

STATE OF ALABAMA)

SHELBY COUNTY)

1122

RESTRICTIONS APPLYING TO BROKEN BOW SOUTH SUBDIVISION,
ACCORDING TO THE MAP THEREOF AS RECORDED IN THE OFFICE
OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, IN
THE MAP BOOK 11, PAGE 82, FORMALLY LINCOLN PARK.

The undersigned, Scotch Building and Development Co., Inc., owns all lots in Broken Bow South Subdivision recorded in Map Book 11, Page 82, in the Office of the Judge of Probate of Shelby County, Alabama, formally Lincoln Park Subdivision and does hereby adopt the following restrictions and covenants as to the use of said property:

No structure other than one detached single family dwelling with private garage shall be erected, placed, altered, or permitted to remain on any lot embraced in said subdivision.

Said property shall be used for residential purposes only, and not for any purpose of business or trade.

No temporary building, servant's house, stable, garage or other buildings shall be built and used for residential purposes prior to the completion of the dwelling house on any of said lots in accordance with these restrictions.

No dwelling shall be erected of less than fifteen hundred (1500) square feet of ground floor area for one-story buildings, exclusive of porches and garages, and not less than one thousand (1000) square feet on the ground floor for one and one-half (above grade) or two story buildings with a minimum of seven hundred fifty (750) square feet on the upper floor.

No fences or walls above the grade of the lot shall be erected, nor growing hedges planted and maintained on said property unless prior written approval is obtained from Scotch Building and Development Co., Inc., its successors or assigns. No dwelling, outbuilding, garage or servant's house shall be erected or begun on said property without plans and specifications, grades and locations thereof having been first submitted to and approved in writing by Scotch Building and Development Co., Inc., its successors or assigns.

No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceeding, except with the written consent of Scotch Building and Development Co., Inc., its successors and assigns.

No aluminum windows or aluminum sliding glass doors may be used in the construction of any residences in the subdivision. All roofs in the subdivision must be of earth tone colors. All garage doors and garage door entrances must be to the side or rear of the residences built in this subdivision. All residences built in this subdivision must be constructed of at least 25% brick veneer. No concrete block foundations will be exposed on the front, the sides, or the rear of the residences constructed in this subdivision. All hot water tanks and heating systems must be gas. No electric hot water or heating systems will be permitted in residences constructed in this subdivision.

No animals or fowls may be kept on the premises except not more than two dogs and two cats, which shall be confined to the premises.

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Scotch Bldg. Dev.
Inc. Secretary

No clotheslines for the purpose of hanging clothes/wash/laundry shall be installed, nor shall there be the hanging of clothes/wash/laundry on any lot where the hanging of said clothes/wash/laundry is visible from any street within the subdivision.

No satellite dish television antennas may be placed on any lot within the subdivision nearer to the street than the rear building line of the residence, and said satellite dish antenna shall not be visible from any street within the subdivision.

All residences must have front yards of sodded grass, not less than 300 yards. All yards must be maintained in a manner customary with a majority of the other residences in the subdivision. No unsightly garbage or trash may be visible from any street within the subdivision, except in proper garbage or trash containers, and then the said garbage or trash containers may be placed on the street only on those days appointed for garbage pick-up by government authority or authorized franchisee.

No recreational vehicles, junked vehicles or vehicles on which major repairs are in progress may be parked on any lot within the subdivision visible from any street.

No buildings shall be erected, placed or altered on any lot until the plans, specifications and plot plan showing the location of such buildings have been approved in writing as to the conformity and harmony of external design with existing structures in said subdivision, and as to location of the building with respect to topography and finished ground elevation by an officer or representative duly appointed for such purposes of Scotch Building and Development Co., Inc. In the event an officer of said development company, or its designated representative, fails to approve or disapproves such design and location within seventy-two (72) hours after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The right to approve such plans may be terminated by the directors of Scotch Building and Development Co., Inc., at any time the said corporation shall own a minimum of ten percent (10%) of the lots and tracts in the said subdivision; otherwise, such rights shall cease ten (10) years from date hereof. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said company.

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than thirty (30) feet. In any event, the dimensional regulations of the zoning ordinance of Shelby County, Alabama, approved by the Shelby County Planning Commission June 25, 1984, for a R-3 Single Family Residential District, shall be adhered to.

No trees greater than six (6) inches in diameter nor any flowering trees may be removed from said lots except within twelve (12) feet of the building site or without the expressed written approval of Scotch Building and Development Co., Inc.

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 October 1, 1987, 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 it is agreed to change said restrictions and limitations in whole or in part, and that it shall be lawful for the said Scotch Building and Development Co., Inc., its successors or assigns, to institute and prosecute any proceedings at law or in equity against the person, person, corporations or corporation violating or threatening to violate the said conditions, limitations and restrictions; and failure to institute approval of same, or be construed as a waiver of any right or action contained herein, for past or future violations of said restrictions.

Scotch Building and Development Co., Inc., a corporation, reserves unto itself the right to change or alter said restrictions as they may apply to any particular lot so as to permit the construction and location thereon of properly approved structures, roads, and right-of ways in line with the general construction plan authorized in said subdivision or adjoining subdivisions, existing or proposed. This reservation to be valid for the period of twenty-five (25) years from the date of these restrictions and the variations to be authorized shall be placed of record as an approved variation.

Enforcement shall be by proceeding at law or equity against any persons violating or attempting to violate any covenants either to restrain violation or recover damages.

Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

Any and all of the foregoing covenants, terms, conditions, restrictions and limitations can be altered, changed, cancelled or amended at any time by Scotch Building and Development Co., Inc., its successors or assigns.

IN WITNESS WHEREOF, Scotch Building and Development Co., Inc., a corporation, has caused these presents to be executed in its name and behalf by Joe A. Scotch, Jr., its vice-president, and attested by

ATTEST;

SCOTCH BUILDING & DEVELOPMENT CO., INC.

BY: 

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public, in and for said county in said state, hereby certify that Joe A. Scotch, Jr., whose name as vice-president of Scotch Building & Development Co., 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 this 17th day of Nov. 1987

[Signature]
Notary Public

My commission expires 7/5/89

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

1987 NOV 17 PM 2:45

[Signature]
JUDGE OF PROBATE

RECORDING FEES

Recording Fee \$ 10.00

Index Fee 1.00

TOTAL \$ 11.00