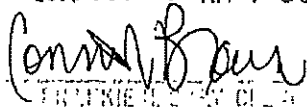


642

FILED IN OFFICE
HART SUPERIOR COURT

2018 OCT -4 AM 7:53


FRANKIE GRAY, CLERKRETURN TO:
RIDGWAY & RIDGWAY, LLP
Attorneys at Law
P. O. Box 710
Hartwell, Georgia 30643
(706) 376-3991

RECORDED

Book 853 Page 642-646Date 10-4-2018
Frankie Gray, ClerkSTATE OF GEORGIA
COUNTY OF HARTDECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made as of this 3rd day of October, 2018, by California Girls Land Holdings, LLC of 154 Johnny Street, Hartwell, GA 30643, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owners of certain real property described in Exhibit A (hereinafter the "Subdivision"); and

WHEREAS, it is to the interest, benefit and advantage of Declarant and each and every person who shall hereafter purchase any lot in the Subdivision that certain Restrictive Covenants governing and regulating the use and occupancy of the Subdivision be established, set forth and declared to be covenants running with the land ;

NOW THEREFORE, for and in consideration of the premises and the benefits to be derived by the Declarant and each and every subsequent owner, Declarant does hereby set up, establish, promulgate and declare the following restrictive covenants.

1. No dwelling of less than 1400 square feet of heated floor space on the first floor level shall be constructed on the above described property; all dwellings shall be underpinned with a continuous wall foundation. All homes must have a minimum two car garage. No garages shall open toward any street.
2. The above described property shall be used for residential purposes only.
3. No mobile home, modular home or A-Frame home of any description shall be placed on the above described property.

4. No concrete block dwelling or concrete block accessory building shall be constructed on the above described property, except that concrete block may be used in the construction of a basement or foundation, provided same is veneered with a suitable material such as brick, stucco or hardiplank. Exteriors of all buildings constructed on the above described property, excluding roofs, shall be brick, vinyl, hardiplank or commercial grade painted material.
5. Campers and Motor Homes may only be stored on the above described property. Campers and Motor Homes may not be placed and set up to live in on the above described property. No campers or motor homes may be parked in the front of the house or in the driveway for more than 4 consecutive days. No abandoned cars are allowed on the property.
6. A purchaser of any part of the property never has to build on the property they purchase. However, once building has begun, completion must be within one year.
7. No animals, livestock, swine, poultry of any kind shall be raised, bred, or kept on the above described property. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose or maintained in such a way as to be an annoyance or nuisance.
8. Only one single family residence shall be constructed on any subdivided lot of said property. Once any subdivided lot is conveyed by Declarant, their successor and or assigns, to a third party, that subdivided lot cannot be subdivided again.
9. All lot owners are required to be members of Brookhaven at North Hart Homeowners Association, Inc. (hereinafter the "Association") and are subject to the rules and regulations of said Association as set forth from time to time, including the payment of dues and assessments. The initial yearly dues shall be \$150.00. These dues are subject to change in accordance with the rules and regulations as set forth by the Association. Declarant shall maintain control of the Association until 90% of the Subdivision has been built out at which time control shall be turned over to the Association members in accordance with its rules and regulations.
10. No chain linked fence shall be constructed or placed on the above described property. All fences constructed or placed on the above described property shall be constructed of wood, metal or similar vinyl fencing materials. Privacy fences are to begin at the back of the home and shall not exceed the front of the home. Small decorative or picket fences may be added to the front part of the home but must be approved by the Association. Any fences shall be maintained and improved from time to time in a manner that will enhance the look of each lot and the subdivision as a whole.

11. Additional storage buildings and/or extra garages may be built but must be approved by the Association. No pole barns will be allowed.
12. Propane tanks shall be placed either below ground or enclosed inside of a decorative plank fence or similar enclosure.
13. These Restrictions shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their permitted respective heirs, successors, and or assigns. Declarant shall have the right to amend these Restrictions at any time until 90% of the subdivision has been built out at which time they can be amended or revoked by a majority of the lot owners of the property (each lot being entitled to one vote).
14. The Restrictions contained herein shall be deemed covenants running with the title to the land and shall be binding on any owner of the Property.
15. Lawns and landscaping shall be maintained and improved from time to time in a manner that will enhance the look of each lot and the subdivision as a whole.
16. Private pools are allowed provided that they meet all State and Local safety laws, rules and regulations. Private pools must be entirely fenced and must be located behind the home.
17. Any controversy or claim arising out of or relating to these Restrictions, with the exception of equitable relief which must be sought in a court of competent jurisdiction, shall be settled by arbitration as authorized by the laws of the State of Georgia, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Venue for any arbitration shall be Hart County, Georgia.
18. The rights and remedies granted to any party to these Restrictions in the event of default are cumulative, and the exercise of any right or remedy shall be without prejudice to the enforcement of any other right or remedy authorized by law or this Declaration.
19. No partial invalidity of these Restrictions shall affect the validity or enforceability of the remainder.

IN WITNESS WHEREOF, the parties hereto, have signed, sealed and executed this Declaration of Restrictive Covenants as of the day and year set forth above.

CALIFORNIA GIRLS LAND HOLDINGS, LLC

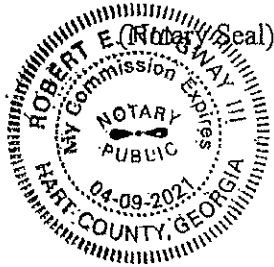
By: *Julie Mouchet* (SEAL)
Julie Mouchet, Sole Member

Signed, sealed and delivered in the presence of:

Janet Edgway
Unofficial Witness

[Signature]
Notary Public

My Commission Expires: 4/9/21



646

Exhibit A

All those tracts or parcels of land lying and being in the 1112th G.M. District, Hart County, Georgia, described as Lots 1-25 on a plat of survey for "California Girls Land Holdings, LLC" prepared by Land & Lake Surveying, P.C., Aaron P. Blomberg, Georgia Registered Land Surveyor, dated April 23, 2018, and being recorded in Plat Book 07318, Page 131 in the Office of the Clerk of Superior Court of Hart County, which said plat is hereby incorporated into this description by reference and made a part hereof.

The above-described property is the same property conveyed by Limited Warranty Deed dated December 14, 2017, from CWS Management Group Limited Liability Limited Partnership to California Girls Land Holdings, LLC, recorded in Deed Book 833, Pages 280-281, Hart County, Georgia, Deed Records.