

THIS DEED OF DEDICATION IMPOSING RESTRICTIVE COVENANTS, made and entered into this August 21, 1984, by and between CHARLES FORD REDICK, TRUSTEE, party of the first part, and purchasers of lots in Jordan Run Subdivision, its successors, and/or assigns, herein the Grantee.

WITNESSETH:

WHEREAS, the party of the first part is the legal and equitable owner of those parcels of land described on Exhibit A, which is attached hereto and incorporated herein by reference;

WHEREAS, it is the desire of the party of the first part to subdivide said parcels of land as shown on the attached plat, dated July 10, 1981, prepared by Leon J. Wilson, Licensed Land Surveyor 296, and recorded in Map Book 3, Page 2, of the land records of Grant County, West Virginia;

NOW THEREFORE, and in consideration of the premises and other good and valuable considerations, the receipt of which is hereby acknowledged, said party of the first part does hereby dedicate and subdivide the said parcels of land into the lots as shown on said plat which plat is incorporated herein by reference, said subdivision to be known as JORDAN RUN SUBDIVISION and does hereby:

(1) Dedicate and reserve and subject the said parcels of land to the easements and rights of way shown upon the parcels of land, all as indicated on said attached plat.

(2) Reserve the right to grant such other covenants, restrictions, or easements and rights of way for the construction, maintenance, and operation of utilities, drainage, storm sewer and sanitary sewer facilities, and streets, parking areas, and ingress and egress, as may be necessary in the orderly development of the parcels of land.

(3) Dedicate the streets, avenues, drives, lanes, roads and boulevards shown thereon as public thoroughfares, all as indicated on said attached plat.

AND FURTHER, in order to effectuate the purposes above expressed, the party of the first part, for the benefit of himself, his successors and assigns, does hereby make known, admit, publish, declare, covenant and agree that the lots hereinabove dedicated shall hereafter be subject to the following covenants and restrictions which shall be taken to be real covenants running with the land and binding upon all purchasers, mortgagees, owners and holders of the said lots, or any part thereof, and upon their heirs, distributors, executors, administrators, and assigns.

The owner of each lot or re-subdivided lot, by acceptance of a deed thereto, automatically becomes a member of the Jordan Run Subdivision Property Owners Association and is deemed to covenant and agree to pay One Hundred Dollars (\$100.00) per year, beginning January 1, 1985, and to pay annually thereafter to the Property Owners Association, to be created as hereinafter set forth, an amount determined by the positive vote of owners of at least two-thirds (2/3) of the Owners in said Jordan Run Subdivision Property Owners Association as necessary for the purpose of maintaining all fifty (50) foot wide rights of ways and the roads thereon shown on the attached plat, and any common areas, including the removal of snow and the repairs and improvements of the roadways. Notwithstanding the above, the Board of Directors of the Jordan Run Subdivision Property Owners Association shall have the power to make the annual road maintenance assessment in accordance with the procedure described above, without any direction or authorization from the Jordan Run Subdivision Property Owners Association, provided the assessment is not greater than the amount of the assessment for the prior year plus a percentage increase not greater than the Cost of Living Index

JAMES I. MANION, JR.
Martinsburg, WV 25401.

PLEASE RETURN TO:

increase (urban) as published by the Department of Interior, Bureau of Standards or any replacement index in the event of discontinuance of such Cost of Living Index.

During December of each year, beginning December, 1984, the Jordan Run Subdivision Property Owners Association shall notify each owner, in writing, as to the amount of the assessment which shall be due and payable by the following January 31st. Any payment not made by January 31st shall bear interest from such 31st day of January at the rate of ten percent (10%) per annum, and such delinquent owner shall be liable for costs of collection, if necessary, including reasonable attorney's fees. Each assessment, including interest and costs, shall be the personal obligation of the applicable owner and such owner's personal liability shall terminate upon transfer of all of the property owned by said owner in Jordan Run Subdivision provided the maintenance fees are current as of the time of the transfer and the transferee has assumed in the deed personal liability for the annual road maintenance assessment.

On or before December 31, 1984, or when three-fourths (3/4) of the lots have been sold, whichever occurs first, a Jordan Run Property Owners Association shall be established with membership consisting of the owners (and only the owners) of property in the Jordan Run Subdivision, who shall have one (1) vote per owner. The Jordan Run Property Owners Association shall be governed by the majority vote of the lot owners. A Board of Directors of three (3) to five (5) members shall be selected by the lot owners.

Said annual payments shall be a charge and lien upon the respective lots shown on the attached plat, it being expressly understood that said lien is inferior and subordinate to the lien of any deed of trust hereafter recorded in the Office of the Clerk of the County Commission of Grant County, West Virginia, encumbering the lots subdivided herein, unless record notice to the contrary is given prior to the recordation of such deed of trust. If the owner of any property is in default in the payment of any assessments, including interest and costs of collection, in addition to any other means of collection, the Jordan Run Property Owners Association may bring an action at law against the lot owner personally obligated to pay same and may also sell the property involved at public auction after advertisement once a week for four (4) successive weeks, in some convenient newspaper having general circulation in Grant County, and thirty (30) days written notice mailed to the last known address of said lot owner. Cost of sale shall be paid from the proceeds of sale before the payment of the amount involved. In exchange for Grantor's agreement to maintain said roadways and rights of ways until December 31, 1984, the Grantor shall be exempt from the payments of said annual assessment but such exemption shall not apply to any subsequent owner of any lot or lots owned by the Grantor at the time of this grant.

The Grantor reserved unto himself and his assigns, the right to erect, maintain, operate and replace telephone and electric light poles, conduits, and related equipment and sewer, gas and water lines and the right to grant easements or rights of way thereof, on, over and under a strip of land twenty (20) feet wide along both sides of the fifty (50) foot wide rights of ways and along all property lines not serving as the centerline for rights of ways.

Each lot owner shall have the right of ingress and egress from his lot over the rights of way and roadways as shown on the attached plat.

If the parties hereto, or any of them, or their heirs and assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute 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. Failure to enforce any provision herein contained shall in no way be deemed a waiver of any right to do so hereafter.

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

OIL AND GAS RIGHTS

WHEREAS, the property comprising this subdivision is subject to an oil and gas lease dated March 7, 1979, and of record in said Clerk's Office in Deed Book 125, at Page 290, from predecessors in title to Richard S. Gaddy; and

WHEREAS, the said Charles Ford Redick, Trustee, desires to and hereby assigns all of its interest in said oil and gas lease to all of the Property Owners within Jordan Run Subdivision, and to that end, provided as follows:

A. All delay rentals derived from said lease shall be payable to the aforementioned Property Owners Association, to be divided proportionately by the acre to the lot owners within Jordan Run Subdivision, and

B. Any royalties or other compensation derived from the said oil and gas lease shall be payable to the Jordan Run Property Owners Association, to be distributed proportionately by the acre to the lot owners, after first deducting any administrative expenses thereof, and any road maintenance costs exceeding the amount in the then current road maintenance fund.

WITNESS, the Party of the First Part has acknowledged this Deed and its Declaration of Covenants, all on the date first above written.

WITNESS:

Jack B. DeBose

Charles Ford Redick
CHARLES FORD REDICK, TRUSTEE