

Gary Rotruck
Star Rt 1 Box 34
Burlington NY 26710

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264/96

Harness Hill
Dedication of Plat and Declaration
of Protective Covenants
Conditions and Restrictions

KNOW ALL MEN BY THESE PRESENTS; that the undersigned, Gary O. Rotruck, does hereby record the plat of a subdivision known as Harness Hill and being more fully described on the plat and survey of Green Engineering, lying and being situated in Welton District, Mineral County, West Virginia. Said real estate being all the same real estate conveyed to Gary O. Rotruck, by Last will of O. J. Rotruck, from Grace E. Rotruck recorded in the Clerk's Office of the County Commission of Mineral County, West Virginia, in will book 11 at Page 464 to which reference is hereby made.

WHEREAS, the Declarant has divided said real estate into lots and intends to convey same subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth:

NOW THEREFORE, Declarant hereby declares that the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, reservations and conditions, all of which are for the purpose of enhancing and protecting the value and desirability of the real property, and which shall run with the real property, and be binding on all parties having any right, title or interest in the above described property or any part hereof, their heirs, successors and assigns, and shall insure to the benefit of each and every owner thereof, and shall have the effect of covenants running with the land whether or not specifically referred to in the deeds of conveyance of said lots.

ARTICLE I
DEFINITIONS

1. "Association" shall mean and refer to Harness Hill Property Owners Association, its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of and obligation.
3. "Property" shall mean and refer to the real property described above and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. "Lot" shall mean and refer to any numbered or lettered plot of land shown upon any recorded subdivision plat of the Property.

5. "Declarant" shall mean and refer to Gary O. Rotruck, its successors and assigns.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2. When three-fourths (3/4) of the lots have been sold, a Property Owners Association shall be established with membership consisting of the owners (and only the owners) of each lot in Harness Hill, who shall have one (1) vote per lot owned. The Association shall be governed by the majority vote of the lot owners. A Board of Directors of three (3) to five (5) members shall be elected by the lot owners, except for the initial Board of Directors which will consist of 1 to 5 Directors as provided herein.

The initial Directors of the Association consisting of one to five members shall be appointed by Gary O. Rotruck or its assigns and thereafter the Board of directors shall be elected by the lot owners. Gary O. Rotruck shall be responsible for calling the first meeting of the Property Owners Association on or before December 3, 1991, and shall be responsible for the mailing of the written notice of the lot assessment which is due and payable by December 31, 1991. This meeting shall be an organization meeting. At said meeting the said owners shall by majority vote, form the said association's legal entity as they deem advisable and shall elect a Board of Directors and/or officers of said association, and conduct such other business as they may deem advisable.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

1. The Declarant shall assess initially, for each lot, One Hundred Dollars (\$100.00) per year, for the use, upkeep and maintenance of the rights-of-ways within Harness Hill and such other common facilities as the said Declarant may provide therein, subject to any increase as provided hereinafter.

2. Any assessment made pursuant to this paragraph, including a late fee of Five Dollars (\$5.00) interest at the rate of ten per cent (10%) per annum from the date of delinquency, and reasonable attorney's fees incurred in the collection thereof, shall constitute a lien of this property until paid. The lien is

expressly inferior and subordinate to any mortgage liens presently or hereafter encumbering the property affected by these protective covenants. This assessment may not be raised by more than a percentage increase not greater than the cost of Living Index (urban) as published by the Dept. of Interior, Bureau of Standards. The owner of each lot, by acceptance of a deed thereto, automatically becomes a member of the Harness Hill Property Owners Association and is deemed to covenant and agree to pay \$100.00 per Lot, per year, beginning December 31, 1991, and to pay annually thereafter to the Property Owners Assoc. by the purpose vote of the owners of a least two-thirds (2/3) of the lots in the said subdivision as necessary for the purpose of maintaining all roadways as shown on plat. During October of each year, beginning October, 1991 the Association shall notify each lot owner, in writing, as to the amount of the lot assessment which shall be due and payable by December 31, 1991. In the event of a resale on one or more parcels in said subdivision, the obligation shall become the obligation of the new owner(s).

If the owner of any lot is in default of the payment of any assessment, including interest and cost of collection, the property Owners Association may bring an action of law against the owner personally obligated to pay same and may also sell the lot involved at a public auction after advertisement once a week for four (4) successive weeks, in a newspaper having general circulation in Mineral County, and after thirty days (30) days written notice mailed to the last known address of said owner. Cost of sale shall be paid from the proceeds of sale before the payment of amount involved. In exchange for Declarant's agreement to maintain said roadways and right-a-ways until December 31, 1991, the Declarant shall be forever exempt from the payment of said annual assessments are road maintenance fees as to all lots now owned or hereafter acquired. In no case will Declarant be responsible for road maintenance after December 31, 1991.

If any one owner owns two or more adjoining lots, only one assessment shall be payable so long as two or more adjoining lots are so owned any only one house is built by said owner of said lots. If any of said lots in thereafter sold or conveyed or improved by an additional dwelling, it shall be subject to separate assessment of \$100.00

EXCEPTION

It is expressly understood that lots 17, 18 & 19 and tracks previously conveyed along Harness Run RD 11/3 will not be liable for association fees. Because these lots do not use the right-of-ways for ingress & egress in Harness Hill but this in no way exempts lot owners from the above covenants.

ARTICLE IV USE RESTRICTIONS

1. No signs or advertising of any nature shall be erected or maintained on any lot, except for sale or rental signs for said lot not to exceed six (6) square feet in area (and must comply with the Mineral County ordinances relating to erection of signs), and except for directional and informational signs of DECLARANT.

2. Resubdivision of any lot is not permitted under 2 acres or more that one time.

3. No owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lot. In construction of a driveway into any lot, a fifteen (15) inch diameter culvert, or larger if necessary, shall be used in constructing the driveway in order to prohibit blockage of natural drainage. No parking is permitted upon any road within the property at any time with blocks traffic, and as part of the development of any lot, the Owner shall provide adequate off-parking for himself and his guests(s).

4. Due to unsightliness of junk vehicles on lots, no motor vehicle which does not have current license plates or an inspection sticker not more than six (6) months out of date shall be permitted on any lot.

5. No building of a temporary nature, and not house trailers or mobile homes shall be erected or placed on any lot except those customarily erected in connection with building operations and in such cases, for a period not to exceed eight (8) months.

6. Not more than one single family residence shall be erected on a lot and shall contain a minimum of 1000 Sq. ft. of living area in wooded areas. OPEN areas shall contain a minimum of 1200 sq. feet of living area, excluding basement, garage, porch, carport, deck and overhang eaves. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction.

7. Each lot shall be used for residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on said lot.

The association shall ensure that trash collection is provided to each lot regardless of whether the lot occupied, and trash collection charges shall be collectable from lot owner not complying with the sanitation requirements of the covenants in addition to the assessment set forth herein. The Lien procedure available for delinquent payments shall be utilized in order to ensure the non-accumulation of waste in the properties.

7A. 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 annoyance or nuisance to the neighborhood. No toxic or hazardous materials shall be produced or stored within the properties at any time. Notwithstanding the prior paragraph, the following uses are permitted, subject to applicable state and local laws:

(a) Home occupation conducted by occupant.

(b) Agricultural uses, including incidental uses and the construction of accessory building connected with agriculture or the building of a residence, including storage of temporary camping and lawn maintenance equipment. Said accessory building shall be not used for temporary sleeping or camping quarters.

(c) No more than one (1) head of livestock per acre shall be permitted per lot. No pigs or chickens allowed unless otherwise approved by the board of directors of the Property Owners Association.

8. The owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any lot owned by him. Owners likewise agree to repair and restore promptly to its prior condition any part of a subdivision road damaged by equipment of owner or his contractor enroute to or from owners lot. All lots improved or unimproved, must be maintained by owner in a neat and orderly condition at all times. No garbage, trash or inoperative vehicle or other debris shall be permitted to accumulate or remain on any lot.

9. No building shall be erected closer than forty (40) feet from the front property line, starting in the center of roadway or 20 feet from any side or rear lot lines.

10. All sanitation facilities constructed on any lot shall conform with the regulation and requirements of the West Virginia and Mineral County Health Department, and any applicable laws.

11. 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 trash, garbage, fuel storage tanks,

garden equipment, supplies, and stored raw materials must be kept from view of the public. In the event any lot owner shall fail to discharge his aforesaid responsibilities in a manner satisfactory to the Board of Directors of the Property Owners Association, upon two thirds (2/3) vote of its Board of Directors, and after fifteen (15) days notice to the owners of the property, the Property Owners Association shall have the right, through its agents and employees, to enter upon said lot and perform necessary maintenance repairs (including mowing and removal of grass over 24" high in the form of hay), and restoration, or to remove any offending material or object. Such action shall not be deemed a trespass, and the cost of same when performed by the Association shall be added to and become a part of the assessment to which such lot is subject.

12. The Declarant reserves unto itself and its assigns, the right to erect, maintain, operate and replace telephone and electric light poles, conduits and related equipment and sewer, gas and water lines and the right to grant easements or right-of-way therefor, on, over and under a strip of land (10) ten foot wide along all property lines not serving as the centerline for right-of-ways, and 15 (fifteen) feet along all the forty (40) foot right-a-ways, in addition to easements reserved by any other instrument duly recorded.

13. Each lot owner shall have the right of ingress and egress to and from his lot over the rights-of-way and roadways as shown on the subdivision plat the access right-of-way from county road. No part of any lot may be sold or used as a road right-a-way to any land outside the property without the advance, written permission of Declarant.

14. Reasonable cutting of wood or timber for personal use or for land clearing is permitted. However, not cutting of wood for commercial purposes is allowed.

15. The use of any motorcycle or motor vehicle without proper noise abatement equipment is prohibited within the subdivision.

16. If any lot owners shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation. Failure to enforce any provision herein contained shall in no way be deemed a waiver of the right to do so hereafter.

17. The association, by a vote of two-thirds (2/3) of its members, may make additional rules, covenants, and restrictions

for the use of the property, which together with the above, may be fines or other penalties.

ARTICLE V 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 lot.

2. All sewage disposal systems constructed on said lots shall conform to the regulations of the appropriate West Virginia Department of Health. Free standing toilets are also subject to the aforementioned requirements and shall be placed in open area. No building shall be constructed and no well shall be drilled on any lot until a sewage disposal permit has been obtained from the West Virginia Sewage Enforcement Office.

3. The Association, or any owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Declarant of Association or by any Owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VI

1. The covenants, for Sections I and II, restrictions and other provisions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty years by an instrument signed by not less than ninety (90) percent of the lot owners, and thereafter by an instrument signed by not less than 75 (seventy-five) percent of the lot owners.

2. Invalidation of any of the covenants, restrictions or other provisions of this Declaration by judgement or Court order shall be in no wise affect any other provisions, which shall remain in full force and effect.

3. Whenever in this Declaration the context so required, the masculine gender includes the feminine and neuter, singular number includes the plural number includes the singular. WITNESS the following signatures of Harness Hill which has caused this instrument to be executed and delivered in its name by Gary O. Rotruck.

HARNESS HILL

By

Sary O Rotuck
Owner

STATE OF WEST VIRGINIA

COUNTY OF MINERAL: to-wit

Date

April 22/91

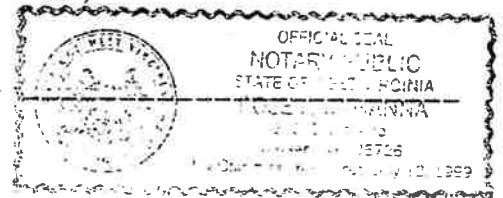
Sworn to before me this 22nd day of

April, 1991.

Rose Ann Hanna

Notary Public

My Commission expires



STATE OF WEST VIRGINIA, MINERAL COUNTY, TO-WIT:

Be it remembered that on, this 22nd day of April, 1991
at 4:02 o'clock P M., the foregoing Protective Covenants
with the certificate thereto annexed, was presented in the Office of the Clerk of the County Commission and admitted
to record.

RUDY L. STAGGS

Clerk County Commission

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO 94012B-90

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