

**RESTRICTIVE COVENANTS, CONDITIONS AND RESERVATIONS
FOR BLACK DIAMOND EXPERIENCE, LLC LANDS**

The following restrictive covenants and reservations shall apply and be binding upon all real property situate in Black Diamond Experience, LLC Lands Subdivision as shown on the plat of said Subdivision which shall be recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, and shall be considered covenants running with the land, and shall be binding upon all owners of property in said Subdivision, their heirs, successors and assigns.

RESIDENTIAL AND AREA USES

All lots shall be used for residential and recreation purposes only.

There shall be no mobile homes or double-wide mobile homes on any lot as a residence or for storage, either temporarily or permanently. However, camper trailers or motor homes shall be permitted on a temporary basis.

Improvements and construction for the maintenance of animals shall be kept in good repair. Each Lot Owner shall maintain any such improvements placed upon any Lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any lot.

SEWAGE AND JUNK

No dwelling shall be erected or maintained on any Lot, unless there is constructed with it, a permitted system for disposal of sewage, which must be approved by the West Virginia Division of Health. No outside toilet or closet shall be erected on any Lot. Junk, inoperative or unlicensed vehicles may not be stored or kept on any Lot unless housed in a garage of the type described above.

AGRICULTURE

No swine, cattle, or poultry commercial operations, commercial poultry house, nor commercial livestock feed lots are allowed on any lots. No commercial kennels are allowed on any lot. However, timbering and extracting of mineral resources and oil and gas are expressly permitted.

COMMERCIAL USE

No Lot shall be used for commercial purposes, save that Lots may be utilized for in-home occupations, although no signs or advertisements thereof will be permitted within the property. While any business invitees thereof shall have the use of the subdivision roadways, such use shall be for ingress and egress only. Such in-home occupational use shall not be permitted to become a nuisance to other Lot Owners. Specifically, no vehicle-related occupations are permitted, such as body and repair shops, used car lots, or metal and welding type occupations, etc.

NUISANCE

No noxious, noisy or offensive activity shall be carried on within the properties, nor shall anything be done therein which may be or which may become an annoyance or nuisance to the neighborhood. No toxic or hazardous materials shall be produced or

stored within the Properties at any time.

WASTE

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All Lots shall be kept free and clear of trash and rubbish at all times and shall be kept mown, and no salvage or junk yard operations are permitted within the Properties.

ROADS AND RIGHTS OF WAY

As this Subdivision has been created lying adjacent to West Virginia Secondary Route 29/1 and West Virginia Secondary Route 2/1, which fronts each tract except Tract 2D and Tract 2E, the following conditions and covenants concerning roads and rights of way in the subdivision shall apply:

- a. Tract 2C shall be serviced by a private driveway to be created by developer, and which upon sale shall be solely maintained and owned by the owner of Tract 2C, at his/her expense.
- b. Tract Nos. 2A, 2B, 2D, and 2E shall be serviced and accessed by a common private driveway to be created by developer as shown on the above referenced plat and which upon sale of these tracts shall be solely maintained and repaired equally by the owners of Tract Nos. 2A, 2B, 2D, and 2E as to the entrance of said driveway from West Virginia Secondary Route 2/1. This driveway is set forth as a forty foot (40') wide right of way, and said right of way is also reserved for all pertinent and proper reasons, including utility installation.
- c. It is further a covenant that should either Tract Nos. 2A, 2B, 2D, and 2E be further subdivided and should the new lot created there on use the forty foot (40') right of way as a means of ingress and egress to and from said tract, they also shall share an equal portion of the road maintenance cost.

MISCELLANEOUS COVENANTS

The lots in this Subdivision are to be served by individual wells and septic systems solely at purchasers cost. Further, no well shall be constructed within ten feet (10') of any boundary line.