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Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

BK **3380** PG **446-452**

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Please return to:
McCorkle, Johnson & McCoy, LLP
319 Tattnall Street
Savannah, Georgia 31401
Attn: Colby E. Longley

Cross Reference: Deed Book: 123-Y, Page 80,
Deed Book: 162-R, Page 15,
Deed Book: 269-K, Page 164
Chatham County, Georgia records

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION
OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR
ISLAND CREEK SUBDIVISION, PHASES 1 AND 2 (Sometimes Known as
Cromwell North)**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND
EASEMENTS FOR ISLAND CREEK SUBDIVISION, PHASES 1 AND 2 (this "First
Amendment"), is made on this the 17 day of May, 2024, by the **Island Creek Homeowners
Association, Inc.**, ("Association") a Georgia non-profit corporation.

W I T N E S S E T H:

WHEREAS, on June 1, 1984, U.S. Coastal Properties ("Phase 1 Declarant"), submitted
that certain real property commonly known as Phase 1 of the Island Creek Subdivision, to the
Covenants, Conditions and Restrictions for Phase 1 of the Island Creek Subdivision recorded in
Deed Book 123-Y, Page 80, Chatham County, Georgia records ("Phase 1 Declaration");

WHEREAS, the Phase 1 Declaration submitted portions of Lots 324 thru 326 and 386 &
387, Walthour Subdivision, Wilmington Island, 5th G.M. District, Chatham County, Georgia, as
shown on that certain subdivision map dated April 23, 1984, and recorded in Subdivision Map

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Book 4-S, Page 76, Chatham County, Georgia records ("Phase 1 Plat"), as subsequently revised, with the most current revision appearing on that certain plat entitled "Cromwell North, Island Creek Phase I – Revision #2," dated January 20, 1987, and recorded in Subdivision Map Book 9-S, Page 66, Chatham County, Georgia records ("Phase 1 Revised Plat"), to the Phase 1 Declaration;

WHEREAS, the unnumbered parcel shown on the Phase 1 Revised Plat as "Future Development" was divided into Lots A & B by that certain Recombination Plat dated June 11, 1993, and recorded in Subdivision Map Book 13-S, Page 53, Chatham County, Georgia records ("Phase 1 Recombination Plat");

WHEREAS, on March 30, 1993, Thaggard Enterprises, Inc., as successor to U.S. Coastal Properties ("Phase 2 Declarant"), and the Island Creek Homeowners Association, Inc. ("Association"), submitted certain real property commonly known as Phase 2 of the Island Creek Subdivision, to the Covenants, Conditions and Restrictions of the Phase 1 Declaration by recording that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Island Creek (a/k/a Cromwell North) in Deed Book 162-R, Page 15, Chatham County, Georgia records ("Phase 2 Declaration") (the Phase 1 Declaration and Phase 2 Declaration are collectively referred to as the "Original Declaration");

WHEREAS, the Phase 2 Declaration submitted portions of Lots 326 thru 329 and 382 thru 385, Walthour Subdivision, Wilmington Island, 5th G.M. District, Chatham County, Georgia, as shown on that certain subdivision map last revised November 3, 1993, and recorded in Subdivision Map Book 13-S, Page 68, Chatham County, Georgia records ("Phase 2 Plat");

WHEREAS, Lots 234 thru 238 of Phase 2 were recombined to create Lot 234-A and Lot 235-A by that certain recombination map dated January 15, 1997 and recorded in Subdivision Map Book 16-S, Page 71, Chatham County, Georgia records ("Phase 2 Recombination Plat");

WHEREAS, Lot B as shown on the Phase 1 Recombination Plat, was re-designated Phase Two-A and subdivided into Lots A and B by that certain subdivision map dated June 23, 2000, and recorded in Subdivision Map Book 20-S, Page 18, Chatham County, Georgia records ("Phase 2-A Plat");

WHEREAS, an un-platted portion of Island Creek was subdivided into Lots C and D, Island Creek Phase Two-B by that certain subdivision map dated August 2, 2000, and recorded in Subdivision Map Book 20-S, Page 29, Chatham County, Georgia records ("Phased 2-B Plat");

WHEREAS, the Members of the Association, comprising both the owners of the Phase 1 and Phase 2 lots, approved and recorded that certain Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions and Easements for Island Creek, on April 28, 2004, and in Deed Book 269-K, Page 164, Chatham County, Georgia records ("Amended and Restated Declaration" or "Declaration");

WHEREAS, pursuant to Section 11.5 of the Declaration, the Declaration may be amended upon the affirmative vote of Owners of at least two-thirds (2/3rds) of the Lots; and,

WHEREAS, as evidenced by the Secretary's Certificate attached hereto as Exhibit "A," the Association, by and through the consent of Owners of at least two-thirds (2/3rds) of the Lots within Island Creek, after proper notice as required by the Declaration, Bylaws, Articles of Incorporation and Georgia law was given, desire to amend the Declaration as set forth hereinbelow.

NOW THEREFORE, for and in consideration of the above listed recitals, and of the benefits to be derived by the Association, and each and every subsequent owner and tenant of any of the Lots, the Association hereby amends the Declaration as follows:

1. Article 5.1 shall be amended by **striking** subsection (b), which states "the roofs and all other exterior portions of the Units in Phase 1 (excluding those items which are the Phase 1

Owner's Responsibility as set forth in Section 5.3 (sic)." The remaining subsections (c) – (f) shall be lettered (b) – (e).

2. Article 5.1 shall be further amended by striking subsection (c), and inserting in its place the following:

“(c) Community landscaping and existing Community perimeter walls, excluding walls on Phase 1 and Phase 2 Lots, whether or not such landscaping is on a Lot, open space or public rights-of-way;”

3. Article 5.4 is deleted in its entirety, and the following inserted in its place:

“5.4 Phase 1 Owner’s Responsibility

Except for maintenance which is the responsibility of the Association, the Phase 1 Owners shall be responsible for all maintenance of their Phase 1 Lot(s) and all structures, landscaping within decks, patios, planters and courtyards, and other improvements thereon shall be the sole responsibility of the owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligations shall include, but not be limited to, the following: maintenance of all steps, entryways, including doors, storm doors, and screens, windows, including window casements, sashes, and jambs, roofing, including the roof decking, sheathing, underlayment, flashing, and shingles, siding, decks (whether enclosed or not), deck surfaces, patios (whether enclosed or not), screened porches, utility sheds, party walls as set forth in Section 5.5, patio surfaces, and landscaping within the decks, patios, planters and courtyards, if any, of the Lots. Phase 1 Owners shall also maintain their HVAC units and all other equipment, chutes, flus, conduits, wires, or pipes that serve only a single Unit whether located within or outside of a Unit. Phase 1 Owners shall promptly remove all litter, trash, refuse and waste. Phase 1 Owners shall keep all improvements, including exterior fixtures and lighting, in good repair and working order and shall keep lawn and garden areas alive, free of weeds, and attractive. Phase 1 Owners shall comply with all governmental health and police requirements. Phase 1 Owners shall maintain the grading and storm water drainage as originally established on the Lot and repair any exterior damage to any improvements on the Lot, subject to the exception contained in Section 8.7.

In the event the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner’s obligations with regard to maintenance, repair or replacement of items for which Owner is responsible hereunder, then the Association shall, except in an emergency situation, give the Owner written notice of the Association’s intent to provide such necessary maintenance, repair or replacement at the Owner’s sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide such maintenance, repair or replacement and all costs thereof shall be assessed against the Owner and the Lot as a Specific Assessment.”

4. Article 8.2 is deleted in its entirety, and the following inserted in its place:

“8.2 Insurance for Phase 1 Units

The Association shall have no obligation to provide insurance for any improvements on Phase 1 Units and each Owner of a Phase 1 Lot by acceptance of the deed thereto covenants and agrees with all other Owners and the Association that each Owner shall carry all-risk casualty insurance on their Unit and a liability policy with limits of not less than three hundred thousand dollars (\$300,000.00), covering damage or injury occurring thereon. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available, and shall be in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard, less a reasonable deductible, not to exceed \$5,000.00 per occurrence. The policies required hereunder shall be in effect at all times. Phase 1 Owners shall provide certificates of insurance to the Board, if reasonably requested.”

5. The following is added after Section 8.6:

“8.7 Damage and Destruction on Phase 1 Lots

The damage or destruction by fire or other casualty to all or any portion of any improvement on a Phase 1 Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction, or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, to the extent any neighboring Owner who shares a Party Wall with the affected Owner consents in writing, upon any terms said neighboring Owner may reasonably require, the affected Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within seventy-five days after such damage or destruction, but in no event, shall the affected Owner elect to not repair or replace any Party Wall or other improvement which provided structural support to the neighboring Unit(s), and shall continue to keep the Lot in a clean and orderly condition.”

6. The remaining terms and conditions contained in the Declaration are hereby ratified and affirmed.

(Signature Pages Follow)

IN WITNESS WHEREOF, the undersigned Association has hereunto set its hand and seal
this 17 day of MAY, 2024.

ISLAND CREEK HOMEOWNERS
ASSOCIATION, INC.,
a Georgia nonprofit corporation.

Signed, sealed and
delivered in the
presence of:

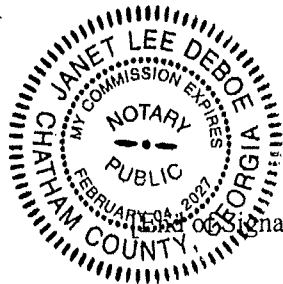
Zachary A. Growe
By: ZACHARY A. GROWE
Its: President

James A. Sullivan
Witness

Janet Lee DeBoe
Notary Public

My Commission
Expires:

2-04-27



[End of Signature Pages]

Exhibit "A"
SECRETARY'S CERTIFICATION

I, Diane Drobny, the undersigned duly authorized Secretary of the Island Creek Homeowners Association, Inc., a Georgia non-profit corporation (the "Association"), does hereby certify that this Amendment was duly approved on MAY 17, 2024 by members of the Association holding at least two-thirds (2/3rds) of the total eligible Association vote.

This 17 day of MAY, 2024.

Signed, sealed and delivered
this 17th day of May,
2024, in the presence of:

[Signature]
Unofficial Witness

Diane Drobny
Printed Name: Diane Drobny

[Signature]
Notary Public
My Commission Expires:

