



Lot 2 Spice Run, Hillsboro, Wv 24946

MLS #23-143

Peaceful and private. This 2.6 acre property, which borders and has easy access to the Greenbrier River and River Trail, is set above the flood plain and has a mix of woods and pasture. Options abound as you decide how to best make use of this remarkable property. The brand new cabin and large storage building allow you to make use of this land immediately, even if you are thinking of creating a more permanent residence at some point in the future. Two septic and electric hook-ups so pulling a camper in is no problem. 9+ acre Common Area provides additional space to roam.

Realtor.COM Type

Residential - Single Family

Contract Information

Type of Sale	Traditional/Conventional	List Price	149,000
Status	Closed	Status Change Date	02/24/2023
Sold Date	02/23/2023	Sold Price	150,000

Location, Legal & Taxes

County	Pocahontas	Area	Little Levels District
Taxes	248	Tax Year	2022
Map (Tax Ticket)	61A	Parcel (Tax Ticket)	2
Deed Book	396	Page	559
Zoning	Residential		

General Property Description

Property Type	Residential	Year Built	2022
Construction Type	Modular	Style	Camp
Total Rooms	1	Total Bedrooms	0
Total Bathrooms	1	Total Full Baths	1
Garage Type	Carport	Garage Stall	2
Garage Remarks	2 Carports	Lot Acres	2.60
Flood Plain	No		

Property Remarks

Directions From Lewisburg, Take Route 219 north to Renick. Turn right on Brownstown Road (by Mount Hermon Church). Continue straight for 9.6 miles. Turn right at the Spice Run sign. Continue to where the road forks and bear left. Property at the end on the right. No sign.

Details

Flooring:	Luxury Vinyl Plank	Roofing:	Age of Roof: 2022; Metal
Countertops Kitchen:	Butcher Block; Laminate	Features Exterior:	Porch
Countertops Bath:	Solid Surface	Other Structures:	Outbuilding: 12' x 36'
Items to Convey:	Other: Island & mounted TV	Water Accessibility:	River Frontage
Air Conditioning:	None	Recreational Feature:	ATV; Camping; Fishing; RV Accessible
Heating:	Radiant Heat	Views:	Mountain; Panoramic; Pastoral View; River; Sunrise / Eastern; Sunset / Western; Wooded
Exterior Material:	T-111	Miscellaneous:	HOA: Yes; HOA Fee: 16.67; Pets
Foundation:	Block; Pillars		

Room Name	Level	Length	Width	Area	Remarks	Room Name	Level	Length	Width	Area	Remarks
Other	Main	19.5	10.5	204.75	Kitchen-Bedroom Area	Other	Main	10.5	2.5	26.25	Utility Area
Other	Main	7.5	4.5	33.75	Bathroom with shower						

Information is deemed to be reliable, but is not guaranteed. © 2023 [MLS](#) and [FBS](#). Prepared by Mimi Coffman on Wednesday, March 01, 2023 11:22 AM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.

Aerial



1 2023.02.06 ECC (13)



Aerial

2 2023.02.06 ECC (6)



Aerial

3 2023.02.06 ECC (1)



Aerial

3A 2023.02.06 ECC (3)



Aerial

5 2023.02.06 ECC (24)



Front

Aerial

5A 2023.02.06 ECC (8)

Aerial

5B 2023.02.06 (3)

Front/Driveway

5C 2023.02.06 ECC (22)

Front/Driveway

6 2023.02.06 (4)

Front

7 2023.02.06 (41)

Cabin & storage

8 2023.02.06 (20)

Cabin & storage

8A 2022.10.05 (32)**8B 2022.10.05 (40)**

Yard

9 2023.02.06 (21)

Rear of storage with carport/covered storage area

9A 2022.10.05 (31)

Cabin back door and carport

10 2023.02.06 (24)

Rear of cabin

10A 2022.10.05 (34)

side of storage building

10B 2022.10.05 (33)



Cabin carport

11 2023.02.06 (23)



View from rear of cabin overlooking the Greenbrier River

12 2023.02.06 (39)



Cabin entry

13 2023.02.06 (15)



Cabin Living/Kitchen/Bedroom

14 2023.02.06 (16)



Cabin Living/Kitchen/Bedroom

15 2023.02.06 (18)



Cabin Living/Kitchen/Bedroom

16 2023.02.06 (19)

Cabin Kitchen

17 2023.02.06 (13)

Cabin hall to bathroom/utility area

18 2023.02.06 (14)

Cabin hall to bathroom/utility area. Single door to carport and double doors to side of cabin

19 2023.02.06 (7)

Bathroom

20 2023.02.06 (10)

Bathroom

21 2023.02.06 (11)

Utility area with double doors to exterior for easy access

22 2023.02.06 (17)

View from hall towards entry door

23 2023.02.06 (25)

View from cabin entry door to firepit and path to River & River Trail

23A 2022.10.05 (10)

View from cabin entry door to firepit

23B 2022.10.05 (11)

View from cabin entry door to firepit

23C 2022.10.05 (15)

Path to Greenbrier River & River Trail

24 2023.02.06 (27)

Path to Greenbrier River & River Trail

24A 2022.10.05 (24)

Path to Greenbrier River & River Trail

25 2023.02.06 (30)

View at bottom of path of River and River Trail

26 2023.02.06 (31)

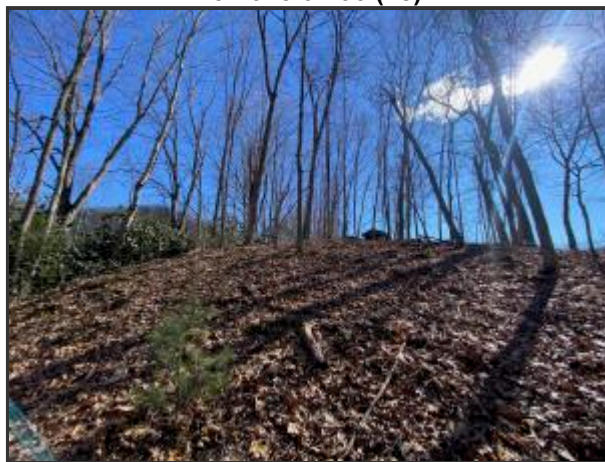
View at bottom of path of River and River Trail

27 2023.02.06 (32)

View at bottom of path of River and River Trail (property above Rhododendron)

28 2023.02.06 (29)

Path from River Trail to property

29 2023.02.06 (28)

View of cabin from path

29A 2022.10.05 (23)

View of cabin from path

29B 2022.10.05 (13)

View of cabin from path

30 2023.02.06 (35)

View of cabin from path

31 2023.02.06 (37)

View of cabin from path

31B 2022.10.05 (14)

Entry porch of cabin

38 2023.02.06 (43)

Woods next to cabin

39 2023.02.06 (42)



Woods next to cabin

40 2023.02.06 ECC (23)



Woods next to cabin

41A 2022.10.05 (29)



42 2023.02.06 (40)



2nd septic hook-up location

43 2022.10.05 (41)



View from corner of lot

44 2023.02.06 ECC (26)



Aerial

45 2022.10.05 (45)

Interior of storage building

46 2022.10.05 (1)

Entry to Spice Run

47 2023.02.06 (1)

Motorized gate at entry (code required for access)

48 2022.10.05 (54)

Gate keypad

49 2022.10.05 (55)

Motorized gate at entry (code required for access)

50 2023.02.06 ECC (19)

Aerial

51 2023.02.06 ECC (9)



Aerial

52 2023.02.06 ECC (11)



Aerial

53 2023.02.06 ECC (12)



Aerial

54 2023.02.06 Estep Spice Run



Aerial of property and location of Common Area relative to the property

55 2023.02.06 Estep Spice Run Common Are



56 2023.02.06 Estep Spice Run Common Are



58 2023.02.06 Estep Spice Run Common Are



59 2023.02.06 ECC (15)



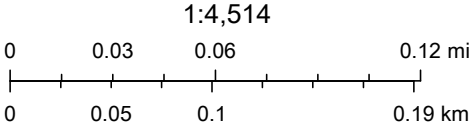
Aerial

Pocahontas County Tax Map



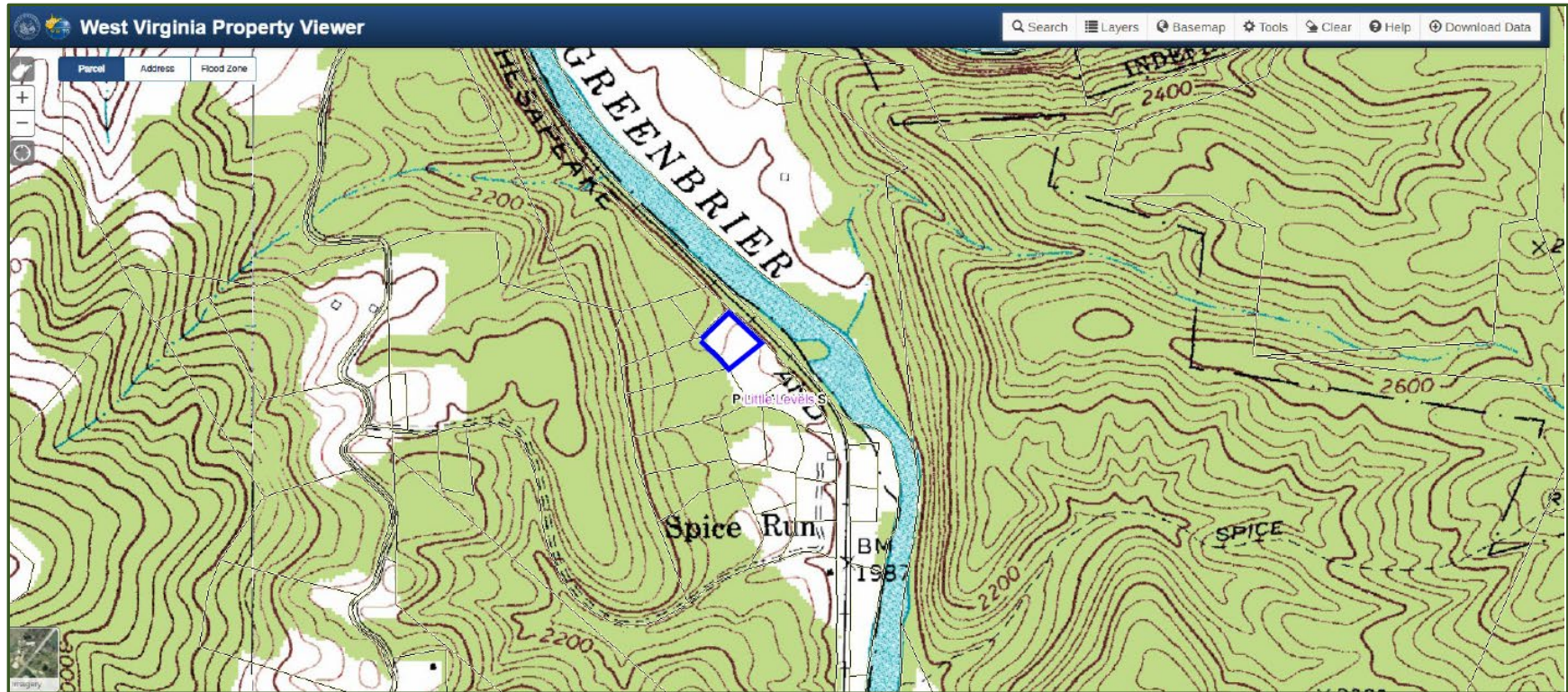
9/20/2021, 4:19:22 PM

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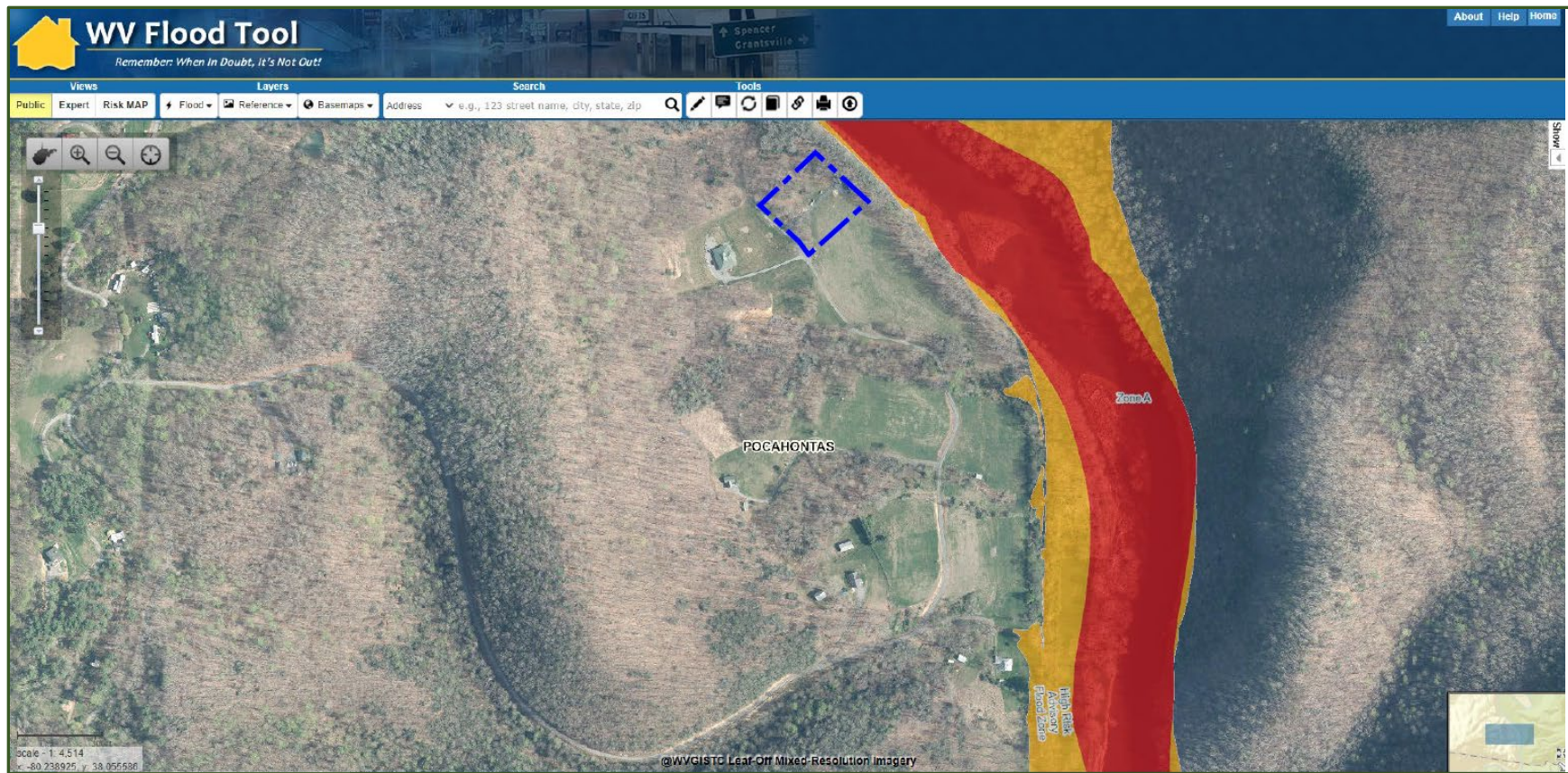


SPICE RUN
HILLSBORO, WV 24946

TOPO MAP



2 SPICE RUN
HILLSBORO, WV 24946

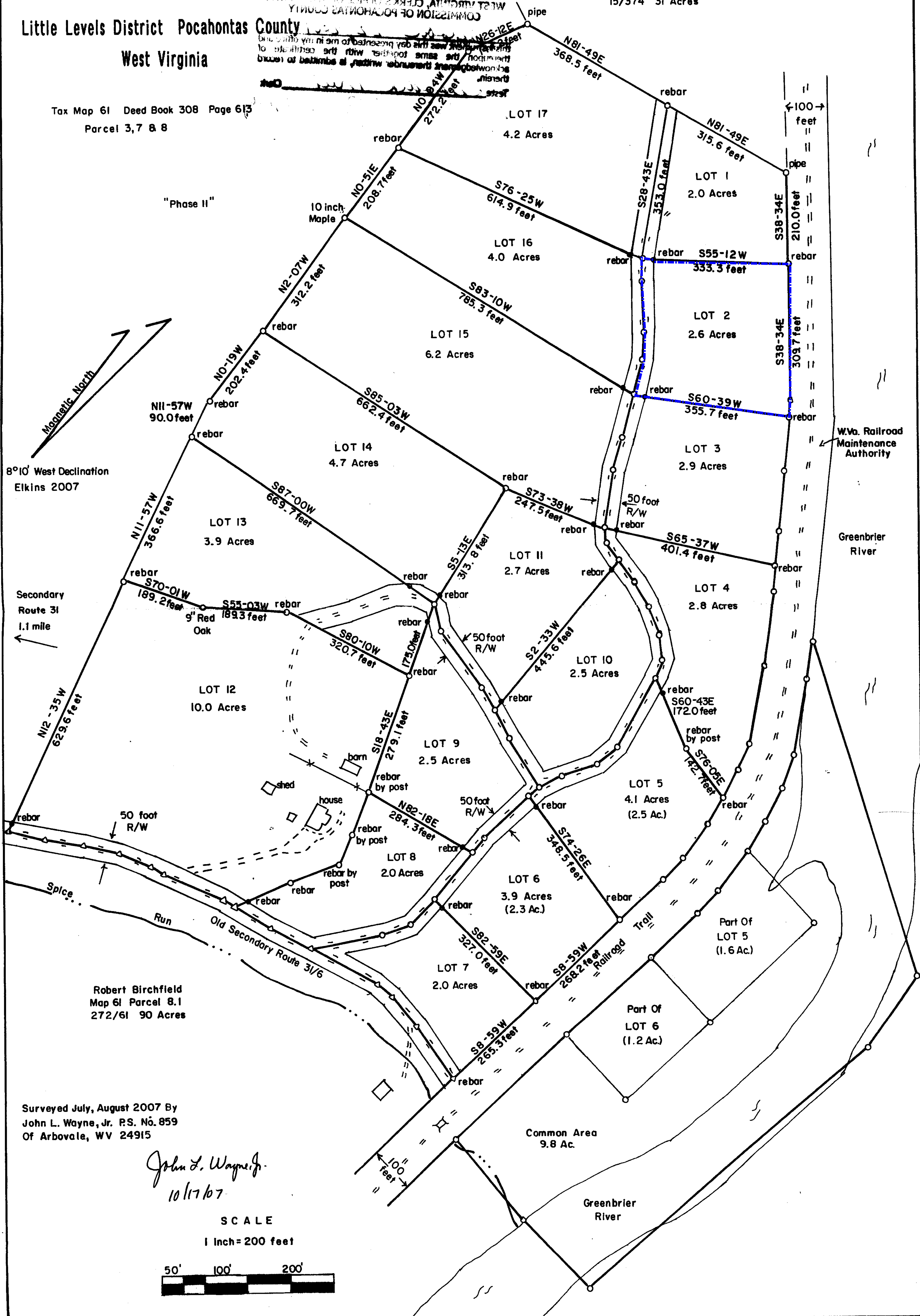


The user of this information should always consult official FEMA flood maps and certified elevation data if there is any doubt of a property's flood risk. Please consult with your local, county, and/or community floodplain administrator for availability of official DFIRMs in your county. These maps are available online at <http://www.msc.fema.gov> . *Property boundary approximate.*

"Phase I"

Elizabeth Syka
Map 61 Parcel 2
15/374 31 Acres

Tax Map 61 Deed Book 308 Page 613
Parcel 3.7 & 8



SANDRA FRIEL
POCAHONTAS County 10:41:15 AM
Instrument No 52027
Date Recorded 10/22/2007
Document Type PLT
Book-Page 15-10
Rec/Preserve \$10.00 \$1.00

WEST VIRGINIA, CLERK'S OFFICE OF THE COUNTY
COMMISSION OF POCAHONTAS COUNTY

October 22, 2007
This instrument was this day presented to me in my office and
thereupon the same together with the certificate of
acknowledgment thereunder written, is admitted to record
therein.

Teste: Sandra Friel Clerk
by: Nancy L. Jordan, deputy

VOL 311 PAGE 309

SPICE RUN ON THE GREENBRIER, PHASE I
Covenants and Restrictions

State of West Virginia
County of Pocahontas, To Wit:

Known all men by these presents: The filing declaration by protective covenants and restrictions for Spice Run, LLC, a West Virginia Limited Liability Company, hereinafter referred to as the Declarant.

Witness:

Whereas, the Declarant is the owner of certain real estate or property situate in the Little Levels District of Pocahontas County, West Virginia, as acquired by Spice Run, LLC, by the provisions of a Deed of Conveyance, from Verlin L. Birchfield and Audrey L. Birchfield, said deed bears date the 14th day of May, 2007, and is of record in the Office of the Clerk of the County Commission of Pocahontas County, West Virginia, in Deed Book 308, at page 613;

Whereas, the Declarant desires to create and establish a uniform plan of development for Spice Run on the Greenbrier, and before doing so desires to impose upon certain portions of the said real estate, actual and beneficial restrictions, easements, covenants, equitable servitudes, charges, assessments and liens under a general plan of development and improvement for the mutual enjoyment, convenience, protection and benefit of the real estate; and is expressly understood that the said protective covenants, conditions and restrictions shall all apply to real estate shown upon a Plat of Survey for Spice Run, L.L.C., as completed by John I. Wayne, Jr., and of record in the Office of the Clerk of the County Commission of Pocahontas County, West Virginia, in Plat Book 15 at page 10, and no other property shall be encumbered by these articles.

1. Residential Use:

A. Lots are for residential, recreational, and agricultural purposes. One single family residence per lot, garages and outbuildings are permitted, one apartment can be constructed. All homes must be on a permanent foundation. Said residential building and or apartment may be used as a Bed and Breakfast or rental. No other commercial business, i.e., repair shop, manufacturing etc., shall be conducted on any tract; however, an owner may have a home office, if it does not increase the servitude of the road rights of way.

B. No lot may be subdivided. No structure may be erected closer than 35 feet from the edge of any road right of way or 10 feet from any side or back property line, except any party who purchases adjacent lots may disregard the common property lines.

C. No single wide, or double wide mobile homes, which have a metal frame shall be permitted upon the real estate. No car, bus, truck or camper may be used as a permanent dwelling, residence or storage structure, but these restrictions are not intended to prevent an Owner from coming to the property seasonally and spending a short period of time camping, using a motor home, or a camper as a shelter.

D. All buildings shall be maintained in good order and meet any applicable

codes and all lots and structures are to be well kept and maintained. Property shall be maintained free of garbage and junk. Trash, garbage or other waste shall be kept in sanitary containers. No unlicensed motor vehicles may be stored upon said lot at any time, except inside enclosed buildings.

E. All residential units, garages, and outbuildings shall be constructed of siding of either wood, log, stone, or vinyl of a natural tone. In the event that the wood siding is painted, said paint shall be of natural tone, to be approved by the Declarant or Homeowners Association. The exposed foundation shall be of a natural tone, to be approved by the Declarant or Homeowners Association. All garages and outbuildings shall be of the same architectural and exterior design as the residence on each lot.

F. All structural plans are to be reviewed by the developer or Homeowners Association thirty days prior to any anticipated construction. The Declarant or Homeowners Association shall have a period of twenty days to review the plans and to issue either a certificate of approval or denial.

G. All residential units shall have a minimum six to twelve pitch roof, the six to twelve pitch roof conditions shall not apply to outbuildings.

H. All exterior construction shall be completed within one year from the beginning said construction.

2. General Provisions:

A. Well and septic system shall conform to the rules and regulations of Pocahontas County and West Virginia Department of Health. Grantor does not guarantee that any lot will be suitable for well and septic or the type thereof.

B. Grantor makes no representation that the property will be suitable for any given use by the Grantee.

C. Nothing in this document is intended to prohibit agricultural or horticultural use; however, no noxious or offensive use shall be made of any said lots nor shall activity be conducted which may constitute a nuisance to any other owner of said lots.

D. Any and all private driveways to each parcel of property which enter and exit onto access road and which crosses a drainage ditch shall have a drain pipe installed of not less than 15" diameter and 12' in length, and in accordance with the West Virginia Department of Highways regulations.

3. Utility and Roadway Easements:

A. The Grantor reserves unto itself and the following easements upon, through and under the properties of Spice Run, LLC, together with the right of ingress and egress to the extent reasonably necessary to exercise such easements. Grantor reserves unobstructed access rights of way on all access roads, surveyed now and in the future, without limitations, upon the real estate currently owned by Spice Run, LLC, and to any future real estate acquired by the Declarant.

B. A right of way is granted on all surveyed access roads designated on the attached plat, at Grantors direction now and in the future, for the construction, maintenance and repair of all roadways and associated rights of way. In addition there is an easement granted for necessary drainage for said roads. The property owner shall have a perpetual non-exclusive easement for ingress and egress to the granted property over and across the above stated roads. Grantees their heirs and assigns shall in no way obstruct said rights of way.

C. An easement to construct, install, erect, maintain, operate, and remove all utilities for the services of the properties contained within this subdivision and properties of the grantor, and their customary maintenance and infrastructure needs. Grantees agree to sign customary agreements with utility providers allowing them to exercise said easements. Said easements shall be along roads and or property lines and shall be the minimum width necessary for each particular utility, unless otherwise required. Grantor has no obligation to provide said utilities, all utilities are the sole responsibility of the Grantee.

D. Should the West Virginia Department of Highways be willing to take over the private access roads, all lot owners will execute such agreements as may be necessary for this to happen. Until such time as the state may take over the private access roads, each of the property owners, whose lots are accessed by the private road shall be responsible for their pro-rata share of the maintenance and repair of said access roads. Said costs will be divided equally regardless of lot size or location of the road(s). Grantee shall not be responsible for the Grantor's construction of new roads. Grantor shall have no obligation to maintain or repair said roads.

4. Provisions:

A. In the event of a breach of restrictions, reservations, or easements by any property owner, any other owners jointly or severally shall have the right to proceed with any and all legal remedies and to file legal complaints to prevent the violation or attempted breach in any event. In addition to the foregoing, the Grantor, has the right but not the obligation to take any and all legal action to enforce the restrictions. Any owner found in breach of the covenants and restrictions against the property by recordable lien. The failure to enforce any right, reservation, restriction, or easement however long continues shall not be deemed a waiver of the rights to do so hereafter as to the breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

B. Invalidity of any of the restrictions or reservations set forth above by judgment or in Order shall not affect any of the other provisions which shall remain in full force and effect by accepting ownership within this subdivision the grantees, heirs, and assigns have agreed to abide by all of the covenants, restrictions, reservations, and easements. This document shall be for the benefit of the Grantor and Grantees.

C. Declarant reserves the right for itself and the future Homeowner's Association to amend these restrictive covenants or to grant a variance to any owner to said restrictive covenants, including, but not limited to the right to sell any portion of the real estate currently owned by the Declarant free and clear of this declaration.

D. Upon the Declarant selling 75% of the lot covered under these declarations or 50% of the total acreage currently owned by the Declarant or upon the Declarants notifying the current owners shall form a Homeowner's Association for the management of Spice Run, LLC. Upon the formation of said Homeowner's Association, the Declarant shall not be responsible for any enforcement of these covenants, these declarations and such obligations that fall on the Homeowner's Association.

E. The Declarant and/or the Homeowner's Association shall have the right to institute assessments or fees for the maintenance for common areas, such as easements, roads and bridges. The Declarant shall be responsible for the construction of the access road from West Virginia State Route 39 to the properties covered by these declarations,

however, once said road is constructed, the obligation shall fall upon the Homeowner's Association and the individual owners for the maintenance of said road.

F. The Declarant shall not be obligated to pay any assessment fees upon any real estate owned by the Declarant, except, any real estate upon which the Declaration has constructed a residence.

G. Each lot owner shall be entitled one vote for each lot owned, by the lot owners within the Homeowner's Association.

H. Additional land, including but not limited to future sections of Spice Run on the Greenbrier may be annexed into **SPICE RUN ON THE GREENBRIER** by the Declarant without the consent of members, provided however, that street widths shall remain substantially the same as those initially constructed, and further provided that the land use restrictions shall remain substantially the same as provided for in this Declaration.

I. Lot 12 may be subdivided one time, however neither lot shall be less than 3 acres each.

J. There shall be no dusk to dawn lighting on said lots.

K. No commercial dog kennels or hunting dog kennels on said lots. Domestic pets shall be limited to not more than three dogs and/or three cats, which may be housed in kennels

L. Minimum square feet on main dwelling shall be no less than 1,200 square feet on the first floor, and any two story dwelling shall be no less than 1,000 square feet on the first floor, and any outbuilding shall be no larger than 60% of the size of the first floor of the main dwelling.

N. The Common Area, containing 9.8 acres, as shown upon the Plat of Survey, shall be the common property of all of the lot owners of any phase of **SPICE RUN ON THE GREENBRIER**.

Witness the following signatures and seals:

SPICE RUN, LLC

By: W. Laurie Tucker

It's: MEMBER

STATE OF West Virginia
COUNTY OF Pocahontas : to-wit:

I, Jeanette E. Felton, a Notary Public in and for the State and County aforesaid do hereby certify that on this date personally appeared before me SPICE RUN, LLC, by W. Laurie Tucker, It's Member, and acknowledged his/her signature to the foregoing Covenants and Restrictions bearing date the 18th day of October, 2007.

Given under my hand this the 18th day of October, 2007.

VOL 311 PAGE 313



Jeanette E. Felton
NOTARY PUBLIC

THESE COVENANTS AND RESTRICTIONS WERE
PREPARED IN THE OFFICE OF:
MICHAEL C. DOSS
ATTORNEY AT LAW
921 TENTH AVENUE
MARLINTON, WV 24954

AFTER RECORDATION PLEASE RETURN TO:
SPICE RUN, LLC
P.O. BOX 635
GREENVILLE, VA 24440

WEST VIRGINIA, CLERK'S OFFICE OF THE COUNTY
COMMISSION OF POCAHONTAS COUNTY

October 25, 2007
this instrument was this day presented to me in my office and
thereupon the same together with the certificate of
acknowledgement thereunder written, is admitted to record
therein.

Teste Sandra Friel Clerk

By: Nancy L Jordan, deputy

SANDRA FRIEL
POCAHONTAS County 01:18:32 PM
Instrument No 52644
Date Recorded 10/25/2007
Document Type DEED
Book-Page 311-309
Rec/Preserve \$5.00 \$1.00

MAILED DELIVERED TO _____
Michael C. Deas

DATE 11-17-07

VOL 311 PAGE 522

SPICE RUN ON THE GREENBRIER, PHASE I
Amended Covenants and Restrictions

State of West Virginia
County of Pocahontas, To Wit:

Known all men by these presents: The filing declaration of amended protective covenants and restrictions for Spice Run, LLC, a West Virginia Limited Liability Company, hereinafter referred to as the Declarant.

Witness:

Whereas, the Declarant is the owner of certain real estate or property situate in the Little Levels District of Pocahontas County, West Virginia, as acquired by Spice Run, LLC, by the provisions of a Deed of Conveyance, from Verlin L. Birchfield and Audrey L. Birchfield, said deed bears date the 14th day of May, 2007, and is of record in the Office of the Clerk of the County Commission of Pocahontas County, West Virginia, in Deed Book 308, at page 613;

Whereas, the Declarant executed covenants and restrictions bearing date the 18th day of October, 2007, and of record in the Office of the Clerk of the County Commission of Pocahontas County, West Virginia, in Deed Book 311, at page 309;

Whereas, the Declarant desires to amend the aforesaid covenants and restrictions;

Whereas, the Declarant desires to create and establish a uniform plan of development for Spice Run on the Greenbrier, and before doing so desires to impose upon certain portions of the said real estate, actual and beneficial restrictions, easements, covenants, equitable servitudes, charges, assessments and liens under a general plan of development and improvement for the mutual enjoyment, convenience, protection and benefit of the real estate; and is expressly understood that the said protective covenants, conditions and restrictions shall all apply to real estate shown upon a Plat of Survey for Spice Run, L.L.C., as completed by John I. Wayne, Jr., and of record in the Office of the Clerk of the County Commission of Pocahontas County, West Virginia, in Plat Book 15 at page 10, and no other property shall be encumbered by these articles.

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A. Lots are for residential, recreational, and agricultural purposes. One single family residence per lot, garages and outbuildings are permitted, one apartment can be constructed. All homes must be on a permanent foundation. Said residential building and or apartment may be used as a Bed and Breakfast or rental. No other commercial business, i.e., repair shop, manufacturing etc., shall be conducted on any tract; however, an owner may have a home office, if it does not increase the servitude of the road rights of way.

B. No lot may be subdivided. No structure may be erected closer than 35 feet from the edge of any road right of way or 10 feet from any side or back property line, except any party who purchases adjacent lots may disregard the common property lines.

C. No single wide, or double wide mobile homes, which have a metal frame shall be permitted upon the real estate. No car, bus, truck or camper may be used as a

permanent dwelling, residence or storage structure, but these restrictions are not intended to prevent an Owner from coming to the property seasonally and spending a short period of time camping, using a motor home, or a camper as a shelter.

D. All buildings shall be maintained in good order and meet any applicable codes and all lots and structures are to be well kept and maintained. Property shall be maintained free of garbage and junk. Trash, garbage or other waste shall be kept in sanitary containers. No unlicensed motor vehicles may be stored upon said lot at any time, except inside enclosed buildings.

E. All residential units, garages, and outbuildings shall be constructed of siding of either wood, log, stone, or vinyl of a natural tone. In the event that the wood siding is painted, said paint shall be of natural tone, to be approved by the Declarant or Homeowners Association. The exposed foundation shall be of a natural tone, to be approved by the Declarant or Homeowners Association. All garages and outbuildings shall be of the same architectural and exterior design as the residence on each lot.

F. All structural plans are to be reviewed by the developer or Homeowners Association thirty days prior to any anticipated construction. The Declarant or Homeowners Association shall have a period of twenty days to review the plans and to issue either a certificate of approval or denial.

G. All residential units shall have a minimum six to twelve pitch roof, the six to twelve pitch roof conditions shall not apply to outbuildings.

H. All exterior construction shall be completed within one year from the beginning of said construction.

2. General Provisions:

A. Well and septic system shall conform to the rules and regulations of Pocahontas County and West Virginia Department of Health. Grantor does not guarantee that any lot will be suitable for well and septic or the type thereof.

B. Grantor makes no representation that the property will be suitable for any given use by the Grantee.

C. Nothing in this document is intended to prohibit agricultural or horticultural use; however, no noxious or offensive use shall be made of any said lots nor shall activity be conducted which may constitute a nuisance to any other owner of said lots.

D. Any and all private driveways to each parcel of property which enter and exit onto access road and which crosses a drainage ditch shall have a drain pipe installed of not less than 15" diameter and 12' in length, and in accordance with the West Virginia Department of Highways regulations.

E. All utility lines shall be buried underground.

3. Utility and Roadway Easements:

A. The Grantor reserves unto itself and the following easements upon, through and under the properties of Spice Run, LLC, together with the right of ingress and egress to the extent reasonably necessary to exercise such easements. Grantor reserves unobstructed access rights of way on all access roads, surveyed now and in the future, without limitations, upon the real estate currently owned by Spice Run, LLC, and to any future real estate acquired by the Declarant.

B. A right of way is granted on all surveyed access roads designated on the attached plat, at Grantors direction now and in the future, for the construction,

maintenance and repair of all roadways and associated rights of way. In addition there is an easement granted for necessary drainage for said roads. The property owner shall have a perpetual non-exclusive easement for ingress and egress to the granted property over and across the above stated roads. Grantees their heirs and assigns shall in no way obstruct said rights of way.

C. An easement to construct, install, erect, maintain, operate, and remove all utilities for the services of the properties contained within this subdivision and properties of the grantor, and their customary maintenance and infrastructure needs. Grantees agree to sign customary agreements with utility providers allowing them to exercise said easements. Said easements shall be along roads and or property lines and shall be the minimum width necessary for each particular utility, unless otherwise required. Grantor has no obligation to provide said utilities beyond the boundary line to each lot, all utilities beyond the boundary line of each lot are the sole responsibility of the Grantee for each lot..

D. Should the West Virginia Department of Highways be willing to take over the private access roads, all lot owners will execute such agreements as may be necessary for this to happen. Until such time as the state may take over the private access roads, each of the property owners, whose lots are accessed by the private road shall be responsible for their pro-rata share of the maintenance and repair of said access roads. Said costs will be divided equally regardless of lot size or location of the road(s). Grantee shall not be responsible for the Grantor's construction of new roads. Grantor shall have no obligation to maintain or repair said roads.

4. Provisions:

A. In the event of a breach of restrictions, reservations, or easements by any property owner, any other owners jointly or severally shall have the right to proceed with any and all legal remedies and to file legal complaints to prevent the violation or attempted breach in any event. In addition to the foregoing, the Grantor, has the right but not the obligation to take any and all legal action to enforce the restrictions. Any owner found in breach of the covenants and restrictions is subject to damages, which may be enforced against the property by recordable lien. The failure to enforce any right, reservation, restriction, or easement however long continues shall not be deemed a waiver of the rights to do so hereafter as to the breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

B. Invalidation of any of the restrictions or reservations set forth above by judgment or in Order shall not affect any of the other provisions which shall remain in full force and effect by accepting ownership within this subdivision the grantees, heirs, and assigns have agreed to abide by all of the covenants, restrictions, reservations, and easements. This document shall be for the benefit of the Grantor and Grantees.

C. Declarant reserves the right for itself and the future Homeowner's Association to amend these restrictive covenants or to grant a variance to any owner to said restrictive covenants, including, but not limited to the right to sell any portion of the real estate currently owned by the Declarant free and clear of this declaration.

D. Upon the Declarant selling 75% of the lots covered under these declarations or 50% of the total acreage currently owned by the Declarant or upon the Declarants notifying the current owners shall form a Homeowner's Association for the management of Spice Run, LLC. Upon the formation of said Homeowner's Association,

the Declarant shall not be responsible for any enforcement of these covenants, these declarations and such obligations that fall on the Homeowner's Association.

E. The Declarant and/or the Homeowner's Association shall have the right to institute assessments or fees for the maintenance for common areas, such as easements, roads and bridges. The Declarant shall be responsible for the construction of the access road from West Virginia State Route 39 to the properties covered by these declarations, however, once said road is constructed, the obligation shall fall upon the Homeowner's Association and the individual owners for the maintenance of said road.

F. The Declarant shall not be obligated to pay any assessment fees upon any real estate owned by the Declarant, except, any real estate upon which the Declarant has constructed a residence.

G. Each lot owner shall be entitled one vote for each lot owned, by the lot owners within the Homeowner's Association.

H. Additional adjoining land, including but not limited to future sections of Spice Run on the Greenbrier may be annexed into **SPICE RUN ON THE GREENBRIER** by the Declarant without the consent of members, provided however, that street widths shall remain substantially the same as those initially constructed, and further provided that the land use restrictions shall remain substantially the same as provided for in this Declaration.

I. Lot 12 may be subdivided one time, however neither lot shall be less than 3 acres each.

J. There shall be no dusk to dawn lighting on said lots.

K. No commercial dog kennels or hunting dog kennels on said lots. Domestic pets shall be limited to not more than three dogs and/or three cats, which may be housed in kennels

L. Minimum square feet on main dwelling shall be no less than 1,200 square feet on the first floor, and any two story dwelling shall be no less than 900 square feet on the first floor, and any outbuilding shall be no larger than 60% of the size of the first floor of the main dwelling.

N. The Common Area, containing 9.8 acres, as shown upon the Plat of Survey, shall be the common property of all of the lot owners of any phase of **SPICE RUN ON THE GREENBRIER**.

O. Common Area Parking shall be upon the 50 foot right of way adjacent to Lot 7, however, parking shall not completely block said right of way.

Witness the following signatures and seals:

SPICE RUN, LLC

By: 

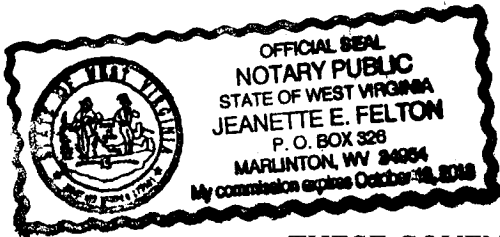
It's: member

STATE OF West Virginia
COUNTY OF Pocahontas: to-wit:

I, Jeanette E. Felton, a Notary Public in and for the State and County aforesaid do hereby certify that on this date personally appeared before me SPICE RUN, LLC, by Timothy Peckee, It's Member, and acknowledged his/her signature to the foregoing Covenants and Restrictions bearing date the 14 day of November, 2007.

Given under my hand this the 14 day of November, 2007.

My commission expires October 13, 2013.



Jeanette E. Felton
NOTARY PUBLIC

THESE COVENANTS AND RESTRICTIONS WERE
PREPARED IN THE OFFICE OF:

MICHAEL C. DOSS
ATTORNEY AT LAW
921 TENTH AVENUE
MARLINTON, WV 24954

AFTER RECORDATION PLEASE RETURN TO:

SPICE RUN, LLC
P.O. BOX 635
GREENVILLE, VA 24440

WEST VIRGINIA, CLERK'S OFFICE OF THE COUNTY
COMMISSION OF POCAHONTAS COUNTY

November 15, 2007

this instrument was this day presented to me in my office and thereupon the same together with the certificate of acknowledgement thereunder written, is admitted to record therein.

Teste Sandra Friel Clerk

by Nancy L. Jordan, deputy

SANDRA FRIEL
POCAHONTAS County 02:18:07 PM
Instrument No 53472
Date Recorded 11/15/2007
Document Type DEED
Book-Page 311-522
Rec/Preserve \$5.00 \$1.00