

14. The aforesaid covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date the covenants are recorded, after which time these covenants shall be automatically extended for successive individual periods of ten (10) years until an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, before or after twenty-five (25) years have passed.



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EXHIBIT A

GENERAL RESERVATIONS AND RESTRICTIONS

The following reservations and restrictions shall be covenants running with the land and are imposed for the benefit of each lot owner of a lot shown on the attached map entitled "New River Gorge Estates", Block A Lots 1 through 12, dated November 2002, prepared by Marathon Technical Services, Inc., Summersville, WV.

1. MacWooden Company reserves to itself, its successors and assigns a ten (10) foot right-of-way along all property lines the right to build, maintain and operate pipes, lines and ways for water, electricity, sewage and other public utilities and requirements.
2. Unless otherwise indicated hereon, these lots shall not be used or occupied for other than single family residential purposes and no building shall be erected thereon except one residence and private garage. No house trailers, whether they be single wide or double wide, whether on or off wheels, shall be erected on said lot.
3. No structure of a temporary character, trailer, basement, tent, shack, garage, or barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
4. The minimum livable floor area requirements for a single-family residence shall be 1,400 square feet above ground, exclusive of garage and porches.
5. There shall be no exposed cinder, concrete, or limestone building blocks that are visible from any road or street. However, these building blocks may be stuccoed or plastered.
6. Each and every lot owner shall maintain sufficient off-street parking per vehicle owned.
7. No commercial or industrial activities shall be conducted on any lot; it being the intention that the use of the property is for dwelling and living purposes, nor anything be done which may be or become an annoyance or nuisances to the neighborhood.
8. Outside burning shall be allowed in accordance with the County ordinance, which will require a permit.
9. No trash or other unsightly debris of any nature shall be permitted on any of the lots shown hereon.
10. No automotive repairs of any nature shall be done on the lot that cannot be completed within one day. No repairs shall be made in the front yard of the residence.
11. No stripped down, or partially wrecked, or junked motor or recreational vehicles, or sizeable part thereof, shall be kept on property at any time.
12. All animals or domestic pets shall be reasonably controlled and managed by owners.
13. If any owner, or any of the heirs, devisees or assigns of such owner, shall violated any of the covenants herein contained, any owner or other person having standing to do so, may seek an injunction to prevent the doing of the unlawful act or to require an act that ought to be done hereunder, and to recover any damages for any such violation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants which shall remain in full force and effect.