

Staggan & Melch

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RESTRICTIVE COVENANTS  
PINNACLE SUBDIVISION FRANKFORT DISTRICT, MINERAL COUNTY, WEST VIRGINIA

This declaration of easements, protective covenants and beneficial restrictions for the Pinnacle Subdivision, Frankfort District, Mineral County, West Virginia, shall run with the land and shall be referenced as a part of every contract of sale and every conveyance of title.

1. No building or structure other than a building used for residence and appropriate out building for use in connection therewith, a public utility or a church, school, library, civic use, shall be built or placed upon the premises, and the premises and the building built or placed thereon shall not be at any time whatsoever, except that a duly licensed medical doctor or dentist occupying a building as his private residence may maintain a office therein, and the declarant may maintain an office on the premises so long as he owns any houses or lots included in the Subdivision. No lot shall be subdivided without the consent of the declarant. Double-wide modular homes on a permanent foundation are allowed only on the following lots: C12 through C33 inclusive.

2. No multiple family dwelling or dwelling designed for the use of more than one (1) family shall be constructed upon any of the land covered by this Restriction. Not more than (1) dwelling shall be constructed upon any one (1) lot.

3. No tents, shacks, travel trailers, basements or garages shall be occupied as living quarters on any lot in the Subdivision.

4. The lots shall be used for the residential and the other purposes above enumerated, and shall not be used in such a way as to create any public nuisance. That failure to complete a residence within one year from the commencement of the erection thereof and the failure to maintain any vacant lot in such a condition as will not detract from the surrounding are shall be left in their natural state, except as pertains to open meadow areas which are required to be bush-hogged or mowed not less frequently than twice annually.

5. There will be no sheep, goats, swine, cows, or fowl kept or maintained upon said land. Other domestic animals or pets may be kept and maintained upon said lands, but shall be kept and maintained within the boundaries of the owners of said lands and in such condition so as not to cause a public nuisance. Such other domestic animals or pets are permitted to use the common rights of way over the tracts of land of which this is a part when under the control of some person.

6. An easement ten feet wide and over and along the side lines and fifteen feet over and along the rear of each lot of said subdivision, and twenty-five feet wide over the lots along the front line and the outer boundary lines of said subdivision is hereby reserved unto the Grantor, its successors and assigns, for the construction, maintenance and operation of utility services and facilities to said lots. However, if two contiguous lots are in single ownership, the sideline restrictions and this sideline easement reservation shall not apply to the common interior lot line, unless shown on a plat as reserved for specific use. The utilities in section A and B should be underground if terrain and ground conditions (rock) permit. Should over-head service by desired, written permission must be obtained from the Grantors.

7. The roads and rights of way constructed and to be constructed by the Grantors shall be for the use and benefit of all owners of the property whose source of title is derived from the Grantors. The owners of various parcels of land in the Subdivision shall organize a property owners' association in accordance with Chapter 36B of the West Virginia State Code, which shall thenceforth be responsible for the maintenance of said roads and rights of way and the roads and rights of way shall be kept in good condition for the use and convenience of all such owners. The road maintenance fee shall be \$95.00 per lot per annum and any increase shall be based upon the cost of living index increase over base year 1989.

8. No sign of any kind shall be displayed to the public view on any lot except used by a Builder or a Realtor to advertise the property during the construction and sales period.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other wastes shall not be kept except in sanitary containers and removed every seven (7) days. Trash and refuse shall not be allowed to accumulate on the lands covered by these Restrictions and no junk, junked vehicle, or parts thereof, or vehicles not in current use shall be kept or stored thereon. All normally licensed vehicles must display current license tags.

10. No fence, wall or hedge shall be placed or permitted to remain on any lot on the street line on which said lot fronts to the limits of the front set back line.

11. No trees or shrubs may be planted or allowed to grow that would obscure the view of another lot owner.

12. No individual sewage disposal system shall be permitted on any lot unless such system is approved and constructed in accordance with the regulations of the West Virginia State Health Department. The Buyers also understand that a central sewage system is planned but has not been approved as of the date of this contract. The central sewage system being planned is a "step" system. This system requires a septic tank with the effluent being collected by the utility by means of a central collection system and treated by the utility. Periodic cleaning of each septic tank would then be the responsibility of the utility. When the central sewage system is approved and installed, the buyers agree to connect to the system within 60 days and pay a tapage fee of \$300.00.

13. All conventional buildings and structures erected upon said land shall be upon a solid foundation, (poured concrete, concrete block or solid stone) and shall be constructed of good finished materials and constructed in a good and workmanship like manner. Tarpaper, rolled siding, plywood, particle board, and concrete are especially agreed not to be considered as finished materials nor any other material which may cause a public nuisance. Every building erected upon said premises and the exteriors of the same, including the roof and the painting of said structure shall be completed within twelve (12) months after the commencement of construction. In Section A, no residence shall contain less than 1,200 square feet of living space (1,500 square feet including decks). In Section B, no residence shall contain less than 1,000 square feet of living space (1,300 square feet including decks). All of the above shall be strictly enforced unless waived in writing by the Grantors or the Homeowners' Association.

14. No lot shall be excavated except for the purpose of laying foundations for buildings to be erected thereon and except for the purpose of placing said lot on grade.

15. The covenants, restrictions, reservation and limitations above set forth (other than the utility easements reserved in Paragraph 6 hereof which shall continue until terminated by and at the pleasure of the Grantor, its successors and assigns) shall run with and bind the land included in the tract hereby conveyed, and shall insure to the benefit of and be enforceable by and binding upon the parties hereto and all persons claiming under them. Failure by any landowner to enforce any covenant, restriction, reservation or limitation herein contained shall in no event be deemed a waiver of the right to do so thereafter for the same breach or as to one occurring prior thereto. If any party owning property or his heirs or assigns, shall violate or attempt to violate any of the covenants herein, any other persons or persons owning any real property or any interest therein in the subdivision against the person or persons violating or attempting to violate any such covenants, may take such legal action as may be necessary to prevent him or them from doing so or to obtain redress for such violation.

16. The work lot or lots wherever used herein refers to the lot or lots laid out in the aforesaid Subdivision, and the work Subdivision wherever used herein refers to said Subdivision.

17. No lot owner shall relocate and/or divert any stream bed nor construct any stream crossing without approval of the appropriate governmental body exercising jurisdiction over such matters, and the Grantors herein. No driveway may be constructed on any lot without installation of appropriate and required culverts. Repair of roadway drainage caused by failure to do so shall be responsibility of the owner of the lot causing improper drainage.

18. Invalidity of any of these covenants shall in no way affect any of the other provisions which shall remain in full force and effect.

19. It is the intention of the Grantor/Declarant to dedicate from time to time for public use any such streets, roads or highways and to transfer and convey their title in and to said lands to the political subdivision exercising jurisdiction over such public ways, streets, roads, and highways in Subdivision.

20. These covenants and restrictions may be modified, amended, or changed if approval by vote of 2 to 3 of the owners of lots in The Pinnacle, with approval of the declarant, and upon proper recordation of such change in the Office of the Clerk of the County Commission of Mineral County, West Virginia

21. No wooded lot may be clear-cut; however, up to one (1) acre may be cleared for placement of house, garage, driveway, garden and other domestic and residential purposes.

22. The buyers agree to pay a water availability charge of \$750.00. However, no charge for water usage will be assessed until such time as the buyer has actually tapped onto the central water system. At which time, the buyer agrees to pay the tap-on fee of \$200.00 plus water usage fees approved by the West Virginia Public Service Commission or the Property Owners Association. Said fee is currently approximately \$35.00 quarterly, if unmetered. If buyer is desirous of water for residential purposes prior to the operation of a central water system, it is understood by the parties hereto that the buyer may, at any time, at his option and expense, have an individual well drilled on his lot with the approval of the West Virginia Health Department and in accordance with its requirements. If such individual well is drilled by the buyer, then buyer will not be required to connect to the central water system of the subdivision nor will be required to pay the availability charge, the tap on fee, or

any water usage charge Buyer agrees to notify seller in writing sixty (60) days in advance of any well drilling, (or contract with well driller) so that the developer will have a full sixty days to provide water to buyer's lot.

We, the undersigned, owners of the property known as the Pinnacle Subdivision do hereby create and establish the above covenants to run with the land.

David C. Smith  
DAVID C. SMITH

Anna Jean Smith  
ANNA JEAN SMITH

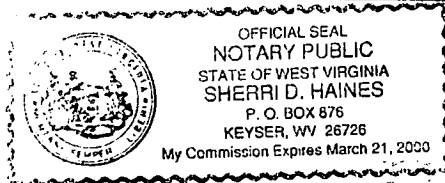
Jeffrey L. Slider  
JEFFREY L. SLIDER

Debra M. Slider  
DEBRA SLIDER

STATE OF WEST VIRGINIA,  
COUNTY OF MINERAL, to-wit:

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 1991, by David C. Smith, Anna Jean Smith, Jeffrey L. Slider and Debra Slider.

My Commission Expires: March 21, 2000



Sherrri D. Haines  
NOTARY PUBLIC

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO-WIT:

Be it remembered that on, this 11<sup>th</sup> day of September, 1991 at 2:40 o'clock P. M., the foregoing Restrictive Covenants with the certificate thereof annexed, was presented in the Office of the Clerk of the County Commission and admitted to record.

Ruby L. Staggs  
Clerk County Commission

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO. 95702-91

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