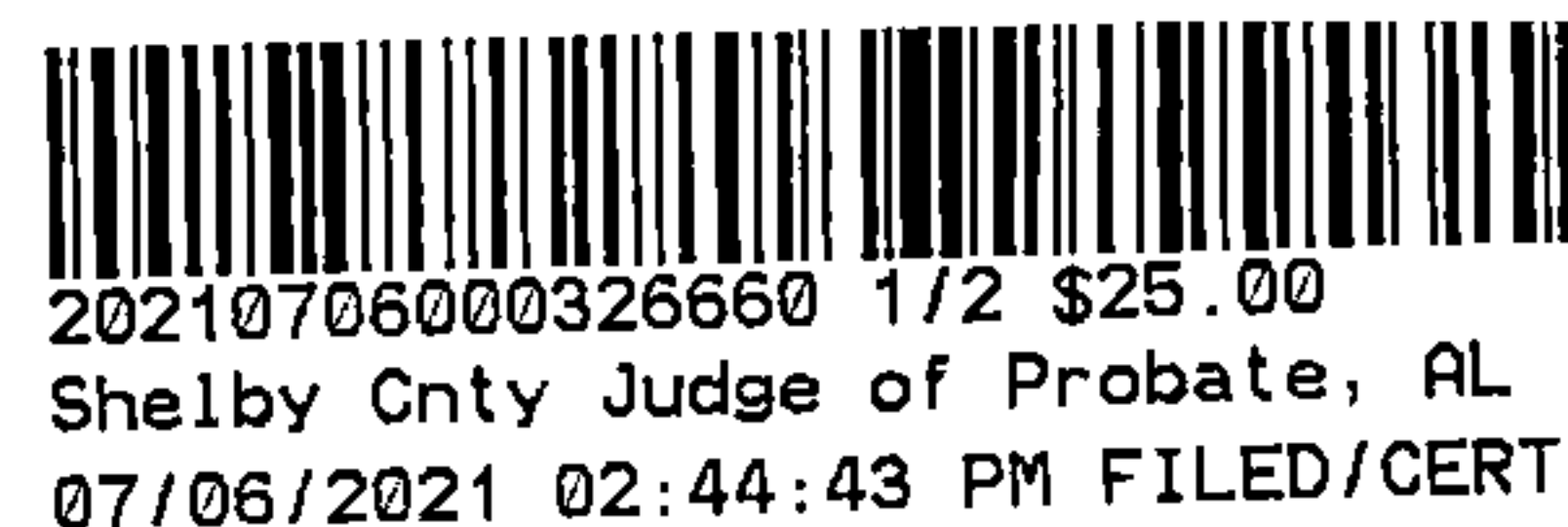


Covenants to Run with the Land



WHEREAS, Holland Homes, is the owner of certain real property situated in Shelby County, Alabama, described in Exhibit A, hereto and incorporated herein fully.

WHEREAS, the owners have requested and the Shelby County Board of Health has approved the construction and use of the onsite sewage system to serve lot number .

WHEREAS, the approval of the Shelby County Board of Health for the onsite sewage system is granted upon the condition that the owners and their successors in title that it or they will satisfy these covenants.

NOW, THEREFORE, in consideration of the premises, the owner Holland Homes, hereby grant and convey as encumbrances on land described as Exhibit A the following restrictions and covenants to run with the land as hereinafter described:

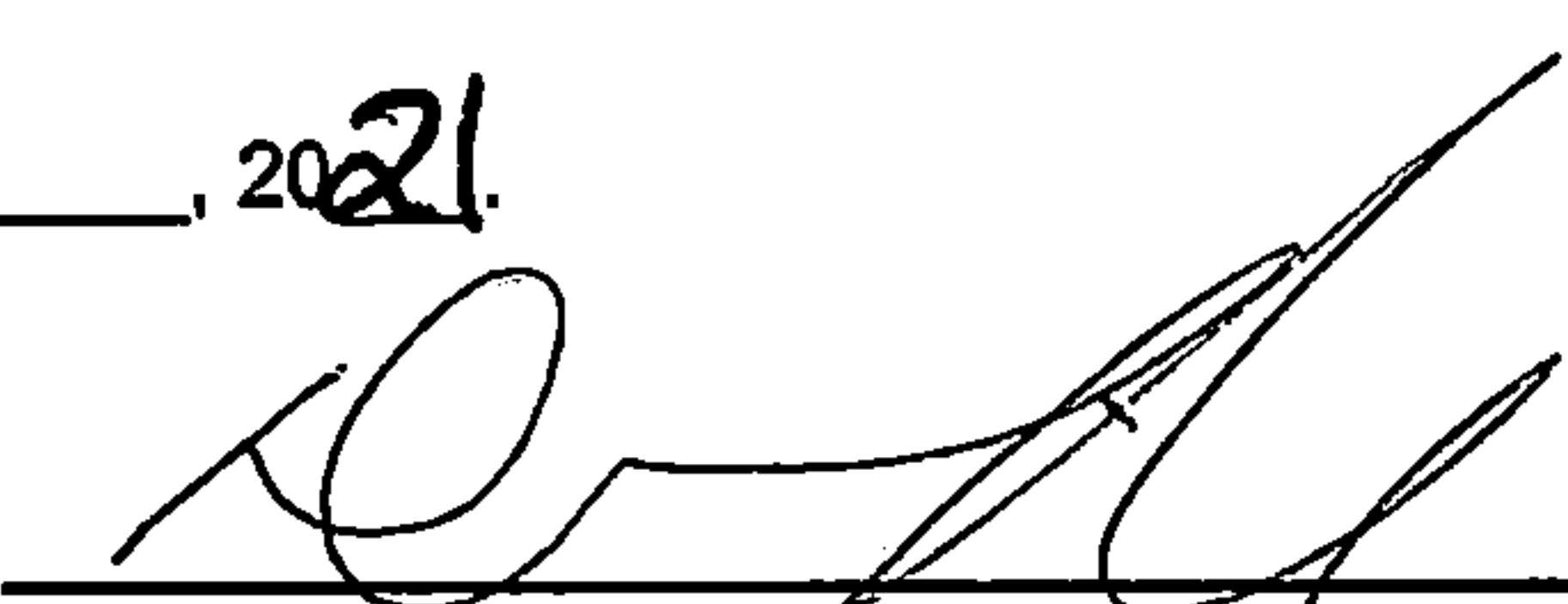
1. That the undersigned owners, Holland Homes, its successors, assigns and subsequent purchasers of the onsite sewage system located at 732 Hickory Hollow, Lot 12 Chelsea, AL 35043 shall own the system subject to the conditions in the onsite disposal permit or permits issued by the Shelby County Department of Public Health and the State of Alabama Department of Public Health, and will also comply with the provisions of the Alabama Administrative Code, Chapter 420-3-1. And are hereby notified that the property described herein and/or the onsite sewage disposal system may restrict the use of the lot and/or obligate the owner to special maintenance and reporting requirements.
2. That the whole of the land described in Exhibit A shall not be subdivided without approval of the Shelby County Health Officer.
3. No repair, alteration or addition will be made to the approved onsite sewage system without written approval of an engineer (P.E.) and the Shelby County Health Officer.

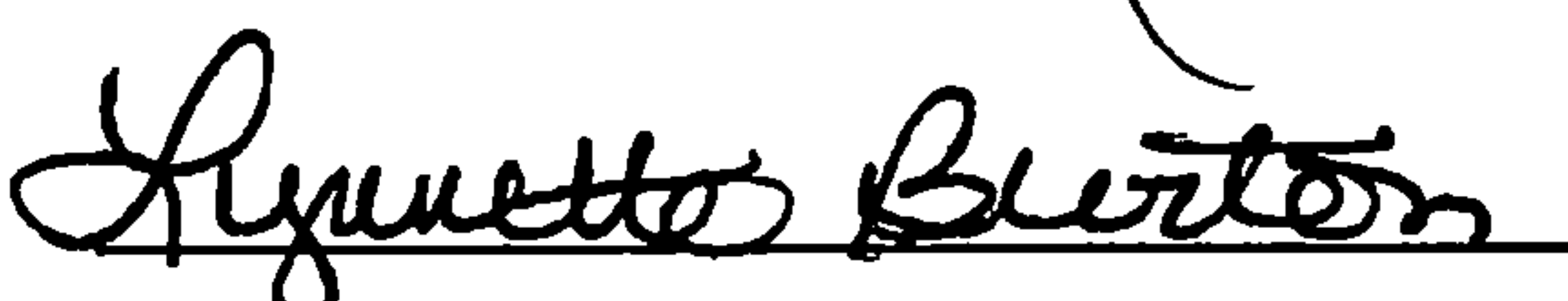
These covenants shall run with the land and be binding on all present owners and future owners or occupants of said facility and the property on which the onsite sewage system is situated until such time as the system is no longer required by the Shelby County Board of Health through its Health Officer.

Dated this the 6 day of June, 2021.

Health Department Permit Number: 208772

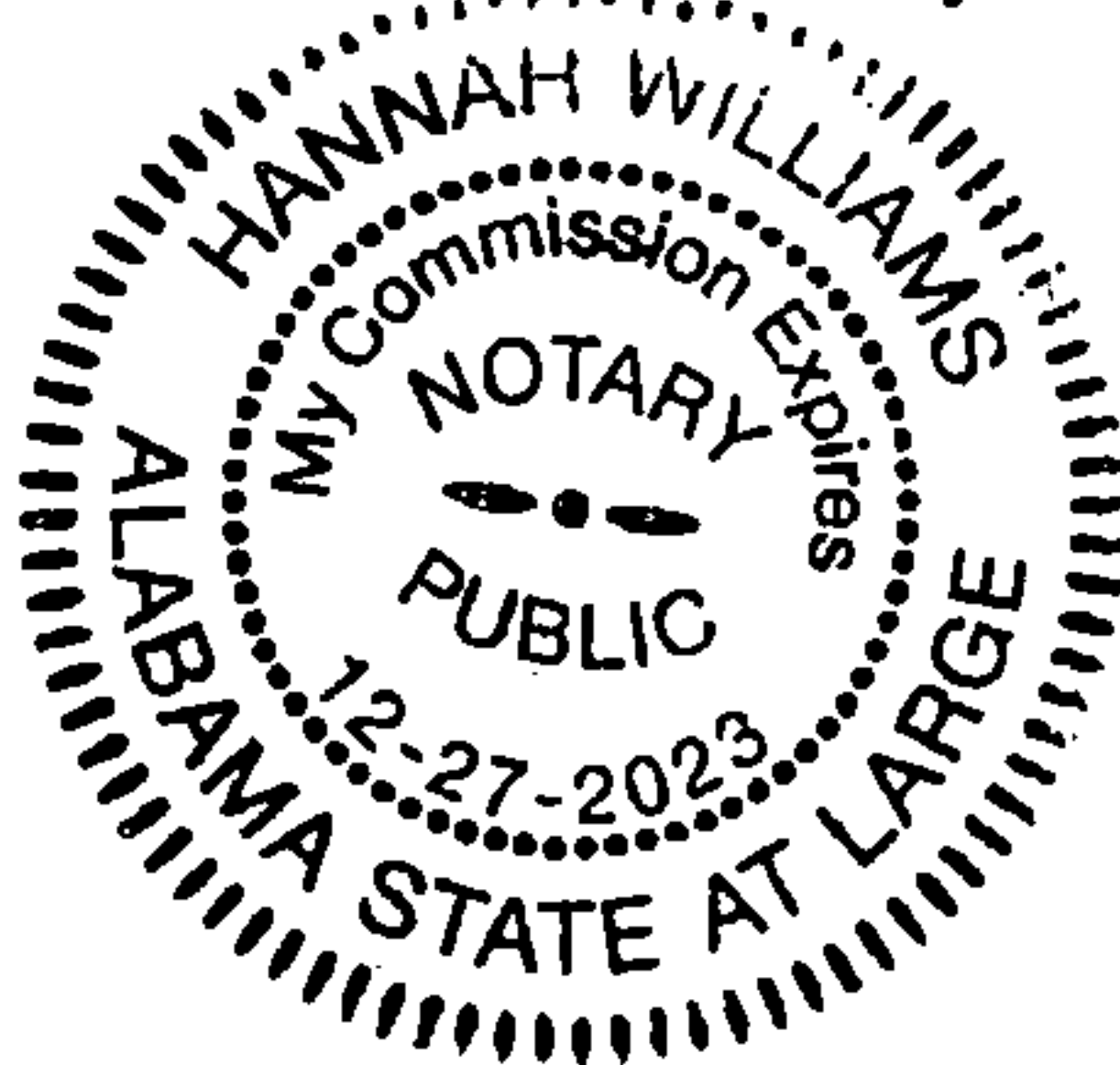
Prepared By: Ken Stephens

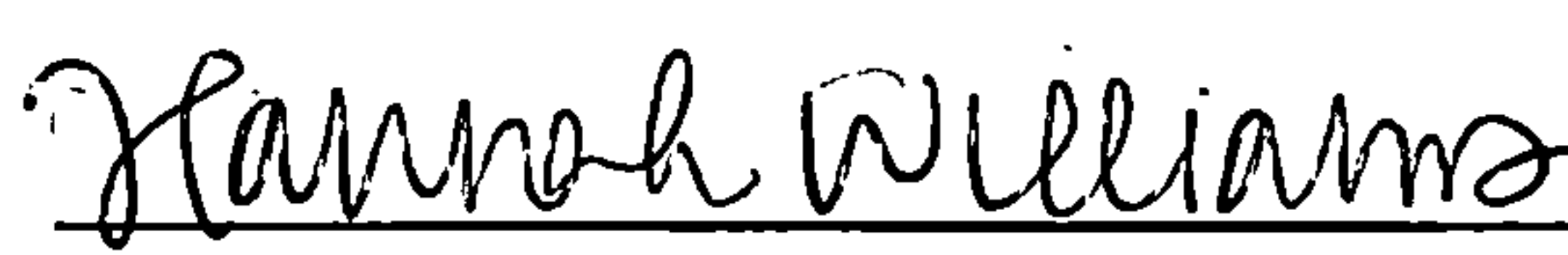

Owners/Authorized Representative Signature


Health Officer/Authorized Representative Signatures

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned Notary Public in and of the County in said State, hereby certify Daniel Holland, 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 of the same bears date.




NOTARY PUBLIC
My Commission Expires 12/27/2023

THIS INSTRUMENT PREPARED BY:

J Alex Muncie III
MUNCIE & MATTSON, P.C.
P.O. BOX 3208
AUBURN, ALABAMA 36831
334.821.7301

WARRANTY DEED

STATE OF ALABAMA
COUNTY OF SHELBY



20210706000326660 2/2 \$25.00
Shelby Cnty Judge of Probate, AL
07/06/2021 02:44:43 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of TEN (\$10.00) DOLLARS, and other good and valuable consideration, to the undersigned **Tall Timbers, LLC**, an Alabama limited liability company (hereinafter referred to as Grantor) in hand paid by **Holland Homes, LLC**, an Alabama limited liability company (hereinafter referred to as Grantee), the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee that certain parcel of real estate situated in Lee County, Alabama, being more particularly described as:

Lot 12, according to the Final Plat of The Highlands of Chelsea, Phase 1, Sector 2, a residential Subdivision as recorded in Map Book 53, Page 62A & 62B, in the Probate Office of Shelby County, Alabama.

This conveyance and the warranties hereinafter contained are made subject to any and all easements, covenants, and rights-of-way of record in said county affecting said described property.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, in fee simple, forever.

AND THE SAID GRANTOR, does for itself, its successors and assigns, covenant with the said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises, that it is free from all encumbrances except as stated above, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.