

This instrument was prepared by:

Please Send Tax Notice to:

Inst # 2001-43305

Stephen D. Keith
230 Bearden Road
Pelham, Alabama 35124

10/05/2001-43305

09:51 AM CERTIFIED

PRIVATE MAINTENANCE AGREEMENT

SHELBY COUNTY JUDGE OF PROBATE

001 CH

11.00

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the need to privately maintain the common ingress/access easement serving the lands of the Lorino-Meadows Subdivision a map of which is recorded Map Book 27, Page 30 in the Probate Office of Shelby County, Alabama, Bernard S. Lorino, Bonnie S. Lorino, Donald M. Meadows and Angela L. Meadows, all the Owners of said subdivision, hereby agree as follows:

1) That maintenance of the ingress and egress easement as shown on the Lorino-Meadows Subdivision is the common responsibility of all Owners of said subdivision;

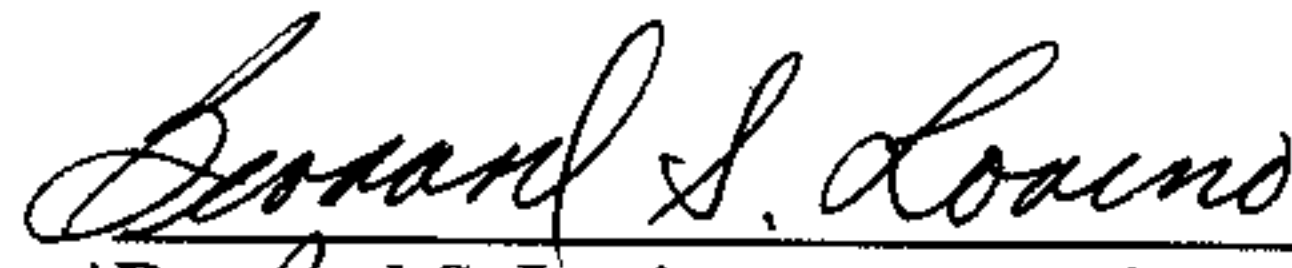
2) That individual Owners of said subdivision may make repairs and or improvements to said easement without prior approval of the rest of the Owners. However, if said individual or individuals fail to gain prior approval of the remaining Owners, the remaining Owners are in no way obligated to reimburse said individual/s for the repairs or improvements;

3) That any repair or improvement authorized by a majority vote of the Owners of the lots in said subdivision, with each lot having one vote, any cost of said improvements or repairs must be reimbursed by said lot Owners, each lot carrying one-third of the cost. Failure to so reimburse said repairs could result in legal action against the offending lot and its Owners. Reimbursements must be rendered within sixty days of completion of said repair or improvement;


4) That said easement for ingress and egress is both a benefit and a burden to each lot in said subdivision, and no lot Owner acting unilaterally can alter, destroy, convey, or impair the benefit of the easement, nor alleviate the burden of repair and maintenance of the easement, without the approval of all lot Owners.

5) That this agreement constitutes the entire agreement of the Owners of said subdivision regarding said easement for ingress/egress.

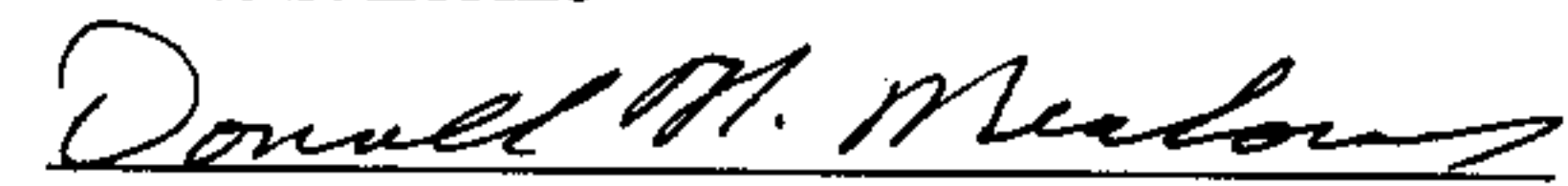
IN WITNESS WHERE OF, each Owner has hereto set its signature and seal, this the 1 day of Oct, 2001



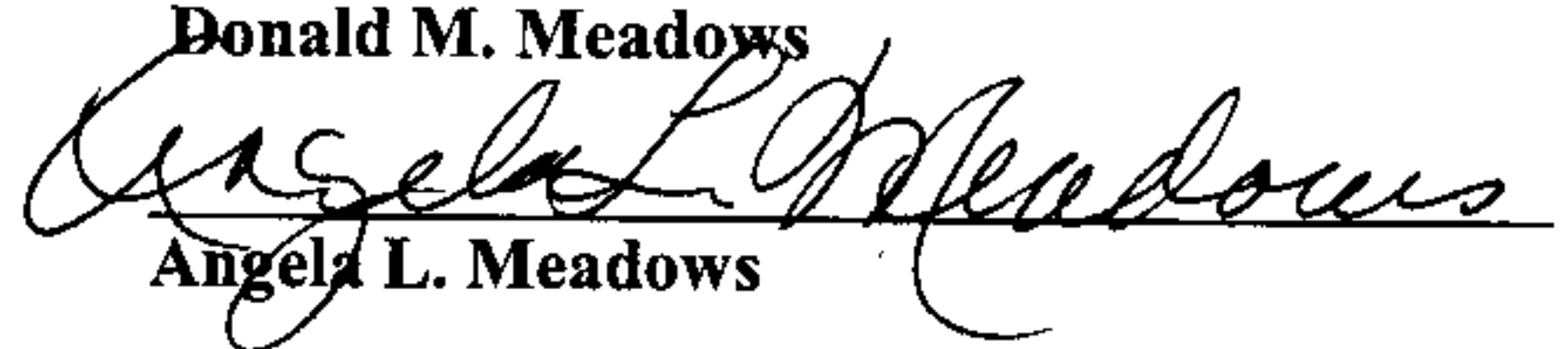
Bernard S. Lorino



Bonnie S. Lorino



Donald M. Meadows



Angela L. Meadows

State of Alabama)
)
Shelby County)

I, Stephen D. Keith, a Notary Public in and for said County, in said State, hereby certify that Bernard S. Lorino and Bonnie S. Lorino and Donald M. Meadows and Angela L. Meadows whose names are signed to the foregoing Private Maintenance Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the Private Maintenance Agreement they executed the same voluntarily for and as their act on the day same bears date.

Given under my hand and seal this 1 day of Oct, in the year 2001.


Notary Public
My Commission Expires

3/21/2004