

LAW OFFICES OF
STELL, SMITH & MATTISON, PC

P.O. Box 644
Winder, GA 30680
770-867-7431
FAX 770-867-7599

JOHN E. STELL, JR.
TIMOTHY B. SMITH
KENNETH A. MATTISON

BR Homes, LLC
P.O. Box 927
Statham, GA 30666

Dear BR Homes, LLC:

RE: Property - Lots 1-17 Kaydence Springs, Colbert, GA 30628
Our File #R19-7830

Enclosed please find the following document(s) in reference to the above:

Original recorded Warranty Deed, Quitclaim Deed, Protective Covenants, Assignment of Declarant's Rights; Power of Attorney and copy of Owner's title insurance policy

Please keep the enclosed in a secure place. If we can be of further assistance, please contact us.

Sincerely,

STELL, SMITH & MATTISON, PC

By: _____
For the Firm

Enclosure

RECORDED

Deed Doc QCD
Recorded 10/17/2019 10:05AM
Georgia Transfer Tax Paid : \$0.00

KATIE CROSS
Clerk Superior Court, MADISON County, Ga.
0952019007960
EX 01818 Pg 0135

Return Recorded Document to:
STELL, SMITH & MATTISON, P.C.
P.O. Box 644
Winder, GA 30680
File #: R19-7830-BR Homes, LLC

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF BARROW

THIS INDENTURE, Made the 11th day of October, 2019, between Capital Resource Management LLC of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and BR Homes, LLC of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that : Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee,

All that tract or parcel of land containing 18.46 acres, together with all improvements thereon, situate, lying and being in the 382nd District G.M. of Madison County, Georgia, lying on the east side of the Diamond Hill-Colbert Road No. 228 and being more particularly shown and designated as Tract 1-B on a plat prepared by James M. Paul, Registered Surveyor, dated May 5, 1980, recorded in Plat Book 19, page 336, Madison County Superior Court Records, which plat and record are by reference incorporated herein.

Subject to easements and restrictions of record affecting herein described property.

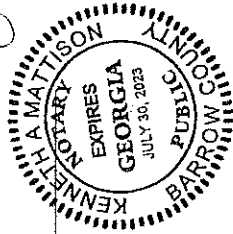
TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of.

Susan M. Mulrooney
(Unofficial witness)

(Notary Public)



Capital Resource Management LLC

[Signature]
Jimmy E. Pridgen, Jr., Manager
(Seal)

RECORDED

Dec 17
Recorded 10/17/2019 10:05AM
Georgia Transfer Tax Paid : \$395.00

KATHIE CROSS
Clerk Superior Court, MADISON County, Ga
0952019007959
EK 01818 Pg 0134

Return Recorded Document to:
STELL, SMITH & MATTISON, P.C.
P.O. Box 644
Winder, GA 30680
FILE #: R19-7830 - BR Homes, LLC

LIMITED
WARRANTY DEED

STATE OF GEORGIA
COUNTY OF BARROW

THIS INDENTURE made this 11th day of October, 2019, between Capital Resource Management LLC of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and BR Homes, LLC as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

All that tract or parcel of land lying and being in the 382nd District G.M., State of Georgia, County of Madison, being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of Kaydence Springs and being more particularly described and delineated according to a plat and survey prepared by Ingram, Lord & Associates Land Surveying and Planning, certified by Barry D. Lord, Georgia Registered Surveyor No. 2641, dated August 12, 2019, entitled "Kaydence Springs," said plat being of record in the Office of the Clerk of Superior Court for Madison County, Georgia in Plat Book 2019, page 148; which said plat and the recording thereof are by reference hereto incorporated herein for a more complete and detailed description.

This Deed is given subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in presence of:

Jessica M. Mulrow
Witness
Notary Public
[Notary Seal]
KATHIE CROSS
NOTARY PUBLIC
EXPRES
GEORGIA
JULY 30, 2023
BARROW COUNTY

Jimmy E. Priddy, Jr.
Jimmy E. Priddy, Jr., Manager
Capital Resource Management LLC
(SEAL)

KATHY CROSS

Clerk Superior Court, MADISON County, Ga.
0952019007961

Bk 01818 Pg 0136-0143

Kathy Cross
Stell, Smith & Mattison, P.C.
P.O. Box 644
Winder, GA 30680

"KAYDENCE SPRINGS"

DECLARATION OF PROTECTIVE COVENANTS

STATE OF GEORGIA
COUNTY OF MADISON

THIS DECLARATION OF PROTECTIVE COVENANTS made and published this 11th day of October, 2019, by Capital Resource Management LLC, the developer.

WITNESSETH:

WHEREAS, Capital Resource Management LLC, the "Declarant" of a subdivision in the county of Madison and state of Georgia, known as "Kaydence Springs Subdivision," the same being a subdivision of all those certain lots, tracts or parcels of land, situated, lying and being in Madison County, Georgia, and shown and delineated by a plat of survey of the same prepared by Foothills Land Design LLC, registered surveyors, prepared for Capital Resource Management LLC as Phase I with said plats being recorded in Bk 02019, Page 0148, in the Madison County, Georgia Plat Records.

WHEREAS, it is in the best interest, benefit and advantage of the Declarant and every person who shall hereafter purchase and acquire any lot in said subdivision, that certain protective covenants governing and regulating the use and occupancy of the same be established, fixed, set forth and declared as covenants running with the land. Furthermore, any and all land within said subdivision and any structures built thereon shall be subject to and in compliance with the regulations, restrictions and building codes of the Madison County Government in addition to any and all other applicable regulations or laws imposed by the county, state or federal governing authorities.

THEREFORE, Declarant does hereby adopt the following covenants, restrictions, rules and standards:

1. **LAND USE:** All the lots in said subdivision shall be used solely as residential lots. No primary structure shall be erected or placed on any residential building lot other than those hereinafter

provided, specifically, one (1) single-family site built house per lot. Single family is defined, as a house that is occupied by persons related by blood or marriage and that no such family shall consist of over ten (10) persons. Erection of an outbuilding, garage or carport is not permitted without advance written approval of the developer, and if approved, said structure shall be consistent and harmonious with the style, design, materials and construction of the residential dwelling on said lot. Structure, location and design must be pre-approved by developer. Neither a temporary nor permanent residence shall be established on any lot in a basement, tent, camper, travel-trailer, structure moved from another location, garage, barn, recreational vehicle, nor any other structure not having advance written approval of the developer. Only one residential structure shall be placed on each lot. The erection or placement of any structure designed primarily or intended for rental purposes is prohibited.

2. **DWELLINGS:** Houses must be site built with the concrete foundations. No building shall be erected, placed or altered on any lot unless the design and location on the lot conforms to and is in harmony with the character and design of the existing structures with-in the subdivision and with the advance written approval of the Declarant. The Declarant has sole approval and authority regarding all aspects of construction and development within the subdivision and including but not limited to the approval of construction plans and specifications as to design, quality of workmanship, materials and harmony of external design with the existing structures with respect to topography and finish grade elevations. Declarant reserves the right to reject any plans or requests that in his opinion does not meet the character, theme and motif of the subdivision. Any structure built, erected, or caused to be placed on any lot or property within the community without the advance written approval of the Declarant shall constitute a breach and violation of these covenants. If a violation occurs and the cause of said breach is not removed or cured within ten (10) days after receiving notice by certified mail from Declarant specifying said covenant violations, then Declarant may, in addition to other remedies available to Declarant under Georgia Law, proceed to remove the object or structure causing said breach, with the property owners being held solely responsible for any and all cost and liabilities associated with same.

3. **DWELLING SIZE:** The minimum square foot requirements described below are for heated areas and are exclusive of porches, carports, garages, basements, patios and similar items of construction. Blockhouses, underground homes, log homes, houses on poles and igloo shaped houses are not permitted.

(a) One (1) Story Structure: No dwelling shall be erected on any lot where the ground area shall be less than 1600 square feet of heated area.

(b) Two (2) Story Structure: No dwelling shall be erected on any lot in said subdivision where the ground area thereof shall be less than 1300 square feet of heated area and not less than 1800 square feet of total heated area.

4. **DWELLING EXTERIORS:** Whites and natural earth tones are the preferred colors. No bright or odd colors are permissible. No unfinished surfaces allowed. Block foundations are to be finished, stucco or painted. No metal roofs without written approval of Declarant. All curtains visible from the street must be natural or subdued colors and all roofs shall be a minimum five/twelve (5/12) roof

pitch. Vinyl siding shall be prohibited; provided, however that vinyl windows and trim features such as soffits and fascia shall be allowed.

5. **SITE LOCATION:** Houses must be placed on lots in a uniform manner facing the road with positioning and distances from all property lines to be approved by Declarant. Declarant must approve driveway design and location. All buildings, driveways and landscaping shall be placed, if possible, so that the existing trees will be preserved.
- (a) Each lot shall have a minimum front yard setback of fifteen feet (15’).
 - (b) There shall be a 20’ buffer within the 20 foot rear yard setback along the boundary line where the houses abut improved tracts to the north and south containing existing residences. Except for fences and walls, there shall be no accessory structures within the setback and/or buffer.
 - (c) On the eastern boundary of the property, there shall be a 30 foot undisturbed buffer.

6. **LANDSCAPING:** Front yards of all homes are to have a professional landscaped appearance and be composed of grass, shrubbery, pine needles and / or naturally wooded. On lots with no trees in the front yard, a minimum of two (2) trees at least five (5) feet in height must be planted as part of the front yard landscape plan. Side and rear yards to be landscaped also. No stumps are to be left above ground level. Building debris (stumps, etc.) shall be removed before occupancy. Driveways are to be concrete or asphalt as approved by the Declarant.

7. **SUBDIVISION GUIDELINES:**

- (a) Houses and landscape must be attractively maintained.
- (b) Vegetable or flower gardens must be in the rear of the home and not visible from the street.
- (c) No gates, columns, walls or fences shall be placed along the front or sides of any lot in such a way that said object is closer to the street than the dwelling, unless prior approval from Declarant. All other fences visible from the road, except those of wood or vinyl construction, shall be screened with shrubbery so as not to be visible from the street.
- (d) No animals shall be kept on any lot other than usual household pets such as cats or dogs. No farm animals, poultry or poultry houses. Pets must be maintained and restrained at all times, either inside the home, in a fenced area behind the home or on a leash if the pet is being walked outside the home fenced area or within the common areas of the community. No pets shall be allowed to roam freely on any lot or through the community.
- (e) All playground equipment, swimming pools, pet enclosures, basketball goals, woodpiles, lawn furniture, or the like, shall be placed in the rear of the dwelling so as not to be visible from the street.
- (f) No satellite receiver or reception dish larger than (21) inches shall be erected or installed on any lot and said dish must be installed and mounted in the rear of the residential structure and must not be visible from the front of the structure or the street (See paragraph (9) below).

- (g) No all Terrain Vehicles, four wheelers, go-carts, mini bikes, or the like are to be operated on the subdivision streets or on the common areas of the development.
- (h) No outside clotheslines.
- (i) No exposed above ground tanks of any kind shall be permitted for the storage of fuel, waste or other uses. Tanks must be buried in a Declarant-approved site or hidden from view in a Declarant-approved enclosure.
- (j) Trash must be placed in Declarant approved closed containers in the rear of the home. It is the lot owner's responsibility to dispose of all trash promptly and to remove any unsightly items from the property.
- (k) No junk, damaged or inoperable cars or vehicles of any nature shall be placed on any lot and all vehicles within the community must display a current tag and decal. All cars and vehicles must be parked in driveways or garages and not in yards or roadways. Any vehicle, whether self-propelled or not, must be parked in such a manner that it is not nor does it become a nuisance visually, aesthetically, or otherwise. Parking vehicles along public road right of ways bordering subdivision lots is prohibited. No cargo or storage trailers of any type or nature may be parked on any lot, temporarily or otherwise, without written permission of developer. No commercial vehicles, trucks or buses, automobiles with graffiti, or odd / bright colors to be parked on any lot or in the subdivision. No major repairs or servicing is to be performed on any vehicle on any lot or roadway within the community.
- (l) No business signs or permanent signs of any nature are permitted or allowed on any lot. With Declarant's advanced written approval, provisions will be made for temporary real estate sign placement when said property is marketed "For Sale"
- (m) All homeowners are required to file for homestead exemption with the Madison County Tax Office.
- (n) It is the intent of these protective covenants to provide a subdivision of high quality standards. Any situation or conflict that may arise, which is considered not to be in harmony with the intent and purpose of these covenants, shall be considered a violation. The Declarant's opinion regarding any situation or conflict shall govern and will be final.
- (o) No exterior television or radio antennas.
- (p) No noxious or offensive activities shall be allowed upon any lot, nor shall anything be done thereon, which may be or may become an annoyance or nuisance to adjoining lot owners and or the community.
- (q) Any detention facilities shall be maintained by the Developer. Performance and maintenance bonds shall be provided by the developer to Madison County and maintained and renewed according to current (May 2017) Madison County subdivision regulations. The Home Owners' Association shall take control of maintenance at the end of developers bond period

and maintain thereafter. Common area shall be deeded directly into Home Owners Association at closing between Developer and Declarant.

8. **MAILBOXES:** Mailboxes must conform to the design as established by the Declarant.
9. **SATELLITE DISHES:** Site location for a satellite dish or antenna system shall be in the rear of the residential structure, being not less than fifty (50) feet from the back or side lines.
10. **RESUBDIVISION OF LOTS:** No residential lot shall be resubdivided into building plots of lesser size than the original lot, except that part of a lot may be sold to the owner of the adjoining lot if approved by the Declarant. In which event, the part sold shall thereafter be considered a part of such adjoining lot. No lot to be sold or easements or access across a lot in subdivision shall be given to an owner of any adjoining property not in said subdivision without the approval of the Declarant.
11. **OFFENSIVE TRADE:** No noxious or offensive trade shall be carried on or upon any lot and nothing shall be done thereon which may be or become an annoyance or nuisance to the community.
12. **COMMON AREAS:** The Declarant, or its successor in interest, may form a homeowners association and deed all common areas to the homeowners association of Kaydence Springs. If so formed, the Homeowners Association shall be responsible and liable for the maintenance of all the common areas including but not limited to the entrances and exit ways, sidewalks, lake, running trails, playgrounds, parks, or other community amenities that may be added to the development from time to time. Furthermore, the Declarant and later the Homeowners Association, may contract for needed community services, (i.e., garbage pickup and removal services, etc.) on behalf of the entire community in order to provide the best available service and price, whereby, the lot owners shall be jointly liable and responsible for the cost of said services. The developer, Declarant, their heirs, successors, assigns, or grantees are hereby relieved from any and all liability of any type or any cause of action of any kind or nature whatsoever arising from, relating to or as a result of, the use or misuse of the common areas and or the provided amenities. The Declarant, its successors or assigns, shall determine the amount of and collect the annual Assessment Fee shall for all owners of lots within the development, said fee to cover cost of maintenance or repairs to the common areas and amenities, and of providing community services to the subdivision. Said Assessment Fee shall initially be \$250.00 per year per lot, and may be changed on an annual basis by the Declarant, its successors or assigns. A late fee of \$25.00 may be charged for each assessment if payment of the assessment is more than 30 days past due, as measured from the initial due date of each assessment or from the first written correspondence from Homeowners Association to lot owner notifying same of each assessment, whichever is the latest to occur. Any lot owner that does not pay an assessment or late fee within 30 days of the due date shall be liable for reasonable attorney's fees, court costs, and any associated collection fees incurred. Declarant may perform the duties under this paragraph for as long as they own land or are developing land or are maintaining common areas, entranceways, or rights of ways within the subdivision or collecting assessment or service fees for the subdivision. Homeowners association or property owners association has been duly established under Georgia law.
13. **OPEN SPACE:** Kaydence Springs is an open space subdivision. The open space is an integral part

of each lot in the subdivision and title or interest to it may not be conveyed separately. The open space will not be subdivided, however, the Open Space shall be conveyed to the Homeowners Association, subject to the regulation governing open space as established in the Madison County Zoning Ordinance and subject to the prorated share of taxation.

14. **LAKES & PONDS:** The owner of any “waters edge” lot within the community shall have the right of use and enjoyment of the body of water touching their lot and said right shall be in common with the other “waters edge” lot owners surrounding that particular body of water.
15. **INDEMNIFY:** The failure by the Declarant to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so hereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Declarant.
16. **SEVERABILITY:** Invalidation of any one or more of these covenants by a judgment of any court having jurisdiction shall in no way affect or impede any of the other provisions herein contained, and such other provisions and protective covenants shall remain in full force and effect.
17. **AMENDMENTS:** These covenants may be amended by the Declarant, or their assigns from time to time as deemed necessary, so long as developer owns a lot in the subdivision and/or as long as it is managing or developing the subdivision or building homes within the subdivision or managing the common areas, entranceways, and rights-of-ways therein, or collecting assessment or service fees for the subdivision. Declarant shall retain all rights to amend said covenants until last home is sold. Thereafter, these covenants may be amended by a majority 2/3 vote of all the lot owners in the subdivision. All lot owners agree to abide by any amendments and correct any situation that may exist that would be contrary to said amendment. Such amendments shall take effect when executed by the developer or their assigns and filed in the proper office of records.
18. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved and may be used as needed. Trees and limbs and other obstructions to street visibility or easements may be trimmed as necessary for the benefit of any lot owner when necessary by the Developer, in order to fully use and enjoy easement areas.
19. **EXPIRATION:** These covenants shall run with the land and be binding on the successors and assigns of developer and all persons claiming under him for a period of twenty (20) years. These covenants shall automatically be extended for successive periods of twenty (20) years for each and every 20 year interval hereafter as provided by O.C.G.A. § 44-5-60(d); until said covenants shall be amended, changed or terminated in whole or in part as provided elsewhere herein. Such amendments, changes or terminations shall take effect when executed and filed in the proper office of record.
20. **HOMEOWNERS ASSOCIATION:** After the developer has sold all lots in said subdivision, the developer shall automatically be relieved of any and all duties and responsibilities under these covenants. Declarant shall maintain and manage the Homeowners association until final home is

sold, and then Declarant shall transfer the duties and responsibilities under these covenants to said association.

21. **ENFORCEMENT:** Violations on the part of any owner or their heirs, administrators, executors or assigns during the term of these covenants shall afford any person or persons owning a lot or lots in said subdivision a right of action by proceedings in law and equity against the person or parties violating or attempting to violate the Protective Covenants, either to restrain or enjoin the violations and or to recover damages, including but not limited to, attorney's fees and the associated legal expenses. The developer, Declarant, their heirs, successors, assigns, or grantees are hereby relieved from any and all liability of any type or any cause of action of any kind or nature whatsoever arising from, relating to or as a result of, the covenants or the enforcement thereof. Notwithstanding any provision to the contrary in these protective covenants or any amendment thereto, any Declarant owning any land within the Kaydence Springs subdivision has the same enforcement rights under these covenants as any lot owner within the subdivision. Declarant may perform the duties under this paragraph and enforce these protective covenants for as long as Declarant owns land within the subdivision, or until such time as said duties are transferred to a statutory homeowners association or property owners association duly established under Georgia law.

22. **TRANSFER LIABILITY:** When/if development ownership rights change hands transferring to new ownership, Declarant shall be responsible for enforcement and administration of these covenants. The Declarant shall have the right to transfer the Declarant's rights to anyone purchasing some or all of the lots within Kaydence Springs Subdivision for the purpose of developing the same.

IN WITNESS WHEREOF, the parties have this 11th day of October, 2019, duly executed and sealed this agreement.

DEVELOPER/DECLARANT

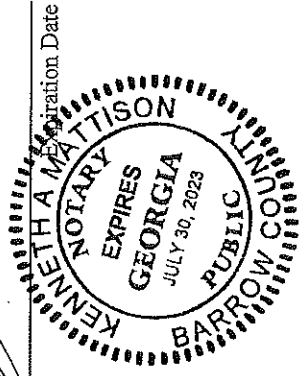
Capital Resource Management LLC,
a Georgia limited liability company

Signed, sealed and delivered in the presence of:

Susan M Mulrooney
WITNESS

By: [Signature] (Seal)
JIMMY E. PRIDDGEN, JR. Manager

NOTARY PUBLIC



R19-7830

EXHIBIT "A"

All that tract or parcel of land containing 18.46 acres, together with all improvements thereon, situate, lying and being in the 382nd District G.M. of Madison County, Georgia, lying on the east side of the Diamond Hill-Colbert Road No. 228 and being more particularly shown and designated as Tract 1-B on a plat prepared by James M. Paul, Registered Surveyor, dated May 5, 1980, recorded in Plat Book 19, page 336, Madison County Superior Court Records, which plat and record are by reference incorporated herein.

KATHIE CROSS

Clerk Superior Court, MADISON County, Ga.
0952019007962

Ek 01818 Pg 0144-0146

After Recording, Please Return to:

Stell, Smith & Mattison, PC
Attention: Kenneth A. Mattison
P.O. Box 644
Winder, GA 30680
R19-7830

Cross-Reference:
Deed Book 1818, Page 136-143
Madison County, Georgia records

ASSIGNMENT OF DECLARANT'S RIGHTS

This assignment of declarant's rights (the "Assignment") is made and entered into as of the 11th day of October, 2019, by and between **Capital Resource Management, LLC**, a Georgia limited liability company ("Assignor") and BR Homes, LLC, a Georgia limited liability company, or its nominee ("Assignee"). Assignor and Assignee are sometimes referred to collectively herein as the "Parties."

WITNESSETH

WHEREAS, Assignor executed that certain Declaration of Protective Covenants (the "Declaration") on October 11, 2019 and caused the same to be recorded in Deed Book 1818 Page 136-143 of the records of the Clerk of Superior Court, Madison County, Georgia, as owner of real property located in Madison County, Georgia (hereinafter, the property more particularly described in the Declaration and which shall include any additional property subsequently subjected to the Declaration is referred to as the "Property");

WHEREAS, among other effects, Assignor is the Declarant (as that term is defined and described in the Declaration) of the Declaration and certain rights, title, interest, powers, privileges and/or obligations are granted and reserved to the Assignor in its capacity as Declarant under the Declarations as well as under the bylaws of the homeowner's association ("Bylaws");

WHEREAS, Assignee is now the owner of the Property; and

WHEREAS, pursuant to and in accordance with the Declaration, Assignor now desires to designate Assignee as its successor-in-title and successor Declarant and to transfer and assign all of its right, title, interest, powers, privileges, benefits, and obligations in, to, and under the Declaration and the Bylaws to Assignee such that all of Assignor's status as Declarant under the Declaration shall cease and Assignee desires that such right, title, and interest in the Declaration and Bylaws be assigned to it, whereupon, Assignee shall become, and shall have all of the right, powers, privileges, and benefits as Declarant under said Declaration and the bylaws and all of Assignor's rights as Declarant under the Declarations shall cease;

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Declaration, the Parties agree as follows:

1. Recitals. The recitals set forth hereinabove are incorporated herein by reference and are made a part hereof as fully as if repeated verbatim.
2. Transfer and Assignment. Pursuant to and in accordance with the Declaration, Assignor does hereby grant, sell, set over, transfer and assign to Assignee, its successors and assigns, all of Assignor's right title, interest, powers, privileges, benefits, and obligations it may have as Declarant or otherwise pursuant to, in, or under the Declaration and/or the Bylaws and any and all membership interest Assignor may have in the Association, and Assignor does hereby designate Assignee as its successor Declarant.
3. Intentions. It is the intention of the Parties that Assignor transfers to Assignee all of its right, title, powers, privileges, and interest it may have in, to, and under the Declaration and Bylaws and that Assignee become and be the Declarant under the Declaration and the Bylaws and stand in the stead of Assignor in all respects as if Assignee were the original Declarant of the Declaration. Assignor does hereby, and without reservation, designate Assignee as its successor in interest as the Declarant and the successor Declarant such that Assignee shall be the sole and only holder of the rights of Declarant and all rights held by Assignor shall cease.
4. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning assigned to such term or terms in the Declarations.
5. Amendment to Declaration. Assignor, as Declarant, does hereby modify and amend the Declaration to substitute in its place, Assignee as the "Declarant." Assignee shall have all rights to act and exercise all rights, powers, privileges, benefits, and obligations as the Declarant under the Declaration as if Assignee was the original Declarant thereof.
6. Warranties and Representations of Assignor. Assignor warrants and represents that: (a) the Assignor is the Declarant under the Declaration; (b) that the Declaration is now in full force and effect; (c) that Assignor has all necessary right and power to enter into and execute this Assignment; (d) that Assignor does not know of any fact, event, occurrence, or contingency which would render this Assignment ineffective, null, or void in whole or in part; and (e) that no other authorizations, approvals, or signatures whatsoever are necessary for this Assignment to be effective immediately upon execution by the Parties.
7. Survival. This Assignment shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns.
8. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Georgia.
9. No Modification. This Assignment can be modified only in a writing signed by all Parties.
10. Counterparts. This Assignment may be executed in separate counterparts. It shall be fully effective when each Party hereto has signed at least one counterpart, even though no one counterpart contains the signatures of all Parties hereto.
11. Further Action. The Parties agree to take such further action as is necessary to accomplish the intent of this Assignment.
12. Gender/Number. In the language of this Agreement, the singular shall include the plural, the plural the singular, the feminine the masculine, and the masculine the feminine where the context dictates.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed and sealed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Susan M. Mulvaney
Unofficial Witness

Notary Public
My Commission Expires: _____



ASSIGNOR:

Capital Resource Management, LLC,
A Georgia limited liability company

By: *[Signature]*
Jimmy E. Pridden, Jr., Manager

STELL, SMITH & MATISON, PC
P.O. BOX 644
WINDER, GA 30390

DEED Doc POA

Recorded 10/17/2019 10:05AM

STATE OF GEORGIA

COUNTY OF BARROW

KATHY CROSS

Clerk Superior Court, MADISON County, Ga.
0953019007958

Book 01818 Page 0131-0133

POWER OF ATTORNEY

*BR Homes
R19-7830*

KNOW ALL PERSONS BY THESE PRESENTS:

That BR Homes, LLC., a company organized and existing under the laws of the State of Georgia, being desirous of arranging for the transaction of certain of its business through an attorney in fact, by these presents, duly executed by its Sole Member, William G. Brantley, Jr., does hereby name, nominate, constitute and appoint, Tonya Williams, as its true and lawful attorney in fact and has made, constituted and appointed and by these presents does make constitute and appoint Tonya Williams, its true and lawful attorney-in-fact, to act for and on behalf of said Company, to do and perform for it anything of any character which is proper or necessary to purchase, sell, transfer, and convey real property of whatever kind, character, or description and wherever located belonging to said Company or in which said Company has any interest, including the right to sign deeds, with or without warranty, closing statements, and affidavits. The said Attorney in Fact is authorized to receive funds payable to said Company in connection with the sale, transfer, and conveyance of real estate and real property owned by said Company located in Madison County, Georgia.

Without in any way diminishing the broad general powers just hereinabove conferred, which are believed and intended to include all of the following, as well as other acts not mentioned, I do specifically authorize the said attorney-in-fact, in the name and stead of said Company and on its behalf:

To purchase or sell real property of whatever kind or description and wherever located, including, but not limited to executing deeds, settlement statements, affidavits, and all other documents in connection with the sell or lease of said real property.

To receive all funds payable to the Company from the sell of real property owned by said Company and to make deposits to any checking accounts or savings accounts in any bank or lending institution wherein said Company maintains an account.

This Power of Attorney shall remain in full force and effect until such time as the same shall have been revoked by the filing

of a revocation with the Clerk of the Superior Court of Madison County, Georgia.

IN WITNESS WHEREOF, I have hereunto affixed my hand as the Managing Member of said Company, this 15th day of October 2019.

Signed, sealed, and delivered in the presence of:

BR Homes, LLC

Walter Arnera

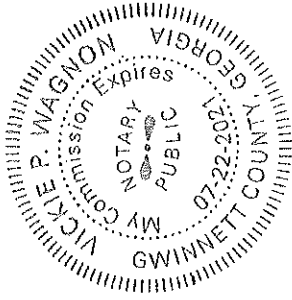
Witness

By: W.G. Brantley, Jr.

William G. Brantley, Jr.

Sole Member

Vickie P. Wagnon
Notary Public



Re: BR Homes, LLC
File #: R19-7830

EX 01818 Pg 0133

EXHIBIT "A"

Legal Description

All that tract or parcel of land lying and being in the 382nd District G.M., State of Georgia, County of Madison, being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of Kaydence Springs and being more particularly described and delineated according to a plat and survey prepared by Ingram, Lord & Associates Land Surveying and Planning, certified by Barry D. Lord, Georgia Registered Surveyor No. 2641, dated August 12, 2019, entitled "Kaydence Springs," said plat being of record in the Office of the Clerk of Superior Court for Madison County, Georgia in Plat Book 2019, page 148; which said plat and the recording thereof are by reference hereto incorporated herein for a more complete and detailed description.