

mailed: 5-29-03
Ivan Whetzel
P.O. Box 452
Mathias, W.V. 26812

DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS and RESERVATIONS
PERTAINING TO CANAAN SUBDIVISION IN
SHERMAN DISTRICT, HAMPSHIRE COUNTY, WEST VIRGINIA

THIS DECLARATION, made this 14th day of April, 2003, by Ivan M. Whetzel and Rachel M. Whetzel, his wife, and Owen E. Whetzel and Angilee Whetzel, his wife, hereinafter referred to as "Declarants".

WITNESSETH:

Whereas, the Declarants are the owners of certain real estate identified as a tract or parcel of real estate along West Virginia Route 29 in Sherman District, Hampshire County, West Virginia, and identified as Parcel 1, containing 84.25 acres, more or less, of the June Steward Lands on a plat or map prepared by K. F. Snyder & Associates, and a copy of said plat is recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Plat Book No. 9, at Page 193.

Whereas, said real estate is part of the same real estate conveyed unto Ivan M. Whetzel and Rachel M. Whetzel, his wife, and Owen E. Whetzel and Angilee Whetzel, his wife, from June A. Steward by Deed dated March 26, 2002, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 412, at Page 784. The real estate is identified for tax assessment purposes in the Hampshire County Assessor's Office as a portion of Tax Map 3, Parcel 0007.

Whereas, it is the intent of the Declarants to subdivide the 84.25 acre tract of real estate in to smaller parcels, and the subdivision shall be known as "Canaan Subdivision". A new plat subdividing the lots in to "Canaan Subdivision" is to be recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, prior to or contemporaneously with the recordation of this instrument.

Whereas, the conveyance of all of said tracts or parcels of real estate within Canaan Subdivision shall be subject to the following protective covenants, restrictions and reservations, all of which shall be legally construed as running with the land and shall be binding upon the heirs, assigns, or successors in title of all the Grantees in deeds now or hereinafter made by the Declarants and owners thereof.

1. All tracts shall be maintained at all times in such a manner as to prevent their becoming unsightly by reason of the accumulation of trash, rubbish, garbage, debris, junk or other refuge thereon. No trucks, buses, old cars or unsightly vehicles of any time or description shall be left abandoned or used as a residence on said land.

2. The Grantors do hereby grant and convey unto the Grantees, their successors and assigns, the right to use in common the streets and rights-of-ways constructed and designated. Said right-of-way shall have a width of thirty feet (30') and an additional ten feet (10') on each side of the right-of-way is reserved by the Grantors, their heirs and assigns, for the purposes of erecting and maintaining all utility poles, conduits, lines and equipment necessary for providing public utilities to the lots or parcels of real estate therein. The thirty foot (30') wide right-of-way is to be used for purposes of ingress and egress to said lots or parcels of real estate, and it is understood that it is not an exclusive right-of-way but is to be shared with others having a legal right to use same.
3. It is understood that this is a residential subdivision and it is not to be used for any type of commercial purposes.
4. It is understood that no mobile homes or so-called trailers are to be permitted on the premises, even on a temporary basis. Only well constructed houses are to be placed on the property which much have a minimum of eight hundred (800) square feet of interior living space and must be at least twenty feet (20') in width. All structures are to be on a solid foundation.
5. That each lot or parcel of real estate shall pay a road maintenance fee of One Hundred Dollars (\$100.00) per year that shall be due on the 1st day of January each year, and payable initially to the developers of the subdivision who shall maintain responsibility for the maintenance and repair of the roads until fifty percent (50%) of the lots are sold. Once 50% of the lots are sold, the lot owners are to establish and create a lot owners association who will thereafter take responsibility for the road maintenance. It is understood and agreed that the developers and owners of the property are exempt from payment of the \$100.00 per year per lot charge to the lot owners in said subdivision. The lot owners association shall have the authority to increase or decrease the amount of the fee paid per year upon giving written notice to all owners in the subdivision, and at least two-thirds (2/3) thereof voting in favor of the increase in the lot owners' fee.

WITNESS the following signatures and seals:

 (SEAL)
IVAN M. WHETZEL

 (SEAL)
RACHEL M. WHETZEL

 (SEAL)
OWEN E. WHETZEL

 (SEAL)
ANGILEE WHETZEL