

This Instrument Prepared By:

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Hoover, Alabama 35244

**AN AMENDMENT TO THE**  
**DECLARATION OF PROTECTIVE COVENANTS FOR**  
**WEATHERLY, BELVEDERE, SECTOR 23**

**AS RECORDED**  
**IN INSTRUMENT NO. 1996-16066**

Inst # 1996-24005  
07/25/1996-24005  
10:57 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 15.50

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR WEATHERLY, BELVEDERE, SECTOR 23, originally filed in instrument number 1996-16066 is made and entered into as of the 18th day of July, 1996 by Weatherly Lands, L.L.C., an Alabama Limited Liability Company (which, together with its successors and assigns, is hereinafter referred to as "Developer") and all additional parties who are owners of the land identified as Belvedere, Sector 23.

**R E C I T A L S :**

WHEREAS, Developer has heretofore executed and filed of record the Declaration of Protective Covenants for Weatherly, Belvedere, Sector 23, dated May 16, 1996 and recorded in instrument number 1996-16066 in the Office of the Judge of Probate of Shelby County, Alabama (the "Original Covenants"); and

WHEREAS, Developer is desirous of amending the original declaration thereto by revising Article I, Section 1.05.

NOW THEREFORE, Developer and all owners of property in Weatherly, Belvedere, Sector 23 hereby amend the Declaration of Protective Covenants for Weatherly, Belvedere, Sector 23, as above described by amending 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 three hundred fifty (1,350) 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 or painted aluminum windows and no more than twenty (20%) percent of houses shall have all siding on the front of the house. The remaining houses will have either all brick or stone or partial brick or stone fronts. The remaining

sides of all of the houses may be siding or brick or stone. 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.

IN WITNESS WHEREOF, the Developer and the undersigned property owners in Weatherly, Belvedere, Sector 23, subject to the Original Declaration of Protective Covenants have executed this instrument on the 18th day of July, 1996.

WEATHERLY LANDS, L.L.C.

By: Thomas J. Thornton  
THOMAS J. THORNTON  
Managing Member

By: Jack H. Harrison  
JACK H. HARRISON  
Managing Member

JAMES D. MASON  
d/b/a MASON CONST. CO.

By: James D. Mason  
JAMES D. MASON

JACKIE WILLIAMS CO., INC.

By: Jackie Williams  
JACKIE WILLIAMS

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 18th day of

July, 1996.

  
NOTARY PUBLIC

My Commission Expires: 7-15-99

STATE OF ALABAMA)  
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James D. Mason whose name as President of Mason Const. Co. 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 18th day of July, 1996.

  
NOTARY PUBLIC

My Commission Expires: 7-15-99

STATE OF ALABAMA)  
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jackie Williams whose name as President of Jackie Williams Co., Inc. 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 18th day of July, 1996.

  
NOTARY PUBLIC

My Commission Expires: 7-15-99

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