

DECLARATION OF PROTECTIVE COVENANTS

OF

"THE POINTS"

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1. The Grantors reserves unto themselves, their successors 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, therefore, with the right of ingress, for the purpose of erection or maintenance on, over or under a strip of land Fifteen (15) feet wide at any point along the side, rear, or front lines of any said tract, or within Forty (40) feet from the center of any road right-of-way. Such a right-of-way for utility lines may also be utilized by the said Grantees in the use of their tract.

2. Tracts shall be used for residential or recreational purposes only and no dwelling shall be less than 560 square feet; if a mobile home is used, it shall be made permanent, with the sides skirted.

3. If a garage or storage shed is built, it shall conform in general appearance to the dwelling.

4. No buildings or dwellings shall be constructed within Fifty (50) feet from side of tract or road.

5. Garbage or trash containers must be covered at all times, and premises shall be maintained in a neat and orderly manner.

6. A road maintenance fee of Thirty Dollars (\$30.00) per year will be charged payable to a Landowner's Association. Before a tract can be sold, maintenance fees must be paid. If any tract is re-subdivided, every tract created from said re-subdivision, shall pay the Thirty Dollar (\$30.00) fee.

7. No timber shall be cut upon this tract until the tract is fully paid for except for sufficient room to erect a dwelling, garage or storage shed, driveway or utilities. This covenant is not designed to prevent selective clearing of under brush, or dead or diseased trees.

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

9. When 80% of the tracts have been sold, the Landowner's Association shall be formed.

10. The Grantors do hereby grant and convey to the property owners, for their private use forever, all the roads, and rights-of-way as designated on the Plat of "The Points".

11. The Grantors reserve a right-of-way over all roads designated on the Plat of "The Points" for any and all proper and pertinent uses and purposes for themselves, their heirs, successors and assigns.

12. Invalidation of any one of these covenants by Judgement or Court Order shall in nowise affect any of the other provisions which shall remain in full force and effect.

13. No tract shall be re-subdivided into lots containing less than five (5) acres each.

IN WITNESS WHEREOF, the said D. G. Turner, Inc., a West Virginia corporation, has caused these presents to be signed and its corporate seal to be hereunto affixed by its proper officer thereunto duly authorized, on this the 21st day of July, 1987.

D. G. TURNER, INC.

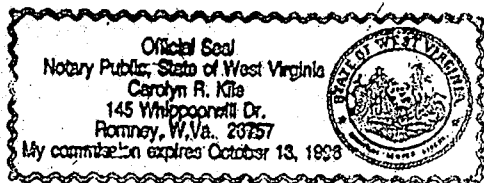
By Donald G. Turner
Its President

STATE OF WEST VIRGINIA,
COUNTY OF HAMPSHIRE, TO-WIT:

I, Carolyn R. Kile, a Notary Public in and for the County and State aforesaid, do hereby certify that Donald G. Turner, President of D. G. Turner, Inc., a West Virginia corporation, who signed the writing annexed hereto bearing date of the 21st day of July, 1987, has this day in my said County and State before me, acknowledged the same to be the act and deed of said corporation.

Given under my hand this 21st day of July, 1987.

My Commission expires: October 13, 1996.



Carolyn R. Kile
NOTARY PUBLIC

Prepared by:
Donald G. Turner
Star Route 1, Box 10 E
Augusta, West Virginia 26704

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Be it remembered that on the 3rd day of August, 1987, at 3:32 P M., this Deed was presented in the Clerk's Office of the County Commission of said County and with the certificate thereof annexed, admitted to record.

Attest Nancy C. Zeller Clerk
County Commission, Hampshire County, W. Va. shd