

Lee Acres, Inc. and J. Philip Kesecker, Inc., both West Virginia corporations, being the owners of certain lands in Morgan County, West Virginia, designated as O K Acres Subdivision, have established a general plan for the development of those lands; and said corporations do hereby declare and establish the following covenants, conditions, reservations, easements and restrictions upon the lands within O K Acres Subdivision.

1. Residential Use - No lot shall be used for other than residential purposes. No building shall be erected on any lot other than a single family dwelling, garage and customary outbuildings.

2. Setback Lines - No building shall be located on any lot closer than 25 feet to any road line or closer than 20 feet to any interior line of the lot.

3. Subdivision - No lot shall be further subdivided.

4. Construction - The exterior construction of any building must be completed within one year from the date it is started.

5. Temporary Structures - No trailer, camper, mobile home, tent, shed or structure of a temporary nature shall be permitted on any lot either temporarily or permanently, except a temporary construction shed during the period of actual exterior construction of any building on the lot. No building other than a fully completed dwelling shall be occupied.

6. Size - The living area of any dwelling erected on a lot must not be less than 800 square feet, not including basement, breezeways, carport and garage.

7. Architectural Control - No building or other improvement shall be erected or altered on any lot until the construction plans and specifications and a location plan have been approved by the Developers as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finish grade elevation. The Developers shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

8. Architectural Control Procedure - The Developers shall approve or disapprove the plans and specifications in writing. Disapproval by the Developers may be based on any ground, including purely aesthetic grounds, which in the sole discretion of the Developers shall deem sufficient. If the Developers fails to approve or disapprove the plans and specifications within thirty days after they have been submitted to them, then such approval shall not be required.

9. Easements - The Developers hereby reserve easements and rights-of-way for the installation and maintenance of utilities and other purposes incidental to the development of the property, together with the right to grant easements and rights-of-way therefor. Such easements and rights-of-way shall be confined to ten feet along all lines of any lot and to the streets of the subdivision.

10. Sewer - All sewage disposal systems shall be located, constructed and operated in accordance with the requirements and standards of the West Virginia Department of Health. No pit privies will be permitted.

11. Maintenance of Lots - No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot, and no refuse pile or unsightly objects shall be allowed to be placed or to remain anywhere thereon. Trash, garbage or other waste shall not be kept except in sanitary containers, and incinerators and other equipment for the storage of such material shall be kept in a clean and sanitary condition. In the event that the owner of any lot shall fail or refuse to keep such lot free from weeds, underbrush, refuse piles or other unsightly growths or objects, then the Developers may enter upon such lands and remove the same at the expense of the owner; and such entry shall not be deemed a trespass. In the event of such a removal, a lien shall arise and be created in favor of the developers and against such lot for the amount chargeable to such lot, and such amount shall be due and payable within thirty days after the owner is billed therefor.

Mailed 103/1981 Andrew Orebaugh, Merry Woods, Berkeley Springs, West Va 25411

12. Animals - No animals or fowl shall be kept on any lot except dogs, cats or house pets, which may be kept in reasonable numbers as pets, but not for any commercial purpose.

13. Signs - No signs or advertising of any nature shall be displayed on any lot except a name and address sign, a directional or informational sign placed by the Developers, or a sign advertising the property for sale or rent.

14. Vehicles - No truck, trailer, bus or inoperative or unsightly vehicle of any type may be left or abandoned on any lot. No commercial or habitable vehicles of any nature shall be kept or stored on any street or on any lot unless it is entirely hidden from view from the street and adjoining lots.

15. Nuisances - No activity or condition shall be permitted on any lot which is, may be or may become a nuisance.

16. Assessments - The Developers hereby reserve the right and power to subject each lot to an annual maintenance charge for a per lot share of the cost of maintaining the roads and other common facilities of the subdivision. Any assessment pursuant to this paragraph shall be made by the 1st day of April of each year and shall be paid by the 1st day of June of the same year. In the event that the assessment against any lot is not paid when due, a lien shall arise and be created in favor of the Developers and against such lot for the amount of the assessment, and that lien may be enforced by a suit in equity. Such annual assessment may not exceed \$50.00 per lot until the Developers convey their rights to O K Acres Property Owners Association pursuant to Paragraph 18; thereafter that Association may assess whatever reasonable amount it deems necessary to maintain the roads and common facilities.

17. Property Owners Association - Each lot owner, in accepting a deed for any lot, agrees to and shall be a member of and be subject to the obligations and the Articles of Association of the O K Acres Property Owners Association. The Articles of Association are recorded in the office of the County Clerk of Morgan County, West Virginia in Deed Book ____ at page ____.

18. Developers - The Developers herein mentioned are Lee Acres, Inc. a West Virginia corporation and J. Philip Kesecker, Inc., a West Virginia corporation, their successors and assigns. The Developers reserve the right to grant and convey all their rights to enforce these covenants, conditions, reservations, easements and restrictions to the O K Acres Property Owners Association at such time as in the sole judgment of the Developers the Association is ready to undertake the obligation of enforcing them. Upon such conveyance and grant, the Association shall have and shall succeed to all rights and duties with the same powers as if the Association had been named as the Developers herein.

19. Covenants Run With Land - These covenants, conditions, reservations, easements and restrictions shall run with the land and shall be binding on the owner of any lot, regardless of how he acquired title, until December 31, 1995. Thereafter, these covenants, conditions, reservation, easements and restrictions shall be automatically extended for successive five year periods, unless before the end of the base period or any extension period the owners of a majority of the lots shall by written instrument duly recorded declare a change or termination of the same.

20. Enforcement - The Developers, the Property Owners Association, the lot owners or any of them shall have the right to proceed at law or in equity to compel a compliance with the terms hereof, to prevent the violation or breach of any of the terms, or to recover damages for the violation or breach of any of the terms.

21. Severability - Invalidation of any of these covenants, conditions, reservations, easements or restrictions by a court order shall not in any manner affect any of the other terms, which shall remain in full force and effect.

LEE ACRES, INC.
a West Virginia corporation

By: Andrew E. Orebaugh
Andrew E. Orebaugh, its
President

(PLACE OF CORPORATE SEAL)

ATTEST:

Leora W. Orebaugh
Leora W. Orebaugh, its Secretary

J. PHILIP KESECKER, INC.
a West Virginia corporation

By: J. Philip Kesecker
J. Philip Kesecker, its
President

(PLACE OF CORPORATE SEAL)

ATTEST:

Kathryn L. Eppinger
Kathryn L. Eppinger, its Secretary

STATE OF WEST VIRGINIA,

COUNTY OF MORGAN, to-wit:

The foregoing instrument was acknowledged before me this 11
day of September, 1981, by Andrew E. Orebaugh, President of Lee Acres,
Inc., a West Virginia corporation, on behalf of the corporation.

My commission expires September 31, 1982

[Signature]
NOTARY PUBLIC

STATE OF WEST VIRGINIA, (NOTARIAL SEAL)

COUNTY OF MORGAN, to-wit:

The foregoing instrument was acknowledged before me this 10th
day of September, 1981, by J. Philip Kesecker, President of J. Philip
Kesecker, Inc., a West Virginia corporation, on behalf of the corporation.

My commission expires Aug 28, 1982

[Signature]
Notary Public

This instrument was prepared by J. Philip Kesecker, Berkeley Springs,
West Virginia.

STATE OF WEST VA. }
COUNTY OF MORGAN } ss. COVENANTS AND RESTRICTIONS

Sept. 16, 1981 This Deed of Burial and Trust
Dated Sept. 10, 1981
O. K. Acres

for Real Estate was produced in this office and admitted
to record at 9:26A M
Test