

PROTECTIVE COVENANTS OF
THE JACKSON HOLLOW ADDITION

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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. The term "grantee" used herein shall refer to the grantee or grantees designated in the attached deed.

1. For the consideration above stated, the grantor further grants and conveys unto the said grantee, his heirs and assigns, the perpetual right to use the existing 50' wide right of way over the remaining lands of the grantor's, including the remaining portion of The Jackson Hollow Addition, for the purpose of ingress and egress to and from the property herein conveyed and State Route 50/8 (Huldekoper Road). However, it is expressly understood and agreed that this roadway shall be used in common with the grantor, her heirs and assigns, and other lot owners in The Jackson Hollow Addition and the grantor, her heirs and assigns, reserves the perpetual right to use the above described roadway, including any portion of said roadway which may lie within the boundaries of the real estate conveyed by the deed to which these protective covenants are attached.

2. The grantor may assess each tract or lot owner of The Jackson Hollow Addition a sum not to exceed \$60.00 per year, per tract or lot, for the use, upkeep and maintenance of the roadways situate in said subdivision, now constructed or to be constructed and within all sections of said subdivision and such other common facilities as the grantor may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of tract or lot owners within said subdivision election by the property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract or lot within said subdivision 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 tract or lot and on or before the 31st day of each year thereafter. When more than one tract or lot is owned by the party or parties in the event of resale of one or more tracts or lots then the obligation to pay the said assessment and levy shall become the obligation of the new owner or owners.

3. The grantor reserves unto herself, her heirs and assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, and to grant easements and rights of way therefore, with the right of ingress and egress for the purpose of erection and maintenance on, over and under a strip of land 15 feet wide at any point along the side and rear of any of the tracts and lots in The Jackson Hollow Addition.

4. 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.

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

6. 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 has been obtained from the State Health Department.

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

8. 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 15 inches in diameter culvert must be used in a fashion to insure adequate water flow along road drainage ditches.

9. 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.

10. 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.

11. Invalidity of any one of these covenants by judgment or Court order, shall in no wise effect any of the other provisions which shall remain in full force and effect.

12. No part of any tract or 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 are sold by the grantor.

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

Be it remembered that on the 22nd day of June, 1992, at 11:08 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.