

C. CARTER WILLIAMS
ATTORNEY AT LAW
PO BOX 913
OLD FIELDS, WV 26845



HUTTER MOUNTAIN ESTATES

Declaration of Protective Covenants, Conditions and Restrictions

THIS DECLARATION of Protective Covenants, Conditions and Restrictions of Hutter Mountain Estates is made this the 7th day of October, 2008, by Premier Land Company, L.L.C., hereinafter referred to as "Declarant".

WHEREAS, a plat of survey of Hutter Mountain Estates is recorded in the Office of the Clerk of the Hardy County Commission in Map Book 7, at page 174. Said plat contains three enumerated lots and one tract of real property designated thereon as "Reserved". A description of survey for the aforesaid lots and Reserved tract are recorded in the Office of the Clerk of the Hardy County Commission in Deed Book 296, at pages 442-447.

WHEREAS, there are no common roads, rights of ways, or other community or common areas contained in Hutter Mountain Estates.

WHEREAS, the express purpose of this declaration of protective covenants, conditions and restrictions is to maintain the design and use of the aforesaid lots and tracts of Hutter Mountain Estates in a desirable, uniform and suitable manner that will benefit all subsequent owners.

NOW, THEREFORE, WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS: The undersigned, Premier Land Company, L.L.C., being the fee simple owner of the aforesaid real estate situate in Moorefield District, Hardy County, West Virginia, does hereby make the following declaration as to protective covenants, conditions, and restrictions to which all lots and tracts of Hutter Mountain Estates shall be subject and placed. The Declarant does further specify and direct that said declaration shall be deemed to run with the land, as provided by law, and shall be fully binding upon all subsequent owners of said lots and tracts of Hutter Mountain Estates. The Declarant does further specify and direct that all subsequent owners, their tenants or any other persons using or occupying a lot or tract in Hutter Mountain Estates shall be subject to and shall observe and comply with the protective covenants, conditions and restrictions set forth in this Declaration.

ARTICLE I - PROPERTY RIGHTS

1. The Declarant hereby creates and reserves utility easements fifteen (15) feet in width along each lot line, or as close thereto as possible, for the use of all public utility companies for access to and installation, maintenance, repair or removal of poles, main lines, drains, wires, cable and other equipment for the furnishing of such services. Nothing herein shall be construed as creating any duty upon the Declarant, its heirs or assigns, to install or maintain any utility services, as it is contemplated that actual installation will be made by a utility company at the request of a lot owner. Any owner placing structures, plantings, improvements or other materials within the aforesaid easements undertakes same at his or her own risk and is hereby deemed to waive and release any and all parties from any and all claims or damages to said structure, planting, improvements or materials if and when installation, maintenance or other work is performed within the easement area.

2. Installation of a septic system for each lot shall be the responsibility of the purchaser of each lot. All applicable West Virginia State and Hardy County Health Department rules and regulations shall be adhered to during construction of each lot's septic system.

3. Declarant has secured private access or driveway permits from the West Virginia Division of Highways for the lots described by the aforesaid plat and description of survey. However, construction and maintenance of any private driveway or road upon

a lot shall be the responsibility of the lot owner.

ARTICLE II - USE RESTRICTIONS

1. Each lot shall be used for single family residential purposes only.
2. No commercial business operation shall be conducted on any lot, with the exception of home-based occupations conducted by the occupant. Home gardening is also permitted.
3. No signs or advertising of any nature shall be erected or maintained on any lot, except for sale or rental signs not to exceed six (6) square feet in area, and any directional or informational signs of the Declarant.
4. No further subdivision of any lot shall be permitted.
5. No owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lots.
6. No building, including steps, porches and eaves, may be erected on any lot within twenty (20) feet to any boundary line of an adjacent lot.
7. Any residence erected on a lot shall be on a solid foundation of poured concrete, concrete block or solid stone, and shall be constructed of good finishing materials and constructed in a good and workmanship like manner. Tarpaper, rolled siding and concrete block are specifically not considered as finished materials.
8. No structure of a temporary character, house trailer, single or double wide mobile home or manufactured home (as defined by West Virginia Code § 37-15-2 and § 21-9-2(j)), nor basement dwelling shall be constructed, placed or maintained upon said lots or any part thereof, except to the extent authorized by this paragraph. Additionally, no tent, shack, garage or any other outbuilding shall be used on any lot at any time as a dwelling, either temporarily or permanently. In order to accommodate the time period required to complete construction of a residence, an owner who has obtained a building permit from the Hardy County Planning Commission and/or any other applicable agency requiring a permit, may effective with the date that the building permit is issued, temporarily place a mobile home on said lot for a period not to exceed twelve (12) months therefrom to provide temporary living accommodations during construction. The mobile home must be permanently removed from the premises upon the occurrence of completion of the residence or the expiration of twelve (12) months from the issuance date of the building permit, whichever event occurs earlier. This provision does not prohibit lot owners or occupants from keeping travel trailers or boats on their respective lots so long as same are not used for residential purposes.
9. All residences shall contain a minimum of 850 square feet of heated living space on the first floor, exclusive of open porches, garages or other non-enclosed areas. For purposes of this paragraph, a first floor may also include the square footage of an open loft accessible from the first floor.
10. Any garage, outbuilding or other structure constructed on a lot must conform generally in appearance to the dwelling on said lot, and shall be maintained in a good and workmanship like manner. All lot owners are responsible for maintaining their respective lot in a neat and attractive manner.
11. Before construction begins on any residence or dwelling, the lot owner shall install an appropriate driveway or entrance to the lot. Such entrance shall include the installation of a culvert in any drainage ditches the driveway will cross to permit proper drainage. All external construction and external finishing of a dwelling on a lot shall be completed within eighteen (18) months from the commencement of the construction. All construction waste material must be removed from the property within two (2) months

from completion of construction of a dwelling, residence or other structure. In the event of destruction by fire or natural causes of a dwelling or other structure, removal of debris and reconstruction of a building thereon shall likewise comply with this covenant.

12. Each lot owner is responsible for keeping all trash and garbage in insect and rodent-proof receptacles and shall remove or dispose of trash and garbage at least every fourteen (14) days.

13. No owner shall keep or maintain on a lot a vicious dog as defined by West Virginia law. No pet shall be allowed to be a nuisance or danger to other lot owners. A continually barking dog shall be deemed to be a public nuisance and shall be removed from the lot. Any owner who desires may keep or maintain four (4) domesticated "small pets" on his or her property. Small pets include dogs and cats regardless of weight. Otherwise a small pet must weigh less than forty (40) pounds. All pets must be kept within the physical boundaries of each lot and owners are expected to use reasonable care and courtesy so that pets maintained by the owner do not trespass on another owner's property. West Virginia has strict laws which charge an owner or keeper of dogs with liability for damages inflicted by a dog regardless of the disposition of the animal. Each pet owner has a non-delegable duty to inquire with the State of West Virginia concerning his or her duties as a pet owner.

14. No wild animals may be kept on a lot. The State of West Virginia has adopted laws defining what is a wild animal versus a domesticated animal, and an owner assumes the duty of inquiry. Additionally, no farm animals may be kept on any lot.

15. No obnoxious or offensive activity of any kind shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the remaining lots or lot owners. No exterior lighting shall be maintained that is a nuisance to the owner of an adjoining lot, nor shall any lighting be used which constitutes more than normal convenience lighting.

16. All West Virginia Division of Highways law, rules and regulations shall be followed in the construction and maintenance of the entrances to each lot from Hutter Road.

17. All fencing, structures or plantings along the State of West Virginia right of way on Hutter Road shall be constructed and maintained in such a manner as to not interfere with appropriate traffic visibility.

ARTICLE III - GENERAL PROVISIONS

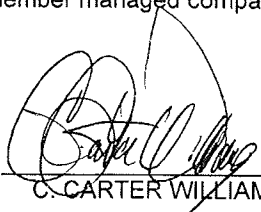
1. The invalidation of any one of the aforesaid covenants, restrictions and conditions set forth above by a judgment or court order shall in no way effect any of the other provisions contained herein, which shall otherwise remain in full force and effect.

2. Violation or threatened violation of any of the covenants, restrictions and conditions set forth in this declaration shall be grounds for the Declarant, any lot owner, and all other persons or entities claiming under them, to enforce by an action in law or in equity against any party violating or threatening to violate these covenants, restrictions and conditions. Relief shall include all damages, attorneys fees or injunctive relief as allowed by law. The Declarant shall not be liable for damages of any kind to any person for failing to enforce these covenants, restrictions and conditions.

3. The Declarant reserves the right to modify or amend this declaration as the need arises. Should an amendment be made by the Declarant, same will be formally incorporated within this declaration and subsequently republished and recorded in its entirety.

WITNESS the following signature and seal this 7th day of October, 2008.

PREMIER LAND COMPANY, L.L.C.
A member managed company,

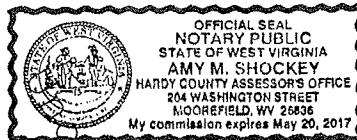
By: 
C. CARTER WILLIAMS, MEMBER

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

I, Amy M. Shockey, a notary public in and for the County and State aforesaid, do hereby certify that C. CARTER WILLIAMS, whose name is signed and affixed to the foregoing instrument dated October 7, 2008, has this day acknowledged the same before me in my said County and State.

Given under my hand and Notarial Seal this the 7th day of October, 2008.

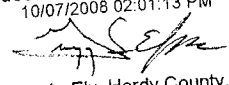

NOTARY PUBLIC



This instrument was prepared by:

C. Carter Williams
Attorney at Law
P. O. Box 913
Old Fields, WV 26845

This document presented and filed:
10/07/2008 02:01:13 PM


Gregory L. Ely, Hardy County, WV
Transfer Tax: \$0.00