

------(Space Above Reserved For Recording)-----

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

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DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR FOX CHASE SUBDIVISION

THIS DECLARATION, made this 23rd day of December, 2016, by Caran Properties, LLC, a Georgia limited liability company (the "Declarant").

WHEREAS, Declarant is the owner of certain real property in the County of Effingham, State of Georgia, known as Fox Chase Subdivision (hereinafter also sometimes referred to as the "Development"), which is more particularly described on Exhibit "A" attached hereto and incorporated herein.

NOW THEREFORE, Declarant hereby declares that all of the property described above, together with such additions as may hereinafter be made thereto as provided in Article II, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

THIS DECLARATION DOES NOT AND SHALL NOT BE CONSRUED TO CREATE A CONDOMINIUM WITHIN THE MEANING OF THE GEORGIA CONDOMINIUM ACT, O.C.G.A. §§ 44-3-70, ET SEQ. THIS DECLARATION DOES NOT AND SHALL NOT BE CONSRUED TO CREATE A PROPERTY OWNERS' ASSOCIATION SUBJECT TO THE GEORGIA PROPERTY OWNERS ASSOCIATION ACT, O.C.G.A. §§ 44-3-220, ET SEQ.

ARTICLE I: DEFINITIONS

Section 1. "Association" shall mean and refer to the **Fox Chase Subdivision Homeowners Association, Inc.**, its successors and assigns.

Section 2. "Board of Directors" or "Board" shall mean the Board of Directors of the Fox Chase Subdivision Homeowners Association, Inc.

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Section 3. "**Builder**" shall mean a person or entity to which Declarant has sold an unimproved Lot or Lots for the purpose of constructing a single-family residential dwelling thereon.

Section 3. "**Bylaws**" shall refer to the Bylaws of the Fox Chase Subdivision Homeowners Association, Inc., as may be enacted and amended in accordance with this Declaration.

Section 4. "**Common Area**" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association shall be all of the Property saving and excepting therefrom all of the individual Lots to be conveyed to the Owners. The Common Area is to include, but not limited to, all private roads and right-of-ways, sewer and water systems, greenspaces, entrances (including private gates and associated equipment), docks, paths, walkways and recreational areas. Said Common Area may more particularly appear on the subdivision map(s) to be recorded in connection with the Development (hereinafter the "Subdivision Map"). The Common Area shall be conveyed to the Association free and clear of encumbrances.

Section 5. "**Declarant**" or "**Developer**" shall mean and refer to **CARAN PROPERTIES, LLC**, its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "**Development**" shall mean the Fox Chase Subdivision, Effingham County, Georgia, a subdivision of single-family lots and common area.

Section 7. "**Development Standards**" shall mean the standards of conduct, maintenance or other activity generally prevailing in the Development. Such standards may be more specifically determined by the Board of Directors of the Association.

Section 7. "**Lot**" shall mean and refer to any plot of land for residential use to be conveyed to an Owner, as shown upon any recorded Subdivision Map of the Property with the exception of the Common Area.

Section 8. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "**Person**" shall mean and refer to a natural individual person, a corporation, a partnership, a limited liability company, or a fiduciary acting on behalf of another person or any other legal entity.

Section 10. "**Property**" shall mean and refer to that certain real property hereinbefore described as shown on Exhibit "A" attached hereto, and such additions thereto as may hereafter

be subjected hereto and brought within the jurisdiction of the Association. Any such additions hereafter subjected hereto shall be adjacent to the property described on Exhibit A.

Section 11. "Unit" shall mean a completed fee-simple structure constructed on an individual Lot.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Fox Chase Subdivision, Chatham County, Georgia, and is more particularly described in Exhibit "A" attached hereto.

Section 2. Additions to Existing Property. The Declarant shall have the right, but not the obligation, to subject any property adjacent to the Development by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to such additional property, or by making any conveyance subject to this Declaration.

ARTICLE III: PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded; and

(b) the rights of the Association to promulgate rules, policies and regulations governing the use of the Property, and to levy fines for any violations thereof.

Section 2. Delegation of Use. Subject to the Bylaws, any Owner may delegate or assign said Owner's right of enjoyment to the Common Area and facilities to the members of the Owner's immediate family, other persons who inhabit the Unit with the Owner, tenants of the Owners, or successors in title to any Unit.

ARTICLE IV: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Included as a member of the Association is the Declarant, so long as it is a record owner of any Lot or Unit as herein provided. The foregoing is not intended to include mortgagees or other persons or entities who hold an interest

in a Lot merely as security for the performance of an obligation. Ownership of a Lot shall be the sole qualification or requirement for membership in the Association and each Owner shall remain a member of the Association until such time as the Owner's ownership ceases for any reason, at which time the Owner's membership in the Association, together with said Owner's undivided interest in the funds and assets of the Association, shall automatically terminate.

Section 2. Voting Classes. The Association shall have two classes of voting membership:

(a) Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) Class A vote for each Lot to which said Owner holds record title. Should there be more than one (1) record title owner of a Lot, the vote for such Lot shall be exercised as such co-Owners of the Lot may determine, but in no event shall more than one (1) Class A vote be cast with respect to any Lot.

(b) Class B: Declarant shall be the sole Class B member and shall be entitled to six (6) votes for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership upon the earlier of:

(i) the date upon which the total votes outstanding in the Class A membership equal or exceed the total outstanding votes in the Class B membership;

(ii) Five (5) years following conveyance of the first Lot to an Owner, after which time the Class B member shall become a Class A member, with the same rights and votes pertaining to ownership of Lots in the Development; or

(iii) When, in its sole discretion, Declarant so determines and declares in a duly recorded instrument.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within the Property by Declarant, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor and whether or not such deed of conveyance expressly provides therefor, is deemed to covenant and agrees to pay to the Association: (a) annual assessments, dues, and/or charges, and (b) special assessments for capital improvements or as otherwise provided herein.

Section 2. Liability for assessments. All such assessments shall be established and collected as hereinafter provided; provided, however, that the Declarant shall be exempt from such assessments for a period of five (5) years from the date of the recording of this Declaration, excepting any such Lots which may be owned by the Declarant and leased by Declarant to a tenant. The assessments, together with interest thereon at ten (10%) percent or the maximum interest rate then allowed by law, and costs and reasonable attorney's fees actually incurred in

collecting any such assessment shall be a charge on the land and shall constitute a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon at ten (10%) percent or the maximum interest rate then allowed by law, costs and reasonable attorney's fees actually incurred in collecting any such assessment shall also be the personal obligation of any Persons who held record title to any such Property at the time when the assessment thereupon became due and payable. Should title to any Lot be held by more than one Persons, the obligation for delinquent assessments shall be shared jointly and severally between any and all such Persons; and where record title to any Lot is held by an entity, all individual members, managers, shareholders, and corporate officers of said entity Owner shall be jointly and severally liable for delinquent and unpaid assessments. No provision of this Declaration shall be construed to give any Owner or any other party priority over any rights of the first or senior mortgagee of any Lot, provided said mortgagee's interest in the Lot is evinced by a duly recorded instrument.

Section 3. Purpose of Assessments. Any assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area, and for other obligations as provided herein, including, but not limited to, preservation of the Lots' value.

Section 4. Annual Assessment. Until January 1, 2018, the maximum annual assessment shall be Two Hundred and Fifty No/100 Dollars (\$250.00) per Lot, which shall be paid in yearly installments on or before January 1st of each year, subject to the option of the Board of Directors of the Association to elect to establish a different and/or more frequent assessment period.

(a) From and after January 1, 2018, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 2018, the maximum annual assessment may be increased above five percent (5%) by Declarant until such time as Declarant shall have relinquished control of the Association as provided herein, and thereafter, by a vote of the assent of two-thirds (2/3) of the total votes of all members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors of the Association (hereinafter also the "Board of Directors") may fix the annual assessments at an amount not in excess of the maximum allowed hereby.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto; provided that any such assessments will require approval from the Declarant until such time as Declarant shall have relinquished control of the Association as provided herein, and thereafter, by a vote of the assent

of two-thirds (2/3) of the total votes of all members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 4 and 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present at a meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The necessary quorum for voting by the membership on all other matters shall be as provided in the By-Laws of the Association.

Section 7. Uniform Rate of Assessment. Unless otherwise provided for herein, both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The Board of Directors of the Association shall promptly advise each Owner in writing of the estimated annual amount of the assessment for each Lot as so determined by the Board of Directors and shall furnish each Owner with a copy of the budget on which such estimate is based and, upon request, shall furnish a copy of such budget to the mortgagee of such Lot. If the said estimated amount proves inadequate for any such year for any reason, including nonpayment of any Lot Owner's assessments, the Board of Directors may, at any time or from time to time, levy special assessments to cover such inadequacy.

Section 9. Commencement of Obligation to Pay Assessments. The assessments provided for herein shall be established on the assessment year basis unless and until the Board of Directors of the Association elects to establish a different and/or more frequent assessment period. The annual assessments provided for herein shall commence as to each Lot upon the conveyance of each Lot by the Declarant to an Owner who is not a Builder. The first year's assessment for each Lot shall be adjusted according to the number of days remaining in the assessment year after the date of such issuance.

Section 10. Proof of Payment of Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its commencement.

Section 11. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall incur a five (5%) percent per annum late penalty. The Association may bring an action at law against the Owner

personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of any Lot.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any prior recorded deed to secure debt or mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a prior recorded deed to secure debt or mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof. No sale or transfer of any Lot shall relieve its Owner from personal liability for unpaid assessments incurred, or which accrued, during said Owner's record ownership thereof.

Section 13. Exemption for Assessments for Property Owned by Declarant or Builder. The Declarant and/or Builders may be exempt from annual assessments on unoccupied Lots only during the Class B membership provided and for so long as Declarant or Builder shall fund all Association operating deficits. A Lot initially occupied or conveyed to an Owner other than the Declarant or Builder shall be fully assessed. The obligation to fund budget deficits is a lien against all the land owned by the Declarant or Builder, as appropriate, included within the Property.

ARTICLE VI: INSURANCE

Section 1. Hazard Insurance on Common Area. The Association's Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area, and in the Board's sole discretion, on any area for which the Association has maintenance obligations. This insurance shall include fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may, but is not required to, purchase "all-risk" coverage in like amounts.

Section 2. Association Liability and Directors' and Officers' Liability Insurance. The Board shall obtain a public liability policy applicable to the Common Area covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least one million (\$1,000,000.00) dollars.

Section 3. Premiums and Deductibles on Association Policies. Premiums for all insurance obtained by the Association shall be a common expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Section 4. Policy Terms. All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the respective benefited parties, as further identified in subparagraph (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Georgia.

(b) All policies on the Common Area shall be for the benefit of the Association and the Owners. Any policies covering improvements on Lots shall be for the benefit of the Association, Lot Owners and their Mortgagees, as their interest may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(e) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available.

(f) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

i. a waiver of subrogation by the insurer as to any claims against the Board, the Association's manager, the Owners and their respective tenants, servants, agents, and guests;

ii. a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

iii. a provision that no policy may be canceled, invalidated, suspended or subjected to non-renewal on account of any one or more individual Owner(s);

iv. a provision that no policy may be canceled, invalidated, suspended, or subjected to non-renewal on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized agent without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its agent, any Owner or Mortgagee;

v. that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

vi. that no policy may be canceled or substantially modified or subjected to non-renewal without at least thirty (30) days' prior written notice to the Association.

Section 5. Additional Association Insurance. In addition to the other insurance required by this Article, the Board shall be authorized to purchase any other such insurance policies, and in such amounts, as the Board, in its sole discretion, deems necessary or advisable.

Section 6. Insurance Deductibles. In the event of an insured loss under the Association's casualty policy, any required deductible shall be considered a maintenance expense to be paid by the Association or the Person or Persons who would be responsible for such loss in the absence of insurance in the same proportion for which they otherwise would be responsible bears to the total damage incurred.

ARTICLE VII: ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Property, other than those constructed by the Declarant, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In addition, if required by law, zoning or any other regulation, then no addition to or change or alteration to a Unit by any Owner shall be made until the plans and specifications showing the nature, kind, shape, height, materials proposed for use, color, and location of the same shall have been submitted to and approved by the appropriate governmental entity charged with responsibility for review and approval of such applications. Any such applications, and the costs and expenses thereof, shall be the sole and entire responsibility of the Owner(s) seeking such changes or alterations. Commencement of any activities allowed under this Article shall begin within ninety (90) days following compliance with this Article and such activities shall be completed within one hundred eighty (180) days thereafter, unless longer time periods are allowed by the written consent of the Board of Directors, or its designated committee.

ARTICLE VIII: GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Should the Association seek to enforce any of the covenants, conditions and restrictions contained herein (or

any rules and regulations promulgated by the Association in accordance with the terms hereof) against an Owner, such Owner shall reimburse the Association for all costs, including reasonable attorney's fees actually incurred in such enforcement. The Association may levy fines for any violation of the covenants, conditions and restrictions contained herein or any rules and regulations promulgated by the Association in accordance with the terms hereof, and any such fines shall constitute a lien upon the Lot in the same manner as unpaid assessments constitute a lien pursuant to the terms hereof.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless at the expiration of any twenty (20) year term or any ten year extension period the covenants and restrictions are expressly terminated by an instrument signed by not less than seventy-five (75%) percent of the Owners. A termination must be recorded.

Section 4. Information. The Association is required to make available to Owners and lenders, and to holders, insurers or guarantors of any first mortgage, or deed to secure debt current copies of the Declaration, Bylaws, other rules concerning the Development and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder of a first mortgage or deed to secure debt is entitled, upon written request, to a financial statement for the preceding fiscal year of the Association.

Section 5. Contracts. The Association, prior to passage of control, shall not be bound either directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of any contract or lease without cause, which is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days notice to the other party thereto; provided, however, that no contract shall be terminated prior to the end of its initial term, which initial term shall not exceed one (1) year.

Section 6. Emergency Repairs. The Association shall have a reasonable right of entry upon any Lot to make any emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Development.

Section 7. Permits. The Association shall have the right to grant permits, licenses and easements over the Common Area for utilities, roads or other purposes reasonably necessary or useful for the proper maintenance and operation of the Development.

Section 8. Lender's Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any such

eligible mortgage holder or eligible insurer or guarantor will be entitled to a timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or any one Lot upon which there is a first mortgage or deed to secure debt held, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) Any delinquency of assessments or charges owed by an owner subject to a first mortgage or deed to secure debt held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 9. Easement. Declarant hereby reserves for itself, its agents, assigns, invitees and designees, an easement of ingress and egress for pedestrian and vehicular access across the streets, roads, parking facilities and Common Areas of the Property and a blanket easement for the construction and repair of utilities upon the Property.

ARTICLE IX: RESTRICTIONS ON GENERAL USE

The use of the Lots shall be in accordance with the following provisions:

Section 1. Residential Use. Each Unit is hereby restricted to use by its Owner, the Owner's family, servants and guests, tenants or lessees, as a residence only and shall in no event be used at any time for any purpose other than residential purposes.

Section 2. Dwelling Quality and Size.

(a) A dwelling shall not have less than 1,200 square feet of heated ground-floor area and no dwelling shall have less than a one-car garage measuring at least 10 by 20 feet.

(b) No dwelling shall be erected on a Lot which does not include a parking space consisting of a durable surface which is sufficient in size to park at least one automobile, and a durable surface driveway connecting said parking space with the street.

(c) No building shall be located on a Lot except within the building setback lines as shown on the Subdivision Map.

(d) No improvements may be placed in or upon land reserved for easements as shown on the Subdivision Map.

Section 2. No Subdivision. No Lot may be divided or subdivided into a smaller Lot, nor any portion thereof separately sold, leased, rented or otherwise transferred. No structure of a temporary character, basement, trailer, tent, shack, carport or other outbuilding shall be erected or used as a residence or for any other purpose on any portion of the Property at any time.

Section 3. Obstruction Of Common Area. There shall be no obstruction of Common Area, nor shall anything be stored in the Common Area without the prior written consent of the Board of Directors.

Section 4. No Hazardous Materials. Nothing shall be done or kept on any Lot or in the Common Area which will increase the rate of insurance on any portion thereof, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept on his Lot or in the Common Area which will result in the cancellation of insurance on any portion thereof, or which would be in violation of any law. No waste will be permitted on the Common Area

Section 5. Exterior Decorations. Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls, doors, patios, decks or balconies of any portion of the Property, and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof, decks, patios or balconies or any part thereof or exposed on or at any window without the prior written consent of the Board of Directors. All interior window treatments, blinds, shutters, shears, curtains, drapes, and coverings which are visible to the outside shall be of white, beige, off-white or opaque coloring, unless otherwise approved by the Board of Directors.

Section 6. Nuisances. No noxious or offensive activity shall be maintained or carried on any Lot or in the Common Area, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to any other Owner or occupant. No Owner shall make or permit any disturbing noise on the Property, or any portion thereof, by himself, his family, servants, guests, tenants or lessees, nor do or permit anything by any of such persons that will interfere with the rights, comfort or convenience of other Owners. No clothes, sheets, blankets, laundry or any kind of other article shall be hung out of a building or exposed on a patio, deck or balcony or on any part of the Common Area. The Common Area and each Lot shall be kept free and clear of rubbish, debris and other unsightly materials, objects, or decorations.

Section 7. Garbage Containers. No garbage cans shall be placed in the Common Areas, except as may be of a design and at a location approved by the Board of Directors. The Association shall not be responsible for the provision of any refuse containers. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition. If such equipment is visible from the street, it must be kept in an area enclosed by a fence or well-maintained landscaping hedge.

Section 8. Parking Areas. Except in designated areas, if any, parking areas located in the Property shall be used for no purpose other than to park the personal vehicles of Owners, their guests, tenants and lessees, specifically excluding commercial vehicles, trailers, campers, recreational vehicles, motor homes, boats, and disabled vehicles or vehicles under repair. This prohibition shall not apply to the temporary parking of service vehicles used for maintenance purposes or temporary parking of prohibited vehicles for loading and unloading purposes. In addition, there shall be no overnight parking on the Common Area, including without limitation the streets, unless expressly provided for otherwise by the Board of Directors.

Section 9. Common Area Use. No planting or gardening shall be done and no fences, hedges or walls shall be erected or maintained within the Common Area except as the Board of Directors, in its sole discretion, may deem appropriate. No sidewalks, doorsteps, entrances and passageways shall be obstructed, encumbered or used other than for the ingress or egress to and from units. These restrictions are for the mutual benefit, safety and protection of all Owners, residents and visitors.

Section 10. Pets. It will be the responsibility of the owners of any pets to keep their pets leashed when outdoors in the Development and to clean up any and all pet waste. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot or Unit, with the exception of usual and common household pets in reasonable number, including, but not necessarily limited to, cats and dogs, other than those dogs known to have a proclivity to bite or act aggressively towards humans or other animals. No animals shall be kept, bred or maintained for commercial purposes without prior written Board approval. All pets shall be reasonably controlled by the owner whenever outside a dwelling and shall be kept in such a manner as to not become a nuisance by barking, growling or other related acts. The owners of the pet shall be responsible for all of the pet's actions. If, in the sole opinion of the Directors or Officers of the Association, any animal becomes dangerous or an annoyance or nuisance in the Subdivision or to nearby property or destructive of wildlife, such animal shall be removed from the Subdivision.

Section 11. Owner's Maintenance. All maintenance of Lots and all structures, parking areas, landscaping and other improvements located on Lots shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Development Standards and this Declaration. Each Owner shall be responsible for properly maintaining Owner's individual Lot by periodically cutting the grass, clearing undergrowth and otherwise undertaking and doing all things necessary to maintain an appealing appearance of the Lot. In the event that the Board determines that any Owner has failed or refused to properly maintain, repair or replace items for which the Owner is responsible, the Association may give Owner such written notice of the maintenance, repair or replacement deemed necessary and the Association's intent to provide the necessary maintenance, repair, or replacement. If the Owner fails to complete such repairs within fourteen (14) days, the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense and all costs shall be a specific assessment against such Owner and Owner's Lot.

Section 11. Other Restrictions, Rules and Regulations. The Association, through its Board of Directors, shall have the authority to promulgate and publish such additional restrictions, rules and regulations governing the use of the Property. The Board of Directors shall be empowered to enforce compliance with the provisions of this Declaration, the Bylaws of the Association and any rules and regulations adopted by it, and shall have the authority to levy fines for violations thereof. All costs incurred by the Association to enforce a provision in the Declaration, Bylaws or other rules and regulations promulgated by the Association, including reasonable attorney's fees, may be assessed against the Owner in violation of the provision, and collected as an assessment pursuant to this Declaration.

ARTICLE X: CONDEMNATION, LOSS OR DESTRUCTION

Section 1. Condemnation. The Association shall represent the Owners in any condemnation proceeding or in negotiations, settlements and agreements with any condemning authority for acquisition of the Common Area, or any part thereof. For such purpose, the Owners hereby appoint the Association as attorney-in-fact. In the event of such a taking, the award or proceeds of settlement shall be payable to the Association for the use and benefit of the Owners and their mortgagees as their interest may appear.

Section 2. Partial Loss or Destruction. The Association shall represent the Owners in any proceedings, claims or negotiations in connection with partial loss or destruction of the Common Area. For such purpose, the Association is named by the Owners as attorney-in-fact. In the event of any such partial loss or destruction, any award or proceeds of settlement shall be payable to the Association for the use and benefit of the Owners and their mortgagees as their interests may appear.

ARTICLE XI: MODIFICATION

By recorded supplement, this Declaration may be modified or amended:

(1) By Declarant until such time as Declarant shall have relinquished control of the Association as provided herein, except that any modification concerning termination of the legal status of the development shall require the requisite consent described in paragraph (2) hereof; and, thereafter;

(2) By the affirmative action of seventy-five (75%) percent of the votes of the Association at a meeting called and held in the manner prescribed in the Bylaws for amendments thereof; provided, however, that the consent of Owners to which at least seventy-five (75%) percent of the votes of the Association are allocated and the approval of the lenders holding deeds to secure debt on Lots which have at least seventy-five (75%) percent of the votes of Lots subject to deeds to secure debt shall be required to terminate the legal status of the Development. Provided further, however, the consent of the Owners of Lots to which at least seventy-five (75%) percent of votes in the Association are allocated and the approval of lenders holding deeds to secure debt on Lots which have at least fifty-one (51%) percent of the votes of Lots subject to

deeds to secure debt shall be required to add or amend any material provisions to this Declaration which establish, provide for, govern or regulate any of the following:

- (a) Votes;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of Common Area or Lots;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the Common Area;
- (f) Responsibility for maintenance and repair;
- (g) Expansion or contraction of the Development or the addition, annexation or withdrawal of property to or from the Development, except as provided hereinabove;
- (h) Boundaries of any Lot;
- (i) The interests of the Common Area;
- (j) Convertibility of Lots into Common Area or Common Area into Lots;
- (k) Leasing of Lots;
- (l) Imposition of any right of first refusal or similar restriction on the right of Lot Owners to sell, transfer or otherwise convey his or her Lot or any interest therein;
- (m) Any provisions which are for the express benefit of lenders, holders, insurers or guarantors of deeds to secure debt.

(3) Any addition or amendment to this Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any lender who receives a written request to approve additions or amendments and who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

[Signatures on the following page]

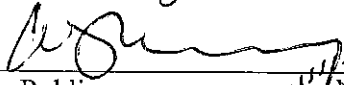
IN WITNESS WHEREOF, the undersigned, being the Declarant herein,
has hereunto set his hand and affixed his seal this 27th day of December, 2016.

Caran Properties, LLC

By: 
Rande Duke, Manager

Signed, sealed and delivered in
the presence of:

Anna Myers
Witness


Notary Public
My Commission Expires:

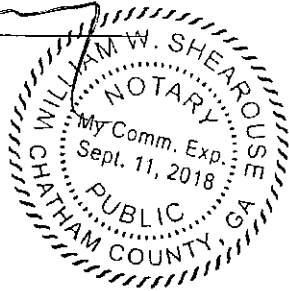


Exhibit "A"

All those certain lots, tracts or parcels of land situate or lying in the 11th G.M. District of Effingham County, Georgia, being known as Fox Chase Subdivision, as more particularly described on that certain subdivision map prepared by Sundial Land Surveying for Caran Properties, LLC, entitled "Major Subdivision Plat Fox Chase Subdivision Being a Subdivision of Portion of the Former Mary Elizabeth Fryermuth Estate, 11th G.M. District, Effingham County, Georgia", which has been recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Book D183, Page C1, to which map reference is hereby made for a more particular description of the property herein described; subject, however, to all valid easements, restrictions, zoning ordinances and rights-of-way of record affecting subject property, if any.