

STATE OF ALABAMA}  
COUNTY OF SHELBY}

### LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That in consideration of One Million Dollars (\$1,000,000.00), and other good and valuable consideration, to the undersigned grantor, METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation (the "Grantor") in hand paid by HOMES & LAND, INC., an Alabama corporation (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 reference made a part hereof (hereinafter referred to as the "Property").

This conveyance is subject to the following:

1. Taxes for the year 2000, a lien but not yet due and payable.
2. Mineral and mining rights not owned by the 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.

Inst # 2000-01846

01/18/2000-01846  
10:33 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

ONLY C31

67.00

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 10<sup>th</sup> day of December, 1999.

GRANTOR:

METROPOLITAN LIFE INSURANCE COMPANY

By: [Signature]

Vice President

Its: \_\_\_\_\_

STATE OF GEORGIA}  
COUNTY OF FULTON}

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert R. Merck 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 this 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 10<sup>th</sup> day of December, 1999.

Kathleen O'Grady  
Notary Public

Commission Expires 3/15/2003

[SEAL]

GRANTEE:

HOMES & LAND, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ALABAMA}  
SHELBY COUNTY}

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Sam W. Bennett whose name as President of HOMES & LAND, INC., an Alabama 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 this instrument, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 14th day of December, 1999.

\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES MAY 21, 2000

[SEAL]

# EXHIBIT A

**1 OF 2**

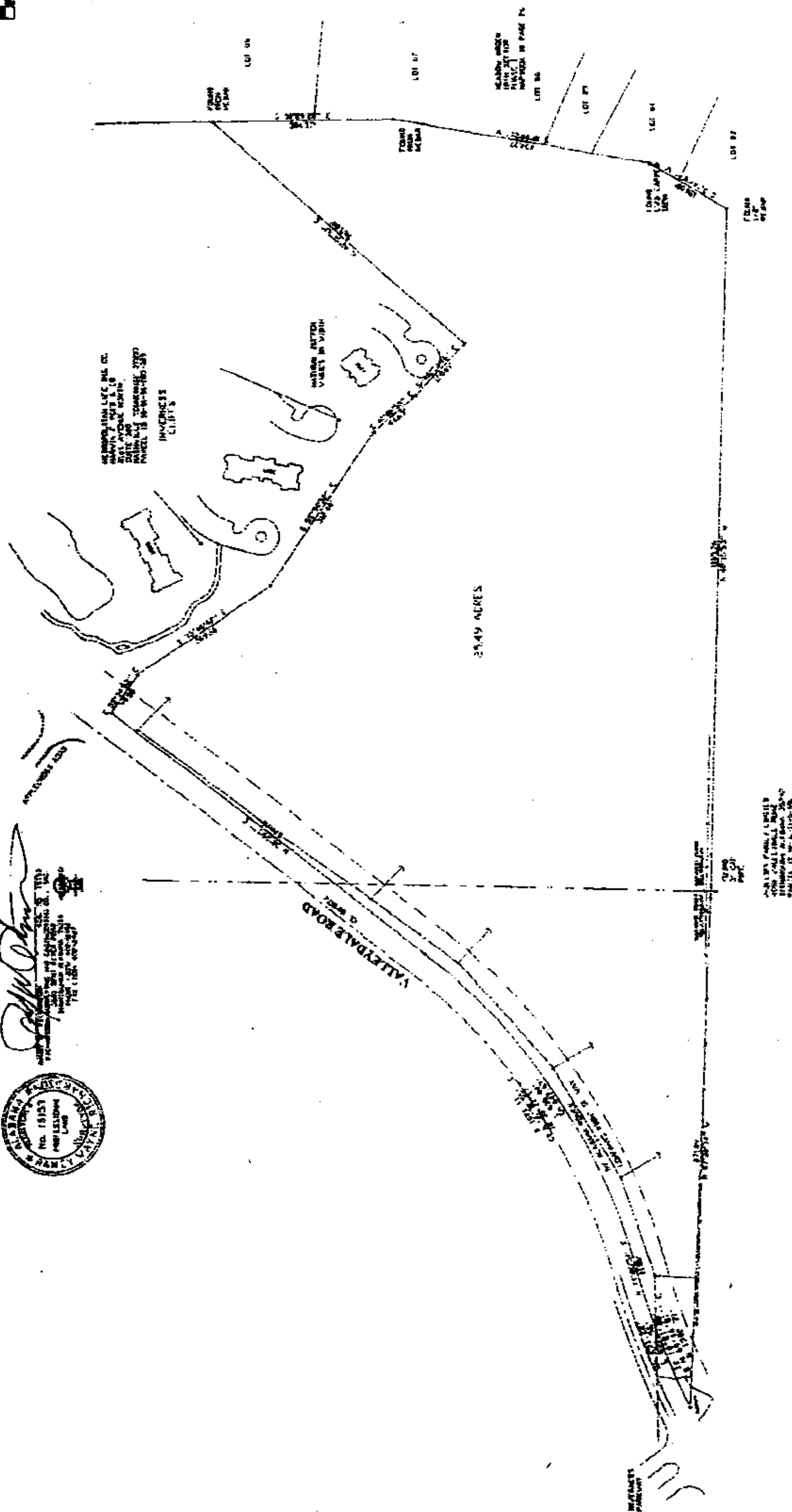
ALBUQUERQUE  
MAY 17 1964

[illegible]

**From the 1st day of December 1958**

*[Signature]*

Scale 1" = 100'



STATE OF ALABAMA  
SHELBY COUNTY

I, Randy W. Richardson, do hereby state that the following is a true and correct map or plat of my survey of a part of the Southeast quarter of the Southeast quarter of Section 2, Township 19 South, Range 2 West, and a part of the Southwest quarter of the Southwest quarter of Section 1, Township 19 South, Range 2 West, Shelby County Alabama. Being more particularly described as follows:

Beginning at the Southeast corner Section 2, Township 19 South, Range 2 West; Thence N 87°20'34" W a distance of 871.09' to a point around a curve to the right through a central angle of 10°21'06" on an arc distance of 251.56' a chord bearing of N 69°16'01" E a distance of 251.22' to a point; Thence N 74°26'34" E a distance of 11.08' to a point around a curve to the left through a central angle of 35°47'17" on an arc distance of 638.00' a chord bearing of N 56°32'55" E a distance of 627.67' to a point; Thence N 38°39'17" E a distance of 670.72' to a point; Thence S 55°34'52" E a distance of 79.55' to a point; Thence S 33°46'47" E a distance of 269.26' to a point; Thence S 55°34'52" E a distance of 312.46' to a point; Thence S 41°06'53" E a distance of 94.63' to a point; Thence S 46°54'16" E a distance of 120.00' to a point; Thence N 41°51'37" E a distance of 565.00' to a point; Thence S 00°29'28" E a distance of 304.37' to a point; Thence S 10°09'21" W a distance of 434.37' to a point; Thence S 31°44'07" W a distance of 150.00' to a point; Thence N 88°15'53" W a distance of 1165.76' to a point; to the Point of Beginning

Containing 1110398.11 square feet or 25.49 acres more or less.

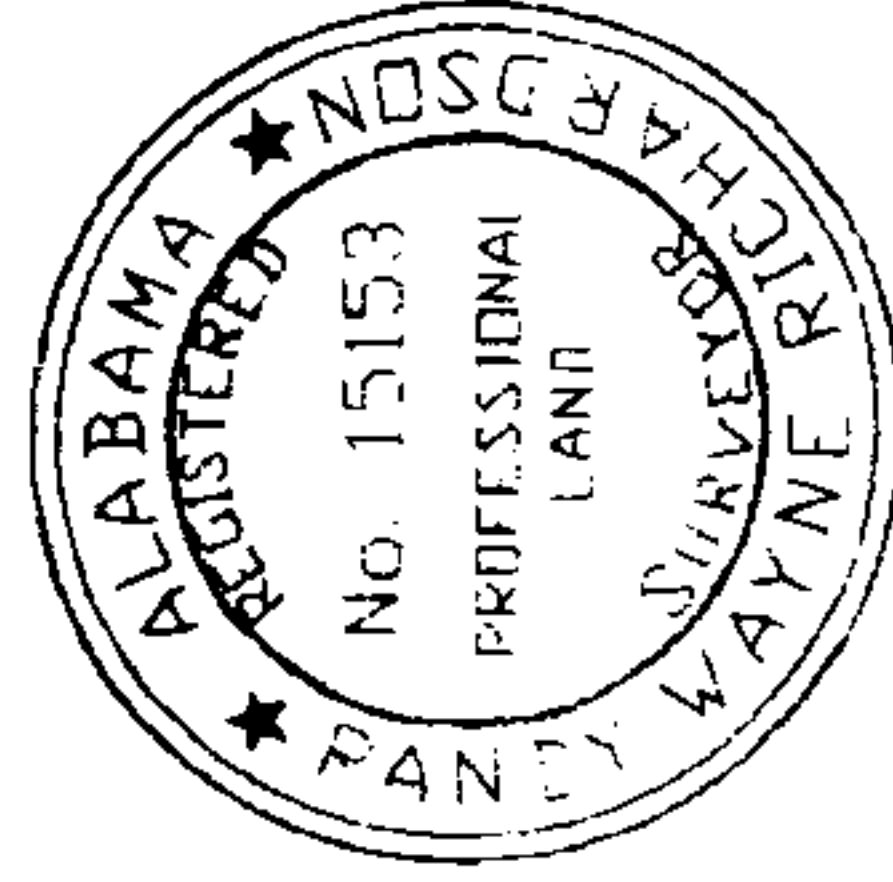
I, further state that said property is within the lines of same and there are no right of ways, easements or encroachments over or across said property visible to me or known to exist, except as shown on my survey.

I, hereby state that all parts of this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for the practice of land surveying in the State of Alabama.

This is to certify that I have consulted the Federal Insurance Flood Hazard Maps and found that the above property is located in flood zone C according to community panel 010191 0045 B, Shelby County.

Effective Date 9-16-82.

This the 8th day of December 1999.



RANDY W. RICHARDSON  
RICHARDSON SURVEYING AND ENGINEERING CO., INC.  
3503 BENT RIVER ROAD  
BIRMINGHAM ALABAMA 35216  
PHONE (205) 402-2488  
FAX (205) 402-2487





## **EXHIBIT B**

This EXHIBIT B is attached to and by reference made a part of that certain Limited Warranty Deed dated December 14, 1999, METROPOLITAN LIFE INSURANCE COMPANY, INC., a New York corporation (hereinafter referred to as "Grantor") to HOMES & LAND, INC., an Alabama corporation, (hereinafter referred to as "Developer").

### **DECLARATION OF PROTECTIVE COVENANTS**

Developer desires to develop this property and the estates granted by the within and foregoing Limited Warranty Deed (hereinafter "Property") as a subdivision of Inverness (herein referred to as the "Subdivision"), located in Shelby County, Alabama. Grantor and Developer do hereby proclaim, publish and declare that the Property and all of said Lots in 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 the Property described in Exhibit A and shall not apply to any other land owned by Grantor, even though such land may be contiguous with the land described in Exhibit A.

## **ARTICLE I**

### **MUTUALITY OF BENEFIT AND OBLIGATION**

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**

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 Grantor reserves the right to appoint the initial and successor members of the Committee, one (1) member of which shall be a representative of Developer, and none of whom need to be an owner of a Lot in the Subdivision, until December 31, 2011, or until Grantor elects to terminate its control of the Committee, whichever shall first occur. After terminating control of the Committee by Grantor, as aforesaid, then the master homeowners association ("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.

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 Plat Approval.** Any and all preliminary and final subdivision plats, maps or any other such surveys prepared for the purpose of recording the Subdivision in any Map Book in the office of the Judge of Probate of Shelby County, Alabama, or for placing the Subdivision on record with any other governmental authority or agency having jurisdiction over the Property or the Subdivision, shall be subject to and shall require the approval in writing, of the Committee before being submitted to the City of Hoover for approval or before being placed of record in any manner.

**2.4 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



Developer or Lot owner, as appropriate, and returned to the Committee for retention, is strictly prohibited.

**2.5 Review Documents.** One set of prints of the drawings and specifications (herein referred to as "plans") for each different type of dwelling unit or other structure proposed to be constructed on the Lots 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 thirty (30) days prior to the date construction is scheduled to commence. Each such plan must include the following:

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

2.5.2 All plans must take into consideration the particular topographic and vegetative characteristics of the Lot or Lots involved.

2.5.3 The site grading plan shall provide sufficient detail so as to enable the Committee to relate to finished grade conditions around the proposed structures.

2.5.4 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.

2.5.5 The site plan shall show all outlines, setbacks, tree save areas, 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.

2.5.6 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(s) is approved, the dwelling units or other structures must be staked out and such siting approved by the Committee before tree cutting, clearing or

grading is done. No tree may be cut or removed until both the plan and the siting are approved by the Committee.

## **2.6 Design Criteria, Structure.**

2.6.1 It is the intent of the Grantor and Developer that the Subdivision 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) Stucco or Dryvit or similar synthetic stucco exterior systems;
- (d) Natural-colored asphalt shingles or slate roofing. White roofing of any material is not acceptable;
- (e) Paint, in natural colors or earthtones.

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.

2.6.2 Garages shall not have permanently opened entrances and shall have electric automatic door closers.

2.6.3 No window-mounted air conditioning units shall be allowed.

2.6.4 Electrical distribution shall be underground and no overhead wiring (electrical, telephone, cable or otherwise) shall be permitted, except for temporary utilities for construction purposes.

2.6.5 No exterior radio or television antennas or satellite dishes shall be allowed.

2.6.6 All plumbing, heating and exhaust ventilation piping or other equipment shall be located on the rear of the dwelling roofs, or in other inconspicuous places and shall be painted in such a way as to match the roof color or the color of adjoining materials.

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

2.6.8 Concrete paving is preferred and suggested for driveway surfaces. Where possible, brick or stone walkways are encouraged.

2.6.9 All chimneys shall have finished caps of the basic exterior finish material or a fabricated metal cap of a color and finish to match the basic exterior finish material.

2.6.10 No exposed metal areas of the dwelling structures or related equipment shall be of a reflective or silver finish and all such metal shall be of either a factory painted finish or a dark anodized finish which blends with adjoining areas.

2.6.11 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.

2.6.12 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.

2.6.13 During construction, Developer must keep homes and garages clean and yards cut.

2.6.14 Chain link or wire type fences of any type may not be used for any purpose. Any fencing used in or about the dwelling units shall be of brick, stone and/or ornamental Iron type construction.

2.6.15 No outside clotheslines shall be allowed.

2.6.16 There shall be no signs nailed to trees at any time.

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

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

2.6.19 Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots.

2.6.20 There shall be no detached auxiliary structures, or other types of exterior unconnected structures which are of a temporary nature, including, but not limited to, storage sheds, trailers or tents. Dog houses shall be permitted, but shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Committee so as not to be visible from any street.

**2.7 Limits of Liability.** Neither the Committee, nor any architect nor agent thereof, 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. It is specifically agreed that 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. Neither the Committee nor any member thereof shall be liable to any Lot owner for any action taken or omitted to be taken by the Committee or the individual members thereof in the performance of their respective duties hereunder.

### **ARTICLE III**

#### **EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS**

3.1 All Lots in the Subdivision shall be known and described as residential Lots and shall be used for detached single family dwellings of a garden home nature. No structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one detached single family garden home dwelling not to exceed three (3) stories, including the basement as a story, and a private garage for not more than three (3) cars.

3.2 All dwellings must be built within the setback lines as shown on Exhibit "A".



## **ARTICLE IV**

### **GENERAL PROHIBITIONS AND REQUIREMENTS**

**4.1** It shall be the responsibility of each Lot owner to prevent the development of any unclean, unsightly or unkempt 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, Grantor reserves for itself, its agents and the Committee 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 the Grantor 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. Grantor or the Committee 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 Grantor or the Committee to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. Also, all maintenance for the common area of the Subdivision will be the responsibility of the property owners within the Subdivision. Such common areas shall include, but not be limited to, the shoulders and rights-of-way along those portions of the street known as Valleydale Road which adjoins the Subdivision.

**4.3** No animals, livestock or poultry of any kind or description except the usual household pets shall be kept on any Lot; provided, however, that no household pet may be kept on any Lot, for breeding or commercial purposes; provided further, that any household pets must be kept on a leash when permitted to be outside.

4.4 No noxious, offensive or illegal activities shall be carried on upon any Lot nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood. No commercial activity shall be allowed on any Lot.

4.5 No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

4.6 No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot. Trash, garbage or other waste shall not be kept, on any Lot 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 Committee so as not to be visible from any street at any time, except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

4.7 All signs, billboards or advertising structures of any kind are prohibited except Developer and contractor signs during construction periods and except one professional sign per Lot of not more than six square feet to advertise property for sale during sales period. No sign is permitted to be nailed or attached to trees.

4.8 Any dwelling or other structure on any Lot in the Subdivision which may be destroyed in whole or in part for any reason must be rebuilt within one (1) year. All debris must be removed and the Lot restored to a sightly condition with reasonable promptness, provided that in no event shall such debris remain on any Lot longer than thirty (30) days.

4.9 No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed between the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line

limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight-lines. Any such tree of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Committee and approval by the appropriate city, county or state.

**4.10** No boat, boat trailer, house trailer, camper or similar equipment or vehicle shall be parked or stored on any road, street, driveway, yard or Lot located in the Subdivision for any period of time in excess of 24 hours except in garages. Also, no unkept or otherwise unattractive vehicle or piece of equipment may be parked or stored on any road, street, driveway, yard or Lot except in garages.

**4.11** There shall be no discharging of any type firearm or other weapon in the Subdivision or any other area of the Inverness community.

## **ARTICLE V**

### **EASEMENTS**

**5.1** Residential landscaping should enhance the privacy of the dwelling units; however, it is the intent of the community to maintain the greenbelt and common property areas without strict definition of property lines, and it is hoped that the resident owners will adhere to this intent. It is intended that the natural ground cover of the land can weave throughout the residential development without being impeded by Lots totally planted in grass without recognition of the natural elements of the land.

**5.2** An easement shall be granted and is hereby reserved for the Developer herein and its successors and assigns the right to use, dedicate and/or convey to the State of Alabama, to Shelby County, to the City of Hoover and/or to the appropriate utility company or other companies, right-of-way or easements on, over or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, cable television, conduits, storm sewers,



sanitary sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, or other public conveniences or utilities.

5.3 Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants. Developer may cut drainways for surface water wherever and whenever such action may appear to Developer to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. Except as provided herein, existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots. The provision hereof shall not be construed to impose any obligation upon Developer to cut such drainway.

5.4 Developer reserves for itself, its successors and assigns an exclusive easement for the installation or maintenance of radio and television cables within the right-of-way and easement areas referred to.

5.5 No permanent structure may be constructed or placed in any drainage easement area. Each Lot owner also agrees, by acceptance of a deed to a Lot, to assume, as against Grantor and Developer, their successors or assigns, all the risks and hazards of ownership or occupancy attendant to such Lot.

5.6 The Subdivision shall be accessed solely from Valleydale Road.

## **ARTICLE VI**

### **PROPERTY OWNERS ASSOCIATION**

6.1 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.

6.2 Each and every Lot owner and future Lot owner, in accepting a deed or contract for any Lot or Lots in the Subdivision agrees to pay to Developer or other appropriate authorities the charges and fees provided for in Article VII and to the Master Homeowners Association, when formed, any annual assessments or charges and special assessments from time to time fixed or established by such association in accordance with the Articles of Incorporation and/or By-Laws for such association. It is agreed that the regular and special assessments, together with interest and cost of collection, shall be charged on the land and constitute a continuing lien upon the Lot against which assessment is made, except that such lien shall be subordinate to prior recorded bona fide mortgages. Each assessment, together with such interest thereon and cost of collection thereof, shall be the personal obligation of the person owning such property at the time the assessment fell due.

## **ARTICLE VII**

### **SEWAGE TREATMENT FACILITY AND OTHER PUBLIC SERVICES**

7.1 Individual sewage disposal systems shall not be permitted on any Lot. The sewage treatment facility available to the Subdivision is currently provided by the City of Hoover. By accepting a deed to a Lot, the owner of such Lot covenants and agrees to pay to the City of Hoover or its successors, assigns, or any other entity that may provide sewer service to the Subdivision, a monthly or quarterly sewage treatment fee or charge to cover the cost of providing such service. 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 lien 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. The owner of a Lot covenants and agrees to maintain the sanitary sewer service line on his or her Lot in good repair.

7.2 Fire protection is currently provided to the Inverness community, which will include the real estate subject to this declaration, by the City of Hoover. Grantor or Developer is under no obligation to provide fire protection service, or to assure that such fire protection service is provided by others.

7.3 Police protection is currently provided to the Inverness community, which will include the real estate subject to this declaration, by the City of Hoover. Grantor or Developer is under no obligation to provide security service, or to assure that such security service is provided by others.

## **ARTICLE VIII**

### **ENFORCEMENT**

8.1 In the event of a violation or a breach of any of these restrictions or any amendments thereto by any property owner, or family of such owner, or agent of such owner, the Grantor, its successors and assigns, the owner(s) of Lot(s), Developer, its successors and assigns, the Committee, the Master Homeowners Association when formed, or any other party to whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation. Neither the Grantor, the Committee, nor any architect nor agent thereof nor Developer shall be responsible in any way for any delay or failure by any or all of such entities, their successors and assigns, to enforce or seek to enforce any violation or breach of any of these restrictions, or amendments thereto.

8.2 Each and every Lot owner and future Lot owners, in accepting a deed or contract for any Lot or Lots in the Subdivision agrees to adhere to these Protective Covenants governing

the Subdivision. If said Lot owner(s) does not adhere to said covenants and legal action is taken against the party in violation of said covenants, then the Lot owner(s) in violation agrees to pay all attorney fees and other associated costs incurred by other parties in pursuing legal action to remedy violations of these covenants.

## **ARTICLE IX**

### **DEVELOPER'S INDEMNIFICATION AGREEMENT**

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

## **ARTICLE X**

### **GRANTEE'S ACCEPTANCE AND INDEMNIFICATION AGREEMENT**

10.1 The grantee of any Lot subject to the coverage of these restrictions, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purpose thereof, whether from Developer or a subsequent owner of such Lot, shall accept such deed or other contract upon and subject to each and all of these restrictions and the agreements herein contained.

10.2 Each and every Lot owner and future Lot owner, in accepting a deed or contract for any Lot or Lots in the Subdivision, whether from Developer or a subsequent owner of such Lot agrees to indemnify and reimburse Developer or Grantor, as the case may be, for any damage caused by such Lot owner, or the contractor, agent or employees of such Lot owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing



thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by Grantor or Developer, or for which Grantor or Developer has responsibility, at the time of such damage.

**10.3** Each and every Lot owner and future Lot owner, in accepting a deed or contract for any Lot or Lots in the Subdivision, whether from Developer or a subsequent owner of such Lot, agrees and covenants to release, indemnify protect and hold harmless the Grantor, its successors and assigns, and its agents, directors and employees (all of whom are included in the term "Grantor" for the purposes of this Section 10.3) from and against any and all claims, and demands by such owner, any member of his or her family, their employees, agents, guests, invitees, licensees, contractors, and employees or for damages to property and injury or death which may arise out of or be caused directly or indirectly by such owner's Lot or Lots, and/or the use of or construction on said Lot or Lots by said owner, any member of his or her family, their guests, agents, invitees, licensees, contractors, or employees or subcontractors of such contractors, or by any other person whomsoever. The indemnification by such owner as set forth above shall also cover any and all expenses of Grantor, including attorneys' fees, resulting from any claims or demands.

**10.4** Each and every Lot owner and future Lot owner, in accepting a deed or contract for any Lot or Lots in the Subdivision, whether from Developer or a subsequent owner of such Lot, agrees and covenants to release, indemnify, protect and hold harmless the Grantor, its successors and assigns, and its agents, directors and employees (all of whom are included in the term "Grantor" for the purposes of this Section 10.4) from and against any, and all liability, claims and causes of action whether arising at law or in equity because of any past or future subsidence, if any, of the land so conveyed, and any and all damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over land so conveyed, as the case may be, by reason of any exercise of any past mining and removing of minerals from the land so conveyed, and/or adjacent and nearby lands, or from any soil, subsoil or other conditions.



**10.5** Each and every Lot owner and future Lot owner, in accepting a deed or contract for any Lot or Lots in the Subdivision, whether from Developer or a subsequent owner of such Lot, agrees, in connection with the construction of any improvements on such Lot or Lots, to exercise due care, and to assure that any contractors of such owner, or employees and subcontractors of such contractors, will exercise due care and will comply with any and all governmental rules, regulations, codes and ordinances relating to safety, so as to protect the safety and health of the public, and the safety and health of such owner, his or her family, and any such contractor and its employees and subcontractors.

## **ARTICLE XI**

### **TERM AND MODIFICATION**

**11.1** These covenants and restrictions shall run with the land and can be changed, modified, amended, altered or terminated only by a duly recorded written instrument executed by the Grantor, its successors and assigns, until twenty (20) years from the date hereof, and, thereafter by the then record owners (including mortgagees and other lien holders of record, if any) of two-thirds (2/3's) of the number of Lots of this Subdivision.

## **ARTICLE XII**

### **SEVERABILITY**

**12.1** 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.

**12.2** 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, subject to written approval by Grantor.

### **ARTICLE XIII**

#### **CAPTIONS**

**13.1** The captions preceding the various paragraphs and subparagraphs 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 singular 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.

### **ARTICLE XIV**

#### **NOTICES**

**14.1** Any notice required to be sent to the Developer or to any Lot owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by United States mail, postage paid, to the address of the Developer or such Lot owner at the time of such mailing.

### **ARTICLE XV**

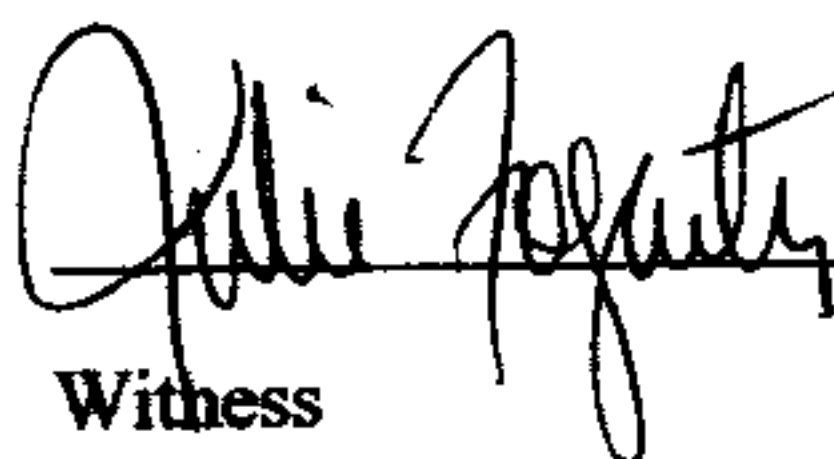
#### **GOVERNING LAW**

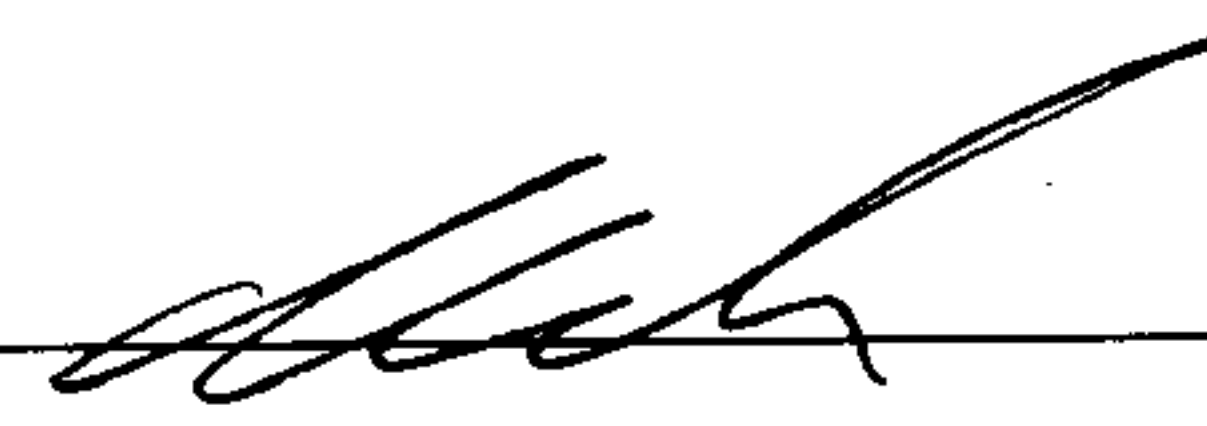
**15.1** Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration of Protective Covenants as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Alabama.


IN WITNESS WHEREOF, METROPOLITAN LIFE INSURANCE COMPANY, a  
New York corporation, doing business as INVERNESS, has caused these restrictions to be  
properly executed and recorded in the Office of the Judge of Probate of Shelby County,  
Alabama.

Signed, sealed and delivered by  
Grantor in the presence of:

GRANTOR: METROPOLITAN LIFE  
INSURANCE COMPANY

  
Witness

By:   
APW/ht


  
Notary Public

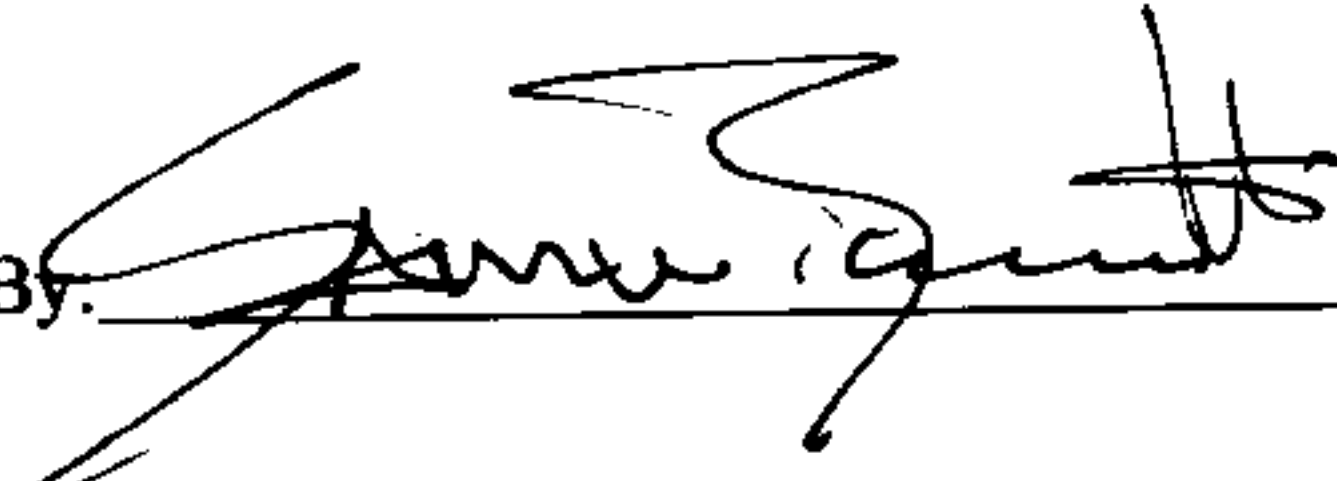
Vice President  
Its: \_\_\_\_\_


Notary Public, DeKalb County, Georgia  
My Commission Expires March 15, 2003


Signed, sealed and delivered  
by Grantee in the presence of:

GRANTEE: HOMES & LAND, INC.

  
Witness

By: 

  
Notary Public

Title: 

MY COMMISSION EXPIRES MAY 21, 2000

Inst # 2000-01846

01/18/2000-01846  
10:33 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
CJ19 67.00