

DECLARATION OF PROTECTIVE COVENANTS

1. The Grantors hereby dedicate to the public, for public use forever, all the streets and rights of ways shown on the plat or plan.
2. The Grantors may assess each lot owner a sum not to exceed Twenty-five Dollars (\$25.00) per year, per lot, for the use, upkeep and maintenance of the roads within all sections of said subdivision, and such other common facilities as the said Grantors may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the Grantors to a committee of lot owners within said subdivision, elected by the property owners and any assessment made pursuant to this paragraph shall constitute a lien on each and every 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 lot, and on or before the 31st day of January each year thereafter. Where more than one lot is owned by a party or parties, in the event of resale by them of one or more said lots, then the obligation to pay runs with the lot or lots, without any provisions therein specifically so provided.
3. The Grantors reserve unto themselves, their heirs or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas, and water lines, or to grant easements or rights of way therefor, with the right of ingress and egress for the purpose of erection or maintenance on, over or under a strip of land fifteen (15) foot wide at any point along the side, rear, or front lines of any of said lots.
4. No building of a temporary nature shall be erected or placed on any of said lots except those customarily erected in connection with building operations; and in such case, for a period not to exceed four months.
5. Not more than one residence shall be erected on any one lot, and it shall contain a minimum of 480 square feet on the main floor. This shall not include basement, garage, porch, or carport. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction. No part of any lot sold by the Grantors 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 Grantors.
6. All of said lots shall be used for residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on the said lot.
7. 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 Grantors.
8. No building shall be erected closer than 35 feet to any street or road, nor closer than 20 feet to the side or rear of the lot line, with the exception that where two or more lots are used together for the construction of one building, then said 20 foot setback shall apply only to outside lines.

9. All toilets constructed on said lots shall be constructed with the residence building and no outside toilets shall be allowed on the premises after April 1, 1972.

10. No lot in said subdivision may be re-subdivided.

11. Culverts must be used in all driveways leading from main subdivision.

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

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

14. 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 real estate situated in said subdivision or prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages or other dues for such violation.

15. Invalidation of any one of these covenants by judgment or Court Order, shall in nowise affect any of the other provisions which shall remain in full force and effect.

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

Be it remembered that on the 9th day of September 1996, at 3:21 P M, this Deed & Plat was presented in the Clerk's Office of the County Commission of said County and with the certificate thereof annexed, admitted to record.

Attest Marney C. Jellison Clerk
County Commission, Hampshire County, W. Va.