

41738

DEED COVENANTS

288

SHORT MTN. HEIGHTS

This declaration of easements, protective covenants and beneficial restrictions shall run with the land and shall be referenced as part of every contract of sale and conveyance of title.

1. Each owner shall have an easement over the roads of the subdivision for access to and from State Road 11, Del Ray Road (also called North River Road) to his lot within the subdivision and to and from the parking area at HIGH MOUNTAIN TURN for the purpose of ingress and egress to and from the 8,000 acre hunting and fishing area known as SHORT MOUNTAIN, administered by the West Virginia Department of Natural Resources.
2. Maintenance, and repairs to said roadways within the subdivision shall be performed on a continuing basis by the Short Mtn. Heights Property Owners Association. The maintenance fee shall be \$30.00 annually, with a one-time initial membership fee (to be used for organizational and administrative purposes) of \$10.00 per lot owner. The annual fee, however, is payable per lot owned and does not apply to the unsold inventory of the developer.
3. The developers reserve unto themselves, and in behalf of the said Association, their heirs and assigns, an easement or right-of-way over, under or through a twenty foot strip of land along every lot line of every lot in the subdivision for the purpose of facilitating the granting of rights-of-way for maintenance and utilities.
4. No commerce or business of any type is allowed within the subdivision. No signs of any kind are permitted except directional and informational signs of the developer and name and lot number signs of the several owners.
5. Mobile homes are not allowed to be utilized on or upon any lot fronting SHORT MOUNTAIN BLVD (the main road leading up to Short Mountain). However, motor homes, camping trailers and camping in general is permitted on each and every lot within the subdivision. No buses, trucks, old cars or unsightly conditions will be permitted to exist on any lot if deemed to be left, stored or abandoned. The Owners Association reserves the right to promulgate and implement additional rules and regulations from time to time.
6. Sewerage and waste systems shall conform to West Virginia regulations.
7. No structure of any kind shall be built within twenty-five (25) feet of any property line without written variance from the Property Owners Association. No driveway or access to any lot may be built across a road ditch without the installation of an appropriate culvert to divert storm water runoff and protect the roads from washout. Lots 44, 45, 46, 47, 52, and 53 have power transmission line right-of-way. No structure may be built upon said right-of-way.
8. Since private access is afforded to 8,000 acres of hunting lands, no charge of firearms or hunting is permitted within 150 yards of any residence, campsite, posted land, or otherwise improved property within the subdivision.
9. These covenants may be amended by two-thirds vote of the members in standing, or by the developer provided such change, modification, or amendment is duly recorded among the land records of Hampshire County, West Virginia. The Property Owners Association shall be formed in Autumn, 1986, and the organizational meeting shall be called by the developer. Voting at meetings shall be on the basis of one vote per lot owned and a simple majority shall prevail on all questions except

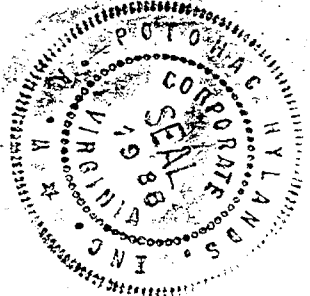
fees and deed covenant changes as indicated above.

0. Determination by any court of proper cognizant jurisdiction that any provision herein is invalid for any reason whatever, shall not affect the validity of the balance of these provisions or regulations of the Property Owners Association.

1. SPECIAL RESTRICTIONS: Owners of lots numbered 1 thru 7, 14 thru 39, and 57 thru 60 are required to build on permanent foundations complying with local code. Also, while owners of these lots are not required to build at any time, they must - if building - conform to this paragraph and further, may not erect more than one residence per lot. No single-wide mobile homes are allowed on these lots.

(These covenants contain 11 paragraphs)

IN WITNESS WHEREOF, The undersigned has caused these presents to be signed by ROYCE B. SAVILLE as ATTORNEY-IN-FACT for MARTIN I. PRICE, of WV POTOMAC HYLANDS, INC., A VIRGINIA CORPORATION, and its corporate seal affixed hereto by its proper officer thereunto duly authorized on this the 14th day of August, 1986.



WV POTOMAC HYLANDS, INC.,
A VIRGINIA CORPORATION
BY: Royce B. Saville
Attorney-in-fact for
MARTIN I. PRICE
(see Deed Book 285, Pg. 747)

STATE OF WEST VIRGINIA,
COUNTY OF HAMPSHIRE, TO WIT:

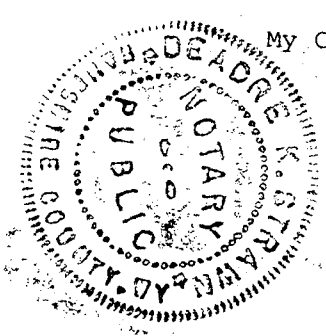
I, Deadre K. Rinker, a Notary Public in and for the aforesaid County and State do hereby certify that Royce B. Saville as Attorney-in-fact for MARTIN I. PRICE of WV Potomac Hylands, Inc., a Virginia Corporation, has acknowledged the same before me in my County and State on this the 14th day of August, 1986.

My Commission Expires: June 12, 1994

Deadre K. Rinker
NOTARY PUBLIC

Commissioned as: Deadre K. Strawn

THIS INSTRUMENT WAS PREPARED BY: ROYCE B. SAVILLE
ATTORNEY AT LAW,
95 W. MAIN STREET, P.O. BOX 2000,
ROMNEY, WEST VIRGINIA 26757-2000



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

Be it remembered that on the 14th day of August, 1986, at 11:23, A M., this Covenants 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. Feller Clerk
County Commission, Hampshire County, W. Va.