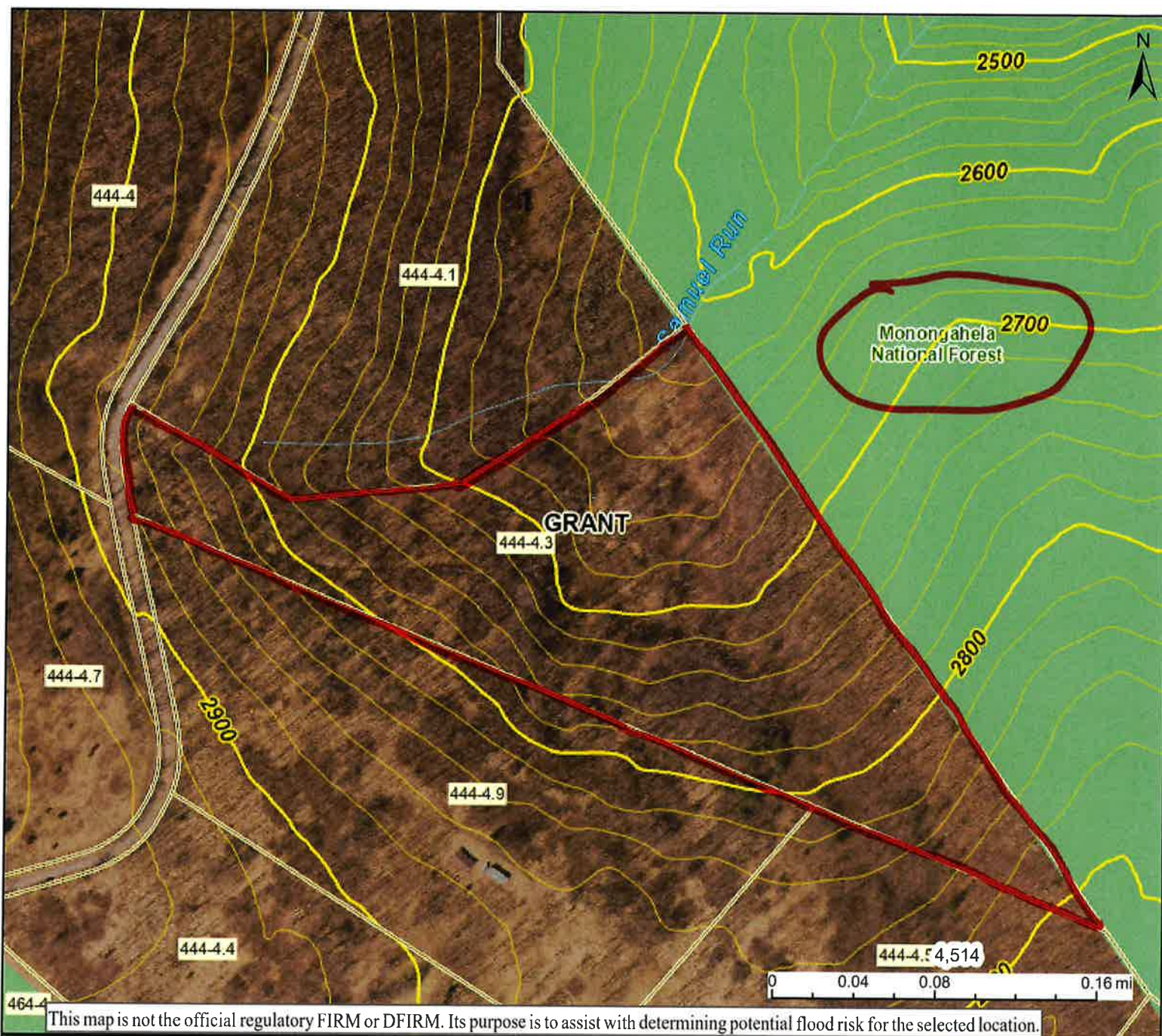





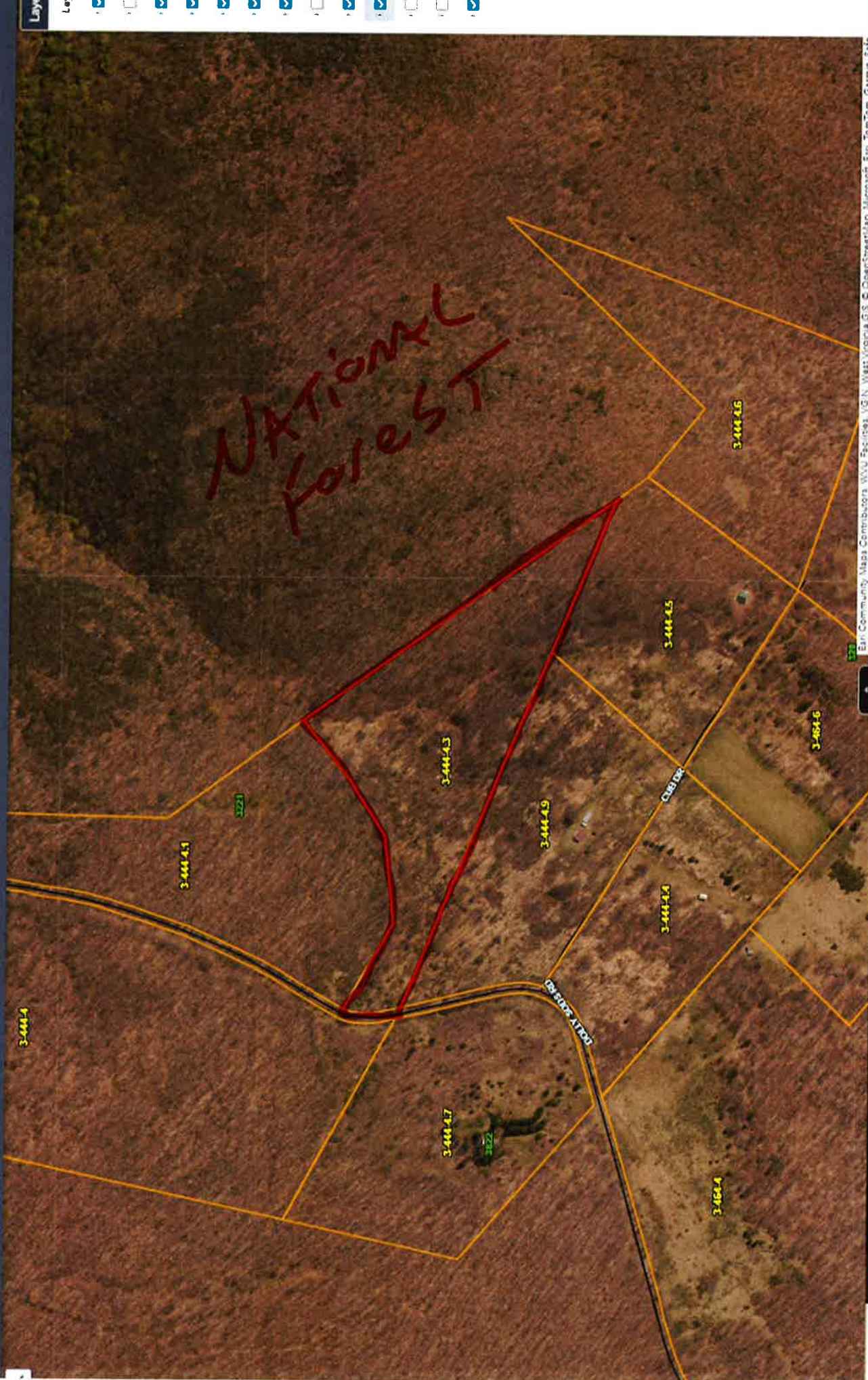


18 ac



This map is not the official regulatory FIRM or DFIRM. Its purpose is to assist with determining potential flood risk for the selected location.

<div> <div> <div>H</div> <div>I</div> <div>G</div> <div>H</div> </div> <div>  <div>Regulatory Floodway</div> </div> </div> <div> <div> <div>R</div> <div>I</div> <div>S</div> <div>K</div> </div> <div>  <div>1-Percent-Annual-Chance Flood Hazard Area With Base Flood Elevation (BFE)</div> </div> </div> <div> <div> <div>R</div> <div>I</div> <div>S</div> <div>K</div> </div> <div>  <div>1-Percent-Annual-Chance Flood Hazard Area Without BFE (may have Advisory Flood Heights)</div> </div> </div> <div> <div> <div>R</div> <div>I</div> <div>S</div> <div>K</div> </div> <div>  <div>1-Percent-Annual-Chance Future Conditions (High Risk Advisory Flood Zones)</div> </div> </div>	<div> <div>  <div>Flood Info Location</div> </div> <div> <div>Map created on 3/19/2024</div> </div> </div>
	<div> <div>User</div> <div>Notes</div> </div>



DECLARATION OF RESTRICTIONSJAMES MC GUINNESS PROPERTYMILROY DISTRICT, GRANT COUNTY, WEST VIRGINIA

Conveyance of the within real estate, to which this "Declaration of Restrictions" is attached, is hereby incorporated into all terms and provisions of the deed to which this "Declaration of Restrictions" is attached, and shall be incorporated in said deed as though all of the "Declaration of Restrictions" would be written out verbatim in said deed, and this declaration of restrictive covenants shall be legally construed as covenants running with the land, and shall be binding upon the grantors and grantees, and their respective heirs, executors, administrators, successors and assigns:

1. That no business or commercial enterprise of any type shall be conducted on the real estate herein conveyed; that no house trailers, trucks, buses, old cars, or unsightly vehicles of any type or description may be used as living quarters, or left or abandoned on the real estate herein conveyed.

2. All toilets, septic tanks, sewage and waste disposal systems constructed on the land shall conform to the regulations of the West Virginia State Health Department; further activities or use of said land shall not pollute or cause waste to any spring drain, or stream situate on or traversing said land.

3. That the real estate conveyed by the deed to which these restrictions are attached to and made a part thereof shall remain as a single tract and be considered as a single unit of acreage without any rights to subdivide or change the original acreage, and only one dwelling shall be constructed on each of said tracts numbered on the survey plat as Tracts 1, 2, 3, 4, 5, 6 and 7.

4. On or before May 1, 1978, grantors covenant and agree that they shall construct a roadway beginning at Forest Service Road No. 19, which roadway shall be a minimum of twenty (20) feet in width and shall proceed (see copy of master plat to Tracts No. 1, 2, 3, 4, 5, 6 and 7, of record in the Grant County, West Virginia, Clerk's Office) between Tracts 1 and 2, 3 and 4, 5 and 6, and which roadway shall remain in its then rough and unfinished condition, unless all property owners at some future time, agree to a permanent surfacing thereof; further, when the purchaser or purchasers of Tract No. 7 elect and decide

whether or not to construct a home or dwelling on the easterly or top portion of Tract No. 7, then said purchasers shall construct a roadway to be a minimum of twenty (20) feet in width, at said purchasers sole and individual total expense from the intersecting boundary lines of Tracts 1, 2, 3 and 4 (as more particularly shown on the master survey plat recorded in the Grant County Clerk's Office) over Tract No. 4 and leading into Tract No. 7, and said purchaser or purchasers of Tract No. 7 shall be solely, individually and totally responsible for all future costs and expenses of repairs and maintenance to said twenty (20) foot wide roadway having a maximum width of thirty (30) feet wide, as shown on said survey plat, and shall also be responsible for their one-seventh ($1/7$) pro rata share of future maintenance and repairs on all other roadways and right of ways as shown on said master survey plat. However, if and in the event that the future owners of Tract No. 7 elect and decide to construct a home or building on the lower portion of Tract No. 7 which adjoins Forest Service Road No. 19, then, and in such event, said future owners of Tract No. 7 shall have a right of way solely from said Forest Service Road No. 19, and shall be excluded from using the roadway to be constructed by the grantors for Tracts 1, 2, 3, 4, 5, and 6.

Grantors do hereby grant and convey to the grantees herein a right of way over said roadway to be constructed by the grantors, and as more particularly shown and described on the master survey and plat, and said right of ways shall not be exclusive, but said right of ways shall be used in common by all future owners of said tracts of real estate; together with the full, free and uninterrupted right of ingress and egress over said right of ways and roadways at any and all times; further, said right of ways shall be for the use and benefit of all future owners of said tracts of real estate and their respective heirs, executors, administrators, successors and assigns.

By virtue of their acceptance and recordation of the within deed, grantees herein covenant and agree that after grantors initially construct said roadways, to be a minimum of twenty (20) feet in width, and that the grantors make sale of all of said seven (7) tracts of real estate, grantors shall not be further obligated or required to maintain, repair or be legally responsible for any costs whatsoever of future maintenance and upkeep of said roadways and right of ways so constructed, but that same shall then become the

joint and pro rata responsibility of all present and future property owners of said seven (7) tracts of real estate involved herein; however, until all of said seven (7) tracts of real estate are sold by the grantors, grantors covenant and agree to pay their pro rata share of the future maintenance and upkeep of said roadways and right of ways.

5. Grantors do hereby grant unto the grantees herein all necessary easements and right of ways for their use and benefit for the excavation, construction and maintenance of all necessary utility poles, conduits, electric lines and equipment or underground electric utility lines deemed necessary by the grantees herein, and leaving from Forest Service Road No. 19 and over, across and under the thirty (30) foot maximum roadway or right of way leading into Tracts 1, 2, 3, 4, 5, and 6, and into Tract No. 7, if the future owners of Tract No. 7 elect and decide to build a home on the upper or easterly portion of Tract No. 7, and in area adjoining Tract No. 4 or upper portion of Tract No. 2, with all of said utility poles or underground electric utility lines installed to be at the sole and individual expense of the grantees herein, or their successors and assigns.

6. Invalidation of any one of these covenants by judgment or Court Order, shall in no wise effect the validity of any of the other provisions which shall remain in full force and effect.

Grant County, to-wit:
State of West Virginia,

On the 10th day of July, 19 78, this deed with the certificates thereon annexed, was filed in the Clerk's Office of the County Court of Grant County, and admitted to record at 12:58 P.M. Said Deed had affixed County and State of West Virginia Property Transfer Tax Stamps of the value of \$ 108.90 cancelled as the law directs. Fee \$ 4.25 paid.

Attest:

Marc L. Harman Clerk
County Court, Grant County, West Virginia