

"HOSEA SUBDIVISION"  
Dedication of Plat and  
Declaration of Protective Covenants,  
Conditions and Restrictions

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, referred to as "Declarant", does hereby record the plat of a subdivision known as the HOSEA SUBDIVISION, lying and being situate in Moorefield District, Hardy County, West Virginia, and being more fully described on those certain plats and descriptions of survey to be made apart of and placed of record in the Office of the Clerk of the County Commission of Hardy County, West Virginia, with the deeds of conveyance to the tracts comprising the Hosea Subdivision, to which plats and descriptions reference is hereby made. Said real estate is a portion of that real estate conveyed unto Renick C. Williams and Betty P. Williams, by deed from Elizabeth Hosea Sturgill, dated January 5, 2000, and recorded in the Office of the Clerk of the County Commission of Hardy County, West Virginia, in Deed Book No. 257, page 26.

All parcels or units in the Hosea Subdivision shall be subject to the following protective covenants, conditions, and restrictions and easements which shall run with the land and shall be binding upon all subsequent owners of the parcels or units:

ARTICLE I - DEFINITIONS

1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
2. "Property" shall mean and refer to that certain real property described above and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
3. "Unit" shall mean and refer to any numbered or lettered plat of land shown upon any recorded subdivision plat of the property.
4. "Declarant" shall mean and refer to Renick C. Williams and Betty P. Williams, husband and wife, and their heirs, successors, and assigns.

ARTICLE II - ROADWAYS

The initial development of units in this subdivision contains no common roadways or designated easements. Each unit owner must obtain a separate entrance permit, their expense, from the State of West Virginia, Division of Highways, for purposes of ingress and egress from the Trough Road, County Route 6, which entries shall be thirty feet (30') in width, with culvert having a minimum length of twenty-two foot (22') culvert or as specified by the entrance permit issued by the Department of Highways. If any one owner owns two or more adjoining tracts, only one permit shall be required, so long as two or more adjoining units are so owned, and only one house is built by said owner of said units. If any of said units is hereafter sold or conveyed or improved by an additional dwelling, it shall be subject to separate permit for County Road access.

ARTICLE III - USE RESTRICTIONS

1. No signs or advertising of any nature shall be erected or maintained on any unit, except for sale or rental signs not to exceed six (6) square feet in area, except for directional and informational signs of Declarant.
2. Further subdivision of the units set forth upon the subdivision plat is allowed so long as same complies with the Hardy County Subdivision Control Ordinance, State and County Department of Health standards and the covenants herein set forth.
3. No owner of any unit shall interfere with the natural drainage of surface water from

such unit to the detriment of any other unit. Consequently, in the construction of a driveway into any unit, a twelve (12) inch diameter culvert, or larger if necessary, the Owner shall install such culvert in constructing the driveway in order to alleviate blockage of natural drainage. The Owner shall provide adequate off-road parking for owner and his guest(s).

4. Due to the unsightliness of junk vehicles on lots, no motor vehicle which does not have current license plates or an inspection sticker not more than six (6) months out of date shall be permitted on any unit.

5. Residences placed on these units shall contain a minimum of 1,200 square feet living area, excluding basement, garage, porch, carport, deck, and overhanging eaves and all exterior construction shall be completed within one (1) year after construction is begun. No house trailers or double wide mobile homes are allowed within the subdivision. No building of a temporary nature shall be erected or placed on any lot except those customarily erected in connection with building operations and in such cases, for a period not to exceed one (1) year. Each residence shall be placed at least twenty-five feet (25') back from all property lines depicted upon the subdivision plat of survey.

6. Not more than one single family residence shall be erected on a unit, and registered unit owners, who are named in any deed of conveyance from the Declarant, or their heirs or assigns, may consist of no more than four (4) persons. Furthermore, no corporation, association, partnership or other entity, profit or non-profit in nature, may acquire any units in this subdivision, without the express written consent of the Declarant.

7. Each lot shall be used for residential/recreational purposes only, and any garage or outbuilding must conform generally in appearance and material with any dwelling on said lot. Use of the property for any form of commercial business is not allowed within the subdivision.

Notwithstanding the prior paragraph, the following uses are permitted, subject to applicable state and local laws:

(a) Home occupations conducted by occupant.

(b) Home gardening is permitted.

(c) A total of no more than four (4) adult pets are allowed per ten (10) acre unit. Only the following named animals are deemed to be "Pets": cats, dogs, pigs, chickens, horses, cattle or goats. Pets are to be kept inside buildings or properly penned inside the property boundaries.

8. The Owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any Unit owned by him/her. Owners likewise agree to repair and restore promptly to its prior condition any part of a subdivision road damaged by equipment of Owner or his contractor en route to or from Owner's unit. All units improved or unimproved, must be maintained by the lot owner in a neat and orderly condition at all times. No garbage, trash or inoperative vehicle or other debris shall be permitted to accumulate or remain on any unit.

9. No building shall be erected closer than twenty-five (25) feet from the property lines, with the exception that where two or more tracts are used together for the construction of one dwelling, then said twenty-five foot (25') foot setback shall apply only to the outside lines. However, where two or more Units are used together for construction of a dwelling house and where the setback rule is thus waived, the two or more lots which comprise the homestead shall thereafter be sold and conveyed as one unit, and may not be sold separately.

10. All sanitation facilities constructed on any lot shall conform with the regulations of the West Virginia County Health Department.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. All trash, garbage, fuel storage tanks, garden equipment, supplies and stored raw materials must be kept from view of the public.

12. The Declarant reserves unto themselves or their assigns, easements for the installation, erection, maintenance, operation and replacement of telephone and electric light poles, conduits and related equipment, and/or sewer, gas, telephone, cable television, electric and water lines on, over and under a strip of land twenty (20) feet wide along Route No. 7, known as the Trough Road. Nothing herein shall be construed as creating any duty on Declarant to install or maintain any utility services however, as it is contemplated that actual installation will be made at the expense of the utility and/or the owners.

14. Reasonable cutting of wood or timber for personal use or for land clearing is permitted. No more than one-third (1/3) of the total acreage in a unit may be clear-cut. Units are to remain woodland.

15. Firearms shall not be discharged within five hundred (500) feet of any dwelling house nor shall they be discharged in such a manner that the trajectory of the projectile shall cross the county road.

16. If any Unit owner shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation. Failure to enforce any provision herein contained shall in no way be deemed a waiver of the right to do so hereafter.

#### ARTICLE IV - GENERAL PROVISIONS

1. Following dedication of the initial five (5) units of said subdivision, Declarant reserves the right to replat, resubdivide and renumber any unsold unit or units, and to add additional adjoining real estate to said subdivision. Nothing herein shall be construed to prevent Declarant from imposing additional covenants or restrictions on any unsold unit(s) or other real estate later added to and becoming a part of said subdivision.

2. In the event state, local government, utility, cooperative, Declarant, or municipality requires the installation of a public utility system within the area of which this is a part, the grantee or grantees, by the acceptance of a deed, do hereby agree to pay their proportionate share for the cost and expense of the erection, maintenance and operation thereof as the same cost is to be determined by the appropriate authority.

3. All sewage disposal systems constructed on said units shall conform to the regulations of the appropriate West Virginia Department of Health. Free standing toilets are also subject to the aforementioned requirements and shall not be constructed unless specific authority is first obtained from the Health Department, and then they must be placed in such location with respect to the residence, or accessory building located on the premises that the free standing toilet does not create an unnecessarily unsightly condition to the adjoining unit owners within the subdivision.

4. No building shall be constructed and no well shall be drilled on any lot until a sewage disposal permit has been obtained from the West Virginia Health Department.

5. Invalidation of any of the covenants, restrictions or other provisions of this Declaration by judgment or Court Order shall in no wise affect any other provisions, which shall remain in full force and effect.

6. Whenever in this Declaration the context so required, the masculine gender includes the feminine and neuter, singular number includes the plural and the plural number includes the singular.

Dated this the 20<sup>th</sup> day of September, 2001.

  
Renick C. Williams

Betty P. Williams  
Betty P. Williams

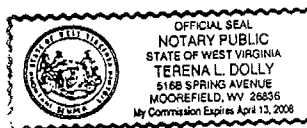
STATE OF WEST VIRGINIA,

COUNTY OF HARDY, TO-WIT:

The foregoing instrument was acknowledged before me this the 20<sup>th</sup> day of  
September, 2001, by RENICK C. WILLIAMS and BETTY P. WILLIAMS, husband  
and wife.

My commission expires April 13, 2008.

Terena L. Dolly  
Notary Public



This instrument prepared by:  
Joyce E. Stewart  
Attorney at Law  
113 Winchester Avenue  
Moorefield, WV 26836

STATE OF WEST VIRGINIA, Hardy County Commission Clerk's Office September 20, 2001 3:40 P.M.

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office  
and admitted to record.

Teste Janet S. Furr Clerk.