

43436

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

COON HOLLOW

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The real estate conveyed shall be subject to the following protective covenants and restrictions which covenants and restrictions are to run with the land and shall be incorporated in the deed conveying said lot(s).

1. For the consideration above stated, the Grantor further grants and conveys unto the said Grantee(s), their heirs and assigns, the perpetual right to use, in common with any other person or persons owning any real estate situate in the subdivision, the existing (50) foot wide roadway running throughout said subdivision for the purpose of ingress and egress to and from the property herein conveyed and for the purpose of going to and from other parts of said subdivision. The Grantor, its successors and assigns, reserve, however, the perpetual right to use all of the above described roadway, including any portion of said roadway which may lie within the boundaries of the real estate conveyed for the deed to which these protective covenants are attached.

2. The Grantor will assess each tract owner of the subdivision \$100.00 each year, per tract, for the use, upkeep and maintenance of the roadways situate in said subdivision, now constructed or to be constructed and within all sections of said subdivision, and such other common facilities as the Grantor may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the Grantor to a committee of tract owners within said subdivision, elected by the property owners and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31st day of January next, following the purchase of said tract and on or before the 31st day of each year thereafter. When more than one tract is owned by a party or parties, in the event of resale on any or more tracts, then the obligation to pay the said assessment and levy shall become the obligation of the new owner or owners.

3. The Grantor reserves unto itself; its successors 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 therefore, with the right of ingress and egress for the purpose of erection and maintenance on, over or under a strip of land 10 feet wide

on either side of the roadways to be built in the subdivision.

4. None of the lots in said subdivision shall be subdivided into tracts smaller than two(2) acres.

5. All of the tracts in said subdivision shall be used for residential and recreational purposes only. None of the lots shall be used for any commercial purposes. No structures other than a single or two family dwelling, garage, storage shed or pet shelter shall be constructed on any of the tracts in said subdivision and all structures must conform generally in appearance and material with any dwelling on said tract. Trailers must be underpinned.

6. No signs, billboards or advertising of any nature shall be erected, placed or maintained on any of the tracts within this subdivision nor upon any building erected thereon except directional and information signs of the grantor.

7. Premises shall be maintained in a neat and orderly manner at all times.

8. There shall be no open discharge of sewage or water and all water and sewage shall be disposed of as directed by the West Virginia Department of Health and no building shall be constructed on any tract until a septic tank permit has been obtained from the State Department of Health.

9. No driveway leading from any of the main subdivision roads may be constructed in such a manner as to impair the function of the road drainage ditches. For any driveway crossing a road drainage ditch, a minimum of 12 inches in diameter culvert must be used in a fashion to insure water flow along drainage ditches.

10. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on said tracts. No trash dumps or accumulation of brush, piles of soil or any other unsightly material shall be permitted upon said tracts except as essential for building or private road construction. Erosion of the soil shall be prevented by all reasonable means. All garbage and trash shall be kept in covered containers.

11. No rights of way or easements shall be granted or created upon or across owner's acreage except for public utilities unless developers agree.

12. All burning of trash and brush shall be in accordance with the State Fire Regulations.

13. No Cattle, hogs or other livestock numerous or unusual pet shall be kept on the property. However, owners shall be the right to keep

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and maintain not more than (2) horses or not more than (2) ponies or combination thereof, on said lot.

14. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situate in said subdivision to institute any proceedings 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 for such violation.

15. Invalidity of any one of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Prepared and typed by Barbara Lee Coon.

*Barbara Lee Coon
Walter Thomas Coon*

Notary David D. Fort

EXP. DATE 5-15-94



STATE OF WEST VIRGINIA, County of Hampshire, to-wit

Be it remembered that on the 4th day of August, 1987, at 11:39 A M., this Covenants was presented in the Clerk's Office of the County Commission of said County and with the certificate thereof annexed, admitted to record.

Attest

Nancy C. Zeller
County Commission, Hampshire County, W. Va.