PROTECTIVE COVENANTS

SECTION II, EDWARDS RUN PROPERTIES

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, in common with any other person or persons owning any real estate situate in Section II of Edwards Run Properties the existing 50 foot wide roadway running through said section for the purpose of ingress and egress to and from the property herein conveyed and for the purpose of going to and from other parts of said section. The grantor, 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 may assess each lot owner in Section II of Edwards Run Properties a sum not to exceed $50.00 per year, per lot, for the use, upkeep and maintenance of the roadways situate in Section II, now constructed or to be constructed, 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 lot owners within said Section II, elected by the property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within said section 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 lot, and on or before the 31st day of each year thereafter. When more than one lot is owned by a party or parties, in the event of resale of one or more lots, then the obligation to pay the said assessment and levy shall become the obligation of the new owner or owners. This covenant shall not be read or construed to limit the road committee to be appointed from increasing this assessment to more than $50.00 per year if the lot owners in said section so desire. Any lots subdivided in accordance with covenant no. 9 hereafter shall be deemed to be a separate lot in this section and each lot so subdivided shall be liable for the aforesaid $50.00 fee and all covenants herein shall apply to said lots as subdivided.

3. The grantor reserves unto itself, its successors or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, TV cable lines, TV cable 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 and maintenance, over or under a strip of land 15 feet wide on either side of the aforesaid 50 foot wide roadway.

4. No building of a temporary nature and no house trailers or mobile home shall be erected or placed on any of the lots in Section II of Edwards Run Properties, 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. 8 hereafter, nor shall it prohibit the lot owners from camping on their real estate but not to exceed 15 consecutive days duration or 30 accumulated days in any one calendar year.

MAN[redacted]KEADLE, L.C.
ATTO[redacted]S AT LAW
LD BANK OF ROMNEY BLDG.
OMNEY, W. VA. 26757

5. Minimum size of any residence constructed in Section II of Edwards Run Properties, shall contain at 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.

6. All of the lots in this section shall be used for residential, recreational and/or farming purposes only, and any barn constructed on any of the lots in this section must conform generally in appearance and material with any dwelling on the said lots.

7. No signs, billboards, or advertising of any nature, shall be erected, placed or maintained on any of the lots within Section II of Edwards Run Properties, nor upon any building erected thereon except directional and information signs of the grantor. For Sale signs on specific lots for the sale of said lots shall be allowed.

8. All toilets constructed on said lots 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 lot until a septic tank permit has been obtained from the State Health Department.

9. The real estate heretofore conveyed and the lots in this section as they originally appear on the plat of this section shall not be subdivided into lots smaller than 5 acres. Lots so subdivided shall have a minimum of 300 feet of road frontage on an original existing road as shown on said plat of this section.

10. No driveway leading from the main road in Section II may be constructed in such a manner as to impede 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.

11. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on said lots. No trash dumps or accumulation of brush, piles of soil or any other unsightly material shall be permitted upon said lots, except as essential for building or private road construction. Erosion of the soil shall be prevented by all reasonable means.

12. There is reserved for the use and benefit of all the owners in Section II of Edwards Run Properties the lake situate in said section, a beach sight located near said lake and an easement from the beach sight to the 50 foot wide roadway, said area to be used in common by all the lot owners in this section and to be maintained by them, and as shown on the plat of Edwards Run Properties, Section II.

13. No internal combustion powered crafts of any kind or description shall be permitted on the lake.

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 Section II of Edwards Run Properties 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 for such violation.

OKMAN AND KEADLE, L.C.
ATTORNEYS AT LAW
E OLD BANK OF ROMNEY BLDG.
ROMNEY, W. VA. 26757

15. No motorcycle trails and motorcycle trail riding shall be allowed on the real estate herein conveyed and in this section and no recreational riding of motorcycles shall be allowed on the roadways in Section II, Edwards Run Properties, however, this does not prohibit owners of real estate or lots in this section from using and riding the motorcycles over and upon the roadways situate in said section to and from their employment or for legitimate business reasons.

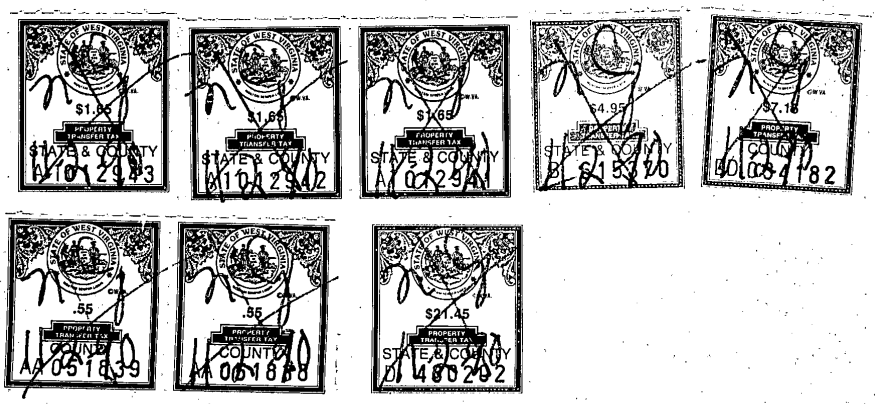
16. No more than one family dwelling shall be constructed on each lot in this section. However, this shall not prohibit the lot owners from constructing one additional guest house, provided that said guest house is not used for commercial purposes, it being the intent of this restrictive covenant to prevent all lot owners from constructing dwelling or other buildings on the lots in this section for commercial purposes.

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

18. No streams on the real estate herein conveyed and on lots in said section 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 lake sites on and in this section and obstructing streams for this purpose.

19. There is reserved for the use and benefit of all the owners in Section II of Edwards Run Properties the parking area and the shale pit adjacent to the parking area, said area to be used in common by all the lot onwers in this section and to be maintained by them, and as shown on the plat of Edwards Run Properties, Section II. The intent of this covenant is to provide shale for repairs and maintenance of the roads in Section II as shown on the plat of this section.

20. Invalidation of any one of these covenants by judgment or court order, shall in no wise affect any of the other provisions which shall remain in full force and effect.



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

Be it remembered that on the 2nd day of November, 1990, at 11:13 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 Nancy C. Teller, Clerk
County Commission, Hampshire County, W. Va.

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO 94452-90