

STATE OF ALABAMA)

COUNTY OF Shelby)

COVENANTS TO RUN WITH LAND

Ron Moore

D.B.A.

WHEREAS, Shining Son's Const. Company Inc.

hereinafter called the owner(s) of certain real property situated in Shelby County, Alabama, described in Exhibit "A," attached hereto and incorporated herein fully; and

WHEREAS, upon said property the owner(s) desire(s) to construct an alternative onsite sewage disposal system, hereinafter called the system, to service the facility/ dwelling on said property; and

WHEREAS, the approval of the system by the Shelby County Health Department, hereinafter called the local health department, is conditioned upon the covenant by the owner(s) and his/her/their successors in title and his/her/their assigns that he/she/they will satisfy all of the requirements of the local health department and assure the proper functioning of the system.

NOW, THEREFORE, in consideration of the premises, the owner(s) hereby declare the following covenants to run with the land described in Exhibit "A":

1. The owner(s) and his/her/their successors in title and assigns shall comply with the Rules of the State Board of

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09/10/1998-35538
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SHELBY COUNTY JUDGE OF PROBATE
005 CRH 18.50

Health governing onsite sewage disposal (Chapter 420-3-1, Alabama Administrative Code), and with the terms and conditions of the permit issued by the local health department for the system, with respect to construction, installation, operation, maintenance, and repair of the system.

2. The owner(s) hereby give his/her/their assurance that the system shall be installed, and that the completed installation shall be certified by an engineer. The owner(s) and his/her/their successors in title and assigns hereby give his/her/their assurance that he/she/they will provide adequate maintenance for the system and that the system shall not receive hazardous waste, nonbiodegradable waste, or any waste which may contain high levels of metals, or chemicals from industrial, agricultural, or chemical establishments. The system shall receive only domestic liquid waste containing animal or vegetable matter in suspension or solution, and may include liquids containing chemicals in solution from water closets, urinals, lavatories, bathtubs, showers, laundry tubs or devices, floor drains, drinking fountains, or other sanitary fixtures.
3. These covenants shall run with the land and be binding on all present and future owners or occupants of said

Dated this, the 8th day of Sept., 1998.

By: Richard A. Brown
(Local Health Officer's Signature)

I, the undersigned Notary Public in and for said County, in
said State, hereby certify that RON MOORE

Given under my hand and official seal, this 8th day of Sept., 1998.

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

Donald E. Williamson, M. D.

certify that By: Richard A. Brown
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 hereof, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 8th day of Sept., 1998.

Shelia D. Hutt
Notary Public

My Commission Expires 9/11/99

Exhibit "A"

All property in the survey of McCauley Lake Estate, a map/deed of which is recorded in Map/Deed Book 24, page 80 or instrument det 2 # _____, in the Probate Office of Shelby County, Alabama. Or all property described in the attached legal description.

moore's Lake Estate
map Book 24 Page
80 Lot 2

Send Tax Notice to

WARRANTY DEED

STATE OF ALABAMA
Shelby County

12/03/1996-39742
03:50 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of
Forty Two Thousand Three Hundred Dollars (\$42,300.00) in hand paid
to the undersigned Grantor(s) in hand paid and by the Grantee herein, the receipt whereof is
acknowledged, I

JAMES D. FORSTMAN AND WIFE, EDWINA FORSTMAN
hereinafter referred to as Grantor(s), do hereby grant, bargain, sell or convey unto

RONALD L. MOORE, a married man

hereinafter referred to as Grantee in fee simple, together with every contingent remainder and right
of reversion, the following described real estate, situated in Shelby County, Alabama, to-wit:

The NE 1/4 of the SE 1/4 of Section 4, Township 20 South, Range 1 West, Shelby County,
Alabama, described as follows: Commence at the NE corner of said 1/4-1/4 Section; thence run
West along the North line of said 1/4 - 1/4 Section a distance of 1144.02 feet; thence turn left 90
degrees 00 minutes 00 seconds a distance of 306.55 feet to the Point of Beginning; thence turn
right 91 degrees 13 minutes 03 seconds a distance of 197.53 feet; thence turn left 90 degrees 00 minutes 00 seconds
a distance of 300.00 feet; thence turn left 90 degrees 00 minutes 00 seconds
a distance of 425.89 feet to a Point in the centerline of a paved county road; thence turn left 91
degrees 24 minutes 02 seconds along said centerline a distance of 58.78 feet; thence turn right
09 degrees 40 minutes 03 seconds along said centerline a distance of 48.16 feet; thence turn right
06 degrees 43 minutes 48 seconds along said centerline a distance of 53.46 feet; thence turn right
03 degrees 39 minutes 21 seconds along said centerline a distance of 53.01 feet; thence turn right
00 degrees 28 minutes 58 seconds along said centerline a distance of 68.00 feet; thence turn left
01 degree 11 minutes 10 seconds along said centerline a distance of 30.96 feet; thence turn left
107 degrees 56 minutes 58 seconds a distance of 295.98 feet to the Point of Beginning.

Together with all and singular, the rights and privileges hereditaments, and appurtenances thereto belonging or in anywise
appertaining.

To have and to hold, to the said Grantee, heirs and assigns forever.

And said Grantors does covenant herself, their heirs, executors and assigns, covenant with said Grantee,
their heirs and assigns, that they are lawfully seized in fee simple of said premises, that they are free from all
encumbrances, that they have a good right to sell and convey the same as aforesaid, and that they will, and their
heirs, executors and assigns shall, warrant and defend the same to the said Grantees, their heirs, executors and
assigns forever, against the lawful claims of all persons.

In witness, whereof, I have hereunto set my hand and seal this 27th day of
November, 1996.

Witness

JAMES D. FORSTMAN
EDWINA FORSTMAN

State of Alabama

County of Jeff

I, Terri L. Tumbin, a Notary Public in and for said County, in said
State, hereby certify that James D. Forstman and wife, Edwinna Forstman Grantees, whose name
is signed to the foregoing conveyance, and who is known to me, acknowledge before me on this day,
that, being informed of the contents of the conveyance she executed the same voluntarily on the day
the same bears date.

Given under my hand and official seal this 27th day of November, A.D., 1996.

Notary Public

PO Box 540
Chelsea, AL 35043

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