

REED'S ADDITION

DECLARATION OF PROTECTIVE COVENANTS

350
38

The real estate herein conveyed shall be subject to the following protective covenants, which shall be deemed to be real covenants running with the land until January 1, 2010, at which time same may be changed as the owners of the lots in

Read's Addition may deem fit:

1. The grantor hereby grants and conveys to the property owners, for their use forever, all the roads and rights of way shown on the attached plat or plan.
2. 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 way therefore, with the right of 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.
3. 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 twelve (12) months.
4. Minimum size of any residence constructed shall contain at least 400 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 but this shall in no way prevent the lot owners from subdividing their lots. This covenant shall not apply until said lots are sold by the grantor.
5. All of said lots shall be used for residential purposes only. House businesses such as beauty shops, accounting, etc. shall be permitted.
6. 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.
7. No building shall be erected closer than 20 feet to any street or road, nor closer than 20 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 20 foot set-back shall apply only to outside lines.
8. In the event that any trailer or mobile home type 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 housing and no such camping trailer or camper shall be permitted to remain on any lot for a period in excess of eight (8) months. All trailers or mobile type of home will have to be new or in new like condition when they are brought onto the lot.
9. 12" diameter culverts must be used in all driveways leading from main subdivision roads where needed.
10. No trucks, buses, old cars or unrightly vehicles of any type or description may be left or abandoned on said lots. All vehicles shall have up to date inspection stickers on them.
11. 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.
12. 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 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.

350
39

13. Invalidation of any one of these covenants by judgment or Court order, shall in nowise affect any of the other provisions which shall remain in full force and effect.

14. It is further expressly understood and agreed and accepted by the grantee that all roads in the subdivision are either 40 feet or 50 feet in width as shown on the aforescribed plat, with one-half (1/2) of the width thereof being within the bounds of the various lots in said subdivision and it is further understood and agreed that said roads are for the mutual benefit and use of all of the lot owners in said subdivision and that the maintenance of said roads shall be the sole responsibility of the owners of the lots that adjoin said roads. And it is further understood and agreed that all driveway culverts will be at least 20 feet from the center of the 40' wide roads in said subdivision and 25 feet from the center of the 50' wide roads in said subdivision.

PUBLIC WATER SUPPLY

For the consideration above stated, the grantor herein, in cooperation with the Central Hampshire Public Service District, does hereby agree to provide public water to the real estate herein conveyed by constructing a pipeline along the 15 foot wide right of way mentioned in Paragraph No. 2 of the aforementioned Protective Covenants. However, it is expressly understood and agreed that it shall be the sole responsibility of the grantee herein, her heirs and assigns, to pay for the purchase and construction of the water line from the aforescribed right of way to her dwelling house, and it shall be the further responsibility of the grantee, her heirs and assigns, to pay unto the Central Hampshire Public Service District, its successors and assigns, for all water used and consumed on the real estate herein conveyed.

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

Be it remembered that on the 7th day of February 1994, at 10:19 A.M., this Reed 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.