



THE STATE OF ALABAMA,  
JEFFERSON COUNTY

I HEREBY CERTIFY THAT THE DEED TAX \$2.32 AND TAX \$1.00  
HAS BEEN PAID ON THIS INSTRUMENT.

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of *Ernest Hawkins*  
ONE HUNDRED DOLLARS and other good and valuable considerations *Judge of Probate*

to the undersigned grantor, MOUNTAIN BROOK LAND COMPANY, a body corporate, in hand paid by

CHARLES F. ZUKOSKI, JR.,

the receipt of which is hereby acknowledged, the said MOUNTAIN BROOK LAND COMPANY does by these  
presents grant, bargain, sell and convey unto the said *Charles F. Zukoski, Jr.,*

the following described real estate, situated in Jefferson County, Alabama, to-wit:  
Estate Number Four Hundred Sixty-six (466) and the Southeast Half of  
Estate Number 465-A, according to the map and survey of the property of Mountain Brook Land  
Company known as Beechwood Road Sector, and recorded in Map Book 23, at  
Page 12, in the office of the Judge of Probate of Jefferson County, Alabama; the portion of said  
Estate 465-A hereby conveyed being particularly described as beginning at the northeast  
corner of said Estate 465-A, which is the point of intersection of the line dividing  
said two estates with the southwesterly line of Leeds Road; thence in a northwesterly  
direction along the northeast line of said Estate 465-A a distance of 45 feet; thence run  
in a southwesterly direction to a point on the southwest line of said Estate 465-A which  
is 47.5 feet northwest of the southeast corner thereof; thence southeasterly along said  
southwest line to the southeast corner of said Estate 465-A; thence northeasterly along  
the southeast line of said Estate 465-A to the point of beginning.

There is excepted from this conveyance and reserved to the grantor, its successors and assigns, an ease-  
ment twelve feet in width along the rear property line of said  
property for electric light and telephone poles and lines or other public utilities; also an easement three feet wide  
on the side lines of said property for telephone and electric lines to a point distant one hundred fifty (150) feet  
from the front line of said property. The right is also reserved to anchor guy lines on said estate whenever the  
same may become necessary for the erecting of telephone or electric light poles on the easement provided therefor.

There is also excepted from this conveyance and reserved to the said grantor, its agents, successors or  
assigns, or to the agents of any public utility, the right of ingress and egress to and from said property for all nec-  
essary purposes in connection with the installation and maintenance of any public utilities on and over such ease-  
ments.

This conveyance is made subject to the following conditions, limitations, and restrictions, viz.:

- (1) That said property shall be used by white persons only, except that any servant or servants employed on the premises may occupy servants' quarters or house;
- (2) That the said property shall be used for residence purposes only, and not for any purpose of business or trade;
- (3) That no building except a single dwelling house, with necessary outbuildings, shall be erected or maintained on said property, such dwelling house to cost in its construction not less than \$10,000.00; it is intended hereby to prohibit, nor shall there be maintained, kept or suffered any dairy, sanitarium, apartment house, double or duplex house, inn, boarding house or place of any sort for the serving of food or refreshments to the public, public garage, public stables, public hall or transportation equipment for doing work under contract or hire; no dog kennels shall be maintained or pet stock raised for commercial purposes on any part of said property;

- (4) That no temporary buildings, servants' houses, stables, 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;
- (5) That no dwelling shall be erected on said property, the front line of which (which means the front line of any porch, or terrace, or any projection, not counting steps) shall be nearer the road or street on which said property faces than 100 feet; and that no dwelling shall be erected on said property, the side line of which (which means the side line of porch, or projection, not counting steps) shall be nearer the side line of said property than 15 feet;
- (6) No outbuildings, garages or servants' houses on said property shall be erected except in the basement of, or attached to, the dwelling house, facing to the side or rear; or, if detached, on the rear of said estate, clear of any easements;

- (7) Fences, hedges and walls exceeding three feet in height shall not be built closer than 100 feet to any road or street, ~~not~~  
~~substantially less than 100 feet to the property line of an adjoining estate;~~
- (8) That no building shall be erected or begun on said property, without plans, specifications and location thereof, first having been submitted to and approved, in writing, by the grantor or its authorized agents;
- (9) No estate may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings, except at the discretion and with the approval of the grantor or its authorized agents;
- (10) No estate shall be cultivated for crops of any sort, except in kitchen gardens of reasonable sizes, suitably located;
- (11) There shall not be built, maintained, or kept on said property a cesspool, privy or privy vault, or receptacle of any kind for the storage of liquid waste, except septic tanks, of an improved type, satisfactory to the City and County Health authorities, properly laid with under-drains. No septic tanks may be constructed within 30 feet of an adjoining property line. No sewer or drainage line shall be laid on said lot, which shall empty on, or become a nuisance to the adjoining property.
- (12) The grantor reserves the right to make any road or other improvements abutting on said property, and to change the present road or street grades, if necessary, without liability to the purchaser, or assigns, for any claim for damages; and, further, reserves the right to change or modify the restrictions on this or any other property of the Mountain Brook Land Company.

~~Each estate included in said sector, and estates in any other sectors that may hereafter be subdivided and map of said subdivision placed of record or, which may be sold subject to similar provisions by the Mountain Brook Land Company, shall be subject to an annual maintenance charge at the rate of one mill per square foot for the one year period commencing January 1st, 1929, and at such a rate as may be determined by the seller for each year thereafter. The seller may adjust said maintenance fund from year to year as the needs of the property, in its judgment, may require, but in no event may the maintenance charge be raised to more than two mills per square foot, except by the approval and with the consent of 75% of the owners of estates in said sector. If approval is given by 75% of the property owners it shall be binding on all owners.~~

~~The maintenance charge shall be paid into a fund known as the "Maintenance Fund". It shall be due and payable on the first day of January each year. The fund shall be payable to and at the office of the Mountain Brook Land Company, Birmingham, Alabama, which Company agrees to apply the total funds arising from the said charge, as far as the same may be sufficient, toward the payment of any so-called maintenance expenses incurred for any of the following purposes: For lighting, improving or maintaining roads, bridle paths, sidewalks, parks and playgrounds (if any); for maintaining all vacant estates; for the care of trees and shrubbery; the collection and disposal of garbage, ashes, etc.; for police or fire protection; or for such other improvement or maintenance as may seem to the said Mountain Brook Land Company to be beneficial for said Development. The Mountain Brook Land Company shall be responsible only for the exercise in good faith of its discretion in the handling and expenditure of said fund. The said Mountain Brook Land Company does not guarantee the sufficiency of said fund for the purposes set forth.~~

~~The seller agrees to pay the same rate of assessment as the individual estate owners into said maintenance fund, for estates owned by it in this sector on January 1st of each year.~~

~~It is expressly agreed that the Maintenance Charges referred to herein shall be liens or encumbrances on the land with respect to which said charges are made, and it is expressly stated that by the acceptance of title to any of the land included in said sector that the owner from the time of acquiring title thereto shall be held to have covenanted and agreed to pay into the Maintenance Fund all charges provided for herein.~~

~~When as many as 75% of the estates in this sector have been sold by the Mountain Brook Land Company, a non-profit, co-operative association shall be organized which shall be comprised of land owners in this development. Each land owner shall have one vote in said Association for each platted Estate owned. The purpose of this Association shall be to assume all of the rights, powers, duties and obligations formerly held by the Mountain Brook Land Company in connection with said Maintenance Fund and to carry out and perform the same. Upon the organization of said Association, the Mountain Brook Land Company shall be automatically released from further responsibility in connection with said Maintenance Fund.~~

~~The owners of as many as 75% of the estates subject to these agreements may at any time, by declaration to that effect, in writing, filed for record in the Probate Office of Jefferson County, Alabama, terminate or modify the agreement as to said "Maintenance Fund" as to all owners of estates subject thereto.~~

It is understood and agreed that as a part of the consideration of this conveyance, the grantee herein agrees to conform to the foregoing conditions, limitations, and restrictions and that said conditions, limitations, and restrictions shall attach to and run with the land, and that it shall be lawful for the said grantor, its successors or assigns, to institute and prosecute any proceedings at law or in equity against the person, persons, corporation or corporations violating or threatening to violate the said conditions, limitations and restrictions, and the said conditions, limitations and restrictions may be proceeded upon against the said grantee, heirs or assigns, for a specific execution thereof, and, that any failure on the part of the grantor, its successors or assigns, to assert any right as herein provided shall not be deemed a waiver thereof, but it may at any time assert the same.

TO HAVE AND TO HOLD said property unto the said Charles F. Zukoski, Jr., his heirs and assigns, forever. And the said Mountain Brook Land Company, does for itself, its successors and assigns, covenant with the said Charles F. Zukoski, Jr., his heirs and assigns, that it is lawfully seized in fee simple of said premises, and that they are free from all encumbrances, except as hereinabove noted; that it has a good right to sell and convey the same, as aforesaid; that it will, and its successors and assigns shall warrant and defend the same to the said Charles F. Zukoski, Jr., his heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said MOUNTAIN BROOK LAND COMPANY, by its Vice-President, Robt. Jemison, Jr., who is authorized to execute this conveyance, has hereunto set its signature and seal, this 7th day of October, 1938.

MOUNTAIN BROOK LAND COMPANY



Handwritten initials 'RAB' and 'D' next to the notary seal.

Attest:

*[Signature]*  
Secretary.

By *[Signature]*  
Vice-President.

THE STATE OF ALABAMA, }  
JEFFERSON COUNTY }

I, C.S. Davis, a Notary Public in and for said County, in said State, hereby certify that Robt. Jemison, Jr., whose name as Vice-President of the Mountain Brook Land Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the 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 7th day of October, 1938.

*[Signature]*  
Notary Public.

# MOUNTAIN

## BEECHWOOD ROAD SECTOR

J.H. GUNDER, ENGINEER

AUGUST 1937



The undersigned J.H. Gunder as Civil Engineer and Surveyor and M.D. Co. a corporation owners of the land described and set forth on this plat of the Beechwood Road Sector, Section 4, T. 16 N., R. 2 W., and a part of the West Half of Section 4, T. 16 N., R. 2 W., in Jefferson County, Alabama, do hereby certify that the map of that of the above said land showing the streets and other public ways and giving the names and width of the same or other public ways as well as the number and block and showing the relation of the land so plotted to the adjacent lands and J.H. Gunder has hereunto set his hand and seal of said corporation on this day of August 1937.

*W. J. ...*  
 J.H. Gunder  
 Civil Engineer & Surveyor

W.C.S. DAVIS Notary Public in and for said County in Jefferson County, Alabama, do hereby certify that being informed of the contents of the foregoing certificate and who is duly qualified and with full authority executed the same voluntarily on this day of August 1937.

W.C.S. Davis

NW 1/4 SW 1/4  
 3-18-2W

SW 1/4 NW 1/4  
 3-18-2W

STATE of ALABAMA  
 COUNTY of JEFFERSON

J.C.S. DAVIS, a Notary Public in and for said County in said state do hereby certify that J.H. Gunder whose name as Civil Engineer and Surveyor is signed to the foregoing certificate and who is duly qualified and who is duly qualified and with full authority executed the same voluntarily on the day of August 1937.

*J.C.S. Davis*