

Whereas, Scotch Building & Development Company, Inc., a corporation, (hereinafter called Scotch), as the owner of all lots in Broken Bow Subdivision, the map of which Subdivision is recorded in the Office of the Judge of Probate of Map Book 7, page 145, adopted certain restrictions and covenants with regard to the use of said property (hereinafter called Covenants), which Covenants were recorded in said office in Book 30, page 957; and

Whereas, in paragraph 12 of the Covenants, Scotch reserved the right to change the restrictions contained in said paragraph 12 "so as to permit the construction and location thereon of proper approved residences in line with the general construction plan authorized in said subdivision"; and

Whereas, Scotch desires to protect and further its interest in and to the lots it owns in Broken Bow Subdivision and also desires to protect and further the interest of any and all future owners of said lots, or any of them.

Whereas, Scotch and U.S. Home Corporation (hereinafter called U.S. Home) have entered into a contract under the terms of which Scotch has agreed to sell to U.S. Home and U.S. Home has agreed to purchase from Scotch all the lots in Broken Bow Subdivision which are owned by Scotch; and

Whereas, simultaneously with the execution of this instrument, Scotch is conveying the following described real estate (hereinafter called Real Estate) to U.S. Home:

Lots 10, 11, 12 and 13, Block 4, according to the Survey of Broken Bow as recorded in Map Book 7, page 145 in the Probate Office of Shelby County, Alabama.

and as part of the price for the sale of the Real Estate

to U.S. Home, Scotch hereby amends paragraph 12 of the Covenants by deleting said paragraph and substituting the following in lieu thereof:

"12. No building shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plat or replat; however, in no instance shall a building be located nearer to the front property line than thirty (30) feet. The main residential structure (exclusive of detached garages and out buildings) shall be located no less than thirty (30) feet from the rear property line. No part of the house building or garage shall be located nearer than eight (8) feet to an interior side line, except that a carport, or canopy, which canopy is attached to a carport and has no other support, may project in to a required sideyard provided that every part of the projection of such carport is removed at least six (6) feet from the nearest interior side lot line. The total of both side yards must equal a minimum of eighteen (18) feet. For the purposes of this covenant, eaves, steps, and unroofed terraces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot." All corner lots shall have a front setback line on each street side. However, the buildable width of a lot of record need not be reduced to less than 28 feet. No accessory building shall project beyond the front setback line of either street.

In witness whereof, Scotch Building & Development Company, Inc. has caused this instrument to be executed by its duly authorized corporate officer on this 4th day of August, 1981

Attest:

SCOTCH BUILDING & DEVELOPMENT
COMPANY, INC.

Joe C. Scotch
Its Secretary

By Wayne Scotch
Its President



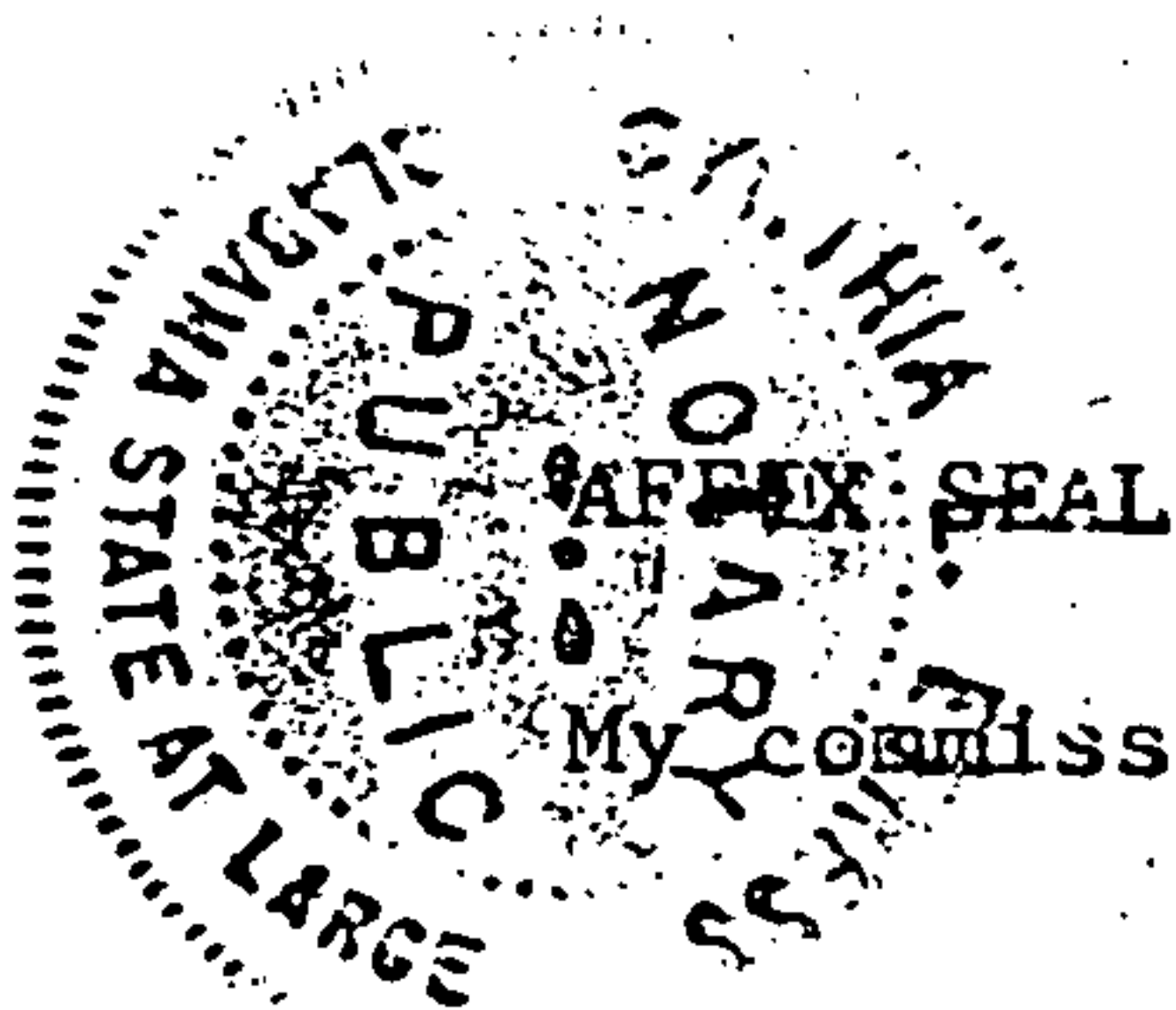
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Shelby Cnty Judge of Probate, AL
08/05/1981 12:00:00 AM FILED/CERT

STATE OF ALABAMA
JEFFERSON COUNTY

BOOK 41 PAGE 703

I, Cynthia L. Evers, a Notary Public in and for said County in said State, hereby certify that Wayne J. Scotch, whose name as President of Scotch Building & Development Company, Inc., a corporation, is signed to the foregoing Assignment and who is known to me, acknowledged before me on this day that, being informed of the contents of said Assignment, 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 the 4th day of August, 1981.



Cynthia L. Evers
Notary Public

My commission expires:

Oct. 17, 1983



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Shelby Cnty Judge of Probate, AL
08/05/1981 12:00:00 AM FILED/CERT

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

1981 AUG -5 AM 9:34

Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

Rec'd 4.50
Jud 1.00
5.50