

DECLARATION OF PROTECTIVE COVENANTS FOR

WEATHERLY, GLEN ABBEY SECTOR 12,

**AS RECORDED IN MAP BOOK 18, PAGE 128, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA**

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned Weatherly Joint Venture, L.L.C., an Alabama limited liability corporation (which, together with its successors and assigns, is hereinafter referred to as "Developer"), is the owner of all of that certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Development"). All lots shown on the subdivision plat (the "Subdivision Plat") for the Development are hereinafter referred to individually as a "Lot" and collectively as the "Lots".

WHEREAS, Developer desires to subject all of the Development and each Lot located therein to the easements, covenants, conditions, assessments, limitations and restrictions hereinafter set forth.

NOW, THEREFORE, Developer does hereby expressly adopt the covenants, conditions and limitations for the Development as set forth in these Protective Covenants and does hereby declare that the Development and each Lot located in the Development shall be and the same are hereby subject to the following easements, covenants, conditions, assessments, limitations and restrictions:

ARTICLE I

EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

1.01 All Lots shall be known and described as residential lots and shall be used for single family residential purposes exclusively. No Lot shall be subdivided or resubdivided without the prior written approval of Developer.

1.02 No structure shall be erected, altered, placed or permitted to remain on any 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 outbuildings incidental to and necessary for proper residential use of the Lot. No mobile home or modular housing is allowed. Separate garage buildings are permitted. Any outbuilding will be in conformity to the standards set herein and approved by the Architectural

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GREG Gilbert
1955 DATA Drive
Suite 100
Hoover, AL 35244

08/18/1994-25694
10:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
021 HCD 60.50

Inst # 1994-25694

Review Committee (hereinafter referred to as "Committee"), established by Developer pursuant to Article III hereof.

1.03 Notwithstanding anything provided to the contrary herein, Developer shall be permitted to construct and maintain on any Lot a structure and related facilities which may be designed and used as a construction field office and as a sales/marketing office.

1.04 Subject to the provisions of the Articles VII and VIII below and the rights retained below by the Committee, each Lot and any dwelling, building or other structure constructed or placed thereon shall be subject to the following minimum setbacks:

Front:	thirty-five (35) feet from dedicated road right of way;
Side:	ten (10) feet from each side Lot line; and
Rear:	forty (40) feet from the rear Lot line.

The Committee reserves and shall have the right to grant variances to the foregoing setback requirements. No structure (other than the residential dwelling and any attached garage or guest house) may be constructed closer to the ingress and egress road than the back of the residential dwelling. Any buildings of any nature, including gazebos, decks and outbuildings built on any Lot must conform to a residential nature and must be approved by the Committee.

1.05 No Lot shall be used except for single-family residential purposes. No dwellings shall be erected on any Lot containing less than one thousand six hundred (1,600) square feet of living (heated and cooled) area. Square footage measurements shall not include porches, garages, basements or decks. Separate garage buildings are permitted. All dwellings will have wooden or aluminum clad windows; brick, stucco or stone on all four (4) sides of the fountain with no exposed block. The Committee reserves and shall have the right to grant reasonable variances from the first floor square footage requirements so long as the overall square footage meets or exceeds the minimum requirements.

1.06 The entrance way to the Development and all areas on the recorded Subdivision Plat which are depicted as common area or beautified easements and any and all other areas or improvements within the Development which Developer may from time to time in its sole discretion designate as common area, including, without limitation, nature and bridle trails, recreational amenities, parks and play areas within the Development, shall be for the purpose of maintenance and upkeep considered common area (collectively, the "Common Area"), and shall be maintained by the Weatherly Residential Association, Inc., (the "Association") as hereinafter provided.

ARTICLE II

GENERAL REQUIREMENTS

2.01 It shall be the responsibility of each Lot owner (which, together with their respective heirs, executors, personal representatives, successors and assigns, is hereinafter individually referred to as an "Owner" and collectively as the "Owners") to prevent the development of any unclean, unsightly or unkept conditions of any dwelling, buildings or grounds on such Owner's Lot which may tend to decrease the beauty of the specific area or of the neighborhood as a whole. Any and all dwellings, buildings, structures and other improvements of any nature to any Lot must be approved by the Committee.

2.02 No refuse pile or unsightly object shall be allowed to be placed or suffered to remain upon any part of any Lot or the Development, including vacant lots or Common Area. Developer, for itself and the Association, reserves the right (after ten (10) days prior written notice to an Owner) to enter any Lot during normal working hours for the purpose of removing trash or refuse therefrom which, in the sole opinion of either Developer or the Association, detracts from the overall beauty and safety in the Development, and may charge the Owner of such Lot a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity or as hereinafter provided.

2.03 No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs and/or cats (not to exceed two (2) in number), other household pets and one (1) horse per acre of land may be kept on each Lot provided they are not kept, bred or maintained for any commercial purpose, subject to appropriate zoning ordinances.

2.04 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 or to other Owners.

2.05 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.

2.06 No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot or Common Area. 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 approval in writing by the Committee as not to be visible from any road or the Golf Course, as defined in Article VIII below, or within sight distance of any other 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 of a dwelling on such Lot, or with approval of or by the Fire Department having jurisdiction over the Development.

2.07 Except as authorized in Section 1.03 above, No structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently or otherwise allowed to remain on any Lot without the Committee's approval. There shall be no occupancy of any dwelling unit until the interior and exterior of the dwelling is completed and a Certificate of Occupancy issued by the appropriate governmental authorities.

2.08 No sign of any kind shall be displayed to the public view on any Lot except as may be approved by the Committee. All signs shall comply with the design specifications of the Committee. No signs shall be nailed to trees.

2.09 When the construction of any dwelling is once begun, work thereon must be prosecuted diligently and continuously and the dwelling on such Lot must be completed within twelve (12) months.

2.10 Garage doors shall not be permitted on the front of dwellings. Unless approved in writing by the Committee, all garage doors shall be located on the side or at the rear of dwellings.

2.11 Outside air conditioning units may not be located in the front yard or within any side yard adjacent to any street on corner lots. Utility meters shall not be located on the front of a dwelling and shall not be visible from any street or road.

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

2.13 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 dwelling.

2.14 No siding shall be used on the construction of any dwelling, except as approved by the Committee. The Committee shall have the right, in its sole and absolute discretion, to establish what types of exterior building materials may be utilized on any dwelling or other structures or improvements to a Lot.

2.15 No fencing may be utilized on any Lot without the prior written approval of the same by the Committee.

2.16 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.

2.17 No automobiles or other vehicles will be stored on any Lot or Common Area or kept on blocks unless in the basement or garage of a dwelling. Boats, utility trailers, recreational vehicles and travel trailers must either be parked or stored in the basement or garage of a dwelling or within a completely enclosed structure on a Lot, which structure must be approved by the Committee. No tractor trailer trucks, panel vans or other commercial truck in excess of one (1) ton classification shall be parked or stored on any Lot or Common Area.

2.18 No satellite, microwave dishes or television or radio antennas shall be placed on any Lot 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 Development or the Golf Course.

2.19 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.

2.20 Upon the completion of a dwelling, all front and side yards which are not left in a natural wooded state will be landscaped with sod and other landscaping approved by the Committee. The rear yard may be seeded or sprigged.

2.21 The roof pitch on any dwelling 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 dwelling and not visible from the front. No solar or other energy collection devise or equipment shall be maintained on any Lot or dwelling if the same would be visible from the street. No projections of any type shall be allowed above the roof of any Dwelling except for approved chimneys and vent stacks.

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

2.23 No cantilevered chimney chases shall be allowed on the front or side of any dwelling. All chimney chases shall be supported by the foundation of the dwelling.

2.24 All driveways visible from the street must be concrete finish or, with the approval of the Committee, asphalt.

2.25 No Lot shall be cultivated for crops of any sort, except for gardens of reasonable size, which are to be located at the rear of a dwelling and not visible from any public street.

2.26 No fence, wall, hedge or shrub planting which obstructs sight lines from any roadways within the Development shall be placed or permitted to remain on any Lot.

2.27 The intent of Developer is to preserve for present and future 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 each Owner is hereby required to replace dying, diseased or absent trees in order to maintain a desired degree of tree coverage. All Lots shall be landscaped in accordance with standards established by the Committee. It is also the intent of the Developer to preserve a minimum number of "flowering trees" visible from the street right-of-way. Hence, each Owner in the Development shall observe the following restrictions regarding the removal and restoration of vegetation: no more than fifty percent (50%) of the trees on any Lot may be removed; any clearing, cutting or pasture land must be located behind the dwelling and no closer than twenty (20) feet from any boundary line of such Lot, unless a variance is granted by the Committee. Each Owner must also plant and maintain at least three (3) flowering trees, a minimum of eight (8) feet in height, visible from the street fronting said dwelling; two (2) of said trees must be pink dogwood trees or such other flowering trees designated or approved by the Committee. All natural and landscaped areas on any Lot shall be maintained in good condition by the Owner thereof and any of the aforesaid flowering trees which die or become diseased or damaged shall be promptly replaced with new flowering trees by the homeowner of such Lot.

2.28 Developer reserves the right to make any road or other improvements within the Development, to change or extend the present road or other street grades, if necessary, without liability to the Owners for any claims for damages; and further reserves the right to change or modify the restrictions on any Lots in Development.

2.29 During all construction, all vehicles, including those delivering supplies, must enter each Lot on the driveway only as approved by the Committee so as not to unnecessarily damage trees, street paving and curbs. Any damage not repaired by the Owner or his contractor will be repaired by Developer or the Committee (after ten (10) days written notice) and will be charged to the Owner of such Lot at a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by

appropriate proceedings at law or equity or as hereinafter provided. During construction, all Owners must keep the homes, garages and building sites clean and attractive. No construction debris will be dumped in any area of the Development or any Common Area.

2.30 Except with the prior written consent of Developer, no Lot shall be sold or used for the purpose of extending any public or private road, street or alley or to provide a means of access to any other real property situated adjacent to or in close proximity with the Development.

2.31 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 any Owner change the flow of said creek or wet weather streams.

2.32 Motorized vehicular traffic of any type is strictly prohibited on any Common Area except as may be required by the Developer or the Association for maintenance or construction.

2.33 Wood piles shall be located only at the rear of a dwelling and should be screened from view from public streets, adjacent Lots and the Golf Course. Children's toys, swingsets, jungle gyms, trampolines and other outdoor recreational equipment and appurtenances shall be allowed only at the rear or behind a dwelling and shall be located so as not to be visible from any public street or the Golf Course. Free-standing playhouses and tree houses must be approved by the Committee. All swimming pools must be approved by the Committee; no above ground swimming pools shall be allowed on any Lot. No statues, water fountains, bird baths, flagpoles or furniture shall be placed or maintained on the front or side yards of any Lot. All outdoor furniture for any dwelling shall be kept and maintained only at the rear or behind a dwelling. Outside clothes lines and other facilities for drying or airing of clothes are prohibited. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall. Barbecue grills and other outdoor cooking equipment and apparatus shall be located only at the rear of a dwelling and should not be visible from any public street or the Golf Course. Statues, water fountains, bird baths, bird feeders, wood carvings, plaques and other home crafts shall be allowed only at the rear of a dwelling and should not be visible from any public street or the Golf Course. No rocks, rock walls, fencing or other substances shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same. Seasonal or holiday decorations (e.g. Christmas trees and lights, pumpkins, Thanksgiving decorations) shall be promptly removed from any Lot or dwelling within thirty (30) days following such holiday.

ARTICLE III

ARCHITECTURAL REVIEW COMMITTEE

3.01 The Committee will consist of no more than five (5) persons each of whom will be designated and may be removed at any time by the Developer, until such time as Developer relinquishes in writing the authority to appoint members to the Committee to the Association. At such time as Developer no longer owns any Lot in the Development or upon Developer's written notice to the Association that it no longer desires the right to exercise the right to appoint and remove members of the Committee, then the Board of Directors of the Association shall have the right to appoint and terminate, with or without cause, all members of the Committee.

3.02 All plans and specifications, including plot plans, grading and drainage plans for any improvements to a Lot, exterior materials, texture and color selections for any dwellings and the plans for all mailboxes and entrance columns serving any Lot in the Development shall be first filed with and approved by the Committee before any construction is commenced on such Lot. The Committee shall have the authority to require modifications and changes in plans and specifications if it deems the same necessary.

3.03 The authority to review any approve plans and specifications as provided herein is a right and not an obligation. Owners (and their respective contractors) shall have the sole obligation to oversee and construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by the Committee. No dwellings, buildings, structures or other improvements of any nature shall be constructed, erected, placed or maintained on any Lot until such time as the Committee has approved in writing the plans therefore. The Committee shall have the right to establish and amend from time to time written rules, regulations and standards governing policies, guidelines and minimum requirements relating to the construction and alteration of any dwellings or other improvements on any Lot, as well as the content and types of information required to be submitted to the Committee for its approval, each of which shall be in addition to the provisions and requirements set forth herein.

3.04 Any exterior remodeling, reconstruction, alterations or additions to an existing dwelling or any activity which would change or alter the exterior appearance of a dwelling must be approved by the Committee. Interior remodeling, reconstruction or alterations not affecting the exterior appearance of a dwelling shall not require the written approval of the Committee, but shall comply with all restrictions and covenants set forth herein.

3.05 Neither the Committee nor any architect nor 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. **EACH OWNER, BY ACCEPTANCE OF A DEED TO ANY LOT, DOES HEREBY WAIVE AND RELEASE THE COMMITTEE AND DEVELOPER AND ANY OF THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, MEMBERS AND SUCCESSORS AND ASSIGNS, FROM ANY LIABILITY OF ANY NATURE WHATSOEVER ARISING FROM DAMAGE, LOSS OR EXPENSE SUFFERED, CLAIMED, PAID OR INCURRED BY ANY OWNER ON ACCOUNT OF ANY DEFECTS IN ANY PLANS AND SPECIFICATIONS SUBMITTED TO OR APPROVED BY THE COMMITTEE, ANY DEFECTS RESULTING IN ANY WORK DONE IN ACCORDANCE WITH SUCH PLANS AND SPECIFICATIONS, THE FAILURE OF THE COMMITTEE TO APPROVE OR THE DISAPPROVAL OF ANY PLANS OR OTHER DATA SUBMITTED PURSUANT TO THE REQUIREMENTS OF THIS ARTICLE III AND ANY INJURY TO PROPERTY OR PERSON, INCLUDING DEATH, ARISING FROM ANY DEFECT IN ANY IMPROVEMENTS CONSTRUCTED ON SUCH OWNER'S LOT.**

3.06 The Committee shall, in its sole discretion, determine whether the plans and specifications and other data submitted by any Owner for approval are acceptable. Any approval granted by the Committee shall be effective only if such approval is in writing. The Committee shall have the right to disapprove any plans and specifications upon any ground which is consistent with the objectives and purposes of these Protective Covenants, including, without limitation, purely aesthetic considerations, failure to comply with any of the provisions of these Protective Covenants, failure to provide requested information, objection to exterior design, appearances or material, objection on the ground of incompatibility with the overall scheme of development for the Development, objection to location of any proposed improvements on any Lot, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any dwellings or other improvements on any Lot or any other matter which in the sole and absolute judgment of the Committee, would render the proposed dwelling or other improvements inharmonious with the general plan of development for the Development. The approval of plans, specifications and other data for any one specific dwelling shall not be deemed an approval or otherwise obligate the Committee to approve similar plans, specifications or data for any other dwelling to be constructed on any other Lot within the Development.

3.07 THE DEVELOPMENT MAY BE LOCATED IN AN AREA WHICH INCLUDES UNDERGROUND MINES, TUNNELS, SINKHOLES AND SUBSURFACE CONDITIONS. THE APPROVAL OF PLANS AND SPECIFICATIONS BY THE COMMITTEE SHALL NOT BE CONSTRUED IN

ANY RESPECT AS A REPRESENTATION OR WARRANTY BY THE COMMITTEE OR DEVELOPER TO ANY OWNER THAT THE SURFACE OR SUBSURFACE CONDITIONS OF ANY LOT ARE SUITABLE FOR THE CONSTRUCTION OF A DWELLING OR OTHER STRUCTURES THEREON. IT SHALL BE THE SOLE RESPONSIBILITY OF EACH OWNER TO DETERMINE THE SUITABILITY AND ADEQUACY OF THE SURFACE AND THE SUBSURFACE CONDITIONS OF THE LOT. NEITHER DEVELOPER NOR THE COMMITTEE SHALL BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE OR INJURY SUFFERED OR INCURRED BY OWNER OR ANY OTHER PERSON AS A RESULT OF SURFACE OR SUBSURFACE CONDITIONS AFFECTING A LOT OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, ANY SURFACE OR SUBSURFACE DRAINAGE AND ANY UNDERGROUND MINES, TUNNELS, SINKHOLES OR OTHER CONDITIONS OR TYPES OF GROUND SUBSIDENCE OCCURRING ON OR UNDER ANY LOT.

3.08 The Committee shall have the right to establish, amend, change and modify from time to time reasonable charges and fees for the review of any plans and specifications submitted pursuant to the provisions hereof. Furthermore, the Committee shall, upon request and at reasonable charges, furnish to any Owner a written certificate setting forth whether all necessary Committee approvals have been obtained in connection of any dwelling or other improvements on any Lot.

3.09 The Committee, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to any of the matters set forth in these Protective Covenants. Any variance approved by the Committee shall be in writing and shall be executed by either the chairman or the vice-chairman of the Committee.

3.10 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.

ARTICLE IV

WEATHERLY RESIDENTIAL ASSOCIATION, INC.

4.01 Every Owner of a Lot in the Development is subject to assessments, as hereinafter provided, and shall be a member of the Association (the Articles of Incorporation for which are recorded in the Probate Office of Shelby County, Alabama. Membership shall be appurtenant to and may not be separated from ownership of any

Lot and shall be subject to the provisions of these Protective Covenants and the rules, regulations and bylaws of the Association, as the same may be modified and amended from time to time.

4.02 The Association shall have one (1) class of voting membership. The members of the Association shall be Owners and, subject to the rights reserved by Developer in the Articles of Incorporation and Bylaws of the Association, shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all 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. Each Owner, by acceptance of a deed to a Lot, does hereby acknowledge and agree that (a) Developer, for so long as Developer owns any Lot in the Development, shall be exclusively entitled to take the various actions and vote on all matters to be voted on by the members of the Association in the manner set forth in the Articles of Incorporation and bylaws of the Association and (b) if Developer elects to add Additional Property to this Declaration or as part of the Association, Owner consents and agrees to the dilution of his voting interests in the Association as a result thereof.

4.03 The Association (with the prior written consent of Developer for so long as Developer owns any Lot in the Development) shall have the right at any time and from time to time to merge, consolidate or otherwise transfer all of the rights and obligations of the Association to any other association which has been formed for the benefit of the Owners of any of the Lots within the Development or any other real properties situated adjacent to or in close proximity with the Development.

ARTICLE V

COVENANT FOR ASSESSMENTS

5.01 Each Owner of a Lot within the Development, by acceptance of a deed to such Lot, agrees to pay to the Association: (i) annual assessments or charges levied each year by the Association, (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided and (iii) individual assessments which may be levied against any Lot and the Owner thereof as a result of such Owner's failure to comply with the terms of these Protective Covenants. The annual, special and individual assessments, together with interest, late charges, costs and reasonable attorneys' fees, shall also be a charge on each Lot and shall be a continuing lien upon each Lot against which such assessment is made, which lien may be enforced in the manner hereinafter provided. Each such assessment, together with interest, late charges, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due or was due.

5.02 The annual and special assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and residents in the Development and for the improvement and maintenance of the Common Area within the Development.

5.03 Any expenses incurred by the Committee or the Association in enforcing any of the provisions of these Protective Covenants against any specific Owner shall be deemed an individual assessment against such Owner and the respective Lot owned by such Owner. Such individual assessment shall be levied by the Association and shall be specified in a notice to the Owner, which notice shall also specify the due date for payment of the same. The Association is solely responsible for and shall assume all maintenance responsibilities with respect to all Common Area within the Development.

5.04 The annual assessment for the Development shall commence on June 1 of each year, and shall be paid in advance. The annual assessment shall be established by the Association in accordance with its rules, regulations and bylaws. Lots owned by the Developer shall not be subject to any assessment by the Association, be it annual, special or individual.

5.05 In addition to the annual assessments, the 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 Common Area, provided that any such assessment must have the assent and approval of (a) at least fifty-one percent (51 %) of the Owners who are voting in person or by proxy at a meeting duly called for this purpose and (b) to the extent Developer is the Owner of any Lot in the Development, the approval of Developer.

5.06 Written notice of any meeting called for the purpose of taking any action authorized under Section 5.05 above shall be sent to all Owners not less than thirty (30) days but no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners, either in person or by proxy, entitled to cast fifty-one percent (51 %) or more of all votes in the Association 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.

5.07 Both annual and special assessments must be fixed at a uniform rate for all Lots, shall commence as to each Lot on the day on which such Lot is conveyed to any Owner (other than Developer) and shall be due and payable in such manner as established by the Board of Directors of the Association. The Board of Directors of the

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. The due date for the payment of annual assessments shall be established by the Board of Directors in such notice (but such due date shall be, at a minimum, thirty (30) days from the date of such notice).

5.08 The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a Lot has been paid. A properly executed certification of the Association as the status of the assessment on a Lot is binding upon the Association as of the date of its issuance.

5.09 Any assessments (whether annual, special or individual) which are not paid on or before the due date of the same shall bear interest from and after such due date at a rate equal to the lesser of 18% per annum or the highest rate which may be charged to such Owner by law. In addition to interest, any assessments not paid by the due date for the same shall be subject to a late charge which the Board of Directors of the Association may from time to time establish. In the event any assessments or other amounts due to the Association are not paid by any Owner when the same comes due, then, in addition to all other rights and remedies provided at law or in equity, the Association, acting through its Board of Directors or through any of its duly authorized officers or representatives, may undertake any of the following remedies:

(a) The Association may commence and maintain a suit at law against the Owner for a personal money judgment to enforce all such charges and obligations for assessments and other amounts due to the Association, which amounts shall include the late charge and interest specified above as well as all attorneys' fees, court costs and all other costs and expenses paid or incurred by the Association in connection therewith; and/or

(b) The Association may enforce the lien created pursuant to Section 5.01 above as hereinafter provided. The lien created pursuant to Section 5.01 above shall secure the payment of any and all assessments (annual, special and individual) levied against any Lot or Owner, all late charges and interest as provided above as well as all attorneys' fees, court costs and all other expenses paid or incurred by the Association in attempting to collect the assessments and in maintaining any legal action in connection therewith. If any Assessments and other charges remain unpaid for more than sixty (60) days following the due date of the same, then the Association shall make written demand on the defaulting Owner, which demand shall state the date and amount of delinquency. If such delinquency is not paid in full within ten (10) days after the giving of such

demand notice, then the Association may file a claim of lien against the Lot of such delinquent Owner, which claim shall be executed by any member of the Board of Directors of the Association or any officer of the Association and shall be filed for record in the Probate Office of Shelby County, Alabama. The lien provided for herein shall be in favor of the Association and may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time. The Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell any such Lot purchased at any such foreclosure proceeding. Each Owner, by acceptance of a deed to any Lot, shall be deemed to (i) grant and vest in the Association and/or its agents the right and power to exercise the power of sale granted herein and foreclose the lien created herein, (ii) grant and vest in the Association and/or its agents the right and power to bring all actions against such Owner personally for the collection of all amounts due from such Owner, (iii) expressly waive any objection to the enforcement in foreclosure of the lien created herein and (iv) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any suit or action for foreclosure. No Owner (other than Developer) may waive or otherwise be exempt from the liability to pay the assessments provided herein.

5.10 The lien for assessments and other charges provided for herein with respect to any Lot shall be subordinate to the lien of any first mortgage encumbering such Lot. The sale or transfer of any Lot shall not affect any lien retained by the Association on a Lot; provided, however, that the sale or transfer of any Lot pursuant to mortgage foreclosure or any similar proceedings shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer.

5.11 In addition to the rights and remedies set forth above, if any Owner (or his contractor, family members, guests or invitees) shall violate or attempt to violate any of the covenants and restrictions set forth herein, then Developer, the Association or the Committee, jointly and severally, shall each have the right to prosecute proceedings at law for the recovery of damages against such Owner as a result of such violations or maintain a proceeding in equity against such Owner to enjoin such violation; provided, however, that the rights and remedies set forth herein shall be deemed to be cumulative of all other rights and remedies available at law or in equity. In any such proceedings, Developer, the Association or the Committee, jointly and severally, shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred by any of them in such proceedings, as well as interest on all unpaid amounts as specified in Section 5.09 above. The failure of Developer, the Association or the Committee to

institute proceedings for any one (1) or more violations of these Protective Covenants shall not constitute approval of the same or be construed as a waiver of any right of action contained herein for past or future violations of said covenants and restrictions.

ARTICLE VI

EASEMENTS

6.01 Developer does hereby establish and reserve for itself, the Association, the Committee and their respective successors and assigns, a permanent and perpetual non-exclusive easement over, across, through and upon each Lot for the purpose of inspecting each Lot and any dwelling constructed thereon in order to determine the compliance with the provisions of these Protective Covenants and to otherwise perform any of their duties or undertake any of the action authorized or permitted to be taken by any of them pursuant to these Protective Covenants.

6.02 Developer does hereby establish and reserve for itself, its successors and assigns, a permanent and perpetual non-exclusive easement over, across, through, upon and under those portions of any Lot upon which Developer has reserved an easement, as reflected on the recorded Subdivision Plat for such Lot, which easement may be used for the purpose of installing, erecting, maintaining and using above and below ground utility and cable television lines, poles, wires, cables, conduits, storm sewers, sanitary sewers, conveniences, appurtenances and other utilities.

6.03 Developer does hereby establish and reserve for itself, its successors and assigns, a permanent and perpetual non-exclusive easement over, across, through, upon and under all portions of the Common Area for the purpose of installing, erecting, maintaining and using thereon above and below ground utility and cable television lines, pipes, poles, wires, cables, conduits, storm sewers, sanitary sewers, conveniences and other utilities.

6.04 Subject to any applicable rules and regulations adopted from time to time by the Association and the payment of any fees and charges which may from time to time be established by the Association, Developer does hereby grant to the Association and each Owner the non-exclusive right, privilege and easement of access to and the use of the Common Area in common with Developer, its successors and assigns

ARTICLE VII

LAKE LOTS

7.01 Developer contemplates that portions of the Development may include lakes and water areas. The use of such lakes and water areas shall be subject to such rules and regulations which may be adopted and amended from time to time by the Association. Such restrictions may prohibit or limit the type of boating and other

recreational activities in or upon such lake areas and may require that any improvements on or adjacent to such lake areas be approved by the Committee.

7.02 THE OWNER OF ANY LOT OR DWELLING ABUTTING ANY LAKE OR WATER AREAS WITHIN THE DEVELOPMENT, FOR HIMSELF, ANY OCCUPANT OF THE SAME AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASING PARTIES"), BY ACCEPTANCE OF A DEED TO SUCH LOT, DO HEREBY WAIVE ALL CLAIMS AGAINST AND RELEASE DEVELOPER, THE ASSOCIATION AND THE COMMITTEE, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY OF ANY NATURE ARISING OUT OF OR ON ACCOUNT OF ANY LOSS, DAMAGE OR INJURY TO PERSONAL PROPERTY, INCLUDING DEATH, AS A RESULT OF ANY ENTRY ONTO THE LAKES OR WATER AREAS BY ANY OF THE RELEASING PARTIES, THE RISE AND FALL OF THE WATER LEVEL OF ANY LAKE OR ANY WATER AREA INCLUDING, WITHOUT LIMITATION, THE FLOW OF WATER ONTO AND OUT OF LAKES WHICH COULD RESULT IN OR CAUSE DAMAGE, BY FLOODING, SOIL EROSION OR OTHERWISE, TO THE LAND OF ANY OWNER, THE IMPROVEMENTS ON ANY LOT OR ANY PERSONAL PROPERTY SITUATED ON ANY PORTION OF ANY LOT OR WHICH WOULD RESULT IN OR CAUSE ANY IMPROVEMENTS SITUATED ON OR ADJACENT TO THE LAKES OR WATER AREAS TO BE UNUSABLE DUE TO LOW WATER LEVELS. FURTHERMORE, THE RELEASING PARTIES DO HEREBY ACKNOWLEDGE AND AGREE THAT (I) NEITHER DEVELOPER, THE ASSOCIATION OR THE COMMITTEE NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, SHALL PROVIDE ANY LIFE GUARD OR ANY OTHER SUPERVISORY PERSONNEL OR ASSISTANCE IN THE CONDUCT OF ANY ACTIVITY ON OR ABOUT ANY OF THE LAKES WITHIN THE DEVELOPMENT, (II) THE USE OF THE LAKES AND WATER AREAS WITHIN THE DEVELOPMENT BY ANY OF THE RELEASING PARTIES SHALL BE AT THE SOLE RISK AND EXPENSE OF THE PERSON OR ENTITY USING THE LAKES AND WATERWAYS AND (III) NEITHER DEVELOPER, THE ASSOCIATION, THE COMMITTEE, NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL BE OBLIGATED TO TAKE ANY ACTION TO MAINTAIN A SPECIFIC WATER LEVEL FOR ANY OF THE LAKES OR WATERWAYS WITHIN THE DEVELOPMENT.

ARTICLE VIII

GOLF COURSE PROPERTY

8.01 Developer or affiliates of Developer contemplate (but shall have no obligation) constructing a private golf course, clubhouse and related facilities and amenities (collectively, the "Golf Course") adjacent to or in close proximity with the Development. **THE GOLF COURSE IS NOT PART OF THE COMMON AREA NOR IS IT TO BE GOVERNED BY THE PROVISIONS OF THESE PROTECTIVE COVENANTS. NO OWNER OF ANY LOT NOR THE ASSOCIATION SHALL HAVE ANY RIGHT IN AND TO, OR ANY OBLIGATIONS WITH RESPECT TO, THE GOLF COURSE BY VIRTUE OF THESE PROTECTIVE COVENANTS OR BY VIRTUE OF THE OWNERSHIP OF ANY LOT WITHIN THE DEVELOPMENT. THE GOLF COURSE TO BE USED SOLELY BY THE MEMBERS OF THE GOLF CLUB AND OWNERSHIP OF ANY PORTION OF THE DEVELOPMENT OR ANY LOT OR DWELLING THEREIN SHALL NOT ENTITLE SUCH OWNER TO ANY RIGHT IN, TO OR THE USE OF THE GOLF COURSE.**

8.02 To the extent any Lot abuts or is adjacent to the Golf Course, Developer does hereby establish, for itself and its successors and assigns, a permanent, perpetual and exclusive easement over, across, through, upon and under those portions of any such Lot abutting the Golf Course upon which Developer has reserved an exclusive easement, as reflected on the recorded Subdivision Plat for such Lot, which exclusive easement area shall be maintained in an undisturbed natural state, free from any improvements, swimming pools, outdoor furniture, swing sets, outdoor recreational facilities, equipment and other devices, equipment, tools, machinery, buildings or other structures of any nature. The foregoing exclusive easement area reserved by Developer may be utilized by Developer, its successors and assigns, any person or entity which may own or lease the Golf Course and its respective members, guests, authorized users and caddies for entry thereon to remove golf balls therefrom, to search for golf balls and to otherwise enter the same to play golf from such easement area.

8.03 The Owner of any Lot situated adjacent to or in close proximity with the Golf Course, by acceptance of a deed to such Lot, hereby waives and releases Developer, the Committee, the Association and the owners, lessees and operators of the Golf Course and their respective officers, directors, shareholders, members and partners, from any and all liability of any nature whatsoever arising out of or in connection with any damage or injury (including death) to person or property caused by any golf balls entering onto such Owner's Lot.

8.04 The Owner of any Lot lying adjacent to any portion of the Golf Course, as well as their family members, guests, agents and invitees, shall refrain from any actions or activities which would distract the play of golf on the Golf Course or which would otherwise create a nuisance. Such prohibited activities shall include, without limitation, burning materials where the smoke would interfere with the play of golf, allowing dogs or other pets to bark, create odors or otherwise become a nuisance to golfers, entry onto the golf course, playing of loud radios, televisions, stereos or musical instruments, running or walking on the golf course, the cart paths thereof or otherwise picking up golf balls or any other interference of any nature with the play of golf on the Golf Course. **NO OWNER, HIS HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, INVITEES, FAMILY MEMBERS, GUESTS OR OTHER PERSONS COMING ONTO THE DEVELOPMENT OR ANY LOT THEREIN, SHALL ENTER ONTO ANY OF THE PROPERTY COMPRISING THE GOLF COURSE UNLESS THE OWNER, LESSEE OR OPERATOR OF THE GOLF COURSE HAS IN WRITING APPROVED SUCH ENTRY ON SUCH TERMS AND CONDITIONS AS THE OWNER, LESSEE OR OPERATOR OF THE GOLF COURSE MAY, IN ITS SOLE DISCRETION DETERMINE.**

ARTICLE IX

MISCELLANEOUS

9.01 Developer reserves the right, in its sole and absolute discretion, at any time and from time to time, to add and submit any additional property (the "Additional Property") situated adjacent to or in close proximity with the Development to the terms and provisions of these Protective Covenants. Additional Property may be submitted to the provisions of these Protective Covenants by an instrument executed solely by Developer and filed for record in the Probate Office of Shelby County, Alabama, which instrument shall be deemed an amendment to these Protective Covenants which need not be consented to or approved by any Owner or his mortgagee and which may contain different terms, conditions, restrictions and provisions from those set forth herein. From and after the date on which an amendment to these Protective Covenants is recorded in the Probate Office of Shelby County, Alabama submitting any Additional Property to the terms and provisions hereof, (a) all references herein to Owner shall include the Owners of all Lots within the Development and the Owners of all Lots within such Additional Property, (b) all references herein to the Development shall include the Additional Property and (c) the number of votes in the Association shall be increased by the number of Lots within the Additional Property so that there shall continue to be one vote in the Association per Lot within the Development. In no event shall Developer be obligated to submit any Additional Property to the provisions of these Protective Covenants or to otherwise impose any covenants, conditions or restrictions set forth herein upon any other real property owned by Developer situated adjacent to or in close proximity with the Development.

9.02 The terms and provisions of these Protective Covenants shall be binding upon each Owner and the respective heirs, executors, administrators, personal representatives, successors and assigns of each Owner and shall enure to the benefit of Developer, the Committee, the Association and all of the Owners of any of the Lots within the Development. These Protective Covenants shall be deemed covenants running with the land and any Lot in the Common Area shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to all of the terms and provisions of these Protective Covenants.

9.03 It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of fifty (50) years from the date hereof, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless, by a vote of at least fifty-one percent (51 %) of the then Owners of the Lots, it is agreed to change the same in whole or part.

9.04 These covenants and restrictions may be amended or altered (a) solely by the Developer during such periods of time as the Developer owns any Lots in the Development, so long as such amendment does not materially and adversely affect or alter any Owner's right to use his Lot or (b) by the consent of a majority vote of Lot Owners (including Developer who shall have the voting rights attributable to the Lots owned by Developer) and the written agreement of the Developer.

9.05 All personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and vice versa.

9.06 Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Development.

9.07 Notwithstanding anything provided herein to the contrary, no sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any Lot by Developer to any third party shall constitute or be deemed a transfer of any of the rights reserved herein to Developer unless express reference is made in such instrument of conveyance to the specific rights created in these Protective Covenants which Developer is transferring to such third party.

9.08 Whenever in these Protective Covenants, Developer, the Association or the Committee has the right to approve, consent to or require any action be taken, such approval, consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of Developer, the Association or the Committee, as the case may be.

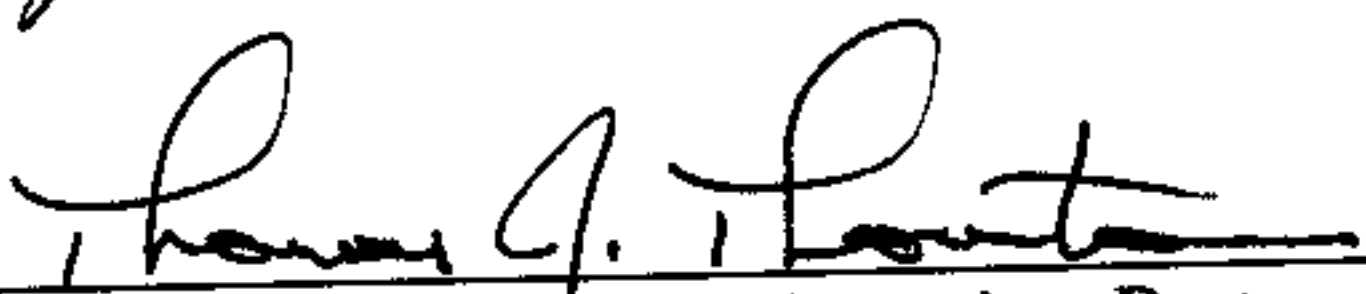
IN WITNESS WHEREOF, Developer has executed this instrument on the 16th
day of August, 1994.

OWNER AND DEVELOPER:

WEATHERLY JOINT VENTURE, L.L.C.



Jack H. Harrison, Managing Partner

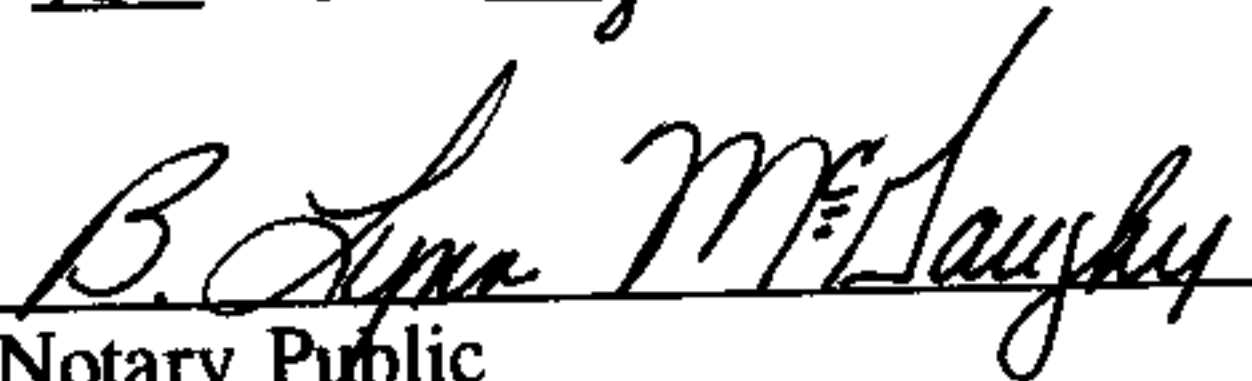


Thomas J. Thornton, Managing Partner

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jack H. Harrison and Thomas J. Thornton, whose names as Managing Partners of Weatherly Joint Venture, L.L.C., are signed to the foregoing instrument and who are known to me, acknowledged before me on this the day, that being informed of the contents of said instrument, they as such Managing Partners and with full authority to do so, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of August, 1994.



Notary Public
My Commission Expires: 7-15-95

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT

Lots 1-41 and Lots 88-92, inclusive, according to the survey of Weatherly, Glen Abbey Sector 12, as recorded in Map Book 18, Page 128, in the Probate Office of Shelby County, Alabama.

Inst # 1994-25694

08/18/1994-25694
10:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
021 MCD 60.50