

Greenbrier County
 Robin Loudermilk, Clerk
 Instrument 282641
 10/23/2020 @ 03:39:25 PM
 DEED
 Book 621 @ Page 825
 Pages Recorded 8
 Recording Cost \$ 49.00
 Transfer Tax \$ 1300.75
 Payroll Tax \$ 520.30

Return to: MICHAEL HOLMES and DEBORAH L. HOLMES

THIS DEED, made and entered into this 19th day of October, 2020, by and

between, **CLINE LILLY (erroneously listed as CLINE LILY in previous deed)**, party of the first part GRANTOR, and **MICHAEL HOLMES and DEBORAH L. HOLMES, or the survivor**, parties of the second part, GRANTEES.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the parties of the second part to the party of the first part, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said party of the first part does hereby **GRANT and CONVEY**, unto the parties of the second part, as joint tenants with rights of survivorship, with covenants of **GENERAL WARRANTY** of title, all that certain lot, tract or parcel of land, together with the buildings thereon, and the easements, rights of way and appurtenances thereunto belonging, situate, lying, and being in the Frankford District, Greenbrier County, West Virginia, and being more particularly bounded and described as follows:

Lot No. 15 (Fifteen) Willow Bend Subdivision, as shown upon a map or plat of said subdivision of record in the Office of the Clerk of the County Commission of Greenbrier County, West Virginia, in Map Book 5 Cabinet C-118 (and erroneously referred to as C-188 in prior deeds.

And being the same real property as that conveyed unto Cline Lily, by deed dated March 3, 2016 from Jeffrey Lushbaugh, DBA MT. TOP CONSTRUCTION, said deed recorded in the aforesaid Clerk's Office in Deed Book 581 at Page 44.

THERE IS EXCEPTED AND RESERVED all that certain lot, tract or parcel of land together with the buildings and improvements thereon, easements, rights of way, and the appurtenances thereunto belonging, situate in the Frankford District, Greenbrier County, West

Virginia, and situated on the northeastern side of Willow Bend Lane, and more particularly bounded and described as follows:

Beginning at a 5/8 inch rebar found on the northeastern right of way line of Willow Bend Lane, corner to Jason L. Burdette (DB 545, PG 631); thence leaving the northeastern right of way line of said Willow Bend Lane and with said Burdette, N 50-48-24 E 275.28 feet to a 5/8 inch rebar found, corner to said Burdette, and on the line of Linda Wessells (DB 498, PG 723); thence leaving said Burdette and with said Wessells, S 32-22-52 E 40.31 feet to a 1/2 inch rebar found on the northeastern right of way line of said Wessells and Brown and through the property of R. Wellington Johnson (DB 532, PG 893) with a new division line, S 48-16-00 W 266.85 feet to a 5/8 inch rebar found on the northeastern right of way line of said Willow Bend Lane with a curve to the left having a radius of 1822.02 feet and an arc length of 52.00 feet and a chord bearing and distance of, N 43-30-05 W 52.00 feet to the beginning and containing 0.286 acres, more or less, as surveyed by Greenbrier Surveying in April 2014 and shown on a plat.

And being the same real property conveyed unto Jason L. Burdette by deed dated April 24, 2014 from R. Wellington Johnson and Hilda S. Johnson by Jane Johnson her Power of Attorney and of record in the aforesaid Clerk's Office in Deed Book 565 at Page 657. The said Jane Johnson was appointed as Power of Attorney for Hilda S. Johnson and said Power of Attorney is of record in Power of Attorney Book 19 at Page 802.

Together with a right of way for ingress and egress over the roadway, more particularly shown upon a map or plat of said subdivision of record in the Office of the Clerk of the County Commission of Greenbrier County, West Virginia, in Map Book 5 Cabinet C- 118 (and erroneously referred to as C-188 in prior deeds).

SUBJECT TO THOSE CERTAIN RESERVATIONS, RESTRICTIONS, CONDITIONS
AND COVENANTS more particularly described as follows:

- A. Each owner shall keep all lots owned by him, and all improvements thereon, in good and reasonably attractive repair, including but not limited to the regular and timely seeding, planting and maintenance of lawns, and the painting (or other appropriate external care) of all buildings and other improvements. All construction work by or on behalf of lot owners shall be conducted in a manner and time which does not cause a nuisance to residences of the subdivision.
 - B. No building material of any kind shall be placed or store upon any lot except in connection with construction approved as hereinbefore provided. Upon the placement of building materials on a lot in connection with approved construction, construction shall be promptly commenced and diligently pursued to its completion. Construction of the residence upon any lot shall be completed within one (1) year of its commencement.
 - C. No garbage, refuse, rubbish, or cuttings shall be deposited upon any street or road.
 - D. No lot shall be used for the storage of unlicensed motor vehicles, nor shall be used to dismantle motor vehicles, store abandoned machinery, junk or use as a dumping ground.
 - E. No signs, billboards or advertising devises of any kind, except those in any subsequent sale of the property shall be place or otherwise installed on any residential lot or building within the subdivision, except that signs may be used to promote the sale of improved or unimproved lots within the subdivision.
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- F. Domesticated house pets shall be allowed within the subdivision if contained within a fenced in area (excluding underground, electric fencing), or secured by a leash, chain or rope; the property shall not be used for the commercial sale or maintenance of animals.
- G. Exterior lighting installed or maintained upon any structure or lot shall be either indirect or of such controlled focus and intensity so as not to disturb residents of adjacent lots.
- H. One story residential structures shall contain no less than seventeen hundred (1700) square feet of heated floor space, exclusive of basements, garages, porches, patios, breezeways and decks. Two story residential structures shall contain no less than twenty two hundred (2200) square feet of heated floor space exclusive of the aforementioned additions. No structures shall exceed thirty five (35) feet in height from ground level to the roof peak.
- I. Residential structures erected on any lot shall be used for one family residential purpose only. No more than one dwelling shall be constructed on any one lot. Commercial use is prohibited. No lot or parcel may be subdivided in any manner, unless two land owners agree to purchase and divide a lot that is situated between their properties.
- J. No lot of any part thereof shall be used for trailers, mobile homes, tents or temporary shelters of any kind or description, nor shall any structure be occupied as a temporary shelter until all the exterior walls and roof thereof have been completed.

- K. No more than one garage or car shelter shall be erected upon said premises, nor shall such structure be larger than necessary to contain three (3) automobiles or average size recreational vehicles.
- L. Any lot or parcel not served by public sewer service shall have adequate septic systems and drainage fields located and constructed in such manner so as to meet all requirements of the State of West Virginia and local public health authorities.
- M. No fence shall be permitted within the subdivision except fences erected by the developer or by individual lot owners, provided that the lot owners' fences be along their side property lines to points opposite their front building line and across from their lot from said points to the front corners to their houses.
- N. No open loop water source heat pumps, injection wells for heat pumps or infiltration galleries for heat pumps shall be permitted.
- O. No noxious or offensive activity or operation of any kind or character shall be carried on or allowed on any lot or parcel.
- P. No large trucks (other than pickup trucks), buses, and other large vehicles shall be parked on any lot or parcel or the street adjoining thereto at any time, except during construction of residential dwellings. No motor vehicles, boats or trailers shall be parked on any subdivision streets at any time.
- Q. All rubbish and garbage shall be kept in sanitary containers with lids or other closure at all times, so as to be secure from opening by dogs or wildlife and shall be kept out of public view except on days of collection. All incinerators and other equipment for storage and disposal of waste materials shall be kept in sanitary condition and out of public view.

- R. Each lot shall contain a screened or fenced area in which fuel tanks or similar storage receptacles, electric and gas meters, air conditioning or heat pump equipment, clotheslines and other objects shall be placed or stored in order to conceal the same from view of streets, roads and adjacent properties.
- S. One detached storage building shall be permitted upon each lot. The exterior walls shall compliment the color scheme of the residential structure. No such storage building shall be more than one (1) story in height.
- T. The exterior walls of all structures shall extend to grade level.
- U. A perpetual easement is reserved by the subdivider on, over and through each lot in this subdivision for the construction and maintenance of utilities, such as electricity, telephone, gas, sewage, water, and other similar utilities, together with necessary rights of ingress and egress to construct, maintain and replace the same.
- V. Should any of the restrictions or limitations contained herein be invalidated by judgment of any court, the validity of all other provisions not affected by such judgment shall continue to remain in full force and effect.
- W. All dwellings must face the street in the subdivision. No house shall be built nearer the street than fifty (50) feet from the street line. No house shall be constructed wherein any portion of said structure shall have less than twenty-five (25) foot side yard on each side of said house.
- X. The developer will relinquish all responsibility for the upkeep and maintenance of roads throughout the development at the point in time when the West Virginia Department of Highways takes over those responsibilities or when the developer no longer own any lots in the development, whichever comes first. When all lots are

sold, maintenance and upkeep of the roads will transfer to the homeowners if the West Virginia Department of Highways does not assume said responsibilities.

Reference is hereby made to all prior instruments in the chain of title for all rights of way, easements, reservations, restrictions, and limitations pertaining to the real estate hereby conveyed and for a more particular description of the property.

It is the intention of this conveyance to vest title to said property in the parties of the second part, Michael Holmes and Deborah L. Holmes, jointly and equally, and to the survivor of either of them, so that upon the death of either, the entire interest in said property will immediately vest in the survivor.

TO HAVE AND TO HOLD, unto the parties of the second part, as aforesaid, their heirs and assigns forever.

DECLARATION OF RESIDENCY

Under penalties of perjury as provided by law, the undersigned grantor, does hereby declare that he is a resident of West Virginia and is exempt from the requirements pursuant to West Virginia Code §11-21-71B.

DECLARATION OF CONSIDERATION OF VALUE

Under the penalties of fine and imprisonment, as provided by law, the undersigned grantor does hereby declare the total consideration for the property transferred by this document is

\$ 236,500.00

WITNESS the following signature.

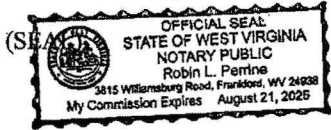
Cline G. Lilly
CLINE G. LILLY

STATE OF West Virginia

COUNTY OF Greenb, TO-WIT:

The foregoing instrument was acknowledged before me this 23 day of October,
2020, by CLINE G. LILLY.

My commission expires: 8. 21 25



Robin L. Perrine
NOTARY PUBLIC

**This instrument was prepared by Virginia A. Lemon, PLLC, 267 Stratton Alley,
Lewisburg, West Virginia 24901.**