

The real estate conveyed by the deed to which these protective covenants are attached to and made a part of shall be subject to the following protective covenants, which covenants are to run with the land.

1. For the consideration above stated, the grantor further grants and conveys unto the said grantees, their heirs and assigns the perpetual right to use the existing forty foot (40') wide roadway, running over the real estate herein conveyed from State Route Number 29/1 for the purpose of ingress and egress to and from the property herein conveyed. The grantor, for itself, its successors and assigns, reserve, however, the perpetual right to use all of the above described roadway, including any portion of said roadway which may lie within the boundaries of the real estate conveyed by the deed to which these protective covenants are attached.

2. The grantor, its successors and assigns, may assess each site or tract owner a sum not to exceed One Hundred Dollars (\$100.00 per year, per site, for the use, upkeep and maintenance of the roadways situated in said subdivision, now constructed or to be constructed and within all sections of said subdivision and such other common facilities as the grantor, its successors and assigns, may provide therein. The rights and responsibilities as created by this paragraph shall constitute a lien on each and every site or tract within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31st day of January next following the purchase of said site or tract and on or before the 31st day of January of each year thereafter. When more than one (1) site or tract is owned by the party or parties in the event of resale of one or more sites or tracts, then the obligation to pay said assessment and levy shall become the obligation of the new owner or owners. The lien created by this paragraph shall be subordinate to any deeds of trusts liens, presently existing or hereafter created.

3. The grantor reserves unto itself, its successors and 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 15 feet wide at any point along the side or rear of any of the sites or tracts in said subdivision and at any point within 35 feet of the center of any road. Guy wires, if required, may extend beyond the 35 foot limit, if necessary.

4. No building of a temporary nature and no house trailers or mobile homes shall be erected or placed on any of the sites or tracts in said subdivision except those customarily erected in connection with building operations; and in such cases, for a period of time not to exceed four (4) months.

5. Minimum size of any residence constructed in said subdivision shall contain at least 500 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.

6. All of the sites and tracts in this subdivision shall be used for residential and/or recreational purposes only and any garage or barn must conform generally in appearance and material with any dwelling on the said tracts.

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7. No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any of the sites or tracts within this subdivision, nor upon any building erected thereon except directional and information signs of the grantor

8. No building shall be erected closer than 75 feet from the center of any street or road, nor closer than 35 feet set back to the side or rear of the site or tract line, with the exception that when two or more sites or tracts are used together for the construction of only one dwelling, then said 35 foot set back shall apply only to outside lines.

9. All septic systems must comply to all county and state regulations. No house shall be constructed on said site or tract until a septic tank permit has been obtained from the State Health Department.

10. The real estate heretofore conveyed and the sites and tracts in this subdivision shall not be subdivided.

11. No driveway leading from any of the main subdivision roads may be constructed which impedes the function of the road drainage ditches. For any driveway crossing a road drainage ditch, a minimum of 15 inches in diameter culvert must be used in a fashion to insure adequate water flow along road drainage ditches.

12. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on said sites or tracts. No trash dumps accumulation of brush, piles of soil or any other unsightly material shall be permitted upon said sites or tracts except as is essential for road construction and other developmental purposes of the grantor, its successors and assigns.

13. No motorcycle trails and motorcycle trail riding shall be allowed on the real estate herein conveyed and in this subdivision and no recreational riding of motorcycles shall be allowed upon the roadways in said subdivision, however, this does not prohibit owners of the real estate or sites and tracts in this subdivision from using and riding motorcycles over and upon the roadways situate in said subdivision to and from their employment or for legitimate business reasons.

14. 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 situate in said subdivision to institute 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.

15. Nothing herein is to be construed to prevent the grantor from placing further covenants or easements on any sites and tracts in said subdivision which have not been conveyed by them.

16. Cutting or destruction of trees more than four inches in diameter shall be prohibited except those diseased, damaged or for clearing of building sites, driveways and roads.

17. No discharging of firearms within 500 feet of any residence recreational facility or access road in said subdivision is allowed.

18. Invalidation of any one of these covenants by judgment of Court Order, shall in no wise affect any of the other provisions which shall remain in full force and effect.

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19. No part of any sites or tracts sold by the grantor may be sold or used as a road or as a road right of way to any property other than public roads outside of the said subdivision and the roads shown on the plat of the subdivision.

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Be it remembered that on the 4th day of June, 1999, at 11:46 A.M., this Deed was presented in the Clerk's Office of the County Commission of said County and with the certificate thereof annexed, admitted to record.

Attest: Sharon W. Link Clerk  
County Commission, Hampshire County, W. VA. AS