

WEATHERLY RESIDENTIAL ASSOCIATION

POLICY MANAGEMENT GUIDELINES

Approved by the Weatherly Residential Association Board of
Directors on: April 21, 2009

Adopted by the Weatherly Architectural Committee /Architectural
Review Committee (ARC) on: April 21, 2009

This does not replace or supersede the original Protective Covenants and By-Laws of the
Weatherly Residential Association.

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Authority of WRA Board of Directors, Approval of the Architectural Committee (ARC) and Requirements for Maintenance

The following excerpts from the Weatherly Protective Covenants and Articles of Incorporation define authority of the Board of Directors, property maintenance and approvals required for structural modifications, etc.

From Section 3 – Articles of Incorporation:

(c): To the extent provided in the Protective Covenants, to control the specifications, architecture, design, appearance, siting and landscaping of all improvements to be constructed, placed or permitted to remain on any Residential Lot in the Development and all alterations, changes and additions thereto.

(f): To enforce all of the terms and provisions of the Protective Covenants and to make, establish and enforce reasonable rules and regulations governing the administration, operation and management of the Development.

(h): To employ personnel and contract for services, material and labor, including contracting for the management of the Common Areas and all other portions of the Development.

(j): To enforce any of the provisions of the Protective Covenants by legal and equitable actions as may from time to time be necessary.

From Section 2.01 of Declaration of Protective Covenants

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 “Owners”) to prevent any unclean, unsightly or unkempt 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 Architectural Review Committee (ARC).

From Section 3.03

The authority to review and approve plans and specifications as provided herein is a right and not an obligation. Owners (and their respective contractors) shall have the sole obligation to oversee and construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by the ARC. No dwellings, buildings, structures or other improvements of any nature shall be constructed, erected, placed or maintained on any Lot until such time as the ARC has approved in writing the plans therefore. The ARC shall have the right to establish and amend from time to time written rules, regulations and standards governing policies, guidelines, and minimum requirements relating to the construction and alteration of any dwellings or other improvements on any Lot, as well as the content and type of information required to be submitted to the ARC for its approval, each of which shall be in addition to the provisions and requirements set forth herein.

Before changes are made to home or property, submit a description of changes (including materials, samples, size, height, etc. and a survey of the property showing the location of the proposed changes to:

RMS Management Services
P.O. Box 1268
Pelham, AL 35124

Office: 205-620-4203
Fax: 205-620-4206
Email: info@rmsmgmtco

Basketball Goal Post and Backboards

(Section 2.33 of Weatherly Protective Covenants)

Approval of the ARC is to be obtained prior to the installation of a basketball goal post and backboard. Submittals to the ARC should include the design, color, location and size of the proposed goal post and backboard.

Basketball goal posts and backboards should generally be located in the most inconspicuous area. If no inconspicuous area exists, the ARC may require landscape screening, painting and/or other treatment. Basketball goals may be further restricted in town home areas. All goal posts and backboards should be satisfactorily maintained in their appearance. White nets are preferred. No advertising should be on backboards. These rules also apply to portable basketball posts.

Boats, trailers and Motor Homes

(Section 2.17 of Weatherly Protective Covenants)

Boats, utility trailers, recreational vehicles and travel trailers must either be parked or stored in the basement or garage of a dwelling or within a completely enclosed structure on a lot, which structure must be approved by the ARC committee. Parking of utility trailers, flatbed trailers and motor homes on streets are subject to a violation of Alabaster City Ordinance. Note: Accelerated policy of covenant enforcement applies in this case.

No automobiles or other vehicles shall be stored on any lot or common area or kept on blocks unless in the basement or garage of a dwelling. This includes the parking or storing of vehicles in front yard. Residents selling vehicles must place the “for sale” vehicles in their driveways only, not in yards or on the street.

Residents are not allowed to park personal vehicles on the street on a regular basis where signs have been posted prohibiting this.

Doghouses

(Section 3.03 of Weatherly Protective Covenants)

Approval of the ARC is to be obtained prior to the installation of a doghouse. Submittals to the ARC should include the location, size and color of the proposed doghouse.

Doghouses must be located in the rear yard within the projected side lines of the house and should not exceed 4’ in height, 3’ in width and 4.5’ in length.

Doghouses must be the same color as siding or trim color of house. All doghouses must be satisfactorily maintained.

Fencing/Hedges

(Sections 2.15 and 2.26 of Weatherly Protective Covenants)

Approval of the ARC should be obtained prior to the installation of a fence or hedge. Submittals to the ARC should include the design, material and location of the proposed fence or hedge.

Fences should be located to the rear of the house and where swimming pools have been constructed.

Landscape screening may be required if a fence extends beyond the side of the house.

Fences must be constructed of unpainted/treated pine, brick, stone, wrought iron, aluminum, steel or a combination of these, not to exceed 6' in height. All wrought iron fences should be painted black. All wood fences should be finished to the outside, or have a shadow box design. **No chain link fences of any kind are permitted.**

Pet containment systems, including invisible fences, must be approved by the ARC. These systems will be restricted to the rear of the property and will not extend forward past any rear outside wall of the residence. The systems must also be installed a minimum of 5 feet inside all property lines.

No fence, wall, hedge or shrub planting which obstructs sight lines from any roadways within the property shall be placed or permitted to remain on any lot.

All fences are to be satisfactorily maintained in their appearance.

Garbage and Recycling Receptacles

(Section 2.06 of Weatherly Protective Covenants)

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. Garbage containers, if any, shall be kept in a clean and sanitary condition and shall be so placed or screened by shrubbery and/or other appropriate material approved in writing by the ARC so as not to be visible from any road or golf course, or within sight distance of any other lot any time except during refuse collection days. Recycle bins are included in this.

**A variance to this covenant has been granted by the WRA Board for the Aberdeen Sector only (town homes) regarding the storage of trashcans (contact management company).

Home Offices/Businesses

(Section 2.04 of Weatherly Protective Covenants)

Home occupations should be incidental to the residential use of a dwelling. Approval of the ARC is to be obtained prior to obtaining a business license from the City of Alabaster/Pelham for a home office/business. All requests should include type of business, hours of operation and other pertinent details. All home offices/businesses should comply with City of Alabaster/Pelham Zoning Ordinances.

Business traffic is to be limited to one car on premises at a time. No routine parking of vehicles related to business operations is permitted. Hours of operation are restricted to 8:00 a.m. to 7:00 p.m.

No advertising signs may be erected on any Lot.

Supplies related to the business are to be stored indoors. Trash related to the business (i.e. boxes) should not be on the street except on designated garbage pickup days.

Landscaping

(Sections 2.01; 2.02; 2.08; 2.12; 2.13; 2.14; 2.25; 2.27; 2.31; 2.33 of Weatherly Protective Covenants)

Approval of the ARC should be obtained prior to making changes to landscaping.

All homeowners are responsible for properly maintaining a neat appearance of all landscaping visible to the public. Homeowners who own a vacant lot next to them are responsible for the maintenance of the Lot.

-Regular maintenance includes:

- Regular mowing of grass and removal of clippings
- Treatment to control weeds
- Pruning of trees and shrubbery
- Edging grass along curb, gutters, drives, walks and natural areas
- Regular removal of leaves from front lawn
- Regular refreshing of mulch in front natural areas

Note: During the spring and summer, an accelerated policy of covenant enforcement for lawn maintenance will be implemented by the management company.

Rocks and other similar items are not permitted on, in or adjacent to the curb or gutter. Raised concrete curbing may be installed with the approval of the City of Alabaster/Pelham. Painted house numbers are not permitted on the curb or gutter.

Edging (border): Edging/border is permitted only if properly installed and maintained. Edging should be buried deep enough not to be visible from street. Acceptable edgings

are black plastic, steel, aluminum, or landscape timbers. If a non-flush edging is required, it should match the surrounding materials, i.e., if it abuts the driveway, it should match the concrete. Brick, stone and concrete products are permitted if they repeat materials and colors of the house, while blending with surroundings and having a maximum height of six inches. Poured in place concrete edging is not permitted.

Foundation Planting: All homes should have shrubs planted along the front foundation. The size, type, spacing and quantity of shrubs required will be evaluated based on the height of the foundation wall (from ground to first floor).

Gardens: All gardens designed for the production of vegetables and flowers for cutting are to be located in the rear yard. Approval of the ARC should be obtained if the garden will be visible from any street. These gardens are not permissible in front yards.

Landscape Timbers: Landscape timbers and railroad ties should not be used where they become a focal point in the front yard, including construction of planters or around trees. Planters should be constructed of masonry to match the house. Neither railroad ties nor landscape timbers should be used for construction of retaining walls in highly visible areas.

Natural Areas: A fresh layer of pine straw or naturally colored pine bark should be maintained weed free in areas not covered with sod, mondo, pachysandra, ivy or another approved ground cover in the front and side yards of all homes. White rock or other light colored materials are not permitted. A distinction should be maintained between sod or ground cover and natural area by regularly edging along the boundary.

New Construction: Landscaping is required prior to occupancy of homes and should include the following: installation of sod in all front and side yards (sprigging allowed in backyard), adequate foundation planting, and three 2"-2 1/2" caliper (diameter) deciduous trees in the front yard (unless specified otherwise in covenant for a particular sector). Preserved trees over 4" caliper will be credited toward the required trees. Fill slopes and any other exposed areas other than the front or side yard, should be seeded or sodded for erosion prevention. Silt controls should be provided as needed around all areas of construction. Plants which reach 36" or higher at maturity should not be planted within the city right-of-way.

Sod Strip: A minimum 4' strip of sod should be maintained along the street behind the gutter for consistency and maintenance purposes. Small natural areas around mailboxes and public utility pedestals are permitted. If an area where sod is required is too shady for sod, a low growing ground cover such as mondo, pachysandra or ivy is acceptable. The ARC may grant variances for larger areas to be treated with mulch.

Trees: Each tree that is granted a variance for removal by the ARC should be replaced with a tree of a minimum of 2” caliper (diameter) and of a type approved by the ARC. The ARC in its sole discretion may allow the thinning of trees in heavily wooded yards without requiring replacement trees to be planted.

Wood Piles: Wood piles shall be located only at the rear of a dwelling and should be screened from view from public streets, other lots, or golf course.

Hoses: When not in use hoses should be stored neatly on a hose reel in a screened location. Hoses should be of a subdued color.

Yard Fixtures/Furnishings: Bird feeders, birdhouses, woodcarvings, plaques, bird baths, fountains, reflectors, flag poles, statues, lawn sculptures, benches, swings, artificial plants, planters, flower pots, rock gardens, banners, flags, holiday decorations, seasonal decorations, and other fixtures, furnishings, yard art, home crafts and accessories should not be visible from any street without the approval of the ARC. The following guidelines will be considered by the ARC when reviewing submittals requesting approval:

Birdbaths, benches, statuary and yard art: Benches are not permitted on individual lots without approval of the ARC , but are approved on common property. Two items are permitted to be visible from the street according to the following criteria:

- Statutes/yard art should be of approved color
- Statutes/yard art should be located a minimum of 25’ back from the curb and not be focal point of yard
- Benches should be constructed of wood, wood and wrought iron or concrete. Plastic furniture is not allowed.
- Wrought iron or other similar yard art items may be approved by the ARC if harmonious with property. Yard art counts toward the two permitted items for the front yard of a property.

Flags: One sixteen square feet or smaller national flag may be displayed on the house. Only one university flag or seasonal flag may be displayed at any time. Sixteen square feet or smaller university flag may be displayed at the house or on the mailbox on weekends only. Sixteen square feet or smaller seasonal flag may be displayed at the house or on a tree in the front yard in the appropriate season. All flags should be maintained in good repair.

Holiday Decorations: Tasteful and appropriate holiday decorations displayed for a short period of time before a holiday are permitted. Any such decorations should be removed promptly following the holiday, but in all cases not later than 30 days following the holiday.

Planters and Flower Containers: Decorative flower containers of subtle and subdued colors are permitted. Flower containers should contain healthy flowers and be free of weeds or other plant material. Containers should generally be located on front porches, steps, columns or retaining wall. The ARC may in its sole discretion limit the quantity of planters and containers permitted on a property.

Vinyl Siding

(Sections 2.14 and 3.04 of Weatherly Protective Covenants)

Approval of the ARC should be obtained prior to the installation of vinyl siding. Submittals should include the manufacturer, style specification sheet, sample and color. Typical exposures for siding are: 8" (double 4"), 10" (double 5")

The use of vinyl siding should not exceed the maximum percent of permitted siding for each sector*. Contact RMS Management Services to find out the percentage of siding allowed on a particular property. *Replacement of current vinyl siding only.

Approval of the ARC should be obtained prior to altering the exterior color and trim of homes. Submittals should include type of paint and color samples.

Vinyl Windows

(Section 2.12 of Weatherly Protective Covenants)

All homes are required to install wood windows unless otherwise approved by the ARC. The ARC, upon review (including samples and literature), will consider vinyl clad, aluminum clad and vinyl windows if they contain the following characteristics:

- Wood window appearance
- Brick mold
- If vinyl, virgin vinyl
- Sloping sill with at least 10 deg. Slope
- Check rail (strip between upper and lower windows) should be a minimum of 1 ¼"
- If transom is used above window, it should be an integral part of the window

Lighting

(Section 3.04 of Weatherly Protective Covenants)

Approval of the ARC should be obtained prior to the installation of outdoor lighting.

Lighting may be used along the driveway and walkway. Fixtures should be no taller than 16" in height, be eight feet or more apart, be of the tiered or mushroom design with deflectors so the bulb cannot be seen and be eleven watts (11W) or less. The color of fixtures should blend with the surrounding area, i.e. black, bronze, copper or green. Good taste should be used in determining the number and location of lights, to ensure the driveway is not overly lit.

One gaslight or other freestanding light fixture is permitted. It should be no taller than 6 feet and be black, bronze, copper or green. The fixture should be at least 25 feet from the back of the curb. Exceptions to the setback requirement may be made for town home sector.

Nightscape lighting may be permitted. Submit plans to the ARC for approval. Lighting should not produce glare onto adjoining properties or right of ways.

Mailboxes

(Sections 2.01 and 3.02 of Weatherly Protective Covenants)

Each residential unit should have that Sector's standard mailbox installed.

Mailboxes are to maintained in good repair, in accordance with the designated mailbox for the sector where located. When necessary, wooden mailbox posts must be replaced with the designated approved mailbox for the sector where located (contact management company for proper mailbox replacement for each sector).

Outbuildings

(Section 3.03 of Weatherly Protective Covenants)

No tool shed, dollhouse, tree house, storage facility or outbuilding of any kind is permitted without the prior approval of the ARC.

Storm Doors

(Section 3.04 of Weatherly Protective Covenants)

Approval of ARC should be obtained prior to the installation of storm doors.

All storm doors should be metal frame and painted to match door frame color.

No ornamental security doors are permitted.

Signage

(Section 2.08 of Weatherly Protective Covenants)

No signs of any kind, bows, balloons, etc. may be attached to street signs or trees except for seasonal decoration by the WRA.

No political signs may be placed on any lot, property or road right-of-way within the Weatherly development.

No contractor or subcontractor (painters, renovators, deck constructors, etc.) signs may be displayed on a property other than on a new home.

Any WRA board member or the WRA's appointed agents may remove signs in violation of requirements in common areas only. WRA's landscape crew has been authorized to remove signs that are not permitted in common areas only. Signs will be thrown away. Garage and yard sale signs mounted on a stake are permitted on the day of the event in the front yard of the property and at intersections along parkway. No garage sale or yard sale signs are permitted at the main entrance to the development.

One on-premise, unlighted real estate "for sale" or "for rent" is permitted per residential property provided such sign is located within the property, meets the requirements below and is removed within five days after sale or rental of the property. One fact sheet box is permitted with an on-premise "for sale" or "for rent" sign. One "open house" or "open this Sunday" is permitted per residential property. This may be as a freestanding sign that meets requirements or as a rider attached to a sign. One standard "open house" or "open this Sunday", or one standard "for sale" directional sign is permitted per intersection. No real estate "for sale" signs or directional signs are permitted at the main entrance or any landscaped area within Weatherly. No additional balloons, bows, tags, riders, etc are permitted on these temporary signs.

Sign design and placement: Material: Signboard
 Stake: painted or stained, wooden 2" x 2" or smaller
 Total Height: 48" maximum
 Size: 4 sq. feet or smaller

One building contractor sign that meets requirements is permitted on the premises of a home under construction or recently completed until house is sold.

Only two security signs are permitted per house and should be located in a shrubbery bed adjacent to the house, mounted near ground level. A security sign does not count toward the two sign limit for a property. Small stickers may be placed on home windows at the homeowner's discretion as long as they do not detract from the overall harmony of the area. Approval of the ARC should be obtained for the use of special promotional signs.

Swing Set and Play Equipment

Approval of the ARC is to be obtained prior to the installation of a swing set or play equipment.

Swing sets, play equipment, toys and kids swimming pools are to be located or stored in the rear back yard (swing sets and other big play equipment are to be located in the area between the extended sidelines of the house, the rear of the house and the rear of the property) unless the ARC determines that such a location is not feasible. In highly visible areas the ARC will generally require subdued colors and landscape screening as necessary. All swing sets and play equipment are to be satisfactorily maintained in their appearance

Weatherly Residential Association Proposed Non-Compliance Process

The Weatherly Residential Association Declaration of Protective Covenants are in place to protect all Weatherly property owners from conditions that may be detrimental to their property value as well as to the overall integrity of the community. The following procedures are designed to provide each resident with a clear understanding of the process the Weatherly Residential Association Board will follow to protect all properties and ensure that violations of the Declaration of Protective Covenants are remedied in a timely and acceptable manner.

Enforcement & Remedies: (As defined in Section 5.11 of Weatherly Protective Covenants)

In addition to the rights and remedies set forth, if any owner (or his contractor, family members, guests, tenants or invitees) shall violate or attempt to violate any of the covenants and restrictions set forth herein, then developer, the Association or the ARC Committee, jointly and severally, shall each have the right to prosecute proceedings at law for the recovery of damages against such owner as a result of such violations; provided, however, that the rights and remedies, set forth shall be deemed to be cumulative of all other rights and remedies available at law or in equity. In any such proceedings, the developer, the Association or the ARC Committee, jointly and severally, shall be entitled to recover all costs and expenses, including reasonable attorneys' fees incurred by any of them in such proceedings, as well as interest on all unpaid amounts as specified in Section 5.09 of Weatherly Protective Covenants. The failure of the developer, the Association or the ARC Committee to institute proceedings for any one (1) or more violations of these Protective Covenants shall not constitute approval of the same or be construed as a waiver of any right of action contained herein for past or future violations of said covenants and restrictions.

The following due process steps will be followed for enforcement and remedy of non-compliance to the Weatherly Protective Covenants. All related administration and legal fees will be billed to the owner or occupant per Enforcement & Remedies as described above.

1. 1st Notice - initial non-compliance letter is sent to non-compliant owner immediately following the first observation by management company to non-compliant owner.

If non-compliance pertains to a boat, RV, or trailer on property, a 2nd notice (sent priority mail 10 days after initial notification) constitutes the final notice. If not remedied or an acceptable remedy plan provided by owner to Management Company within 7 days, the Management Company initiates a consecutive assessment fee of \$50.00 on a monthly basis until boat, RV or trailer has been removed.

If non-compliance pertains to lawn maintenance, the 1st notice gives resident 10 days to remedy. If not, association will take steps to mow and charge resident. In the cases where property is vacant, association will mow grass every 3-4 weeks.

2. 2nd Notice - sent 30 days after initial notice letter (if condition has not been corrected)

3. 3 & Final Notice: - sent Priority mail 15 days after 2nd notice letter of non-compliance (If condition has not been corrected) This 3rd notice will also assess the resident a charge of \$50.00 which covers extra administrative costs to the WRA.

*Anytime after final notice and where applicable and appropriate, the Associations Agent(s) or Representative(s) may be authorized to enter property and take all necessary actions to remedy the violation. Costs of such actions will be billed to the owner by the Association.

4. **Seven** days after final notice with no remedy or response with a plan to remedy, the Management Company initiates a consecutive assessment fee of \$50.00 on a monthly basis until condition has been corrected.

5. Notification of Lien: 30 days after initial attorney notification, a lien notification letter is sent to the resident (if condition has not been corrected). All applicable costs for any remediation which have not been if not paid for by resident, plus additional cost of filing the lien will be the responsibility of the resident. Further legal action may follow as needed based upon the severity of the non-compliant condition.