Patricia T. Ritchie
1551 Moffett Dr.
Winchester, Va

DBK 270
Pg 20

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RESTRICTIVE COVENANTS AND CONDITIONS FOR EAST VIEW ESTATES

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The following covenants and conditions shall apply to East View Estates, lying and being situate in Sherman District, Hampshire County, West Virginia, and being the same real estate which was conveyed to Ronald W. Turner and Daniel D. Ritchie and Patricia T. Ritchie, his wife, by deed dated August 4, 1986, which is of record in the office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 286, at Page 331. Each and every one of these covenants and conditions is, and all are, for the benefit of each owner of the various tracts within East View Estates, or any interest therein, and shall be construed as covenants and conditions running with the title of the land and with each and every part and parcel thereof regardless of how title was acquired, and said covenants and conditions shall remain in full force and effect unless and until modified by the owners of the various tracts of East View Estates as hereinafter set forth.

In the violation or breach of the following conditions or covenants, or threatened breach thereof, the owner or owners of any tract or tracts in East View Estates shall have the right to enjoin the same with proceedings at law or equity against the person or persons violating or threatening to violate said covenants and conditions, and such owner or owners enforcing same shall have the right to recover just damages for themselves and on behalf of all other owners of the various tracts in East View Estates. No delay or omission in exercising any rights, powers or remedies provided in this paragraph shall be construed as a waiver thereof or any acquiescence therein.

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Invalidation by any court of any specific covenant or condition contained herein shall in no way affect any other condition, and all covenants and conditions not expressly invalidated herein shall remain in full force and effect.

1. The Grantors may assess each tract owner a sum of up to Fifty Dollars ($50.00) per year, per tract, for the use, upkeep (not snow removal), and maintenance of rights-of-way within the subdivision, and that it is further understood that each tract that has a permanent residence situated on it will be assessed in the amount of Fifty Dollars ($50.00) per year, and that tracts not having any permanent residences on same will be assessed in the amount of Thirty-Five Dollars ($35.00) per year. The rights and responsibilities as created by this paragraph may be delegated by the Grantors to a committee of tract owners, appointed by the Grantors, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract until paid, and payment of said assessment and levy shall be made on or before the 15th day of January next following the purchase of any said tract, and on or before the 15th day of January of each year thereafter. When more than one tract is owned by a party or parties and in the event of resale by them of one or more of said tracts, then the obligation to pay said fee shall be binding upon the purchaser or purchasers thereof of said tracts, without any provision therein specifically so providing. After any failure of the Grantors or their heirs, successors or assigns, to exercise the appointive powers set forth before in this paragraph, after reasonable notice by at least two (2) land owners within East View Estates given to the said Grantors, their heirs, successors or assigns in title, a meeting of all land owners within East View Estates may be called and the majority of those present shall be empowered with all the rights and powers the Grantors could have exercised under the provisions of this paragraph.

2. The Grantors reserve unto themselves, their heirs, successors or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and

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water lines, or to grant easements or rights-of-way therefor, with the right of egress and ingress for the purpose of erection or maintenance on, over or under, a strip of land twenty-five (25) feet wide at any point along the sides, rear or front lines of any of the tracts within said subdivision.

3. No further subdivision of any of the tracts within East View Estates will be allowed for a period of twenty (20) years, and then only with approval of ninety (90) percent of the then existing tract owners within East View Estates.

4. No structure of any type or kind whatsoever in East View Estates may be erected closer than twenty-five (25) feet to any road right-of-way within said subdivision, nor shall same be in any manner erected closer than fifteen (15) feet to the sides or rear or front of any tract division line.

5. No trucks, old cars or unsightly vehicles may be left or abandoned on the tracts within East View Estates; however, this item shall not be construed as to prohibit farm machinery or vehicles necessarily used in an active farm situation.

6. The construction of any driveway or roadway on any tract shall be done in such a manner so as not to interfere with the use of the main roadways within the subdivision; such construction of any driveway or roadway on any tract shall also be done in such a manner as to prevent any undue or unnecessary damage by drainage or otherwise to the main roadways. In some cases a pipe may be necessary across the driveway.

7. All tracts within the subdivision, whether occupied or unoccupied, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of the accumulation of trash, rubbish, garbage, debris, junk, or any other refuse thereon.

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8. All rights-of-way within the subdivision of East View Estates are for the exclusive use and benefit of the tract

owners, and only the tract owners of said subdivision.

9. The roadway within the subdivision of East View Estates is fifty (50) feet in width and, as such, each tract is subject to an easement of twenty-five (25) feet of road or roadway on each side of the centerline of said roadway as the situation may be with the various tracts within said subdivision. Each individual tract within the subdivision shall have the right to use the main roadway but only so far as said roadway or right-of-way extends to the farthest property boundary of any individual tract and no further.

10. Upon the sale or conveyance on the part of the Grantors of eighty (80) percent of the tracts within East View Estates, these restrictive covenants and conditions may be changed, altered, amended or deleted upon approval of eighty (80) percent of the then land owners, with the owners of each lot having one vote at a meeting called upon proper notice to all land owners.

11. No commercial business, the existence of which can be ascertained from viewing said lot, will be permitted on any lot, with the exception of a sign not to exceed four (4) square feet.

12. Tract 21 has a small graveyard situated on it, and the descendants and relatives of those buried there shall have the right to visit it over Hillcrest Drive, as shown and depicted on the plat of East View Estates of record in the office of the Hampshire County Commission.

13. Tracts Nos. 16, 17, 18, 19 and 21, inclusively, may, to the extent permitted by law, also use the existing road on the west side of those tracts. This right-of-way extends only to the respective tract and no futher. It is further understood that this roadway or road will not be maintained by the Grantors, their heirs, successors or assigns. It is further made known and understood that said right-of-way, if permitted to be used by law on the part of the owners of Tracts Nos. 16, 17, 18, 19 and 21,

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inclusively, shall not be an exclusive right-of-way or roadway, but shall be used in conjunction and together with all others having a lawful right to use same. It is further made known and understood that since said road or roadway on the west side of Tracts Nos. 16, 17, 18, 19 and 21, inclusively, shall not be maintained by the Grantors, their successors, heirs or assigns, that any owners of Tracts Nos. 16, 17, 18, 19 and 21, inclusively, electing to use said roadway and having the lawful right to use same may be called upon for maintenance of said road or roadway by others having a lawful right to use the same. It is further made known and understood that the Grantors, that being Ronald W. Turner, Daniel D. Ritchie and Patricia T. Ritchie, do not covenant that the owners of Tracts Nos. 16, 17, 18, 19 and 21 shall have a right to use said roadway on the north side of those tracts but, rather, that the Grantors herein, that being Ronald W. Turner, Daniel D. Ritchie and Patricia T. Ritchie, ha done nothing to in any manner encumber or defeat the rights of the owners of Tracts Nos. 16, 17, 18, 19 and 21, inclusively, to use said right-of-way or roadway.

14. Spruce Road is for the exclusive use of Tract 4 and Tract 5 and will not be maintained by the Grantors.

WITNESS the following signatures and seals this the 31 day of December, 1986.

Ronald W. Turner (SEAL)
Ronald W. Turner

Daniel D. Ritchie (SEAL)
Daniel D. Ritchie

Patricia T. Ritchie (SEAL)
Patricia T. Ritchie

SEE, WALTERS & KRAUSKOPF
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MOOREFIELD
WEST VIRGINIA

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit: 25

I, MARY C KLOSTERMAN, a Notary Public in and for the County and State aforesaid, do hereby certify that Ronald W. Turner, whose name is signed to the foregoing writing, bearing date the 26TH day of December, 1986, has this day acknowledged the same before me in my said County and State.

Given under my hand this 27TH day of December, 1986.

My commission expires 6-19-88.

(NOTARY SEAL)

Mary C. Klosterman
Notary Public

STATE OF VIRGINIA
CITY OF WINCHESTER, to-wit:

I, Dorothy Marie Donald, a Notary Public in and for the County and State aforesaid, do hereby certify that Daniel D. Ritchie and Patricia T. Ritchie, his wife, whose names are signed to the foregoing writing, bearing date the 31 day of December, 1986, have this day acknowledged the same before me in my said County and State.

Given under my hand this 31 day of December, 1986.

My commission expires MY COMMISSION EXPIRES MAY 23, 1987.

(NOTARY SEAL)

Dorothy Marie Donald
Notary Public

SEE, WALTERS & KRAUSKOPF
ATTORNEYS AT LAW
MOOREFIELD
WEST VIRGINIA

This instrument prepared by Jack H. Walters,
See, Walters & Krauskopf, Attorneys at Law,
P. O. Box 119, Moorefield, WV 26836.

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

Be it remembered that on the 31st day of December, 1986, at 3:21 P M., this Covenants & Conditions 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.

CASTLE & HARRIS INC., SPENCER, N. YA. RE-ORDER NO 07790-A-66