

THIS INSTRUMENT PREPARED BY:

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1801 Fifth Avenue North, Suite 400  
Birmingham, AL 35203  
205-502-0122

423 - 225000251 L2

STATE OF ALABAMA  
COUNTY OF SHELBY

**SECOND AMENDMENT TO DECLARATION OF CONDITIONS,  
COVENANTS AND RESTRICTIONS OF KOSLIN FARMS SUBDIVISION**

THIS SECOND AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Amendment") is made effective as of August 31, 2023 (the "Effective Date"), by TCG Koslin, LLC, a Delaware limited liability company ("Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the developer of Koslin Farms Subdivision Phase 1, according to the plat recorded in Map Book 56, Page 51 (the "Phase 1 Plat") and Koslin Farms Subdivision Phase 2, Sector 1, according to the plat recorded in Map Book 57, Page 85 (the "Phase 2, Sector 1 Plat"), both 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 Koslin Farms Subdivision as Instrument No. 20220620000246890 in the County Registry, as amended by a First Amendment thereto recorded as Instrument No. 20230501000127480 (collectively, the "Declaration");

WHEREAS, Declarant is the owner of all of that certain property shown on the plat of subdivision for Koslin Farms Subdivision Phase 2B, Sector 1 at recorded in Map Book 58, Page 63 in the County Registry (the "Phase 2B, Sector 1 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 Phase 2B, Sector 1 Plat (the "Phase 2B, Sector 1 Property"), and to amend the terms of Section 7.05 of the Declaration as those terms pertain to any Lots created out of any Additional Property; and

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

WHEREAS, pursuant to Section 10.04 of the Declaration, the consent of D.R. Horton, Inc. – Birmingham (“DHI”) is required for this amendment, and DHI hereby joins and consents hereto.

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 Phase 2B, Sector 1 Property. The Phase 2B, Sector 1 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 Phase 2B, Sector 1 Plat shall be a “Lot” and all common areas shown on the Phase 2B, Sector 1 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.

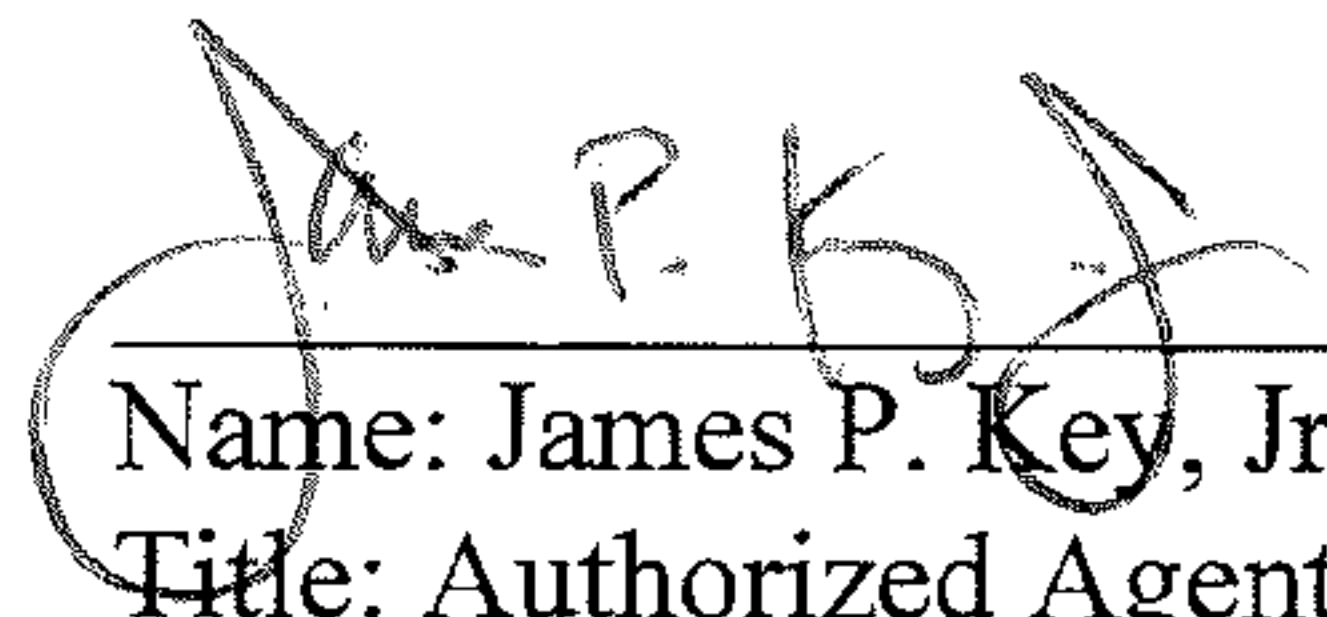
*[Remainder of Page Intentionally Left Blank]*

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 KOSLIN, LLC**, a Delaware limited liability company

By:

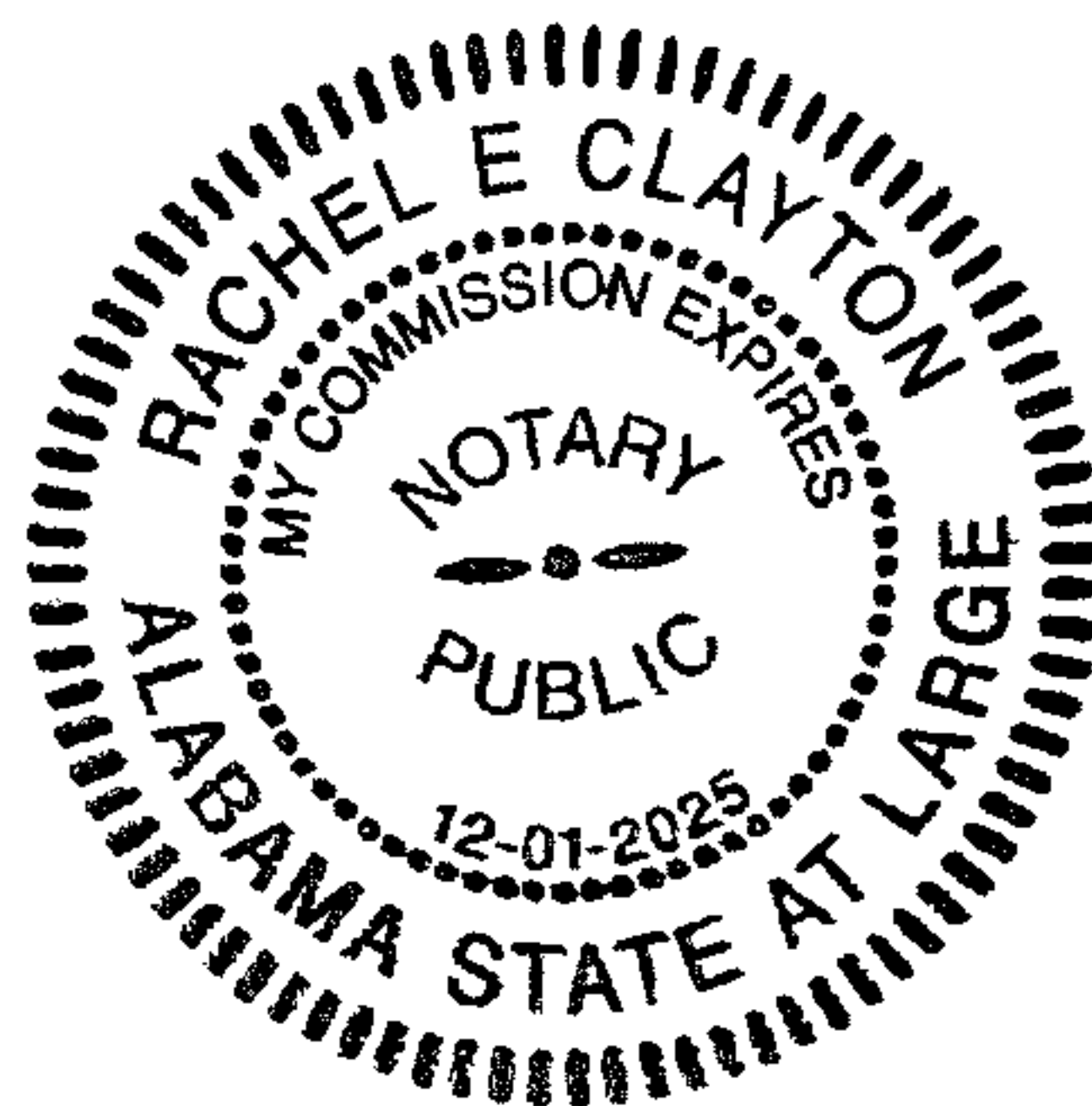
  
Name: James P. Key, Jr.  
Title: Authorized Agent

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 Koslin, 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 13 day of September, 2023.

{SEAL}



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



**MORTGAGEE'S CONSENT AND SUBORDINATION**

Green Rock 2019 Strategic Fund, LLC, a Delaware limited liability company ("Secured Lender"), the mortgagee under that certain Mortgage, executed by TCG KOSLIN, LLC, a Delaware limited liability company, recorded in Instrument No. 20200224000072250 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"), does hereby consent to the recording of this Amendment to the Declaration. Furthermore, Secured Lender does hereby subordinate in all respects its interest in and to the mortgaged property described in the Mortgage to this Amendment. Secured Lender does hereby acknowledge and agree that this Amendment and the 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 Amendment and the 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 12 day of September, 2023.

Green Rock 2019 Strategic Fund, LLC, a Delaware limited liability company

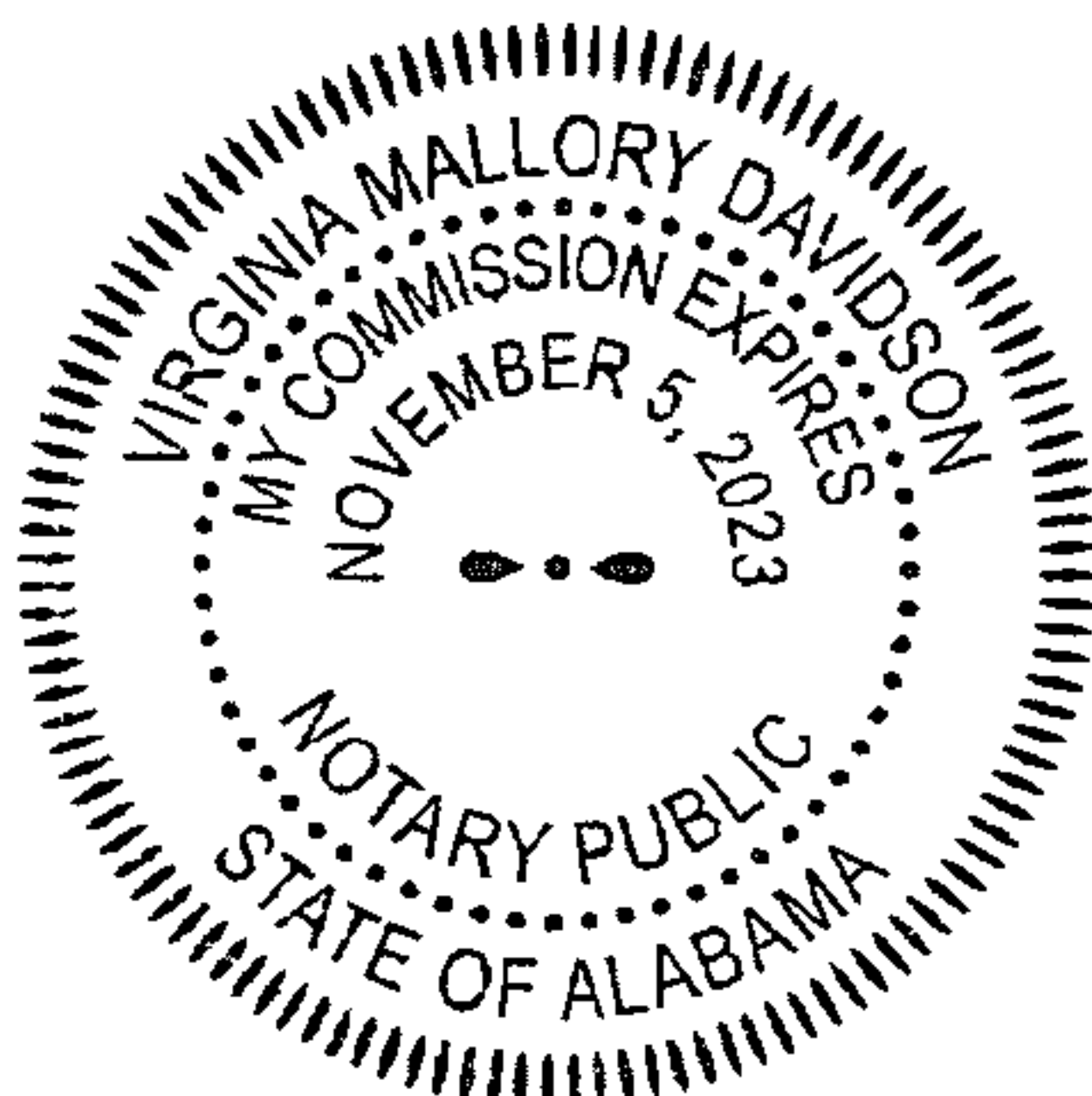
By: \_\_\_\_\_

Name: Chris Devine  
As 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 12 day of Sep, 2023.



\_\_\_\_\_  
Notary Public

My Commission Expires: NOV. 5, '23

**MORTGAGEE'S CONSENT AND SUBORDINATION**

D.R. Horton, Inc. – Birmingham, an Alabama corporation (“Secured Lender”), the mortgagee under that certain Earnest Money Mortgage, executed by TCG KOSLIN, LLC, a Delaware limited liability company, dated September 16, 2022 and recorded September 16, 2022 as Instrument No. 20220916000359220 in the Office of the Judge of Probate of Shelby County, Alabama (the “Mortgage”), does hereby consent to the recording of this Amendment to the Declaration. Furthermore, Secured Lender does hereby subordinate in all respects its interest in and to the mortgaged property described in the Mortgage to this Amendment. Secured Lender does hereby acknowledge and agree that this this Amendment and the 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 Amendment and the 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 13<sup>th</sup> day of September, 2023.

D.R. Horton, Inc. – Birmingham, an Alabama corporation

By: 


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, an Alabama corporation, 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 13<sup>th</sup> day of September, 2023.

  
Notary Public

My Commission Expires:


<p>BRENDA L GIBSON NOTARY PUBLIC, ALABAMA STATE AT LARGE MY COMMISSION EXPIRES FEB. 11, 2024</p>
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**CONSENT OF D.R. HORTON, INC. - BIRMINGHAM.**

D.R. Horton, Inc. - Birmingham, an Alabama corporation, hereby joins in and consents to the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Koslin Farms, to which this Joinder and Consent is attached.

Executed this as of this 13<sup>th</sup> day of September, 2023.


D.R. Horton, Inc. – Birmingham, an Alabama corporation

By:   
 Julia L. Antee  
 As Its Assistant Secretary

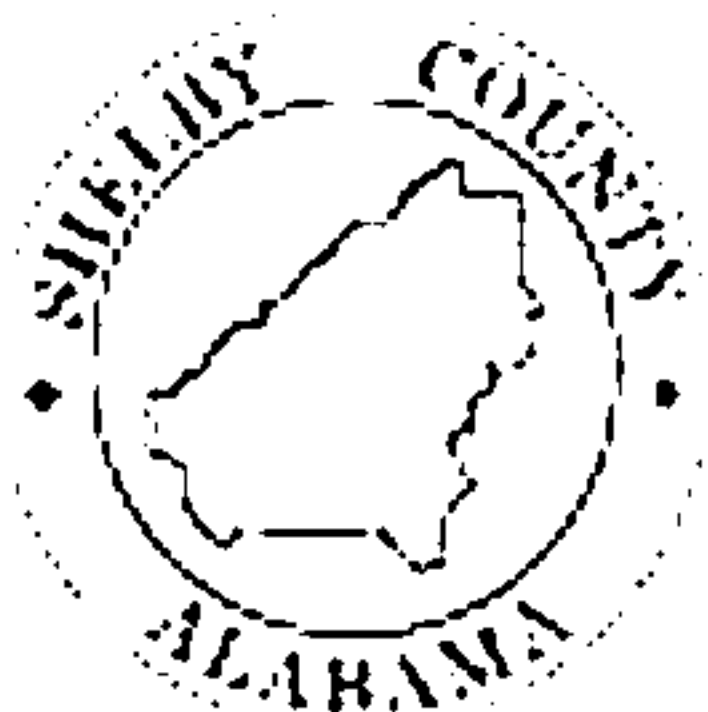
STATE OF ALABAMA \_\_\_\_\_  
 COUNTY OF Shelby

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, an Alabama corporation, 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 13<sup>th</sup> day of September 2023.

  
 Notary Public  
 My Commission Expires:

**BRENDA L GIBSON**  
 NOTARY PUBLIC, ALABAMA STATE AT LARGE  
 MY COMMISSION EXPIRES FEB. 11, 2024



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 09/15/2023 10:18:06 AM  
 \$38.00 BRITTANI  
 20230915000278050

*Allen S. Bayl*