

direct access for ingress and egress between the "Ewing Property" and the National Forest. Grantor owns two tracts, each containing 7.347 acres, which are located adjacent to the main subdivision right-of-way, and it is expressly understood that Grantor's two parcels, which Grantor obtained by deed dated December 21, 2000, from Richard T. Schulze and Nancy S. Schulze, his wife, and of record in Deed Book No. 258, at page 605, shall also have the right of ingress and egress over the main subdivision road of the Black Bear Recreation Region in order to access the George Washington National Forest.

The Grantors and Parties of the First Part do grant and convey unto the Grantee and Party of the Second Part, his heirs and assigns, a certain non-exclusive right-of-way leading from Middle Cove Road (Route 59/1) to the Black Bear Recreational Region as depicted upon the "Plat Showing Access Right-of-Way for the Land of B. K. Haynes Corporation" also of record in the aforesaid Clerk's Office in Plat Book No. 6, at Page 76, to which reference is now made.

The aforesaid tract of real estate is subject to the following covenants and restrictions as set forth in prior deed in chain of title, and shall be deemed to be covenants running with the land, and binding upon the Grantee, his heirs and assigns:

1. No section as currently mapped may be further subdivided.
2. Not more than one single family residence shall be erected on a parcel or section and mobile homes or double-wide trailers are prohibited. A single guest cottage is allowed so long as State and County Health Department regulations are met.
3. The operation of commercial/domestic animal shelters or kennels; any laying hen, broiler houses, or other poultry business, is strictly prohibited, provided however, an Owner may keep and maintain up to one head of livestock, per every two acres conveyed, so long as legal fencing laws are complied with at all times.
4. All sections, improved or unimproved, must be maintained by the Owner(s) in a neat and orderly condition at all times and no garbage, trash, inoperative or unlicensed vehicle, including camping trailer, or other debris shall be permitted to accumulate or remain on any section.
5. Each section Owner shall have an unobstructed and a non-exclusive right-of-way for purposes of ingress and egress to and from Middle Cove Road, State Route 59/1, over the rights-of-way and roadways as shown on the master regional division plat to be recorded in the aforesaid Clerk's Office. Said rights-of-way shall be used in common with others have a legal right to said use, and maintenance of said roadways shall be shared on a pro-rata basis.

6. Reasonable cutting of wood or timber for personal use or for land clearing is permitted, however, no cutting of wood for commercial purposes is allowed. Any Owner who harvests timber and utilizes the region roads for the removal thereof shall be required to repair any ruts or damages caused to the region road system at his own expense.

7. The Grantor and Party of the First Part reserves unto itself or its assigns, easements for the installation, erection, maintenance, operation and replacement of telephone and electric light poles, conduits and related equipment, over and under a strip of land fifteen (15) feet wide along all property lines not serving as the centerline for rights-of-ways, and along the outside boundary of all the rights-of-ways, in addition to easements reserved by any other instrument duly recorded. Provided however, Grantor intends to contract to install underground electric and telephone along the main subdivision road way from tracts B to J of Black Bear Recreation Region.

8. The Grantor has reserved a non-exclusive easement for the lot owners of Black Bear Recreation Region, their heirs and assigns, to remove shale from the shale pit located on a 7.35 acre tract of real estate (described as a 7.347 acre tract in prior deed in chain of title, Assessor Map 488, Parcel 16.1) for a term of ten years, beginning March 30, 2001, and expiring ten years thereafter. The easement is depicted upon the new "Plat Showing Shale Pit Easement Parcel 16.1 of the Land of B. K. Haynes Corporation" dated January 25, 2001, and of record in the aforesaid Clerk's Office in Deed Book No. 260, at Page 25, and this is the same 7.35 acre parcel (described in said deed as 7.347 acres) conveyed to the Grantor by deed of record in Deed Book No. 258, at Page 605, designated upon Hardy County Tax Map 488 as Parcel 16.1. It is understood that the owner of the 7.35 acre tract shall have the right to use said easement area in any way not inconsistent with the shale pit easement reserved herein. This easement is to provide shale for the upkeep and maintenance of the development roadways extending from the George Washington National Forest to the Middle Cove Road. Shale from this easement is not intended for use on the personal driveways. The shale pit easement terminates automatically ten years after its creation, after which time the lot owners of the Black Bear Recreation Area shall have no further rights therein. It is expressly understood that excavation at the shale pit easement shall not be below present ground level."

This conveyance is subject to any and all rights-of-ways and/or easements in chain of title, and to prescriptive rights-of-ways, if any, that may exist but are not depicted in the public records.

The real estate taxes for the tax year 2009 have been prorated between the parties as of the day of closing. The Grantee agrees to assume and be solely responsible for the real estate taxes on the subject real estate beginning with the calendar year 2010, although same may still be assessed in the names of the Grantors.