

Tara-Sector 2-Lot 4
Brian Cook

STATE OF ALABAMA)

COUNTY OF Shelby)

COVENANTS TO RUN WITH LAND

WHEREAS, Brian C & Shonda B Cook

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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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 _____ day of _____, 19____.

Thondra G. Cook
(Signature(s) of Owner(s))

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

By: 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 _____

_____, 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 _____ day of _____, 19____.

Notary Public

My Commission Expires _____

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:

W. J. 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 hereof, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 23rd day of February, 19 99.

Shelia E. Smith

Notary Public

My Commission Expires

9/11/99

Exhibit "A"

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

See Exhibit "A" Attached

Exhibit "A"

INST # 1999-10210

This instrument was prepared by:
Clayton T. Sweeney, Attorney
2700 Hwy. 280E, Suite 290E
Birmingham, AL 35223

03/11/1999-102101/ SEND TAX NOTICE TO:
09:41 AM CERTIFIED BRIAN C. COOK
SHELBY COUNTY JUDGE SHONDA R. COOK
OF PROBATE
002 CRH 27.00

2864 Ridge Parkway
Trussville, AL 35173

STATE OF ALABAMA}
JEFFERSON COUNTY}

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS, That in consideration of **SEVENTY-EIGHT THOUSAND NINE HUNDRED DOLLARS AND NO/100's (\$78,900.00)** to the undersigned grantor, J.W.S., LLC, an Alabama limited liability company, (herein referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell, and convey unto **BRIAN C. COOK and SHONDA R. COOK** (herein referred to as GRANTEE, whether one or more), as joint tenants with rights of survivorship the following described real estate, situated in **JEFFERSON County, Alabama**:

Lot 4, according to the Survey of Tara Subdivision, Sector Two, as recorded in Map Book 24, Page 123, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to:

Ad valorem taxes for 1999 and subsequent years not yet due and payable until October 1, 1999. Existing covenants and restrictions, easements, building lines, and limitations of record.

\$63,120.00 was paid from the proceeds of a mortgage loan closed simultaneously herewith.

THIS INSTRUMENT IS EXECUTED AS REQUIRED BY THE ARTICLES OF ORGANIZATION AND OPERATIONAL AGREEMENT OF J.W.S., LLC AND SAME HAVE NOT BEEN MODIFIED OR AMENDED.

TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I/we do for myself/ourselves and for my/our heirs, executors, and administrators, covenant with said GRANTEES their heirs and assigns, that I am/we are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that I/we have a good right to sell and convey the same as aforesaid, and that I/we will and my/our heirs, executors, and administrators shall warrant and defend the same to the said GRANTEES, their heirs executors and assigns forever, against the lawful claims of all persons.

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CLAYTON T. SWEENEY, ATTORNEY AT LAW