

STATE OF ALABAMA)
COUNTY OF SHELBY)

SCOTTSDALE 3RD ADDITION PHASE TWO
COVENANTS & RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, THAT,

WHEREAS, Scott & Williams Co., Inc. is the owner of the lots situated in the subdivision known as the Third Addition to Scottsdale in the Alabaster, Alabama, area of Shelby County, Alabama:

WHEREAS, the Third Addition Phase Two to Scottsdale made the subject of these covenants, terms, restrictions, conditions, and limitations, is recorded in Map Book 9, Page 12, in the Probate Office of Shelby County, Alabama.

WHEREAS, Scott & Williams Co., Inc. desires to subject all of the numbered lots in the above survey to the covenants, terms, conditions, restrictions and limitations hereinafter set forth:

NOW THEREFORE, in consideration of the premisis and other valuable considerations, the receipt whereof is hereby acknowledged, the said Scott & Williams Co., Inc. does hereby agree that said property and each lot hereinabove described shall be subject to the following covenants, terms, restrictions, conditions and limitations:

1. The said property shall be used for residential purposes only.
2. No dwelling shall be permitted on any lot at a cost of less than \$50,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The Ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 1300 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story.
3. No temporary buildings, servant houses, garages or other buildings shall be used for residential purposes prior to the completion of a dwelling house on said property, in accordance with these restrictions.
4. No cement blocks used in buildings or retaining walls to be exposed.
5. No dwelling shall be erected on any lot of said property nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat of Scottsdale. In any event, any portion of the building shall not be located on any lot nearer than 35' to the front lot line or more than 60' from either the front lot line or the side street line or nearer than 10' to any side lot line, nor nearer than 30' to the back lot line. However the Architectural Control Committee mentioned below retains the authority to waive any violation of setback lines.
6. No dwelling, outbuildings, garages or servants houses shall be erected or began on said property until the buildings plans and specifications and a plot plan showing the location of such building have first been delibered to and approved in writing as to harmony and conformity of external design with existing structures in the subdivision by the Architectural Control Committee composed of A.C. Scott, Jack Williams, and Roy Martin or by such other representative as may be designated by them. If the plans, specifications, architectural design, plot plan, grade and location of a dwelling or other buildings provided for herein are actually delivered to one of the members of said committee or their designated representative for examination and approval and no member of said committee or other designated representative acts thereon within thirty (30) days after such delivery by delivering his approval, such plans, specifications, architectural designs, plot plans, grades and location, as the case may be, shall be conclusively deemed to have been approved by the committee.

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BOOK
Scott & Williams Co., Inc.
P.O. BOX 127
Alabaster, AL 35124

7. The lots on this map may be further subdivided for the purposes of increasing the size of adjacent lots, however, no additional building lots may be created by resubdivision of the lots shown hereon. In the event of any such subdivision of the lots shown on the recorded map, the tract so constituted shall be considered as and referred to as one lot for the purposes of these covenants and these covenants shall apply the same as if said tract had been originally platted as one lot on this plat. Should the owner of two adjacent lots desire to build and maintain a dwelling on both lots, the side restrictions shall apply to the extreme side line line of the combined lots.

8. No lot shall be cultivated for crops of any sort, except for kitchen gardens of reasonable size, which must be located to the rear of the dwelling.

9. Scott & Williams, Co., Inc. reserves the right to make any road or other improvements abutting on said property, to change the present road or street grades, if necessary without liability to the purchasers, their heirs and assigns for any claims for damages; and further reserves the right to change or modify the restrictions on any property in said subdivision.

10. No farm animals shall be kept or maintained on any residential building lot and not more than two domestic animals may be kept or maintained on any residential building lot. Furthermore, the construction, operation, or maintenance of any commercial purposes is hereby prohibited and no such building shall be constructed, maintained, or operated for this purpose on any lot in this subdivision.

11. Every contract to convey, and every deed conveying any lot in the subdivision which is not first approved in writing by a member of the Committee named above, shall be void, but this Sections shall not defeat the title of any purchaser on foreclosure of a valid mortgage on any lot, or defeat any mortgage made in good faith.

12. No Signs shall be permitted on any lots, except "For Sale" or "For Rent": signs, which shall be not more than 18" x 24". Signs erected by Scott & Williams Co., Inc. or its designated representatives shall be exempt from this provision.

13. Fences may be constructed to the rear of the dwelling house, but none shall be constructed nearer the front of the lot than the rearmost portion of any dwelling house, except these specifically approved in writing by the Architectural Control Committee.

14. No mail or paper box shall be placed upon any lot unless the type and form of the same is approved by the Architectural Control Committee.

15. No noxious or offensive activity shall be carried on upon any lot, not shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

16. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

17. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

18. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

19. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

20. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

21. The owner, Scott & Williams Co., Inc., its successors and assigns, has the right at its option to buy back any lot sold to any purchaser under the following circumstances:

--If one year from the date of the conveyance of any lot, footings for a residential structure approved by the Architectural Control Committee have not been poured.--In the event Scott & Williams Co., Inc., its successors and assigns elect to exercise this option, it shall do so by notifying the lot owner in writing and giving 10 days notice to the lot owner to produce a deed reconveying the lot. The purchase price of the lot under this buy back agreement shall be the original sales price of the lot plus 6% interest. Said reconveyance shall be free and clear of all encumbrances and the purchase price for the reconveyance is to be first applied to the encumbrances if any on said lot and the balance of the proceeds are to go to the lot owner. In the event the lot owner refuses to comply willingly with this buy back agreement all interest paid under this agreement shall be forfeited.

22. All residential dwellings constructed on the lots must be complete on the exterior and landscaped properly within 9 months from the date the footings are poured. In within 9 months as set out hereinabove Scott & Williams Co., Inc., its successors and assigns, shall have the right to repurchase said lot upon 30 days written notice to the lot owner and any mortgagee. The purchase price for the lot plus the actual hard costs of the improvements made on the lot but not including overhead, interest and other non-hard cost items. Interest at the rate of 6% simple cost and hard costs. In the event this buy back agreement is exercised, the register and/or clerk or other proper authority of Shelby County shall have the right to execute a deed reconveying said lot upon payment of the repurchase price as set out hereinabove.

It is understood and agreed that said conditions, limitations and restrictions shall attach to and run with the land for a period of 25 years from June 21, 1984, at which time said restrictions and limitations shall be automatically extended for successive periods ten years, unless by a vote or a majority of the then owners of the lots it is agreed in writing to change said restrictions and limitation in whole or part. If the parties hereto, or any of them, or their assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute at any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues from such violation.

In validation of any one of thes covenants by judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

These covenants are subscribed to on this 21st day of June, 1984.

ATTEST:

SCOTT & WILLIAMS CO., INC.

By: A. C. Scott
Its president

James Williams

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that A.C. Scott, whose name as President of Scott & Williams Co., Inc., a corporation, is signed to the foregoing Covenants, Terms, Restrictions, Conditions, Limitations, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation.

Given under my hand and official seal, this 21st day of June, 1984.

Erline B. Mayhew
NOTARY PUBLIC

STATE OF ALABAMA)
COUNTY OF SHELBY)
I CERTIFY THAT
INST. 10-10-84

1984 JUN 22 AM 10:32

Thomas W. Henderson
JUDGE OF THE PEACE

Rec. 6.00
Ind. 1.00
7.00