

Marked
Paul V Williams
Attorney at Law
Moorefield, WV

10-3-89

North River Ford SD

47451

DEDICATION OF NORTH RIVER FORD SUBDIVISION
RESTRICTIONS, CONDITIONS AND RESERVATIONS

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Backwoods, Inc., owner and developer of North River Ford does now make, publish and declare the following subdivision Restrictions, Conditions and Reservations for North River Ford Subdivision.

North River Ford Subdivision consists of eighteen lots (18) located approximately one (1) mile North of Rio, West Virginia, in Sherman District, Hampshire County, West Virginia, which Backwoods, Inc., obtained by deed from James H. Woodworth and Janet L. Woodworth, his wife, said deed bearing date May 27, 1988, and recorded in the Hampshire County Clerk's Office at Romney, West Virginia, in Deed Book No. 302, Page No. 711.

A plat of survey of North River Ford Subdivision has been placed of record at the Hampshire County Clerk's Office at Romney, West Virginia, in Plat Book No. 5, Page No. 117, and reference is made to said subdivision plat of survey for any and all pertinent purposes.

The following are the Protective Covenants, Conditions and Reservations of North River Ford Subdivision:

1. No garbage, junk or debris shall be allowed on any lot. Junk is defined as anything that is unusable.
2. All trailers that are placed upon any of the lots of the subdivision must be underpinned within ninety (90) days of installation.
3. If a trailer is put on a lot, a strip of woods twenty (20) feet wide must be left uncut screening the trailer from the road. (This condition may be waived at the original sale of the lot by the grantor or thereafter by a two-thirds majority vote of the hereinafter created Lot Owners Association).
4. The road, bridge and cattleguard maintenance fee will be \$50.00 annually and must be paid to the Lot Owners Association.
5. A Lot Owners Association shall be established within a reasonable period of time and each lot owner shall be considered a member of said Lot Owners Association. The grantor and the lot owners shall have one (1) vote for each lot owned.
6. Each lot owner shall have the non-exclusive right of ingress and egress to and from his lot over an existing private road which extends from West Virginia State Secondary No. 11 across the land of others and leading to the subdivision. The Lot Owners Association may be compelled to contribute to the maintenance of the aforesaid private right of way in accordance with the wear and tear, use and burden that the lot owners of said subdivision place upon the private road. In addition, the lot owners shall have a non-exclusive 30 foot non-obstructed right of way to travel in and about the subdivision as is reasonably necessary for ingress and egress to the lot owners parcel of real estate.

Backwoods, Inc., reserves unto itself and its assigns an easement for the installation, erection, maintenance, operation, repair and replacement of telephone and electric lightpoles, conduits and related equipment and sewer, gas and water lines on, over and under a strip of land ten feet wide along all property lines and serving as the centerline for rights of ways and fifteen feet along all of the rights of ways within the subdivision, and this is in addition to easements reserved by any other instrument duly recorded. Nothing herein shall be construed

as creating any duty on Backwoods, Inc., or its assigns, to install or maintain any utility services, as it is contemplated that actual installation will be made by a utility company and at the request of the owners.

8. Backwoods, Inc., reserves the right to replat any unsold lot or lots, and to add additional real estate to this subdivision. Nothing herein shall be construed to prevent Backwoods, Inc., from imposing additional covenants or restrictions on any unsold lots (or other real estate later added to and becoming a part of this subdivision).

Witness the following signature and corporate seal of Backwoods, Inc., which has caused this instrument to be executed and delivered in its corporate name by Paul V. Williams, its President, and its corporate seal to be affixed and attested by its Secretary, Kevin Steach, this the 27 day of September, 1989.

BACKWOODS, INC.

By: Paul V. Williams (SEAL)
Its President

Attest:

Kevin Steach
Its Secretary

State of West Virginia

County of Hardy, to-wit:

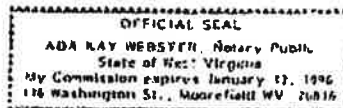
I, Ada Kay Weisver, a notary public in and for the County and State aforesaid do hereby certify that Paul V. Williams, President of Backwoods, Inc., a West Virginia Corporation, whose name is signed to the writing hereto bearing date the 27 day of Sept, 1989, has this day acknowledged said writing to be the act and deed of said West Virginia Corporation.

Given under my hand this the 27 day of Sept, 1989.

My commission expires Jan 12, 1996

Ada Kay Weisver
Notary Public

This instrument was prepared by:
Paul V. Williams
Attorney at Law
Moorefield, West Virginia 26836



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

As it remembered that on the 29th day of September, 1989, at 9:50 A.M., this Protective 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 Nancy C. Zeller
County Commission, Hampshire County, W. Va.