

Del. Royce B. Saville 9.20.88

45282

PROTECTIVE COVENANTS AND RESTRICTIONS

48C

OLD MOUNTAIN RUN

DATED: September 10, 1988

It is hereby declared by Patten Corporation Mid-Atlantic, a Corporation, herein referred to as "Grantor", that the following Covenants, Restrictions, and Easements shall constitute to run with the land contained in Old Mountain Run. Invalidation of any of the following Restrictive Covenants by Judgment or Court Order shall not affect any of the provisions, which shall remain in full force and effect. The failure to enforce any of the Restrictive Covenants at the time of violation shall not be deemed a waiver to enforce the covenants.

1. The Grantor herein reserves unto itself, its successors or assigns, the right to erect and maintain all utility poles, conduits, lines and equipment, water and sewer lines, television cables, or to grant easements or rights of ways therefor, with the right of ingress and egress for the purpose of erection or maintenance on, over or under a strip of land Twenty (20') feet wide at any point along the side; Thirty (30') feet wide along the rear; and Forty (40') feet on front right of way lines of any of said lots.

2. No tract shall be subdivided or its boundary line changed, and not more than one residence shall be erected on any one lot, and it shall contain a minimum of Five Hundred Twenty (520) square feet. This shall not include basement, porch, garage or carport. All exterior construction must be completed

and closed within One (1) Year of the commencement date of construction. That the exterior of any residence on property herein conveyed shall be of new construction and new materials, either frame, brick or stone with the wood either painted or stained, existing cabin on Lot 21 is expressly exempted from those requirements.

3. All of said lots shall be used for residential or recreational purposes only, and any garage or storage building must conform generally in appearance and material with any dwelling on said lot; no business or commercial enterprise or profession of any kind and character shall be permitted on conducted thereon; no poultry or swine shall be kept or raised on said lot; providing, however, pets, including personal riding horses or ponies are excluded if proper fencing and suitable facilities are constructed and provided at least one (1) acre per horse or pony is fenced for the maintenance of said animal. All household pets, such as dogs and cats, may be kept provided they are not bred or maintained for commercial purposes. Any domestic pet shall not be permitted to run at large so as to become an annoyance to the Subdivision.

4. Camping is permitted upon Subdivision lots by the owner thereof and his invited guests. Only equipment professionally manufactured for the purpose, such as tents, travel trailers/campers and recreational vehicles are permitted for use as camping shelters.

5. No building shall be erected closer than Fifty (50') feet to any street, or road.

6. All toilets, septic tanks, sewage and waste disposal systems constructed on said Lots shall conform to the regulations

of the West Virginia State Department of Health; further, activities of use of said lot shall not pollute or cause waste to any spring, drain or stream situate on or traversing said lot.

7. No house trailers, trucks, buses, dilapidated cars or unsightly vehicles of any type or description may be stored, used for buildings, left or abandoned on said lots.

8. 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 person or persons owning any real estate situate in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant.

9. The roadways or rights of way constructed on the property herein conveyed are for the use in common of the Grantor, Grantees, their respective heirs, successors and assigns. Natural flowage of any water is not to be altered by construction of private entrances to lots.

10. That only licensed four-wheel vehicles may be used on the roadways or rights of ways in said Sections except vehicles such as cycles, ATV's or recreational vehicles may be used for the sole purpose of ingress and egress to the tract site.

11. No tract shall be used or maintained as a dumping ground for rubbish, nor shall any rubbish or garbage, or other waste of any type be allowed to accumulate on said tract. Said rubbish, garbage, or other waste shall be kept in sanitary containers, and all such containers or incinerators or other equipment used for the storage or disposal of said material shall be kept in a clean and sanitary condition and located in as inconspicuous a place as possible. It is understood and agreed that there is no obligation on the part of Patten Corporation

Mid-Atlantic to provide garbage or trash removal services.

12. No exterior television dish shall be constructed or erected on any tract or residence except of a brown or black color.

13. It is agreed that as soon as Seventy Five Percent (75%) of the tracts have been sold in this development, or in the exclusive determination preserved unto Patten Corporation Mid-Atlantic, a Corporation, a non-stock property owner's association, to be known as "Old Mountain Run, Inc.", shall be formed with one membership for each lot or tract owned, one vote for each lot owned, one assessment for lot owner's fee for each lot owned, and that this Association shall establish such reasonable annual assessment charge of up to One Hundred Dollars (\$100.00) per lot, subject to statute adjustments, of The Uniform Common Interest Ownership Act, for recreational and conservancy area, road maintenance and other maintenance relative to a subdivision of this type.

14. No advertising signs or billboards of any nature shall be erected, placed or maintained on any lot, with the exception of address identification signs, builder's job location signs, and real estate signs offering the premises for sale, none of which exceptions shall exceed four (4) square feet in size. The Grantor reserves the right to construct subdivision entrance signs and structures.

15. The discharge of firearms is strictly prohibited within Five Hundred Feet (500') of any improvement, cabin or living area on any lot within Old Mountain Run.

WITNESS the following signatures and seals:

ROYCE B. SAVILLE
ATTORNEY AT LAW
ROMNEY, WV 26757

WITNESS the following signature and seal.

PATTEN MID-ATLANTIC CORPORATION

By: Gary P. Sumner
Gary Sumner
Its President

(SEAL)

STATE OF WEST VIRGINIA

COUNTY OF BERKELEY

I, Diana Riggleman, a Notary Public in and for the County and State aforesaid do hereby certify that Gary Sumner, President of PATTEN MID-ATLANTIC CORPORATION, whose name is subscribed to the foregoing instrument dated the 10th day of September, 1988 has this day acknowledged the same before me in my said County to be the act and deed of said corporation.

Given under my hand and seal this 10th day of September, 1988.

My Commission expires:

Sept 24, 1994

Diana Riggleman

Notary Public



THIS INSTRUMENT WAS PREPARED BY ROYCE B. SAVILLE, ATTORNEY AT LAW
P.O. DRAWER 2000, ROMNEY, WEST VIRGINIA
26757-2000

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

Be remembered that on the 10th day of September, 1988, at 11:23 A M,
this Protective Covenant 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. Feller
County Commission, Hampshire County, W. Va.