

Return recorded document to:

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FOX LAKE

STATE OF GEORGIA
COUNTY OF UNION

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 (ii).

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 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 omit or might omit 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

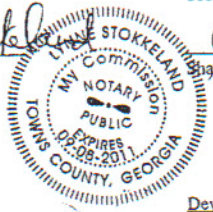
IN WITNESS WHEREOF, the Developer has executed this Supplemental Declaration of Restrictions, Limitations and Covenants as of this ___ day of January, 2008.

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. Schumacher
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

Aileen Conley S.C.C.

Return recorded document to:
Ivy Log Development, LLC
7030 E. Culberson Road
Blairsville, GA 30512

STATE OF GEORGIA

COUNTY OF UNION

AMENDMENT TO RESTRICTIONS FOR FOX LAKE SOUTH

That the undersigned by their presence hereby make, declare and impose upon the referenced parts of the property described, the following Amendment to Restrictions of Fox Lake South, by their signatures below, which shall be and constitute running with the land and shall be binding under it, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns of said property or any part, parcel or portion thereof, described as follows:

All that tract or parcel of land as more fully described on the attached Exhibit "A", Exhibit "B" and Exhibit "C", which descriptions are incorporated herein by reference and made a part hereof.

The undersigned parties agree to amend the Restrictions as follows:

- (1) The provisions of the Restrictions recorded in Deed Book 769, pages 649-716, Union County records shall be amended solely for the purpose of changing the subdivision name from Fox Lake South to Owen Glen. Hereinafter wherever the name Fox Lake South is reflected, same shall be known as Owen Glen.

Except as amended herein the provisions of Article I through Article XIV inclusive as set out in the aforementioned restrictions, are hereby incorporated by reference as if the same were set out in full.

In witness whereof, the owners hereby sat their hands and seals this, the 15 day of September, 2008.

Signed, sealed and delivered in the presence of:

Amy Christman
Witness

Lynne Stokkeland
Notary Public
My Commission Expires:



Ivy Log Land Company, LLC

Jack Lane
By:

[Signature]
By:

Signed, sealed and delivered in the presence of:

Amy Christman
Witness

Lynne Stokkeland
Notary Public
My Commission Expires:



Ivy Log Development, LLC

Jack Lane
By:

[Signature]
By: