

County of Colleton

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A G R E E M E N T

State of South Carolina

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This Agreement is entered into this 25<sup>th</sup> day of February, 2022, by and between The Hammocks Property Owners Association, hereinafter referred to as the POA and the Owner of the residential homesite located at Lot 61 676 Jan Savage Way on Edisto Island, in Colleton County, South Carolina, hereinafter referred to as OWNER.

WHEREAS, the POA operates a wastewater treatment facility in, or adjacent to, The Hammocks at Jeremy Inlet Subdivision on Edisto Island, South Carolina; AND,

WHEREAS, said wastewater treatment facility has additional capacity beyond the requirements of the aforesaid subdivision; AND,

WHEREAS, the POA is willing to grant the OWNER access to the treatment system provided certain terms and conditions are fulfilled; AND,

WHEREAS, the OWNER is desirous of accessing the system and is willing to meet and comply with the terms and conditions required by the POA as set forth below,

NOW THEN, the parties hereto do agree as follows

1. ACCESS. The POA will permit the OWNER to access the wastewater treatment system provided that the OWNER, or the Developer of the property, shall pay all costs required to complete the attachment, it being the responsibility thereof to fulfill all requirements necessary to comply with the permit issued by the South Carolina Department of Health and Environmental Control.

2. REIMBURSEMENT. The OWNER agrees to reimburse, on an annual basis, the POA for its pro-rata share of operating costs for the wastewater treatment system. These costs are characterized as the wastewater maintenance expense, plant utilities expense, plant telephone expense and wastewater grounds maintenance expense. The POA has advised the OWNER that for the current year, 2021, and by way of example for future calculations, these expenses have amounted to eleven thousand dollars (\$11,000), five hundred fifty dollars (\$550), fifteen hundred dollars (\$1,500) and four thousand dollars (\$4,000) respectively for a total of seventeen thousand fifty dollars (\$17,050). The POA has further advised that the system will consist of sixty-six (66) lots which when divided into the aforesaid seventeen thousand fifty dollars (\$17,050) amounts to two hundred fifty-eight dollars (\$258) per homesite for the 2021 year. The POA has further agreed that the aforesaid two hundred fifty-eight dollars (\$258) per year per homesite will be the fee for the calendar year 2022, following which the POA will review annual costs for the aforesaid expense categories and the amount of the fee shall be adjusted to reflect the annual cost realized during the year. It shall be the responsibility of the POA to explain and substantiate the figures so derived.

Additionally, for any unplanned expenditure not considered normal maintenance, the Hideaways homesite owner will be responsible for paying their pro-rata share of the unplanned expenses. By way of example these may include, but are not limited to tornado and/or hurricane cleanup, capital improvements, etc.

3. PAYMENT. The parties agree that the OWNER will become liable for the payment of the annual fee beginning with the issuance of the occupancy permit by Colleton County, which fee shall continue for so long as the property is connected to the treatment facility regardless of whether or not the house is occupied.

4. DEFAULT: The fee shall be due and payable ten (10) days following receipt of a bill from the POA and shall be considered in default thirty (30) days following receipt thereof.

5. REMEDIES: In the event the OWNER does not submit payment by the default date, the POA will be entitled to place a lien on the OWNERS property to ensure payment and pursue all available legal remedies, provided, however, that, upon receipt of payment in full, the POA shall remove such lien within a period not to exceed ten (10) days.

6. NOTICE: Wherever, herein, reference is made to the providing of notice, such notice shall be by registered mail and, for the purpose of this agreement, it shall be presumed that three (3) working days following the date of mailing of the notice, the requirements specified in this document have been satisfied.

IN WITNESS, our Hands and Seal this 25<sup>th</sup> day of February, 2022.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

The Hammocks at Jeremy Inlet  
Property Owners Association

Witness 1:

  
\_\_\_\_\_  
ODC

Witness 2:

  
\_\_\_\_\_  
By: Harry Dent  
Its: Hammocks Pt Board

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF COLLETON )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by Harry Dent  
as Board Member of The Hammocks at Jeremy Inlet Property Owners Association this  
25<sup>th</sup> day of February, 2022.

*Jan Savage* (SEAL)

Notary Public for South Carolina

My commission expires: 12/15/2031

IN WITNESS, our Hands and Seal this 25 day of February, 2022.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Witness 1: Jan Savage

Witness 2: Jan Savage

Witness 1: Jan Savage

Witness 2: Jan Savage

Property Owner(s) of: 676  
Jan Savage Way

*Scott Richberg*

Print Name Scott T. Richberg

*Elizabeth G. Richberg*

Print Name Elizabeth G. Richberg

STATE OF SOUTH CAROLINA )

COUNTY OF COLLETON )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by  
Scott T. Richberg & Elizabeth G. Richberg this 25 day of February, 2022.

*JB* (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-8-28

JOHN G BROWN II  
Notary Public-State of South Carolina  
My Commission Expires  
March 08, 2028

2022001665

AGREEMENT	\$25.00
RECORDING FEES	\$0.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00

PRESENTED & RECORDED: 03-21-2022 01:26:33 PM

**BK: RB 3078**

**PG: 336 - 339**

HAMMOCKS PROPERTY OWNERS ASSOCIATION

DEBORAH H. GUSLER  
REGISTER OF DEEDS  
COLLETON COUNTY, SC

PO BOX 334  
EDISTO ISLAND SC 29438

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