



TMS # _____

Property Address: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

DECLARATION OF COVENANT

THIS DECLARATION OF COVENANT is made this _____ day of _____ 20____, by _____

(CHECK APPLICABLE TERM)

- ___ a corporation, limited liability corporation, or company, incorporated under the laws of the State of _____
- ___ general/limited partnership (Strike inapplicable term)
- ___ and individual doing business as _____
(insert name doing business as)
- ___ individual(s)
- ___ church, non-profit organization, educational institution, recreation commission, governmental body politic & other hereafter referred to as Declarant.

WHEREAS, Declarant is the owner of real property which is described on Exhibit A which is attached hereto and incorporated herein by specific reference thereto, the same being hereinafter referred to as real property; and,

WHEREAS, the real property is not contiguous to the Town limits of the Town of Chapin, South Carolina; and,

WHEREAS, Declarant has requested that the Town of Chapin provide sewer and/or water service to the real property; and,

WHEREAS, Declarant has entered into a Water Service Agreement or Sewer Service Agreement or Water Main Extension Agreement or Sanitary Sewer Extension Agreement with the Town of Chapin in order to secure water or sewer service to the real property from the Town of Chapin; and,

WHEREAS, the Town of Chapin, for and in consideration of providing water or sewer service to the real property, which is not contiguous to the Town of Chapin limits, has required the Declarant to agree to cause the real property to be annexed to the Town of Chapin in the event the real property, or any portion thereof, becomes contiguous to the Town limits of the Town of Chapin; and,

WHEREAS, Declarant desires to insure future compliance with such contractual agreement made with the Town of Chapin;

NOW THEREFORE, the Declarant hereby declares as follows:

IMPOSITION OF COVENANT

From this day forward, the real property shall be held, transferred, sold or conveyed subject to the covenant contained herein which is for the purpose of providing future water or sewer service to the real property by the Town of Chapin. The covenant shall touch and concern and run with title to the real property. This Declaration of Covenant and all provisions hereof shall be binding on all persons or entities having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns as the case may be, and shall inure to the benefit of each owner thereof. The enumerated covenant shall be deemed a covenant and not a condition.



COVENANT

At any future time should any part of the real property become contiguous to the Town limits of the Town of Chapin, all then current owner(s) of the entire parcel of real property will petition to have the real property annexed into the Town of Chapin by submitting a proper and sufficient annexation petition at such time as the Town of Chapin makes a written request to the then current owner(s) to submit the petition for annexation required by this Covenant.

ENFORCEMENT OF COVENANT

Failure of the owner(s) to submit the petition for annexation required by the Covenant upon written request by the Town of Chapin to cause such real property to be annexed into the Town of Chapin upon any portion thereof becoming contiguous to the Town limits of the Town of Chapin will result in a termination of water or sewer service to all of the real property until such time the owner(s) of the real property cause the real property to be annexed into the Town of Chapin. Additionally, this Covenant may be enforced by an action for specific performance. In addition to the remedies specifically set forth herein, all public and private remedies allowed by law or in equity against anyone in violation of this Covenant shall be available. All of the remedies set forth herein are cumulative and not exclusive. Any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the Town of Chapin shall be entitled to bring an action for enforcement of the Covenant at such time as the Town of Chapin has made the written request upon the then current owner(s) to submit a proper and sufficient annexation petition as required by the Covenant and the then current owner(s) have failed to submit the aforesaid petition within thirty (30) days of the written request.

The failure of any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the Town of Chapin to bring an action to enforce this Covenant shall not operate as a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of this Covenant at any time. The failure of any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the Town of Chapin to exercise default or violation shall not be deemed as a condition precedent to the exercise of any right or remedy available hereunder or at law or in equity. Should any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the Town of Chapin fail to bring action for enforcement of this Covenant or seek any other remedy allowed at law or in equity such shall not create any liability for the recovery of damages for the failure to so act.

DURATION OF COVENANT

This covenant shall run with the land and shall be binding upon any person or entity having any right, title or interest in the real property, or any portion thereof, including Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, forever.

INTERPRETATION

In interpreting words in this Declaration of Covenant, unless the context shall otherwise provide or require, singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

The headings are included for purposes of convenient reference and such shall not affect the meaning or interpretation of this Declaration of Covenant.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Covenant on the day and year first above written.

(Signatures on Next Page)

