

covenants are to run with the land:

1. That no business or commercial enterprise of any type shall be conducted on the real estate herein conveyed; that no trucks, buses, house trailers, old cars, or unsightly vehicles of any type or description may be used as living quarters, or left or abandoned on the real estate herein conveyed; further, that no livestock or poultry shall be kept or raised on said real estate, pets excluded.

2. All toilets, septic tanks, sewage and waste disposal systems constructed on the land shall conform to the regulations of the West Virginia State Health Department; further activities or use of said land shall not pollute or cause waste to any spring, drain, or stream situate on or traversing said land.

3A. That the Grantees, their heirs and assigns, may sell a part thereof or sub-divide the real estate herein conveyed to-wit, nil acres, but with the specific and mutual understanding, covenant and agreement between the parties hereto, and for their respective successors, heirs and assigns, that any such sale or subdivision can be executed once and only once, and that any such part, portion, acreage or area carved from said nil acres herein conveyed shall not contain less than forty percent (40%) of the total acreage herein conveyed. Further, that any such part sold or sub-divided shall not be further divided for sale. Providing, further, however, that any such land as herein permitted and authorized to be carved from the original acres herein conveyed as aforesaid, same shall be restricted with the exact same provisions, conditions and restrictions herein contained and that this shall be considered and construed as a covenant running with the land. Number 3A not applicable, see 3B.

B. It is further understood and agreed that the provisions of Section 3 A regarding subdivision rights are null and void and of no effect in the event that the land transferred by this deed is less than 15 acres; further, that in the event such tract is less than 15 acres, then the grantees for themselves, their heirs and assigns, do hereby agree that upon the acceptance of this deed that the tract of land herein conveyed of 10.96 acres shall not be subdivided, it being the specific intent of the parties hereto for themselves, their successors, heirs or assigns, that said tract herein conveyed shall remain and be considered as a single unit without any rights to subdivide or change the original acreage.

4. That the Grantees, their heirs and assigns may sell commercially or permit timber to be cut on the land herein conveyed, but with the specific and mutual understanding, covenant and agreement between the parties hereto, and for their respective successors, heirs and assigns, that any and all such cutting of timber shall be done only under recognized select management system, and that no trees with a trunk less than fifteen inches in diameter shall be cut, and that said measurement is to be made three feet from ground level.

5. Invalidation of any one of these covenants by judgment or Court order, shall in no wise effect the validity of any of the other provisions which shall remain in full force and effect.

6. There is excepted and reserved 25 feet on each side of the center line of the roads or rights of way constructed on the property herein conveyed, which is for the use in common of the grantors, grantees, their heirs and assigns, and for construction and maintenance of any and all utilities.

DESCRIPTION OF SURVEY

FOR

LANDIMER, INC., MONTERRE, INC. AND HINERLEAD, INC.