

DECLARATION

OF

**COVENANTS, CONDITIONS,
AND RESTRICTIONS**

FOR

EAGLE'S MOUNTAIN RESORT, INC.

See Book 329, Page 230
See Book 330, Page 39

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAGLE'S MOUNTAIN RESORT, INC.

This Declaration is made by EAGLE'S MOUNTAIN RESORT, INC., a Georgia Corporation hereinafter referred to as "Declarant". Declarant is the owner of certain real property located in Land Lots 143, 144, 145, 146, 147, 148, 177, 178, 179, 180 and 181, 11th District, 2nd Section; and Land Lots 279, 296, 297, 298, 299, 313, 314, 315, 316 and 317, 24th District, 2nd Section, Gilmer County, Georgia.

The Declarant proposes to subdivide the property into lots for sale to the general public. By this Declaration, Declarant intends to establish certain restrictions on the lots for the benefit and protection of the future and present owners of the lots and for the establishment and maintenance of sound values for the lots. The restrictions herein are intended to run with the land, and to inure to the benefit of and be binding upon each interest so conveyed or reserved and all parties having or acquiring any right, title, interest or estate therein.

1.

This Declaration shall be applicable to those certain lots within the above Land Lots, as depicted on plats of survey filed of record in Gilmer County bearing express reference to the terms hereof, and effective as to the lots shown on all such plats as of the date of filing of record.

2.

The lots shall be used for residential purposes only, no commercial activity shall be conducted except in areas designated for such purpose by the Developer and not more than one detached dwelling shall be erected on any one lot. No dwelling

shall consist of less than 1050 square feet of finished, heated living space, exclusive of porches, carports, garages, patios, etc. Each dwelling shall be built upon a permanent foundation. Construction of the exterior of a dwelling shall be completed within 12 (twelve) months from the commencement of same. No sales person in the employment of the Developer or authorized real estate broker shall be denied access to any facility or amenity while conducting a bona fide sales presentation.

3.

There is established an Architectural Review Committee to be elected by the Eagle's Mountain Resort Property Owners' Association (POA) Board of Directors in such number as it shall see fit. The Committee shall have authority to review and approve all plans for construction upon subdivision lots. No lot owner or any other person shall engage in the construction of a building upon a subdivision lot without first obtaining the written approval of the Committee. Application shall be in writing and shall provide such information as the Committee may reasonably require. In the event that the Committee fails to approve or disapprove such application within thirty (30) days after submission, approval shall be granted automatically.

4.

No mobile homes shall be located on any lot. The location of recreational vehicles on lots on a temporary basis shall be subject to regulation by the POA, as the same may be amended from time to time.

5.

The establishment, maintenance and use of all lots or parcels of land within the subdivision with regard to the disposal of sewerage and effluent shall be done in strict compliance with currently existing State and County Health Regulations. In particular no outside toilets shall be allowed

on any lot in the subdivision, and no waste or effluent shall be permitted to enter any of the streams. Further all sanitary arrangements must be inspected and approved by local or State Health Officers.

6.

Each lot owner agrees to have the location of any well or septic tank first approved by the Gilmer County Health Department or any successor body of appropriate jurisdiction, prior to the construction of such facilities.

7.

The erection of any permanent or temporary dwelling or appurtenant building thereto shall be placed at least thirty-five feet (35) from the front and rear lines of the property, and at least ten (10) feet from the sidelines of the property, and at least ten (10) feet from the sidelines of any abutting property owner; provided, however, if a building set back line is shown on a recorded plat, the line so shown on the plat shall prevail over this declaration. The POA Board of Directors is hereby empowered to grant variances from the set back provisions herein upon written application by the owner of the lot for which the variance is sought.

8.

No animals or fowl shall be maintained or kept on any lot or parcel of land except household pets, which pets must be confined to the owners lot or parcel of land unless such pet is on leash or under the direct supervision of said owner or his agent while in the subdivision area.

9.

Declarant for itself, its successors and assigns, reserves easements for the installation and maintenance of all utilities and drains along a strip of land ten (10) feet in width contiguous to all lot lines and subdivision boundaries, and as may be shown on plats of the property herein. Declarant, for itself,

its successors and assigns reserves the right of ingress and egress to such areas for the purpose of maintaining, installing and operating any of the above-mentioned installations.

10.

No noxious or offensive activity shall be carried on, on any lot or parcel of land, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

11.

No lot or parcel of land shall be used or maintained as a dumping ground for rubbish or trash, garbage or other waste, including, but not limited to, junk vehicles of any sort and household waste; and said lots and parcels of land shall be kept clean and in a sanitary condition.

12.

No advertising activity of any kind shall be allowed on any lot or parcel of land. Signs for the advertising of lots by the lot owner shall be approved by the POA, which approval shall not be unreasonably withheld.

13.

There is established a private security force for the safety and protection of lot owners and their property. The security force shall be maintained by the POA and shall have such powers as the POA shall see fit to confer. Notwithstanding anything herein to the contrary, the security force shall monitor entry into the subdivision and restrict such entry to lot owners, their guests and other authorized personnel. The security force shall also have the authority to restrict temporarily the entry of any person who it reasonably determines will present an immediate threat to persons or property within the subdivision.

Lot owners in the subdivision, by acceptance of a deed or by entering into a contract for the purchase of a lot in the subdivision shall become members of the Eagle's Mountain Resort Property Owners' Association ("POA"), a non-profit Georgia corporation, and covenant and agree to pay to the POA annual membership dues and such special assessments as may hereafter be charged by the POA in accordance with its charter and by-laws.

The annual membership dues shall be used by the POA for the purpose of maintaining roads and amenities within the subdivision, and for such other purposes which may from time to time be authorized by the Board of Directors of the POA.

All such assessments, together with charges, interest, costs and reasonable attorney's fees, in the maximum amount permitted by law, shall be a lien upon the lot against which each assessment is made. Such amounts shall also be the personal obligation of the person who was the owner of the lot at the time when the assessment fell due. Each owner shall be liable for his or her portion of each assessment coming due while he or she is the owner of a lot and his or her grantee shall be jointly and severally liable for such portions thereof as may be due and payable at the time of conveyance.

Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge of 10% of the amount due. Said amount together with the late charge shall accrue interest at the maximum allowable rate. If the assessment is not paid within thirty (30) days, a lien as herein provided for shall attach, and said lien shall include the late charge, interest, all costs of collection and reasonable

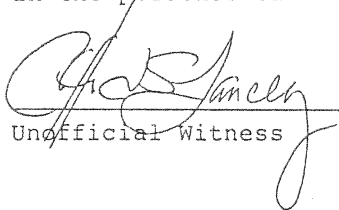
attorney's fees. In the event the assessment remains unpaid after sixty (60) days, the POA may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by his or her acceptance of a deed to a lot, vests in the POA or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property.

15.

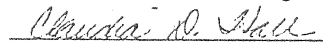
An invalidation of one or more of these covenants or restrictions shall in no way effect any of the remaining provisions herein, which shall thereafter remain in full force and effect.

Signed, sealed and delivered
in the presence of:

EAGLE'S MOUNTAIN RESORT, INC.


Unofficial Witness

BY: 
William M. Stokes, President


Notary Public

Notary Public, Georgia, State at Large
My Commission Expires Feb. 19, 1988

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Filed for record... 15 day of May 19 84 at 9:00 o'clock... A.M.
Recorded... 17 day of May 19 84 Willard Ralston, C.S.C.
Book... 138 Page... 448

FIRST SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAGLE'S MOUNTAIN RESORT, INC.

This First Supplemental Declaration is made by Eagle's Mountain Resort, Inc., a Georgia corporation hereinafter referred to as "Declarant", as supplement to the Declaration of Covenants, Conditions and Restrictions for Eagle's Mountain Resort, Inc., the "Declaration"; recorded in Deed Book 138, page 448, Gilmer County Records.

By this Supplemental Declaration, Declarant intends to amend the Declaration as set forth below. The provisions herein shall run with the land and inure to the benefit of and be binding upon each interest conveyed subject to the Declaration as supplemented. Except where expressly amended as set forth herein, the terms and provisions of the Declaration shall remain unchanged.

1.

Section Two of the Declaration shall be amended by deleting the word "Developer" from Line Three therein and substituting therefor the phrase, "Eagle's Mountain Resort Property Owner's Association."

2.

There is established a Section Sixteen which shall read as follows: Eagle's Mountain Resort, Inc., the "Developer", shall transfer and relinquish control of the POA upon the sale of fifty (50%) percent of the anticipated total of lots to be sold or two hundred (200) lots whichever shall occur first. After the date of said transfer and relinquishment, Developer shall refrain from exercising any vote to which it is entitled by virtue of lots held as inventory or acquired through judicial sale. Developer does not hereby relinquish any right to solicit proxies and to vote such proxies at the POA Annual Meeting.

See Book 329, Page 230

See Book 330, Page 39

This Supplemental Declaration is made by Declarant pursuant to a Resolution duly and unanimously adopted by its Board of Directors.

Declarant does set its hand and seal this 1st day of August, 1984.

EAGLE'S MOUNTAIN RESORT, INC.

By: William M. Stokes
William M. Stokes, President

Lee S. ...
Witness

Claudia D. Hill
Notary Public

Notary Public, Georgia, State at Large
My Commission Expires Feb. 19, 1988

SECOND SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAGLE'S MOUNTAIN RESORT, INC.

This Second Supplemental Declaration is made by Eagle's Mountain Resort, Inc., a Georgia corporation hereinafter referred to as "Declarant", as a supplement to the Declaration of Covenants, Conditions and Restrictions for Eagle's Mountain Resort, Inc., the "Declaration", recorded in Deed Book 138, page 448, Gilmer County Records.

By this Supplemental Declaration, Declarant intends to amend the Declaration as set forth below. The provisions herein shall run with the land and inure to the benefit of and be binding upon each interest conveyed subject to the Declaration as supplemented. Except where expressly amended as set forth herein, the terms and provisions of the Declaration shall remain unchanged.

1.

The preamble to the Declaration shall be amended by adding to the description of the real property therein the land lots and districts as follows: 39, 69, 70, 75, 76, 77, 101, 102, 103, 104, 105, 106, 107, 109, 110, 111, 112, 113, 114, 116, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150 and 151, 11th District, 2nd Section; and Land Lots 261, 280, 281, 296, 297, 316 and 317, 25th District, 2nd Section, Gilmer County, Georgia.

See Book 329, Page 230
See Book 330, Page 39

This Supplemental Declaration is made by Declarant pursuant to a Resolution duly and unanimously adopted by its Board of Directors.

Declarant does set its hand and seal this 18th day of December, 1985.

EAGLE'S MOUNTAIN RESORT, INC.

BY: *William M. Stokes*
William M. Stokes, President

ATTEST: *Susan U. Moody*
Susan U. Moody, Secretary

Brenda M. Vance
Witness

Christina D. Hall
Notary Public

Notary Public
I.A.S. No. 10117

Filed for record 18 day of Dec, 1985 at 3 o'clock P.M.
Recorded 20 day of Dec, 1985 Willard Ralston, C.S.C.
Book 168, Page 340

THIRD SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAGLE'S MOUNTAIN RESORT, INC.

This Third Supplemental Declaration is made by Eagle's Mountain Resort, Inc., a Georgia corporation, hereinafter referred to as "Declarant", as a supplement to the "Declaration", recorded in Deed Book 138, page 448, Gilmer County Records.

By this Supplemental Declaration, Declarant intends to amend the Declaration as set forth below. The provisions herein shall run with the land and inure to the benefit of and be binding upon each interest conveyed subject to the Declaration as supplemented. Except where expressly amended as set forth herein, the terms and provisions of the Declaration shall remain unchanged.

The Declaration shall be amended by adding the following articles, which shall read as follows:

16.

The Developer may from time to time set aside certain real property which shall be platted and sold as fee simple campsite lots, which shall be designated on said plats with the prefix "C-", and shall bear express reference to the terms of this Declaration.

17.

On all lots designated as campsites pursuant to Article 16, above, no permanent or temporary structure of any kind will be permitted. Motor vehicles permitted upon said lots shall be limited to motorcycles, automobiles and recreational vehicles of a size no greater than 8' X 42'.

See Book 329, Page 230
See Book 330, Page 39

Only one recreational vehicle shall be permitted upon a lot at any one time, unless otherwise stated by the campground rules and regulations. No vehicles originally manufactured as school buses shall be permitted upon a lot.

18.

Use of the campsite lots shall be subject to the reasonable rules and regulations of the POA.

19.

Except where inconsistent with Articles 16, 17, 18 and 19 herein, all campsite lots platted in accordance with Article 16, above, shall be fully subject to each and every other provision of the Declaration.

Declarant does set its hand and deal this 20th day of February, 1986.

EAGLE'S MOUNTAIN RESORT, INC.

BY: Del L. Land Vice-president
Del L. Land, Vice President

ATTEST: Susan U. Moody
Susan U. Moody, Secretary

Donna M. Pierce
Witness

Claudia D. Hall
Notary Public

Notary Public, Georgia, State at Large
My Commission Expires Feb. 19, 1988

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Filed for record 21 day of Feb 1986 at 4:10 o'clock P M
Recorded 24 day of Feb, 1986 Willard Raiston, C.S.C.
Book 172, Page 474

FOURTH SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAGLE'S MOUNTAIN RESORT, INC.

This Fourth Supplemental Declaration is made by Eagle's Mountain Resort, Inc., a Georgia corporation, hereinafter referred to as "Declarant", as a supplement to the "Declaration", recorded in Deed Book 138, page 448, Gilmer County Records.

By this Supplemental Declaration, Declarant intends to amend the Declaration as set forth below. The provisions herein shall run with the land and inure to the benefit of and be binding upon each interest conveyed subject to the Declaration as supplemented. Except where expressly as set forth herein, the terms and provisions of the Declaration shall remain unchanged.

This Supplemental Declaration shall be applicable solely to the real property described in Exhibit "A", attached hereto and made a part hereof, and shall not affect any other real property owned by Declarant not described in said Exhibit "A".

The Declaration shall be amended by adding the following articles, which shall read as follows:

20.

The real property described on Exhibit "A" shall be developed by Declarant as a campground for the exclusive use of purchasers of timeshare intervals in the Chief Whitepath Villas timeshare project.

~~See Book 329, Page 230~~
See Book 330, Page 39

21.

The campground shall be held by the timeshare interval purchasers in the form of undivided interests, which shall entitle said purchaser, members of his household and accompanied guests to year-round use of the campground, together with the right to exclusive possession of one available campsite, subject to use by other campground owners and to campground rules and regulations which may limit unattended possession.

22.

Each undivided interest in the campground shall constitute a lot as that term is used in paragraph 1 of the Declaration and thereafter. Each owner of an undivided interest shall automatically become a member of the POA as set forth in paragraph 14 of the Declaration, and shall pay the annual assessment as established by the POA.

23.

No permanent or temporary structure of any kind shall be permitted in the campground, with the exception of comfort stations or similar out-buildings established for the use of campground owners. Motor vehicles permitted in the campground shall be limited to motorcycles, automobiles and recreational vehicles of a size no greater than 8' X 42'. Only one recreational vehicle shall be permitted at a campsite at any one time, unless otherwise permitted by the campground rules and regulations. No vehicles originally manufactured as school buses shall be permitted in the campground.

24.

Use of the campground shall be subject to the reasonable rules and regulations of the campground.

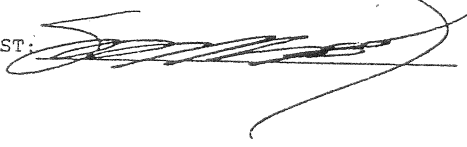
25.

Except where inconsistent with the provisions set forth in this supplement, the campground shall be fully subject to each and every provision of the Declaration.

Declarant does set its hands and seal this 25th day of March, 1986.

EAGLE'S MOUNTAIN RESORT, INC.

BY: Dee J. Ford VP.

ATTEST: 

Melvin C. Carrell
WITNESS

Claudia D. Hall
NOTARY PUBLIC
SIGNED THIS 25th DAY OF MARCH, 1986.

Notary Public, Georgia, State at Large
My Commission Expires Feb. 15, 1993

Filed for record 3 day of Apr, 1986 at 11 o'clock A M
Recorded 4 day of Apr, 1986 Willard Ralston, C.S.C.
Book 175, Page 112