
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LIBERTY SHORES SUBDIVISION

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR LIBERTY SHORES SUBDIVISION (the "Declaration") is made as of the 14th day of JUNE, 2012, by **Liberty Shores, LLC**, a Delaware limited liability company (the "Declarant").

RECITALS:

WHEREAS, Declarant purchased and now owns in fee simple certain real property situated in Shelby County, Alabama, containing approximately 205 acres situated on a public road and being more particularly described on Exhibit "A" attached hereto (the "Property"), and subdivided such Property pursuant to a plat recorded on May 31, 2012, in the Office of the Judge of Probate of Shelby County, Alabama in Plat Book 43, Page 8; and

WHEREAS, Declarant intends to sell Lots in the Property for residential and recreational uses, subject to certain easements, covenants, conditions, restrictions, requirements, and obligations, designed to protect the value and desirability of the Property.

NOW, THEREFORE, Declarant does hereby declare that all of the Property which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to the easements, covenants, conditions, restrictions, and regulations hereafter set forth as applicable to the Property, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Property described in Exhibit "A" attached hereto, and their respective heirs, executors, administrators, personal representatives, successors and assigns.

ARTICLE 1

DEFINITIONS

As used in this Declaration, the following terms shall have the following meanings, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

Section 1.1 Common Access Easement. The term "Common Access Easement" shall mean and refer to all real property designated as the 50' Ingress Egress and Utilities Easement shown on Subdivision Recorded Plat.

Section 1.2 Common Expenses. The term "Common Expenses" shall mean and refer to all expenditures made or incurred by or on behalf of the Owners, for the common good of the common Areas.

Section 1.3 Declaration. The term "Declaration" shall mean and refer to this Declaration of Covenants, Easements, Conditions and Restrictions for Liberty Shores Subdivision.

Section 1.4 Declarant. The term "Declarant" shall mean Liberty Shores, LLC, a Delaware limited liability company and its successors and assigns, if such successors or assigns are designated as successor declarant by Declarant.

Section 1.5 Improvement. The term "Improvement" shall mean any structure located or to be located on a Lot.

Section 1.6 Lot. The term "Lot" shall mean and refer to, for any portion of the Property, each Lot (other than a Recreational Lot) indicated on the Subdivision Record Plat; provided, however, that a Lot may be unplatted and may be described by metes and bounds legal description.

Section 1.7 Occupant. The term "Occupant" shall mean and include any Owner, the family members, guests, tenants, agents, employees or invitees of any Owner and their respective family members, guests, tenants, agents, employees, invitees and any other person who occupies or uses any Lot within the Subdivision. All actions or omissions of any Occupant is and shall be deemed the action or omission of the Owner of such Lot.

Section 1.8 Mortgagee. The term "Mortgagee" shall mean the holder of any Mortgage.

Section 1.9 Owner. The term "Owner" shall mean and refer to the record owner, including Declarant, of fee simple title to any Lot, whether a corporation, partnership, proprietorship, association or other entity of any nature, including natural persons, but shall not include any Mortgagee of any Lot, unless and until such Mortgagee has foreclosed on its Mortgage and purchased such Lot at the foreclosure sale held with respect to the foreclosure of such Mortgage or accepted a deed in lieu of foreclosure.

Section 1.10 Property. The term "Property" shall mean and refer to the real property more particularly described on The Recorded Plat of Liberty Shores Subdivision, including all the Lots within the Subdivision and all easements as reflected on the Subdivision Record Plat. If the context so implies, the term "Property" may include the Drive Way

Section 1.11 Purchaser. The term "Purchaser" shall mean any person who acquires any Lot.

Section 1.12 Subdivision. The term "Subdivision" shall mean Liberty Shores Subdivision including the Property located on the Subdivision Record Plat, as the Subdivision Record Plat may be amended from time to time.



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Section 1.13 Subdivision Record Plat. The term "Subdivision Recorded Plat" shall mean the recorded Plat for the Liberty Shores Subdivision, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, and any amendments or supplements thereof. The Subdivision Record Plat for the Subdivision, titled "Liberty Shores" is recorded in Plat Book 43, Page 8; in the Office of the Judge of Probate of Shelby County, Alabama.

Section 1.14 Existing Easement The Term "Existing Easement" refers to a 30' deeded easement recorded in the office of Judge of Probate Shelby County Instrument Number 320080512000194080 and as shown on the Recorded Plat for Liberty Shores Subdivision, LLC.

ARTICLE 2

RESTRICTIONS APPLICABLE TO THE PROPERTY

Section 2.1 Applicable Restrictions. Each Owner, by accepting title to any Lot that is subject or is made subject to this Declaration, shall be conclusively deemed to have consented and agreed to all of the terms and provisions of this Declaration. All of the terms and provisions of this Declaration, shall run with the land and shall be binding upon and shall inure to the benefit of all of the Owners, including, without limitation, their respective heirs, personal representatives, successors and assigns in title in and to their respective Lots. In addition, the Declarant, and Owners shall have the non-exclusive right, but not the obligation, to enforce all of the terms and provisions of this Declaration.

Section 2.2 Use Restrictions.

(a) No Lot shall be used except for single family residential purposes or recreational purposes as set forth in this Declaration.

(b) No building shall be located on any Lot nearer than 100 feet to the front Lot line. No building shall be located on any Lot nearer than 30 feet to the side Lot line.

(c) Easements for installation and maintenance of utilities are reserved as shown on the Plat or recorded in an easement agreement in the Office of the Judge of Probate of Shelby County, Alabama. The easement area of each Lot and all improvements within the easement area shall be maintained continuously by the Owner of the respective Lot, except for those improvements for which a public authority or utility company is responsible. All responsibilities with regard to the Drive Way are defined herein as described by "Section 2.3 Driveway Access Agreement" below.

(d) No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors or the neighborhood.

(e) No structure of a temporary character (trailer, tent, mobile home, shack, or auxiliary structure) shall be used at any time as a permanent dwelling upon any Lot.

(f) Each Lot is limited to one moveable recreational vehicle ("RV"). No permanent structures are to be added to the RV and the RV must remain moveable at all

times. A guest with an RV may visit for up to three weeks at a time up to 90 days per year. No mobile or manufactured homes are allowed on any Lot.

(g) For a period of one years from the date of this Declaration, no sign of any kind shall be displayed visible to the public on any Lot except one sign of not more than four square feet identifying only the Lot number; provided, however, that in the event there is a permanent residence constructed on the Lot, a professionally prepared sign of no more than five square feet may be maintained on the Lot advertising the Lot or dwelling for sale. After the one year period, a professionally prepared sign of no more than five square feet may be maintained on the Lot advertising the Lot or home for sale.

(h) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot provided that they are not kept, bred or maintained for any commercial purposes, and provided that they are kept in reasonable conditions so as not to create a nuisance and not to otherwise unreasonably disturb the neighbors or the neighborhood. Notwithstanding the foregoing, a Lot may have one horse and may have one additional horse for each full acre above fifteen acres.

(i) No junk vehicle may be parked on the Property.

(j) No home industry or other manufacturing venture shall be conducted in or on any part of the Lot or in any Improvements thereon. A home office is allowed provided that no additional traffic within the property is created as a result of the home office. In no event shall any part of the premises or any structure thereon be used as a school, childcare center, kindergarten, learning center, or other public building, including non-profit or charitable institutional uses.

(k) Owner of any Lot within such Subdivision will not commence construction of any house on any Lot until such Owner (1) notifies the utility companies that such construction is proposed, (2) grants in writing to said companies such rights and easements as they request in connection with their construction, operation, and maintenance of utilities on each Lot. (3) All necessary permits have been obtained from all Federal, State, County and City officials.

(l) Notwithstanding any provision contained in this Declaration to the contrary, all of the use restrictions set forth in this Article 2 shall also extend and apply to any rights-of-way of any streets, Drive Ways or public roads that run through the Property.

(m) The further subdivision of the Lots are limited to a one time subdivision and must conform to any local, state or federal regulations. In the event additional lots are created that benefit from the use of the Common Easement the benefitting party must pay their equal share of any maintenance cost as described Article 2, Section 2.3.

(n) No structure may be erected unless permitted by the Shelby County Building Department. Structures must be constructed with the use of quality materials and workmanship and must follow all City, County, State and Federal requirements.

(O) Wells are required to be at least 100' from all original lot lines sidelines so not to interfere with the placement of a septic system on the adjoining lots.

Section 2.3 Common Access Easements.

(a) Declarant hereby declares and establishes the following permanent and perpetual access easements across the following Lots for the purpose of establishing shared driveways, all as is more particularly shown on the Subdivision Record Plat (collectively, the "Common Access Easements"):

(i) A nonexclusive, perpetual easement across Lot 2-10 for the use and benefit of the Owners of Lots 1-10, and their respective heirs, assigns, invitees, agents, Occupants, and Mortgagees, for pedestrian and vehicular ingress and egress over, upon and across the easement for the purpose of providing access to the benefited Lots and the right to use, maintain, repair or replace the driveway situated within the foregoing Common Access Easement in addition to all and any public utilities installation maintenance and use;

(b) The Owners of the Lots across which the Common Access Easements are located shall keep the Common Access Easements located within the boundary of their Lots unobstructed so as to allow the passage of pedestrian and vehicular ingress and egress to the Lots that are benefitted by such Common Access Easements as described in paragraph (a) above. Maintenance of the Common Access Easements and driveways located thereon shall be the responsibility of the Owners on whose Lots the Common Access Easement is located and/or the Owner(s) of the Lot(s) whose Lot(s) is served. The cost of such maintenance shall be shared equally among said Owners.

(C) The Declarant reserves the right to Deed the use of the Common Access Easement to the owner of the Existing Easement so long as said owner agrees to fund its equal share of the cost to maintain Common Access Easement for each lot or lots associated with the 13.64 acres adjacent to lot 10 of Liberty Shores Subdivision. Owner also will abandon any claim to the Existing Easement in consideration for the use of the Common access Easement.

(D) The Owner of a lot is responsible to repair any damage to the Common Access Easement created by the Owner, its agents, its contractor and guests immediately after damage has been done. It will not be the responsibility of any other Owner to share in the cost of any repair to direct damage created by an Owner.

Section 2.4 Additional Documents. All Owners shall be required to execute such other documents as are necessary or convenient to effectuate the intent of this Declaration with respect to all easements which may be created pursuant to this Article.

Section 2.5 Limitations. Any easements which may be created pursuant to this Article shall be appurtenant to, and the benefits and burdens thereof shall pass along with the title to every Lot and are further subject to the following limitations:

(a) All provisions of this Declaration.

(b) All restrictions contained on any and all plats of all or any part or parts of the Property; and

(c) Declarant does hereby establish and reserve for itself and its successors and assigns a perpetual right and easement on, over, across, through and upon all Lots and all unimproved portions of any Lots for the purpose of taking any action necessary to effect compliance with the Architectural Standards and any watershed, soil erosion or environmental rules, regulations and procedures from time to time affecting or otherwise promulgated or instituted by any Governmental Authorities. The easement and right established, reserved and granted herein shall include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water and the right to take any other action which may be required in order to satisfy the requirements of any Governmental Authorities, including, without limitation, any watershed, soil erosion, storm water discharge or environmental rules, regulations or procedures affecting the Property. Except in the case of an emergency situation or a perceived emergency situation, the exercise by Declarant or the Association of the rights reserved or granted in this Section shall not unreasonably interfere with the use or occupancy of any Improvement.

ARTICLE 3

ENFORCEMENT OF PROTECTIVE COVENANTS, DEFAULTS AND REMEDIES

Section 3.1 Protective Covenants Running with the Land. This Declaration shall constitute a servitude in and upon the Property and shall run with the Property and inure to the benefit of and be enforceable by the Owners within Liberty Shores Subdivision, the Declarant or its designated successors and assigns, or by any Owner and its respective heirs, successors and assigns, for a term of fifty years from the date this Declaration is recorded, after which time this Declaration shall automatically be extended for successive periods of ten years each, unless an agreement which has been signed by Owners who 100% or more of the then existing Lots in the Property, agreeing to terminate or modify this Declaration, has been recorded in the Probate Office.

Section 3.2 Remedies for Default. The existence of any default hereunder by any person or entity subject to the terms, conditions, covenants and restrictions of this Declaration shall give Declarant, its successors or assigns, any Owner, and/or their respective heirs, successors and assigns, in addition to all other remedies specified therein, the right to proceed at law or in equity to compel compliance with the terms of this Declaration; provided, this Declaration shall be recorded for the benefit of Declarant, the Owners and their respective Mortgagees, and the Occupants, and by such recording, no other adjoining property owner or third party shall have any right, title or interest whatsoever in the Property or its operation and continuation, in the enforcement of any of the provisions of this Declaration or the right to consent to or approve any amendment or modification to this Declaration.

Section 3.3 Nature of Remedies: Waiver. All rights, remedies and privileges granted to Declarant, and the Owners, their respective heirs, successors and assigns, and the Occupants pursuant to the provisions of this Declaration shall be deemed to be cumulative, and

the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies or privileges as may be available to such party at law or in equity. The failure at any point in time to enforce any covenant or restriction shall in no event be deemed a waiver of the right thereafter to enforce any such covenant or restriction.

Section 3.4 Attorneys' Fees and Costs. All fees, costs and expenses, including attorneys' fees through all appellate levels, in connection with the Owners duty to enforce all of the protective covenants and other terms contained in or imposed by this Declaration, may be assessed against the Owner in violation of this Declaration.

Section 3.5 No Reverter. No restriction or provision herein is intended to be, or shall be construed as, a condition subsequent or as creating any possibility of a reverter.

ARTICLE 4

ENVIRONMENTAL

Section 4.1 Wetlands. Owners and future Owners are hereby notified that wetlands exist on a portion of the Property. It is each owners responsibility to identify and follow any City, County, State and Federal regulations over wetlands.

Section 4.2 Permits. Each Owner shall obtain a National Pollutant Discharge Elimination System Permit prior to constructing any Improvements on such Owner's Lot.

ARTICLE 5

AMENDMENT OF DECLARATION

Section 5.1 Amendments. Declarant may amend this Declaration without any other approvals or consents until such time as the last Lot within the Property has been sold to an Owner that is not the Declarant. Thereafter this Declaration may be amended by the written consent of no less than One Hundred Percent (100%) of the Owners of the Lots within the Property, which amendment must be recorded in the Office of the Judge of Probate of Shelby County, Alabama.

Section 5.2 Scrivener's Error. Notwithstanding the foregoing amendment provisions, any scrivener's error or omission may be corrected by the filing of any amendment to this Declaration consented to by Declarant and any Owners 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 Declaration, 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 of this Declaration executed by Declarant or the Association without the consent of any other party.



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ARTICLE 6

GENERAL PROVISIONS

Section 6.1 Deeds Subject to Covenant. Each deed for the sale of a Lot in the Subdivision will be subject to the terms and conditions of this Declaration regardless whether the deed contains a reference to this Declaration.

Section 6.2 Obligation of Owner to Build or Restore. In the event an Improvement on any Lot within the Property is damaged or destroyed in whole or in part, the Owner shall be obligated to repair or replace said structure within twelve months from the date of such damage or destruction and such repair or replacement of such structure shall be in accordance with the covenants and restriction set forth in this Declaration. Further, all debris resulting from such damage or destruction must be removed and the Lot restored to a sightly condition with reasonable promptness, but not later than ninety days after such damage or destruction.

Section 6.3 Indemnity for Damages. Upon the purchase of any Lot within said Property by any Owner, said Owner accepts his/her knowledge of this Declaration, and ratifies the covenants contained herein and thus releases his/her right to prosecute Declarant for the covenants said Owner deems inadequate or unbecoming of said Owner's needs.


Section 6.4 No Trespass. Whenever the Declarant, and their respective agents, employees, representatives, successors and assigns, are permitted by this Declaration to enter upon or correct, repair, clean, maintain or preserve or do any other action within any portion of a Lot, or Improvement, the entering thereon and the taking of such action shall not be deemed a trespass.

Section 6.5 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by United States mail, postage prepaid, return receipt requested, to the street address of the Lot owned by such Owner or at such other address if requested in writing by the Lot Owner.

Section 6.6 Severability. Invalidation of any provision or provisions hereof by judgment or court order shall in no way affect any other provisions, all of which shall remain in full force and effect.

Section 6.7 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Alabama.

Section 6.8 Captions. The captions and titles of the various articles and Sections in this Declaration are for convenience of reference only, and in no way define, limit or describe the scope or intent of this Declaration.


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Section 6.9 Usage. Whenever used herein the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6.10 Conflict. If any irreconcilable conflict shall exist, or hereafter arise, with respect to the interpretation of any provisions of this Declaration, and any covenant of a Lot, then the provisions of this Declaration shall prevail.

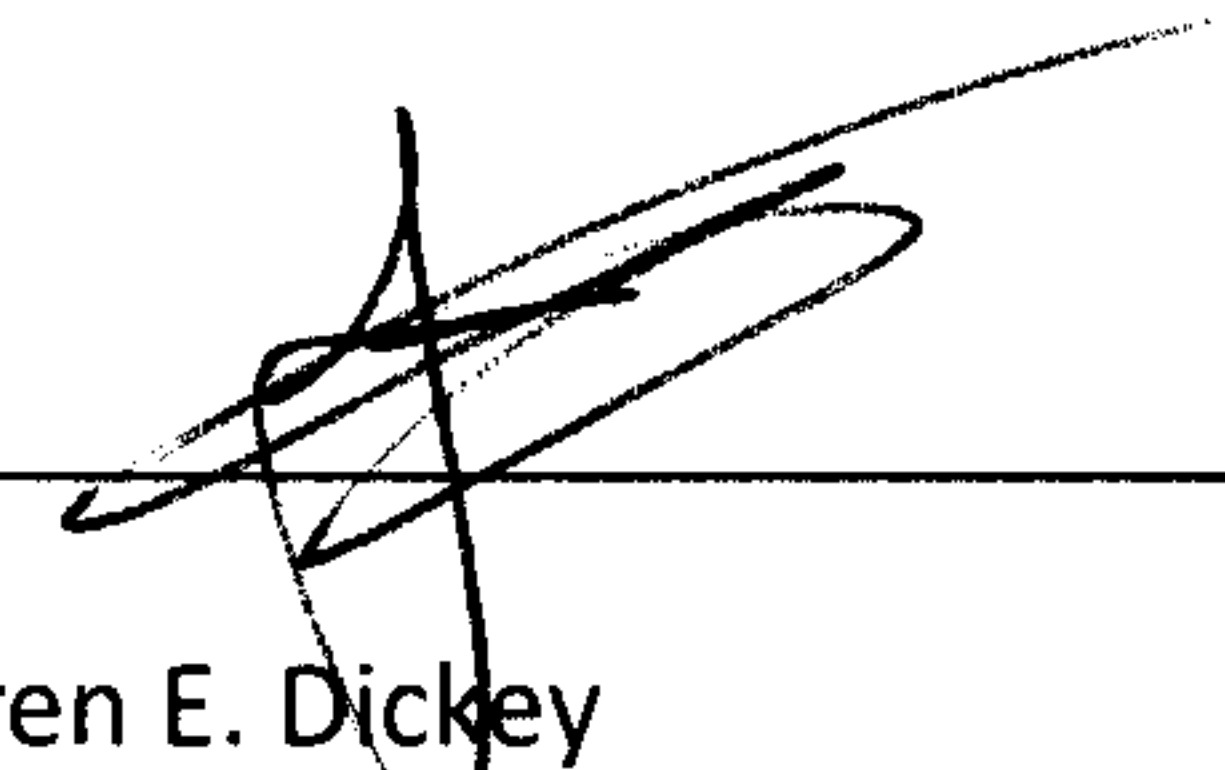
Section 6.11 Effective Date. This Declaration shall become effective upon its recordation in the Office of the Judge of Probate of Shelby County, Alabama.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed on the 14th day of June, 2012.

DECLARANT: Liberty Shores, LLC,

a Delaware limited liability company

BY:

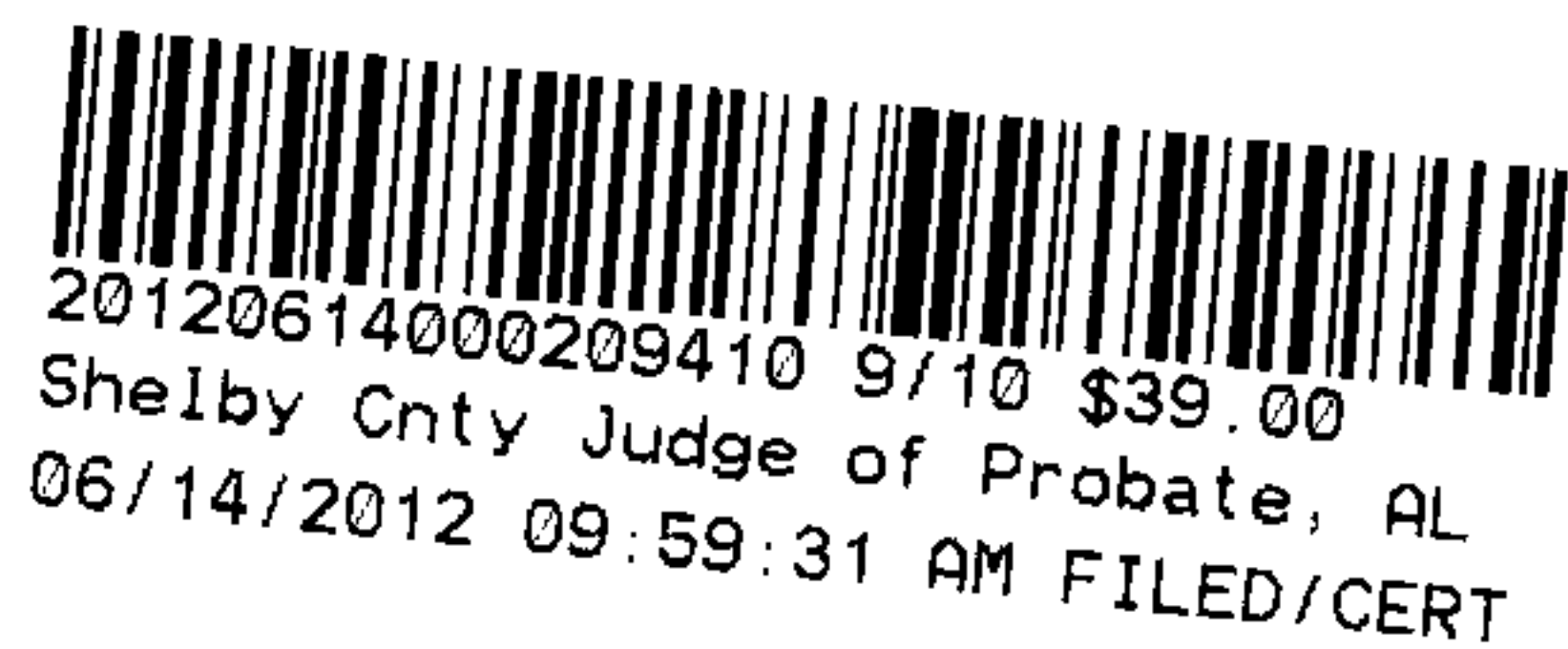


Loren E. Dickey
Its: President

STATE OF ALABAMA
COUNTY OF CULLMAN

I, Sherrie Hannah, a Notary Public in and for said County, in said State, hereby certify that Loren E. Dickey, whose name as President of Liberty Shores, 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 said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as aforesaid.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 14th day of June, 2012.



[SEAL]

Sherrie Hannah

Notary Public

My Commission Expires: 8/21/2013 **My Commission Expires**

EXHIBIT A


All of Fraction "H" and all of Fraction "G" in Section 20, Township 19 South, Range 3 East, being the SE $\frac{1}{4}$ of said Section lying West of the Coosa River; Fraction "C", being the NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 29, Township 19 South, Range 3 East; A portion of Fraction "E" being the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 29 Township 19 South, Range 3 East; All of Fraction "F" being the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 29, Township 19 South, Range 3 East; and Fraction "D" being the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, Township 19 South, Range 3 East.


Less and except the at portion located in Section 20, Township 19 South, Range 3 East, previously conveyed to Jack Cooper and wife, Barbara Cooper, as shown by deed recorded in Deed Book 316, Page 690, and corrective deed recorded in Deed 329, page 341, in Probate Office.

Less and except that portion located in Section 29, Township 19 South, Range 3 East previously conveyed to Ben W. Hooks and wife, Jackie L. Hooks as shown by deed recorded in Deed Book 316, page 688, in Probate Office.

Less and except that portion previously conveyed to GL Macon and Lucille Macon, as shown by deed recorded in Deed Book 353, page 608, in Probate Office.

Less and except that portion previously conveyed to Rodney L. Higgins as shown by Deed recorded in Instrument No. 20060912000451400, in Probate Office.


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Shelby County, AL 06/06/2012
State of Alabama
Deed Tax: \$250.00