

This Instrument Prepared By:

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AN AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS FOR
WEATHERLY, WARWICK VILLAGE, SECTOR 17

AS RECORDED
IN INSTRUMENT NO. 1995-32578

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR WEATHERLY, WARWICK VILLAGE, SECTOR 17, is made and entered into as of the 30th day of November, 1995 by Weatherly Lands, L.L.C., an Alabama Limited Liability Company (which, together with its successors and assigns, is hereinafter referred to as "Developer").

R E C I T A L S :

Developer has heretofore executed and filed for record the Declaration of Protective Covenants for Weatherly, Warwick Village, Sector 17, dated November 13, 1995 and recorded as Instrument No. 1995-32578 in the Office of the Judge of Probate of Shelby County, Alabama (the "Original Covenants").

Developer being the sole owner of all of the lots in the said Sector hereby amends Article I, Section 1.05 to read as follows:

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 (1,000)** square feet of living area. Square footage measurements shall include only the living (heated and cooled) areas of a dwelling but shall not include porches, garages, basements or decks. All dwellings will have wooden, vinyl clad, aluminum clad or painted aluminum windows; brick, stucco or stone on the front and sides of all homes and the rear can be horizontal wood or masonite siding from the foundation 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.

Inst # 1995-34622

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SHELBY COUNTY JUDGE OF PROBATE
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1995-34622

IN WITNESS WHEREOF, the Developer, subject to the Original Covenants, has executed this instrument on the 30th day of November, 1995.

FIRST ALABAMA BANK SHELBY COUNTY

By: [Signature]
K.R. Kirkland

WEATHERLY LANDS, L.L.C.

By: [Signature]
THOMAS J. THORNTON
Managing Member

By: [Signature]
JACK H. HARRISON
Managing Member

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas J. Thornton and Jack H. Harrison, whose names as Managing Members of Weatherly Lands, L.L.C., are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such Managing Members 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 the 30th day of November, 1995.

[Signature]
NOTARY PUBLIC

My Commission Expires: 8/24/99

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that K.R. Kirkland, whose name as President of First Alabama Bank Shelby County, 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 President 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 the 30th day of November, 1995.

[Signature]
Inst # 1-158622

12/04/1995 01:28 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 13.00
My Commission Expires: MY COMMISSION EXPIRES OCT. 20, 1999