

DECLARATION OF RESTRICTIONS

This conveyance shall be made subject to the following restrictive covenants which covenants are to run with the land:

1. That no business or commercial enterprise of any type shall be conducted on the real estate herein conveyed; that no trucks, buses, old cars, or unsightly vehicles of any type or description may be used as living quarters, or left or abandoned on the real estate herein conveyed.

2. All toilets, septic tanks, sewage and waste disposal systems constructed on the land shall conform to the regulations of the West Virginia State Health Department; further activities or use of said land shall not pollute or cause waste of any spring, drain, or stream situated on or traversing said land.

3A. That the Grantees, their heirs and assigns, may sell a part thereof or sub-divide the real estate conveyed, to-wit, _____ acres, but with the specific and mutual understanding, covenant and agreement between the parties hereto, and for their respective successors, heirs and assigns, that any such sale or subdivision can be executed once and only once, and that any such part, portion, acreage or area carved from said _____ acres herein conveyed, shall not contain less than forty percent (40%) of the total acreage herein conveyed. Further, that any such part sold or sub-divided shall not be further divided for sale. Providing, further, however, that any such land as herein permitted and authorized to be carved from the original acres herein conveyed as aforesaid same shall be restricted with the exact same provisions, conditions and restrictions herein contained and that this shall be considered and construed as a covenant running with the land.

3B. It is further understood and agreed that the provisions of Section 3A regarding subdivision rights are null and void and of no effect in the event that the land transferred by this deed is less than 10 acres; further, that in the event such tract is less than 10 acres, then the grantee for themselves, their heirs and assigns, do hereby agree that upon the acceptance of this deed that the tract of land herein conveyed of _____ acres shall not be subdivided, it being the specific intent of the parties hereto for themselves, their successors, heirs or assigns, that said tract herein conveyed shall remain and be considered as a single unit without any rights to subdivide or change the original acreage.

4. Invalidation of any one of these covenants by judgment or Court order, shall in no wise effect the validity of any of the other provisions which shall remain in full force and effect.

5. The Grantors reserve unto themselves, their successors and assigns, the right to erect and maintain all utility poles, conduits, lines and equipment, or to grant easements or rights of way thereof, with the right of ingress and egress for the purpose of erection or maintenance of and for all utilities on, over or under a strip of land fifteen (15) feet wide at any point along the sides or rear, and thirty (30) feet on front lines of any said tracts.