

STATE OF SOUTH CAROLINA)
) **LEASE AGREEMENT**
COUNTY OF OCONEE)

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 2023 by and between **Special Properties of South Carolina, Inc. d/b/a Backwater Landing**, a South Carolina corporation with its principal place of business 1224 Melton Road, West Union, SC 29696 (hereinafter “Lessor”), and _____ whose address is _____ (hereinafter “Lessee”). Collectively, Lessor and Lessee shall be referred to as the “Parties”. The term The Ridge should be

WHEREAS, Lessee is desirous of entering into a land lease with the Lessor for the lease of a certain lot located within Backwater Landing, and:

WHEREAS, Lessor agrees to enter into a land lease with Lessee for a certain site (hereinafter the “Site”) located in Backwater Landing, and:

WHEREAS, Lessee understands and acknowledges that he/she has no fee ownership interest in the Site, and only interest Lessee shall have under this Lease Agreement is that of a leasehold, and:

WHEREAS, upon the entry into this Lease Agreement, Lessee shall be entitled to maintain a dwelling unit (hereinafter the “Unit”) on a Site during the term of the leasehold, subject to terms, conditions, rules and regulations imposed by Lessor, and:

WHEREAS, Lessee expressly understands and acknowledges that Lessor does not maintain a HOA or recognizes any tenant associations and collects no dues, and:

WHEREAS, Lessee expressly understands and acknowledges that he/she has no undivided ownership in the common areas located within Backwater Landing, and that his/her use of those common areas shall be subject to Rules and Regulations promulgated by Lessor in its sole discretion, and:

WHEREAS, Lessee expressly understands and acknowledges that Lessor does not maintain a HOA or recognizes and tenant associations and collects no dues, and:

WHEREAS, Lessee expressly understands and acknowledges that Lessor may, from time-to-time, alter and amend its Rules and Regulations without prior notice to Lessee, and:

WHEREAS, Lessee expressly understands and acknowledges that any alterations or modifications to the Backwater Landing Rules and Regulations are effective immediately upon posting by Lessor in Lessor’s office in spite of actual notice to Lessee, and:

WHEREAS, Lessee expressly understands and acknowledges that he/she is neither entitled to notice of or a vote on any alterations or amendments to the Backwater Landing Rules and Regulations made by Lessor, and:

WHEREAS, the Parties hereby acknowledge that any prior lease agreement(s) is/are hereby null and void and of no further force and effect.

NOW, THEREFORE, for good and valuable consideration, the amount and sufficiency of which are hereby acknowledged, and in further consideration of their mutual covenants and promises, the Parties hereby agree as follows:

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1. **SITE.** Lessor hereby agrees to lease to Lessee the Site which is hereby described as follows:
Site Number __, of Backwater Landing, or the Ridge Section of Backwater Landing City of West Union, County of Oconee, State of Carolina.*

2. **INITIAL TERM.** This is in effect upon the signing date of this Lease Agreement; however, the term of this Lease Agreement shall be for a period of Fifty (50) years commencing on the first day of January of the year following the execution of this Lease Agreement by the Parties, and ending at midnight on December 31, 2074 .

3. **RENEWAL OPTION.** Lessee shall be entitled to renew this Lease Agreement for additional 10-year periods (“Renewal Term”), provided that Lessee has maintained by him/her in an up-to-date condition in conformance with the then-existing standards imposed by Lessor regarding exterior appearance and structure. Lessee shall provide Lessor with written notice of its intent to exercise its renewal option no less than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

4. **RENT.** Lessee shall pay the Lessor rent in the amount of \$____per month (Rental Amount”). Rent shall commence on the date of closing on the acquisition of a Unit by Lessee if acquired through resale from an existing tenant. If Lessee acquires a newly constructed unit from Lessor, rent shall commence on the closing on the purchase of the Unit in accordance with the Backwater Landing Purchase Agreement (hereinafter the “Construction Agreement”). Rent shall be due in advance on the first day of each month thereafter. Lessee shall make payments to **1224 Melton Road, West Union, SC 29696**, or such other address Lessor may designate. This land lease fee applies only to the land that your cottage sits on. The Lessor maintains the expense for the amenities.

5. **LATE FEE PAYMENTS.** Should any rent payment be more than five (5) days late, Lessee shall pay a late fee of Twenty-Five Dollars (\$25), and Two Dollar (\$2) per day for each day the rent has not been paid. **If Lessee is more than two (2) months late in making any rent payment, the Rental Amount set forth above shall increase by the amount of Four Percent (4%), rounded up to the nearest dollar, more than the highest rental paid then being paid by any Lessee in Backwater Landing, to be effective on the first day of the third month following the delinquency. If any rental payment is more than five (5) months late, the Rental Amount set forth above shall be increased to an amount double the Rental Amount, plus any other applicable late fees and charges until brought current. When the account is brought current, the lease fee will return to the original plus 4% fee.**

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*Site numbers are subject to change for purposes of Emergency 911 or future development at Lessor’s sole discretion.

6. **ADJUSTMENTS TO RENT.** Effective on the first day of January of each year following the year in which this Lease Agreement was first entered into between the Parties, and in each and every year following during the Initial Term or any Renewal Term, the Rental Amount shall increase by Four Percent (4%) over the previous year's Rental Amount, rounded up to the nearest dollar. In addition, rent adjustments shall be reviewed at the end of each five (5) years thereafter. To date Backwater has never increased its rent adjustment rate over the past 25 years. This is only a protection for an unusual rapid increase in inflation in our economy. **The first five-year rent adjustment under this Lease Agreement will be in the year 2025 and every 5 year period. The five-year adjustment shall not be greater than Four Percent (4%) higher, rounded up to the nearest dollar, than the highest then current rent being paid by any Lessee to Backwater Landing.** Any five-year adjustments to rent shall be within the sole discretion of Lessor based upon then-existing market conditions, and made fairly and in good faith. Lessor shall notify Lessee, in writing, no less than twenty(20) days prior to the rent adjustment in 2025..
7. **USE OF SITE.** The Site shall be used for maintaining a Unit, including appurtenances thereto, as set forth in Backwater Landing's Rules and Regulations. Only Units approved and constructed by Backwater Landing will be allowed on the site. Lessee shall use the Site and Unit in a manner that complies with all statutes, ordinances, and regulations as well as Lessor's Rules and Regulations, and shall not use the Site or Unit in such manner so as to cause the cancellation of, or increase in premium for, Backwater Landing and its other Lessees.
8. **RESTRICTIONS ON OCCUPANCY.** For full time living, in no event shall more than two (2) persons occupy the Site or Unit for a period of more than fifteen (15) consecutive days without written permission from Backwater Landing.
9. **TITLE TO UNIT.** Lessee's Unit shall be construed to be real property for all purposes and shall not be deemed to be real estate. All additions and/or modifications to any Unit shall, likewise, be deemed to be real property. **This a lease of land only (the Site). Lessee acquires no member interest in Backwater Landing under this Lease Agreement.** Lessee shall be responsible for the payment of any and all real property taxes assessed against the Unit, including any additions or alterations, by any taxing authority. Lessor shall be responsible for all Backwater Landing real estate taxes. This Lease Agreement must be in the name(s) of the titled owner(s) of the Unit, and shall be signed by all individual Lessees, regardless of how title to the Unit is held. Unless this Lease Agreement is terminated or cancelled, Lessee shall be responsible for all obligations hereunder of this Lease Agreement. If Lessee cancels this Lease, the current rent will be doubled to the highest current rent being paid in Backwater Landing with all Rules and Regulations remaining in effect. This rate also implies to any termination of this lease by lessor due to failure of lessee to comply with any of the terms of this lease or the Rules and Regulations of Backwater Landing.

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- 10. FACILITIES AND UTILITIES.** Lessor shall furnish to Lessee two (2) gate passes to access the gated entrance to Backwater Landing, water service and septic connection, lawn care, and a garbage removal station. Lessee shall be solely responsible for the repair and maintenance of the septic system provided to the Site. Lessor shall also maintain all common areas within Backwater Landing. Lessee shall be responsible for additional utilities and services including, but not limited to, electricity, propane gas, telephone service, satellite television, personal property taxes, insurance, termite prevention and repair, pest control, and maintenance of his/her Unit. A Ten Dollar (**\$10**) per month per person water fee AND A Ten Dollar (**\$10**) per month per person fee for household garbage removable shall be paid to Lessor by any Lessee in full-time residence at Backwater Landing. This charge will be added to and made a part of the monthly Rental Amount. Lessor reserves the right to increase the water usage fee and the household garbage removal based upon a percentage of actual cost throughout the term of this lease.
- 11. SEPTIC SYSTEM PUMPING UPON SALE OF UNIT.** If the Unit has been occupied by Lessee as a full-time residence prior to the sale of the Unit, the septic tank may be required to be pumped after Lessee vacates the Unit, and the cost of pumping out the septic tank shall be paid to Lessor at the time of the closing on the sale of the Unit. If the Unit is sold, but was only used part-time by Lessee, Lessor retains the discretion as to whether the septic tank will be pumped prior to occupancy by a new tenant, taking into account the use of the Unit by Lessee.
- 12. LIABILITY INSURANCE.** Lessee shall obtain and maintain liability insurance in an amount of not less than \$500,000 per occurrence and shall also obtain and maintain homeowner's insurance in an amount not less than the value of the Unit as determined by Lessor. Lessor reserves the right to require a greater amount of insurance coverage, in its sole discretion, due to higher replacement values of the Units within Backwater Landing. Lessee shall have Lessor named as an additional named insured on his/her policy or policies and shall provide Lessor with a current Certificate of Insurance each and every year no later than **January 31st each year.**
- 13. CONSTRUCTION OF NEW UNITS.** Backwater Landing shall perform any and all new construction of a Unit through its contractors, subcontractors and material suppliers. Lessee shall not be allowed to engage his/her builder or contractor to construct a new Unit. New construction shall be in a design approved Backwater Landing in accordance with the Backwater Landing Construction Agreement which, if applicable, is attached hereto as Exhibit "A". Any warranties related to the construction of a new Unit shall be governed by those set forth in the Backwater Landing Construction Agreement.

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14. ADDITIONS AND IMPROVEMENTS TO UNITS. Lessee shall be responsible to Lessor for the cost of any additions, alterations and/or improvements to the Unit on a cost-plus Twenty Percent (20%) to Twenty-Five Percent (25%) basis. For any work performed by Lessor's contractors and/or subcontractors, Lessee shall pay Lessor for the labor, services, or materials within thirty (30) days of the invoice by Lessor. If payment is not made within thirty (30) days of the invoice date, a charge of Two Percent (2%) per month, compounded monthly, will be imposed on any outstanding balance until payment in full is received. After thirty (30) days, the outstanding balance will be added to the rent due, and if not paid in full within sixty (60) days after the date of the invoice, late fees as set forth above in Section 5 hereinabove, shall be imposed.

15. IMPROVEMENTS ALLOWED TO BE MADE BY LESSEE. Lessee shall be allowed to make the following interior modifications using his/her own contractors, provided, however any contract between Lessee and any contractor or person shall provide that no mechanic's or materialman's lien shall arise against the Site or any interest of the Lessee. All contractors or persons furnishing services, labor or materials on behalf of Lessee shall be bound by the terms and provisions of this Lease Agreement, and any contract between Lessee and any contractor or person must so expressly provide. Any and all modifications or improvements conducted as permitted by Lessee's contractors must be approved by Lessor, in writing, *prior* to the commencement of any work. Prior to the commencement of any allowable work, Lessee shall provide Lessor with proof that the contractor or subcontractor has valid worker's compensation and general liability insurance. Lessee shall pay Lessor a supervision fee of \$100 to ensure the work is done in compliance with Lessor's Rules and Regulations. The supervision fee will be based upon the amount of supervision required by Lessor. Any additions or improvements to Lessee's Unit which have not been approved in writing by Lessor prior to the commencement of work maybe be removed by Lessor. Lessee shall be responsible for the cost of removal, plus Twenty Percent (20%) to be paid within thirty (30) days of the removal to Lessor. Lessee shall hold Lessor harmless for the destruction or loss of any materials removed by Lessor. If Lessee uses workers on his cottage that are not licensed or properly insured, and did not go through Backwater Landing office for approval in writing, this serious violation may initiate a \$500.00 charge.

16. RULES AND REGULATIONS. Lessee expressly understands and acknowledges that the Backwater Landing Rules and Regulations posted in the office of Lessor are a made part hereof and incorporated by reference into this Lease Agreement. Lessor reserves the right, within its sole discretion, to alter, amend, or modify its Rules and Regulations, and any modification, alterations, or amendments become effective upon being posted in Lessor's office. Actual receipt by Lessee shall not be necessary for amendments, alterations, or modifications to be effective and binding upon Lessee.

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- 17. REMOVAL OF UNIT.** Lessee may remove his/her Unit from the Site, so long as he/she can do so without causing any damage to Lessor's property or to property owned by any other person within Backwater Landing. Lessee shall also be required to restore the Site to its natural state and condition as it existed prior to the construction of the Unit as determined solely by Lessor. Lessee shall provide Lessor with sixty (60) days written notice prior to removing the Unit. Prior to the removal of any Unit by Lessee, Lessee shall post a surety bond in the amount of One Hundred Thousand Dollars (\$100,000) to ensure timely and proper removal and Site restoration. Surety bond must be made out with Backwater Landing listed.
- 18. SALE OF UNIT.** If Lessee desires to sell his/her Unit, they may do so through their own efforts or through Lessor's Sales Department. If Lessee sells his/her Unit through Lessor's Sales Department, Lessor shall be entitled to a Five Percent (5%) commission of the final sales price of the Unit, or Six Percent (6%) of the final sale price if this sale is shared with an outside realtor. New Unit owners must be approved by Lessor prior to the sale of Lessee's Unit at the then-current Backwater Landing Lease Agreement. **A New Lease Fee of One and One-Half Percent (1-1/2%) of the final sale price will also be paid to Lessor upon the closing on the sale of Lessee's Unit.** If Lessee has any outstanding balance due to Lessor, or any construction to bring the unit up to current Backwater standards, the repair and payment in full must be received by Lessor prior to closing or the closing will not take place and the lease transfer will not be made to the purchaser.
- 19. ASSIGNMENT AND SUB-RENTING.** **This Lease Agreement is not assignable by Lessee. However, the Lessor agrees to assign this Lease to the Lender of this unit if there is a default to either the Lessor or the Lender. Lessee shall not sub-rent the Site without Lessor's prior written consent.** Only sub-rentals of twelve (12) months or greater in duration will be permitted, however additional restrictions are contained in Backwater Landing Rules and Regulations under sub-renting. All sub-rentals must be approved and executed through Lessor's Business Office, and Lessor shall have the sole and absolute discretion over whether any proposed sub-rental is approved. Regardless of the relationship between Lessee and any sub-renter, all sub-renters shall be subject to a fee payable to Lessor of Ten Percent (10%) of the sub-rental amount, or not less than One Hundred Dollars (\$100) per month, regardless of the relationship, this minimum payment of \$100 per month is in effect. Notwithstanding the existence of a sub-rental, Lessee shall remain responsible to Lessor under all terms and provisions of this Lease Agreement. Lessor reserves the right to terminate any sub-lease, including water and sanitation services to the Unit, in the event the sub-tenant is in violation of Lessor's Rules and Regulations. Units are not to be rented Clemson home game weekends regardless of relationship.

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- 20. SIGNAGE.** Lessee shall not erect, or cause or allow to be erected, any signs or display on the Site or the Unit. Lessor shall have the right to enter and remove any signs or displays. Signs of any kind are strict violations of this lease.
- 21. COMMUNITY ACCESS.** Backwater Landing is a private, gated community and its streets, lanes and parking areas are private. Lessee has nonexclusive access to the streets, lanes and parking areas for access to his/her Site. Lessor may, in its discretion and in the interest of safety, restrict the speed of vehicles within Backwater Landing. Lessor may also restrict access for deliveries and by service providers as it deems appropriate for the safety and welfare of those in the community. Lessor will post any such information related to access restrictions in its Business Office. Lessee shall be responsible for any and all losses or damages resulting from his/her violation of any community access restrictions imposed by Lessor, including the act of Lessee's guests.
- 22. LESSOR'S RIGHT OF ACCESS TO UNIT.** Lessor, its agents and employees, shall have the right to enter the Unit upon reasonable notice to Lessee in order to inspect the Unit to determine whether Lessee is in compliance with the terms and provisions of this Lease Agreement and/or Lessor's Rules and Regulations related to leaking plumbing, structural, garbage disposals or, in the event Lessee has made any electrical wiring modifications to the interior of the Unit, in order to ensure the work was done in a proper manner. In the event of an emergency, Lessor shall have access to the Unit at any time. In the event Lessor determines Lessee is not in compliance with the Lease Agreement and/or the Rules and Regulations, Lessor shall provide Lessee with written notice as to what must be done to bring the Unit into compliance. Lessee shall make all repairs or modifications within thirty (30) days of the date of the written notice from Lessor. In the event Lessee fails to make the required repairs or modifications, Lessor will undertake the work and Lessee shall pay Lessor its actual costs plus Twenty Percent (20%).
- 23. TERMINATION OF LEASE.** Lessee may terminate this Lease Agreement at any time, by tendering sixty (60) days prior written notice to Lessor. This Lease may not be terminated if any monies are due Backwater Landing at the time of this request. At the termination of this Lease for any reason, the Land Lease will be doubled for the remainder of the time that cottage is located in Backwater Landing. Lessee shall yield up immediate possession of the Site to the Lessor, and should Lessee fail to do so, Lessee shall pay, as liquidation damages for the time such possession is withheld, the sum of double the highest monthly rental rate charged by Lessor for any Site in Backwater Landing at the time of the termination; but the provisions of this section and the acceptance of any such liquidation damages shall not constitute a waiver by Lessor of any of its rights pursuant to this Lease Agreement. Lessee may also terminate this Lease Agreement by selling the Unit.

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24. EVENTS OF BREACH BY LESSEE. Lessee shall be in breach of this Lease Agreement upon the occurrence of one or more of the following:

- a. Any rental payment, including any applicable late fees and charges, is not paid by the due date of the next following rental payment;
- b. Failure to pay Lessor for labor, services or materials provided to the Unit or dock fees, storage facilities within thirty (30) days of the date on invoice from Lessor to Lessee;
- c. Lessee is in violation of any of the Backwater Landing Rules and Regulations, including any amendments or modifications thereto;
- d. Any term or provision of this Lease Agreement or Backwater Landing's Rules and Regulations is violated by Lessee's guests or sub-tenants;
- e. Lessee fails to maintain the Site or Unit in a good state of repair according to Lessor's standards.

25. LESSEE'S RIGHT TO CURE BREACH(ES). In the event of any breach by Lessee, other than Lessee's obligation to pay rent and/or late payment fees in accordance with Section 4 and 5, herein above, continues not to be remedied for a period of more than thirty (30) days after written notice to Lessee by Lessor specifying such breach, this Lease Agreement may be terminated by Lessor; provided, however, such termination by Lessor shall not relieve Lessee from liability for such costs or damages suffered by Lessor as a result of Lessee's breach. Upon Lessee's breach, and failure to cure within the time prescribed herein. Lessor shall have the right to increase the monthly rent by Four Percent (4%) after two (2) months, and double the rent if not remedied after (5) months.

26. LESSOR'S REMEDIES IN THE EVENT OF BREACH BY LESSEE. In the event of any uncured breach by Lessee, Lessor shall have all remedies available at law or in equity under South Carolina law, without further notice to Lessee, including, but not limited to, termination of this Lease Agreement, acceleration of all future payments due under this Lease Agreement, prohibiting Lessee (including family members and guests) from reentering Backwater Landing, removal of the Unit from the Site at Lessee's expense, and the removal and disposition of Lessee's personal property contained within the Unit or on the Site. Lessee expressly and unconditionally waives any right to any notice or demand under any statute or law relating to forcible entry and detainer. Lessee shall not remove any personal property contained in the Unit or on the Site unless all money owed by Lessee to Lessor, including late payment fees, has been paid in full.

27. VENUE, CHOICE OF LAW AND WAIVER OF RIGHT TO JURY TRIAL. The venue for any action between Lessor and Lessee shall be a state court in Oconee County, South Carolina. South Carolina law shall govern any dispute between Lessor and Lessee. Lessor and Lessee hereby irrevocably waive their right to have any dispute between them decided by a jury.

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- 28. ATTORNEYS' FEES.** In the event Lessor has to enforce any rights or obligations arising under this Lease Agreement through the filing of litigation, Lessor shall be entitled to recover from Lessee its reasonable attorneys' fees and cost of litigation. This also includes any notification letters of violations to the Lessee
- 29. MODIFICATION AND WAIVER.** This Lease Agreement may not be modified, altered or amended unless in writing and signed by an officer of Lessor and by Lessee. However, any changes to the Rules and Regulations are accepted changes to this Lease Agreement. Waiver of one breach of any term, condition, or covenant of this Lease Agreement by Lessor shall not be deemed a waiver of other past, present or future breaches by Lessee.
- 30. LIMITATION OF LIABILITY AND INDEMNIFICATION.** Lessee accepts the Site identified in Section 1, hereinabove, in its present as-is condition. Lessor shall not be liable for any failure of the water supply, septic system, cable television, or garbage removal service. During the Term of this Lease Agreement, including any Renewal Term, Lessee shall indemnify and hold Lessor, its owners, agents, officers, directors and/or employees, harmless of and from any and liability, suits, costs, damages, or expenses arising out of, in whole or in part, the acts of Lessee, his/her invitees, his/her family members, his/her agents, his/her contractors, and/or his/her employees on Backwater Landing property, the Site, or the Unit. Lessee expressly releases Lessor, its agents, employees, owners, officers, directors, irregularities in the land and structures developed in Backwater Landing that require diligence of the Lessee due from any and all liability arising out of the operations of Backwater Landing including, but not limited to, liability resulting from the negligence of Lessor, its agents, employees, owners, officers, directors and land and structure irregularities.
- 31. CONDEMNATION.** If the Site, or any portion thereof, be acquired by any public authority through eminent domain or condemnation, and if such taking materially affects the purpose for which the Site is rented, including but not limited to a taking of more than Thirty Percent (30%) of the parking area adjacent to the Site, Lessor shall have the option of either terminating this Lease Agreement or providing equivalent substitute parking to Lessee. In the event Lessor terminates this Lease Agreement as a result of a taking by a public entity, Lessee shall be relieved of any further obligation hereunder. Lessee shall have no claim or entitlement to receive any part of damages or compensation received by Lessor from any condemning authority.

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32. BANKRUPTCY BY LESSEE. Bankruptcy, assignment for the benefit of creditors, or receivership by Lessee, whether voluntary or involuntary, shall constitute a breach of this Lease Agreement. Lessor reserves the option to set fines as explained in Section 26 and hold the Site as though Lessee defaulted in paying rents when due.

33. PERSONS BOUND UNDER LEASE AGREEMENT. If more than one person signs this Lease Agreement, as Lessee each is jointly and severally liable to Lessor for the performance of all Terms and provisions herein including, but not limited to, the obligation to pay rent when due. Notice to one of the signatures to this Lease Agreement is notice to all signatories.

34. HEIRS AND ASSIGNS. All terms and conditions contained in this Lease Agreement shall be binding upon the heirs, devisees, beneficiaries, personal representatives, and administrators of the Parties. Any heirs or devisees of Lessee's Unit shall be required to enter in a new Lease Agreement and pay the New Lease Fee if they choose not to sell the Unit.

35. ENTIRE AGREEMENT. This Lease Agreement, along with the current Rules and Regulations of Backwater Landing, represents the entire and complete agreement between the Parties. There are no other prior or contemporaneous agreements between the Parties, whether written or oral. This agreement does contain any amendments or changes to the Rules and Regulations by the Lessor.

36. MEMORANDUM OF LEASE. Lessor and Lessee shall execute a short form lease (Memorandum of Lease) in recordable form, setting forth such provision hereof (other than the amount of Monthly Rental and other sums due). The cost of recording such Memorandum of Lease shall be borne by Lessee.

37. FULL TIME RESIDENCE. Backwater Landing was never developed for full time residency due to the size and availability of parking to one parking space per cottage, and the size and locations of our septic fields. However, we have allowed full time residency for a two (2) person full time occupancy. This has grown beyond our expectations and, therefore, all future purchases may be denied for full time residency, starting January 1, 2020. Backwater Landing shall have the sole discretion to grant or deny the purchase or resale cottages based on full time residency. The ridge has been designed for a two-person full time residency.

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38. Septic System. All cottages in Backwater Landing were built and sold as ONE bedroom units. The septic system was designed and approved as per One bedroom, 2 person full-time occupancy. Any greater use may saturate the leach field. Any costs due to blockage into or within the septic tank are the cottage owner's expense. A saturate leach field may take a day or two to perk into the ground. Backwater Landing will take care of leach fields if the damaged is not caused by the cottage owners. Some cottages may have changed their original den into another bedroom; however, the septic is only approved for ONE bedroom. Backwater Landing had nothing to do with any changes. If a cottage owner has guest staying overnight, average use will present no problems. Excessive water use should be monitored.

39. Garbage Disposals. Garbage disposals are strictly prohibited. If a garbage disposal has been installed and Backwater Landing becomes aware of this installation

- (1) The garbage disposal will be removed.
- (2) The septic system will be pumped.
- (3) All cost will be paid in full by the cottage owner.
- (4) For this violation, there will be a rent increase not to be greater than Four Percent (4%) higher, rounded up to the nearest dollar, than the highest then current rent being paid by any Lessee to Backwater Landing.

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WHEREAS, THE Parties have executed this Lease Agreement in Oconee County, South Carolina this _____ day of _____, 2023

Lessee(s):

Witness #1

Print Name: _____

Mailing Address: _____

Witness# 2

Print Name: _____

**Special Properties of South Carolina, Inc.
d/b/a BACKWATER LANDING**

Witness #1

Witness #2

By: Joseph W. Lipchik, President

Please note: Lessor will not mail any invoice that the rent is due. It is the sole responsibility of the Lessee to make payment in a prompt and timely manner.