



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

*Return recorded document to:
Cory D. Cox, P.C.
P.O. Box 748
Blairsville, GA 30512*

FOX LAKE

STATE OF GEORGIA
COUNTY OF UNION

DECLARATION OF RESTRICTIONS, LIMITATIONS AND COVENANTS
RUNNING WITH THE LAND

Whereas, the holders of the legal title to the below listed subdivision, known as FOX LAKE, said tract or parcel of land lying and being described as follows:

All that tract or parcel of land lying and being in Land Lots 64-80-81-100-101, 9th District, 1st Section, Union County, Georgia, and being Lots One (1) through One Hundred Twenty-six (126) and Lots One Hundred Thirty One (131) through One Hundred Forty Seven (147) as shown on a plat of survey by Cleveland and Cox, Inc. RS dated , as recorded in Plat Book 58, Page 230-235, Union County records which description is incorporated herein by reference and made a part hereof.

The purpose of the following restrictions and covenants is to ensure the use of said realty by the owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure to each present or future owner the full benefit and enjoyment of their property. The reservations and restrictive covenants are to run with the land and shall be binding upon all parties and persons owning lots in FOX LAKE.

If the owners of such lots or any of their heirs, successors or assigns, shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in said subdivision, or property added to the subdivision as contemplated below, to prosecute any proceeding at law or in equity against the person or persons violating any of such covenants and either to prevent him from doing so or to recover

damages for such violations, or both. For all violations the procedures of this Declaration shall define procedures for enforcement.

Each covenant contained herein is severable and distinct from each other and in its application to all or any portion of the premises, and the invalidity or unenforceability of any covenant contained herein as to any portion of the premises shall not affect the validity or enforceability of any of the other covenants contained herein. Invalidation of any one of these covenants by judgment or court shall in no way affect any of the other provisions, which shall remain in full force and effect.

These covenants and any amendments thereto, shall apply to and govern the realty and its present or future parcels, common roads and common area and the use thereof. All covenants herein stated and any amendments or additions thereto, shall run with and shall be binding upon all persons or entities claiming under them.

ARTICLE I DEFINITIONS

Section 1. "Additional Property" shall mean all that property described above, and as described in the attached exhibit "A" and as may be adjacent to or contiguous with the above Property (or Property made a part of Fox Lake) which may be added to the Subdivision community in accordance with the terms of this Declaration. Additional property shall be deemed to be adjacent to or contiguous with property made a part of Subdivision if it physically connects to such property, at any point, or if it is separated only by a road, public or private, or water course, including any river, creek or lake.

Section 2. "Association" shall mean and refer to the Fox Lake Property Owner's Association, Inc., a Georgia Nonprofit Corporation.

Section 3. "Architectural Committee" shall mean the committee appointed by the Board of Directors (see Section 4 below, in this article) for purposes of reviewing and approving site plans, building plans and alterations by lot owners. The Architectural Committee shall consist of three (3) lot owners who are not members of the Board. The Architectural Committee is further defined in Article V Section 5 below.

Section 4. "Board of Directors" or "Board" shall be the elected body of the Association having its normal meaning under the Georgia Nonprofit Corporation, its successors and assigns. The board shall consist of five (5) Lot owners with rotating terms.

Section 5. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the owners.

Section 6. "Common Expenses" shall mean and include the actual and estimated

expenses of operating the Association and the Subdivision, including any reasonable reserve, all as may be imposed hereunder or found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation.

Section 7. "Developer" shall mean Scott Corn.

Section 8. "Lot" shall mean a plotted portion of the Properties, other than the Common Area, intended for independent use or ownership. Lots shall be shown on the plats of survey of Fox Lake Subdivision as recorded in the Clerk of Superior Court of Union County. The term "Lot" shall not include an individual timeshare or fragmented ownership interest of on accommodation, the term "Lot" encompassing the entire accommodation and not any ownership interest therein existing.

Section 9. "Member" shall mean and refer to a person(s) or entity entitled to membership in the Association. A member shall be a Lot "Owner" as defined in Section 13 of this article. Each member shall have one vote in the association per lot owned . Each lot shall have one vote.

Section 10. "Mortgage" shall include a deed to secure debt, or security deed, as well as a mortgage, and a "first mortgage" is a first priority deed to secure debt, deed of trust, or mortgage.

Section 11. "Mortgagee" shall include a beneficiary or holder of a deed to secure debt, deed of trust, as well as a mortgagee. A "first mortgagee" is the holder of a first priority deed to secure debt, deed of trust or mortgage on a Lot or Residential Unit.

Section 12. "Mortgagor" shall include the grantor of a deed of trust, as well as a mortgagor.

Section 13. "Notices" shall be sent to the address as provided by lot owners to the Association. A current address list of lot owners shall be maintained by the Association for purposes of mailing notice to lot owners. It is the responsibility of lot owners to provide to the Association of a proper mailing address for notice, even upon the sale of any lot.

Section 14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of any Lot which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. The Owners of the lot on which a cooperative, if any, is located shall be shareholders whose interests shall be allocable as their leasehold interest might otherwise be allocable.

Section 15. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 16. "Phase" shall mean the increments of property (1) described in Exhibit "A" and, (2) subjected to this Declaration by any Amendments or Supplemental Declarations, each

such described property being a separate Phase. Presently there is only one phase, with Developer reserving the right to add additional phases property – see Additional Property definition above.

Section 17. "Properties" shall mean and refer to the real property described above as Fox Lake Subdivision and in Exhibit "A" attached hereto and shall further refer to such Additional Property as may hereafter be annexed by Amendment or Supplemental Declaration to this Declaration or which is owned in fee simple by the Association.

ARTICLE II ASSOCIATION

There is hereby created the FOX LAKE Homeowners Association, hereinafter called the Association, which shall consist of all the owners in said subdivision and shall be a Georgia Non-Profit Corporation. The Association shall be created within six (6) months of the date of recording of these Covenants. The members of the Association shall also consist of the owners of the lots of the future development of FOX LAKE which has not yet been developed. It is intended that every owner of any of the said Lots automatically, and by reason of such ownership and this declaration, become a member of the aforesaid association and be subject to its valid rules and regulations and the assessments and charges made by such association. Any lots owned by more than one person or entity shall designate the owner who is to be the member of said Association. The initial Association shall be appointed by the Developer and serve for a period of two (2) years. The Association shall meet on an annual basis or more frequently as necessary. Any special meetings of said Association shall be called by the Board or a majority of the lot owners upon giving ten (10) days written notice to all lot owners of the time and place of said meeting. The Homeowners Association shall have the duty to establish an annual fee to be paid by the owners of said lot in said subdivision for the purpose of maintaining the lake known as FOX LAKE, the Community Center, Lakeside Pavilion, and Common Grounds (Present and Future) for the benefit and enjoyment of all the association members. The Homeowners Association shall also establish reservation and maintenance procedures for common property. The annual fee per lot owner for said maintenance shall be set by the Board of the Homeowners Association and can be raised or lowered as the Association feels is necessary in order to pay actual costs of the same. The Board shall designate annually the depository for said fund and said fund shall always be maintained in an interest bearing account in an institution that is insured by the Federal Depository Insurance Corporation. Said Board shall also have the power and the authority to designate each year a person, firm or corporation who shall manage and be in charge of collecting said assessments. Every such charge so made shall be paid by the member of the Association on or before the first day of April of each year for the current year. The Board shall fix the amount of the annual charge per owner by the first day of

September of each year and written notice of the charge so fixed shall be sent to each member. Any charge levied or assessed against lots subject to these restrictions shall be a personal liability of the owner as well as become a lien upon the lot or lots owned by the person owing such charge or charges as of January 1 of that year even though the exact amount thereof cannot be determined until September 1 of the same year and shall remain a lien against said lot or lots until paid in full together with interest and other charges or costs which might become due as a result of such non-payment. Such charges as are provided for in these restrictions shall bear interest at a rate of 12% per annum on and after the second day of October of each year until paid in full. If in the option of the Board of the Association such charges have remained due and payable for an unreasonable long period of time, the Board may on behalf of the Association, institute such procedures either in law or in equity by way of money action, foreclosure of such lien or otherwise to collect the amount of such charge in any court of competent jurisdiction. The owner of a lot or lots subject to the charge shall be in addition to the amount of the charge at the time legal action is instituted, be obligated to pay any expenses or costs including attorneys fees incurred by the Association in collecting the same. Every person who shall become the owner of any lot subject to these restrictions whether such ownership be legal or equitable, or any person who may acquire any interest in such lot, whether as an owner or otherwise is hereby notified and by acquisition of such interest that the liens are valid and shall be paid. Every person, firm or corporation who shall become an owner of a lot in the development is hereby notified that by the act of acquiring such title, such person, firm or corporation will be conclusively held to have covenanted and agreed to pay the Association all charges said Association shall make pursuant to this paragraph of these restrictions. The Association shall upon demand at any time furnish a certificate in writing signed by the Board or a person designed by the Board to so act to certify that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid as the case may be. A reasonable charge may be made by the Board of said Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid. The charges or assessments levied by the Association shall be used exclusively for the purpose of maintaining the lake and common areas as stated above. All charges, assessments, or fines set out in these restrictions shall be assessed and collected by the Board as well as any legal actions on behalf of the Association and the lot owners do further constitute the Board as attorney in fact to so act in their behalf. Notwithstanding any language in this paragraph, the holder of any security deed or any unit shall hold superior title to the lien of any assessments which are not due and payable at the time said security interest is taken.

The Association shall have the right after the period of two (2) years or when 75% of lots being sold, in the sole discretion of developer, to elect up to Five (5) Board Members to replace the original Board named above. The newly elected Board shall have all of the powers given to the initial Board under this section of these restrictive covenants and in the event of a disagreement or dispute among the Board, the majority vote shall control.

ARTICLE III ENFORCEMENT

In the event that the owner of any Lot, or a person who is entitled to occupy any Lot, shall fail to comply with or abide by any of the restrictions or obligations set forth in this Declaration, the Association, or alternatively, the Owner of any other Lot who is aggrieved by such failure of compliance or abidance, shall have the right to proceed as follows:

a) Notice.

The Association, at its option, or any Owner having a claim ("Claimant") against any other party bound by these Restrictions ("Respondent") (collectively, the "Parties") shall notify the Association and each Respondent in writing (the "Notice"), stating plainly and concisely:

- (i) the nature of the claim, including the Persons involved and Respondent's role in the claim;
- (ii) the legal basis of the claim (i.e., the specific authority out of which the claim arises);
- (iii) Claimant's proposed remedy; and
- (iv) That Claimant will meet the Respondent to discuss good faith ways to resolve the claim.

b) Negotiation and Mediation.

The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

If the Parties do not resolve the claim within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days to submit the claim to mediation under the auspices of an independent agency providing dispute resolution services in the Blairsville, Georgia area. If Claimant does not submit the claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the claim, the Respondent shall be released and discharged from any and all liability to Claimant on account of such claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

Any settlement of the claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the parties do not settle the claim within 30 days after submission of the matter to mediation, a Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

ARTICLE IV PROPERTY RIGHTS

1. **LAND USE.** No lot after being conveyed by the developer may be subdivided without developers and Union County Health Department expressed approval. All lots are for single family residential purposes only. Only such residence shall be erected on any one lot, provided however that the owner of any lot may erect a garage for use in connection with such a residence. Any garage shall be approved by the Architectural Committee. Any garage must be constructed using substantially the same construction materials as the residence, have the same exterior finish, and shall be architecturally compatible with such residence. A bonus room/apartment above the garage is allowed. No lot dwelling or structure shall be used for commercial activity or business with the exception of a private home office. A private home office is defined as a one room, completely housed in the residence, office which supplements a person's main office. The home office shall not be solely and exclusively the main office for a business. No commercial vehicles (four ton or greater), trailers, lawn mowers and equipment for a lawn service, or the like may be parked at a residence or in connection with the home office. Long term rental of residences shall not be deemed commercial activity. Long term is defined as a minimum of one month. Rental of residences for less than a month period shall be considered commercial activity and shall not be permitted.
2. **SETBACKS.** All setbacks as shown on recorded plat of FOX LAKE are to be constructed to be a part of the Restrictions and Covenants, said plat and setbacks are incorporated herein by reference as if fully set forth. If setbacks are not clearly defined on the recorded plat they shall be 35 feet from the right of way on the front of lot and 15 feet from each side and back of lot. If property owner combines adjoining lots and chooses to build in the center of property, the setbacks shall refer to the outermost lot lines.
3. **CONSTRUCTION.** When house construction begins, work must be pursued diligently and exterior must be completed within nine (9) months from start thereof and outside landscaping must be completed within one (1) year from the start thereof. All homeowners shall be held responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a home site. In this regard, a homeowner shall be responsible for any damage to roads and other common property. Any question as to damage and responsibility for damage to roads shall be submitted to the Board. All determinations of the board shall be final.

- Builder/owner must ensure that the construction site is kept clean and free of debris and waste materials, and that stock piles or unused materials are kept in neat and orderly fashion.
4. HOUSE SIZE. All houses shall be constructed with no less than seventeen hundred (1700) square feet of heated living space on one floor, or twenty-two hundred (2200) square feet on two floors, with 1500 square feet on main floor, exclusive of any carport, garage, basement, deck, patio or porches.

ARTICLE V ARCHITECTURAL CONTROL

The Board of the Association as defined in Article I, Section 4 shall appoint an Architectural Committee. The Architectural Committee shall advise and assist it in connection with its performance of responsibilities. The functions which shall be performed by any such architectural committee shall include reviewing and approving plans and specifications which are submitted to the Association with proposals to construct or alter improvements upon the Lots. The architectural committee shall also make recommendations to the Lot owner with respect to such plans and specifications. The determination and approval of all site plans, building plans and alterations shall be final, except that an owner may appeal the architectural committee to the Board. The Architectural Committee shall initially be the Developer. Upon seventy-five (75%) percent of lots being sold, Developer shall appoint the initial Architectural Committee for a one (1) year term, thereafter the Architectural Committee shall be appointed by the "Board of Directors of the Association." Appointment to the Architectural Committee by the Board shall be for a two year period.

No improvements of any type or nature shall be constructed, installed, or modified upon any Lot (including, without limitation, any change in the type of roofing material or in the color of the paint, stain, or varnish) without the prior written approval of the Architectural Committee which approval may be granted or withheld on a case by case basis in the sole discretion of the Architectural Committee. A lot owner that submits plans for building or alteration shall have a written decision regarding such plans and/or alterations within two (2) weeks. Should there be no determination within two (2) weeks the plans shall be deemed approved.

The plans and specifications which must be submitted to the Architectural Committee prior to the alteration or addition or the commencement of any structure upon any Lot, as hereinabove provided, shall contain at least the following:

- i) A site plan showing the shape and size of the proposed structure and its location on the Lot on which the same is proposed to be constructed;
- ii) Building plans of the proposed structure which shall include an exterior elevation drawing of the proposed structure;

- iii) In the case of the alteration of any existing improvement, a complete description of the alteration proposed to be made, including a sample of any varnishes or paints proposed to be used.

In the event that any construction or alteration work is undertaken or performed without application and approval as provided herein, said construction or alteration work shall be deemed in violation of this covenant, and the person upon whose Lot said construction or alteration work was undertaken or performed may be required to restore to its original condition, at the lot owner's sole expense.

Refusal or approval of plan, drawings, specifications, materials or location may be based upon the grounds including purely aesthetic consideration, which, in the sole and uncontrolled discretion of the Architectural Committee. All Architectural Committee decisions shall be final and binding with the exception of appeal to the board as stated above.

No approval of plans, location or specifications, and no publication of architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence or that such standards comply with Pertinent Law. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in good workmanlike manner. No implied warranties of good workmanship, design, quality, fitness for a particular purpose or merchantability shall arise as a result of any plans, specifications, standards or approvals made by the Association or the Architectural Committee.

ARTICLE VI CONSTRUCTION OF RESIDENCES

1. **BUILDING MATERIALS.** Primary residential building material for home construction shall be brick, concrete board, stucco or exterior wood material. No vinyl siding, concrete block construction (with the exception of foundations), metal buildings, mobile homes, double wide mobile homes, manufactured homes, round or octagon shape or relocated homes shall be allowed. Exposed concrete block or poured concrete foundations and site retaining walls must be covered with stone, brick, siding or stucco to complement the primary building materials.
2. **ROOFING.** Primary residential roofing materials must be cedar shakes, shingles, fiberglass or asphalt shingles in colors and texture which complement the balance of the other colors and materials used unless approved otherwise. Primary colors for siding, stucco and trim must be confined to lighter earth tones and white, which are compatible with the natural environment. Architectural metal with baked on enamel, flat finish, non-glare shall be allowed as accent roofing material and not as the primary roofing

material. All primary roofs shall be a minimum of 7-12 pitch.

3. DRAINAGE. No drainage ditches, cuts, swales, streams, impoundments, ponds or lakes, no mounds, knobs, dams, or hills and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior written consent of the Developer until seventy-five (75%) percent of lots are sold, whether on private or common area. Upon seventy-five (75%) percent of lots being sold, consent as contemplated herein shall be determined by the Architectural Committee. Special attention shall be given to prior site surface drainage so that surface waters will not interfere with surrounding home sites and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand. All driveways must be asphalt or concrete and completed within one (1) year from the starting date of home construction.
4. VISUAL EFFECTS. Only wood or vinyl fences will be allowed in front and side of residence. In the rear, only wood, vinyl or factory painted decorative metal fences will be allowed. No farm type wire fences will be allowed with the exception of existing fence. Compressors for central air conditioning units and play equipment must be located where it will have minimum visual impact on adjacent properties. No propane tank may be placed on any Lot unless buried underground within the boundary of such Lot at a location approved in writing by the Architectural Committee.
5. LIGHTING. There shall be no bright lights on Lots that burn all night. Motion detector lights shall be permitted.
6. MAIL RECEPTACLES. Mail receptacles must be constructed with similar material as used on the exterior of the main residence and/or approved by the developer Architectural Committee.
7. UTILITIES. All electrical and other utility lines shall be placed underground and all water supply and sewage disposal facilities shall comply with the applicable governmental codes. No satellite dishes over a thirty-six (36) inch diameter will be allowed on any lot and must be placed out of sight if subdivision roads. Any contractor, builder or lot owner shall be responsible for contacting either Alltel or Blue Ridge Mountain Electric Membership Corporation for purposes of connecting to fiber optic connection specifications.
8. TREES AND SHRUBS. No more than fifty percent (50%) of existing trees over five (5) inches in diameter shall be removed from the property after being conveyed by the developer. Any homesite, which has been altered from its natural state, shall be landscaped. All shrubs, trees, grass and plantings of every kind shall be kept maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be

completed subject to and in accordance with Article IV paragraph three (3) above.

9. **EASEMENTS.** Developer, for the benefit of developer and developer's successors and assign, reserve the absolute exclusive, continuing and nonexclusive right and easement to construct, erect, place, repair, maintain and replace from time to time along any present or future constructed common roadway, any utility lines, pipes, conduits, devices, implements or related components, fixtures, apparatuses and assemblages that are reasonable, appropriate and useful in furnishing and satisfying the residential utility uses and needs of the subject realty and its parcels, including but not limited to the following utility purposes and services; electricity, water, sewer, telephone, cable, and other reasonable and ordinary utility right purposes and uses. This reservation shall include the right of developer to grant and convey reasonably necessary and appropriate licenses, permits and easements to other third persons or entities in order to accomplish the intents and purposes of this provision. Nothing herein shall obligate developer to provide or furnish any utility service. The developer further reserves the right to extend either the subdivision roads, grant easements for extending subdivision roads, or to extend or grant easements for the extension of the utilities as herein described.

ARTICLE VII COMMON AREA

LAKE AND CREEK USAGE. Access to Fox Lake shall be granted through the common area exclusively. No owners of the lots on the above referred to property description and Exhibit "A" shall be permitted to disburse water from the lake or creeks for any reason or purpose whatsoever. All the lot owners of lots surrounding Fox Lake shall have the right to the use of boats in said lake provided the boats do not exceed 12 feet in length and have no gas powered motors. Each lot owner(s) shall have the right to construct a dock on their respective lots extending into Fox Lake provided the dock shall not extend more than 10 feet into said Fox Lake. The platform size cannot exceed 10FTx10FT. Only the owners of the lots which abut the lake shall have the right to use the lake except as a guest, relative or invitee of the owner.

ARTICLE VIII MISCELLANEOUS

1. **VEHICLES.** No motorcycles or other vehicles with external engines shall be permitted to ride along the streets of said subdivision except for the entry and exit from the area. Motorcycles and vehicles shall be properly muffled and usable by Georgia Department of Motor Vehicle standards. All such vehicles shall be properly muffled so as not to disturb the neighborhood. Developer shall be the sole arbiter of whether or not a vehicle is properly muffled until seventy-five (75%) percent of lots are sold. The parking of buses or trucks, rated higher than four tons, shall not be permitted. No motor homes or RV

units shall be parked temporarily or permanently on any subdivision road. Motor homes or RV units must be garaged. Racing cars, whether trailered or not shall be garaged and kept out of sight of the subdivision roads.

2. **APPEARANCE.** No lot shall be used in whole or in part for any illegal activity nor for the storage of any property or thing that will cause any lot to appear in any unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance be kept upon any lot that will omit foul or noxious odors. No lot owner or lot occupant shall conduct any activity that will disturb the peace, comfort or serenity of the occupants of surrounding property. No wrecked or untagged motor vehicle, utility trailer, nor junk, nor household appliance shall be kept or stored in plain view of subdivision roads.
3. **SIGNAGE.** No signs of any type shall be displayed to public view on any portion of said property except one sign of not more than 24 inches by 24 inches advertising property for sale or a temporary builders sign, or such permits as required by law. All said signs shall be professionally lettered and neatly installed. Developer reserves the right to erect entrance signs.
4. **ACCESS.** No lot shall be accessed other than by the roads inside the subdivision. No road shall be built to access any adjoining property without written permission from the Developer. Developer reserves the right to access any adjoining property now or hereafter acquired by the developer by the subdivision roads with Developer having the right to extend said roadways as contemplated in Paragraph fifteen (15).
5. **ANIMALS.** No animals, birds, or fowls shall be kept or maintained on any part of the property except ordinary household pets (e.g. dogs, cats and pet birds- not including chickens) which may be kept thereon in reasonable number as pets for the pleasure and use of the occupants. No animal or animals shall be kept on any size lot for any commercial purpose. Dogs, cats and pet birds may not disturb other neighbors.
6. **LOT UPKEEP.** All lots, whether vacant or occupied, shall be maintained or will become subject to mowing by the developer. A cost of maintaining lots, after a certified letter by developer to the lot owner regarding failure to maintain the upkeep, shall be charged. The charge for upkeep shall be equal to the cost paid by developer and an administration fee of 10% unless otherwise agreed upon by lot owners and developers. The charge for lot upkeep by developer shall run for a period of two (2) years starting from the date of recording the plat cited above.
7. **ROADS.** The roads in FOX LAKE shall be constructed to meet County Road specifications, including paving. The turning over of the subdivision roads to the County shall be solely and exclusively in the Association's discretion.
8. **RESTRICTIONS TIME PERIOD.** The covenants, restrictions, easements, reservations,

UNION COUNTY, GEORGIA
FILED & RECORDED July 18
20 06 AT 10:00 A.M.
RECORDED IN BOOK 657 PAGE 152-164

Allen Corley S.C.C.

terms and conditions contained in this declaration, shall run with the land and shall be binding upon all lot owners and all persons claiming under them for a period of twenty (20) years from the date hereof, provided, however, that the developer retains the absolute right to amend this declaration, as it may deem necessary, during a period of two (2) years from the date of the recording hereof upon the records of the Clerk of Union County Superior Court, and all such amendments shall be binding upon all lot owners. Provided further, these covenants may be amended at any time by the written agreement of the owners of at least three-quarters (3/4ths) of the total number of lots. All such amendment(s) shall apply equally to all lots within the subdivision and no such amendment(s) shall place any further obligation(s) upon developer without his written consent.

In witness whereof, the owners hereby set its hand and affixes its seal, this, the 17th day of July, 2006.

Scott Corn
SCOTT CORN

Sharon Corn
SHARON CORN

Witness
Deborah Howell
Notary Public
My Commission Expires: _____



Return recorded document to:

Kenya L. Patton
438 Sears Way
Blairsville, Georgia 30512

STATE OF GEORGIA
COUNTY OF UNION

FOX LAKE

SUPPLEMENTAL DECLARATION OF
RESTRICTIONS, LIMITATIONS AND COVENANTS

This Supplemental Declaration of Restrictions, Limitations and Covenants applies to the real property in the FOX LAKE DEVELOPMENT described as:

For purposes of these restrictions only, the following property shall be referred to as PHASE I:

All that tract or parcel of land lying and being Land Lots 80, 81, 100 & 101 in the 9th District, 1st Section, Union County, Georgia, and being, (i) Lots One through Two (1-2), Six through Eighty-eight (6-88), Ninety through Ninety-three (90-93), Ninety-Five through One Hundred Eight (95-108), One Hundred Ten through One Hundred Twenty-five (110-125) of Fox Lake Subdivision as shown on a plat of survey by Cleveland and Cox Land Surveying, LLC, RS #2894, dated 07/06/06 as recorded in Plat Book 58, Pages 230-235, which plat is incorporated herein by reference; and

All that tract or parcel of land lying and being Land Lot 100 in the 9th District, 1st Section, Union County, Georgia, and being Lots Three through Five (3-5) of Fox Lake Subdivision as shown on a plat of survey by Cleveland & Cox Land Surveying, LLC, RS #2894, dated 10/03/07, as recorded in Plat Book 60, Page 207, Union County records, which plat is incorporated herein by reference; and

All that tract or parcel of land lying and being Land Lot 100 in the 9th District, 1st Section, Union County, Georgia, and being Lot Eighty-nine (89) of Fox Lake Subdivision as shown on a plat of survey by Cleveland & Cox Land Surveying, LLC, RS #2894, dated 12/21/06, as recorded in Plat Book 57, page 63, Union County records, which plat is incorporated herein by reference.

For purposes of these restrictions only, the following property shall be referred to as PHASE II:

(ii) All that tract or parcel of land lying and being Land Lots 80, 100, 101, 116 & 117 in the 9th District, 1st Section, Union County, Georgia, and being Lots One (1) through Two Hundred Eight (208) of Fox Lake South Subdivision Phase I, of which Lots One through Twenty-Two (1-22); Twenty-Five through Twenty-Nine (25-29) and Thirty-Four through Forty-Four (34-44) of Fox Lake South Subdivision, Phase I as shown on a plat of survey by Cleveland and Cox Land Surveying, LLC, RS#2894, dated 03/01/07, as recorded in Plat Book 60, Page 14, of the Union County Georgia records, which plat is incorporated herein by reference; and

All that tract or parcel of land lying and being Land Lot 100 in the 9th District, 1st Section, Union County, Georgia, and being Lots Twenty-three (23) and Twenty-Four (24) of Fox Lake South Subdivision as shown on a plat of survey by Cleveland & Cox Land Surveying, LLC, dated 07/17/07, as recorded in Plat Book 57, Page 144, Union County records, which plat is incorporated herein by reference; and

All that tract or parcel of land lying and being Land Lots 101 & 116 in the 9th District, 1st Section, Union County, Georgia, and being Lots Thirty through Thirty-three (30-33), Lots Forty-Five through Fifty-four (45-54) and Fifty-six through Seventy-Six (56-76) of Fox Lake South Subdivision, Phase 2 are shown on a plat of survey by Cleveland & Cox Land Surveying, LLC dated 09/20/07, as recorded in Plat Book 60, Pages 212-215, Union County, Georgia records, which plat is incorporated herein by reference, and which said descriptions are incorporated herein by reference and made a part hereof and as will be supplemented hereinafter as the lots are so divided and said plats are recorded in aforesaid records (the Property”).

The restrictions, easements, terms and conditions contained in this Declaration supersede and restate those contained in the Declaration of Restrictions, Limitations and Covenants recorded July 18, 2006 in Book 657, Page 152 in the Clerk’s Office of Union County, Georgia. Previous restrictions as set forth in aforesaid deed book and page are hereby amended and restated by and thru that certain absolute power to amend reserved by Scott Corn and Sharon Corn in Article VIII Section 8 of said previous restrictions. Any restriction set forth below which may contradict or conflict with any previous restriction is hereby deemed to replace the previous restriction in its entirety.

These restrictions, easements, terms and conditions run with the land and are binding upon the Association, Owners and all persons claiming through or under them until December 31, 2027, unless extended to a later date by the Association. Henceforth, “Developer” shall mean Scott Corn and Sharon Corn, their successors heirs and assigns on behalf of Phase I and IVY LOG DEVELOPMENT, LLC, their successors heirs and assigns on behalf of Phase II. Prior to the date Developer first conveys the Roadways and Common Area to the Association, Developer, (their successors heirs and assigns) has the unilateral right to further supplement or amend this Declaration. The Association and each Owner is subject to this Declaration regardless whether the Owner purchased a Lot before or after the date of this supplement or any additional supplement. The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

ARTICLE I DEFINITIONS

Section 1. “Additional Property” shall mean any real property added to the Property by the Developer or the Association.

Section 2. “Assessment” shall mean that portion of the Estimated Annual Common Expenses allocated by the Board to an Owner. The Board shall not allocate any portion of the Estimated Annual Common Expenses to the owner of the Common Area or Roadways or to the Golf Club Owner.

Section 3. “Association” shall mean and refer to the Fox Lake Property Owner’s Association, Inc., a Georgia nonprofit corporation.

Section 4. “Architectural Committee” shall mean the committee created by the Association Bylaws and to whom the Board has delegated the responsibility for reviewing and approving Owner proposed plans and specifications for construction or renovation of a structure or improvement on a Lot.

Section 5. “Board of Directors” or “Board” shall mean the Board of Directors of the Association.

Section 6. “Common Area” shall mean the portion of the Property set aside by the Developer for the common use and enjoyment of the Owners, subject to this Declaration and the rules and regulations adopted by the Board from time to time. The Common Area shall include Fox Lake, the Community Center and the Lakeside Pavilion, but shall not include the Roadways, Lots or Golf Club.

Section 7. “Common Expenses” shall mean and include all expenses of every kind and nature incurred by the Association in maintaining the Common Area and in performing such other duties as are stated in this Declaration, the Association’s By-Laws and its Articles of Incorporation.

Section 8. “Declaration” shall mean this Supplemental Declaration of Restrictions, Limitations and Covenants, as this Declaration may be hereinafter supplemented, amended or restated.

Section 9. “Developer” shall mean Scott Corn and Sharon Corn on behalf of Phase I and IVY LOG DEVELOPMENT, LLC on behalf of Phase II including all successors, heirs and assigns.

Section 10. “Developer Easements” shall mean those easements retained by Developer in Section 2.2 for use in completing development of the Property.

Section 11. "Estimated Annual Common Expenses" shall mean the Board's estimate of Common Expenses for a calendar year, which estimate is used by the Board for calculating Assessments.

Section 12. "Fox Lake", when used to describe a portion of the Common Area, shall mean the body of water referred to generally as "Fox Lake", but shall not include the Owner Easement Areas.

Section 13. "Golf Club" shall mean any golf course, whether public or private, built upon or adjacent to the Property. The property comprising the Golf Club is not included in, nor part of, the Common Area or any Lot. Purchasing a Lot or a residence does not confer upon any Owner any rights of access, use or ownership in or to the Golf Club or the property comprising the Golf Club. To induce the Developer and/or Golf Club Owner to construct, operate and maintain the Golf Club, this Declaration provides releases of liability and creates easements appurtenant to the Golf Club property for the benefit of the Developer and Golf Club Owner, their employees, contractors, managers, agents, vendors, licensees, invitees, successors, assigns and grantees.

Section 14. "Golf Club Owner" shall refer to the owner of the Golf Club whether one or more Persons. The "Golf Club Owner" may be, but need not be, the Developer. The "Golf Club Owner" is not an "Owner" as that term is defined herein.

Section 15. "Lot" shall mean a platted, improved or unimproved portion of the Property intended for private ownership and for construction and occupancy as a single family residence. Restrictions such as the size, type and look of residences permitted to be constructed upon a Lot may vary based upon whether the Lot is located within Phase I or Phase II. The term "Lot" refers to the real property comprising the Lot and all structures and improvements thereon, if any. The term "Lot" shall encompass all individual timeshare or fragmented ownership interests.

Section 16. "Owner" shall mean the record owner, whether one or more Persons, of legal title to any Lot, but shall not include any party holding an interest merely as security for the performance of an obligation.

Section 17. "Owner Easement Area" shall mean, in describing the size and location of the exclusive easement appurtenant to each Lot abutting Fox Lake, the rectangular area described as: (i) one side of which is the Fox Lake shore line from the point that is the corner of the Lot that abuts Fox Lake to the point that is the opposite corner of the Lot that abuts Fox Lake, (ii) two sides of which are parallel lines perpendicular to the shoreline, one such line commencing at each point described in subparagraph (i) and extending out into Fox Lake for a distance of ten feet (10'), and (iii) the last side of which is a line parallel to the Fox Lake shore line that connects the end points of the two lines described in subparagraph (i).

Section 18. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 19. "Phase I" and "Phase II" are defined within the legal description of the Property.

Section 20. "Property" is described by the legal description and includes Additional Property.

Section 21. "Roadways" shall mean the portion of the Property upon which the Developer or the Association has constructed or will construct roads, streets and allies for the purpose of ingress and egress from the Property to public right of ways. The term "Roadways" does not include the Common Area.

ARTICLE II PROPERTY RIGHTS

Section 2.1 Appurtenant to each Lot is (i) a non-exclusive easement of Owner use, access and enjoyment of the Common Area, and (ii) a non-exclusive easement of Owner use, access and enjoyment of the Roadways. These easements cannot be severed from a Lot or otherwise separately assigned or conveyed. An Owner may allow his or her family members and social invitees to enjoy the easement rights, subject to the rules and regulations adopted by the Association.

➤ The easement of use, access and enjoyment of the Common Area is granted subject to: (i) this Declaration, the Developer Easements and any restrictions or limitations contained in the Common Area conveyance deed; (ii) the right of the Association to adopt, amend and repeal rules regulating use, access and enjoyment of the Common Area; (iii) the right of the Association to convey all or part of the Common Area; (iv) the right of the Association to charge reasonable admission or other use fees for the use of the Common Area; and (v) the right of the Association to permit use of the Common Area or any improvement constructed thereon by persons other than an Owner upon the payment of such fees, if any,

charged by the Association.

➤ The easement of use, access and enjoyment of the Roadways is granted subject to: (i) this Declaration, the Developer Easements and the right of Developer, prior to conveying any portion of the Roadways to the Association, to maintain the Roadways and to adopt, amend and repeal rules regulating use, access and enjoyment of the Roadways; and (ii) the right of the Association to dedicate all or part of the Roadways.

Section 2.2 For so long as Developer owns any part of the Property, Developer retains a perpetual non-exclusive easement upon, across, over and under the Property (i) for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating and removing (a) all utilities, including, but not limited to, water, sewer, telephone, gas, electricity, and cable television systems; (b) roads, walkways, pathways and trails; (c) irrigation, and drainage systems; and (d) street lights and signage; and (ii) an easement for ingress, egress and passage over the Property for vehicular and pedestrian traffic to enjoy the easements described above. Developer also retains the right and power to grant and extend any and all easement(s) to third parties as may be necessary in connection with the orderly development of any portion of the Property. Upon the request of any Owner or at any other time, Developer may release all or any portion of the Property from the burden, effect, and encumbrance of any of the easements or may define the limits of any such easements.

Section 2.3 Developer reserves for the benefit the Golf Club and the Golf Club Owner the following non-exclusive, perpetual, appurtenant, royalty-free easements: (i) Over Property bordering or adjacent to the Golf Club for golf balls unintentionally coming upon such Property and for golfers at reasonable times and in a reasonable manner to come upon the Property to retrieve errant golf balls, including retrieving golf balls from bodies of water on the Property lying within range of the Golf Club; (ii) Over Property bordering or adjacent to the Golf Club for overspray of water, chemicals or effluent; (iii) Over the Property for noise from the operation and enjoyment of the Golf Club and for access to the Golf Club for operation, maintenance, repair, and replacement of the Golf Club; (iv) Over the Roadways for travel between the entrance to the Property and the Golf Club and on the Roadways for parking of vehicles before, during, and after special events, tournaments and other similar functions held by or at the Golf Club; (v) Over Property for access to and the right to enter upon and to draw water from any river, lake and pond for purposes of irrigation of the Golf Club; and (vi) Over adjoining Property for the installation, maintenance, repair, replacement, reconstruction, use and enjoyment of golf cart paths if such golf cart paths encroach onto such adjoining Property. These easements do not relieve individual golf participants of liability for damage caused by errant golf balls; however, the Association and each Owner releases Developer and Golf Club Owner, their successors, successors-in-title, and assigns from liability for damage caused by errant golf balls and from any claim for damage or injury to Owners, their families, invitees, and property resulting from living adjacent to or near the Golf Club. The Developer reserves the right to grant the owner of the Golf Club temporary and/or permanent easements through the Common Area as necessary for construction, maintenance, drainage and utilities for the Golf Club.

Section 2.4 Lake Lot Owner Easements. The Developer hereby grants to the Owner of a Lot that abuts Fox Lake, his or her family members and social invitees, an exclusive easement appurtenant to such Lot and within the area defined as the Owner Easement Area. This easement is for the use and enjoyment of Fox Lake and is subject to this Declaration and the Developer Easements. This easement cannot be severed from the Lot or otherwise separately assigned or conveyed. The holder of such easement may construct within the Owner Easement Area a dock not exceeding ten feet in width and ten feet in length. All Owners of Phase I and Phase II shall have the use of Fox Lake subject the Owner Easement Area and this Declaration and Developer Easements.

ARTICLE III USE RESTRICTIONS AND RULES

Section 3.1 Lots may not be subdivided without the prior consent of Developer and the Union County Health Department. All Lots are single family residential lots. Any structure erected upon a Lot may not be used for the conduct of a commercial activity or business, except for a home office. A home office is defined as one room within the walls of a residence that an Owner uses as a supplement to his or her primary office. A home office can not be an Owner's primary or exclusive office. An Owner can not allow commercial vehicles (four ton or greater), trailers, lawn mowers and equipment for a lawn service, or similar vehicles used in the conduct of a business to be parked at or near a residence due to residence use as a home office. An Owner's lease of a residence for lease terms of one month or less is prohibited. Owners may lease their residences for lease terms of greater than one month.

Section 3.2 Any Lot altered from its natural state during residence construction must be landscaped. An Owner shall not create, destroy, alter or modify any drainage ditches, cuts, swales, streams,

Impoundments, ponds or lakes, mounds, knobs, dams, hills or other improvements or elements of the landscape or terrain that determine the location or flow of surface water without the approval of the Developer or Architectural Committee. Home sites and paved areas must be designed so that they do not interfere with the natural drainage of water or cause standing water. No Owner shall remove more than fifty percent (50%) of the trees five (5) inches in diameter or more from any Lot when constructing a residence.

Section 3.3 An Owner must complete the following within the time stated, all stated times measured from the date Owner commences pouring the foundation: (i) exterior construction no later than nine (9) months, (ii) landscaping no later than one (1) year, and (iii) an asphalt or concrete driveway no later than one (1) year.

ARTICLE IV ARCHITECTURAL REQUIREMENTS

Section 4.1 All residences must be constructed in accordance with the setbacks shown on any recorded plat of the Property, which plats are incorporated herein by this reference and shall control for all purposes. In the event that any recorded plat does not clearly show the setbacks applicable to a Lot, the setbacks for such Lot shall be: Front - 35 feet from the right of way; Sides and Back - 15 feet from the Lot property line for a single Lot or 15 feet from the outer-most Lot property line if combined adjoining Lots.

Section 4.2 Owners may erect only a single family residence and a garage for use in connection with such residence. Any garage erected on a Lot (i) must be approved by the Architectural Committee, (ii) must be constructed from substantially the same construction material as the residence, (iii) must have the same exterior finish as the residence, and (iv) must shall be architecturally compatible with such residence. Garages may include a "bonus room" or apartment above the garage.

Section 4.3 Fences in the front and on the sides of a residence must be wood or vinyl. Fences in the rear must be wood, vinyl or factory painted decorative metal. Owners may have propane tanks only if such tanks are buried in the ground. Owners must locate central air conditioning units and play equipment where such equipment is least visible. Owners may not install lights that are illuminated continuously during the night without the approval of the Architectural Committee, although motion detector lights are permissible.

Section 4.4 Receptacles for the delivery of mail must be constructed with similar material as used on the exterior of the main residence and/or approved by the Architectural Committee. No satellite dishes greater than thirty-six (36) inches in diameter will be allowed on any Lot. All satellite dishes must be placed so that they can not be seen from any Roadway. All utility lines must be beneath the ground. All water supply and sewage disposal facilities must comply with all applicable federal, state and local laws and codes.

Section 4.5 Residences built on a Lot located within Phase I must adhere to the following:

- Single story residences must have at least one thousand seven hundred (1700) square feet of heated living space, excluding the square footage of any carport, garage, basement, deck, patio or porch. Two story residences must have at least two thousand two hundred (2200) square feet of heated living space, excluding the square footage of any deck, patio or porch, at least one thousand five hundred (1500) square feet of which heated living space is on the first floor, excluding the square footage of any carport, garage, basement, deck, patio or porch.
- The primary building materials shall be brick, concrete board, stucco or exterior wood. Vinyl siding, concrete block (with the exception of foundations) or metal siding structures are not permitted.
- Exposed concrete block or poured concrete foundations and site retaining walls must be covered with stone, brick, siding or stucco that complements the brick, concrete board, stucco or exterior wood.
- Primary colors for siding, stucco and trim must be light earth tones compatible with the natural environment.
- Residence roofs must have a pitch between 7 and 12. Owners must use cedar shakes, slate, tile, fiberglass or Architectural grade shingles (no 3 tab), in colors and textures that complement the brick, concrete board, stucco or exterior wood.

- Architectural Metal with baked-on enamel, flat finish, non-glare may be used only as accent roofing material.

Section 4.6 Residences built on a Lot located within Phase II must adhere to the following:

➤ *Estate Lot:*

- Single story residences must have at least two thousand (2000) square feet of heated living space, excluding the square footage of any carport, garage, basement, deck, patio or porch. Two story residences must have at least two thousand six hundred (2600) square feet of heated living space, excluding the square footage of any carport, garage, basement, deck, patio or porch.
- Residence exteriors, and the exteriors of all other approved structures, must be constructed of brick, concrete board, stucco or exterior wood. No structure shall have an exterior constructed of vinyl siding, concrete block (with the exception of foundations) or metal siding.
- Exposed concrete block or poured concrete foundations and site retaining walls must be covered with stone, brick, siding or stucco that complements the brick, concrete board, stucco or exterior wood.
- Exterior siding, stucco and trim must be light earth tones.
- Residence roofs must have a pitch between 7 and 12 and Owners must use cedar shakes, slate, tile, or Architectural Shingles (no 3-Tab) for roof construction in colors and textures that complement the brick, concrete board, stucco or exterior wood.
- Architectural Metal with baked-on enamel, flat finish, non-glare may be used only as accent roofing material.

➤ *Cottage Lot:*

- Single story residences must have at least one thousand seven hundred (1700) square feet of heated living space, excluding the square footage of any carport, garage, basement, deck, patio or porch. Two story residences must have at least two thousand two hundred (2200) square feet of heated living space, excluding the square footage of any carport, garage, basement, deck, patio or porch.
- Residence exteriors, and the exteriors of all other approved structures, must be constructed of a combination of shakes, board and batten and lap wood. No structure shall have an exterior constructed of vinyl siding, concrete block or metal siding.
- Foundations and pillars below main level, exposed crawl space or poured basement walls must be stacked stone. No exposed concrete or concrete block.
- Exterior façade must have craftsmen's accents such as shutters with wrought iron hinges. All exterior paint must be flat finish in a color selected from the alternatives provided by, or otherwise approved by, the Architectural Committee.
- Residence roofs must have a minimum of seven hips or gables, a minimum of two exposed dormers, a pitch of between 8 and 12 or more, and be real cedar shake shingles three quarters of one inch thick.
- All landscaping must be native to the area or the North Georgia mountains.

➤ *Villa Lot:*

- Residences must be one story or one with a loft and have at least one thousand seven hundred (1700) square feet of heated living space, excluding the square footage of any carport, garage, basement, deck, patio or porch. Two story homes are not permitted.
- Residence exteriors, and the exteriors of all other approved structures, must be constructed of brick, concrete board, stucco or exterior wood. No structure shall have an exterior constructed of vinyl siding, concrete block (with the exception of foundations) or

metal siding.

- Exposed concrete block or poured concrete foundations and site retaining walls must be covered with stone, brick, siding or stucco that complements the brick, concrete board, stucco or exterior wood.
- Exterior siding, stucco and trim must be light earth tones.
- Residence roofs must have a pitch between 10 and 12 and Owners must use cedar shakes, slate, tile, or Architectural Shingles (no 3-Tab) for roof construction in colors and textures that complement the brick, concrete board, stucco or exterior wood.
- Architectural Metal with baked-on enamel, flat finish, non-glare may be used only as accent roofing material.

Section 4.7 Owners are responsible for the acts and omissions of their contractors, sub-contractors, employees, suppliers and all other persons or parties involved constructing their residences, including, but not limited to, damage to other Lots, Roadways and Common Area. Owners must keep Lots clean and free of debris and keep unused materials in neat and orderly fashion during construction.

ARTICLE V ARCHITECTURAL REVIEW

Section 5.1 The Architectural Committee will (i) assist Owners in their compliance with this Declaration and any other rules and regulations adopted by the Board when creating plans and specifications for construction or alteration of improvements, and (ii) review such final plans and specifications. No Owner shall construct or renovate any structure or improvement on any Lot without the prior written approval of the Architectural Committee, which approval may be granted or withheld on a case by case basis at the discretion of the Architectural Committee.

Section 5.2 The Developer shall perform the role of the Architectural Committee until the date upon which Developer has sold seventy-five (75%) percent or more of the Lots. On or after such date, Developer shall appoint individuals chosen by Developer, in his sole discretion, to serve as the Architectural Committee for an initial term of one year. The Board shall thereafter appoint the members of the Architectural Committee, which appointments shall be for two year terms.

Section 5.3 An Owner desiring Architectural Committee approval of a construction or renovation project must submit to the Architectural Committee at least two weeks prior to planned commencement of construction or renovation, the following:

- A site plan showing the shape and size of the improvement as constructed or renovated and its location on the Lot;
- Construction plans that show compliance with applicable construction and safety codes, land use and zoning laws, environmental laws, and these Declarations; and
- An exterior elevation drawing of the proposed structure as constructed or renovated along with samples of proposed exterior varnishes or paints, if applicable.

Section 5.4 The Architectural Committee shall approve or reject plans and specifications within fourteen days of submission. In the event that the Architectural Committee fails to either approve or disapprove a submission within fourteen days after the date of submission, the plans and specifications shall be deemed approved. If the Architectural Committee withholds approval of an Owner's plans and specifications, the Owner may appeal the Committee's decision to the Board. However, the decision of the Board in any such matter is final.

Section 5.5 The Architectural Committee shall only determine whether the plans and specifications comply with the Declaration and the rules and regulations adopted by the Board. No Architectural Committee approval should be inferred to mean or be relied upon as evidence that the plans and specifications, if followed, (i) are the only approval required and that, if approved, the project complies with applicable laws; (ii) would yield a properly designed residence, (iii) would yield a residence built in a good and workman like manner. Architectural Committee approval does not imply warranties of good workmanship, design, quality, fitness for a particular purpose or merchantability.

**ARTICLE VI
LOT MAINTENANCE REQUIREMENTS
AND USAGE RESTRICTIONS**

Section 6.1 Metal buildings, mobile homes, double wide mobile homes, manufactured homes, round or octagonal shaped homes or re-located homes are not permitted on a Lot.

Section 6.2 All vehicles on or using the Roadways must have a current registration and must comply with the Georgia Department of Motor Vehicle requirements. No motorcycles or other external engine vehicles shall use the Roadways, except for in-frequent use by a guest of any Owner for entry and exit and for law enforcement.

Section 6.3 Lots must be maintained by their Owners at all times. Owners must:

- Keep all shrubs, trees, grass and plantings of every kind maintained, properly cultivated and free of trash.
- Keep the Lot free from signs of any type, except for one sign that does not exceed 24 inches by 24 inches advertising the Lot for sale or a temporary builder's sign, or such permits as required by law. Any sign displayed on the Lot shall be professionally lettered and neatly installed. However, no realtor signs of any kind shall be allowed to be placed on lot without prior written approval from the Developer.
- Keep Lots free from the storage of equipment, vehicles, or any item or thing that would cause the Lot to appear unkempt.
- Keep the Lot free from substances that emit or might emit an odor.
- Keep the Lot free from animals and birds, except for pets in a reasonable number for the pleasure of the Owner, and not for commercial purposes, for so long as the pets do not disturb other Lot Owners.
- Keep the Lot free of wrecked or untagged motor vehicles, utility trailers, household appliances or other items.
- Keep the Lot, and surrounding Roadways and Common Area free of buses, trucks, motor homes and recreational vehicle with more than four wheels, or keep such vehicles in a garage on the Lot and out of view.

**ARTICLE VII
COMMON AREA MAINTENANCE**

Section 7.1 Until Developer conveys the Common Areas and Roadways to the Association, Developer is responsible (i) for the management, maintenance, operation and control of the Common Area and Roadways, and all improvements thereon, (ii) for enforcement of this Declaration and such reasonable rules regulating use of the Common Area and Roadways, and (iii) for administering and enforcing the architectural standards and controls set forth in this Declaration. Developer may, in its sole discretion, convey the Common Areas and Roadways in a number of separate conveyances or in one conveyance.

Section 7.2 The Association shall accept the conveyance of all or part of the Common Area and Roadways when made by Developer and upon the terms established by Developer. On and after conveyance, the Association shall be responsible for the following with respect to the conveyed Property: (i) the management, maintenance, operation and control of the Common Area and Roadways, and all improvements thereon, (ii) enforcement of this Declaration and establishing and enforcing reasonable rules regulations for reserving and using the Common Area and Roadways, and (iii) administering and enforcing the architectural standards and controls set forth in this Declaration.

Section 7.3 Roadways shall be owned and maintained by the Developer until conveyed to the Association. Thereafter, the Association shall maintain the Roadways or dedicate the Roadways to the appropriate municipal authority. No Owner shall construct, or through constant use create, any other Roadway on the Property without prior permission of the Developer or, after conveyance to the Association, the Association.

**ARTICLE VIII
ASSESSMENTS AND ENFORCEMENT**

Section 8.1 Each Lot Owner is a member of the Association and is thereby subject to the Declaration, the Association's rules and regulations and Assessments. Membership in the Association is appurtenant to, and may not be separated from, an Owner's interest in any Lot. A Lot owned by more than one person or entity shall designate the Person who will act as Association contact person.

Section 8.2 On or before the first day of September of each calendar year, the Board shall, using its best judgment, estimate the Estimated Annual Common Expenses for the next calendar year. The Board shall thereafter send, or cause its appointed officer or agent to send, a notice to each Owner of such Owner's Assessment for the next calendar year.

Section 8.3 Assessments shall become due and payable on January 1 of each calendar year and must be paid on or before the first day of April of the same calendar year. Assessments not paid on or before the first day of April shall accrue interest at a rate of twelve percent (12%) per annum from the first day of April until paid.

Section 8.4 Assessments are the personal obligation of each Owner. The Association may, in its discretion, take such action as is necessary to collect delinquent Assessments, including, but not limited to, filing a lien upon a Lot or Lots of any Owner delinquent in payment and instituting legal action either in law or in equity to collect the Assessment, including foreclosure of the lien. A Lot Owner delinquent in the payment of Any Assessment shall be liable for any expenses or costs, including attorney's fees incurred by the Association, in collecting the same.

Section 8.5 Each Owner is liable for all Assessments applicable to a Lot, including any unpaid Assessments for periods prior to such Owner's purchase. Prospective Owners are deemed to have knowledge of whether previous Owners have paid all Assessments prior to acquiring a Lot. The Association shall furnish to an owner or a prospective Owner a certificate, signed by the Board or a person designed by the Board to so act, certifying whether Assessments have been paid. The Association may collect an administrative fee for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 8.6 In the event that the Developer or the Association determines that a Lot is not in compliance with the Declaration or rules and regulations adopted by the Board, the Developer or Association shall notify the Owner by mail or telephone. If the Lot is not in compliance within ten (10) days, the Developer or Association may engage a third party to cause the Lot to become in compliance and invoice the Owner for such cost plus an administrative fee equal to ten percent thereof.

Section 8.7 The Developer and Board have the power to enforce this Declaration and the rules and regulations adopted by the Board through self-help (including, by way of example, the towing of vehicles that are in violation of parking rules and the removal of pets that are in violation of pet rules), through filing and foreclosing a lien on a Lot on Lots, by a suit at law or in equity to enjoin any violation, by suit to recover monetary damages for the violation, and/or by imposing sanctions against the Owner(s). Damages for any violation shall include actual damages, fines, all attorney costs and fees and the cost of filing and foreclosing liens.

Section 8.8 In the event an Owner begins, continues or completes any construction or renovation without Architectural Committee approval prior to commencement, the Board may, in its sole discretion, impose such penalties as it shall determine reasonable in its sole discretion, including, but not limited to, restoring the Lot to its condition prior to beginning such construction or renovation.

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SIGNATURES ON THE FOLLOWING PAGE

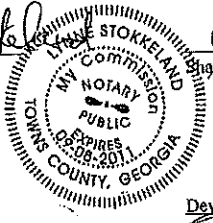
IN WITNESS WHEREOF, the Developer has executed this Supplemental Declaration of Restrictions, Limitations and Covenants as of this ___ day of January, 2008.

Developer as to Phase I of the Restrictions

[Signature]
Witness

Scott Corn
Scott Corn

Lynne Stokkeland
Notary Public
My Commission Expires
[NOTARY SEAL]



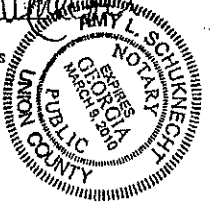
[Signature]
Sharon Corn

Developer as to Phase II of the Restrictions
IVY LOG DEVELOPMENT, LLC

[Signature]
Witness

[Signature]
By: Member

Amy L. Schuknecht
Notary Public
My Commission Expires
[NOTARY SEAL]



Scott Corn
By: Member

UNION COUNTY, GEORGIA
FILED & RECORDED January 18
20 08 AT 1:00 P, M.
RECORDED IN BOOK 744 PAGE 85-94

Allen Corley S.C.C.