

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
CREEKSIDE SUBDIVISION OF LAND LOT 384, 6TH LAND DISTRICT
TIFT COUNTY, GEORGIA**

GEORGIA, TIFT COUNTY

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made and published April 26, 2016, by Deborah Hampton, of Tift County, hereinafter called the "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land located in Land Lot 384 of the 6th Land District of Tift County, Georgia, being known as CREEKSIDE SUBDIVISION, more particularly depicted on that plat of survey entitled "Creekside Subdivision" dated September 13, 2004 and recorded in Plat Book 39 Page 72 Tift County records; and

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, all real property and be binding on all properties or any part thereof, their heirs, successors, and assigns, and shall ensure to the benefit of each Owner thereof:

- 1. LAND USE AND BUILDING TYPE:** No lot shall be utilized for any purpose except residential purposes. No portion of any lot, other than that covered by buildings approved as herein provided, shall be used for any purpose other than that of a lawn, no vegetable, grain, or ordinary garden or field variety shall be grown without the approval and consent of the Subdivision Architectural Control Committee (hereinafter "Committee"). No building shall be constructed, erected, placed, altered or permitted to remain on any lot other than one detached single-family dwelling not in excess of two and one-half stories in height (exclusive of any basement) plus a private residence garage for motor vehicles and plus such residential accessory buildings as maybe approved by the Committee. No garage or other assessor building shall be constructed, erected, placed, altered or permitted to remain upon

any lot which is not constructed of the same materials as the dwelling located upon said lot unless prior approval is obtained from the Committee.

- 2. ARCHITECTURAL CONTROL.** No building, fence, wall or other structure of any nature shall be constructed, erected, placed, altered, or permitted to remain on any lot until the construction plans and specifications and a plan showing the location of the proposed structure have been approved by the Committee as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location including relationship with topography and finish grade elevation. No corrals, stables, television receiving antennas or satellite "dishes" in excess of 24 inches in diameter shall be permitted. No fences are permitted in front of any dwelling. Fences other than wood or vinyl must be approved by the Committee.

- 3. DWELLING QUALITY AND SIZE.** All dwellings must be site built. The floor area of the dwelling, exclusive of open porches and garages, shall not be less than 1,500 square feet. If the structure is to be two stories then the bottom floor shall not be less than 1,200 square feet, unless otherwise approved by the Committee. Asphalt Architectural shingles are required. No metal roofs will be allowed unless specifically approved by the Architectural Control Committee. The roof pitch shall not be less than 8-12. No structures of any type shall be constructed using vinyl siding (with the exception of gables, eaves and soffits), and all exterior siding products, including the use of vinyl, must be approved by the Committee. Exterior siding must be concrete board, stone, stucco or brick.

- 4. BUILDING LOCATION.** Main dwelling location on lots (i.e. setback from the front, side and rear lot line) shall be consistent with main dwellings on adjacent lots, and shall be approved by the Committee prior to the construction. No building of any kind shall be located on any lot nearer than 30 feet to the front lot line. No building shall be located on any lot nearer than 10 feet to a side lot line. No dwelling shall be located on a lot nearer than 40 feet to the rear lot line. All dwellings shall fact the interior roadways, and placement of a building inconsistent with these restrictions must be approved by the Committee.

- 5. STRUCTURE LOCATION.** No fence, wall, swimming pool, or other structure of any nature shall be constructed, erected, placed or permitted to remain on the lot nearer to any street or lot line than the minimum setback lines established for said property unless approved by the Committee.
- 6. DIVISION OF LOTS.** No lots shall be divided or other structure portioned without the prior written approval of the Committee.
- 7. ROADS AND STREETS.** No portion of any lot shall be utilized at any time by any person or entity as a road, street, or other thoroughfare or otherwise for any purpose of ingress and egress to or from other property without the prior written consent of the Committee.
- 8. DURATION OF CONSTRUCTION.** Upon commencement of construction of any structure or improvement upon any lot, the owner of said lot shall not allow construction work to remain incomplete for more than one calendar year. As used herein the term "construction" shall include preparation of grounds and landscaping. During the construction the owner shall not allow the premises to become or remain unsightly or littered.
- 9. DRIVEWAYS/LANDSCAPING.** Upon completion of construction of the main dwelling and prior to occupancy, the owner shall install a concrete driveway from the street to the garage and shall landscape the front yard as a minimum of said lot. All driveways must run to the interior roadway, and lot owners shall not enter or exit any lot from exterior driveways.
- 10. EASEMENT.** Declarant reserves unto himself, his successors and assigns, a perpetual, alienable and release easement and right on and over, and under the ground, to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water and other public conveniences or utilities on, in or over the front and/or rear fifteen (15) feet of each lot, and fifteen (15) feet along one (1) side of each lot, and such other areas as are shown on plats of said subdivision. These easements expressly include the right to cut trees, or

brushes, etc., grading ditches, and the like reasonably necessary to provide economical utility installation.

11. NUISANCES. No noxious or offensive activity shall be carried on or permitted upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the owner's adjacent property in the said subdivision. No substance or materials shall be kept or maintained on any lot which would emit foul or obnoxious odors.

12. TEMPORARY STRUCTURES. No structures of a temporary character and no trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either on a temporary or permanent basis.

13. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent. Or signs used by: 1.) A builder to advertise the property during the construction period or; 2.) A real estate broker during the period of time the property is for sale.

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 or natural gas shall be erected, maintained or permitted upon any lot.

15. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept in a reasonable manner provided that there are not kept, bred or maintained for any commercial purposes and that there are not more than two pets per member of each household. No pet shall be allowed or permitted to become a nuisance to the owner of any other lot in the subdivision.

16. GARBAGE AND REFUSE DISPOSAL. No part of any lot shall be used or maintained on whole or in part as a storage area or dumping ground for rubbish or anything of character which would cause such lot to appear to be in an unclean or untidy condition or that would be obnoxious to the eye. Trash, garbage, and other waste shall not be kept upon a lot except in a sanitary container. All equipment for the storage or disposal of such material shall be kept in a neat, clean and sanitary condition, and shall be kept out of sight.

17. COMMERCIAL, RECRATIONAL AND NON-OPERABLE VEHICLES. No commercial vehicle, construction equipment, rv-campers, boats or any non-operable vehicles of any type shall be permitted on any lot unless kept in a completely enclosed garage and approved in writing by the Committee. This paragraph does not prohibit personal noncommercial vehicles used in the course of one's business.

18. LAWN MAINTENANCE. No weeds, underbrush, or other unsightly growth shall be allowed or permitted to grow or remain upon any portion of a lot and no lawn shall be allowed or permitted to become overgrown or unkept. Should the owner of any lot fail to comply with the provisions of this paragraph then following a written notice with respect thereto and failure to correct such failure on the part of the owner, either Declarant or the Committee shall have the right to cause such growth to be cut, to charge the owner for such lot with the cost thereof, and to collect such cost from such owner.

19. MAINTENANCE OF STRUCTURES. Buildings and other structures constructed on any lot shall be maintained in the essential the same stated as constructed and no finished building or other structure shall be allowed or permitted to become or remain in need of repair or maintenance.

20. WATER SYSTEM. No individual wells or water supply system shall be permitted or allowed without the prior written approval of the Committee.

21. SEWAGE DISPOSAL. Individual sewage disposal systems shall be designed, located, constructed and thereafter maintained in accordance with the requirements, standards, and recommendations of the Georgia Department of Public Health.

22. SIGHT DISTANCE AND INTERSECTIONS. No fence, wall hedge or tree shall be placed or permitted to remain upon any lot which will obstruct sight lines at intersections unless the same is maintained at a sufficient manner so as to prevent obstruction of sight lines at intersections.

23. POOLS. Above ground pools of any style or variety are prohibited.

24. SEASONAL DÉCOR. All seasonal décor shall be removed from the lot, all dwellings, buildings, etc. not more than thirty (30) days subsequent to the holiday

25. UTILITY FEES. Each lot owner shall pay a fee for street lighting, said fees to be assessed and paid with the lot owner's property taxes.

26. ARCHITECTURAL CONTROL COMMITTEE.

(a) **MEMBERSHIP.** Initially, the Architectural Control Committee shall be composed of the Declarant and any person designated by Declarant. However, upon the sale of a majority of the lots (51%), the Committee shall consist of the Declarant and each individual lot owner.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant

(b) **PROCEDURES.** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its

designated representatives, fails to approve or disapprove within 60 days to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

- 27. TERM.** The covenants are to run with land and shall be binding on all parties and all persons claiming under them for a period of thirty –five (35) years from the date of this instrument after which time this instrument shall be automatically extended for successive period of ten (10) years unless and instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the provisions hereof in whole or in part or to terminate this instrument and its effectiveness.
- 28. SEVERABILITY.** Invalidation of any one of the provisions hereof by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.
- 29. AMENDMENT.** Declarant for and on behalf of himself and his successors and assigns, reserves unto himself the right to amend these covenants, conditions, and restrictions from time to time, including subjecting additional real property hereto, by execution of appropriate documents relative thereto provided the same is agreed to by all other persons or entities then owning any portion of the land to which these covenants, conditions and restrictions are applicable.

SIGNATURES CONTAINED ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned has caused these presents to be properly executed on this date and first written above.

CREEKSIDE SUBDIVISION

By: Deborah Hampton
Title: _____

Attest: _____

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Heather Barfield
Notary Public
My commission expires



C: Mydocuments/Subdivisions/Creekside Subdivision/Covenants