

PROTECTIVE COVENANTS, RESTRICTIONS AND RESERVATIONS

1. Nothing but one single family private dwelling designated for occupancy by one family shall be erected on the subject property, nor shall said premises be used for any purpose other than private residential purposes, but the renting or leasing of a private dwelling shall not be considered commercial use. A residence must contain a minimum of one thousand square feet of living space excluding basement, porches, garages or carports. A residence must have a permanent masonry perimeter.

In addition to the residence placed on the subject property, the owner shall also build and construct an out building not less than 8 feet by 10 feet and be similar in appearance to the residence. So as to maintain a neat and orderly appearance on the subject property, owner shall use the out building to store such things as toys, bicycles, tri-cycles, lawnmowers, yard tools, garden tillers and other similar items.

2. Only split rail fencing, natural hedges or vinyl fencing shall be permitted along the boundary lines of said tract; that no fencing or hedges shall be constructed or planted closer than 10 feet from the edge of any roadway, provide, however, wooden 5' high fencing erected for the protection of children or pets or for other reasonable purposes may be permitted within a reasonable area to the rear of any dwelling house. In no circumstance shall woven wire, high-tensile wire, or barbed wire be permitted on the subject property.

3. No residence may be constructed closer than 30 feet to the center of any roadway and no closer than 10 feet to any property line.

4. The exterior of the residence and other structures must be completed within one year after the construction of same shall have commenced, except where such completion isn't possible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

5. No excavation of stone, gravel, or earth shall be made on the subject property, except for basement, cellar, retaining walls, landscaping and driveways.

6. Within one month after completion of a dwelling on the subject property, said tract shall be landscaped including the seeding of bare earth, in a workman like manner.

7. The owner shall construct and maintain suitable and adequate parking on his/her tract for parking of his/her vehicles and the parking of vehicles of his guests so that said vehicles when parked shall not obstruct or interfere with use of any of the right of ways.

8. That before a dwelling on the tract is occupied, the owner shall, at the owners expense install a septic tank and drainage field or such other sewage disposal system all of which must be approved by the Department of Health in the State of West Virginia. Said septic tank, drainage field including any reserve area, or other disposal system shall be installed in accordance with all rules and regulations as promulgated by the Department of Health in the State of West Virginia; further, that any activity or use of said tract shall not pollute or cause waste to any spring, drain, well or stream situate on or traversing said tract.

9. No single section manufactured house, travel trailer, motor home, bus, tent, garage, barn, shed, structure or facility erected or maintained on any tract shall at any time be used as a residence.

BOOK 233 PAGE 408

10. Said property shall not be used or maintained as a dumping ground for rubbish, nor shall any rubbish or garbage, or other waster of any type be allowed to accumulate on said tract. Said rubbish, garbage or other waste shall be kept in sanitary containers, and all such containers or incinerators or other equipment used for the storage or disposal of said material shall be kept in a clean and sanitary condition and located in as inconspicuous a place as possible. It is understood and agreed that there is no obligation on the part of the Grantors to provide garbage or trash removal services. Vehicles on blocks, unlicensed, or abandoned boats, trailers, motorcycles or vehicles shall not be permitted.
11. No fowl, swine, cattle, sheep, goats or other domestic or wild animals shall be kept or maintained on any tract. This restriction shall not apply to dogs, cats or other small domestic animals, generally considered to as pets, so long as said dogs, cats, or other small animals are of an inoffensive nature and are not kept for breeding or maintained for commercial purpose. Any domestic pet shall be maintained by its owner and not permitted to run at large.
12. No obnoxious or offensive use shall be made of the subject property, nor shall any offensive trade or activity be carried on upon the subject property, nor shall any activity of any nature whatsoever be conducted on a tract which may constitute a nuisance.
13. The subject property shall be maintained in a neat and orderly manner free from litter, weeds and brush. Further, the subject property shall be mowed, trimmed on a regular basis during the growing season.
14. The Grantors reserve unto themselves, their heirs and assigns, a perpetual, alienable and releasable 40 foot easement over, upon and across the subject property, for the construction, maintenance, upkeep and repair of the roadways and right of ways, the location therefore are shown on the plat of the subject property attached to this deed and that the use of said road ways and rights of ways shall be in common of other property owners, the Grantors, and their respective heirs, successors, invitees and assigns. Specifically, the Grantors do except and reserve general purpose rights of ways and easements over and across the road way as described on the Plat as aforesaid which shall be for the benefit of other lands now owned by the Grantors or hereafter acquired.
15. The Grantors reserve unto themselves, their heirs and assigns, a perpetual, alienable and releasable easement for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits and other suitable equipment for the conveyance of electricity, catv and use of telephone equipment, water or other public conveniences of utilities but with the understanding that said easement for the aforesaid utilities and related necessities shall be confined to an area within fifteen feet adjacent to any roadways or right of way, and ten feet on each side of any tract's other boundary lines; providing, however, the fifteen foot easement for any lines adjacent to a roadway or right of way and not at the centerline thereof; and Grantors may further cut drainways for surface water wherever and whenever such action may appear to Grantors to be necessary in order to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any agent, employee, or licensee of Grantors, but this reservation shall not be considered an obligation of the Grantors to provide or maintain any such utility or service.
- That the Grantees shall be responsible for and required to construct all utility service lines from the nearest utility access to any dwelling structure on the tract by an underground entry.
16. Said tract shall not be subdivided, or its boundary lines change in any way.

17. That no trapping of any wildlife or game animals for business or pleasure is permitted on the subject property and further, that no hunting or discharging of any firearms shall be permitted.

18. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them. No restrictions or covenants herein is intended to be used nor shall any restriction or covenant be used by Grantees or Grantors to discriminate or attempt to discriminate against any person, whether a tract purchaser or prospective purchaser, upon resale by a tract owner, upon basis of race, creed, color, or national origin.

19. The failure to enforce any right, reservations, restrictions, or conditions contained in the Declaration of Protective Covenants and Restrictions, however long continued, shall not be deemed a waiver of the rights to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto shall not bar or affect its enforcement.

20. Grantees shall share pro-ratably the cost to repair and maintain their access right of way with others having the right to use same.

21. The invalidation by any court of any restrictions in this Declaration of Protective Covenants and Restrictions contained shall in no way affect any of the other restrictions, and they shall remain in full force and effect.