

## SOUTH WIND SUBDIVISION, FIRST SECTOR

AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

IN MAP BOOK 6 PAGE 12.

WHEREAS, the undersigned Sam Bennett Realty & Development Co., Inc. hereinafter called "owner" is the owner of all lots as shown on map of said subdivision which is recorded in the Probate Office of Shelby County, Alabama in Map Book 6 Page 12.

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

Now, therefore, the undersigned, Sam Bennett Realty & Development Co., Inc. does hereby adopt the following restrictions and limitations which shall be applicable to all lots in 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 owner, its 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.
4. Exposed exterior walls composed of the following materials shall be prohibited from this subdivision: concrete unfinished block materials; asbestos shingle 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, temporarily or permanently.
7. The heated finished floor area of any residential structure shall be not less than 1400 square feet exclusive of open porches, breezeways, carports and terraces.
8. Fences may be constructed 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 signs shall not exceed two feet by three feet, except signs erected by the owner.
10. No residential structures shall be moved onto any lot.
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. The owner reserves to itself, its 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.



19760116000001750 1/2 \$.00  
Shelby Cnty Judge of Probate, AL  
01/16/1976 03:18:00 PM FILED/CERT

23  
14 PAGE  
BOOK





19760116000001750 2/2 \$.00  
Shelby Cnty Judge of Probate, AL  
01/16/1976 03:18:00 PM FILED/CERT

13. 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 and restrictions and either to prevent him or them from doing so again 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.

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

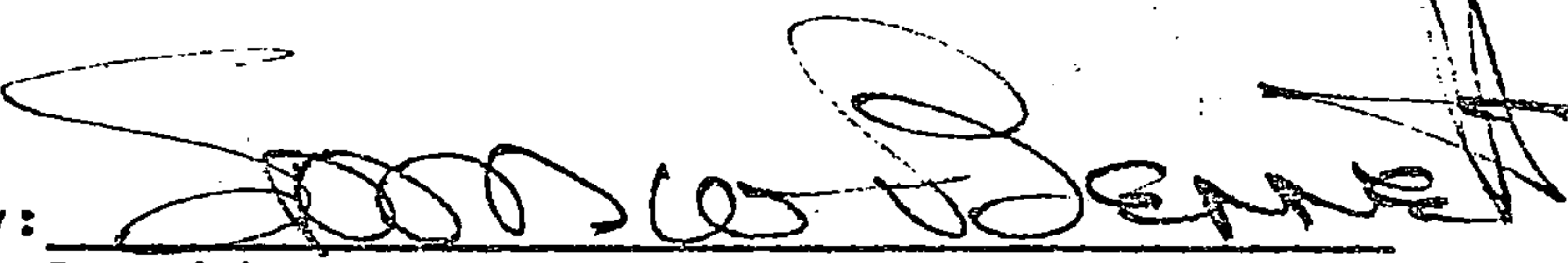
15. Minor violations of the building line requirements not to exceed ten per cent (10%) of the required distance may be waived by owner.

16. The owners herein reserve the right to modify, waive, release and/or void said building limitations and restrictions.

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 14 day of January, 1976.

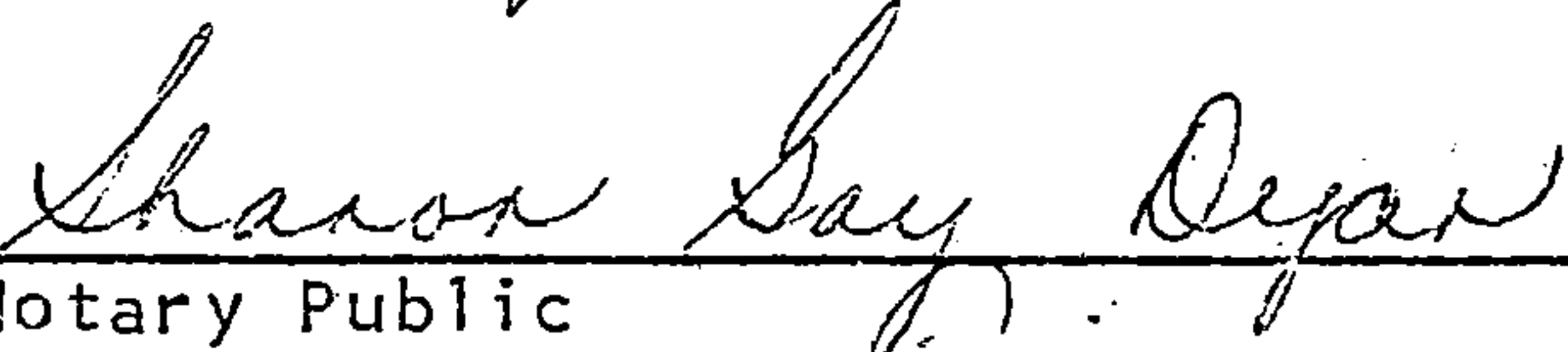
SOUTH WIND SUBDIVISION  
SAM BENNETT REALTY & DEVELOPMENT CO., INC.

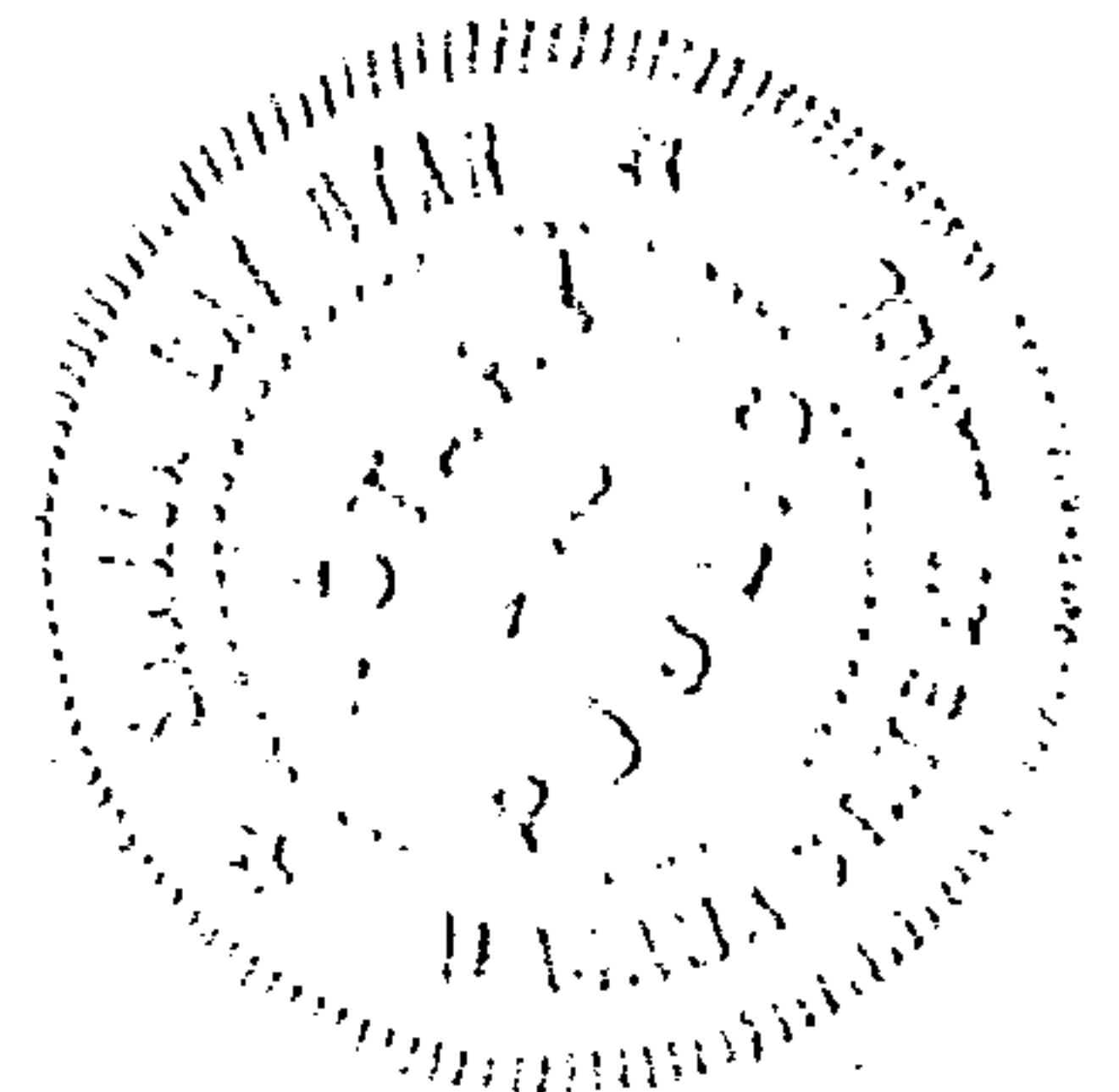
By:   
President

State of Alabama  
Shelby County

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 Sam Bennett Realty & Development Co., Inc., is signed to the foregoing conveyance and who is known to me, acknowledged before me 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 14 day of January, 1976.

  
Notary Public



STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1976 JAN 16 PM 3:18  
Candice M. Jones  
JUDGE OF PROBATE

BOOK 14 PAGE 24