

1955

STATE OF ALABAMA

COUNTY OF SHELBY )

COVENANTS TO RUN WITH LAND

FIRST AMERICAN BANK OF PELHAM

WHEREAS, \_\_\_\_\_ are the owners of certain real property situated in Chelsea, Alabama, described on Exhibit "A" hereto and incorporated herein fully, and

WHEREAS, upon said property the owners, First American Bank of Pelham desire to construct and/or occupy a single family residence; and

WHEREAS, said residence shall become, subsequent to this construction, the property of various persons and entities; and

WHEREAS, the Shelby County Board of Health has approved the construction and use of the single family residence by the owner, and their successors in title; and

WHEREAS, the approval by the Shelby County Board of Health & State of Alabama Dept. of Public Health for the alternative sewage disposal system for the single family residence 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, First American Bank of Pelham, hereby grant and convey as encumbrances on land described as Exhibit "A" the following restrictions and covenants to run with the land as hereinafter described:

1. That the undersigned owners, First American Bank of Pelham, its successors, assigns and subsequent purchasers of a single family residence located at Chelsea, Alabama 35043 shall own the said residence subject to the continuing condition that the right to use the said residence and right to continue to occupy the said residence will be subject to the proper functioning of the alternative sewage disposal system which is being approved by the Shelby County Board of Health & State of Alabama Department of Public Health through its Health Officer. In

the event it is determined by the Health Officer that the alternative sewage disposal system is no longer functioning properly and that the continued occupation of their residence 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 residences as directed in said notice.

2. The owners and his successors in title will install and maintain for the disposal of sewage an alternative sewage disposal system approved under the provisions of Chapter 420-3-1-.11, 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 residence and the property 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 through its Health Officer, the same being the occasion when the residence is connected to a public or private sanitary sewer system.

Dated this the 22nd day of February 1988.

FIRST AMERICAN BANK OF PELHAM

(Owner's Signature)

By: Ronald W. Currin

Its: Executive Vice President

(Local Health Officer's Signature)

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned Notary Public in and for said County, in said state, hereby certify that Ronald W. Currin whose name  
(Owner's Name)

is signed 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 of the same bears date.

Given under my hand and official seal, this 22nd day of  
February, 1988.

  
Notary Public

My Commission Expires My Commission Expires March 6, 1988

BOOK 177 PAGE 71

STATE OF ALABAMA )

COUNTY OF Shelby )

I, the undersigned Notary Public in and for said County, in said state, hereby certify that [Signature],  
(Local Health Officer's Name)

whose name is signed 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 of the same bears date.

Given under my hand and official seal, this 24<sup>th</sup> day of March, 1988.

[Signature]  
Notary Public

My Commission Expires 01-12-92

BOOK 177 PAGE 72

# EXHIBIT "A"

All property in the survey of Reynolds & Varner, Inc.,  
a map of which is recorded in Map Book 173, Page 891, in the  
Probate Office of Shelby County, Alabama.

Commence at the northwest corner of Section 27, Township 19 South, Range 1 West;  
thence run south along the West boundary of said section for a distance of 3288.18  
feet; thence turn an angle of 90 degrees to the left and run in an easterly direction  
for a distance of 2408.89 feet to a point on the West boundary line of a county dirt  
road; thence turn an angle of 41 degrees 13 minutes 06 seconds to the right and run  
in a southeasterly direction for a distance of 173.81 feet; thence turn an angle to  
the right of 129 degrees 02 minutes 42 seconds and run in a southwesterly direction  
along the southerly right-of-way line of U.S. Highway No. 280 for a distance of  
68.01 feet; thence turn an angle to the left of 22 degrees 44 minutes 51 seconds and  
run in a southwesterly direction for a distance of 66.18 feet to the Point of  
Beginning; from the Point of Beginning thus obtained continue in a southwesterly  
direction along last described course for a distance of 227.82 feet; thence turn an  
angle to the left of 106 degrees 17 minutes 51 seconds and run in a southeasterly  
direction for a distance of 185.53 feet; thence turn an angle of 90 degrees to the  
left and run in a northeasterly direction for a distance of 196.47 feet; thence  
turn an angle to the left of 79 degrees 39 minutes 31 seconds and run in a northwesterly  
direction for a distance of 123.61 feet to the Point of Beginning, containing  
0.7399 acres.

BOOK 177 PAGE 73

STATE OF ALABAMA  
I CERTIFY THAT  
80 MAR 23 AM 10:25

JUDGE OF PROBATE

1. Doc. Tax	\$	—
2. Mig. Tax		—
3. Recording Fee		12.50
4. Indexing Fee		1.00
TOTAL		13.50