

(972)

REVISED

DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS on August 4, 1971, GEORGIA SOUTHERN LAND AND
TIMBER, INC. (hereafter "Developer") executed a certain "Declara-
tion of Covenants and Restrictions" (hereafter "Old Declaration")
covering certain property located in Patrick County, Virginia,
and said Old Declaration was duly recorded on August 17, 1971 in
the office of the Clerk of Court of Patrick County, Virginia in
Record Book 165, Page 586; and

WHEREAS Article IV of the Old Declaration contains
provisions for the amendment thereof, and provides that the same
may be amended by the Developer with the agreement of the majority
of the purchasers of record of lots subject to the Old Declaration;
and

WHEREAS pursuant to a special meeting of the Developer
and the said purchasers of record, who have organized the Busted
Rock Wilderness Area Association ("the Association"), which is
recognized by the Developer as representing a majority of the
purchasers of record, which meeting was duly called in accordance

hereafter set forth, the Developer and majority of said purchasers of record (the purchasers of record hereafter being referred to as "Owners"), have agreed to amend the Old Declaration as hereafter provided; and

WHEREAS the undersigned are the Developer and _____ percent of the owners.

NOW, THEREFORE, for and in consideration of the foregoing recitals and to better carry out the purposes of the Old Declaration, the Old Declaration is amended as follows:

ARTICLE I - ENACTMENT

1. The Old Declaration is hereby struck in its entirety and in its stead is inserted the following revised Declaration of Covenants and Restrictions (hereafter "Revised Declaration") which is intended to revise, modify, amend, supplant and replace in its entirety the Old Declaration.

2. The property covered by the Old Declaration consisting of 9,402 acres and known as the "Busted Rock Wilderness Area," is hereby relieved from, removed from, freed of and made not subject to the covenants and restrictions of the Old Declaration or of this Revised Declaration; and in its stead, the

property shown on Exhibit "A" or the revised Declaration, hereto and made a part hereof (hereafter "the Property") shall be held, developed, transferred, sold, conveyed, occupied, maintained and used subject to this Revised Declaration and the covenants, restrictions, easements, charges and liens hereafter set forth in this Revised Declaration, which shall be applicable within their terms to the Developer and the lot owners and their respective successors in title. See ARTICLE V - PHASE II below for additional land that may become subject to the terms hereof.

ARTICLE II - COMMON LANDS

1. The property described on Exhibit "A" consists of a tract of land designated as "Phase I" and an additional three tracts comprising approximately 389 acres of common lands, the latter being hereinafter referred to as "Common Lands."

2. The Common Lands are hereby reserved by the Developer for the exclusive use by the owners of all lots located in Phase I of the Property, who shall have the right to use all of the Common Lands for recreational purposes.

3. The Common Lands hereby reserved (or hereafter reserved by the Developer under Article V below) for recreational purposes shall continue to be Common Lands for a period of 50 years from the date of execution of this Revised Declaration. If

the Common Lands are increased, as hereafter provided in Article V below, such additional Common Lands shall also be so reserved for 50 years from the date of execution of this Revised Declaration.

4. For the purpose of maintaining Phase I and the Common Lands relating thereto and enforcing any rules and regulations as to their use, a caretaker shall be engaged by the Developer, subject to the approval of the Owners (through the Association, if it is then operating). The cost of the caretaker and maintenance expenses shall be prorated among the Developer and the other Owners entitled to use the Common Lands in accordance with the respective acreage owned from time to time by the Developer and the Owners within Phase I. If Phase II becomes a part of the Property, as provided in Article V below, the maintenance and caretaker costs for Phase I and Phase II combined shall be prorated among the Developer and the lot owners of Phase I and Phase II in accordance with the respective acreage owned by them in Phase I and Phase II. Prior to Phase II becoming a part of the Property, as provided in Article V below, the lot owners of Phase I shall have no responsibility for maintenance and caretaker expenses with respect to Phase II.

5. The Developer shall pay all real estate taxes and assessments on the Common Lands as determined each year from the appropriate tax records, but shall be reimbursed by each of the owners of lots entitled to use the Common Lands for his or her share thereof, prorated on the same basis as the caretaker costs are prorated, as provided in paragraph 4 above.

6. The amount of each owner's portion of caretaker costs and taxes shall be an obligation running with the land and shall constitute a legal and enforceable lien upon each lot subject to said charges. If any owner fails to pay the amount of his or her pro rata share when the same is due from time to time, after request and notice, the Developer may, at its option, terminate any rights which such owner may have for the use of the Common Lands until the default is cured.

7. The term "recreation" shall include the right to fish, ride horseback, picnic, hike and such other uses of the Common Lands in their natural state as are reasonable and compatible with maintaining them in that state for the use and benefit of all entitled to such use.

8. The use of any motorized vehicle is prohibited on Common Lands, except where approved and designated by the owners

through the Association.

9. The use of the Common Lands shall be restricted to Owners, their immediate families and household guests. Unless enlarged to include owners of lots within Phase II in accordance with Article V below, the term "Owners" shall refer only to owners of lots within Phase I.

10. The Developer agrees that the Common Lands shall remain in their natural state and will not be developed or commercially exploited.

ARTICLE III - ROADS AND UTILITIES

1. The main road, other roads on which the lots of Owners are located (shown on the plat attached hereto as Exhibit "B") and the road to the Common Lands shall be maintained by the Developer in an all weather condition without cost to the Owners. The Developer shall have no other obligation to build or maintain roads or trails within the Property.

2. To the extent that the roads are not owned by any governmental authority, they shall be owned by the Developer. The main road is located within a 60 foot road right-of-way, designated on Exhibit "B", which right-of-way is specifically

reserved by the Developer. The Developer may convey the same to the appropriate state or county governmental authority at such time as the Developer elects, provided such authority agrees to be responsible for the maintenance of the road, except that any road within Phase I or Phase II may be so conveyed only if the Developer obtains the written consent of a majority of the lot owners in Phase I or Phase II, as the case may be.

3. The Developer reserves all necessary utility easements, including easements for construction and maintenance of power and telephone lines, whether aerial or buried, within the Property.

ARTICLE IV - RESTRICTIONS

1. All persons using Common Lands shall be responsible for all damage resulting from the intentional acts of themselves or others using Common Lands with their permission.

2. No pesticides, fungicides or herbicides shall be used unless the same shall first be approved by the Owners through the Association.

3. No part of the Property shall be developed or permitted to be developed in any manner which will detract from the ecology of the area, and in no case shall an owner subdivide

his lot. The Developer shall not further subdivide any portion of Phase I or Phase II of the property.

4. No business establishment of any kind shall be permitted within the Property other than the Developer's offices.

5. No house trailers or mobile homes of any kind shall be permitted. Camping vehicles, including trailers, will be permitted on a temporary basis.

6. No animals with the exception of pleasure horses and household pets shall be permitted.

7. No house of less than 800 square feet shall be permitted, material and design to be approved by the Developer jointly with the Association.

8. All out buildings to be constructed shall be in keeping with the residences, and shall be constructed in such a manner that they shall not detract from the natural state of the area.

9. All out buildings, construction and permanent improvements shall be approved by the Owners through the Association, if it is operating, or otherwise by the Developer.

ARTICLE V - PHASE II

1. There is attached hereto as Exhibit "C" a plat

showing an additional tract of land adjoining Phase I, which is designated on said Exhibit as "Phase II". If at any time during the term of this Declaration the property comprising Phase II or any portion thereof is developed and one or more residential lots are sold by the Developer or its successor in title, then Phase II shall automatically become a part of the Property and shall be subject to the terms and conditions of this Declaration. In that event the Developer, or its successor in title, shall have the obligation to designate and set aside additional Common Lands for Phase II in an amount equal to one acre for every acre of Phase II sold to a lot owner, but in no event more than 200 acres. Such additional Common Lands shall be reserved for the exclusive use for recreational purposes of the owners of lots in both Phase I and Phase II, and likewise, the Common Lands reserved for Phase I may be used by owners of lots in Phase II.

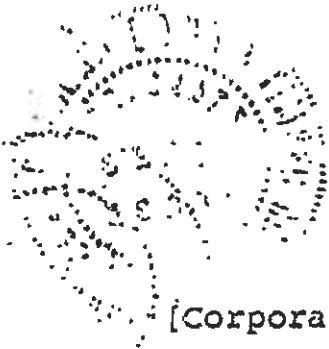
ARTICLE VI - AMENDMENTS

1. The restrictions, covenants and agreements contained in this Revised Declaration may be amended, deleted or added to, in any way, if agreed upon by the Developer and the majority of the other owners of record of lots within the Property.

In order for any owner other than the Developer to initiate such action he shall first give the Developer at its home office 30 days notice of his intent, stating the changes desired to be made, and the time and place of a meeting at which such change shall be considered, which meeting shall be held in Patrick County, Virginia, and he shall also give notice thereof, as aforesaid, to the other owners of record at their last known addresses. The Developer may require such action by giving the same notice to each of the other owners of record.

IN WITNESS WHEREOF, GEORGIA SOUTHERN LAND AND TIMBER, INC.; as Developer, has caused these presents to be executed by its duly authorized corporate officers, with its corporate seal

affixed, and the undersigned owners have affixed their hands and seals, all this 16 day of April, 1977.



[Corporate Seal]

GEORGIA SOUTHERN LAND AND TIMBER, INC.

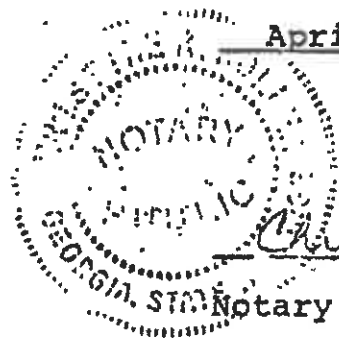
BY: T. W. Bryant

Attest: John. [Signature]

OWNERS:

<u>Harmon G. [Signature]</u> (SEAL)	<u>Robert M. [Signature]</u> (SEAL)
<u>D. C. [Signature]</u> (SEAL)	<u>Anna J. [Signature]</u> (SEAL)
<u>Nancy B. Stiefel</u> (SEAL)	<u>Donald J. [Signature]</u> (SEAL)
<u>Anna H. [Signature]</u> (SEAL)	<u>Blanche S. [Signature]</u> (SEAL)
<u>Theresa T. [Signature]</u> (SEAL)	<u>Henry [Signature]</u> (SEAL)
<u>James H. [Signature]</u> (SEAL)	<u>Madelene [Signature]</u> (SEAL)
<u>William R. [Signature]</u> (SEAL)	<u>Gertrude B. [Signature]</u> (SEAL)
<u>Robert [Signature]</u> (SEAL)	<u>Donald R. [Signature]</u> (SEAL)
<u>James C. [Signature]</u> (SEAL)	<u>Patricia [Signature]</u> (SEAL)

Witness my hand and official seal this the 16th day of
April, 1977.



Christine R. Rolles

Notary Public, Toombs County, Georgia

My Commission Expires: My Commission Expires Sept. 8, 1980.

VIRGINIA--Patrick County, To-wit:

In the Clerk's Office of Patrick Circuit Court, the 26th day of August, 1977, this Revised Declaration of Covenants and Restrictions was presented and with the certificate annexed, admitted to record at 1:45 o'clock P. M.

TESTE:

David H. Hanley

, Clerk