

DECLARATION OF RESTRICTIONS

BOOK 233 PAGE 292

ADKINS LANDING

PROTECTIVE COVENANTS, RESTRICTIONS AND RESERVATIONS

It is hereby declared by "DEVELOPER," that the following covenants, restrictions, reservations and easements shall constitute covenants to run with said land in said ADKINS LANDING.

1. Nothing but one single family private dwelling designed for occupancy by one family shall be erected on any tract in said Adkins Landing, nor shall said premises be used for any purpose other than private residential purposes, but the renting or leasing of a private dwelling shall not be considered commercial use, provided, however, that nothing herein contained shall be construed to prevent the use of one building site on two or more tracts, or the use as a building site of portions of two or more tracts.

2. All residences must contain a minimum of 900 square feet of living space excluding basement, porches, garages or carports.

3. No double wide trailers will be permitted on Adkins Landing.

4. Each tract owner shall construct and maintain suitable and adequate parking space on his tract for parking of his vehicles and parking of his guests so that said vehicles when parked shall not obstruct or interfere with vehicular travel on any of the roadways in said Adkins Landing.

5. That before any dwelling on any tract is occupied, the owner thereof shall, at the owner's expense install a septic tank and drainage field or sewage disposal system approved by the Department of Health of the State of West Virginia, or other health authority having jurisdiction of such matter. Said septic tank, drainage field INCLUDING any reserve area, or other disposal system shall be installed in accordance with lawful rules and regulations established by the Department of Health of the State of West Virginia; further, that ANY activity or use of said tract shall not pollute or cause waste to any spring, drain, or stream situate on or traversing said tract.

6. No single travel trailer, motor home, bus, tent, garage, barn, shed, structure or facility erected or maintained on any tract shall at any time be used as a residence.

7. No tract shall be used or maintained as a dumping ground for rubbish, nor shall any rubbish or garbage, or other waste of any type be allowed to accumulate on said tract. Said rubbish, garbage or other waste shall be kept in sanitary containers, and all such containers or incinerators or other

equipment used for the storage or disposal of said material shall be kept in a clean and sanitary condition and located in as inconspicuous a place as possible. It is understood and agreed that there is no obligation on the part of DEVELOPER to provide garbage or trash removal services. Vehicles on blocks, unlicensed, or abandoned vehicles are limited to one per dwelling place.

8. No obnoxious or offensive use shall be made of any tract, nor shall any offensive trade or activity be carried on upon any tract, nor shall any activity of any nature whatsoever be conducted on a tract which may constitute a nuisance.

9. DEVELOPER reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement over, upon, across and under each tract, for the construction, maintenance, upkeep and repair of the roadways and right-of-ways, the locations or locations therefor are as shown on the plat of Adkins Landing, recorded as aforesaid in the Grant County Clerk's Office; that DEVELOPER agrees to maintain said roadways; that the use of said roadways and right-of-ways shall be in common by the tract owners, DEVELOPER and their respective heirs, successors, invitees and assigns.

10. DEVELOPER reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits and other suitable equipment for the conveyance of electricity, CATV and use of telephone equipment, water or other public conveniences of utilities but with the understanding that said easement for the aforesaid utilities and related necessities shall be confined to an area within fifteen (15) feet adjacent to any roadway or right-of-way, and ten (10) feet on each side of any tract's other boundary lines; providing, however, the fifteen (15) foot easement for any lines adjacent to a roadway or right-of-way would commence at the edge of any roadway or right-of-way not at the centerline thereof; and DEVELOPER may further cut drainways for surface water wherever and whenever such action may appear to DEVELOPER to be necessary in order to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any agent, employee, or licensee of DEVELOPER, but this reservation shall not be considered an obligation of DEVELOPER to provide or maintain any such utility or service.

11. No tract shall be subdivided, or its boundary lines changed in any way.

12. Each lot owner or owners, their heirs or assigns, agree to pay to DEVELOPER, his heirs or assigns or such legal entity as may be hereafter designated by DEVELOPER, his heirs or assigns,

a fee to be set at formation of the lot owner association, which said funds collectively shall be used for road maintenance and repair, drainage control, beautification projects and any other projects which may be necessary or desirable. Rates will be prorated as necessary.

As to said Adkins Landing, it is agreed that as soon as ten (10) tracts have been sold in this development, a non-stock property owners' Association, can be formed with one membership, one vote, for each tract, and that this Association shall establish reasonable annual assessment charges for common areas, road maintenance and other maintenance relative to a subdivision of this type. All lot owners, in accepting a deed or contract in Adkins Landing or by assuming ownership thereof, shall become a member of, and subject to the obligations and bylaws of the Association. Tracts not yet conveyed by DEVELOPER shall not be subject to assessment.

13. No restriction or covenant herein is intended to be used nor shall any restriction or covenant be used by any tract owner or DEVELOPER to discriminate or attempt to discriminate against any person, whether a tract purchaser or prospective purchaser, upon resale by a tract owner, upon basis of race, creed, color, or national origin.

14. In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of tracts in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event.

15. The invalidation by any court of any restrictions in the Declaration of Protective Covenants and Restrictions contained shall in no way affect any of the other restrictions, and they shall remain in full force and effect.

GRANT COUNTY, WV
FILED
October 31, 2006 12:42:03

HAROLD G. HISER
COUNTY CLERK
TRANSACTION NO: 2006005276
Transfer Tax: \$1,450.00

DEED BOOK
Book: 00233 Page: 00294
Line: 00001

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100