

MAINTENANCE AGREEMENT

1. The purpose of this Maintenance Agreement is to satisfactorily maintain for ingress and egress that easement described in Exhibit "A."

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

3. Each "Owner" or his assigns will be entitled to one vote within this Organization.

4. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a member of this Organization. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation; however this is an assessment by the Organization.

5. The Organization may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of its members. Upon dissolution of the Organization, other than incident to a merger or consolidation, the assets of the Organization shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Organization was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

6. The first annual meeting of the members shall be held on December 1, 1986, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 3:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SEP 16 1986
CLERK OF CIRCUIT COURT
BIRMINGHAM, ALABAMA
RECORDED IN THE MARSHAL'S OFFICE
OF THE CIRCUIT COURT
283018

7. Special meetings of the members may be called at any time by a written request of two-thirds (2/3) of the members who are entitled to vote.

8. There is hereby created for purposes of ingress and egress a 20 foot right-of-way as indicated on the plat which is attached hereto and made a part hereof and labeled Exhibit "B." The roadway shall be maintained in perpetuity by this Organization, and no party acquiring title hereunder shall do anything to interfere with the normal ingress and egress by vehicular or pedestrian travel along said 20 foot right-of-way.

9. Additionally, should the city or county, as the case may be, ever agree to accept the roadway easement as specified herein, the property shall be deeded by the owner of the property at that time to the respective government authority in consideration for their acceptance and agreement to maintain said roadway.

10. Enforcement of this agreement shall be by action against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sums as the court may adjudge to be reasonable for the services of an attorney.

11. Invalidation of any of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

12. Each owner of any Lot by acceptance of a deed therfore, whether or not it shall be so expressed in such deed, or by his signature on this document, is deemed to covenant and agree to pay an annual assessments or charges. The maximum annual charge shall be fifty dollars (\$50.00). The annual charge levied by this Organization shall be used exclusively on the maintenance and improvement of the easement described in Exhibit "A."

13. Exhibit "B" is included to locate each lot and its owner and its relationship to Exhibit "A."

Kathy J. Register
Witness

DR122401778

Virginia L. Barone
Witness

Mark B. Krause
MARK B. KRAUSE

robin c fernsire
Witness

George Alan Scott
GEORGE ALAN SCOTT

Virginia L. Barone
Witness

James B Carpenter
Witness

William D. Todd
WILLIAM TODD

Donald D. Price
Witness

Henry H. Brewer
HENRY H. BREWER

Tom D. Dickey
Witness

Virginia L. Barone
Witness

Joe E. Page, Jr.
JOE E. PAGE, JR.

robin c fernsire
Witness

Virginia L. Barone
Witness

STATE OF FLORIDA

COUNTY OF LEON

Sworn to and subscribed before me by MARK B. KRAUSE this 8th
day of September, 1986.

Virginia L. Barone
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida
My Commission Expires May 15, 1990
Bonded Thru True Faith - Insurance Inc.

STATE OF FLORIDA

COUNTY OF LEON

Sworn to and subscribed before me by GEORGE ALAN SCOTT this
12th day of September, 1986.

Virginia L. Barone
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida
My Commission Expires May 15, 1990
3 My Commission Expires May 15, 1990

STATE OF FLORIDA

COUNTY OF LEON

Sworn to and subscribed before me by WILLIAM TODD this 15th day of September, 1986.

Mary N. Martin
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 18, 1990
Bonded Thru Troy Fair - Insurance Inc.

STATE OF FLORIDA

COUNTY OF LEON

Sworn to and subscribed before me by HENRY H. BREWER this 10th day of September, 1986.

Virginia L. Barone
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida
My Commission Expires May 18, 1990
Bonded Thru Troy Fair - Insurance Inc.

STATE OF FLORIDA

COUNTY OF LEON

Sworn to and subscribed before me by JOSEPH E. PAGE, JR. this 12th day of September, 1986.

Virginia L. Barone
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida
My Commission Expires May 18, 1990
Bonded Thru Troy Fair - Insurance Inc.



20 FOOT ACCESS EASEMENT

Commence at the Southeast corner of the Southwest quarter of Section 19, Township 2 North, Range 2 East; Leon County, Florida and thence run South 89 degrees 10 minutes 40 seconds East along the South boundary of said Section 19 a distance of 260.25 feet, thence run North 00 degrees 02 mintues West 200.50 feet, thence run North 89 degrees 10 minutes 40 seconds West 646.90 feet to the POINT OF BEGINNING of a 20.00 foot access easement. From said POINT OF BEGINNING continue North 89 degrees 10 minutes 40 seconds West 20.00 feet, thence run North 00 degrees 02 minutes West 1908.99 feet to a point on the centerline of the Centerville to Pisgah Church Road, thence run South 80 degrees 43 minutes 20 seconds East along said centerline 20.26 feet, thence leaving said centerline run South 00 degrees 02 mintues East 1906.01 feet to the POINT OF BEGINNING.

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