

**Road Maintenance Agreement
for
Gilbert International Airpark
Revised: 6/23/2016**

WHEREAS, the Gilbert International Airpark Association, herein known as the "Association", is the current owner of the property described and transferred to the Association in August, 2007 by the developer, Thomas L. Sanders, as specified in the original airpark covenants, and:

WHEREAS, the Association desires to impose restrictions and conditions for the use and maintenance of private roads Final Approach, Upwind Leg, and Downwind Leg to be jointly owned by any and all purchasers of the lots forth hereinafter below.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Association does hereby impose the following restrictions and conditions and covenants upon the lands formerly deeded to the developer, Thomas L. Sanders, described as follows:

All that certain piece, parcel or tract of land, containing 59.76 acres as shown on a plat prepared for Thomas Sanders by Ralph O. Vanadore & Assoc., Inc., Ralph O. Vanadore RLS #7606, dated 25 January 1989 and recorded in the Office of the RMC for Lexington County in Plat Book 230 at page 16; said tract is very nearly rectangular in shape, with a strip fifty feet in width and 1008.94 feet in length on its northern side and 944.07 feet in length on its southern side connecting the main body of the tract from its eastern boundary to its eastern access, ingress and egress; the main body of the tract conveyed is bounded on the north by property now or formerly of Ruth S. Smith for 3619.46 feet on the east by Lot 28 of Juniper Springs Subdivision for 358.04 feet and by Lot 30 of Juniper Springs subdivision for 332.62 feet, on the south by property of C. P. Shealy et al for 3403.09 feet; and on the west by property now or formerly of R. Guignard, Jr., Trustee for 785.18 feet; be all measurements a little more or less, said property being in the County of Lexington, State of South Carolina.

Also, as shown in part as lots 1 through 25 and 52 on a plat of Gilbert International Airpark Subdivision, Phase I prepared by Arthur J. Weed, RLS #4193, dated 10/18/93, and recorded in the Office of RMC for Lexington County in Plat Book 265 Page 56.

This being a portion of the property conveyed to the grantors by deeds of Wyman Boozer Realty, Inc. recorded in Book 1006 page 310 and 1006 page 314 and by deed of J. B. Frazier, III recorded in Book 1002 page 346.

This conveyance is made subject to conditions, restrictions and easements of record affecting the property described herein.

TMS Portion of 7300-05-13.

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The CONDITIONS AND RESTRICTIONS imposed on the aforesaid property are as follows:

1. Under the terms of the Lexington County Planning Commission's approval of this project as a private road subdivision, no commercial uses are allowed.
2. The roads designated as Final Approach, Upwind Leg, and Downwind Leg running through said property as shown on the aforesaid plat of Phase I are for the joint use of the owners of Lots 1 through 25 and 52, their heirs, successors, and assigns, for ingress and egress to and from the respective lots and for the installation of public utilities. These owners shall be called the property owners of the Gilbert International Airpark Association. Upon the recording of a plat of Gilbert International Airpark Subdivision, Phase II, its lots (26 through 49 and parcels 1 and 2) and road (Downwind Leg) shall become part of this Road Maintenance Agreement.
3. A property owner is a person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, who is the holder of a deed to a lot in Gilbert International Airpark. It is the responsibility of each present and subsequent member of the Association to assist in keeping the roads in a high state of maintenance and to respect the rights of the other property owners in their use. **Since these roads are not being engineered and constructed according to Lexington County standards, it will not be the responsibility of Lexington County to maintain these roads.**
4. Maintenance cost to the said roadways shall be borne in accordance with the percentage of ownership of the lots hereinabove set forth; said interest at this state being solely in the name of Thomas L. Sanders, Jr. Percentage shall be divided equally for each lot owned, therefore, with the property initially subdivided into twenty-six (26) lots, the ownership of each lot represents 1/26 of the maintenance cost to be shared. With the property subsequently subdivided into fifty-two (52) lots via the recording of the plat of Phase II, the ownership of each lot represents 1/52 of the maintenance cost to be share. The developer shall carry all responsibilities of a lot owner in proportion to the number of lots owned. There shall be no further subdividing of lots within this subdivision.
5. The Association in November of each year shall elect a Board of Directors consisting of four (4) members. This Board shall be for the care and maintenance of the roadways in Gilbert International Airpark, and is authorized to direct the financial matters of the property owners concerning collection of assessments and necessary expenditures of joint funds of the property owners. To carry out these duties, the Board shall elect a President, Vice President, Secretary, and Treasurer.
6. Upon the initial sale of each lot, One Hundred dollars shall be set aside in escrow by the Developer to be drawn upon as determined by the Board of Directors stipulated above to provide maintenance to the aforesaid roadway.
7. Funding for road maintenance is covered in the Gilbert International Airpark Association's Covenants section 4.01 and Bylaws section VIII.B.

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8. This instrument is to be recorded in the Lexington County RMC Office, and the Association and future owners shall cause the following statement to be placed in every contract and deed conveying lots out of the subdivision. This statement shall be signed by the grantee(s) and shall be placed immediately below the grantor's signature and shall be binding on all parties thereof. Failure of any subsequent purchaser to comply with this provision shall in no way diminish or impair the terms of this agreement and the conditions, benefits, and obligations imposed and granted thereunder.

"I, the undersigned, as purchaser of the above lot described in this deed/contract, acknowledge the existence of the road maintenance agreement as recorded in the RMC Office for Lexington County in Deed Book _____ at Page _____, and do hereby confirm by acceptance of this deed/contract all the terms and conditions thereof. I understand that since the roads described in that agreement are not being engineered and constructed according to Lexington County Standards, it will not be the responsibility of Lexington County to maintain these roads. I further acknowledge that the lot owners subject to that agreement shall be responsible for the maintenance and upkeep of these roads."

9. It is agreed that said roads shall be kept free of all obstructions so as to be open for the passage of fire, police, and other emergency vehicles, personnel, or equipment at all times; and that such responsibility lies with the respective property owners, their agents, guest, and employees.
10. That said roadway shall be posted as a "Privately Maintained Road" prior to the conveyance of properties, and shall remain posted in that manner at all times.
11. These covenants and restrictions are to run with and bind the land, and shall inure to the benefit of and bind property owners subject to this agreement, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date of this agreement is recorded in the RMC Office for Lexington County; after which time said agreement shall be automatically extended for successive periods of ten (10) years unless an instrument has been recorded whereby the owners of the lots have agreed to a change in this agreement.
12. Changes in this agreement either in whole or in part may be executed at any time by the recording of an instrument signed by a 75% majority of the existing owners at a special meeting for such purpose. Owners may vote at such meeting in person or by proxy.

