

STATE OF ALABAMA )  
COUNTY OF SHELBY )

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, INVERNESS ASSOCIATES, an Alabama General Partnership composed of: Fletcher Properties of Alabama, Inc., a corporation (herein referred to as "FPA"), Refco-Inverness, Inc., a corporation (herein referred to as "Refco"), and 2154 Trading Corporation, a corporation (herein referred to as "2154") (said INVERNESS ASSOCIATES is herein referred to as "Developer"), is the owner of approximately 9.88 acres of land, described in Exhibit A, attached hereto and made a part hereof, which land shall be developed as a subdivision of Inverness (herein referred to as "Subdivision"), located in Shelby County, Alabama; and

WHEREAS, Developer desires to subject said property and each lot to be located in said Subdivision to and impose upon said lots mutual and beneficial restrictions, covenants, terms, conditions and limitations (herein for convenience sometimes referred to collectively as "restrictions") for the benefit of all the lots in the said Subdivision, and the future owners of said lots; and

NOW, THEREFORE, Developer does hereby proclaim, publish and declare that all of said lots in said Subdivision are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following restrictions, which shall run with the land and shall be binding upon Developer and upon all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to such restrictions. The restrictions contained herein shall apply only to lots in the property described in Exhibit A, and shall not apply to any other land owned by Developer, FPA and/or Refco and/or 2154 even though such land may be contiguous with the land described above as Exhibit A.

1. PLAN APPROVAL. Inverness Associates shall have the right to review and approve any and all development plans relating to site preparation, cutting and filling, and exterior elevations, along with the right to review and approve all plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations or additions thereto. Said approval shall not be unreasonably withheld. Developer shall make any objections it might have to such plans within five (5) working days after they are submitted to Developer by owner.

2. LAND OR LOT USE. Said land, subdivision, or any lot thereof shall be used only for the construction of residential housing. No buildings shall be erected, altered, or placed thereon other than single family, attached or detached, dwellings, nor shall any building thereon exceed three (3) levels in height, above basement level, such dwelling may be of a townhouse nature, being single family townhouses attached in series by common foundations, in some cases common walls and common roofs. Development shall be restricted to a gross density not to exceed nine (9) dwelling units per acre.

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3. DESIGN CRITERIA. No building or dwelling shall be constructed thereon unless externally composed of natural surfaces and textures, including, but not necessarily limited to:

- a. Brick in natural earthtones;
- b. Vertical or horizontal wood siding;
- c. Rock or stone;
- d. Wood shakes or natural or dark colored asphalt shingles or slate roofing;
- e. Stucco or paint limited to natural earthtones.

4. GARAGES AND PARKING AREAS. Shall not have permanently opened entrances and shall have electric or other type automatic door closers.

5. AIR CONDITIONERS. No dwelling unit constructed hereon shall contain any window air conditioning units.

6. OVERHEAD WIRING. It is the intention of the owner that this land or Subdivision shall contain no overhead electrical or telephone wiring and only underground electrical and telephone distribution shall be allowed, and no other overhead wiring shall be allowed.

7. TELEVISION ANTENNA. Attic television antennas shall be used where possible. All outside radio or television antennas shall be installed in such a way as to not be offensive or conspicuous from road frontage. Such outside installation will be on the back side of chimneys where possible; otherwise, they will be on the rear one-half of dwelling roof area.

8. PLUMBING AND HEATING VENTILATION. All plumbing, heating and exhaust ventilation piping or other equipment shall be located on the rear one-half of the dwelling roofs when possible, or at the rear of the dwelling units when possible, or in other inconspicuous places and shall be painted in such a way as to match roof color or the color of adjoining materials.

9. SWIMMING POOLS. Swimming pools constructed on the property must be constructed within set-back lines of the recorded Subdivision and no swimming pool water shall be discharged or disposed of into the sewer system, the same only being disposed of or discharged into storm sewers or in other manners so as not to affect the sewer system or adjoining property.

10. SET-BACKS. No dwelling units shall be located any nearer to the street or the adjoining property lines than the set-back lines as shown on the recorded subdivision map. Eaves and steps shall not, in some cases, be construed as part of the dwelling unit where prior approval for such exception has been obtained from Developer.

11. SILVER METAL. No exposed metal areas of the house or related equipment shall be of a reflective silver type, all such metal shall be either painted to blend with adjoining areas or shall be of a dark anodized finish; this restriction shall include metal frames of sliding glass doors and windows.

12. FENCING. There shall be no chainlink or other metal type fencing; any fencing used in or about the dwelling units shall be of wood or similar type construction. Any fencing which parallels golf course fairways or boundaries, must be approved in advance by Inverness Associates or any subsequently established homeowners association and shall be subject to the provisions of Section 24 hereof.

13. LAKE USE. Any lakes which are available for the use of property owners, are restricted to the extent that only sailboats, rowboats, or boats with electric motors may be used therein.

14. SURFACE WATER DRAINAGE. Surface water and storm water shall not be drained into the sanitary sewer system and shall only be drained into storm sewers or otherwise disbursed so as not to cause damage or erosion to adjoining property.

15. EXTERIOR STRUCTURES. There shall be no exterior unconnected structures which are of a temporary nature or character, including, but not limited to, storage sheds, dog yards or dog houses, outside clothes lines, any type of outside or exterior liquified fuel storage containers, or any other exterior, attached or detached, temporary structures, excepting garages. Any permanent detached or attached structures must comply with all architectural requirements established herein and must be reviewed and approved by Inverness Associates or any subsequently established homeowners association prior to construction thereof.

16. EXTERIOR MAINTENANCE. All dwelling unit exteriors and all exterior grounds must be adequately maintained at all times. If adequate maintenance is not maintained, either Inverness Associates or a subsequently established homeowners association, after thirty (30) 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 cost shall be the sole responsibility of the respective lot owner upon whose land said maintenance is performed.

17. ANIMALS AND PETS. No animals or other pets shall be kept on or about the premises described herein, except animals commonly referred to as household pets; and no animals shall be kept on or about the premises for the purposes of breeding or other commercial purposes. Pets may not be allowed to run loose outside of any dwelling unit and if outside of any dwelling unit, must be maintained at all times on a leash or under similar type restraint. There shall be no dog yards or dog fences or dog houses unless approved prior to construction, by Inverness Associates or a subsequently established homeowners association.

18. OFFENSIVE OR ILLEGAL ACTIVITIES. No noxious, offensive or illegal activities shall be carried on upon the premises, nor shall any act or actions be done on the premises which may be or may become an annoyance or nuisance to the neighbors or adjoining property owners. No commercial activity of any type shall be carried on on or about said premises.

19. MINING OR DRILLING. There shall be no mining or drilling, refining, quarrying of any kind or type carried on or about the premises.

20. GARBAGE AND TRASH. No trash, garbage or other refuse shall be dumped, stored or accumulated on the premises. Any such articles shall only be retained in sanitary containers which are screened in a manner so as not to be visible from the road frontage, except during times of refuse collection. Each property owner shall provide means and a place for garbage, trash, or other refuse pickup. There shall be allowed no burning of trash, leaves or garbage on or about the premises. Excepted from this requirement are construction crews, which are building, adding to or modifying residences on said land, which crews shall not unreasonably abuse burning privileges.

21. ADVERTISING OR RESALE SIGNS. There shall be no advertising or resale signs posted on the premises which exceed the size 2 feet x 3 feet. No signs shall be permitted to be nailed or attached to any trees or shrubbery. Excepted from this contract are real estate companies or agents handling the original sale of any dwelling unit, after initial construction, and construction crews or construction subcontractors participating in original construction of dwellings.

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22. REBUILDING AFTER FIRE OR OTHER CASUALTY. Any repair, rebuilding or remodeling which takes place after a fire loss or other casualty loss to a dwelling unit shall be done in accordance with these restrictive covenants and in accordance with the exterior appearance of all other neighboring residences. Any connected townhouse must be rebuilt within a reasonable length of time after such fire loss or other casualty loss. For the purposes of this clause, a reasonable length of time shall be sixty (60) days for cleanup and debris removal, and six (6) months for the beginning of replacement construction.

23. BOAT, TRAILER AND CAMPER STORAGE. There shall be no boat, trailer or camper storage allowed on the premises if a designated storage area is provided within the Inverness community.

24. EASEMENTS.

(a) Golfball easement. An easement is hereby granted to permit the doing of every act necessary or proper to the playing of golf on the adjacent golf course, including, but not being limited to the recovery of golf balls from such lots by persons on foot who are lawfully using the Inverness Golf Course, provided such golf balls can be recovered without damaging flowers, shrubbery or property in general, the flight of golf balls over and upon said land or lots, the use of necessary and usual equipment relating to the playing of golf and golf course maintenance, the usual and common noise level and other activity created or caused by the playing of golf, together with all other common and usual activity associated with the game of golf and the operation of a golf course and country club.

(b) Golf Course Buffer. There hereby is established a thirty (30) foot easement inside any property line or lot line which adjoins the Inverness Country Club Golf Course for the purpose of maintaining a natural buffer area between the Golf Course and dwelling unit construction or uses. No fence, wall, hedge or shrubbery planting which would obstruct access to said thirty (30) foot strip shall be placed or permitted to remain on said land. No tree, four (4) inches or more in diameter, and no dogwood tree whatsoever, may be removed from this thirty (30) foot easement area without the specific prior approval of Inverness Associates, or a subsequently established homeowners association. Violation of this covenant shall be subject to the penalty of liquidated damages in the sum of twenty dollars (\$20.00) per inch of diameter of any tree herein before specified, excepting dogwood trees, and fifty (\$50.00) dollars each for any dogwood tree removed without authorization, except that the maximum liquidated damages shall not exceed one thousand dollars (\$1,000.00) for any lot; the recovery of such liquidated damages shall be available to Developer and its successors and assigns in title to the Inverness Country Club Golf Course. It being the intention of the owner and grantor herein to keep and maintain this thirty (30) foot golf course buffer strip in its natural state and it being the further intention that property lines not be defined by fences, walls or other markings or plantings within the thirty (30) foot easement area.

(c) Utility Easement. An easement shall be granted and is hereby reserved by the owner and grantor herein and its successors and assigns, to use, dedicate or convey to the State of Alabama or to Shelby County or to the appropriate utility company or companies, or municipality, as and for the purposes of rights-of-ways or easements underground, to erect, maintain and use utilities, electrical services, telephone service, wires, cables, conduits, storm sewers, sanitary sewers, water mains, and any other suitable equipment for the convenience and use of said utilities or services, governmental agencies or otherwise; with a further easement reserved to cut or fill a 3-in-1 slope along the boundaries of all public streets or roads built in this Subdivision.

(d) Drainage Easement. The drainage flow shall not be obstructed nor diverted from any natural or artificial drainage swales, storm sewers, or utility easements as designated herein, and the easements and rights granted herein include the right to cut trees, bushes or shrubbery and to make any gradings or excavations which may be required to those entitled thereto to reasonably obtain access to said land for the purposes of the use of said easement. It is further stipulated that the owner referred to herein, or Inverness Associates or any subsequently established homeowners association or applicable governmental agency or political subdivision, shall have the right and easement of ingress and egress to any property described herein, for the purposes of extending or improving drainage pipes, drains or ditches and shall have the further right to extend the same, if necessary.

(e) Time of Golf Related Easements. Each and every easement granted in this paragraph which relates to golf or the operation of a golf course, shall extend permanently or for such a length of time as the golf course currently in effect and operation, is operated as a golf course, either public or private.

25. SECURITY AND FIRE PROTECTION. Fire protection is currently provided to the Inverness community which will include the real estate subject to this declaration, by the Rocky Ridge Fire District. Each owner of this land or any subdivided portion hereof shall be responsible to pay a proportionate share of the cost of said protection or a fee which is established by said Fire District for individual dwelling protection. If, at any future date, uniform community security or fire protection are provided by the Inverness community, or any subsequently established homeowners association, then each owner of this land or any subdivided portion hereof, shall be responsible to pay a proportionate share of the cost of said protection.

26. USE OF THE COUNTRY CLUB. No owner or subsequent owner of this property or any subdivided portion thereof is guaranteed membership rights in or to the Inverness Country Club or Inverness Country Club Golf Course and said membership rights are only granted upon application by that entity and do not run with the land. If any land owner does make use of the Country Club facilities, they must do so exclusively within the rules and regulations of the Inverness Country Club and shall use the same for no other purposes other than that for which they were intended.

27. PUBLIC SAFETY AND HEALTH REQUIREMENTS; SEWER. Each owner of the land or subdivided portion hereof, shall abide by all public safety and health regulations imposed by any proper authority, including Inverness Associates or Shelby County or the State of Alabama or any political subdivision thereof with governing powers.

Individual sewage disposal systems shall not be permitted on any lot. The sewage treatment facility available to this Subdivision is currently provided by Inverness Associates. By accepting a deed to a lot, the owner of such lot covenants and agrees to pay to Inverness Associates or its successors or assigns, a monthly sewage treatment fee or charge to cover a portion of the cost of providing such service. In the event a governmental authority or agency assumes operation of the sewage treatment facility or function, such governmental authority or agency will set the rates, fees or charges for such service and any limitation contained in this Section 27 shall then be inapplicable. It is agreed that the sewage treatment fee shall be charged on the land and constitute a continuing lien upon the lots against which such fee is charged, except that such fees shall be subordinate to prior recorded bona fide mortgages. Such fee charged and the cost of collection thereof shall be the personal obligation of the person owning such property at the time the fee becomes due.

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28. MASTER HOMEOWNERS ASSOCIATION. If at any time, from this date forward, a master homeowners association is established or developed within the Inverness community, then each owner of land herein or any subdivided portions thereof, is responsible to join and become a part of said master homeowners association and is required to pay the dues or assessments which may be established by said master homeowners association and agrees to be bound by the rules, regulations and requirements established by said master homeowners association.

29. PERMITTED WITHIN THIS SUBDIVISION SHALL BE SINGLE FAMILY ATTACHED TOWNHOUSE TYPE RESIDENCES WITH COMMON WALLS OR ADJOINING HOMES. To that end the following special covenants, restrictions and easements shall apply to all lots, where applicable, in the subdivision.

(a) Each wall dividing adjoining residences erected on the dividing property lines between lots shall be common walls or party walls, and unless inconsistent with these protective covenants the general rules of law regarding party walls and liability for property damage due to negligence or willful acts of omission shall apply thereto.

(b) The construction of such party walls shall be of a nature that except for foundation work, the repair and maintenance is separable as to each residence and the respective owner shall be responsible for his own repair and maintenance. The reasonable costs of repair and maintenance of the foundation of any party walls shall be shared by the owners who make use of the walls in proportion to the part thereof used by each. In the event of damage or destruction of a party wall by fire or other casualty in which neither adjoining residence is a total loss, any owner who has used the wall may restore it and the remaining owner shall contribute to the cost of restoration thereof in proportion to his use of said wall, without prejudice however, to the right of any such owner to call for a larger contribution or to refuse such contribution under any laws regarding liability or negligence, in which case cost of repairs shall be apportioned in accordance with rules of law. In the event of total destruction of adjoining residences and if one party elects to reconstruct, and at that time the other party does not elect to reconstruct, the party electing to reconstruct may reconstruct said wall up to the dividing property line and shall have and is hereby granted, an easement of sufficient width to put an exterior facing upon said wall in keeping with the materials and design of the original construction, and also for roof over-hang, but without right of contribution from the adjoining owner unless the adjoining owner agrees to such contribution prior to the commencement of reconstruction; provided, however, that the remaining party may thereafter, at his own expense, reconstruct his residence and restore the wall as it existed prior to such destruction.

(c) No party shall alter or change any party wall in any manner, interior decoration excepted.

(d) Each owner of any party wall shall permit the quiet enjoyment of the adjoining party in the party wall and will not permit or commit any damage or destruction of said party wall or foundations supporting same. The parties agree that except as to the foundation of said party wall, no lateral support shall be received from the adjoining owner's portion of the wall or structure.

(e) Neither party to said walls shall have the right of entry through the party wall, either directly or indirectly.

(f) These party wall covenants and agreements shall inure to the benefit of and apply to any existing or subsequent mortgage holder on the premises described herein.

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(g) The rights and obligations set forth herein for the owners of common walls or party walls shall also apply to any roofs, foundations, or other portions of the structures that shall be necessarily used or enjoyed by adjacent property owners.

(h) Certain of said townhouses may be joined to the wall of an adjoining townhouse by abutment of the roof to the wall of said adjoining townhouse. Such walls shall not constitute a party wall as provided above. In such events, however, an easement is hereby granted for the purposes of flashing the roof into said adjoining wall and the cost of maintenance and repair of said flashing shall be the sole responsibility of the owner of said roof.

(i) In the event of any dispute arising concerning a party wall or under the provisions of this paragraph of these restrictions, each party shall choose an arbitrator and such arbitrators shall each, together, choose one additional arbitrator and the decision by the majority of the arbitrators shall set their own rules regarding arbitration and procedures thereof. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the party requesting arbitration shall notify the Probate Judge of Shelby County, Alabama and the said Probate Judge shall have the authority to appoint for the defaulting party an arbitrator. By like token, in the event the two arbitrators cannot agree upon a third arbitrator, the Probate Judge of Shelby County shall be and is hereby authorized to appoint the same. In the event said Probate Judge shall fail or refuse to appoint an arbitrator hereunder, then the Judge of any Court of Record shall be and is hereby authorized to perform such function.

30. These covenants are to run with the land and shall be binding on owners hereof and any subdivided portions hereof, and all persons claiming under them for a period of thirty (30) years from this date; thereafter, these covenants will be automatically extended for successive periods of ten (10) years unless they are terminated as provided below. These covenants and restrictions can be changed, modified, amended, altered or terminated only with the written consent of Developer, its successors and assigns, and by a duly recorded written instrument executed by the then record owners (including mortgagees and other lienholders of record, if any) of 51% of the number of lots in this Subdivision.

It is also acknowledged and understood that these protective covenants are for the use and benefit of the entire Inverness community, whose interests can and shall be enforced by the owner(s) of any lot(s), Developer, its successors or assigns, or by a subsequently established master homeowners association made up of Inverness residents. No delay or failure on the part of an aggrieved party to invite 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. Enforcement of these protective covenants shall be by proceedings at law or in equity against any person violating or attempting to violate same, to either restrain or recover damages provided that no violation hereof shall ever work a reverter or forfeiture of title. As to any land owner or lot owner outside of the boundaries of the real estate which is the subject hereof, the rights of said land or lot owner shall only be enforced in accordance with the preceding paragraph.

32. Each lot or subdivision hereof shall be conveyed as a separately designated and legally described freehold estate, subject to the terms, covenants, conditions, and easements provided herein or provided in said Subdivision plan.

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33. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and affect.

34. PRIVATE DRIVES, AND GREENBELTS AND BUFFER AREAS.

There is hereby reserved, created and granted to all lot owners, a nonexclusive easement appurtenant to each lot and over and across the private drives, buffers and green areas as shown on the recorded map and plat of said land, for ingress and egress for the use and benefit of said owners and parties in privity with said owners, and invitees of said owners, which easement shall run from the public street to the rear boundary lines of the respective lots which adjoin the buffers or green areas and which shall run over, around, across and through each buffer area and private drive (not including individual dwelling driveways for the individual dwellings established herein), in accordance with the private drives and green areas or buffer areas established on the recorded map and plat hereof.

Each owner whose lot includes a part or portion of said private drives shall at all times keep said drives open, clear, repaired, and unobstructed, for the free flow of vehicular traffic. Said private drives, as shown on the recorded map, are for the use and benefit of all lot owners but are for the particular use and benefit and necessity of those lot owners whose land includes these private drives. For these reasons the reasonable costs and expenses of maintaining and repairing said private drives for their entire length, as shown on said recorded map and plat hereof, shall be borne equally by the respective lot owners whose land or lot includes, within its boundaries, the respective private drive area.

35. Developer hereunder reserves for itself, so long as it is the owner of said property or a majority thereof, its successors and assigns, the right to waive violation of these restrictions by written instrument upon its determination that said violation to be waived is of a minor nature or does not adversely affect the value, utility or enjoyment of any other portion of said land and does not constitute a hazard to owners thereof.

36. SEVERABILITY. Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and of and from every combination of the restrictions. Invalidation by any court of any restriction in this amendment shall in no way affect any of the other restrictions which shall remain in full force and effect. Developer may include in any contract or deed hereinafter made or entered into, such modifications and/or additions to these Protective Covenants and Restrictions, which will by their nature raise the standards of the Subdivision.

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37. CAPTIONS. The captions preceding the various sections of these restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the restrictions. Wherever and whenever applicable, the single form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

IN WITNESS WHEREOF, INVERNESS ASSOCIATES, an Alabama General Partnership, has caused these Restrictions to be properly executed by each partner by their respective duly authorized officers, and recorded in the office of the Judge of Probate of Shelby County, Alabama.

INVERNESS ASSOCIATES, an Alabama General Partnership

Attest:

Suzanne J. Harrison

By: FLETCHER PROPERTIES OF ALABAMA, INC.

By: Howard B. Nelson  
Its VICE PRESIDENT

Date Executed: 12-17-76



Attest:

[Signature]

By: REFCO-INVERNESS, INC.

By [Signature]  
Its

Date Executed: 12-17-76

Attest:

\_\_\_\_\_

By: 2154 TRADING CORPORATION <sup>JE</sup>

By [Signature]  
Its Vice President

Date Executed: 12-17-76

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STATE OF )

COUNTY OF )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Howard B. Nelson, Jr., whose name as Vice President of Fletcher Properties of Alabama, Inc., a corporation, as General Partner of Inverness Associates, an Alabama General Partnership, is signed to the foregoing Declaration of Protective Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Declaration of Protective Covenants, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as General Partner of said Inverness Associates.

Given under my hand and official seal, this the 17th day of December, 1976.

Susanna J Harrison  
Notary Public

My commission expires: October 2, 1978

STATE OF Georgia )

COUNTY OF Chick )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that A.C. White, whose name as Vice President of Refco-Inverness, Inc., a corporation, as General Partner of Inverness Associates, an Alabama General Partnership, is signed to the foregoing Declaration of Protective Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Declaration of Protective Covenants, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as General Partner of said Inverness Associates.

Given under my hand and official seal, this the 17th day of December, 1976.

Carlyle C. Williams  
Notary Public

My commission expires: Feb. 12, 1977

STATE OF Georgia )

COUNTY OF DeKalb )

I, Ann D. Fain, a Notary Public in and for said County, in said State, hereby certify that C.E. Searles, whose name as Vice President of 2154 Trading Corporation, a corporation, as General Partner of Inverness Associates, an Alabama General Partnership, is signed to the foregoing Declaration of Protective Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Declaration of Protective Covenants, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as General Partner of said Inverness Associates.

Given under my hand and official seal, this the 17th day of December, 1976.

Ann D. Fain  
Notary Public

My commission expires: Notary Public, Georgia State at Large  
My Commission Expires May 26, 1977

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E X H I B I T    A

A part of the Southwest Quarter of Section 2, Township 19 South, Range 2 West, being more particularly described as follows; Commence at the Southwest corner of said Quarter Section and run East along the South line of said Quarter Section 602.86 feet; thence an angle left of 73°14'55" and run Northeasterly 183.60 feet; thence right 3°29'50" and run Northeasterly 924.31 feet; thence right 37°04'50" and run Northeasterly 376.74 feet; thence right 84°06' and run Southeasterly 237.36 feet; thence left 119°07' and run Northeasterly 130.01 feet; thence right 11°41' and run Northeasterly 15.67 feet to the point of beginning; said point being on the Northerly right-of-way of the High Road; thence continue on the same course 842.37 feet; thence right 7°58' and run Northeasterly 386.64 feet; thence right 74°24' and run Southeasterly 199.80 feet; thence right 86°03' and run Southwesterly 727.81 feet; thence right 13°55'33" and run Southwesterly 529.05 feet to a point on the Northerly right-of-way of High Road; thence turn an angle right of 71°03'37" to tangent of a curve to the right having a radius of 725 feet and a central angle of 30°04'49" and run Northwesterly 380.62 feet to the point of beginning. Situated in Shelby County, Alabama.

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*Charles G. ...*  
NOTARY PUBLIC

1976 DEC 21 AM 11:34

STATE OF ALABAMA  
INSTITUTIONAL RECORDS