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Shelby Cnty Judge of Probate, AL
07/31/1978 10:44:00 AM FILED/CERT

OPR 44-2852-0

STATE OF ALABAMA)
)
SHELBY COUNTY)

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned owners of record of the following described real estate in Shelby County, Alabama, to wit: Kerry Downs, 1st Addition Subdivision as shown on the plat recorded in Map Book 7 Page 73, in the Office of the Judge of Probate of Shelby 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 Kerry Downs, 1st Addition Subdivision and shall be included as a part of the consideration in transferring and conveying title to any or all of said lots in said subdivision:

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

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

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

4. These covenants and restrictions touch and concern and benefit the land and shall run with the land and shall be binding on Alabama Power Company, the undersigned, their respective heirs, successors and assigns. 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 7th day of June, 19 78.

2154 Trading Corp. d/B/A Inverness
Sketch Properties of Alabama, Inc. as Mgr.
By Howard B. Nelson Jr. for
Vice President OWNERS

STATE OF ALABAMA)
)
Shelby COUNTY)

Howard B. Nelson Jr., a Notary Public in and for said County, in said State, hereby certify that Howard B. Nelson Jr., whose name as Vice President, of Sketch Properties of Alabama, Inc. 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 and as the act of the corporation.

Given under my hand and official seal, this the 7th day of June, 19 78.

Anita Calvert Hyde

NOTARY PUBLIC
My Commission Expires July 22, 1980.

STATE OF ALABAMA)
)
SHELBY CO.)
I CERTIFY THIS)
INSTRUMENT WAS FILED)
COUNTY)

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

Given under my hand and official seal, this the 7th day of June, 19 78.

Rec. 1.50
Ind. 1.00
2.50

NOTARY PUBLIC

Return to

TE Hunt
Ala. Power
1550 20th St
Bham 35233

3288

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