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*Beth C. Shorne*  
CLERK OF SUPERIOR COURT

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**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
CREEKSIDE WEST PHASE 2**

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This Supplemental Declaration of Covenants, Conditions, and Restrictions for Creekside West Phase 2, is made this 17<sup>th</sup> day of March 2015, by Doubletree Communities, LLC, a Georgia corporation (hereinafter referred to as "Declarant");

**WITNESSETH:**

Declarant is the owner of Creekside West, a subdivision in Lowndes County, Georgia, which has a "Master Declaration of Covenants, Conditions and Restrictions for Creekside West, Lowndes County, Georgia" dated July 19, 2007 and recorded on July 20, 2007 in Deed Book 3857, Pages 132-176, in the Office of the Clerk of the Superior Court of Lowndes County, Georgia, made a part hereof by reference thereto.

Declarant has filed a "Supplemental Declaration of Covenants, Conditions and Restrictions for Phase 1, Creekside West, Lowndes County, Georgia" dated July 19, 2007 and recorded July 20, 2007 in Deed Book 3857, Pages 177-184, in the Office of the Clerk of the Superior Court of Lowndes County, Georgia deed records.

By recordation of this Supplemental Declaration of Creekside West Phase 2 Declarant intends and desires to submit the property in "Creekside West Phase 2" which is "Tract 1 - 11.967 Acres" and "Tract 2 - 3.348 Acres" as shown on that certain map or survey designated "Creekside West Phase 2" dated February 19, 2015 and prepared by Guess & Lovell Surveying/Mapping, LLC and recorded in Plat Cabinet B, Page 1159, in the Office of the Clerk of the Superior Court of Lowndes County, Georgia deed records to the terms of this Supplemental Declaration as a phase of the development known as "Creekside West".

In accordance with the terms of the Master Declaration, Declarant has the right and power to annex all the property described herein on the aforesaid plat to such Master Declaration. As provided in the Master Declaration, such annexation of property may specify such use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property as Declarant may, in its own discretion, determine.

NOW, THEREFORE, Declarant hereby declares that all the property described in the aforesaid plat which property has either already been subjected to the Master Declaration or is part of the "Additional Property", as described in Article I, Section 1 and Article VI of the Master

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Declaration, is hereby subjected to all the terms, provisions, covenants, restrictions, easements, and conditions of the Master Declaration and furthermore, is hereby subjected to this Supplemental Declaration and, as such, this Supplemental Declaration is an Amendment to the Master Declaration, adopted by the Declarant without a membership vote for the purpose of annexing property to the community known as Creekside West, all as provided for under the terms of the aforesaid Master Declaration. The following easements, restrictions, covenants, and conditions (and those as contained in the Master Declaration) shall run with the real property submitted to this Supplemental Declaration and shall be binding on all parties having any right, title or interest in the described property or any parts thereof, their heirs, successors, successors in title and assigns and shall inure to the benefit of each owner thereof and of each owner within the Creekside West Community. The terms hereof shall be supplemental to the terms of the aforesaid "Master Declaration"; in the event of any inconsistency, the terms of the Master Declaration shall control.

## ARTICLE I

### DEFINITIONS

**Section 1. "Master Declaration"** shall mean the Declaration of Covenants, Conditions, and Restrictions for Creekside West as recorded in the Office of the Clerk of the Superior Court of Lowndes County, Georgia, in Deed Book 3857, Pages 132-176, on the 20<sup>th</sup> day of July 2007.

**Section 2. "Supplemental Declaration for Phase 1"** shall mean Supplemental Declaration of Covenants, Conditions and Restrictions for Phase 1, Creekside West, Lowndes County, Georgia, as recorded in the Office of the Clerk of the Superior Court of Lowndes County, Georgia in Deed Book 3857, Pages 177-184, on the 20<sup>th</sup> day of July 2007.

**Section 3. "Subdivision Plat"** shall mean and refer to the map or plat of Creekside West Phase 1, recorded in Plat Cabinet A, Pages 3733-3735, of the Plat Records of Lowndes County, Georgia.

**Section 4. "Lake Front Lot"** shall mean a Lot which abuts any lake as might exist within the Properties.

Other than as referred to above, the words in this Supplemental Declaration shall have the same meaning as set forth in the Master Declaration.

## ARTICLE II

### USE RESTRICTIONS

**Section 1. Land Use and Building Type.** It is anticipated there will be twelve (12) lots developed in "Creekside West Phase 2" by Declarant and/or DTRF, LLC, with land use and building type as follows:

(a) **Residential Lots.** No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family Residential Unit and a detached or an attached garage or

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carport suitable in size for not less than two (2) nor more than four (4) cars. Such garage or carport shall be constructed at the same time that the Residential Unit is constructed, and occupancy of the Residential Unit shall not be authorized until the garage or carport is complete. All garages shall have doors and open carports are not allowed. Homes constructed on lots designated as 304, 305, 306 and 307 must have side entry garages. A Residential Unit for purposes of this Declaration shall include by way of example and not limitation a garden home or villa. The Residential Unit shall not exceed a height of thirty-five (35) feet. A detached garage or carport shall not exceed two (2) stories in height. The garage or carport must be connected to the street by a driveway of concrete, asphalt or such other material as approved by the New Construction Review Board or Modification Committee.

**(b) Residential Nature of Improvements.** No Lot may be used for duplex houses, garage apartments, apartment houses, other business, commercial or manufacturing purposes, except that a single-family Residential Unit, in accordance with the terms hereof, may be constructed on any Lot for the purpose of renting the same for residential occupancy only. No building of any kind or character previously constructed can be moved onto any Lot within this Phase without the written permission of the New Construction Review Board or the Modifications Committee, as further specified in the Master Declaration.

**Section 2. Architectural Control.** No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved in accordance with the Master Declaration. Accessory Buildings must be constructed with the same materials used in the residential dwelling.

**Section 3. Residential Unit Size.** Each Residential Unit that shall be constructed on Lots designated 301, 302, 303, 331, 332 and 333 within this Phase shall have at least two thousand (2000) square feet of heated area, exclusive of open porches, garages and/or carports. Lots designated 304, 329 and 330 shall have at least twenty-one hundred (2100) square feet of heated area, exclusive of open porches, garages and/or carports. Lots designated 305, 306 and 307 shall have at least twenty-two hundred (2200) square feet of heated area, exclusive of open porches, garages and/or carports. The New Construction Review Board is expressly authorized to limit the size of a Residential Unit as may be constructed on a Lot.

### **Section 4. Type of Construction, Materials, and Landscape**

**(a)** A Residential Unit or other structure or improvement on any Lot shall not have any exposed surfaces, unless approved in writing by the New Construction Review Board or Modifications Committee. The exterior surface of a Residential Unit or any other structure or improvement shall be wood, rock, stucco, brick, or such other exterior material as may be approved by the New Construction Review Board or the Modifications Committee.

**(b)** No external roofing material, other than wood shingles or asphalt shingles which are no lighter than three hundred forty (340) pounds per square, commonly known as Architectural shingles, and which are applied in accordance with the manufacturer's specifications or such other material as may be approved by the New Construction Review Board or the Modifications Committee shall be used on any building in any part of this Phase without the written approval of the New Construction Review Board or Modifications Committee.

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(c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or structure in any part of this Phase.

(d) Before construction of any Residential Unit on any Lot begins and as a part of the approved plan regarding such Residential Unit, the New Construction Review Board shall be provided a general landscape design which shall be reviewed and approved by the New Construction Review Board before commencement of the installation of landscape in respect to such Residential Unit. The landscaping as shown on such general landscape design plan shall be installed and in place as part of the construction of the Residential Unit. No trees with a greater diameter than four (4) inches shall be removed unless such trees are within the area which will contain the Residential Unit and unless such removal is approved by the New Construction Review Board or Modifications Committee. Approval by the Modifications Committee for the pruning of limbs greater than four inches in diameter is required if the limbs canopy any adjacent lot.

**Section 5. Building Location.** No building or structure shall lie located on any Lot nearer to the front Lot line than a thirty (30) feet minimum building setback line on Lots designated 301, 302, 303, 331, 332 and 333. No residential unit may be located closer than forty (40) feet to the front property line on said Lots designated 304, 305, 306 and 307. No building or structure shall be located on any Lot nearer to the side street Lot line than a thirty (30) feet minimum building setback line nor nearer than ten (10) feet from a side Lot line. No residential unit may be closer than thirty (30) feet from the rear property line on Lots designated 301, 302, 303, 304 and 305. Such building setback line as referred to above may be shown on the recorded plat applicable to this Phase and to the extent provided for on the recorded plat applicable to this phase. Such building setback line may be modified as specified therein. No residential units or garage or other permitted accessory buildings may be placed closer than forty (40) feet from the high water level of the lake on Lots designated 306 and 307 and forty (40) feet from the high water level of the lake on Lots designated 329, 330, 331, 332 and 333 and no building (residential, accessory or garage) may be placed closer than thirty (30) feet from any preservation area. For the purpose of these restrictions, eaves, steps, and open porches shall not be considered as part of the building, structure or Residential Unit; provided, however, this shall not be construed to permit any portion of a building, structure, or Residential Unit on any Lot to encroach upon another Lot or upon a utility easement dedicated by the Subdivision Plat or other recorded document. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimensions abutting a street.

The Owners shall ascertain the location of utility service lines and keep the area over the route, if underground, of said service drops free of excavations and clear of structures, trees and other obstructions; it being understood that the lighting and power company may install, maintain, repair, replace and remove said underground service drops, if any, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

On Lots designated 301, 302, 303, 304, 305 and 306 the fence that is provided by the developer becomes a part of the Lot and is the responsibility of the Property Owner of that particular Lot to repair, maintain and if necessary, to replace said fence.

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Declarant hereby reserves upon, across, and over each Lot an easement and license along the perimeter boundaries of each Lot, to the width of five (5) feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repair, and the continuous placement of any and all utility systems components as may, in Declarant's discretion, be installed. This reserved easement and license is expressly reserved on behalf of and for the benefit of Declarant and any public utility company. This reserved easement and license includes the express right of Declarant and such public utility company to clear, grade, and remove such obstructions, including, but not limited to, trees, bush, and other landscaping, as Declarant or the public utility company may deem necessary in order to effectuate the construction, installation, maintenance, repair, and continuous placement of any utility systems components and such shall not be deemed to be a trespass in any respect to the rights of the Owner of the Lot; together with the right of Declarant and the public utility company, the express right to remove, at the discretion of Declarant or the public utility company, obstructions as might exist within the area designated above, is reserved. Each Owner, by this reserved easement and license and the rights hereunder created, acknowledges that such easement and license and rights derived thereby are being reserved for the express benefit of each other Lot in the community. Neither Declarant nor any public utility company acting under the easement and license, or rights referred to herein, shall be liable for any damages done by them or their assigns, agents, employees, or servants to any fences, shrubbery, trees, flowers, or any other property of the Lot Owner situated on the property by this easement and license.

**Section 6. Walls, Fences, and Hedges.** No walls or fences shall be erected or maintained nearer to the front of any Lot than fifteen (15) feet from the front of the residential unit as it is positioned on the Lot or as approved by the New Construction Review Board. All walls and fences on any Lot must be no higher than as might be approved by Declarant and/or the New Construction Review Board and must be of wood, rock, brick, PVC, aluminum or other construction material that may be approved by Declarant and/or the New Construction Review Board. No fence may be installed which will impede the natural flow of water across the lot.

All fences must be approved by the New Construction Review Board or Modifications Committee, as further specified in the Master Declaration.

Ownership of any wall, fence, or hedge erected as a protective screening on a Lot shall pass with title to the Lot, and it shall be the Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments by the Association shall, likewise, be secured by a lien for the benefit of the Association in the same matter as General Assessments paid the Association under the Master Declaration.

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**Section 7. Lot Maintenance.** The Owners or occupants of all Lots shall at all times maintain all weeds and grass thereon cut in a sanitary, healthful, and attractive manner.

In no event shall any Lot be used for storage of materials and equipment, except for material and equipment normal to residential living or incident to construction of improvements thereon, as herein permitted. Furthermore, in no event shall any Lot Owner or occupant permit the accumulation of garbage, trash or rubbish of any kind on his or her Lot, and an Owner or occupant shall not burn anything on his or her Lot. The drying of clothes in full public view is prohibited. The Association shall have the right to prohibit the planting of grasses or vegetation that they determine to be adverse or objectionable.

In the event of default on the part of the Owner or occupant of any Lot in observing any of the above requirements, such default continuing after ten (10) days written notice given by the Association, the Association may, as its option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and cause any weeds, grass or landscaping to be cut, pruned or removed, as the case may necessitate, and may remove or cause to be removed such garbage, trash or rubbish as has accumulated thereon. Additionally, the Association may do anything necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition and the charges incurred for securing such compliance, including the cutting, trimming, pruning, or removal of weeds, grass, landscaping or such garbage, trash or rubbish as may be removed, may be charged to the Owner or occupant of such Lot for the cost of such work so long as such fee does not exceed Three Hundred and Fifty Dollars (\$350.00) for each time this service is rendered, with each year thereafter such limitation to be adjusted, from year to year, by a percentage equivalent to the increase in the percentage of the cost of living based upon the Consumer Price Index, for Atlanta, Georgia, increases from one (1) year to the previous year. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and such payments made by the Association shall be secured by a lien in the same manner as General Assessments paid the Association under the Master Declaration.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited, except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees with a greater diameter than four (4) inches shall be cut or removed without the approval of the New Construction Review Board or Modifications Committee.

**Section 8. Septic Tanks.** The installation of septic tanks shall not be permitted.

**Section 9. Concrete Curbs.** Concrete or other curbs that are chipped, cracked and/or broken on the street front or street side of any Lot are to be repaired or replaced by the Builder/Owner or Owner of the Residential Unit on each Lot prior to occupancy of a Residential Unit on said Lots. Chipped curbs may be repaired with a "epoxy grout" mixture or other suitable repair material as approved by the New Construction Review Board. Where several chipped curbs appear in the same areas, the entire section of curb (for example driveway to driveway) must be overlaid with the material approved for repair. Cracked or broken curbs shall be saw-cut on both sides of the crack or break, and the cracked or broken area removed, reformed and poured to match existing curbs.

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**Section 10. Garage Doors** All garages must be enclosed, and must have doors, and each garage door must be coordinated in design and color with the Residential Unit to which it is appurtenant.

**Section 11. Parking**. Each Lot shall have provided thereon adequate off street parking as determined by the New Construction Review Board.

**Section 12. Storage Facilities**. No exposed above ground tanks for the storage of fuel or water or any other substance shall be located at any Lot other than apparatus relating to solar energy; location and design of which must first be approved by the New Construction Review Board.

**Section 13. Mailboxes**. Only one (1) mailbox may be located on each Lot, which mailbox shall be selected to be consistent with the quality and design of the surrounding Residential Unit and each mailbox shall be placed and maintained to compliment the Residential Unit to which it is appurtenant to the extent such mailbox is permitted to be located and maintained by the United States Postal Service, its successors and assigns. All mailboxes to be placed in Creekside West are subject to approval and review by the New Construction Review Board and Modification Committee.

**Section 14. Mallard Landing Lake**. Upon completion and the development of Mallard Landing Lake, the use of said lake will be enjoyed and used by the property owners of those Lots that traverse said Lake. The fishing rights and the maintenance of the lake will rest with the property owners who own a portion of said lake. Creekside West Property Owners Association has the right to do necessary maintenance in the event the property owners, who own a portion of said Lake, refuse or are unwilling to do so and to assess costs to those lot owners who own a portion of said Lake for maintenance performed. Creekside West Property Owners Association is hereby given access to Mallard Landing Lake for the maintenance of said lake and the property owners of Lots designated 306 and 307 of a plat or survey of "Creekside West Phase 2" lots presently owned by Declarant and said lot owners understand that there is a twenty foot (20) easement reserved for such purpose.

**Section 15. Spring Lake**. Spring Lake and the development of property surrounding Spring Lake will be enjoyed and used by the property owners of Lots designated 329, 330, 331, 332 and 333 and the owners of Lots 53, 54, 55, 56, 57 and 58 as shown on that certain plat of survey recorded in Plat Cabinet A, Pages 3733-3735. The fishing rights and maintenance for Spring Lake is hereby transferred to property owners of Lots designated 329, 330, 331, 332 and 333 and the owners of Lots 53, 54, 55, 56, 57 and 58 as depicted on the certain plat of survey recorded in Plat Cabinet A, Pages 3733-3735. Declarant hereby transfers to Creekside West Property Owners Association the right to do necessary maintenance on Spring Lake in the event the property owners herein described, after purchase and recordation of deeds and plats of "Creekside West Phase 2", refuse or are unwilling to do so and Creekside West Property Owners Association is granted the right under the Master Declaration to bill those property owners involved for the costs of such maintenance after completion. The owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and such payments made by the Association shall be secured by a lien in the same manner as General Assessments under the Master Declaration.

**BK5691 PG24** DOUBLETREE COMMUNITIES, LLC, a Georgia  
limited liability company

By: *H. Young Tillman III*  
H. Young Tillman, III  
Manager and Member

Signed, sealed and delivered  
in the presence of:

*Steve Clifton*  
Witness

*Beverly Radney*  
Notary Public

