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9 Pages

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James R. Miller  
Langdale Vallotton, LLP  
P.O. Box 1547  
Valdosta, Georgia 31603

LOWNDES COUNTY, GA  
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*Bertha C. Moore*  
CLERK OF SUPERIOR COURT

Cross-reference:  
Deed Book 3857, Pages 132-176; Plat Cabinet 000PCC, Page 248, Lowndes County, Georgia Deed Records

LOWNDES COUNTY, GA  
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*Bertha C. Moore*  
CLERK OF SUPERIOR COURT

**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
CREEKSIDE WEST PHASE 3B**

This Supplemental Declaration of Covenants, Conditions, and Restrictions for Creekside West Phase 3B (this "Phase 3B Supplemental Declaration") is made this 4<sup>th</sup> day of April, 2018, by **DOUBLETREE COMMUNITIES, LLC**, a Georgia corporation (hereinafter referred to as "Declarant").

**WITNESSETH:**

Declarant is the declarant with respect to the "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 (the "Master Declaration"). The Master Declaration applies to all of the property described on Exhibit A to the Master Declaration and all Additional Property (as defined in the Master Declaration) made subject to the Master Declaration after the recordation of the Master Declaration.

Declarant has also filed and is the declarant with respect to the "Supplemental Declaration of Covenants, Conditions and Restrictions for Phase 1, Creekside West, Lowndes County, Georgia" dated July 19, 2007, and recorded on 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 ("Phase 1 Supplemental Declaration"). Pursuant to the Phase 1 Supplemental Declaration, Declarant made the property shown on that certain map or plat of survey dated May 31, 2007, prepared by Allen Noble & Associates, Inc., recorded in Plat Cabinet A, Pages 3733-3736, in the Office of the Clerk of Superior Court of Lowndes County, Georgia, subject to the Master Declaration and to the covenants contained in the Phase 1 Supplemental Declaration.

Declarant has also filed and is the declarant with respect to the "Supplemental Declaration of Covenants, Conditions and Restrictions for Phase 2, Creekside West, Lowndes County, Georgia" dated March 17, 2015, and recorded on March 17, 2015, in Deed Book 5691, Pages 234-

The purpose of re-recording this instrument is to correct a typographical error in the cross-references to the Master Declaration. The references to "Deed Book 3587" have been corrected to refer to "Deed Book 3857."

241, in the Office of the Clerk of the Superior Court of Lowndes County, Georgia deed records ("Phase 2 Supplemental Declaration"). Pursuant to the Phase 2 Supplemental Declaration, Declarant made the property shown on that certain map or plat of survey dated February 19, 2015, prepared by Guess & Lovell Surveying/Mapping, LLC and recorded in Plat Cabinet B, Page 1159, in the Office of the Clerk of Superior Court of Lowndes County, Georgia, subject to the Master Declaration and to the covenants contained in the Phase 2 Supplemental Declaration.

Declarant has also filed and is the declarant with respect to the "Supplemental Declaration of Covenants, Conditions, and Restrictions for Creekside West Phase 3" dated February 18, 2016, and recorded on February 18, 2016, at Deed Book 5900, Page 218, in the Office of the Clerk of the Superior Court of Lowndes County, Georgia deed records ("Phase 3 Supplemental Declaration"). Pursuant to the Phase 3 Supplemental Declaration, Declarant made the property shown on that certain map or plat of survey prepared by Guess & Lovell Surveying/Mapping, LLC and recorded in Plat Cabinet B, Page 1337, in the Office of the Clerk of the Superior Court of Lowndes County, Georgia deed records, subject to the Master Declaration and to the covenants contained in the Phase 3 Supplemental Declaration.

Declarant has also filed and is the declarant with respect to a "Supplemental Declaration of Covenants, Conditions and Restrictions for Phase 4, Creekside West, Lowndes County, Georgia" dated July 14, 2017, and recorded on July 14, 2017, at Deed Book 6231, Page 54, in the Office of the Clerk of Superior Court of Lowndes County, Georgia (The "Phase 4 Supplemental Declaration"). Pursuant to the Phase 4 Supplemental Declaration, Declarant made the property shown on that certain map or plat of survey prepared by Guess & Lovell Surveying/Mapping, LLC and recorded in Plat Cabinet C, Page 89, in the Office of the Clerk of the Superior Court of Lowndes County, Georgia, subject to the Master Declaration and to the covenants contained in the Phase 4 Supplemental Declaration.

By recordation of this Phase 3B Supplemental Declaration, Declarant intends and desires to submit the property in "Creekside West Phase 3B" which totals 13.794 Acres and consists of 18 lots and the rights-of-way (R/W) on Tillman Branch RD and Crabtree Crossing East as shown on that certain map or survey designated "Creekside West Phase 3B" dated March 29, 2018, prepared by Guess & Lovell Surveying/Mapping, LLC and recorded on April 4, 2018, in Plat Cabinet 000PCC, Page 248, in the Office of the Clerk of the Superior Court of Lowndes County, Georgia deed records, to which survey references is made in aid of description, to the terms of the Master Declaration and 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 "Creekside West Phase 3B" plat, which property has either already been subjected to the Master Declaration or is part of the "Additional Property" described in Article I, Section 1 and Article VI of the Master 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 Phase 3B 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 between this Phase 3B Supplemental Declaration and the Master Declaration, the terms of the Master Declaration shall control.

#### **ARTICLE I Definitions**

All capitalized terms used in this Phase 3B Supplemental Declaration shall, if defined herein, have the meanings ascribed to each such term herein. All capitalized terms used in this Phase 3B Supplemental Declaration that are not defined herein shall have the meanings described to such terms in the Master Declaration.

#### **ARTICLE II Use Restrictions**

**Section 1. Land Use and Building Type.** It is anticipated that there will be eighteen (18) lots developed in "Creekside West Phase 3B" by Declarant, 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 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 in Phase 2 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 on site with the same materials used in the residential dwelling.

**Section 3. Residential Unit Size.** Each Residential Unit that is constructed on Lots designated 313 and 314 within this Phase shall have at least two thousand (2300) square feet of heated area, exclusive of open porches, garages and/or carports. Any Residential Unit that is constructed on Lot designated 315 within this Phase shall have at least two thousand (2200) square feet of heated area, exclusive of open porches, garages and/or carports. The Residential Unit that is constructed on Lot designated 316 within this Phase shall have at least two thousand (2100) square feet of heated area, exclusive of open porches, garages and/or carports. Each Residential Unit that is constructed on Lots designated 317, 318, 319, 320, 321, 322, 323, 324, 325, 341, 342, 440, 441, 442, 443, and 444 within this Phase shall have at least two thousand (2000) 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 that 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.

(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 twenty (20) feet minimum building setback line. No building or structure shall be located on any Lot nearer to the side street Lot line than a twenty (20) feet minimum building setback line nor nearer than ten (10) feet from a side Lot line. No residential unit may be closer than twenty (20) feet from the rear property line. 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 Mallard Landing Lake. 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. 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.** As the residential unit is positioned in relationship to the street of address, any wall or fence must be set back 15 feet from the front of the residential unit. No fences or walls are allowed in front of the residential unit on the street of address side. The location of any such walls or fences must be 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.

**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. Each property owner is required to maintain the Right of Way property that lies between the back of the curb and the property owner's property.

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 an "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.

**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 unless it has been visually screened from view; The location and design of the tank and screening 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 Units 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.** Mallard Landing Lake and the property immediately surrounding Mallard Landing Lake are to be enjoyed and used by the owners of the following Lots (collectively, the "Mallard Landing Lots" and each a "Mallard Landing Lot"): (i) the Lots designated 306 and 307, as shown on that certain plat of survey designated "Creekside West Phase 2 Lots 306-307" recorded in Plat Cabinet B, Page 1185, Lowndes County, Georgia, and that certain plat of survey designated "Creekside West Phase 2 Lots 307 Revision 1" recorded in Plat Cabinet C, Page 69, Lowndes County, Georgia; (ii) the Lots designated 313 and 314, as shown on that



certain plat of survey designated "Creekside West Phase 3B" recorded in Plat Cabinet 000PCC, Page 248 in the Office of the Clerk of the Superior Court of Lowndes County, Georgia deed records; and (iii) the Lots designated 309, 310, 311, and 312 to be contained in Phase 3C of Creekside West subdivision, when such Phase is constructed. All of the Mallard Landing Lots contain portions of the property that forms Mallard Landing Lake, and each of the Mallard Landing Lots is bisected by Mallard Landing Lake.

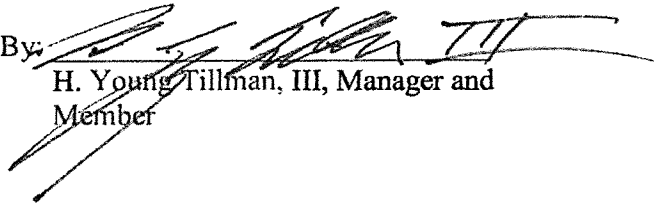
On May 10, 2016, the Lowndes County Board of Commissioners approved a revised Master Plan for Creekside West, as recommended by the Lowndes County Zoning Administrators, which included a 20' easement between Lots 314 and 315 from Tillman Branch Road to the western boundary of Creekside West, which easement then expands to 30' wide and runs north and east until it reaches the Mallard Landing Dam (such easement being referred to as the "Mallard Landing Easement"). The specific location and dimensions of the Mallard Landing Easement are depicted on the "Creekside West Phase 3B" plat recorded in Plat Cabinet 000PCC, Page 248 in the Office of the Clerk of the Superior Court of Lowndes County, Georgia deed records. The Mallard Landing Easement is granted to and is intended to benefit the Association and the following Mallard Landing Lots: Lot 313, Lot 307, Lot 309, Lot 310, Lot 311, and Lot 312. The purpose of the Mallard Landing Easement is twofold: (1) to provide the Association with land access to the dam and drainage structures should repairs, service, or lake maintenance be needed or required; and (2) to allow the Owners of the Mallard Landing Lots to access by land the portions of their respective Lots that are not accessible by land from within the boundaries of each such Lot.

The fishing rights and maintenance of Mallard Landing Lake is transferred to and will rest with the Owners of the Mallard Landing Lots. The Owners of the Mallard Landing Lots are encouraged to work together on maintenance and management of Mallard Landing Lake. Notwithstanding the foregoing sentence, the Association has the right to perform all necessary maintenance and repairs on Mallard Landing Lake in the event the Owners of the Mallard Landing Lots, after purchase and recordation of deeds and plats for such Lots, refuse or are unwilling to do so. In any such event, the Association has the right under the Master Declaration to bill those Owners for the costs of such maintenance and repairs. Each Owner of a Mallard Landing Lot agrees by the purchase or occupancy of such Mallard Landing Lot to pay such statement immediately upon receipt thereof, and all such payments made by the Association shall, immediately upon payment by the Association, be secured by a lien in the same manner as General Assessments under the Master Declaration.

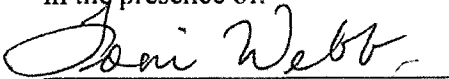
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IN WITNESS WHEREOF, Declarant has caused this Phase 3B Supplemental Declaration to be executed by its duly authorized representative as of the day and year first written above.

DOUBLETREE COMMUNITIES, LLC,  
a Georgia limited liability company

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

Signed, sealed and delivered  
in the presence of:



Witness



Notary Public

