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11. NO STEDCTURE OF A TEPOGRAFI CHARACTER, TRAILER, BASEGRY, TENT, SHACK, GARAGE, BARN, OR OTHER COTEUTIDING SHALL BE USED AT LINT TIPO AS A RESIDENCE LITTURE TEPOGRAFIELD OR PERMANENTLY. 12. NO SÍCH OF ANT EIND SHALL BE DISPLAYED TO THIS PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FOOT, ONE SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THAN PIVE SQUARE FEET ADVERTISHED THE PROFESSIONAL SIGN OF NOT MORE THE PROFESSIONAL

13. NO OIL DEPLIES, OIL DEVELOPMENT OPERATIONS, OIL REPURISO, QUARTERY OF MENING OPERATIONS OF ANY MIND SHALL BE PREMITTED UPON OR IN ANY LOT, NOR SHALL WELLS, TANKS, TURNELS, NUMBERAL RECENTAGES OF SHAPTS BE PERMITTED UPON OR IN ANY LOT. NO DEPLIES OF OTHER STRUCTURE DESIGNED FOR USE IN SOCIENC OIL, OR MATURAL OAS SHALL BE EXECUTED, MAINTAINED, OR PARMITTED UPON ANY LOT.

11. BO ANDRES, LITERIOTE, OR POLICET OF ANT KIND SHALL BE RAISED, BEED, OR HAVE GOT ANY LOT. ELCEPT THAT DOGS, CATS OR OTHER HOSSIENCED PATS HAS BE HEFT PROVIDED THAT THEY ARE NOT EXPT, DOGS, CATS OR OTHER HOSSIENCED PATS HAS BE HEFT PROVIDED THAT THEY ARE NOT EXPT, 15. NO LOT SMALL BY USED OR MAINTAINED AS A DUNTING GROUND FOR RUBBISH, TRASH, CARRATE OR OTHER WAS THE STORAGE OR DISPOSAL OF SUCH NATURIAL SHALL BE REFT IN A CLEAN AND SANITARY CONDITION. E SHALL NOT BE EEPT IN SANITARY CONTAINERS. ALL INCINIDATORS OF OTHER EQUIPME

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APPROVED BY MUNTOCKERY COURTY ENGIN ON S. A. D. MITE 11/6/80

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MP 0510 PME 0472

THIS AURELEMNI VETACES TO THE County Downs & 8

Subdivision recorded in Man Book 30 , Page 90 , in the Office of the Judge
of Probate of Montgomery County, Alavana. Data in the foregoing sentence has
been supplied subsequent to the date of this agreement.

ALABAMA POWER COMPANY AGREEMENT FOR UNDERGROUND RESIDENTIAL DISTRIBUTION

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 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

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 which said amount represents the Company's estimated cost of the underground distribution system in excess of the estimated is equal to \$ 1,090.80 cost of an overhead distribution system, both of said cost enleulations 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 enniversary of this agreement and pursuant to the terms and conditions herein contained.

NCW, 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

In the event the subdivision plat recorded subsequent to the date bereaf 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 a talan arang memberan dan sa

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.

- 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 saib 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.
 - 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.

....

- 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 and his in Company's opinion will interfere with Company's installation of the underground distribution aystem.
 - 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 plus \$__1a38_ ground 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 dwellin constructed on each lot in said subdivision.

- 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 let owner as follows:
- A. If permanent electric service is established prior to the intimate anniversary of this agreement:
 - (investment to revenue ratio) and subtract \$ 350.00 (average cost of an equivalent overnead 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 1(2) of this Paragraph 8, whichever is less.
 - 3. 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.

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Determine the amount of the lot owner payment according 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 S, whichever is less.
- 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 broskers) serving outdoor metering trough or housepower box (exclusive of circuit broskers) serving each said residence, and said underground distribution system provided by Company will not in any way be considered a ricture or fixtures and thereby a part of said that 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 Zand and shall run with the land and shall be binding on Company and Developer, their respective heirs, executors, administrators, successors Company and Developer, their respective heirs, executors, administrators, successors and assigns.
- 16. Any written notice to the Company provided for hardin 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

2663 Burkeleun Dr., Hontgomery, Ala., 36111 Tricon Development, addressed to_

11. If the Developer has not paid to the Company the total amount of 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 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 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 the Company to begin construction to the Company shall have the option to cancel 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.

agreement on the day and you	3	ALADAMA DOWER COMPANY
ATTEST:	ÿ	11110
		BY Wice Procident
Secretary		
* 8	B 1 2 4	Tricon Development
ATTEST:		Walson Of Brown
, <u> </u>		BY James & Marshall

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STATE OF ALADAMA
JEFFERSON COUNTY) I; Margaret N. Conradi , a Notary Public in and for said
Ti Margaret N. Conraus
County, in said State, hereby certify that S. H. Booker
County, in said State, hereby contact of Alabama Power Company, a corpora-
foregoing agreement, and who is known to all,
hadan informed of the contents of the
before me on this date that, being intotal the same voluntarity for and as such officer and with full authority, executed the same voluntarity for and
as the act of the corporation.
as the act of the corporation. Given under my hand and official seal, this the19thday of Sept
1980_
Margaret M. Connade_ Notary Public
Notary Public
STATE OF ALABAMA
Montgomery COUNTY)
walliam N. Roqueen, Jr. , a Notary Public In and
County, in said State, hereby certify that
of Tricon povozo
whose name as Partner of Tricks and who Partnership is signed to the foregoing agreement, and who
The hours informed of the some
Is known to me, acknowledged before me on this date that, being informed of the con-
tents of the agreement, he, as such officer and with full authority, executed the
the corporation.
Given under my hand and official seal, this 15th day of September
Given under my hand and
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cable television service on sain leave significant and leave significant saint leave significant saint leave significant saint leave significant saint saint leave significant saint saint leave significant saint leave signi	the inderground wires or consistent for the benefit of all a said subdivision for the m	tot owners and permit Alabam ulual benefit of all lot owners and lot until such owner (1) no	therein, no owner of any lot within stiffes Alabama Power Company that
3. Alabama Power Company, its	aid service entrance facilit	state, but will re nain personal	nany, its successors and assigns, in
considered a fixture or fixtures and assigns. Company, its successors and assigns, accordance with applicable Rules and 4. These covenants and restriction Alabama Power Company, the under the constant and restrictions shall in no	Regulations filed with and	benefit the land and shall run	with the land and of the foregoing
accordance with approximate and restriction 4. These covenants and restriction on Alabama Power Company, the under covenants and restrictions snall in no IN WITNESS WHEREOF, this	way affect any other provi	sion contained herein.	September 19 00
covenants and restrictions shall in the	: -terment has been ex	reculed this 15th day of	n-welent 4
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STATE OF ALABAMA	(
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Montgomery CO	JUNIT)	Notary Public in a	nd for said County, in said State, hereb se name as
William	N. McQueen, or	, a Notary Public in o	se name as
tomas	B. Parshalls		The same of the same
certify that	240 00000	Twiden betstephen	tknowledge before me on this date that executed the same woluhtarily for and it
Fartnerskin signed to the form	enging restrictive covenants	and who is known to the said with full authority.	executed the same about
a signed to the total	he agreement, he. as such	officer and min	S 80' /)
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William	ment For Underground Natioential Distribution in Subdivisions	Mabama Power 21
BIATE (OF ALABAMA	
MO	UNTGOMERY COUNTY	
THIS	B AGREEMENT made and entered into this the 151 day of _ May	by at
between	n Alabama Power Company, a corporation (herainalter referred to as "Company"), andHAR	LUNCO_INVESTMENT_
LIH	HITED (hereinafter referred to as "De	veloper'), the Developer
	UNTY DOWNS PLAT IS and the Subdivision; a	consisting of15_ lot
WHE	FREAS, Developer is the owner of the hereinafter described subdivision and is desirous of by means of Company's underground distribution facilities for homes to be constructed of teld subdivision, and	of obtaining electric utility all fole to be develope
MOGREPHO	PEAS, the underground distribution system required to serve homes on all tots within as ound cables, surface transformers, underground service laterals and outdoor metering trough (REAS, Company is willing to provide electric service by means of an underground dis	e end
MASIO DEI	er complies with the terms and conditions hereinafter set forth and REAS, Company has received end accepted (Check (A) or (B) whichever is applicable)	trioonon system provide
□ A.	Two copies of a plat approved by approvidate governmental authority subdividing Develop and designating street names and a number for each tot, dedicated essement with layou and drainage, minimum building set-back dimensions, and proposed building lines, which	to for all satisfies come
	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	n its files as an autibit to the
	agreement; (To be utilized only when governmental requirements preclude the use of option A.) To which preliminary approval has been received from appropriate governmental authority Developer's real setate into lots and designating block numbers, street names and a numb essements with layouts for all utilities, sewers and drainage, minimum building set-back building lines, which said plat is attached hereto and for which the shall of said said.	we copies of a plat for the subdivision of the subdivision of the subdivision of the subdivision which is linear
	approved and recorded in Map Book 30., Page 10., in the office of it be supplied subsequed to the derit of this Agreement in the event the subdivision plated the best better than the subdivision plated the best contains changes from the preliminary plated thereto which require system, the Developer shell pay for any increases in the coal of the required installation made within ten days after the effect of such change here been determined, or if no paceloper, such payment shall be reflected in the notice to Developer that payment is due; are	efor. The recorded plat wi I recorded subsequent t 6 changes in the electri 5. Buch payment shall b
WHE	EREAS, Developer has filed for record restrictive covenants requiring all lot owners to install electric arground Residential Distribution Program; and	service in accordance wit
WHE	EREAS, Developer's total installation payment under this agreement is equal to $s=\frac{6,375,00}{\text{ps}}$, where $r=\frac{6,375,00}{\text{ps}}$ is estimated cost of the underground distribution system in excess of the estimated cost both of said cost calculations being inclusive of individual lot service, and (Check if Applicable)	hich seid amount represent of an overhead distribution
L Co	onduit from lot line to final grade elevation at the meter location, as determined by the Company onduit for primary and secondary cables, as determined by the Company.	
Custome neter local renching eperate it sudential uste writt mployed	er or Developer shall furnish and install conduit, PVC schedule 40 or equal, from final grade elevition cation to the Company furnished, Developer installed, moter socket.) This payment also includes at a cost to include rock removel and requirements to obtain suitable backful from off site. The De item for other costs incurred by the Company over and above the costs generally associated with all distribution which is due principally to debris removal requirements, conduit requirements under station notice from the Developer as specified in paragraph five (5) below, trench depth requirements of by the Company, seeding and/or reseeding, sodding and/or resolding, or requirements for boring remoliced by the Company for underground residential trenching.	nticipated estimated excess valoper shall be billed as a trenching for underground test crossings due to inade
NOW erties as	V THEREFORE, in consideration of the premises and the mutual obligations hereinafter recited, it is s follows:	hereby agreed between the
1. (F Devel	(FILL IN APPLICABLE PROVISION) sloper will pay Company the total amount of the installation payment (9 6,375.00) within ten	(10) days from the date of

RLPT 1254 PAGE 0226

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 ferent, and home construction has not begin, and the Developer has not requested the Company to begin the construction of its facilities prior to the experience of 180 days from the date of this Agreement, the Company will involve the Daveloper for the total amount of the installation payment and the Developer shall pay the total amount of such involve within 10 days. The salter, of the Company shall have the option to care at this agreement. However, if the Developer has not met this site preparation represented as set forth herein, and home constituction has not begun, and the Developer has not requested the Company to begin construction of its facilities prior to the expression of 350 days from the date of the Agreement, the Company shall have the option to care if this agreement and refund to the Developer any monies collected. Pallurs to cancel this Agreement at the end of 360 days does not fortes the Company's right to cancel as future time.

670

- 2. Company will own install and maintain a single phase, underground afective distribution system, including surface mounted transformers, surface mounted enclosures which may contain electrical equipment such as sectionalizing devices, capacities regulators, etc., and underground cables and the 120/240 volt single-phase service lateral to the metor socket or service entrance for each residence in the said subdivision.
- 2 Developer agrees to grant Company right of way for the construction, operation, maintenance and remarks of its facilities ingelies with the right to ingress and egrees to and from such facilities and the right to keep clear any obstruction that might injure or an deeper said facilities.
- 4. The Developer shall notify each lot sweet (a) that there shall be no plants, shrubs, fences, wells, or other characterists in front of 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, thoses, grees or other plants caused by the Company is equipment or employees or the equipment or employees of any contractor as 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 intribution of the service entrance facilities and assistated internal wiring, (c) at their responsibility for installing the Company provided mater socket to Company specifications and providing and installing 2" for 200 amp or 3" for 400 amp schedule 40 PVC or equivalent gelvanued conduit from the mater socket to two (2) feet below finished grade.
- 5. The Developer shall give the appropriate Company District Supersymendent a minimum of sixty days written notice print to the commencement of the installation of any paving, streets, curbs, evidewalks, 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 essentent in which the underground equipment or conductors are to be located accessible to the Company's equipment, remove all obstructions and grade to within flour (4) inches of the final grade elevation. Streets, lot lines and essements shall be clearly marked by the Developer before Company's underground facilities are installed. All costs incurred by the Company due to improper or inselect all preparation as stated above shall be billed to the Developer as a separate item.
- 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 leteral 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 Alebama Public Service Commission.
- 8. The covenants set forth in paragraph three (3) and paragraph seven (7) above touch and concern and banefit the land and shall run with the land and shall be binding on Company and Developer, their respective hours, executors, administrators, successors, and assigns.

Alabema Power Company, Division Manager-Marketing.	244 DEXTER AVENUE			, Aleberna .	3610
written notice to Developer provided for herein shell	be addressed to MARLUHCO	INVESTME	NT LIMITE	D	
3201 BELL ROAD, MONTGOMERY, AL	36116		- 20		
IN WITNESS WHEREOF, each of the parties hereto have	executed this agreement on t	he day and ye	er first above t	written.	
WITHESS:					
ALABAMA POWER COMPANY	ALABAMA POW	CO COLUMN			
PERSONAL GOVERNMENT	ACABAMA FOR	1///	·N		
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Alabansa Power 🔬

TATE OF ALAHAMA			
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MONTGONERY COUNTY	1		
The same of the sa	30		
KNOW ALL MEN BY THESE	PRESENTS, THAT	Mari Arthur Alba Bib S	to See County
COUNTY D	CIRM LIVIT AG BOO AA A	ng described real selete in	
ubdivision as shown un the p	MUNICOHERY County	Alabama and	
WHEREAS the said undersig	ned numers are desirous of delet	blishing or placing the heretofore described subdivision if	nder certain restrictive ne adventages insured
penents to theurs the use of the ; other site owners	brotesta for suitective continues	purposes and warrant passinglians agreements and i	imitations which shall
pply in their entirety to all lots in all of said lots in said subdivis 1. The owners of lots within	the seld Subdivision and shall be tion Said subdivision will not siect of	grant to any person, firm or corporation the right, license	or privilege to erect or
usia (axcept such poles and ove usung granhead transmission t	rhead facilities as may be require facilities). Nothing herein shall b	se construed to prohibit overheed street lighting, or orn	emental yard lighting.
price to each house in said sub-	subdivision for the benefit of all division for the mutual benefit of read lot until such owner (1) not	lot owners and permit Alabama Power Company to install all lot owners therein, no owner of any lot within said sub- rities Alabama Power Company Ital 4 inch cristruction. It its as Alabama Power Company requests in connection and of each lot and 31 othereits complies with the Rule.	proposed, (2) grants in with its construction,
peration, maintenance and rem Inderpround Residential Distrib	ution on file with and approved	by the Alabama Public Service Commission	tdoor metering trough
string each said house, and said	d service autrance racinities prov	and retain title to the bridgery company will not in any way be indeed by Alabam. I Puster Company will not in any way be shall pruperty belonging to Alabams Power Company, its a accessors and assigns, in accordance with applicable Rule	angless bns storesoon
ith and approved by the Alebei 4. These covenants and re-	ms Public Service Commission strictions touch and concern an	of benefit the lend and shall run with the land and shall be seasors and assigns. Invalidation of any one of the for	e binding on Alabami
estrictions shall in no way affect	it any other provision committee	154 110	972
IN WITHESS WHEREOF, IN	is instrument has been executed	MARLUNCO INVESTMENT LIMITED	, 10 25
		e al 8 19 11/11	
		Developer's Authorized Age	-4
		Developer's Authorized Apr	414
STATE OF ALABAMA			
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CONTRACTOR	1	38	
COUNT	; ;	, a Noter	Public in and for sai
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MPT 1254 PAGE 9231

Alabana Power

STATE OF ALAHAMA MONTCOHERY COUNTY THIS AGREEMENT made and entered into this the 155 day of May between Alabama Power Company, a corporation (hereinafter referred to as "Company"), and <u>MARLUMCO_INVESTMENT</u> (hereinafter referred to as "Developer"), the Developer of COUNTY DOWNS PLAT #8 and #5 164 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 WITHEBHETH WHEREAS, the underground distribution system required to serve homes on all lots within said subdivision will include derground 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 veloper compiles with the terms and conditions hereinabler set forth; and WHEREAS, Company has received and accepted [Check (A) or (B) whichever is applicable; A. Two copies of a plat approved Ly appropriate governmental authority subdividing Developer's real estate into lots and designating street names and a number for each lot, dedicated assement with layouts for all utilities, sewers and drainage, minimum building set back dimensions, and proposed building lines, which seld plat is recorded in Map Bluck Page In the office of the Judge of Probate of County, Alabama, a copy of which, se recorded, has been furnished to the Company to be retained in its lifes as an exhibit to this agreement. County, Alabama, a copy of which, set the country agreements agreement. If o 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 lote and designating block numbers, street names and a number for each lot, dedicated assements 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 recorded in Map Book 30. Page 10. In the office of the Judge of Probate of County, Alabama, will be substituted therefor. The recorded plat will be supplied subsequent to the dete of this Agraement. In the event the subdivision pital 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 covenents requiring all lot eviners to install electric ear inderground Residential Distribution Program; and ent under this agreement is equal to 9 <u>6 , 375 , 00</u>, which said amount represents did distribution system in excess of the estimated cost of an everhead distribution is of individual for service, and (Check if Applicable) WHEREAS, Developer's total installation payment to Compeny's estimated cost of the underground dis evation at the meter location, as determined by the Company I Conhit for primary ann secondary cereminal as destinated by the Company designated to control of provided the Company designated or location to the Company furnished. Developer installed, meter socket.) This payment also includes anticipated estimated excess thing cost to include rock removal and requirements to obtain suitable backfill from off sits. The Developer shall be billed as a rate tiem for other costs incurred by the Company over and above the costs generally associated with trenching for underground iential distribution which is due principally to debtis removal requirements, conduit requirements under street crossings due to inades a written notice from the Developer as specified in paragraph five (5) below, trench depth requirements different from that generally encountered to the company, seeding and/or reseeding, soding and/or resodding, or requirements for boring or additional equipment not rally 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 1. FILL IN APPLICABLE PROVISION)

Agreement For Underground Residential Distribution in Subdivision

ALPY 1254 PAGE 0232

t, and if the Developer has not met the situ-systoper has not requested the Company in Agraement, the Company will invoice the set amount of such invoice within 10 days velops has not sult has are preparation re-not requested the Company in he-jor con-ter Company shall have the option in care of If the Developer has not paid to the Company the total amount of the exist people attor requirements as set forth herem, and home construction has not been the coherence for the total amount of the installation payment and the Developer for the total amount of the installation payment and the Developer horeafter, put the Company shall have the option to cancel the agreement. In quement as set forth herem, and home construction has not begun, and it struction of its feel these print in the expression of 180 days from the date of this agreement and refuse the date of this agreement and refuse the date of this agreement and refuse the date of the expression of 180 days from the date of this agreement and refuse to the date of the expression of the date of the expression of the date of the expression of 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, stc., and underground cables and the 120/240-volt single-phase service lateral to the mater socket or service sittuics for each residence in the said subdivision.
- Developer agrees to grant Company right of way for the construction, epe either with the right to ingress and agress to and from such tacilities and the right to ger said facilities.
- 4. The Developer shall notify each lot owner (a) that there shall be no plants, shi ment and that the Company shall not be listle for any damages or destruction of any by the Company's equipment or amployees or the equipment or employees of any cortion maintenance or removal of the Company's facilities, (b) to obtain the meter took inscallation of the service entrance for titles and easier cared internal wring; (c) of the meter socket to Company's paulifications and providing and installing 2" for 200 ame tion maintenance or removal of the Compleny' installation of the service entrance familities an meter societ to Company specifications and p galvanised conduit from the mater socket to two
- galvanized conduit from the mater acuket to two (2) real below tritished grass.

 5. The Davisiper shall give the appropriate Company District Superintendent a minimum of sixty days written in commencement of the installation of any peving, streats, curbs, sidewalks, atc. After the expiration of 30 days from the prior hotice is reduced from 00 to 30 days. The Davisiper, prior to the Company's construction of the underground dis shall make the easement in which the underground equipment or conductors are to be located accessible to the Company are now all obstructions and grade to within four (A) inches of the final grade elevation. Streets, lot lines and easement me kind by the Davisiper before Company's underground facilities are installed. All costs incurred by the Company due adequate sits preparation as stated above shall be billed to the Davisiper as a separate item.
- 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 and 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 astate 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 accordence with the applicable Rules and Regulations approved by the Alabama Public Service Commission.
- 8. The covenants set forth in puragraph three (3) and personant 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

	HONTGOMERY				\$	
N WITNESS WHEREOF,	ach of the parties here	eto have executed	d this agreement or	n the day and	year first above	written.
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CERTIFY TO THE CALL 1002 JUN 10 PH 1: 19 04-10-92 384481 Charles of the

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TOTAL

DPR 44-16524 Nov. 8

MPT 1254 PAGE 0233 Alabama Power

estrictive Covenants				,	
TATE UI ALABAMA					
ONIGOHERY _ COUNTY					
KNOW ALL MEN BY THESE PRE	SENTS, THAT	wribed real setale :	n	HONTCOHERY	County.
COUNTY INIMA	LIVI 60 and . LL	The second secon			al Banhata of
havision as shown on the plat I	scorded in Map Book	PageT'L	in the	Office of the Judge	Or Princate of
HON	LUMERT COUNTY, AND		stofore described	subdivision under ce	rtain restrictive
wenants to insure the use of the prop	erry for amachite recommend		2000 CONTRACTOR		llade doidw ene
NOW THEREFORE, the underen					
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sisting overheed transmiss (in facili	or rebies			to install under	oround electric
2 In order to beautify said subdivis					
peration, maintenance and removal	on file with and approved by th	Alabama Public S	Service Commiss	ion.	metering trough
3. Alabama Power Company, II	vice entrance facilities provided I	by Alabama Power	Company will no	In any way be consid	
xtures and thereby a part of said fee	ema Power Company, its success	sors and assigns, in	eccordance with	applicable numeralist.	
ower Company, the undersigned.	y other provision contained here	in			92
IN WITNESS WHEREOF, this in	strument has been executed this	day of	_word_		10
		MARLUMCO	INVESTMENT	LIMITED	
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		7	Developer's	Cothorized Agent	
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County, in said State, hereby certify whose name as	met				
	ning matricilys covenants and wh	o is known to me, at	knowledged bel	ore me on this date the	t, being informe
of the contents of the agreement, in	, as socii dinico		e same voluntari	y for and as the act o	19
Given under my hand and offic	ini seel, this theday 0				
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STATE OF ALABAMA					
MONT TOWNEY COUNTY)	ann air			to and State by	water cartify the
EVERETT B		a Notary Public in	and for said Co	unty, in said State, h	
whose name(s)	_ signed to the foregoing restri	ctive covenents, an	d who	known to	me acknowled sity of the day t
before me on this day that, being it	formed of the contents of the ag-	reement,	9.00	uted the same volunta	ally on the day i
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		' /	2	B. D.	
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County Downs Plat No. 8A

NOTICE 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 DAY OF 11 19 72

H. KENNETH WHITE

ALABAMA REG. NO. 11176

PILGREEN and WHITE

Consulting Engineers

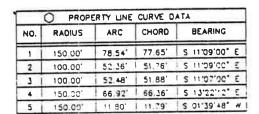
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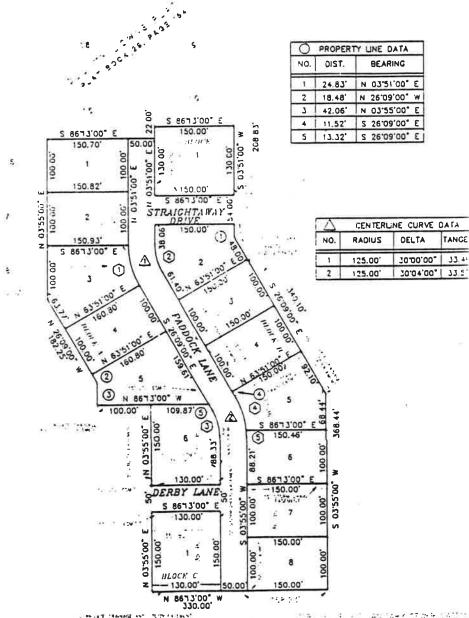
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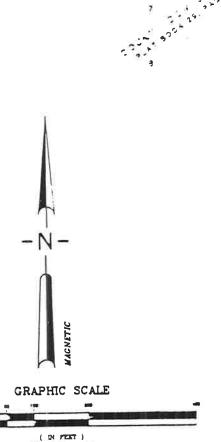
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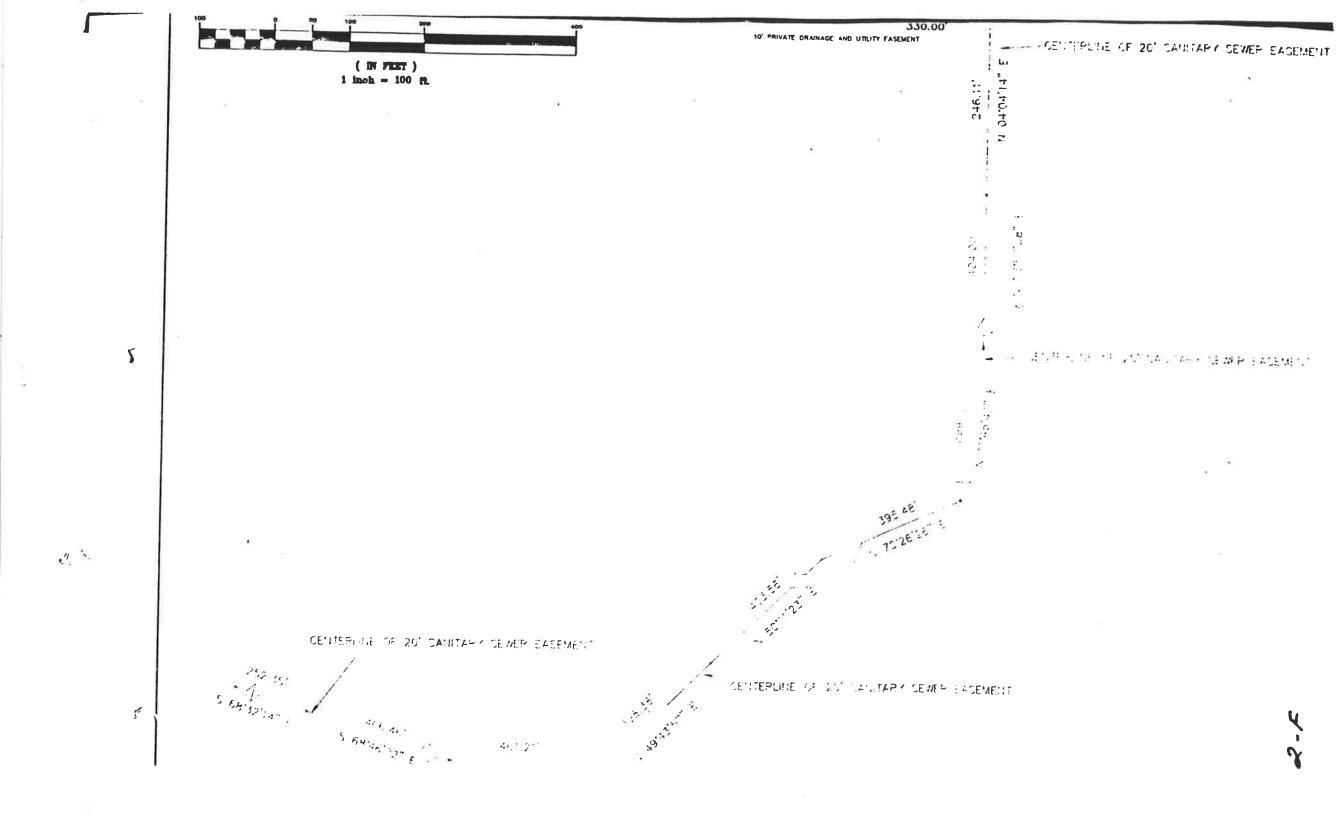
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PROTECTIVE COVENANTS

BY ADOPTION OF THIS PLAT, THE OWNERS OF ALL THE LOTS ENBRACED THEREIN, HEREBY ADOPTS THE FOLLOWING PROTECTIVE CONFINANTS 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 FLAT, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUGCESSIVE PERIODS OF TEN YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED ASPECING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PEPSONS MOLATION OR ATTEMPTING TO MOLATE ANY COVENANT, EITHER TO PESTRAIN MOLATION 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. WARSHALL, JR HAN M. SIMS, A MAJORITY OF THE COMMITTEE WAY DESIGNATE A STICCESSOR. 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 MITHORAW 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 ENJOHN 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 WINIMUM BUILDING SETBACK LINES SHOWN ON THE RECORDED FLAT. NO BUILDING SHALL BE LOCATED NEARER THAN 10 FEET TO AN INTERIOR LOT LINE, EXCEPT THAT A FIVE-FOOT MINIMUM SIDE YARD SHALL BE REPUITTED FOR A GARAGE OR OTHER PERMITTED ACCESSORY BUILDING LOCATED ON THE REAR ONE-QUARTER OF THE LOT. FOR THE PURPOSES OF THIS CO.EMANT, EAVES, STEPS, OPEN PORCHES, AND ORNAMENTAL PLANTING BOYES SHALL NOT BE CONSIDERED AS A PART OF A BUILDING PROMDED, 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 PESERVED ON OR WITHIN TWO FEET OF THE SIDE LOT LINES FROM THE FRONT LOT LINE TO THE BUILDING SETBACK LINE ONLY, TO PERMIT THE PLAUEMENT OF POWER POLES AND ANCHORS.

PROTECTÉVE 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 PRICR 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 OBNOXICUS 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 CUTBUILDING 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 MEW 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, QUARRYNG 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.
- 18. 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 PROFERTY 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 PAVENENT. 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 DIPECTION 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 PAPKED OR PLACED ON ANY LOT IN FRONT OF THE RESIDENCE OR BUILDING MISBLE 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)

	MOIA I GOMEKT COOKETT			
* ;	WE, MARLUMCO INVESTMENTS, LTD. , A LIMITED	PARTNERSHIP COMPOSED OF WARREN B. MARSHAI	L, NAN M. SIMS, JAMES B. MARSHALL, JR. , AND JOHN R. I BY ADOP'S SAID PLAT, MAP AND RESTRICTIONS ON THIS T	MARSHALL, JR., 1E
	DAY OF		Cures & Marshall !.	John R Wushall h
1	age tilinger i sta	Han Mi Lime	BY: JAMES B. MARSHALL, JR. AS GENARAL PARTNER	BY JOHN R. MARSHALL, JR., AS GENERAL PARTNER
BY: V	WARREN B. MARSHALL, AS GENERAL PARTNER	BY: NAN M. SIMS. AS GENERAL PARTNER	BY: JAMES B. MARSHALL, JR. AS SCHARLE PARTIES	
	STATE OF ALABAMA) MONIGOMERY COUNTY)			
E:	I, THE UNDERSIGNED AUTHORTY, A NOTARY POUNT OF THE CONTENTS VOLUNTARILY ON THE DAY THE SAME BEARS GIVEN UNDER MY HAND THIS THE	OF THIS INSTRUMENT, THEY, IN THEIR CAPACITY OF	REBY CERTIFY THAT WARREN B. MARSHALL, NAN M. SIMS, JA D., AND WHO ARE KNOWN TO ME, ACKNOWLEDGE BEFORE M AS GENERAL PARINERS WITH FULL AUTHORITY, EXECUTED TH NOTARY PUBLIC	MES B. MARSHALL, JR., IE ON THIS IS INSTRUMENT
20		HOUSEMAND COMMISSION	THIS PLAT HAS BEEN SUBMITTED	TO AND CONSIDERED BY THE MONTGOMERY COUNTY
	THIS PLAT HAS BEEN SUBMITTED TO AND COLOR MONTGOMERY, ALABAMA, AND IS APPROVE	NSIDERED BY THE CITY FLANNING COMMISSION ID BY SUCH COMMISSION.	ENGINEERING DEPARTMENT AND IS	S APPROVED BY SAID DEPARTMENT.
	THE MONTHSMERY CITY PLAYINING COMMISSION	1 _ 5-28-02	BY: FOUNT ENGINEER	DATE DATE
	A. L. WALLACE EXECUTIVE SECRETARY	DATE		

Y

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 INCRESS 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 INCRESS 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.

Z.D

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WINDE OF LEGISALS

RLPY 1258 PACE 0524 W. E. No. 63100-08-00381-1 EASEMENT - UNDERGROUND STATE OF ALABAMA COUNTY OF Montgomery KNOW ALL MEN BY THESE PRESENTS, That _____MATTUMCO_INVESTMENTS_LTD real property situated in <u>Montgos</u> County, Alabama (the "Property"), to wit: Montgomery County Downs Plat No. 8-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 A and the Northwest 1 of Section 14. Township 16 North, Range 16 Fast ERLY "A" TO HAVE AND TO HOLD & 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 ATTEST:

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+ 75 KVH 7.Z KV D.F.P.M

120/ 246V

WE# 63:M-08-0038

ALABAMA POWER COMPAN