

of Hampshire County, West Virginia in Deed Book No. 215 at
Page 682.

This conveyance is subject to the following protective
covenants and restrictions:

DECLARATION OF PROTECTIVE COVENANTS

1. The Grantors hereby dedicate to the public, for
public use forever, all streets and rights of ways shown on the
plat or plan.

2. The Grantors may assess each lot owner a sum not to
exceed Twenty-five Dollars (\$25.00) 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
Grantors may provide therein. The rights and responsibilities as
created by this paragraph may be delegated by the Grantors to a
committee of lot owners within said Subdivision, elected by the
property owners and any assessment made pursuant to this paragraph
shall constitute a lien on each and every lot within said sub-
division until paid and payment of said assessment and levy shall
be payable on or before the 31st day of January next following the
purchase of said lot, and on or before the 31st day of each year
thereafter where more than one lot is owned by a party or parties,
in the event of a resale by them of one or more said lots, then
the obligation to pay runs with the lot or lots, without any
provisions therein specifically so provided.

3. The Grantors reserve unto themselves, their 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 of
ingress and egress for the purpose of erection or maintenance on,
over or under a strip of land fifteen (15) foot wide at any point
along the side, rear, or front lines of any of said lots.

4. 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 case, for a
period not to exceed four months.

5. Not more than one residence shall be erected on any
one lot, and it shall contain a minimum of 480 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 Grantors may be sold or used as a
road or as a right of way to any property outside of said sub-
division. This covenant shall not apply until said lots are sold
by the Grantors.

6. All of said lots shall be used for residential
purposes only, and any garage or barn must conform generally in
appearance and material with any dwelling on the said lot.

7. No signs, billboards, or advertising of any nature
shall be erected, placed or maintained on any lots herein desig-
nated, nor upon any building erected thereon, except directional
and information signs of the Grantors.

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8. No building shall be erected closer than 35 feet to any street or road, nor closer than 20 feet to the side or rear of the lot line, with the exception that where two or more lots are used together for the construction of one building, then said 20 foot set back shall apply only to outside lines.

9. All toilets constructed on said lots shall be constructed with the residence building and no outside toilets shall be allowed on the premises after April 1, 1972.

10. No lot in said subdivision may be re-subdivided.

11. Culverts must be used in all driveways leading from main subdivision roads.

12. No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said lots.

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

14. If the parties hereto, or any of them, 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 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 covenants, either to prevent him or them from so doing or to recover damages or other dues for such violation.

15. Invalidation of any one of these covenants by judgement or Court Order, shall in nowise affect any of the other provisions which shall remain in full force and effect.

Taxes for the year of sale on the property herein conveyed are to be pro-rated to the date of closing.

TO HAVE AND TO HOLD the real estate herein conveyed, together with all roadways, and rights of way as means of ingress and egress thereto, all minerals, rights and appurtenances thereunto belonging, unto the said Carl L. Conrad, Jr. and Debra G. Conrad, his wife, as joint tenants with rights of survivorship, at the death of either, to the survivor of the two of them, in fee simple.

WITNESS the following signatures and seals:



Herman S. Snoots (SEAL)
HERMAN S. SNOOTS

Mary D. Snoots (SEAL)
MARY D. SNOOTS

PHILIP M. SAVILLE
ATTORNEY AT LAW
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