

GEORGIA, LUMPKIN COUNTY
CLERK'S OFFICE SUPERIOR COURT
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17th March 1992
Edward E. Tucker
EDWARD E. TUCKER, CLERK

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR SKY COUNTRY SUBDIVISION PHASE #3

STATE OF GEORGIA,
COUNTY OF LUMPKIN.

THIS DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS, made and published this 28th day of February 1992, and between Vinson Dover, Sherman Green, J. D. Greenway, and John C. Wimpy of Lumpkin County, Georgia, hereinafter collectively referred to as "Owner."

WITNESS: That, whereas, Vinson Dover, Sherman Green, J. D. Greenway, and John C. Wimpy are the Owners and developers of the Subdivision in the County of Lumpkin and State of Georgia, known as "SKY COUNTRY SUBDIVISION PHASE #3" the same being a Subdivision of all those certain tracts or parcels of land, situated, lying and being in Lumpkin County, Georgia, and shown and delineated by a plat of survey of the same prepared by Farley-Collins, Registered Surveyor, which plat is recorded in Plat Book 24, Page 48 of the Lumpkin County Records, and

WHEREAS, it is to the best interest, benefit and advantage of said Owners and Developers and each Lot owner in the prior phases of the Sky Country Subdivision, and to the benefit and advantage of each and every person who shall hereafter purchase and acquire any tract or parcel in said Subdivision, that certain protective covenants governing and regulating the use and occupancy of the same is established, fixed and set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits and advantages to be derived by the Owners and Developers of said Subdivision herein named, and each Lot owner in the prior phases of the Sky Country Subdivision, and each and every subsequent owner of every tract therein, the said Vinson Dover, Sherman Green, J. D. Greenway, and John C. Wimpy do hereby establish, promulgate and publish the following protective covenants which shall bind all persons hereafter owning said tracts or any part of them. These covenants shall be effective immediately upon recording of this instrument in the Office of the Clerk of Superior Court of Lumpkin County, Georgia, and shall run with the land and be binding on all persons claiming under and through the Owner of said Subdivision for a period of twenty years from and after this date, at which time said covenants shall terminate as hereinafter provided.

1. LAND USE: All of the tracts in said Subdivision shall be known, described and used solely as residential tracts for detached, site built, single-family dwelling. No mobile homes nor manufactured housing shall be permitted at any time for any purpose. Neither a temporary nor a permanent residence shall be established on any tract in a basement, tent, shack, garage, barn or any other out building. Detached garages are allowed so long as they conform in construction to the residence and adhere to the setbacks.

2. BUILDING TYPE AND RESTRICTIONS: Structures placed on said tracts shall be subject to the following conditions, restrictions and limitations. All structures shall have exterior walls of wood, rock, brick, vinyl or other similar material with an appearance generally consistent with the acceptable building facades in conformance with standard practices.

No site built dwelling shall be located on any tract where the ground area thereof shall be less than Fourteen Hundred (1,400) square feet of heated area.

In the case of a two-story site built structure, no dwelling shall be erected on any tract in said Subdivision where the ground area thereof shall be less than Nine Hundred (900) square feet and where the total square footage of all stories shall be less than the minimum one-story requirements for said tract.

In the case of a split-level site built structure, no dwelling shall be erected on any tract in said Subdivision where the finished and heated living area shall be less than the minimum one-story requirements for said tract.

In the case of a split-foyer site built structure, no dwelling shall be erected on any tract in said Subdivision where the lower level shall be less than Nine Hundred (900) square feet and where the total square footage of finished and heated living area of all levels shall be less than the minimum one-story requirements for said tract.

In the case of a one-story site built structure with a finished basement, no dwelling shall be erected on any tract in said Subdivision where the main floor shall be less than Fourteen Hundred (1,400) square feet and where the total square footage of finished and heated living area shall be less than the minimum one-story requirements for said tract.

These minimum requirements of square footage area shall be exclusive of porches, carports, patios, outside storage rooms and similar items of construction.

3. BUILDING LOCATION: No building shall be placed closer than sixty (60) feet from the centerline of the Subdivision road on which the tract fronts; fifteen (15) feet from a side tract line; and twenty-five (25) feet from the rear tract line.

4. RESUBDIVISION OF TRACTS AND ACCESS: Access to Phase #3 shall be via Old River Road extending from Highland Road in a Northwestern direction as shown on Sky Country Subdivision Phase Three plat dated 7-27-91 last revised 2-18-92, by Farley-Collins Associates, Georgia Registered Surveyors, recorded in Plat Book 24, Page 48, Lumpkin County, Georgia Records. No roads shall be constructed, developed or connected from the property or existing roads in Sky Country Subdivision Phase #3 to any property which adjoins said Subdivision except that the road way providing access to Lots 5 and 6 which crosses Land Lot 957 is also and shall continue to be access to any adjoining property located in Land Lot 957. No tract shall be resubdivided more than once (into two tracts total) except that a part of a tract may be sold to the owner of the adjoining tract in which event any part sold shall thereafter be considered part of such adjoining tract, except

that the 20.163 acres, more or less, tract, designated Tract #1, does not come under the two tract subdivision limit and may be subdivided into a maximum of five (5) tracts. Be it known hereby that those tracts or parts of tracts in Land Lots 957 and 978 are in the City Limits of Dahlonega and are presently zoned Residential by said City and City regulations control.

5. **OFFENSIVE TRADE:** No noxious or offensive trade shall be carried on or upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. **ENFORCEMENT:** Violations or attempted violations on the part of any owner, the heirs, administrators, executors and assigns during the term of these restrictions shall afford any other person or persons owning tracts in said Subdivision a right of action at law or in equity against the person or persons violating or attempting to violate these covenants, either to restrain violations or to recover damages or both.

7. **SEVERABILITY:** Invalidation of any one or more of these covenants by a judgment of any court having jurisdiction of the subject matter shall in no way affect any of the other provisions herein contained, but such other provisions and protective covenants shall remain in full force and effect.

8. **TERMS:** These covenants shall run with the land and be binding on all parties hereafter owning and acquiring land in said Subdivision, their assigns, administrators, heirs and executors, and all persons claiming under them for the full period of twenty (20) years from the date these covenants are recorded in the Office of the Clerk of the Superior Court of Lumpkin County, Georgia. These covenants may be modified by an agreement in writing by a majority of tract owners in said Subdivision, but such modification shall be effective only upon recording thereof in the Office of the Clerk of the Superior Court of Lumpkin County, Georgia.

9. **PETS:** No animals or livestock other than usual household pets shall be allowed to be kept or maintained in the Subdivision. No boarding, selling or breeding of domestic animals for commercial purposes shall be allowed.

IN WITNESS WHEREOF, Vinson Dover, Sherman Green, J. D. Greenway, and John C. Wimpy have hereunto set their hands and affixed their seals, the day and year first above written.

Signed, sealed and delivered in the presence of:

Kathy White
Witness

Vinson Dover
Vinson Dover (SEAL)

Paula White
Notary Public
My Commission Expires: 5-15-92

Sherman Green
Sherman Green (SEAL)

J. D. Greenway
J. D. Greenway (SEAL)

John C. Wimpy
John C. Wimpy (SEAL)

