

STATE OF ALABAMA

SHELBY COUNTY

AMENDMENT AND MODIFICATION TO PROTECTIVE COVENANTS,
RESTRICTIVE COVENANTS AND OTHER COVENANTS RUNNING
WITH THE LAND ON INDIAN VALLEY LAKE ESTATES

4603

WHEREAS, the Five T's, Inc., an Alabama corporation, formerly being the owner of certain property known as Indian Valley Lake Estates, has sold such property to certain individuals who are named hereinafter and certain property to John H. Bankhead & Company, Inc., a corporation, and Trimm Building Corporation, Inc., a corporation, and

WHEREAS, certain restrictions and protective covenants have been filed from time to time regarding the use of the said property known as Indian Valley Lake Estates and prior to such time the property owned by the Five T's, Inc., a corporation, and

WHEREAS, the present owners of the said property are desirous of more correctly identifying their intent and purpose in connection with the use of the said property do hereby agree that it is to their mutual interest to amend the said restrictive covenants so as to set forth the modified covenants and restrictions;

NOW THEREFORE IN CONSIDERATION OF THE PREMISES and the mutual benefit to each of the said parties, the undersigned parties do hereby agree to modify the restrictive covenants and specifically do hereby modify each of the said covenants in the following condition:

1. That covenant which is recorded in Book 2, Page 298, and 299, Shelby County, Alabama, shall be amended so as to cause paragraph one to read as follows:

No lot shall be used except for single family residential purposes. It is agreed however, that Lots 1 and 2 and Lots 10 and 11, Indian Valley Lake Estates, the same being the four lots closest to Valley Dale Road in the subject property, may be used for purposes other than residential usage, including but not limited to professional offices, commercial, and other permitted use under the highest and best use as determined by its owner.

2. That this amendment to the restrictions and protective covenants shall also amend all of the restrictive covenants filed subsequent to that covenant set forth in Book 298, and 299, et al., so as to restrict the use of the subject property to single family residences other than Lots 1 and 2 and 10 and 11 of Indian Valley Lake Estates as set forth hereinabove, such covenants and restrictions being recorded as follows: Miscellaneous Volume 16, Page 768, Volume 269, Page 470, Miscellaneous Volume 2, Page 885, Miscellaneous Volume 9, Page 143, Volume 8,

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Page 70, Volume 8, Page 166, Volume 4, Page 187, Volume 7, Page 98, all in the Probate Office of Shelby County, Alabama.

3. That all of the said restrictions shall continue to be in force and effect upon the same terms and conditions as originally recorded except for those provisions that conflict with paragraph one and two hereinabove.

4. It is agreed that all property presently owned by John H. Bankhead & Company, Inc., a corporation and Trimm Building Corporation, Inc., a corporation, shall be controlled by a committee consisting of William H. Trimm, James R. Trimm, and Howard Humber, so as to assure the owner of said property the proper enforcement of these covenants as amended from time to time and further in order to assure that any residence constructed on any of the property owned by the said parties, shall be constructed in accordance with the restrictive covenants heretofore filed and amendments thereto. This committee shall approve any building plans on residential lots in the subject property and shall require that a copy of the plans be submitted to them at least fifteen days prior to the commencement of any building or obtaining of any building permits. This committee shall have no control nor supervisory responsibility in connection with the following described properties: Lots 3, 4, 12, 16, 17, 19, 9, 14, and 15, Indian Valley Lake Estates, First Sector, as recorded in Map Book 5, Page 130, in the Probate Office of Shelby County, Alabama, it being understood by all parties that these lots are owned by persons other than John H. Bankhead & Company and Trimm Building Corporation, Inc., a corporation.

5. It is further agreed that all the said restrictions heretofore filed and this amendment hereto, are hereby confirmed and re-established to run as a covenant with the land, enforceable upon all subsequent grantees hereto for a successive period of ten years from this said date, the said covenants to be renewed automatically for an additional ten years unless the majority of the owners of any particular sector in the said Indian Valley Lake Estates, elect to by majority vote amend or modify the same.

These restrictions and protective covenants shall be enforceable by any person or persons who are grantees and owners of the said property by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said covenants and shall be entitled to restrain such violators and recover damages.

IN WITNESS WHEREOF, John H. Bankhead & Company, Inc., a corporation,

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By: John H. Bankhead
John H. Bankhead, President

By: William H. Trimm
William H. Trimm, President

William B. Doyle, Elizabeth P. Doyle
Lee M. Jones & Gloria H. Jones
Charles C. Jones, Sandra L. Jones
Roy L. Jones, Charlene M. Jones
Kennis W. Davis, Donald V. Davis
Robert J. Anderson
Anthony L. McWhorter, Marjorie McWhorter
Ben Willey, Kathy Willey

	Lot No.	6
N	Lot No.	
	Lot No.	
	Lot No.	
D	Lot No.	
	Lot No.	
	Lot No.	
	Lot No.	

Eugene Bridges J. & Miriam L. Bridges

COUNTY OF

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Given under my hand and official seal, this 31st day of October, 1977.

Notary Public

STATE OF ALABAMA

COUNTY OF

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that William B. Doyle, Elizabeth B. Doyle, Lee N. Jones, Gloria H. Jones, Charles G. Link, Sandra L. Link, Ron G. Luketz, Chantal M. Luketz, Charles W. Davis, Llonna V. S. Davis, Robert J. Gaudin, Anthony L. McWhorter, Margie McWhorter, Ron Willey, Kathy Willey, Eugene Bridgers Jr. and Miriam S. Bridgers

whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of October, 1977.

Notary Public

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STATE OF ALA. SHELBY CO.
JUDGE OF PROBATE

1977 NOV 23 PM 12:00

JUDGE OF PROBATE

Rec. 6.00
Exp. Ind. 1.00
7.00

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