Restrictive Covenants

Alabama Power

Shelby COUNTY, ALABAMA

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: 1st Sector of the Highland Lakes Subdivision as shown on the plat recorded in Map Book 17, Page 47 A,B,C,D,E, 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 lot owner the same advantages insured to other lot 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). 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. Further, no plants, shrubs, fences, walls or other obstructions shall be placed in front of or within 3 feet of any side of any pad-mounted equipment and Alabama Power Company shall not be liable for any damages to or destruction of any shrubs, trees, flowers, grass or other plants caused by the equipment or employees of the Company or its contractors engaged in the construction, operation, maintenance or removal of the Company's facilities. Appropriate meter locations must be obtained from Alabama Power Company prior to installing or relocating service entrance facilities and associated internal wiring. Owners must install meter sockets provided by Alabama Power Company to the Company's specifications and provide and install 2" (for 200 amp) or 3" (for 400 amp) schedule 40 PVC or equivalent galvanized conduit from the meter socket to 2 feet below finished grade.

3. Alabama Power Company, its successors and assigns, will retain title to the underground service lateral and outdoor metering socket 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. Invalidation of any one of the foregoing covenants and restrictions shall in no way affect any other provision contained herein.

IN WITNESS HEREOF, this instrument has been executed this day 23 of June, 1993.

Highland Lakes Development LTD
DEVELOPER

Douglas D. Eddleman
Developer's Authorized Officer or Agent

BY ITS GENERAL PARTNER EDDLEMAN Properties Inc.
BY ITS PRESIDENT Douglas D. EDDLEMAN

CORPORATE DEVELOPER ACKNOWLEDGMENT

Jefferson COUNTY, ALABAMA

I, REBECCA K. ROSATO, a Notary Public in and for said County, in said State, hereby certify that DOUGLAS D. EDDLEMAN, whose name as PRESIDENT of EDDLEMAN PROPERTIES, INC. GENERAL PARTNER OF HIGHLAND LAKES DEVELOPMENT LTD., 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 23 day of June, 1993.

Rebecca K. Rosato
Notary Public

MY COMISSION EXPIRES FEBRUARY 3, 1997

PARTNERSHIP OR INDIVIDUAL ACKNOWLEDGMENT

_____ COUNTY, ALABAMA

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name(s) (is/are) signed to the foregoing restrictive covenants, and who (is/are) known to me, acknowledged before me on this date that, being informed of the contents of the agreement, (has/have) 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

Inst # 1994-01186

01/12/1994-01186
08:45 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 8.50

NOTE: This agreement to be recorded in the Office of the Judge of Probate in the County indicated above.

Form 5-42852 Rev. 1/89

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