

**"DOUBLE J" ESTATES**

The real estate conveyed under this subdivision is subject to the following restrictive and protective covenants which shall be construed as covenants running with the land and are made for the benefit of any and all persons who now own, or who may hereafter own property in the Double "J" Estates Subdivision, and such persons are specifically given the right to enforce these restrictions and protective covenants.

(1) The lots herein conveyed shall be used for residential purposes only. No lots shall be re-subdivided into smaller lots.

(2) No dwelling house or any part thereof shall be erected on any lot within thirty (30) feet of the front line of said lot facing the main drive. Nor shall any building be erected on said lot within twenty-five (25) feet of any side line boundary of this lot.

(3) No temporary buildings, sheds, or mobile homes shall be located on these lots, except during construction, which construction shall be completed within ten (10) months from the date of the beginning of the construction and no temporary trailer, basement, or such structure shall be used as a residence. Mobile homes or trailers are not permitted in subdivision.

(4) All materials used in and for the facing of the exterior walls of all dwellings shall be of brick, stone, veneer, aluminum, masonite, redwood, or German siding. No shingle or compositions can be used. No junk cars or unsightly vehicles of any type may be left on said lots.

(5) Residential homes shall have a minimum of 750 square feet of living area on the first floor. Any garages or buildings must conform generally in appearance and material with the dwelling on the lot or built out of decent material.

(6) The utility companies shall have the right to erect and maintain their services on, over, or under a strip of land ten (10) feet wide on either side of the roadways in the subdivision.

(7) There shall be no road maintenance dues on Lots 1 and 2 fronting on State Route 45/19 (Hay Road). All other lot owners shall be responsible for subdivision roads, the amount will be based on prevailing cost each year of maintaining road and shall be equally divided among each lot owner. Culverts must be used in all driveways leading from main subdivision roads.

(8) There shall be no outdoor toilets or open drains or sewage. All water and sewage shall be disposed of by systems which shall be in accordance with the rules and regulations and under the direction of and with the approval of the West Virginia Department of Health.

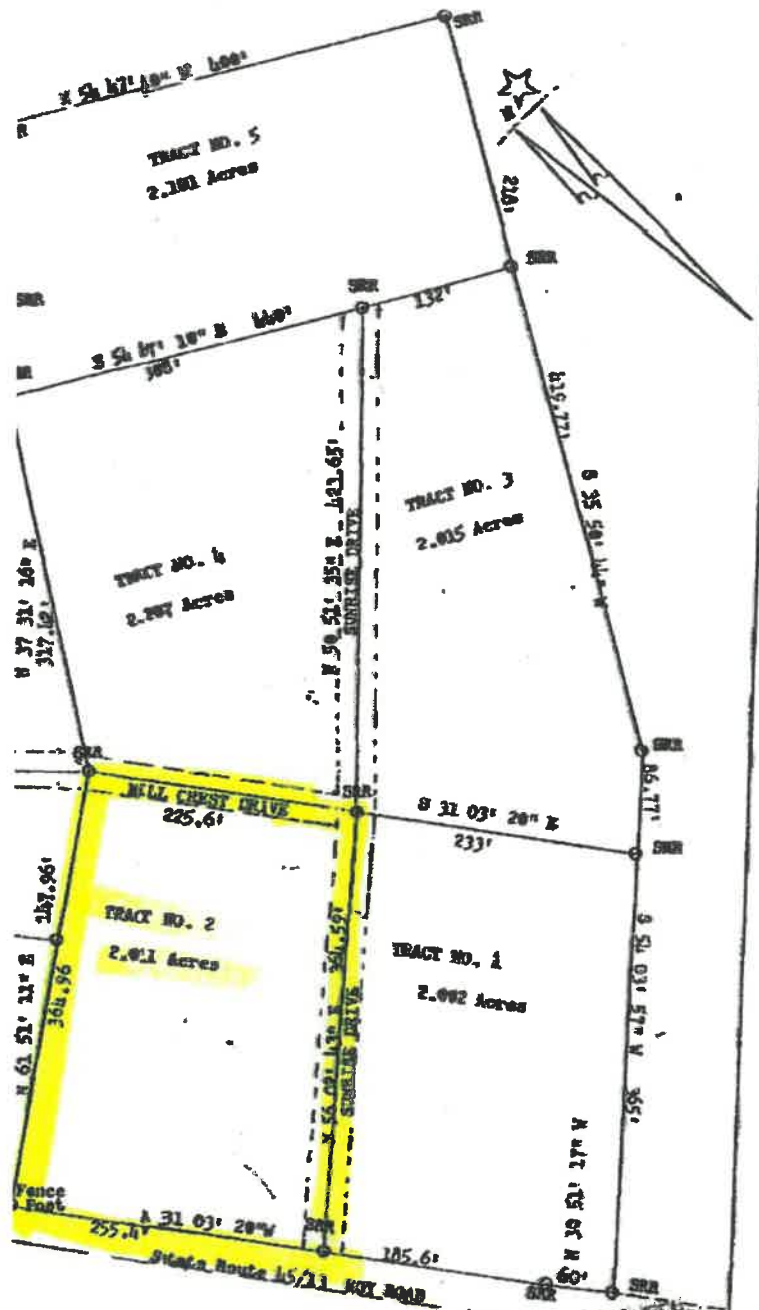
(9) No livestock of any description, nor poultry or chicken yards shall be maintained on said property.

(10) No noxious nor offensive trade or activity shall be carried on upon the aforesaid lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(11) The premises at all times shall be maintained in a neat and orderly manner with no open trash, refuse, or unsightly accumulation or debris exposed.

(12) No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any lots herein designated, nor upon any building erected thereon, except directional and information signs of the Grantor.

(13) All the provisions set forth herein shall be deemed covenants running with the land and shall be expressed in the deed. These provisions are not applicable to Tract 8 of the Double "J" Estates. This declaration may not be amended in any respect except by the execution of an instrument signed by the OWNERS of at least sixty-five percent (65%) of the lots in "DOUBLE J" ESTATES", which instrument shall be filed for recording among the land records of Hampshire County. Invalidation of any one of these covenants shall in no way affect any of the other provisions which shall remain in full force and effect.



*Vermon White*  
 Licensed No 95



March 1988 10:57 A.M.  
 Clerk of the County Commission of said County  
*Nancy C. Jellison*  
 County Commission, Hampshire County, W. Va.

④