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DECLARATION OF PROTECTIVE COVENANTS FOR *TANGLEWOOD BY THE CREEK* AS RECORDED IN MAP BOOK 35 PAGE 36

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, the undersigned, The Grove LLC (the "Declarant"), is the owner of all of the following described property:

> ***Tanglewood by the Creek*** as recorded in Map Book 35, Page 36, 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 1400 square feet of heated area; no basement area can be considered finished area. Anything over one story shall have a minimum of 1600 total square feet, with a minimum of 1000 square feet on the main level.

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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 Builder, 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 Developers.

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.

II. 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.

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.

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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 interaction 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 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 construed of brick and/or stucco material.

10. All exterior lighting will be prohibited unless approved in writing by the Builder.

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 Alabaster or are otherwise approved by the building inspector of the City of Alabaster, directional and informational signage and for-sale, rental and all temporary or construction signage.) In addition, the Declarants must approve all signage standards.

12. Garage doors must be kept closed at all times except when garage is in use.

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 affected 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. No free-standing basketball goal may be placed closer to the street than the rear building line of the house.

18. 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 two off-street spaces.

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19. No tree smaller than 3 inches in diameter shall be cut or removed from any lot unless approved in writing by the Builder, after a house is completed.

20. All pools must have Builder Approval.

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

1. All windows shall be vinyl or equivalent.
2. All driveways must be of concrete construction.
3. The color and brand of the roof must be 30-year Fiberglass, dimensional, Weathered Wood color.
4. Each residential dwelling shall include decorative front light fixtures.
5. Any metal chimneys must be encased.
6. 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 Builder.
7. The siding on the residential dwellings shall be brick, or hardiplank sheet siding. If the sidings listed in this paragraph are no longer available, then the closest equivalent thereto may be used, subject to approval by the Builder.
8. No built-up roofs shall be allowed.
9. No exposed block shall be allowed around the foundation or any place on the exterior of any residential dwelling.
10. No chain link fences. Wooden cedar or pressure treated fences shadow box style in design are preferred, six feet tall. Fences must be 40' back from the front corner of said dwelling. Shadow box style design fences to be approved by ACC.

IV 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 Alabaster, 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 10th day of October 2005.

Tanglewood Corp.

By: Rebecca B Harris

It's: President

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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 Partner of The Grove LLC 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, she, as such officer and with full authority, executed the same voluntarily.

Given under my hand and seal this the 10th day of October, 2005

Heather Thompson Watts
Notary Public

My commission expires:

My Commission Expires 1-5-08