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STATE OF GEORGIA  
COUNTY OF WHITE

**TWELFTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, & RESTRICTIONS  
FOR  
PARADISE VALLEY CAMPGROUND**

This Twelfth Amendment to the DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR PARADISE VALLEY CAMPGROUND is made this 2nd day of July, 2002, in accordance with and pursuant to the provisions of DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR PARADISE VALLEY CAMPGROUND, dated April 10, 1992.

W I T N E S S E T H :

WHEREAS, on April 10, 1992, PARADISE VALLEY CAMPGROUND, INC., (the Declarant), recorded in the Official Records of White County, Georgia, in Deed Book 340, Pages 571-583, a DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR PARADISE VALLEY CAMPGROUND (hereinafter the "Declaration"); and

WHEREAS, said Declaration was first amended on June 3, 1992, recorded in the Official Records of White County, Georgia, in Deed Book 345, Pages 291-292; and

WHEREAS, said Declaration was again amended on October 14, 1993, recorded in the Official Records of White County, Georgia, in Deed Book 382, Pages 62-63; and

WHEREAS, said Declaration was again amended on July 24, 1994, recorded in the Official Records of White County, Georgia, in Deed Book 408, Pages 183-185; and

WHEREAS, said Declaration was again amended on September 14, 1995, recorded in the Official Records of White County, Georgia, in Deed Book 441, Pages 72-73, and

WHEREAS, said Declaration was again amended on August 16, 1996, recorded in the Official Records of White County, Georgia, in Deed Book 470, Pages 218-220; and

WHEREAS, said Declaration was again amended on May 14, 1997, recorded in the Official Records of White County, Georgia, in Deed Book 493, Pages 283-284; and

WHEREAS, said Declaration was again amended and recorded on July 16, 1998, recorded in the Official Records of White County, Georgia, Deed Book 544, Pages 82-97; and

WHEREAS, said Declaration was again amended on September 13, 2000, recorded in the Official Records of White County, Georgia, in Deed Book 652, Pages 216-217; and

WHEREAS, said Declaration was again amended and recorded on October 30, 2000, recorded in the Official Records of White County, Georgia, in Deed Book 658, Pages 258-260, and

WHEREAS, said Declaration was again amended and recorded on July 31, 2001, recorded in the Official Records of White County Georgia in Deed Book 658, Pages 327-329, re-recorded in Deed Book 718, Pages 234-236; and

WHEREAS, said Declaration was again amended October 31, 2001, recorded in the Official Records of White County, Georgia, in Deed Book 723, Pages 545-546; and

WHEREAS, in accordance with the terms of the aforesaid Declaration, and in particular Article IX, Section 2, the PARADISE VALLEY CAMPGROUND OWNERS ASSOCIATION, INC., has received the required number of affirmative votes from the Class "A" members and has received written consent from the Declarant to amend the DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR PARADISE VALLEY CAMPGROUND; and

WHEREAS, PARADISE VALLEY CAMPGROUND OWNERS ASSOCIATION, INC., wishes to amend the DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR PARADISE VALLEY CAMPGROUND to consolidate the prior amended covenants and for other purposes; and

WHEREAS, said right to amend remains in full force and affect as of the date hereof; and

WHEREAS, this Amendment is made pursuant to the terms of the Declaration,

NOW THEREFORE, PARADISE VALLEY CAMPGROUND OWNERS ASSOCIATION, INC., does hereby amend the Declaration as follows:

## **Article I Definitions**

Section 1. "Additional Property" shall mean all that property described in Exhibit "B" attached hereto and any property as may be adjacent to or contiguous with the Exhibit "B" Property (or Property made a part of PARADISE VALLEY CAMPGROUND) which may be added to the PARADISE VALLEY CAMPGROUND community in accordance with the terms of Article VI of this Declaration. Property shall be deemed to be adjacent to or contiguous with the Exhibit "B" Property (or Property made a part of PARADISE VALLEY CAMPGROUND) if it physically connects to such property, at any point, or if it is separated only by a road, public or private, or water course, including any river, creek or lake.

Section 2. "Association" shall mean and refer to PARADISE VALLEY CAMPGROUND OWNERS ASSOCIATION, INC., a Georgia Nonprofit Corporation, its successors and assigns.

Section 3. "Board of Directors" or "Board" shall be the elected body of the Association having its normal meaning under Georgia Nonprofit Corporation Act and Law.

Section 4. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the owners, including, without limitation, any portion of any roadways.

Section 5. "Common Expense" shall mean and include the actual and estimated expenses of operating the Association and the PARADISE VALLEY CAMPGROUND community, including any reasonable reserves, all as may be imposed hereunder of found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation.

Section 6. "Lot" shall mean a platted portion of the Properties, other than the Common Area, intended for independent use or ownership, and SHALL NOT INCLUDE ANY PORTION OF ANY ROADWAYS EVEN THOUGH ALL OR A PORTION THEREOF MAY LIE WITHIN THE BOUNDARIES OF NUMBERED LOTS AS SHOWN UPON THE APPLICABLE PLAT. Lots shall be shown on the plats of survey filed with this Declaration or amendments thereto or may be further described in any other Declaration or any portion of the Properties. The term "Lot" shall not include an individual timeshare or fragmented ownership of an accommodation, the term "Lot" encompassing the entire accommodation and not any ownership interest therein existing.

Section 7. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 8. "Mortgage" shall include a deed to secure debt, deed of trust, as well as a mortgage, and a "first mortgage" is a first priority deed to secure debt, deed of trust or mortgage.

Section 9. "Mortgagee" shall include a beneficiary or holder of a deed to secure debt, deed of trust, as well as mortgagee. A "first mortgagee" is the holder of a first priority deed to secure debt, deed of trust or mortgage on a Lot or Residential Unit.

Section 10. "Mortgagor" shall include the grantor of a deed of trust, as well as a mortgagor.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of any Lot which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of this definition, the Owner of a Lot on which Commercial Space exists shall be the record owner, whether one or more persons or entities, of the Commercial Space. The Owners of the Lot on which a cooperative, if any, is located shall be shareholders whose interests shall be allocable as their leasehold interest might otherwise be allocable.

Section 12. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 13. "Phase" shall mean the increments of property (1) described in Exhibit "A" and (2) subjected to this Declaration by any amendments or Supplemental Declaration, each such described property being a separate Phase.

Section 14. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such Additional Property as may hereafter be annexed by amendment of Supplemental Declaration to this Declaration or which is owned in fee simple by the Association.

Section 15. "Camping Unit" shall mean any portion of the Properties intended for use and occupancy as a camping accommodation by a single household. The term "Camping Unit" shall not include any Commercial Space, including, but not limited to, retail store and rental or reservation centers, which might be subject to all or part of this Declaration, unless otherwise designated by Declarant or for the purpose provided in Article VII, Section 1.

Section 16. "Recreational Vehicle (RV)" shall mean a vehicle or park trailer designed as a temporary living quarters for recreational camping, travel, or seasonal use. RVs may have their own motor power (as are motor homes) or may be towed by another vehicle (as are travel trailers, 5<sup>th</sup> wheel travel trailers and certain park model trailers that may be transported without requiring a special permit from the state highway department). Specifically excluded from the above are mobile homes, pop-up campers, truck campers, and homemade and/or converted vehicles, trailers and buses. Specifically included in the above are factory manufactured conversion buses.

Section 17. "Commercial Space" shall mean any portion of the Properties which may be designated by the Declarant for use for commercial purposes, including, but not limited to, retail stores, rental campers, or reservation centers. In the sole discretion of Declarant, Declarant may submit Commercial Space to all or some of the provisions of the Declaration by a Supplemental Declaration or by amendment, and Declarant hereby expressly reserves the right and option, but not the obligation, to submit such Commercial Space to all, any part of, or a part of the provisions of this Declaration. The reservation of this right and option shall include, but not be limited to, the Declarant's reserved right for as long as the Class "B" member shall exist to grant easements, right to ingress and egress, use right or other similar right of Owners over and to any Common Area or other Properties to the owners of the Commercial Space, their business invitee and Declarant's assigns. By exercise of this right and option, Declarant may give owners of Commercial Space and their business invitee the same rights given to Owners within the PARADISE VALLEY CAMPGROUND community under this Declaration. Commercial Space made a part of PARADISE VALLEY CAMPGROUND shall be in the sole discretion of Declarant aesthetically compatible with the overall construction of the community.

## **Article II Property Rights**

Section 1. General. Every Owner, and every owner of Commercial Space, if any, shall have a right and easement of enjoyment in and to the Common Area subject to any restriction, limitation, or provisions contained in

this Declaration. Such right and easement may be exercised by the Owner, or Commercial Space Owner, as the case may be, and the members of such Owner's family and his or her tenants, licensees and invitee, subject to such reasonable regulations or procedures as may be adopted by the Board. The aforementioned right and easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot, Commercial Space, if so created, subject to the following reservations, rights, and provisions:

(a) the right of the Association to suspend an Owner's or a Commercial Space Owner's voting rights and right to use the facilities as may be located on the Common Area for any period during which any assessment of the Association or such other association as may be made a part of the Properties against said Owner's, or Commercial Space Owner's, Lot or property remains unpaid, and for any infraction of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days;

(b) the right of the Declarant or the Association, with the approval of the Declarant, to dedicate, transfer, or grant permits, licenses, or easements in and to the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper development, maintenance, or operation of the PARADISE VALLEY CAMPGROUND community, all as benefit the Additional Property or the Properties or any portions thereof;

(c) the right of the Association to borrow money for the purpose of (1) improving the Properties or any portion thereof, (2) acquiring additional Common Area, or (3) repairing and improving any facility located or to be located on the Properties, and to give as security for the payment of any such loan, a mortgage or deed of trust conveying all or any portion of the Common Area; provided, however, the lien and encumbrance of any such mortgage or deed of trust given by the Association shall be subject and subordination to any and all rights, interest, options, easements, and privileges herein reserved or established for the benefit of Declarant, any Owner, any other person, or the holder of any mortgage or deed of trust irrespective of when executed, given by Declarant or any Owners encumbering any Lot, Camping Unit, or other property located within PARADISE VALLEY CAMPGROUND.

(d) the easement right of Declarant and its successors and assigns to enter and travel upon, over and across the Common Area for the purpose of completion and repair of the improvements within the Properties or Additional Property and for all reasonable purposes to further assist and enhance marketing of property, Lots, or Camping Units located or to be located on the Properties or Additional Property;

(e) the reserved easement and right in Declarant, invitee and guests of Declarant, the PARADISE VALLEY CAMPGROUND, its invitee and guests, and the then current members of the PARADISE VALLEY CAMPGROUND, present and future, to enter and travel upon, over, and across the Common Area for the purpose of accommodating the use of the PARADISE VALLEY CAMPGROUND facilities by such persons; and

(f) the reserved easement and right in Declarant, and assigns of Declarant who may own all or any portion of the Property that may possibly be annexed to this Declaration to use and enjoy the Common Area, such right and easement being in gross to Declarant but assignable (by Declarant) to any and all of those owners of all and any portion of property as might be annexed to this Declaration.

Section 2. Owner' sRight to Ingress, Egress, Use and Support. Every Owner, and every owner of Commercial Space, if any, (and their business invitee), shall have the right of ingress and egress over, upon and across the Common Area necessary for access to his or her Lot or Camping Unit and shall furthermore have the right and easement of use and enjoyment of the Common Area and the right to lateral support. Such rights shall be appurtenant to and pass with the title to each Lot or Residential Unit.

Section 3. Use of Common Area. Other than for the right of ingress and egress and the normal intended use as interpreted by the Declarant, the Owners are hereby prohibited and restricted from using any of the Common Area except as may be allowed by the Association' s Board of Director or as may be expressly permitted in this Declaration or any amendment or Supplemental Declaration applicable to all or a portion of the Properties. By way of explanation, and not limitation, no planting or gardening shall be done upon the Common Area and no fences, hedges, or walls shall be erected or maintained upon the Common Area, except as are installed by Declarant in accordance with the construction of the improvements located thereon or as approved by the Association' s Board of Directors or their designated representatives. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

Section 4. Acknowledgment of Rights of Use: Each Owner, each Owner of Commercial Space, if any, and each member of the Association, by acceptance of a deed or contract for deed to any lot or Camping Unit in PARADISE VALLEY CAMPGROUND, is deemed to accept the reservations, rights of use, licenses, easements, and permits existing in, through, and over the Common Area.

Section 5. Conveyance of Common Area. The Association covenants to accept title to all or portions of the Common Area when offered by the Declarant.

Section 6. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area and improvements located thereon. No rule or regulation shall, however, diminish, alter, or affect the rights or use, easements, permits, privileges, or licenses existing in Declarant, its successors and assigns, the members of the PARADISE VALLEY CAMPGROUND, or invitee or guests of Declarant or such member. Furthermore, no rule or regulation shall affect or treat Declarant, its successors and assigns, the members of the PARADISE VALLEY CAMPGROUND, or the invitee of Declarant or such member in a manner differently than the Association's rules may affect or treat its Class "A" members. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners, the Declarant, and the PARADISE VALLEY CAMPGROUND prior to the rule's effective date. Such regulations shall be binding upon the Owners and users, their families, tenants, guests, invitee, and agents, until and unless such regulation, rule, or requirement is specifically overruled, cancelled, or modified by the Board. The Board shall have the authority to impose reasonable monetary fines and other sanctions for violations of its rules, and monetary fines may be collected by lien and foreclosure, as provided in Article VII hereof. In addition, the Board shall have the right to suspend votes and the right to use the Common Area (other than for access to one's Lot) for violation of its rules, as well as to proceed judicially to enjoin and abate violations of such rules as if such rules were use restrictions contained herein as covenants on the Properties.

Section 7. Construction and Sale Period. Despite any provisions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant to maintain and carry on upon such portion of the properties as the Declarant may deem necessary, including, but not limited to, the Common Area, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to construction or sale, including, without limitation, business offices, signs, model lots, camping units, and sales offices, so long as construction on or offering for sale by Declarant of all or any portion of the Properties or Additional Properties, including Lots and Camping Units, continues. The right to maintain and carry on such facilities and activities shall include specifically the right to use Lots and Camping Units owned by Declarant as models and sales offices and to authorize sales and construction personnel to travel upon and enter the Common Area. Furthermore, Declarant reserves the right, during installation of streets or other facilities, as shown on any Subdivision Plat or plat of any Phase, to enter onto any Lot or Lots for the purpose of disposing of excavation, if necessary, whether or not the Lot or Lots have been conveyed to and/or contracted for or by any other Owner or Owners.

Section 8. No Partition. Except as is permitted in this declaration, there shall be no partition of the Common Area or any part thereof, nor shall any person acquiring any interest in any of the Properties or any part thereof seek any such partition, judicial or otherwise, unless the affected area has been removed from the provisions of this Declaration. This Section shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 9. Easements for Utilities, Etc. There is hereby reserved to the Declarant for as long as Declarant's right to annex Additional Property exists and thereafter to the Association, the power to grant blanket easements upon, across, over, and under all of the Property, including Lots, for ingress, egress, installation, replacing, repairing, and maintaining master television antenna or cable systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, telephones, gas, cable television, and electricity; provided this easement shall not authorize entry into or physical damage to any structure as might exist unless owned by Declarant if the Declarant is so acting or the Association if the Association is so acting. In furtherance of this easement, from and after such time as the Association is empowered as referred to herein, the Board shall, upon written request of Declarant, grant such easements as may be reasonably necessary for the development of any property described in Exhibit "A" or the Additional Property. In addition, Declarant reserves the easements and rights-of-way as shown on any Subdivision Plat or the Plat of any Phase or any of the Properties, including Lots, for the purpose of constructing, maintaining, and repairing a system or systems of electric lighting, electric power; telegraph and telephone line or lines, gas, sewers, or any other utility Declarant determines to install in, across, and/or under the

Properties; provided, however, Declarant reserves the right to relocate, make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

Section 10. Assignment of Declarant Rights. Declarant may assign its rights as Declarant to all or any portion of the Property or Additional Property to any party or parties who take title to all or any portion of the Property or Additional Property for the purpose of development and sale. Declarant, however, unless otherwise specifically assigned, shall, so long as it owns any interest in the PARADISE VALLEY CAMPGROUND, retain all Class "B" votes despite any other such transfer or assignment.

### **Article III Association Membership and Voting Rights**

Section 1. Membership. Subject to Section 2 of this Article, every person who is the record owner of a fee or undivided fee interest in any Lot or Commercial Space that is subject to this Declaration shall have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership.

Section 2. Multiple Owners. No Owner, whether one or more persons, shall have more than one (1) membership per Lot Owner; provided, however, multiple use rights for multiple owners shall exist subject, however, to the right of the Board of Directors to regulate and limit use by multiple Owners. In the case of any Commercial Space, including a rental or leasehold facility, all occupants shall have use and easement rights, while in occupancy, coextensive with Class "A" members. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse.

Section 3. Voting. The Association shall have three (3) classes or membership, Class "A", Class "B" and Class "C".

(a) Class "A". Class "A" members shall be all Owners with the exception of the Class "B" and "C" members. Class "A" members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership by Section 1 hereof. When more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one person seeks to exercise it.

(b) Class "B". The Class "B" member shall be the Declarant. Until termination of the Class "B" vote, as below provided for, the Class "B" member shall be entitled to three (3) times the total number of existing Class "A" and Class "C" votes. The Class "B" membership shall terminate upon the happening of the earlier of the following:

(i) One hundred twenty (120) days after seventy-five percent (75%) of the Lots contemplated to be part of PARADISE VALLEY CAMPGROUND have been conveyed to purchasers other than Builder/Owners or affiliates of Declarant;

(ii) When, in its discretion, the Declarant so determines; or

(iii) Ten (10) years following conveyance of the first Lot in PARADISE VALLEY CAMPGROUND to a purchaser other than an affiliate of Declarant.

From and after the happening of these events, whichever occurs earlier, the Class "B" members shall be deemed to be Class "A" members entitled to one (1) vote for each Lot in which it hold the interest required for membership under Section 1 hereof.

(c) Class "C". Class "C" members shall be the Owners of any Commercial Space (other than the Association) which may be subject to the terms of this Declaration. Class "C" members shall have such memberships, voting rights and additional rights as may be delineated in any Supplemental Declaration subsection such space to this Declaration.

Section 4. Other facilities

(a) Every Owner of a Lot or member of the Association, by acceptance of a deed thereto or interest therein does thereby acknowledge that there may exist, in the general vicinity of the PARADISE VALLEY CAMPGROUND, facilities in which rights of use may be offered on a fee or non-fee basis to Owners of Lots in the PARADISE VALLEY CAMPGROUND community as well as to those not owning property in the PARADISE VALLEY CAMPGROUND community. The Owners of Lots in the PARADISE VALLEY CAMPGROUND community, by acceptance of a deed or interest therein, acknowledges that ownership of a Lot or interest in the PARADISE VALLEY CAMPGROUND contemplated herein does not entitle such Owner or the Association to any proprietary, membership or equitable interest in the PARADISE VALLEY CAMPGROUND facilities. Declarant's present intention, stated here for information purposes only, and not as a warranty or representation of a future fact, is that no such facilities, (other than a coin operated, on premises, laundry), presently exist, nor are any other such facilities presently contemplated. Notwithstanding the foregoing, however, Declarant has the right but not the obligation, to offer any such facility to the Association for purchase at the prevailing market price as determined by the Declarant and thereafter, if the Association does not agree to purchase such facilities with fifteen (15) days of the receipt of the offer to sell, the Declarant may sell or convey such facilities as Declarant in its sole discretion may determine. In the event of purchase by the Association, any such conveyance shall not disrupt existing use rights as might exist in the facility and any such conveyance shall be expressly conditioned upon the continue recognition and existence of existing use rights subject to payment of fees as may be adjusted.

#### **Article IV Association Powers and Responsibilities**

##### **A. In General**

Section 1. Common Area. The Association, subject to the rights of the Owners, Owners of Commercial Spaces, set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. The Association shall maintain, operate, and preserve the Common Area for the good and benefit of the community and holders of easements herein provided for or contemplated.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof and any other personnel as the Association's Board of Directors shall determine to be necessary or desirable for the proper operation of the Properties. Such personnel may be furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The association may obtain and pay for legal accounting services necessary or desirable in connection with the operation on the Properties or the enforcement of this Declaration. The Declarant and the Association may, but shall not be required to, arrange as an Association expense with others to furnish trash collection, security, cable television, and other common services to each Lot, Residential Unit, or Commercial Space within PARADISE VALLEY CAMPGROUND.

Section 3. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property.

Section 4. Power to Contract. The Association may, acting through its Board of Directors, contract with any other residential or commercial association, Parcel, or neighborhood within or adjacent to PARADISE VALLEY CAMPGROUND to provide services and/or perform services on behalf of such other association, Parcel, or neighborhood.

Section 5. Enforcement of Restrictions. The Association shall have the right and power to enforce each and every restriction herein contained, including those restrictions relating to architectural approval and modification, and shall have all those powers and privileges necessary or desirable to so act, and may, at its sole discretion, appoint review boards, (and particularly architectural review boards), to evaluate, or determine compliance with, restriction, and particularly to preapprove anticipated architectural compliance prior to commencement of construction of any particular allowed Improvement.

Section 6. Power to Assess. The Association shall have the right and power, as more particularly set forth in this Declaration, to fix, levy, collect, and enforce payment by any lawful means, all charges and assessments

pursuant to the terms of this Declaration, to pay all expenses in connection therewith, and all office and other expenses incident to the conduct and affairs of the business of the Association.

Section 7. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the By-laws, or its Articles or Incorporation and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## B. Maintenance.

Section 1. Association Responsibility. The Association shall maintain and keep in good repair the Common Area, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon the Common Area.

Section 2. Owner' s Responsibility. Subject to Article X hereof, the maintenance responsibility of an Owner or of an owner of Commercial Space shall be as follows:

(a) All maintenance of Lots or Camping Units, unless specifically identified hereunder or in a Supplemental Declaration or other applicable Declaration of Covenants as being the responsibility of the Association or another party or entity, shall be the responsibility of the Owner of such Lot or Camping Unit.

(b) All maintenance of Commercial Space, if any, shall be the responsibility of the owner of such Commercial Space unless identified in a Supplemental Declaration or other applicable Declaration of Covenants as being the responsibility of another party or entity.

(c) In the event the Board of Directors of the Association determines that (i) any Owner or owner of Commercial Space has failed or refuses to discharge properly his or her obligations with regard to the maintenance, repair, or replacement of items for which he or she is responsible hereunder; or (ii) that the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, an owner of Commercial Space, his or her family guests, lessees, or invitee, the Association, except in the event of an emergency situation, shall give the Owner or owner of Commercial Space written notice of the Association' s intent to provide such necessary maintenance, repair, or replacement, at their sole cost and expense; the notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary and the cost thereof. The noticed party shall have fifteen (15) days within which to pay such amount claimed; or, in the event such maintenance or repair is to the owner' s Camping Unit, Lot or Commercial Space complete said maintenance repair, or replacement; or, in the event that such maintenance, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence such work which shall be completed within reasonable time. If any Owner or Owner of Commercial Space does not comply with the provisions hereof the Association may provide any such maintenance, repair, or replacement at such person' s sole cost and expense, and the cost shall be added to and become a part of the assessment to which such party is subject and shall become a lien against the Lot or Commercial Space of such party.

## C. Insurance and Casualty or Liability Losses.

Section 1. Insurance. The Association' s Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board may, but shall not be required to, obtain a public liability policy applicable to the Common Area covering the Association, its officers, directors, members, and agents. Unless otherwise provided by the Board of Directors, the cost of all such insurance coverage shall be paid from the common expense. Each insurance policy may contain a deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as Trustee, for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:



(a) All policies on the Common Area shall be for the benefit of the Declarant, (so long as they may have an ownership interest in the common areas), Owners, and their mortgagees, as their interests may appear.

(b) Exclusive authority to adjust losses under policies in force on any portion of the Properties, including the Common Area obtained by the Association shall be vested in the Association' s Board of Directors; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the; settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Association' s Board of Directors hereunder be brought into contribution with insurance purchased by individual owners, occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose shall be disbursed for payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction or in the event no repair or reconstruction is made after making such settlement as is necessary and appropriate with the affected Owner or owners and their mortgagee (s), as their interests may appear, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of any part of the Properties and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 12 of this Article, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, available proceeds shall be disbursed in the manner as provided for excess proceeds in Section 2(a) hereof.

Section 3. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total vote of the Association and the Declarant shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination whether the damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Property by its respective owner or owners in a neat and attractive condition.

Section 4. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association' s members, levy a special assessment against all Owners ultimately responsible for the payment of the policy premium in the same proportion as an Owner' s assessment bears to the Association's budget. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

Section 5. Lot Owner' s Responsibility. By virtue of taking title to a Lot or commercial Space, each Owner

of a Lot or owner of Commercial Space covenants and agrees with all other Owners and Owners of Commercial Space and with the Association to carry all-risk casualty insurance in the event the Association does not carry blanket all-risk casualty insurance on improvements on Lots or the Commercial Space. Each Owner or Owner of commercial Space, if any, further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of any structure located on a Lot or any Commercial Space, he or she shall proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction. In the event that any Camping Unit or Commercial Space structure is totally destroyed or rendered uninhabitable or unusable and the owner thereof determines not to rebuild or reconstruct, then that owner shall clear that Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. The obligation of a Lot Owner hereunder specified shall not be applicable to any Owner whose Lot is insured under a casualty insurance policy obtained by an Association of owners on his behalf.

## **Article V Condemnation**

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the award made for such taking shall be payable to the Association, as Trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the Class "A" members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area, to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article IV hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvement on the Common Area, or if there is a decision made not to repair or restore, or if there are not funds remaining after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

## **Article VI Annexation of Additional Property**

Section 1. Annexation Without Approval of Class "A" Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option (but not the obligation), from time to time at any time until ten (10) years from the date this Declaration is recorded in White County, Georgia, Official Records to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of Additional Property, whether in fee simple or leasehold, by filing in the White County, Georgia, Real Property Records, an amendment annexing such property. Such amendment to this Declaration shall not require the vote of members. Any such annexation shall be effective upon the filing for record of such amendment, unless otherwise provided therein. Such amendment may specify such specific use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property as Declarant may, in its own discretion, determine.

Declarant shall have the unilateral right to transfer to one or more other persons the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least that part of said Additional Property to which such right, privilege, and option is assigned; provided, further, such assignment shall not remove Declarant's right, option and privilege to annex.

Section 2. Annexation With approval of Class "A" Membership. Subject to written consent of the owner thereof, upon the written consent or affirmative vote of a majority of the Class "A" members present or represented by proxy at a meeting duly called for such purpose, and of the Declarant, the Association may annex real property other than the Additional Property, and following the expiration of the right in Section 1, the Additional Property, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the White County, Georgia, Official Records, a supplementary amendment in respect to the property being annexed. Any such supplementary amendment shall be signed by the President and the Secretary of the Association, and any such

annexation shall be effective upon filing, unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Class "A" members of the Association, called for the purpose of determining whether additional property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws of the Association for regular or special meetings, as the case may be.

## **Article VII Assessments**

Section 1. Creation of General Assessment. There are hereby created General Assessments for Common Expenses as may from time to time be specifically authorized by the Board of Directors. General Assessments shall be levied against all Lots subject to this Declaration and shall be used to pay expenses determined by the Board to be for the benefit of the Association, its members, and the Properties as a whole, including, but not limited to, maintenance and insurance of the Common Area and expenses otherwise incurred by the Association in accordance with its rights, powers, and privileges. The General Assessment levied against and payable by Lot shall be determined by multiplying the established General Assessment rate times the number of Camping Units located on the Lot, provided, however, every Lot on which no Camping Unit exists (other than as otherwise herein provided) shall pay a General Assessment equal to an amount determined as if one (1) Camping Unit were located thereon, and further provided a Camping Unit located on Commercial Space shall only pay that portion of the annual General Assessment equal to the portion of the expired year that such a unit has been occupied.

Section 2. Creation of Parcel Assessment. There are hereby created Parcel Assessments for Common Expenses as may from time to time be authorized by the Board of Directors. Parcel Assessments shall be levied against Lots with particular Parcels of the Properties for who benefit expenses are incurred, such as maintaining and operating facilities and amenities within a Parcel reserved for use of the residents within that Parcel, expenses of enforcing all assessments, covenants, and conditions relating to a respective Parcel, and expenses determined by the Board to be for the benefit of a restrictive Parcel. Each Lot within a Parcel shall pay a Parcel Assessment computed in the same manner as such Lot pays a General Assessment. Parcel Assessments established in one Parcel do not need to be equal to Parcel Assessments established in another Parcel.

Section 3. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed or contract for deed, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association, in accordance with the provisions hereof:

- (a) Annual assessments or charges, including General and Parcel Assessments;
- (b) Special assessments, such assessments to be established and collected as hereinafter provided; and
- (c) Specific assessments against any particular Lot or Residential Unit which are established pursuant to the terms of this Declaration, including but limited to, reasonable fines as may be imposed in accordance with Article II, Section 7, hereof.

All such assessments, together with interest at the highest rate permitted by applicable law, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made regardless of conveyance thereof. Each such assessment, together with interest, costs, late fees and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment came due, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, any first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed in lieu of foreclosure will not be liable for Lot's unpaid assessments which accrued prior to the acquisition of title to such Lot by the mortgagee. Assessments shall be paid in such a manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration of the annual assessment for delinquents; the assessments shall be paid annually in advance, unless otherwise provided by the Board of Directors.

Section 4. Computation of General and Parcel Assessments.

(a) The initial annual general assessment shall be TWO HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$225.00).

(b) It shall be the duty of the Board at least forty-five (45) days prior to the commencement of a fiscal year to prepare a budget covering the estimated costs of operating the Association and the Properties during the coming year. The budget shall separately list General and Parcel Assessments, if any. The Board shall cause a copy of the budget and the assessments to be levied there from to be available to all members at a central location on the Properties at least twenty (20) prior to the meeting. The budget and assessment established there from shall become and be effective unless objected to in writing executed by at least a majority of the total Association eligible votes and delivered to the Board of Directors no later than ten (10) days prior to the effective date of the proposed budget. Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein or by the procedure herein described repeated as need be, the budget and assessments in effect for the current year shall continue for the succeeding year.

(c) Despite anything else contained herein, the amount of the budgeted assessment in any particular year may be increased by the Board of Directors of the Association in a succeeding year without need of making the budget available for disapproval by the members, and without membership consideration, so long as the proposed assessment does not exceed an increase greater than TEN PERCENT (10%) over that assessment charge for the preceding year.

Section 5. Special Assessments. In addition to the assessments authorized elsewhere herein, the Association may levy a special Assessment in any year. The Board, by majority vote, may impose any special assessment without a membership vote; provided so long as Declarant owns a Lot on the community, no special assessment may be adopted without the consent of the Declarant.

Section 6. Effect of Nonpayment of Assessments; Additional Maintenance Fee. Any assessments which are not paid when due shall be delinquent. Any assessments delinquent for a period of more than thirty (30) days shall incur a late fee in an amount as the Board may determine from time to time, but not to exceed Ten (\$10.00) Dollars or ten percent (10%) of the initial assessment amount owed, whichever is greater; provided, if the Board does not determine a late fee, the late fee shall be the maximum amount hereby authorized.

Section 7. Commencement of Assessment. Notwithstanding anything herein to the contrary, any and all assessments provided for in the Declaration shall commence against a respective Lot as in this section provided. Any and all assessments shall commence at the earlier to occur of the following: (i) at the time of conveyance of a Lot by the Declarant to an Owner or (ii) one (1) year from the date such Lot is subject to the terms of this Declaration; provided however, if any such lots remain unsold by Declarant at the end of such year, all lots owned by Declarant are subjected to the terms of this Declaration except that the annual assessment for such lots shall be TWENTY FIVE AND NO/100 DOLLARS (\$25.00) per lot, and such lots shall become subject to full assessment from the date of conveyance of such Lot to an Owner other than the Declarant; and provided however, at the end of the second year, all such lots owned by Declarant and unused for their intended recreational vehicle purpose shall be subject to annual assessment which shall be TWENTY FIVE AND NO/100 DOLLARS (\$25.00) per lot, and such lots shall become subject to the full assessment from the earlier of the date of conveyance of such a Lot to an Owner other than the Declarant, or the conversion to, or use of, the Declarant Lot for its intended recreational purpose.

## **Article VIII**

### **Mortgagees' Rights**

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages in PARADISE VALLEY CAMPGROUND. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and to the By-Laws of PARADISE VALLEY CAMPGROUND Property Owner's Association, Inc. Where indicated, these provisions apply only to "eligible holders", as hereinafter defined.

Section 1. Payment of Taxes. First mortgagees may, jointly or individually, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common

Area. First mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

Section 2. No Priority. No provisions of this Declaration or the By-Laws gives or shall be construed as giving any Owner or any other party priority over any rights of the first mortgage in the case of a distribution of such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area.

Section 3. Notice of Default. Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by an Owner of a Lot or Camping Unit in which such mortgagee has an interest or any obligation under this Declaration, the By-Laws, or the Articles of Incorporation which is not cured within sixty (60) days.

## **Article IX General Provisions**

Section 1. Coverage and Term. The covenants and restrictions of the Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The covenants, conditions, and restrictions of this Declaration, as they may be amended from time to time, shall run with and bind the properties for a term of twenty (20) years from the date of recordation, unless amended, as herein provided. After such initial term, such covenants, conditions, and restrictions shall automatically extend for successive periods of ten (10) years each, unless within sixty (60) days before the commencement of any such ten (10) year period, these covenants are extinguished by a written instrument executed by the members holding at least seventy-five percent (75%) of the Class "A" votes, seventy-five percent (75%) of the Class "C" votes, and if existing, the approval of the Class "B" member and such instrument is recorded.

Section 2. Amendment. Subject to the provisions of Article IX, this Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of members representing two-thirds (2/3) or more of the total voting power of the Association authorized to vote on amendments, plus the consent of the Class "B" member. Any amendment must be recorded among the Official Records of White County, Georgia. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Despite anything otherwise contained herein, in the event it is determined that any provisions of this Declaration needs to be amended to conform to guidelines established by an institutional lender who holds a loan secured by property subjected to this Declaration, Declarant, without need of a membership vote, may make and adopt such amendments.

Section 3. Variances and Waiver of Restrictions. So long as permitted by Georgia Law and so long as Declarant owns any Lot or interest in property subjected too this Declaration, Declarant may waive or otherwise allow and authorize variances from the terms and restrictions hereof or the terms and restrictions of any Supplemental Declaration as might hereafter be relevant to the Property or any part thereof.

Section 4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 5. Merger and Subdivision of Lots. There shall be no subdivision or merger of Lots.

Section 6. Corrective Plats. Until the time a Lot or Camping Unit within a respective Parcel or Phase is transferred by the Declarant to another, (other than an affiliate of Declarant, or a holder of a first mortgage), no Owner of any Lot or Camping Unit shall have any rights whatsoever to the continuation of any covenants, conditions, or restrictions on such Parcel or Phase as contained herein or as may be imposed expressly or impliedly, by recordation of any plat or as might otherwise be implied or expressed. In furtherance thereof, until the time a Lot or Camping Unit within a respective Parcel or Phase is transferred by the Declarant as aforementioned, the Declarant may revoke or cancel any plat or other instrument which might be deemed, either expressly or impliedly, to impose any covenants, conditions, or restrictions or may take whatever steps it deems necessary or desirable to avoid the implication of such existing.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George Walker Bush, President of the United States.

Section 9. Reservation From Lot Conveyance. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or Parcel of Land within the Properties by contract, deed, or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, or television purposes and shall convey no interest in any pipes, lines, poles, or conduits, or in any utility facility or appurtenances thereto, constructed by or under authority of Declarant or any easement owner, or their agents through, along, or upon the premises affected thereby, or any part thereof, to serve said land or any another portion of the Properties, and where not affected the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

Section 10. Incorporation by Reference. All dedications, limitations, restrictions, and reservations shown on any recorded subdivision plat or any recorded plat of a Phase are incorporated herein and made a part hereof as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant and, thereafter, each successive Owner, conveying any of the Properties, whether specifically referred to therein or not.

## **Article X** **Use Restrictions**

Section 1. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood, or which interferes with the reasonable quiet enjoyment of other Lot owners use of their respective Lots, or which shall increase the rate of insurance. The display or shooting of firearms, BB or pellet guns, bows and arrows, blowguns and fireworks is prohibited, except that controlled fireworks displays not in violation of any laws and approved by the Board shall be allowed. No grease, cooking oils or animal fats may be poured upon the grounds of any lot or into the septic system or into the creek.

### Section 2. Recreational Vehicle Use and Related Structures Only (Residential Use Forbidden).

(a) Subject to Declarant's reserved rights herein, all lots shall be recreational vehicle lots and shall be used for no purpose other than recreational vehicle (camping) purposes. The construction of permanent residential structures is expressly prohibited. All other permanent structures are prohibited except as provided for herein. No mobile homes or recreational vehicles shall be used on any lot at any time as a residence, either temporarily or permanently.

(b) Only recreational vehicles (RVs) meeting the following criteria shall be allowed on the Lots:

1. No unit shall exceed 105 inches in width and 45 feet in length including tongue and hitch.

2. If any unit has slide-out or tip-out room, the width of the unit with the room extended shall not exceed 175 inches.
3. All units must have two holding tanks; one gray water tank, the other a black water tank, with knife valves to open and close to control fluids.
4. All units must have marine flush toilets (approximately one pint of water per flushing).
5. No unit shall have a shingled or pitched roof.
6. All units must be set up on the Lot as to be moved in a reasonable time frame (axles, wheels, tires, etc., must be left affixed).
7. No entrance service may be larger than 50 amp, 220 volt, 60 Hertz.
8. No LP bottle can be larger than 40 pounds and no more than two per unit.
9. No unit may have a central air conditioner that is pad mounted. All air conditioners must be recreational vehicle type and roof mounted.
10. Square footage cannot exceed 400 square feet.
11. All units must have a current license tag.
12. RV's outside skin must conform to factory installed RVIA or RPTIA aluminum or fiberglass.

Section 3. Limitation On Number of Recreational Vehicle Units. No more than one recreational vehicle will be permitted on any Lot.

Section 4. Exterior Maintenance. All recreational vehicles which are maintained on any lot must be in good condition, painted, and maintained on the exterior.

Section 5. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be posted, permitted, or maintained on any Lot or on the Common Area without the express prior written consent of the Board of Directors. The right is reserved by Declarant to construct and maintain such signs, billboards, or advertising devices as is customary in connection with the general sale of Property. Notwithstanding said prohibition, lot owners may have one sign per lot, giving the name of the lot owner, the name of the lot, or other similar information, or a sign prohibiting trespassing. Said sign must be approved by the Architectural and Site Improvement Committee prior to placement on any Lot. Lot owner may not display for sale sign on their lot, but Declarant shall provide adequate space for prominently listing lots for sale by owner, or through brokers, in a convenient and conspicuous location either upon the property or within commonly accessible building.

Section 6. Oil and Mining Operations. No oil drilling or development operation, soil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or minerals shall be erected, maintained, or permitted on any Lot.

Section 7. Septic System. Owners shall affect a trap situation in septic hoses, tubes, terrain permitting, so as to reduce fumes venting from septic system and shall use a "doughnut" or threaded means to affect an absolute seal.

Section 8. Storage and Disposal of Garbage and Refuse. Subject to Declarant's reserved rights, no Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste materials shall not be kept, except in sanitary containers constructed of metal, plastic, or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No lot shall be used for the open storage on any material whatsoever, which storage is visible from the street, except for new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as construction progresses without undue delay, until the completion of the improvements, after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 9. Pets. No horses, cows, hogs, poultry, or livestock of any kind (other than house pets of reasonable kind and number) may be kept on the Lot. No animals, particularly canines, with a history of biting, attacking, or exhibiting viciousness, shall be allowed on any Lot. Should such pets become a nuisance in the opinion of the Declarant or Board, they must be removed from the Properties. No pets are to run at-large.

Section 10. Drainage. Natural draining of streets, Lots, or roadway ditches will not be impaired by any person. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into

a ditch or diverting flow. Declarant or the Board may remove any culvert that obstructs the flow of water through the street ditches.

Section 11. Outside Installations. No hedges shall be permitted in excess of forty-eight (48) inches in height. No outdoors clothes poles, clothes lines, mailboxes, nor radio and/or television antennae shall be permitted on any Lot except that radio and/or television antennae designed for recreational vehicle use are permitted; however, in the event there exist a campground television system and such system is not operation, owners may install another type temporary television antenna, which shall be removed at such time as the campground television system is restored.

Section 12. Fuel Tanks. The installation of auxiliary fuel tanks inconsistent in size, type or location with tanks normally provided by the recreational vehicle manufacturer is prohibited except that a fuel tank may be installed for the office and each Lot may have one fuel tank for an outdoor cooker or grill.

Section 13. Storage Rules. There shall be no loose storage under the recreational vehicle. No moveable personal property shall be permitted to remain on any such lot when the site is not in use except for the following items: (a) tables, chairs, benches, portable barbeque, lawnmower, and other like portable personal property; (b) a cloth or non-rusting metal (e.g. aluminum) awning which is attached to the vehicle while in use, provided, however, that no sides may be attached to the awning; and (c) collapsible recreational vehicle screen rooms manufactured specifically to attach to awnings and be collapsed and stored when the awning is in the up position or the recreational vehicle is moved, are acceptable when maintained in good condition and adjusted to eliminate sloppiness and drooping; only one such screen room is permitted per recreational vehicle.

Section 14. Unlicensed, Unattended and Inoperable Motor Vehicles. No motorbikes, motorcycle, motor scooter, all terrain vehicles or other vehicles of that type shall be operated on the Properties, except that such vehicles which are licensed and equipped with a noise-restricting muffler may be used for ingress and egress from public roads to the individual lots. Bicycles operated after dark shall be used with a light and shall be equipped with a rear reflector. Vehicles not roadworthy (to include, without limitation, vehicles without adequately charged batteries and without fully inflated tires), and moveable upon their own power will be removed from the property, after two weeks, at the owner's expense.

Section 15. Utility Trailers, Boat and Boat Trailers, and Vehicle Tow Dollies. Storage of Utility Trailers, Boat and Boat Trailers is prohibited on individual Lots. A Utility Trailers may be on an individual Lot for the purpose of loading or unloading contents or equipment only. Storage of one (1) Vehicle Tow Dolly is permitted provided the Vehicle Tow Dolly is used to tow Lot Owner's vehicle behind Lot Owner's motor home.

Section 16. Individual Wells Prohibited. No individual well shall be permitted on any lot.

Section 17. Digging. Before digging or driving an object in the ground on a Lot, the owner shall take whatever steps necessary to determine that the contemplated action will not rupture or interfere with any underground cables or pipes. Should any owner violate this section and injure any underground cable or pipe, said owner shall pay for any required repairs.

Section 18. Restriction on Dangerous Activities. (a) No burning of wood, leaves, trash, garbage, or other refuse shall be permitted without a "burning permit" secured from the Association. (b) No open fire of any kind shall be permitted on any campsite except within the confines of a masonry fireplace of approved design, a barbeque pit of approved design, a clear space of ground encircled with large stones and in a approved manner, a metal cooking device of approved design, and all such fires must be attended at all times and thoroughly extinguished upon completion of use. Only charcoal or untreated wood may be used in campfires. Campfires shall not be allowed to smolder or smoke excessively. All campfires must be extinguished by midnight. (c) No hunting or shooting of firearms, bows and arrows, blow guns, B-B guns, pellet guns or the like is permitted within the property boundaries. (d) No vehicles of any type may be driven or towed in a reckless manner on or along any street or service driveway within the property boundaries, and, furthermore, vehicles must observe speed restrictions and noise limitations, as established from time to time, throughout the property.

Section 19. No Camping on Common Property. No camping shall be permitted in any area designated as common property, streets, or service driveways.



Section 20. Parking. No vehicle shall be parked on or along any street or service driveway or common property, except as such area may be, from time to time, so designated for parking. No commercial trucks shall be parked for storage at any time on any lot except during deliveries, or servicing, with the exception of trucks designed and equipped for camping uses.

Section 21. No Trespassing. Entering upon the lot of another owner without permission is prohibited.

Section 22. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the property now or hereafter made subject to this Declaration shall be observed. In the event of any conflict between any provisions of any such governmental code, regulation or restriction and any provision of the Declaration, the more restrictive provision shall apply.

Section 23. Entry by Law Enforcement Officials. Law Enforcement Officers of the White County Sheriff's Department shall have the right to enter upon and to patrol the private streets within the property and enforce thereon all applicable county ordinances; the Georgia Motor Vehicle Code; and Provisions of the Georgia Criminal Code; however, said Law Enforcement Officers shall not have the duty to enforce such ordinances and laws and shall do so at its sole option and at such times and on such occasions as it deems necessary.

Section 24. Lot Structure Improvements. The Architectural and Site Improvement Committee must approve any and all structural improvements made on an owner's Lot. Such approval must be obtained prior to the delivery of any materials or the start of any construction for such items as, but not limited to, storage buildings, screen rooms, gazebos, decks, porches, concrete pads, walls, fences, railroad ties and lattice. The lot owner must submit a detailed construction plan that includes the dimensions of the structure, type and color of the construction material to be used, site placement and color of paint or stain. No structures shall be erected or maintained on any Lot within 50 feet of an existing creek or stream. The Architectural and Site Improvement Committee must be allowed to make a final inspection upon completion for covenant compliance.

Section 25. Storage Buildings. Notwithstanding any other provision hereof, it is expressly provided that each lot may have constructed thereon one (1) storage unit not to exceed 80 square feet or 8 feet by 10 feet with wood frame construction and peaked roof. Shingles shall be architectural style, asphalt/fiberglass and shall be brown cedar tone, gray, charcoal or green in color to compliment the color of wood siding. Wood siding will be cedar, pine or redwood lap, moody pine board (grooved lap), or groove board pine design. Such building (a) must not be multiple story; (b) must not exceed 14 feet in height from the ground at the highest point, except as may be necessitated on one end by the terrain; (c) must be separated from the Recreation Vehicle by a minimum span of four (4) feet at the nearest point; (d) must be completely stained/painted including any lattice in either brown earth tone, or gray earth tone colors; and (e) the basic structure including walls, roof, windows and doors must be completed within 60 days of commencement of construction. Storage buildings may have one (1) small glass window and a solid door or a door with a glass window insert.

Section 26. Screen Rooms. It is expressly provided that each Lot may have constructed thereon one (1) screen room no larger than 320 square feet with wood frame construction and peak roof. Shingles shall be architectural style, asphalt/fiberglass and shall be brown cedar tone, gray, charcoal, or green in color to compliment the color of the wood siding. Wood siding will be cedar, pine or redwood lap, moody pine board (grooved lap), or groove board pine design. The exterior walls must be a total of at least 60% screened, based on standard 8 feet high walls. If a screen room is combined with a storage building, the portion of the combined structure that is screen room must meet the total 60% screen requirement. Vinyl windows, occasionally referred to as "Florida glass windows," that can be pushed up so that the opening is at least 70% screened may be used in screen rooms. Such buildings (a) must not be multiple story; (b) building foundation post shall not exceed 2 ft in height, measured at the highest terrain where any one foundation post is located. All other foundation post height will be as needed to level the building. Building shall not exceed 14 ft in height, measured from the sub-floor, with a roof of 3 and 12, 4 and 12 or 5 and 12 pitch. (c) must be separated from the Recreational Vehicle by a minimum space of four (4) feet at the nearest point; (d) must be completely stained/painted including any lattice in brown earth tone, or gray earth tone colors; and (e) the basic structure including walls, roof, windows, and doors must be completed with 60 days of commencement of construction. If a screen room is a separate structure from a storage building, like colors must be used on both structures. Black or gray plastic curtains may be used on the exterior of the screen rooms from October 1<sup>st</sup> until May 1<sup>st</sup> only.

Section 27. Decks. All decks must be constructed of either pressure treated lumber, cedar lumber or redwood lumber, and construction must be completed within 30 days from commencement of construction.

Section 28. Porches. Attached manufactured screen porches must be of substantially similar material and design as those plans on file with Declarant and Owner's Association.

Section 29. Fences and Walls. (a) Owners shall not erect any fence except a split rail cedar or cypress fence and no fence shall encroach upon the property not belonging to owner. (b) Owners shall not construct any wall except walls approved by the Declarant of Board as retaining walls to make lots level.

Section 30. Utility Area Enclosures. The area immediately surrounding a Lot's water, electric and sewer hook-ups may be enclosed on three sides. The enclosure must be constructed using pressure treated lumber for the framework and either pressure treated or heavy plastic lattice, in pre-baked colors of white or earthtone gray, green or brown. The wood must be stained or painted with a color that matches the Lot's other color scheme. The enclosure's actual size and height will be determined by the location of the utilities on individual Lots.

Section 31. White Aluminum Awnings. White Aluminum Awnings are permitted provided they are installed in accordance with the guidelines approved by the Board of Directors dated June 24, 2002. An approval from the Architectural and Site Improvement Committee must be obtained prior to delivery of any materials.

Section 32. Skirting. Travel trailer, fifth wheel travel trailer, motor home or park model may be skirted with either pressure treated lattice or a heavy plastic lattice, in pre-baked colors of white or earth tone gray, green or brown. Storage building and screen rooms may be skirted with these same material, however, only in the matching gray, green or brown earth tones.

Section 33. Carports Prohibited. No "carports" or similar structure shall be constructed or maintained on any lot, a similar structure shall specifically include, but shall not be limited to a roof or other structure constructed to shelter a recreational vehicle.

Section 34. Heating and Cooling Units. Heating and cooling units which are floor mounted through the wall models (hotel/motel style) are permitted in out buildings. Heating and cooling units, which are central type, are permitted so long as they or any of their components are under the outbuilding and are not visible. Window units are not permitted.

Section 35. Outside Toilets and Showers Prohibited. No outside toilet, outhouse, individual sewerage or waste disposal system, whether of a permanent or temporary nature, shall be permitted on any Lot; except marine type self contained toilets with holding tanks (same as required for recreational vehicles), and showers with water saver heads, installed within the permitted 8 foot by 10 foot storage building connected to the campground septic system is permitted.

Section 36. Washing Machines. No washing machines shall be permitted in any out building.

Section 37. Garbage Disposals. No garbage disposals shall be allowed in any unit or out building.

IN WITNESS WHEREOF, PARADISE VALLEY CAMPGROUND, INC., a Georgia corporation, hereby executes this Amendment under seal effective the date and year first above written.

PARADISE VALLEY CAMPGROUND  
OWNERS ASSOCIATION, INC. (Seal)

By: \_\_\_\_\_  
McCrary J. Skipper, President

Attest: \_\_\_\_\_  
Elizabeth T. Carter, Secretary

Signed, sealed and delivered this 2nd day of July, 2002 in the presence of: Witness & Notary Public