

2/2/2017 LIEN BK 262 PG 298 1/2/2018 LIEN BK 270 PG 306 6/1/2006 PLAT BK 28 PG 287
7/11/2006 PLAT BK 28 PG 196 9/26/2006 PLAT BK 28 PG 247 8/23/2007 PLAT BK 29 PG 247
1/22/2008 PLAT BK 29 PG 237 9/8/2008 PLAT BK 30 PG 21 9/26/2008 PLAT BK 30 PG 262
12/30/2019 PLAT BK 33 PG 262
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MONROE COUNTY
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SOUTHERN WATERS RESTRICTIVE COVENANTS

September 12, 2003

Whereas, undersigned, William G. Kerr, III dba SOUTHERN WATERS, is now the owner of a certain tract of land in lots, of the 12th Land District of Monroe County, Georgia, particularly shown as Tracts "1" and "2" on a plat, of which plat is on record in Plat Book Folio, Clerk's Office, Monroe Superior Court and

Whereas, the undersigned now proposes to subdivide this property into building lots and said subdivision will be known as SOUTHERN WATERS, and

Whereas, the undersigned does desire to devote said lots to residential use and considers it desirable and appropriate to record restrictions applicable to all of the lots that shall be in said tracts; or future tracts associated with SOUTHERN WATERS.

NOW, THEREFORE, for and in consideration of the premises and of the benefits, both present and future, to the undersigned and to its successors and assigns, the undersigned does here by covenant and agree that the aforesaid described lots to be developed in said tracts, shall be subject to the following restrictions, covenants and conditions which shall in each instance be construed as covenants attached to and running with the land,

1. The lots described and embraced in the above tracts of land shall be used solely for residential purposes. No structures shall be erected, altered, or permitted to remain on any lot other than one single residential building for single family residence, in addition to such garages, servant's quarters and like structures erected for the pleasure and convenience of the occupants of said single residence. No structure shall exceed three stories in height above ground line, maximum of 30', plus roof.
2. The floor area of residences, other than servants quarters, on all two or more acre lots of the one-story single family residences exclusive of porches, garages, basements and attics, shall not be less than 2200 square feet, two-story residence not less than 2400 square feet, three story residence not less than 3000 square feet, and no such residence shall be constructed at a cost less than \$100,000 as determined by cost levels for labor and materials, prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to insure that all dwellings shall be of materials and workmanship substantially the same, or better than that which can be produced on the date these covenants are recorded.
 - a. The floor area of all residences shall be determined by living

area (Air Conditioned Space). Design and location of said residence shall be subject to paragraph 4.

- b. All servants' quarters, or additional family member guest residences shall be a minimum of 1200 square feet living area (Air Conditioned Space). Design and location shall be subject to paragraph 4.
3. Concrete block used above the ground, if exposed to view, must be stucco or faced and painted, if brick is used in exterior construction it must be either 8" standard brick or 12" Norman brick, no thrift brick, or the like, be allowed or used on any surface of any structure in SOUTHERN WATERS.
4. Architectural Control: No building shall be erected, placed, or altered, on any lot, until the construction plans and specifications, and a plan showing location of the structure, have been approved by the Architectural Committee as to the quality of the workmanship and materials, harmony of exterior design with existing structures, and the location with respect to topography and finished grade elevations. All remote or detached structures such as garages, servant's quarters, barns, guesthouses, etc. Should be of similar construction to the primary residence, including external appearance and style.
 - (a) **MEMBERSHIP.** The Architectural Control Committee is composed of William G. Kerr, Mrs. Joan Hudson Brown, and Robert Blair of Orlando, FL., and Mr. Robert J. Kerr of Roswell, Ga. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member or members shall have full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for service performed pursuant to this covenant. SOUTHERN WATERS embraces the architectural traditions of the south, and requests homeowners consider that heritage in the exterior design of their home, garage, barns, servant's quarters, guest houses, etc.
 - (b) **PROCEDURES.** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty days after the plans and specifications have been submitted to it, or in any event, if no suit to stop, modify or remove said prior to the completion thereof, approval will not be required and the related

covenants shall be deemed to have been fully complied with.

5. No building shall be erected within 80 feet of the front lot line, or 35 feet of the side street line or closer than the building setback lines shown upon a plat of the property attached. All residential structure, other than servants' quarters, shall face in the direction of the front lot line, except that with respect to corner lots, the residential structures shall face the front building line as prescribed in the deed of conveyance to each such lot. This restriction is subject to revision by and with the written consent of the Architectural Control Committee, where, by reason of the contour of any particular lot, the building cost would be materially affected by strict compliance with such building line requirements or whereas by reason of such contours, the appearance of the development would be adversely affected.
6. No residential building on any lot shall be erected nearer to the back lines of such lot than 50 feet, 75 feet for waterfront lots, regardless of structure except that any building other than a residence, may be erected as near as, but no nearer than, 25 feet to said side lines and back lines of such lot if the lot is not on the water. Said structures are to be approved by the Architectural Committee. This is not to preclude dock on Lake Ilah (Lots A-6 & A-7) or docks not protruding into Lake Irene on S/W land, and approved by S/W, between launch ramp and boathouse or Kerr Creek North of bridge to Lake Irene.
7. So long as any one lot and an adjacent portion, or portions of any adjacent lot, or adjacent lots, are in one owner, such sideline restrictions shall be applicable only to the outside boundaries of the entire tract so owned. This restriction has no application to the side street line restrictions as specified in Paragraph 5 above.
8. No trade or commercial activity (noxious, offensive, or otherwise,) shall be conducted or permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Part-time trade or commerce activity may be approved by SOUTHERN WATERS or a majority vote or current homeowners. Proposals must be presented, in writing, to SOUTHERN WATERS. Responses to be within 30 days of receipt of request.
9. No sign of any kind or character shall be displayed to the public view on any lot except one professional sign of not more than five feet square, advertising the property for sale or rent, or signs for temporary use by a builder or advertise the property during construction and sales period. This restriction shall not prevent the use of ornamental markers bearing the name and property address of the occupants of each lot.

10. No trailer, mobile home, premanufactured home, double wide, camper unit, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence except that quarters for servants of the occupant of the main dwelling may, separately or in conjunction with a garage, be so used. No auto or truck repair, or camper unit shall be permitted on any lot for any purpose unless housed in an enclosure containing three sides and a roof approved by the Architectural Committee. Motor homes of lot owners may be parked on owner's lot, or other lots or property owned by Southern Waters in accordance with Item 6, and used as a temporary residence for not more than four continuous weeks, with approval of SOUTHERN WATERS, maximum of four years from date of lot purchase. Boats on trailers less than 24 feet may be housed on owner's lot if not visible from the main road or lake complying with all setbacks. Bigger boats and/or recreational motor homes may be parked or stored in a designated area specified by Southern Waters.
11. No latrines or surface toilets shall be permitted upon any of the lots in said subdivision. No pigs shall ever be kept on any of the property or lots in said subdivision, and no structure for their housing or accommodation shall be erected or maintained thereon. This is not to prohibit portable toilets as necessary for skiing events.
12. No lot shall be used or maintained as a dumping ground for rubbish. However, certain remote areas on Southern Waters property selected and approved solely by Southern Waters may be used for equipment storage, supply storage, and construction waste disposal if covered and buried when appropriate to maintain a neat, clean, and orderly appearance.
13. No garbage, or other waste, shall be kept on said premises, except in sanitary containers. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be located in the rear of the main residence structure unless otherwise ordered by the Monroe County Board of Health, or its successors.
14. No re-subdivision shall be made of any lot if the effect of such re-subdivision shall serve to increase the total number of lots in said subdivision, except lots B1, B2, B3, re-subdivision must meet Monroe County subdivision ordinances and have the approval of the Architectural Committee.
15. There is reserved to the undersigned, SOUTHERN WATERS, its successors and assignees, a perpetual easement as shown on the plat or as otherwise needed for the purposes of installation, maintenance and repair of easements, areas, basins, roads, both public and private, alleyways, fish ponds, pastures, gates,

- entranceways and bridges.
16. Said lots, each of them are subject to easements of record in the Clerk's office, Monroe Superior Court.
 17. On those lots having a drainage ditch, or ditches, either natural or man-made, said ditch shall not be altered, covered or diverted so as to cause damage to an adjoining lot. Such ditch, or ditches, if any, however, may be enclosed with culvert pipe provided that such enclosure does not increase the volume of water normally flowing in said ditch or ditches, or so concentrate such flow of water as to cause damage to any other property within the subdivision.
 18. Adjacent landowner is to SOUTHERN WATERS, who have purchased land from SOUTHERN WATERS, may be granted access to their property through SOUTHERN WATERS road system. Written consent will be required by SOUTHERN WATERS. This consent will be limited solely to the original purchaser of the continuous SOUTHERN WATERS property or his assignee and for their personal use only.
 19. These covenants are real covenants running with the land and shall be binding upon and shall insure to the benefit of all purchasers and all persons claiming under them for a period of 25 years from the date these Covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless, at any time within any period, an amended instrument max [something I can't read] signed by a majority of the owners of the lots, and placed on record, agreeing to change said covenants in whole or in part. Any such change, however, shall conform to the regulations of any governmental authority, which may then exist regulating the use of land.
 20. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any of the other restrictive provisions, which shall remain in full force and effect.
 21. Property Owner's Assessment: To enhance the mutual property, all lot owners will be assessed a monthly fee to cover the maintenance expenses of the common areas, lakes, ponds, and roads. The assessment will be in the amount of \$50.00 per month for resident homeowners, beginning at the time of home occupancy, and \$25.00 per month for non-resident lot owners, beginning at the time of purchase. This fee will be binding and failure to pay said fee will prohibit property owners the usage of any lake(s), clubhouse, docks, pastures, nature trails, and any other owners' benefits described herein. Additionally after failure to pay for three or more months, a lien against the property owner's property may be filed on behalf of the remaining property owners and/or SOUTHERN WATERS.

- 21a. the above-mentioned maintenance fee would be fixed for a period of one year for new buyers. Any future increases in this fee will not increase or decrease more than 30% from year to year with a maximum of 100 dollars per month for residing residence and fifty dollars per month for non-residence. Special assessments voted on and approved by 51% of the lot owners would not exceed \$200 twice per year.
- 21.b Southern Waters intends to have a continuing and viable water ski club. This club will be open to membership of the homeowners and landowners of Southern Waters first, then other selected members as approved by Southern Waters. This club intends to have a tournament type boat available to all club members. The fee for unrestricted use of the above boat will not exceed 2% of the retail value of the boat per year for Southern Waters owners. Southern Waters shall determine the fee for all other members. All club members will comply the boat use rules, have current AWSA membership cards, and certified by Southern Waters as to driving rules and ability.
22. Owners whose assessment fee is current, may use the lake(s) slalom course, jump and trick course at their convenience complying with the following stipulations:
- (a) One boat per lake; however, other watercraft or boats may be in the lake at a standstill, while skiing activities are conducted as per (d) below.
 - (b) Other water craft (sailboats, fishing boats, jet skis, etc.) may be used by owners when lakes are not being used for ski practice; maximum three per lake. In addition, other non-skiing activities must be stopped and priority given to any skiing activities conducted in Lake Irene or Lake Ilah.
 - (c) Only property owners and their accompanied guest(s) may use the lakes; or members in good standing with SOUTHERN WATERS Skiers Club.
 - (d) If others PROPERTY OWNERS or ski club members are waiting to use the lake or Club boat, four passes or three falls per person with a maximum of four skiers per boat may be completed before allowing the waiting boat or parties to use the Lake.
 - (e) The person using the boat is solely responsible for the safety of passengers and any other involved persons and all damages to property.
 - (f) ALL persons using the lake(s) must have liability and property damage insurance, and furthermore, agree to hold SOUTHERN WATERS harmless in any and all

- situations regardless of fault or negligence on the part of SOUTHERN WATERS, and have read and signed the attached SOUTHERN WATERS release document.
- (g) No driving of boats or skiing on lakes while intoxicated.
 - (h) ALL SOUTHERN WATERS owners must have current AWSA Cards or INT Cards and are automatic members of the SOUTHERN WATERS SKIERS CLUB.
 - (i) SOUTHERN WATERS reserves the right to hold, at its sole discretion, three AWSA, INT, or other approved ski tournaments, in Lake Irene per year. However, homeowners will be notified as to the dates and time at least (1) one month prior to any such tournament. Homeowners may participate in such activities at their own cost and discretion. Any non-tournament activities in LAKE IRENE during the tournament dates/time will be prohibited. Additional tournaments may be held with approval of 50% of the lot owners. 50% or any profit realized from any of the above said events will go the SOUTHERN WATERS Homeowners Maintenance Fund.
 - (j) SOUTHERN WATERS, or its successors, will retain ownership of all lakes, ponds, and appropriate easements as SOUTHERN WATERS property. Maintenance of fish population, shorelines, lake roads, slalom course, jump, dams, and other lake enhancements will be made solely by SOUTHERN WATERS. SOUTHERN WATERS WILL USE FUNDS FROM THE "Property Owner's Assessment" (Item 21) to accomplish such tasks. Additional Amenities desired by the property owners can be realized by a majority vote of all current property owners. Temporary increases or decreases to the "Owners Assessment" may be decided by a majority vote, as appropriate for SOUTHERN WATERS improvements.
 - (k) All SOUTHERN WATERS property will be maintained out of Property Owners Assessment Fund (Item 21). This includes mowing of fields, vacant lots, asphalt repair, and drainage ditch maintenance.
23. Each property owner shall keep his property neat, clean and moved (if applicable) regardless of occupancy of resident of property.
24. Each property owner constructing a dwelling is advised to comply with EMC Electric Company recommendations for total electric

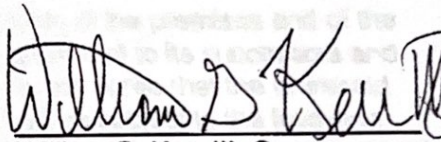
- home utilities. Homeowners deviating from said recommendations will be solely responsible for any cost incurred in obtaining electrical service from EMC power poles to their residence.
25. All SOUTHERN WATERS maintenance fees, assessments, etc. architectural approvals, or all business matters will be addressed to:

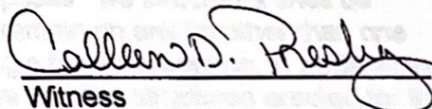
SOUTHERN WATERS INC.
13162 HWY 74
FORSYTH, GA. 31029

THIS AGREEMENT SHALL be binding upon and shall insure t the benefit the undersigned, its successors and assigns, and upon and between the several assigns of properties subject hereto and upon the terms and conditions areof.

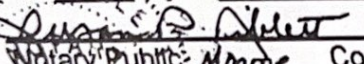
IN WITNESS WHEREOF, the undersigned acting by and through its duly authorized officers and agents, has caused this instrument to be executed in their behalf and their seal to be hereto affixed, this 9 day of Oct 2003.

By:


William G. Kerr III, Owner
Southern Waters


Witness

Signed, sealed and delivered
this 9 day of Oct 2003


Notary Public: Monroe County, Georgia

Georgia exp 8-19-07

