

Landimer, Inc., Monterre, Inc., and Hinterland, Inc., all West Virginia Corporations, dated the 4th day of May, 1983, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 263 at Page 42.

This conveyance is made subject to the following easements and restrictive covenants, which easements and covenants are to run with the land:

1. Each OWNER of a lot, except numbered 8 through 16 shown on the "FALCONWOOD" Subdivision Plat, (being those lots which front on Hampshire Route 29/1, also known as "Pin Oak Road", shall have an easement over and upon the existing roadway running through "FALCONWOOD", in the fifty (50) foot wide right of way provided therefor, depicted on the aforesaid Subdivision Plat of "FALCONWOOD" for ingress and egress to and from the lots fronting thereon and West Virginia Route 29, to be used in common with all such OWNERS.

2. Any maintenance, repair and reconstruction of the aforesaid roadway shall be performed on a continuing basis, and each OWNER, (except as to OWNERS of lots numbered 8 through 16), shall contribute on an equal basis to the costs of an assessment therefor. Said roadway maintenance, however, shall not exceed \$35.00 annually, payable to an Owners Association, which shall account for any and all income and expenditures.

2A. The DEVELOPERS reserve unto themselves, their successors and/or assigns, an easement or right of way over, under and through a fifteen (15) foot wide strip of land paralleling each side of the aforesaid roadway and paralleling all side and rear lot boundary lines; as depicted on the aforesaid Plat of "FALCONWOOD", for the purpose of installing, erecting and maintaining telephone, TV cable and electric poles, lines, wires and associated equipment, as well as conduits and pipes for sewer, gas, water and storm drains.

3. Any lot in Falconwood Subdivision may be subdivided of record one (1) time, so long as each half so subdivided is not less than two (2) acres in size.

4. That no commercial or business of any type is permitted on any lot; that residential structures of a permanent nature, including mobile homes and double wides which are by foundation or basement construction made a part of the real estate, are permitted. The foregoing restriction shall not apply to licensed recreational and camper vehicles. Further, any mobile home or double wides must be maintained in excellent condition and appearance. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on any lot.

4A. Notwithstanding paragraph 4, above, no house trailers will be allowed on any lot in "FALCONWOOD" which fronts or borders on Falconwood Road or Mountaintop Road. This prohibition applies to all lots sold after June 30, 1983.

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5. Sewerage and waste systems constructed on any lot shall conform to all applicable regulations of Hampshire County, and the State of West Virginia.

6. No structure of any kind shall be built within twenty-five feet (25') of any side or rear property lines nor within twenty-five feet (25') of the property line fronting on the aforesaid roadway as depicted on the aforesaid Plat of "FALCONWOOD".

7. No driveway leading from the aforesaid roadway servicing "FALCONWOOD" may be constructed in such a manner as to impede the function of the road drainage ditches. For any driveway crossing a road drainage ditch, a culvert with a minimum diameter of twelve inches (12") must be used in the fashion to insure adequate water flow along the road drainage ditches.

8. The determination by a Court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

9. That the OWNER of any lot, his heirs and assigns, may not market commercially the timber on the land herein conveyed and that only such timber may be cut as would be needed so as to permit the OWNER, his heirs and assigns, to enjoy the full use and benefit of the real estate herein conveyed.

10. These Restrictions shall apply only to the lots as shown on the aforesaid Plat of "FALCONWOOD" and shall not be binding on or have any application whatsoever to any other property of the DEVELOPERS, their successors and assigns.

11. All the provisions set forth herein shall be deemed covenants running with the land and/or charges and liens upon the land and any and every conveyance of any lot in "FALCONWOOD" shall be absolutely subject to the provisions hereof whether or not it shall be so expressed in the Deed, Lease or other conveyance thereof.

12. The restrictions provided for above shall inure to the benefit of and shall be enforceable by the DEVELOPERS, any ASSOCIATION formed and the OWNER of any lot, their respective personal representatives, heirs, successors and assigns, until the 31st day of December, in the year 1999. Prior to December 31, 1999, this Declaration may not be amended in any respect except by the execution of an instrument signed by the OWNERS of at least sixty-five percent (65%) of the lots in "FALCONWOOD", which instrument shall be filed among the Land Records of Hampshire County.

The aforesaid Amended Declaration of Easements and Restrictions of "FALCONWOOD" Subdivision is of record in the aforesaid Clerk's Office in Deed Book No. 265, at Page 217.

The Grantor herein conveys such mineral rights as it may have in the subject property, if any there be.

The Grantor, on behalf of itself, and assigns, as part of the consideration of this conveyance, hereby specifically covenants that it is lawfully seized in fee of the above described real estate and that it has good title and right to convey the same unto the said Grantees, subject, however, to that certain blanket Deed of Trust against said "FALCONWOOD" Subdivision, of