

- 9) Each and every conveyance of any of the said tracts shall be subject to and subordinate to a perpetual easement in, to and over a necessary and reasonable portion of said tract for utility purposes which easement shall be for the purpose, and shall authorize the said present owner, its successors and assigns, licensees, heirs, executors and administrators to utilize said easement areas for the purpose of constructing, developing, maintaining, and utilizing in, on and over such easement areas, drainage ditches, and other drainage facilities, sewer lines, water lines, electric power and communication lines, and any and all other utility facilities, together with such poles, conduits, wires, guy wires, pumps, transformers, and other necessary or desired equipment and appurtenances thereof; and by virtue of said easement the said present owner and its heirs, executors, administrators, successors, licensees and assigns, shall have free and unrestricted right of ingress and egress to said easement areas and in and over the same for the purpose of constructing, developing, maintaining, use and protecting such facilities. Each and every conveyance of any of the said tracts shall be subject to and subordinate to all matters shown and depicted on the aforesaid Subdivision Plat, including but not limited to, matters regarding utility easements, set-backs dedicated road right of ways, and easements for ingress and egress.
- 10) The covenants, provisions and restrictions herein set forth shall run with the land, and once they become effective with respect to any tract upon the sale and conveyance of such tract as aforesaid, they shall be binding upon such tract and the purchaser or purchasers thereof and all persons claiming under any such purchase for the period or periods of time above prescribed herein. All dedications, easements, road right of ways, limitations, restrictions, and reservations shown on the aforesaid Subdivision plat are incorporated herein and made a part hereof as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant and, thereafter, each successive Owner, conveying any of the Properties, whether specifically referred to therein or not.
- 11) Should any future owner of one or more of said tracts, or any person claiming under such owner, violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be the lawful right of said present owner or any other person then owning one or more of the tracts described herein to institute and prosecute appropriate proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent such violation or a continuation thereof, or to recover damages resulting from such violation, or both.
- 12) This Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of the Owners representing two-thirds (2/3) or more of the total number of tracts, plus consent of the Declarant. Any amendment must be recorded among the Official Deed Records of Berrien County, Georgia. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Despite anything otherwise contained herein, in the event it is determined that any provisions of this Declaration need to be amended to conform to