

SUBJECT to the following restrictive covenants and conditions which shall be binding upon the grantees, their heirs and assigns, and which shall be deemed covenants running with the land:

1. The land hereby conveyed is restricted to residential use only, and no commercial, industrial or manufacturing business, building or enterprise, shall be erected, maintained or operated upon said land.
2. No animals, livestock or poultry of any kind shall be raised, bred or kept on said land, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
3. All 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 and concrete block are especially agreed not to be considered as finished material.
4. No mobile homes, motor homes or doublewide mobile homes shall be placed upon said land. Manufactured houses, however, shall be permitted.
5. No structure shall be erected, constructed or maintained upon any lot or part of lot in this addition within ten (10) feet of the side lines or rear boundary lines of said lot or within twenty (20) feet from the front or street line of said lot. For the purpose of this restriction, covered patios, piazzos, as well as eaves of buildings, porticos, stoops and porches shall be considered a structure.
6. No multiple family dwelling or dwelling designated for the use of more than one (1) family shall be constructed upon any of the land covered by this restriction. No more than one (1) dwelling shall be constructed upon any one (1) lot.
7. Trash and refuse shall not be allowed to accumulate on said property and no junk, junked vehicles, or parts thereof, or vehicles not in current use shall be kept or stored thereon. All garbage shall be kept in insect and rodent proof receptacles and removed and disposed of at least every seven (7) days.
8. There is hereby reserved an easement as necessary and of a minimum width of 7.5 feet along the inside of the boundary lines of said lot, which easement shall be for present and future utility purposes, including sewage, water and drainage. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of said lot, except for those improvements for which a public authority or utility company is responsible. As an incident to the reservation of this easement, the right to lay, install and maintain the necessary pipe, pipelines, drains and tile to carry the purposes of this reservation is hereby expressly reserved.
9. No noxious or offensive activity shall be carried on upon said land, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise a property during the construction and sales period.

11. The grantees, their heirs and assigns, shall not make, or suffer to be made, any structure on said lots, or any modification or alteration of the land which shall cause surface water or water drainage from roof's spouts, gutters, etc., to drain upon the surface of any adjoining land owner by another in any sanitary sewer nor or hereafter installed to serve the lots in said neighborhood.

12. Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate, any covenant either to restrain violation or recover damages.

13. Invalidity of any one of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

14. The real estate above described is further subject to the Line Extension Agreement between Ludwick Trust and the New Creek Public Service District in regard to sewer service for the Airport Addition Residential Development, dated January 22, 1991, and of record in the aforesaid County Commission's Office in Deed Book 264, Page 805.

BEING the same property conveyed unto Curtis Marshall Rotruck by deed from Cathy D. Shaffer recorded with The Office of the Clerk of the County Commission of Mineral County, West Virginia on December 16, 2015 as Instrument #143500 in Book 368, Page 119.

THIS CONVEYANCE IS MADE SUBJECT to any and all exceptions, reservations, restrictions, limitations, out-conveyances, rights-of-way, easements, covenants and conditions as may be set forth and contained in any prior Deeds or other instruments in Grantor's chain of title to said real estate, reference to which is hereby made for all such matters pertaining to the real estate hereby conveyed and for a more particular description of the property.

TO HAVE AND TO HOLD, unto the party of the second part, as aforesaid, her heirs and assigns, forever.