SHELBY COUNTY    KNOW ALL MEN BY THESE PRESENTS, THAT  WHEREAS, the undersigned owners of record of the following described real estate in Shell by County Headows, Phase Three  Suddwiston as shown on the plat recorded in Map Book Phase Three  Suddwiston as shown on the plat recorded in Map Book Phase Three  Suddwiston as shown on the plat recorded in Map Book Phase Three  Suddwiston as shown on the plat recorded in Map Book Phase Three  Suddwiston as shown on the plat recorded in Map Book Phase Three  WHEREAS, the said undersigned owners are destrous of establishing or placing the herstoflore described subdivision under certar in estiticit outliers like owners.  NOW, THEREORE, the undersigned owners do herstore as destrous the stabilishing of placing the state of the color of the property to accuse the stabilishing of the color of the stabilishing of the	!	Restrictive Covenants						Alabai	na Power ==
HNOW ALL MEN BY THESE PRESENTS. THAT  WHEREAS, the undersigned owners of record of the following described real estate in		STATE OF ALABAMA	)						
WHEREAS, the undersigned owners of record of the following described real estate in She Iby County Madows, Phase Three Subdivision as shown on the plat recorded in Map Book 8 Page 171 in the Office of the Judge of Probate She Iby County Manama and County, Alanama and Whereas are an undersigned owners are desirous of establishing or placing the herotolore described undersigned owners are desirous of establishing or placing the herotolore described within a same advantages insure to other site owners.  Now THEREORE, the undersigned owners are desirous of establishing or placing the herotolore described where the same advantages insure to other site owners.  Now THEREORE, the undersigned owners are desirous of establishing or placing conditions, restrictions, coverants and limitations which as apply in their entirety to all tots in the said Subdivision and shall be included as a part of the consideration in transferring and conveying the text of the same of the property of the same and shall be included as a part of the consideration in transferring and conveying the text are promited to where the same and th		SHELBY COUNTY	)						
Albahama, to wit Lot D. Sunny Meadows, Phase Three Subdivision as shown on the plat recorded in Map Book 8 Subdivision as shown on the plat recorded in Map Book 8 Subdivision as shown on the property for affractive residential purposes and thereby to secure to sach alte owner the same advantages insure to other site owners.  NOW. THEREFORE, the undersigned owners do hereby adopt the following conditions, restrictions, coverants and timination which apply in their enterty to all to in the said Subdivision and shall be included as a price of the consideration in transferring and conveying this to a converted for the consideration in transferring and conveying this to a converted for the consideration in transferring and conveying this to a converted for the consideration in transferring and conveying this to a converted for the conditions of the conditions and the converted for electrical, telephone, or cable relations where the use of permit the surface of the consideration for electrical, telephone, or cable relations service on said in state (except such poles and overhead facilities as may be required at those places where distribution facilities never and assisted (except such poles and overhead facilities as may be required at those places where distribution facilities and assisted except such poles and overhead facilities as may be required at those places where distribution facilities and assisted except such poles and overhead facilities as may be required at those places where distribution and resident assistance of the control of the permit and the permit and the control of the permit and t					foltowing des	cribed reat esta	ate in	Shelby	Count
DIE DAY  WHEREAS, the said undersigned owners are desirous of establishing or placing the heretofore described subdivision under certain restrict. Owners to make the use of the property for stractive residential purposes and thereby to secure to each allo owner the same advantages insure the use of the property for stractive residential purposes and thereby to secure to each allo owner the same advantages insured to the control of the co		Alabama, to wit: Lot D. Su	nny M	leadows, Ph	ase Three		4 70 4		
WHEREAS, the said undersigned owners are desirous of establishing or placing the heretofore described subdivision under retrain restrict to coverants to other site owners.  NOW. THEREFORE, the undersigned owners do hereby adopt the following conditions, restrictions, coverants and limitations which the apply in their entirety to all lobs in the said Subdivision and shall be included as a part of the consideration in transferring and conveying list to a converse of lots within said subdivision will not erect or grant to any person, lim or corporation the right, ticense or privilege to erect use or permit the use of overhead varieties and potential of any kind for electrical, telephone, or cabbe television service on said or state (except such poles and owners of lots within said subdivision) within the said subdivision described to prohibit overhead transmission facilities, Nothing herein shall be constitued to prohibit overhead street legislation, or constituent as a subdivision of the permit of all lot owners and permit abbara may be expected to each house in said subdivision of the hereif of all lot owners and permit abbara may be constituted to prohibit overhead street legislation, or constitution of any house on any said of until such owners (1) intolers abbara and Power Company is successors and assigns, will retain the to the underground service lasteral and excess and subdivision of any house on any said of until such owners (1) intolers abbara and Power Company with the Rules and Regulations: Underground Residential Distriction on the mutual benefit of each lot, and (3) otherwise complies with the Rules and Regulations withing to Abbarra Power Company, its successors and assigns, will retain title to the underground service lasteral and outdoor metering from Underground Residential Districtions to the foregoing controlled by the Abbarra Power Company, will not in any way be considered a faster to the underground service lasteral and outdoor metering from the subdivision of the contents of the agreement,			lat reco	orded in Map Bo		• •	1/1	., in the Office of the	e Judge of Probate
NOW. THEREFORE. the undersigned owners do hereby adopt the following conditions, restrictions, covenants and finitations which as pally in their entrety to all tools in the asid Subdivision and shall be included as a part of the consideration in transferring and conveying the toal or all of said lots in said subdivision will not erect or grant to any person, lim or corporation the right, ticens or privilege to erect use or permit the use of vermited and view, poles, or overhead facilities of any knot for electrical, telephone, or cable such poles and overhead facilities as may be required at those pieces where distribution facilities enter and leave said subdivision or substance of the properties of the p		covenants to insure the use of the p to other site owners.	property	for attractive res	idential purpo:	ies and thereby	r to secure to	each site owner the sa	ime advantages insur
use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical, telephone, or caste felevision service on sating state (except such poles and overhead facilities) with poles and overhead facilities as my be required atmose places where discription in activities and ease satisfation was sting overhead transmission facilities). Nothing herein shall be construed to prohibit overhead street lighting, or ornamental year lighting such commendations and the provided of the poles		apply in their entirety to all lots in t or all of sald lots in said subdivisi 1. The owners of lots within:	th <b>e s</b> aid ion: said sub	Subdivision and division will not	shall be include erect or grant t	ed as a part of l o any person, !	the consider firm or corpo	ration in transferring ar oration the right, licens	ta conveying title to ai se or privilege to erect
2. In order to beautify said subdivision for the benefit of all foll owners and permit Alabama Power Company to intell underground elect service to seek house in said subdivision for the mutual benefit of all into womers therein, no owner of any foll within said subdivision to its membrane part of the mutual benefit of all into womers therein, no owner of any foll within said subdivision to its proposad. (3) grants writing to Alabama Power Company that such construction is proposad. (3) grants writing to Alabama Power Company that such construction is proposad. (3) grants writing to Alabama Power Company and the such and approved by the Alabama Power Company with the Rules and Regulations.  3. Alabama Power Company, its successors and assigns, will retain title to the underground service lateral and outdoor metering trous serving each said house, and said service entrance facilities provided by Alabama Power Company will not in any way be considered a fixture structure and thereby a part of said real statistic, but will remain personal properly belonging to Alabama Power Company, its successors and assigns, and contained meters and the subject to remove by Alabama Power Company, its successors and assigns, in accordance with applicable Rules and Regulations fit with and approved by the Alabama Public Service Commission.  4. These covenants and restrictions touch and concern and benefit the fand and shall be fulled and and shall be binding on Alabama Power Company, its successors and assigns, invalidation of any one of the foregoing covenants a restrictions shall in no way affect any other provision contained herein  IN WITNESS WHEREOF, this instrument has been executed this.  STATE OF ALABAMA  STATE OF ALABAMA  STATE OF ALABAMA  And STATE OF ALABAMA  STATE OF ALABAMA  And STATE OF ALABAMA  STATE OF ALABAMA  And STATE OF ALABAMA  Signed to the foregoing restrictive covenants, and who is known to me, acknowledged before me on this date that, being inform of the contents of the agreement, he as a successor and ass		use or permit the use of overhead estate (except such poles and ove existing overhead transmission for	wires, p rhead fa acilities)	poles, or overhea scilities as may be ). Nothing herein	id facili <b>ties</b> of a requir <b>ed a</b> t the	iny kind for ele ise places whe	ectrical, tele re distributio	phone, or cable televis on facilities enter and le	sion service on said re eave said subdivision,
construction of any house on any said lot until such owner (1) notilities Alabama Power Company that such construction is proposed, (2) grants writing to Alabama Power Company region with its construction operation, maintenance and removal of underground service listeral of each lot, and (3) otherwise complies with the Rules and Regulational Construction on the with and approved by the Alabama Power Company (and the Rules and Regulational Alabama Power Company lot) of the Rules and Regulational Construction of the Rules and Regulational Constructions and the Rules and Regulational Construction of the Rules and Regulations for with and approved by the Alabama Power Company, its successors and assigns, in accordance with applicable Rules and Regulations for with a proposed by the Alabama Power Company, its successors and assigns, in accordance with applicable Rules and Regulations for with a proposed by the Alabama Power Company, its understoned the Rules and Regulations for with a proposed by the Alabama Power Company, the understoned the Rules and Regulations for with a proposed by the Alabama Power Company, the understoned the Rules and Regulations for the Rules and Regulations		where serviced by underground v  2. In order to beautify said s	vires or Jubdivis	cables. ion for the benef	it of all lot own	ers and permit	Alabama Pe	ower Company to insta	all underground electr
operation, maintenance and removal of underground service lateral of each lot, and (3) otherwise complies with the Kulles and purposed 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 troughts and the best of the contract facilities provided by Alabama Power Company, its successors and assigns, will retain title to the underground service lateral and outdoor metering troughts and the best of the contract facilities provided by Alabama Power Company, the underground service lateral facilities and the best of the contract facilities provided by Alabama Power Company, the underground service lateral facilities and the best of the contract facilities and the best of the contract facilities and the lateral facilities and facilities and lateral facilities and facilities a		construction of any house on any writing to Alabama Power Comp	said lot sanv su	until such owner chirights and ea	(1) notifi <b>es</b> Al: sements as A	ibama Power ( abama Power	Company the Company i	at such construction is requests in connection	proposed, (2) grants n with its constructio
serving each said house, and said service entrance facilities provided by Alabama Power Company will not in any way be considered a traction flutures and thereby a part of said real estate, but will remain personal property belonging to Alabama Power Company, its successors and assigns, in accordance with applicable Rules and Regulation still with and approved by the Alabama Public Service Commission.  4. These covenants and restrictions touch and concern and benefit the fand and shall run with the land and shall run with the tend and shall be binding on Alabam Power Company. Its understings covenants a restrictions shall run on way affect any other provision contained herein  IN WITNESS WHEREOF, this instrument has been executed this.  STATE OF ALABAMA  STATE OF ALABAMA  STATE OF ALABAMA  STATE OF ALABAMA  SHALL SHELBY CO.  STATE OF ALABAMA  A Notary Public in and for said County, in said State, hereby certify the 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 inform of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarity for and as the act of the corporation of the contents of the agreement, he as the contents of the agreement, he as the contents of the agreement, he are such officers and with full authority, executed the same voluntarity on the day same beauty patients.  Given tables with a such officers and with full authority executed the same voluntarity o		operation, maintenance and remo	oval of unition on	underground sen I file with and ap	vice lat <b>eral</b> of proved <b>by</b> the	each fot, and () Alabama Publ	3) otherwise lic Service (	s complies with the Ru Commission.	les and Regulations to
and will be subject to removel by Alabama Power Company, its successors and assigns, in accordance with applicable Nules and Regulations Its with and approved by the Alabama Public Service Commission.  4. These coverants and restrictions touch and concern and benefit the land and shall be binding on Alabam Power Company, the undersigned, their respective heirs, successors and assigns. Invalidation of any one of the foregoing coverants are restrictions shall in no way affect any other provision contained herein.  IN WITNESS WHEREOF, this instrument has been executed this.  STATE OF ALABAMA  STATE OF ALABAMA  1984 JUN 22 AM 8 33  STATE OF ALABAMA  1984 JUN 22 AM 8 33  STATE OF ALABAMA  1984 JUN 22 AM 8 33  STATE OF ALABAMA  1984 JUN 22 AM 8 33  County, in said State, hereby certify that 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 inform of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarity for and as the act of the corporation of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarity for and as the act of the corporation of the contents of the agreement, and the same voluntarity for and as the act of the corporation of the contents of the agreement, and who is known to me, acknowledged before me on this date that, being inform of the contents of the agreement, and who is known to me, acknowledged before me on this date that, being informed the corporation of the contents of the agreement, and who is known to me, acknowledged before me on this date that, being informed the corporation of the contents of the agreement, and who is known to me, acknowledged before me on this date that, being informed the corporation of the contents of the agreement, and who is known to me, acknowledged before me on this date that, being informed the corporation of the contents of the agreement, and the corporation of the co		serving each said house, and said	service	entrance faciliti	es provided by	· Alabama Pow	rer Compan	y will not in any way be	e considered a fixture
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