

COUNTY OF SHELBY

STATE OF ALABAMA

#500.00
\$500.00
20060720000351490 1/6 \$26.50
Shelby Cnty Judge of Probate, AL
07/20/2006 12:52:53PM FILED/CERT

ACCESS AGREEMENT ROENSCH FARM

WHEREAS Mary Allison Roensch is the owner of 80 acres described as the E ½ of the NW 1/4, Section 16, in Shelby County, Alabama and Mary F. Roensch is the owner of 40 adjacent acres being the NE 1/4 of SW 1/4 of Section 16, said 120 acres being utilized as a recreational farm ("Farm"); and

WHEREAS Mary F. Roensch is an owner of a Unit of Pumpkin Hollow Association; and

WHEREAS Pumpkin Hollow Association, Inc. ("Association") is a condominium association organized and existing under the provisions of the Alabama Condominium Ownership Act, Section 35-8-1, et seq. *Code of Alabama*; and the Alabama Non-Profit Corporation Act, *Code of Alabama* 1975; and

WHEREAS the Farm is located near to the lands owned by the Association and access to the Farm from a public way is currently available only over and across the designated private roads and private rights of way of the Association as shown on the dedicated and recorded plat of the Association, see Plat or Plan as recorded Map Book 18 pages 54A through F Probate Office of Shelby County, Alabama; and

WHEREAS the Association has heretofore allowed Mary Allison Roensch and Mary F. Roensch (both being referred to as "Roenschs") and guests access to the Farm over and across the private roads and rights of way of the Association and said parties now desire to enter into a written agreement to memorialize their agreement; and

NOW THEREFORE in consideration of the mutual premises and other good and sufficient consideration the receipt and sufficiency whereof being hereby acknowledged Roenschs and Association agree as follows:

(1) Association's Grant of Limited Right of Way: The Association, for itself, its successors and assigns does hereby grant unto Roenschs, their family members, guests, invitees and their successors, heirs or assigns, a non-exclusive limited right of ingress and egress to and from the Farm to the public way over and across the existing private roadways of the Association. In the event any repairs to the private roads of the Association are needed or desired and are not voluntarily undertaken by the Association but are undertaken by the Roenschs such shall be at the sole expense of the Roenschs. If the Roenschs elect to make repairs they shall advise the Association in writing of the full details of the proposed repairs and no such repairs shall be made without the prior written consent of the Association, which consent will not be unreasonably withheld. Further the Association includes in this grant a limited right of access over and across the private roadways for the purpose of maintaining existing utilities from the public way to the Farm.

(2) Limited Nature of Right of Way: The right of way hereby granted by the Association is limited. Roenschs for themselves, their guests, their invitees, their successors and assigns acknowledges that the right of access is non-exclusive, and is limited to ingress and egress to and from the farm for recreational or agricultural purposes. No ingress or egress for any commercial or business enterprise expressly including logging activity can be carried out over and across the Association's roadways and rights of ways. Neither Roenschs, their family nor their guests or successors or assigns shall, by virtue of this agreement, have any right to the use of any of the Association's property other than its roadway and such right to the use of roadway is limited to ingress and egress only. It is further

agreed that if any residence is constructed or placed on the farm or adjacent land owned by the Roenschs that is connected by a roadway to the Farm that the limited right of way hereby granted is canceled. The foregoing notwithstanding if any residence is constructed or placed on a part of the farm which has been and is a non lake unit of the Association and said residence was approved by the Association prior to its construction or placement then in that event the right of way continues in full force and effect so long as the unit remains a unit of the Association and the owner of the unit is a member of the Association in good standing subject to all of the terms and conditions and limitations of the Association's Articles of Condominium. It is further agreed that at such time that neither Mary Allison Roensch nor Mary F. Roensch or her husband Burns Roensch owns a unit of the Association, this agreement is canceled. It is further agreed that in the event any part of the Farm is sold to a party who is not the owner of an Association unit that no such person shall have any right of access over and across the existing private roadway of the Association and all right of access to or from the land so sold shall be canceled. In the event the subsequent owner of the land so sold shall cease to be the owner of a unit then all right of access to and from the property so sold shall be canceled.

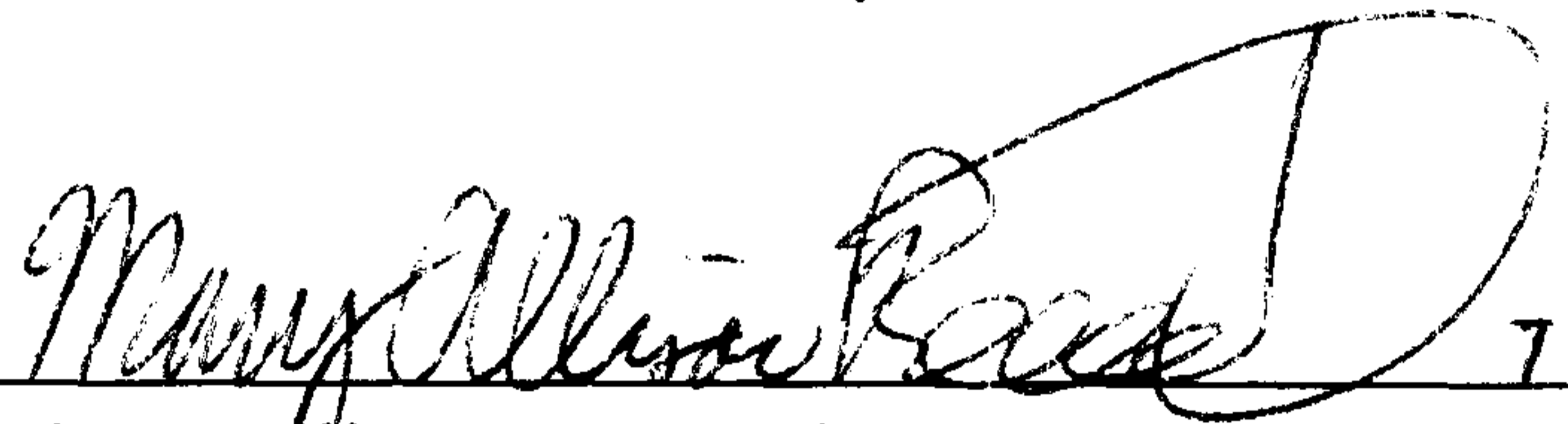
Roenschs agree to be responsible for enforcing on persons using the right of ingress and egress all the regulations and rules of the Association related to the use of the Association's right of way and roads and acknowledges that they are responsible for violation of any such rules and regulations by Roenschs family, guests, invitees, successors and assigns.

(3) Cancellation of Right of Access: In addition to the automatic termination of the right of ingress and egress as set forth in two (2) above the right-of-way hereby granted is set forth below. Any violation by Roenschs, their family, their guests, their invitees, their successors and assigns of the terms of this limited right of access shall give the Association the immediate and absolute right to

cancel this Agreement. Any decision by the Association to cancel this agreement shall be final and binding on Roenschs, their successors and assigns and shall become effective and this agreement shall terminate five days after written notice of termination is given to Roenschs or their successors and assigns. The Association's right to cancel this right of access can only be exercised if such action is approved by the majority vote of the members of the Association.

(4) This Agreement is a covenant running with the land, and the terms hereof are binding on the parties hereto, their heirs, successors and assigns.

This Agreement made and entered into this 7 day of July, 2006.

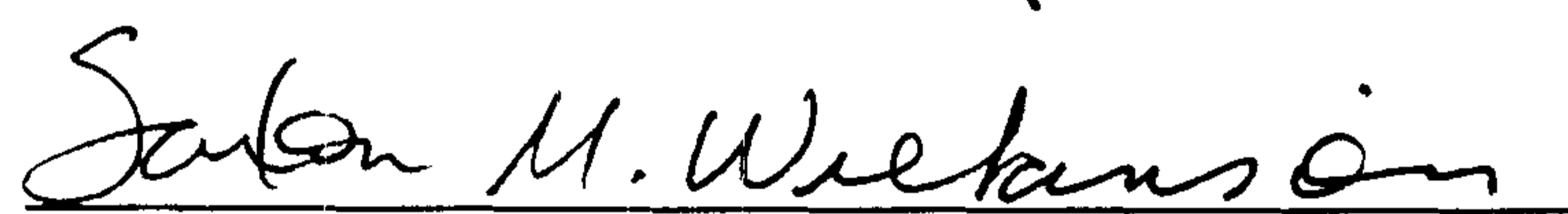


Mary Allison Roensch

STATE OF ALABAMA

COUNTY OF

Appeared before me the undersigned authority Allison Roensch who being by me first duly sworn deposes and says that she has read and is familiar with the terms and provisions of this Agreement and being so informed she executed the same voluntarily this 7th day of July, 2006.



Notary Public

My Commission Expires: 12/04/08

Mary F. Roensch
Mary F. Roensch

STATE OF ALABAMA

COUNTY OF

Appeared before me the undersigned authority Mary F. Roensch who being by me first duly sworn deposes and says that she has read and is familiar with the terms and provisions of this Agreement and being so informed she executed the same voluntarily this 7th day of July, 2006.

Susan M. Wilkinson
Notary Public
My Commission Expires: 12/04/08

PUMPKIN HOLLOW ASSOCIATION, INC.

By Amy Kees
Its: PRESIDENT

ATTEST:

Susan M. Wilkinson
Its: Secretary

COUNTY OF SHELBY


STATE OF ALABAMA

Before me the undersigned authority personally appeared Gregory Kees as President of the Pumpkin Hollow Association, Inc. and by me first being duly sworn, deposed and said that he is the President of the Corporation and that with full authority he makes and enters into this Agreement as the binding agreement of Pumpkin Hollow Association, Inc. on this the 11th day of July, 2006.

Hisha P. Bruser
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 28, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

COUNTY OF SHELBY


20060720000351490 6/6 \$26.50
Shelby Cnty Judge of Probate, AL
07/20/2006 12:52:53PM FILED/CERT

STATE OF ALABAMA

Before me the undersigned authority personally appeared William R. Allen as Secretary of the Pumpkin Hollow Association, Inc. and by me first being duly sworn, deposed and said that he is the Secretary of the Corporation and that with full authority he makes and enters into this Agreement as the binding agreement of Pumpkin Hollow Association, Inc. on this the 18th day of July, 2006.

Theresa K. Arman

Notary Public

My Commission Expires: 9-11-07

Shelby County, AL 07/20/2006
State of Alabama

Deed Tax: \$.50