

Sub-Div. Covenants

RESERVATIONS AND RESTRICTIONS
RELATING TO
"WHAT A VIEW" SUBDIVISION
SECTION 1
FRANKFORT DISTRICT
MINERAL COUNTY, WEST VIRGINIA

COPY

BE IT KNOWN that Pleasant View Land Company, LLC, a Limited Liability Company organized and existing under the laws of the State of West Virginia being the fee simple owner of "What A View" Subdivision, Section 1, situate on the South side of County Route 8, Waxler Road, Frankfort District, Mineral County, West Virginia, as described on a Plat of said Section 1 of said Subdivision, which Plat has been filed in the Office of the Clerk of the County Commission of Mineral County, West Virginia, and being a portion of the same real estate which was conveyed to Pleasant View Land Company, LLC, a Limited Liability Company, from Michael L. Weaver, by Deed dated December 29, 2005, and of record in the aforesaid Clerk's Office in Deed Book No. _____, at Page _____, herewith, do hereby make the following declarations as to limitations, restrictions and uses to which the lots and tracts constituting Section 1 thereof, may be placed, hereby specifying that said declarations shall constitute covenants to run with the land as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and as limitations upon all future owners in said Section 1, this declaration of restrictions being designed for the purpose of keeping said Section 1 desirable, uniform and suitable in design and use as herein specified:

1. The land hereby conveyed is restricted to residential use only, and no commercial, industrial or manufacturing business, building or enterprise shall be erected, maintained or operated upon said land. Each lot is for the construction of a single family residence and no lot may be subdivided. No business activities of any kind or nature shall be conducted on the premises of each lot which would increase traffic

or activity in the subdivision, nor shall anything to be done on any lot which may be an annoyance or a nuisance to the subdivision. This paragraph would not prohibit or restrict business done over the internet.

2. There shall be no sheep, goats, swine, kine or fowl kept or maintained upon said land. Other domestic animals or pets may be kept and maintained upon said land, but shall be kept and maintained within the boundaries of the owners of said land, provided that said domestic animals or pets are not kept or maintained for any commercial purpose. Outside pets must be kept to the rear of the residence.

3. No outside toilet or open cesspool shall be built, maintained or permitted, and any sewage disposal system, including septic tank and drainage field, installed shall be entirely within the boundaries of the land owned by the parties making such installation. All such installations of sanitary sewage disposal systems shall comply fully with the requirements of the Department of Health for the State of West Virginia.

4. All buildings and structures erected upon said land shall be on a solid foundation (poured concrete, concrete block or solid stone) and shall be constructed of good finished materials in a workmanlike manner. All homes must have an exterior of natural material or materials that appear to be natural materials, such as rock, logs, or wood. All fences, boundary markers or barriers must be constructed in a manner as to enhance the beauty of the subdivision, and in keeping with the materials and designs of the structures therein, and must be approved by the developer or the Homeowners' Association for the subdivision. All detached buildings such as garages, storage buildings, etc. must be constructed from materials that match the residence.

5. No building shall be erected, altered, placed or permitted to remain on said land other than one (1) detached single family dwelling; except, that storage buildings with a minimum area of 120 square feet will be permitted. Any garage or storage building must conform generally in appearance and material with the dwelling on said real estate.

6. Prior to any construction on subdivision lots, a comprehensive set of plans must be submitted to the Developer, or to the Homeowners' Association for approval. The plans are to include materials to be used, house plans, building information, etc.

7. Any construction, whether housing or accessory buildings must be completed in one (1) year of the start of said construction. Lot owners agree to pay to the developer or the Homeowners' Association a penalty of One Hundred Dollars (\$100.00) per day for every day over one (1) year that the said construction has not been completed.

8. Trash and refuse shall not be allowed to accumulate on the land hereby 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 seven (7) days.

9. No structure of a temporary character, mobile home, trailer, basement dwelling, tent, shack, garage, barn, or any other outbuilding shall be used on said property at any time as a residence either temporarily or permanently.

10. No noxious or offensive activity shall be carried on upon said land, nor shall anything be done thereon which may or may become an annoyance or nuisance to the Subdivision.

11. No building shall be located on any lot near to the front line of said lot then thirty (30) feet, nor nearer to any rear line than twenty (20) feet, nor nearer to the side of each lot than ten (10) feet. However, a variance may be granted if the building would not interfere with utility easements or access.

12. Easements for the installation and maintenance of utilities are reserved over the front lot line of ten (10) feet, the sides of the lot, ten (10) feet, and the rear of said lots of twenty (20) feet. All lot owners agree and are bound to accept surface water from culverts and roadways and waive any claim for damages from the flow of such surface water.

13. No sign, billboard or advertising of any kind shall be displayed to the public view on said land, except one (1) professional sign of not more than three (3) square foot, one (1) sign advertising a property for sale or rent, or signs used by the Developers to advertise and develop said Subdivision.

14. Each lot owner after the construction of a dwelling or any improvements made to the premises, shall maintain the outward appearance of the dwelling or improvements in a proper and professional manner so as not to detract from the other premises in the subdivision.

15. No trees or shrubs of any kind or nature may be planted or allowed to grow that would obscure the view of another lot owner.

16. Subject lot shall not be excavated except for the express purpose of constructing a dwelling, or any grading needed to finish construction of said dwelling. Each lot owner has the duty to control erosion on the their lot at all times.

17. Water will be made available to each lot by way of a central water system. Each lot owner has the option to access this system or to drill their own well in accordance with the rules and regulations of the West Virginia State Health Department. If water provided by the central system, the lot owner must install a water storage tank with a minimum storage of 1000 gallons along with a self contained water pump. This is to ensure that there were be no interruption of water to their residence. There will be a monthly fee for water service from the central water system which amount is governed by the West Virginia Public Service Commission. There will be a one (1) time tap connection fee for anyone using water from the central water system.

18. Any outside storage of vehicles, boats, or equipment must be in a proper manner so as not be an eye-sore or nuisance to the subdivision. All issues arising out of a complaint by a lot owner and/or homeowner will be addressed by the Developer and/or Homeowners' Association, their decision will be final and binding regarding this matter.