

ROAD MAINTENANCE AGREEMENT

06/10/1993-16847
01:00 PM CERTIFIED

This agreement is made by and between :

PARTY #1: STACEY M. DUCOTE and JUDY E. EBERHART as owners of that real property recorded in Book 310 page 865 in the Office of the Judge of Probate of Shelby County, Alabama and-

PARTY #2: JOEL MARTIN NATIONS, CHRISTA GRAMMAS NATIONS and TERRI LEIGH GRAMMAS, owners of that real property recorded in Book 277 page 717 in the Office of the Judge of Probate of Shelby County, Alabama; hereinafter owners of the properties adjacent to the following described roadway which is the subject of this Agreement and is described hereinbelow; all located within Shelby County, Alabama:

Commence at the northwest corner of the southwest 1/4 of the northwest 1/4 of Section 24 Township 19 South Range 1 East Shelby County, Alabama and run in a southerly direction along the west line of said 1/4-1/4 section a distance of 840.49 feet to a point; thence deflect 95 degrees 51 minutes 20 seconds and run to the left in an easterly direction a distance of 32.73 feet to a point on the centerline of herein described road, said point being the point of beginning; thence deflect 83 degrees 36 minutes 38 seconds and run to the left in a northerly direction a distance of 57.74 feet to the point of beginning of a curve to the right having a central angle of 58 degrees 00 minutes and a radius of 60.00 feet; thence run along the arc of said curve in a northerly to the northeasterly direction a distance of 60.74 feet to a point; thence run tangent to said curve in a northeasterly direction a distance of 201.11 feet to a point on the southerly line of the property shown on Exhibit "A" attached hereto and incorporated by reference and the end of the described road.

The Parties desire to establish for their own benefit and for the mutual benefit of all future owners or occupants of the subject parcels mentioned above or any part thereof, a Road Maintenance Agreement Association and intends that all future owners, occupants, mortgagees, and any other persons hereinafter acquiring an interest in the Parcel shall hold that interest subject to certain rights, easements, and privileges in the Association, and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct, and maintenance of the road, as hereinafter set forth.

Share of Common Expenses

Each Parcel Owner shall be liable for an equal share of the road maintenance expenses. Payment of expenses shall be in such amounts and at such times as determined by the Board of Directors.

Mark Tipton

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No Parcel shall be exempt from payment of its proportionate share of the expenses by waiver or nonuse of the road.

Lien for Assessment

The Association shall have a lien on each parcel for any unpaid Assessments and Special Assessments and interest thereon against the Parcel Owner, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such Assessments and/or Special Assessments or the enforcement of such lien, together with all sums advanced or paid by the Association for expenses and payments on account of superior mortgages, liens, or encumbrances that may be required to be advanced by the Association to preserve or protect its lien. Said lien stating the description of the Parcel, the name of the record owner thereof, the amount due and the dates when due is recorded in the Public Records of Shelby County, Alabama, and the lien shall continue in effect until all sums secured by the lien shall be signed and acknowledged by an officer of the Association or by an authorized agent of the Association. On full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for Assessments and/or Special Assessments may be foreclosed by a suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. If, after any such foreclosure by the Association, the former Parcel Owner or anyone claiming through him shall remain in possession of the Parcel, he shall be required to pay a reasonable rental for the Parcel, and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also bring an action to recover a money judgment for unpaid assessments.

Voting Rights

Each Parcel is entitled to one vote, which vote is not divisible. Where the Parcel Owner is more than one person, if only one person is present at a meeting of the Association, that person shall be entitled to cast the vote pertaining to that Parcel. If more than one such person is present at a meeting, the vote pertaining to that Parcel shall be cast by their majority consent of the Parcel owners.

The sole qualification for membership shall be ownership of a Parcel. No membership may be separated from the Parcel to which it is appurtenant; provided, however, that the privileges of ownership may be exercised by a nominee of a Parcel Owner designated in writing so long as (1) the nominee is a resident on the property to which the membership is appurtenant; (2) no charge is made for use of the membership in excess of the amount of any assessments levied against the Parcel Owner; and (3) any assignment of privileges is revocable at the will of the Parcel Owner.

Membership

Each Parcel Owner shall be a member of the Association so long as he or she continues as a Parcel Owner. A Parcel Owner's membership shall automatically terminate when ceasing to be a property owner of one of the above described parcels.

Succession

The membership of each Parcel Owner shall automatically terminated on the conveyance, transfer, or other disposition of a Parcel Owner's interest in the parcel. The Parcel Owner's membership shall automatically be transferred to the new Parcel Owner succeeding to such ownership interest. On the conveyance, transfer, or other disposition of a portion of a Parcel Owner's interest in a Parcel, the transferring Parcel Owner and the transferee shall each be members of the Association.

No Additional Qualifications

No initiation fees, costs, or dues shall be assessed against any person as a condition of the exercise of the rights of membership except such assessments, levies, and charges as are specifically authorized herein for the maintenance of the road.

Compliance

Each Owner and the Association shall be governed by and shall comply with the terms of this Road Maintenance Agreement and the laws of the State of Alabama. Failure of the Parcel Owner to comply therewith shall entitle the Association or other Parcel Owners to the following relief in addition to other remedies provided herein.

Enforcement

The Association, through an elected Board of Directors, is hereby empowered to enforce the rules herein and all rules and regulations of the Association by such means as are provided by the laws of the State of Alabama including the imposition of reasonable fines from time to time as set hereafter by the Board at a properly called Board meeting.

Number of Votes

Vote Required to Transact Business

When a quorum is present, the holders of a majority of the voting rights present, in person or by proxy, shall decide any question brought before the meeting.

Powers and Duties

The Association shall be responsible for the maintenance, repair, replacement, administration, and operation of the road. The Association shall have all the powers and duties set forth in herein, as well as all the powers and duties granted to or imposed

on it by the Board from time to time as the agreement may be amended. The Association is specifically authorized to enter into agreements by which its powers and duties, or some of them, may be exercised or performed by some other person or persons.

Nomination for Election

Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of Members or at any other meeting of Members called for the purpose of electing Directors. Nominations shall also be made by a nominating committee appointed by the Board prior to the annual meeting of the Members or prior to any other meeting of Members called for the purpose of electing Directors.

Initial Election of Directors

Within twenty days after the Parcel Owners are entitled to elect one or more Directors, the Association shall call a meeting of the Members to elect the Director. The Association shall give not less than ten days nor more than fifteen days' notice of the meeting to each Member. The meeting may be called and the notice may be given by any Parcel Owner if the Association fails to do so.

Election of Directors

Directors shall be elected at the annual meeting of Members. The election shall be by secret ballot (unless dispensed with by unanimous consent), and each Member shall be entitled to cast one vote for each vacancy. There shall be no cumulative voting. Those candidates receiving the greatest number of votes cast either in person or by proxy shall be elected.

Term

Each Director elected by the Members shall hold office until the next annual meeting of Members, and until his successor shall be elected and qualified, or until he resigns or is removed in any manner provided elsewhere herein.

Vacancies

Any vacancy in the position of a Director elected by the Members of the Association shall be filled by a majority vote of the remaining Directors, and any Director so elected shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

Specific Powers

The Board of Directors shall have the power to exercise all powers, duties, and authority vested in the Association by this agreement. The powers and duties of the Board shall include, but shall not be limited to, the following:

(1) To elect and remove officers of the Association as hereinafter provided.

(2) To administer the affairs of the Association.

(3) To maintain bank accounts on behalf of the Association and to designate signatories required therefore.

(4) To pay the cost of all taxes and utilities assessed against the road that are not assessed and billed to the owners of individual Parcels.

(5) To borrow money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the road; provided, however, that the consent of at least two-thirds (2/3) of the Members, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of \$10,000.00.

Managing Agent

The Board of Directors shall be authorized to employ the services of a manager or managing agent, who may either be a Director, Officer, or employee of the Association, or an independent person or firm qualified to manage the Property and affairs of the Association under the supervision of the Board. The compensation paid to any such manager or managing agent shall be in the amount established from time to time by the Board.

Election of Officers

The executive officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer. The officers shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the Members of the Association. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Term

Each Officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified, provided that any officer may succeed himself.

Resignation and Removal

Any Officer may be removed from office either with or without cause by the vote of a majority of the Directors present at any meeting. Any Officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation

shall not be necessary to make it effective.

Vacancies

A vacancy in any office shall be filled by a majority vote of the Directors at any meeting. An Officer elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Officer he succeeds.

Compensation

An Officer shall not receive any compensation for any service he may render to the Association as an Officer; provided, however, that any Officer may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties.

Accounting Records

The Board shall cause to be kept, in accordance with generally accepted accounting principles, a record of all receipts and expenditures; and a separate account for each Parcel showing the Assessments or other charges due, the due dates thereof, the present balance due, and any other interest in common surplus. Such records shall be open to inspection by Parcel Owners at reasonable times.

Rules and Regulations

The Board of Directors may from time to time adopt, modify, amend, or add to the rules and regulations concerning the use of this agreement; provided, however, that a majority of the Members may overrule the Board with respect to any such rules and regulations or modifications thereof or any amendments or additions thereto. Copies of such rules and regulations, or any amendments, additions, or modifications, shall be delivered to each Parcel Owner not less than 15 days prior to the effective date thereof. No rule or regulation that is in conflict with this agreement shall be adopted. Whereas, the parties hereto desire to provide for the maintenance of said road and provide for the annual upkeep they do enter freely into this contract. Now, therefore in consideration of the mutual promises, agreements, representations and warranties set forth herein, the parties hereto do hereby agree as follows:

Each of the undersigned by the execution of this agreement and each subsequent owner of the property described in the hereinabove mentioned deeds does by acceptance of this agreement, shall be jointly and equally responsible for the maintenance, repair and upkeep of the roadway mentioned hereinabove which is jointly used for ingress and egress to the subject properties.

THIS AGREEMENT RUNS WITH THE LAND AND IS NOT SPECIFIC TO THE CURRENT OWNERS! This instrument shall bind and inure to the benefit of the respective parties hereto, their heirs, personal representatives, successors, and assigns.

This agreement shall run for thirty one (31) years hence.

GOVERNING LAW; SEVERABILITY. This Contract shall be construed in accordance with, and governed by, the Laws of the State of Alabama.

IN WITNESS WHEREOF, we have hereunto set my hand and seal this 30th day of APRIL 1993.

Judy E. Eberhart
JUDY E. EBERHART

Stacey M. Ducote
STACEY M. DUCOTE

State of Alabama
Jefferson County

I, Bobbie Lohill a Notary Public in and for said County, in said State, hereby certify that STACEY M. DUCOTE and JUDY E. EBERHART whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of this instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of APRIL 1993.

Notary Public: Bobbie Lohill

My commission expires: 12/9/93

Joel Martin Nations
JOEL MARTIN NATIONS

Christa Grammas Nations
CHRISTA GRAMMAS NATIONS

Terri Leigh Grammas
TERRI LEIGH GRAMMAS

State of Alabama
Jefferson County

I, Robbie Gehl a Notary Public in and for said County, in said State, hereby certify that JOEL MARTIN GRAMMAS, CHRISTA GRAMMAS NATIONS, and TERRI LEIGH GRAMMAS whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of this instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of APRIL 1993.

Notary Public: Robbie Gehl

My commission expires: 10/9/93

Prepared by : MARK E. TIPPINS, Attorney at Law 14 Office Park
Circle #105 Birmingham, Alabama 35223. (205) 870-4343

Inst # 1993-16847

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SHELBY COUNTY JUDGE OF PROBATE
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