

STATE OF ALABAMA

COUNTY OF SHELBY

COVENANTS TO RUN WITH THE LAND

WHEREAS, Justin S. Adams or Denise Adams

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

Inst # 2000-08373

03/16/2000-08373

09:40 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 HNS 16.00

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<sup>th</sup> day of March, 2000.

Denise Adams  
(Signature(s) of Owner(s))

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

By: John E. Smith Jr  
(Local Health Officer's Signature)

Exhibit "A"

All the property in the survey of \* See Attached, a map/deed of which is recorded in <sup>Real</sup> Map/Deed Book 28, page 152 or instrument # \_\_\_\_\_ in the Probate Office of Shelby County, Alabama. Or all property described in the attached legal description.

STATE OF ALABAMA

COUNTY OF SHELBY

I, The undersigned Notary Public in and for said County, in said State, hereby certify that Denise Adams whose name(s) is/are 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 15<sup>th</sup> day of March, 2000.

Shelia D. Cook  
Notary Public

My commission Expires 09/13/03

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:

John E. Dwyer  
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 15<sup>th</sup> day of March, 2000

Shelia D. Cook  
Notary Public

My Commission Expires 09/13/03

"EXHIBIT A"

Commence at the Northeast Corner of the Southeast 1/4 of the Northeast 1/4 of Section 33, Township 20 South, Range 2 West; thence run West along the North line of said 1/4-1/4 988.84 feet to the point of beginning; thence continue on the last described course 1005.61 feet; thence turn 91 degrees 38 minutes 27 seconds left and run South 1463.31 feet to a point in the centerline of a road; thence turn 102 degrees 11 minutes 17 seconds left and run Northeasterly 430.43 feet; thence turn 15 degrees 16 minutes right and run Northeasterly 109.79 feet; thence turn 10 degrees 12 minutes 28 seconds left and run Northeasterly 134.43 feet; thence turn 7 degrees 44 minutes 33 seconds left and run Northeasterly 105.31 feet; thence turn 1 degree 30 minutes 10 seconds right and run Northeasterly 131.54 feet; thence turn 1 degree 37 minutes right and run Northeasterly 100 feet; thence turn 13 degrees 50 minutes 45 seconds left and run Northeasterly 8.38 feet; thence turn 74 degrees 14 minutes 35 seconds left and run North 1270.01 feet to the point of beginning.

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004 MMS 16.00

BOOK 028 PAGE 153

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

MAY 23 AM 11:16

*Thom A. Shuler, Jr.*  
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$ 8.50
Deed Tax	
Mineral Tax	5.00
Recording Fee	1.00
Index Fee	
TOTAL	\$ 14.50