

Mailed: Ronald Turner
2621 39th St NW #4
Washington D.C

5-11-88

44653

OF 383

RESTRICTIVE COVENANTS AND CONDITIONS
FOR HARDWOOD ESTATES

The following covenants and conditions shall apply to Hardwood Estates, lying and being situate in Sherman District, Hampshire County, West Virginia, and being the same real estate which was conveyed to Ronald W. Turner by Dr. Palmer, et al, by deed dated September 7, 1987, which is of record in the office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 295, at Page 376. Each and every one of these covenants and conditions is, and all are, for the benefit of each owner of the various tracts within Hardwood Estates, or any interest therein, and shall be construed as covenants and conditions running with the title of the land and with each and every part and parcel thereof regardless of how title was acquired, and said covenants and conditions shall remain in full force and effect unless and until modified by the owners of the various tracts of Hardwood Estates as hereinafter set forth.

In the event of violation or breach of the following covenants or conditions, or threatened breach thereof, the owner or owners of any tract or tracts in Hardwood Estates shall have the right to enjoin the same with proceedings at law or equity against the person or persons violating or threatening to violate said covenants and conditions, and such owner or owners enforcing same shall have the right to recover just damages for themselves and on behalf of all other owners of the various tracts in Hardwood Estates. No delay or omission in exercising any rights, powers or remedies provided in this paragraph shall be construed as a waiver thereof or any acquiescence therein.

Invalidation by any court of any specific covenant or condition contained herein shall in no way affect any other condition or covenant, and all covenants and conditions not expressly invalidated herein shall remain in full force and effect.

SEE, WALTERS
& KRAUSKOPF
ATTORNEYS AT LAW
MOOREFIELD
WEST VIRGINIA

1. The Grantor may assess each tract owner a sum of up to One Hundred Dollars (\$100.00) per year, per tract, with the exception of Tract No. 5, for the use, upkeep (not to include snow removal), and maintenance of rights-of-way within the subdivision, and it is further understood that each tract that has a permanent residence situated on same will be assessed the amount of One Hundred Dollars (\$100.00) per year, and that tracts not having any permanent residences on same will be assessed in the amount of Fifty Dollars (\$50.00) per year. The rights and responsibilities as created by this paragraph may be delegated by the Grantor to a committee of tract owners, appointed by the Grantor, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract until paid, and payment of said assessment and levy shall be made on or before the 15th day of January next following the purchase of any said tract, and on or before the 15th day of January of each year thereafter. When more than one tract is owned by a party or parties and in the event of resale by them of one or more of said tracts, then the obligation to pay said fee shall be binding upon the purchaser or purchasers thereof of said tracts, without any provision therein specifically so providing. After any failure of the Grantor or his heirs, successors or assigns, to exercise the appointive powers set forth in this paragraph, after reasonable notice by at least two (2) land owners within Hardwood Estates given to the said Grantor, his heirs, successors or assigns in title, a meeting of all land owners within Hardwood Estates may be called and the majority of those present shall be empowered with all the rights and powers the Grantor could have exercised under the provisions of this paragraph.

2. The Grantor reserves unto himself, his heirs, successors or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights-of-way therefor, with the

right of egress and ingress for the purpose of erection or maintenance on, over or under, a strip of land twenty-five (25) feet wide at any point along the side, rear or front lines of any of the tracts within said subdivision.

3. No further subdivision of any of the tracts within Hardwood Estates will be allowed for a period of twenty (20) years, and then only with approval of ninety (90) percent of the then existing tract owners within Hardwood Estates.

4. No structure of any type or kind whatsoever in Hardwood Estates may be erected closer than twenty-five (25) feet to any road right-of-way within said subdivision, nor shall same be in any manner erected closer than fifteen (15) feet to the sides or rear or front of any tract division line.

5. No trucks, old cars or unsightly vehicles may be left or abandoned on the tracts within Hardwood Estates; however, this item shall not be construed as to prohibit farm machinery or vehicles necessarily used in an active farm situation.

6. The construction of any driveway or roadway on any tract shall be done in such a manner so as not to interfere with the use of the main roadways within the subdivision; such construction of any driveway or roadway on any tract shall also be done in such a manner as to prevent any undue or unnecessary damage by drainage or otherwise to the main roadways. In some cases a pipe may be necessary across the driveway. Construction of any necessary driveways to conform to the requirements of the covenants and conditions shall be the sole responsibility of the tract owners.

7. All tracts within the subdivision, whether occupied or unoccupied, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of the accumulation of trash, rubbish, garbage, debris, junk or any other refuse thereon.

8. All rights-of-way within the subdivision of Hardwood Estates are for the exclusive use and benefit of the tract owners, and only the tract owners of said subdivision.

9. The roadway within the subdivision of Hardwood Estates is fifty (50) feet in width and, as such, each tract is subject to an easement of twenty-five (25) feet of road or roadway on each side of the center of said roadway as the situation may be with the various tracts within said subdivision. Each individual tract within the subdivision, with the exception of Tract No. 5, shall have the right to use the main roadway but only so far as said boundary of any individual tract, and no further, and especially not to the end of said roadway unless any subject tract shall be literally at the end of said roadway. Hardwood Drive shall be for the exclusive use of those tracts that have a boundary joining Hardwood Drive. Mountain View Drive shall be for the exclusive use of those tracts that have a boundary joining Mountain View Drive.

10. No businesses shall be operated from any tract within Hardwood Estates.

11. No more than one family dwelling, whether occupied permanently or not, shall be permitted on one tract within Hardwood Estates.

12. Upon the sale or conveyance on the part of the Grantor of eighty (80) percent of the tracts within Hardwood Estates, these restrictive covenants and conditions may be changed, altered, amended or deleted upon approval of eighty (80) percent of the then land owners, with the owners of each lot having one vote at a meeting called upon proper notice to all land owners.

13. Lots Nos. 20 and 21 have a gas pipeline crossing the edge of said lots and, as such, same will be conveyed subject to said gas pipeline right-of-way.

WITNESS the following signature and seal this the 7th day of March, 1988.

Ronald W. Turner (SEAL)
Ronald W. Turner

STATE OF Virginia
COUNTY OF Frederick, to-wit:

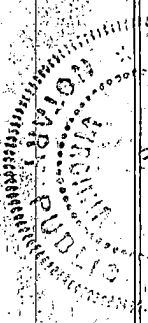
I, Pamela K. Keeler, a Notary Public in and for the County and State aforesaid, do hereby certify that Ronald W. Turner, whose name is signed to the foregoing writing, bearing date the 7th day of March, 1988, has this day acknowledged the same before me in my said County and State.

Given under my hand this 22nd day of April, 1988.

My commission expires September 25 1990.

Pamela K. Keeler
Notary Public

(AFFIX NOTARY SEAL)



SEE, WALTERS
& KRAUSKOPF
ATTORNEYS AT LAW
MOOREFIELD
WEST VIRGINIA

This instrument prepared by Jack H. Walters,
See, Walters & Krauskopf, Attorneys at Law,
P. O. Box 119, Moorefield, WV 26836.

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

Be it remembered that on the 4th day of May, 1988, at 9:01 A 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. Feller Clerk
County Commission, Hampshire County, W. Va.