

977

RESTRICTIVE COVENANTS

STATE OF ALABAMA)

SHELBY COUNTY)

BOOK 157 PAGE 123

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS Westinghouse Electric Corporation has simultaneously herewith purchased from Bessie Mae Lawler the following described real estate situated in Shelby County, Alabama, to-wit:

Part of the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ and part of the $E\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 6, Township 24, Range 13 East more particularly described as follows;

Commence at the NE Corner of said Section 6 and run West along the North line thereof, which is commonly called the Freeman Line 2,332.68 ft. to a point which is 309.3 ft. East of the NW Corner of the $NE\frac{1}{4}$ of said Section 6. Thence turn left $92^{\circ} 52' 30''$ and run a distance of 429.82 ft. to the point of beginning, thence continue along the same course 1487 ft. to the North right-of-way line of the Calera to the Montevallo paved road, thence turn right $88^{\circ} 22'$ and run in a westerly direction along the Northerly right-of-way a distance of 316.04 ft. to the point of a curve in said road, thence following the curve in said road to the right, said curve having a radius of 9,833 ft. and a central angle of $1^{\circ} 38'$ a distance of 280.31 ft. to the point of tangency of said curve, thence continue in a westerly direction along said tangent and along the Northerly right-of-way line of said road, a distance of 903.91 ft. to the center line of a culvert projected to the intersection with the northerly right-of-way line of said road, thence turn right 90° and running a distance of 1500 ft. thence turn right 90° and running a distance of 1500 ft. to the point of beginning, containing 51.585 acres; and

WHEREAS T. E. Watson is the owner of all of that certain tract of land in said County, described in and conveyed by that certain deed executed by W. R. Adkins and wife, Clara E. Adkins under date of June 20, 1950, recorded in Deed Book 142, Page 237, in the Probate Office of Shelby County, Alabama; and

WHEREAS W. R. Adkins is the owner of all of the real estate described in and conveyed by that certain deed executed by W. A. James and wife, Eva L. James, under date of June 2, 1952 recorded in Deed Book 142, Page 217, in said Probate Office except said portion thereof which he conveyed to T. E. Watson by said deed recorded in Deed Book 142, Page 237, in said Probate Office, and

WHEREAS in order to induce Westinghouse Electric Corporation to make the purchase described above from Bessie Mae Lawler, the said T. E. Watson and W. R. Adkins agreed to impose the restrictive covenants hereinafter set forth;

Now, therefore, in consideration of the sum of One Dollar cash in hand paid to T. E. Watson and W. R. Adkins by said Westinghouse Electric Corporation, the receipt of which is hereby acknowledged and in consideration of the purchase of lands described above this day made by Westinghouse Electric Corporation from Bessie Mae Lawler, we the said T. E. Watson and wife, Georgene M. Watson and W. R. Adkins and wife, Clara E. Adkins, do hereby covenant and agree on behalf of ourselves and our heirs, personal representatives and assigns, with Westinghouse Electric Corporation, its successors and assigns, that no part of that portion of the lands now owned by T. E. Watson and that portion of the lands now owned by W. R. Adkins which lies within the following boundaries, namely;

Bounded on the North by State Highway No. 25, commonly called the Montevallo to Calera paved highway, bounded on the East by the East line of the above described tract of land purchased by Westinghouse Electric Corporation from Bessie Mae Lawler extended, bounded on the South by a line parallel with and 300 feet South of the South right-of-way line of said State Highway No. 25, and bounded on the West by the West line extended of said tract of land purchased by Westinghouse Electric Corporation from Bessie Mae Lawler, all situated in Shelby County, Alabama,

Shall, for a period of forty years from the date hereof, be used for any purpose or purposes other than purely residential or agricultural uses or both;

That no juke joints, restaurants, cafes, warehouses, dance halls, skating rinks, pool or billiard parlors, places for the sale or distribution of narcotics or alcoholic beverages, hamburger stands, hot dog stands, cold drink stands, or noxious or offensive businesses, trades or enterprises shall be constructed or conducted thereon;

Provided, however, that upon written request of the then owner of any property restricted hereby, delivered to the owner or owners of that portion of the lands described above as being purchased by Westinghouse Electric Corporation from Bessie Mae Lawler then fronting on the North side of State Highway No. 25, the owners of the majority in amount of footage, of said Westinghouse Electric Corpora-

tion tract fronting on said State Highway No. 25 may, by agreement in writing signed by such owners and acknowledged or proven as required by the laws of Alabama then in force relating to the acknowledgment or proof of real estate conveyances, amend or terminate the restrictive covenants herein contained.

The restrictive covenants herein contained shall run with the title.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals, on this 19th day of December, 1952.

W. R. Adkins (Seal)
Clara E. Adkins (Seal)
T. E. Watson (Seal)
Georgene M. Watson (Seal)

STATE OF ALABAMA)

SHELBY COUNTY)

I, Mary Lee Mahaffey, a Notary Public in and for said County, in said State, hereby certify that W. R. Adkins and wife, Clara E. Adkins, T. E. Watson and wife, Georgene M. Watson, whose names are signed to the foregoing agreement, and who are known to me, acknowledged before me on this date, that, being informed of the contents of this agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 19th day of December,

1952.

Mary Lee Mahaffey