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THIS SPACE FOR RECORDER'S USE ONLY

AFTER RECORDING

PLEASE RETURN TO:

St. Johns Crossing Board of Directors  
P.O. Box 1658  
Fairburn, GA 30213

Cross References:

Deed Book 33525, Page 266  
Deed Book 33925, Page 579  
Deed Book 34768, Page 312  
Deed Book 66719, Page 691  
Plat Book 232, Page 21-25  
Plat Book 239, Page 19-23  
Fulton County, GA Records

**AMENDMENT TO THE RENEWED AND EXTENDED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR ST. JOHNS CROSSING**

This Amendment to the Renewed Declaration of Covenants Conditions and Restrictions for St. Johns Crossing (hereinafter referred to as the "**Amendment**") is made as of the date set forth below.

WITNESSETH:

WHEREAS, **SIGNATURE COMMUNITIES AT ST. JOHNS CROSSING, LLC**, a Georgia limited liability company (the "**Declarant**"), recorded that certain Corrected Declaration of Covenants, Conditions and Restrictions for St. Johns Crossing dated April 17, 2003 and recorded April 25, 2003, in Deed Book **34768**, Page **312** with the Fulton County, Georgia, Clerk of Superior Court (the "**Original Declaration**");

WHEREAS, **ST. JOHNS CROSSING HOMEOWNER'S ASSOCIATION, INC.**, a Georgia nonprofit corporation (the "**Association**"), recorded that certain Renewed and Extended Declaration of Covenants, Conditions and Restrictions for St. Johns Crossing dated April 13, 2023 and recorded April 17, 2023, in Deed Book **66719**, Page **691** with the Fulton County, Georgia, Clerk of Superior Court (the "**Renewal Declaration**," and together with the Original Declaration, collectively, the "**Declaration**");

WHEREAS, pursuant to Article VII, Section 3 of the Original Declaration, the Renewal Declaration renewed and extended all of the provisions of the Original Declaration (except for Article VII, Section 3 of the Original Declaration), subject to O.C.G.A. § 44-5-60 (d);

WHEREAS, the Association and the Owners now wish to amend the Declaration in line with the terms contained in this Amendment and the Declaration;

WHEREAS, Article VII, Section 3 of the Declaration provides that the Declaration may be amended by the affirmative vote or written consent, or any combination of affirmative vote and written consent, of Owners holding at least two-thirds (2/3) percent of the total Lots (i.e., at least 58 Owners out of 87 Owners total); and

WHEREAS, this Amendment was approved by at least two-thirds (2/3) percent of the total Owners, as evidenced by consent form which are on file with the Secretary of the Association and are incorporated into this Amendment by this reference.

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

1.

Article VI, Section 5 is hereby deleted in its entirety and substituted in lieu thereof is the following:

Section 5. No animals, livestock, insects or poultry shall be kept or maintained on any Lot except the usual household pets may be kept on any Lot for purposes other than breeding or commercial purposes. All household pets shall be maintained in such a manner that their behavior, including but not limited to noise or order, are not offensive to reasonable standard, including, but not limited to the specific requirement that all household pets shall, at all times, be on a leash or contained in a fenced rear yard. No household pet which has caused any damage or injury to any individual or property shall be walked in the community, whether on a leash or otherwise. Each household pets' Owner shall be responsible for cleaning and picking up after their pet's waste. Household pets which endanger health, make objectionable noise, or constitute a nuisance or inconvenience to community residents must be removed from an Owner's Lot and the entire community by the Owner at the written request of the Association's board.

2.

Article VI, Section 6 is hereby deleted in its entirety and substituted in lieu thereof is the following:

Section 6. No sign or other advertising device of any nature shall be placed upon any Lot except as provided herein: (1) a standard "For Sale" or "For Lease" sign placed upon any Lot which is in fact for sale or for rent; (2) a standard "Garage Sale" or "Yard Sale" sign; (3) standard holiday decorations, for which, decorations are a normal activity associated with such holiday. All signs and decorations shall not remain on any Lot, and shall be taken down by their Owner, within five (5) business days following the event or holiday for which the sign or decoration was placed upon the Lot.



3.

Article VI, Section 6 is hereby deleted in its entirety and substituted in lieu thereof is the following:

Section 7. No temporary house, pod, trailer, garage, shed, shack or tent shall be erected on any Lot. Pods are allowed for thirty (30) days only unless construction of residence. No Lot, including but not limited to the private residence situated on such Lot, shall be used for school, kindergartens, or commercial businesses of any nature. The pursuit of non-commercial hobbies or other activities, including, without limitation, 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 in any part of the community – except individual garages. All Lots shall be used for single family resident purposes only and no such Lot shall be sub-divided.

4.

Article VI, Section 10 is hereby deleted in its entirety and substituted in lieu thereof is the following:

Section 10. Commercial vehicles, of all types and kinds, are prohibited from being parked within the Subdivision for a period of time exceeding six (6) hours except during the construction period of a residential dwelling, remodeling, or routine deliveries. This specifically includes but is not limited to all types of commercial vans, trucks, pick-up trucks and automobiles bearing commercial insignias. Any and all vehicles (including any two-wheeled vehicles) must be parked on their applicable Owner's driveway or in their Owner's garage. No vehicles shall be parked on any portion of the Common Area, including but not limited to, the community streets for a period of time exceeding three (3) hours. Any such vehicles in violation of this Section shall be promptly removed by the Owner. The Association shall have the right to remove any such vehicle if not removed by the Owner within five (5) days after notice to the applicable Owner is dispatched by the Association, and the costs of such removal shall be an assessment against such Owner.

5.

Article VI, Section 19 is hereby deleted in its entirety and substituted in lieu thereof is the following:

Section 19. It shall be the responsibility of each Owner and the occupants of any Lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt conditions on his or her Lot. No Lot within the community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept on any Lot that emits foul or obnoxious odors or that will cause any noise or other condition that will or might

disturb the peace, quiet, safety, comfort, or serenity of the occupants of the community. No noxious, offensive, or noisy activities (that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the community) shall be carried on within the community or any portion of the Common Area, including but not limited to, the community streets.

6.

Article VI, Section 22 is hereby deleted in its entirety and substituted in lieu thereof is the following:

Section 22. Each Owner shall maintain the landscaping, lawn, and structures on their Lot. No Lot shall be overgrown, unkempt, unclean, or unhealthy. Each Lot Owner shall maintain their Lot in line with the nature and character of the community. Each Owner shall be responsible for and shall undertake preventative maintenance of their Lot, including but not limited to, mowing the Lot at reasonable intervals, including undertaking weed control on their Lot at reasonable intervals, pressure washing the structures and concrete pads on their Lot at reasonable intervals, and replacing broken items to include blinds and outside shutters on their Lot and on their Lot's structure.

7.

Article VI, Section 23 is hereby incorporated into the Declaration and states as follows:

Section 23. The use of firearms in the Community is prohibited. The term "firearms" includes rifles, pistols, "BB" guns, pellet guns, and small firearms of all types.

8.

Article VI, Section 24 is hereby incorporated into the Declaration and states as follows:

Section 24. All mailboxes located on Lots shall be of a similar style approved by the Association's board. Replacement mailboxes may be installed after the type (design and make) has been approved by the Association's board.

9.

Article VI, Section 25 is hereby incorporated into the Declaration and states as follows:

Section 25. Any changes to the exterior of any structure located on a Lot must be approved by the Association's board. The foregoing includes, without limitation, paint colors and paint textures, siding, brick, stone, stucco or other siding or decoration.



10.

Article VII, Section 3 is hereby incorporated into the Declaration and states as follows:

Section 3. Amendment. This Declaration may be amended by the affirmative vote or written consent, or any combination of affirmative vote and written consent, of Owners holding at least two-thirds (2/3) percent of the total Lots. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified in the amendment.

11.

Article VII, Section 5 is hereby incorporated into the Declaration and states as follows:

Section 5. Changes in Ownership of Lot. Any owner desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least ten (10) business days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, special assessment obligations, and all other obligations imposed on the Lot via the Declaration, until the date upon which the Board receives such notice, notwithstanding the transfer of title.

12.

Article VII, Section 6 is hereby incorporated into the Declaration and states as follows:

Section 6. Initiation Fee. The Executive Committee shall have the authority, on behalf of the Association, to establish and collect an initiation fee (the "**Initiation Fee**"). The Initiation Fee shall be paid by the purchaser of any Lot subject to the Declaration at the time of closing on said Lot. An Owner shall notify the Association's Secretary of a pending title transfer at least ten (10) business days' prior to the transfer. Such notice shall include the name of the purchaser, the date of title transfer, and other information the Board may require. The Association shall deposit the Initiation Fee into an operating account and to be used for such purposes as the Executive Committee deems beneficial to the community and Common Area. By way of example and not limitation, such initiation fees could be used for general operating purposes. Notwithstanding anything contained herein to the contrary, no Initiation Fee will be charged to (i) the Owner's estate, surviving spouse, or child upon the death of the Owner, or (ii) an institutional lender pursuant to a Security Deed or upon foreclosure of a Security Deed.

13.

Article VII, Section 7 is hereby incorporated into the Declaration and states as follows:

Section 7. Leasing & Rental Notice. Lots may be leased for residential purposes. All leases shall have a minimum term of at least six (6) months. All leases shall require, without limitation, that the tenant and occupants acknowledge the receipt of and the tenant's compliance with the rules and regulations of the Association and community (including, the Declaration, by-laws, use restrictions, and all applicable communications from the Association's board). The lease shall obligate the tenant and occupants to comply with the foregoing rules and regulations. The lease shall provide that in the event of noncompliance with the aforementioned community rules and regulations, the Association's board (in addition to any other remedies available to it at law or otherwise) may require the Owner of the Lot to evict the tenant. The Association specifically reserves the right to assess all costs associated with the tenant's or occupant's noncompliance with the applicable rules and regulations against the Owner and Owner's Lot. Any Owner desiring to lease his or her Lot shall give the Association's board at least five (5) business days' prior written notice of the name and address of the lessee / tenant, all proposed occupants of the Lot, and a copy of the proposed lease. Any Owner who currently leases his or her Lot shall give the Association's board written notice of the name and address of the lessee / tenant, all current occupants of the Lot, and a copy of the lease. Any Owner who leases his or her Lot shall give the Association's board written notice upon the termination of any lease.

14.

Article VII, Section 8 is hereby incorporated into the Declaration and states as follows:

Section 8. Mediation. The Association and its officers, directors, Executive Committee, and all persons subject to this Declaration (collectively, ("**Bound Parties**")), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes within the St. Johns Crossing community without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim (defined below) unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Article VII, Section 8 in a good faith effort to resolve such Claim. As used in this Section, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to:

- (i) the interpretation, application, or enforcement of the Declaration or By-Laws; and
- (ii) the rights, obligations, and duties of any Bound Party under the Declaration or By-Laws.



The following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Article VII, Section 8:

- (i) Any suit by the Association to collect assessments or other amounts due from Owner;
- (ii) Any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration (relating to creation and maintenance of community standards);
- (iii) Any suit that does not include the Association as a party, if such suit asserts a Claim would constitute a cause of action independent of the Declaration or By-Laws;
- (iv) Any suit which affects the material rights or obligations of a party who is not a Bound Party and who has not agreed to submit to the Article VII, Section 8 procedures; and
- (v) Any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Article VII, Section 8, unless the party or parties against whom the Claim is made agree to toll the statute of limitations for such period as may reasonably be necessary to comply with this Section.

15.

Article VII, Section 9 is hereby incorporated into the Declaration and states as follows:

Section 9. Dispute Resolution Procedures. The Bound Party asserting a Claim ("**Claimant**") against another Bound Party ("**Respondent**") shall give written notice ("**Notice**") to each Respondent stating plainly and concisely:

- (i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim;
- (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (iii) the Claimant's proposed resolution or remedy; and
- (iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. The

Executive Committee may appoint a representative to assist the parties in negotiating a resolution of the Claim if a Claimant requests the Executive Committee to do so in writing and includes a copy of the Notice.

If the parties have not resolved the Claim through negotiation within 30 days of the date of the Notice described above (or within such other period as the parties may agree upon), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity the Executive Committee designates (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Fulton County, Georgia area.

- (i) If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) in relation to such Claim.
- (ii) If the Bound Parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date the mediation was terminated. The Claimant shall thereafter be entitled to file suit or initiate administrative proceedings on the Claim, as appropriate.
- (iii) Each Bound Party shall bear its own costs of the mediation, including attorneys' fees, and each Bound Party shall share equally all fees charged by the mediator.

Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the Bound Parties. If any Bound Party thereafter fails to abide by the terms of such agreement, then any other Bound Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or reward, including, without limitation, attorneys' fees and court costs.



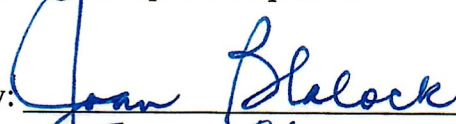
IN WITNESS WHEREOF, the undersigned officers of St. Johns Crossing Homeowner's Association, Inc., hereby certify that this Amendment was duly adopted by affirmative vote or written consent of the Owners holding at least two-third (2/3) of the total Lots and all notices required were properly given.

**Association:**

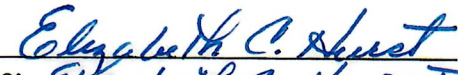
**ST. JOHNS CROSSING HOMEOWNER'S ASSOCIATION, INC.,**  
a Georgia nonprofit corporation

Signed, sealed and delivered  
This 20 day of December, 2023  
In the presence of:

  
\_\_\_\_\_  
UNOFFICIAL WITNESS

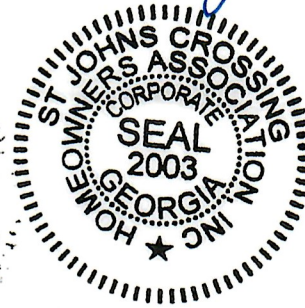
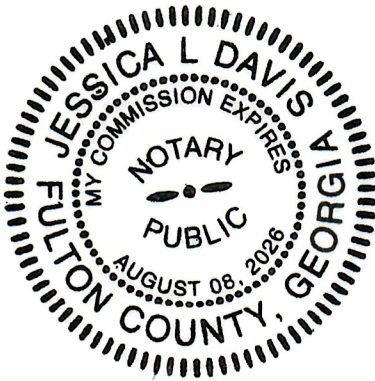
By:   
Name: Joan Blalock  
Title: President

  
\_\_\_\_\_  
NOTARY PUBLIC

By:   
Name: Elizabeth C. Hurst  
Title: Secretary

My Commission Expires: 8/8/26

County of: Fulton



Deed Book 67448 Pg 360  
**CHE ALEXANDER**  
Clerk of Superior Court  
Fulton County, Georgia