

RESTRICTIVE COVENANTS & PROVISIONS
QUAIL VALLEY ESTATES

1. There will be no livestock, including chickens, cattle, horses, sheep, goats or swine kept or maintained upon said land. Other domestic animals or pets may be kept and maintained upon said lands, but shall be kept and maintained within the boundaries of the owners of said lands.
2. No house trailers, mobile homes, basement dwellings, or similar places of residence shall be constructed, placed or maintained in said subdivision or any part thereof.
3. All residences and outbuildings erected upon or in any part of said subdivision shall be constructed of good, finished materials and constructed in a good and workmanlike manner, and tarpaper and rolled siding are expressly agreed not to be considered as finished materials.
4. No unsightly condition or appearance shall be permitted upon any lot or part of a lot in said addition, including the maintaining of junk and junked vehicles and such shall be deemed to constitute a nuisance as to all other owners of lots or parts of lots in said subdivision, and the same may be abated by injunction in any court of competent jurisdiction if not voluntarily abated or removed by the person or persons permitting or maintaining such condition or appearance.
5. There are hereby reserved easements and rights of way on each lot and on all road and ways of said subdivision which are necessary to provide easement for all present and future utility purposes including sewage, water and drainage, and which easements shall be for the benefit of the future owners in said subdivision; and as an incident to the reservations of these easements the right to lay, install and maintain the necessary pipe, pipelines, drains and tile to carry out the purposes of this reservation is hereby expressly reserved. This reservation does not include such lines for utilities furnishing service to individual lots and improvements thereon and such is the obligation of the individual lot owner for installation and maintenance of same thereon.
6. The roads and rights of way constructed and to be constructed by the grantors shall be for the use and benefit of all owners of property whose source of title is from Frank A. Funderburg, et ux., but the maintenance of said roads and rights of way shall be the joint and equal responsibility of all property owners having the right to use said roads and rights of way. These roads and rights of way shall be kept in good condition for the use and convenience of all such owners and each such owner agrees to contribute equally to the costs of such maintenance. Said maintenance shall be planned and accomplished by a homeowners association.
7. The course of any existing stream or drain shall not be altered or restricted in any way which would affect any property not owned by the person making such change or restriction, and no owner shall allow any drainage into any stream or drain which would in any way pollute such drain or stream.
8. Trash and refuse shall not be allowed to accumulate on the land hereby conveyed. All garbage shall be kept in insect and rodent-proof receptacles and shall be removed and disposed of at least every fourteen (14) days.
9. No noxious or offensive activity shall be carried on upon said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision. The real estate in Phase 2 of Quail Valley Estates is for residential use only.

There shall not be any commercial usage such as auto repair, body shop, beauty shop or dentist, etc.

10. No permanent dwelling shall be constructed within five (5) feet of side property lines and six (6) feet of rear property lines.

- a. Exception of the above shall be for Lots 32, 33, 36, and 37. No permanent dwelling shall be constructed within ten (10) feet of the common boundary between Lots 32 and 33 as well as the common boundary between Lots 36 and 37.

11. No permanent dwellings shall be constructed within twenty-five (25) feet of front property lines with the exception of each lots. Frank A. Funderburg reserves the right to construct permanent dwellings on end lots as deemed appropriate for aesthetics.

12. Streets: Upon completion of construction and sale of all homes or lots within a given street, said Frank A. Funderburg shall grade, drain and provide finished surface materials of suitable quality and of good construction practice in order to provide safe, smooth and equitable travel to all residents within any such street.

Upon completion of said street construction, it shall be the responsibility of homeowners of that particular street to form a homeowners' association for the purpose of setting fees, etc. for future maintenance of streets. In any event the developer, said Frank A. Funderburg, shall not be responsible for the future maintenance and/or repair of such street.

Majority rule shall be declared in making necessary assignments in regard to said maintenance and repair.

All homeowners shall be required to make necessary repairs to Bobwhite Drive on an equal share basis.

13. Water: A permanent easement shall be granted to New Creek Association for meter reading, inspection and required maintenance for providing adequate and safe water supply to each homeowner.

No fencing, permanent dwelling or shrubbery of any kind shall be permitted within seven (7) feet of boundary of front property lines. The front shall be defined as the side along the designated street and running parallel with such designated street.

New Creek Water Association shall be permitted to encroach upon said reserved area to inspect and/or test water lines as deemed necessary by said Association. In addition, said water authority shall have authority to excavate for purpose of repair of water line whenever necessary. New creek Water Association shall be responsible for restoration of property to its original condition subsequent to repairs made.

The four (4) and two (2) inch water lines serving the subdivision of Quail Valley Estates shall serve only this subdivision and shall never be extended beyond present property lines, except with the express written consent of Frank A. Funderburg, his heirs and assigns.

14. Sewer: New Creek Public Service District shall be granted permanent easement to inspect and service all sewage lines running within the Quail Valley Estates.

Said New Creek Public Service District shall have the right to encroach upon and make necessary excavation and repairs as deemed necessary by New Creek Public Service District in order to provide adequate and safe sewerage disposal for said subdivision. New Creek Public Service District shall be responsible for restoration of property to its original condition subsequent to repairs made.

A ten (10) foot right of way has been or shall be granted unto the New Creek

Public Service District, which shall situate five (5) feet left and right of the vertical center line of sewer lines on Bobwhite Drive, Blackbird Street, Hummingbird Street, Chickadee Street and Oriole Drive. This shall also include sewer lines installed between Lots Nos. 32 and 33 and between Lots Nos. 36 and 37. There shall be no permanent dwellings erected, nor shrubbery or fencing of any kind permitted within this ten (10) feet reserved strip.

The six (6) inch lateral sewer lines shall serve only those dwellings within Quail Valley Estates and shall never be extended beyond current property limits.

There shall be no roof drainage, surface or ground water discharged into the sanitary sewer lines and all such drainage by any owner or resident is expressly prohibited.

15. All property not designated as part of Phase 2 or previously developed Phase 1 of Quail Valley Estates is and shall remain the private property of Frank A. Funderburg and Patricia L. Funderburg, his wife, their heirs and assigns, and shall not be damaged, traveled over or used by homeowners in any way, shape or form without the express written consent of the said Frank A. Funderburg.
16. The motor vehicle code of the State of West Virginia shall apply to all vehicles using said roads and streets in this subdivision. Consequently, all vehicles shall be properly registered, licensed and inspected. Unlicensed motorcycles are expressly prohibited on said roads and streets.
17. Enforcement shall be by proceedings at law or in equity against any person or persons either to restrain violation or recover damages for violating or attempting to violate any covenant herein.
18. The invalidation of any one (1) of the covenants by a judgment or court order by any court record and of competent jurisdiction shall in no wise affect any of the other provisions, which shall remain in full force and effect.