

STATE OF ALABAMA )

COUNTY OF Shelby )

COVENANTS TO RUN WITH LAND

WHEREAS, AMBERSON CONSTRUCTION, 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

10/23/1998-41535  
10:01 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 CRH 18.50

1056 + 1998-41535

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 23rd day of October, 1998.

[Signature]  
(Signature(s) of Owner(s))

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

By Larry W. Rush 10-23-98  
(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 Amberson Construction Inc.  
by Richard C. Amberson, 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 23rd day of  
October, 1998.

Shelia D. Skutts  
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 23rd day of October, 1998.

Shelia D. Stuffs  
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 \_\_\_\_\_, page \_\_\_\_\_ or instrument # 1998-41471, in the Probate Office of Shelby County, Alabama. Or all property described in the attached legal description.

See Attached

This Instrument was prepared by:  
Thomas J. Thornton  
1119 Willow Run Road  
Birmingham, Alabama 35209

Send Tax Notice to:  
Robert C. Sinclair

140 WINDSOR LANE  
PELHAM, AL 35124

### WARRANTY DEED

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Thirty One Thousand Five Hundred and 00/100 Dollars (\$31,500.00) and other good valuable consideration, in hand paid by Robert C. Sinclair (GRANTEE) receipt of which is hereby acknowledged, Weatherly Lands, L.L.C. (GRANTOR) does grant, bargain, sell and convey unto the GRANTEE, the following described real estate situated, lying and being in the County of Shelby, State of Alabama, and being more particularly described as follows:

Lot 1315, according to the Survey of Weatherly, Wixford Forest, Sector 13, as recorded in Map Book 22, Page 23, in the Probate Office of Shelby County, Alabama.

Minerals and mining rights excepted.

Subject to:

1. Taxes for the year 1998 and subsequent years.
2. Setback lines, easements and restrictions as shown on the record map.
3. Restrictive Covenants as recorded in Instrument #1996-23993 in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said GRANTEE, his heirs and assigns, forever.

And the said GRANTOR does for itself and for its successors and assigns, covenant with the said GRANTEE, his heirs and assigns, that it is lawfully seized in fee simple of said Premises, and that it has a good right to grant and convey the aforesaid property, that it will and its successors and assigns shall warrant and defend the same to the said grantee and his heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Managing Member of the Grantor, in his capacity as such Managing Member, and with full authority to do so, has hereunto set his hand and seal, this 10<sup>th</sup> day of October, 1998.

WEATHERLY LANDS, L.L.C.  
Inst # 1998-41535

By: Thomas J. Thornton (SEAL)  
Thomas J. Thornton, Managing Member  
10/22/1998-41535  
10:00 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
005 CRH 18.50

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas J. Thornton, as Managing Member of Weatherly Lands, L.L.C., whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he, in his capacity as such Managing Member and with full authority to do so, executed the same voluntarily on the day the same bears date

Given under my hand and seal this 10<sup>th</sup> day of October, 1998

Maria E. Wilson  
Notary Public  
My Commission expires July 2, 2001  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 2, 2001  
BOUNDED THRU NOTARY PUBLIC UNDERWRITERS

10/22/1998-41471  
03:38 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CRH 18.00