

STATE OF ALABAMA

COUNTY Shelby

COVENANTS TO RUN WITH LAND

WHEREAS, Drakas Holding Corp. are the owners of certain real property situated in Shelby County, Alabama, described on Exhibit "A" hereto and incorporated herein fully, and

WHEREAS, upon said property the owners, Drakas Holding Corp. desire to construct a commercial building; and

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

WHEREAS, the approval by the Shelby County Board of Health for the alternative sewage disposal system for the commercial building 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, Drakas Holding Corp., 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:

Inst # 1997-18849

06/16/1997-18849  
01:25 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 16.00

Inst # 1997-18849

1. That the undersigned owners, Drakes Holding Corp.  
its successors, assigns and subsequent purchasers of a commercial  
building at AL 25 & US-231 Harpersville, Shelby County  
shall own the said building subject to the continuing condition that  
the right to use the said building and right to continue to occupy  
the said building 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 its Health Officer. In the  
event it is determined by the Shelby County Health Department that  
the alternative sewage disposal system is no longer functioning  
properly and that the continued occupancy of their building 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  
building as directed in said notice.
2. The owners and his successors in title will install and maintain for  
the disposal of sewage and alternative sewage disposal system  
approved under the provisions of Alabama's Onsite Sewage Rules  
Chapter 420-3-1, 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 building 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, the same being the occasion when the business is connected to a public or private sanitary sewer system.

Dated this the 11 day of June 1997

Don L. Davis  
Owner's Signature Agent

Larry W. Rush  
Health Department Official

EXHIBIT "A"

All property in the survey of Richey's Bar-B-Que a map of which is recorded in Map Book \_\_\_\_\_, Page \_\_\_\_\_, in the Probate office of Shelby County, Alabama. Or described as all property in the survey of \_\_\_\_\_ described by metes and bounds as:

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned Notary Public in and for said County, in said state, hereby certify that Larry W. Rush, whose name is signed Health Official 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 the same bears date.

Given under my hand and official seal, this 11th day of June, 1997  
~~1996~~.

Shelia D. Stutz  
Notary Public

My Commission Expires 9/11/97

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned Notary Public in and for said County, in said state, hereby certify that Don Davis whose name is signed to Owner's Name 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 11th day of June, 1997

Shelia D. Stutz  
Notary Public

My Commission Expires 9/11/97

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