

RESTRICTIVE COVENANTS AND CONDITIONS
RELATING TO SWAN POND, SECTION I
MINERAL COUNTY, WEST VIRGINIA

The undersigned, Renick C. Williams and Betty P. Williams, his wife, being the fee simple owners of Swan Pond, Section I, a subdivision, in Frankfort District, Mineral County, West Virginia, do hereby make the following Declaration as to limitations, restrictions, reservations and uses to which the lots constituting said Section may be placed, hereby specifying that said Declaration 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, this Declaration of Restrictions being designed for the purpose of keeping said Section desirable, uniform and suitable in design and use as herein specified:

1. All and each of the restrictions herein contained shall be perpetual and shall apply to and be forever binding upon the owner of each of the lots containing in said Section for the benefit for said Section, unless otherwise specifically provided herein.

2. Said land 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.

3. There will 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 lands, but shall be kept and maintained within the boundaries of the owners of said lands. Such other domestic animals or pets are permitted

*Renick Williams
Moorefield, W.V.
11-2-1987*

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BOOK 249 PAGE 175

to use the common rights of way over the tracts of land of which this is a part when under lease and the control of some person.

4. 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, and not nearer than twenty (20) feet from the boundary of said land, and not nearer than one hundred (100) feet to any existing well or water supply. All installations of sanitary sewage disposal systems shall comply fully with the requirements of the Department of Health of the State of West Virginia.

5. All buildings and structures erected upon said land shall be upon a solid foundation (poured concrete, concrete block or solid stone), and shall be constructed of good finished materials and constructed in a good and workmanship like manner. Tarpaper, rolled siding and concrete block are especially agreed not to be considered as finished materials.

6. No structure of a temporary character, house trailer, mobile home, doublewide mobile home or basement dwelling shall be constructed, placed or maintained upon said Section or any part thereof; however, a modular dwelling may be placed and maintained thereon. Nor shall any tent, shack, garage or any other outbuilding be used on this land at

any time as a dwelling, either temporarily or permanently.

7. All fences, boundary markers or barriers shall be constructed of good finished material in a workmanlike manner or of appropriate vegetation, not to exceed eight (8) feet in height.

8. No building shall be located upon any parcel of land nearer to the front boundary line than thirty (30) feet, nor within twenty (20) feet of the side boundary nor within ten (10) feet of the rear boundary; provided, however, that no building shall be located upon Lot Number 12 of said Section nearer to the westerly boundary line than 30 feet, nor within 20 feet on the southerly or northerly boundary lines, nor within 10 feet on the easterly boundary line, and further provided, however, that no building shall be located on Lot Number 17 of said Section nearer to the southerly boundary line thereof than 30 feet, nor within 20 feet of the state road boundary or the boundary line with Lot Number 16, nor within 10 feet of the rear boundary line thereof. Eaves, steps and open porches shall not be considered as a part of the building for the purpose of this restriction, provided, however, that no such extension shall be built nearer than ten (10) feet from any boundary line.

9. No high intensity street lights nor any flood lights automatically controlled whose general illumination shall extend beyond the boundary lines of the lands of any person making such installation shall be erected or maintained upon the land hereby conveyed without the unanimous written consent of

all property owners affected by such installation whose source of title is derived from the undersigned.

10. No lot of this Section shall be further subdivided.

11. Trash and refuse shall not be allowed to accumulate on the lands covered by these restrictions, and no junk, junked 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 or disposed of at least every seven (7) days.

12. The course of no existing stream or drain shall be altered or restricted in any way which would affect any property not owned by the person making such change or restriction, and no owner shall allow any drainage into a stream or drain which would in any way pollute such drain or stream. An easement for such streams or drains as shown on the plat of said Section and for pipes therefore is hereby reserved to the undersigned and the owners association as hereinafter described.

13. Each lot in said Section shall be subject to the reservation of an easement for the construction, operation, maintenance, repair and reconstruction of overhead and/or underground public and quasi-public utility lines, which easement shall be ten (10) feet in width, along and parallel with all property lines of each lot of said Section.

14. Every driveway extending from a road in said

Section to a lot shall contain a culvert of not less than 15 inches in diameter.

15. Any dwelling constructed in said Section that has only one (1) story above ground level shall contain no less than 1,200 square feet of living area.

16. Any dwelling constructed in said Section that has two (2) or more stories above ground level shall contain no less than 2,000 square feet of living area.

17. No signs advertising a business, except signs indicating the sale of land within said Section, shall be erected upon any land in said Section.

18. Reasonable cutting of trees for personal use or for land clearing is permitted; however, there shall be no cutting of trees for commercial purposes, nor shall more than sixty per cent (60%) of the trees on a lot in said Section be cut. This paragraph number 18 shall not apply to Lot Number 17 of Section I.

19. The use of any motorcycle, dirt bike, all terrain vehicle or motor vehicle without proper noise abatement equipment is prohibited within said Section.

20. No dwelling house shall be constructed, nor shall a well be drilled, on any lot within said Section until a sewage disposal permit has been obtained from the Department of Health of the State of West Virginia.

21. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons either to restrain violation or

recover damages for violating or attempting to violate any covenant herein. Failure to enforce any provision herein shall not be deemed a waiver of the right to do so thereafter.

22. The invalidation of any one of the covenants by a judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

23. As soon as four (4) of the lots in said Section have been sold, the purchasers thereof shall cause to be formed a property owners association which the purchaser of each lot in said Section, by the acceptance of a deed therefore, agrees to become, and shall be, a member, and membership in which shall be limited to the purchasers or owners of lots in said Section. Among the purposes and duties of said association shall be the enforcement of all of these restrictive covenants and conditions, the ownership of the roads in said Section, the establishment of reasonable assessments against the several owners in order to insure reasonable and proper maintenance of the roads, and the transaction of such other business as may be permitted by law. Because of the variance of usage of the roads within said Section depending upon the location of a lot, said association shall assess owners of Lots Numbers 20, 21, 22 and 23 in Section I only one-fourth (1/4) of the amount assessed to the owners of Lots Numbers 1 through 17. The road assessment to the owners of said Lots Numbers 1 through 17

shall not be less than \$50.00 a year, and the owners of Lots Numbers 18 and 19 shall be assessed annually for road maintenance in an amount not less than \$25.00. The association shall also provide that each owner of a lot in said Section shall be entitled to one (1) vote for each lot purchased or owned by him, her or them. The undersigned further agree that upon the organization of said association, they will convey to said association all of their right, interest and title they may have in the streets and roadways in said Section, subject only to easements for water, sewage, telephone, electric and cable television.

The undersigned reserve the right to add additional Sections to said Swan Pond Subdivision with the same or similar covenants and conditions.

WITNESS the following signatures and seals this 1st day of October, 1987.

Renick C. Williams (SEAL)
RENICK C. WILLIAMS

Betty P. Williams (SEAL)
BETTY P. WILLIAMS

STATE OF WEST VIRGINIA,

COUNTY OF Hardy, to-wit:

I, Larry S. Kessel, a Notary Public in and for the County and State aforesaid, do certify that Renick C. Williams and Betty P. Williams, his wife, whose names are signed to the foregoing Writing bearing date the 1st day of October, 1987, have this day acknowledged the same before me in my said County and State.

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KEYSER, WV 26726

BOOK 249 PAGE 181

Given under my hand this 1st day of October, 1987.


NOTARY PUBLIC

My Commission Expires:

10/30/94

THIS INSTRUMENT WAS PREPARED BY

JOHN I. ROGERS, II

ROGERS AND MELODY, ATTORNEYS AT LAW

KEYSER, WEST VIRGINIA 26726

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO-WIT:

Be it remembered that on, this 16th day of October, 1987
at 12:00 o'clock NOON, the foregoing restrictive covenants & conditions
with the certificate thereto annexed, was presented in the Office of the Clerk of the County Commission and admitted
to record.

MARSHALL E. NIELD *gm*

Clerk County Commission

 GASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO 87649-A

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BOOK 249 PAGE 182