

THIS INSTRUMENT PREPARED BY:

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

423-202802304L6

STATE OF ALABAMA
COUNTY OF SHELBY

**SECOND AMENDMENT TO DECLARATION OF CONDITIONS,
COVENANTS AND RESTRICTIONS OF SADDLEWOOD TRAILS
SUBDIVISION**

THIS SECOND AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Amendment") is made effective as of 12/4, 2025 (the "Effective Date"), by TCG Saddlewood Trails, LLC, a Delaware limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the developer of Saddlewood Trails Subdivision Phase 1 - Sector 1 and Phase 1 - Sector 2, according to the plats recorded in Map Book 58, Page 42A and Map Book 59, Page 72A 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 Saddlewood Trails Subdivision as Instrument Number 20230831000264210 in the County Registry, as amended by a First Amendment thereto recorded as Instrument Number 20240405000096970 in the County Registry (collectively, the "Declaration");

WHEREAS, Declarant is the owner of all of that certain property shown on the plat of subdivision for Saddlewood Trails Subdivision Phase 2 at recorded in Map Book 62, Page 45 in the County Registry (the "Phase 2 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 2 Plat (the "Phase 2 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:

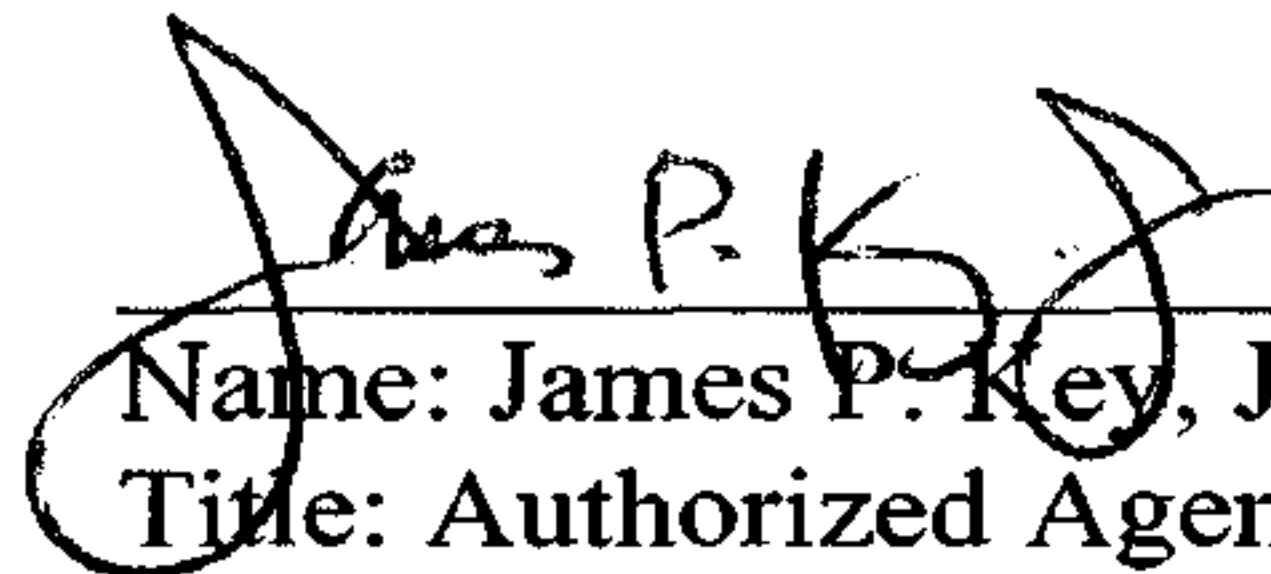
1. Capitalized Terms. Capitalized terms used herein unless otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.
2. Recitals. The foregoing recitals are true and correct in all material respects and form an integral part of this Amendment, the same as if said recitals were included in the numbered paragraphs hereof.
3. Annexation of Phase 2 Property. The Phase 2 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 2 Plat shall be a "Lot" and all common areas shown on the Phase 2 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:

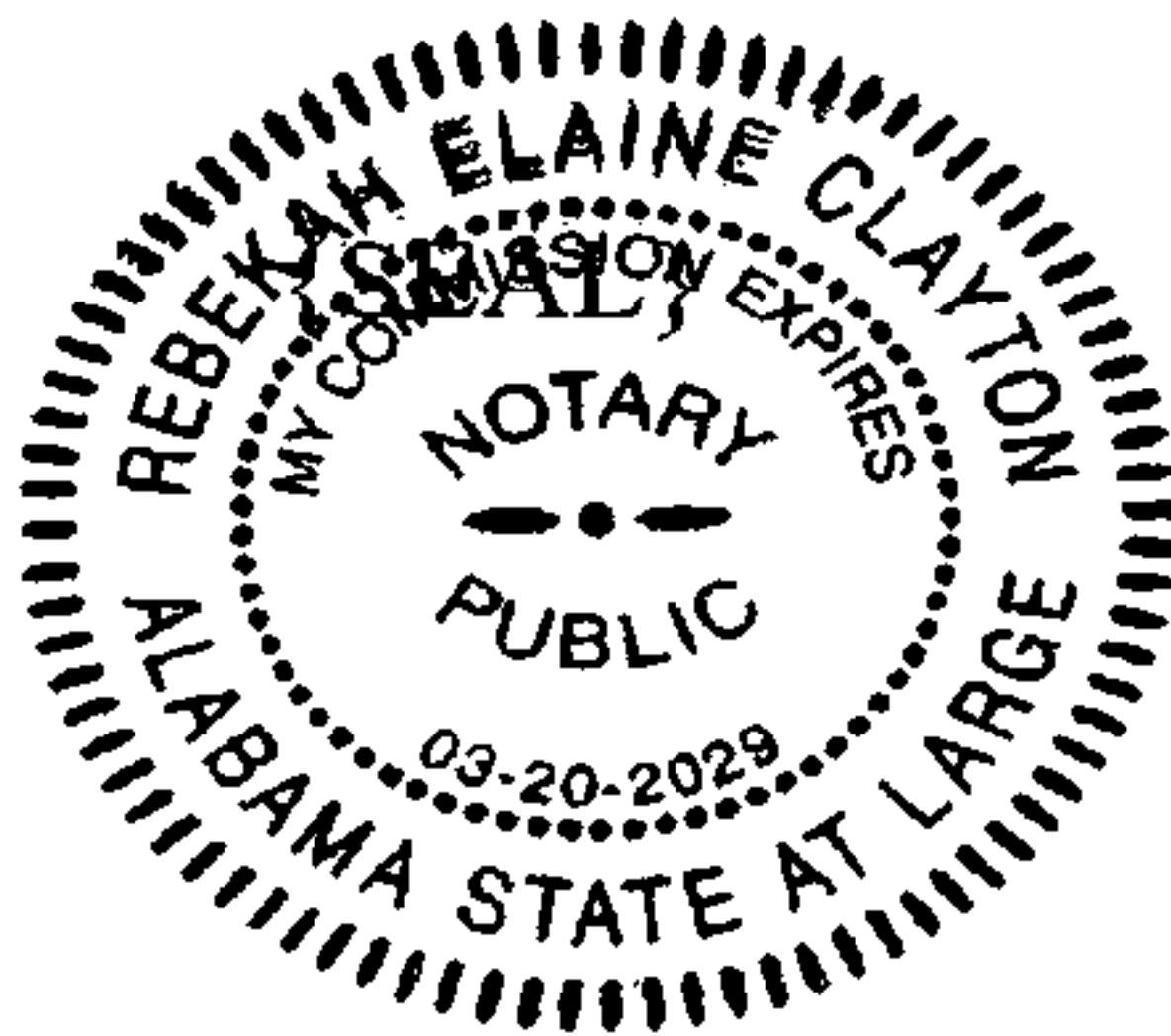
TCG SADDLEWOOD TRAILS, LLC, a
Delaware limited liability company

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 Saddlewood Trails, 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 2nd day of December, 2025.



Rebekah Elaine Clayton
NOTARY PUBLIC
My Commission Expires: 03/20/2029

MORTGAGEE'S CONSENT AND SUBORDINATION

SmartBank, a Tennessee corporation ("Secured Lender"), the mortgagee under that certain Amended and Restated Mortgage and Security Agreement executed by TCG SADDLEWOOD TRAILS, LLC, a Delaware limited liability company, dated December 19, 2024 and recorded as Instrument Number 20241223000390420 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 2nd day of December, 2025.

SmartBank, a Tennessee corporation

By: [Signature]

Name: TODD SHAFER

Title: SENIOR VICE PRESIDENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Todd Shafer as the SVP for SmartBank, a Tennessee 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 2nd day of December, 2025.

[Signature: Karen King]

Notary Public

My Commission Expires:

KAREN KING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES FEB. 18, 2026

MORTGAGEE'S CONSENT AND SUBORDINATION

D.R. Horton, Inc. – Birmingham ("Secured Lender"), the mortgagee under that certain Earnest Money Mortgage executed by TCG SADDLEWOOD TRAILS, LLC, a Delaware limited liability company, dated January 12, 2022, and recorded as Instrument 20220118000021470 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 3rd day of December, 2025.

D.R. Horton, Inc. – Birmingham

By: 


Julia L. Antee

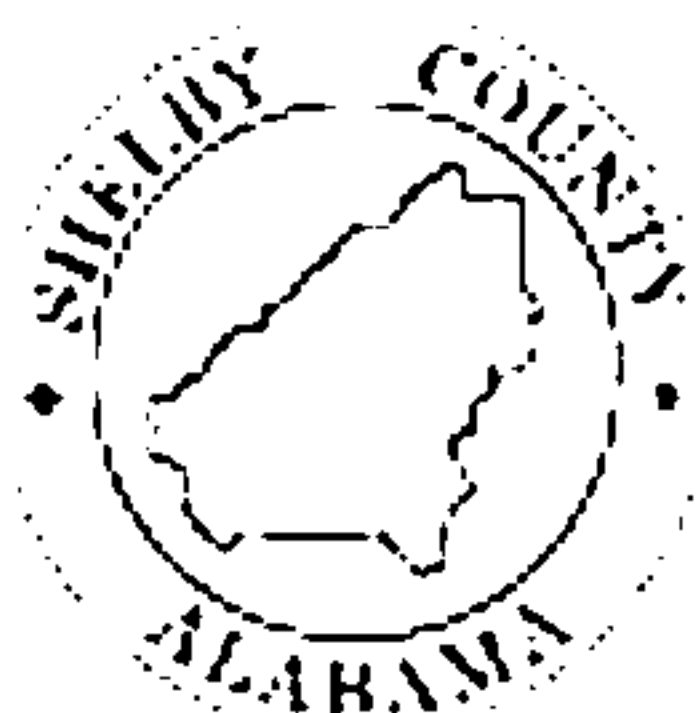
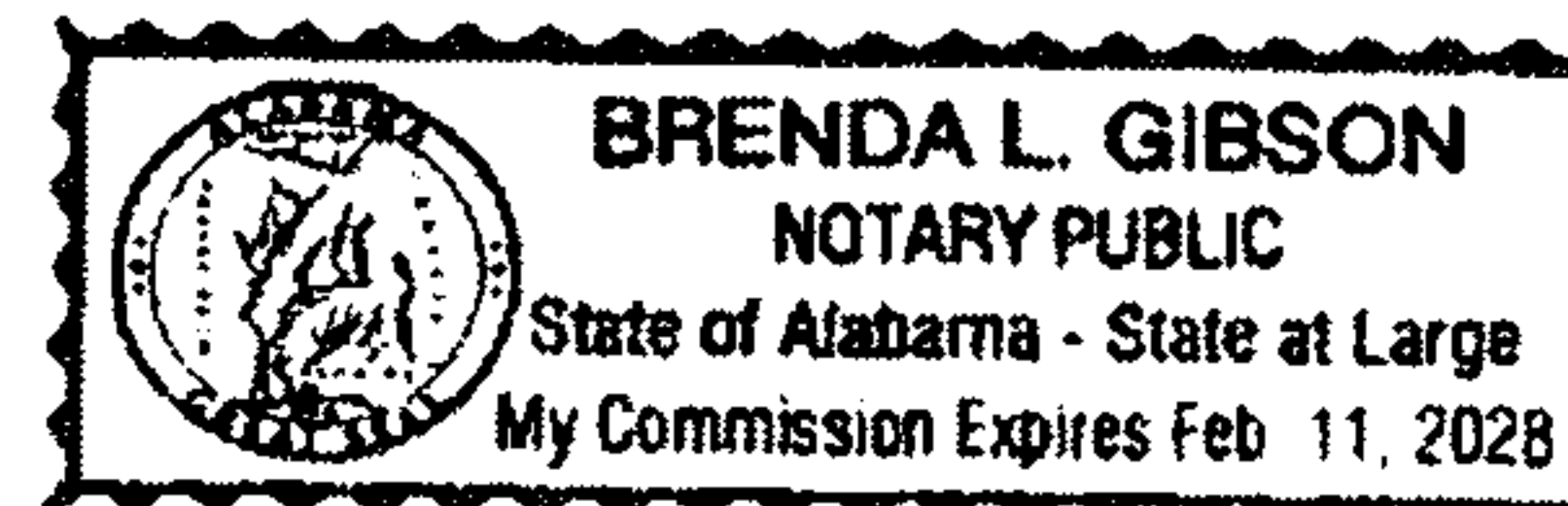
As Its Assistant Secretary

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 3rd day of December, 2025.


Notary Public
My Commission Expires:



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/04/2025 01:33:02 PM
\$34.00 BRITTANI
20251204000371870

Alvin S. Beyl