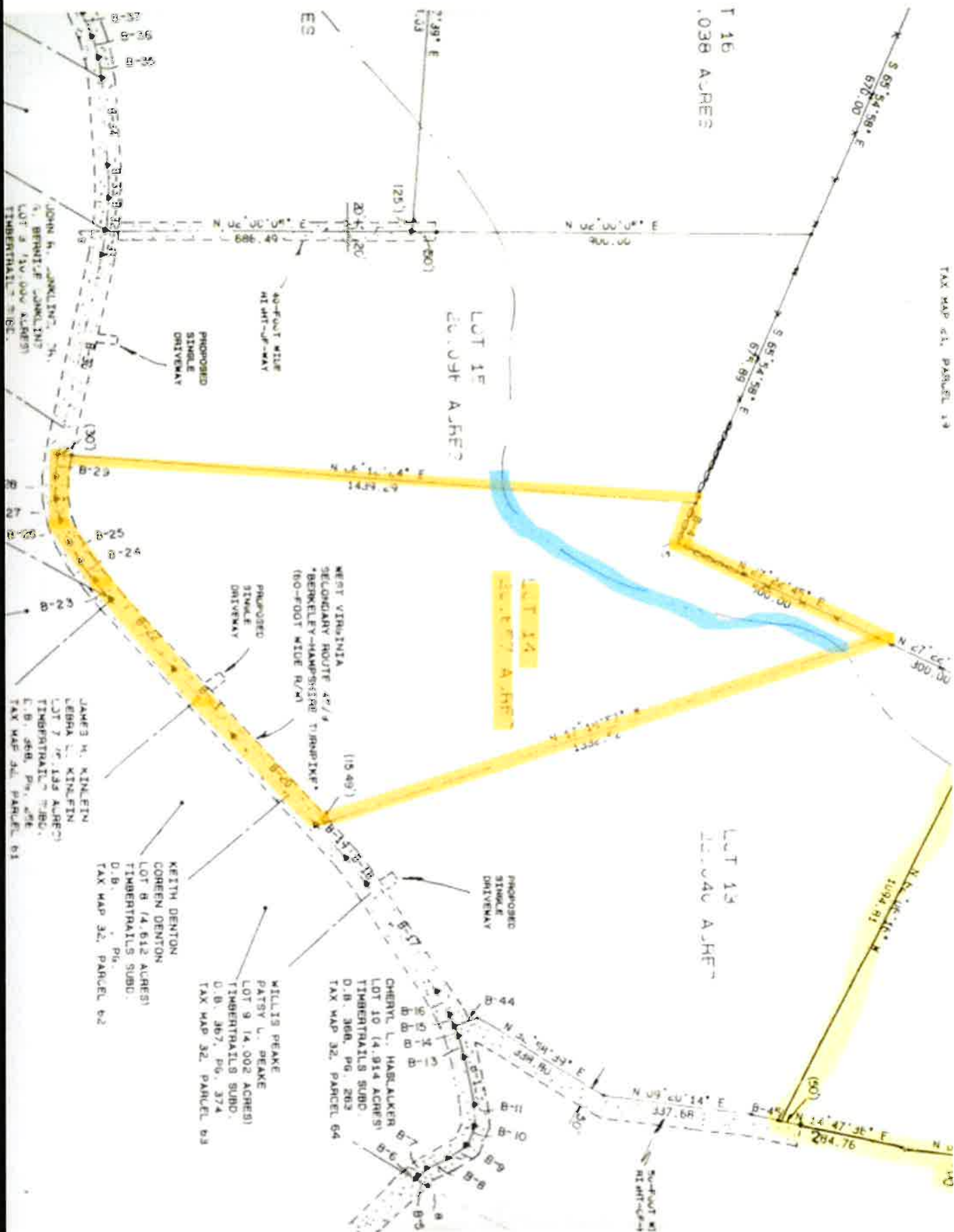


EST 13
11-040 A, HE



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H. Charles Carl, III

1-22-97

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RESTRICTIVE COVENANTS, CONDITIONS AND RESERVATIONS
FOR TIMBER TRAILS SUBDIVISION, PHASE II, LOTS 11 - 17

The following restrictive covenants and reservations shall apply and be binding upon all real property situate in Timber Trails Subdivision, Phase II, Lots 11 - 17, as shown on the plat of said Subdivision as prepared by R & S Services, Inc., on July 9, 1996, a copy of which said plat shall be recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, and shall be by reference made a part hereof for all pertinent and proper reasons, and the following covenants shall be considered covenants running with the land, and shall be binding upon all owners of property in Timber Trails Subdivision, Phase II, Lots 11 - 17, and is binding upon their heirs, successors and assigns.

SETBACK MINIMUMS

No setback minimums shall be applied to Lots 11 through 17 in their current status, which is to say, that so long as they are more than 20 acres per lot. However, should these lots be further subdivided, all county regulations concerning setback minimums shall be complied with.

UTILITY EASEMENTS

The developer reserves unto itself, its successors and assigns, the right to construct and maintain all utility and electric lines, or to grant rights of way therefor, with the right of ingress and egress for the purpose of installing or maintaining the same on, over or under a strip of land forty feet (40') leading from the road commonly referred to as the Berkeley/Hampshire Turnpike, which is West Virginia Secondary Route 50/15, as it intersects with the southeast corner of Lot 17 and the southwest corner of Lot 15 and thence travels in a northerly direction to the southeast corner of Lot 16, as shown on the attached plat, and said right of way easement for utilities is also to be used in conjunction with a right of way for ingress and egress over the same right of way; the developer further reserves the same utility line easement over that certain 50 foot right of way which leads from the southeast corner of Lot 13 where same intersects with the aforesaid West Virginia Secondary Route 50/15 as well as the southwest boundary of Lot 11 of said intersection, thence travels in a northeasterly direction to the southeast corner of Lot 12, again said right of way to be used for all utility easements as set forth above, and to be used in conjunction with the easement for ingress and egress over the same right of way, and again reference is made to the aforesaid plat for all pertinent and proper reason, including a more particular description of said utility easement. As all other lots in this Subdivision are already serviced by utility easements running along the bounds of West Virginia Secondary Route 50/15, there are no further easements reserved.

RESIDENTIAL AND AREA USE

All Lots shall be used for residential and recreational purposes only. With the exception of structures existing as of the date hereof, no residence shall be erected, constructed, maintained, used or permitted to remain on any Lot other than homes or dwellings containing not less than 240 square feet minimum total area, exclusive of porch, decking, basement and garage or outbuilding. Only one home and one guest house shall be permitted on each lot.

a. A private garage may be built separately or attached to and made part of the dwellings, but must be of the same materials and conform in construction to the dwelling.

b. All exterior construction must be completed and closed within two (2) years of the commencement date of excavation. All dwellings shall have an enclosed permanent foundation.

c. There shall be no trailers, buses, pre-fabricated all metal homes, or any derivative of the foregoing situate on any lot as a residence or for storage either temporarily or permanently. However, camper trailers shall be permitted on a temporary basis. Mobile homes and double wide mobile homes are permitted to be permanently placed upon the lots and shall be situate upon an enclosed permanent foundation. The mobile home or double wide mobile home must have a minimum nominal exterior dimensions of 14' x 70' for single wide mobile homes and 24' x 48' for double wide mobile homes.

d. Improvements and construction for the maintenance of animals shall be kept in good repair, shall be constructed of new materials and must conform generally in appearance with any dwelling upon a lot, although such improvements need not be constructed of materials identical to an existing dwelling. No such improvements shall precede the construction of the dwelling. 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.

SEWAGE AND JUNK

No dwelling shall be erected or maintained on any Lot unless there is constructed with it a septic 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.

ADVERTISING

No advertising signs or billboards of any nature shall be erected, placed or maintained on any Lot, with the exception of address, identification signs, builders' job location signs and real estate signs offering the premises for sale, none of which exceptions shall exceed five square feet in size. Developer shall have the right to construct subdivision entrance signs and structures, which shall remain erected on the Lot upon which each is situate.

AGRICULTURE

No swine, livestock, horses or poultry shall be raised, bred or kept on any Lot for commercial purposes, but household pets, such as dogs and cats, may be kept provided they are not permitted to run at large so as to become an annoyance to other

Lot Owners and further provided that they are not bred or maintained for commercial purposes. With suitable facilities and proper fencing, swine, poultry, horses and livestock shall be permitted on Lots for personal use, provided at least one acre per each grazing animal (i.e., livestock and horses) is fenced for the maintenance of said animal. No more than twenty (20) individual fowl may be kept on any single lot at any one time.

COMMERCIAL USE

No Lot shall be used for commercial purposes, save that Lots may be utilized for in-home occupations. While business invitee thereof all have 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 occupation are permitted such as body and repair shops, used car lots, metal and welding type occupation, etc.

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.

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.

MISCELLANEOUS COVENANTS

a. 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 of any boundary line.

c. These lots are taken subject to the exceptions and reservations as indicated as Notes A, B, C, & D, as shown on the plat of Timber Trails Subdivision, Phase II, which by reference is made a part hereof.

FURTHER SUBDIVISION

Lot Nos. 11, 12, 13, 14, 15, 16, and 17 can be subdivided further provided that any new lot created cannot be less than five acres and is subject to these protective covenants and complies with the Hampshire County Planning Commission Regulations.

FURTHER RIGHTS OF WAY

No rights of way or easements shall be granted or created across or upon any lot in said Subdivision except for those rights of way and easements as shown on the plat of said Subdivision, and except when a new lot is created from an existing lot. No right of way through any lot in this

Subdivision leading to any realty outside this subdivision, even if owned by the same person, is permitted, as no through rights of way shall be allowed.

VIOLATIONS

In the event of violations or the Association's enforcement of any of the covenants and restrictions applying to The Property, the costs and expenses attendant thereto shall be paid by the violator as part of any judgment or remedy obtained.

ROADS AND RIGHTS OF WAY

As this Subdivision has been created lying adjacent to West Virginia Secondary Route 45/9, which fronts each lot except Lot No. 5, the following conditions and covenants concerning roads and rights of way in the Subdivision shall apply:

a. Lot Nos. 16, 17, and 15 shall be serviced and possibly accessed by a right of way being 40 feet in width as shown on the attached plat, which shall also serve as utility easement for said three lots, and the parties shall equally maintain the use of said right of way if all three lots use same for entrance to and from West Virginia Secondary Route 45/9 as their main entrance. However, should Lots 15, 16 or 17 not use the 40 foot wide right of way as shown on the plat as their entrance to and from their respective lots, they shall not need to pay on a pro-rated share for the maintenance of any road constructed by either of the other lot owners. In other words, only the lot owners of Lots 15, 16 or 17, who use the 40 foot right of way as a means of ingress and egress shall share in the construction, maintenance or repair of said right of way. This right of way is also being used as the utility easement as set forth above.

b. Also, Lot Nos. 11, 12, and 13 shall share a common 50 foot wide right of way as shown on the attached plat, and again the parties shall pay a pro-rated share of the maintenance only among those lot owners who use this 50 foot right of way as a means of ingress and egress over a roadway built thereon. In other words, if Lots 11, 12 or 13 have other entrances which they use to and from West Virginia Secondary Route 45/9 as their primary means of ingress and egress to their property, they would not need to share in the maintenance of the 50 foot wide right of way. Also this is being used as a utility easement as set forth above.

c. It is further a covenant that should either Lots 15, 16 or 17 be further subdivided, again should the new lot created thereon use the 40 foot wide right of way as a means of ingress and egress to and from said Lot, they also shall share an equal portion of the road maintenance cost.

d. It is further covenanted that should Lots 11, 12, or 13 be further subdivided, that should the newly created lots use the 50 foot wide right of way used by these three lots as shown on the plat as their means of ingress and egress to and from their property, then the newly created lot shall also pay a pro-rated share of the road maintenance and repairs for said 50 foot wide right of way.

e. It is further covenanted that should the 40 foot wide right of way need to be constructed to service Lot No. 16, that the owner of Lot 16 who purchases same from the developer will be solely responsible for the cost of installing said road.

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WITNESS the following signature and seal of Robert R. Kessel, Developer and Owner.

BY: [Signature]
ROBERT R. KESSEL, DEVELOPER

STATE OF West Virginia

COUNTY OF Hampshire, TO WIT:

I, Linda J. Daugherty, a Notary Public, in and for the County and State aforesaid, do hereby certify that Robert R. Kessel, whose name is signed and affixed to the foregoing instrument dated the 15th day of January, 1997, has this day, acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 15th day of January, 1997.

[Signature]
Notary Public

Notary Seal

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

Be it remembered that on the 16th day of January, 1997 at 3:09 P M., this Covenants 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. Teller Clerk
County Commission, Hampshire County, W. VA. shl

CASTO & HARRIS, INC., SPENCER, WV RE-ORDER No. 4229-96

*Box 577
Funkstown Md 21734
62155*

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ROBERT R. KESSEL

TO: DEED

DOUGLAS A. STONE AND
STEPHANIE M. STONE,
HIS WIFE

THIS DEED, Made this 23rd day of
April, 1998, by and between Robert R.
Kessel, grantor, party of the first part,
and Douglas A. Stone and Stephanie M.
Stone, his wife, grantees, parties of the
second part,

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt whereof being hereby acknowledged, and other good and valuable consideration, deemed valid at law, the said party of the first part does, by these presents, grant and convey unto the said parties of the second part, as joint tenants with full rights of survivorship, and with covenants of General Warranty of Title, except as hereinafter set forth, all that certain tract or parcel of real estate, known and designated as Lot No. 14, Phase II, of Timber Trails Subdivision, situate in Gore District, Hampshire County, West Virginia, the said Lot No. 14, Phase II, containing 20.675 acres, more or less, as shown on that certain Plat or Survey titled Survey of Timber Trails Lot Nos. 11 through 17, as prepared by Rickie C. Davy, LLS, on the 9th day of July, 1996, a copy of which said Plat is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Map Book No. 8, at page 88, and to which said plat, reference is hereby made for all pertinent and proper reasons, including a more particular metes and bounds description of said realty.

And being a portion of the real estate conveyed unto the grantor herein by deed of Louise Doman, et als, dated the 24th day of May, 1995, and is of record in the Clerk's Office of the County Commission of Hampshire County, West Virginia, in Deed Book No. 360, at page 691.

This realty is conveyed unto the grantees herein, their heirs, successors and assigns subject to the Restrictive Covenants, Conditions and Reservations for Timber Trails Subdivision, Phase II, Lots 11 - 17, and which said covenants shall be deemed covenants running with the land, and a copy of which said covenants are of record in said Clerk's Office in Deed Book No. 373, at page 424, and reference is hereby made to said Covenants, and said Covenants are made a part hereof for all pertinent and proper reasons, and also those Amended Covenants for Timber Trails Subdivision, of record in said Clerk's Office in Deed Book No. 372, at page 123.

This realty is conveyed unto the grantees herein, their heirs, successors and assigns subject to all rights of way and easements as set forth on the above

described plat, and also as set forth in the restrictive covenants for Timber Trails Subdivision, Phase II, under the Road and Rights of Way section and reference is further made to said plat and covenants for a more particular description of all easements and rights of way affecting and appurtenant to said real estate.

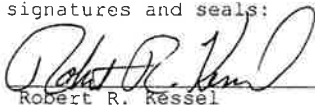
The grantor herein does further specifically state that he is conveying unto the grantees herein all of his right, title and interest in and to all of the mineral rights appurtenant to said real estate, and that he is only Quit Claiming same and makes no warranties as to the mineral rights, as it appears that the mineral rights have been heretofore assigned and may not convey with the property, but in any event the grantor conveys all and any of his interest in same unto the grantees.

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 Douglas A. Stone predecease his wife, Stephanie M. Stone, then the entire full, fee simple title in and to said real estate shall vest solely in Stephanie M. Stone; and should Stephanie M. Stone predecease her husband, Douglas A. Stone, then the entire full, fee simple title in and to said real estate shall vest solely in Douglas A. Stone.

TO HAVE AND TO HOLD the aforesaid real estate unto the said grantees, together with all rights, ways, buildings, houses, improvements, easements, waters, timbers, and all other appurtenances thereunto belonging, and all of grantors interest in mineral rights, in fee simple forever.

We hereby certify under penalties as prescribed by law that the actual consideration paid for the real estate conveyed by the foregoing and attached deed is \$ 29,900.00.

WITNESS the following signatures and seals:

 (SEAL)
Robert R. Kessel

STATE OF West Virginia
COUNTY OF Hampshire TO WIT:

I, Laurie A. Paugh, a Notary Public in and for the county and state aforesaid, do certify that Robert R. Kessel, whose name is signed and affixed to the foregoing deed, dated the 23rd day of April, 1998, has this day, after being first duly sworn, acknowledged the same before me in my said county and state.