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BY: ML  
PAM THOMPSON, CLERK

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COURT  
PIKE COUNTY

## **RESTRICTIVE COVENANTS FOX TALES SUBDIVISION**

**DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENT RESERVATIONS AFFECTING AND APPLICABLE TO ALL THE RESIDENTIAL LOTS, TRACTS OR PARCELS OF LAND, LOCATED IN LAND LOTS NOS. 6 AND 7 OF THE SECOND LAND DISTRICT OF PIKE COUNTY, GEORGIA, AND BEING KNOWN AND DESIGNATED AS THE RESIDENTIAL SUBDIVISION LOTS LOCATED IN PHASE ONE (SEE EXHIBIT "A") AND PHASE TWO (SEE EXHIBIT "B") OF FOX TALES SUBDIVISION**

GEORGIA, PIKE COUNTY:

In consideration of the proper and orderly development of Phase One and Phase Two of Fox Tales Subdivision, hereinafter referred to at times as collectively as the "Property", the adequacy and sufficiency of said consideration being conclusively acknowledged, the undersigned owner of the Property, STS DEVELOPMENT GROUP SUNNYSIDE, LLC, hereinafter referred to as the "Developer", declares and confirms this Declaration of Restrictions, Covenants and Easements to hereafter regulate and control the development and uses of the subdivision lots located and to be developed in Phase One and Phase Two of Fox Tales Subdivision, now restricting and controlling the future use of the Property as follows:

### **EFFECT OF DECLARATIONS**

Each of the delineated subdivision lots in Phase One and in Phase Two shall hereafter be held, owned, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the provisions of these presents. Further, until such time as the

Home Owners' Association for said subdivision has been activated as hereinafter provided, the Developer or its designee shall have the absolute right, in its or its designee's sole and unfettered discretion, to hereafter amend, modify, or terminate any of the covenants, restrictions, easements or declarations herein contained and shall also have the right to impose such other and further covenants, restrictions, easements or declarations as shall be determined to be in the best interests of the Property.

### **GATED COMMUNITY**

The Property shall be a residential Gated Community with access therein limited to the residents, their guests, contractors, and others with provable legitimate and proper need for such access. The streets and roadways within the Property shall be maintained as private streets, not available for use by the members of the general public who are without provable, legitimate and proper need for access to the Property. The private streets within the community shall initially serve Phase One but shall also be and remain available for the development of Phase Two and the use and access of its residents. Until such time as the Home Owners' Association for said subdivision has been activated as hereinafter provided, the Developer or its designee shall control and maintain the private streets and roadways, and the equipment and devices limiting access to and the use of said private streets and roadways of the Property. The devices and equipment utilized by the Developer to limit such access are designed and in place only to provide reasonable minimal control over access to the Property through its streets and roadways, and in no way or manner can said devices and equipment guarantee the security of the Property or its residents.

### **PUBLIC SAFETY**

As the streets and roadways within the Property will be privately owned, there will be no routine or regular patrol of those streets by any public law enforcement agency. To provide for the safety and well-being of the Property, the residences located within the subdivision and the residents residing therein, the Property will be accessible at all times by police, fire and other public safety authorities through the use of the gated facilities providing that access to the private streets and roadways of the Property.

## UTILITY EASEMENTS

There is specifically reserved as to each of said subdivision lots comprising the Property a utility easement area, five feet in width contiguous to and running parallel with each front, rear and side lot boundary line of every delineated lot in the subdivision. Said utility easement areas shall remain open and available for the construction and maintenance of utilities for the delineated lots in the subdivision.

## ARCHITECTURAL CONTROL AUTHORITY

The initial Architectural Control Authority (hereinafter at times referred to as the "Authority") shall be the Developer or its duly authorized designee, and as such, this Authority shall have the final and unappealable authority to make any decision on the suitability of any and all proposed improvements to be constructed or placed on any of the residential subdivision lots of the Property. For the purposes of the necessity for such approval, the design and placement of all residences, out-buildings, fencing and all other construction or erection to be placed upon any subdivision lot shall be subject to the prior review and approval of the Authority. No improvements of any type shall be erected, constructed, or maintained on any of said delineated residential lots until the plans and specifications of such improvements have been submitted to the Architectural Control Authority and approved by that Authority in writing. The Authority shall have the absolute discretion to determine if adequate plans and specifications have been provided for review and to thereafter determine whether or not the improvements proposed are acceptable for construction or erection on any of the residential subdivision lots of the Property.

## GENERAL RESTRICTIONS

(1) **Residential Only:** Each of said delineated subdivision lots shall be used only for residential purposes only, and no lot shall be further

subdivided without the prior written approval of the Architectural Control Authority.

(2) **Construction Requirements:** Only one single family residence shall be constructed on each of said lots, and no residence shall be constructed thereon with less than 2200 square feet of enclosed heated and cooled living area. Any residence with more than one story shall have not less than 1500 feet of enclosed heated and cooled living area on the first floor exclusive of any garages. At least thirty percent (30 %) of the front facing facade of all primary residential structures shall be constructed or faced with masonry material, either brick or decorative rock as approved and authorized by the Architectural Control Authority. All buildings erected or constructed on any lot shall only be erected or constructed within the front, side and rear set-back lines shown on the above referred to plat of survey.

(3) **Approval for all Construction:** Prior to the construction of any improvements or any structure of any type or kind upon any subdivision lot, which shall include the primary residence, any appurtenant outbuilding, and any fencing, the plans therefor and the drawings thereof must be approved in writing by the Architectural Control Authority.

(4) **Outbuildings:** Only one outbuilding separate from the primary residence shall be placed, constructed or allowed on each residential lot. Only outbuildings approved in writing prior to construction or placement by the Architectural Control Authority, appurtenant to the primary residence, shall ever be placed, constructed, or allowed on any lot, and no outbuilding shall ever be used to provide any residential accommodations.

(5) **Prohibited Structures:** No mobile home, modular structure, single or double-wide trailer, recreational vehicles, camping trailers, or similar items or structures shall ever be utilized as a residence, outbuilding or an appurtenance to the primary residence. No recreational vehicles, including without being limited to, camping trailers and motor homes, shall be parked or stored on any lot for a period in excess of seven (7) consecutive days.

(6) **Proper Septic Facilities:** All residences constructed upon subject lots shall have adequate septic tank facilities, and all such septic tank facilities shall be constructed and maintained in accordance with applicable building and sanitary ordinances and regulations of the State of Georgia, City of Williamson and Pike County, Georgia.

(7) **Maintenance of Lots:** All of the lots and the improvements thereon shall be maintained in a neat and orderly condition, each subdivision lot shall be sodded with appropriate grassing in the front area of the lot to the curb line, and no garbage, rubbish, trash or debris shall be stored or allowed to accumulate on any of said lots. All household garbage, trash and waste shall be kept in sanitary containers out of sight except on pick-up days and shall be periodically removed from each lot as required by county ordinances and regulations.

(8) **No Commercial or Industrial Use:** No lot shall be used or utilized for any business, commercial or industrial operation or for any commercial or business purpose. Not more than one commercial vehicle with no more than six wheels shall be maintained or regularly parked on any lot. Any larger commercial vehicles, those with in excess of six wheels, shall not be maintained or regularly parked on any lot.

(9) **Signage:** Except for a decorative sign identifying the residents and the street address of the property, security signs, and one small "For Sale" sign indicating that the property is available for purchase, no signage of any type shall be placed or allowed to remain on any lot.

(10) **Pets:** Other than for cats, dogs, or other household pets, no other animals or livestock of any kind shall be kept or maintained on any lot, and no more than four such household pets will be allowed at any residence location. No commercial breeding of any such household pets for offspring to be offered for sale shall be allowed on any lot. All household pets shall at all times be confined to the owner's property by authorized and adequate fencing, and if in an area not fenced, the animal shall be maintained by a leash. No pet shall ever

be allowed to run at large in the subdivision off the property of the owner, or to constitute a danger or nuisance to other property owners.

(11) **No Junk Vehicles or Equipment:** No junk or inoperative motor vehicles or equipment shall be maintained or stored on any of said delineated lots except where stored or maintained in authorized enclosed garages or utility buildings.

(12) **No Window or Wall Air Units:** No window or through the wall heating and cooling units may be used in any improvements. Only central heating and cooling units with appropriate duct systems can be used to provide any interior heating and cooling.

(13) **Covenants Running with the Property:** These restrictions shall be deemed and interpreted to be covenants running with the land, binding upon all subsequent owners of said lots.

#### **MAINTENANCE OF COMMON AREAS OF SUBDIVISION**

Until such time as the Home Owners' Association is created and active as hereinafter provided, the owners of each of the subdivision lots upon which a permanent residence has been constructed and is occupied by permanent residents, shall be required to pay to the Developer or its designee by December 20<sup>th</sup> of each calendar year following the occupancy of such residence, a maintenance fee for the upkeep and maintenance of the public common areas of the Property such as streets, street lights, retention pond, and entrance way. Initially, the annual maintenance fees for said common and public areas is estimated to be \$350.00 per year, but the annual amount will vary according to the actual anticipated expenses to be incurred for such upkeep. The Developer, and the Home Owners' Association after activation, shall have the authority to impose such annual maintenance fees as they, in their discretion, deem necessary for the proper maintenance of said streets, common and public areas. Initially, the Developer shall devote and reserve \$100.00 of such annual maintenance fees for the proper maintenance and upkeep of the private streets and roadways of the Property. The Developer or its designee shall notify each owner of the amount of the annual assessment not later than November 30<sup>th</sup> of each calendar year. Once the Home Owners' Association is created and active, it will assume the responsibility for the

maintenance and upkeep of said public common areas, with the costs of such upkeep to be included as part of the annual fees due from each home owner member in the subdivision.

### **HOME OWNERS' ASSOCIATION**

At such time as the Developer or its designee, in its uncontrolled discretion, concludes that sufficient residential development has been completed on the then available residential lots in said Subdivision, to include both Phase One and Phase Two of such development, to require the management services of a Home Owners' Association for the maintenance of the public areas of the Property such as streets, roadways, street lights, retention pond, and the public entrance-way to the Property, a Home Owners' Association shall be organized and created. Each of the owners of the then developed residential lots will be notified of the activation of the Home Owners' Association. Each owner or owners of such residential lot upon which there has been constructed a primary residential improvement shall by acceptance of a deed therefor be deemed to having agreed to be members of the Association and to pay to the Association such annual assessments as required by the Association to maintain in good order and repair the streets, common and public areas of the residential development.

The management of the Association shall be by a Board of Directors, consisting of three individuals, who shall also be members of the Association, who shall be elected on an annual basis by the members, and who shall serve without compensation. The membership of the initial Board of Directors shall be appointed by the Developer or its authorized designee and shall serve until the next meeting of the membership.

There shall be at least one meeting of the membership annually, on the third Wednesday in December or on such other date as the Board of Directors shall direct. Each subdivision lot shall be entitled to one vote in the election of the Board and all other matters requiring the vote of the membership. At the first meeting of the Board of Directors of the Association, the Board shall adopt by-laws to govern the operation of the Association, which may thereafter be amended by majority vote of the Board or the membership.

The Board of Directors of the Association shall meet at least once each year, adopt and provide an annual budget for the expenses of maintaining in good order and repair the streets and public areas of the development and such other reasonable and necessary expenses of the Association. Upon the adoption of such budget, the members shall be notified of the annual assessment with each developed lot to be responsible and liable for the payment of its pro-rata share of the annual assessment.

Unless otherwise decided by the Board of Directors, all such annual assessments shall be due and payable within sixty (60) days of the notice thereof, and if not paid within said sixty day period, shall thereafter accrue interest until paid at the rate of twelve percent (12%) per annum until paid and satisfied. Until fully paid, both as to principal and interest, such assessment shall constitute a lien against the subdivision lot upon which the assessment was made, inferior and subordinate to any pre-existing and superior security deed or lien. If notice of such lien has been recorded by the Board in the real estate records of Pike County, Georgia, the sale or transfer of any subdivision lot subject to such lien shall not relieve that lot from the liability for the payment of such lien.

After the creation and activation of the Home Owners' Association, the Developer or its designee shall have the right and authority to transfer ownership of all of the common areas and private streets of the development to the Home Owners' Association. Further, the Developer or its designee shall further have the right and authority to grant to the Board of Directors of the Home Owners' Association its right to amend, modify or terminate these restrictions and covenants and all or any portion of the rights and authorities granted herein to the Architectural Control Authority.


### **ENFORCEMENT**

The restrictions, covenants and easements herein related are deemed by the Developer to be a material consideration for the development of the residential lots subject to these covenants and shall be enforceable by the Developer by resort to the equitable and/or legal powers of any court of competent jurisdiction to enjoin or sanction any violation of the provisions hereof. Further, once activated, the Home Owners' Association and each and every owner of any residential lot in the development shall also be deemed a beneficiary of these restrictions, covenants,



and easement as herein stated and shall be authorized and empowered to seek the enforcement thereof.

IN WITNESS WHEREOF, the undersigned Owner and Developer of Phase One of Fox Tales Subdivision has declared these restrictions, covenants and easement reservations, and imposed same upon said delineated subdivision lots as herein provided this the 19<sup>th</sup> day of July, 2021, acting by and through its duly authorized managing member, by affixing his hand and seal to these presents.



(SEAL)

Alton Turner, Managing Member

Signed, sealed and delivered on the 19<sup>th</sup> day of July, 2021, in the presence of:

Paula S. Gleaton



Notary Public, State of Georgia  
Commission Expires: 3/21/22