

**Sky Country  
Phase 3  
Covenants**

J-1155

GEORGIA, LUMPKIN COUNTY  
CLERK'S OFFICE SUPERIOR COURT

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

10:50A March 7, 1992  
Deed Vol. 17-18  
The 17th of March 1992

Edward E. Tucker  
EDWARD E. TUCKER, CLERK

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 7-22-91 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



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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.

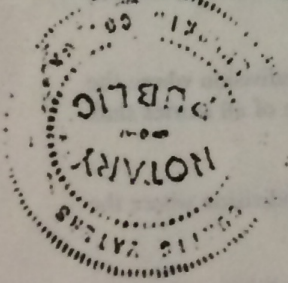
Signed, sealed and delivered in the presence of:

Kathy White  
Witness

Vinson Dover  
Vinson Dover (SEAL)

Paula Waters  
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)

**Sky Country  
Phase 3  
Easement**



## EASEMENT

GEORGIA, LUMPKIN COUNTY

Reference: Property of Vinson Dover, Sherman Green,  
J.D. Greenway and John C. Wimpy  
Land Lots 921, 957 & 978, 12th District, 1st Section  
Lumpkin County, Georgia

This grant of easement made this 13th day of March  
1992, from VINSON DOVER, SHERMAN GREEN, JOHN C. WIMPY AND J.D.  
GREENWAY, the State and County aforesaid, parties of the first  
part, to S.G. MIDDLETON, of the State and County aforesaid, as  
party of the second part.

WITNESSETH, that said parties of the first part for and in  
consideration of the sum of One Dollar and other good and  
valuable consideration in hand paid, the receipt of which is  
hereby acknowledged by the party of the second part, at and  
before the sealing and delivery of these presents, do grant,  
bargain, sell and convey unto S.G. MIDDLETON, the said party of  
the second part, his heirs, successors and assigns, an easement  
and perpetual right of way particularly described as lying and  
being in Land Lots 921 & 957 of the 12th District, 1st Section,  
Lumpkin County, Georgia and being a strip of land more  
particularly described and shown on a plat of survey for Sky  
Country Subdivision Phase Three prepared by Farley-Collins  
Associates, Georgia Registered Land Surveyors, which is made a  
part hereof by reference the same dated July 22, 1991 as revised  
on February 18, 1992, and recorded in Plat Book 24, Page 48,  
Lumpkin County records. The easement conveyed by this instrument  
shall be sixty (60) feet in width, thirty (30) feet on each side  
of the centerline of Yahoola Indian Road and Old River Road  
identified on said survey.

Said easement conveyed by this instrument may be dedicated  
by either party to Lumpkin County or the City of Dahlonega as a  
public road if either of said governments will accept the  
dedication.

The easement conveyed by this instrument is for the purpose  
of providing a 60 foot right-of-way for access, ingress, egress  
and installation of utilities, thereby connecting property of the  
party of the second part located in Land Lots 921, 957 & 978 with  
the publicly maintained roads of Sky Country Subdivision, the  
point of connection being via the easement area identified as  
Yahoola Indian Road and Old River Road on said plat above  
referenced which ultimately intersects with Highland Road.

The parties of the first part do hereby covenant with party  
of the second part that they are lawfully seized and possessed of  
the real estate above described, that they have a good and lawful  
right to convey it, or any part thereof, that it is free from all  
encumbrances, and that they will forever warrant and defend the  
title thereto against the lawful claims of all persons whomever  
claiming by, through or under said parties of the first part.

Parties of the first part grant unto the party of the second  
part, his heirs, successors, and assigns the right to connect new  
roadways which are located solely in Land Lots 921, 957 & 978 and  
originate on property owned by party of the second part, his  
heirs, successors and assigns, to the sixty-foot easement con-  
veyed herein. The right to connect to said sixty-foot easement  
is subject to the rules and regulations of the governing bodies  
of Lumpkin County and/or the City of Dahlonega.

IN WITNESS WHEREOF, said parties of the first part have  
hereunto set their hands and affixed their seals, the day and  
year above written.

(EXECUTION ON FOLLOWING PAGE)

GEORGIA, LUMPKIN COUNTY  
CLERK'S OFFICE SUPERIOR COURT

For 10:30 A 11 March 17, 1992  
Recorded in Deed Book W 10 Page 19-20  
The 17th day of March 1992  
Edward E. Tucker  
EDWARD E. TUCKER, CLERK



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Signed, sealed and delivered  
this 13<sup>th</sup> day of March,  
19 92 in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Vinson Dover

[Signature]  
Notary Public, State of Georgia

My commission expires: My commission expires May 16, 1992

Signed, sealed and delivered  
this 13<sup>th</sup> day of March,  
19 92 in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Sherman Green

[Signature]  
Notary Public, State of Georgia

Notary Public, Hall County, Georgia  
My Commission Expires Dec. 10, 1991

My commission expires: My Commission Expires Dec. 10, 1991

Signed, sealed and delivered  
this 13<sup>th</sup> day of March,  
19 92 in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
John C. Wimpy

[Signature]  
Notary Public, State of Georgia

My commission expires: My Commission Expires May 16, 1992

Signed, sealed and delivered  
this 13<sup>th</sup> day of March,  
19 92 in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
J.D. Greenway

[Signature]  
Notary Public, State of Georgia

My commission expires: My Commission Expires May 16, 1992

The above approved and accepted this 13<sup>th</sup> day of March,  
1992, by S.G. Middleton.

Signed, sealed and delivered  
this 13<sup>th</sup> day of March,  
19 92 in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
S.G. Middleton

[Signature]  
Notary Public, State of Georgia

Notary Public, Hall County, Georgia  
My Commission Expires Dec. 10, 1993

My commission expires: My Commission Expires Dec. 10, 1993

**Sky Country  
Phase 3  
Road Maintenance  
Agreement**



ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1993, by and between the herein undersigned parties, hereinafter referred to as Owners.

W I T N E S S E T H :

WHEREAS, these are the owners in a subdivision in Land Lots 920, 921, 957, 958 and 978 in the 12th District, 1st Section of Lumpkin County, Georgia, said subdivision being known as Phase Three Sky Country Subdivision, consisting of six (6) tracts as shown on plat dated 7/22/91, last revised 2/18/92, by Farley-Collins Associates, Georgia Registered Surveyors, recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Lumpkin County, Georgia records, and;

WHEREAS, the parties hereto desire that the hereinafter identified roads be maintained in good condition, being usable in all weather and all seasons;

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties under this agreement, they hereby agree as follows:

1.

The owner or owners of each of the tracts, or any subsequent subdivision thereof, numbered two (2) through six (6) shall share in the expense and maintenance of maintaining the private roads of Phase Three Sky Country Subdivision. Such private roadways are denoted on the referenced plat as "60 foot ingress-egress easements along centerline of gravel roads" and are shown to commence at that section of Old River Road which is a dedicated City street that extends from Highland Road a distance of approximately four hundred forty (440) feet. This road maintenance agreement extends along that private section of Old River Road to a point where it intersects with the centerline of the Georgia Power electric transmission line in Land Lot 957. This agreement also extends along Yahoola Indian Road from its intersection with Old River Road to a point where such private road intersects the east boundary line of tract number six (6). Said roads shall be maintained in a usable condition for all weather and all seasons, with said expense being shared among the owners of the tracts shown on the referenced plat or any subdivided portions of these tracts being served by said roadways. With the execution of this document, the owner or owners of each tract have made payment of One Hundred Fifty Dollars (\$150.00) each and each tract owner or owners or any subdivided portions of any of the tracts numbered two (2) through six (6) agree to pay an annual fee of One Hundred Fifty Dollars (\$150.00), the next payment due one year from this date and continuing each year thereafter, for such maintenance of the referenced private roadways.

It is noted that tract one (1) is served by that portion of Old River Road that is a dedicated City street and is maintained by the City of Dahlonega, therefore, it is excluded from this agreement so far as no entrance access drives are made from tract one (1) to the private roadways herein referenced. In the event access roads are cut into the referenced private roadways, then the owner or owners of tract one (1) or its subdivided portion or portions making such entrance drive shall at that time forthwith be required to pay One Hundred Fifty Dollars (\$150.00) maintenance roadway fee and the subsequent One Hundred Fifty Dollar (\$150.00) payments at the regularly scheduled payment date for all other tracts.

The method of safekeeping and expenditure of funds shall be determined by majority of owners.

2.

The owners of all tracts shall comprise the Owner's Association. The association shall meet at such times as a meeting



may be called by a majority of the tract owners. At such meetings, the owners shall discuss the conditions of the roads and any required maintenance and shall vote on the maintenance or repairs proposed by any owner. The owner or owners of each tract or subdivided portion thereof shall have one (1) vote.

3.

In the event the sums agreed to herein are not ample to maintain said roads, and upon the vote of a majority of tract owners, an additional equal assessment shall be made to maintain said roads. The majority of tract owners may contract with third parties to so maintain and repair the roads. However, the majority of tract owners shall not have the authority to assess expenses of more than Two Hundred Dollars (\$200.00) per year per tract or subdivision thereof unless such assessments are unanimously approved by the owners of all tracts.

4.

Failure of any owner to pay his proportional assessment shall entitle the association to file a materialman's lien against said owner's property and to proceed against said property and said owner to enforce said lien as allowed by law.

5.

Property owners agree to require the subsequent Purchaser or Purchasers of each tract or subdivided portion to execute a binding document identical to the contents of this agreement.

6.

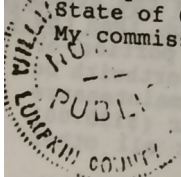
This agreement may be amended or discontinued at any time by unanimous written consent of all property owners of Phase Three Sky Country Subdivision.

IN WITNESS WHEREOF the undersigned parties have set their hands and affixed their seals the day and year above written.

Signed, sealed and delivered in the presence of:

Sabrina Dooch  
Witness

William W. Woody  
Notary Public  
State of Georgia At Large  
My commission expires: 12/19/94



GEORGIA, LUMPKIN COUNTY  
CLERK'S OFFICE SUPERIOR COURT

Filed 12:25 P.M. 07.29.93  
Recorded in Book 112, Page 11-12  
This 29th day of July, 1993

Edward E. Tucker  
EDWARD E. TUCKER, CLERK

Vinson Dover (SEAL)  
Owner - Vinson Dover  
Tracts #2, 4 & 5

Sherman Green (SEAL)  
Owner - Sherman Green  
Tracts #2, 4 & 5

J.D. Greenway (SEAL)  
Owner - J.D. Greenway  
Tracts #2, 4 & 5

John C. Wimpy (SEAL)  
Owner - John C. Wimpy  
Tracts #2, 4 & 5

S.G. Middleton (SEAL)  
Owner - S.G. Middleton  
Tracts #1 & 6

Darrin Quick (SEAL)  
Owner - Darrin Quick  
Tract #3