

**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 adopted this **13th** day of **June, 2024** by **PHOENIX CROSSING HOMEOWNERS' ASSOCIATION, 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; and

WHEREAS, the members of the Corporation were sent notice of meeting, April 1, 2024 via USPS 1st class mail, and electronic mail; and

WHEREAS, the President of the Board of Directors, duly called a meeting for May 18, 2024 and June 13, 2024; and

WHEREAS, the Corporation has no quorum requirements for meetings of the members; and

WHEREAS, twenty-two members were present at the meeting of June 13, 2024 which included six couples and only one vote per property allowed; sixteen votes cast in favor of the amendments with zero votes cast against.

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 are not 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 unkempt 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) Visible 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.

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) 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, delivered and effective thirty (30) days after the date of recording in the official real estate records of Putnam County.

PHOENIX CROSSING HOMEOWNERS' CORPORATION, INC.

By:


Lynn Youngblood, President

ATTEST TO:

By:



Denise Merritt, Secretary

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