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**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR BRADSHAW GLEN SUBDIVISION**

**THIS DECLARATION**, made on the date hereinafter set forth by **E. CHEROKEE/WATERS, LLC**, a Georgia limited liability company (hereinafter referred to as "Declarant").

**WITNESSETH**

**WHEREAS**, Declarant is the owner of certain property in Cherokee County, Georgia, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, and Declarant desires to subject such property to the provisions of this Declaration and to have constructed a residential community; and

**WHEREAS**, Declarant has deemed it desirable, for the efficient preservation of the values in Bradshaw Glen Subdivision, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the common area, including, but not limited to, the amenities area and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

**WHEREAS**, Declarant desires to provide for the preservation and enhancement of the property values in Bradshaw Glen Subdivision, and for the maintenance of property and improvements thereon, and to this end desires to subject the property described in Exhibit "A" to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of the Property; and

**WHEREAS**, Declarant will cause to be incorporated under the laws of the State of Georgia the Bradshaw Glen Homeowners Association, Inc., a non-profit corporation, for the purpose of exercising the aforesaid functions.

**NOW, THEREFORE**, except as specifically set forth herein, Declarant hereby declares that all of the properties described in Exhibit "A" 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 DEFINITIONS

Section 1. "Additional Property" shall mean and refer to the additional property which may be added to the Property and made subject to this Declaration pursuant to Article VIII hereof.

Section 2. "Architectural Control Committee" or "ACC" shall mean and refer to the Declarant, or any persons named by the Declarant until all lots in Bradshaw Glen Subdivision have been fully developed with permanent improvements constructed thereon and sold to a permanent resident. When all lots have been fully developed with permanent improvements constructed thereon and sold to a permanent resident, the Declarant shall no longer be the ACC, and the Association shall take control of the ACC.

Section 3. "Association" shall mean and refer to Bradshaw Glen Homeowners Association, Inc., its successors and assigns.

Section 4. "Board" shall mean and refer to the Board of Directors of the Association.

Section 5. "Common Area" shall mean all real and personal property now or hereafter conveyed to the Association by the Declarant, in its sole discretion, for the common use and enjoyment of the Owners.

Section 6. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration and the By-laws and Articles of Incorporation of the Association.

Section 7. "Declarant" shall mean and refer to E. Cherokee/Waters, LLC, its successors and assigns if such successors or assigns, if said successors or assigns are named as Declarant by E. Cherokee/Waters, LLC in a written Amendment to this Declaration which has been executed and duly recorded by Declarant.

Section 8. "Declaration" shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

Section 9. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot which is part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 12. "Property or Properties" shall mean and refer to that certain real property described on the plat for Bradshaw Glen Subdivision recorded in Records of Cherokee County, Georgia.

Section 13. "Structure" shall mean and refer to:

(i) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

(ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and

(iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section applies to such change.

## ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

Section 1. Purpose, Powers and Duties of the Architectural Control Committee

(a) Architectural Control Committee shall consist of the Declarant, or any persons named by the Declarant until all lots in Bradshaw Glen Subdivision have been fully developed with permanent improvements constructed thereon and sold to a permanent resident. When all lots have been fully developed with permanent improvements constructed thereon and sold to a permanent resident, the Declarant shall no longer be the ACC, and the Association shall take control of the ACC. When the power to name the Architectural Control Committee shall have been turned over to the Association, then the Board of Directors of the Association shall name three members to serve as the Architectural Control Committee, with a majority vote being required to act. The majority of the Architectural Control committee may designate a representative to act for it. Neither the members of the Architectural Control Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this instrument.

(b) The purpose of the Architectural Control Committee is to assure that the installation, construction, or alteration of any Structure on any Lot is in accordance with the standards determined by the Architectural Control Committee. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any structure on any Lot. The Architectural Control Committee is hereby authorized to promulgate from time to time written architectural standards, policies, and guidelines governing the construction, location, landscaping, and design of improvements, the contents of submissions of plans and specifications, and other information required to evidence compliance with and obtain approval pursuant to this Article. Any such Standards published by the Architectural Control Committee shall be binding and enforceable on all Owners with respect to all improvements in Bradshaw Glen Subdivision