

Inst. 47419

Mailed 5/5/89 Deary of Leary Attge, at Law Fetersburg, WV 26847

BOOK 161 PAGE 626

PROTECTIVE COVENANTS AND RESTRICTIONS

"BLUE TOWER ACRES" SUBDIVISION

- 1. The Grantor reserves unto himself, his heirs, successors and assigns, the right to erect and maintain all utility poles, conduits, lines and equipment, water and sewer lines, television cables, or to grant easements or rights of ways therefor, 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, and thirty (30) feet on front lines of any of said lots.
- 2. No lot shall be subdivided or its boundary lines changed, and not more than one residence shall be erected on any one lot; further, that any house trailers or mobile homes occupied as a residence located and situate on "BLUE TOWER ACRES" lots, 1 through 17, inclusive, shall not be less than twelve feet (12') in width and sixty feet (60') in length, and shall be properly underpinned and skirted when placed upon said lots.
- 3. No livestock or poultry may be kept or raised on said lots, except household pets which shall be confined to the lot of the owner.
- 4. Any other buildings constructed in conjunction with the house, house trailer or mobile home, situate on said lot shall be constructed in conformative and in general appearance with the exterior of the house, house trailer or mobile home, situate on said lot.
- 5. It is understood that the restrictive covenants herein enumerated shall apply only and be applicable only to Lots 1 through 17, inclusive of "BLUE TOWER ACRES" Subdivision and that they shall not be construed as to prevent the Grantor from placing such further and additional restrictions on the residue of the real estate, nor shall it require them to place

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any restrictions or covenants upon the residue of the real estate adjoining Lots 1 through 17, inclusive, or upon any other property now owned or hereinafter acquired by the Grantor, his heirs, successors and assigns; and that in all respects this covenant and the covenants hereinbefore enumerated shall be considered as running with the land the Grantee(s) understand and agree to this provision and condition.

- 6. All toilets, septic tanks, sewage and waste disposal systems constructed on said lots shall conform to the regulations of the West Virginia State Health Department; further, activities or use of said lot shall not pollute or cause waste to any spring, drain, or stream situate on or traversing said lot.
- 7. No junk trucks, buses, dilapidated cars or salvage type vehicles of any type or description may be stored, used for buildings, left or abandoned on said lots.
- 8. This Subdivision is a residential subdivision only and the Lots, 1 through 17, shall not be used for commercial or business purposes; further, no lot shall be used or maintained as a dumping ground for rubbish, nor shall any rubbish or garbage, or other waste of any type be allowed to accumulate on said lot. Said rubbish, garbage, or other waste shall be kept in sanitary containers, and all such containers or incinerators or other equipment used for the storage or disposal of said material shall be kept in a clean and sanitary condition and located in as inconspicuous a place as possible; that the Grantor may in his discretion be authorized, upon thirty (30) days written notice to the owner, to enter upon said lot and clear away such accumulation thereon and recover the costs of doing so from the owner.
- 9. No obnoxious or offensive use shall be made of lot, nor shall any offensive trade or activity be carried on

- be conducted on a lot which may constitute a nuisance.
 - 10. The Grantor, his heirs, successors and assigns, do hereby except and reserve a forty foot (40') wide general purpose access roads and rights of ways with necessary additional area for any drainage and ditching. The rights of ways aforesaid are shown and described on the Plat of Survey and Subdivision of "BLUE TOWER ACRES" and reference is made to said Plat to show the roads and area involved, to-wit, Lot 5, 6, 9 and 10.

Reference is also made to said Plat of Survey and Subdivision for the purpose of showing access and right of way from State Route 42 unto the lots in "BLUE TOWER ACRES" Subdivision. These entrances to the lot owners as shown on said Plat are in common with the respective lot owners so being served and are for the use and benefit of such lot owners, their heirs and assigns.

- 11. Invalidation of any one of these covenants by judgment or court order, shall in no wise affect any of the validity of other provisions which shall remain in full force and effect.
- 12. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real estate situate in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant.
- 13. All covenants and restrictions set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them.

The above restrictions read and agreed to this the

STATE OF WEST VIRGINIA,

COUNTY OF GRANT, TO-WIT:

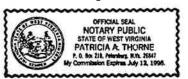
The undersigned, Lawrence Streets, being duly sworn says as follows:

That the within Protective Covenants and Restrictions shall by reference be incorporated in and made a part of all deeds executed by Lawrence Streets and Evelyn Streets, his wife, his heirs, successors and assigns, for tracts of land designated, Lots 1 through 17, inclusive, and situate within SECTION I, "BLUE TOWER ACRES" Subdivision; and that same shall be and constitute covenants to run with said land.

Lawrence Streets

Taken, subscribed and sworn to before the undersigned authority, this the 20th day of April, 1989.

My commission expires July 13, 1996.



Patricia L. Horse NOTARY PUBLIC.

State of West Virginia, Grant County, to-wit: On the Nat day of Opril	Protective Covenants 19 89 , this and Restrictions
with the certificates thereon annexed, was filed in the and admitted to record at	Clerk's Office of the County Court of Grant County,
Attest:	Hardd H. Hiser Clerk County Court, Grant County, West Virginia

NOTICE OF AGENCY RELATIONSHIP



When working with a real estate licensee in buying, selling, or leasing real estate, West Virginia Law requires that you be informed of whom the licensee is representing in the transaction. The licensee may represent the seller/lessor, the buyer/lessee, or both. The party represented by the licensee is known as the licensee's principal and as such, the licensee owes the principal the duty of utmost care, integrity, honesty, and loyalty.

Regardless of whom they represent, the licensee has the following duties to all consumers in any transaction:

- Diligent exercise of reasonable skill and care in the performance of the licensee's duties.
- A duty of honest and fair dealing and good faith.
- Must offer all property without regard to race, religion, color, national origin, ancestry, sex, age, blindness, or disability.
- Must promptly present all written offers to the owner.
- Provide a true, legible copy of every contract to each person signing the contract.

The licensee is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

Should you desire to have a real estate licensee represent you as your agent, you should enter into a written contract that clearly establishes the obligations of both parties. If you have any questions about the roles and responsibilities of a real estate licensee, the licensee can provide more information upon your request.

In compliance with the West Virginia Real Estate License Act, all parties are hereby notified that: __(printed name of licensee), affiliated with West Virginia Land & Home Realty (brokerage name), is acting as the agent of: ___The Buyer/Lessee X The Seller/Lessor ____The Buyer/Lessee as Designated Dual Agent The Seller/Lessor as a Designated Dual Agent. ____ The undersigned Buyer/Lessee is unrepresented. The undersigned Seller/Lessor is unrepresented. Both the Seller/Lessor and Buyer/Lessee, as a Limited Dual Agent **CERTIFICATION** By signing below, the parties certify that they have read and understand the information contained in this bure and have been provided with signed copies prior to signing any contract. 3/9/2025 Buyer/Lessee Date Date 3/9/2025 Date Buyer/Lessee Date Date Auver/Lessee Seller/I essor I hereby certify that I have provided the above-named individuals with a copy of this form prior to signing any contract. Date 3-8-25 Licensee's Signature_



300 Capitol Street Charleston, WV 25301 (304) 558-3555 http://rec.wv.gov

