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Carolyn V. Sullivan Clerk

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**AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE SUBDIVISION KNOWN AS
THE WOODLANDS OF HOUSTON
PHASE 5 - SECTION 1A
ADDING "PHASE 5, SECTION 3A"**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS made and published this the 30th day of January, 2020, by **ALEXIS INVESTMENTS, LLC**, a Georgia limited liability company, hereinafter referred to as the "Declarant".

W I T N E S S E T H :

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 3A**, 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 January 16, 2020, a copy of which is of record in Map Book 81, Page 152, 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 and Deed Book 8100, Pages 258-261, 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 5, Section 3A; 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 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 23-A, 24, 25, 26, 27, 28 and 29, THE WOODLANDS OF HOUSTON, PHASE 5, SECTION 3B, 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 January 16, 2020, a copy of which is of record in Map Book 81, Page 152, 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 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.

3. **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 representatives, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Regina Turner
Unofficial Witness

Lisa R. Coody
Notary Public

ALEXIS INVESTMENTS, LLC

By: *F. Keith Newton* (L.S.)
F. Keith Newton, Manager

