

This conveyance is subject to the following terms, stipulations, covenants, and conditions which shall be binding upon the grantees herein; their heirs and assigns, and shall be considered covenants running with this land.

(1) The parties of the second part herein, their heirs and assigns, hereby contract and agree to pay the sum of \$10.00 annually for each lot owned by them into a maintenance fund to be established by the M & W Associates, a West Virginia Corporation; said fund to be used for the maintenance of roads, ways public areas, lakes and ponds, including the stocking of fish therein; provided, however, that after said maintenance fund has been established and in use for a period of twenty (20) years then upon agreement of M & W Associates, Inc. a West Virginia Corporation, its heirs and assigns, and a majority of the persons owning lots in the subdivision this maintenance fund may be abolished and thereafter parties of the second part, their heirs and assigns, shall not be liable for contributions thereto, and provided further that the M & W Associates, Inc. shall have the right to increase the amount of contributions by each lot owner if the expense of maintaining the roads and ways and other matters as above set forth increase in future years. And it is further agreed among all the parties hereto that if there be a failure to pay the assessment into the maintenance fund as above provided, then the amount owed into said fund shall become a lien upon the lot or lots owned by the persons in default and same shall be enforceable at the option of the M & W Associates Inc.

(2) Land use and Building Type: All of the lots subject to these protective covenants shall be residential lots. No structure, including toilets, shall be erected, altered, placed or permitted to remain on any residential buildings provided the plans for the said buildings are approved by M & W Associates, Inc.

(3) Nuisances: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(4) Signs: No advertising sign, billboard or other device shall be permitted, erected, placed or suffered to remain upon any lot except that this covenant shall not prohibit the use of a professional sign not to exceed one (1) square foot, in size, or the use of "For Sale" signs by the owner or bona fide real estate agents and/or builders.

(5) There will be trash containers furnished by the M & W Associates Inc. maintenance fund at various locations for trash, debris, etc., therefore, each purchaser and/or owner will be responsible for their own area plus aid to any public areas being kept clean.

(6) Purchasers may clear, grade or install off street parking on their own lots provided no changes are made in ditch line on street or throw bushes or surface water on any adjoining lot.

(7) The parties of the second part herein hereby agree to make the real estate above described available to public utility companies for development of electric power, water, sewage and other utilities that will be used by most of the lot owners in this subdivision.

(8) It is mutually agreed that if there be a breach by parties of the second part of any of the covenants and agreements heretofore set out, then they shall lose all privileges to the use of all public and private areas heretofore acquired for the use of the lot owners aforesaid.