

Return to:  
Thomas M. Green, P.C.  
P.O. Box 532  
Roberta, GA 31078  
(A-4442)

DECLARATION OF COVENANTS  
COUNTRY WALK FARMS

**PRONGHORN CONSTRUCTION LTD., KEOGH, A Retirement Trust, and PRONGHORN DEVELOPMENT, LTD., a Wyoming limited liability company**, herein the "Declarant," hereby declares that **Lots 3-36 of Country Walk Farms Subdivision**, as shown in Plat Book 14, page 434-41, (Slides 55 & 56), Clerk's Office, Crawford Superior Court, shall be subject to the following covenants.

1.  
**COUNTRY WALK FARMS OWNERS' ASSOCIATION**

- A. **Creation.** Country Walk Farms Owners' Association, Inc. (herein referred to as the "Association") is created under O.C.G.A. §44-3-220 et. seq., to exercise the powers granted, and to perform the functions imposed, by these Covenants with regard to the Lots, and will become operational upon the recording of this instrument.
- B. **Purposes and Powers.** The general purposes of the Association are to govern, administer and pay for the private maintenance and repair of subdivision roads and entrance security. For these purposes, the Association is hereby empowered to:
1. Exercise all of the authority, powers, and privileges delegated to or vested in the Association by these Covenants, by Georgia Statutes, or as may be reasonably implied as being necessary and proper hereunder, and to perform all of the duties and obligations established by these Covenants;
  2. Elect officers to carry out the administrative duties authorized by the Association's members from time to time. Officers shall include a President, Vice President and Secretary/Treasurer unless otherwise provided by the Association;
  3. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to these Covenants, and to pay all expenses in connection therewith and all expenses incident to the conduct of the business of the Association, specifically including the costs associated with repairing, maintaining and operating subdivision roads; and
  4. Employ such firms or persons to perform any or all of the duties and obligations of the Association.
- C. **Membership.** Every person who is an owner of a Lot shall be a member of the Association, and such membership shall be appurtenant to and may not be separated from the ownership of the Lot. An owner shall become a member upon conveyance of record to him of his Lot and shall cease being a member upon his conveyance of record of such Lot. No certificate or document, save and except a recorded conveyance to a Lot, shall be required to evidence such membership.
- D. **Reserved**

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- E. **Voting Rights.** Each owner shall be entitled to one vote for each Lot owned, save and except that the voting rights of any owner who is more than 30 days past due on the payment of any assessment to the Association shall be automatically suspended until such assessment, together with interest, costs, and reasonable attorney's fees, is paid in full. The voting rights of any owner against an enforcement issue being voted upon by the Association shall be suspended for the vote on that enforcement issue only. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast on behalf of one Lot.
- F. **Action.** The making of capital improvements or major infrastructure changes and any action beyond the ordinary maintenance of roads and security, shall require the affirmative vote of *at least eighty percent (80%)* of all Lots, excluding the vote of any owner whose voting rights are suspended under Subparagraph E, cast in person or by proxy, at a duly constituted meeting of the Association, or, without a meeting by written approval of such action.
- G. **Meetings.** The Association shall have an annual meeting. The first annual meeting shall be held in the month of June of 2003, as shall be called to order by Declarant. At such initial annual meeting, the members of the Association shall determine the preferred time, date and location for the annual meetings thereafter. Other special meetings of the Association may be called at any time upon the written request of owners of any eight (8) Lots. Written notice of any and all meetings of the Association shall be given by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each owner, addressed to the owner's address last appearing on the books of the Association, or supplied by such owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. Each owner may vote in person or by proxy at all meetings of the Association. All proxies shall be in writing. Every proxy shall be revocable and shall automatically cease upon conveyance by the owner of his Lot.
- H. **Books and Reports.** Upon prior written request, the books, records, and papers of the Association shall be subject to inspection at a reasonable time and place by any owner and by a mortgagee holding a duly recorded mortgage against a Lot.
- I. **Principal Office.** The Association shall designate a principal office from time to time.
- J. **Dissolution.** The Association may be dissolved upon the written approval of all of the owners of all the Lots. Upon dissolution of the Association, the assets of the Association shall be distributed to the owners of the Lots within Country Walk Farms in equal shares.
- K. **Limitations.** No part of the net earnings of the Association shall inure to the benefit of, or be distributed to, the owners, except that the Association shall be authorized to pay reasonable compensation for service rendered.

## 2.

### ASSESSMENTS

- A. **Creation of Lien & Personal Obligation of Assessments.** Each owner of any Lot by acceptance of deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments or charges duly established and collected as hereinafter provided. All such 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 Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an owner's successors in the title unless expressly assumed by them.

- B. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to pay the obligations imposed upon the Association by these Covenants and to promote the health, safety and welfare of the residents of the Lots.
- C. **Annual Assessments.** The Association shall establish annual assessments to meet its obligation under these Covenants, including specifically the obligations to maintain interior roads and entrance security and to satisfy the operating expenses of the Association. The Association shall have the power to include within the annual assessment amounts to meet the costs of any other service duly approved by the Association.
- D. **Special Assessments.** In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only.
- E. **Approval of Assessments.** All assessments under this Paragraph 2 shall be subject to the approval of the Association, as provided herein. It is Declarant's intention that the initial annual assessment for the year 2003 shall be set in accord with C above at its first annual meeting in June of 2003.
- F. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed as a uniform rate for all Lots, except as noted specifically above.
- G. **Commencement of Annual Assessments.** The annual assessments provided for herein shall commence as to all Lots on such date as shall be established by the Association under Subparagraph E. The Association shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by 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.
- H. **Effect of Nonpayment for Assessments.** Any assessment not paid within 30 days after the due date shall incur a late fee of ten percent (10%) of the assessment and bear interest from the due date at the rate of ten percent (10%) per annum. Upon the failure of a Lot owner to pay the assessment when due, the Association will provide written notice to the violating Lot owner by delivering the notice by certified mail - such delivery shall be deemed effective on the date notice is mailed by the Association. The violating Lot owner shall have 30 days from the date the notice is deposited in the mail to pay, in full, the unpaid assessment, interest thereon and cost. If payment is not received by the Association within said 30 day period, the Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the Lot which is created herein by such nonpayment. The lien created herein shall be foreclosed in the manner provided in O.C.G.A. §44-3-232. In the event of such collection and/or foreclosure, the nonpaying Lot owner shall be liable for all attorney's fees and cost incurred by the enforcing party in such collection. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of his Lot.
- I. **Subordination of Lien to Deed to Secure Debt.** The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage or security instrument. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage or security instrument, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Executed by the Declarant this 1<sup>st</sup> day of May, 2003.

Signed, sealed and delivered  
in the presence of:

Tom AK  
Unofficial Witness

Thomas M. G  
Notary Public



Pronghorn Development, Ltd.  
A Limited Liability Company

By: Ethel Patel  
Member

Pronghorn Construction Ltd., Keogh

By: Ethel M. Patel  
Trustee