

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 Foxes Den Subdivision, the existing 40 foot wide roadway running throughout said subdivision 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 subdivision. 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 tract owner of Foxes Den Subdivision a sum not to exceed Thirty-Five Dollars (\$35.00) per year, per tract, for the use, upkeep and maintenance of the roadways situate 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 itself, its 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 and maintenance on, over or under a strip of land 10 feet wide on either side of the aforesaid 40 foot wide roadway.

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 four (4) months. This shall not prohibit the erection of a toilet complying with provisions of Paragraph No. 9 below, nor shall it prohibit the tract owners from camping on their real estate.

5. Minimum size of any residents constructed in said subdivision 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 eight (8) months of the commencement of construction.

6. All of the tracts in this subdivision shall be used for residential, recreational and/or farming purposes only, and any

garage or barn constructed on any of the tracts in said subdivision must conform generally in appearance and material with any dwelling on the said tracts.

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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 in the fields, it being the intention of these restrictive covenants to restrict the construction of buildings to the wooded areas.

9. If it is necessary to place electric lines across the fields in this subdivision, same shall be buried.

10. 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.

11. The real estate heretofore conveyed and the tracts in this subdivision shall not be further subdivided without the unanimous consent of all the land owners.

12. No driveway leading from any of the main subdivision roads 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 12 inches in diameter culvert must be used in a fashion to insure adequate water flow along road drainage ditches.

13. 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.

14. There is reserved for the use and benefit of all the owners of 20 acres or more of this subdivision, the lake situate in said subdivision, a 20 foot walking easement around said lake, a beach site located near said lake and an easement to the Cacapon River, said areas to be used in common by all of the tract owners of this subdivision and to be maintained by them.

15. No motor powered crafts of any kind or description shall be permitted on the lake.

16. 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 for such violation.

17. 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 on 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.

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.

19. No hunting or discharging of firearms shall be allowed on any of the tracts in this subdivision.

20. No more than one (1), one family dwelling shall be constructed on the tracts in this subdivision. However, this shall not prohibit the tract owners from constructing one (1) 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 tract owners from constructing dwellings on the tracts in this subdivision for commercial purposes.