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STATE OF GEORGIA  
COUNTY OF HART

**DECLARATION OF RESTRICTIVE COVENANTS**

**THIS DECLARATION OF RESTRICTIVE COVENANTS** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by **Beacon Shores, LLC** of 268 East Howell St., Hartwell, GA 30643, hereinafter referred to as "Declarant."

**WHEREAS, Declarant** is the owner of certain real property described in Exhibit A; 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 does hereby set up, establish, promulgate and declare the following restrictive covenants.

1. All homes constructed on any lot must have a minimum of 1200 square feet under the roof of the home.
2. 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.
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 above-described 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 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.
9. Campers, Motor Homes and RV's may not be placed and set up to live in as a primary residence on the above-described property, with the exception of while a dwelling is being constructed within the one-year completion deadline. Campers, Motor Homes and RV's may be used on the property for a maximum of 4 weeks during any calendar year and may be stored on the property provided they are stored under cover.
10. All driveways must have a concrete apron and an improved surface of either gravel, rock, 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. Enforcement by lot owners or the Declarant 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.
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 locations of the docks for each lot have been verbally approved by the Corp of Engineers and Declarant. Any changes to the dock positions must be approved by the Corp of Engineers and the Declarant prior to the docks being permitted. 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. All building plans for all primary and secondary structures must be approved by the Declarant. Once 100% of the homes are constructed within the subdivision, this provision shall expire.
16. Declarant shall have the right to amend these Restrictions at any time. 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.

BEACON SHORES, LLC

By: \_\_\_\_\_ (SEAL)  
Julie Mouchet, Manager

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(Notary Seal)