

easements, rights of way, etc., as set forth on the aforementioned Plat.

The following restrictive covenants, conditions, and reservations shall be binding on the real estate herein conveyed, and shall also be binding upon the remaining portion of the grantor's original 127.498 acre parcel, and shall be incorporated into any future deeds for said properties. These covenants shall be binding on the grantees herein, their heirs, successors, and assigns, and are as follows:

1. 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.

2. 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.

3. Agriculture: No swine, cattle or poultry commercial operations, commercial poultry houses, no 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.

4. 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

occupation, etc.

5. 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.

6. 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.

7. 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.

There is further conveyed with said real estate, and said real estate is taken subject to, that certain 40 foot wide non-exclusive right of way as shown on the above referenced plat, for purposes of ingress, egress, and utilities, to and from the real estate herein conveyed and the public highway.

This conveyance is made unto the said parties of the second part as joint tenants with full rights of survivorship, which is to say, should Todd A. Benckini predecease his wife, Karen E. Benckini, then the entire full, fee simple title in and to said real estate shall vest solely in Karen E. Benckini; and should Karen E. Benckini predecease her husband, Todd A. Benckini, then the entire full, fee simple title in and to said real estate shall vest solely in Todd E. Benckini.

Although the real estate taxes may be prorated between the parties as of the day of closing for the current tax year, the grantees agree to assume and be solely responsible for the real estate taxes beginning with the calendar year 2006, although same may still be assessed in the name of the grantor.