

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 grantors further grant and convey unto the said grantees, their heirs and assigns, the perpetual right to use the existing 40 foot wide roadway, running over the real estate herein conveyed from State Route Number 3/5 for the purpose of ingress and egress to and from the property herein conveyed. The grantors, their 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 heretofore conveyed by the deed to which these protective covenants are attached.
2. The grantors may assess each tract owner of Mountain Heritage Estates Subdivision a sum not to exceed \$35.00 per year, per tract, 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 may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of tract 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 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 tract, and on or before the 31st day of each year thereafter. When more than one tract is owned by a party or parties, in the event of resale of one or more tracts, then the obligation to pay the said assessment and levy shall become the obligation of the new owner or owners.
3. The grantor reserves unto themselves, their successors 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 15 feet wide at any point along the side or rear of any of the 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 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 4 months. This shall not prohibit the erection of a toilet complying with provisions of paragraph No. 9 below.
5. Minimum size of any residents constructed in said subdivision shall contain a 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 8 months of the commencement of construction. No part of any tract sold by the grantor may be sold or used as a road or as a right of way to any property other than public roads outside of said subdivision. This covenant shall not apply until said tracts are sold by the grantor.
6. All of the 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.

- 7. No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any of the 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 tract line, with the exception that when two or more 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 toilets constructed on said tracts shall conform to the regulations of the appropriate county and state health department, and be placed in a secluded area whenever possible. No building shall be constructed on any tract until a septic tank permit has been obtained from the State Health Department.
- 10. The real estate heretofore conveyed and the 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 12 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 tracts. No trash dumps or accumulation of brush, piles of soil or any other unsightly material shall be permitted upon said tracts, except as essential for building or private road construction. Erosion of the soil shall be prevented by all reasonable means.
- 13. Nothing herein is to be construed to prevent the grantor from placing further covenants or easements on any tract in said subdivision which shall not have already been conveyed by them.
- 14. If the parties hereto, or any of them, or their heirs, successors 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. 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 real estate or 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.
- 16. The grantor shall construct a lakesite in this subdivision and said lakesite is to be used in common by all property owners in said subdivision and there is hereby granted unto the grantees a right of way to said lakesite said right of way to be established by the grantor upon the completion of said lakesite and roadways to and from the same.
- 17. No streams on the real estate herein conveyed and on tracts in said subdivision may be obstructed by dam or otherwise without the written consent of the grantor, their successors or assigns, however, this covenant shall not be read to prevent the grantor from building lakesites on and in this subdivision and obstructing streams for this purpose.
- 18. Invalidation of any one of these covenants by judgment or Court order, shall in no wise effect any of the other provisions which shall remain in full force and effect.

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STATE OF WEST VIRGINIA, County of Hampshire, to-wit:  
 Be it remembered that on the 26th day of June, 1998 at 3:59 P.M.,  
 this Contract of Sale was presented in the Clerk's Office of the County Commission of said County  
 and with the certificate thereof annexed, admitted to record.  
 Attest: Tammy C. Keller Clerk  
 County Commission, Hampshire County, W. VA. ps