

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

423-225000241LL

STATE OF ALABAMA  
COUNTY OF SHELBY

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

THIS SECOND AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Amendment") is made effective as of August 26, 2024 (the "Effective Date"), by TCG Chelsea Acres, LLC, a Delaware limited liability company ("Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the developer of Chelsea Acres Subdivision. In connection therewith, Declarant executed and recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "County Registry") that certain Declaration of Conditions, Covenants and Restrictions of Chelsea Acres Subdivision as Instrument Number 20221206000442630; as amended by First Amendment to Declaration of Conditions, Covenants and Restrictions of Chelsea Acres Subdivision as Instrument Number 20230713000208880, 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 2A at recorded in Map Book 60, Pages 39A-39D in the County Registry (the "Sector 1 Phase 2A 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 2A Plat (the "Sector 1 Phase 2A 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 2A Property. The Sector 1 Phase 2A 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 2A Plat shall be a "Lot" and all common areas shown on the Sector 1 Phase 2A 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

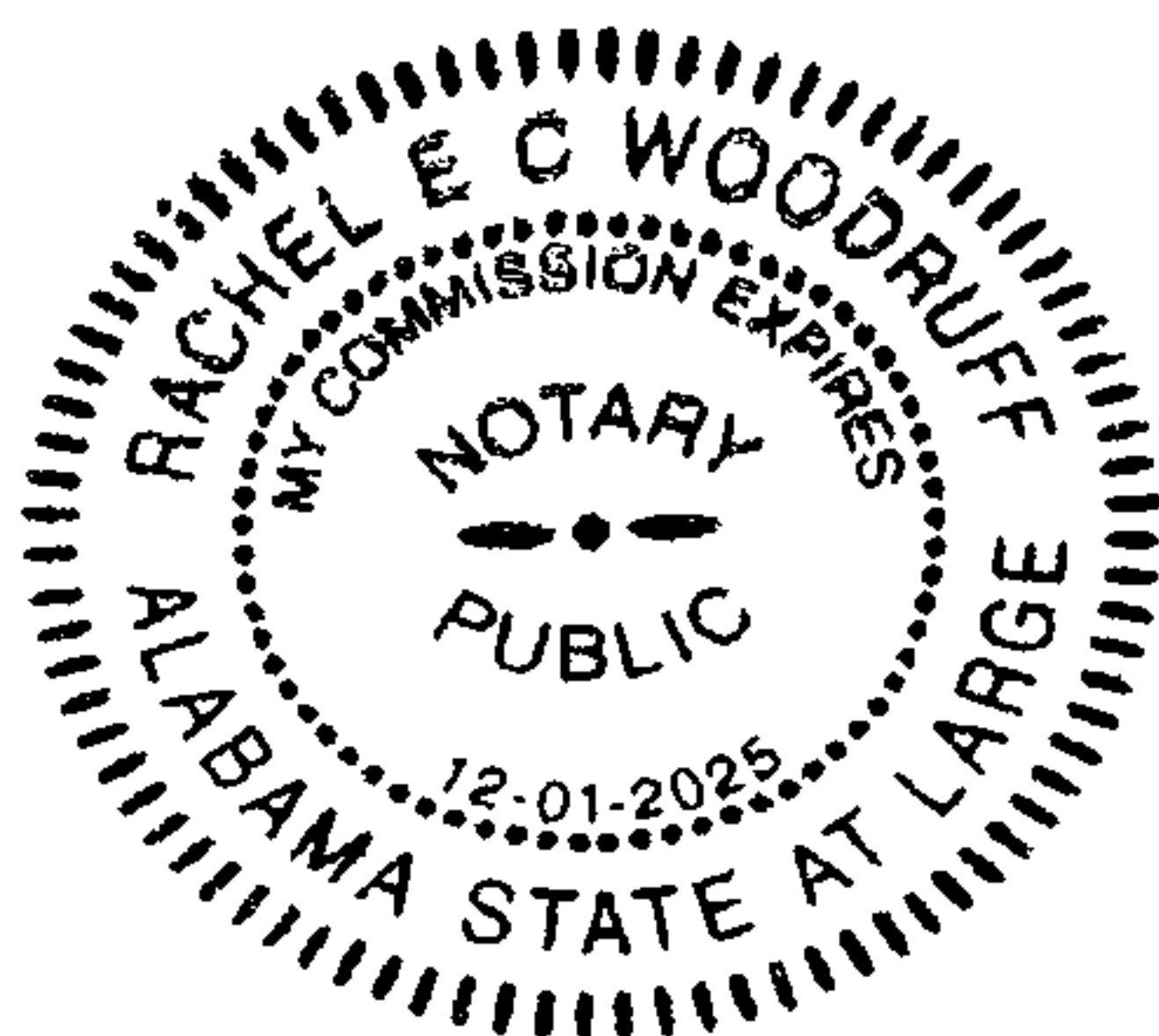
By:   
Name: Delton L. Clayton  
Title: Manager

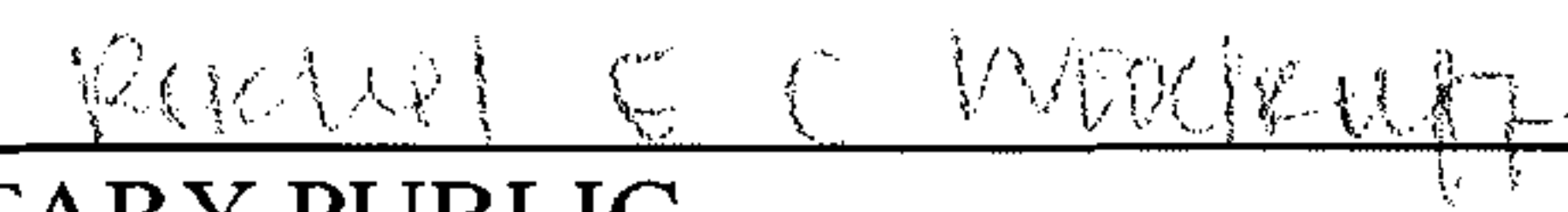
STATE OF ALABAMA  
COUNTY OF Shuford

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 28 day of August, 2024.

{SEAL}




  
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 29 day of August, 2024.

GREEN ROCK 2019 STRATEGIC FUND, LLC

By:   
 Name: Chris Devine  
 As Its: Manager

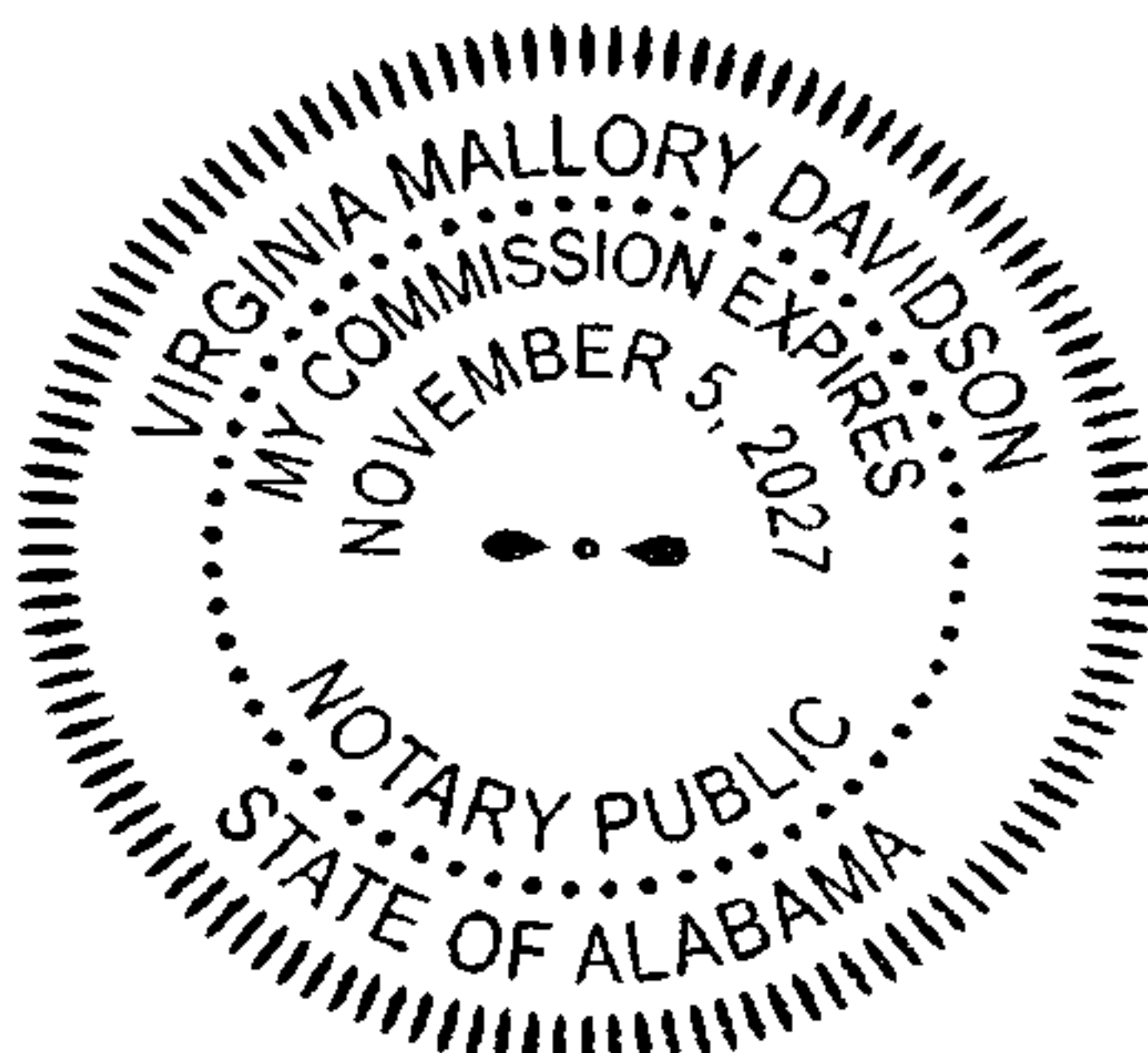
STATE OF ALABAMA  
 COUNTY OF JEFFERSON

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 29 day of Aug, 2024.



Notary Public  
 My Commission Expires:





**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 31<sup>st</sup> day of August, 2024.

D.R. Horton, Inc. – Birmingham

By: 

Julia L. Antee

As Its Assistant Secretary

STATE OF Alabama  
COUNTY OF Shelby

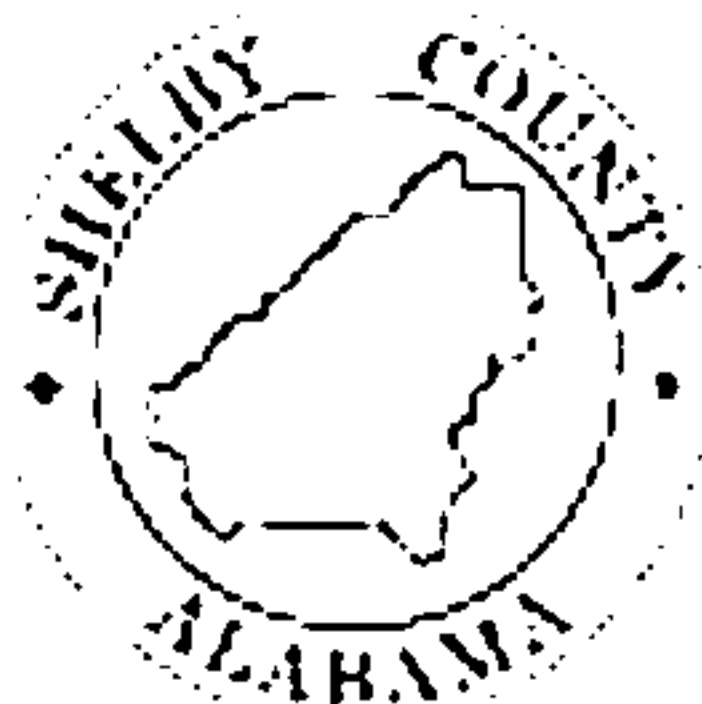
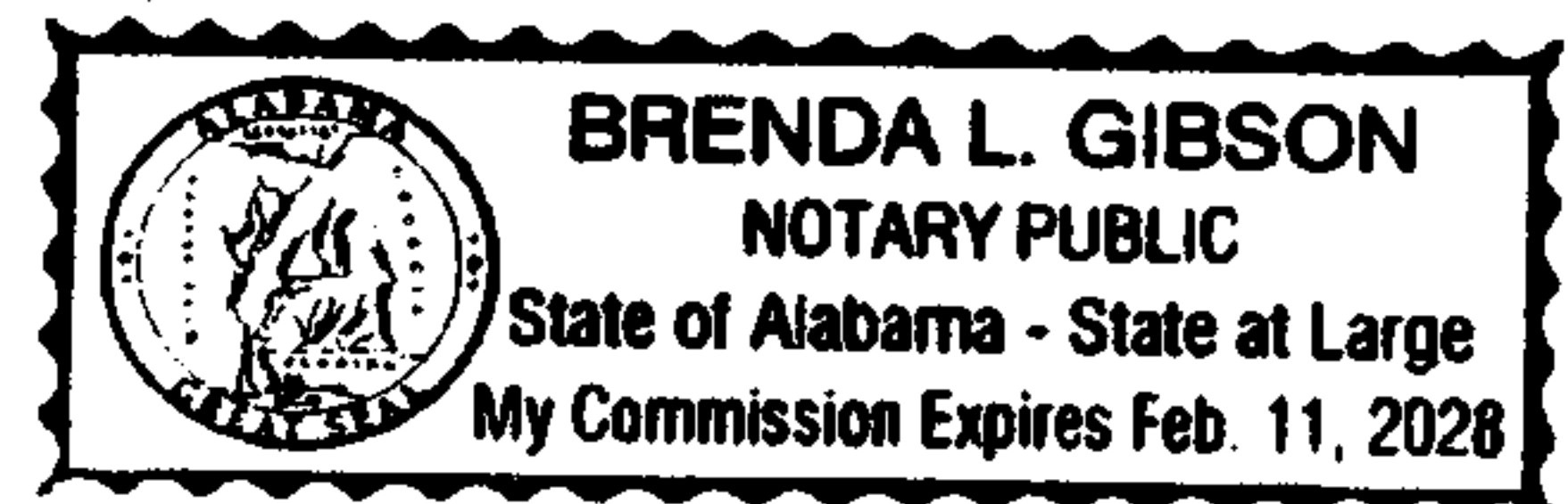
I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Julia L. Antee as the Assistant Secretary for D.R. Horton, Inc. – Birmingham, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed 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 28<sup>th</sup> day of August, 2024.



Notary Public

My Commission Expires:



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
09/05/2024 09:44:19 AM  
\$36.00 PAYGE  
20240905000276520