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Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK **8938** PG **142-146**

**AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE SUBDIVISION KNOWN AS
THE WOODLANDS OF HOUSTON
PHASE 5 - SECTION 1A
ADDING "PHASE 6, SECTION 1A"**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS made and published this the 28th day of December, 2020, 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 6, 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 October 27, 2020, a copy of which is of record in Map Book 82, Page 64, Clerk's Office Houston Superior Court (hereinafter referred to as the "Subdivision");

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 protective 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, that certain Declaration of Covenants, Conditions, Restrictions and Easements has heretofore been published and declared with respect to The Woodlands of Houston, Phase No. 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; amended by instruments of record in Deed Book 7787, Pages 268-269, Deed Book 8005, Pages 48-51, Deed Book 8012, Pages 272-275, Deed Book 8100, Pages 258-261 and

Deed Book 8472, Pages 1-4, said Clerk's Office (hereinafter collectively referred to as the "Declaration" and/or "Covenants"); and

WHEREAS, the Declarant is desirous of amending the aforesaid Covenants to extend the applicability of said Protective Covenants to include, in addition to the property described therein, the property developed for single-family residential purposes to be known and designated as The Woodlands of Houston, Phase 6, Section 1A and to amend the Article VI of the Covenants; and

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 in the following particulars, to-wit:

1. **Additional Property Subject to Protective Covenants.** 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 248 of the Tenth Land District of Houston County, Georgia, known and designated as Lots 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601 and 602, THE WOODLANDS OF HOUSTON, PHASE 6, SECTION 1B, according to a plat of survey of said subdivision prepared by McLeod Surveying, certified by Marty A. McLeod, Georgia Registered Land Surveyor No. 2991, dated October 27, 2020, a copy of which is of record in Map Book 82, Page 64, 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. **Amendment of Article VI to add Section 6.34.** 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.

3. **Amendment of Article VI to add Section 6.3(g)**. The Protective Covenants set forth in the Declaration of Covenants, Conditions, Restrictions and Easements are hereby modified and amended by amending Article VI to add Section 6.3(g) as follows:

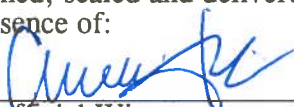
(g) **In-Home Business**. No lot shall be used except for residential purposes. Any homeowner desiring to operate a business or conduct business activities on a lot or within a dwelling shall first submit a request to the Architectural Control Committee and provide all documentation requested by the Architectural Control Committee. If the Architectural Control Committee fails to approve or to disapprove such request within thirty (30) days after submittal thereof, it shall be conclusively presumed that such committee has not approved the request. No signs, displays or other advertising medium shall be permitted on any lot which indicates that the property is being used for a business activity. All business activities shall be conducted in such a manner that the business activities are not visible from other dwellings or streets of the subdivision. The Architectural Control Committee will consider the impact on the subdivision and other homeowners in the subdivision. The Architectural Control Committee reserves the right to revoke any previous approval of an in-home business should the nature of the business change. In rendering a decision on such a request, the criteria to be considered by the Architectural Control Committee includes, but is not limited to, the following:

- (i) The type of business to be conducted on the property;
- (ii) Whether the business activity is to be conducted by the owner of the property or a family member residing on the property;
- (iii) Whether the business activity unreasonably increases the flow of traffic through the subdivision;
- (iv) Whether the business activity will create a nuisance or trespass as to other dwellings in the subdivision or any common areas;
- (v) Whether the business activity is legal and conforms to standards established by local zoning ordinances;
- (vi) Whether the business activity requires the use of machinery or equipment that creates dangerous conditions or nuisances to other dwellings;
- (vii) Whether the business activity requires the storing or use of hazardous materials on the property; and
- (viii) Whether the business activity impacts the residential character of the subdivision.

4. **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 have set their hand and seal to this instrument, or have caused same to be executed by its duly authorized representatives, as of the day and year first above written.

ALEXIS INVESTMENTS, LLC

Signed, sealed and delivered in the presence of:


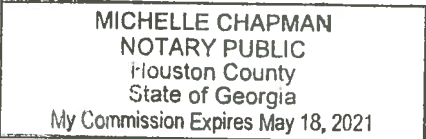
Unofficial Witness

By:  (L.S.)


F. Keith Newton, Manager



Notary Public



TRINITY BUILT HOMES, LLC

Signed, sealed and delivered in the presence of:


Unofficial Witness

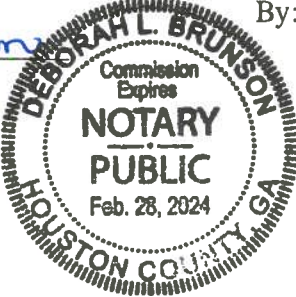
By: 

Bryan Dale Ott, Member

By: BEN HOBBS ENTERPRISES, LLC,
Member



Notary Public



By: 

Benjamin Ryhe Hobbs, Sole Member