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Dena Adams, C.S.C.  
White County, GA



**RESTATED DECLARATION of RESTRICTIVE COVENANTS  
For  
PEACEFUL VALLEY SUBDIVISION**

**DECLARATION MADE THIS 25<sup>th</sup> DAY OF JUNE, 2016, BY  
PEACEFUL VALLEY PROPERTY OWNERS ASSOCIATION,  
INCORPORATED**

WITNESSETH

WHEREAS, Blue Ridge Acres, Inc. was the original owner/developer of Peaceful Valley, a subdivision located in White County, Georgia, and WHEREAS, Peaceful Valley Property Owners Association, Inc. (hereinafter referred to as the Association) has been formed as a nonprofit corporation for the purpose of assuming responsibilities which were relinquished by the developer, and WHEREAS, Peaceful Valley Property Owners, Inc. and Blue Ridge Acres, Inc. desire to provide for the preservation of the values and amenities in said community, and to this end, desire to subject the real property to the protective covenants, restrictions, easements, assessments and liens hereinafter set forth, each to make provision for subjecting other real property which may be developed as a part of said community to this Declaration and to other declarations containing protective covenants, restrictions, easements, assessments and liens and WHEREAS, there have been established for said Subdivision certain Restrictive Covenants, a copy of which appears in Deed Book 464, pages 440-444, White County Georgia, Deed Records, and WHEREAS, said Restrictive Covenants provide procedures for the amendment and extension of said Restrictive Covenants, and which procedures have been observed.

NOW THEREFORE, the following Restated Restrictive Covenants are adopted and all properties in Peaceful Valley Subdivision are hereby subjected to this Declaration. All properties in Peaceful Valley Subdivision (described in Exhibit A attached hereto and made a part hereof) shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Declaration.

## **ARTICLE 1**

Said lots and all land shall be used exclusively for residential purposes.

**1(a)** No short term rentals (i.e. less than thirty [30] days) shall be allowed.

**1(b)** The owner may conduct ancillary business activities within the dwelling as long as:

a) The existence of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling.

b) The business does not cause additional traffic in the community and does not have equipment and/or deliveries entering or exiting the community.

## **ARTICLE 2**

Not more than one single family dwelling house shall be erected or constructed on any one lot, nor more than one building for a garage. The house shall be occupied by no more than one family. One family is defined to include any renter of said property. i.e., If a member lives in the house, they may not rent part of the house to an additional family, or if the house is rented to a nonmember, this nonmember must be described as one single family. No building or structure of any kind shall be erected prior to the erection of dwelling house.

**2(a)** Each property owner shall be responsible for any damage caused in Peaceful Valley area by residents, their guests, or tenants. The Board shall then be empowered to levy a fine equal to the damages against the perpetrator to pay the repair of these damages.

**2(b)** Each property owner shall be solely responsible for the upkeep and maintenance of their property. This includes, but is not limited to, picking up trash and mowing of grass. Included in this upkeep is the removal of downed trees that are visible from the road. Garbage cans shall not be visible from the street, except for the twenty-four (24) hour period when garbage is to be picked up. No permanent receptacles shall be erected in yards, driveways or on the roadside for placement of garbage cans awaiting pickup. Garbage cans shall not be stored on porches if visible from the street.

**2(c)** Each property owner, heir or successor is responsible for the timely repair or removal of any structure on their property that is damaged through any act of natural disaster, vandalism, arson or disrepair. This applies to any owner who has newly purchased the property after the event. Natural disaster is defined as, but not limited to: storms, earthquake, fire, tornado hurricane or flood. Timely is defined as within three (3) months of the date of the occurrence. If there are extenuating circumstances, a waiver may be applied for, in writing to the Board of Directors for consideration and possible approval for an extension of time to be agreed upon by a quorum of the Board of Directors.

### **ARTICLE 3**

Recreational vehicles, campers, boats, trailers, and similar items must be kept within a permitted enclosed structure at all times. Said permit shall be revoked by the Association given due cause including, but not limited to, unsightly or deteriorating condition of such structures or failure to keep vehicle, camper, boat, or trailer within garage structure. Any such structures must be compatible with the construction and design of the house on the lot. No vehicle which is unlicensed, untitled, inoperative or having expired license plates are allowed to be stored outside of a permitted, enclosed structure as stated above. No mobile/manufactured homes are allowed.

### **ARTICLE 4**

No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for the purpose of construction on such a lot and shall not be stored on such lot longer than that length of time reasonably necessary for the construction in which same is to be used.

### **ARTICLE 5**

Each property owner shall provide space for parking two (2) vehicles off the street prior to occupancy of any dwelling constructed on said lot. No on-street parking is permitted.

### **ARTICLE 6 -BUILDING ASSESSMENT, SUBMISSION AND APPROVAL OF BUILDING PLANS AND CULVERTS**

All assessments, including a one-time Construction Impact Fee of one-thousand, five hundred dollars (\$1500.00) shall be paid in full before written approval by the Association is granted. If damages are done to the Association infrastructure during construction, the property owner will be assessed the costs of repair incurred by the Association. Two (2) sets of plans for any building, showing front, side and rear elevations, floor plans and site location must be submitted for written approval by the Association. One set of house plans will be returned to the member after approval by the Association. If house plans, etc. are not approved by the Association, both sets of plans will be returned to the member. Complete specifications as to the materials, typical wall sections, basic exterior finishes and colors are also required. The Association shall act to approve or disapprove the initial submission of plans within thirty (30) days of receipt. Changes in approved plans require further written approval by the Association. If culverts are necessary, they will be the responsibility of the homeowner. Any additions to existing structures must be approved by the Association. The review process for additions shall follow the same procedure described in Section 7 for any building.

## **ARTICLE 7 - HOUSE REQUIREMENTS**

The enclosed floor space (exclusive of carports, garages, basements and porches) of all houses shall have a minimum of not less than fourteen-hundred (1,400) square feet of heated space on the first floor. Cinder block is to be used for basements or garages only.

## **ARTICLE 8 - BUILDING LOCATION**

Except with the express written permission of the Association first had and obtained, no house or portion thereof, or other structure shall be erected closer than twenty (20) feet from the side of any lot, forty (40) feet from the rear of any lot, and forty (40) feet from the front line of any lot. For the purpose of this provision, the front line of a lot shall be deemed to be the lot line(s) which is contiguous to a street or road.

## **ARTICLE 9 - CONSTRUCTION**

The exterior of any house must be completed within twelve (12) months from the date of which the construction is commenced.

## **ARTICLE 10 - SUBDIVIDING/CONSOLIDATION OF LOTS**

Lots may be consolidated with written permission of the Association first had and obtained. Subdividing of lots is not allowed.

## **ARTICLE 11 - GENERAL REQUIREMENTS**

(a) No commercial signs, excluding "for rent", "for sale" and other similar signs shall be erected or maintained on any lot except as may be required by legal proceedings. Property identification and like signs exceeding a combined total of more than three (3) square feet shall not be erected without the written permission of the Association.

(b) All sanitary facilities and wells must be approved as to location and construction by the White County Board of Health.

(c) No noxious trade or offensive activity shall be permitted on any lot, road or area, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

(d) No animals or fowl shall be kept or maintained on any lot except customary household pets. All household pets (to include, but not limited to, dogs and cats) shall be restricted to the owner's property unless accompanied by the owner. The Board shall be empowered to enforce this article using outside means after the member has been advised. The member will be responsible for any costs involved with the enforcement of this article.

(e) Selected cutting of trees is permitted. Cutting of trees for sale is not permitted. Open fires shall be attended until completely extinguished. Burning of garbage or trash must be in a closed container.

(f) Easements for all public utilities and drainage are reserved under and over all lots. Thirty (30) feet of easement along all streams and branches are hereby reserved for use of the Association for maintaining streams in good condition. No building, campers, trailers or structures may be placed within forty (40) feet of any stream or spring without written permission from the Association.

(g) No "all terrain vehicles", "go-carts", "dirt bikes", or "three-wheelers" shall be allowed on the roads.

(h) No motor vehicles above 10,000 pounds or over three axels will be permitted except for service and construction deliveries within Peaceful Valley.

(i) No hunting is allowed within the Peaceful Valley boundary lines. This includes, but is not limited to bow, trapping or firearms.

## **ARTICLE 12 – ASSESSMENTS**

Annual assessments and fees per membership are as follows: There is an annual assessment per membership of forty-eight dollars (\$48.00) for upkeep, administrative, liability insurance, capital improvements and road maintenance not covered by the road maintenance assessment. The road maintenance assessment fee of one hundred fifty dollars(\$150.00) per lot shall be used exclusively for road maintenance. A one-time Construction Impact Fee of one-thousand, five-hundred (\$1500.00) per lot for all new home construction shall be assessed the respective lot owner prior to a commencement of construction. This nonreturnable, nonrefundable fee is to help offset the expense incurred due to the damage done to the Association infrastructure during the construction process.

All assessments shall be due irrespective of use or nonuse by any lot owner. All assessments shall constitute a lien on the property and a personal obligation of the lot owner at the time the assessment is due. If assessments are not paid within thirty (30) days from the due date, they shall bear interest at the maximum legal rate allowed by Georgia law, and the Association may bring legal action against the property owner personally obligated to pay the same and/or foreclose its lien against the lot to which it relates. Such property owner, by the acceptance of a deed or other conveyance of a lot, vests in the Association the right and power to bring all actions against said owner for the collection of such assessments as a debt and to foreclose the lien in an appropriate legal proceeding.

## **ARTICLE 13 – ENFORCMENT**

(a) These Restrictions shall be considered as Covenants running with the land and shall bind all lot owners, their heirs, executors, successors, administrators and assigns. The said owners, their heirs, executors, administrators, successors or assigns shall not violate, or attempt to violate, any of the Covenants or Restrictions herein contained.

Any invalidation of any one of the Covenants or Restrictions shall in no way affect any other of the provisions thereof, which shall therefore remain in full force and effect. Enforcement of the Covenants and Restrictions contained herein, and of any other provision hereof shall be by an appropriate proceeding at law or in equity against a person or persons violating or attempting to violate said Covenants, Restrictions, or other provisions, either to restrain violation or enforce personal liability or to recover damages, or by any appropriate proceedings at law or in equity against the land to enforce any change or lien arising by virtue thereof. Any failure by the Association or any property owner to enforce any of said Covenants and Restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter.

(b) Any attorney fees due to collection of dues or assessments or the enforcement of any of the articles in the Restrictive Covenants or By-Laws are to be paid by the property owner whose delinquent fees or violation of any of the articles in the Restrictive Covenants or By-Laws have caused the attorney's bill, provided that the Association prevails in legal action. In addition, applicable property owners are responsible for any administrative costs (filing fees, postal charges, etc.) in conjunction with legal procedures (lien fees, filing fees, court fees, etc.) incurred in attempts to collect delinquent accounts which result from delinquencies in payments of annual assessments and/or covenant or by-law violations.

(c) In the event that a property owner does not comply with any current or future covenant (after proper approval of required property owners as per P.V.P.O.A. Covenants), the Board shall notify the property owner by certified mail of the specific violation and required action. The property owner shall then have fourteen (14) days to respond to the Board with the planned action to clear the violation. The plan should include a projected time frame for completion. Should the required action not be complied with, the Board shall be authorized to fine the property owner for failure to act as required. Fines and penalties for violations and infractions of the Covenants may be levied as determined by the Board and as published in the official minutes of the Board meeting at which they were approved. The fines shall be made an official part of the minutes of the Board and can only be changed through official Board action. Interest shall be added to unpaid fines as allowed in current Covenants and the total will be included in any lien that may be placed against the specific property where the violation occurred.

#### **ARTICLE 14 — RIGHT OF APPEAL**

An individual member has the right of appeal against any action or decision made under these Covenants by the Board of Directors, or any appointed Officer, or any appointed committee. The member can appeal to the Grievance Committee elected by the membership, and the decision of the Grievance Committee shall be final.

#### **ARTICLE 15 — TERMS OF RESTRICTIONS**

These restrictions shall continue in force and in effect until June 30, 2021, and shall be

automatically extended for successive ten (10) year periods thereafter, unless affirmative action is taken to revoke these Covenants in the same manner provided for amendment of the Covenants

#### **ARTICLE 16 - AMENDMENTS**

These Covenants may be amended at any time by affirmative vote of majority (more than half [50%] of the total votes) of the members of the Association actually present, in person, by proxy, or absentee ballot at a regularly called meeting of the members of the Association

(regular called Annual Meeting and/or Special Called Meeting) at a designated meeting place and time in White County, Georgia. Notice and method of call to be determined by the By-laws of the Association. Voting rights shall be on the basis of one vote per membership.

#### **ARTICLE 17 — STREETS**

The portion of land shown on the plat of Peaceful Valley Subdivision as streets are not dedicated to public use and title thereto shall remain in the Association subject to the right of lot owners and those claiming under them to use the same for ingress and egress to and from the public roads by the most direct course over the street shown on said plat, and if and when dedicated for public use, and easement is hereby reserved for all public utilities and all other easements herein contained. The easements herein contained shall apply should any municipal body accept the portion of land laid out as streets in the aforementioned plat.

#### **ARTICLE 18 — EFFECTIVE DATE**

This restatement of Restrictive Covenants shall be effective June 26, 2016

**ARTICLE 19 —** The term "Peaceful Valley Property Owners Association, Incorporated" shall also include their successors and assigns.

AMENDMENTS: 6/30/90, 6/26/93, 6/30/95, 6/29/96, 6/28/97, 6/27/98, 6/26/99, 6/30/01, 6/29/02, 6/26/04, 6/30/12, 6/25/16

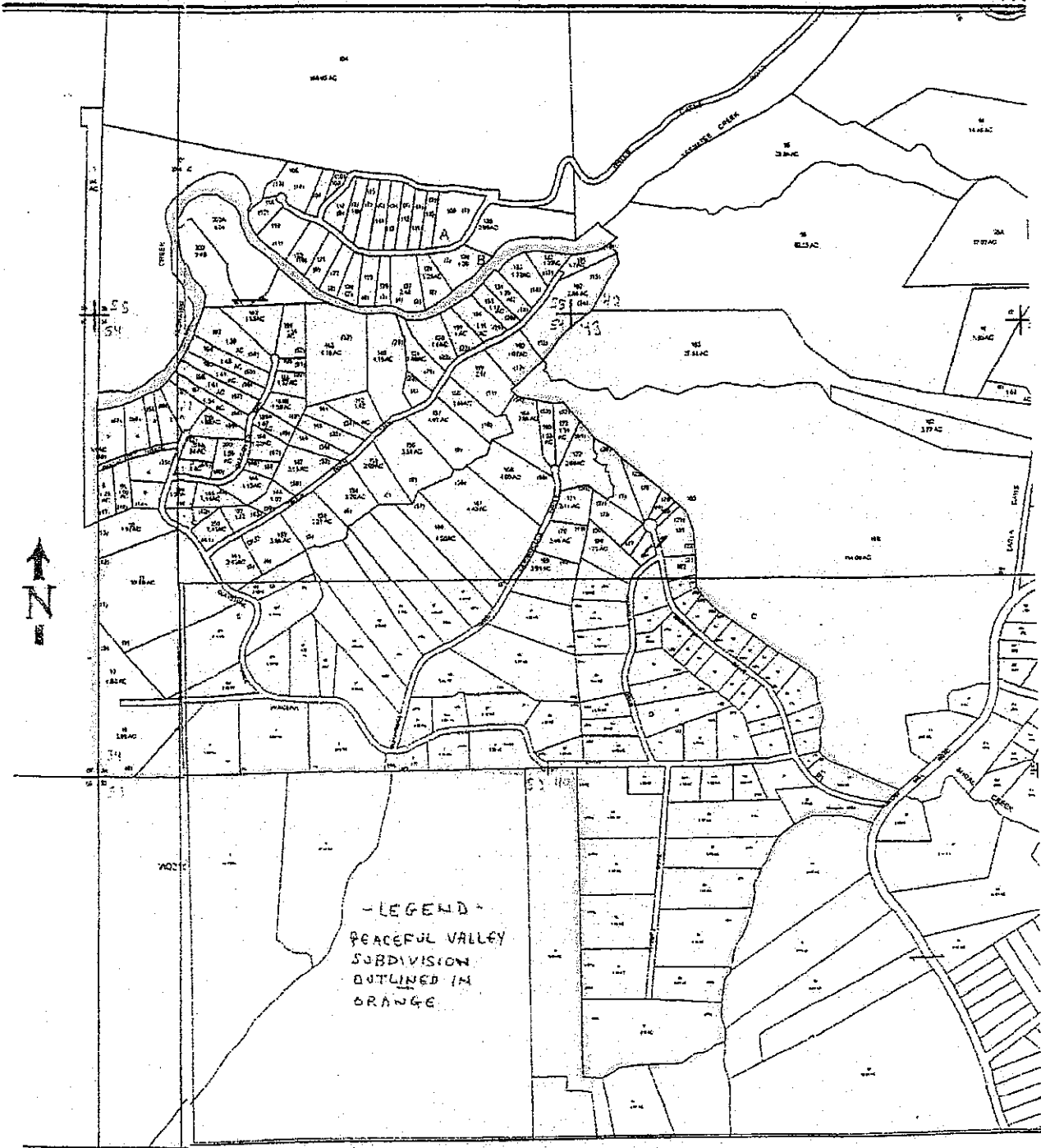


EXHIBIT "A"



**PEACEFUL VALLEY PROPERTY OWNERS ASSOCIATION, INCORPORATED**

State of Georgia  
County of WHITE

**CERTIFICATION**

These Restated Restrictive Covenants were approved by the members of Peaceful Valley Property Owners Association, Inc. by a majority vote at an Annual Meeting on June 25, 2016.

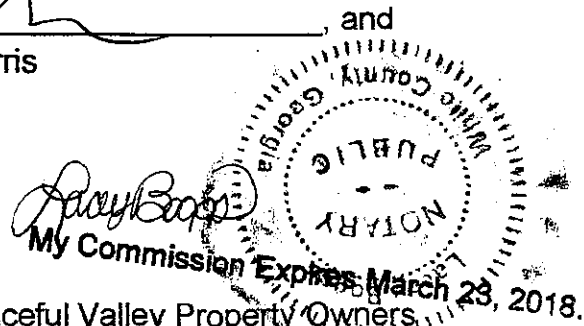
We, Rebecca Wilson  
Rebecca Wilson

Maureen Frame  
Maureen Frame

Judith Pound  
Judith Pound

Tonya Norris, and  
Tonya Norris

Keli Delamora  
Keli Delamora



Hereby certify that we are the duly elected Officers of Peaceful Valley Property Owners Association, Inc. (PVPOA) ; that the attached hereto are the Restated Restricted Covenants of PVPOA, and that such have been duly enacted and are in full force and effect as of June 25, 2016.

DATED June 25, 2016

Rebecca Wilson  
Board Member

Judith Pound  
Board Member

Maureen Frame  
Board Member

Tonya Norris  
Board Member

Keli Delamora  
Board Member

Subscribed and sworn to before me this date of 10/02/2017

Tracy Bopp  
Notary  
Notary for Judith Pound only. (199)

