

STATE OF ALABAMA
COUNTY OF SHELBY

DECLARATION OF PROTECTIVE COVENANTS
FOR
LIBERTY COVE

THIS DECLARATION OF PROTECTIVE COVENANTS is made as of this 10TH day of December, 2004, by Liberty Cove, LLC (hereinafter referred to as the "Developer"), who declares the real property hereinafter described and defined as Liberty Cove, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth (sometimes hereinafter referred to as the "Protective Covenants").

WHEREAS, the Developer is presently the owner of all of the real property described in the Plat of Liberty Cove, prepared by Alabama Engineering and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 34, Page 49.

WHEREAS, the Developer desires to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance, value and amenities of real property herein described and for the maintenance and administration of certain areas thereof which benefit all owners of property therein and, to this end, desires to subject said real property, together with such additions thereto as may hereafter be made, to the Protective Covenants, all of which are for the benefit of said real property and each owner thereof.

ARTICLE I
EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

- A. That said property shall be used for residential purposes and not for any business or trade.
- B. All residences shall be one family dwellings.
- C. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed two and one-half (2 ½) stories, or forty (40) feet in height, and a private garage, and other outbuildings incidental to and necessary for proper residential use of the Lot. No mobile home or modular housing is allowed. Separate garage buildings or other out buildings are permitted if approved by the Architectural Control Committee.
- D. Notwithstanding anything provided to the contrary herein, Developer shall be permitted to construct and maintain on any Lot a structure and related facilities which may be used as a construction field office and as a sales/marketing office.
- E. No dwelling shall be erected in said development unless the following listed minimum square footage requirements are complied with (exclusive of porches or garages).

- F. One story dwellings shall have a minimum of 2,000 square feet of finished living area, excluding any finished basement area.
- G. One and one-half (1 ½) story dwellings shall have a minimum of 2,300 square feet of finished living space, with a minimum of 1,600 square feet on the main level.
- H. Two (2) story dwellings shall have a minimum of 2,400 square feet of finished living space, with a minimum of 1,200 square feet on each level.
- I. Split foyer style dwellings will require individual approval by the Architectural Control Committee.
- J. No lot may be sub-divided or reduced in size.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

- A. The Architectural Control Committee presently consists of Randy Greenhill and John Burton. The 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. Remaining members shall have full authority to designate a successor
- B. No buildings or outbuildings of any type, gazebo, or fence shall be erected, placed, or altered on any lot until the construction plans, specifications, and the plan showing the location of the construction have been approved by the Architectural Control Committee. Outbuildings with an industrial or commercial appearance will not be allowed.
- C. One set of prints of the drawings (herein referred to as "plans") for each house of other structure proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the committee. The plans submitted to the committee shall be retained by the committee.
- D. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or it's designated representative fail to approve or disapprove 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 after the completion there of, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE III

ENTRANCE

- A. The Developer may elect to construct permanent signage, lighting, and landscaping at the entrance to Liberty Cove, which shall be deemed Common Areas.

ARTICLE IV

LIBERTY COVE OWNERS ASSOCIATION

- A. Every owner of a lot in Liberty Cove is subject to assessment and shall be a member of the Association (hereinafter "Association"). Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to the provisions of the Protective Covenants.
- B. The Association shall have one (1) class of voting membership. The members shall be owners and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.
- C. Each Owner shall pay an initial assessment of Two hundred fifty and 00/100 Dollars (\$250) at the time the lot is purchased. This initial assessment is to be paid for the maintenance of the common entrance and any other deemed common area maintenance within the subdivision. This initial assessment will be due and payable to the Liberty Cove Owners Association and hereinafter will not be prorated at the closing, but will be an initial fee to establish a maintenance fund.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

- A. Affirmative Covenant to Pay Assessments. Each owner, by acceptance of a deed or other instrument of conveyance for a Lot, whether or not it shall be so expressed in any such deed or other instrument, including any purchaser at a judicial sale, shall be obligated and hereby covenants and agrees to pay to the Association, in the manner set forth herein, all Assessments determined in accordance with the provisions of the Declaration.
- B. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the preservation of the appearance, value and amenities of the Property, and in particular for the improvement, preservation, maintenance, and administration of the Common Areas and of any easement in favor of the Association or owners and for the establishment of reserves therefore, as well as for such other purposes as are properly undertaken by the Association.
- C. Annual Assessments. The association shall levy Annual Assessments in such amounts as are necessary to meet the Common Expenses and such other recurring or projected expenses as the Board may deem appropriate. The Assessment year for the Annual Assessment need not be the calendar year.
- D. Special Assessments. In addition to the Annual Assessments specified in Section C above, the Association may at any time levy one or more Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or expected or unexpected repair to or replacement of any of the Common Areas, including fixtures and personal property related thereto.

- E. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of all Assessments, the date of commencement for each Assessment, and the due date of such Assessment, or a per lot basis, at least thirty (30) days in advance of any such commencement date, and shall at that time, prepare a roster of the lots and Assessments applicable thereto, which roster shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the amount of the Assessment, the commencement and the due dates shall be sent to every owner subject thereto not later than seven (7) days after fixing the date of commencement.
- F. Date of Commencement and Due Date for Assessments. The liability of any lot for any Assessment shall commence on the date or dates (which shall be the first day of a month) fixed by the Board in the resolution authorizing such Assessment (which may be different from the commencement date) shall also be fixed in the resolution authorizing such Assessment (but which need not be the first day of a month). Such Assessments shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as so fixed in the resolution authorizing the Assessment.
- G. Allocation of Assessment. The Board shall allocate a portion of each Assessment to each lot in the proportion that each lot bears to the total number of lots that have been sold. Lots held by the Developer or the exclusive builder, Greenhill Construction, Inc., or its successor or assigns are excluded from all Assessments.
- H. Certificates concerning Assessments. The Association, shall upon demand at any time, furnish to any owner liable for any Assessments or his designee a certificate in writing signed by an officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.
- I. Liability of Owners for Assessments. No Owner may exempt himself from liability for any Assessment levied against his lot by waiver of the use or enjoyment of any of the Common Area.
- J. Effect of Non-payment of Assessments: The Lien, the Personal Obligation, Remedies of the Association.
- a. If any Assessment or other charge or lien provided for herein is not paid in full on the due date set by the Board, then such Assessment charge or lien shall become delinquent on the thirtieth day thereafter, and together with interest thereon and cost of collection thereof as are hereinafter provided, thereupon become a continuing lien on the Lot encumbered thereby, and also the personal obligation of its Owner, his heirs, and his or its successors and/or assigns unless expressly assumed by them.
 - b. If any Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the highest interest rate allowed by law, and the Association may bring an action against the owner personally obligated to pay the same and/or commence the foreclosure of the aforesaid lien against the lot in like manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, and there shall be added to the amount of such Assessments the costs of preparing and filing the complaint in such action,

and in the event a judgment is obtained, such judgement shall include the aforesaid interest on the Assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the costs of the action. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. Any person (except an Institutional Mortgagee) who shall acquire, by whatever means, any interest in the ownership of any Lot, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to the Association and shall acquire his interest in any Lot expressly subject to any such lien of the Association.

- c. The lien herein granted to the Association shall be perfected by recording a Claim of Lien in the Office of the Judge of Probate of Shelby County, Alabama, stating the description of the Lot encumbered thereby, the name of its Owner, the amount due and date when due. The lien shall continue in effect until all sums secured by it, as herein provided, shall have been fully paid. Such Claim of Lien shall include only Assessments which are due and payable when the Claim of Lien is recorded, plus interest, late charges, costs, attorneys' fees and advances to pay taxes, prior encumbrances and other proper charges together with interest thereon, all as provided herein. Such Claim of Lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such Claim of Lien, the same shall be satisfied of record. No sale or other transfer of a Lot shall relieve any Owner from liability for any Assessment due before such sale or transfer, nor from the lien of any such Assessment. The written opinion of an officer of the Association that any lien is subordinate to any given mortgage shall be deemed to be dispositive of that issue.
- d. The lien of any Assessment shall be subordinate to the lien of any Institutional Mortgagee bearing a recording date in the Office of the Judge of Probate of Shelby County, Alabama, prior to the date of recording the Association's Claim of Lien. Where an Institutional Mortgagee obtains title to a Lot as a result of foreclosure of its mortgage or where any Institutional Mortgagee or its designee accepts a deed to a Lot in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for any Assessment pertaining to such Lot or chargeable to the former Owner which became due prior to the acquisition of the title to such Lot, unless such delinquent Assessment was secured by a Claim of Lien recorded prior to the recordation of the Institutional Mortgagee's mortgage. Such unpaid Assessments shall be instead collectible from all Owners, including such acquirer, its successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or liability for the enforcement or collection thereof by means other than foreclosure.

- e. Any person who acquires an interest in a Lot, except an Institutional Mortgagee as specifically provided above, including, but not limited to, persons acquiring title by operation of law or at a judicial sale, shall not be entitled to occupancy of the Lot or the use or enjoyment of the Common Area until such time as all unpaid Assessments due and owing by the former Owner have been paid in full. Any party who has a contract to purchase a Lot, or who proposes to make a loan secured by a mortgage on a Lot, may, by written request, inquire of the Association whether the Lot is subject to any Assessments and the due date of any such Assessments and the amount of interest due on any delinquent Assessments and an authorized representative of such Association shall give the requesting party a written response, providing all such information, within ten days of the Association's receipt of such inquiry and such response shall be binding upon the Association. If the response is incorrect or if the Association does not make such response within said ten-day period, any such assessment shall not be an obligation of such purchaser or a lien on the Lot, but shall continue to be a personal obligation of the Owner of the lot.
- f. The Association shall have the right to assign its Claim of Lien, and any other lien rights provided for in the Article; for the recovery of any unpaid Assessments to the Developer, to any Owner or group of owners, or to any third party.

ARTICLE VI

COMMON EXPENSES

The following are certain expenses with respect to the Common Areas which are hereby declared to be Common Expenses which the Association is obligated to collect by Assessment and which Owners are obligated to pay as provided in Article V hereof. The enumeration below of these expenses shall in no way limit the Association from considering other expenses incurred in managing the Association or any part of the Common Areas and/or the Property as expenses subject to collection by Assessment.

- A. Maintenance and Repairs of Common Areas. The cost and expense to keep and maintain the Common Areas in good and substantial repair and in a clean, attractive, and sanitary condition.
- B. Management. The cost and expense of such (i) employees or agents, including professional management agents, accountants and attorneys, and (ii) materials, supplies and equipment as may be needed to provide for the management, supervision and maintenance of the Common Areas.
- C. Fidelity and Director's Insurance. Fidelity and Director's Insurance covering all directors, officers, and employees of the Association and all managing agents who handle Association funds, if any.
- D. Enforcement Declaration and Rules and Regulations. All fees, costs and expenses, including attorneys' fees through all appellate levels, in connection with

the Association's duty to enforce all of the Protective Covenants and other terms contained in or imposed by the Declaration, and all rules and regulations adopted pursuant to the Articles, the By-Laws or this Declaration.

ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- A. Membership. Every Owner, including the Developer, shall, for so long as it is an owner, at all times be a member of the Association. Membership shall be appurtenant to, and may not be separated from ownership of any Lot. Membership shall attach automatically upon the acceptance of delivery of the instrument of transfer of such ownership interest, provided that such instrument is promptly recorded in the Office of the Judge of Probate of Shelby County, Alabama, and a true copy of such recorded instrument is promptly delivered to the Association. Membership shall terminate automatically upon the tendering of delivery of an instrument of transfer of such ownership interest (provided such tender is accepted), or upon such ownership interest being divested in some other manner.
- B. Voting. Subject to the restrictions hereinafter set forth, each member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one or more persons hold such interest, all such persons may be members, and the vote(s) for such Property shall be exercised in the manner set forth in the By-Laws, but in no event shall more than one vote be cast with respect to any one Lot. There shall be no fractional voting. The votes of an Owner of more than one Lot cannot be divided for any issue and must be voted as a whole. Except where otherwise required under the provisions of this Declaration, the Articles or the By-Laws, the affirmative vote of Owners who own a majority of the total Lots of the Property that are represented at any meeting of members duly called, and at which a quorum is present, shall be binding upon the members. Voting may take place by proxy executed and delivered in the manner set forth in the By-Laws.

Notwithstanding the provisions of this Article, the Developer shall have the right to elect the members of the Board of Directors of the Association, and in the event of vacancies, the Developer shall fill vacancies, until such time as all Lots have been sold to Owners other than Developers, or the Developers elect, as their option, to terminate their control of the Association, whichever first occurs.

ARTICLE VIII

GENERAL REQUIREMENTS

- A. Outside air conditioning units may not be located in the front yard or side yard adjacent to any street on corner lots. All outside air conditioning units shall be screened by appropriate landscaping so as not to be visible from any public street.
- B. All basketball goals shall be attached to a goal post and not attached to dwelling.
- C. Upon completion of a dwelling, all front and side yards, which are not left in a natural state, will be landscaped with sod. The rear yard may be seeded or sprigged.
- D. Wood frame, vinyl, or painted aluminum windows shall be used on all dwellings.
- E. No concrete block work, whether painted, or otherwise, shall show above ground or from the exterior of any dwelling.
- F. The Architectural Control Committee shall have the right, in its sole and absolute discretion, to establish what types of exterior building materials may be used on any dwelling or other structures or improvements to a Lot.
- G. All fencing must be approved by the Architectural Control Committee prior to construction of said fencing. If wooden privacy fencing is used, the finished side must be on the outside if it faces any street or house. Chain link fencing will not be allowed.
- H. No fence, wall, hedge or shrub planting which obstructs sight lines from any roadway within the property shall be placed or permitted to remain on any Lot.
- I. The pitch of the roof on the dwelling must be at least 6 in 12 or greater.
- J. Mailboxes will be uniform throughout the development and will be furnished by the builder.
- K. All porches on the front and sides of any dwelling shall be supported by the foundation of the dwelling, unless otherwise approved by the Architectural Control Committee.
- L. No cantilevered chimney chases shall be allowed on the front of any dwelling.
- M. All driveways visible from the street must be concrete or asphalt.
- N. No lot shall be cultivated for crops or any sort, except gardens of reasonable size, which are to be located at the rear of the dwelling.
- O. No lumber, metals, bulk or scrap materials shall be stored or allowed to accumulate on any lot, except those materials used during the construction of an approved structure or improvement.
- P. No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot or Common Area. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers shall be kept in a clean and sanitary conditions and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Architectural Control Committee as not to be visible from any road except during refuse collection.
- Q. Except as authorized in Article I, section D above, no structure of a temporary character, trailer, basement, tent, or shack shall be used at any time as a residence either temporarily or permanently or otherwise allowed to remain on any Lot

without the Architectural Control Committee's approval. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is completed and a Certificate of Occupancy for such dwelling has been issued by the appropriate governmental authority.

- R. Once the construction of any dwelling has begun, work thereon must be prosecuted diligently and continuously and the dwelling on such Lot must be completed within twelve (12) months.
- S. Garage doors shall not face the front street without special approval by the Architectural Control Committee.
- T. No refuse pile or unsightly object, including firewood, shall be allowed to be placed or suffered to remain upon any part of any Lot or the Property, including vacant lots or Common Area. Developer, for itself and the Association reserves the right (after ten (10) days prior written notice to an Owner) to enter any Lot during normal working hours for the purpose of removing trash or refuse therefrom which, in the sole opinion of either the Developer or the Association, detracts from the overall beauty and safety in the Property, and may charge the Owner of such Lot a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity or as herein provided.
- U. Children's toys, swing sets, jungle gyms, trampolines and other outdoor recreational equipment and appurtenances shall be allowed only at the rear or behind a dwelling. Free-standing playhouses and tree houses must be approved by the Architectural Control Committee. No above ground swimming pools shall be allowed on any lot. No rocks, rock walls, fencing or other substance shall be placed on any lot as a front or side yard border or to prevent vehicles from parking or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same. Seasonal or holiday decorations shall be removed from any lot or dwelling within thirty (30) days following such holiday.
- V. No sign of any kind shall be displayed to the public view on any lot except, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.
- W. Any person purchasing a lot or lots in Liberty Cove shall execute an agreement with the Developer to abide by the protective covenants and to construct houses in accordance with the architectural standards established by the Architectural Control Committee.
- X. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs and/or cats (not to exceed two (2) in number) and other indoor household pets may be kept on each Lot provided they are not kept, bred or maintained for any commercial purpose, subject to appropriate zoning ordinances. No household pets shall be permitted to run at large and shall be kept on a leash at all times when they are allowed off their owner's property.
- Y. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners or which would be in violation of any applicable governmental law, ordinance, or regulation.

- Z. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any Lot.
- AA. No commercial vehicles may be stored or maintained on any lot. A motor home, recreational vehicle, camper, or boat may be stored out of view from the street. Outdoor storage of abandoned or inoperable vehicles shall not be allowed.
- BB. No exterior radio, television antennas, or satellite dishes shall be permitted on the front of any dwelling or if they are visible from the street, approval of the Architectural Control Committee is required.

ARTICLE IX

AMENDMENT OF DECLARATION

- A. Amendment by Developer. The Developer reserves the right unilaterally to amend this Declaration, and to do so at such time, and upon such conditions, in such form and for such purposes as it, in its sole discretion, shall deem appropriate by preparing and recording an amendment hereto, provided, however, that this right of unilateral amendment is subject to the limitations set forth below in Section C of this article and provided, further, that that right of unilateral amendment shall expire after all the lots have been sold to Owners other than the Developer, after which time this Declaration may be amended only in the manner set forth in Section B below.
- B. Amendment by Association. Amendments to this Declaration may be proposed by either the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the affirmative vote of members of the Association who own not less than a majority of the lots, whether meeting as members or by instruments in writing signed by them. Upon any amendment or amendments to the Declaration being proposed by the said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or, in the absence of the President, such other officer of the Association, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days, nor later than sixty (60) days, from receipt by him of the proposed amendment or amendments and it shall be the duty of the Secretary to give each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than fifty (50) days, before the date set for such special meeting. Such notice shall be given to any Institutional Mortgagee of record who requests such notices and provides an address therefore to the Association. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon

being prepaid. Any member may, by written waiver of notice signed by such members waive such notice, and such be deemed equivalent to the giving of such notice to such member. At such special meeting, the amendment or amendments proposed must be approved by the affirmative vote of members who own not less than two-thirds (2/3) of the total lots in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments to the Declaration shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama, within twenty (20) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording identifying the Declaration. Thereafter, a copy of said amendment or amendments, in the form in which the same were placed of record, shall be delivered to all of the Owners, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

C. Restrictions on Amendment. Notwithstanding the foregoing provisions of this Article.

- a. No amendment shall materially adversely affect the rights of any Owner or group of Owners, unless such Owner or all Owners so adversely affected shall consent thereto. For example, no amendment shall alter the basis for apportionment of assessments in a manner which would materially adversely affect any Owner or Owners, as opposed to other Owners, unless the Owner or Owners so adversely affected shall consent thereto.
- b. No amendment shall materially adversely affect the rights and priorities of any Institutional Mortgagees of record or change the provisions of this Agreement with respect to Institutional Mortgagees, unless all Institutional Mortgagees of record so adversely affected shall consent thereto.
- c. No amendment to this Declaration shall make any change in the qualifications of the membership nor in the voting or property rights of members, without approval in writing by all members.
- d. No amendment to this Declaration shall abridge, limit, amend, or alter the rights, privileges, powers or options of the Developer or any Institutional Mortgagee, as the same are set forth in this Declaration, without the prior written consent of the Developer if it is so affected and/or any Institutional Mortgagee which is so affected.
- e. No amendment shall be made to this Declaration so long as the Developer owns any lot unless the Developer shall consent thereto. Such consent may be withheld by the Developer for any reason or no reason at all.

D. Scrivener's Error. Notwithstanding the foregoing amendment provisions, any scrivener's error or omission may be corrected by the filing of an amendment to this Declaration consented to by the Board of Directors of the Association and any Owners or Mortgagees of record directly affected by the amendment. No other Owner is required to consent to any such amendment. If there appears to be any other omissions or errors in this Agreement, scrivener's or otherwise, and such error or omission does not materially adversely affect the rights and interests of any other party, then such error or omission may be corrected by the filing of an amendment to this Declaration executed by the Board of Directors of the Association without the consent of any other party.

IN WITNESS WHEREOF, the undersigned have duly executed this Declaration as of the date first above written.

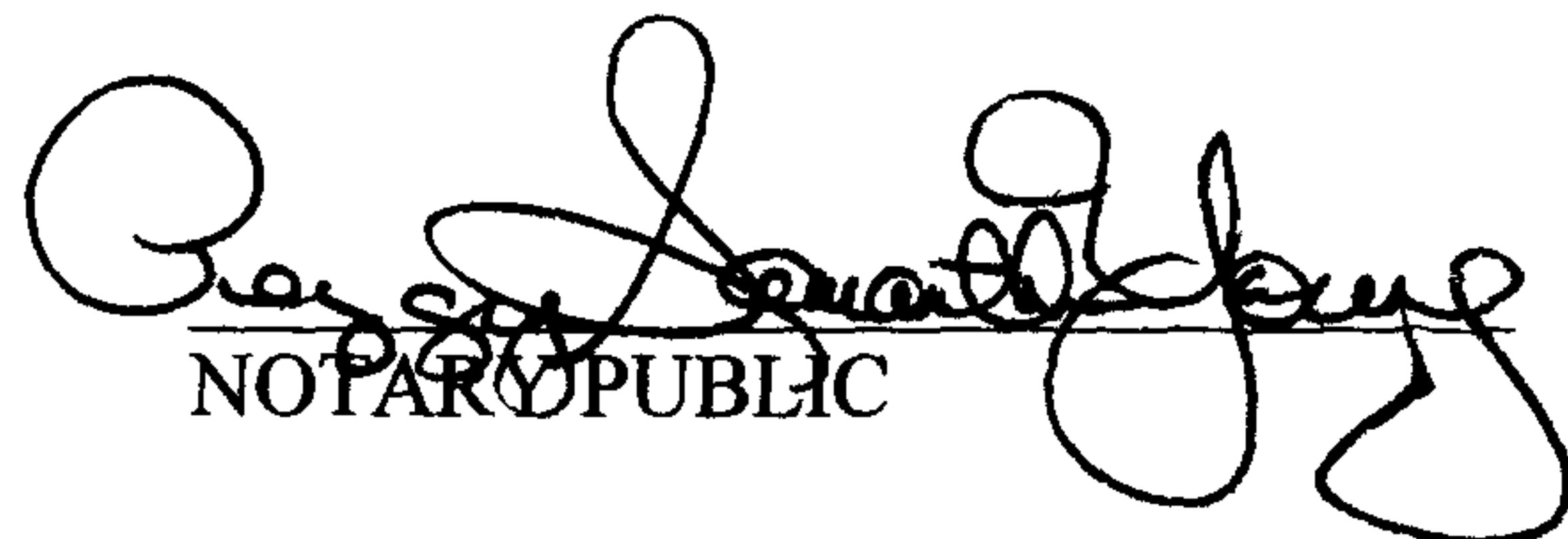
DEVELOPER:

Liberty Cove, LLC


Randy Greenhill, Member


John Burton, Member

I, the undersigned, a Notary Public in and for Said County in said State hereby certify that Randy Greenhill and John Burton whose names are signed to the foregoing Declaration and who are known to me, acknowledge before me on this day that, being informed of the contents of this Declaration, they executed the same voluntarily. Given under my hand and seal this the 10th day of December, 2004.


NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 5, 2005
My Commission expires: BONDED THRU NOTARY PUBLIC UNDERWRITERS