

AUG 13 2004

DEED 491 PAGE 879

W J LIVESAY
GREENBRIER County 10:37:55 AM
Instrument No 12863
Recorded Date 08/12/2004
Document Type DEED
Book-Page 491-879
Rec/Add Fee 10.00 1.00

RETURN TO: JESSE O. GUILLS, JR.

**DECLARATION OF DEVELOPER OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR VALLEY RIDGE ESTATES,
SITUATE IN FRANKFORD DISTRICT,
GREENBRIER COUNTY, WEST VIRGINIA**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,

Made this 29th day of June, 2004, by **WALTER R. HANSON**, and hereinafter referred to as the "Developer".

WITNESSETH:

WHEREAS, the Developer is the owner in fee simple of twenty-eight (28) parcels or lots of real estate, together with certain easements in connection therewith, situate in Frankford District, Greenbrier County, West Virginia; and,

WHEREAS, the Developer desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate; and to provide for the harmonious, beneficial and proper use and conduct of said property; and,

WHEREAS, the Developer desires and intends that the several owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interest subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the property and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the property; and,

WHEREAS, the Developer, for said purposes, wishes to subject said parcel of land, comprising of Valley Ridge Estates, to the following covenants, conditions and restrictions.

NOW, THEREFORE, the Developer hereby declares that all the real estate comprising Valley Ridge Estates, being more particularly described as twenty-eight (28) lots upon a plat of Valley Ridge Estates, to be recorded in the Greenbrier County Clerk's Office prior to or simultaneously with the recordation of this instrument, shall be held, sold, transferred and conveyed subject to the following easements, restrictions, covenants and conditions, which are hereby imposed

hereon to protect and enhance the value and attractiveness of said property, and to any and all valid amendments thereto. These easements, covenants, restrictions and conditions shall be covenants running with the land and shall be binding upon any and all parties who have, or acquire title to all, or any part of the above-described property, and shall inure to the benefit of each owner thereof.

1. Only one (1) dwelling may be constructed on any lot in this development.
2. All buildings must face the street in the development.
3. No obnoxious or offensive operation shall be permitted or maintained on any lot, and nothing shall be permitted which may constitute a nuisance or unreasonable annoyance to the neighborhood or which in any way may tend to depress the value of the property in the development.
4. The exterior wall of all structures shall extend to grade level.
5. A perpetual easement is hereby requested and retained across the front, rear and side of each lot, for the width of ten (10) feet from the street line or the property line for the purpose of constructing or maintaining utility, electrical, water and sewage line, sidewalks, curbs and drainage ditches, and no structure of any kind shall be erected or maintained thereon, except driveways leading from the street line.
6. There shall be no trailers or single-wide mobile homes.
7. The Declaration of Covenants and Restrictions made by Developer shall be recorded in the Greenbrier County Clerk's Office.
8. There shall be no open sewers or drains on the property. All sewers and drains shall be so constructed as not to constitute a nuisance to other property owners, or to endanger the health and safety of others and their property.
9. If any of the property owners, or any of their heirs or assigns, shall violate any of the provisions and covenants herein, it shall be lawful for any other person or persons owning any real estate situate in said development, to prosecute any proceedings at law against any person or persons violating any of the covenants either to prevent

them from so doing or to recover damages for such violation.

10. All governmental buildings codes and health regulations applicable to said property now or as may be hereafter made applicable, shall be observed. In the event of any conflict between any provision of any governmental code, regulation or restriction, and any provision of these covenants, the more restrictive provision shall apply.
11. No structure shall be erected on any individual lot in the aforesaid subdivision other than for residential or recreational use with necessary accessory buildings or garages.
12. Any residential structure located on any lot shall have a minimum of 1,000 square feet.
13. Duplexes may be located upon any lot, however, multiple family housing, such as apartment buildings, shall be prohibited.
14. No lot shall be further subdivided for purposes of constructing or locating any dwelling upon such part of a lot or portion thereof.
15. No unlicensed or abandoned motor vehicles shall be parked upon any lot.
16. All lots shall be properly maintained with grass appropriately mowed, and no trash, garbage or other waste shall be kept except in sanitary containers.
17. No signs or billboards shall be placed on the lots except that signs may be used to promote the sale of lots within the subdivision.
18. Any buildings placed or erected upon the lots shall be no closer than twenty-five (25) feet from the side of the lot and fifty (50) feet from the adjacent street or road.
19. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats and other household pets may be kept.
20. Construction of any dwelling on any lot must be completed within one (1) year of commencement of the construction.
21. Each lot owner shall become a member of the Valley Ridge Property Owners Association and subject to any fees, assessments and dues assessed by said

Association for the benefit and use of all streets and roads and other common areas.

22. Each lot owner shall be responsible for his or her own mailbox.

WITNESS the following signature and seal:

Walter R. Hanson

WALTER R. HANSON

STATE OF WEST VIRGINIA,

COUNTY OF GREENBRIER, to-wit:

The foregoing instrument was acknowledged before me this 11th day of August, 2004, by **WALTER R. HANSON**.

My commission expires 6-12-2011

Catherine A. Arthur

Notary Public

