

102-1156  
Mailed 6-25-79  
Jack H. Walters  
Attorney at Law  
Moorefield  
West Virginia 26836

LOST RIVER RIDGE

HARDY COUNTY, WEST VIRGINIA

DECLARATION OF PROTECTIVE COVENANTS

This subdivision shall be subject to the following protective covenants, which covenants are to run with the land for the mutual protection and benefit of all land owners and is done with the full consent and agreement of the proprietor thereof, known as Massey Real Estate, Ltd., herein-after referred to as Grantor.

(1) The grantor hereby grants and conveys to the property owners, for their use forever, all easements and rights-of-way shown on the plat or plan recorded in the Hardy County Court House.

(2) No building shall be erected closer than 30 feet to any street or road, nor closer than 25 feet to the side or rear of the lot line, with the exception that when two or more lots are used together for the construction of one dwelling, then said 25 foot setback shall apply only to outside lines.

(3) All of said lots shall be used for recreational or residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on said lot. Domestic animals or pets may be kept and maintained upon said lands, but shall be kept and maintained within the boundaries of the owners of said lands. Domestic animals or pets are permitted to use the common rights-of-way over the tracts of land which this is a part when under the control of some person. Animal waste must be maintained to keep odor at a minimum aroma.

(4) Minimum size of any residence constructed shall contain at least five hundred sixty (560) square feet on the main floor. This shall not include basement, garage, porch, or carport. Exterior construction must be completed and closed in within eight (8) months of the commencement of construction. No part of any lot sold by the grantor may be sold or used as a road right-of-way to any property outside of said subdivision. This covenant shall not apply until said lots are sold by the grantor.

(5) No building of a temporary nature shall be erected or placed on any of said lots except those customarily erected in connection with building operations; and in such cases, for a period not to exceed four (4) months. This shall not prohibit the erection of a toilet commode with provisions of Paragraph 11 below.

(6) The grantor may assess each lot owner a sum not to exceed Thirty-five (\$35) Dollars per year, per lot, for the use, upkeep and maintenance of the roads within all sections of said subdivision, and such other common facilities as the said grantor may provide therein. Payment of said assessment and levy shall be payable on or before the 31st of January next following the purchase of said lots and on or before the 31st of January each year thereafter. When one or more lot is owned by a party or parties, in the event of a resale of one or more of said lots, then the obligation to pay the said \$35 assessment shall become the obligation of the new property owner(s). The grantor shall be and remain fully responsible for the maintenance of existing roads and common areas in Lost River until Eighty percent (80%) of all tracts designated in the plat of Lost River Ridge are conveyed by it, after which such functions, together with any improvements of any road or common area, shall be the sole and exclusive function and responsibility of the Lost River Ridge Owners Association, which will be established by the grantor.

(7) The grantor reserves unto himself, his heirs or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas, and water lines, or to grant easements or rights-of-way therefore, with the right to ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land fifteen (15) feet wide at any point along the side, rear, or front lines of any said lots.

(8) The use of trailers within said subdivision is unauthorized, except for the use of temporary camping trailers. Camping trailers may not exceed Thirty (30) feet in length. This covenant shall not be construed to permit the use of a camping trailer as a permanent housing; no such camping trailer shall be permitted to remain on any lot for a period to exceed four (4) months.

The construction of any driveway or roadway on any tract shall be done with the use of culvert or drainage pipe of an adequate size and type for drainage. After completion of any construction or improvement, the ground shall be left with a neat and orderly appearance with all trash and debris removed.

(10) Trash and refuse shall not be allowed to accumulate on the lands herein conveyed and no junk, junk vehicles or parts thereof, or vehicles not in current use shall be kept or stored thereon. All garbage shall be kept in insect and rodent proof receptacles, and removed and disposed of at least every fourteen (14) days.

(11) All toilets constructed on said lots shall conform to the regulation of the appropriate County and State Health Department, and be placed in a secluded area whenever possible. No building shall be constructed on any lot until a septic permit has been obtained from the State Department of Health.

(12) The tract of land hereby conveyed shall not be subdivided into any parcel of land containing less than five (5) acres. This restriction shall not prohibit the sale of a lessor amount of land to an adjoining owner, to be incorporated into such adjoining tract of land and thereafter made subject to the same five (5) acre size limitation, provided, however, that such out-conveyance shall not reduce the retained portion of land to less than five (5) acres.

(13) The designated recreation area will belong to and will be maintained by Lost River Owners Association. Swimming and fishing in the recreation area will be for all land owners in the subdivision and their guests. However, land owners and guests will swim and fish at their own risk.

(14) Nothing herein is to be construed to prevent the grantor from placing further covenants and assessments on any lot in said subdivision which shall not have already been conveyed by it.

(15) If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to 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 to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation.

(16) Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

MASSEY REAL ESTATE, LTD

BY:   
President

ATTEST:

  
Ass't Secretary

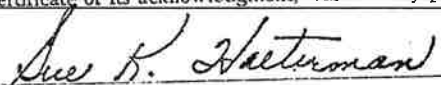
STATE OF WEST VIRGINIA )  
 ) SS:  
COUNTY OF MINERAL )

On this 15<sup>th</sup> day of June, 1979, before me, a notary public in and for the said State and County, personally appeared J. Alvin Massey, who acknowledged himself to be the President of Massey Real Estate, Ltd., a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President.

Witness my hand and notarial seal the day and year aforesaid.

  
Notary Public  
My Commission expires: 06/30/87

STATE OF WEST VIRGINIA, Hardy County Commission Clerk's Office June 19, 1979  
The foregoing Protective Covenants, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste  Clerk.

032/227

Mailed 7-14-94  
Mr. Anthony T. Manini  
P.O. Box 105  
Wardensville, WV 26851

AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS

LOST RIVER RIDGE

HARDY COUNTY, WEST VIRGINIA

AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, The Lost River Ridge Subdivision, is subject to certain restrictions and covenants, which are set forth in the Declaration of Protective Covenants of record in the Office of the Clerk of the County Commission of Hardy County, West Virginia, in Deed Book No. 156, at page 144; and

WHEREAS, by vote rendered in accordance with the bylaws of the Lost River Ridge Property Owners' Association, a copy of which is recorded herewith, at the annual Property Owners' Association meeting, held on Wednesday, May 25, 1994, the said Declaration of Protective Covenants was amended in the following manner:

A. Number 6 of the Declaration of Protective Covenants was amended as follows: The \$40.00 per year, per lot, fee for the use, upkeep and maintenance of the roads within all sections of the subdivision, and such other common facilities, and for Gypsy Moth spraying in conformity with the U. S. Forestry Service Recommendations, to the amount of \$70.00 per year, per lot.

Therefore this amendment to the Declaration of Protective Covenants witnesseth: That the Declaration of Protective Covenants for Lost River Ridge, of record in Deed Book No. 156, at page 144 in said Clerk's Office is amended as follows:

A. The yearly fee for the use, upkeep and maintenance of the roads within all sections of the subdivision, and other such common facilities, and for Gypsy Moth spraying in conformity with the U. S. Forestry Service Recommendations, shall be increased to the amount of \$70.00 per year, per lot.

LOST RIVER RIDGE  
PROPERTY OWNERS' ASSOCIATION

BY Anthony Tamanini  
Its Chairman

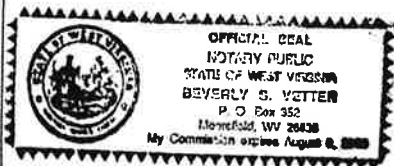
ANTHONY TAMANINI

STATE OF WEST VIRGINIA,  
COUNTY OF HARDY, to wit:

I, Beverly S. Vetter, a Notary Public in and for the  
County and State aforesaid, do hereby certify that ANTHONY  
TAMANINI, who signed the writing above as Chairman of the Lost  
River Ridge Property Owners' Association, bearing date of the  
14<sup>th</sup> day of July, 1994, for the Lost River Ridge Property  
Owners' Association, has this day in my said County, before me  
acknowledged the said writing to be the act and deed of said  
Association.

Given under my hand this 14<sup>th</sup> day of July, 1994.

My commission expires 8-8-2005.



Beverly S. Vetter  
NOTARY PUBLIC

STATE OF WEST VIRGINIA, Hardy County Commission Clerk's Office July 14, 1994 11:12 a.m.

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

Teste [Signature] Clerk.

542/221

LOST RIVER RIDGE

Mailed 7-21-94

Mr. Anthony Tamarinini

P.O. Box 105

Wardensville, WV 26851

AMENDED AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

LOST RIVER RIDGE

HARDY COUNTY, WEST VIRGINIA

AMENDED AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, The Lost River Ridge Subdivision, is subject to certain restrictions and covenants, which are set forth in the Declaration of Protective Covenants of record in the Office of the Clerk of the County Commission of Hardy County, West Virginia, in Deed Book No. 156, at page 144; and

WHEREAS, by Amendment Recorded on July 14, 1994 in Deed Book 227, at page 532. The date of the Property Owners' Association was incorrect; and

WHEREAS, by vote rendered in accordance with the bylaws of the Lost River Ridge Property Owners' Association, a copy of which is recorded herewith, at the annual Property Owners' Association meeting, held on Saturday, May 7, 1994, the said Declaration of Protective Covenants was amended in the following manner:

A. Number 6 of the Declaration of Protective Covenants was amended as follows: The \$40.00 per year, per lot, fee for the use, upkeep and maintenance of the roads within all sections of the subdivision, and such other common facilities, and for Gypsy Moth spraying in conformity with the U. S. Forestry Service Recommendations, to the amount of \$70.00 per year, per lot.

Therefore this amendment to the Declaration of Protective Covenants witnesseth: That the Declaration of Protective Covenants for Lost River Ridge, of record in Deed Book No. 156, at page 144 in said Clerk's Office is amended as follows:

A. The yearly fee for the use, upkeep and maintenance of the roads within all sections of the subdivision, and other such common facilities, and for Gypsy Moth spraying in conformity with the U. S. Forestry Service Recommendations, shall be increased to the amount of \$70.00 per year, per lot.

LOST RIVER RIDGE  
PROPERTY OWNERS' ASSOCIATION

BY Anthony Tamanini  
Its Chairman

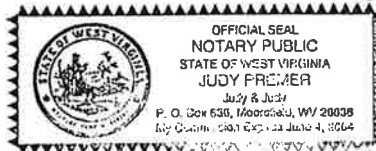
ANTHONY TAMANINI

STATE OF WEST VIRGINIA,  
COUNTY OF HARDY, to wit:

I, Judy Fremer, a Notary Public in and for the  
County and State aforesaid, do hereby certify that ANTHONY  
TAMANINI, who signed the writing above as Chairman of the Lost  
River Ridge Property Owners' Association, bearing date of the  
18 day of July, 1994, for the Lost River Ridge Property  
Owners' Association, has this day in my said County, before me  
acknowledged the said writing to be the act and deed of said  
Association.

Given under my hand this 18 day of July, 1994.

My commission expires June 4, 2004.



Judy Fremer  
NOTARY PUBLIC

STATE OF WEST VIRGINIA, Hardy County Commission Clerk's Office July 18, 1994 10:43 A.M.

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

Teste ag Wade

Clerk.

## BY-LAWS .

OF

## THE LOST RIVER RIDGE PROPERTY OWNERS' ASSOCIATION

ARTICLE I

Section 1. The membership of the Association shall consist of those property owner's owning lots in the Lost River Ridge Subdivision in Capon District, Hardy County, West Virginia, who are subject to the payment of \$35.00 per annum per lot under paragraph six of the protective covenants, restrictions, and easements governing said subdivision.

Section 2. Each member shall be liable to such assessments as the protective covenants, restrictions and easements may provide, and there shall be no transfer of membership in the Association until such dues are paid in full to the Treasurer.

Section 3. In all elections, the owner or owners of each lot shall have one (1) vote; a majority of votes polled shall be requisite to determine a question.

Section 4. On transfer or sale of a lot, the prior owner's membership in the Association shall cease.

Section 5. Voting in the affairs of the Association may be in person or by proxy, provided such proxy be executed by the lot owners and filed with the Trustees before the meeting at which the proxy is to be voted.

ARTICLE II

Section 1. The officers of the Association shall consist of five (5) Trustees, who shall also constitute the Board of Directors and who shall elect from their number: one (1) person who shall be chairman in administering the road improvement funds and in arranging and contracting for the repair and improvement of such roads; one (1) person who shall be Treasurer and administer all funds for said property committee; one (1) person who shall be Secretary and administer all notification and recording for said property committee; each trustee shall have one (1) vote.

Section 2. The Trustees shall be members of the Association and shall attend the annual meeting of the Association, which annual meetings shall be held on the first Saturday of May of each year.

Section 3. The original Trustees shall be elected from among the persons then owning lots in the Lost River Ridge Subdivision, two (2) to serve a term of three (3) years; two (2) to serve a term of two (2) years; and one (1) to serve a term of one (1) year. Thereafter, the members of the Association shall elect either one or two Trustees each year to serve a term of three (3) years.

ARTICLE III

Section 1. The Chairman of the Trustees shall preside at all meetings of the members and all meetings of the Trustees, and he shall implement and direct the execution of the policies and functions of the Association. He may and upon demand of six (6) of the members of the Association or three (3) Trustees call a special meeting of the Trustees or of the Association as may be requested.

Section 2. The Board of Trustees shall establish such regulations as may be necessary for the payment of the day to day expenses and shall be responsible for the initiating of a fund for petty cash and the authorization to the Chairman to pay such ordinary and recurring items of expense as he may see fit.

Section 3. The Trustees shall have custody of all the monies of the Association, they are to deposit the same in the Capon Valley Bank and shall keep a full and complete account of all the transactions by and on behalf of the Association. All checks and drafts on the Association's funds shall be signed by the treasurer and chairman except where otherwise specially provided by the Board of Trustees with relation to petty cash expenditures and recurring service expenses. The Trustees shall exhibit a statement of the accounts annually to members at the annual meeting.

#### ARTICLE IV

Section 1. The members shall receive from the secretary at least fifteen (15) days notice of the annual meetings of the Association, which meeting shall be held at a time and place to be designated by the Trustees. At the Annual meetings either one (1) or two (2) Trustees to serve a term of three (3) years shall be nominated and elected by the Association. Each member may vote in person or by proxy, again each lot having one (1) vote.

Section 2. In the event of the resignation or death of a Trustee, the Trustees shall appoint an Association member to serve the remainder of the office term and shall be from the same section as the outgoing Trustee.

Section 3. At all meetings of the membership, regular or special, thirty (30%) percent of the votes represented of the total votes of the Association, present in person or by proxy, shall constitute a quorum.

Section 4. The secretary shall, at least fifteen (15) days prior to each meeting of the Trustees, give each Trustee a written notice of the meeting by mailing them the time and the place set for said meeting, said notice to be directed to the member's address appearing on the records of the Association.

Section 5. Nothing hereinbefore set forth with reference to meetings and notices of meetings, shall preclude the holding of a meeting pursuant to waiver and by agreement of all of the members of the Board of Trustees as the case may be.

#### ARTICLE V

Section 1. Amendments to these By-Laws may be made at any annual meeting provided that the proposed amendment being offered be in writing and notice of said proposed amendment be mailed to all members of the Association, together with a copy of same, at least fifteen (15) days prior to the meeting at which said amendment shall come before the membership for vote.

Section 2. Any amendments to the By-Laws must receive three-fourth (3/4) of the votes, present or by proxy, in order to be adopted.

STATE OF WEST VIRGINIA, Hardy County Commission Clerk's Office June 5, 1986

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

Teste David L. Hacterman Clerk.



THE LOST RIVER RIDGE PROPERTY OWNERS' ASSOCIATION

CONSTITUTION

ARTICLE I

Section 1. The name of this unincorporated association is the Lost River Ridge Property Owners' Association, and the members shall be those persons owning lots and paying the road upkeep assessments in the Lost River Ridge Subdivision in Capon District, Hardy County, West Virginia.

Section 2. The location and post office of the Association shall be:

~~General Delivery~~ P.O. Box 105  
Wardensville, West Virginia

Section 3. The purposes for which the Association is formed are:

To administer the funds collected from the members of the Association for the maintenance, improvements, or repairs of existing private roads, common lands, and rights of ways in the Lost River Ridge Subdivision.

Section 4. The Trustees of the Association to be elected as provided by the By-Laws shall have the authority to collect, demand, and sue for the annual assessment which each lot owner is required to pay under the terms of Paragraph Six (6) of the protective covenants, restrictions, and easements, pertaining to the subdivision as the same is recorded in the Office of the Recorder of Deeds for Hardy County, West Virginia, in Miscellaneous Book Volume.