FILED & RECORDED
DATE: 2/4/2020
TIME: 2:37PM
DEED BOOK: 1970
PAGES: 140-142
Recorded By: Monroe
Lynn W Ham, C.S.C.
Monroe County, GA

Record and Return To:
Jill S. Thompson, PC
Post Office Box 7232
Macon, Georgia 31209-7232

SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR CREEKSIDE SUBDIVISION

This AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR CREEKSIDE SUBDIVISION is made this ___ day of January, 2020 by Ingram & LeGrand Lumber Company (herein sometimes referred to as "Ingram" or "Declarant");

WITNESSETH

WHEREAS, Ingram & LeGrand Lumber Company ("Ingram"), as Declarant, executed that certain Declaration of Protective Covenants for Creekside Subdivision, recorded December 20, 2006, at Deed Book 1179, Page 139, Clerk's Office, Monroe Superior Court, (referred to as the Declaration"); and

WHEREAS, Paragraph 23 of the Declaration provides that the Declaration may be amended upon the affirmative vote of written consent of the Owners of at least seventy five percent (75%) of the Lots and the consent of the Declarant; and

WHEREAS, Ingram, as the Declarant and as the Owner of at least seventy five percent (75%) of the Lots in the Community, desires to amend the Declaration as set forth herein; and

NOW THEREFORE, the undersigned hereby adopts this Amendment to the Declaration of Protective Covenants for Creekside Subdivision, hereby declaring that all of the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration, amended as follows:

1.

Paragraph 2. Dwelling Size of The Declaration is hereby amended to read as follows:

2. DWELLING SIZE: The heated and cooled floor area of any dwelling to be used as a residence shall not be less than the following area, exclusive of porches, patios, attic, basements, bonus rooms and garages:

(a) Single Story: 2,300 square feet; and

(b) Two Story: 2,600 square feet.

The Developer shall be fully authorized to grant exceptions to the provisions of this paragraph.

2.

This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Monroe County, Georgia and shall be enforceable against current Owners of a Lot subject to the Declaration.

3.

Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid, but it the application of any provision of this Amendment to any Person or to any property shall be prohibited or held invalid such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and , to this end, the provisions of this Amendment are declared to be severable.

4.

Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Ingram, as the Declarant and as the Owner of at least seventy five percent (75%) of the Lots in the Community, has caused this Amendment to be executed under seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

DECLARANT: Ingram & LeGrand Lumber Company

By: _____ (SEAL)
Otis B. Ingram, III, President

Witness

Notary Public
My Commission Expires:
Affix Notary Seal

CAROL C. SANDERS
NOTARY
EXPIRES
GEORGIA
May 8, 2023
PUBLIC
MONROE COUNTY

1382

FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY, GA

2008 APR -2 AM 11:28

LYNN W. HAM
CLERK
BY: Diana Russo

Record and return to:
Charles B. Haygood, Jr.
Haygood, Lynch, Harris,
Melton & Watson, LLP
P. O. Box 657
Forsyth, GA 31029
File No. A34-15515

FIRST AMDENMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR CREEKSIDE SUBDIVISION (the "Declaration")

This First Amendment to the Declaration, made this 25th day of June, 2007, by Ingram & LeGrand Lumber Company, a Georgia Corporation (the "Developer").

WITNESSETH:

WHEREAS, the Declaration is dated effective as of November 22, 2006, and is recorded in Deed Book 1179, Page 139, Monroe County Records;

WHEREAS, Developer finds it necessary to amend the declaration in certain particulars;

AND WHEREAS, Developer owns more than 75% of the lots in Creekside Subdivision;

NOW, THEREFORE, pursuant to paragraph 23 of the Declaration, the Declaration is herewith amended as follows, to-wit:

1. Paragraph 2. is herewith deleted in its entirety and a new paragraph 2. is herewith inserted in lieu thereof as follows:

"2. <u>DWELLING SIZE.</u> The heated and cooled floor area of any dwelling to be used as a residence shall not be less than the following area, exclusive of porches, patios, attics, basements, bonus rooms and garages:

(a) Single story: 2,000 square feet; and
(b) Two story: 2,250 square feet.

The Developer shall be fully authorized to grant exceptions to the provisions of this paragraph."

2. The Developer by signing below gives its consent to this First Amendment to the Declaration, as Developer, and as owner of more than 75% of the Lots in Creekside Subdivision.

3. Except as herein amended, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this First Amendment to the Declaration to be executed in its name by its duly authorized officer and the corporate seal affixed on the day and year first above written.

"DEVELOPER"

INGRAM & LEGRAND LUMBER COMPANY

By: _____
OTIS B. INGRAM, III, President

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

Wendy D. Barnard
Unofficial Witness

Susan L. Bloodworth
Notary Public
My Commission Expires: 4-19-2011

APR 19 2011 NOTARY PUBLIC JONES COUNTY, C

DECLARATION OF PROTECTIVE COVENANTS

FOR CREEKSIDE SUBDIVISION

~~THIS~~ DECLARATION ("Declaration") is made effective as of November 22, 2006, by INGRAM & LeGRAND LUMBER COMPANY, a Georgia Corporation (the "Developer").

RECITALS

(a) Developer is the owner of certain real property known as Creekside Subdivision located in Monroe County, Georgia, as more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Property").

(b) Developer desires to subject the Property to the covenants, restrictions, and easements herein made to provide for the development of the Property in an orderly manner with appropriate architectural, landscaping, and maintenance controls to maintain the value, aesthetic appearance, and architectural harmony of the Property during and after development.

AGREEMENT

NOW, THEREFORE, DEVELOPER HEREBY DECLARES AND CONSENTS that the Property is and shall be held, transferred, assigned, sold, conveyed, leased, rented, mortgaged, occupied, used, and otherwise disposed of subject to the covenants, restrictions, conditions, easements, charges, and liens as hereinafter set forth.

1. LAND USE AND BUILDING TYPE.

(a) The Property shall be used solely for single-family residential purposes.

(b) No structures shall be erected, altered, or permitted to remain on any subdivision lot other than one single detached building for a single-family residence, a private garage for not less than two cars, in addition to such guest quarters, recreational facilities (if approved by the Developer in its sole discretion), and like structures erected for the pleasure and convenience of the occupants of such single family residences.

(c) No structure shall exceed two (2) stories in height above its front ground line.

(d) No building constructed elsewhere shall be moved to, placed or maintained on any lot.

(e) No dwelling house constructed on any subdivision lot shall be in any manner occupied until it shall have been substantially completed, which is defined to mean that construction on the house has been completed, all interior and exterior painting finished, all utilities hooked up to the dwelling, all appliances installed, and all driveways and walkways installed.

(f) The work of construction of any building or structure on any subdivision lot shall be prosecuted with reasonable diligence continuously from the time of commencement until the same shall be fully completed.

(g) No professional office, business, trade or commercial activity of any kind shall be conducted in any building or on any portion of any subdivision lot.

(h) All building sites in the subdivision shall be known and described as residential building sites.

(i) All fences must be approved by the Developer as to location and type.

(j) No animals, livestock, or poultry of any kind other than house pets, shall be kept or maintained on any subdivision lot. Dogs and cats may be kept upon any subdivision lot provided that they are not kept, bred, or maintained for any commercial use or purposes. No more than three (3) dogs or cats per household may be kept upon any subdivision lot, consisting of two (2) animals of one variety and one (1) animal of the other variety. All dogs must be confined to the subdivision lot and, if retained in a pen, the pen area must be screened by landscaping from view. No dogs of a vicious nature or breed shall be kept or maintained on any subdivision lot.

(k) No noxious, offensive or illegal activity shall be carried on upon any subdivision lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or any residents. No trash, paper, garbage, or refuse of any kind shall be dumped on other subdivision lots or adjoining lands. The discharge of firearms is prohibited.

(l) No clothesline except spindle type shall be permitted, and then only on the portion of the lot to the rear of the house.

(m) No greenhouses will be permitted upon any subdivision lot without the consent of the Developer.

(n) No plumbing or heating vent shall be placed on the front side of the roof of the dwelling.

(o) No concrete block shall be left exposed after completion of construction of any dwelling.

(p) All homes erected on any lot shall be constructed with an exterior finished face of brick, wood, stucco, or a combination of same. All exterior wood and/or stucco construction shall be painted or stained unless approved in writing by the Developer.

2. DWELLING SIZE. The heated and cooled floor area of any dwelling to be used as a residence shall not be less than the following area, exclusive of porches, patios, attics, basements, bonus rooms and garages:

(a) Single story: 2,500 square feet; and

(b) Two story: 2,800 square feet.

The Developer shall be fully authorized to grant exceptions to the provisions of this paragraph.

3. PARKING; DRIVEWAYS. No dwelling house shall be erected without providing an enclosed parking garage within the dwelling house or detached from the dwelling house sufficient in size to store not less than two and not more than four standard automobiles with ample room for landing and steps to enter the house, in the case of an attached garage. Said garage shall not face the street upon which the dwelling faces and shall be connected to the street upon which the subdivision lot fronts by a paved driveway made of hot mix asphalt or concrete and including a turnaround. Driveways and walkways must be completed prior to occupancy of the dwelling.

4. ARCHITECTURAL CONTROL. No building, structure, fence or wall shall be erected, placed, replaced or altered on any lot until the construction plans and specifications and a plan showing location of the structure on the lot have been approved by the Developer as to the quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to topography and finish grade elevation. More specifically, the Developer shall be furnished for approval, prior to the beginning of any construction, site plans to scale showing the location of all structures, driveways and walks indicating original and finished elevations; the street line upon which the main residential structure faces; construction plans to scale including floor plans, elevations and square footage, plans and details of construction of any hearth, foundation plans, and plans of any stairwell (including a section and other details of such stairwell); and specifications identifying materials and techniques to be employed in the construction of the work to be accomplished on the site. Further, the Developer shall be furnished the exterior paint scheme for approval prior to any exterior paint work being carried out.

The approval or disapproval of the Developer as required in these covenants shall be in writing. In the event the Developer, or its designated representative, fails to approve or disapprove submitted plans and specifications within sixty (60) days after the submission of same, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, or if the Developer, or its designated representative, fails to approve or disapprove the proposed exterior paint scheme within ten (10) days after the submission of same, approval will not be further required and the related covenants shall be deemed to have been fully complied with; provided, that the design and location are in harmony with existing structures and locations in the subdivision, and do not violate this Declaration. Notwithstanding the forgoing, the erection of a fence or wall or any structure nearer to any street or public roadway than a line parallel with the rear wall of the main part of the residence constructed on the lot and projections thereof to the side lot lines must in all events be approved in writing by the Developer and the failure of the Developer to approve or disapprove the same within sixty (60) days or to file suit for injunction as set forth above shall not result in the covenants being deemed to have been fully complied with. The Developer shall have no responsibility to verify that any proposal which comes before it complies with any zoning or other laws, rules or regulations.

Structures and plans and specifications relative thereto will not be approved for engineering or structural design or quality of materials, and by approving such structures and plans and specifications relative thereto, neither the Developer or its representatives assumes any liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications, nor shall the Developer or its representatives have any responsibility to verify that any such plans and/or specifications comply with any building codes, county ordinances, zoning laws or any other laws, rules or regulations. Neither the Developer nor its representatives shall be liable for damages to anyone submitting plans and specifications for approval, or to any owner of lots affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every owner of a lot agrees that he/she will not bring any action or suit against Developer, or its representatives to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue the Developer or its representatives for any claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

5. BUILDING LOCATION. No building on any subdivision lot shall be erected nearer to the front line, the side lines or the rear line of such lot than the distances hereinafter recited or as may be shown on the recorded subdivision plat of such lot, which subdivision plat and all information shown thereon is incorporated herein and made a part hereof for all purposes (the "plat"). The sideline setback for each building lot is twenty (20) feet, provided there shall be no less than fifty (50) feet between dwellings on adjoining lots. No outbuilding shall be erected on any subdivision lot forward of a line which extends along a projection of the real line of the dwelling. The front yard set back line shall be 50' minimum on all lots shown on the plat except Lot 13-A (60'), Lot 14-A (100'), Lot 15-A (70'), Lot 26-A (85'), Lot 37-A (110'), Lot 38-A (55') and Lot 39-A (95'). The back or rear yard set back line shall be 100' minimum on all lots except Lots 1-B, 2-B and 3-B shall each have a minimum back or rear yard set back line of 50'. All structures, including but not limited to the main residential structure, and including those constructed on corner lots, shall face in the direction of the street or other line as shown on plans approved by the Developer. Notwithstanding anything to the contrary, no building shall be so situated as to constitute a violation of the applicable zoning regulations of the county in which the Property is located. Any and all restrictions in this paragraph are subject to revision by and with the written consent of the Developer, where by reason of the contour of any particular lot, the building cost would be materially affected by strict compliance with such building line requirements or where by reason of such contours, the appearance of the development would be adversely affected or for any reason satisfactory to the Developer.

So long as title to any lot and a portion or portions of an adjacent lot, or adjacent lots, are in the name of one owner, such side line restrictions shall be applicable only to the outside boundaries of the entire tract so owned.

6. SUBDIVISION OF LOTS. No lot shall be subdivided for sale or otherwise so as to reduce the total lot area shown on the recorded subdivision plat, except by and with the consent of the Developer. No street shall be extended into or connected with adjoining properties except by written consent of the Developer, it being the will and intent of the Developer that certain streets as designated on the plat shall remain dead end drives, or circles with parking areas in such designated areas, to remain as such unless otherwise determined by the Developer.

7. EASEMENTS.

(a) No title to land in any street is intended to be conveyed, or shall be conveyed to the grantee under any deed, or to the purchaser under any contract of purchase, unless expressly so provided in such deed or contract of purchase.

(b) Developer reserves an easement in and right at any time in the future to grant a fifteen (15) foot right of way over, under and along the rear line of each subdivision lot, a ten (10) foot right of way over, under and along the front line of each subdivision lot and a ten (10) foot right of way over, under and along the side lines of each subdivision lot, for drainage and for the installation and maintenance of poles, lines, conduits, pipes and other equipment, above ground or underground, necessary or useful for furnishing electric power, gas, telephone service, or other utility service. No dwelling house, garage or carport, outbuilding, or other structures of any kind shall be built, erected or maintained upon any such easements and said easements shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing or servicing such utilities and to Developer, its successors and assigns, all of whom shall have the right of ingress an degress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights-of-way are reserved, or may hereafter be reserved.

(c) Developer reserves a ten foot strip along the rear and side of all subdivision lots for drainage purposes, said easement being within the fifteen foot easement referred to in subparagraph (b) above.

(d) Developer may include in any contract or deed hereafter made additional protective covenants and restrictions not inconsistent with those contained herein.

(e) Developer reserves any other easements shown on the recorded plat of the Property.

8. NUISANCES; ANNOYANCES: PROHIBITED ACTIVITIES.

(a) No noxious or offensive trade or activity shall be carried on upon any subdivision lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or any resident thereof.

(b) No temporary building, mobile home, tent, shack, garage or carport, barn, or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

(c) No oil drilling, development, or refining operations, mining, quarrying, or operation of sand and, gravel pits, no soil removal or topsoil stripping, or operations of any kind shall be permitted upon or in any of the lots in the subdivision, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any of the lots covered by this Declaration.

(d) No fuel pump may be maintained on the premises.

(e) No above ground tanks of any type shall be maintained on the premises, except that private water tanks holding water drawn from private wells on the premises must be installed under or inside dwellings.

(f) No motor vehicle shall be permitted to remain on the premises for more than thirty (30) days in an inoperative condition, and no car repairs of a major nature may be carried on upon the premises. No lot or yard may be used as a parking area for heavy equipment such as excavating, grading or tractor equipment or heavy trucks such as school buses, transport trucks, and dump trucks. Pickup trucks are acceptable.

(g) No outside radio, television or satellite antenna or dish may be placed upon the premises unless it is approved in advance by the Developer. The Developer may require any dish, if approved, to be located and screened by appropriate plantings or otherwise so as to be unobtrusive.

(h) No window air conditioning units may face any street upon which a subdivision lot fronts without prior approval of the Developer.

(i) All playground equipment shall be placed on the rear of any subdivision lot. No skate board ramps or similar structures shall be built without the prior approval of the Developer.

(j) All boats, boat trailers, motor homes, travel trailers and campers shall be kept in the garage or parked to the rear of a dwelling so that they are minimally visible from the street upon which such dwelling fronts. Any such equipment which ceases to be operable and/or is no longer used on a regular basis must be removed from the subdivision lot.

(k) No structures of any kind will be built, or fixtures or objects placed on any lot without prior approval of the Developer as to location, design, external appearance, and harmony with existing standards of the neighborhood.

(l) Mail boxes and newspaper boxes must be approved by the Developer before installation.

(m) Suitable erosion control devices shall be installed and maintained during construction of any dwelling so as to restrict the flow of storm water and silt from the construction site on to adjoining properties.

(n) From and after the date of the first purchase of each lot from the Developer there shall be maintained on each building lot a grassed area extending from the edge of the asphalt pavement constituting the roadway upon which the lot fronts to the interior side of the ten (10) foot utility easement within the building lot front line. From and after the date of completion of construction of a dwelling on a building lot, there shall be maintained and landscaped on such lot a grassed front yard. Each grassed yard area shall be cut on a regular basis.

(o) Within six (6) months following the completion of construction of each dwelling, landscaping shall be planted and maintained on the front and each side of such dwelling.

(p) No motorized vehicle, including four wheelers, go-carts, dirt bikes, etc., may be driven or ridden in an unsafe manner or with disregard for the safety of others or in such manner as to cause damage to any property.

(q) No tree exceeding eight (8) inches in diameter at the base shall be removed without the consent of the Developer, except that diseased trees, dead trees and trees that may for any reason be subject to falling and causing injury or damage may be removed without notice to or consent of the Developer. Except as otherwise provided, any trees which are removed without the consent of the Developer shall be replanted within thirty (30) days with trees of acceptable species. The planting of trees that are not native to the middle Georgia area are prohibited.

9. SIGNS. No sign of any kind or character shall be displayed to the public view of any lot except one professional sign of not more than five (5) square feet in area for advertising the property for sale or signs with similar size limitations for temporary use by a builder to advertise or identify the property during the construction and sales period and a typically sized sign providing notice that the dwelling is protected by a security system. This restriction shall not prevent the use of ornamental markers bearing the name and property address of the occupants of each lot.

10. SIGHT DISTANCE AT INTERSECTION. No hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 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 limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersection sunless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. No garbage, or other waste, shall be kept on said premises except in sanitary containers. All equipment for the storage of such material shall be kept in a clean and sanitary condition, and shall be located in the rear of the main residence structure out of sight from the street or adjacent property except to make same available for collection for the minimum time necessary or unless otherwise ordered by any governmental division, unit, body or authority, having jurisdiction. No trash or garbage shall be burned or buried on any lot.

12. SEWAGE DISPOSAL.

(a) Individual sewerage disposal is required, provided that any such system shall be designed, located and constructed in accordance with all applicable local and state requirements, standards, and recommendations. No such system shall be installed without first obtaining any and all necessary permits therefor.

(b) In the event that, during the term of these covenants, any public or private entity shall install a sewerage collection system for the entire subdivision, the owner(s) of any lot which shall then have an individual sewerage disposal system shall not be required to be connected to the subdivision sewerage collection system, subject to any applicable law or regulation. Such owner(s) shall pay the cost of making such connection, including any tap-on fee.

13. WATER SUPPLY. Water supply shall be provided by a well to be installed at individual lot owner's expense or by connection to the Monroe County Water System when county water distribution lines are accessible. Water tap to be at individual lot owner's expense.

The owner(s) of all lots within the subdivision shall keep all above ground piping associated with these of underground wells landscaped and shielded from view.

14. DEVELOPER'S RIGHTS. In addition to all other rights granted to Developer by this Declaration, the Developer shall have such general easements, rights, and privileges as may be necessary to carry out the construction of the property submitted to this Declaration, and shall have the right to generally go on, upon, across, and over the property, including the grounds of any lot, provided that substantial disruption of the landscape shall be replaced by the Developer.

15. DRAINAGE DITCHES. On those lots having a drainage ditch or ditches, either natural or man-made, said ditch shall not be altered, covered or diverted so as to cause damage to an adjoining lot. Such ditch or ditches may, however, be enclosed with culvert pipe of size, capacity and installation approved by the county engineer, provided that such enclosure does not change the volume of water normally flowing in said ditch or ditches or so concentrate such flow of water as to cause damage to any other property owner or owners within such subdivision.

16. TOTAL ELECTRIC DEVELOPMENT AND UNDERGROUND ELECTRIC SERVICE.

(a) Each dwelling on the Property shall be built so as to comply with the "Total Electric" program of Southern Rivers Energy, Inc. ("SRE"), as the same may exist from time to time. The owner(s) of each dwelling do(es) hereby agree with the Developer that such dwelling owner(s) shall (i) pay the Developer any sum which SRE shall charge Developer as a result of any such dwelling not complying with such Total Electric program, and (ii) timely execute a Total Electric Inspection Requirements document in the form annexed hereto as Exhibit "B".

(b) Underground electric service (including primary and secondary or either and pad mounted transformers) has been or will be installed by SRE, conditionally including the requirement that electric heat pumps with electric auxiliary and emergency heat and electric water heaters be used exclusively for space conditioning and water heating in all homes built in said subdivision. In the event any home built in said subdivision does not comply with this covenant, SRE shall collect $1,341.00 dollars as liquidated damages prior to connecting the permanent electric service to such home. The responsibility for such payment shall fall first upon the Developer and secondly, to any successor owner of such property.

There is hereby granted to SRE a non-exclusive blanket electric utility easement along each lot line as provided in paragraph 7.(b) hereof.

SRE is granted the right to construct, install, operate, and maintain its facilities, including all conduits, cables, transclosures and other appliances useful or necessary in connection therewith, within a ten (10) foot easement along that portion of each lot abutting a dedicated street, and any other utility easement shown, for the underground transmission and distribution of electric power; together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof; and also, the right to cut and keep clear all trees, underbrush, shrubbery, roots, and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under, and above said facilities.

Also included in the right granted herein to SRE is the right to install service laterals running from said 10-foot wide easement to the dwellings or buildings constructed on the subdivision lots shown on the Plat.

17. TERM. These covenants are real covenants running with the land and shall be binding upon and shall inure to the benefit of all purchasers and all persons claiming under them for the period of time provided by Section 44-5-60 of the Official Code of Georgia Annotated, with the term to be automatically renewed as provided therein.

18. SEVERABTLITY. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other restrictive provisions which shall remain in full force and effect.

19. BINDING NATURE. This agreement shall be binding upon and shall inure to the benefit of the undersigned, its successors, successors-in-title and assigns, and upon and between the several successors, successors-in-title and assigns of subdivision lots located within the Property subjected hereto and upon the terms and conditions hereof.

20. EXEMPTIONS. Whenever any lot subject to the provisions hereof is owned by the same person or persons as any adjoining or abutting lot, the Developer shall be authorized to grant such exemptions and/or exceptions from the applicability of these restrictions with respect to such lot or lots as may be consistent with treating such adjoining or abutting lots as a single lot. (For example, if the owner of two (2) adjoining lots desires to build a garage on one lot and his principal residence on an adjoining lot, the Developer may in its discretion authorize such owner to do so.) The Developer may condition any such grant in any way that it deems proper including, but not limited to, requiring such owner to enter into a written contract or covenant in recordable form acknowledging and agreeing that such exemption and/or exception will cease if ownership becomes divided and/or if the structure or facility permitted by the exception is not adequately maintained and/or screened, and/or otherwise conditioning the grant. Any exception or exemption granted hereunder shall be narrowly construed.

Any grant of an exception or exemption under this paragraph must be made by the Developer in writing and its failure to approve or disapprove within sixty (60) days shall not be deemed to be an approval of the requested exception and/or exemption, nor shall failure to file suit for injunction prior to completion of construction be deemed such an approval or result in these restrictions being deemed to have been fully complied with, or estop any person from enforcing these restrictions.

21. APPLICABILITY. These covenants shall not apply to any property not herein specifically described. Any area shown on the subdivision plat, but not subdivided into numbered lots shall not be subject to the foregoing restrictions. Notwithstanding the foregoing, other property may be subjected to the provisions hereof by an amendment hereto executed by the Developer and filed upon the deed records of the county in which the Property is located.

22. ENFORCEMENT. Developer or any owner shall have the right to enforce the covenants and restrictions contained herein and of any other provision hereof by an appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants, conditions, restrictions or other provisions, either to restrain violation, to enforce personal liability or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any charge or lien arising by virtue thereof. Any failure by Developer, or any other to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter.

23. AMENDMENT. This Declaration may be amended unilaterally at any time and from time to time by Developer (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the lots subject to this Declaration, (iii) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the lots subject to this Declaration, or (iv) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the lots subject to this Declaration; provided, however, any such amendment shall not make any substantial changes in any of the provisions of this Declaration. By acceptance of delivery of a deed conveying any subdivision lot within the Property, each owner thereof appoints and constitutes the Developer its agent and attorney-in-fact for such purposes.

This Declaration may be amended at any time and from time to time by an agreement signed by the owners of at least seventy-five percent (75%) of the lots; provided, however, such amendment by the Owners shall not be effective unless also signed by Developer, if Developer is the owner of any real property then subject to this Declaration. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any subdivision lot unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this paragraph.

24. GOOD REPAIR. The owner(s) of each building lot or dwelling within the Development shall maintain all landscape, cut grassed areas and keep all improvements clean and in good repair and condition.

25. HOMEOWNERS ASSOCIATION. Each owner of a lot within the subdivision shall automatically become a member of an unincorporated association (the "Association") of building lot owners within Creekside Subdivision. The Association exists for the purpose of maintaining (i) certain landscaped areas near the entrance of the subdivision, designated as Parcels "A" and "B" on the subdivision plat, (ii) a retention pond, designated as Parcel "C" on the subdivision plat (collectively, (i) and (ii) may be hereinafter referred to as the "Common Areas"), and (iii) and to permit the congeniality and well being of residents of the subdivision.

After 75% of the lots in Creekside Subdivision have been sold or at such later time as the Developer in its sole discretion shall determine, the Developer shall convey the Common Areas to the Association. Thereafter the Association shall be solely responsible for the upkeep and maintenance of the Common Areas.

The Association shall annually estimate and establish a budget for the ensuing fiscal year for the total of all estimated common expenses to carry out the purposes of the Association as aforesaid, and shall give written notice of such annual assessment to each owner of a building lot within the subdivision no less than thirty (30) days and no more than sixty (60) days prior to the beginning of each fiscal year. If, during any fiscal year, the then current annual assessment prove to be inadequate for any reason, the Association shall determine and establish any necessary increase in the annual assessment and shall give at least thirty (30) days prior written notice of such increase to each lot owner. If the Association falls to adopt a budget, the budget for the preceding fiscal year shall remain in effect until a new budget is adopted. Unless a different payment method is established by the Association, the annual assessment for each building lot shall be due and payable on the first day of each fiscal year and shall be paid to the Association or the designee(s) of the Association on or before its due date.

Should any assessment not be paid by a lot owner within sixty (60) days after same has been mailed by the Association to such lot owner(s), the Association may place a lien upon such lot(s) by recording an affidavit in the Monroe County Deed Records signed by a duly authorized officer of the Association and which affidavit must include (i) the name of the lot owner(s), (ii) a description of the lot(s), (iii) the amount of the assessment, and (iv) the date the assessment became due. Such lien shall only be inferior to ad valorem taxes and any security deed existing at the time such lien is filed.

IN WITNESS WHEREOF, Developer has hereunto set its hand through its duly qualified corporate officer and affixed its corporate seal, as of November 22, 2006.

DEVELOPER:

INGRAM & LEGRAND LUMBER COMPANY

By: _____
OTIS B. INGRAM, III, President

Signed, sealed and delivered
in the presence of:

_____
Unofficial Witness

_____
Notary Public
My Commission Expires: 7/6/2009
(Affix Notary Seal)

EXHIBIT "A"

All those tracts or parcels of land situate, lying and being in Land Lots 48, 49, 54 & 55 of the 12th Land District of Monroe County, Georgia, and being shown and designated as Lots 1-A – 46-A, inclusive, and Lots 1-B - 3-B, inclusive, together with Parcels "A", "B", and "C", on a certain plat of survey prepared on October 4, 2006, by Hugh W. Mercer, Jr., Surveyor, and recorded in Plat Book 28, Pages 278-280, inclusive, Clerk's Office, Monroe Superior Court, which plat is by this reference incorporated herein and made a part hereof for all purposes.

EXHIBIT "B"

TOTAL ELECTRIC INSPECTION REQUIREMENTS
FOR CREEKSIDE SUBDIVISION

I understand that in order for permanent service to be connected without the underground charge of $1,341.00 I must meet the following TOTAL ELECTRIC requirements:

1. Contact Southern Rivers Energy personnel to inspect insulation package prior to installing the dry wall. (R-30 Ceiling, R-13 Walls, R-19 Floor)

2. Provide a copy of the load calculation completed by heating and air contractor if heat pump sizing not determined by Southern Rivers Energy personnel.

3. Contact Southern Rivers Energy personnel for final inspection of house to insure that the minimum standards of a TOTAL ELECTRIC home are met.

I understand that I must pay the underground charge of $1,341.00 for permanent service if any of the above requirements are not met.

SOUTHERN RIVERS ENERGY

By:_____ _____
NAME & TITLE MEMBER

ACCOUNT NUMBER _____

_____ _____
MAP NUMBER ADDRESS