

STATE OF ALABAMA)
COUNTY OF SHELBY)

**COVENANTS
CLUSTER SEWER SYSTEM
MOUNTAIN LAKES SUBDIVISION**


20040908000501180 Pg 1/4 23.00
Shelby Cnty Judge of Probate, AL
09/08/2004 15:10:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS: that in consideration of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration, in hand paid by **COMMUNITY ENVIRONMENTAL SYSTEMS, INC.**, an Alabama Onsite Management Entity corporation "Grantee" herein, the receipt whereof is acknowledged, and of the Covenants and conditions set forth herein we the owners of the subject real property, **DESIGNMARK BUILDERS, L.L.C.**, AN Alabama Limited Liability Company, as the owner of the subject real property, herein referred to as "Grantor" or "Owner", do hereby Covenant, agree and bind ourselves and our heirs, personal representatives, successors and assigns, to each Covenant and agreement set forth herein, for the following described real property, situated in Shelby County, Alabama, herein referred to as the "Property" to-wit:

Lots 1, 2, 3, 4, 6, 7, 8, 10, 12, 13, 16, 18, 22, 23, 24, 36, 37, 39, 40 and 41, according to Mountain Lakes Subdivision, as recorded in Map Book 31 Page 129, in the Office of the Judge of Probate of Shelby County, Alabama.

RECITALS

As used herein the "Subdivision shall refer to Mountain Lakes Subdivision as Recorded in Map Book 31, Page 129 in the Office of the Judge of Probate of Shelby County, Alabama

As used herein "Lot" shall refer to a platted parcel the above describes parcel of real property.

As used herein the terms "Grantee", "Utility" or "Grantee Utility" shall each mean Community Environmental Systems, Inc.

As used herein the Utility's sanitary sewer system being installed or installed in the Mountain Lakes Subdivision is herein referred to as the "Cluster System".

As used herein "Property" shall refer to all parcels of real property served by the Cluster System.

These Covenants shall be binding upon the Grantor and the Grantee, and their respective successors, assigns, and their heirs, executors or personal representatives.

These Covenants shall be governed by, and construed in accordance with, the laws of the State of Alabama.

The use of one gender shall include all other genders, the use of singular shall include the plural, and the use of the plural shall include the singular, all as may be appropriate to the context in which they are used.

Should any provision of these Covenants be deemed unenforceable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining portions.

COVENANTS

1. The Utility hereby notices Grantor and each of Grantor's heirs, personal representatives, successors and assigns as purchaser or owner of a Lot to connected to the Cluster System owned and operated, or to be owned and operated by Grantee Utility, that prior to the connection of the Lot to the Cluster System or the construction of a residence or other structure requiring sewer service upon the Lot an individual plot plan must be, and will be, submitted by the Lot Owner to the County Health Department with the proposed location of underground utility lines, driveways, sewage lines, septic tank, house and other structures, location of all surface waters, water storage or flood easements, existing or proposed wells and all setbacks per Onsite Rules Chapter 420-3-1. The plan must be drawn to scale, show all drainage plans and other applicable information required by 420-3-1-.17.

2. No part of the Onsite Sewer System or the Utility's Cluster System for the Lot may be covered or used until the appropriate governmental authority is afforded an opportunity to inspect the system if requires per 420-3-1-.20 or any other applicable law or regulation. No major modification shall be made onsite without the prior approval of the design engineer with conference with the County Health Department.

3. Any installation of any component of the Lot's Onsite Sewer System or of the Cluster System to be situated in the Public Right-of-Way shall be submitted to, and approved by, the governmental authority having jurisdiction over the Right-of-Way, and any line or component of the Lot's Onsite Sewer System or Cluster System situated in an easement, not a non-exclusive easement, shall be submitted to and approved by the appropriate dominant and subservient tenancies of that easement.

4. Prior to discharging into the Cluster System, the Lot Owner or its heirs, personal representatives, successors or assigns must enter into a written sewer service contract with the Grantee Utility setting forth the terms and conditions upon which the sewer service will be provided by the Utility. Once a sewer service contract is entered into between the Utility and the Lot Owner, the regular monthly or annual sewer service fee shall commence upon the first to occur of, the issuing of a Certificate of Occupancy by the appropriate Governmental Authority, or the connection is made for permanent water and electricity utility service to the Lot.

5. The Lot Owner shall have installed, or cause to be installed, the components of the Onsite Sewer System along with any connection to the Cluster System at no expense to the Utility, including but not limited to; (a) a watertight septic tanks that is approved by the Utility and the Governmental Authority having jurisdiction thereof, (b) a filter at the septic tank of a type that is approved by the Utility and the Governmental Authority having jurisdiction thereof, (c) a sewer service out-fall line from the septic tank to the point of connection to the common sewer line of the

Cluster System, (d) any pumps or force mains required to discharge effluent from the septic tank to the Cluster System sewer lines, and (e) a lockable shut off valve on the Lot side of the water meter to which the Utility is hereby granted access for the purpose of shutting off the water service to the Lot for any breach of the sewer service agreement between the Utility and the Lot Owner.

6. The Grantee Utility retains exclusive right to extend sewers lines beyond the limits of the Property and Cluster System to serve other real property so long as such extensions cause no additional expense to the Grantor.

7. Grantor Lot Owner grants Grantee Utility, or its agents, contractors, sub-contractors and their personnel access over and across the Lot to inspect, test maintain, repair, replace or remove the Onsite or Cluster System components situated thereon. Lot owner acknowledges and agrees that the Lot's septic tank should be pumped every third year or such other interval of time as shall be required by the appropriate governmental authority. Lot Owner instructs and grants Utility or its personnel, contractors or subcontractors access to timely pump the Lot's septic tank. Lot Owner agrees to reimburse the Utility the cost to timely pump the Septic tank plus fifteen percent (15%) administrative cost.

8. All sewer lines installed in public Right-of-Way, whether by the Grantor or its contractors, the Utility or the Lot Owner, shall comply with the standards, directives and regulations of the Governmental Authority having jurisdiction over such Right-of-Way, regardless of whether the Right-of-Way has been dedicated or is proposed to be dedicated.

9. In all future conveyance documents, including but not limited to any deed and mortgage(s), for the Lot the subject to these Covenants, shall be conveyed subject to the following Covenants running with the land, whether by reference to the recording of this instrument, or by setting forth therein substantially the following language:

"The real property herewith conveyed, herein referred to as the "Lot" is subject to an agreement between, Community Environmental Systems, Inc., herein referred to as the "Utility", and the County Department of Health, the Alabama Department of Public Health, and/or the Alabama Department of Environmental Management, for the Utility or its successors and assigns to provide sewage disposal service for the subject Lot in consideration of a sewer service fee due to and established by the Utility and subject to change from time to time by the Utility pursuant to the regulations of the State of Alabama pursuant to the Onsite Wastewater Management Entities Act (§22-25A-1 et seq., Ala. Code (2001) and the Utility's Certificate of Financial Responsibility. The sewer service fee is payable annually or monthly by the Lot Owner in advance to the Utility for such services. The Lot Owner does hereby for himself/herself/themselves/itself and for his/hers/theirs/its heirs, personal representatives, successors and assigns Covenant to timely pay said sewer fee and for himself/herself/themselves/itself and for his/her/its heirs, personal representatives, successors and assigns, further acknowledges that the failure to timely pay said fee shall result in a lien on the subject Lot enforceable according to the laws of the State of Alabama, and the possible termination of water and/or sewer service to the Lot.

'In the event of any breach of the sewer service agreement between the Utility or the Lot Owner, or in the event any sewer fee or charges due Utility from the Lot Owner remains unpaid for thirty (30) calendar days, the Lot Owner/purchaser/owner/grantee, as the case may be, of the subject real property does for himself/herself/themselves/itself and for his/hers/theirs/its heirs, personal representatives, successors and assigns grant unto the Utility the absolute right to shut off the water and/or the sewer service to the subject Lot with ten (10) days prior written notice to the Lot Owner. The Lot Owner shall hold the Utility harmless from any loss, claim, cost, expense, judgment, legal expenses, damage injury or illness arising from the Utility shutting off the water or sewer service to the Lot; and the Lot Owner shall defend and hold harmless the Utility from all such loss, claim, cost, expense, judgment, legal expenses, damage, injury or illness arising from the Utility shutting off the water or sewer service to the Lot.

'Until such time as a Governmental Authorities having jurisdiction, or a court of competent jurisdiction, shall terminate the Utility's exclusive right to provide the sewer service, the Lot Owner agrees that the Utility has the exclusive right to provide sewer service to the subject property. Lot Owner agrees to pay all cost and legal expenses of Utility arising from Utility enforcing its exclusive right to provide the Lot Owner sewer service for the subject Lot."

10. Upon acceptance by the Grantee Utility of any or all of the components of the Lot's onsite components of Cluster System, whether from the Grantors or from a subsequent owner of the Lot connected to, or to be connected to, the Cluster System, or his/her/their/its heirs, personal representatives, successors or assigns, the Utility or its successors or assigns, shall hold such party harmless from any damage or financial loss and shall defend all claims brought against it arising from the operation, maintenance, repair, permit(s), license(s) or compliance with statutes or regulations of any Governmental Authority which shall now, or in the future, have jurisdiction over such matters involving any portion or component of the Cluster System once title to which has been accepted by the Utility.

11. NOW, THEREFORE: "Public notice is hereby given that the Property described herein is subject to an on-site sewage disposal permit issued by the County Health Department, Alabama Department of Environmental Management and/or the Alabama Department of Public Health, as their jurisdiction may appear, The permit may restrict the use of the Owner's lot or obligate the Owners of the Lots and the Utility to special maintenance and reporting requirements and the permit may restrict the Utility to special maintenance and reporting requirements and penalties. These conditions are on file with the appropriate governmental agency or department and subsequent purchasers are directed to inquire at the various departments.

12. The Grantor for itself its purchasers, heirs, personal representatives, successors and assigns as owner of a Lot connected to or to connected to the Cluster System owned and operated, or to be owned and operated by Grantee Utility does Covenant and agree to abide by the following rules and prohibitions:

PROHIBITED SUBSTANCES

DO NOT FLUSH

Coffee grinds	Dental floss	kitty liter	Tampons
Disposal diapers	sanitary napkins	Cigarette butts	Condoms
Fats, grease or oil	Paper towels	Paints	Varnishes
Thinners	Motor oil	Pesticides	Fuels
	Photographic solutions		

NO GARBAGE DISPOSALS SHALL DISCHARGE INTO THE SYSTEM

GENERAL:

- A. No storm water from pavements, area roads and ways, roof runoff water, foundation drains, subsurface drains, water from springs, cooling water, basement sump pump discharge, photographic developing or processing chemicals, unpolluted industrial or commercial process water, or other sources shall be admitted to the Utility's sewer system.
- B. The discharge of garbage to the Utility's sewer system is expressly prohibited. Properly shredded garbage may be discharged into the Utility's sewer system when expressly authorized by the Utility. Normal household shredded garbage from the kitchen residential garbage disposal is permitted.
- C. This does not preclude pump-out of manholes by a utility company of manholes, which should be kept dry or in a reasonably dry condition.

DISCHARGE:

No person shall cause or permit to be discharged into the Utility's wastewater sewage system any toxic substance or waste having any of the following characteristics:

- A. Waste containing any gasoline, naphtha, fuel, oil or other liquids, solids or gases which by reason of their nature or quality may cause fire or explosion or be in any other way injurious to persons, the structures of the wastewater sewage system or its operation.
- B. Wastewater containing any photographic developing or processing fluids or chemicals.
- C. Waste having a temperature in excess of 120 Degrees Fahrenheit or lower than 20 Degrees Fahrenheit.
- D. Washes having a PH lower than 6.0 or higher than 9.0 having any corrosives property capable of causing damage or hazards to structures, components, equipment or personnel of the wastewater sewage system.
- E. Waste containing any noxious or malodorous gas or substance that either singly or by interaction with sewage or other waste is likely, in the opinion of the appropriate governmental authority or the Utility, to create a public nuisance or hazard to life or prevent entry to sewers for their maintenance or repair.
- F. Waste containing ashes, cinders, sand, mud, straw, shavings, metal, paint, glass, rags, feathers, tar, plastic, wood, cotton or other fibers, lime, slurry or any other solid or viscous material of such character or in such quantity as in the opinion of the Utility may cause an obstruction to the flow in sewers or otherwise interfere with the proper operation of the sewer system.
- G. Waste containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65.
- H. Waste water containing soluble substances in such concentrations as to cause the specific gravity to be greater than 1.1.
- I. Waste containing any of the following substances in concentrations exceeding those shown in the following tables as measured by an acceptable method:

SUBSTANCE	MAXIMUM PERMISSIBLE CONCENTRATIONS (mg per 1000 gallons)
Phenolic Compounds, e.g.,	
As C ₆ H ₅ OH	1.00
Cyanides as CN	0.00
Cyanates as CNO	0.00
C.B.O.D. (5day)	300.00
Iron as FE	3.00
Trivalent Chromium as CR plus three	0.05
Hexavalent Chromium as CR plus six	0.05
Nickel as Ni	0.05
Copper as Cu	0.50
Lead as Pb	0.50
Zinc as Zn	0.50
Mercury as Hg	0.00

- J. Waste containing other matter detrimental to the operation of a sewage treatment plant or sanitary sewers causing erosion, corrosion or deterioration in sewers, equipment and structures of a sanitary or sewer plant.
- K. Waste containing more than 100 mg per 1000 gallons by weight of tar, fat, oil or grease.
- L. Waste containing more than 10 mg per 100 gallons of any of the following gases: hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.
- M. Waste containing toxic substances in quantities sufficient to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals or create any hazard in the sewer system operation and such toxic waste shall include, but not be limited to, waste containing cyanide, chromium and/or copper ions.
- N. Any waste containing toxic substances in quantities sufficient to interfere with biochemical processes of the sewage treatment works or that will pass through the sewage treatment works and exceed the local, state and/or federal requirements in respect thereof.
- O. Any waste containing radioactive isotopes.

TO HAVE AND TO HOLD to said Grantee, its successors and assigns forever.

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IN WITNESS OF THESE PRESENTS, the said Grantors and Grantee, by its duly authorized officers, do hereby agree and Covenant for themselves and their successors, assigns, and their heirs, personal representatives, successors and assigns they have hereunto set their hands and seals, this 27 day of AUGUST, 2004.

GRANTORS:
DESIGNMARK BUILDERS, L.L.C.

By: [Signature]
MARK L. MARLOW
ITS MANAGER

GRANTEE:
COMMUNITY ENVIRONMENTAL SYSTEMS, INC.

By: [Signature]
CHARLES G. KESSLER, JR.
Its: PRESIDENT

ACKNOWLEDGMENTS

STATE OF ALABAMA)
COUNTY OF Jefferson)

Before me, Rebecca W Knox, a Notary Public for said County, in said State, hereby certify that MARK L. MARLOW., whose name is signed to the foregoing, in his capacity as Manager and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 27 day of August, 2004.

Rebecca W Knox
NOTARY PUBLIC
My Commission Expires MY COMMISSION EXPIRES NOVEMBER 22, 2006

STATE OF ALABAMA)
COUNTY OF Jefferson)

Before me, Rebecca W Knox, a Notary Public for said County, in said State, hereby certify that CHARLES G KESSLER, JR whose name is signed to the foregoing as _____ of COMMUNITY ENVIRONMENTAL SYSTEMS, INC., and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 27 day of August, 2004.

Rebecca W Knox
NOTARY PUBLIC
My Commission Expires MY COMMISSION EXPIRES NOVEMBER 22, 2006