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RESTRICTIVE COVENANTS

STATE	OF	ALABAMA	:
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She1	bу		COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT

Sh		, the	undersig	ned owners Coun		of the fora, to wit			real	estate	ir
	•							<u> </u>	Subdi	vision	25
show	n on the	plat	recorded	in Map Boo	)k ((	, Page	e 59	, <u>i</u> r	the	Office	οf
		-	te of S					County, A	labama	; and	
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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, or in connection with the operation and maintenance of the electric distribution line, including any additions or improvements thereto, which distribution line traverses lots 102, 103, 117, 118, 122 and 123 in 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 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.

Redurn to TE Hunt
Ala Power
15 50 20th St
Blam 35233

A These coverants and	d restrictions touch and concern	and benefit the land and
-1-11 Lwas about and	whall he binding on Alabama FOW	er Company, the undersigned
their respective heirs, succ going covenants and restrict	cessors and assigns. Invalidations shall in no way affect any	other provision contained
herein.	•	35 <u>th</u>
IN WITNESS WHEREOF, the	is instrument has been executed a	this 25 day of
	Moore Developme	nt, Inc. velopers
	( ) all II	h - PARSIDEAT
	Developer's	Authorized Agent
		•
STATE OF ALABAMA }		•
Jefferson COUNTY)	Concerd	, a Notary Public in and to
County, in said State, hereby certify that -	JOHALD B. MOORE	
whose name as PRESIDENT	T.J.NC.	
	trictive covenants, and who is known to me, acknow the officer and with full authority, executed the same	ledged before me on this date that, being info voluntarily for and as the act of the corpo
Given under my hand and official seal.	this the 24th day of august	
	Patru Didn	ion Capeland
		Notally Public
	•	***************************************
		!
		!
STATE OF ALABAMA )	, a Notary Public in and f	or said County, in said State, hereby certi
STATE OF ALABAMA )  COUNTY )	and who	or said County, in said State, hereby certif
STATE OF ALABAMA )  COUNTY )  I,	ed to the foregoing restrictive covenants, and who of the contents of the agreement,	or said County, in said State, hereby certi
STATE OF ALABAMA )COUNTY )  i,sign before me on this day that, being informed	ed to the foregoing restrictive covenants, and who of the contents of the agreement,	or said County, in said State, hereby certif
STATE OF ALABAMA )  COUNTY )  I,	ed to the foregoing restrictive covenants, and who of the contents of the agreement,	or said County, in said State, hereby certification of the same voluntarily on the
STATE OF ALABAMA )  COUNTY )  i	ed to the foregoing restrictive covenants, and who of the contents of the agreement,	or said County, in said State, hereby certif
STATE OF ALABAMA )  COUNTY )  I,	ed to the foregoing restrictive covenants, and who of the contents of the agreement,	created County, in said State, hereby certification in the same voluntarily on the same voluntarily on the Notary Public
STATE OF ALABAMA )  COUNTY )  I,	ed to the foregoing restrictive covenants, and who of the contents of the agreement,  I, this the	notary Public  PECORDING FEES
STATE OF ALABAMA )  COUNTY )  i	state of ALA, SHELBY CO.  STATE OF ALA, SHELBY CO.  INSTRUMENT THIS FILTS  INSTRUMENT THIS FILTS  INSTRUMENT THIS FILTS	Notary Public  PECORDING FEES Recording Fee \$ 5.00
STATE OF ALABAMA )  COUNTY )  I,	state of ALA, SHELBY CO.  STATE OF ALA, SHELBY CO.  INSTRUMENT THIS FILTS  INSTRUMENT THIS FILTS  INSTRUMENT THIS FILTS	notary Public  PECORDING FEES