

**AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS**

STATE OF ALABAMA  
COUNTY OF MADISON

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
FOR  
LIBERTY SQUARE SUBDIVISION  
AND  
BYLAWS OF LIBERTY SQUARE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the undersigned LIBERTY DEVELOPMENT CO., INC., an Alabama Corporation, as DECLARANT, did heretofore file for record that certain Declaration of Protective Covenants for Liberty Square Subdivision and the undersigned LIBERTY SQUARE HOMEOWNERS ASSOCIATION, INC., an Alabama Corporation did heretofore file certain Bylaws, as recorded in Deed Volume 843, page 62 and Deed Volume 843, Page 103, respectively;

AND, WHEREAS, pursuant to Article XII, Section 4. of said Declaration and pursuant to Article VI, Section 4 of the said Bylaws, the Declarant has the right to unilaterally amend the Declaration and Bylaws;

AND, WHEREAS, Declarant has deemed it necessary to amend the same and has the right to do so per the above cited provisions, the undersigned do hereby amend the said Protective Covenants and Bylaws as follows:

1. BYLAWS: Article III, A. (Section 2) . shall be amended as follows: Wherein the said Section grants Declarant the right to appoint or remove any member or members of the Board of Directors or any Officer or Officers of the Association until . . . (a) the expiration of five (5) years after the date of the recording of the Declaration shall read, ten (10) years instead of five (5) years.

2. DECLARATION OF PROTECTIVE COVENANTS: Article IX, Section 1. (a) provides that Declarant shall have the unilateral right, privilege and option from time to time at any time until five (5) years after the recording of this Declaration to subject additional property to the provisions of the Declaration and to the jurisdiction of the Association by filing a Supplemental Declaration; the same shall be amended to provide that this right and option shall extend ten (10) years after recording of the Declaration rather than five (5) years.

DONE this the 15th day of May, 1996.

**AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS**

LIBERTY DEVELOPMENT CO., INC.,  
Declarant,  
By: \_\_\_\_\_  
Its President

ATTEST:  
By: \_\_\_\_\_  
Its Secretary/Treasurer

LIBERTY SQUARE HOMEOWNERS  
ASSOCIATION., INC.,  
Declarant,  
By: \_\_\_\_\_  
Its President

ATTEST:  
By: \_\_\_\_\_  
Its Secretary/Treasurer

STATE OF ALABAMA  
COUNTY OF MADISON

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Gary ID. Joyce and Joseph C. Murphy, whose names are signed to the forgoing instrument as President and Secretary/Treasurer, respectively, of Liberty Development Co., Inc. and Liberty Square Homeowners Association, Inc., and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily and with full authority, for and as the act of said corporation, on the day same bears date.

GIVEN under my hand and seal on this the 15th day of May, 1996.

\_\_\_\_\_  
Notary Republic  
My Commission Expires: 12-13-97

This instrument prepared by:  
Charles G. Robinson  
229 East Side Square  
Huntsville, Alabama 35801

**AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS**

STATE OF ALABAMA  
COUNTY OF MADISON

SUPPLEMENTARY DECLARATION SUBJECTING CERTAIN  
PROPERTIES TO PROTECTIVE COVENANTS OF  
LIBERTY SQUARE FIRST ADDITION, A RESUBDIVISION  
OF LIBERTY SQUARE, TRACT 1

THIS DECLARATION, made this the 8th day of May, 1997, by the undersigned Liberty Development Co., Inc., ‘an Alabama corporation which is hereinafter defined as Declarant,

WHEREAS, the undersigned Declarant is the owner of certain real property described as follows, hereafter called “the Property”:

All the lots and blocks in the property contained within the subdivision known as LIBERTY SQUARE, SECOND ADDITION, A RESUBDIVISION OF A PORTION OF TRACT TWO OF LIBERTY SQUARE, PLAT BOOK 31, PAGE 18, as depicted on a plat thereof recorded in Plat Book 34, Page 71, in the Office of the Judge of Probate of Madison County, Alabama.

AND, WHEREAS, the undersigned Declarant desires to subject the Property to the provisions of the Declaration of Protective Covenants for Liberty Square First Addition, a Resubdivision of Liberty Square, Tract 1, as recorded in the Probate Office of Madison County, Alabama, in Deed Book 843, at page 58, and recorded on October 14, 1994, hereinafter described as ‘the Declaration”;

AND, WHEREAS, pursuant to Article II, Section 2 of the Declaration, the Declarant, Liberty Development Co., an Alabama corporation, has the right unilaterally to subject additional property to the provisions of the Declaration, and

NOW, THEREFORE, the undersigned Liberty Development Co., Inc., an Alabama corporation, does hereby declare that the Property, including the improvements thereon and hereafter constructed, is hereby subject to the provisions of the Declaration, and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens set forth in the Declaration and shall be entitled to all easements and other rights benefiting property subject to such Declaration, all of which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property and all other property now or hereafter subject thereto, and shall be binding on all persons having any right, title or interest in all or any portion of the property now and hereafter subject thereto, their respective heirs, legal representatives, successors, successors-in- title, and assigns, and shall inure to the benefit of the undersigned

**AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS**

Declarant, and each and every Owner and occupant of all or any portion thereof. The undersigned Liberty Development Co., Inc. shall cause this Supplemental Declaration to be recorded in the Probate Office of Madison County, Alabama, and this Supplemental Declaration shall thereupon be effective.

IN WITNESS WHEREOF, the undersigned Liberty Development Co., Inc. has caused this Supplemental Declaration to be executed by its duly authorized officer as of the day and year first above written.

LIBERTY DEVELOPMENT CO., INC., An  
Alabama Corporation

By: \_\_\_\_\_

Its President

ATTEST:

By: \_\_\_\_\_

Its Secretary/Treasurer

APPROVED by Mortgagee, Regions Bank (successor to First Alabama Bank), this the 6th day of May, 1997.

REGIONS BANK

By: \_\_\_\_\_

Its Vice President

APPROVED by Ken McDaniel Homes, Inc., Owner of Lot 4, Block 4, Liberty Square, Second Addition, a Resubdivision of a portion of Tract Two of Liberty Square, Plat Book 31, Page 18, as depicted on a plat thereof recorded in Plat Book 34, Page 71, in the Office of the Judge of Probate of Madison County, Alabama.

KEN McDANIEL HOMES, INC., an  
Alabama Corporation

By: \_\_\_\_\_

Its President

APPROVED by Joe Murphy & Associates, Inc., Owner of Lot 5, Block 4, Liberty Square, Second Addition, a Resubdivision of a portion of Tract Two of Liberty Square, Plat Book 31, Page 18, as depicted on a plat thereof recorded in Plat Book 34, Page 71, in the Office of the Judge of Probate of Madison County, Alabama.

JOE MURPHY & ASSOCIATES, INC., an  
Alabama Corporation

By: \_\_\_\_\_

Its President

STATE OF ALABAMA

COUNTY OF MADISON

**AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS**

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Gary D. Joyce and Joseph C. Murphy, whose names as President and Secretary/Treasurer of Liberty Development Co., Inc. an Alabama corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they in their capacities as said officers, executed the same voluntarily and with full authority, for and as the act of said corporation on the day same bears date.

GIVEN under my hand and seal on this the day of 8th day of May, 1997.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 4-17-2001

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Scott Seeley whose name is signed to the foregoing Declaration of Protective Covenants as Vice President of Regions Bank, and who is known to me acknowledged before me on this date that, being informed of the contents of said instrument, he/she such officer and with full authority for and as the act of said Regions Bank, executed the same voluntarily on the day same bears date.

GIVEN under my hand and seal on this the 6th day of May, 1997.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 10-20-1999

**AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS**

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Ken M. McDaniel whose name as Ken M. McDaniel, President of Ken McDaniel Homes, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he in his capacity as said officer, executed the same voluntarily and with full authority, for and as the act of said corporation on the day same bears date.

GIVEN under my hand and seal on this the 8<sup>th</sup> day of May 1997.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 4-17-2001

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Joseph C. Murphy, whose name as President of Joe Murphy & Associates, Inc. an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he in his capacity as said officer, executed the same voluntarily and with full authority, for and as the act of said corporation on the day same bears date.

GIVEN under my hand and seal on this the 8<sup>th</sup> day of May, 1997.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 12-13-1999

THIS INSTRUMENT PREPARED BY:

Charles G. Robinson

229 East Side Square

Huntsville, Alabama 35501

**AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS**

STATE OF ALABAMA  
COUNTY OF MADISON

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS:

FOR

LIBERTY SQUARE SUBDIVISION

AND

BYLAWS OF LIBERTY SQUARE HOMEOWNERS ASSOCIATION INC.

WHEREAS, the undersigned LIBERTY DEVELOPMENT CO., INC., an Alabama Corporation, as DECLARANT, did heretofore file for record that certain Declaration of Protective Covenants for Liberty Square Subdivision and the undersigned LIBERTY SQUARE HOMEOWNERS ASSOCIATION, INC., an Alabama Corporation did heretofore file certain Bylaws as recorded in Deed Volume 843, page 62 (and amended in Deed Volume 874, Page 679) and Deed Volume 843, Page 103, respectively;

AND, WHEREAS, pursuant to Article XII, Section 4. of said Declaration and pursuant to Article VI, Section 4 of the said Bylaws, the Declarant has the right to unilaterally amend the Declaration and Bylaws;

AND, WHEREAS, Declarant has deemed it necessary to amend the same and has the right to do so per the above cited provisions, the undersigned do hereby amend the said Protective Covenants and Bylaws as follows:

1. BYLAWS: Article III, A. (Section 2) (Board of Directors) as last amended at Volume 874, Page 679, shall be amended to state that the Declarant shall relinquish voting control together with the right to appoint or remove members of the Board of Directors of the Association no later than 120 days after the date by which 75 of the lots subjected to the Liberty Square Protective Covenants have been conveyed to end users (as defined in Article III, A. Section 2) or ten (10) years from recordation of Bylaws (from October 14, 1994) , whichever is later.

2. A. DECLARATION OF PROTECTIVE COVENANTS: (Assessments) Article IV, Section 7, shall be amended to state that, in lieu of payment of lot assessments that the other lot owners are required to pay, Declarant does agree to make up any deficits in the Homeowners Association budget.

B. Article IV, Section 9 (ii) (Budget Deficits) that provides that Declarant may cause the Association to borrow amount to satisfy budget deficit from a commercial lending institution is hereby deleted. There shall be added thereto: "Special assessments cannot be used to fund any deficit/s."

C. Article IV (Assessments) shall be amended to state that assessments cannot be increased without the consent of two-thirds (2/3) of the voting members present at a meeting that is called for such purpose with at least 60% of the lot owners

**AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS**

present. The Board of Directors cannot, without member's assent, raise assessments more than 5% per year.

3. Article IV, Section 8 (Specific Assessments): There shall be added thereto: Notwithstanding the above said, specific assessments must be approved by two-thirds (2/3) of lot owners.

4. DECLARATION OF PROTECTIVE COVENANTS Article XI, Section 2 (ii) shall be amended to add the following: "The aforesaid right of the Association to suspend an owner's right to use the recreational facilities shall be limited to no more than sixty (60) days unless for failure to pay assessments."

5. BYLAWS: Article III shall be amended to state that the number of Directors shall be increased to not less than seven (7) after replenishment of Declarant control as described in Amendment No. 1 of the herein instrument.

DONE this the 27th day of October 1997.

LIBERTY DEVELOPMENT CO., INC.,  
Declarant,  
By: \_\_\_\_\_  
Its President

ATTEST:  
By: \_\_\_\_\_  
Its Secretary/Treasurer

LIBERTY SQUARE HOMEOWNERS  
ASSOCIATION., INC.,  
Declarant,  
By: \_\_\_\_\_  
Its President

ATTEST:  
By: \_\_\_\_\_  
Its Secretary/Treasurer





**AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS**

successors-in-title, and assigns, and shall inure to the benefit of the undersigned Declarant, and each and every Owner and occupant of all or any portion thereof. The undersigned Liberty Development Company, Inc., shall cause this Supplemental Declaration to be recorded in the Probate Office of Madison County, Alabama, and this Supplemental Declaration shall thereupon be effective.

The said Declaration of Protective Covenants shall be amended with regard to LIBERTY SQUARE, THIRD ADDITION, as follows:

1. No residence shall be erected upon or allowed to occupy a lot unless the heated and cooled” area is a minimum of 2000 square feet.

2. No residence shall be erected upon any lot unless the same shall have ‘three side” brick construction - the front and both sides - together with a brick ‘roll-up’ around the foundation in the rear.

The herein Supplemental Declaration and Amendment/s has been executed by the Declarant, and all of the Owners of all of the lots and blocks in LIBERTY SQUARE, THIRD ADDITION.

LIBERTY DEVELOPMENT CO., INC., An  
Alabama Corporation

By: \_\_\_\_\_

Its President

ATTEST:

By: \_\_\_\_\_

Its Secretary/Treasurer

APPROVED by Mortgagee, Regions Bank (successor to First Alabama Bank), this the 6th day of May, 1997.

REGIONS BANK

By: \_\_\_\_\_

Its Vice President

JOE MURPHY & ASSOCIATES, INC.

By: \_\_\_\_\_

Its President

CLASSIC HOMES, INC.

By: \_\_\_\_\_

Its President

PATRICK C. VERSCHOORE and wife,  
LAURA C. VERSCHOORE

\_\_\_\_\_

**AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS**

PATRICK C. VERSCHOORE

\_\_\_\_\_  
LAURA C. VERSCHOORE

STATE OF ALABAMA     )

COUNTY OF MADISON    )

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Gary D. Joyce and Joseph C. Murphy whose names as President and Secretary/Treasurer of Liberty Development Company, Inc., an Alabama corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they in their capacities as said officers, executed the same voluntarily and with full authority, for and as the act of said corporation on the day the same bears date.

My Commission Expires: 10-20-88

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ALABAMA     )

COUNTY OF MADISON    )

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Joseph C. Murphy , whose name as President of Joe Murphy & Associates. Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he/she in his/her capacity as said officer, executed the same voluntarily and with full authority, for and as the act of said corporation on the day the same bears date,

GIVEN under my hand and official seal on this the 1st day of June 1998

My Commission Expires: 10-20-88

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ALABAMA     )

COUNTY OF MADISON    )

I, the trusted authority Notary Public in and for said County and State, hereby certify that whose name as \_\_\_\_\_ of Classic Homes, Inc., is tied to the foregoing instrument, and who is known acknowledged before me on this date that, being informed of the contents of said he/she in his/her capacity as said officer, executed the same voluntarily and with authority, for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal on this the 28th day of May 1998

My Commission Expires: 1-4-99

\_\_\_\_\_

**AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS**

NOTARY PUBLIC

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Patrick C. Mrschoore and wife, Laura C. Wrschoore, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal on this the 1st day of June 1998.

My Commission Expires: 12-20-2000

\_\_\_\_\_  
NOTARY PUBLIC

**AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS**

State of Alabama

County of Madison

I the undersigned authority, a Notary Public in and for said County and State hereby certify that Scott Seeley whose name as Vice President of REGIONS Bank, a state banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he in his capacity as said officer, executed the same voluntarily and with full authority, for and as the act of said REGIONS Bank on the day the same bears date,

GIVEN under my hand and official seal on this the 1st day of June 1998.

My Commission Expires: 12-20-2000

\_\_\_\_\_  
NOTARY PUBLIC

# AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS

STATE OF ALABAMA  
COUNTY OF MADISON

## AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR LIBERTY SQUARE SUBDIVISION

WHEREAS, the undersigned Liberty Development Co., Inc., an Alabama Corporation, as DECLARANT, did heretofore file for record that certain Declaration of protective Covenants for Liberty Square Subdivision, and the undersigned Liberty Square Homeowners Association, Inc., an Alabama Corporation, did heretofore file certain Bylaws, as recorded in Deed Volume 843, page 62, and Deed Volume 843, page 103, respectively;

AND WHEREAS, pursuant to Article XII, Section 4 of said Declaration and Article VI, Section 4 of the said Bylaws, the Declarant has the right to unilaterally amend the Declaration;

AND WHEREAS, Declarant has deemed it necessary to amend the same and has the right to do so per the above cited provisions, the undersigned do hereby amend the said Protective Covenants as follows:

1. DECLARATION OF PROTECTIVE COVENANTS: The first paragraph of Article VI, Section 10, shall be amended to read as follows:

“Section 10 Architectural Standards. No exterior construction, alteration, addition or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been • , submitted in writing to and approved by an Architectural Control Committee. The Architectural Control Committee shall be divided into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction. The Homeowners Association shall appoint all members of the subcommittee having jurisdiction over modifications. So long as the Declarant has the unilateral right to annex property as provided in Article IX hereof, the Declarant shall have the right to, appoint all members of the subcommittee having jurisdiction over new construction. Upon the expiration or earlier surrender in writing of such right, the Homeowners Association shall appoint the members of the subcommittee having jurisdiction over new construction. Both the Board and the Homeowners Association may employ for the Architectural Control Committee architects, engineers, or other persons necessary to enable the subcommittees to perform their reviews. Each subcommittee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified persons, which shall have full authority to act on behalf of the committee for all matters delegated. Written design guidelines and

## AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS

procedures shall be promulgated for the exercise of this review, which guidelines may provide for a review fee. After submission of the above said plans and specifications complying with this paragraph, it is the intent of the subcommittees to issue an approval form similar to the one attached hereto as Exhibit "F," approving or 'waiving such items as elevation, architectural recommendations, brick waiver drainage, landscaping, tree and shrub content, etc."

The remaining paragraphs of Article VI, Section 10, are hereby incorporated by reference as if fully set forth herein.

2. DECLARATION OF PROTECTIVE COVENANTS: Article VI, Section 24, shall be amended to read as follows:

"Section 24, Exteriors. Except as may be permitted by the Architectural Control Committee, the exterior of all improvements including, without limitation, residences must be repainted in a color used in the original construction of residence within the Community. No residence exterior shall be constructed of natural, untreated or stained wood. All such wood exteriors, if approved for use by the Architectural Control committee, must be painted with two coats of exterior paint. No owner shall change the roof type, color of shingles. brick type. or color of brick without the prior written consent of the Architectural Control Committee. Use of brick is encouraged where practical in the subdivision. Specifically, twenty-five percent (25%) brick is required on the front and sides of each home, except for the homes on the following lots, which must be one hundred percent (100%) brick:

Lot 4, Block 1; Lot 5, Block 1; Lot 6, Block 1; Lot 7, Block 1;

Lot 8, Block 1; Lot 38, Block 2: Lot 31, Block 2; Lot 30, Block 2.

Any variation from this requirement regarding brick must be specifically approved in writing by the Architectural Control Committee, except that no exception shall be made for the lots specified above in this paragraph."

3. DECLARATION OF PROTECTIVE COVENANTS: Article XII, Section 18, shall be amended to read as follows:

"Section 18. Variances. The Board of Directors or its designee shall be authorized to grant individual variances from the provisions of this Declaration, By-laws, and rules, regulations or use restrictions promulgated pursuant thereto if it determines that the waiver of the application or the enforcement of the provisions in a particular case would not be inconsistent with the overall scheme of development for the Community. Notwithstanding anything to the contrary, however, neither the Board of Directors or its designees shall be authorized to grant individual or collective variances with regard to lot size, square footage requirements of the homes, or brick requirements for the following lots:

Lot 6, Block 3; Lot 10, Block 3; Lot 11, Block 3; Lot 12, Block 3.

Lot 4, Block 1; Lot 5, Block 1; Lot 6, Block 1; Lot 7, Block 1;

Lot 8, Block 1; Lot 38, Block 2; Lot 31, Block 2; Lot 30, Block 2.

**AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS**

The herein Amendment has been executed by the Declarant and all of the owners of all the lots affected herein.

LIBERTY DEVELOPMENT CO., INC.,

Declarant,

By: \_\_\_\_\_

Its President

ATTEST:

By: \_\_\_\_\_

Its Secretary/Treasurer

LIBERTY SQUARE HOMEOWNERS ASSOCIATION., INC.,

Declarant,

By: \_\_\_\_\_

Its President

ATTEST:

By: \_\_\_\_\_

Its Secretary/Treasurer

APPROVED BY MORTGAGEE, \_\_\_\_\_, this the \_\_\_\_ day of \_\_\_\_\_ 1999.

By: \_\_\_\_\_

Its \_\_\_\_\_

APPROVED BY THE UNDERSIGNED ADDITIONAL OWNERS OF AFFECTED LOTS:

JOE MURPHY & ASSOCIATES, INC.

By: \_\_\_\_\_

Its President

CLASSIC HOMES, INC.

By: \_\_\_\_\_

Its President



# AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS

STATE OF ALABAMA  
COUNTY OF MADISON

## AMENDMENT TO THE DECLARATION FOR PROTECTIVE COVENANTS AND FOR LIBERTY SQUARE SUBDIVISION

Whereas, the undersigned Homeowners Association for Liberty Square Subdivision, and its predecessor, Liberty Development Company, Inc., an Alabama Corporation, did heretofore file for record that certain declaration of protective covenants and by-laws for Liberty Square Subdivision, as recorded in Deed Volume 843, Page 62, and Deed Volume 843, Page 103, respectively;

And whereas, pursuant to Article XII, Section 4 of said Declaration and Article VI, Section 4 of said by-laws, the Homeowner's Association has the right to amend the declaration and by-laws;

And whereas, the Homeowner's Association has deemed it necessary to amend the same and has the right to do so per the above cited provisions, the undersigned do hereby amend the said by-laws as follows:

1. Article III, Section 3 of the By-Laws shall be amended to read as follows:

“Section 3, Number of Directors. The Board shall consist of no less than five and no more than seven members.”

2. Article III, Section 4, shall be amended as follows:

“The term “Directors” shall be deleted and the term “Officers” shall be replaced for the same.”

3. Article III, Section 5 shall be amended to read as follows:

“Section 5. Election and Term of Office. Not later than 30 days after termination of the Declarant's right to appoint Directors and Officers as described in Section 2 of this Article, the Association shall call a meeting to be held at which Owners shall elect a board of officers existing of no less than five and no more than seven members. All positions shall be 2 year terms with the At-Large members elected the opposite year of the Primary Members. At the expiration of the first term of office of each member of the initial board of Officers, a successor shall be elected to serve for a term of 2 years. The members of the Board of Officers shall hold office until their respective successor shall have been elected by the association.

At each annual meeting of the membership thereafter, Officers shall be elected to succeed those Officers whose terms are expiring. All eligible members of the association shall vote on all Officers to be elected, and the candidate(s) receiving the most votes shall be elected.”

4. Article III, Section 10(d), shall be amended to read as follows:

## AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS

“Section 10. Special Meetings. ... (d) by email. All such notices shall be given or sent to the Officer’s address or telephone number or email address as shown on the record of the association, Notices sent by first class mail shall be deposited into a United States mailbox at least 4 days before the time set for the meeting. Notices given by personal delivery, telephone, or email, shall be given at least 48 hours before the time set for the meeting.’

5, Article III, Section 14, shall be amended to read as follows:

“Section 14. Meetings. All minutes of the meeting of the Board shall be available to any homeowner upon request”

6, Article III, Section 15, shall be deleted in its entirety.

7. Article III, Section 17, shall be deleted in its entirety.

8. The following sentence in Article III. Section 19, shall be deleted:

The Declarant or an affiliate of the Declarant may be employed as a managing agent or manager.”

9 Article III, Section 21(b) shall be amended to read as follows:

“(b) Hearing. If a hearing is requested, it shall be held before the board and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a statement of the results of the hearing.”

10. Article IV, Section 1, shall be amended to read as follows:

“Section 1. Officers. The Board of Directors shall consist of the President, Vice President, Secretary, Treasurer, Architectural’s Committee Chair, and 2 At-Large Members.”

11. Article IV, Section 2, shall be amended to read as follows:

“Section 2. Election, Term of Office, and Vacancies. Except during the period in which the Declarant has the right to appoint the Officers of the Association under Article III, Section 2 of these by-laws, the Officers of the Association shall be elected annually by the Association members.”

12, Article IV, Section 8, shall be amended to read as follows:

“Section 8. Architectural Committee Chair. The architectural committee chairperson is responsible for approving all additions or changes to existing properties through the use of a committee consisting of at least three members or the existing board.”

13. The following section shall be added to Article IV, Section 9:

“Section 9. At-Large Members. The At-Large members shall have duties as defined by the Board on an as-needed basis.

Section 10, Resignation. Any officer may resign at any time by giving written notice to the President, or the Secretary. Such resignation shall

## AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS

take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.”

14. The following sentence shall be added to Article VI, Section 7 of the Declaration of Protective Covenants:

“No pets shall be allowed in the clubhouse, tennis court, or the fenced in pool area.”

15. The phrase “no speaker” shall be deleted from the last sentence of Article VI, Section 8 of the Declaration of Protective Covenants. The following sentence is added to Article VI, Section 8 of the Declaration of Protective Covenants: “Stereo speakers may be allowed, as long as they meet the guidelines written in Article VI, Section 10.”

16. Article VI Section 11, of the Declaration of Protective Covenants shall be amended to read as follows:

“Section 11. Antennas. No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board or its designee. No free standing antennas whatsoever shall be placed on any Lot including, without limitation, satellite dishes. However, the Board, reserves the right to (but shall not be obligated to) erect a master antenna, satellite dish, or other similar master system for the benefit of the entire community. The Board or its designee may approve the installation of radio antennas or small satellite dishes (2 feet or less) which do not protrude above the roof line above the residence located on the lot at its highest point and are not installed on the front of the lot. The architectural control committee must first approve the location of said satellite dish.”

17. The last sentence of Article VII, Section 3(a) shall read as follows:

“Repair or Reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes and the covenants and architectural control standards.”

18. The following sentence shall be added to Article VII, Section 4 of the Declaration for Protective Covenants:

“Repair or Reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes and the covenants and architectural control standards.”

19. Article XI, Section 2(b), shall be amended to read as follows:

“Any Lot Owner may delegate his right of use and enjoyment in and to the common property and facilities located thereon to the members of his family or his tenants, and shall be deemed to have made a delegation of all

**AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS**

such rights to the occupants of such Owner's Lot, if leased. All guests must be accompanied by a Lot Owner unless pre-approved by the Board.”

The amendments have been voted on and approved by the Homeowner's Association.

LIBERTY SQUARE HOMEOWNER'S  
ASSOC.. INC.

BY: \_\_\_\_\_

Its President

ATTEST:

By: \_\_\_\_\_

Its Secretary