

Cooper Law # 39792

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Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK 6782 PG 85-87

AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS, RESTRICTIONS AND EASEMENTS

for the Subdivision known as

SANFORD PLACE, PHASE NO. 2, SECTION NO. 2

a Subdivision of The Woodlands of Houston

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, made and published this the 24th day of February, 2015, by ASIL GROUP, LLC, a limited liability company organized and existing under the laws of the State of Georgia, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Land Lot 215 of the Tenth (10th) Land District of Houston County, Georgia, which has been subdivided into individual lots, tracts or parcels which, together with the streets and other improvements have been designated as **Sanford Place, Phase No. 3, Section No. 1, a Subdivision of The Woodlands of Houston** and is delineated on that certain map or plat of survey of said Subdivision prepared by Waddle & Company, certified by Theodore W. Waddle, Jr., Georgia Registered Land Surveyor No. 2139, dated January 15, 2015, recorded in Map Book 76, Pages 192-193, Clerk's Office Houston Superior Court;

WHEREAS, certain Declaration of Covenants, Conditions, Restrictions and Easements have heretofore been published and declared with respect to Sanford Place, Phase No. 2, Section No. 2, a Subdivision of The Woodlands of Houston, said Covenants being dated August 15, 2013, of record in Deed Book 6338, Pages 21-46, Clerk's Office, Houston Superior Court, the same having been previously amended by that certain Amendment to Declaration of Covenants, Conditions, Restriction and Easements dated March 4, 2014, of record in Deed Book 6686, Pages 169-171, aforesaid Clerk's Office, as the same may be further amended from time to time (said declaration and any amendments thereto are hereinafter collectively referred to as the "Covenants");

WHEREAS, it is to the interest, benefit and advantage of the Declarant and to each and every person who shall hereafter purchase any lot in the Subdivision that covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

WHEREAS, the Declarant is desirous of amending the aforesaid Covenants to extend the applicability of said Covenants, as amended, to include, in addition to the property described therein, the property developed for single-family residential purposes to be known and designated as Sanford Place of the Woodlands of Houston, Phase No. 3, Section No. 1.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant, its successor in title, and to each and every subsequent owner of any of the lots, tracts or parcels hereinafter described, Declarant does hereby modify and amend the said Covenants in the following particulars, to-wit:

1. **Additional Property Subject to Declaration of Covenants, Conditions, Restrictions and Easements.** The following described lots, tracts or parcels of land shall be, and the same hereby are made, subject to the terms, provisions and conditions set forth in said Covenants, and said Covenants are hereby modified and amended so as to include the following described lots, tracts or parcels of land, to-wit:

All those tracts or parcels of land situate, lying and being in Land Lot 215 of the Tenth (10th) Land District of Houston County, Georgia, known and designated as Lots 16 through 25 (both inclusive), Block "E," Lots 1-6, (both inclusive), Block "F," and Lots 27-32, Block "D," (both inclusive) Phase No. 3, Section No. 1, of the Subdivision known as SANFORD PLACE, a Subdivision of The Woodlands of Houston, according to a plat of survey of said subdivision prepared by Waddle & Company, certified by Theodore W. Waddle, Jr., Georgia Registered Land Surveyor No. 2139, dated January 15, 2015, a copy of which is of record in Map Book 76, Pages 192-193, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

2. As to Lot 25, Block "E" and Lot 1, Block "F," Phase No. 3, Section No. 1, of the Subdivision known as SANFORD PLACE, a Subdivision of The Woodlands of Houston, Article 6.3(c) of the Covenants shall be amended to read as follows:

Exterior Siding. The exterior of all dwellings from the top of the foundation to the roof shall be constructed of brick. The roof of all outbuildings must have shingles of the same type and color as the dwelling.

3. As to Lot 24, Block "E" and Lot 2, Block "F," Phase No. 3, Section No. 1, of the Subdivision known as SANFORD PLACE, a Subdivision of The Woodlands of Houston, Article 6.3(c) of the Covenants shall be amended to read as follows:

Exterior Siding. The exterior of all dwellings from the top of the foundation to the roof shall be constructed of fifty percent (50%) brick. The roof of all outbuildings must have shingles of the same type and color as the dwelling.

4. As to Lots 24 and 25, Block "E" and Lots 1 and 2, Block "F," Phase No. 3, Section No. 1, of the Subdivision known as SANFORD PLACE, a Subdivision of The Woodlands of Houston, Article 6.24 of the Covenants shall be amended to read as follows:

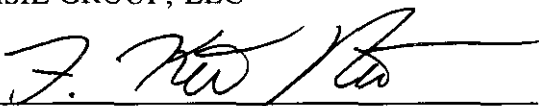
Landscaping. The builder, contractor, or owner of each residential lot shall, as a minimum, plant ornamental trees, plants and shrubs as follows: At least two (2) trees in the front yard and at least two (2) trees in the back yard, each having a minimum diameter of at least two (2) inches at a point two (2) feet from ground level, and twenty (20) shrubs installed in the front yard. Additionally, the front yard and side yards (to the rear corner of the dwelling) of each lot shall be sodded and equipped with an underground, automatic irrigation system.

No tree greater than 3 inches in diameter shall be removed from any Lot without the prior written approval of the Architectural Control Committee. Each Owner by acceptance of a deed of conveyance to his or her Lot acknowledges that each Lot is subject to an undisturbed buffer as shown on the Subdivision Survey, and no trees may be cut, trimmed or removed from such buffer areas without the prior written consent of the Architectural Control Committee.

5. **Binding Effect; Effective Date.** Said Covenants shall become effective immediately and shall run with the land, and shall be binding on all persons claiming under and through Declarant or Hughston under the terms, conditions, stipulations and provisions contained therein. Except to the extent hereby amended and modified to include the above-described Subdivision, said Covenants shall remain in full force and effect unless and until same are extended or terminated in accordance with the provisions thereof.

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this instrument, or have caused same to be executed by their duly authorized representatives, as of the day and year first above written.

ASIL GROUP, LLC

By: 
F. Keith Newton, Manager

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

