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BK#2185 PG:280-281  
JOY LYNN TURNER  
CLERK OF SUPERIOR COURT  
CAMDEN COUNTY

**SUPPLEMENTAL DECLARATION AND ANNEXATION  
TO  
LAKE JUNIPER  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SUPPLEMENTAL DECLARATION is made this 10th day of March, 2022, by LAKE MANOR WEST, LLC, (the "Declarant").

**RECITALS**

- A. Pursuant to the provisions of that certain LAKE JUNIPER Declaration of Covenants, Conditions and Restrictions dated October 6, 2020, recorded in Deed Book 2062, page 50, Camden County, Georgia, records ("Declaration"), Declarant is authorized to annex certain land to the covenants, conditions and restrictions of the Declaration.
- B. Declarant desires the property shown in Plat Drawer 2022 Page 35-35 Of the Camden County Public Land Records to be annexed into the subdivision and subject to the original covenants and restrictions.
- C. Declarant desires to subject the Subdivision to the Declaration and to subject the Subdivision to the additional covenants as more fully set forth herein.

**NOW THEREFORE** in consideration of the premises, the Declarant hereby declares:

**Section 1. Annexation.** The Subdivision is hereby subjected to all terms and conditions of the Declaration, and the Subdivision constitutes "Additional Property" which by annexation pursuant to this Supplemental Declaration is to be deemed for all purposes to constitute "Property" as set forth in the Declaration. The Subdivision shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions as set forth in the Declaration which are for the purpose of protecting the value and desirability of all the land which from time to

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time shall constitute "Lake Juniper" and which shall run with the Property and be binding on all parties having any right, title or interest in the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall insure to the benefit of each Owner thereof.

**Section 2. Definitions.** All definitions set forth in the Declaration are hereby incorporated herein as if fully set forth.

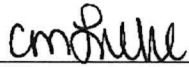
**Section 3. Binding Effect.** All terms, conditions and provisions of the Declaration as modified and supplemented by the provisions hereof shall be binding upon all Owners of Lots described herein shall not be deemed to apply to other Lots subjected to the Declaration unless specifically set forth in a Supplemental Declaration affecting those Lots. In the event that there is a conflict between the terms of this Supplemental Declaration and the Declaration, the terms of this Supplemental Declaration shall prevail, provided that there is no direct conflict in the terms of both shall be in effect.

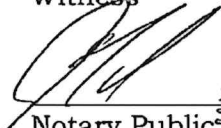
IN WITNESS WHEREOF, the Declarant sets its hand and seal on the date first above written.


DECLARANT: LAKE MANOR WEST, LLC

  
\_\_\_\_\_  
(SEAL)  
BY: Charles Ginman III  
ITS: Authorized Signer

Signed, sealed and delivered in  
The presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Notary Public



Return To:  
6 Lake Manor West LLC  
140 Lakes Blvd, Suite A  
Kingsland GA 31549  
STATE OF GEORGIA

DOC# 007853  
FILED IN OFFICE  
10/7/2020 04:24 PM  
BK#2062 PG:50-55  
JOY LYNN TURNER  
CLERK OF SUPERIOR COURT  
CAMDEN COUNTY

COUNTY OF CAMDEN

DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
LAKE JUNIPER

THIS DECLARATION is made this 6 day of October, 2020, by Lake Manor West LLC., a Georgia Limited Liability Company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, a subdivision known as Lake Juniper, City of Kingsland, 1606<sup>th</sup> G.M. District, Camden County, Georgia, has been platted on the real property described in Article I of this Declaration; and

WHEREAS, Declarant desires to subject such subdivided property to the protective covenants, conditions, and restrictions and easements hereinafter set forth, (sometimes referred to as "covenants and restrictions") which are for the purpose of protecting the value and desirability of said property and for the benefit of the present and subsequent owners of the property;

NOW, THEREFORE, Declarant hereby declares that the real property described below is hereby subjected to this Declaration and is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the protective covenants, conditions, restrictions, and easements hereinafter set forth. Every grantee of any interest in such property shall take such interest subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to said terms and conditions. It is the intention of the Declarant that these covenants and restrictions shall be covenants running with title to the land.

ARTICLE I.

DEFINITIONS

1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the property, including contract sellers but excluding those having such interest merely as security for the performance of any obligation.
2. "Lot" shall mean and refer to any plot of land shown on the recorded subdivision map of the Property.
3. "Declarant" shall mean and refer to Lake Manor West LLC, a Georgia Limited Liability Company, its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and if Declarant executes and has recorded in the deed records of Camden County, Georgia, a document assigning its rights and status hereunder.
4. "Property" shall mean and refer to all those lots, tracts or parcels of land lying and being in the City of Kingsland, 1606<sup>th</sup> G. M. District, Camden County, Georgia, more particularly described as follows:

All of Lake Juniper Subdivision, as more fully and accurately shown and described on that certain replat of survey prepared by Jeffrey S.

Foster, Georgia Registered Land Surveyor No. 3143 ...

Dated August 27<sup>th</sup>, 2019

P2019000083

Book 2019

Page 82-82

5. "Mortgage" shall include chattel mortgage, bill of sale to secure debt, deed to secure debt, deed of trust and any and all other similar instruments given to secure the payment of an indebtedness.

6. "Architectural Committee" shall mean the two persons named by Declarant from time to time. At any time after all Lots have been sold by Declarant, the Owners of a majority of Lots may designate in writing from time to time the names of up to three persons to serve as the Architectural Committee; until such designation by the Owners of a majority of Lots is properly recorded in the deed records of Camden County; Georgia, the designation shall have no effect.

ARTICLE II.

ARCHITECTURAL CONTROL AND CHARACTER OF BUILDINGS

1. No building, fence, wall, driveway or other structure or improvement of any kind shall be erected, constructed, altered or maintained upon any portion of any Lot unless plans and specifications therefore shall have been submitted to and approved in writing by the Architectural Committee. Plans and specifications submitted to the Architectural Committee which are not acted upon with notice to the submitting entity within 30 days shall be deemed approved.

2. No residence building shall be erected or maintained on the Property which has an enclosed, heated square foot area exclusive of porches, patios and garages of less than 1500 square feet.

3. No residence building shall be erected or maintained on the Property unless it has a fully enclosed garage suitable for two or more cars.

4. No building, any part of which is designed for residential dwelling purposes, shall be occupied prior to the issuance of the initial certificate of occupancy by the appropriate governmental authorities, or until made to comply with all of the conditions set forth herein.

5. The construction of any improvement or structure shall be pursued with reasonable diligence continuously from the time of commencement until fully completed. No building constructed elsewhere shall be moved to, placed or maintained on any Lot. No shack, modular home, manufactured housing, house-trailer, barn, garage or other similar structure shall be used at any time as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted on any Lot. Storage sheds shall be allowed to be placed on any Lot only with the written approval of the Architectural Committee, in its sole discretion.

6. The Lots are further subject to building restriction lines as set forth on the Plat.

ARTICLE III.

USE RESTRICTIONS

1. Use. All Lots shall be for single-family residential purposes only, except that the Declarant, any designee of Declarant, and any builder who purchases a Lot from Declarant may build and maintain a model home on any Lot, which may be used as a temporary office by such entity. Additionally, an owner of a Lot may maintain a home office on the Lot provided the home office is permitted under any applicable zoning regulations.

2. Occupancy. Prior to the occupancy of any Lot for residential purposes, the improvements constructed or to be construed thereon must be completely finished on the exterior and all of the lawn which is visible from any street must be planted with grass or such other ground cover as may be approved by the Architectural Committee from time to time. Any driveway on the Lot must be paved prior to occupancy of any Lot.

3. Building Materials. No lumber, brick, stone, cinder block, or any other building materials, scaffolding, or any other thing used for building purposes, shall be stored on any portion of the Property except for purposes of construction of improvement in accordance with plans and specifications approved by the Architectural Committee, and shall not be stored for longer than that length of time reasonably necessary for the construction in which same is to be used.

4. Trailers, Boats and Motor Vehicles. No mobile home, trailer of any kind, tent or similar structure shall be kept, placed, stored, maintained, constructed, or repaired on any Lot; nor shall any motor vehicle or motorcycle-type vehicle be constructed, reconstructed, or repaired upon any portion of the Property. A motor home, truck, camper, trailer, or boat owned by the Owner of a Lot may be kept, placed parked or stored only on a concrete drive, or in a completely enclosed garage. The provisions in this paragraph shall not apply to emergency vehicle repairs.

5. Garage Doors. Garage doors shall remain closed as much as practicable.

6. Clothes Drying Facilities and Air Conditioners. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any portion of the Property. Window mounted air conditioners shall not be permitted on any building or structure, or otherwise in or on any Lot.

7. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property, and no odors shall be permitted to arise therefrom, so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot. Owners and their tenants, guests, and/or invitees shall refrain from any act or use of their property which could reasonably cause embarrassment, discomfort or annoyance to Owners, tenants, guests, and/or invitees of other property made subject to this Declaration. Noxious or offensive activities shall not be carried on upon any Lot.

8. Trash Containers and Collection. No garbage or trash shall be placed or kept on any portion of the Property except in covered containers. In no event shall such containers be maintained so as to be visible from neighboring Property, except to make the same available for collection, and then, only the shortest time reasonably necessary to affect such collection.

9. Tanks. No exposed above-ground tanks will be permitted for the storage of fuel, water or any other substance.

10. Signs. No signs will be placed on any Lot except professionally lettered signs advertising a home and/or Lot for sale or rent. Such signs shall not be more than 24" x 30" in size, and no more than one such sign shall be placed on any one Lot at the same time. Any such sign shall be mounted in a location separate from the residence or any other structure. No sign shall be attached to any tree or shrubbery.

11. Minerals. None of the Property shall be used for the purpose of exploring for, taking therefrom, or producing therefrom, gas, oil or other hydrocarbon substances.

12. Off-Street Parking. Adequate off-street parking shall be provided by the Owner of any Lot for the parking of automobiles or other vehicles owned by such Owner, and no Owner shall park or allow automobiles or other vehicles to be parked on the adjacent roads and streets as a matter of course.

13. Unightly or Unkempt Conditions. The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any portion of the Property. All shrubs, trees, plants and lawns will be maintained in a neat and orderly manner.

14. Animals and Pets. No stable, poultry house or yard, rabbit hutch or other structure for the care, housing, or confinement of any animal or bird shall be constructed or allowed to remain on any Lot. No animal or bird, except of a kind which is customarily kept as a domestic pet, shall be kept in any residence or on any Lot. No animal or pet shall be kept, bred, or maintained for any commercial purpose on the Property; and no animal or pet shall be kept so as to endanger the health or unreasonably disturb the Owners of any Lot or any tenant, guest or invitee thereof.

15. Restriction on Subdividing. No re-subdivision shall be made on any Lot if the effect of such re-subdivision shall serve to increase the total number of Lots within the Property. Nothing in this section shall prohibit the combining of more than one Lot into one building site.

16. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Property shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

17. Trees. No trees on any Lot which are greater than 18 inches in diameter, measured 4.5 feet above ground level, shall be destroyed unless reasonably necessary for the construction of a home or driveway or to protect the safety or welfare of any Owner or such Owner's property.

18. Lake. No docks or other improvements shall be allowed in or on any lake that is now or may be in the future within a portion of the Lots, unless approved in writing by Declarant, which approval Declarant may grant or deny in its sole discretion. Swimming and motorized boats in any such lakes are also prohibited.

19. Wetlands. There are wetlands located within the Property as shown on the Plat. Under Section 404 of the Clean Water Act, 33 U.S.C., Section 1251 *et seq.* (1977), and this Declaration, the discharge of dredged or fill material into such wetlands is specifically prohibited unless a permit is first obtained from the U.S. Army Corps of Engineers. Any unauthorized work or activity that directly or indirectly impacts said wetlands may be subject the responsible party to severe civil and/or criminal fines and/or prosecution.

#### ARTICLE IV.

##### EASEMENTS

1. Easements shown on Plat. Easements are reserved as indicated on the plats referred to in Article I for the purposes indicated on such plat.

2. Utility Easements. There is hereby created a general easement upon, across, over, in, and under the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electrical, television and a master communications system. By virtue of this easement, it will be expressly permissible and proper for the companies providing electrical, television, telephone and other communication services to install and maintain necessary equipment on the Property and to affix and maintain electrical, television, communications, and telephone

wires, circuits, and conduits under the Property. Any utility company using this general easement will use its best efforts to install and maintain the utilities provided for without disturbing the uses of the Owners and Declarant; will prosecute its installation and maintenance activities as promptly and expeditiously as reasonably possible; and will restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by the general easement request a specific easement by separate recordable document, Declarant shall have, and hereby retains, the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms of this Declaration. This general easement will in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

3. Drainage Easements. An easement is hereby reserved to Declarant for itself and its successors and assigns to enter upon, across, over, in, and under any portion of the Property for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Property so as to improve the drainage of water. Reasonable efforts will be made to use this easement so as not to disturb the uses of the Owners and Declarant, as applicable, to the extent possible; to prosecute such drainage work promptly and expeditiously; and to restore any areas affected by such work to a slightly and usable condition as soon as reasonably possible following such work.

#### ARTICLE V.

##### GENERAL PROVISIONS

1. Enforcement. Declarant, the Association, or any Owner shall have the right to enforce the covenants and restrictions contained herein and any other provision hereof by any 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 Declarant or any other party 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.

2. Duration. The provisions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Declarant or any Owner of any Lot subject to this Declaration, their respective heirs, legal representatives, successors and assigns, until 20 years from the date hereof. This Declaration shall be automatically renewed and extended beyond said period for successive additional 20-year periods unless, within two years prior to the expiration of the initial 20-year period or any such subsequent period, at least 51% of the persons owning Lots shall execute and record in the office of the Clerk of Superior Court of Camden County, Georgia, a document pursuant to O.C.G.A. Section 44-5-60 terminating this Declaration.

3. Amendment. This Declaration may be extended, amended, cancelled, or annulled at any time by the Declarant so long as the Declarant is the owner of at least one Lot in the Property. Thereafter, this Declaration may be extended, amended, cancelled, or annulled at any time by the Owners of two-thirds of the Lots of the Property. No such amendment, extension, cancellation, or annulment shall be effective unless there is filed for record in the Office of the Clerk of the Superior Court of Camden County, Georgia, an instrument executed by the Declarant or such Owners, as the case may be, which shall state the terms of such action.

4. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application hereof 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 Declaration are declared to be severable.

5. Captions. The captions of each section hereof as to the contents of each section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular sections to which they refer.

IN WITNESS WHEREOF, Declarant, by and through its authorized officers, has hereunto set their hands as of the year and date first above set forth.

LAKE MANOR WEST LLC.

By:



Signed, sealed, and delivered  
In the presence of:

  
Unofficial Witness

  
Notary Public

