

This Instrument Prepared By
Law Office of Jack H. Harrison, P.C.
1855 Data Drive, Suite 100
Hoover, Alabama 35244

**DECLARATION OF PROTECTIVE COVENANTS FOR
WEATHERLY, ABERDEEN, SECTOR 18**

**AS RECORDED
IN MAP BOOK 21, PAGE 148, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA**

Inst # 1996-38572

11/21/1996-38572

04:01 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

026 MCD 74.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS THAT:

assessments, limitations and restrictions.

ARTICLE I
EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

1.01 All Lots shall be known and described as residential townhome lots and shall be used for single-family residential townhome purposes exclusively. No Lot shall be subdivided or re-subdivided 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 not permitted. No outbuildings will be allowed.

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 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: Twenty

level. 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 ways to the Development, 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 areas, including, without limitation, 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 "Owners") to prevent 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, including firewood, shall be allowed to be placed or suffered to remain upon any part of any Lot or the Property, including vacant lots or Common Area. Developer

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 an annoyance or nuisance to the neighborhood or to other Owners or which would be in violation of any applicable governmental law, ordinance or regulation.

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 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 approved 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 Property.

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

dwelling (unless required by any applicable governmental authority) and shall not be visible from any street or road. All outside air conditioning units and utility meters shall be screened by appropriate landscaping so as not to be visible from any public street.

2.12 Wood frame, vinyl or painted aluminum windows will be used exclusively on the sides, fronts, and rears of all dwellings constructed.

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 Wood fencing may be utilized on any Lot with prior written approval of the same by the Committee. If fencing is not finished on both sides, the finished side must be to the outside, if it faces any street or house.

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

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 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. All roofs will be three dimensional roofing product and all homes will use the same color in this Sector. 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 Cantilevered chimney.chases shall be allowed on the front or side of any dwelling.

2.24 All driveways visible from the street must be concrete finish.

2.25 No Lot shall be cultivated for crops of any sort

flowering trees designated or approved by the Committee. All 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 Property, 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 within the Property.

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 Property 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 Property.

2.31 To insure the maintenance of the natural beauty, no Owner shall be allowed to dam up the cree

or in equity, the Association, acting through the 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 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 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 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 a lien against the Lot of such delinquent Owner, which claim shall be executed by any member of the Board of Director of the Association or any officer 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

Lots, subject to the Original Covenants, have executed this instrument on the 19th day of November, 1996.

WEATHERLY LANDS, L.L.C.

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

By: Jack H. Harrison
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 19th day of November, 1996.

B. Lynn McNaughton
NOTARY PUBLIC

