

**COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
MOUNTAIN SHADOWS RECREATIONAL VEHICLE PARK**  
(Currently in effect as of July 29, 2019)

**Article 1.  
DEFINITIONS**

**Section 1. Definitions.**

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

- (a) "ASSOCIATION" shall mean and refer to Mountain Shadows Association, Inc., A Property Owners Association established pursuant to Article 4 hereof.
- (b) "MOUNTIAN SHADOWS RECREATIONAL PARK" shall mean that certain subdivision known as Mountain Shadows Recreational Vehicle Park developed on real property in White County, Georgia, described in Article 2 hereof. *Amended July 6, 1990*
- (c) "COMMON PROPERTIES" shall mean those recreational and other common facilities in Mountain Shadows Recreational Vehicle Park including, but not limited to, roads, common areas, dumping stations, and bath houses which are designated for the common use and enjoyment of the residents of Mountain Shadows Recreational Vehicle Park. *Amended July 6, 1990*
- (d) "LOT" shall mean the numbered lots of land comprising recreational vehicle sites designated on Plats of survey recorded in the office of the Clerk of Superior Court, White County, Georgia, as follows: Plat Book 13, page 17, being Unit A; Plat Book 13, page 145, being unit B, Plat Book 14, page 239, being unit C: and Plat Book 14, Page 298, being unit D; all known as Mountain Shadows Recreational Vehicle Park a/k/a Mountain Shadows Subdivision located in the 4th Land District of White County, Georgia. *Amended July 6, 1990*
- (e) "PROPERTY OWNER" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any lot, excluding those persons who shall have such interest merely as security for the performance of any obligation.
- (f) "PERSON" shall mean and refer to a natural person, as well as a corporation, partnership, association, trust, or other legal entity. *Amended July 6, 1990*
- (g) "RECREATIONAL VEHICLE" shall mean modern travel trailers, park model trailers, motor homes, tent-type folding trailers, pick-up campers (devices built to fit into the bed of a truck, together with the truck itself), and other similar types of camping trailers and equipment that are mobile. Excluded from this definition are mobile homes, homemade vehicles, converted buses, and older small house trailers without holding tanks and 12-volt systems.
- (h) "Mortgage" shall include chattel mortgage, bill of sale to secure debt, deed to secure debt, deed of trust, and any and all similar instruments given to secure the payment of indebtedness.

**Article 2.  
PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. The following property is hereby subject to this Declaration: Supplemental April 22, 1980

(a) All the tract or parcel of land lying and being in Land lot 4 of the 4th Land District of White County, Georgia, and being known and designated as Unit A of Mountain Shadows Recreational Vehicle Park consisting of fifty-six (56) recreational vehicle lots as shown on Plat of Survey conducted by B. Keith Rochester and Associates, Inc., R.S., dated November 29, 1978, recorded in Plat Book 13, page 17, White County, Georgia Deed Records. *Amended July 6, 1990*

(b) All that tract or parcel of land lying and being in Land Lot 4 of the 4th Land District of White County, Georgia, and being known and designated as Unit B of Mountain Shadows Recreational Vehicle Park, consisting of seventy-four (74) recreational vehicle lots as shown on Plat of Survey conducted by B. Keith Rochester and Associates, Inc., R.S., dated July 27, 1979, recorded in Plat Book 13, Page 145, White County, Georgia Deed Records. *Amended July 6, 1990*

(c) All that tract or parcel of land lying and being in Land lot 5 of the 4th Land District of White County, Georgia, and being known and designated as Unit C of Mountain Shadows Subdivision consisting of thirty-five (35) recreational vehicle lots as shown on Plat of Survey conducted by B. Keith Rochester and Associates, Inc., R.S., dated February 8, 1978, revised March 30, 1981, recorded in Plat Book 14, Page 239, Office of the Clerk, Superior Court, White County, Georgia. *Amended July 6, 1990*

(d) All that tract or parcel of land lying and being in Land Lot 4 and Land Lot 5 of the 4th Land District of White County, Georgia, and being known and designated as Unit D of Mountain Shadows Subdivision consisting of two hundred twenty-two (222) recreational vehicle lots as shown on Plat of Survey conducted by B. Keith Rochester and Associates, Inc., R.S., dated February 26, 1981, recorded in Plat Book 14, Page 298, Office of the Clerk, Superior Court, White County, Georgia. *Amended July 6, 1990*

### **Article 3.**

#### **COMMON PROPERTIES**

##### Section 1. Ownership and Control.

The ownership of all common properties, including the facilities thereon, shall be exclusively in Mountain Lakes Resort, Inc. No other person shall, by recording of this Declaration, by the recording of any Plat of Survey, or by any permissive use, have any proprietary rights, title, or interest in and to the common properties. Except as herein expressly provided to the contrary, Mountain Lakes Resort, Inc., shall have complete and sole control and authority to manage, operate, lease, or sell the common properties in such manner as it sees fit, including but not limited to, the right to formulate rules and regulations regarding the use thereof and the right to determine the persons entitled to use the same.

*Amended July 6, 1990*

### **Article 4.**

#### **PROPERTY OWNERS' ASSOCIATION**

##### Section 1. Association.

Mountain Shadows Association, Inc., a non-profit Georgia corporation, is beneficiary of this Declaration and shall have the right and responsibility to administer and enforce the provisions of this Declaration. It shall also have the right to collect and disburse the assessments and charges hereinafter created, and other powers and responsibilities set forth in the Association's Charter and By-Laws. *Amended July 6, 1990*

##### Section 2. Membership

All lot owners, by virtue of their ownership of a lot in Mountain Shadows Recreational Vehicle Park, are members of the Association and shall be entitled to vote on all matters upon which members of the Association shall be entitled to vote, pursuant to the Declaration and in accordance with the By-Laws. *Amended July 6, 1990*

##### Section 3. Voting Rights

Each owner shall be entitled to one (1) vote for each lot in which the interest required for membership is held. Voting rights may be suspended by the Board of Directors of the Association for violations of this Declaration, the By-Laws, or the rules and regulations of the Association, including non-payment of assessments. *Amended July 6, 1990*

##### Section 4. Meetings

Membership meetings shall be as specified in the By-Laws of the Association. *Amended July 6, 1990*

##### Section 5. Property Owners Association Act

The Property Owners Association Act under Official Code of Georgia Title 44, Section 3, and Article 6 shall govern Mountain Shadows Recreational Vehicle Park. Said Mountain Shadows Recreational Vehicle Park Owner Association, Inc. hereby avails itself of the benefits and provisions thereof. *Added April 15, 2006, Amended July 16, 2016*

#### Section 6. Mountain Lakes Club Membership

All owners of property sold, transferred or conveyed after the effective date of this Amendment will become a member of Mountain Lakes Club and pay annual membership dues for the use of the amenities. Said dues will be limited to an increase of not more than two percent (2%) per year. No owner, who acquired his or her title prior to the effective date of this Amendment, will be required to join Mountain Lakes Club. *Added April 15, 2006*

### **Article 5.**

## **ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS**

The following architectural, maintenance and use restrictions shall apply to all lots subject to this Declaration.

#### Section 1. Recreational Vehicle Use

All lots shall be used as recreational vehicle sites. *Amended July 6, 1990*

#### Section 2. Unauthorized Uses

No part of any lot shall be used for any business, commercial, manufacturing, mercantile, vending, or other purpose unrelated to a recreational vehicle planned development. *Amended July 6, 1990*

#### Section 3 Recreational Vehicle Restrictions

The maximum length of a recreational vehicle or park model trailer on a lot is forty (40) feet in length (including hitch) and up to twelve (12) feet in width. Slide outs or tilt outs are permitted provided they do not increase the total square footage of the recreational vehicle to more than the 400 square feet allowed, and provided that in travel mode the RV does not exceed twelve (12) feet in width. *Amended April 15, 2006*

#### Section 4. Recreational Vehicles Per Campsite

No more than one (1) recreational vehicle will be permitted on any campsite, except that visitors of the site owner may also park their recreational vehicle on the campsite for a period not exceeding seven (7) days. *Amended July 16, 1991*

#### Section 5. Signs

No sign or billboard of any kind shall be displayed to the public view on any lot, except for decorative signs. Owners with property for sale or "Recreational Rental" may post a notice at an area designated by the Board of Directors. *Amended April 15, 2006, Amended July 21, 2018*

#### Section 6. Exterior Maintenance *Deleted July 18, 2015*

#### Section 7. Nuisances

No noxious or offensive trade or activity shall be carried on upon any lot or any part of the properties nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood or which shall be in any way interference with the quiet enjoyment of each of the owners of his respective lots or which shall in any way increase the rate of insurance, nor shall any grease, cooking oils, or animal fats be poured onto the ground within any lot.

#### Section 8, Cable Installation

All cables, electrical, telephone, television, etc., shall be placed underground or overhead. Temporary placement of said cables on the ground will be permitted for a period of construction or installation for no more than 30 days without specific permission from the Board of Directors. *Added July 16, 2011*

#### Section 9. Pet Regulations

The Animal Control Ordinance of White County under Chapter 10 of the code of ordinances of White County shall govern Mountain Shadows Recreational Vehicle Park Owner Association, Inc. hereby avails itself of the benefits and provisions thereof. The items listed below are a few examples of said ordinance that will constitute a violation subject to actions by White County and Mountain Shadows Homeowners Association.

- (a) No animal or livestock of any description, except the usual household pets, shall be kept on any lot.
- (b) It shall be the duty of the owner of any animal or anyone having an animal in his possession to keep the animal under control at all times while the animal is off the real property limits of the owner, possessor or custodian. For the purpose of this section, an animal is deemed under control when it is confined within a licensed vehicle; is secured by a leash by a competent person.
- (c) No person shall tie, stake or fasten any animal within any street, alley, sidewalk or other public place.
- (d) All owners are responsible for cleaning up after pets on or off their lot,
- (e) All owners shall remedy any problem if any pet becomes obnoxious to other owners by barking or otherwise.

Each owner by acquiring a Lot agrees to indemnify the Association, and hold harmless against any loss or liability resulting from his, his family member's, or lessee's ownership of a pet. *Amended May 15, 2004, Amended July 18, 2015*

#### Section 10. Trash Removal

All rubbish, trash, leaves and natural yard debris shall not be allowed to accumulate thereon and must be regularly removed from the properties in a manner other than blowing or dumping onto adjoining private or community properties including Lake Qualatchee, or into the street. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be installed either underground or screened by fencing or shrubbery so as not visible from any street, service driveway, community property or other campsite within Mountain Shadows Recreational Vehicle Park. *Amended July 29, 2019*

#### Section 11. Outside Installations

No hedges shall be permitted in excess of six (6) feet high. Fences to be constructed of wood or wood looking design material (Vinyl) and not exceeding six (6) feet high shall be permitted. Storage pallets of any material are prohibited to be used as a fence. Wire or metal fences of any kind are prohibited. Front of property cannot be enclosed as to block line of site from street for security and safety issues. Freestanding radio or television antennas and satellite dishes may be installed with prior written approval of the Association or its designee. No outdoor clothes poles or clotheslines shall be permitted. *Supplemental May 11, 1981, Amended July 7, 1990, Amended May 15, 2004, Amended July 18, 2009, Amended October 18, 2014, Amended July 18, 2015*

#### Section 12. Construction

The following types of construction are permitted on any Mountain Shadows lot: (a) Screened enclosed area (b) Room addition (c) Free-standing roof (d) Storage building, and (e) Deck and/or patio and, (f) portable open garage structures. All construction must comply with current Mountain Shadows Building Specifications, made a part hereof and marked Exhibit "B". All variance requests to our building specifications must be submitted to Board of Directors of Mountain Shadows with drawings for approval prior to application for Building Permit with White County. A White County Building Permit is also required. Should any property owner construct a building on his/her lot that does not meet the Mountain Shadows Building Specifications on file with the Board of Directors, thus resulting in a violation of the Covenants, the Board of Directors shall assess said property owner a violation fee in the amount of \$500.00. If upon written notice to the property owner by the Board of Directors, the violation is not corrected within fifteen (15) days from date of receipt of such notice, an additional violation fee will be assessed immediately at the rate of \$100.00 per day until such violation is corrected and approved by the Board of Directors. In the event the violation fees are not promptly paid, the Board of Directors shall have the right to file a lien against the property owner and his/her property for the violation fee due. *Amended May 15, 2004, Amended July 19, 2014, Amended July 18, 2015, Amended July 16, 2016*

#### Section 13. Storage Rules

Visible loose storage under the recreational vehicle is prohibited. No moveable personal property shall be permitted to remain on any lot except for boats, golf carts, tables, chairs, benches and portable barbecue grills. *Amended May 15, 2004, Amended July 19, 2014.*

#### Section 14. 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 15. Individual Wells Prohibited

No individual well shall be permitted on any lot.

#### Section 16. RV Inspection

The Association or its designee has the right to inspect and approve or reject recreational vehicles over (5) years old prior to being brought into the park. *Added April 15, 2006*

#### Section 17. Power – Driven Vehicles

The use of motorbikes, motorcycles, and like power driven vehicles within the common areas is prohibited except for the specific purpose of entering or leaving the park, and then only when driven at a low idling speed. Unlicensed ATV's without steering wheel are prohibited. Licensed drivers may drive golf carts, which are quiet and well maintained, within the park only. If driven after dark, golf carts must have at least one headlight and one taillight. Drivers of all such power-driven vehicles must observe quiet hours, as specified by park rules and regulations. Lot number will be affixed to all Golf Carts. *Amended May 15, 2004, Amended July 19, 2014, Amended July 18, 2015*

#### Section 18. Dangerous Activities

(a) No public drunkenness or open alcoholic containers are allowed by any member, member's family or guests on any resort property. Driving any motorized vehicle within the resort while intoxicated is prohibited and will be subject to loss of resort driving privileges, fines will be assessed on the owner's property and loss of Mountain Lakes Club amenities. Additional fines will be issued for each occurrence of driving in the resort while driving privileges are suspended.

(b) No terrorist threats or actions will be allowed within Mountain Shadows Recreational Vehicle Park.

(c) No open fire shall be permitted on any lot except within the confines of a masonry fireplace, a barbecue pit, clear space of ground encircled with large stones, or a metal ring. All such fires must be attended at all times and thoroughly extinguished upon completion of use.

(d) Discharging of Fireworks, including sparklers are prohibited from any property or common areas within Mountain Shadows Recreational Vehicle Park.

(e) No hunting or shooting of firearms, bows and arrows, blowguns, pellet guns, or the like is permitted within the park.

(f) No vehicle of any type may be driven or towed in a reckless manner on any street or service driveway in the park and vehicles must observe speed restrictions and noise limitations in the park.

(g) Each owner by acquiring a lot agrees to indemnify the association and hold harmless against any loss or liability resulting from owner, or family members, or guest for any of the above offenses. *Amended July 6, 1991- Amended July 17, 2010, Amended July 16, 2016, Amended July 15, 2017.*

#### Section 19. Prohibition Against Exhibits

No owner of any lot shall build or permit the building thereon of any structure or the parking of any vehicle thereon or receptacles thereon that are to be used as exhibits, unless prior written permission to do so shall have been obtained from the Association. *Amended July 19, 2014.*

#### Section 20. No Camping on Community Property

No camping shall be permitted in any area designated as community property, streets, or service driveways.

#### Section 21. Junk Vehicles

No strip down, partially wrecked, unlicensed, derelict or junk motor vehicles or sizeable part thereof, and no discarded or abandoned material of any kind shall be permitted to be parked or stored upon any lot or along any service driveway, street, park area or community property within Mountain Shadows Recreational Vehicle Park. *Amended July 18, 2009*

#### Section 22. Parking

No vehicle shall be parked on or along any street or service driveway or community property within Mountain Shadows Recreational Vehicle Park except on designated parking areas or lots. Parking on non owned private property is not allowed without owner's permission and is subject to being towed without notice. No commercial trucks shall be parked for storage at any time on any lot in Mountain Shadows Recreational Vehicle Park except during deliveries, or servicing, with the exception of truck designed and equipped for camping uses. Ample parking must be provided for a minimum of one (1) parking space per lot. *Amended July 21, 2012.*

### Section 23. Maintenance

All lots and recreational vehicles together with the exterior of all improvements located thereon shall be maintained in a neat and attractive condition by their respective owners. Upon the failure or refusal of any property owner to maintain his lot and the exterior of all improvements located thereon in a neat and attractive condition, the Association or its designee may, after fifteen (15) days notice to such owner, enter upon such lot and perform such exterior maintenance as the Association, in its sole discretion, may deem necessary. Such property owner shall be personally liable to the Association for the cost of such maintenance, and the liability for such cost shall be a permanent charge and lien upon such lot enforceable by the Association by any appropriate proceedings in law or in equity. Although notice given as herein provided shall be sufficient to give the Association the right to enter upon such lot and perform such maintenance, entry for such purpose shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday. The Association may exercise these rights without being classified as a trespasser or being liable for damages to property removed, unless such damage be willful and wanton. Any structures or material on any lot which may be destroyed in whole or in part by fire, wind, storm, or other cause or act of God must be rebuilt or all debris removed and the lot restored to a similar condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than one (1) month. *Amended July 7, 1990, Amended July 19, 2014, Amended July 18, 2015*

### Section 24. Service Availability

The Association will contract to provide each lot owner adequate water and garbage disposal. Dumpsters will be provided for disposal of household garbage only. All household garbage must be fully contained inside of dumpster and any dumping outside of dumpsters will incur fine defined in Section A. The cost for these services shall be apportioned equally among all lot owners, and shall be included in the annual maintenance assessment against each lot owner. *Amended July 2 1, 2012.*

### Section 25. Rental Restrictions

Any lot owner who desires to rent or lease or permit his lot to be used by any individual, family unit, or legal entity may do so through any agent. However, no property shall be rented for a period of more than fourteen (14) days in any thirty (30) day period by any individual, family unit, or legal entity. The renting of any said property should be for recreational purposes only. No full time rental shall be allowed. Those persons related to the record holder found living on any unit in Mountain Shadows without record holder in residence shall be subject to the same restrictions as those persons renting any unit in Mountain Shadows. The presence of any person within the park shall be recorded, supervised, and authorized in the interest, welfare, and safety of all persons lawfully using the park. Renters, leasers, or contract for deed are required to abide by this Declaration and violations will be the responsibility of the landowner. Seasonal employees, otherwise known as Work Campers, of Mountain Shadows, Mountain Lakes or any other association within the Mountain Lakes community are deemed an integral part of the operation of the resort as a whole. Seasonal employees shall be exempt and not considered renters under the provisions of this article. *Amended July 16, 2011*

### Section 26. Subdividing Lots

No lot shall be subdivided, nor shall any lot boundary lines be changed so as to decrease the size of the lot. *Amended July 7, 1990*

### Section 27 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 provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

### Section 28. 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 Mountain Shadows Recreational Vehicle Park and to enforce thereon all applicable county ordinances; the Georgia Motor Vehicle Code; and Provisions of the Georgia Criminal Code. *Amended July 19, 2014, Amended July 18, 2015*

### Section 29. Oil and Mining Operations

No 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. *Amended May 15, 2004*

### Section 30. 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. *Amended May 15, 2004*

### Section 31. Garbage Disposals

No garbage disposals shall be allowed. *Amended May 15, 2004*

### Section 32. Quiet Time

The hours of 11 p.m. to 7 a.m. are to be considered quiet time. There should be no loud vehicles, voices, radios, TV, or animal noises during this time. *Amended May 15, 2004*

### Section 33. Warranty Deed

Each lot owner must furnish the Association with a copy of current recorded Warranty Deed for his or her property. *Added April 15, 2006, Amended July 19, 2014.*

### Section 34. Concrete Walls

Each lot owner must receive prior written approval from the Association before installing any concrete retaining wall. All concrete retaining walls will be finished with a natural rock facing installed permanently to the concrete structure on exposed surfaces. In some cases the Association may require engineer drawing(s) and approval as to structural integrity and environmental impact prior to approval to install a retaining wall. *Added July 7, 2007*

### Section 35. Physical and Lot Addresses

Each lot must have the Physical (911) address and the assigned Lot number(s) displayed and legible from the street, and be no more than 240 square inches in size, to assist emergency services in locating property in a timely manner. *Supplemental July 18, 2009*

### Section 36. Tarps

No permanent tarps are allowed. The use of temporary tarps to facilitate a repair is limited to 60 days between the months of March thru October and with no specific color restriction. The use of tarps to winterize a Recreational Vehicle will be allowed from November thru February and must be brown in color. Tarps cannot be used for roof on any permanent or portable structures. *Supplemental July 18, 2009, Amended July 18, 2015*

### Section 37. In Proper Winterization Procedure

Leaving water running as a means to winterize your unit is not allowed. Water found running on a lot during winter while unoccupied will result in water being turned off and locked and the owner of said unit will be notified as soon as practical. A fine will be assessed for \$500.00 plus the cost of having water turned off. *Amended July 16, 2011*

### Section 38. Below Ground Water Cut off

Each owner of a unit in Mountain Shadows Recreational Vehicle Park shall be responsible for the installation of an accessible below-ground cut off on their water supply line. This provision is necessary for the preservation of the integrity of the entire water system, without interrupting service to the entire Park or section thereof. In the event of a water leak and no owner(s) are on site and no cut off is found the association will have one installed at owner(s) expense. Water will be left turned off at new cutoff giving the owner(s) time to make any additional repairs if needed.

*Added July 16, 2011*

Section 39, Sewer Backflow Valve

It shall be the responsibility of each owner to install a backflow valve on their unit’s sewer line. The owner is responsible for any damage caused by the failure to install said valve. *Added July 16, 2011*

Section 40, Tree and Shrub Maintenance.

No trees, shrubs, bushes or other vegetation having a diameter of three inches or more shall be cut down, destroyed, or mutilated except with the express written permission of the Association or its delegate. All natural shrubs such as mountain laurel, rhododendron, and the like, are to be preserved, as this is a natural resource area. *Amended July 18, 2015*

**Article 6.  
Easement**

Section 1. General

Each lot now subjected to this Declaration is and shall be subject to those easements, if any, shown or set forth on the aforementioned recording plat. Each lot hereafter subjected to this Declaration shall be subject to those easements, if any, shown or set forth on the recorded such lots.

Section 2. Access

The ownership of any lot subject to this Declaration shall include automatically the right to use the roads and streets within the park as shall be reasonably necessary for ingress and egress to and from any such lot and from the common properties. All vehicles entering or within Mountain Shadows must display a current Mountain Shadows parking sticker or a valid and current day-pass issued by Mountain Lakes. Any lot owner in default of Association fees or having fines resulting in liens against their property shall consider their Mountain Shadows parking permit(s) suspended. Entry at this point will be allowed to said owner(s) by obtaining a Mountain Lakes day-pass issued after proof of ownership. A County recorded Warranty Deed along with picture ID will be required to constitute ownership. Any vehicle not displaying a current and valid parking permit or valid day-pass is subject to be towed with no further notice at the vehicle Owners expense. *Amended July 7, 2007*

Section 3. Easements Reserved

Easements over the properties for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by the Association, together with the right to grant and transfer the same. *Amended July 7, 1990*

Section 4. Other

There is hereby reserved, without further assent or permit, a general easement to the Association, its agents, and employees, and to all policeman, fireman, ambulance personnel, and all similar persons to enter upon the property or any portion thereof which is now or hereafter made subject to this Declaration in the proper performance of their respective duties.

**Article 7.  
Assessments By Association**

Section 1. Purpose

The Association shall have the power to assess all lot owners for the costs of carrying out its rights and responsibilities under the Declaration. Such costs include, but are not limited to, maintenance of roads, water and sewer systems, grounds, buildings, refuse collection, common area lighting, and provision of management services. Such common expenses shall be apportioned among all lot owners equally. “Lot owner” within the meaning of this section shall mean the holder of any estate entitling such holder to membership in the Association, and shall include persons holding such an estate with other persons, in common or otherwise. *Amended July 7, 1990*

Section 2. Annual Assessments

At least sixty (60) days prior to the end of each calendar year, the Association Board of Directors shall prepare a budget covering the Association’s share of estimated costs of operating Mountain Shadows Recreational Vehicle Park during the coming year. The Board shall notify each lot owner of the budget and the annual assessment to be levied there from, not later than the following December 31. *Amended July 7, 1990*



### Section 3. Changes In Annual Assessments

The method of calculating and the amount of the annual assessment referred to in Section 2 of the Article may be changed prospectively, when authorized in accordance with the Association's Charter and Bylaws, as amended from time to time. The annual assessment may be lowered at any time in the same manner.

*Amended July 6, 1991*

### Section 4. Special Assessments

In addition to the annual assessment authorized by Section 2 of this Article, the Association may levy in any assessment year a special assessment, when authorized in accordance with the Association's Charter and Bylaws, as amended from time to time.

### Section 5. Purpose of Assessments

The annual and special assessments authorized herein may be levied, spent, and used by the Association, to provide or contract to provide for, the maintenance of roads, water and sewage systems, grounds, buildings, and refuse collection, and electrical power; or in order to further any corporate purposes set forth in the Association's Charter as amended from time to time, or pursuant to the valid exercise of any corporate power as set forth in said Charter, as amended from time to time.

### Section 6. Date of Commencement of Annual Assessments, Due Dates, Delinquency Dates

When, and if, the Association desires to set an annual assessment, and does fix said annual assessment, then, and in that event, the Association shall have the right to fix the date of commencement of said annual assessment; set the dates for such assessments; and set delinquency dates for the payment of such annual assessments together with penalty for the failure to pay said annual assessments prior to the delinquency date.

### Section 7. Duties of the Board of Directors

The Board of Directors of this Association shall have such powers and duties as are prescribed in the Association's Charter and Bylaws, as amended from time to time, and by law, which may include the following duties: to fix the due date of all annual assessments; to cause written notice of every assessment to be sent to the owner or owners subject thereto at least thirty (30) days prior to the due date thereof; and upon demand at any time, to cause to be furnished to any person legitimately interested a statement in writing, signed by the president, the treasurer, or other appropriate officer of the Association, setting forth the amount of any unpaid assessments with respect to any property subject to assessment by the Association, or stating that all assessments with respect to the property which is the subject of statement have been paid, as the case may be. As between the Association and any such person who in good faith relies on any such statement so furnished, such statement shall be conclusive evidence against the Association of all facts and figures therein stated to be true and accurate. In existing or prospective mortgagee, as defined in Section 8 of this Article, of any property subject to assessment by the Association, shall be a "person legitimately interested" within the meaning of this Section and shall be entitled to such statement.

### Section 8. Subordination of the Charge and Lien Mortgages

(a) The lien and permanent charge of all assessments and charges authorized herein (annual, special or otherwise) with respect to any lot is hereby made subordinate to the lien of any mortgage placed on such lot, if, but only if, all assessments and charges with respect to such lot authorized herein having a due date on or prior to the date such mortgage is filed for record have been paid. The liens and permanent charges hereby subordinated are only such liens and charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale or the sale or transfer of the mortgaged property pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the owner of the mortgaged property of his personal obligation to pay all assessments and charges coming due at a time when he is the owner of such property; shall not relieve such property from the lien and permanent charge provided for herein (except to the extent a subordinated lien and permanent charge is extinguished as a result of such subordination as against a

mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any person pursuant to a decree of foreclosure, or pursuant to any other proceedings in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous owner of such property of any personal obligation, or relieve such property or the then owner of such property from liability for any assessments or charges authorized hereunder, coming due after such sale or transfer.

(c) Notwithstanding the foregoing, the Board of Directors of the Association may at any time, either before or after any mortgage or mortgages are placed on such property, waive, relinquish or quit-claim in whole or in part the Association's right to assessments and other charges collectible by the Association hereunder with respect to such property coming due during the period while such property is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

(d) "Mortgage" and "Mortgages", as used in this Section, shall include deed to secure debt, and any other security instrument by which the title to property is conveyed or encumbered to secure a debt. "Lien", as used in this Section, shall include where the context requires, the security title or interest of any holder of a mortgage, as defined in the preceding sentence. "Mortgagee" and "Mortgagees" shall include any holder or holders existing or prospective mortgagee, as defined in the immediately preceding sentence, shall be entitled to the statement authorized by Section 7 of this Article.

(e) CREATION OF LEIN AND PERSONAL OBLIGATION FOR ASSESSMENTS. Each owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all annual assessments or charges and all special assessments. All such assessments, together with charges, interest, costs, and reasonable attorney fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which each assessment is made. The obligation and the lien for assessment shall include (i) late or delinquency charge in the amount of 10 percent (10%) annually and (ii) the cost of collection, including court costs, the expenses of sale; any expense required for the protection and preservation of the lot, and reasonable attorney fees actually incurred. Such amounts shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to successors in title of interest, unless assumed by them or required by applicable law. Any sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit from liability therefore, nor the lot so sold or transferred from the lien of any common expense charges thereafter becoming due. The Association in any appropriate proceeding may enforce the permanent charges, the lien, and the personal obligation hereby created in law or in equity.

*Amended May 15, 2004, Amended July 21, 2012*

(f) STATEMENT OF ACCOUNT Any owner, mortgagee, or a person having executed a contract for the purchase of a lot or a lender considering a loan to be secured by a lot shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a lot. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding Ten Dollars (\$10.00), as a prerequisite to the issuance of such a statement. *Amended July 7, 1990*

## **Article 8.** **General Provisions**

### Section 1. Duration

The covenants, conditions, and restrictions established herein shall run with the land and shall enure to the benefit of and be enforceable by the Association or any owner for a period of (20) years from the date this Declaration is recorded in White County, Georgia, at which time the same shall be automatically renewed for successive periods of five (5) years unless, by a duly executed and recorded instrument, the then owners of a majority of the lots subject hereto elect to terminate the same.

### Section 2. Amendment

(a) The Covenants and Restrictions of this Declaration may be amended at any time and from time to time during the period of any extension and renewal thereof, by an agreement of a majority of the property owners present at any lawfully called meeting, whose lots are then subject thereto. Any such amendment shall not

become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of the Superior Court of White County, Georgia. Every purchase or grantee of any interest in any property now, or hereafter, made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that the Covenants and Restrictions of this Declaration may be amended as provided in this Section. *Amended March 21, 1990*

(b) Any notice to be given to any property owner under the provisions of the Declaration shall be deemed to have been properly given when deposited in the United States mail and addressed to such owner at his last known address as shown in the records of the Association. *Amended July 7, 1990*

### Section 3. Enforcement

The Board of Directors may establish reasonable fines for the enforcement of Declarations of Covenants, Conditions, and Restrictions of Mountain Shadows Recreational Vehicle Park. The initial fines of the Association are attached hereto, made a part hereof and marked Exhibit "A". The Association thereto shall furnish copies of such fines to all owners, prior to the fines effective date. Such fines shall be binding upon the Owners, their families, renters, leasers, guests, invitees, and agents. The Board shall have the authority to impose these fines and other sanctions for violations of the Declarations of Covenants, Conditions, and Restrictions of Mountain Shadows Recreational Vehicle Park, as provided in Article 7, Section 8 hereof. On violations requiring corrective action, the Board shall give an Owner, written notice of the violation and fifteen (15) days to correct the violation. If at the end of the fifteen (15) days the violation has not been corrected, said fee would be levied. Fees will continue to accumulate until the violation has been corrected and approved by the Board of Directors. Failure by the Association to enforce any of the provisions herein contained shall not be deemed a waiver of the right to do so thereafter. *Amended May 15, 2004*

### Section 4. Severability

Wherever possible each provision of the Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of a provision which can be given effect without the invalid provision or application, and to this end the provisions of the Declaration are declared to be severable.

### Section 5. Captions

The captions of each Section hereof as to the contents of each Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Sections to which they refer.

### Section 6. Binding Effect

Each property owner, upon becoming an owner, shall be bound by and be deemed to have agreed to the terms and provisions of the Declaration and the By-laws of the Association. *Amended July 7, 1990*

### Section 7. Professional Assistance

The Association may employ attorneys, accountants, management agents, and other professional persons, as it deems necessary to assist in the management of Mountain Shadows Recreational Vehicle Park and the properties therein located. *Amended July 7, 1990*

These Covenants are not intended to create undo hardships on any lot owner. If this should happen the lot owner may request in writing to the Board of Directors for a variance to the Covenants creating the hardship. This will be discussed and voted upon at Board of Directors Meeting.

**EXHIBIT "A"**  
**SCHEDULE OF FINES, FEES AND RATES**  
**MOUNTAIN SHADOWS RECREATIONAL VEHICLE PARK**

The Declaration of Covenants, Conditions, and Restrictions are incorporated herein as part of these Fines.

Pets outside of home not on a leash, obnoxious behavior, and other violations  
Article 5, Section 9 not otherwise detailed. \$50.00

Failure to clean up solid pet waste \$50.00  
Second offense, etc. \$100.00

Unlicensed, derelict or wrecked vehicle parked on  
property more than seventy-two (72) hours. \$25.00  
Plus Cost of Towing Vehicle Actual Cost

Failure to maintain lawn, e.g., uncut grass, flower  
beds overgrown with weeds, trees in need of pruning \$25.00  
Plus Cost of Service, if needed Actual Cost

Failure to make necessary repairs to exterior of  
property, e.g. camper or any improvements in need of cleaning, painting \$25.00  
Plus Cost of repair service, if needed Actual Cost

Rental unit violation \$100.00  
Plus \$25.00  
per week for every week occupied by a tenant

Sign violation \$25.00  
Plus \$25.00  
per week until removed

Failure to provide a copy of the recorded Warranty Deed within 90 days of a sale \$25.00  
Plus \$25.00  
per month until received

Construction of building not meeting MSA Building Specifications \$500.00  
Plus \$100.00  
per day until corrected

Failure to have Water cut off accessible and below ground  
Cost of having cut off installed Actual Cost

Unoccupied running water \$500.00  
Plus Cost of having Water turned off \$200.00

Trash violation \$100.00

Dangerous Activities \$500.00

**Any dumping not fully contained within dumpsters, or a violation(s) of posted restrictions \$150.00**  
**Per occurrence**

Cutting or removal of any tree or shrub over 3" in diameter without Board approval \$500.00

All fines and ongoing charges listed above that are not per occurrence will double or three or more of same violations within any twelve month period until violation(s) are corrected. For violations not included above, the Board of Director's will set a new fine.

## EXHIBIT "B" Building Specifications

### Building Specifications

#### Building Permit

All variance requests for these building specifications must be submitted to Board of Directors of Mountain Shadows with drawings for approval prior to application for permit with White County.

A White County Building Permit must be purchased and posted on site before construction begins.

#### Square Footage

Maximum square footage of any permanent structure built for occupancy with enclosed walls is 400 square feet.

All storage buildings count toward the total square footage on the lot.

RV's do not add to square footage unless there is a roof over.

Structures consisting of open decks may be allowed up to an additional 400 square feet or 20 percent of the lot area, whichever is greater

#### Materials

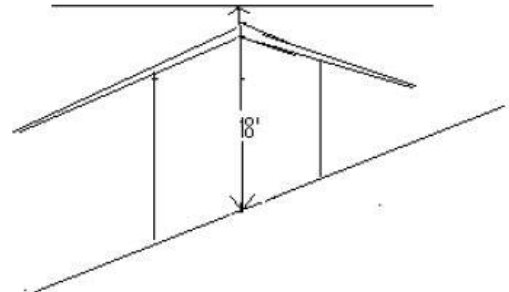
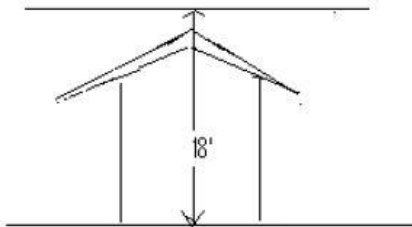
Exterior may be of solid wood, glass or vinyl/aluminum siding similar to wood in appearance. Color compatible with base color of the recreational vehicle.

#### Set Back

Five-foot (5) setback from property line must be maintained on all permanent structures.

#### Restrictions

Maximum building height of 18 feet from highest point of property measured in a line perpendicular to the ground. (See example below)



Only 3 – 40lb propane tanks allowed per lot.

Maximum 100 amp service allowed.

Maximum of 20% of lot can be impervious surface.

Impervious surfaces are mainly artificial structures – such as pavements, that are covered by impenetrable materials such as asphalt, concrete, brick, and roof tops.

#### Storage Buildings

Only one building allowed and must not exceed one hundred forty four (144) square feet in size and one (1) Story high.

All storage buildings must be permitted whether they are portable or not.

#### Potable Garage Structure

Only one portable metal structure allowed with open sides with metal roof and may not used for storage.

#### Time of Completion

The exterior of all permanent structures must be completed within 12 months of original issue of building permit. And all building materials removed from lot.

Updated July 29, 2019