

Participant ID: 3779397156

BK 9783 PG 86 - 88

Due/Ret
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**AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE SUBDIVISION KNOWN AS
THE WOODLANDS OF HOUSTON
PHASE 6, SECTION 1D**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS made and published this the 22nd day of July, 2022, by **ALEXIS INVESTMENTS, LLC**, a Georgia limited liability company, **ASIL GROUP, LLC**, a Georgia limited liability company, and **DRIGGERS CONSTRUCTION OF MIDDLE GEORGIA, 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 Lots 233, 234, 247 and 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 1D** 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 February 10, 2022, a copy of which is of record in Map Book 83, Page 129, 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. 6, Section 1D**, said Declaration of Covenants, Conditions, Restrictions and Easements being dated February 28, 2022, of record in Deed Book 9594, Pages 327-354, Clerk's Office, Houston Superior Court (hereinafter collectively referred to as the "Declaration" and/or "Covenants"); and

WHEREAS, the Declarant is desirous of amending the aforesaid Covenants to change certain requirements contained therein; 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. **Amendment of Article VI, Section 6.3(e)**. 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 deleting the language of Article VI, Section 6.2(e) in its entirety and replacing said language of Article VI, Section 6.2(e) as follows:

(e) **Fences**. The front and sides of each residential lot may be enclosed by a fence. Any fence on the front and sides of the property which face the road shall be six foot (6') fences constructed of wood. All fence posts must be 6" x 6" and the top rail of all fences shall be constructed of 2" x 6" boards. No chain-link fences shall be allowed. No fence or wall shall be allowed on any lot: (a) in the front yard or any nearer to the street or road right-of-way line than ten (10) feet to the rear of the front of the residence (exclusive of open porches), unless otherwise approved by the Architectural Control Committee; (b) any nearer to a side street right-of-way line than the minimum building setback line along such side street right-of-way line; and (c) having posts or support members visible from adjacent streets, lots or any part of the Common Area. Notwithstanding anything herein to the contrary, fences which do not face the road may be picket fences and be constructed using 4" x 4" fence posts. Fences may not be painted or stained any color unless approved by the Architectural Control Committee. However, approval from the Architectural Control Committee shall not be required for a clear sealer.

3. **Amendment of Article VI, Section 6.26**. 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 deleting the language of Article VI, Section 6.26 in its entirety and replacing said language of Article VI, Section 6.26 as follows:

6.26 **Sidewalks**. As part of the construction of each dwelling, there shall be included a consistent sidewalk on at least one side of each right of way for streets in front of the dwelling and along the entire length of any public right-of-way adjacent to the lot (e.g. corner lots will require sidewalks along the entire length of the right-of-way for both streets), which shall be constructed to such specifications, have such dimensions, and have such quality of materials, as required for public sidewalks under the ordinances, rules and regulations then in effect in the City of Warner Robins, Georgia. The sidewalks shall be located three feet (3') back of the curb and shall be of a uniform width of four feet (4'). The sidewalk construction required by this paragraph shall be at the expense of the lot owner and shall be paid for by the lot owner concurrently with the erection of the dwelling. Any builder or lot owner constructing a dwelling on any lot in which a sidewalk runs on the lot adjacent to the lot in which said dwelling is being constructed shall be obligated to continue said sidewalk in a consistent manner so that the sidewalk is continuous the entire length of the right of way.

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.

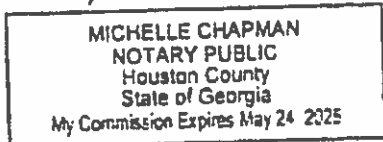
Signed, sealed and delivered in the presence of:


Unofficial Witness

ALEXIS INVESTMENTS, LLC

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


Notary Public




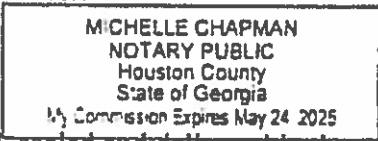
Signed, sealed and delivered in the presence of:


Unofficial Witness

ASIL GROUP, LLC

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


Notary Public




Signed, sealed and delivered in the presence of:


Unofficial Witness

DRIGGERS CONSTRUCTION OF MIDDLE GEORGIA, LLC

By:  (L.S.)
Michael Sanford Driggers, Sole Member


Notary Public

