

STATE OF ALABAMA)

COUNTY OF SHELBY)

AMENDMENT TO 1975 RESTRICTIVE COVENANTS
(Amending Book 17, Page 605)

This **AMENDMENT TO 1975 RESTRICTIVE COVENANTS** (this “Amendment”) is executed by the undersigned Developer, as hereafter defined, effective as of January 1, 2023.

RECITALS

WHEREAS, TCG Chelsea Acres, LLC (“Developer”) is developing a single-family residential development known as Chelsea Acres on a tract of real property located south of Liberty Road in Chelsea, Shelby County, Alabama (the “Development”), and the Development has been entitled and approved by the necessary governmental authorities and is currently under construction; and

WHEREAS, on November 24, 1975, Dudley E. and Rebecca H. Williams executed and recorded certain Restrictive Covenants in the Office of the Judge of Probate of Shelby County, Alabama (the “Probate Office”) in Book 17, Page 605, a copy of which is attached hereto as **Exhibit A** (the “1975 Restrictive Covenants”); and

WHEREAS, the 1975 Restrictive Covenants encumber approximately 19.96 acres of land south of Liberty Road in Chelsea, Shelby County, Alabama, as more particularly described in Exhibit “A” of the 1975 Restrictive Covenants (the “Encumbered Property”); and

WHEREAS, the Encumbered Property includes approximately 10.46 acres of the Development, such acreage being more particularly depicted and described in **Exhibit B** attached hereto (the “Subject Property”); and

WHEREAS, the 1975 Restrictive Covenants, among other things, impose certain restrictions on the Encumbered Property consistent with the development of a subdivision that was never completed; and

WHEREAS, Paragraph E-1 of the 1975 Restrictive Covenants provides that the 1975 Restrictive Covenants may be amended with consent from a majority of owners “by acreage ownership” of the property; and

WHEREAS, Paragraph E-4 of the 1975 Restrictive Covenants provides that the definition of “Owners” as used in the 1975 Restrictive Covenants includes owners of both (a) the Subject Property, and (b) owners of those certain Chelsea Estates lots set forth in that certain subdivision plat recorded in the Probate Office in Plat Book 5, Page 61 (the “Chelsea Estates Property”); and

WHEREAS, the Encumbered Property contains approximately 19.96 acres, the Chelsea Estate Property contains approximately 85.14 acres, and, together, the Encumbered Property and Chelsea Estates Property collectively contain approximately 105.1 acres; and

WHEREAS, in light of the foregoing, the 1975 Restrictive Covenants may be amended by the affirmative vote of people who own, collectively, more than 52.56 acres of the Encumbered Property and Chelsea Estates Property (collectively, a “Majority of Owners”); and

WHEREAS, attached hereto as **Exhibit C** is a chart containing information about the Encumbered Property and the Chelsea Estates Property, including owner names and acreage amounts for each parcel comprising the Encumbered Property and Chelsea Estates Property, and such chart was compiled by the preparer of this instrument with the help of a title search from a licensed title agent and a licensed surveyor; and

WHEREAS, as evidenced by that certain “Action by Written Consent of a Majority of Owners under those Certain 1975 Restrictive Covenants on Record in Chelsea, Shelby County, Alabama” executed by persons who collectively own 53.17 acres of the Encumbered Property and Chelsea Estates Property (i.e., a Majority of Owners) a copy of which is attached hereto as **Exhibit D** (the “**Resolutions**”), a Majority of Owners have consented to an amendment to the 1975 Restrictive Covenants removing the Subject Property from the Encumbered Property set forth in Exhibit “A” of the 1975 Restrictive Covenants, effective as of January 1, 2023; and

WHEREAS, pursuant to the Resolutions, a Majority of Owners have authorized Delton L. Clayton, acting in his capacity as Manager of the Developer, to execute and record an amendment to the 1975 Restrictive Covenants effecting said removal of the Subject Property from the Encumbered Property set forth in Exhibit “A” of the 1975 Restrictive Covenants.

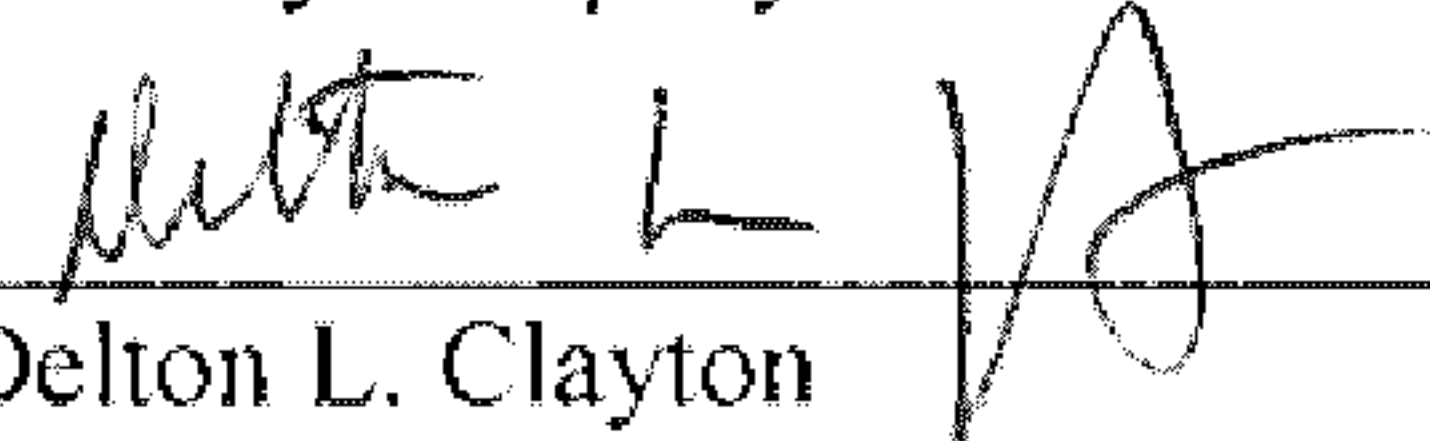
AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated herein, the undersigned, Delton L. Clayton, acting in his capacity as Manager of the Developer, hereby amends the 1975 Restrictive Covenants, pursuant to the terms of the 1975 Restrictive Covenants and the Resolutions, to remove the Subject Property from the description of the Encumbered Property set forth in Exhibit “A” of the 1975 Restrictive Covenants.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned hereby executes this Amendment effective as of the date first above written.

TCG CHELSEA ACRES, LLC, a Delaware limited liability company

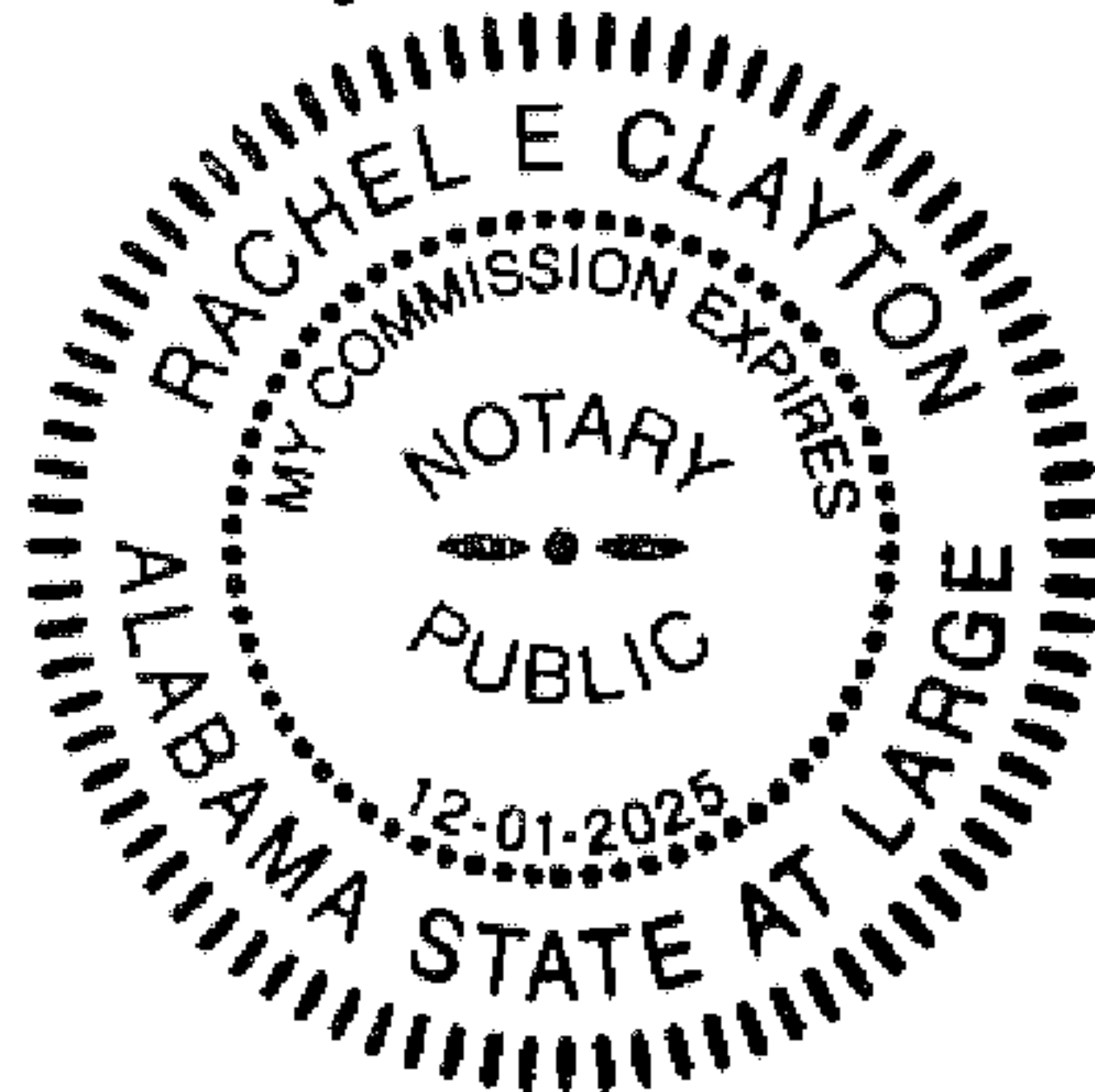
By: 
Name: Delton L. Clayton
Title: Manager

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that Delton L. Clayton, whose name as Manager 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 Manager 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 15 day of November, 2023.

{SEAL}



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

Prepared by:
Jared C. Batte, Esq.
Bradley Arant Boult Cummings LLP
1819 Fifth Avenue North
Birmingham, Alabama 35203

EXHIBIT A

1975 Restrictive Covenants

(see attached)

STATE OF ALABAMA)

COUNTY OF SHELBY)

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RESTRICTIVE COVENANTS

PART A. KNOW ALL MEN BY THESE PRESENTS: That, whereas, Dudley E. Williams
and wife, Rebecca H. Williams

hereinafter referred to as OWNER, (is) (are) the owner (s) of the following
described lands, to-wit:

That certain real property which is more particularly described
as set forth on Exhibit "A," which is attached hereto and made
a part hereof.

BOOK 17 PAGE 105

NOW, THEREFORE, in consideration of the premises and other valuable
considerations, the receipt whereof is hereby acknowledged, the said owner does
hereby agree that said above-described property shall be subject to the follow-
ing covenants, terms, conditions, restrictions and limitations.

PART B. AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants
in Part C in their entirety shall apply to the entire Subdivision.

PART C. RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE. All of subject property, and every
part thereof shall be used solely for residential purposes. No building shall
be erected, altered, or permitted to remain on any part of said property other
than one detached single-family dwelling not to exceed two and one-half stories
in height and a private garage for more than two cars. In the event subject
property is divided into more than one tract, no such resulting tract shall
contain less than two acres in area.

C-2 ARCHITECTURAL CONTROL. No building shall be erected, placed on
altered on any part of said property until the construction plans and specifi-
cations and a plan showing the location of the structure have been approved by
the architectural control committee as to quality of workmanship and materials,
harmony of external design with existing structures, and as to location with
respect to topography and finish grade elevation. No fence or wall shall be
erected, placed or altered on any part of said property nearer to any street
than the minimum building setback line unless similarly approved. Any fence

placed in the front yard must be of a decorative nature and approved by the architectural committee. Approval shall be as provided in Part D.

C-3 DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet for a one-story dwelling, nor less than 1200 square feet for a dwelling of more than one story.

C-4 BUILDING LOCATION. No dwelling shall be erected on said property, the front line of which (which means the front line of porches or any projection, not counting steps) shall be nearer the street on which said property faces than 35 feet; and no dwelling shall be erected on said property, the side line of which (which means the side line of porch or any projection not counting steps) shall be nearer each side line of said property or tracts resulting from a division thereof than 35 feet.

C-5 NUISANCES. No noxious or offensive activity shall be carried on upon any part of said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-6 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any part of said property at any time as a residence either temporarily or permanently.

C-7 SIGNS. No sign of any kind shall be displayed to the public view on any part of said property except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-8 OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any part of said property nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of said property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any part of said property.

C-9 LIVESTOCK AND POULTRY. Animals or fowls will be allowed, except pigs, goats, cows, or chickens. No dog kennels will be allowed, or more than one (1) horse per acre allowed on each estate.

C-10 GARBAGE AND REFUSE DISPOSAL. No part of said property shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-11 SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any part of said property unless such system is designed, located and constructed in accordance with the requirements, standards and recommendation of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP. The architectural control committee is composed of: Dudley E. Williams, James B. Davis, and Billy W. Erwin.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of said property, by acreage ownership, shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2 PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

BOOK 1 PAGE 606

PART E. GENERAL PROVISIONS

E-1 TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless any instrument signed by a majority of the then owners of said property, by acreage ownership, has been recorded; agreeing to change said covenants in whole or in part.

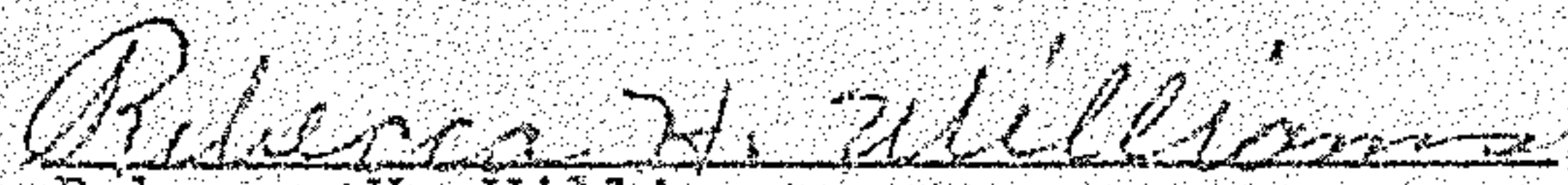
E-2 ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3 SEVERABILITY. Invalidity of any one of these covenants by judgment or court order shall nowise affect any of the other provisions which shall remain in full force and effect.

E-4 DEFINITION OF "OWNERS." It is within the contemplation of the parties hereto that captioned lands are restricted not merely for the benefit of the undersigned owners, but for those owners present and future of that certain subdivision known as Chelsea Estates Subdivision, Shelby County, Alabama, a plat and a map of which have been recorded in Plat Book 5, page 61 in the Office of the Judge of Probate, Shelby County, Alabama. Accordingly, wherever the terms "majority of the then record owners," or any such similar terms are used in the foregoing set of restrictions, covenants, terms, conditions and limitations, said majority of record owners shall consist of or be determined with reference to the record owners of lots in said Chelsea Estates Subdivision, as well as the owner or owners of captioned lands.

IN WITNESS WHEREOF, The undersigned owners have hereunto set their hands and seals on this, the 24th day of November, 1975.


Dudley E. Williams

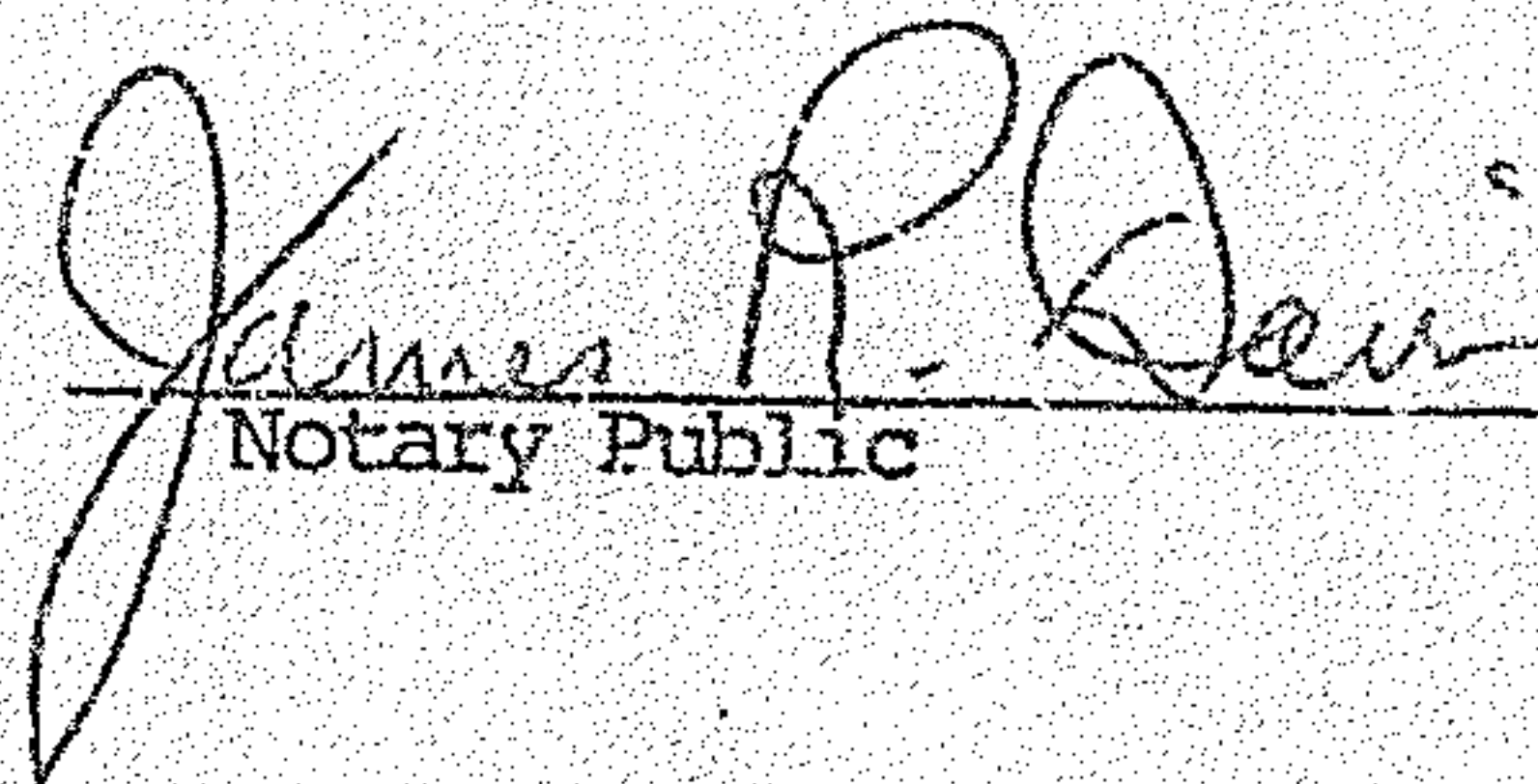

Rebecca H. Williams

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dudley E. Williams and wife, Rebecca H. Williams

whose name are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 24th day of November 1975.


Notary Public

STATE OF
COUNTY OF

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____

whose name signed to the foregoing conveyance, and who known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____ 19__.

Notary Public

STATE OF
COUNTY OF

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____

whose name signed to the foregoing conveyance and who known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____ 19__.

BOOK 17 PAGE 008

EXHIBIT "A"

Commence at the Southeast corner of the North half of the Northwest Quarter of the Southwest Quarter of Section 35, Township 19 South, Range 1, West; thence run in a Westerly direction along the South line of said North half of the Northwest Quarter of the Southwest Quarter of Section 35 a distance of 675.0 feet; thence turn an angle to the right of 91 degrees, 48 minutes, 56 seconds and run in a Northerly direction for a distance of 1,127.32 feet to it's intersection with the Southerly right-of-way line of Liberty Road; thence turn an angle to the right of 58 degrees, 29 minutes, 51 seconds to the tangent of a curve to the right, having a central angle of 29 degrees, 32 minutes, 09 seconds and a radius of 310.32 feet; thence continue along the arc of said curve, continuing along the Southerly right-of-way line of Liberty Road in an Easterly direction a distance of 159.97 feet to the end of said curve; thence continue in an Easterly direction along the Southerly line of said Liberty Road along the tangent extended to last described curve a distance of 513.15 feet to the point of commencement of a curve to the left, having a central angle of 1 degree, 34 minutes, 07 seconds and a radius of 421.60 feet; thence continue along the arc of said curve a distance of 11.54 feet to it's intersection with the East line of the Southwest Quarter of the Northwest Quarter of Section 35, Township 19, South, Range 1 West; thence from the tangent extended to last described curve, turn an angle to the right of 93 degrees, 36 minutes, 07 seconds and run in a Southerly direction along the East line of said Southwest Quarter of the Northwest Quarter and continuing along the East line of said Northwest Quarter of the Southwest Quarter of said Section 35 a distance of 1,169.52 feet to the point of beginning.

ALSO:

A tract of land located in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 35, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the SW corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 35, Township 19 South, Range 1 West, Shelby County, Alabama thence North along the West line of said quarter-quarter Section a distance of 505.22 feet to the South right-of-way boundary of Liberty Road, Thence 74 degrees, 48 minutes, right 175.9 feet along a chord of a curve being subtended by a central angle of 24 degrees, 04 minutes, 54 seconds, and having a radius of 421.60 feet, to a point on said right-of-way boundary, thence 105 degrees, 12 minutes, right from said chord, in a Southerly direction a distance of 546.10 feet to the South line of said quarter-quarter section, thence right and Westerly along said quarter-quarter line 170 feet to the point of beginning.

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STAFF OF ALA. SUPREME CT.
JANUARY 2024
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EXHIBIT B-1Legal Description of the Subject Property

A parcel of land situated in Section 35, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at the NE corner of the NW 1/4 of the SW 1/4 of Section 35, Township 19 South, Range 1 West, Shelby County, Alabama; thence S 00°25'40" W along the east line of said 1/4-1/4 section a distance of 664.34 feet to a 3/4" crimp; thence S 88°30'55" W leaving said 1/4-1/4 section line a distance of 450.17 feet to a 1/2" crimp; thence N 00°22'45" E a distance of 1167.37 feet to a 1" crimp on the southerly right of way of Liberty Road; thence N 88°20'30" E along said right of way a distance of 209.26 feet to a point on the northeasterly right of way of Halifax Lane, said point also being a point of a non-tangent curve to the left having a central angle of 89°11'19" and a radius of 25.00 feet, said curve subtended by a chord bearing S 43°44'51" W and a chord distance of 35.10 feet; thence along the arc of said curve leaving said Liberty Road and along said Halifax Lane right of way a distance of 38.92 feet to a point of compound curve having a central angle of 43°36'14" and a radius of 325.00 feet, said curve subtended by a chord bearing S 22°38'56" E and a chord distance of 241.41 feet; thence along the arc of said curve and along said right of way a distance of 247.33 feet to a point; thence S 44°27'02" E along said right of way a distance of 217.57 feet to a point of curve to the left having a central angle of 25°58'58" and a radius of 375.00 feet, said curve subtended by a chord bearing S 57°26'32" E and a chord distance of 168.60 feet; thence along the arc of said curve and along said right of way a distance of 170.06 feet to a point on the south line of SE 1/4 of the NW 1/4 of said section; thence S 88°31'37" W leaving said right of way line and along said 1/4-1/4 line a distance of 125.12 feet to the POINT OF BEGINNING. Said parcel of land contains 10.46 acres, more or less.

EXHIBIT B-2

Depiction of the Subject Property

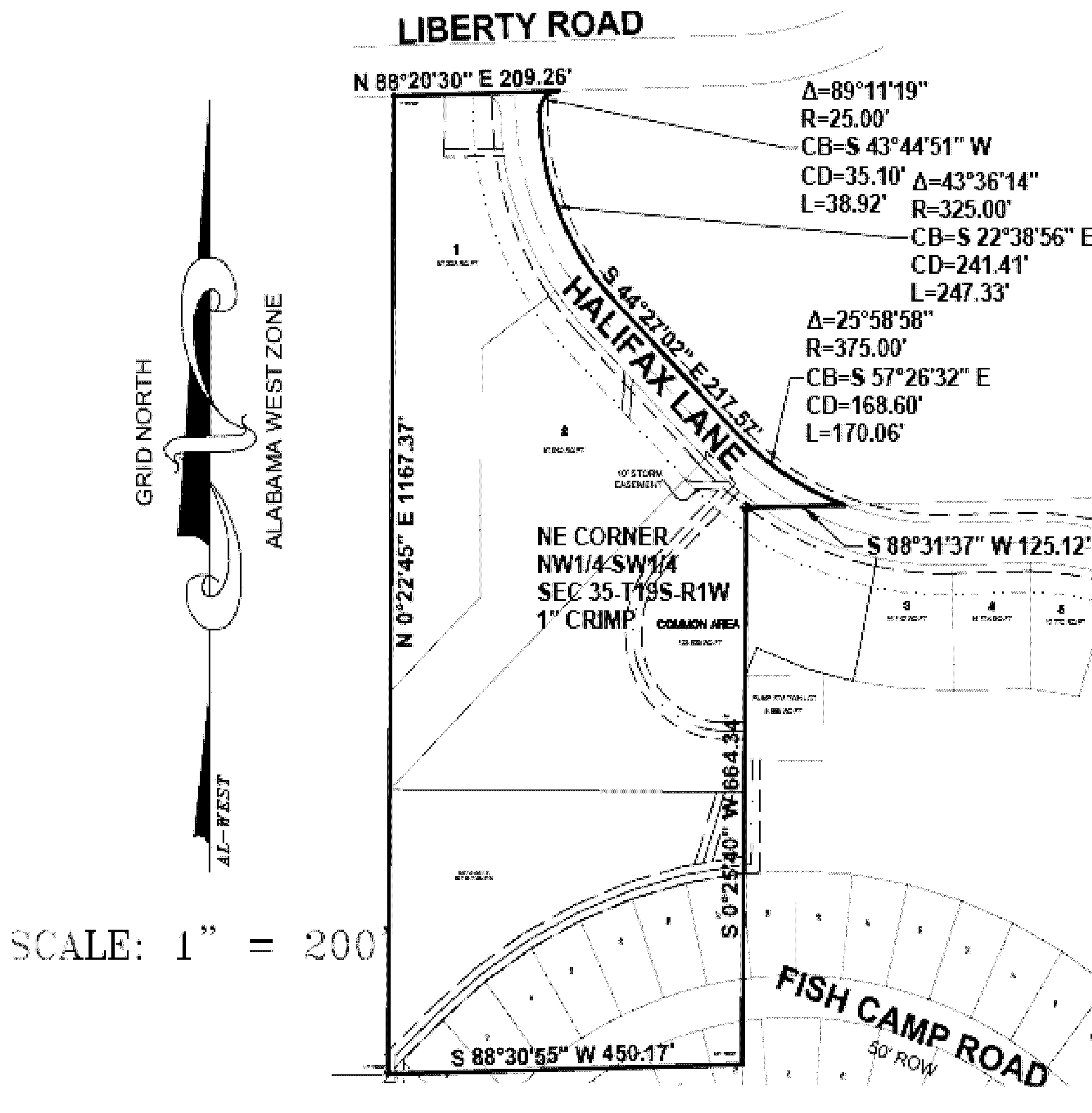


EXHIBIT C**Ownership Chart**

<u>Property Category</u>	<u>Lot #</u>	<u>Acres</u>	<u>Record Owner(s)</u>	<u>Property Address</u>	<u>Parcel ID#</u>	<u>Approved?</u>	<u>Acreage Counted</u>
Chelsea Estates	1	3.78	Michael Charles Stickley	1069 Liberty Road	09 7 35 0 005 001.000		
Chelsea Estates	2	4.58	Leonard Gray & Marsha Jean Coggins	1027 Liberty Road	09 7 35 0 005 002.000	Yes	4.58
Chelsea Estates	3	3.82	Michael Peyton & Jenny Lynn Banes	979 Liberty Road	09 7 35 0 005 003.000	Yes	3.82
Chelsea Estates	4	2.7	Joe N & Timma J Horsley	28 Yellow Leaf Circle	09 7 35 0 005 004.000		
Chelsea Estates	5C	3.01	John & Linda Nelson	76 Yellow Leaf Circle	09 7 35 0 005 005.002		
Chelsea Estates	5B	4.3	Kevin M & Sheryl D Thienpont	84 Yellow Leaf circle	09 7 35 0 005 005.000	Yes	4.3
Chelsea Estates	5A & 6	5	Barbara A Boaz	75 Yellow Leaf Circle	09 7 35 0 005 005.001 & 09 7 35 0 005 006.000	Yes	5
Chelsea Estates	7	2.41	Shane L & Rebekah M Ludwick	43 Yellow Leaf Circle	09 7 35 0 005 007.000	Yes	2.41
Chelsea Estates	8	3.2	Eric Case & Christie W Heaton	751 Liberty Road	09 7 35 0 005 008.000		
Chelsea Estates	9	2.9	Record owner inconclusive	90 Forest Ridge Circle	09 7 35 0 005 009.000		
Chelsea Estates	9A	0.52	Sue H. Ingram	22 Forest Ridge Circle	09 7 35 0 005 009.001		
Chelsea Estates	10	2.1	Tena Jeannine Walters	142 Forest Ridge Circle	09 7 35 0 005 010.000	Yes	2.1
Chelsea Estates	11	5.8	Nanci M Sexton	195 Forest Ridge Circle	09 7 35 0 005 011.000		
Chelsea Estates	12	5.9	Travis & Elizabeth Grandy	194 Forest Ridge Circle	09 7 35 0 005 013.000	Yes	5.9
Chelsea Estates	13	2	Charles Lawayne Lecroy	174 Forest Ridge Circle	09 7 35 0 005 014.000	Yes	2
Chelsea Estates	14	2	Sarah & Joel Beck	103 Forest Ridge Circle	09 7 35 0 005 015.000		
Chelsea Estates	15	2.8	Inez D Smith	53 Forest Ridge Circle	09 7 35 0 005 016.000	Yes	2.8
Chelsea Estates	16	2.1	Lucie Watkins & Brandon Scott Harding	493 Liberty Road	09 7 35 0 005 017.000	Yes	2.1
Chelsea Estates	17	2.2	Kenneth W & Frances B Ray	___ North Fork Circle	09 7 35 0 005 018.000		
Chelsea Estates	18	5.2	Clayton & Jennifer Leigh Hollis	41 North Fork Circle	09 7 35 0 005 019.000		
Chelsea Estates	19	4	James Roy & Linda Maxine Grace	51 North Fork Circle	09 7 35 0 005 020.000	Yes	4
Chelsea Estates	20	2.12	Gerald N Roethig	48 North Fork Circle	09 7 35 0 005 022.000		
Chelsea Estates	21	5.6	Denise Sierra & Garwood Vavak	44 North Fork Circle	09 7 35 0 005 023.000		
Chelsea Estates	22	2.9	James O & Katherine E Tate	375 Liberty Road	09 7 35 0 005 024.000		
Chelsea Estates	23	4.2	Barrett Jay & Michelle Teer Whittle	299 Liberty Road	09 7 35 0 005 025.000		
Encumbered Prop.	NA	3.7	Lenda Farmer	500 Liberty Road	09 7 35 0 004 006.000	Yes	3.7
Encumbered Prop.	NA	5.8	Robert & Patricia Combs	436 Liberty Road	09 7 35 0 004 006.001		
Encumbered Prop.	Common Area	2.84	Chelsea Acres Homeowner's Association Inc.	Common Area	NA	Yes	2.84
Encumbered Prop.	1	2	TCG Chelsea Acres, LLC	Lot 1	NA	Yes	2
Encumbered Prop.	2	2	TCG Chelsea Acres, LLC	Lot 2	NA	Yes	2
Encumbered Prop.	Scattered	3.62	TCG Chelsea Acres, LLC	Scattered lots along Fish Camp Road	NA	Yes	3.62

Total: 105.1

Total: 53.17

Consent % 50.59%

EXHIBIT D

Resolutions

(see attached)

**ACTION BY WRITTEN CONSENT OF
A MAJORITY OF OWNERS UNDER THOSE CERTAIN
1975 RESTRICTIVE COVENANTS ON RECORD IN
CHELSEA, SHELBY COUNTY, ALABAMA**

The undersigned, constituting a Majority of Owners, as hereafter defined, under the 1975 Restrictive Covenants, as hereafter defined, hereby adopt the following recitals and resolutions by action by written consent, effective as of January 1, 2023:

WHEREAS, TCG Chelsea Acres, LLC (“Developer”) is developing a single-family residential development known as Chelsea Acres on a tract of real property located south of Liberty Road in Chelsea, Shelby County, Alabama (the “Development”); and

WHEREAS, the Development has been entitled and approved by the necessary governmental authorities and is currently under construction; and

WHEREAS, on November 24, 1975, Dudley E. and Rebecca H. Williams executed and recorded those certain Restrictive Covenants in the real property records of Shelby County, Alabama in Book 17, Page 605, a copy of which is attached hereto as **Exhibit A** (the “1975 Restrictive Covenants”); and

WHEREAS, the 1975 Restrictive Covenants, among other things, impose certain restrictions on the Encumbered Property consistent with the development of a subdivision that was never completed; and

WHEREAS, the 1975 Restrictive Covenants encumber approximately 20 acres of land south of Liberty Road in Chelsea, Shelby County, Alabama (the “Encumbered Property”), including approximately 10 acres of the Development (the “Subject Property”); and

WHEREAS, the 1975 Restrictive Covenants can be amended with consent from a majority of owners (in total acreage) of both the Encumbered Property and certain real property located across the street known as Chelsea Estates (collectively, “Majority of Owners”), as set forth in that certain subdivision plat recorded in the real property records of Shelby County, Alabama in Plat Book 5, Page 61; and

WHEREAS, Delton L. Clayton, acting as Manager of the Developer, has requested, and the undersigned Majority of Owners have agreed to consent to an amendment to the 1975 Restrictive Covenants removing the Subject Property from the Encumbered Property under the 1975 Restrictive Covenants.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Majority of Owners hereby adopt the following resolutions:

BE IT RESOLVED, that the Majority of Owners hereby consent to the removal of the Subject Property from the Encumbered Property under the 1975 Restrictive Covenants; and

FURTHER RESOLVED, that the Majority of Owners hereby authorize and direct Delton L. Clayton, acting in his capacity as Manager of the Developer to execute and record an amendment to the 1975 Restrictive Covenants referring to this consent and effecting said removal of the Subject Property from the Encumbered Property under the 1975 Restrictive Covenants.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned Majority of Owners hereby adopt this Action by
Written Consent effective as of the date first above written.

Owner 1:

Owner Name: LEONARD GARY COGGINS MARSHA J. COGGINS
(Include spouse, as applicable)

Street Address: 1027 LIBERTY RD CHELSEA, AL 35043

6-12-23

Sign:

[Signature]

Sign:

Marsha J Coggins
(Write N/A above if no spouse)

Witness:

[Signature]

Witness:

[Signature]
(Write N/A above if no spouse)

IN WITNESS WHEREOF, the undersigned Majority of Owners hereby adopt this Action by Written Consent effective as of the date first above written.

Owner 2:

Owner Name: Michael & Jenny Banes
(Include spouse, as applicable)

Street Address: 979 Liberty Rd.

Sign: Michael Banes

Witness: [Signature]

Sign: Jenny Banes
(Write N/A above if no spouse)

Witness: [Signature]
(Write N/A above if no spouse)

IN WITNESS WHEREOF, the undersigned Majority of Owners hereby adopt this Action by Written Consent effective as of the date first above written.

Owner 2:

Owner Name: Kevin & Sheryl Thienpout
(Include spouse, as applicable)

Street Address: 84 Yellow Leaf Cir

Sign: [Signature]

Sign: [Signature]
(Write N/A above if no spouse)

Witness: Sheryl Thienpout

Witness: Kevin Thienpout
(Write N/A above if no spouse)

IN WITNESS WHEREOF, the undersigned Majority of Owners hereby adopt this Action by Written Consent effective as of the date first above written.

Owner 3 & 4:

Owner Name: Barbara Boaz
(Include spouse, as applicable)

Street Address: 75 Yellow Leaf Circle

Sign: Barbara Boaz

Sign: N/A
(Write N/A above if no spouse)

Witness: [Signature]

Witness: N/A
(Write N/A above if no spouse)

IN WITNESS WHEREOF, the undersigned Majority of Owners hereby adopt this Action by Written Consent effective as of the date first above written.

Owner 7:

Owner Name: Shane and Rebekah Ludwick
(Include spouse, as applicable)

Street Address: 43 Yellow Leaf Circle

Sign: 

Sign: 
(Write N/A above if no spouse)

Witness: 

Witness: _____
(Write N/A above if no spouse)

IN WITNESS WHEREOF, the undersigned Majority of Owners hereby adopt this Action by
Written Consent effective as of the date first above written.

Owner 10:

Owner Name: Tena L Walters
(Include spouse, as applicable)

Street Address: 142 Forest Ridge Cr

Sign: Tena L Walters Sign: NA
(Write N/A above if no spouse)

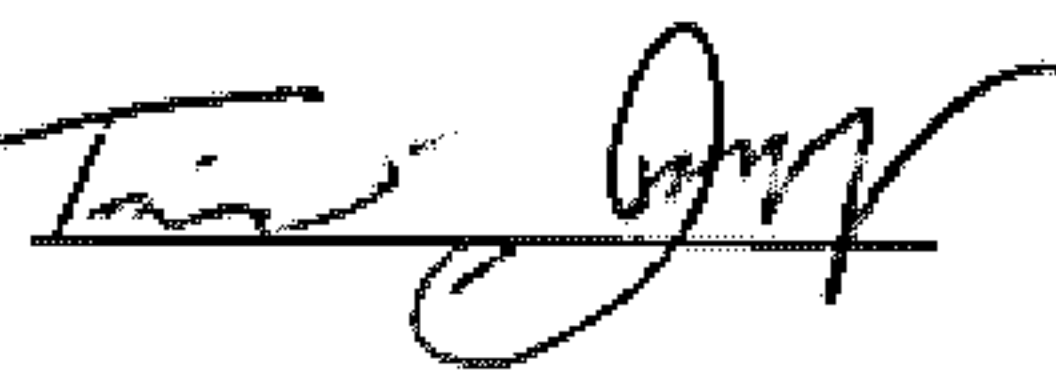
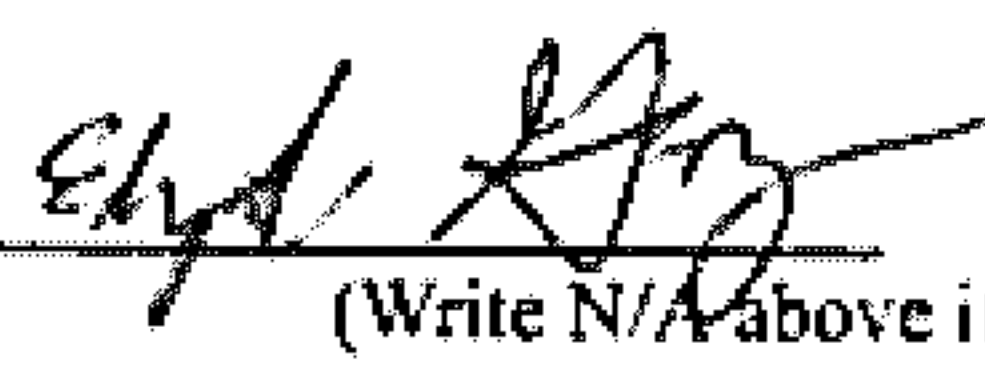
Witness: [Signature] Witness: NA
(Write N/A above if no spouse)

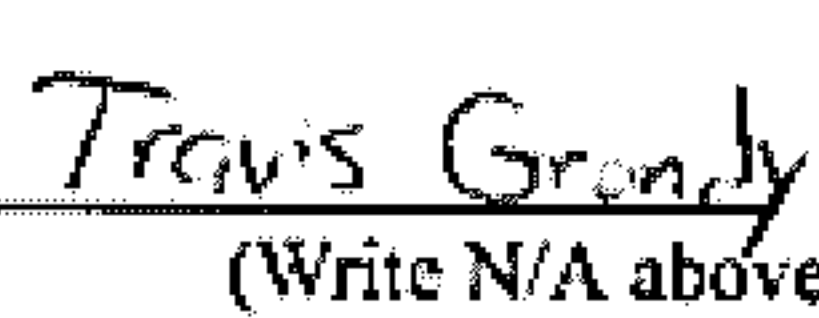
IN WITNESS WHEREOF, the undersigned Majority of Owners hereby adopt this Action by
Written Consent effective as of the date first above written.

Owner 7:

Owner Name: Travis Grandy & Elizabeth Grandy
(Include spouse, as applicable)

Street Address: 194 Forest Ridge Circle Chelsea AL 35043

Sign:  Sign: 
(Write N/A above if no spouse)

Witness:  Witness: 
(Write N/A above if no spouse)

IN WITNESS WHEREOF, the undersigned Majority of Owners hereby adopt this Action by Written Consent effective as of the date first above written.

Owner:

Owner Name: CHARLES L. LECROY
(Include spouse, as applicable)

Street Address: 174 FOREST RIDGE CIR, CHICKSBORO, AL

Sign: Charles L. Lecroy Sign: N/A
(Write N/A above if no spouse)

Witness: W. J. J. J. Witness: N/A
(Write N/A above if no spouse)

IN WITNESS WHEREOF, the undersigned Majority of Owners hereby adopt this Act
Written Consent effective as of the date first above written.

Owner:

Owner Name: INEZ D. SMITH
(Include spouse, as applicable)

Street Address: 53 FOREST RIDGE CIRCLE, CHOLSOA, AL

Sign: Inez D. Smith

Sign: N/A
(Write N/A above if no spouse)

Witness: Harry Day Smith

Witness: NA
(Write N/A above if no spouse)

IN WITNESS WHEREOF, the undersigned Majority of Owners hereby adopt this Action by Written Consent effective as of the date first above written.

Owner 7:

Owner Name: Brandon and Lucie Harding
(Include spouse, as applicable)

Street Address: 493 Liberty Road, Chelsea, AL 35043

Sign: Brandon Harding

Sign: Lucie Harding
(Write N/A above if no spouse)

Witness: Lucie Harding

Witness: Brandon Harding
(Write N/A above if no spouse)

IN WITNESS WHEREOF, the undersigned Majority of Owners hereby adopt this Action by Written Consent effective as of the date first above written.

Owner:

Owner Name: James R. Grace Linda Maxine GRACE
(Include spouse, as applicable)

Steet Address: 51 N. Ford Circle

Sign: James R. Grace

Witness: WJH

Sign: Linda Maxine GRACE
(Write N/A above if no spouse)

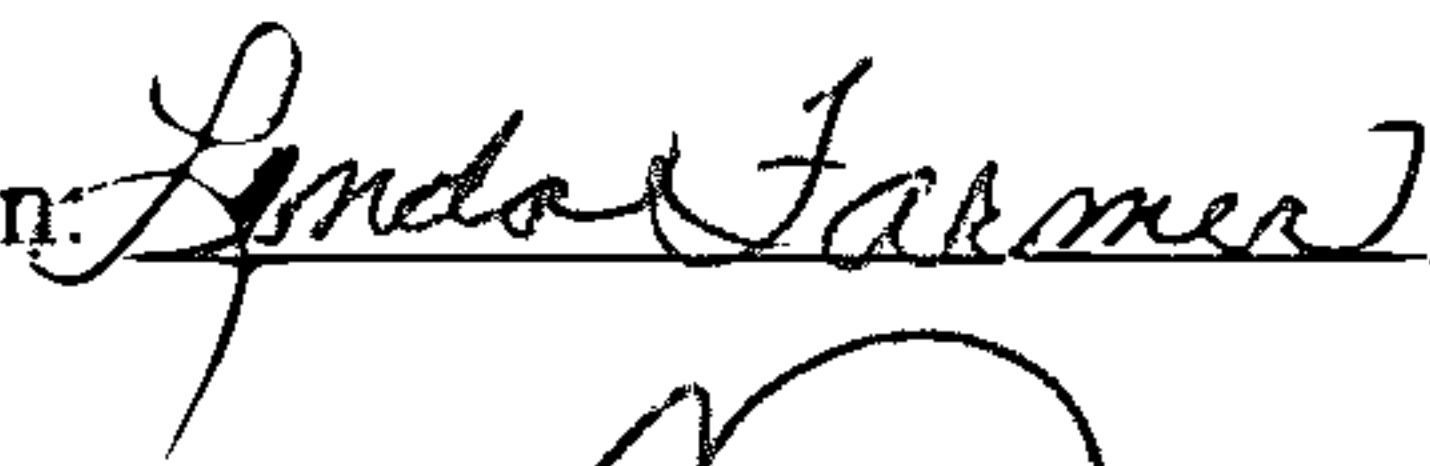
Witness: WJH
(Write N/A above if no spouse)

IN WITNESS WHEREOF, the undersigned Majority of Owners hereby adopt this Action by Written Consent effective as of the date first above written.

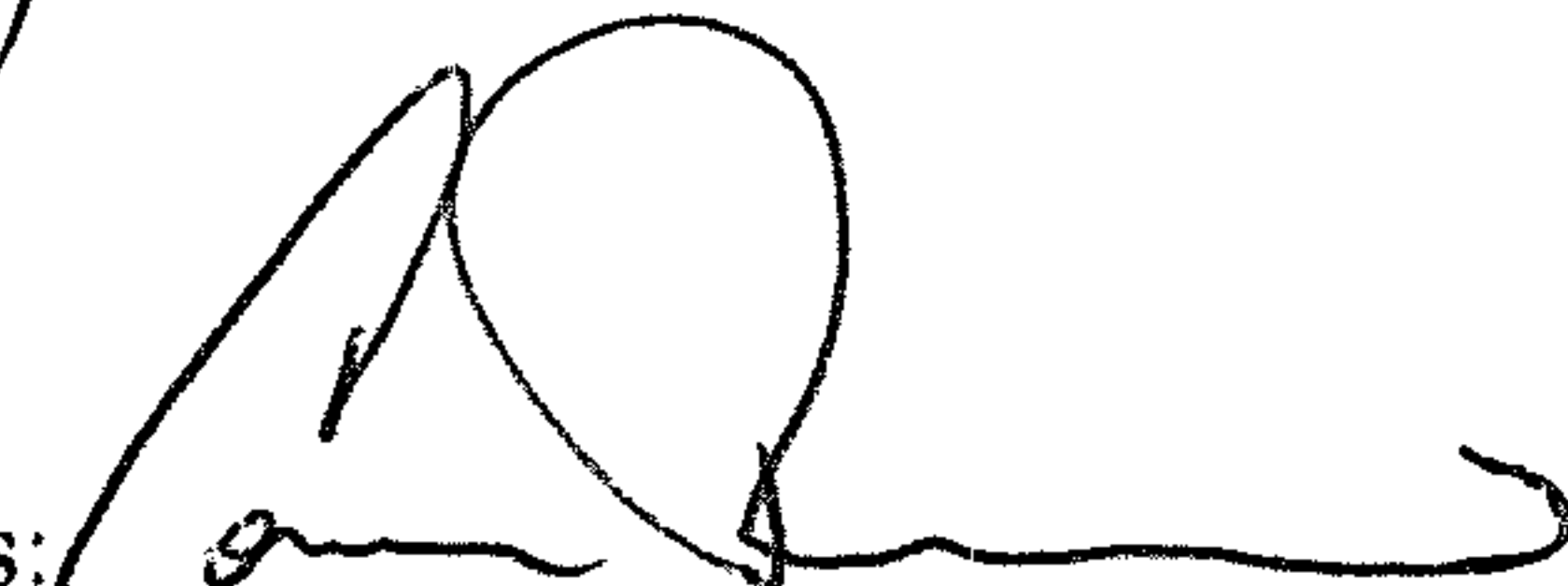
Owner 9:

Owner Name: Lenda Farmer
(Include spouse, as applicable)

Steet Address: 500 Liberty Road, Chelsea, AL 35043

Sign: 

Sign: NA
(Write N/A above if no spouse)

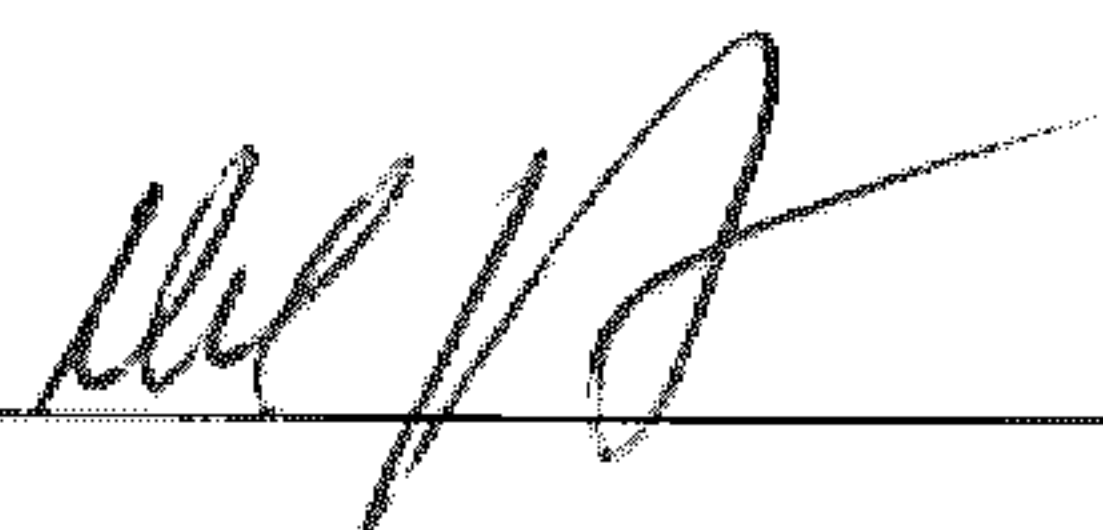
Witness: 
Connor Farmer

Witness: NA
(Write N/A above if no spouse)

IN WITNESS WHEREOF, the undersigned Majority of Owners hereby adopt this Action by Written Consent effective as of the date first above written.

Owner Name: Chelsea Acres Homeowner's Association Inc.
(Include spouse, as applicable)

Street Address: 100 Applegate Court, Pelham, AL 35124

Sign: 
Its: President

Sign: NA
(Write N/A above if no spouse)

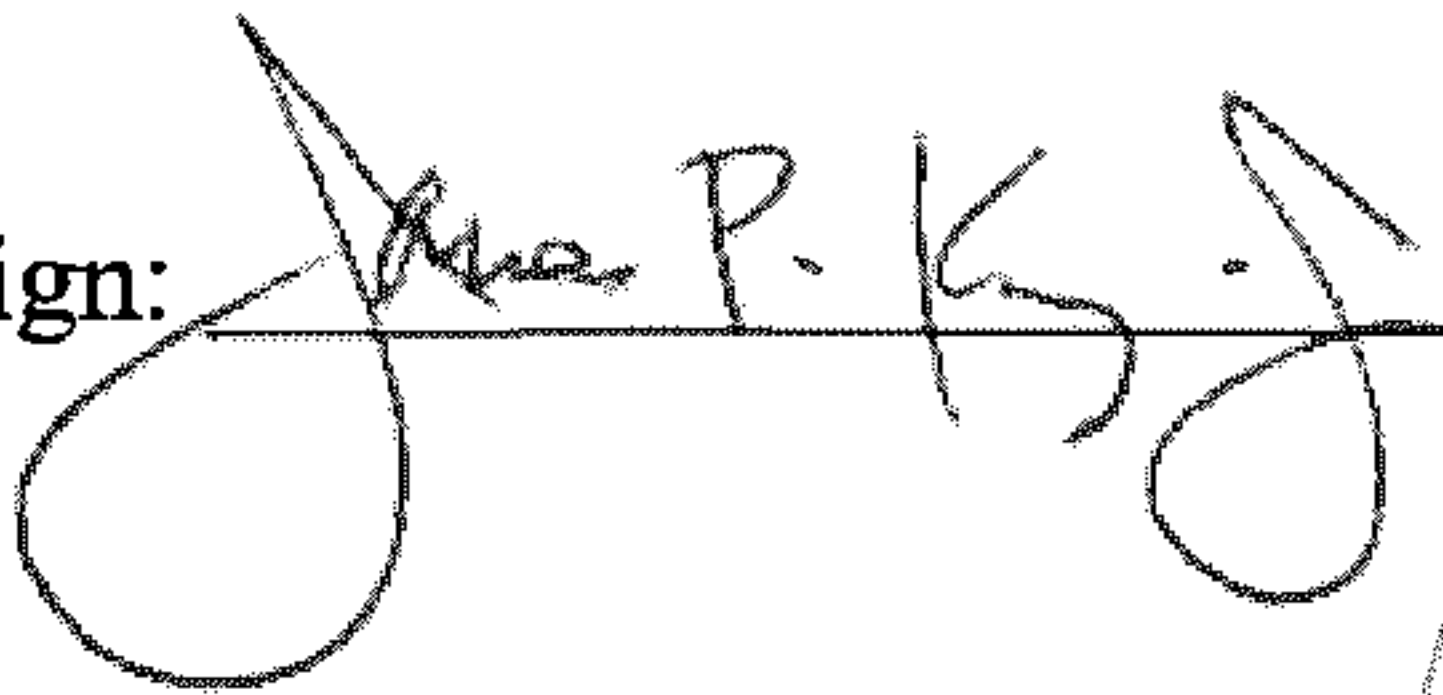
Witness: Rachel E. Clayton

Witness: NA
(Write N/A above if no spouse)

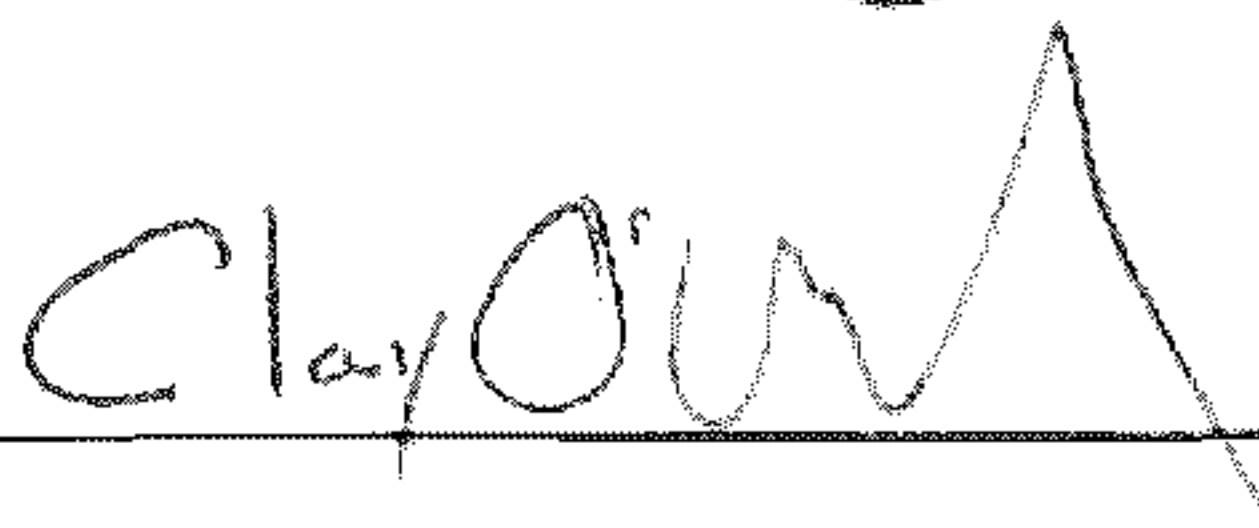
Owner 27:

Owner Name: TCG Chelsea Acres
(Include spouse, as applicable)

Street Address: 100 Applegate Court
Pelham, AL 36124

Sign: 

Sign: NA
(Write N/A above if no spouse)

Witness: 

Witness: NA
(Write N/A above if no spouse)

EXHIBIT A

Restrictive Covenants

See attached

STATE OF ALABAMA)

COUNTY OF SHELBY)

1747

RESTRICTIVE COVENANTS

PART A. KNOW ALL MEN BY THESE PRESENTS: That, whereas, Dudley E. Williams
and wife, Rebecca H. Williams

hereinafter referred to as OWNER, (is) (are) the owner (s) of the following
described lands, to-wit:

That certain real property which is more particularly described
as set forth on Exhibit "A," which is attached hereto and made
a part hereof.

BOOK 17 PAGE 605

NOW, THEREFORE, in consideration of the premises and other valuable
considerations, the receipt whereof is hereby acknowledged, the said owner does
hereby agree that said above-described property shall be subject to the follow-
ing covenants, terms, conditions, restrictions and limitations.

PART B. AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants
in Part C in their entirety shall apply to the entire Subdivision.

PART C. RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE. All of subject property, and every
part thereof shall be used solely for residential purposes. No building shall
be erected, altered, or permitted to remain on any part of said property other
than one detached single-family dwelling not to exceed two and one-half stories
in height and a private garage for more than two cars. In the event subject
property is divided into more than one tract, no such resulting tract shall
contain less than two acres in area.

C-2 ARCHITECTURAL CONTROL. No building shall be erected, placed or
altered on any part of said property until the construction plans and specifi-
cations and a plan showing the location of the structure have been approved by
the architectural control committee as to quality of workmanship and materials,
harmony of external design with existing structures, and as to location with
respect to topography and finish grade elevation. No fence or wall shall be
erected, placed or altered on any part of said property nearer to any street
than the minimum building setback line unless similarly approved. Any fence

placed in the front yard must be of a decorative nature and approved by the architectural committee. Approval shall be as provided in Part D.

C-3 DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet for a one-story dwelling, nor less than 1200 square feet for a dwelling of more than one story.

C-4 BUILDING LOCATION. No dwelling shall be erected on said property, the front line of which (which means the front line of porches or any projection, not counting steps) shall be nearer the street on which said property faces than 35 feet; and no dwelling shall be erected on said property, the side line of which (which means the side line of porch or any projection not counting steps) shall be nearer each side line of said property or tracts resulting from a division thereof than 35 feet.

C-5 NUISANCES. No noxious or offensive activity shall be carried on upon any part of said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-6 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any part of said property at any time as a residence either temporarily or permanently.

C-7 SIGNS. No sign of any kind shall be displayed to the public view on any part of said property except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-8 OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any part of said property nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of said property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any part of said property.

C-9 LIVESTOCK AND POULTRY. Animals or fowls will be allowed, except pigs, goats, cows, or chickens. No dog kennels will be allowed, or more than one (1) horse per acre allowed on each estate.

C-10 GARBAGE AND REFUSE DISPOSAL. No part of said property shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-11 SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any part of said property unless such system is designed, located and constructed in accordance with the requirements, standards and recommendation of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP. The architectural control committee is composed of: Dudley E. Williams, James B. Davis, and Billy W. Erwin.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of said property, by acreage ownership, shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2 PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

BOOK 1 PAGE 000

PART E. GENERAL PROVISIONS

E-1 TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless any instrument signed by a majority of the then owners of said property, by acreage ownership, has been recorded; agreeing to change said covenants in whole or in part.

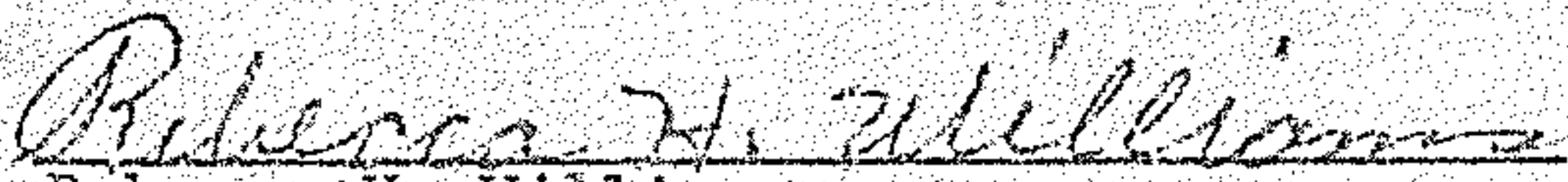
E-2 ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3 SEVERABILITY. Invalidity of any one of these covenants by judgment or court order shall nowise affect any of the other provisions which shall remain in full force and effect.

E-4 DEFINITION OF "OWNERS." It is within the contemplation of the parties hereto that captioned lands are restricted not merely for the benefit of the undersigned owners, but for those owners present and future of that certain subdivision known as Chelsea Estates Subdivision, Shelby County, Alabama, a plat and a map of which have been recorded in Plat Book 5, page 61 in the Office of the Judge of Probate, Shelby County, Alabama. Accordingly, wherever the terms "majority of the then record owners," or any such similar terms are used in the foregoing set of restrictions, covenants, terms, conditions and limitations, said majority of record owners shall consist of or be determined with reference to the record owners of lots in said Chelsea Estates Subdivision, as well as the owner or owners of captioned lands.

IN WITNESS WHEREOF, The undersigned owners have hereunto set their hands and seals on this, the 24th day of November, 1975.


Dudley E. Williams

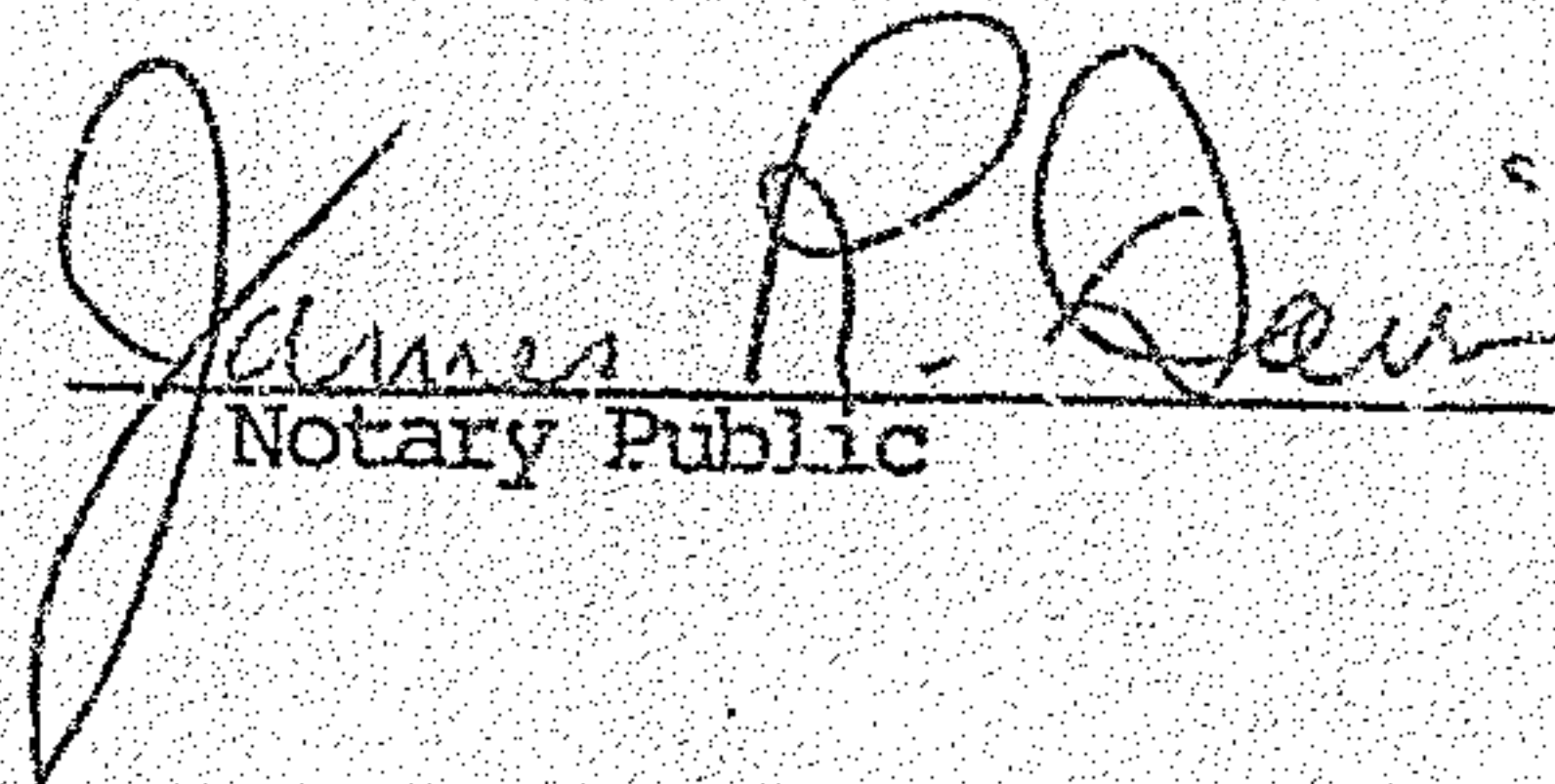

Rebecca H. Williams

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dudley E. Williams and wife, Rebecca H. Williams

whose name are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 24th day of November 1975.


Notary Public

STATE OF
COUNTY OF

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____

whose name signed to the foregoing conveyance, and who known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____ 19__.

Notary Public

STATE OF
COUNTY OF

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____

whose name signed to the foregoing conveyance and who known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____ 19__.

BOOK 17 PAGE 008

EXHIBIT "A"

Commence at the Southeast corner of the North half of the Northwest Quarter of the Southwest Quarter of Section 35, Township 19 South, Range 1, West; thence run in a Westerly direction along the South line of said North half of the Northwest Quarter of the Southwest Quarter of Section 35 a distance of 675.0 feet; thence turn an angle to the right of 91 degrees, 48 minutes, 56 seconds and run in a Northerly direction for a distance of 1,127.32 feet to it's intersection with the Southerly right-of-way line of Liberty Road; thence turn an angle to the right of 58 degrees, 29 minutes, 51 seconds to the tangent of a curve to the right, having a central angle of 29 degrees, 32 minutes, 09 seconds and a radius of 310.32 feet; thence continue along the arc of said curve, continuing along the Southerly right-of-way line of Liberty Road in an Easterly direction a distance of 159.97 feet to the end of said curve; thence continue in an Easterly direction along the Southerly line of said Liberty Road along the tangent extended to last described curve a distance of 513.15 feet to the point of commencement of a curve to the left, having a central angle of 1 degree, 34 minutes, 07 seconds and a radius of 421.60 feet; thence continue along the arc of said curve a distance of 11.54 feet to it's intersection with the East line of the Southwest Quarter of the Northwest Quarter of Section 35, Township 19, South, Range 1 West; thence from the tangent extended to last described curve, turn an angle to the right of 93 degrees, 36 minutes, 07 seconds and run in a Southerly direction along the East line of said Southwest Quarter of the Northwest Quarter and continuing along the East line of said Northwest Quarter of the Southwest Quarter of said Section 35 a distance of 1,169.52 feet to the point of beginning.

ALSO:

A tract of land located in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 35, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the SW corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 35, Township 19 South, Range 1 West, Shelby County, Alabama thence North along the West line of said quarter-quarter Section a distance of 505.22 feet to the South right-of-way boundary of Liberty Road, Thence 74 degrees, 48 minutes, right 175.9 feet along a chord of a curve being subtended by a central angle of 24 degrees, 04 minutes, 54 seconds, and having a radius of 421.60 feet, to a point on said right-of-way boundary, thence 105 degrees, 12 minutes, right from said chord, in a Southerly direction a distance of 546.10 feet to the South line of said quarter-quarter section, thence right and Westerly along said quarter-quarter line 170 feet to the point of beginning.

BOOK 17 PAGE 609



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 11/21/2023 02:25:09 PM
 \$121.00 JOANN
 20231121000340900

JUDGE OF PROBATE

SHIRLEY A. SHIRLEY
 JUDGE OF PROBATE
 11/21/2023 11:11:18
 INSTRUMENT W/ST FILED

Allie S. Bayl