

300
Del: *United Farms*
Delma Turnock
10-26-83

HAMPSHIRE COUNTY, WEST VIRGINIA

DECLARATION OF PROTECTIVE COVENANTS

378
RE: Sky Blue Acres

DATE: August 26, 1983

This subdivision shall be subject to the following protective covenants, which covenants are to run with the land, and these protective covenants shall be of record in the Office of the Clerk of the County of Hampshire County.

It is agreed and understood by the Grantors, owners and developers of Sky Blue Acres herein, and any and all future buyers and sellers of any and all tracts of land in Sky Blue Acres as follows:

1. That the sale of land is, under normal situation, the voluntary act of two or more consenting parties.
2. That all parties to the sale of land in the 227-acre parcel of land known as Sky Blue Acres understand and agree to the protective covenants as contained herein.
3. 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 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 covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation.
4. That Sky Blue Acres has been parcelled into twenty-five (25) tracts of land, none of which is less than five (5) acres, and that no one may further divide their property.
5. That Sky Blue Acres is a quality residential, rural, recreational subdivision, and no usage, such as commercial hog raising shall be permitted. This is not to be interpreted to preclude hobby farming or mini-farming.
6. That the minimum size of any residence constructed shall contain at least four hundred eighty (480) square feet on the main floor. This shall not include basement, garage, porch or carport.

7. All exterior constructions must be completed and closed in within two (2) years of the commencement of construction. No part of any lot sold by the grantor may be sold or used as a road or as a right-of-way to any property outside of said subdivision. This covenant shall not apply until said lots are sold by the grantor.

8. That the grantors hereby grant and convey to the property owners, for their use forever, all the roads and rights-of-way shown on the plat or plan of Sky Blue Acres as found and recorded in the Office of the Clerk of the County Commission and for Hampshire County, West Virginia.

9. No permanent use of campers, buses, or other recreational vehicles as a place of residence will be permitted, excepting the use of temporary camping trailers and recreational vehicles, which may not be used or permitted to remain on the property as a residence in excess of (4) months per calendar year.

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

11. No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any lots herein designated, nor upon any building erected thereon, except directional and information signs of grantor.

12. No building shall be erected closer than seventy-five (75) feet to any street or road, nor closer than twenty-five (25) feet to the side or rear of the lot line, with the exception that when two or more lots are used together for the construction of one dwelling, then said twenty-five (25) foot set-back shall apply to outside lines.

13. All toilets constructed on said lots shall conform to the regulation of the appropriate county and state health department and be placed in a secluded area whenever possible. No building shall be constructed on any lot until a septic tank permit has been obtained from the State Department of Health.

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

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

16. Invalidation of any 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.

17. Until such time as the Grantors have conveyed eight (8) of the tracts of land as set out and designated on the plat and survey of the recorded subdivision known as "Sky Blue Acres", grantors shall be responsible for maintaining in usable condition existing roads within said subdivision which do not constitute county roads, following which the maintenance of said private roads shall be undertaken by the property owners or by such committee or association of property owners as may hereafter be formed.

18. Any activity or condition constituting a nuisance, creating offensive odors or sounds or which otherwise interferes with or adversely affects the free and unrestricted usage of the surrounding property is forbidden.

19. The grantors reserve unto themselves, their heirs, assigns and property owners of the subdivision the right to erect or cause the erection and maintenance of telephone and electric light poles and lines, conduits, equipment, sewer, gas and utility lines and pipes, together with the right of ingress and egress for the purpose of erection and maintenance of same on, over, under and across a strip of land fifteen (15) feet wide at any point along the sides, rear or front line of any of said tracts. In the event that additional utilities shall hereafter become available to service the tracts, to the extent feasible they will be located adjacent to the then existing utility installations.

20. It is further agreed and understood that all of the foregoing covenants shall be and are covenants which "run with the land," which is to say that these covenants are binding upon all heirs, assigns or property owners and any persons who acquire property within Sky Blue Acres by any other means. With the exception of Paragraph 19 above, these protective covenants may be changed by written proclamation filed on record in the Office of the Clerk of the County Commission of Hampshire County by majority vote of the record owners of the tracts of land constituting "Sky Blue Acres", whether or not a homeowner's association is formed.

WITNESS OUR SIGNATURES to this Declaration of Proposed Covenants the day and year first hereinbefore set forth.


GRACE M. SLAUGHTER


WARREN BALLARD

CITY OF WASHINGTON,
DISTRICT OF COLUMBIA, ss:

381

Personally appeared before me, a Notary in and for the District of Columbia,
Grace M. Slaughter, personally well known to me as the person who signed the
attached and within DEclaration of Protective Covenants, and did acknowledge
her signature and the execution of the said DEclaration of Protective Covenants
to be her free act and deed. Signed and executed before me this 11th
day of October 1983, at Washington, D-C.

Virginia E. Zakstok
Notary Public, District of Columbia
My Commission Expires: March 31, 1984

STATE OF MARYLAND,
COUNTY OF MONTGOMERY, SS:

Personally appeared before me, a Notary in and for the State of Maryland,
Warren Ballard, personally well known to me as the person who signed the
attached and within Declaration of Protective Covenants, and did acknowledge
his signature and the execution of the said Declaration of Protective
Covenants to be his free act and deed. Signed and executed before me this 26th
day of August, 1983 at Chevy Chase, Maryland.

Thomas Gentile
Thomas Gentile, Notary Public
My comm. expires 7-1-86

THIS IS TO CERTIFY that the foregoing Declaration of Protective
Covenants was prepared by R. Pierce Kelley, Jr, Attorney At Law, Keyser,
West Virginia, with revisions by Harry W. Goldberg, Attorney At Law, Chevy
Chase, Maryland.

Harry W. Goldberg

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

Be it remembered that on the 20th day of October, 1983, at 9:26 A M.,
this Protective Covenants 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.