

Mailed 7-12-79
Appalachian Gold, LTD.
P. O. Box 171
Moorefield
West Virginia 26836

PROTECTIVE COVENANTS, CONDITIONS
AND RESERVATIONS FOR OAKMONT

The following are protective covenants, conditions and reservations which shall apply to the subdivision of "Oakmont" lying and being situate in Moorefield District, Hardy County, West Virginia, which entire tract contains 124.134 acres, as determined by a recent survey made of said tract by David O. Heishman, Licensed Land Surveyor No. 536, and being the same real estate which was conveyed to Appalachian Gold, Ltd., a West Virginia corporation, by Harold B. Littlehales and Dianne L. Littlehales, his wife, by a deed dated the 9th day of June, 1979, which is of record in the office of the Clerk of the County Court of Hardy County, West Virginia, in Deed Book No. 156, at page . Each and every one of these covenants, conditions and reservations is, and all are, for the benefit of each owner of the various tracts within the subdivision of "Oakmont" or any interest therein, and shall be construed as covenants and conditions and reservations running with the title of the land and with each and every part and parcel thereof, regardless of how title was acquired, and said covenants, conditions and reservations shall remain in full force and effect unless and until modified by the owners of the various tracts of "Oakmont" as hereinafter set forth.

In the event of a violation or a breach of any of the following covenants, conditions or reservations, or a threatened breach thereof, the owner or owners of any tract or tracts in "Oakmont" shall have the right to enjoin the same with proceedings at law against the person or persons violating or threatening to violate said covenants, conditions and reservations, and such owner or owners enforcing same shall have the right to recover just damages for themselves and on behalf of all other owners of the various tracts or parcels of real estate in "Oakmont". No delay or omission in exercising any rights, powers or remedies, provided in this

AND WALTERS
ORNEYS AT LAW
MOOREFIELD,
WEST VIRGINIA

paragraph, shall be construed as a waiver thereof or an acquiescence therein.

The invalidation by any court of any specific covenant or condition or reservation shall in no way affect any other covenant, condition or reservation, and all covenants, conditions and reservations not expressly invalidated shall remain in full force and effect.

1. The Grantor reserves unto itself, its successors or assigns, the right to erect and maintain telephone and electrical light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights of way therefor, with the rights of egress and ingress for the purpose of erection or maintenance on, over or under, a strip of land twenty-five (25) feet wide at any point along the sides, rear or front lines of any of the tracts within the subdivision.

2. Any further subdivision of any of the tracts or parcels of real estate within said subdivision must be in accordance with all applicable laws and regulations of the State of West Virginia, and of the County of Hardy, and any further subdivision shall not result in any tract or parcel of real estate comprising less than five (5) acres.

3. No mobile homes or house trailers may be placed on any tract or parcel of real estate within the subdivision, except that motor homes, tents or campers may be temporarily utilized but shall not be left on said real estate when not inhabited, except for the period of time when a dwelling may be under construction, which said period of time shall not exceed eight (8) months.

4. No hunting of any game of any nature, type or kind whatsoever, shall be allowed within the subdivision of "Oakmont."

5. No building shall be erected closer than fifty (50) feet to any road right of way, nor closer than twenty-five (25) to the side or rear of any tract division line.

6. All toilets and sewage facilities constructed on said

tracts within the subdivision shall conform to the applicable laws and regulations of the West Virginia State Department of Health then in existence.

7. No trucks, busses, old cars or unsightly vehicles of any type, kind or description, may be left or abandoned on said tracts.

8. All tracts within the subdivision, whether occupied or unoccupied, and any improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly be reason of the accumulation of trash, rubbish, garbage, debris, junk, or any other refuse thereon.

9. The construction of any driveway or roadway on any tract shall be done in such a manner so as not to interfere with the use of the main roadways within the subdivision, and such construction shall also be in such a manner as to prevent undue damage by drainage or otherwise to said main roadways.

10. All tracts within "Oakmont" shall be subject to a reservation of a road right of way being Twenty (20) feet in width as shown on a plat of said subdivision.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except normal household pets such as dogs and cats, provided, however, that those said household pets are not kept, bred or maintained for any commercial purposes.

12. Nothing herein is to be construed so as to prevent the Grantor from placing further covenants, conditions or reservations or easements on any lot which shall not have already been conveyed by the said Grantor herein.

13. That no billboard, shop, public garage, automobile service station, factory, tavern, dance hall, hospital, asylum, or a structure for kindred purposes shall be erected or maintained on any property within this subdivision, nor shall any building on any lot be converted into or used for such purposes, but said premises shall be occupied and used for residential purposes only and not otherwise, with the exception that an office may be maintained

within a dwelling home situate on any of the tracts herein.

14. No stream, water course, or spring, on or near any tract, may be contaminated or permanently blocked in any manner whatsoever.

15. Only one dwelling may be placed on any lot unless such lot is subdivided pursuant to the provision for same herein contained. No dwelling shall be permitted on any tract or parcel of real estate unless the square footage of said dwelling is at least one thousand (1,000) square feet exclusive of porches, garages, carports, etc.; however, any finished basement area of any dwelling house shall be allowed to be included as part of the 1,000 square feet.

16. The protective covenants, conditions and reservations set forth in this document may be changed upon approval of 75% per cent of the landowners of all tracts within the subdivision.

17. Each and every owner or owners of each and every tract or parcel of real estate within the subdivision of "Oakmont" shall have a right of way for the purpose of egress and ingress to and from Route 55 and said tract or parcel of real estate owned. It is understood, however, that said right of way shall be along existing roadways within said subdivision and that said right of way shall be for the purpose of allowing ingress and egress from said tract or parcel of real estate to Route 55, and that said right to use said right of way or roadway shall extend only so far as the tract or parcel of real estate owned. It is further made known that landowners other than those landowners within the subdivision of "Oakmont" may have the right to use the rights of way or roadways within the subdivision of "Oakmont".

18. Each lot owner, including the Grantor herein, must contribute on a pro rata basis with owners of all acreage entitled to the separate right of way usage within said subdivision upon a call of the landowners owning fifty-one (51) per cent of the acreage served by said right of way or roadway.

19. All of the foregoing matters shall be incorporated by reference hereto in deeds to tracts or parcels of real estate within the subdivision of "Oakmont" and shall be as binding and effective as though set out textually verbatim in said deeds, it being understood that each of the foregoing items shall be referenced hereto and become a part and parcel of every such deed.

Dated this the 10th day of June, 1979.

APPALACHIAN GOLD, LTD.
A West Virginia Corporation

By: Harold B. Littlehales
Harold B. Littlehales
Its President

(CORPORATE SEAL)

ATTEST:

Dianne L. Littlehales
Dianne L. Littlehales
Secretary

STATE OF WEST VIRGINIA
COUNTY OF HARDY, to-wit:

I, Jack H. Walters, a Notary Public in and for the County and State aforesaid, do hereby certify that Harold B. Littlehales, President of Appalachian Gold, Ltd., a corporation, whose name is signed to the foregoing writing, bearing date the 10th day of June, 1979, has this day in my said County and State, before me, acknowledged the said writing to be the deed and act of said corporation.

Given under my hand this 10th day of June, 1979.

My commission expires June 5, 1985.

Jack H. Walters
Notary Public

SEE AND WALTERS
ATTORNEYS AT LAW
MOOREFIELD,
WEST VIRGINIA

This instrument prepared by Jack H. Walters,
Attorney at Law, Moorefield, W. Va. 26836.

STATE OF WEST VIRGINIA, Hardy County Commission Clerk's Office July 10, 1979

The foregoing ~~Deed~~ ^{Covenant} ~~instrument~~ together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste Lee R. Shetman Clerk.