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Shelby Cnty Judge of Probate, AL
01/03/2024 02:57:15 PM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

**THIRD SUPPLEMENTAL DECLARATION TO AMENDED
AND RESTATED DECLARATION OF PROTECTIVE
COVENANTS AND AGREEMENTS FOR THE HIGHLANDS**

This **THIRD SUPPLEMENTAL DECLARATION TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND AGREEMENTS FOR THE HIGHLANDS** (this “Third Supplemental Declaration”) is made and entered into as of December 28, 2023, by **TWO MOUNTAINS, LLC**, an Alabama limited liability company (the “Founder”).

RECITALS

WHEREAS, the Founder is the Declarant under that certain Amended and Restated Declaration of Protective Covenants and Agreements for The Highlands, as recorded in Instrument No. 20170313000084930 in the Probate Office of Shelby County, Alabama as amended in that certain Supplemental Declaration To Amended And Restated Declaration of Protective Covenants and Agreements for The Highlands, recorded as Instrument No. 20170913000333160 in said Probate Office and as amended by that certain Second Supplemental Declaration To Amended And Restated Declaration of Protective Covenants and Agreements for The Highlands, recorded as Instrument No. 20231219000364230 in said Probate Office (hereinafter referred to together as the “**Declaration**”);

WHEREAS, the Founder has determined to add to the Property Lots 101 through 121, Phase 1, Sector 4, as shown on and more particularly described in the map and survey recorded in Map Book 56, Pages 63A and 63B, in said Probate Office (The Highlands of Chelsea Phase 1 Sector 4);

WHEREAS, the Founder has executed this Third Supplemental Declaration as provided in Article 10 of the Declaration in order to (i) subject The Highlands of Chelsea Phase 1 Sector 4 and the Lots located therein to the terms and conditions of the Declaration, and (ii) designate Lots 101 through 111 therein to be a separate District pursuant to Article 10 of the Declaration, to be known as the “Chelsea Estate District”;

WHEREAS, the Founder has determined to clarify and correct certain provisions of the Declaration as authorized pursuant to Article 5, Section 10 B (2) of the Declaration;

WHEREAS, Tall Timbers, LLC, as the owner of all of the Lots within The Highlands of Chelsea Phase 1 Sector 4 has consented to the addition of the Lots and all lands situated therein to the Declaration, as amended by this Third Supplemental Declaration.

1. **NOW THEREFORE**, the Founder hereby declares as follows: Capitalized terms used herein without specific definitions shall have the same meaning provided in the Declaration.



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2. The Highlands of Chelsea Phase 1 Sector 4 and all Lots therein shall be added to the Property and shall be held, transferred, sold, conveyed and occupied with all benefits available to the Property and subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in the Declaration as modified and supplemented by this Third Supplemental Declaration.

3. This Third Supplemental Declaration shall run with title to The Highlands of Chelsea Phase 1 Sector 4 and shall bind and inure to the benefit of the Founder, its successors and assigns.

4. Pursuant to Sections 2B and 4 of Article 10 the Declaration, the Founder hereby declares Lots 101 through 111 of The Highlands of Chelsea Phase 1 Sector 4 to be a separate District to be known as the **"Chelsea Estate District"**, which shall be subject to the following new covenants, conditions and restrictions, in addition to the other covenants, conditions and restrictions set forth in the Declaration which are applicable to all Lots within the Property:

- A. Each of the Lots in the Chelsea Estate District shall maintain a buffer of tree coverage of at least 75 feet on all four sides of each such Lot.
- B. Fencing is allowed for the Lots in the Chelsea Estate District so long as it is natural colored or wood. No typical silver chain-link fencing shall be allowed.
- C. All houses constructed on the Lots in the Chelsea Estate District must be a minimum of 3000 square feet of heated and cooled living space.
- D. All houses constructed on the Lots in the Chelsea Estate District will be on septic systems for sewage.
- E. The covenants, conditions and restrictions granted pursuant to this Section of this Third Supplemental Declaration are and shall be permanent and perpetual, and are appurtenant to and shall pass and run with title to each of the Lots in the Chelsea Estate District.
- F. The provisions of this Section 4 of this Third Supplemental Declaration may be amended by the Founder with the consent of Tall Timbers, LLC, for so long as Tall Timbers, LLC owns one or more Lots in the Chelsea Estate District. After conveyance by Tall Timbers LLC of all of the Lots in the Chelsea Estate District, then the provisions of this Section 4 shall not be amended without the unanimous written consent of all of the Owners of the Lots in the Chelsea Estate District.
- G. The Founder may add Lots to the Chelsea Estate District without the consent of any of the other owners of Lots in the Chelsea Estate District by means of the execution and filing of an additional supplemental declaration to the Declaration.



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H. The Provisions of this Section 4 of this Third Supplemental Declaration shall apply to the Lots in the Chelsea Estate District, but shall not apply to any of the other Lots within the Property.

5. The liquidated damage charge by Spire (previously Alagasco) pursuant to Article 5, Section 14 of the Declaration, shall be the amount which has been established by Spire with respect to each Sector within the Property, and may be different from the amount set forth in Article 5, Section 14.

6. The requirement that Owners sign a Sanitary Sewer Service Agreement shall not apply to those Lots to which sanitary sewer service is not available.



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IN WITNESS WHEREOF, the Founder has executed this Third Supplemental Declaration as of the date first written above.

Founder:

TWO MOUNTAINS, LLC

By William David Brogdon
William David Brogdon
Member

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William David Brogdon, whose name as Member of TWO MOUNTAINS, LLC, an Alabama 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 said instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 27th day of Dec, 2023.

Mary Ann Brogden
Notary Public
My commission expires: 6/30/26

[NOTARY SEAL]






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CONSENT

By its execution of this Third Supplemental Declaration, the undersigned, Tall Timbers LLC, as the owner of all of the Lots and lands within The Highlands of Chelsea Phase 1 Sector 4, consents to the addition thereof as part of the Property subject to the Declaration, as more particularly described herein above in this Third Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned has given its hand and seal as of date first herein above written.

TALL TIMBERS, LLC

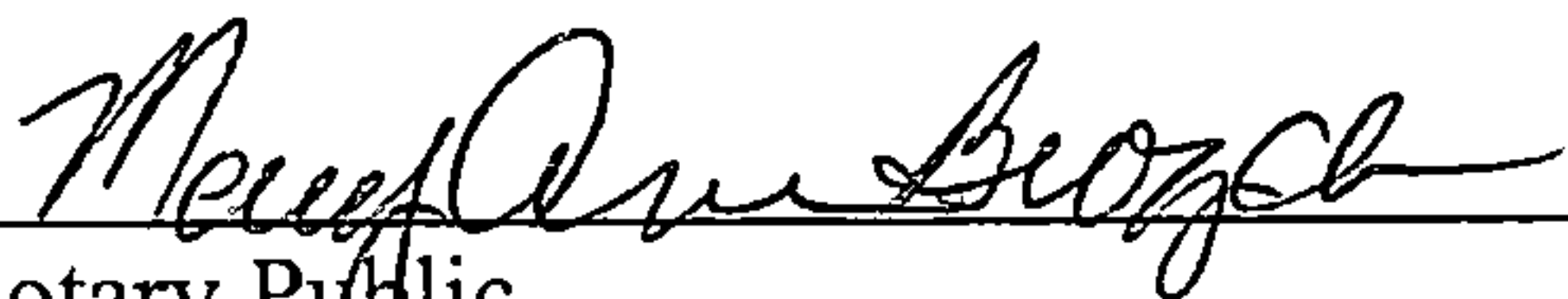
By 
William David Brogdon
Member

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William David Brogdon, whose name as Member of TALL TIMBERS, LLC, an Alabama 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 said instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 27 day of Dec, 2023.


Notary Public

[NOTARY SEAL]

My commission expires: 6/30/26

