

DEED BOOK NO. 277 — BERKELEY COUNTY, W. VA.

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The following restrictive covenants, conditions, reservations, etc., shall apply to all lots located in MONTEVALLO HILLS SUBDIVISION, except as hereinafter provided:

1. The grantor may assess each lot owner--except the following lots: Section 1A, Lots 1 and 2; Section 2, Lots 1, 2, 15, 16, 24 and 25; Section 3, Lots 1, 2, 14 and 15, which said lots are specifically exempted from the road fund assessment--a prorata share of all amounts necessary for the reasonable use, upkeep and maintenance of the roads within said subdivision. All lots shall be assessed on an equal basis. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a lot owners' association and the grantor does hereby specifically reserve the right to draft and provide the constitution and by-laws for a lot owners' association and to appoint the Board of Directors for the first year of operation of the lot owners' association, after which time the lot owners in the subdivision may amend the constitution and by-laws of the lot owners' association and duly elect the Board of Directors thereof. Should the rights and responsibilities be delegated to a lot owners' association whose governing board or officers are duly elected by the lot owners themselves, or appointed by the grantor, said owners' association, through its board of officers, may assess on a prorata basis as hereinbefore set forth whatever reasonable figure they or it deem necessary to maintain the roads. 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

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31st day of January next following the purchase of said lot, and on or before the 31st day of January of each year thereafter. Should any lot owner fail to pay the assessment herein provided within the time limit prescribed, the grantor herein or lot owners association reserves the right to advertise for public sale the lot in question for three (3) successive weeks in a newspaper of general publication within Berkeley County, West Virginia, and to sell the property at public auction to the highest bidder. The proceeds of sale will be applied first to the payment of the expenses of sale; secondly to the road or common facility fund assessment and any remaining balance shall be remitted in full to the lot owner. Nothing herein shall be construed as requiring the grantor to upkeep and maintain the roads.

2. The grantor reserves unto itself, its successors and assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines or to grant easements or right-of-way therefore, with the right of ingress and egress for the purpose of erection or maintenance, on, over, or under a strip of land ten (10) feet wide at any point along the side, rear or front lines of the real estate hereby conveyed. This easement shall be in excess of any street or road right-of-way and the ten (10) feet wide strip shall be measured from the edge of any road right-of-way line.

3. No building of a temporary nature shall be erected or placed on any of said real estate except those customarily erected in connection with building operations and in such cases for a period not to exceed six months.

4. No trucks, buses, old or unsightly vehicles of any type or description may be left or abandoned on said land.

5. No more than one residence and one septic system shall be erected on any one parcel and any residence erected shall contain

a minimum of 672 square feet on the main floor of the structure, exclusive of any basement, garage, porch or car port, and the exterior of any improvement shall be completed within six months from the date upon which construction begins. Any garage or barn placed upon the premises must conform generally in appearance and material with any dwelling on the lot and no garage, barn or other out building shall be constructed prior to the inception of construction of the main dwelling.

6. No part of the real estate hereby conveyed may be sold or used as a right-of-way to any property outside of the real estate hereby conveyed except that portion thereof lying within the right-of-way herein conveyed, except as hereinafter provided in paragraph 13.

7. All of said land shall be used for recreational or residential purposes only, and no commercial activity of any type or nature shall be permitted on the premises except a subdivision sales office maintained by the grantor.

8. No signs, billboards, or advertising of any nature shall be erected, placed or maintained on said real estate herein conveyed, nor upon any building erected thereon, except address identification signs.

9. No building shall be erected closer than 25 feet to the outside edge, boundary or line of any street, road or right-of-way nor closer than 25 feet to any other property boundary.

10. All toilets and/or septic systems constructed on said property shall conform to the regulations of the West Virginia State Health Department, and no toilet and/or septic system shall be installed prior to the approval and issuance of a permit by the West Virginia State Health Department.

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11. Lots in the subdivision shall not be further subdivided in any manner.

12. Mobile homes, pre-fabricated all metal homes or derivatives of either shall not be used or placed on said land in any manner. Camping trailers and other small travel trailers shall be permitted provided, however, that said trailers shall not be placed and allowed to remain on the land except when the lot owner or their duly authorized guests are actually in residence upon the premises.

13. The grantor, its successors and assigns, reserves the right to modify the plans of said plat and to change the size and shape of blocks and lots and the direction and location of easements and rights-of-way as shown thereon or to annul the same provided that no change shall be made which shall alter the shape or size of any lot which has been sold or the direction or location of any easement or right-of-way upon which it abuts so as to cut such lot off from convenient access to public highways, without the consent of the owner thereof, and the grantor, its successors and assigns, reserves the right to change the restrictive covenants, conditions, reservations, etc., as it shall from time to time, in its sole discretion, deem necessary and proper. This restriction shall apply to the present subdivision, any subsequent changes made in the subdivision and any lots that are sold from the subdivision and subsequently repurchased by the grantor.

WITNESS the corporate name and seal of the said corporation and the signature of its Vice President hereto affixed this 3rd day of April, 1974.

(CORPORATE SEAL)

POTOMAC VALLEY PROPERTIES, INC.,
a corporation



By [Signature]
Its Vice President

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STATE OF WEST VIRGINIA,
COUNTY OF BERKELEY, to-wit:

I, L. Grace Ellen Handales, a Notary Public in and
for said County and State, do certify that IRVING FREEDMAN, who
signed the writing hereto annexed for POTOMAC VALLEY PROPERTIES,
INC., a corporation, bearing date the 3rd day of April, 1974, has
this day in my said County, before me, acknowledged the same to
be the act and deed of said corporation.

Given under my hand this 3rd day of April, 1974.

L. Grace Ellen Handales
Notary Public

My commission expires:

February 27, 1982

This instrument was prepared by John L. Van Metre, Jr.