

BOXWOODGREEN

FORCE MAIN SEPTIC SYSTEM DECLARATION

THIS DECLARATION is made and entered into this 4th day of August 1994, by Alouf Construction and Development Co., a Virginia Corporation, hereafter referred to as the Developer.

WITNESSETH

WHEREAS, The Developer is the owner and developer of the BoxwoodGreen Subdivision, located on Smith Mountain Lake in Franklin County, Virginia; and

WHEREAS, a plat of said subdivision, prepared by Lumsden and Associates, dated July 3 & 13th, 1994, which is of record in the Circuit Court Clerk's Office for the County of Franklin, Virginia in Plat Book 549, at page 489 & 493; and

WHEREAS, certain lots of said subdivision are required by the Franklin County Health Department to have off site septic drain fields served by force mains; and

WHEREAS, the County of Franklin, through its subdivision regulations, requires a maintenance agreement for force mains and off site drain fields.

:NOW WHEREFORE THIS DECLARATION OF COVENANTS:

That the Developer, Alouf Construction and Development Co., being the owner of the foresaid lots of the BoxwoodGreen Subdivision, hereby imposed covenants on certain lots in the aforesaid subdivision as follows:

1. All lots needing off site pump back systems are hereby encumbered with a maintenance covenant requiring each of those lot owners to maintain the individual force main and septic line which serves the residence to be located on each respective lot from the point of origination on the aforesaid lot, along the 5 foot septic easement on the aforesaid plat to the designated drain field area. Said maintenance requires underground maintenance only and it does not require surface maintenance such as mowing grass.
2. When individual force mains are located in a common septic easement and it cannot be determined which septic easement and it cannot be determined which septic line or force main is defective, the lot owners, as a group, utilizing a pump back system, shall guarantee the repairing contractor payment to locate and correct the defective septic line so that the contractor can proceed to correct the defect. However, if it can be determined that an individuals septic line or force main was defective, the lot owner whose septic line was defective, shall be responsible for the entire payment and reimbursed to the other owners for any cost incurred by them.

3. If damage shall occur to one or more septic lines or force mains and it cannot be determined which one was defective, then the cost of the repair shall be prorated, among the lot owners that are affected, proportionate to the damages sustained to the septic lines and force mains. **The Board of Directors shall be the governing authority.**
4. The Covenants contained herein shall be construed as a covenant running with the land and not a personal contract or covenant with the present lot owners and shall obligate all future lot owners of the aforesaid lot, to the covenant herein.
5. It shall be the duty of each lot owner to maintain, repair or replace the septic system servicing his or her respective lot in BoxwoodGreen Subdivision, including all septic lines, force mains and drain fields not located within the septic easement. If any property owner fails to keep his or her septic system, septic lines and/or force main in a good and serviceable condition and acceptable state of repair each or any lot owner of the herein affected lots or the BoxwoodGreen Home Owners Association are hereby authorized to give ten (10) days notice by mail, addressed to the offending property owner requiring him or her to correct the defective septic system, force main or septic line in order to keep the subdivision attractive and in good condition. Each of the aforesaid lot owner's respective shares of the determined repair cost, if unpaid, shall constitute a lien which shall run perpetually with the offending lot in the subdivision.

ENFORCEMENT

In the event of the failure of a lot owner to comply with any of the provisions in these maintenance covenants regarding septic system maintenance, it shall be lawful for the BoxwoodGreen Home Owners Association set forth herein, to institute any proceeding at law or at equity against the person or persons failing to comply with this covenant, either to recover damages or to enforce the terms of the covenant; or to take any other action at law or in equity which may be necessary to legally enforce the covenants herein.

MUTUALITY OF BENEFIT AND OBLIGATION

The maintenance covenant set forth herein is made for the mutual and reciprocal benefit of each and every lot owner of lots set forth herein and is intended to create mutual, equitable servitudes upon each of the lots in favor of each and all of the other lots set forth herein; to create reciprocal rights between the respective owners of all the lots in the BoxwoodGreen Subdivision; to create a privity of contract and estate between the grantees of the lots, their heirs, successors or assigns, which shall insure to the owner of each lot set forth herein, his or her heirs, successors or assigns and operate as covenants running with the land for the benefit of each and all other lots set forth herein and owners.

WITNESS the following signatures and seals:

BoxwoodGreen Subdivision, by
Alouf Construction and Development Co.

By: Gail O. Alouf, President