

This instrument prepared by:
 DANIEL M. SPITLER
 Attorney at Law
 108 Chandalar Drive
 Pelham, Alabama 35124

STATE OF ALABAMA)

SHELBY COUNTY)

DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND RIGHTS

**NORWICK FOREST
 SECOND SECTOR**

This Declaration made on this day by GROSS HOME BUILDERS COMPANY, INC., An Alabama Corporation, hereinafter referred to as "Owner."

W I T N E S S E T H:

WHEREAS, the undersigned Owner owns in fee simple all the lots in that certain subdivision set out herein above as recorded in Map Book 13 page 23, in the Probate Office of Shelby County, Alabama.

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 NOW, THEREFORE, The Owner hereby declares that all of the above described properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and rights which are for the purpose of creating uniformity, protecting the value and desirability of the above described property, and which shall run with the said real estate and be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns shall enure to the benefit of each owner thereof, and shall, in addition thereto, be enforceable by the Shelby County Health Department and any other municipal entity at interest.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height, with less than 2000 square feet of heated space on a one story house and not less than 1350 square feet of heated space on the first floor of a one and one-half story and two story house with a minimum of 1000 square feet of additional heated space on a one and one-half story and two story houses, and related non-residential out buildings. At least 3/4 or three sides of all houses are to be brick construction with the exceptions of the gables. No mobile, modular or factory constructed housing is allowed.

✓ *Dan Spittler*

2. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

4. SIGNS. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

5. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, 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. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

7. WATER SUPPLY. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

8. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

9. SET BACK LINE. All residence and other structures must be set back a minimum of 35 feet from the street. No structure of any nature may be placed closer than 10 feet to the side or back of any lot.

10. SET BACK - OUT BUILDINGS AND FENCES. No structure (in addition to the residence) may be constructed closer to the street than the back of the residential building.

11. CONCRETE BLOCK. No concrete block on any structure may be visible from the street, this means no concrete block may be visible from the road or street on the front or sides of the residential structures.

12. DRIVE-WAYS. All drive-ways visible from the street must be concrete or asphalt and must enter the residential structure from the side or back.

13. RECREATIONAL VEHICLE. No recreational vehicle including but not limited to motor homes, tent campers, buses, and any and all other recreational vehicles, motorized or non-motorized, shall be stored, parked or maintained on the lot more than 24 hours in any calendar month unless said vehicle is totally shielded from view from the street. All other provisions of the restrictions are enforceable so that fences cannot be constructed in the front yard or otherwise in violation of the restrictions, to shield or hide said vehicle. Garages may be constructed behind the house to shield or hide the recreational vehicle so long as no portion of the vehicle is visible from the street.

14. SATELLITE DISH. No short wave antenna and/or satellite dish in excess of eighteen inches in diameter or more than two feet above or outside of a roof line of a residential house, shall be installed on any house and no free standing antennas of any nature shall be allowed. No satellite dish, even if it does meet the above requirement, shall be installed so as to be visable from the street.

15. FENCES. No fences may be place on any lot except fences constructed of cedar, redwood, and/or pressure treated pine. This excludes any metal, masonry, or any other type fence. No front or side yards may be fenced under any circumstance. No fence may be constructed any closer to the street than the back corners of the residence constructed on the lot.

16. MAILBOXES. All mailbox posts are to be brick, of a design similar to those constructed in the First Sector of Norwick Forest.

17. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

18. 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 to recovery damages.

19. SEVERABILITY. In validation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

20. ALABASTER. These restrictions can be enforced by the City of Alabaster, The Alabaster Planning and Zoning Board, Inspection Service and any other authority of Alabaster at the option of said authority, in addition to the property owners composing this subdivision.

21. REQUIREMENT FOR PLANS. Prior to the start of any construction on these lots, the Builder shall furnish to Gross Home Builders Company, Inc. at 2108 Rocky Ridge Road, Birmingham, Alabama 35216, a final copy of plans and specifications for the house to be built in compliance with all terms and requirements of the subdivision restrictions. Any variance in said plans must also be furnished to Gross Home Builders Company, Inc. prior to implementation of said changes and said changes must still comply with all requirements of these restrictions.

22. ADDITIONAL SECTORS. Owner reserves the right to bring additional land purchased from Owner's Grantor simultaneously with the purchase of the subject parcel, under these restrictions in which case the property owners of subsequent sectors shall have the right to enforce these restrictions, and the owners in this first sector shall have the right to enforce these restrictions against owners of subsequent sectors.

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal this the 24th day of February, 1989.

GROSS HOME BUILDERS, INC.
An Alabama Corporation

By: Alvin Gross
Alvin Gross, Vice President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alvin Gross as Vice-President of Gross Home Builders, Inc., an Alabama Corporation, whose name is signed to the foregoing Declaration of Covenants, Conditions, Restrictions and Rights, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration, he, 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 24th day of February, 1989.

(SEAL)


Notary Public

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STATE OF ALA. SHELBY Co.
I CERTIFY THIS
INSTRUMENT WAS FILED

89 MAR -2 AM 11:35


JUDGE OF PROBATE

1. Deed Tax	\$	—
2. Mtg. Tax		—
3. Recording Fee		<u>10.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>11.00</u>