


STATE OF ALABAMA }
COUNTY OF SHELBY }


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Shelby Cnty Judge of Probate, AL
11/14/2012 08:25:07 AM FILED/CERT

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

RESURVEYED LOTS 3,4,6,7,8,9 & 10 as recorded in Map Book 43 Page 46

KNOW ALL MEN BY THESE PRESENTS THAT,

WHEREAS, Liberty Shores, LLC, a Delaware Limited Liability Company has previously filed a Declaration of Easements , Covenants, Conditions and Restrictions for Liberty Shores Subdivision in the Probate Office of Shelby County, Alabama, in Instrument #201206140002094, (the “Original Declaration”) for the benefit of certain real property situated in Shelby County, Alabama, which is part of a residential subdivision known as Liberty Shores, and which is more particularly described in the Plat of Liberty Shores recorded in Map Book 43, Page 8.

WHEREAS, Liberty Shores, LLC, a Delaware Limited Liability Company (hereinafter referred to as “Declarant”) has determined that it desires to record a Resurvey of certain lots located within Liberty Shores (the “Subject Property”) situated in Shelby County, Alabama, which are more particularly described in the RESURVEY OF LOTS 3, 4 ,6, 7, 8, 9 and 10 as recorded in Map Book 43, Page 46, in the Probate Office of Shelby County, Alabama, resulting in the creation of Lots 3A, 3B, 4A, 4B, 6A, 7A, 7B, 8A, 9A and 10A and 10B which shall all be subject to this Amendment and Supplementary Declaration of Easements, Covenants, Conditions and Restrictions for Liberty Shores Subdivision.

WHEREAS, the Declarant desires to submit the Subject Property as resurveyed to the Original Declaration and desires to amend the Original Declaration in accordance with and pursuant to Section 5.1 of the Original Declaration which permits the Declarant to amend the Original Declaration without any other approvals or consents.

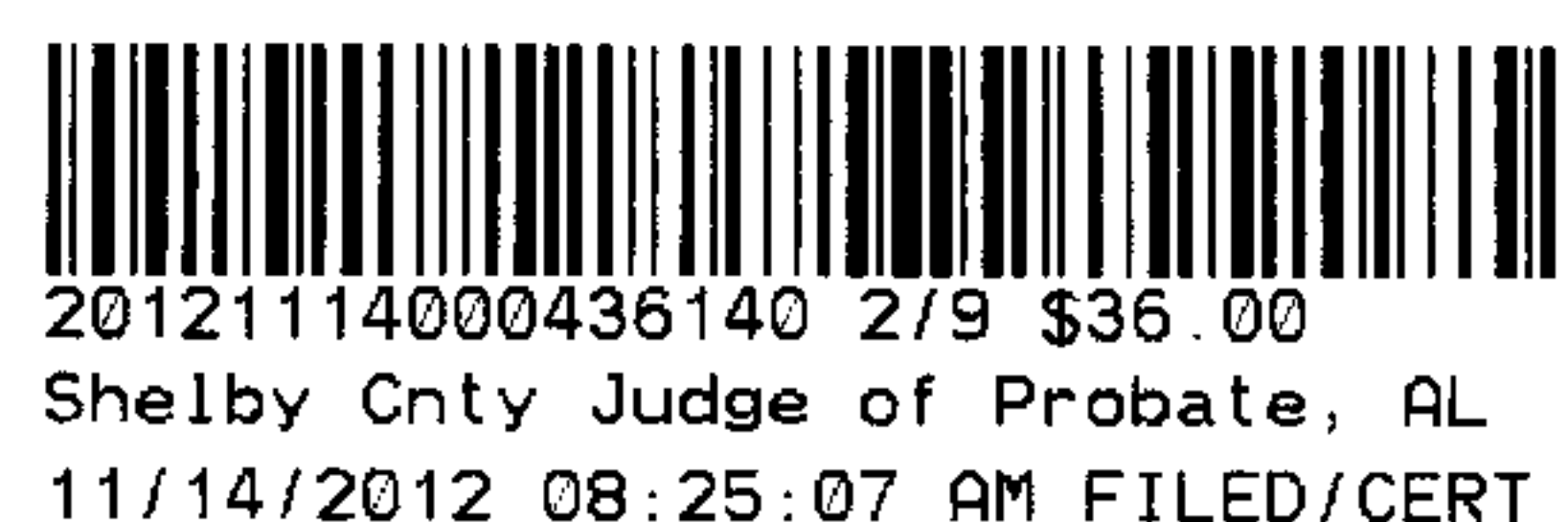
NOW THEREFORE, the Declarant, does, upon the recording hereof, declare and make the Subject Property and any portion thereof subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations of the Original Declaration, as heretofore amended and as Amended hereby, all of which are declared to be in furtherance of a plan for the use and improvement of the Subject Property in a desirable and uniform manner and the maintenance and preservation of the Common Access Easement and the fire water tanks located within the property subject to the Original Declaration. Developer declares that the real property described in the RESURVEY OF LOTS 3, 4, 6, 7, 8, 9 and 10 as recorded in Map Book 43, Page 46, in the Probate Office of Shelby County, Alabama is and shall be held, transferred, sold, conveyed and occupied subject to these covenants, all of which shall be construed as and deemed to be covenants running with the land and shall be binding on and inure to the benefit of all parties having a right, title or interest in the said real property, as well as their grantees, heirs, successors and assigns.

ARTICLE I

The Declarant hereby reaffirms and restates the terms and provisions of the Original Declaration as recorded in Instrument #20120614000209410 in the Probate Office of Shelby County, Alabama, in their entirety, and hereby AMENDS Article 5 of said Original Declaration as follows:

Section 5.3 Covenants for Maintenance Assessments

The Developer agrees that pursuant to the map recorded in Map Book 43, Page 8, and the Resurvey of Lots 3, 4, 6, 7, 8, 9 & 10 as recorded in Map Book



____, Page _____, the area designated as the Common Access Easement which is the fifty foot (50') ingress/egress and utility easement shall be the primary means of permanent ingress and egress to all the Lots located in Liberty Shores. Accordingly, all lots shall be equally responsible for the cost of preservation, maintenance and repair of said easement regardless of use.

The Developer desires that the owners of the Lots located in Liberty Shores shall be jointly and equally responsible for the maintenance and repairs, should they be necessary, of the Common Access Easement and the fire water storage tanks and valves for fire prevention. All repairs shall be of that same quality as that of the original. Therefore, the term "**Association**" shall mean and refer to Liberty Shores Residential Association, Inc., a not for profit corporation, formed, or to be formed at or about the same time as the filing of this Declaration, under the Alabama Nonprofit Corporation Act, as well as its successors or assigns. Every Owner, including the Developer for so long as it is an Owner, shall 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 Probate Office 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.

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 (1) vote be cast with respect to any one (1) Lot. There shall be no fractional voting. The votes of an Owner of more than one (1) 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 Lots which 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.

Section 5.4 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 or other charges, determined in accordance with the provisions of this Declaration (the "Assessments").

Section 5.5 Purpose of Assessments.

The Assessments levied by the Association shall be used exclusively for the preservation, maintenance and repair of the Common Access Easement and the preservation, maintenance and repair of the water tanks and associated valves, any invoice due to the Town of Vincent Fire Department, as well as for such other purposes as are properly undertaken by the Association.

Section 5.6 Annual Assessments. The Association shall levy Annual Assessments in such amounts as are necessary to meet the expenses necessary for the preservation, maintenance and repair of the Common Access Easement and the preservation, maintenance and repair of the water tanks and associated valves, any

invoice due to the Town of Vincent Fire Department (as defined in Article VI below) and such other recurring or projected expenses as the Board of Directors of the Association (the "Board") may deem appropriate. The Assessment year for the Annual Assessment need not be the calendar year.

Section 5.6 Duties of the Board of Directors.

The Board shall fix the amount of all Assessments, the date of commencement for each Assessment, and the due date of such Assessment, on 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 due dates shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement.

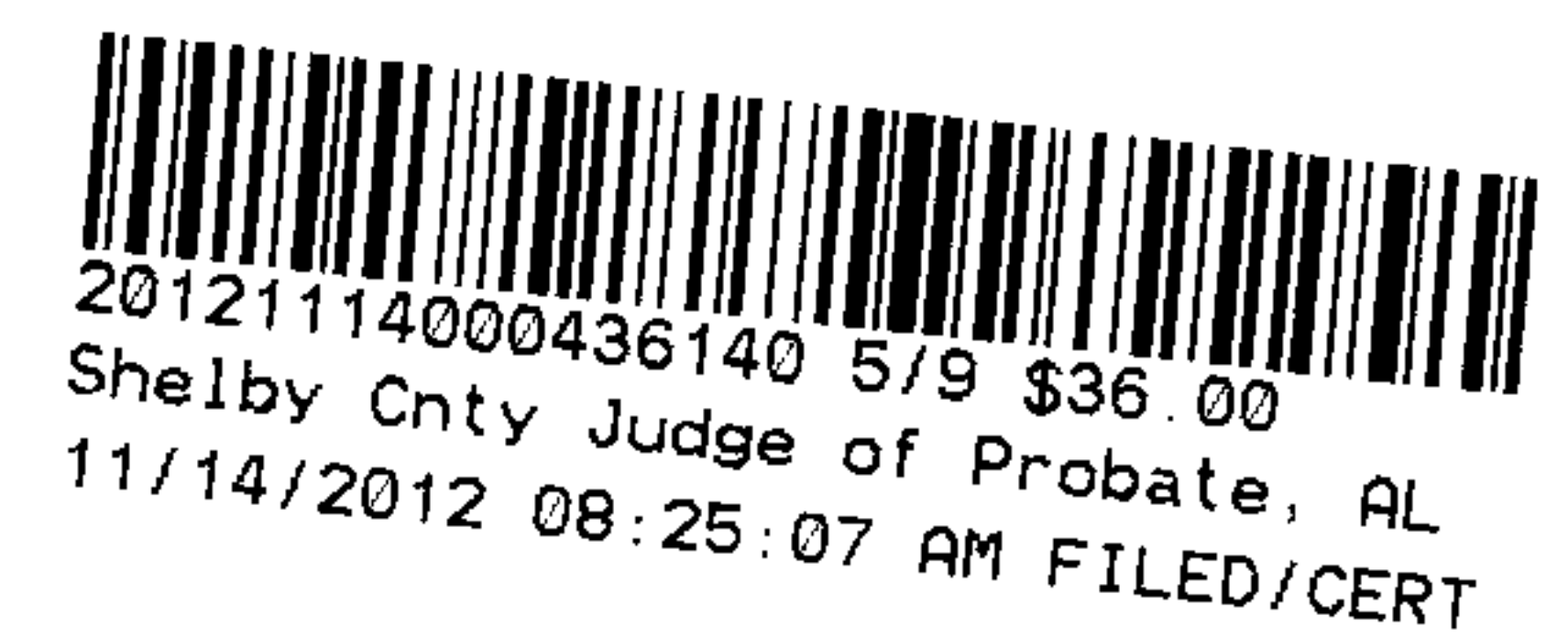
Section 5.7 Allocation of Assessment.

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 within the Property (to the nearest one-thousandth).

Section 5.8 Liability of Owners for Assessments.

No Owner may exempt himself from liability for any Assessment levied against his Lot by waiver of use.

Section 5.9 Waiver of Liability for Town of Vincent

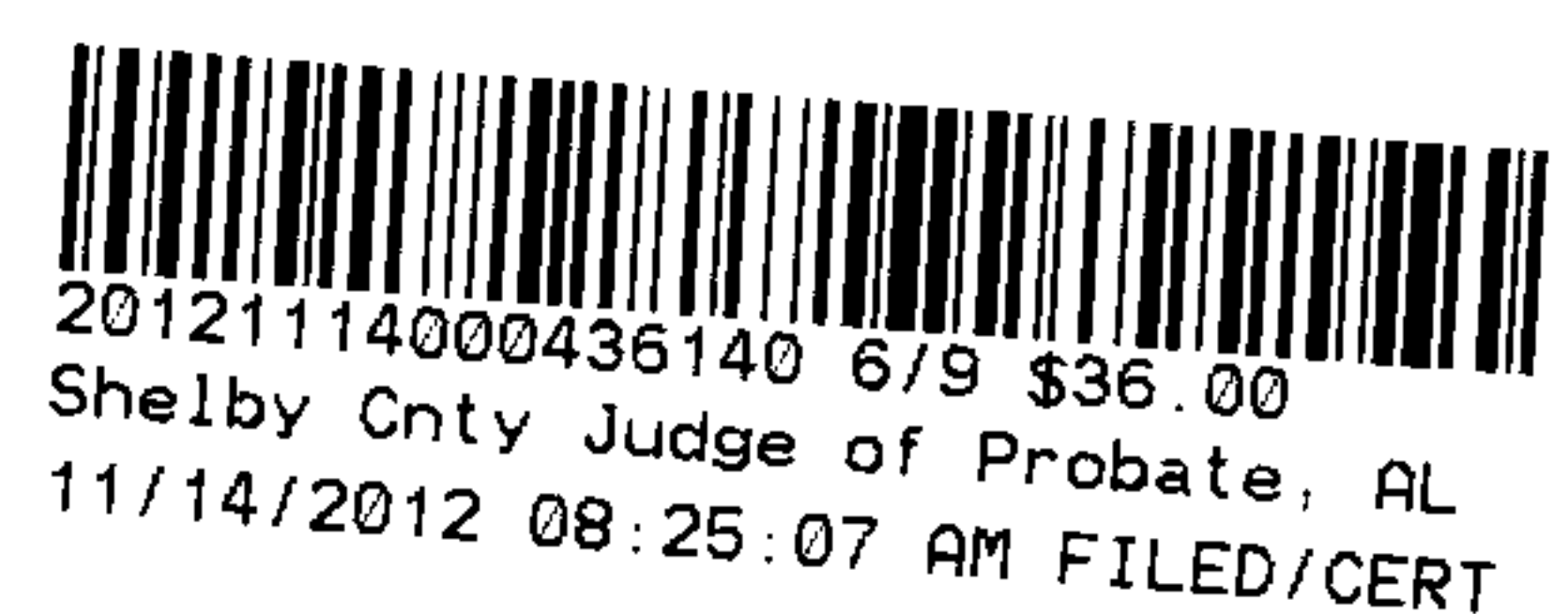


Nothing contained herein shall obligate the Town of Vincent for any repair or maintenance on either the Common Access Easement or the fire water tanks. The Homeowners Association shall be solely responsible for the routine inspections and routine maintenance of the fire water tanks, their valves and their water level.

Section 5.10 Effect of Non-Payment of Assessments:
The Lien, the Personal Obligation; Remedies of the Association.

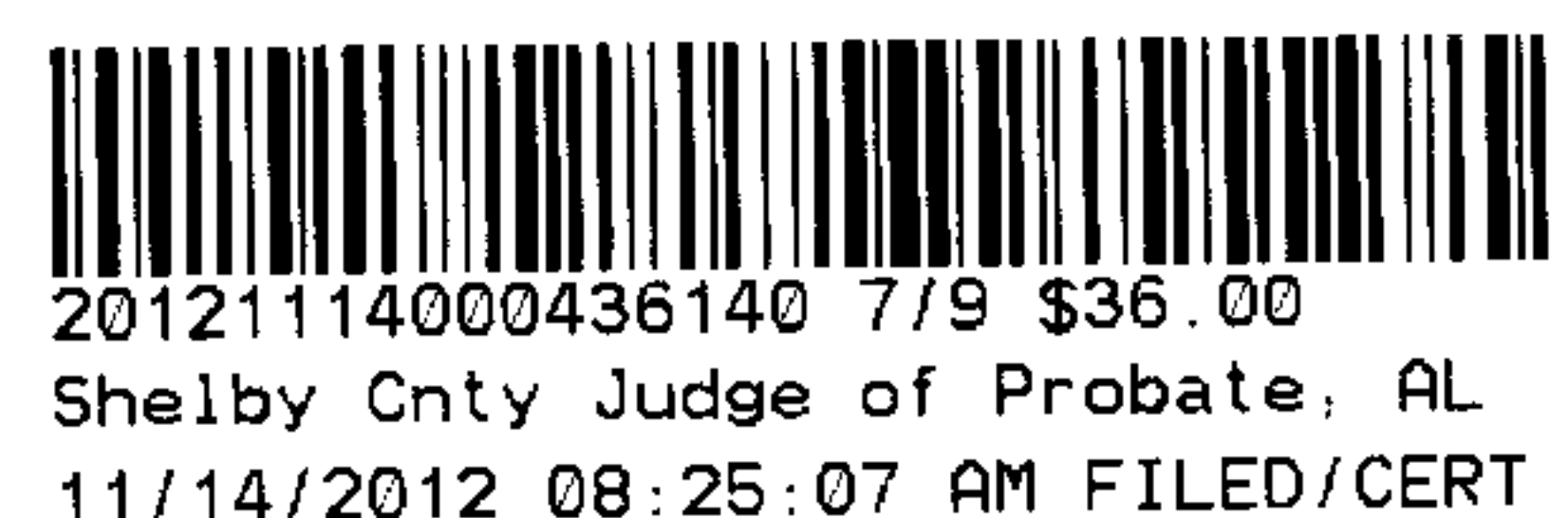
(a) If any Assessment or other charge or lien provided for herein is not paid in full on the due date set by the Board, then such Assessment, charge or lien shall become delinquent on the thirtieth day thereafter, and together with interest thereon and cost of collection thereof as are hereinafter provided, 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. Notice of such delinquency shall be forwarded to such Owner and any Institutional Mortgagee having an interest in the Lot. The personal obligation of any Owner to pay such Assessment, however, shall remain his or its personal obligation and shall not pass to any successors 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 rate permitted under Alabama 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 Assessment all attorneys' fees incurred in attempting to



collect such Assessment and in prosecuting any action for the same, the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include the interest on the Assessment as above provided 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 Probate Office of Shelby County, Alabama, stating the description of the Lot encumbered thereby, the name of its Owner, the amount due and the 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, 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 Assessments shall be subordinate to the lien of any Institutional Mortgagee bearing a recording date in the Probate Office 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 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. 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 Areas 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 has made application

for a loan secured by a mortgage on said Lot, may, by written request, inquire of the Association whether the Lot is subject to any Assessments which are due and payable and the Association shall give the requesting party a written response within ten (10) days of such inquiry providing information as to the status of Assessments on said Lot. The party making such request may rely on the information set forth in such response and the facts stated therein shall be binding upon the Association.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the 6 day of November, 2012.

DECLARANT:

LIBERTY SHORES, LLC,

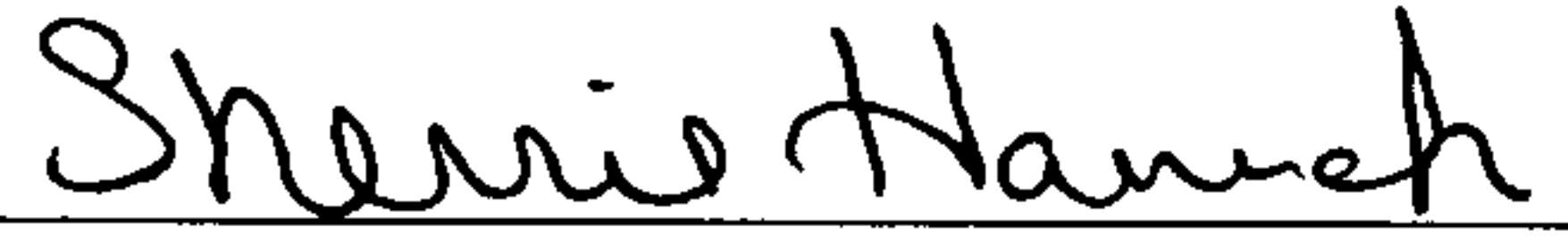
a Delaware Limited Liability Company

By: 
Loren E. Dickey
Its: President


STATE OF ALABAMA }
COUNTY OF SHELBY }

I, the undersigned, 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 Supplemental Declaration of Easements, Covenants, Conditions and Restrictions, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing he, as such officer, respectively, and with full authority, executed the same voluntarily for and as the act of said company and association, respectively

Given under my hand and official seal of office this 6th day of November, 2012.


Notary Public

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


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