



NEW BIRTH, INC.

PO BOX 668
FRANKLIN,
WEST VIRGINIA 26807

RESTRICTIVE COVENANTS

NO trucks, buses, old cars, or unsightly vehicles of any type or description may be left or abandoned on any site. No obnoxious or offensive use including, but not limited to noise pollution, air pollution, and water pollution, shall be made on any tract, nor shall any offensive trade or activity be conducted on any tract, nor shall any activity of any nature whatsoever be conducted on any tract which shall constitute a nuisance. No tract shall be used or maintained as a dumping ground for rubbish, garbage, or waste of any type. No rubbish, garbage, or any waste of any type shall be allowed to accumulate on any tract. All rubbish, garbage, or other waste shall be kept in sanitary containers, and all containers or incinerators or other containers 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 there is no obligation on the part of the Grantor to provide garbage or trash removal services.

NO mobilehomes older than 10 years or age may be placed on any tract. After the mobilehome is placed on the property it can stay there beyond the 10 year limit. Any mobilehomes placed on any tract must be fully underpinned and fastened down to prevent upset. This also applies to any campers that are left standing for more than three months. All outbuildings placed on any tract must be kept in good condition. Only factory manufactured campers may be left on any tract of land. No buses, homemade or converted vehicles that are made into campers may be left on any tract of land.

In the event of a violation or breach of any of these covenants or restrictions by Grantee or any property owner, agent of such owner, or thier heirs and assigns, the Grantor shall have the right to proceed at law or in equity to compel compliance with the terms hereof, and/or to recover damages for the violation of the terms hereof. In addition, the property owner violating the convants and restrictions shall pay the reasonable expenses, including but not limited to court costs, and attorney fees of the Grantor, in compelling compliance with the covenants and restrictions; and by excepting this deed the Grantees acknowledge that they are agreeing to this covenant and restriction and particularly this restriction, and agree to bind themselves, their heirs and assigns.

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

State of West Virginia
In Franklin County Courthouse Clerk's Office August 30, 1991
The foregoing deed of covenants are this day recorded in said office, and with the certificate of acknowledgment thereon, was admitted to record.
T. J. [Signature]