

Mailed
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9556 Woodblock Row
Columbia, Md

3-24-92

51604

NATHANIEL MOUNTAIN HEIGHTS PROPERTY OWNERS' ASSOCIATION
DEED COVENANTS

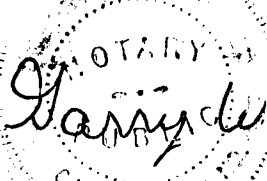
66 DECLARATION OF EASEMENTS AND PROTECTIVE DEED COVENANTS
Effective January 31, 1991

1. Each owner of a lot shown on the subdivision plat shall have an easement over and upon the existing roadways running to and through the subdivision for ingress and egress to West Virginia Rout 10 (Grassy Lick Road) and the private parking area adjoining WESTVACO timber property, which adjoins the Nathaniel Mountain Heights subdivision.
2. Maintenance and repairs to said roadways (including the right of way to and from Route 10) shall be performed on a continuing basis by the Owners' Association. Road Maintenance Fees shall be \$35.00 annually per lot owned (or \$3.00 per month or partial month owned for new owners). Repossessed lots, having been sold, are "lots owned" and Road Maintenance Fees are due to the Association from the owner prior to the resale of the lot.
3. The developers reserve unto themselves, their heirs and assigns, an easement or right of way over, under, or through a twenty (20) foot strip of land along the road frontage of every lot in the subdivision for the purpose of facilitating erection and maintenance of utilities, cables, drains, culverts, etc.
4. No commerce or business of any type is allowed within the subdivision. Mobile homes are not allowed on any lot with a "B": showing on the plat. Camping, motor homes, and camping trailers are permitted. No trucks, busses, old cars, or unsightly conditions will be allowed to exist on any lot if deemed to be left, stored, or abandoned. The Owners' Association reserves the right to implement noise, speed, and safety regulations from time to time.
5. Each lot owner will be held responsible for the maintenance and use of his property. The lot owner, his pets, children, and guests shall uphold the covenants and the lot owner is responsible for any infraction of the covenants.
6. Sewerage and waste systems shall conform to West Virginia state regulations.
7. No structure of any kind shall be built or erected within twenty-five (25) feet of any boundary line. No driveway or access may be built across a road ditch without the installation of an appropriate culvert to divert run-off water from the roads.
8. Since private access is afforded to hundreds of acres of hunting lands, the discharge of firearms is prohibited within one-hundred fifty (150) yards of any residence, campsite, posted land, or otherwise improved property within the subdivision.
9. These covenants - which run with the land - may be amended or modified by a two-thirds (2/3) vote of the voting members in good standing of the Owners' Association, provided that any such change, amendment, or modification is duly recorded among the land records of the Hampshire County Supervisor's Court, Romney, West Virginia, where these covenants are recorded. These covenants shall be referenced in each and every deed of conveyance.
10. The Property Owners' Association shall be formed in Spring, 1985. The organizational meeting shall be called to order by the developer, whereupon the owners of lots in Nathaniel Mountain Heights shall elect officers and make such rules and regulations as they deem appropriate. Each property owner, upon entering into an agreement to purchase, is automatically a member of the Owners' Association, and agrees to abide by the lawful rules of the said Association and to pay the Road Maintenance Fees.
11. Four (4) gates have been installed on branch roads in the development for the purpose of limiting access to non-property owners. Numbered keys will be issued to each owner. Each owner will be responsible for protecting the key and insuring that the gates are kept locked.
12. "Members in good standing" of the Association are members who have paid their Association and Road Maintenance fees in full as of the date of the annual membership meeting held in June of each year.
13. A mailing shall be sent to all lot owners of the Association, no later than thirty (30) days prior to the annual meeting, setting forth all proposed changes to the covenants. Any response received by the appointed election officer within thirty (30) days (by the meeting date) shall be counted. Any vote not received within thirty (30) days


shall be "abstain." A two-thirds (2/3) affirmative vote from the total of received votes shall be sufficient to amend the covenants.

- 14. Determination by any court that any provision herein is invalid for any reason whatever shall not affect the validity of any other provision herein or regulation of the Owners' Association.
- 15. Two votes per ownership shall be counted as valid votes in all Association elections.
- 16. All ballots shall be submitted in writing and signed by the voter. The ballots will be opened and counted jointly by the officers of the Association. The ballots will be held for member inspection for a period of one year from the date of the ballot.

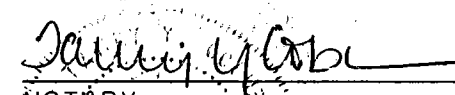
We, the undersigned, being duly elected officers of the Nathaniel Mountain Heights Property Owners' Association, hereby certify that this is a true and correct copy of the Covenants of the Nathaniel Mountain Heights Property Owners' Association as approved by the Membership on May 2, 1987, and that we are authorized to file them for recording among the land records of the Hampshire Country Supervisor's Court, Romney, West Virginia.


 Garry Porter
 President, NMHPOA

Subscribed to by Garry Porter
Notary Expires April 1st 1993


 Robert P. Brock
 Treasurer, NMHPOA

Prepared by Terry L. Simpson, Secretary
9550 Woodblock Row, Columbia, MD 21045


 NOTARY PUBLIC
 My Commission Expires July 31, 1994.

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

Be it remembered that on the 17th day of March, 1992, at 2:00 P.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. shl.