

Mailed 11-9-89
Mr. Ronald W. Turner
452 North Main St.
Timberville, Va. 22853

RESTRICTIVE COVENANTS AND CONDITIONS
FOR MOUNTAIN MEADOWS

The following covenants and conditions shall apply to the subdivision of Mountain Meadows, lying and being situate in Lost River District, Hardy County, West Virginia, and being the same real estate which was conveyed to Ronald W. Turner by Howard E. Krauskopf, Trustee, by deed dated May 31, 1989, which is of record in the office of the Clerk of the County Commission of Hardy County, West Virginia, in Deed Book No. 204, at Page 408. Each and every one of these covenants and conditions is, and all are, for the benefit of each owner of the various tracts within Mountain Meadows, or any interest therein, and shall be construed as covenants and conditions running with the title of the land and with each and every part and parcel thereof regardless of how title was acquired, and said covenants and conditions shall remain in full force and effect unless and until modified by the owners of the various tracts of Mountain Meadows as hereinafter set forth.

In the event of violation or breach of the following covenants or conditions, or threatened breach thereof, the owner or owners of any tract or tracts in Mountain Meadows shall have the right to enjoin the same with proceedings at law or equity against the person or persons violating or threatening to violate said covenants and conditions, and such owner or owners enforcing same shall have the right to recover just damages for themselves and on behalf of all other owners of the various tracts in Mountain Meadows. No delay or omission in exercising any rights, powers or remedies provided in this paragraph shall be construed as a waiver thereof or any acquiescence therein.

Invalidation by any court of any specific covenant or condition contained herein shall in no way affect any other condition or covenant, and all covenants and conditions not expressly invalidated herein shall remain in full force and effect.

SEE, WALTERS
KRAUSKOPF
ORNEYS AT LAW
MOOREFIELD
WEST VIRGINIA

1. The Grantors may assess each tract owner One Hundred Dollars (\$100.00) per year, per tract, with a ten (10%) per cent increase in the original amount of One Hundred Dollars (\$100.00) every third (3rd) year, for the use, upkeep (not to include snow removal), and maintenance of rights-of-way within the subdivision. There is exempted from the assessment provided for in this paragraph, Tracts Nos. 52, 53, 54, 55, 56, 57 & 58, which tract owners are exempt from the payment of the maintenance fee provided for herein with the express understanding that those tracts shall obtain egress and ingress to and from their tracts from the state maintained roadway adjacent thereto and that, correspondingly, those tracts will not have the right to use the rights-of-way within the subdivision. The rights and responsibilities as created by this paragraph may be delegated by the Grantors to a committee of tract owners, appointed by the Grantors, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract until paid, and payment of said assessment and levy shall be made on or before the 15th day of January next following the purchase of any said tract, and on or before the 15th day of January of each year thereafter. When more than one tract is owned by a party or parties and in the event of resale by them of one or more of said tracts, then the obligation to pay said fee shall be binding upon the purchaser or purchasers thereof of said tracts, without any provision therein specifically so providing. After any failure of the Grantors or their heirs, successors or assigns, to exercise the appointive powers set forth in this paragraph, and after reasonable notice by at least two (2) land owners within Mountain Meadows given to the said Grantors, their heirs, successors or assigns in title, meeting of all land owners within Mountain Meadows may be called and the majority of those present shall be empowered with all the rights and powers the Grantors could have exercised under the provisions of this paragraph.

2. The Grantors reserve unto themselves, their heirs, successors 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 therefor, with the right of egress and ingress for the purpose of erection or maintenance on, over or under, a strip of land twenty-five (25) feet wide at any point along the side, rear or front lines of any of the tracts within said subdivision. When two tracts immediately adjacent to one another are owned by the same individual or group of individuals and said tracts are not separated by a right-of-way along the entire boundary, then and in that event said owner or owners may build permanent structures within the set-back adjacent to said common boundary line, with the express understanding that in the event that is done, then and in that event the Grantors herein reserve a right-of-way twenty (20) feet in width at any place on either tract for the purposes as set forth in this paragraph.

3. No further subdivision of any of the tracts within Mountain Meadows will be allowed for a period of twenty (20) years, and then only with approval of ninety (90%) percent of the then existing tract owners within Mountain Meadows.

4. No structure of any type or kind whatsoever in Mountain Meadows may be erected closer than twenty-five (25) feet to any road right-of-way within said subdivision, nor shall same be in any manner erected closer than twenty-five (25) feet to the sides or rear or front of any tract division line.

5. No trucks, old cars or unsightly or unlicensed vehicles may be left or abandoned on the tracts within Mountain Meadows; however, this item shall not be construed as to prohibit farm machinery or vehicles necessarily used in an active farm situation.

6. The construction of any driveway or roadway on any tract shall be done in such a manner so as not to interfere with the

use of the main roadways within the subdivision; such construction of any driveway or roadway on any tract shall also be done in such a manner as to prevent any undue or unnecessary damage by drainage or otherwise to the main roadways or adjoining tracts. In some cases a pipe may be necessary across the driveway. Construction of any necessary driveways to conform to the requirements of the covenants and conditions shall be the sole responsibility of the tract owners.

7. All tracts within the subdivision, whether occupied or unoccupied, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of the accumulation of trash, rubbish, garbage, debris, junk or any other refuse thereon.

8. All rights-of-way within the subdivision of Mountain Meadows are for the exclusive use and benefit of the tract owners, and only the tract owners of said subdivision, and the only exception thereto is that said rights-of-way within the subdivision of Mountain Meadows may be used by all persons lawfully entitled to use same by virtue of visitation to the two graveyards situate on Lot 13 and Lot 41 within said subdivision, it being understood that the rights-of-way within the subdivision may be used by visitors to said graveyards, which said visitors would include all those having a lawful right to visit said graveyards and the gravesites contained therein. Tracts Nos. 52, 53, 54, 55, 56, 57 & 58, and the owners thereof, shall not have the use and benefit of the rights-of-way within the subdivision of Mountain Meadows, inasmuch as access to and from said tracts shall be obtained from the public road which is adjacent to said tracts and, as such, the tracts and the owners thereof shall not be entitled to the use of the rights-of-way within the subdivision and, correspondingly, said tracts and the owners thereof shall not be responsible for the road maintenance assessment as set forth in Paragraph 1 of these covenants.

9. The roadway within the subdivision of Mountain Meadows is fifty (50) feet in width and, as such, each tract is subject to an easement of twenty-five (25) feet of road or roadway on each side of the center of said roadway as the situation may be with the various tracts within said subdivision. Each individual tract within the subdivision shall have the right to use the main roadway but only so far as said boundary of any individual tract, and no further, and especially not to the end of said roadway unless any subject tract shall be literally at the end of said roadway.

10. No businesses shall be operated from any tract within Mountain Meadows.

11. No more than one family dwelling, whether occupied permanently or not, shall be permitted on one tract within Mountain Meadows.

12. Upon the sale or conveyance on the part of the Grantors of eighty (80%) percent of the tracts within Mountain Meadows, these restrictive covenants and conditions may be changed, altered, amended or deleted upon approval of eighty (80%) percent of the then land owners, with the owners of each lot having one vote at a meeting called upon proper notice to all land owners.

13. Mobile homes, house trailers and the so-called double wides are prohibited on any tract within the subdivision. Camping trailers, up to and including thirty (30) feet in length, are permitted on said tracts up to a maximum of five (5) months per calendar year, and no additions whatsoever are allowed to be built onto any said camping trailer during its temporary stay.

14. Livestock, other than dogs or cats, must be fenced in by a fence or pen sufficient to prevent its roaming on any roadway or adjoining tract.

15. Minimum size of any residence constructed on any tract within the subdivision shall be six hundred (600) square feet on the main floor, exclusive of porches, garage or basement.

16. There are two graveyards within said subdivision. Same are as shown and depicted on the plat or map of said subdivision, of record in the office of the Clerk of the County Commission of Hardy County, West Virginia. One graveyard is on Tract No. 13, and one graveyard is on Tract No. 41. There is expressly reserved an easement fifteen (15) feet in width, as shown and depicted on said plat or map, which said easement shall be for the purpose of allowing ingress and egress to and from said graveyards and the subdivision road adjacent to said tracts on the part of any and all persons having a lawful right to visit said graveyards and the gravesites contained therein.

17. Tracts Nos. 51, 52, 53, 54, 55, 56, 57 & 58 shall not have the use of the rights-of-way within the subdivision. Tracts Nos. 51 and 52 shall share access as shown and depicted on the plat or map of Mountain Meadows, of record in said Clerk's Office, and said shared access shall be the exclusive access to said lots or tracts of real estate, and that said shared access as shown and depicted on said plat or map as aforesaid shall be twenty-five (25) feet on each side of the tract boundary line for a distance of one hundred (100) feet from the public road. Tracts Nos. 53 and 54 shall share access as shown and depicted on the plat or map of Mountain Meadows, of record in said Clerk's Office, and said shared access shall be the exclusive access to said lots or tracts of real estate, and that said shared access as shown and depicted on said plat or map as aforesaid shall be twenty-five (25) feet on each side of the tract boundary line for a distance of one hundred (100) feet from the public road. Tracts Nos. 55 and 56 shall share access as shown and depicted on the plat or map of Mountain Meadows, of record in said Clerk's Office, and said shared access shall be the exclusive access to said lots or tracts of real estate, and that said shared access as shown and depicted on said plat or map as aforesaid shall be

twenty-five (25) feet on each side of the tract boundary line for a distance of one hundred (100) feet from the public road.

Tracts Nos. 57 and 58 shall share access as shown and depicted on the plat or map of Mountain Meadows, of record in said Clerk's Office, and said shared access shall be the exclusive access to said lots or tracts of real estate, and that said shared access as shown and depicted on said plat or map as aforesaid shall be twenty-five (25) feet on each side of the tract boundary line for a distance of one hundred (100) feet from the public road.

WITNESS the following signatures and seals this the 16th day of October, 1989.

Ronald W. Turner (SEAL)
Ronald W. Turner

Margaret W. Turner (SEAL)
Margaret W. Turner

STATE OF VIRGINIA
COUNTY OF ROCKINGHAM, to-wit:

I, Edwin R. Garber, a Notary Public in and for the County and State aforesaid, do hereby certify that Ronald W. Turner and Margaret W. Turner, his wife, whose names are signed to the foregoing writing, bearing date the 16th day of October, 1989, have this day acknowledged the same before me in my said County and State.

Given under my hand this 30th day of OCTOBER, 1989.

My commission expires 10/15/91.

Edwin R. Garber
Notary Public

(AFFIX NOTARY SEAL)

This instrument prepared by Jack H. Walters, See, Walters & Krauskopf, Attorneys at Law, P. O. Box 119, Moorefield, WV 26836.

SEE, WALTERS
KRAUSKOPF
ATTORNEYS AT LAW
MOOREFIELD
WEST VIRGINIA

STATE OF WEST VIRGINIA, Hardy County Commission Clerk's Office November 8, 1989

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

Teste Paul L. Hatterman Clerk.