



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

RESTATED DECLARATION of RESTRICTIVE COVENANTS
For
PEACEFUL VALLEY SUBDIVISION

DECLARATION MADE THIS 30th DAY OF JUNE, 2012, 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. 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.

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 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 axles will be permitted except for service and construction deliveries within Peaceful Valley.

ARTICLE 12- ASSESSMENTS

Annual assessments and fees per membership are as follows: There is an annual assessment per membership of forty-eight (\$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 (\$100.00) per lot shall be used exclusively for road maintenance. A one-time Construction Impact Fee of one thousand, five hundred dollars (\$1,500) per lot for all new home construction shall be assessed to the respective lot owner prior to 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 with 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 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- ENFORCEMENT

(a) These Restrictions shall be considered as Covenants running with the land and shall bind all lot owners, their heirs, executors; 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 provision 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 on 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 or by proxy, 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 30, 2012.

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.

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 30, 2012.

We, _____, _____
Doug Richey **Joan Rochester**
_____, _____, and
Erica Davis **Maureen Frame**

Judith Pound

hereby certify that we are the duly elected Officers of Peaceful Valley Property Owners Association, Inc. (PVPOA); that attached hereto are the Restated Restrictive Covenants of PVPOA, and that such have been duly enacted and are in full force and effect as of June 30, 2012.

Dated: July _____ 2012

| | |
|-----------------------|-----------------------|
| _____ Board Member | _____ Board Member |
| _____ Board Member | _____ Board Member |
| _____ Board Member | |

Subscribed and sworn to before me this date of July _____, 2012

Notary Public



PEACEFULVALLEY P.O.A., INC.
P.O. BOX 2794
CLEVELAND, GEORGIA 30528

November 4, 2019

ERA Alco Realty
182 S. Main Street
Cleveland, GA 30528

Dear Real Estate Broker and Agents:

Peaceful Valley subdivision is located off Asbury Mill Road, Cleveland, GA and we have several lots currently on the market and a few other properties [homes].

During a recent drive through by our Board of Directors, we made note of the real estate sale signs and our Secretary/Treasurer researched on-line what is posted on the respective Realtor website for that particular property. We found a few errors, such as the HOA fee *on one listing reflected \$450.00 a month. This is definitely an error.* Currently our ANNUAL DUES are \$198.00. Peaceful Valley is a private sub-division, where as we maintain our own roads and a portion of the Annual Dues is reserved for maintenance of our roads. We have 7 miles of roadway.

The purpose of our letter is to reach out to area Realtors, as we've discovered that the listing agent doesn't always have a copy of the current Covenants/By-Laws nor do the agents know who to contact. We are more than happy to provide a copy of the current documents and should you or the closing attorney's office need verification that the Seller is current on all dues; we will provide you with the information. Of course, the Seller should provide a copy to their listing agent upon signing a sales agreement, but that doesn't always happen.

We do have a website, but currently it has been taken down for update purposes by our facilitator. Once the Website is back up and working, we hope to post the current Covenants/By-Laws, so that potential buyers, agents and others interested in Peaceful Valley properties can access the correct information.

Please feel free to share this information with your agents office or any of your Real Estate friends.

Should you have any questions or need additional information, please contact one of our Board members.

Respectfully,

Board of Directors – term of 2019-2021

CC: File Copy

Judy Pound - Chair-- 770-456-1467
Joan Miller – Vice Chair - 470-465-2319 – onecoolmimi@myemc.net
Sherry Collins –Secretary/Treasurer – 601-985-8417 -- scollins7@bellsouth.net
Open Position – Secretary
Open Position – Member-At-Large