

MAP OF
 COUNTY DOWNS PLAT NO. 7
 BEING LOCATED IN THE EAST-HALF OF THE
 SW 1/4 OF SECTION 11 AND THE
 EAST-HALF OF THE NW 1/4 OF SECTION 14, T16N, R18E
 MONTGOMERY, ALABAMA
 SEPTEMBER 12, 1979 SCALE: 1" = 100'
 HENRY R. HUDSON AND ASSOCIATES
 CONSULTING ENGINEERS

ALL EASEMENTS EXCEPT THE PRIVATE AND UTILITY EASEMENTS AS SHOWN ON THE PLAT ARE HEREBY DEDICATED TO THE WATER WORKS AND SANITARY SEWER BOARD OF THE CITY OF MONTGOMERY, ALABAMA, AND TO THE MUNICIPALITY OF MONTGOMERY, ALABAMA, FOR THE PUBLIC USE. EASEMENTS INCLUDE THE RIGHT OF INGRESS AND EGRESS BY CITY EMPLOYEES FOR MAINTENANCE TO THE PROPERTY INCLUDED IN THE EASEMENTS. NO PERMANENT STRUCTURE IS TO BE PLACED ON ANY EASEMENT. STREETS SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY TENDERED FOR DEDICATION FOR THE PUBLIC USE.

THE RIGHT IS RESERVED FOR THE TELEPHONE COMPANY TO CROSS OTHER EASEMENTS WHICH ARE ADJACENT TO THEIR EASEMENT WITH SERVICE LINES, PROVIDED IT DOES NOT INTERFERE WITH THE FUNCTION OF SAID OTHER EASEMENTS AS DEDICATED.

ALL BEARINGS ARE MAGNETIC. ALL DISTANCES SHOWN ON CURVES ARE CHORD MEASUREMENTS. THE PRIVATE EASEMENTS SHOWN FOR DRAINAGE SWALES ARE NOT THE RESPONSIBILITY OF THE CITY OF MONTGOMERY, ALA.

STATE OF ALABAMA }
 MONTGOMERY COUNTY }

I, HENRY R. HUDSON, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR OF MONTGOMERY, ALABAMA, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN ON THIS PLAT AND THAT THE PLAT IS TRUE AND CORRECT; THAT ALL LOT CORNERS ARE MARKED WITH IRON PINS, THAT THEY ACTUALLY EXIST.

THIS THE 12TH DAY OF SEPTEMBER, 1979.

Henry R. Hudson
 Notary Public
 Ala. Reg. No. 1823

STATE OF ALABAMA }
 MONTGOMERY COUNTY }

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT JAMES B. MARSHALL, JR., JOHN R. MARSHALL, JR., SAMUEL A. MARSHALL, II, AND NAN. M. SIMS, WHOSE NAMES AS GENERAL PARTNERS OF TRICON DEVELOPMENT, A GENERAL PARTNERSHIP, 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 THIS INSTRUMENT, THEY, IN THEIR CAPACITIES AS SUCH GENERAL PARTNERS AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID GENERAL PARTNERSHIP ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND THIS 24th DAY OF September, 1979.

MY COMMISSION EXPIRES 11/1/81

Notary Public
 Notary Public

STATE OF ALABAMA }
 MONTGOMERY COUNTY }

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT JOHN R. MARSHALL, JAMES B. MARSHALL, F. H. MARSHALL, JR., AND WARREN B. MARSHALL, WHOSE NAMES AS GENERAL PARTNERS OF MARLUMCO INVESTMENTS, LTD., A LIMITED PARTNERSHIP, 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 THIS INSTRUMENT, THEY, IN THEIR CAPACITIES AS SUCH GENERAL PARTNERS AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID LIMITED PARTNERSHIP ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND THIS 25th DAY OF September, 1979.

MY COMMISSION EXPIRES 11/5/81

Notary Public
 Notary Public

STATE OF ALABAMA }
 MONTGOMERY COUNTY }

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT *Kay K. Kelley* AND *Tony J. Gault* WHOSE NAMES AS *Vice President* AND *Asst. Vice President*, RESPECTIVELY, OF FIRST ALABAMA BANK OF MONTGOMERY, U. A., A NATIONAL BANKING ASSOCIATION, 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 THIS INSTRUMENT, THEY, AS SUCH OFFICERS AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY, FOR AND AS THE ACT OF SAID NATIONAL BANKING ASSOCIATION, ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS THE 25th DAY OF September, 1979.

MY COMMISSION EXPIRES 9-19-81

Notary Public
 Notary Public

STATE OF ALABAMA }
 MONTGOMERY COUNTY }

MARLMCO INVESTMENTS, LTD., A LIMITED PARTNERSHIP:

BY: John R. Marshall, Jr.
JOHN R. MARSHALL, JR., AS GENERAL PARTNER

James D. Marshall
JAMES D. MARSHALL, AS GENERAL PARTNER

Samuel A. Marshall, II
SAMUEL A. MARSHALL, II., AS GENERAL PARTNER

John R. Marshall, Jr.
JOHN R. MARSHALL, JR., AS GENERAL PARTNER

Nan M. Sims
NAN M. SIMS, AS GENERAL PARTNER

ATTEST:

BY: Tony J. [Signature]
ITS

P. H. Marshall, Jr.
P. H. MARSHALL, JR., AS GENERAL PARTNER

Warren B. Marshall
WARREN B. MARSHALL, AS GENERAL PARTNER

FIRST ALABAMA BANK OF MONTGOMERY, N. A., A CORPORATION

BY: [Signature]
ITS

P R O T E C T I V E

C O V E N A N T S

BY ADOPTION OF THIS PLAT, THE OWNERS OF ALL THE LOTS EMBRACED THEREIN, HEREBY ADOPTS THE FOLLOWING PROTECTIVE COVENANTS AND IMPOSES THEM UPON THE PROPERTY COMPRISING THE SAID PLAT AND UPON EACH LOT THEREIN.

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF 30 YEARS FROM THE DATE OF THE RECORDING OF THIS PLAT, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, NEITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES. INVALIDATION OF ANY ONE OF THE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

ARCHITECTURAL CONTROL COMMITTEE

1. **MEMBERSHIP.** THE ARCHITECTURAL CONTROL COMMITTEE IS COMPOSED OF JAMES B. MARSHALL, JR., JOHN R. MARSHALL, JR., NAN M. SIMS, A MAJORITY OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT. IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE, THE REMAINING MEMBERS SHALL HAVE FULL AUTHORITY TO DESIGNATE A SUCCESSOR. NEITHER THE MEMBERS OF THE COMMITTEE, NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. ANY TIME THE MAJORITY OF THE COMMITTEE SHALL HAVE THE POWER THROUGH A DULY RECORDED WRITTEN INSTRUMENT TO CHANGE THE MEMBERSHIP OF THE COMMITTEE OR TO WITHDRAW FROM THE COMMITTEE OR RESTORE TO IT ANY OF ITS POWERS AND DUTIES.

2. **PROCEDURE.** THE COMMITTEE'S APPROVAL OR DISAPPROVAL AS REQUIRED IN THESE COVENANTS SHALL BE IN WRITING. IN THE EVENT THE COMMITTEE, OR ITS DESIGNATED REPRESENTATIVE, FAILS TO APPROVE OR DISAPPROVE WITHIN 30 DAYS AFTER PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

3. **ARCHITECTURAL CONTROL.** NO BUILDING SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT UNLESS THE QUALITY, WORKMANSHIP AND MATERIALS ARE IN HARMONY WITH THE DESIGN OF THE EXISTING STRUCTURES, AND IS LOCATED WITH RESPECT TO THE TOPOGRAPHY AND FINISH GRADE ELEVATION. NO BUILDING SHALL BE ERECTED OR PLACED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS HAVE BEEN APPROVED BY THE COMMITTEE.

BUILDING AND LOT RESTRICTIONS

1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES.
2. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED, OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO AND ONE-HALF STORIES IN HEIGHT. THIS SHALL NOT BE CONSTRUED TO PREVENT NECESSARY OUT-BUILDINGS AS HEREAFTER AUTHORIZED AND PROVIDED.
3. NO RESIDENCE SHALL BE ERECTED UPON OR ALLOWED TO OCCUPY ANY LOT UNLESS THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF OPEN PORCHES, ATTACHED GARAGES OR CARPORTS, BE NOT LESS THAN 2,150 SQUARE FEET IN THE CASE OF A ONE-STORY DWELLING, NOT LESS THAN 1,500 SQUARE FEET ON THE GROUND FLOOR AND NOT LESS THAN 800 SQUARE FEET ON THE SECOND-STORY IN THE CASE OF A DWELLING OF MORE THAN ONE STORY.
4. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER TO THE SIDE STREET LINE THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE RECORDED PLAT. NO BUILDING SHALL BE LOCATED NEARER THAN 10 FEET TO AN INTERIOR LOT LINE, EXCEPT THAT A FIVE-FOOT MINIMUM SIDE YARD SHALL BE PERMITTED FOR A GARAGE OR OTHER PERMITTED ACCESSORY BUILDING LOCATED ON THE REAR ONE-QUARTER OF THE LOT. FOR THE PURPOSES OF THIS COVENANT, EAVES, STEPS, OPEN PORCHES, AND ORNAMENTAL PLANTING BOXES SHALL NOT BE CONSIDERED AS A PART OF A BUILDING PROVIDED, HOWEVER, THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING ON A LOT TO ENCRoACH UPON ANOTHER LOT.
5. NO DWELLING SHALL BE ERECTED OR PLACED ON ANY LOT HAVING A WIDTH OF LESS THAN 100 FEET AT THE BUILDING SET BACK LINE.
6. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE PLAT.
7. EASEMENTS IN FAVOR OF THE ALABAMA POWER COMPANY ARE RESERVED ON OR WITHIN TWO FEET OF THE SIDE LOT LINES FROM THE FRONT LOT LINE TO THE BUILDING SETBACK LINE ONLY, TO PERMIT THE PLACEMENT OF POWER POLES AND ANCHORES.
8. EASEMENTS IN FAVOR OF THE SOUTH CENTRAL BELL TELEPHONE FOR UNDERGROUND SERVICE LINES ARE RESERVED AS SHOWN ON THE PLAT. EASEMENTS INCLUDE THE RIGHT OF INGRESS AND EGRESS BY EMPLOYEES OF SAID COMPANY FOR MAINTENANCE OF THE PROPERTY INCLUDED IN THE EASEMENTS.
9. NO SEPARATE GARAGES, OR OUTBUILDINGS OF ANY KIND OR NATURE, EXCEPT GARDEN OR ORNAMENTAL LANDSCAPE STRUCTURES, SHALL BE ERECTED ON OR ALLOWED TO OCCUPY ANY LOT EXCEPT ON THAT PORTION OF THE LOT IN THE REAR OF THE RESIDENCE, AND NO SUCH BUILDING SHALL BE CONSTRUCTED OR OCCUPIED PRIOR TO THE CONSTRUCTION OF THE MAIN HOUSE, EXCEPT SUCH AS MAY BE USED IN STORING TOOLS AND EQUIPMENT OR MATERIALS FOR THE CONSTRUCTION OF THE MAIN HOUSE. NO GARAGE SHALL HAVE AN OPEN DOOR VISIBLE TO THE STREET EXCEPT THOSE LOCATED ON THE REAR ONE-QUARTER OF THE LOT.
10. NO OBNOXIOUS OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
11. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUTBUILDING SHALL BE USED AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY.
12. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN FIVE SQUARE FOOT, ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.
13. 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 WELLS, TANKS, TUNNELS, MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED, OR PERMITTED UPON ANY LOT.
14. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.
15. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE SHALL NOT BE KEPT 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.
16. 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. THE SAME SIGHT-LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN 10 FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE AND THE EDGE OF A DRIVEWAY 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. NO FENCE SHALL EXTEND NEARER TO THE STREET THAN THE BUILDING SET-BACK LINE.
17. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE PLAT AND OVER THE REAR TEN FEET OF EACH LOT THEREIN. WITHIN THESE EASEMENTS, NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES, OR WHICH MAY CHANGE THE DIRECTION OF FLOW OR WATER THROUGH CHANNELS IN THE EASEMENTS. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE.
18. ONE DWELLING MAY BE ERECTED ON TWO OR MORE ADJOINING LOTS AND THE TRACT SO USED SHALL BE CONSIDERED AND REFERRED TO AS ONE LOT FOR THE PURPOSE OF THESE RESTRICTIONS AND THE RESTRICTIONS SHALL APPLY THE SAME AS IF SAID TRACT HAD BEEN ORIGINALLY PLATTED AND SHOWN AS ONE LOT ON THE PLAT.

REV 0461 REC 0270

Montgomery COUNTY

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned owners of record of the following described real estate in Montgomery County, Alabama, to wit: County Downs # 6 & # 7 Subdivision as shown on the plat recorded in Map Book 29, Page 153 & 154 in the Office of the Judge of Probate of Montgomery County, Alabama; and

WHEREAS, 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 said 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, telephone, or cable television 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 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 19 day of January, 19 79

Tricon Development

DEVELOPER

James B. Marshall, Jr.
DEVELOPER'S AUTHORIZED AGENT

STATE OF ALABAMA

Montgomery COUNTY

I, W. C. Dickson

a Notary Public in and for said County, in said State, hereby certify that James B. Marshall, Jr. whose name as a Partner

Partnership of Tricon Development

is signed to the foregoing restrictive covenants, and who is known to me, acknowledge before me on this date that, being informed of the contents of the agreement, i.e. 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, 19 79

W. C. Dickson
Notary Public

STATE OF ALABAMA

COUNTY

I, _____
certify that _____
whose name(s) _____ sign
before me on this day that, being in
the same voluntarily on the day the
Given under my hand and offic

STATE OF ALA
RECORDS - INSTRUMENT
OCT 16 5 45 AM 1979
100.00 - A
100.50 - A
102.50 : TL

Thelma Marshall
JUDGE OF PROBATE

ALABAMA POWER COMPANY
 AGREEMENT FOR
 UNDERGROUND RESIDENTIAL DISTRIBUTION

MP 0462 PAGE 0710

STATE OF ALABAMA)
)
) Montgomery COUNTY)

THIS AGREEMENT made and entered into this the 19 day of January 19 79 by and between
 Alabama Power Company, a corporation (hereinafter referred to as "Company"), and
Tricon Development (hereinafter referred to as "Developer"),
 the Developer of County Downs # 6 & # 7 Subdivision;
 consisting of 40 lots.

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 29, Page 153 & 154, 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 \$ 4,042.80, 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 (\$ 4,042.80) 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 sectionalizing 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 # 6 & # 7 Subdivision shown on the plat

recorded in Map Book 29, Page 153 & 154, 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.

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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 \$ ^{136.00} ~~274.00~~ plus \$ ^{1.07} ~~1.38~~ 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 0.76 (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 **Tricon Development, 2663 Burkelaun Dr., Montgomery, Ala., 36111**

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

TRM 0462 PAGE 0712

ATTEST:
ALABAMA POWER COMPANY

ALABAMA POWER COMPANY

SECRETARY

By S. H. Booker
VICE PRESIDENT

ATTEST:

Tricon Development
DEVELOPER

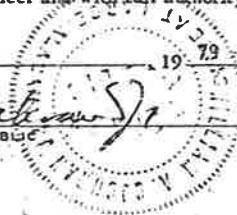
By James B. Marshall, Jr.

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 23rd day of October, 1979

William A. Cochran, Jr.
NOTARY PUBLIC

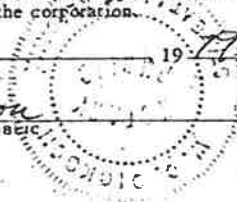


STATE OF ALABAMA)
Montgomery COUNTY)

I, W. C. Dickson, a Notary Public in and for said County, in said State, hereby certify that James B. Marshall, Jr., whose name as a Partner of Tricon Development Partnership 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 19th day of January, 1979

W. C. Dickson
NOTARY PUBLIC



STATE OF ALABAMA)
_____ COUNTY)

I, _____
certify that _____
and who _____ known to
agreement, _____ execut
Given under my hand and

001.00 : A
004.50 : NA
005.50 : 8TL

555711 824

STATE OF ALA
MONTGOMERY COUNTY
I CERTIFY

OCT 24 10 37 AM 1979

James B. Marshall, Jr.
JUDGE OF PROBATE

EST 0469112 0924

STATE OF ALABAMA)
MONTGOMERY COUNTY)

AMENDMENT TO PLAT

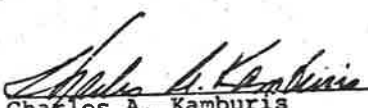
We, the undersigned, constituting the owners and mortgagees of all the lots in County Downs Plat No. 7, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 29, Page 154, do hereby amend paragraph 9 of the building and lot restrictions of the plat restrictions of said plat to read as follows:

" 9. No separate garages, or outbuildings of any kind or nature, except garden or ornamental landscape structures, shall be erected on or allowed to occupy any lot except that portion of the lot in the rear of the residence, and no such building shall be constructed or occupied prior to the construction of the main house, except such as may be used in storing tools and equipment or materials for the construction of the main house. No garage shall have an open door visible to the street except those located on the rear one-quarter of any lot and those located on Lot 19, Block J, and Lot 28, Block H, which may have garages with open doors visible to Paxton Road, and Lot 21, Block H, and Lot 25, Block K, and Lot 1, Block M, which may have garages with open doors visible to Paddock Lane."

All the remaining covenants and plat restrictions, as well as the Plat itself, are to remain unchanged.

IN WITNESS WHEREOF, the undersigned, constituting the owners and mortgagees of all the lots in said Plat have signed this Amendment to Plat on this the 19th day of December, 19 79.

WITNESS:


Charles A. Kamburis


Harriette S. Kamburis

170469050925

Mattie Lou Bedsole
Mattie Lou Bedsole

J. D. Faulk
J. D. Faulk

Annette G. Faulk
Annette G. Faulk

Kenneth A. Crosby
Kenneth A. Crosby

Betty Joyce Crosby
Betty Joyce Crosby

Cletus P. Rush
Cletus P. Rush

Clarabelle L. Rush
Clarabelle L. Rush

Edna W. Harder
Edna W. Harder

First Alabama Bank of Montgomery, N.A.
as Mortgagee

BY: [Signature]
Vice President

Marlumco Investments, Ltd., a partnership, as Mortgagee

BY: [Signature]
a general partner

Darrell Blake & Associates, Inc.

BY: [Signature]
President

Tricon Development, a general partnership

BY: [Signature]
James B. Marshall, Jr., a general partner

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Darrell Blake, whose name as President of Darrell Blake & Associates, Inc., a corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, 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 20th day of December, 1979.



Lela Gato Blake
Notary Public

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that J. H. Brumley Jr., whose name as general partner of Marlumco Investments, Ltd., a partnership, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, as such general partner, and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this the 20th day of December, 1979.

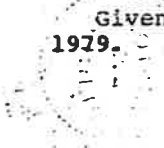


J. James Sneed
Notary Public

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that Charles A. Kamburis and Harriette S. Kamburis, whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that, being informed of the contents of the conveyance that they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of December, 1979.

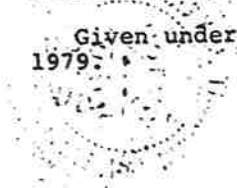


Mary M. Thorman
Notary Public

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that Mattie Lou Bedsole, whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that, being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of December, 1979.



Mary M. Thorman
Notary Public

046962 0927

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that J. D. Faulk and Annette G. Faulk, whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that, being informed of the contents of the conveyance that they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of December, 1979.

Patricia Smith Lehman
Notary Public

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that Kenneth A. Crosby and Betty Joyce Crosby, whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that, being informed of the contents of the conveyance that they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of December, 1979.

Patricia Smith Lehman
Notary Public

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that Cletus P. Rush and Clarabell L. Rush, whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that, being informed of the contents of the conveyance that they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of December, 1979.

Mary M. Norman
Notary Public

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Ray L. Selley whose name as Vice President of First Alabama Bank of Montgomery, N.A., a national banking association, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal this the 21st day of December, 1979.

Wadie North
Notary Public
Notary Public, Alabama State at Large
My Commission expires 9 19 81

0469 0926

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that James B. Marshall, Jr. whose name as general partner of Tricon Development, a general partnership, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, as such general partner, and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this the 20th day of December, 1979.

Mary M. Thorman
Notary Public Mary M. Thorman

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This instrument prepared by:
Palmer Smith Lehman
Capell, Howard, Knabe & Cobbs, P.A.
57 Adams Avenue
Montgomery, Alabama 36104

STATE OF ALA.
MONTGOMERY CO.
JUDGE OF PROBATE

DEC 26 1 43 PM 1979

William H. ...
JUDGE OF PROBATE