

STATE OF ALABAMA

COUNTY Shelby

COVENANTS TO RUN WITH LAND

WHEREAS, Glen Austry Sr 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, Glen Austry Sr 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, Glen Austry Sr, 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:

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SHELBY COUNTY JUDGE OF PROBATE
005 MEL 18.50

Inst # 1997-22087

1. That the undersigned owners, Glen Autry Sr.
its successors, assigns and subsequent purchasers of a commercial building at SC-47 & SC-39 intersection 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 4 day of June 1977

M. D. Anthony Sr.
Owner's Signature

Larry W. Rush
Health Department Official

EXHIBIT "A"

All property in the survey of _____ 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 4th day of June, 1997
~~1996~~.

Shelia D. Stuffs
Notary Public

My Commission Expires 9/11/99

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned Notary Public in and for said County, in said state, hereby certify that Glen Astry Sr. 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 4th day of June, 1997.

Shelia D. Stuffs
Notary Public

My Commission Expires 9/11/99

EXHIBIT "A"

PARCEL NO. 1:

Commencing at the Northeast corner of Section 34, Township 19 South, Range 1 West, Shelby County, Alabama; thence South 88 degrees 06 minutes 50 seconds West along the Northern boundary of said section for a distance of 2331.90 feet; thence South 39 degrees 20 minutes 43 seconds West a distance of 427.68 feet for the POINT OF BEGINNING; thence continuing Southwest along said line a distance of 87.78 feet to the North right of way line of Shelby County Road No. 47; thence South 44 degrees 20 minutes 29 seconds East along said road right of way line for a distance of 115.00 feet; thence North 39 degrees 35 minutes 00 seconds East, a distance of 91.92 feet; thence North 46 degrees 24 minutes 34 seconds West, a distance of 115.00 feet to the POINT OF BEGINNING.

According to the survey of Larry W. Carver Al. Reg. No. 15454, dated June 27, 1997.

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