

consideration for this conveyance that this conveyance is expressly made subject to the following provisions, conditions, restrictions and covenants, and which shall apply with like force and effect upon the grantees herein, their heirs and assigns and shall be considered as covenants running with the land.

1. It is understood and agreed between the parties hereto that the lot hereby conveyed is sold strictly for residential and recreational purposes and no business or commercial enterprise or profession of any kind or character shall be permitted or conducted on said lot hereby conveyed.

2. No livestock or poultry shall be kept or raised on said lot hereby conveyed at any time.

3. Any dwelling or outbuilding erected on said lot shall be of substantial construction and no dwelling shall be erected thereon which shall cost less than \$4,000.00, and no house trailer shall be placed permanently on said lot hereby conveyed which cost less than \$6,000.00; providing, however, that temporary housing or use of a house trailer might be made for a period of not exceeding one year from the date of this deed to permit the grantee to construct or obtain a permanent house as herein provided.

4. No septic tank or other sewage disposal system shall be constructed or maintained on said lot hereby conveyed without first obtaining approval from proper authorities of West Virginia Department of Health.

5. All buildings and other improvements placed on said lot shall be maintained in good condition; and that the

owner or user of said lot shall keep same in an orderly and neat manner so as to make the general appearance of same attractive.

6. No dwelling, building or structure or any part thereof erected on the said lot herein conveyed shall extend closer than 20 feet to the edge of any street, right of way or road on which this lot fronts or adjoins, and no dwelling, building, or structure or any part thereof shall extend closer than 5 feet to any property line or lines, except that this provision shall not be construed to prevent the owner of two adjoining lots from locating his or her dwelling or other structures or buildings on parts of both lots.

7. It is understood and agreed that the use of the right of way, roads and/or streets now constructed, or to be constructed as laid out in plat aforesaid, is hereby reserved to the lot owners, their successors or assigns, their guests or invitees; and it is further understood and agreed that the Grantors herein are not liable or obligated to maintain or repair said right of way, roads and/or streets.

8. It is further understood and agreed that Clara V. Cosner, widow of Clay Cosner, deceased, and Clara V. Cosner, as Guardian for Marsha L. Cosner, an infant, have, as aforesaid, caused a plat, including the land herein conveyed, to be made, dividing same into lots and roads and that the said Grantors intend to convey to various purchasers the lots described and contained in said plat by deeds containing restrictive covenants on the part of the purchasers therein similar to those herein contained, to the end that the restrictions therein imposed shall

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enure to the benefit of each and all of the purchasers of said lots whether they shall have become subject before or after the date hereof, and their respective heirs and assigns.

There is further hereby granted and conveyed by the said grantors to the said grantees to be used in common with all of the other lot owners of the 8.5 acres, more or less, the rights set forth and reserved in that certain deed to the Virginia Electric and Power Company by A. DeWitt Cosner, et al., by deed dated January 31, 1962, and of record in said Clerk's Office in Deed Book No. 170 at page 212, and which rights for the 8.5 acres were given the grantors herein in that partition deed aforesaid dated September 18, 1965, and of record in said Clerk's Office in Deed Book No. 81 at page 474, and in the deed aforesaid to the Virginia Electric and Power Company dated January 31, 1962, the said rights herein conveyed in common were reserved and described verbatim as follows:

"There is reserved to Owners, for themselves, their heirs and assigns, the exclusive right, except as herein stated, to enter upon, occupy, and use for recreational or agricultural purposes any part of the land hereby conveyed to Company which may lie above the fluctuating water line of the said reservoir, Owners may construct, maintain and use on such shore land (subject to requirements by regulatory authority), and beyond the same into the waters of said reservoir upon the land hereby conveyed to Company, such piers, jetties or other recreational or protective structures as in the opinion of the Company are not detrimental to the project, but Owners shall not have the

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right to construct or maintain any structure for human habitation on any part of said land. Owners shall not have the right to draw water from the said reservoir for any use beyond or removed from the aforesaid shore land. The rights reserved to Owners shall not exclude the right of the Company, through its employees or contractors, to enter upon and inspect such shore land, clear the same, remove or keep the same clear of timber, brush, trash, crops, pollutants, structures or obstructions, or to carry out any other activities thereon that the Company may deem desirable for the purpose of its aforesaid dam, reservoir and electric generating stations. Owners agree that they will not cause pollutants to pass across or through the aforesaid shore lands nor cause any waste, refuse or trash to be or remain thereon, or maintain thereon any nuisance or permit any structures thereon to become dilapidated, unsightly, or unsafe, and that they will hold Company harmless against all liability for injury or death to persons or damage to property resulting from the construction, maintenance or use of any such structures or from the use of the said shore lands by Owners or their invitees."

WITNESS the following signatures and seals:

Carl A. Wilson (SEAL)  
Carl A. Wilson

Lena I. Wilson (SEAL)  
Lena I. Wilson