

829

645

BOOK 44 PAGE 159

BOOK 46 PAGE 319

BOOK

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 5, 4, 7, & 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.

by an instrument dated May 4, 1961, Scotch conveyed 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.
1000 - 11th Avenue N.E.
Atlanta, Georgia 30309

Land Title

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.

BOOK 46 PAGE 322
BOOK 44 PAGE 162

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:

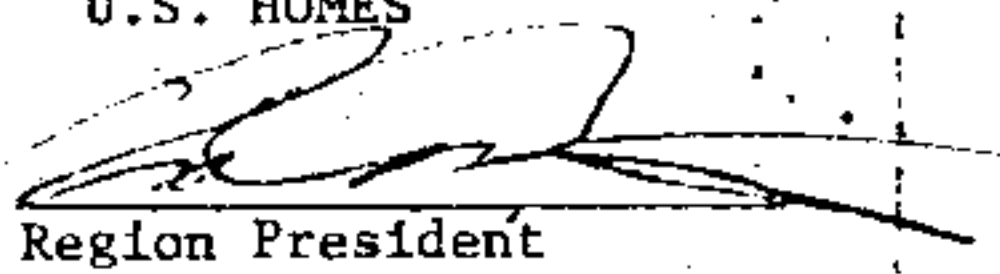
"9. It is understood and agreed that the foregoing conditions, limitations and restrictions shall attach to and run with the land for a period of twenty-five (25) years from May 21, 1979, at which time limitations and restrictions shall be automatically extended for successive periods of ten years, unless 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:

U.S. HOMES

Its _____


Region President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, The Undersigned, a Notary Public in and for said County in said County in said State hereby certify that Rick Carruthers, whose name as Region President 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 22nd day of February.

Loren C. Glover
Notary Public

AFFIX SEAL:

My commission expires 5-31-85.

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

1982 FEB 25 AM 8:57

Rec. 7.50
Ind. 1.00
8.50

Thomas A. Shandlen, Jr.
JUDGE OF PROBATE

BOOK 46 PAGE 323
BOOK 44 PAGE 163

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

1982 AUG 19 AM 8:54

Thomas A. Shandlen, Jr.
JUDGE OF PROBATE

Rec. 7.50
Ind. 1.00
8.50