

THIS INSTRUMENT WAS PREPARED BY:

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DECLARATION OF PROTECTIVE COVENANTS

STATE OF ALABAMA)	FOR
COUNTY OF SHELBY)	Heather Point (The Second Addition to Kerry Downs), A Subdivision of Inverness, Hereinafter Referred to as The Second Addition to Kerry Downs

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, 2154 TRADING CORPORATION, a corporation, doing business as INVERNESS (herein referred to as "Developer"), is the owner of certain lots and tracts of land known as the Second Addition to Kerry Downs, a subdivision of Inverness (herein referred to as "Subdivision"), located in Shelby County, Alabama; as shown by the Plat of the Second Addition to Kerry Downs, a subdivision of Inverness, as recorded in Map Book 14 page 39, in the office of the Judge of Probate of Shelby County, Alabama; and

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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, the future owners of said lots, the Inverness Country Club, and any other party as may be specified herein.

NOW, THEREFORE, Developer does hereby proclaim, publish and declare that all of said lots in said Subdivision (herein "lot or lots") 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 Second Addition to Kerry Downs, a subdivision of Inverness, and shall not apply to any other land owned by Developer, even though such land may be contiguous with the land described above as the Second Addition to Kerry Downs, a subdivision of Inverness.

ARTICLE I

MUTUALITY OF BENEFIT AND OBLIGATION

SECTION 1.1 The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all the other lots therein, to create reciprocal rights between the respective owners of said lots; and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE
AND REQUIREMENTS OF CONSTRUCTION

SECTION 2.1 Concept. It is intended that the Subdivision development will be a residential community of high esteem and quality homes in a delightful recreation-oriented environment.

2.2 Architectural Control Committee. The Architectural Control Committee (herein referred to as the "Committee") shall be composed of not less than three (3) members and at all times, regardless of the number on the Committee, at least two-thirds (2/3) of the membership of the Committee shall be composed of owners of lots in the Subdivision. Provided, however, that Developer reserves the right to appoint the initial and successor members of the Committee, none of whom need be an owner of a lot in the Subdivision, until December 31, 2010, or until Developer elects to terminate its control of the Committee, whichever shall first occur. After terminating control of the Committee by Developer, as aforesaid, then the Master Homeowners Association, if formed, or if not, then the record owners of a majority of the lots in this Subdivision shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore it to any of its powers and duties. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. A majority of the Committee may designate one or more representatives to act for it.

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The primary authority of the Committee shall be to examine and approve or disapprove all initial and subsequent plans, including site plans, for construction of improvements on lots within this subdivision in accordance with the provisions of these covenants. The Committee shall have such other responsibilities, duties and authority as provided for herein, but the Committee shall not have any responsibility, duty, power or authority not provided for herein.

2.3 Plan Approval. 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, 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 REVIEW BY THE COMMITTEE 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 a receipt of a Letter of Approval of the Committee, a copy of which must be signed by the Builder, or Owner, and returned to the Committee for retention, is strictly prohibited.

2.4 Review Documents. One set of prints of the drawings and specifications (herein referred to as "plans") for each house or other structure proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the Committee. The scope of review by the Committee 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. The plans submitted to the

Committee shall be retained by the Committee. Said plans should be delivered to the general office of Inverness at least six (6) business days prior to the date construction is scheduled to commence. Each such plan must include the following:

2.4.1 All plans for structures shall be not less than 1/8" = 1' scale.

2.4.2 All plans must take into consideration the particular topographic and vegetative characteristics of the lot or lots involved.

2.4.3 All plans must state the elevations of all sides of the proposed structure as such sides will be after finished grading has been accomplished.

2.4.4 The foundation and floor plan(s) shall show the existing grade on each elevation in order that the extent of cut and/or fill areas may be easily and clearly determined.

2.4.5 The site plan shall show all outlines, setbacks, all trees over 6" in diameter as measured 2' above ground and the species thereof, drives, fences, and underground trench locations at a scale of 1" = 20'. No tree may be cut or removed until the plan and the siting are approved.

2.4.6 All plans must include a summary specifications list of proposed materials and samples of exterior materials, including paint or other finish samples, which cannot be adequately described and of materials with which the Committee is unfamiliar.

After the plan for the structure is approved, the house or other structure must be staked out and such siting approved by the Committee before tree cutting or grading is done. No tree may be cut or removed until both the plan and the siting are approved by the Committee.

2.5 Design Criteria, Structure.

2.5.1 It is the intent of the Second Addition to the Kerry Downs Subdivision of Inverness to generally present a traditional architectural environment. The following types of exterior materials, among others, are acceptable, subject to final approval of the actual appearance of such materials by the Architectural Control Committee:

- (a) Brick.
- (b) Stone.
- (c) Painted wood siding.
- (d) Aluminum siding.
- (e) Natural-colored asphalt shingles or slate roofing. White roofing of any material is not acceptable.
- (f) Paint, in soft tones (which shall not include, among other colors, any high gloss finishes, or pure red), subject to Section 2.5.26.

(g) The Committee shall also consider the occasional use of vertical or horizontal wood siding, stained or bleached, but such materials shall be approved only in those instances where, in the sole opinion of the Committee, the materials blend in with other houses constructed or planned in the general proximity.

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In intent, this criteria frowns upon the practice of placing materials on the sides and back of a residence that are essentially different from the front elevation.

2.5.2 Openings of garages should not be visible from the street. In cases where it is unavoidable and openings of garages are visible or partially visible from a street, electric automatic door closers shall be used. No open garage is to face a neighboring yard without screening approved by the Committee. In the event an enclosed garage is not built, then a carport with an enclosed storage area of not less than 80 square feet shall be constructed, such carport and storage area to be designed so as not to be offensive to neighboring lots. The area of the storage area herein shall not be included for the purposes of Section 3.2.

2.5.3 No window air conditioner shall face the front or the side of a residence, nor on the rear of the lots listed in Section 3.2 hereof.

2.5.4 Underground electrical distribution is the intent of this development and no overhead electrical wiring shall be permitted.

2.5.5 All outside radio and T.V. antennas shall be installed in such a way as not to be offensive from the main road and shall be placed on the back side of the chimney where possible; otherwise, they shall be placed on the back side of the roof. No satellite dish of any form shall be allowed.

2.5.6 No plumbing or heating vent shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color as the roof covering.

2.5.7 Swimming pools will be permitted. However, fencing of swimming pool areas must be within achieved setback lines.

2.5.8 Dust abatement and erosion control measures shall be provided by the contractor or owner in all stages of construction.

2.5.9 Where possible, brick or stone curved walkways are encouraged. Curved driveways are preferred and the driveway surface must be paved or the surface approved. Concrete is preferred and suggested for driveways.

2.5.10 ALL MAILBOXES SHALL BE CONSTRUCTED AND LOCATED ACCORDING TO PLANS AND SPECIFICATIONS PROVIDED BY DEVELOPER. Such design must be submitted to the Committee for approval concurrently with the house plans.

2.5.11 All houses shall have an outside electric light located at the intersection of the driveway and the street. All such lights shall be operated by a photo-electric cell so as to automatically turn on at dusk and turn off at dawn. ALL SUCH LIGHTS AND POLES SHALL BE CONSTRUCTED AND LOCATED ACCORDING TO PLANS AND SPECIFICATION PROVIDED BY DEVELOPER.

2.5.12 Since the establishment of inflexible building setback lines for location of houses on lots tends to force construction of houses both directly behind and directly beside other homes with detrimental effects on privacy, view, and preservation of specimen trees, no specific setback lines are established by these restrictions. In order to assure that location of houses will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each house and that the structures will be located

with regard to the topography of each individual lot, the Committee reserves unto itself, its successors and assigns, the right to control absolutely and to solely decide the precise site and location of any houses or other structure upon all lots in the Subdivision. Such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site. Notwithstanding any provision of this Section 2.5.12, no house or building shall be placed nor shall any material or refuse be stored on any lot within 50 feet from the back of the valley gutter(s) adjacent to the lot, or within 20 feet of the property line of any park. Developer reserves the right to establish specific setback lines applicable to any unsold lots in the Subdivision.

2.5.13 During construction, all vehicles, including those delivering supplies, must enter the building site only on driveways approved by the Committee and such vehicles must be parked on the building lot where the construction is underway so as to not unnecessarily damage trees.

2.5.14 All building debris, stumps, trees, etc., must be removed from each lot by builder as often as necessary to keep the house and lot attractive. Such debris shall not be dumped in any area of Inverness.

2.5.15 During construction, builder must keep homes and garages clean and yards cut.

2.5.16 There shall be no silver finish metal doors (including glass sliding doors) or silver finish metal windows of any kind; however, a factory painted or dark anodized finish metal may be used. The color of such finish must be approved by the Committee.

2.5.17 Chain link, wire, or metal fences of any type may not be used for any purpose. All fences, including fences for backyards, swimming pools, dog pens, gardens, or for any other purpose must be approved by the Committee prior to construction. No fence of any kind shall be permitted in the front yard of any lot, or on the rear of any lot which has a rear lot line adjacent to a lake or the Golf Course Property; provided, however, that approved fences shall be allowed, for pool purposes only, on the rear of lots which have a rear lot line adjacent to the Golf Course Property, and all such fences shall provide access from the golf course for golf ball retrieval. In addition, no prominent structure shall be permitted on the rear thirty (30) feet of any lot which has a rear lot line adjacent to a lake or Golf Course Property.

2.5.18 There shall be no signs nailed to trees at any time. All builders' and contractors' signs are to be removed from the lot after the house has been completed.

2.5.19 All proposed exterior redecorating, including painting, must be approved by the Committee or its successors or assigns.

2.5.20 All lakes are specifically restricted in use to sailboats and boats with electric trolling motors, canoes, paddle boats, and row boats.

2.5.21 Drainage of surface water, storm water, and/or foundation drains may not be connected to sanitary sewers.

2.5.22 No outside clothes lines shall be permitted.