

RESTRICTIVE COVENANTS APPLICABLE TO  
THE FIRST SECTOR OF  
BRIARWOOD SUBDIVISION OF COLUMBIANA, ALABAMA

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- A. The following restrictions and reservations shall be applicable to the subdivision known as BRIARWOOD SUBDIVISION, FIRST SECTOR, COLUMBIANA, ALABAMA as developed by the JBL Corporation, owned by Robert N. Bolton and James T. McDow of Columbiana, Alabama.
- B. These restrictions shall apply to all Lots which are shown on the map recorded in the office of Probate Judge of Shelby County, Alabama, in Map Book 5, Page 23.
- C. The Lots in the said First Sector shall be used for residence purposes only and not for any purpose of business or trade.
- D. No one-story dwelling house of less than 1200 square feet of area exclusive of porches, carports and terraces and no one and one-half (1½) or two (2) story dwelling having less than 1000 feet (square) on the first floor shall be erected on any lot in the said subdivision.
- E. No building, except a dwelling house designed for use of not more than two families with the necessary out buildings shall be erected or maintained on one lot. It is intended hereby that there shall be only one dwelling house on each lot and that two family occupancy shall be permitted if such dwelling is designed as a duplex. No concrete blocks shall be used on the exterior or the front or sides of any building.
- F. No trailers, temporary buildings, servany houses, garages or other buildings shall be used for residence purposes prior to the completion of a dwelling house on said property, in accordance with these restrictions.
- G. No dwelling shall be erected on any lot of said property, the front line of which (which means the front line of any porch or terrace or any projection, not counting the steps) shall be nearer the road or street right of way line on which said lot or property faces than thirty (30) feet; and that no dwelling shall be erected on any lot of said subdivision, the side line of which (which means the side line of porch or projection, not counting steps) shall be nearer than ten (10) feet to the lot lines; on corner lots the side of no house shall be closer to the street right of way line than thirty (30) feet.
- H. No detached outbuilding, garage or servants house on said property shall be erected closer to the side lot line than ten (10) feet nor closer to the rear lot line than ten (10) feet and must be in the rear of the dwelling house.
- I. Fences, hedges and walls exceeding three feet in height shall not be built closer to any road or street right of way line than the front line of the house nearest to such road or street line.
- J. No lot shall be cultivated for crops of any sort, except in small kitchen gardens suitably located.
- K. There shall not be built, maintained or kept on any lot of said property a cess pool, septic tank, privy or privy vault, or receptacle of any kind for the storage of liquid waste or human waste. Only the established sewer lines shall be used.

- L. The grantor reserves the right to make any road or other improvements abutting on the said property and further reserves the right to change or modify the restrictions on any property in this subdivision or subsequent Sectors that may be added.
- M. No dog kennels or places for the raising of livestock or other animals will be allowed; however this provision is not intended to prohibit any owner from keeping a pet dog, pet birds or other pet fowls so long as they do not become a nuisance. No cows shall be kept on the premises.
- N. No occupant of any lot may accommodate boarders or lodgers for hire on the premises.
- O. Sewer outfall lines are shown on the plat and definite easements are reserved therefor and said easements may be entered upon or opened up at any time by the City or Owners of the subdivision for the purpose of maintenance or installation of additional or new sewers. Easements are also reserved for all drainage ditches and no property owner may stop up or change said ditches in any way and the City or Subdivision Owners may enter at any time for the purpose of maintenance or cleaning out if needed.

It is understood and agreed that the foregoing conditions, limitations and restrictions shall attach to and run with the land for a period of twenty five (25) years from JUNE 26, 1967, at which time said restrictions and limitations shall automatically extend for successive periods of ten years (10), unless by a vote of a majority of the then property owners of the lots included in this First Sector of Briarwood Subdivision, it is agreed in writing to change said restrictions and limitations in whole or in part. If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in this said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues from such violation.

Invalidation of any one or several 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.

These covenants are subscribed to on this 26<sup>th</sup> day of JUNE 1967.

By: Robert N. Bolton  
Robert N. Bolton, Pres. JBL Corp.

James T. McDow  
James T. McDow, Secty. & Treas.  
JBL Corp.

STATE OF ALA., SHELBY CO.,  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 3 PM

6/26 1967

RECORDED & \$ — MTG. TAX

\$ — DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

Conrad M. Fowler  
JUDGE OF PROBATE