

STATE OF ALABAMA )

COUNTY OF SHELBY )

AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS

9364



19770606000055300 1/3 \$.00  
Shelby Cnty Judge of Probate, AL  
06/06/1977 12:00:00 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, INVERNESS ASSOCIATES, previous owner of the subject property, herein described more fully and set out more particularly in the attached Exhibit "A", did subject said property to and impose upon said lots therein, certain restrictions, covenants, terms, conditions and limitations, which are recorded in Book 17, Page 865-875, in the Office of the Judge of Probate of Shelby County, Alabama; and,

WHEREAS, said Protective Covenants contained therein a provision, at Paragraph 30 thereof, which allows for the change, modification, and amendment thereof; and,

WHEREAS, Colonial Properties, Inc. is the current owner of more than fifty-one percent (51%) of the lots in the Subdivision, and is the successor in interest and assign of the original developer and maker of said Protective Covenants; and,

WHEREAS, the other conditions of said Paragraph 30 allowing modification, change, and amendment of said Covenants has been met; and,

NOW, THEREFORE, Colonial Properties, Inc., does hereby proclaim, publish and declare that said Protective Covenants are hereby changed, altered, modified, and amended as follows:

1. Paragraph 28 thereof shall now read as follows:

28. MASTER HOMEOWNERS ASSOCIATION. If at any time from this date forward, a master homeowners association is established or developed within the Inverness Community, then each owner of land herein or any subdivided portions thereof is responsible to join and become a part of said master homeowners association and is required to pay the dues or assessments which may be established by said master homeowners association and agrees to be bound by the rules, regulations and requirements established by said master homeowners association; provided, however, that any owner or purchaser who obtains a Veterans Administration (hereinafter "VA") guaranteed or Federal Housing Administration (hereinafter "FHA") insured loan for the purchase or construction of a home on any lot within this subdivision, or if the VA or FHA (hereinafter "Government") holds a mortgage on, or owns any lot within the subdivision, said owner, its successors or assigns, and said Government, its successors, assigns, or its mortgagors, their transferees or assigns, for so long as the loan and/or mortgage is outstanding, shall not be required to join said association or pay dues to said master homeowners association, but may join if they so desire; and, provided further, that if said owner, or Government, their successors or assigns shall not join or shall resign from such master homeowners association, then they shall have no right to the use of any of the common facilities of the association.

In all other respects, said original Declaration of Protective Covenants is hereby ratified, confirmed, and readopted, by the makers hereof.

IN WITNESS WHEREOF, Colonial Properties, Inc., an Alabama

Kenneth D. Willis  
Suite 107 Colonial Center  
1009 - Mont Alexander Hwy. So.



Corporation, has caused this Amendment to Declaration of Protective Covenants to be properly executed by a duly authorized officer, and recorded in the Office of the Judge of Probate of Shelby County, Alabama.

COLONIAL PROPERTIES, INC.

BY:

Thomas H. Lowder, President

Date Executed:

May 26, 1977

STATE OF ALABAMA )

JEFFERSON COUNTY )



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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that THOMAS H. LOWDER, whose name as President of COLONIAL PROPERTIES, INC., a Corporation, is signed to the foregoing Amendment to Declaration of Protective Covenants, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Amendment, that he, as such officer, with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this 26th day of May, 1977.

Sandra B. Underwood  
Notary Public

My Commission Expires:

4-8-80

E X H I B I T    A

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



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

1977 JUN -6 AM 9:49

*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE

BOOK 20 PAGE 309

BOOK

*Rec. - 4.50*  
*Ind. 1.00*  
*5.50*