

464

19781110000151390 1/3 \$.00
Shelby Cnty Judge of Probate, AL
11/10/1978 12:00:00 AM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY) DECLARATION OF COVENANTS RELATIVE
TO SANITARY SEWER SYSTEM

This declaration of covenants, stipulations and agreements herein-
after set forth by Realty Brokers, Inc., a corporation, hereinafter referred
to as "Declarant";

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of the following described
property situated in Shelby County, Alabama, more particularly described
as follows:

Lots 70 through 81, both inclusive and Lots 20 through 44,
both inclusive, according to the Survey of Cahaba Manor
Town Homes, Second Addition, as recorded in Map Book 7,
page 62, in the Office of the Judge of Probate of Shelby
County, Alabama.

and,

WHEREAS, the undersigned Declarant is in the process of developing
the above described property and anticipates from time to time selling the
various lots after developed; and,

WHEREAS, pursuant to its plan of development it is mandatory to
obtain sanitary sewer service for the various properties above described; and,

WHEREAS, Pelham Sewer Fund, Inc., a corporation, is the owner and
operator of a sanitary sewer plant located within the proximity of the above
described property and has agreed to provide sanitary sewer service to the
subdivision provided it obtains a reasonable means of compensation for such
services; and,

WHEREAS, pursuant to the Federal Housing Administration and Veterans
Administration regulations, Pelham Sewer Fund, Inc., as Grantor and the
Birmingham Trust National Bank, as Trustee have entered into a Trust Deed dated
April 8, 1976 relative to the operation, maintenance and control of said sanitary
sewer plant. (Said Trust Deed being filed for record in Volume 298, Page 802,
in the Probate Office of Shelby County, Alabama.)

NOW, THEREFORE, the Declarant hereby establishes and declares that all
the above described property shall be held, sold and conveyed subject to the
following covenants, agreements and conditions established for the purpose of
assuring a proper sanitary sewer service necessary for the development of said

BOOK 28 PAGE 144

Barnett & Jangle



19781110000151390 2/3 \$.00
Shelby Cnty Judge of Probate, AL
11/10/1978 12:00:00 AM FILED/CERT

property and providing a means for the payment of said sanitary sewer service charges all of which shall be covenants running with said real property and shall be binding upon all parties having any right, title or interest in the above described property or any part thereof, their heirs successors and assigns, to-wit:

1. That each purchaser of any and all of the property above described shall be provided with sanitary sewer services and that Pelham Sewer Fund, Inc., pursuant to that certain Trust Deed above referred to shall be entitled to compensation for such services as follows:

(a) All sanitary sewer service charges shall be due and payable on the 1st day of each month, payable at the principal office of said Pelham Sewer Fund, Inc.;

(b) The monthly amounts shall be in accordance with the amount of charges authorized and agreed in Paragraph 6 of the above referred to Trust Deed dated April 8, 1976 and that the monthly rates may be increased from time to time in accordance with the provisions of said Paragraph 6.

(c) The Pelham Sewer Fund, Inc. shall be entitled to a lien against each of the various lots when the owner thereof shall become delinquent in the payment of the monthly sanitary sewer service charges as follows:

(i) The sanitary sewer charges are delinquent when not paid when due;

(ii) If said sewer service charges are not paid within 30 days of the due date, the sewer service charges become an assessment against said lot and against the owner thereof and shall bear interest from the date of the delinquency at the rate of 8% per annum;

(iii) The delinquent sanitary sewer service charge shall become a lien against said property when the Pelham Sewer Fund, Inc. or its successors, pursuant to said Trust Deed, files a notice of record in the Probate Court of Shelby County, Alabama, notifying or describing the property wherein the owner thereof is delinquent.

(d) In addition to the lien the said Pelham Sewer Fund, Inc. and the Birmingham Trust National Bank, as Trustee shall have the right to bring an action at law against the owner of the property, personally obligating them to pay the same, for all amounts due and owing for such sewer service charges including interest and a reasonable attorney's fee for the collection of the same.



19781110000151390 3/3 \$.00
 Shelby Cnty Judge of Probate, AL
 11/10/1978 12:00:00 AM FILED/CERT

2. Declarant hereby declares that each and all future owners of any of the above described property shall be subject to the provisions of this instrument.

IN WITNESS WHEREOF, Declarant has hereunto set its signature and seal, by its Vice President, R.P. Sexton, Jr., who is authorized to execute this instrument on this the 9th day of November, 1978.

REALTY BROKERS, INC.

BY: R.P. Sexton, Jr.
 R.P. Sexton, Jr., V.P.

STATE OF ALABAMA)
)
 JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that R.P. Sexton, Jr., whose name as Vice President 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 the 9th day of November, 1978.

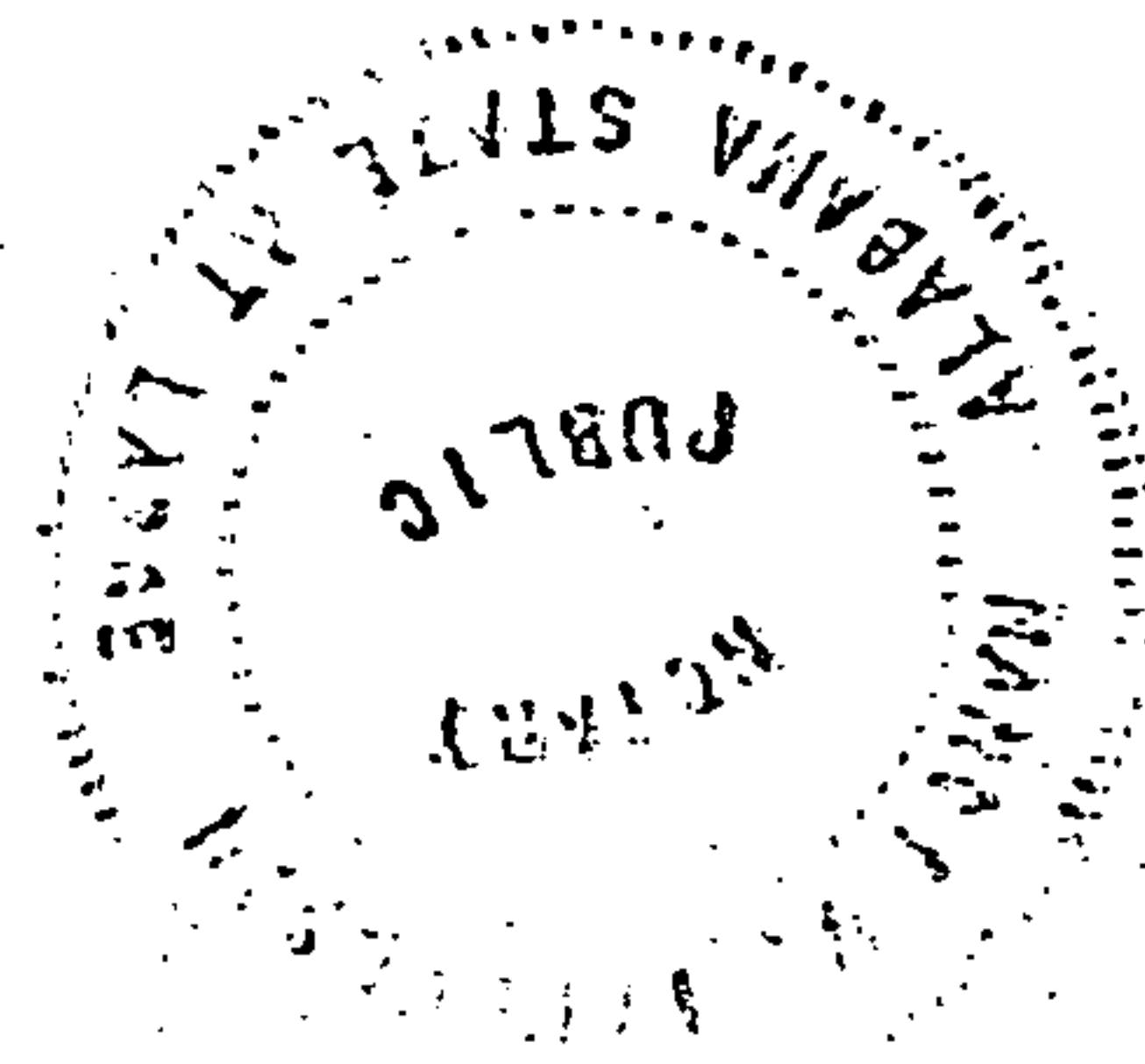
Nancy W. Hamilton
 Notary Public

STATE OF ALA. SHELBY CO.
 FILED

NOV 10 PM 12:32

CLERK OF PROBATE

Rec. 4.50
 Ind. 1.00
 5.50



BOOK 28 PAGE 146