

DECLARATION OF PROTECTIVE COVENANTS OF SOUTH HILLS

Romney Realty Development Limited Liability Company, a West Virginia limited liability company, does hereby establish and dedicate the protective covenants hereinafter set forth.

1. All of the covenants hereinafter set forth shall be considered covenants running with the land and shall apply to all lots situate within South Hills as shown upon the plat(s) thereof of record in the office of the Clerk of the County Commission of Hampshire County, West Virginia, in Map Book 8 at Page _____, and shall likewise apply to all adjoining development conducted by Romney Realty Development Limited Liability Company, its successors or assigns.

2. The protective covenants may be enforced by action of any landowner(s). Violation of any covenant shall not result in a forfeiture of title.

3. All lots shall be used for residential purposes only. All dwellings shall be single family dwellings. ~~not include~~ ⁷ *not include*

4. No business or commercial enterprise shall be conducted on any lot. This shall not prevent a lot owner from maintaining an in-home office associated with their principal occupation. However, such in-home office shall not be the sole or primary location of any business or commercial enterprise conducted by the lot owner or any other person occupying the lot. No advertising signs or billboards are permitted except for realtors signs during the sale of a lot.

5. No lot shall be used for the keeping or maintenance of any livestock, poultry or other animals with the exception of household pets.

6. No mobile home or modular home shall be placed upon any lot. This restriction shall not prohibit manufactured sectional homes with wooden floor joists constructed on a peripheral foundation if the same is otherwise in compliance with applicable ordinances and regulations of the City of Romney.

7. All houses constructed upon any lot shall be of substantial construction and material and shall contain no less than 1,500 square feet of heated interior living space, excluding basements. Any garage or outbuilding constructed on a lot shall be of the same or similar materials, design and construction as the principal residence situate upon the lot.

8. No improvements shall be constructed within 25 feet of any street or rear lot lines or within 10 feet of any side lot line. In the event a lot owner owns two (2) or more adjoining lots, the setback requirement shall not apply to interior boundary lines.

9. All utility service to any residence or structure situate upon a lot shall be underground service, except that electric utility on Lot 25 and Lot 26 may be above ground due to the presence of existing above ground service on these lots. All lots shall be serviced by central water and sewerage systems. No septic tanks shall be permitted.

10. No outdoor woodburning furnaces are permitted on any lot.

11. All lots shall contain adequate off street parking for all vehicles belonging to residents of that lot.

12. No lot owner shall park any commercial vehicle, such as a truck, delivery van, panel truck or construction machinery upon any lot or public street in South Hills.

13. No lot owner shall maintain any open ditches for drainage between their lots and the public street. All culverts and storm drains shall be covered or seeded. Culverts shall be a minimum fifteen inches in diameter or as shown upon the plat of South Hills.

14. No lot owner shall cause or permit the accumulation of any material characterized as scrap, salvage or refuse on any lot nor cause nor permit any unlicensed or uninspected motor vehicles to be placed on any lot. ✓

15. All residential construction shall be completed within eight (8) months after commencement. Any construction trailers or equipment shall be removed from the lot before occupation of the residence. ✓

16. All fences and outside improvements shall be kept in a good state of repair and maintenance, including periodic painting. ✓

17. No noisy, noxious or offensive activities shall be conducted on any lot. ✓

18. No lot shown upon the aforementioned plat(s) shall be subdivided. This does not prohibit boundary line adjustments with adjoining land owners or division of a lot between adjoining land owners. ✓ *now by whom?*

19. Lots shall be subject to the utility easements, drainage easements, street rights-of-way, building setback lines and similar restrictions as shown upon the plat(s) of South Hills.

20. Romney Realty Development Limited Liability Company, reserves the right to replat any unsold lot and further reserves the right to impose additional covenants on any unsold lots. However, any replatting of lots or additional covenants imposed shall be consistent with the use of lots as is set forth in these protective covenants. ✓

Whereas, Romney Realty Development Limited Liability Company has caused this Declaration of Protective Covenants to be executed by Charles E. See, its duly authorized manager, this 11th day of July, 1996.

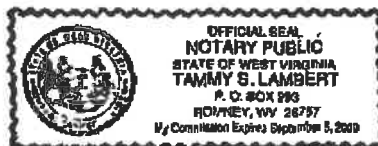
ROMNEY REALTY DEVELOPMENT
LIMITED LIABILITY COMPANY,
A West Virginia Limited Liability Company
By Charles E. See
Charles E. See, Its Manager

STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, to wit:

The foregoing Declaration of Protective Covenants was acknowledged before me this the 11th day of July, 1996, by CHARLES E. SEE, Manager of Romney Realty Development Limited Liability Company, A West Virginia limited liability company, on behalf of said company.

My commission expires: September 5, 2000.



Tammy S. Lambert
Notary Public

This Declaration of Protective Covenants was prepared by Stephen W. Moreland, MORELAND AND MORELAND, Attorneys at Law, 92 East Main Street, Romney, West Virginia 26757.

SWM:tsl
realtest\covnants\s-hills.doc

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

Be it remembered that on the 12th day of July, 1996, at 3:48 P M., this 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. shl