

STATE OF ALABAMA

COUNTY OF SHELBY)

COVENANTS TO RUN WITH LAND

12/19/1997-41331
11:04 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOA NCO 16.00

WHEREAS, Walter Mark Mark are the owners of certain real property situated in Shelby Co., Pelham, Alabama, described on Exhibit "A" hereto and incorporated herein fully, and

WHEREAS, upon said property the owners, Walter Mark Mark 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, Walter Mark Mark, 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, Walter Mark Mark, its successors, assigns and subsequent purchasers of a single family residence in 885 Oak Mt. Park Road, Pelham ~~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

Inst # 1997-41331

3.11 Books
P.O. Box 400
Pelham, AL
35124

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 19 day of December 1997.

Willie Mae Marks
(Owner's Signature)

W F Banks
(Local Health Officer's Signature)

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned Notary Public in and for said County, in said state, hereby certify that W F Banks
(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 19th day of December, 1997.

Shelia D. Stuts
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 William Mack Martin 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 19th day of December, 1997.

Shelia D. Stuts
Notary Public

My Commission Expires 9/11/99

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.

This instrument was prepared by:

(Name)

(Address)

Send Tax Notice to:

(Name)

(Address)

WILLIAM M. AND ALICE B. MARTIN

P. O. BOX 400

PELHAM, AL 35124

WARRANTY DEED

STATE OF ALABAMA)

SHELBY COUNTY) KNOW ALL MEN BY THESE PRESENTS,

That in consideration of SIX THOUSAND AND 00/100 DOLLARS

to the undersigned grantor(whether one or more), in hand paid by the grantee herein, the receipt of which is hereby acknowledged, I or we,

Dorothy Abela, an unmarried woman

(herein referred to as grantor, whether one or more), do grant bargain, sell and convey unto

William M. and Alice B. Martin

(herein referred to as grantee, whether one or more), the following described real estate, situated situated in Shelby County, Alabama to wit

Commence at the SE Corner of the SW 1/4 of the SE 1/4 of Section 6, Township 20 South, Range 2 West, thence N 0deg-12'-28" E a distance of 1307.27, thence N 0deg-14'-37" E a distance of 489.52, thence N 42deg-25'-38" W a distance of 260.13 (map), 252.49 (meas); thence S 47deg-38'-29" W a distance of 61.53 (map), 57.47 (meas); thence S 44deg-38'-23" W a distance of 61.53, thence S 47deg-52'-20" W a distance of 46.34; thence S 48deg-42'-37" W a distance of 18.38 to the POINT OF BEGINNING, thence S 47deg-34'-26" E a distance of 198.21, thence S 42deg-29'-35" W a distance of 208.71, thence N 47deg-34'-25" W a distance of 208.87, thence N 38deg-12'-17" E a distance of 61.71, thence N 48deg-34'-28" E a distance of 74.20, thence N 48deg-42'-37" E a distance of 74.18 to the Point of Beginning. Said parcel contains 1.00 acres, more or less

20' INGRESS, EGRESS, AND UTILITY EASEMENT:

Commence at the SE Corner of the SW 1/4 of the SE 1/4 of Section 6, Township 20 South, Range 2 West, thence N 0deg-12'-28" E a distance of 1307.27, thence N 0deg-14'-37" E a distance of 489.52, thence N 42deg-25'-38" W a distance of 260.13 (map), 252.49 (meas); thence S 47deg-38'-29" W a distance of 61.53 (map), 57.47 (meas); thence N 42deg-58'-51" W a distance of 16.01 to the POINT OF BEGINNING of the westerly boundary of a 20' easement for ingress, egress, and utilities, said easement lying along 20' to the left of, and parallel to said westerly boundary, thence S 44deg-38'-23" W along said westerly boundary a distance of 61.73, thence S 47deg-52'-20" W along said westerly boundary a distance of 46.63; thence S 48deg-42'-37" W along said westerly boundary a distance of 90.45; thence S 48deg-34'-28" W along said westerly boundary a distance of 76.10, thence S 38deg-12'-17" W along said westerly boundary a distance of 7.65, thence continue along the last described course a distance of 100.73 (map), 100.78 (meas); thence S 25deg-50'-10" W along said westerly boundary a distance of 102.08; thence S 7deg-18'-51" W along said westerly boundary a distance of 108.11 (map), 108.91 (meas); thence S 2deg-09'-45" W along said westerly boundary a distance of 173.45; thence S 20deg-07'-17" W along said westerly boundary a distance of 84.88; thence S 30deg-27'-57" W a distance of 61.18; thence S 38deg-13'-48" W along said westerly boundary a distance of 70.12; thence S 41deg-08'-52" W along said westerly boundary a distance of 188.37 (map), 188.87 (meas) to a point on the northeasterly right-of-way line of Oak Mountain Park Road (150' R.O.W.), said point being the end of said boundary of said easement

TO HAVE AND TO HOLD. To the said GRANTEE, his, her, or their heirs and assigns forever

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his, her or their heirs and assigns, or its successors and assigns, that I am (we are) lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise stated above; that I (we) have good right to sell and convey the same as aforesaid; that I (we) will and my(our) heirs, executors and administrators shall warrant and defend the same to the said grantee, his, her or their heirs and assigns, or its successors and assigns forever, against the lawful claims of all persons

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 1 day of June, 1996.

Dorothy P. Abela (Seal)

William M. Martin (Seal)

Alice B. Martin (Seal)

Inst # 1996-17839 (Seal)

(Seal)

(Seal)

06/04/1996-17839 (Seal)

08:28 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

14.90

STATE OF ALABAMA)

SHELBY COUNTY) General Acknowledgement

Susan Mauch Phillips a Notary Public in and for said

County, in said State,

hereby certify that

Dorothy Abela, William M. Martin, & Alice B. Martin

whose name(s) were signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance,

They executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 1 day of June, 1996

Susan Mauch Phillips

MY COMMISSION EXPIRES APRIL 27, 1996

12/19/1997-41331
11:04-AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
16.00

Colleen Little

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