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Dec: 2-7-06
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BOOK 451 PAGE 687

AMENDED COVENANTS OF CERTAIN LOTS
OF NORTH RIVER FORD SUBDIVISION
RESTRICTIONS, CONDITIONS AND RESERVATIONS
(First Right of Refusal To Purchase Herein Provided For)

WHEREAS, Backwoods, Inc., previous owner and developer of North River Ford, heretofore published certain subdivision Restrictions, Conditions and Reservations for North River Ford Subdivision bearing date September 27, 1989, recorded on September 29, 1989, at the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 313, at Page 128. These restrictions, conditions, protective covenants and reservations pertained to eighteen (18) lots owned by Backwoods, Inc., and the covenants were written to run with the land and be binding upon each prospective lot owner, his heirs, successors and assigns; and

WHEREAS, the Plat of Survey of Backwoods, Inc., is of record in the Hampshire County Clerk's Office in Map Book No. 5, at Page 117; and

WHEREAS, the Plat of Survey was amended and re-recorded heretofore, and is of record in the Hampshire County Clerk's Office in Map Book No. 6, at Page 5; and

WHEREAS, Backwoods, Inc. sold and conveyed the following lots in North River Ford Subdivision to certain third parties: i.e., Lots 1, 2, 12, 13, 17, and 18, and those lots shall continue to bound by the original protective covenants which were published by Backwoods, Inc., dated September 29, 1989, and of record in the Hampshire County Clerk's Office in Deed Book No. 313, at Page 128; and

WHEREAS, Backwoods Inc. subsequently sold and conveyed all of the rest and residue of said lots in North River Ford Subdivision to B. K. Haynes Corporation by Deed dated July 15, 2004, which is of record in the Hampshire County Clerk's Office in Deed Book No. 434, at Page 255; and

WHEREAS, the lots that B. K. Haynes Corporation obtained from Backwoods, Inc., are more particularly described as follows: Lot 3, containing 2.78 acres, more or less; Lot 4, containing 3.22 acres, more or less; Lot 5, containing 3.05 acres, more or less; Lot 6, containing 2.91 acres, more or less; Lot 7, containing 3.04 acres, more or less; Lot 8, containing 3.45 acres, more or less; Lot 9, containing 3.43 acres, more or less; Lot 10, containing 2.45 acres, more or less; Lot 11, containing 2.60 acres, more or less; Lot 14, containing 2.60 acres, more or less; Lot 15, containing 2.69 acres, more or less; and Lot 16, containing 2.67 acres, more or less, and they are also shown on the maps at the Assessor's Office as follows: Lot 3 - Map 2, Parcel 0190; Lot 4 - Map 2, Parcel 0191; Lot 5 - Map 2, Parcel 0192; Lot 6 - Map 2, Parcel 0193; Lot 7 - Map 2, Parcel 0194; Lot 8 - Map 2, Parcel 0195; Lot 9 - Map 2, Parcel 0196; Lot 10 - Map 2, Parcel 0197; Lot 11 - Map 2, Parcel 0198; Lot 14 - Map 2, Parcel 0201; Lot 15, Map 15, Parcel 0202; and Lot 16 - Map 2, Parcel 0203. The source of title is Backwoods, Inc., to B. K. Haynes Corporation, said Deed being dated July 15, 2004, and of record in the Hampshire County Clerk's Office in Deed Book No. 370, at Page 691; and

WHEREAS, Dick A. Heavner, dba Straight Line Surveys, has re-platted the aforementioned Plats of Survey by Replat dated December 7, 2005, reconciling the physical location of the rights of way with their platted location and added ten foot pedestrian easements as limited common elements for the benefit of certain lots within the subdivision, and

WHEREAS, B. K. Haynes Corporation desires to restate and republish the original protective covenants published by Backwoods, Inc., except to the extent that B. K. Haynes Corporation desires to place additional restrictive covenants on the Lots which it obtained from Backwoods, Inc., create three pedestrian walkways as limited common easements, clarify the rights of way for ingress and egress over, across and through North River Ford

Subdivision, provide for a first right of refusal to repurchase the Lots in North River Ford Subdivision which it obtained from Backwoods, Inc., and record the newly obtained December 7, 2005 Replat of Survey which was prepared by Dick A. Heavner of Straight Line Surveys, and which Re-Plat of Survey is dated December 7, 2005, and admitted to record in the Hampshire County Clerk's Office of even date with the recordation of these Amended Protective Covenants. The prior plats of survey of North River Ford Subdivision are also republished. The Heavner Plat is a re-plat of the older Plats of Survey except that it shows the rights of way as they are laid out on the ground as well as the pedestrian walkways which have been added.

NOW, THEREFORE, B. K. HAYNES DOES REPUBLISH THE ORIGINAL PROTECTIVE COVENANTS OF NORTH RIVER FORD SUBDIVISION, AND ALTER AND AMEND THE ORIGINAL COVENANTS AS TO ALL LOTS OWNED AND ACQUIRED BY B. K. HAYNES CORPORATION FROM BACKWOODS, INC. THE LOTS WHICH B. K. HAYNES CORPORATION OBTAINED FROM BACKWOODS, INC., ARE ALSO BOUND BY THE ORIGINAL PROTECTIVE COVENANTS, EXCEPT AS MODIFIED HEREIN. IN SOME CASES B. K. HAYNES CORPORATION HAS ADDED ADDITIONAL PROTECTIVE COVENANTS NOT IN THE ORIGINAL COVENANTS, AND THESE ADDITIONAL COVENANTS APPLY ONLY TO THE LOTS WHICH B. K. HAYNES CORPORATION OBTAINED FROM BACKWOODS, INC. THE LOTS PREVIOUSLY SOLD BY BACKWOODS INC., ARE GOVERNED IN ALL RESPECTS BY THE COVENANTS AND PLAT OF SURVEY REFERENCED IN THEIR DEEDS AND IN THEIR PRIOR CHAIN OF TITLE AND ARE NOT BOUND BY THE PRESENT AMENDED PROTECTIVE COVENANTS.

The following are the Amended Protective Covenants, Conditions and Reservations of North River Ford Subdivision, which is located in Sherman District of Hampshire County, West Virginia, and which Lots are described and referred to in Map 5, at Page 117, and Map Book 6, at Page 5, at the Office of the Clerk of the County Commission of Hampshire County, West Virginia. As stated, Amended Protective Covenants pertain only to the Lots which B. K. Haynes Corporation purchased from Backwoods, Inc. Reference is made to the premises of this instrument for the source of title and actual lots conveyed to B. K. Haynes Corporation by Backwoods, Inc. The Protective Covenants provided for in this instrument run with the land and are binding upon each future lot owner of North River Ford Subdivision, their heirs and assigns. For clarification, original (old) protective covenants are restated herein and contain a memo to that effect. Amended Protective Covenants are also separately referred to herein. All protective covenants run with the land and are binding upon future purchasers of Lots in North River Ford Subdivision which were acquired by B. K. Haynes Corporation from Backwoods, Inc.

1. No garbage, junk or debris shall be allowed on any lot. Junk is defined as anything that is unusable. (Same as original covenants)
2. Mobile homes or double-wide trailers are prohibited, except to the extent authorized by this paragraph. Provided however, that in order to accommodate the time period required to complete construction of a residence, an Owner who has obtained a building permit from the Hampshire County Planning Commission and/or any other applicable agency requiring a permit, may effective with the date that the building permit is issued, temporarily place a mobile home on his/her/its Lot for a period not to exceed twelve months therefrom in order to provide temporary living accommodations during construction. The mobile home/trailer must be removed from the premises upon the occurrence of the earlier of the following two events, i.e. passage of twelve months from date of issuance of building permit or completion of the residence, whichever occurs first. (New Covenant - pertains only to Lot 3; Lot 4; Lot 5; Lot 6; Lot 7; Lot 8; Lot 9; Lot 10; Lot 11; Lot 14; Lot 15; and Lot 16).
3. Original Paragraph three (3) is deleted. (Deletion of paragraph three (3) of the original covenants pertains only to Lot 3; Lot 4; Lot 5; Lot 6; Lot 7; Lot 8; Lot 9; Lot 10; Lot 11; Lot 14; Lot 15; and Lot 16).

4. The Owners of Lots Lot 3; Lot 4; Lot 5; Lot 6; Lot 7; Lot 8; Lot 9; Lot 10; Lot 11; Lot 14; Lot 15; and Lot 16 shall be required to pay an annual road, bridge and cattle guard maintenance fee which is set initially at \$150.00 per annum for each Lot owned, but which may be increased to a maximum of not more than \$300.00 per annum. "Old" lot owners of Lots 1, 2, 12, 13, 17, and 18, are subject to a \$50.00 per annum maximum payment because they obtained title to their Lots prior to the publication of these Amended Covenants. The \$150.00 per annum Lot assessment may be increased up to the maximum of \$300.00 per annum upon a favorable vote of eight of twelve of the following Lot Owners: Lots: 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15 and 16. The annual assessment shall be paid to the Lot Owners Association, which was created pursuant to the terms of the original protective covenants of North River Ford which are of record in the Hampshire County Clerk's Office in Deed Book No. Deed Book No. 313, at Page 128.

5. A Lot Owners Association shall be established within a reasonable period of time and each lot owner shall be considered a member of said Lot Owners Association. The grantor and the lot owners shall have one (1) vote for each lot owned. (Same as Original Covenants)

6. Each lot owner shall have the non-exclusive right of ingress and egress to and from his lot over an existing private road which extends from West Virginia State Secondary No. 11 across the land of others and leading to the subdivision. The Lot Owners Association may be compelled to contribute to the maintenance of the aforesaid private right of way in accordance with the wear and tear, use and burden that the lot owners of said subdivision place upon the private road. In addition, the lot owners shall have a non-exclusive 30 foot non-obstructed right of way to travel in and about the subdivision as is reasonably necessary for ingress and egress to the lot owners parcel of real estate. (Same as Original Covenants).

6A. The Plat of Survey of North River Ford which was prepared for B. K. Haynes Corporation by Straight Line Surveys (Dick Heavner) depicts the rights of way of North River Ford. Rights of way which serve the subdivision are thereon depicted in various locations as "30' Rights of Way". These rights of way are for the benefit of all owners of North River Ford, each of whom has a nonexclusive right over, across and through said 30' foot rights of way for ingress and egress. Provided however, these rights of way are conveyed subject to the rights of persons outside of this subdivision who have or may have the right to use same for ingress and egress to adjacent lands. Provided further, there is an existing access road shown on the newly recorded Plat of Survey (Heavner Survey) which is thereon described as an "Existing Access Road But Not A Deeded Right of Way". This access road is actually in being, but it is not part of the general right of way road system of the North River Ford Subdivision. This access road shall be considered a Limited Common Easement for the benefit of Lots 9, 10, 11, 12, 13, and 14, provided that Grantor hereby quitclaims this Limited Common Easement to the said Lot Owners of Lots 9, 10, 11, 12, 13, and 14, and will not defend title thereto. The future owners of Lots 9, 10, 11, 12, 13, and 14 shall take only such right and title thereto as the said B. K. Haynes Corporation possessed as a successor in title to Backwoods, Inc., and the owners of said lots are required to cooperate to and share in the maintenance of this Limited Common Easement.

6B. The deed to Barbara Delaney Corbliss, dated September 27, 1989, and of record in Deed Book 313, Page 130, provides for construction of a cul de sac on Lot 17. B. K. Haynes Corporation is a successor in title to Backwoods, Inc., and assumes no duty to build or construct a cul de sac, but the owners, their heirs and assigns, of North River Ford are granted the right to establish and construct the cul de sac, if they believe it is necessary or desirable to do so.

6C. The Plat of Survey of North River Ford which is referenced in the Corbliss deed depicts a second right of way to Lot 17. This so-called "lower right of way" was never constructed and is located near the common boundary with Shingleton. This "lower right of way" is described on Dick A. Heavner's December 7, 2005 Re-Plat of Survey of North River Ford Subdivision as a "30' Right-Of-Way as shown on original plat recorded in Plat

Book 6, Page 5: This Right-Of-Way has not been built and will not be built by the owners." B. K. Haynes Corporation is a successor to Backwoods, Inc., and does not intend to construct this right of way. Moreover, Barbara Corbliss uses the existing road right of way shown on the Heavner Plat of Survey, i.e. shown as R5, R6, R7, R8, R9, and R10 on the plat of survey, for ingress and egress to Lots 17 and 18. However, it is understood that the lower right of way shown on the original Backwoods, Inc., Plats of Survey of North River Ford does constitute a limited common easement for Lots 14, 15, 16, 17, and 18. The present "owner", i.e. B. K. Haynes Corporation, does not intend to construct or install said road, and the cost of installation and maintenance shall be shared by Lots 14, 15, 16, 17, and 18, if those owners meet in the future and elect to install the roadway so there is additional access to the lower or back portion of their property. This limited common easement may only be extinguished upon the execution and recordation of a written instrument signed by all of the lotowners having the right to use said limited common easement. If less than all parties cannot agree on cost-sharing to construct the limited common easement, any individual owner may voluntarily assume all of the expense to install the limited common easement and proceed to install the road, in which case future maintenance shall be shared by the parties in accordance with the use that any party places thereon

6D. The deed to Michael Moulton, et als, dated February 5, 1990, and of record in Deed Book 316, Page 257, provides for construction of a cul de sac for the benefit of the Lots in North River Ford which use that prong of the thirty (30) foot right of way which provides access across Lots 8, 7, 6, 5, 4, 3 and end at Lot 2. B. K. Haynes Corporation owns Lots 8, 7, 6, 5, 4, and 3 and hereby waives, surrenders and releases any easement for a cul de sac which was originally reserved for the benefit of Lots 8, 7, 6, 5, 4, and 3, and none of them shall have the right to require installation of a cul de sac on Lot 2 or any part of Lot 3. Provided, if the owner of Lot 2 desires a cul de sac to be located on Lot 2 and some part of Lot 3, B. K. Haynes Corporation agrees for itself, its successors and assigns, i.e., that any future owner of Lot 3, and his heirs and assigns, must cooperate with the owner of Lot 2 to locate and/or survey, plat or replat, and record an amended plat of survey depicting the location of the cul de sac vis a vis Lots 2 and 3. B. K. Haynes Corporation agrees for itself, and its successors and assigns, to further execute any documents necessary to carry out this paragraph. In the event the owner of Lot 2 should make demand on the owner of Lot 3 for construction and installation of a cul de sac on Lot 2 and 3, it is understood the easement shall be for the joint benefit of Lots 2 and 3 to provide additional turn around and/or ingress and egress for those two lots, nothing more, and it shall be considered a limited common easement which pertains solely to their joint benefit, as defined and agreed to by them. It is further understood that the cost of locating, surveying, constructing and maintaining said cul de sac would fall squarely on the owners of Lot 2 and Lot 3 and no one else. B. K. Haynes Corporation discloses to any prospective buyer of Lot 3 that he/she will take title to Lot 3 subject to the terms of this paragraph. Upon closing with B. K. Haynes Corporation and recordation of the deed of conveyance from B. K. Haynes Corporation, its successor in title, i.e. any purchaser of Lot 3, and his heirs and assigns, shall be solely responsible for the promises herein made to the owner of Lot 2 pertaining to locating, surveying, construction and maintaining the cul de sac, and the successor in title shall not look to B. K. Haynes Corporation for payment of any of said expenses or costs associated with the cul de sac.

6E. The West Virginia Division of Natural Resources of The Public Land Corporation issued a low water bridge permit on September 27, 1989, for the bridge servicing the subdivision. The annual fee is presently \$100.00, and it has been paid through September 27, 2006. It is understood that the Property Owners Association shall pay the annual cost of the permit annually from the maintenance fee assessed against its members. The contract number is R-89/11/14-242. This contract is now assigned and set over unto the North River Ford Property Owners Association. The contact information is Public Land Corporation, Real Estate Management Section, Bldg 3, Room 643, 1900 Kanawha Blvd, E., Charleston, WV 25305.

6F. Although the subdivision rights of way call for a thirty (30) foot easement, the actual traveled portion of the road is considerably less than thirty feet (30') in width. B. K. Haynes Corporation has elected to leave existing rights of way at their present width. B. K.

Haynes Corporation does not intend to do additional construction or maintenance work on the rights of way, provided however, as the majority owner of most of the Lots in the development, B. K. Haynes Corporation agrees to perform routine maintenance (not snow removal during winter months however) until June 30, 2006. Thereafter the Lot Owners Association will assume the duty to maintain the roads within the development. B. K. Haynes Corporation agrees to assist the Lot Owners with the re-formation or re-invigoration of the Lot Owners Association was provided for with the publication (by Backwoods, Inc., a predecessor in title) and recordation of the original protective covenants of North River Ford in the Hampshire County, Clerk's Office in Deed Book No. 313, Page 128. Any owner of North River Ford retains the right, acting individually or through the North River Ford Property Owners Association, to widen the thirty (30) foot right of way up to the extent of the legal easement, at his/its separate expense.

7. Backwoods, Inc. reserves unto itself and its assigns an easement for the installation, erection, maintenance, operation, repair and replacement of telephone and electric light poles, conduits and related equipment and sewer, gas and water lines on, over and under a strip of land ten feet wide along all property lines not serving as the centerline for rights of ways and fifteen feet along all of the rights of ways within the subdivision, and this is in addition to easements reserved by any other instrument duly recorded. Nothing herein shall be construed as creating any duty on Backwoods, Inc., or its assigns, to install or maintain any utility services, as it is contemplated that actual installation will be made by a utility company and at the request of the owners. (Same as Original Covenants)

8. Backwoods, Inc., and its assigns, reserves the right to replat any unsold lot or lots, and to add additional real estate to this subdivision. Nothing herein shall be construed to prevent Backwoods, Inc., and its assigns, from imposing additional covenants or restrictions on any unsold lots (or other real estate later added to and becoming a part of this subdivision). (Same as original covenants).

The Following are New Covenants & Conditions Applicable only to Lot 3; Lot 4; Lot 5; Lot 6; Lot 7; Lot 8; Lot 9; Lot 10; Lot 11; Lot 14; Lot 15; and Lot 16 of North River Ford:

9. Off road motorcycles, dirt bikes or other all terrain vehicles, or similar motorized conveyance may be used on the subdivision roads located with North River Ford Subdivision under the following terms and conditions:

A. They must be equipped with noise abatement equipment.

B. They shall only use the subdivision roads as necessary to obtain ingress and egress with the public road. In other words, repetitive joy or pleasure riding up and down the right of way for recreational purposes is prohibited. An Owner has the right to travel from the public road to the Owner's private driveway, no further, and then only to obtain ingress and egress with the public road.

C. Nothing is intended to prohibit the use of off road motorcycles, dirt bikes or other all terrain vehicles, or similar motorized conveyance on an Owner's property, but noise abatement requirements are still mandatory.

D. No Owner shall create a not for profit or a for profit track for purposes of racing off road motorcycles, dirt bikes or other all terrain vehicles, or similar motorized conveyance. Off road motorcycles, dirt bikes or other all terrain vehicles, or similar motorized conveyance may be used on an Owner's Lot, but use thereof is limited to the Owner and the occupants of Owner's real estate. Racing is strictly prohibited.

10A Except as authorized herein, the keeping or kenneling of stray, lost, or wounded animals; or animals owned by third parties; or by any person; and/or any not for profit company, public body, or private corporation, is prohibited. The foregoing shall not be construed to prohibit an Owner from keeping a determinate number of animals which belong

to him; nor shall it be construed to prohibit the construction of a barn to house an owner's horses or an owner's livestock which do not exceed the maximum number allowed by these Covenants and which are placed on a lot pursuant to these protective covenants, nor shall it be construed to prohibit the construction of housing or pens to care for a determinate number of "small pets" belonging to an Owner as described below.

10B. Any owner who desires to do so may keep or maintain a determinate number of domesticated "small pets" on his property. Examples of small pets include dogs or cats, regardless of weight. Otherwise a small pet must weigh less than forty (40) pounds. No more than three small pets, including offspring, may be kept or maintained on any lot. All small pets shall be tied or otherwise confined to the physical boundaries of each lot. Each Owner is expected to use reasonable care so that small pets maintained by an Owner do not trespass on another Owner's property. West Virginia has strict laws which charge an owner or keeper of dogs with liability for damages inflicted by a dog regardless of the disposition of the animal. Each pet owner has a non-delegable duty to inquire with the State of West Virginia or other knowledgeable person concerning his duty as a pet owner.

10C. Due to the size of the Lots, an Owner may keep up to two large animals, such as horses or cattle, including offspring, on each Lot. A large animal is defined as being any animal, other than a dog, which weighs forty (40) pounds or more. The keeping of dogs is regulated by the previous paragraph. Furthermore, no animal shall be kept or maintained in violation of any local, state or federal laws. All animals kept or maintained on an Owner's lot shall be suitably confined by fence or other accessory which restrains the animals from trespassing on rights-of-way, common easements, limited common easements, and/or adjoiner's real estate. Each Owner has a duty to properly care for his animals, not violate any state laws in regard to their care, and if a question arises over an Owner's legal duty in regard to fencing, standards of care, and the like, he/she/it has a non-delegable duty to inquire with the State of West Virginia and/or other knowledgeable person regarding same. Any farm or other domestic animals which are kept on a year round basis shall be housed in a barn or shelter which is designed to coordinate generally with the residence placed on the property, and the barn or shelter must be regularly painted and maintained so that it does not detract from the value of the Lots within North River Ford.

11. Limited Common Elements: 10' Wide Walkways with Wooden Bridges:
Reference is made to the Amended Plat of Survey of North River Ford drawn by Straight Line Surveys, which locates and establishes three separate ten foot (10') walking easements. Each of these walking easements is a Limited Common Easement for the benefit of the owners of each Lot in North River Ford which adjoins the walkway. Each of these owners may use the walkway to obtain pedestrian access to his Lot in North River Ford. The walkway shall be maintained in its natural state, provided that any owner may trim the weeds and undergrowth to maintain the access suitable for safe pedestrian travel. Provided further that the owners may mark and remark and locate or relocate the boundary markers from time to time if necessary or desirable to do so. Finally, each owner who benefits from said easement shall share in the maintenance costs of the wooden bridge which B. K. Haynes Corporation has constructed in said pedestrian access. "Old" Lot Owners who obtained title directly from Backwoods, Inc., and who are not subject to the promises and duties imposed by these Amended Protective Covenants may use the walkways if they own lot which adjoin same, provided they must agree to contribute to maintaining the wooden bridges and otherwise to share in the cost of maintaining the walkway, the same as any other adjacent owner.

12. Effect of Deviation Between Existing Right of Way and Platted Right of Way over Lots 8, 9, 10: The Owners of Lots 8, 9, and 10, shall take title to their Lots subject to the discrepancy between the Platted Right of Way and the road as it exists on the ground. The right of way shall remain at its present location, and may be widened to a maximum width, including ditches and drains, of thirty feet (30'). No changes in the lay out of the road may be made unless signed off on and approved by all lot owners who have the right to use said right of way for ingress and egress, i.e., lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 & 18, in which case said agreement shall be recorded in the deed books in the Hampshire County Clerk's Office.

13. Camping trailer or "campers" may not be used as housing. Campers may be parked seasonally on a Lot and used for recreational purposes. Any camper which is seasonally located on a Lot shall comply fully with all requirements of the Hampshire County Health Department.

14. These Lots may be affected by the Hampshire County Flood Plain Ordinance which regulates **and limits construction in the one hundred year flood plain**. Each Owner has the duty to inquire about the limits of the flood plain and obtain a permit in advance of any construction.

15. The 100 year flood plain shown on the December 7, 2005 Re-Plat of Survey done by Dick A. Heavner is based on more current information than the 100 year food plain depicted in the earlier plats of survey in chain of title. Upon information and belief, the Army Corps of Engineers has changed the elevation of the 100 year flood plain since the earliest Plats of North River Ford were placed of record. That said, each owner of any Lot within North River Ford Subdivision is placed on inquiry notice to independently determine the 100 year flood elevation of each lot.

16. Hampshire County has a Subdivision Control Ordinance, and each Owner has the duty to inquire about the Ordinance in advance of any construction and also to obtain a building permit prior to doing so.

17. No public sewerage is available for these Lots, and each Owner assumes the duty to obtain a permit to install a sewage disposal system prior to locating any temporary trailer (for construction purposes) or constructing any residence.

18. Option or First Right Of Refusal To Repurchase Lot: In the event any purchaser of a lot in North River Ford Subdivision desires to sell or convey the same and obtains a prospective purchaser willing to accept his terms of sale, which acceptance must be evidenced by a bona fide execution of a written contract of sale subject to the option herein reserved, the lot owner shall first offer in writing said lot to B. K. Haynes Corporation at the same price and upon the same terms and conditions as set forth in such executed written contract of sale, a signed copy of which must be attached to such offer. Upon this written offer being made to it, B. K. Haynes Corporation shall have the option to accept said terms of sale, within 30 days after receipt thereof and if it exercises in writing the option herein reserved to it, B. K. Haynes Corporation, shall thereupon be entitled to all of the rights and subject to all of the obligations as such prospective purchaser would have been entitled and subject did this option not exist. The option herein reserved shall conclusively be deemed to have been waived by B. K. Haynes Corporation as to any sale of property hereinabove described if and only if, B. K. Haynes Corporation shall unite in the instrument of such conveyance for the express purpose of releasing and waiving its reserved right to repurchase. The option herein reserved shall apply to all subsequent conveyances of the lot in this subdivision, or any interest therein, except conveyances of said lots for the sole purpose of securing an indebtedness of the lot owners are exempted from the option and except sales made at public auction under a security instrument are exempted from the option, as are sales made by a fiduciary for the benefit of creditors of the lot owners. All the rights, privileges, and obligations created by the option herein reserved may be assigned by B. K. Haynes Corporation, but such assigns will assume all such rights, privileges and obligations.

Said right of first refusal terminates upon the death of B. K. Haynes plus twenty-one years.

This paragraph is binding upon all lots in North River Ford Subdivision which B. K. Haynes Corporation obtained from Backwoods, Inc., i.e. excluding only Lot 1 (which was never a part of North River Ford Subdivision) and Lots 2, 12, 13, 17 and 18.

19. All of the protective covenants run with the land and are binding upon each owner, his heirs, successors and assigns.

20. The original protective covenants published by Backwoods, Inc., may be enforced by the Lot Owners Association or by any individual lot owner in North River Ford Subdivision. However, to the extent that any covenant was altered or amended by this instrument, the Owners of Lot 3; Lot 4; Lot 5; Lot 6; Lot 7; Lot 8; Lot 9; Lot 10; Lot 11; Lot 14; Lot 15; or Lot 16 may jointly or severally enforce any amendment this date made to the Protective Covenants.

Witness the following signature and corporate seal of B. K. Haynes Corporation which has caused this instrument to be executed and delivered in its corporate name by B.K. Haynes, its President, as the act and deed of said corporation on this the 22 day of December, 2005.

B. K. HAYNES CORPORATION

By: B. K. Haynes
Its President

STATE OF ~~WEST~~ VIRGINIA

COUNTY OF Warren, TO-WIT:

I, Nancy Washington, a notary public in and for the aforesaid county and state do hereby certify that B. K. Haynes, known or proved to my satisfaction to be President of B. K. Haynes Corporation, whose name is signed to the writing hereto bearing date the 22 day of December, 2005, has this day acknowledged said writing to be the act and deed of said Corporation.

Given under my hand and seal this the 22 day of December, 2005.

My commission expires 12/31/05.

(Notary Seal)

Nancy Washington
Notary Public

Prepared by:

Oscar M Bean, Attorney at Law
P.O. Drawer 30, Moorefield, WV 26836
304 538 6198 Fax: 304 538 7155

D:\bkhaynes\northriverford.covenants(final).wpd
File: 04-8037

BEAN & BEAN
ATTORNEYS AT LAW
116 WASHINGTON STREET
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26836

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SHARON H LINK
HAMPSHIRE COUNTY 04:56:02 PM
Instrument No 80937
Recorded Date 01/27/2006
Document Type CSR
Book-Page 451-687
Rec/Add Fee 8.00 1.00

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 1127106 4:56pm.

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste Sharon H. Link Clerk.