

STATE OF ALABAMA

County Shelby

COVENANTS TO RUN WITH LAND

WHEREAS, K. & J. Enterprises LCC is the owner of certain real property situated in Shelby County, Alabama, described on Exhibit "A" hereto and incorporated herein fully, and

WHEREAS, upon said property the owner, K. & J. Enterprises LLC desire to construct a mobile home rental lot; and

WHEREAS, said lot shall become, subsequent to this construction, rental property leased to various persons and entities; and

WHEREAS, the approval by the Shelby County Board of Health for the alternative sewage disposal system for the mobile home lot is granted upon the covenant by the owners and their successors in title that it or they will satisfy all requirements of the Shelby County Health Department and be responsible to correct, repair and replace any parts, equipment, apparatus, field lines, pumps, motors and other equipment necessary to properly assure the proper functioning of the alternative sewage disposal system.

NOW, THEREFORE, in consideration of the premises, the owners, K. & J. Enterprises LLC hereby grants and convey as encumbrances on land described as Exhibit "A" the following restrictions and covenants to run with the land as hereinafter described:

Inst # 1997-38380

11/25/1997-38380  
08:49 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 HCD 16.00

Inst # 1997-38380

1. That the undersigned owner, K. & J. Enterprises LLC its successors, assigns and subsequent purchasers of a mobile home rental lot at Glenvue Plantation Mobile Home Park Lot # 10 Shelby County shall own the said lot subject to the continuing condition that the right to use the said lot and occupy a building will be subject to the proper functioning of the alternative sewage disposal system which is being approved by the Shelby County Board of Health through its Health Officer. In the event it is determined by the Shelby County Health Department that the alternative sewage disposal system is no longer functioning properly and that the continued occupancy of a building is detrimental to their health or the health of other occupants or residences in the general area, then the owner or occupant agrees upon written notice from the said Health Officer to vacate said building as directed in said notice.
2. The owners and his successors in title will install and maintain for the disposal of sewage and alternative sewage disposal system approved under the provisions of Alabama's Onsite Sewage Rules Chapter 420-3-1, Alabama Administrative Code.
3. The owners and their successors in title shall install and maintain low water use type flush toilets, shower heads and other water saving fixtures, where applicable, whether new or replacement fixtures as determined to be acceptable by the Shelby County Health Officer.

4. That the whole of the land in Exhibit "A" shall not be subdivided until a public or private sanitary sewer system is available.
5. No repair, alteration or addition shall be made to the approved alternative sewage disposal system without the written approval of the Shelby County Health Officer.
6. That these covenants shall run with the land and be binding on all present owners and future owners or occupants of said building and the lot on which it is situated until such time as the alternative sewage disposal system is no longer required by the Shelby County Board of Health, the same being the occasion when the building is connected to a public or private sanitary sewer system.

Dated this the 9 day of October 1997

David F. Mitchell 10/10/97  
Owner's Signature

Larry W. Rush 10-9-97  
Health Department Official

#### EXHIBIT "A"

All property in the survey of \_\_\_\_\_ a map of which is recorded in Map Book \_\_\_\_\_, Page \_\_\_\_\_, in the Probate office of Shelby County, Alabama. Or described as all property in the survey of \_\_\_\_\_ described by metes and bounds as:  
\_\_\_\_\_

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned Notary Public in and for said County, in said state,  
hereby certify that Larry W. Rush whose name is signed  
Health Official

to the foregoing instrument, and who is known to me, acknowledges before me  
this day, that being informed of the contents thereof, has executed the same  
voluntarily on the day the same bears date.

Given under my hand and official seal, this 9 day of October,  
1997.

Shelia D. Stutz  
Notary Public

My Commission Expires 9/11/99

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned Notary Public in and for said County, in said state,  
hereby certify that David F. Mitchell whose name is signed to  
Owner's Name

the foregoing instrument, and who is known to me, acknowledges before me  
this day, that being informed of the contents thereof, has executed the same  
voluntarily on the day of the same bears date.

Given under my hand and official seal this 10th day of Oct.,  
1997.

Shelia D. Stutz  
Notary Public

My Commission Expires 9/11/99

1997-38380  
Inet

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