

**DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**OF**  
**HICKORY KNOB, PHASE 11**

THIS DECLARATION is made by KEYSTONE HOMES, INC. and K7 PROPERTIES, LLC, hereinafter referred to as "Declarant".

**WITNESSETH:**

Declarant is the developer of certain real property located in Effingham County, Georgia, known as HICKORY KNOB, PHASE 11, more particularly described as follows:

All that tract or parcel of land, situate, lying and being in Effingham County, Georgia, known and designated as HICKORY KNOB, PHASE 11, as shown on a plat thereof, prepared by Warren E. Poythress, RLS, recorded on January 17, 2018, in the Office of the Clerk of Superior Court for Effingham County, Georgia, in Plat Book 28, pages 247-248 (P2018000010), to which plat reference is made for a more complete and accurate description and location of said property. Said property contains a total of 16.59 acres, including and encompassing thirty-six (36) residential lots (Lots 250-285), inclusive; Crosswinds Drive, Danielle Loop, any Detention Ponds/Wetland Areas; Drainage Easements; Lift Stations; Rights of Way; all Common Areas; and Easements; and all remaining acreage, if any; all as shown on said plat.

To preserve and enhance the property values and quality of life in HICKORY KNOB, PHASE 11, and the health, safety and general welfare of the owners of the properties herein, DECLARANT hereby declare that all of said real property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which shall run with the title to the real property for the purpose of protecting the value and desirability thereof. This Declaration shall be binding upon and shall inure

to the benefit of DECLARANT, its successors and assigns, and all persons who may hereafter acquire any right, title or interest in said real property, or any portion thereof.

**ARTICLE I**  
**DEFINITIONS**

Section 1. “DECLARANT” means KEYSTONE HOMES, INC. and K7 PROPERTIES, LLC. No successor or assignee of DECLARANT shall have any rights or obligations of DECLARANT hereunder unless they are specifically set forth in the instrument of succession or assignment or pass by operation of law.

Section 2. “HICKORY KNOB, PHASE 11”, means that certain residential development comprised of the real property hereinabove described above, and all additional property hereunder submitted to this declaration by annexation. Additional property may be annexed to HICKORY KNOB, PHASE 11, by DECLARANT by the filing of a Supplemental Declaration with Respect to any annexed property.

Section 3. “Lot” means any parcel of land designated for separate ownership and residential occupancy shown upon any recorded plat of HICKORY KNOB, PHASE 11. Unless the context requires other wise, the term Lot includes all improvements on the Lot. “Home” means the improvements on a Lot intended for use and occupancy as a residence. “Common Area” means all real property designated as Common Area on the recorded plat of HICKORY KNOB, PHASE 11, or designated as Common Area in this Declaration or a Supplemental Declaration.

Section 4. “Association” means “**HICKORY KNOB, PHASE 11 ASSOCIATION, INC.**”, a Georgia nonprofit corporation. “Board” means the Board of

Directors of the Association, the governing body having charge of the affairs of the Association.

Section 5. "Owner" means the owner, whether one or more persons, of a Lot in HICKORY KNOB, PHASE 11. "Member" means a member of the Association. An Owner shall be, by virtue of his ownership of a Lot in HICKORY KNOB, PHASE 11, a member of the Association. "Owner" and "Member" are synonymous and may be used interchangeably. When a Lot is owned by more than one person, all such persons, collectively, are deemed to be one Owner and one Member. The owner of a life estate in a Lot is deemed to be the Owner and Member as long as the life estate exists.

DECLARANT is an Owner and Member as long as DECLARANT own one of more Lots in HICKORY KNOB, PHASE 11. The holder of a Mortgage or Security Deed is not an Owner or a Member. Unless the Association has satisfactory proof to the contrary, ownership of a Lot is deemed to be vested in accordance with the real estate records of Effingham County, Georgia.

Section 6. "Declaration" means this Declaration of Covenants, Conditions and Restrictions. "Supplemental Declaration" means any recorded document which subjects additional property to the provisions of this Declaration, or amends this Declaration in any respect. "Articles" means the Articles of Incorporation of the Association. "Bylaws" means the Bylaws of the Association.

Section 7. "Board Rules" means all rules and regulations promulgated or adopted by the Board which govern the Association or the use and enjoyment of the properties in HICKORY KNOB, PHASE 11. "ACC Standards" means the architectural

and Environmental standards promulgated by the Architectural Control Committee (the ACC).

Section 8. "Mortgage" means a mortgage, deed to secure debt, deed of trust or other instrument conveying a lien upon or security title to property.

Section 9. "Person" means a natural person, corporation, partnership, limited partnership, limited liability company, association, trust or other entity, or any combination thereof.

Section 10. "Development Period" means that period commencing on the date of this Declaration and ending when DECLARANT is no longer actively engaged in the annexation, development or sale of Lots in HICKORY KNOB, PHASE 11, not to exceed twenty (20) years from the date hereof.

## **ARTICLE II**

### **THE ASSOCIATION**

Section 1. Powers. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Georgia, subject only to the limitations expressly set forth in this Declaration, the Supplemental Declarations, the Articles and the Bylaws. The Association may acquire, hold and dispose of real and personal property conveyed to it by DECLARANT. The Association shall perform all duties and obligations required by this Declaration, the Supplemental Declarations, the Articles and the Bylaws. The Association may exercise all rights, powers and privileges granted by this Declaration, the Supplemental Declarations, the Articles and the Bylaws, and every other right, power or privilege reasonably implied from or reasonably necessary to exercise any express right, power or privilege.

Section 2. The Common Area. The Association shall maintain the Common Area shown on the recorded plat of HICKORY KNOB, PHASE 11, and the entrance features, fences, signs, amenities, landscaping and other improvements in a safe and attractive condition, and in good working order and repair. The Association may provide lighting, landscaping, improvements and sprinklers for the Common Area. No person shall alter the appearance of the Common Area without the prior written consent of the Board, nor shall any person damage or destroy the entrance features, fences, signs, amenities, landscaping and other improvements located thereon. The Association may adopt reasonable rules governing the use and enjoyment of the Common Areas it retains ownership of.

Section 3. Board of Directors. The Board shall manage the affairs of the Association. Unless otherwise provided, any right, power of authority granted to the Association may be exercised by the Board, and any duty or obligation of the Association shall be performed by the Board. The Board shall have the authority to adopt and the power to enforce reasonable rules and regulations to govern the Association and the use and enjoyment of the properties in HICKORY KNOB, PHASE 11, (the Board Rules). The Board Rules may impose standards not contained in or more strict than this Declaration, if consistent with the general intent hereof and not in conflict herewith. Any specific authority herein granted to the Board to adopt rules for specific purposes shall not limit its general authority hereunder to adopt rules. The Board Rules shall be observed by all Owners and their tenants, occupants and guests. The Board may waive a violation of the Board Rules, if Board determines such violation to be minor or insubstantial.

Section 4. Election of Board. DECLARANT shall have the sole right to elect and remove members of the Board during the Development Period, unless DECLARANT sooner waives this right. Thereafter, the Board shall be elected and removed by the Members in accordance with the Bylaws.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each Owner shall be a Member of the Association. Membership in the Association is appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any other attempted transfer of membership shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. A new Owner shall notify the Association of the change of ownership, and shall furnish the Association with a copy of the new Owner recorded deed or other instrument establishing title and the new Owner address to which notices from the Association shall be sent.

Section 2. Voting Rights. With the exception of DECLARANT, Members shall be entitled to one vote in the Association for each Lot.

**Notwithstanding the foregoing, during the Development Period, DECLARANT shall be the only Members with any voting rights, unless DECLARANT sooner waive this right. Other Members shall not be entitled to any votes during the Development Period. Following the Development Period,**

**DECLARANT shall be the only members with voting rights until the expiration of twenty (20) years from the date of these Covenants, or until the DECLARANT are no longer actively engaged in the development, marketing or sale of Lots within HICKORY KNOB, PHASE 11, whichever occurs first.**

When a Lot is owned by more than one person, all such persons shall collectively, cast only one vote. Fractional votes shall not be allowed. If only one of such persons is present or represented by proxy at a meeting of the membership, such person is entitled to cast the vote relating to such Lot. If more than one of such persons are present or represented by proxy, the vote relating to such Lot shall be cast only in accordance with their unanimous agreement; otherwise, they shall lose their right to vote on the matter in question. Unanimous agreement is conclusively presumed if any one of them purports to cast the vote relating to such Lot without protest being made forthwith by any of the others to the person presiding over the meeting.

#### **ARTICLE IV**

#### **COVENANT FOR MAINTENANCE ASSESSMENTS**

##### **Section 1. Creation of Lien and Personal Obligations of Assessments.**

DECLARANT and each Owner, for each Lot owned, hereby covenant and agree to pay to the Association an initiation fee; and annual, special and individual assessments, which shall be established and collected as herein provided. Each assessment, together with all other charges authorized pursuant to Article IX, Section 4, which are deemed a part of the assessment, shall be a charge and a continuing lien upon the lot against which the

assessment is made from the date the assessment became due, and shall be the personal obligation of the Owner of the Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. The obligations of the article shall bind each Lot and each Owner regardless of whether ownership was acquired by deed or operation of law, and regardless of whether so expressed in the deed or other document of title. No Owner may avoid liability for the assessments provided for herein by abandonment, nonuse or waiver of the use or enjoyment of his Lot, or otherwise.

Section 2. Purpose of Assessments. Assessments shall be used exclusively for expenses of the Association reasonably incurred in the performance of its duties and responsibilities, including the maintenance of reasonable reserves, and to promote the health, aesthetics, recreation, safety and general welfare of HICKORY KNOB, PHASE 11, and the Owners and occupants thereof.

Section 3: Annual Assessments. The Board of Directors shall levy annual assessment for each calendar year. The amount of the annual assessment shall be established by the Board by December 1 of each year for the following calendar year, and written notice thereof shall be sent to every Owner. If the Board fails to establish an assessment for an assessment year, the most recent annual assessment shall be the assessment for such year. The board shall determine when annual assessments shall be paid and may permit payment thereof in installments. During the Development Period, a Lot shall become subject to annual assessments when the home constructed thereon is first sold and closed as a residence. Upon the expiration of the Development Period, all Lots shall be subject to annual assessments. Annual assessments for Lots which become



subject to annual assessments during an assessment year shall be prorated and paid based on the number of whole months remaining in the assessment year.

Section 4. Special Assessments. 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 any of the purposes set forth in Section 2 of this article, provided that any such assessment shall have the assent of two-thirds of the Members (excluding DECLARANT during the Development Period) voting at a meeting of the membership called for the purpose of considering the special assessment. During the Development Period, special assessments may be levied only against Lots which are then subject to annual assessments, unless DECLARANT consent to a special assessment against all Lots.

Section 5. Uniform Rate of Assessment. Both annual and special assessments shall be set at a uniform rate for all Lots.

Section 6. Individual Assessments and Violation Fines. The Association may levy an individual assessment and/or violation fine against a Lot and its Owner for costs incurred by the Association resulting from an Owner's failure to maintain the Owner Lot in accordance with this Declaration, the Supplemental Declarations, the Board Rules or the ACC Standards, or to reimburse the Association for any damage to property owned or maintained by the Association caused by an Owner or the Owners tenants, occupants or guests, or for any other purpose permitted by this Declaration. An individual assessment shall be paid within thirty days after notice thereof is sent to the Owner.

Section 7. Status Certificates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an authorized representative of the

Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status as assessments on a Lot is binding upon the Association as to the date of its issuance.

Section 8. Subordination of the Lien to Mortgages and Security Deeds . The lien of the assessments provided for herein shall be subordinate to first and second Mortgages and Security Deeds made in good faith and for value. Sale or transfer of a Lot shall not affect the assessment lien; provided, however, that the sale or transfer of a Lot by Mortgage or Security Deed foreclosure of a first Mortgage or Security Deed to which the assessment lien is subordinate shall extinguish the assessment lien as to payments which became due prior to such sale or transfer; provided, further, that such sale or transfer was made in good faith and not for the primary purpose of avoiding the assessment lien. After a sale or transfer of a Lot by Mortgage or Security Deed foreclosure the Lot and the new Owner shall be subject to the lien and personal obligation for all assessments thereafter becoming due.

## **ARTICLE V**

### **ARCHITECTURAL CONTROL**

Section 1. In General. HICKORY KNOB, PHASE 11, is subject to architectural and environmental review by the Architectural Control Committee (the "ACC") in accordance with this article and the ACC Standards. Each Owner acknowledges that the décor, color scheme and design of his home are consistent and harmonious with other homes in HICKORY KNOB, PHASE 11, and agrees to maintain his Lot and home in such a manner as to maintain and perpetuate visual harmony within HICKORY KNOB, PHASE 11.

Section 2. Procedure. The ACC shall have exclusive jurisdiction over all original construction, improvements, fences and landscaping in HICKORY KNOB, PHASE 11, and all subsequent reconstruction, modifications, additions or alterations thereto. The ACC shall promulgate standards and procedures governing its area of responsibility and practice (the "ACC Standards"). The ACC Standards may impose standards not contained in or more strict than this Declaration, if consistent with the general intent thereof and not in conflict therewith. The burden shall be on the Owners and their builders and contractors to know and comply with the ACC Standards. Plans and specifications showing the nature, kind, shape, color, size, materials and location of all original construction, improvements, fences and landscaping, and all subsequent reconstruction, modifications, additions or alterations thereto shall be submitted to the ACC for approval as to quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography and finish grade elevation. In the event the ACC fails to approve or disapprove such plans and specifications or to request additional information reasonable required for a proper determination within thirty days after submission, the plans and specifications shall be deemed disapproved. A majority of the ACC may appoint one member to act on behalf of the entire committee and the decisions of such appointee shall bind the committee. All construction shall adhere strictly to the plans submitted to and approved by the ACC. Nothing contained herein shall be construed to limit the right of any Owner to remodel the interior of his home or to paint the interior of his home any color desired.

Section 3. Membership of ACC. The ACC shall consist of three members who are not required to be Owners or occupants of HICKORY KNOB, PHASE 11. During

the development period, DECLARANT shall have the right to elect and remove members of the ACC, unless DECLARANT sooner waive this right. Thereafter, the Board shall elect and remove the members of the ACC. The terms of the members appointed by DECLARANT shall expire upon the taking of office of the members elected by the Board. Members of the ACC shall serve without compensation.

## **ARTICLE VI**

### **EXTERIOR MAINTENANCE**

Section 1. Owner Responsibility. Each Owner shall maintain all landscaping and all improvements and structures, and all fences (unless maintained by the Association) on the Owner's Lot, including but not limited to the exterior of all structures, all utility lines and drainage facilities, driveways, walkways, and all other improvements located outside, aboveground or underground in a clean and attractive condition, and in good order and repair consistent with the approved plans and specifications therefore. The excessive use or maintenance of statues, figurines, flags, banners, streamers, windsocks, birdhouses, birdbaths, unusual landscaping and other such items which are visible from any street is prohibited. The Board may adopt rules, which may be purely aesthetic in nature, limiting the use, maintenance and location of equipment, decorations, landscaping design and other items on a Lot which are visible from a street. The Board in its sole discretion, shall have the right to require removal on any items which it deems to be aesthetically unattractive or detrimental to the appearance of the neighborhood.

Section 2. Association' Rights. The Association may provide the maintenance (including the correction of any violation) required by Section 1 of this article, if the

Owner fails to do so; and charge the cost thereof to the Owner. Prior to performing any maintenance on a Lot, the Board, or a committee appointed by the Board, shall determine that the Lot is in need of maintenance. Except in an emergency, prior to any maintenance work, the Board shall notify the Owner that unless the specified maintenance is commenced within the time stated in the notice, and thereafter diligently pursued to completion, the Association may cause the maintenance to be performed and charge the cost thereof to the Owner. Upon the failure of the Owner to act within said period of time or to thereafter diligently pursue the completion of the required maintenance, the Association may enter upon the Lot to cause such maintenance to be performed during reasonable hours during any day except Sundays and holidays. Without limiting the foregoing, the Association may pressure wash, paint, repair, replace and care for exterior building surfaces, roofs, gutters and down spouts; clean and resurface paved access ways and parking areas; trim and care for trees, shrubs, grass, walks and other landscaping and drainage improvements; and provide general cleanup and removal of debris. In an emergency, the Association may enter upon any Lot and perform any maintenance necessary to cure a hazardous condition on a Lot at any time without notice. The Association shall not be liable to the Owner or any other person for trespass or injury to person or property as a result of such actions, unless caused by gross negligence or intentional wrongdoing. The cost of any maintenance incurred by the Association under this section shall constitute an individual assessment against the applicable Lot and Owner.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this article, the Association may enter upon any Lot and the

exterior of any improvements thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency, entry may be made at any time on any day.

## **ARTICLE VII**

### **DESTRUCTION OF HOMES**

Section 1. Total Destruction. In the event of the total destruction of a home, the Owner thereof shall promptly eliminate any unsafe condition and clear the Lot of debris. The Owner may leave the Lot in a clean, orderly and safe condition or reconstruct the home. Reconstruction shall commence within a reasonable time, not to exceed sixty days from the date of the destruction, and shall be diligently pursued until completion. The reconstruction shall be approved by the ACC, and shall be in conformity with the plans and specifications of the original structure, subject to changes and modifications approved by the ACC. Notwithstanding the foregoing, no Owner shall be required to reconstruct his Home or other structure, if the Owner is relieved of the obligations of this section by the Board. In such event, the Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition.

Section 2. Partial Destruction. In the event of partial destruction of a home, the Owner thereof shall promptly eliminate any unsafe condition and clear the Lot of debris. Within a reasonable time, not to exceed thirty days from the date of the destruction, repairs shall be commenced, and shall be diligently pursued until completion. The repairs shall be approved by the ACC, and shall be in conformity with the plans and

specifications of the original structure, subject to any changes or modifications approved by the ACC.

Section 3. Failure to Comply. The Association may eliminate any unsafe condition and clear a Lot of debris as required by Section 1 or Section 2 of this article, if the Owner fails to do so; subject, however, to the following provisions. Prior to any work, the Board shall determine that the Lot requires specific work to be in compliance with said sections. Except in an emergency, prior to any work, the Board shall notify the Owner that unless the specified work is commenced within fifteen days and thereafter diligently pursued to completion, the Association may cause the same to be performed and charge the cost thereof to the Owner. Upon the failure of the Owner to act within said period of time or to thereafter diligently pursue the completion of the specified work, the Association may enter upon the Lot to cause the specified work to be performed. The Association shall not be liable to the Owner or any other person for trespass or injury to person or property as a result of such actions, unless caused by gross negligence or intentional wrongdoing. The cost of the specified work incurred by the Association under this section shall constitute an individual assessment against applicable Lot and Owner.

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

Section 1. Use Restrictions. HICKORY KNOB, PHASE 11 shall be used exclusively for residential purposes, subject to the Covenants, Conditions, Restrictions and Reservations contained in this Declaration. Only one home may be erected on a Lot.

All homes shall be single-family dwellings which do not exceed three stories in height. No building shall be erected, altered, placed or permitted to remain on any Lot, unless approved by the ACC. No house trailer, mobile home or modular home shall be placed upon or permitted to remain in HICKORY KNOB, PHASE 11. No structure of a temporary character, trailer, motor home, tent, shack or other out building shall be used as a residence on any Lot. Notwithstanding the foregoing, DECLARANT and builders, contractors, real estate brokers, lenders and utility companies approved by DECLARANT, may maintain offices, signs and promotional equipment and apparatus during the Development Period, and the same shall not be subject to assessment.

Section 2. Business Restrictions. No business activities of any kind on any lot shall be conducted in HICKORY KNOB, PHASE 11, except as permitted in this section. The following business activities are permitted: (a) home-based businesses that do not have any identifying signage within the development, do not increase traffic flow within the development, do not result in any increased noise or nuisance within HICKORY KNOB, PHASE 11, and otherwise do not interfere with other Owners' and residents' use and enjoyment of HICKORY KNOB, PHASE 11; (b) activities relating to approved construction; (c) the delivery of goods to and the performance services for Owners and residents; (d) activities of the Association required or permitted hereunder; (e) activities of governmental authorities and utility companies relating to their duties and services. During the Development Period, DECLARANT and builders, contractors, real estate brokers, lenders, and utility companies approved by DECLARANT may conduct business in HICKORY KNOB, PHASE 11, relating to the development thereof, including the use of buildings, temporary offices, vehicles, equipment, signs and other



materials which would not otherwise be permitted hereunder, if approved by DECLARANT. Such buildings, offices, vehicles, equipment, signs and materials shall not be subject to any assessment or charge levied by the Association.

Section 3. Plat Easements. HICKORY KNOB, PHASE 11 is subject to the drainage easements, utility and landscaping easements, minimum building lines and other easements and matters shown and noted on the recorded plats of the subdivision.

Section 4. Vehicles and Parking. All trucks in excess of three-fourths ton, semi-tractor trucks, large trailers, watercraft, boats, trailers, equipment, motor homes, campers, recreational vehicles, travel trailers, buses or commercial vehicles shall be parked so they are screened from view from the street, either by parking them in a fully enclosed garage or parking them to the rear of the House; provided, however, that this does not prohibit the temporary parking of trucks and commercial vehicles in connection with pickup, delivery and other commercial services within HICKORY KNOB, PHASE 11, or vehicles and equipment used in connection with approved construction during the development period. For purposes hereof, "temporary" means a period not to exceed twelve (12) hours and expressly excludes overnight parking. No inoperative automobiles, trucks, motorcycles or other vehicles shall be allowed to remain on or adjacent to a lot in HICKORY KNOB, PHASE 11, for a continuous period in excess of 48 hours, unless screened from view from the street, either by parking of the aforesaid in an enclosed garage or to the rear of the house. The Board Rules may further regulate or prohibit the parking, storage and repair of vehicles and equipment in HICKORY KNOB, PHASE 11, and may regulate or prohibit parking on the street therein. The Board Rules may also regulate or prohibit the use of vehicles which produce excessive noise or

pollution, vehicles intended for off road use; and vehicles which, because of size or other characteristics, are unsafe, unsightly or inappropriate for use in a residential neighborhood.

Section 5. Animals. No animals, including reptiles and fowl, may be kept in HICKORY KNOB, PHASE 11, unless approved by the Board, except dogs, cats, birds and fish commonly kept as household pets, as determined by the Board. Animals shall not be maintained or bred for any commercial purpose. All animals must be leashed or fenced when outside. The Board may limit the number of dogs, cats and birds in a single household. Any animal which causes excessive annoyance or disturbs the tranquility or safety of the subdivision shall not be permitted to remain. The Board may adopt strict rules governing animals in HICKORY KNOB, PHASE 11, and may delegate its authority to approve pets to a committee appointed by the Board. Further, all animal excrement must be promptly and properly disposed of so as not to constitute a nuisance within HICKORY KNOB, PHASE 11.

Section 6. Nuisances. No noxious or offensive activity shall be permitted in HICKORY KNOB, PHASE 11, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall any portion of the subdivision be used in any way for any purpose which may endanger the health or unreasonably disturb the residents of HICKORY KNOB, PHASE 11. Surface water shall not be obstructed or diverted from drainage facilities. No drainage facility or swale shall be altered without approval of the ACC.

Section 7. Signs. No sign of any kind shall be displayed to the public view in HICKORY KNOB, PHASE 11, except one sign of not more than five square feet

advertising a Lot for sale or rent, and signs used by DECLARANT and builders, contractors, real estate brokers, lenders and utility companies approved by DECLARANT to advertise during the Development Period. The Board may adopt rules governing the use of signs in HICKORY KNOB, PHASE 11, including, but not limited to, their size, height, location, design, color and text. The Board may adopt and require the use of a uniform sign to advertise a Lot for sale or rent.

Section 8. Subdivision of Lots. No Lot shall be subdivided without the approval of the ACC; provided, however, that DECLARANT shall have the right to alter the dimensions of any Lot prior to the sale thereof by DECLARANT to an Owner. All lot changes must also be approved by the City of Rincon, if applicable.

Section 9. Drilling and Mining Operations. No drilling, excavation, quarrying or mining operations of any kind for oil, gas, minerals, stone, sand or other materials shall be permitted in HICKORY KNOB, PHASE 11. No derrick, structure or equipment designed for drilling, excavation, quarrying or mining shall be erected, maintained or permitted in HICKORY KNOB, PHASE 11.

Section 10. Exterior Antennas. Outside antennas, including without limitations television, radio, microwave or dish antennas, are discouraged in HICKORY KNOB, PHASE 11. Unless the Board adopts rules permitting their use, smaller dishes may be allowed, provided they are in the rear of the residence, not visible from the street, and written permission from the Board is granted.

Section 11. Mail Boxes/Newspaper Boxes. The ACC shall approve all mail and newspaper receptacles in HICKORY KNOB, PHASE 11. The Board may adopt and require the use of uniform mail boxes, newspaper receptacles and posts. In any event,

only mail and newspaper receptacles which conform to the requirements of the Board may be used.

Section 12. Storage Buildings, Tanks, Garbage, Clotheslines, Etc. No storage buildings, fuel tanks or receptacles, equipment, garbage receptacles, woodpiles, electric and gas meters, air conditioning and/or heating equipment, dog pens, storage piles, equipment, tools or other unsightly objects which are visible from any street or from neighboring homes shall be placed or maintained on any Lot; provided, however, that the Board may adopt rules permitting and governing the size, design and materials, and the location and maintenance of storage buildings, storage tanks and receptacles, equipment, garbage receptacles, firewood and other outdoor items in HICKORY KNOB, PHASE 11. No clotheslines shall be placed or maintained upon any Lot. Each Owner shall promptly remove all rubbish, trash and garbage resulting from the use and occupancy of his Lot. The excessive use of yard furniture, statues, figurines, flags, banners, streamers, windsocks, birdhouses, birdbaths and similar items which are visible from any street is prohibited.

Section 13. Sports Equipment, Play Structures and Yard Accessories. No basketball backboards and other fixed sports equipment shall be used or maintained in any street or cul-de-sac. Unless otherwise approved by the Board, all basketball backboards and other fixed sports equipment shall be located at the side or rear of the home and within the building set back lines, and all play structures and yard accessories shall be located to the rear of the home and within the building set back lines. Any such equipment, structure or accessory exceeding six feet in height (except basketball

backboards) shall require the approval of the Board. Furthermore, the Board Rules may further regulate or prohibit the use and location of sports equipment and play structures in HICKORY KNOB, PHASE 11.

Section 14. Minimum Building Size. The Home constructed on a Lot must contain a minimum square footage of heated living space, exclusive of garages, porches, decks and attics, all as approved by the ACC in its sole discretion, pursuant to house plans submitted to it prior to construction.

Section 15. Garage Doors. Garage doors which are visible from any street or neighboring homes shall remain closed at all times except when vehicles are entering or exiting there from. The ACC may require side or rear garages when the Lot size and topography allows same.

Section 16. Fences. All fences must be approved by the ACC as to location, height, design and material.

Section 17. Security. The Board may adopt rules governing the security and protection of persons and property in HICKORY KNOB, PHASE 11. The Association may take measures to enhance security in HICKORY KNOB, PHASE 11, and include the cost thereof in the annual assessments. Neither the Association nor the Board shall be liable for failing to provide adequate security in HICKORY KNOB, PHASE 11.

Section 18. Trees. Dead or diseased trees may be removed on any Lot at Owner expense. Trees may also be cut in order to build homes, driveways, pools and other improvements on each Lot, provided such is approved by the ACC with the house plans. A violation of this paragraph shall be enforceable with a special assessment/fine.

Section 19. Building Order of Improvements. A Home must be built on a lot before construction of any further or additional outbuildings or structures. Only one (1) residence may be constructed on a Lot, although outbuildings, garages and storage sheds are permitted on a Lot provided that they are approved by the ACC, are located to the rear of the Home and are otherwise built in accordance with the terms hereof. In no event may the aforesaid outbuildings, garages or storage sheds be used at any time for residential purposes, either on a temporary or permanent basis. Further, the ACC has the right to limit the number of associated structures erected or placed on any Lot.

## **ARTICLE IX**

### **ENFORCEMENT**

Section 1. Violations. This Declaration, the supplemental Declarations, the Board Rules and the ACC Standards (collectively, the Governing Documents) shall be observed by the Owners and their tenants, occupants and guests. An Owner is responsible and liable for all violations and losses caused by the Owner tenants, occupants and guests, notwithstanding the fact that such persons are also fully liable therefore. DECLARANT, the Association, any member of the ACC, or any Owner may enforce and prosecute violations of the covenants, conditions, restrictions, reservations, easements, liens, charges and other provisions now or hereafter imposed by the Governing Documents, including proceedings at law or in equity. The failure to enforce a particular provision or prosecute a particular violation shall not be deemed a waiver of the right to do so thereafter.

Section 2. Architectural Requirements. If an Owner fails to comply with any architectural or environmental requirement of this Declaration, the ACC Standards, or the decisions of the ACC, notice of the violation shall be sent to the Owner allowing the Owner thirty days to cure the violation. If the Owner fails to cure the violation, DECLARANT and the Association may each enter upon the Owner Lot, make such corrections or modifications as are necessary, remove anything in violation of such requirements, and charge the cost thereof to the Owner. DECLARANT and the Association shall not be liable to the Owner or any other person for trespass or damages or injury to person or property in connection with such entry unless caused by gross negligence or intentional wrongdoing. This section is in addition to, and does not limit, the general enforcement provisions of Section 1 of this article.

Section 3. Costs of Enforcement. Any violator under Section 1 or Section 2 of this article shall be liable for all costs reasonably and actually incurred by any authorized person prosecuting a violation of the Governing Documents. Such costs include writing delinquency and demand letters, court costs, and attorney fees, including appeals. Such costs may be recovered regardless of whether suit is filed. If approved by the Board, such costs shall constitute an individual assessment against the applicable Lot and Owner, and may be enforced in accordance with Section 4 of this article.

Section 4. Nonpayment of Assessments. As assessment levied against a Lot by the Association becomes delinquent if the assessment or any installment thereof is not paid on the date due. If the assessment is not paid within thirty days after the due date, it shall bear interest at the rate set by the Board, but not greater than the interest rate on judgment then in effect in the State of Georgia, and shall be subject to reasonable late

charges, and all costs of collection reasonable and actually incurred by the Association, all of which shall be deemed part of the assessment, shall be secured by a continuing lien on the Lot pursuant to Article IV, Section 1. Costs of collection include charges for filing a claim of lien, writing delinquency and demand letters, court costs, and attorney fees, including appeals. Such costs may be recovered regardless of whether suit is filed. The Association may institute legal action to foreclose the assessment lien against the Lot and to collect against the Owner personally obligated to pay the assessment.

Section 5. Sanctions. For violations of the Governing documents, the Board may impose sanctions, including reasonable monetary fines, suspension of an Owner right to vote in the Association, and loss of use and enjoyment of any property owned or maintained by the Association; provided, however, that fines may not be imposed for delinquent assessments, but the Board shall suspend the voting rights in the Association of an Owner who is delinquent in the payment of assessments, and may impose other sanctions against such Owner.

Section 6. Remedies Cumulative. The remedies provided by this article and elsewhere in this Declaration are not exclusive remedies, but are in addition to all other rights and remedies available to DECLARANT, the Association, the ACC, and the Owners now or hereafter provided by the governing documents, by law, or otherwise.

Section 7. Exemptions and Immunity. When DECLARANT, the Association or the ACC are granted a right or an exemption by this Declaration, or immunity from liability for exercising a right, privilege or remedy granted therein, such right, exemption and immunity shall extend to all persons acting on its belief, for its benefit, or at its



direction, including its directors, officers, committees, members, managers, contractors agents, employees, successors and assigns.

## **ARTICLE X**

### **DURATION AND AMENDMENTS**

Section 1. Term. This Declaration shall run with the land and be binding upon all Lot Owners, their heirs and assigns, and shall be and remain in effect perpetually to the extent permitted by law. Without limiting the foregoing, all easements contained herein and all affirmative obligations of Owners contained herein, including, but not limited to, the obligation to pay Association assessments, shall run with and bind all Lot Owners, their successors and assigns, and shall be and remain in effect perpetually to the extent permitted by law. All covenants contained hereof restriction HICKORY KNOB, PHASE 11, to certain uses shall run with and bind HICKORY KNOB, PHASE 11, for a period of twenty years from the date hereof, and shall be renewed automatically and perpetually for successive periods of ten years each, unless amended or terminated by at least two-thirds of the Owners, or in accordance with applicable law.

Section 2. Amendments. During the Development Period, DECLARANT shall have the right without vote or approval of any Owner or Mortgagee: (a) to amend this Declaration (i) to cure any ambiguity or inconsistency herein, (ii) to comply with applicable law; (b) to annex additional land to HICKORY KNOB, PHASE 11, and

impose additional covenants, conditions and restrictions thereon; (c) to include in any contract, deed or other instrument any additional covenants, conditions and restrictions applicable to any particular Lot; and (d) to waive violations of this Declaration.

Following the Development Period, this Declaration may be amended or terminated at any time by an instrument signed by not less than two-thirds of the Owners. However, during the Development Period, any amendment or termination may be done unilaterally by the DECLARANT. Any such instrument must be recorded.

Section 3. Vested Rights. No amendment or termination of this Declaration shall affect the validity of any easements or other vested rights established hereunder for the benefit of any Owner, governmental authority, public utility, person or entity without written consent therefrom.

Section 4. Annexation. Additional property may be annexed to HICKORY KNOB, PHASE 11 by DECLARANT within 20 years from the date hereof, by filing Supplemental Declarations with respect to the annexed property. A Supplemental Declaration may impose additional covenants, conditions, restrictions and easements on the annexed property. Additional property may also be annexed by the affirmative vote of two-thirds of the Members present and voting at a meeting of the membership called for said purpose. During the Development Period, annexation by the Members shall require the assent of DECLARANT.

Section 5. DECLARANT Protection. Notwithstanding and other provisions herein, during the Development Period, no provision of this Declaration, any Supplemental Declaration, the Articles or the Bylaws shall be amended, and no rule, restriction or requirement shall be adopted or imposed, without the written approval of DECLARANT, which directly or indirectly, by its provisions or in practical application, does any of the following: repeals or amends any provision specifically applicable to the Development Period; repeals or amends DECLARANT right to annex additional property to HICKORY KNOB, PHASE 11; relates exclusively or primarily to DECLARANT, or relates to DECLARANT in a manner different from the manner in which it relates to other Owners; repeals or amends the rights of membership in the Association, or the rights of DECLARANT as Member of the Association; repeals or amends the manner of assessment applicable to DECLARANT or any land owned by DECLARANT; or repeals or amends any other provision hereof in a manner which would be alter DECLARANT rights or status hereunder.

Section 6. Severability. Invalidity of any provision of this Declaration by judgment or court order shall in no way affect the other provision hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Section 7. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only for a period of ninety (90)

years from the date hereof. The purpose of this section is to prevent a violation of the rule against perpetuities and shall be construed accordingly.

## **ARTICLE XI**

### **MISCELLANEOUS PROVISIONS**

Section 1. (a) Property conveyance/mandatory acceptance by the Association.

At any time during or following the conclusion of the Development Period, the DECLARANT, may convey the Association ownership of any or all portions of the lots, Common Areas; Detention Ponds/Wetlands Areas; Easements; Lift Stations, Rights of Way, and ponds and waterways; and any or all remaining acreage, all as shown and described on the aforesaid plat. Any such conveyances shall be made at the exclusive option and discretion of the DECLARANT. The Association shall be required to accept any such conveyances, shall assume immediate ownership of any such properties conveyed, and shall be responsible for the management, maintenance, upkeep, and costs of ownership of any properties conveyed.

(b) In addition to the foregoing subparagraph (a), upon recordation of these Covenants, and regardless of any future conveyances to the Association as described above, the Association shall immediately assume all responsibility for storm water management, and for the maintenance, upkeep and costs of all storm water drainage and detention facilities within HICKORY KNOB, PHASE 11.

**Section 2. Management Agreements.** Any agreement for professional management of the affairs of the Association, or any agreement providing for services to the Association by DECLARANT, may not exceed one year, and must provide for termination by either party without cause, and without payment of a termination fee, upon thirty days written notice to the other party.

**Section 3. Insurance.** The Association may maintain hazard insurance for property owned or maintained by the Association, public liability insurance 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, and liability insurance for its directors and officers. All insurance maintained by the Association shall be in such amounts and upon such terms and conditions deemed appropriate by the Board. All insurance proceeds payable to the Association shall be used or disbursed in a manner deemed appropriate by the Board.

**Section 4. Indemnification.** The Association shall indemnify every officer and director against any and all expenses, including attorney fees, reasonable incurred by or imposed upon any officer or directors in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the current Board) to which the officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistakes of judgment, negligent otherwise, but shall be liable only for their own individual willful malfeasance, misconduct or bad faith. The officers and directors shall have no personal

liability (solely because they are officers or directors) with respect to any contract or other commitments made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled.

Section 5. Notices. Any notice required or permitted herein shall be in writing and may be sent to an Owner at his address as shown on the records of the Association, or to any other person at his current address, or his last known address, if his current address is not known. Notices may be sent by United States first class mail, postage prepaid. Such mailing shall be deemed adequate notice, and shall be effective when mailed. Other reliable methods of delivery are permitted. Proof of receipt of notice is not required. It is the duty of each Owner to furnish the Association with the Owner address to which notices from the Association may be sent. In an emergency, any type or method of notice may be used which is reasonable under the circumstances.

Section 6. Interpretation and Construction. The provisions of this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the general plan of development of HICKORY KNOB, PHASE 11. The provisions hereof shall be liberally interpreted, and, if necessary, they shall be so extended or enlarged by implication to make them fully effective. This Declaration shall be construed pursuant to the laws of Georgia.

Section 7. Document Conflicts. In the event of a conflict between this Declaration or any Supplemental Declaration and the Articles, the Bylaws, the Board Rules or the ACC Standards, this Declaration or the Supplemental Declaration shall prevail. In the event of a conflict between the Board Rules and the ACC Standards during the Development Period, the ACC Standards shall prevail; thereafter, the Board Rules shall prevail.

Section 8. Number and Gender. Unless a contrary construction is required by the context, for all purposes under this Declaration, the singular number shall include the plural, and the masculine gender shall include all genders.

IN WITNESS WHEREOF, DECLARANT has caused the Declaration to be executed and sealed this 1ST day of OCTOBER, 2018.

K7 PROPERTIES, LLC

By: Otto Paul Kersey, M/M (Seal)  
Its: K7 Properties, LLC

SIGNED, SEALED AND DELIVERED  
in the presence of:

[Signature]  
Witness  
[Signature]  
Notary Public



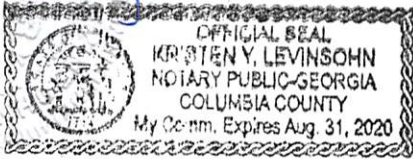
KEYSTONE HOMES, INC.

By:  (Seal)  
Its:

SIGNED, SEALED AND DELIVERED  
in the presence of:

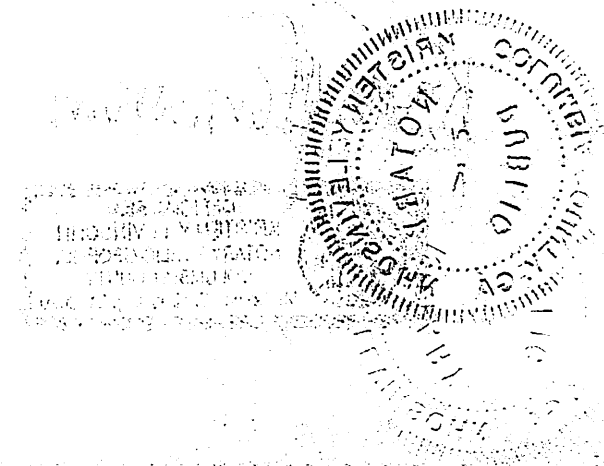
  
Witness

  
Notary Public





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*[Faint, illegible text, possibly a stamp or signature]*