

Mailed: 3-13-81
Clyde M. See, Jr.
Attorney at Law
Moorefield, WV
26836

PROTECTIVE COVENANTS, RESTRICTIONS AND RESERVATIONS
OF
THE SUBDIVISION
OF
WALNUT BOTTOM HIDEAWAY
PROTECTIVE COVENANTS, RESTRICTIONS AND RESERVATIONS
OF
THE SUBDIVISION
OF
WALNUT BOTTOM HIDEAWAY

The subdivision of Walnut Bottom Hideaway and all lots therein shall be subject to the following protective covenants, restrictions and reservations, all of which shall be considered as covenants which run with the land for the mutual protection and benefit of all land owners, and shall be binding upon all grantees, their heirs and assigns, successors and successors in title, in all deeds now and hereafter made by the owners of the subdivision, hereinafter referred to as Grantors:

1. That the lots within the subdivision shall not be subdivided so as to reduce the total acreage of any lot to less than two and one-half (2½) acres.

2. That the Grantors hereby grant and convey, unto the property owners of all lots within the subdivision, their heirs and assigns, a right of way over all roads within the subdivision for the purposes of ingress and egress to the public highway, and said roads are shown and designated on a plat or map of the subdivision which is duly recorded in the office of the Clerk of the County Commission of Hardy County, West Virginia, and the rights granted hereby shall also extend and include a right of way over such other and further roads as may be hereafter constructed and set forth on any revised plat or map of the subdivision and duly recorded in said Clerk's Office. It is expressly understood that the rights of way conveyed hereby by the Grantors to all land owners shall not be exclusive and shall be used in common by other land owners, both existing and future, having the right to use the same, and the Grantors do expressly reserve and except unto themselves, their heirs and assigns, a right of way over all roads within the subdivision as now and hereafter shown and designated on maps or plats of the subdivision.

3. That the Grantors shall be and remain fully responsible for the maintenance of all roads within the subdivision until eighty (80) per cent of all lots within the subdivision have been conveyed, and

thereafter the Grantors shall convey and transfer all roads to an owner's association, which shall be established by the Grantors. That upon the conveyance of eighty (80) per cent of all lots within the subdivision, the Grantors or the owner's association may assess the owner or owners of each lot located within the subdivision a fee not to exceed fifty dollars (\$50.00) per year, per lot, for the use, upkeep and maintenance of the roads within the subdivision, excluding snow removal, and all fees so assessed and collected shall be deposited in a special account to be used only for the upkeep and maintenance of said roads as provided herein. Payment of said assessment and fee shall be payable on an annual date fixed by the Grantors or owner's association, and the obligation to pay said assessments and fees shall be binding upon all owners, their heirs, successors or assigns.

4. That the Grantors reserve and except unto themselves, their heirs and assigns, the right to erect and maintain telephone and electric poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights of way therefor, with the right of ingress and egress for the purpose of erection or maintenance on, over or under a strip of land twenty-five (25) feet wide at any point along the side, rear or front property lines of any of the lots within the subdivision.

5. That all lots within the subdivision, whether occupied or unoccupied, and all improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of the accumulation of trash, rubbish, garbage, debris, junk or other refuse thereon. No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said lots within the subdivision.

6. That no noxious or offensive activities shall be carried on upon any lot within the subdivision, nor shall anything be done thereon which may be or may become an annoyance to the other land owners within the subdivision. No lot within the subdivision shall be used as a dumping ground for trash, garbage or rubbish, and all trash, garbage or other waste shall at all times be kept in sanitary containers and

all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

7. That no buildings shall be erected closer than thirty (30) feet to the side, rear or front property lines of any of the lots within the subdivision, with the exception that when two or more lots are used together for the construction of one dwelling, then said thirty (30) feet setback lines shall apply only to the outside lines.

8. That the construction of any driveway or roadway to or on any lot from the main roadway shall be done in such a manner as not to interfere with the use of the main roadway within the subdivision, and such construction shall also be in such a manner as to prevent undue damage to drainage or otherwise to the main roadways, and shall require the installation of culverts, if necessary, to prevent obstruction of natural drainage on the main roadways.

9. That all lots within the subdivision are intended to be used for recreational or residential purposes. Barns or other outbuildings may be constructed within the subdivision provided that the same are constructed with good materials and in a good workmanlike manner. Domestic animals or pets may be kept and maintained upon said lots but shall be kept and maintained within the boundaries of the real estate owned by the owners of such animals, and any domestic animal or pet using the common rights of way within the subdivision shall be under the control of its owner. Notwithstanding any provision herein contained to the contrary, no animals or pets shall be maintained within the subdivision in such a manner as to create a nuisance or produce obnoxious and offensive odors.

10. That mobile homes or house trailers within the subdivision are expressly authorized but the same shall be constructed and maintained in a presentable manner, including either the erection of such mobile homes or house trailers upon permanent foundations or properly underpinned in such a manner as to assure that the same will not become unsightly. Camping trailers used for recreational, hunting and other purposes are authorized within the subdivision upon a temporary basis only, and in no event shall the same be parked within the subdivision for a period exceeding one hundred twenty (120) days.

11. That all toilets and sewage facilities constructed within the subdivision shall be in compliance with the laws of the State of West Virginia, and shall conform to the regulations of the West Virginia State Department of Health.

12. That nothing herein shall be construed to prevent the Grantors from placing further protective covenants, restrictions and reservations on any lot within the subdivision which shall not have already been conveyed by the Grantors.

13. That in the event of violation or breach of any of the covenants or restrictions set forth herein, or a threatened breach thereof, the owner or owners of any lot or lots within the subdivision, together with the Grantors, shall have the right to enjoin the same with proceedings at law against the person or persons violating or threatening to violate the same, and such owner or owners enforcing same shall have the right to recover just damages for themselves and on behalf of all other owners of the lots within the subdivision, and no delay or omission in exercising any right, power or remedy provided in this paragraph shall be construed as a waiver thereof or an acquiescence therein.

14. That the invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

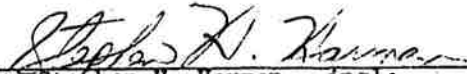
15. That all of the foregoing protective covenants, restrictions and reservations shall be incorporated by reference in deeds to lots in the subdivision, and shall have the same force and effect as though set out verbatim in each deed.

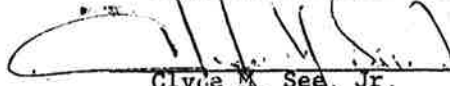
16. That on and after January 1, 1986, the foregoing protective covenants, restrictions and reservations may be altered, changed, amended or deleted upon approval of seventy-five (75) per cent of the then land owners, with the owners of each lot having one vote at a meeting called upon proper notice to all land owners.

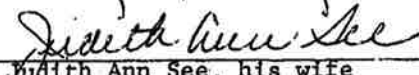
The real estate to which the above protective covenants, restrictions and reservations shall apply is all of that certain tract or parcel of real estate known as Walnut Bottom Hideaway, containing in the aggregate 324.25 acres, more or less, located and situated in

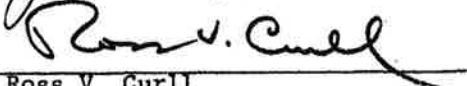
Moorefield District, Hardy County, West Virginia, and being the same real estate which was conveyed in nine (9) separate parcels unto Harold Roby, Stephen H. Harman, Clyde M. See, Jr., and Ross V. Curll, by Oscar M. Bean, attorney in fact for George T. Leatherman, III, et al, by deed dated September 1, 1978, which is of record in the office of the Clerk of the County Commission of Hardy County in Deed Book No. 152, at page 314. Subsequent thereto, the said Harold Roby and Maxine Roby, his wife, conveyed their undivided interest in subject real estate to Stephen H. Harman, Clyde M. See, Jr., and Ross V. Curll, by deed dated December 1, 1979, which is of record in said Clerk's Office in Deed Book No. 158, at page 766. Reference is now made to said deeds for any and all pertinent purposes.

WITNESS the following signatures and seals of the owners and grantors of Walnut Bottom Hideaway, this 1st day of January 1981:


Stephen H. Harman, single (SEAL)


Clyde M. See, Jr. (SEAL)


Judith Ann See, his wife (SEAL)


Ross V. Curll (SEAL)


Phyllis J. Curll, his wife (SEAL)

STATE OF WEST VIRGINIA
COUNTY OF HARDY, to-wit:

I, Helen Reproad, a Notary Public in and for the County and State aforesaid, do hereby certify that Stephen H. Harman, single, whose name is signed to the foregoing writing, bearing date the 1st day of January, 1981, has this day acknowledged the same before me in my said county and state.

Given under my hand this 2 day of February, 1981

My commission expires April 10, 1982

Helen Reproad
Notary Public

STATE OF WEST VIRGINIA
COUNTY OF HARDY, to-wit:

I, Helen Reproad, a Notary Public in and for the County and State aforesaid, do hereby certify that Clyde M. See, Jr. and Judith Ann See, his wife, whose names are signed to the foregoing writing, bearing date the 1st day of January, 1981, have this day acknowledged the same before me in my said county and state.

Given under my hand this 2 day of February, 1981

My commission expires April 10, 1982

Helen Reproad
Notary Public

STATE OF TEXAS

COUNTY OF Harris, to-wit:

I, Kathleen C. Norberg, a Notary Public in and for the County and State aforesaid, do hereby certify that Ross V. Curll and Phyllis J. Curll, his wife, whose names are signed to the foregoing writing, bearing date the 1st day of January, 1981, have this day acknowledged the same before me in my said county and state.

Given under my hand this 9th day of February, 1981

My commission expires November 21, 1981

Kathleen C. Norberg
Notary Public

This instrument prepared by Clyde M. See, Jr.,
Attorney at Law, Moorefield, WV 26836.

STATE OF WEST VIRGINIA, Hardy County Commission Clerk's Office March 7, 1981

The foregoing ~~check~~ ^{Covenants}, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste David Hartman Clerk.