



RESTRICTIONS

Jr. and Catherin Lovett, husband and wife.

All those certain tracts or parcels of real estate located in Moorefield District, Hardy County, West Virginia on the drainage of North River about 2.1 miles West of the interesection of County Routes 1/6 and 1/1 on the South Side of 1/1 near Mount Olive Church, known and designated as Lots No. One (1), Three (3), Four (4), Five (5), Six (6), Seven (7), and Twelve (12) containing 5.07 acres, more or less, 5.08 acres, more or less, 5.05 acres, more or less, 5.17 acres, more or less, 6.12 acres, more or less, 6.43 acres, more or less, and 11.82 acres, more or less, respectively, together with any and all rights, rights of way, roads, easements, improvements, and appurtenances thereunto belonging or in anywise appertaining.

Being all of the same real estate which was conveyed unto Charles S. Everhart and Diane E. Everhart, husband and wife, by Deed of Brown Lovett, Jr. and Catherine C. Lovett, husband and wife, dated the 5th day of September, 1991, and on record in the Office of the Clerk of the County Commission of Hardy County, West Virginia in Deed Book 215, at Page 91.

Reference is made to the Deeds in the chain of title for a more complete metes and bounds description.

This conveyance is subject to the following COVENANTS which Covenants are deemed as covenants running with the land:

1. The Grantor hereby grants and conveys to the Grantees for their use forever, all the roads and rights of way. However the Grantor, his heirs or assigns, reserve the right to dedicate the State of West Virginia the esisting roads, width not to exceed 25 feet from each side of centerline.

2. The Grantor reserves unto himself, his heirs or assigns, the right to erect and maintain telephone and electric

light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights of way therefrom, with the right of ingress and egress for the purpose of erection or maintenance on, over, under a strip of land fifteen (15) feet in width at any point along the side, rear or front lines of said parcel herein conveyed.

3. No building of temporary nature shall be erected or placed on said parcel, except those customarily erected in connection with building operations; and, in such cases, for a period not to exceed four (4) months. This shall not prohibit the erection of a toilet complying with the provisions of Paragraph 8 below.

4. The minimum size of any residence constructed shall contain at least 480 square feet on the floor. This shall not include basement, garage, porch, or carport. All exterior construction must be completed and closed within eight (8) months after the commencement of construction. No part of said parcel sold by the Grantor may be sold or used as a road or as a right of way to any property outside of the original Ira Combs Farm. This Covenant shall not apply until said parcel is sold by the Grantor.

5. Said parcel shall be used for recreational or residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on said parcel.

6. No signs, billboards, or advertising of any nature shall be erected, placed or maintained on said parcel herein designated, nor upon any building erected thereon, except directional and information signs of Grantor.

7. No building shall be erected closer than 10 feet to

any street or road, nor closer than 50 feet to the side or rear of the boundary line, with the exception that when two or more parcels are used together for the construction of one dwelling then said 50 foot set-back shall apply to outside lines.

8. All toilets constructed on said parcel shall conform to the regulations of the appropriate County and State Health Department, and be placed in a secluded area whenever possible.

9. The minimum size of said parcel, including the parcel retained by the owner, shall not be less than Five (5) Acres.

10. Mobile homes shall not be allowed as dwellings within the boundaries of this farm, nor any other structure incorporating a steel frame.

11. No trucks, buses, old cars, or unsightly vehicles of any type or description may be left or abandoned on said parcel.

12. Nothing herein is to be construed to prevent the Grantor from placing further covenants or easements on said parcels which shall not have already been conveyed by them.

13. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real estate situated within the boundaries of the original Farm 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.

14. Invalidity of any of these covenants by judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

TO HAVE AND TO HOLD the real estate herein conveyed together with the improvements thereon, and all rights, rights

44
Mailed 7-29-2003
Robert Cowan
Linda Cowan
996 Graham Road
Venice, FL 34293

LANCE F. LYNCH, SR. and JACQUELINE D. LYNCH
TO: Deed
ROBERT S. COWAN and LINDA J. COWAN

THIS DEED, made and entered into on this the 25th day of July, 2003, by and between LANCE F. LYNCH, SR. and JACQUELINE D. LYNCH, his Wife, Grantors and Parties of the First Part, and ROBERT S. COWAN and LINDA J. COWAN, his Daughter, Grantees and Parties of the Second Part, as joint tenants with rights of survivorship and not as tenants in common, whose mailing address is 996 Graham Road, Venice, FL 34293.

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration deemed valid in law, the receipt of all of which is hereby acknowledged, the Grantors and Parties of the First Part do now grant, sell and convey, in fee simple forever, with Covenants of General Warranty and free of liens and encumbrances, unto ROBERT S. COWAN and LINDA J. COWAN, his Daughter, Grantees and Parties of the Second Part, as joint tenants with rights of survivorship and not as tenants in common, the following described lots or parcels of real estate:

FIRST:

All that certain lot or parcel of real estate, together with all rights, rights-of-ways, improvements and appurtenances thereunto belonging, located in Moorefield District, Hardy County, West Virginia, on the drainage of North River about 2.1 miles west of the intersection of County Routes 1/6 and 1/1 on the south side of 1/1 near Mount Olive Church, known and designated as **Lot No. 1, containing 5.07 acres, more or less.** There is a metes and bounds description describing said real estate set forth in deed in chain of title in that certain deed to Charles S. Everhart and Diane E. Everhart from Brown Lovett, Jr. and Catherine C. Lovett by deed dated September 25, 1991, and of record in the aforesaid Clerk's Office in Deed Book No. 215, at Page 91, to which reference is now made for any and all pertinent purposes.

Being the same tract or parcel of real estate conveyed unto Lance F. Lynch, Sr. and Jacqueline D. Lynch, his wife, from Brown Lovette, Jr. and Catherine Lovett, his wife, by Deed dated April 3, 1998, and of record in the Office of the Clerk of the County Commission of Hardy County, West Virginia, in Deed Book No. 246, at Page 487.

The real estate is identified for tax assessment purposes in the Hardy County Assessor's Office as Tax Map 209, Parcel 0029.

SECOND:

All that certain lot or parcel of real estate, together with all rights, rights-of-ways, improvements and appurtenances thereunto belonging, located in Moorefield District, Hardy County, West Virginia, on the drainage of North River about 2.1 miles west of the intersection of County Routes 1/6 and 1/1 on the south side of 1/1 near Mount Olive Church, known and designated as **Lot No. 3, containing 5.08 acres, more or less.** Reference is made to that certain deed to Charles S. Everhart and Diane E. Everhart from Brown Lovett, Jr. and Catherine C. Lovett by deed dated September 25, 1991, and of record in the Office of the Clerk of the County Commission of Hardy County, West Virginia, in Deed Book No. 215, at Page 91, for a metes and bounds description of the real estate and for any and all other pertinent purposes.

Being all of the same tract or parcel of real estate conveyed unto Lance F. Lynch, Sr. and Jacqueline D. Lynch, his wife, from Brown Lovett, Jr. and Catherine Lovett, his wife, by Deed dated June 29, 2001, and of record in the Office of the Clerk of the County Commission of Hardy County, West Virginia, in Deed Book No. 261, at Page 279.

The real estate is identified for tax assessment purposes in the Hardy County Assessor's Office on Tax Map 209, Parcel 0001.0015.

Said lots or parcels of real estate are subject to certain restrictive covenants and conditions that are deemed as covenants running with the land and binding upon the Grantees and Parties of the Second Part, their heirs and assigns. Said covenants are set forth in that certain deed of record in the aforesaid Clerk's Office in Deed Book No. 230, at Page 43, which are numbered 1 through 14 and are incorporated in this instrument as though textually set forth verbatim herein.

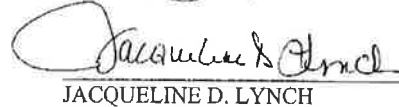
The real estate taxes for the tax year 2003 have been prorated between the parties as of the day of closing. The Grantees agree to assume and be solely responsible for the real estate taxes on the subject real estate beginning with the calendar year 2004, although same is assessed in the names of the Grantors.

The Hardy County Subdivision Ordinance does not apply to this conveyance because said conveyance will not result in the formation of a new tract of land not previously on record.

DECLARATION OF CONSIDERATION OR VALUE: Under penalties of fine and imprisonment as provided for by law, the undersigned do hereby declare that the total consideration paid for the transfer of real estate by the document to which this declaration is appended is \$113,500.00.

WITNESS the following signatures and seals:

 (SEAL)
LANCE F. LYNCH, SR.

 (SEAL)
JACQUELINE D. LYNCH

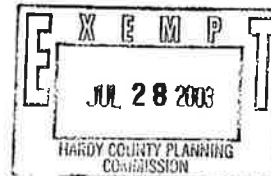
STATE OF WEST VIRGINIA,
COUNTY OF HARDY, to-wit:

The foregoing instrument was acknowledged before me this the 25th day of July, 2003, by Lance F. Lynch, Sr. and Jacqueline D. Lynch.

My commission expires 02-04-08.

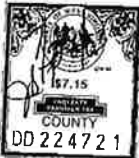



NOTARY PUBLIC



This Instrument was prepared by:
William H. Bean, Attorney at Law
P.O. Drawer 30, 116 Washington Street
Moorefield, West Virginia 26836
(304) 538-6198 or 538-6190

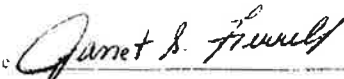
D:\re03\cowanrobert.dee.wpd



BEAN & BEAN
ATTORNEYS AT LAW
116 WASHINGTON STREET
MOOREFIELD, WEST VIRGINIA
26836

STATE OF WEST VIRGINIA, Hardy County Commission Clerk's Office July 28, 2003 12:59 PM

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

Teste  Clerk.