

Julie, 1-17-07
Carl, Keaton, & Frazier
~~Attorneys at Law~~

70113

BOOK 461 PAGE 315

AMENDMENT TO
RESTRICTIVE COVENANTS AND CONDITIONS
FOR COOPER RIDGE ESTATES

WITNESS this Amendment to the Restrictive Covenants and Conditions for Cooper Ridge Estates, of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 409, at page 13, by Cooper Ridge Estates, LLC, a Virginia LLC, and Steven S. Bommarito and Julie K. Bommarito, who are the Developers and Declarants of all of the phases and sections of said Subdivision, which said Amendment, as set forth herein, shall be binding upon all owners of all lots in Cooper Ridge Estates.

WHEREAS, in Article VI, item No. 3, of the original covenants states that the Declarants may change, modify, or waiver said covenants within one year from the date of the sale of the last lot from said subdivision; and,

WHEREAS, the last lot in said subdivision was sold to a third party purchaser by deed dated August 30, 2006, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 458, at page 503, the Declarants and Developers of said subdivision do now desire to modify said restrictive covenants, as follows:

NOW, THEREFORE, this Amendment to the Restrictive Covenants and Conditions for Cooper Ridge Estates, to wit:

The following paragraph shall be construed as an additional covenant to run with the land:

1. No further subdivision of any lot is allowed. Any modification of the original lot lines must be with the written consent of the Developers of said subdivision.

Further, the original covenants, including the additional covenant contained herein, shall apply to each and every lot in said subdivision, and not just to Phase III, as the original covenants indicate.

The remainder of said covenants shall remain unchanged.

The undersigned do hereby amend the heretofore filed Restrictive Covenants and Conditions for Cooper Ridge Estates, of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 409, at page 13, and same shall be binding upon all owners of all lots of Cooper Ridge Estates, unless otherwise

amended or modified according to the terms and provisions as set forth in said Covenants. Further, reference is made to those certain documents of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 433, at page 351, and 444, at page 338, for all pertinent and proper reasons.

All other covenants shall remain in full force and effect as to all other lots.

WITNESS the following signatures and seals, this 14th day of December, 2006:

Cooper Ridge Estates, LLC,
A Virginia LLC

By: *Paul L. Negley*
Paul L. Negley, member,
Developer/Declarant

Steven S. Bommarito
Steven S. Bommarito,
Developer/Declarant

Julie K. Bommarito
Julie K. Bommarito,
Developer/Declarant

STATE OF *Virginia*
COUNTY OF *Fredricks*, TO WIT

The foregoing instrument was acknowledged before me this *18th* day of *December*, 200*6*, by Paul L. Negley, member, Cooper Ridge Estates, LLC, a Virginia LLC.

My commission expires *11-30-2008*

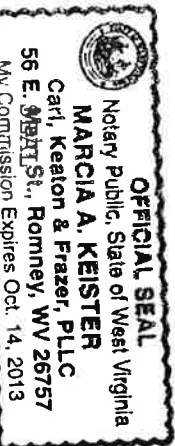
SEAL

Sharon A. Link
Notary Public

STATE OF *West Virginia*,
COUNTY OF *Hampshire*, TO WIT

The foregoing instrument was acknowledged before me this *30th* day of *December*, 200*6*, by Steven S. Bommarito and Julie K. Bommarito.

My commission expires *10/14/13*



Marcia A. Keister
Notary Public

CARL, KEATON
& FRAZER, PLLC
ATTORNEYS AT LAW
56 E. MAIN STREET
ROMNEY, WV 26757

THIS INSTRUMENT PREPARED BY:
WILLIAM C. KEATON, ATTORNEY AT LAW
CARL, KEATON & FRAZER, PLLC
56 EAST MAIN STREET, ROMNEY, WEST VIRGINIA 26757
wck/njcovenants/cooper Ridge Estates Modification

Instrument No 92303
Recorded Date 01/05/2007
Document Type C&R
Book-Page 461-315
Rec/Add Fee 5.00 1.00

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office *11/5/07* *9:30am.*

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste *Sharon A. Link* Clerk.

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COOPER MOUNTAIN - PROTECTIVE COVENANTS

The above described real estate is subject to the following

Protective Covenants:

1. For the consideration stated, the Grantor further grants and conveys unto the said Grantees, their heirs and assigns, the perpetual right to use in common with other property owners, a thirty (30) foot wide right of way for ingress and egress, to and from the property herein, and throughout Cooper Mountain Subdivision. The Grantor reserves unto itself, successors, and assigns, the right to use all common roadways, including any portion of said roadway which may lie within the boundaries of the real estate contained in this deed.
2. The Grantor reserves unto itself, its successors and assigns, the right to convey a utility easement/right of way of at least 20 feet in width along the southeastern bounds of the 30 foot wide non-exclusive right of way as set forth in Paragraph No. 1, above.
3. All of the tracts in Cooper Mountain Subdivision shall be used for residential and recreational purposes. No manufacturing or commercial enterprise shall be conducted without prior written approval.
4. No trucks, buses, old cars, or unsightly vehicles of any type or description may be left, stored or abandoned on said tracts. No trash dumps or accumulation of tires, or any other unsightly material shall be permitted upon said tracts.
5. No noxious or offensive activity shall be carried on or upon any tract or right of way, and the use of any four wheel motorcycles or motor vehicles, without proper noise abatement equipment is expressly prohibited.
6. All property owners in Cooper Mountain Subdivision shall jointly maintain all rights of way to and from same, and the cost shall be divided equally between all property owners of said subdivision.
7. No on-street parking along any common roadway or designated right of way is permitted.
8. It is mutually greed and understood that said Protective Covenants shall run with the land conveyed, and not pertain to any land retained by the Grantor.

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

Be it remembered that on the 29th day of February, 2000, at 2:34 P M
this Deed was presented in the Clerk's Office of the County Commission of said Cour
and with the certificate thereof annexed, admitted to record.

GARTO & HARRIS, INC., SENECA, WV RECORDER NO. 7652-99

Attest: Sharon Y. Link
County Commission, Hampshire County, W. VA. Clerk AEM

HAMPSHIRE COUNTY COM.
DEED
Date/Time: 02/22/2000 14:34
Inst #: 397-1
Book/Page: 20184
Recd/Tr: 473-400

68361

COOPER RIDGE ESTATES

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SECTION III

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Negley Construction, Inc., a Virginia Corporation, hereinafter referred to as "Declarant" does hereby record the following protective Covenants, conditions, and Restrictions pertaining to those four certain tracts of real estate presently containing in the aggregate 83.276 acres, more or less, and the subdivision of same, to be known as Cooper Ridge Estates, lying and being situate in Bloomery District, Hampshire County, West Virginia, and being all the same real estate conveyed to the said Declarant by those certain deeds dated March 28, 2000, February 9, 2000, and February 9, 2000, which are of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book Nos. 399, at page 420, 397 at page 473, and 397 at page 477, respectively. A plat of Cooper Ridge Estates has been recorded in said Clerk's Office in Deed Book No. 428 at page 158-160 and same is incorporated herein and made a part hereof for all pertinent and proper reasons, including a more particular description of said real estate, and the roads and rights of way associated with same.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Cooper Ridge Estates Property Owners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of Cooper Ridge Estates, as shown on the hereinabove referenced Final Subdivision Plat or any lot added in future sections of Cooper Ridge Estates including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 3. "Lot" shall mean and refer to any of the Lots (Lots 1 through 17 inclusive) designated upon the Final Subdivision Plat of Cooper Ridge Estates.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "The Property" shall mean that property that has been subdivided and placed of record as section of the Cooper Ridge Estates.

Section 6. "Declarant" shall mean and refer to Negley Construction Inc. a Virginia Corporation, and any other entity designated by Negley Construction Inc.

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ARTICLE II

ADDITIONS TO THE PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Additional Sections: Additional sections of Cooper Ridge Estates as they are added, will become part of Cooper Ridge Estates subdivision, subject to the same provisions as set forth herein and governed by the same Property Owners Association, provided however that Declarant may amend the land use restrictions, set back requirements, building sizes and other provisions.

Section 2. Declarant Not Bound to Add Properties: The Declarant shall not be and is not bound to make or proceed with the addition of any of the proposed additional sections of Cooper Ridge Estates.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a member of the Association. Only one membership shall be accorded per Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

VOTING RIGHTS

Each member of the Association shall have one vote for each Lot owned. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot nor shall any vote be fractionalized for the purpose of voting.

The affairs of the Association shall be managed by a Board of not less than three (3), but no more than five (5) directors, who must be members of the Association. The Board of Directors shall be elected by Membership as determined in the By Laws of the Association.

TREASURE

The Treasurer of the Association shall be bonded, with the expense of such a fidelity bond for said officer to be borne by the Association.

**ARTICLE IV
COVENANTS FOR MAINTENANCE ASSESSMENT**

Section 1. Assessments: Each Lot Owner, by acceptance of a Deed thereto, acknowledges that the roads and rights of way are private in nature and shall not be maintained by the West Virginia Department of Transportation or other public agency and that the maintenance and improvement thereof shall be the mutual obligation of the Landowners in the subdivision abutting said roads. Each owner of a Lot within Cooper Ridge Estates shall pay an annual assessment for the reasonable construction, use and maintenance of roads.

Section 2. Basis of Annual Assessments: The initial assessment shall be One Hundred Fifty Dollars (\$150.00) per Lot. The maximum annual assessment per Lot may be increased above that set forth hereinabove by a vote of the Members for the next succeeding year and at the end of each year's period, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of Members at a meeting duly called for this purpose, written notice which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 3. Effect of Non-Payment of Assessments: Remedies of the Association: Any assessments which are not paid when due shall be delinquent. If the assessments are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or file a Notice of Lien among the land records and foreclose said lien against the property. Interest, costs and reasonable attorney's fees on any such action shall be added to the

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amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 4. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter encumbering any Lot. Sale or transfer of any Lot shall not affect the assessment lien.

Section 5. Exempt Property. The Declarant shall be forever exempt from the payment of said annual assessments and road maintenance fees as to all Lots now owned or later acquired by the Declarant.

ARTICLE V USE, RESTRICTIONS AND COVENANTS

The single family Lots in Cooper Ridge Estates shall be subject to the following restrictions which are constituted covenants real to run with the land:

1. All Lots shall be used for single-family residential purposes only. No residence shall be erected, constructed, or permitted to remain on Lot other than single-family homes containing not less than 1200 square feet (Lots 1 through 12) and not less than 1000 square feet (Lots 13 through 17) minimum total area, exclusive of porch, decking, basement and garage. Roof pitch shall be at least 4/12" or more. All exterior construction must be completed and closed within one year of commencement of excavation. All dwellings shall have an enclosed permanent foundation. No more than one single family residence shall be erected on a lot.
2. A private garage may be built separately (minimum of 480 square feet and not to exceed 1000 square feet, walls 10 feet), or attached to and made part of the dwelling, but must be of the same materials and conform in construction to the dwelling.
3. Any utility or other out building on any Lot shall be of the same material and construction as the main structure on such Lot and shall follow the same color scheme as the dwelling on said Lot.
4. No signs or advertising of any nature shall be erected or maintained on any Lot except "For Sale" signs for said Lot which signs shall not exceed 5 square feet in area, or signs used by the **DECLARANT** to advertise the property during construction and sale. No "For Rent" signs shall be allowed on any lot.

5. No power boats, mobile homes, motor homes, campers, commercial buses, trailers of any type, tractors, trucks or other motor vehicles (other than automobiles, motorcycles, pickup trucks of $\frac{3}{4}$ ton (or less) or vans) shall be permitted on any Lot except during the course of construction. No junk, inoperative or unlicensed vehicles may be stored or kept on any Lot unless housed in a garage of the type described above.
6. No animals of any kind (including livestock, poultry, or birds) shall be permitted on any Lot, except that dogs, cats and other usual household pets may be kept, provided that they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers and provided that persons shall use courtesy and care when walking or exercising their pets in such a manner that promotes the safety and health of all Lot Owners. There shall be no outside construction for maintenance of pets. Pets are not permitted to run at large so as to become an annoyance to other Lot Owners.
7. No Lot shall be used for commercial purposes, save that Lots may be utilized for in-home occupations. While business invitee thereof all has use of the subdivision roadways, such use shall be for ingress and egress only. Such in home occupational use shall not be permitted to become a nuisance to other Lot Owners. Specifically, no vehicle related occupations are permitted such as body and repair shops, used car lots, metal and welding type occupation, etc.
8. No noxious noisy or offensive activity shall be carried on within The Properties, nor shall anything be done therein which may be or which may become an annoyance or nuisance to the neighborhood. No toxic or hazardous materials shall be produced or stored within The Properties at any time.
9. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All Lots shall be mowed and maintained by the Owner in a neat and orderly condition at all times. No refuse or any container for same shall be placed or stored in front of any house except on the date of refuse pickup.
10. All Lots are required to observe any setback lines, and/or side lines and/or rear yard lines as shown on the plat attached hereto in addition to those applicable requirements of any County Ordinance.
11. In the event that a dwelling is destroyed, the Owner of the dwelling, within sixty (60) days from said destruction, shall clear away the remaining portion of the dwelling unit and maintain the Lot in a neat and orderly condition.

12. No owner of any Lot shall interfere with the natural drainage of surface water from such Lot to the detriment of any other Lots. Consequently, in the construction of driveways into any Lot, a minimum twelve inch diameter culvert shall be used in constructing the driveway in order to facilitate natural drainage. No parking that obstructs traffic is permitted upon any road within The Property, and as part of the development of any Lot. The Lot Owner shall provide adequate off-road parking for himself and his guests.
13. No building of a temporary nature shall be erected or placed on any lot.
14. The Owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any Lot owned by him. Lot Owners likewise agree to repair and restore promptly to its prior condition any part of the subdivision road damaged by equipment of Owner or his Contractor enroute to or from Owners Lot.
15. The Declarant reserves unto himself or his assigns the right to erect, maintain, and operate and replace telephone and electric poles, conduits, and related equipment and water, gas and sewer lines, and the right to grant easements or rights of way therefore, over, on and under a strip of land twenty (20) feet along all of the right of ways (and additional width as necessary), in addition to easements reserved by any other instruments duly recorded. Nothing here shall be construed as creating any duty of Declarant to install or maintain any utility services; however, as it is contemplated that actual installation will be made at the expense of the utility and/or the Lot Owners.
16. Each Lot Owner shall have an unobstructed right of way and easement over and across the roads as shown on the subdivision plat as recorded from time to time, for the purpose of ingress and egress to and from public roads. No part of any Lot may be sold or used as a road or right of way to any land outside The Property without advanced written permission of the Declarant. The Property Owner's Association shall be solely responsible for maintenance of the subdivision roads.
17. Reasonable cutting of wood and timber for land clearing is permitted. However, no cutting of wood for commercial purposes is allowed.
18. In the event of violations of the Association's enforcement of any of the covenants and restrictions applying to The Property, the costs and expenses

attendant thereto shall be paid by the violator as part of any judgment or remedy obtained.

19. The Association, by a vote of two-thirds (2/3rds) of its members, may make additional rules, covenants, and restrictions for the use of The Property, which together with the above may be deemed advisable by the Association.

ARTICLE VI

GENERAL PROVISIONS

1. Declarant reserves the right to replat any unsold lot or lots. Nothing herein shall be construed to prevent Declarant from imposing additional covenants or restrictions on any unsold Lots(s):
2. In the event state, local government, and utility companies, or Declarant, requires the installation of a public utility system within the area of which the subdivision is a part, the grantee or grantees, by the acceptance of the deed, so hereby agree to pay their proportional share for the cost of erection, maintenance and operation thereof as determined by the above authority.
3. Declarant reserves the right to reasonably modify, change or waiver these covenants herein without the consent of any of the Owners for a period of one year from the date of sale of the last Lot from Cooper Ridge Estates.

ARTICLE VII

1. Declarant states that there has previously been recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, protective covenants and restrictions which encumber the real estate which Cooper Ridge Estates is comprised of, which are entitled "Cooper Mountain Protective Covenants," and that same are to be considered covenants running with the land in addition to the Covenants, Conditions, and Restrictions as set forth herein. However, in the event any provision of the "Cooper Mountain – Protective Covenants" conflicts with the covenants as contained herein, the covenants, conditions, and restrictions as set forth herein shall control.

ARTICLE VIII

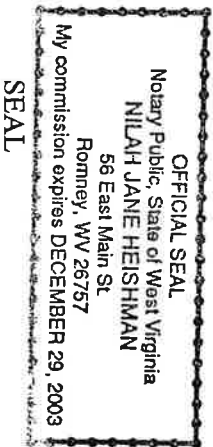
WITNESS THE FOLLOWING SIGNATURE AND SEAL of Paul Negley, President, Negley Construction, Inc., a Virginia Corporation, who has caused this instrument to be executed and delivered this 21st day of September, 2001.

BY *Paul Negley*
PAUL NEGLEY, PRESIDENT,
NEGLEY CONSTRUCTION, INC.

STATE OF West Virginia
COUNTY OF Hampshire, TO-WIT:

The foregoing instrument was acknowledged before me this 21st day of September, 2001, by Paul Negley.

My commission expires: 12/29/03



Nilah Jane Heishman
NOTARY PUBLIC

This instrument was prepared by Paul Negley, President, Negley Construction, Inc.

HAMPSHIRE COUNTY COMM.
CLERK'S & REG. CLERK 03
Date/Time: 09/25/2001 14:20
Inst #: 34271
Book/Page: 409- / 13-
Record/Tax: 9.00

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:
Be it remembered that on the 25th day of September, 2001, at 2:20 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: *Sharon Hink* Clerk
County Commission, Hampshire County, W. VA. AFM