

~~Sewer Line Maintenance Agreement~~

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SEWER LINE MAINTENANCE AGREEMENT

MARGARET BOSTICK  
CLERK

STATE OF SOUTH CAROLINA )  
COUNTY OF JASPER )

WHEREAS, THE UNDERSIGNED GRANTOR, Coastal Properties, Inc., is the owner of a certain subdivision known as Knowles Island Plantation, as shown on a plat of property prepared by Gasque and Associates, Inc. dated 2-2-95 and recorded in Plat Book 21, at Page 253, Office RMC for Jasper County (hereinafter called the Plat), and,

WHEREAS, certain lots owned by the Grantor shall be using a septic system involving an easement across certain lots and the placement of the septic tank on other property also owned by Grantor, and

WHEREAS, the Grantor desires to perpetuate a method by which such easement can be used for the benefit of the individual lots served and to allow the maintenance of such area with a cost sharing by the lot owners served by this area, and

WHEREAS, the Grantor intends to convey an easement to each individual lot owner for the uses and purposes as stated above, and subject to the terms, conditions, rights, restrictions, uses, covenants, reservations and easements hereinafter set forth;

KNOW ALL MEN BY THESE PRESENTS, that the Grantor does hereby impose the following restrictions, terms, covenants and conditions upon the property as described below:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the County of Jasper, State of South Carolina, and being shown as Lot 10, 11, 12, 13, 14, 15, 16, 17, 19 and 91 of the Knowles Island Plantation on a plat prepared by Gasque & Associates, Inc. dated February 2, 1995 and recorded in Plat Book 21, at Page 253, Office RMC for Jasper County. Said lots having such metes and bounds as shown on referenced plat.

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

1. The sewer line easement, described more fully in Exhibit "A" is for the benefit and use of the lot owners as referenced above and for any other subsequent purchasers which may obtain title to the lot in the future, their heirs, successors, and assigns, for the purpose of installing and maintaining a sewer line. These certain lot owners shall be designated as Knowles Island Plantation Sewer Line Maintenance Association, hereinafter called the "Association".

2. 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 one or more

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of the lots delineated above. It is the responsibility of each present and subsequent member of the Association to assist in keeping the sewer line in a high state of maintenance and respect the rights of the other property owners in its use.

3. Maintenance costs to the said sewer line system shall be borne equally by each lot owner. There shall be an annual assessment upon each lot owner designated above in the amount of \$ 50.00, payable on January 1st of each year. This amount may be changed at any time by an unanimous vote of the members of the Association. The obligation of each lot owner to pay this assessment shall be a continuing lien upon the lot, subject only to the lien on a bona fide first mortgage upon such real property held by a reputable financial institution; and said lien may be enforced by the Association in all respects as though secured by a recorded mortgage as provided by the laws of the State of South Carolina.

4. This document shall be recorded in the Jasper County RMC Office and the undersigned 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 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 agreement and the conditions, benefits, obligations imposed and granted thereunder. "I, the undersigned, as a purchaser of the above lot described in this deed/contract, acknowledge the existence of the Sewer Line Maintenance Agreement as recorded in the RMC Office for Jasper County in Deed Book \_\_\_\_\_, at Page \_\_\_\_\_, and do hereby confirm my acceptance of this deed/contract all the terms and conditions thereof."

5. The easement area, as shown on the referenced plat, shall be used for the purpose of installing and maintaining a sewer line from each of the individual lots to another area which shall contain the septic tank, with said area to be conveyed to be conveyed to the individual lot owner simultaneously with the fee simple conveyance of the individual lot. The septic tank area is specifically delineated on the within referenced plat and the maintenance of said area shall be the responsibility of the Association after the initial installation of the septic tank has been completed. Within forty-eight (48) hours after the installation of the septic tank, it is the individual lot owner's responsibility to restore the property to its original condition; thereafter the Association shall bear the responsibility of maintaining the septic tank area in such a condition as forth in the restrictive covenants of Knowles Island Plantation as recorded in Deed Book 143, at Page 325 Office RMC for Jasper County.

6. In the event an individual lot owner's sewer line malfunctions on another owner's lot within the easement area, the following procedures shall be followed:

a) Immediately upon detection of a malfunctioning sewer line on their property, the lot owner shall contact Collins Construction, Inc. Jack E. Loyther

P.O. Box 1370 Ridgeland, SC 29936 (803-726-8513)  
in order to determine which lot owner's sewer line is in need of repair.

b) Lot owner shall contact the owner of the malfunctioning sewer line to inform him of the malfunction. It is the responsibility of the lot owner whose sewer line is malfunctioning to pay all repair costs, including the restoration of the property on which the malfunction occurred and the cost incurred in determining the owner of the sewer line.

c) The malfunctioning sewer line owner shall begin making the necessary repairs within twenty-four (24) hours after detection and shall restore the damaged property to its original state within thirty (30) days from the completion of the repair.

d) The individual lot owners shall have the right to select any reputable company to make the needed repairs after notification of the malfunction.

7. These covenants and conditions are to run with and bind the land, and shall inure to the benefit of and bind the property owners subject to this agreement, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this document is recorded in the RMC Office for Jasper County, after which time said document 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 the instrument.

8. Changes in this document either in whole or in part may be executed at any time by the recording of an instrument signed by a majority of the members of the Association.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 15 day of March, 1995 in Jasper County, State of South Carolina.

WITNESSES:

Handen Dooley Parker  
Henry A. Warden

CAROLINA COASTAL PROPERTIES, INC.

Michael T. Emmons  
BY MICHAEL T. EMMONS - V.P.

STATE OF SOUTH CAROLINA)  
COUNTY OF JASPER )

PERSONALLY APPEARED BEFORE ME NANCY A DEELEN, who in oath says that s/he saw within-named Carolina Coastal Properties, Inc. by Michael T. Emmons, its Vice President sign within and as its act and deed, deliver same, and the s/he with ANDREA DOOLY PARKER witnessed the execution thereof.

Nancy A Deelen

SWORN TO BEFORE ME  
this 15 day of March, 1995

Andrea Dooly Parker (L.S)