

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
UNICOI SPRINGS CAMP RECORT

THIS DECLARATION is made this 16th day of August, 1983, by
Unicoi Springs Camp Resort
This Declaration was amended on (Date)

SECTION II

ARTICLE 1
DEFINITIONS

NOTE:

Red means a change is made
Blue is the reason for the change

Section 1. **Terms.** The following words, when used in this Declaration and when used in any other document which might include the terms of this Declaration, shall have the following meanings.

RECOMMENDED: *“Amenities Fees” is a fee that may be charged for amenities; i.e. WIFI*

REASON FOR CHANGE: *Not previously defined*

PRESENT: (a) **“Association”** shall mean the nonprofit Georgia corporation named “Unicoi Springs Owners Association, Inc.” organized as the Association of Owners of Undivided Interest

Recommended: **“Association”** shall mean the **not for profit** Georgia corporation named “Unicoi Springs Owners Association, Inc.” organized as the Association of Owners of Undivided Interest

Reason for Change: *Nonprofit is driven by charitable contributions, and, as stated by our current Auditor*

Recommended: **“Board of Directors”** shall mean a Board who is elected per guidelines of the Bylaws, who shall govern the affairs of the Association.

Reason for Change: *Not previously defined*

Recommended: *“Campers” Manufactured recreational vehicles include truck campers, popups, travel trailers, Class A and C motorhomes and tents*

Reason for Change: *Not previously defined*

PRESENT: b) “Camping Site” shall mean that portion of Unicoi Springs Camp Resort which is designated on any and all plats now recorded or as may hereafter be recorded by Declarant designating a portion of Unicoi Springs Camp Resort as a Camping Site.

RECOMMENDED: “Camping Site” shall mean that portion of Unicoi Springs Camp Resort which is designated on any and all plats now recorded or may hereafter be recorded by **Unicoi Springs Camp Resort** designating a portion of Unicoi Spring Camp Resort as a Camping Site.

REASON FOR CHANGE: We are no longer associated with Chatham Properties, Inc., or Resorts, Ltd.

PRESENT: (c) “Common Area” shall mean that property described on Exhibit “B”, attached hereto and by this reference made part hereof, such property, as of the date of the recording of this Declaration, being owned by Declarant. Declarant, as hereinafter more particularly referenced, shall convey the common Area to the Association, as provided further herein.

RECOMMENDED: “Common Area” That property which is not designated as a campsite or any restricted area designated by the Board of Directors in the Rules and Regulations.

REASON FOR CHANGE: To clarify all property available for use to all Owners.

RECOMMENDED: “Days out” Calendar days that the owner is not present during his/her “use period”.

REASON FOR CHANGE: Not previously defined

PRESENT: (d) “Declarant” shall mean Unicoi Springs, a joint venture composed of Chatham Properties, Inc., an Alabama corporation and Resorts, Ltd, a Georgia corporation, and its successors and assigns, if such successors or assigns shall acquire all interests in Unicoi Springs Camp Resort owned by Declarant on the date of such acquisition for the express purpose of development and sale of Undivided Interests in Unicoi Springs Camp Resort as a trade or business.

RECOMMENDED: Delete “Declarant” in its entirety.

REASON FOR CHANGE: We are no longer associated with Chatham Properties, Inc., or Resorts, Ltd.

RECOMMENDED: “Document fees” The fee charged for new Owner orientation and associated documents.

REASON FOR CHANGE: We have never had it and not previously defined.

RECOMMENDED: “Eligible Voter” An Owner who is current in all fees, fines and other monies due to the Association and currently has no disciplinary action against them on the day of the vote count.

REASON FOR CHANGE: Not previously defined

RECOMMENDED: "Fine" A sum of money exacted as a penalty.

REASON FOR CHANGE: Not previously defined

RECOMMENDED: "Forfeiture of ownership" (1) Owners unpaid monies on their undivided interest for a period of two (2) years, their deed will revert back to Unicoi Springs Camps Resort. (2) The final step in Board driven disciplinary actions after the Board has exhausted all other disciplinary actions.

REASON FOR CHANGE: Not previously defined

RECOMMENDED: "Golf Carts" is a small, gas or electric, three or four wheeled devices designed to accommodate up to four people. U Numbers must be prominently displayed to the front of the Golf Cart.

REASON FOR CHANGE: Not previously defined

RECOMMENDED: "Guest" Anyone who does not fall within the family member as defined in Article 2, Section 6.

REASON FOR CHANGE: Not previously defined

RECOMMENDED: "On/off fees" are defined as the amount payable to Unicoi Springs Camp Resort, to move an Owner's recreational vehicle, at the Owner's request, from one location to another

REASON FOR CHANGE: On/off fees have been defined in the By Laws but never defined in the Covenants.

PRESENT: (e) "Owner" shall mean the Owner of an Undivided Interest.

RECOMMENDED: "Owner" the person(s) whose name(s) appear on the Unicoi Spring Camp Resort Deed.

REASON FOR CHANGE: Not previously defined

RECOMMENDED: "Permit Storage" is designated area that may be available for storing Owners camper/golf cart/trailer and other Owners' property approved in the Rules and Regulations. In order to utilize Permit Storage, you must be approved and have a contract, for storage permit.

REASON FOR CHANGE: Previously not defined

PRESENT: (f) **“Plat”** shall mean that certain Plat recorded in Plat Book 16, Page 73, of the White County, Georgia, and such future plats as might be recorded in White County, Georgia, by the Declarant in accordance with Article V, Section 1 and 2, hereof.

RECOMMENDED: **“Plat”** shall mean that certain Plat recorded in Plat Book 16, Page 73, of the White County, Georgia, and such future plats as might be recorded in White County, Georgia. A. 1/3000 INTEREST IN AND TO: ALL THAT TRACT or parcel of land lying and being in Land Lot 8 of the 3rd Land District of White County, Georgia, being Tract A as shown on a plat of Survey prepared for Unicoi Springs Camp Resort, said plat being dated July 1, 1983 and revised July 17, 1984, as prepared by R. N. Johnson & Associates, G. Tim Conkle, Registered Land Surveyor Number 2001, said plat being recorded in Plat Book 16,) Page 154, of the Office of the Clerk of Superior Court of White County, Georgia to which said plat reference is hereby made for a more complete description. SAID INTEREST being known as Unit Number of Unicoi Springs Camp Resort.

REASON FOR CHANGE: Updated description presently owned property deed per White County

RECOMMENDED: **“Policies”** A guided principle used to set action(s) at Unicoi Springs Camp Resort

REASON FOR CHANGE: Previously not defined

RECOMMENDED: **“Procedures”** An established or official way of doing something

REASON FOR CHANGE: Previously not defined

RECOMMENDED: **“Recovery of Deed”** Deed can be recovered to Unicoi Springs Camp Resort

- a) Failure to pay all monies/fees within two years of due date
- b) Board approved recovery for breeches of Rules and Regulations
- c) Owner can voluntarily return Deed to the Unicoi Springs Camp Resort

REASON FOR CHANGE: Previously not defined

RECOMMENDED: **“Rental Unit”** is defined as a towable camper or structure owned by the Association. To use a Rental Unit the Owner must pay the applicable charge per night rental fee set by the Board of Directors through Fee Schedule plus the required portion of the Owner’s “use period” which will be deducted from his/her monthly total.

REASON FOR CHANGE: Rental Unit has been defined in the By Laws but never defined in the Covenants.

RECOMMENDED: **“Reservation Fee”**

REASON FOR CHANGE: Previously not defined

RECOMMENDED: “Temporary Storage” is designated area that may be available for storing property as approved by Rules and Regulations on a temporary basis.

REASON FOR CHANGE: Previously not defined

RECOMMENDED: “U Number” is the unit number assigned by Unicoi Springs Camp Resort to the Deed.

REASON FOR CHANGE: Previously not defined

PRESENT: (g) “Undivided Interest” shall mean an undivided fractional interest as tenant-in-common in Unicoi Springs Camp Resort or a phase thereof. AMENDED August 1, 1984: No undivided fractional interest as tenant in common in an amount smaller than 1/3,000 interest shall be created in Unicoi Springs Camp Resort without the written consent of Declarant, any lender holding a security deed covering unsold Undivided Interests and any holder as collateral of a deed to secure debt or other security instrument generated in connection with the conveyance of an Undivided Interest to an Owner.

RECOMMENDED: “Undivided Interest” shall mean an undivided fractional interest as tenant-in-common in Unicoi Springs Camp Resort or a phase thereof. No undivided fractional interest as tenant in common in an amount smaller than 1/3,000 interest shall be created in Unicoi Springs Camp Resort.

REASON FOR CHANGE: Declarant is no longer associated with Unicoi Springs Camp Resort Owner’s Association.

PRESENT: (h) “Unicoi Springs Camp Resort” shall mean the parcel of land located in the County of White, State of Georgia, described in Exhibit “A”, attached hereto and made a part hereof, together with all present and future Properties, Camping Sites and further improvements as may now or may hereafter be subjected to the terms of this Declaration.

RECOMMENDED: “Unicoi Springs Camp Resort” shall mean the parcel of land located in the County of White, State of Georgia, described in Exhibit “A” and “B”, attached hereto and made a part hereof, together with all present and future Properties, Camping Sites/Rental Units and further improvements as may now or may hereafter be subjected to the terms of this Declaration.

REASON FOR CHANGE: Incorporating additional properties

PRESENT: (l) “Use Period” shall mean a period of any fourteen (14) days out of any thirty (30) day period, subject to such check-in and check-out times as may be established by the Association with the concurrence of the Declarant, so long as Declarant owns any Undivided Interest. A use period may be used by the Owner of an Undivided Interest in daily, weekly, or other increments as may be available for reservation and reserved by such Owner such that an Owner of an Undivided Interest may use his use

period as he or she may desire, subject to availability and prior reservation, so long as use does not exceed fourteen (14) days use out of any thirty (30) day period.

RECOMMENDED: “Use Period” shall mean a period of any fourteen (14) days out of any **calendar month**, subject to such check-in and check-out times as may be established by the Association. A use period may be used by the Owner of an Undivided Interest in daily, weekly, or other increments as may be available for reservation and reserved by such Owner, subject to availability and prior reservation, so long as use does not exceed fourteen (14) days use out of any **calendar month**.

REASON FOR CHANGE **Calendar month is less confusing than use of 30 days. We are no longer associated with Declarant.**

RECOMMENDED: “Vehicle” **Means of carrying or transporting people which includes automobiles, trucks, vans, golf carts, buses, motor cycles (other than the camping unit).**

REASON FOR CHANGE: **Previously not defined**

Article II **Use and Ownership**

PRESENT: Section 1. **Use.** Unicoi Springs Camp Resort shall be used solely for hiking, camping, fishing, swimming, and other recreational uses normally associated with camping or as authorized by the Association. No aboveground or underground structure or fixture of any kind or nature and no fences of any kind shall be constructed, maintained, or permitted upon any portion of Unicoi Springs Camp Resort without the express prior written approval of the Association or as may be installed by Declarant. No use may be made or no vehicle or other personal property placed, stored, kept, or permitted to be maintained upon any portion of Unicoi Springs Camp Resort, except within Camping Sites, as designated on the Plat. No Camping Site may be used or occupied by any Owner unless and until such Owner has complied with the reservation procedure, as hereinafter provided. No portion of Unicoi Springs Camp Resort shall be used in such a manner as to obstruct or interfere with the use and enjoyment by the Owners of any Camping Site other than the Camping Site as might be reserved lawfully by an Owner, nor shall any nuisance or illegal activity be permitted to occur or be committed upon any Camping Site or within Unicoi Springs Camp Resort. AMMENDED April 16, 1984: Unless otherwise designated, a Charter Member by the Declarant, an Owner’s right to use the recreational amenities and facilities and Common Area within Unicoi Springs Camp Resort is limited to use during his or her period of occupancy of a Camping Site at Unicoi Springs Camp Resort. A Charter Member of the Association shall have a right of use and enjoyment of all recreational amenities and facilities and Common Area within Unicoi Springs Camp Resort, on a continuous basis, whether in occupancy of a Camping Site or not; provided, however, by a vote of a majority of all Owners (together with, at all times, the concurrence of the Declarant so long as Declarant owns any Undivided Interest in the camp resort), the use and enjoyment rights of a Charter Member may be altered, but in no case to be more restrictive than the use and enjoyment rights of Members who are not Charter Members.

RECOMMENDED: Section 1. **Use.** Unicoi Springs Camp Resort shall be used solely for hiking, camping, fishing, swimming, and other recreational use normally associated with camping or as authorized by the Association. No aboveground or underground structure or fixture of any kind or nature and no fences of any kind shall be constructed, maintained, or permitted upon any portion of

Unicoi Springs Camp Resort without the express prior written approval of the Association. No Camping Site/**Rental Unit** may be used or occupied by any Owner unless and until such Owner has complied with the reservation procedure. No portion of Unicoi Springs Camp Resort shall be used in such a manner as to obstruct or interfere with the use and enjoyment by other Owners of any Camping Site/**Rental Unit** other than the Camping Site/**Rental Unit** as might be reserved lawfully by an Owner, nor shall **any disorderly conduct** or illegal activity be permitted to occur or be committed upon any Camping Site/**Rental Unit** or within Unicoi Springs Camp Resort. Unicoi Springs Camp Resort Maintenance Staff may move stored campers on site before the Reservation Period.

REASON FOR CHANGE: No longer have a Charter Members; we have rental units and storage areas at USCR. Staff is able to timely move campers from Storage.

PRESENT: Section 2. **Reservations Procedure.** AMMENDED April 16, 1984, Prior to use of any Camping Site, an Owner must, in accordance with the then existing rules and regulations of the Association, reserve use of a Camping Site. No specific Camping Site may be reserved for use, and each reservation shall only be for reservation of an available Camping Site upon check-in at the Unicoi Springs Camp Resort or such office designated by the Association. A reservation may be made for such period of time as desired by the Owner; provided, however, no Owner shall exceed use of a Camping Site beyond the use period of fourteen (14) days out of any thirty (30) day period. A use period may be split or divided into segments of days as desired by the Owner of the Undivided Interest, so long as no greater use than fourteen (14) days out of any thirty (30) day period occurs. Once reserved, the Camping site must be occupied by the Owner or an approved lessee or guest in accordance with the terms hereof during the time reserved within the use period. Reservation procedures established in accordance with the rules and regulations of the Association may prescribe different requirements of registration for Charter Members from other Members. Upon taking occupancy of a Camping Site, the Owner of the Undivided Interest is entitled to the exclusive use and occupancy for that Camping Site for the entire reserved portion of the use period and in the event of the Owner's removal from or abandonment of the Camping Site during the reserved time, the Camping Site shall be returned to available inventory for reservation by other Owners. Reservations may not be made for more than sixty (60) days in advance of use; provided, however, the rules and regulations of the Association as approved by the manager handling reservations, if any, may prescribe a lesser time period for Charter Members, other Members, or both, in advance of use as authorized for reservations. AMMENDED June 15, 1988 "Occupied" shall not mean the storing, parking or abandoning of any vehicle, trailer or other personal property at the reserved Camping Site and shall require that the Owner, or the approved lessee or guest, actually occupy the reserved camping site during each night of the reserved period.

RECOMMENDED: Section 2. **Reservations Procedure.** Prior to use of any Camping Site/**Rental Unit**, an Owner must, in accordance with the then existing Rules and Regulations of the Association, reserve use of a Camping Site/**Rental Unit**. A specific Camping Site/**Rental Unit** may be reserved for use **up to 60 days in advance**, and each reservation shall only be for reservation of an available Camping Site/**Rental Unit**. A reservation may be made for fourteen (14) days per **calendar month for each Undivided Interest** in accordance with the published Rules and Regulations. A use period may be split or divided into segments of days as desired by the Owner of the Undivided Interest, so long as no greater use than fourteen (14) days out of **any calendar month for each Undivided Interest**. **A Reservation Fee may be assessed for each day of reservation**. Once reserved, the Camping Site must be occupied by the Owner or an approved guest in accordance with the terms hereof during the time reserved within the use Period. Upon taking occupancy of a Camping Site, the Owner of the Undivided Interest is entitled to

the exclusive use and occupancy for that Camping Site for the entire reserved portion of the use period and in the event of the Owner's removal from or abandonment of the Camping Site during the reserved time, the Camping Site shall be returned to available inventory for reservation by other Owners. "Occupied" shall not mean the storing, parking or abandoning of any vehicle, trailer or other personal property at the reserved Camping Site and shall require that the Owner, or the approved guest, actually occupy the reserved camping site during each night of the reserved period.

REASON FOR CHANGE: Use of a calendar month is less confusing than 30-day period. We no longer have Charter members. We have added Rental Units and reservation fees.

RECOMMENDED: Days Out/Sites Left Unattended. Days out are regulated by Rules and Regulations. Owners must sign out upon leaving Unicoi Springs Camp Resort and sign in upon return to Unicoi Springs Camp Resort.

REASON FOR CHANGE: Previously not defined

PRESENT: Section 3. **Limitation on Use.** AMMENDED APRIL 16, 1984, Ownership of an Undivided Interest shall entitle an Owner to use of a Camping Site within Unicoi Springs Camp Resort for a maximum of fourteen (14) days out of any thirty (30) day period. A "use period" or any portion thereof, is usable only during the designated season as may then be included in the then current Rules and Regulations of the Association. As of the date hereof, the rules and regulations of the Association provide (and as herein provided in the absence of such rules) that the designated season of use is from March 15 to December 31. Such season is changeable by the Association by amendment to such rules; provided, however, the Association shall not reduce the period of designated use to a period less than March 15 through December 31 without the prior written consent of a majority of the Owners of Undivided Interests other than the Declarant and, provided further, that for a period of seven (7) years from the date hereof, the designated season shall not be changed without the prior written consent of the Declarant. Each and every Owner by acceptance of the deed to an Undivided Interest does, without further act, thereby waive and renounce use of his or her Undivided Interest other than as herein provided.

RECOMMENDED: Section 3. **Limitation on Use.** Ownership of an Undivided Interest shall entitle an Owner to use a Camping Site/Rental Unit within Unicoi Springs Camp Resort for a maximum of fourteen (14) days for each undivided interest out of any calendar month for each Undivided Interest. A "use period" or any portion thereof, is usable only during the designated season as may then be included in the then current By Laws of the Association. Such season is regulated by the By Laws of the Association by voting; provided, however, the Association shall not reduce the period of designated use to a period less than March 15 through December 31 without the prior written consent of a majority of those Undivided Interests voting provided a quorum is reached. Each Undivided Interest shall be entitled to one equally weighted vote, which vote may be cast by the Owner as provided in Article III. Section 2. Voting Rights.

REASON FOR CHANGE: Use of a Calendar month is easier than a 30-day period. Added Rental unit. Defined the season of use and that it will be regulated through the By Laws.

PRESENT: Section 4. **Ownership.** Fee simple title to the Unicoi Springs Camp Resort shall be vested in the Owners in Undivided Interests. Each and every Owner of an Undivided Interest does, by acceptance of a deed to an Undivided Interest, covenant and agree that no Owner shall seek partition of their Undivided Interest from the remaining Undivided Interests within Unicoi Springs Camp Resort until such time as these covenants might expire as provided in Article IX hereof. Furthermore, each and every Owner, by acceptance of a deed to any Undivided Interest, does thereby agree that no singular Undivided Interest shall be further divided, partitioned or in any way fractionalized.

NO CHANGES AT THIS TIME

PRESENT: Section 5. **Camping Sites.** As of the date of the recording of this Declaration, the number of Camping Sites existing at Unicoi Springs Camp Resort is that number as evidence on the Plat as originally recorded prior to the date or simultaneously with the recording of this Declaration in the White County, Georgia Records. Each Owner, by acceptance of a deed to any Undivided Interest in Unicoi Springs Camp Resort, does acknowledge, consent, and agree that the number of Camping Sites on the property described in Exhibit "A" to a maximum number not to exceed three hundred (300) Camping Sites as provided for in Article V hereof.

RECOMMENDED: Section 5. **Camping Sites.** As of the date of the recording of this Declaration, the number of Camping Sites existing at Unicoi Springs Camp Resort is that number as evidence on the Plat as originally recorded prior to the date or simultaneously with the recording of this Declaration in the White County, Georgia Records. Each Owner, by acceptance of a deed to any Undivided Interest in Unicoi Springs Camp Resort, does acknowledge, consent, and agree that the number of Camping Sites on the property described in Exhibit "A" is a maximum number not to exceed three hundred (300) Camping Sites.

REASON FOR CHANGE: We are now fully established.

PRESENT: Section 6. **Use by Owners, Family Members, Guest and Lessees.** Owners are responsible for their actions and conduct and that of their family and guest. Unicoi Springs Camp Resort is not responsible for personal property left on Unicoi Springs Camp Resort premises or for vehicles parked on Unicoi Springs Camp Resort premises. All persons using the Unicoi Springs Camp Resort facilities do so at their own risk and the Unicoi Springs Owners Association does not assume any responsibility from the use of the facilities or from engaging in any activity at Unicoi Springs Camp Resort.

AMMENDED April 16, 1984, deleted in its entirety). **AMENDED JULY 14, 1986:** Subject to Article II, Section 7 below, owners, their spouses and family members and permitted lessees and guests as authorized by the Unicoi Springs Owners Association's Rules and Regulations or the managing agent are entitled to the rights and privileges of use as might be accorded member hereunder; provided family members using the resort without the titled owner being present may be limited or regulated by the Association's Rules and Regulations. Family members shall be defined as those who are related to the Owner by marriage, adoption or blood, who are living as their primary place of residence within the same household as the Owner, and who are under the age of 21 (twenty-one). Household means within the same living accommodation and under the same dwelling roof. Declarant may authorize use of any undivided interest owned by Declarant to guests, tenants or others.

RECOMMENDED: Section 6. **Use by Owners, Family Members and Guest.** Owners are responsible for their actions and conduct and that of their family and guest. Unicoi Springs Camp Resort is not responsible for personal property left on the Unicoi Springs Camp Resort premises or for vehicles parked on the Unicoi Springs Camp Resort premises. All persons using the Unicoi Springs Camp Resort facilities do so at their own risk and the Unicoi Springs Owners Association does not assume any responsibility from the use of the facilities or from engaging in any activity at Unicoi Springs Camp Resort.

Subject to Article II, Section 7 below, owners, their spouses, **family members and guests** as authorized by the Unicoi Springs Owners Association's Rules and Regulations or the **entity representative** are entitled to the rights and privileges of use as might be accorded member hereunder; provided family members using the Unicoi Springs Camp Resort without the titled owner being present may be limited or regulated by the Association's Rules and Regulations. Family members shall be defined as those who are immediate family (being children or parents).

REASON FOR CHANGE: **Better definition of who is family; no longer have a Declarant**

PRESENT: Section 7. **Restrictions On Use By Owners.** Use of an Undivided Interest in Unicoi Springs Camp Resort shall be subject to the following:

(a) Ownership of an Undivided Interest shall not be regulated, and any legal entity may own any Undivided Interest in Unicoi Springs Camp Resort.

(b) AMENDED JULY 14, 1986, ARTICLE II, SECTION 7, Use of an undivided interest shall, however, be limited as follows:

(I) Except in the case of use by a family together and at one time, and as further restricted in (ii) of this subparagraph (b) below, use of an undivided interest shall not exceed five (5) people at any one time. A "family" for the purposes hereunder, means any number of related people living as their primary place of residence within the same household as the Owner and a group, not exceeding five (5), of unrelated people. "Related" for purposes hereof, means related by marriage, adoption, or blood, and, in all cases, living as their primary place of residence in the same household as Owner. "Household" for purposes hereunder, means within the same living accommodation and under the same dwelling roof.

(II) A corporation, partnership, or other legal entity, or multiple owners (being more than one (1) natural person or a husband and wife as might own an undivided interest) may use an undivided interest in accordance with the terms of this subparagraph. Such corporation, partnership, or other legal entity, or such multiple owners, shall, during the first ten (10) days of a calendar year or, within the first ten (10) days following acquisition of an undivided interest, designate to the managing agent of the Owners Association, or if such managing agent is not serving, to the Owners Association, Board of Directors one (1) representative thereof. Such representative may use the undivided interest on behalf of the corporation, partnership, or other legal entity or on behalf of such multiple owners, for the following calendar year or upon acquisition for the period of time through the commencement of a new calendar year at which time a new designee shall be made. Such designee, together with their husband or wife and family members of the designee who reside with such designee within the same household shall be authorized to use the undivided interest during the time designated. "Family

members” and “household” shall be defined as provided in Section 6 of this article II, provided such definitions shall relate to the designate.

RECOMMENDED: Ownership of an Undivided Interest shall be regulated not to exceed five (5) Undivided Interest and no legal entity may own any Undivided Interest in Unicoi Springs Camp Resort with the exception of any Owner or existing legal entity as of the ratification date of this Declaration shall be grandfathered in. Number of occupants allowed per camper/rental site may be limited through Rules and Regulations.

REASON FOR CHANGE: Regulating entities and number of ownerships; allowed Rules and Regulations to regulate number of occupants allowed on each site.

Section 8. Restrictions On Use of Camping Sites/Rental Units.

PRESENT: (a) No portable latrines or other systems for deposit of defecation material are authorized on any Camping Site other than as may be permanently attached and enclosed within a recreational vehicle and attachable to a Camping Site sanitary sewage system receptacle, if any. Comfort stations are provided throughout Unicoi Springs Camp Resort for use by Owners.

RECOMMENDED: (a) No portable latrines or other systems for deposit of defecation material are authorized on any Camping Site other than as may be permanently attached and enclosed within a recreational vehicle and attachable to a Camping Site sanitary sewage system receptacle, if any. Comfort stations are provided throughout Unicoi Springs Camp Resort for use by Owners.

REASON FOR CHANGE: no change

PRESENT: (b) Each Camping Site is supplied with a wood picnic table, and various Camping Sites have wood decks and/or concrete pads. No wood picnic table or wood deck shall be cut, axed, chopped, carved, or in any way damaged or mutilated, including, but not limited to, damaged or mutilated for use as firewood.

RECOMMENDED: (b) Each Camping Site/Rental Unit is supplied with a wood picnic table, and various Camping Sites/Rental Units have wood decks and/or concrete pads. Nothing on the site shall be cut, axed, chopped, carved, or in any way damaged or mutilated; nor altered or changed in any way without approval by the Maintenance Staff, Board.

REASON FOR CHANGE: Added rental units and better defined restrictions on Camping Sites/Rental Units.

PRESENT: (C) All trash, garbage, and rubbish shall be deposited in dumpsters as existing throughout Unicoi Springs Camp Resort on a daily basis. No owner may allow the accumulation of trash, garbage, or

rubbish on the Camping Site. Upon termination of use of a Camping Site, an Owner shall leave such Camping Site in a condition at least as good as the condition as existing upon the arrival of the Owner and the Owner shall remove all trash, rubbish and garbage to centralized dumpsters existing throughout Unicoi Springs Camp Resort.

RECOMMENDED: (c) All trash, garbage, and rubbish shall be deposited in dumpsters. No owner may allow the accumulation of trash, garbage, or rubbish on the Camping **Site/Rental Unit**. Upon termination of use of a Camping Site/**Rental Unit**, an Owner shall leave such Camping Site/**Rental Unit** in a condition at least as good as the condition as existing upon the arrival of the Owner.

REASON FOR CHANGE: **Method of trash collection has changed**

PRESENT: (d) Camping and occupancy at Unicoi Springs Camp Resort shall be limited to designated Camping Sites as shown on the Plat.

RECOMMENDED: (d) Camping and occupancy at Unicoi Springs Camp Resort shall be limited to designated Camping Sites as shown on the Plat.

NO CHANGES AT THIS TIME

PRESENT: (e) Upon termination of use of a Camping site by Owner, all fires shall be adequately extinguished so as to prevent the spread of fire, and no Owner shall leave a fire smoldering or unattended for any period of time.

RECOMMENDED: (e) Upon termination of use, all fires shall be adequately extinguished so as to prevent the spread of fire, and no Owner shall leave a fire smoldering or unattended for any period of time. **Rules and Regulations may limit areas or types of fire throughout the Resort.**

REASON FOR CHANGE: **Fire safety throughout the Unicoi Springs Camp Resort.**

PRESENT: (f) No Owner shall use any clothes drying lines on any Camping Site, nor hang any laundry to dry within a Camping Site, other than in an area as might be necessary within the Camping Site and removed from the view of other Camping Sites and the roads throughout Unicoi Springs Camp Resort.

REASON FOR CHANGE: **DELETE in its entirety.**

REASON FOR CHANGE: **This item is covered under Rules and Regulations**

PRESENT: (g) No digging, excavation, alteration of the terrain, or other activity which shall alter the natural condition of a Camping Site shall be done by any Owner other than such normal staking of tents or other camping equipment as normally accompanies the use of a Camping Site.

RECOMMENDED: (g) No digging, excavation, alteration of the terrain, or other activity which shall alter the natural condition of a Camping Site/**Rental Unit** shall be done by any Owner other than such normal

staking of tents or other camping equipment as normally accompanies the use of a Camping Site/**Rental Unit unless permission is granted by Grounds Director, Maintenance Manager or Board of Directors.**

REASON FOR CHANGE: To insure chain of command

PRESENT: (h) Each Owner shall assure that any running water available to Camping Site is adequately turned off upon termination of occupancy of a Camping Site.

RECOMMENDED: (h) Each Owner shall assure that any running water available to Camping Site/**Rental Unit** is adequately turned off upon termination of occupancy of a Camping Site/**Rental Unit. Sewer caps need to be placed on the sewer line and circuit breakers turned off.**

REASON FOR CHANGE: Added Rental Unit and ensuring safety of site.

PRESENT: (i) There shall be no littering along hiking paths or roads as might exist throughout Unicoi Springs Camp Resort.

RECOMMENDED: (i) There shall be no littering throughout Unicoi Springs Camp Resort.

REASON FOR CHANGE: Entire Unicoi Springs Camp Resort needs to be adequately maintained

PRESENT: (j) No Owner may use a Camping Site on which a camper has been placed by the Declarant or any agent of the Declarant unless and until designated deposits and rental fees for use of existing campers have been paid by such Owner.

RECOMMENDED: (j) No Owner may use a Camping/**Rental Site unless all fees and fines have been paid by such Owner and has an approved reservation.**

REASON FOR CHANGE: Declarant no longer involved; fees must be paid and a reservation obtained

PRESENT: (k) AMENDED APRIL 16, 1984. A lessee or guest of any Owner of an Undivided Interest, other than the Declarant, shall not be authorized to use a Camping Site unless the Owner of the Undivided Interest who is extending use of the Undivided Interest to such lessee or guest is personally present upon check-in of the lessee or guest at the Unicoi Spring Camp Resort or other designated office of the Association established for check-in of use of a Camping Site.

RECOMMENDED: (k) A guest of any Owner of an Undivided Interest shall not be authorized to use a Camping Site/**Rental Unit** unless the Owner of the Undivided Interest who is extending use of the Undivided Interest to such guest is personally present and signs in the guest upon check-in of the lessee or guest at the Unicoi Spring Camp Resort or other designated office of the Association established for check-in of use of a Camping Site/**Rental Unit.**

REASON FOR CHANGE: Added Rental Unit; removed lessee; no longer have a Declarant. Board is working on Rules and Regulations; look at lessees after review.

PRESENT: Section 9. **Declarant's Rights.** Despite any restriction contained herein on use of the property, Declarant has reserved unto itself certain rights as contained herein regarding use of the property and future development of Unicoi Springs Camp Resort. Declarant's reserved rights hereunder shall not be diminished, altered or modified by inclusion of any restriction on use of the property herein provided.

DELETE IN ITS ENTIRETY

REASON FOR CHANGE: No longer have a Declarant

PRESENT: Section 10. AMENDED June 15, 1988 **Condition Precedent To Use of a Camping Site By An Owner.** So long as not prohibited by law, payment of the assessments and charges in accordance with the terms of this Declaration is a condition precedent to an owner's use, occupancy, or enjoyment of each or any Undivided Interest, the common area of Unicoi Springs Camp Resort, and other rights associated with ownership of an Undivided Interest. Accordingly, no owner may use his undivided interest in the event he owes any assessments or charges provided for hereunder. Each owner hereby agrees to this Covenant and agrees to a waiver of any use rights of his Undivided Interest in the event he owes any assessment or charges as provided for hereunder. An Owner who owes any assessments or charges and attempts to use an undivided interest shall be considered a trespasser. Moreover, each owner shall stay and remain current in all payments of security deed obligations as may exist against his or her ownership interest. In the event an owner is not current in payment of any security deed obligation, the managing agent may prevent and restrain occupancy and use of the Undivided Interest until such time as the owner is current.

RECOMMENDED: Section 10. **Condition Precedent To Use of a Camping Site/Rental Unit By An Owner.** So long as not prohibited by law, payment of the assessments and charges in accordance with the terms of this Declaration is a condition precedent to an owner's use, occupancy, or enjoyment of each or any Undivided Interest, the common area of Unicoi Springs Camp Resort, and other rights associated with ownership of an Undivided Interest. No owner may use his undivided interest in the event he owes any assessments or charges provided for hereunder. Each owner hereby agrees to this Covenant and agrees to a waiver of any use rights of his Undivided Interest in the event he owes any assessment or charges as provided for hereunder. An Owner who owes any assessments or charges and attempts to use an undivided interest shall be considered a trespasser and may be prosecuted. Moreover, each owner shall stay and remain current in all payments of deed obligations as may exist against his or her ownership interest. In the event an owner is not current in payment of any deed obligation, the managing agent may prevent and restrain occupancy and use of the Undivided Interest until such time as the owner is current. **Any Undivided Interest which are more than two years in arrears with their assessments, fees or fines will forfeit their deed(s) back to Unicoi Springs Camp Resort.**

REASON FOR CHANGE: Operational budget comes from assessments and fees; removed security from deed as some deeds or not security deeds.

11. **RECOMMENDED:** **Administrative Fees.**

(a) Any time a new Owner information needs to be added to our Computer system and/or paperwork, there will be a documentation fee.

(b) Fees may be charged for associated Unicoi Springs Camp Resort expenses. Examples may include, but not limited to, gate card fees, making copies, FAX, credit card fees or amenities.

(c) Fees will be determined by the Board of Directors through Rules and Regulations.

REASON FOR CHANGE: Recovery of operational expenses

Article III

Membership in the Association

PRESENT: Section 1. **Membership.** Every Owner shall, automatically upon becoming a record Owner of an Undivided Interest in Unicoi Springs Camp Resort, be a member of the Association for the period of ownership of an Undivided Interest. Membership shall be appurtenant to and may not be separated from ownership of an Undivided Interest. An Owner shall have one (1) membership for each Undivided Interest as may be owned by such Owner. AMENDED APRIL 16, 1984: An Owner may be designated a Charter Member of the Association by and in the discretion of the Declarant. Charter Membership shall, however, not affect the existing provisions of this Declaration concerning a formula for Owners' votes, assessments or ownership interest for each Undivided Interest owned other than as may be authorized by Article IX, Section 2, of this Declaration concerning amendments.

RECOMMENDED: Section 1. **Membership.** Every Owner shall, automatically upon becoming a record Owner of an Undivided Interest in Unicoi Springs Camp Resort, be a member of the Association for the period of ownership of an Undivided Interest. Membership may not be separated from ownership of an Undivided Interest. An Owner shall have one (1) membership for each Undivided Interest as may be owned by such Owner.

REASON FOR CHANGE: No longer have a Declarant or charter members

PRESENT: Section 2. **Voting Rights.** One (1) vote may be cast with respect to each Undivided Interest owned by each Owner other than Declarant. Each vote for each Undivided Interest owned by an Owner other than Declarant is equal in weight to each other vote for each Undivided Interest owned by each Owner other than the Declarant. In the event there is more than one (1) Owner of an Undivided Interest, the vote for such Undivided Interest shall be cast as the Owners thereof among themselves determine and in the event the Owners cannot reach a consensus as to how the vote shall be cast, no vote shall be counted. The Association is authorized to accept the vote for an Undivided Interest from one Owner in the event of multiple ownership of an Undivided Interest if it is represented to the Association that such person is the lawful representative of all Owners of that Undivided Interest and no objection is raised by any other Owner. Exercise of voting rights shall be further regulated by the provisions of the By-Laws of the Association.

RECOMMENDED: Each Undivided Interest shall be entitled to one (1) equally weighted vote, which vote may be cast by the Owner as provided below. When more than one (1) Person owns an Undivided

Interest, the vote for such Undivided Interest shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Undivided Interest. If only one (1) co-owner attempts to cast the vote for an Undivided Interest, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for each Undivided Interest. In the event of disagreement among co-owners and an attempt by two (2) or more of them to cast such vote, such Persons shall not be recognized and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any monies due the Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Declaration, the Bylaws, or any rule of the Association. All Owners must be an eligible voter who is current in all fees, fines and other monies due to the Association and currently has no disciplinary action on the date of the vote count. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum or for purposes of amending Bylaws or the Declaration.

REASON FOR CHANGE: To define clearly voting rights

PRESENT: Section 3. **Declarant Control.** Declarant does hereby reserve and shall have the power to appoint, remove, and replace the members of the Board of Directors of the Association until the first meeting of the members held after the earlier of the following dates:

- (a) the date when Declarant has conveyed eighty (80%) percent of all of the Undivided Interests in the then existing Unicoi Springs Camp Resort unless Declarant’s option to expand Unicoi Springs Camp Resort is unexpired;
- (b) when Declarant has elected to terminate its power to appoint, remove, and replace directors of the Association by written notice to the Association; or
- (c) seven (7) years from the date of the recording of this Declaration.

RECOMMENDED: Delete in its entirety

REASON FOR CHANGE: We no longer have a Declarant

PRESENT: Section 4. **Declarant’s Voting Power.** Declarant shall be entitled to three times the number of votes outstanding at any one time in the Class “A” members of the Association; provided, however, at such time as Declarant’s power to appoint, remove, and replace members of the Board shall be extinguished. Declarant shall have one (1) vote for each Undivided Interest owned.

RECOMMENDED: Delete in its entirety

REASON FOR CHANGE: We no longer have a Declarant

PRESENT: Section 5. **Contracts Entered Into During Period of Declarant Control.** Any management contract, lease of recreational area or facilities or any management contract or any other contract or

lease executed by or behalf of the Association during the period of the Declarant's right to appoint or remove members of the Board of Directors pursuant to the provisions above, shall be subject to cancelation and termination at any time during the (12) twelve months next immediately following the expiration of such control by the affirmative vote of Owners of Undivided Interests to which a majority of the votes in the Association appertain, unless the Owners of Undivided Interest by a like majority shall have prior thereto, following the expiration of such control, expressly ratified and approved the same.

RECOMMENDED: Delete in its entirety

REASON FOR CHANGE: We no longer have a Declarant

Article IV **Property Rights**

PRESENT: Section 1. **Common Area.** Subject to the restrictions herein, each Owner shall have a non-exclusive easement appurtenant to his or her Undivided Interest over and across the Common Area for purposes of ingress, egress, access, and exit from and to the property described on attached Exhibit "A" to, and from any public thoroughfare as may exist adjacent to the Common Area. Furthermore, each Owner shall have a non-exclusive easement appurtenant to his or her Undivided Interest for the use and enjoyment of the Common Area. The Association may, from time to time, reasonably limit the access easement provided for herein by limitation of use to paved areas or other areas of normal travel across the Common Area and furthermore, may, from time to time, reasonably limit the hours of use of the easement of use and enjoyment herein provided.

RECOMMENDED: Section 1. **Common Area.** Subject to the restrictions herein, each Owner shall have a non-exclusive easement appurtenant to his or her Undivided Interest over and across the Common Area for purposes of ingress, egress, access, and exit from and to the property described on attached Exhibit "A" or any additional property purchased or owned by the Association to, and from any public thoroughfare as may exist adjacent to the Common Area. Furthermore, each Owner shall have a non-exclusive easement appurtenant to his or her Undivided Interest for the use and enjoyment of the Common Area. The Association may, from time to time, reasonably limit the access easement provided for herein by limitation of use to paved areas or other areas of normal travel across the Common Area and furthermore, may, from time to time, reasonably limit the hours of use of the easement of use and enjoyment herein provided. **Common Area is defined as that property which is not designated as a campsite or any restricted area designated by the Board of Directors in the Rules and Regulations.**

REASON FOR CHANGE: We now have restricted areas

PRESENT: Section 2. **Camping Resort.** Improvements such as comfort stations, roadways, hiking paths, a lake, and a spring exist throughout Unicoi Spring Camp Resort. Each Owner, during his or her period of occupancy of any Camping Site, shall have, together with all other Owners in occupancy of any Camping Site, the non-exclusive right to use such facilities as such facilities are normally intended to be used. The Association may establish uniform rules and regulations for the use of the improvements located throughout Unicoi Springs Camp Resort and the conduct of persons thereon and may charge uniform fees for the use thereof or for the use of amenities associated therewith.

Any fees so generated shall be funds of the Association and in no way funds of the Declarant or any other entity other than if an amenity provided for use in association with any of the improvements referenced above (i.e., canoe rentals) are operated by an entity independent from the Association.

RECOMMENDED: Section 2. **Camping Resort.** Improvements such as comfort stations, roadways, hiking paths, a lake, and a spring exist throughout Unicoi Spring Camp Resort. Each Owner, during his or her period of occupancy of any Camping Site/**Rental Unit**, shall have, together with all other Owners in occupancy of any Camping Site/**Rental Unit**, the non-exclusive right to use such facilities as such facilities are normally intended to be used. The Association may establish uniform Rules and Regulations for the use of the improvements located throughout Unicoi Springs Camp Resort and the conduct of persons thereon and may charge uniform fees for the use thereof or for the use of amenities associated therewith. Any fees so generated shall be funds of the Association; **unless, there is an amenity provided by any other entity other than the association and operated by that entity other than the association.**

REASON FOR CHANGE:

PRESENT: Section 3. **Conveyance of Common Area.** AMENDED APRIL 16, 1984: Prior to the time of conveyance of the Common Area, Declarant does hereby covenant that the Common Area shall contain a minimum of the following improvements: an existing two-story clubhouse of twenty-four hundred (2,400) square feet with a fifteen hundred (1,500) square foot enclosed balcony (such clubhouse, as of the date of this amendment, presently existing), a retail mercantile store of not less than eight hundred (800) square feet, a management office and registration area, a swimming pool, a tennis court and a community pavilion. Any profit or loss and all decisions regarding operation of the retail mercantile store shall belong to and are the right of the titled owner of the retail mercantile store. At a time, no later than the time that the Declarant's right to appoint, remove, and replace the members of the Board of Directors expires, Declarant does hereby covenant to convey to the Association the Common Area with the improvements above described having been fully completed in accordance with Declarant's plans therefor. Upon conveyance of the Common Area to the Association, the Common Area shall be financially unencumbered. The Association does hereby covenant and agree to accept title to the Common Area when offered.

RECOMMENDED: Section 3. **Common Area Amenities.** **A minimum of the following shall be furnished and maintained by Unicoi Springs Camp Resort: clubhouse, a management office and registration area, a swimming pool, a tennis court, a playground and a community pavilion.**

REASON FOR CHANGE: **We no longer have a Declarant**

Article V
Expansion of Unicoi Springs Camp Resort

PRESENT: Section 1. **In General.** As of the date of the execution of this Declaration, the number of Camping Sites as exists within Unicoi Spring Camp Resort is that certain number shown on the plat recorded as of the date of the recording of this Declaration. Declarant does hereby reserve unto itself and any successors and assigns which it may have in accordance with Article 1, Section 1(d), hereof, the right to increase the number of Camping Sites within the Exhibit "A" property to a maximum total

number of three hundred (300) Camping Sites. Declarant's right, but not obligation, to increase the number of Camping Sites up to and including three hundred (300) Camping Sites within the Exhibit "A" property shall expire seven (7) years from the date of the recording of this Declaration and, through and including such date, Declarant shall have the right to increase the number of Camp Sites on the Exhibit "A" property up to and including three hundred (300) Camping Sites, subject to the following:

(a) Declarant may increase the number of Camping Sites in as many increments of any number desired by Declarant or may increase the number of Camping Sites by one increase, subject, however, to the total number of Camping Sites on the Exhibit "A" property never exceeding three hundred (300) Camping Sites.

(b) No approval of any Owner shall be necessary for the Declarant to increase the number of Camping Sites, so long as Declarant does not increase the number of Camping Sites within the Exhibit "A" property to greater than three hundred (300).

(c) To increase the number of Camping Sites within the Exhibit "A" property, Declarant shall record and file a plat in the Official Records of White County, Georgia, showing the additional Camping Sites as existing within Unicoi Springs Camp Resort. Upon recordation of such plat, such plat shall be included within the definition of "Plat," as defined in Article 1, Section 1(f), of this Declaration. Thereafter, for all purposes and considerations hereunder, such additional Camping Sites shall be considered "Camping Sites," as defined and referenced throughout this Declaration.

Until such time as additional Camping Sites within the Exhibit "A" property are improved and designated on a plat by Declarant, no area within the Exhibit "A" property which is not identified as a Camping Site on a plat as recorded by the Declarant shall be useable as a Camping Site by any Owner other than Declarant or its assignees.

RECOMMENDED: Section 1. **In General.** The number of Camping Sites as exists within Unicoi Spring Camp Resort is 300 camping sites.

REASON FOR CHANGE: There is no longer a Declarant

PRESENT: Section 2. **Annexation of Adjacent Property.** Declarant does hereby reserve for a period of seven (7) years from and after the date of the recording of this Declaration the right, but not the obligation, to annex to the Unicoi Springs Camp Resort and to the terms of this Declaration all or any portion of property which may lie adjacent to and contiguous with any portion of the then existing Unicoi Springs Camp Resort or the Exhibit "A" property. To subject such additional property to the provisions of this Declaration and the Unicoi Springs Camp Resort community, Declarant shall execute and record a supplemental Declaration of Annexation providing that the terms of this Declaration shall, likewise, apply to any and all portions of the property described in such Supplemental Declaration Annexation; provided, however, prior to recordation of such Supplemental Declaration, Declarant shall depict Camping Sites on the property so annexed by recordation of a plat in the same manner as recordation of the Plat designating Camping Sites within the Exhibit "A" property; provided, further, such Declaration of Annexation may contain such provisions as necessary or desirable, in the discretion of the Declarant, to clearly provide for the creation of Undivided Interests being owned in the annexed property by only the owners, thereof who need not have an Undivided Interest in the Exhibit "A" property. From and after annexation as herein provided, such additional Camping Sites shall be

considered "Camping Sites" as defined and referenced throughout this Declaration available for use by the Owners of Undivided Interests.

RECOMMENDED: Section 2. **Annexation of Adjacent Property.** Unicoi Springs Camp Resort Owners Association does hereby reserve **the right to expand property annexation to the Resort and will declare the use on the Plat.** To subject such additional property to the provisions of this Declaration and the Unicoi Springs Camp Resort, **Unicoi Springs Camp Resort Owners Association** shall execute and record a supplemental Declaration of Annexation providing that the terms of this Declaration shall, likewise, apply to any and all portions of the property described in such Supplemental Declaration Annexation; provided, however, prior to recordation of such Supplemental Declaration, Unicoi Springs Camp Resort Owners Association shall depict Camping Sites/**storage or use of** the property so annexed by recordation of a plat in the same manner as recordation of the Plat designating Camping Sites within the Exhibit "A" property; provided, further, such Declaration of Annexation may contain such provisions as necessary or desirable, in the discretion of the Unicoi Springs Camp Resort Owners Association, to clearly provide for the creation of Undivided Interests being owned in the annexed property by only the owners thereof who need not have an Undivided Interest in the Exhibit "A" property. From and after annexation as herein provided, such additional Camping Sites shall be considered "Camping Sites" as defined and referenced throughout this Declaration available for use by the Owners of Undivided Interests.

REASON FOR CHANGE: **No Longer Have a Declarant and Exhibit A is not the only document that defines our property.**

Article VI **Easement Rights**

PRESENT: Section 1. **Declarant Easements.**

(a) Declarant does hereby reserve an easement on, upon, over, under, and across all that property described on attached Exhibit "A" and attached Exhibit "B" for the purpose of making improvements on the property described on Exhibit "A", the property described on Exhibit "B", and on any additional property which may now or hereafter become subject to the terms of this Declaration and for the purpose of doing all things reasonably necessary and proper in connection therewith, including, but not limited to, construction, excavation, landscaping, terrain alteration, sloping, installation of water lines and utility lines. Improvement by installment of Camping Sites, roads, and facilities similar to those as exist on the developed portions of the Exhibit "A" or the Exhibit "B" property.

(b) The Declarant and its duly authorized agents, representatives, and employees, for its benefit and the benefit of its successors and assigns who come to stand in the same relation as the Declarant does to the Exhibit "A" and Exhibit "B" property, does hereby reserve an easement for the maintenance of a sales office, marketing rooms, and, furthermore, for the purpose of entry, access, ingress, and exit from and to all improvements, Camping Sites, and parts of the Exhibit "A" and Exhibit "B" property for the purposes of the sale of Declarant interests in the Exhibit "A" property or any property which may hereafter become subject to the terms of this Declaration, so long as the Declarant, owns any interest in the Exhibit "A" property, the Exhibit "B" property, or any property which is subject to the terms of this Declaration or which may become subject to the terms of this Declaration.

RECOMMENDED: Section 1. **Unicoi Springs Camp Resort Easements.** Unicoi Springs Camp Resort Owners Association does hereby reserve an easement on, upon, over, under, and across all that property described on attached Exhibit "A", Exhibit "B" and an existing or future property Exhibits for the purpose of making improvements on the property described on Exhibit "A", the property described on Exhibit "B", and on any additional property which may now or hereafter become subject to the terms of this Declaration and for the purpose of doing all things reasonably necessary and proper in connection therewith, including, but not limited to, construction, excavation, landscaping, terrain alteration, sloping, installation of water lines and utility lines and improvements by installment of Camping Sites, roads, and facilities similar to those as exist on the developed portions of the Exhibit "A", Exhibit "B" or or other property Exhibits.

REASON FOR CHANGE: No longer have a Declarant and we have obtained additional property

PRESENT: Section 2. **Easement in Association.** By execution hereof, Declarant does hereby bargain, convey, and hypothecate to the Unicoi Springs Owners Association, Inc., an easement for entry, access, ingress, and exit over and on the Exhibit "A" property for the purpose of performance of any and all responsibilities given to the Association with respect to the Exhibit "A" property by the terms hereof, by the Association's Articles of Incorporation, or by the Association's By-Laws, or by any other written instrument by which the Association assumes responsibility for any activity relating to the Exhibit "A" property, including, but not limited to, maintenance, repair, and replacement of facilities located thereon. No Owner shall interfere, obstruct, or impede in any way whatsoever the Association's easement hereunder, nor shall any Owner have any rights to direct or monitor any of the Association's activities or responsibilities performed under this easement.

RECOMMENDED: Section 2. **Easement in Association.** The Unicoi Springs Owners Association, Inc., an easement for entry, access, ingress, and exit over and on the Exhibit "A" or any other Property Exhibits for the purpose of performance of any and all responsibilities given to the Association with respect to the property by the terms hereof, by the Association's Articles of Incorporation, or by the Association's By-Laws, or by any other written instrument by which the Association is responsible for any activity relating to the property Exhibits, including, but not limited to, maintenance, repair, and replacement of facilities located thereon. No Owner shall interfere, obstruct, or impede in any way whatsoever the Association's easement hereunder, nor shall any Owner have any rights to direct or monitor any of the Association's activities or responsibilities performed under this easement.

REASON FOR CHANGE: No longer have a Declarant and properties have expanded

PRESENT: Section 3. **Reserved Rights of Declarant.** Declarant does hereby reserve the right to grant easements, licenses, and similar use rights over, upon, and across the Exhibit "A" property or any other portion of Unicoi Springs Camp Resort in which the Undivided Interests might exist for purposes of continued development of the Unicoi Spring Camp Resort and adjacent properties as might be made a part of the Resort such that, by way of example and not limitation, Declarant shall retain the right, regardless of transfers of Undivided Interests in the Exhibit "A" property or any other portion of Unicoi Springs Camp Resort, to convey easements, licenses, or other similar use rights to third parties over, across and on the Exhibit "A" property or any other portion of Unicoi Springs Camp Resort for utilities, and other services for the benefit of the Unicoi Spring Camp Resort or the Declarant's further development of the Unicoi Springs Camp Resorts or adjacent properties. By acceptance of a deed to any

Undivided Interest, each Owner does hereby consent to, and by these presents does hereby appoint the Declarant as their attorney-in-fact for the purposes of granting such easements, licenses, or similar use rights in accordance with the terms of this Section. Furthermore, Declarant does hereby reserve unto itself and any and all Owners of interests in any property that may become a part of Unicoi Springs Camp Resort pursuant to Article V hereof an easement of use and enjoyment to all Camp Sites, improvements, amenities, and parts of the Exhibit "A" property and the Exhibit "B" property (the Common Area), it being expressly reserved that the scope of such easement shall include all such Owners of Interests.

RECOMMENDED: Section 3. **Reserved Rights of Unicoi Springs Camp Resort Association.** **Unicoi Springs Camp Resort Association** does hereby reserve the right to grant easements, licenses, and similar use rights over, upon, and across the property **Exhibits** or any other portion of Unicoi Springs Camp Resort in which the Undivided Interests might exist for purposes of continued development of the Unicoi Spring Camp Resort and **future** properties as might be made a part of the Unicoi Springs Camp Resort such that, by way of example and not limitation, **Unicoi Springs Camp Resort Association** shall retain the right, regardless of transfers of Undivided Interests in the property **Exhibits** or any other portion of Unicoi Springs Camp Resort, to convey easements, licenses, or other similar use rights to third parties over, across and on the property **Exhibits** or any other portion of Unicoi Springs Camp Resort for utilities, and other services for the benefit of the Unicoi Spring Camp Resort development of the Unicoi Springs Camp Resorts or future properties. By acceptance of a deed to any Undivided Interest, each Owner does hereby consent to, and by these presents does hereby appoint the **Unicoi Springs Camp Resort Association** as their attorney-in-fact for the purposes of granting such easements, licenses, or similar use rights in accordance with the terms of this Section. Furthermore, **Unicoi Springs Camp Resort Association** does hereby reserve unto itself and any and all Owners of interests in any property that may become a part of Unicoi Springs Camp Resort hereof an easement of use and enjoyment to all Camp Sites, improvements, amenities, and parts of the property **Exhibits**, it being expressly reserved that the scope of such easement shall include all such Owners Interests.

REASON FOR CHANGE: **No longer have a declarant**

Article VII
Functions of the Association

PRESENT: Section 1. **Duties.** The Association, under the direction of the Board of Directors, shall have the following responsibilities and obligations, such to be paid out of proceeds from the assessments levied against owners and income produced there from:

RECOMMENDATION: **Remain the same**

PRESENT: (a) To keep, maintain, repair, and improve the Common Area in a good condition and state of repair;

RECOMMENDATION: **Remain the same**

PRESENT: (b) To keep, maintain, repair, and improve the property described on attached Exhibit "A" and any other property made a part of Unicoi Springs Camp Resort, on behalf of each and every Owner thereof, in a good condition and state of repair;

RECOMMENDED: (b) To keep, maintain, repair, and improve the property described on attached property Exhibits and any other property made a part of Unicoi Springs Camp Resort, on behalf of each and every Owner thereof, in a good condition and state of repair;

REASON FOR CHANGE: We have expanded Property

PRESENT: (c) To maintain casualty and liability insurance with respect to the improvements located upon the Common Area, including extended coverage causality insurance, and, to the extent necessary, for the improvements located on the Exhibit "A" property and any other property made subject to this Declaration and to reconstruct and repair such improvements in the event of damage to or destruction thereof:

RECOMMENDED (c) To maintain casualty and liability insurance with respect to the improvements located upon the property exhibits, including extended coverage causality insurance, and, to the extent necessary, for the improvements located on the property exhibits and any other property made subject to this Declaration and to reconstruct and repair such improvements in the event of damage to or destruction thereof:

REASON FOR CHANGE: We have expanded Property

PRESENT: (d) To maintain the property described on Exhibit "A", Exhibit "B", and any other property made subject to this Declaration free from obnoxious weeds, underbrush, and pests and to remove any unsightly or obnoxious things therefrom;

RECOMMENDED (d) To maintain the property and amenities described on Exhibit "A", Exhibit "B" and any other property made subject to this Declaration to be kept in a safe and useable environment.

REASON FOR CHANGE: Broadening scope

PRESENT: (e) To maintain public liability insurance with respect to the operations of Unicoi Springs Camp Resort, with cross-liability endorsement to cover negligence by any Owner resulting in damage or injury to any other Owner. Such comprehensive general liability insurance shall cover death, bodily injury and property damage arising out of or in connection with the use of Camping Sites by Owners, their guests, and tenants.

RECOMMENDED: (e) **LOOKING INTO THIS WITH ATTORNEY AND INSURANCE COMPANY**

REASON FOR CHANGE:

PRESENT: (f) To operate and maintain the water supply, electrical, and other utility systems for Unicoi Springs Camp Resort to the extent such water supply or utility systems are not operated and maintained by a public facility;

RECOMMENDED: (f) To operate and maintain according to State and Federal guidelines the water supply, electrical, and other utility systems and swimming pools for Unicoi Springs Camp Resort to the extent such water supply or utility systems are not operated and maintained by a public facility;

REASON FOR CHANGE: Bring it up to date

PRESENT: (g) To pay all taxes and assessments which may be levied by any governmental authority upon Unicoi Springs Camp Resort, the improvements thereon, and the Common Area, and any personal property which might be owned by the Association such to be paid out of proceeds of the assessments against Owners; provided, however, the Association shall only pay such taxes and assessments on property which may now or hereafter be owned by the Owners of Undivided Interests in the event the Association is able to receive a tax or assessment bill from the governmental authority levying such tax or assessment;

RECOMMENDED: (g) To pay all taxes and assessments which may be levied by any governmental authority upon Unicoi Springs Camp Resort, the improvements thereon, and the property Exhibits, and any personal property which might be owned by the Association such to be paid out of proceeds of the assessments against Owners; provided, however, the Association shall only pay such taxes and assessments on property which may now or hereafter be owned by the Unicoi Springs Owners Association in the event the Association is able to receive a tax or assessment bill from the governmental authority levying such tax or assessment;

REASON FOR CHANGE: Unicoi Springs Camp Resort Association is responsible for the Resorts tax liabilities.

PRESENT: (h) To enforce the covenants, conditions, and restrictions herein contained and such Rules and Regulations as the Association might now or hereinafter adopt; and

RECOMMENDATION: remain the same

PRESENT: (i) To adopt, amend, and repeal Rules and Regulations governing the operation of Unicoi Springs Camp Resort.

RECOMMENDATION: remain the same

Section 2. **Rights.** The Association shall, in its sole and absolute discretion, have the power to exercise the following additional rights:

PRESENT: (a) To acquire by gift, purchase, or otherwise and to sell, lease, transfer, dedicate for public use, or otherwise dispose of real and personal property, including, but not limited to, the acquisition of

the property described on attached Exhibit "B", exercise of such rights to be in accordance with the terms of the Association's By-Laws and Articles of Incorporation;

RECOMMENDED: (a) To acquire by gift, purchase, or otherwise and to sell, lease, transfer, dedicate for public use, or otherwise dispose of real and personal property, including, but not limited to, the acquisition of property Exhibits exercise of such rights to be in accordance with the terms of the Association's By-Laws and Articles of Incorporation;

REASON FOR CHANGE: Too constricting and need to include any future property

PRESENT: (b) To establish, amend, and repeal rules and regulations governing the use of Unicoi Springs Camp Resort and penalties, including fines, for violation thereof;

RECOMMENDED: No Change

PRESENT: (c) To contract with others for the maintenance and operation of Unicoi Springs Camp Resort; and

RECOMMENDED: No Change

PRESENT (d) To receive all notices, claims, and demands relative to taxes and assessments affect Unicoi Springs Camp Resort, and each Owner, by accepting title to an Undivided Interest, hereby agrees that the Association may, as each Owner's agent, receive such notices, claims and demands.

RECOMMENDED: No Change

Article VIII Assessments

PRESENT: Section 1. **Personal Obligation and Lien.** Each Owner, other than Declarant (whose assessment obligation is provided for in Section 7 of this Article), by acceptance of a deed to an Undivided Interest, covenants and agrees to pay to the Association the assessments imposed pursuant to the terms of this Declaration. Each such assessment, together with all costs and collection, including reasonable attorney's fees and the maximum amount permitted by law, together with Interest of the highest rate authorized by Georgia law per annum thereon, shall be a continuing lien from and after the date of recordation of a memorandum of lien on such Undivided Interest and shall be the joint and several obligations of the Owner(s) of each such Undivided Interest at the time the assessment came payable. The lien of such assessments shall be subordinate to the lien of any first mortgage or security deed upon an Undivided Interest and the lien for ad valorem taxes as might be assessed against the Undivided Interest; provided, however, subordination to the lien of any first mortgage or security deed shall apply to only the assessments which shall become due and payable prior to the sale or transfer of title to the Undivided Interest pursuant to a decree of foreclosure or transfer in lieu thereof. No Owner

may avoid liability for assessments by nonuse of Unicoi Springs Camp Resort or his or her Undivided Interest or by abandonment of his or her Undivided Interest.

RECOMMENDED: Section 1. **Personal Obligation and Lien.** Each Owner by acceptance of a deed to an Undivided Interest, covenants and agrees to pay to the Association the assessments imposed pursuant to the terms of this Declaration. Each such assessment, together with all costs and collection, including reasonable attorney's fees and the maximum amount permitted by law, together with interest of the highest rate authorized by Georgia law per annum thereon, shall be a continuing lien from and after the date of recordation of a memorandum of lien on such Undivided Interest and shall be the joint and several obligations of the Owner(s) of each such Undivided Interest at the time the assessment came payable. No Owner may avoid liability for assessments by nonuse of Unicoi Springs Camp Resort or his or her Undivided Interest or by abandonment of his or her Undivided Interest.

REASON FOR CHANGE: No longer have a Declarant and no longer mortgaging

Section 2. **Purpose.** Assessments shall be levied annually by the Association for the purpose of defraying the costs of the performance of the obligations and rights of the Association as set forth in this Declaration, by the Association's By-Laws, and the Association's Articles of Incorporation. Assessments shall be due at such incremental points, be they annually, monthly, periodically, or otherwise, as may be designated by the Board of Directors. In the absence of resolution otherwise, assessments shall be paid on an annual basis.

RECOMMENDED: No Change

PRESENT: Section 3. **Annual Assessments.** The annual budget prepared to determine what the annual assessment might be shall be disseminated to Owners. The Association may accomplish such dissemination by placement of copies of the budget at a reservations or check-in desk where Owners will reserve use or check-in for use of Camping Sites. Fiscal operating statements based upon a comparison of budget to expenses shall be disseminated to Owners at least annually in the same fashion or at the annual meeting provided for in the By-Laws. The annual assessments shall be assessed uniformly against such Undivided Interest other than Undivided Interests owned by Declarant and shall be payable at such times as may be resolved by the Board of Directors, provided, as specified above, the Board may provide for alternative incremental periodic payment. The amount of the annual assessment shall be determined by the Board of Directors of the Association.

RECOMMENDED: Section 3. **Annual Assessments.** The annual budget prepared to determine what the annual assessment might be shall be disseminated to Owners. The Association may accomplish such dissemination by placement of copies of the budget at a reservations or check-in desk where Owners will reserve use or check-in for use of Camping Sites/Rental Units. Fiscal operating statements based upon a comparison of budget to expenses shall be disseminated to Owners at least annually in the same fashion or at the annual meeting provided for in the By-Laws. The annual assessments shall be assessed uniformly against such Undivided Interest and shall be payable at such times as may be resolved by the Board of Directors, provided, as specified above, the Board may provide for alternative incremental periodic payment. The amount of the annual assessment shall be determined by the Board of Directors of the Association.

REASON FOR CHANGE: No longer have a Declarant and added Rental Units

PRESENT: Section 4. **Special Assessments.** The Association may also, in addition to other assessment provided herein, levy special assessments for the purpose of the defraying of costs, in whole or part, of any expenses of the Association for which the annual assessment, as referenced above, is deemed to be inadequate; provided, however, any such assessment shall be approved by the Board of Directors and at least two-thirds (2/3) of the Owners voting at a meeting of the Association duly called for such purpose. All such special assessments shall be assessed against each Undivided Interest in the same manner as the annual assessment and shall be payable as determined by the Board of Directors of the Association.

RECOMMENDED: No change

PRESENT: Section 5. **Evidence of Payment.** The Association shall, upon request, furnish any Owner a written certificate setting forth any delinquent assessments with respect to such Owner's Undivided Interest, and such certificate shall be conclusive evidence of payment of any delinquent assessment not set forth therein. Any Owner, mortgagee of an Undivided Interest, or person having executed the contract for the purchase of an Undivided Interest, or lender considering the loan of funds to be secured by an Undivided Interest shall be entitled, upon request, to a statement from the Association or its managing agent setting forth the amount of the assessments past due and unpaid with all charges and interest applicable thereto against the Undivided Interest. Such request shall be in writing, delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. Failure on the part of the Association to mail to such address as may be specified in the written request therefor or otherwise furnish such statement within five (5) business days of the receipt of such request shall cause the lien for assessments created by this Declaration, as to amounts due and payable at the expiration of such five (5) day period, with respect to the Undivided Interest involved, to be extinguished and of no further force and effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors and assigns in the transaction contemplated in connection with such request. The Information specified in such statement shall be binding upon the Association and every Owner. Payment of a fee to the Association, not exceeding Ten (\$10.00) Dollars, may be required as a prerequisite to the Association's Issuance of such a statement.

RECOMMENDED: Section 5. **Evidence of Payment.** The Association shall, upon request, furnish any Owner a written certificate setting forth any delinquent assessments with respect to such Owner's Undivided Interest, and such certificate shall be conclusive evidence of payment of any delinquent assessment not set forth therein. Any Owner, shall be entitled, upon request, to a statement from the Association or its managing agent setting forth the amount of the assessments past due and unpaid with all charges and interest applicable thereto against the Undivided Interest. Such request shall be in writing, delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. The Information **shall be provided by the Association within 5 business days of the request** in such statement shall be binding upon the Association and every Owner. Payment of a fee **as defined by a Schedule of Fees** to the Association may be required as a prerequisite to the Association's Issuance of such a statement.

REASON FOR CHANGE: Instead of a fixed designated amount, we need a schedule of fees and no longer have mortgages.

PRESENT: Section 6. **Effect of and Remedies for Non-Payment.** If any assessment, or installment thereof, is not paid within ten (10) days after the date when payable, the entire unpaid balance of all assessments as might be due within the calendar year or fiscal year, as the case may be, shall become immediately due and payable, without notice, and shall bear interest from the date when payable at the highest rate of interest per annum authorized by Georgia law. Furthermore, whether the Board of Directors of the Association declares such acceleration or not, the Association may, for the accelerated amount, in the event acceleration is declared, or in such amounts as may otherwise be due, bring an action against the party obligated to pay the same, and the lien for such unpaid assessment may be foreclosed in the same manner as the foreclosure of a lien as might exist under the terms of the Georgia Condominium Act or, in the event a court of competent jurisdiction provides that procedures for foreclosure as allowed for condominium associations for condominium liens, may not be taken advantage of by the Association, then, in such event, foreclosure may be in the same manner as the foreclosure of other liens of real property in accordance with Georgia statutes.

RECOMMENDED: No longer have a declarant

PRESENT: Section 7. **Declarant's Assessment Obligation.** Amended April 16, 1984, For so long as Declarant owns any Undivided Interest, Declarant shall pay that pro rata portion of the annual assessment determined in relation to the actual use of any Undivided Interest owned by Declarant, such that for each use period or portion thereof used by Declarant, Declarant shall pay a portion of the annual assessment determined by multiplying the annual assessment by a fraction, the numerator of which is the number of calendar days during the use period that Declarant has used its Undivided Interest and the denominator of which is the number of calendar days that Camping Sites at Unicoi Springs Camp Resort are available for use. Declarant may pay the amount of assessments so determined at the expiration of the designated season when the Unicoi Springs Camp Resort is available for use. Despite the foregoing, Declarant shall be fully responsible for that portion of the annual assessment, for each Undivided Interest owned, allocated as payment of real property taxes and casualty and liability insurance. Declarant's obligation for taxes and insurance as herein referenced shall be determined for each Undivided Interest owned in the same manner as all other Owners. Declarant's obligation for payment of any special assessment shall be determined in the same manner that Declarant's obligation for the annual assessment.

RECOMMENDED: Delete in its entirety

REASON FOR CHANGE: No Longer have a Declarant

Article IX General Provisions

PRESENT: Section 1. **Duration.** The covenants, conditions, and restrictions established hereby shall run with the land and shall inure to the benefit of and be enforceable by the Association or any Owner for a period of thirty (30) years from the date this Declaration is recorded in White County, Georgia, at which time the same shall be automatically renewed for successive periods of ten (10) years unless, by a

duly executed and recorded Instrument, the then Owners of at least two-thirds (2/3) of the Undivided Interests elect to terminate the same.

RECOMMENDED: Section 1. **Duration.** The covenants, conditions, and restrictions established hereby shall run with the land and shall inure to the benefit of and be enforceable by the Association or any Owner for a period of thirty (30) years from the date this Declaration is recorded in White County, Georgia, at which time the same shall be automatically renewed for successive periods of ten (10) years unless, by a duly executed and recorded Instrument, the then Owners of at least two-thirds (2/3) of the Undivided Interests **of ballots returned (as long as a quorum is met) elect to the same by method(s) determined by the Bylaws.**

REASON FOR CHANGE: **Change the method of required votes**

PRESENT: Section 2. **Amendments.** This Declaration may be amended by an Instrument signed by the Declarant (so long as it retains a right to appoint directors) and Owners of at least two-thirds (2/3) of the Undivided Interest; provided, however, during such time as the Declarant retains a right to expand Unicoi Springs, this Declaration may be amended solely by the Declarant provided, Declarant shall not, without the written consent of at least two-thirds (2/3) of the Owners amend the provisions hereof establishing a formula for Owners votes, assessments or ownership interest for each Undivided Interest owned other than as may be required by a lender advancing funds for the purchase of an Undivided Interest.

RECOMMENDED: Section 2. **Amendments.** This Declaration may be amended by an **Instrument of a two-thirds of returned ballots (as long as a quorum is met) of Owners of Undivided Interest(s) of those eligible to vote.**

REASON FOR CHANGE: **Change of Method of required votes which would be doable but not impossible/We no longer have a Declarant.**

(The following were amendments to the Covenants)

PRESENT: IN ACCORDANCE WITH ARTICLE IX, Section 2, of the afore referenced Declaration, the Declaration may be amended solely by the Declarant, during such time as the Declarant retains a right to expand Unicoi Springs; provided, however, Declarant shall not without the written consent of at least two-thirds (2/3) of the Owners amend the provisions of the Declaration which establish a formula for Owners' votes, assessments or ownership interest for each undivided interest owned other than as may be required by a lender advancing funds for the purchase of an undivided interest;

RECOMMENDED: **Delete in its entirety**

REASON FOR CHANGE: **No longer have a Declarant**

PRESENT: WHEREAS, as of the date hereof the Declarant continues to retain a right to expand Unicoi Springs and this Amendment does not amend the provisions of the Declaration which establish a formula for Owner's votes, assessments or ownership interests for each undivided interest owned;

RECOMMENDED: Delete in its entirety

REASON FOR CHANGE: No longer have a Declarant

PRESENT: AMENDED SEPTEMBER 2, 1986 Whereas, in accordance with Article IX, Section 2, of the afore- referenced Declaration, the Declaration may be amended solely by the Declarant, during such time as the Declarant retains a right to expand Unicoi Springs; provided, however, Declarant shall not without the written consent of at least two-thirds (2/3) of the Owners amend the provisions of the Declaration which establish a formula for Owners' votes, assessments or ownership interests for each Undivided interest owned other than as may be required by a lender advancing funds for the purchase of an Undivided Interest;

WHEREAS, as of the date hereof, the Declarant continues to retain a right to expand Unicoi Springs and this Amendment does not amend the provisions of the Declaration which establish a formula for Owners votes, assessments of ownership interest for each Undivided Interest owned;

RECOMMENDED: Delete in its entirety

REASON FOR CHANGE: No longer have a Declarant

PRESENT: AMENDED June 15, 1988 Whereas, in accordance with Article IX, Section 2, of the afore-referenced Declaration, the Declaration may be amended solely by the Declarant, during such time as the Declarant retains the right to amend Unicoi Springs; provided, however, Declarant shall, not without the written consent of at least two-thirds of the owners, amend the provisions of the Declaration which establish a formula for Owners' votes, assessments or ownership interests for each Undivided interest owned other than as may be required by a lender advancing funds for the purchase of an Undivided Interest;

WHEREAS, as of the date hereof, the Declarant continues to retain a right to expand Unicoi Springs and this Amendment does not amend the provisions of the Declaration which establish a formula for owners votes, assessments or ownership interest for each Undivided Interest owned;

RECOMMENDED: Delete in its entirety

REASON FOR CHANGE: No longer have a Declarant

PRESENT: Section 3. **Notices.** Any notice to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly given when deposited in the United States mail and addressed to such Owner at his last known address as shown in the records of the Association.

RECOMMENDED: Section 3. **Notices.** Any notice to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly given when deposited in the United States mail and addressed to such Owner at his last known address as shown in the records of the Association, **email or personal delivery.**

REASON FOR CHANGE: New methods of correspondence

PRESENT: Section 4. **Enforcement.** Enforcement of the covenants and restrictions herein contained may be by a proceeding at law or in equity. Failure by the Association to enforce any of the covenants or restrictions herein contained shall not be deemed a waiver of the right to do so thereafter. In addition, the Association may impose a monetary penalty for the violation of any covenant and hearing contained or of any rule or regulations of the Association, such penalty not to exceed Fifty (\$50.00) Dollars per violation or Fifty (\$50.00) Dollars per day for a continuing violation. Amounts incurred as monetary penalties for violation of the covenants or rules and regulations of the Association shall be added to the assessment owed to the Association by the Owner and become a part of the lien as provided for in Article VIII above. Furthermore, in the event an Owner violates a provision of this Declaration or of any rule or regulation of the Association, the Owner's rights and privileges in Unicoi Springs Camp Resort may be suspended for the period of the violation and for a period of ten (10) days thereafter. An Owner may not be subject to a monetary penalty or suspension of use rights until he or she has been given notice and the opportunity to refute or explain the charges against him or her in person or in writing to the Board of Directors prior to the time and decision to impose, if discipline is rendered.

RECOMMENDED: Section 4. **Enforcement.** Enforcement of the covenants and restrictions herein contained may be by a proceeding at law or in equity. Failure by the Association to enforce any of the covenants or restrictions herein contained shall not be deemed a waiver of the right to do so thereafter. In addition, the Association may impose a monetary penalty for the violation of any covenant and hearing contained or of any rule or regulations of the Association. **Penalties are to be determined by Schedule of Fees and Fines, as per Rules and Regulations.** Amounts incurred as monetary penalties for violation of the covenants or Rules and Regulations of the Association shall be added to the assessment owed to the Association by the Owner and become a part of the lien as provided for in Article VIII above. Furthermore, in the event an Owner violates a provision of this Declaration or of any rule or regulation of the Association, the Owner's rights and privileges in Unicoi Springs Camp Resort may be suspended **for the of the violation up to one(1) to thirty (30) days and including expulsion of Unicoi Springs Camp Resort and use rights never entering the property again and will hold the Resort harmless of any liability.** An Owner may not be subject to a monetary penalty or suspension of use rights until he or she has been given notice and the opportunity to refute or explain the charges against him or her in person or in writing to the Board of Directors **per Bylaws** prior to the time and decision to impose, if discipline is rendered.

REASON FOR CHANGE: Need a Schedule of fees and fine to be determined of monies paid not through the Covenants. Business Days is a better term. More clearly define violation procedure.

PRESENT: Section 5. **Severability.** If any provision of this Declaration is for any reason held to be invalid or unenforceable as to any person or circumstance, the application of such provision to persons or circumstances other than those as to which it shall be held invalid or unenforceable shall not be affected thereby, and the provisions hereof in all other respects shall remain invalid and unenforceable.

RECOMMENDED: No change

PRESENT: Section 6. **Binding Effect.** Each Owner, upon becoming an Owner, shall be bound by and be deemed to have agreed to the terms and provisions of this Declaration, the Articles of Incorporation of the Association, and the By-Laws of the Association.

RECOMMENDED: No change

PRESENT: Section 7. **Reservation Procedure.** The reservation procedure for use of Camping Sites within Unicoi Springs Camp Resort shall be as provided for herein and as amplified thereon by the then current Rules and Regulations of the Association; provided the Rules and Regulations shall not conflict with the terms hereof. In the event a Camping Site cannot be made available for the period to which the Owner is entitled by confirmed reservations, such that, for example, a reservation is made for use and upon arrival no Camping Sites are available for use by such Owner, then, in such event, the Association shall provide lodging for the reserved Owner within a proximity of thirty (30) miles from Unicoi Springs Camp Resort for a period of time until such time as any Camping Site is available for use by such Owner, but such lodging to be made available for a period not to exceed two (2) nights. In the alternative, the Association may pay such Owner an amount not to exceed Fifty (\$50.00) Dollars or actual automobile gas expense for travel from the Owner's primary residence to Unicoi Springs Camp Resort.

RECOMMENDED: Section 7. **Reservation Procedure.** The reservation procedure for use of Camping Sites/**Rental Units** within Unicoi Springs Camp Resort shall be as provided for herein and as amplified thereon by the then current Rules and Regulations of the Association; provided the Rules and Regulations shall not conflict with the terms hereof. In the event a Camping Site/**Rental Unit** cannot be made available for the period to which the Owner is entitled by confirmed reservations, such that, for example, a reservation is made for use and upon arrival no Camping Sites/**Rental Units** are available for use by such Owner, then, in such event, the Association shall provide lodging for the reserved Owner within a proximity of thirty (30) miles from Unicoi Springs Camp Resort for a period of time until such time as any Camping Site/**Rental Unit** is available for use by such Owner, but such lodging to be made available for a period not to exceed two (2) nights. In the alternative, the Association may pay such Owner an amount **as per the Schedule of Fees and Fines.**

REASON FOR CHANGE: Two methods provided to cover the situation

PRESENT: Section 8. **Additional Improvements.** Despite any provision otherwise contained herein, Declarant shall make no improvements to the Exhibit "A" property, or to any other property which may become a part of the Unicoi Springs Camp Resort, if such improvements would result in a financial encumbrance against the improved properties to which any Owner of any Undivided Interest other than the Declarant would have financial responsibility or, if such financial encumbrance is not subordinate to the interest of the Owners of the Undivided Interest, unless and until the Declarant receives the consent of majority of the then existing Owners of Undivided Interests other than the Declarant.

RECOMMENDED: Section 8. **Additional Improvements.** Despite any provision otherwise contained herein, **Unicoi Springs Camp Resort Association** shall make no improvements to the property exhibits, or to any other property which may become a part of the Unicoi Springs Camp Resort, if such improvements would result in a financial encumbrance against the improved properties to which any

Owner of any Undivided Interest other than the **Unicoi Springs Camp Resort Association** would have financial responsibility or, if such financial encumbrance is not subordinate to the interest of the Owners of the Undivided Interest, unless and until the **Unicoi Springs Camp Resort Association** receives the consent of majority of the then existing Owners of Undivided Interests **who are eligible to vote**.

REASON FOR CHANGE: **No longer a Declarant and changing the method of required votes.**

PRESENT: Section 9. **Professional Assistance.** The Association may employ attorneys, accountants, and other professional persons as it deems necessary to assist in the management of the Unicoi Springs Resort and the Camping Sites therein located.

RECOMMENDED: Section 9. **Professional Assistance.** The **Board of Directors of the** Association may employ attorneys, accountants, and other professional persons as it deems necessary to assist in the management of the Unicoi Springs Resort and the Camping Sites therein located.

REASON FOR CHANGE: **Would not be able to get a decision in a timely manner from the Association.**

PRESENT: Section 10. **Regular Accounting.** The Declarant shall render a regular accounting at each annual meeting of the Association to the Association as to all matters which significantly affect the Interest of Owners in the Unicoi Springs Camp Resort until such time as Declarant's right to appoint, remove and replace directors expires. Rendering a report concerning receipts and expenditures of the Association, conveyances, property interests to or by the Association, and existing number of Camping Sites within the Unicoi Springs Camp Resort shall be deemed to be matters which significantly affect the Interest of Owners in the Unicoi Springs Camp Resort, and Declarant shall be deemed to have performed this responsibility so long as it has met this criterion.

RECOMMENDED: Section 10. **Regular Accounting.** The **Board of Directors shall** render a regular accounting at each annual meeting of the Association to **the Owners of Undivided Interests** as to all matters which significantly affect the Interest of Owners in the Unicoi Springs Camp Resort. Rendering a report concerning receipts and expenditures of the Association, conveyances, property interests to or by the Association, and existing number of Camping Sites within the Unicoi Springs Camp Resort shall be deemed to be matters which significantly affect the Interest of Owners in the Unicoi Springs Camp Resort.

REASON FOR CHANGE: **Holding the Board of Directors responsible instead of Declarant**

PRESENT: IN WITNESS WHEREOF, the undersigned Declarant has caused these presents to be duly executed the day and year first above written.

RECOMMENDED: **Delete in its entirety**

REASON FOR CHANGE: **No longer have a Declarant**

Exhibit "A"

Latest Amended July 9, 1984

All that tract or parcel of land lying and being in Land Lot 8 of the 3rd Land District of White County, Georgia, and being more particularly described as follow:

BEGINNING at Land Lot corners common to Land Lots 8 and 9 of the 3rd Land District and Land Lot 1 of the 6th Land District of White County, Georgia; thence along and with the Land Lot line common to Land Lots 8 and 9 of the 3rd Land District, said County, S 0 degrees 12' W 989.23 feet to a point; thence leaving said Land Lot line N 89 degrees 14' W 198.96 feet to a point; thence S 60 degrees 46' W 132.19 feet to a point; thence S 89 degrees 00' W 250.00 feet to a point; thence N 71 degrees 50' W 400.00 feet to a point; thence N 43 degrees 35' W 300.00 feet to a point; thence N 83 degrees 50' W 200.00 feet to a point; thence S 21 degrees 00' W 350.00 feet to a point; thence S 14 degrees 34' E 177.42 feet to a point; thence S 22 degrees 20' W 150.00 feet to a point; thence S 81 degrees 30' W 400.00 feet to a point; thence N 32 degrees 50' W 140.00 feet to a point; thence N 0 degrees 02' E 166.21 feet to a point; thence N 50 degrees 00' W 250.00 feet to a point; thence N 64 degrees 45' W 190.00 feet to a point; thence N 6 degrees 00' E 130.00 feet to a point on the southerly or southeasterly right-of-way of Chimney Mountain Road, (Highway 356); thence along and with the southerly and southeasterly right-of-way of said road the following courses and distances: N 84 degrees 39' E 43.29 feet; N 80 degrees 47' E 55.46 feet; N 75 degrees 42' E 58.81 feet; N 71 degrees 19' E 51.26 feet; N 67 degrees 18' E 51.69 feet; N 61 degrees 29' E 73.89 feet; N 58 degrees 29' E 130.42 feet; N 57 degrees 20' E 109.94 feet; N 54 degrees 55' E 83.98 feet; N 50 degrees 57' E 84.84 feet; N 46 degrees 32' E 70.17 feet; N 42 degrees 23' E 63.71 feet and N 38 degrees 25' E 40.35 feet to a point; thence leaving the southeasterly right-of-way of said highway S 60 degrees 42' 00" E 23.93 feet to a point; thence due E 52.20 feet to a point; thence S 60 degrees 27' 02" E 61.84 feet to a point; thence N 57 degrees 23' 40" E 36.56 feet to a point; thence S 60 degrees 06' 53" E 45.55 feet to a point; thence S 22 degrees 09' 59" E 102.04 feet to a point; thence due E 123.40 feet to a point; thence N 54 degrees 51' 25" E 59.07 feet to a point; thence S 62 degrees 50' 35" E 160.15 feet to a point; thence S 28 degrees 16' 45" E 53.82 feet to a point; thence S 52 degrees 12' 47" W 39.98 feet to a point; thence S 40 degrees 42' 04" E 93.39 feet to a point; thence S 67 degrees 09' 59" E 37.10 feet to a point; thence N 36 degrees 51' 41" E 133.36 feet to a point; thence N 25 degrees 54' 42" W 513.75 feet to a point on the Land Lot line common to Land Lot 1 of the 6th Land District and Land Lot B of the 3rd Land District of White County, Georgia; thence along and with said common Land Lot and Land District Line N 89 degrees 54' E 1059.87 feet to the POINT OF BEGINNING. Said tract contains 38.50 acres, more or less, and is a portion of a 43.03-acre tract shown on Plat of Boundary Survey made for C & T Georgia, by Eddie Hood, White County County Surveyor, under date of July 1, 1983, recorded in Plat Book 16, Page 73, Office of Clerk, Superior Court, White County, Georgia. The tract herein described is fully delineated as TRACT "A" on a Plat of Boundary Survey Made For Unicoi Springs, dated July 1, 1983, revised July 7, 1984, by R. N. Johnson & Assoc., G. Tim Conkle, Georgia Registered Land Surveyor Number 2001, recorded in Plat Book 16, Page 154, Office of Clerk, Superior Court, White County, Georgia.

EXHIBIT "B"

All that tract of parcel of land lying and being in Land Lot 8 of the 3rd Land District of White County, Georgia, and being more particularly described as follows: BEGINNING at an iron pin on the southeasterly right-of-way of Chimney Mountain Road, (Highway 356) at the intersection of the southeasterly right-of-way of said highway with the land lot line common to Land Lot 1 of the 6th Land District and Land Lot 8 of the 3rd Land District of White County, Georgia; thence leaving said highway right-of-way and along and with said common Land Lot and Land District line N 89 degrees 54' E 343.5 feet to a point; thence leaving said common Land Lot and Land District line S 25 degrees 54' 42" E 513.75 feet to a point; thence S 36 degrees 51' 41" W 133.36 feet to a point; thence N 67 degrees 09' 59" W 37.10 feet to a point; thence N 40 degrees 42' 04" W 93.39 feet to a point; thence N 52 degrees 12' 47" E 39.98 feet to a point; thence N 28 degrees 16' 45" W 53.82

feet to a point; thence N 62 degrees 50' 35" W 160.15 feet to a point; thence S 54 degrees 51' 25" W 59.07 feet to a point; thence due W 123.40 feet to a point; thence N 22 degrees 09' 59" W 102.04 feet to a point; thence N 60 degrees 06' 53" W 45.55 feet to a point; thence S 57 degrees 23' 40" W 36.56 feet to a point; thence N 60 degrees 27' 02" W 61.84 feet to a point; thence due W 52.20 feet to a point; thence N 60 degrees 42' 0" E 23.93 feet to a point on the southeasterly right-of-way of Chimney Mountain Road (Highway 356); thence along and with the southeasterly right-of-way of said highway the following courses and distances: N 38 degrees 25' E 72.35 feet; N 33 degrees 42' E 92.47 feet and N 31 degrees 27' E 152.72 feet to an iron pin and POINT OF BEGINNING. Said tract contains 4.53 acres, more or less, and is a portion of the property shown on a Plat of Boundary Survey made for C & T Georgia, by Eddie Hood, White County County Surveyor, under date of July 1, 1983, recorded in Plat Book 16, Page 73, Office of Clerk, Superior Court, White County, Georgia. The tract herein described is fully delineated as TRACT "B" on a Plat of Boundary Survey Made for Unicoi Springs, dated July 1, 1983, revised July 7, 1984, by R. N. Johnson & Assoc., Inc., G. Tim Conkle, Georgia Registered Land Surveyor Number 2001, recorded in Plat Book 16, Page 154, Office of Clerk, Superior Court, White County, Georgia.

EXCEPT AS SPECIFICALLY CORRECTED HEREIN, ALL Covenants, Conditions, and Restrictions for Unicoi Springs Camp Resort, dated August 16, 1983, recorded in Deed Book 6J, Pages 467-486, corrected August 31, 1983, recorded in Deed Book 6K, Pages 90-91, and amended April 16, 1984, recorded in Deed Book 6R, Pages 373-378, all in Office of Clerk, Superior Court, White County, Georgia, shall remain unchanged and in full force and effect.