



Mineral

~~Mineral~~ County Health Department

788-1321

HC 71, Box 9

Augusta, WV 26704

Nursing: (304) 496-9640 Environmental: (304) 496-9641

Fax: (304) 496-9650 788-6023

SUBDIVISION APPROVAL APPLICATION

Denny Taketa
Rt. 3, Box 304
Keyser, WV
26726

I. General Information

Name of Applicant: Robert R. Williams Phone: 304-257-7940
 Mailing Address: P.O. Box 122, Moorefield WV 26836
 Property Owner Name & Address: Christopher & Emily Coster
881 Cooper Road, Delta PA 15717
 Deed Recorded in Book: 249 Page # 59 County of: Mineral
 Tax District: _____ Map: 4 Parcel: 66
 Total Acreage of Tract: 10 Total Acreage to be developed: 10
 Number of Lots to be developed: 5 Drinking water source: well
 Location of Property (be specific, map may be attached): Route 28, Right on Maple
Street. Go 2.5 miles Nigrens Farm. Turn right on Maple
make a left go about 1/2 mile on dirt road. Located
next to Swan Pond Section #
 Type of Structure(s) to be constructed: Single Family Homes
 Signature of Applicant: Robert R. Williams Date: 10/18/07

II. Check List

- ☐ Three (3) copies of plat plan of property (show lot layout, lot dimensions, lot numbers, streets, location of percolation test holes and six foot test holes, location of wells and public water lines, location of 10,000 square foot reserve area) must accompany this application.
- ☐ A \$125.00 per lot permit of approval fee must accompany any application
\$10 per lot on \$100 minimum
 *In addition, a site visit of the proposed subdivision must be made by the appropriate Health Department Representative prior to permit issuance.

III. Health Department Use Only

Date Application Received: _____ Receipt # _____ By: _____

Approval Issued ☐ Yes ☐ No Permit # ST-14-07 Date: _____

Sanitarian: _____

~~Elmwood~~ County Health Department

[illegible]



MINERAL COUNTY HEALTH DEPARTMENT

Carl A. Liebig, M.D.
Physician-Director
BOARD OF HEALTH
CHAIRMAN
Robert D. Harman
MEMBERS
Roger Ammons
JoAnn Hanson
Cindy Pyles
Rodney Leatherman

PERMIT

Project: Swan Pond V Subdivision Permit Number: SUB-029-08-002

Date: November 28, 2007

THIS IS TO CERTIFY that after making site visits, reviewing plans, specifications and other essential information that:

Robert Williams
Box 122
Moorefield, WV 26836

is hereby granted approval to:

Develop 5 lots known as Swan Pond V Subdivision, located in the Frankfort District off Rt. 28 and Maple Road (Adjacent to Higson Farms), Mineral County, West Virginia.

This approval is for Lots 1 thru 5.

These lots are to be served by individual onsite sewage disposal systems and wells. All lots also require Mineral County Health Department permits for both well and sewage systems before installation of such systems. See attachments A and B for further information.

Denson Taketa, R.S.
Registered Sanitarian
Mineral County Health Department

ATTACHMENT "A"

Swan Pond V Subdivision
November 28, 2007

This subdivision approval is subject to the following restrictions:

1. This subdivision is to accommodate only single-family residences.
2. There will be no further subdividing without prior approval of the Mineral County Planning Commission and the Mineral County Health Department.
3. The area(s) for sewage, as platted, is to be marked on the property with at least one post referenced. This area is only to be used for the sewage system. The sewage disposal area must be at least ten feet from building and property lines.
4. Should the topography or elevation of the property be changed, this approval is null and void and will require a new proposal be submitted for approval.
5. The sewage disposal areas along with attachment A are to be on the final plat as filed with the Mineral County Planning Commission.
6. Any violations of any of the restrictions will suspend this approval.
7. Each lot purchaser is to receive a copy of these restrictions and applicable attachments.
8. Each lot buyer, excavator, builder is to be shown the sewage disposal area and provide a signature to the preceding party that he has witnessed the sewage disposal area.

SUBDIVISION
Approved Lots Subject to Noted Modifications

Lot #	Lot Size Acre	Avg. Perc (Min.)	6' Excavation Observed	Reserve Area Location	Drainfield Design			Comments
					Depth	Sq. Ft. of Trench Area	Trench Separation	
4A	2.0	28	Loose soil to bottom	To be staked and platted	24"	300	6"	Install with D-Box Class I
4B	2.0	22	Loose soil to bottom	To be staked and platted	24"	300	6"	Install with D-Box Class I
4C	2.0	27	Loose soil to bottom	To be staked and platted	24"	300	6"	Install with D-Box Class I
4D	2.0	21	Loose soil to bottom	To be staked and platted	24"	300	6"	Install with D-Box Class I
4E	2.0	26	Loose soil to bottom	To be staked and platted	24"	300	6"	Install with D-Box Class I

AMENDED
SUPPLEMENTAL RESTRICTIVE COVENANTS AND CONDITIONS
RELATING TO SWAN POND, SECTION II,
MINERAL COUNTY, WEST VIRGINIA

THIS AMENDED DECLARATION is made this 31st day of May, 2006, by Renick C. Williams and Betty P. Williams, husband and wife, their heirs, successors and assigns, ("Declarants").

RECITALS

WHEREAS, Renick C. Williams and Betty P. Williams, husband and wife, referred to hereinafter as "Declarants", did by instrument dated the 20th day of January, 2006, and of record in the Office of the Clerk of the County Commission of Mineral County, West Virginia, in Deed Book No. 324, at page 98, declare certain protective covenants, conditions and restrictions for that real estate comprising a common interest community named SWAN POND, SECTION II; and,

WHEREAS, the Declarants are desirous of amending said declaration of protective covenants, conditions and restrictions to reflect certain corrections, modifications and amendments thereto, and do hereby formally republish same in its entirety with the modifications and amendments agreed to being incorporated herein; and,

WHEREAS, the Declarants did by deed of record in the Office of the Clerk of the County Commission of Mineral County, West Virginia, in Deed Book No. 324, at page 346, convey unto Christopher Coster and Emily Coster, husband and wife, that certain tract of real estate designated as Tract 4 of Swan Pond, section II, containing 10 acres, more or less, and in order to ensure that the revisions, modification and amendments hereafter set forth shall also be deemed as covenants running with the real estate now owned by Christopher Coster and Emily Coster, they have joined in the execution of this instrument as acknowledgment, approval and acceptance of these amended covenants, conditions and restrictions.; and,

WHEREAS, the following Amended Supplemental Restrictive Covenants and Conditions Relating to Swan Pond, Section II, Mineral County, West Virginia, shall and does hereby now replace, supersede and is substituted for the original declaration and shall be deemed as controlling the original Declaration dated January 20, 2006, which is recorded in the Office of the Clerk of the County Commission of Mineral County, West Virginia, in Deed Book No. 324, at page 98.

NOW, THEREFORE, WITNESSETH:

THIS DECLARATION, made this 20th day of January, 2006, by Renick C. Williams and Betty P. Williams, husband and wife, their heirs, successors and assigns, ("Declarants").

WHEREAS, the Declarants filed that certain instrument "Restrictive Covenants and Conditions Relating to Swan Pond, Section I", which was recorded on October 16, 1987, in the Office of the Clerk of the County Commission of Mineral County, West Virginia, in Deed Book No. 249, at Page 175, affecting certain property described therein as Swan Pond, Section I, a subdivision, in Frankfort District of Mineral County, West Virginia, and therein the Declarants reserved the right to add additional Sections to said Swan Pond Subdivision with the same or similar covenants and conditions.

WHEREAS, the Declarants have developed additional property as a subsequent section to the Swan Pond subdivision, and Declarants do hereby make the following Declaration as to limitations, restrictions, reservations and uses to which the lots constituting Swan Pond, Section II, may be placed.

NOW, THEREORE, it is hereby declared that the real estate described as being Swan Pond, Section II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens, hereinafter set forth.

WITNESSETH

The undersigned, Renick C. Williams and Betty P. Williams, husband and wife, being the fee simple owners of Swan Pond, Section II, a subdivision, in Frankfort District, Mineral County, West Virginia, do hereby make the following Declaration as to limitations, restrictions, reservations and uses to which the lots constituting said Section II may be placed, hereby specifying that said Declaration shall constitute covenants to run with the land as provided by law, and shall be binding on parties and all persons claiming under them, and for the benefit of and as limitations upon all future owners in said

Section II, this Declaration of Restrictions being designed for the purpose of keeping said Section II desirable, uniform and suitable in design and use as herein specified:

RESERVATION OF ROADWAYS

The Declarant reserves unto itself, its successors and assigns, a thirty foot (30') wide perpetual, alienable, and releaseable easement over, upon, across and under each Lot for the construction, maintenance, upkeep, repair and use of the roadways and rights-of-way, the location or locations thereof are as shown on the master plat of Swan Pond, Section II, or any duly recorded revisions thereof. Each road right-of-way is thirty feet (30') in total width, being fifteen feet (15') on either side of the roadway center line. Street lines shall be measured from the edge of the right-of-way. The aforesaid reservations grant the Declarant such rights as are necessary to construct ditches, drains and install culverts on or off the rights-of-way or roadways of the subdivision. Said roadways shall be used in common by the Declarant, Lot owners, and their respective heirs, successors and assigns.

UTILITY EASEMENTS

The Declarants reserve unto themselves, their successors and assigns, the right to construct and maintain all utility and electric lines, or to grant rights-of-way therefore, with the right of ingress and egress for the purpose of installing or maintaining the same on, over or under the boundary lines of each Tract and each Tract in said Section shall be subject to the reservation of an easement for the construction, operation, maintenance, repair and reconstruction of overhead and/or underground public and quasi-public utility lines, twenty feet (20') in width, along and parallel with all roadway and exterior property lines and ten feet (10') along each interior property line of each lot of said Section. Such utility easements are to include, but are not limited to, telephone or electric light poles, conduits, equipment, sewer, gas and water lines. Any Owner placing structures, plantings or improvements or other materials within the aforesaid easements undertakes any interference with the utility easements at his or her own risk and is deemed to waive any and all release any and all parties from any and all claims or damages to said improvements if and when maintenance or other work is performed within the easement area.

GENERAL PROVISIONS

1. All and each of the restrictions herein contained shall be perpetual and shall apply to and be forever binding upon the owner of each of the lots contained in said Section for the benefit of said Section, unless otherwise specifically provided herein.
2. Said land is restricted to residential use only, and no commercial, industrial or manufacturing business, building or enterprise shall be erected, maintained or operated upon said land.
3. There will be no sheep, goats, swine, kine or fowl 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. Such other domestic animals or pets are permitted to use the common rights of way over the tracts of land of which this is a part when under leash and control of some person. With suitable facilities and proper fencing, horses shall be permitted on Tracts for personal use, provided at least one (1) acre, exclusive of residential use and wooded acres on said Tract, per each grazing animal is fenced for the maintenance of said animal.
4. No outside toilet or open cesspool shall be built, maintained or permitted and any sewage disposal system, including septic tank and drainage field, installed shall be entirely within the boundaries of the land owned by the parties making such installation, and not nearer than twenty (20) feet from the boundary of said land, and not nearer than one hundred (100) feet to any existing well or water supply. All installations of sanitary sewage disposal systems shall comply fully with the requirements of the Department of Health of the State of West Virginia.
5. All buildings and structures erected upon said land shall be upon a solid foundation (poured concrete, concrete block or solid stone), and shall be constructed of good finished materials and constructed in a good and workmanship like manner. Tarpaper, rolled siding and concrete block are especially agreed not to be considered as finished materials.
6. No structure of a temporary character, house trailer, mobile home, doublewide mobile home or basement dwelling shall be constructed, placed or maintained upon said Section or any part thereof; however, a modular dwelling may be placed and maintained thereon. Nor shall any tent, shack, garage or any other outbuilding be used on this land at any time as a dwelling, either temporarily or permanently.

7. All fences, boundary markers or barriers shall be constructed of good finished material in a workmanlike manner or of appropriate vegetation, not to exceed eight (8) feet in height.

8. No building shall be located upon any parcel of land nearer to the front boundary line than thirty (30) feet, nor within twenty (20) feet of the side and rear boundary lines of said lot.

9. No high intensity street lights nor any flood lights automatically controlled whose general illumination shall extend beyond the boundary lines of the lands of any person making such installation shall be erected or maintained upon the land hereby conveyed without the unanimous written consent of all property owners affected by such installation whose source of title is derived from the undersigned.

10. Subdivision of any lot into less than two (2) acre parcels is prohibited, and any subdivision of a lot shall further be subject to compliance with all applicable state and county subdivision and health ordinances.

11. Trash and refuse shall not be allowed to accumulate on the lands covered by these restrictions, and no junk, junked vehicles or parts thereof, or vehicles not in current use shall be kept or stored thereon. All garbage shall be kept in insect and rodent proof receptacles and removed or disposed of at least every seven (7) days.

12. The course of no existing stream or drain shall 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 a stream or drain which would in any way pollute such drain or stream. An easement for such streams or drains as shown the plat of said Section and for pipes therefore is hereby reserved to the undersigned and the owners association as hereinafter described.

13. Before construction begins on any residence or dwelling, the lot owner shall install an appropriate driveway or entrance to the lot. Such entrance shall include the installation of a culvert of at least fifteen inches (15") in diameter and of a twenty foot (20') minimum length, if necessary, to permit proper drainage in any drainage ditches the driveway will cross.

14. Any dwelling constructed in said Section that has only one (1) story above ground level shall contain no less than 900 square feet of heated living area, exclusive of open porches, garages or other non-enclosed areas. Dwellings containing two (2) stories shall contain a minimum of 1,400 square feet of heated living area, exclusive of open porches, garages or other non-enclosed areas. Any permanent structure must meet with FEMA flood plain regulations. All or some of this real estate (Swan Pond, Section II) lies within an officially designated flood zone. The legal ramifications of this are significant and use of this land may be limited. Details may be obtained from the Mineral County Planning Commission.

15. No signs or advertising of any nature shall be erected or maintained on any land in this Section, except signs indicating the sale of land within said Section not to exceed four (4) square feet in area and the directional and informational signs of Declarants, including the "Swan Pond, Section II" subdivision sign.

16. Reasonable cutting of trees for personal use or for land clearing is permitted; however, there shall be no cutting of trees for commercial purposes, nor shall more than thirty percent (30%) of the trees on a lot in said Section be cut.

17. Only vehicle which are duly licensed, and not subject to the prohibited list below, may be used on the rights of way or roadways of Section II, and then only for ingress and egress, which shall be only to and from that person's tract along approved subdivision roads and by the most direct means to the County Route. Prohibited motorized vehicles include 4-wheelers, 3-wheelers, go-carts, trail bikes, mini-bikes or similar all terrain vehicles or snowmobiles which are strictly prohibited from use on all subdivision roads and rights of way. The prohibited vehicles must be transported, not driven, to and from lots and must have appropriate mufflers if used on lots. In the event the road system of Section II is transferred to the State Department of Highway or county road system this restriction shall still apply.

18. Temporary camping is permitted upon the Tracts from February 1 through December 31 annually. Only equipment professionally manufactured for that purpose, such as tents, travel trailers/campers and recreational vehicles, are permitted for use as camping shelters.

19. No dwelling house shall be constructed, nor shall a well be drilled, on any lot within said Section until a sewage disposal permit has been obtained from the Department of Health of the State of West Virginia.

20. Enforcement of these covenants shall be by proceeding 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. Failure to enforce any provision herein shall not be deemed a waiver of the right to do so thereafter.

21. The invalidation of any one of the covenants by a judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

22. A Lot Owners Association shall be established upon sale of the first Tract in the subdivision. The Declarant shall serve as the initial President of the Association, and the Declarant may appoint an initial board of directors which shall serve until a meeting of the Association may be called and officers elected. An election shall be held no later than the earlier of the following events: (1) passage of one (1) year from date of sale of first Tract or (2) after twenty-five percent (25%) of the lots have been sold. By the acceptance of a deed therefore, the Owner(s) agree to become, and shall be, a member of the property owners association. Among the purposes and duties of said association shall be the enforcement of all of these restrictive covenants and conditions, the establishment of reasonable assessments against the several owners in order to insure reasonable and proper maintenance of the roads, making provision for the transport of trash from the subdivision, and the transaction of such other business as may be permitted by law. The road assessment to the owners of said Section II shall not be less than \$100.00 a year. The association shall also provide that each owner of a Tract in said Section be entitled to one (1) vote for each Tract purchased or owned by him, her or them.

WITNESS the following signatures and seals this the 6th day of June, 2006.

Renick C. Williams (SEAL)
RENICK C. WILLIAMS

Betty P. Williams (SEAL)
BETTY P. WILLIAMS

Christopher Coster (SEAL)
CHRISTOPHER COSTER

Emily L. Coster (SEAL)
EMILY COSTER

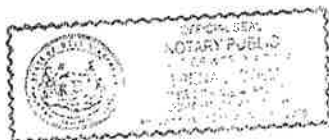
STATE OF WEST VIRGINIA.

COUNTY OF HARDY, to-wit:

I, Terena L. Dolly, a Notary Public in and for the County and State aforesaid, do hereby certify that Renick C. Williams and Betty P. Williams, husband and wife, whose names are signed to the writing above bearing date the 6th day of June, 2006, have this day acknowledged the same before me in my said County and State.

Given under my hand this 6th day of June, 2006.

My commission expires April 13, 2008.



Terena L. Dolly
NOTARY PUBLIC

STATE OF MarylandCOUNTY OF Baltimore, to-wit:

I, Sue Ann Zack, a Notary Public in and for the County and State
aforesaid, do hereby certify that Christopher Coster and Emily Coster, husband and wife, whose names
are signed to the writing above bearing date the 27 day of June, 2006, have this day
acknowledged the same before me in my said County and State.

Given under my hand this 27 day of June, 2006.My commission expires July 1, 2007

Sue Ann Zack
NOTARY PUBLIC

This document was prepared by:

Joyce E. Stewart
Attorney at Law
113 Winchester Avenue
Moorefield, WV 26836.