

This instrument prepared by:
Clayton T. Sweeney
Attorney at Law
2700 Highway 280 East
Suite 290E
Birmingham, AL 35223

Inst # 1996-04673

02/14/1996-04673
08:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 MCD 28.50

STATE OF ALABAMA)
COUNTY OF SHELBY)

DECLARATION OF PROTECTIVE COVENANTS
of
THE NARROWS
LAKE ESTATES

THIS DECLARATION OF PROTECTIVE COVENANTS (hereinafter referred to as the "Declaration") is made this 20 day of JAN., 1996 by the undersigned, Jo Ann Maxwell and Felix Neil Maxwell, (hereinafter referred to as "Grantors ") and Yasuhiko Oyama, Shigeru Oyama, Brenda D. Burnett, James M. Burnett, Jr., Leslie B. Siegelman, Jacqueline C. Siegelman, William W. Walker, IV, Charlotte Brown Walker, Ronald E. Epstein, and Marian S. Epstein, (hereinafter referred to as the "Grantees"), who declare that the real property hereinafter described and defined, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, and hereinafter set forth (sometimes hereinafter referred to as the "Protective Covenants").

WHEREAS, the Grantors and Grantees are presently the owners (hereinafter collectively referred to as "Owners") of all of the real property described in Exhibits "A" through "F" inclusive, attached hereto and made a part hereof.

1. Parcel A will not be divided into more than five (5) parts, no part to be less than five (5) acres. Parcel C or D if not combined may be divided into three (3) parts, no part to be less than five (5) acres. All divisions must comply with all county and state regulations and any affiliated costs or improvements must be fully borne by the owner of the parcel.

2. Only single family dwellings will be allowed, no apartments or condominiums will be permitted.

3. Primary structure must contain a minimum of 1800 square feet (heated and cooled) if one-story, and 2400 square feet (heated and cooled) if over one-story. Exterior paint colors to be earthtones, white, or off-white. No vinyl or aluminum siding shall be allowed.

4. Secondary structures, (e.g. barns, stables, guest house,

etc.) must be the same color as the primary structure or be rustic and designed to blend with the natural surroundings. A guest house must be a minimum of 600 square feet. Only one guest house shall be permitted per developed lot.

5. No mobile homes will be allowed on any parcel, except that used by contractors temporarily during construction and for the existing rental mobile home on Parcel "E".

6. One year after the completion of the first permanent primary structure on a parcel, there will be no rental allowed of temporary dwellings on any parcel and all tenants must vacate these structures. Only one permanent structure shall be rented per developed lot.

7. Grantors hereby grant unto the Grantees, their heirs, successors and assigns an easement for a private road as shown by instruments recorded in Deed Book 307, Page 407, as corrected in Deed Book 309, Page 193, as further amended in Deed Book 309, Page 196, and Real 233, Page 627, with the rights of others to use said easement for a private road and non-exclusive easement, all instruments being filed for record in the Probate Office of Shelby County, Alabama; together with a 60 foot non-exclusive easement for ingress and egress which is more particularly described on Exhibit "G" attached hereto and made a part hereof.

Said 60 foot non-exclusive easement shall be maintained by all the parties to this agreement. The annual maintenance fee shall be \$500.00 for each year per developed lot and shall be paid on each developed or divided lot or as agreed upon by a majority of the owners. Any expense of road repairs, upgrades, common fencing or gates, shall be shared on a pro rata basis as per lot owned by each party. Said expenses shall not be incurred until an agreement by a majority of the owners to make such expenditures for said repairs or maintenance has been entered into or voted upon.

8. Any damages to roads, etc. that occur as a result of construction will be corrected by the owner of the lot whose house is being constructed.

9. No timber cutting will be permitted unless it is for road construction, structure construction, pasture, or select cutting for esthetics or view enhancement. For parcels of five (5) acres, a treeline of seventy (70) feet will remain from the front property line where no cutting is allowed and no structures will be permitted to be built within this seventy (70) foot strip. For parcels over five (5) acres, a treeline of one hundred (100) feet will remain from the front property line where no cutting is allowed and no structures will be permitted to be built within this one hundred (100) foot strip. There shall be a tree buffer line of fifty (50) feet for all side and rear lot lines of each developed lot.

10. No fence shall be permitted to be located nearer to the

centerline of the road than thirty (30) feet. All wood fencing facing the roadways shall a minimum two (2) wood slats. Painted fences may be painted brown, white or a neutral color. No chain link fencing shall be permitted on any front or side lot lines.

11. Satellite dishes must not be visible from the access road and must be screened from adjacent property.

12. Existing structures located on Parcel "B" shall not be subject to the restrictions contained herein above. Any new structures, remodeling of existing structures or repainting of existing structures shall be completed in compliance with the restrictions contained herein above.

13. 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.

14. The covenants and restrictions herein shall be deemed to be covenants running with the 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 person owning any parcel in said property: (a) to prosecute proceeding at law for the recovery of damages against the person or person 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.

15. The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each parcel within the herein described property and are intended to create: (a) mutual, equitable servitude upon each parcel within such property, (b) reciprocal rights between and among the respective owners and future owners of each parcel within such property, and (c) a privity of contract and estate between the grantees of any and all parcels within such property, their respective heirs, executors, administrators, successors and assigns.

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

The Grantees herein join in the execution of this Declaration to acknowledge that the parcels being granted to them by the Grantors are subject to the foregoing covenants.

IN WITNESS WHEREOF, the undersigned owners have duly executed this Declaration as of the date first above written.

OWNERS:

Jo Ann Maxwell
JO ANN MAXWELL

Felix Neil Maxwell
FELIX NEIL MAXWELL

Yusuhiko Oyama
YUSUHIKO OYAMA

Shigaru Oyama
SHIGARU OYAMA

Brenda D. Burnett
BRENDA D. BURNETT

Jacqueline C. Seigelman
JACQUELINE C. SEIGELMAN

Leslie B. Seigelman
LESLIE B. SEIGELMAN

Ronald E. Epstein
RONALD E. EPSTEIN

Marian S. Epstein
MARIAN S. EPSTEIN

William W. Walker, IV
WILLIAM W. WALKER, IV

Charlotte Brown Walker
CHARLOTTE BROWN WALKER

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JO ANN MAXWELL and FELIX NEIL MAXWELL, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they voluntarily executed the same on the day the same bears date.

Given under my hand and official seal this 8th day of FEBRUARY, 1996.

Am C. White
Notary Public

My Commission expires: 10/28/97

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that LESLIE B. SIEGELMAN and JACQUELINE C. SIEGELMAN, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they voluntarily executed the same on the day the same bears date.

Given under my hand and official seal this 25th day of January, 1996.

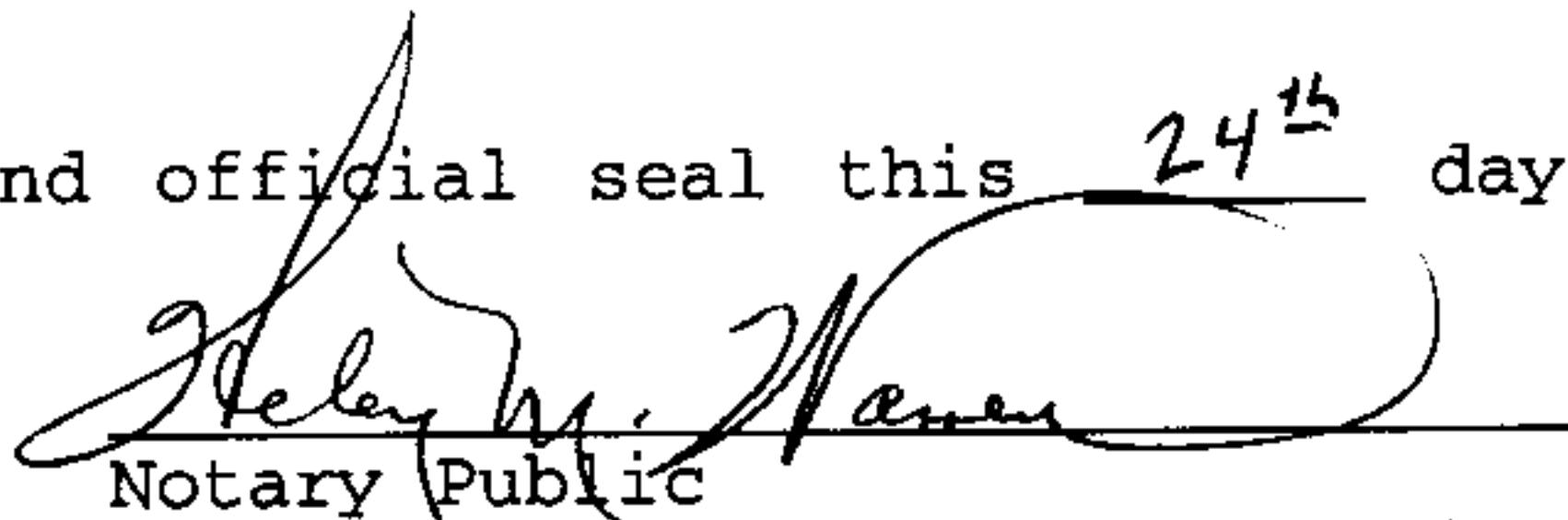
Myrtle B. Cruce
Notary Public

My Commission expires: 2/12/97

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that WILLIAM W. WALKER, IV, whose name is signed to the foregoing instrument and who is known to me acknowledged before me that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of January, 1996.


Notary Public

My Commission expires: 10/3/98

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that CHARLOTTE BROWN WALKER, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she voluntarily executed the same on the day the same bears date.

Given under my hand and official seal this 24th day of January, 1996.


Notary Public

My Commission expires: 10/3/98

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RONALD E. EPSTEIN and MARIAN S. EPSTEIN, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they voluntarily executed the same on the day the same bears date.

Given under my hand and official seal this 8th day of February, 1996.

Car C. Whit
Notary Public

My Commission expires: 10/28/97

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that SHIGERU OYAMA, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he voluntarily executed the same on the day the same bears date.

Given under my hand and official seal this 8th day of February, 1996.

Car C. Whit
Notary Public

My Commission expires: 10/28/97

STATE OF ALABAMA)
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JAMES M. BURNETT, JR. and BRENDA D. BURNETT, whose names are signed to the foregoing instrument and who are known to me acknowledged before me that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of FEBRUARY, 1996.

C. C. W. L.
Notary Public

My Commission expires: 10/28/97

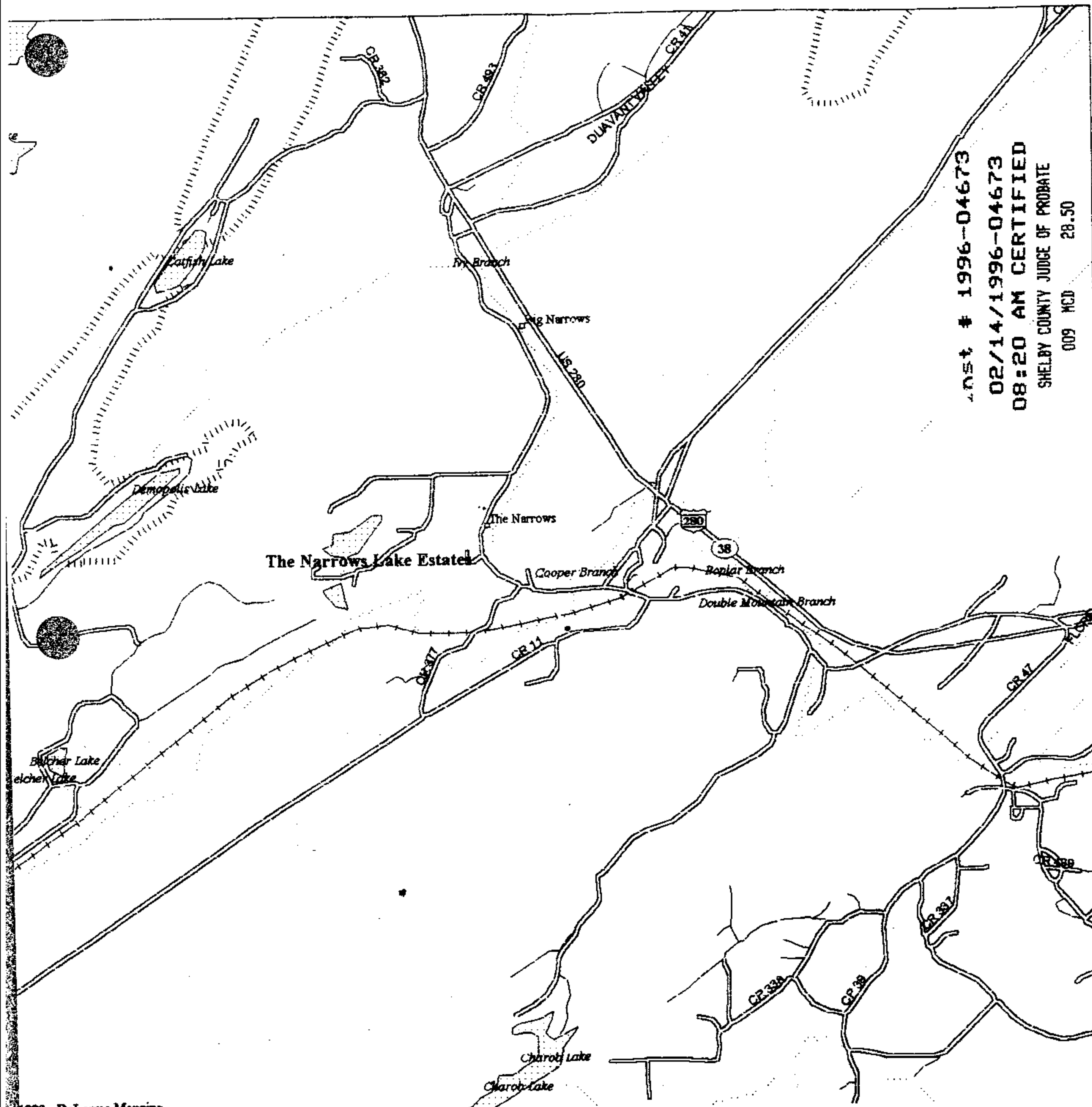
STATE OF ALABAMA)
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that YASUHIKO OYAMA, whose name is signed to the foregoing instrument and who is known to me acknowledged before me that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of FEBRUARY, 1996.

C. C. W. L.
Notary Public

My Commission expires: 10/28/97



Post # 1996-04673
 02/14/1996-04673
 08:20 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 009 MCD 28.50

1993 DeLorme Mapping

LEGEND

- Population Center
- Route
- Geo Feature
- US Highway
- Street, Road
- Major Street/Road
- State Route

- Open Water
- Contour

Scale 1:31,250 (at center)

2000 Feet

1000 Meters

Mag 14.01

Mon Apr 24 13:13:22 1995