

873  
SEND TAX NOTICE TO:  
Mr. Jerry McWilliams  
Crawford, McWilliams, Hatcher Architects  
2101 Magnolia Avenue, Suite 100  
Birmingham, Alabama 35205

STATE OF ALABAMA )  
COUNTY OF SHELBY )

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Two Hundred Fifty Five Thousand Two Hundred Fifty Five and No/100 Dollars (\$255,255.00), and other good and valuable consideration, to the undersigned grantor, Metropolitan Life Insurance Company, a New York Corporation (the "Grantor") in hand paid by Inverness Center Realty, Inc. (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto said Grantee, its successors and assigns, that certain real estate situated in Shelby County, Alabama, and described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

This conveyance is subject to the following:

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1. Taxes for the year 1990, a lien but not yet due and payable.
  2. Mineral and mining rights not owned by Grantor.
  3. Any applicable zoning ordinances.
  4. Easements, rights-of-way, reservations, agreements, restrictions, and setback lines of record.
  5. Said property conveyed by this instrument is hereby subjected to the Declaration of Protective Covenants, attached hereto as Exhibit "B" and made a part hereof, and the Easements and Agreements set forth therein; provided, however, that if Grantor should re-acquire title to the property conveyed herein, such restrictions shall be null and void.
  6. Common Area Maintenance Agreement executed on even date.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has by its duly authorized officer set its signature and seal, this the 15<sup>th</sup> day of October, 1990.

METROPOLITAN LIFE INSURANCE COMPANY

By: Victor W. Turner W.F.R.  
Its: VICE PRESIDENT KBA

GRANTEE INVERNESS CENTER REALTY, INC.

By: [Signature]  
By: [Signature]  
By: [Signature]  
By: C. O. [Signature]

INVERNESS CENTER REALTY, INC.

Attn: Chervis Lham  
Berkeley  
1100 Financial Ctr  
A1 [Signature] AP

STATE OF GEORGIA)  
COUNTY OF DEKALB)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Walter H. Turner of Metropolitan Life Insurance Company, a New York corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 14th day of August, 1990.

Patricia A. Monahan  
Notary Public

My Commission Expires:

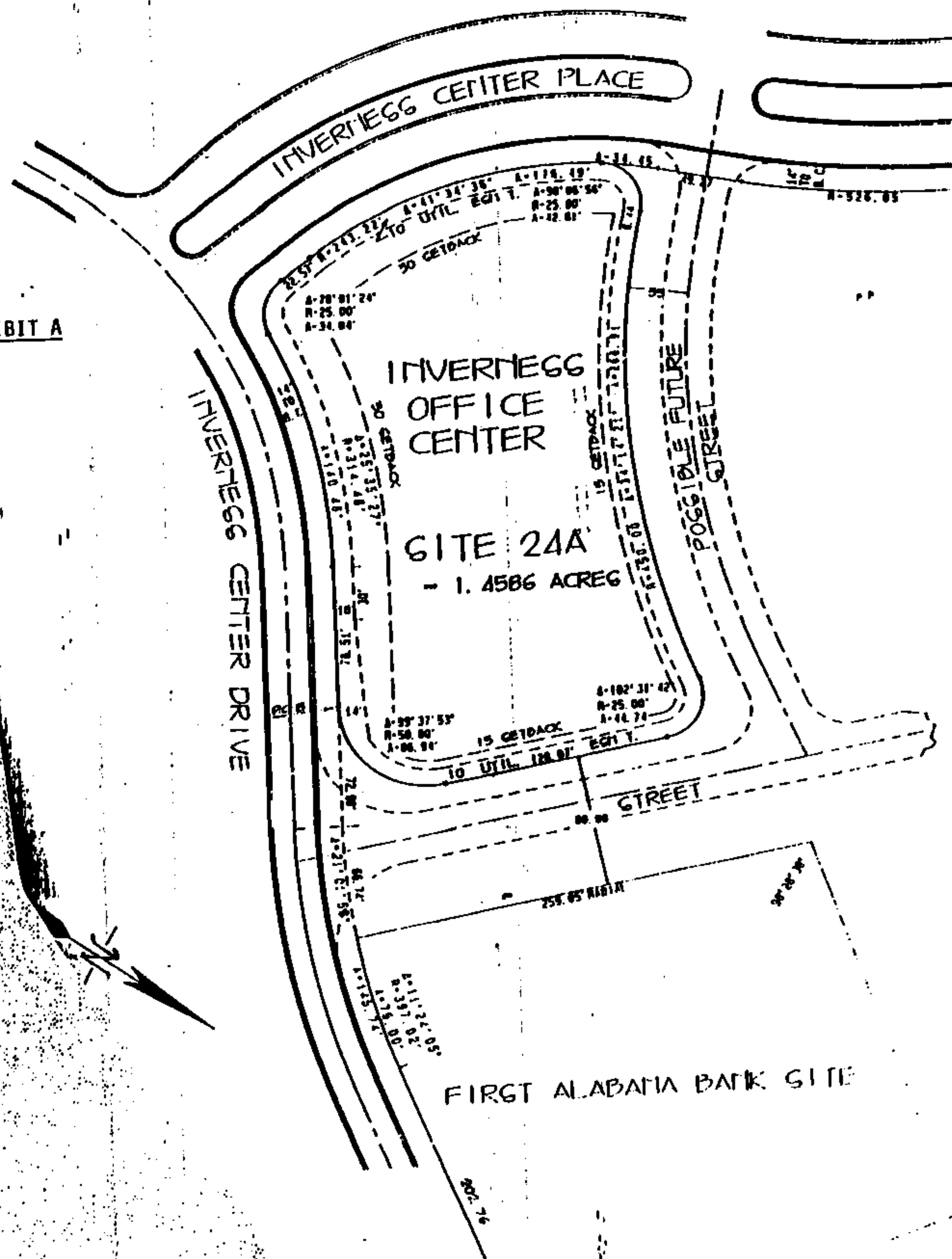
PATRICIA A. MONAHAN  
Notary Public, Fulton County, Georgia  
My Commission Expires March 8, 1993.

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EXHIBIT A

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BOOK



**EXHIBIT A (CONTINUED)**

STATE OF ALABAMA  
SHELBY COUNTY

I, David L. Waldrep, a Registered Land Surveyor in the State of Alabama hereby certify the hereon to be a true and correct map and survey of part of the Northeast 1/4 of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 36, and run North along the East line of same 2513.59 feet to a point on the Southwesterly Right of Way of U.S. Highway No. 200; thence left 60° 54' 50" and run Northwesterly along said Right of Way 49.82 feet to the Point of Curve of a curve to the right, having a radius of 2,915.42 feet and a central angle of 1° 56' 16"; thence run Northwesterly along said Right of Way and arc of said curve 98.60 feet to a Point on Curve at an intersection with the Northwesterly Right of Way of Inverness Center Drive; thence left 88° 00' 37" from the tangent of said Point on curve and run Southwesterly along said Northwesterly Right of Way of Inverness Center Drive 202.76 feet to the Point of Curve of a curve to the right, having a radius of 392.02 feet and a central angle of 21° 01' 58"; thence continue Southwesterly along said Right of Way and arc of said curve 145.74 feet to the Point of tangent; thence continue Southwesterly along said Right of Way 72.80 feet to the Point of Beginning of herein described parcel; thence continue Southwesterly along said Right of Way 70.51 feet to the Point of Curve of a curve to the left, having a radius of 314.48 and a central angle of 25° 35' 27"; thence continue Southwesterly along said Right of Way and arc of said curve 140.46 feet to a Point of Reverse Curve of a curve to the right, having a radius of 25.00 feet and a central angle of 78° 01' 24"; thence run Southwesterly along said Right of Way and arc of said curve 34.04 feet to the Point of tangent, said point being on the Northeast-erly Right of Way of Inverness Center Place; thence run West along said Right of Way 21.57 feet to the Point of Curve of a curve to the right, having a radius of 243.22 feet and a central angle of 41° 34' 38"; thence run North-westerly along said Right of Way and arc of said curve 178.49 feet to a Point of Compound Curve of a curve to the right, having a radius of 25.00 feet and a central angle of 98° 08' 55"; thence run Northwesterly along said Right of Way and arc of said curve 42.81 feet to the Point of tangent, said point being on the Southeast-erly Right of Way of a possible future street; thence run Northeast-erly along said Right of Way 0.44 feet to the Point of Curve of a curve to the left, having a radius of 450.00 feet and a central angle of 34° 14' 21"; thence run Northeast-erly along said Right of Way and arc of said curve 268.91 feet to a Point of Compound Curve of a curve to the right, having a radius of 25.00 feet and a central angle of 102° 31' 42"; thence run Northeast-erly along said Right of Way and arc of said curve 44.74 feet to the Point of tangent, said point being on the Southwesterly Right of Way of an 80 foot street; thence run southeasterly along said Right of Way 128.07 feet to the Point of Curve of a curve to the right, having a radius of 50.00 feet and a central angle of 99° 37' 53"; thence run Southeasterly to Southwesterly along said Right of Way and arc of said curve 86.94 feet to the Point of tangent and the Point of Beginning. Contains 1.4586 Acres.

I further certify that there are no encroachments from adjacent properties; that there are no Rights of Way or easements on or across said property other than shown; that I have consulted the Federal Emergency Management Agency Flood Hazard Boundary Map, and found the property hereon to be in Zone "C", and not in a flood hazard area, according to Panel # 010217 05008 effective date, February 17, 1982.

According to my survey, this the 7th day of June, 1990



*David L. Waldrep*  
DAVID L. WALDREP ALA. L.S. REG. • 14982

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## EXHIBIT B

This EXHIBIT B is attached to and by reference made a part of that certain Statutory Warranty Deed dated October 15, 1990, from METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation (hereinafter referred to as "Grantor" or "Developer") to INVERNESS CENTER REALTY, INC. (hereinafter referred to as "Grantee").

### DECLARATION OF PROTECTIVE COVENANTS

Grantor hereby reserves, for the benefit of those properties which presently are, or hereafter may be designated as part of "Inverness Center", and Grantor and Grantee hereby covenant and agree that the conveyance herein of the property and the estates granted by the within and foregoing statutory warranty deed (hereinafter "Property") is subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following Covenants and Restrictions, which shall run with the land and shall be binding upon Grantee, the heirs, legal representatives, successors and assigns of Grantee, and 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.

### ARTICLE I

#### COMMENCEMENT OF CONSTRUCTION

1.1 Time of Commencement. Grantee shall commence construction on the Property of an office building (hereinafter "Building"), to be used for the purposes set forth in Article II, within eighteen (18) months from the date of execution of the within and foregoing statutory warranty deed.

1.2 Plans. Grantee hereby agrees that construction of the Building shall conform with the exterior plans and appearance specifications, if any, approved by Developer in the manner provided in ARTICLE II hereinbelow.

1.3 Inverness Center. The Property conveyed by the within and foregoing statutory warranty deed are hereby declared to be and are designated as part of Inverness Center.

### ARTICLE II

#### PERMITTED USES. PLAN APPROVAL

2.1 Permitted Uses. The Building or Buildings to be constructed on the Property shall be so constructed and used only for the following purposes:

2.1.1 Public Buildings

2.1.2 Professional offices, occupied by physicians, surgeons, dentists, attorneys, architects, engineers, and other similar professions.

2.1.3 Business offices used exclusively for office purposes or other compatible uses; provided, however, that the following uses shall not be permitted: any office, business or establishment wherein retail or wholesale trade or business is conducted or wherein any commodities, merchandise or products are stored, handled, conveyed, sold or otherwise disposed of.

2.1.4 Other compatible uses as may be approved in writing by Grantor.

2.1.5 Any use hereunder shall comply with all laws, ordinances, rules, regulations and requirements of any governmental authority or agency having jurisdiction over the Property, including those relating to the use, maintenance, storage and disposal of "hazardous substances" (as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act, and the rules and regulations promulgated pursuant thereto, as may be amended from time to time), contaminants, oil, radioactive or other materials, the removal of which is required or the maintenance of which is prohibited, penalized or regulated by any governmental unit.

2.2 Quality of Appearance. The exterior of the Building and the site development on the Property will be planned and constructed to a level of quality and appearance equal to or better than other office buildings in Inverness Center. The exterior appearance of the Building and the site development on the Property shall be compatible with the existing appearances and site development schemes of other office buildings and tracts within Inverness Center. All utilities serving the Property or the Building or both shall be underground except for temporary utilities for construction purposes and Grantee shall pay any additional costs to any utility company for such underground service; all exterior signs placed on the Property or the Building shall conform to those types of signs presently in use in Inverness Center and the Inverness common area.

2.3 Plan Approval. Construction of the Building or site development of the Property shall not commence unless and until Grantee has obtained from Developer, in the manner set forth hereinbelow, Developer's unqualified and unconditional approval, such approval not to be unreasonably withheld, of any and all preliminary and final exterior plans and appearance specifications, as hereinafter described, relating to such construction of the Building and site development on the Property, including without limitation, plans and specifications for the exterior of the Building, for the parking areas, for driveways, for lighting, for ingress and egress



designs, for signs to be placed on the exterior of the Building or on the Property, including color, location, nature and size, for landscaping, and for all other items relating to the exterior appearance of the Building and the site development on the Property. THE SCOPE OF REVIEW BY THE DEVELOPER 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 Developer, a copy of which must be signed by the Builder, or Owner, and returned to the Developer for retention, is strictly prohibited. All such plans and specifications shall be submitted to Developer for Developer's review and approval or disapproval in the following manner:

2.3.1 Preliminary Plans and Specifications. Grantee will submit to Developer, for Developer's review and approval or disapproval, preliminary plans of the exterior of the Building and for lighting; a perspective of the Building; specifications for exterior materials of the Building; and a site plan of the Property showing all proposed improvements, grades, curbs, curb cuts, landscaping, lighting, and location of exterior signs. Within ten (10) days from the date Developer receives all such preliminary plans and specifications, Developer will give Grantee written notice of Developer's approval or disapproval thereof. If such notice is not so given within such period of time, Developer shall be deemed to have approved such preliminary plans and specifications. Any approval by Developer, whether actual or implied, of such preliminary plans or specifications or both shall in no event obligate Developer to approve the final plans and specifications.

2.3.2 Final Plans and Specifications. Grantee will submit to Developer, for Developer's review and approval or disapproval, final plans and specifications which shall include, without limitation, working drawings of the exterior of the Building, final specifications of exterior materials of the Building, working drawings of all improvements to the Property exterior to the Building, detailed landscaping plans, and detailed plans for exterior signs and for lighting. Within ten (10) days from the date Developer receives all such final plans and specifications, Developer will give Grantee written notice of Developer's approval or disapproval thereof. If such notice is not so given within such period of time, Developer shall be deemed to have approved such final plans and specifications. The construction of the Building and the development of the site shall be in strict compliance with said final plans and specifications submitted to and approved by Developer, if any.

2.4 Additional Construction. From and after the time the Building is completed in accordance with the provisions of Sections 2.1 through 2.3, or otherwise completed, Grantee will not construct any additional building or buildings on the Property for any purpose other than for providing office space for Grantee or for any corporation or business entity at least fifty percent (50%) of which is owned by Grantee. In the event Grantee so desires to construct an additional building or buildings on the Property for such purpose, Grantee shall not commence construction of such additional building or buildings until Grantee has obtained Developer's approval of preliminary and final plans and specifications for the exterior of such additional building or buildings and for site development of the Property in connection therewith in the same manner as is set forth in Section 2.3 for the approval of preliminary and final plans and specifications relating to the Building and to site development of the Property at the time of initial construction of the Building.

2.5 Modifications to Building. Any material modifications of the exterior of the Building or of any portion of the interior of the Building which would affect the exterior appearance of the Building or of any portion of the Building or of the site development of the Property which are proposed by Grantee subsequent to Developer's approval of the final plans and specifications in accordance with Section 2.3 will be in character with the final plans and specifications so approved by Developer and compatible with the architecture of other structures and with the site development (including, without limitation, signs, driveways, curbs, and landscaping) of similar buildings and tracts in Inverness Center. Grantee shall make no such modification unless and until Grantee first obtains Developer's approval of preliminary and final plans and specifications therefor. Developer's approval of such preliminary and final plans and specifications shall be obtained in the same manner set forth in Section 2.3.

2.6 Signs. Any exterior sign approved by Developer at any time will conform to the standard of exterior signs at Inverness Center and the Inverness common area and no modification of or addition to any exterior sign approved by Developer shall be made unless and until Grantee first obtains Developer's approval therefor in the manner provided in Section 2.3.

2.7 Disapproval of Plans. In the event Developer ever disapproves any preliminary or final plans or specifications of the Building or of an additional building or buildings or of any modification of the Building or of the site development, or disapproves any other plans or specifications required to be



submitted by Sections 2.3 through 2.6, Developer shall specify in detail those objections which Developer may have to same. The factors which Developer may consider in determining the approval or disapproval of any preliminary and final plans and specifications may include, but shall not be limited to, the following:

2.7.1 Building and architectural standards concerning the exterior of the Building and all improvements exterior thereto;

2.7.2 Aesthetics (including design, appearance, color, size, location, finish, lighting, proportions and graphics of signage);

2.7.3 Exterior or exposed materials;

2.7.4 Site layout (including location of and traffic flow through proposed points of ingress and egress); and

2.7.5 Compatibility (including architectural, signage, and landscaping) with existing improvements and property contained within Inverness Center.

2.7.6 If Developer shall disapprove the Final Plans and the parties are unable to agree upon such Final Plans, Grantee shall either amend said plans to meet Developer's reasonable objections, or Developer may, at its option, elect to repurchase the Property in its unimproved original state at the purchase price paid for same plus twelve percent (12%) interest.

2.7.7 If Developer repurchases the Property;

(a) The purchase price shall be the same price Grantee paid for the property plus twelve percent (12%) interest to the date of closing.

(b) The closing of the repurchase shall take place within thirty (30) days at a time and place in Birmingham, Alabama, designated by Developer by written notice to Grantee at least five (5) business days prior thereto.

(c) At closing, the purchase price (as provided in Paragraph 2.7.7a above) shall be paid by Developer to Grantee in immediately available funds (including, without limitation, a cashier's check).

(d) At closing, Developer shall deliver to Grantee a Statutory Warranty Deed, duly executed by Developer, conveying good and marketable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to the exceptions contained herein affecting the Property.

(e) At closing, all real property and ad valorem taxes and other taxes and assessments levied upon or assessed against the Property for the year in which the closing occurs shall be prorated as of the closing date.

(f) Grantee will deliver exclusive possession of the Property on the closing date.

## ARTICLE IV

### MAINTENANCE

4.1 Maintenance of Property. Before such construction of the Building is commenced, during such construction, and after such construction is completed, the Property shall be kept grassed, mowed, and otherwise maintained by Grantee in an attractive appearance and to a level of quality equal to or better than maintenance of other sites or common areas maintained by Developer throughout Inverness Center. In the event Grantee fails to keep the Property so grassed, mowed, and maintained, Developer, its representatives, agents, or employees shall have the right, after seven (7) days' notice to Grantee, to enter onto the Property at reasonable times and perform all work needed or desired in order to maintain the Property in the manner provided. Such entrance upon the Property for such purposes shall not be a trespass. Grantee hereby agrees to pay Developer such costs and expenses as Developer shall incur by so acting to maintain the Property within ten (10) days from the receipt by Grantee of a statement from Developer for any such work.

4.2 Maintenance During Construction. The following provisions shall be observed:

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

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

4.2.3 During construction, all vehicles, including those delivering supplies, must enter the building site only at places approved by the Developer and such vehicles must be parked on the building lot where the construction is under way so as to not unnecessarily damage trees.

## ARTICLE V

### RIGHT OF REPURCHASE

5.1 Failure to Begin Construction. In addition to all other rights and remedies for breach of these Restrictions, in the event the time period set out in Section 1.1 is not fully complied with, Developer shall have the right, but not the obligation, to repurchase the Property for an amount not to exceed the purchase price paid Developer for the Property, without interest.

5.2 Resale. In the event the Grantee desires to convey the Property prior to the expiration of eighteen (18) months after the purchase from Developer, and in the further event that the Grantee has not begun construction of the Building

2.7.8 If Developer fails to close any repurchase of the Property after electing to repurchase same, the Property may be used for any proposed use, and improved and developed in accordance with Final Plans therefore submitted to Developer and disapproved by Developer, and such proposed use or uses and Final Plans shall be deemed to have been approved by Developer.

2.8 Drainage Provisions. The following provisions shall apply to drainage:

2.8.1 In connection with the construction of the Building and of any modifications thereof and of any additional buildings and with the site development of the Property, Grantee shall make such provision for drainage of the Property affected by such construction and development as is satisfactory to Developer and to any appropriate county, municipal, or other governmental agencies having authority over such construction and development. Further, Grantee hereby covenants and agrees to hold Developer harmless against any and all loss, cost, damage, or injury which Developer shall ever suffer or endure because of Grantee's failure to make adequate provision for drainage of the Property after said proposed construction and development.

2.8.2 Existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent lot or lots.

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

2.8.4 Drainage flow shall not be obstructed or be diverted from drainage swales, storm sewers and/or utility easements as designated herein, or as may hereafter appear as a matter of record.

### ARTICLE III

#### REPAIR OF DAMAGE; INDEMNITY

3.1 Grantee shall repair, restore, or replace, as Developer shall direct, any property, whether personal or real, by whomever owned, which is damaged, destroyed, or injured in any way by Grantee, its agents, representatives, designees, employees, or successors or assigns, in connection with the construction of the Building or the site development on the Property, including, without limitation, any right-of-way curbs, median curbs, signs, or pavement in the rights-of-way of dedicated or undedicated roads within Inverness; and Grantee hereby agrees to indemnify and hold Developer harmless from any and all liabilities, claims, and losses resulting from or arising in connection with any such damage, destruction, or injury.

thereon, Developer shall have and retains the option to purchase the Property for an amount not to exceed the purchase price paid to Developer for the Property, without interest. Grantee shall give Developer written notice of Grantee's desire to sell the Property and Developer shall have thirty (30) days after receipt thereof to give notice to Grantee of its intent to repurchase.

5.3 Time to Repurchase. In the event Developer, in its sole election and at its sole discretion, so elects to repurchase the Property under the provisions of Section 5.1, Developer shall give Grantee written notice of such election so to repurchase within thirty (30) days after the date which is eighteen (18) months from the date hereof. If Developer does not so notify Grantee within such thirty (30) day period, Developer shall be deemed to have waived its right of repurchase under Section 5.1. In the event Developer declines to exercise its right of repurchase under Section 5.1., or fails to notify Grantee within such thirty (30) day period, then Grantee shall be free to construct on the Property such office building as shall be compatible with other buildings in Inverness Center and the surrounding the Inverness common area and shall be free to choose such site development plan as shall be compatible with other portions of said surrounding Inverness common area, subject to the provisions of Article II. In the event Developer gives notice of intent to repurchase pursuant to Sections 5.1 or 5.2 to Grantee within the applicable thirty (30) day period, the closing of the repurchase by Developer shall be consummated within sixty (60) days of the date Grantee receives such notice at a time and a place to be selected by Developer.

5.4 Deed. If the Developer elects to repurchase pursuant to Sections 5.1 or 5.2, Grantee shall reconvey good and marketable fee simple title in and to the Property, subject only to the Permitted Items recorded in the within and foregoing statutory warranty deed, to Developer by statutory warranty deed in the form of the within and foregoing statutory warranty deed.

## ARTICLE VI

### GENERAL RESTRICTIONS

6.1 Nuisances. No noxious, offensive, or illegal activities shall be carried on upon any parcel nor shall anything be done on any parcel which may be or may become an annoyance or nuisance to the Inverness area.

6.2 Mining, etc.. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon the Property and no derrick or other structure designed for use in boring for oil or natural gas shall be erected,

maintained, or permitted on the Property; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on the Property.

6.3 Antennas. All outside radio and television antennas shall be approved by Developer in accordance with Article II herein.

6.4 Trash. No trash, garbage, or other refuse shall be dumped, stored, or accumulated on the Property. Trash, garbage or other waste shall not be kept on the Property, except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Developer as not to be visible from any road or lake within sight distance of the parcel at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted.

6.5 Subdivision. The Property shall not be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise without the express written consent of Developer.

6.6 Future Driveways. It is understood that Developer may construct future roads, streets or driveways along or adjacent to the Property to serve future buildings or development generally to the North and West of the Property. In no event shall Grantee be entitled to a future curb cut along such future road, street or driveway as Developer may construct between Grantee's Property and the property shown as "First Alabama Bank Site" on the foregoing Exhibit "A". Grantee shall be entitled to a curb cut along such future road, street or driveway that Developer may construct which runs from Inverness Center Place along and adjacent to the West/Northwest property line of Grantee's Property, provided that (i) Grantee, its successors or assigns shall agree at such time to share in the costs and expenses of Developer in constructing such road, street or driveway by such method of allocation that is mutually acceptable to Developer and Grantee, and (ii) the location of such curb cut shall be approved by Developer in accordance with the provisions of Article II. Nothing contained herein shall require or obligate Developer to construct such future roads, streets or driveways or to align such future roads, streets or driveways as shown in the foregoing Exhibit "A".

#### ARTICLE VII

#### ENFORCEMENT

7.1 In the event of a violation or breach of any of these restrictions, or any amendments thereto by any property owner, or agent of such owner, Developer, its successors and assigns, 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 charges, 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 any 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 difference violation. DEVELOPER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ANY DELAY OR FAILURE TO ENFORCE OR SEEK TO ENFORCE ANY VIOLATION OR BREACH OF ANY OF THESE RESTRICTIONS OR AMENDMENTS THERETO.

#### ARTICLE VIII

##### DURATION AND AMENDMENT

8.1 The Restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of Developer and any owner of property which presently is, or may hereafter be designated as part of Inverness Center, their respective legal representatives, heirs, successors and assigns for a period of twenty (20) years (the "Restriction Period") from the date hereof, unless waived in writing by Grantor.

#### ARTICLE IX

##### RECIPROCAL NEGATIVE EASEMENTS

9.1 Developer and Grantee covenant and agree that the hereinabove provided restrictions shall not encumber or restrict or burden, either as reciprocal negative easements or as implied covenants or as restrictive covenants or as equitable servitudes or as any other right or interest or claim, any other properties owned in part or entirely by Grantor and which may benefit from the hereinabove provided restrictions, it being the intention of Developer and Grantee that only the Property shall be restricted thereby. Developer hereby expresses its general intent to use these same restrictions, as they may be modified, on other property in Inverness Center, as it may be specifically designated by deed as such from time to time.

#### ARTICLE X

##### SEVERABILITY

10.1 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 instrument shall in no way affect any of the other restrictions which shall remain in full force and effect.

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1. Deed Tax	\$ 1.50
2. Lying Tax	\$ 0.00
3. Recording Fee	\$ 31.80
4. Indexing Fee	\$ 3.80
5. No Tax Fee	\$ 0.00
6. Certified Copy	\$ 1.00
Total	\$ 42.10

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

90 OCT 15 PM 4:31

*see Mtg 3/4-385*  
JUDGE OF PROBATE