

STATE OF ALABAMA)

COUNTY OF Shelby)

COVENANTS TO RUN WITH LAND

WHEREAS, Oscar F. Fincher

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

09/15/1998-36037
10:23 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 CRH 21.00

Insl # 1998-36037

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

facility/dwelling and the property on which it is situated until such time as the system is no longer required by the Administrative Code, the same being the case when the facility/dwelling is connected to a public or private sanitary sewer system.

Dated this, the 15 day of September, 1998.

Oscar F. Fincher

(Signature(s) of Owner(s))

Donald E. Williamson, M.D.
State Health Officer

By Larry W. Rush 9-15-98
(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 Oscar F. Fincher

_____, whose name(s) is/are
(Name(s) of Owner(s))

signed to the foregoing instrument, and who is/are known to me, acknowledge(s) before me this day that, being informed of the contents thereof, he/she/they has/have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 15th day of Sept., 1998.

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

Donald E. Williamson, M. D.

certify that By: Larry W. Rush
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 15th day of Sept., 19 98.

Shelia D. Stutz
Notary Public

My Commission Expires 9/11/99

Exhibit "A"

All property in the survey of _____, a map/deed of which is recorded in Map/Deed Book 232, page 851 or instrument # _____, in the Probate Office of Shelby County, Alabama. Or all property described in the attached legal description.

See Attached

STATE OF ALABAMA,
SHELBY COUNTY....

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THIS INDENTURE, made and entered into, on this the 31st day of October, 1964, by and between the undersigned, Newman Whitfield and wife, Betty Whitfield, being the sole heirs of Birtie Whitfield, deceased, who departed this life intestate on or about December 30, 1946 in Shelby County, Alabama, and E. C. Whitfield and wife, Emma Jean Whitfield, party of the first part; and Oscar Ferrell Fincher and wife, Mary Ann Fincher, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Seven Hundred Dollars (\$700.00), in hand paid to them by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and by these presents does grant, bargain, sell, and convey unto the party of the second part, their heirs and assigns, the following described real property, situate, lying and being in the County of Shelby, State of Alabama, to wit:

Begin at the Southwest Corner of the SW¹/₄ of SW¹/₄, Section 5, Township 18, Range 2 East; thence 1320 feet to the Southeast Corner of said forty acres; thence North 330 feet to the intersection of South Right-of-Way of Shelby County Highway No. 43; thence in a Southwesterly direction along said Highway Right-of-Way to the intersection of the West boundary line of said forty acres; thence South 189 feet to the starting point.

TO HAVE AND TO HOLD, the said above described real estate, unto the said Oscar Ferrell Fincher and wife, Mary Ann Fincher, party of the second part, and unto their heirs and assigns forever.

We, the party of the first part, do for ourselves, and our heirs, executors, and administrators, covenant with the said Oscar Ferrell Fincher and wife, Mary Ann Fincher, the party of the second part, and unto their heirs and assigns, that we, the party of the first part are lawfully seized in fee simple of said premises; that said premises are free from all encumbrances; that we, the party of the first part, have a good right to sell and convey the same, as aforesaid; that we, the party of the first part, will and our heirs, executors and administrators shall warrant and defend the same to the said

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heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we, the party of the first part, have hereunto set our hands and seals on this the 31st day of October, 1964.

Thurmond Whitfield (SEAL)

Betty Whitfield (SEAL)

E C Whitfield (SEAL)

Emma Jean Whitfield (SEAL)

STATE OF ALABAMA,
SHELBY COUNTY....

I, Francis Warren, a Notary Public, in and for said County, in said State, hereby certify that E. C. Whitfield and wife, Emma Jean Whitfield, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

STATE OF ALA. SHELBY CO. Given under my hand this the 30th day of October, 1964.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 11/6 1964
RECORDED & INDEXED
BY 100 TAX
PD. CH. 1

Francis Warren
Notary Public, Shelby County, Ala.

03/15/1998-36037
10:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 CRH 21.00

NOTARY PUBLIC, ALABAMA,
JEFFERSON COUNTY.

I, L. Eugene Sammit, a Notary Public, in and for said County, in said State, hereby certify that Newman Whitfield and wife, Betty Whitfield, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 31st day of October, 1964.

L. Eugene Sammit
Notary Public, Jefferson County, Ala.

Inst : 1998-36037

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