

Henry Co., AL
I CERTIFY THIS INSTRUMENT WAS FILED ON
10/16/2007 08:39:36 AM
MISCELLANEOUS BOOK: 505 PAGE: 67
Entry#: 243309
DEED TAX:\$0.00 MORTG TAX:\$0.00 MIN TAX:\$0.00
FILED IN PLAT BOOK 00 TRANS-FEE:\$5.00

COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TANGLEWOOD FARMS SUBDIVISION

Jo Ann Smith, Judge of Probate

Tanglewood Partners, LLC, an Alabama limited liability company, the owner of Tanglewood Farms Subdivision located in the County of Henry County, Alabama (the owner) hereby files the following restrictive covenants, conditions, and restrictions with the Judge of Probate of Henry County, Alabama.

KNOW ALL MEN BY THESE PRESENTS, that the Owner is the owner of record of real estate recorded in Plat Book 2, page 73, in the Office of the Judge of Probate, Henry County, Alabama.

NOW, THEREFORE, the Owner does hereby adopt the following covenants, conditions, restrictions and limitations, which shall apply in their entirety to every lot in the Subdivision and which shall hereafter be included as a part of the consideration in transferring and conveying title to each lot of the Subdivision.

1. **Architectural Control Committee:** The developers of Tanglewood Farms have established an Architectural Control Committee to ensure that the neighborhood will be developed with the high quality cohesive designs. We feel this concept with the involvement of the Architectural Control Committee (A.C.C) will produce a community of beauty and one that have the best possible appreciation for our homeowners. Tanglewood Partners LLC will serve as the managers of the ACC. Tanglewood Farms goal is help builders and individuals build in the neighborhood, but the Committee reserves the right, to make suggestions and to reject plans that do not blend into the general theme of Tanglewood Farms.

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GUIDELINES AND RESTRICTIONS

1. Minimum heated square feet – 2200.
2. No garage entry shall face the street without A.C.C approval.
3. Finish floor at front entry shall be no lower than 8” above the finished grade at its highest point adjacent to building footprint-fronting street.
4. Minimum roof pitch on main dwelling shall be 6 on 12. Minimum roof pitch on porches shall be 3 on 12.
5. Buildings shall be 80% brick or stone. No change in building material shall be visible from street (i.e., front wall brick with side wall siding will not be permitted.)
6. Synthetic stucco maybe used in lieu of brick.
7. Authentic wood lap siding may be used in lieu of brick.
8. All concrete foundation work above grade shall be finished with brick, stone, stucco or other approved veneer.
9. No skylights or roof windows shall front street.
10. All chimneys shall be constructed of primary building material of adjoining wall.
11. All exposed roof metal shall match roofing material in color. All roof penetrations (stack vents, etc) shall be located in rear of building.
12. All air conditioning compressors, meter boxes and similar equipment shall be screened.
13. No fencing shall protrude past the furthestmost rear corner of any residence toward the front lot line without A.C.C approval.
14. No chain link fence will be allowed unless contained with an approved perimeter fence.
15. Lot owner for a well-kept appearance, including any vacant lot, shall continuously maintain all structures, landscaping and other improvements on individual lots. Lots must be kept neat, clean, orderly, free of debris and litter, mowed and trimmed. Landscaping, including grassing, planting of shrubs, trees, flowers and other features shall be completed within one (1) month form the completion of the main structures of any residence.

16. No lot shall be clear-cut.
17. Outbuildings or detached structures must be approved by the A.C.C. In any case, outbuildings/structures must be consistent in design of said residence.
18. All pools must be enclosed with a fence approved by the A.C.C.
19. No building shall be built with 125 feet from back of curb.
20. Driveways shall be concrete, brick pavers or asphalt. Driveways shall be designed to minimized removal of existing trees.
21. All mailboxes shall be standard in design. Mailboxes must be purchased from TriState Fence and Ironwork (334) 678-0230.
22. Existing trees shall be preserved as much as possible. Removal of any tree larger that 10" in caliper at waist level that does not interfere with driveway or building footprint must be approved by the A.C.C.
23. In the event ridge vents are used, the must be of the "shingle over" design.
24. All wall framing shall be no greater than 16" on center.
25. Prohibited Structures. No mobile homes, modular homes or moved-in homes shall be allowed.
26. Refuse or Trash. No lumber, metals, bulk materials (except lumber, metals, bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored, or allowed to accumulate on any part of any lot except building materials during the course of construction of any approved structure. Lot owners shall provide appropriate dumpsters on their lot during the construction period.
27. Temporary Structures. No structure of a temporary character such as a trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently.
28. Signs. No signs shall be displayed on any lot except that of a real estate company or a for sale by owner pertaining to that particular residence.
29. Parking in the streets is not permitted.
30. Storage of Vehicles. No inoperable vehicles shall be stored on any lot.

31. Trailers. No boat trailer, horse trailer, camper motor home or any similar items shall be stored on or at any lot for a period of time in excess of twenty-four (24) hours unless housed in a carport or garage, or unless otherwise screened so that it cannot be seen from the street or from adjacent and surrounding property.
32. Parking of Commercial Vehicles. No commercial truck, vehicle, or equipment shall be permitted to be parked or to be stored in open view on any lot. This prohibition shall not apply to temporary parking of trucks and commercial vehicles used for pickup and delivery.
33. Vehicle Maintenance and Repairs. No commercial maintenance or repairs shall be performed on any vehicle upon any portion of the property unless performed in a garage, except in an emergency situation.
34. Hanging Clothing. No clothing or other household fabrics shall be hung in the open on any lot or property unless the same is not visible from the road.
35. Animals. No swine or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Barking dogs, to the extent of disturbing the peace, shall not be permitted and any leash law will be enforced.
36. Covenants to Run with the Land. These covenants are to run with the land and shall be binding on all parties and persons claiming under them unless instrument signed by the majority of then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
37. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages therefore.
38. Invalidity. Invalidation of any one of these covenants, conditions or restrictions shall in no way affect any of the other provisions, which shall remain in full force and effect.
39. Governing Law. These covenants, conditions and restrictions shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its principles of conflicts of laws.

40. **Litigation Costs.** If there is any legal action or proceeding by any lot owners(s) hereto arising from or based upon these covenants, conditions and restrictions, the unsuccessful party to such action or proceeding shall pay to the prevailing party all litigation costs and expenses, including reasonable attorneys fees, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith, and if such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees shall be included in as part of such judgment.
41. **Amendments.** Owner may amend these covenants, conditions and restrictions at any time with respect to the lots it owns. Any other amendment hereto will be subject to the consent of a majority of the lot owners, and must be filed with the Offices of the Judges of Probate of Henry County, Alabama.

****Items required for plan review shall include the following:**

1. Site plan (no smaller than 1" – 20")
2. Foundation plan
3. Roof plan
4. Exterior elevations
5. Typical building section
6. Material and color selections and/or samples
7. Plan review fee of \$75.00 payable to Tanglewood Partners LLC and delivered to Media Inc., 210 Speigner Rd., Dothan, AL 36303

IN WITNESS WHEREOF, the Owners have executed these Covenants, Conditions and Restriction on the 15 day of October 2007.

Tanglewood Partners, LLC

By: 
 Wallace Cooley, Manager

