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STATE OF GEORGIA  
COUNTY OF UNION

**AMENDMENT & RESTATEMENT OF DECLARATION OF  
RESTRICTIONS, LIMITATIONS AND COVENANTS RUNNING  
WITH THE LAND OF FOX LAKE SUBDIVISION**

This Amended & Restated Declaration of Restrictions, Limitations and Covenants Running with the Land of Fox Lake Subdivision (hereinafter "Fox Lake" or "Subdivision") is made this second day of December, 2020 by FOX LAKE HOMEOWNERS ASSOCIATION, INC., a Georgia non-profit corporation (hereinafter "Association" or "Homeowners Association").

Whereas, the original developer of Fox Lake, subsequent annexation of additional property, subjected the property described on attached Exhibit "A" to those certain covenants and restrictions as set forth in Deed Book 657, Pages 152-164, Union County, Georgia Records ("Original Declaration") and Deed Book 744, Pages 85-94, Union County, Georgia Records (hereinafter "Supplemental Declaration") (said property described on Exhibit "A" is hereinafter "Property")

Whereas, pursuant to Article VIII, Paragraph 8 of the Original Declaration, the Original Declaration may be amended by the "written agreement of the owners of at least three-quarters (3/4ths) of the total number of lots

Whereas it is the intent and desire of the lot owners of Fox Lake to wholly amend, restate, and supersede all prior covenants and restrictions of Fox Lake, to include the Original Declaration and Supplemental Declaration.

Whereas the Association is a validly existing Georgia non-profit corporation acting pursuant to its bylaws and this Amended & Restated Declaration.

Whereas, by the Association's signature hereto, the Association hereby certifies the written approval of at least three-fourths (3/4<sup>th</sup>) of the lot owners of Fox Lake with regard to this Amendment & Restatement of Declaration of Restrictions,

Limitations and Covenants Running with the Land of Fox Lake Subdivision, said written approval being filed in the Association's corporate records.

And whereas said owners of Property and the Association seek to be governed by the Georgia Property Owners' Association Act, O.C.G.A. TITLE 44 Chapter 3 Article 6 (O.C.G.A. §44-3-220-§44-3-225) and hereby submit to the provisions thereof.

Now Therefore, the Association, acting by and through its Board of Directors, does hereby establish these covenants and restrictions. The purpose of which is to ensure the use of said realty to the owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the subdivision, and thereby to secure to each present or future owners of said property the full benefit and enjoyment of their property. The restrictions and restrictive covenants are to run with the land and shall be binding upon all parties and persons owning lots, tracts or parcels in the subdivision known as Fox Lake as fully described on attached Exhibit "A".

If the owner(s) of such lots or any of their heirs, successors or assigns, should violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in the subdivision (Fox Lake) or the Association, as attorney in fact for the Association 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, 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 of enforceability of any of the other covenants contained herein. Invalidity 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 and future common roads, and common property and the use thereof. All covenants herein stated and any amendments or addition thereto, shall run with the land and shall be binding upon all persons or entities claiming under them.

## **ARTICLE I DEFINITIONS**

Section 1. "Association" shall mean and refer to the Fox Lake Homeowners Association, Inc., a Georgia Nonprofit Corporation.

Section 2. "Architectural Review Committee" shall mean the committee appointed by the Board of Directors (see Section 3 Below, in this article) for the purposes of reviewing and approving site plans, building plans and alterations by lot owners. The Architectural Committee shall consist of no less than three (3) lot owners who are not members of the Board of Directors of the Corporation. They will be officers of the corporation. The Architectural Committee is further defined in Article V, below, and the Fox Lake Homeowners Association, Inc. bylaws.

Section 3. "Board of Directors" or "Board" shall be the elected body of the Association having its normal meaning under the Georgia Nonprofit Corporation Act, its successors and assign. The board shall consist of not less than five (5), nor more than nine (9) Lot Owners who shall be elected annually at the annual meeting of the corporation. The Board of Directors is further defined in the Bylaws of the Fox Lake Homeowners Association, Inc

Section 4. "Common Property" shall mean all real and personal property now of hereafter owned by or titled in the name of the Association for the common use and enjoyment of the owners.

Section 5. "Common Expense" shall mean and include the actual and estimated expensed 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 of the Association, and the Articles of Incorporation.

Section 6. "Lot" shall mean a plotted portion of the property, other than the common Property, intended for independent use or ownership. Lots shall be shown on the plats of survey of Fox Lake Subdivision as recorded at Plat Book 58, Pages 230-235 dated July 18, 2006 in the office of the Clerk of Superior Court of Union County, Georgia. The term "Lot" shall not include an individual timeshare or fragmented ownership interest of an accommodation, the term "Lot" encompasses the entire accommodation and not any ownership interest therein existing.

Section 7. "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 (12) of this article. Each member shall have one vote in the Fox Lake Homeowners Association, Inc. regardless of the number of Lots owned. A lot owned by more than one person, either as tenants in common, or tenants with rights of survivorship, or a Trust, or a corporation, or an LLC, or a partnership, or other such entity, shall designate one individual as the "member" who has to authority to vote for the entity, regardless of the number of Lots owned.

Section 8. "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 9. "Mortgagee" shall include a beneficiary or holder of a deed to secure debt, deed of trust, as well as a mortgage. A "first mortgage" is the holder of a first priority deed to secure debt, deed of trust or mortgage on a Lot or Residential Unit.

Section 10. "Mortgagor" shall include the grantor of a deed of trust, as well as a mortgagor.

Section 11. "Notices" shall be sent to the address as provided by the 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 owners of a lot, tract or parcel, current and past, to provide the association a proper mailing address for notice, upon purchase of any lot, tract or parcel and/or a change of address by any owner, even upon the sale of any lot.

Section 12. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities of any Lot which is part of the Property 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 13. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 14. "Property" or "Properties" shall mean and refer to the real or personal properties described above and on attached Exhibit "A".



Section 15. "Additional property" shall refer to Real or Personal property lying within the parcel of land described on page one above that may become property of the Association by purchase or law or equity by way of money action or foreclosure.

## ARTICLE II ASSOCIATION

The FOX LAKE HOMEOWNERS ASSOCIATION, Inc., (also known as Association herein), which consists of all the owners in said subdivision and is and shall remain a Georgia Non-Profit Corporation.

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 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 Board of Director of 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 Property (Present and Future) for the benefit and enjoyment of all the association members. 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 Board deems it is necessary to pay actual costs of the same and adequate reserves. The Board shall designate annually the depository for said funds and said funds shall always be maintained in an institution that is insured by the Federal Depository Insurance Corporation. It is desirable that the account in which the funds are held is an interest-bearing account, unless such an account is not cost effective or restricts the ability to withdraw funds on a "as need basis". The Board shall also have the power and the authority to designate each year a person, firm, or corporation who shall manage and oversee collecting said assessments. Every such charge so made shall be paid by, or on behalf of each member in the Association and shall be due and payable by January 1 of each year.

The Board shall fix the amount of the annual charge per owner for the succeeding year by the first day of September of the current year and a 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. Any such charge 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 ten percent (10%) per annum on and after the second day of April. Any non-payment of dues or assessments will carry an additional ten percent (10%) penalty due and payable after the second day of April of the year the said payment is due. If the owner remains in arrears for a period of Three (3) months or greater, 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 the lot or lots subject to the charge shall, 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 subdivision (FOX LAKE) is hereby notified that by the act of acquiring such title, such person, firm, or corporation will be conclusively held to have covenanted and agree 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 (or Electronic Mail) signed by a person designated 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 for the purpose of maintaining the lake and common property as stated above. The Board is also authorized to make expenditures for annual meetings or other general membership meetings on site, provided the reserve account is not expected to have a negative balance at the end of the fiscal year.

All charges, assessments or fines set out in these restrictions shall be assessed and collected by the Board. 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.

### **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.

c) 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.

d) 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**

**LAND USE:** No lot may be subdivided without the expressed, written approval of the Board of Directors, and the Union County Health Department. 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 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 structure shall be used for commercial activity or business with the exception of a private home office. A private home office is defined as one room, completely housed in the residence and is used for personal and/or non-commercial business. No commercial vehicles, trailers, lawn mowers and equipment for a lawn service, or the like may be parked at a residence, except vehicles of those service providers who have been hired by the owner to maintain the grounds, or buildings. Long term rental of residences shall not be deemed commercial activity. Long term rental is defined as a



minimum of six (6) months. Rental of residences for less than a 6-month period shall be considered commercial activity and shall not be permitted.

1. **SETBACKS.** Residences and garages setbacks shall be 50 feet from the right-of-way on the front of lot and 30 feet from each side and back of lot. If property owner combines adjoining lots, the setbacks shall refer to the outermost lot lines. Driveways must have a Ten-foot (10') setback from the adjoining property line.
2. **CONSTRUCTION.** When house construction begins, work must be pursued diligently, and the exterior must be completed within twelve (12) months from start thereof and outside landscaping must be completed within nine (9) months of receiving the Certificate of Occupancy. 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 stockpiles or unused materials are kept in a neat and orderly fashion. Owner must gain approval from the ARC prior to commencement of construction as more fully set forth in Article V herein.

**HOUSE SIZE.** All houses shall be constructed with no less than eighteen hundred fifty feet (1850) square feet of heated living space on one floor, or twenty-five hundred (2500) square feet on two floors, with at least one thousand six-hundred (1600) square feet on the 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 3 shall appoint an Architectural Review Committee (hereafter known as the "ARC"). The Board of the Association shall advise and assist the ARC in the performance of its responsibilities. The function of the ARC shall include reviewing and approving plans and specifications which are submitted to the Association with proposals to construct or alter residential structures, garages or driveways upon the Lots. The

ARC shall also make recommendations to the Lot owner with respect to such plans and specifications pursuant to these covenants, restrictions and limitations. The Lot owner shall meet in person with the ARC before approval of plans to verify the Lot owner is aware of the covenants and restrictions governing the construction of residences, garages, driveways (hereafter stated in article VI of these covenants). All site plans, exterior building plans, alterations, additions and other plans must be approved by the ARC prior to commencement of construction. The determination and approval of all site plans, exterior building plans and alterations shall be binding, except that an owner may appeal the ARC decision to the Board. The process for an appeal to the Board of Directors shall include a letter, or electronic transmission (e-mail) to the chairperson of the ARC with copy to the Secretary of the Board stating the reason for requesting a variance to a specific ARC ruling. The Board will make a judgment on the request within 14 days, unless circumstances require additional information, in which case the 14-day time frame will begin when the additional information is provided.

No exterior improvements to any residential structure, garage, or driveway of any type 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 ARC. The approval may be granted or withheld on a case by case basis pursuant to the covenants. A lot owner that submits plans for building or alteration shall have a written decision regarding such plans and/or alterations within fourteen (14) days. Should there be no determination within fourteen (14) days the plans shall be deemed approved.

Legible plans and specifications which must be submitted to the ARC prior to the alteration or addition or the commencement of any residence, garage, driveway, or structure upon any Lot, as herein above provided, shall contain at least the following:

1. 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.
2. Building plans of the proposed structure which shall include an exterior elevation drawing of the proposed structure; (The ARC may ask for additional plans and drawings for clarification purposes, in which case the fourteen (14) day approval time shall not begin until all requested information has been submitted to the ARC)
3. A landscape plan for the Foundation Plantings.
4. In the case of exterior alteration or any existing residential structure, garage, or driveway a complete description of the alteration proposed to be made, including a sample of any varnishes or paints proposed to be used.

Once plans have been approved by the ARC, the owner must apply to and receive from the ARC an approval for any change in design, construction material, elevation change, or anything else that would affect the exterior appearance of any residential structure, garage, porch, deck, roof line, roof pitch, or anything else included in the approved plans.

In the event that any construction or alteration work is undertaken or performed without the application and approval as proved herein, said construction or alteration work may 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' sole expense. The Board of Directors of the Association shall have the sole authority to make the determination of a violation of this covenant.

The refusal to approve any plan, drawings, specifications, materials or location shall be based upon the covenants and may be based on aesthetic considerations, which are at the discretion of the ARC. All ARC decisions shall be binding, with the exception of appeal to the Board as stated above.

No approval of plans, drawings, location or specifications and no publication of architectural 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 workmanship 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 ARC.

## **ARTICLE VI CONSTRUCTION OF RESIDENCES**

1. **BUILDING MATERIALS.** Primary residential building material for residence and garage construction shall be brick, concrete board, stucco, exterior wood material. The use of manufactured products with similar appearance and durability characteristics as above may be approved by the Board on a case-by-case basis as new building materials may be introduced into the marketplace, excluding vinyl siding and aluminum siding. No 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. Primary finish colors for siding, stucco and trim must be confined to earth-tones or white. Colors must be submitted to the ARC for approval.

2. **ROOFING.** Primary residential roofing materials must be cedar shakes, shingles, fiberglass, asphalt shingles, or architectural shingles in colors and texture which complement the balance of the colors and materials used. Use of manufactured products with similar appearance and durability characteristics as above may be approved by the Board on a case-by-case basis as new building materials may be introduced into the market place. Architectural metal with baked on enamel, flat finish, non-glare shall be allowed as accent roofing material but not the primary roofing material. Accent roofs shall not be in excess of 30% (thirty percent) of the total roof area. All primary roofs shall be a minimum of 7-12 pitch.
3. **DRAINAGE.** No drainage ditches, cuts, swales, streams, impoundments, ponds or lakes, 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 Board. Consent as contemplated herein shall be determined by the ARC. 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 concrete and completed within three (3) months from receiving the Certificate of Occupancy.
4. **VISUAL EFFECTS.** Only wood, vinyl or factory painted metal fences will be allowed in the rear of residence. No farm type wire fences will be allowed. Compressors for central air conditioning units, generators, and play equipment must be located where it will have minimum visual impact on adjacent properties. All propane tanks must be buried underground within the boundary of such Lot.
5. **LIGHTING.** There shall be no exterior bright lights on Lots that burn all night. Motion detector lights shall be permitted.
6. **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 satellite dishes smaller than thirty-six



(36) inches should be placed out of sight of subdivision roads if possible. Any contractor, builder or lot owner shall be responsible for contacting the chosen provider for purposes of connecting to fiber optic and determining connection specifications.

7. **TREES AND SHRUBS.** No more than thirty percent (30%) of existing trees over five (5) inches in diameter shall be removed from the property, excluding those trees of any size within the expected footprint of the buildings. Any homesite, which has been altered from its natural state, shall be landscaped. The minimum landscaping consisting of the "Foundation Plants" (i.e., those plants planted close to the residential structures, garages to cover the foundation) shall be installed within three (3) months of receiving the Certificate of Occupancy. 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 two (2) above.
8. **EASEMENTS.** Each Lot abutting FOX LAKE has an exclusive easement area. The easement appurtenant to each Lot abutting FOX LAKE is a 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) above 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). The owner of the Lot may build or have built a dock within the easement area. The size not exceeding ten feet (10') by ten feet (10'). All dock construction must follow the "Guidelines for Docks" which is found in Exhibit "B" attached to this declaration. All owners of any Lot(s) within the Fox Lake Subdivision shall have the use of FOX LAKE subject to the Owner Easement Area and this declaration.

## ARTICLE VII COMMON PROPERTY

**LAKE AND CREEK USAGE.** No owner of any LOT in FOX LAKE shall be permitted to retrieve or collect water from the lake or creeks for any reason whatsoever. All Owners, guests, relatives or invitees of the Owner shall have the right to use the lake and use boats on the Lake provided the boat is less than

eighteen (18') feet in length and has NO gas-powered motor. Any use of FOX LAKE is granted subject to the Owner Easement Area and this declaration. Lake lot owners may

have a dock installed on their property. Architectural plans for the dock must be submitted to the ARC before any construction begins. Docks and walkways may not extend more than ten feet (10') from the shoreline. The dock must be located and permanently affixed within the boundary of the Lake Lot Owners Easement area as per paragraph 8, Article VI above. Docks may be installed on posts imbedded in the lake bottom, or may be on approved flotation devices. All specifications for docks will be provided by the ARC.

## **ARTICLE VIII MISCELLANEOUS**

**VEHICLES.** Motorcycles and vehicles shall be properly muffled and usable by Georgia Department of Motor Vehicle standards. The parking of buses or trucks, rated higher than four tons, shall not be permitted. No motor homes or RV units or boats on trailers shall be parked on any subdivision road. However, visiting guests in motor homes, or RV campers may park on the Lot belonging to the person whom the guest is visiting for a period not to exceed two (2) weeks in any four (4) week continuous period. RVs and boats on trailers which are being prepared to travel may be permitted to park at the Lot Owners residence while being loaded, unloaded, or cleaned. Any RV, or boat on trailer, or boat, may be stored on the Owner's lot only if garaged, or out of sight of subdivision roads.

**APPEARANCE.** No lot shall be used in whole or in part for any illegal activity nor for 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.

**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 builder's sign, or such permits as required by law. All said signs shall be professionally lettered and neatly installed.

**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 the expressed written permission from the Board of Directors of the Association.

**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, excluding chickens) which may be kept thereon in reasonable number as pets for the pleasure and use of the occupants. Dogs, cats, and birds may not disturb other neighbors.

**LOT UPKEEP.** All lots, whether vacant or occupied, shall be maintained in a neat and attractive matter or will become subject to mowing or other necessary maintenance by the Association. The cost of maintaining lots, after a certified letter has been sent to the lot owner by the Secretary of the Association regarding the failure to maintain the upkeep, shall be charged. The charge for upkeep shall be equal to the cost paid by the Association and an administration fee of 10% of the charge unless otherwise agreed upon by the lot owner and the Board of the Association.

**RESTRICTIONS TIME PERIOD.** The covenants, restrictions, easements, 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. Pursuant to the Georgia Property Owners Association Act these covenants, restrictions, easements, terms and conditions have no expiration date and are perpetual in nature. These covenants, restrictions, easements, terms and conditions may be amended at any time by the written agreement of the Owners of at least two thirds (2/3) of the total number of Lots within the subdivision. All such amendments(s) shall apply equally to all lots within the subdivision.

In witness whereof, the duly appointed officers of the Association have signed their name and affixed their seal, this second Day of December, 2020.

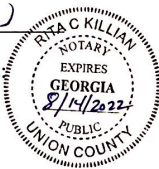
Signed, Sealed and Delivered  
in the Presence of:

**Fox Lake Homeowners  
Association, Inc.**

1 [Signature]  
Unofficial Witness

[Signature]  
By: Patricia Jackson  
Its: President 12/02/2020

[Signature]  
Notary Public  
My Commission Expires



[Signature]  
By: Linda Fussell  
Its: Secretary



**Exhibit "A"**

**All that tract of parcel of land lying and being in Land Lots 64-80-81-100-101, 9<sup>th</sup> District, 1<sup>st</sup> section, Union County, Georgia and being Lots One (1) through Lot Ninety Three (93) and Lot Ninety Five (95) through One Hundred Twenty Six (126) and Lots One Hundred Thirty One (131) through One Hundred Forty Seven (147) and all Fox Lake Homeowners Association common property, as shown on a plat of survey by Cleveland and Cox, Inc. RS dated July 18<sup>th</sup> 2006, as recorded in Plat Book 58, Page 230-235, Union County records which description is incorporated herein by reference and made a part hereof.**

**EXHIBIT B**  
**GUIDELINE FOR DOCKS**  
**ON FOX LAKE**

Architectural plans must be submitted to the Architectural Review Committee before beginning any dock construction.

Docks and walkway to the dock cannot extend more than a total of ten feet (10') from the shoreline. (i.e., the dock must be located and permanently affixed within the boundary of the Lake Lot Owners Easement area as per paragraph 8, Article VI, of the Covenants and Restrictions)

Docks may be installed on posts imbedded in the lake bottom or may be on approved flotation devices.

Docks and railings must be one of the following colors:

Silkens Semi-Transparent Stain, 520 Fog Grey (Ace Hardware)  
Sherwin Williams Semi Solids 3568 Weathered Grey  
Behr Premium 154 Chatham Fog  
Olympic Stains 917 Weathered Barnyard  
Other stains or paints of similar colors approved by the ARC

Docks may not be higher than sixty inches (60") above the waterline at the highest point on the dock.

Dock floors must be at least two feet (2') from the waterline.

No covered docks are permitted

Railings must be wood; any pickets must also be wooden. All exposed surfaces must be the same color as the dock.

Docks must be kept clear of all items except when these items are in use. Wooden furniture stained the same color as the dock shall be the only permanent furniture on the dock.

No permanent storage of any kind shall be permitted.