

54158

REVISED  
RESERVATIONS AND RESTRICTIVE COVENANTS OF  
"LITTLE MOUNTAIN ESTATES"  
DATED AUGUST 12, 1993

000 1

Little Mountain Estates Partnership is hereby referred to in this document as the "Grantor".

The Reservation and Restrictive Covenants in this document are to run with the land and shall be binding upon all parties and all persons owning Lots in Little Mountain Estates, as below described, or claiming under them. These Revised Reservations and Restrictive Covenants of Little Mountain Estates Subdivision dated the 12th day of August, 1993, hereby supercede those previously recorded in Deed Book 345, at Page 107, and those prior Restrictive Covenants are hereby terminated.

Invalidation of any of the following Reservations and Restrictive Covenants by judgement of Court Order shall not affect any of the other provisions, which shall remain in full force and effect. The failure to enforce any of the Reservations and Restrictive Covenants at the time of violation shall not be deemed a waiver to enforce the Covenant.

1. PROPERTIES SUBJECT: These Restrictive Covenants are applicable to the following described property located in Hampshire County, West Virginia:

Lot #1 through and including Lot #24 of Little Mountain Estates more fully shown on that certain plat prepared by R&S Services, Inc., Rickie C. Davy, Licensed Land Surveyor, dated the 7th day of July, 1993, and recorded in the Office of the Clerk of the County Commission of Hampshire County, WV in Map Book 7, at Pages 56, 57, & 58, and to which reference is hereby made, and said real estate being the same real estate conveyed unto Little Mountain Estates Partnership by two deeds from Adam V. Stump, et als, dated March 31, 1993, and May 24, 1993, and of record in the Hampshire County Clerk's Office in Deed Book 342, at Page 592, and in Deed Book 343, at Page 213. Little Mountain Estates Subdivision consists of 24 lots totaling 76.747 acres, and the common area/easement containing 3.099 acres, for a total area of 79.846 acres. Further, the common areas and subdivision easements, etc, are taken and used subject to all restrictions and conditions as set forth on the map or plat of said subdivision of record in said Clerk's Office and set forth as Notes A through O on page 1 of said subdivision plat, and all other Notes as shown on pages 2 and 3 of said Subdivision Plat, and is taken subject to all rights of way, easements, etc. as set forth in the description of survey of said common area/easement which is also of record in said Clerk's Office and reference is made to said plat and description of survey for all pertinent and proper reasons. A copy of said description of survey setting forth reservations of rights of way to other parties having a

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legal right to use same is attached hereto and made a part hereof, and said description of survey is further attached hereto and made a part hereof for a more particular metes and bounds description of said Common Area/Easement.

2. HOMEOWNERS ASSOCIATION: Grantor will incorporate a non-profit, non-stock homeowners association known as the "Little Mountain Estates Property Owners Association, Inc." a West Virginia non-profit corporation, referred to in this document as the "Association." It is understood that the "Little Mountain Estates Property Owners Association, Inc.", a WV non-profit corporation, may acquire and hold, in its own name any right, title or interest to real estate or personal property; however, it is strictly set forth herein that the Association shall not be able to convey or encumber any of its right, title or interest which the Association may have or receive to the river access or common lots of the common elements described herein or on the plat prepared by R&S Services, Inc., Rickie C. Davy, Licensed Land Surveyor, dated the 7th day of July, 1993, and as recorded in the Office of the Clerk of the County Commission of Hampshire County, WV, in Map Book 7, at Page 56.

A. Every person or entity, who is a record owner of any Lot in the Subdivision shall be a member of the Association, and shall be entitled to one (1) vote for each Lot owned, except the Grantor which shall be entitled to two (2) votes for each lot owned. Although non-association members, tenants and lessees of owners are not members of the association, they acquire, by virtue of their residence within the subdivision, responsibilities of upkeep, maintenance, and a duty to refrain from any violation of these Restrictive Covenants.

B. The roadways and rights-of-ways constructed throughout the Subdivision are hereby dedicated to the Association by the Grantor, lot owners and their respective heirs, successors, and assigns. This dedication shall not inhibit convenient use of the Subdivision's roadways.

C. The Association shall maintain the rights-of-ways and roads within the subdivision, and shall assess each Lot on a pro-rata basis, amounts necessary for the improvement and maintenance of said rights-of-ways, not to exceed \$100.00 per Lot annually, exclusive of user fees and insurance premiums, as adjusted pursuant to the provisions of West Virginia Code 36B-1-114 and 36B-1-203. The road fee shall be \$100 per year pro-rated, beginning at settlement and put into an escrow account until otherwise established by the association. Grantor shall be exempt from any and all assessments. It is the expressed intention that this subdivision is considered a limited expense liability planned community pursuant to 36B-1-203 of the West Virginia Code Annotated.

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homes with tongue and wheels removed on a permanent foundation are permitted. Camping is permitted upon Subdivision lots by the owner thereof. Only equipment professionally manufactured for the purpose of camping, such as tents, travel trailers/campers and recreational vehicles are permitted for use. Camping equipment may be parked on premises temporarily for weekend use or for vacations, for eleven (11) months (February 1st through December 31st) out of the year until 1998, at which time, camping equipment will then only be permitted for a thirty (30) day period during any one year. Such camping equipment must abide by the local health department rules, regulations and laws for all water and septic purposes.

D. Improvements constructed for the maintenance of animals as permitted by Item 12, below, shall be kept in good repair, shall be constructed of new materials and must conform generally in appearance with any dwelling upon a Lot, although such improvements may precede the construction of the dwelling. Each Lot owner shall maintain any such improvements placed upon any Lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot with the exception of any pre-existing structures.

E. No junkyard, junk, debris, permanently disabled vehicles such as cars, trucks, buses, motorcycles, etc., of any type or description, or any other trash, garbage, or waste may be left, stored or abandoned on said lots. No trash dumps or accumulation of brush, piles of soil, or any other unsightly material shall be permitted upon said lots except as essential for building or private road construction, and which must be removed at the end of construction. Garbage and trash disposal shall be the responsibility of the landowner or lot owner. Further, unlicensed or vehicles being repaired, abandoned or junk vehicles must be kept housed in an appropriate facility.

4. COMMERCIAL USE: Lots 1 and 2 of the Properties shall be permitted to be used for limited commercial purposes as well as for residential use. Such commercial use shall be restricted to the operation of a restaurant, general store, sports outfitter, "bed and breakfast" establishment or other related venture consistent with the recreational and residential use of the subdivision. Developer intends that customers of such business enterprises shall use public facilities and roads, and said businesses shall not offer, permit or encourage the use of the Roads and other Common Facilities in The Properties by their customers or potential customers except for ordinary ingress and egress.

5. COUNTY SETBACK: No building or any part thereof shall be erected on any Lot nearer to any right-of-way lines or front

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D. Any assessments, together with interest and costs, shall be a lien upon the Lot against which such assessment is made. The Association shall have the right to file among the land records of Hampshire County, West Virginia, a duly executed and acknowledged Notice of Lien with respect to each Lot and its owner for which any assessment remains unpaid. However, said assessment shall be a lien whether or not filed in said courthouse.

E. Any lot that may from time to time be reacquired by the Grantor, with back dues owed, but no lien filed in the Courthouse of Hampshire County, WV, upon the property will become exempt from payment of those back dues and said lot(s) will be exempt from current Association dues until a new owner of record is recorded in the Courthouse.

F. Grantor herein agrees to maintain the road system until January 1, 1994, or until 30% of the Lots are sold, whichever comes first, at which time the Association shall make the first assessment. The assessment, once made shall be payable not later than January 1, 1994. Thereafter the Property Owners Association shall see to the maintenance of same.

3. RESIDENTIAL AND AREA USE: All lots shall be used only for residential purposes, and no residence shall be erected, constructed, maintained, used or permitted to remain on any Lot other than one single-family dwelling of not less than 960 square feet exclusive of garage, basement, and porch. Also, all material used for exterior walls of dwellings or buildings shall be of vinyl, brick, stone, aluminum, masonite, redwood or wood siding.

A. A private storage shed or barn may precede the construction of the home and may not exceed 240 square feet in size. Said storage shed or barn shall not at any time be used for living purposes either permanently or temporarily. Storage building shall be constructed of new wood, stone or brick and shall be kept in good repair. Any storage shed or barn must be behind the home built on said lot, and not less than twenty (20) feet from any lot boundary lines.

B. All exterior construction must be completed and closed within one (1) year of the commencement date of excavation.

C. There shall be no trailers, buses, single mobile homes, pre-fabricated all-metal homes, or any derivative of the foregoing situate on any Lot as a residence or for storage, either temporarily or permanently. Double wide manufactured

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Lot lines than TWENTY (20) feet, or nearer to any rear Lot lines or boundaries than TWENTY (20) feet, or nearer to any side Lot lines than TWENTY (20) feet. See item 6 for additional setback information relating to utilities.

6. EASEMENTS: Grantor reserves unto itself, successors and assigns, the right to erect and maintain all utility and electric lines, or to grant easements or right-of-ways therefore, with the right of ingress or egress for the purpose of installing or maintaining the same on, over, or under a strip of land as follows:

Side and Rear: a total of twenty (20) feet wide at any point along the lot lines of each Lot.

Front: Forty (40) feet from the center of the right of way.

Rear perimeter of lots: Twenty (20) feet along the rear lines of any said Lot along the perimeter of subdivision.

Such utility easements include but are not limited to telephone or electric light poles, conduits, equipment, sewer, gas and water lines. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities.

7. SEWAGE & WATER: No dwelling shall be occupied on any Lot unless there is constructed with it a septic system for the disposal of sewage and a well for water source each of which must be approved by the West Virginia Department of Health. No outside toilet or closet shall be erected on any Lot. Lots are to be served by individual wells and all wells must be placed a minimum of 100 feet from all septic reserve areas, or 200 feet if downhill from a septic reserve area and the well must be pressure grouted. Grantor herein does state that perc tests have been done on each lot in said Subdivision, and that any further perc test required in addition to those already conducted by Grantor shall be the sole responsibility of the purchaser or owner.

A. No construction, driveways, utilities, swimming pools, or structures shall be permitted upon or within sewage disposal areas.

8. MAINTENANCE: Each Lot owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish and at all times will maintain the Lot in a neat and sanitary condition. Lawns, trees, and shrubbery shall be maintained in a neat and presentable fashion.

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9. FENCES: Only fences in esthetic harmony with the exterior design of the residential development shall be constructed, and no fence shall exceed five (5) feet (i.e. sixty inches, 60") in height. Fencing located along the roadways must be of wood or stone construction while metal fencing may be used along the side lines and rear lot lines. The construction of a fence shall not be considered a violation of the building setback lines. However, fences may need to be moved at the owner's expense because of work within the utilities easement areas.

10. PARKING: No automobiles or other motor vehicles shall be parked in or within 25 feet from the rights-of-ways or roads of the Subdivision, and no guests, delivery vehicles, or others legitimately using said roads and streets are excepted, and are permitted to temporarily park along said streets.

11. ADVERTISING: No advertising signs or billboards of any nature shall be erected, placed or maintained on any Lot, with the exception of a lot address identification sign offering the premises for sale, of professional construction and size used by normal real estate sales entities. Temporary construction and job site signs of the same professional construction and size will be allowed during construction periods.

Special Note: Lots 1 and 2 are exempt from the above and will be allowed commercial signage on a permanent basis to advertise their business (size not to exceed 6' x 8', 48 square feet). The Grantor reserves a right to construct Subdivision entrance signs and structures, (within the set back areas which will not be considered a set back violation) which shall remain erected on the Lot(s) upon which each is situated unless a majority of the members of the Association vote otherwise. The Association shall repair and maintain such signs and structures along with the right to enter upon the property on which the same are affixed, or is reasonably necessary for maintenance.

12. AGRICULTURE: No swine or poultry shall be raised or bred on any Lot, except household pets, such as dogs and cats, which may be kept provided they are not bred or maintained for commercial purposes. Any domestic pet shall not be permitted to run at large so as to become an annoyance to the Subdivision. With suitable facilities and proper fencing, horses, ponies, and other livestock shall be permitted on Subdivision Lots, provided at least one (1) acre per each horse, pony, or grazing animal is fenced for the maintenance of said animal.

13. FURTHER SUBDIVISION: No Lot shall be further subdivided or its boundary lines changed in any way except by the Grantor, as follows:

A. Grantor, its representatives and assigns, reserve the right to modify the plans of the Subdivision plat, to change

the size and shape of blocks, sections and Lots, and the directions and location of streets and other ways shown thereon, or of annulling the same; provided that no change shall be made which shall alter the shape or size of a Lot which has been sold, or the direction of any street or way upon which it abutts so as to cut such Lot off from the convenient access to public highways, without the consent of the owner thereof and the approval of the Hampshire County Planning Commission. The relocation of a lot boundary line that does not create an additional lot, shall not be considered a sub-division.

B. No lot shall be used for ingress or egress to any properties not part of this subdivision, or for any existing conditions shown on the plat except for those specifically listed on said plat. This provision shall not apply to the Grantor herein, and or assigns.

14. CONFLICT: In the event of any conflict between the provisions of these Reservation and Restrictive Covenants and the constraints reflected in the Plat of record for Little Mountain Estates, the constraints of the Plat shall govern. Any conflict existing within the provisions of this instrument itself shall result in application of the most restrictive provision herein. Any structures and/or improvements located upon any restrictions in this instrument which would otherwise result in a violation thereof. However, alteration or replacement of any part of said structures and/or improvements, aside from routine maintenance, requires compliance with these provisions in their entirety.

15. Grantor reserves the right to amend, delete, or add to these covenants and restrictions on an individual basis pursuant to individual Purchaser request and requirements. Such amendments in accordance with the section will be accomplished by specific language in the individual deeds or by supplementing these covenants and restrictions by separate recorded instrument.

16. OPTIONAL MODIFICATION AND EXPANSION: Little Mountain Estates Partnership hereby reserves the right to add additional lots to be members of the Little Mountain Estates Property Owner's Association, Inc. by recording a document among the land records of Hampshire County, WV. Said lots may have modified covenants and restrictions but will have the same voting rights and expense obligations as those lots in this declaration. Additional roadways and common areas may also be added to this declaration and will then become owned by the association and maintained by the expanded association.

Grantor reserves the right to develop future phases which will make use of the roadways and utilities within Phase 1.

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This right shall exist for the grantor perpetually and shall remain in effect regardless of whether the property owner's association has formally been turned over to the lot owners.

17. DRIVEWAY CONSTRUCTION: In order to preserve the integrity of the roads, a driveway apron must be constructed prior to the construction of an extended driveway. The driveway apron must be constructed according to the attached drawing. If not constructed or not constructed properly, the association may undertake any repairs needed and assess the lot owner for costs. Any failure to pay this additional assessment shall result in a lien being placed on the lot among the land records of Hampshire County, WV.

18. HUNTING: Hunting or the discharging of firearms is permitted, but must be done in accordance with the game and firearm laws of the State of West Virginia.

19. ELECTRIC/TELEPHONE: Each Lot Owner is individually responsible for obtaining telephone and/or electric service to his property. The utilities easements described on the plat of survey may be used by any Lot Owner, as necessary to obtain service to his/her property.

20. Lot #24 shall be exempt from all Covenants and Restrictions except Article 2C and Articles 5 & 6, which shall remain in full force and effect.

#### DRIVEWAY APRON DETAIL:

The following detail must be utilized when constructing a driveway at Little Mountain Estates.

1. A 12" culvert must be used where ditch lines are in place.
2. All disturbed ground must be re-seeded and re-mulched immediately.

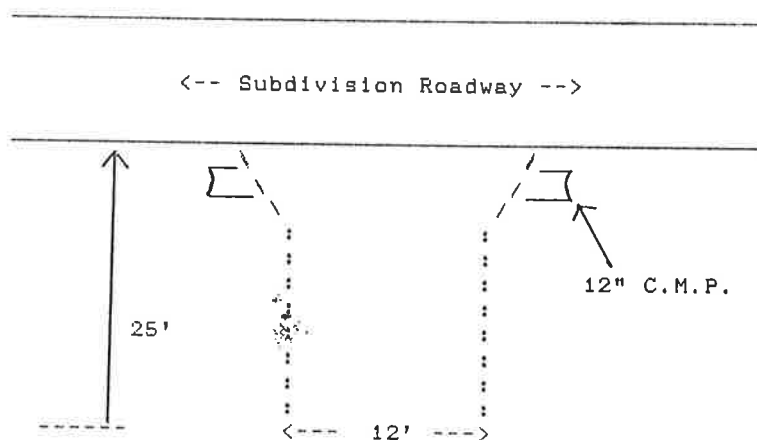


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Little Mountain Estates Subdivision

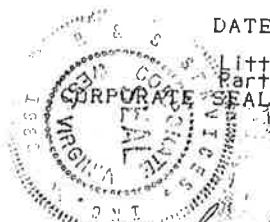
## DRIVEWAY APRON DETAIL (Continued)

3. The first twenty-five feet (25') must be graveled.
4. The driveway apron must have flow lines and not encroach on the subdivision road and must not allow water to flow off the driveway and onto the roadway.



DATED this the 12th day of August, 1993.

Little Mountain Estates Partnership, a General West Virginia  
Partnership, by all of its General Partners:  
R & S SERVICES, INC.



*Rickie C. Davy*  
Rickie C. Davy, President

ATTEST: *Gwenley A. Luckman*  
Secretary

August 12, 1993



SOUTH BRANCH CONSTRUCTION  
COMPANY, INC.

*Charles D. Rinker*  
Charles D. Rinker, President

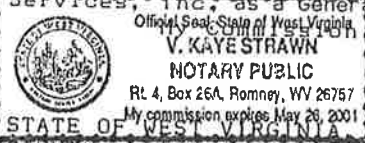
*Deborah Rinker*  
Secretary

*Adam V. Stump*  
Adam V. Stump

*James A. Stump, III*  
James A. Stump, III

STATE OF WEST VIRGINIA,  
COUNTY OF HAMPSHIRE, TO WIT:

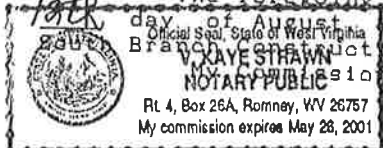
*12th* The foregoing instrument was acknowledged before me this day of August, 1993, by Rickie C. Davy, President of R & S Services, Inc., as a General Partner.



STATE OF WEST VIRGINIA,  
COUNTY OF HAMPSHIRE, TO WIT:

*May 26, 2001*  
*V. Kaye Strawn*  
NOTARY PUBLIC

*19th* The foregoing instrument was acknowledged before me this day of August, 1993, by Charles D. Rinker, President of South Branch Construction Company, Inc., as a General Partner.



STATE OF WEST VIRGINIA,  
COUNTY OF HAMPSHIRE, TO WIT:

*May 26, 2001*  
*V. Kaye Strawn*  
NOTARY PUBLIC

I, *V. Kaye Strawn*, a Notary Public in and for the county and state aforesaid, do hereby certify that Adam V. Stump, Partner, and James A. Stump, III, Partner, whose names are signed and affixed to the foregoing instrument, dated the 2nd day of August, 1993, has this day, acknowledged the same before me in my said County and State.

Given under my hand and Notarial Seal on this the *12th* day of August, 1993.



*May 26, 2001*  
*V. Kaye Strawn*  
NOTARY PUBLIC

*Handwritten: 11/11/94 P.O. Box 1938 Martinsburg WV 56564*

AMENDMENT TO REVISED RESERVATIONS AND  
RESTRICTIVE COVENANTS OF  
"LITTLE MOUNTAIN ESTATES"

303

THIS AMENDMENT, made this 16th day of November, 1994, by Little Mountain Estates Partnership, a West Virginia general partnership, Gary Lee Strawn and Jessica Ann Strawn, husband and wife, Lloyd W. DeHaven, Jr., and Deborah J. DeHaven, and Roy B. Drummond and Dana M. Drummond.

WHEREAS, the undersigned are all of the owners of those certain lots or parcels of land, situate, lying and being in the Romney District of Hampshire County, West Virginia, known as "Little Mountain Estates", a plat of said Subdivision being of record in the office of the Clerk of the County Commission of Hampshire County, West Virginia, in Map Book 7, at pages 56, 57 and 58; and

WHEREAS, the subdivision known as "Little Mountain Estates" was previously subjected to "Revised Reservations and Restrictive Covenants of Little Mountain Estates" dated August 12, 1993, and recorded in the aforesaid Clerk's office in Deed Book 346, at page 1; and

WHEREAS, the present owners of lots in said Subdivision do desire to amend those reservations and restrictive covenants recorded in Deed Book 346, at page 1, et seq., therefore this agreement.

WITNESSETH: That the said Little Mountain Estates Partnership, a West Virginia general partnership, and Gary Lee Strawn and Jessica Ann Strawn, husband and wife, and Lloyd W. DeHaven, Jr., and Deborah J. DeHaven, and Floyd B. Drummond and Dana M. Drummond, do hereby amend the prior "Revised Reservations and Restrictive Covenants of Little Mountain Estates, dated August 12, 1993," which is recorded in the aforesaid Clerk's office in Deed Book 346, at page 1, et seq., such that the following paragraphs are amended to now read as follows:

3. RESIDENTIAL AND AREA USE: All lots shall be used only for residential purposes, and no residence shall be erected, constructed, maintained, used, or permitted to remain on any Lot other than one single-family dwelling of not less than 960 square

feet, exclusive of any garage or basement; however, said square feet shall include the square feet of any deck or porch. Also, all material used for exterior walls of dwellings or buildings shall be of vinyl, brick, stone, aluminum, masonite, redwood or wood siding.

7. SEWAGE & WATER: No dwelling shall be occupied on any Lot unless there is constructed with it a septic system for the disposal of sewage which must be approved by the West Virginia Department of Health. No outside toilet or closed shall be erected on any lot. Lots are to be served by an individual well on each lot, or a well may be used for more than one lot so long as the same is approved by the West Virginia Department of Health. All wells must be placed a minimum of 100 feet from all septic reserve areas, or 200 feet if downhill from a septic reserve area and the well must be pressure grouted. Little Mountain Estates Partnership herein does state that perc tests have been done on each lot in said subdivision, and that any further perc tests required in addition to those already conducted by Little Mountain Estates shall be the sole responsibility of the purchaser or owner.

13. FURTHER SUBDIVISION. Lot 7 may be subdivided one time with the approval of the Hampshire County Planning Commission. If subdivided, each new subdivided lot shall be considered a separate lot and each shall have voting and payment obligations in regard to its membership within the Homeowners Association. No other lot shall be further subdivided or its boundary lines changed in any way, except by Little Mountain Estates as follows:

a. Little Mountain Estates, its representatives and assigns, reserve the right to modify the plans of the Subdivision plat, to change the size and shape of blocks, sections and Lots, and the directions and location of streets and other ways shown thereon, or of annulling the same; provided that no change shall be made which shall alter the shape or size of a Lot which has been sold, or the direction of any street or way upon which it abuts so as to cut such Lot off from the convenient access to public highways, without the consent of the owner thereof and the approval of the

Hampshire County Planning Commission. The relocation of a lot boundary line that does not create an additional lot, shall not be considered a sub-division.

b. No Lot shall be used for ingress or egress to any properties not part of this subdivision, or any existing conditions shown on the plat except for those specifically listed on said plat. This provision shall not apply to Little Mountain Estates, and or their successors or assigns.

In all other respects, the "Revised Reservations and Restrictive Covenants of Little Mountain Estates, dated August 12, 1993," as recorded in Deed Book 346, at page 1, et seq., shall remain in full force and effect.

IN WITNESS WHEREOF, Gary Lee Strawn and Jessica Ann Strawn, Lloyd W. DeHaven, Jr., and Deborah J. DeHaven, Floyd B. Drummond and Dana M. Drummond, and all of the General Partners of Little Mountain Estates Partnership, a West Virginia general partnership, to-wit: South Branch Construction Company, Inc., a West Virginia corporation, by Charles D. Rinker, its President, as the act and deed of said corporation, which was duly authorized by its board of directions; R & S Services, Inc., a West Virginia corporation, by Rickie C. Davy, its President, as the act and deed of said corporation, which was duly authorized by its board of directors; and by Adam V. Stump and James A. Stump, III, have caused this instrument to be executed effective this 16th day of November,

1994  
  
 BY: Charles D. Rinker  
 Its Secretary

SOUTH BRANCH CONSTRUCTION  
 COMPANY, INC., a West Virginia  
 corporation, as a General partner  
 of Little Mountain Estates  
 Partnership

BY: Charles D. Rinker  
 Charles D. Rinker  
 Its President

Mailed Bill & Bill  
P.O. Box 1938  
Martinsburg WV

56564

AMENDMENT TO REVISED RESERVATIONS AND  
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7. SEWAGE & WATER: No dwelling shall be occupied on any Lot unless there is constructed with it a septic system for the disposal of sewage which must be approved by the West Virginia Department of Health. No outside toilet or closed shall be erected on any lot. Lots are to be served by an individual well on each lot, or a well may be used for more than one lot so long as the same is approved by the West Virginia Department of Health. All wells must be placed a minimum of 100 feet from all septic reserve areas, or 200 feet if downhill from a septic reserve area and the well must be pressure grouted. Little Mountain Estates Partnership herein does state that perc tests have been done on each lot in said subdivision, and that any further perc tests required in addition to those already conducted by Little Mountain Estates shall be the sole responsibility of the purchaser or owner.

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Hampshire County Planning Commission. The relocation of a lot boundary line that does not create an additional lot, shall not be considered a sub-division.

b. No Lot shall be used for ingress or egress to any properties not part of this subdivision, or any existing conditions shown on the plat except for those specifically listed on said plat. This provision shall not apply to Little Mountain Estates, and or their successors or assigns.

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 Its President