 21 SECONDS WEST FOR 78.30 FEET; THENCE RUN SOUTH 63 DEGREES 27 MINUTES 33 SECONDS WEST FOR 190.16 FEET; THENCE RUN SOUTH 58 DEGREES 04 MINUTES 13 SECONDS WEST FOR 1169.58 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 830,912.29 S.F. OR 19.08 ACRES MORE OR LESS.

EXHIBIT B 13th SECTOR PLAT

Map Book 55 Page 53A

**CHELSEA PARK
13th SECTOR**

LOCATED IN THE NORTHWEST 1/4 OF SECTION 33, AND THE
SOUTHWEST 1/4 OF SECTION 34,
TOWNSHIP 10 NORTH, RANGE 1 EAST,
DEKALB COUNTY, GEORGIA.

NOTES

1. ALL LOTS IN THIS SUBDIVISION SHALL BE CONVEYED TO THE BUYER BY DEED.
2. THE LOTS IN THIS SUBDIVISION SHALL BE CONVEYED TO THE BUYER BY DEED AND SHALL BE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THESE NOTES.
3. THE LOTS IN THIS SUBDIVISION SHALL BE CONVEYED TO THE BUYER BY DEED AND SHALL BE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THESE NOTES.
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20. THE LOTS IN THIS SUBDIVISION SHALL BE CONVEYED TO THE BUYER BY DEED AND SHALL BE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THESE NOTES.

VICINITY MAP
not to scale

ARRINGTON ENGINEERING
Civil Engineers, Surveyors, and Land Surveyors
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Atlanta, Georgia 30309
Phone: 404.525.1100
Fax: 404.525.1101
www.arrington-engineering.com

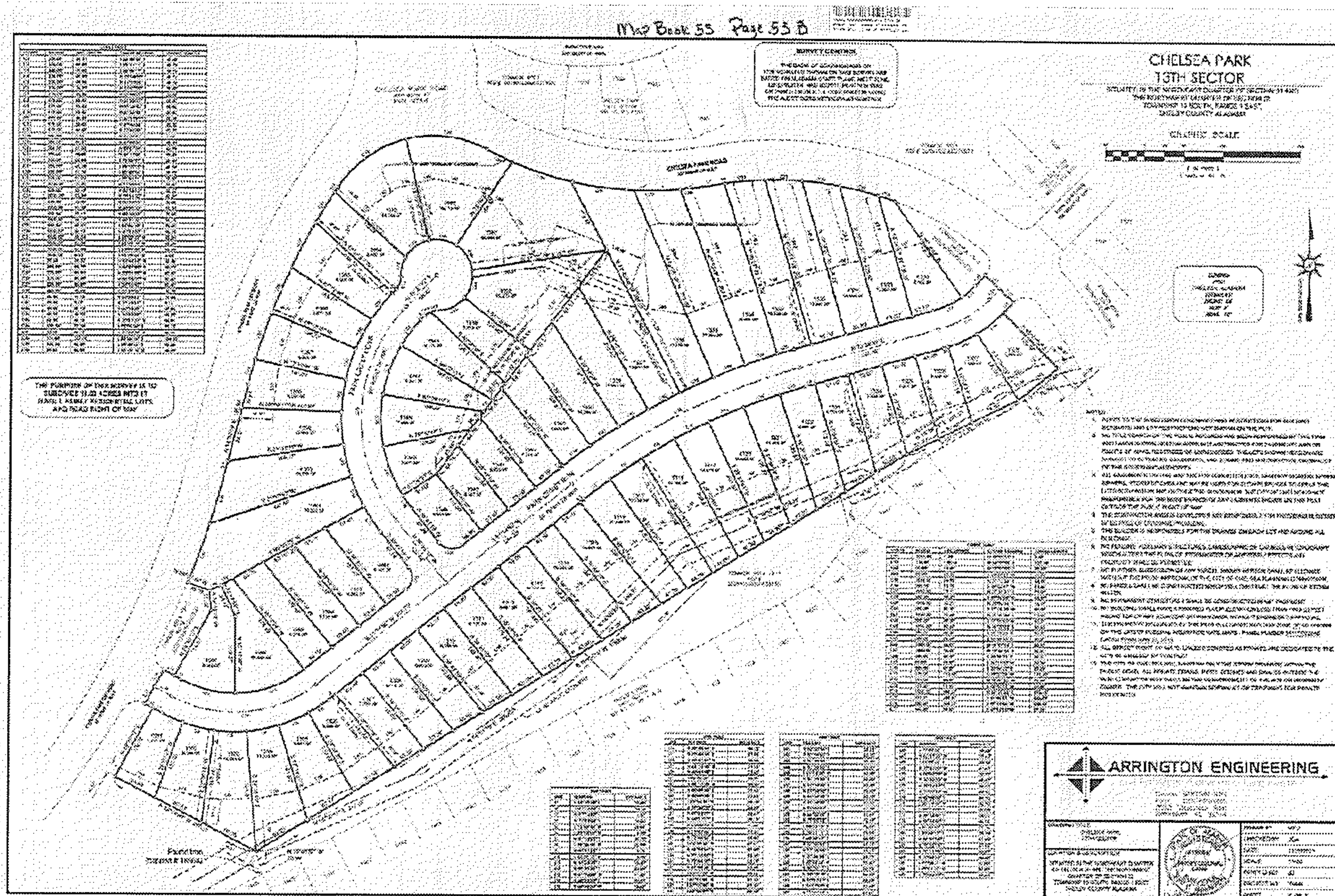
THE BOUNDARIES OF THIS SUBDIVISION TO BE
SHOWN BY THIS PLAT SHALL BE SUBJECT TO THE
EASEMENTS AND RESTRICTIONS SET FORTH IN THESE NOTES.

Kurt... 11/20/21
... 12-20-21
Crystal Elledge 10/2/21
... 11-21-21
Fred... 10/2/21

DEKALB
COUNTY
RECORDS
BOOK 55
PAGE 53A

ARRINGTON ENGINEERING

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|----------------------|---------------------|
| DATE: 03/07/22 | SCALE: AS SHOWN |
| DRAWN BY: [Name] | CHECKED BY: [Name] |
| DESIGNED BY: [Name] | APPROVED BY: [Name] |
| PROJECT NO: [Number] | DATE: 03/07/22 |



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 03/07/2022 10:57:51 AM
 \$47.00 JOANN
 20220307000094570

Allie S. Bayl