

RESTRICTIVE COVENANTS, RESERVATIONS AND CONDITIONS

For the mutual benefit of all owners of parcels of real estate being a part of the aforesaid South Potomac Trough Farm No. II, and also known as the Paul F. McNeill Farm, the following restrictive covenants, reservations and conditions are imposed upon the real estate being conveyed herein and same shall run with the land and be deemed a part of the covenants of the title to this parcel as well as all other parcels of said farm.

1. The grantors reserve unto themselves, their heirs or assigns, the right to erect or place under ground and to maintain all utility poles, conduits, equipment, sewer and water lines, or to grant easements, or rights of ways therefor, over, on or along the access roads, or over or on a strip of land 20 feet wide at any point along the sides, rear or front of any parcel.

2. All parcels shall be used for residential or recreational purposes only. No business or commercial enterprises of any kind shall be permitted or conducted thereon. No livestock or poultry shall be raised or produced for sale or kept thereon except household pets.

3. No signs or billboards or advertising of any nature shall be erected, placed or maintained on any parcel, except directional and information signs.

4. All septic tanks, toilets, sewage and waste disposal systems placed on said parcels shall conform to the regulations of the West Virginia State Health Department and Hardy County Health Department.

5. No junk or inoperable cars, trucks or buses, or parts thereof, accumulated trash or litter, or any other unsightly or obnoxious matters or things shall be left or abandoned on any parcel or portion thereof.

6. No noxious or offensive activity shall be permitted on any parcel, nor shall anything be done thereon which may be or become an annoyance or public or private nuisance.

7. No buildings of a temporary nature shall be erected on said parcels except those customarily erected in connection with building operations and then for only a maximum period of 6 months.

8. Nothing herein is to be construed so as to prevent the grantor from placing further restrictions or conditions on any tract or parcel in any portion of said farm which have not already been conveyed by them, nor from executing minor waivers of said restrictions where such waiver does not materially change the intent of these restrictions, conditions and covenants.

9. After the sale of all parcels composing said farm have been completed by grantors, or sooner at the discretion of the grantors, the covenants, restrictions and conditions contained herein may be amended at any time by agreement and ratification of all owners of said parcels and shall be duly recorded in the land records of Hardy County.

10. Invalidity of any of these covenants, restrictions or conditions by court order shall in nowise effect other provisions herein, which shall remain in full force and effect.

STATE OF WEST VIRGINIA, Hardy County Commission Clerk's Office August 16, 1980 ✓

The foregoing Deed, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste Lee R. Hartman Clerk.