

88059723

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
INVERNESS SUBDIVISION - PHASE III

STATE OF ALABAMA)
COUNTY OF MOBILE)

RECORD FEE 41.00
STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT
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MIS
JUDGE OF PROBATE

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, A & L PROPERTIES, INC., an Alabama corporation (herein referred to as "Developer"), is the owner of all of the real property situate in and constituting the Inverness Subdivision - Phase III (herein referred to as "Subdivision"), located in Mobile County, Alabama, as shown by the Plat of Inverness, as recorded in Map Book 43, Page 29, in the office of the Judge of Probate of Mobile County, Alabama; and

WHEREAS, Developer desires to subject said property and each lot to be located in said Subdivision to and impose upon said lots mutual and beneficiary 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, the future owners of said lots, and any other party as may be specified herein;

NOW, THEREFORE, Developer does hereby proclaim, publish and declare that all of said lots in said 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, viz:

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 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 (2/3rds) of the membership of the Committee shall be composed of owners of lots in the Subdivision. Provided, however, that Developer 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 December 31, 1995, or until Developer elects to terminate its control of the Committee, whichever shall first occur. After terminating control of the Committee by Developer, as aforesaid, then the Inverness Homeowners Association, Inc., 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, not 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 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, 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. THE SCOPE OF REVIEW BY THE COMMITTEE SHALL BE LIMITED TO OUTWARD APPEARANCE ONLY AND SHALL NOT INCLUDE ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, INTERIOR DESIGN, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER SIMILAR OR DISSIMILAR FACTORS. Commencement of construction prior to the 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, is strictly prohibited.

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 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, interior design, 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 shall be delivered to the general office of Developer at least ten (10) days prior to the date construction is scheduled to commence. 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 show the elevations of all sides of the proposed structure as such sides will appear 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. The grade on each lot shall not be altered in any manner without the prior approval of the Architectural Review Committee.

2.4.5 The site plan shall show all outlines, setbacks, all trees over 6" 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, 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 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 THE DEVELOPER - AND ALL OWNERS OF PROPERTY IN THE SUBDIVISION ARE SO ADVISED - TO 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) Stucco.
- (c) Painted, stained or bleached wood siding.
- (d) Aluminium siding.
- (e) PFL Painted siding.
- (f) Natural-colored asphalt shingles or wood shakes or slate roofing. White roofing of any material is not acceptable.
- (g) Paint, in soft tones (which shall not include, among other colors, any high gloss finishes, or pure red).

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 No openings of garages or carports shall be visible from the street on which the residence fronts

unless such garage or carport attaches from the rear and is behind the back line of the residence.

2.5.3 Air-conditioning and heating units, blowers, towers, condensers or structures related thereto, when erected between the side of any building or structure and the side lot line of the lot on which said building or structure is located, shall be enclosed in conformity with the general architecture of the primary residential building or structure, or shielded by shrubbery. No window air-conditioning units shall be permitted on the front or sides of any residence so as to be visible from the front line of such lot.

2.5.4 Underground electrical distribution is the intent of this development and no overhead electrical wiring shall be permitted. This is not, however, to be construed as an obligation on the part of Developer to furnish underground electrical service to any portion of a lot.

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 chimney where possible; otherwise, they shall be placed on the back side of the roof.

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 Where possible, brick or stone walkways are encouraged. Driveway surface must be paved or the surface approved.

2.5.9 Any lot owner or purchaser, upon completion of any residential structure or home in the Subdivision shall, as soon as practicable and before occupancy, cause sodded grass to be placed in the front yard of the lot.

2.5.10 The location of all mailboxes must be submitted to the Committee for approval concurrently with the house plans. The Developer has designed and will have constructed the mailbox to be used on each lot. When a house is built, Developer will deliver the mailbox to the building

for installation, the reasonable cost of which will be paid by the builder or lot owner. Any replacement mailboxes will be similar in design to the original mailbox and any changes in the mailbox used must be first approved by the Committee.

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 the 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. Developer reserves the right to establish specific setback lines applicable to any unsold lots in the Subdivision.

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 the Subdivision.

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 silver finish metal windows of any kind; however, a factory painted or dark anodized finish metal may be used. The color of such finish must be approved by the Committee.

2.5.16 Chain link, wire, or metal fences of any type may not be used for any purpose except along the rear lot line of any lot and only then when approved by the Committee. All fences, including fences for backyards,

swimming pools, dog pens, gardens, or for any other purpose must be approved by the Committee prior to construction. Nothing herein contained shall prevent the Developer from installing a chain link fence around any tennis courts.

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

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

2.5.19 No outside clothes lines shall be permitted.

2.5.20 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.

2.5.21 Developer reserves the right to make exceptions to architectural guidelines in the event solar heating is to be used, such exceptions to be made on a case by case basis considering the design's compatibility with the neighborhood.

2.6 Neither the Committee nor any architect nor agent thereof nor Developer 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.

2.7 The Architectural Control Committee as initially constituted shall be composed of Jay P. Altmayer, II, Carolyn Norman, and Dr. Joseph Hastings. The address of such Committee shall be 1110 Montlimar Drive, Mobile, Alabama 36609.

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 increase the number of lots in the Subdivision. 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 and one-half stories in height (an attic or basement under the ground not to be considered a story for this purpose), 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. The prohibition in this Section 3.1 is not intended to prohibit Developer from building the homeowner's swimming pool, gazebo and tennis courts on certain of the lots.

3.2 Every dwelling building erected in the Subdivision, exclusive of one-story open porches, garages, carports and other unairconditioned, unfinished spaces, shall each have not less than 2,200 square feet of floor space. The first or main floor area of each such dwelling building, exclusive of one-story open porches, garages, carports and finished basement shall be not less than 1,100 square feet in the case of a building or structure having more than one story. The ceiling height in any living area shall not be less than eight (8) feet.

3.3 No more than a single family unit shall occupy any dwelling house. Detached auxiliary buildings are not permitted without prior written approval of the Committee.

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, Developer 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 Developer 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. Developer 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 Developer or the Committee to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

4.3 Livestock, Poultry and Household Pets.

No animals, livestock or poultry of any kind, other than household pets shall be kept or maintained on any part of said property. Dogs, cats and other household pets may be kept upon said property, provided they are not (i) kept, bred or maintained for any commercial use or purpose; or (ii) kept or maintained in such a manner as, in the opinion of the Developer or Committee, to create a nuisance.

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 carried on on any lot.

4.5 No person, firm or corporation shall have any right of ingress or egress at any time upon the surface of any of the lots herein described for the purpose of mining, drilling, exploring, operating or developing any of said lots for oil, gas or other minerals, or for storing, handling, transporting and marketing the same therefrom.

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 as not to be visible from any road within sight distance of the lot at any time.

4.7 All signs, billboards or advertising structures of any kind are prohibited except builder signs during construction periods, and except one professional sign of not more than 3 square feet to advertise the property for

sale during sales period. No sign is permitted to be nailed or attached to trees.

4.8 No structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling are completed and a certificate, or other satisfactory evidence, of completion is received by and approved by the Committee.

4.9 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 slightly condition with reasonable promptness, provided that in no event shall such debris remain on any lot longer than sixty (60) days.

4.10 No hedge, fence, wall or shrub planting of over four (4) feet in height shall be located on any lot nearer to the front lot line than the front of the dwelling on such lot without the written approval of the Committee.

4.11 No house trailer or mobilehome shall be permitted on any lot at any time, except for construction purposes during the construction period. No more than one camper, motor van or similar recreational vehicle, nor more than one boat and boat trailer may be stored on the lot at any time, nor shall any such camper, motor van or other recreational vehicle or boat and boat trailer be permitted to be parked or stored on the front or side lawn of the lot but shall be stored to the rear of the lot as inconspicuously from the street as practicable. Automobiles may not be parked on the front or side lawn of any lot.

4.12 NO TREE HAVING A DIAMETER OF SIX (6) INCHES OR MORE (MEASURED FROM A POINT TWO FEET ABOUT GROUND LEVEL), NOR ANY FLOWERING TREES OR SHRUBS, SHALL BE REMOVED FROM ANY LOT AFTER COMPLETION OF CONSTRUCTION WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF THE COMMITTEE. The Committee is hereby authorized to come onto any lot during reasonable hours for the purpose of inspecting or marking trees, and any such entry by the Committee or its agent(s) shall not be deemed a trespass or other wrongful act.

ARTICLE V

HOMEOWNERS ASSOCIATION

SECTION 5.1 There is in existence the Inverness Homeowners Association, Inc. (hereinafter "Association") and each owner of land herein or any subdivided portions thereof, is responsible to join and become a part of said Association and is required to pay the dues or assessments which may be established by said Association and agrees to be bound by the rules, regulations and requirements established by said Association. The Association will be responsible for operating and maintaining, among other things, the swimming pool and tennis courts in the Subdivision, to maintain the entrance way into the Subdivision and any perimeter walls or fences along any boundary of the Subdivision and to operate and maintain any and all flood control facilities, retention ponds or other similar structures or areas incident to flood control or prevention; to provide or operate any security service that may be approved by the Association and to provide and maintain such other services as may be determined to be necessary or desirable by the Association. The Developer will pay its share of the Association assessments based on the number of lots still owned by the Developer. THE DEVELOPER OR THE ASSOCIATION IS UNDER NO OBLIGATION TO PROVIDE SECURITY SERVICE OR TO ASSURE THAT SECURITY SERVICE IS PROVIDED BY OTHERS.

5.2 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 Association the charges and fees provided for 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 against the lot and constitute a continuing lien upon the lot against which assessment is made, except that such lien shall be subordinate or 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.

Notwithstanding anything to the contrary contained in this Section 5.2 of the Restrictive Covenants or elsewhere therein, the liens of any first mortgages placed upon any of said lots in the Subdivision for the purpose of constructing a residence or other improvement thereon and recorded in accordance with the laws of the State of Alabama shall be,

from the date of such recordation, superior to any and all liens provided for herein. The Developer or the Association, as the case may be, shall, in requested, execute further instruments to subordinate any and all liens provided for herein to such liens of first mortgages.

The Developer or the Association may, at its option, by appropriate written instrument recorded in accordance with the laws of the State of Alabama, subordinate or waive any and all liens provided for in the Restrictive Covenants.

5.3 It is the intention of the Developer that Inverness Subdivision when completely developed contain approximately 142 lots and each lot owner will be expected to pay his share of the cost of operating the Association, such share per lot to be determined by dividing all assessments by the number of lots as finally platted in the Inverness Subdivision.

ARTICLE VI

ENFORCEMENT

SECTION 6.1 In the event of a violation or breach of any of these restrictions, or any amendments thereto by any property owners, or family of such owner, or agent of such owner, the owner(s) of lot(s), Developer, its successors and assigns, the Committee, the Association 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 thereof, 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 Committee nor any member nor agent thereof nor Developer shall be responsible in any way for any delay or failure or refusal, with or without cause, 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, or for the manner in which any such entity exercises, or for their failure or refusal to exercise, any right or authority herein granted whether discretionary or not.

ARTICLE VII

GRANTEE'S ACCEPTANCE AND BINDING EFFECT

SECTION 7.1 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 purchase 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.

7.2 The covenants, terms, conditions, restrictions and limitations herein contained are to run with the land and shall be binding upon all persons and parties claiming under them, and shall inure to the benefit of, and be binding upon their, and each of their, heirs, executors, administrators, successors and assigns for a period of twenty (20) years subsequent to the date of these presents, at which time the said covenants, restrictions and limitations shall automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of the lots in the Subdivision, it is agreed to change or terminate said covenants in whole or in part.

No lot shall be conveyed, devised, leased or demised at any time hereafter except as being subject to the covenants, terms, conditions, restrictions and limitations herein contained, and the obligation to observe and perform the same; and whether or not it be so expressed in the deeds or other instruments of conveyance of the property, the same shall be absolutely subject to the covenants, terms, conditions, restrictions and limitations herein contained, which shall run with and be appurtenant to the land and every part thereof, as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract and conveyance of, or concerning any part of the land or the improvements to be made thereon.

ARTICLE VIII

AMENDMENT, MODIFICATION OR ANNULMENT

SECTION 8.1 The Developer herein expressly reserves unto itself the sole and unilateral right to amend, modify, change, cancel or annul such covenants, limitations and restrictions in whole or in part, at any time during the pendency or term of same as existing, or as may be amended, modified, changed, cancelled or annulled in accordance with the foregoing reservations. Such action on the part of the

Developer is to be evidenced by an instrument executed by the Developer and recorded in the office of the Judge of Probate, Mobile County, Alabama.

It is expressly reserved and stipulated herein that such action as may be taken by Developer in accordance with the foregoing authority and power, may result in any, all or part of any covenant, restriction or limitation as existing or as may be amended or changed, being either more or less restrictive or burdensome than the foregoing covenants, restrictions or limitations contained herein.

No action on the part of the Developer pursued in accordance with the foregoing reserved authority shall place an additional restriction or limitation on a specific lot previously conveyed by Developer, unless the then owner or same shall consent thereto by joining in said instrument, or by executing such other instrument as will properly evidence owner's consent, same being subsequently recorded as set forth hereinabove. It is further stipulated and reserved herein that Developer may at any time waive any, all or part of the covenants, restrictions or limitations as set forth herein. In addition to the rights of the Developer set forth in this Article VIII, any one or all of the covenants, terms, conditions, restrictions and/or limitations herein set forth may be annulled, amended, or modified at any time during the primary period by an instrument executed by the owners in fee simple of not less than eighty (80%) percent of the lots in said Subdivision, which said instrument shall be acknowledged by each of the persons signing the same and shall be recorded in the office of the Judge of Probate of Mobile County, Alabama, provided, however, that no annulment, amendment or modification shall place an additional burden or restriction or requirement on any lot in said Subdivision, the said owner of which does not join in said amending instrument.

ARTICLE IX

SEVERABILITY

SECTION 9.1 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.

ARTICLE X

CAPTIONS

SECTION 10.1 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.

IN WITNESS WHEREOF, A & L PROPERTIES, INC., a corporation, has caused these Restrictions to be properly executed by Jay P. Altmayer II, as its President, on this 1 day of November, 1988.

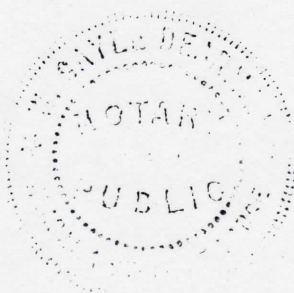
A & L PROPERTIES, INC.

By: J P Altmayer II
As its President

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said State and County, do hereby certify that Jay P. Altmayer II, whose name as President of A & L PROPERTIES, INC., a 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and notarial seal on this the 1st day of November, 1988.



J P Altmayer II
Notary Public
My commission expires: 8/29/90

THIS INSTRUMENT PREPARED BY:

GORDON O. TANNER, ESQ.
Sirote, Permutt, McDermott, Slepian,
Friend, Friedman, Held & Apolinsky, P.C.
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