

RESTRICTIVE COVENANTS AND CONDITIONS
RELATING TO ARTHUR C. MORELAND PLUMBING & HEATING
COMPANY ADDITION, SECTION B & C
SHORT GAP, WEST VIRGINIA

The undersigned, ARTHUR C. MORELAND PLUMBING & HEATING COMPANY, a corporation, being the fee simple owners of Arthur C. Moreland Plumbing & Heating Company Addition, Section B, Short Gap, West Virginia, as described on a Plat of said Addition which is to be filed in the Office of the Clerk of the County Court of Mineral County, West Virginia, prior to or simultaneous with the recordation of this Instrument, does hereby make the following Declaration as to limitations, restrictions and uses to which the lots and tracts constituting said Addition may be placed, hereby specifying that said Declarations shall constitute Covenants to run with the land as provided by Law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and as limitations upon all future owners in said Addition, this Declaration of Restrictions being designed for the purpose of keeping said Addition desirable, uniform and suitable in design and use as herein specified:

1. All and each of the Restrictions herein contained shall be perpetual and shall apply to and be forever binding upon the Grantee, his Heirs. Executors, Administrators, and Assigns of each of the lots and tracts contained in said Addition for the benefit for said Addition.
2. The land hereby conveyed is restricted to residential use only, and no commercial, industrial or manufacturing business, building or enterprise, shall be erected, maintained or operated upon said land.
3. There will be no sheep, goats, swine, kine or fowl kept upon said land. Other domestic animals or pets may be kept and maintained upon said lands, but shall be kept and maintained within the boundaries of the owners or said lands. Such other domestic animals or pets are permitted to use the common rights of way over the tracts of land of which this is a part when under the control of some person.
4. All building and structures erected upon said land shall be upon a solid foundation, (poured concrete, concrete block, or solid stone), and shall be constructed of good finished materials and constructed in a good and workmanship like manner. Tarpaper, rolled siding, and concrete block are especially agreed not to be considered as finished materials.

5. Every building erected upon said premises and the exteriors of the same, including the roof and the painting of said structure shall be completed within twelve (12) months after the commencement of construction.
6. No structure shall be erected, constructed or maintained upon any lot or part of lot in this Addition within ten (10) feet of the side lines or rear boundary lines of said lot within thirty (30) feet from the front or street line of said lot. For the purpose of this restriction, covered patios, piazzas, as well as eaves of buildings, porticos, stoops and porches shall be considered a structure.
7. No house trailer, mobile home, basement dwelling or similar places of residence shall be constructed, placed or maintained upon said addition or any part thereof, and all constructions must be equal or exceed the federal Housing Administration's Standards. The front face of each home shall be partially or completely veneered with brick or stone.
8. No multiple family dwelling or dwelling designed for the use of more than one (1) family shall be constructed upon any of the land covered by this Restriction. Not more than one (1) dwelling shall be constructed upon any one (1) lot.
9. Trash and refuse shall not be allowed to accumulate on the lands covered by these Restrictions and no junk, junked 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.
10. The Developers are establishing a private sewage disposal and water system for the use of the various lots within this division. Therefore, no cesspools, septic tanks, or other sewage disposable system shall be kept or maintained upon any of the lots sold from this division, and the owners of each of the lots agree that they will connect onto the common sewage disposal system so established for the use of this division, and will pay a monthly fee for the use of said system.
11. There is hereby reserved an easement 5 feet in width along the lines of each lot of said Addition, which easement shall be for present and future utility purposes, including sewage, water and drainage, and which easement shall be for the benefit of the future owners in said Addition; and as an incident to the reservation of this easement, the right to lay, install and maintain the necessary pipe, pipelines, drains and tile to carry out the purposes of this reservation is hereby expressly reserved.
12. The undersigned reserves the right to add additional sections to said Addition with the same covenants, conditions and restrictions above set forth.

WITNESS the following signatures and seals:

ARTHUR C. MORELAND PLUMBING &
HEATING COMPANY, a corporation

ATTEST:

OCTOBER 7th, 1971 @ 2:10pm

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WADLEY & TAYLOR
ATTORNEYS AT LAW
KEYSER, WV