

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 hereinabove, 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):

¹³
Lots 5, ~~6~~, 7 and 8, Block 3, according to the survey of Broken Bow as recorded in Map Book 7, page 145 in the Probate Office of Shelby County, Alabama.

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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 Rez' 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 May, 1981.

Attest:

SCOTCH BUILDING & DEVELOPMENT
COMPANY, INC.

James A. Scotch
Its: V-President

BY: William J. Scotch
ITS: Pres

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STATE OF ALABAMA
JEFFERSON COUNTY

I, Diane C. Spencer, a Notary Public in and
for said County in said State, hereby certify
that Wayne J. Hatch, whose name as President
of Scotch Building & Development Com-
pany, 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 January, 1982

Diane C. Spencer
Notary Public

AFFIX SEAL

My commission expires: 8-8-82 -

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BOOK

STATE OF ALABAMA, COUNTY OF JEFFERSON
I CERTIFY THIS
ASSIGNMENT WAS FILED

1982 FEB 25 AM 8:57

Thomas A. Spencer, Jr.
JUDGE OF PROBATE

Rec. 1750
Ind. 100
850