

EXHIBIT C
ROAD MAINTENANCE AGREEMENT (RMA)
PINNACLE VIEW ESTATES AND RIVER FARM
CLAIBORNE COUNTY, TN

WITNESSETH:

WHEREAS, the property more particularly described in the attached contract may be situated along a private road which serves as access to and from the State- maintained road and/or has a private road crossing it which provides access to other parcels and provides access to the 2.06+/- acre common property which provides access to the Powell River and other amenities benefiting the property owners subject to this agreement; and

WHEREAS, the undersigned are advised that various lending institutions require execution of a private road maintenance agreement to deal with private road maintenance, and they have determined that it is in their best interest to establish a roadway maintenance agreement for purposes of providing for the upkeep and maintenance of said private road and for the upkeep and maintenance of the common area grounds and improvements.

In order to deal with these issues, the Buyer acknowledges and agrees that:

- 1) If located on the private road or any lot subject to this agreement, the aforesaid private road constitutes the access to and from its residence or property to the State-maintained road and/or access to the common property on the Powell River.
- 2) If the property that is the subject of this contract has a private road across it, Buyer acknowledges that an easement for ingress and egress over said private road will be reserved in the deed to Buyer.
- 3) The undersigned covenant and agree that each property owner along said private road or within the Pinnacle View Estates Subdivision shall have unobstructed right of ingress and egress over said private road to and from their respective residences or the common property.
- 4) The undersigned covenant and agree that the 2.06 acre common property on the River will not be used for overnight camping by any property owner or guest.
- 5) Buyer acknowledges that an easement for utilities will be reserved in its deed so that utility lines can be installed and maintained within the area reserved for the private road that crosses its property.
- 6) Buyer agrees that it is in the best interest of all that said private road shall be maintained in good and passable condition as a gravel/dirt drive and that they will share equally in the cost of maintaining said private road to keep it in a state of repair that is, at a minimum, as good as the condition of the private road at the time of the closing. An annual fee of \$200.00 (per lot or

parcel subject to this agreement) for the first year payable at closing to Woltz & Associates, Inc., as escrow agent, and \$200.00 for each year thereafter will be collected from the undersigned once a year, payable on July 1st, to provide for private road and common area maintenance. In the event additional money is needed to maintain or improve the private road, a majority vote of all the owners who use the driveway must agree in writing to any additional assessment over the \$200.00 annual fee.

- 7) In the event any of the lots or parcels subject to this agreement is subdivided, and the new lot or parcel also utilizes the private road for access, each new owner will be obligated to pay the \$200.00 annual maintenance fee and will be bound by all other terms and conditions of this agreement.
- 8) No gates shall be erected that would block the private road.
- 9) The property owners subject to this RMA will elect a custodian to collect and disburse monies from the road and common area maintenance fee checking account. The custodian will be a property owner subject to this RMA. Each property owner shall have one (1) vote for each lot or parcel owned. Upon election of the custodian, the funds collected from closings by the escrow agent will be disbursed to the custodian for deposit into the road and common area maintenance fee checking account.
- 10) The custodian of the Road Maintenance Agreement checking account will prepare and distribute to the herein affected property owners an annual income and expense report and a year-end balance sheet accounting for all funds received and disbursed.
- 11) In the event it is necessary to take legal action to enforce any term of this agreement, the prevailing party shall be entitled to collect reasonable attorney's fees for enforcement of this agreement.

This agreement is intended to be binding on all parties who own property or residences subject to this agreement, their heirs and assigns, as well as any future owner who is given rights to said private road and common area.

Buyer acknowledgement:

_____	_____
Buyer	DATE
_____	_____
Buyer	DATE