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06/04/2016

After recording, return to:
Choestoe Falls R.V. Park
2 Choestoe Falls Road
Blairsville, GA 30512

STATE OF GEORGIA
COUNTY OF UNION

Cross Reference:
Deed Book 271, Page 1
Deed Book 384, Page 596
Deed Book 385, Page 508
Deed Book 496, Page 517
Deed Book 1008, Page 424

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR CHOESTOE FALLS RV
PARK**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR CHOESTOE FALLS RV PARK (“Amended
and Restated Declaration”) is made and published as of this 4th day of June, 2016, by the
Choestoe Falls R.V. Park Homeowners Association, Inc.

WITNESSETH

WHEREAS, Choestoe Falls RV Park is located in Union County, Georgia and is comprised of
the parcels appearing on the attached Exhibit A, said exhibit being incorporated herein by
reference hereto (hereinafter “Choestoe Falls RV Park”).

WHEREAS, on July 17, 1997, Choestoe Development Corporation, as declarant, filed a
Declaration of Covenants, Conditions, and Restrictions for Choestoe Falls RV Park as recorded
in the Office of the Clerk of Superior Court, Union County, Georgia in Deed Book 271, Pages
1-28 (“Phase I Declaration”) restricting the use of Phase I of Choestoe Falls RV Park. Said
Phase I Declaration subjected all present and future parcels thereto.

WHEREAS, on August 14, 2001, Choestoe Development Corporation, as declarant, filed a
Declaration of Covenants, Conditions, and Restrictions for Choestoe Falls RV Park as recorded
in the Office of the Clerk of Superior Court, Union County, Georgia in Deed Book 384, Pages
596-623 (“Phase II Declaration”) restricting the use of Phase II of Choestoe Falls RV Park.
Said Phase II Declaration subjected all present and future parcels thereto.

WHEREAS, after the filing of the Phase I Declaration and Phase II Declaration, there have been various amendments to the Phase I Declaration and Phase II Declaration. Said amendments having been filed in the Office of the Clerk of Superior Court, Union County, Georgia in Deed Book 385, Pages 508-509; Deed Book 496, Page 517; 1008, Page 424.

WHEREAS, Choestoe Falls R.V. Park Homeowners Association, Inc. (hereinafter "Association") is a Georgia non-profit corporation duly organized and created on February 17, 1998. The Association acts pursuant to its bylaws and the Phase I Declaration and Phase II Declaration, as amended.

WHEREAS, pursuant to Article IX, Section 2. of the Phase I Declaration and Phase II Declaration, the declaration may be amended 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 vote of the Class "B" member."

WHEREAS, pursuant to Article III, Section 3(b), all Class "B" membership has terminated under item (i) and (iii) of said Article III, Section 3(b).

WHEREAS, by virtue of this Amended and Restated Declaration, two thirds (2/3) or more or more of the total voting power of the Association authorized to vote on amendments, desire to amend Phase I Declaration and Phase II Declaration, as amended, and also restate the Declaration in its entirety.

WHEREAS, by the Association's signature hereto, the Association hereby certifies 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, evidence of said affirmative vote or written consent being filed in the Association's corporate records.

NOW THEREFORE, The Owners intend by this Amended and Restated Declaration to impose upon Choestoe Falls RV Park mutually beneficial restrictions under a general plan of improvement and development for the benefit of all Owners of property within Choestoe Falls RV Park.

The Phase I Declaration and Phase II Declaration, as amended, is amended and restated as follows:

Choestoe Falls RV Park is a solely owned RV Park for recreation vehicle camping accommodations. Choestoe Falls RV Park Home Owners Association, Inc. is a not-for-profit corporation registered with the State of Georgia and operating solely within Georgia. This Declaration and the By-Laws recorded separately set out the method of administration for the Choestoe Falls RV Park.

Now, therefore, all of the Property described in Exhibit "A" and any additional Property as may by subsequent amendment be added and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions

which are for the purpose of protecting the value and desirability of and which shall run with the real Property submitted to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successor-in-title, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I **Definitions**

Section 1. “Additional Property” shall mean all that Property and any as may be adjacent to or contiguous with the Exhibit “A” Property (or Property made a part of Choestoe Falls RV Park which may be added to the Choestoe Falls RV Park 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 “A” Property (or Property made a part of Choestoe Falls RV Park) 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 the Choestoe Falls R.V. Park Home Owners Association, Inc., a Georgia Nonprofit Corporation, its successors and/or assigns.

Section 3. “Board of Directors” or “Board” shall be the elected body of the Association having its normal meaning under the Georgia Nonprofit Corporation, its successors and assigns.

Section 4. “Common Areas” shall mean all real and personal Property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 5. “Common Expense” shall mean and include the actual and estimated expenses of operating the Association and the Choestoe Falls RV Park, including any reasonable reserve, all as may be imposed hereunder or 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. 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.

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 or trust, or mortgage.

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

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.

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 described in Exhibit "A" attached hereto and shall further refer to such Additional Property as may hereafter be annexed by amendments or Supplemental Declaration to the Declaration or which is owned in fee simple by the Association.

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 or Supplemental Declaration to this Declaration or which is owned in fee simple by the Association.

Section 15. "Recreational Vehicle" shall mean any of the following: modern travel trailers, Class "A" and "C" Motor Homes and self contained trailers. A recreational vehicle as defined above shall be moveable under their own power or by being towed by a standard truck, not an "eighteen wheeler." The following are prohibited and excluded: mobile homes, park models, trailers with peaked roofs, trailers designed as permanent living quarters (those without holding tanks, RV type toilets and 12 volt electric systems) and home made vehicles. "Pop-up" folding campers, tent like campers and Class "B" vehicles are not Recreational Vehicles as defined herein and are specifically prohibited.

ARTICLE II

Property Rights

Section 1. General. Every Owner shall have a right and easement 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 and the members of such Owner's family and his or her tenants, licensees and invitees, 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 subject to the following reservations, rights and provisions:

- (a) The right of the Association to suspend an 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 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 Association 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 maintenance or operation of the Choestoe Falls RV Park, all as benefit 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 or 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 Areas; provided, however, the lien and encumbrance of any such mortgage or deed of trust given by the Association shall be subject and subordinate to any and all rights, interest, options, easements, and privileges herein reserved or established for the benefit of any Owner, any other person, or the holder of any mortgage or deed of trust irrespective of when executed, given by any Owner encumbering any Lot or RV.
- (d) The easement right of the Association to enter and travel upon, over and across the Common Area for the purpose of maintenance and repair within the Properties;
- (e) The reserved easement and right of Owners, invitees and guest(s) of Owners to enter and travel upon, over, and across the Common Areas for the purpose of accommodating the use of the Choestoe Falls RV Park facilities by such persons.

Section 2. Owners Right to Ingress, Egress, Use and Support. Every Owner shall have the right of ingress and egress over, upon and across the Common Area necessary for access to his or her Lot or RV 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.

Section 3. Easement of Encroachment. If any portion of the improvements constructed on any individuals Lot encroaches upon the Common Area as a result of construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists; provided, however, if any improvement on a Lot is knowingly and willfully constructed, reconstructed, or repaired so as to encroach on the Common Area, to and extent greater than five (5) feet, no such easement shall exist.

Section 4. Use of Common Areas. Other than for the right of ingress and egress and the normal intended use as interpreted by the Board of Directors, 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 Directors or as may be expressly permitted in this Declaration or any amendment. By way of explanation and not limitation, no planting or gardening shall be done upon the Common Area, no fences, hedges, or walls shall be erected or maintained

upon the Common Area, except 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 5. Acknowledgement of Rights of Use. Each Owner, by acceptance of a deed or contract for deed to any Lot or RV in Choestoe Falls RV Park, is deemed to accept the reservations, rights of use, licenses, easements, and permits existing in, through, and over the Common Area.

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 of any specific Owner(s), or their invitees or guests. Furthermore, no rule or regulation shall affect or treat any Owner or invitees of such Owner in a manner differently than the Association's rules may affect or treat other Owners. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to all rules' effective date. Such regulations shall be binding upon the Owners and users, their families, tenants, guests, invitees, 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. 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 the 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 8. Easements for Utilities, Etc. There is hereby reserved to the Association, the power to grant blanket easements upon, across, over and under all of the Property, including Lots, for ingress, and egress, installation, replacing, repairing, and internet 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 the Association if the Association is so acting.

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 Lot 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.

Section 3. Voting. All 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.

ARTICLE IV
Association Powers and Responsibilities

A. In General

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, and their elected Board of Directors 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. This shall include the right of the Association to establish Rules and Regulations as further outlined in Article II, Section 6 herein.

The following exceptions are granted for use of common Property with written approval of the Board of Directors:

The following Lots are allowed to plant trees and plants between the Lot line and the fence line (east side), which is parallel to Wolfstake Road West. All maintenance, upkeep or removal will be at the Lot Owner's expense. The Common Area is defined as that area being a 15-foot set back from the east edge of Wolfstake Road to the Owners Property line. Shrubbery may not be planted in such a manner that it prohibits maintenance of the Park's fencing.

11 Choestoe Falls Circle, (original Lot 1)
28 Wolfstake Road West (original Lot 30)
233 Wolfstake Road West (original Lot 31)
235 Wolfstake Road West (original Lot 32)
344 Wolfstake Road West (original Lot 33)
333 Choestoe Falls Circle (original Lot 63)

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 and/or accounting services necessary or desirable in connection with the operation of the Properties or enforcement of this Declaration. The Association may, but shall not be required to arrange as an Association expense with others to furnish trash collection, security, and other common services to each Lot within Choestoe Falls RV Park.

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 Choestoe Falls RV Park 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.

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 of 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 shall be as follows:

- (a) All maintenance of Lots and Recreational Vehicles, unless specifically identified hereunder as being the responsibility of the Association or another party or entity, shall be the responsibility of the Owners of such Lot or Recreational Vehicle.
- (b) In the event the Board of Directors of the Association determines that (1) any Owner 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 (2) 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, his or her family, guests, lessees, or invitees, the Association, except in the event of an emergency situation, shall give the Owner 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 complete such maintenance or repair as to the Owner's RV or Lot. If said maintenance, repair, or replacement is not capable of completion within said fifteen (15) day period the owner is required to notify the Board with a plan and time line for completing such work. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement as required and the cost shall be added to and become a part of the assessment of which such party is subject and shall become a lien against the Lot of such party.

C. Insurance and Casualty or Liability Insurance.

Section 1: Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority and shall be required to 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 the amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or reconstruction in the event of damage or destruction from any such hazard.

The Association's Board of Directors or its duly authorized agent shall have the authority to and shall 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 Owners and their mortgagees, as their interest 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 distributed 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 in 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 (75%) percent 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 additional 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, each Owner of a Lot covenants and agrees with all other Owners 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. Each Owner 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 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 RV 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.

Should the Lot Owner decide to allow usage of their Property by persons who are not Association members, the Lot Owner accepts full responsibility and casualty liability for any personal injuries to guests occurring within the Owner's Lot, Property damage to the Owner's Lot, or any damages to other Properties in Choestoe Falls RV Park caused by such persons. Owners with intent of renting Lots to others must have adequate liability insurance to cover any damages to the Owner's Lot or other Owner's Lots or any Properties of Choestoe Falls R. V. Park Home Owners Association, Inc., including all Common Areas, caused by renting the Owner's Lot. In any rental instance, the Lot Owner(s) agree that the Choestoe Falls RV Park Home Owners Association, Inc. shall not be liable for any injuries or damages caused by renters.

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, at least seventy-five (75%) percent of the 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, then the above provisions in Article IV hereof regarding the disbursements of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net 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 purpose as the Board of Directors of the Association shall determine.

ARTICLE VI
Annexation of Additional Property

Section 1. Annexation with Approval of Membership. Subject to the written consent or affirmative vote of a majority of the members present or represented by proxy at a meeting duly called for such purpose, the Association may annex real Property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Union 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 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 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 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 Assessments. 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 dividing the established total General Assessment amount by the number of Lots.

Section 2. 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 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 not 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, cost, 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 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 such Lot's unpaid assessments which accrued prior to the acquisition of title to such Lot by such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration of the annual assessment for delinquents; the assessment shall be paid annually in advance, unless otherwise provided by the Board of Directors.

Section 3. Computation of General Assessments.

- (a) 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 estimated costs of operating the Association and the Properties during the coming year. The budget shall list General Assessments. The Board shall cause a copy of the budget and the assessments to be levied therefrom to be available to all members at a central location on the Properties at least twenty (20) days prior to the meeting. The budget and assessment established therefrom shall become and be effective unless objected to in writing executed by at least a majority of the total Association eligible vote 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

as need be, the budget and assessments in effect for the current year shall continue for the succeeding year.

- (b) 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 charged for the preceding year.

Section 4. 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.

Section 5. Effect of Nonpayment of Assessments. Any assessments which are not paid when due shall be considered delinquent on the first day after said assessment is due. Any assessment delinquent for a period of more than thirty (30) days shall incur a mandatory late fee of 10% of the initial assessment. For each subsequent (30) day period the assessment is delinquent, late fees will be calculated based on the unpaid balance. All late fee calculations shall be made on the first day after the prior (30) day late payment period expiration. Should nonpayment exceed (60) days total from assessment due date, the Board shall file Property liens for the recovery of the assessments from the Property Owner. The Board of Directors shall have the right to waive these late fees for extenuating circumstances.

ARTICLE VIII Mortgagees' Rights

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages in Choestoe Falls RV Park. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and in the By-Laws of Choestoe Falls RV Park Property Owners 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 Association.

Section 2. No Priority. No provisions of this Declaration or the By-Laws give or shall be construed as giving any Owner or any other party priority over any rights of the first mortgagee in the case of a distribution to 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 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 this 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 Amended and Restated 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 be extended 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 two-thirds (2/3) of the votes, and such instrument is recorded.

Section 2. Amendment. This Amended and Restated 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. Electronic mail (email) from the deeded Owner(s) is acceptable as long as it is printed and kept on file indefinitely. Any amendment must be recorded among the Official Records of Union County, Georgia. Any proposal for an amendment must be submitted to the Board and pass their review/approval before being submitted to the entire membership for approval.

Section 3. Merger and Subdivision of Lots. There shall be no merger or subdivision of Lots.

Section 4. 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 5. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of this rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the date it has been declared void or unlawful.

Section 6. Reservation From Lot Conveyance. It is expressly agreed and understood that the title 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 the Association 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 other 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 7. 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 the Association 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 obnoxious, moral turpitude or offensive activity shall be carried on upon any Lot or Common Area. 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, fireworks or firecrackers is expressly forbidden. No grease, cooking oils or animal fats may be poured upon the grounds of any Lot.

Section 2. Recreational Vehicle Use and Related Structures Only. 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. This includes construction of permanent type covered porches, rooms, roofs over the RV, metal or wood roof awing, or other permanent structures (except decks as herein provided in Article X, Section 27), that are not part of the recreation vehicle's standard equipment options.

Section 3. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot or on the Common Area without the express prior written consent of the Board of Directors.

Section 4. 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. No derrick or other structure designed for use in boring for oil, natural gas, or minerals shall be erected, maintained, or permitted upon any Lot.

Section 5. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept on a Lot. Dumpsters are provided for Lot Owners to dispose of household waste. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction or 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 these materials shall be removed from the Lot. Storage under an RV is not allowable.

Section 6. Vehicles. With the exception of golf carts, no unlicensed motor vehicles shall be allowed on the Properties. No motorbikes, motorcycles, motor scooters, all terrain vehicles (ATV), or other vehicles of that type shall be operated on the Properties, except for the sole purpose as a means of motorized transport ingress and egress from public roads to the individual Lot. No motorized vehicles, whether licensed or unlicensed, shall be stored on the Owner's Lot for long periods of time (more than one (1) month) within the same year when the site is not in use. No vehicles, licensed or unlicensed, shall be left in an obvious state of disrepair or disassembly for more than one (1) week. In addition, two passenger vehicles may be parked on the gravel or paved driveway of each Lot.

Section 7. Boats and Utility Trailers.

Either one boat with a maximum length of 18 feet OR a utility trailer with a maximum length of 16 feet is permitted. Pontoon boats are not allowed. In addition, two passenger vehicles may be parked on the gravel or concrete driveway only of each Lot. All vehicles must be properly licensed. A boat or trailer may be left unattended on a Lot for 30 days only, then, it must be removed. A period of two weeks must elapse before the unattended boat or trailer may be returned. Passenger vehicles are not subject to any time limits.

Section 8. Golf Carts. Golf carts will be allowed at Choestoe Falls RV Park. They should be treated like a car in that they must be parked on the gravel or paved drive. It would count as one of the three allowed recreational type vehicles (one boat up to 18' OR one utility trailer up to 16' OR one golf cart). Drivers must be over the age of 16. The Property Owner will be responsible for the behavior of anyone driving his/her cart. The cart must be in good condition, such as would be found on a golf course. It may be gas or electric. The cart will be treated as a passenger vehicle for the purpose of time unattended and will not be subject to the 30-day rule. If driven at night, it must be equipped with head and taillights. Unsafe driving will be addressed immediately with the Owner. Failure to comply could result in suspension of golf cart privileges as determined by the Board of Directors. If an unsafe situation arises, police may be called if necessary.

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 any Lot. Should such pets become a nuisance in the opinion of the Board, they must be removed from the Properties. No pets are to run at-large. Intestinal deposits of pets left on common areas or other Owner's Lots shall be removed by the pet's Owner.

Section 10. Drainage. Natural drainage 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. The Board may remove any culvert that obstructs the flow of water through the street ditches.

Section 11. Limitation on Number of Recreational Vehicle Units. No more than one recreational vehicle will be permitted on any Lot.

Section 12. Exterior Maintenance. All recreational vehicles which are maintained on any Lot must be in good condition, and painted and maintained on the exterior.

Section 13. Outside Installations. Hedges, fences, or trellis shall not exceed forty-eight (48) inches in height. See Article X, Section 29 for details on materials, architecture and Locations for Fences. Trellis made of pressure treated material such as lattice, can be used to conceal utilities, not to exceed 48" in height from ground level. Utility enclosures (insulated) for winterizing are allowed if approved by the board of Directors, not to exceed 48" inches in height. Trellis and enclosures if painted must blend with the RV. Additional types of trellis or barriers must be approved by the Board of Directors.

No outdoor clothes poles, clothes lines, walls, mailboxes, radio and/or television antennas shall be permitted on any Lot except for radio and/or television antennas designed for recreational vehicle use. Satellite dishes are permitted providing they conform as follows:

- (a) Satellite dishes may not be more that 20 inches in diameter or mounted over 72 in high except for roof-mounted dishes that are designed for RV use.
- (b) Dish placement shall not be obtrusive to neighbors or detract from the beauty of the RV Park. Dish placement should be out of sight or as near the RV as possible.
- (c) Multiple satellite dishes shall not be allowed on the same Lot (one per Lot).

Section 14. Propane Tanks.

A maximum of one (1) upright 120 gallon propane tank will be allowed on a Lot, provided the Owner adheres to the placement, installation and concealment conditions as set forth by the Home Owners Association Board of Directors. Member shall not install the bulk tank until an Upright Propane Tank Request Form has been completed, submitted and approved by the Board of Directors. Each member is responsible for any costs involved with the tank installation and screening. Request forms will be available in the park pavilion or on the park website.

Section 15. Storage Buildings (Sheds) and Gazebos.

Location of Sheds and Gazebos:

No Storage Building (Shed), or Gazebo may be located closer than 30' from any roadway within Choestoe Falls RV park or closer than 50' to the creek bank or lake bank. The Board of Directors must approve variations. All construction present at this time (including exterior colors) to be accepted as built.

Notwithstanding any other provision hereof, it is expressly provided that each Lot may have constructed thereon one (1) Storage Building OR one (1) Gazebo as follows:

Storage Buildings (Sheds):

- (a) Maximum size of Storage Building to be 10' x 12' x 12' high.
- (b) The Storage Building shall be single story and shall not exceed maximum roof peak height of twelve (12) feet.
- (c) The Storage Building shall have a wood frame construction with solid siding on all sides.

- (d) The Storage Building overhang shall not exceed sixteen (16) inches.
- (e) Roofing may be Shake Shingles as defined elsewhere (preferred) or 20 Year Dark Green Asphalt Shingles (to match Pavilion Roof or Dark Green Metal) All exterior colors must be approved by the Board of Directors.
- (f) The Storage Building shall have a minimum of one (1) access door with security latches for closing.
- (g) The Storage Building shall not have any attached permanent structures such as screen rooms, porches, or other permanent structure attachments not explicitly permitted under the Declaration of Covenants, Conditions, and Restrictions for Choestoe Falls RV Park Home Owners Association, Inc.
- (h) Storage Buildings must be completed within sixty (60) days from commencement of construction.

Section 16. Storage Rules.

- (a) There shall be no loose storage under the recreational vehicle.
- (b) Closed storage space under Fifth Wheel RVs within the area defined as containing the vehicle attach point is not permitted. Skirting around the vehicle attach point is not permitted. The area for the vehicles attach point must remain open at all times.
- (c) 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: Tables, chairs, benches, portable barbeque and other like portable personal Property. Items must be secured from high winds to prevent damage.
- (d) Storage of items behind sheds is not permitted with the exception of firewood.

Section 17. Outside Toilets Prohibited. No outside toilet, outhouse, individual sewerage or waste disposal system, whether of a permanent or temporary nature, shall be permitted on any Lot.

Section 18. Individual Wells Prohibited. No individual well shall be permitted on any Lot.

Section 19. Carports Prohibited. No “carports” or “similar structures” 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, a nonstandard RV roof constructed as a replacement or to augment the existing RV roof.

Section 20. Restrictions on Dangerous Activities.

- (a) No burning of wood, leaves, trash, garbage, or other refuse shall be permitted without a “burning permit” secured from the U. S. Forestry Service.
- (b) No open fire of any kind shall be permitted on any campsite except within the confines of a fireplace designed and constructed for that purpose.
- (c) No hunting or shooting of firearms, 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 limitation, as established from time to time, throughout the Property.

Section 21. No Camping on Common Property. No camping shall be permitted in any area designated as common Property, streets, or service driveways.

Section 22. Parking. No vehicle shall be parked on or along any street or service driveway or common Property, except as such areas may be, from time to time, so designated for parking. No commercial trucks or trailers shall be parked for storage at any time on any Lot except during deliveries.

Section 23. 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 and provision of any such governmental code, regulation or restriction and any provision of the Declaration, the more restrictive provision shall apply.

Section 24. Entry by Law Enforcement Officials. Law Enforcement Officers of the Union County Sheriff's Department and/or Georgia Law Enforcement Officers shall have the right to enter upon and to patrol the private streets within the Property and to enforce thereon all applicable county ordinances; the Georgia Motor Vehicle Code; and Provisions of the Georgia Criminal Code; however, said Law Enforcement Officials 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 25. Digging. There shall be no digging upon any Lot without permission from the Association and Blue Ridge Mountain Electric Membership Corporation. Any digging must be reseeded or mulched within 30 days. Lot Owner shall be responsible for the costs in repairing underground utilities damaged by unauthorized digging. The planting of flowers, plants, shrubs are allowed. Do not encroach on the roadway easement. Do not block natural drainage and consider the impact of mowing expenses.

Section 26. Driveways. Driveways shall be a minimum of 10' wide with 3" crushed stone or 4' concrete with reinforcing and expansion joints or other masonry material as approved by the architectural committee. Gravel driveways will require landscaping timbers to border the driveway and properly secured with 3/8" x 12" landscaping spikes or equivalent. Toe nailing with large nails or decking screws is recommended to reduce warping.

Section 27. Decks. Decks may be constructed on the Owner's Lot but must conform to the following guidelines:

- (a) Maximum deck size is 14' x 24' for a total square footage of 336. When measuring the total square footage allowed for decks: lake or creek stone landings/patios are not included. Deck steps are not included; however, landings that are part of the deck structure are included.
- (b) Decks must be constructed of redwood, cedar, pressure treated lumber, or any man-made material that looks like wood and must conform to all local and state building codes. Materials should be decay/rot resistant lumber.

- (c) Deck Railings may be installed and shall not exceed thirty-six (36) inches in height. Railings shall be soundly constructed of substantial materials with post and supports at safe intervals.
- (d) Deck Railings must be constructed using pressure treated wood materials or any man-made material that looks like wood for banisters, balustrades, support posts, and railings. Wood lattice may be used in the construction of railings but must be pressure treated type, and a minimum of three-eighths (3/8) inch thickness. Man-made lattice that looks like wood may also be used. When used for deck railing inserts, lattice must be securely attached to wood framing on all sides for stability.
- (e) Decks shall not exceed 18" inches in height as measured from the ground level to deck floor.
- (f) Storage under decks is not allowed unless the deck is skirted.
- (g) Decks must be completed within thirty (30) days of commencement of construction.
- (h) Deck or porch may not be structurally attached to the RV unit.
- (i) Decks are not to be enclosed with roof, sidewalls, or screening.
- (j) Concrete sidewalks and driveway slabs are not considered in the maximum size of decks.
- (k) Setback: Decks cannot be built within thirty (30) feet of the top of the bank of the creek or the lake.

Section 28. Screened Porches, Screen Rooms & Sunscreens.

- (a) Construction of Screened Porches or Screen Rooms or similar structures is expressly prohibited.
- (b) Any Lot may have a removable screen room system that attaches to awning or RV and is removable. Such screen room to be removed when awning is rolled and/or when RV is unoccupied.
- (c) Add-on cloth or synthetic (i.e. nylon) type "soft" sunscreens are permitted but only as attachments to a standard RV type awning that is affixed to the RV.

Section 29. Fences. Some types of fencing may be constructed on the Owner's Lot but such fencing must conform to the following locations, materials, architecture, and construction restrictions:

- (a) Location for Fencing.
 - (i) Fencing may be constructed along the sides and rear boundary lines of the Owner's Lot. Any boundary fencing on Lots with Property boundaries along Choestoe Creek or Stink Creek must not be constructed closer than (10) feet from the top of Choestoe Creek or Stink Creek bank's edge. An (8) foot gap (ie: no fencing) is required on the side boundary line midway between the end of the RV and the end of the Owner's property. This allows for grass mowing.
 - (ii) Fencing may be constructed on the boundary of the water, power and sewer utilities adjacent to the RV parking site in order to shield such utilities from view. Such fencing must be confined to the area adjacent to the utilities on the Lot.
 - (iii) Fencing, shrubbery, plants, yard art, or other permanent objects may not be placed on public roadway easements or rights of way.

- (b) Fencing Materials on boundary lines:
 - (i) Split rail hardwood log type fencing that is rot resistant.
 - (ii) Two or three rails per post.
 - (iii) Treated wood or cedar only.
 - (iv) Other types of fencing such as woven wire mesh, plank stockade, picket, plastic and pressure treated half round are not permitted.
- (c) Fencing Materials for utilities.
 - (i) Vertical slats (boards) placed in a solid pattern.
 - (ii) Constructed of solid board, pressure treated or cedar.
- (d) Architecture.
 - (i) All fencing must be of sturdy construction not exceeding forty-eight (48)'' in height. For the utility fencing, the height may be extended to the height of exposed utilities (i.e. power meter, cable boxes, etc.) in order to shield such utility exposures. Minimum fence height is thirty-six (36) inches.
 - (ii) Fence Posts must be anchored in concrete at a depth of two (2) feet or set in tamped earth at a maximum depth of three (3) feet. Post must be slotted to receive rail or double post and doweled (pegged). Nails or screws as primary connectors are not allowed.
 - (iii) Fence sections must be no longer than ten (10) feet between anchor posts.
 - (iv) Fences should be left natural color or clear stained, not painted.

Section 30. Underpinning and Skirting. Underpinning or skirting of RVs is not permitted.

Section 31. Clothes Washers. Choestoe Falls RV Park provides clothes washers located within the Association Pavilion Laundry room. Clothes Washers located within any Storage Building are prohibited. Dryers are permitted for use in Storage Building as long as proper wiring and venting are installed.

Section 32. Time Restrictions on Rental/Leases. For any and all rentals or leases of a Lot and/or RV unit to an individual or family unit made after June 1, 2016 said rentals/leases shall be for a period not to exceed six (6) months during any twelve month period. Owners may rent or lease to different individuals or family units so long as the period for any one of them does not exceed six months. This restriction will not apply to any existing rentals or leases made prior to June 1, 2016. However, when the rental/lease expires after June 1, 2016, the new rental/lease agreement must comply with this restriction.

Section 33. Children Visiting or Staying in the Park. Any child under the age of 17 years must be supervised by an adult when in or on the Property of the Park. This includes the roadways, all common areas, including the pavilion. Parents or Guardians are responsible for their children's behavior. Direct supervision of children under 12 years old is required while in the pavilion.

Section 34. Lot/Drive Entry Barrier. A barrier across the driveway in the form of a small chain or cable is allowed.

Section 35. Water and Sewer Systems. The RV Park water and sewer system are the Property of the Association and although it traverses individual Lots, it must not be altered or tapped into

without proper and prior approval of the appropriate authority. Modifications must be in accordance with local codes. Repairs to the water system that connects to the water line from the street input line to the water stand up pipe is responsibility of the Lot Owner. Modifications or changes must be approved by the Board of Directors prior to any work being done.

Section 36. Restrictions to Lake Usage. No swimming or boating is permitted in the lake. The dock located at the west end of the lake is adjacent to private property and is for maintenance access only.

Section 37. Weather Proof Tarps. All tarps used for the protection of firewood, golf carts, outdoor furniture, grills, etc. are to be of a tear resistant material in black, beige or brown color and must be tied down or anchored to the item being protected.

IN WITNESS WHEREOF, we have signed our names and affixed our seals this ____ day of _____ 2016.

Choestoe Falls R.V. Park Homeowners Association, Inc.

By: _____
Its: President

By: _____
Its: Secretary

Witness

Notary Public

EXHIBIT "A"

Phase I:

All that tract or parcel of land lying and being in land Lot 131 of the 16th District, 1st Section of Union County, Georgia, and being shown as Lots 1 through 78 of Phase I of Choestoe Falls R.V. Park, containing 13.9948 acres, on that certain Survey for Choestoe Development, Inc., dated June 22, 1997, recorded at Plat Book 39, page 61, Union County, Georgia Records, which plat is incorporated herin and made a part hereof by reference thereto.

Phase II:

All that tract or parcel of land lying and being in 16th District, 1st Section, Land Lot 131 of Union County, Georgia, containing 13.2667 acres, more or less, and being Lots 100-175 of Choestoe Falls RV Park, Phase II, as shown on a plat of survey by Bauknight and Associates dated July 20, 2001, and recorded in Union County records in Plat Book 47, page 181. Said plat is incorporated herin, by reference thereto, for a full and complete description of the above described property.