

**Sky Country  
Phase 1  
Covenants**

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS  
FOR THE SKY COUNTRY SUBDIVISION

GEORGIA, LUMPKIN.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, J.E. OWENS, WILLIAM G. OWENS, and VINSON DOVER, hereinafter known as Developers, are the owners of certain land shown on a plat of survey for Phase I of the Sky Country Subdivision as recorded in Plat Book 14, Page 12, Lumpkin County Records, and;

WHEREAS, the said Developers, in order to provide for the orderly development, improvement, and maintenance of the property and to provide for the mutual benefit and protection of the property rights of Developers and of the persons who may hereafter own and reside in and on the property, do desire to establish certain standards, impose certain restrictions, provide for a Property Owner's Association, and reserve unto themselves certain rights and privileges; and,

WHEREAS, Developers deem it to be suitable and appropriate to publish said standards and restrictions and impose the same upon the land so as to establish the same as covenants and restrictions running with the title to the land,

NOW THEREFORE, for and in consideration of the premises, and the mutual benefits accruing to Developers and to the subsequent purchasers of said property, Developers do hereby declare said real property to be subject to the following covenants and restrictions, said covenants and restrictions to run with the title of said land. Said covenants and restrictions shall be binding on and inure to the benefit of Developers, their successors and assigns, and shall be binding on and inure to the benefit of the Grantees of any deed conveying any building site or building sites, parcel or tract, as well as their heirs, successors and assigns. Developers shall also have the right to make further phases of the Sky Country Development project to the same covenants and restrictions by means of a supplemental declaration to be recorded on the public records of Lumpkin County which shall describe any such property so added to these covenants and restrictions. Said covenants and restrictions shall be as follows:

I. Permitted and Prohibited Uses

1. All building sites within the development shall be owned and used exclusively for singly family residential purposes with the exception of those sites which are designated by Developers as being for multi-family residential purposes. With the exception of detached guest quarters, no more than one dwelling shall be constructed on any building site as platted, and no duplexes or apartment buildings of any nature

shall be permitted.

2. Free standing garages and accessory buildings may be constructed but shall not be used for permanent or temporary residence purposes. Garages or carports will not have entrances directly facing the road.

3. No one-story dwelling unit shall be constructed having a heated ground floor area of less than 1,500 square feet, exclusive of garages, basements, covered walks and open porches. No two-story dwelling unit shall be constructed having a heated floor area of less than 1,700 square feet exclusive of garages, basements, covered walks and open porches. No dwelling unit shall have a height of more than 40 feet above existing grade.

4. Recreational facilities such as swimming pools, tennis courts, playhouses and similar structures shall be set back a reasonable distance from property lines and screened from abutting or adjacent building sites and public roads. No outdoor lighting or security lighting shall be permitted unless it is designed and located in such a way as to cast substantially all of the light within the building site wherein it is located.

5. Clotheslines or drying yards shall be located so as not to be visible from the road. All propane gas tanks and other such tanks shall be either screened from the road and adjoining lots or buried.

6. No trailers, boats, boat trailers, or habitable motor vehicles of any nature shall be kept on or stored on any part of the property unless they are screened in such a way as not to be visible from the road or adjoining property. No trucks of any nature, other than standard size pick-up trucks and vans, shall be parked overnight on any building site except in an enclosed garage, or screened area.

7. Subject to governmental regulations, garbage and trash receptacles shall be so located as not to be visible from the street and shall be maintained in good condition. All homes will be requested to use a residential grade trash compactor.

8. Household pets, such as dogs and cats may be kept or maintained in reasonable numbers solely as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. Kennels, pens or other facilities wherein pets are kept shall be set back from property lines and adequately screened so as not to be a nuisance to the residents of abutting or adjacent building sites. No commercial or non-commercial poultry houses, animal holding pens or stables of any type shall be permitted to be operated on the property.

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9. No weeds, garbage or refuse piles, trash or other unsightly objects shall be allowed to be placed or suffered to remain on any part of any lot, including vacant building sites.

10. When the construction of any building is once begun, work thereon shall be prosecuted diligently and must be completed with a reasonable time not to exceed twelve months from the day construction has begun.

11. No property owner will do or permit to be done any act upon his property which may be or is or may become a nuisance to other property owners or residents.

12. No lot or tract in the subdivision shall be further subdivided by any owner. However, the owners shall have the right to adjust the boundary lines between their lot and adjoining lots as long as no new lots are created.

13. As soon as construction of any house or other improvement has been completed, the owner of the lot shall clear and remove all stumps, logs, limbs and other debris from the lot.

14. No mobile homes, double-wides, or temporary housing of any type shall be located on any lot.

15. No metal buildings, metal out buildings, metal garages or metal tool sheds shall be constructed or located on any lot.

16. No exposed concrete block structures shall be constructed on any lot. All concrete block work must be covered with brick, wood, stucco, or other materials approved by the Architectural and Landscape Control Committee.

17. No tents or campers may be erected or used on any lot for human habitation at any time.

18. No disc or other such device for the reception of satellite television transmission shall be placed on any lot unless it is screened from view <sup>62</sup>~~unless~~ unless it is no larger than three (3) feet in diameter. <sup>W4C</sup>

19. No "dirt bikes" or "trail bikes" shall be operated on any part of the subdivision at any time, including the public roads of the subdivision. All automobiles, trucks, and other vehicles shall be muffled in such a way that their operation in the subdivision does not constitute a nuisance.

20. The owners of those lots which adjoin property not lying within Sky Country Subdivision shall not connect the roads of the Sky Country Subdivision to any said adjacent property by any means of any road or driveway, whether private or public.

21. In accordance with the set back provisions of the Lumpkin County Subdivision Regulations, no house or other building or structure shall be constructed within seventy (70) feet of the centerline of any roadway adjoining the lot on which it was constructed. However, the Architectural and Landscape Control Committee shall be allowed to grant exceptions to this provision in unusual circumstances.

22. No sign of any character shall permanently be displayed or placed upon any part of the property except a sign identifying the residence and owner, the dimensions and design of which shall be subject to the regulations of the Architectural and Landscape Control Committee. Mailboxes shall comply in dimension and design to regulations of the Architectural and Landscape Control Committee.

23. All landscaping shall be done in such a way as to minimize the impairment of the scenic views which are available from the roads and lots in the Sky Country Subdivision. No lot owner shall plant any trees or shrubbery which will attain a height of greater than fifteen (15) feet without the approval of the Architectural and Landscape Control Committee.

## II. Architectural and Landscape Control Committee

1. All plans for any and all buildings and any additions to existing structures, all walls, fences, hedges used as walls, swimming pools, tennis courts and recreational facilities must be presented to and approved by the Architectural and Landscape Control Committee for the Sky Country Subdivision in writing prior to the commencement of any construction and the approval by the Committee shall be granted or denied in accordance with guidelines established by it and made available to all lot owners. The purpose of these guidelines will be to insure that no improvement constructed on any lot obstructs or reasonably detracts from the scenic views which are a primary

asset of the subdivision, and a further purpose shall be to protect the character of the subdivision by insuring that the external appearance of all improvements is esthetically compatible with the subdivision itself and with the buildings and other improvements already approved within the subdivision.

2. The Architectural and Landscape Control Committee shall consist of not less than three (3) members. Until such time as Developers deem it necessary and advisable, Developers shall have the right to appoint the members of the committee, and Developers may appoint themselves, their agents, employees or family members as members of the committee. At any time, Developers shall have the right to transfer to a Property Owner's Association the power and authority to appoint the members of the committee and to establish rules and regulations pertaining to the committee's authority and function if such an association is established by Developers or by the property owners themselves.

3. The committee shall approve or disapprove plans submitted to it within thirty (30) days after an application has been made in writing to the committee, and if the committee fails to act within the said thirty day period, the application shall be deemed to have been approved.

III. Effects of Covenants and Restrictions  
and their Extention or Modification

1. These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a minimum period of twenty (20) years from the date these covenants and restrictions are recorded, after which the said covenants and restrictions shall be automatically extended for successive periods of ten years unless by an instrument signed by 75% of the then owners of the building sites has been recorded agreeing to terminate or change said covenants and restrictions in whole or in part.

2. These covenants and restrictions may be changed, modified or amended by a duly recorded instrument signed by the owner or owners of 75% of the building sites in the development

3. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said covenants or retrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants

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and restrictions shall nevertheless remain in full force and effect. The failure of any party or person to enforce a covenant or restriction contained herein in any instance or against any instance or against any person shall not constitute a waiver or abrogation of said covenant or restriction.

4. The covenants and restrictions contained herein are supplementary to and independent of any and all laws or rules of any governmental agency, and except insofar as these covenants and restrictions shall be rendered void or shall be in conflict with the laws or rules of any governmental agency they shall not be deemed to have changed by virtue of any laws or rules hereinafter enacted or established by a governmental agency.

IN WITNESS WHEREOF, we the undersigned Developers of Sky Country Subdivision have hereunto set our hands and affixed our seals this 15<sup>th</sup> day of NOVEMBER, 1984.

Signed, sealed and delivered in the presence of:

Bea Phillips  
Witness

J. E. Owens (SEAL)  
J. E. OWENS

James H. Worley, Jr.  
Notary Public

Signed, sealed and delivered in the presence of:

Bea Phillips  
Witness

William G. Owens (SEAL)  
WILLIAM G. OWENS

James H. Worley, Jr.  
Notary Public

Signed, sealed and delivered in the presence of:

Bea Phillips  
Witness

Vinson Dover (SEAL)  
VINSON DOVER

James H. Worley, Jr.  
Notary Public

GEORGIA, LUMPKIN COUNTY  
CLERK'S OFFICE SUPERIOR COURT

FILED 12:45 P. M. Dec 3, 1984  
RECORDED IN Deed BOOK W.4 PAGE 720-725  
THIS 3rd DAY OF Dec 19 84

Edward E. Tucker  
EDWARD E. TUCKER, CLERK