

RESTRICTIVE COVENANTS

STATE OF ALABAMA)
)
SHELBY COUNTY)

211

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: Mallard Pointe, except lot 46
Subdivision as
shown on the plat recorded in Map Book _____, Page _____, 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 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 over-
head facilities as may be required at those places where distribution facilities enter
and leave said subdivision, or existing overhead transmission facilities, or in con-
nection with the operation and maintenance of the electric distribution line, including
any additions or improvements thereto, which distribution line traverses lots 1 through
4 and 45 in said subdivision.) Nothing
herein shall be construed to prohibit overhead street lighting, or ornamental yard light-
ing, 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.

Return to TE Hunt
Ala Power
15 30 20th St
Bham 35233

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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 20th day of October, 19 86.

MALLARD POINTE PARTNERSHIP

Developers

Jack D. Harris
Ray L. Martin

Developer's Authorized Agent

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 MAR -3 PM 12:06

Thomas P. Shumaker, Jr.
JUDGE OF PROBATE

1. Recording Fee \$ 50.00

2. Indexing Fee 1.00

TOTAL 60.00

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STATE OF ALABAMA)

COUNTY)

_____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____, of _____, 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)

Shelby COUNTY)

Dale B. Groffers

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

Jack D. Harris and *Ray L. Martin* whose name(s) are signed to the foregoing restrictive covenants, and who are known to me, acknowledge before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 20th day of October, 19 86.

Dale B. Groffers
Notary Public

My Commission Expires July 29, 1990

