

Recorded
Towns County, Georgia
Clerk's Office Superior Court
File for Record 2-28
20 03, at 2-45 P M
Recorded 2-28 20 03
In Book No. 2 Page 465-
Cecil Dye, Clerk 469

**Declaration of Restrictions and Protective Covenants
for
Valley View Subdivision**

Towns County, Georgia
Clerk's Office Superior Court
File for Record 2-28
20 03, at 10-30 A M
Recorded 2-28 20 03
In Book No. 265 Page 399-
Cecil Dye, Clerk 402

**STATE OF GEORGIA
COUNTY OF TOWNS**

Now, therefore, the Developers of Valley View Subdivision declare that the following restrictions and protective covenants are placed upon the real property described on the plat referred to as Exhibit "A", attached hereto and incorporated herein by reference (and delineated on said plat as lot numbers one (1) through twelve (12)), and shall constitute covenants running with the land.

1. Membership in the Valley View Subdivision Property Owners' Association is automatic upon the vesting of title in the individual lot or tract owner(s). The Association shall govern itself in accordance with its Bylaws and the General Statutes of the State of Georgia.
2. All lots shall be used for residential purposes and no residence shall be constructed thereon of less than 1400 square of heated living space on the main level of the structure, and all such structures must be completed on the exterior within twelve (12) months from the date of commencement of construction except where such construction is impossible, or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities. The exterior of any residence or other structure placed upon any lot shall be finished in wood, stucco, brick or stone, or a combination of such materials. Any such exterior finish shall be in "earth tone" colors so as to create continuity among the structures within the subdivision. Further, the exterior of any such structure shall not contain any exposed concrete block. Concrete block used in the construction of any residence or other structure placed upon any lot shall be covered with wood, brick, stucco or stone. Log construction is permitted. The main body of the residence constructed on each lot shall have a roof pitch of 8/12 or greater.
3. No mobile homes, modular homes, or travel trailers shall be allowed on any lot, nor shall any motorcycles or motorbikes be operated without factory installed muffler and spark

arrester, and any such use of motorcycles or motorbikes shall be for ingress or egress only on completed roads.

4. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon lending to cause embarrassment, discomfort, annoyance or nuisance to the neighbors.
5. The grounds of each lot, whether vacant or occupied, shall be maintained in a neat and attractive condition, and no disabled vehicles or appliances shall be allowed to remain on any lot.
6. No pigs, sheep, cattle, poultry or fowl may be kept upon any lot. A reasonable number of domestic household pets may be kept upon the property, provided, however, that such use is not for a commercial or business purpose.
7. Any household pets must be leashed or trained so that they will not molest any person or other animal. A property owner's animals or pets shall at all times be confined to that property owner's property. No property owner shall allow any animal or pet to create any noxious or offensive condition upon the property and no property owner shall allow any such animal to become an annoyance or nuisance to the neighborhood.
8. All fuel tanks, garbage receptacles or similar storage receptacles shall be suitably framed or shielded from view. There shall be no chain link fences placed upon any lot.
9. There shall be no parking of automobiles of any kind in the common roadways of the subdivision. It shall be the responsibility of each lot owner to provide adequate parking space for automobiles on their lot, in order to prevent parking in the common roadways of the subdivision.
10. No business establishment is to be built nor any business or commercial operation conducted on any lot of the subdivision.
11. All residences or other structures placed upon any lot shall be set back from platted roads of the subdivision a minimum of twenty (20) feet, and shall be set back from any side lot line a minimum of fifteen (15) feet.
12. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken in the front yard of any lot, or in the driveway, garage, carport or other place where such condition is visible from any subdivision road.
13. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing for building purposes shall be stored on any lot except for purposes of construction on such lot, and said materials shall not be

stored on such lot for longer than the length of time reasonably necessary for the construction in which same is to be used.

14. No lot described in this Declaration may be subdivided or re-divided or conveyed, except by its entirety, and no lot shall be reduced to a size less than its size at the time of the conveyance from the Developers.
15. All subdivision roads (except for driveways within Valley View Subdivision) as shown on the attached plat and Exhibit "A", beginning at the public road known as Tate City Road, shall be easements granted to owners of lots within the subdivision, and shall be dedicated for the ingress and egress of said owners. Until such time as 75% of all lots within the subdivision have been conveyed (nine (9) lots total) by Developers, Developers reserve the right to solely oversee and implement the improvement and maintenance of all subdivision roads in order to ensure the quality, care and protection of said roads for purposes of marketing the sale of lots. Prior to this time, it is the intention of the Developers to pave all Subdivision roads at their own cost. At such time as 75% of all lots within the subdivision have been conveyed (nine (9) lots total) by Developers, the overseeing and implementation of improvements and maintenance of all paved subdivision roads shall become the sole responsibility of the owners, as members of the Property Owners' Association. This responsibility includes maintenance and repair of the entrance gate.

Developers hereby impose an annual pro rata assessment of \$150.00 per lot due June 1st of each year, for said road maintenance. This annual assessment shall be a permanent charge and lien upon each member's property and shall be enforceable by the Developers and, thereafter, the Association, or by any individual lot owner by the appropriate proceeding in law, or equity assessments shall be established by the Board of Directors for the Association as prescribed by its Bylaws. This road maintenance fee may be amended as necessary by the Developers and, thereafter, the Association, as may be deemed necessary.

16. The restrictions and protective covenants of this Declaration shall run with and bind the land in perpetuity, and shall remain in force and effect and inure to the benefit of the property owners and be enforceable by the property owners or any one of them subject to this Declaration. These restrictions and protective covenants shall automatically renew every 20 years unless, by a unanimous vote of all lot owners, they are revoked. However, modifications or changes herein may be made as provided in the Association's Bylaws. The grantee of any deed or other conveyance of any interest in said property, whether or not is shall be so expressed in such deed or other conveyance, shall be bound by the terms and provisions hereof and shall take their interest in said tract subject to the provisions of this Declaration and the Association's Bylaws.
17. There is also conveyed herewith, a perpetual non-exclusive easement for ingress and egress to and from the lots in Valley View Subdivision over and across that certain portion

of Nichols Lane to Tate City Road, a public road, as same is shown on the plat attached hereto as Exhibit "A".

NOTE: Lot "A", as shown on the attached plat and Exhibit "A", IS NOT a part of Valley View Subdivision, although it IS SUBJECT to paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15 & 16 of this Declaration of Restrictions and Protective Covenants for Valley View Subdivision. Developers expressly reserve, for Lot "A", a perpetual non-exclusive easement over and across Nichols Lane to Tate City Road, a public road, as shown on the attached plat and Exhibit "A", for the purpose of ingress and egress to and from said Lot "A".

NOTE: Lot "B", as shown on the attached plat and Exhibit "A", IS NOT a part of Valley View Subdivision, nor is it subject to the Declaration of Restrictions and Protective Covenants for Valley View Subdivision.

Signed, sealed and delivered in the presence of the undersigned, this 2nd day of February, 2003.

[Signature]
Witness

[Signature]
Notary Public
(SEAL)
My Commission Expires:

Developers:

[Signature]
David F. Nichols

[Signature]
Barbara S. Nichols

ANNE E. WILCOX
Notary Public, Rabun County, Georgia
My Commission Expires 1-27-2005

**First Amendment to
Declaration of Restrictions and Protective Covenants
for
Valley View Subdivision**

**STATE OF GEORGIA
COUNTY OF TOWNS**

Towns County, Georgia
Clerk's Office Superior Court
File for Record 5-19
20 03, at 11:59 0 M
Recorded 5-19 20 03
In Book No. 273 Page 124-
Cecil Dye, Clerk 126

Now, therefore, the Developers of Valley View Subdivision declare that the following restrictions and protective covenants are placed upon the real property described on the plat referred to as Exhibit "A", attached hereto and incorporated herein by reference (and delineated on said plat as lot numbers one (1) through twelve (12)), and shall constitute covenants running with the land.

1. Membership in the Valley View Subdivision Property Owners' Association is automatic upon the vesting of title in the individual lot or tract owner(s). The Association shall govern itself in accordance with its Bylaws and the General Statutes of the State of Georgia.
2. All lots shall be used for residential purposes and no residence shall be constructed thereon of less than 1400 square of heated living space on the main level of the structure, and all such structures must be completed on the exterior within twelve (12) months from the date of commencement of construction except where such construction is impossible, or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities. The exterior of any residence or other structure placed upon any lot shall be finished in vinyl, wood, stucco, brick or stone, or a combination of such materials. Any such exterior finish shall be in "earth tone" colors so as to create continuity among the structures within the subdivision. Further, the exterior of any such structure shall not contain any exposed concrete block. Concrete block used in the construction of any residence or other structure placed upon any lot shall be covered with wood, brick, stucco or stone. Log construction is permitted. The main body of the residence constructed on each lot shall have a roof pitch of 8/12 or greater.
3. No mobile homes, modular homes, or travel trailers shall be allowed on any lot, nor shall any motorcycles or motorbikes be operated without factory installed muffler and spark arrester, and any such use of motorcycles or motorbikes shall be for ingress or egress only on completed roads.
4. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighbors.
5. The grounds of each lot, whether vacant or occupied, shall be maintained in a neat and attractive condition, and no disabled vehicles or appliances shall be allowed to remain on any lot.

6. No pigs, sheep, ~~de~~, equine, poultry or fowl may be kept on any lot. A reasonable number of domestic household pets may be kept upon the property, provided, however, ~~that such use is not for a commercial or business purpose.~~
7. Any household pets must be leashed or trained so that they will not molest any person or other animal. A property owner's animals or pets shall at all times be confined to that property owner's property. No property owner shall allow any animal or pet to create any noxious or offensive condition upon the property and no property owner shall allow any such animal to become an annoyance or nuisance to the neighborhood.
8. All fuel tanks, garbage receptacles or similar storage receptacles shall be suitably framed or shielded from view. There shall be no chain link fences placed upon any lot.
9. There shall be no parking of automobiles of any kind in the common roadways of the subdivision. It shall be the responsibility of each lot owner to provide adequate parking space for automobiles on their lot, in order to prevent parking in the common roadways of the subdivision.
10. No business establishment is to be built nor any business or commercial operation conducted on any lot of the subdivision.
11. All residences or other structures placed upon any lot shall be set back from platted roads of the subdivision a minimum of twenty (20) feet, and shall be set back from any side lot line a minimum of fifteen (15) feet.
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13. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing for building purposes shall be stored on any lot except for purposes of construction on such lot, and said materials shall not be stored on such lot for longer than the length of time reasonably necessary for the construction in which same is to be used.
14. No lot described in this Declaration may be subdivided or re-divided or conveyed, except by its entirety, and no lot shall be reduced to a size less than its size at the time of the conveyance from the Developers.
15. All subdivision roads (except for driveways within Valley View Subdivision) as shown on the attached plat and Exhibit "A", beginning at the public road known as Tate City Road, shall be easements granted to owners of lots within the subdivision, and shall be dedicated for the ingress and egress of said owners. Until such time as 75% of all lots within the subdivision have been conveyed (nine (9) lots total) by Developers, Developers reserve the right to solely oversee and implement the improvement and maintenance of all subdivision roads in order to ensure the quality, care and protection of said roads for purposes of marketing the sale of lots. Prior to this time, it is the intention of the Developers to pave all Subdivision roads at their own cost. At such time as 75% of all lots within the subdivision have been conveyed (nine (9) lots total) by Developers, the overseeing and implementation of improvements and maintenance of all paved subdivision roads shall become the sole responsibility of the owners, as members of the Property Owners' Association. This responsibility includes maintenance and repair of the entrance gate.

16. The restrictions and protective covenants of this Declaration shall run with and bind the land in perpetuity, and shall remain in force and effect and inure to the benefit of the property owners and be enforceable by the property owners or any one of them subject to this Declaration. These restrictions and protective covenants shall automatically renew every 20 years unless, by a unanimous vote of all lot owners, they are revoked. However, modifications or changes herein may be made as provided in the Association's Bylaws. The grantee of any deed or other conveyance of any interest in said property, whether or not is shall be so expressed in such deed or other conveyance, shall be bound by the terms and provisions hereof and shall take their interest in said tract subject to the provisions of this Declaration and the Association's Bylaws.
17. There is also conveyed herewith, a perpetual non-exclusive easement for ingress and egress to and from the lots in Valley View Subdivision over and across that certain portion of Nichols Lane to Tate City Road, a public road, as same is shown on the plat attached hereto as Exhibit "A".

NOTE: Lot "A", as shown on the attached plat and Exhibit "A", IS NOT a part of Valley View Subdivision, although it IS SUBJECT to paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15 & 16 of this Declaration of Restrictions and Protective Covenants for Valley View Subdivision. Developers expressly reserve, for Lot "A", a perpetual non-exclusive easement over and across Nichols Lane to Tate City Road, a public road, as shown on the attached plat and Exhibit "A", for the purpose of ingress and egress to and from said Lot "A".

NOTE: Lot "B", as shown on the attached plat and Exhibit "A", IS NOT a part of Valley View Subdivision, nor is it subject to the Declaration of Restrictions and Protective Covenants for Valley View Subdivision.

Signed, sealed and delivered in the presence of the undersigned, this 13th day of May, 2003.

Ashelee Adams
Witness

Victoria E. Carr
Notary Public

(SEAL)

My Commission Expires: 10/5/06

Developers:

David F. Nichols
David F. Nichols

Barbara S. Nichols
Barbara S. Nichols