

This instrument was prepared by:
Kelly Reid-Bailless
5330 Stadium Trace Parkway
Birmingham, Alabama 35244

Send Tax Notice To:
Weatherly Homeowners Assoc.
P O Box 1022
Pelham, Al. 35124

Warranty Deed

12,000

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Ten Dollars and any other valuable considerations (\$10.00) _____ DOLLARS.

WEATHERLY INVESTMENT PARTNERSHIP, AN ALABAMA GENERAL PARTNERSHIP

(herein referred to as **GRANTOR**) in hand paid by the grantee herein, the receipt of which is hereby acknowledged the said **GRANTOR** does by these presents, grant, bargain, sell and convey unto

WEATHERLY HOMEOWNERS ASSOCIATION, INC.

(herein referred to as **GRANTEE**, whether one or more), the following described real estate, situated in

Shelby County, Alabama to wit:

The above area is conveyed subject to all easements, restrictions, covenants and rights of ways of Record and exhibit A attached and hereunto made a part of this conveyance.

Grantee's Address: PO Box 1022
Pelham Alabama 35124

TO HAVE AND TO HOLD, To the said **GRANTEE**, his, her or their heirs and assigns forever.

And said **GRANTOR** does for itself, its successors and assigns, covenant with said **GRANTEE**, his, her or their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to be said **GRANTEE**, his, her or their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said **GRANTOR** by its **MANAGING PARTNER, AWTREY-JOHNSON DEVELOPMENT CORP.**, who is authorized to execute this conveyance, hereto set its signature and seal, this the 12th day of December, 1997.

AWTREY-JOHNSON DEVELOPMENT CORP., MANAGING PARTNER

BY: *Donald R. Slatton*
DONALD R. SLATTON, EXECUTIVE VICE PRESIDENT
AWTREY-JOHNSON DEVELOPMENT CORP.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority a Notary Public in and for said County, in said State, hereby certify that **DONALD R. SLATTON** whose name as **EXECUTIVE VICE PRESIDENT** of Awtrey-Johnson Development Corp., whose name as general managing partner of Weatherly Investment Partnership, an Alabama General Partnership, is signed to the foregoing conveyance, and who is known to me, the conveyance, he, as such officer and with full authority, executed the same voluntarily.

Given under my hand and official seal, this the 12th day of December, 1997

Charles R. Abbott
Notary Public

My Commission Expires: 1-26-99
Form ALA-32(Rev.12-74)

Inst # 1998-04242

02/09/1998-04242
09:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 25.50

1998-04242

Exhibit "A"

COVENANT FOR STORM WATER RUN-OFF CONTROL

Grantee does, for itself, its successors and or assign, herewith covenant and agree to take all measures necessary to prevent sediment and other pollutants in water used in the construction process or storm water run-off from disturbed areas from leaving the boundaries of the lot here in conveyed. Grantee further covenants to exercise Best Management Practices (BMPs) for control of pollutants in storm water run-off and to comply with all city, county and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act and the Alabama Environmental Management Act. Should Grantee fail to comply with this covenant, Grantor does reserve an easement over and across the property herein conveyed for itself, its agents, sub-contractors or assigns in order to install, erect of pollutants or situation in storm water run-off. Grantor further reserves the right and authority to impose a lien on the property herein conveyed for the collection of cost incurred in the installation, erection or maintenance of such measures provided Grantee does not reimburse Grantor for such cost within 10 days after receipt of written demand. The foregoing shall be and is a covenant running with the land to the benefit of Grantor, its successors and or assign.

Grantee does hereby acknowledge and agree to the matters stated herein:

COMMON AREA SOUTHWEST OF WEATHERLY WAY

A parcel of land situated in the SE ¼ of Section 19, Township 20 South, Range 2 West, being more particularly described as follows:

Commence at the NW corner of lot 186 of Weatherly Sector 2 Phase 1 as recorded in map book 14 page 12 in the office of the Judge of Probate in Shelby County, said point also being the **POINT OF BEGINNING** and a point on the southwesterly right-of-way line of Weatherly Way; thence N 28deg-20'4" W along said right-of-way for a distance of 80.15' to a point on a curve to the left having a central angle of 7deg-30'07" and a radius of 427.59', said curve subtended by a chord bearing N 32deg-05'07" W and a chord distance of 55.95'; thence along the arc of said curve and along said right-of-way for a distance of 55.99'; thence N 35deg-50'11" W along said right-of-way for a distance of 22.34' to a point on a curve to the right having a central angle of 9deg-30'31" and a radius of 390.71', said curve subtended by a chord bearing N 31 deg-04'56" W and a chord distance 64.77'; thence along the arc of said curve and along said right-of-way for a distance of 64.84'; thence N 26deg-19'40" W along said right-of-way for a distance of 99.82' to a point on a curve to the left having a central angle of 32deg-00'00" and a radius of 145.00', said curve subtended by a chord bearing N 42deg-19'40" W and a chord distance of 79.93'; thence along the arc of said curve and along said right-of-way for a distance of 80.98'; thence N 58deg-19'40" W along said right-of-way for a distance of 54.95' to the intersection of said right-of-way and the southeasterly right-of-way line of Shelby County Highway number 11; thence S 37deg-28'46" W along said Shelby County Highway number 11 right-of-way and leaving said Weatherly Way right-of-way for a distance 36.28'; thence N 82 deg-28'36"E and leaving said right-of-way for a distance of 30.00'; thence S 52deg-31'24" E for a distance of 50.00'; thence S 32 deg-39'04" E for a distance of 296.46'; thence S 00deg-19'15" W for a distance of 105.00'; thence N 52deg-00'04" E for a distance of 66.53' to the **POINT OF BEGINNING**. Said parcel contains 10,787 sq. Ft., more or less.

Exhibit "A" Continued

COMMON AREA NORTHEAST OF WEATHERLY WAY

A parcel of land situated in the SE ¼ of Section 19, Township 20 South, Range 2 West, being more particularly described as follows:

Commence at the SW corner of lot 185 of Weatherly Sector 2 Phase 1 as recorded in map book 14 page 12 in the office of the Judge of Probate in Shelby County, said point also being the **POINT OF BEGINNING** and a point on the southwesterly right-of-way line of Weatherly Way; thence N 28deg-24'28" W along said right-of-way line for a distance of 19.54' to a point on a curve to the right having a central angle of 15deg-04'02" and a radius of 197.97'; said curve subtended by a chord bearing N 20deg-52'27" W and a chord distance of 51.91'; thence along the arc of said curve and along said right-of-way for a distance of 52.06'; thence N 13deg-20'26" W along said right-of-way for a distance of 153.3' to a point on a curve to the left having a central angle of 0deg-57'27" and a radius of 205.00'; said curve subtended by a chord bearing N13deg-49'12" W and a chord distance of 3.43'; thence along the arc of said curve and along said right-of-way for a distance of 3.43'; thence S22deg-31'17" E for and leaving said right-of-way for a distance of 212.64'; thence S 38deg-45'14" W for a distance of 27.9' to the **POINT OF BEGINNING**. Said parcel contains 3,655 sq. ft., more or less.

COMMON AREA NORTHEAST OF WEATHERLY WAY AND SOUTHEAST OF HWY. 11

A parcel of land situated in the SE ¼ of Section 19, Township 20 South, Range 2 West, being more particularly described as follows:

Commence at the SW corner of lot 185 of Weatherly Sector 2 Phase 1 as recorded in map book 14 page 12 in the office of the Judge of Probate in Shelby County; thence N38deg-45'14" E for a distance of 27.90'; thence N 22deg-31'17" W for a distance of 271.60' to the **POINT OF BEGINNING**; thence continue along last described course for a distance of 44.90'; thence N 00deg-10'56" E for a distance of 299.12' to a point on the southeasterly right-of-way line of Shelby County Highway number 11; thence S 37 deg-28'36" W along said right-of-way for a distance of 208.14' to the intersection of said right-of-way and northeasterly right-of-way line of Weatherly Way; thence S 46deg-36'50"E leaving said Shelby County Hwy. 11 and along said Weatherly Way right-of-way for a distance of 45.17' to a point on a curve to the right having a central angle of 12deg-31'55" and a radius of 430.00' said curve subtended by a chord bearing S40deg-20'52" E and a chord distance of 93.86'; thence along the arc of said curve and along said right-of-way for a distance of 94.05'; thence S 34deg-04'55" E along said right-of-way for a distance of 87.96' to the **POINT OF BEGINNING**. Said parcel contains 19,043 sq. ft., more or less.

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