

BOOK 0-216
PAGE(S) 2191-2193

STATE OF NORTH CAROLINA
COUNTY OF MACON
RETURN TO: FROMKNECHT
Prepared By: JOSEPH M. COLLINS
COLLINS & HENSLEY, P.A.

**WOODLAND COVE ESTATES
CONDITIONS OF WATER USE**

WITNESSETH:

THAT WHEREAS, SDS DEVELOPERS, LLC, (hereafter referred to as "Developer") is the owner and developer of Woodland Cove Estates, a subdivision, as shown on that plat recorded on Plat Card #3256, Macon County Land Registry; and

WHEREAS, a drilled well is located upon Lot 5 of said subdivision, near the southern boundary thereof; and

WHEREAS, Developer intends that the drilled well serve as the source of water for Lots 2, 3, 5, 6, 8, 9, and 10 **only** of said subdivision; and

WHEREAS, Developer has installed water pipelines from the drilled well to each of the above referenced lots; and

WHEREAS, Developer presently maintains ownership of said lots and desires to formally establish the rights and obligations of the future lot owners regarding said water source, previous to the selling of any of the said lots; and

NOW THEREFORE, the Developer establishes the following:

1. Each owner of a lot as numbered above is hereby granted the right to use the well described herein for the purposes of providing water to one single family dwelling located upon said lot. Under no circumstances shall any lot owner use this well to provide water for any commercial purposes.
2. Each lot described herein is granted an easement for its' pipeline, ten feet (10') in width, measured five feet (5') from either side of the pipeline for purposes of repairing, replacing, and otherwise maintaining its' pipeline. Additionally, each lot is granted an easement of reasonable size on or about the actual well and pump for the same purpose.
3. In exchange for the water rights received herein, the owner of each lot shall be subject to the following obligations and conditions:

(A) Until such time as three of the above described lots are sold, the Developer shall remain responsible for the of maintenance and upkeep of the well and pump assembly.

(B) So long as Developer bears the above obligation, each lot owner shall pay to Developer the sum of \$10.00 per month, to be payable quarterly, in advance, with the first payment due the 1st day of the month following the commencement of use of the water.

(C) Should payment not be made, the Developer shall give the lot owner thirty (30) days notice of such delinquency, and if the same is not cured, the water may be disconnected. The lot owner shall be subject to a \$100.00 reconnection fee.

(D) When three lots are sold, the Developer shall notify all owners owning the lots above numbered, and within ninety (90) days, said owners shall form an association to assume the responsibility of the well and its related appurtenances. In the event that this act is not accomplished within ninety (90) days, the Developer may, through written notice to each lot owner, divest itself of any and all future obligations relative to the well and its related appurtenances, and Developer's responsibility to the same will be considered to be fulfilled.

4. Each lot owner shall be responsible for the repair and/or replacement of any water pipeline lying within the boundary of their property.

5. Each lot owner shall have the option of obtaining an alternate water source for their respective lot, and, if so, shall not be subject to this Agreement.

IN TESTIMONY WHEREOF, SDS Developers, LLC. has hereunto set their hands and seals, the day and year first above written.

SDS DEVELOPERS, LLC

Donald J. Bishop (SEAL)
DONALD J. BISHOP, Manager

R/S (SEAL)
ROBERT S. BISHOP, Manager

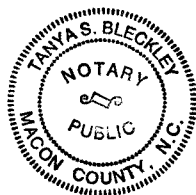
Susan Bishop McCracken (SEAL)
SUSAN BISHOP MCCRACKEN, Manager

STATE OF NORTH CAROLINA
COUNTY OF MACON

I, a Notary Public of the County and State aforesaid, certify that DONALD J. BISHOP and ROBERT S. BISHOP, Managers of SDS Developers, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 5th day of March, 2003.

(SEAL)



Tanya S. Bleckley
Notary Public
My commission expires: 5/7/2006

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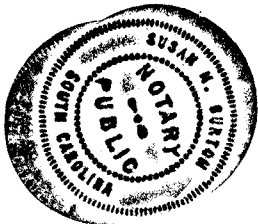
STATE OF South Carolina
COUNTY OF Greenville

I, a Notary Public of the County and State aforesaid, certify that SUSAN BISHOP MCCracken, Manager of SDS Developers, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 27 day of February, 2003.
(SEAL)

Susan M. Burton

Notary Public

My commission expires: 3-31-08



STATE OF NORTH CAROLINA

COUNTY OF MACON

Each of the foregoing certificate, or certificates, namely of

Susan M. Burton & Tanya S. Bleckley

a Notary or Notaries Public of the County and state designated, is certified to be correct and filed for registration on

the 10th day of Mar, 2003 in book 0-210

at page 211-212 at 11:05 o'clock A.M.

ADELAIDE K. GREEN, REGISTER OF DEEDS

BY Rogina J. Green

DEPUTY / ASSISTANT

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