

## ASSIGNMENT

Weatherly Lands, L.L.C., an Alabama Limited Company (which, together with its assessors and assigns, is hereinafter referred to as "Developer") has developed 13 sectors within the Weatherly Residential Association development. Article III of the various Protective Covenants refers to the Architectural Review Committee. Section 3.01 states "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 within the Property or upon Developer's written notice to the Association that it no longer desires 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."

The Developer of the Weatherly subdivision, including Sectors 12 - 25, hereby delegate and appoint the Board of Directors of the Weatherly Residential Association to an Architectural Committee for review and approval of the following:

1. All items requiring architectural approval as provided in the General Covenants, Restrictions and Easements of each Sector for any home after the initial sale and occupancy.
2. The Board of Directors may delegate and appoint specific members to the Weatherly Residential Architectural Committee to conduct such reviews.
3. The Architectural Committee shall review plans in accordance with the covenants established for each Sector.

This appointment is effective as of the date of this Assignment.

In witness whereof, the Developer has executed this instrument on the 18 day of August, 1999.

Weatherly Lands, L.L.C.

By: ~~Thomas J. Thornton~~ Patrick A. Thornton *P.A.T.*

Patrick A. Thornton  
Its: Managing Member

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas. J. Thornton, whose name as Managing Member of Weatherly Lands, L.L.C., 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 Managing Member and with full authority to do so, executed the same voluntarily on the say the same bears date.

Given under my hand and official seal the 18<sup>th</sup> day of August, 1999.

Maire E. Gidson  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 8, 2001  
POWERED TIME NOTARY PUBLIC EMBROIDERED

Inst # 1999-38364

09/13/1999-38364  
12:03 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
001 MS 8.50

REC'D

AUG 20 1999