

DRIVEWAY and FIRE TANK MAINTENANCE AGREEMENT FOR LIBERTY SHORES

THIS AGREEMENT is made on October 4, 2012, by LIBERTY SHORES, LLC, (hereinafter "Developer") an Alabama limited liability company, who is the owner of all of the property and lots identified as Liberty Shores, pursuant to a plat recorded in Map Book 43, Page 8, in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, Liberty Shores pursuant to Section 5.1 of the Declaration of Easements, Covenants, Conditions and Restrictions for Liberty Shores Subdivision has the authority to amend and expound on those covenants recorded in Instrument #201206140002094 in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Liberty Shores is the developer of said rural subdivision parcels and has constructed a gravel driveway located upon a fifty foot (50') ingress/egress, utility easement to serve as the common use manner of ingress and egress to all of the lots located in Liberty Shores; and

WHEREAS, the Developer desires for the owners of all Lots located in Liberty Shores, to jointly maintain and provide for the care of said driveway.

NOW THEREFORE, the Developer agrees that pursuant to the map recorded in Map Book 43, Page 8, the area designated as the Fifty Foot (50') ingress/egress and utility easement shall be the primary means of permanent ingress and egress to the Lots located in Liberty Shores, as recorded in Map Book 43, Page 8 in the Office of the Judge of Probate of Shelby County, Alabama. Accordingly, all lots shall be equally responsible for the cost of maintenance of said easement regardless of use.

The Developer agrees that the ingress/egress and utility easement shall be and forever remain an automobile driveway for the use of the owners, their heirs and assigns of all Lots located in Liberty Shores, as recorded in Map Book 43, Page 8 in the Office of the Judge of Probate of Shelby County, Alabama.

The Developer desires that the owners of the Lots located in Liberty Shores shall be jointly and equally responsible for the maintenance and repairs, should they be necessary, of the driveway and the water storage tanks and valves for fire prevention. All



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repairs shall be of that same quality as that of the original. A majority vote of the lot owners, with each lot having a single vote, shall govern the timing and nature of repairs required. Additionally, the cost of maintenance of the gate at the entrance to the driveway shall be borne equally by the lot owners.

This Agreement shall be perpetual and shall constitute a covenant running with the land.

Executed on the day and year first above written.

LIBERTY SHORES, LLC,
a Delaware limited liability company

By: _____


Its: Manager

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Loren Dickey, whose name as Manager of Liberty Shores, a Delaware limited liability company, 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, he, in his capacity as such Manager and with full authority, executed the same voluntarily on the day the same bears date.


Given under my hand and official seal this 4th day of October, 2012.



NOTARY PUBLIC

My commission expires: _____

My Commission Expires
8/21/2013


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