

PROTECTIVE COVENANTS
FOR
FRENCH'S NECK EAST

0 252

The real estate conveyed by the deed to which these protective covenants are attached to and made a part of, shall be subject to the following protective covenants, which covenants are to run with the land:

1. For the consideration above stated, the grantor further grants and conveys unto the said grantees, their heirs and assigns, the perpetual right to use, in common with any other person or persons owning any real estate situate in French's Neck East, the 30 foot wide roadways running throughout French's Neck East, 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 French's Neck East. The grantor, for itself, its successors and assigns, reserve, however, the perpetual right to use all of the above described roadway, including any portion of said roadways which may lie within the boundaries of the real estate conveyed by the deed to which these protective covenants are attached.

2. The grantor may assess each tract owner of French's Neck East a sum not to exceed Fifty Dollars (\$50.00) per year, per tract, for the use, upkeep and maintenance of the roadways situate in French's Neck East, now constructed or to be constructed and within all sections of French's Neck East, 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 French's Neck East, elected by the property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract within French's Neck East 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. This assessment does not apply to tracts owned by grantor. When fifty percent (50%) of the tracts or parcels have been sold, a property owners association shall be formed by the property owners whose function it will be to collect the maintenance fees, maintain the roads and common areas of French's Neck East and monitor and enforce the deed covenants. By majority vote of the members of this association, the said covenants may be amended, modified or changed in accordance with state law concerning such associations. The owners of lots fronting upon the county or public road shall not be required to pay the aforementioned \$50.00 per year fee.

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 therefor, 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 aforesaid 30 foot wide roadway, property lines and within building restriction lines of any or all lots.

4. No building of a temporary nature and no house trailers or mobile homes shall be erected or placed on any of the waterfront tracts in French's Neck East except those customarily erected in connection with building operations; and in such cases, for a period of time not to exceed six (6) months. This shall not prohibit the erection of a toilet complying with the provisions of Paragraph No. 9 below, nor shall it prohibit the tract owners from camping on their real estate.

5. Minimum size of any residence constructed in French's Neck East shall contain at least 480 square feet on the main floor. This shall not include basement, garage, porch or carport.

6. All of the tracts in French's Neck East shall be used for residential

and recreational purposes only, except that commercial enterprises may be constructed and maintained with the prior written approval of the grantor or the property owners' association provided for in Paragraph No. 2 hereof. Any garage or barn constructed on any of the tracts in French's Neck East must conform generally in appearance and material with any dwelling and other buildings on the said tracts.

7. 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, except for those specifically authorized in writing by the grantor or the property owner's association.

8. Grantor reserves the right to replat any Lot or Lots prior to delivery of a deed to an original purchaser. Nothing herein shall be construed to prevent grantor from imposing additional covenants or restrictions on any lot not already conveyed by it. Any lot in French's Neck East may be re-subdivided by the Purchaser, his heirs, successors and/or assigns as long as the minimum size of each lot subdivided shall not be less than two (2) acres. However, notwithstanding any of the foregoing, the grantor expressly reserves the right to re-subdivide any lot not already conveyed by it, provided, however, that the minimum size of any lot shall be two (2) acres.

9. All toilets constructed on said tracts shall conform to the regulations of the appropriate county and state health department, and be placed in a secluded area whenever possible. All necessary permits for desired sewage treatment systems shall be the sole responsibility of the property owner.

10. No driveway leading from any of the main subdivision roads may be constructed in such a manner as to impede the function of the road drainage ditches. For any driveway crossing a road drainage ditch, a minimum of 10 inches in diameter culvert must be used in a fashion to insure adequate water flow along road drainage ditches.

11. 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.

12. 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 French's Neck East 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.

13. Invalidation 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.

14. No hunting or discharging of firearms shall be allowed within 150 yards of any cabin or improvement in French's Neck East.

15. No noxious or offensive trade or activity shall be carried on upon any tract or right of way and the use of any motorcycle or motor vehicle without proper noise abatement equipment is prohibited within French's Neck East.

16. Pollution of the South Branch of the Potomac River is prohibited by any of the lot owners of French's Neck East, their family or guests.

17. No building or structure can be placed within thirty (30) feet of any right-of-way or public road in French's Neck East.

HARRIS COUNTY, WV
DEED
DATE/TIME: 10/02/98 15:46
JOB: 207 / 206
BOOK/PAGE: 656
SERIAL: 44-10
10/2/98 15:46

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

Be it remembered that on the 2nd day of October, 19 98, at 3:45 P. M., this Deed 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. Feller Clerk
County Commission, Hampshire County, W. VA. 7B