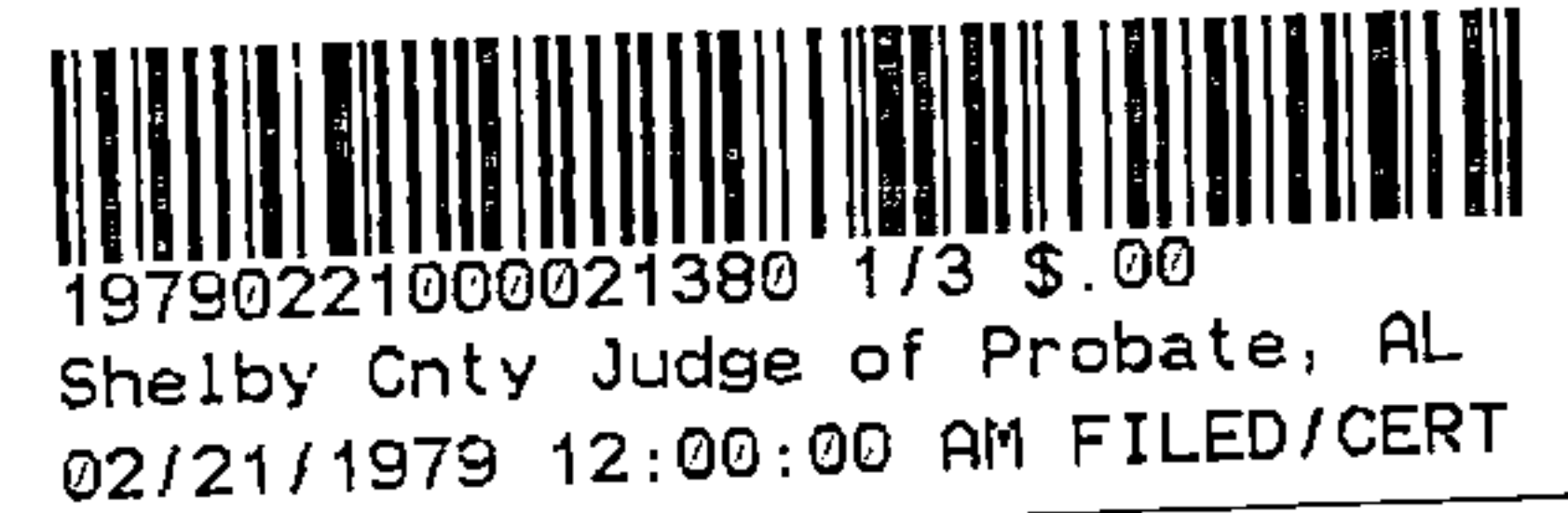


RESTRICTIONS FOR

PORTSOUTH SUBDIVISION, THIRD SECTOR

AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

IN MAP BOOK 7, PAGE 110



WHEREAS, the undersigned Bennett Properties, 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 7, Page 110.

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

NOW THEREFORE, the undersigned, Bennett Properties, 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 shingles, sheetrock or other similar materials and 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 substructure, 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 no less than 1400 square feet exclusive of open porched, breezeways, carports or 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 purposes.

12. The owner reserves the right, along with its successors and assigns, to grant rights of way to use said streets to any 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 electrical, 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 electrical light wires over said lots from the poles located on said street or ways.

First Real Estate  
P.O. Box 9

13. After start of construction of any superstructure, said superstructure shall be completed within 120 days.

14. All yards to be sprigged or sodded, no seeding in front yards. Rear yards may be seeded.

15. All superstructures will have anodized or wood windows.

16. Water meters shall be set at onset of construction of any superstructure.

17. 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 any 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.

18. Invalidity 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.

19. Minor violations of the building line requirements, not to exceed 10% or the required distance may be waived by the owner.

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

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

WITNESS MY HAND, this the 19<sup>th</sup> day of February, 1979.

PORTSOUTH SUBDIVISION  
BENNETT PROPERTIES, INC.

By:

  
Sam W. Bennett, President



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Shelby Cnty Judge of Probate, AL  
02/21/1979 12:00:00 AM FILED/CERT

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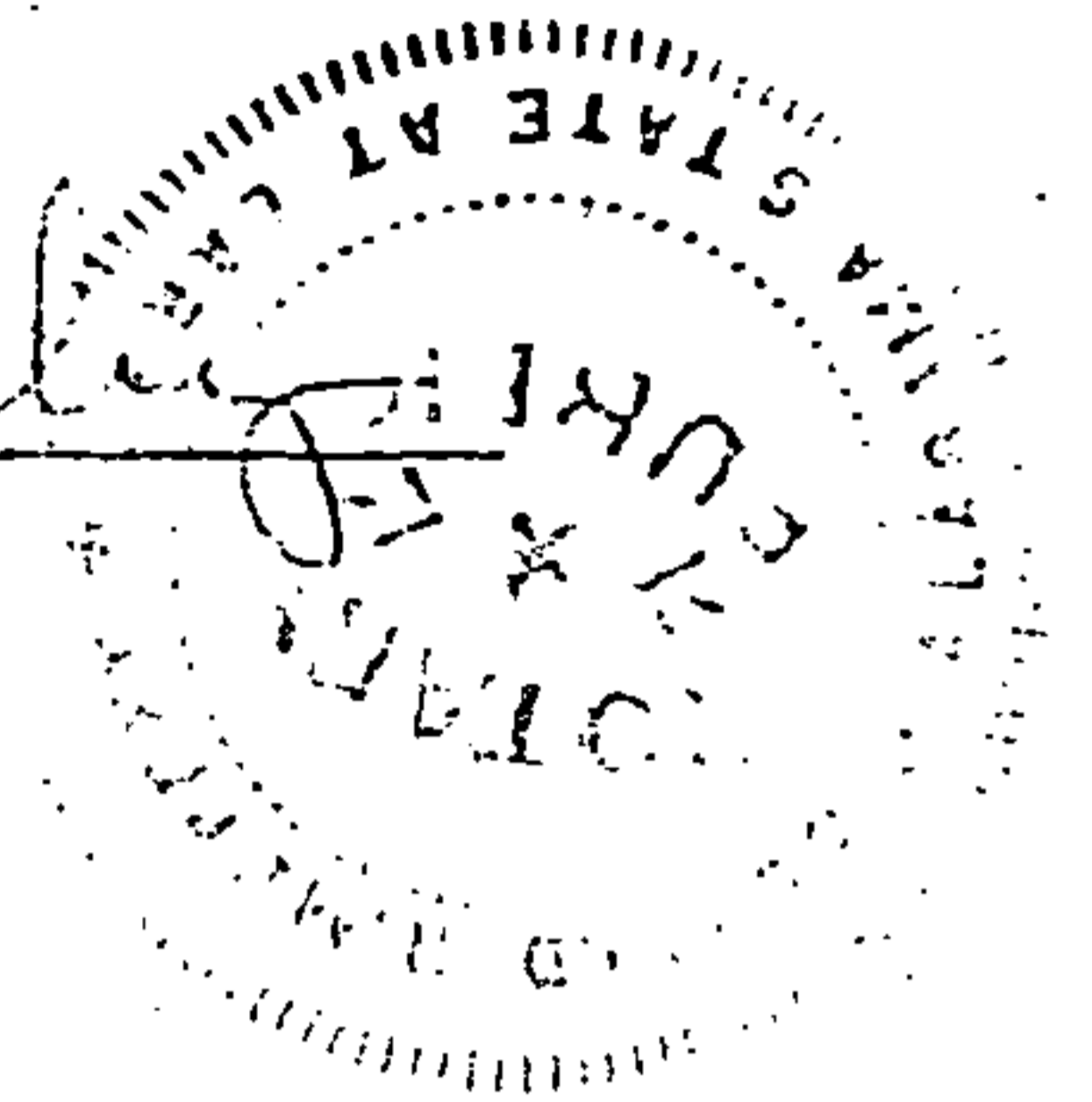
BOOK

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said County in the said State, hereby certify that SAM W. BENNETT, whose name as President of BENNETT PROPERTIES, INC., is signed to the foregoing instrument 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 as the act of said corporation.

GIVEN under my hand and official seal this, the 19<sup>th</sup> day of February, 1979.

*Donald R. Mays*  
Notary Public



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

1979 FEB 21 AM 8:07

*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE

Rec. 4.50

Inst. 1.00

5.50



19790221000021380 3/3 \$.00  
Shelby Cnty Judge of Probate, AL  
02/21/1979 12:00:00 AM FILED/CERT

BOOK 29 PAGE 559