

AFTER RECORDING,
PLEASE RETURN TO:

Beau Kaye & Associates, LLC
258 N. Broad Street
Winder, Georgia 30680

STATE OF GEORGIA
COUNTY OF BARROW

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SHOAL CREEK SUBDIVISION**

THIS DECLARATION, made on the date hereinafter set forth by BR Homes, LLC, a Georgia Limited Liability Company, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain of all of that tract or parcel of land described in Exhibit "A" attached hereto and made a part hereof by reference thereto.

WHEREAS, Declarant intends to build houses on lands, including the real property described above, and any contiguous property that may be acquired hereafter by Declarant to be known as Shoal Creek Subdivision (hereinafter sometimes referred to as the "Development").

NOW, THEREFORE, Declarant hereby declares that all of the properties above described and referenced above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
ENFORCEMENT**

Section 1. Right of Enforcement. This Declaration shall inure to the benefit of and shall be enforceable by (i) the Declarant so long as it is an Owner, and each owner of any Lot in the Shoal Creek Subdivision, its legal representatives, heirs, successors and assigns.

Section 2. Liability for Attorney's fees. Should the Declarant or any owner of any Lot or Lots in the Shoal Creek Subdivision file a lawsuit to enforce any of the conditions or covenants contained herein and should such party filing the lawsuit prevail, the party or parties against whom such lawsuit was filed shall be responsible for all reasonable attorney's fees and court costs incurred by the party filing such lawsuit to enforce any of the conditions or covenants set forth herein.

Section 3. No waiver. The failure of the Declarant or the Owner of any Lot, his or its respective legal representatives, heirs, successors and assigns, to enforce the conditions and covenants contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

ARTICLE II DURATION AND AMENDMENT

Section 1. Duration and Perpetuities.

(a) The provisions of these covenants shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law. Provided, however, so long as Georgia law limits to twenty (20) years the period during which covenants restricting lands to certain uses may run, any provisions of these Covenants affected thereby shall run with and bind the land for a period of twenty (20) years from the date these Covenants are filed for record in the Office of the Clerk of the Superior Court of Barrow County, Georgia, after which time such provisions shall be automatically extended, if permitted by law, for successive periods of ten (10) years, unless an Instrument, signed by at least seventy-five percent (75 %) of the then Owners of record and the holders of first mortgages on their Lots has been recorded in the Office of the Clerk of said Court, agreeing to terminate or change such provisions in whole or in part. Every purchaser or grantee of any interest in any portion of the Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the provisions of these Covenants may be extended and renewed as provided in this section.

(b) If any of the covenants, conditions, restrictions, easements or other provisions of these Covenants shall be unlawful, void or violable for violation of the Rule Against Perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the members of Declarant.

Section 2. Amendment. These Covenants may be amended unilaterally at any time and from time to time by Declarant (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 these Covenants, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, 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 these Covenants, or (iv) if such amendment is necessary to enable any governmental agency, such as the Federal Housing Administration, the

Veterans' Administration, or reputable private insurance company to insure mortgage loans on the Lots subject to these Covenants; provided any such amendment shall not adversely affect the title to any Owner's Lot, unless any such Owner so affected thereby shall consent thereto in writing. These Covenants may be amended at any time and from time to time by an agreement signed by at least seventy five (75%) percent of the Owners; provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant, if Declarant is the owner of any real property subject to these Covenants; and provided further, however, no amendment affecting the Declarant's right to add additional property shall be effective unless also signed by the Declarant. No amendment to the provisions of these Covenants shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record in the Office of the Clerk of the Superior Court of Madison County, Georgia. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subject to these Covenants, by acceptance of a deed or other conveyance therefor, thereby agrees that these Covenants may be amended as provided in this Section.

ARTICLE III CONDITIONS AND RESTRICTIONS

1. Lots shown shall be for single family private dwellings with no lot or structure being used for any type of business or commercial enterprise. No building shall be erected on any lot to be used as a school, church, or kindergarten.
2. No lot shall be subdivided such as to create an additional building lot.
3. No temporary house, shack, tent, or trailer shall be erected on any lot with the exception of a real estate sales trailer.
4. No residence shall be erected on any lot to have less than 1400 square feet of indoor heated area or such lesser amount as may, from time to time, be allowed or permitted by the local applicable building authority. No mobile homes or doublewide manufactured homes shall be allowed.
5. No relocated house to be moved onto the property.
6. No accumulation of discarded personal effects, debris, waste, garbage or other unsightly objects or matter will be permitted on any lot. All garbage cans shall be concealed from view of the street and neighboring property except on special days of scheduled pickup. All woodpiles shall be concealed from view of the street and neighboring property. Lot owners shall maintain lawns and landscaping to provide a neat appearance.
7. Exterior of houses shall be of brick veneer, stucco, vinyl or contemporary type siding. No exposed concrete block.

8. Lot owners must acquire written approval from the declarant of all house plans, site location, additions, outbuildings, (including any pet shelter) exterior finish, exterior color, and roof color prior to commencement of construction or modification.
9. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any lot, with the exception of dogs, cats or other usual and common household pets in reasonable number. No pets shall be kept, bred or maintained for any commercial purpose. There is a limit of four (4) dogs per household.
10. No exterior antennas of any kind, including without limitation, satellite dishes, shall be placed, allowed, or maintained upon any portion of the lot, without the prior written consent of the declarant. Satellite dishes being twenty five (25'') inches or smaller may be installed on rear of residence so as not to be visible from the street the house fronts.
11. No sign of any kind shall be erected on any lot except for reasonable and appropriate "For Sale" and "For Rent" signs relating to the lot or the house. Entry signs and fences, subdivision identification signs, and sale information signs erected by the Declarant or its agents are hereby excepted and exempt.
12. The term "vehicles" as used herein shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans and automobiles. Unless and except to the extent that the occupants of a lot shall have more vehicles than the number of parking areas serving their lot, all vehicles shall be parked within such parking areas on the Lot. Vehicles shall not be parked on the street for more than twenty-four (24) continuous hours. No inoperative vehicle shall remain on any lot for a period of longer than seven (7) days.
13. No motor homes, boats, trailers or recreational vehicles shall be parked closer to the street than the rear of the residence located on the lot. No such vehicle, including the outline of any such vehicle, shall be visible from the street.
14. No commercial vehicle larger than a pickup truck shall be parked on any street or on any lot overnight.
15. No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained closer to the street than the rear of the residence located on the lot. All fence types, material and color must be approved in writing by the declarant.
16. No window air-conditioning units may be installed that are visible to the street or neighboring property.
17. No swimming pool or above ground swimming pool shall be constructed, erected or maintained upon any lot without prior consent of the Declarant.
18. With the exception of the removable type of basketball goal, no basketball goal shall be placed closer to the street than the rear of the dwelling located on any lot. All removable basketball goals must be placed in the rear of the residence or in the garage overnight.

19. No vegetable garden, hammock, statuary or play equipment, (including, without limitation, basketball goals) may be located other than between the rear dwelling line and the rear lot line.
20. No exterior clotheslines of any type shall be permitted on any lot.
21. Home builders shall be responsible for implementation of and conformance with county soil erosion control ordinance during construction.
22. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
23. These covenants are in addition to any other restrictions or conditions imposed by the governmental authorities under their zoning ordinances and the specific conditions of approval as stated in zoning requirements.

MISCELLANEOUS

Section 1. No Reverter. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

Section 2. Severability. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

Section 3. Heading. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

Section 4. Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

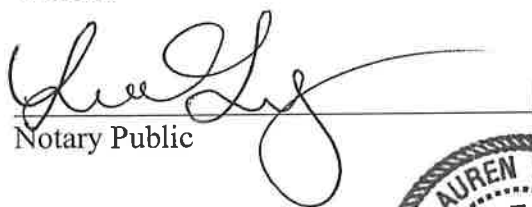
Section 5. No Liability. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every owner, by acceptance of a deed conveying a Lot acknowledges that Declarant shall have no such liability.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15th day of August 2018.

Signed, sealed, and delivered this
The 15th day of August 2018.



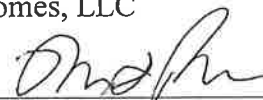
Witness



Notary Public

Declarant:

BR Homes, LLC

By:  (Seal)

William G. Brantley, Jr.,
Manager



Exhibit "A"

All that tract or parcel of land, lying and being in the 382nd GMD, Madison County, Georgia, and being more particularly described as Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34, of Shoal Creek Subdivision, Phase II, as shown on that plat entitled "Plat for: Calwood Properties, LLC", dated August 8, 2017, recorded in Plat Book 2018, Pages 81-82, in the Office of the Clerk of Madison County Superior Court, which said plat is incorporated herein by reference and made a part hereof for a more detailed description.

All that tract or parcel of land, lying and being in the 382nd GMD, Madison County, Georgia, and being more particularly described as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 of Shoal Creek Subdivision, Phase I, as shown on that plat entitled "Plat for: Calwood Properties, LLC", dated August 8, 2017, recorded in Plat Book 2017, Pages 124-125, in the Office of the Clerk of Madison County Superior Court, which said plat is incorporated herein by reference and made a part hereof for a more detailed description.