1045

DECLARATION OF PROTECTIVE COVENANTS FOR WEATHERLY WINDSOR SECTOR 5 AS RECORDED IN MAP BOOK 14 PAGE 104 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned Chambers Development Co., Inc., an Alabama Corporation (hereinafter referred to as "Developer") is the owner of all of the lots described in the survey of Weatherly, Winsdsor Sector 5, as recorded in Map Book 14, Page 104 in the Probate Office of Shelby County, Alabama (hereinafter referred to as "Development").

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WHEREAS, the undersigned desire to subject said property and each lot located in said property described to the conditions, limitations and restrictions hereinafter set forth;

NOW, THEREFORE, the undersigned do hereby expressly adopt the following protective covenants, conditions and limitations for said property described hereinabove, to-wit:

That said property and each lot located in said property described herein shall be and the same are hereby subject to the following conditions, limitations and restrictions.

I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

1. All lots in the tract shall be known and described as residential lots and shall be used for single family residential purposes exclusively. No lot shall be subdivided without approval of Developer and in no event shall any lot be less than two (2) acres in area.

2. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one (1) detached single family dwelling not to exceed two and one-half (2 1/2) stories, or forty (40) feet in height, and a private garage, and other out buildings incidental to and necessary for proper residential use of the lot. Any out building will be in conformity to the standards set herein and approved by the Architectural Control Committee, (hereinafter referred to as "Committee").

3. Notwithstanding anything to the contrary herein, the undersigned Developer or its assigns shall be permitted to construct and maintain on one (1) lot only a structure and related facilities designed and used as a construction field office including the lots subject to these covenants and adjoining land improvements thereon owned by the undersigned or its assigns.

4. The front line of all residences and other structures must be set back no less than seventy (70) feet from the dedicated right of way road. No structure of any nature may be placed closer than forty (40) feet to the side or back boundaries of any parcel of land. The Committee reserves and shall have the right to grant reasonable variances from the setback line requirements. No structure other than the residence may be constructed closer to the ingress and egress road than the back of the residential building and no closer to a side or rear lot line than forty (40) feet.

5. No dwellings shall be erected containing less than two thousand four hundred (2,400) square feet of living (heated) area for one (1) story buildings exclusive of porches, garages and basements. Any one and one-half (1 1/2) story dwelling must contain at least one thousand eight hundred (1,800) square feet of living area on the first floor, with no less than a total of two thousand six hundred (2,600) square feet of living (heated) area in the entire dwelling. Any two (2) story dwelling must have at least two thousand eight hundred (2,800) square feet of living (heated) area, provided that the first story will in no event be less than one thousand eight hundred (1,800) square feet of living (heated) area. On any two (2) story structure, the area used for any vaulted foyer area shall be added to the second floor square footage. All dwellings will have wooden or aluminum clad windows, brick, stucco or stone on all four (4) sides of the foundation, no exposed block, and shall be at least fifty (50) feet in length across the front of the dwelling.

6. The entrance way and all areas on the recorded plat, which are depicted as common area or beautification easements shall be for the purpose of maintenance and upkeep considered common area, and shall be maintained by the Weatherly Homeowners' Association, (hereinafter referred to as "Homeowners' Association") as hereinafter provided.

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II. ARCHITECTURAL CONTROL COMMITTEE

1. All plans and specifications including plot plans, grading and drainage plans and exterior texture and color selections of residences on any lot in Development shall be first filed with and approved by the Committee before any construction in commenced. The Committee shall have the authority to require modifications and changes in plans and specifications if it deems the same necessary

in its sole judgment to seek conformity of the proposed dwelling with restrictions hereof. The Committee will consist of no more than five (5) persons who will be designated by the Developer, until such time as Developer relinquishes the authority to appoint members to the Committee to the Homeowners' Association.

2. The authority to review and approve any plans and specifications as provided herein is a right and not an obligation. Contractors and Owners shall have the sole obligation to oversee and to construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by the Committee. 3. Any remodeling, reconstruction, alterations or additions to an existing residence shall not require the written approval of the Committee, but shall comply with all restrictions and covenants.

4. Neither the Committee, any architect, agent thereof nor the Developer shall be responsible to check 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.

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5. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one (1) or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

III. WEATHERLY HOMEOWNERS' ASSOCIATION

1. Every owner of a lot in Development is subject to assessment and shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment and subject to the provisions of the Protective Covenants.

2. The Association shall have one (1) class of voting membership. The members shall be owners and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

IV. GENERAL REQUIREMENTS

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.

2. No refuse pile or unsightly object shall be allowed to be placed or suffered to remain upon any part of the property, including vacant lots. The undersigned reserve the right (after ten (10) days notice to the Owner) to enter any residential lot during normal working hours for the purpose of removing trash or refuse which in the opinion of the undersigned detracts from the overall beauty and safety of the Development and 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. This provision shall not apply to the undersigned Developer and Builders or their assigns during the sales and development period, such sales period to extend until the last lot is sold by the undersigned.

3. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs and/or cats. Other household pets and one (1) horse per acre of land may be kept provided they are not kept, bred or maintained for any commercial purpose.

4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood.

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5. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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 or within sight distance of the lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period, or with approval of or supervision by the Pelham Fire Department.

7. 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 is completed and a Certificate of Occupancy issued by the City of Pelham.

8. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than two (2) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All signs shall comply with design specifications of the Committee. No signs shall be nailed to trees. This provision shall not apply to the Developer or Builders or their assigns during the sales period.

9. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within twelve (12) months.

10. Garage doors shall not be permitted on the front of houses. Unless excepted in writing by the Committee, all garage doors shall be located in the side or rear of houses.

11. Outside air conditioning units may not be located in the front yard or any required side yard on corner lots.

12. Wood frame, vinyl or aluminum clad windows will be used exclusively on the sides, fronts, and rears of the dwellings constructed. Painted or unpainted aluminum, windows may not be used.

13. No concrete block work, including foundations, concrete block steps, walkways, walls or any other concrete block work, whether painted, or otherwise, shall show above ground or from the exterior of any building.

14. No vertical siding shall be used on the construction of any dwelling, except as approved by Committee.

15. No chain link or solid wood fencing shall extend nearer the street than the rear line of the dwelling. No mill finished chain link fence shall be used on any lot.

16. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

17. No automobiles will be stored on any lot or kept on blocks unless in the basement of a structure. Boats, utility trailers, recreational vehicles and travel trailers must either be parked or stored in the basement or on a separate parking pad located behind the front building line of the residential structure and not visible from the street fronting the structure. No tractor trailer trucks, panel vans or other commercial truck in excess of a one (1) ton classification shall be parked or stored on any lot.

18. No satellite, microwave dishes or television or radio antennas shall be placed on any lot in the subdivision; unless approved in writing by the Committee, but in no event shall satellite, microwave dishes or television or radio antennas be visible from any street in the subdivision.

19. No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

20. Upon the completion of a residence, all front and side yards which are not left in a natural wooded state will be landscaped with solid sod. The rear yard may be sprigged or solid sod.

21. The roof pitch on any residence shall not be less than 9 & 12 unless first approved in writing by the Committee. All roof vents and pipes shall be painted as near the color of the roof as possible, and shall be located on the rear of the structure and not viewed from the front.

22. All porches on the front and sides of any dwelling shall be supported by the foundation of the structure, unless approved by the Committee.

23. No cantilevered chimney chases shall be allowed on the front or side of any structure. All chimney chases on the front or side of the structures shall be supported by the foundation of the structure.

24. All driveways visible from the street must be pea-gravel concrete finish or asphalt.

25. No lot shall be cultivated for crops of any sort, except for gardens of reasonable size, which is to be located in the rear of any dwelling.

26. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and five (5) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (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 sightline limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such sightlines.

27. The intent of Developer is to preserve for present and future lot owners a heavily wooded physical environment in which a maximum amount of existing vegetation is preserved in an undisturbed state, typical of an oak-hickory forest, and that each lot owner is required to replace dying, diseased or absent trees in order to maintain a desired degree of tree coverage. Hence, each lot owner in Development shall observe the following restrictions regarding the removal and restoration of vegetation: no more than fifty percent (50%) of the trees may be removed; the Owner must replant dead or diseased trees; any clearing cutting or pastureland must be approved by the Committee and must be located behind the home and no closer than forth (40) feet from the boundary line.

28. Developer or its tranferors or assigns reserves the right to make any road or other improvements abutting on said property, to change the present road or other street grades, if necessary, without liability to the lot owners their heirs and assigns for any claims for damages; and further reserves the right to change or modify the restrictions on any property in said Development.

29. During all construction, all vehicles, including those delivering supplies, must enter the building lot on the driveway only as approved by the undersigned so as not to unnecessarily damage trees, street paving and curbs. Any damage not repaired by the contractor will be repaired by the undersigned (after ten (10) days written notice) and will be charged to the contractor (or Owner) at a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. During construction, all Builders must keep the homes, garages and building sites clean. All building debris, stumps, trees, etc. must be removed from each building lot by the Builder as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the Development.

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30. The undersigned reserve, for themselves, their successors and assigns, the right to use, dedicate and/or convey to the State of Alabama, and/or to the appropriate utility company or companies, rights of way or easements on, over, across or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, conveniences or utilities on, in and over strips of land ten (10) feet in width along the rear property line of each lot and five (5) feet in width along each side line of each lot.

31. No lot shall be sold or used for the purpose of extending any public or private road, street, or alley, for the purpose of opening any road, street, or alley, except by the prior written consent of Developer, it's successors and assigns.

32. To insure the maintenance of the natural beauty, no Owner shall be allowed to dam up the creeks which flow through said Development nor shall he change the flow of said creek or wet weather streams.

33. Motorized vehicular traffic of any type is strictly prohibited on any common area or beautification, bridle or riding easement in Development except as may be required by the Developer or the Homeowners' Association for maintenance or construction.

34. All mailbox posts, entry markers, gate posts or any other entry or front exposure physical structures must be approved by the Control Committee.

V. COVENANT FOR MAINTENANCE ASSESSMENT

1. The Developer for each lot owned within the property, hereby covenants and each Owner of any lot by acceptance of a deed on the purchase of a lot is deemed to covenant and agrees to pay the Association: (i) Annual assessments or charges and (ii) special assessments for capital improvements. Such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees should be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligations of the person who was the Owner of such property at the time when the assessment fell due. Personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

(a) Purpose of Assessment: The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the development and for the improvement and maintenance of the entrance way, common area, landscaping and all beautification easements within the development.

(b) Commencement of Assessment: The Homeowners' Association will assume maintenance and responsibility of the entrance way and all common areas of Development upon receipt by the Board of Directors of a written certification of completion by Farmer and Associates, Engineering. This certification shall state that all paved areas, landscaping easements, drainage structures, drainage ways of Weatherly, Phases I and II are completed and in good repair. This certification shall be obtained at the sole expense of the Developer and shall be received by any Director of the Association. Should such certification not be received, Developer shall post a bond or Certificate of Deposit with Land Title Insurance Company as escrow agent. The amount of such escrow shall

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be one hundred percent (100%) of the amount estimated by Farmer and Associates, Engineering, as necessary to complete the improvements necessary for the issuance of a completion certificate. Should Developer fail to complete the improvements as required herein on or before eighteen (18) months after sale of all lots in this Sector, the Association will be authorized to utilize the escrowed funds for completion of such improvements with any surplus being refunded to Developer.

(c) The annual assessment for Development shall not commence until June 1, 1991, and shall be paid in advance. The annual assessment shall be Eighty Four and No/100 Dollars ($84.00) per lot, the maximum annual assessment may be increased each year by not more than five percent (5%) of the previous year's assessment without a majority vote of the Homeowners' Association. The Board of Directors of the Homeowners' Association may fix the annual assessment at an amount not to exceed the maximum annual assessment. Provided, however, should an extraordinary assessment be necessary and should such assessment be greater than that provided herein, such assessment must be approved by a two-thirds (2/3) vote of the membership of the Homeowners' Association. Lots owned by the Developer shall not be subject to any assessment by the Homeowners' Association, be it annual or special.

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(d) In addition to the annual assessment authorized above, the Homeowners' Association may levy, in any assessment year, a special assessment, applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the entrance way area or any bridle paths, nature trails or other common area, provided that any such assessment must have the assent and approval of not less than two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(e) Written notice of any meeting called for the purpose of taking any action authorized under Section V shall be sent to all members not less than thirty (30) days but not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(f) Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a yearly basis.

(g) The Board of Directors of the Homeowners' Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors.

(h) The Homeowners' Association shall upon demand and for a reasonable charge furnish a certificate signed by an officer of the Homeowners' Association setting forth whether the assessment on a lot has been paid. A properly executed certification of the Association as to the status of the assessment on a lot is binding upon the Association as of the date of its issuance.

(i) Any assessments which are not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. This lien may only be foreclosed by the Association upon the sale of the property by Owner or the nonpayment of assessment for two (2) consecutive years. No Owner may waive or otherwise escape liability for the assessment provided herein.

(j) The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lots shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceedings and lien thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall release such lot from liability for any assessment thereafter becoming due or from the lien thereof.

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2. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned or any person or persons owning any lot on said land: (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in equity against the person or persons so

violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation, provided, however, that the remedies in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law.

3. It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of twenty-five (25) years from March 2, 1990, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then Owners of the lots, it is agreed to change same in whole or part, and that it shall be lawful for the Developer and lot owners to institute and prosecute any proceedings at law or in equity against that person, persons, corporation or corporations violating or threatening to violate said covenants and restrictions; and failure to institute proceedings for any one (1) or more violations shall not constitute approval of same or be construed as a waiver of any right of action contained herein, for past or future violations of said covenants and restrictions.

4. These covenants and restrictions may be altered only with the consent of a majority vote of lot Owners and agreement of the Developer.

IN WITNESS WHEREOF, the said Developer and lot Owners have executed this instrument on the 14th day of DECEMBER, 1990.

DEVELOPER:
CHAMBERS DEVELOPMENT CO., INC.

By: _____
STEVEN E. CHAMBERS, Its President

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Steven E. Chambers, whose name as President of Chambers Development Co., Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, 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 seal, this 14th day of DECEMBER 1990.

Judith Jones Barnett
Notary Public

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

90 DEC 18 AM 10:56

JUDGE OF PROBATE

1. Deed Tax	$
2. Mtg. Tax	$
3. Recording Fee	$ 27.50
4. Indexing Fee	$ 3.00
5. No Tax Fee	$
6. Certified Fee	$ 1.00
Total	$ 31.50