

(STATE OF ALABAMA)
(SHELBY COUNTY)

2012

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned are owners of record of the following described real estate in Shelby County, Alabama to wit: SouthLake, a multi-purpose development, as described on Exhibit "A", recorded with the Declaration of Protective Covenants of SouthLake (Residential) and the Declaration of Protective Covenants of SouthLake (Business) at Book 153 Page 395 and Book 160 Page 495, respectively, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the said undersigned owners are desirous of adopting certain other restrictive covenants related to the installation of underground electric service for the heretofore described development to further ensure the use of the property for attractive residential and commercial purposes and thereby to secure to each site owner the same advantage ensured to other site owners.

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NOW, THEREFORE, the undersigned owners do hereby adopt the following conditions, restrictions, covenants and limitations which shall apply independently and in their entirety to all properties within the said SouthLake Development that are or at any time will become subject to the referenced Residential and Business Protective Covenants and shall be included as a part of the consideration in transferring and conveying title to any or all of said portions in said development:

1. Electric service provided to all such properties shall be by means of an underground distribution system. The owners of such properties 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 and/or communication services 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. The overhead facilities shown on Alabama Power Company drawing C-61700-99-50117-01 are temporary and shall be removed upon completion of the final grading for this site.

2. In order to beautify said development for the benefit of all property owners and permit Alabama Power Company to install underground electric service to each building in said development for the mutual benefit of all property owners

Return TE Hunt
Ala Power
15 So 20th St

therein, no owner of any parcel within said development will commence construction of any building on any said parcel 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 applicable Rules and Regulations on file with and approved by the Alabama Public Service Commission.

3. Electric service voltages available to each commercial property owner shall be three phase, four-wire 120/208 volts to a maximum of 1,000 KVA or 277/480 volts to a maximum of 2,500 KVA. Single phase 120/240V three-wire electric service may be available at selected commercial sites as determined by the Utility. Service voltage to all residential and apartment developments shall be single phase three-wire 120/240V with a maximum transformer size of 167 KVA. When two or more parcels are served from a single transformer, the service voltage provided to the initial parcel shall establish the service voltage to the remaining parcel(s).

4. Alabama Power Company, its successors and assigns, will retain title to the underground service and outdoor metering troughs serving each said building and said 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.

5. To the extent that the covenants stated herein conflict with previously recorded covenants for SouthLake, the covenants stated herein shall govern, superseding as necessary the previously recorded covenants. Specifically, the covenants stated herein shall not be subject to amendments, modifications, rescission or expiration without the express written agreement of Alabama Power Company.

6. These covenants and restrictions touch and concern the benefit of 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 10th day of March, 1988.

SOUTHLAKE PROPERTIES, AN
ALABAMA GENERAL PARTNERSHIP

ATTEST;

By: ARONOV DEVELOPERS, INC.,
Its General Partner

By: _____
Its Secretary

By: Joe F. Aronov
Its President

ATTEST;

By: RIME DEVELOPERS, INC.,
Its General Partner

By: Andrea Mucci
Its Secretary

By: Harold Riffe
Its President

THIS INSTRUMENT PREPARED BY:
Steven G. McKinney
Balch & Bingham
P. O. Box 306
Birmingham, Alabama 35201

(STATE OF ALABAMA)
(SHELBY COUNTY)

I, Sherrey A. Owens, a Notary Public in and for
said County, in said State, hereby certify that Joe F. Aronov
whose name as President, of ARONOV
DEVELOPERS, INC., a 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, 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 10th
day of March, 1988.

Sherrey A. Owens
Notary Public
9/3/89.

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(STATE OF ALABAMA)
(SHELBY COUNTY)

I, Sandra Mace, a Notary Public in and for said County, in said State, hereby certify that Harold W. Kipp, whose name as President, of RIME DEVELOPERS, INC., a 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 for and as the act of the corporation.

Given under my hand and official seal, this the 14th day of March, 1988.

Sandra Mace
NOTARY PUBLIC

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

88 APR 29 AM 11:06

HOOVER DOCTORS GROUP, INC.

Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

By Larry G. Deep

Its Deen

RECORDING FEES

Recording Fee	\$10.00
Index Fee	1.00
TOTAL	\$11.02

(STATE OF ALABAMA)
(SHELBY COUNTY)

I, Lisa W. Arrington, a Notary Public in and for said County, in said State, hereby certify that Larry G. Deep, whose name as Treasurer, of Hoover Doctors Group, Inc., a 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 for and as an act of the corporation.

Given under my hand and official seal, this the 1st day of April, 1988.

Lisa W. Arrington
NOTARY PUBLIC 3/28/92