

161 015

ROAD MAINTENANCE AGREEMENT

MOULTRIE PLANTATION - PHASE V

Declaration made this 19 day of August, 1996, by John R. Walker, and having a place of business in Ridgeland in the County of Jasper and State of South Carolina (hereinafter referred to as Seller/Declarant) and any and all persons, firms or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Road Maintenance Agreement.

WHEREAS, Seller/Declarant owns certain property known as Moultrie Plantation - Phase V, County of Jasper, State of South Carolina and being more specifically shown and delineated on a plat recorded in Plat Book 22, at Page 83 in the Office of the Clerk of Court for Jasper County, and

WHEREAS, Seller/Declarant has agreed to set forth the within stated agreement for the purpose of maintaining certain roads and improvements of Moultrie Plantation - Phase V, and for the mutual protection and benefit of the present and future owners thereof,

NOW, THEREFORE, Seller/Declarant declares that all of the property described on the within referenced plat shall be held, sold and conveyed subject to this Road Maintenance Agreement, which is for the purpose of maintaining certain roadways, drainage ditches, and improvements of Moultrie Plantation - Phase V and shall be binding on all parties now or hereafter owning said real property and their respective heirs, successors and assigns.

1. All Lot Owners are granted the right to use and enjoy all designated roads and lanes of Moultrie Plantation Phase V as they appear on the subdivision Plat of Moultrie Plantation Phase V recorded in the Office of the Clerk of Courts for Jasper County, south Carolina, in Plat Book 22 at Page 83

2. Upon the formation of Moultrie Plantation Phase V Property Owner's Association, Declarant shall convey all Roads and Lanes of Moultrie Plantation Phase V to the Property Owner's Association.

3. Upon the formation of Moultrie Plantation Phase V Property Owner's Association, All Lot Owners will contribute \$50.00 per Lot per year to the Moultrie Plantation - Phase V Property Owner's Association for, among other things, the maintenance and upkeep of the private roads, drainage ditches, and entranceways of Moultrie Plantation - Phase V.

4. All maintenance and upkeep will be done on the basis of competitive bids and only as required and on demand of one or more of the property owners serviced by said private roads.

5. Said maintenance and upkeep of the roads, drainage ditches, and entrances will

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DATE 9-10-96
David R. Walker
AUDITOR JASPER COUNTY SC

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be limited to that required by ordinary wear and tear to the road condition unless otherwise agreed to by Seventy-Five (75%) percent of all Lot Owners. In the event that extraordinary measures such as enlarging or paving the road surface is requested, approval of Seventy-Five (75%) percent of all Lot Owners is necessary. If the projected cost of any one project mentioned herein will exceed \$1,000.00, no work will be undertaken until consent of Seventy-Five (75%) percent of the Lot Owners is obtained.

6. Lot Owners will be responsible for the upkeep and maintenance of the roads and lanes including, but not limited to, payment of real estate taxes assessed, improvements and maintenance of the entrance as needed and enforcement of the conditions and restrictions and contained in the Covenants, Conditions and Restrictions.

7. At the organizational meetin of the Moultrie Plantation Phase V Property Owner's Association, one Lot Owner will be elected by the remaining Lot Owners to handle the details of this agreement.

8. No money shall be collected until the Property Owner's Association has held its first meeting and an officer or officers are elected to collect such funds

9. Consent of Seventy-Five (75%) percent of all Lot Owners is required in the event the Property Owner's Association decides that a stated amount herein is to be increased or decreased.

This Road Maintenance Agreement shall be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any part of the Property herein described for a period of thirty (30) years from the date this Agreement is recorded, after which time said Agreement shall be automatically extended for successive period of ten (10) years, unless an instrument signed by Seventy-Five (75%) percent of the then Owners of the property agreeing to modify this Agreement in whole or in part.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this
19 day of August, 1996

Rosemary M. Taylor
WITNESS

Deborah A. Malphur
WITNESS

John R. Walker
JOHN R. WALKER

PERSONALLY APPEARED BEFORE ME, Rosemary M. Taylor who
in oath says that s/he saw the within named John R. Walker, execute the within document, and as his
act and deed deliver the same, and that s/he with Deborah A. Malphur witnessed the

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execution thereof.

SWORN TO BEFORE ME this 19
day of August, 1996.

Rosemary M. Taylor

Dell A. Myers
Notary Public for South Carolina
My Commission Expires: 2-9-2004