

THIS DOCUMENT PREPARED BY: Raine & Perdue, PLC  
TAX MAP/PARCEL #48.-7

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LAKEWATCH CLUB

FRANKLIN COUNTY, VIRGINIA

This Declaration of Covenants, Conditions and Restrictions made and entered into this, the 4th day of February, 2009, by CAMIJOE, LLC, A Virginia Limited Liability Company, (hereinafter referred to as the "Declarant").

R E C I T A L S:

1. Declarant is owner and developer of certain real estate located in Franklin County, Virginia, to be developed and known as LakeWatch Club (being the property as described on plat of survey prepared by Philip W. Nester, L.S., dated September 24, 2008, revised January 23, 2009, and of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 952, Pages 1852 thru 1858,) [the "Property"].

2. To this end the Declarant desires to subject the property to the covenants, conditions, and restrictions as set forth herein.

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NOW, THEREFORE, this Declaration of Covenants, Conditions, and Restrictions:

W I T N E S S E T H:

The Declarant hereby subjects and imposes as a condition of ownership that the property known as LAKEWATCH CLUB, LOTS 1 thru 40, INCLUSIVE, (together with all such right, title and interest as is appurtenant unto each waterfront lot in and unto the waters of Smith Mountain Lake), all of which is more particularly shown and described on plat of survey prepared by Philip W. Nester, L. S., dated September 24, 2008, revised January 23, 2009, and of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 952, at Pages 1852 thru 1858, shall be held, transferred, sold and conveyed subject to the following covenants, conditions, assessments and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, the property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors in interest and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

Section 1. "Common Area" or "Common Areas" shall mean that portion(s) of the LakeWatch Club Community over which the Declarant or the Association shall have obligations and duties, and specifically included is all "open space", "developed open space", the private roads, street lights, if any, gates, signage, community landscaping and irrigation and any community water system, with the open space, developed open space and private roads being as shown on the recorded subdivision plat and/or shown and filed with the Franklin County Planning Department for the rezoning of this land from A-1 zone to RPD.

Section 2. "Declarant" or "Developer" shall mean and refer to Camijoe, LLC, a Virginia Limited Liability Company, its successors and assigns.

Section 3. "Declaration" or "Restrictions" shall mean these Covenants, Conditions and Restrictions and all the provisions set forth in this document, as same may from time to time be amended.

Section 4. "LakeWatch Club" shall mean and refer to Lots 1 through 40, inclusive, of the subdivision known as

LakeWatch Club and all common areas, open space, developed open space, and the private roads, and all benefits and burdens appurtenant thereunto.

Section 5. "Lot" shall mean and refer to each individual Lot, Lot 1 through 40, inclusive, (in Deed Book 952, at Pages 1852 thru 1858) of LakeWatch Club, and all appurtenant easements, benefits and burdens.

Section 6. "Owner" or "Owners" shall mean and refer to the record Owner of title of any Lot included within the subdivision. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Unless the context otherwise requires, "Owner" shall also include the family, invitees, licensees, and lessees of any Owner, together with any persons or parties holding any possessory interest granted by such Owner in any Lot.

Section 7. "Property" or "Properties" or "Subdivision" or "Community" shall mean and refer to that certain real property known as LakeWatch Club, as herein defined.

Section 8. "Association" or "Homeowners Association" shall mean the LakeWatch Club Homeowners Association, or such

similarly named homeowners or property owners association formed by the Declarant for the purpose of maintaining the common areas, septic system easements, and providing for architectural review.

ARTICLE II

STRUCTURES AND OTHER IMPROVEMENTS

Section 1. Architectural Review Committee.

There is hereby established an Architectural Review Committee (the "ARC"). The Declarant or its designee shall act as the sole member of the Architectural Review Committee until the earliest of the following:

(a) conveyance by the Declarant of all Lots within the Subdivision; or

(b) when the Declarant, in its sole discretion, decides to assign the architectural review duties to the Homeowners Association. At the time of the termination of architectural review by the Declarant, the Declarant or the Board of Directors of the Homeowners Association, as the case may be, shall establish an Architectural Review Committee to perform all of the functions as set forth herein, until such time all architectural review and approval shall be solely by the Declarant (or its designee) acting as the ARC.

Section 2. Architectural Review and Approval.

(A) The Architectural Review Committee (the "ARC") shall have the exclusive authority to review and approve the design and location of the residence and any other structures located on any Lot. All plans and specifications for the construction of dwellings, docks and any other improvement upon any Lot or within any common area shall be submitted to the ARC, which shall have the exclusive power and authority to approve or reject the said plans or require changes in said plans and specifications prior to approval.

(B) All plans and specifications for any structure, or any improvement whatsoever to be erected on or placed upon or to any Lot or any individual dock, and the proposed location of any dock on or adjacent to any Lot, the construction material, the roof and exterior color schemes, and subsequent changes, alterations or additions to the exterior of any dwelling or boat dock, after initial approval thereof and any remodeling, reconstructions and/or alterations to the exterior of any dwelling or additions thereto on any Lot or any boat dock shall be subject to and shall require the approval, in writing, of the ARC, before any such work is commenced. Plans shall be prepared in a format and with

specifications as required by the ARC.

(C) There shall be submitted to the ARC two (2) complete sets of 1/4" scale plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any Lot unless and until the final plans, elevations and specifications thereof have received written approval approval, as herein provided. The corners of all improvements must be staked on the Lot prior to submission of plans and specifications to the ARC for approval.

(D) The ARC shall approve or disapprove plans, specifications and details within forty-five (45) days from the receipt thereof. One (1) set of said plans, specifications and details with the approval or disapproval, endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the ARC for its permanent files.

(E) The ARC shall have the right to disapprove any plans, specifications or details submitted to it (i) in the event the same are not in accordance with all of the provisions of these Covenants, Conditions and Restrictions; or

(ii) if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such Lot or with the adjacent lot or other buildings or structures within the community; or (iii) if the plans and specifications submitted are incomplete, or (iv) in the event the ARC deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the Community or any Lot Owner(s). The decision of the ARC shall be final.

(F) Neither the Declarant nor any agent of the ARC shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. Nor shall the ARC or Declarant nor any agent of the ARC or the Declarant be responsible or liable to any Owner for any architectural approvals made by or refused or denied.

(G) Unless done at an earlier time, at such time as the Declarant has conveyed all of the Lots in LakeWatch Club or at such earlier time the Declarant decides to transfer such authority to so act on its behalf, all decisions of

architectural review and approval under these Restrictions shall vest in the Architectural Review Committee to be established by the Board of Directors of the Association.

Section 3. Location of Buildings (House Location by ARC).

Except as hereinafter set out, no residence or other permanent structure shall be located on any Lot except as approved by the ARC and notwithstanding the above provision, fifteen (15) foot side yard shall be maintained on each Lot; provided, however, that the ARC shall have the right at anytime, to reduce the side yard set back to twelve (12) feet, provided such set back is allowed by County ordinance. If any Lot line fronts on more than one street, the ARC shall determine which is the front Lot line and how improvements should be situated on such Lot. In the event the ARC fails to approve, modify or disapprove in writing an application within forty-five (45) days after the required documents have been submitted, in writing, to it in accordance with adopted procedures, approval will be deemed granted.

Section 4. Boat Docks.

All boat docks shall be located and constructed in accordance with the plans and specifications as approved by

the ARC. In determining boat dock sites the ARC and Lot Owner will attempt to minimize the impact of any dock on other Lot Owners views. The final approval of any boat dock design and location shall be at the sole discretion of the ARC, subject to AEP Shoreline Management Plan requirements.

Section 5. Use of Land.

No portion of any Lot shall be improved or occupied for other than single-family residential purposes and no commercial activity of any nature shall be carried on any Lot in the subdivision. All residences shall be for the use of a single family residence and in addition to the erection of a principal residence, storage buildings will be authorized, but such shall be in keeping with the architecture of the principal residence and will be further subject to approval of the ARC and any applicable County Zoning Ordinance.

Section 6. All lots will be required to install gutter drain infiltration for extended storage for all roof top areas for the first one-half (1/2") inch of rainfall.

Section 7. Minimum Dwelling Size.

All one-story homes shall have a minimum square footage of four thousand (4,000) square feet. All one and one half-story homes shall have a minimum square footage of five

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thousand (5,000) square feet. All two-story homes shall have a minimum square footage of six thousand (6,000) square feet. Said calculations shall exclude any unfinished basement or garage area.

Section 8. Fencing.

No fence shall be erected on any Lot except as otherwise set out herein and as approved by the ARC.

Section 9. Temporary Structures and Mobile Homes.

No trailer, shack, tent, camping trailer or mobile home shall be erected on any Lot or used for living quarters either temporarily or permanently.

ARTICLE III

USES OF LOT WITHIN THE COMMUNITY

The permitted uses, easements and restrictions for all Lots within LakeWatch Club, shall be as follows:

Section 1. Vehicles and Trash.

No Lot shall be used or maintained as a dumping ground for trash or waste of any type and all trash shall be maintained in sanitary containers, hidden from view. No automobile or vehicle shall be kept on any Lot or on any street adjoining any Lot unless the same carries a current Virginia license plate and a current state inspection

certificate. All recreational vehicles, boats, boat trailers and accessories to same shall be kept behind the front line of any home erected on any Lot and shall be screened by a six (6) foot solid fence from the street and from the adjoining property Owners. No such vehicles shall be maintained outside of a dock area if no home is built on the Lot, except as may be allowed by Section 8, herein.

Section 2. Nuisances.

No animals other than household pets may be kept on any Lot without the prior written approval of the Declarant or the Association, as the case may be, and no noxious or offensive trade shall be carried on upon any Lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood. No more than three (3) household pets shall be kept on any Lot for any period of time longer than eight (8) weeks. Household pets shall not be kept for any commercial purposes. All animals must be secured by a leash or lead, or under the control of a person and obedient to that person's command at any time any pet is permitted off the Owner's Lot.

Section 3. Utilities.

Declarant will furnish underground utilities to each Lot line at the street and all Lot Owners will supply

underground utilities from the streets to the respective residential or other approved structure.

Section 4. Water/Septic.

All Lots have been approved by the Franklin County Zoning and Subdivision Ordinance based upon an individual well and septic system to serve each lot. Nevertheless, the Developer reserves the right to provide for a community water system to serve all the lots in the LakeWatch Club. Should the Developer establish such systems, all lot owners shall be required to use this system and shall pay such reasonable connection fee and usage charges as established by the Developer, or its assigns.

Section 5. Use to be Solely Residential.

No more than one single family dwelling shall be erected on any one Lot.

Section 6. Signs.

No commercial signs, billboards or advertising of any nature shall be erected, placed or maintained on any residential Lot, nor upon any improvement erected on any Lot; provided, however, directional and informational signs erected by the Declarant shall be permitted; the Declarant and/or the Homeowners Association may place signs in the common areas for

such purpose as deemed to benefit the Community and/or the use of such common areas; and Realtors' "For Sale" signs (not to exceed 2 feet x 2 feet) may be placed upon, be erected or maintained on any lot offered for sale provided the Owner of such Lot first obtains permission of the ARC. The ARC reserves the right to restrict the size, color and content of any permitted sign. Any sign or notice required by any legal proceeding shall be permitted as provided by the Court.

Section 7. Removal of Trees/Landscaping Along the 800' Contour.

Except in necessary construction areas and septic fields, no trees eight (8) inches or larger in diameter, measured six (6) feet from the ground, shall be removed from the property without the approval of the ARC. There shall be no burning of trees, stumps or debris on any Lot. The landscaping along the 800' contour shall prohibit any plant which grows in height which may impede the view of the lake by other Lot Owners.

Section 8. Storage Areas.

Each Lot Owner shall be responsible for keeping all boats that are docked in the Owner's boat dock in a neat and orderly fashion. Storage of any boats or boat trailers shall

not be permitted above the 800' contour line of any Lot except for a temporary period not to exceed 48 hours, per time period, as may be required for minor maintenance or cleaning of the boat or trailer or necessary temporary storage.

ARTICLE IV

CONSTRUCTION STANDARDS

The following construction standards shall apply to all homes within LakeWatch Club:

1. All roof lines shall have a minimum pitch of 7:12 on the main body of the house excluding porches.
2. Exterior siding shall be approved by the ARC.
3. All utility sheds must be of the same general character and appearance as the residence on the Lot and must be approved by the ARC.
4. No statues or sculptures shall be located in the front yard (street side) of any Lot unless approved by the ARC.
5. All lawns shall be established within forty-five (45) days from issuance of certificate of occupancy or occupancy of the premises, whichever occurs first. All landscaping shall commence within ninety (90) days of the same

date.

6. CMU retaining walls shall be faced material approved by the ARC.

7. Driveways shall be located and constructed as approved by the ARC. Before construction begins on any Lot, a driveway and culvert shall be installed. Each driveway shall be installed from the edge to the subdivision street/road to the construction site and consist of six (6) inches of crushed stone. Every Lot Owner shall be responsible for keeping mud off of all the private roads within the community and, also, off the public highways during construction, and at all other times; failing such, the Declarant or the Home Owners Association, as the case may be, may remove such mud or other debris, and charge the Lot Owner for all expenses incurred in doing so. Corrugated metal culvert pipe shall be installed in accordance with the standards of the Virginia Department of Highways and Transportation to connect to the private road upon which the same fronts. Driveways shall be surfaced with asphalt black top or concrete, approved decorative stone, and be completed within ninety (90) days of completion of construction of the residence.

8. For the waterfront lots, all shoreline stabilization shall be the responsibility of individual Lot Owners and subject to all applicable regulations (Shoreline Management Guidelines).

9. All dwellings and buildings shall be brick, wood, dryvit, masonite, or natural stone to grade unless otherwise approved by the ARC. No artificial stone will be allowed.

10. Landscaping shall be permitted and approved by the ARC.

11. Each Lot Owner who builds a dwelling upon his Lot shall provide off-street parking for three (3) or more vehicles in a driveway or other appropriate (paved) area.

12. The Owner of any Lot shall provide for any dwelling constructed on such Lot a septic disposal system constructed in accordance with the specifications set forth by the applicable state and county public health officials. For lots that require "off site" septic drainfields served by individual force mains, the Declarant will install such force mains for all Lots and drainfields.

13. All fuel storage tanks, trash and garbage receptacles shall be buried under ground or set at such places

as not to be visible from any viewpoint deemed by ARC to negatively impact any other Lot Owner. Air-conditioning compressors, heat pump equipment and all other mechanical equipment shall be screened by landscaping approved by the ARC.

14. No satellite dish antenna or other transmission or receiving antennas shall be installed or placed on any Lot, provided, however, that the ARC in the exercise of its authority may permit Lot Owners to install individual satellite dish or other television antennae. The ARC may refuse to approve any antenna or satellite dish based upon purely aesthetic considerations such as the size or location of the antenna.

#### ARTICLE V

##### SPECIFIC RESTRICTIONS

###### Section 1. Enforcement.

Enforcement of these Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the violation and/or to recover damages. The Declarant, the ARC and/or Home Owners Association, as the case may be, reserves the exclusive right to perform any act set

forth anywhere in this Declaration on behalf of a Lot Owner who has failed to abide by any affirmative obligation set forth herein or who has violated any prohibition herein. Such act shall include but not be limited to any act of maintenance, lawn care, construction or a required Lot improvement or removal or correction of a prohibited or faulty Lot improvement. All costs of such acts on behalf of the Lot Owner, including interest, attorney fees and recording taxes shall be charged to the subject Lot Owner, and a lien setting forth such costs may be recorded against the subject Lot Owner and Lot among the Franklin County land records. In addition, the Declarant, the ARC, the Association or any Owner may bring any appropriate legal action against a Lot Owner to enforce or to cure any breach of these Restrictions or amendments thereto. In such event, the Lot Owner shall pay for all of Plaintiffs's court costs, expense of litigation and attorney's fees if Plaintiff is the prevailing party in such litigation.

Section 2. Future Roads.

No street or road connecting the Property to adjoining lands may be constructed on any Lot unless such street or road is constructed by Declarant or Declarant gives

its express written permission for such connection and construction.

Section 3. Restrictions on Further Subdivision.

No Lot within the Property shall be further subdivided or separated into smaller lots or parcels by any Owner and no portion less than all of any such Lot shall be conveyed or transferred by any Owner except between Lot Owners to adjust boundary lines provided that no additional Lot is created.

Section 4. 800-Foot Contour Line.

When the Declarant herein recites restrictions, covenants, conditions or rights as to such Lot, the same shall also apply to the land adjoining said Lot, situate, below the 800-foot contour line. A waterfront Lot Owner's use of the land below the 800-foot contour line whether flooded by the waters of Smith Mountain Lake or not, shall be limited to the area between the dock extension lines as shown on the recorded plat of survey of the subdivision extending out into the waters of Smith Mountain Lake for a reasonable distance so as not to interfere with the rights or property of other waterfront Lot Owner's.

Section 5. The use of any land below the 800-foot contour line and the waters of Smith Mountain Lake shall be at the users risk and in accordance with all applicable rules, regulations, laws, restrictions and conditions of record or otherwise published by any entity or government agency or body properly exercising jurisdiction as to said area. Declarant shall not be held responsible for any injury or death which occurs below the 800-foot contour line or in the waters of Smith Mountain Lake adjacent to LakeWatch Club.

Section 6. Road Maintenance.

A. The Lot Owners shall be solely responsible for maintaining and repairing the private roads within the community to the minimum standards to which the same are constructed by the Developer. All owners shall share and contribute to the cost and labor of such maintenance and repair based upon the number of lots owned, regardless of the size of any particular lot or distance traveled; provided, however, in the event any Lot Owner or Owner's agent or invitee causes damage to any said road, other than ordinary wear and tear, such Lot Owner shall be required to repair such damage and bear the costs thereof exclusively. The Developer, having constructed the road, shall not be obligated to

contribute to the cost of its maintenance.

B. Maintenance, at minimum, shall include but not be limited to the following:

- (1) Removing snow and ice;
- (2) Maintaining the ditches and slopes along the private roadway in order to avoid erosion;
- (3) Maintaining the road surface; and,
- (4) Maintenance of the road shall include maintenance of the walk/cart path as travels within the same.

C. The Home Owners Association formed by the Developer and composed of the Lot Owners shall be responsible to collect annual assessments and contract for all road maintenance, repairs, snow removal, aforesaid.

#### ARTICLE VI

##### ASSESSMENTS AND HOME OWNERS ASSOCIATION

###### Section 1. Agreement.

Each lot owner shall by the acceptance of the Deed of Conveyance to the lot become a member of a Home Owners Association formed by the Declarant and, shall be subject to the dues and assessments as may be established by the Association, provided that the Declarant shall not be liable for any dues or assessments, either annual or special, on Lots

owned by the Declarant upon which no house is occupied. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

Section 2. Assessments.

Except as provided for the Declarant, every Lot owner and member of the Association is deemed to covenant and agree to pay to the Association: (i) annual assessments or, and (ii) special assessments for capital improvements. All assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien superior to any Deed of Trust or Mortgage on the Lot. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Lot Owner's successors in title unless expressly assumed by them, but shall be a lien on the land.

Each Owner covenants for himself, his heirs, successors and assigns, to pay each assessment levied by the association on the lot described in such conveyance to him within ten (10) days after receipt of an invoice for the same,

and further covenants that if said charge shall not be paid within thirty (30) days from the date that said invoice is deposited, postage paid in the United States mail, in an envelope addresses to such Owner at the address of the lot or to such other address as maintained on the current land records for Franklin County, Virginia. The amount of such charge shall become a lien upon said Owner's lot and shall continue to be such lien until fully paid.

At closing of the initial sale and upon the resale of each Lot, each Purchaser shall pay the sum of FIVE HUNDRED (\$500.00) DOLLARS to the Developer or the Homeowners Association, as the case maybe, to be held and used for the maintenance of the road and other common areas and improvements. The Developer at such time as the duties are transferred to the Homeowners Association shall pay any monies held by it to the Homeowners Association to provide for its initial capital funds.

Until such time as the duties for maintenance of the common areas, the annual and any special assessment shall be determined by the Declarant. At such time as maintenance duties are assigned to the Homeowners Association, the Board of Directors shall determine the annual assessment and any

special assessment. Annual assessments may be charged and paid monthly, quarterly or annually as the Developer or Board of Directors may determine. The initial annual assessment will be FIVE HUNDRED (\$500.00) DOLLARS.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only. The Declarant or the Board of Directors for Association, as the case may be, shall determine the purpose for which the assessments will be made and allocated.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of that Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Declarant or the Board of Directors, as the case may be, shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Declarant or the Board of Directors, as the case may be.

Unless, at the election of the Developer, done at an earlier time, at such time as the Developer has completed development of the developed open space, the entrance, the signage and the private roads and has sold and transferred all of the Lots, the Developer shall transfer the common area to the Homeowners Association to perform all duties and responsibilities herein provided.

Without limitation the specific duties and obligations of the Association shall be: (i) the upkeep and maintenance of all common areas and all improvements made to the same (including, without limitation, the tennis courts, boat storage area, front gates, signage, the landscaping and irrigation); (ii) the upkeep and maintenance of all the street lights, if any; (iii) the upkeep and maintenance of the private roads, minimally, to the standards provided by the Developer; (iv) to provide architectural review as herein provided; (v) to perform any other lawful act approved by/for the community; and, (vi) to provide a Committee to establish rules and regulations for the operation and upkeep of the "off site" drainfields.

ARTICLE VII

SEPTIC SYSTEMS

Section 1. Agreement.

Owners of Lots in LakeWatch Club 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 LakeWatch Club filed in the Clerk's Office of the Circuit 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 Developer 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 Developers 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 service 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 reserves to itself and/or its assigns, the right to grant to an approved public service entity or state approved water system operator, or unto Franklin County, Virginia, or other governmental body or agency thereof, 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 LakeWatch Club for the purpose of fulfilling its obligations hereunder.

ARTICLE VIII

TERM/AMENDMENT/ENFORCEMENT

A. These covenants are binding upon and shall run with the land (i.e., LakeWatch Club) 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 LakeWatch Club. The Developer reserves and shall have the right to amend and/or, if needed or necessary, issue a statement to clarify any ambiguity or question in interpretation of this Declaration of Restrictions, Covenants and Conditions provided any amendment made by the Developer, in its sole discretion, is determined

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

WITNESS the following signature and seal.

CAMIJOE, LLC,  
A Virginia Limited Liability  
Company

By: *[Signature]*  
Its: Manager

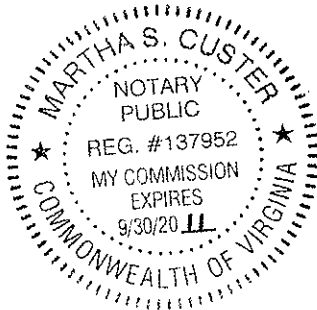
STATE OF VIRGINIA AT LARGE

COUNTY OF FRANKLIN, to-wit:

The foregoing document was signed and acknowledged  
before me this the 4th day of February, 2009, by EDWARD C.  
PARK III, MANAGER of CAMIJOE, LLC.

My commission expires: September 30, 2011

*Martha S. Custer*  
NOTARY PUBLIC



INSTRUMENT #090000802  
RECORDED IN THE CLERK'S OFFICE OF  
FRANKLIN COUNTY ON  
FEBRUARY 4, 2009 AT 01:59PM  
TERESA J. BROWN, CLERK  
RECORDED BY: JNF