

County of Colleton)

)

A G R E E M E N T

State of South Carolina)

22 EE 124

This Agreement is entered into this 25th day of February, 2022, by and between The Hammocks Property Owners Association, hereinafter referred to as the **POA** and the Owner of the residential homesite located at Lot #5 644 Jan Savage Way on Edisto Island, in Colleton County, South Carolina, hereinafter referred to as **OWNER**.

WHEREAS, the POA possesses a right-of-way over the property of Fraternal Properties Inc., A South Carolina Corporation, extending from Highway 174 to the gate of The Hammocks at Jeremy Inlet Subdivision on Edisto Island, South Carolina, identified as Jan Savage Way, and is required by the aforesaid right-of-way agreement to maintain that property AND,

WHEREAS, the OWNER possesses a right-of-way similar to that of the POA, which requires the maintenance of the access road on a pro-rata basis with other property owners including property owners in The Hammocks at Jeremy Inlet Subdivision AND,

WHEREAS, the parties hereto wish to share on a pro-rata basis the cost of the maintenance expense of the roadway required under their respective right-of-way agreements,

NOW THEN, the parties hereto do agree as follows

1. **RESPONSIBILITY:** The POA will manage the maintenance of the roadway (Jan Savage Way from Highway 174 to The Hammocks gate) and the OWNER will share in the cost incurred therefor on a pro-rata basis as set forth herein. To wit: the OWNER shall reimburse the POA for the owners pro-rata share of the cost of maintaining Jan Savage Way from Highway 174 to The Hammocks gate. Additionally, for any unplanned expenditure not considered normal maintenance, the homesite owner will be responsible for paying their pro-rata share of the unplanned expenses. By way of example these may include, but are not limited to tornado and/or hurricane cleanup, capital improvements, etc.

2. **REIMBURSEMENT:** The POA has advised the OWNER that expenses for the current year, 2022, are as follows: Jan Savage Way Road maintenance expense, Jan Savage Way grounds maintenance expense and tractor expense which expenses have amounted to four thousand eight hundred dollars (\$4,800), five thousand eight hundred dollars (\$5,800) and eight hundred dollars (\$800) respectively for a total of eleven thousand four hundred dollars (\$11,400), which when divided by sixty-six (66) homesites amounts to one hundred seventy-two dollars (\$172) per homesite per year. The POA has agreed that the aforesaid one hundred seventy-two dollars (\$172) per year per homesite will be the fee for the calendar year 2022, following which the POA will review annual costs for the aforesaid expense categories and the total cost expended shall be the basis upon which to adjust the fee the following year. It shall be the responsibility of the POA to explain and substantiate the figures so derived.

3. PAYMENT: The parties agree that the OWNER will become liable for the payment of the annual fee beginning with the date of issuance of a Colleton County permit for the construction of a residential structure on the property, which fee shall continue for so long as a residential structure is on the property.

4. DEFAULT: The fee shall be due and payable ten (10) days following receipt of a bill from the POA and shall be considered in default thirty (30) days following receipt thereof.

5. 5. REMEDIES: In the event the OWNER does not submit payment by the default date, the POA will be entitled to place a lien on the OWNERS property to ensure payment and pursue all available legal remedies, provided, however, that, upon receipt of payment in full, the POA shall remove such lien within a period not to exceed ten (10) days.

6. NOTICE: Wherever, herein, reference is made to the providing of notice, such notice shall be by registered mail and, for the purpose of this agreement, it shall be presumed that three (3) working days following the date of mailing of the notice, the requirements specified in this document have been satisfied.


IN WITNESS, our Hands and Seal this 25th day of February, 2022.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

The Hammocks at Jeremy Inlet
Property Owners Association


Witness 1:

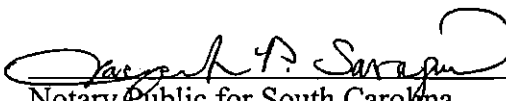

Witness 2:

By: 
Its: Hammocks POA Board

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by Harry Dent
as Board Member of The Hammocks at Jeremy Inlet Property Owners Association this
25th day of February, 2022.

 (SEAL)
Notary Public for South Carolina
My commission expires: 12/15/2031

IN WITNESS, our Hands and Seal this 25TH day of FEBRUARY, 2022.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Property Owner(s) of : Lot 5 - 644 Jan Savage
Jan Savage Way Way

[Signature]
Witness 1: Tonette Webster

[Signature]
Witness 2: Dorcas M. Tuten

[Signature]
Witness 1: Tonette Webster

[Signature]
Witness 2: Dorcas M. Tuten

Katherine A. Roberts

Katherine A. Roberts
Print Name

Michael R. Roberts

Michael R. Roberts
Print Name

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by
Katherine A. Roberts and Michael R. Roberts this 25 day of March, 2022.

[Signature] (SEAL)
Notary Public for South Carolina
My commission expires: 7/26/24



2022001798

AGREEMENT	
RECORDING FEES	\$25.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00

PRESENTED & RECORDED: 03-28-2022 12:11:41 PM

BK: RB 3080

PG: 335 - 337

DORCAS M TUTEN
ATTORNEY AT LAW

DEBORAH H. GUSLER
REGISTER OF DEEDS
COLLETON COUNTY, SC