

STATE OF ALABAMA)

SHELBY COUNTY)

AGREEMENT (RESTRICTIVE COVENANTS)

This Agreement entered into by and between John E. Rudolph and his wife, Charlotte G. Rudolph (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:

All that portion of the southeast quarter of the northeast quarter of Section 25, Township 18 South, Range 2 West which is southeasterly of the Cahaba River, in Shelby County, Alabama

(said real estate shall be hereinafter called Real Estate); and

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

the southwest quarter of the northeast quarter and the northwest quarter of the southeast quarter of Section 25, Township 18 South, Range 2 West, Shelby County, Alabama.

Whereas, the Owners have asked the Board to convey to them a portion of the Board's Property, which parcel of land is fifty feet wide and is to be used as a roadway for access to the Real Estate, which parcel is described as follows:

Commence at the northeast corner of the northwest quarter of the southeast quarter of Section 25, Township 18 South, Range 2 West, which corner is the point of beginning of the real estate described herein: thence south along the east line of said northwest quarter of the southeast quarter for a distance of 585.48 feet, more or less, to the intersection of said east line with the northerly right of way line of the existing county road (Cahaba Beach Road); thence in a northwesterly direction along the northerly right of way line of said road to the point on said road which is 50 feet west of the east line of said northwest quarter of the southeast quarter; thence in a northerly direction and parallel to said east line to the south line of the southwest quarter of the northeast quarter of said Section 25; thence continue on the same course for a distance of 50 feet to a point; thence 90° 00' 00" right in an easterly direction and parallel with said south line for a distance of 50 feet, more or less, to the point on the east line of said southwest quarter of northeast quarter of Section 25 which is 50 feet north of the point of beginning; thence 90° 00' 00" to the right and along said east line for a distance of 50 feet to the point of beginning.

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Cabernias, Johnston, Gardner et al



(which parcel shall be hereinafter called Roadway); and

Whereas, the Board is willing to convey the Roadway to the Owners provided the Owners will convey to the Board the following described parcel of land:

Commence at the intersection of the east line of the southwest quarter of the northeast quarter of Section 25, Township 18 South, Range 2 West and the south boundary of the Cahaba River as the point of beginning; thence south along said east line for a distance of 635.43 feet to a point; thence left 90° 0' 00" for a distance of 50.0 feet to a point; thence left 90° 0' 00" to the southerly boundary of the Cahaba River; thence in a southwesterly direction along the southerly boundary of the Cahaba River 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 shall not be divided into more than eight lots, each of which lots shall contain approximately five acres, except that two of said lots may contain not less than four acres each or one of said lots may contain not less than three 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 shall 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 lot; and (4) the Real Estate shall 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 Roadway 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 Roadway to the Owners.

3. For so long as the Board's Property (or at least thirty acres in one of the quarter-quarter sections 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 divided into more than eight lots, each of which lots shall contain approximately five acres, except that two of said lots may contain not less than four acres each or one of said lots may contain not less than three acres.

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

c. 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 lot.

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

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 thirty acres in one of the quarter-quarter sections of which the Board's Property is composed.

5. During the term of this Agreement the Board, and its successors and assigns, 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 John B. Rudulph and Charlotte G. Rudulph have each executed this instrument and the undersigned 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 23 day of November, 1977.

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John B. Rudulph
John B. Rudulph

Charlotte G. Rudulph
Charlotte G. Rudulph

The Water Works Board of the
City of Birmingham

Attest:

E. Renee Lewis
Its Secretary

By John T. McReynolds
Its Chairman of the Board

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STATE OF ALABAMA)

JEFFERSON COUNTY)



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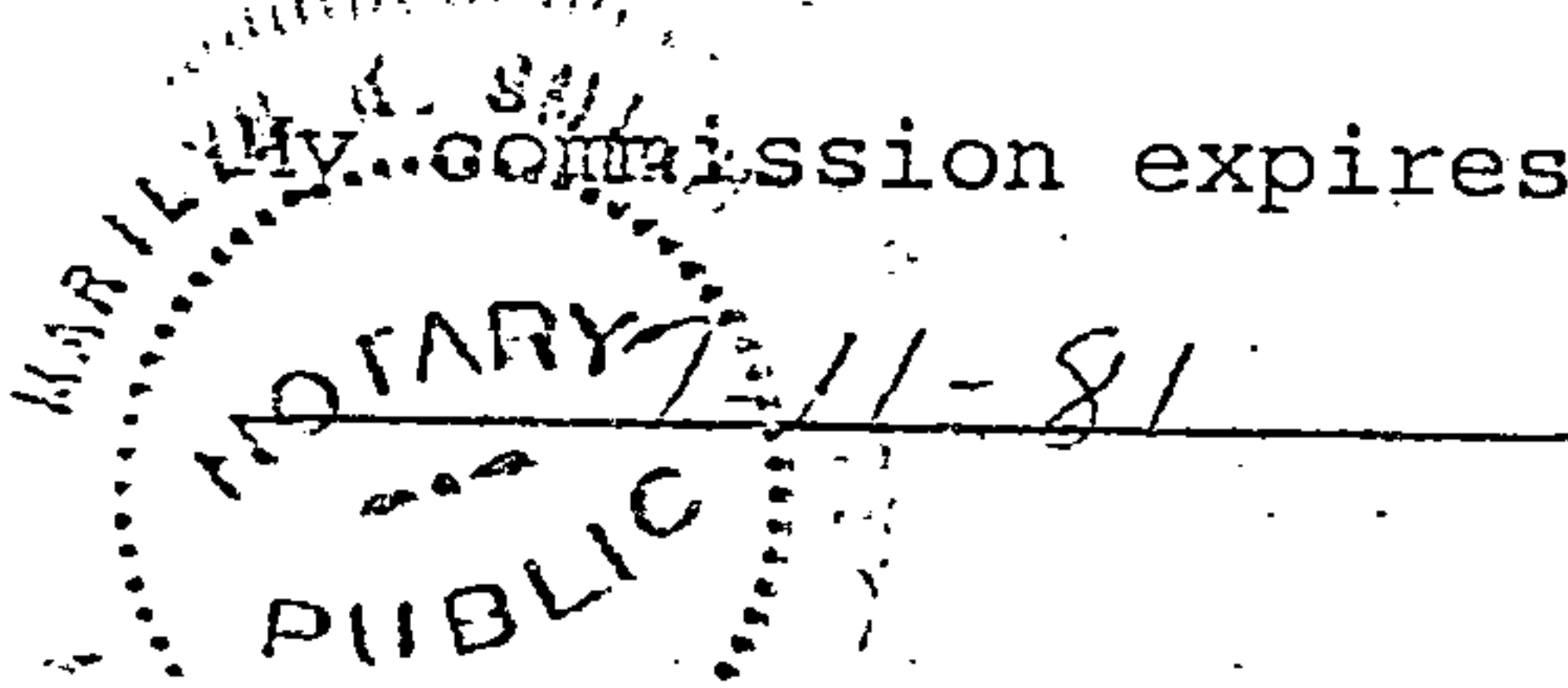
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John B. Rudolph and his wife, Charlotte G. Rudolph, whose names are signed to the above instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument,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

Given under my hand and official seal this the 23 day of November, 1977.

Marilyn F. Smith
Notary Public

Notary must affix seal

My commission expires:



STATE OF ALABAMA)

JEFFERSON COUNTY)

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

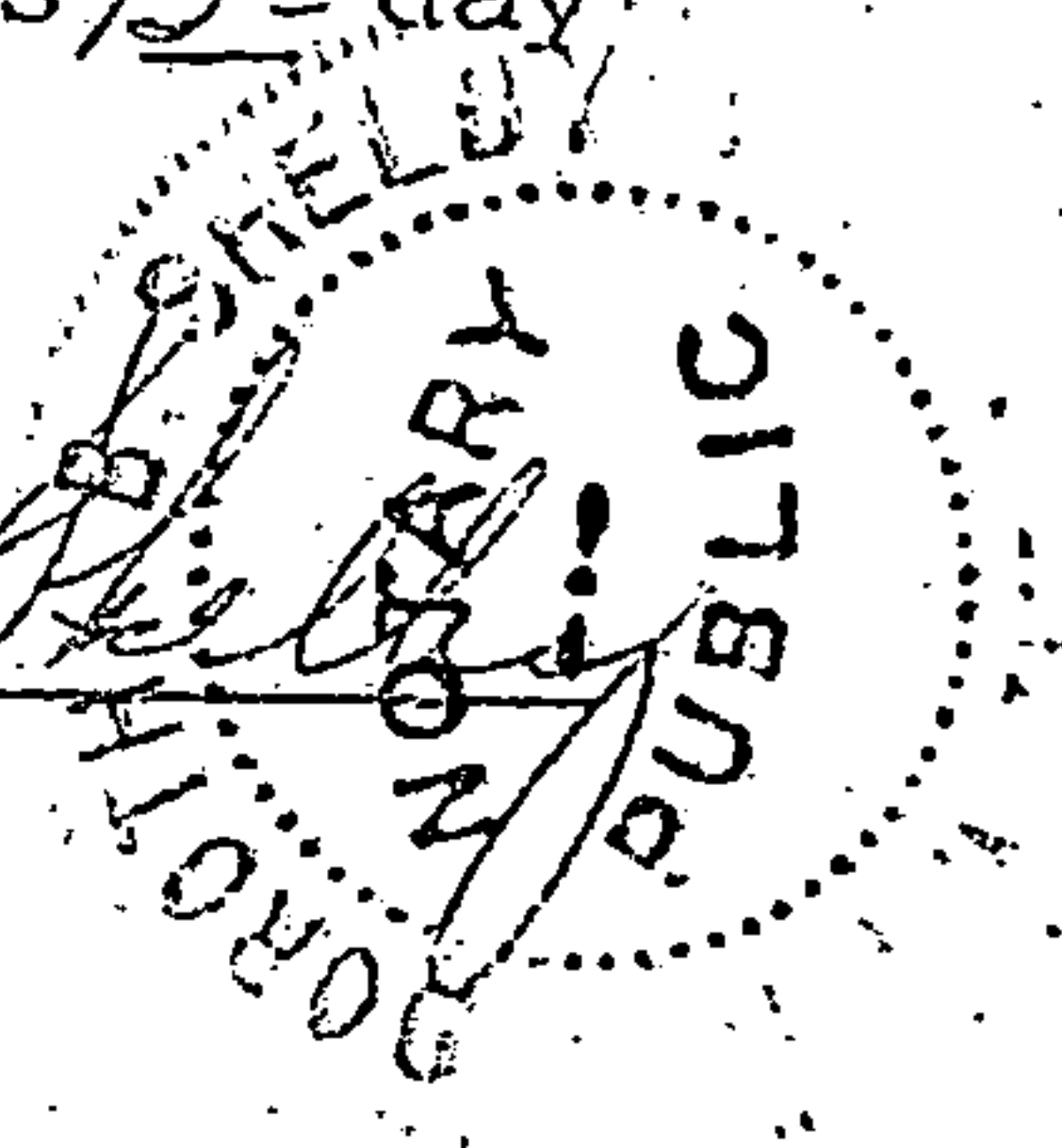
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Thomas A. Snowden, Jr.
JUDGE OF PROBATE

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 13th day of December, 1977.

Anthony B. Smith
Notary Public



Notary must affix seal

My commission expires:

May 25, 1979

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