

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the side and rear five feet of each lot.

8. These lots shall not be re-cut so as to face in any direction other than as shown on the recorded plat.

9. All sewage disposal shall be by sewage disposal systems approved by the State Board of Health.

10. Any residence constructed upon any lot must be completed on the exterior and the lot landscaped within eight months after the date the footings are poured. A fine of \$100.00 for each month or portion thereof shall be imposed when any house and landscaping remains incomplete after the expiration of the said eight months and this fine is hereby levied against the said lot, and the said fine shall constitute a lien against this lot; provided, however, that the said lien shall not affect or prejudice the rights or liens of other lien creditors. Any fines so collected shall be used by the building committee constituted in Paragraph 2, for the beautification of the subdivision; provided, further, the said committee shall have the rights and authority to waive the said fine at any time either before or after it shall accrue.

11. No bathing pools shall be constructed or maintained on any lot unless it is surrounded by a sightly screening fence.

12. All driveways in the lots shall be paved with either asphalt or concrete paving.

13. No fence or wall shall be constructed or maintained along the front property line of any lot, nor shall any hedge or fence higher than three feet be built or maintained between the building line and the street.

14. No house trailer, disabled vehicle, or unsightly machinery or junk, shall be placed on any lot, either temporarily or permanently, and the building committee designated herein shall, at the owner's expense, remove any such house trailer, disabled vehicle, or unsightly machinery or junk, from any lot. However, this shall not be construed as prohibiting the parking or keeping of travel trailers, so long as they are not used as a residence, either temporarily or permanently, and are maintained in a sightly manner.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of January, 1980.

WITNESSES:

[Handwritten signatures of witnesses]

BALENTINE BROTHERS BUILDERS, INC.

BY: *[Signature]* (SEAL)
Vice President

HENRY L. JAY ATTORNEY AT LAW GIBBSVILLE, W. V.

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