

STATE OF ALABAMA

COUNTY OF SHELBY )

COVENANTS TO RUN WITH LAND

WHEREAS, Brookhaven Properties III, Inc. <sup>is</sup> ~~was~~ the owners of certain real property situated in Hoover, Alabama, described on Exhibit "A" hereto and incorporated herein fully, and

WHEREAS, upon said property the owners, Brookhaven Properties III, Inc. desire to construct 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 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, Brookhaven Properties III Inc., 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:

1. That the undersigned owners, Brookhaven Properties III Inc., its successors, assigns and subsequent purchasers of a single family residence in Brookhaven Sector 3 subdivision 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 through

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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 occupancy 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 residence 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 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 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 10th day of November 1987.

BROOKHAVEN PROPERTEIS III, INC.

By: Albert F. Thomasson  
(Owner's Signature)

Albert F. Thomasson, President

Mike Clinkscales  
(Local Health Officer's Signature)

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned Notary Public in and for said County, in said state, hereby certify that Albert F. Thomasson 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 10th day of  
November, 1987.

Kathy J. Owens  
Notary Public Kathy J. Owens

My Commission Expires 12/27/88

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STATE OF ALABAMA )

COUNTY OF Shelby )

I, the undersigned Notary Public in and for said County, in said state, hereby certify that Mike Clinkscales,  
(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 10<sup>th</sup> day of November, 1987.

Larry J. Owens  
Notary Public

My Commission Expires 11/22/88

BOOK 180 PAGE 561

EXHIBIT "A"

All property in the survey of Lot 37 , Brookhaven Sector 3 ,  
a map of which is recorded in Map Book 11 , Page 35 , in the  
Probate Office of Shelby County, Alabama.

BOOK 180 PAGE 562

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

88 APR 19 AM 10:29

*Thomas A. Hamilton, Jr.*  
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$12.50
Index Fee	1.00
TOTAL	\$13.50