

Prepared by and return to:
James C. Warnes
Timmons, Warnes & Anderson, LLP
244 E. Washington Street
Athens, GA 30601
(706) 548-8668

Recorder's Cross-Reference: Declaration: Book 40J, page 371
Book: 49J, page 195

COUNTY OF JACKSON

STATE OF GEORGIA

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR FINCH LANDING**

THIS AMENDMENT is made this 14th day of October, 2009 by Jackson Trail
Development, Inc., a Georgia corporation ("Declarant").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Finch
Landing was recorded on September 1, 2005 in Book 40J, Page 371, et. seq., as amended
in the records of the Clerk of the Superior Court of Jackson County, Georgia (the
"Declaration");

WHEREAS, pursuant to Section 19.2 of the Declaration, the Declaration may be
amended as provided therein; and

WHEREAS, Declarant and the undersigned Owners desire to amend the
Declaration as provided herein; and

WHEREAS, Seventy-five (75%) percent of the Owners of Units comprising
Finch Landing Subdivision consent to this Amendment to the Declaration.

NOW THEREFORE, pursuant to the provisions of Section 19.2 of the
Declaration, the Declaration is amended as follows:

Section 4.7. Design Requirements is amended by adding a new subparagraph (l) as follows:

(l) No vinyl siding may be used in the exterior construction of a home. Hardiplank siding is acceptable provided the home has rock, stone, brick or masonry accents. Front yards shall be sodded with a minimum of ten (10) pallets. Side yards on corner lots shall also be sodded. Architectural style shingles shall be used. No screen porches shall be allowed on the front side of the house.

Section 7.7. Use of Recreational Facilities by Nonmembers shall be deleted in its entirety and the following shall be inserted in lieu thereof:

Nonmembers may not use the common areas, unless as a guest of a member with the member present. Provided, however, residents of Andrews Walk subdivision shall have the right to use the common areas. The Board may set policies for nonmember use of the common areas for a fee.

Section 12.3. Additional Covenants and Easements shall be deleted in its entirety and the following shall be inserted in lieu thereof:

Declarant may not impose additional covenants, restrictions and easements on any property located in Phases I, II, III, and IV of Finch Landing Subdivision. Declarant may impose additional covenants, restrictions, and easements on any other property in the Community by filing a Supplemental Declaration in the Public Record identifying such property and setting forth such additional covenants, restrictions, and easements for the subject property. Any such Supplemental Declaration shall require the written consent of the owner(s) of the property upon which the additional provisions are being imposed if other than the Declarant. Any Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property. Such Supplemental Declaration may not modify Section 4.7, nor relieve improved lots from being subject to assessments by the Association.

Section 13.1. Withdrawal of Property shall be deleted in its entirety and the following shall be inserted in lieu thereof:

Declarant reserves the right to amend this Declaration, so long as it has the right to expand the Community pursuant to Section 12.1, for the purpose of removing any portion of the property in the Community which is not then improved with dwellings, other than the 1.339 acres of Greenspace in Phase I, the 1.994 acres of Greenspace in Phase II, and the swimming pool lot at the corner of Finch Way and Raven Ridge, from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the Owner of the property to be removed.

Section 13.2. Marketing and Sales Activities shall be deleted in its entirety and the following shall be inserted in lieu thereof:

Declarant and builders authorized by Declarant may construct and maintain upon portions of the Common Area, other than the 1.339 acres of Greenspace in Phase I, the 1.994 acres of Greenspace in Phase II, such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction or sale of Units, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and authorized builders shall have easements for access to and use of such facilities.

Section 13.4. Right to Approve Changes in Community Standards shall be deleted in its entirety and the following shall be inserted in lieu thereof:

No amendment to or modification of the Restriction and Rules or the Architectural Guidelines made after termination of the Developer Control Period shall be effective with respect to any property owned by Declarant which is subject or which may become subject to this Declaration by addition by Declarant, unless consented to in writing by Declarant.

Section 19.2. Amendments is hereby amended as follows:

The second paragraph of Section 19.2 shall be deleted in its entirety and the following shall be inserted in lieu thereof:

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by an affirmative vote or written consent, or any combination thereof, of Owners entitled to cast at least 75% of the Class "A" votes in the Association.

The fourth paragraph of Section 19.2 shall be deleted in its entirety and the following shall be inserted in lieu thereof:

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant, or the assignee of such right or privilege.

Bylaw 3.19. Right of Declarant to Disapprove Actions is deleted in its entirety and the following is substituted in lieu thereof:

Declarant shall have a right to disapprove any action, policy, or program of the Association, the board, and any committee which, in the sole judgment of Declarant, would tend to impair rights of Declarant under the Declaration or these By-Laws, or interfere with the development, construction, marketing, or sale of Declarant's unsold Units in any portion of the community, or diminish the level of services being provided by the Association.

- (a) Declarant shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address which Declarant has registered with the Secretary of the Association, which notice complies as to the Board meetings with Section 3.10 and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting; and
- (b) Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein.

No action, policy, or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met.

Declarant, its representative or agents, shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. Declarant, acting through an officer, director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action, or counteraction on behalf of any committee, the Board, or the Association. Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Termination of Class B Membership.

Jackson Trail Development, Inc. hereby relinquishes and terminates the Class B Membership and all references to the Class B Membership contained in the Declaration shall have no further force and effect.

Architectural Review

Jackson Trail Development, Inc., as Declarant, hereby relinquishes all authority to act as Reviewer under Section 4.2 Architectural Review. Declarant hereby delegates all

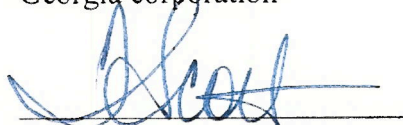
of its authority under Article IV of the Declaration to the Architectural Review Committee.

Neither Declarant, Cooper Crossing, Inc., Kenneth McDaniel Construction, Inc., My Custom Homes, Inc., Comanche Corporation, nor Rackley Construction, Inc. are required to submit plans for dwellings to be constructed in Phase IV or such additional property as may be submitted to the Declaration, to the Architectural Control Committee, but all such dwellings must comply with all of the Design Requirements set forth in Section 4.7, as amended.


IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to the Declaration this 14th day of October, 2009.

DECLARANT:
JACKSON TRAIL
DEVELOPMENT, INC., a
Georgia corporation

Signed, Sealed, and delivered
in the presences of:



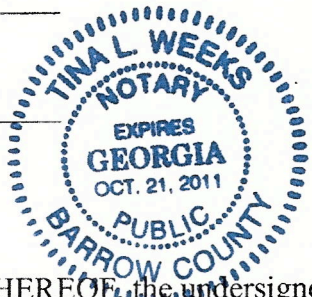
Witness

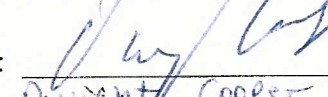
By: 

Kenneth McDaniel President



Notary Public
(Seal)



Attest: 

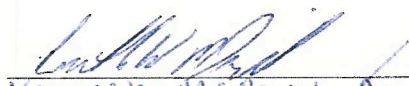
Dwight Cooper Secretary

IN WITNESS WHEREOF, the undersigned Owners have consented to this Amendment to the Declaration this 14th day of October, 2009.


OWNER:

Lot Number(s): 111, 112, 114, 115, 116, 118, 119, 121, 122, 123, 124, 125, 126, 127, 128, 130, 139, 140, 141, 158, 159, 160, 161, 162, 166, 185, 187 + 186
JACKSON TRAIL
DEVELOPMENT, INC., a
Georgia corporation

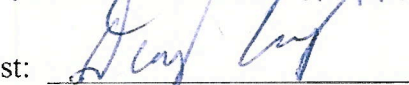
Signed, Sealed, and delivered
in the presences of:

By: 


Kenneth McDaniel President



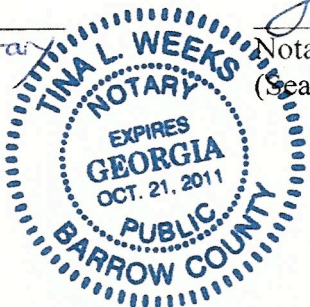
Witness

Attest: 

Dwight Cooper Secretary



Notary Public
(Seal)



Lot Number(s): 110, 113, 117, 120, 131, 133
136, 137, 157, 184, 191 + 192

RACKLEY CONSTRUCTION, INC.
a Georgia corporation

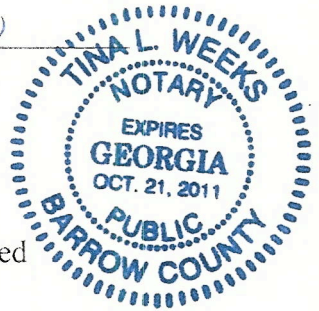
Signed, Sealed, and delivered
in the presences of:

By: [Signature]
Steve Rackley
President, Treasurer

[Signature]
Witness

Attest: _____

[Signature]
Notary Public
(Seal)



Lot Number(s): 156, 165, 180, 181, 182, 188 + 189

MY CUSTON HOMES, INC.
a Georgia corporation

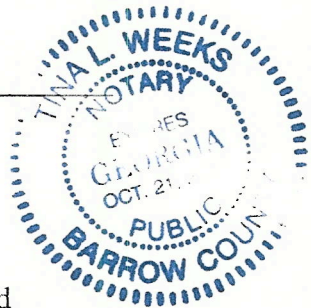
Signed, Sealed, and delivered
in the presences of:

By: [Signature]
Karen Coholich
President, Treasurer

[Signature]
Witness

Attest: _____

[Signature]
Notary Public
(Seal)



Lot Number(s): 129, 138 + 155

KENNETH MCDANIEL
CONSTRUCTION, INC., a Georgia
corporation

Signed, Sealed, and delivered
in the presences of:

By: [Signature]
Kenneth McDaniel
President, Treasurer

[Signature]
Witness

Attest: _____

[Signature]
Notary Public
(Seal)

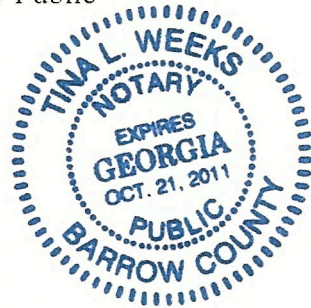


EXHIBIT A

Prior to Declarant relinquishing its Class B Membership, and as a condition of the performance of this Agreement, the Covenants shall be amended as follows:

7.7 shall be deleted in its entirety and the following shall be inserted in lieu thereof:
Nonmembers may not use the common areas, unless as a guest of a member with the member present. Provided however that residents of Andrews Walk subdivision shall have the right to use the common areas. The Board may set policies for nonmember use of the common areas for a fee.

12.3 Declarant may not impose additional covenants, restrictions and easements on any property located in Phases I, II, III, and IV of Finch Landing Subdivision. Declarant may impose additional covenants, restrictions, and easements on any other property in the Community by filing a Supplemental Declaration in the Public Record identifying such property and setting forth such additional covenants, restrictions, and easements for the subject property. Any such Supplemental Declaration shall require the written consent of the owner(s) of the property upon which the additional provisions are being imposed if other than the Declarant. Any Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property. Such Supplemental Declaration may not modify Section 4.7, nor relieve improved lots from being subject to assessments by the Association.

13.1 Declarant reserves the right to amend this Declaration, so long as it has the right to expand the Community pursuant to Section 12.1, for the purpose of removing any portion of the property in the Community which is not then improved with dwellings, other than the 1.339 acres of Greenspace in Phase I, the 1.994 acres of Greenspace in Phase II, and the swimming pool lot at the corner of Finch Way and RavenRidge, from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the Owner of the property to be removed.

13.2 Declarant and builders authorized by Declarant may construct and maintain upon portions of the Common Area, other than the 1.339 acres of Greenspace in Phase I, the 1.994 acres of Greenspace in Phase II, such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction or sale of Units, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and authorized builders shall have easements for access to and use of such facilities.

13.4 No amendment to or modification of the Restriction and Rules or the Architectural Guidelines made after termination of the Developer Control Period shall be effective with respect to any property owned by Declarant which is subject or which may become subject to this Declaration by addition by Declarant, unless consented to in writing by Declarant.

19.2 The second and fourth paragraphs of Section 19.2 shall be amended as follows:

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by an affirmative vote or written consent, or any combination thereof, of Owners entitled to cast at least 75% of the Class "A" votes in the Association.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant, or the assignee of such right or privilege.

Bylaw 3.19 is Amended to begin: "The Declarant shall have a right...". It is further amended by substituting "Declarant" for "Class 'B' Member" throughout the remainder of the Section.