

p56

DECLARATION OF COVENANTS
FOR PRIVATE SANITARY SEWER OUTFALL SYSTEM OF
SOUTHPOINTE, 6TH SECTOR, PHASE TWO AS RECORDED
IN MAP BOOK PAGE IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Awtreay Reamer Development Partnership, an Alabama General Partnership, is the owner of certain lots and tracts of land known as Southpointe, 6th Sector, Phase Two (herein referred to as Subdivision) located in Shelby County, Alabama, as shown by the map and plat recorded in Map Book , Page in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Awtreay Reamer Development Partnership desires to subject said property and each lot to be located in said subdivision to and impose upon said lots mutually beneficial restrictions, covenants, terms, conditions and limitations (herein for convenience sometimes referred to collectively as "Restrictions") for the benefit of all the lots in said Subdivision, the future owners of said lots, and any other party as may be specified herein.

NOW THEREFORE, Awtreay Reamer Development Partnership does hereby proclaim, publish and declare that all of the said lots in the said Subdivision (herein "Lot or Lots") are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following restrictions, which shall run with the land and shall be binding upon Awtreay Reamer Development Partnership and upon all parties having or acquiring any right, title or interest in and to the real property or any part of parts thereof subject to such Restrictions.

ARTICLE I

MUTUALITY OF BENEFIT AND OBLIGATIONS

Section 1.1 The Restrictions and agreements set forth hereinafter made are for the mutual and reciprocal benefit of each and every Lot in the Subdivision and are intended to create mutual and equitable servitudes upon each of said Lots in favor of each and all other Lots therein; to create reciprocal rights between the

respective owners of said Lots; and to create a privity of contract and estate between the grantee of said Lots, their heirs, successors and assigns.

ARTICLE II

PRIVATE OUTFALL AS COMMON PROPERTY

Section 2.1 Each Lot in the Subdivision will be serviced by a Private Outfall for waste disposal. The Private Outfall installed by the Developer is composed of six inch (6") PVC and Ductile Iron pipe, and common disposal field. (hereafter referred to as the Private Outfall System) The Private Outfall has been installed within the public right of way, sanitary sewer right of way, and common disposal field as shown on the attached Exhibit "A", which is incorporated herein, as if set out in full. Each Lot made subject to these covenants will be served by said Private Outfall System and will mutually benefit from the Private Outfall System. The Developer does hereby convey and dedicate all its rights and privileges in said Private Outfall System, and all pipe and material contained therein to the use and benefit of the Lots subject to these covenants. Each Lot and the owner thereof shall hereby own an undivided one-eighth (1/8) interest in the Private Outfall, pipe and material located within the public right of way, sewer right of way, disposal field, ingress-egress and private sewer easement and Lot 18 according to the map of Southpointe, 6th Sector, Phase II, and shall be a tenant in common with the remaining Lots in the Subdivision. The ownership interest in the Private Outfall, sewer right of way, disposal field and Lot 18 may not be severed, alienated, or otherwise hypothecated from title to each Lot in the Subdivision, except as hereinafter provided.

ARTICLE III

MAINTENANCE AND UPKEEP OF PRIVATE OUTFALL SYSTEM

Section 3.1 An Administrator shall be appointed by the Developer at such time as Developer in its sole discretion deems it advisable to relinquish control of the Administration of the Private Outfall System. The Administrator shall be the Developer until a successor is appointed. The Administrator shall be an owner of a Lot in the Subdivision or the Developer. The Administrator shall be responsible for collection of assessments, payment of charges from funds collected for maintenance and upkeep and accounting to all owners in the Subdivision. The Administrator shall notify each Lot owner in writing of any assessment due for maintenance and upkeep of the Private Outfall System. Each Lot owner shall have ten (10) days from receipt of such written notice in which to tender their pro-rata share of the assessment to the

Administrator. Should any Lot owner fail or refuse to pay the assessment for maintenance and upkeep, the Administrator shall have the right to file a notice of lien in the office of the Judge of Probate of Shelby County for the assessment not paid, together with cost of collection and interest at eleven per cent (11%) per annum from the date the assessment was not paid. The lien so filed will not take priority over any mortgage then on record in the Probate Office of Shelby County, and secured by the Lot subject to the Lien, but said lien shall take priority over the title of any subsequent owner or mortgagee of the Lot against which the lien is recorded. If any owner of a Lot in the subdivision fails or refuses to pay an assessment as provided hereinabove and a lien is imposed, the remaining owners pro-rata share of the assessment will be increased by the amount not paid by a defaulting owner. Any amount not paid by a defaulting owner shall be reimbursed to the non-defaulting owners, together with accrued interest thereon at such time as the lien as discussed herein is paid in full.

ARTICLE IV

MAINTENANCE AND UPKEEP

Section 4.1 The Administrator shall continuously employ a reputable service company, approved by Shelby County, Alabama, and the State of Alabama Health Departments for the purpose of maintaining the Private Outfall System. The service company so employed shall inspect and report to the respective health departments on such timely intervals and in such a manner as required by the Shelby County, Alabama and State of Alabama Health Departments.

ARTICLE V

PUBLIC SEWER AVAILABILITY AND REVERSION OF TITLE

Section 5.1 Should public sewer be made available to the Subdivision and should same be installed to a location within five hundred (500) feet of any Lot in the Subdivision with such location of public sewer being at a lower elevation than the lowest elevation of any tap to the Private Sewer System at the Lot line of any Lot in the Subdivision, all Lot owners in the Subdivision shall, within ninety (90) days subsequent to the installation and activation of the public sewer, cause each Lot in the Subdivision to be connected to the Public Sewer System. Each Lot owner shall pay their pro-rata share of any tap fee levied for connection of each Lot or the Private Sewer System to the public sewer. Should all Lots in the Subdivision fail or refuse to connect to the Public Sewer System as provided hereinabove, the Shelby County, Alabama or State of Alabama Departments of Health may, upon thirty (30) days

written notice, connect any or all Lots in the Subdivision to the Public Sewer System and assess any charge for the connection as provided in Article III of these covenants. At such time as all Lots in the Subdivision are connected to the Public Sewer System, Title to the disposal field area, as shown on the attached Exhibit "A", shall revert to Awtrey Reamer Development Partnership.

ARTICLE VI

TERM AND MODIFICATION

Section 6.1 These covenants and restrictions shall run with the land and can be changed, modified, amended, altered or terminated only by duly recorded, written instruments executed by Awtrey Reamer Development Partnership, it's successors and assigns or owners of six (6) Lots or more in the Subdivision, and the Shelby County, Alabama, and State of Alabama Departments of Health. Developer does reserve exclusively to itself, its successors and assigns the right to add two Lots of developer's choosing to the system, provided such Lots are approved by the appropriate health authority. If such additions are made, a recalculation of pro-ration will be made.

IN WITNESS WHEREOF, Awtrey Reamer Development Partnership has caused these covenants to be properly executed and recorded in the Office of the Judge of Probate of Shelby County, Alabama.

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

91 APR 26 PM 12:46

JUDGE OF PROBATE

AWTREY REAMER DEVELOPMENT PARTNERSHIP
By AWTREY BUILDING CORPORATION,
ITS MANAGING GENERAL PARTNER

BY: [Signature]
H. ALBERT AWTREY, ITS PRESIDENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that H. Albert Awtrey, whose name as President of Awtrey Building Corporation, an Alabama corporation, as managing partner of Awtrey-Reamer Development Partnership, an Alabama General Partnership, 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, in it's capacity as managing general partner of Awtrey-Reamer Development Partnership.

Given under my hand and seal this the 17th day of April, 1991.

My Commission Expires: 2-12-92

Mary Emma Wright
Notary Public

1	Doc. Tax	3
2		
3		10.00
4		3.00
5		1.00
6		
Total		14.00