

MTHOA/HOMEOWNER AGREEMENT

The Myrtle Trace Homeowners Association is responsible for the maintenance and preservation of the common properties in the Myrtle Trace community. The individual homeowners are responsible for the maintenance and preservation of their deeded residential properties. The Board has announced its willingness to allow individual homeowners in good standing to assist in the care of common areas immediately adjoining their respective residences. These are the same areas for which the homeowner has long been responsible for irrigation.

It is necessary that the scope and terms under which a homeowner will be permitted to assist the Association are clearly established. For that purpose the Myrtle Trace Homeowners Association (hereinafter referred to as MTHOA) and the owner(s) of a residence consenting to participation (hereinafter referred to as PERMITTEE) have executed this agreement on the date entered below with the signatures of the parties.

The PERMITTEE will, for all MTHOA common grounds immediately adjoining the PERMITTEE's residence, adhere to the following conditions:

1. Provide and apply fertilizer, weed treatment and pest control materials at regular and appropriate schedules at the expense of the PERMITTEE.
2. Regularly mow the existing lawn areas.
3. Remove all windblown or fallen debris to offsite disposal at the expense of the PERMITTEE.
4. Maintain irrigation at schedules and amounts sufficient to preserve the MTHOA property.
5. Refrain from alteration to, or introduction of plantings or other materials in, any part of the MTHOA property except for the permissible mailbox encroachments announced by the Association from time to time.
6. Hold MTHOA harmless from any claims, liabilities or other actions that may arise from the conduct of the PERMITTEE on the MTHOA property.
7. Refrain from any action interfering with or impeding "the members' right and easement of enjoyment in and to the Common Properties..." as provided in the Covenantis.
8. Compensate MTHOA for costs of restoring the MTHOA property arising from the PERMITTEE's actions or failure to act on the forgoing provisions
9. Cancellation of this agreement by either party with sixty (60) days prior notice in writing to the addresses noted below.
10. Immediate cancellation of this agreement for non-compliance with any of the conditions numbered 1 through 8 and described above, in which case the designated PERMITTEE will immediately cease all activities on these common grounds and will not impede or interfere with MTHOA's resumption of maintenance and preservation of its property.

Accepted by PERMITTEE: Date _____ For MTHOA Date _____

Signature _____ Signature _____

Name _____ Name _____

Street _____ 101 Myrtle Trace Drive

City, State, ZIP _____ Conway, SC 29526