

NORTH CAROLINA

2-18-93

_____ COUNTY

SAMPLE AGREEMENT

THIS AGREEMENT made and entered into this the _____ day of _____, 19____, by the _____ Health Department, hereinafter known as the Department; _____, a North Carolina non-profit corporation, hereinafter known as the Association:

WITNESSETH:

1. The Developer is the owner of certain lands lying in the _____, North Carolina, upon which it is erecting or will erect condominium units and other improvements, said condominium to be known as _____.
2. The Developer desires to construct a wastewater collection, treatment and disposal to serve the condominium units and other improvements on said lands.
3. The Developer has applied to the Department for the issuance of permits pursuant to G.S. 130A-336 and 130A-337 to construct, maintain, and operate said wastewater collection treatment and disposal system.
4. The Developer has created unit ownership by filing a declaration of unit ownership pursuant to Chapter 47C of the North Carolina General Statutes and in accordance with all applicable local ordinances.
5. The Developer has formed the _____, a non-profit corporation organized and existing under the laws of the State of North Carolina, for the purpose, among others, of handling the property, affairs, and business of the condominium; of operating, maintaining, and repairing the common areas and facilities, including the wastewater collection, treatment and disposal system; and of collecting dues and assessments to provide funds for such operation, maintenance, and repair.
6. All parties desire to assure that the wastewater collection, treatment and disposal system of the _____ condominium are properly constructed, maintained, operated, and repaired in accordance with laws, rules, and permit conditions in order to protect the public health, the quality of the waters of the State and the public interest therein

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by each of the parties hereto, the Department, the Developer, and the Association do hereby mutually agree as follows:

1. The Developer shall construct the wastewater collection treatment and disposal system in accordance with the permit, applicable rules, and plans and specifications hereafter issued and approved by the Department; and shall thereafter properly operate, maintain, and repair such systems in accordance with applicable permit provisions, rules, and laws until the entire system has been transferred to the Association.
2. The Developer shall not transfer ownership of the wastewater collection, treatment and disposal system to the Association until the system has been inspected, permitted, and determined to be operating in accordance with applicable rules and permit conditions.
3. The Association, after transfer of ownership of the wastewater collection, treatment and disposal system to it by the Developer, shall thereafter properly maintain, operate, and repair the system in accordance with laws, rules, and the conditions of the permit. The Association shall levy and collect the assessments provided for in its bylaws, including special or additional assessments; and, in the event that the sum realized by the levy of such assessments shall not be adequate to maintain, operate, and repair the system as required by laws and conditions of the permit, the Association shall take such action as is necessary to secure funds adequate for such purposes.
4. The Association, in its duly filed bylaws, shall identify the entire wastewater collection, treatment and disposal system as a common area which will receive the highest priority for expenditures by the Association, except for Federal, State, and local taxes and insurance.
5. The Association, upon dissolution, shall provide for the continued proper operation, maintenance, and repair of its wastewater collection, treatment and disposal system.
6. The Association, except upon dissolution, shall not transfer, convey, assign, or otherwise relinquish or release its responsibility for the operation, maintenance, and repair of its wastewater collection, treatment, and disposal system.
7. A copy of this agreement and the Articles of Incorporation of the Association shall be filed with the Register of Deeds of _____ County.
8. A. Copy of the certified Articles of Incorporation of the Association from the Secretary of State of North Carolina shall be filed with the Department.

IN WITNESS WHEREOF, this agreement was executed in triplicate originals by the duly authorized representative of the parties hereto on the day and year written as indicated by each of the parties names below:

THIS the _____ **day of** _____, **19** _____.
BY AUTHORITY OF THE _____
HEALTH DEPARTMENT.

Health Director
_____ Health Department

Name of Developer
By: _____

Name of Association
By: _____