

# **UNICOI SPRINGS CAMP RESORT COVENANTS**

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
UNICOI SPRINGS CAMP RESORT  
THIS DECLARATION was made on the 16<sup>th</sup> day of August 1983, by  
UNICOI SPRINGS CAMP RESORT  
THIS DECLARATION AMENDED ON SEPTEMBER 21, 2024

**SECTION II**

**ARTICLE 1**  
**Definitions**

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.

- (a) "**Amenities Fees**" is a sum of money that may be charged for amenities other than Assessment fees.
- (b) "**Assessments Fees**" is a sum of money that shall be levied annually by the Association for each Undivided Interest for the purpose of defraying the costs of the performance of the Unicoi Springs Camp Resort obligations. Assessments/Maintenance fees shall be due at such incremental points, be they annually, monthly, or periodically.
- (c) "**Association**" shall mean the not-for-profit Georgia corporation named "Unicoi Springs Owners Association, Inc." organized as the Association of Owners of Undivided Interests.
- (d) "**Board of Directors**" shall mean a Board who is elected per guidelines of the Bylaws, who shall govern the affairs of the Association.
- (e) "**Camper**" is a towable manufactured recreational vehicle including, but not limited to, truck campers, popups, travel trailers, fifth wheel, Class A, B and C motorhomes, tear drops and tents.
- (f) "**Camping Site**" shall mean that portion of Unicoi Springs Camp Resort which is designated on all plats now recorded or that may hereafter be recorded by Unicoi Springs Camp Resort designating a portion of Unicoi Springs Camp Resort as a Camping Site.
- (g) "**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.
- (h) "**Days out**" are calendar days that the Owner is not present during his/her "use period".
- (i) "**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.
- (j) "**Family Members/Household**": Those who are immediate family of the Owner(s), being children or parents.
- (k) "**Fine**" is a sum of money exacted as a penalty.
- (l) "**Guest**" is someone visiting or invited to the Unicoi Springs Camp Resort by an Owner or is at an event because Owner has invited them; anyone who does not fall within the family member as defined in Article 2, Section 7.
- (m) "**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 within Unicoi Springs Camp Resort.
- (n) "**Owner**" is the person(s) whose name(s) appear on the Unicoi Springs Camp Resort Deed indicating the Owner of an Undivided Interest.

- (o) **“Permit Storage”** is a designated area that may be available for storing Owners’ camper/golf cart/trailer and other Owners’ property approved in the Rules and Regulations. To utilize Permit Storage, the Owner must be approved and have a contract for such Permit Storage.
- (p) **“Plat”** shall mean that certain Plats recorded in Plat Book 16, Page 73, said plat being recorded in Plat Book 16, Page 154, of the White County, Georgia, Superior Court land records.
- (q) **“Policies”** are a guided principle used to set action(s) at Unicoi Springs Camp Resort.
- (r) **“Procedures”** are an established or official way of carrying out actions at Unicoi Springs Camp Resort.
- (s) **“Recovery Deed or Voluntary Surrender of Deed”** shall mean that a deed can be recovered by Unicoi Springs Camp Resort because the Owner voluntarily forfeits their ownership of deed to the Resort.
- (t) **“Rental Unit”** is defined as a RV or cabin, or other structure owned by the Association that can be occupied by an Owner or guest for a sum of money for a specific number of days not to exceed 14 days for each Undivided Interest.
- (u) **“Reservation Fee”** is a sum of money that may be assessed for each day of a reservation and or/cancellation.
- (v) **“Temporary Storage”** is a designated area that may be available for storing property as approved by the Rules and Regulations on a temporary basis.
- (w) **“U Number”** is the unit number assigned by Unicoi Springs Camp Resort to the Deed for identification.
- (x) **“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 1/3000 interest shall be created in Unicoi Springs Camp Resort.
- (y) **“Unicoi Springs Camp Resort”** shall mean the parcel of land located in White County, Georgia, which is more particularly described in Exhibit “A” and “B”, attached hereto, and made a part hereof by reference, 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.
- (z) **“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 for each Undivided Interest.
- (aa) **“Vehicle”** is a means of carrying or transporting people and/or property which includes without limitation, but is not limited to, automobiles, trucks, vans, golf carts, buses, motorcycles and other motorized vehicles excluding the camping unit and any other motorized vehicle that may be excluded through the Rules and Regulations.

## **Article II Use and Ownership**

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. No Camping Site/Rental Unit may be used or occupied by any Owner unless and until such Owner has complied with the reservation procedures in effect at the time of use. No portion of Unicoi Springs Camp Resort should 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 nor shall any disorderly conduct, harassment, or illegal activity as determined by State and Federal law, be permitted to occur or be committed upon any Camping Site/Rental Unit or within Unicoi Springs Camp Resort. No vulgar or derogatory language is to be used in common areas. Unicoi Springs Camp Resort Maintenance Staff/Board of Directors/Security may move

stored campers on site before the Reservation Period. All vehicles must be legally licensed, insured as required by law and in operating order.

The number of vehicles allowed on each site or in the Resort may be limited to each Owner as determined by the Rules and Regulations in effect at the time of use. That is, the Resort may limit the number of vehicles allowed on the Resort, by any Owner/Guest, as determined by the policies and procedures in place on the date of use. All vehicles utilized in the Resort must be insured as required by law. The Resort may have Permit Storage or Temporary Storage for storing Owner's camper/golf cart/trailer and other Owner's property approved per the Rules and Regulations in effect on the date of such storage. To utilize Permit Storage or Temporary Storage, Owner must be approved and have a contract for such use of storage facilities. Any recreational vehicle placed in Permit Storage or Temporary Storage shall be moved to and from that area by Resort staff, Board of Directors, or Security only. There will be on/off fees as defined per the Rules and regulations 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. Owners may be allowed to move their property other than camper/recreation vehicle to a storage area, such as golf carts or utility trailer.

**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, to the extent available, may be reserved for use up to sixty (60) days in advance. A reservation may be made for fourteen (14) days per calendar month for each Undivided Interest in accordance with the then existing Rules and Regulations. A use period may be split or divided into a segment of days as desired by the Owner of the Undivided Interest; however, such use period does not exceed fourteen (14) days 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 a guest approved in accordance with the terms herein during the time reserved within the use Period. Upon taking occupancy of that Camping Site, the Owner of the Undivided Interest is entitled to the exclusive use and occupancy of that Camping Site for the entire reserved portion of the use period. 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. That is for a Camping Site/Rental Unit to be "Occupied", it shall require that the Owner, or the approved guest, actually occupy the reserved camping site during each night of the reserved period.

A Reservation Fee may be assessed for each day of a reservation and or/cancellation of the reservation. Reservation and other amenity fees are set per the Rules and Regulations in effect at the time of use.

**Section 3. Days Out/Sites Left Unattended.** Days out are regulated by the Rules and Regulations. Owners must sign out upon leaving Unicoi Springs Camp Resort and sign in upon return to Unicoi Springs Camp Resort.

**Section 4. Limitation on Use.** An Undivided Interest Owner shall be entitled to use a Camping Site/Rental Unit within Unicoi Springs Camp Resort for a maximum of fourteen (14) days per Undivided Interest out of any calendar month. An owner may not allow another owner to use any portion of their fourteen (14) day use period.

**Section 5. Ownership.** Fee simple title to the Unicoi Springs Camp Resort shall be vested to the Owner through a properly executed and filed deed reflecting ownership of an Undivided Interest. Each Owner, by acceptance of a deed vesting an Undivided Interest, covenants and agrees 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 without renewal. Furthermore, each Owner, by acceptance of a deed vesting an Undivided Interest, does thereby agree that no singular Undivided Interest shall be further divided, partitioned or in any way fractionalized until such time as these covenants might expire without renewal.

A "U" Number meaning a unit number, will be assigned by Unicoi Springs Camp Resort to the Deed of each Undivided Interest to identify an Owner's deeded interest.

An Owner may Forfeit their ownership through a voluntary surrender. When the Owner has forfeited or surrendered their ownership, their deed will revert back/be recovered to the Association of the Unicoi Springs Camp Resort.

**Section 6. 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. 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" attached hereto currently has a total of three hundred (300) Camping Sites.

**Section 7. 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. That is, the Unicoi Springs Camp Resort is not liable for any damage to personal property, including vehicles left on the premises. All people using the Unicoi Springs Camp Resort facilities do so at their own risk and the Unicoi Springs Owners Association does not assume any responsibility for the use of the facilities or for engaging in any activity at Unicoi Springs Camp Resort.

Subject to Article II, Section 8 below, Owners, their spouses, family members and guests as authorized by the Unicoi Springs Owners Association's Rules and Regulations, in effect at the time of use, or the entity authorized representative are entitled to the rights and privileges of use as might be accorded an Owner; however, 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 in effect at the time of use. Family members shall be defined as those who are immediate family of the Owner(s), being children or parents.

**Section 8. Restrictions On Use by Owners.** Ownership of an Undivided Interest shall be regulated not to exceed five (5) Undivided Interests per owner except for those Owner(s) who have more than five (5) Undivided Interest at the time of the signing of the Amended Covenants Approval. The number of occupants allowed per camper or rental site may be limited through the Rules and Regulations in effect at time of use. A corporation, partnership, or other legal entity, or multiple Owners (being more than one (1) natural person or spouses 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 through the commencement of a new calendar year at which time a new designee shall be made. Such designated managing agent, together with their spouse and family members of the designated managing agent who resides with such designated managing agent 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 7 of this article II, provided such definitions shall relate to the designate.

**Section 9. Restrictions On Use of Camping Sites/Rental Units.**

(a) No portable latrines or other systems for deposit of defecation material or other bodily waste bare authorized on any Camping Site unless 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, family members and guests for the deposit of such materials and other appropriate usage. Upon termination of use of a Camping Site/Rental Unit, the Owner shall leave such Camping Site/Rental Unit in at a minimum, the exact same condition as existed when the Owner arrived at the Camping Site/Rental Unit.

(b) Each Camping Site/Rental Unit is supplied with a picnic table, and 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 Manager or Board of Directors.

(c) All trash, garbage, and rubbish shall be deposited in dumpsters provided. 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, the Owner shall leave such Camping Site/Rental Unit in, at a minimum, the exact same condition as existed when the Owner arrived at the Camping Site/Rental Unit.

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

(e) Upon termination of use, all fires shall be adequately extinguished to prevent the spread of fire, and no Owner shall leave a fire smoldering or unattended for any period of time. The effective Rules and Regulations may limit areas or types of fire throughout the Resort. Upon termination of use of a Camping Site/Rental Unit, the Owner shall leave such

Camping Site/Rental Unit in at a minimum, the exact same condition as existed when the Owner arrived at the Camping Site/Rental Unit.

(f) 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.

(g) 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 must be placed on the sewer line and circuit breakers must be turned off.

(h) There shall be no littering throughout the entirety of the Unicoi Springs Camp Resort.

(i) No Owner may use a Camping/Rental Site unless all fees and fines have been paid by such Owner and an approved reservation is made by said Owner.

(j) A guest of any Owner of an Undivided Interest shall not be authorized to use a Camping Site/Rental Unit until the Owner of the Undivided Interest who is extending use of the Undivided Interest signs in the guest at the Unicoi Springs Camp Resort office or other designated office of the Association established for check-in. If an owner is a guest of another owner staying with the owner, the Owner who is not a guest must be present for the entire stay of their guest. For an individual to lease an Undivided Interest from an Owner, the Owner must have a Business License from White County, Georgia, prior to said transaction.

Section (10.) **Condition Precedent to Use of a Camping Site/Rental Unit by An Owner.** To the extent permitted 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 and/or required to leave the Resort immediately upon demand. Moreover, each Owner shall stay and remain current in all payments of fees and assessments as may exist against his or her ownership interest. In the event an Owner is not current in payment of any fees and assessments, the Office registration representative may prevent and restrain occupancy and use of the Undivided Interest until such time as the Owner is current.

#### Section 11. **Administrative Fees.**

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

(b) Fees may be charged for associated Unicoi Springs Camp Resort expenses. Examples may include, without limitation, gate card fees, making copies, FAX, credit card fees and/or amenities.

(c) The Board of Directors, through the Rules and Regulations, will determine fees.

### **Article III Membership in the Association**

Section 1. **Membership.** Every Owner shall, automatically upon becoming a recorded 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.

Section 2. **Voting Rights.** 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 per 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 their 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 are current in all fees, fines, and other monies due to the Association and currently have 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 or for any other action for which a vote is required.

#### **Article IV Property Rights**

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, limit the access easement provided for herein by limiting use to paved areas or other areas of normal travel across the Common Area and furthermore, may from time to time, 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.

Section 2. **Camping Resort.** Improvements of the Resort, including without limitation, improvements to comfort stations, roadways, the lake, and a pavilion exist throughout Unicoi Springs 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 and/or operated by any other entity that is not the association.

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 playground, laundry and a community pavilion.

#### **Article V Expansion of Unicoi Springs Camp Resort**

Section 1. **In General.** The number of Camping Sites at the Unicoi Springs Camp Resort is currently three hundred (300) camping sites.

Section 2. **Annexation of Additional Property.** Unicoi Springs Camp Resort Owners Association does hereby reserve the right to expand property annexed to the Resort and will declare the use on such property. 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. Prior to recording of such Supplemental Declaration, the Unicoi Springs Camp Resort Owners Association shall depict Camping Sites/storage or use of the property so annexed by recording updated plat in the same manner as the Plat designating Camping Sites within the Exhibit "A" property was recorded. Such Declaration of Annexation may contain necessary or desirable provisions 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.

## **Article VI Easement Rights**

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 without limitation 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" and/or other property Exhibits.

Section 2. **Easement in Association.** The Unicoi Springs Owners Association, Inc., reserves an easement for entry, access, ingress, and exit over and on the Exhibit "A" and/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 right to direct or monitor any of the Association's activities or responsibilities performed under this easement.

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 Springs 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 Springs Camp Resort development of the Unicoi Springs Camp Resort or future properties. By acceptance of a deed to any Undivided Interest, each Owner does thereby 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 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.

## **Article VII Functions of the Association**

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:

- (a) To keep, maintain, repair, and improve the Common Area in a good condition and state of repair.
- (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 Owner thereof, in a good condition and state of repair.
- (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:
- (d) To maintain the property and amenities described on Exhibit "A", Exhibit "B" and any other property that is now existing or later acquired that is made subject to this Declaration to be kept in a safe and usable environment.



(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.

(f) To operate and maintain according to State, Federal and White County guidelines the water supply, electrical, and other utility systems, and swimming pools for the Unicoi Springs Camp Resort to the extent such water supply or utility systems are not operated and maintained by a public facility. This provision shall not prevent the use of public facilities in the event that the same becomes available and are needed for an emergency situation.

(g) To pay all taxes and assessments which may be levied by any governmental authority upon the 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;

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

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

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

(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, without limitation, the acquisition of property. The exercise of such rights shall be in accordance with the terms of the Association's By-Laws and Articles of Incorporation.

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

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

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

## **Article VIII Assessments**

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 per each Undivided Interest, 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. Such lien 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.

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.

Section 3. **Annual Assessments.** The annual budget shall be prepared to determine what the annual assessment that will 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, which shall be 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.

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.

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 the payment of any delinquent assessment not set forth therein. Any Owner shall be entitled, upon a written 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 five (5) business days after the receipt of the request and 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.

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 the same becomes 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 the same becomes 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 law.

## **Article IX General Provisions**

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 ten (10) years from the date this Declaration is recorded in the Superior Court land records of 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 Undivided Interest(s) of those eligible to vote of at least two-thirds (2/3) of the Undivided Interests of ballots returned (as long as a quorum is met) elect to terminate the same by method(s) determined by the Bylaws.

Section 2. **Amendments.** This Declaration may be amended by an Instrument of two-thirds of the vote (if a quorum is met) of Owners of Undivided Interest(s) of those eligible to vote.

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, electronic communication, or personal delivery. Owners have a duty to keep their contract information up to date.

Section 4. **Enforcement.** Enforcement of the covenants and restrictions contained herein may be by a proceeding at law or in equity. Failure by the Association to enforce any of the covenants or restrictions contained herein shall not be deemed a waiver of the right to do so thereafter. In addition, the Association may impose a monetary penalty/fine for the violation of any covenant or of any rule or regulations of the Association. Penalties are to be determined by the Schedule of Fees and Fines, as per the Rules and Regulations. Amounts incurred as monetary penalties for violation of the covenants, or the 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 the Unicoi Springs Camp Resort may be suspended for such violation for one (1) up-to thirty (30) days. Such suspension shall include expulsion from the Unicoi Springs Camp Resort and the refusal of user rights to the property. The Resort is hereby held harmless from any liability associated with such suspension. 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.

Section 5. **Severability.** If any term of the terms contained herein shall be held or made invalid by a court of competent jurisdiction, by a statute, by a rule or for any other reason, the remaining terms contained herein shall remain binding and will not be affected or impacted by any such term being deemed invalid.

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, the By-Laws of the Association and the Rules and Regulations.

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; however, 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 reservation, such that, for example, a reservation is made for use and upon arrival and no Camping Sites/Rental Units are available for use by such Owner, then, in such event, the Association shall provide lodging at an amount no larger than the average seasonal rate 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. Such lodging shall not be made available for a period exceeding two (2) nights

Section 8. **Additional Improvements.** Despite any provision otherwise contained herein, Unicoi Springs Camp Resort Association shall make no improvements to the existing 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 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 the two-thirds quorum vote of the then existing Owners of Undivided Interests who are in good standing.

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

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, and property interests to or by the Association, shall be deemed to be matters which significantly affect the Interest of Owners in the Unicoi Springs Camp Resort.

**Exhibit "A"**  
**Latest Amended July 9, 1984**

All that tract or parcel of land lying and being in Land Lot 8 of the 3<sup>rd</sup> 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 3<sup>rd</sup> Land District and Land Lot 1 of the 6<sup>th</sup> Land District of White County, Georgia; thence along and with the Land Lot line common to Land Lots 8 and 9 of the 3<sup>rd</sup> 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 6<sup>th</sup> Land District and Land Lot B of the 3<sup>rd</sup> 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 3<sup>rd</sup> 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 6<sup>th</sup> Land District and Land Lot 8 of the 3<sup>rd</sup> 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.

In Witness Whereof, the undersigned Unicoi Springs Camp Resort Board has caused these presents to be duly executed the day and year 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.