

JAN 20, 1989

RESTRICTIVE COVENANTS AND CONDITIONS  
FOR LONG ACRE ESTATES

631

46017

The following covenants and conditions shall apply to Long Acre Estates, lying and being situate in Springfield District, Hampshire County, West Virginia, and being the same real estate which was conveyed to Daniel D. Ritchie and Patricia T. Ritchie, his wife, by deed dated October 21, 1988, which is of record in the office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 304, at Page 457. Each and every one of these covenants and conditions is, and all are, for the benefit of each owner of the various tracts within Long Acre Estates, or any interest therein, and shall be construed as covenants and conditions running with the title of the land and with each and every part and parcel thereof regardless of how title was acquired, and said covenants and conditions shall remain in full force and effect unless and until modified by the owners of the various tracts of Long Acre Estates as hereinafter set forth.

In the violation or breach of the following conditions or covenants, or threatened breach thereof, the owner or owners of any tract or tracts in Long Acre Estates shall have the right to enjoin the same with proceedings at law or equity against the person or persons violating or threatening to violate said covenants and conditions, and such owner or owners enforcing same shall have the right to recover just damages for themselves and on behalf of all other owners of the various tracts in Long Acre Estates. No delay or omission in exercising any rights, powers or remedies provided in this paragraph shall be construed as a waiver thereof or any acquiescence therein.

Invalidation by any court of any specific covenant or condition contained herein shall in no way affect any other condition, and all covenants and conditions not expressly invalidated herein shall remain in full force and effect.

SEE, WALTERS  
& KRAUSKOPF  
ATTORNEYS AT LAW  
MOOREFIELD  
WEST VIRGINIA

632

*State Road Took over*

1. The Grantors may assess each tract owner a sum of up to One Hundred Dollars (~~\$100.00~~) per year, per tract, for the use, upkeep (not snow removal), and maintenance of rights-of-way within the subdivision, and that it is further understood that each tract that has a permanent residence situate on it will be assessed in the amount of ~~One Hundred Dollars (\$100.00)~~ per year, and that tracts not having any permanent residences on same will be assessed in the amount of Seventy-Five Dollars (\$75.00) per year. The rights and responsibilities as created by this paragraph may be delegated by the Grantors to a committee of tract owners, appointed by the Grantors, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract until paid, and payment of said assessment and levy shall be made on or before the 15th day of January next following the purchase of any said tract, and on or before the 15th day of January of each year thereafter. When more than one tract is owned by a party or parties and in the event of resale by them of one or more of said tracts, then the obligation to pay said fee shall be binding upon the purchaser or purchasers thereof of said tracts, without any provision therein specifically so providing. After any failure of the Grantors or their heirs, successors or assigns, to exercise the appointive powers set forth before in this paragraph, after reasonable notice by at least two (2) land owners within Long Acre Estates given to the said Grantors, their heirs, successors or assigns in title, a meeting of all land owners within Long Acre Estates may be called and the majority of those present shall be empowered with all the rights and powers the Grantors could have exercised under the provisions of this paragraph.

2. The Grantors reserve unto themselves, their heirs, successors or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water

633

lines, or to grant easements or rights-of-way therefor, with the right of egress and ingress for the purpose of erection or maintenance on, over or under, a strip of land twenty-five (25) feet wide at any point along the sides, rear or front lines of any of the tracts within said subdivision.

3. No further subdivision of any of the tracts within Long Acre Estates will be allowed for a period of twenty (20) years, and then only with approval of ninety (90) percent of the then existing tract owners within Long Acre Estates.

4. No structure of any type or kind whatsoever in Long Acre Estates may be erected closer than twenty-five (25) feet to any road right-of-way within said subdivision, nor shall same be in any manner erected closer than fifteen (15) feet to the sides or rear or front of any tract division line.

5. No trucks, old cars or unsightly vehicles may be left or abandoned on the tracts within Long Acre Estates; however, this item shall not be construed as to prohibit farm machinery or vehicles necessarily used in an active farm situation.

6. The construction of any driveway or roadway on any tract shall be done in such a manner so as not to interfere with the use of the main roadways within the subdivision; such construction of any driveway or roadway on any tract shall also be done in such a manner as to prevent any undue or unnecessary damage by drainage or otherwise to the main roadways. In some cases a pipe may be necessary across the driveway.

7. All tracts within the subdivision, whether occupied or unoccupied, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of the accumulation of trash, rubbish, garbage, debris, junk, or any other refuse thereon.

8. All rights-of-way within the subdivision of Long Acre Estates are for the exclusive use and benefit of the tract owners, and only the tract owners of said subdivision.

SEE, WALTERS  
& KRAUSKOPF  
ATTORNEYS AT LAW  
MOORE/FIELD  
WEST VIRGINIA

634

9. The roadway within the subdivision of Long Acre Estates is fifty (50) feet in width and, as such, each tract is subject to an easement of twenty-five (25) feet of road or roadway on each side of the centerline of said roadway as the situation may be with the various tracts within said subdivision. Each individual tract within the subdivision shall have the right to use the main roadway but only so far as said roadway or right-of-way extends to the farthest property boundary of any individual tract and no further.

10. Upon the sale or conveyance on the part of the Grantors of eighty (80) percent of the tracts within Long Acre Estates, these restrictive covenants and conditions may be changed, altered, amended or deleted upon approval of eighty (80) percent of the then land owners, with the owners of each lot having one vote at a meeting called upon proper notice to all land owners.

11. All lots within the subdivision of Long Acre Estates are intended for single family dwellings or mobile homes occupied by only one family, and there shall be no more than one dwelling house or mobile home per lot. No commercial business, the existence of which can be ascertained from viewing said lot, with the exception of a sign not to exceed nine (9) square feet, will be permitted on any lot.

WITNESS the following signatures and seals this the 30 day of January, 1989.

Daniel D. Ritchie (SEAL)  
Daniel D. Ritchie

Patricia T. Ritchie (SEAL)  
Patricia T. Ritchie

STATE OF VIRGINIA,  
COUNTY OF At Large, to-wit:

635

I Marion H. Fuller, a Notary Public in and  
for the County and State aforesaid, do hereby certify that Daniel  
D. Ritchie and Patricia T. Ritchie, his wife, whose names are  
signed to the foregoing writing, bearing date the 20<sup>th</sup> day of  
January, 1989, have this day acknowledged the same before  
me in my said County and State.

Given under my hand this 30<sup>th</sup> day of January, 1989.

My commission expires June 22, 1990

(NOTARY SEAL)

Marion H. Fuller  
Notary Public



SEE, WALTERS  
& KRAUSKOPF  
ATTORNEYS AT LAW  
MOOREFIELD  
WEST VIRGINIA

This instrument prepared by Jack H. Walters,  
See, Walters & Krauskopf, Attorneys at Law,  
P. O. Box 119, Moorefield, WV 26836.

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Be it remembered that on the 2nd day of February, 1989, at 10:43 A.M.,  
this Covenants was presented in the Clerk's Office of the County Commission of said County  
and with the certificate thereof annexed, admitted to record.

Attest Nancy C. Zeller  
County Commission, Hampshire County, W. Va.