

*This is a corrected copy as of 10-28-94
correcting Item 11(c), page 8*

DECLARATION OF PROTECTIVE COVENANTS
FOR AMBERLEY WOODS 1ST SECTOR
AS RECORDED IN MAP BOOK 18 PAGE 137
IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, the undersigned, Tanglewood Corporation (the "Declarant"), is the owner of all of the following described property:

Amberley Woods, 1st Sector, as recorded in Map
Book 18, Page 137, Shelby County, Alabama.

WHEREAS, the undersigned desires to subject said Property and each lot located in said survey to the conditions, limitations and restrictions hereinafter set forth.

NOW, THEREFORE, the undersigned does hereby expressly adopt the following protective covenants, conditions, and limitations for said subdivisions to-wit:

That said Property and each lot located in said subdivision shall be and the same are hereby subject to the following conditions, limitations and restrictions.

I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

1. All lots in the tract shall be known and described as residential lots and shall be used for single-family residential purposes exclusively.
2. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than detached single-family dwellings not to exceed two stories, and a private garage for not less than two cars.

(a.) Rights Reserved by Declarant. Any provisions herein to the contrary notwithstanding, Declarant shall have the right to construct, install and maintain on any lot owned by Declarant a temporary sales and construction structure which may be maintained and used only during the period of construction of improvements by Declarant on any one or more lots within the property. Nothing in this instrument shall be interpreted to prevent Declarant from displaying "for sale" signs and conducting such other activities on or about any portion of the property owned by Declarant as are reasonably necessary to promote and facilitate the sale of lots within the property by Declarant and to enable Declarant to complete the construction of dwellings and other permitted improvements upon any said lots, including, but not limited to, the right of Declarant to use any lot owned by Declarant, for the storage of construction materials, equipment and debris.

3. The undersigned and their assigns shall be permitted to construct or place and maintain a structure and related facilities for use as a sales center for the marketing of real estate and a structure and related facilities for use as a construction office.
4. No building shall be located on any lot nearer to any lot line than as shown on the recorded plat. For the purpose of this covenant, eaves, steps and open decks or terraces shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot.
5. Each main structure of a residential building, exclusive of open porches, garages and basements shall meet the following size restrictions: 1 story houses shall have a minimum of 1300 square feet of heated area; no basement area can be considered

Inst # 1994-32415

*Mail to: Tanglewood Corp
1104 Townhouse Rd
Helena, Ala 35080*

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finished area. A 1 1/2 story house shall have a minimum of 1200 square feet, with a minimum of 800 square feet on the main level; 2 story houses shall have a minimum of 700 square feet on each floor.

6. No lot, once subdivided and recorded by the undersigned or their assigns, shall be further subdivided except that the exact location of the lines adjoining lots may be changed because of the topography of the land between that and any two or more lots may be combined to create a fewer number of lots.
7. No aluminum siding shall be permitted to be installed on the exterior of any structure or residential building constructed on a lot.
8. No satellite microwave dishes or television or radio antennas shall be placed on any lot in the subdivision; unless approved in writing by the Architectural Control Committee, but in no event shall satellite, microwave dishes or television or radio antennas be mounted on the front of the home or on the exterior in such a way as to be visible from the street.
9. All lots will be sold to a builder approved by the Architectural Control Committee.
10. Wherever any curbs, gutters or sidewalks must be removed, such removal shall be done in a manner (sawed or cut) to enable replacement to be in keeping with the balance of the curbs, gutters and sidewalks.
11. No lot shall be cultivated for crops of any sort, except for the kitchen gardens of reasonable size, which must be located to the rear of any dwelling.
12. Ingress and Egress Restriction. There shall be permitted no ingress and egress to and from any lot directly from Independence Drive. No lot which borders Independence Drive shall be improved with any driveways or other means of access to or from any such lot directly from those streets. No portion of the property or any lot located within the property may be used in any manner which would permit ingress to or egress from that certain parcel of land which joins the property on the Eastern and Western boundaries of the property.

II. AMBERLEY WOODS HOMEOWNERS' ASSOCIATION

1. Every owner of a lot in Development is subject to assessment and shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment and subject to the provisions of the Protective Covenants.
2. The Association shall have one (1) class of voting membership. The members shall be owners and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.
 - (a) There will be an annual assessment of Twenty-five and no/100 dollars (\$25.00) to be paid for the maintenance of the entrance way, landscaping and any other deemed common area maintenance within the subdivision. The annual assessment of Twenty-five and no/100 dollars (\$25.00) shall be made payable to Tanglewood Corporation and due on the anniversary date of each year thereafter until the last house is built and closed.
 - (b) The homeowner will be notified in writing within ten (10) days of the last house closing that an assessment of Twenty-five dollars (\$25.00) will be due and payable to the Amberley Woods Homeowners' Association and placed in an escrow account. The certification of the last house closing shall state that the Architectural Control Committee, maintenance of the entrance, landscaping and any other deemed common area in the subdivision will be the sole responsibility

of the Amberley Woods Homeowners' Association.

- (c) The maximum annual assessment may be increased each year by not more than five percent (5%) of the previous year's assessment without a majority vote of the Homeowners' Association. The Homeowners' Association may fix the annual assessment at an amount not to exceed Fifty and no/100 Dollars (\$50.00) unless greater assessment be approved by a two-thirds (2/3) vote of the membership of the Homeowners' Association.

3. **Maintenance of Common Areas.** There are certain areas within the confines or immediately adjacent to the Property (i.e.: right of ways, etc.) that are defined as "Common Areas," and shall require the collective maintenance efforts of all the home owners. These areas consist of the entrances and walls at Independence Drive, (including landscaping, sprinkler systems, and lighting) and certain interior areas as deemed necessary to maintain by the Declarant. In addition, there will be certain operating expenses for the Property common to all homeowners, such as insurance for the entrance walls, electric utility bills for the lights and sprinkler systems at the entrance walls and street lighting for Independence Drive and water bill for the sprinkler system. The Declarant shall manage the maintenance and operations of these Common Areas until November 1999 or after that time if he may so deem suitable, with each property owner in residence paying to the Declarant \$25.00 a year to defer these maintenance and operating costs. After that time, the Declarant shall not be obligated to maintain the Common Areas or any of the operating expenses. Each Lot Owner shall participate in the maintenance of such Common Areas in accordance with the provisions of this paragraph. Each Owner agrees to participate in formation of an owner's association, to be formed no later than date Declarant terminates his routine maintenance under this paragraph. Each Lot Owner shall pay 1/(# of total lots) of the cost of forming the owner's association, including reasonable legal fees and recording costs incurred. The association shall have the sole responsibility for maintaining the Common Areas (and such responsibility shall be limited to maintenance of Common Areas described above) in whatever manner it deems appropriate, including but not limited to a pro-rata annual assessment against each Lot owner for 1/(# of total lots) of the amount of the actual and projected maintenance costs, but such power to assess shall be limited to the actual and projected cost of maintaining the aforesaid Common Areas. Each Lot Owner agrees to pay the amount of such assessments as they are levied from time to time by the association within ten (10) days of the date of such assessment. The owners of each Lot shall be entitled to one (1) vote in the conduct of the association's affairs. The Developer will provide assistance in the formation of the home owner's association, but each Lot Owner recognizes and agrees that all costs associated with the formation of such owner's association shall be borne by the Lot owners as described herein. It is understood that the Declarant shall be relieved of any and all responsibility for maintaining the Common Areas on November 1999 or any date thereafter he so stipulates, regardless of any action or inaction on the part of any Lot Owners and the Lot Owners shall maintain any Common Areas on and after that date.

Each Lot Owner shall permit the Declarant, the owners' association or other third parties access across their Lot as may be reasonably necessary or convenient to maintain the Common Areas.

III. GENERAL REQUIREMENTS

1. It shall be the responsibility of each lot owner to prevent development or occurrence of any unclean, unsightly or unkempt conditions of the buildings or grounds on lots which shall tend to decrease the beauty of the specific area of the neighborhood as a whole.
2. **Maintenance Standards:** All improvements on each lot and the yards and grounds on each lot must be kept and maintained in a good, neat, clean and orderly condition by the owners and occupants thereof. The obligations set forth herein shall include,

but not be limited to, the proper seeding, watering and mowing of all lawns, pruning and cutting of all trees and shrubbery, and painting and other appropriate external care of all structures, all in a manner and with such frequency as is consistent with good property management. The Committee shall have the right to establish and amend from time to time certain standards to govern the condition and maintenance of improvements and lots as required pursuant to this paragraph.

3. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Household pets will be restricted to not more than 2 per household and to backyards, houses or leashes.
4. No noxious or offensive trade or activity shall be carried upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. 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 for oil or natural gas shall be erected, maintained or permitted upon any lot.
6. No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot or in any drainage 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 waterway within sight distance from the lot any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.
7. Temporary Structures. No trailer, tent, shack, barn, servant house, garage, or other outbuilding (portable or otherwise) shall be erected on any Lot within the Property prior to the completion of a dwelling house or at any time thereafter.
8. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner, from the intersections of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge or a driveway or alley pavement. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of of such sight lines.
9. There shall be no exposed concrete blocks on any dwelling located in the subdivision. All dwelling foundation and retaining walls shall be constructed of brick and/or dryvit material.
10. All exterior lighting will be prohibited unless approved in writing by the Architectural Control Committee.
11. Signage. Declarant may, in its discretion, adopt standards for all mailboxes, street and traffic signage, (so long as traffic signage complies with the minimum standards and requirements of the City of Helena or are otherwise approved by the building inspector of the City of Helena, directional and informational signage and for-sale, rental and all temporary or construction signage.) In addition, all signage standards must be approved by the Declarants.
12. Garage doors must be kept closed at all times except when garage is in use as in

ingress and egress.

13. Outside air conditioning units may not be located in the front yard but must be located only on the side or rear as required. No window or wall units will be allowed.
14. No plumbing or heating vent shall be placed on the front of house, but only on the side or rear as required.
15. Storage of Boats, Trailers and Other Vehicles. Boats, boat trailers, pick-up campers, mini motor homes, buses, commercial vehicles, motor homes and trailers of any kind must be parked or stored only in an enclosed garage, and may not be parked on the street or in any open parking area. No disabled, unused or inoperable automobiles shall be permitted on any lot and no automotive repair shall be conducted on any lot, except for temporary repairs effected by authorized outside mechanics.
16. No clothes lines for the purpose of hanging clothes/wash/laundry shall be installed, nor shall there be the hanging of clothes/wash/laundry on any lot where the hanging of said clothes/wash/laundry is visible for any street within the subdivision.
17. All dwellings shall have fully sodded front yards except that a nature area may be created by approval of the Architectural Control Committee. Rear and side yards may be seeded. With respect to a corner lot, that portion of the side lot facing the street must be sodded to the rear building line of the dwelling. Sufficient landscaping shall be done to control erosion.
18. No free-standing basketball goal may be placed closer to the street than the rear building line of the house. Basketball goals may be affixed to the house above garage entries only so long as the garage is a side entry garage.
19. Parking Restrictions. The flow of traffic across the interior roads which serve the lots located within the property shall not be blocked or impeded in any manner by any lot owner or by the guests or visitors thereof, whether by the improper parking of automobiles or otherwise. No lot owners or their guests or visitors shall park their automobiles in any manner which would block the driveways serving any of the other lots within the property. No curbside parking shall be permitted except for single event functions requiring more than 2 off-street spaces.
20. No townhouse, duplex or other multi-family unit will be located on any lot immediately adjacent to and bordering with a lot contained in Autumn Ridge Subdivision. Any such townhouses, duplexes or other multi-family units shall be located in the northwestern one-fourth of the property.
21. Restrictions and covenants shall include but not be limited to a thirty foot buffer zone running adjacent to the Autumn Ridge Subdivision and that said buffer zone will not be excavated, cut, thinned, dumped on, or altered in any fashion during or after the construction process. This includes an agreement that said buffer zone not be used for storing of materials, construction equipment, construction trailers or any other permanent or temporary structure.
22. All lots backing up to Autumn Ridge Subdivision to be a minimum width of sixty feet (60) at the rear of the lot.
23. No tree smaller than 3 inches in diameter shall be cut or removed from any lot unless approved in writing by the Architectural Control Committee, after a house is completed.
24. All pools must have Architectural Control Committee approval.

IV. ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

1. Declarant hereby establishes an Architectural Control Committee (hereinafter the

"Committee"). The Committee shall be initially composed of at least five members each of whom shall be appointed by the Declarant. The membership of the Committee shall be controlled by the Declarant until the expiration of one (1) year after the date on which Declarant has conveyed all of the lots. Until said time, any member of the Committee may be removed and replaced at the discretion of the Declarant. Subsequent to said time, the membership of the Committee shall be determined by the owners of a majority of the lots.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the member of the Committee nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. Upon the (i) development of at least one hundred percent (100%) of the lots of the subdivision for single-family residential use by the construction thereon of a single-family residential dwelling in accordance with the terms hereof and (ii) occupancy of said dwelling units by individual owner/tenant occupants, and then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee, or to withdraw from the Committee or restore to it any of its power and duties.

2. Approval of Plans and Specifications. No improvement, including, but not limited to, residential dwellings, fencing, carports, garages, driveways, signs, mail boxes, lighting facilities, sidewalks, and landscaping, shall be constructed or altered on any lot until the architectural design and plans and specifications therefor, including, but not limited to, the color, size, location, construction materials and design, have been submitted to and approved by the Committee and the ACC. No trees or other vegetation shall be removed, or altered in any manner, nor shall dirt be moved or removed, nor shall the topography in any manner be altered with respect to any portion of the property without the prior written approval of the Committee and the ACC. Upon the completion of the construction of any such improvements, the exterior of same may not be altered, whether by change in color, size, or otherwise, until any such alteration has been approved by the Committee. Any request for approval pursuant to this paragraph shall be submitted to a representative designated by the Committee. Such request shall be in writing and shall include plans and specifications and such other information as the Committee might require, together with the name and address of the maker of the request and the legal description of the land affected by the request. The Committee shall, within thirty (30) days thereafter, meet to consider the request and give its response thereto. Any such request not approved or disapproved in writing by the Committee within 30 days after the submission of same to the Committee, shall be deemed approved. A request shall be deemed to have been made upon same being delivered in writing to the Committee's designated representative together with the information required under this paragraph. Any approval or disapproval by the Committee shall be deemed to have been delivered to the requesting party upon same having been either delivered in person to the requesting party or deposited in the United States mail addressed to the requesting party at the address given in the request. As final approval to above the ACC shall have thirty (30) days to approve the final determination of the Committee on all requests made pursuant to this paragraph.

The Committee representative shall call a meeting of the Committee members to consider all requests made pursuant to this paragraph. Notice of the time and place of all such meetings shall be given to each Committee member at least five (5) days prior to date thereof. Such notices shall be deemed given and received upon delivery to the Committee member or upon same having been deposited in the United States mail and addressed to the office or home address of the Committee member.

All decisions of the Committee with respect to approvals or disapprovals under this paragraph shall be by the majority vote of those in attendance at a duly called

Committee meeting, at which a quorum (majority of the members) is present.

3. Any remodeling, reconstruction, alterations or additions to the interior of any existing residence shall not require the written approval of the Committee, but shall comply with all restrictions and covenants.
4. One set of prints of the drawings (herein referred to as "plans"), for each house or other structure proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the Committee. Said plans should be delivered to the office of Tanglewood Corporation, Helena, Alabama, at least ten (10) days prior to the beginning of construction. All plans must include the following: a list of proposed exterior materials and color selection of all reasonably requested plans in the manner set forth above shall the Committee be deemed to have received the plans for the purposes of Section E hereof.
5. Neither the Committee nor any architect or agent thereof nor the Developer shall be responsible to check for any defects in any plans or specifications submitted, revised or approval in accordance with the foregoing provisions, nor for any plans and specifications. It is specifically understood and agreed that any approval given by the Committee as provided herein shall not be deemed any warranty, either expressed or implied, or approval by the Committee of the structural integrity or soundness of any structure to be erected upon any lot in the subdivision.
6. The undersigned reserves for themselves, their successors and assigns the right to use, dedicate and/or convey to the State of Alabama, to the City of Helena, and/or to the appropriate utility company or companies right-of-way or easement on, over, across, or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains and other equipment, gas, sewer, water or other public conveniences or utilities on, in and over strip of land ten (10) feet in width along the rear property line of each lot and five (5) feet in width along each side line of each lot.
7. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.
8. The undersigned, and only the undersigned, may include in any contract or deed thereafter made any additional covenants and restrictions that are not inconsistent with and which do not lower standards of the covenants and restrictions set forth herein.
9. The covenants and restrictions herein shall be deemed to be covenants running with land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned, or any person or persons owning any lot in said subdivision; (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restrictions, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.
10. The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each lot within the herein described subdivision and are intended to create: (1) mutual, equitable servitude upon each lot within such subdivision, (2) reciprocal rights between and among the respective owners and future owners of each lot within such subdivision; and (3) a privity of contract and estate between the grantees of any and all lots within such subdivision, their respective heirs, executors, administrators, successors and assigns.

11. **QUALITY CONSTRUCTION STANDARDS.** Any residential dwelling constructed upon any lot shall be subject to certain minimum construction quality standards, which shall include the following:

- (a) All windows shall be of white aluminum metal cased or equivalent.
- (b) All driveways must be of concrete construction.
- (c) The color and brand of the roof must be Georgia Pacific Summit or equivalent, 25 year Dimensional Fiberglas, weathered wood.
- (d) Each residential dwelling shall include decorative front light fixtures.
- (e) Any metal chimneys must be encased in masonite siding or dryvit. Said encasement shall extend to the ground level for all chimneys located on the front of the dwelling.
- (f) No solar collecting system or television dish may be installed on the roof or on the lot unless same has been approved in writing by the Committee.
- (g) The siding on the residential dwellings shall be Strip Masonite, dryvit or brick. If the sidings listed in this paragraph are no longer available, then the closest equivalent thereto maybe be used, subject to approval by the Committee.
- (h) No built-up roofs shall be allowed.
- (i) No exposed block shall be allowed around the foundation or any place on the exterior of any residential dwelling.
- (j) No chain link fences.

13. **Prohibited Construction.** No construction on any lot shall be permitted or commenced until such time as all sewer impact fees and connection costs shall have been paid to the City of Helena, Alabama by the lot Owner.

These covenants and restrictions may be altered only with the consent of a majority of lot owners and agreement of the developer.

IN WITNESS WHEREOF, the said developer and lot owners have executed this instrument, on the 28th day of October, 1994.

TANGLEWOOD CORPORATION

By: Rebecca B. Harris
It's: Vice - Pres

State of Alabama)
County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Rebecca B. Harris as vice president of Tanglewood Corporation is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily.

Given under my hand and seal this the 28th day of October, 1994.

Joyce R. Lynn
Notary Public

My commissions expires:

10-24-96

IN WITNESS WHEREOF, this instrument has been executed by the undersigned on this the same date as first hereinabove written.

TANGLEWOOD CORPORATION, An
Alabama General Partnership

By: Rebecca B. Harris

Its: Vice-President

CONSENT OF TANGLEWOOD CORPORATION

The undersigned, Tanglewood Corporation, has joined in the execution of this Agreement solely to evidence its consent to the same as required by the Amberley Woods Declaration. Notwithstanding anything provided herein to the contrary, in no event shall Tanglewood be obligated to perform any of the obligations or otherwise undertake any of the actions required to be taken by Declarant hereunder.

Dated as of this 28th day of October, 1994.

TANGLEWOOD CORPORATION
An Alabama Limited Partnership

By: TANGLEWOOD CORPORATION
An Alabama corporation
Its General Partner

By: Rebecca B. Harris

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