

provided; (5) to perform any other lawful act approved by/for the community; and (6) to provide a Committee to establish rules and regulations for the operation and upkeep of the "off site" drainfields.

Section 3. Amenities to be Constructed. The Declarant has agreed to construct certain amenities within the subdivision at its costs. These amenities shall include but are not limited to, a community day dock, community walking trail, street lights and signs, the planting of trees, and a front entrance with subdivision signage. Upon completion of these amenities, these shall be conveyed to the Homeowners Association to be maintained according to this Declaration.

**ARTICLE VII**  
**SEPTIC SYSTEMS**

Section 1. Agreement. Owners of Lots in South Harbour shall be responsible for the maintenance of their individual septic system serving their Lot including the lines, the septic field, the storage tank and drainfield; provided, however, that no work may be performed except by contractors approved by the ARC or the Committee appointed by the Homeowners Association.

Section 2. Off-Site Septic Systems. Subject to the provisions hereof, Lots served by "off-site" septic fields with individual force mains, the initial location and area being defined and designated on plat of Subdivision for South Harbour

filed in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 952, at Pages 1852 thru 1858) shall be an appurtenant easement for each such lot; provided, however and subject to the following:

A. The Declarant reserves and is hereby provided the right to relocate the septic lines and drainfield areas shown on the aforesaid subdivision plat to provide for a different location for any septic line and drainfield for any "off-site" lot, provided such relocation shall be at the Declarant's expense. Upon relocation, the designated easement as shown and provided on the subdivision plat may be vacated and voided and a new easement established for the relocated portion of the septic system.

B. The maintenance of the septic line and drainfield shall be the responsibility of the benefitted Lot owner. The Board of Directors shall establish a Committee composed of not more than four (4) lot owners each being as owner of a lot served by an "off-site" drainfield, to do the following:

(i) Establish rules and regulations for upkeep and maintenance of the easement, septic lines, and the drainfields benefitting the Lots served by an "off-site" drainfield; and,

(ii) Make assessments, annual and/or special, to provide for the upkeep and maintenance of the easement areas for the septic lines and drainfields; provided that any such assessments are approved by a majority of the lot owners served

by an "off-site" septic system.

**ARTICLE VIII**  
**EASEMENTS**

Section 1. Utility Easement. The Declarant reserves unto itself the right to grant to any public or private utility easements, such as telephone, electric, water or sewer, gas and cable television for utility service purposes on a strip of land, within each Lot, seven and one-half (7-1/2) feet wide running adjacent to and parallel with all property lines of each Lot, provided such utility easements shall be for underground services lines only and shall not impact any proposed drainfield, septic line or any other platted easement as shown on the subdivision plat.

Section 2. Community Water System. The Declarant has given the Western Virginia Water Authority the community water system and all appurtenances thereto, including any water line easements and all appurtenances thereunto as may be required or requested by such assignee to operate the system.

Section 3. Access Easement. The Declarant further reserves unto itself and the Homeowners Association, easements over, across the Lots within South Harbour for the purpose of fulfilling its obligations hereunder.

**ARTICLE IX**  
**TERM/AMENDMENT/ENFORCEMENT**

A. These covenants are binding upon and shall run with the

land (i.e., South Harbour) and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded; after which time, said covenants shall be automatically extended for two (2) successive period of ten (10) years each, unless an instrument executed by a majority of the current Lot Owners has been recorded agreeing to change said covenants in whole or in part; provided, however, that as long as the Declarant owns any Lot in South Harbour, the Declarant reserves and shall have the right to amend this Declaration of Restrictions, Covenants and Conditions if needed or necessary to correct or to clarify any ambiguity or question in interpretation of this Declaration provided any amendment made by the Declarant, in its sole discretion, is determined by the Declarant to be beneficial to the overall scheme of development and not contrary to the general purposes of these Restrictions.

B. If the owner of any lot shall violate any of the covenants and restrictions herein, it shall be lawful for the Declarant, the Homeowners Association or any lot owner to prosecute any proceedings at law or in equity against the person or persons violating any such covenant or restrictions, either to prevent the lot owner from so doing, or to recover damages for such violation, and to recover any costs required to bring such violation into compliance, including attorney fees.

C. Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

D. The Declarant reserves unto itself or the Homeowner's Association the right to publish and enforce rules and regulations concerning the use of property located in South Harbour including the area below the 800' contour line.

The Declarant does retain and shall have the right to appoint a representative, at its expense, to act in the Declarant's place and stead as to any and all matters, approvals and/or waivers as contained herein.

WITNESS the following signatures and seals.

[ THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK ]