# ON SITE SEWAGE TREATMENT CONTRACT AND AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

## CONTRACT FOR INSPECTION AND MAINTENANCE GROUND ABSORPTION SEWAGE TREATMENT AND DISPOSAL SYSTEM LOT NUMBER 731, PHASE 7 ("THE LOT') THE POINT ON LAKE NORMAN

(I), (WE), as the owners of Lot(s) Number 731, Phase 7 of the subdivision known as The Point on Norman, have certain duties and responsibilities for the maintenance of any ground absorption sewage treatment and disposal system as regulated and set out in N.C.G.S. Article II, Chapter 130A; T15A-C18-S18A.1961 "Maintenance of Sewage Systems"; and under the "Declaration of Covenants, Conditions and Restrictions-The Point", (the "Declaration") as recorded in the Register of Deeds of Iredell County, North Carolina, in Book 1095, Page 1206, and under the Bylaws of The Point Owners Association, Inc.

The Point Owners Association, Inc. ("The Association") in order to provide for uniform inspection, maintenance, and repair and operation of sewage treatment and disposal systems within The Point on Norman, has entered into a Master Agreement dated the 16th day of October, 2001, which Master Contract with Tri-County Wastewater Management, Inc., a memorandum of which is recorded in Deed Book #1301, Pages #2474 in the office of the Register of Deeds for Iredell County, North Carolina and is incorporated fully by this reference thereto.

The undersigned lot(s) owner(s) hereby agrees and contracts with Tri-County Wastewater Management, Inc. and with The Point Owners Association, Inc. as follows:

1. The Master Contract referred to above is hereby accepted, agreed, and is binding upon the undersigned with Tri-County Wastewater Management, Inc. and it's successors and assigns. The undersigned lot owner(s), their successors, and assigned agree to be bound by this Master Contract and any further or future contracts in substitution thereof.

2. The undersigned lot owner(s) further acknowledge and agree that The Point Owners Association, Inc. acting by and under it's Declaration of Covenants, Conditions, and Restrictions-The Point, has recorded in Book 1095 at Page 1206 et seq. in the office of the Register of Deeds for Iredell County, North Carolina has and is hereby granted the full power and authority to assess the undersigned for fees, expenses, and costs associated with the inspection, maintenance, and or repair of septic disposal systems on the lot.

This agreement is binding upon the undersigned, their heirs, administrators, personal representatives, successors, and assigns, and the transfer and assignment of the duty and responsibility to contract with a qualified maintenance contractor (operator) is a covenant running with the land ("The Lot"). This agreement will terminate: (1) when The Association is dissolved or liquidated; or (2) when the undersigned has no legal duty to maintain a sewage disposal system on "The Lot".

Witness our hands and legal seals, this 15th day of April, 2003.

Michelle R Livengood (SEAL)
Signature

MICHELLE R LIVENGOOD
Owners Printed Name

Scott A Livengood (SEAL)
Signature

SCOTT A LIVENGOOD
Owners Printed Name