

1 Mailed: 1-4-06
mtm Randal E. Jubb
8095 Solley Rd.
Glen Burnie, Md.
21060

67618

BOOK 451 PAGE 139

B. K. HAYNES CORPORATION
A Virginia Corporation
TO: DEED
RANDALL E. JUBB and HEIDI K. JUBB

THIS DEED, made and entered into this the 29th day of December, 2005, by and between B. K. HAYNES CORPORATION, a Virginia Corporation authorized to do business in the State of West Virginia, Grantor and Party of the First Part, and RANDALL E. JUBB and HEIDI K. JUBB, his Wife, Grantees and Parties of the Second Part, as joint tenants with rights of survivorship and not as tenants in common, whose mailing address is 8095 Solley Road, Glen Burnie, MD 21060.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration deemed valid in law, the receipt of all of which is hereby acknowledged, the said B. K. HAYNES CORPORATION, a Virginia Corporation authorized to do business in the State of West Virginia, Grantor and Party of the First Part, does, by these presents, grant, sell and convey, with COVENANTS OF GENERAL WARRANTY, unto RANDALL E. JUBB and HEIDI K. JUBB, his Wife, Grantees and Parties of the Second Part, as joint tenants with rights of survivorship and not as tenants in common, all of the following described real estate, together with all rights, rights-of-way, improvements and appurtenances thereunto belonging:

All of that certain lot, unit, farm, section or parcel of real estate lying and being situate near Capon Bridge in Bloomery District, Hampshire County, West Virginia, known and being designated as **Section 3 of OVERLOOK RIDGE, containing 20.859 acres, more or less**, according to a recent Plat of Survey titled "Plat of Survey of Overlook Ridge, Sections 2-8" prepared by Rickie C. Davy, Licensed Land Surveyor, WV No. 535, that is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Map Book No. 9, at Pages 286-288.

Overlook Ridge was created from an area containing a total of 133.082 acres, more or less, depicted on the aforementioned Plat of Survey of Overlook Ridge, and includes real estate depicted on the tax maps at the Hampshire County Assessor's Office described on Tax Map 34, Part of Parcel 0027 and Tax Map 35, Part of Parcel 0030. The subject tract of real estate is identified in the Hampshire County Assessor's Office on Tax Map 35, as Parcel

0114.

BEAN & BEAN
ATTORNEYS AT LAW
110 WASHINGTON STREET
100 REEFIELD, WEST VIRGINIA
26038

The unit, lot, farm or section herein conveyed is conveyed in fee simple unto the Grantees and Parties of the Second Part, their heirs and assigns, by the aforementioned Plat of Survey, except that the conveyance is subject to all easements, legends and notes shown and described on the Plat of Survey, which are incorporated herein by reference as if textually set forth in the body of this deed. Unless limited by the Plat of Survey, each easement, note or other matter described on the aforementioned Plat of Survey runs with the land and binds the Grantees, their heirs and assigns.

The Grantor and Party of the First Part does hereby specifically grant and convey unto the Grantees and Parties of the Second Part, their heirs and assigns, to the extent that it is necessary to obtain ingress and egress to their Section from U.S. Route 50, the non-exclusive and non-obstructed (not to be gated) use of the main right-of-way known as Bear Garden Trail which is described on the aforementioned Plat of Survey of Overlook Ridge.

The real estate herein conveyed is a small part of that tract of land conveyed unto B. K. Haynes Corporation, a Virginia Corporation, by deed from Edward E. Noble dated November 5, 2002, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 419, at Page 183.

PROTECTIVE COVENANTS - OVERLOOK RIDGE

The following Declaration shall be set forth verbatim in each deed of conveyance of Overlook Ridge, Sections 2-8, as shown on the Plat of Survey of Overlook Ridge, which is recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Plat Book No. 9, at Pages 286-288, and/or incorporated by reference if not published verbatim:

DECLARATION

To maintain and protect property values within Overlook Ridge to provide for adequate light and air; to prevent congestion and undue crowding of land; to insure that this development is used primarily for residential, recreational, camping, vacationing, for the growing and harvesting of gardens and/or light farming; and to preserve the natural beauty of Overlook Ridge, the Grantor and Party of the First Part does now promulgate the following common protections for the common good of all owners.

The protective covenants and rights, rights-of-way, easements and limited easements set forth herein constitute the Grantor's declaration; and the protective covenants, rights, rights-of-way, easements, limited easements and other matters set forth in this deed of conveyance run with the land and are binding upon the Grantor, the Grantees, their successors, heirs and assigns. Furthermore, a verbatim written description of this Declaration shall be included in all deeds of Overlook Ridge.

This is a Planned Community pursuant to West Virginia Code 36B-1-101, et seq., but the Grantor claims an exemption from the West Virginia Uniform Common Interest Ownership Act pursuant to West Virginia Code 36B-1-203(2), as the Grantor now provides in this Declaration that the annual average common expense liability of all sections, exclusive of user fees and insurance paid for by the association, may not exceed Three Hundred Dollars (\$300.00) as adjusted pursuant to West Virginia Code 36B-1-114, a copy of which is attached hereto as Exhibit One.

BOARD OF DIRECTORS

The Grantor shall, after closing on the sale of at least four (4) separate tracts of real estate from Overlook Ridge, appoint an initial Board of Directors consisting of owners of Overlook Ridge, to provide for road and common easement maintenance and enforcement of the protective covenants. The initial Board shall consist of not less than two (2) nor more than four (4) Board members, one of whom shall be the Grantor's nominee (and not necessarily an owner in Overlook Ridge). The initial board shall serve in that capacity until they call a first meeting of the Owners of Overlook Ridge, which should be no later than June 30, 2004. However, the appointed Board shall continue to act until the election can be conducted and the new Directors installed. The Board of Directors shall act by majority vote. The Board of Directors shall annually adopt a budget which shall be presented to the Owners at the Owners' annual meeting and adopted unless rejected by them at said meeting; and the Board may, if requested by the Owners Association, enforce the protective covenants set forth in this Declaration and assume any other duties authorized by the membership.

ANNUAL ASSESSMENT

The Board shall, at least annually, set the annual assessment to maintain Bear Garden Trail in accordance with the preceding paragraph, not to exceed Three Hundred Dollars (\$300.00) per annum, except as may be adjusted by West Virginia Code 36B-1-114. The

monies obtained from the assessment may be used for road right-of-way maintenance, the reasonable and necessary costs of maintaining the Association in good standing, and the cost of any liability insurance. Provided, a separate sum of money may be assessed and invoiced to each owner for liability insurance if that is the will of the Association.

GRANTOR/DECLARANT EXEMPT FROM ASSESSMENT

In consideration of Grantor's development of the Planned Community, the Grantor is exempt from paying the annual average common expense assessment, including the cost of any insurance assessment on any farms or sections of Overlook Ridge that the Declarant/Grantor owns or may re-acquire.

RIGHT OF WAY FOR INGRESS AND EGRESS -
BEAR GARDEN TRAIL

Subject to the rights of all others having the legal right of ingress and egress, and reference is made to the Plat of Survey of Overlook Ridge for more information concerning the rights of others to use the roadway system of Overlook Ridge, the Declarant grants and conveys unto each owner of Overlook Ridge, their heirs, successors and assigns, a non-exclusive, open, non-obstructed right-of-way from U. S. Route 50 over, across and through Bear Garden Trail.

BEAR GARDEN TRAIL IS SUBJECT TO USE AND RIGHTS OF OTHERS

It is expressly understood that the Owners, their heirs and assigns, of Riverfields Subdivision (containing 11 lots or farms presently) and Farms of the River Region (containing 32 farms presently) have the right to use Bear Garden Trail as necessary to obtain ingress and egress to certain farms which border or adjoin Bear Garden Trail. In addition, the Owners, their heirs and assigns, have the right to horseback ride and/or walk the length of Bear Garden Trail. Reference is made to the Plats of Survey of these two subdivisions: Farms of the River Region - Plat Book No. 9, at Page 195, and Riverfields - Plat Book No. 9, at Page 222.

EQUESTRIAN & PEDESTRIAN EASEMENT ALSO GRANTED
TO OWNERS OF OVERLOOK RIDGE

The Grantor grants and conveys unto each of the owners of Overlook Ridge an easement over, across and through Bear Garden Trail, for equestrian and pedestrian travel. This right is non-exclusive and is subject to the same rights and easements which were

previously granted unto the Owners of Riverfields and Farms of the River Region, two adjacent subdivisions. Any horseback rider assumes the risk of riding horses on the private subdivision road and is placed on notice that Bear Garden Trail is subject to motor vehicle usage by other persons who are not Owners of Overlook Ridge and whose conduct is not governed by the rules and protective covenants contained herein. Therefore, any owner who elects to horseback ride and/or walk on the road system assumes the risk of doing so and must do so with due regard for the rights of others. Any Owner's use of said rights of way for pedestrian and/or equestrian use is subordinate to and shall not interfere with the legitimate rights of persons having the right to use the foregoing roads for ingress and egress to their properties.

ACTUAL WIDTH OF BEAR GARDEN TRAIL

Although the easement provides for a forty foot (40') easement, the actual traveled portion of the road will be considerably less than forty feet (40') in width. The Grantor does not represent that Grantor will install the road to any designated width. The Property Owners Association may elect to widen Bear Garden Trail, in which case this cost may be paid from the treasury of the Property Owners Association.

MAINTENANCE OF BEAR GARDEN TRAIL

Because the Owners of Overlook Ridge must use Bear Garden Trail to obtain ingress and egress to their properties, the Property Owners Association has the duty, regardless of anything which may be written in the protective covenants of Riverfields Subdivision, to initiate and provide for maintenance of Bear Garden Trail. Grantor discloses that Riverfields' Property Owners Association has a duty to share in the maintenance of Bear Garden Trail as does the Property Owners Association of Farms of the River Region. Furthermore, certain other property owners whose property rights predate the creation of Overlook Ridge have the right to use Bear Garden Trail for ingress and egress, and each of them has a common law duty to contribute to the maintenance of this private right of way. It is the duty of the Overlook Ridge Property Owners Association to contact the Board of Directors of Riverfields, Farms of the River Region, and any other owners who have the right to use Bear Garden Trail and to develop a plan or budget, at least annually, for the maintenance of Bear Garden Trail. Ideally, a general agreement for maintenance will be achieved, and signed off on by each of the owners who has the right to use Bear Garden

Trail. In the event of deadlock or failure to agree, the Property Owners Association of Overlook Ridge nevertheless has the duty to perform such maintenance as has been budgeted or which may otherwise be agreed upon by the Owners of Overlook Ridge. In the event it is necessary to do so to protect the rights of the Owners, any owner of Overlook Ridge, upon authorization by the Property Owners Association, or the officers thereof, may file suit against any and all owners of any parcel(s) of real estate having the right to use Bear Garden Trail to compel them to pay their fair share of maintenance costs and/or to recover a monetary judgment against them if warranted by the facts.

For a list of owners having the right to use Bear Garden Trail, reference is made to the Plat of Survey of Overlook Ridge, and particularly to Note J thereof. Reference is also made to the Plat of Survey of Riverfields - Plat Book No. 9, at Page 222, and the Plat of Survey of Farms of the River Region - Plat Book No. 9, at Page 195, for a list of the farms or lots within each of those subdivisions which has a right of ingress and egress over, across and through Bear Garden Trail.

WELL BOTTOM TRAIL - A LIMITED RIGHT OF WAY
FOR INGRESS AND EGRESS FOR LESS THAN ALL OWNERS

The Declarant also grants and conveys unto certain of the Owners of Overlook Ridge, and to the owner of a 20.096 acre reserved tract which adjoins Overlook Ridge and is not a part thereof and not subject to these protective covenants except to the extent expressly set forth herein, a limited common easement over, across and through Well Bottom Trail for ingress and egress with U.S. Route 50, i.e., an unobstructed non-exclusive right for Sections 2, 3, 4, 5 and 6 of Overlook Ridge to use Well Bottom Trail for additional ingress and egress with U.S. Route 50.

ADJACENT 20.096 ACRE TRACT NOT A PART OF OVERLOOK RIDGE

The Declarant, B. K. Haynes Corporation, owns a 20.096 acre parcel of real estate which adjoins two public roads, to-wit: U.S. Route 50 and Smokey Hollow Road. The 20.096 acre tract also adjoins Overlook Ridge. Be it understood that the 20.096 acre tract of real estate is **not** a part of Overlook Ridge, and it is not subject to nor is it bound by the terms of this Declaration, except that it is bound by the provisions set forth herein for Well Bottom Trail. The owners, heirs and assigns of the 20.096 acre tract are bound by the "Terms of Use of Well Bottom Trail" set forth herein.

WELL BOTTOM TRAIL TO BE USED IN COMMON
WITH A 20.096 ACRE TRACT

Well Bottom Trail is also for the benefit of a 20.096 acre parcel of real estate presently owned by B. K. Haynes Corporation. The 20.096 acre tract is shown on the Plat of Survey of Overlook Ridge of record in Plat Book No. 9, at Page 286), and it has frontage on Well Bottom Trail, U. S. Route 50, and Secondary Route 6, also known as the "Smokey Hollow Road" located within Overlook Ridge.

TERMS OF USE OF WELL BOTTOM TRAIL

1. Provided further that all Owners who have the right to use Well Bottom Trail are exclusively responsible to provide for its maintenance and the maintenance and functionality of a separate sight easement described herein. The Property Owners Association of Overlook Ridge is NOT responsible to maintain this limited common easement. The Owner of the 20.096 acre reserved tract, and the Owners of Sections 2, 3, 4, 5 and 6 of Overlook Ridge shall, from time to time, meet and determine further maintenance requirements of Well Bottom Trail, and they shall share in its cost of maintenance according to the use, wear and tear that each places on said limited common element.

2. Provided further that in order to obtain ingress and egress with U.S. Route 50 from the Well Bottom Trail, the owners of the 20.096 acre residue, and their heirs, successors and assigns, and the owners of Sections 2, 3, 4, 5 and 6 of Overlook Ridge, their heirs, successors and assigns, are granted each and every right conveyed unto the Declarant by Edward E. Noble, a predecessor in title, to use and maintain a SIGHT EASEMENT located on a 22,914 square foot tract owned by Edward E. Noble. See Deed dated November 5, 2002, and of record in the Hampshire County Clerk's Office in Deed Book No. 419, at Page 183, and also see Note O of the Plat of Overlook Ridge - Plat Book No. 9, at Pages 286-288.

3. It is expressly understood that each owner who has the right to use Well Bottom Trail for ingress and egress with U.S. Route 50 has a *separate, individual, CONTINUING and non-delegable* duty to inspect the sight easement before using it to assure that it is free from obstruction, and from time to time as may be necessary, to mow, trim, cut and remove obstructions therefrom which may inhibit, obstruct or partially obstruct the view of any person entering and accessing U.S. Route 50 from Well Bottom Road who is or may be driving, operating or controlling any type of conveyance or equipment, motorized or non-

motorized, be it a car, truck, bicycle, tricycle, four wheeler, tractor, heavy equipment, or any type of equipment which is capable of being driven, operated and moved from Well Bottom Trail onto U.S. Route 50.

RULES AND REGULATIONS RESPECTING USE OF ALL SUBDIVISION
ROADS, BEAR GARDEN TRAIL & WELL BOTTOM TRAIL

1. Although a pedestrian/equestrian easement has been reserved the length of Bear Garden Trail, Bear Garden Trail is otherwise to be used for ingress and egress to an Owner's Section of real estate, nothing more. In fact, the right of way provided for ingress and egress may only be used to the extent and for the necessary distance required to obtain ingress and egress to the Owner's parcel of real estate.

2. Off road motorcycles, dirt bikes or other all terrain vehicles, or similar motorized conveyance may be used on Bear Garden Trail under the following terms and conditions:

A. They must be equipped with noise abatement equipment.

B. They shall only use the subdivision roads as necessary to obtain ingress and egress with the public road. In other words, joy or pleasure riding the entire length of Bear Garden is prohibited. An Owner has the right to travel from the public road to the Owner's private driveway, no further and then only to obtain ingress and egress with the public road.

C. Nothing is intended to prohibit the use of off road motorcycles, dirt bikes or other all terrain vehicles, or similar motorized conveyance on an Owner's property, but noise abatement requirements are still mandatory.

D. No Owner shall create a non-profit or for profit track for purposes of racing off road motorcycles, dirt bikes or other all terrain vehicles, or similar motorized conveyance. Off road motorcycles, dirt bikes or other all terrain vehicles, or similar motorized conveyance may be used on an Owner's Section, but use thereof is limited to the Owner and the occupants of Owner's real estate. However, racing is strictly prohibited.

E. Nothing is intended to prohibit the use of conventional motorcycles or four wheelers which are properly licensed and lawful to use on the public roads. Furthermore, these protective covenants are not intended to prohibit an Owner from using four wheelers on individual Sections of Overlook Ridge.

OWNERS' ASSOCIATION TO BE CREATED & GENERAL
INFORMATION ABOUT ROAD RIGHTS-OF-WAY

After four (4) parcels of real estate have been sold and closed on, but not later than June 30, 2004, the appointed Board shall call for and conduct the first of what will be an annual section owners meeting for the purpose of electing a Board of Directors and transacting such business to come before the property owners. The appointed Board shall present the owners with a set of proposed by-laws which will regulate the internal affairs of the Association, it being understood that the purpose of said Association is to provide for maintenance of roads; to annually establish a budget which shall be adopted unless rejected or reformed by the membership; to collect the annual assessments; to procure liability insurance if the Board, or its successors (to be elected by the owners) believe it is desirable; and to provide for enforcement of the common deed provisions contained herein, which have been designated as protective covenants which run with the land and are binding upon each Farm, Section, and/or Lot Owner, his/her/its heirs, successors and assigns. The by-laws may be adopted with or without amendment as the will of the Association shall dictate. The Board of Directors' terms may expire at the same time or be staggered, as determined by the owners, and the Board of Directors, once elected, shall appoint its officers from the membership of the Board or the Association. The appointed Board shall present a proposed budget with proposed annual assessment at the first meeting of the Owners, which shall be approved unless rejected by the Owners at the first regular meeting. Thereafter, the Board of Directors shall, at least thirty (30) days prior to the annual Owners meeting, propose a budget and submit it to the Owners at each annual meeting. The budget shall be ratified by operation of this instrument, unless rejected or reformed by the Owners at said annual meeting. The budget shall provide for maintenance of Bear Garden Trail.

LIABILITY INSURANCE

The Board of Directors may, if requested by the membership, obtain liability insurance for the benefit of the Association, which includes liability protection from accidents or occurrences on any common easements or rights-of-way used, controlled and/or owned by Overlook Ridge. If liability insurance is obtained, a separate assessment for the reasonable cost of same may be collected annually or more often from each of the Owners.

VOTING AT THE OWNERS' ASSOCIATIONS MEETINGS.

There shall be one vote for each section owned by an Owner. In the event a corporation, limited liability company, partnership, limited partnership, religious organization or other similar entity owns a section or farm, it shall be required to provide a certified resolution or minutes from a meeting designating its agent who is entitled to vote at the Owners' meetings. In the event that two or more persons jointly own a section, they shall designate in writing, signed by both of them in advance of the meeting, the identity of the person who is authorized to cast votes at the annual meeting. Any person who holds title to a farm or section in a fiduciary capacity for another may, after providing proof of the relationship, vote on behalf of that property. Any owner may issue a proxy authorizing another person to vote in his/her/its stead at the annual meeting, but Board Members may not delegate responsibility and vote by proxy at meetings of the Board of Directors. Rules respecting internal operation of the Association shall be set forth in the by-laws. Should the Association fail to address a legal matter relating to the internal operation of the Association, the default law governing internal operation of non-profit corporations in West Virginia, as set forth in the West Virginia Code, shall apply.

RIGHT OF ENFORCEMENT OF DECLARATION
AND PROTECTIVE COVENANTS

The Grantor specifically grants and conveys unto any owner, his/her/its heirs, successors and assigns, including the Owners' Association, its elected officers, or successors and assigns, the right to enforce any protective covenants set forth in the body of this deed of conveyance.

AMENDMENTS TO THE DECLARATION

The Declaration and Protective Covenants contained herein shall not be amended before November 30, 2008. Thereafter, the Declaration may be amended only by vote or written agreement of at least seven (7) of the eleven (11) farms within the subdivision. The covenants may not be changed to eliminate or curtail right-of-way easements and utility easements provided for on the Plat of Survey. In order to give fair notice to an Owner of any proposed change to the Declaration, any person desiring to make a proposed change or amendment to the Declaration at a regular or special meeting called for that purpose must reduce it to writing using the exact wording that the Association will be requested to approve and mail it to each owner at least fourteen (14) days in advance of the meeting where the

amendment is to be considered. Alternately, the Board of Directors or any Owner may prepare a proposed amended Declaration and circulate it among the membership for execution by the Owners. Any such proposed Amended Declaration should be reviewed by a lawyer before dissemination to the membership to insure that it is in proper legal form for recording at the County Clerk's Office (if signed by the requisite number of Owners). If at least five (5) Owners affix their signatures to the proposed Amended Declaration, with duly notarized signatures, the Amended Declaration shall be recorded at the County Clerk's Office and will supersede any prior inconsistent portions of the original Declaration. In the event an Amended Declaration is adopted and recorded, the original Declaration shall still remain in force and effect except as amended by the Amended Declaration. Any amendments to the Declaration, to be effective, must be recorded in the deed books at the Office of the Clerk of the County Commission of Hampshire County. To be recorded, any Amended Declaration which was adopted by vote at a special or regular meeting of the Owners shall be so certified by the President of the Owners Association, or in his absence, by the Vice President of said Association.

PRIMARY RIGHT-OF-WAY FOR INGRESS AND EGRESS

Bear Garden Trail is the only right of way which will be maintained by the Association. It is expressly understood that these covenants may never be amended so as to curtail or eliminate any Owner's access to his Farm/Section or Lot over the road right-of-way system, nor may they be amended to curtail or diminish the rights of any predecessor in title to use the road system.

OTHER EASEMENTS RESERVED FOR THE BENEFIT OF THE OWNERS

Utility Easements. In addition to the road rights-of-way, utility rights-of-way have been reserved over, across and through Overlook Ridge, for the benefit of the Grantees, their heirs and assigns. Utility easements have also been reserved by Grantor's predecessors in title. Those utility easements are matters of public record, and the Owners of Overlook Ridge take title subject to any utility easements created in favor of or reserved for the benefit of third parties. It is not contemplated that the Grantor and/or Association shall expend Association monies in providing for access to water, electric or other utilities. Each Owner has the duty to arrange for the installation of his/her own utilities. The Association may not amend the protective covenants so as to interfere with or diminish the right of any Owner to

obtain utilities, nor may they be amended to interfere with the utility rights of any predecessor in title. On October 15, 2003, B. K. Haynes Corporation granted Potomac Edison Company a forty foot (40') wide electric easement for purposes of allowing the constructing, reconstructing, inspecting, operating and maintaining of an overhead and/or underground electric and communication system including all necessary poles, anchors, wires, trenches, conduits, cables and other facilities over, under and upon Overlook Ridge. The language of the easement also reads that the easement is "twenty feet along all road rights of ways, either as now or hereafter laid out, and along the perimeter boundary lines of said subdivision and forty feet along all interior lot lines with twenty feet on either side of said lot lines, either as now or hereafter laid out, and to extend out of said subdivision, and additional widths for guying when the company is required to install its facility outside of this dedicated right of way because of grading, slopes, swales, water or sewer lines." This easement has not been recorded at the County Clerk's Office as of this date and time, but each Grantee takes title subject to the terms and conditions of said agreement which have been fairly described herein.

OTHER MATTERS OF RECORD AFFECTING
USE AND ENJOYMENT OF THE OWNERS

Surveyor's Notes

See the surveyor's notes to the Plat of Survey, which are incorporated herein by reference.

Wet Lands & Hundred Year Flood Plain

The Plat of Survey of Overlook Ridge discloses that certain locations of Overlook Ridge lay within the 100 year flood plain. Although the surveyor has generally disclosed the location of the flood plain, each Owner has a duty to inquire and obtain any necessary permit from the County Officer before building in a flood zone. Before building in any area, each owner has a non-delegable duty to determine that the area chosen for further improvement does not lie within a wetland. To the Grantor's best knowledge and belief, none of the road rights-of-ways shown on the Plat of Survey is located in a wetland.

Hampshire County Subdivision Control Ordinance

Hampshire County has adopted a Subdivision Ordinance which requires setbacks, which are designated on the Plat of Survey. The Ordinance also requires permits be obtained from the Planning Commission before a tract is subdivided. The Owners of Overlook Ridge

take title subject to this law and any other state, federal or local law which may affect the rights of an Owner to use and enjoy his/her/its lands.

Definitions

The words "farm, section, lot and unit" may be used interchangeably, and Section refers to Sections 2 through 8 of Overlook Ridge. Overlook Ridge does not have a Section One. Pedestrian, when used in the context of an easement, shall also be defined to include equestrian, and reference to an equestrian easement shall be deemed to refer to and include pedestrian easement. The use of he, she, they, it and other like pronouns may, from time to time, be used interchangeably, but shall be defined in order to give the proper context to a sentence.

PROTECTIVE COVENANTS

A. Further subdivision of all farms located within Overlook Ridge is prohibited unless authorized by the Hampshire County Planning Commission and unless all required permits and licenses are obtained from any and all county, state and federal agencies. Owner has the duty to inquire with any and all public regulatory agencies before further subdividing any parcel, and assumes the risk and financial loss of failing to do so. The Department of Highways has issued a permit for each of the sections of Overlook Ridge. Any lot which is further subdivided would require a new entrance permit from the Department of Highways.

B. These sections are intended to be used as primary residences, second residences, and as small farming units. In addition, a lodge may be constructed to provide for the recreational use of the members of any organization. Home occupations may be conducted by the owner provided that they do not create a burden on the rights-of-way, common easements, limited common easements, or otherwise constitute a nuisance to the Owners.

C. Gardens may be kept and maintained on any Farm within Overlook Ridge. Light farming may be also conducted, which is defined to include raising of crops and hay and keeping and/or pasturing of a limited number of large exotic or domesticated animals (average weight of twenty-five (25) pounds or more when adult size is reached). However, not more than one head of livestock, including offspring, shall be kept or maintained for each five (5) acres of woodland owned, or if a section includes pasture land, one head of livestock may be kept and maintained for each acre of pasture land. Examples of large animals which fall within this restriction include but are not limited to: sheep, goats, pigs, cattle, donkeys,

and other similar animals whether domestic or exotic. Furthermore, no animal shall be kept or maintained in violation of any local, state or federal laws. All animals kept or maintained on an Owner's section shall be suitably confined by fence or other accessory which restrains the animals from trespassing on rights-of-way, common easements, limited common easements, and/or adjoiner's real estate. Each Owner has a duty to properly care for his animals, not violate any state laws in regard to their care, and if a question arises over an Owner's legal duty in regard to fencing, standards of care, and the like, he/she/it has a non-delegable duty to inquire with the State of West Virginia and/or other knowledgeable person regarding same. Any farm or domestic animals which are kept on a year round basis shall be housed in a barn or shelter which is designed to coordinate generally with the residence placed on the farm, and the barn or shelter must be regularly painted and maintained so that it does not detract from the value of the farms within Overlook Ridge.

D. Owners may keep or raise up to ten (10) poultry or similar avian creatures for their personal use as pets, or to collect eggs for personal household consumption; provided however, the placement, construction, erection or maintenance of poultry houses, hog shelters or lots on any section is strictly prohibited.

E. The keeping or kenneling of animals by any person, not for profit company, public body, or private corporation is prohibited. This shall not be construed to prohibit the construction of a barn to house horses or other livestock which are legally placed on a section pursuant to these protective covenants, nor shall it be construed to prohibit the construction of housing or pens to care for a determinate number of "small pets" described below.

F. Any owner who desires to do so may keep or maintain a determinate number of domesticated small pets on his property. Examples of small pets include dogs or cats. No more than one small pet, including offspring, for each acre owned may be kept or maintained on any section, provided that no more than four dogs and four cats may be permanently kept or maintained on any farm. All small pets shall be tied or otherwise confined to the physical boundaries of each section. Each Owner is expected to use reasonable care so that small pets maintained by an Owner do not trespass on another Owner's property. West Virginia has strict laws which charge an owner or keeper of dogs with liability for damages inflicted by a dog regardless of the disposition of the animal. Each pet owner has a non-delegable duty to

inquire with the State of West Virginia or other knowledgeable person concerning his duty as a pet owner.

G. Not more than one single family residence and a guest home shall be erected on a parcel except that the lots fronting on Well Bottom Trail may have a residence located on Bear Garden Trail AND Well Bottom Trail if all permits are obtained from the necessary local, state and federal agencies who are required to provide permits. GRANTOR DOES NOT WARRANT NOR REPRESENT that an Owner who has a farm, section or lot which fronts on Well Bottom Trail will be able to obtain these permits and licenses to install a second residence, but merely allows for the construction and placement of a second home along Well Bottom Trail if these permits and licenses can be obtained. Each owner has a non-delegable duty to inquire and obtain all licenses and permits before constructing any home or making any permanent improvements on his farm or section or lot. Owner assumes the risk of acting before he has obtained all necessary permits and licenses.

H. Mobile homes or double-wide trailers are prohibited. Provided however, that in order to accommodate the time period required to complete construction of a house, an Owner who has obtained a building permit from the Hampshire County Planning Commission and/or any other applicable agency requiring a building permit, may effective with the date that the building permit is issued, temporarily place a mobile home on his/her/its Farm for a period not to exceed twelve months therefrom in order to provide temporary living accommodations during construction. The trailer must be removed from the premises upon the occurrence of the earlier of the two events, i.e. passage of twelve months from date of issuance of building permit or completion of the house, whichever occurs first.

I. The discharge of a firearm on any section is allowed so long as it does not violate West Virginia State law. Provided however, West Virginia law makes it unlawful to discharge firearms in certain places where people are likely to gather and/or near dwelling houses and/or across certain types of roads. All section owners have a continuing, non-delegable duty to inquire and ascertain what law regulates the discharge of firearms given the physical location of their farm within Overlook Ridge, vis a vis neighboring sections, houses, roads, easements, and the like, and to strictly comply with the law.

J. The creation, operation or maintenance of a shooting range on a non-profit or for profit basis is strictly prohibited. This is not intended to prohibit any owner from erecting targets for his personal use and target shooting on his property so long as he exercises due care and violates no state law.

K. No owner shall allow or permit, either on a non-profit or for profit basis, paint ball or similar war type gaming on his/her property.

L. No owner shall allow or permit to be maintained on his/her section, either on a non-profit or for profit basis, a campground where its members, shareholders, co-owners, guests or invitees, are regularly invited to park campers on a daily basis throughout the summer season. This is not intended to prohibit a church, other religious group, or non-profit group from purchasing a farm, and from time to time, sponsoring camp outs for its members, nor is anything herein intended to prohibit the construction of a lodge on any twenty (20) acre tract and to use the lodge for the use of its members, shareholders and guests.

M. No section shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers. All trash, garbage, fuel storage tanks and stored raw materials must be kept from view of the public.

N. Unlicensed motor vehicles, unrepaired vehicles, and/or motor vehicles maintained for parts or salvage, including so-called "junk" vehicles, shall not be kept or maintained on any section within the subdivision.

O. An Owner may keep and maintain his own camper and/or recreational vehicle on any section. However, it is the Owner's duty to maintain current registration and tags on any such vehicle. Any such camper or recreational vehicle which has been unlicensed for more than three (3) months shall be in violation of these covenants and is subject to removal the same as any junk vehicle.

P. Each Owner is under a duty to keep his section in a neat and attractive manner. All yards created and maintained in connection with any house constructed on a farm, section or unit shall be regularly mowed. The mowing requirement shall not be interpreted to inhibit an Owner from farming his tract, but may be enforced, at the discretion of the Association, its Board of Directors, or any Owner, if the grounds have been neglected and the grass exceeds twenty four inches (24") in height because of Owner neglect, not because of any genuine plan to farm his land.

Q. Reasonable cutting of wood or timber for personal use or for land clearing incidental to construction of a dwelling house or outbuilding is permitted; however, no cutting of wood for commercial purposes is allowed, i.e. timber may not be sold to a third party. Clear cutting of the tract is expressly prohibited. Provided further, that an Owner who desires to create pasture land for farm animals may, so long as he complies with all state and local laws, cut trees on a small tract of real estate up to one acre for the sole purpose of creating pasture.

R. In the event that an Owner successfully obtains permits from the Hampshire County Commission, such entrance permit as may be required by the West Virginia Department of Transportation, Division of Highways, and approval from all other necessary local, state or federal agencies, which authorize an Owner to further subdivide his farm, the Owner shall bear the expense of re-surveying his farm and getting the plat approved by the Hampshire County Planning Commission, or other applicable governing body. Before the Plat of Survey may be admitted to record, it must also be approved by the Board of Directors of the Association, and the Owner must present a proposed plan with all necessary permits to the Board of Directors demonstrating that he has complied with all matters of law, local, state and federal and that all practical matters affecting the Owners of Overlook Ridge have been addressed (i.e. for example, redrawing of setbacks which may also affect utility easements, and provision for road rights-of-way required as a result of further subdivision), including but not limited to proof that the Planning Commission (or other governing body) has approved the plat; and that the West Virginia Department of Transportation, Division of Highways, has issued an amended entrance permit to account for additional traffic which may use the highway entrance. Furthermore, the Owner must show that the further subdivision of the real estate will not adversely impact any license or permit which Grantor obtained from any county, state, or federal agency when developing Overlook Ridge. Approval of the further subdivision of any farm/section shall be demonstrated by the signature of the President and Secretary of the Association, which shall be affixed to said plat before it is recorded. Any plat recorded without first obtaining these required signatures is not properly admitted to record, and shall not be entitled to use the rights-of-way, easements and common areas within Overlook Ridge. Any successor lot so created shall be labeled with an "A", i.e. Farm 1A, etc. In addition to all other requirements set forth herein to be

approved by the Board of Directors, the Plat of Survey must, at the very least, provide for and designate new set back lines, new reservations for utility easements, all limited easements, and all common easements. Any newly created farm, lot or section, its owner, and its successors, heirs or assigns, is subject to and shall pay a separate annual assessment for road maintenance. Said successor lot shall also have a vote at the annual Association meetings, and shall be bound by each and every covenant contained in this deed of conveyance.

S. The Grantor agrees to install a road over and across Bear Garden Trail within Overlook Ridge. Although Bear Garden Trail is a forty foot (40') right of way, the Declarant shall determine the width of all roads that he installs, and the Declarant will install a road of such width to allow two vehicles traveling in opposite directions to pass one another, nothing more. The road shall be constructed and finished with shale or other similar material. If the Property Owners Association of Overlook Ridge desires to do so, it may authorize further widening, ditching, and finishing of the roads, to be paid for by the Association. Or, if an individual owner desires to do so at his personal expense, he may, with the consent of the Property Owners Association which shall review and approve the proposal to insure that it does not deleteriously affect the rights of adjacent owners, widen, ditch or further construct all or a portion of Bear Garden Trail.

These protective covenants are provided by the Grantor for the common protection of all Section owners, and they shall be deemed to be covenants running with the land and shall be binding upon the Grantees, their heirs and assigns.

Real estate taxes for tax year 2005 have been prorated between the parties as of the day of closing. The Grantees agree to assume and be solely responsible for the real estate taxes on the subject real estate beginning with the calendar year 2006, although same may still be assessed in the name of the Grantor or its predecessor in title.

TO HAVE AND TO HOLD the real estate herein conveyed, together with all rights, rights-of-way, easements and appurtenances thereunto belonging or in anyway appertaining, unto the said Randall E. Jubb and Heidi K. Jubb, his wife, Grantees and Parties of the Second Part, as joint tenants with rights of survivorship, in fee simple.