

etc. Each dwelling shall be built upon a permanent foundation. Construction of the exterior of a dwelling shall be completed within 12 (twelve) months from the commencement of same. No sales person in the employment of the Developer or authorized real estate broker shall be denied access to any facility or amenity while conducting a bona fide sales presentation.

3.

There is established an Architectural Review Committee to be elected by the Eagle's Mountain Resort Property Owners' Association (POA) Board of Directors in such number as it shall see fit. The Committee shall have authority to review and approve all plans for construction upon subdivision lots. No lot owner or any other person shall engage in the construction of a building upon a subdivision lot without first obtaining the written approval of the Committee. Application shall be in writing and shall provide such information as the Committee may reasonably require. In the event that the Committee fails to approve or disapprove such application within thirty (30) days after submission, approval shall be granted automatically.

4.

No mobile homes shall be located on any lot. The location of recreational vehicles on lots on a temporary basis shall be subject to regulation by the POA, as the same may be amended from time to time.

5.

The establishment, maintenance and use of all lots or parcels of land within the subdivision with regard to the disposal of sewerage and effluent shall be done in strict compliance with currently existing State and County Health

Regulations. In particular no outside toilets shall be allowed

See Book 956 Page 244 See Book 956 Page 254 See Book 956 Page 267 See Book 956 Page 271
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See Book 956 Page 1000

on any lot in the subdivision, and no waste or effluent shall be permitted to enter any of the streams. Further all sanitary arrangements must be inspected and approved by local or State Health Officers.

6.

Each lot owner agrees to have the location of any well or septic tank first approved by the Gilmer County Health Department or any successor body of appropriate jurisdiction, prior to the construction of such facilities.

7.

The erection of any permanent or temporary dwelling or appurtenant building thereto shall be placed at least thirty-five feet (35) from the front and rear lines of the property, and at least ten (10) feet from the sidelines of the property, and at least ten (10) feet from the sidelines of any abutting property owner; provided, however, if a building set back line is shown on a recorded plat, the line so shown on the plat shall prevail over this declaration. The POA Board of Directors is hereby empowered to grant variances from the set back provisions herein upon written application by the owner of the lot for which the variance is sought.

8.

No animals or fowl shall be maintained or kept on any lot or parcel of land except household pets, which pets must be confined to the owners lot or parcel of land unless such pet is on leash or under the direct supervision of said owner or his agent while in the subdivision area.

9.

Declarant for itself, its successors and assigns, reserves easements for the installation and maintenance of all utilities and drains along a strip of land ten (10) feet in width contiguous to all lot lines and subdivision boundaries, and as may be shown on plats of the property herein. Declarant, for itself,

its successors and assigns reserves the right of ingress and egress to such areas for the purpose of maintaining, installing and operating any of the above-mentioned installations.

10.

No noxious or offensive activity shall be carried on, on any lot or parcel of land, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

11.

No lot or parcel of land shall be used or maintained as a dumping ground for rubbish or trash, garbage or other waste, including, but not limited to, junk vehicles of any sort and household waste; and said lots and parcels of land shall be kept clear and in a sanitary condition.

12.

No advertising activity of any kind shall be allowed on any lot or parcel of land. Signs for the advertising of lots by the lot owner shall be approved by the POA, which approval shall not be unreasonably withheld.

13.

There is established a private security force for the safety and protection of lot owners and their property. The security force shall be maintained by the POA and shall have such powers as the POA shall see fit to confer. Notwithstanding anything herein to the contrary, the security force shall monitor entry into the subdivision and restrict such entry to lot owners, their guests and other authorized personnel. The security force shall also have the authority to restrict temporarily the entry of any person who it reasonably determines will present an immediate threat to persons or property within the subdivision.

14.

Lot owners in the subdivision, by acceptance of a deed or by entering into a contract for the purchase of a lot in the subdivision shall become members of the Eagle's Mountain Resort Property Owners' Association ("POA"), a non-profit Georgia corporation, and covenant and agree to pay to the POA annual membership dues and such special assessments as may hereafter be charged by the POA in accordance with its charter and by-laws.

The annual membership dues shall be used by the POA for the purpose of maintaining roads and amenities within the subdivision, and for such other purposes which may from time to time be authorized by the Board of Directors of the POA.

All such assessments, together with charges, interest, costs and reasonable attorney's fees, in the maximum amount permitted by law, shall be a lien upon the lot against which each assessment is made. Such amounts shall also be the personal obligation of the person who was the owner of the lot at the time when the assessment fell due. Each owner shall be liable for his or her portion of each assessment coming due while he or she is the owner of a lot and his or her grantee shall be jointly and severally liable for such portions thereof as may be due and payable at the time of conveyance.

Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge of 10% of the amount due. Said amount together with the late charge shall accrue interest at the maximum allowable rate. If the assessment is not paid within thirty (30) days, a lien as herein provided for shall attach, and said lien shall include the late charge, interest, all costs of collection and reasonable

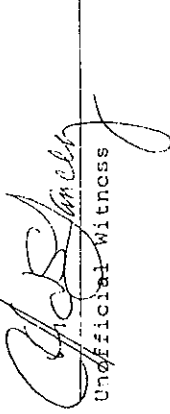
attorney's fees. In the event the assessment remains unpaid after sixty (60) days, the POA may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by his or her acceptance of a deed to a lot, vests in the POA or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property.

15.

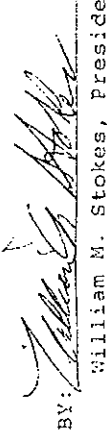
An invalidation of one or more of these covenants or restrictions shall in no way effect any of the remaining provisions herein, which shall thereafter remain in full force and effect.

Signed, sealed and delivered
in the presence of:

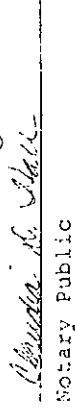
EAGLE'S MOUNTAIN RESORT, INC.



Notary Public

BY: 

William M. Stokes, President



Notary Public

Notary Public, Georgia, State at Large
My Commission Expires Feb. 19, 1988

FIRST SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

EAGLE'S MOUNTAIN RESORT, INC.

This First Supplemental Declaration is made by Eagle's Mountain Resort, Inc., a Georgia corporation hereinafter referred to as "Declarant", as supplement to the Declaration of Covenants, Conditions and Restrictions for Eagle's Mountain Resort, Inc., the "Declaration"; recorded in Deed Book 138, page 448, Gilmer County Records.

By this Supplemental Declaration, Declarant intends to amend the Declaration as set forth below. The provisions herein shall run with the land and inure to the benefit of and be binding upon each interest conveyed subject to the Declaration as supplemented. Except where expressly amended as set forth herein, the terms and provisions of the Declaration shall remain unchanged.

1.

Section Two of the Declaration shall be amended by deleting the word "Developer" from Line Three therein and substituting therefor the phrase, "Eagle's Mountain Resort Property Owner's Association.

2.

There is established a Section Sixteen which shall read as follows: Eagle's Mountain Resort, Inc., the "Developer", shall transfer and relinquish control of the POA upon the sale of fifty (50%) percent of the anticipated total of lots to be sold or two hundred (200) lots whichever shall occur first. After the date of said transfer and relinquishment, Developer shall refrain from exercising any vote to which it is entitled by virtue of lots held as inventory or acquired through judicial sale. Developer does not hereby relinquish any right to solicit proxies and to vote such proxies at the POA Annual Meeting.

See Book 329, Page 230

See Book 330, Page 39

143/721

This Supplemental Declaration is made by Declarant pursuant to a Resolution duly and unanimously adopted by its Board of Directors.

Declarant does set its hand and seal this 1st day of August, 1984.

EAGLE'S MOUNTAIN RESORT, INC.

By: William M. Stokes
William M. Stokes, President

J. Earl Stokes
Witness

Claudia D. Stahl
Notary Public

Notary Public, Georgia, State at Large
My Commission Expires Feb. 19, 1988

SECOND SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR
EAGLE'S MOUNTAIN RESORT, INC.

This Second Supplemental Declaration is made by Eagle's Mountain Resort, Inc., a Georgia corporation hereinafter referred to as "Declarant", as a supplement to the Declaration of Covenants, Conditions and Restrictions for Eagle's Mountain Resort, Inc., the "Declaration", recorded in Deed Book 138, page 448, Gilmer County Records.

By this Supplemental Declaration, Declarant intends to amend the Declaration as set forth below. The provisions herein shall run with the land and inure to the benefit of and be binding upon each interest conveyed subject to the Declaration as supplemented. Except where expressly amended as set forth herein, the terms and provisions of the Declaration shall remain unchanged.

1.

The preamble to the Declaration shall be amended by adding to the description of the real property therein the land lots and districts as follows: 39, 69, 70, 75, 76, 77, 101, 102, 103, 104, 105, 106, 107, 109, 110, 111, 112, 113, 114, 116, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150 and 151, 11th District, 2nd Section; and Land Lots 361, 280, 281, 296, 297, 316 and 317, 25th District, 2nd Section, Gilmer County, Georgia.

~~See Book 329~~ 329 ~~Page 230~~ Page 230
See Book 330, Page 39

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This Supplemental Declaration is made by Declarant pursuant to a Resolution duly and unanimously adopted by its Board of Directors.

Declarant does set its hand and seal this 18th day of December, 1965.

EAGLE'S MOUNTAIN RESORT, INC.

BY: [Signature]
WILLIAM M. STOKES, PRESIDENT

ATTEST: [Signature]
Susan G. Moory, Secretary

[Signature]
Witness

[Signature]
Notary Public
My Comm. Expires:

13871

Filed for record 18 day of Dec, 19 65 at 3 o'clock P
Recorded 20 day of Dec, 19 65 William Ralston, C.S.C.

See Book 956 Page 274 See Book 956 Page 305
See Book 956 Page 275 See Book 956 Page 306
See Book 956 Page 276 See Book 956 Page 307
See Book 956 Page 277 See Book 956 Page 308

Only one recreational vehicle shall be permitted upon a lot at any one time, unless otherwise stated by the campground rules and regulations.

No vehicles originally manufactured as school buses shall be permitted upon a lot.

See Book 956 Page 278 See Book 956 Page 309
18.

See Book 956 Page 279 See Book 956 Page 310

Use of the campsite lots shall be subject to the reasonable rules and regulations of the POA.

See Book 956 Page 280 See Book 956 Page 311
19.

See Book 956 Page 281 See Book 956 Page 312

Except where inconsistent with Articles 16, 17, 18 and 19 herein, all campsite lots platted in accordance with Article 16, above, shall be fully subject to each and every other provision of the Declaration.

Declarant does set its hand and deal this 20th day of February, 1986.

See Book 956 Page 282 See Book 956 Page 313

See Book 956 Page 283 See Book 956 Page 314

See Book 956 Page 284 See Book 956 Page 315

See Book 956 Page 285 See Book 956 Page 316

See Book 956 Page 286 See Book 956 Page 317

See Book 956 Page 287 See Book 956 Page 318

Witness
Deanna M. Price

Charles D. Hall
Notary Public

Notary Public, Georgia, State at Large
My Commission Expires Feb. 19, 1988

See Book 956 Page 288 See Book 956 Page 319

See Book 956 Page 289 See Book 956 Page 320

See Book 956 Page 290 See Book 956 Page 321

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See Book 956 Page 295

See Book 956 Page 296

See Book 956 Page 297

Filed for record 21 day of Feb, 1986 at 4:10 o'clock P.M.

Recorded 218 day of Feb, 1986 Willard Raiston, C.S.C.

Book 172 Page 474

See Book 956 Page 298

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FOURTH SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR
EAGLE'S MOUNTAIN RESORT, INC.

This Fourth Supplemental Declaration is made by Eagle's Mountain Resort, Inc., a Georgia corporation, hereinafter referred to as "Declarant", as a supplement to the "Declaration", recorded in Deed Book 138, page 448, Gilmer County Records.

By this Supplemental Declaration, Declarant intends to amend the Declaration as set forth below. The provisions herein shall run with the land and inure to the benefit of and be binding upon each interest conveyed subject to the Declaration as supplemented. Except where expressly as set forth herein, the terms and provisions of the Declaration shall remain unchanged.

This Supplemental Declaration shall be applicable solely to the real property described in Exhibit "A", attached hereto and made a part hereof, and shall not affect any other real property owned by Declarant not described in said Exhibit "A".

The Declaration shall be amended by adding the following articles, which shall read as follows:

20.

The real property described on Exhibit "A" shall be developed by Declarant as a campground for the exclusive use of purchasers of timeshare intervals in the Chief Whitepath Villas timeshare project.

~~See Book 329~~ Page 230
See Book 330, Page 39

179/112

21.

The campground shall be held by the timeshare interval purchasers in the form of undivided interests, which shall entitle said purchaser, members of his household and accompanied guests to year-round use of the campground, together with the right to exclusive possession of one available campsite, subject to use by other campground owners and to campground rules and regulations which may limit unattended possession.

22.

Each undivided interest in the campground shall constitute a lot as that term is used in paragraph 1 of the Declaration and thereafter. Each owner of an undivided interest shall automatically become a member of the PCA as set forth in paragraph 14 of the Declaration, and shall pay the annual assessment as established by the POA.

23.

No permanent or temporary structure of any kind shall be permitted in the campground, with the exception of comfort stations or similar out-buildings established for the use of campground owners. Motor vehicles permitted in the campground shall be limited to motorcycles, automobiles and recreational vehicles of a size no greater than 8' X 42'. Only one recreational vehicle shall be permitted at a campsite at any one time, unless otherwise permitted by the campground rules and regulations. No vehicles originally manufactured as school buses shall be permitted in the campground.

24.

Use of the campground shall be subject to the reasonable rules and regulations of the campground.

-2-

175/113

Recording Information
Please Cross Reference
Deed Book 138, page 448
Deed Book 172, page 474

Return To:
Consawattee River Resort Association, Inc.
634 Beaver Lake Drive, Unit 5160
Ellijay, GA 30540

GEORGIA, Gilmer County
Clerk of Superior Court
Filed for Record 5-21-03
At 8:30 A.M. Recorded 5-29-03
Book 956 Page 154
Blenda Lee Johnson
Clerk of Superior Court

**SUPPLEMENT NUMBER FIVE TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR EAGLE'S MOUNTAIN RESORT, INC.**

This supplement is for the purpose of amending paragraph 17 of the Third Supplemental Declaration of Covenants, Conditions and Restrictions for Eagle's Mountain Resort, Inc. recorded at Deed Book 172, page 474 of the public records of Gilmer County.

Paragraph 17 shall be amended by deleting the paragraph in its entirety and substituting therefore the following:

Paragraph 17:

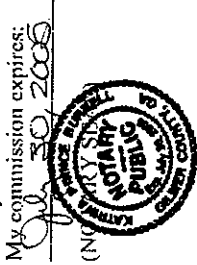
All lots designated as campsites pursuant to Article 16, will be subject to the campground rules and regulations, published by the Board of Directors of the Consawattee River Resort Association, Inc. (Property Owners Association).

This _____ day of _____, 2002.

Cheryl E. Ballou
Witness

Sworn to and Subscribed
before me this 21st day of
August, 2002.

Kristina Pineburnell
Notary Public
My commission expires:
July 30, 2008



See attached
Owner(s) of Lot C-Exhibit 'A' - 153628
Ballou
Printed Name: Karl P. Ballou
Flint T. M. 117
Printed Name: _____

700055

Name of Line ELLENWAY
Account No. 610011-000756

EASEMENT

STATE OF GEORGIA,
SALWATER COUNTY.

Received of GEORGIA POWER COMPANY, hereinafter called the Company, the sum of One Hundred Ninety Dollars (\$ 122), in consideration of which

the undersigned, Charles C. Glander, (Name) whose Post Office Address is

and assigns, the right, privilege and easement to go in, upon, along and across that tract of land owned by the undersigned in Land Lot 116 of the 2nd District, 2nd Section

of Glander County, State of Georgia, said lands being bounded as follows:

on the North by lands of Cassawate River
on the South by lands of Blair Lake
on the East by lands of Highway 282
and on the West by lands of

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

Said Company shall not be liable for, or bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said THEODORE E. DARLINGTON ha. 5
hereunto set his hand and seal, this 6th day of April, 1986
EAGLE'S MOUNTAIN RESORT, INC.

BY: Theodore E Darlington Pres (SEAL)
(SEAL)
(SEAL)

Signed, sealed and delivered in the presence of:
Jack M. Mackey Witness
Charles P. Todd Witness
My Commission Expires March 6, 1989 Notary Public

(This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.)

Filed for record 3 day of June, 1987 at 3 o'clock P
Recorded 4 day of June, 1987 Willard Ralston, C.S.C.
Book 204 Page 2

2012

700055

Name of Lined ELLKAY
Account No. 610011-000756

EASEMENT

STATE OF GEORGIA,
SALWELL COUNTY.

Received of GEORGIA POWER COMPANY, hereinafter called the Company, the sum of One Thousand Nine Hundred Dollars (\$ 1,900), in consideration of which the undersigned, Charles C. Gilmer, Jr. (Name), whose Post Office Address is Ellkay, Ga., do ES hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to go in, upon, along and across that tract of land owned by the undersigned in Land Lot 116 of the 11TH District, 2ND Section of Chickamauga County, State of Georgia, said lands being bounded as follows:

on the North by lands of Cassawatte River
on the South by lands of Blackwater Lake
on the East by lands of Highway 282
and on the West by lands of _____

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

Said Company shall not be liable for, or bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said THEODORE E. DARLINGTON, JR. ha. E
hereunto set His hand and seal, this 6TH day of April, 1984.
EAGLE'S MOUNTAIN RESORT, INC.

BY: Theodore E. Darlington, Jr. (SEAL)

(SEAL)

(SEAL)

Signed, sealed and delivered in the presence of:
John M. [Signature] Witness
Charles C. Gilmer, Jr. Witness
My Commission Expires March 6, 1989 Notary Public

(This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.)

Filed for record 3 day of June 1987 at 3 o'clock P.M.
Recorded 4 day of June; 1987 Willard Ralston, C.S.C.
Book 204 Page 2

204/2

Name of Line ELUKA
Account No. 61001-200946

EASEMENT

STATE OF GEORGIA,
CHAMBERLAIN COUNTY.

Received of GEORGIA POWER COMPANY, hereinafter called the Company, the sum of One And 1/10 Dollars (\$ 1.10), in consideration of which

the undersigned, THEODORE E. DORRANCE (Name), whose Post Office Address is ELKINS, GA., do hereby grant and convey to said Company, its successors

and assigns, the right, privilege and easement to go in, upon, along and across that tract of land owned by the undersigned in Land Lot 103 of the 11TH District, 2ND Section

of CLAYTON County, State of Georgia, said lands being bounded as follows:
on the North by lands of THE LEGION CO.
on the South by lands of COSAWATEE RIVER
on the East by lands of
and on the West by lands of CARTER'S LAKE

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

Said Company shall not be liable for, or bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said THEODORE E. DORRANCE hereunto set his hand and seal, this 7TH day of JUNE, 19 86

BY: Theodore E. Dorrance, Pres. (SEAL)
EAGLE'S MOUNTAIN RESORT, INC.

Signed sealed and delivered in the presence of:
Kudron [Signature] Witness
Amelia P. Todd Witness

My Commission Expires March 6, 1989 Notary Public

(This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.)

Filed for record, 3 day of June, 19 87 at 3 o'clock P. M
Recorded, 4 day of June, 19 87 Willard Ralston, C.S.C.
Book 204 Page 3

204/3

Name of Line ELUKA
Account No. 61001-20974

EASEMENT

STATE OF GEORGIA,
CLAY COUNTY.

Received of GEORGIA POWER COMPANY, hereinafter called the Company, the sum of.....

Dollar Dollars (\$ 1.00), in consideration of which

the undersigned, THOMAS E. DORRIS, whose Post Office Address is

CLAY, GA., do hereby grant and convey to said Company, its successors

and assigns, the right, privilege and easement to go in, upon, along and across that tract of land owned by the

undersigned in Land Lot Number 103 of the 11TH District, 2ND Section

of CLAY County, State of Georgia, said lands being bounded as follows:

on the North by lands of LEGION R.

on the South by lands of COSAWATTE RIVER

on the East by lands of.....

and on the West by lands of CARTER'S LAKE

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

Said Company shall not be liable for, or bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said THOMAS E. DORRIS has hereunto set his hand and seal, this 7TH day of JUNE, 1986

EAGLE'S MOUNTAIN RESORT, INC.
BY: Thomas E. Dorris, Pres. (SEAL)

Signed/ sealed and delivered in the presence of: _____ (SEAL)
_____ (SEAL)

Thomas E. Dorris Witness
Thomas E. Dorris

My Commission Expires March 6, 1989 Notary Public

(This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.)

Filed for record 3 day of June, 1987 at 3 o'clock P.M
Recorded 4 day of June, 1987 Willard Ralston, C.S.C.
Book 204 Page 3

20413

Name of Line Carton
Account No. 610011-001796

EASEMENT

STATE OF GEORGIA,
GILKREE COUNTY.

Received of GEORGIA POWER COMPANY, hereinafter called the Company, the sum of One Thousand Nine Hundred and 100/100 Dollars (\$ 1,900.00), in consideration of which the undersigned, Theodore E. Sady, Inc. (Name), whose Post Office Address is Ellettsville, GA, do ES hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to go in, upon, along and across that tract of land owned by the undersigned in Land Lot 104 of the 11th District, 2 H2 Section

of Gretna County, State of Georgia, said lands being bounded as follows:
on the North by lands of Hwy 282
on the South by lands of CASWATTEE RIVER
on the East by lands of Hwy 5
and on the West by lands of _____

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

Said Company shall not be liable for, or bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said Sady hand and seal, this 21st day of September, 19 87 hereunto set his hand and seal, this 21st day of September, 19 87
EAGLE'S MOUNTAIN RESORT, INC.

BY: Theodore E. Sady, Inc. (SEAL)

Signed, sealed and delivered in the presence of:
Richard W. ... Witness
Charles P. ... Witness

My Commission Expires March 6, 1988 Notary Public

(This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.)

Filed for record 3 day of June 19 87 at 3 o'clock P.M.
Recorded 4 day of June, 19 87 William Raiston, C.S.C.
Book 204 Page 13

204/13

Name of Line Castle Creek
Account No. Cal 0011-001796

EASEMENT

STATE OF GEORGIA,
CLATSOP COUNTY.

Received of GEORGIA POWER COMPANY, hereinafter called the Company, the sum of One AND 1/100 Dollars (\$ 1.00), in consideration of which the undersigned, THEODORE E. DALRYMPLE, whose Post Office Address is ELCANTON, CA, do ES hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to go in, upon, along and across that tract of land owned by the undersigned in Land Lot 104 of the 11th District, 2nd Section

of Clatsop County, State of Georgia, said lands being bounded as follows:
on the North by lands of Hwy 287
on the South by lands of CASPARATEE RIVER
on the East by lands of Hwy 5
and on the West by lands of

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

Said Company shall not be liable for, or bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said Ray ha. J
hereunto set his hand and seal, this 24th day of September, 19 87
EAGLE'S MOUNTAIN RESORT, INC.

BY: Theodore E. Dalrymple (SEAL)

Signed, sealed and delivered in the presence of:
Richard M. ... Witness
Charles P. ... Witness

My Commission Expires March 6, 1989 Notary Public

(This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.)

Filed for record 3 day of June 19 87 at 3 o'clock P M
Recorded 4 day of June 19 87 Whiard Raiston, C.S.C.
Book 204 Page 13

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