

STATE OF ALABAMA)
)
 Shelby COUNTY)

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, THAT

THEREAS, the undersigned owners of record of the following described real estate in Shelby County, Alabama, to wit: Kerry Downs Subdivision as shown on the plat recorded in Map Book 05 Page 135, 136 in the Office of the Judge of Probate of Shelby County, Alabama; and

THEREAS, the said undersigned owners are desirous of establishing or placing the heretofore described subdivision under certain restrictive covenants to insure the use of the property for attractive residential purposes and thereby to secure to each site owner the same advantages insured to other site owners.

NOW, THEREFORE, the undersigned owners do hereby adopt the following conditions, restrictions, covenants and limitations which shall apply in their entirety to all lots in the Kerry Downs Subdivision and shall be included as a part of the consideration in transferring and conveying title to any or all of said lots in said subdivision:

1. The owners of lots within said subdivision will not erect or grant to any person, firm or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical or telephone service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave said subdivision). Nothing herein shall be construed to prohibit overhead street lighting, or ornamental yard lighting, where serviced by underground wires or cables.

2. In order to beautify said subdivision for the benefit of all lot owners and permit Alabama Power Company to install underground electric service to each house in said subdivision for the mutual benefit of all lot owners therein, no owner of any lot within said subdivision will commence construction of any house on any said lot until such owner (1) notifies Alabama Power Company that such construction is proposed, (2) grants in writing to Alabama Power Company such rights and easements as Alabama Power Company requests in connection with its construction, operation, maintenance and removal of underground service lateral on each lot, and (3) otherwise complies with the Rules and Regulations for Underground Residential Distribution on file with and approved by the Alabama Public Service Commission.

3. Alabama Power Company, its successors and assigns, will retain title to the underground service lateral and outdoor metering trough or housepower box (exclusive of circuit breakers) serving each said house, and said service entrance facilities provided by Alabama Power Company will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain personal property belonging to Alabama Power Company, its successors and assigns, and will be subject to removal by Alabama Power Company, its successors and assigns, in accordance with applicable Rules and Regulations filed with and approved by the Alabama Public Service Commission.

4. These covenants and restrictions touch and concern and benefit the land and shall run with the land and shall be binding on Alabama Power Company, the undersigned, their respective heirs, successors and assigns. Invalidation of any one of the foregoing covenants and restrictions shall in no way affect any other provision contained herein.

IN WITNESS WHEREOF, this instrument has been executed this 16th day of July, 19 73.

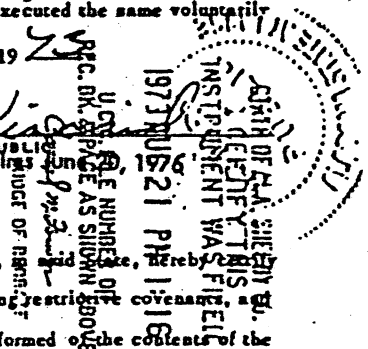
Fletcher Prop. of Ala., Inc.
Paul Fielder, V.P.
OWNERS

STATE OF ALABAMA
Shelby COUNTY }

I, Joan E. Kincaid, a Notary Public in and for said County, in said State, hereby certify that Paul Fielder, whose name as Vice President, of Fletcher Prop. of Ala., Inc. a corporation, is signed to the foregoing restrictive covenants, and who is known to me, acknowledged before me on this date that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal, this the 16th day of July, 19 73.

Joan E. Kincaid
NOTARY PUBLIC
My Commission Expires June 1, 1976



STATE OF ALABAMA
_____ COUNTY }

I, _____, a Notary Public in and for said County, _____, hereby certify that _____, whose name(s) _____ signed to the foregoing restrictive covenants, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of the agreement, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of _____, 19 _____.

194
Fletcher

7145

DECLARATION OF PROTECTIVE COVENANTS

STATE OF ALABAMA } KERRY DOWNS, a
COUNTY OF SHELBY } SUBDIVISION OF INVERNESS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Refco-Inverness, Inc., a Delaware corporation (herein referred to as "Refco"), is the owner of an interest in certain lots and tracts of land known as Kerry Downs, a subdivision of Inverness (herein referred to as "Subdivision"), located in Shelby County, Alabama, as shown by the Plat of Kerry Downs, a subdivision of Inverness, as recorded in Map Book..... Page..... In the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Fletcher Properties of Alabama, Inc., an Alabama corporation, the owner of the remaining interest in the land in said Subdivision, is simultaneously herewith filing for record in the Office of the Judge of Probate of Shelby County, Alabama, Declaration of Protective Covenants applicable to said Subdivision; and

WHEREAS, Refco desires to subject its interest in said property and each lot 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.

NOW, THEREFORE, Refco does hereby proclaim, publish and declare that all of said lots in said Subdivision and its interest therein are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the restrictions executed by Fletcher Properties of Alabama, Inc., and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Miscellaneous Book..... Pages 86 through 89, inclusive, which shall run with the land and shall be binding upon Refco 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 Kerry Downs, a subdivision of Inverness and shall not apply to any other land owned by Fletcher Properties of Alabama, Inc. and/or Refco even though such land may be contiguous with the land described above as Kerry Downs, a subdivision of Inverness.

IN WITNESS WHEREOF, Refco-Inverness, Inc., a corporation, has caused these Restrictions to be properly executed on the 21ST day of JULY, 1973, and recorded in Miscellaneous Book..... Page 86, in the Office of the Judge of Probate of Shelby County, Alabama.

ATTEST:
[Signature]
Secretary

REFCO-INVERNESS, INC.
By [Signature]
Its VICE PRESIDENT

STATE OF Alabama
COUNTY OF Cook

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I, Suzanne Vorsatz, a Notary Public in and for said County in said State hereby certify that Samuel Zell whose name as VICE President of Refco-Inverness, Inc., and H. Walker whose name as Secretary of Refco-Inverness, Inc., a corporation, are signed to the foregoing Restrictive Covenants, which apply to Kerry Downs, a subdivision of Inverness, as shown by the plat of Kerry Downs, a subdivision of Inverness, as recorded in Map Book..... Page..... in the Office of the Judge of Probate of Shelby County, Alabama, as prepared and certified to by..... Alabama Registration No. and who are known to me, acknowledged before me on this date that, being informed of the contents of the foregoing Restrictive Covenants, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 19 day of July, 1973.



[Signature]
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1973 JUL 13 AM 10:14
U.C. FILE NUMBER OR REC. NO. & PAGE AS SHOWN ABOVE
County Registrar
MORTGAGE DEPARTMENT

See plat title comment Misc. Blk. 268 7-13-73

86 PAGE 5 BOOK



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DECLARATION OF PROTECTIVE COVENANTS

STATE OF ALABAMA)
COUNTY OF SHELBY)

KERRY DOWNS, a
SUBDIVISION OF INVERNESS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Fletcher Properties of Alabama, Inc., an Alabama corporation (herein referred to as "FPA"), is the owner of certain lots and tracts of land known as Kerry Downs, a subdivision of Inverness (herein referred to as "Subdivision"), located in Shelby County, Alabama, as shown by the Plat of Kerry Downs, a subdivision of Inverness, as recorded in Map Book _____ Page _____ in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, FPA desires to subject said property and each lot 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.

NOW, THEREFORE, FPA 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 FPA 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 Kerry Downs, a subdivision of Inverness, and shall not apply to any other land owned by FPA even though such land may be contiguous with the land described above as 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 FPA 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 June 1, 1975, or until three-fourths (3/4) of the lots have been conveyed and houses constructed thereon, or until FPA elects to terminate its control of the Committee, whichever shall first occur. After terminating control of the Committee by FPA, as aforesaid, the then record owners of a majority of the lots 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 to it 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.

After all of the lots have been conveyed and houses constructed thereon, the powers, duties, authority and responsibilities of the Committee shall be assumed and exercised by the Homeowners' Association established in accordance with Article VI hereof.

The primary duty of the Committee shall be to examine and approve or disapprove all 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, 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, the roofs, any 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. Construction may not be started before 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.

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 plans submitted to the Committee shall be retained by the Committee. Said plans should be delivered to the general office of Inverness at least thirty (30) days prior to building loan application. 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 8" 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 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 this development to maintain itself with as many natural surfaces and textures as is possible. The following exterior materials, among others, are acceptable:

- (a) Brick in natural earth tones.
- (b) Vertical or horizontal wood siding, stained or bleached.
- (c) Stone.
- (d) Wood shakes or natural-colored asphalt shingles or slate roofing. White roofing of any material is not acceptable.
- (e) Stucco, in limited quantities in natural earth tones/paint.

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.

2.5.3 No window air conditioner shall face the front or the side of a residence.

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 roof or the back side of the chimney.

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. Blacktop is preferred and suggested for driveways.

2.5.10 Construction of the residential building is to be completed within two (2) years from the date of purchase of the lot, and completion of construction of the residence is expected within one (1) year from the date of beginning construction.

2.5.11 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 house 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.

2.5.12 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 under way so as to not unnecessarily damage trees.

2.5.13 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 inaccessibility.

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

2.5.15 There shall be no silver finish metal doors (including glass sliding doors) or windows of any kind; however, a factory painted or anodized finish may be used. The color of such finish shall be natural earth tones.

2.5.16 Plans for landscaping must be submitted to the Committee for approval. A minimum of \$500.00, excluding the cost of rough grading, must be allotted for landscaping of each lot. On corner lots, lots without trees and lots adjacent to the golf course, the landscaping allowance shall be increased to \$750.00.

2.5.17 No chain link fences may be used in front or side yards. All fences, including fences for back yards and swimming pools, must be approved by the Committee prior to construction.

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 must be approved by the Committee or its successors or assigns until June 1, 1978.

2.5.20 Improvements on any lake-front shoreline are specifically limited to a floating swimming dock no larger than 4' x 8'.

2.5.21 All lakes are specifically restricted in use to sailboats and boats with electric trolling motors.

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

2.5.23 No outside clothes lines shall be permitted.

2.5.24 No exterior liquid fuel storage containers of any kind shall be permitted.

The Architectural Control Committee reserves the right to change, alter, and add to the above regulations from time to time at its discretion.

2.6 Neither the Committee nor any architect nor agent thereof nor FPA shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

ARTICLE III

EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

SECTION 3.1 All lots in the Subdivision shall be known and described as residential lots and shall be used for single family residential purposes exclusively and no lot shall be subdivided so as to reduce the size of the lot. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family residence dwelling not to exceed two (2) stories or twenty-one (21) feet front plate height, or, on uphill lots, three (3) stories or twenty-eight (28) feet front plate height, and a private garage for not more than three (3) cars. This shall not prohibit the construction of one residence upon two (2) or more lots.

3.2 Every dwelling building erected on any lot, exclusive of one-story open porches, garages, carports and finished basements, shall have not less than 2,000 square feet of floor space, with a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas. The first or main floor area of each such dwelling building, exclusive of one-story open porches, garages, carports and finished basements, shall be not less than 2,000 square feet in the case of a one-story structure and not less than 1,000 square feet in the case of a one and one-half, two, two and one-half or three-story structure.

3.3 No more than a single family unit shall occupy any dwelling house.

ARTICLE IV

GENERAL PROHIBITIONS AND REQUIREMENTS

SECTION 4.1 It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

4.2 All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this item, FPA reserves for itself and its agents the right, after ten (10) days notice to any lot owner, to enter upon any residential lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of FPA or the Committee detracts from the overall beauty and safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. FPA may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. The provisions of this paragraph shall not be construed as an obligation on the part of FPA or the Committee to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

4.3 No animals, livestock or poultry of any kind or description except the usual household pets shall be kept on any lot, provided that no household pet may be kept on any lot for breeding or commercial purposes.