

The real estate conveyed by this 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:

The grantor may assess the grantees a sum not to exceed Thirty-Five Dollars (\$35.00) per year for the use, upkeep and maintenance of the roadways mentioned in the deed to which these protective covenants are attached. It is further understood and agreed that the real estate herein conveyed may be subdivided but in no event shall any tract so subdivided contain less than five (5) acres each, and in the event said real estate is so subdivided then and in such event, each new tract owner may be assessed a sum not to exceed Thirty-Five Dollars (\$35.00) per year for the use, upkeep, and maintenance of said roadways. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of tract owners within Mountain Heritage Estate Subdivision, elected by the property owners, and any assessment made pursuant to this paragraph shall constitute a lien on the real estate herein conveyed or any tract which may be subdivided therefrom 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 (1) tract is owned by a party or parties, in the event of resale of one (1) or more tracts, then the obligation to pay the said assessment and levy shall become the obligation of the new owner or owners.

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 4 months. This shall not prohibit the erection of a toilet complying with provisions of paragraph No. 8 below.

Minimum size of any residence constructed on the real estate 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.

The real estate herein conveyed shall be used for residential and/or recreational purposes only.

No signs, billboards, or advertising of any nature shall be erected, placed or maintained on the real estate nor upon any building erected thereon except directional and information signs of the grantor.

No building shall be erected closer than seventy-five (75) feet from the center of any street and road, nor closer than thirty-five feet (35') to any perimeter line of the real estate herein conveyed.

All toilets constructed on said real estate 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.

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

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 person or persons owning any real estate in Mountain Heritage Estates Subdivision or any person or persons owning a portion of the real estate herein conveyed 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 or other dues for such violation.

No motorcycle trails and motorcycle trail riding shall be allowed on the real estate herein conveyed and no recreational riding of motorcycles shall be allowed upon the roadways in Mountain Heritage Estates Subdivision, however, this does not prohibit owners of the real estate herein conveyed or any part thereof if later subdivided from using and riding motorcycles and upon the roadways situate on the real estate herein conveyed and in Mountain Heritage Estates Subdivision to and from their employment and for legitimate business reasons.

Invalidation of any one of these covenants by judgment or Court order shall in no wise effect any of the other provisions contained herein which shall remain in full force and effect.

STATE OF WEST VIRGINIA, County of Hampshire, to-wit: Be it remembered that on the 26th day of October 1992, at 11:36 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.

CAROL A. HARRIS, INC., SPENCER, W. VA. REORDER NO. 976022E-92

Attest Nancy C. Zeller Clerk
County Commission, Hampshire County, W. VA.