

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEKEAN, the undersigned owners of record of the following described real estate in Montgomery County, Alabama, to-wit: County Downs # 2 & # 3 Subdivision as shown on the plat recorded in Map Book 27 Pages 241 & 242 in the Office of the Judge of Probate of Montgomery County, Alabama; and

WHEKEAN, the said undersigned owners are desirous of establishing or placing the heretofore described subdivision under certain restrictive covenants to insure the use of the property for attractive residential purposes and thereby to secure to each site owner the same advantages insured to other site owners.

NOW, THEREFORE, the undersigned owners do hereby adopt the following conditions, restrictions, covenants and limitations which shall apply in their entirety to all lots in the County Downs # 2 & # 3 Subdivision and shall be included as a part of the consideration in transferring and conveying title to any or all of said lots in said subdivision:

1. The owners of lots within said subdivision will not erect or grant to any person, firm or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical or telephone service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave said subdivision). Nothing herein shall be construed to prohibit overhead street lighting, or ornamental yard lighting, where serviced by underground wires or cables.

2. In order to beautify said subdivision for the benefit of all lot owners and permit Alabama Power Company to install underground electric service to each house in said subdivision for the mutual benefit of all lot owners therein, no owner of any lot within said subdivision will commence construction of any house on any said lot until such owner (1) notifies Alabama Power Company that such construction is proposed, (2) grants in writing to Alabama Power Company such rights and easements as Alabama Power Company requests in connection with its construction, operation, maintenance and removal of underground service lateral on each lot, and (3) otherwise complies with the Rules and Regulations for Underground Residential Distribution on file with and approved by the Alabama Public Service Commission.

3. Alabama Power Company, its successors and assigns, will retain title to the underground service lateral and outdoor metering trough or housepower box (exclusive of circuit breakers) serving each said house, and said service entrance facilities provided by Alabama Power Company will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain personal property belonging to Alabama Power Company, its successors and assigns, and will be subject to removal by Alabama Power Company, its successors and assigns, in accordance with applicable Rules and Regulations filed with and approved by the Alabama Public Service Commission.

4. These covenants and restrictions touch and concern and benefit the land and shall run with the land and shall be binding on Alabama Power Company, the undersigned, their respective heirs, successors and assigns. Invalidation of any one of the foregoing covenants and restrictions shall in no way affect any other provision contained herein.

IN WITNESS WHEREOF, this instrument has been executed this 11 day of May, 1976.

J. C. Burk
William J. Dixon

A. A. SCHMIDT, INC.

A. A. Schmidt
OWNERS
Lauren Hudson
Patricia P. Hudson

STATE OF ALABAMA

MONTGOMERY COUNTY

I, Dennis R. Thompson

whose name as PRESIDENT of A.A. Schmidt, Inc. a corporation, is signed to the foregoing restrictive covenants, and who is known to me, acknowledged before me on this date that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal, this the 11 day of May, 1976.

Dennis R. Thompson
NOTARY PUBLIC 10115178

STATE OF ALABAMA

MONTGOMERY COUNTY

I, William A. McQueen, Jr. a Notary Public, in and for said County, in said State, hereby certify that Jenny C. Burk & wife Heiler J. Burk & Ms. Lauren Hudson & wife Patricia P. Hudson whose names are signed to the foregoing restrictive covenants, and

who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 22 day of December, 1976.

William A. McQueen, Jr.
NOTARY PUBLIC

NOTARY PUBLIC STATE AT LARGE

00100 : -A
00150 : ~A
00250 : :IL

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY TO RECORDMENT

Dec 22 3 01 PM 1976

JUDGE OF PROBATE

84-A

ALABAMA POWER COMPANY
AGREEMENT FOR
UNDERGROUND RESIDENTIAL DISTRIBUTION

RPT 0330 PAGE 0147

STATE OF ALABAMA)

Montgomery COUNTY)THIS AGREEMENT made and entered into this the 11 day of May, 19 76, by and between

Alabama Power Company, a corporation (hereinafter referred to as "Company"), and _____

A. A. SCHMIDT, INC. (hereinafter referred to as "Developer"),the Developer of County Downs # 2 & # 3 Subdivision;
WITNESSETH:

WHEREAS, Developer is the owner of the hereinafter described subdivision and is desirous of obtaining utility service by means of Company's underground distribution facilities for homes to be constructed on all lots to be developed within said subdivision; and

WHEREAS, the underground distribution system required to serve homes on all lots within said subdivision will include underground cables, surface transformers, service laterals and outdoor metering troughs or, housepower boxes; and

WHEREAS, Company is willing to provide electric service by means of an underground distribution system provided Developer complies with the terms and conditions hereinafter set forth; and

WHEREAS, Company has received and accepted a plat approved by appropriate governmental authority subdividing Developer's real estate into lots and designating a street address for each lot, which said plat is recorded in Map Book 27, Pages 241 & 242, in the Office of the Judge of Probate of Montgomery County, Alabama; and

WHEREAS, Developer has filed for record restrictive covenants requiring all lot owners to install electric service in accordance with the Underground Residential Distribution Program; and

WHEREAS, Developer's total installation payment under this agreement is equal to \$ 1,729.14, which said amount represents the Company's estimated cost of the underground distribution system in excess of the estimated cost of an overhead distribution system, both of said cost calculations being exclusive of individual lot service; and

WHEREAS, Developer understands that Developer's installation payment will not be subject to refund to Developer but may be subject to refund to owners of lots in the subdivision who establish permanent electric service to homes therein prior to fifth anniversary of this agreement and pursuant to the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the premises and the mutual obligations hereinafter recited, it is hereby agreed between the parties as follows:

1. (FILL IN APPLICABLE PROVISION):

Developer will pay Company the total amount of the installation payment (\$ 1,729.14) within ten (10) days from the date of Company's written notice to Developer that said payment is due.

Developer has paid Company the total amount of the installation payment (\$ - 0 -).

2. Company will own, install and maintain a single phase, underground electric distribution system, including surface mounted transformers, surface mounted enclosures which may contain electrical equipment such as section-alizing devices, capacitors, regulators, etc., and underground cables and the service lateral to the meter socket or

service entrance for each residence in the County Downs # 2 & # 3 Subdivision shown on the plat

recorded in Map Book 27, Pages 241 & 242, in the Office of the Judge of Probate of Montgomery County, Alabama, a copy of which, as recorded, has been furnished Company to be retained in its files as an Exhibit to this contract.

3. Developer, prior to the sale of any of said lots in said subdivision, will grant Company, in writing, such rights, easements and restrictive covenants as Company deems reasonably necessary to enable it to install, operate and maintain the underground distribution facilities, including the necessary service lateral on each lot, contemplated by this agreement. Developer agrees to indemnify and save the Company harmless from any and all defects in the reservation of rights for underground electric service to the individual lot purchaser, and in the event it becomes necessary, in the opinion of the Company, to institute litigation to prevent violations of or enforce compliance with any of the restrictive covenants heretofore filed by Developer as referred to above, Developer will take all necessary legal action to prevent said violations or enforce said compliance.

4. Developer will, coincident with the sale to a third party of any of said lots in said subdivision prior to the establishing of permanent electric service, secure an agreement from the said third party in a form to be provided by the Company to the Developer providing for the installation of individual underground electric service under the Company's Rules and Regulations on file with the Alabama Public Service Commission relating to underground electric service in subdivisions. Such agreement will be forwarded to the Company immediately.

5. In the event Developer requests initial permanent electric service to any of the lots in said subdivision he shall be considered the lot owner for the purpose of this agreement.

6. Prior to commencement of any paving of streets, sidewalks or other areas in said subdivision, Developer will give Company reasonable advance written notice thereof in order that Company may install necessary underground facilities beneath all surface locations within said subdivision proposed to be paved by Developer. Developer, prior to Company's installation, will grade all such streets, sidewalks and other areas to be paved, as well as the locations of all transformer pads and strips in which the underground facilities are to be located, to within four inches of final grade elevation and will further remove all obstructions which in Company's opinion will interfere with Company's installation of the underground distribution system.

7. At any time prior to the fifth anniversary of this agreement, when initial permanent underground electric service is established to a permanent dwelling constructed on a lot in said subdivision, the owner of such lot will make a payment to Company of \$ 149.00 plus \$ 0.86 per foot for each foot of underground electric service in excess of seventy feet and in addition shall pay to the Company the cost of any rock removal associated with the installation. When electric service is established subsequent to the fifth anniversary of this agreement, such payment will be the amount equal to the then current cost data established by the Company and on file with and approved by the Alabama Public Service Commission, plus the cost of any rock removal associated with the installation. Payment of such amount, less any refund due as calculated in Paragraph 8, below, will be made at the time permanent underground electric service is established to each permanent dwelling constructed on each lot in said subdivision.

8. At the time initial permanent underground electric service is established to a permanent dwelling constructed on any lot in such subdivision or sector thereof, the Company will calculate a refund (without obligation for any interest) to the lot owner as follows:

A. If permanent electric service is established prior to the fifth anniversary of this agreement:

(1) Multiply the estimated annual revenue by 1.4 (investment to revenue ratio) and subtract \$ 350.00 (average cost of an equivalent overhead system). The resulting amount derived will not be considered as less than zero. The investment to revenue ratio and average cost of an equivalent overhead system will be established by Company and be on file with and approved by the Alabama Public Service Commission.

(2) Determine the amount of the lot owner's payment according to Paragraph 7 of this agreement and add to such amount the Developer's average per lot payment.

(3) The amount of the refund will be the amount calculated in A(1) or A(2) of this Paragraph 8, whichever is less.

B. If permanent electric service is established on or after the fifth anniversary of this agreement:

(1) Multiply the estimated annual revenue by the then current investment to revenue ratio and subtract the then current average cost of an equivalent overhead system. The resulting amount will not be considered as less than zero. The then current investment to revenue ratio and average cost of an equivalent overhead system will be established by the Company and will be on file with and approved by the Alabama Public Service Commission.

(2) Determine the amount of the lot owner's payment according to the provisions of Paragraph 7 of this agreement.

(3) The amount of the refund will be the amount calculated in B(1) or B(2) of this Paragraph 8, whichever is less.

9. Company, its successors and assigns, will retain title to the underground distribution system, including the underground service lateral and outdoor metering trough or housepower box (exclusive of circuit breakers) serving each said residence, and said underground distribution system provided by Company will not in any way be considered a fixture or fixtures and thereby a part of said real estate but will remain personal property belonging to Company, its successors and assigns, and will be subject to maintenance and removal by Company, its successors and assigns, in accordance with the applicable Rules and Regulations approved by the Alabama Public Service Commission. This covenant touches and concerns and benefits the land and shall run with the land and shall be binding on Company and Developer, their respective heirs, executors, administrators, successors and assigns.

10. Any written notice to the Company provided for herein shall be addressed to Alabama Power Company, 600 North 18th Street, Birmingham, Alabama 35202. Any written notice to Developer provided for herein shall be addressed to A.A. Schmidt, Inc., P.O. Box 7089 Montgomery, Ala. 36107

IN WITNESS WHEREOF, each of the parties hereto have executed this agreement on the day and year first above written.

0330149

ATTEST:

ALABAMA POWER COMPANY

W. H. Bowron
SECRETARY

By S. H. Booker
VICE PRESIDENT

ATTEST:

A. A. SCHMIDT, INC.

D. R. Thompson

By A. A. Schmidt
PRESIDENT

STATE OF ALABAMA }
Jefferson COUNTY }

I, William A. Cochran Jr., a Notary Public in and for said County, in said State, hereby certify that S. H. Booker, whose name as Vice President of Alabama Power Company, a corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this date that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal, this the 19 day of January, 1977.

William A. Cochran Jr.
NOTARY PUBLIC

STATE OF ALABAMA }
MONTGOMERY COUNTY }

I, DENNIS R THOMPSON, a Notary Public in and for said County, in said State, hereby certify that A. A. Schmidt, whose name as PRESIDENT of A. A. Schmidt Inc., a corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this date that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal, this the 11th day of MAY, 1976.

Dennis R Thompson
NOTARY PUBLIC

STATE OF ALABAMA
_____ COUNTY

I, _____
certify that _____
and who _____ known to
agreement, _____ execut

Given under my hand and

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS DOCUMENT
JAN 25 1 56 PM 1977

W. H. Bowron
JUDGE OF PROBATE

555174 525

001.00 : -A
004.50 : -A
005.50 : -B

STATE OF ALABAMA)

Jimmy C. Burk and wife, Helen J. Burk
6010 SD-27(1976)

COUNTY OF MONTGOMERY)

MONTGOMERY DISTRICT

366663

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

JIMMY C. BURK and wife, HELEN J. BURK

for and in consideration of the sum of One and No/100 Dollars (\$1.00), to
us in-hand paid by Alabama Power Company, a corporation, the receipt
whereof is acknowledged, do hereby grant to said Alabama Power Company,
its successors and assigns, the right to construct, install, operate and
maintain, and the right to permit other corporations and persons to construct,
install, operate and maintain, along a route to be selected by the grantee,
(generally shown crosshatched on the attached drawing) its successors and assigns,
all conduits, cables, trans closures and other appliances and facilities useful
or necessary in connection therewith, for the underground transmission and distri-
bution of electric power and for underground communication service, upon, under
and across the following described land situated in Montgomery
County, Alabama:

RdA Lot No. 15 of Block H of County Downs Plat No. 3, as recorded
in Plat Book 27 at Page 242 in the office of the Judge of
Probate, Montgomery County, Alabama.

THE ONLY LEGAL OFFICE OF
R. E. L... LAND DEPT
MONTGOMERY, ALA. PLAT BOOK 27 - B 242

89-A

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut and keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

TO HAVE AND TO HOLD the same to the said Company, its successors and assigns, forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the 21st day of December, 1976

WITNESS:

Y. C. Smith (Seal)
Secretary (Seal)

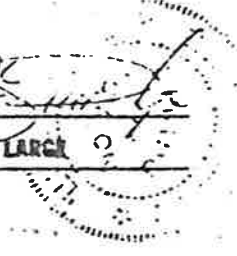
STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, William N. McQueen, Jr., a Notary Public, in and for said County in said State, hereby certify that Jimmy C. Burk and wife Helen J. Burk whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument they executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this the 21st day of December, 19 76.

William N. McQueen, Jr.
NOTARY PUBLIC STATE AT LARGE



STATE OF Alabama)
COUNTY OF Montgomery)

6010 SD-27(1976)
MONTGOMERY DISTRICT
366662 County Downs S/D Plats 263
East Montgomery #2

A. A. Schmidt, Inc.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

A. A. SCHMIDT, INC.

for and in consideration of the sum of One and No/100 Dollars (\$1.00), to
it in hand paid by Alabama Power Company, a corporation, the receipt
whereof is acknowledged, does hereby grant to said Alabama Power Company,
its successors and assigns, the right to construct, install, operate and
maintain, and the right to permit other corporations and persons to construct,
install, operate and maintain, along a route to be selected by the grantee,
(generally shown crosshatched on the attached drawing) its successors and assigns,
all conduits, cables, translosures and other appliances and facilities useful
or necessary in connection therewith, for the underground transmission and distri-
bution of electric power and for underground communication service, upon, under
and across the following described land situated in Montgomery
County, Alabama:

RAH County Downs Plat No. 3 as recorded in Plat Book 27 at
Page 242 in the office of the Judge of Probate, Montgomery
County, Alabama, less and except Lot 15 of Block H.

RECORDED BY
NAME R. E. CAGGIN - LAND DEPT
ADDRESS ALA. POWER CO. - B'ham
SOURCE OF TITLE
DATE
SUBJECT TO
PLAT NO.
PAGE

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair, and removal thereof; and also the right to cut and keep clear all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

TO HAVE AND TO HOLD the same to the said Alabama Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said A.A. SCHMIDT, INC.

_____ has caused this instrument to be executed in its name by A.A. SCHMIDT as its Pres., and attested by WARREN B. MARSHALL JR its Sec. TRES, and its corporate seal to be hereto affixed, on this the 21 day of DECEMBER, 1976.

A.A. SCHMIDT, INC.

ATTEST:

Warren B. Marshall Jr

By A.A. Schmidt

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, DENNIS R THOMPSON

a Notary Public, in and for said County in said State, hereby certify that

A. A. SCHMIET

whose name as PRESIDENT of A. A. SCHMIET, 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 this 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 21ST day of DECEMBER, 19 76.

Dennis R Thompson
Notary Public

12/15/78