

STATE OF ALABAMA)

SHELBY COUNTY)

IMPOSITION OF MAINTENANCE
OBLIGATIONS WINDMERE ESTATES

KNOW ALL MEN BY THESE PRESENTS; That S & S Development Inc. is the owner of the following described property located in Shelby County, Alabama, to-wit: Windmere Estates, as recorded in Map Book 17, Page 66, in the Office of the Judge of Probate of Shelby County, Alabama, together with Lot 4 (outparcel) (herein "Property");

Inst # 1993-38508

Access to the property from Shelby County Highway Number 43 is provided by various ingress and egress and utility easements as shown on above plat of Property, and currently being served by a single meandering road (herein the "Road");

WHEREAS, the undersigned, as owner of the Property is desirous of placing the Property under certain restrictions to provide for the maintenance of the Road;

NOW, THEREFORE, the undersigned hereby adopts the following maintenance obligations to apply to the Property in order to provide for the uniform use of the property, which restrictions and obligations shall run with the land and be binding on all parties owning or acquiring any right, title or interest in the Property or any part thereof and shall be for the benefit of each owner of part(s) of the Property or interest therein and shall enure to the benefit of and bind the owners and their successors in interest;

ROADWAY MAINTENANCE: The owner(s) of the Property shall maintain the Road and each owner of portions of the Property shall pay the percentage of such maintenance as set out, to-wit:

From Shelby County Highway #43 to a point where the Road crosses Lot 1 (Point "A") shall be shared by all four lots equally;

From Point A to a point located approximately midway across Lot 2, being the same point where the Lot 2 driveway joins the Road (Point B) shall be shared by Lot 2 and Lot 4 (out parcel);

From Point B to the property line of Lot 4 (outparcel) shall be paid by Lot 4 (outparcel);

From Point A to property line of Lot 3 shall be paid by Lot 3.

IN WITNESS WHEREOF, the undersigned, as owner of the Property, has caused this document to be executed as of the 20th day of October 1993.

S & S DEVELOPMENT, INC.

[Signature]
BY: Steven Schencker

THE TERMS OF THE ABOVE MAINTENANCE OBLIGATIONS ARE
ACCEPTED BY:

[Signature]
12/03/1993-38508
08:02 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE 3
002 MEL 11.00

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that STEVEN SCHENCKER whose name as PRESIDENT of S & S DEVELOPMENT, INC., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal, this the 20th day of October, 1993.


Notary Public

My Commission Expires: 11-20-96

STATE OF ALABAMA)
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that
whose name signed to the foregoing conveyance, and who
known to me, acknowledged before me on this day that, being
informed of the contents of the conveyance, executed the
same voluntarily on the day the same bears date.

Given under my hand and official seal, this the
day of , 1993.

Notary Public

My Commission Expires:

Inst # 1993-38508

12/03/1993-38508
08:02 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE MEL 11.00

Return to: Bygones & Bygones