

Rogers & W. Massey
a top at Law
Keyser
5-3-1979

GREENWOOD

MINERAL COUNTY, WEST VIRGINIA

BOOK

214 PAGE 782

DECLARATION OF PROTECTIVE COVENANTS

This subdivision shall be subject to the following protective covenants, which covenants are to run with the land for the mutual protection and benefit of all land owners and is done with the full consent and agreement of the proprietor thereof, known as Massey Real Estate, Ltd., herein after referred to as Grantor.

- (1) The grantor hereby grants and conveys to the property owners, for their use forever, all roads and rights-of-way shown on the plat or plan recorded in the Mineral County Court House.
- (2) No buildings shall be erected closer than 30 feet to any street or road, nor closer than 25 feet to the side or rear of the lot line, with the exception that when two or more lots are used together for the construction of one dwelling, then said 25 foot setback shall apply only to outside lines.
- (3) All of said lots shall be used for recreational or residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on said lot. 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. Domestic animals or pets are permitted to use the common rights-of-way over the tracts of land which this is a part when under the control of some person. Animal waste must be maintained to keep odor at a minimum aroma.
- (4) Minimum size of any residence constructed shall contain at least five hundred sixty (560) square feet on the main floor. This shall not include basement, garage, porch, or carport. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction. No part of any lot sold by the grantor may be sold or used as a road or right-of-way to any property outside of said subdivision. This covenant shall not apply until said lots are sold by the grantor.
- (5) No building of a temporary nature shall be erected or 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 four (4) months. This shall not prohibit the erection of a toilet complying with provisions of Paragraph 11 below.
- (6) The grantor may assess each lot owner a sum not to exceed Thirty-five Dollars (\$35) per year, per lot, for the use, upkeep and maintenance of the roads within all sections of said subdivision, and such other common facilities as the said grantor may provide therein. Payment of said assessment and levy shall be payable on or before the 31st of January next following the purchase of said lots and on or before the 31st of January each year thereafter. When one or more lot is owned by a party or parties, in the event of a resale of one or more of said lots, then the obligation to pay the said \$35 assessment shall become the obligation of the new property owner(s). The grantor shall be and remain fully responsible for the maintenance of existing roads and common areas in Greenwood until Eighty percent (80%) of all tracts designated in the plat of Greenwood are conveyed by it, after which such functions, together with any improvements of any road or common area, shall be the sole and exclusive function and responsibility of the Greenwood Owners Association, which will be established by the grantor.
- (7) The grantor reserves unto himself, his heirs or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas, and water lines, or to grant easements or rights-of-way therefore, with the right to ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land fifteen (15) feet wide at any point along the side, rear, or front lines of any said lots.
- (8) The use of trailers within said subdivision is unauthorized, except for the use of temporary camping trailers. Camping trailers may not exceed Thirty (30) feet in length. This covenant shall not be construed to permit the use of a camping trailer as a permanent housing; no such camping trailer shall be permitted to remain on any lot for a period to exceed four (4) months.
- (9) The construction of any driveway or roadway on any tract shall be done with the use of culvert or drainage pipe of an adequate size and type for drainage. After completion of any construction or improvement, the ground shall be left with a neat and orderly appearance with all trash and debris removed.
- (10) Trash and refuse shall not be allowed to accumulate on the lands herein conveyed and no junk, junk 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 and disposed of at least every fourteen (14) days.
- (11) All toilets constructed on said lots shall conform to the regulation of the appropriate County and State Health Department, and be placed in a secluded area whenever possible. No building shall be constructed on any lot until a septic permit has been obtained from the State Department of Health.

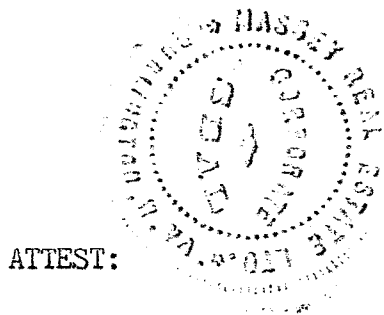
(12) The tract of land hereby conveyed shall not be subdivided into any parcel of land containing less than two (2) acres. This restriction shall not prohibit the sale of a lesser amount of land to an adjoining owner, to be incorporated into such adjoining tract of land and thereafter made subject to the same two (2) acre size limitation, provided, however, that such out-conveyance shall not reduce the retained portion of land to less than two (2) acres.

(13) The designated recreation area will belong to and will be maintained by Greenwood Owners Association. Swimming and fishing in the recreation area will be for all land owners in the subdivision and their guests. However, land owners and guests will swim and fish at their own risk.

(14) Nothing herein is to be construed to prevent the grantor from placing further covenants or easements on any lot in said subdivision which shall not have already been conveyed by it.

(15) If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to 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.

(16) Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.



ATTEST:

Joyce A. Farley
Asst Secretary

MASSEY REAL ESTATE, LTD.

BY: [Signature]
President

STATE OF WEST VIRGINIA;

SS:

COUNTY OF MINERAL)

On this 27th day of April, 1979, before me, a notary public in and for the said State and County, personally appeared J. Alvin Massey, who acknowledged himself to be the President of Massey Real Estate, Ltd., a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

Witness my hand and notarial seal the day and year aforesaid.



Brenda E. Kymiller
Notary Public
My Commission expires: 6/30/89

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO-WIT:

Be it remembered that on this 27th day of April, 1979
at 11:47 o'clock A M., the foregoing Protective Covenants
with the certificate thereto annexed, was presented in the Office of the Clerk of the County Commission and admitted to record.

WILLIE MAX VAUGHN
Clerk County Commission