

This instrument prepared by:
DANIEL M. SPITLER
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108 Chandalar Drive
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STATE OF ALABAMA)
SHELBY COUNTY)

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RIGHTS

NORWICK FOREST
FIRST 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
11 page 63, in the Probate Office of Shelby County, Alabama.

BOOK 170 PAGE 137
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 and related non-residential out
buildings. No mobile, modular or factory constructed housing is
allowed.

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

Daniel Spitter

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. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 2nd day of February, 1988.

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 2nd day of February, 1988.

(SEAL)

[Signature]
Notary Public

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

88 FEB -5 AM 9:26

[Signature]
JUDGE OF PROBATE

1. Deed Tax	\$	_____
2. Mtg. Tax		_____
3. Recording Fee		<u>7.50</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>8.50</u>