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PARTICIPANT ID: 1863363876  
CLERK: Frankie Gray  
Hart County, GA  
Cross-References: 1  
NOTE: PLT BK 7321 PGS 118-119 & PG 136

AFTER RECORDING,  
PLEASE RETURN TO:  
Beau Kaye & Associates, LLC  
258 N. Broad Street  
Winder, Georgia 30680

STATE OF GEORGIA

COUNTY OF BARROW

Cross Reference to: Plat Book 7321, Pages 118-119 and Plat Book 7321, Page 136, Hart County, Georgia records.

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
LIBERTY ESTATES**

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

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located as follows;

All that tract or parcel of land lying and being in the 1112nd GMD, Hart County, Georgia and being designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 of Liberty Estates, Phase I, as shown on that plat of survey entitled "Boundary Survey for Aldaweta, Inc.", dated March 26, 2021, prepared by Smith Planning Group, certified by Aaron P. Blomberg, Georgia Registered Land Surveyor No. 3100, and being of record in Plat Book 7321, Pages 118-119, Hart County, Georgia records; which plat and the recording thereof are herein incorporated for a more complete description.

All that tract or parcel of land lying and being in the 1112nd GMD Hart County, Georgia, and being designated as Lots 1, 2, 3, 4 and 5 of Liberty Estates, Phase II, as shown on that plat of survey entitled "Boundary Survey for Alaweta, Inc." dated March 12, 2021, prepared by Smith Planning Group, certified by Aaron P. Blomberg, Georgia Registered Land Surveyor No. 3100, and being recorded at Plat Book 7321, Page 136, Hart County, Georgia; which plat and the recording thereof of are incorporated herein by reference for a more complete description.

WHEREAS, Declarant intends to build houses on lands, including the real property described above, and any contiguous property that may acquired hereafter by Declarant and/or any of the parties whose signatures are affixed hereto, a residential development to be known as

Liberty Estates (hereinafter sometimes referred to as the "Development"). Declarant, its successors and assigns, intends to build residential housing on land contiguous to and/or located within 3,000 feet from the land depicted on the aforesaid recorded Plat and subject such contiguous lands to these Covenants, Conditions and Restrictions

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 on Liberty Estates, and their 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 Liberty Estates 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 Hart 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 Hart 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, daycare 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.
4. No mobile homes or doublewide manufactured homes shall be allowed.
5. No residence shall be erected on any lot to have less than 1,400 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.
6. No relocated house to be moved onto the property.
7. 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.
8. Exterior of houses shall be of brick, stone, stucco or masonry siding, or any combination thereof. No exposed concrete block.
9. With respect to all additions and outbuildings (including any pet shelter) the exterior finish, exterior color, and roof color must be consistent with color and style of the residence.
10. No sign of any kind shall be erected on any lot except for reasonable and appropriate "For Sale" 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.
11. 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.

12. No motor homes, inoperative vehicle, 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.
13. 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. All fencing from the rear of the dwelling must be of wood, black vinyl, or chain link.
14. No window air-conditioning units may be installed that are visible to the street or neighboring property.
15. All swimming pools must be constructed, erected and maintained at the rear of the residence.
16. 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.
17. 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.
18. No livestock or pets of any kind are allowed outside of any house, except for dogs, cats, rabbits, and no more than ten (10) hens. All dogs, cats, rabbits, and chickens must be contained on the Lot of the respective owner or on a leash. No dogs or cats shall be permitted to run at large. No commercial breeding or boarding of animals shall be permitted on any lot. There shall be no kennels.

#### 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.

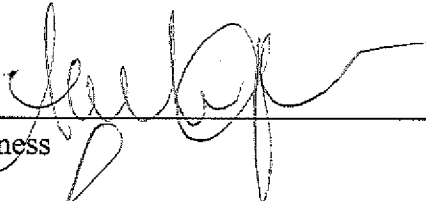
Section 3. Heading. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.


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.

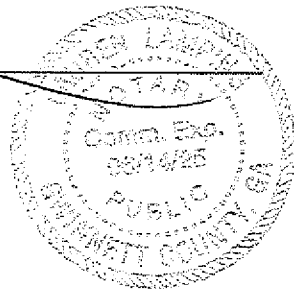
Section 5. No Liability. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration 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 16<sup>th</sup> day of September 2022.

Signed, sealed, and delivered this  
the 16<sup>th</sup> day of September 2022.

  
\_\_\_\_\_  
Witness

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



Declarant:

BR Homes, LLC

By:  (Seal)

Michelle Kaye, Attorney in Fact  
P.O. Box 927  
Statham, Georgia 30666