



Mailed 5/5/89
Geary & Geary
Attys. at Law
Petersburg, WV
26847

Inst. No. 4749

PROTECTIVE COVENANTS AND RESTRICTIONS

"BLUE TOWER ACRES" SUBDIVISION

1. The Grantor reserves unto himself, his heirs, successors and assigns, the right to erect and maintain all utility poles, conduits, lines and equipment, water and sewer lines, television cables, or to grant easements or rights of ways therefor, with the right of ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land ten (10) feet wide at any point along the side, rear, and thirty (30) feet on front lines of any of said lots.

2. No lot shall be subdivided or its boundary lines changed, and not more than one residence shall be erected on any one lot; further, that any house trailers or mobile homes occupied as a residence located and situate on "BLUE TOWER ACRES" lots, 1 through 17, inclusive, shall not be less than twelve feet (12') in width and sixty feet (60') in length, and shall be properly underpinned and skirted when placed upon said lots.

3. No livestock or poultry may be kept or raised on said lots, except household pets which shall be confined to the lot of the owner.

4. Any other buildings constructed in conjunction with the house, house trailer or mobile home, situate on said lot shall be constructed in conformative and in general appearance with the exterior of the house, house trailer or mobile home, situate on said lot.

5. It is understood that the restrictive covenants herein enumerated shall apply only and be applicable only to Lots 1 through 17, inclusive of "BLUE TOWER ACRES" Subdivision and that they shall not be construed as to prevent the Grantor from placing such further and additional restrictions on the residue of the real estate, nor shall it require them to place

any restrictions or covenants upon the residue of the real estate adjoining Lots 1 through 17, inclusive, or upon any other property now owned or hereinafter acquired by the Grantor, his heirs, successors and assigns; and that in all respects this covenant and the covenants hereinbefore enumerated shall be considered as running with the land the Grantee(s) understand and agree to this provision and condition.

6. All toilets, septic tanks, sewage and waste disposal systems constructed on said lots shall conform to the regulations of the West Virginia State Health Department; further, activities or use of said lot shall not pollute or cause waste to any spring, drain, or stream situate on or traversing said lot.

7. No junk trucks, buses, dilapidated cars or salvage type vehicles of any type or description may be stored, used for buildings, left or abandoned on said lots.

8. This Subdivision is a residential subdivision only and the Lots, 1 through 17, shall not be used for commercial or business purposes; further, no lot shall be used or maintained as a dumping ground for rubbish, nor shall any rubbish or garbage, or other waste of any type be allowed to accumulate on said lot. Said rubbish, garbage, or other waste shall be kept in sanitary containers, and all such containers or incinerators or other equipment used for the storage or disposal of said material shall be kept in a clean and sanitary condition and located in as inconspicuous a place as possible; that the Grantor may in his discretion be authorized, upon thirty (30) days written notice to the owner, to enter upon said lot and clear away such accumulation thereon and recover the costs of doing so from the owner.

9. No obnoxious or offensive use shall be made of lot, nor shall any offensive trade or activity be carried on

upon any lot, nor shall any activity of any nature whatsoever be conducted on a lot which may constitute a nuisance.

10. The Grantor, his heirs, successors and assigns, do hereby except and reserve a forty foot (40') wide general purpose access roads and rights of ways with necessary additional area for any drainage and ditching. The rights of ways aforesaid are shown and described on the Plat of Survey and Subdivision of "BLUE TOWER ACRES" and reference is made to said Plat to show the roads and area involved, to-wit, Lot 5, 6, 9 and 10.

Reference is also made to said Plat of Survey and Subdivision for the purpose of showing access and right of way from State Route 42 unto the lots in "BLUE TOWER ACRES" Subdivision. These entrances to the lot owners as shown on said Plat are in common with the respective lot owners so being served and are for the use and benefit of such lot owners, their heirs and assigns.

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

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 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.

13. All covenants and restrictions set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them.

The above restrictions read and agreed to this the

_____ day of _____, 19__.

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STATE OF WEST VIRGINIA,
COUNTY OF GRANT, TO-WIT:

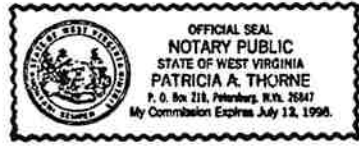
The undersigned, Lawrence Streets, being duly sworn says as follows:

That the within Protective Covenants and Restrictions shall by reference be incorporated in and made a part of all deeds executed by Lawrence Streets and Evelyn Streets, his wife, his heirs, successors and assigns, for tracts of land designated, Lots 1 through 17, inclusive, and situate within SECTION I, "BLUE TOWER ACRES" Subdivision; and that same shall be and constitute covenants to run with said land.

Lawrence Streets
Lawrence Streets

Taken, subscribed and sworn to before the undersigned authority, this the 20th day of April, 1989.

My commission expires July 13, 1996.



Patricia A. Thorne
NOTARY PUBLIC.

State of West Virginia, Grant County, to-wit:

On the *20th* day of *April*, 19 *89*, this *Protective Covenants and Restrictions* with the certificates thereon annexed, was filed in the Clerk's Office of the County Court of Grant County, and admitted to record at *11:16 AM*. Fee \$ *3.00* paid.

Attest:

Harold Y. Hiser
Clerk
County Court, Grant County, West Virginia

