



20231208000354090 1/32 \$115.00
Shelby Cnty Judge of Probate, AL
12/08/2023 10:03:16 AM FILED/CERT

DECLARATION OF PROTECTIVE RESTRICTIONS

LIANO LAKE ESTATES

*Prepared by
M.J. Gagliano
628 - Foothills Tr.
Chelsea, AL 35043*

THE STATE OF ALABAMA]
THE COUNTY OF SHELBY]

Whereas, the undersigned Charles J. & Mary Jo Gagliano are referred to as "Developer," the Owner of all of that certain real Property situated in Shelby County, Alabama, herein referenced "as the Property." All Lots are shown on the subdivision plat Exhibit "A" attached hereto and incorporated herein by reference as used in these Restrictions. **THESE PROTECTIVE RESTRICTIONS ARE APPLICABLE ONLY TO THE PROPERTY AND SHALL NOT EXTEND TO OR BE BINDING UPON ANY OTHER PORTIONS OF THE DEVELOPMENT OR ANY OF THE OTHER REAL PROPERTY DESCRIBED IN EXHIBIT "A" AS ATTACHED HERETO.**

ARTICLE I

Whereas the Developer desire to subject all of the lots located thereon to the restrictions, conditions, and limitations starting now

1.01 Common Areas. The term "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Areas shall include (a) all private roadways providing ingress to and egress from the Development have been constructed within the boundaries of the Development, (b) all private roadways or easements upon which private roadways providing ingress to and egress from the Development have been constructed which may be adjacent to or in close proximity with (but otherwise outside of) the Development which provide ingress to or egress from any portion of the Development (other than any such private roadways which are located solely within the boundary lines of any Lot or Dwelling), (c) all signage, lighting and, gates, walls, fences, improvements, landscaping and landscaped or other areas immediately adjacent to any public or private roadways, within any



public or private roadways, whether the same are located within the Development or on any public or private roadways which may be adjacent to or in close proximity with the Development which provided ingress to and egress from any portion of the Development (other than any such areas located solely within the boundary lines of any Lot, Dwelling (d) all lakes, water, storm drains and, drainage and/or, lakes, basins or other areas and facilities located within the Development (other than such areas located solely within the boundary lines of any Lot, Dwelling (e) all maintenance areas and parking areas located on any portion of the Development (other than such areas located solely within the boundary lines of any Lot, Dwelling, (f) all utility lines, pipes, ducts, conduits, equipment, machinery, and other apparatus and appurtenances which are located in or serve and portion of the common Areas and (g) recreational facilities and others areas or improvements on or within the Development which are designation of any land and or improvements as Common Areas shall not mean or imply that the public at large acquires any easement of use or enjoyment or any other rights, licenses or benefits therein or to the use thereof.

1.02 Common Expenses. The term "Common Expenses" shall refer to all expenditures made and incurred on behalf of the Association, including, without limitation, those expenses described in Section 7.01 below, together with all funds assessed for the creation and maintenance of reserves according to the provisions of this Declaration.

1.03 ARC. According to this Declaration, the term or letter "ARC" shall mean the architectural review committee appointed according to Section 5.01 with the rights and obligations conferred upon such architectural review committee according to this Declaration.

1.04 Architectural Standards. The term "Architectural Standards" shall mean the standards prepared, issued, and amended from time to time by the ARC according to Section 5.01 below to review and approve all exterior improvements, landscaping, and any other Improvements which may make to any Lot, Dwelling.

1.05 Assessment. The term "Assessment" shall mean the annual and special assessments and any other charges assessed against an Owner by the Association according to Sections 7.01, 7.02, 7.03, and 7.04 hereof.

1.06 Declaration. The term "Declaration" shall refer to Liano Lakes Estates Conditions and Restrictions and all its amendments.

1.07 Developer. "Developer" shall mean Charles J. and Mary Jo Gagliano, its successors, and assigns.



1.08 Development. The term “Development,” with an initial capital letter, shall refer to the Property and all improvements thereon and any of the Additional Property submitted to the provisions of this Declaration according to Section 2.02 hereof.

1.09 Dwelling. The term “Dwelling” with an initial capital letter shall refer to any improved Lot intended for detached single-family residential dwellings, including, without limitation, any homes which may be constructed or situated upon any portion of any Lot.

1.10 Governmental Authority. The term “Governmental Authority” shall mean all city, county, state, and federal governmental or quasi-governmental agencies, bureaus, departments, divisions, or regulatory authorities having jurisdiction over any portion of the Development.

1.11 Declaration. The term “Declaration” shall refer to the LIANO LAKE ESTATES, Conditions, Restrictions, and all amendments.

1.12 Developer. The term “Developer” shall mean partnership, successors, and assigns.

1.13 Development. The term “Development,” with an initial capital letter, shall refer to the Property and all improvements thereon and any of the Additional Property submitted to the provisions of this Declaration according to Section 2.02 hereof.

1.14 Dwelling. The term “Dwelling” with an initial capital letter shall refer to any improved Lot intended for detached single-family residential dwellings, including, without limitation, any homes which may be constructed or situated upon any portion of any Lot.

1.15 Governmental Authority. The term “Governmental Authority” shall mean all city, county, state, and federal governmental or quasi-governmental agencies, bureaus, departments, divisions, or regulatory authorities having jurisdiction over any portion of the Development... The term “Institutional Mortgagee” shall refer to any federal or state-chartered bank, trust company, life insurance company, federal or state savings and loan association, real estate investment trust, or other recognized lending institution. Which typically and customarily engages in the business of making Mortgage loans and shall include any institutional or governmental purchaser of mortgages loans and shall include any institutional or governmental purchaser of mortgage loans in the secondary market, such as Federal National Mortgage Association or Federal Home Loan Mortgage

Corporation, which holds the first Mortgage on any Lot, Dwelling which has duly and properly recorded in the Probate Office of Shelby County, Alabama.

1.16 Living Space. The term "Living Space" shall refer to the enclosed and covered areas within a Dwelling heated and cooled, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics, and basements.

1.17 Lot. The term "Lot" shall refer to any unimproved portion of the Property upon which someone will construct a dwelling. Upon the recordation of any subdivision plat for any portion of the Property, a parcel of land shall be deemed a Lot for purposes of this Declaration.

1.18 Occupant. The term "Occupant" shall mean and include any Owner, the family members, guests, tenants, agents, servants, employees, invitees of any Owner, and their respective family members, guests, tenants, agents, servants, employees, invitees, and any other person occupies or uses any Dwelling within the Development.

1.19 Owner. The term "Owner," with an initial capital letter, shall refer to the record owner, including Developer, of fee simple title to any Lot or Dwelling, whether a corporation, partnership, proprietorship, Association, or other entity of any nature, including natural persons. But, shall not include (i) any Mortgagee unless and until the Mortgagee has foreclosed on its Mortgage, purchases the Lot, or Dwelling at the foreclosure sale held to the foreclosure of the Mortgage or (ii) any lessee, purchaser, contract purchaser or vendor who has an interest in any Lot or Dwelling solely under a lease, contract, installment contract or other agreement.

ARTICLE II

PROPERTY SUBJECT TO THE DECLARATION

2.01 General Declaration. Developer hereby declares that the Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens, and regulations of this Declaration. The Property, any part thereof, and each Lot, Dwelling, or Common Area owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon, and otherwise used and maintained subject to the terms of this

Declaration. The easements, covenants, conditions, restrictions, charges, liens, and regulations shall run with the title to the Property. They shall be binding upon and inure to the Developer's benefit and upon all Owners and Occupants of the Property and any Lot, Dwelling, and Common Area.

2.02 Additional Property. The developer reserves the right, in its sole and absolute discretion, at any time and from time to time during the pendency of this Declaration, to add and submit any Additional Property to the provisions of this Declaration. And, to the extent any of the Additional Property is specifically introduced to the terms and provisions of this Declaration by the Developer. Any such Additional Property shall constitute part of the Property. Additional Property may be submitted to the provisions of this Declaration by an instrument executed by the Developer in the manner required for the execution of deeds and recorded in the Probate Office of Shelby County, Alabama, which instrument shall be deemed an amendment to this Declaration (which need not be consented to or approved by any Owner, Occupant or Mortgagee of any Lot, Dwelling and shall (a) refer to this Declaration stating the book and page number in the Probate Office of Shelby County, Alabama where this Declaration is recorded, (b) contain a statement that such Additional Property is conveyed subject to the provisions of this Declaration or only specified portions thereof, (c) contain an accurate description of such Additional Property and (d) state such other or different covenants, conditions and restrictions as the Developer, in its sole discretion, shall specify to regulate and control the use, occupancy, and Improvement of such Additional Property. From and after the Office of Shelby County, Alabama, submitting any Additional Property to the terms and provisions of this Declaration, and submitted to the Declaration so that there shall continue to be one vote in the Association per Lot or Dwelling within the Development. In no event shall Developer be obligated to submit any Additional Property to the provisions of this Declaration or impose any of the covenants, conditions, or restrictions set forth in this Declaration upon any real property owned by the Developer situated adjacent to or in close proximity with the Development. Notwithstanding anything provided in this Declaration to the contrary, (1) the provisions of this Section 2.02 may not be abrogated, modified, rescinded, supplemented, or amended, in whole or in part, without the prior written consent of the Developer and (2) the rights reserved by Developer according to this Section 2.03 shall not be deemed to inure to the benefit of any transferee or purchaser of the Additional Property or any portion thereof, unless developer, in its sole discretion, transfers and conveys to such transferee or purchases the rights reserved herein by express reference to section 2.02 of this Declaration.

2.03 Right of Developer to Modify Restrictions with Respect to Lots. With respect to any Lot owned by Developer, Developer may, by deed, contract, or other instrument filed for record in the manner specified in Section 2.02 above, modify the provisions of this Declaration as the same applies to any such Lot provided, however, that this



Declaration may not be altered or amended to (a) exempt any Lot or any dwellings situated thereon from the payment of the Assessments.

2.04 Mutuality of Benefit and Obligation. The provisions of this Declaration are made (a) for the mutual and reciprocal benefit of each Lot, Dwelling, or Common Area within the Property and are intended to create mutually equitable servitudes upon and in favor of each Lot, Dwelling, (b) to create reciprocal rights and obligations between the respective Owners and all future and subsequent Owners of any Lot or Dwelling within the Development, and to create privity of contract and estate between the Owners, their respective heirs, successors, and assigns.

2.05 Development of Property. Developer shall have the right, but not the obligation, for so long as Developer owns any Lot, Dwelling in the Development, to make improvements and changes to all Common Areas and all Lots, Dwelling owned by Developer, including, without limitation, (i) installation and maintenance of any Improvements in or to the Common Areas, (ii) changes in the location of the boundaries of any Lots, Dwelling owned by Developer of the Common Areas, (iii) installation and maintenance of any water and any other utility systems and facilities within the Common Areas and (iv) installation of security and trash and refuse facilities.

2.67 Subdivision Plat. Developer reserves the right to record, modify, amend, revise, and otherwise add to, at any time and from time to time, a subdivision plat setting forth such information as the Developer may deem necessary with regard to the Development, including, without limitation, the locations and dimensions of all Lots, Dwellings, Common Areas, Additional Property, public or private roads, utility systems, drainage systems, utility easements, access easements, setback line restrictions, lakes, retention ponds, and drainage basins. Any such subdivision plans or any amendments to them shall be binding on the portions of the Property indicated thereon. If such subdivision plat were specifically incorporated into the Declaration, the Developer may, from time to time, divide and re-divide, combine, and re-subdivide any Lots owned by Developer.

ARTICLE III

EASEMENTS

3.01 Common Expenses. The term "Common Expenses" shall refer to all expenditures made or incurred by or on behalf of the Association, including, without limitation, those



20231208000354090 7/32 \$115.00
Shelby Cnty Judge of Probate, AL
12/08/2023 10:03:16 AM FILED/CERT

expenses described below, together with all funds assessed for the creation or maintenance of reserves according to the provisions of this Declaration.

3.02 Reservation of Maintenance Easement. Developer does hereby establish and reserve for the Association and its agents, employees, and successors and assigns a permanent and perpetual right and easement to enter upon any Lot, Dwelling for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps or other unsightly growth and removing the trash to maintain reasonable standards of health, fire, safety, and appearance within the Development; provided, however, that such easement shall not impose any duty or obligation upon Developer or the Association to perform any of the preceding actions.

3.03 Reservation of Environmental Easement. The Developer does hereby establish and reserve for itself, the ARC, the Association, and their respective agents, employees, successors, and assigns a permanent and perpetual right and easement on, over, across, and upon all Lots and all unimproved portions of any Dwellings to take any action necessary to effect compliance with the Architectural Standards or any watershed, soil erosion or environmental rules, regulations and procedures from time to time promulgated or instituted by any Governmental Authorities or the Board. The easement and right established and reserved 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 to satisfy the requirements of the Architectural Standards or any Governmental Authorities. Except in the case of an emergency or a perceived emergency, the exercise Developer or the Association of the rights reserved shall not unreasonably interfere with the use or occupancy of any Dwelling situated on any Lot.

ARTICLE IV

ASSOCIATION

4.01 Membership. The Owner of each Lot or Dwelling shall be a member of the Association. For purposes of determining membership in the Association, each dwelling unit within Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling; provided, however, that (a) Developer shall be deemed a member of the Association and shall have one (1) vote for each Lot or Dwelling owned by Developer in the Development, (b) in the event any Lot or Dwelling is owned by more than one (1) person, then the Owner of such Lot shall designate only one

(1) representative to serve as a member of the Association who shall exercise all voting rights attributable to the Lot or Dwelling owned by such Owner and (c) no Mortgagee shall become a member of the Association until such time, if at all, that the Mortgagee becomes an Owner by foreclosure of its Mortgage and title to such encumbered Lot or Dwelling is vested in Mortgagee according to a duly recorded deed. The transfer or conveyance of fee title to any Lot or Dwelling (other than by a Mortgage as security for the payment of an obligation) shall automatically include the transfer of all membership rights of such Owner in the Association concerning the Lot or Dwelling transferred and conveyed, notwithstanding any failure of the transferor to endorse to his transferee any certificates, assignments or other evidence of such membership. Membership or the rights and benefits in the Association may not be transferred, assigned, conveyed, or otherwise alienated in any manner separately and apart from the ownership of a Lot or Dwelling. Each member of the Association shall comply with the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and all rules and regulations which may from time to time be adopted by the members of the Association.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE DEVELOPMENT AND ARCHITECTURAL STANDARDS

Approval of Plans and Specifications.

(a) TO PRESERVE THE ARCHITECTURAL AND AESTHETIC APPEARANCE, THE NATURAL SETTING, AND BEAUTY OF THE DEVELOPMENT, TO ESTABLISH, PRESERVE A HARMONIOUS DESIGN FOR THE DEVELOPMENT, TO PROTECT AND PROMOTE THE VALUE OF THE PROPERTY; NO IMPROVEMENTS OF ANY NATURE SHALL BE COMMENCED, ERECTED, INSTALLED, PLACED, MOVED ONTO, ALTERED, REPLACED, RELOCATED, PERMITTED TO REMAIN ON, MAINTAINED ON ANY LOT OR DWELLING BY ANY OWNER, WHICH AFFECTS THE EXTERIOR APPEARANCE OF ANY LOT OR DWELLING UNLESS PLANS AND SPECIFICATIONS THEREFORE HAVE BEEN SUBMITTED AND APPROVED AS PER IN ACCORDANCE THE TERMS AND PROVISIONS OF SECTION BELOW. WITHOUT LIMITING THE PRECEDING, THE CONSTRUCTION AND INSTALLATION OF ANY DWELLINGS, SIDEWALKS, DRIVEWAYS, MAILBOXES, DECKS, PATIOS, COURTYARDS, SWIMMING POOLS, TENNIS COURTS, GREENHOUSES, PLAYHOUSES, AWNINGS, WALLS, FENCES, EXTERIOR LIGHTS, GARAGES, OR ANY OTHER OUTBUILDINGS, SHALL NOT BE UNDERTAKEN, NOR SHALL ANY EXTERIOR ADDITION TO OR CHANGE OR ALTERATION BE MADE (INCLUDING, WITHOUT LIMITATION, PAINTING OR STAINING OF ANY EXTERIOR SURFACE) TO ANY DWELLING OR IMPROVEMENTS, UNLESS THE PLANS AND SPECIFICATIONS FOR THE SAME HAVE



BEEN SUBMITTED TO AND APPROVED UNDER THE TERMS AND PROVISIONS OF BELOW.

5.01 The Developers are authorized and empowered to approve all plans, specifications, the construction of all Dwellings, and other Improvements on any part of the Property. Before the commencement of any Dwelling or other Improvements on any Lot, Dwelling, the Owner thereof shall submit to The Developer plans and specifications and related data for all such Improvements, which shall include the following:

(a) (i) copies of an accurately drawn and dimensioned site development plan indicating the location of any Improvements, including, specifically, the Dwelling to be constructed on said Lot, the location of all driveways, walkways, decks, terraces, patios, and outbuildings, and the relationship of the same to any setback requirements applicable to the Lot or Dwelling.

(ii) ONE (1) copy of a foundation plan, floor plans, and exterior elevation drawings of the front, back, and sides of the dwellings on the Lot.

(iii) One (1) copy of written specifications and, if requested by the ARC, samples indicating the nature, color, type, shape, height, and location of all exterior materials used in the construction of the Dwelling on such Lot or any other Improvements to it, including, without limitation, the type and color of all brick, stone, stucco, roofing and other materials to be utilized on the exterior of a Dwelling and the color of paint or stain to be used on all doors, shutters, trim work, eaves and cornices on the body of such Dwelling.

(IV) One (1) copy of the lighting plan, including specifications, for any exterior lighting utilized for the Lot or Dwelling.

(V) One (1) copy of a landscaping plan prepared and submitted per the provisions of Section 5.02 below.

(b) Such other plans, specifications, or other information or documentation may be required by the Architectural Standards.

(c) The Developer shall determine whether the plans, specifications and other data submitted by any Owner for approval are acceptable. The Developer will retain one copy of all plans, specifications, and data submitted until construction and landscaping are complete.

(d) The ARC shall have the right to disapprove any plans and specifications upon any ground which is consistent with the objectives and purposes of this Declaration, including purely aesthetic considerations, any failure to comply with any of the provisions of this Declaration or the Architectural Standards, failure to provide requested information, objection to exterior design, appearance or materials, complaint on the ground of



incompatibility of any such proposed improvement with the scheme of development proposed for the development, objection to the location of any proposed Improvements on any such Lot, objection to the landscaping plan for such Lot or Dwelling, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Improvement or any other matter which, in the sole judgment of the Developer, would render the proposed Improvement in harmonious with the general plan of development contemplated for the Development. The Developer shall have the right to approve any submitted plans and specifications with conditions or stipulations. The owner of the Lot or Dwelling shall be obligated to comply with plans and specifications for such Improvements or Dwelling. Approval of plans and specifications by The Developer for Improvements to one particular Lot, Dwelling shall not be deemed acceptable or otherwise obligate the ARC to approve similar plans and specifications or any of the features. Or elements for the Improvements for any other Lot, Dwelling within the Development.

(e) If the plans and specifications fail to approve in writing within thirty (30) days of submission, then the plans and specifications submitted will be deemed disapproved by The Developer.

(f) Any revisions, modifications, or changes in plans and specifications previously approved by the Developer must be reapproved in the same manner specified above.

(g) If the construction of the Dwelling or the Improvements has not substantially commenced (e.g., clearing, grading, pouring of footing, and or framing and other related construction work) within one (1) year of approval of plans, no construction may be commenced (or continued) on such Lot or Dwelling. The owner of such Lot or Dwelling shall be required to resubmit all plans and specifications for any Dwelling or other Improvements for approval in the same manner specified above.

5.02 Landscaping Approval.

(a) To preserve, to the extent practicable, the natural landscaping and plant life currently situated on the Property and to enhance the aesthetic appearance of the Property, no landscaping, grading, excavation, or fill work of any nature shall be implemented or installed by any Owner on any Lot, Dwelling until landscaping plans are submitted and approved. The provisions of Section 5.01 above regarding the method for such projects, the time for approval or disapproval, and the procedure of approving modifications or changes shall apply to such landscaping plans.

5.03 Construction without Approval. Improvements initiated, installed, maintained, altered, replaced, or relocated without approval or not in compliance for any Lot or Dwelling, then, in either event, the Owner of such Lot or Dwelling shall be deemed to



20231208000354090 11/32 \$115.00
Shelby Cnty Judge of Probate, AL
12/08/2023 10:03:16 AM FILED/CERT

have violated this Declaration. The Gaglianos shall have the right to exercise the rights and remedies outlined in Section 5.07 below.

5.04 Inspection. The Developer may inspect any Lot for compliance with approved plans and specifications. Any such entry will not deem a trespass or any other wrongful act

5.05 Property Conditions. The Property may be in an area that includes underground mines, tunnels, sinkholes, subsurface conditions, sinkholes, or other types of ground subsidence.

It shall be the sole responsibility of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of any Lot or Dwelling for the construction of any contemplated Improvements thereon.

5.06 Commencement and Completion of Construction. Upon commencement of any Dwelling, construction work thereon shall be prosecuted diligently and continuously. Within one (1) year of the commencement date, such completion is the certificate of occupancy issued by the appropriate Governmental Authorities.

5.07 Enforcement and Remedies. Should the provisions of Article V are breached or not in compliance? The Owner or Occupant or the respective family members, guests, invitees, agents, employees, or contractors of any Owner or Occupant. Then The Developers have the right, at their option, to (a) require the removal or correction of any work in a place that does not comply with the plans and specifications or (b) through their designated agents, employees, representatives, and independent contractors enter upon such Lot or Dwelling and take all action necessary to extinguish such violation or breach. All costs and expenses in enforcing any of the provisions of this Article V, attorneys' fees, court costs, expenses of witnesses, engineers, architects, designers, land planners, or other persons involved in the correction. The completion of uncompleted work or any judicial proceeding. Costs incurred in causing any Owner or such Owner's contractors, agents, or invitees to comply with the terms and provisions of this Article V to be paid by the Owner and an individual Assessment to Owner according to Section 7.01 below. If not paid when due, they are subject to the lien provided in Sections 7.02, 7.03, and 7.04 below and be subject to foreclosure.

5.08 The provisions of Sections 5.09 (d) and 5.10 below, minimum building setback lines for all Dwellings noted on the recorded subdivision plat.

No Dwelling, All eaves, steps, stoops, porches, terraces, decks, and patios are a part of the Dwelling to determine building setback areas according to this Section 5.09, 5.10.



5.09 Sitting of Dwellings Lot owner must provide a site plan showing all dwellings before any construction, grading, or clearing of the location.

5.10 Minimum Living Space. Minimum Living Requirements The ground floor area of the main structure of such Dwelling, exclusive of open porches and garages, shall be at least 2500 square feet for a one-level home. A 1½ to 2 story, the minimum square footage of 3000 square feet, exclusive of open porches, garages, and basements.

5.11 Landscaping.

(a) The landscaping plan for each Lot or Dwelling in the Development shall be submitted to the ARC for approval according to the provisions of Section 5.01 above. Each Owner shall, to the extent practicable, attempt to incorporate into the landscaping plan for their dwelling the natural plant life existing on such Lot and shall otherwise take such steps which would, to the extent practicable, preserve the existing trees, plant life, wildflowers, and natural environment, including natural drainage channels, which exist on such Lot.

(b) All front and side yards of each Lot shall, unless approved by the ARC as a natural area or unless the same is landscaped with shrubbery and other approved plant life, is to be sodded with grass.

(c) All landscaping for a Lot shall be completed per the landscaping plan approved by the ARC no later than thirty (30) days following the issuance of a certificate of occupancy for the Dwelling situated thereon.

(d) No rocks, rock walls or other substances shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot Area or to impede otherwise or limit access to the same. No birdbaths, lawn sculptures, artificial plants, or other fixtures and accessories shall be placed or installed within the front or side yards of any Lot, Dwelling area without the ARC approval

(e) No vegetable or similar gardens shall be planted or maintained in the front or rear lake yards of any Lot, Dwelling. Vegetable or similar gardens shall be planted on the side yard if the same would be visible from any street. No Owner shall allow the grass on his Lot or Dwelling to grow to a height more than six (6) inches, measured from the ground's surface.

(f) No solar or other energy collection panel, equipment, or device shall be installed or maintained on any Lot, Dwelling, including, without limitation, the roof of any dwelling if the same would be visible from any street. No plumbing or heating vents, stacks, and



other projections of any nature shall be placed on the roof in front of a Dwelling. All such vents, stacks, and any other protrusions from the top of any Dwelling shall be located on the rear roof of such Dwelling. They shall (i) be painted the same color as the roofing material used for such Dwelling and (ii), to the extent practicable, not be visible from any street.

(g) No projections of any type shall be placed or permitted to remain above the roof of any Dwelling except for approved chimneys and vent stacks.

5.12 Exterior Lighting. All exterior lighting for any Dwelling, including, without limitation, free-standing lighting and utility (e.g., flood) lights attached to a Dwelling, must be approved by the ARC.

5.13 Exterior Materials and Finishes.

(a) All exterior material must be approved. All exterior building material finishes for any Dwelling shall include brick, stone, stucco, solid wood siding, and such other materials as may be approved by the ARC. All wood surfaces utilized on the exterior of any Dwelling shall be painted or stained. The ARC must approve the following: No plywood, all brick, stonework, and mortar, as to type, size, color, and application, must be approved by the ARC. No black grout (mortar) shall be utilized for any exterior brick or stone. All exterior colors, including, without limitation, the color of all roof shingles, brick, stone, stucco, wood, trim, cornices, eaves, railings, doors, and shutters, shall be subject to ARC approval.

(b) Wooden steps, stoops, and porches shall be subject to ARC approval on the front or sides of any Dwellings.

(c) Any concrete, concrete block, or cinder block utilized in the construction of a Dwelling or for retaining walls and foundations shall be finished in the same materials used for the remainder of the Dwelling (e.g., brick, stone, stucco, etc.).

(d) Metal flashing, valleys, vents, and gutters installed on a Dwelling shall be painted to blend with the color of the exterior materials to which it is adhered or installed.

5.14 Chimneys. The exterior of all chimneys shall be constructed of either. Brick, stone, and stucco to comply with all safety regulations. No cantilevered chimneys. If a fireplace



utilizes a metal spark arrestor or other metal venting apparatus at the top of the chimney, then a painted metal cowling or surround shall be installed atop the chimney

5.15 Garages.

(a) Each Dwelling shall provide for parking for at least two (2) automobiles in garages or carport

(b) No garage doors shall open onto or in front of a street. Garage doors shall be constructed of such materials approved by the ARC. No garage shall be converted to any use other than for the parking of vehicles therein without the approval of the ARC.

(c) All automobiles owned or used by the Owner or Occupant of any Dwelling and their respective family members shall be parked in garages to the extent garage space is available.

5.16 Fences. All Dwelling shall be restricted to the following: with the approval of the ARC. Only Electric fences shall be permitted for underground fencing. The type of materials utilized for and the location of all fences surrounding the perimeter of lots must be only the Black color aluminum or Black iron and must be approved by the ARC

The ARC must approve fence material. No fencing shall be permitted nearer the road's centerline than 30 feet.

5.17 Windows

(a) Reflective glass shall not be permitted on the exterior of any Dwelling. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades, or other purposes.

(b) Only wood or vinyl-clad windows shall be utilized on the front, sides, and rear of any Dwelling. Burglar bars shall not be permitted. Screen doors shall not be used on the front or rear of any Dwelling. No aluminum or metal doors with glass fronts (e.g., storm doors) shall be allowed on the front or back of any Dwelling.

(c) Appropriate window treatments shall be used on all windows. Sheets, bed linens, blankets, and paper or plastic bags are inappropriate window treatments.

5.18 Mailboxes. Only one (1) mailbox shall be allowed on any Lot or Dwelling. All mailboxes shall be of the type, design, color, and location as established in the Architectural Standards or as approved by the ARC. Mailboxes shall contain only the house number of the Lot or Dwelling as approved by the ARC, but no further inscription, paintings, ornaments, or artistry shall be allowed. In place of mailboxes, the Association may provide within any of the Common Areas a kiosk or community mail center.

5.19 Utility Meters and HVAC Equipment. All electrical, gas, telephone, and cable television meters shall be located at the side of all Dwellings. All exterior heating, ventilating, and air conditioning compressor units and equipment shall be located, to the extent practicable, at the side of a Dwelling, and, if the same is visible from the street or rear lake view, such compressor units, and equipment shall be screened from public view by either walls or landscaping to be approved by the ARC. No window-mounted heating conditioning units or window fans shall be permitted.

5.20 Satellite Dishes and Antenna satellite dishes no larger than two (2) feet in diameter shall be allowed on any lot or dwelling

. No radio antenna, radio receiver, or other similar device or aerial shall be attached to or installed on any Lot, Dwelling, or any other portion of the Development unless the same is contained entirely within the interior of a building or other structure, is not visible from any street or adjacent Lot or Dwelling and is approved by the ARC. No radio or television signals or any other form of electromagnetic radiation or trans-mission shall be permitted to originate from any Lot, Dwelling Area which may interfere with the reception of radio or television signals within the Development; provided, however, that Developer shall not be prohibited from installing and operating any equipment necessary for master antenna, cable television, security, mobile radio or similar systems within the Development.

5.21 Driveways and Sidewalks. All driveways and sidewalks for each Lot or Dwelling shall be constructed of concrete or asphalt. Other materials (e.g., brick, gravel, and loose stone) may be used if the ARC approves. No chert is permitted.

5.22 Outdoor Furniture, Recreational Facilities, and Clotheslines.

(a) No furniture except that sold for outdoor use shall be placed, kept, installed, maintained, or located in or on the front or side yards or areas of a Lot, Dwelling Area. Any furniture set kept, installed, maintained, or situated at the rear of or behind a Dwelling shall, to the greatest extent practicable, be located so that the same shall not be visible from any street.

(b) Wood piles shall be located only to the side of a Dwelling and screened by appropriate landscaping from the view of streets and, to the extent practicable, from adjacent Lots and Dwellings.

(c) Children's toys, swing sets, jungle gyms, trampolines, recreational equipment, and appurtenances shall be allowed only at the rear. Behind a dwelling shall, to the extent practicable, be located so that the same is not visible from any street.

(d) Free-standing playhouses and tree houses shall be permitted only after ARC approval.

(e) Basketball backboards shall be located so as not to be visible from any street and shall otherwise be located on such a Lot or Dwelling in a location approved by the ARC.

(f) Outside clotheslines or other outside facilities for drying or airing clothes shall not be prohibited on any Lot or Dwelling unless such clotheslines or other facilities are screened by appropriate landscaping from view from any street or Lake view and any adjacent Lot or Dwelling. No clothing, rugs, or other items shall be hung, placed, or allowed to remain on any railing, fence, or wall.

(g) Barbecue grills or other types of outdoor cooking equipment and apparatus shall be located only at the rear of a Dwelling and, to the extent practicable, shall not be visible from the street.

(h) Wood carvings, plaques, and other types of home crafts shall not be visible from any street or adjacent Lot or dwelling.

5.23 Pets and Animals. No roosters may be kept on ANY Lots at any time. No more than one (1) dog or cat) may be kept and maintained on a Lot so long as they are not kept for breeding or commercial purposes. No pet shall be allowed to make an unreasonable noise or become a nuisance. Dogs and cats shall not roam unattended within the Development; no outdoor cats are permitted. All dogs shall be kept and maintained within fenced or walled areas on a Lot or Dwelling, as approved by the ARC, or otherwise under leash. Pets shall not be permitted to leave excrement on the Lot or Dwelling of any other Owner or within any street or portion of the Common Areas. The Owner shall immediately remove the same.

5.24 Trash, Rubbish, and Nuisances.

- (a) No trash, garbage, rubbish, or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be allowed to exist or operate upon or arising from any lot, Dwelling,
- which would render any portion unsanitary, unsightly, offensive, or detrimental to persons using, occupying, or owning any other Lots or Dwellings within the Development. Noxious or offensive activities shall not be carried on in or from any Lot, Dwelling, or in any part of the Common Areas. Each Owner and Occupant shall refrain from any act or use of a Lot, Dwelling which could cause disorderly, unsightly or un-kept conditions, result in the cancellation or increase in insurance coverage or premiums for any portion of the Development or be in violation of any law, statute, ordinance, rule, regulation or requirement of any Governmental Authority. Without limiting the generality of the preceding, no exterior speakers, horns, whistles, bells, or other sound devices other than security devices used exclusively for such purposes, shall be located or used. Or placed upon any Lot, Dwelling, Family Area, or other portion of the Development; provided, however, that the previous shall not apply to the Developer or the use of any of the previous



devices within any recreational areas of the Common Areas. Any Owner, Occupant, or any of the respective family members, guests, invitees, servants, agents, employees, or contractors of such Owner, Occupant, or who dumps, places, or allows trash or debris to accumulate on his Lot, Dwelling, or any other portion of the Development shall be liable to the Association for all costs incurred by the Association to remove the same.

(c) Trash, garbage, and any other refuse or waste shall not be kept on any Lot, Dwelling except in sanitary containers or garbage compactor units. Trash cans and containers shall be kept at the side of a Dwelling or inside a Dwelling and screened from Lake view and streets and adjacent Lots and Dwellings. Lake lot owners must screen garbage from Lake with appropriate landscaping or fencing approved by the ARC;

(d) Except as otherwise provided in provided. However, in Section 5.24 (a) below, no outdoor burning of trash, garbage, leaves, wood, shrubbery, or other materials shall be permitted on any Lot, Dwelling, or other portion of the Development. And burned only according to City and Municipalities regulations

5.25 Recreational Vehicles and Machinery and Equipment.

(a) Only electric motorized golf carts, ATVs, and Boats are allowed. Mobile homes, motor homes, trailers of any kind, campers, vans, motorcycles, bicycles, motorized carts, all-terrain vehicles, lawnmowers, tractors, tools, construction machinery and equipment of any nature, golf carts, boats, and any other type of watercraft, including boat trailers, and any different similar kinds of vehicles, machinery or equipment, shall not be permitted stored or allowed to remain on any Lot, Dwelling Area unless the same is placed, stored and maintained within a wholly-enclosed structure, with roofing and doors, or may be left uncovered if such is not visible from adjacent lot owners of such Lot or Dwelling. Any such enclosed structure must be approved. Each Lot Dwelling Area shall provide adequate off-street parking (i.e., parking areas located solely within the property lines of such Lot, Dwelling). Vehicles shall be parked only in driveways constructed per the provisions of Section 5.21 above or in garages built per Section 5.15 above. Vehicles shall not be parked on any landscaped or natural areas of a Lot or Dwelling.

(b) Any inoperable vehicle shall be immediately removed from the Development. No Owner or Occupant shall repair or restore any vehicle, machinery, or equipment of any kind upon or within any Lot, Dwelling or Area or any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs and then only to the extent necessary to enable the immediate movement thereof to a proper repair facility located outside of the Development. **Ground Tanks and Wells.** No exposed above-ground tanks for the storage of fuel, water, or other substances shall be located on any Lot, Dwelling, or within any of the Common Areas.

5.26 Construction of Improvements.



(a) During the construction of any Improvements or Dwellings, (i) all Lots and dwellings shall be maintained in a clean condition, free of debris and waste material, and (ii) all unused construction materials shall be stored, to the extent practicable, out of view from any street and (iii) all construction trash, debris and rubbish on each Lot shall be appropriately disposed of outside the Development at least weekly. Use construction materials may be burned on-site so long as such burning is conducted at the rear of such Lot or Dwelling and does not create a nuisance to other Owners or violate the laws, ordinances, codes, statutes, rules, or regulations of any applicable Governmental Authority; in no event, however, shall any used construction materials be buried on or beneath any Lot, Dwelling, or any other portion of the Development. No Owner shall allow dirt, mud, gravel, or other substances to collect or remain on any street. Each Owner and each Owner's contractor, subcontractors, laborers, and suppliers shall cause all such dirt, mud, gravel, and other substances to be removed from the treads and wheels of all vehicles used in or related to the construction of Improvements of a Lot or Dwelling before such vehicles traveling any streets within the Development.

(b) During the construction of any Improvements or Dwellings, construction equipment and the vehicles of all contractors, subcontractors, laborers, material men, and suppliers shall (i) utilize off-street parking only, (ii) enter the Lot or Dwelling in which such Improvements are being constructed only from the driveway of such Lot or Dwelling and (iii) not damage trees or other vegetation of such Lot.

(c) Up to two (2) signs, in size and color to be approved by the ARC, may be posted on a Lot at a height not to exceed five (3) feet from the ground level advertising the Lot or the Dwelling thereon for sale or, during the construction of such Dwelling, containing information identifying the builder of such Dwelling. No other signage, banners, flags, or advertising posters shall be allowed without ARC approval. The location of such signage shall be established by the ARC, but in no event shall any signage authorized by this Article V or which may be approved by the ARC be attached, nailed, or otherwise adhered to any tree or other plant life on a Lot.

(d) No construction trucks, equipment, or machinery, including any trailers used to transport construction equipment or machinery, shall be parked overnight on any streets or roads within the Development. Upon completion of construction of any Improvements or any Dwelling, all construction machinery, tools and equipment, all unused construction materials, and all trash, debris, and rubbish shall be immediately removed from the Lot or Dwelling, and such Lot or Dwelling shall be kept and maintained in a clean and uncluttered condition.

(e) All Dwellings and any other Improvements shall be constructed in compliance with the Architectural Standards and all applicable federal, state, county, and local laws, ordinances, rules, regulations, and zoning and building code requirements. Each Owner shall be solely responsible for obtaining all necessary permits and licenses from Governmental Authorities and all the required permits and licenses and otherwise paying all the necessary fees for the construction of any Improvements on such Owner's Lot. Each Owner shall also be responsible for strict compliance with the Architectural

Standards and all applicable waters-shed protection, soil erosion, and other governmental requirements, both during and after completion of construction of any Improvements on such Owner's Lot.

(f) Above Ground Tanks and Wells. No exposed above-ground tanks for the storage of fuel, water, or other substances shall be located on any Lot, Dwelling, or within any of the Common Areas. No private water wells may be drilled or maintained on any Lot, Dwelling except for wells maintained solely for irrigation. The ARC must approve all such irrigation wells must be approved in writing by the ARC before installation.

5.27 Temporary Structures. No. Temporary house, trailer, shack, tent, barn, shed, stable, poultry house or yard, rabbit hut, tree house, or other outbuilding or structure of any kind shall be permitted, constructed, or installed on any Lot, Dwelling within fifty (50) feet of adjacent lots and screened from view of the street and adjacent lots, Dwelling provided, however, that the previous shall not be prohibited (a) temporary structures for social functions as may be permitted by the rules and regulations of the Association, (b) any detached garages or other structures which are approved in writing by the ARC, (c) dog houses for not more than one(1) dog so long as such dog houses are visibly screened from view from all streets and adjacent Lots, Dwellings and (d) construction trailers or sales offices erected or placed on any part of the Property by Developer according to Section 5.26 above.

5.28 Swimming Pool and Tennis Courts. Swimming pools, outdoor hot tubs, reflecting ponds, saunas, whirlpools, lap pools, and tennis courts may be constructed, installed, and maintained on any Lot, Dwelling subject to the prior written approval of the plans for the same by the ARC and the restrictions contained herein and in the Reciprocal Easement Agreement. Above-ground pools shall not be permitted. The ARC shall have the right to adopt further rules and regulations governing the construction of swimming pools, other outdoor water features or amenities, and tennis courts within the Development.

ARTICLE VI

6.01 Traffic Regulations. All vehicular traffic on the private streets and roads in the Development shall be subject to the applicable provisions of the laws of the State of Alabama and any other city or county having jurisdiction concerning the operation of motor vehicles on public streets. The Association is authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including adopting appropriate safety measures and speed limits for any private roads within any portion of the Development. The Association shall be entitled to enforce such rules and regulations by establishing procedures as it deems appropriate, including levying fines for violating them. In the event of any conflict between the provisions of the laws of the State of Alabama and the traffic rules and regulations promulgated by the

Association, the rules and regulations of the Association shall govern. Only drivers licensed to operate motor vehicles by the State of Alabama or any other state in the United States may drive any type of motor vehicle, including golf carts, within the Development. To use a golf cart in the development, the owners or users shall comply with any regulations and requirements for the operation thereof as may be required by the Association. All vehicles of any kind and nature operated on the streets in the development shall be operated in a careful, prudent, safe, and quiet manner, with due consideration for the rights of all residents of the Development. All-terrain vehicles cannot be operated unless run on an electric motor on public or private roads within the Development.

6.02 Variances. In its sole and absolute discretion, it shall have the exclusive right to grant variances with respect to the provisions of Article V above and this Article VI concerning any Lot, Dwelling. Any variance request submitted to the ARC shall be in writing. Upon approval by the ARC, it shall be evidenced by a written variance executed by either the chairperson or vice-chairperson of the ARC. Shall be binding upon the ARC in any matters regarding granting of variances.

6.03 Enforcement and Remedies. Should any of the provisions of this Article VI be breached or are not otherwise being complied with in all aspects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees, or contractors of any Owner or Occupant! The Developer or the ARC shall each have the right, at their option, to (a) enjoin such violation or noncompliance and (b) through their designated agents, employees, representatives, and independent contractors, enter upon such Lot, Dwelling, and take all action necessary to extinguish or correct such violation or breach. All costs and expenses incurred by the Developer in enforcing any of the provisions of this Article VI, including, without limitation, attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners, and any other persons involved in the correction of any noncompliance or the removal of such violation or any judicial proceeding, together with any additional costs or expenses incurred by the ARC or the Association in connection with, shall be paid by such Owner who has violated or breached any of the provisions of this Article VI, shall constitute an individual Assessment to such Owner according to Article VII, Section 7.03 below and, if the same is not paid when due, shall be subject to the lien provided for in 7.04 below

(a) The lot owners of Liano Lake Estates shall share equally in maintaining and repairing private roads within the Development. The above shall also be binding to their successors and assigns.

(b) Each Owner shall be responsible for maintaining their Lot, Dwelling, as the case may be, in a neat, clean, and sanitary condition, both inside and outside of any Dwellings or Improvements to it. Such responsibilities shall include, without limitation, maintaining appropriate paint and stain finishes on all Dwellings and other Improvements and reroofing or replacing roofing shingles when the same become worn or would be replaced by a prudent Owner. No exterior changes, alterations, or improvements shall be made to any Lot or Dwelling Area without obtaining prior written approval from the ARC.

20231208000354090 21/32 \$115.00
Shelby Cnty Judge of Probate, AL
12/08/2023 10:03:16 AM FILED/CERT

ARTICLE VII ASSESSMENTS

7.01 ASSESSMENTS and Creation of Lien. Each Owner of a Lot or Dwelling, by acceptance of a deed or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to this Declaration, is hereby deemed to covenant and agree to pay to the Association:

(a) annual Assessments, as established and to be collected as provided in Section 7.01

(b) **special Assessments**, to be established and collected as provided in Section 7.02 below, and (c) individual Assessments against any particular Lot or Dwelling which are established or assessed according to the terms of this Declaration, including, but not limited to, any fines as may be levied or imposed against such Lot or Dwelling following the provisions of **Article 5 and Article 6** hereof. All Assessments, together with late charges and interest as provided in (a) below, and all court costs and attorney's fees incurred by the Association to enforce or collect such Assessments, shall be an equitable charge and a continuing lien upon each Lot or Dwelling for which the Owner thereof is responsible for the payment of the same, which lien may be enforced in the manner provided in Article 7, below (c). Each Owner shall be personally liable for the payment of all Assessments due while he is the Owner of a Lot, Dwelling. His grantee shall take title to such Lot or Dwelling subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee to the Developer which was the legal obligations of the grantor. All Assessments, together with late charges and interest at the Applicable Rate, as specified in Article 7 (a) below, court costs, and attorneys' fees incurred to it by the Developer, shall also be a personal obligation of the person who was the Owner of the Lot or Dwelling at the time such Assessments and other costs and charges were assessed or incurred. In the event of co-ownership of any Lot or Dwelling, all co-owners shall be jointly and severally liable for the entire amount of such Assessments. Assessments shall be paid in such manner and on such dates as may be fixed by The Developer. All Assessments shall be payable in all events without offset, diminution, or abatement because of fire or other casualty or any taking as a result of, in place of, or anticipation of the exercise of the right of eminent domain, condemnation, or by private purchase in lieu thereof concerning any Lot, Dwelling or Common Area or any other portion of the Development or any other cause or reason of any nature.

7.01 PRIVATE ROAD ASSESSMENTS Assessments and Creation of Lien. Each Owner of a Lot or Dwelling, by acceptance of a deed or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to this Declaration, is hereby deemed to covenant and agree to pay to the Association:

(a) **The Developer may, from time to time, require Assessments as needed to maintain or repair the private road within the development. The amount of total repairs is to be divided equally among lot owners and divided as per the number**



20231208000354090 22/32 \$115.00
Shelby Cnty Judge of Probate, AL
12/08/2023 10:03:16 AM FILED/CERT

of lots owned by each individual within the development, (b) Before any lot is cleared or construction commences, The Developer will require each lot owner to submit to Developer a retainer for \$5,000 to be held in a particular account by Jeremy Parker Law Firm, for any damages occurring to the private road. This amount may vary as the future cost may increase. Established and to be collected as provided in Article 7, (b) special Assessments, to be set and collected as provided in Article 7, and (c) individual Assessments against any particular Lot or Dwelling which are established or assessed according to the terms of this Declaration, including, but not limited to, any fines as may be levied or imposed against such Lot or Dwelling under the provisions of Article 7.01 (a), 7.02 (b), 7.03 and 7.04 hereof. All Assessments, together with late charges and interest as provided in 7.04(a) below, and all court costs and attorney's fees incurred by the Association to enforce or collect such Assessments, shall be an equitable charge and a continuing lien upon each Lot or Dwelling for which the Owner thereof is responsible for the payment of the same, which lien may be enforced in the manner provided in Section 7.04(c) below. Each Owner shall be personally liable for the payment of all Assessments due while he is the Owner of a Lot, Dwelling. His grantee shall take title to such Lot or Dwelling subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee to the Association which were the legal obligations of the grantor. All Assessments, together with late charges and interest at the Applicable Rate, as specified in Section 7.04(a) below, court costs, and attorneys' fees incurred concerning it by the Association, shall also be a personal obligation of the person who was the Owner of the Lot or Dwelling at the time such Assessments and other costs and charges were assessed or incurred. In the event of co-ownership of any Lot or Dwelling, all co-owners shall be jointly and severally liable for the entire amount of such Assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Association. All Assessments shall be payable in all events without offset, diminution, or abatement because of fire or other casualty or any taking as a result of, in place of, or anticipation of the exercise of the right of eminent domain, condemnation, or by private purchase in lieu thereof concerning any Lot, Dwelling or Common Area or any other portion of the Development or any other cause or reason of any nature.

LAKE ASSESSMENT

7.02 Lake Lots Each Owner of a **Lake Lot or Lots**, by acceptance of a deed or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to this Declaration, is hereby deemed to covenant and agree to pay to the Association: **(a) \$500 annual Assessments for Developed LAKE LOT, and \$250 for un-developed lake lot, owned within the development**, as established and to be collected as provided in Section 7.03 below, **(b) special Assessments**, to be established and collected as provided in Section 7.03 below, and **(c) individual Assessments** against any particular Lot or Dwelling which are established or assessed according to the terms of this Declaration, including, but not limited to, any fines as may be levied or imposed against such Lot or Dwelling in accordance with the provisions of Article 5, (a), Article 6(b), Article 5 and Article 6 hereof. All Assessments, late charges, and interest as



20231208000354090 23/32 \$115.00
Shelby Cnty Judge of Probate, AL
12/08/2023 10:03:16 AM FILED/CERT

provided in Article 7.04(a) 9.01, 9.02 below. All court costs and attorney's fees incurred by the Association to enforce or collect such Assessments shall be an equitable charge and a continuing lien upon each Lot or Dwelling for which the Owner thereof is responsible for the payment of the same, which lien may be enforced in the manner provided in Section 7.03, 7.04 (c) below. Each Owner shall be personally liable for the payment of all Assessments due while he is the Owner of a Lot, Dwelling. His grantee shall take title to such Lot or Dwelling subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee to the Association which were the legal obligations of the grantor. All Assessments, together with late charges and interest at the Applicable Rate, as specified in Section 7.03, 7.04 (a) below, court costs, and attorneys' fees incurred with respect thereto by the Association, shall also be a personal obligation of the person who was the Owner of the Lot or Dwelling at the time such Assessments and other costs and charges were assessed or incurred. In the event of co-ownership of any Lot or Dwelling, all co-owners shall be jointly and severally liable for the entire amount of such Assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of the Association. All Assessments shall be payable in all events without offset, diminution, or abatement because of fire or other casualty or any taking as a result of, in place of, or anticipation of the exercise of the right of eminent domain, condemnation, or by private purchase in lieu thereof concerning any Lot, Dwelling or Common Area or any other portion of the Development or any other cause or reason of any nature. Developer has the right to increase the annual fee if deemed necessary from time to time. **If Lake Fees are not paid, the Developer has the right to revoke the Lot owner's use of the Lake.**

7.03 Purpose of Assessments. The annual and special assessments provided for herein shall be used for the general purposes of maintaining and promoting the safety, welfare, shared benefit, and enjoyment of the Owners and Occupants of the Development and otherwise for the general upkeep and maintenance of the Development and any Improvements thereto, all as may be more authorized explicitly from time to time.

(a) Each Owner of Lots or Dwellings shall be deemed to covenant and agree to pay all Assessments provided for herein on or before **January 01** of each calendar year. If any Assessments or any portion thereof are not paid when due, the same shall be subject to a late charge in an amount determined and uniformly applied from time to time. The owner of such a Lot or Dwelling shall be deemed default herewith. In the event, any Assessments or any portion thereof are not paid within thirty (30) days after the due date. The unpaid part of the Assessment shall accrue simple interest at the lesser of eighteen percent (18 %) per annum or the highest (a rate which may be charged to said Owner by law (the "Applicable Rate") from and after the thirtieth (30th) day from the due date until the same, is paid in full. If it shall become necessary to employ an attorney or otherwise' takes any legal action in attempting to collect any amounts due from any Owner, such



20231208000354090 24/32 \$115.00
Shelby Cnty Judge of Probate, AL
12/08/2023 10:03:16 AM FILED/CERT

Owner agrees to pay all attorneys' fees, court costs, and all other expenses paid or inc. The lien and equitable charge upon each Lot or Dwelling for Assessments as provided above shall also include all late charges, interest at the Applicable Rate, all attorneys' fees, court costs, and all other expenses paid or incurred to attempt to collect any unpaid Assessments. If annual Lake fees are not paid, the developer has the right to refuse the Lot, and Dwelling Owner has the right to use the lake.

(b) In the event any Assessments or other amounts due to the Developer is not paid by any Owner when the same comes due, then, in addition to all other rights and remedies provided at law or in equity, the under-take any or all of the following remedies The Association may enforce the lien created according to Section 8.01 above in the manner hereinafter provided.

7.04 Subordination of Lien. Notwithstanding anything provided herein to the contrary, the lien for Assessments and other charges authorized herein concerning any Lot or Dwelling in the Development is and shall be subordinate to the lien of any mortgage held by an Institutional Mortgagee, but only to the extent that the Mortgage held by any such Institutional Mortgagee is recorded in the Probate Office of Shelby County, Alabama before the filing of a claim of lien by the Association according to **Article 7, Article 9 (c)** above. When an Institutional Mortgagee exercises its foreclosure rights provided in its Mortgage and acquires title to or sells a third party its interest in any Lot or Dwelling. Such Institutional Mortgagee or its purchaser or transferee at such foreclosure sale shall (a) not be liable for any Assessments or other charges incurred before the date of transfer or acquisition of title by foreclosure so long as the Mortgage held by such Institutional Mortgagee was recorded in the Probate Office of Shelby County, Alabama before the filing of a claim of lien by the Association according to **Article 7, Article 9 (c)** above, but (b) be liable for all Assessments, and other charges levied, assessed or incurred concerning such Lot or Dwelling from and after the date of such foreclosure sale. The preceding shall not relieve any Owner whose Lot or Dwelling has been foreclosed from the personal obligation to pay all Assessments and any other charges levied; assessed shall have the right to pursue all rights and remedies against defaulting Owner notwithstanding the foreclosure of a Mortgage by an Institutional Mortgagee on such Owner's Lot or Dwelling.

ARTICLE VIII

8.01 TERM AND AMENDMENTS

Term. The terms, covenants, conditions, and restrictions set forth in this Declaration shall run with and bind all of the Property, shall inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, personal representatives, administrators, successors and assigns, and shall be and remain in effect for a period of



20231208000354090 25/32 \$115.00
Shelby Cnty Judge of Probate, AL
12/08/2023 10:03:16 AM FILED/CERT

fifty (50) years from and after the date hereof, after which time this Declaration shall be automatically renewed and extended for successive and continuous periods of ten (10) years each, unless, at any time after fifty (50) years from the date hereof, an agreement executed by the Owners of at least two-thirds (2/3) or more of the Lots or Dwellings within the Development agreeing to terminate or modify this Declaration has been recorded in the Probate Office of Shelby County, Alabama; provided, however, that the rights of way and easements established, granted and reserved in Article III hereof shall continue and remain in full force and effect for the time periods and duration specified therein.

8.02 Amendment by Developer. For so long as Developer owns any Lot or Dwelling within the Development, Developer may amend this Declaration by a written instrument filed and recorded in the Probate Office of Shelby County, Alabama, without obtaining the approval of any Owner or Mortgagee; provided, however, that except as otherwise provided in Section 8.02 below, (a) in the event any amendment proposed by Developer materially and adversely alters or changes any Owner's rights to the use and enjoyment of his Lot, Dwelling, or materially and adversely affects the title to any Lot, Dwelling or, then such amendment shall be, valid only upon the written consent all of the Owners (including Developer who shall have the voting rights attributable to any Lots or Dwellings owned by Developer) or (b) in the event any such proposed amendment by Developer would materially and adversely affect the title and interest of any Institutional Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Institutional Mortgagees affected thereby. Any amendment made according to this Section 8.02 shall be certified by the Developer and effective upon the same in the Probate Office of Shelby County, Alabama. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, and each Mortgagee, by acceptance of a Mortgage on any Lot or Dwelling, agrees to be bound by all amendments permitted by this Section 8.02 and further agrees that, if requested to do so by Developer, such Owner and Mortgagee will consent to the amendment of this Declaration or any other instrument relating to the Development if such amendment is (i) necessary to bring any provision hereof into compliance or conformity with the provisions of any law, ordinance, statute, rule or regulation of any applicable Governmental Authority or the judicial decision of any state or federal court, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage concerning any Lots, Dwellings, (iii) required by any Institutional Mortgagee to enable such Institutional Mortgagee to make a Mortgage loan on any Lot, Dwelling (iv) necessary to enable any governmental



20231208000354090 26/32 \$115.00
Shelby Cnty Judge of Probate, AL
12/08/2023 10:03:16 AM FILED/CERT

agency or reputable private insurance company to ensure Mortgages on any Lots,
Dwellings within the Development.

ARTICLE IX

ENFORCEMENT

9.01 Authority and Enforcement. In addition to the provisions of Article 5, Article 6, (a), (b), and 8.02, in the event an Owner or Occupant or their respective agents, contractors, or invitees violates any of the provisions of this Declaration, the Architectural Standards, or any rules and regulations adopted from time to time, the Developer shall have the power to (i) impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot and Dwelling and shall be a personal obligation of such Owner which is guilty of such violation,

9.02 Procedure. In the event of the terms or provisions of this Declaration, the Architectural Standards, the Articles of Incorporation, any rules and regulations of the are violated by any Owner or Occupant, or the respective agents, contractors, or invitees of any Owner or Occupant, the Developer shall not impose a fine, suspend voting rights or infringe upon or suspend any other requests according to Section 9.01 above unless written demand to cease from an alleged violation shall be served upon the Owner responsible for such violations which demands shall specify:

(i) the alleged violation;

(ii) The action required to abate such violation; and

(iii) not less than ten (10) days during which the violation may be abated without further sanction, if such breach is a continuing one or if the violation is not a continuing one, a statement that any other violation of the same provision of this Declaration, the Architectural Standards, or any of the rules and regulations of the Association may result in the imposition of sanctions. The preceding procedure shall only apply to the enforcement rights specified in Section 9.01 above. It shall not apply to exercise any rights and remedies specified in any other section or provision of this Declaration.

9.03 Nonexclusive Remedies. Notwithstanding anything provided to the contrary in this Declaration, the authority, enforcement, and procedural rights set forth in this **Article VIII** are in addition to and shall not be deemed to limit the other rights and remedies set forth in this Declaration or which the Developer, would have the right to exercise at law or in equity,



20231208000354090 27/32 \$115.00
Shelby Cnty Judge of Probate, AL
12/08/2023 10:03:16 AM FILED/CERT

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

MAP BOOK 58

PAGE NUMBER 91

SHELBY COUNTY ALABAMA



20231208000354090 28/32 \$115.00
Shelby Cnty Judge of Probate, AL
12/08/2023 10:03:16 AM FILED/CERT

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in ANY WATER ACTIVITY TO INCLUDE BOATING, SWIMMING AND FISHING ON THE UPPER PRIVATE LAKE IN THE DEER RIDGE LAKE SUBDIVISION (hereafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor" "I" or "me", which terms shall also include Releasor's guests, parents, or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge (owner) Charles Gagliano, located at 1221 Boundry Street, Birmingham, Alabama 35242, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend, and hold harmless the Releasees against any and all claims, suites or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Charles Gagliano official or agent, regarding my approval to participate in the Activity.



20231208000354090 29/32 \$115.00
Shelby Cnty Judge of Probate, AL
12/08/2023 10:03:16 AM FILED/CERT

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT THIS IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Charles Gagliano AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND SASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Charles Gagliano FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Charles Gagliano, its agents, and employees.

I agree that this Release shall be governed for all purposes by Alabama law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements. In the event that any damage to equipment, facilities or property occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions or neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equally bargaining strength. Both Participant, _____ and Charles Gagliano agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purpose for which it is entered.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.



20231208000354090 30/32 \$115.00
Shelby Cnty Judge of Probate, AL
12/08/2023 10:03:16 AM FILED/CERT

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

MAP BOOK 58

PAGE NUMBER 91^c

SHELBY COUNTY ALABAMA



20231208000354090 31/32 \$115.00
Shelby Cnty Judge of Probate, AL
12/08/2023 10:03:16 AM FILED/CERT

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's name: Charles Gagliano

Participant's Address: 628 - Foothills Trace

Signature: Charles Gagliano

Owner's name: Charles Gagliano

Signature: Charles Gagliano

Date: 12-8-23



20231208000354090 32/32 \$115.00
Shelby Cnty Judge of Probate, AL
12/08/2023 10:03:16 AM FILED/CERT

State of Alabama

County of Shelby

On the 10 day of NOV, 2023 Charles & Mary Jo Gagliano

personally appeared before:

who is personally known to me

whose identity I have known

whose identity I have known

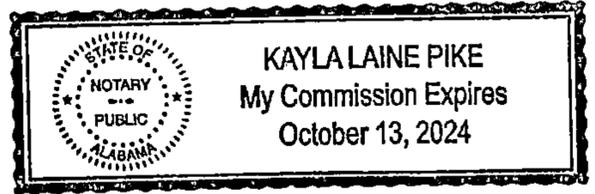
as a credible witness,

to be the signer of the foregoing document.

Notary Public for the State of Alabama

Kayla Laine Pike

OCT 13 2024



SIGNATURE PAGE

I HAVE READ AND UNDERSTAND THE ABOVE LIANO LAKE ESTATES
CONDITIONS AND RESTRICTIONS.

DATE _____ 2022

In Witness of whom, the undersigned owners have duly executed this Declaration as of
the date first above written.

OWNER Charles J Gagliano OWNER Mary Jo Gagliano

DATE 10-10-2023

DATE Nov 10-2023