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Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk

BK **8005** PG **48-51**

**AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS
FOR THE SUBDIVISION KNOWN AS
THE WOODLANDS OF HOUSTON
(AS TO PHASE 5, SECTIONS 1A AND 1B)**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, made and published this the 23rd day of October, 2018, by **ALEXIS INVESTMENTS, LLC**, a Georgia limited liability company, and **TRINITY BUILT HOMES, LLC**, a Georgia limited liability company, hereinafter referred to individually and collectively as the "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Land Lot 248 of the 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 **The Woodlands of Houston, Phase 5, Section 1A**, and is delineated on that certain map or plat of survey prepared by McLeod Surveying, certified by Marty A. McLeod, Georgia Registered Land Surveyor No. 2991, dated December 18, 2017, a copy of which is of record in Map Book 79, Pages 322, Clerk's Office, Houston Superior Court; and **The Woodlands of Houston, Phase 5, Section 1B**, and is delineated on that certain map or plat of survey prepared by McLeod Surveying, certified by Marty A. McLeod, Georgia Registered Land Surveyor No. 2991, dated March 3, 2018, a copy of which is of record in Map Book 79, Pages 348, Clerk's Office, Houston Superior Court (The Woodlands of Houston, Phase 5, Sections 1A and 1B collectively referred to as the "Subdivision");

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements has heretofore been published and declared with respect to The Woodlands of Houston, Phase 5, Section 1A, said Declaration of Covenants, Conditions, Restrictions and Easements being dated February 21, 2018, of record in Deed Book 7769, Pages 116-141, Clerk's Office, Houston Superior Court, which has been previously amended by instrument of record in Deed Book 7787, Pages 268-269, said Clerk's Office (hereinafter referred to collectively as the "Declaration" and/or "Covenants"); and

WHEREAS, the Declarant is desirous of amending the aforesaid Covenants as to The Woodlands of Houston, Phase 5, Sections 1A and 1B.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and its successors 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 Covenants as to The Woodlands of Houston, Phase 5, Sections 1A and 1B, in the following particulars, to-wit:

1. **Amendment of Protective Covenants.** The Protective Covenants set forth in the Declaration of Covenants, Conditions, Restrictions and Easements are hereby modified and amended with respect to the lots or parcels comprising the Subdivision (as defined herein) by amending Article VI to add Section 6.34 as follows:

6.34 **Wetlands.** As to any lot in the Subdivision which is located in or partially in an area designated by the U.S. Army Corps of Engineers (USACE) as a wetland as shown on the recorded plat of survey of said lot (hereinafter referred to as a "Wetland"), the owner of the Wetland shall take action to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the conservation values of the Wetland. Except as necessary (1) to carry out wetland/stream and/or buffer restoration, enhancement and/or establishment in keeping with a mitigation plan approved by the USACE; or, (2) to carry out management and maintenance of the Wetland, as approved in writing by the USACE, the following uses are incompatible with the conservation values of the Wetland and are prohibited by this covenant:

- (a) Clearing, removing, burning, mowing, or cutting of trees or other vegetation (except for the control and removal of non-native vegetation, as set forth in a mitigation plan approved by the USACE, or with prior written consent by the USACE). If such control or removal involves the use of insecticides, herbicides, or other biocides, such application shall be by the narrowest spectrum, least persistent material appropriate for the target species, and shall be consistent with the conservation values of the Wetland and the purpose of this covenant;
- (b) Earthmoving, grading, removal of topsoil, cultivation, burning, filling or changes in the topography of the land in any manner;
- (c) Placement of refuse, wastes, sewage, dredged spoil, solid waste, toxic and hazardous wastes, incinerator residue, garbage, sewage sludge, oil or oil products and wastes, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, vehicle bodies or parts, junk, or agricultural waste on the Wetland;
- (d) Draining, ditching, diking, dredging, channelizing, pumping, impounding, excavating;
- (e) Diverting or affecting the natural flow of surface or underground waters within, or out of the Wetland; manipulating or altering any natural water course, body of water or water circulation and any activities or uses detrimental to water quality;
- (f) Mining, drilling, hydraulic fracturing, dredging, or removing from the Wetland soil, loam, peat, gravel, oil, gas or other mineral resources or natural deposit;

- (g) Burning, systematically removing or cutting timber, or otherwise destroying any vegetation. Upon approval from the USACE, selective pruning of unsafe trees or exotic non-native vegetation may be removed in accordance with current scientific best management practices as set out by the U.S. Forest Service or the Georgia Forestry Commission;
- (h) Spraying with biocides or use of herbicides or pollutants that violate water quality standards;
- (i) Introducing non-native species on the Wetland, altering the natural state of the wetlands or streams or causing erosion or sedimentation;
- (j) Grazing or use by domesticated animals;
- (k) Construction of any kind in the wetlands, streams, buffers or upland, whether temporary or permanent.
- (l) Use of motorized or mechanized vehicles, including, but not limited to, off-road vehicles is prohibited, except on existing roadways for the sole purpose of monitoring or maintaining the Wetland.
- (m) As permitted or approved in writing by the USACE the Wetland may have: (1) a narrow pedestrian walking trail in the uplands or upland buffer using pervious materials (not to exceed two feet in tread width and three feet in total width), and/or (2) minimal structures and boardwalks for the observation of wildlife and wetland/stream ecology; all in a manner in keeping with the conservation values, services, and functions of the Wetland.
- (n) Display of billboards, signs, or advertisements on or over the Wetland, except for the posting of no trespassing signs, temporary signs indicating the Wetland is for sale, signs identifying the trees, vegetation, wetlands or conservation values of the Wetland and/or signs identifying the owner of the Wetland.

Conservation and wildlife habitat management plans may be implemented by the Georgia Department of Natural Resources Wildlife Resource Division, U.S. Forest Service, conservation land trusts holding conservation easements, or other conservation management entities where the habitat, wildlife or forest management does not result in any impacts to the wetlands/streams/riparian corridors and its buffers, or to property protected for its historical, cultural and/or archeological value, and where the proposal would enhance the management of the Property for its conservation use.

2. **Binding Effect; Effective Date.** Said Declaration of Covenants, Conditions, Restrictions and Easements, as amended, shall become effective immediately and shall run with the land, and shall be binding on all persons claiming under and through Declarant under the terms, conditions, stipulations and provisions contained therein as amended by this instrument. Said Declaration of Covenants, Conditions, Restrictions and Easements, as amended, 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 has set its hand and seal to this instrument, or has caused same to be executed by its duly authorized corporate officers, as of the day and year first above written.

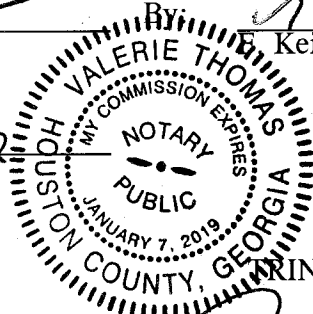
ALEXIS INVESTMENTS, LLC

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

By: [Signature] (L.S.)
Keith Newton, Manager

[Signature]
Notary Public



TRINITY BUILT HOMES, LLC

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

By: [Signature]
Bryan Dale Oik Member

[Signature]
Notary Public

By: BEN HOBBS ENTERPRISES, LLC,
Member

By: [Signature]
Benjamin Ryne Hobbs, Sole Member

