

Type: COVE
Kind: DECLARATION OF RESTRICTIVE COV
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Fee Amt: \$25.00 Page 1 of 8
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

BK 3758 PG 643 - 650

Return after recording to:
The Law Office of Margaret K. Clark, PC
1 Diamond CSWY, Suite 21 #204
Savannah, Georgia 31406
Attn: Margaret K. Clark

STATE OF GEORGIA
COUNTY OF CHATHAM
Reference:
Deed Book 343-G
Page 40

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR RICE CREEK**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Rice Creek (hereinafter referred to as "Amendment") is made on the date first set below.

WITNESSETH:

WHEREAS, Rice Creek Subdivision is subject to that certain Declaration of Covenants, Conditions, and Restrictions for Rice Creek, dated June 1, 2008, and recorded on July 23, 2008 in Deed Book 343-G, Page 40, Chatham County, Georgia Records, together with all amendments, modifications, supplements and restatements thereof (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, as of the date of this Amendment, the Declarant has transferred control of the Association to the Property owners and their respective elected Board of Directors and Officers; and

WHEREAS, pursuant to Article III, Section 3.1 and 3.2 of the Declaration, the Initial Restrictions and Rules as contained in Exhibit "C" of the Declaration may be modified by the Board of Directors of the Association, pursuant to the procedure therein; and

WHEREAS, the Association called a meeting of the Board of Directors, after proper notice, at which the Members had a reasonable opportunity to be heard, and the Board of Directors approved modification of the Initial Restrictions and Rules as contained in Exhibit "C" of the Declaration; and

WHEREAS, the Board of Directors caused a copy of the modification of the Restrictions and Rules as contained in Exhibit "C" of the Declaration to be sent to the Members, with the effective date of the new Restrictions and Rules being not less than 30 days following distribution to the Owners;

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

Exhibit "C" Initial Restrictions and Rules is deleted in its entirety and replaced with a new Exhibit "C" Restrictions and Rules as attached hereto and incorporated herein.

IN WITNESS WHEREOF, the undersigned officers of the Rice Creek Homeowners Association of Port Wentworth, Georgia, Inc. hereby certify that this Amendment has been properly approved.

Dated this 28th day of July, 2025.

RICE CREEK HOMEOWNERS
ASSOCIATION OF PORT WENTWORTH,
GEORGIA, INC.,
a Georgia non-profit corporation

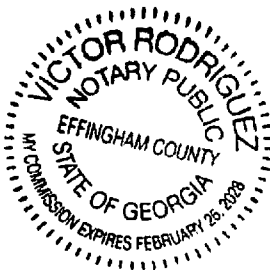
By: *Pamela Rae Toriello*
Print Name: Pamela Rae Toriello
Print Title: President


Signed, sealed and delivered
in the presence of:

Natalie Clark
Unofficial Witness


[Signature]
Notary Public

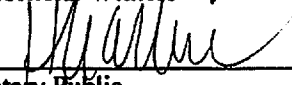
My Commission Expires: 02-26-2028



Attest: 
Print Name: W.D. SMITH
Print Title: Secretary [SEAL]

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

My Commission Expires: 2-28-26

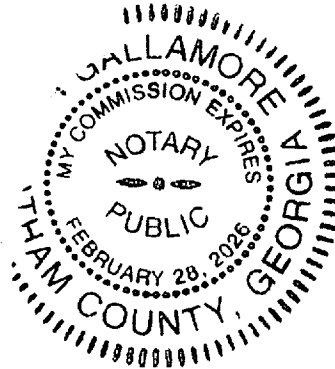


EXHIBIT "C"

Restrictions and Rules

The following restrictions shall apply to all the Properties until such time as they are amended, modified, repealed, or limited pursuant to Article III of the Declaration.

1. **General.** The Properties shall be used only for residential, recreational, and related purposes (which may include offices for any property manager retained by the Association) consistent with this Declaration and any Supplemental Declaration. Except as provided above, Units may be used for a fee simple single-family residences only and for no other purpose.
2. **Restricted Activities.** The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:
 - a. Parking any vehicle on public or private streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles, or inoperable vehicle in places other than enclosed garages; provided, construction, service, and delivery vehicles shall be exempt from the provisions during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit of the Common Area;
 - b. Raising, breeding, or keeping animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit; however, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon the request of the Board. If the pet owner fails to honor such a request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed, and inoculated as required by law;
 - c. Any activity which emits foul or obnoxious odors outside the Unit or creates noise of other conditions which tend to disturb the peace or threaten the safety of the occupants of other Units;
 - d. Any activity which violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;
 - e. Pursuit of hobbies, or other activities which tend to cause unclean, unhealthy, or untidy conditions to exist outside of the Unit;
 - f. Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance or nuisance to people using the Common Area or to the occupants of other Units;
 - g. Outside burning trash, leaves, debris, or other materials, except during the normal course of constructing a dwelling on a Unit;

- h. Use of discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for security purposes.
- i. Use and discharge of firecrackers and other fireworks.
- j. Dumping grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Properties, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;
- k. Trash- Accumulation of rubbish, trash, or garbage except between regular pickups, and then only in approved containers. Containers must be located either out of view, together beside home (against home) or together in front of the garage (against garage). All trash receptacles and/or yard waste to be emptied must be placed at the curb and removed from curb within 24 hours;
- l. Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent;
- m. Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision plat including such Unit has been approved and recorded, except that Declarant shall be permitted to subdivide or replat Units which it owns;
- n. Swimming, boating, use of personal floatation devices, or other active use of lakes, ponds, streams or other bodies of water within the Properties, except that fishing from the shore shall be permitted with appropriate licenses and Declarant, its successors and assigns, shall be permitted and shall have the exclusive right and easement to retrieve golf balls from bodies of water within the Common Areas and to draw water from lakes, ponds, and streams within the Properties for purposes of irrigation and such other purposes as Declarant shall deem desirable. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the rivers, lakes, ponds, streams, or other bodies of water within or adjacent to Properties;
- o. Use of any Unit of operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, except that the Declarant and its assigns may operate such a program with respect to Units which it owns;
- p. Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;
- q. On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of lawn fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Article IV;

- r. Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Properties; (iii) the business activity does not involve door-to-door solicitation of residents of the Properties; (iv) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Properties which is noticeably greater than that is typical of Units in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security of safety of other residents of Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in the provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which provider receives a fee, compensation, or other form of consideration, regardless of whether; (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Unit shall not be considered a business or trade within the meaning of this subsection. The subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties, including the operation of a timeshare or similar program;

- s. Capturing, trapping, or killing wildlife within the Properties, except in circumstances posing and imminent threat to the safety of persons using the Properties;
- t. Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Properties or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;
- u. Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Unit without prior approval pursuant to Article IV;
- v. Operation of motorized vehicles on pathways or trails maintained by the Association, except that golf carts may be operated on cart paths intended for such purposes; and
- w. Any construction, erection, placement, or modification of anything permanently or temporarily, on the outside portions of the Unit, whether such a portion is improved or unimproved, except in strict compliance with the provisions of Article IV of the Declaration. This shall include, without limitation, signs, basketball hoops, swing sets, and similar sports and play equipment; clotheslines; garbage cans; wood piles; solar panels; security systems; above-ground swimming pools; docks, piers, and similar structures; and hedges, walls, dog runs, animal pens, or fences of any kind.
- x. Holiday Decorations- All Holiday lighting should be considered temporary. Holiday decorations may not be installed prior to (30) thirty days before the Holiday and must be removed within (15) days after the Holiday. Consideration of the neighbors should be

exercised with decorating for any occasion. Decorations may not include any audio that can be heard beyond the limits of the lot.

- y. Signs are not permitted per the Covenants and Restrictions: Article III- Use and Conduct, Section 3.4 (b) signs and displays.
 - z. Basketball Hoops- One basketball hoop may be stored, standing up against the side of the home or against the garage, when not in use. If the basketball hoop is stored against the garage, trash can(s) must be stored beside the home or out of view. You may not have a basketball hoop, and trash can(s) stored in front of the garage at the same time.
3. **Prohibited Conditions.** The following shall be prohibited at the Properties:
- a. Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of Properties;
 - b. Structures dishes, antennas, and similar devices for the transmission of television, radio, satellite, or other signals of any kind, except that Declarant and the Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Properties; and (i) satellite dishes designed to receive direct broadcast satellite service which are on meter or less in diameter; (ii) satellite dishes designed to receive video programming service via multipoint distribution services which are one meter or less in diameter or diagonal measurement; or (iii) antennas designed to received television broadcast signal (i), (ii), and (iii), collectively, "Permitted Devices") shall be permitted, *provided that*, any such Permitted Device is placed in the least conspicuous location on the Unit (generally being the rear yard) at which an acceptable quality signal can be received and is not visible from the street, Common Area, or neighboring property or is screened from the view of adjacent Units and the street in a manner consistent with the Community-Wide Standard and the standards, unless such screening unreasonably interferes with the use of such Permitted Device.
4. **Leasing of Units.** "Leasing." for the purposes of this Paragraph, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner received any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term, which requirements may vary from Neighborhood to Neighborhood. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner within seven days of the execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws and the Restrictions and Rules.
5. **Neighborhood Specific Restrictions.** Each of the following restrictions shall apply only to the Units in the specified Neighborhoods.
- a. Rice Creek Neighborhood
 - 1. Units being utilized as a single-family residence shall contain a minimum of 1,000 square feet of heated space, excluding garages and car ports. Declarant may waive said restriction for any individual Unit in its sole and absolute discretion.
 - b. LTM Neighborhood
 - 1. Units being utilized as a single-family residence shall contain a minimum of 800 square feet of heated space, excluding garages and carports. Declarant

may waive said restriction for any individual Unit in its sole and absolute discretion.

ENFORCEMENT OF RULES- All Association Rules and Regulations and all rules set forth in the Community Covenants and Restrictions shall be vigorously enforced by the Association, its members, the Board of Directors, and the Managing Agent, and all committees of the Association. The managing agent will do periodic inspections of the community and record violations to be reviewed by the Board of Directors. Homeowners shall be notified in writing of the alleged violation and said violation must be corrected immediately unless additional time is given according to the violation notice. Violations must be amended and maintained to avoid additional violations for an offense of the same type. Immediate correction of any violation does not relieve the owner of a fine incurred. Fines will be assessed according to the structure below.

Owner's voting rights and rights to the use of recreational facilities by the Owner, Owner's family; tenants and guests may be suspended or limited in addition to fines being levied.

First Offense: Written letter of warning. Notice to homeowners giving nature of alleged violation.

Second Offense: \$100.00 fine for same violation, to be added as additional HOA fees. Unpaid fines are collectible in the same manner as unpaid monthly assessments and may result in a lien on an Owner's unit.

Third Offense and Subsequent Notice of Violation: The HOA may choose to fix or repair the problem at the Owners' expense or impose a \$175.00 fine for the same violation, to be added as additional HOA fees. Unpaid fines are collectible in the same manner as unpaid monthly assessments and may result in a lien on an owner's unit.

After receiving the first violation, if a Homeowner feels that they are not in violation as described, they must contact the HOA immediately. If an agreement cannot be reached at that time, the Homeowner may request the opportunity to be heard at the next scheduled meeting of the Board at which time the Board will determine if the Homeowner was in violation as described in the Rules and Regulations.

Owners may be required to remove any exterior improvement (at their expense) which did not receive ARB approval.

A violation by a rental tenant or guest shall be treated as a violation by the homeowner. The owner shall receive the letters cited above which shall outline a complaint about a violation committed by their resident.

Rules and Regulations may be amended, repealed, and adopted from time to time by the Board of Directors. Proposed amendments may be published, but are not required to be published, in the Association's newsletter or community website.

Updated 11.11.2024