

THIS INSTRUMENT PREPARED BY:

Kelly Thrasher Fox, Esq.  
Hand Arendall Harrison Sale LLC  
1801 Fifth Avenue North, Suite 400  
Birmingham, AL 35203  
205-502-0122

433-22500024143

STATE OF ALABAMA  
COUNTY OF SHELBY

**FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS  
AND RESTRICTIONS OF CHELSEA ACRES SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Amendment") is made effective as of July 11, 2023 (the "Effective Date"), by TCG Chelsea Acres, LLC, a Delaware limited liability company ("Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the developer of Chelsea Acres Subdivision Sector 1, according to the plat recorded in Map Book 57, Page 15 in the Office of the Judge of Probate of Shelby County, Alabama (the "County Registry"). In connection therewith, Declarant executed and recorded that certain Declaration of Conditions, Covenants and Restrictions of Chelsea Acres Subdivision as Instrument Number 20221206000442630 in the County Registry (the "Declaration");

WHEREAS, Declarant is the owner of all of that certain property shown on the plat of subdivision for Chelsea Acres Subdivision Sector 1 Phase 1B at recorded in Map Book 58, Page 16 in the County Registry (the "Sector 1 Phase 1B Plat"), which is "Additional Property" as defined in the Declaration;

WHEREAS, Section 10.02 of the Declaration permits Declarant to amend the Declaration to annex any or all of the Additional Property, which includes all of the property shown on the Sector 1 Phase 1B Plat (the "Sector 1 Phase 1B Property"); and

WHEREAS, Declarant desires to amend the Declaration in accordance with the terms and conditions hereof.

**Amendment:**

NOW THEREFORE, Declarant, as the declarant under the Declaration, hereby amends the Declaration as follows:

1. Capitalized Terms. Capitalized terms used herein unless otherwise defined herein shall have the meaning ascribed to such terms in the 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 Sector 1 Phase 1B Property. The Sector 1 Phase 1B Property, including any improvements located thereon and hereafter constructed, is hereby annexed and subjected to the provisions of the 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 Declaration, as amended hereby. Upon the recording of this Amendment in the County Registry, each lot shown on the Sector 1 Phase 1B Plat shall be a "Lot" and all common areas shown on the Sector 1 Phase 1B Plat shall be "Common Area," as those terms are defined in the Declaration.

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

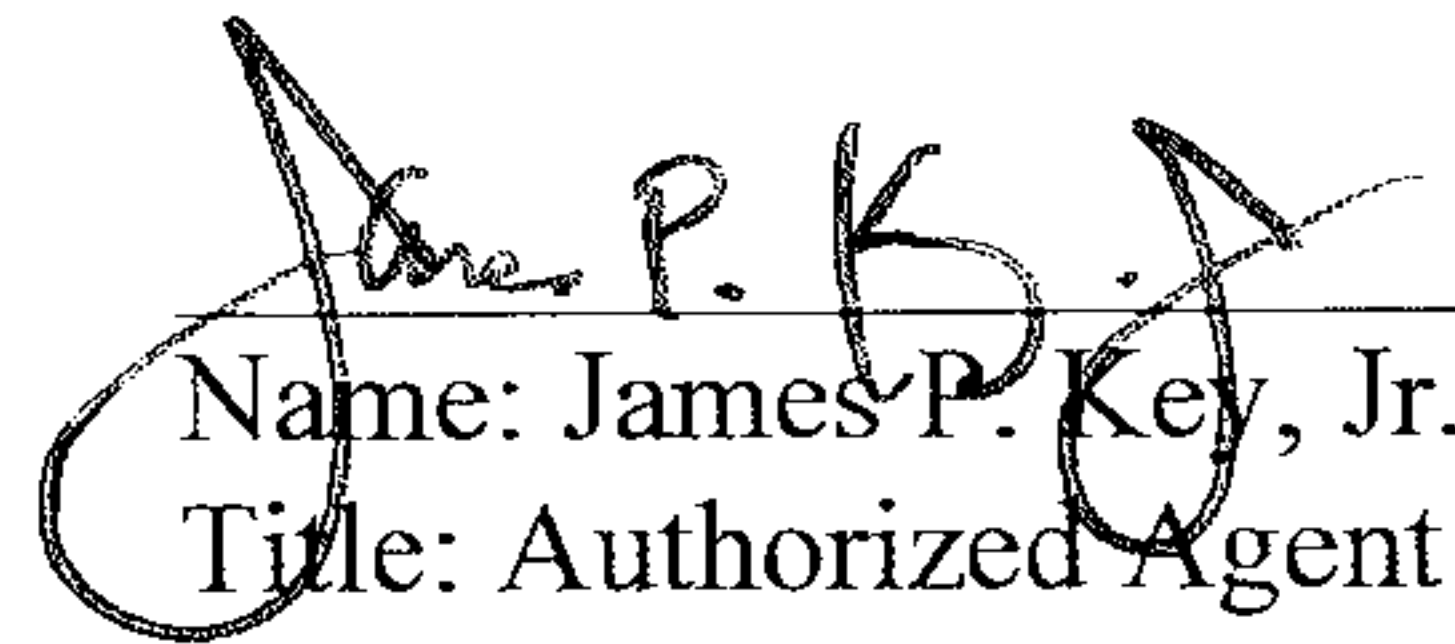
*[Remainder of Page Intentionally Left Blank]*

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

**DECLARANT:**

**TCG CHELSEA ACRES, LLC**, a Delaware limited liability company

By:

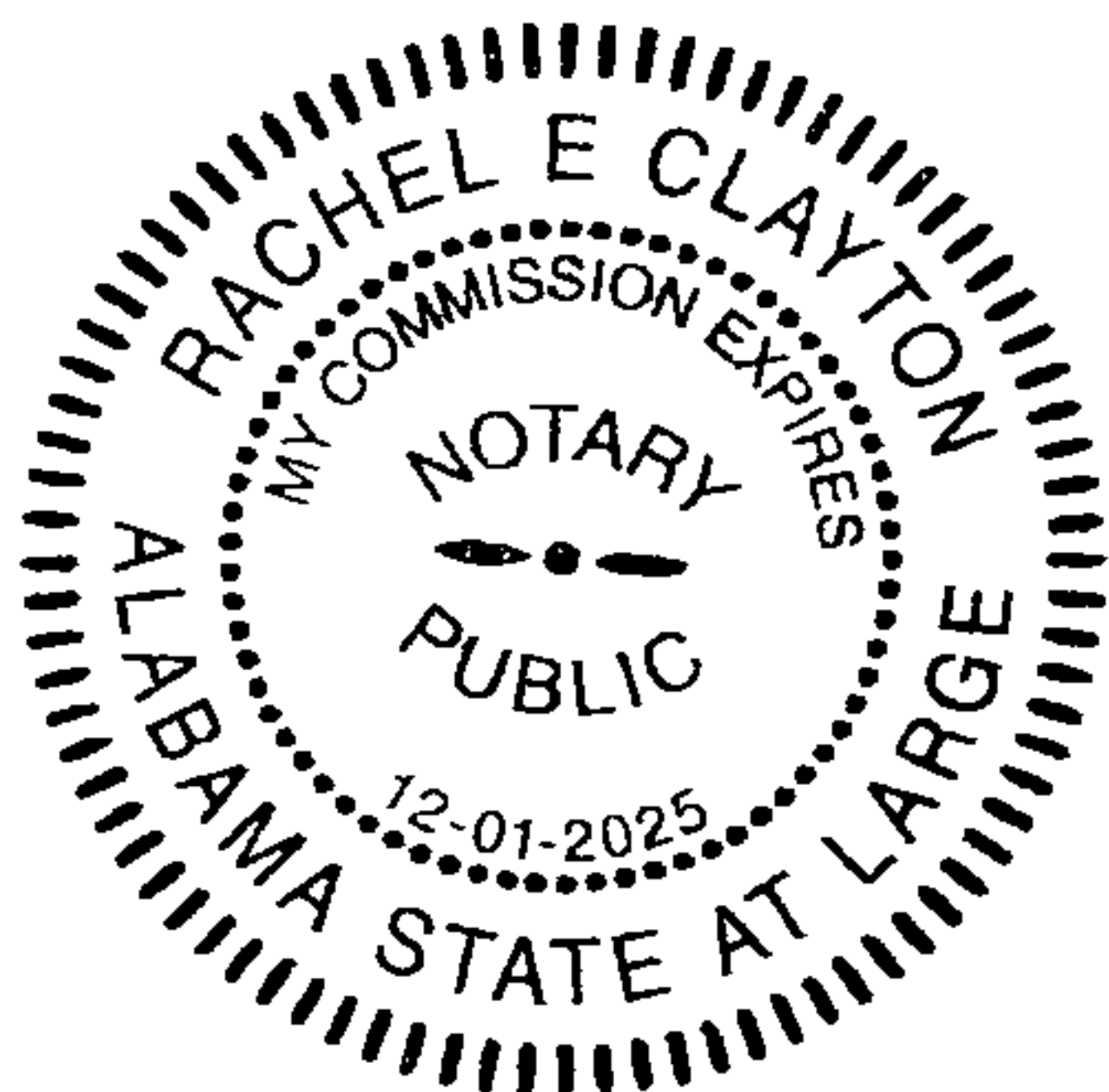
  
Name: James P. Key, Jr.  
Title: Authorized Agent

STATE OF ALABAMA  
COUNTY OF Shelby

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that James P. Key, Jr., whose name as Authorized Agent of TCG Chelsea Acres, LLC, a Delaware limited liability company, 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 such instrument, he, as such Authorized Agent and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal on this the 10 day of July, 2023.

{SEAL}



Rachel E. Clayton  
NOTARY PUBLIC  
My Commission Expires: 12/01/2025



### MORTGAGEE'S CONSENT AND SUBORDINATION

Green Rock 2019 Strategic Fund, LLC ("Secured Lender"), the mortgagee under that certain Mortgage and Security Agreement executed by TCG CHELSEA ACRES, LLC, a Delaware limited liability company, recorded February 24, 2020 as Instrument 20200224000072250 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"), does hereby consent to the recording of this Declaration. Furthermore, Secured Lender does hereby subordinate in all respects its interest in and to the mortgaged property described in the Mortgage to this Declaration; provided, however, that the lien of the Association for Assessments under this Declaration shall be subordinate to the lien of Secured Lender under the Mortgage, as provided in Section 4.11 of this Declaration. Secured Lender does hereby acknowledge and agree that this Declaration shall be given priority over the Mortgage, and shall be unaffected by any default, foreclosure, or exercise of any other remedy under the Mortgage, the same as if this Declaration were executed, delivered and recorded prior to the execution and recording of the Mortgage.

IN WITNESS WHEREOF, Secured Lender has caused this Consent and Subordination to be executed by and through its duly authorized representative as of the 11th day of July, 2023.

GREEN ROCK 2019 STRATEGIC FUND, LLC

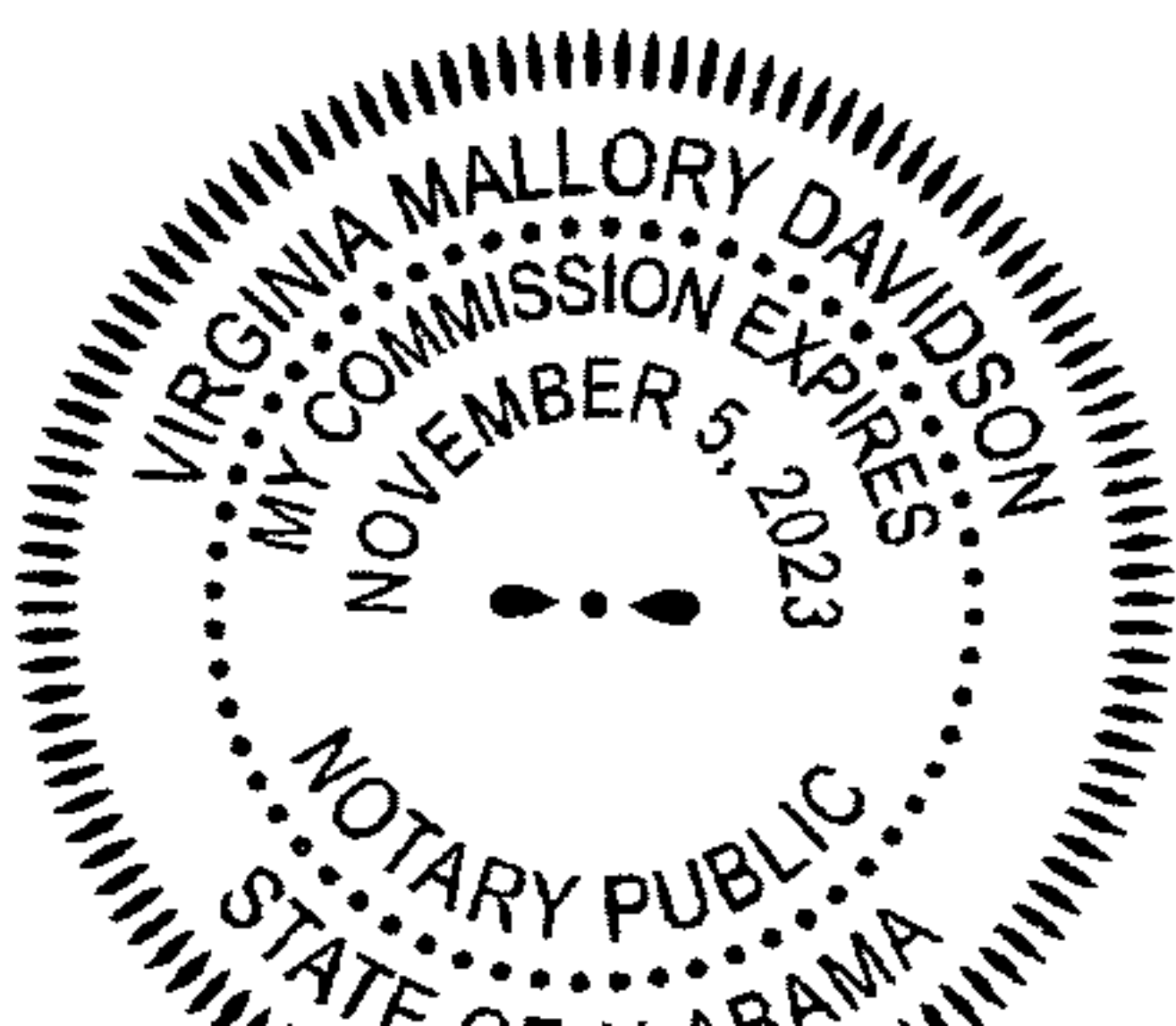
By:   
 Name: Chris Devine  
 Its: Manager

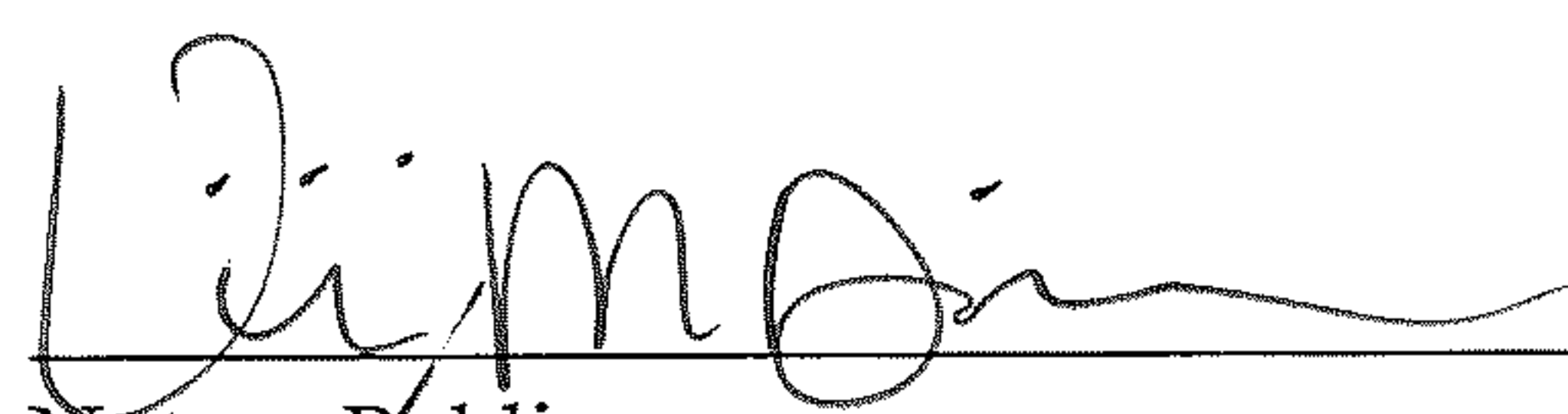
STATE OF ALABAMA  
 COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Chris Devine as the Manager for GREEN ROCK 2019 STRATEGIC FUND, LLC, a Delaware limited liability company, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, s/he has executed the same voluntarily for and as the act of said entity.

Given under my hand and seal this 11 day of July, 2023.

[SEAL]



  
 Notary Public  
 My Commission Expires: NOV. 5 '23



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 07/13/2023 09:02:05 AM  
 \$34.00 JOANN  
 20230713000208880

*Allen S. Boyd*

### MORTGAGEE'S CONSENT AND SUBORDINATION

D.R. Horton, Inc. – Birmingham ("Secured Lender"), the mortgagee under that certain Earnest Money Mortgage executed by TCG CHELSEA ACRES, LLC, a Delaware limited liability company, dated July 31, 2020 and recorded on August 3, 2020 as Instrument 20200803000325760 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"), does hereby consent to the recording of this Declaration. Furthermore, Secured Lender does hereby subordinate in all respects its interest in and to the mortgaged property described in the Mortgage to this Declaration; provided, however, that the lien of the Association for Assessments under this Declaration shall be subordinate to the lien of Secured Lender under the Mortgage, as provided in Section 4.11 of this Declaration. Secured Lender does hereby acknowledge and agree that this Declaration shall be given priority over the Mortgage, and shall be unaffected by any default, foreclosure, or exercise of any other remedy under the Mortgage, the same as if this Declaration were executed, delivered and recorded prior to the execution and recording of the Mortgage.

IN WITNESS WHEREOF, Secured Lender has caused this Consent and Subordination to be executed by and through its duly authorized representative as of the 11 day of July, 2023.

D.R. Horton, Inc. – Birmingham

By: *Julia L. Antee*

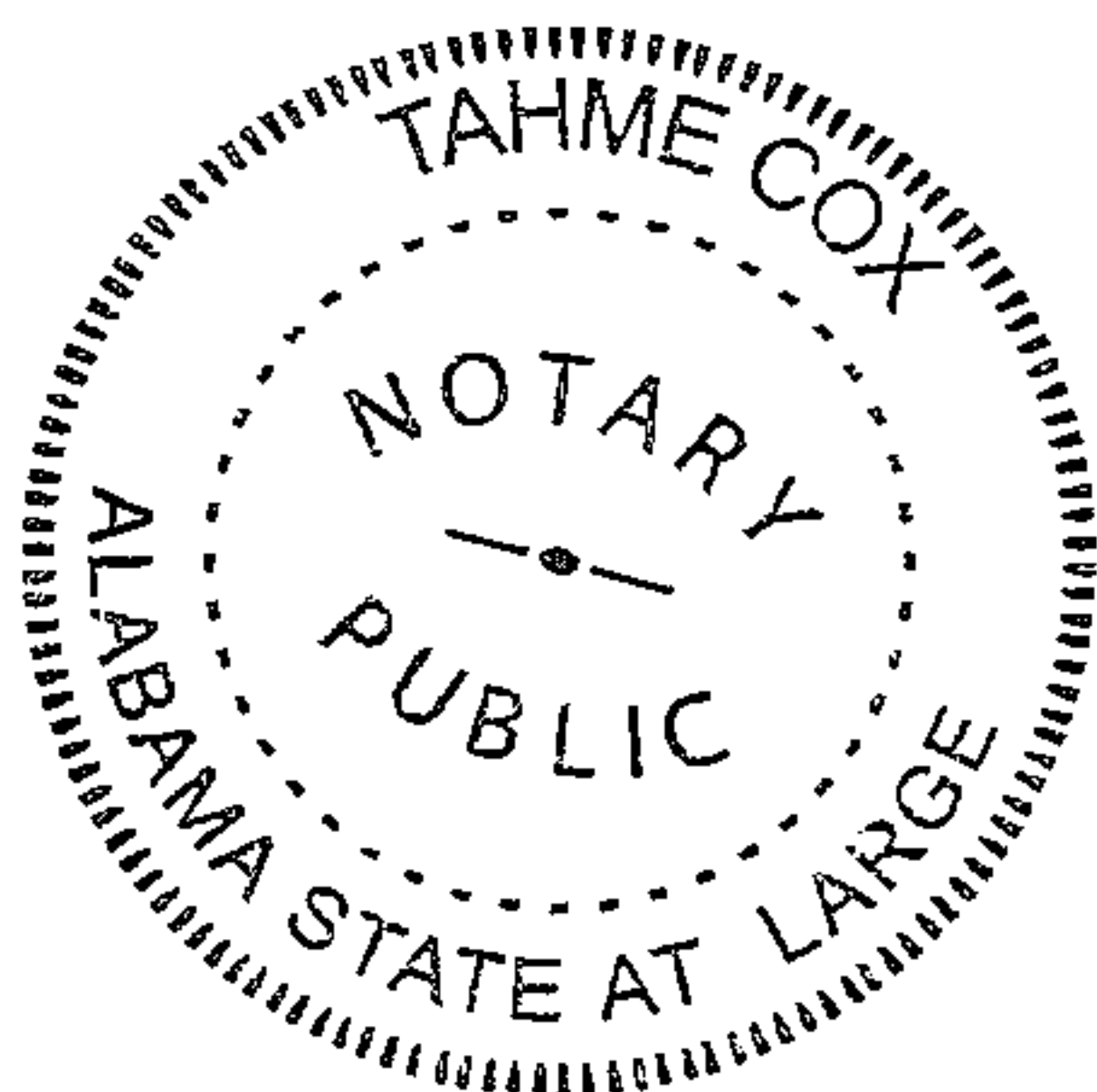
Julia L. Antee

As Its Assistant Secretary

STATE OF Alabama  
 COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Julia L. Antee as the Assistant Secretary for D.R. Horton, Inc. – Birmingham, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, s/he has executed the same voluntarily for and as the act of said entity.

Given under my hand and seal this 11<sup>th</sup> day of July, 2023.



*Tahme Cox*

Notary Public

My Commission Expires: 8-21-23