

RESTRICTIVE AND PROTECTIVE COVENANTS
OF
CATALOOCHEE, L.L.C.

The property owned by Cataloochee, L.L.C., as conveyed to purchaser is subject to those reservations and easements described in the deed by which Cataloochee, LLC obtained title to the property conveyed herein, namely by that certain Deed dated October 31, 2001, and recorded in the Clerk's Office of the County Commission of Pendleton County, West Virginia, in Deed Book 157, at page 685, and which are also set forth in the Deed dated August 20, 1993 and Master Plat attached thereto and being of record in the Clerk's Office aforesaid in Deed Book 135, at page 86. Reference is further made to any and all instruments of record in the Clerk's Office aforesaid affecting the real estate being conveyed, including, but not limited to those as hereinabove set forth.

Cataloochee, LLC for and in the consideration set forth in the Deed to which this Schedule A is attached, also grants and conveys unto the Grantees a non-exclusive easement on and across those same easements to which Cataloochee LLC obtained title as aforesaid, said reservations and easements being originally set forth in that certain Deed and Master Plat of Treasure Mountain attached thereto, and being dated August 20, 1993, and recorded in the Clerk's Office aforesaid in Deed Book 135, at page 86.

This non-exclusive easement is conveyed subject to the terms and conditions set forth in said Deeds and Master Plat hereinabove made reference to for the real estate herein conveyed, which will run with the land, and be shared in common with other land owners.

The Grantor, Cataloochee, LLC reserves unto itself, its successors and assigns in title, an easement over and along any and all existing roadways on the real property herein conveyed, whether or not the same are shown on the Master Plat aforesaid or on the Plat of the real property herein conveyed, except that no such easement is reserved as to the driveway serving any residence or outbuilding on said real property.

The Grantor, Cataloochee, LLC and Grantees covenant and agree within each other, that the Grantees, their heirs and assigns, shall pay the sum of One Hundred Dollars (\$100.00), per year, per tract of real estate herein conveyed, for the maintenance and improvement of the roads for access to the Bucks Ridges Subdivision, and further that this covenant to pay this money shall run with the land. The Grantor and Grantees further covenant and agree that this money shall be paid into an escrow fund, which will be administered by Cataloochee, LLC. The Grantor, Cataloochee, LLC, and the Grantees further agree that Cataloochee, LLC, shall disburse the One Hundred Dollars (\$100.00) as follows: An amount of money equal to One Dollar (\$1.00) per acre of the real estate herein conveyed shall be paid into the Treasure Mountain Road Fund, with the balance of the One Hundred Dollars (\$100.00) being first used for snow removal and when needed, the balance being used for general road improvement.

With respect to the road maintenance fees as well as Restrictive and Protective Covenants, it is acknowledged and agreed to that the formation of a Property Owners Associations is anticipated and by accepting this conveyance under the terms and conditions as outlined herein, it is also agreed to and understood that said Purchaser will become a member of the Property Owners Association and be subject to the terms and conditions of the Association as it relates to the Restrictive and Protective Covenants including, but not limited to the annual road maintenance fee, fully recognizing at this point in time that an increase in the same may become necessary in the future.

The Grantor, Cataloochee, LLC and Grantees further covenant and agree with each other as follows:

- (a) The Grantor and Grantees further covenant and agree that the tract of real estate herein conveyed is subject to the following protective and restrictive covenants which run with the land, and which protective and restrictive covenants shall, will, and do apply to the Buck Ridges Subdivision:

1. The Grantor reserves unto itself, its successors and assigns in title, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or right of ways therefore, with the right to ingress and egress for the purpose of erection and maintenance on, over, or under all roadways and easements as contained in the deed to which the Grantor obtained title to the real estate herein conveyed, and as shown on the Master Plat attached to said Deed, and on, over, or under a strip of land equal in width to the width required by the utility company at any point along the boundary lines of the real estate herein conveyed.
2. No animals, except household pets and horses or ponies, shall be kept on any of said tracts, except with written permission of Grantor.
3. Any toilet or waste disposal system constructed on any of said tracts shall conform to Health Department Standards and Regulations, and must be approved by the Grantor.
4. No tract may be re-subdivided, except as may be authorized by a specific provision in the original deeds of conveyance from Cataloochee LLC.
5. Nothing herein is to be construed to prevent the Grantor from placing further restrictions or easements on any tract which has not yet been conveyed.
6. All of said tracts shall be used for residential purposes only.
7. The design, location and construction of any residence or related outbuilding or other related structure, road or driveway shall be subject to the approval of the Grantor, which such approval shall not be unreasonably withheld.
8. No signs, billboards, or advertising of any nature shall be erected, placed, or maintained on any tract, nor upon any building erected thereon.
9. The use of trailers on any tract, except for temporary camping trailers, shall not be permitted without the approval of the Grantor.
10. 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 any 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 an inconspicuous place as possible. It is understood and agreed that there is no obligation on the part of the Grantor to provide garbage or trash removal services.
11. In the event of a violation or breach of any of these covenants or restrictions or an attempt to violate or breach any of the covenants or restrictions by the Grantees or any property owner, agent of such other, or their heirs and assigns, the Grantor or other property owners in the development, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof, to prevent any attempted violation or breach of terms hereof, and/or to

recover damages for the violation of the terms hereof. In addition, the property owner violating or attempting to violate the covenants and restrictions shall pay the reasonable expenses, including but not limited to court costs, attorney fees and expert witness fees, of the Grantor and or other property owners compelling compliance with the covenants and restrictions; and by signing 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.

12. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.
13. The waiver of any violation of these covenants shall in no wise be construed to prevent the subsequent enforcement of same.
14. In the event of the dissolution of Cataloochee LLC, or its inability for any other reason to perform the powers and duties granted or reserved unto it by this deed, prior to assignment of such powers and duties by Cataloochee LLC, (which right of assignment of its powers and duties is herein specifically reserved unto Cataloochee LLC, its assigns and successors in title), then such powers and duties may be exercised by a representative of a majority of the lot owners of the Buck Ridges Subdivision.