

This Amendment to the Declaration of Protective Covenants, Conditions, and Restrictions for Weatherly, Weatherly Warwick Village Sector, is made and executed in Shelby County, Alabama, this the 17 day of May, 2022 by the Weatherly Residential Association, Inc., an Alabama Non-Profit Corporation (the "Association").

**RECITALS:**

**WHEREAS**, the Association has heretofore executed the Declaration of Protective Covenants, Conditions, and Restrictions (the "Declaration") in instrument number 1995-32578, recorded in the Probate Office of Shelby County, Alabama. Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration; and

**WHEREAS**, the Association desires to make amendments in order to more efficiently carry out the affairs of the Association, which amendments are made consistent with Section Article IX § 4 of the Declaration;

**WHEREAS**, Article IX § 4 of the Declaration authorizes the Association to amend the Declaration with approval of fifty-one percent (51%) of the membership of the Association; and

**WHEREAS**, the Association held a special meeting on the 4<sup>th</sup> day of May, 2022, at which a vote was taken on the following Amendments to the Declaration. At such vote the affirmative votes meets or exceeds the percentage vote required for amendment under the Declaration Article IX § 4; and

**NOW, THEREFORE**, in consideration of the premises, the Association does hereby amend the Declaration as follows:

**1. Article II § 34 is hereby added:**

All leases for Parcels within the Association shall be in writing and shall provide for an initial term for each tenant of not less than one (1) year. After the expiration of said initial lease term, that same tenant or tenants may remain on a month-to-month basis, but any new tenant must begin their tenancy with the minimum one (1) year term. At no time shall a Parcel Owner use a Parcel or allow a Parcel to be used for a short-term lease, short-term rental, vacation rental, or any use other than as a single-family primary residence. No more than ten percent (10%) of the Parcels within the Association may be leased at any given time to any third party. Any Parcel Owner currently using any Parcel as a lease property may continue to do so. Any lease in effect as of the date of this Amendment shall be considered in the allocation of the ten percent (10%) Parcel leasing cap set forth in this Section.

Parcel Owners wishing to lease their parcels, if the maximum number has been reached, shall notify the Association in writing and the Association shall keep a list of parcels which owners wish to lease. The list shall be first come, first serve, for each parcel, whether or not owned by the same Parcel Owner. The Association Board of Directors, or their agents, shall keep an accurate list and consult it from time to time to ensure that the requirements of this section are being met, but it shall not be the responsibility or duty of

the Association or the Board to keep Parcel Owners apprised of the list. Once there is availability due to the Association being under the ten percent (10%) parcel cap, the Association will notify the first person on the list. That person will have seven (7) days to present the proposed lease as contemplated in the this Section. If the Parcel Owner does not comply, within the time allotted, that Parcel shall be removed from the list and the Association shall notify the next Parcel Owner.

If the Association is at the ten percent (10%) parcel limit, a Parcel Owner may petition the Board for a variance from this limit. The petition shall be submitted to the Board, in writing, and shall outline the reason or reasons that a variance is necessary. The Board shall, at its own discretion and for whatever reason, permit or deny this variance. Any variance granted pursuant to this section shall be for a term not greater than twelve (12) months.

Any Parcel Owner desiring to lease a Parcel shall disclose that fact in writing to the Association before execution of any lease in order to confirm that such proposed lease will not result in exceeding leasing cap set forth in this Section and will not otherwise violate any requirements of this Section. The Association will provide notice to the Parcel Owner regarding the proposed lease's compliance with the requirements of this Section within seven (7) days following written request from a Parcel Owner seeking permission to lease a Parcel. Thereafter, within seven (7) days following the execution of any lease, the Parcel Owner shall provide the Association with a copy of the Lease along with a non-refundable damage fee of five hundred dollars (\$500.00) per rental Parcel payable to the Association that shall be debited to cover the Association's damages in the event that any tenant of the Owner or the Owner cause any damage to the common or limited common areas of the Association or otherwise fail to abide by the provisions of the Declaration as well as the extra record keeping and other expenses associated with the leasehold parcels. This fee shall be paid by a Parcel Owner for each Parcel that said Owner wishes to lease. This fee shall only be paid once per Parcel for the duration of that Parcel's use as a lease property and said fee shall not be required to be paid again for so long as that Parcel is used as a lease property. Termination of a Parcel's use as a lease property or the transfer of ownership of the Parcel shall cause this fee to be due again upon that same Parcel's use again as a lease property, whether by the same or a different Parcel Owner. Upon transfer of ownership of any Parcel, that parcel's use as a lease property will cease, except that any current tenant may stay for the remainder of the lease period. However, at the end of the lease period, that tenancy shall end and no month-to-month tenancy shall be allowed. If the new Parcel Owner wishes to lease that property in the future, that Owner will notify the Association in writing so that the parcel can be placed on the waiting list, if need be. The specific purpose of this portion of this Section is that the Association wishes to curtail the sale of a Parcel which is being used as a lease property from one Parcel Owner to the next for continued use as a lease parcel.


All Parcel Owners engaging in leasing shall promptly furnish to the their tenants upon execution of any lease copies of the Declaration, Bylaws, and any Rules and Regulations of the Association (collectively known as "governing documents"). All tenants of any Parcel shall be bound by and subject to all of the provisions and obligations set forth in

the governing documents and all leases for Parcels shall expressly so provide. Each lease, in order to satisfy the requirements of this section, shall contain a provision signed by the Parcel Owner and the tenant acknowledging that the final duty to pay assessments and in all other ways comply with the Declaration is ultimately the responsibility of the Parcel Owner. Any Parcel Owner executing a lease shall not be relieved thereby from any of the conditions of the governing documents. If the Association Board of Directors determines that any tenant of any Parcel has failed to comply with the conditions of the governing documents, the Association may, after five (5) days written notice of the violation of the Owner, impose a monetary fine against the Parcel Owner in the amount of fifty dollars (\$50.00) per day for each day that any such violation continues to exist in addition to any other remedies available under the governing documents.

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**WEATHERLY RESIDENTIAL ASSOCIATION, INC.,**  
an Alabama Non-Profit Corporation

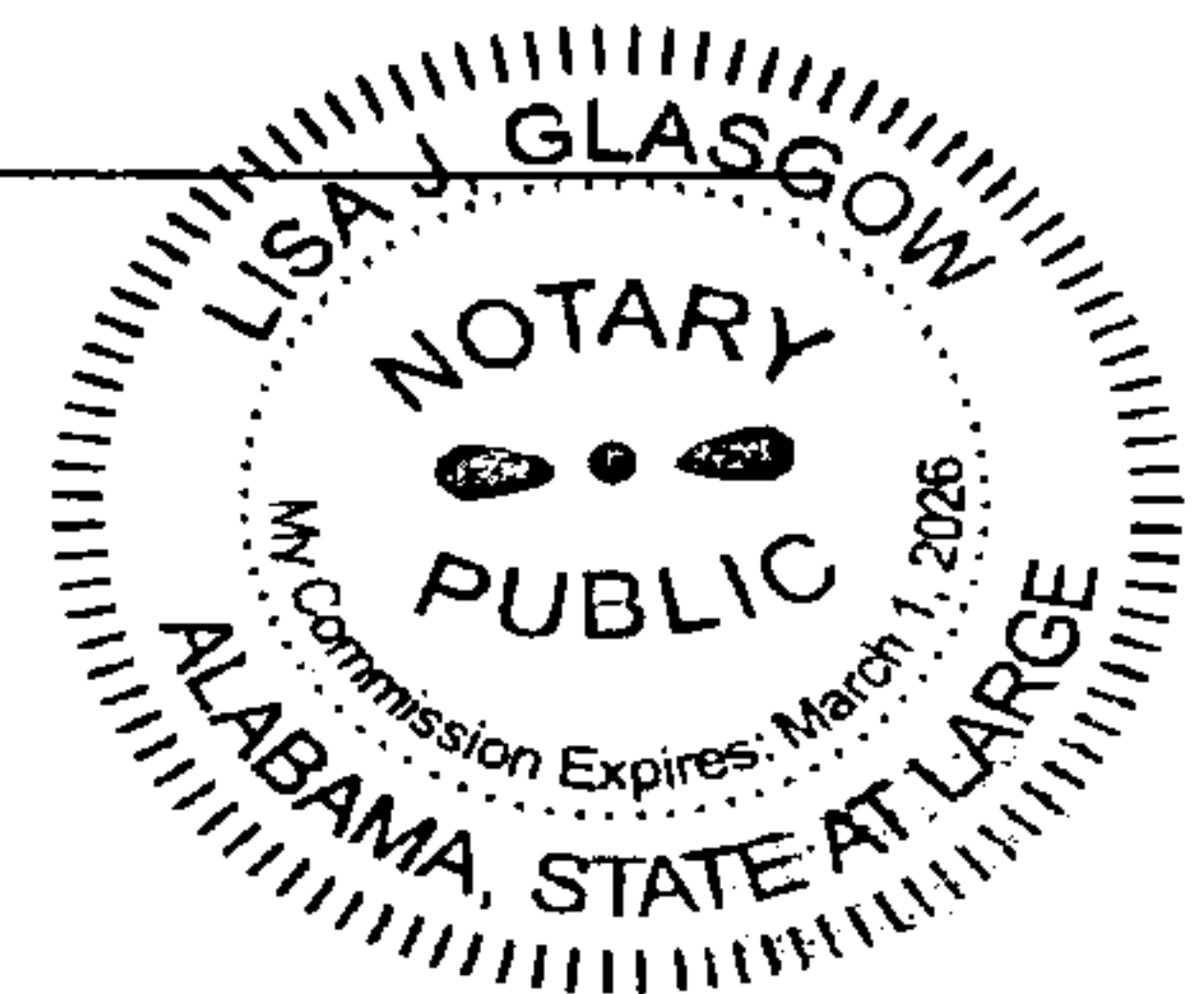
Sign:   
Print: Jeff Hurwitz  
Board Member, Weatherly Residential Association. Inc.

**STATE OF ALABAMA )**  
**SHELBY COUNTY )**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jeff Hurwitz, whose name as a member of the Board of Directors of Weatherly Residential Association, Inc., an Alabama non-profit corporation, is signed to the foregoing, and who is known to me, acknowledged before me, unequivocally, on this day that being informed of the contents of such, they, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 17<sup>th</sup> day of May 2022,  
2022.

  
Notary Public  
My Commission Expires: 3/1/24



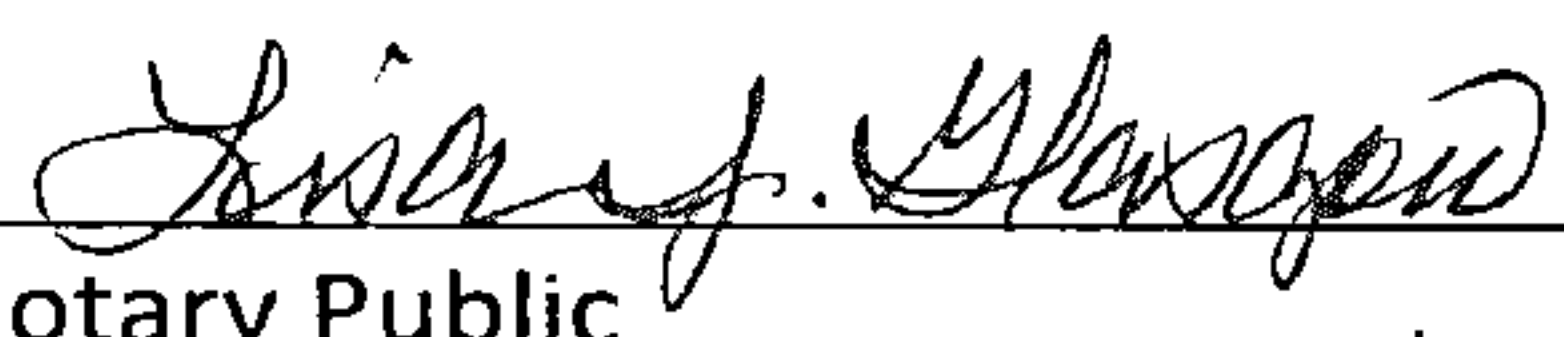
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Notary Public  
My Commission Expires: 3/1/26



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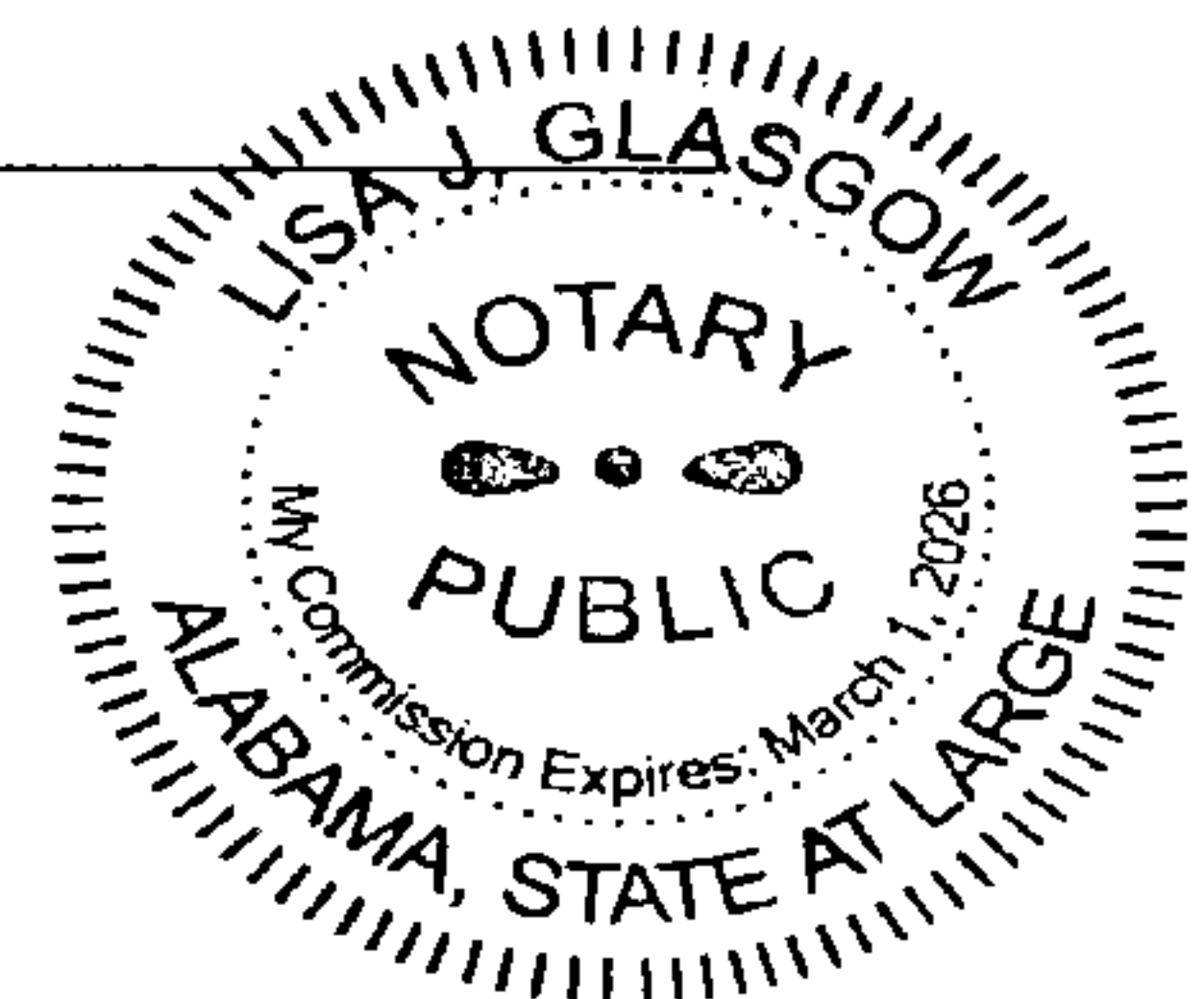
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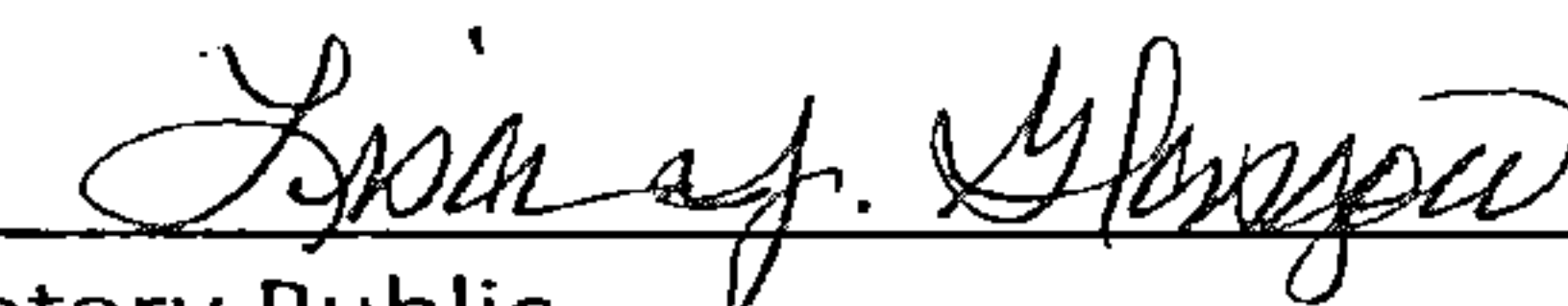
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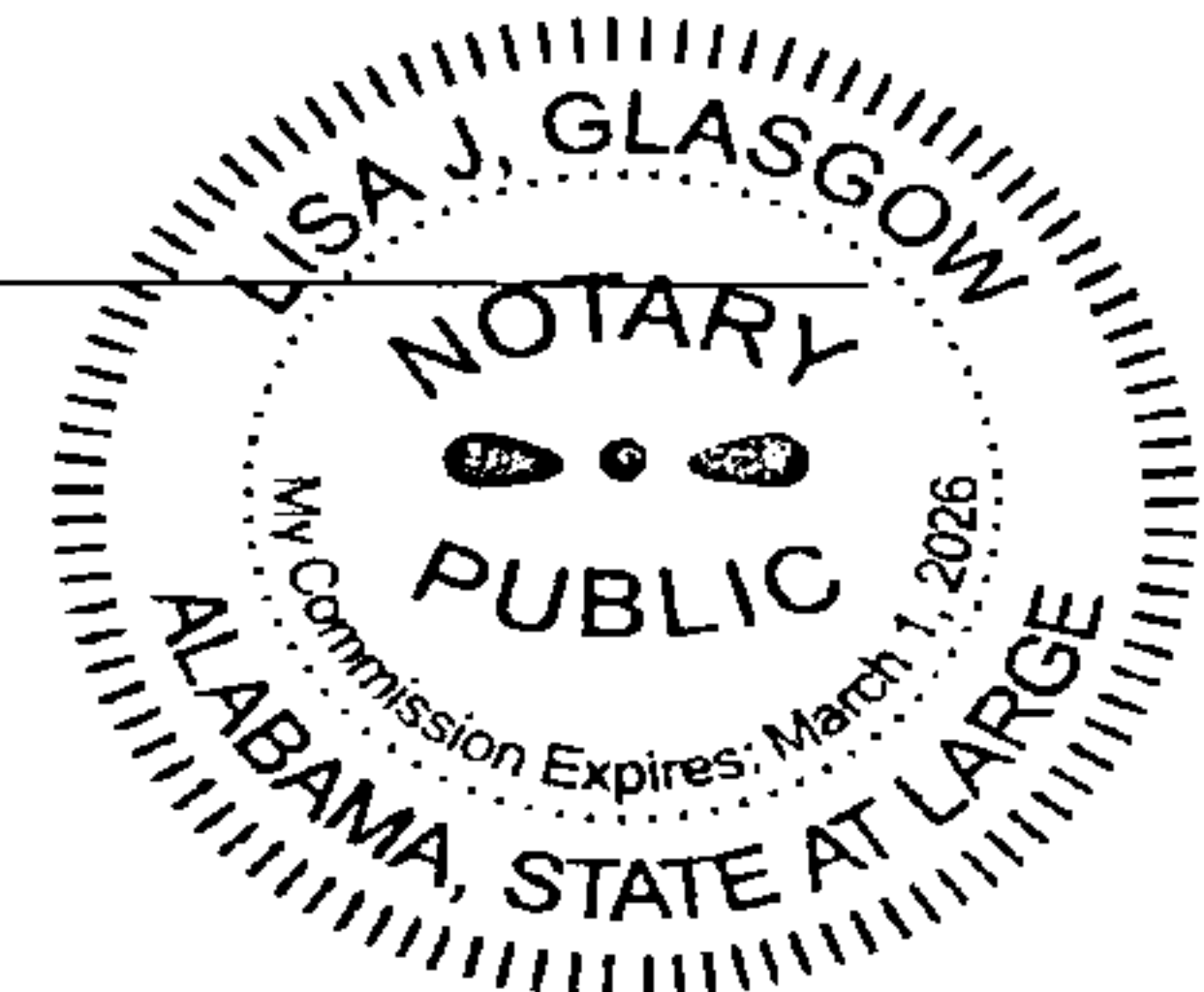
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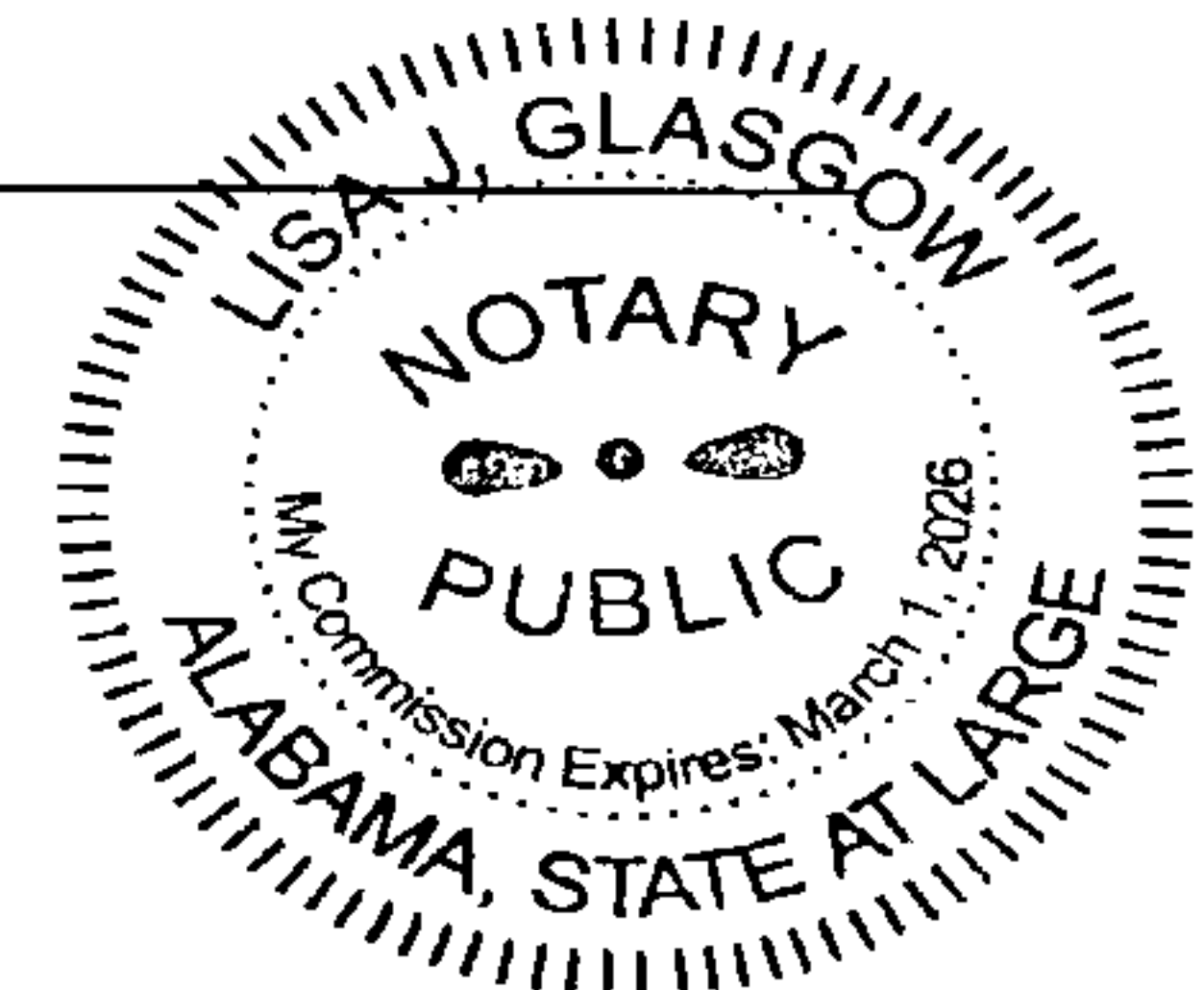
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[Signature]  
Notary Public  
My Commission Expires: 3/1/26





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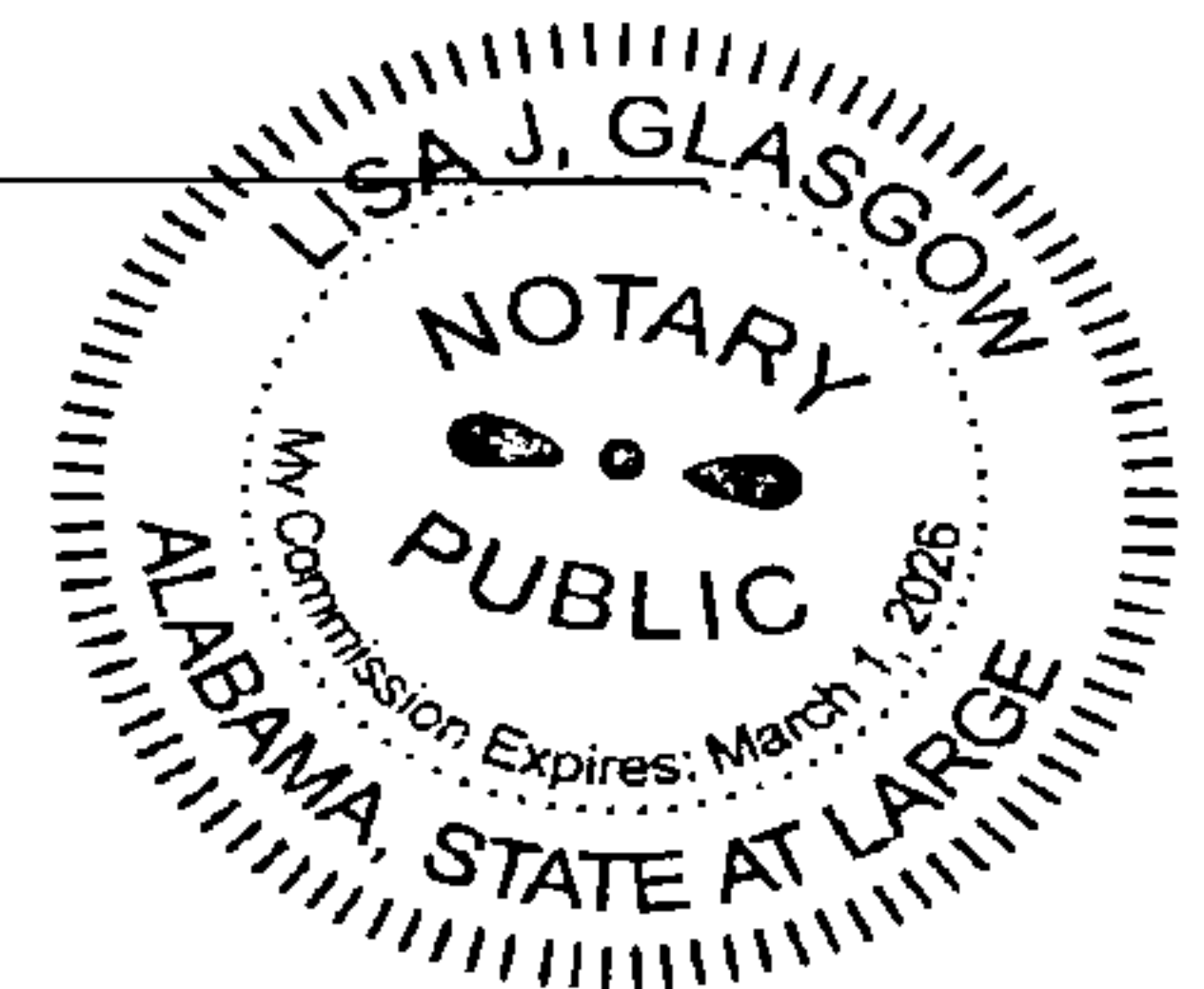
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**SHELBY COUNTY )**

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Given under my hand and official seal, this the 17<sup>th</sup> day of May 2022,  
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[Signature]  
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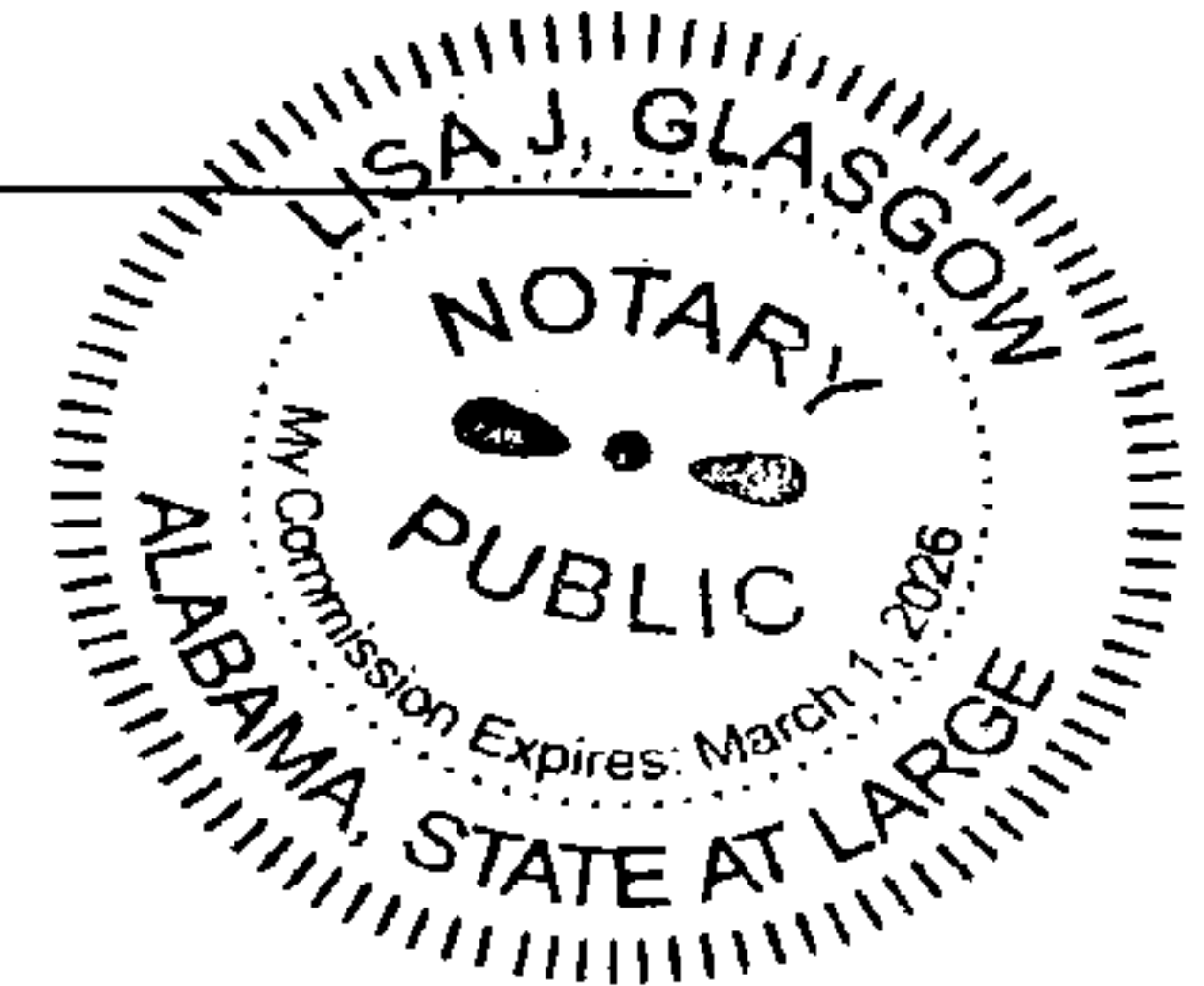
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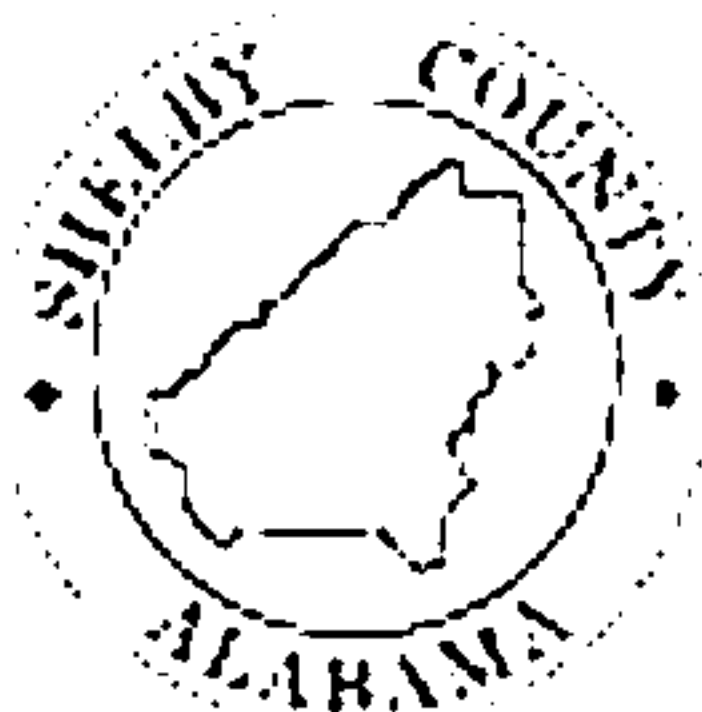
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Given under my hand and official seal, this the 17<sup>th</sup> day of May 2022, 2022.

Lisa J. Glasgow  
Notary Public

My Commission Expires: 3/1/26



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
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Allie S. Bayl