

STATE OF ALABAMA

COUNTY Shelby

COVENANTS TO RUN WITH LAND

WHEREAS, Michael D. Smith 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, Michael D. Smith 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, Michael D. Smith, 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 # 1997-30186

09/18/1997-30186
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SHELBY COUNTY JUDGE OF PROBATE
004 NCD 16.00

Inst # 1997-30186

1. That the undersigned owners, Michael D. Smith
its successors, assigns and subsequent purchasers of a commercial
building at 786 Hwy 315 Alabaster, AL 35007, 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 _____ day of _____ 19____

Michael D. Smith
Owner's Signature

Richard A. Brown
Health Department Official

EXHIBIT "A"

All property in the survey of Grady T. Hendrick 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 Richard A. Brown, 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 15th day of Sept., 1997.

Shelia D. Stutz
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 Michael D. Smith 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 19th day of SEPTEMBER, 1997.

Wesley A. Smith
Notary Public

My Commission Expires 8-25-00

09/18/1997-30186
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SHELBY COUNTY JUDGE OF PROBATE

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16.00