

NW COR. OF E 1/2 OF THE NW 1/4 OF SEC. 14, T. 16N R. 15E

80.90

MAP OF COUNTY DOWNS PLAT NO. 8 BEING LOCATED IN THE EAST HALF OF THE NW 1/4 OF SECTION 14, T. 16N R. 15E MONTGOMERY COUNTY, ALABAMA AUGUST 6, 1980 SCALE: 1" = 100' HENRY R. HUDSON AND ASSOC. CONSULTING ENGINEERS

ALL UTILITY, PRIVATE DRAINAGE AND PRIVATE ACCESS EASEMENTS SHOWN HEREON ARE FOR THE USE OF ANY UTILITY WHICH MAY REQUIRE THEM AND FOR SURFACE DRAINAGE AS NEEDED. THESE EASEMENTS INCLUDE THE RIGHTS OF INGRESS AND EGRESS FOR MAINTENANCE OF THE PROPERTY, FACILITIES AND APPARATUS INCLUDED THEREIN. INSTALLATION AND MAINTENANCE OF PROPERTY IN THESE EASEMENTS ARE NOT THE RESPONSIBILITY OF THE CITY OR COUNTY OF MONTGOMERY, ALABAMA.

ALL EASEMENTS OR RIGHTS OF WAY, EXCEPT UTILITY, PRIVATE DRAINAGE AND PRIVATE ACCESS EASEMENTS, SHOWN ON THE PLAT ARE HEREBY DEDICATED TO THE CITY AND/OR MONTGOMERY, ALABAMA FOR PUBLIC USE. EASEMENTS INCLUDE THE RIGHTS OF INGRESS AND EGRESS BY CITY AND COUNTY EMPLOYEES FOR MAINTENANCE OF THE PROPERTY INCLUDED IN THE EASEMENTS. NO PERMANENT STRUCTURE MAY BE PLACED ON ANY EASEMENT SHOWN.

EASEMENTS FOR SANITARY SEWER AND WATER MAINS, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE WATER WORKS AND SANITARY SEWER BOARD OF THE CITY OF MONTGOMERY, ALABAMA, ITS SUCCESSORS AND AGENTS FOR INGRESS AND EGRESS IN THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER AND WATER LINES AND THEIR APPURTENANCES.

STREETS SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY TENDERED FOR DEDICATION TO PUBLIC USE. NO PERMANENT STRUCTURE MAY BE ERRECTED OVER ANY PART OF ANY EASEMENT.

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 6TH DAY OF AUGUST, 1980.

*Henry R. Hudson*  
HENRY R. HUDSON, ENR. NO. 1103

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 WARREN B. MARSHALL, 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 21 DAY OF AUGUST, 1960.

MY COMMISSION EXPIRES 3/1/61

*Wm. L. ...*  
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 MARLEWOOD 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 21 DAY OF AUGUST, 1960.

MY COMMISSION EXPIRES 3/1/61

*Wm. L. ...*  
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 Jack E. ... AND ... WHOSE NAMES AS 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 ... DAY OF AUGUST, 1960.

MY COMMISSION EXPIRES

*William J. ...*  
NOTARY PUBLIC

STATE OF ALABAMA  
MONTGOMERY COUNTY

WE, TRICON DEVELOPMENT, A GENERAL PARTNERSHIP COMPOSED OF JAMES B. MARSHALL, JR., WARREN B. MARSHALL, JR., JOHN R. MARSHALL, JR., AND SAMUEL A. MARSHALL, II, OWNER OF THE PROPERTY SHOWN ABOVE, AND CERTIFICATE, PLAN AND MAP, AND HEREBY ADOPT SAID PLAN, AND RESTRICTIONS ON THIS THE 21st DAY OF AUGUST, 1960.

BY: *James B. Marshall, Jr.* TRICON DEVELOPMENT, A GENERAL PARTNERSHIP  
*John R. Marshall, Jr.* JOHN R. MARSHALL, JR., AS GENERAL PARTNER  
*Samuel A. Marshall, II* SAMUEL A. MARSHALL, II, AS GENERAL PARTNER  
*Warren B. Marshall* WARREN B. MARSHALL, AS GENERAL PARTNER

BY: *John E. Marshall* JOHN E. MARSHALL, AS GENERAL PARTNER  
*James B. Marshall* JAMES B. MARSHALL, AS GENERAL PARTNER  
*J. H. Marshall, Jr.* J. H. MARSHALL, JR., AS GENERAL PARTNER  
*Warren B. Marshall* WARREN B. MARSHALL, AS GENERAL PARTNER

ATTEST:  
BY: *Dorwin P. Kelly, Jr.* ITS VICE PRESIDENT  
BY: *Jack E. ...* NOTARY PUBLIC

**P R O T E C T I V E C O V E N A N T S**

BY ADOPTION OF THIS PLAN, THE OWNERS OF ALL THE LOTS DESCRIBED THEREIN, HEREBY ADOPTS THE FOLLOWING PROTECTIVE COVENANTS AND DEPOSITS THEM UPON THE PROPERTY COMPRISING THE SAID PLAN 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 PLAN, 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 AUTHORIZING 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, EITHER 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. KNOWLEDGE. THE ARCHITECTURAL CONTROL COMMITTEE IS COMPOSED OF JAMES B. MARSHALL, JR., JOHN R. MARSHALL, JR., WARREN B. MARSHALL, JR., 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 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 SWIT TO REJOIN THE CONSTRUCTION HAS BEEN COMPLETED 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 ERRECTED, 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 ERRECTED 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 ERRECTED, 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 HEREINAFTER AUTHORIZED AND PROVIDED.

3. NO RESIDENCE SHALL BE ERRECTED 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 900 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 PLAN. 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, LAVES, 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 ENCRUCHE UPON ANOTHER LOT.

5. NO DWELLING SHALL BE ERRECTED 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 PLAN.

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 ARCHES.

8. EASEMENTS IN FAVOR OF THE SOUTH CENTRAL BELL TELEPHONE FOR UNDERGROUND SERVICE LINES ARE RESERVED AS SHOWN ON THE PLAN. 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 GARDENS OR ORNAMENTAL LANDSCAPE STRUCTURES, SHALL BE ERRECTED 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 CONSTRUED OR OCCUPIED PRIOR TO THE COMPLETION 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 OBSTACLES 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. ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

12. 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 DEBRICK OR OTHER STRUCTURE DESTINED FOR USE IN BORING OIL, OR NATURAL GAS SHALL BE ERRECTED, MAINTAINED, OR PERMITTED UPON ANY LOT, BEED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

13. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BREED, OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

14. 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 SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLLAGE 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.

15. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE PLAN 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.

16. ONE DWELLING MAY BE ERRECTED 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 PLAN.

17. EQUIPMENT, OR BOATS SHALL NOT BE PARKED OR PLACED ON ANY LOT IN FRONT OF THE RESIDENCE OR BUILDING VISIBLE FROM THE STREET.

THIS PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING COMMISSION OF MONTGOMERY, ALABAMA, AND IS APPROVED BY SUCH COMMISSION.  
APPROVED BY MONTGOMERY COUNTY ENGINEER  
BY: *J. N. ...* DATE 11/6/80  
THE MONTGOMERY CITY PLANNING COMMISSION  
BY: *J. ...* DATE: Nov. 6, 1980

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MAP 0510 PAGE 0472

THIS AGREEMENT REFLECTS THE \_\_\_\_\_ COUNTY DOWNS # 8  
Subdivision recorded in Map Book 30, Page 90, in the Office of the Judge  
of Probate of Montgomery County, Alabama. Data in the foregoing sentence has  
been supplied subsequent to the date of this agreement.

ALABAMA POWER COMPANY  
AGREEMENT FOR  
UNDERGROUND RESIDENTIAL DISTRIBUTION

STATE OF ALABAMA )  
                          )  
Montgomery COUNTY )

THIS AGREEMENT made and entered into this the 15th day of September  
1983, by and between Alabama Power Company, a corporation (hereinafter referred to  
as "Company"), and Tricon Development, a partnership,  
(hereinafter referred to as "Developer"), the Developer of County Downs # 8  
Subdivision, consisting of 12 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 dis-  
tribution 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 trans-  
formers, 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 con-  
ditions hereinafter set forth; and

WHEREAS, Company has received a plat for which preliminary approval has  
been received from appropriate governmental authority for the subdivision of  
Developer's real estate into lots and designating a street address for each lot,  
which said plat is attached hereto and for which the plat of said subdivision which  
is finally approved and recorded in the office of the Judge of Probate of

Montgomery County, Alabama, will be substituted therefor; and WHEREAS, Developer has signed restrictive covenants requiring all lot owners to install electric service in accordance with the Underground Residential Distribution Program and which said restrictive covenants will be filed for record by the Company after said subdivision plat has been recorded; and

WHEREAS, Developer's total installation payment under this agreement is equal to \$ 1,090.80, 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 (\$ 1,090.80 ) 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- ).

In the event the subdivision plat recorded subsequent to the date hereof contains changes in the electric system from the plat attached hereto, Developer shall pay or shall receive credit for any increases or decreases in the cost of the required installation payments in accordance with the Rules and Regulations of the

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Company on file with and approved by the Alabama Public Service Commission. Such payment or credit shall be made within ten days after the effect of such change has been determined, or if no payment has been made by Developer, such payment or credit shall be reflected in the notice to Developer that payment is due.

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 # 8 Subdivision shown on the plat attached hereto or as may finally be located in accordance with Paragraph 1 above.

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.

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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 \$ 136.00 plus \$ 1.07 200 amp service 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 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.

2. 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 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, Div. Energy Service Mgr., 244 Dexter Ave. Montg., Ala.. Any written notice to the Developer provided for herein shall be addressed to Tricon Development, 2663 Burkelaun Dr., Montgomery, Ala., 36111

11. If the Developer has not paid to the Company the total amount of the installation payment, and if the Developer has not met the site preparation requirements as set forth herein and has not, in good faith, requested the Company to begin the construction of its facilities prior to the expiration of 180 days from the date of this Agreement, the Company will invoice the Developer for the total amount of the installation payment and the Developer shall pay the total amount of such invoice within 10 days thereafter, or the Company shall have the option to cancel this agreement. However, if the Developer has not met the site preparation requirements as set forth herein and has not, in good faith, requested the Company to begin construction of its facilities prior to the expiration of 360 days from the date of this Agreement, the Company shall have the option to cancel this agreement and refund to the Developer any monies collected.

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

ATTEST:  
  
\_\_\_\_\_  
Secretary

ALABAMA POWER COMPANY  
BY J. H. [Signature]  
Vice President

ATTEST:  
  
\_\_\_\_\_

Tricon Development  
BY James B. Marshall [Signature]



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STATE OF ALABAMA )  
                          )  
JEFFERSON COUNTY )

I, Margaret N. Conradi, 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 19th day of Sept, 1980.

Margaret N. Conradi  
Notary Public

STATE OF ALABAMA )  
                          )  
Montgomery COUNTY )

I, William H. McQueen, Jr., a Notary Public in and for said County, in said State, hereby certify that James B. Marshall, Jr. whose name as 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 15th day of September, 1980.

William H. McQueen, Jr.  
Notary Public

STATE OF ALA.  
MONTGOMERY CO.  
Dec 16 10 31 AM 1980  
JUDGE OF PROBATE

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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 # 8  
Subdivision as shown on the plat recorded in Map Book 75, Page 90, 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 trans-  
ferring 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 under-  
ground 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 15th day of September, 19 80

Tricon Development  
DEVELOPERS  
*James B. Marshall, Jr.*  
DEVELOPER'S AUTHORIZED AGENT

STATE OF ALABAMA  
Montgomery COUNTY }

I, William N. McQueen, Jr., a Notary Public in and for said County, in said State, hereby  
certify that James B. Marshall, Jr., whose name as 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, 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 15th day of September

*William N. McQueen, Jr.*  
Notary Public

STATE OF ALABAMA  
COUNTY }

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby  
certify that \_\_\_\_\_, whose name(s) \_\_\_\_\_, known to me, acknowledge  
signed to the foregoing restrictive covenants, and who \_\_\_\_\_, executed  
before me on this day that, being informed of the contents of the agreement, \_\_\_\_\_  
the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Notary Public  
001.00  
00.50  
00.25

STATE OF ALA.  
MONTGOMERY CO. CLERK  
JUDGEMENT  
Dec 16 10 32 AM 1980  
*John H. Smith*  
JUDGE OF PROBATE



Agreement For Underground Residential Distribution In Subdivisions

STATE OF ALABAMA )  
 MONTGOMERY COUNTY )

THIS AGREEMENT made and entered into this the 15<sup>th</sup> day of May 19 47, by and between Alabama Power Company, a corporation (hereinafter referred to as "Company"), and MARLUNCO INVESTMENT LIMITED (hereinafter referred to as "Developer"), the Developer of

COUNTY DOWNS PLAT 18 Subdivision; consisting of 15 lots.

WITNESSETH

WHEREAS, Developer is the owner of the hereinafter described subdivision and is desirous of obtaining electric 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, underground service laterals and outdoor metering troughs; 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  Check (A) or  (B) whichever is applicable)

- A. Two copies of a plat approved by appropriate governmental authority subdividing Developer's real estate into lots and designating street names and a number for each lot, dedicated easement with layouts for all utilities, sewers and drainage, minimum building set-back dimensions, and proposed building lines, which said plat is recorded in

Map Book \_\_\_\_\_, Page \_\_\_\_\_, in the office of the Judge of Probate of \_\_\_\_\_ County, Alabama, a copy of which, as recorded, has been furnished to the Company to be retained in its files as an exhibit to this agreement;

- B. (To be utilized only when governmental requirements preclude the use of option A.) Two copies of a plat for which preliminary approval has been received from appropriate governmental authority for the subdivision of Developer's real estate into lots and designating block numbers, street names and a number for each lot, dedicated easements with layouts for all utilities, sewers and drainage, minimum building set-back dimensions, and proposed building lines, which said plat is attached hereto and for which the plat of said subdivision which is finally

approved and recorded in Map Book 30, Page 40, in the office of the Judge of Probate of Montgomery County, Alabama, will be substituted therefor. The recorded plat will

be supplied subsequent to the date of this Agreement in the event the subdivision plat recorded subsequent to the date hereof contains changes from the preliminary plat attached hereto which require changes in the electric system, the Developer shall pay for any increases in the cost of the required installation. Such payment shall be made within ten days after the effect of such change has been determined, or if no payment has been made by Developer, such payment shall be reflected in the notice to Developer that payment is due; 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 \$ 6,375.00, 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 inclusive of individual lot service, and (Check if Applicable)

- Conduit from lot line to final grade elevation at the meter location, as determined by the Company
- Conduit for primary and secondary cables, as determined by the Company.

(Customer or Developer shall furnish and install conduit, PVC schedule 40 or equal, from final grade elevation at the Company designated meter location to the Company furnished, Developer installed, meter socket.) This payment also includes anticipated estimated excess trenching cost to include rock removal and requirements to obtain suitable backfill from off site. The Developer shall be billed as a separate item for other costs incurred by the Company over and above the costs generally associated with trenching for underground residential distribution which is due principally to debris removal requirements, conduit requirements under street crossings due to inadequate written notice from the Developer as specified in paragraph five (5) below, trench depth requirements different from that generally employed by the Company, seeding and/or reseeded, sodding and/or resodding, or requirements for boring or additional equipment not generally employed by the Company for underground residential trenching.

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 (\$ 6,375.00 ) 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 (\$ \_\_\_\_\_ ).

If the Developer has not paid to the Company the total amount of the installation payment, and if the Developer has not met the site preparation requirements as set forth herein, and home construction has not begun, and the Developer has not requested the Company to begin the construction of its facilities prior to the expiration of 180 days from the date of this Agreement, the Company will invoice the Developer for the total amount of the installation payment and the Developer shall pay the total amount of such invoice within 10 days thereafter, or the Company shall have the option to cancel this agreement. However, if the Developer has not met the site preparation requirements as set forth herein, and home construction has not begun, and the Developer has not requested the Company to begin construction of its facilities prior to the expiration of 360 days from the date of this Agreement, the Company shall have the option to cancel this agreement and refund to the Developer any monies collected. Failure to cancel this Agreement at the end of 360 days does not forfeit the Company's right to cancel at a future time.

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 120/240 volt single-phase service lateral to the meter socket or service entrance for each residence in the said subdivision.

3. Developer agrees to grant Company right of way for the construction, operation, maintenance and removal of its facilities together with the right to ingress and egress to and from such facilities and the right to keep clear any obstruction that might injure or endanger said facilities.

4. The Developer shall notify each lot owner (a) that there shall be no plants, shrubs, fences, walls, or other obstructions in front of or within three (3) feet of the sides or rear of any pad mounted equipment that will obstruct the operation or replacement of the equipment and that the Company shall not be liable for any damages or destruction of any shrubs, trees, flowers, grass or other plants caused by the Company's equipment or employees or the equipment or employees of any contractor or subcontractor in the construction, operation, maintenance or removal of the Company's facilities, (b) to obtain the meter location from the Company prior to the beginning of the installation of the service entrance facilities and associated internal wiring, (c) of their responsibility for installing the Company provided meter socket to Company specifications and providing and installing 2" for 200 amp or 3" for 400 amp schedule 40 PVC or equivalent galvanized conduit from the meter socket to two (2) feet below finished grade.

5. The Developer shall give the appropriate Company District Superintendent a minimum of sixty days written notice prior to the commencement of the installation of any paving, streets, curbs, sidewalks, etc. After the expiration of 30 days from the date hereof, this prior notice is reduced from 60 to 30 days. The Developer, prior to the Company's construction of the underground distribution system, shall make the easement in which the underground equipment or conductors are to be located accessible to the Company's equipment, remove all obstructions and grade to within four (4) inches of the final grade elevation. Streets, lot lines and easements shall be clearly marked by the Developer before Company's underground facilities are installed. All costs incurred by the Company due to improper or inadequate site preparation as stated above shall be billed to the Developer as a separate item.

6. Modification to the underground system after initial installation shall be at the expense of the one requesting or causing the modification.

7. Company, its successors and assigns, will retain title to the underground distribution system, including the underground service lateral and outdoor metering trough 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.

8. The covenants set forth in paragraph three (3) and paragraph seven (7) above touch and concern and benefit the land and shall run with the land and shall be binding on Company and Developer, their respective heirs, executors, administrators, successors, and assigns.

9. Any written notice to the Company, except as noted in Paragraph one (1) and five (5) above, shall be addressed to

Alabama Power Company, Division Manager-Marketing, 244 DEXTER AVENUE, MONTGOMERY, Alabama 36104

Any written notice to Developer provided for herein shall be addressed to MARLUMCO INVESTMENT LIMITED

3201 BELL ROAD, MONTGOMERY, AL 36116

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

WITNESS:

ALABAMA POWER COMPANY

ALABAMA POWER COMPANY

BY

Marlumco Investment Ltd

WITNESS:

Ryan Becker

BY

[Signature]

CERTIFICATE OF RECORDATION

1992 JUN 10 PM 1:18

01 INFOY 1.00  
02 REC FE 1.00  
02 REC FE 5.00  
TOTAL

06-10-92 3R4477

7.00

Restrictive Covenants

STATE OF ALABAMA )  
 )  
 MONTGOMERY COUNTY )

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 DOWN PLAT 28 Subdivision as shown on the plat recorded in Map Book 30 Page 90 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, or existing overhead transmission facilities). 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 of 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. Invalidity 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 15 day of May, 1992

MARLUNCO INVESTMENT LIMITED

  
Developer's Authorized Agent

STATE OF ALABAMA )  
 )  
 \_\_\_\_\_ COUNTY )

MS \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ of whose name as \_\_\_\_\_

is 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 \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Notary Public

STATE OF ALABAMA )  
 )  
 MONTGOMERY COUNTY )

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

Everett B. Marshall whose name(s) \_\_\_\_\_ signed to the foregoing restrictive covenants, and who \_\_\_\_\_ known to me, acknowledge before me on this day that, being informed of the contents of the agreement, \_\_\_\_\_ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 15 day of May, 1992

  
Notary Public

Commission Expires 10/29/95

1992 JUN 10 PM 1:19

01	INDEX	1.00
02	REC FE	1.00
03	REC FE	2.50
TOTAL		4.50

Alabama Power 

Agreement For Underground Residential Distribution In Subdivisions

STATE OF ALABAMA  
MONTGOMERY COUNTY

THIS AGREEMENT made and entered into this the 1st day of May, 1992, by and between Alabama Power Company, a corporation (hereinafter referred to as "Company"), and MARLUNCO INVESTMENT LIMITED (hereinafter referred to as "Developer"), the Developer of COUNTY DOWNS PLAT #8 5TH ST 1/4 Subdivision, consisting of 15 lots.

WITNESSETH

WHEREAS, Developer is the owner of the hereinafter described subdivision and is desirous of obtaining electric 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, underground service laterals and outdoor metering troughs; 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  Check (A) or (B) whichever is applicable;

- A. Two copies of a plat approved by appropriate governmental authority subdividing Developer's real estate into lots and designating street names and a number for each lot, dedicated easement with layouts for all utilities, sewers and drainage, minimum building setback dimensions, and proposed building lines, which said plat is recorded in

Map Book 30, Page 90, in the office of the Judge of Probate of Montgomery County, Alabama, a copy of which, as recorded, has been furnished to the Company to be retained in its files as an exhibit to this agreement.

- B. (To be utilized only when governmental requirements preclude the use of option A.) Two copies of a plat for which preliminary approval has been received from appropriate governmental authority for the subdivision of Developer's real estate into lots and designating block numbers, street names and a number for each lot, dedicated easements with layouts for all utilities, sewers and drainage, minimum building setback dimensions, and proposed building lines, which said plat is attached hereto and for which the plat of said subdivision which is finally

approved and recorded in Map Book 30, Page 90, in the office of the Judge of Probate of Montgomery County, Alabama, will be substituted therefor. The recorded plat will be supplied subsequent to the date of this Agreement. In the event the subdivision plat recorded subsequent to the date hereof contains changes from the preliminary plat attached hereto which require changes in the electric system, the Developer shall pay for any increases in the cost of the required installation. Such payment shall be made within ten days after the effect of such change has been determined, or if no payment has been made by Developer, such payment shall be reflected in the notice to Developer that payment is due; 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 \$ 6,375.00, 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 inclusive of individual lot service, and (Check if Applicable)

- Conduit from lot line to final grade elevation at the meter location, as determined by the Company
- Conduit for primary and secondary cables, as determined by the Company.

(Customer or Developer shall furnish and install conduit, PVC schedule 40 or equal, from final grade elevation at the Company designated meter location to the Company furnished, Developer installed, meter socket.) This payment also includes anticipated estimated excess trenching cost to include rock removal and requirements to obtain suitable backfill from off site. The Developer shall be billed as a separate item for other costs incurred by the Company over and above the costs generally associated with trenching for underground residential distribution which is due principally to debris removal requirements, conduit requirements under street crossings due to inadequacies written notice from the Developer as specified in paragraph five (5) below, trench depth requirements different from that generally employed by the Company, seeding and/or reseeding, sodding and/or resodding, or requirements for boring or additional equipment not generally employed by the Company for underground residential trenching.

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 (\$ 6,375.00 ) 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 (\$ \_\_\_\_\_ ).

If the Developer has not paid to the Company the total amount of the installation payment, and if the Developer has not met the site preparation requirements as set forth herein, and home construction has not begun, and the Developer has not requested the Company to begin the construction of its facilities prior to the expiration of 180 days from the date of this Agreement, the Company will invoice the Developer for the total amount of the installation payment and the Developer shall pay the total amount of such invoice within 10 days thereafter, or the Company shall have the option to cancel this agreement. However, if the Developer has not met the site preparation requirements as set forth herein, and home construction has not begun, and the Developer has not requested the Company to begin construction of its facilities prior to the expiration of 180 days from the date of this Agreement, the Company shall have the option to cancel this agreement and refund to the Developer any monies collected. Failure to cancel this Agreement at the end of 300 days does not forfeit the Company's right to cancel at a future time.

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 120,240-volt single-phase service lateral to the meter socket or service entrance for each residence in the said subdivision.

3. Developer agrees to grant Company right of way for the construction, operation, maintenance and removal of its facilities together with the right to ingress and egress to and from such facilities and the right to keep clear any obstruction that might injure or endanger said facilities.

4. The Developer shall notify each lot owner (a) that there shall be no plants, shrubs, fences, walls, or other obstructions in front of or within three (3) feet of the sides or rear of any pad mounted equipment that will obstruct the operation or replacement of the equipment and that the Company shall not be liable for any damages or destruction of any shrubs, trees, flowers, grass or other plants caused by the Company's equipment or employees or the equipment or employees of any contractor or subcontractor in the construction, operation, maintenance or removal of the Company's facilities. (b) to obtain the meter location from the Company prior to the beginning of the installation of the service entrance facilities and associated internal wiring; (c) of their responsibility for installing the Company provided meter socket to Company specifications and providing and installing 2" for 200 amp or 3" for 400 amp schedule 40 PVC or equivalent galvanized conduit from the meter socket to two (2) feet below finished grade.

5. The Developer shall give the appropriate Company District Superintendent a minimum of sixty days written notice prior to the commencement of the installation of any paving, streets, curbs, sidewalks, etc. After the expiration of 30 days from the date hereof, this prior notice is reduced from 60 to 30 days. The Developer, prior to the Company's construction of the underground distribution system, shall make the easement in which the underground equipment or conductors are to be located accessible to the Company's equipment, remove all obstructions and grade to within four (4) inches of the final grade elevation. Streets, lot lines and easements shall be clearly marked by the Developer before Company's underground facilities are installed. All costs incurred by the Company due to improper or inadequate site preparation as stated above shall be billed to the Developer as a separate item.

6. Modification to the underground system after initial installation shall be at the expense of the one requesting or causing the modification.

7. Company, its successors and assigns, will retain title to the underground distribution system, including the underground service lateral and outdoor metering trough 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.

8. The covenants set forth in paragraph three (3) and paragraph seven (7) above touch and concern and benefit the land and shall run with the land and shall be binding on Company and Developer, their respective heirs, executors, administrators, successors, and assigns.

9. Any written notice to the Company, except as noted in Paragraph one (1) and five (5) above, shall be addressed to

Alabama Power Company, Division Manager-Marketing, 244 DEXTER AVENUE, MONTGOMERY, Alabama 36104

Any written notice to Developer provided for herein shall be addressed to MARLUMCO INVESTMENT LIMITED  
3201 BELL ROAD, MONTGOMERY, AL 36116

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

WITNESS:

ALABAMA POWER COMPANY

ALABAMA POWER COMPANY

BY

Marlumco Investment Ltd  
(Developer)

WITNESS:

Robert Becker

BY

Edward G. Hall  
(Developer's Authorized Agent)

RECEIVED  
1992 JUN 10 PM 1:19  
OFFICE OF RECORDS

01 INDEX 1.00  
02 REC FE 1.00  
02 REC FE 5.00  
TOTAL 7.00

04-10-92 384481



Restrictive Covenants

STATE OF ALABAMA )  
MONTGOMERY )  
COUNTY )

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 DOWN PLAT 18 and 44 45 Subdivision as shown on the plat recorded in Map Book 30, Page 90, 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, or existing overhead transmission facilities). 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 therein, no owner of any lot within said subdivision will commence 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 of 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 15<sup>th</sup> day of May, 19 92

MARLINCO INVESTMENT LIMITED  
Developer  
[Signature]  
Developer's Authorized Agent

STATE OF ALABAMA )  
Montgomery )  
COUNTY )

450 Roxann Becker, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ of whose name as \_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Notary Public

STATE OF ALABAMA )  
Montgomery )  
COUNTY )

Roxann Becker, a Notary Public in and for said County, in said State, hereby certify that EVERETT B. MARSHALL whose name(s) \_\_\_\_\_ signed to the foregoing restrictive covenants, and who \_\_\_\_\_ known to me, acknowledge before me on this day that, being informed of the contents of the agreement, \_\_\_\_\_ executed the same voluntarily on the day then same bears date.

Given under my hand and official seal, this the 1<sup>st</sup> day of May, 19 92

Roxann Becker  
Notary Public  
Commission Expires 10/27/96 44-1882-0

1992 JUN 10 PM 1:19

01	TIMEX	1.00
02	REC FE	1.00
02	RFC FE	2.50
TOTAL		4.50



# County Downs Plat No. 8A

LANDS IN THE NORTH ONE-HALF OF SECTION 14, T-16-N, R-18-E  
MONTGOMERY COUNTY, ALABAMA

STATE OF ALABAMA )  
MONTGOMERY COUNTY)

I, H. KENNETH WHITE, A REGISTERED ENGINEER AND LAND SURVEYOR OF MONTGOMERY, ALABAMA, HEREBY CERTIFY THAT THE PROPERTY SHOWN ON THIS MAP IS TRUE AND CORRECT, THAT ALL CORNERS ARE MARKED WITH IRON PINS OR CONCRETE MONUMENTS AND THAT THEY ACTUALLY EXIST.

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA.

ACCORDING TO MY SURVEY THIS THE 26<sup>th</sup> DAY OF May 1972

H. Kenneth White  
H. KENNETH WHITE  
ALABAMA REG. NO. 11176

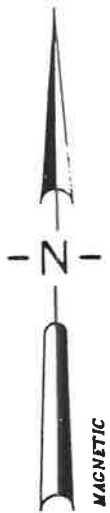
**PILGREEN and WHITE**  
*Consulting Engineers*  
MONTGOMERY ALABAMA  
APRIL 1992 1"=100'

Drawn By	Office Check	Field Staked	Field Check	Book No.	Job No.
PEP	HKW	DU	DU	69	718

PROPERTY LINE CURVE DATA				
NO.	RADIUS	ARC	CHORD	BEARING
1	150.00'	78.54'	77.65'	S 11°09'00" E
2	100.00'	52.36'	51.76'	S 11°09'00" E
3	100.00'	52.48'	51.88'	S 11°07'00" E
4	150.00'	66.92'	66.36'	S 13°22'12" E
5	150.00'	11.80'	11.79'	S 01°39'48" W

PROPERTY LINE DATA		
NO.	DIST.	BEARING
1	24.83'	N 03°51'00" E
2	18.48'	N 26°09'00" W
3	42.06'	N 03°55'00" E
4	11.52'	S 26°09'00" E
5	13.32'	S 26°09'00" E

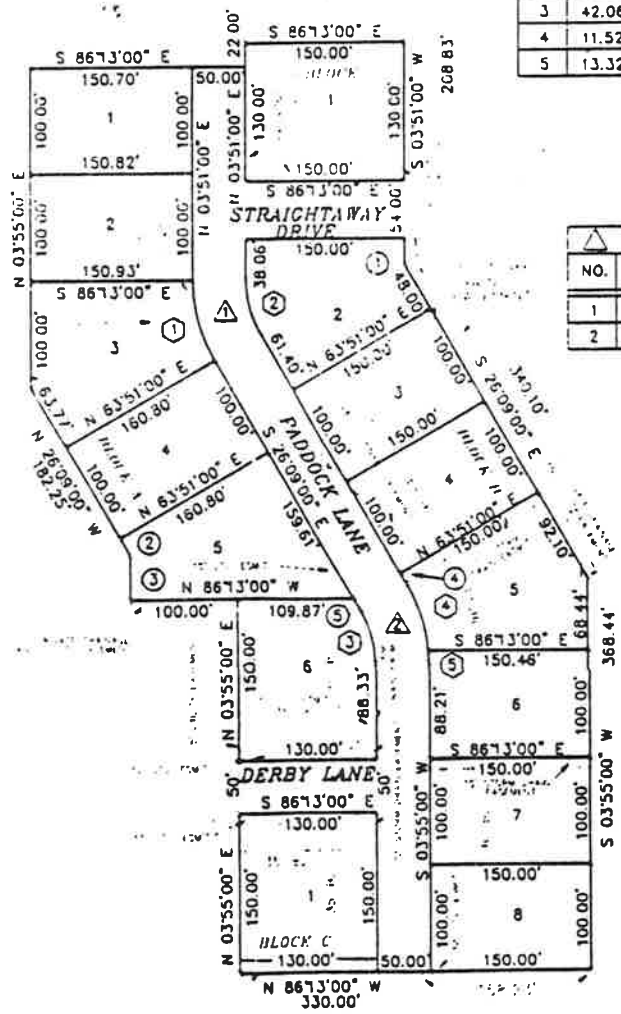
CENTERLINE CURVE DATA			
NO.	RADIUS	DELTA	TANGENT
1	125.00'	30°00'00"	33.44'
2	125.00'	30°04'00"	33.51'



GRAPHIC SCALE



( IN FEET )





( IN FEET )  
1 inch = 100 ft.

330.00'  
10' PRIVATE DRAINAGE AND UTILITY EASEMENT

CENTERLINE OF 20' SANITARY SEWER EASEMENT

246.11'  
N 04°04'14" W

100.00'

10' PRIVATE DRAINAGE AND UTILITY EASEMENT

CENTERLINE OF 20' SANITARY SEWER EASEMENT

395.48'

75°26'23" E

395.28'

50°00'21" W

CENTERLINE OF 20' SANITARY SEWER EASEMENT

252.15'  
S 64°32'14" E

406.48'  
S 64°32'14" E

407.27'

CENTERLINE OF 20' SANITARY SEWER EASEMENT

443.15'  
N 49°12'14" W

## PROTECTIVE COVENANTS

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, EITHER 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 EVERETT MARSHALL, JOHN R. MARSHALL, JR. AND NAN M. SIMS, A MAJORITY OF THE COMMITTEE MAY 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 STORES IN HEIGHT.

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.

2-A 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 ANCHORS.

## PROTECTIVE COVENANTS

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 SEPERATE GARAGES, OR OUT BUILDINGS 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 STOPING 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.

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 OR 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 ONE 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 OF 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.

19. EQUIPMENT, OR BOATS SHALL NOT BE PARKED OR PLACED ON ANY LOT IN FRONT OF THE RESIDENCE OR BUILDING VISIBLE FROM THE STREET.

20. ALL LOTS MUST BE MAINTAINED IN ACCORDANCE WITH CITY OF MONTGOMERY WEED CONTROL GUIDELINES AND NEIGHBORHOOD STANDARDS.

STATE OF ALABAMA )  
MONTGOMERY COUNTY )

WE, MARLUMCO INVESTMENTS, LTD., A LIMITED PARTNERSHIP COMPOSED OF WARREN B. MARSHALL, NAN M. SIMS, JAMES B. MARSHALL, JR., AND JOHN R. MARSHALL, JR.,  
HEREBY JOINS IN AND SIGNS THE FOREGOING SURVEYORS CERTIFICATE, PLAT AND MAP AND HEREBY ADOPTS SAID PLAT, MAP AND RESTRICTIONS ON THIS THE  
22<sup>nd</sup> DAY OF July, 1992.

BY: WARREN B. MARSHALL, AS GENERAL PARTNER

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

James B Marshall Jr  
BY: JAMES B. MARSHALL, JR. AS GENERAL PARTNER

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

STATE OF ALABAMA )  
MONTGOMERY COUNTY )

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC FOR THE STATE OF ALABAMA AT LARGE, HEREBY CERTIFY THAT WARREN B. MARSHALL, NAN M. SIMS, JAMES B. MARSHALL, JR.,  
JOHN R. MARSHALL, JR., WHOSE NAMES AS GENERAL PARTNERS OF MARLUMCO INVESTMENTS, LTD., AND WHO ARE KNOWN TO ME, ACKNOWLEDGE BEFORE ME ON THIS  
DAY THAT BEING INFORMED OF THE CONTENTS OF THIS INSTRUMENT, THEY, IN THEIR CAPACITY AS GENERAL PARTNERS WITH FULL AUTHORITY, EXECUTED THIS INSTRUMENT  
VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND THIS THE 22<sup>nd</sup> DAY OF July, 1992.

[Signature]  
NOTARY PUBLIC

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING COMMISSION  
OF MONTGOMERY, ALABAMA, AND IS APPROVED BY SUCH COMMISSION.

THE MONTGOMERY CITY PLANNING COMMISSION

BY: A. L. Wallace  
A. L. WALLACE  
EXECUTIVE SECRETARY

7-28-92  
DATE

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE MONTGOMERY COUNTY  
ENGINEERING DEPARTMENT AND IS APPROVED BY SAID DEPARTMENT.

BY: [Signature]  
COUNTY ENGINEER

9/28/92  
DATE

NOTES:

STREETS SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED,  
ARE HEREBY TENDERED FOR PUBLIC USE.

ALL EASEMENTS OR RIGHTS-OF-WAY, EXCEPT UTILITY,  
PRIVATE EASEMENTS OR EASEMENTS FOR SANITARY SEWERS  
OR WATER MAINS SHOWN HEREON ARE HEREBY DEDICATED  
TO THE MUNICIPALITY OF MONTGOMERY, ALABAMA AND/OR  
THE COUNTY OF MONTGOMERY, ALABAMA FOR PUBLIC USE.  
EASEMENTS INCLUDE THE RIGHT OF INGRESS AND EGRESS  
BY THE CITY AND/OR COUNTY EMPLOYEES FOR MAINTENANCE  
OF THE PROPERTY INCLUDED IN THE EASEMENTS. NO  
PERMANENT STRUCTURE MAY BE PLACED ON THE EASEMENTS SHOWN.

EASEMENTS FOR SANITARY SEWER AND WATER MAINS, IF NOT  
PREVIOUSLY DEDICATED ARE HEREBY DEDICATED TO THE WATER  
WORKS AND SEWER BOARD OF THE CITY OF MONTGOMERY, ALABAMA  
ITS SUCCESSORS OR ASSIGNS FOR INGRESS AND EGRESS IN THE  
INSTALLATION AND MAINTENANCE OF SANITARY SEWERS AND WATER  
MAINS AND THEIR APPURTENANCES. NO PERMANENT STRUCTURES  
MAY BE ERECTED ON ANY PART OF THESE EASEMENTS.

DIMENSIONS ON CURVES ARE CHORD MEASUREMENTS UNLESS  
OTHERWISE NOTED.

52

1

352.35'  
S 68°32'14" E

204.46'  
S 22°45'22" E

401.21'  
S 29°23'33" E

338.35'  
S 49°21'14" E

SECTION OF 20' CENTERLINE, CENTER EASEMENT

SECTION OF 20' CENTERLINE, CENTER EASEMENT

RECORDED  
LAWRENCE & CO.  
COUNTY 1, DISTRICT  
NO. 5712-101

1992 MAY 28 PM 3: 34

*William L. ...*

JUDGE OF PROBATE



Exhibit "A" to Easement

from Marlumco Investments Ltd to Alabama Power Co  
S. R. P. 1258 P. 524

5-4349

EASEMENT - UNDERGROUND

STATE OF ALABAMA

COUNTY OF Montgomery

RLPY 1258 PAGE 0524  
W. E. No. 63100-08-00381-1

Parcel No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That Marlumco Investments LTD.

as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration, to Grantor in hand paid by Alabama Power Company (the "Company"), a corporation, the receipt of which is hereby acknowledged, do hereby grant to 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 hatched on the attached drawing) its successors or assigns, all conduits, cables, transformers and other appliances and facilities useful or necessary in connection therewith, for the underground transmission and distribution of electric power and for underground communication service upon, under and across the following described real property situated in Montgomery County, Alabama (the "Property"), to wit:

County Downs Plat No. B-A as recorded in Plat Book 40 at Page 10 in the Office of Judge of Probate, Montgomery County, Alabama. Being situated in the Northeast 1/4 and the Northwest 1/4 of Section 14, Township 16 North, Range 16 East.

See Exhibit "A" attached in Plat BK 40 / 29

This instrument prepared in Southern Div. Real Estate Dept. of Alabama Power Co. Montgomery, AL.

GRANTEE'S ADDRESS  
ALABAMA POWER CO.  
P.O. BOX 160  
MONTGOMERY, AL 36101

By A. Wyckoff

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 and above said facilities.

TO HAVE AND TO HOLD such easement to Company, its successors and assigns, forever.

IN WITNESS WHEREOF, we have set our hand(s) and seal(s) this the 25 day of JUNE, 1992

WITNESS:  
Ray B. Beach  
Ray B. Beach  
Ray B. Beach

GRANTOR(S): Marlumco Investments LTD.  
Warren B. Marshall (SEAL)  
Ken M. Sims (SEAL)  
John C. Marshall (SEAL)  
James B. Marshall, Jr. (SEAL)

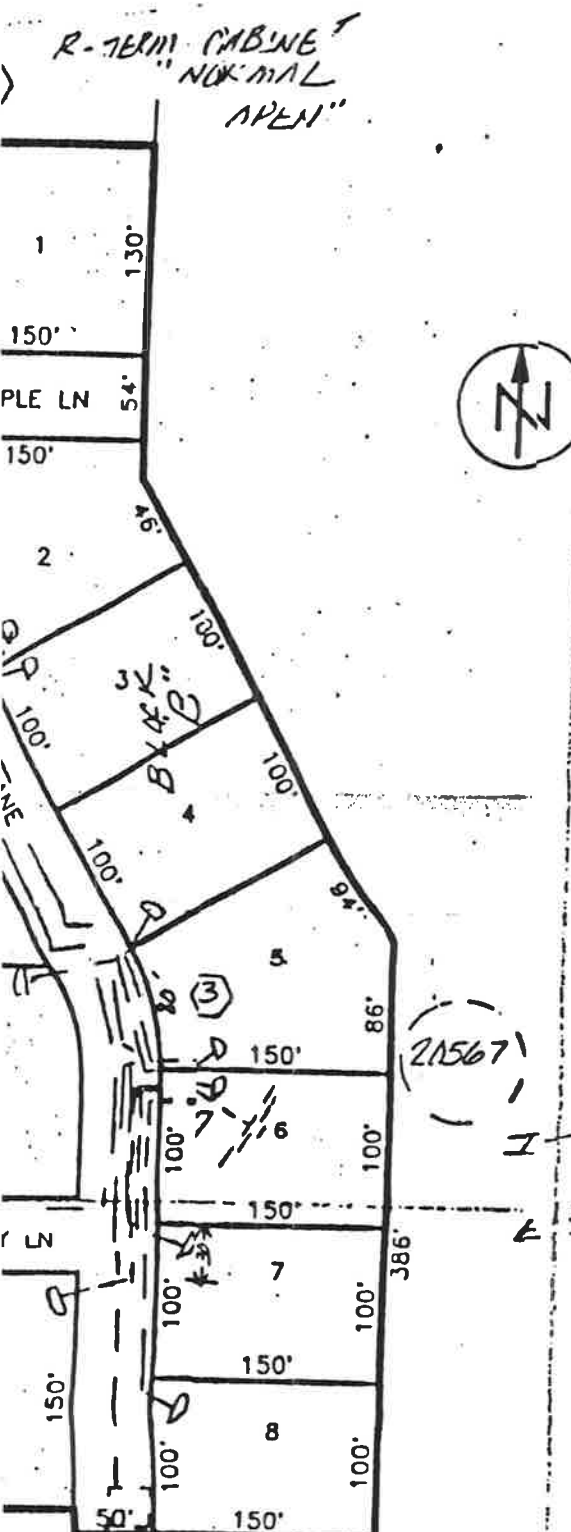
IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by its President, \_\_\_\_\_, who is authorized to execute this conveyance, has hereto set its signature and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

ATTEST:

By: \_\_\_\_\_  
Its Secretary

By: \_\_\_\_\_  
Its President

J-1415



NOTES

- 1) CROSSINGS TO BE INSTALLED BY DEVELOPER.
- 2) ALL PRIMARY AND SECONDARY CROSSINGS ARE TO BE INSTALLED IN 3" PVC PROVIDED BY DEVELOPER.
- 3) ALL PRIMARY TO BE 1 1/2" MIN 15 KV (UNLESS DENOTED)
- 4) ALL SECONDARY 2 # 4/0 AND 1 1/2" MIN 50.0 V
- 5) AT 107 #1 BLOCK 'B'  
MAX VD = 2.3%  
MAX FLICKER = 4.79%



S-14  
T-16N  
12-18E

FUTURE  
EXTENSION  
SHOWN ON  
P.LAT MAP

WE# 631M-18-10391

ALABAMA POWER COMPANY	
DATE: 11/11/11	UTG
STATE OF ALABAMA	
I, the undersigned, being a duly qualified and sworn public official of the State of Alabama, hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Alabama Power Company.	