

STATE OF ALABAMA     }

SHELBY COUNTY         }

155  
DECLARATION OF COVENANTS RELATIVE  
TO SANITARY SEWER SYSTEM

This declaration of covenants, stipulations and agreements herein-  
after set forth by Central Bank of the South  
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, 77, and 81, according to the survey of Cahaba  
Manor Town Homes, Second Addition as recorded in Map Book  
7, page 62 in the Probate Office of Shelby County, Alabama.

Lots 3, 6, 8, 10, and 11, according to the survey of  
Cahaba Manor Town Homes, Third Addition as recorded in  
Map Book 7, page 158 in the Probate Office of Shelby  
County, Alabama.

Lot 10 according to the survey of Cahaba Manor Town  
Homes, First Addition, as recorded in Map Book 7, page  
57, in the Probate Office of Shelby County, Alabama.

and

WHEREAS, the undersigned Declarant is in the process of selling  
the above described property, and;

WHEREAS, pursuant to its plan of selling the developed properties  
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.)

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BOOK

*(Central Bank of the South)*

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 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.

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 who is authorized to execute this instrument on this the 2nd day of July, 1982.

ATTEST

CENTRAL BANK OF THE SOUTH

By: [Signature]  
Its: Vice President

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mike Halter 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 2nd day of July, 1982.

[Signature]  
Notary Public

MY COMMISSION EXPIRES 12-31-1984

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