

"TEABERRY ACRES"

The real estate conveyed under this subdivision is subject to the following restrictive and protective covenants which shall be construed as covenants running with the land and are made for the benefit of any and all persons who now own, or who may hereafter own property in Teaberry Acres, and such persons are specifically given the right to enforce these restrictions and protective covenants.

1. The lots herein conveyed shall be used for residential purposes only, with the exception of Lots 1, 2, and 3, which may be residential and/or commercial. No lots shall be sub-divided into less than 2.8 acres.
2. No dwelling house or any part thereof shall be erected on any lot within thirty (30) feet of the front line of said lot facing the main drive. Nor shall any building be erected on said lot within twenty-five (25) feet of any side line boundary of said lot.
3. Residential homes shall have a minimum of 1,200 square feet of living area on the first floor. Any garages or buildings must conform generally in appearance and material with the dwelling on the lot and be constructed of material listed in item 4. No trailer homes nor double wide trailer homes are permitted.
4. All materials used in and for the facing of the exterior walls of all buildings on the lot shall be of brick, stone, veneer, aluminum, vinyl, stucco, redwood, cedar, or German siding. No shingle or compositions can be used.
5. No temporary buildings, shacks, or mobile homes shall be located on the lot except during construction of the dwelling, which construction shall be completed within ten (10) months from the date of beginning of construction. No accumulation of brush, piles of soil, trash dumps or any other unsightly material shall be permitted on the lot except as essential for building or private driveway construction, and this must be removed upon completion of construction.
6. Lot owners shall be responsible for the shared driveway, the amount will be based on prevailing cost each year of maintaining the shared portion of driveway and shall be equally divided among each lot owner sharing the drive.
7. No easements or sale of right-of-way, except for utilities shall be permitted.
8. All pets must be confined to their owner's property, except when on a leash. No poultry or livestock of any kind shall be maintained on the property.
9. No noxious nor offensive trade or activity shall be carried on upon the aforesaid lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
10. The premises at all times shall be maintained in a neat and orderly manner with no open trash, refuse, or unsightly accumulation or debris exposed.
11. Commercial lots may include a dwelling and commercial activities shall be limited to retail and service uses, such as stores, garages, banks, churches, etc. Livestock and poultry growing and processing shall be prohibited. Dwellings on commercial lots shall comply with the above restrictions for residential buildings. All other restrictions apply equally to commercial lots.
12. All the provisions set forth herein shall be deemed covenants running with the land and shall be expressed in the deed. This declaration may not be amended in any respect except by the Grantor until all lots are sold or thereafter by the execution of an instrument signed by the

OWNERS of at least five (5) lots in "TEABERRY ACRES", which instrument shall be filed for recording among the land records of Hampshire County. Invalidation of any one of these covenants shall in no way affect any of the other provisions which shall remain in full force and effect.

BOOK 423 PAGE 646

Teaberry Acres
Amendment to Covenant
May 20, 2003
61216

We the undersigned wish to amend the current covenant, which reads:

#8. All pets must be confined to their owner's property, except when on a leash. No poultry or livestock of any kind shall be maintained on the property.

The amended version shall read as follows:

#8. All pets must be confined to their owner's property, except when on a leash. No poultry or livestock of any kind shall be maintained on the property except horses for personal use.

Stephan and Carol Fulton
HC 61, Box 117-U
Capon Bridge, WV 26711
Lot # 7 & 8

Stephan Fulton

Carol Fulton

Gary and Rebecca Carpenter
HCR 61, Box 235
Capon Bridge, WV 26711
Lot # 1

Gary Carpenter

Rebecca Carpenter

Thomas and Virginia McGrane
HC 61, Box 118
Capon Bridge, WV 26711
Lot # 3

Thomas McGrane

Virginia McGrane

Dennis Pitta
HC 61, Box 119
Capon Bridge, WV 26711
Lot # 2

Dennis Pitta

Evelyn Thompson and Carolyn Peay
HC 61, Box 117-K
Capon Bridge, WV 26711
Lot # 4

Evelyn Thompson

Carolyn Peay

Russell and Carol Conneway
HC 61, Box 117-M
Capon Bridge, WV 26711
Lot # 5

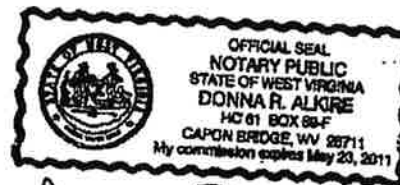
Russell Conneway

Carol Conneway

Michael Park and Bonnie Vance
HC 61, Box 130 TA
Capon Bridge, WV 26711
Lot # 3

Michael Park

Bonnie Vance



Donna R. Alkire