

DECLARATION OF PROTECTIVE COVENANTS
SWEENEY PLACE DEVELOPMENT
PENDLETON COUNTY, WEST VIRGINIA

This Declaration of Protective Covenants shall apply to all those certain lots or parcels of real estate situate in Franklin District, Pendleton County, West Virginia, known and designated as Lots 1 through 12 of the Potomac Heights Subdivision, more particularly described on the plat of Potomac Heights Subdivision of record in the Office of the Clerk of the County Commission of Pendleton County, West Virginia, in Map Book No. 4, at Page 266. All of said lots shall be subject to these covenants and these covenants shall run with the land and be binding upon all purchasers of said lots, their heirs, successors and assigns. The covenants, restrictions and conditions declared hereby and affecting said real estate are as follows:

1. The lot owners within the Sweeney Place Development shall all have for their use forever that certain road known and designated as "Sweeney Place". Said "Sweeney Place" joins all of the said Lots No. 1 through 12 and is more particularly described in and shown on said plat. The undersigned shall eventually transfer said "Sweeney Place" to the Sweeney Place Development Property Owners Association as set forth below.

2. No buildings shall be erected closer than 10 feet to any street or road, nor closer than 10 feet to the side or rear of any lot line, with the exception that when two or more lots are used together for the construction of one dwelling, then said 10 foot setback shall only apply to outside lines.

3. Except as set forth herein, no property within this subdivision shall be used for any commercial purpose, commercial purposes meaning the providing of any service for payment of any kind. Commercial activities which are confined to the dwelling house situate upon any lot within the subdivision shall be permitted. Signs advertising such commercial activities shall not be permitted.

4. Every lot owner shall provide each lot with an off street parking space of at least 10 feet x 20 feet, however, if the same owner has two adjoining lots, with only one dwelling for the combined lots, then they shall be required to provide only one off street parking space.

5. No subdivision of any lots sold or conveyed by the undersigned in this subdivision shall be allowed at any time unless such resubdivision shall be agreed to by all owners of all properties affected by these covenants.

6. Domestic animals, specifically, dogs and cats, may be kept and maintained within the subdivision, but shall be kept and maintained within the boundaries of each lot. No horses, cows, chickens, turkeys, hogs, or other like poultry or livestock shall be permitted within the subdivision.

7. Nothing but a single private dwelling or residence designed for the occupancy of one family shall be erected on any lot within the subdivision, and the minimum size of any residence constructed shall contain at least 720 square feet, not including basement, garage, porch or carport. All exterior construction must be completed and closed in within twelve months of the commencement of construction. No part of any lot in the subdivision may be sold or used as a road or right-of-way to any property outside the subdivision.

8. No mobile homes, house trailers or double-wides shall be allowed within this subdivision.

Eastern W. Va. Community Action Agency, Inc.
401 Maple Ave.
Moorefield, W.V. 26836

9. All roofs on any buildings or structures within this subdivision, including dwelling and residence roofs, shall have a pitch of at least 4/12.

10. All lot owners shall become members of the Sweeney Place Development Property Owners Association. All lot owners shall pay a fee of Fifty Dollars (\$50.00) per year for the use, upkeep and maintenance of all subdivision roads and payment of subdivision expenses. Payment of said fee shall be payable on or before the 31st day of January next following the purchase of said lots and on or before the 31st day of January each year thereafter. Until said property owners association is formed, the \$50.00 maintenance fee described hereinabove shall be paid to the undersigned, and after the formation of said property owners association, said maintenance fee shall be paid to the property owners association. If said \$50.00 fee is not paid within ten days after January 31, then the Sweeney Place Development Property Owners Association shall automatically have a lien against any lot within the subdivision owned by such a delinquent lot owner, which lien shall be for said unpaid road maintenance fee and interest accruing thereon.

11. The construction of any driveway on any lot 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.

12. Trash and refuse shall not be allowed to accumulate on any lot and no junk, junk vehicles or parts thereof, or vehicles not in current use shall be kept or stored on any lot in the subdivision. All garbage shall be kept in insect and rodent proof receptacles and removed and disposed of at least every seven days.

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

14. After the sale of all lots composing this subdivision have been completed by the undersigned, or sooner at the discretion of the undersigned, the protective covenants contained herein may be amended at any time by agreement and ratification of a majority of the lot owners. Any amendments shall be recorded in the Office of the Clerk of the County Commission of Pendleton County, West Virginia.

15. If any party shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned, or any person or persons owning any real estate situate in the subject subdivision to prosecute any proceedings at law or an 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. Invalidity 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.

EASTERN WEST VIRGINIA COMMUNITY
ACTION AGENCY, INC.

By: Nadine B. Idleman
Nadine Idleman
Chairman of Board of Directors

ATTEST:

Michael C. Blum
SECRETARY

STATE OF WEST VIRGINIA,

COUNTY OF HARDY, to-wit:

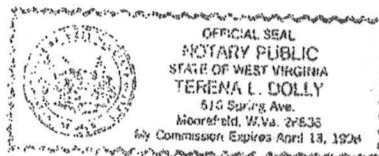
I, Terena L. Dolly, a Notary Public in and for the County and State aforesaid, do hereby certify that NADINE IDLEMAN, whose name is signed to the writing above as Chairman of the Board of Directors for Eastern West Virginia Community Action Agency, Inc., bearing date the 13th day of December, 1995, has each this day acknowledged the same before me in my said County and State.

Given under my hand this 13th day of December, 1995.

My commission expires April 13, 1998.

Terena L. Dolly
NOTARY PUBLIC

c:sweeney.cov



State of West Virginia,
In Pendleton County Commission Clerk's Office, December 14, 1995
The foregoing Protective Covenant was this day presented in said office, and with the certificate of acknowledgment thereto, was admitted to record.

Teste: Danny L. Conahan, Clerk