

**WATSON LAKE FARMS**  
**A Development of Pioneer Homestead Development Co., Inc.**  
**1745 Highway 53 West**  
**Jasper, Georgia 30143**

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION of protective Covenants, Conditions and Restrictions made and published this 28th day of August, 1996, by **Pioneer Homestead Development Co., Inc.** (Declarant).

WHEREAS, Declarant is the owner of the real property legally described as:

See Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Declarant, desires to provide for the preservation of values and amenities of Subject property and, to this end desires to subject aforesaid Subject Property to the covenants, conditions, restrictions and charges hereinafter set forth, each and all of which is and are for the benefit of Subject Property as a whole and all owners of any part hereof.

NOW, THEREFORE, Declarant does hereby give notice to all purchasers and their successors of any portion of Subject Property herein before described and whomsoever it may concern that Subject Property is, and each and every conveyance or any portion of Subject Property will be subject to the following covenants, conditions, restrictions and charges which will insure to the benefit of and pass with Subject Property, and each and every parcel thereof, and shall apply to and bind each successor in interest, and any owner thereof.

ARTICLE I

GENERAL PURPOSE

The purpose of this Declaration is to insure the best use and the most appropriate development and improvement of the Subject Property; to protect owners of Subject Property against such use of surrounding property as will detract from the value of their property; to preserve, so far as practicable, the natural beauty of Subject Property; to insure the highest and best development for Subject Property, to encourage and secure the erection of attractive structures thereon with appropriate locations thereof on each parcel; to promote harmonious improvement of Subject Property; to secure and maintain proper setbacks from the roads, and adequate free spaces between structures; and in general to provide adequately for a high type in

quality and improvement in Subject Property, and thereby to preserve and enhance the value of investments made by purchasers of Subject Property therein.

Declarant reserves the right to subject additional parcels of land to this Declaration of Covenants, Conditions, and Restrictions by means of supplemental Declaration of Covenants, Conditions, and Restrictions, recorded in the deed records of Pickens County, Georgia.

ARTICLE II  
USE OF LAND

All terms, regulations and conditions of Pickens County, Georgia, or state zoning or subdivision ordinances, statute or regulation shall be and remain in effect, and any regulations by Soil Conservation Service for flood control of lake.

Subject to the subdivision regulations of Pickens County, Georgia in effect at the time of the execution of these Declaration of Covenants, Conditions and Restrictions, tracts within this subdivision that are larger than five (5) acres may not be subdivided into lots smaller than five (5) acres.

Each five (5) acre tract shall have no more than two (2) dwellings located on said tract.

Provided, however, Tract 1, which contains only two (2) acres, shall be limited to one dwelling. Any purchaser of Tract 9 shall be allowed to build one other dwelling in addition to the old home place presently located thereon.

No noxious or offensive trade or activity shall be carried on upon the Subject Property, nor shall anything be done thereon which may or become an annoyance or nuisance to the neighboring properties.

No mobile or modular homes, no junk cars or shacks shall be permitted on Subject Property, nor shall any structure of a temporary character be used as a residence.

No on-site unhoused storage will be allowed for excess material and infrequently used vehicles. Storage of snowmobiles, boats, trailers, campers, golf carts and other seasonal items frequently used will be allowed, provided they are not kept closer than 30 feet from any public road and 20 feet from any property line.

Outdoor toilets shall not be permitted.

All livestock must be properly fenced in and maintained in such a way as not to encroach upon the property of others and not to produce noxious odors. No livestock feed lots, poultry houses, hog farms, or hogs shall be allowed on the Subject Property. Developer may graze

undeveloped areas with cattle or horses. Pets will be permitted and shall be properly restrained so as to avoid becoming an annoyance or nuisance to the neighboring properties and shall be in accordance with any other applicable ordinance. All exterior lighting shall not interfere with the use and enjoyment of neighboring properties.

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising property for sale or rent, or signs used by the builder or developer to advertise the property during the construction and sales period.

### ARTICLE III

#### TYPE OF MATERIAL

All structures erected shall be of new materials and new construction and shall be completed within one (1) year after commencement of construction. Building exterior must be of brick, stone, metal, wood or maintenance free siding (example, steel, vinyl, aluminum) and such exterior must be suitably finished.

All homes, cabins, or dwellings, where permanent, seasonal or recreational shall be at least 1,500 square feet of heated living area exclusive of porches in size. Any home or structure must be at an elevation higher than the dam.

#### WELL SITE AND SEPTIC SITE

Due to lot topography, well site and septic site and systems must be approved by Pickens County Public Health Department prior to construction.

### ARTICLE IV

#### GARBAGE AND REFUSE DISPOSAL

No lots shall be used or maintained as a dumping ground for rubbish, trash, or garbage, nor shall any waste be kept on Subject Property, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall comply with all local, state, and/or other regulations.

### ARTICLE V

#### BUILDING LOCATION

All buildings shall be located on their respective lots in accordance with the applicable state, county, or township regulations, ordinances or laws, which shall supersede any provisions contained herein. In addition, no building or other structure permitted under the terms of this

agreement shall be located closer than 30 feet from the existing road right-of-way easement, and 20 feet from the sideline. The existing structure on Lot No. 9 shall be exempt from this location requirement.

#### ARTICLE VI

##### MAINTENANCE, TAXED AND INSURANCE

Each property owner shall be subject to an annual assessment of not less than \$100.00 each as determined by the Watson Lake Property Owners Association for the upkeep and maintenance of roads, lake, and common areas, as well as additional amounts as may be necessary, said funds to be held and administered by the Watson Lake Property Owners Association. Taxes on and liability insurance for the lake, all easement roads, and common areas shall be paid by the Watson Lake Property Owners Association. However, any lot which does not utilize subdivision roads as access to the county or to the lot in any way and has county road access, shall not be apportioned any cost in subdivision road maintenance.

No owner of any tract adjoining private subdivision roads shall grant an easement or access to any abutting property owner of property not included in Watson Lake Farms Subdivision.

#### ARTICLE VII

##### TERMS AND RIGHT TO ABATE VIOLATIONS

These covenants are to run with the land for a period of twenty-five (25) years from the date these covenants are recorded in the Pickens County Deed Records, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of lots in the subdivision has been recorded, agreeing to change said covenants in whole or in part. Every grantee of any interest in the property, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, or whether or not such deed or conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to said terms and conditions.

If any lot owner or persons in possession of any of said lots shall violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any other person or persons owning any real estate situated in the Subject Property to prosecute

any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages from such violations. Failure by any land owner to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequent thereto.

ARTICLE VIII  
MISCELLANEOUS

The invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

No Provisions contained herein shall be construed to restrict Declarant or their assigns' right to construct roads or subdivide, by plat or otherwise, the real property described herein.

At any time during the existence of these covenants, the Declarant may assign all rights and duties hereunder to the Watson Lake Property owners, including, but not limited to the maintenance and up-keep of all private roads within the development.

Each purchaser of a lot in Watson Lake Farms shall be a member of the Watson Lake Property Owners Association and each lot in said subdivision shall have one vote. As long as Declarant owns unsold lots, Declarant shall have a vote for each lot, but shall not be subject to the annual assessment as provided in Article VI.

All of the property covered by these Declaration of Covenants, Conditions and Restrictions are conveyed subject to all existing utility easements including but not limited to those easements in favor of Amicalola Electric Membership Corporation, Frontier Communications of Fairmount, Inc. (formerly known as Fairmount Telephone Company, Inc.), and Pickens County, Georgia.

All utility lines running from roadways to dwellings shall be underground.

The Lake and Common Area shown on the Plat shall be used only by the property owners of Watson Lake Farms and their guests, and rules and regulations for use of the lake and grounds shall be established by the Watson Lake Property Owners Association in accordance with the regulations of the Soil Conservation Service.

These rules and regulations shall include but not be limited to the following:

1. Only electric motor or rowboats and canoes shall be allowed, no gasoline motors. Boats shall be limited to small boats or canoes.

2. Docks are allowed only with a permit from the Soil Conservation Service, and shall be floating docks and overall size due to fluctuation of water level in flood periods.
3. Access to the common areas shall be from Watson Lake Road near the dam and each member shall be furnished a key to the gate by the Watson Lake Property Owners Association.
4. No member may cross another member's property to access the common areas without permission of the property owner.
5. There shall be access to the south end of the lake by way of the easement lane that runs from Homestead Cove Road between Lots No. 4 and 5 to the lake. No motorized vehicles of any type are allowed on said easement lane. Provided however, the owners of Lots No. 4 and 5 shall be allowed to use motorized vehicles up such portions of said land as necessary for driveway purposes only to the home sites on each of said lots.

IN WITNESS WHEREOF, Pioneer Homestead Development Co., Inc., a Georgia Corporation, does hereby cause this instrument to be executed in its name on the day and year first written above.

PIONEER HOMESTEAD DEVELOPMENT CO., INC.

By: \_\_\_\_\_

J. L. White, Jr., President

Attest: \_\_\_\_\_

Susan W. Lindsey, Secretary – Treasurer

Signed, Sealed, and Delivered in the presence of:

Witness: \_\_\_\_\_

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