

After Recording, return to:  
M o m s Hardwick Schneider, LLC  
574 Conyers Road  
Loganville, GA 30052

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
GOLDEN MEADOW SUBDIVISION**

THIS DECLARATION is made on the date hereinafter set **forth** by Golden Creek Homes, Inc. (hereinafter referred to as "Declarant").

**WITNESSETH**

**WHEREAS**, Declarant **is** the owner of certain real property lying and being in Land Lot 192 of the 4th Land District of Walton County, Georgia, being more particularly **described as that** parcel known as **GOLDEN MEADOW SUBDIVISION** and being recorded in Plat **Book 95, Page 70**, Walton County Records, which Plat is incorporated herein and made a part hereof by reference.

**WHEREAS**, the Declarant intends to develop on **lands**, including the real property described above, a development to be known as **GOLDEN MEADOW SUBDIVISION** (hereinafter referred to as the "Development"); and

**WHEREAS**, Declarant **has** caused the **Association** (as hereinafter defined) to be formed as a non-profit civic **organization** to perform certain functions for the common **good** and general welfare of the **Owners** (as hereinafter defined);

**NOW , THEREFORE**, the Declarant hereby declares that **all** of the property described above **shall** be held, sold and conveyed subject to **this** Declaration of Covenants, **Conditions** and **Restrictions**, which is for the purpose of enhancing and protecting the desirability and **attractiveness** 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, and **shall** subject to **all** limitations herein provided, **inure** to the benefit of each **Owner, his heirs**, grantees, **distributees**, successors and **assigns** and **to** the benefit of the Association.

## ARTICLE I

### DEFINITIONS

The following words, when used in this Declaration of Covenants, Conditions and Restrictions, shall have the following meanings:

1.01 Additional Property. "Additional Property" means any additional property which may be added to the Property and made subject to this Declaration pursuant to Article X hereof.

1.02 Association. "Association" means **GOLDEN MEADOWS HOMEOWNERS ASSOCIATION, INC.**, a non-profit corporation organized under the Georgia Nonprofit Corporation Code, its successors and assigns.

1.03 Board. "Board" means the Board of Directors of the Association.

1.04 By-Laws. "By-laws" mean the By-laws of the Association.

1.05 Common Property. "Common Property" means all real and personal property now or hereafter owned by the Association or in certain instances over which the Association has been granted permanent easements, for the common use and enjoyment of the Owners.

1.06 Declarant. "Declarant" means (i) **GOLDEN CREEK HOMES, INC.**, its successors and assigns, or (ii) any successor in title to all or some portion of the Property or the Additional Property, provided such successor in title shall acquire such property for the purposes of development or sale, and provided further, that in a written instrument, such successor in title is expressly assigned all rights, privileges and options herein reserved to Declarant by the Declarants as hereunder defined at the time of such conveyance; or (iii) should any of the property or the additional property become subject to a first mortgage given by Declarant as security for the repayment of a development loan, then all the rights, privileges and options herein reserved to the Declarant shall inure to the benefit of the holder of such first mortgage upon its becoming the actual owner of the property and additional property then subject to such first mortgage through a judicial foreclosure or sale made pursuant to any power of sale contained in such first mortgage or by a transfer by deed in lieu of foreclosure. All rights, privileges and options herein reserved to the Declarant may be transferred to the successor in title of any such acquired property, provided any such successor in title shall acquire for the purpose of development or sale, all or some portion of such property, and provided further, that in a written instrument, such successor in title is expressly assigned all rights, privileges and options herein reserved to Declarant by the Declarant as hereunder defined at the time of such conveyance.

1.07 Lot. "Lot" means any numbered parcel of land together with improvements thereon shown upon the plat of survey, recorded in Plat Book 95, Page 70, Walton County, Georgia Records, or as similarly shown on supplemental surveys of such tract or such additional tracts as may be added

to the property from time to time, as provided herein, provided however, that no portion of the Common Property shall ever be a lot except as provided for in Section 2.04.

**1.08 Member.** "Member" means **any** member of the Association.

**1.09 Owner.** "Owner" means the record owner (including Declarant) whether one or more persons or entities, of a fee simple title to any Lot, provided, however, that where fee simple title **has** been transferred and is being held merely **as security** for repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid **in full** shall be considered the Owner,

**1.10 Property.** "Property" means that **certain** real property (other **than** Common Property) herein above described together with such additional real property **as** the Declarants **may** acquire and subject to **the** provisions of **this** Declaration of Covenants, Conditions and Restrictions **in** accordance with **the** provisions of Article X hereof.

**1.11 Restrictions.** "Restrictions" means **all** covenants, restrictions, easements, charges, liens and other obligations created or imposed by **this** Declaration.

**1.12 Structure.** "Structure" means:

(a) **any thing** or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of **illustration** and not limitation, **any building or part** thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, **shrub**, sign, signboard, temporary or permanent living **quarters** (including **any** house trailer) or any **other** temporary or permanent improvement to such Lot;

(b) any excavation, grading, **fill**, ditch, diversion dam or other thing or device which affects or alters the natural **flow** or surface waters from, upon or across **any** Lot, or which affects or alters **the flow** of any waters **in** any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and

(c) any change **in** the grade at **any point** on a Lot **of** more than six **(6)** inches, whether or not subsection (b) of this Section 1.12 applies to such change.

## ARTICLE II

### COMMON PROPERTY

2.01 Conveyance of Common Property.

(a) The Declarants may from time to time convey to the \*Association or grant easements to the Association, at no expense to the Association and in accordance with this Section, real and personal property for the common use and enjoyment of the Owners (such real and personal property is hereinafter collectively referred to as "Common Property") and, to the extent set forth in this Declaration of Covenants, Conditions and Restrictions, the general public. The Association hereby covenants and agrees to accept from the Declarants all such conveyances of Common Property.

(b) It is contemplated by the Declarants that the Declarants will convey to the Association Common Property for scenic and natural area preservation and for general recreational use. The Declarants may, at Declarants' sole discretion, modify, alter, increase, reduce or otherwise change the Common Property contemplated to be conveyed to the Association in accordance with this subsection (b) of this Section 2.01 at any time prior to conveyance of such Common Property to the Association.

(c) In addition to the property described in subsection (b) of Section 2.01, the Declarant may convey to the Association such other real and personal property as the Declarants may determine to be necessary or proper for the completion of the Development.

(d) Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Property owned by the Declarants and designated as Common Property or designated for public use shall be reserved to the Declarants until such time as the same shall be conveyed to the Association or to any municipality or other governmental body, agency or authority.

2.02 Right of Enjoyment. Every Owner shall have a right and easement to use and enjoy the Common Property in accordance with these Restrictions and subject to the rules and regulations which may be adopted by the Association, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not owners to use and enjoy any part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section is subject to suspension by the Association as provided in Sections 2.03(c) and 3.06.

2.03 Rights of the Association. The rights and privileges conferred in Section 2.02 hereof shall be subject to the right of the Association acting through the Board to:

(a) promulgate rules and regulations relating to the assignment, use, operation and maintenance of the Common Property;

(b) charge reasonable fees in connection with the admission to and use of facilities or services; provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes;

(c) suspend, pursuant to Section 3.06, the voting rights of any Member and the right of enjoyment granted or permitted by Section 2.02;

(d) grant easements or rights of way over Common Property to any municipality or other governmental body, agency or authority; to any quasi-public agency or to any utility company or cable television system;

(e) enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof;

(f) borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of Common Property, and in aid thereof to encumber by deed to secure debt, mortgage or other security interest, any or all of the Association's property including Common Property and revenues from assessments, user fees and other sources;

(g) dedicate or transfer all or any part of the Common Property or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision that such property or interest held by any such municipality or authority shall cease to be subject to this Declaration or all or any part of the Restrictions.

(h) to sell, lease or otherwise dispose of all or any part of its properties and interests therein; provided, however, that the Association shall not sell, encumber by security interest, convey, dedicate or transfer any Common Property or interest therein without the approval of two-thirds (2/3) of each class of members.

**2.04 Types of Common Property.** At the time of the conveyance of any real property or grant of easement by the Declarants to the Association to be used as Common Property, the Declaration shall designate in the deed of conveyance or easement that such real property is to be Common Property, and further may designate in the deed of conveyance or easement the specific or general purpose or purposes for which such real property or any portion thereof may be used, and in such event, such real property or portion thereof shall not, without a two-thirds (2/3) vote of each class of Members of the Association, be used for any different purpose or purposes.

(a) It is contemplated that certain easements for the erection and maintenance of entrance monuments, subdivision signs, walls, fences and other structures intended to provide an attractive atmosphere or to provide privacy to Owners within the Development will be reserved by the Declaration and set forth on plats of survey of the Development recorded in the County Records.

Such easements shall be perpetual in duration **and** shall include the right to erect, maintain, repair, replace and re-erect any such structures **within** the easement areas, as well as the right to plant grass, plants, flowers, shrubs and trees; to tend and garden same, and to generally landscape the area **within** said easements to keep them clean, attractive and uniform in appearance **for the** benefit of all Owners within the Development. Said easement areas shall be designated as such and all Owners taking title to any Lot upon which such **an** easement lies **will** take title subject to the easement rights set forth herein, **as** well as such rights as may be set forth in the deed conveying such easement to the Association. Such easements shall be common property.

(b) Encroachment Easements. If any buildings or other improvements initially constructed on **any** of the Lots, including without limitation, any eaves, roof overhangs, balconies, **siding**, porches, or other structures **which** may be attached to the walls and roof of such **buildings**, and which may encroach onto or over or extend into the air space of any **portion** of the Common Property, or conversely, if **any** such improvements **initially** constructed on the Common Property encroach **onto** or over **portions** of any Lot, a valid easement for the encroachment **and** for the maintenance, repair and replacement thereof, shall exist so long **as** the encroachment exists.

**2.05** Delegation of Use. **Any** Owner may delegate **his** right to use **and** enjoy the Common Property to the members of **his** family, his **social** invitees or his tenants **who** reside on a lot. Tenants **who** reside on a Lot shall have the **same rights of** delegation **as an** Owner. Any delegation of rights must **be** made in accordance with the By-laws and **will be** subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

### ARTICLE III

#### THE HOMEOWNERS' ASSOCIATION

**3.01** Purposes, Powers and Duties of the Association. The Association shall be formed as a non-profit civic organization for the sole purpose of performing certain functions for the common **good and** general welfare of the residents of the Development. To **the** extent necessary to carry out such purpose, the Association shall have **all of** the powers of a corporation organized under the Georgia Nonprofit Corporation Code and shall have the power and duty to exercise **all** of the rights, powers and privileges and to perform **all of the** duties and obligations of the Association **as** set forth in this Declaration.

**3.02** Membership in the Association. Every owner shall automatically be a member of the Association and such membership shall terminate only as provided in this Declaration of Covenants, Conditions **and** Restrictions.

**3.03** Voting rights. Subject **to** the following provisions of **this** Section **3.03**, the Association shall have two classes of voting membership: Class **A** and Class B.

(a) **Class A.** Every person who is **an** Owner, with the exception of the Declarants except as otherwise set forth herein, shall be a Class A member and shall be entitled to one vote for each Lot owned. When more **than** one person is a Class A member by virtue of **an** ownership interest **in** the same Lot, the vote for such Lot shall be exercised **as** they, among themselves, determine, but in no event shall more **than** one vote be cast with respect to **any** Lot. In the event of disagreement among such persons and an attempt by two or more of them to cast the vote of **such** Lot, such persons shall not be recognized and the vote of such Lot shall not be counted. The membership of Class A members shall automatically terminate upon the members' sale of **his** Lot.

No termination of Class A membership shall affect such members' obligation to pay assessments, as hereinafter provided **for**, due and payable for **any** period prior to the date of such termination, and there will be no refund for assessments paid for periods **falling after** the date of such termination.

(b) **Class B.** The Declarants shall be the sole Class B' members. Class B membership shall be a full voting membership and during its existence the Class B members shall be entitled to vote on all matters **and in** all events. The Class B members **shall** be entitled to three (3) votes for each Lot owned. The **Class B** memberships shall cease and **shall** be converted to Class A membership at such time as the first of the following events occur: (1) the expiration of five (5) years from the date of recording of this Declaration; (2) the date three-fourths **100%** of the Lots which may be developed **on** the Property **and** on the Additional Property **shall** have been conveyed by either Declarants **or by a** builder who purchased the Lot **from Declarants** for the **purpose of** erecting a **dwelling thereon**, to **an** individual Owner or Owners for residential occupancy; or (3) the surrender **by** the Declarants of the authority to appoint **and remove** members of the **Board** of the Association by **an** express amendment to this Declaration executed and recorded by the Declarants; provided, however, that so long as any Mortgagee of Declarants holds a security interest in any portion of the Property as security for a Development **Loan** to Declarants, the **Class B** membership **shall** not terminate without the prior written consent of **such** Mortgagee. If at the time of termination of the Class B membership Declarants still own **any** Lots, then **as** to each such Lot, Declarants shall be deemed to be Class A members.

### 3.04 **Board of Directors and Officers.**

(a) **Board.** The affairs of the **Association** shall be managed by a **Board** of Directors. The **number** of directors **and** the method of election of directors shall be as set forth in this Declaration and in the By-laws of the Association. Except to the extent otherwise expressly required **or** authorized by the Georgia Nonprofit Corporation Code or **this** Declaration, the Association's By-laws or Articles of Incorporation, the powers inherent in or expressly granted to the Association may **be** exercised **by** the **Board**, acting through the officers of the Association, without any further consent or action on the part of the Members.

(b) **Officers.** The number of officers and the method of election of officers shall be as set **forth** in this Declaration and the **By-laws** of the Association. Notwithstanding any other

language or provision to the contrary in this Declaration, in the Articles of Incorporation, or in the By-laws' of the Association, officers **of** the Association shall be appointed by the Board until such times as Declarants no longer have the right to appoint members to the Board.

(c) Casting of Votes. The votes of the members shall be cast under such rules and procedures as may be prescribed in this Declaration or in the By-laws of the Association, as amended from time to time, or by law.

**3.05 Board of Directors**. The affairs of the Association shall be managed by a Board of Directors. The number of Directors and the method of election **of** Directors shall be **as set forth** in this Declaration and the By-laws of **the** Association.

**3.06 Suspension of Membership**. The Board may suspend the voting rights of any Member and the right of enjoyment of the Common Property of any person who:

(a) shall be subject to the right of abatement, **as** defined in Section 8.02 by reason of having failed to take the reasonable steps to remedy a violation or breach of the Restrictions within thirty (30) days after having received notice of same pursuant to the provisions of **Section 5.05** or 8.02 hereof;

(b) **shall** be delinquent in the payment **of any** assessment levied by the Association pursuant to the provisions of Article IV hereof; or

(c) shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance **of** Common Property.

Any suspension shall be for the balance of the period in which said Member or person shall **remain** in violation, breach or default, as aforesaid, except **that** in the case of a violation described in subsection (c) of this Section **3.06**, the suspension may be **for a period** of time not to exceed 60 days after the cure or termination of such violation. No suspension **shall** prevent **an** Owner's ingress to or egress **from** his Lot,

**3.07 Voting Procedure**. **The** procedure **for** the election **of** Directors of the Association and **the** resolution of such other issues as may be **brought** before the membership of the Association shall be governed by **this** Declaration, the **Georgia** Nonprofit Corporation Code, the Articles of Incorporation of **the** Association, **and** the By-laws **of** the Association, **as** each shall **from time to time** be in force **and** effect.

**3.08 Control by Declarant and Appointment of the Board**. Until such **time as** Declarants no longer **has** the right to appoint members to the **Board**, the **Board of the** Association shall consist of **three (3)** members. **Notwithstanding any** other language or provision to **the** contrary in this Declaration, the Articles of Incorporation, or &e By-laws of the Association, the Declarants hereby retains **the right** to appoint **two (2)** members to the **Board**. **The** right of Declarants to appoint

members of the Board also includes the right to remove and replace their appointees until **such** time as the **first of the** following **events** shall occur: (1) the expiration of **five (5) years** from the date of recording of this Declaration; (2) the date **upon** which three-fourths 100% of the Lots which may be developed on the Property and on the Additional Property **shall** have been conveyed by either Declarants or by a builder who purchased the Lot from Declarants for the purpose of erecting a dwelling thereon, to **an** individual Owner or Owners for residential occupancy; or (3) the surrender by the Declarant of the authority to appoint and remove members of the Board of the Association **by** an express amendment to this Declaration executed and recorded by the Declarants. Upon the expiration of the Declarants' right to appoint and remove directors of the Association pursuant to the provisions of this Section, such **right shall** automatically pass to the Owners, including Declarants if Declarants then **owns** one or more Lots. Upon the final expiration of all **rights of** Declarants to appoint and replace directors of the Association, a special meeting of the Association **shall** be called. At such special meeting, the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board and Declarants shall **deliver** the books, accounts, and records, **if** any, which Declarants has kept on behalf of the Association, and **any** agreements or contracts executed by or on behalf of the Association during such period which Declarants have in **their** possession. Each Owner by acceptance of a deed to or other conveyance of a Lot vests **in** Declarants such authority to appoint and replace directors and officers of the Association as provided in the Section. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law **and any** other **right** or privilege reasonably to be implied from the existence of any **right** or privilege **given** to it herein or reasonably necessary to effectuate any such **right** or privilege.

**3.09** Distribution of Assets Upon Dissolution. In the event of the dissolution of the Association, the assets thereof shall be distributed to one or more public bodies, corporate or politic, or conveyed to one or more non-profit organizations having purposes **similar** to those **of** the Association.

## ARTICLE IV

### ASSESSMENTS AND MAINTENANCE CHARGES

**4.01** Covenant for Assessments and Creation of Lien and Personal Obligations. The Declarants, to **the** extent that Declarants are Owners, hereby covenants and agrees, **and** each Owner, **jointly** and severally, for himself, his heirs, distributees, legal representatives, successors and assigns, by acceptance of a deed for a Lot, whether or not the covenants contained hereby shall be expressed in any such deed, hereby covenants and agrees as follows:

(a) to pay the Association the annual assessments which may or shall be levied by the Association pursuant to **this** Declaration against all Lots owned **by him**;

(b) to pay to the Association any special assessments for capital improvements and other charges which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him;

(c) That there is hereby created a continuing charge and lien upon all Lots owned by him against which **all** such assessments are made to secure payment of such assessments and any penalties and interest thereon as provided in Section 4.07 hereof and costs of collection including reasonable attorneys' fees;

(d) that such continuing charge and lien on such Lots binds such Lots in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter in any ~~manner~~ arise or be imposed upon such Lots whether arising from or imposed by judgment or decree or by **any** agreement, contract, mortgage, deed to secure debt, or the instrument, except (i) such liens for taxes or other public charges as are by applicable law made superior, and (ii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction, repair or alteration of Structures;

(e) that no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Lot or Lots from liability for any assessment thereafter assessed;

(f) that **all annual** and special assessments (together with interest thereon as provided in Section 4.07 of this Declaration and costs of collection including reasonable attorneys' fees) levied against any Lot or Lots owned by him during the period that he is an Owner shall be (in addition to being a continuing charge and lien against such Lot or Lots as provided in Section 4.01(c) of this Declaration) a personal obligation which will survive any sale or transfer of the Lot or Lots owned by him, provided, however, that such personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor.

**4.02 Purpose of Assessment.** The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the people of the new **community** of the Development, including, but not limited to, and in addition to other purposes set forth in this Declaration, security, the acquisition, construction, improvement, maintenance and equipping of Common Property, the enforcement of the Restrictions contained in this Declaration, the enforcement of the Design Standards of the Declarant, the payment of operating costs and expenses of the Association, the payment of **taxes** on any Common Property, and the payment of **all** principal and interest when due on **all** debts owed by the Association.

**4.03 Accumulation of Funds Permitted.** The Association shall not be obligated to spend in **any** calendar year all the sums collected in such year by way of **annual** assessments or otherwise, and may carry forward, as surplus, any balances remaining; **nor** shall the Association be obligated to apply **such** surplus to the reduction of the amount of the Annual Assessments in any succeeding year,

but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

#### **4.04** Annual Assessment of Maintenance Charge.

(a) Subject to the terms of this Article, each Lot in the Property is hereby subjected to **an** annual maintenance charge for the purpose of creating a fund to be known as the "maintenance fund". The amount of the **annual** assessment shall be set forth in an annual budget to be prepared by the Board of Directors covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund, in accordance with a capital budget. The Board shall cause a copy of the budget, **and** the amount of the assessments to be levied against each Lot for the following year, to be delivered to each Owner at least fifteen (15) days prior to the proposed effective date. The budget and the assessments shall become effective **unless** disapproved by a vote of at least a **majority** of the **total** Association membership. Unless requested by the Members **in** accordance with the provisions for calling a special meeting by the Members, **as** set forth in the By-Laws, the budget and assessment may take effect without a meeting of the Members. Notwithstanding the foregoing, however, **in** the event the membership disapproves the proposed budget or the Board fails **for any** reason so to determine the budget for **the** succeeding year, then **and** until such time as a budget **shall** have been determined, the budget and assessment in effect for the then current year **shall** continue; and the Board may propose a new budget at any time during the year by causing to be delivered to the Members such proposed budget and assessment at least fifteen (15) days prior to the proposed effective date. Annual assessments or maintenance charges will be paid by the Owner or Owners of each Lot within the Property (and any area annexed under the jurisdiction of the Association) in advance in monthly, quarterly or annual installments.

(b) The annual maintenance charge **and** assessment will commence **as** to each Lot on the first day of the month following the earliest to occur of the following events: (i) upon the occupancy of a permanent dwelling located on the Lot as a resident; or (ii) upon the conveyance by a builder who **has** purchased the Lot from Declarant for the purpose of erecting a dwelling thereon to **an** Owner or tenant for residential occupancy.

(c) Neither the Declarant nor **any** builder **who** has purchased a Lot from Declarants for the purpose of erecting a dwelling thereon shall be subject to **the annual** maintenance charge and assessment. Notwithstanding the preceding, the annual maintenance charge **and** assessment will commence as to each Lot owned by Declarant or a builder upon the occupancy of a permanent dwelling located thereon as a residence. For the calendar year in which the sale is closed, the maintenance charge shall be prorated as of the date of closing. If required by law or upon **consent** by Declarant, **or** for **any** other reason, Declarant **is** required to pay assessments on unoccupied **lots**, any builders, **who** have purchased a Lot from Declarant for the purpose of erecting a dwelling thereon shall **likewise** be required to pay assessments with respect to **any such lots** owned by them. Assessments due for each Lot owned by a builder **shall equal** the assessments due for each

Lot owned by Declarant, unless that amount would exceed the assessments due from regular residential Owners. In no event shall Declarant or ~~any~~ builder be required to pay ~~any~~ portion or portions of assessments that are due and payable prior to the date upon which the Declarant is required to pay assessments. In addition and notwithstanding anything to the contrary herein, the Declarant may contribute assessments due from it in services or materials or a combination of services ~~and~~ materials, rather than in money (herein collectively called "in kind contribution"). The amount by which monetary assessments shall be decreased as a result of ~~any~~ in kind contribution shall be the fair market value of the contribution. If the Declarant and the Association agree as to the value of ~~any~~ contribution, the value shall be as agreed. If the Association and the Declarant cannot agree as to the value of any contribution, the Declarant shall supply the Association with a detailed explanation of the service performed and material furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors, approved by the Declarant, who are in the business of providing such services and materials. If the Association and the Declarant are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

4.05 Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessments authorized by this Article IV, the Association may levy:

(a) 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 nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon Common Property, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by a two-thirds (2/3) vote of each class of Members of the Association who are present in person or by proxy at a meeting duly called for such purpose. The aggregate fund established by such special assessment shall be maintained in a segregated account, and shall be for the purpose of insuring that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment, the cost of nonrecurring maintenance or services deemed necessary or desirable by the Board; and

4.06 Notice and Quorum. ~~Written~~ notice of any meeting called for the purpose of taking action authorized under Sections 4.04 or 4.05 shall be sent to all Members, ~~or~~ delivered to their residence, 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 entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, 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.

4.07 Effect of Nonpayment of Assessments. If any assessment or installment is not paid within fifteen (15) days after the Due Date there may be imposed a late or delinquency charge in the

amount of the greater of Five Dollars (\$5.00) ~~or~~ ten percent (10.0%) of ~~the~~ amount of each assessment or installment, and any late charge connected therewith, which is not paid within thirty (30) days after the Due Date of the assessment, shall bear interest (from the Due Date with respect to the assessment or installment, and the date such charge was imposed with respect to the late charge), at such rate of interest as may be established by the Board of the Association, or if ~~no~~ sale has been established by said Board, at the rate of ten percent (10%) per annum; provided, however, that ~~in~~ no event shall the Board have the power to establish a rate of interest ~~in~~ violation ~~of~~ the laws of the State of Georgia. If any one or more installments of any assessment is not paid ~~within~~ thirty (30) days after the Due Date, the Board may declare any remaining balance of the assessment at once due and payable. In the event that an Owner shall fail to pay fully any portion of any assessment or installment on or before the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with any delinquency charges, interest, and costs of collection, including ~~court~~ costs, the expenses of sale, ~~any~~ required for the protection and preservation of the Lot, and reasonable attorney's fees, shall be a binding personal obligation of such Owner, as well as the lien on such Owner's Lot enforceable ~~in~~ accordance ~~with~~ ~~the~~ provisions of the Declaration. In addition to the above, if ~~any~~ Owner has not paid any assessment or installment, or any late charges or expenses related thereof, ~~within~~ sixty (60) days after the Due Date of the assessment or installment, the Association shall have the right to notify ~~any~~ or all mortgagees having a security interest in such Owner's Lot or ~~lots~~ that such Owner is ~~in~~ default in the performance of his obligations under the Development Documents, and of those actions taken or proposed to be ~~taken~~ by the Association as a result of the default.

**4.08** Certificate of Payment. Upon Written demand by an Owner, the Association shall within a reasonable period of time, issue and furnish to such ~~Owner~~ a written certificate stating that all assessments (including penalties, interest and costs, if any) have been paid with respect to any Lot owned by said Owner as of the date of such certificate, or that ~~all~~ assessments, interest and costs have not been ~~paid~~, setting the amount ~~then~~ due and payable. ~~The~~ Association may make a reasonable charge for the issuance of such certificate. ~~Any~~ such certificate, when duly issued as herein provided, shall be conclusive ~~and binding with~~ regard to any matter therein stated as between the Association any bona fide purchaser of, or lender on, the Lot in question.

## ARTICLE V

### ARCHITECTURAL CONTROL

**5.01** Approval. Declarant ~~shall~~ have the right to review all building plans and specifications for any dwelling or any accessory appurtenant structure, ~~for~~ any exterior addition to, change in or alteration of any dwelling or accessory structure erected and maintained, or ~~proposed~~ to be erected or maintained, upon ~~any~~ lot. Declarant shall have the sole discretion, ~~power~~ and ~~authority~~ to approve or disapprove any or all of said plans or specifications.

5.02 Plan Specification. Before construction of any dwelling or any other accessory structure including swimming pools, prior to clearing, grubbing, grading, or obtaining any permits for construction or related to construction of any improvements or structures from governing authorities of Walton County, Georgia, a lot owner shall provide to Declarant an accurately drawn dimensional Site Plan which shall show the location of **any** and all **structures** to be built or erected upon such lot, the location of the **rives** **and** driveways, and shall further submit final building plans and specifications for all structures and for all appurtenant structures, including **any** and all of the aforementioned items. **Any** and all such plans and specifications are subject to the prior review **and** approval in writing by the Declarant. In the event that the Declarant disapproves the plans or **any** portion thereof, then no clearing, grubbing, grading, or construction may be commenced on such lot until such time as revised plans have **been** resubmitted to the Declarant, which meet the approval of the Declarant. In the event that the Declarant **has** approved plans and specifications, **any** changes or modifications thereto must be submitted to and approved by the Declarant in accordance with the provisions hereof. A lot owner shall submit one (1) copy of all such plans and specifications of the dwelling and accessory appurtenant structures, if **any**, together with the Site Plan **and** all other plans **and** specifications required hereby, which the owner proposes to construct or erect on his lot, a copy of which shall be retained by the Declarant for its records. Such plans and specifications shall include, but not be limited to, among other things, the following **minimum** information:

- (a) Nature, kind and shape of structure;
- (b) **Type** of materials to be used in construction;
- (c) Finishes and colors of **all** exterior surfaces;
- (d) Proposed location of the dwelling and accessory buildings, if **any**, on the lot and the floor plans of **same**;
- (e) Location of **drives**, walks, **building** setbacks, fences, gates, easements and parking areas;
- (f) **Name**, address and telephone number **of the** proposed builder.

5.03 Inspection Rights. Declarant may, after reasonable notice, at **any** reasonable **time** or times, enter upon **any** Lot and Structure thereon for the purpose **of** ascertaining whether the installation, construction, alteration or maintenance of **any** Structure **or** the **use** of any Lot or Structure is in compliance with the provisions of this Declaration; and the Declarant shall not be **deemed** to have committed a trespass or other **unlawful** act solely by reason of such entry or inspection, provided such inspection is carried out in accordance **with the** terms of this Section.

5.04 Obligation to Act. Declarant **shall** take action on any plans **and** specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the Declarant, if **granted**, shall **be** placed in writing on the plans **and** specifications **and shall** be returned to the

applicant. Failure of the Declarant to take action within thirty(30) days of the receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

**5.05** Violations. If any Structure shall be erected, placed, maintained or altered upon **my Lot**, otherwise **than** in accordance **with** the plans and specifications approved by the Declarant pursuant to the provisions of this Article, such erection, placement, maintenance or alteration **shall** be deemed to have been undertaken in violation of **this Article** and without the approval required herein. If in the opinion **of** the Declarant such violation shall have occurred, the Declarant shall notify the Association. If the Board shall agree **with** the determination of the Declarant **with** respect to **the** violation, then the Board shall provide Written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to **remedy** the violation. If the owner shall not have taken reasonable steps toward the required remedial action within **thirty (30)** days after the mailing of the aforesaid notice of Violation, then **the** Association shall have the Right of Abatement as provided in Section 8.02 hereof.

**5.06** Certification of Compliance.

(a). Upon completion of the installation, construction or alteration **of** any Structure in accordance **with** plans and specifications approved by the Declarant, the Declarant shall, upon written request of the Owner thereof or upon the Declarant's own initiative, issue a Certificate of Compliance, identifying such Structure and Lot **upon** which such structure is placed, and stating that **the** plans and specifications have been approved **and** that such Structure complies **with** such **plans** and specifications. A copy of **said** Certificate shall be filed for permanent record with the plans and specifications on file **with** the Declarant.

(b) Any Certificate **of** Compliance issued **in** accordance **with** the provisions **of** **this** Section shall be prima facie evidence **of** the facts therein stated; **and** as to **any** purchaser or encumbrancer in good **faith and for value, or as to any** title insurer, such certificate shall be conclusive evidence that all Structures on the Lot **comply with** all the requirements of this Article, provided, however, that the Certificate shall in **no** way be construed to certify the acceptability, sufficiency or approval by the Declarant **of** the actual construction of Structures **or of** the workmanship, or to represent or warrant to anyone the **quality, function** or operation of the Structures or **of** any construction, workmanship, engineering, materials or equipment. The issuance of the Certificate shall in no way be construed to **certify to any party** that **the** Structures have been built in accordance **with any** applicable rule or regulation other **than** those of the Declarant.

**5.07** Fees. The Declarant may **impose and** collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to Section **5.03**. The fee shall be established from time to time by the Declarant or Association.

**5.08** Nondiscrimination by Declarant The Declarant shall not discriminate against any applicant requesting its approval of **plans** and specifications because of such applicant's race, color, sex, **religion**, age or national **origin**. Further, the Declarant in the exercise **of its** powers granted

pursuant to this Declaration shall not take **any** action the intent or effect of which is to discriminate against persons of a particular race, **color**, sex, religion, age or **national** origin.

## ARTICLE VI

### GENERAL COVENANTS AND RESTRICTIONS

**6.01** Application. The covenants and restrictions contained in this Article VI shall pertain and apply to all Lots and to all **Structures** erected or placed thereon.

**6.02** Residential Use. All **Lots** shall be used for Single-family residential purposes **only** and for no **other** purpose provided that Declarants may operate a **sales** office and/or model home on a Lot or Lots designated by Declarant.

**6.03** Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, **gift**, transfer, or otherwise, without the prior Written approval of the Declarant of plans and specifications for such split, division or subdivision. Notwithstanding the foregoing, nothing herein shall prevent Declarants or the Owners of any contiguous Lot from combining two or more **Lots** into one Lot for construction of a single residence thereon; provided, however, that such combined Lot may not be subdivided thereafter; and provided **further**, that the Owner of the residence on such Lot shall be responsible for annual **and** special assessments based **on** the number of Lots combined into one Lot.

**6.04** Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the **prior** written approval **of the** Declarant of plans and specifications **for the** prevention and control **of** such erosion or siltation. The Declarant may, **as** a condition of the approval of such plans **and** specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include, by way of example **and** not of limitation, physical devices of controlling the run-off and drainage of water, special precautions in **grading** and otherwise **changing** the **natural** landscaping.

**6.05** Signs. No sign **of any kind** shall be erected by **an** Owner or occupant of a Lot **within** the Development. Notwithstanding the foregoing, residents **shall** have the right to erect reasonable **and** appropriate signs, **and** "For Sale" and "For Rent" **Signs**. Declarant may erect entry signs **and** sales and information signs.

**6.06** Vehicles. The term "vehicles" as used herein shall include, without **limitation**, motorcycles, minibikes, scooters, go-carts, trucks, vans, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located **on** a Lot. Parking in **yards** or on streets within the Development is prohibited. Lot Owners' visitors may temporarily **park** on the

street. No inoperable, junk or abandoned cars **shall** be allowed on the **property**. Any restoration or repairs must be performed **so that it cannot be seen from any public right-of-way** in the subdivision.

**6.07 Recreational Vehicles, Trailers, and Swimming Pools.** No school **bus**, truck or commercial vehicle over one (1) ton capacity, house trailer, mobile home, motor home, recreational vehicle, or like equipment shall be permitted on **any** Lot on a **permanent** basis, but shall be allowed on a temporary basis not to exceed three (3) consecutive days. Boats, boat trailers, motor homes, recreational vehicles and campers **shall** be permitted, but only if stored inside the garage or in the rear of **each** unit and is concealed **from** view by neighboring residences and streets, and only after obtaining written consent of the Declarant. No above ground swimming pools **shall** be allowed unless, express written permission is granted **by** Declarant and a deck **is** built around such pool. **Any** trash, firewood, woodscraps, building materials or other such materials contained **in any** vehicle or trailer shall be covered **from** view. **This** provision shall **not** apply to declarant or any builder in the process **of** constructing **an** approved structure on any Lot.

**6.08 Occupancy of Houses.** All houses constructed on Lots **in** the Development must be completely finished on **the** exterior in accordance with the plan approved by the Declarant before it can be occupied. All of **the** yard which is visible **from** the street must be planted with **grass, sod, or** have other suitable ground cover. The front yard must be sodded.

**6.09 Material of Front of Dwelling.** The front of every dwelling **shall** be accented with brick, stone, stucco, vinyl or concrete siding. Declarant reserves the **right** to approve all proposed finishes.

**6.10 Square Footage Requirements.** One-story dwelling buildings erected **on any** lot **shall** have not less than 1800 square feet of heated floor space with a ceiling height of not less **than** eight feet in all enclosed, heated, habitable areas. **This** floor space requirement shall be exclusive of **any** space in garages, **porches, and** finished basements. Two-story dwellings **shall** be no less **than** 2000 square feet.

**6.11 Driveways.** Driveways must be paved with asphalt, concrete, or the equivalent.

**6.12 Garages.** All garages are to be enclosed with doors. All garages must be no less **than** two cars in size. Unattached garages are permissible as long **as** such garage is constructed in the same architectural style, **with** the same colors **as** the dwelling on the Lot. **Garages** may have front or side entry.

**6.13 Animals and Pets.** No **animals**, livestock or poultry of any kind may be raised, bred, **kept**, or permitted on **any** Lot, with the exception of dogs, cats, or other **usual and** common household pets in reasonable number. No pets shall be **kept**, bred, or maintained for **any** commercial purpose. Dogs which are household pets shall at all times, **when** outside, be on a leash or within an allowable fence. No pet shall be allowed to **make an** unreasonable amount of noise or to become a

nuisance. No wild or game **animal** may be kept **as** a pet regardless of whether **any** permit **has** been obtained by the owner **of** such **pet** **from** the State of Georgia or other governmental authority which requires permits for the keeping of such animals.

**6.14** Fences and Outbuildings. No fence, **wall** or outbuilding of **any** kind **shall** be erected, maintained, **or** altered on any Lot without the prior written approval of the Declarant of plans **and** specifications for such fences and walls. No fencing between the main dwelling and the public right-of-way. All fences facing the public right-of-way shall consist **of** some type of decorative wood front, **and** the remaining to be of all wood or black vinyl-coated chainlink **unless** approved by the Declarant.

**6.15** Antennae. No exterior television or radio antennae, satellite dish or receiver shall be placed, allowed, or maintained upon **any** portion of the Development, including **any** Lot, if such antennae is visible from **any** public or private street providing access to or located with the Development. **Notwithstanding** the above, no satellite dish larger than 30" **shall** be placed, **allowed**, or maintained **upon any** portion **of** the Development, including any Lot without approval from **the** Declarant. Each Owner and occupant of **a** Lot acknowledges that **this** provision benefits all Owners and occupants **of** Lots **and** each Owner and occupant of a Lot agrees to comply with this provision despite the fact that the erection of any outdoor antennae or similar device **would** be the most cost effective way to **transmit** or receive the signals sought to be transmitted or received.

**6.16** Building Location. No building shall be located nearer to a street or side line **than** indicated **by** the building line restriction shown on the recorded plat. For the purpose of **this** covenant, eaves, **steps**, and open porches not covered by roof structure shall not be considered **as a part** of a building.

**6.17** Garbage Cans. Woodpiles. Etc. All garbage cans, woodpiles, trash, building materials, **swimming** pool pumps, filters, trampolines or other play equipment, and **any** other related equipment **shall** be located or screened so **as** to be concealed from view of neighboring streets **and** property.

**6.18** Firearms. The discharge **of** firearms **in** the Development is prohibited. The term "firearms" include "B-B" **guns**, pellet guns and **guns of** all types.

**6.19** Mailboxes. All **mailboxes and** stands shall be **of** similar style or **as** otherwise approved by Declarant. **All** mailbox stands shall be maintained **in** a good state of repair. No freestanding paper boxes shall **be** allowed.

**6.20** Liability for Damage. Damage rendered to the public right-of-way by subcontractors or suppliers whose presence is directly due to the construction site of a builder or owner shall become the liability **of** the owner of the lot. Such damage may be in the form of **broken curbing or** storm drain facilities, concrete spills on the roadway, cracked asphalt, and/or damage to landscaping **along** right-of-way, **as** well as other types of damage.

**6.21 Monuments, Statues, Decorative Structures, etc.** No monument, statue, freestanding flagpole, birdbath or decorative structure including freestanding flagpoles, shall be erected or placed in front of my dwelling Without Written approval of the Declarant. Written approval of decorative items may be limited in duration. Approval of holiday decorations is limited in duration to a reasonable amount of time after such holiday has ended.

**6.22 Nuisance.** It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Development shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Development, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device shall be used except those devices used exclusively for security purposes or required by law.

**6.23 Clothes Lines and Air Conditioners.** No outside clothes lines will be permitted. Window mounted air conditioners will not be permitted in view of the public right-of-way.

**6.24 Front Entranceway/Easement.** Declarant hereby agrees to maintain the shrubbery, plants, trees, grass, flowers, structures, signs, etc., making up the entranceway to the subdivision until 75% of the Lots in the property and any additional property has been purchased by an individual Owner or Owners from the Declarant or a builder for the purpose of erecting a dwelling thereon for residential occupancy. Declarant reserves for itself and its successors and assigns, the right to enter on those lots in order to maintain the landscaping. Such Lot owner shall be prohibited from removing or changing such landscaping or interfering with its maintenance.

**6.25 Subdivision Maintenance by Declarant.** Declarant will maintain the subdivision right-of-way until 75% of the Lots in the property and any additional property has been purchased by an individual Owner or Owners from the Declarant or a builder for the purpose of erecting a dwelling thereon for residential occupancy.

**6.26 Exterior Colors.** All exterior colors shall be approved by the Declarant. Declarant reserves the right to disallow garish colors or shades of colors that Declarant deems to be generally offensive or not compatible with the rest of the subdivision.

**6.27 Lien Rights.** Declarant shall have the right to expend such sums as are necessary to bring a lot within compliance with the terms and conditions of these covenants. In the event the lot

owner fails to reimburse Declarant **for** such expense on or before **30 days after** written notice is posted in the **U.S. Mail** demanding such reimbursement, Declarant shall have the **right** to place a **lien** on such lot. Such notice shall specify the exact provision of the covenants which were violated and the nature of the expense incurred **along** with copies of paid invoices. Notice shall be **by** Certified Mail.

6.28 Non-Waiver by Declarant. The failure of Declarant to insist in any one or more cases upon strict performance of the terms, covenants, **conditions**, provisions or agreements herein contained shall not be constructed as a waiver or **a** relinquishment in the future of the enforcement of **any such** term, covenant, condition, provision or agreement. The acceptance of performance of **anything** required to **be** performed with knowledge of the breach of a **term**, covenant, condition, provision of agreement shall not be deemed to have been made unless expressed in writing and signed **by** Declarant.

6.29 Zoning. Zoning regulations applicable to property subject to **this** Declaration shall be observed. In the event of **any** conflict between **any** provision of such zoning restrictions and the restriction of **this** Declaration, the more restrictive provisions shall **apply**.

## ARTICLE VII

### EASEMENTS, ZONING AND OTHER RESTRICTIONS

7.01 Structural Support. Every portion of a **dwelling** or any other Structure which contributes to the structural **support** of another dwelling or Structure shall be burdened with an easement for structural **support**, and each Lot shall also have the right to lateral **support which** shall be **appurtenant** to and **pass** with the title to such Lots.

#### 7.02 Other Easements.

(a) Declarant hereby expressly reserves to the Declarant, their successors and assigns forever, **the** right to create perpetual easements **in, on, over and under** any part of the Property owned **by** Declarant for any purpose which Declarant deems necessary; including, by way of illustration **and** not limitation, **the** following:

(i) the erection, installation, construction **and** maintenance of wires, **lines**, conduits and poles and the necessary or proper attachments **in** connection with **the** transmission of electricity, telephone, cable television **and** other utilities and **similar** facilities;

(ii) the erection, installation, construction **and** maintenance of storm-water **drains**, land drains, public and private **sewers**, irrigation systems, pipelines for supplying gas, water **and** heat, **and** for **any** other **public** or quasi-public facility, service or **function**;

(iii) slope control purposes, including the right to grade and plant slopes **and** to prevent the doing of any activity which might **interfere** with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow;

(iv) the planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature; and

(v) the erection, installation, construction and maintenance of fences, **walls, monuments**, signs, etc. along **streets** in, around and **along** entrances to **the** Development. Including the **right** to landscape such areas, **plant, re-plant and prune** hedges, shrubbery, bushes, trees, flowers, grass and plants **of** any nature.

(b) No Owner shall have any **right** to use **any** easement created by the Declarant in, on **or** over **any** portion of the Property unless such easement has been assigned by the Declarant to the Association.

(c) The Declarant hereby reserves for himself, his successors **and** assigns, across the initial phase of the Property **and** across each portion of the Additional Property subsequently submitted to this Declaration by Annexation as provided in Article X hereof, perpetual easements appurtenant to said property for the **following uses** and purposes:

(i) ingress and egress by vehicular and pedestrian traffic over such drives, roadways, walkways **and** paths **as** are shown on the plat or plats recorded **in** connection with the **initial** phase of the Property and such portions of the Additional Property as are submitted to this Declaration, and such drives, roadways, **walkways and paths as may** be constructed in the **future**;

(ii) **installing, operating, maintaining and** replacing wires, pipes, conduits and **other** structures and facilities necessary to the furnishing of **gas**, water, sewerage, **storm drainage, electricity, street lights, telephone, and other utilities and** services, including the **right** to use in **common with the Owners in the initial phase of the Property and portions of the Additional Property** subsequently submitted to this Declaration, **and** wires, pipes, conduits, **and other** structures and facilities furnishing such utilities and services to such **Owners**.

(d) In addition to the above, the Declarants hereby grant **a general** easement in favor of **utility**, cable television **and** other such service companies across the **initial** phase of the Property, **and** across each portion of the Additional Property subsequently submitted to this Declaration by Annexation as provided **in** Article X hereof, to maintain, repair, replace and service wires, pipes, conduits, street lights and other structures and facilities provided for the benefit of **the** Owners.

(e) The easements created in this Article VI are in addition to **any** easements or **rights** created elsewhere in this Declaration or in other easements of record. The provisions of **this**

Article VI may not be amended Without the written consent of the Declarants, their successors and assigns.

7.03 Easement Area. The words “EasementArea” as used herein shall ~~be~~ *those* area on any Lot with respect to which easements are shown on a recorded deed or on ~~any~~ filed or recorded map or plat relating thereto.

7.04 Entry. The Declarants ~~and~~ their employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement ~~Area~~ for any ~~of~~ the purposes for which such Easement Area is reserved without being deemed to have committed a ~~trespass~~ or wrongful act solely ~~by~~ reason of such entry and the carrying out of such purposes, provided the same are done in accordance the provisions of ~~this~~ Article. The Declarants and their employees, agents, successors ~~and~~ assigns shall be responsible for leaving each lot in good condition and repair following any work or activity undertaken in ~~an~~ Easement Area.

7.05 Zoning and Private Restrictions. None ~~of~~ the covenants, restrictions or easements created or imposed by this Declaration ~~shall be~~ construed as ~~permitting any~~ action prohibited by applicable zoning laws, or by the laws, rules or regulations or ~~any~~ governmental body. In the event ~~of any~~ conflict between such laws, ~~rules~~ or regulations ~~and~~ the covenants, restrictions ~~and~~ easements created or imposed by this Declaration, the most restrictive provision ~~shall~~ govern and control.

## ARTICLE VIII

### ENFORCEMENT

8.01 Right of Enforcement. ~~This~~ Declaration and the restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) the Declarants so long ~~as~~ they are ~~an~~ Owner, (ii) the Association and (iii) each Owner, his legal representatives, heirs, successors and assigns.

8.02 Right of Abatement.

(a) Except where different notice provisions are provided in ~~Section 5.05~~, specifically, ~~or in any~~ other section ~~of this~~ Declaration, ~~in the event of~~ a Violation ~~or~~ breach ~~of any~~ Restriction contained in this Declaration, the Association ~~shall give written notice by certified mail to~~ the Owner setting ~~forth~~ in reasonable detail the nature ~~of~~ such violation or breach and actions needed to be taken to remedy such violation or breach. If the Owner shall ~~fail~~ to take reasonable steps to remedy such violation or breach ~~within~~ thirty (30) days after the mailing of such written notice, then the Association ~~shall~~ have the Right of Abatement. ~~If any~~ assessment, interest, cost or ~~charge~~ required by this Declaration is not paid ~~within~~ sixty (60) days after ~~such~~ assessment is due or such charge is imposed, the Association shall have the right to ~~notify~~ any or ~~all~~ mortgagees have a security interest in the Owner's Lot or Lots that ~~such~~ Owner is in default in the performance of ~~this~~ obligations under the Development Documents, and of those actions take or proposed to be taken by the Association as a result of the default.

(b) The Right of Abatement, as used in this Section and Sections 5.05 hereof, means the rights of the Association, through its agents and employees, to enter at all reasonable times upon **any** Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to **take** the actions specified in the notice to the Owner to abate, **extinguish**, remove, **or repair** such violation, breach or other condition which may exist thereon contrary to **the provisions** hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry **and such** actions are carried out in accordance with the **provisions of this** Section, and with the cost thereof, together **with** interest thereon at the lower **of** the highest rate permitted by law or 10% to be a **binding** personal obligation **of such** Owner enforceable in law, as well **as** alien on such Owner's Lot enforceable pursuant to the provisions of Section **8.04** hereof. Such lien shall be superior to **any** and **all** charges, liens or encumbrances which **may** in any manner arise or be imposed upon the Lot after such **entry** whether arising **from** or imposed by judgment **or decree** or by **any** agreement, **contract**, mortgage, deed to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are by applicable law made superior, (ii) the liens created by Section 4.01 hereof and (iii) **all** deeds to secure debt given to secure a loan the proceeds **of** which **are** used **(1)** to purchase a lot or lots (together with any and **all** structures which may **from time** to time be placed **or** located thereon) and **(2)** to finance any construction, repair or alteration of structures.

**8.03 Specific Performance.** Nothing contained in this Declaration shall be deemed to affect or limit the **rights** of the Declarant, the Association or **any** Owner to enforce the Restrictions by appropriate judicial proceedings **or** to recover damages. **However, it** is hereby declared that it may be impossible to measure accurately **in** money the **damages** which will accrue to a beneficiary hereof, its transferees, **successors** or **assigns**, by **reason** of a violation **of**, or failure to perform **any of the** obligations **provided** by this Declaration; and there, any beneficiary hereof **shall** be entitled to **relief** **by** way of injunction or specific performance, **as well as any** other relief available at law or **equity**.

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Declaration, the Association may bring either **an** action at law against the Owner **personally** obligated to **pay** same, **or an** action to foreclose **any** lien created **by this** Declaration against the **Lot or** Lots subject to the lien, or both, for the **purpose of** collecting **such** assessment, **cost or** charge, **plus** any interest thereon and costs of collection, including reasonable attorneys' fee.

(b) **As an** additional remedy, but in **no** way as a limitation on **the** remedies, if **any** assessment, interest, cost or **other** charge is not paid **as** required by this Declaration, each Owner hereby grants the Association and its **assigns** the following irrevocable power **of attorney**: To **sell** said Lot or Lots subject to lien at auction, at the usual place for conducting sales as the courthouse in Walton **County**, Georgia, to the **highest** bidder for cash, after advertising **the** time, terms and place **of** such sale once a week for four weeks **immediately** preceding such **sale** (but **without** regard to the number **of** days) in the paper in which **the** Sheriff's advertisements **for** Walton **County**, Georgia **are**

published, all other notice being hereby waived by each Owner, and the Association or any person on behalf of the Association, or assigns, may bid and purchase as such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee Simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each Owner hereby constitutes and appoints the Association and assigns, the agent and attorney in fact of each owner to make such recitals, and hereby covenants and agrees that the recitals so made by the Association, or assigns, shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, executors, administrators and assigns of such Owner. The conveyance to be made by the Association or assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of assessment, interest, cost or the charges due, together with all costs and expenses of the sale and fifteen percent of the aggregate amount due for attorneys' fees, shall pay any excess to such Owner, or to the heirs or assigns of such Owner as provided by law. The and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

**WAIVER.** EACH OWNER, BY ACCEPTANCE OF A DEED CONVEYING A LOT SUBJECT TO THIS DECLARATION, WAIVES ANY RIGHT WHICH OWNER MAY HAVE UNDER THE CONSTITUTION OR THE LAWS OF THE STATE OF GEORGIA OR THE CONSTITUTION OR THE LAWS OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DECLARATION AND OWNER WAIVES OWNER'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITH A PRIOR JUDICIAL HEARING. ALL WAIVERS BY OWNER IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY AFTER OWNER HAS FIRST BEEN ALLOWED THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT TO OWNER'S POSSIBLE RIGHTS.

**8.05 No Waiver.** The failure of the Declarants, the Association, or the Owner of any Lot, his or its respective legal representatives, heirs, successors and assigns, to enforce any Restrictions herein contained shall in no even be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

## ARTICLE IX

### DURATION AND AMENDMENTS

**9.01 Duration.** The provisions of these covenants shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law.

9.02 Amendments.

(a) These Covenants may be amended unilaterally at any time by Declarant so long as Declarant has the right Unilaterally to subject additional property to the Declaration; or **if** such amendment is necessary to bring **any** provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial determination which shall be in conflict therewith; if such amendment **is** necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots subject to these Covenants; if such amendment is required by **an** institutional or governmental lender **or** purchaser of mortgage loan in order for such lender to make or purchase loans on the Lots subject to these Covenants; or if **such** amendment **is necessary to** enable any governmental or private mortgage insurance company to insure mortgage loans on the Lots subject to these Covenants, provided my such amendments **shall** not adversely affect **the** title to any Owner's Lot, unless any such Owner so affected thereby shall consent thereto in writing.

(b) These Covenants may be amended at **any** time and from time to time **by** an agreement signed by at least seventy-five (**75%**) percent of the Owners; provided, however, such amendment by the Owners **shall** not be effective unless **also** signed by the Declarant if the Declarant are the owners of any **real** property subject to these Covenants.

ARTICLE X

ANNEXATION

Declarant **shall** have the **option** and **right**, from time to time, without **the necessity of** consent **by** the **Association, the Board or the Owners, to submit** all or **portions** of any Additional **Property** to this Declaration **and** thereby cause **the** Additional Property, **or** such **portions** thereof, to become **part of the** Property.

IN WITNESS WHEREOF, the Declarant has caused these Declarations of Covenants and Restrictions to be duly executed and sealed this 1<sup>st</sup> Day of March, 2005.

Signed, sealed and delivered in  
the presence of:

Autyaaly  
Witness

GOLDEN CREEK HOMES, INC.

By: Velma Durden, President  
Velma Durden, Pres.

*Byron M. Ramroop*  
Notary Public

[CORPORATE SEAL]

