



PHOENIX CROSSING HOMEOWNER'S ASSOCIATION

MEETING AGENDA

May 18, 2024

10:00 am

1. Call to Order and Rules of Order
2. Approval of Minutes
 - January 20, 2024 Meeting
3. Treasurer's Report
4. ACC Committee Report
5. Proposed Revisions to By-Laws/Covenants (requires majority of votes for those property owners present at the meeting)
6. Open Forum



PHOENIX CROSSING HOMEOWNER'S ASSOCIATION MEETING RULES OF ORDER

The Phoenix Crossing HOA board will conduct all meetings in accordance with "Robert's Rules of Order". The board will follow the meeting agenda in the order presented. Any comments and/or questions will be limited to the agenda item being addressed. Each agenda will have an "Open Forum" item to allow the opportunity for comments and/or questions regarding non-agenda items. If someone wants to address the board, please raise your hand and wait for acknowledgement.

Thank you for your cooperation.

PHOENIX CROSSING HOMEOWNER'S ASSOCIATION
MEETING MINUTES
January 20, 2024

Board Members Present

Lynn Youngblood, President
Lea Ann Hoy, Vice President
Brenda Dixon, Treasurer
Denise Merritt, Secretary

Committee Members Present

Al Frontz, ACC Chairman
Frank Amos, ACC Member

CALL TO ORDER AND RULES OF ORDER

The President called the meeting to order at 10:00 am and went over the rules of order.

GUEST SPEAKER

Putnam County Sheriff Howard Sills was unavailable for the meeting.

APPROVAL OF MINUTES

The President called for a motion to approve the minutes. Motion by the Vice President and seconded by the Secretary. Motion passed.

TREASURER'S REPORT

Cash on hand: \$27,878.01
Expenditures from November 4, 2023 to January 20, 2024: \$4,381.43
At the time of the meeting, approximately 50% of dues have been received.

ACC COMMITTEE REPORT

The ACC Chairman discussed the remaining seven (7) street lights and explained that the cost of these lights would be more than the last five (5) that were installed. The cost of the remaining seven (7) street lights were included in the 2024 budget but are dependent upon receiving 100% of the dues. ACC Chairman encouraged the meeting attendees to encourage their neighbors to get their dues paid.

The ACC Chairman reminded the meeting attendees of the Declaration of Covenants regarding garbage cans and parking. One of the meeting attendees inquired about infractions. ACC member Frank Amos, explained letters/emails are sent to those owners with infractions. If the infractions are not corrected, the ACC will assess fines and report those fines to the HOA Board. The President added that the HOA Board will support the ACC's assessments and will act accordingly to collect said fines.

OLD BUSINESS – STREET LIGHTS

The President reiterated the comments of the ACC Chairman regarding the cost of the remaining seven (7) street lights and that these lights are dependent upon receiving dues. A meeting attendee inquired about the consequences of not paying the dues. The President informed the attendees that non-payment of dues will be handled in accordance with the by-laws and covenants. Any dues not received within the time limits set by the bylaws, will be assessed late fees. The President explained that the community depends on the payment of dues to pay the bills and maintain the community.

OLD BUSINESS – PHASE 2 ROADS AND GARRETT DRIVE EASEMENT

The President informed the attendees that she had conversations with Putnam County Planning and Development and the Public Works department regarding the roads being accepted by the county. James Cantrell filed a Right of Way Deed (ROW) for Phase 2 Garrett Drive, Kaitlyn Circle, and Colin Lane. This ROW was signed by the then Chairman of the County Commissioners and filed with the Superior Court. The ROW listed fourteen (14) conditions that were not all met by Mr. Cantrell. The President will continue working with the county to move the process along to also include Jack Court and Leslie Court. The President will also work with a bonding agency to satisfy the \$90,000.00 road bond requirement. One of the attendees asked if the Board has any legal recourse against Mr. Cantrell. The President informed the attendees that she had spoken with the attorney who confirmed the Board has legal recourse but the cost could be more than the Board could handle financially. Also discussed the thru traffic in the neighborhood and maybe putting up signs stating "NO THRU TRAFFIC" and possible "PRIVATE ROADS" at the entrance of Phase 2. A comment was made regarding vehicles traveling at a high rate of speed. The President explained that speed limit signs are pointless because the speed limits cannot be enforced. The President suggested possibly installing speed bumps on Garrett to try and slow vehicles down. The President will investigate this option. The President informed the attendees that she reviewed the preliminary plat of the developer of Maddox Station and went to the courthouse and researched records regarding road easements involving the community. The only easements that have been filed are utility easements and there are currently no intentions for a connecting road to Garrett Drive. One of the attendees inquired to the work being done on Garrett parallel to Maddox Station. The President and another attendee explained they both stopped and spoke with the grading company doing the work and it was explained they work for the developer of Maddox Station and they were hooking up to Piedmont Water's water and sewer system. The President informed the attendees that she contacted Piedmont Water regarding this hook-up and was told that even though Piedmont Water is a private company, the water and sewer systems are not private. Piedmont Water assured the President that the current well was sufficient to source both subdivisions.

NEW BUSINESS – WEBSITE

The President encouraged everyone to visit the HOA website (www.phoenixcrossingga.com). The Board will keep the website updated to include meeting notices and agendas, meeting minutes, by-laws and covenants, forms, and community event announcements.

NEW BUSINESS – POOL RULES

The President summarized the pool rules. Attendees inquired about residents getting access to the pool without paying their dues. The President explained the requirements to obtain access to the pool. The Board will be issuing new codes for the pool.

NEW BUSINESS – COMMITTEE APPOINTMENTS

The Board encouraged the attendees to get involved and volunteer for the various committees. The Board needs additional ACC members, additional pool committee members, etc. The Secretary announced the winner for the best Christmas decorations was the first house on Colin Lane.

OPEN FORUM

The President commented about the trash being left on the playground, around the mail kiosk and on the sides of the roads. This is unacceptable! An attendee suggested a community clean-up day to keep the community nice and clean.

SLOW DOWN on the roads. Noone should be traveling more than 20 mph on our roads. The neighbors should "police" each other. One of the attendees stated a neighbor acted very aggressively towards her when she reminded him to slow down. Again, this IS UNACCEPTABLE!

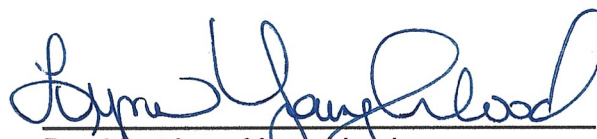
The playground gate will not stay closed and needs to be addressed.

Electric fences in the community and that the covenants should address the requirements.

The Board and attendees discussed the beatification of the Phase 2 entrance.

The President closed the meeting at 11:01 am.


Secretary Denise Merritt


President Lynn Youngblood

**BY-LAWS OF
PHOENIX CROSSING HOMEOWNERS' ASSOCIATION, INC.
(A Corporation Not for Profit)**

ARTICLE I. Identity

The following By-Laws shall govern the operation of Phoenix Crossing Homeowners' Association, Inc., (a Corporation Not for Profit), (hereinafter the "Corporation".) The Corporation is an incorporated non-profit association, organized and existing pursuant to Georgia Law.

Section 1. The office of the Corporation shall be at ~~1040 Founder's Row, Suite B, Greensboro, Georgia 30642~~ 159 Garrett Drive, Eatonton, Georgia, 31024 or at other such place as may be subsequently designated by the Board of Directors of the Corporation.

ARTICLE II. Purposes and Powers

The corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the property of the Corporation and no part of its net earnings shall inure to the benefit of any director or other private individual. The purpose and powers of the Corporation are to manage the real property and improvements in the subdivision known as Phoenix Crossing in Putnam County, Georgia.

ARTICLE III. Membership and Voting Provisions

Section 1. Membership. ~~All Owners of real property in Phoenix Crossing Subdivision shall be members of the Association, provided that there shall be no more than one member for any Lot, said membership to be as determined by a vote of the Owners of any jointly owned Lot. Members shall be all owners of real property in Phoenix Crossing Subdivision, and shall be entitled to one (1) vote for each Phoenix Crossing lot owned. When more than one (1) person holds the required interest in any Phoenix Crossing lot, all such persons shall be members. The vote for such Phoenix Crossing lot shall be exercised as such persons determine but in no event shall more than one (1) vote be cast with respect to each Phoenix Crossing lot.~~

Section 2. Voting. The number of votes each member is entitled to cast at any meeting of the membership are set forth in the Declaration of Covenants and Restrictions for Phoenix Crossing as recorded in Putnam County, Georgia real estate records.

Section 3. Votes. A majority of the total votes cast shall decide any question, unless the By-Laws or Articles of Incorporation provide otherwise, in which event the voting percentages required in the By-Laws or Articles of Incorporation shall control. (The term "majority" of the votes shall mean 51% of the total votes cast.)

Section 4. Quorum. There shall be no quorum requirements for meetings of the membership.

Section 5. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote and shall be filled with the Secretary of the ~~Association~~ Board of Directors prior to the meeting in which they are to be used. Proxies shall be valid only for the meeting designated therein.

ARTICLE IV. Meeting of the Membership

Section 1. Time. The annual members meeting shall be held at 2:00 p.m. of the first Saturday of

November of each year for the purpose of electing Directors, establishing a budget, and transacting any other business authorized to be transacted by the members; ~~and s~~Special meetings shall be held on the date and at the time stated in the notice thereof; ~~provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.~~

Section 2. Place. All meetings of the membership shall be held at a location convenient to the members at such place and at such time as shall be designated by the Board of Directors of the Corporation and stated in the notice of the meeting.

Section 3. Notices. It shall be the duty of the Secretary to deliver a notice of each annual or special meeting, stating the time and place thereof, to each member at least five (5) days but not more than sixty (60) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be served at to the email address of the member as it appears on the books of the Corporation, and posted on the website of the Corporation.

Section 4. Special Meetings. Special meetings of the members for any purpose may be called by the President, and must be called ~~by the President~~ at the request, ~~in writing,~~ of a majority of the Board of Directors, or at the request, in writing, of 20% of all members; ~~which The~~ request shall state the purpose of the proposed meeting. Business transacted at all such meetings shall be confined to the objects stated in the notice thereof.

~~Section 5. Proviso. Notwithstanding any of the provisions herein, until the conveyance of record title fee by warranty deed or otherwise of all its real property in Phoenix Crossing Subdivision by JRT Land Development, LLC (hereinafter the "Developer"), there shall be no annual or special meeting of the members of the Corporation. However, the Developer may waive this proviso, in whole or in part, by consenting in writing to a meeting of the membership for the purposes set forth therein.~~

ARTICLE V. Directors

Section 1. Number, Term and Qualifications. ~~Prior to the first meeting of the members the affairs of the Corporation shall be managed by the Board of Directors composed of two (2) persons who need not be members of this Corporation. Thereafter, t~~The affairs of the Corporation shall be managed by a Board of Directors, composed of ~~five~~four (54) persons, who must be members of ~~this~~ Corporation and shall be elected by the majority vote of the members. ~~All officers of a corporation owning property within Phoenix Crossing Subdivision shall be deemed to be members of this Corporation so as to qualify as a Director herein.~~ The term of each Director's service shall be one (1) year and shall extend until the next annual meeting of the members or until his/her successor is duly elected and qualified, or until he/she is removed in the manner provided for below.

~~Section 2. First Board of Directors. The first Board of Directors of the Association, who shall hold office and serve until the first meeting of members and until their successors have been elected and qualified, shall consist of the following:~~

- ~~1. J.V. Dell, Jr.~~
- ~~2. Thad L. Clark~~

Section ~~32.~~ Organizational Meeting. The organizational meeting of a newly elected Board of Directors of the Corporation shall be held within ten (10) days of their election at such place and time as shall be fixed by the newly elected Board of Directors ~~at the meeting at which they were elected,~~ and no further notice of the organizational meeting shall be necessary.

Section ~~43.~~ Removal of Directors. ~~Directors may only be removed prior to the expiration of their~~

~~term by a two-thirds vote of the membership at a meeting called for such purpose. At any annual meeting of members or special meeting for such purpose, any Officer of the Board of Directors may be removed with or without cause by the affirmative vote of the majority of members present at said meeting or by proxy. Any Officer of the Board of Directors whose removal has been proposed shall be given an opportunity to be heard at the meeting.~~

Section 54. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, or removal from office, a majority of the ~~remaining Directors~~ members shall choose a successor or successors who shall hold office of the balance of the unexpired term.

Section 65. Disqualification and Resignation of Directors. Any Director may resign at any time upon written notice to the Board of Directors by sending a written notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the ~~Secretary~~ Board of Directors. ~~Commencing with the Directors elected at the first meeting of the membership, the transfer of title of his parcel, lot, or unit by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors, unless the Director continues to own another parcel, lot, or unit.~~ No ~~member~~ Officer shall continue to serve on the Board of Directors ~~should if~~ he/she ~~be~~ more than thirty (30) days delinquent in the payment of an assessment, and said delinquency is confirmed by the Board of Directors.

Section 76. Meetings. Meetings of the Board of Directors may be called by the President, and in his/her absence by the Vice President, or by a majority of the ~~members~~ Officers of the Board of Directors upon a minimum of 48 hours' notice of the time and place of said meeting. All notices of meetings shall state the purpose of the meeting.

Section 87. Directors Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him/her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 98. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors.

~~Section 10. Proviso. Notwithstanding any provisions contained herein, until conveyance of record fee title by warranty deed or otherwise of all its real property in Phoenix Crossing Subdivision by the Developer, the Directors, or their successors, as shall be designated by the Developer need not be members and may not be removed by members of the Corporation.~~

Section 149. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all such acts and things as are not, by law, by these By-Laws or by the Declaration of Covenants and Restrictions of Phoenix Crossing Subdivision, directed to be exercised and done by the members. These powers shall specifically include, but shall not be limited to, the following:

- a) To exercise all powers specifically set forth in these By-Laws, by law or in the Declaration of Covenants and Restrictions and all powers incidental thereto.

- b) To levy and collect annual assessments, special assessments and individual assessments and use and expend the assessments to carry out the purposes and powers of the Corporation.
- c) To employ, dismiss and control the personnel necessary for the maintenance and preservation of Phoenix Crossing Subdivision, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.
- d) To make and amend rules and regulations respecting the maintenance, repair, operation and use of the facilities, property and other assets acquired by the Corporation.
- e) To contract for the management of the affairs of the Corporation and to delegate to any such contractor all of the powers and duties of the Corporation, except those which may be required to have the approval of the Board of Directors or membership of the Corporation.
- f) To designate one or more committees, which to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management of the business and affairs of the Corporation.
- g) To purchase equipment, supplies and material required in the maintenance, repair, replacement, operation, and management of the Corporate property.
- h) To insure and keep insured the improvements of the Corporation.
- i) To pay utility bills for utilities serving the Corporate property.
- j) To improve the Corporate property subject to the limitations of the Declaration of Covenants and Restrictions of Phoenix Crossing Subdivision.
- k) To enforce by any legal means the provision of the By-Laws, the Declaration of Covenants and Restrictions, and the rules and regulations promulgated by the Corporation.
- l) To collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from parcel, lot, or unit owners for violation of the provisions of the Declaration of Covenants and Restrictions and related documents.
- m) To pay all taxes and assessments against the Corporate property.
- n) To control and regulate development within Phoenix Crossing Subdivision and to promote and assist in adequate and proper maintenance of Phoenix Crossing Subdivision and the parcels, lots, or unit individually owned.
- o) To select depositories for the Corporate funds, and to determine the manner of receiving, depositing, and disbursing Corporate funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.
- p) To acquire real and personal property for the benefit and use of its members and to dispose of said property in accordance with a resolution of the Board, unless otherwise required by the Declaration of Covenants and Restrictions of Phoenix Crossing Subdivision.

ARTICLE VI. Officers

Section 1. Elective Officers. The principal Officers of the Corporation shall be a President, Vice

President, Secretary, and Treasurer, all of whom shall be elected by the ~~Board of Directors~~members. ~~The President~~All principal Officers shall be a member of the ~~Board of Directors~~Corporation.

Section 2. Election. The principal Officers of the Corporation shall be elected by ~~the a majority vote of the Board of Directors~~members at the ~~organizational~~annual members meeting ~~of each new Board following the meeting of the members~~.

Section 3. Appointive Officers. The Board of Directors may appoint Assistant Secretaries, Assistant Treasurers, and such other Officers, as the Board deems necessary.

Section 4. Term and Compensation. The Principal Officers of the Corporation shall hold office until replaced by their successors. Any officer ~~elected~~appointed by the Board of Directors may be removed at any time with or without cause by the Board of Directors. If the office of any appointed ~~Officer~~ becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. No compensation will be paid to ~~any~~the ~~Officers~~ or Directors of the Corporation.

Section 5. The President. The President shall be the chief executive officer of the Corporation and shall preside at all meetings of the members. He/She shall have executive powers and general supervision over the affairs of the Corporation and other Directors or Officers. He/She shall sign all written contracts and perform all of the duties incident to his/her office, which may be delegated to him/her from time to time by the Board of Directors.

Section 6. The Vice President. The Vice President shall perform all ~~of~~ the duties of the President in his/her absence and such other duties as may be required of him/her from time to time by the Board of Directors.

Section 7. The Secretary. The Secretary shall issue notice of all Board of Directors' meetings and all meetings of the members and shall attend and keep the minutes of same. He/She shall have charge of all of the Corporation's books, record, and papers, except those kept by the Treasurer. If an Assistant Secretary is appointed, he/she shall perform the duties of the Secretary in the Secretary's absence.

Section 8. The Treasurer. The Treasurer shall have the following duties and responsibilities:

- a) He/She shall have custody of the Corporation's funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, and shall deposit all monies and other valuable effects in the name of and to the credit of the Corporation in such depositories as may be designated from time to time by the Board of Directors.
- b) He/She shall disburse the funds of the Corporation as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements and shall render to the President and the Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his/her transactions as Treasurer and of the financial condition of the Corporation.
- c) He/She shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.
- d) He/She shall give status reports to potential transferees on which reports the transferees may rely.

- e) If an Assistant Treasurer is appointed, he/she shall perform the duties of the Treasurer in the Treasurer's absence.

~~Section 9. First Officers. The Officers of the Corporation, who shall hold office and serve until the first election of officers by the first Board of Directors of the Corporation following the first meeting of members and pursuant to the terms of these By-Laws, are as follows:~~

~~President: J.V. Dell, Jr. Vice President: Thad L. Clark Secretary: Thad L. Clark Treasurer: J.V. Dell, Jr.~~

ARTICLE VII. Finances and Assessments

Section 1. Depositories. The funds of the Corporation shall be deposited in such banks and depositories as may be determined by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such Officer or Officers as may be designated by the Board of Directors.

Section 2. Fidelity Bonds. The Treasurer and all Officers who are authorized to sign checks, all Officers and employees of the Corporation, and any contractor handling or responsible for Corporation funds may be bonded in such amount as may be determined by the Board of Directors.

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January each year. The Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

Section 4. Determination of Assessments.

(a) **Annual Assessments:** The Board of Directors has the power to and shall fix and determine, from time to time, the sum or sums necessary and adequate for the general expenses of the Corporation. The purposes and the basis of annual assessments are set forth in the Declaration of Covenants and Restrictions of Phoenix Crossing Subdivision.

Annual assessments are necessarily made upon projections and estimates of the Board of Directors and may be in excess or less than the sums required to meet the cash requirements of the Corporation, in which event the Board of Directors may increase or decrease the amount of such assessment and make such adjustments in cash or otherwise as they shall deem proper, including the assessment of each member for his pro rata share of any deficits. Notice of all changes in assessments shall be given to all members. When the Board of Directors has determined the amount of any annual assessment, the Secretary shall submit a statement of such assessment to each member. Such notice shall state the date when said assessment is due, and thereafter said assessment shall bear interest at the rate of percent (10%) per annum or the maximum amount allowed by law simple interest until paid. Annual assessments shall be paid by the members ~~in advance on a monthly, quarterly, semi-annual, or~~ on an annual basis. Annual assessments shall be payable at the office of the Corporation.

(b) **Special Assessments:** The Board of Directors has the power to fix and determine special assessments from time to time. The purposes and basis of special assessments are set forth in the Declaration of Covenants and Restrictions of Phoenix Crossing Subdivision. Any special assessments must be approved by a majority vote of the members who are voting in person or by proxy at a meeting duly called for this purpose; ~~w~~Written notice of ~~which~~ the meeting shall be sent to all members

at least thirty (30) days in advance and shall set forth the purpose of the meeting. Special assessment shall be levied by the Board of Directors in the same manner as the Board of Directors shall determine.

Special assessments, when authorized and approved, may be made upon projections, and estimates of the Board of Directors and may be in excess or less than the sums required to meet the cash requirements of the Corporation, in which event the Board of Directors may increase or decrease the amount of assessments and make such adjustment in cash or otherwise as they shall deem proper, including the assessment of each member for his pro rata share of any deficits. Notices of all changes in special assessments shall be given to all members. When the Board of Directors has determined the amount of any special assessment, the Secretary shall submit a statement of special assessment due, and thereafter said assessment shall bear interest at the rate of ten percent (10%) per annum or the maximum amount allowed by law simple interest until paid. Special assessments shall be payable at the office of the Corporation.

(c) Individual Assessments: Pursuant to the Corporation's power and authority to enforce the covenants, restrictions, rules, and regulations as set forth in the Declaration of Covenants and Restrictions the Board of Directors has the power to separately assess individual members of the Corporation. When the Board of Directors has determined the amount of any individual assessment, the Secretary shall submit a statement of such assessment to the member(s) involved and said assessment shall be due and payable thirty (30) days after receipt of the statement and thereafter shall bear simple interest at the rate of 10% per annum or the maximum amount allowed by law simple interest until paid. Individual assessments are payable at the office of the Corporation.

(d) Budget: The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray anticipated expenses and to provide and maintain funds to cover current expenses, including a reasonable allowance for contingencies, betterments, which shall include the funds to be used for capital expenditures for additional property that will be a part of the Corporation property, and operations, the amount of which may be to provide working funds or to meet losses.

Section 5. Co-Mingling of Funds. All sums collected by the Corporation from assessments may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors.

~~Section 6. Acceleration of Assessment Installments Upon Default. The Board of Directors shall have the power to collect assessments in monthly, quarterly, or semi-annual installments. If a member shall be sixty (60) days past due in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining installments for the fiscal year upon notice thereof to the member and thereupon the unpaid balance of the assessment shall become due upon the date stated in the notice.~~

Section 76. Lien. Each of the parcels, lots, or units within Phoenix Crossing Subdivision is automatically made subject to a lien and permanent charge in favor of the Corporation for general assessments, special assessments, and individual assessments. Any and all of the assessments together with interest thereon, if any, shall constitute a permanent charge upon and a continuing lien on the parcel, lot, or unit to which such assessments relate and such permanent charge and lien shall bind such parcel, lot, or unit in the hands of any and all persons.

In the event that any assessment shall not have been paid within thirty (30) days of the due date, the Secretary of the Corporation shall send a delinquency notice by ~~certified~~ mail or email to the delinquent member. In the event that any assessment shall not have been paid within thirty (30) days

of receipt of said delinquency notice, the Treasurer shall certify to the Board of Directors the name and address, as well as the amount in arrears, of the member. The Board of Directors shall then notify said member, via certified mail, the Board's intent to file a lien against the parcel, lot, or unit. The Board of Directors shall then cause to be prepared, for execution by the President of the Corporation, a Notice of Lien to be filed with the Clerk of the Superior Court of Putnam County, Georgia. When necessary, on receipt of payment of a delinquent assessment, a satisfaction of lien shall be executed by the President and recorded. In the event that any assessment continues to remain in default, the Corporation may pursue its remedies at law or in equity.

Section 87. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment as provided in the Declaration of Covenants and Restrictions for Phoenix Crossing Subdivision. In the event of foreclosure upon said mortgage or mortgages such subordination shall apply only to the assessments, which have become due and payable prior to a sale or transfer of such property pursuant to a foreclosure of the mortgage. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due nor from the lien of any subsequent assessment.

ARTICLE VIII. Compliance and Default

Section 1. Violations. In the event of a violation by a member of any of the provisions of these By-Laws, the Declaration of Covenants and Restrictions or the Rules and Regulations, the Corporation, by direction of its Board of Directors, may notify the member, by written notice of said breach, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Corporation, through its Board of directors, at its option, may have the following choices:

- a) An action at law to recover damages on behalf of the Corporation or on behalf of the other members; or
- b) An action in equity to enforce performance on the part of the member; or
- c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Corporation, and the cost thereof shall be charged to the member as an individual assessment.

Section 2. Costs and Attorney's Fees. In any proceedings arising because of an alleged violation by a member, the Corporation, if prevailing, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees actually incurred by the Corporation, including the cost of appeal.

Section 3. No Waiver of Rights. The failure of the Corporation to enforce any right, provision, covenant, or condition shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, or conditions of the future.

ARTICLE IX. Architectural Control Committee

The Board of Directors is authorized to establish an Architectural Control Committee and to delegate to said Committee the following powers:

- (a) To adopt, administer, and enforce uniform architectural and landscaping standards which conform to the architectural, landscaping, and other restrictions in the Declaration of Covenants and Restrictions recorded as to the property within Phoenix Crossing Subdivision. Said

standards shall be adopted with the goal of maintaining the beauty of the natural environment of the areas and the overall plan of development for Phoenix Crossing Subdivision; and

(b) To adopt, administer, and appoint review committees with the goal of fairly and impartially enforcing architectural and landscaping standards; and

(c) To make special exceptions to any standards adopted by the Architectural Control Committee or any review committees, upon proper application to the Architectural Control Committee. The means and manner of such application shall be adopted by the Architectural Control Committee.

Said Architectural Control committee shall consist of ~~no fewer than~~ at least five (5) members, at least four (4) of whom shall be members of the Corporation, and one (1) of said four (4) may be a member of the Board of Directors. ~~However, until the first annual meeting of the membership, the Architectural Control Committee shall consist of 3 individuals, who need not be members of the Corporation and who shall be appointed by the Developer.~~ The Board of Directors, may, in its sole discretion, appoint a professional architect, engineer, or land planner, who may or may not be a member of the Association, to serve on said Architectural Control Committee and may provide that said architect, engineer, or land planner be fairly compensated for services. The Board of Directors may approve and distribute funds to meet the reasonable expenses of said Architectural Control Committee.

The Architectural Control Committee shall be responsible to the Board of Directors, which shall have a veto power over any decision made by the Architectural Control Committee. The veto power may be exercised by a majority of the Directors at any Board of Directors meeting, after application made by an aggrieved member or by any member of the Architectural Control Committee. However, no approval is needed for authorized action taken, if no application is made by an aggrieved member.

The Architectural Control Committee shall promulgate from time to time such procedural rules and regulations as it deems necessary and proper, which shall include, but not necessarily be limited to the following:

- 1) Guidelines and procedure to be followed by an applicant seeking its approval.
- 2) Guidelines and procedure to be followed by an applicant seeking a special exception.
- 3) An adequate application form to be prepared and submitted by an applicant seeking its approval as a special exception.
- 4) A schedule of reasonable fees applicable for the processing of applications.
- 5) A procedure for calling a meeting of the Board of Directors or committee (which may include regularly scheduled meetings).
- 6) Such other procedural rules, regulations, and requirements as the Architectural Control Committee may deem necessary and proper, which are not in conflict with the By-Laws and Declaration of Covenants and Restrictions.

ARTICLE X. Amendments to the By-Laws

These By-Laws may be altered, amended, or added to at any duly called meeting of the members, provided:

- 1) Notice of the meeting shall contain a statement of the proposed amendment.

- 2) The amendment shall be approved by the majority vote of the members voting at such meeting.

ARTICLE XI. Notices

Whatever notices are required to be sent to members, such notices shall be sent to the addresses of the parcels, lots, or units unless the member gives written notice to the Secretary of the Association Corporation, that notices are to be sent to some other address. Notices may also be emailed to the email address on file with the Corporation. Notices will also be posted on the website of the Corporation.

ARTICLE XII. Liability Survives Termination of Membership

The termination of membership in the Corporation shall not relieve or release any former member from any liability or obligations incurred under or in any way connected to said membership or impair any rights or remedies which the Corporation may have against such former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

ARTICLE XIII. Parliamentary Rules

Robert's Rules of Order (latest edition) shall govern the conduct of the Corporation meeting when not in conflict with these By-Laws.

ARTICLE XIV. Rules and Regulations

The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, and maintenance of corporate property. A copy of the rules and regulations adopted from time to time, as herein provided, shall, from time to time, be made available upon request of any member.

ARTICLE XV. Conflicts

If any irreconcilable conflict should arise or exist with respect to the interpretation of the Rules and Regulations, these By-Laws, or the Declaration of Covenants and Restrictions, the latter shall prevail.

APPROVED AND DECLARED AS THE BY-LAWS OF PHOENIX CROSSING HOMEOWNERS' ASSOCIATION, INC.

DATED this _____ day of _____, 2024

PHOENIX CROSSING HOMEOWNERS' ASSOCIATION, INC.

By: _____

Lynn Youngblood, President

ATTEST TO:

By: _____

Denise Merritt, Secretary

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR PHOENIX CROSSING SUBDIVISION

THIS AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR PHOENIX CROSSING SUBDIVISION (herein called the "Declaration") is made this _____ day of _____, 2024 by **PHOENIX CROSSING HOMEOWNERS' CORPORATION, Inc.** and shall supersede all previous amendments.

WITNESSETH:

WHEREAS, members of the Corporation are the owners of certain real property located in the 308th District, G.M., of Putnam County, Georgia, and being more specifically described on Exhibit "A" affixed hereto and made a part hereof; and

WHEREAS, the members of the Corporation believe that the lands herein described which are and remain subject to this Declaration shall benefit from the covenants, easements, restrictions, charges, liens, and agreements established herein for the purpose of governing the improvement, use, enjoyment, occupancy, and ownership of the lands described herein; and

WHEREAS, the members of the Corporation desire to modify, amend and restate and have voted in accordance with the Declaration to modify, amend and restate the Declaration as originally recorded in Deed Book 615, pages 174-189, as amended in Deed Book 978, pages 746-752.

DECLARATION

NOW THEREFORE, in consideration of the premises and of the benefits to be derived by the Corporation and accruing to the property described herein as to the owners of the property within Phoenix Crossing Subdivision, the Corporation does hereby declare that the properties described herein are hereby subject to this Declaration and henceforth shall be owned, held, transferred, sold, conveyed, occupied, used and mortgaged or otherwise encumbered subject to this Declaration and the property described herein shall be subject to the covenants, restrictions, easements, agreements, charges and liens provided for in this Declaration. This Declaration shall be binding upon all persons in title to any portion of the properties described herein. Every grantee of an interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not (a) expressed in such conveyance, (b) signed by the grantee, or (c) otherwise consented to in writing by such grantee, shall take such property subject to and be bound by this Declaration and be deemed to have accepted and assented to all of the terms, conditions and provisions set forth in this Declaration.

ARTICLE ONE

DEFINITIONS

When used in this Declaration, the following words shall have the following meanings:

- a) "ACC" shall mean and refer to the Architectural Control Committee.
- b) "Common Property" shall mean and refer to any portion of the Property, together with any improvements now or hereafter located thereon (including, but not limited to private streets, roadways, drives, parking areas, curbing, gutters, sidewalks, walkways, landscaping, entranceways, fencing, signs or other similar facilities) that is now or hereafter owned by the

Corporation for the common use and enjoyment of the members.

- c) "Concrete Block House" shall mean and refer to a residence whose exterior, other than foundation, contains exposed concrete blocks, painted or unpainted.
- d) "Corporation" shall mean and refer to Phoenix Crossing Homeowners Corporation, Inc., a Georgia non-profit membership corporation.
- e) "Development" shall mean and refer to the Property made subject to the Declaration within Phoenix Crossing Subdivision.
- f) "Dwelling Unit" shall mean and refer to any property within the Development on which construction of a structure designed for use as a single-family dwelling has been completed and a certificate of occupancy has been issued.
- g) "Lot" shall mean and refer to any property within the Development subject to this Declaration whether improved or unimproved and shown as a numbered parcel, on any plat of survey of the Development recorded in the Office of the Clerk of the Superior Court of Putnam County, Georgia as the same may be revised, modified, or amended from time to time. Provided that any two or more platted lots may be combined to form a single Lot, if it is stated in the Warranty Deed that the conveyance is to be considered a single Lot and consented to by the Declarant or the Corporation; such Lot shall be a single Lot for all purposes of this Declaration, except that it shall pay 1.5 times the Annual Assessment. It is the intent of this Declaration that platted property within the Development shall, until such time as the construction of improvements is completed thereon, be considered as a Lot but once improvements are constructed thereon, and a certificate of occupancy therefore has been issued, if applicable, it shall lose its character as a Lot and become a Dwelling Unit.
- h) "Mobile Home" shall mean and refer to any movable or portable dwelling constructed to be towed on its own chassis or floor system in one or more sections designed for delivery on trailers or its own chassis and to be joined at the site into one integral unit. For the purpose of this paragraph, a Mobile Home does not lose its character by simply providing a foundation, underpinning, siding, roofing and/or other additions.
- i) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot or Dwelling Unit, but excluding those persons having such interest merely as security for the performance of an obligation.
- j) "Persons" shall mean and refer to any individual, corporation, limited liability company, Corporation, trust, or any other legal entity.
- k) "Property" shall mean and refer to the property described herein on Exhibit "A" or such other property as by deed, amendment hereto, or otherwise shall become subject to this Declaration.

ARTICLE TWO

ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee ("ACC"), as a committee appointed by the Board of Directors, shall have responsibility for approval of the matters described in this Article.

- a) As to any portion of the Property or any Lot contained therein, no house, commercial unit, sign, garage, carport, playhouse, fence, wall, swimming pool, or other structure, improvement, or dwelling, whether or not such structure, improvement or dwelling is intended for occupancy, shall be commenced, erected, or maintained thereon, nor shall any exterior addition to any existing structure or change or alteration therein be commenced, nor shall any landscaping or site work be performed until complete final plans, drawings and specifications therefore showing the nature, kind, shape, height, materials, basic exterior finishes and colors, locations, and floor plans therefore, have been submitted to and approved by the ACC, its agents, successors, or assigns, as to harmony of exterior design, general quality of materials and as to location in relation to surrounding structures and topography. The ACC may, in its sole discretion, waive this requirement. The ACC shall be entitled to retain possession of such plans, drawings, and specifications if it so chooses. The Application Fee shall be set from time to time by the ACC. Application shall be on such forms as required by ACC.
- b) If the ACC fails to approve or disapprove such plans, drawings, and specifications "Within thirty-five (35) days after receipt of written notice that such plans, drawings and specifications have been submitted to it and approval requested, the ACC shall be deemed to have approved said plans, drawings and specifications.
- c) Refusal or approval of plan, drawings, specifications, materials, or location may be based upon any grounds including purely aesthetic considerations, which in the sole and uncontrolled discretion of the ACC or its agent, shall be deemed sufficient. All ACC decisions shall be final and binding.
- d) Notwithstanding anything contained herein to the contrary, no action of the ACC is intended to be, nor shall any action be construed to be, approval by the ACC of the adequacy, reasonableness, safety, or fitness for intended use of the submitted plans, products or construction or satisfaction of zoning or any other regulatory requirements. No member of the ACC shall be liable in damages or in any other respect to anyone submitting plans and specifications for approval under this Article, or to any owner, or any other person with an interest in the Lot or Dwelling Unit at issue or any other Lot or Dwelling Unit, by reason or mistake in judgment, negligence, malfeasance, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications.
- e) The ACC may at any time, and from time to time, delegate, or assign, in whole or in part, the rights and authorities granted in this Section.

Any construction or planning made or performed on the Lot or Dwelling Unit without application having first been made and approval obtained or that is inconsistent with any approved landscaping layout, plans, drawings, or specifications may be required to be restored to its former condition by and at the expense of the Owner of the property on which such construction or planting was made or performed. Upon the failure or refusal of such Owner to perform the required restoration, the ACC or its authorized agents or employees may, after fourteen (14) days' notice to said Owner, enter upon the Lot or Dwelling Unit and perform such restoration as the ACC, in the exercise of its sole discretion, may deem necessary or advisable. Such Owner shall be personally liable to the Corporation for all direct and indirect costs, including court cost and attorney's fees, actually incurred by the ACC in the performance of such restoration and the liability for such costs shall be enforceable by the Corporation on behalf of the ACC by appropriate proceedings in law or in equity. The Owner's liability for such costs shall also be a permanent charge and lien upon the Lot or Dwelling Unit of such Owner, enforceable by the Corporation on behalf of the ACC by any appropriate proceeding in law or equity. Owner further hereby agrees to hold the Corporation harmless for any acts done by the Corporation in

furtherance of this provision.

RESTRICTIONS ON USE

- 1) Any Lot or Dwelling Unit shall be used only for detached single-family residential purposes. At no time shall any Lot or Dwelling Unit be used or converted to any commercial, manufacturing, multi-family, or apartment type use whatsoever. However, the renting of a Dwelling Unit by an Owner for family residential type uses shall not be deemed a commercial purpose provided, however, that such right as contained herein shall subject the occupants to the terms and conditions of this Declaration and shall not relieve the Owner from his obligations hereunder.
- 2) Before any house or other structure may be occupied as a residence, it must be completed and finished on the exterior; all of the yard must have suitable ground covering and the driveway shall be paved with concrete. The Owners shall repair any damage to the road right-of-way in the construction of the driveway or accessing any utilities. In no event shall the construction of any residence from ground breaking to completion of the exterior extend beyond twelve (12) months from the date construction is begun.
- 3) Containers for garbage or other refuse shall be in sanitary screened enclosures and shall be maintained in a sanitary condition and shall not be visible from any street.
- 4) Outside clotheslines will not be permitted.
- 5) No house trailer, Mobile Home, Concrete Block House, or any such similar structure homes shall be permitted on any Lot or Dwelling Unit at any time, except that a bona fide contractor actively engaged in the construction of a dwelling on a Lot shall be entitled to have a "construction storage trailer" for the purpose of storing of tools and materials. This right shall continue only during the active construction period of the residence on the Lot.
- 6) No attic, shack, garage, outbuilding, or other appurtenant structure shall be used for residential purposes except that with express permission of the ACC upstairs rooms over garages appurtenant to the main dwelling may in its sole discretion be approved.
- 7) The pursuit of hobbies or other activities, including specifically without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkept conditions shall not be pursued or undertaken on any portion of any Lot or Dwelling Unit.
- 8) No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices, or any other thing used for building purposes shall be stored on any Lot or Dwelling Unit except for the purposes of construction on such Lot or Dwelling Unit and shall not be stored on such Lot or Dwelling Unit for longer than the length of time reasonably necessary for the construction in which the same is to be used.
- 9) No exposed above ground tanks will be permitted for the storage of fuel, water, or any other substance.
- 10) No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Property, except that dogs, cats or other household pets may be kept by their respective Owner thereof on the Owner's Lot. Provided such pets are not kept in excessive numbers and do not endanger the health or in the sole discretion of the Corporation, disturb the owner of any other Lot or Dwelling Unit. Any and all accommodations for dogs, cats or household pets shall be

subject to approval by the ACC and shall be designed in such manner as to be sanitary and not in violation of this Declaration. All pets shall be secured by a leash when off the Owner's Lot.

- 11) Noxious or offensive activities shall not be carried on upon any Lot or Dwelling Unit.
- 12) No commercial or manufacturing activity of any nature shall be operated or maintained on or from any Lot, Dwelling Unit, or other structure.
- 13) Residents and occupants shall refrain from any act or use of the property which could reasonably cause embarrassment, discomfort or annoyance to Owners and residents of any other property made subject to this Declaration.
- 14) No signs shall be allowed on any Lot or Dwelling Unit other than those which may be approved by the ACC.
- 15) No camping, hunting, discharge of fire arms or other dangerous activity shall be allowed on the Property.
- 16) All boats, trailers, campers, motor homes and like vehicles shall be stored in garages, or in such other areas of the Property as approved by the Board of Directors.
- 17) Owners shall take all precaution to control and avoid fires and control construction debris. Unless an alternate means of debris containment has been approved by the ACC, on site dumpsters will be required to contain construction debris on all construction sites. Burning of construction material, debris, etc. on any Lot shall not be permitted except as follows: (a) The only on-site burning that will be permitted is the burning associated with the initial clearing and grubbing of a lot for building purposes, provided that the burn site is no closer than 150' from the closest residence or structure. These fires will be required to be attended at all times and put out completely prior to nightfall. (b) Prior to burning, a permit is required from the Putnam County Forestry Unit or other governmental entity having jurisdiction over the Property, and the ACC. (c) During the winter months fires contained in a 50-gallon drum, for the purpose of providing heat, will also be allowed during construction.
- 18) The location of satellite dishes, antennas and other such devices which are located outside of and/or affixed to the exterior of the Dwelling Unit shall be strictly regulated by the ACC.
- 19) All Lot Owners shall use the central water and sewer system within the development. There shall be no wells or individual septic systems placed on any Lot.
- 20) Removal of trees with diameters of 6" breast high or greater shall be prohibited except with express approval of the ACC.
- 21) The following minimum square footages shall control with regard to residences constructed within the Development. The calculation of minimum square footages (heated and cooled space) shall not include full or partial basements (including walk-out basements). (a) Single story homes: Minimum: 1,400 square foot minimum of heated and cooled space. (b) Multi-story homes: Minimum: 1,600 square foot minimum on both floors of heated and cooled space. (c) All residences must have a garage, either attached or detached.
- 22) All residential structures shall comply with such setback restrictions as are determined by the ACC and the recorded plats of the Development. Storage structures (i.e. storage

sheds/buildings) must be approved by the ACC and shall not exceed 12' x 24'.

- 23) No trucks, vehicles or other conveyances shall be permitted on paved roads in the Development with a gross weight in excess of 60,000 lbs. Notwithstanding the above concrete trucks are limited to a five-yard limit per load.
- 24) All trash, debris, construction waste, garbage and other such materials shall be removed on a regular basis from the Lot or Dwelling Unit and deposited in approved County disposal sites. Construction waste shall not be deposited on the Property or any adjacent property or along any roadways within the Development. The responsibility for compliance with this provision shall rest on the Owner of the Lot or Dwelling Unit.
- 25) There shall be no temporary structures erected on any Lot except for construction storage trailers authorized under Article Two "Restrictions of Use".
- 26) Fences are not allowed in the front of dwelling unit. Before any fencing may be erected or changed, it must be approved by the ACC as outlined under Article Two "Architectural Control Committee".
- 27) Parking lot at the Pool/Clubhouse is for services, mail kiosk and amenities only. Any unauthorized vehicles will be towed at the owner's expense.

SUBDIVISION OF LOTS

No lot shall be subdivided.

ARTICLE THREE

MEMBERSHIP AND VOTING

Section 1. Membership. Every Owner of a Lot or Dwelling Unit shall be a member of the Corporation, provided that there shall be no more than one member for any Lot or Dwelling Unit, said membership to be as determined by a vote of the Owners of any jointly owned Lot or Dwelling Unit. Membership shall be automatic and shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling Unit.

Section 2. Voting. Each member shall have one vote.

Section 3. Bylaws and Articles. All matters concerning meetings of the members of the Corporation, shall be as specified in the Articles or Bylaws of the Corporation, as amended from time to time, and by law.

ARTICLE FOUR

MAINTENANCE ASSESSMENTS FOR COMMON PROPERTY

Section 1. Creation of lien. Each Owner by acceptance of a deed conveying ownership of a Lot or a Dwelling Unit is deemed to be subject to the Declaration and agrees to abide by the terms and requirements of this Declaration and assumes the obligation to pay to the Corporation, Annual, Special, and Individual Assessments (hereinafter "Assessment" or "Assessments", as the case may be) as provided for herein. Such Assessments together with interest thereon at the rate of 10% per annum, or the maximum amount allowed by law, and costs of collection therefore as hereinafter

provided, shall be a charge and continuing lien on the Lot or Dwelling Unit against which each assessment is made, and shall also be the joint and several personal obligations of the person who is the Owner of such real property at the time when the assessment first becomes due and payable and the current Owner (if different from the Owner at the time the Assessments became due and payable). If required to employ an attorney to collect any Assessments, the Corporation shall be entitled to recover all costs of collection including reasonable attorney's fees and expenses of litigation, actually incurred.

Section 2. Purpose of Assessments. The Assessments levied by the Corporation shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners and residents in the Development and in particular for the acquisition, improvement, repair, replacement, maintenance, use and operation of the Common Property and to pay for the services which the Corporation is authorized to provide, including, but not limited to, the payment of taxes and insurance, construction or repairs, replacement and additions to Common Property, payment of the costs of labor, employees, agents, accountants, attorneys, equipment, material, management, and supervision necessary to carry out its authorized function. Expenses shall be known and designated as "Common Expenses".

Section 3. Annual Assessments. The Board of Directors of the Corporation shall fix for any calendar year the Annual Assessment for each Lot or Dwelling Unit at an amount it deems appropriate to fund the annual budget for the Corporation.

Section 4. Special Assessments. The Corporation may levy Special Assessments, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected maintenance or repair and replacement of Common Property and capital improvements thereon, if any, and to repay any loan made to the Corporation to enable it to perform the duties and functions authorized herein, provided that any such Assessment shall have the assent of three-fifths of the votes cast at a duly called meeting of the Corporation. Such Special Assessments, in any one year, may not exceed a sum equal to the amount of the Annual Assessment for immediately preceding two years, except for emergency and other repairs required as a result of storm, fire, natural disaster, Acts of God, or other casualty loss.

Section 5. Individual Assessments. In addition to the Annual and Special Assessments authorized under this Article, the Corporation may levy, through its Board of Directors, an Individual Assessment for the purpose of defraying, in whole or in part the cost of any expenses of the Corporation, which: (a) benefit less than all of the Lots or Dwelling Units; or (b) benefit all Lots or Dwelling Units, but do not provide an equal benefit to all Lots or Dwelling Units. Said Individual Assessments shall be assessed equitably among all of the Lots or Dwelling Units which are benefited according to the benefit received.

Section 6. Due Date of Assessments. The Annual Assessments shall be fixed on a calendar year basis, provided, however, that liability for payment of the initial Annual Assessment shall accrue on the initial purchase of any Lot or Dwelling Unit by an Owner, and shall be prorated on a daily basis according to the number of days remaining in the year (365 days) of purchase. Thereafter, payment of subsequent Annual Assessments shall be due on January 15th of each calendar year or on such other dates as from time to time may be established by the Corporation. The due date of any Special Assessment shall be fixed in the resolution authorizing such assessment. Individual Assessments shall be due thirty (30) days after notice of the same. Payment of any Assessment shall be delinquent thirty (30) days after its due date.

Section 7. Uniform Rate of Assessment and Share of Common Expenses. The amount of any Annual or Special Assessments and share of Common Expenses shall be the same for all Owners.

The amount of any Individual Assessment is not required to be the same for all Owners and shall be assessed equitably among the Owners of the Lots or Dwelling Units, which are benefited according to the benefit received.

Section 8. Duties of the Board of Directors. The Board of Directors of the Corporation shall have such powers and duties as are prescribed in the Corporation's Articles and Bylaws, as amended from time to time, and by law, which shall include the following duties: to fix the amount and due date of all Individual, Special, Annual, or other periodically payable Assessments; to provide for interest to accrue on all unpaid Assessments after the due date thereof at the rate of ten (10%) percent per annum or at such other rate as allowed by law; to provide for the charging of a late fee and the payment of costs of collection, including reasonable attorney's fees actually incurred, incident to the collection of delinquent assessments and the enforcement and foreclosure of the Corporation's assessment lien and charge as provided for herein; to cause written notice of every Assessment to be sent to the Owner subject to such Assessment at least thirty (30) days prior to the due date thereof; upon demand and after payment of a reasonable fee, as determined by the Board, to cause to be delivered to any Person legitimately interested, a statement in writing signed by the President, the Treasurer, or other appropriate officer of the Corporation setting forth the amount of any unpaid Assessments with respect to any Lot or Dwelling Unit subject to the Declaration or stating that all assessments with respect to the Lot or Dwelling Unit, which is the subject to the statement have been paid, as the case may be.

Section 9. Subordination of Charges and Liens to Security Deeds. The lien and permanent charge of any Assessment (together with any interest accruing thereon, late charges and costs of collection) pertaining to any Lot or Dwelling Unit is and shall be subordinate to the lien of any security deed placed on such Lot or Dwelling Unit by the Owner if, but only if, all such Assessments having a due date on or prior to the date such security deed is filed for record have been paid. Such subordination shall not relieve the Owner of the encumbered property of his personal obligation to pay all Assessments coming due at a time when he is Owner; shall not relieve such property from the lien and permanent charge provided herein; and no sale or transfer of such property to the security deed grantee or to any other person pursuant to foreclosure, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any Owner of any personal obligation, or relieve the Lot or Dwelling Unit, or any subsequent Owners from liability for any Assessment coming due after such sale or transfer. Notwithstanding the foregoing, the Corporation may at any time, either before or after any security deeds are placed on such property, waive, relinquish, or quit claim in whole or in part the right of the Corporation to collect the Assessments with respect to such property coming due during the period while such property is or may be held by a security deed grantee pursuant to such sale or transfer.

Section 10. Remedies of Corporation Upon Failure to Pay Assessments. If any Assessments are not paid within sixty (60) days from the date due, the Corporation may take any one or all of the following actions, which shall not be mutually exclusive: (a) File a Claim of Lien against the Lot or Dwelling Unit in the real estate records of Putnam County, Georgia; (b) Bring an action at law against the delinquent Owner personally for payment of the Assessment, interest, expenses, and other charges due hereunder; (c) File an action to foreclose the lien of the Corporation against the Lot or Dwelling Unit of such Owner in the same manner in which actions are commenced for the collection and foreclosure of mechanics and material men's liens against the owners of property as permitted by the laws of the State of Georgia; or (d) Take any action allowed under O.C.G.A. § 44-3-231 and 44-3-232, as the same may be amended.

ARTICLE FIVE

RESERVATION AND CREATION OF EASEMENTS

In addition to the easements created in this Declaration, the following easements shall and do exist:

Section 1. Road Easements. Each Owner shall have and is hereby granted a non-exclusive easement for ingress, egress, and regress over and across all roads within or leading to or through the Development.

Section 3. Utilities and Drainage. The Corporation and Putnam County or such other political subdivision as may have jurisdiction thereof and for such utility companies as may from time to time serve the Development, the right, title and privilege of a general easement which shall be perpetual, alienable and assignable, to go in and on the Property with men and equipment to construct, place, install, maintain and operate in, upon, across and through said premises in a proper and workmanlike manner, electric, water, gas, telephone, cable television, data lines, sanitary and storm sewer drainage systems, surface water drainage systems, and other conveniences and utilities (such systems hereinafter referred to collectively as utility systems, which are listed as examples but are not exclusive), including trenching and installation of such conductors, wires, cables, conduits, transformers, concrete pads, pipes, sewers, water mains, drainage areas, other equipment, apparatus, appliances, and structures necessary or convenient therefore, and including the right to cut any trees, bushes, shrubs or other vegetation, make any gradings of the soil, or take any other action reasonable and necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The easement herein reserved shall include the right to enter upon the premises with men and equipment for the purpose of installing, inspecting, maintaining, repairing, and replacing the various utility systems, and the right at all times to remove and keep clear any obstructions that may, if any way, adversely affect the proper maintenance and operation of the various utility systems. The exercise of this easement for the construction and installation of any given utility shall not bar the exercise of this easement for the construction and installation of other utilities.

Section 4. Common Property. Each Owner shall have a non-exclusive right and easement for the use, benefit, and enjoyment of the Common Property which easement shall be appurtenant to the ownership of a Lot or Dwelling Unit. The rights and easements created hereby are subject to the following:

- a) The right of the Corporation as provided in its Articles and Bylaws to suspend the easement rights of any Owner for any period during which Assessments remain unpaid;
- b) The right of the Corporation to dedicate or transfer all or any part of the Common Property to any public agency, municipality, political subdivision, authority, or utility for such purposes and subject to such conditions as may be agreed upon by Owners entitled to cast a majority of the votes in the Corporation;
- c) The right of the Corporation, as provided in its Articles and Bylaws to publish and enact reasonable rules and regulations governing or limiting the use of the Common Property.

ARTICLE SIX

AMENDMENTS TO DECLARATION

Section 1. General. This Declaration can be amended at any time provided that a majority of the votes cast at a duly called meeting of the Corporation vote in favor of the proposed amendment. If any proposed amendment to this Declaration is approved by the members as set forth above, the President or Secretary of the Corporation shall execute an amendment to this Declaration which shall

set forth the amendment, the effective date of the amendment which in no event shall be less than thirty (30) days after the date of recording of the amendment, the date of the meeting of the Corporation at which such amendment was adopted, the date that notice of such meeting was given, total number of votes of members of the Corporation, the total number of votes required to constitute a quorum of the meeting of the Corporation, the number of votes required to adopt an amendment, the total number of votes cast for and against the amendment. The amendment shall be recorded in the official real estate records of Putnam County, Georgia.

ARTICLE SEVEN

GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the Property described herein and shall be and remain in effect, and shall inure to the benefit of the Corporation, or the Owner of any Lot or Dwelling Unit subjected to this Declaration, their respective heirs, legal representatives, successors, successors-in-title and assigns for a period of twenty (20) years after the date this Declaration is recorded in the real estate records of Putnam County, Georgia. After this twenty (20) year period these Covenants and Restrictions shall be extended automatically for successive periods often (10) years each unless prior to the expiration of any ten (10) year period a written agreement is recorded in the real estate records of Putnam County, Georgia terminating the terms of these Covenants and Restrictions, in whole or in part as may be described in such agreement, which agreement shall be executed by the Corporation after approval of such action by a majority of the votes cast at a duly called meeting of the Corporation.

Section 2. Notices. Any notice required to be sent to any Owner pursuant to any provision of this Declaration may be served by depositing such notice in the U.S. mail, postpaid, regular mail, addressed to the Owner for whom it is intended at his last known place of residence, or to such other address as may be furnished to the Corporation, by electronic mail to the email address on file with the Corporation (it being specifically required of the Owner to keep the Corporation informed of current address including email address) and such service shall be deemed sufficient. The date of such service shall be the date of mailing.

Section 3. Enforcement. Enforcement of this Declaration shall be by any proceeding by law or in equity against any person violating or attempting to violate or circumvent any provision of this Declaration, including but not limited to the right to restrain or enjoin violations, damages, or by any appropriate proceeding at law or in equity against the land or Owner to enforce any lien created by this Declaration.

In the event of any failure to comply strictly with this Declaration, as amended, or the Bylaws of the Corporation, the Board of Directors of the Corporation, in addition to exercising the other remedies provided for in the By-Laws or Declaration, shall have the right, but not the obligation, to:

- a) Levy fines against the Owner or occupant for such failure in an amount which the Board of Directors, in its sole discretion, determines reasonable under the circumstances. Each day or time a violation is continued or repeated after written notice is given to the Owner or occupant to cease and desist shall be considered a separate violation. All fines and costs and expenses associated therewith, including but not limited to court costs and reasonable attorney's fees, actually incurred, shall be an assessment and a lien against the Lot or Dwelling Unit as provided in Article Four of the Declaration.
- b) Take such actions, steps, measures, or procedures as the Board of Directors, in its sole discretion, determines reasonable under the circumstances to abate, cure, or otherwise fix the

violation (hereinafter referred to as "Self-help"). In exercising its rights of Self-help and entering upon or in a Lot or Dwelling Unit, the Board of Directors or its agents, employees, or contractors shall not be considered trespassing or committing a wrongful act. The costs and expenses of all such Self-help activities, including but not limited to court costs and reasonable attorney's fees, actually incurred, shall be an assessment and a lien against the Lot or Dwelling Unit as provided in Article Four of the Declaration.

- c) File a Notice of Violation in the land records of Putnam County, Georgia specifying the nature of such violation, the remedy of the same, and any fines associated therewith. The costs and expenses of filing and/or enforcing the Notice of Violation, including but not limited to court costs and reasonable attorney's fees, actually incurred, shall be an assessment and a lien against the Lot or Dwelling Unit as provided in Article Four of the Declaration.
- d) Take any action as allowed under O.C.G.A. § 44-3-23 I and 44-3-232, as the same may be amended
- e) The Failure of the Board of Directors or the Corporation to enforce any covenants or restrictions in this Declaration, as amended, shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

Section 4. Interpretation. In all cases, the covenants, restrictions, and easements set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which will best affect the general plan of development and maintenance for the Development. The covenants, restrictions, and easements in this Declaration shall be liberally interpreted, and if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

Section 5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application. To this end the provisions of this Declaration are declared to be severable.

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Covenants and Restrictions for Phoenix Crossing Subdivision to be signed, sealed and delivered.

PHOENIX CROSSING HOMEOWNERS' CORPORATION, INC.

By: _____
Lynn Youngblood, President

ATTEST TO:

By: _____
Denise Merritt, Secretary

Signed, sealed, and delivered this ____ day of _____, 2024.

In the presence of:

Witness

Notary Public

[notary seal]

EXHIBIT "A"

Legal Description

All that tracts or parcels of land lying and being in the 308th District, G.M. of Putnam County, Georgia, being known as Phoenix Crossing, Phase I, as shown on that plat of survey prepared by John F. Brewer, III, Georgia Registered Land Surveyor No. 2905, dated August 13, 2007, and recorded in Plat Cabinet G, Plat Book 31, Slide 26, Pages 201-204, Clerk's Office, Putnam County Superior Court. All that tract or parcel of land, lying and being in the 308th District, G.M. of Putnam County, Georgia, being known as Phoenix Crossing, Phase II, as shown on that certain plat of survey prepared by John Mark Dunlap, Georgia Registered Land Surveyor No. 3142, dated December 15, 2019, and recorded in Plat Book 36, Page 27, Clerk's Office, Putnam County Superior Court.

AND SUBJECT TO:

Easement Tract for Utility Companies:

Together with a perpetual, non-exclusive 15' easement upon, over, across and through the following described property (the "Easement Area") for the purpose of ingress, egress, and regress to and from Well Tract to Garrett Drive and Megan Court as shown on that plat of survey prepared by John F. Brewer, III, Georgia Registered Land Surveyor No. 2905, dated August 13, 2007, and recorded in Plat Cabinet G, Plat Book 31, Slide 26, Pages 201-204, Clerk's Office, Putnam County Superior Court.

Well Tracts for Piedmont Water Company:

All that tract of parcel of land, lying in G.M.D. 308, Putnam County Georgia, containing 2500 square feet, more or less located on Garrett Drive and Megan Court as shown on that plat of survey prepared by John F. Brewer, III, Georgia Registered Land Surveyor No. 2905, dated August 13, 2007, and recorded in Plat Cabinet G, Plat Book 31, Slide 26, Pages 201-204, Clerk's Office, Putnam County Superior Court.

Deed Reference: Deed Book 638, Pages 89-91