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Shelby Cnty Judge of Probate, AL
08/29/2005 02:20:40PM FILED/CERT

Shelby County, AL 08/29/2005
State of Alabama

Deed Tax: \$.50

\$500 WHT

COMMON EASEMENT MAINTANENCE AGREEMENT

THIS AGREEMENT is made on August 27, 2005, by Robert H. Bellah (hereinafter "Bellah") and Linda B. Buryn (hereinafter "Buryn"), who are the owners of all of the property and lots identified as Rockin Tree Subdivision, as recorded in Map Book 22, Page 20, in the Office of the Judge of Probate of Shelby County, Alabama. This Agreement replaces that certain Contract recorded in the Office of the Judge of Probate of Shelby County, Alabama, instrument number 1997-16340 which is hereby declared null and void.

WHEREAS, there presently exists a twenty foot (20') permanent, transferable easement to Highway 41 as shown on the survey recorded in Shelby County, Alabama at Map Book 22, Page 20 to serve as the common use manner of ingress and egress to all of the property located in The Rockin Tree Subdivision; and

WHEREAS, Bellah and Buryn desire for the owners of all lots and property of the Rockin Tree Subdivision, to jointly maintain and provide for the care of said driveway easement.

NOW THEREFORE, Bellah and Buryn agree that pursuant to the map recorded in Map Book 22, Page 20, the area designated as the Twenty Foot (20') access easement shall be the sole means of ingress and egress to all lots and property of The Rockin Tree Subdivision, as recorded in Map Book 22, Page 20 in the Office of the Judge of Probate of Shelby County, Alabama.


Bellah and Buryn agree that the access easement shall be and forever remain a common automobile driveway for the use of the owners, their heirs and assigns of all lots and property of The Rockin Tree Subdivision, as recorded in Map Book 22, Page 20 in the Office of the Judge of Probate of Shelby County, Alabama.

Bellah and Buryn desire that all owners of lots and property of The Rockin Tree Subdivision shall be jointly and equally responsible for the maintenance and repairs, should they be necessary, of the common driveway easement. All repairs shall be of that same quality as that of the original. If there is disagreement regarding cost-sharing such that a needed project can not proceed, then all owners, present and future, shall be subject to binding arbitration to resolve such dispute as follows:

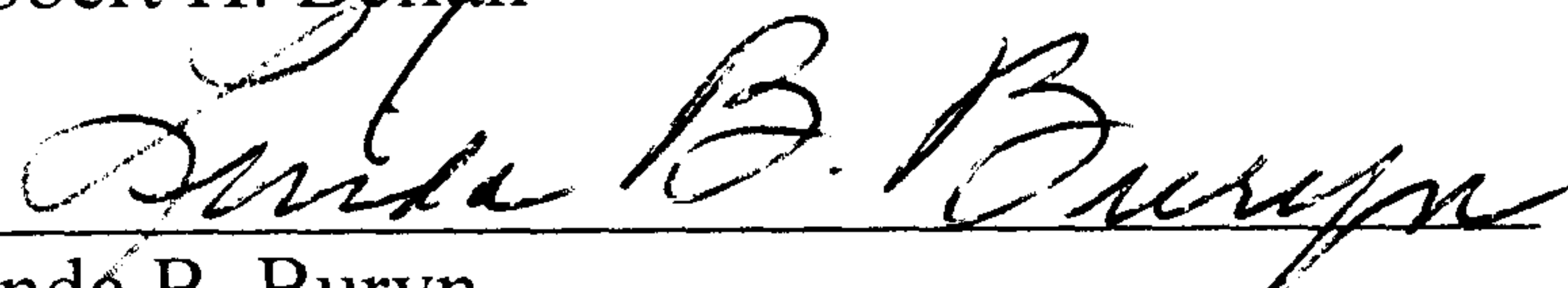
Each landowner shall select one person to represent their interests during the arbitration, resulting in an arbitration panel. This panel shall independently resolve the dispute in question and the panel's findings shall be binding on all landowners. Decisions of the arbitration panel shall be on a majority rule basis.

This Agreement shall be perpetual and shall constitute a covenant running with the land along with those restrictive covenants recorded in the Office of the Judge of Probate of Shelby County, Alabama, instrument number 1997-08479.

Executed on the day and year first above written.



Robert H. Bellah




Linda B. Buryrn

STATE OF ALABAMA)
COUNTY OF SHELBY)

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

Given under my hand and official seal this 27th day of August 2005.

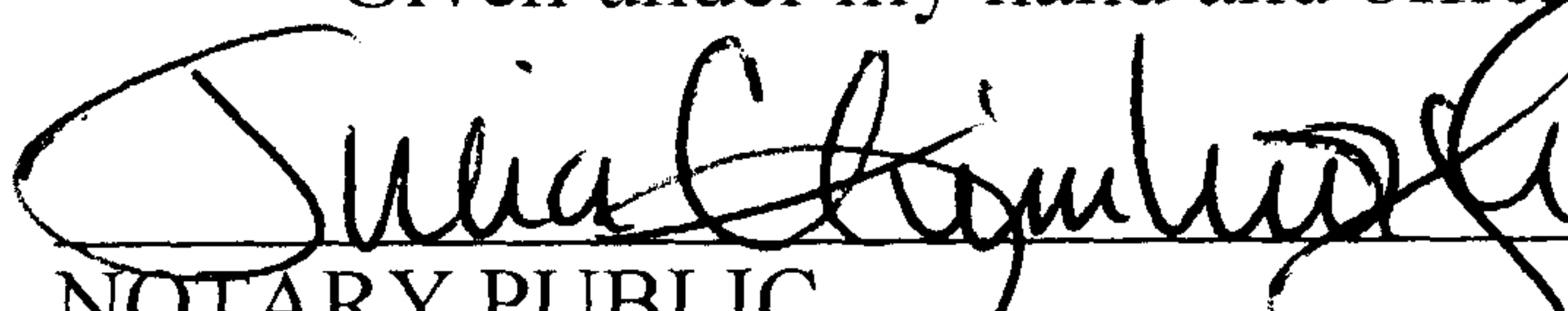


NOTARY PUBLIC
My commission expires: 11-23-08

STATE OF ALABAMA)
COUNTY OF SHELBY)

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

Given under my hand and official seal this 27th day of August 2005.



NOTARY PUBLIC
My commission expires: 11-23-08