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STATE OF GEORGIA
COUNTY OF HART

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this ____ day of June, 2023, by **California Girls Land Holdings, LLC** of 268 East Howell St., Hartwell, GA 30643, hereinafter referred to as “Declarant.” Declarant shall mean and refer to California Girls Land Holdings, LLC, a Georgia limited liability company, and such of its successors-in-title who shall: (a) acquire from a predecessor “Declarant” all or any portion of the real property described in Exhibit “A” attached hereto and incorporated herein by this reference for the purpose of development or sale; and (b) be designated as Declarant in the deed of transfer by which such successors-in-title shall so acquire its interest in such real property, or by written assignment of Declarant rights in an instrument recorded in the Official Records. In all events, there shall be only one “Declarant” at any one time, and in no event shall more than one (1) Person have the right to exercise the power and authority of “Declarant” at any one time.

WHEREAS, Declarant is the owner of certain real property known as South Pointe at Lake Hartwell Subdivision and being 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 of the property 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 hereby establishes, promulgates and declares the following restrictive covenants:

1. All homes constructed on any lot must have a minimum of 1800 square feet of heated floor space under the roof of the home.

2. Only one single family residence shall be constructed on any subdivided lot of said property. A smaller pool house or guest house may be constructed with the single family residence but must match the style and architecture of the home constructed on the lot. Once any subdivided lot is conveyed by Declarant, their successor and or assigns, to a third party, that subdivided lot cannot be subdivided again.
3. No modular, prefab or mobile homes of any kind shall be placed on the property.
4. No concrete block home, garage or additional structure shall be constructed on the property, except that concrete block may be used in the construction of a basement or foundation, provided same is veneered with a suitable material. Exteriors of all homes, garages or additional structures constructed on the property, excluding roofs, shall be brick, cement siding, PVC siding, cedar or like materials. No vinyl siding.
5. No chain linked fence shall be constructed or placed on the property.
6. All homes, garages or additional structures shall be constructed with new building materials except where accenting with used materials for architectural or ascetic purposes.
7. Garages and any additional structures must match the style and architecture of the home constructed on a lot.
8. A purchaser of any lot never has to build on the property they purchase. However, once building has begun, completion must be within one year. However, each lot owner shall cut and mow any grass on the lot on a regular basis, keep the lot free of weeds and debris, and otherwise maintain the lot to the standards set by the Association regarding the maintenance of Subdivision lots.
9. Campers, Motor Homes and RV's may not be placed and set up to live in on the property. Campers, Motor Homes and RV's may be stored on the property provided they are stored in an enclosed covered garage that matches the style and architecture of the home constructed on the lot.
10. All driveways must have a concrete apron and an improved surface of asphalt or concrete upon the completion of the primary dwelling.
11. No animals, livestock, swine, poultry of any kind shall be raised, bred, or kept on the 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.
12. The property shall be used for residential purposes only.

13. These restrictive covenants contained herein shall be deemed covenants running with the title to the land and shall be binding on any owner of the property.
14. The location of a Community Boat Dock has been verbally approved by the U.S. Army Corp of Engineers and Declarant. Any changes to any dock position must be approved by the Corp of Engineers and the Declarant. Once all the lots are sold by the Declarant, the Corp of Engineers will have final approval on any future dock placement and permits.
15. Each lot owner shall be entitled to the use of one individual boat slip on the Community Boat Dock. The Community Boat Dock shall be owned and maintained by the Association as Common Property. The Association, acting through its Board of Directors, shall have the right and authority, in addition to, and not in limitation of, all other rights it may have, to assign boat slips and make and to enforce reasonable rules and regulations governing the use of the Community Boat Dock. Any boats or watercraft kept or stored in an assigned boat slip must be insured by and registered in the name of the lot owner assigned to that slip. The Association and the Declarant shall not be responsible for any loss or damage to boats, watercraft or personal property kept or stored in the Community Boat Dock. Walkways on the Community Boat Dock must be clear of any personal belongings so as to not impede access to the individual slips. Any construction, maintenance and use of the Community Boat Dock is subject to any and all approvals necessary from the Corp. of Engineers and subject to its rules and regulations under the Lake Hartwell Shoreline Management Plan.
16. Declarant hereby grants, conveys, declares, creates, imposes, and establishes, a perpetual, nonexclusive right-of-way easement for ingress and egress over and across the 0.892 acre tract designated at "Common Area #1" as more particularly shown in the survey referenced in Exhibit A attached hereto for golf cart and pedestrian access to the Common Area and Community Boat Dock. The right-of-way easement herein granted shall permit joint usage of such easement by (a) the Lot Owners and Occupants, (b) the legal representatives, successors and assigns of the Lot Owners, and (c) invitees and licensees of the Lot Owners and Occupants.
17. All lot owners are required to be members of South Pointe At Lake Hartwell Homeowners Association, Inc. (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. Every Person who is the record owner of a fee interest in any lot is subject to this Declaration and shall automatically be a member in the Association. Membership shall not include Persons who hold a security interest only and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per lot. In the event of multiple Owners of a lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall go along with and may not be separated from ownership of any lot. Members shall be entitled to one (1) equal vote for each lot owned. When more than one (1) Person holds an ownership interest in any lot, the vote for such lot shall be cast as those Owners decide and instruct the Association's secretary prior to any meeting. If the Association's secretary is not instructed, the lot's

vote shall be suspended in the event more than one (1) Owner of a lot attempts to cast it. If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after they become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of this Declaration, the Bylaws, and Georgia law, including reasonable attorneys' fees actually incurred, and suspend the Owner and/or Occupant's right to vote and/or use the Common Property, including the right to use the Community Boat Dock.

18. The initial fee to join the Association shall be \$1,200.00 and yearly dues shall be \$550.00. These fees 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 built out at which time control shall be turned over to the Association members in accordance with its rules and regulations.
19. All building plans for all primary and secondary structures must be approved by the Declarant. Once 90% of the homes are constructed within the subdivision, all building plans for all primary and secondary structures must be approved by the Board of Directors of The Association or any Architectural Review Board established by The Association.
20. Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association, and the property shall be Common Property to be maintained by the Association for the benefit of all or a part of its members. Common Property shall mean any and all real and personal property and easements and other interests, together with the facilities and improvements, now or in the future owned by the Association, including but not limited to, all landscape and grassy areas not included in a lot, all roads, alleys, driveways, sidewalks and other concrete and paved areas not included in a lot, all personal property of the Association in any of these areas, and a Community Boat Dock for the benefit of the lot owners. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of the Community Boat Dock and all landscaping, fencing, paving and other improvements located on the Common Property. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.
21. All lot owners shall pay their pro-rata share for the maintenance of the private road designated as "Proposed R/W" as more particularly shown in the survey referenced in Exhibit A attached hereto until such time as the private road may be accepted as a county road. The Association shall have the right to promulgate Rules and Regulations pertaining to the use of all roads and parking within the Community. The term "vehicles" as used in this Section shall include without limitation automobiles, trucks, boats, watercraft, trailers, motorcycles scooters, campers, vans, mobile homes and recreational vehicles. Parking is only permitted in garages, driveways exclusively serving a

Residence, and other areas, if any, designated by the Board. Owners shall not have the right to park in areas of the Community other than garages and driveways exclusively serving a Residence without the written approval of the Board.

22. A residence on a lot may be leased or rented only in its entirety and for a minimum of a 30-day consecutive term. No short-term rentals are allowed. No fraction or apportion of a residence may be leased or rented. All tenants shall comply with all provisions of this Declaration and any rules established by The Association. The lot owner shall be responsible for all violations of this Declaration and any rules established by The Association by such tenants, notwithstanding the fact that such tenants are and may be sanctioned for any such violation.
23. Enforcement by a lot owner, the Declarant or The Association shall be by proceedings at law or in equity, either to restrain violation or to recover damages against any person or persons violating or attempting to violate any covenant, condition, reservation or restriction herein. Failure to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so or to claim damages, therefore. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
24. Declarant shall have the right to amend these Restrictions at any time until all lots are sold by the Declarant. Once all the lots are sold by the Declarant, these Restrictions can be amended or revoked by a majority of the lot owners of the property (each lot being entitled to one vote).

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

CALIFORNIA GIRLS LAND HOLDINGS, LLC

By: _____ (SEAL)
Julie Mouchet, Sole Member

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

(Notary Seal)

Exhibit A

All those lots, tracts or parcels of land lying and being in the 1119th G.M. District of Hart County, Georgia, designated as **Lot 1**, containing 0.520 acres, more or less, **Lot 2**, containing 0.522 acres, more or less, **Lot 3**, containing 0.522 acres, more or less, **Lot 4**, containing 0.522 acres, more or less, **Lot 5**, containing 0.500 acres, more or less, **Lot 6**, containing 0.637 acres, more or less, **Lot 7**, containing 0.500 acres, more or less, **Lot 8**, containing 0.539 acres, more or less, **Lot 9**, containing 0.587 acres, more or less, **Lot 10**, containing 0.602 acres, more or less, **Lot 11**, containing 0.517 acres, more or less, **Lot 12**, containing 0.500 acres, more or less, **Lot 13**, containing 0.591 acres, more or less, **Lot 14**, containing 0.623 acres, more or less, **Lot 15**, containing 0.574 acres, more or less, **Lot 16**, containing 0.500 acres, more or less, **Lot 17**, containing 0.500 acres, more or less, **Lot 18**, containing 0.500 acres, more or less, **Lot 19**, containing 0.500 acres, more or less, **Lot 20**, containing 0.569 acres, more or less, **Common Area #1** containing 0.892 acres, more or less, **Common Area #2**, containing 0.005 acres, more or less, **Common Area #3**, containing 0.005 acres, more or less, **Common Area #4**, containing 0.016 acres, more or less, and **Proposed R/W** containing 1.213 acres, more or less, and being more particularly shown and described as to boundaries, courses, and distance on a survey for California Girls Land Holdings, LLC dated May 18, 2023, by Smith Planning Group, Aaron P. Blomberg, Georgia Registered Land Surveyor, recorded in Plat Book 7323, Page 96, in the Office of the Clerk of Superior Court of Hart County, Georgia, which plat is hereby incorporated into this description by reference and made a part hereof.

THIS CONVEYANCE is made subject to all zoning ordinances, easements, rights of way for public roads and public utilities and any restrictions of record.

This is a portion of the property conveyed in a Limited Warranty Deed dated April 7, 2022 from Barbara Gail White f/k/a Barbara A. Milford a/k/a Barbara Gail Milford to California Girls Land Holdings, LLC, recorded in Deed Book 971, Pages 595-596 in the Office of the Clerk of Superior Court of Hart County, Georgia.