

RESTRICTIONS, RESERVATIONS AND CONDITIONS

Hinterland

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1. There is further granted and conveyed herein to the Grantees, their heirs and assigns, the right to use in common the other land owners of the McIlly Tract a right-of-way 30 feet in width which has been constructed as an access road to the property herein conveyed, and which properties boundary line to the center of said right-of-way; there is further reserved the use and benefit of the Grantors, their heirs and assigns, use in common of said 30 foot right-of-way.

2. The Grantors reserve unto themselves, their heirs assigns, the right to erect and maintain all utility poles, conduits, lines and equipment, or to grant easements or right-of- therefor, with the right of ingress and egress for the purpose erection or maintenance on, over or under a strip of land twenty (20) feet wide at any point along the side, rear, or front line of any said lot.

3. No building of a temporary nature shall be erected placed on any of said lots except those customarily erected in connection with building operations; and in such cases, for a period not to exceed eight months.

4. All of said lots shall be used for residential purposes only, and any garage or buildings must conform general in appearance and material with any dwelling on the said lot; no business or commercial enterprise or profession of any kind or character shall be permitted or conducted thereon; no livestock or poultry of any nature shall be kept or raised on said lot or lots except household pets, personal riding horses, or a cow or cows raised for personal slaughter and consumption.

5. No signs, billboards or advertising of any nature shall be erected, placed or maintained on any lots herein designated, nor upon any buildings erected thereon, except directional and information signs of grantor.

6. No building shall be erected closer than 35 feet to any street or road, nor closer than 20 feet to the side or rear of the lot line, with the exception that where two or more lots are used together for the construction of one dwelling and said lots are considered as a single unit as herein stated, then said 20 foot set back shall apply only to outside lines.

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

8. This lot may not be re-divided, or a portion thereof leased or a gift made of a portion thereof, it being the intent of this restrictive covenant to retain the lot area or lots used conjunctively as a single unit only.

9. The use of trailers and/or mobile homes are prohibited.

10. No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said lots.

11. Nothing herein is to be constructed to prevent the Grantors from placing further restrictions or easements on any lots which shall not have already been conveyed by them.

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

Be it remembered that on the 31st day of August, 1981, at 11:20 A.M., that Robert E. Hatt was presented in the Clerk's Office of the County Commission of said County