

MILL MOUNTAIN ORCHARD
DECLARATION OF EASEMENTS AND PROTECTIVE DEED COVENANTS

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(1) Each owner of a lot shown on the subdivision plat, shall have an easement over and upon the existing roadways running through the subdivision in the 40 foot wide right-of-way provided therefor, for ingress and egress to WV Rt. 50/7.

Any maintenance or repair to the roadways shall be performed on a continuing basis and each lot owner shall contribute on an equal basis for such costs. Said road and common area maintenance shall be \$25.00 annually per lot owned, payable to the Mill Mountain Property Owners Association which will be formed during 1984. Said association shall be comprised of property owners and shall account to all owners for receipts and expenditures. The developers are exempt from the requirement to pay maintenance but shall present completed roads prior to maintenance obligation on the part of the Association (of owners).

(2) The developers reserve unto themselves, their successors and/or assigns, an easement or right-of-way, over, under or through a fifteen (15) foot wide strip of land paralleling all lot lines for the purpose of installing, erecting and maintaining (or allowing public utilities this right) telephone, television cable and electric poles, lines, wires and associated equipment, as well as conduits and pipes for sewer, gas, water and storm drains and culverts.

(3) No commerce or business of any type other than the commercial production of apples is permitted on any lot. Residential structures of a permanent nature are permitted, including "double wides"; and mobile homes which are by basement or by foundation made part of the real estate are permitted on Lots 29 through 71, inclusive. Mobile Homes are not permitted on Lots 1 through 28. This paragraph is not intended to restrict camping, camping trailers or motor homes. No trucks, buses, old cars or unsightly conditions will be allowed to exist on any lot if deemed to be left, stored or abandoned.

(4) Sewerage and waste systems constructed on any lot shall conform to all applicable regulations of Hampshire County and the State of West Virginia.

(5) No structure of any kind shall be built within 25 feet of any lot line.

(6) No driveway or access way may be built from any roadway which impedes the function of roadway water ditches or drainage culverts. For driveways crossing road drainage ditches, the owner shall cause to have installed a 12 inch diameter culvert to insure proper flow of storm/rain runoff.

(7) No trees (including apple trees, hardwoods or pines) may be cut or destroyed except as necessary for small gardens, building sites, driveways and parking areas, etc. and in any case any such cutting of trees must be approved, in writing, by the developer until such time as the purchaser has received his or her deed and title has passed.

(8) The determination by a Court that any provision hereof is invalid for any reason shall not invalidate any other provision hereof.

(9) These covenants, which run with the land, may be amended by a two-thirds vote of the members of the Association, or the developer, provided that any such change, amendment or modification is duly recorded among the land records of the Hampshire County, West Virginia Supervisors Court in Romney, West Virginia.

THESE PROTECTIVE COVENANTS OF RECORD IN HAMPSHIRE
COUNTY, WEST VIRGINIA ARE INCLUDED BY REFERENCE
IN EACH DEED OF CONVEYANCE.

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

Be it remembered that on the 18th day of March, 1992, at 12:16 P.M.,
this Deed 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