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Cross Reference Deed Book 2972, Pages 306-316
The purpose for re-recording is to add the Plat Book and Page Number for the recorded plat

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HOMEOWNERS' ASSOCIATION FOR EQUESTRIAN FALLS SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by GoWall Construction LLC, a Georgia Limited Liability Company, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, All that tract or parcel of land lying and being in the 243rd GMD, Barrow County, Georgia records, being designated as Equestrian Falls, as shown on that plat of survey entitled "Final Subdivision Plat for Equestrian Falls" prepared by W. T. Dunahoo and Associates, LLC, certified by W. T. Dunahoo, GRLS No. 1577, dated and recorded in Plat Book 68, Page 116, Barrow County, Georgia records; which plat is incorporated herein and made a part hereof by reference thereto for a more complete description of the property subjected.

WHERAS, Declarant reserves the right to add additional property to become subject to these covenants provided that such additional property is contiguous to, or located within half a mile from the real property described herein.

WHEREAS, Declarant and/or its successors and assigns intend to build single family residential housing on lands, including the real property described above, in the residential development known as Equestrian Falls Subdivision (hereinafter sometimes 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, Declarant hereby declares that all of the properties above described and referenced above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. Association. "Association" means Equestrian Falls Homeowners' Association, Inc. (a non-profit corporation organized under the Georgia Nonprofit Corporation Code), and its successors and assigns.

Section 2. Board. "Board" means the Board of Directors of the Association.

Section 3. By-Laws. "By-Laws" means the By-Laws of the Association.

Section 4. Common Property. "Common Property" and/or "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. Declarant shall have the right to designate the Common Property which Declarant shall turn over to the Association, but prior to the first loan being made which is backed by an FHA or VA insured mortgage, all Common Property including Storm Water Ponds, should be conveyed and all improvements located thereon completed. It is contemplated that Declarant shall convey certain portions of the Common Property to the Association as "green space" and for signage easement and landscaping areas without improvements thereto (other than fencing, signage, and landscaping) and the Association shall accept such areas as Common Property. Additionally, for the benefit of the Owners, the Declarant has reserved a portion of the Property for entrance areas, which shall be maintained by the Association. The entrance areas are large areas, which may include easement rights that have been obtained by Declarant to adjacent properties. For so long as such easement rights exist, the easement areas shall be included within the Common Property and maintained by the Association.

A description of the Open Space is shown on the plat previously identified herein.

Section 5. Declarant. "Declarant" shall mean and refer to GoWall Construction, LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, and if GoWall Construction, LLC, transfers to such successors or assigns its rights as Declarant by written instrument. Any successor or assign who has become Declarant as provided for herein may also transfer Declarant's rights as set forth herein.

Section 6. Lot. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area, or such land as is described in Exhibit "A", attached hereto and made a part hereof.

Section 7. Member. "Member" means any member of the Association.

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

Section 9. Property or Properties. "Property or Properties" shall mean and refer to that certain real property herein above described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 10. Restrictions. "Restrictions" means all covenants, restrictions, and easements, charges, liens and other obligations created or imposed by this Declaration.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
(a) the right of the Association for so long as Declarant is a Class B member to authorize reasonable use of the Common Area for outside groups and thereafter for the Association to do likewise;
(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Declaration of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and Declarant shall be entitled to three (3) votes for each Lot owned by Declarant or by a builder who holds a Lot for resale. A builder

who holds Lots for resale shall not have voting rights, as Declarant shall control such votes. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(b) On the fifth anniversary of the recording of this Declaration.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to construct, build, promote or maintain the signage and the landscaping, repair, and functionality of all Common Areas and Storm Water Ponds for the residents of the Properties and for the improvement and maintenance of the Common Areas, for the improvement and maintenance of the detention ponds, for the maintenance, construction, and reconstruction of the community mail boxes, for the maintenance and fees for the street lights, for the cost of internet installation for the use of the residents of the Properties, and payment of property tax liability of common areas.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to a Home Owner, the maximum annual assessment shall be Three Hundred Fifty Dollars ($350) per Lot payable annually, which shall be prorated based upon the calendar year. There is also an initiation fee of One Thousand Five Hundred Dollars ($1,500) payable each time title to a completed house is transferred.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership,
(b) From and after January 1st of the second year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent

(5%) by a vote of two-thirds (2/3) of each class of members, who are voting in person or by proxy, at a meeting duly called for this purpose.
(c) The Board of Directors may fix the annual assessment at an reasonable amounts after the third year from the conveyance of the first Lot to an Owner.

Section 4. Special Assessments for Capital Improvements and Declarant Reserve. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personality related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The funds in this account will be for the use and benefit of the Association for operating or capital expenses at the time the Association is controlled by the owners. The Reserve shall be used for any repairs to the Common Area which are considered necessary by the Owners and Declarant shall have no obligation beyond the provision of the Reserve to make any repairs or improvements whatsoever. Each Owner, by acceptance of a deed, acknowledges that Declarant shall have no additional obligations for repairs or maintenance at such time as Declarant surrenders its Class B membership and turns control of the Reserve to the Association.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum if 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.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or annually as determined by the Board.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the date of the conveyance of the Lots from the Declarant or a builder to the Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Otherwise, the assessments shall be due on or before the 30th day of January of each year or as is otherwise set by the Board. The Board of Directors shall fix the amount of the annual assessment against each Lot. Anything contained herein to the contrary notwithstanding, Declarant and any owner of a Lot held solely for resale by a person building a residence thereon, on behalf of themselves and their successors and assigns, covenant and agree to pay the annual assessment for each lot owned by Declarant and said builder which contains an occupied residence; provided, however, Declarant and such builder shall not be responsible for assessments on Lots not containing an occupied residence for so long as Declarant or such builder funds any deficit which may exist between assessments and the annual expenses of the Association. At the time Declarant fails to fund any deficit that exists between the annual assessments and the expenses, all Lots shall be fully subject to the annual

assessment. Failure of Declarant to meet its obligation to fund budget deficits or to pay assessments, if required, shall constitute a lien against the land Declarant owns in the aforementioned subdivision. Declarant's obligation to fund such deficit shall be cumulative of all years in which there is a Class B member, however, such that Declarant shall have the right to make advances to fund such deficit or make loans to the Association to fund such deficit and Declarant shall have the right to be repaid from dues or assessments received by the Association as funds become available in later years. Every Owner, by acceptance of a deed to a Lot, acknowledges that Declarant's obligation to fund deficits is conditioned upon Declarant's right to recoup such funds at such time as the assessments received exceed the actual operating expenses of the Association. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter corning due or from the lien thereof.

Section 10. Easements. Prior to the conveyance of the first Lot to a Home Owner, the Declarant may construct and erect a permanent sign or monument identifying the Subdivision. As to any signs or monuments erected, the Association shall have a permanent easement on the Lot or Lots on which such signs or monuments may be constructed for the purpose of maintaining such. Also granted to the Association are perpetual easements as shown and depicted on the Plat recorded in Plat Book___, Page ___ of Barrow County, Georgia records for ingress and egress to the water quality or detention ponds depicted thereon for purposes of maintaining and repairing such ponds and the areas surrounding such.

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ARTICLE V
CONDITIONS AND RESTRICTIONS

1. All fence types, material, color, and locations must be approved in writing by Declarant as long as the Declarant owns any Lot and thereafter, must be approved by the Homeowners' Association.

2. No satellite dishes are allowed on any Lot, except those having a diameter of two (2) feet or less. No television or radio antennas shall be permitted on any Lot unless they are not visible from the street.

3. Homes constructed in Equestrian Falls Subdivision shall have a minimum enclosed heated and cooled living area (exclusive of garages, carports, porches, decks, bulk-storage, and basements) of no less than 2000 square feet.

4. No permanent basketball goals are allowed in front or on the side of any house. No clotheslines of any type shall be permitted on any lot.

5. No non-operating motor vehicles are allowed that are visible from the street. No non-operating motor vehicles are allowed to remain on any Lot for longer than two (2) weeks.

6. No livestock or pets of any kind are allowed outside of any house, except for dogs, cats, and rabbits. All dogs, cats, and rabbits must be contained on the Lot of the respective owner or on a leash. No dogs or cats shall be permitted to run at large. No commercial breeding or boarding of animals shall be permitted on any lot. There shall be no kennels.

7. No motor vehicles or trailers belonging to residents shall be allowed to be parked on any street, except only while visiting other residents.

8. No boats or trailers can be parked on any Lot, unless they are located in the back yard and not visible from the streets, including the Silhouette from any street or unless they are located in the garage with the door kept closed.

9. All vehicles which will be parked in view of the street which could be construed as commercial must be approved in writing by the Declarant as long as the Declarant owns any Lot and thereafter, must be approved by the Homeowners' Association.

10. No exposed concrete block visible from the street on the front of any completed home or structure.

11. No outbuilding can be erected or maintained on any Lot, except in the rear of the Lot, and all outbuildings must be approved by the Declarant as long as the Declarant owns any Lot and, thereafter, must be approved by the Homeowners' Association.

12. No sign of any kind shall be erected on any lot except for reasonable and appropriate "For Sale" signs relating to the lot or the house. Entry signs and fences, subdivision identification signs, and sale information signs erected by the Declarant or its agents are hereby excepted and exempt. No For Rent or For Lease signs allowed.

13. No recreation vehicles or recreational trailers shall be permitted to remain on any driveway, street, or on any lot for longer than 7 days and must be removed at the end of 7 days for a period of time of no less than two (2) months.

14. All grass, except decorative border grass, shall be kept at a length not to exceed four (4) inches.

15. No trampolines or pools can be erected or maintained on any Lot, except in the rear of the Lot, and all trampolines or pools must be approved by the Declarant as long as the Declarant owns any Lot and thereafter, must be approved by the Homeowners' Association.

16. No Lot shall contain more than one house.

17. All driveways shall be paved with concrete.

18. Owners shall not alter, remove, or add improvements to any entry features constructed by the Declarant on any lot or easement area associated therewith without written consent of the Declarant.

19. Each home constructed in Equestrian Falls Subdivision shall have at least a two (2) car garage.

20. No Lot shall be used for day care or any other business, unless the business is contained to one room in the house and has no customers coming upon the Lot.

21. All lots within Equestrian Falls Subdivision shall be served by a public water system.

22. The exterior of houses shall be brick veneer, stone veneer, stucco, masonry type siding or a combination thereof. No exposed concrete block.

23. Declarant reserves the right to make reasonable amendments and modifications to the subdivision plat and reasonably amend these protective covenants.

24. All lawn ornaments must be approved in writing by Declarant or Homeowners' Association.

25. No alteration or additions to any homes shall be allowed without the prior written consent of the Declarant or Homeowners' Association.

26. All seasonal holiday decorations and lighting shall be removed within 14 days following the holiday.

27. All trash collection containers shall be removed from curbside within 24 hours from trash pickup.

ARTICLE VI
ENFORCEMENT

Section 1. Right of Enforcement. This Declaration shall inure to the benefit of and shall be enforceable by (i) the Declarant so long as it is an Owner, (ii) the Association and (iii) each owner, his legal representatives, heirs, successors and assigns.

Section 2. Collection of Assessments and Enforcement of Lien.

(a) If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Declarant or the Association may bring either an action at law against the owner personally obligated to pay the 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 attorney's fees.

(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 to the Declarant and the Association and its assigns the following irrevocable power of attorney to sell the said Lot or Lots subject to the lien at auction, at the usual place for conducting sales at the Courthouse in Barrow 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 Barrow County, Georgia are published, all other notice being hereby waived by each Owner, and the Declarant, Association or any person on behalf of the association, or assigns, may bid and purchase at 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 Declarant, 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 to be 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, and that the conveyance to be made by the Association or assigns, shall be effectual to bar all equity of redemption of such Owner, or the successors in interest of such Owner, in and to said Lot or Lots, and the Association or assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of assessment, Interest, cost or other charge due, together with all costs and expenses of sale and fifteen percent of the aggregate amount due for attorney's fees, shall pay any excess to such Owner, or to the heirs or assigns of such owner as provided by law. The power 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.

(c) Each owner, by acceptance of a deed conveying a lot subject to this section, waives any right which Owner may have under the Constitution or the laws of the State of Georgia or the

Constitution or 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 section, 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 without 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.

Section 3. No waiver. The failure of the Declarant, the Association, or the Owner of any Lot, his or its respective legal representatives, heirs, successors and assigns, to enforce the collection of dues, fees, special assessments, and interest herein contained shall in no event 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 VII
DURATION AND AMENDMENT

Section 1. Duration and Perpetuities.

(a) 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. Provided, however, so long as Georgia law limits to twenty (20) years, the period during which covenants restricting lands to certain uses may run, any provisions of these Covenants affected thereby shall run with and bind the land for a period of twenty (20) years from the date these Covenants are filed for record in the Office of the Clerk of the Superior Court of Barrow County, Georgia, after which time such provisions shall be automatically extended, if permitted by law, for successive periods of ten (10) years, unless an Instrument, signed by at least seventy-five percent (75 %) of the then Owners of record and the holders of first mortgages on their Lots has been recorded in the Office of the Clerk of said Court, agreeing to terminate or change such provisions in whole or in part. Every purchaser or grantee of any interest in any portion of the Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the provisions of these Covenants may be extended and renewed as provided in this section.
(b) If any of the covenants, conditions, restrictions, easements or other provisions of these Covenants shall be unlawful, void or violable for violation of the Rule Against Perpetuities, then such provisions shall continue only until twenty one (21) years after the death of the survivor of the now living descendants of His Majesty, King Charles III, the King of England.

Section 2. Amendment. These Covenants may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue tide insurance coverage with respect to the Lots subject to these Covenants, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or

purchase mortgage loans on the Lots subject to these Covenants, or (iv) if such amendment is necessary to enable any governmental agency, such as the Federal Housing Administration, the Veterans Administration or reputable private insurance company to insure mortgage loans on the Lots subject to these Covenants; provided any such amendment shall not adversely affect the title to any Owner's Lot, unless any such Owner so affected thereby shall consent thereto in writing. 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 Declarant is the owner of any real property subject to these Covenants; and provided further, however, no amendment affecting the Declarant's right to add additional property shall be effective unless also signed by the Declarant. No amendment to the provisions of these Covenants shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot or the Common Area affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record in the Office of the Clerk of the Superior Court of Barrow County, Georgia. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subject to these Covenants, by acceptance of a deed or other conveyance therefor, thereby agrees that these Covenants may be amended as provided in this Section.

ARTICLE VIII
MISCELLANEOUS

Section 1. Other Changes. Notwithstanding any other provisions hereby which may be construed to the contrary, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declarant) of the individual Lots in the Development have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Property owned, directly or indirectly, by such Association (the granting of easements for public utilities or for shall not be deemed a transfer within the meaning of this clause);
(b) change the method of determining the obligations, assessments, dues or other charges that may be levied against an Owner;
(c) by act or omission change, waive or abandon, any scheme of regulations, or enforcement thereof, pertaining to the maintenance of the Common Property or common fences;
(d) use hazard insurance proceeds for losses to any Association Common Property for other than the repair, replacement or reconstruction of such property.

Section 2. Rights of First Mortgagees.

(a) First mortgagees of Lots in the Development may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Association's Common Property and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such Common Property and first

mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Despite any other provision of this Declaration which may be interpreted otherwise, it is expressly intended that no Owner or any other party have priority over any rights of the first mortgagee of a Lot pursuant to its mortgage or security deed in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Association Common Property.

(b) In addition to the rights of mortgagees elsewhere provided, each first mortgagee of a Lot, upon request, shall (i) be entitled to written notice from the Association of any default in the performance of his obligations under these Covenants of an Owner which is not cured within sixty (60) days; (ii) be entitled to attend and observe all meetings of Owners, but not meetings of the Board; (iii) be entitled to be furnished copies of annual financial reports made to the Owners; and (iv) be entitled to inspect the financial books and records of the Association during reasonable business hours.

Section 3. No Reverter. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

Section 4. Severability. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

Section 5. Heading. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

Section 6. Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

Section 7. Notice. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consents of any kind made pursuant to this Declaration, whether made by the Declarant, its successors, or the Owners and Members, or any other person, shall be in writing. All such writings shall be sufficient only if deposited in the United States Mail, with sufficient postage, and sent to the following addresses:

(a) Declarant: GoWall Construction, LLC Attention: HOA Dues P.O. Box 183, Winder, Georgia, 30680.

(b) Owners: Each owner's address as registered in accordance with the By-Laws.

Any written communication transmitted in accordance with this Section 7 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States mail.

Section 8. No Liability. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every owner, by acceptance of a deed conveying a Lot acknowledges that Declarant shall have no such liability.

Section 9. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

Annexation of additional properties (except as set forth herein); dedication of Common Property; and amendment of this Declaration of Covenants, Conditions and Restrictions.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 17 day of September, 2025.

Declarant:
GoWall Construction, LLC

_____(SEAL)
Nicole D. Wall, Member
P.O. Box 183
Winder, Georgia 30680

Signed, sealed and delivered, this
17 day of September 2025
in the presence of:

_____
Witness

_____
Notary Public

LAUREN LAMPING
NOTARY
Comm. Exp.
06/14/29
PUBLIC
GWINNETT COUNTY, GA

Consented to:
Finch Landing, LLC

_____(SEAL)
James E. Reynolds III, Member
13 S Center Street
Winder, Georgia 30680

Signed, sealed and delivered, this
17 day of September, 2025
in the presence of:

_____
Witness

_____
Notary Public

LAUREN LAMPING
NOTARY
Comm. Exp.
06/14/29
PUBLIC
GWINNETT COUNTY, GA