

RESTRICTIVE COVENANTS
BRIAR LAKES ESTATES
SUB-DIVISION

1. USE: All lots in said subdivision shall be known and designated as residential lots. No building or structure shall be erected, altered, placed, or permitted to remain on any residential building lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars or servants' quarters and appropriate outbuildings. No building temporary or otherwise, shall be erected or brought onto such property for residence purposes, previous to the commencement of construction of the permanent residence on such lot.
2. DWELLING REQUIREMENTS: The ground floor area of a residence, exclusive of verandas, open porches (not having exterior walls), garages, breezeways, carports and patios, shall be not less than 1200 sq. ft. for a one-story dwelling, nor less than 1200 sq. ft. for a dwelling of more than one story.
3. LOT AREA AND WIDTH: No lot shall be subdivided into, nor shall any dwelling be erected or placed on, any lots having a width of less than 75 feet.
4. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line. No building shall be located nearer than 10 feet to an interior lot line, except that a 5-foot minimum side yard shall be permitted for a garage or other permitted necessary building located 40 feet or more from the minimum building set back line. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. NUISANCES: No noxious or offensive trade or activity shall be carried on or maintained on any lot in said subdivision, nor shall anything be done thereon which may be or become any annoyance, or a nuisance in the neighborhood.
6. TEMPORARY RESIDENCES AND GARAGE APARTMENTS: No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time ever used as a residence, temporarily or permanently, nor shall any structure of a temporary character ever be used as a residence.
7. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
8. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumpingground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
9. RESTRICTION AS TO NUMBER OF RESIDENCES: Not more than one residence shall be erected or constructed upon any lot shown upon the map of plot of Briar Lake Subdivision hereunto annexed.
10. RESTRICTION AS TO HEIGHT OF FENCE: No fence, wall, or hedge higher than six (6) feet shall be erected or maintained on said premises.
11. All sales or leases of lots in this subdivision shall be made subject to like restrictions as to the use of the same.
12. RESTRICTION AS TO APPROVAL OF PLANS: No dwelling house or other house or structure shall be erected until the plans and specifications with the proposed site therefor have been submitted to and approved by Charles F. Fridge, Jr.
13. Said covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantee, his heirs, executors, administrators and assigns, and are imposed upon said realty as an obligation or charge against the same for the benefit of the grantor herein named, its successors and assigns; and as a

general plan for the benefit of said tract.

We the undersigned owners of the property which will be effective by the above mentioned covenants do hereby agree to abide by them.

Robert L. Jaze

Minnie L. Jaze

A. Pluchin

Charles L. Hendrix

Chas. E. Davis

James H. Bell
Deputy

THE STATE OF ALABAMA, ESCAMBIA COUNTY

I hereby certify that the within

Deed

was filed in my office for record on
the 25 day of March

1962 at 11 o'clock A. M.,

and recorded in Deed

Record, 145 at Page 273-6 and

examined, and that \$ 145

privilege tax has been paid therein as

required by law. **NO TAX COLLECTED**

Documentary Stamps \$ 145

James H. Bell
Judge of Probate

(Seal)
Dec.

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