

STATE OF GEORGIA)
DeKALB COUNTY)

9/62

SCRIVENER'S AFFIDAVIT

Before me, the undersigned Notary Public, in and for said County in said State, personally appeared Victor W. Turner, who by me first duly sworn, did depose and say as follows:

1. That the undersigned is the duly elected and acting Vice President of 2154 Trading Corporation, an Alabama corporation, doing business as INVERNESS.

2. That 2154 Trading Corporation executed that certain Declaration of Protective Covenants of Inverness Point, a Residential Subdivision, and caused the same to be filed in the Probate Office of Shelby County, Alabama in Real Book 209 at page 890, et seq.

3. That said Declaration contains a scrivener's error in that the definition of "Association" in Section 1.01 thereof makes reference to "Inverness Point Owners Association, Inc." rather than "Inverness Point Homeowners' Association, Inc."

4. That all references in the Declaration to the Association are intended to refer to Inverness Point Homeowners' Association, Inc., an Alabama nonprofit corporation, a copy of whose Articles of Incorporation and By-Laws are attached to the Declaration as Exhibits "A" and "B", respectively.

Victor W. Turner
Vice President

Sworn to and subscribed before me on
this 28th day of December, 1988.

John R. Newman
Notary Public

My Commission Expires: _____

Notary Public, Georgia State at Large
My Commission Expires Feb. 10, 1990

and assessments as may be authorized in this Declaration for that purpose; and

WHEREAS, the Developer has incorporated the Association under the laws of the State of Alabama, as a nonprofit corporation, for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, the Developer declares that the real property described in Section 2.01 hereof, and such additions thereto as may hereafter be made pursuant to Section 2.02 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the Protective Covenants, all of which shall be construed as and deemed to be covenants running with the land and shall be binding on and inure to the benefit of all parties having a right, title or interest in the said real property, as well as their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

1.01 "Association" shall mean and refer to Inverness Point Homeowners' Association, Inc., an Alabama nonprofit corporation, as well as its successors or assigns. This is the Declaration of Protective Covenants to which the Articles of Incorporation (the "Articles") and By-Laws (the "By-Laws") of the Association make reference. Copies of the Articles and By-Laws are attached hereto and made a part hereof as EXHIBITS "A" and "B", respectively.

1.02 "Common Area" or "Common Areas", as the case may be, shall mean and refer to all real and/or personal property which the Association owns, leases, or has otherwise acquired for the common use and enjoyment of the members of the Association, and all real and/or personal property within or in the vicinity of the Property (hereinafter defined) in which the Association, either directly or indirectly through a Master Association, has an interest for the common use and enjoyment of the members of the Association, including, without limitation, a right of use (such as but not limited to, the entrance area to the Property, lakes, dams and spillways, swim and tennis facilities, street signs, parks and common recreational areas, cul-de-sac plantings, and the grassed or landscaped areas in or adjacent to publicly dedicated streets, the Cahaba River, and lakes within the Property). The use of the Common Area shall be restricted to park landscape, entry features, directional graphic system,