

DRIVEWAY AGREEMENT

THIS AGREEMENT is made on March 28, 2001, by FOREST PARKS, LLC, (hereinafter "Developer") an Alabama limited liability company, who is the owner of all of the property and lots identified as The Estates of Forest Parks, as recorded in Map Book 27, Page 6, in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, Forest Parks is the developer of said estate lots and has constructed a sixteen foot (16') paved driveway to serve as the common use manner of ingress and egress to all of the lots located in The Estates of Forest Parks; and

WHEREAS, the Developer desires for the owners of Lots 1,2, 3, 7, 8 and 9 of The Estates of Forest Parks, 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 27, Page 6, the area designated as the Sixty Foot (60') access and utility easement shall be the sole means of ingress and egress to Lots 1,2, 3, 7, 8 and 9 of The Estates of Forest Parks, as recorded in Map Book 27, Page 6 in the Office of the Judge of Probate of Shelby County, Alabama.

The Developer agrees that the access and utility easement shall be and forever remain an automobile driveway for the use of the owners, their heirs and assigns of Lots 1,2, 3, 7, 8 and 9 of The Estates of Forest Parks, as recorded in Map Book 27, Page 6 in the Office of the Judge of Probate of Shelby County, Alabama.

The Developer desires that the owners of Lots 1,2, 3, 7, 8 and 9 of The Estates of Forest Parks shall be jointly and equally responsible for the maintenance and repairs, should they be necessary, of the driveway. All repairs shall be of that same quality as that of the original. If the owners of said lots desire to erect a gate at the entrance to the driveway, the cost of such shall be borne equally by the lot owners.

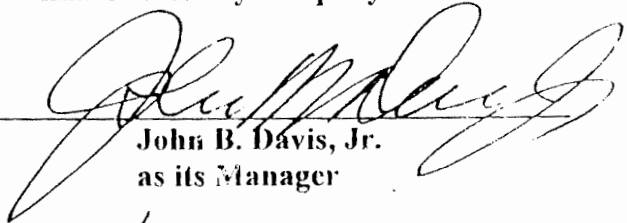
This Agreement shall be perpetual and shall constitute a covenant running with the land.


Executed on the day and year first above written.

Inst # 2001-12682

04/05/2001-12682
09:27 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

FOREST PARKS, LLC, an Alabama
limited liability company

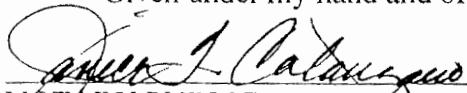
By: 
John B. Davis, Jr.
as its Manager

By: 
Kenneth B. Weygand
as its Manager

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that JOHN B. DAVIS, JR and KENNETH B. WEYGAND., whose names as Managers of Forest Parks, LLC, an Alabama limited liability company, are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the driveway agreement, they, in 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 28th day of March, 2001.


NOTARY PUBLIC
My commission expires: 1-18-2005

Inst # 2001-12682

04/05/2001-12682
09:27 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 C.J. 14.00