



20130325000278400 1/5
Bk: LR201312 Pg:11162
Jefferson County, Alabama
 I certify this instrument filed on:
 03/25/2013 10:05:45 AM AGREE
 Judge of Probate- Alan L. King

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

SHARED USE AND MAINTENANCE AGREEMENT

THIS SHARED USE AND MAINTENANCE AGREEMENT (the “Agreement”) is made and entered into on this 28TH day of February, 2013, by and between **CHESSER PLANTATION OWNERS ASSOCIATION, INC.**, an Alabama nonprofit corporation (the “Chesser Plantation HOA”), **COTTAGES AT CHESSER OWNERS ASSOCIATION, INC.**, an Alabama nonprofit corporation (the “Cottages at Chesser HOA”), and **CHESSER RESERVE OWNERS ASSOCIATION, INC.**, an Alabama nonprofit corporation (the “Chesser Reserve HOA”).

RECITALS:

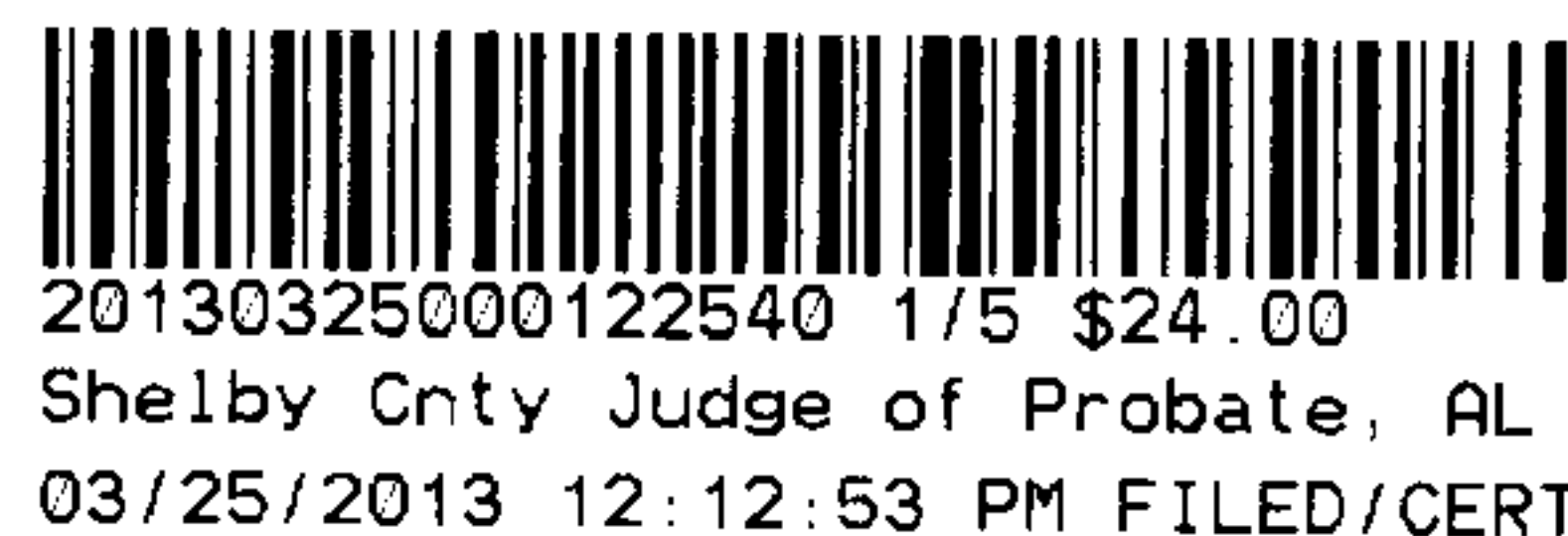
WHEREAS, the three residential communities in the Chesser Plantation Planned Unit Development (“Chesser PUD”) are Chesser Plantation, the Cottages at Chesser and Chesser Reserve (the “Three Chesser Communities”); and

WHEREAS, the Chesser Plantation HOA, the Cottages at Chesser HOA and the Chesser Reserve HOA are hereinafter collectively the “Chesser HOAs”; and

WHEREAS, the Chesser Plantation HOA is comprised of the owners of the lots depicted on the plat of Chesser Plantation, Phase I, Sector 1, as recorded in Map Book 31, Page 21 A & B and the plat of Chesser Plantation, Phase I, Sector 2, as recorded in Map Book 33, Page 121 in the Office of the Judge of Probate of Shelby County, Alabama (the “Chesser Plantation Plats”); and

WHEREAS, pursuant to the Chesser Plantation Declaration of Covenants, Conditions and Restrictions recorded as Instrument # 20020306000107881 in said Probate Office, as amended from time to time, (the “Chesser Plantation CCRs”), the Chesser Plantation HOA is charged with the responsibility of maintaining the Common Areas as shown on the Chesser Plantation Plats or otherwise owned, leased or maintained by the Chesser Plantation HOA within or without the Chesser Plantation development; and

WHEREAS, the Cottages at Chesser HOA is comprised of the owners of the lots depicted on the plat of Cottages at Chesser, Phase I, as recorded in Map Book 33, Page



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 Shelby Cnty Judge of Probate, AL
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45 and the plat of Cottages at Chesser, Phase II, as recorded in Map Book 38, Page 49 in said Probate Office (the "Cottages at Chesser Plats"); and

WHEREAS, pursuant to the Cottages at Chesser Declaration of Covenants, Conditions and Restrictions recorded as Instrument # 20040511000248910 in said Probate Office, as amended from time to time, (the "Cottages at Chesser CCRs"), the Cottages at Chesser HOA is charged with the responsibility of maintaining the Common Areas as shown on the Cottages at Chesser Plats or otherwise owned, leased or maintained by the Chesser Plantation HOA within or without the Cottages at Chesser development; and

WHEREAS, the Chesser Reserve HOA is comprised of the owners of the lots depicted on the plat of Chesser Reserve, Sector 1, as recorded in Map Book 38, Page 115A & B in said Probate Office (the "Chesser Reserve Plats"); and

WHEREAS, pursuant to the Chesser Reserve Declaration of Covenants, Conditions and Restrictions recorded as Instrument # 20070710000325070 in said Probate Office, as amended from time to time, (the "Chesser Reserve CCRs"), the Chesser Reserve HOA is charged with the responsibility of maintaining the Common Areas as shown on the Chesser Reserve Plats or otherwise owned, leased or maintained by the Chesser Reserve HOA within or without the Chesser Reserve development; and

WHEREAS, the residents of the Three Chesser Communities use a common entrance into the Chesser PUD and the Chesser HOAs desire to enter into this Agreement for the shared use and maintenance of the common entrance and entrance sign.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below, the Chesser HOAs do hereby agree as follows:

1. **Incorporation of the Recitals.** The Chesser HOAs hereby agree that the above stated Recitals are incorporated herein by reference as though fully set forth herein.
2. **The Common Entrance.** The common entrance leading to the Three Chesser Communities and used by all residents thereof begins at the intersection of U.S. Highway 280 and Chesser Plantation Lane and ends at the intersection of Chesser Plantation Lane and Chesser Park Drive (the "Common Entrance").
3. **The Entrance Sign.** The common entrance sign is a monument with the word "Chesser" on its front which is located at the northwest corner of the intersection of Chesser Plantation Lane and Chesser Drive (the "Entrance Sign").
4. **Maintenance of the Common Entrance and Entrance Sign.** The Chesser HOAs hereby agree to maintain and repair the Common Entrance and Entrance Sign

in accordance with the maintenance obligations of their Common Areas under their respective CCRs. Such maintenance and repair shall be organized and coordinated by the Boards of Directors of the Chesser HOAs who shall act in good faith and reasonably cooperate with each other with regard to the use, maintenance and repair of the Common Entrance and Entrance Sign. In order to maintain an attractive appearance of the Common Entrance, the maintenance and repair of the Common Entrance shall include, but not be limited to, the mowing of grass along both sides of the right of way of Chesser Plantation Lane, the watering and replacement of landscaping as may be reasonably required, and the maintenance and replacement of the lighting along Chesser Plantation Lane. In order to maintain an attractive appearance of the Entrance Sign, the maintenance and repair of the Entrance Sign shall include, but not be limited to, painting or repair of the lettering thereon, the watering and replacement of the landscaping around the Entrance Sign as may be reasonably required, and the maintenance and replacement of the lighting for the Entrance Sign.

5. Shared Costs for the Common Entrance and Entrance Sign.

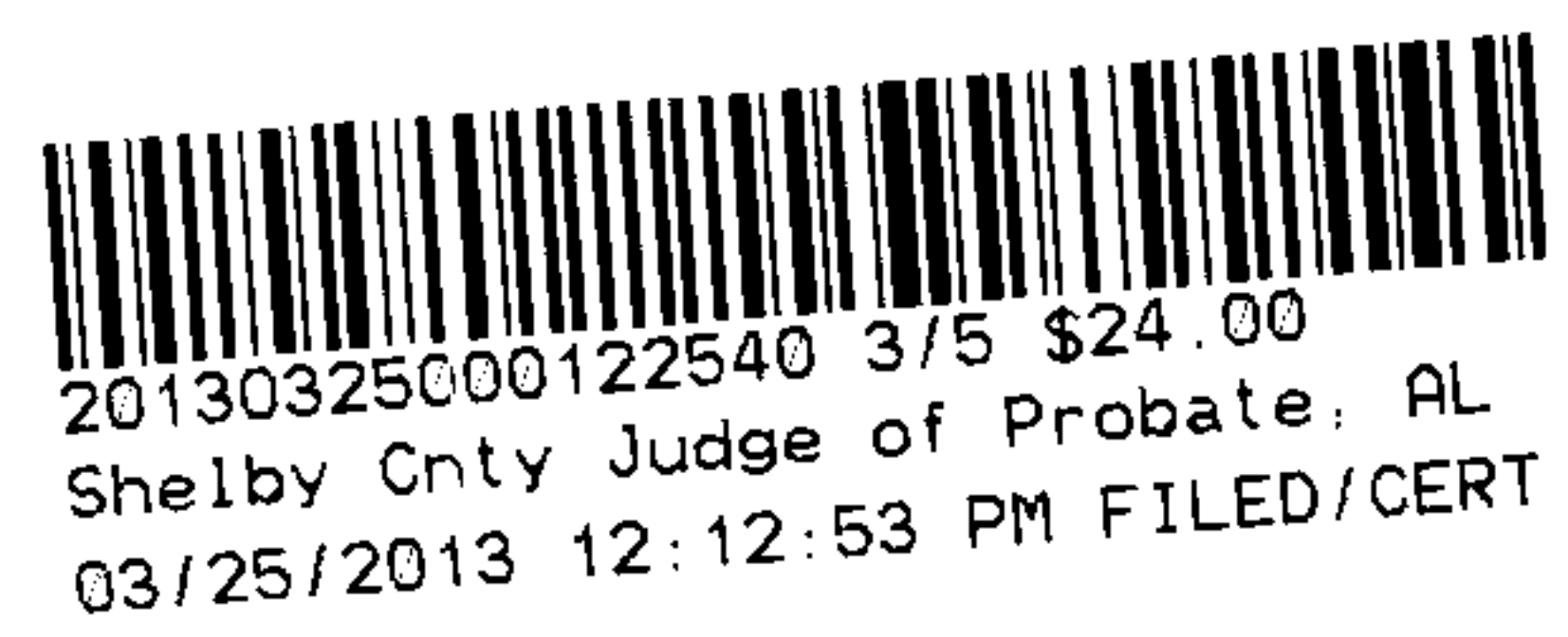
Pursuant to the allocation of costs as set forth in Section 6 below, the Chesser HOAs agree to share the costs for the use and maintenance of the Common Entrance and Entrance Sign including, but not limited to, the costs of repair, landscaping maintenance and replacement, water and irrigation maintenance, and electricity needed for the lighting and operations of the Common Entrance and Entrance Sign (collectively, the "Shared Costs").

6. Allocation of the Shared Costs. The Chesser HOAs hereby agree to allocate the Shared Costs arising out of and attributable to maintaining the Common Entrance and Entrance Sign as follows:

Each HOA shall pay their fractional portion of the Shared Costs. The numerator of each HOA's fractional portion shall be the number of residences in the respective HOA and the denominator shall be the number of all residences collectively in the three Chesser HOAs.

The Cottages at Chesser HOA and the Chesser Reserve HOA shall timely pay their fractional share to the Chesser Plantation HOA immediately upon receipt of an invoice therefor from the Chesser Plantation HOA. Upon receipt of such payments from the other two Chesser HOAs, the Chesser Plantation HOA shall pay all invoices for the Shared Costs. Upon reasonable request, the Chesser Plantation HOA shall make available to the Boards of Directors of the other two Chesser HOAs all records of expenses and invoices evidencing the Shared Costs.

7. Termination of the Chesser HOAs Obligations Hereunder. The Chesser HOAs shall maintain the Common Entrance as required hereunder until such time as a property owner abutting the right of way of the Common Entrance is assigned and assumes the obligations hereunder for the maintenance of the portion of the Common



Entrance within the right of way abutting the owner's property. The Entrance Sign is situated on property outside the boundaries of the Three Chesser Communities. The Chesser HOAs shall maintain the Entrance Sign as required hereunder as long as the owner of the property upon which the Entrance Sign is located permits the Entrance Sign to remain on such property. At such time as the Entrance Sign is no longer permitted on such property, if ever, the Chesser HOAs shall remove the Entrance Sign from such property.

8. **Full Force and Effect.** All of the terms and conditions of the Chesser Plantation CCRs, the Cottages at Chesser CCRs and the Chesser Reserve CCRs shall remain in full force and effect.

9. **Miscellaneous.**

(a) **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding on and enforceable against the parties hereto and the successors and assigns of the parties.

(b) **GOVERNING LAW/VENUE.** This Agreement and the rights of the parties hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Alabama.

(c) **RIGHT TO RECORD.** This Agreement shall be recorded in said Probate Office by the Chesser Plantation HOA Board of Directors.

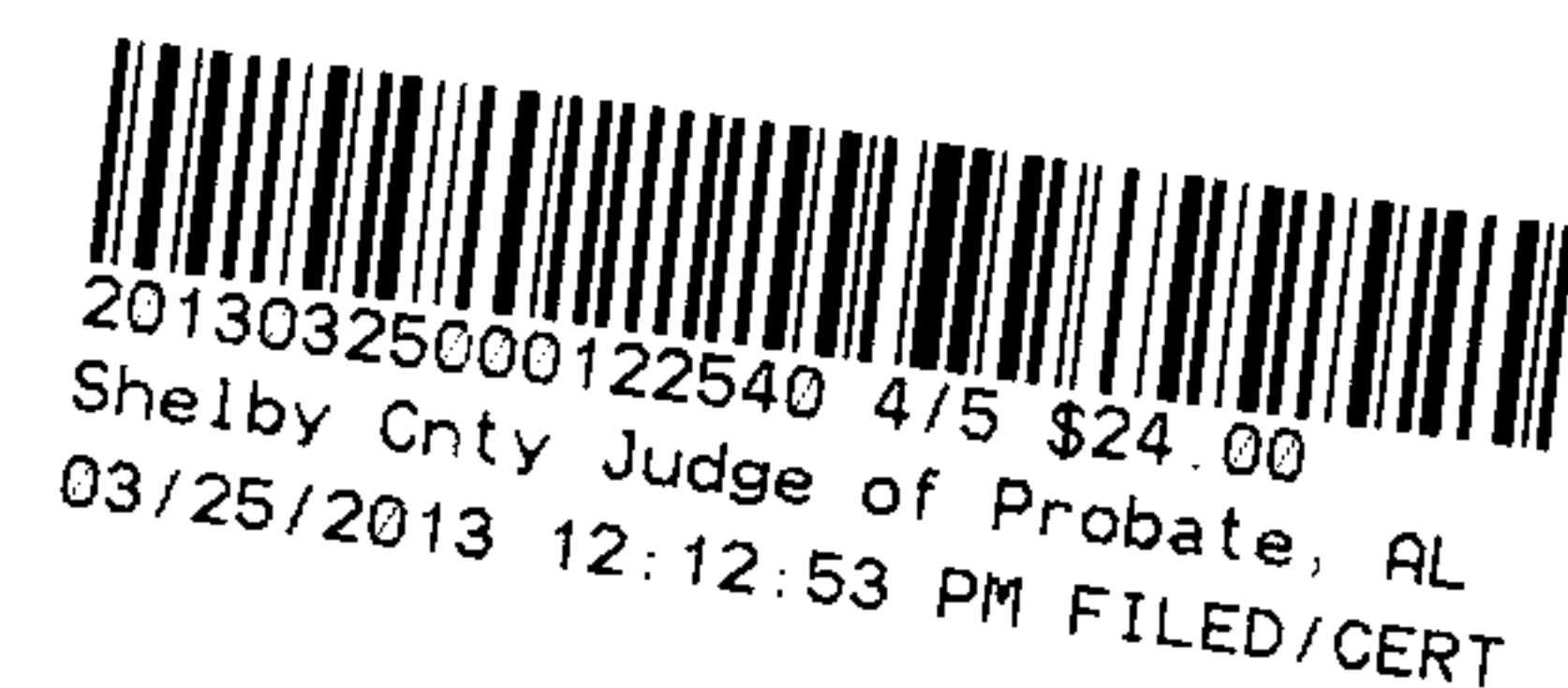
(d) **ATTORNEY'S FEES.** In the event of any litigation arising out of this Agreement, the court may award to the prevailing party all reasonable costs and expenses, including attorneys fees. The parties agree that the state courts sitting in Shelby County, Alabama shall be the exclusive forum for litigation arising from this Agreement, its negotiation, execution or performance.

IN WITNESS WHEREOF, the Chesser HOAs have executed this Agreement as of the day and year first above written.

**CHESSER PLANTATION OWNERS
ASSOCIATION, INC.,** an Alabama
nonprofit corporation

By: _____

Its President



**COTTAGES AT CHESSER OWNERS
ASSOCIATION, INC., an Alabama
nonprofit corporation**

By: [Signature]
Its President

**CHESSER RESERVE OWNERS
ASSOCIATION, INC., an Alabama
nonprofit corporation**

By: [Signature]
Its President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Thornton, III, whose name as President of each of the Chesser HOAs, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said nonprofit corporations.

Given under my hand and official seal this 28th day of February, 2013.

[Signature]
Notary Public
My commission expires: Nov. 7, 2015

(SEAL)

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Jefferson County, Alabama
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Fee - \$28.00

Total of Fees and Taxes-\$28.00
HATCHERK

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