

PORTSOUTH, SECOND SECTOR

AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

IN MAP BOOK 6 PAGE 37.1975101500000330 1/2 \$.00
Shelby Cnty Judge of Probate, AL
10/15/1975 03:05:00 PM FILED/CERT

WHEREAS, the undersigned Portsouth, Inc., Bill Brantley Construction Company, Inc. and Colonial Building Corp. are owners of certain lots, consisting of all lots as shown on map of said Portsouth, Second Sector, which is recorded in the Probate Office of Shelby County, Alabama, in Map Book 6 Page 37.

WHEREAS, the undersigned are desirous of establishing restrictions and limitations applicable to all lots owned by undersigned in said survey;

NOW, THEREFORE, the undersigned does hereby adopt the following restrictions and limitations which shall be applicable to all lots in the said subdivision, which restrictions and limitations are as follows:

1. That said property shall be used for residential purposes only and not for any purpose of business or trade, and that no more than one single family dwelling house may be erected on each residence lot and said dwelling is not to exceed 2½ stories in height.

2. No lot shall be sold or allowed to be sold for the purpose of extending any public or private road or street, or for the purpose of opening any road or street, except by written consent of the owner, it's successors or assigns.

3. No building shall be erected or allowed to remain on any residential lot in said subdivision within 35 feet of the front property line or within ten feet on any side property line of said lots. All set backs must meet with building code of City of Alabaster, Alabama.

4. Exposed exterior walls composed of the following materials shall be prohibited from this subdivision: unfinished concrete block materials, asbestos shingles, sheetrock or other similar materials, imitation asphalt brick.

5. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No trailer, basement without finished superstructure, tent, or any temporary structures erected on lots in the subdivision hereinabove mentioned, shall at any time be used as a residence, temporary or permanent.

7. The heated finished floor area of any residential structure shall be not less than 1500 square feet exclusive of open porches, breezeways, carports and terraces.

8. Fences may be erected to the rear of the dwelling house, but none shall be constructed nearer the front of the lot than the rearmost portion of any dwelling house.

9. No signboard of any description shall be displayed on any residential lot with the exception of "For Sale" or "For Rent" signs, which shall not exceed two feet by three feet, except signs erected by owner.

10. No residential structures shall be moved onto any lots.

11. 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 that they are not kept, bred or maintained for any commercial purpose.

12. That until such time as a municipal sewage system is available, sewage disposal shall be only by septic tanks which shall be constructed and maintained in a manner satisfactory to the Alabama Board of Health.

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13. The owner reserves to itself, it's successors and assigns, the right to grant rights-of-way to use said streets to any other person, firm or corporation for the purpose of erecting thereon and installing thereover such poles, wires, guys, guy wires, pipelines, and other equipment and apparatus as may be necessary or desirable for the purpose of supplying the premises adjacent thereto with electricity, telephone, water, sewer and gas service, including but not restricted to the right to trim trees where necessary or advisable for the safe operation thereof, and to conduct telephone and electric light wires over said lots from the poles located on said streets or ways.

14. If any person shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for any other person or persons owning any of the lots in said subdivision to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages for such violation. It being understood that this right extends not only to the present owners of said subdivision, but also to any future lot owners therein.

15. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

16. Minor violations of the building line requirements not to exceed ten per cent (10%) of the required distance may be waived by owner.

17. All of the said restrictions and covenants shall constitute covenants running with the land and all of the deeds hereafter made conveying said lots shall be made subject to the restrictions hereinbefore set out.

WITNESS MY HAND this the 8 of October 1975.



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Shelby Cnty Judge of Probate, AL
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PORTSOUTH, INC.

By: [Signature]
President

BILL BRANTLEY CONSTRUCTION COMPANY, INC.

COLONIAL BUILDING CORPORATION

By: [Signature]
President

State of Alabama
Shelby County

By: [Signature]
President

I, Sharon Gay Dyar, a Notary Public in and for the said County, in said State, hereby certify that Sam W. Bennett, whose name as president of Portsmouth, Inc., and Bill Brantley, whose name as president of Bill Brantley Construction Company, Inc.; and Horace Walker Peerson, III, whose name as president of Colonial Building Corporation; is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of such conveyance, 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 8 day of October 1975

[Signature]
Notary Public

My Commission Expires March 15, 1976

