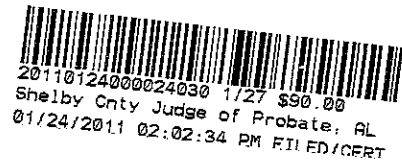


This instrument was prepared by:

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STATE OF ALABAMA)
COUNTY OF SHELBY)

**PROPOSAL FOR AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE TOWN OF ADAM BROWN, A RESIDENTIAL SUBDIVISION OF INVERNESS**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration") is made as of this 10th day of NOVEMBER, 2010, by the undersigned 51% of the record owners of THE TOWN OF ADAM BROWN in accordance with Section 30 of the pre-existing Declaration of Protective Covenants, which are recorded in Book 17 Page 865 et. seq. in the Office of the Judge of Probate for Shelby County, Alabama; which declares that the real property hereinafter described, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth (sometimes hereinafter referred to as the "Protective Covenants"); and

WHEREAS, the undersigned 51% of the record owners for THE TOWN OF ADAM BROWN hereby make the following amendments to the Declaration of Protective Covenants for The Town of Adam Brown, to wit:

Section (1.) is hereby amended to read: *All plans and specifications for any structure or improvement whatsoever to be erected, planted, or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, exterior paint and finishes, the roofs, landscaping, and later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing of the Committee before any work is commenced. THE SCOPE OF THE REVIEW BY THE BOARD SHALL BE LIMITED TO APPEARANCE ONLY AND SHALL NOT INCLUDE ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER SIMILAR OR DISSIMILAR FACTORS. Commencement of construction prior to receipt of a Letter of Approval from either the committee or its management company, is strictly prohibited and will result in an administrative assessment being charged to the violating owner.*

Section (1.2.1) is hereby added to the declaration of protective covenants to read as follows: *Approved Exterior Paint List for Dwelling and Decks: All exterior paint colors must be approved by the IMHA Board of Directors or their management company prior to commencement of the work. Lot owners shall submit a two foot by two foot square painted with at least three coats of the desired paint together with the manufacturers name and the product number for approval by the IMHA prior to commencement of the work. Any work done by the owner prior to receiving written approval by the IMHA or its management company is strictly prohibited and will result in a \$100 administrative assessment being placed against the owners property.*

Section (1.2.2) is hereby added to the declaration of protective covenants to read as follows: *Approved List of Color / Type of Roof Shingles for Adam Brown: Before replacing roof shingles on a dwelling each lot owner is required to submit a sample of the desired shingle together with the manufacturers name and product number for approval by the IMHA prior to commencement of work.*

Section (16.) is hereby amended to read as follows: *All dwelling unit exteriors and all exterior grounds must be adequately maintained at all times. If adequate maintenance is not maintained, the Inverness Master Homeowners Association, after ten (10) days notice to the lot owner of their intention to do so, may perform or have performed the necessary maintenance and shall have an easement for ingress and egress to perform said maintenance and shall have the right to charge the respective lot owner for the costs of said maintenance, which costs the IMHA shall have a lien upon the owners property and said costs shall be the owners responsibility and the responsibility of the owners tenants.*





Section (17.) is hereby amended to add the following language to the preexisting text: *Owners are solely responsible for their pets and will be charged a \$100 assessment by the IMHA for each instance whereby the owner fails to pick up their pet's feces, which is not on their property.*

Section (23.) is hereby amended to read as follows: *There shall be no boat, trailer, RV, ATV, or camper storage allowed on any lot in The Town of Adam Brown for a period of more than 24 hours, and never for more than twenty-four hours in a two week period. Repeated violations of this section will result in a \$100 administrative assessment being placed against the owner's property.*

Section (31.) is hereby amended to read as follows: *Enforcement: In the event of a violation or a breach of any of these restrictions, or any amendments thereto by any property owner, or family of such owner, or agent, or tenant, or guest; the owner(s) of lot(s), Developer, its successors and assigns, the Committee, the Inverness Master Homeowners Association, or any other party to whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation. (31.1) Each and every lot owner and future lot owners, in accepting a deed or contract for any lot in The Town of Adam Brown agrees to adhere to these protective covenants governing the Town of Adam Brown subdivision. If said lot owner(s) does not adhere to said covenants and legal action is taken against the violating owner(s) for said covenant violation, than the violating lot owner(s) agrees to pay all attorney fees, court costs, and all other associated costs incurred by the IMHA in pursuing legal action to remedy the violations of theses covenants.*

Section (34.) is hereby amended to add the following language: *Parking in the natural areas is strictly prohibited by these covenants. If additional parking space is needed a homeowner may petition the IMHA Board of Directors for approval to either widen the existing driveway, or to create an additional paved parking area in the existing natural areas. The construction of additional parking spaces must be approved by the IMHA Board of Directors prior to commencement. Additional parking spaces shall be consistent with the material used for the construction of the pre-existing driveway and/ or roadway in the Town of Adam Brown; the use of gravel for parking spaces is strictly prohibited. Furthermore, additional parking pads constructed on natural areas shall also require the planting of shrubs around the parking pad in order to preserve the aesthetic and natural beauty of the neighborhood.*

By placing my signature below I hereby adopt all of the amendments to the Declaration of Protective Covenants for The Town of Adam Brown in their entirety, and hereby agree to be bound by them as a current owner of record in said subdivision.

			3.
			Signature
			Print Name
			Address
4.	5.	6.	
Signature	Signature	Signature	
Print Name	Print Name	Print Name	
Address	Address	Address	
7.	8.	9.	
Signature	Signature	Signature	
Print Name	Print Name	Print Name	

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