

“**2022 Zoning Code**” shall mean and refer to the Zoning Code of City by the adoption of Ordinance Number 3099.

“**Amendment Application**” shall mean and refer to this Amendment Application for a second amendment to the existing Liberty Park PUD and the existing Liberty Park PUD Application.

“**Annexation Amendment**” shall mean and refer to that certain Amendment to Annexation Agreements between the City and LPJV dated March 18, 2022, adopted by the City pursuant to City Ordinance 3085.

“**ARCs**” shall mean and refer to the Liberty Park Architectural Review Committee, together with such additional architectural review and/or control committees as may be created from time to time as the Remaining Undeveloped Land continues to develop.

“**Associations**” shall mean and refer to associations listed in Section 6.9.2.4.k. of this Amendment Application, together with such additional associations as may be created from time to time as Liberty Park continues to develop.

“**City**” shall mean and refer to the City of Vestavia Hills, Alabama.

“**Cottage Homes**” shall mean single-family detached residential dwellings located in close proximity to each other with shared common open space, as more particularly described in the Design Guidelines.

“**Design Guidelines**” has the meaning set forth in Section 6.9.2.4.c. of this Amendment Application.

“**Developed Areas**” means all of the property shown on the ~~2022~~ Revised Land Use ~~Plan~~ District Map attached hereto as **Exhibit 6.9.2.4.(a)**, which is not designated as Remaining Undeveloped Land.

“**First Amendment to Liberty Park PUD**” means the amendments set forth in the Application for Amendment to Liberty Park Planned Unit Development dated May 9, 2003, approved by the City in Ordinance Number 2001 adopted by the City on July 7, 2003.

“**Liberty Park PUD**” means the existing Liberty Park PUD established by Ordinance Number 1864 adopted by the City on or about October 16, 2000, approving the Liberty Park Planned Unit Development Zoning Application submitted by Developer and other parties thereto dated December 5, 2000, as amended by the First Amendment to Liberty Park PUD.

“**Liberty Park Restrictive Covenants**” shall mean and refer to the protective and restrictive covenants listed in Section 6.9.2.4.k. of this Amendment Application, together with such additional protective and restrictive covenants as may be adopted from time to time to govern future development of the Remaining Undeveloped Land.

“**Owner**” or “**LPJV**” shall mean Liberty Park Limited Joint Venture LLP, an Alabama limited liability partnership.

**“Planning Commission”** shall mean The City of Vestavia Hills Planning and Zoning Commission.

**“PUD”** shall mean and refer to a planned unit development pursuant to the PUD Ordinance.

**“PUD Ordinance”** shall mean and refer to Section 6.19 et. seq. (Planned Unit Development) of the 2022 Zoning Code.

**“Remaining Undeveloped Land”** shall mean and refer to the property described in Section 6.9.2.4.a. of this Amendment Application and depicted in **Exhibit 6.9.2.4.(a)**. hereto.

**“Revised Land Use Plan District Map”** shall mean the 2022 Revised Land Use ~~Plan~~District Map attached hereto as Exhibit 6.9.2.3.C.

**“Watershed Covenants”** shall mean and refer to the Declarations of Watershed Protective Covenants listed in Section 6.9.2.4.k. of this Amendment Application.

**SECTION 6.9.2.3.c.**

**REVISED LIBERTY PARK PUD MAPS**

A Revised Land Use ~~Districts~~District Map is attached hereto as Exhibit 6.9.2.3.c.(1), showing the location of the various land uses by PUD land use districts, the location of existing and proposed public or private streets, greenbelts, buffers, natural or man-made open spaces, schools, park and community service areas within and adjacent to the Liberty Park PUD and the location of any proposed gates for control of access on private streets.

A Revised Site Topographical Map is attached hereto as Exhibit 6.9.2.3.c.(2) showing known waterways, flood plains, forest cover and wetlands.

All of the property in Liberty Park may previously have been subject to subsurface or surface mining activities.

**SECTION 6.9.2.4.a.**

**PLANNING CRITERIA OF THE LIBERTY PARK PUD**

**LEGAL DESCRIPTION OF APPLICABLE PORTIONS OF LIBERTY PARK PUD**

No change is made to the legal description of the Developed Areas of Liberty ~~Park~~[Park](#)  
[as](#) set forth in the existing Liberty Park PUD.

A depiction and legal description for the Remaining Undeveloped Land is attached as  
Exhibit 6.9.2.4.a.

**SECTION 6.9.2.4.e.**

**PLANNING CRITERIA OF THE LIBERTY PARK PUD**

**GENERAL DELINEATION OF LAND USE DISTRICTS**

Listed below are the gross acreage (more or less) planned for each land use district of the Liberty Park PUD:

Land Use District	Gross Acreage	% of Land
PR-1	<del>2,697.3</del> <u>757.6</u>	<del>75.0</del> <u>77%</u>
PR-2	<del>34.0</del> <u>30.6</u>	<del>0.9</del> <u>1%</u>
PO	<del>115.3</del> <u>120.0</u>	<del>3.2</del> <u>%</u>
PNC	<del>128.2</del> <u>20.6</u>	<del>3.6</del> <u>1%</u>
PB	<del>611.4</del> <u>629.0</u>	<del>17.0</del> <u>18%</u>
PI	<del>9.8</del> <u>11.2</u>	<del>0.3</del> <u>%</u>
TOTAL	<del>3596</del> <u>63,596.0</u>	100.0

SECTION 6.9.2.4.g.

PLANNING CRITERIA OF THE LIBERTY PARK PUD

DEVELOPMENT CRITERIA

1. **General.** No change is made to the General Statement of the Development Criteria of Liberty Park from that set forth in the existing Liberty Park PUD.

~~2. **Intentionally Deleted.**~~ 2. **Maximum Land Use Density; Uses.** The Maximum Land Use Density for the Liberty Park PUD was amended by the Annexation Amendment. Otherwise, no change is made to the Maximum Land Use Density; Uses section of the Development Criteria for the Developed Areas of Liberty Park as set forth in the existing Liberty Park PUD.

4. **Development Criteria for PR-1 Land Use Districts in the Remaining Undeveloped Land:**

- A. Minimum Setbacks. Setbacks for all lots upon which Single-Family Units are to be constructed in either the PR-1 or PB Land Use Districts of the Remaining Undeveloped Land ~~are to be constructed~~ (i) will be determined based on the type of Single-Family Unit planned for a particular sector or phase as set forth in the Design Guidelines, (ii) will be set forth on the subdivision plats for the various sectors or phases as development proceeds, and (iii) will be subject to the review and approval of the Planning Commission as part of its subdivision approval process as set forth in the 2022 Zoning Code.
- B. Floor Areas. The minimum floor area for Single-Family Units in either the PB or PR-1 Land Use Districts of the Remaining Undeveloped Land shall be 750 square feet.
- C. Building Height Limitations. Building heights for Single-Family Units in the PR-1 Land Use Districts of the Remaining Undeveloped Land shall conform to Section 6.9.5.1.c. of the PUD Ordinance.
- D. Off-Street Parking. The minimum off-street parking requirements for Single-Family Units in the PR-1 Land Use Districts of the Remaining Undeveloped Land shall be two (2) spaces per Single-Family Unit. The minimum off-street parking requirements for Single-Family Units in the PB Land Use Districts of the Remaining Undeveloped Land shall be one (1) space per Single-Family Unit if no dedicated on-street parking is provided. Parking shall only be allowed on paved surfaces specifically approved for such use by the applicable ARC.

## SECTION 6.9.2.4.j.

### **OWNERSHIP AND MAINTENANCE OF COMMON AREAS**

No change is made to provisions set forth in the existing Liberty Park PUD regarding streets and common areas within the Developed Areas of Liberty Park. Portions of Liberty Parkway have been dedicated to the City as of the date of this Amendment Application.

All roads *other than* those within Old Overton (which is a gated community with private roads maintained by the applicable Association) within the Remaining Undeveloped Land (including all improvements within the rights-of-way of such roads other than pedestrian walkways (sidewalks/multi-use trails)), may, at LPJV's option, be dedicated to the City upon final completion thereof in accordance with the City's subdivision ordinances and acceptance by the City.

Additionally, LPJV may also transfer and convey to the City, in accordance with the City's subdivision ordinances and the City's acceptance thereof, all of its right, title and interest in and to any other green space, parks, or other similar spaces intended for use by the general public within the Town Center (including, without limitation, the Great Lawn).

All other common areas within the Remaining Undeveloped Land will be privately owned by LPJV and/or various Associations, subject to the provisions of paragraph immediately following below. Funding for the maintenance and repair of such common areas in Remaining Undeveloped Land will be provided through dues, assessments, maintenance charges and other fees paid to the Associations by the members thereof.



**SECTION 6.9.2.4.k.**

**PROTECTIVE COVENANTS, ASSOCIATIONS AND  
ARCHITECTURAL REVIEW COMMITTEES**

1. ~~Liberty Park is~~ The Remaining Undeveloped Land (or ~~will be~~ portions thereof) is subject to the following restrictive covenants ~~which affect some or all parts of the Remaining Undeveloped Land:~~

A. As to the commercial areas: Declaration of Protective Covenants for the Commercial Development Area at Liberty Park, recorded as Instrument Number 9307/4579 in the Office of the Judge of Probate of Jefferson County, Alabama, as amended by Supplementary Declaration to the Original Covenants, recorded as Instrument Number 9309/4645 in said Probate Office; as further amended by Amendment No. 1 to the Original Covenants, recorded as Instrument Number 9313/3250 in said Probate Office; as further amended Amendment No. 2 to the Original Covenants, recorded as Instrument Number 9315/6020 in said Probate Office; as further amended by Amendment No. 3 to the Original Covenants, recorded as Instrument Number 9505/1755 in said Probate Office; as further amended by Amendment No. 4 to the Original Covenants, recorded as Instrument Number 9507/2675, and re-recorded as Instrument Number 9508/8221 in said Probate Office; as further amended by Amendment No. 5 to the Original Covenants, recorded as Instrument Number 9509/2804 in said Probate Office; as further amended by Amendment No. 6 to the Original Covenants, recorded as Instrument Number 9709/1114 in said Probate Office; as further amended by Amendment No. 7 to the Original Covenants, recorded as Instrument Number 9805/8300 in said Probate Office; as further amended by Amendment No. 8 to the Original Covenants, s recorded as Instrument Number 9807/0024 in said Probate Office; as further amended by Amendment No. 9 to the Original Covenants, recorded as Instrument Number 9810/3035 in said Probate Office; as further amended by Amendment No. 10 to the Original Covenants, recorded as Instrument Number 9810/4463 in said Probate Office; as further amended by Amendment No. 11 to the Original Covenants, recorded as Instrument Number 9815/9602 in said Probate Office; as further amended by Amendment No. 12 to the Original Covenants, recorded as Instrument Number 200003/0549 in said Probate Office; as amended by Amendment No. 13 to the Original Covenants, recorded as Instrument Number 200108/0736 in said Probate Office; as further amended by Amendment No. 14 to the Original Covenants, which is recorded as Instrument Number 201009/27432 in said Probate Office; as further amended by Amendment No. 15 to the Original Covenants, which is recorded as Instrument Number 2017129486 in said Probate Office and re-recorded as Instrument Number 2017131920 in the Probate Office of Jefferson County, Alabama, which said Amendment No. 15 was amended and restated in the Amended and Restated Fifteenth Amendment dated March 30, 2018, recorded as Inst. # 2018032286 in the Probate Office, which was then vacated, terminated, and declared null and void ab initio by Amendment No. 16 dated May 18, 2018, recorded as Inst. # 2018051538 in the Probate Office; as further amended by Amendment No. 17 dated August 29, 2018, recorded as Inst. # 2018091727 in the Probate Office; as further amended by Amendment No. 18 dated November 16, 2018, recorded as Inst. # 2018118326 in the Probate Office; as further amended by Amendment No. 19 dated August 17, 2021, recorded as Inst. # 2021095644

in the Probate Office, and as further amended by Amendment No. 20 dated March 1, 2022, recorded in Inst. # 2022024428 in the Probate Office (as amended, the “**Commercial Covenants**”).

B. As to the residential areas within The Bray sector of the Remaining Undeveloped Land: The Bray Single-Family Residential Declaration of Covenants, Conditions, and Restrictions, dated ~~on or about the date hereof and to be~~ September 9, 2022, recorded as Instrument 2022096861 in the Office of the Judge of Probate of Jefferson County, Alabama (as the same may hereafter be amended, the “**Bray Residential Covenants**”).

C. As to the residential areas ~~with~~within Old Overton: Old Overton Ridge Covenants, Conditions, and Restrictions, recorded in Book 9313, Page 8012 in the Office of the Judge of Probate of Jefferson County, Alabama (as amended, the “**Old Overton Covenants**”).

D. ~~As to~~ All of the land within the Liberty Park PUD is subject to the Declaration of Watershed Protective Covenants for Liberty Park, dated 5/1/91, recorded in Real 4037, page 122, in the Probate Office of Jefferson County, Alabama, as amended by that certain Supplementary Declaration of Watershed Protective Covenants for Liberty Park recorded in Instrument 2017112666, in the Probate Office of Jefferson County, Alabama (as amended, the “**Watershed Covenants**”).

Additional restrictive covenants may be adopted from time to time to govern future development in Liberty Park.

The Developed Areas of Liberty Park remain subject to the restrictive covenants described in the existing Liberty Park PUD, as the same may have been subsequently amended.

2. **Associations.** The following Associations currently exist and are applicable to ~~Liberty Park~~ the Remaining Undeveloped Land (or portions thereof):

A. The Bray Single-Family Residential Property Owners' Association, Inc., an Alabama not-for-profit corporation. This Association provides services to its members in connection with the residential areas known as The Bray located in the PB and PR-1 land use districts of the Remaining Undeveloped Land.

B. Old Overton Single-Family Residential Property Owners' Association, Inc., an Alabama not-for-profit corporation. This Association provides services to its members in connection with the residential areas known as the Old Overton Communities, including those portions of the Remaining Undeveloped Land located within the Old Overton gated community (PR- 1 District).

C. Liberty Park Commercial Development Area Owners' Association, Inc., an Alabama not-for-profit corporation. This Association provides services to its members in connection the commercial, office, and retail areas of Liberty Park (PO, PB, and PNC districts), other than The Urban Center at Liberty Park.

D. Liberty Park Master Owners' Association, Inc., an Alabama not-for-profit corporation. This Association is primarily responsible for maintenance and upkeep of the private roadways and streets within Liberty Park (except the streets within the interior of The Urban Center at Liberty Park. Such streets are maintained by The Urban Center at Liberty Park Owners' Association, Inc.) and certain other common areas as set forth in the Liberty Park Restrictive Covenants.

Additional owners' associations may be created from time to time as the Remaining Undeveloped Land continues to develop.

[The Associations described in the existing Liberty Park PUD remain in effect with respect to the Developed Areas of Liberty Park.](#)

3. **Architectural Review and/or Control Committees.**

A. With authority granted by the applicable Liberty Park Restrictive Covenants, the following architectural review committee and architectural control committee (sometimes herein collectively referred to as the "**ARC**") have review and approval rights for all plans relating to development in Liberty Park, as set forth in the Liberty Park Restrictive Covenants. Liberty Park Architectural Review Committee performs such functions as to all property within the Remaining Undeveloped Land.

B. The ARC, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to any of the development requirements set forth in any of the Liberty Park Restrictive Covenants. The ARC will provide the City with copies of all written variances approved by the ARC for its records.

C. All of the covenants and related documents listed in this Section 6.9.2.4.k. are private; therefore, the City has no right or obligation to enforce any of such covenants, instruments, and documents. Nothing in this Amendment Application or the approval hereof shall be interpreted to infer any such right or obligation of enforcement insofar as the City is concerned. Non-residential developments are subject to the City's Design Review Board processes after approvals have been obtained from the ARC.