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Shelby Cnty Judge of Probate, AL
11/12/1981 00:00:00 FILED/CERTIFIED

STATE OF ALABAMA)
SHELBY COUNTY)

441

In consideration of one hundred dollars and other good and valuable considerations paid to the undersigned Scotch Building and Development Company, Inc., a corporation, (hereinafter called Grantor) by U.S. Home Corporation, a corporation, (hereinafter called Grantee), the receipt of which the Grantor hereby acknowledges, the Grantor does hereby grant, bargain, sell and convey unto the Grantee the following described real estate, situated in Shelby County, Alabama, to-wit:

Lots 14, 15, 16 and 1, 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.

This conveyance is subject to ad valorem taxes, and easements and restrictions of record.

To have and to hold to the Grantee, its successors and assigns forever.

The Grantor does, for itself and for its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; 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 unto the Grantee, its successors and assigns forever, against the lawful claims of all persons.

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 November, 1981.

ATTEST:

SCOTCH BUILDING & DEVELOPMENT COMPANY, INC.

Joe A. Scotch
Its Secretary

By Wayne J. Scotch
Its President

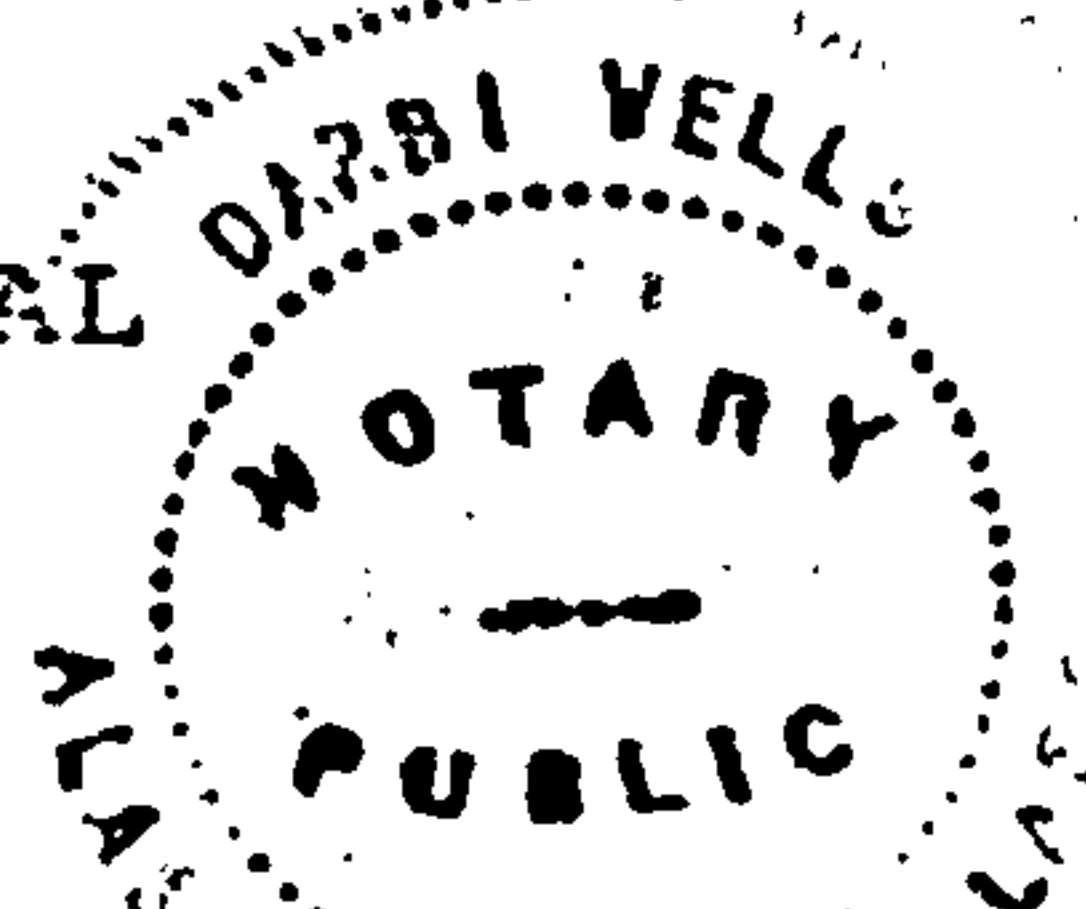
STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, 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 instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 seal of office, this 4th day of November, 1981.

Darbi Wells
Notary Public

NOTARY MUST AFFIX SEAL



BOOK 336 PAGE 65

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363

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

Whereas, paragraph 10 of the Covenants provides that certain of the Covenants may be altered, changed, canceled or amended at any time by Scotch, its successors or assigns; and

Whereas, Scotch and U.S. Home Corporation, a 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 certain lots in Broken Bow Subdivision; and

Whereas, Scotch conveyed to U.S. Home the following described real estate (hereinafter called Real Estate):

Lots 1, 14, 15, 16, 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.

Whereas, by an instrument dated May 4, 1981, Scotch assigned to U.S. Home the right to alter, change, cancel or amend the covenants, terms, conditions, restrictions and limitations, as provided in paragraph 10 of the Covenants, with regard to the Real Estate and with regard to all other lots in said Broken Bow Subdivision which may hereafter be conveyed to U.S. Home.

U.S. Home Corp.
300 - National Bldg. Pl.
Shelby 3300
5-216

Now, therefore, U.S. Home does hereby amend the Covenants, as provided hereinafter, with regard to the Real Estate.

1. Paragraph 1 of the Covenants shall be deleted in its entirety and shall be replaced with the following:

"1. No building shall be erected, altered or permitted to remain on any of the Lots other than one detached single-family dwelling not to exceed 2-1/2 stories in height, with an overall height limitation of thirty-five (35) feet. Nor shall any dwelling, exclusive of open porches, garages or patios be permitted on any of the Lots at a cost, including the cost of the Lot, of less than \$20,000.00, based upon cost levels prevailing on the date this instrument is recorded."

2. Paragraph 2 of the Covenants shall be deleted in its entirety and shall be replaced with the following:

"2. No activity, whether for profit or not, shall be conducted on any of the Lots which is not related to single-family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes. This restriction is also waived in regard to the use of any buildings, or homes as an administrative or construction office of U.S. Home."

3. Paragraph 3 of the Covenants shall be deleted in its entirety and shall be replaced with the following:

"3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and slightly, as determined by the provisions of Paragraph 11 of the Covenants."

4. Paragraph 4 of the Covenants shall be deleted in its entirety and shall be replaced with the following:

"4. The living area on the ground floor of the main structure located on any lot, exclusive of open porches and garages, shall not be less than eight hundred (800) square feet for a one-story dwelling nor less than five hundred fifty (550) square feet for a dwelling of more than one story."

5. Paragraph 5 of the Covenants shall be deleted.

in its entirety and shall be replaced with the following:

"5. Walls, fences and hedges may be erected along the boundaries of a lot or yard; however, such wall, fence or hedge may not exceed six and one-half (6-1/2) feet in height above the surface of the ground except as required for a retaining wall. No wall, fence or hedge shall be erected nearer the street than the front or side building line of the lot except as required for a retaining wall. No barbed wire or other hazardous material shall be used in fence construction. No dwelling, outbuilding, garage or servant's house shall be erected or begun on any lot without plans and specifications, grades and locations thereof having been first submitted for approval in accordance with the provisions of approval as established in paragraph 11 of the Covenants."

6. Paragraph 6 of the Covenants shall be deleted.

in its entirety and shall be replaced with the following:

"6. Subject to the approval under conditions established in paragraph 11 of the Covenants, any owner of one or more adjoining lots, or portions thereof, may consolidate such lots or portions into one building site in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the lots in the same block. Subject to the approval under conditions established in paragraph 11 of the Covenants, no lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceeding."

7. Paragraph 7 of the Covenants shall be deleted.

in its entirety and shall not be replaced with another paragraph 7.

8. Paragraph 8 of the Covenants shall be deleted in its entirety and shall be replaced with the following:

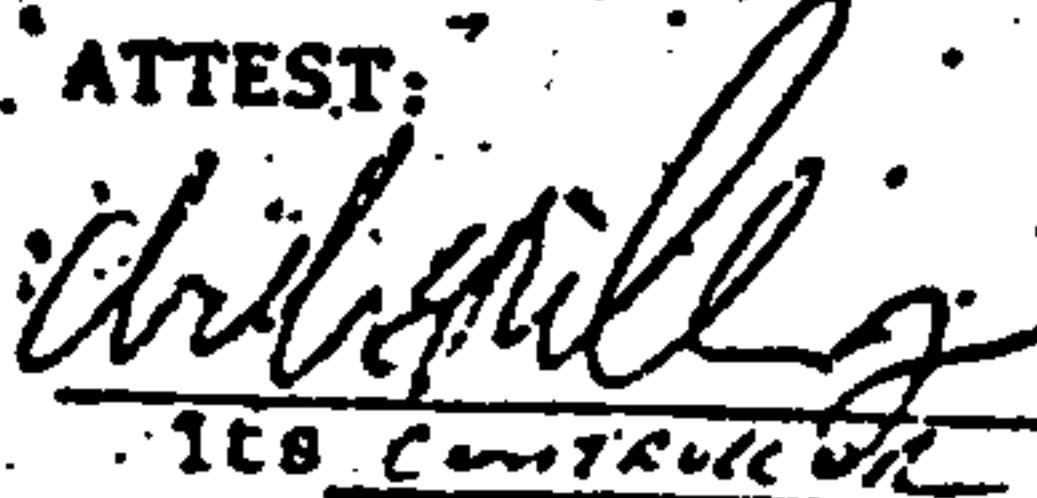
"8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. No more than three of each type of pet will be permitted on each Lot."

9. Paragraph 9 of the Covenants shall be deleted in its entirety and shall be replaced with the following:

"9. 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 May 21, 1979, at which time limitations and restrictions shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the Lots, which may only occur after Lots are no longer owned by U. S. Home, affiliates or subsidiaries, it is agreed to change said restrictions and limitations, in whole or in part, and that it shall be lawful for U. S. Home, its successors or assigns, to institute and prosecute any proceedings at law or in equity against the person, persons, corporations or corporation violating, or threatening to violate, the said conditions, limitations and restrictions; and failure to institute proceedings for any one or more violations, shall not constitute approval of same, or be construed as a waiver of any right of action contained herein, for past or future violations of said conditions, limitations, or restrictions."

In witness whereof, U. S. Home Corporation has caused this instrument to be executed by its duly authorized corporate officer, as of the day of

ATTEST:


Its Controller

U. S. HOMES CORPORATION


Its Region Controller

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Darbi Wells, a Notary Public in and for said County in said State hereby certify that Charles E. Miller whose name as Region Controller of U.S. Home Corporation, a corporation, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day that, being informed of the contents of said instrument, 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 5 day of November, 1981.

Darbi Wells
Notary Public

AFFIX SEAL:

My commission expires 12/18/85.



BOOK 336 PAGE 70

Whereas, Scotch Building & Development Company, Inc., a corporation, (hereinafter called Scotch), at a time when it owned all the 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 all of said lots in Broken Bow Subdivision (hereinafter called Covenants), which Covenants were recorded in said office in Book 30, page 957; and

Whereas, paragraph 10 of the Covenants provides that certain of the Covenants may be altered, changed, canceled or amended at any time by Scotch, its successors or assigns; and

Whereas, paragraph 11 of the Covenants provides that Scotch may appoint a representative for the purpose of considering and approving or disapproving the plans, specifications, plot plans and the other matters referred to in said paragraph 11, and Scotch has agreed to appoint the Architectural Control Committee, referred to hereinafter, as such representative; and

Whereas, Scotch and 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 Corporation, a corporation, (hereinafter called U.S. Home):

Lots 1, 14, 15, 16, 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.

Whereas, as part of the consideration for the sale of the Real Estate to U.S. Home, Scotch agreed: (1) to assign to U.S. Home the right to amend the Covenants with regard to the Real Estate and with regard to any other lots in said Broken Bow Subdivision which may hereafter be conveyed to U.S. Home; (2) to establish the Architectural Control Committee referred to hereinafter as Scotch's representative with regard to the consideration, approval and disapproval of the plans, specifications, plot plans and the other matters referred to in paragraph 11 of the Covenants and to appoint as the members of said Architectural Control Committee the individuals named hereinafter; and (3) that U.S. Home may remove from the Real Estate and from all other lots in Broken Bow Subdivision which may hereafter be conveyed to U.S. Home, all trees, regardless of size or type.

Now, therefore, in consideration of the premises and in consideration of \$10.00 paid by U.S. Home to Scotch, the receipt and sufficiency of which are hereby acknowledged by Scotch, Scotch hereby agrees as follows:

1. Scotch hereby assigns and grants to U.S. Home the right to alter, change, cancel or amend the covenants, terms, conditions, restrictions and limitations, as provided in paragraph 10 of the Covenants with regard to the Real Estate and with regard to all other lots in said Broken Bow Subdivision which may hereafter be conveyed to U.S. Home.

2a. Scotch hereby appoints an Architectural Control Committee (hereinafter called Committee) as its representative for the purpose of considering, approving and disapproving the plans, specifications, plot plans and the other matters referred to in paragraph 11 of the Covenants. The Committee shall be composed of Craig Sinden, Bruce Herbert and Mark Jenkins. At any time after all the

lots in Broken Bow Subdivision have houses constructed on them, which are, or have been occupied, the then record owners of all the lots in Broken Bow Subdivision shall have the right, by a duly executed and recorded written instrument, to change the membership of the Committee or to withdraw from the Committee, or to restore to it, any of its powers and duties. In the event of death or resignation of any member or members of the Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, plot plans and other matters submitted to the Committee or to designate a representative with like authority.

2b. No building shall be erected, placed, or altered on any lot in Broken Bow Subdivision (hereinafter called Lot) until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Committee, or its designated representative prior to commencement of construction. The Committee may require the submission of such plans, specifications, and plot plans together with such other documents as it deems appropriate, in such forms and detail as it may elect at its entire discretion. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required

documents, approval will not be required and the requirements of this paragraph 2b. will be deemed to have been fully complied with.

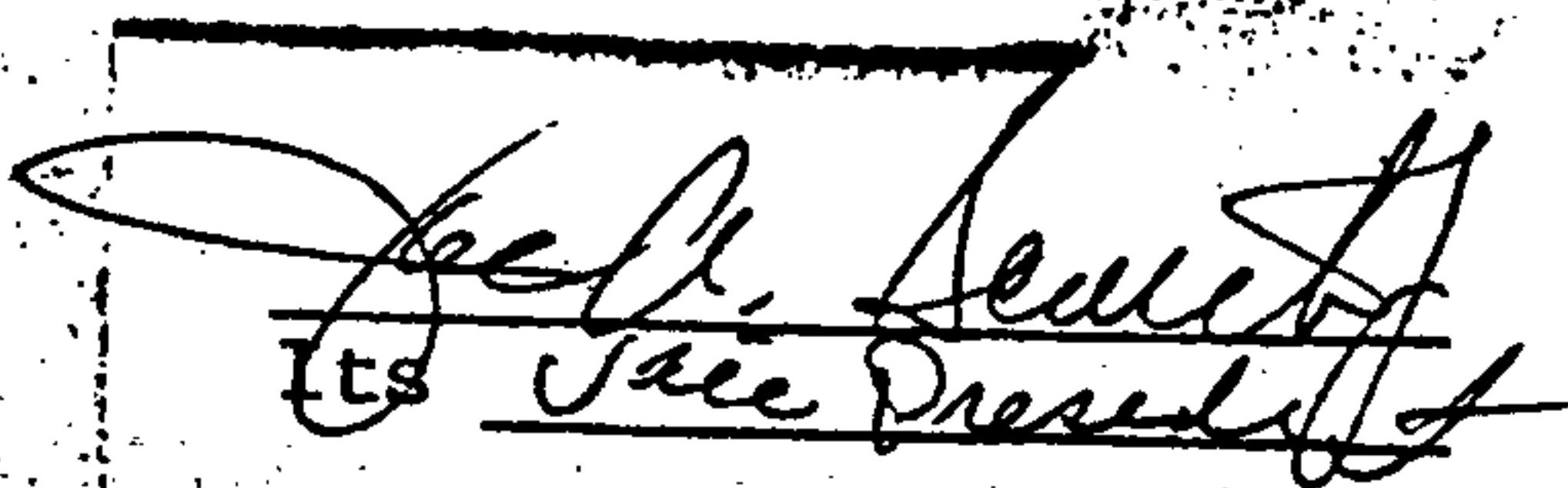
2c. The Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and the Committee shall not be bound thereby.

2d. The Committee shall have the authority to review and waive encroachments.

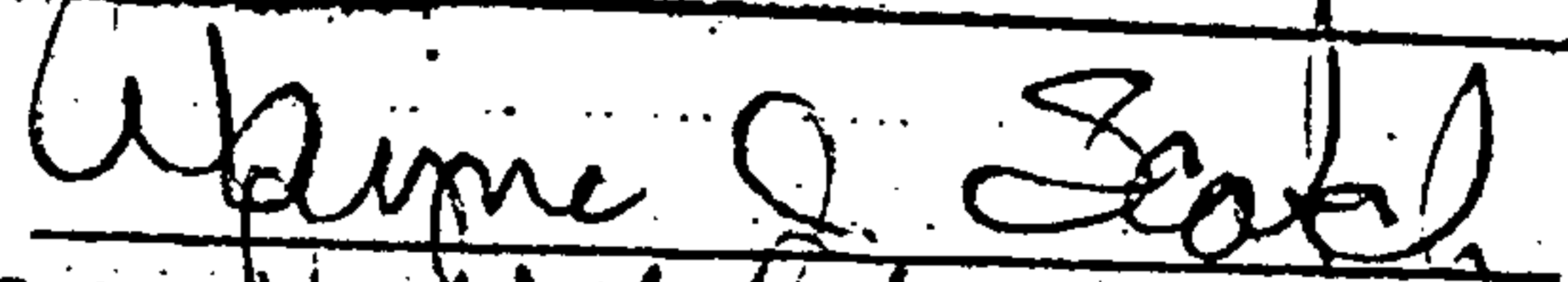
3. Scotch hereby agrees that U.S. Home may remove from the Real Estate and from all other lots in Broken Bow Subdivision which may hereafter be purchased by U.S. Home, all trees, regardless of size or type.

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

Attest:


Its Face President

SCOTCH BUILDING & DEVELOPMENT
COMPANY, INC.

By 
Its President

STATE OF ALABAMA
JEFFERSON COUNTY

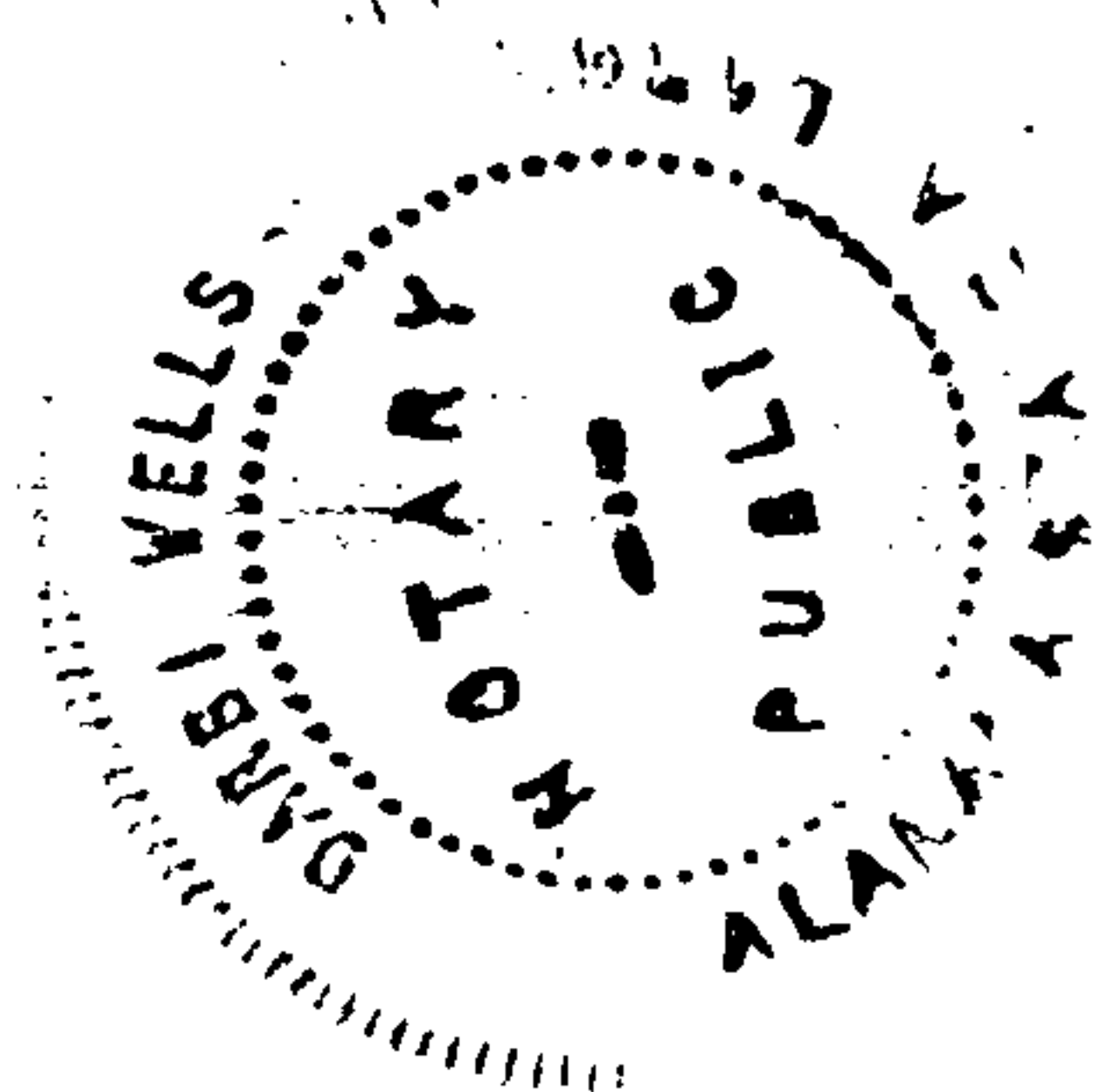
I, Darbi Wells, a Notary Public in and
for said County in said State, hereby certify that
Wayne J. Scotch, whose name as President
of Scotch Building & Development Company,
Inc., a corporation, is signed to the foregoing Assignment
and who is known to me, acknowledged before me on this day
that, being 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 5
day of November, 1981.

Darbi Wells
Notary Public

AFFIX SEAL

My commission expires: 12/18/81



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 1, 14, 15, 16, 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

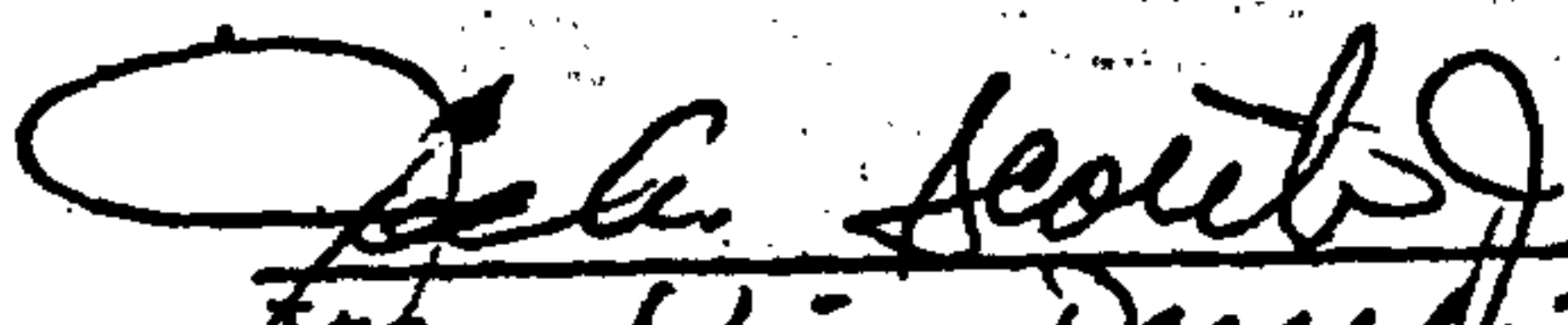
to U.S. Home, Scotch hereby amends paragraph 12 of the Covenants by deleting said paragraph and substituting the following in lieu thereof:

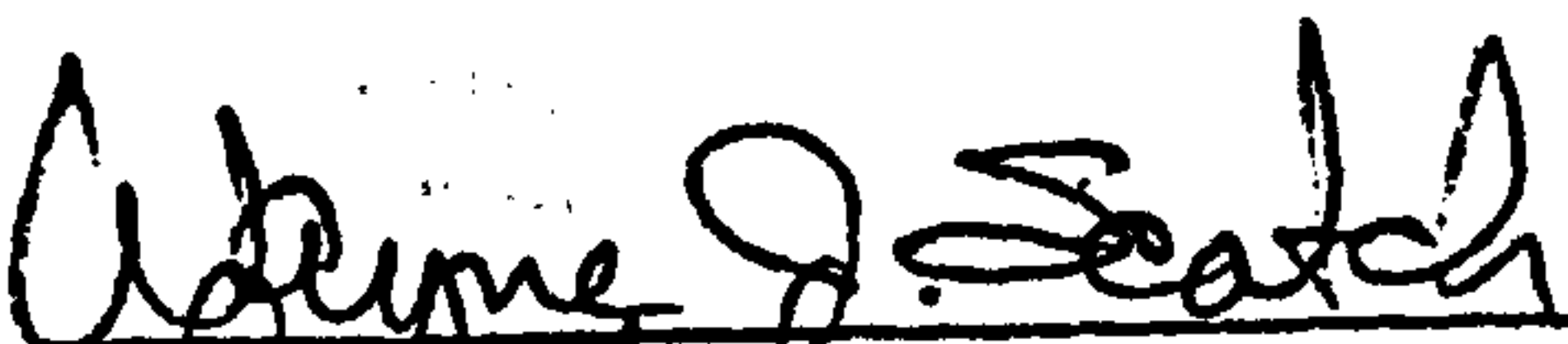
"12. No building shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plat or replat; however, in no instance shall a building be located nearer to the front property line than thirty (30) feet. The main residential 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 ____ day of

Attest:

SCOTCH BUILDING & DEVELOPMENT
COMPANY, INC.


Its John A. Scotch

By 
Its President

STATE OF ALABAMA
JEFFERSON COUNTY

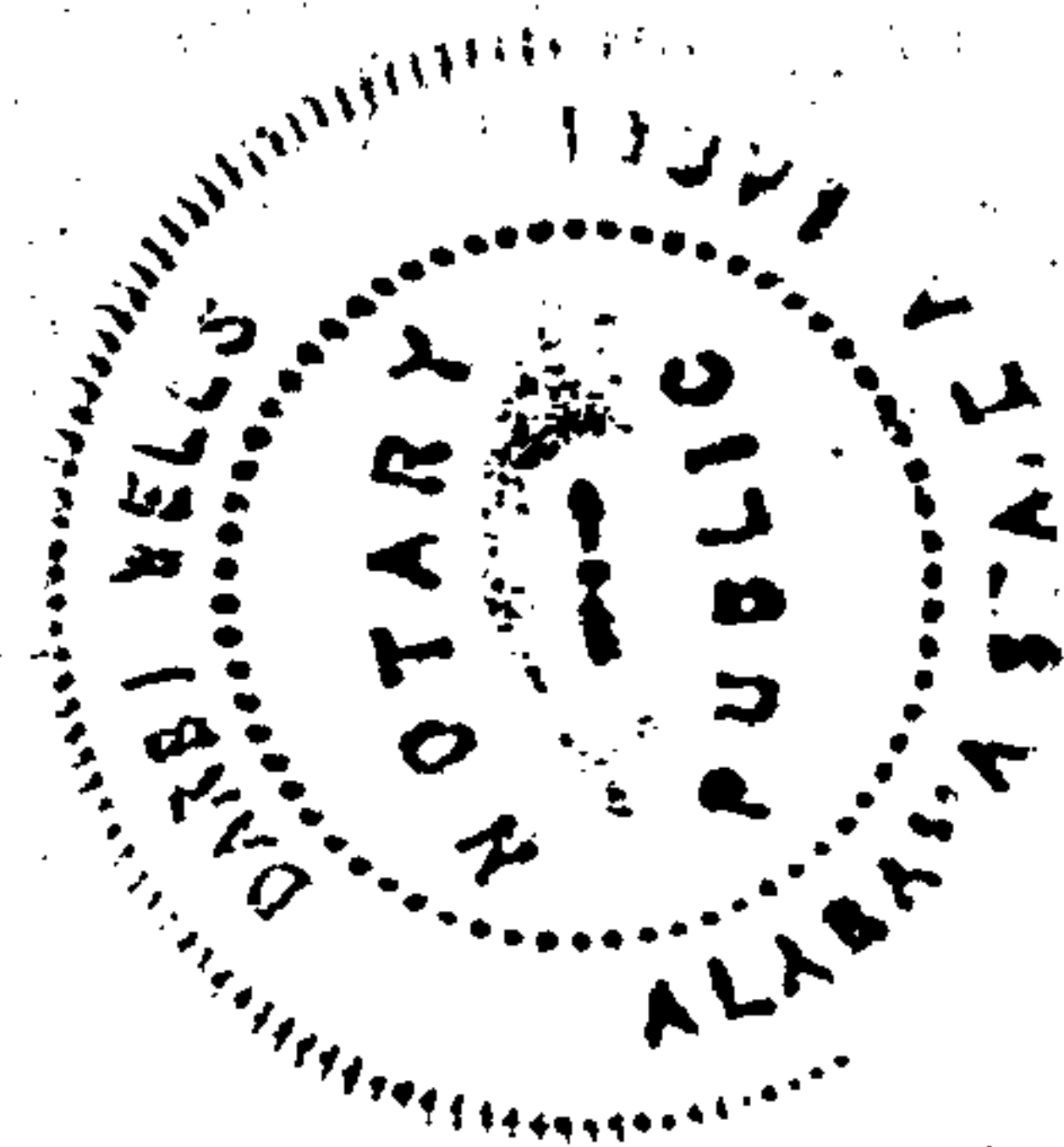
I, Darbi Wells, a Notary Public in and
for said County in said State, hereby certify that
W. H. J. Scotch, whose name as President
of Scotch Building & Development Company,
Inc., a corporation, is signed to the foregoing Assignment
and who is known to me, acknowledged before me on this day
that, being 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 5
day of November, 1981.

Darbi Wells
Notary Public

AFFIX SEAL

My commission expires: 12/18/85



STATE OF ALA. SHELBY CO.
PROPERTY THIS
INSTRUMENT WAS FILED

1981 NOV 12 AM 11:19

Thomas A. Sherrin, Jr.
JUDGE OF PROBATE

Deed 53.00
Rec. 21.00
Ind. 1.00
75.00