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PROTECTIVE COVENANTS FOR  
DEER HAVEN SUBDIVISION

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The real estate conveyed by the deed to which these protective covenants are attached to and made a part of shall be subject to the following protective covenants, which covenants are to run with the land.

1. The grantors, Edwin G. Willson, single, Robert F. Burton and Ruby Burton, his wife, reserve a right of way, 15 feet in width on the rear of all the lots in Deer Haven Subdivision, said right of way to be used by the grantors, their heirs and assigns, and all other tract owners in Deer Haven Subdivision for the purpose of walking or riding through said Subdivision.

2. The grantors reserve unto themselves, their heirs and 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 of ingress and egress for the purpose of erection or maintenance on, over or under the aforesaid 15 foot wide strip of land at the rear of all of the tracts in said Subdivision. It is expressly understood and agreed between the parties hereto that Guy wires, if any are required, may extend beyond the 15 foot limit, if necessary.

3. No building of a temporary nature and no house trailer or mobile homes shall be erected or placed on any of the tracts in said subdivision except those customarily erected in connection with building operations; and in such cases, for a period of time not to exceed 4 months.

4. Minimum size of any residents constructed in said subdivision shall contain at least 840 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 8 months of the commencement of construction. No part of any tract sold by the grantors may be sold or used as a road or as a right of way to any property other than public roads outside of said subdivision. This covenant shall not apply until said tracts are sold by the grantor.

5. All of the tracts in this subdivision shall be used for residential and or recreational purposes only and any garage or barn must conform generally in appearance and material with any dwelling on the said tracts.

6. No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any of the tracts within this subdivision, nor upon any building erected thereon except directional and information signs of the grantor.

7. No building shall be erected closer than 75 feet from the center of any street or road, nor closer than 35 feet set back to the side or rear of the tract line, with exception that when two or more tracts are used together for the construction of only one dwelling, then said 35 foot set back shall apply only to outside lines.

8. All septic systems must comply to all county and state regulations. No house shall be constructed on said tract until a septic tank permit has been obtained from the State Health Department.



9. The real estate heretofore conveyed and the tracts in this subdivision shall not be subdivided.

10. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on said tracts. No trash dumps or accumulation of brush, piles of soil or any other unsightly material shall be permitted upon said tracts, except as essential for building or private road construction. Erosion of the soil shall be prevented by all reasonable means.

11. 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 situate in said subdivision to institute 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.

12. No motorcycle trails and motorcycle trail riding shall be allowed on the real estate herein conveyed and in this subdivision and no recreational riding of motorcycles shall be allowed upon the roadways in said subdivision, however, this does not prohibit owners of real estate or tracts in this subdivision from using and riding motorcycles over and upon the roadways situate in said subdivision to and from their employment or for legitimate business reasons.

13. Nothing herein is to be construed to prevent the grantor from placing further covenants or easements on any tract in said subdivision which shall not have already been conveyed by them.

14. Invalidation of any one of these covenants by judgment or Court order, shall in no wise effect any of the other provisions which shall remain in full force and effect.

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

Be it remembered that on the 1st day of August, 1979, at 3:56 P M.,  
Need was presented in the Clerk's Office of the County Commission of said County with the certificate thereto annexed, admitted to record.

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO 71289-C

Attest Nancy C. Feller Clerk  
 County Commission, Hampshire County, W. Va.

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

Be it remembered that on the 18th day of May, 1983, at 11:23 A M.,  
 this Need was presented in the Clerk's Office of the County Commission of said County and with the certificate thereof annexed, admitted to record.

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO 80737-A

Attest Nancy C. Feller Clerk  
 County Commission, Hampshire County, W. Va.