

*Retyped for
County*

EVERGREEN
MINERAL COUNTY, WEST VIRGINIA
AMENDED DECLARATION OF PROTECTIVE COVENANTS

This subdivision shall be subject to the following protective covenants, which covenants are to run with the land for the mutual protection and benefit of all land owners and is done with the full consent and agreement of the proprietor thereof, known as Massey Real Estate, Ltd., hereinafter referred to as Grantor.

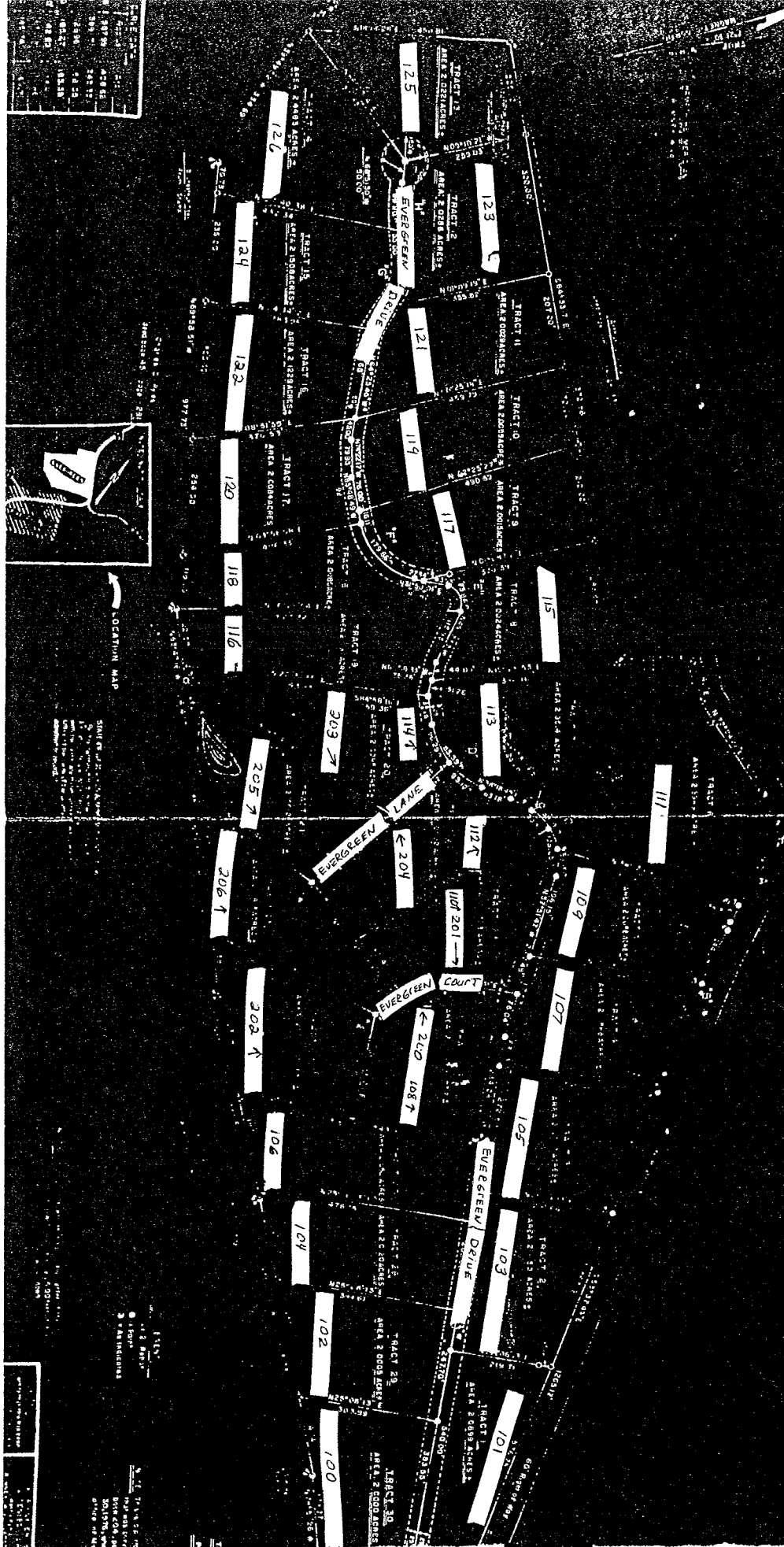
1. The grantor hereby grants and conveys to the property owners, for their use forever, all roads and all rights-of-way shown on the plat or plan recorded in the Mineral County Court House.
2. No building shall be erected closer than 30 feet to any street or road, nor closer than 25 feet to the side 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 25 foot setback shall apply only to the outside lines.
3. 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 said lot. 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. Domestic animals or pets are permitted to use the common rights-of-way over the tracts of land which this is a part when under the control of some person. Animal waste must be maintained to keep odor at a minimum aroma.
4. Minimum size of any residence constructed shall contain at least eight hundred (800) 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 the construction. No part of any lot sold by the grantor may be sold or used as a road or right-of-way to any property outside of said subdivision. This covenant shall not apply until said lots are sold by the grantor.
5. 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 cases, for a period of not to exceed four (4) months.
6. The grantor may assess each lot owner a sum not to exceed Fifty-Five (\$55) Dollars 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 grantor may provide therein. Payment of said assessment and levy shall be payable on or before the 31st of January next following the purchase of said lots and on or before the 31st of January each year thereafter. When one or more lot is owned by a party or parties, in the event of a resale of one or more of said lots, then the obligation to pay the said \$55 assessment shall become the obligation of the new property owner(s). The grantor shall be and remain fully responsible for the maintenance of existing roads and common areas in Evergreen until seventy-five (75%) percent of all tracts designated in the plat of Evergreen are conveyed by it, after which such functions, together with any improvements of any road or common area, shall be the sole and exclusive function and responsibility of the Evergreen Land Owners Association, which will be established by the grantor.
7. The grantor reserves unto himself, his 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 to ingress and egress for the purpose of erection of maintenance on, over, or under a strip of land fifteen (15) feet wide at any point along the side or rear lines and twenty-five (25) feet along the front lines of said lots.
8. The permanent installation of a mobile home is not permitted, but the owner of any parcel of land may place a mobile home upon said property for his use during construction of his dwelling house, not to exceed eighteen (18) months duration in time. Construction of permanent residence must begin within first six months after placement of mobile home and mobile home must be removed one year thereafter. Modular homes are permitted.

9. The construction of any driveway or roadway or any tract shall be done with the use of culvert or drainage pipe of at least ten (10) inches in size. After completion of any construction or improvement, the ground shall be left with a neat and orderly appearance with all trash and debris removed.
10. Trash and refuse shall not be allowed to accumulate on the lands herein conveyed and no junk, junk 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 and disposed of at least every fourteen (14) days.
11. No residences can be constructed on any lot without first obtaining a septic permit from the Mineral County Health Department.
12. The tract of land hereby conveyed shall not be subdivided into any parcel of land containing less than two (2) acres. This restriction shall not prohibit the sale of a lesser amount of land to an adjoining owner, or to be incorporated into such adjoining tract of land and thereafter made subject to the same two (2) acre size limitation, provided, however, that such out-conveyance shall not reduce the retained portion of land to less than two (2) acres.
13. Nothing herein is to be construed to prevent the grantor from placing further covenants or assessments on any lot in said subdivision which shall not have already been conveyed by it.
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 other person or persons owning any real estate situated in said subdivision to prosecute any proceeding 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.
15. Roads:
 - a. Roads will be graded and ditches cleaned by the grantor in the Spring of 1981.
 - b. The roads WILL NOT be snow plowed by the grantor the winter of 1980, 1981, or 1981.
 - c. The road maintenance will be turned over to the Land Owners Association when 75% of the lots in the subdivision have been sold with the acceptance by the Association of the graveled roads.
16. Water supply is available by wells or the central water system located on Route 28. The grantor is not responsible for the purchasers water supply.
17. Sewage will be handled by septic tanks at the purchasers expense with the approval of the Mineral County Health Department for such systems.
18. Utilities:
 - a. Potomac Edison has been granted a right-of-way. To make application for electric service, the purchaser must make application to Potomac Edison by calling 304/722-8200.
 - b. General Telephone has been granted a right-of-way. To make application for telephone service, the purchaser must make application to General Telephone by calling 304/822-3536.

19. Upon transfer of title of 75% of the lots in said subdivision, the grantor will establish a Land Owners Association. Each lot will have one vote in said association. The officers of the Association shall consist of a Chairman, Secretary, Treasurer and two Trustees. The association will have a constitution and by-laws to guide them. Any changes to the constitution, by-laws, or covenants must receive 22 votes of the total votes, present in person or by proxy, in order to be adopted.

This document has been recorded in the Mineral County Court House.

PLAT & SURVEY OF
 "EVERGREEN"
 FRANKFORT DISTRICT MINERAL COUNTY
 WEST VIRGINIA



STREET ADDRESS

ASSIGNMENT

NOTE: ADDRESS # 206 [TRACT 25] WILL BE ACCESSED BY
 "EVERGREEN LANE" ONLY.