

STATE OF ALABAMA

JEFFERSON AND SHELBY COUNTIES

AGREEMENT (RESTRICTIVE COVENANTS)

This Agreement entered into by and between Elias Calvin Watson, III and his wife, Lucy Trabue Watson (hereinafter called Owners) and The Water Works Board of the City of Birmingham (hereinafter called Board).

Whereas, the Owners own the following described real estate, which is situated in Jefferson County and Shelby County, Alabama (which real estate shall be hereinafter called Real Estate):

A parcel of land located in the NE 1/4 of Section 25, Township 18 South, Range 2 West, more particularly described as follows: Begin at the SE corner of the NW 1/4 of the NE 1/4 of said Section 25; thence in a westerly direction along the south line of said 1/4-1/4 section, a distance of 730.34 feet to a point on the easterly right-of-way line of an existing County Road; thence 109° 35' 15" right, in a northeasterly direction along said right-of-way line, a distance of 82.60 feet to the beginning of a curve to the left, having a radius of 653.42 feet; thence in a northeasterly direction along said curve and along said right-of-way line, a distance of 206.23 feet to end of said curve; thence in a northeasterly direction along a line tangent to said curve and along said right-of-way line, a distance of 51.76 feet to the beginning of a curve to the left, having a radius of 806.31 feet; thence in a north-westerly direction along said curve and along said right-of-way line, a distance of 255.83 feet to end of said curve; thence 106° 34' 30" right, in an easterly direction along a line parallel to the north line of said Section 25, a distance of 677.34 feet to the intersection with the east line of said NW 1/4 of the NE 1/4; thence continue along last described course, a distance of 150 feet to a point in the center of the Little Cahaba River; thence in a southeasterly and southwesterly direction along the center of said Little Cahaba River, a distance of 1490 feet, more or less, to the intersection with the west line of the SE 1/4 of NE 1/4 of said Section 25, thence in a northerly direction along said west line, a distance of 330 feet to the point of beginning.

Whereas, the Board owns the following described real estate which is adjacent to the Real Estate (said real estate which is owned by the Board shall be hereinafter called Board's Property):

the north half of the northwest quarter, the southwest quarter of the northwest quarter, the north half of the southwest quarter, all in Section 25, Township 18 South, Range 2 West, Jefferson County, Alabama; and the northwest quarter of the southeast quarter and the southwest quarter of the northeast quarter, all in Section 25, Township 18 South, Range 2 West, Shelby County, Alabama.

Whereas, the Owners have asked the Board to convey to them a parcel of land thirty feet in width across a portion of the Board's Property, which parcel of land is to be used as a private roadway for



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access to the Real Estate, and which parcel of land is situated in Shelby County, Alabama and is described as follows:

A parcel of land located in the Southwest quarter of the Northeast quarter of Section 25, Township 18 South, Range 2 West, Shelby County, Alabama, more particularly described as being fifteen feet on either side of the following described center line: commence at the northwest corner of said quarter-quarter section; thence in an easterly direction along the northerly line of said quarter-quarter section for a distance of 714.16 feet to the point of beginning, said point being the center of the herein described center line; thence 113 degrees 05 minutes 15 seconds right, in a southwesterly direction along said center line for a distance of 51.77 feet to the beginning of a curve to the right, having a radius of 457.20 feet; thence in a southwesterly direction along said curve and center line for a distance of 79.80 feet to the end of said curve; thence in a southwesterly direction along a line tangent to said curve and along said center line for a distance of 44.66 feet to the beginning of a curve to the right, having a radius of 69.77 feet; thence in a southwesterly direction along said curve and along said center line for a distance of 93.16 feet to the end of said curve; thence in a northwesterly direction along a line tangent to said curve and along said center line for a distance of 33.63 feet, more or less, to a point on the easterly boundary of a county road and the end of herein described center line.

(hereinafter called Access Land); and

Whereas, the Board is willing to convey the Access Land to the Owners provided the Owners will convey to the Board the parcel of land situated in Jefferson County, Alabama and described as follows:

Commence at the Southwest corner of the Northwest quarter of the Northeast quarter of Section 25, Township 18 South, Range 2 West, Jefferson County, Alabama, thence along the South line of said quarter-quarter section a distance of 578.29 feet, more or less, to a point on the easterly right-of-way line of the existing county road (Cahaba Beach Road) said point being the point of beginning, thence East along the South line of said quarter-quarter section for a distance of 120 feet to a point, thence in a northeasterly direction and parallel to the easterly right-of-way line of said county road for a distance of 72 feet, thence West and parallel to the South line of said quarter-quarter section for a distance of 120 feet to a point on the easterly right-of-way line of said county road, thence South along the Easterly right-of-way line of said county road for a distance of 72 feet to the point of beginning.

(hereinafter called Parcel A) and provided further that the Owners will enter into an agreement with the Board which agreement shall provide: (1) the Real Estate may not be divided into more than four lots, each of which lots shall contain not less than four acres; (2) none of the lots into which the Real Estate is divided may be subdivided or further divided; (3) the use of the Real Estate will



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be limited and restricted to single-family residences and no more than one residence, with the usual accessory buildings (such as a garage, toolshed, greenhouse) may be built on any one lot; and (4) the Real Estate may not be used for any commercial purpose or for condominiums, apartments or other multi-family dwellings or buildings.

Now, therefore, in consideration of \$10.00 paid by the Board to the Owners, the receipt and sufficiency of which are hereby acknowledged by the Owners, and in consideration of the Board conveying the Access Land to the Owners (by a deed of even date herewith, delivered simultaneously herewith to the Owners) and in consideration of the Owners' conveying Parcel A to the Board (by a deed of even date herewith, delivered simultaneously herewith to the Board), the Board and the Owners hereby agree as follows:

1. By deed of even date herewith, to be executed and delivered simultaneously herewith to the Board, the Owners shall convey Parcel A to the Board.

2. By deed of even date herewith, to be executed and delivered simultaneously herewith to the Owners, the Board shall convey the Access Land to the Owners.

3. For so long as the Board's Property (or at least one quarter-quarter section of which the Board's Property is composed) is owned by the Board or by its successors, the Real Estate shall be subject to the following restrictions and limitations:

a. The Real Estate shall not be subdivided into more than four lots, each of which lots shall contain at least four acres.

b. None of the lots into which the Real Estate is divided may be subdivided or further divided.

c. The Real Estate shall not be used for any commercial purpose or for condominiums, apartments or other multi-family dwellings or buildings.

d. The Real Estate shall be used only for single-family residences and no more than one residence, with the usual accessory buildings (such as a garage, toolshed, greenhouse) may be built on any one lot. The caretaker's house which is now located on the Real Estate shall not be considered a residence for the purposes of this paragraph.

4. The covenants, restrictions, limitations and agreements contained in this instrument shall run with the land (the Real Estate) and shall be binding upon the Owners and their heirs and assigns from the date of this instrument for so long as the Board, or its successors, owns the Board's Property, or at least one quarter-quarter section of which the Board's Property is composed.

5. During the term of this Agreement the Board, and its successors, may enforce the covenants, agreements, restrictions and limitations contained in this instrument against the Owners and their heirs and assigns, at law or in equity, in any court of competent jurisdiction, either to prevent or restrain a violation, and/or to recover damages for a violation of these covenants, agreements, restrictions and limitations.

In witness whereof, the undersigned Elias Calvin Watson, III and Lucy Trabue Watson have each executed this instrument and The Water Works Board of the City of Birmingham has caused this instrument to be executed by John T. McReynolds, its Chairman of the Board, all as of this 26th day of September, 1977.

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Elias Calvin Watson III
Elias Calvin Watson, III

Lucy Trabue Watson
Lucy Trabue Watson

Attest:

[Signature]
Its Assistant Secretary

The Water Works Board of the City
of Birmingham

By [Signature]
Its Chairman of the Board

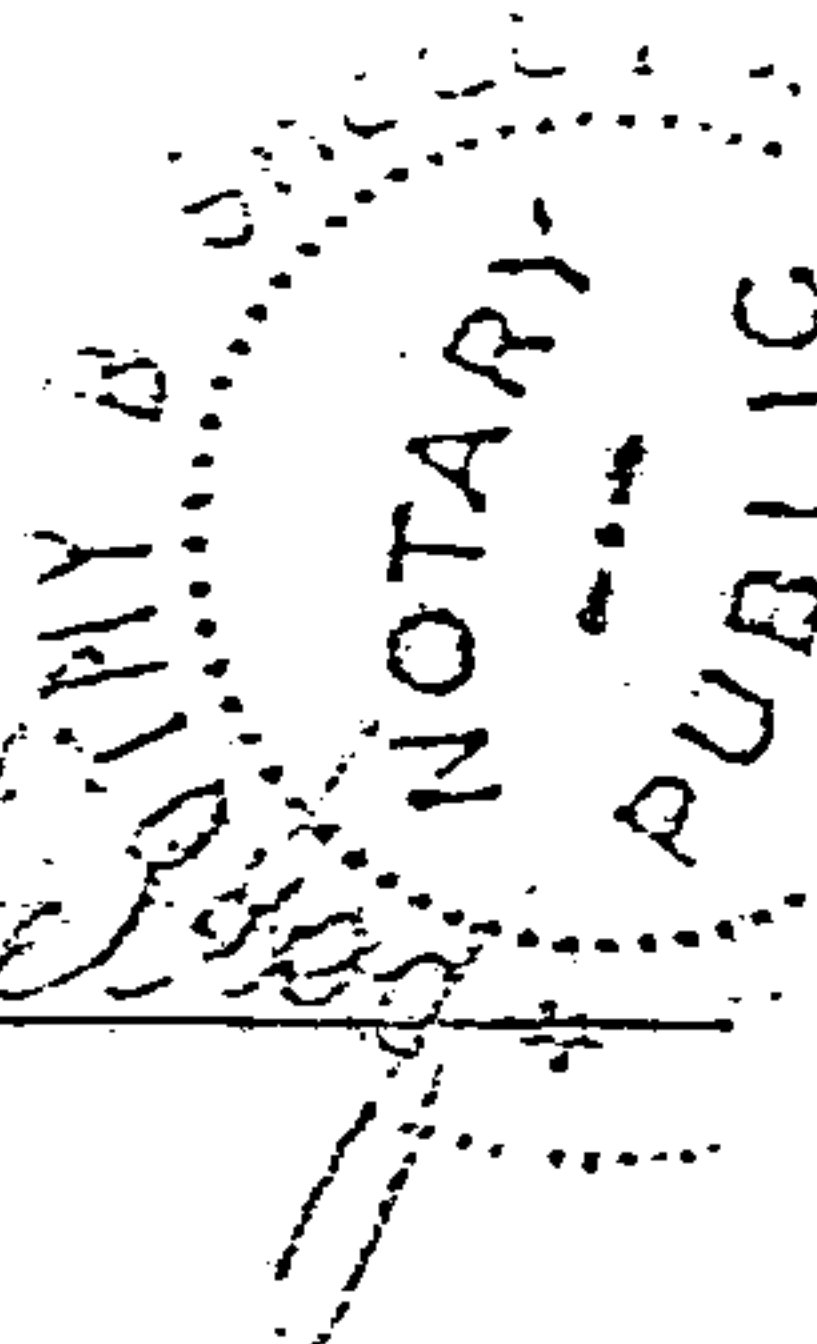
STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Elias Calvin Watson, III and his wife, Lucy Trabue Watson, whose names are signed to the above instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 17th day of September, 1977.

Notary Public
Notary Must Affix Seal



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STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that John T. McReynolds, whose name as Chairman of the Board of The Water Works Board of the City of Birmingham, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 21st day of September, 1977.

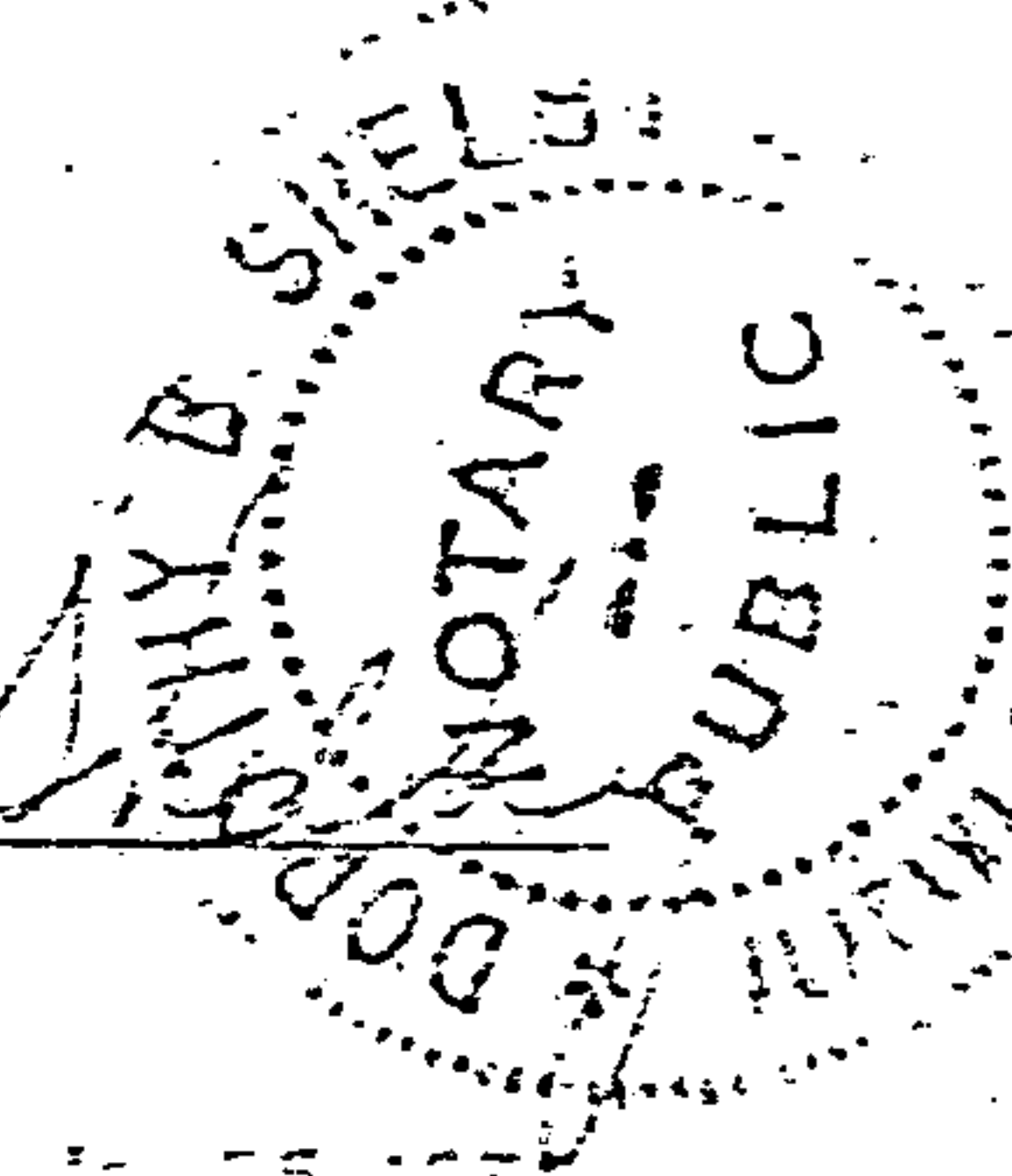
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1978 JAN -9 AM 10:00

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Notary Public
Notary Must Affix Seal

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850



THIS INSTRUMENT PREPARED BY:
FRANK C. GALLOWAY, JR.
BRANNON, JONES-ON, GARDNER, DUMAS AND O'NEAL
1900 First National-Southern Natural Bldg.
Birmingham, Alabama 35203