

20110310000079690 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
03/10/2011 11:53:11 AM FILED/CERT

This Instrument was prepared by: Michael T. Atchison,  
Attorney At Law  
Post Office Box 822  
Columbiana, AL. 35051

STATE OF ALABAMA  
SHELBY COUNTY

**ROAD / GATE MAINTENANCE AGREEMENT  
AND SUBDIVISION RESTRICTION**

***FADORA SUBDIVISION  
SECTOR I AND SECTOR II  
Map Book 40, Page 28 and Map Book 40, Page 29***

NOW THEREFORE, in consideration of \$1.00 and the use of the above described non-exclusive easement, to be known as Fadora Drive, we do hereby agree to the following terms and conditions:

1. The above described easement for the benefit of the undersigned parties, their customers, guest and invites, and their heirs, successors and assigns and shall be used solely for the purpose of ingress, egress and installation of utilities to and from the property of the respective parties to this agreement and any future parties owning land in Fadora Subdivision.
2. The easement herein, set out shall be a covenant and run with the land of the present owners, hereinabove named and subsequent owners, and their respective heirs, successors and assigns, and it shall be perpetual and non-exclusive.
3. The easement, restrictions, benefits and obligations hereunder shall create mutual benefits and service running with the land. This Agreement shall bind and inure to the benefit of the parties thereto, their respective heirs, successors and assigns.
4. Each party to this agreement shall pay an initial assessment at the time of purchase to \$1000.00 and a yearly assessment of \$20.00 per acre, payable on or before the 15<sup>th</sup> day of January each year for the maintenance and upkeep of said road, entrance and any other cost as determined by Owners. Should additional improvements, including road repairs, upgrades, common fencing, gates of the like, become necessary or agreed upon by the majority of the owners before any work is commenced, then each person having an interest in said easement shall pay a prorated share of the expense, depending on the amount of property owned by the individual.
5. A majority of the Owners may agree to place a lien on the property, any party, who fails to comply with the terms and conditions, including payment of assessment, and the same shall be subject to having said lien filed against, their property at the Shelby County Probate Office.
6. Any damage to said easement and improvements that might occur as a result of Owner's construction shall be corrected by the owner of the parcel whose house/barn/lake, etc is being constructed, at their expense. Time of repair will be of the essence.
7. For the mutual benefit of all parties to the agreement, a liability insurance policy shall be purchased and paid for yearly from the proceeds hereinabove collected.
8. No mobile homes or manufactured homes shall be permitted in Fadora Subdivision.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, on this the 21<sup>st</sup> day of February, 2011.

TSD, LLC

Kathy A. Joseph

By: Kathy A. Joseph  
Its: Managing Member

Thomas A. Edwards

Thomas A. Edwards

Rebecca D. Edwards

Rebecca D. Edwards

STATE OF ALABAMA  
SHELBY COUNTY

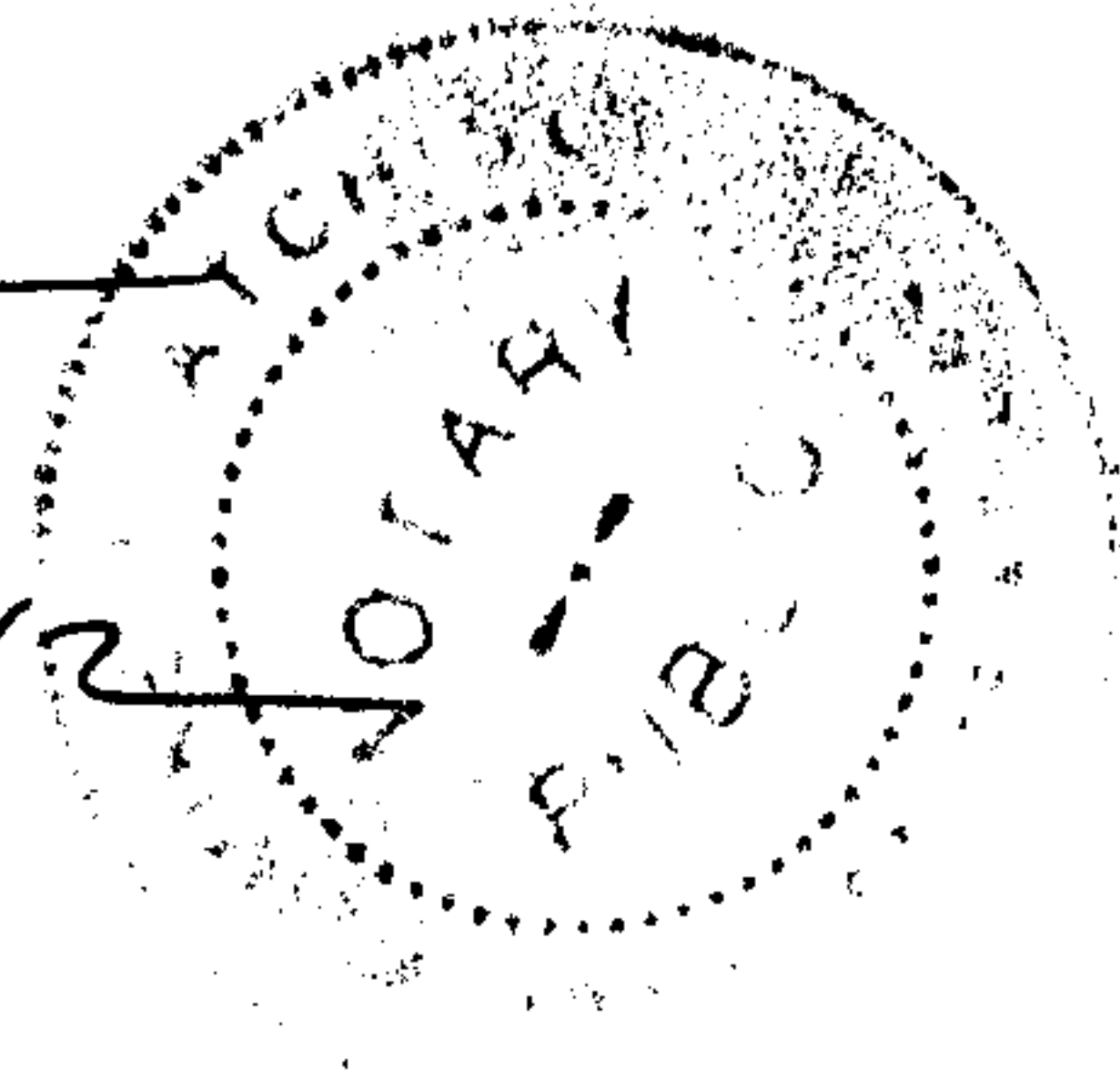
I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared TSD, LLC, By: Kathy A. Joseph, Its: Managing Member, whose name is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she, as such officer and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 7<sup>th</sup> day of <sup>mch</sup>February, 2011.

[Signature]

Notary Public

My Commission Expires: 10-16-12



STATE OF ALABAMA  
SHELBY COUNTY

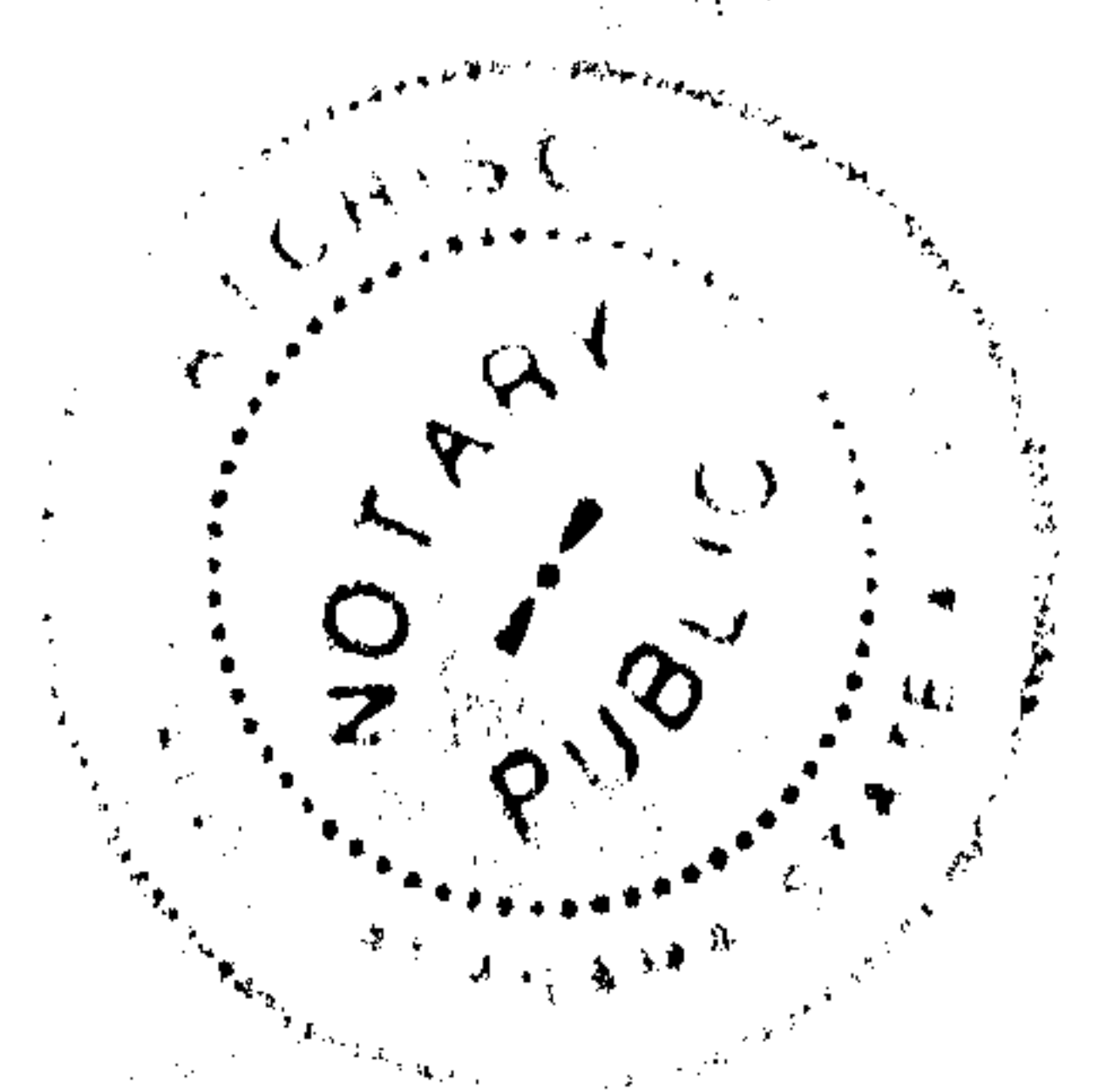
I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Thomas A. Edwards and Rebecca D. Edwards, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 7<sup>th</sup> day of <sup>mch</sup>February, 2011.

[Signature]

Notary Public

My commission expires: 10-16-12



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