

PROTECTIVE COVENANTS

PEACEFUL VALLEY ESTATES SUBDIVISION

6 772

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. No part of any tract of lot sold by the grantor 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 and lots are sold by the grantor.

2. All of the tracts and lots 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.

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

(a) Home occupations conducted by occupant.

(b) Agricultural uses, including incidental uses and the construction of accessory buildings connected with agriculture the building of a residence, including storage of temporary camping and lawn maintenance equipment.

(c) No more than three (3) head of livestock per acre shall be permitted per lot, unless otherwise approved by the Board of Directors of the Property Owners Association. However, no swine or poultry are permitted whatsoever.

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

4. No building shall be erected closer than 50 feet from the center of any street or road, nor closer than 35 feet set back to the side rear of the tract or lot line, with the exception that when two or more tracts or lots are used together for the construction of only one dwelling, then said 35 foot set back shall apply only to outside lines.

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

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

7. No driveway leading from any of the main subdivision roads may be constructed which impedes the function of the road drainage ditches. For any driveway crossing a road drainage ditch, a minimum of 12 inches in diameter culvert must be used in a fashion to insure adequate water flow along road drainage ditches.

8. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on said tracts or lots 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 lot. No trash dumps or accumulation of brush, piles of soil or any other unsightly material shall be permitted upon said tracts or lots, except as essential for building or private road construction. Erosion of the soil shall be prevented by all reasonable means. No parking is permitted upon any road within the property at any time; and as part of the development of any lot, the Owner shall provide adequate off-road parking for himself and his guest(s).

9. Reasonable cutting of wood and timber for personal use or for land clearing is permitted. However, no cutting of wood for commercial purposes will be allowed.

10. 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 the real estate of tracts and lots 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. This includes all three or four-wheel all-terrain vehicles.

11. No trailers are permitted on any of the lots in this subdivision. However, trailers are permitted on a temporary basis not to exceed a period of six (6) months while construction of a cabin or residence is being completed.

12. 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.

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

14. Invalidity of any one 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.

15. No dwelling may be constructed or maintained on any lot with a ground floor area of less than 480 square feet, exclusive of porches and garages.

16. The Grantees are to pay \$100.00 per year for the maintenance of roads and any facilities dedicated to lot owners in common, per each lot owned.

17. Every lot owner is restricted to not more than two (2) house pets consisting of a dog and a cat, but that is to say that there can be no more than one (1) dog or one (1) cat on each lot which includes the dwelling. For purposes of this restriction a lot is defined as a dwelling house and the contiguous lots upon which it is situate.

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

Be it remembered that on the 23rd day of September, 1993, at 11:53 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.

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