

Fee: \$ 5.50      Mail To: Harvey M. Cudd  
3718 West Ox Rd.  
Fairfax, VA      22033

DEED 419 PAGE 654

### RESIDENTIAL COVENANTS, CONDITIONS, AND RESTRICTIONS

This declaration of covenants, conditions, and restrictions made this 16th day of July, 1993 by HARVEY M. CUDD and MARTHA L. CUDD, referred to as the developers, developing the residential subdivison known as LAMPLIGHTER VALLEY referred to as the subdivision;

WHEREAS; developers are the owners of real property located in the County of Greenbrier, State of West Virginia, fully described in Exhibit "A: attached to this declaration.

WEREAS; developers are in the process of developing and have platted a portion of the above mentioned real property into a residential community and have subdivided such property into fifty (50) individual, quality, single-family residential lots.

WHEREAS; developers desire that the entire subdivision, as shown on said map, constitute a single residential community, and that such property be benefitted and burdened by the same land-use restriction and controls.

WHEREAS; the developers desire to prove for minimum building restrictions to promote and assure that the subdivision is a quality residential community.

In consideration of the premises, the developers subject all of the real property shown on a map or plat denominated "Lot Layout for Lamplighter Valley, Scale 1"=100', Date June 14, 1993, Drawn by Gary K. Wilson" to the following covenants, conditions, restrictions and reservations subject to the limitations contained in this declaration which shall run with the land and which map is of record in the Office of the Clerk of the County Commission of

Greenbrier County, West Virginia, on map A-72 and which property is a portion of the real property described in Exhibit "A" hereof .

1. No lot in this subdivision shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain thereon other than one detached single family dwelling not to exceed two full stories in height exclusive of attic and basement, and each residence building shall contain at least 1800 square feet of living floor area (exclusive of garage, porches, basement and attic). No carports shall be permitted in said subdivision.

2. No structure of a temporary character, and no trailer, camp, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on said lot at any time as a residence either temporarily or permanently. No outdoor clothes lines shall be permitted in this subdivision. No satellite dishes or outside television antenna shall be allowed in said subdivision.

3. Except as needed by developer for development of this subdivision no temporary or permanent trailers, structures, or out buildings may be stored or built on any lot. This shall not prohibit the placing of a storage trailer or any other temporary storage structure upon the premises during construction of a house. Such temporary structure shall be removed upon substantial completion of said house.

4. Plans for development and building on each lot shall be first submitted to the subdivider or his agent for inspection and approval before any construction is commenced.

5. No house trailer, camping trailer, mobile home,

motorized camper, boats, or any other similar device designated to be transported on or by a motor vehicle shall be parked or kept on any street, vacant lot, or in the front yard of a residence.

6. No owner of any lot in this subdivision shall, without the written consent of the subdivider or his heirs or assigns, grant an easement over, under or across any such lot in this subdivision, or any part thereof, for ingress and egress to and from an adjoining property or properties.

7. No sign or advertisement of any nature shall be placed or displayed on any lot other than the customary signs used in advertising real estate for sale.

8. No animals, livestock, or poultry of any kind shall be raised, bred or kept on said lots, except that domesticated house pets shall be allowed within the subdivision if contained within a fenced-in area, or secured by a leash, chain or rope, provided they are not kept, bred or maintained for commercial purposes.

9. All lots shall at all times be kept free from rubbish, garbage, trash, weeds, brush and undergrowth. All weeds, brush and undergrowth shall at all times be kept cut to a height not exceeding twelve inches.

10. A perpetual easement is reserved by the developer, to themselves and their heirs or assigns, on, over and through each lot and the streets and alleyways 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. The developer specifically reserves unto themselves the right to convey such easements as they may deem necessary across the streets and alleyways and all lots of the subdivision for the purpose of providing the utility service herein referred to.

11. No obnoxious or offensive operation shall be allowed 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 property in said subdivision.

12. In the event that two or more lots in this subdivision shall be owned by the same person who uses the same as a single-family residence lot, then the restrictive covenants herein contained shall apply to the combined lots as though the same were one lot.

13. No fence shall be permitted within the subdivision except fence erected by individual lot owners, provided that the owner's fences be along their back property lines, along their said property lines to points opposite their back building line and across their lot from said points to the back corners of their houses.

14. No mopeds or go carts, inoperative motor vehicle and no unregistered vehicle shall be parked in the open or on the streets and they shall not be driven upon any street of the subdivision.

15. All dwellings must face the street in the subdivision. No house shall be built nearer the street than thirty

five (35) feet from the front property line. No house shall be constructed wherein any portion of said structure shall have less than fifteen (15) foot side yard on each side of said house. No house shall be constructed wherein any portion of said house shall have less than a fifty foot (50) back yard. Yard projections and exceptions are as follows:

a) No buildings and no part of a building shall be erected within or shall project into the front yard except: cornices, eaves, gutters or chimneys projecting not more than 24 inches, steps and bay windows, porches and balconies, projecting no more than 5 feet into the required setback.

b) No building and no part of a building shall be erected within or shall project into the side yard except: cornices, eaves, gutters or chimneys projecting not more than 24 inches and steps and terraces shall extend no more than 5 feet into the required setback.

c) No building and no part of a building shall be erected within or shall project into the rear year except: cornices, eaves, gutters or chimneys projecting not more than 24 inches; steps bay windows, porches and balconies, not projecting more than 5 feet into the required setback.

16. The exterior walls of all structures shall extend to grade level.

17. Should any restriction or limitation contained herein be invalidated by judgment of any Court, the validity of all other provisions, restrictions and limitation not affected by such judgment shall continue to remain in full force and effect.

These restrictions are to be deemed as reservations, restrictions and covenants that run with the land.

WITNESS the following signatures:

Harvey M Cudd  
HARVEY M. CUDD

Martha L Cudd  
MARTHA L. CUDD

STATE OF WEST VIRGINIA,

COUNTY OF GREENBRIER, TO-WIT:

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 1993, by HARVEY M. CUDD and MARTHA L. CUDD, his wife.

My commission expires: April 10, 1995.

J Yail White  
NOTARY PUBLIC

This document was prepared by GORDON T. IKNER, 209 North Court Street, P. O. Drawer 1610, Lewisburg, West Virginia, 24901.

WEST VIRGINIA, Greenbrier County, S. S:

In the Clerk's Office of Greenbrier County Court 16<sup>th</sup> day of July 1993  
This Certificate was this day presented in the office aforesaid and thereupon, together with the Certificate thereto annexed, admitted to record.

Teste Gordon T. Ikner Clerk  
By \_\_\_\_\_ Deputy



EXHIBIT "A"

TRACT I.

All those certain tracts or parcels of real estate situate in Lewisburg Municipality, Greenbrier County, West Virginia, on the east side of a public access street on the west side of and about 1100 feet from U.S. Route 219 by the access streets, more particularly described as follows, to-wit:

"Beginning at a 1/2" Re-Bar, set, a corner to Lot No. 8 of Crowfield Subdivision on the south side of Crowfield Circle; thence with Crowfield Circle, S 58-45 E 36.29 feet to a 1/2" Re-Bar, set; thence N 31-05 E 50.00 feet to a 1/2" Re-Bar, set; thence leaving Crowfield Circle and with Lots 9 thru 22 of Crowfield Subdivision, S 58-45 E 100.00 feet to a 1/2" Re-Bar, set; thence N 31-05 E 136.75 feet to a 1/2" Re-Bar, set; thence S 59-45 E 79.99 feet to a 1/2" Re-Bar, set; thence N 15-15 E 67.00 feet to a 1/2" Re-Bar, set; thence N 43-55-40 E 366.92 feet to a 1/2" Re-Bar, set; thence N 56-11 E 299.18 feet to a 1/2" Re-Bar, set; thence N 40-40 E 113.00 feet to a 1/2" Re-Bar, set; thence N 13-53-20 E, in part with Lot No. 22 of Crowfields Subdivision and in part with Robertson & Neel, a total of 257.13 feet to a 1/2" Iron Pipe, found, a corner to S. J. Neathawk Lumber, Inc.; thence leaving Robertson and Neel with S. J. Neathawk Lumber, Inc., N 2-20 W 145.00 feet to a 1/2" Iron Pipe, set; thence N 22-35 E 66.94 feet to a 1/2" Iron Pipe, set, on the Georgia Piercy property line; thence leaving S. J. Neathawk Lumber, Inc. and with Piercy, S 67-09-30 E 960.20 feet to a 1 1/4" Iron Pipe, set; thence S 27-43-20 W 604.31 feet to a 1 1/4" Iron Pipe, set; thence N 68-47-30 W 158.43 feet to a 1 1/4" Iron Pipe, set; thence S 32-16-30 W, in part with Piercy, and in part with R. B. S. Inc, and in part with a 40 foot wide right-of-way through the R. B. S. Inc. property, and also in part with Ray Quick, a total of 820.72 feet to a fence post, found; thence leaving Quick and through The First National Bank in Ronceverte property, N 56-59-50 W 99.00 feet to a 1 1/4" Iron Pipe, set, a corner to Richard Taggart; thence with Taggart, N 56-59-50 W 321.16 feet to a 1" Iron Pipe, found; thence S 64-04-5 W 433.91 feet to a stump, found; thence S 7-54-30 W 195.57 feet to a fence post, found; thence N 56-11-20 W 475.90 feet to a 1 1/4" Iron Pipe, set, a corner to Crowfields Subdivision; thence leaving Taggart and with Crowfields Subdivision, N 33-41-30 E 167.77 feet to the beginning and containing 29.44 Acres, more or less, as surveyed by Greenbrier Surveying Co., Inc. of Lewisburg, West Virginia in October, 1989.

THERE IS HEREBY EXCEPTED from the above described property a tract or parcel of land conveyed unto Robert E. Londeree and Martha L. Londeree, husband and wife, by Deed from Millie S. Spence and Thurman Spence, her husband, dated December 30, 1992, to be recorded in the Office of the Clerk of the County Commission of Greenbrier County, West Virginia prior to or simultaneously herewith more particularly bounded and described as follows:

All those certain tracts or parcels of land situate in the City of Lewisburg, Greenbrier County, West Virginia and more particularly bounded and described as follows:

TRACT 1: Beginning at a 1/2" iron pipe set, a corner to Lot 9, Crowfields, Phase One; thence with said Lot 9

N 31°05'00" E 136.75 feet to a 1" iron pipe found in the southern boundary line of Lot 10; thence leaving Lot 9 and with said Lot 10

S 59°45'00" E 79.99 feet to a 3/8" re-bar found; thence leaving Lot 10 and through the property of Millie S. Spence

S 61°11'40" W 159.43 feet to the place of beginning and containing 0.126 acre, more or less.

TRACT 2: Beginning at a 1/2" iron pipe set in the eastern R/W of Crowfield Circle; thence with said R/W

N 31°05'00" E 3.00 feet to a 1/2" iron pipe set, a corner to Lot 9, Crowfields, Phase One; thence leaving Crowfield Circle and with said Lot 9

S 58°45'00" E 100.00 feet to a 1/2" iron pipe set; thence leaving Lot 9 and through the property of Millie S. Spence

N 62°35'37" W 71.53 feet to a 1/2" iron pipe set; thence continuing through said Spence

N 55°09'45" W 28.68 feet to the place of beginning and containing 0.007 acre, more or less, according to a survey made by N. Eugene Kelley on December 8, 1992.

This is the same property conveyed unto Harvey and Martha Cudd, his wife, from Millie S. Spence and Thurman Spence, her husband, by deed dated December 29, 1992, of record in the Office of the Clerk of the County Commission of Greenbrier County in Deed Book 416 at page 737.



## TRACT II.

"BEGINNING at a 24" White Oak, found, on the northwest side of W.Va. S.L.S. Rte. 219/5, a corner to The First National Bank in Ronceverte; thence with the First National Bank, N 48-18 W 89.93 feet to a 1" iron pipe, set; thence N 84-27-10 W 103.41 feet to a fence post, found; thence S 43-52-50 W 182.68 feet to a fence post, found; thence N 82-55 W 284.36 feet to a fence post, found; thence N 32-16-30 E 563.54 feet to a 1/2" iron pipe, set, a corner to R.B.S. Inc., thence leaving the First National Bank and with R.B.S., Inc., S 62-15-50 E 517.81 feet to a fence post, found, on the northwest side of Rte. 219/5; thence leaving R.B.S., Inc. and with Rte. 219/5, S 37-42-30 W 127.25 feet to a point; thence S 42-38-30 W 66.88 feet to a point; thence S 44-12 W 82.05 feet to the beginning and containing 4.59 acres, more or less, as surveyed by Greenbrier Surveying Co., Inc. of Lewisburg, West Virginia, in September, 1988."

This is the same property conveyed unto Harvey and Martha Cudd, his wife, from Joyce L. Workman and Timothy O. Workman, her husband, by deed dated March 26, 1993, of record in the aforesaid Clerk's Office in Deed Book 418 at page 36.

## TRACT III.

"BEGINNING at an iron pipe, set, on the northwest side of W.Va. S.L.S. Route 219/5 a corner to Ray G. Quick from which a line bears S 72-33 E 35.17 feet to a C & P telephone pole; thence with Quick, N 56-55-30 W 541.05 feet to a fence post, found, a corner to Jack L. Neely; thence leaving Quick and with Neely, N 37-56-30 E 164.62 feet to a 10" forked Hickory, found, a corner to Rosa Piercy; thence leaving Neely and with Piercy, S 56-29 E 541.61 feet to a fence post found on the northwest side of W.Va. S.L.S. Route 219/5; thence leaving Piercy and with W.Va. Route 219/5, S 47-38 W 165.13 feet to the point of beginning and containing 1.96 acres, more or less, as surveyed by Harvey B. Neel of Lewisburg, West Virginia, in June, 1976."

This is the same property conveyed unto Harvey M. Cudd and Martha L. Cudd, his wife, from R.B.S., Inc., a Florida corporation, by deed dated March 29, 1993, of record in the aforesaid Clerk's Office in Deed Book 418 at page 38

AMENDMENT TO COVENANTS AND RESTRICTIONS  
FOR  
LAMPLIGHTER VALLEY SUBDIVISION

THIS AGREEMENT entered into this 10<sup>th</sup> day of September 1997, by and between HARVEY M. CUDD and MARTHA L. CUDD, husband and wife, and JAMES A. HARVEY and NANCY A. HARVEY, husband and wife; WAYNE G. WARZNAK and KATHLEEN M. WARZNAK, husband and wife; LARRY R. KIBLER and KAREN A. KIBLER, husband and wife; LUCY JANE HURT, single; WILLIAM A. ZAHURANEC and VALERIE L. ZAHURANEC, husband and wife; SAMUEL L. HELMICK and JILL L. HELMICK, husband and wife; JOHN ARTHUR CRANDALL and JEANNE TARBOX CRANDALL, husband and wife; ROSSEAU STEPHEN McCLUNG and BRENDA KAY McCLUNG, husband and wife; FRANCES JANE WORKMAN, JACK WORKMAN and ANDREW J. WORKMAN, Partners, DBA Frances Builders, a West Virginia partnership; ALAN R. THORNE and CAROL L. THORNE, husband and wife; AUSTIN PROFESSIONAL SYSTEMS, INC., a West Virginia corporation; HARLAN C. MILLER and LINDA M. MILLER, husband and wife; and EARL DWIGHT BUNDY and CARLA M. BUNDY, husband and wife.

WHEREAS, certain property was conveyed unto Harvey M. Cudd and Martha L. Cudd, husband and wife, by Deed from Millie S. Spence and Thurman Spence, her husband, dated December 29, 1992, of record in the Office of the Clerk of the County Commission of Greenbrier County, West Virginia in Deed Book 416, at Page 737;

WHEREAS, the said Harvey M. Cudd and Martha L. Cudd, husband and wife, subdivided said property described in Deed Book 416, at Page 737 and created Lamplighter Valley Subdivision, a plat of which is of record in the Office of the Clerk of the County Commission of Greenbrier County, West Virginia, in Map Book 4, File A-72;

WHEREAS, Residential Covenants, Conditions, and Restrictions for Lamplighter Valley Subdivision dated July 16, 1993, are of record in the aforesaid Clerk's Office in Deed Book 419, at Page 654;

WHEREAS, several lots located in Lamplighter Valley Subdivision have been conveyed as follows:

- a) JAMES A. HARVEY and NANCY A. HARVEY, husband and

wife, LOT NO. 24, by Deed dated July 21, 1993, of record in the Office of the Clerk of the County Commission of Greenbrier County, West Virginia in Deed Book 420, at Page 212;

b) WAYNE G. WARZNAK and KATHLEEN M. WARZNAK, husband and wife, PART OF LOT NO. 1, containing .09 acre, by Deed dated October 12, 1994, of record in the aforesaid Clerk's Office in Deed Book 427, at Page 812;

c) LARRY R. KIBLER and KAREN A. KIBLER, husband and wife, LOT NO. 44, by Deed dated December 13 1994, of record in the aforesaid Clerk's Office in Deed Book 428, at Page 935;

d) LUCY JANE HURT, single, LOT NO. 27, by Deed dated March 21, 1995, of record in the aforesaid Clerk's Office in Deed Book 430, at Page 458;

e) WILLIAM A. ZAHURANEC and VALERIE L. ZAHURANEC, husband and wife, LOT NO. 45, by Deed dated April 11, 1995, of record in the aforesaid Clerk's Office in Deed Book 430, at Page 682;

f) SAMUEL L. HELMICK and JILL L. HELMICK, husband and wife, LOT NO. 5, by Deed dated May 10, 1995, of record in the aforesaid Clerk's Office in Deed Book 431, at Page 53;

g) JOHN ARTHUR CRANDALL and JEANNE TARBOX CRANDALL, husband and wife, LOT NO. 40, by Deed dated September 12, 1995, of record in the aforesaid Clerk's Office in Deed Book 433, at Page 5;

h) ROSSEAU STEPHEN McCLUNG and BRENDA KAY McCLUNG, husband and wife, LOT NO. 11, by Deed dated October 4, 1995, of record in the aforesaid Clerk's Office in Deed Book 433, at Page 911;

i) ALAN R. THORNE and CAROL L. THORNE, husband and wife, LOT 32, by Deed dated June 24, 1996, of record in the aforesaid Clerk's Office in Deed Book 437, at Page 896;

j) AUSTIN PROFESSIONAL SYSTEMS, INC., PART OF LOT NO. 1 and LOT NO. 2, containing 40,886 square feet, by Deed dated April 17, 1995, of record in the aforesaid Clerk's Office in Deed Book 430, at Page 792;

k) HARLAN C. MILLER and LINDA M. MILLER, husband and wife, LOT NO. 36, by Deed dated October 29, 1996, of record in the



(I) **BART DWIGHT BUNDY** and **CARLA M. BUNDY**, husband and wife, LOT NO: 34, by Deed dated May 16, 1997, of record in the aforesaid Clerk's Office in Deed Book 443, at Page 592; and

(II) **FRANCES JANE WORKMAN, JACK WORKMAN, and ANDREW J. WORKMAN**, dba Frances Builders, LOT NO. 38, by Deed dated April 25, 1997, of record in the aforesaid Clerk's Office in Deed Book 443, at Page 142; and

**THEREFORE**, for consideration of **ONE DOLLARS (\$1.00)**, the parties hereto, being the owners of all the lots in Lamplighter Valley Subdivision, do hereby agree to replace Restriction No. 13 which now reads:

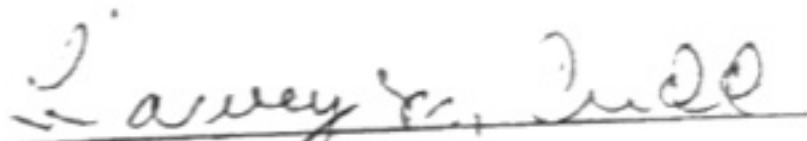
"13. No fence shall be permitted within the subdivision except fence erected by individual lot owners, provided that the owner's fences be along their back property lines, along their said property lines to points opposite their back building lines and across their lot from said points to the back corners of their houses."

The new Restriction No. 13 shall read as follows:

13. No fences shall be permitted within subdivision except erected by individual lot owners, provided, however that any fence erected **must** be built on back building line and extend toward rear lot line, and can extend from both back corners of house and extend as far as side lot lines and back as far as rear lot lines. Any fence **must** contain a minimum of 1600 square feet and be no more than 5 feet high, with exception of security fence around pump station. Any free standing fence of 1600 square feet must be directly behind house. However, fences on Lots 32 and 25, Lots 34 and 23, Lots 36 and 21, Lots 38 and 19, Lots 40 and 17, and Lots 42 and 15 shall be no closer than 20 feet of rear lot line. Lot 47 cannot be any closer to side **or** rear lot line than 20 feet. Lot 49 shall be no closer than 20 feet to side lot line.

An additional restriction shall be added as Restriction No. 18 and shall read as follows:

18. All driveways in this Subdivision shall be completed by either asphalt or concrete within ninety (90) days of completion of construction of residence.

  
**HARVEY M. Codd**