

DECLARATION FOR JOINT DRIVEWAY AND EASEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

HOWARD BROTHERS DEVELOPMENTS, INC. and M. BRYOM, CORP., both Alabama Corporations, are the owners of Lots 16 and 17 according to the amended map of the Cottages at SouthLake, as recorded in Map Book 16, Page 139, in the Probate Office of Shelby County, Alabama together with an undivided 1/30th interest in and to the common areas and do make and declare that there be an easement and joint driveway over and upon said Lot 17 for the benefit and use of both pedestrian and vehicular access to and from Lakeview Circle and Lot 16. The location and legal description for the easement and joint driveway created by this document appears on Exhibit A attached hereto, made a part hereof, and incorporated herein for all purposes. The easement and joint driveway shall be used for the benefit of all present and future owners of Lot 16 and Lot 17.

The approximate location of the joint driveway to be used by both Owners of Lot 16 and Lot 17 is depicted and outlined in red on Exhibit B, attached hereto, made a part hereof, and incorporated herein for all purposes. The easement going over and upon Lot 17 to serve Lot 16 is the remaining portion as shown on said Exhibit B.

The Owners of Lots 16 and 17 shall share equally in all costs and expense of the maintenance and upkeep of the joint driveway portion of the easement as depicted on Exhibit B, except that the Owner of Lot 17 shall have the right to choose the type of landscaping (plantings and ground cover) to be located along the joint driveway. The Owner of Lot 16 shall be responsible for all costs and expense of the maintenance of the driveway within the bounds of the easement portion as depicted on Exhibit B, and shall have the right to choose the landscaping (plantings and ground cover) along the easement portion of the driveway. It shall be understood by and between the Owners of Lot 16 and Lot 17 that the landscaping schemes used shall not conflict, but be aesthetically compatible. Further, neither the Owners of Lot 16 or 17, nor their family members, guests, or invitees shall at any time block or

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obstruct the use of the joint driveway portion of the easement. The Owner of Lot 16 shall not be permitted to park or allow any vehicle to remain in the easement portion of the driveway on Lot 17 at any time, unless specific permission to do same has been obtained from the owner of Lot 17 (except in instances of a social function but not for more than twenty-four (24) hours).


Should at any time a dispute arise over the need of maintenance or repair work to either the joint driveway portion or the easement portion of the driveway to the point that, one party refuses to contribute his or her share of the expense then, the party seeking contribution shall have the right to seek enforcement of the obligation of the non-cooperative party through judicial process. Any and all costs incurred in seeking and obtaining enforcement of this Agreement, which shall include court costs, reasonable attorneys fees, interest on the money spent by the moving party representing one-half of the total expense of the work done as to the joint driveway portion or all of the expense of the work done on the easement portion of the driveway at the rate established by the courts for interest on judgments shall be recoverable by the moving party. This provision does not entitle one party to contract for repair or maintenance work to be done in a unilateral manner. The other owner shall be given the opportunity to assist in the negotiation of any contract work; and seek other bids on any contract work, but such right shall not be used as a tactic to delay, forestall or avoid having repair or maintenance work done.

The location of the paving and all plantings and ground cover shall be confined solely within the boundary of the easement as described on Exhibit A.

This declaration shall constitute a covenant running with the land and be for the benefit of all current and future owners of Lots 16 and 17 as heretofore described.

IN WITNESS WHEREOF the owner corporations have caused this Declaration to be executed on this the 29 day of April, 1993.

HOWARD BROTHERS DEVELOPMENT,
INC.


By: Arthur W. Howard
Its: President

M. BYROM CORP.

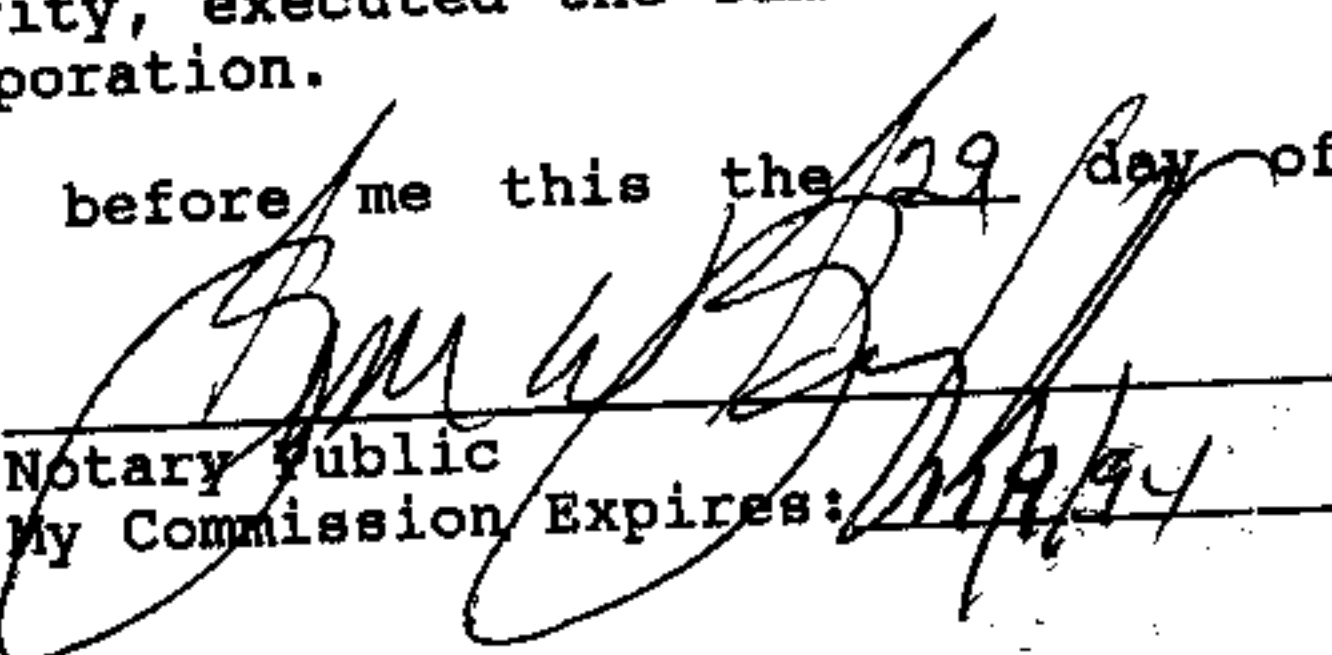

By: Marty Byrom
Its: President

ACKNOWLEDGEMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

Before me, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Arthur W. Howard, whose named as President of Howard Brothers Development, Inc., an Alabama Corporation, is signed to the foregoing declaration and who is known to me, acknowledged before me on this day that, being informed of the contents of the declaration, he, as president and with full authority, executed the same voluntarily for and as the act of said corporation.

Sworn to and subscribed before me this the 29 day of April, 1993.


Notary Public
My Commission Expires: 11/94

ACKNOWLEDGEMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

Before me, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Marty Byrom, whose named as President of M. Byrom Corp., an Alabama Corporation, is signed to the foregoing declaration and who is known to me, acknowledged before me on this day that, being informed of the contents of the declaration, he, as president and with full authority, executed the same voluntarily for and as the act of said corporation.

Sworn to and subscribed before me this the 29 day of April, 1993.

Betty Jean Dandrea
Notary Public
My Commission Expires: 7-1-94

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