

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RIGHTS**

**NORWICK FOREST
THIRD SECTOR
SECOND PHASE**

This Declaration is made on this day by James N. Carroll and Betty L. Carroll, and JBJ Construction, L.L.C., hereinafter referred to as Owner.

Inst # 2000-30061

WITNESSE
08/31/2000-30061
03:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 SNA 19.50

WHEREAS, the undersigned owner owns in fee simple all the lots except Lots 21, 22, and 34 in that certain subdivision set out above, as recorded in Map Book 23, Page 121, in the Probate Office of Shelby County, Alabama, hereafter referred to as Property;

NOW, THEREFORE, the Owner hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, and rights which are for the purpose of creating uniformity and protecting the value and desirability of the Property; which shall run with the land and be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, grantees, successors and assigns; and which shall enure to the benefit of each owner thereof, and shall, in addition, be enforceable by the Shelby County Health Department and any other municipal entity in 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 and related nonresidential outbuildings. No single-family dwelling shall exceed two and one-half stories in height or have less than 2,000 square feet of heated floor space

for a one-story dwelling, not less than 1,350 square feet of heated floor space on the first floor of a one and one-half story or two-story dwelling, and with not less than 950 square feet of additional heated floor space in a one and one-half or two-story dwelling. At least three quarters or three sides of all dwellings are to be of brick construction, with the exception of gables. No drivit or similar artificial stucco construction is permitted. No mobile, modular, or factory-constructed housing is permitted. Any exceptions to the above regulations must be approved by Owner.

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. No parking on the streets shall be permitted for a period longer than twenty-four hours. No clotheslines or above-ground swimming pools are permitted. No exceptions will be made to this section.

3. TEMPORARY STRUCTURES AS RESIDENCES. 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 advertising the construction, financing, 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 any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon 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 bred or kept on any lot, except that dogs, cats, or other household pets can be kept, provided that 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. Written 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. Written approval of such system as installed shall be obtained from such authority.

9. SET BACK LINE. All residences and other structures must be set back a minimum of thirty-five (35) feet from the street right of way line. No structure of any nature may be placed closer than ten (10) feet to the side or back line of any lot.

10. SET BACK FOR OUTBUILDINGS AND FENCES. No outbuilding, fence, or other such structure may be placed closer to the street than the back corners of the dwelling located on the lot.

11. CONCRETE BLOCK. No concrete block on any structure may be visible from the street.

12. DRIVEWAYS AND GARAGES. All driveways visible from the street must be paved with concrete or asphalt, and must enter the dwelling from the side or back. Any detached garage must be full brick construction matching the dwelling, and the doors must match the doors of the dwelling. Any exceptions must be approved by the Owner.

13. RECREATIONAL VEHICLES. 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 any lot for more than twenty-four hours in any calendar month unless such vehicle is totally shielded from view from the street.

14. SATELLITE DISHES. No short-wave antenna or satellite dish in excess of eighteen (18) inches in diameter or more than two (2) feet above or outside a roof line of a dwelling shall be installed on any dwelling, and no free-standing antennas or dishes of any nature shall be permitted. No antenna or dish shall be installed so as to be visible from the street.

15. FENCES. No fences may be placed on any lot except fences constructed of cedar, redwood, and/or pressure-treated pine. No metal, masonry, or other type of fence shall be permitted. No front or side yards may be fenced under any circumstances. No fence may be constructed without prior written approval of Owner.

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

17. TERM. These covenants are to run with the land and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, and all parties claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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 court proceedings against any parties violating or attempting to violate any covenant, either to restrain violation or to recover damages or both.

19. SEVERABILITY. Invalidation of any 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. CITY OF ALABASTER. These restrictions can be enforced by the City of Alabaster,

the Alabaster Planning and Zoning Commission, the Alabaster Building Inspector, and any other appropriate authority of the City of Alabaster at the option of said authority, in addition to the owners of lots in this subdivision.

21. REQUIREMENT FOR PLANS. Prior to the start of any construction on these lots, the builder shall furnish to Owner a final copy of the plans and specifications for the dwelling and outbuildings to be built in compliance with all terms and requirements of these covenants for approval by Owner. Any subsequent variance in the plans must also be furnished to Owner for approval prior to implementation of said variances, and any variances must comply with all terms and requirements of these covenants.

22. APPROVED BUILDER. Unless otherwise permitted in writing by Owner, JBJ Construction, L.L.C. is the exclusive approved builder for all dwellings on the Property.

IN WITNESS WHEREOF, the Owner has hereunto set his, her, or its hand and seal on this

24th day of August, 2000.

James N. Carroll
James N. Carroll

JBJ Construction, L.L.C.

by James N. Carroll Member
James N. Carroll, member

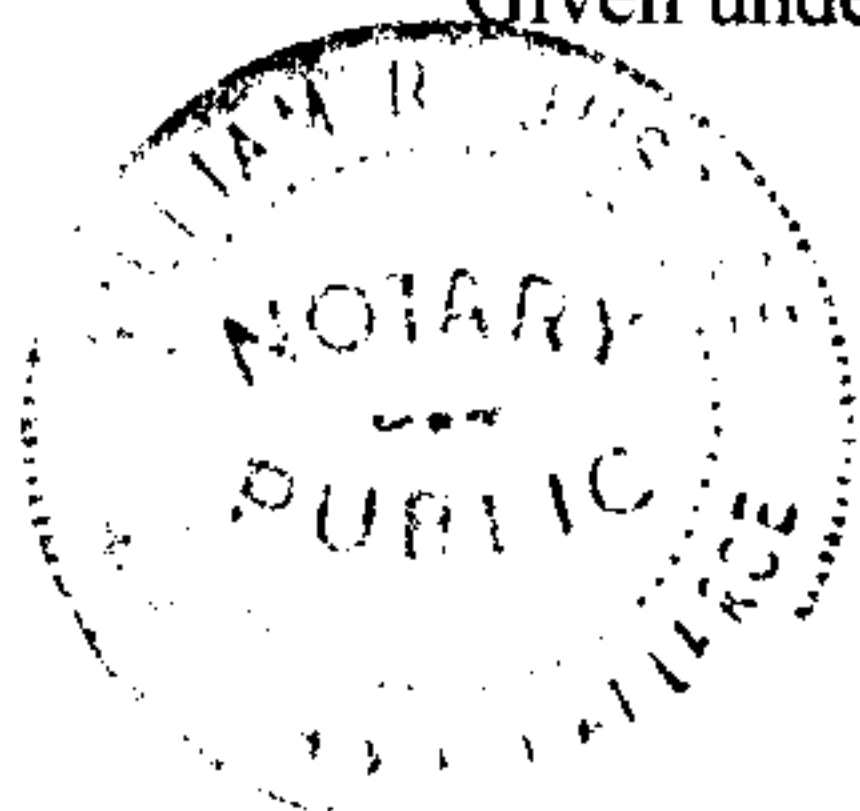
Betty L. Carroll
Betty L. Carroll

by Betty L. Carroll, Member
Betty L. Carroll, member

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James N. Carroll and Betty L. Carroll, whose names are signed to this instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily.

Given under my hand and official seal this 24th day of August, 2000.



William R. [Name]
Notary Public

STATE OF ALABAMA
COUNTY OF SHELBY

Limited Liability Company Acknowledgment

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James N. Carroll and Betty L. Carroll, whose names as member of JBJ Construction, L.L.C., a limited liability company, 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 the conveyance, they, as such members and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 24th day of August, 2000.



William R. Gentry

Notary Public

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