

DECLARATION OF PROTECTIVE COVENANTS

645

The tract herein conveyed shall be subject to the following protective covenants for the benefit of the grantors, the grantees, and any adjoining property owners:

1. The grantors hereby dedicate the 40 foot roadway, known as Braddock Drive, to the use of all adjoining property owners and all other parties who may acquire any part of the Powell Property. Until said roadway is accepted and maintained by the State, each owner of real estate abutting upon said roadway will pay his pro rata share of the expenses for the maintenance and upkeep of said roadway in proportion to his road frontage and will use all due diligence not to unduly damage said roadway by his use.

2. 12-inch diameter culverts must be used in all driveways leading from Braddock Drive.

3. The grantors reserve 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 therefor, with the right of ingress and egress for the purpose of erection or maintenance on, over and under a strip of land fifteen (15) feet wide at any point along the side, rear, or front lines of any of said lots. However, no trees are to be cut for this purpose.

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 months.

5. Not more than one residence shall be erected on any one lot, and it shall contain a minimum of 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 after the commencement of construction.

6. All of said lots shall be used for residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on the said lot.

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 grantors.

8. No building shall be erected closer than 35 feet to any street or road, nor closer than 20 feet to the side or rear of the lot line, with the exception that where 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.

9. No lot in said subdivision may be re-subdivided.

10. All water and sewage facilities shall be in accordance with any regulations of the West Virginia Health Department; and the tract herein conveyed shall not be subdivided; and no sewage nor waste water shall be directed into the Mill Race or North River, and said Mill Race at all times shall be kept open and free from any intentional pollution.

11. No trucks, buses, old cars, or unsightly vehicles, rubbish or garbage of any type of description may be left or abandoned on said tract of land, but it shall be at all times maintained in a clean, sanitary and a sightly manner.

12. No trees 8 (eight) inches and up in diameter may be cut except as may be necessary to build a permanent dwelling.

13. While mobile homes or house trailers as such are not desired, yet the grantees may have the right to place one (1) new house trailer on said tract provided the foundation is completely enclosed, and that it is placed in such a location or with shrubbery or porches in such a manner that it will blend into the natural surroundings.

14. Nothing herein contained shall be construed to prevent the grantors from placing any further covenants or restrictions or changing any protective covenants or restrictions upon any other tracts on the Powell Property in such a manner as the grantors may elect.

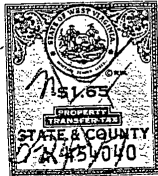
There is also conveyed the right to use, as a right of way, that certain existing roadway which leads from the Island Hill Road along or near the top of the hill in an Easterly direction across the Powell property which James L. Vance acquired in Deed Book No. 187 at page 463 to the tract herein conveyed. This right of way and also the Island Hill road to be used by all parties entitled thereto in accordance with a right of way agreement made and entered into on September 12, 1970, by and between James L. Vance and wife and James H. Bidinger and wife of record in Deed Book No. 188 at page 251.

It is the purpose and intention of this deed, and it is hereby accepted by the grantees, that this property is conveyed unto them with rights of survivorship; that is, if the said George Vitsos should die before his wife, Dorothy J. Vitsos, then the entire estate in fee simple in and to the said property shall be and become the sole property of the said Dorothy J. Vitsos, and that if the said Dorothy J. Vitsos should die before her husband George Vitsos, then the entire estate in fee simple in and to the said property shall be and become the sole property of the said George Vitsos.

647

TO HAVE AND TO HOLD the real estate herein conveyed, together with the right of way thereunto belonging, unto the said George Vitsos and Dorothy J. Vitsos, husband and wife, as joint tenants with rights of survivorship, in fee simple.

WITNESS the following signatures and seals:



James H. Bidinger (SEAL)
James H. Bidinger
d/b/a B&H Farms

Ruby Bidinger (SEAL)
Ruby Bidinger

STATE OF WEST VIRGINIA
COUNTY OF HAMPSHIRE, TO WIT:

I, Rita K. Yeckel, a Notary Public within and for the county and state aforesaid, do hereby certify that James H. Bidinger d/b/a B & H Farms and Ruby Bidinger, his wife, whose names are signed to the foregoing and annexed writing, bearing date of the 21st day of May, 1977, have each this day acknowledged the same before me in my said county.

Given under my hand this 21st day of May, 1977.

My commission expires April 29, 1986.



Rita K. Yeckel
Notary Public

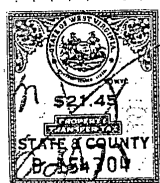
Declaration of Consideration of Value

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, is to the best of my knowledge and belief \$ 9,800.00.

Given under my hand this 21 day of May, 1977.

George Vitsos

The above deed was prepared by Ralph W. Haines, Attorney at Law, Romney, W. Va.



RALPH W. HAINES
ATTORNEY AT LAW
ROMNEY, W. VA.

28737

WORKS OF CACAPON SUBDIVISION

BLOOMERY DISTRICT OF HAMPSHIRE COUNTY

WEST VIRGINIA License No. 95

SCALE 1" = 100' 648

VERNON C. WHITACRE, SURVEYOR

