

**SPRING GAP MOUNTAIN
DECLARATION OF PROTECTIVE COVENANTS**

This Subdivision shall be subject to the following protective covenants, which covenants are to run with the land:

- (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 may assess each lot owner a sum not to exceed One Hundred (\$150) dollars (\$50 increase approved at annual meeting 10/8/22 by two thirds majority vote) per year, per lot, for the use, upkeep, and maintenance of the roads within all sections of the said subdivision, and such other common facilities as the said grantor may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of lot 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 lot within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 1st day of April next following the purchase of said lot, and on or before the 1st day of April of each year thereafter. When more than one lot is owned by a party or parties, in the event of a resale of one or more said lots, then the obligation to pay the said \$150 assessment shall become the obligation of the new owner(s).
- (3) 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 of said lots.
- (4) No building of a temporary nature shall be erected or placed on any of said lots except those erected in connection with building operations: and in such cases, for a period not to exceed four (4) months. This shall not prohibit the erection of a toilet complying with provisions of Paragraph 9 below.
- (5) Minimum size of any residence constructed shall contain at least 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 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. This covenant shall not apply until said lots are sold by the grantor.
- (6) All said lots shall be used for recreational 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 informational signs of grantor.

- (8) No building shall be erected closer than 100 feet to any street or road, or closer than 50 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 50-foot set-back shall apply only to outside lines.
- (9) All toilets constructed on said lots shall conform to the regulation of the appropriate County and State Health Department and be placed in a secluded area whenever possible. No building shall be constructed on any lot until a septic tank permit has been obtained from the State Department of Health.
- (10) No lot in said subdivision may be subdivided into more than two (2) lots. The minimum size of each lot subdivided, including the lot retained by owner, shall not be less than five (5) acres. The State Department of Health may not issue septic tank permits on subdivisions.
- (11) If any trailer or mobile home 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; no such camping trailer or camper shall be permitted to remain on any lot for a period in excess of four (4) months.
- (12) Twelve (12) inch diameter culverts must be used in all driveways leading from main subdivision roads.
- (13) No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said lots.
- (14) Nothing herein is to be construed to prevent the grantor from placing further covenants or easements on any lot in subdivision which shall not have already been conveyed by them.
- (15) 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 situated 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.
- (16) Invalidation of any 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.

President *Notley* Joseph OFFUTT Jr. *Notary Joseph Offutt*
 Appeared before me Joseph Offutt Jr, Hampshire County
 WV, Notary TESA NEIL *On me 12/19/2026*
Exp 2-1-2026



Hampshire County
 Eric M. Strite, Clerk
 Instrument 229441
 12/19/2023 @ 09:20:51 AM
 COVENANTS & RESTRICTIONS
 Book 539 @ Page 353
 Pages Recorded 2
 Record date 12/19/23