

PROTECTIVE COVENANTS  
SPRING MEADOWS SUBDIVISION

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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 grantors further grant and convey unto the said grantees, their heirs and assigns, the perpetual right to use the existing 40 foot wide roadway, running over the real estate herein conveyed from State Route Number 29 (old State Route 45) for the purpose of ingress and egress to and from the property herein conveyed. The grantors, theirs heirs and assigns, reserve, however, the perpetual right to use all of the above described roadway, including any portion of said roadway which may lie within the boundaries of the real estate heretofore conveyed by the deed to which these protective covenants are attached.

2. The grantors may assess each tract owner of Spring Meadows Subdivision a sum not to exceed \$35.00 per year, per tract, for the use, upkeep and maintenance of the roadways situate in said subdivision, now constructed or to be constructed and within all sections of said subdivision, 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 said subdivision, elected by the property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract 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 tract, and on or before the 31st day of each year thereafter. When more than one tract is owned by a party or parties in the event of resale of one or more tracts, then the obligation to pay the said assessment and levy shall become the obligation of the new owner or owners.

3. The grantor reserves unto themselves, their 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 way therefore, with the right of ingress and egress for the purpose of erection or maintenance on, over or under a strip of land 15 feet wide at any point along the side or rear of any of the tracts in said subdivision and at any point within 35 feet of the center of any road. Guy wires, if required, may extend beyond the 35 foot limit, if necessary.

4. No building of a temporary nature and no house trailers or mobile homes shall be erected or placed on any of the tracts in said subdivision except those customarily erected in connection with building operations; and in such cases, for a period of time not to exceed 4 months.

5. Minimum size of any residents constructed in said subdivision shall contain at least 840 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 8 months of the commencement of construction. No part of any tract sold by the grantor may be sold or used as a road or as a right of way to any property other than public roads outside of said subdivision. This covenant shall not apply until said tracts are sold by the grantor.

6. All of the tracts in this subdivision shall be used for residential and or recreational purposes only and any garage or

barn must conform generally in appearance and material with any dwelling 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.

8. No building shall be erected closer than 75 feet from the center of any street or road, nor closer than 35 feet set back to the side or rear of the tract line, with exception that when two or more tracts are used together for the construction of only one dwelling, then said 35 foot set back shall apply only to outside lines.

9. All septic systems must comply to all county and state regulations. No house shall be constructed on said tract until a septic tank permit has been obtained from the State Health Department.

10. The real estate heretofore conveyed and the tracts in this subdivision shall not be subdivided.

11. No driveway leading from any of the main subdivision roads may be constructed which impedes the function of the road drainage ditches. For any driveway crossing a road drainage ditch, a minimum of 12 inches in diameter culvert must be used in a fashion to insure adequate water flow along road drainage ditches.

12. 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. However, this paragraph does not prohibit the grantors from stockpiling all topsoil from the now existing roadways upon tract Number 12 until same can be removed. However, said stockpile shall be left in a safe condition during the time of its existence.

13. 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 situate in said subdivision 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 or other dues for such violation.

14. No motorcycle trails and motorcycle trail riding shall be allowed on the real estate herein conveyed and in this subdivision, and no recreational riding of motorcycles shall be allowed upon the roadways in said subdivision, however, this does not prohibit owners of real estate or tracts in this subdivision from using and riding motorcycles over and upon the roadways situate in said subdivision to and from their employment or for legitimate business reasons.

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

16. Invalidation of any one of these covenants by judgment or Court order, shall in no wise effect any of the other provisions which shall remain in full force and effect.

DOKMAN AND KEADLE  
ATTORNEYS AT LAW  
LEOLD  
ROM

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

Be it remembered that on the 16th day of November, 1992, at 10:11 A. 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. shl

Mailed: Michael Lantz 12-1-92  
P.O. Box 451  
Ridgeley WV

52831

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THIS DEED, Made this 30<sup>th</sup> day of September, 1992, by and between C.E. ROBINSON, SR. and KATHRYN V. ROBINSON, parties of the first part, hereinafter called "GRANTORS", and MICHAEL JAMES LANTZ, SR., whose address is 1 Potomac Heights, Ridgeley, West Virginia, 26753, and WILLIAM MARTIN CESSNA whose address is Fort Ashby, West Virginia, as tenants in common, parties of the second part, hereinafter called "GRANTEES".

WITNESSETH: That for and in consideration of the sum of Six Thousand (\$6,000.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey, with covenants of general warranty and to be free and clear from all liens and encumbrances, unto William Martin Cessna and Michael James Lantz, Sr. as tenants in common, who each shall own an undivided one-half interest in those certain lots or parcels of real estate situate on the South Branch about five miles northeast of Springfield, Hampshire County, West Virginia, together with the road, right of way, riparian rights, waters, easements, minerals and appurtenances thereunto belonging, known and designated as Tracts Nos. 22-E and 22-F, adjoining Beach Drive, according to a survey and plat prepared by Vernon C. Whitacre, surveyor of Hampshire County, which is duly recorded in the Clerk's Office of the County Court of Hampshire County, West Virginia, in Map Book No. 1 at pages 41 and 42, which map and plat by reference are expressly made a part hereof for a fuller and more complete description by metes and bounds of said lots herein conveyed.

The real estate herein conveyed consists of two of the same tracts Nos. 22-E and 22-F, which were conveyed C.E. Robinson, Sr. and Kathryn V. Robinson by deed of Rose Mary Kraft, dated June 15, 1972, duly recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 196 at page 479.

The grantors will pay the taxes for the calendar year 1992, which have already been assessed and for which statements