
Space Above This Line for Recorder's Use

After recording return to:

PRIVATE ROAD OWNERSHIP AND MAINTENANCE AGREEMENT

WHEREAS, the undersigned, _____ is the owner and developer of the property described below, and;

WHEREAS, the (owner(s)/developer) desire(s) to impose restrictions and conditions for the use and maintenance of (road name) to be jointly owned and maintained by any and all purchasers of the lots set forth hereinafter below.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that the (the owner(s)/developer) does hereby impose the following restrictions and conditions and covenants upon the lands described as follows:

*“ (plat name) ”, prepared by (surveyor's name), RLS No. _____, dated _____,
and recorded in Plat Book ____, Page _____, of the Bryan County, Georgia Records*

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

1. **Parties.** The parties to this agreement are the owners of lots within the aforementioned subdivision.
2. **Purpose.** The purpose of this agreement is to establish a means for the repair and maintenance of the above-referenced roads and any emergency access that will be equitably shared among the parties utilizing the road.
3. **Consideration.** The considerations for this agreement are the mutual benefits to be derived by the parties, their heirs, and assigns.

4. **Disclosure.** This instrument is to be recorded with the real estate division of the clerk of court, and the undersigned, (owner/developer) , and all future owners shall cause the following statement to be placed in every contract and deed conveying lots out of this subdivision. This statement shall be signed by the grantees 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 Private Road Ownership and Maintenance Agreement as recorded in the office of the Clerk of Court for Bryan County, Ga in Deed Book _____, Page _____, and do hereby confirm by acceptance of this deed of all the terms and conditions thereof. I understand that maintenance of the road described in that agreement will not be the responsibility of Bryan County. I further acknowledge that the lot owners subject to that agreement shall be responsible for the maintenance and upkeep of that road.”

5. **Subdivision.** Any additional lots gaining access to the private road by way of splitting existing parcels will be bound by all terms and conditions of this agreement.
6. **Agreement.** The owners of the above-referenced land shall, at their own expense, repair and maintain the above-referenced road(s) to the road standards of the Bryan County ordinances in effect at the time of filing of the plat of the above referenced subdivision. The road repair and maintenance responsibility will be equally (proportionally) shared among the land owners. In the absence of other agreement as to shares, expenses shall be apportioned based upon the road frontage of each owner bears to total road frontage. A meeting may be held between the owners at specific time intervals or called when required, to discuss the specifics and responsibilities in insuring the road(s) is/are kept at the above-referenced standard. Dust control and air pollution measures may require a schedule of water or oil distribution to be agreed upon and implemented as a standing requirement to comply with legal statutes.
7. **Persons Bound by Agreement.** This agreement shall be binding upon the heirs, successors and assigns of the parties and shall be deemed to be an obligation running with the land.
8. **Termination of Agreement.** This agreement shall remain in full force and effect for a period of 20 years to automatically renew unless a majority of the property owners agree to dissolve, or until the road is dedicated to a local governmental authority that assumes maintenance of roads subject to this agreement.
9. **Enforcement of Agreement.** This agreement may be enforced by all remedies available under Georgia Law, including the placement of a lien against the property, or properties, of an owner who does not pay their share of the repair or maintenance required per the Bryan County ordinances or maintenance deemed necessary by the majority of the parties of this agreement that utilize the road. If legal action is taken to enforce this agreement, the successful party or parties, shall be entitled to be reimbursed for reasonable and necessary costs incurred, including attorney fees.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this the day of _____, 20__ in Bryan County, Georgia.

WITNESS:

PROPERTY OWNER:

Witness Signature

Witness Printed Name

Property Owner Signature

STATE OF GEORGIA)
) ss.
County of Bryan)

On this _____ day of _____, 20____, before me, a notary public in and for said State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

(SEAL)

Notary Public

My commission expires _____
4887-2339-2835, v. 1