

RIO GRANDE SUBDIVISION
HAMPSHIRE COUNTY, WEST VIRGINIA
320 DECLARATION OF PROTECTIVE COVENANTS

This Subdivision shall be subject to the following protective covenants, which covenants are to run with the land for the mutual protection and benefit of all land owners and is done with the full consent and agreement of the proprietor thereof, namely the Developer as mentioned in the Deed of Dedication dated the 3rd day of September, 1977.

(1) The grantor hereby grants and conveys to the property owners, for their use forever, all the roads and rights of way, as shown on plat and does not include the dedication of said roadways, streets, or right of ways as set forth on said plat for the use and benefit of the public, but only for the use and benefit of the lot owners and their approved guests, agents, invitees, and assigns, all subject to the provision that they must use said roadway, streets, or rights of way in conformity with the requirements of the law of the State of West Virginia and with the ordinances of Hampshire County, West Virginia.

(2) The grantor may assess each lot owner a sum not to exceed Twenty-five (\$25.00) Dollars per year, per lot, for the use, upkeep and maintenance of the roads within all sections of said subdivision and such other common facilities as the said grantor may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of lot owners within said subdivision, elected by the property owners and any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within said subdivision 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 lot, and on or before the 31st day of January of each year thereafter. Where more than one lot is owned by a party or parties, in the event of a resale of one or more said lots, then the obligation to pay the said \$25.00 assessment shall become the obligation of the owner(s).

(3) The grantor reserves unto himself, his heirs 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 ways therefore, with the right to ingress and egress for the purpose of erection or maintenance on, over or under a strip of land fifteen (15) feet wide at any point along the side, rear or front lines of any said lots.

(4) No building of a temporary nature shall be erected or placed on any of said lots except those customarily erected in connection with building operations; and in such cases, for a period not to exceed four (4) months. This shall not prohibit the erection of a toilet complying with provisions of Paragraph 9 below.

(5) Minimum size of any residence constructed shall contain at least 480 square feet on the main floor. This shall not include basement, garage, porch, or carport. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction. No part of any lot sold by the grantor may be sold or used as a road or as a right of way to any property outside of said subdivision. This covenant shall not apply until said lots are sold by the grantor.

(6) All of said lots shall be used for recreational or residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on the said lot. No lot will be used for commercial purposes or the breeding of animals for sale.

(7) 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 grantor.

(8) No building shall be erected closer than 50 feet to any street or road, nor closer than 25 feet to the side or rear of the lot line, with the exception that when two or more lots are used together for the construction of one dwelling, then said 25 foot setback shall apply only to outside lines.

(9) All sanitary facilities constructed on said lots shall conform to the regulation of the appropriate county and State Health Department. Facilities outside the house shall be screened from view from the road.

(10) No lot or lots in said subdivision may be resubdivided into less than 5 acre tracts. The minimum size of each lot subdivided, shall not be less than five (5) acres.

(11) In the event that any trailer or mobile type of home is placed on the lot, the same shall be placed on a permanent foundation or in the alternative the space between the ground floor of the mobile home and the ground level shall be concealed by the use of a wall of similar type screening. This covenant shall not be construed to permit the use of a camping trailer as permanent house, no such camping trailer or camper shall be permitted to remain on any lot for a period in excess of four (4) months.

(12) No trucks, buses, old cars, parts, of same, or unsightly vehicles of any type or description may be parked on said lots, unless they have current inspection and license.

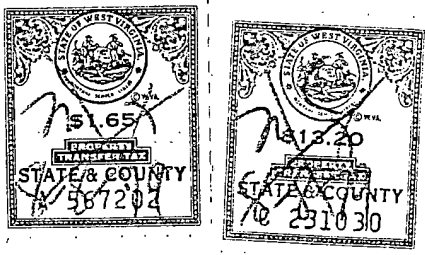
(13) Nothing herein is to be construed to prevent the grantor from placing further covenants or easements on any lot in said subdivision which shall not have already been conveyed by them.

(14) 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 other person or persons owning any real estate situated 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, either to prevent him or them from so doing or to recover damages or other dues for such violation.

(15) In validation of any 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.

TO HAVE AND TO HOLD the real estate herein conveyed unto
Alfred C. Ale and Virginia L. Ale, husband and wife, as joint
tenants with rights of survivorship, in fee simple, -----

IN TESTIMONY WHEREOF the said Virginia Partnership has
caused this deed to be signed by its proper officers pursuant to
resolutions duly adopted.



PIONEER INVESTMENTS

BY [Signature]
David B. Holliday
General Partner
[Signature]
Ralph S. Gregory
General Partner

STATE OF WEST VIRGINIA

COUNTY OF HAMPSHIRE, TO WIT:

I, Pamela K. Duckworth, a Notary Public
within and for the county and state aforesaid, do hereby certify
that David B. Holliday and Ralph S. Gregory, General Partners, who
signed the writing above for Pioneer Investments, a Virginia Part-
nership, bearing date of the 6th day of August, 1979, have
each this day, in my said county before me acknowledged the said
writing to be the act and deed of said partnership.

Given under my hand this 6th day of August, 1979..

My commission expires December 4, 1988..

Pamela K. Duckworth
Notary Public

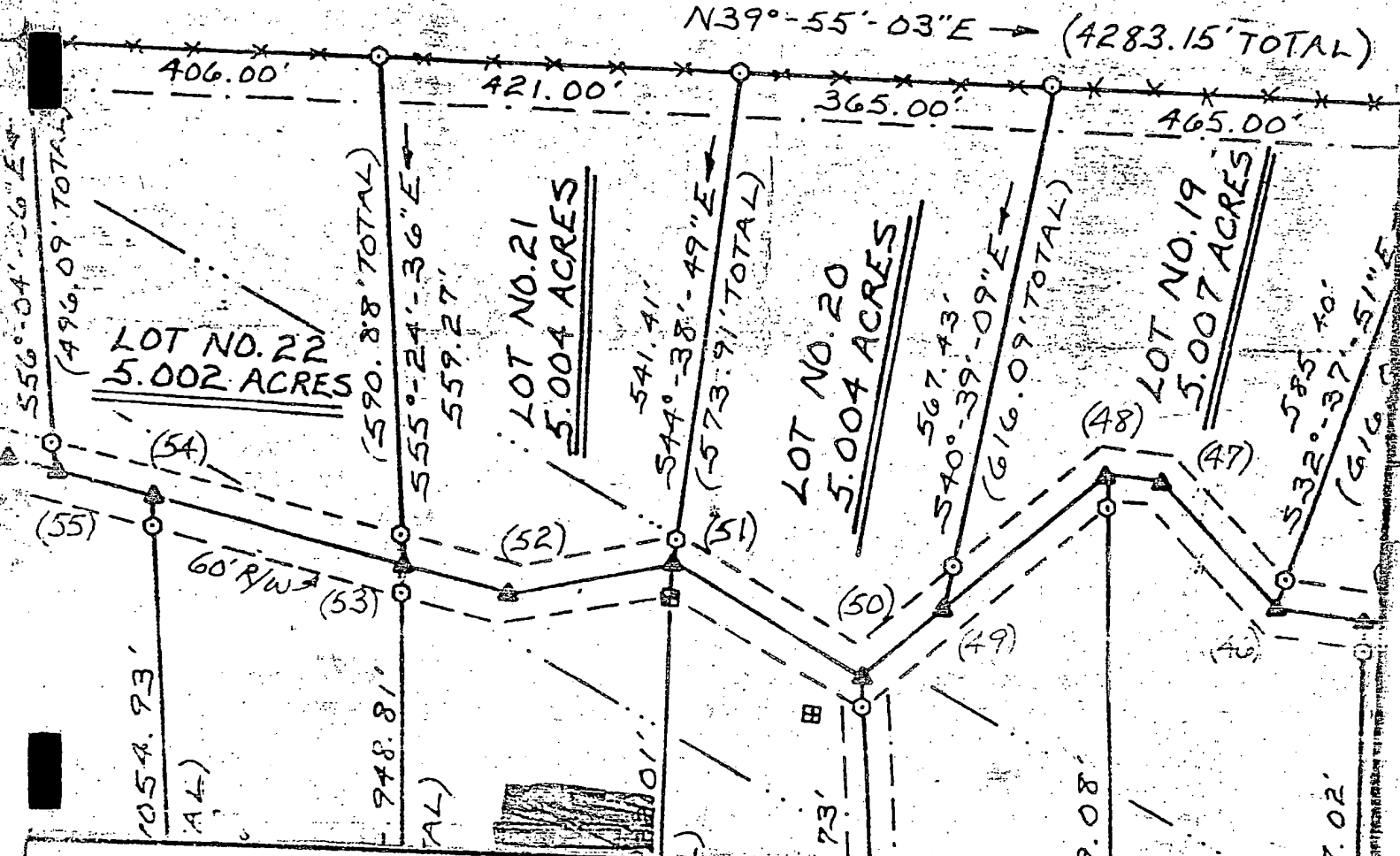
The above deed was prepared without
title examination or report by:
Ralph W. Haines, Attorney at Law,
Romney, West Virginia

DECLARATION OF CONSIDERATION OF VALUE

Under the penalties of fine and imprisonment as provided by
law, the undersigned (grantor-s) (grantee-s) do hereby declare the
true and actual value of the property transferred by the document
to which this declaration is appended, to be to the best of my know-
ledge and belief \$ 4,500.00.

Given under my hand this 6th day of August, 1979..

Alfred C. Ale



DAVY AND LOVETT ENTERPRISES, INC.
 CAPON BRIDGE, WEST VIRGINIA
 WEST VIRGINIA LICENSE NO. 535

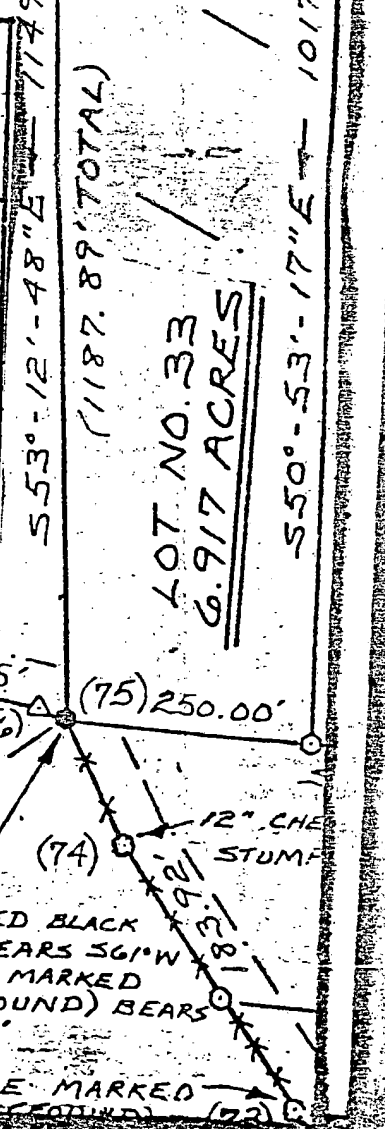
DATE	9/13/77
SCALE	1" = 200'
PLAT NO.	D77-030
DRAWN BY	R.L.C.

Pickie C. Davy

TITLE: SUBDIVISION OF A 250.077 ACRE TRACT OF LAND OWNED BY PIONEER INVESTMENTS, A PARTNERSHIP.

SEE DB. 223 PP. 366

THIS PLAT WAS REVISED ON MARCH 30, 1978. SEE NOTE G.



(FOUND) BEARS S55°W AT 3.5' (76)
 MARKED DOUBLE WHITE OAK (FOUND) BEARS S17°-30'W AT 11.6' - MARKED WHITE OAK (FOUND) BEARS S58°E AT 13.6'

TRACT II

17" MARKED BLACK OAK (FOUND) BEARS S61°W AT 6.7' - 5" MARKED WHITE PINE (FOUND) BEARS S76°W AT 4.3'

WHITE PINE MARKED (77)