



RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
GRIFFIN CROSSING HOMEOWNERS ASSOCIATION, INC.  
MACON, GEORGIA 31216



**GRIFFIN CROSSING HOMEOWNERS ASSOCIATION, INC.  
MACON, GEORGIA 31216**

THIS RESTATED DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS is made and published this the 27<sup>th</sup> day of February, 2014 by the Griffin Crossing Homeowners Association, Inc. (hereinafter referred to as “Declarant” and “Association”).

**TABLE OF CONTENTS**

Page 1                      Cross References of Declaration, Amendments & Assignment  
Page 1 - 2                 WITNESSETH

**ARTICLE I (General Provision)**

1.1 Definitions.....2  
1.2 Property Subject to Declaration..... 4  
1.3 General Easements..... 5

**ARTICLE II (Architectural Review Committee)**

2.1 Membership of the Architectural Review Committee..... 5  
2.2 Submission of Application..... 5  
2.3 Function of Architectural Review Committee.....5  
2.4 Content of Plans and Specifications.....6  
2.5 Definition of “Improvement”..... 6  
2.6 Basis of Approval.....6  
2.7 Failure of the Committee to Act..... 6  
2.8 Limitation of Liability..... 7

**ARTICLE III (Protective Covenants)**

3.1 Applicability of Covenants..... 7  
3.2 Land Use and Building Type (Sections a-e).....7  
3.3 Minimum Dwelling Size & Quality; Minimum Cost.....8

**ARTICLE III (Protective Covenants)**

3.4 Building Location.....8  
3.5 Subdivision of Lots; Use as Access.....8  
3.6 Nuisances.....8  
3.7 Temporary Structures.....8  
3.8 Signs.....9  
3.9 Vehicle Storage; On-Street Parking Prohibited and  
Temporary Parking (Sections a ~ c).....9

## TABLE OF CONTENTS

3.10 Clothes Line and Drying Yards.....	9
3.11 Satellite Dishes, Antennas.....	10
3.12 Mailboxes, Newspaper Receptacles, ect.....	10
3.13 Street Lighting.....	10
3.14 Oil and Mining Operations.....	10
3.15 Pets.....	10
3.16 Garbage and Reuse Disposal.....	10
3.17 Sewage Disposal.....	11
3.18 Sight and Distance at Intersections.....	11
3.19 Landscaping.....	11
3.20 Diligence.....	11
3.21 Variances (a ~ e).....	11
 <u>ARTICLE IV (Maintenance)</u>	
4.1 Duty of Maintenance (Sections a ~ k).....	12
4.2 Enforcement.....	13
4.3 Enforcement Fines.....	13
 <u>ARTICLE V (Assessments)</u>	
5.1 Covenants for Assessments Allocation.....	14
5.2 Purpose of General Assessments (Sections a ~ d).....	14
5.3 Assessments Procedure.....	15
5.3.1 Owners Right to Dispute Assessment.....	15
5.3.2 Dispute Resolution.....	15
5.4 Due Date of Assessments.....	16
5.5 Address of the Association.....	16
5.6 Creation of the Lien and Owners Personal Obligation for Assessments.....	16
5.7 Remedies for Nonpayment of Assessments and/or Fines.....	17
5.8 Exemptions.....	18
 <u>ARTICLE V (Miscellaneous Provisions)</u>	
6.1 Duration; Automatic Renewal.....	18
6.2 Amendments.....	18
6.3 Notice.....	19
6.4 Enforcement.....	19
6.5 Severability of Provisions.....	19
6.6 Titles.....	19
Signatures of The Griffin Crossing Homeowners Association & Notary with SEAL.....	20
Exhibit "A" Phase I & II.....	Back Page



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Cross References:

Declaration: Book 6409, Pages 2-18  
Declaration: Book 7411, Pages 365-372  
Amendment: Book 7854, Pages 18-23  
Assignment: Book 7980, Pages 108-109  
Amendment: Book 8186, Pages 308-309  
Court Order: Book 8824, Pages 327-347

**RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR GRIFFIN CROSSING HOMEOWNERS ASSOCIATION, INC.**

THIS RESTATED DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS is made and published this the 27th day of February, 2014 by the Griffin Crossing Homeowners Association, Inc. (hereinafter referred to as "Declarant" and "Association").

WITNESSETH

WHEREAS, on July 1, 2004 Griffin Crossing, LLC, as Declarant, made and adopted, that certain Declaration of Covenants, Conditions and Restrictions for Griffin Crossing filed of record on November 18, 2004 and recorded in Deed Book 6409, Pages 2-18, Land Records, Clerk's Office, Bibb Superior Court (hereinafter the "Original Declaration"); and

WHEREAS, on March 6, 2007, Moon Family Properties, LLC, as Declarant, made and adopted, that certain Declaration of Protective Covenants of Griffin Crossing Subdivision filed of record on March 6, 2007 and recorded in Deed Book 7411, Pages 365-372, Land Records, Clerk's Office, Bibb Superior Court (hereinafter the "Original Declaration - Phase 2"); and

WHEREAS, on February 20th, 2008 Griffin Crossing Homeowners Association, Inc. incorporated pursuant to the Laws of Georgia; and

WHEREAS, on May 20, 2008 Griffin Crossing Homeowners Association, Inc., as Declarant, adopted that certain First Amendment To Declaration of Covenants, Conditions and Restriction [sic] For Griffin Crossing and caused the same to be filed of record on June 21, 2008 in Deed Book 7854, Pages 18-23, Land Records, Clerk's Office, Bibb Superior Court (hereinafter the "First Amendment"); and

WHEREAS, Griffin Crossing Homeowners Association, Inc. is the assignee and successor in interest to Declarant Griffin Crossing, LLC by virtue of that certain Transfer and Assignment executed on May 31, 2008 by Griffin Crossing, LLC in favor of Griffin Crossing Homeowners Association, Inc. and filed of record on November 21, 2008 and recorded in Deed Book 7980, Pages 108-109, Land Records, Clerk's Office, Bibb Superior Court (hereinafter the "Transfer and Assignment"); and

WHEREAS, on October 17, 2009 Griffin Crossing Homeowners Association, Inc., as Declarant, adopted that certain Second Amendment To Declaration of Covenants, Conditions and Restrictions For Griffin Crossing Homeowners Association, Inc. and caused the same to be filed of record on October 22, 2009 in Deed Book 8186, Pages 308-309, Land Records, Clerk's Office, Bibb Superior Court (hereinafter the "Second Amendment"); and

WHEREAS, on December 14, 2011, in civil action number 09-CV-52024, Bibb County Superior Court, a copy of which is recorded in Deed Book 8824, Pages 327-347, Land Records, Clerk's Office, Bibb Superior Court, it was declared that the Original Declaration, First Amendment and Second Amendments thereto were inapplicable to Phase II of the Griffin Crossing Subdivision and, further, that the Second Amendment was null and void; and

WHEREAS, the members of Griffin Crossing Phase I met on January 22, 2014 pursuant to notice and 100% approved and adopted this Amendment as required by the Original Declaration and First Amendment thereto; and

WHEREAS, the Lot Owners in Griffin Crossing Phase II unanimously voted to adopt and be bound by the foregoing covenants and restrictions and to become members of and be governed by the corporate entity known as Griffin Crossing Homeowners Association, Inc.;

NOW THEREFORE, pursuant to the provisions of Original Declaration and First Amendment thereto, Griffin Crossing Homeowners Association, Inc. does hereby amend and restate the Original Declaration and First Amendment thereto as follows:

## **ARTICLE I** **GENERAL PROVISIONS**

### **1.1 Definitions.**

The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

a) **"Architectural Review Committee" or "ARC"** shall mean and refer to those Persons appointed by the majority of the record of title Owners, or as hereinafter provided by the majority of the Owners, in accordance with the provisions of Article II of this Declaration.

b) **"Articles of Incorporation"** shall mean the Articles of Incorporation of Griffin Crossing Homeowners Association, Inc. filed with the Georgia Secretary of State and incorporated herein by this reference as may be amended from time to time.

c) **“Association”** shall mean of Griffin Crossing Homeowners Association, Inc. a Georgia Nonprofit corporation, its successors and assigns.

d) **“Board of Directors” or “Board”** shall mean the appointed or elected body of the Association, vested with the authority to manage the affairs of the Association.

e) **“Bylaws”** shall mean the duly adopted Bylaws of Griffin Crossing Homeowners Association, Inc., as may be amended from time to time.

f) **“Common Expenses”** means all expenditures lawfully made or incurred by or on behalf of the Association together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of the Instrument.

g) **“Common Area” or “Common Property”** shall mean any and all real and personal property submitted to the Declaration and the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the members.

h) **“Declaration”** means the recorded Instrument creating covenants upon the Properties and which covenants are administered by the Association, membership in which is mandatory for all Owners of developed Lots in the Property Owners' Development.

i) **“Declarant”** shall mean all Owners and Lessees of the property who execute the Declaration or on whose behalf the Declaration is executed; provided, however, that the phrase "Owners and Lessees," as used in this article, shall not include in his or her capacity as such any mortgagee, any lien holder, any Person having an equitable interest under any contract for the sale or lease of a Lot, or any Lessee or tenant of a Lot. From the time of the recordation of any amendment to the declaration expanding an expandable Property Owners' Development, all Persons who execute that amendment or on whose behalf that amendment is executed shall also come within the definition of "Declarant." Any successors-in-title of any Owner or Lessee referred to in this paragraph who comes to stand in the same relation to the Property Owners' Development as his or her predecessor did shall also come within such definition.

j) **“Developed Lots”** shall mean the individual Lots as shown on the Subdivision Survey.

k) **“Future Development Property”** shall mean and refer to other real property now owned or hereafter acquired by the Declarant added to the Development pursuant to Section 1.2(b).

l) **“Lot and/or Lots”** shall mean and/or refer to any Lot, tract or parcel of land identified as a Lot on recorded Subdivision plat covering any portion of the Properties.

m) **“Owner/Owners”** shall mean and refer to the record Owner(s) whether one or more Persons or entities, of the fee simple title to any portion of the Properties, but excluding any Person or entity whose interest in the Properties arises pursuant to a deed to secure debt, mortgage, or other similar instrument evidencing or securing indebtedness.

n) "Person" means a natural Person, corporation, partnership, association, trust, other entity, or any combination thereof.

o) "The Properties" (or "Properties") shall mean and refer to the real property (including all improvements thereon) described in 1.2 hereof, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of 1.3 hereof.

p) "Property Owners' Association Instrument" or "Instrument" means the Declaration, plats, and plans recorded by the Declarant creating all phases of the Griffin Crossing Subdivision. Any exhibit, schedule, or certification accompanying an Instrument and recorded simultaneously therewith shall be deemed an integral part of that Instrument. Any amendment or certification of any Instrument shall, from the time of the recordation of such amendment or certification, be deemed an integral part of the affected Instrument so long as such amendment or certification was made in accordance with law.

q) "Property Owners' Development" or "Development" includes all phases of Griffin Crossing and means the real property which contains the Lots and which may contain Common Area located within Georgia and is subject to the Declaration.

r) "Subdivision Survey" shall mean and refer to the map or plat of survey of the Properties delineating individual building Lots or parcels which is designated:

Griffin Crossing Phase I prepared by Halligan and Associates, Surveyors, dated, July 27, 2004, certified by Prince Halligan, Jr., Georgia Registered Land Surveyor No. 2516, a copy of which was filed of record on September 30, 2004 in Plat Book 91, Pages 415 - 419, Clerk's Office, Bibb County Superior Court.

Griffin Crossing Phase II prepared by Halligan and Associates, Surveyors, dated October 11, 2006, certified by Prince Halligan, Jr., Georgia Registered Land Surveyor No. 2516, a copy of which was filed of record on December 8, 2006 in Plat Book 92, Pages 266 - 269, Clerk's Office, Bibb County Superior Court.

## 1.2 Property Subject to Declaration.

a) The Properties. The real property covered by this Declaration is described in Exhibit "A" attached hereto and incorporated herein by reference. All of the Properties and any right, title or interest therein shall be owned, held, sold and/or conveyed by Declarant, and any subsequent Owner of all or any part thereof, subject to this Declaration and the Covenants, Restrictions and Provision set forth herein.

b) Additions to Property Subject to Declaration. The Declarant shall have the right to add additional Future Development Property to the scheme of this Declaration without notice to or the consent of the Owners of the several Lots comprising the Properties, which shall be accomplished by the filing for record in the County where the land lies of a Supplementary Declaration or Amendment to this Declaration which shall extend the scheme of the covenants and of this Declaration to such additional property. The additional property to be so added shall



be contiguous to the existing Properties, as they are then comprised. Any Supplementary Declaration adding Properties shall include a specific geographical description of the property added and shall designate said additional property by a designation including Section and Phase so as to differentiate each respective area from other Sections and Phases then included within the Properties.

**1.3 General Easements:** Declarant hereby grants, creates, conveys and reserves unto itself and its successors and assigns, easements for drainage and utilities (including, but without limitation thereto, storm water drainage, well maintenance, sanitary sewer and septic drainage) delineated on the Subdivision Survey, together with an easement for drainage and utility purposes over, upon and across the front, both sides, and the rear ten (10) feet of each Lot. Such easements shall be for the benefit of the Owners of each Lot and with respect to the Future Development Property the Declarant its successors and assigns. Drainage flow shall not be obstructed, nor be diverted from drainage or utility easements as designated above or on the aforesaid Subdivision Survey.

## **ARTICLE II** **ARCHITECTURAL REVIEW COMMITTEE**

### **2.1 Membership of the Architectural Review Committee:**

The Subdivision shall have an Architectural Review Committee ("ARC"), which shall consist of three (3) Members who shall be neutral Persons, and who shall be appointed by the majority of the record of title Owners. Members of the ARC may be removed with or without cause by the majority of the ARC Committee, Board of Directors, and/or the majority of the record of title Owners. The ARC Committee can create and fill vacancies on the ARC with the approval of the Declarant, in the event of the death or resignation of any member of the committee, until a successor is duly appointed by a majority vote of the Owners of the record of title Owners. The Majority of the Committee shall designate one ARC Member to serve as Clerk of ARC.

### **2.2 Submission of Application:**

All requests for approval by the Architectural Review Committee shall be submitted in writing and mailed to the Committee by US certified mail, return receipt requested, at the following address: **Address of The Association and/or Architectural Review Committee is 110 Deer Forest Trail Macon, GA 31216.**

### **2.3 Function of Architectural Review Committee:**

No improvements, as that term is hereinafter defined, shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of the Properties until plans and specifications as defined in section 2.4 in such form and detail as the Architectural Review Committee may deem necessary shall have been submitted to and

approved in writing by such Committee. The decision of the Architectural Review Committee shall be final, conclusive, and binding upon the applicant.

**2.4 Content of Plans and Specifications:** The plans and specifications submitted to the Architectural Review Committee for approval shall include:

a) A topographic plat showing existing contour grades and the location of all improvements, structures, walks, patios, driveways, fences, and walls. Existing and finished grades shall be shown at Lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details of any appreciable changes in the Lot contours is contemplated.

b) Exterior Elevations

c) Exterior materials, colors, textures, and shapes

d) Structural design

e) Parking area and driveways plan

f) Utility Connections

**2.5 Definition of "Improvement":** Shall mean and include all buildings and roofed structures, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, clothes lines, and/or drying yards, antennae, driveways, ponds of all kinds, lakes, swimming pools, tennis courts, signs, changes in any exterior color or shape, glazing or reglazing of exterior windows with mirrored or reflective glass, and any new exterior construction or other exterior improvement. It does include both original improvements and all later changes and improvements. The improvement approval process and procedures shall not apply to the routine installation & maintenance of plants, shrubs, trees and landscaping enhancements such as yard ornaments, edging material, and seasonal decorations.

**2.6 Basis of Approval:** Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and location with neighboring structural and site, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the protective covenants.

**2.7 Failure of the Committee to Act:** If the Architectural Review Committee rejects the plans as being inadequate or fails to approve such plans and specifications within thirty (30) days after receipt thereof, it shall be conclusively presumed that such committee has disapproved such plans and specifications. If plans and specifications are not sufficiently complete or are otherwise inadequate, the "ARC" may reject them as being inadequate. The 30-day period provided in this Section commences upon the Committee's receipt of the application as submitted by Certified Mail, Return Receipt Requested, at the address set forth in 2.2 hereof.

**2.8 Limitation of Liability:** Neither the Declarant, and the Architectural Review Committee, nor any of the members of such committee, shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of the land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

### **ARTICLE III** **PROTECTIVE COVENANTS**

**3.1 Applicability of Covenants:** The following provisions shall be applicable to any and all construction, improvement, alteration, or addition to the Properties.

**3.2 Land Use and Building Type:** No Lot shall be used EXCEPT for Residential purposes. No residential structure shall be erected, altered, placed, and/or permitted to remain on any Lot other than one (1) single-family dwelling, not to exceed three (3) stories in height, and a private garage for not less than two (2) automobiles, nor more than four (4) automobiles. No structures shall be erected, altered, placed, and/or permitted to remain on any Lot unless the same comply with the following, and are approved by the Architectural Review Committee:

(a) **Roofs:** All roofs shall have a pitch of not less than a 7/12, exclusive of front and rear shed porches and shall be roofed with architectural shingles. No White or light colored shingles, metal, wood shakes, clay tile, slate, hot mop, and concrete roofs shall be allowed or permitted on any structure(s). Outbuildings, sheds and like structures must be architecturally shingled with a roof pitch less than or equal to 9/12 with approval of the Architectural Review Committee.

(b) **Exterior Siding:** The exterior of all dwellings, garages and other outbuildings shall be constructed of brick, stucco, drivet, hardie board, stone or vinyl, provided a minimum of 24" of brick or stone from ground level on all front foundations shall be required. Outbuildings, sheds, and like structures that are not visible from any street or Lots within the Subdivision, may be excluded from the minimum of 24" of brick or stone from ground level on all front foundations with the approval of the Architectural Review Committee.

(c) **Fence:** No fence or wall shall be allowed on any Lot: (i) in the front yard or nearer to the street or road right-of-way line than the rear corner of the residence (exclusive of open porches), (ii) any nearer to a side street right-of-way line than the minimum building setback line along such side street right-of-way, and (iii) having post or support members visible from adjacent Lots and streets within from any street in the Subdivision. No Chain-link fence will be allowed on any Lot that would be visible from any street in the Subdivision. Chain-link fence where permitted shall be coated black or green. Other materials shall require the prior written approval by the Architectural Review Committee. In general, in cases in which fences are required by Bibb County or State ordinance, such as surrounding pool areas, all fences must be approved by the Architectural Review Committee.

(d) **Garage Entries:** All vehicular entrances into garages shall be located on the side or rear of the structure. No garage entrances shall face the front of any Lot, unless approved by the Architectural Review Committee.

(e) **Driveways, Parking Areas, and Headwalls:** Any other provision contained herein notwithstanding any headwall placed on any Lot shall be constructed of common brick. Driveways and parking areas are required to be constructed with concrete or cement, and no Asphalt driveways or parking areas will be allowed. All driveways and parking areas shall have a minimum width of ten (10) feet and shall run from the paving of the road to the minimum building set-back line for the respective Lots.

**3.3 Minimum Dwelling Size & Quality; Minimum Cost:** No dwelling shall be permitted on any Lot in the Properties, unless prior written approval of the same is received from the Architectural Review Committee as herein otherwise provided and shall have not less than 1,800 square feet of heated and cooled living space, exclusive of unfinished basements, porches, terraces, patios, garages, and accessory buildings. Provided, however, notwithstanding the compliance of any such dwelling with the foregoing minimum size requirements, no dwelling shall be permitted on any Lot if the quality of workmanship and materials for the proposed dwelling is determined by the Architectural Review Committee (in its discretion) to be substantially less than the quality of workmanship and materials for other dwellings within the Subdivision.

**3.4 Building Location:** No building shall be located on any Lot nearer to the front line or nearer to the side street line than the lesser of (a) the minimum building setback line shown on the Subdivision Survey (if any) or (b) the minimum building setback line requirements under any applicable ordinances, rules, and regulations of Bibb County, Georgia or other applicable governmental authority. For the purpose of this covenant, eaves, steps, terraces and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

**3.5 Subdivision of Lots; Use as Access:** None of the Lots shall at any time be divided into as many as two (2) or more building sites without the prior approval of the Architectural Review Committee. A single Lot together with contiguous portion of one or more Lots in the same block may be used for one building site. No Lots, or any portion thereof, may be used for the purpose of providing access to other property unless such use is approved in writing by the Declarant.

**3.6 Nuisances:** No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.

**3.7 Temporary Structures:** No structure of a temporary or permanent character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, unless approved by the Architectural Review Committee. Temporary moving containers, portable on demand storage (PODS) containers and like structures, placed on a concrete driveway is permitted for 72 hours. An Owner shall notify



ARC when temporary parking is necessary. Extensions beyond 72 hours are subject to approval by ARC.

**3.8 Signs:** No sign of any kind shall be displayed to the public view on any Lot except the professional sign of a licensed real estate sales broker, agency, and builder advertising the property for sale or rent. Political signage may be displayed 30 calendar days prior to an election and must be removed within 24 hours of such election's close. Common one time signage such as birth announcements, yard sale notices and similar general-purpose signage may be displayed for a maximum of 72 hours. The Architectural Review Committee must approve all other signs.

**3.9 Vehicle Storage; On-Street Parking Prohibited and Temporary Parking:** No motor-homes, campers, camper-trailers, boats, boat trailers, other trailers, or other recreational vehicles, and no trucks exceeding 3/4-ton, shall be kept or stored on any part of any said Lots except: (i) within an enclosed garage or (ii) at a location on the Lot which shall be so placed and screened, and kept so as not to be more than 20% visible from any street or Lot within the Subdivision or adjacent to the Subdivision. The maximum number of said vehicles that can be stored on the property is only ONE (1) and must be approved by the Architectural Review Committee. All motor homes, campers, camper-trailers, boats, boat trailers, other trailers, or other recreational vehicles stored on the property must be maintained in safe, clean, and attractive conditions at all times. Maintenance standards shall be in line with the standards set forth in Section 4.1.

(a) **Temporary Parking of Recreation Trailers, Vehicles:** Temporary parking of motor-homes, campers, camper-trailers, boats, boat trailers, other trailers, or other recreational vehicles on concrete driveways or/and park areas will be permitted for 72 hours. Homeowners shall notify the Architectural Review Committee when temporary parking is necessary. Extensions beyond 72 hours are subject to approval by the Architectural Review Committee.

(b) **Temporary and Routine Parking of Vehicle:** Temporary & routine parking of automobile type vehicle(s), of any type, on the grass or non-concreted surface is prohibited. No more than four (4) motorized vehicles, regardless of condition, may be parked or stored on any Lot. Vehicles are not permitted on side-yard, backyard or non-concrete parking areas at any time. Temporary parking by transient visitor vehicles are exempt from this restriction.

(c) **Truck Parking:** No trucks exceeding 3/4-ton may be stored or parked regularly or frequently at a residential premises to include but not limited to: semi-tractor trailer trucks, trailers, toll or equipment transport trucks, delivery vehicles, buses, mini-buses, or mass transit vehicles.

**3.10 Clothes lines and Drying Yards:** No clothes lines, drying yards or any other similar structures for this purpose of drying laundry, clothing, or other similar items, shall be erected, placed or maintained on any Lot unless same shall be so screened and kept, so as not visible from any street with in the Subdivision or adjacent to the Subdivision, unless approved prior by the Architectural Review Committee.

**3.11 Satellite Dishes, Antennas:** Satellite dishes or other similar structures designed for the reception of television or radio signals shall be located to the rear of the residence on the Lots and shall be situated in such a manner as to not be visible from the road fronting the subject Lot, unless approved prior by the Architectural Review Committee. Satellite dishes or other similar structures shall not exceed more than twenty-four (24) inches in diameter, or number more than one satellite dish per Lot and/or residence. Outside antennae or other similar structures designed for the reception of television or radio signals shall not be allowed, unless approved prior by the Architectural Review Committee. To the extent any of this section 3.11 conflicts with any portion of the Federal Communications Commission's Over-the-Air Reception Devices ("OTARD") rule, as set forth at 47 C.F.R. Section 1.4000 and enacted pursuant to Section 207 of the Telecommunications Act of 1996, as may be amended from time to time, the conflicting portion of this section shall be deemed to encompass the minimal requirements necessary to satisfy and comply with any OTARD rules and regulations.

**3.12 Mailboxes, Newspaper Receptacles, etc.:** Mailboxes, newspaper receptacles and similar facilities shall require the prior approval of the Architectural Review Committee. The Committee and Association shall have the authority to require each Owner to install a uniform receptacle.

**3.13 Street Lighting:** As a benefit to each of the Owners of Lots in said Subdivision, public street lighting shall be furnished in said Subdivision and will be billed through Bibb County Tax Commissioners Office. The street lights cannot be billed directly to each Lot Owner by the service provider. Georgia Power or other service will maintain said streetlights on behalf of the Association.

**3.14 Oil and Mining Operations:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil to natural gas shall be erected, maintained or permitted upon any Lot.

**3.15 Pets:** No more than three (3) pets of the customary household variety (including birds) may be kept on any Lot, except upon the express written permission of the Architectural Review Committee, Declarant or Association, who have the authority to enact reasonable rules and regulations controlling the presence of pets in the Subdivision. The provisions hereof shall not be deemed to permit the keeping of domestic fowl or farm animals, which are specifically excluded. Provided, further, no household pets shall be kept on any Lot for commercial purposes (i.e., without limitation, breeding or husbandry purposes) or in any manner so as to create a nuisance or disturbance to the other Lot Owners, or violate any law, ordinance or regulation of the State of Georgia, the County of Bibb, or any other applicable regulatory or governmental agency. **All dogs must be fenced or kept on a leash at all times.**

**3.16 Garbage and Refuse Disposal:** No Lot shall be used or maintained, in whole or part, as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Every outdoor receptacle for ash, trash, rubbish or garbage shall be installed at a location on the Lot which shall be so placed, screened and kept so as not to be visible from any

street with Subdivision or adjacent to the Subdivision at any time except at the times when refuse collections are being made.

**3.17 Sewage Disposal:** No individual sewage-disposal system shall be permitted on any Lot unless such system is designated, located and constructed in accordance with the requirements, standards, and recommendations of Georgia Department of Public Health or governmental agency with oversight as provided by local, state or national legislation. Approval of such system as installed shall be obtained from such authority or other applicable governmental agency having jurisdiction.

**3.18 Sight and Distance at Intersections:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitation shall apply in any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**3.19 Landscaping:** The Builder, contractor or Owner of each residential Lot shall certify to the Architectural Review Committee at the completion of the construction of the residence erected on each said Lot that said builder, contractor, and/or Owner has expended not less than \$500.00 to purchase and plant ornamental plants, trees, and shrubs (exclusive of grading, topsoil, seed, sod fertilizer and other landscaping). Said cost is to be based on the cost prevailing at the time of the execution of this Declaration. The Architectural Review Committee may in its sole discretion require such builder, contractor or Owner to submit paid receipts evidencing such expenditure. At the completion of the said residence erection all front yards must be sodded from the front corner of the dwelling to the edge of the curb of pavement of the street on which the dwelling fronts. The remaining yard of each Lot must be seeded or sodded after the driveway is poured.

**3.20 Diligence:** The residence to be constructed on each Lot in the Subdivision shall be completed in a good and workmanlike manner, and shall be completed within nine (9) months after the beginning of the framing for such construction. The exterior of the dwelling and any other structures located on a Lot, and the landscaping of the yards, must be completed within six (6) months after beginning of the framing for such construction. Improvements and other structures shall begin no later than 30 days after the approval of the Architectural Review Committee. Permitted and approved improvements/other structures that are not started within 30 days of approval will be null and void.

**3.21 Variances:** The restrictions set out in this Instrument may be altered, varied or waived on an individual Lot basis upon compliance with the following regulations and procedures, to-wit:

(a) Any Owner of any Lot in said section desirous of securing a waiver or variance a restriction shall request the same in writing and shall deliver said writing to any member of the Architectural Review Committee hereinbefore named;

(b) If the Architectural Review Committee, in the good faith exercise of its sole discretion, approves of said variance, it shall notify the petitioner of the same in writing;

(c) The written approval of any requested alteration or variance by the Architectural Review Committee shall be an absolute waiver of, and shall otherwise void, the specific restriction or restrictions addressed in the written approval relative to the subject Lot;

(d) The waiver of the restrictions contained in this paragraph on any petitioned Lot shall not constitute a waiver of said restriction on any other Lot; and

(e) Unless the written approval as outlined herein is secured, the restrictions contained in this paragraph shall be binding and of full force and effect. Provided, further that if the Architectural Review Committee fails to notify the petitioning landowner of its approval within thirty (30) days of its receipt of the request said request shall be deemed to have been denied.

#### **ARTICLE IV** **MAINTENANCE**

**4.1 Duty of Maintenance:** Owners and occupants (including any Lessees) of any part of the Properties shall jointly and severally have the duty and responsibility, at their sole cost and expense, to maintain each of the portions of the Properties owned or occupied by them, including all buildings, improvements and grounds in connection therewith or appurtenant thereto, in a well maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:

- (a) Prompt removal of all litter, trash, refuse, non-permitted vehicles and wastes;
- (b) Lawn Mowing;
- (c) Tree and shrub pruning;
- (d) Keeping lawn and garden areas alive, free of weeds, and attractive;
- (e) Watering, subject to all federal, state and local regulations and restrictions;
- (f) Keeping parking areas and driveways in good repair;
- (g) Complying with all government health and police requirements;
- (h) Maintaining and repainting of improvements;



- (i) Repair of exterior damages to improvements;
  - (j) Compliance with the street lighting requirements under 3.13 of Article III hereof;
- and
- (k) Mold removal and abatement.

**4.2 Enforcement:** If, in the opinion of the Architectural Review Committee, any Owner (or occupant, including any Lessee) has failed in any of the foregoing duties or responsibilities, then the Committee shall give the Owner written notice via First Class Mail of such failure and such Owner must, within ten (10) days after receiving such notice, perform the maintenance duty or responsibility required. In the event the Owner (or occupant, including any Lessee) disagrees with the notice, they may promptly, within ten (10) days after receiving such notice give the Architectural Review Committee a written request for a hearing concerning the violation; upon the expiration of the ten (10) day period the right to request a hearing on the violation shall be deemed to have been waived. Following a request for a hearing the Architectural Review Committee shall hold the same within a reasonable time and afford the Owner (or occupant, including any Lessee) a reasonable opportunity to present proof as to the absence of a violation. Following such hearing the Architectural Review Committee shall meet and take a vote on the matter and shall thereafter, in a reasonable time, notify the Owner (or occupant, including any Lessee) of its decision. Following the receipt of such notice and/or the written decision of a hearing, if any Owner (or occupant, including any Lessee) fails to fulfill this duty and responsibility within such period, then the Architectural Review Committee, acting through its authorized agent or agents, or the Declarant, Association and/or itself, shall have the right and power (but not the obligation) to enter into the premises and perform such maintenance without any liability for damages for wrongful entry, trespass or otherwise to any Person. All Owners of the Lot or Lots on which such work is performed shall be jointly and severally liable for the cost incurred by the Architectural Review Committee, Declarant or Association in performing such duties and responsibilities regarding such Owner's Lot(s), and shall immediately reimburse the Architectural Review Committee, Declarant or Association for such cost.

If an Owner or occupant fails to reimburse the Architectural Review Committee, Declarant or Association within thirty (30) days after the receipt of a statement for such work from the Architectural Review Committee, Declarant or Association, then the indebtedness shall be a personal obligation of such Owner, and shall constitute a lien under Article V & VI, against the Lot or Lots on which said maintenance was performed. The Owner shall be liable for and pay the actual attorney fees and cost incurred by the Architectural Review Committee, Declarant or Association in any litigation seeking to enforce the Declaration against such Owner. All other provisions of this section shall remain in full force and effect. The remedies provided for in this section shall be in addition to, and not in lieu of, any remedies available in law or equity, including injunctive relief.

**4.3 Enforcement Fines:** In the alternative, if, in the opinion of the Architectural Review Committee, any such Owner (or occupant, including Lessee) has failed in any of the foregoing duties or responsibilities, then the Architectural Review Committee may assess fines for said failure/non-compliance and notify the Owner of any such assessment of fines; said fines are to be

assessed daily, weekly, or monthly, in the Board's discretion and in such amounts that the Board sets from time to time, until the Owner shall remedy the violation and satisfy all fines. Fines are set and voted on by the said Architectural Review Committee Declarant or Association. The notice, deadline, lien and due process provisions of section 4.2 shall be applicable to fines imposed pursuant to this section. The remedies provided for in this section shall be in addition to, and not in lieu of, any remedies available in law or equity, including injunctive relief.

## **ARTICLE V** **ASSESSMENTS**

**5.1 Covenants For Assessments Allocation:** The Owner of each Lot within the Subdivision, for himself, his heirs, executors, legal representatives and assigns by acceptance of a deed to a Lot, shall be deemed to covenant to pay to the Association, Declarant, or Architectural Review Committee, at the address set forth in 5.5 hereof or such other address the Association may designate by written notice to the Owners in the manner, any assessments made under any Property Owners' Association Instrument or provision thereof, including any fines, expenses or costs assessed for Lot maintenance or covenant compliance. Any Common Expenses benefiting less than all of the Lots shall be specially assessed equitably among all of the Lots so benefited, as determined by the Board. Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots shall be specially assessed against the Lot or Lots, the conduct of any occupant, licensee, or invitee of which occasioned any such Common Expenses. Any Common Expenses significantly disproportionately benefiting all of the Lots shall be assessed equitably among all of the Lots in the Development as determined by the Board. Other than for limited Common Areas expressly designated as such in the Instruments and assigned to fewer than all Lots, nothing contained herein shall permit the Association to specially or disproportionately allocate Common Expenses for periodic maintenance, repair, and replacement of any portion of the Common Area or the Lots which the Association has the obligation to maintain, repair, or replace.

**5.2 Purpose of General Assessments:** The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the Lot Owners of the Griffin Crossing Subdivision, and the Common Expenses shall include, but not be limited to, the following:

(a) fees and expenses of managing and administering the Association and Architectural Review Committee, including but not limited to legal and accounting fees;

(b) expenses of maintaining, preserving, operating, repairing or replacing the Common Areas or Common Property;

(c) the costs of all insurance premiums on all policies of insurance obtained by the Board pursuant to the Instruments; and

(d) amounts determined by the Board to be reasonably required as working capital of the Association, for a general operating reserve, for a reserve fund for replacement and for deficiencies arising from unpaid assessments.

**5.3 Assessments Procedure:** For each calendar year commencing March 1, the Association's Board of Directors shall estimate and prepare a budget for the ensuing calendar year for the total of all Common Expenses that may reasonably be expected to be incurred for any and all purposes for which assessments may be made pursuant to the Instruments. Written notice of the Common Expense assessments amounts shall be given to each Owner via First Class Mail, who shall be jointly and severally responsible with each other Owner of a Lot for the payment of the assessed amounts. Any assessment remaining unpaid after the expiration of its specified due date shall be deemed to be delinquent. The annual assessments for Common Expenses shall not exceed the amount of \$150.00 per Lot. The Common Expense assessment for the first year during which dwelling constructed on a Lot is occupied as a residence shall include a capital assessment and shall be \$300.00, which shall be payable on the closing of the purchase of the Lot with dwelling, or if the Lot purchased prior to the construction of the dwelling within ten (10) days following the date of issuance of the certificate of occupancy for such dwelling by the applicable governmental authority.

**5.3.1 Owners' Right to Dispute Assessment:** The Owners of a majority of the Developed Lots within the Properties (ownership being determined as of the first calendar day of the calendar year for which such assessment is made, each such Owner being hereafter referred to as a "Record Owner") may, at any time within thirty (30) days of the date the notice of assessment is given by the Association or Architectural Control Committee, notify the Committee that they dispute the amount of such assessment. Upon receipt of such notice of the Owners' dispute as to the amount of the assessment, the Committee shall call a meeting of all the Owners mailing written notice to each Record Owner by United States First Class Mail, addressed to each Record Owner at the mailing address of such Owner's residence if maintained within the Properties, or if no residence is then maintained by the Owner within the Properties, at the mailing address of such Owner according to the record of the Tax Commissioner of the County in which the Properties are located. Notice of such called meeting shall be given to each Record Owner at least ten (10) days prior to such meeting, and such meeting shall be held not later than thirty (30) days following the date of mailing of such notice. At the meeting, the Association or Architectural Control Committee or its representative shall present to the Owners present the bases on which the proposed, disputed assessment was made, and the Record Owners present such meeting shall vote to approve or disapprove of the assessment. A majority vote of the Record Owners present and voting shall be sufficient to approve the proposed assessment, but the vote of at least 75% of the Record Owners present and voting shall be required to disapprove thereof. If the assessment is approved, then it shall be binding and enforceable against each Owner. If the assessment is disapproved, the parties shall resolve the issues in the manner set forth in the following paragraph.

**5.3.2. Dispute Resolution:** If the assessment proposed by the Association or Architectural Control Committee is disapproved, the Lot Assessment Amount for the ensuing calendar year shall be determined by the following process: The Association or Architectural Control Committee and the Record Owners (by majority vote of the Record Owners present and voting) shall each select a representative, and the two (2) representatives so chosen shall then select a third representative. The three (3) representatives so chosen (hereinafter referred to as the "Arbitration Committee") shall then agree upon a reasonable process for determining the amount of the assessment for the ensuing calendar year, and shall employ such process to

prepare a budget for the ensuing calendar year for the total of all expenses which may reasonably be expected to be incurred for any and all purposes for which assessments may be made pursuant to this Article. The total amount required to meet such budget, plus any costs and expenses reasonably incurred by the Arbitration Committee in arriving at such budget (including the reasonable fees of accountants, consultants and other professionals consulted by the Arbitration Committee) shall be divided by the number of Developed Lots (see § 1.1h above), and the quotient so determined shall be the Lot Assessment Amount for the ensuing calendar year. The amount determined by the Arbitration Committee shall be binding upon the Association, Architectural Control Committee, the Owners, the Declarant, and their respective successors and assigns.

**5.4 Due Date of Assessments:** The Common Expense assessment amount for each Lot shall be payable on or before March 31<sup>st</sup> of each calendar year for which it is assessed. All other assessments shall be paid by the date specified in the written notice of assessment provided to the Owner. Any assessment, or portion thereof, not paid when due shall be delinquent. If the same is not paid within five (5) days after due date, a late charge of \$25.00 shall also become due and payable to the Association. Any assessment or portion thereof not paid when due shall bear interest from the date of delinquency until paid at a rate of ten (10%) percent per annum.

**5.5 Address of the Association:** The physical address shall be the addresses of the President of the Association or such other address as the Association, through its Board, may designate.

**5.6 Creation of the Lien and Owner's Personal Obligation for Assessments:** All sums lawfully assessed by the Association against any Lot Owner or Property Owners' Association Lot, whether for the share of the Common Expenses pertaining to that Lot, fines, or otherwise, and all reasonable charges made to any Lot Owner or Lot for materials furnished or services rendered by the Association at the Owner's request to or on behalf of the Lot Owner or Lot, shall, from the time the sums became due and payable, be the personal obligation of the Lot Owner and constitute a lien in favor of the Association on the Lot prior and superior to all other liens whatsoever except:

(1) Liens for ad valorem taxes on the Lot;

(2) The lien of any first priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of the Declaration; or

(3) The lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot.

The personal obligation of the Lot Owner and the lien for assessments shall also include:

(1) A late or delinquency charge of \$25.00 for each assessment or installment thereof not paid when due;



(2) At a rate not in excess of 10 percent (10%) per annum, interest on each assessment or installment thereof and any delinquency or late charge pertaining thereto from the date the same became delinquent; and

(3) The costs of collection, including court costs, the expenses required for the protection and preservation of the Lot, and reasonable attorney's fees actually incurred.

The lien provided for herein shall be perfected by filing of record in the office of the Clerk of Superior Court of Bibb County Georgia a claim of lien at any time after any assessment, fines or any portion thereof, becomes delinquent. The claim of lien shall be substantially in the same manner and form as is applicable to claims of lien for labor, materials or services provided in the improvement of real property under Title 44 of the Official Code of Georgia. Such a claim of lien shall also secure all assessments and/or fines, or portions thereof, which come due thereafter until the claim of lien is cancelled of record.

The grantee in a conveyance of a Lot shall be jointly and severally liable with the grantor thereof for all unpaid assessments against the latter up to the time of the conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. In the event that the holder of a first priority mortgage or secondary purchase money mortgage of record, provided that neither the grantee nor any successor grantee on the secondary purchase money mortgage is the seller of the Lot, or in the event that any other Person acquires title to any Lot as a result of foreclosure of any such mortgage, such holder or other Person and his or her successors, successors-in-title, and assigns shall not be liable for nor shall the Lot be subject to any lien for assessments under any Instrument chargeable to the Lot on account of any period prior to the acquisition of title; provided, however, that the unpaid share of an assessment or assessments shall be deemed to be a Common Expense collectable from all of the Lot Owners, including such holder or other Person and his or her successors, successors-in-title, and assigns.

Not less than 30 days after notice is sent by certified mail or statutory overnight delivery, return receipt requested, to the Lot Owner both at the address of the Lot and at any other address or addresses which the Lot Owner may have designated to the Association in writing, the lien may be foreclosed by the Association by an action, judgment, and court order for foreclosure in the same manner as other liens for the improvement of real property, subject to superior liens or encumbrances, but any such court order for judicial foreclosure shall not affect the rights of holders of superior liens or encumbrances to exercise any rights or powers afforded to them under their security instruments. The notice provided for in this subsection shall specify the amount of the assessments then due and payable together with authorized late charges and the rate of interest accruing thereon. No foreclosure action against a lien arising out of this subsection shall be permitted unless the amount of the lien is at least \$2,000.00. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, encumber, and convey the same. The lien for assessments shall lapse and be of no further effect, as to assessments or installments thereof, together with late charges and interest applicable thereto, four years after the assessment or installment first became due and payable.

**5.7 Remedies for Nonpayment of Assessments and/or Fines:** The Association may suspend any voting rights of the Owner during the period in which any assessments, fines or

charges payable by such Owner, or any portion thereof, remains unpaid. The Association may bring an action at law against the Owner personally obligated to pay the same and, at its option, foreclose the lien against such Owner's Lot. All payments shall be applied first to late charges, then interest, then costs and attorney's fees, and then to principal. Each Owner, by his or her acceptance of a deed or other conveyance to a Lot, vests in the Declarant, the Association and Architectural Review Committee the right and power to bring all actions in law or equity against him personally for the collection of all assessments and charges due as a debt and to foreclose the aforesaid lien against his Lot as provided for herein.

**5.8 Exemptions:** No Owner other than the Association shall be exempted from any liability for any assessment under any Instrument for any reason whatsoever, including, without limitation, abandonment, nonuse, or waiver of the use or enjoyment of his or her Lot or any part of the Common Area except to the extent that any Lot, upon written request by the Owner of the Lot, expressly may be made exempt from assessments and thus denied voting rights of the Lot under the Instrument until a certificate of occupancy is issued by the governing authority for a dwelling on such Lot. The assessments provided for herein shall not be applicable to any sale of a Lot, tract or parcel of the Subdivision made by a mortgagee who has financed the acquisition of, or improvements to, the subject Lot(s) whether such sale is made by the mortgagee in exercise of its rights under the foreclosure provisions of its security deed or is made by the mortgagee who has acquired the property as a result of such exercise of its foreclosure rights in order to dispose of the property subsequent to foreclosure.

## ARTICLE VI MISCELLANEOUS PROVISIONS

**6.1 Duration; Automatic Renewal:** This Declaration and the covenants, restrictions and provisions set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Committee and every Owner of any part of the Properties, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded, and continuing through and including the twenty (20) year anniversary of such recording date, after which time said covenants shall be automatically extended for successive periods of five (5) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by a majority of the Owners of the total number of Lots then subject to this Declaration voting in Person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all such Owners at least thirty (30) days in advance and shall set forth the purpose of such meeting; PROVIDED, HOWEVER, that no such change be effective until one (1) year following the vote referred to above, nor shall any such change be effective prior to the recording of a certified copy of such resolution on the Deed Records of Bibb County, Georgia.

**6.2 Amendments:** This Declaration may be amended during the first twenty (20) year period by an Instrument adopting such amendment signed by the record title Owners of at least ninety percent (90%) of all of the Lots comprising the Properties, and thereafter by an Instrument signed by the record title Owners of at least seventy-five percent (75%) of all of the Lots comprising the Properties. The approval and assent by any record title Owner on any proposed amendment shall be deemed implied and consented to if the record title Owner fails to submit a

response to any written proposal for an amendment within thirty (30) days after the record title Owner receives notice of the proposed amendment sent by certified mail or statutory overnight delivery, return receipt requested. All other provisions of this section shall remain full force and effect.

**6.3 Notice:** "Notice" for the purpose of this Declaration shall be deemed, unless specified otherwise herein, to have been given when deposited with the United States Postal for mailing by First Class Mail, with adequate postage thereon to assure delivery, addressed to the Owner entitled to receive such notice, at such Owner's mailing address as reflected on the most recent tax digest published by Bibb County in which the Properties are located, unless such Owner has given written notice to the Association of a different address, in which event such notice shall be sent to the Owner at the address so designated. The receipt of the Postal Service for such mailing will be deemed sufficient proof of mailing, and such Notice shall be deemed to have been delivered on the third (3<sup>rd</sup>) business day following its mailing.

**6.4 Enforcement:** The Declarant and/or the Architectural Control Committee shall have the right (but not the duty) to enforce any of the covenants and restrictions set out in any Declaration hereafter filed by Declarant or any amendment by the Association. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any Persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land, to enforce any lien created by this Declaration and any Instrument. The failure by the Declarant, Association or the Architectural Control Committee, or any Owner, to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so subsequently.

**6.5 Severability of Provisions:** If any paragraph, section, sentence, clause or phrase of the Declaration shall be or become illegal, null, or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses, or phrases would have been and imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

**6.6 Titles:** The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not be used in construing this Declaration or any part thereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has set its hand and affixed seal to these presents as of the day and year first written above.

**THE GRIFFIN CROSSING HOMEOWNERS ASSOCIATION, INC.:**

By:   
Troy Davis, President

By:   
Linda Brooks, Secretary

Sworn and subscribed this 28 day of FEBRUARY, 2014, in the presence of:

 (KEN SMITH)  
Unofficial Witness

  
Notary Public





**RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR GRIFFIN CROSSING HOMEOWNERS ASSOCIATION, INC.**

**EXHIBIT "A"**

PHASE ONE

All those tracts or parcels of land situate, lying and being in Land Lots 250 and 257 of the 4<sup>th</sup> Land District of Bibb County, Georgia, known and designated as Lots 1 through 66 (both inclusive), of the Subdivision known as Griffin Crossing, Phase One, according to that certain map or plat of survey of said Subdivision prepared by Halligan and Associates, Surveyors, dated July 27, 2004, certified by Prince S. Halligan, Jr., Georgia Registered Land Surveyor No 2516, a copy of which filed of record in Plat Book 91, Pages 415-416, Clerk's Office, Bibb Superior Court. Said plat and the recorded copy thereof are by this reference thereto incorporated herein and made a part hereof for all purposes.

PHASE TWO

All those tracts or parcels of land situate, lying and being in Land Lot 250 of the 4<sup>th</sup> Land District of Bibb County, Georgia, known and designated as Lots 67 through 112 (both inclusive), of the Subdivision known as Griffin Crossing, Phase Two, according to that certain map or plat of survey of said Subdivision prepared by Halligan and Associates, Surveyors, dated October 11, 2006, certified by Prince S. Halligan, Jr., Georgia Registered Land Surveyor No 2516, a copy of which filed of record in Plat Book 92, Pages 266-269, Clerk's Office, Bibb Superior Court. Said plat and the recorded copy thereof are by this reference thereto incorporated herein and made a part hereof for all purposes.