

THIS INSTRUMENT PREPARED BY:

Jared C. Batte  
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1819 Fifth Avenue North  
Birmingham, Alabama 35203

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STATE OF ALABAMA        )

COUNTY OF SHELBY        )

**SUPPLEMENTARY DECLARATION OF  
DECLARATION OF PROTECTIVE COVENANTS  
FOR  
TIMBERLINE**

**THIS SUPPLEMENTARY DECLARATION OF DECLARATION OF PROTECTIVE COVENANTS FOR TIMBERLINE** (this "Amendment") is made as of March 30, 2026 by **TIMBERLINE DEVELOPMENT, LLC**, an Alabama limited liability company ("Developer"), together with **TL DEVELOPMENT, LLC**, an Alabama limited liability company ("Lot Owner").

**RECITALS:**

**WHEREAS**, Developer executed and recorded that certain Declaration of Protective Covenants for Timberline as Instrument No. 20050329000141930 (the "Original Protective Covenants") in the Office of the Judge of Probate of Shelby County, Alabama (the "County Registry");

**WHEREAS**, the Original Protective Covenants have previously been amended and/or supplemented by those certain instruments recorded in the County Registry as Instrument No. 20050909000467130, Instrument No. 20070411000168210; Instrument No. 20070924000447980; Instrument No. 20170619000214940; Instrument No. 20200601000220030; Instrument No. 20210108000014000; Instrument No. 20250815000250360; and Instrument No. 20240621000186350 (collectively, the "Protective Covenants");

**WHEREAS**, Lot Owner owns Lot 6-23 according to the final plat of Timberline Phase 6 recorded as Instrument No. 20240529000159340 in Map Book 60, Pages 4A-4D in the County Registry ("Lot 6-23");

**WHEREAS**, the Developer desires to amend the Protective Covenants to withdraw Lot 6-23 and Lot Owner desires to join in the execution of this Amendment to consent to such withdrawal of Lot 6-23 from the Protective Covenants, all as more particularly set forth below.

**AMENDMENT:**

**NOW THEREFORE**, Developer, as the "Developer" under the Protective Covenants, hereby amends the Protective Covenants as follows:

1. Capitalized Terms. Capitalized terms used herein unless otherwise defined herein shall have the meaning ascribed to such terms in the Protective Covenants.

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. Withdrawal of Lot 6-23. Pursuant to the terms and provisions of Section 2.03 of the Protective Covenants, Developer, with the consent and approval of Lot Owner, does hereby remove and withdraw Lot 6-23 from the terms and provisions of the Protective Covenants. From and after the date hereof, Lot 6-23 shall no longer constitute part of the Property, as defined in the Protective Covenants.

4. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Protective Covenants, as hereby supplemented and amended, are in all respects hereby ratified and reaffirmed, and the Protective Covenants and this Amendment shall be read, taken, and construed as one and the same instrument. References in the Protective Covenants and all exhibits thereto shall be deemed to be references to the Protective Covenants as amended by this Amendment.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Developer and Lot Owner hereby execute this Amendment as of the date first above written.

**DEVELOPER:**

**Timberline Development, LLC**  
an Alabama limited liability company

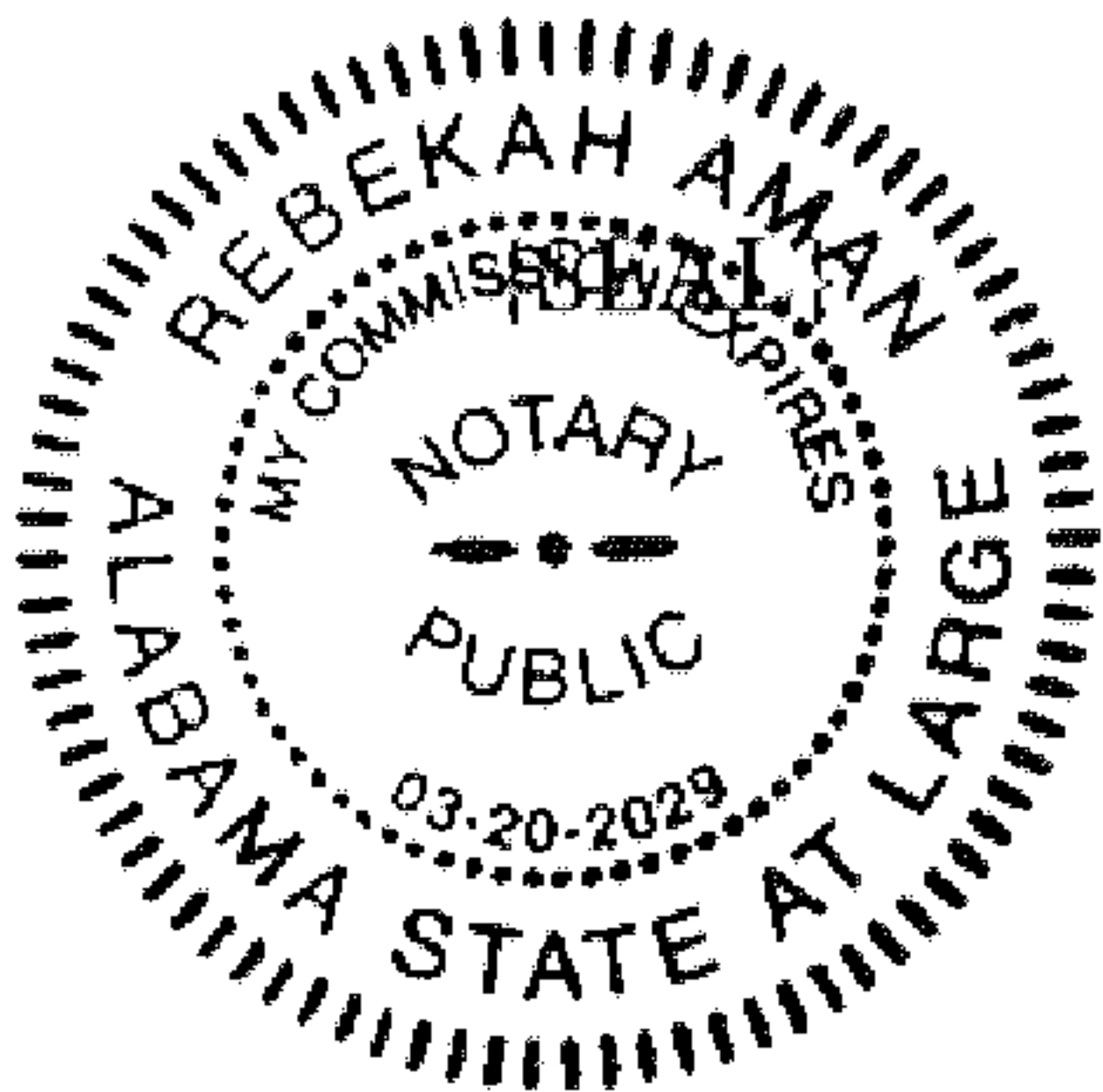
By:   
Delton L. Clayton  
As Its Manager

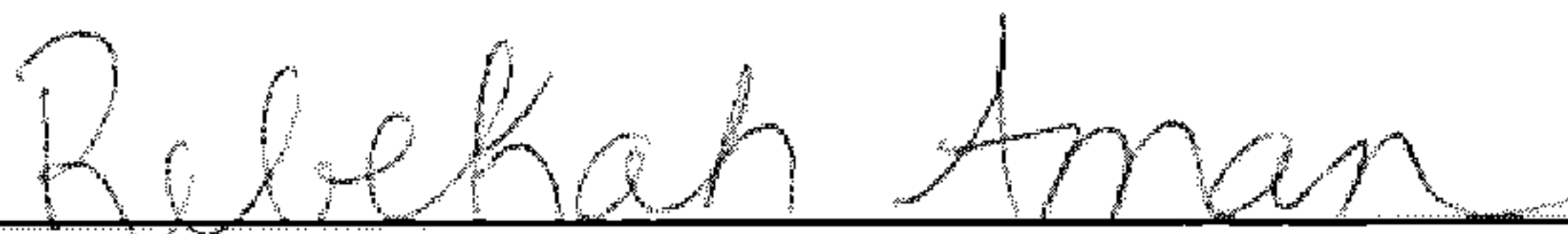
STATE OF ALABAMA

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 Timberline Development, 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 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 11 day of March, 2026.



  
NOTARY PUBLIC

My Commission Expires: 03/20/2029

*[additional signature page follows]*

**LOT OWNER:**

**TL DEVELOPMENT, LLC**, an Alabama limited liability company

By: *[Signature]*  
Delton L. Clayton  
As Its Manager

STATE OF ALABAMA

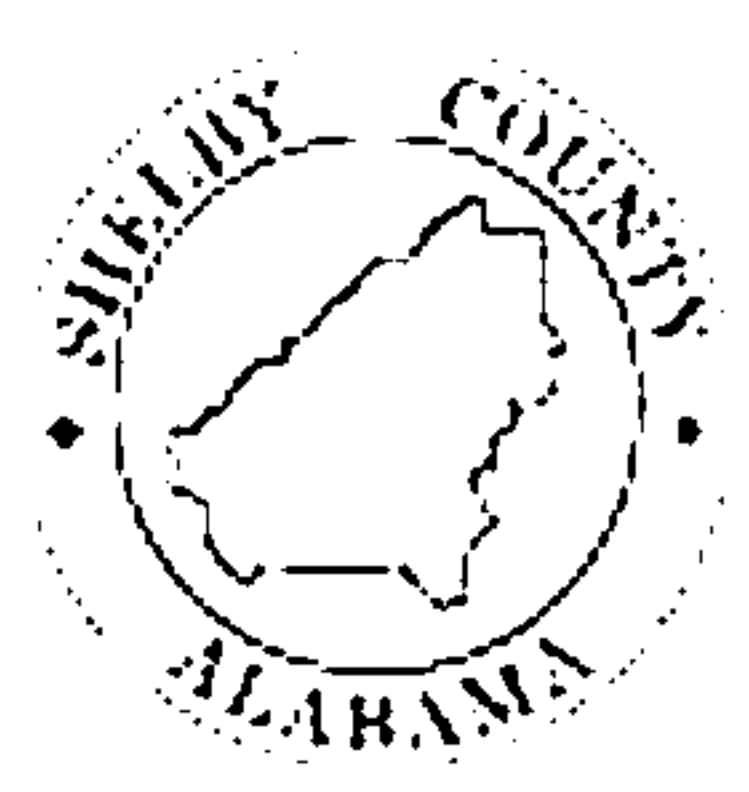
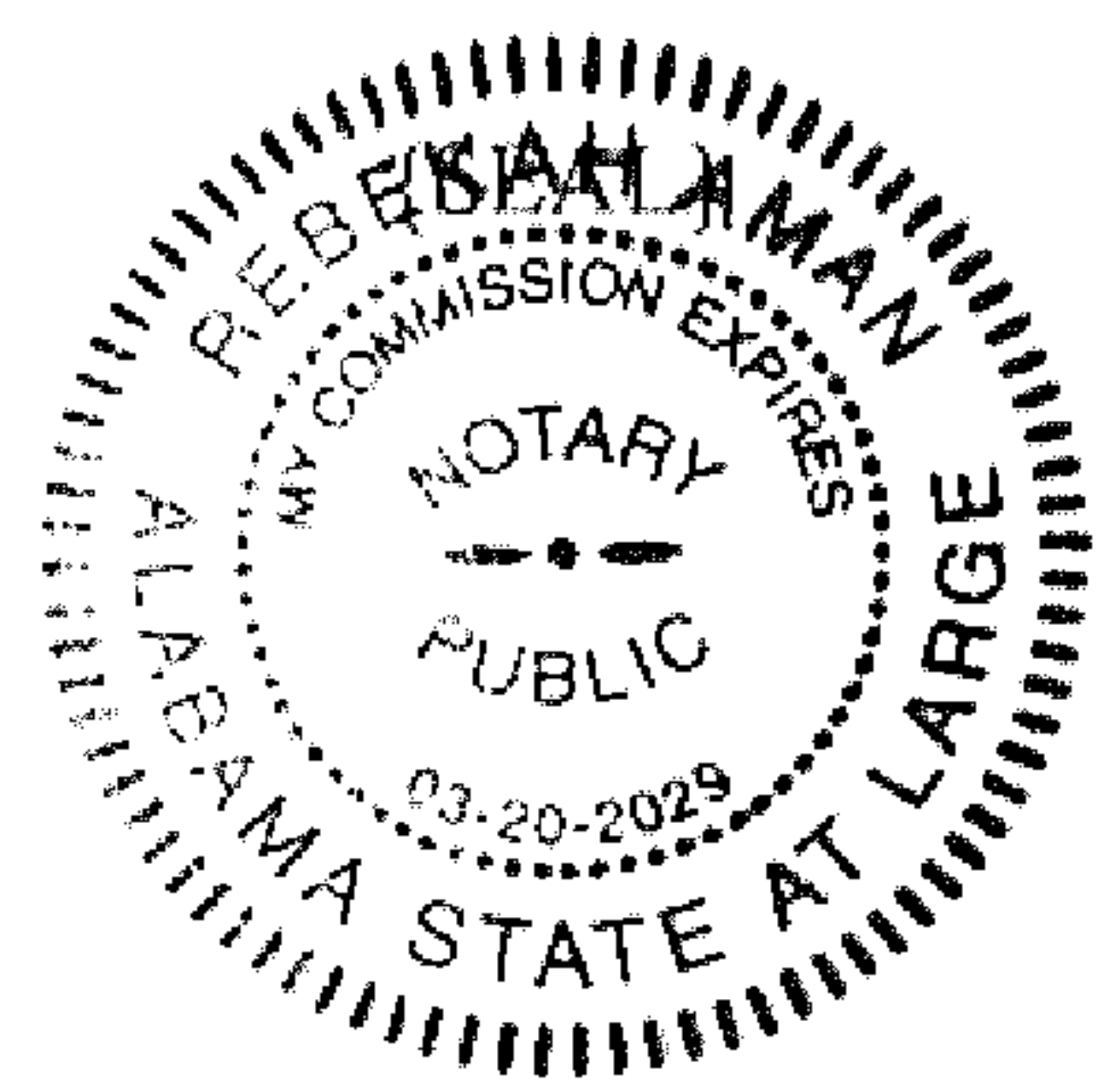
COUNTY OF *Shelby*

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 TL Development, 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 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 11 day of March, 2026.

*Rebekah Aman*  
NOTARY PUBLIC

My Commission Expires: 03/20/2029



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County Clerk  
Shelby County, AL  
03/31/2026 01:40:27 PM  
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*Alvin S. Bayl*