

DECLARATION OF RESTRICTIVE COVENANTS  
FOR SCREAMER MOUNTAIN

THIS DECLARATION made this 24th day of January, 1972, by SCREAMER MOUNTAIN DEVELOPMENT, INC., a Georgia corporation, hereinafter called "Declarant."

WITNESSETH:

WHEREAS, a mountain resort community known as SCREAMER MOUNTAIN is being developed on real property now owned by Declarant in Rabun County, Georgia, which mountain resort community will have subdivided lots, including those lots described in Article II of this Declaration, as well as certain common facilities, such as picnic areas, greenbelts, tennis courts, walkways and roads, and a clubhouse complex.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said mountain resort community; and, to this end, desires to subject the real property described in Article II of this Declaration to the protective covenants, restrictions, easements, including common driveway easements, assessments hereinafter set forth each of which is and are for the benefit of said property and each property owner thereof, and to make provision for subjecting other real property which may be developed as a part of said resort community to this Declaration or to other declarations and containing protective covenants, restrictions, easements and assessments.

NOW, THEREFORE, Declarant hereby declares that the real property described in Section 1 of Article II of this Declaration is hereby subjected to this Declaration and is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to such protective covenants, restrictions, easements and assessments (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth; and Declarant further hereby declares that such other real property as may later be subjected to this Declaration pursuant to the provisions of Article VIII hereof, shall, from and after the filing of record of a supplementary declaration as described in said Article VIII, be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not he shall otherwise consent in writing, such person shall take subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to said terms and condition.

ARTICLE I

DEFINITIONS

Section 1. Definitions. The following words, when used in this Declaration or any supplemental declaration (unless the context shall prohibit), shall have the following meanings:

(a) "SCREAMER MOUNTAIN" shall mean and refer to that certain resort community known as SCREAMER MOUNTAIN which is being developed on real property now owned by Declarant in Rabun County, Georgia, together with such additions thereto as may from time to time be designated by Declarant.

(b) "Common Properties" shall mean and refer to those

437

For Quit Claim Deed see DEED BK Y-24 PG 67A-672

recreational and other common facilities in SCREAMER MOUNTAIN, such as a clubhouse, picnic areas, tennis courts, greenbelts, walkways and open spaces, which are designated from time to time by Declarant.

(c) "SCREAMER MOUNTAIN Property Owners Association" shall mean an association of the property owners in the development to be initially organized by Declarant, which shall, at a time to be determined by Declarant, collect the assessments provided for herein and oversee the maintenance of the roads and common properties, to provide for a security patrol and other desirable functions.

(d) "Lot" shall mean and refer to any numbered plot of land comprising a single dwelling site designated on any plat of survey recorded in the Office of the Clerk of the Superior Court of Rabun County, Georgia (or any adjoining county) now or hereafter made subject to this Declaration.

(e) "Property Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any lot, excluding, however, Declarant and those persons who shall have such interest merely as security for the performance of an obligation.

(f) "Person" shall mean and refer to a natural person, as well as a corporation, partnership, association, trust, or other legal entity.

(g) "Family Unit" shall mean a natural person, his or her spouse, and the members of the household of such natural person.

(h) "Mortgagee" shall include the holder of any deed to secure debt, deed of trust, security agreement, chattel mortgage, bill of sale to secure debt or similar instrument to secure an indebtedness.

(i) "Mortgage" shall include any of the instruments mentioned in Section (h) above.

(j) "Declarant" shall mean and refer to SCREAMER MOUNTAIN, INC., a Georgia corporation, its successors and assigns.

(k) The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Hereby Subjected to this Declaration. The lots which are, by the recording of this Declaration, subjected to the covenants, restrictions, easements, assessments and liens hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration are as follows:

#### UNIT I

Lots situated in Land Lot 6, District 2, Rabun County, Georgia, as depicted on plats of survey for SCREAMER MOUNTAIN DEVELOPMENT, INC. by James A. Long, Registered Land Surveyor, and being:

(a) Plat dated December 31, 1971, revised January 10, 1972, as recorded in Plat Book 8, page 255, Rabun County records, and

depicting lots numbered 25, 26, 27, 28, 110, 111, 112, 113, 118, 131, 132, 133, 134, 135, 136, 136-A, 139, 140, 137, 138 and 141;

(b) Plat dated December 22, 1971, revised December 30, 1971 as recorded in Plat Book 8, page 253, Rabun County records, and depicting lots numbered 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152 and 153;

(c) Plat dated January 10, 1972, as recorded in Plat Book 8, page 197, Rabun County records, and depicting lots numbered 31, 32, 56, 57, 58, 91, 92, 93, 94, 95, 96, 98, 99, 100, 101, 102, 104, 105, 106, 107, 108 and 109;

(d) Plat dated January 10, 1972, as recorded in Plat Book 9, page 273, Rabun County records, and depicting lots numbered 40, 41, 42 and 43;

#### UNIT II

Lots situated in Land Lots 5 and 6, District 2, Rabun County, Georgia, as depicted on plats of survey for Screamer Mountain Development, Inc. by James A. Long, Registered Land Surveyor, and being:

(a) Plat dated January 10, 1972, as recorded in Plat Book 9, page 274, and being lots numbered 171 and 172.

Section 2. Other Property. Only the lots described in Section 1 of this Article II are hereby made subject to this Declaration; provided, however, Declarant reserve the right to subject other real property in SCREAMER MOUNTAIN to the covenants and restrictions as provided in Article VIII hereof.

#### ARTICLE III

##### COMMON PROPERTIES

Section 1. Ownership and Control. The ownership of all the Common Properties, including the facilities thereon, shall be exclusively in the Declarant and no other person shall, by the recording of this Declaration, by the recording of the aforementioned plats of survey, or by any permissive use, have any proprietary right, title or interest in and to the Common Properties. Except as herein expressly provided to the contrary, Declarant shall have complete and sole control and authority to manage, operate, lease or sell, the Common Properties in such manner as it sees fit, including, but not limited to, the right to formulate rules and regulations regarding the use thereof, and the right to determine the persons entitled to use the same.

Section 2. Use and Enjoyment. The Common Properties shall be maintained and operated by Declarant. The use and enjoyment of the Common Properties shall be solely for the members of a family unit. Declarant will maintain the roads and Common Properties and provide for a security guard, which services will be funded by assessments as provided in Section 3 of this Article. Upon completion of the roads and Common Properties, at a time determined by Declarant, the function of maintaining the roads and Common Properties and providing for the security guard will be assigned to the SCREAMER MOUNTAIN Property Owners Association, its successors and assigns, together with all rights to collect the assessments for such purposes as provided for in Section 3 of this Article.

Section 3. Assessments. Beginning on January 1, 1973, the amount of assessment payable to Declarant shall be Fifty Dollars (\$50.00) per annum for each lot to which these Covenants are applicable. Beginning with the calendar year 1974 and continuing each calendar year thereafter, the annual assessment shall be the base amount of Fifty Dollars (\$50.00) increased (rounded to the nearest dollar) in the same amount as the percentage increase in the cost of living for the period between June, 1973 and the

month of June which immediately precedes the due date of the assessment for each such year as measured by the Atlanta, Georgia, Consumer Price Index for Urban Wage Earners and Clerical Workers Atlanta Index, Series A-27, published by the Bureau of Labor Statistics, U. S. Department of Labor. Should the reference base used in such base index be revised after June, 1973, then the foregoing escalation formula shall be computed on the basis of the revised index furnished by the Bureau of Labor Statistics for June, 1973. Should the publication of each Consumer Price Index be discontinued, then the foregoing escalation formula shall be computed on the basis of a comparable successor index, published by the U. S. Government, unless otherwise increased by amendment to this declaration in the manner specified in Article IX, Section 2 hereof. The annual assessment on any lot now or hereafter subjected to this declaration shall not be increased above the amount herein specified.

#### ARTICLE V

##### ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The following architectural, maintenance and use restrictions shall apply to each and every lot now or hereafter subjected to this Declaration:

Section 1. Review by Declarant. No house, garage, carport, playhouse, outbuilding, fence, wall or other above-ground structure shall be commenced, erected or maintained, nor shall any exterior addition to, change in or alteration of any of said structures be made, until complete final plans and specifications showing the nature, size, kind, shape, height, materials, basic exterior finishes and colors, location site plan and floor plans thereof, and showing the front, side and rear elevations thereof and the name of the builder, have been submitted to and approved in writing by Declarant as to harmony of exterior design and general quality with the existing standards of the neighborhood and as to location in relation to surrounding structures and topography. Declarant shall act with all reasonable promptness upon receipt of such information to approve or disapprove the same.

Section 2. Approval of Builders. Any builder must, before beginning construction, be approved by Declarant as to financial stability, building experience and ability to build houses or other structures of the class and type of those which are to be built on SCREAMER MOUNTAIN.

Section 3. House Requirements. Except with the express written permission of Declarant first had and obtained, the enclosed, heated living area (exclusive of garages, carports, porches, terraces and bulk storage) of all houses shall not be less than nine hundred (900) square feet for all lots.

Section 4. Building Location. Except with the express written permission of Declarant first had and obtained, no house or portion thereof, garage, carport, playhouse, outbuilding or other structure shall be erected closer than ten (10) feet from the side line of any lot, forty (40) feet from the rear line of any lot, or twenty (20) feet from the front line of any lot. For the purpose of this provision, the front line of a lot shall be deemed to be the lot line (or lines) which is contiguous to a street or road. In the event a lot is subject to an easement for a common driveway, Declarant reserves the right to require additional setback restrictions as to the front line of the Lot.

Section 5. Construction. No construction of any house shall be commenced without first giving to Declarant, its agents,

successors or assigns, at least thirty (30) days advance written notice thereof. The exterior of any such house must be completed by, and at the expense of, the Property Owner thereof within twelve (12) months from the date on which the construction thereof is commenced. Upon the failure or refusal of any Property Owner to complete said construction within said twelve (12) month period, Declarant may, after fourteen (14) days' notice to such owner, enter upon such lot and complete such exterior construction in accordance with the plans and specifications pertaining thereto. Such Property Owner shall be personally liable to Declarant for the direct and indirect costs of such construction, and the liability for such costs shall be a permanent charge and lien upon such lot enforceable by Declarant by any appropriate proceeding in law or in equity, which lien shall, however, be subordinated to the rights of any mortgagee now or hereafter holding an interest in the Property.

Section 6. Subdividing Lots. No lot shall be subdivided, or its boundary lines changed, except with the express written consent of Declarant first had and obtained. However, written consent by Declarant hereby expressly reserves to itself, its successors and assigns, the right to re-plot any unsold lots shown on any recorded plat prior to delivery of a deed therefor to a Property Owner, to create a modified lot or lots. The covenants and restrictions herein shall apply to each lot so created thereby.

Section 7. General Requirements. (a) Before any house may be occupied, it must be completely finished on the exterior.

(b) Containers for garbage or other refuse shall be underground or in a screened sanitary enclosure which must be compatible in appearance and location to the previously constructed house. Any such screened sanitary enclosure must exceed in height by at least one (1) foot any garbage containers placed or to be placed therein. Incinerators for garbage, trash or other refuse shall not be used.

(c) Outside clotheslines will not be permitted.

(d) No sign shall be erected or maintained on any lot, except one professionally-lettered sign advertising the lot and improvements thereon, if any, for sale or for rent, which sign shall be supplied by Declarant and which shall have adequate space provided for the name and telephone number of any real estate agent or broker as may have been engaged by the Property Owner.

(e) No house trailer, camper, tent or temporary building shall be permitted on any lot; provided however, house trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of houses or as a temporary real estate sales office of Declarant for the sale of lots. No garage, outbuilding or other appurtenant structure shall be used for residential purposes.

(f) No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for the purpose of construction on such lot and shall not be stored on such lot for longer than that length of time reasonably necessary for the construction in which same is to be used.

(g) No exposed aboveground tanks will be permitted for the storage of fuel or water or any other substance, except that such tanks may be placed above-ground provided they are kept in a screened enclosure which must be compatible in appearance and

locale with the previously constructed house. Any such screened enclosure must exceed in height by at least one (1) foot any such tank as may be placed therein.

(h) Except with the express written permission of Declarant first had and obtained, no water well shall be sunk or drilled on any lot. However, Declarant reserves the right to locate wells, pumping stations, and tanks within residential areas on any open space, or on any residential lot designated for such use on any recorded plat. Further, a tap-on fee of Four Hundred Dollars (\$400.00) will be charged by Declarant on a per lot basis before any Property Owners thereof shall be entitled to tap-on to any water supply furnished by Declarant to the residents within SCREAMER MOUNTAIN.

Section 8. Maintenance. (a) All lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Property Owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Upon the failure or refusal of any Property Owner to maintain his lot and the exterior of all improvements located thereon in a neat and attractive condition, Declarant may, after fourteen (14) days' notice to such owner, enter upon such lot and perform such exterior maintenance as Declarant, in the exercise of its sole discretion, may deem necessary or advisable. Such Property Owner shall be personally liable to Declarant for the direct and indirect costs of such maintenance, and the liability for such costs shall be a permanent charge and lien upon such lot enforceable by Declarant by any appropriate proceeding in law or in equity. Although notice given as herein provided shall be sufficient to give Declarant the right to enter upon such lot and perform such maintenance, entry for such purpose shall be only between the hours of 7:00 o'clock A. M. and 6:00 o'clock P. M.

(b) No trees, shrubs, bushes or other vegetation having a diameter of four inches or more shall be cut, destroyed or mutilated except with the express written permission of Declarant first had and obtained; provided, however, that dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly from any lot by the Property Owner thereof after such dead or diseased condition is first brought to the attention of Declarant and permission for such cutting and removal has been obtained.

Section 9. Residential Use. Unless Otherwise designated by Declarant on a recorded plat, each lot shall be used only for single family residential purposes.

Section 10. Hobbies and Activities. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any part of any lot.

Section 11. Animals and Pets. No stable, poultry house or yard, rabbit hutch or other similar structure shall be constructed or allowed to remain on any lot, nor shall livestock of any nature or classification whatsoever be kept or maintained on any lot without the express written permission of Declarant first had and obtained. However, household pets shall be permitted, provided they are not raised for commercial purposes.

Section 12. Prohibited Activities. Noxious or offensive activities shall not be carried on upon any lot. Except for Declarant's sale office, no house or other structure on any residential lot shall be used for office or business purposes. Each Property Owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.

Section 13. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the property, now or hereafter made subject to this Declaration shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

#### ARTICLE VI

##### EASEMENTS

Section 1. General. Each lot now subjected to this Declaration is, and shall be, subject to those easements, if any, shown on set forth on the aforementioned recorded plat. Each lot hereafter subjected to this Declaration shall be subject to those easements, if any, shown or set forth on the recorded plat delineating such lots.

Section 2. Access. Without further assent or permit from Declarant or any other person, the ownership of any lot now or hereafter subjected to this Declaration shall include automatically the right to use of the roads and streets within SCREAMER MOUNTAIN as shall be reasonably necessary for ingress and egress to and from any such lot and to and from the Common Properties.

Section 3. Common Driveways. Driveways designated as "common drive-ways", if any, on the aforementioned plats, and all driveways similarly designated, if any, on the other plat of survey depicting additional property hereafter made subject to this Declaration shall be used in common by the Property Owners of the lots served by such common driveways for ingress to and egress from such lots, said driveways to be used for the passage of motor and other vehicles and for all other lawful purposes in common with the owners of such lots, provided that such use shall not interfere with the passing in and out of vehicles over such driveways. The Property Owner of any lot upon which any portion of such a common driveway is now or hereafter located shall, at his own expense, maintain and repair that portion of such common driveway as may be located upon his lot. Maintenance and repair of any such common driveway shall be the responsibility of the Property Owners of the lots served thereby and not in any manner the responsibility of the Declarant.

Section 4. Utilities. There is hereby reserved to Declarant, without further assent or permit, the right, title and privilege of a perpetual, alienable and releasable easement to construct, install, maintain and repair utilities, including, but not limited to, water, sewers, telephones and electricity, with the right of entry for purposes of inspection and repair, over, through, upon, across and under each and every lot now or hereafter subjected to this Declaration. This easement shall run an even width of ten (10) feet along all front, rear and side lines of all such lots. By acceptance of a deed or other conveyance to any such lot in respect to which this easement is reserved, the Property Owner, for himself, his heirs, legal representatives, successors and assigns, shall be deemed to have waived any and all claims for damages, if any, by virtue of the construction, installation

maintenance and repair thereof, or on account of temporary or other inconvenience caused thereby. The exercise of this easement for the construction and installation of any given utility shall not bar the further exercise of this easement for the construction and installation of other utilities.

Section 5. Other. There is hereby reserved, without further assent or permit, a general easement to Declarant, its agents, and employees, and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the property or any portion thereof which is now or hereafter made subject to this Declaration in the proper performance of their respective duties.

#### ARTICLE VII

##### SALE OF LOTS

Section 1. Right of First Refusal. To assure a community of congenial owners and thus protect the value of the lots which are now or hereafter made subject to this Declaration, any Property Owner who desires to sell any such lot or lots, either improved or unimproved, shall first offer the same for sale to Declarant at the same price and on the same terms at which the highest bona fide offer has been made to the Proper Owner therefore. A Property Owner desiring to sell such lot or lots shall give Declarant written notice via certified mail, return receipt requested, of the Property Owner's desire to sell any such lot or lots and shall further advise Declarant in said offer of the name and address of the person making said highest bona fide offer, as well as the amount and terms of said offer. Declarant shall have a period of ten (10) days after receipt of said written notice within which to exercise its option to purchase such lot or lots at the same price and on the same terms as said highest bona fide offer and, if exercised, Declarant shall have an additional thirty (30) days within which to close said transaction. Should Declarant not exercise its option to purchase such lot or lots at the offered price and terms within such ten (10) day period, the Property Owner shall have the right to sell such lot or lots to the person making said bona fide offer whose identity was revealed to Declarant in said written notice; provided, however, that any such sale of any such lot or lots by the Property Owner to the person making such offer shall remain subject to the covenants and restrictions of this Declaration.

Section 2. Sale by Mortgagee. Should any lot now or hereafter made subject to this Declaration become subject to the mortgage as security in good faith or for value, the holder thereof, on becoming the owner of such interest through whatever means, or the seller at any sale under a power of sale therein contained, shall have the unqualified right to sell or otherwise dispose of said interest in the fee ownership of said lot without offer to Declarant; provided however, the seller shall otherwise sell and the purchaser shall take subject to the covenants and restrictions of this Declaration.

#### ARTICLE VIII

##### OTHER PROPERTY

Section 1. Supplementary Declarations. Without further assent or permit, Declarant, for itself, its successors and assigns, hereby reserves the right, exercisable from time to time, to extend the scheme of this Declaration to other real property developed as a part of SCREAMER MOUNTAIN by filing for record a supplemental declaration in respect to the property to be then subjected to this Declaration.

Section 2. Other Declarations. Without further assent or permit, Declarant, for itself, its successors and assigns, hereby reserves the right, exercisable from time to time, to subject other real property developed as a part of SCREAMER MOUNTAIN to other declarations of covenants and restrictions, which other declarations may provide for supplemental declarations thereof.

Section 3. Provisions of Supplemental and Other Declarations. Any such supplemental declaration to this Declaration, or any such other declaration (including any supplemental declaration thereto) may set forth and/or provide for the same covenants and restrictions set forth in this Declaration; provided, however, any such supplemental declaration to this Declaration, or any such other Declaration (including any supplemental declaration thereto) may contain such modifications of the covenants and restrictions set forth in this Declaration and such additional provisions as may be necessary to reflect the different character, if any, of the property subjected thereto; provided further, unless effected by amendment in the manner provided in Section 2 of Article IX hereof, any such instrument shall not revoke, modify, or add to the covenants and restrictions hereby made applicable to the lots described in Section 1 of Article II hereof.

#### ARTICLE IX

##### GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall remain in effect, and shall inure to the benefit of and be enforceable by Declarant or the Property Owner of any lot now or hereafter subjected to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty (20) years from the date of this Declaration is filed for record in the Office of the Clerk of the Superior Court of Rabun County, Georgia. Said covenants and restrictions may be renewed and extended, in whole or in part, beyond said twenty (20) year term for successive periods of not to exceed ten (10) years each if an agreement for renewal and extension is signed (a) by Declarant, if it is the owner of any lots then subject thereto, (b) by at least two-thirds (2/3) of the Property Owners whose lots are then subject thereto, and (c) by the then owner of the Common Properties within SCREAMER MOUNTAIN. No such agreement of renewal and extension shall be effective unless filed for record at least one hundred eighty (180) days prior to the effective date of such renewal and extension. Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Section.

Section 2. Amendment. The covenants and restrictions of this Declaration may be amended at any time and from time to time during the first twenty (20) year period, and at any time and from time to time during the period of any extension and renewal thereof, by an agreement signed (a) by Declarant, if it is the owner of any lots then subject thereto, and (b) by at least two-thirds (2/3) of the Property Owners whose lots are then subject thereto, and (c) by the then owner of the Common Properties within SCREAMER MOUNTAIN. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of the Superior Court of Rabun County, Georgia. Every purchaser or grantee of any interest in any property now or hereafter made subject to this declaration, by acceptance of a deed or other conveyance therefor, thereby

agrees that the covenants and restrictions of this Declaration may be amended as provided in this Section.

Section 3. Enforcement. Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants, restrictions or other provisions, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any charge or lien arising by virtue thereof. Any covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Delegation and Assignability. Declarant shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant. Further, notwithstanding any other provision contained herein to the contrary, Declarant shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest under this Declaration, provided, however, that any such transferee, grantee or assignee shall take such rights subject to all obligations of Declarant also herein contained in respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same.

Section 5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application of any provision or application, and to this end, the provisions of this Declaration are declared to be severable.

Section 6. Captions. The captions of each Section hereof as to the contents of each Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Sections to which they refer.

IN WITNESS WHEREOF, Declarant, SCREAMER MOUNTAIN, INC., caused these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal properly attested to be hereto affixed on the day and year above written.

SCREAMER MOUNTAIN DEVELOPMENT, INC.

BY: [Signature]

BY: [Signature]  
Asst. Secy

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of:

[Signature]

(NOTARIAL SEAL)

Notary Public, Georgia, State at Large  
My Commission Expires Aug. 30, 1975