

STATE OF ALABAMA)
COUNTY OF SHELBY)

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (this "Agreement") is made and entered into as of the 27 day of June, 2001 by and among ALBERT E. WILLIS and wife, LAURA S. WILLIS (collectively, "Willis"), GARY G. CRUMPTON and wife, CHERI H. CRUMPTON (collectively, "Crumpton"), SAMUEL H. CHASTAIN and wife, PAMELA O. CHASTAIN (collectively, "Chastain"), and HENRY E. McKAY and wife, SARA L. McKAY (collectively, "McKay").

RECITALS:

Willis is the Owner of Lot 1A, according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Office of the Judge of Probate of Shelby County, Alabama (the "Willis Property").

Crumpton is the Owner of Lot 1B, according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Office of the Judge of Probate of Shelby County, Alabama (the "Crumpton Property").

Chastain is the Owner of Lot 1C, according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Office of the Judge of Probate of Shelby County, Alabama (the "Chastain Property").

McKay is the Owner of Lot 1D, according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Office of the Judge of Probate of Shelby County, Alabama (the "McKay Property").

The Willis Property, the Crumpton Property, the Chastain Property and the McKay Property (collectively, the "Properties") are contiguous parcels of land which share common access rights. Pursuant to that certain Agreement dated as of 6/27, 2000 (the "Greystone Agreement") by and among Willis, Crumpton, Chastain, McKay and Greystone Development Company, LLC, an Alabama limited liability company ("Developer"), which has been recorded as Instrument #2000- 23869 in the Office of the Judge of Probate of Shelby County, Alabama, Developer has constructed (a) the McKay Driveway and the Crumpton Driveway, as such terms are defined in the Greystone Agreement, and (b) a limited access gate on the McKay Driveway and/or the Crumpton Driveway which limits and restricts access to the Properties (the "Gate"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Greystone Agreement.*

The parties hereto desire to set forth their agreement and understanding regarding the maintenance, upkeep, operation, repair and replacement of the McKay Driveway, the Crumpton Driveway and the Gate.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Willis, Crumpton, Chastain and McKay (collectively, the "Owners") acknowledge and agree that telephone and electrical services for the Gate have been metered (and will be charged) to

Crumpton who has the personal obligation to pay for such utility services. Crumpton has also agreed, subject to the terms and provisions of this Agreement, including, specifically, the provisions of Paragraph 4 below, to undertake the maintenance and repair of the McKay Driveway, the Crumpton Driveway and the Gate, to collect from each Owner their respective Prorata Share, as herein defined, and to pay the Maintenance Costs, as hereinafter defined. The Owners, for themselves and their respective heirs, executors, administrators, successors and assigns, do hereby covenant and agree to pay to Crumpton their respective Prorata Share, as herein defined, of all Maintenance Costs, as hereinafter defined with respect to the use, operation, maintenance, repair and replacement of the McKay Driveway, the Crumpton Driveway and the Gate. As used herein, the term "Prorata Share" shall mean one-fourth ($\frac{1}{4}$) of all of the Maintenance Costs. As used herein, the term "Maintenance Costs" shall mean and refer to all costs and expenses incurred in connection with electrical and telephone service for the Gate, the maintenance, repair, upkeep and replacement of all asphalt paving situated on or within the McKay Driveway or the Crumpton Driveway, the maintenance, repair and, to the extent necessary, replacement of the Gate at any time from and after the date hereof and the establishment of any reserves for any of the foregoing.

2. The obligations of Crumpton to maintain and repair the McKay Driveway, the Crumpton Driveway and the Gate shall be limited to maintaining the McKay Driveway, the Crumpton Driveway and the Gate in reasonably good working order; however, Crumpton shall have no personal liability of any nature as a result of any accident or injury occurring on or with respect to the McKay Driveway, the Crumpton Driveway or the Gate or as a result of the malfunction of or failure of the Gate to operate. Each Owner, for such Owner and the respective heirs, executors, administrators, successors and assigns of such Owner, does hereby irrevocably and unconditionally waive and release Crumpton and their respective heirs, executors, administrators, successors and assigns from and against any and all actions, causes of action, claims, demands, damages, costs, expenses, losses and liabilities of every kind or nature, known or unknown, arising out of or on account of any loss, damage or injury to person or property, including death, as a result of any maintenance or repair work undertaken by Crumpton or which Crumpton may have failed to undertake with respect to the McKay Driveway, the Crumpton Driveway or the Gate, excluding, however, the gross negligence of Crumpton or any wrongful, intentional acts of Crumpton.

3. To the extent any Owner fails to pay his or her respective Prorata Share of the Maintenance Costs within 30 days following written notice of the amount due from such Owner, the remaining Owner shall have the right and option, jointly or severally, to bring an action at law to recover the unpaid Prorata Share of Maintenance Costs due and owing from any Owner and any and all costs and expenses incurred by any of the remaining Owners in such action, including court costs and reasonable attorneys' fees, shall be paid by the defaulting Owner.

4. Notwithstanding anything provided herein to the contrary, Crumpton, for themselves and their respective heirs, executors, successors and assigns, may elect at any time upon written notice to all of the remaining Owners to resign from any and all obligations and responsibilities to maintain the McKay Driveway, the Crumpton Driveway and the Gate and shall have the right to notify the applicable utility companies that all utility bills for electricity and power should no longer be sent to Crumpton for payment. In the event Crumpton gives any such notice pursuant to this Paragraph 4, the remaining Owners shall immediately determine among themselves which of the Owners shall thereafter assume the obligations of Crumpton pursuant to Paragraph 2 above.

5. The terms and provisions of this Agreement shall be and are covenants and agreements running with the land which shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors and assigns.

6. Any and all notices required or permitted to be given hereunder shall be in writing and shall be deemed given upon deposit of such notice in the mailbox on the Properties for each Owner (or by hand delivery of the same to the home of any Owner).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Albert E. Willis

Albert E. Willis

Laura S. Willis

Laura S. Willis

Gary G. Crumpton

Gary G. Crumpton

Cheri H. Crumpton

Cheri H. Crumpton

Samuel H. Chastain

Samuel H. Chastain

Paula O. Chastain

Paula O. Chastain

Henry E. McKay

Henry E. McKay

Sara L. McKay

Sara L. McKay

STATE OF ALABAMA

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SHELBY COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Albert E. Willis and wife, Laura S. Willis, 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 said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of June, 2001.

Lynnda F. Grimes
Notary Public

[NOTARIAL SEAL]

My commission expires: Sept. 15, 2002

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept. 15, 2002
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA

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SHELBY COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Gary G. Crumpton and wife, Cheri H. Crumpton, 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 said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of June, 2001.

Barbara Cheryl Mann
Notary Public

[NOTARIAL SEAL]

My commission expires: 12/28/02

STATE OF ALABAMA

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SHELBY COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Samuel H. Chastain and wife, Paula O. Chastain, 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 said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of June, 2001.

Barbara Cheryl Mann
Notary Public

[NOTARIAL SEAL]

My commission expires: 12/28/02

STATE OF ALABAMA

SHELBY COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Henry E. McKay and wife, Sara L. McKay, 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 said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of June, 2001.

[NOTARIAL SEAL]

Barbara Cheryl Mann
Notary Public
My commission expires: 12/28/02

This instrument prepared by and
upon recording should be returned to:

Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203
(205) 521-8429
1/643423.1

Inst # 2001-30085

07/20/2001-30085
09:13 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
005 MSB 23.00