

BK 0728 PG 01550

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS  
FOR THE GREEN CREEK ESTATES

This Declaration of Restrictions, Covenants and  
Conditions for the GREEN CREEK ESTATES, made this the  
11th day of January, 2002, by REBEKAH V. MURDOCK,  
hereinafter referred to as the "Declarant".

R E C I T A L S:

1. Declarant is owner of several parcels of  
land, situate, lying and being in the Blackwater  
Magisterial District, Franklin County, Virginia, and is  
planning to divide the said lands, sell and convey tracts  
divided therefrom, but before doing so desires to subject  
and impose upon each said Tract to be divided and  
conveyed the following mutual and beneficial  
restrictions, covenants and conditions, hereinafter set  
forth, which are deemed by the Declarant to compliment  
all of the land, above described, and shall run with and  
for the benefit of the remaining property of the  
Declarant and each Tract to be divided therefrom.

NOW THEREFORE, Declarant does hereby declare  
the following general restrictions for Tracts to be and  
become Green Creek Estates, providing that all said  
Tracts shall be held, owned, conveyed and subject to the  
following restrictions, covenants and conditions, which

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shall run with the land and be bound upon all parties having or acquiring any right, title or interest in and unto the said real property or any part or parts thereof and shall continue in force and effect for a period of thirty (30) years from the recordation of these restrictions, covenants and conditions, and after which time the same shall be extended for successive periods of ten (10) years, each, unless altered or otherwise modified by an instrument signed by a majority of the property owners (including the Declarant, provided the Declarant is a property owner) owning or acquiring an interest in the lands now owned by the Declarant, which instrument must be recorded, agreeing to change the covenants, conditions and restrictions, as set forth herein, in whole or in part.

**GENERAL RESTRICTIONS FOR ALL TRACTS**

1. No mobile homes including Single, Double or Triple wide (mobile) homes. This includes Tracts D, E, F, G, H, I, J, K, L, M, N, O and P.
2. No temporary structures, campers or recreational vehicles may be used as permanent living quarters.
3. Only one unlicensed vehicle allowed per household. The intent is to allow for a pickup/snow plow

vehicle or a 4-wheel drive vehicle used exclusively on the land but not licensed for highway use.

4. Sheds, outbuildings or carports cannot be built of plastic or metal. Sheds, outbuildings or carports must match building materials with the primary dwelling or must be constructed of materials that blend in aesthetically with the primary dwelling. For example: a stone house can have a cedar sided shed.

5. Primary dwelling must be constructed of colors that are conservative, are historical Colonial colors or are earth tone colors.

6. Foundations of plain cinder block shall not be left exposed but must be stucco, brick, finished concrete or stone to grade.

7. No fake or simulated stone face or brick face materials may be used to side a dwelling, shed or outbuilding. No "T-111" or similar inexpensive plywood sheets may be used to side a dwelling, shed or outbuilding. The intent is that true stone, brick or wood materials are used. This is not to exclude the stucco used in the Tudor style. Vinyl or similar siding may be used if it is of good quality, is textured to enhance its appearance and sufficient trim is used to further enhance the appearance of vinyl siding.

8. If a house is of traditional design or construction, then there must be a roof overhang of at least 6" on gable ends and 10" on other sides.

9. All properties must be maintained in a neat and tidy condition. The intention is to prevent trash buildup, car parts or construction supplies from accumulating.

10. All landowners in Green Creek Estates must control their pets so that any pets do not infringe upon the rights of quiet enjoyment by any landowner in this development. No commercial breeding operations permitted, excepting for the breeding of one pair of pets.

11. No clear-cutting of timber permitted. Selective cutting of trees is allowed as long as no tree smaller than 14" in diameter at 4' off the ground shall be cut with the following exceptions. Trees may be clear cut in areas to clear for buildings sites, lawn surrounding a dwelling, a small garden or to open a view. The clearings for these purposes must not be over 2 acres. The intent is to maintain the wooded nature of Green Creek Estates.

12. All utility wires must be buried.

13. No hunting permitted on any parcels of

Green Creek Estates.

RESTRICTIONS FOR TRACTS ALONG RIDGE AND LAND ONLY

Tracts E, F and G may not build a second story on the crest of any ridge that runs through Tract E, F or G nor build a second dwelling or subdivision on the high ridge of any tract above the altitude of 2500 feet. If allowed by the county, this tract may be subdivided to create a second tract at lower altitudes with the lower tract accessed by Harris Hollow Lane. Tract H may not build a second dwelling or subdivision above 2000 feet. If allowed by the county, Tract H may be subdivided to create a second tract at a lower altitude with the lower tract accessed by a private road branching off of Poplar Ridge Lane. The intent of this paragraph is to limit the number of houses built along the top of the ridge joining the parkway land to balance the acreage and number of lots.

ROAD MAINTENANCE AGREEMENTS/PROVISIONS

A. Responsibility for payments for road maintenance agreements shall be in effect once a landowner purchases property in Green Creek Estates.

B. A landowner building a dwelling must repair any damage done to any road other than the section of Locust Ridge Lane covered by the Road Maintenance Agreement.

RESTRICTIONS FOR TRACTS ALONG POPLAR RIDGE LANE ONLY

Tracts D, E and I may not build a second home on the tract or subdivide these tracts. Tract G may not build a second dwelling or subdivide on the high ridge of this tract above the altitude of 2900 feet. If allowed by the county, this tract may be subdivided to create a second tract at lower altitude with the lower tract accessed by Harris Hollow Lane. Tract H may not build a second dwelling or subdivide above 2900 feet. If allowed by the county, Tract H may be subdivided to create a second tract at a lower altitude with the lower tract accessed by a private road branching off of Poplar Ridge Lane. The intent of this paragraph is to limit the number of houses built along the top of the ridge joining the parkway land to 5 (five), the same as the number of tracts.

ROAD MAINTENANCE AGREEMENTS/PROVISIONS

A) Responsibility for payments for road maintenance agreements come into effect once a landowner purchases property in Greens Creek Estates.

B) A landowner building a dwelling must repair any damage done to any road other than the Section F Locust Ridge Lane covered by the Kennel Road Agreement.

(which agreement is of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 708, at Page 694) by construction equipment or heavy trucks involved in that landowner's construction in a timely manner.

C) Each landowner must cooperate and split expenses for those sections of roads used by that specific landowner for access to that property with other landowners using those same sections of road to access their property.

Specifically:

1. All landowners in Greens Creek Estates agree to participate in the Road Maintenance Agreement for that section of Locust Ridge Lane from Route 602 to the point of the driveway to Mountain Retreat for Pets at the beginning of the bypass near the kennel well. This agreement is recorded in Deed Book 708, at Page 694.

2. Poplar Ridge Lane landowners (Tracts D, E, G, H and I. Tract F becomes part of this agreement if Poplar Ridge Lane is used to access a dwelling on Parcel F): Homeowners on Poplar Ridge Lane must cooperate and split expenses with the other homeowners on Poplar Ridge Lane to maintain Poplar Ridge Lane in its present condition. This includes snow removal, re-graveling or

motor grading as needed. The specifics are to be worked out by the landowners involved.

Poplar Ridge Lane landowners will cooperate and split expenses with all homeowners on Locust Ridge Lane for any major repairs to the very short section of the by-pass road from the kennel driveway to the branch off of Poplar Ridge Lane near the kennel well. Minor work done on this section of road would normally be done in the course of work done by landowners of Locust Ridge Lane. If there is no landowner on Locust Ridge Lane, then it is expected that Poplar Ridge Lane homeowners will bear by necessity any costs of work on this short section of road until such time as there is a landowner on Locust Ridge Lane. Specifics are to be worked out by the landowners involved.

3. Harris Hollow Lane landowners (Tracts K, L, and M. Tracts G, J, and N become a part of this agreement if Harris Hollow Lane is used to access a dwelling on these tracts): Landowners on Harris Hollow Lane must cooperate and split expenses with the other landowners on Harris Hollow Lane to maintain Harris Hollow Lane in its present condition. This includes snow removal, re-graveling or work by heavy equipment to repair the road. If a majority of landowners on Harris

Hollow Lane wish to have Harris Hollow Lane upgraded, all homeowners on Harris Hollow Lane will agree to split expenses for the upgrade. If a minority of landowners wish to upgrade Harris Hollow Lane, they may do so at their own expense. Specifics are to be worked out by the landowners involved.

4. Locust Ridge Lane landowners will cooperate and split expenses with the other landowners on Locust Ridge Lane to maintain Locust Ridge Lane in its present condition. This includes snow removal, re-graveling or work by heavy equipment to repair the road. If a majority of landowners on Locust Ridge Lane wish to have Locust Ridge Lane upgraded, all landowners on Locust Ridge Lane will agree to split expenses for the upgrade. If a minority of landowners wish to upgrade Locust Ridge Lane, they may do so at their own expense. Specifics are to be worked out by the landowners involved.

Enforcement of Restrictions

In the event of violation or breach of any of the protective restrictions set forth in this Declaration by any owner of property in the Green Creek Estates, the Declarant, and/or the owner of any tract in the subdivision singularly, jointly, or severally shall have the right to proceed at law or in equity to compel

compliance with the terms and conditions hereof and to prevent the violation or breach of such protective restriction(s). The failure of the Declarant or of any other party so entitled to enforce any protective restriction contained in this Declaration however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior to subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any protective restriction contained in the Declaration shall in no way affect any of the other Protective Restrictions, which shall remain in full force and effect.

*Rebekah V. Murdock* (SEAL)  
REBEKAH V. MURDOCK

STATE OF VIRGINIA AT LARGE

COUNTY OF FRANKLIN, to-wit:

The foregoing Instrument was signed and acknowledged before me this the 11th day of January, 2002, by REBEKAH V. MURDOCK.

My commission expires: July 31, 2002

*Melinda K. Jones*  
NOTARY PUBLIC

