

**AMENDMENT AND RESTATEMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS AND ADDITIONAL MEMBERSHIP
FOR EAGLE MOUNTAIN**

This Amendment and Restatement to the Declaration of Covenants, Conditions, and Restriction and Additional Membership for Eagle Mountain is made this __ day of _____, 2023, for the community of EAGLE MOUNTAIN as shown on that certain plat of survey recorded in Plat Book 52, Pages 76 and 77, Bartow County, Georgia Records ("Property"), and which plat is attached as Exhibit "A hereto; and

WHEREAS, the Eagle Mountain Homeowners Association desires to provide for the benefit of all of the residents of the Property, a Common Area (as defined herein); and

WHEREAS, the Eagle Mountain Homeowners Association deems it desirable to amend the Covenants to continue to insure the enjoyment of the Common Area; and

WHEREAS, the Eagle Mountain Homeowners Association intends that every Owner (as defined herein) of a Residential Unit (as defined herein) which is made subject to this Declaration does automatically and by reason of such ownership, and by reason of this Declaration become a member of the Association and subject to its valid rules and regulations and subject to the assessment by the Association pursuant hereto; and

WHEREAS, the Owners at Eagle Mountain Subdivision in Bartow County, Georgia, whose lots are listed on Exhibit "B" and who have executed this Declaration as an additional signatory, whose signatures are incorporated herein by reference, are the owners of that certain real property described in Exhibit "B" (the Property) and desire to subject the Property to the terms and provisions of this Declaration and to hereby subject the Property to membership in the Eagle Mountain Homeowners Association; and

WHEREAS, the undersigned officers of the Association desire to approve this Declaration and additional Property in the Association on behalf of the Association;

NOW THEREFORE, the undersigned officers of the Association, and all lot owners whose property is listed in Exhibit "B" and who have executed this Declaration as an additional signatory, hereby declare that all of the Property described in Exhibit "B" shall be held, sold, and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the Property, and be binding on all parties having any right, title, or interest in the Property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each owner of any portion of the Property, his heirs, grantees, distributions, successors, and assigns, and to the benefit of the Association.

ARTICLE 1

Definitions: The following terms when used in this Declaration of Covenants (unless the Context shall clearly indicate to the contrary) shall have the following meaning:

- (a) "Association" shall mean and refer to a nonprofit corporation organization and existing under the laws of the State of Georgia.

- (b) "Covenants and Restrictions" shall mean and refer to all covenants, restrictions, easements and charges and lines set forth in the Declaration.
- (c) "Manager" shall mean and refer to any person with whom the Association contracts for administration and operation of the Common Area.
- (d) "Member" shall mean an Owner who has membership in the Association, which is permanent and cannot be separated from a Residential Unit, but rather is appurtenant to and runs with the title of the land.
- (e) "Mortgage" shall mean and refer to security instrument by means of which title to the Common Area is conveyed or encumbered to secure a debt, including, without limiting the generality of the foregoing, security deeds, deeds to secure debt, mortgages and deeds of trust.
- (f) "Owner" shall mean and refer to any Person (as hereinafter defined) who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in a Residential Unit (hereinafter defined) in a portion or the Restricted Property (as hereinafter defined); provided, however, that any Person who holds such interest merely as a security for the performance of an obligation shall not be an Owner.
- (g) "Person" shall mean and refer to any natural person, corporation, partnership, limited partnership, joint venture association or any other such entity.
- (h) "Common Area" shall mean and refer to the property described in Exhibit "A" attached hereto and made a part hereof.
- (i) "Common Purposes" shall mean and include activities such as ingress and egress for pedestrian and vehicular traffic, walking, riding or non-motorized vehicles and such other activities as may be delineated by the Board of Directors of the Association from time to time.
- (j) "Restricted Property" shall mean and refer to all real property as set forth in Article 2 of this Declaration and any additional real property added to the jurisdictions of the Association pursuant to Article 2, Section 2 of this Declaration.
- (k) "Residential Units" shall mean and refer to each single family detached house located on a tract of subdivided property intended for a single family detached house.

ARTICLE 2

Property Subject to Declaration; Effective Thereof.

Section 1. Property Hereby Subject to This Declaration

This Declaration is hereby imposed upon the following described real property and subjects the following described property to this Declaration, which shall hereafter be held, transferred, sold, conveyed, used, learned, occupied, and mortgaged or otherwise encumbered subject to this Declaration:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 5 OF THE 3rd DISTRICT, SECTION OF BARTOW COUNTY, GEORGIA, AND BEING KNOWN AS EAGLE MOUNTAIN, AS PER PLAT RECORDED IN PLAT BOOK 52, PAGE _____, BARTOW COUNTY, GEORGIA RECORDS, WHICH PLAT BY REFERENCE HEREIN IS INCORPORATED AND MADE A PART THEREOF.

Section 2. All restricted Property Bears the Burden and Enjoys the Benefits of This Declaration.

Every person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any portion of the Restricted Property or later added Restricted Property does agree and shall be deemed by reason of taking such record title to agree to all the terms and provisions of this declaration.

ARTICLE 3

The Community Association: Automatic Membership and Voting Rights Therein.

Section 1. The Association and Pool Access

The Association was formed and incorporated under the laws of the State of Georgia and there does now exist an Association, a nonprofit Georgia Corporation, and the Association shall be known as Eagle Mountain Homeowners, Inc. The Association consists of common property for general recreational use to include facilities for swimming and exercise.

Section 2. Membership

Every person who is an Owner is and shall be a member of the Association; provided however, that any Person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 3. Pool Access

- (a) Each Member, by virtue of property ownership in Eagle Mountain, shall be a member of the "Eagle Mountain Homeowners, Inc." All owners will have the privilege to access the Eagle Mountain Community Swimming Pool as well as all other common property. The Swimming pool will operate under its own safety rules and will comply with all county and state regulations. A portion of the annual Association assessment will be allocated for the operation, maintenance, and management of the swimming pool. Access to the swimming pool is exclusive to Eagle Mountain Members and their qualified guests only. The privilege to access

the pool can be revoked by the Board of Directors, in accordance with the Association by-laws, if they deem that any member and/or their guests are not in compliance with the stated pool rules and/or county/state regulations.

- (b) Access to the pool will be automatically revoked for those owners who are more than 60 days delinquent on their association dues.

Section 4. Classes of Membership; Voting Rights

The Association shall have one class of membership.

- (a) Members shall be those persons holding an interest required for membership as specified in Section 2 of this Article 3.
- (b) Members shall be entitled to one vote for each Residential Unit in which they hold any interest required for membership under Section 2 of this Article 3. When more than one person holds an interest or interest in a Residential Unit, the vote for such Residential Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Residential Unit. In the event of disagreement among such persons, and two or more persons vie to cast a vote for such Residential Unit, then the vote pertaining to such Residential Units shall not be counted in the vote, although shall be counted towards a quorum.

Section 5. Suspension of Membership Rights

The membership rights of any member, including the right to vote may be suspended by the Association Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any suspension shall not affect such member's obligations to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the members' property in favor of Association.

Section 6. Meetings of the Membership.

All members will be given notice of all Association meetings which includes, date, time, place, and matters/topics concerning the meeting. The notice will comply with all requirements specified in the By-Laws of the Association as amended from time to time or by law.

ARTICLE 4

Section 1. The Common Property. Members' Rights and Easements of Enjoyment.

Subject to the provisions contained in (a) through (e) of this Section, every member of the Association shall have a right in the easement of enjoyment in and to the Common Area including, but not limited to, the nonexclusive right of ingress and egress and nonexclusive right to use the Common Area for Common Purposes and such easement shall be appurtenant

to the shall pass with the title to all portions of the Restricted Property. The Common Area shall be used only for Common Purposes, and the purposes set forth in Article 1 paragraph (h) supra. Rights and easements of the enjoyment created hereby shall be subject to the following:

- (a) The Association shall not mortgage any portion of the Common Area which may provide ingress and egress to any Residential Unit.
- (b) The right of the Association to take such steps as reasonably necessary to protect the Common Area.
- (c) The right of the Association, as provided by its By-Laws, to suspend the enjoyment of rights of any member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations.
- (d) The right of the Association at any time to transfer all or any part of the Common Area if Authorized by two-thirds (2/3) or more of the votes of those entitled to vote of the membership subject to the provisions of this Declaration; and
- (e) The right of the Association to grant such easements and right-of-way to such utility companies or public agencies or authorities as it may deem necessary or desirable for the proper servicing and maintenance of the Common Area.

Section 3. Extension of Rights and Benefits.

Every member of the Association shall have the right to extend the rights and easements of enjoyment vested in him/her under this Article 4 to each of his/her tenants, to each member of his/her family who resides with him/her on Restricted Property, and to other persons as maybe permitted by the Association's Board of Directors.

ARTICLE 5

ASSESSMENT

Section 1. Creator of the Lien or Personal Obligation for Assessments

Each member, by acceptance of a deed or other conveyance for any Restricted Property, whether it shall be expressed in any deed or other conveyance, shall be deemed to covenant, and agree to pay the Association:

- (a) Annual assessments per Residential Unit and charges and
- (b) Special assessments, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land, shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who is the record owner of the property at the time the assessment fell due.

Section 2. Purpose of Assessment.

The assessments levied under this Article 5 shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and their tenants and, in particular, for the servicing, improvements, and maintenance of the Common Area, swimming pool, playground equipment, and facilities, including Lighting, related thereto devoted to such purposes and related to the use and enjoyment of the Common Area and for the maintenance of the landscaped entrance area or areas the "Entrance areas" of Eagle Mountain, including, but not limited to, the payment of the taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion on the annual assessments levied by the Association under this Article 5 as may be necessary for the purposes shall be devoted to establishing and maintaining reserves for the maintenance, repair, replacement and operation of the Common Area, swimming pool, playground equipment, facilities, and the entrance area.

Section 3. Basis and Maximums of Annual Assessments.

- (a) The maximum initial annual assessments of members, per residential unit, shall be Three Hundred Seventy-Five Dollars (\$375.00) per residential unit payable to the Association.
- (b) The annual assessment shall be determined by the Board of Directors of the Association without regard to the maximum initial annual assessment and shall be paid by all the members; provided, however, that any assessment after the initial assessment set by the Board of the Association shall not be increased (or decreased) in any one year by an amount in excess of thirty percent (30%) of the assessment for the year immediately prior to the year for which the increase (or decrease) is to be effective.

Section 4. Special Assessments.

Upon the affirmative vote of two-thirds (2/3) or more of a quorum of membership of the Association, the Association may levy and collect a specific special assessment so authorized for the purpose of defraying in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the Common Area, swimming pool, playground equipment, pavilion, and front entrance, including any necessary fixtures or personal property related thereto, or for the purpose of increasing the annual assessment by an amount in excess of what is authorized by Section 3 of this Article.

Section 5. Equality of Assessment among Residential Units

No Residential Unit within the Restricted Property shall bear a higher assessment than any other Residential Unit within the Restricted Property.

Section 6. Date of Commencement of Annual Assessment; Due Dates

- (a) The Association's Board of Directors shall send written notice of the annual assessment and the amount of such assessment to every member subject thereto at least thirty (30) days in advance of each annual assessment. Unless otherwise provided by

the Association's Board of Directors, the entire amount of the annual assessment for each Residential Unit shall become due and payable to the Association on the 31st Day of January each year and shall be paid to the Association without further notice from the Association; provided, however, that in the event the Board of Directors shall fail to send written notice of the annual assessment to members at least thirty (30) days prior to the annual assessment period, the payment for the annual assessment shall not be due until thirty (30) days after such notice is given. The failure to notify thirty (30) days prior to the annual assessment period shall not, however, reduce the amount of the assessment due and payable.

The annual assessment shall be established on a calendar year basis and shall commence as to each member when he becomes a member pursuant to Section 2 of Article 3.

The first annual assessment payable to the Association with respect to a Residential Unit shall be \$375.00.

- (b) The Association shall, upon demand at any time, furnish any member liable for any assessment a certificate in writing signed by an officer of the Association setting for whether the said assessment has been paid. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- (c) Closing letter fees shall be \$100.00.

Section 7. Effect of nonpayment of Assessment the Personal Obligation; the Lien; Remedies of the Association.

- (a) If an assessment is not paid on or before the date when due then such assessment shall become delinquent and shall, together with such interest thereof and the costs of the collection thereof thereupon become a continuing lien on the delinquent members' property which shall bind such property in the hands of the then owner, his heirs, designees, personal representatives, successors, and assigns. In addition to the lien rights, the personal obligation of the owner to pay such assessments all remain his/her personal obligation and shall also pass to his/her successors in title. Such owners shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he/she was obligated to pay immediately preceding the transfer, and such owner and such successors on title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such owners and successors in title creating any identification of the owner or any relationship of principal and surety as between themselves.
- (b) If an assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of the delinquency at the lesser of the highest rate permitted by or ten percent (10%) per annum, and the Association may bring legal

action against the owner personally obligated to pay the same or foreclose its lien against such owner's property, in which event, interest, costs and attorney's fees equal to fifteen percent (15%) of the principle amount shall be added to the amount of such assessment as may then be due. Each owner, by acceptance of a deed or other conveyance of his or her property, invests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and to foreclose the aforesaid lien provided for in this Article 5 shall be in favor of the Association and shall be for the benefit of all other members. No member may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area and facilities. The Association shall not waive any liens or rights it may have against any member without the approval of holders of one hundred percent (100%) of the votes of those then entitled to vote for the membership.

- (c) If the assessment is not paid within sixty (60) days after the due date, the Association may also suspend the membership rights of the delinquent member, including the right to vote, the right of enjoyment in and to the Common Area, swimming pool, facilities, and the right to receive and enjoy such services and other benefits as may then be provided by the Association. Any suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on such member's property in favor of the Association.

Section 8. Subordination of Charges and Liens to Mortgages.

- (a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any restricted property is hereby made subordinate to the lien of any first mortgage placed on such property if, but only if, all assessments and charges with respect to such property authorized herein having a due date on or prior to the date of the mortgage as filed of record and prior the satisfaction cancellation or foreclosure to such mortgage or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure 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 coordination and shall not relieve the owner of the mortgaged property of his personal obligation to pay all assessments and charges coming due at any time when he is the owner of such property; shall not relieve such property from the liens and permanent charges provided for herein (except to the extent a subordinated lien or 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 under power); and no sale or transfer of such property to the mortgagee or to another person pursuant to a decree of foreclosure, or pursuant to any other proceeding in time of foreclosure or pursuant to a sale under power, shall relieve any existing or previous owner of such property from liability for any assessment or charges authorized hereunder becoming due after such sale and transfer.

ARTICLE 6

ADMINISTRATION

Section 1. Responsibility for Administration.

The administration of the Association, the maintenance, repair and operation of the Common Area and facilities and the Entrance Area shall be the responsibility of the Association and managed by the Board of Directors.

Section 2. Maintenance Agreement.

The Association/Board of Directors may enter into such maintenance agreements as are necessary or desirable for the maintenance of the Common Area. In the event the Association shall determine to place improvements on the Common Area pursuant to this Declaration and enters into a maintenance agreement for the installation and/or operation of such improvements, the manager of the Common Area shall exercise all the powers and shall be responsible for the performance of all the duties of the Association, except those power and duties specifically and exclusively assigned to the officers directly from members of the Association by the Declaration. Any maintenance agreement which is to be entered into after the approval by a majority of the Board of Directors, shall provide for the compensation to be paid, there term thereof, which shall not exceed one year, and the manner in which and the terms upon which such agreement may be terminated, which shall include the right of termination ten (10) days after two-thirds (2/3) of the members then entitled to vote, affirmatively vote to terminate such contract at any time after all eligible members are entitled to full voting privileges in accordance with Article 3.

Section 3. Limitations of Liability Indemnification.

Notwithstanding the duties of the Association to maintain the common area, the Association shall not be liable for injury or damage caused by the latent condition of the Common Area nor for injury caused by the elements, members or other persons, not shall any officer or director of the Association be liable to any person for injury or damage by such officer or director in performance of the duties hereunder unless due to willful misfeasance or malfeasance or gross negligence of such officer or director. Each officer and director of the Association shall be indemnified by the members against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him/her in connection with any proceeding to which he/she may be a party or in which he/she may become involved by reason of his/her being or having been an officer or director of the Association, any settlement, whether or not he/she is an officer or director of the Association at the time such expenses and liabilities are incurred, except in such cases where the officer and/or director are adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors and the Association approves of such settlement and reimbursement as being for and in the best interest of the Association.

ARTICLE 7

DESIGN GUIDELINES

Section 1. Land Use and Building Type.

No Tract shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Tract other than one detached single-family dwelling unit not to exceed (2) stories in height.

Section 2. Architectural Control

No building of any kind shall be erected, altered on any tract until the construction plans and specifications and plans showing the location of the structure have been approved by the Architectural Control Committee, as described in Paragraph 20 below, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished graded elevation. Every Tract shall have a landscape from yard with any grass areas to consist of sod the type of which shall be approved by the Association. All fences to be installed or any fence already installed and to be altered shall be approved by the Architectural Control Committee. No fence shall be installed on any lot nearer to the street than the rear of the house and any fence which faces a street shall consist of a wooden privacy fence. No fence shall be installed on any corner lot without prior written approval of the Architectural Control Committee.

Section 3. Dwelling.

- (a) Minimum house sizes—All new construction single-family residential structures located on any lot, shall have at least 1,800 square feet of heated living area on the first floor. Any structure which exceeds one story in height shall have not less than 1,900 square feet in a story and a half, and 2,000 square feet in a two story. No such structure shall exceed three stories in height. Single family residential structures may not be designed as split-level structures which are three stories high; with the exception of already existing split-level homes at the time of this amendment. The words “split-level” structures as used herein shall mean single family residential structures in which floor levels of living space are separated so that ground levels are in differing elevations and part of such structure is three stories in height.
- (b) Landscaping – A written plan of landscaping must be submitted to the Association prior to installation of any materials; this plan should include a drawing to show location and description of all “hardscape” such as fences, villas, rocks, fountains, statuary and so forth. The landscaping shall be completed in accordance with approved plans not later than thirty (30) days after.
 - (a) Final inspection by the Building Inspector, or
 - (b) Occupancy of residential structure, whichever is earlier.

Section 4. Building Location

All houses constructed on any lot in the subdivision shall be placed behind the minimum building set-back line as shown on the subdivision survey, or as may be required by the governing political authority.

Location of structures – all structures together with related paved and open areas, shall be located on each lot to:

- (a) Minimize changes in the existing grade and appearance;
- (b) Preserve existing trees and vegetation to the maximum extent possible;
- (c) Control drainage and prevent erosion; and
- (d) Create prime views and conceal unsightly areas.

Section 5. Tract Area

The minimum area for all tracts shall be as shown on the recorded Plat Survey for Eagle Mountain Subdivision, a private Subdivision, located in Bartow County, Georgia. No Tract shall be subdivided at any time to an area consisting of less acreage than as shown on the aforementioned recorded plat of survey for that respective Tract, unless approved by the Association.

Section 6. Nuisances.

No noxious or offensive activities shall be carried on or upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the adjoining owners.

Section 7. Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on that Plat or as may be required by the Association. Drainage flow shall not be obstructed nor diverted from drainage or utility easements as so designated above.

Section 8. Temporary Structures.

No mobile home or modular home shall be placed or erected on any lot of the subdivision. A mobile home is a detached single family dwelling unit built on a chassis and designed for long term occupancy, containing sleeping and living area, flush toilet, and tub or shower bath, and kitchen facilities, equipped with plumbing and electrical connections and design for transportation after fabrication on streets or highways on its own wheels or on a detachable wheels, arriving at the site as a complete dwelling unit and ready for occupancy after minor or incidental unpacking, assembly operation on tacks or other temporary or permanent foundation, or the connecting of two units together (referred to as double wide), connection to utilities and the like. Removal of the wheels and placement on a foundation does not change its classification. A modular home is a factory fabricated, transportable building consisting of building modules designed to be incorporated at a building site on a

permanent foundation as a permanent structure with the appearance of a conventionally on site constructed building and to be use for residential purposes. The use of prefabricated walls or trusses shall not be placed on any lot in the subdivision. Structures customarily incidental to residential use are allowed so long as such structures are not unsightly or do not adversely affect the value of other lots in the subdivision.

Nothing contained herein shall prohibit the use of portable or temporary buildings as trailers to be used as field offices by contractors during the actual construction of dwellings to be located on the lots in the subdivision.

Section 9. Signs

No signs whatsoever shall be installed, altered, or maintained on any lot, or on any portion of a structure visible from the exterior thereof, except;

- (a) such signs as may be required by legal proceedings;
- (b) not more than one "For Sale" sign; provided, however that in no event shall any such sign be larger than four square feet in area nor shall it contain any information which does not advertise the house and lot as "For Sale."

Following the consummation of the sale of any lot, the sign located thereon shall be removed immediately.

Section 10. Oil and Mining Operations.

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Tract, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Tract.

Section 11. Livestock or Poultry

No general farm animals, livestock, horses, potbellied pigs, or poultry of any kind shall be raised, bred, or kept on any Tract. Ordinary household pets such as dogs, cats or other pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

Section 12. Antennae, Etc.

No exterior television antennas shall be permitted on any lot. Satellite dishes or apparatus used for the reception of any type of signal for television or radio shall not exceed 24" in diameter and shall not be visible from any street.

Section 13. Clotheslines, Garbage Bags, Etc.

- (a) No outside clotheslines will be allowed.

- (b) Garbage cans and wood piles shall be kept screened by adequate planting or fencing to conceal them from view by neighboring residents and may be maintained in a rear yard of a Tract only.

Section 14. Heating Fuel container, ETC

Except for liquid propane tanks from home gas grills and other such patio cooking equipment. No exposed liquid propane tank, fuel oil tank or any type of fuel container used to heat a Residential Unit shall be located visible and above ground on any Tract. Any such container shall be buried below ground and shall be located on a Tract only with prior approval in writing by the Architectural Control Committee.

Section 15. Recreational Equipment.

Recreational and playground equipment shall be placed or installed upon a Tract only to the rear of any Residential Unit. Basketball goals may be placed adjacent to the driveway. No above ground pools shall be allowed.

Section 16. Recreational Vehicles and Trailers.

No house trailer, mobile home, motor home, recreational vehicle, camper truck with a camper top, boat, boat trailer, car trailer, utility trailer or like equipment shall be permitted on any Tract on a permanent basis but shall be allowed on a temporary basis not to exceed forty-eight (48) consecutive hours. Notwithstanding the foregoing and except for house trailers and mobiles homes, any such vehicles or equipment may be stored on a Tract, provided such vehicle or equipment is kept in an enclosed space and is concealed from view by any neighboring residence and from the view of any driveway or street, and must be approved in writing by the Architectural Control Committee.

Section 17. Garbage and Refuse Disposal

No Tract shall be used or maintained as a dumping ground for rubbish. Trash garbage or other waste shall not be kept except in sanitary containers. All containers' incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No person shall dump rubbish, garbage, or any other form of solid waste on any Tract or on Common Area.

- (a) Except during approved construction and as approved by the appropriate governmental authority, no person shall burn rubbish, garbage, or any form of solid waste on any Tract or Common Area.
- (b) Except for building materials employed during the course of construction of any Structure, no lumber, metals, bulk material or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Tract unless screened or otherwise handled in a manner set forth in the Design Standards and approved in Writing by the Architectural Control Committee.
- (c) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed on

the street. At all other times, such containers shall be screened or enclosed in the manner set forth in the Design Standards.

- (d) No vehicles of any kind (cars, trucks, etc.), shall be placed/parked in the yard of any tract causing an unsightly appearance to neighbors.

Section 18. Yard Maintenance

Each member shall always maintain the grounds of their Tract in a neat, orderly and tidy fashion. Such required maintenance shall include but shall not be limited to: maintaining a sodded yard, weed control, regular mowing and edging where appropriate, and removing debris of any sort or manner from the Tract.

The purpose of this restriction is to ensure that all yards in the subdivision are maintained in a neat, orderly, and tidy fashion.

Section 19. Sewerage Disposal.

No individual sewerage-disposal system shall be permitted on any Tract unless such system is designed, located, and constructed in accordance with the requirements, standard and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from the appropriate governmental authorities.

Section 20. Architectural Control Committee

The Architectural Control Committee shall be composed of three individuals appointed by the Board of Directors. One of the three members must be a Board Member. In the event of the resignation or vacancy of any member of the Architectural Control Committee, the remaining member shall have full authority to designate a successor. Neither members of the Architectural Control Committee shall be entitled to any compensation for services performed pursuant to this instrument. The approval or disapproval of the Architectural Control Committee as required by this instrument shall be in writing. In the event the Architectural Control Committee, or its designated representatives, fails to approve or disapprove plans and specifications within thirty (30) day after such plans and specifications shall have been submitted to it, then approval of the Architectural Control Committee shall be deemed to have been given and in compliance with the related covenants shall be deemed to have been made.

The construction of any house in the subdivision will be completed within six (6) months from the beginning of the construction, unless approved otherwise by the Architectural Control Committee. The beginning of the construction of the house shall be such time when the builder or owner or their agent or employees begin to grade or clear a lot to start any actual work toward construction of the house.

- (a) After approval by the Architectural Control Committee, all structures must conform to plans and specifications as submitted to the Architectural Control Committee. Any change must have the prior approval of the Architectural Control Committee.

- (b) All stumps and brush are to be removed from lots prior to foundation construction, and debris shall be removed as often as necessary to keep the lot and any structure thereon attractive. Construction debris shall not be dumped in any area of the subdivision.
- (c) Lots shall be graded in such manner so as not to block any natural or manmade swells, ditches, or drainage structures. Earth, hay berm or silt fences shall be installed in cooperation with the Building Inspection Department. Whenever possible lots shall drain independently rather than to adjoining lots.

Section 21. Construction Materials.

All materials to be used in construction of any house in the subdivision shall be subject to the colors and material guidelines as set forth herein.

- (i) A minimum number of exterior materials shall be used on structures to avoid a cluttered appearance. Where two materials are used (in addition to glass), one shall be dominant. No less than one-third of the front exterior of the structure shall be stone or brick.
- (ii) All foundations shall be finished with stone or brick, any exceptions shall be approved by the Association.
- (iii) Secondary materials, when used, shall complement the dominant material in texture and color.
- (iv) Recommended materials include:
 - (a) Natural wood, concrete fiber and Masonite siding;
 - (b) Brick – there shall be no weeping mortar. All brick shall be subdued colors and samples must be submitted for approval;
 - (c) Natural cedar shakes or shingle;
 - (d) Asphalt shingles which are black, shadow-black, and other trade names of various black asphalt roofing; (weather wood could be accepted);
 - (e) Metal garage doors of simple design, and
 - (f) Stucco – the color and shade of which shall be submitted for approval.
- (v) Unacceptable materials include:
 - (a) Artificial bricks
 - (b) Color coatings which simulate natural materials
 - (c) Unnatural tones of brick and stone;
 - (d) Visible silver finish and aluminum flashing;
 - (e) Visible standard concrete blocks; and
 - (f) Aluminum siding.
 - (g) Colors.

- (a) The exterior colors of the walls and roof of a single-family residential structure shall be comparable and harmonious with the colors of nearby single-family residential. Highly reflective color shall be avoided.
- (b) A minimum number of exterior colors shall be used. When more than one color is used, one shall be clearly dominant.
- (c) Secondary shall be compatible with the dominate colors; and limited to architectural details such as facial frames and other building trim.
- (d) High contrast colors, when used on structures shall be limited to major architectural elements such as entry doors.

Section 22. Screening.

All screening shall be used within the subdivision to define private spaces or to attract or divert attention to or from particular views. The methods of screening and the subject to be screened are subject to the approval of the Association.

Section 23. Enforcement

Enforcement of the covenants contained in this instrument shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages, the number of damages to be paid to homeowners Association.

Section 24. Fines and Charges

In accordance with the Association By-laws, the Board of Directors has the right to enforce these covenants contained in this instrument through the use of fines and/or charges.

Section 25. Severability

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions of this instrument, which shall remain in full force and effect.

Section 26. Wetlands

Wetlands under the jurisdiction of the U. S. Army Corps of Engineers have been identified on Lots 73, 74, 95, and 101. The owners of these properties may be subject to penalty of law for disturbance of these wetland areas without proper authorization from the U. S. Army Corps of Engineers.

ARTICLE 8

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance

The Board of Directors of the Association or its duly authorized agent shall have the authority to and shall obtain insurance for all improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in amounts sufficient to cover the full replacement cost of any repair or reconstruction. The Board of Directors shall also obtain a liability policy covering the Common Area and facilities for all damage or injury caused by the negligence of the Association or any of its agents. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and all such policies shall be for the benefit of the Association and its mortgages, if any, as their interest may appear.

All directors are required to obtain Director's insurance, the premiums of which will be paid for by the Association.

ARTICLE 9

GENERAL PROVISIONS

Section 1. Durations.

The covenants and restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall insure to benefit of and be enforceable by the association or the owners of any of the Restricted Property, their respective legal representatives, successors, and assigns, perpetually to the extent allowed in accordance with O.C.G.A. 44-5-60, et seq.

Section 2. Notices

Any notice required or permitted to be sent to any member pursuant to any provision of this Declaration may be served by depositing such notice in the United States mail, postage prepaid, addressed to one member or owner to whom this intended at his last known place of residence, or to such other address as may be furnished to the secretary of the Association, and such service shall be deemed sufficient. The date of Service shall be the date of mailing.

Section 3. Severability

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

Section 4. Amendment.

This Declaration may be amended with the affirmative vote, written consent, or any combination thereof, of the members holding at least two-thirds (2/3) of the total eligible vote of the Association. Notice of a meeting, if any, for consideration of any amendment

hereto shall state the fact of consideration and subject matter of such amendment. Any such amendment shall be certified by the President and Secretary of the Association and recorded in the Bartow County, Georgia land records.

IN WITNESS WHEREOF, the undersigned officers of the Eagle Mountain Homeowners Association, do hereby certify that this Declaration was duly adopted by and consented to by the required majority of Owners and by the Board of Directors of the Association; and, further, the undersigned Owners at Eagle Mountain, by execution of this Declaration do hereby submit the Property described in Exhibit A hereto to the terms of this Declaration and to membership in the Eagle Mountain Homeowners Association.

Signed this ____ day of _____, 2023.

Eagle Mountain Homeowners Association

By: _____
President

ATTEST:

Secretary

EXHIBIT A

Legal Description

All that tract or parcel of land lying and being in Land Lot 5 of the 5th District and 3rd Section of Bartow County, Georgia and being Eagle Mountain Subdivision, Section one, according to a plat of survey prepared for Eagle Mountain Subdivision by H. Gregory Massey, GRLS #2760, dated March 14, 2001 and revised April 10, 2001 and May 8, 2001, as recorded in Plat Book 52, Pages 76 and 77, Bartow County, Georgia records; which plat by reference is incorporated herein and made a part hereof.

EXHIBIT B

**CONSENT FORM TO THE DECLARATION OF PROTECTIVE COVENANTS FOR
EAGLE MOUNTAIN AND OWNER SUBMISSION TO MEMBERSHIP IN EAGLE
MOUNTAIN HOMEOWNERS ASSOCIATION**

WHEREAS, the undersigned owner(s), hereinafter referred to as Owner, is the record owner and holder of title in fee simple to a Lot within the Eagle Mountain subdivision in Bartow County, Georgia, located at the address described below, and more particularly shown as Land Lot _____, _____ District, as shown on the plat of survey for Eagle Mountain subdivision recorded in Plat Book _____, Page _____, Bartow County, Georgia records, hereinafter referred to as Owner's Property, such plat being incorporated herein by this reference; and

WHEREAS, Owner desires and consents to submit Owner's Property to the Declaration of Protective Covenants for Eagle Mountain as recorded at Deed Book _____, Page _____ et. seq., hereinafter referred to as Declaration, as a Member of the Association, as defined in the Declaration;

NOW THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, successors-in-title, heirs, and assigns, that from and after the date of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration, as a Member of the Association, all of which shall run with the title to Owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Owner understands and acknowledges that, by submitting Owner's Property to Membership, as defined in the Declaration, in the Association, Owner is hereby subjecting Owner's Property to mandatory assessments in favor of the Association, with lien rights afforded therefor, in accordance with the Declaration.

Owner does further consent to the submission of the Common Area, as defined in the Declaration, to the Declaration.

Signed, sealed, and delivered in my
presence, this ____ day of _____, 2023.

Signature of Owner

Print Name of Owner

Witness

Signature of Co-Owner

Print Name of Co-Owner

Notary Public
[seal]

Street Address

TO BE COMPLETED BY ASSOCIATION:

Signed, sealed, and delivered in my presence
on the _____ day of _____, 2023.

Witness

Notary Public
[seal]

Approved by:
Eagle Mountain Homeowners Association

By: _____
President