



POND EASEMENT & MAINTENANCE AGREEMENT

THIS DECLARATION, made this 31 day of March, 2008, by Alyce Van Etten, Margaret Tribert and Jeanne Johnson, Declarants,;

WITNESSETH:

WHEREAS Declarants Alyce Van Etten own that land described in Book 4195 Page 1508-1513, Aiken County South Carolina Register of Mesne Conveyance, hereafter the Van Etten tract, Declarants Margaret Tribert own that land described in Book 4195 Page 1508, hereinafter the Tribert Tract, Jeanne Johnson owns that land described in Book 4195, Page 1514, hereinafter Johnson Tract 1, and Book 4195, Page 1514, hereinafter Johnson Tract 2,

WHEREAS, the property of Declarants either abuts upon or is proximate to that pond shown on that plat recorded in Miscellaneous Book 53, Page 648 Aiken County South Carolina Register of Mesne Conveyance, and

WHEREAS, Declarants wish to bind themselves, their heirs, successors and assigns to provide all owners of said properties an easement on the pond and to provide for maintenance of the pond, pump, well, and dam for the pond,

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, Declarants agree for themselves, their heirs, successors and assigns, and all persons, firms or corporations hereafter acquiring any of the above described property, that the same shall be subject to the following restrictions, conditions and covenants relating to the use and maintenance of the pond.

1. PERPETUAL EASMENT

Declarants hereby grant unto themselves and future owners of the above described tracts perpetual easements for use of the pond. The contemplated use is boating, swimming and fishing, subject to the restrictions enumerated herein and subject to those future amended or supplemented restrictions as the majority of tract owners may agree. Said use shall include the pond only, and shall not permit users of the pond to enter upon the lands owned by other Declarants.

2. VOTING RIGHTS

It is anticipated that from time to time the parties shall desire to vote upon decisions relative to this Agreement, and further, it is agreed that one vote shall be assigned to each owner, including Johnson who currently owns two tracts. If and when one or either of the Johnson tracts changes ownership, one vote shall be assigned to each separate owner. Subdivision or severance of any tract subject to this agreement shall create the right to one vote per severed tract. This is inclusive of those tracts that may be corporate or jointly owned.

2008008974
AGREEMENT
RECORDING FEES \$12.00
PRESENTED & RECORDED:
03-31-2008 02:09 PM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
BY: LYNN STEMBRIDGE DEPUTY
BK: RB 4195



3. DEED RESTRICTION & RESTRICTIVE COVENANT

This Agreement shall be recorded as a deed restriction and restrictive covenant to run with the land against any tract subdivided or otherwise severed from the Tracts referenced and included herein, where the severed tract contains land abutting the pond. In the event the severed tract is proximate to the pond and the grantee of the severed tract elects to participate in the pond use and be obligated by the provisions of this agreement, the grantee of the severed tract shall record this agreement as a covenant against that tract to run with the land.

4. ACCOUNT HOLDER & RECORD KEEPER

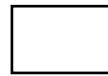
It is agreed that the tract owners shall nominate one party to this agreement as account holder and record keeper. The record keeper may, from time to time, solicit reimbursement from the tract owners for the administrative costs associated with this undertaking, to include reasonable costs for postage, stationary, recording fees and the like. This tract owner shall be the named account holder of that electric account serving the well pump dedicated to the pond. The account holder shall cause to be paid all expense for maintenance of the pond, and accordingly shall receive, upon demand and on a timely basis, contributions for this expense from all tract owners in accord with their proportionate share. All credits, dividends, refunds, rebates or other benefits accruing to the account holder relative to the pond account shall be used for the benefit of all tract owners, and first applied to expense associated with pond maintenance. As record keeper, this tract owner shall preserve records of maintenance and receipts for same and other records and notes made by the tract owners as circumstances may require. The nominated account holder and record keeper at this time is Alyce Van Etten. At such time as a deed is recorded devising the Johnson Tract _____ to Jeanne Johnson, then the nominated account holder and record keeper shall be Jeanne Johnson.

5. AGREED MAINTAINACE OF WATER LEVEL

It is agreed that the tract owners shall, commencing on May 15th, 2008 and on or before that date in every subsequent year, communicate with each other and come to a written agreement, by mutual consent, or, lacking mutual consent, by majority vote, on the acceptable minimum water level of the pond, (The Annual Line), and it is understood that water will be regularly pumped to the pond to maintain the water at a level reaching this line. Evidence of this delineation may be recorded by written description, photo, video, or any other means agreeable to the tract owners, but shall be preserved by the designated record keeper. Deviation from this maintenance shall take place only upon written unanimous consent of all tract owners.

6. WELL AND PUMP

It is agreed that the well and electric meter located on the Johnson Tract _____ shall be dedicated to the service of the pond, and shall be utilized to pump water to the pond where the natural water level falls below the applicable agreement on the Annual Line. Johnson or any subsequent owner of the Johnson Tract ____ shall be permitted to utilize this well for residential use, however they shall undertake at their own expense to install a separate electric meter for their separate residential billing. The owner of the Johnson tract is prohibited from diverting the piped water to the pond absent written agreement of all tract owners. The tract owners may, by majority vote, elect to alter the water source to the lower pond, and nothing contained in this agreement shall be construed as a continuing obligation



to provide a well pump to the Johnson Tract _____. The tract owners are prohibited from capping or otherwise eliminating the well on the Johnson Tract _____ without the written consent of the titled owner to the Johnson Tract _____. Nothing contained herein shall prohibit the owner of the Johnson Tract _____ from tapping a community water source for residential purposes.

7. PROPORTIONATE SHARE OF EXPENSE

The tract owners bound by this agreement shall pay for maintenance and repair to the pond, dam, well and pump in equal shares. Until such time as either of the Johnson tracts changes ownership, the owner of the Johnson Tracts shall be obligated for one share. Upon severance, a full share in the obligation shall attach to each severed Johnson tract.

8. DEFAULT

Each tract owner's share shall be paid upon receipt of written demand of the account holder. In the event payment is not received within thirty days of receipt, than said costs may be reduced to a judgment by the record keeper or any owner, and shall become a lien on the land of the defaulting tract owner, and action for such maintenance and repair costs may be brought by the record keeper or any owner, to include a reasonable allowance for interest, attorney fees and costs associated with the action. Deviation from this payment and obligation agreement shall take place only upon unanimous written consent of all tract holders. Nothing herein shall purport to limit any existing remedies at law or equity under State or Federal law.

9. FRONTAGE & ACCESS

The tract owners bound by this agreement agree that the bank and road shoulder of Lakeridge Way, where it abuts that property currently owned by the Glenmede tract and shown on that plat recorded in Miscellaneous Book _____, Page _____ Aiken County South Carolina Register of Mesne Conveyance, shall be reserved for the exclusive use of the owners of the Johnson Tract _____.

10. RELEASE OF LIABILITY & ASSUMPTION OF RISK

Each tract owner bound by this agreement, together with their heirs, assigns, guests and invitees, does hereby forever release and discharge all other tract owners, their respective heirs and assigns, from any and all claims or suits for damages to person or property to themselves, their guests or invitees arising out of their use of the pond in the normal course of their contemplated use. The parties acknowledge and appreciate all known risks associated with the contemplated use of the pond, and individually assume such risk.

11. RESTRICTIONS

a. The tract owners contemplate use of the pond in coexistence with the wildlife which inhabit it, and recognize the pond is an annual nesting site for a variety of waterfowl. The tract owners agree to cooperate in not disturbing nesting waterfowl or hens and hatchlings, and shall supervise and restrain pets that are a proven threat to wildlife. The tract owners may mutually agree to remove any wildlife considered a nuisance to the pond.



b. All fishing, swimming or boating shall be conducted in such a manner as to promote the enjoyment of all users of the pond. No commercial swimming, fishing, or any other commercial activities are permitted in the pond. No tract owner may charge or allow any other persons to charge anyone a fee for the use of the pond. The tract owners shall fish pursuant to regularly accepted methods of "catch & release", excepting on those occasions where they mutually agree to harvest fish in favor of the general fish population. The tract owners shall employ traditional bait and tackle. No fish traps, seine nets, or "trout lines" are permitted. Care should be taken to avoid the unnecessary loss of lures, hooks or artificial bait, and the banks shall be kept clear of tangled lines, discarded hooks, bait containers or other such items. No tract owners shall stock the pond without the agreement of the majority of the tract owners. No tract owner shall introduce or release live fish bait into the pond.

c. All guests or invitees shall be accompanied by a tract owner. No long term camping is permitted.

d. No motor driven boats shall be allowed on the pond. No motor or battery operated cars, planes or boats shall be operated on the pond.

e. The abutting tract owners shall employ all possible care in avoiding chemical runoff from insecticides, pesticides, fungicides, and the like.

f. No vegetation shall be introduced into the pond without the agreement of a majority of the tract holders.

g. The tract holders are encouraged to leave their frontage in as natural a state as possible, but under no circumstances should vegetation be planted that could overrun or otherwise impair the pond ecosystem.

h. Deer repellent is prohibited within 25 feet of the pond perimeter.

i. No enclosed structures are permitted within 100 feet of the pond. No artificial piers or docks are permitted. No fencing within 50 feet of the pond. Any tract owner whose property abuts the pond may construct a deck or raised platform no larger than 20' by 20' for the placement of outdoor furniture, outdoor fireplaces, temporary canopies, umbrellas or the like, however this deck or raised platform shall not be placed within 50 feet of the pond perimeter.

j. Owners shall respect fellow tract holders in keeping noise from speech, radios, music boxes, and the like to a minimum. There shall be no late night or early morning use that creates excessive noise to disturb the other owners.

k. No hunting of wildlife or waterfowl is permitted on the pond.

l. No unattended fires are permitted on the pond, and the tract owners shall enjoy fires only in barbeque pits, outdoor fireplaces, or the like.



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k. No hunting of wildlife or waterfowl is permitted on the pond.

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m. No tract holders may pump water from the pond for their personal use.

12. VIOLATIONS

a. Incidental and or occasional tolerance of deviation from these rule restriction by any tract owner as against another shall not be construed as a waiver of the essential terms of this Agreement.

b. Tract owners are encouraged to cooperate with each other in giving notice and warning of repeated violations of these restrictions.

c. At any time, a tract owner may call a vote of all tract holders to consider the suspension of rights to pond use as against any tract owner who has failed to correct a violation of these restrictions, or who has otherwise failed to conform conduct in accord with these restrictions. Suspension of pond rights may be for a definite term, or may be permanent at the discretion of a majority of the tract owners. A permanent suspension shall apply only to those most egregious violations. Liability for repair and maintenance will continue to attach during the period of this suspension.

13. AMENDMENT/DISSOLUTION

The addition of a new tract member pursuant to this agreement shall be cause for amendment of these regulations, and no vote shall be taken. Upon reasonable actual notice of a call to vote, any tract owner may move to amend this Agreement. Amendment may take place by majority vote of the tract owners. Under circumstances of a tie, the motion shall fail. Any amendments to this agreement shall run with the land as a restrictive covenant and deed restriction against the tract owners bound by this agreement, and the nominated record keeper shall cause the amendment to be so recorded at the Aiken County Register of Mesne Conveyance, and shall further provide notice of the recording, to include Volume and Page Number, to all parties.

Dissolution of this Agreement shall be by unanimous vote of all tract holders.



Alyce Van Etten
Alyce Van Etten

Jeffrey C. Szymanski
Kathleen E. Stout

Sworn to before me this 31st day of March, 2008

Dawn Brewer

Notary Public
State of South Carolina
My Commission expires: 11-7-2015

Margaret C. Tribert
Margaret C. Tribert

Jeffrey C. Szymanski
Kathleen E. Stout

Sworn to before me this 31st day of March, 2008

Dawn Brewer

Notary Public
State of South Carolina
My Commission expires: 11-7-2015

Jeanne Carey Johnson
Jeanne Carey Johnson

Jeffrey C. Szymanski
Kathleen E. Stout

Sworn to before me this 31st day of March, 2008

Dawn Brewer

Notary Public
State of South Carolina
My Commission expires: 11-7-2015