

mailed: 10-26-04
m/m Gary Cosner
P.O. Box 100
Springfield, W.V. 26763

64424

BOOK 437 PAGE 237

WILLIAM H. ALLEN
and
JOAN W. ALLEN, his wife

THIS DEED, made this 22nd day of September,
2004, by and between William H. Allen and
Joan W. Allen, his wife, developers,
parties of the first part, and Gary W.

GARY W. COSNER
and
JANET E. COSNER, his wife

Cosner and Janet E. Cosner, his wife,
grantees, party of the second part,

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt whereof being hereby acknowledged, and other good and valuable consideration deemed valid at law, the said parties of the first part do, by these presents, grant and convey unto the said parties of the second part as joint tenants with full rights of survivorship as hereinafter enumerated, and with covenants of General Warranty of Title, and to be free and clear of all liens and encumbrances, all those two certain lots or parcels of real estate, being a part of Cacapon Hills Subdivision, situate South of Largent, West Virginia, upon the Cacapon River, in Bloomery District, Hampshire County, West Virginia, together with all roads, rights of way, riparian rights, waters, easements, minerals and appurtenances thereunto belonging, known and designated as Lot No. 40, containing 1.73 acres, more or less, and Lot No. 26, containing 1.19 acres, more or less, according to a survey prepared by W. Thomas Biggert, County Surveyor, on May 9, 1967, Plat No. 6722, which is duly recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Map Book 1 at Page 39, which plat by reference is expressly made a part hereof for a fuller and more complete description by metes and bounds of said lots herein conveyed.

And being the same real estate that was conveyed unto William H. Allen and Joan W. Allen, his wife, by deed of Bradley K. Haynes, et als, dated the 20th day of May, 1967, of record in the aforesaid Clerk's Office in Deed Book 173 at Page 471.

This conveyance is subject to the following restrictions, which shall be construed as covenants running with the land, for the benefit of the developers as well as other property owners within the subdivision.

1. The developers hereby dedicate to the public, for public use forever, all the streets and rights of way shown on the said plat or plan.
2. Until such time as the State or County takes over the maintenance of said streets, the developers may assess each lot owner a sum not to exceed Fifteen Dollars (\$15.00) per lot

per year to be used for the upkeep and maintenance of the said streets by the developers or by the duly elected committee of a majority of said lot owners when the control of said subdivision is relinquished by the developers, which said assessment is to constitute a lien on said lot until paid, as road maintenance costs shall be pro-rated between property owners serviced, fronting on, or benefited by such roads.

3. The developers 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 easement 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 5 feet wide at any point along the side, rear, or front lines of any of said lots.
4. No building of a temporary nature or trailer, 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 not to exceed six months.
5. Not more than one residence shall be erected on any one lot, and it shall contain a minimum of 500 square feet on the main floor. This shall not include basement, garage, porch or carport.
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 developers.
8. No building shall be erected closer than 25 feet to any street or road, nor closer than 10 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 dwelling, then said 10 foot set back shall apply only to outside lines.
9. No outside toilets will be permitted on said lots and all drainage fields and septic tanks must be approved by the State Health Department.
10. No lot in said subdivision may be re-subdivided.
11. Nothing herein is to be construed to prevent the developers from placing further restrictions on any lot in said subdivision which shall not have already been conveyed by them.
12. Garbage must be kept in covered metal containers or buried. Trash must be kept in wire or metal containers or buried. Rubbish containers must be kept inconspicuously. Lots must be maintained in a sanitary manner.

Although the real estate taxes may be prorated between the parties