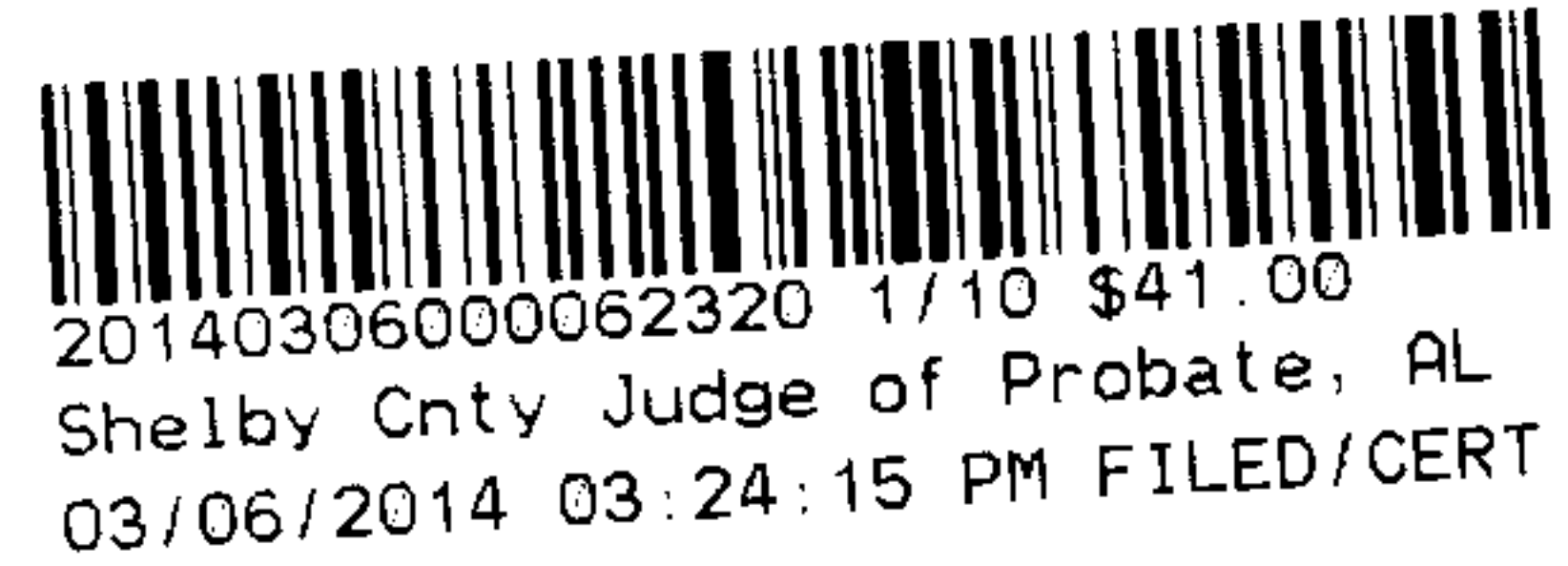


**DECLARATION OF EASEMENTS, PROTECTIVE COVENANTS AND
RESTRICTIONS FOR
PARAMORE FAMILY SUBDIVISION ASSOCIATION
AS RECORDED IN MAP BOOK 40 PAGE 11**



ARTICLE 1: OBJECTIVES

Whereas LILLIE BELL ROYAL PARAMORE helped to establish the PARAMORE FAMILY SUBDIVISION and is interred in the LILLIE BELL ROYAL PARAMORE Memorial Garden. The objectives of the Association shall be for the management and maintenance of the Area of Common Responsibility situated in the PARAMORE FAMILY SUBDIVISION for the benefit of the property Owners in the subdivision as well as for Visitors and Descendants of LILLIE BELL ROYAL PARAMORE.

ARTICLE 2: DEFINITIONS

Annual Meeting: The annual meeting for the Covenants Committee Members shall be held on January 21st of each year or another date as agreed upon by majority vote.

Area of Common Responsibility: shall include the LILLIE BELL ROYAL PARAMORE Memorial Garden as described on Exhibit A of this Declaration.

Cenotaph: empty Urn or Burial Marker in memory of a person buried somewhere else.

Common Expenses: The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, Visitors and Descendants including any reasonable reserve, as the Covenants Committee may find necessary and appropriate to maintain the Area of Common Responsibility.

Covenants Committee: shall be made up of not more than ten members including five (5) Class A Members and Five (5) Class B Members.

Cremated Remains: Means what remains of a body after cremation- also called ashes.

Deceased: Means person in whom all physical life has ceased.

Descendants: Means any individual who by Birth, Marriage or Adoption is a direct Descendant of the LILLIE BELL ROYAL PARAMORE family lineage.

Designee: a person, company or organization Voted on by a Majority of the Covenants Committee to handle day to day paperwork, accounting, accounts payable, accounts receivable, communication, budgeting and any other task as agreed to in writing between the Association and the Designee.

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Governing Documents: This Declaration, and any By-Laws, Articles of Incorporation, Supplemental Declarations, rules of the Association, additional covenants governing any portion of the PARAMORE FAMILY SUBDIVISION as each may be added, supplemented and amended from time to time.

Interred: means disposition by burial of cremated remains or urn placement of cremated remains. It does not mean burial of human remains or entombment of human remains.

Lot: a legal parcel of the PARAMORE FAMILY SUBDIVISION, whether improved or unimproved, which may be independently owned and conveyed. The term shall refer to the land, which is part of the Lot as well as any improvements thereon.

Majority: Means those vote, Owners, Descendants, Members or other group, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

Member: A Person subject to membership in the Association pursuant to Section 3.2.

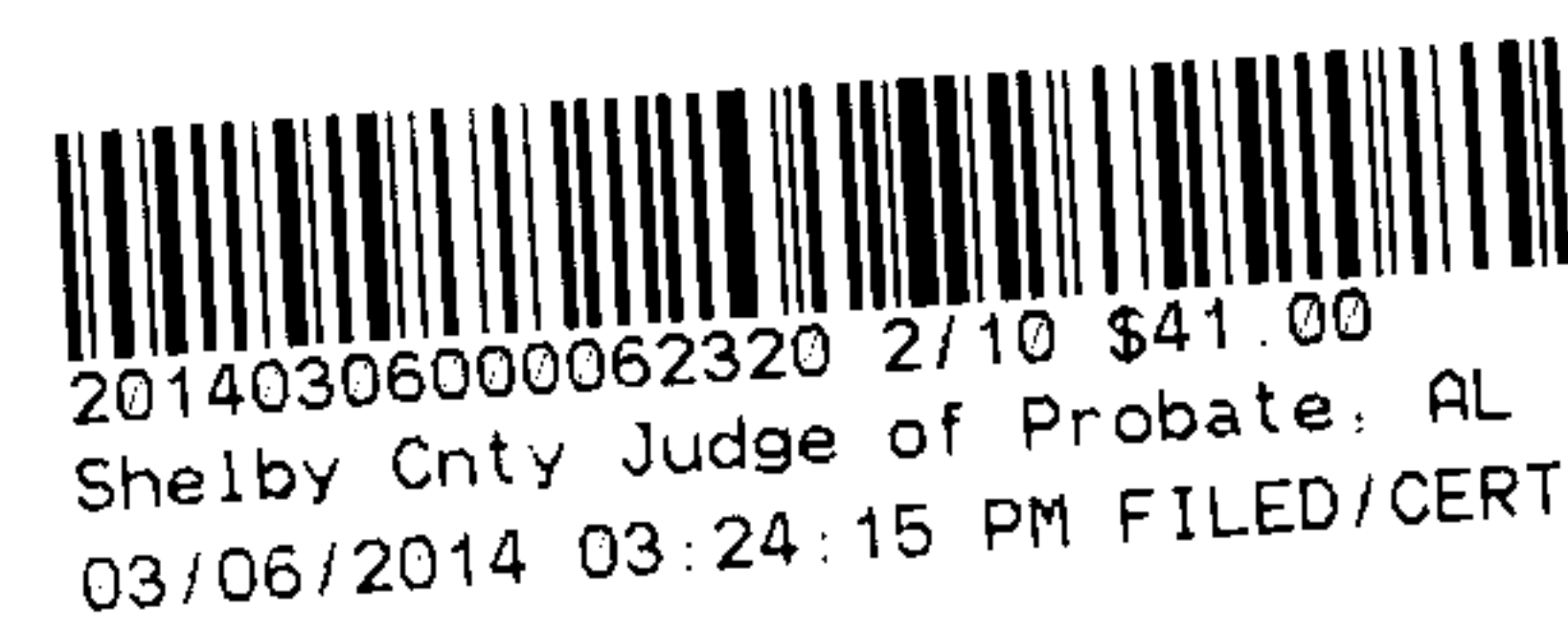
Memorial Marker: a single permanent (left more that 180 days) monument, plaque or other marker made of stone, wood, metal, rock or another long lasting material located on a plot which must include at minimum the full legal name, date of birth and date of death of the deceased and is typically less than 6 inches in Depth, 3 feet in Length and 2 feet in Height/Width but never more than 25% in either Depth, Length, Width or Height of the LILLIE BELL ROYAL PARAMORE Rock Memorial Marker.

Owner: One (1) or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner. If a Lot is owned by more than one (1) Person, all such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner.

Plot: a section of land not closer than 4 feet in any direction to another Memorial Marker within the LILLIE BELL ROYAL PARAMORE Memorial Garden for the Urn Placement or Cenotaph placement of a Descendant of LILLIE BELL ROYAL PARAMORE.

Urn: container made of stone, wood or metal to hold cremated remains and is properly sealed before Urn placement.

Urn Placement: permanent placement of an urn into a plot.



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Visitor: any individual who is a friend or family member of a person Interred in the LILLIE BELL ROYAL PARAMORE Memorial Garden.

Visiting Hours: Shall be from sunrise to sunset every day of the year except on the date of Birth or Death of any deceased person interred in the LILLIE BELL ROYAL PARAMORE Memorial Garden when the hours shall be from sunrise to 10:00PM.

ARTICLE 3: MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B."

(a) Class "A". The Class "A" Members shall be all Owners. Every Owner shall be a Member of the Association. There shall be only one (1) membership per Lot. If a Lot is owned by more than one (1) Person, all co-Owners shall share the privileges of such membership, subject to the restrictions on voting set forth in Section 3.2(c). The membership rights of an Owner which is not a natural person may be exercised by any officer, director, member, manager, partner or trustee of such Owner, or by any individual designated from time to time by the Owner in a written instrument provided to the Covenants Committee of the Association.

(b) Class "B". The Class "B" Members shall be made up of Descendants of LILLIE BELL ROYAL PARAMORE. There shall be five (5) Class "B" Members. Class "B" Members as of January 21, 2014 are as follows:

1. Doris Lynn Bealer
2. Mary Leann Paramore
3. Elizabeth Ann Paramore Watanabe
4. Aaron Paramore
5. Kerri Paramore Cummings

Class "B" members shall serve for a minimum term of 2 years with no maximum term unless more than 5 Descendants wish to be Members. If more than 5 Descendants wish to be Members then at the Annual Meeting of the Covenants Committee all Descendants wishing to be Members and wishing to serve a minimum one year term shall put there name in a bag and the Five (5) Class "B" Members names shall be drawn by random from the bag. Class "B" members are expected to contribute financially and/or physical labor to the maintenance of the Area of Common Responsibility. Class B Members are expected to contribute at minimum \$200.00 per year and/or 20 hours of labor per year to the maintenance of the Area of Common Responsibility. If at any time in the future there are not at least five (5) Descendants of LILLIE BELL ROYAL PARAMORE willing or able to serve in the capacity of a Member of the Association then any remaining Descendants on the

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Covenants Committee may put their name in a bag and the remaining spots to fill the Five (5) Class B Members names shall be drawn by random from the bag.

3.2 Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B."

(a) Class "A". The Class "A" Members shall be all Owners. Each Class "A" Member shall have one (1) equal vote for each Lot in which he or she holds the interest required for membership under Section 3.1; All Class "A" votes shall be cast as provided in Section 3.2(c) below.

(b) Class "B". The Class "B" Members shall be made up of Descendants of LILLIE BELL ROYAL PARAMORE. Each of the five (5) Class "B" Members shall have one (1) equal vote.

(c) Exercise of Voting Rights for Class "A" Members. If there is more than one (1) Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Covenants Committee of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

(d) Exercise of Voting Rights for Class "B" Members. Each Class "B" Member shall have one (1) equal vote in the association. The number of Direct Descendants votes shall be equal to but not greater than the number of votes of the Class A members.

ARTICLE 4: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Area of Common Responsibility and all improvements thereon. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the PARAMORE FAMILY SUBDIVISION as the Covenants Committee may adopt from time to time. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Alabama.

4.2 Dedication of or Grant of Easements on Common Area. The Association may dedicate or grant easements across portions of the Area of Common Responsibility to Shelby County, Alabama, or to any other local, state, or federal governmental or quasi-governmental entity, or to any private utility company.

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4.3 Provision of Services. The Association may provide services and facilities for the Members of the Association and their guests, lessees and invitees. The Association shall be authorized to enter into contracts or other similar agreements with other entities to provide such services and facilities. The costs of services and facilities provided by the Association shall be funded by the Association as a Common Expense. The Covenants Committee shall be permitted to modify or cancel existing services or facilities provided, if any, or to provide additional services and facilities. Nothing contained herein can be relied upon as a representation as to the services and facilities, if any, which will be provided by the Association.

ARTICLE 5: MAINTENANCE

5.1 Association's Responsibility.

The Association shall maintain and keep in good condition, order and repair the Area of

(a) Common Responsibility, which shall include, but need not be limited to:

- (i) Area of Common Responsibility including all landscaping and other flora, structures, and improvements, including any entry features, sidewalks, fences, situated upon the Area of Common Responsibility;
- (ii) all furnishings, equipment, tools and other personal property of the Association;
- (iii) all ponds, streams and/or creeks located within the PARAMORE FAMILY SUBDIVISION which serve as part of the drainage and storm water retention system for the PARAMORE FAMILY SUBDIVISION , including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith .

(b) The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Covenants Committee, to perform required maintenance or repairs.

(c) The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that

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- (i) such property is dedicated to any local, state, or federal government or quasi-governmental entity; provided however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Covenants Committee determines that such maintenance is necessary or desirable to maintain a Community-Wide Standard. Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means.
- (d) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots as part of the General Assessment.

ARTICLE 6: MEMORIAL GARDEN GUIDELINES

6.1 The LILLIE BELL ROYAL PARAMORE Memorial Garden is a Private Family Memorial Garden/Cemetery.

6.2 Only Descendants of LILLIE BELL ROYAL PARAMORE may be interred in the LILLIE BELL ROYAL PARAMORE Memorial Garden.

6.3 Only Cremated remains in an Urn may be interred in the LILLIE BELL ROYAL PARAMORE Memorial Garden.

6.4 Descendants of LILLIE BELL ROYAL PARAMORE may have a Cenotaph placed in the LILLIE BELL ROYAL PARAMORE Memorial Garden

6.5 Descendants interred in the LILLIE BELL ROYAL PARAMORE Memorial Garden shall have a Memorial Marker placed within one hundred and eighty days (180 days) of the date of death.

6.6 If immediate family members have not placed a Memorial Marker within one hundred and eighty days (180 days) of the date of death of a Descendant Interred in the LILLIE BELL ROYAL PARAMORE Memorial Garden then the Association may place a simple & inexpensive Memorial Marker on the plot where the Descendant is interred. The Memorial Marker may be paid for as a Common Expense.

6.7 Family Pets of Descendants may be interred in the LILLIE BELL ROYAL PARAMORE Memorial Garden if all other Guidelines are honored.

6.8 Visitors are welcome at the LILLIE BELL ROYAL PARAMORE Memorial Garden during visiting hours.

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6.9 Consumption or Possession of Alcoholic Beverage, Illegal Drugs or Firearms in the LILLIE BELL ROYAL PARAMORE Memorial Garden is not permitted.

6.10 The LILLIE BELL ROYAL PARAMORE Memorial Garden is for peaceful use and any disruption, illegal activity or trespassing is not permitted and maybe handled by local law enforcement as well as the Association.

ARTICLE 7: LEFT INTENTIONALLY BLANK

ARTICLE 8: ASSESSMENTS

8.1 Creation of Assessments. There are hereby created assessments for Association expenses as the Covenants Committee: may specifically authorize from time to time. There shall be two (2) types of assessments imposed by the Association:

(a) General Assessments to fund Common Expenses and
(b) Special Assessments as described in Section 8.4. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Community, is deemed to covenant and agree to pay these assessments. All assessments and other charges, together with interest, late charges, costs of collection, and reasonable attorneys fees, shall be a charge and continuing lien upon each Lot against which the assessment or charge is made until paid, as more particularly provided in Section 8.6. Each such assessment or charge, together with interest, late charges, costs, and reasonable attorney's fees, also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Lot by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a written statement signed by at minimum 3 Members of the Covenants Committee or Designee voted upon by the Covenants Committee setting forth whether such assessment has been paid. Such statement shall be conclusive evidence of payment.

Unless the Covenants Committee otherwise provides, the General Assessment shall be due and payable in advance on January 1st, of each year. Special Assessments shall be paid in such manner and on such dates as the Covenants Committee may establish. The Covenants Committee may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Covenants Committee may require any unpaid installments of all outstanding assessments to be paid in full immediately. Any assessment or installment thereof shall be considered delinquent on the fifteenth (15th) day following the due date unless otherwise specified by the

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Covenants Committee.

No Owner may exempt himself or herself from liability for assessments by non-use of the Area of Common Responsibility, abandonment of his or her Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action taken by the Association.

8.2 Computation of General Assessments. At least three (3) Days before the Annual Meeting, the Covenants Committee or Designee shall prepare a budget covering the estimated Common Expenses during the coming year, which may include a contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 8.3.

General Assessments shall be levied equally against all Lots subject to assessment. The assessment rate shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including any reserves. In determining the level of General Assessments, the Covenants Committee, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years and any donated funds from Descendants during the fiscal year.

The Covenants Committee or Designee shall provide a copy of the budget and notice of the amount of the General Assessment for the year to each Owner at the Annual Meeting or at least thirty (30) Days prior to the beginning of the date for which it is to be effective. Such budget and assessment shall become effective unless disapproved by a Majority of the Members at the Annual Meeting.

If the Covenants Committee or Designee fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

The initial annual assessment is estimated to be Three Hundred Dollars \$300.00 per lot.

8.3 Reserve Budget. The Covenants Committee may, in its sole discretion, annually prepare reserve budgets which take into account the number and nature of replaceable assets within the Area of Common Responsibility, the expected life of each asset, and the expected repair or replacement cost. The Covenants Committee shall include in the general budgets reserve amounts sufficient to meet the projected needs of the Association.

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8.4 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against all Lots, if such Special Assessment is for Common Expenses. Special Assessments shall be allocated equally among all Lots. Special Assessments shall become effective upon a majority vote of the Covenants Committee. Special Assessments shall be payable in such manner and at such times as determined by the Covenants Committee and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.5 Intentionally Left Blank

8.6 Lien for Assessments. The Association shall have a lien against each Lot to secure payment of assessments and other charges (including without limitation General Assessments and Special Assessments), as well as interest at a rate to be set by the Covenants Committee (subject to the maximum interest rate limitations of Alabama law), late charges in such amount as the Covenants Committee may establish (subject to the limitations of Alabama law), costs of collection and reasonable attorneys fees. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. If such assessments are not paid when due, the Association may bring an action at law against the Owner who is personally obligated to pay the same or to foreclose the lien against the Lot, and the cost of such action shall be added to the amount of such assessment. In the event a judgment is obtained, such judgment shall include the assessment, late fee, interest and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment allocated to the Lot owned by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same. The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. A Mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall remain the personal obligation of the owner of the Lot prior to the foreclosure, and, unless and until collected from such prior owner, shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 8.7, including such acquirer, its successors and assigns.

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All other Persons acquiring liens or encumbrances on any Lot after this Declaration has been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

8.7 Date of Commencement of Assessments. The obligation to pay assessments shall commence as of January 1, 2013.

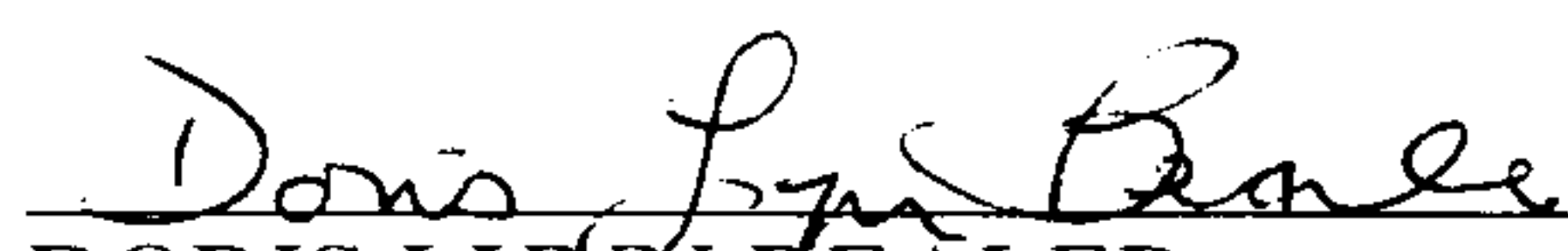
8.8 Failure to Assess. Failure of the Covenants Committee to establish assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

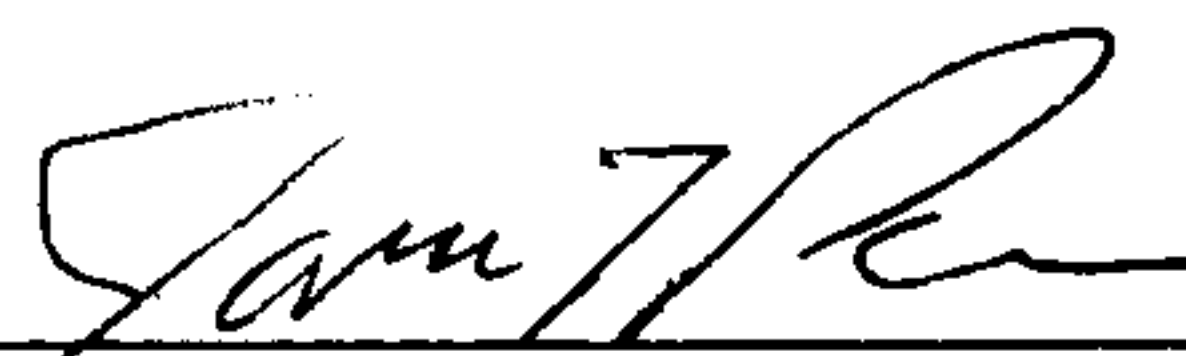
8.9 Exempt Property. The following property shall be exempt from payment of General Assessments and Special Assessments:

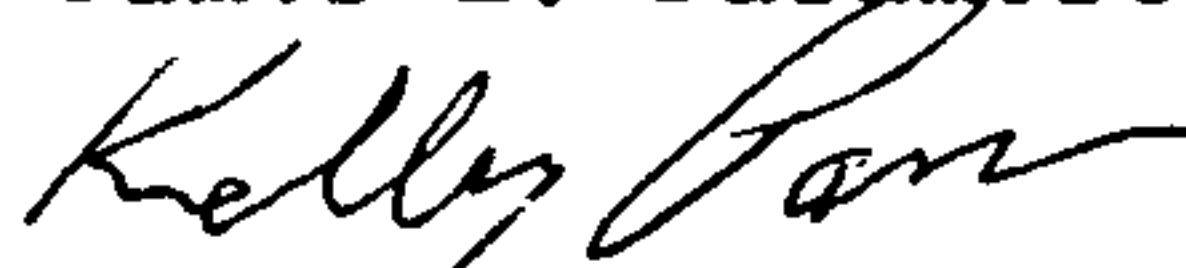
- (a) Area of Common Responsibility as described on Exhibit A of this Declaration.
- (b) Any property dedicated or otherwise conveyed to and accepted by any governmental authority or public utility; and
- (c) Any property that is owned by a charitable nonprofit corporation or public agency whose primary purposes include the acquisition and preservation of open space for public benefit and held by such agency or organization for such recreational and open space purposes.

**THESE RESTRICTIONS APPLY TO PARAMORE FAMILY SUBDIVISION
AS RECORDED IN MAP BOOK 40 PAGE 11, PROBATE OFFICE SHELBY
COUNTY, ALABAMA.**

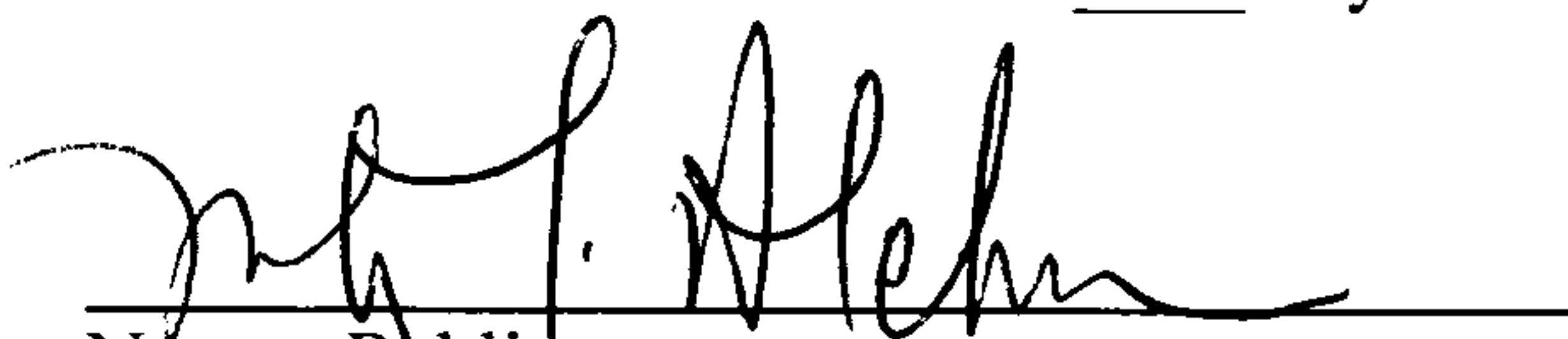
LILLIE BELL PARAMORE REVOCABLE TRUST


DORIS LYNN BEALER
TRUSTEE


James L. Paramore


Kelly Paramore

Sworn to and subscribed the 5th day of March, 2014


Notary Public

