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**CABIN IN THE PINES**  
(formerly Mill Mountain II)  
Dedication of Plat and  
Declaration of Protective Covenants,  
Conditions and Restrictions

From: Richard L. Feller, single

To: CABIN IN THE PINES Lot Owners Association:

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, referred to as "Declarant", does hereby record the plat of a subdivision known as CABIN IN THE PINES Subdivision, containing a total of 27 Lots, lying and being situate in Gore District, Hampshire County, West Virginia, and being more fully described on a plat of survey of Rickie C. Davy, L.L.S., dated March 18, 1991, and made a part hereof, and recorded in the Clerk's Office of the County Commission of Hampshire County, West Virginia, on December 30, 1991, in Map Book No. 6, at page 116, to which reference is hereby made, and said real estate being the same real estate conveyed unto Richard L. Feller by deed from Homer L. Feller and Nancy C. Feller, husband and wife, dated March 18, 1991, and of record in the Hampshire County Clerk's Office in Deed Book No. 325, at page 228.

CABIN IN THE PINES was formerly named Mill Mountain, II. But the Mill Mountain II subdivision was never developed nor sold by its creator and former owners, Homer L. Feller and Nancy C. Feller, and the new owner and declarant, Richard L. Feller, applied to the Hampshire County Planning Commission for permission to change the name of Mill Mountain II to CABIN IN THE PINES, which approval was granted on July 17, 1991, as was the recording of this amended plat of survey. It is expressly understood that the Plat of Survey of Mill Mountain II is now null and void, and that the only Plat of Survey which is of legal importance in locating boundaries of Lots within the subdivision and/or rights of way for ingress and egress is the plat of survey prepared by Rickie C. Davy, L.L.S.

The plat of survey of Mill Mountain II, which is now null and void, has been changed in some important respects, and in construing the rights of all property owners who should acquire title to Cabin in the Pines, it is important that reference be made exclusively to the plat of survey of Cabin in the Pines which is recorded with these covenants, or to any authorized successor plat which may later be admitted to the records pursuant to these covenants.

Declarant hereby claims an exemption from the W. Va. Uniform Common Interest Ownership Act, Ch. 36B, pursuant to W. Va. Code Ch. 36B-1-202 (2), because the average common expense liability of all lots may not exceed \$100.00, except as set forth herein.

All lots in the CABIN IN THE PINES shall be subject to the following protective covenants, conditions, and restrictions and easements which shall run with the land and shall be binding upon all subsequent owners of the lots:

**ARTICLE I - DEFINITIONS**

1. "Association" shall mean and refer to CABIN IN THE PINES Property Owners Association, its successors and assigns. The CABIN IN THE PINES Property Owners Association may, from time to time, be referred to as the "Lot Owners Association," but it is understood that they are one and the same entity.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the property, including contract buyers, but excluding those having such interest merely as security for

the performance of an obligation. If Declarant should sell lots on a contract basis, Declarant shall notify the Association of the name and address of any contract buyer. If a Buyer should default in the payment of a contract and lose his contract rights in a Lot, Declarant shall promptly notify the Association of the default. Upon receiving notice from Declarant that a contract buyer has defaulted, that contract buyer shall lose his designation as an "Owner", and will lose all benefits and privileges conferred on Owners by this Declaration. Declarant is considered an "Owner" for purposes of voting in the Association, but is exempt from payment of the annual assessment.

3. "Lot" shall mean and refer to each of the 27 lots that are numbered on the plat of survey, shown upon the recorded subdivision plat of the property. The number of lots in CABIN IN THE PINES may not increase except as set forth herein.

4. "Declarant" shall mean and refer to Richard L. Feller, his heirs, successors, and assigns. In consideration of the Declarant's creation of this subdivision, and the installation of the roads, the Declarant shall be and is forever exempt from payment of the annual assessment for all lots Declarant owns or should hereafter reacquire.

5. "Common Elements" shall mean and refer to the easements reserved for the benefit of the Association, including the rights of way for ingress and egress, shown on the plat of survey this date recorded.

6. "Assessment" each lot will be subject to an annual assessment for installation, maintenance, repair and replacement of the common elements. This assessment may not exceed \$100.00 per year, except as specified herein. Declarant is exempt from this assessment.

#### ARTICLE II- ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Every owner, including the Declarant, of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. Immediately after closing on the sale of the first Lot from the subdivision, the Declarant shall form and appoint an initial Board of Directors of three to five persons, who are lot owners, or who are agents, and/or employees of Declarant, which shall serve until the first meeting of the Property Owners Association. After 25% of the Lots are sold, at least one of the Directors must be independent from the Declarant. The initial Board of Directors shall: (1) organize the Association by determining the time, date and place of the first meeting; (2) notify the Owners of the meeting; (3) draft a proposed set of Bylaws to be presented to the Association for its consideration and adoption, if ratified by a majority of its members; (4) collect the assessment for maintenance of the common elements by immediately mailing an invoice to the owners requiring payment of the assessment not later than July 1, 1992; (5) account to the elected Board of Directors, of the Association, by paying the assessment over to it.

3. The membership of the Property Owners Association shall consist of all lot owners. To the extent that Declarant yet owns lots in CABIN IN THE PINES, Declarant shall be considered a member of the Association and shall be entitled to notice of all Association meetings, and shall have one vote for each lot owned.

4. Each owner shall have one vote on all Association matters for each lot that he owns. The Association shall be governed by majority vote owners, when a quorum exists.

5. The initial meeting of the Association shall be held in Hampshire County, W. Va., but subsequent meetings may be held at any place designated in the Bylaws.

6. The Association may have such legal form as desired by its Owners. That is, it may be an Association or Corporation, same to be determined at the initial meeting of the Association.

7. The Association shall have the following Powers:

- (1) Adopt and amend bylaws and rules and regulations.
- (2) Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from owners.
- (3) Hire and discharge managing agents, and other employees, agents, and independent contractors.
- (4) Institute, defend, or intervene in litigation, or administrative proceedings in its own name on behalf of itself or two or more owners on matters affecting CABIN IN THE PINES.
- (5) Make contracts and incur liabilities.
- (6) Regulate the use, maintenance, repair replacement, and modification of common elements.
- (7) Cause additional improvements to be made as a part of the common elements.
- (8) Acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property.
- (9) Grant easements, leases, licenses, and concessions through or over the common elements.
- (10) Impose and receive any payments, fees, or charges for the use, rental or operation of the common elements, and for services provided to Owners.
- (11) Impose charges for late payment of assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws, rules and regulations of the association.
- (12) Impose reasonable charges for the preparation of statements of unpaid assessments.
- (13) Provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance.
- (14) Exercise any other right conferred by the Bylaws.
- (15) Exercise any other rights that may be exercised in W. Va. by Associations or other entities of the same kind.

8. For purposes of the transaction of all business, except making Amendments to the Declaration, a quorum is present if persons entitled to cast twenty percent (20%) of the votes that may be cast for an election of the Board of Directors are present in person or by proxy. Note: Nothing shall prohibit the Association from adopting a more restrictive requirement for a quorum in its Bylaws.

9. Except for making Amendments to the Declaration, where a supermajority, specified above, is required, all business to be transacted by the Association is by majority vote of those Owners

present at a duly constituted meeting.

10. Cumulative Voting is permitted on all elections of the Board of Directors of the Association. Thus each Owner shall have one vote for each director to be elected, and may cast all of the votes for one or more of the directors, as the Owner should desire. i.e. If five directors are up for election, the Owner would have 5 votes, and the Owner may cast all five votes for one candidate, or split the votes between the candidates as the Owner should desire.

11. A meeting of the Association must be held at least once each year. Special meetings of the Association may be called by the president, a majority of the Board of Directors, or by owners having twenty percent of the votes in the Association. Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the secretary, or other officer specified in the bylaws shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each lot or to any other mailing address designated in writing by the Owner. The notice of any meeting must state the time and place of the meeting and items on the agenda, including the general nature of any proposed amendments to the declaration or bylaws, any budget changes, and any proposal to remove an officer or member of the executive board.

#### 12. Voting at Association Meetings:

(1) If only one of several owners of a lot is present at a meeting of the Association, that owner is entitled to cast all the votes allocated to that lot.

(2) If more than one of the owners are present, the votes allocated to that lot may be cast in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to that lot without protest being made promptly to the person presiding over the meeting by any of the other owners of the lot.

(3) Votes allocated to a lot may be cast pursuant to a proxy duly executed by a owner. If a lot is owned by more than one person, each owner of the lot may vote or register protest to the casting of votes by the other owners of the lot through a duly executed proxy. An owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.

### ARTICLE III BYLAWS

The bylaws of the Association must provide:

1. The number of the members of the Board of Directors and the titles of the officers.

2. Appointment by the Board of Directors of the President, Treasurer, Secretary and any other officers specified by the Bylaws.

3. The qualifications, powers, and duties, terms of office and manner of electing and removing board of director members and officers and filling vacancies.

4. Which powers, if any, the Board of Directors or officers may delegate to other persons or to a managing agent.

5. Which of its officers may prepare, execute, certify and

record amendments to the declaration on behalf of the Association.

6. A method for amending the bylaws.
7. Any other matters the Association deems necessary.

#### ARTICLE IV BOARD OF DIRECTORS & OFFICERS

1. The Executive Board appoints Officers.
2. Board Members and Officers must be Owners.
3. Notwithstanding any provision of the bylaws or Declaration to the contrary, the Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any member of the Board of Directors with or without cause.

#### Powers of Board of Directors

A. The Board of Directors shall have all power granted to it by the ByLaws, and may act in all instances upon behalf of the Association. However, the Board may not:

1. Amend the Declaration;
2. Terminate CABIN IN THE PINES Protective Covenants;
3. Elect members to the Board;
4. Determine qualifications, powers and duties, or terms of the office of the Board of Directors.

B. The Board may fill vacancies in its membership for the unexpired portion of any term.

C. The Board shall adopt a proposed budget for CABIN IN THE PINES annually, and shall provide a summary of the budget to all Owners, and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen nor more than thirty days after mailing of the summary. Unless at that meeting a majority of all Owners reject the budget, the budget is ratified. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors.

#### Quorums of the Board of Directors

1. Unless the Bylaws specify a larger percentage, a quorum is deemed present through any meeting of the board of directors if persons entitled to cast fifty percent of the votes on that board are present at the beginning of the meeting.

2. Unless the Bylaws specify otherwise, the Board shall act by majority vote of those members present at a duly constituted meeting wherein there is a quorum.

3. Board members may not attend a meeting by proxy, but must attend in person to be considered as part of the quorum.

#### Officers

1. The day to day business of the Association shall be administered by the President, who is the chief executive officer of the Association. The President shall be appointed by the Board of Directors, and shall serve at the pleasure of the Board, but shall be reappointed each year after the annual Owners' meeting.

2. The Bylaws shall also provide for the powers and duties of the Secretary and Treasurer, and if desired, a Vice

President.

ARTICLE V ASSESSMENTS, RIGHTS OF WAYS, ETC.

403

1. Declarant agrees to maintain the road system until February 1, 1992, 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 July 1, 1992. Thereafter the Property Owners Association shall see to the maintenance of same. To the extent that Declarant has unsold lots within the subdivision, he should meet with the Board of Directors and agree to pay or see to reasonable share of the maintenance occasioned by Declarant in showing lots to prospective buyers.

2. Not later than July 1, 1992, (as determined by the Executive Board), each lot will be subject to an annual assessment for maintenance, repair and replacement of the common elements. Declarant shall be exempt from the assessment, but so long as Declarant has Lots for sale within CABIN IN THE PINES, Declarant must contribute to the maintenance of the subdivision roads, to be agreed upon between Declarant and the Board of Directors.

3. The present assessment is \$100.00 per year. The maximum assessment for upkeep, maintenance, repair and replacement of the common elements is set at one hundred fifty dollars, unless this declaration is amended by the owners.

4. The Assessment shall be adjusted according to and to the extent of changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers: United States City Average, All Items 1967=100, compiled by the Bureau of Labor Statistics, United States Department of Labor, (the Index). The Index for December, 1979, which was 230, is the Reference Base Index.

5. The Declarant hereby states that it has a reasonable and good faith belief that the maximum stated assessment shown of \$100.00, above, will be sufficient to maintain the common elements.

6. The maximum assessment may be altered by Amending the Declaration. The Declaration cannot be amended to increase the assessment above one hundred dollars during the period of Declarant's control without the consent of ALL OWNERS.

7. Each owner must bear his prorata share of the expense for the common expenses. The formula for what constitutes a prorata share is set forth below.

8. Any past due common expense assessment or installment thereof bears interest at the rate established by the Association, but not to exceed eighteen percent per annum.

9. Allocation of Common expense Liability:

(1) Each Owner shall have pay his fractional share of the maintenance expenses of the common expense liability for CABIN IN THE PINES.

(2) It is contemplated that the total number of lots may increase if one or more eligible Owners should further subdivide his/her/its Lot. Each Owner shall pay his pro rata share of the maintenance expenses of the common expense liability for CABIN IN THE PINES, determined as follows:

a. If an Owner should subdivide his Lot at any time during the year, the successor lot shall, from the date of the recordation of the amended plat, become liable for its prorata share of the maintenance expenses.

b. The prorata share of each Owner shall be determined by dividing the total number of Lots as shown by the most recently recorded subdivision plat into the number one, yielding a percentage which shall constitute the pro rata liability of each Owner.

c. Any Lot that is created by further subdivision shall be required to pay its prorata share for the entire year in which it was created, even though it may have been in existence for only a part of the year.

d. Declarant is exempt from paying the assessment on Declarant's lots owned within the subdivision, but the Declarant is to share in the maintenance of the subdivision roads during the time period that the lots are being marketed to the public. Declarant is to reach agreement on the amount that he should pay annually toward upkeep and maintenance while Declarant is selling lots. Declarant reserves the right to have Declarant's agents or employees perform in kind road maintenance by using Declarant's equipment, in lieu of a cash payment to the Association.

10. 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.

11. CABIN IN THE PINES, formerly, Mill Mountain II, consists of 27 Lots. It is understood that the owners, guests and invitees of CABIN IN THE PINES have the right of ingress and egress from the public road, over across and through PEACH LAKE DRIVE, one of the primary roads located in PEACH LAKE FARMS, an adjoining subdivision. In consideration of their use of the PEACH LAKE DRIVE, it is understood that the Lot Owners Association of CABIN IN THE PINES shall annually, from their treasury, pay the sum of \$30.00 per Lot to the Treasury of PEACH LAKE FARMS SUBDIVISION. Richard L. Feller is Declarant, who has created CABIN IN THE PINES, and so long as Richard L. Feller is Owner of any of the Lots in CABIN IN THE PINES, irrespective if he is the original owner, or reacquires same by foreclosure, etc., it is understood that he is exempt from paying the annual assessment to Peach Lake Farm Property Owners Association. PEACH LAKE FARMS Lot Owners Association is exclusively responsible for the maintenance of the PEACH LAKE DRIVE. PEACH LAKE FARMS Property Owners Association shall make such repairs, improvements, etc. to the PEACH LAKE DRIVE, as it sees fit, but if a complaint is made about the state of repair of PEACH LAKE DRIVE by any owner of CABIN IN THE PINES, then the Peach Lake Farms Executive Board shall account to CABIN IN THE PINES Lot Owners Association to prove that it is adequately maintaining said right of way. It is also understood that Norman W. Davidson and Linda M. Davidson own real estate adjacent to CABIN IN THE PINES, and that they have the right to use the Roadways in CABIN IN THE PINES and also the PEACH LAKE DRIVE, Located on PEACH LAKE FARMS to the extent that it is necessary for them to obtain ingress and egress to the 20 acre parcel that they obtained heretofore from Homer L. Feller and Nancy C. Feller. Since their ownership predates the creation of the PEACH LAKE FARMS and CABIN IN THE PINES Subdivision, they are exempt from paying any assessment to the Lot Owners association of either subdivision. The Davidson's shall not be required to contribute to the maintenance of the rights of way within Cabin in the Pines and Peach Lake Farms so long as same are used only for ingress and egress to their property by ordinary passenger vehicle or pickup truck. However, if they use of the roads includes heavy equipment which should damage the roads, they shall be liable to repair any damages occasioned to the road by the use of the heavy equipment.

1. The Association has a lien on any Lot for the assessment levied against that Lot and its owner from the time the assessment becomes due. Fees, charges, late charges, fines and interest imposed by this Declaration are enforceable as assessments.

2. A lien under this section is prior to all other liens and encumbrances on a lot except liens and encumbrances recorded before the recordation of the declaration.

3. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due.

4. A judgment or decree in any action brought under this section must include costs and reasonable attorneys fees for the prevailing party.

5. The Association upon written request shall furnish to the Owner a statement setting forth the amount of unpaid assessments against the lot. The statement must be notarized and in recordable form. The statement must be furnished within ten business days after receipt of the request and is binding on the Association, the executive board and every owner.

6. For purposes of perfecting and preserving the lien, the Association shall give notice to the Owner as follows:

(1) Personal service by the Sheriff or other credible person.

(2) By registered or certified mail, return receipt requested, and in a form reasonably calculated to inform the owner of his liability for payment of the assessment. The lien shall be discharged as to subsequent purchasers for value without notice unless the Association shall cause to be recorded a notice of the lien in the office of the Clerk of the County Commission of Hampshire County, West Virginia.

Said notice shall contain the following:

- a. Legally sufficient description of the lot.
- b. Name or names of the owners.
- c. Amount of unpaid assessments due together with the date when each fell due.
- d. The date of recordation.

7. The Clerk of the County Commission where the notice is recorded shall index the notice in the appropriate deed books and lien books in the name of the owners and the Association. The cost of recordation shall be assessed against any owner found to be delinquent in a subsequent proceeding to enforce the lien.

8. Upon payment of the assessment, the Association shall execute a written release of the lien, to be recorded at the Clerk's office at the expense of the Association.

#### ARTICLE VI AMENDMENTS TO THE DECLARATION

1. This Declaration may be amended only by vote or agreement of Owners of lots to which at least sixty percent (60%) of the votes in the Association are allocated.

2. No action to challenge the validity of an amendment

406

adopted by the Association may be brought more than one year after the amendment is recorded.

3. No amendment may increase the number of lots specified herein, change the boundaries of any lot, change the allocated interest of a lot, or the uses to which any lot is restricted, in the absence of unanimous consent of the owners.

4. Amendments to the Declaration to be recorded must be prepared, executed, recorded and certified on behalf of the association by any officer of the association designated for that purpose or by the President of the Association.

#### ARTICLE VII ASSOCIATION RECORDS

The Association shall keep financial records sufficiently detailed to enable the association to comply with this Declaration. All financial and other records must be made reasonably available for examination by any Owner and his authorized agents.

#### ARTICLE VIII COMMON PROTECTIONS AND PROTECTIVE COVENANTS

1. Any lot consisting of 4.50 acres or more may be further subdivided one time each, to yield a total of two lots. Each successor Lot, including its parent, must contain two acres, or more, and must comply with all applicable health laws, zoning ordinances, and the Hampshire County Subdivision Control Ordinance. Before subdividing any lot, the Owner is encouraged to contact the Hampshire County Planner for more information as to local regulations.

2. Any Owner of a qualifying lot who may desire to subdivide his Lot must, at the Owner's expense, cause a new subdivision plat to be made and presented to the Board of Directors of the Association for approval, which shows the mother lot and the newly subdivided lot. The newly created lot shall bear a number or numeral which will identify it as being derived from one of the existing lots of CABIN IN THE PINES.

3. The Board of Directors may not unreasonably withhold permission to record the Amended Plat of Survey, and once approved for recordation by the Board of Directors (and the local county officer in charge of approving plats for recordation), the Owner may record the Amended Plat, after which he may freely transfer his subdivided lot to any person of his choosing.

4. Any Owner who creates a new Lot by further subdivision of his lot agrees that the newly created lot shall have a vote in CABIN IN THE PINES, just as any other Lot has, but it must pay its annual pro rata share of the maintenance costs of CABIN IN THE PINES as set forth herein. Furthermore said Lot is bound by all of the rules and regulations of CABIN IN THE PINES as a Lot of same.

5. 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, except for directional and informational signs of Declarant.

6. No owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lot. Consequently, in the construction of a driveway into any lot, a twelve (12) inch diameter culvert, or larger if necessary, shall be used in constructing the driveway in order to alleviate blockage of natural drainage. No parking is permitted upon any subdivision roads within the subdivision at any time and as part of the development of any lot, the Owner shall provide adequate off-road parking for owner and his guest(s).

7. Due to the unsightliness of junk vehicles on lots, no motor vehicle which does not have current license plates or an inspection sticker not more than six (6) months out of date shall be permitted on any Lot. House trailers may be placed on any lot so long as any Hampshire County regulations, if any, with regard to house trailers (mobile homes) are complied with. Where possible, house trailers shall be placed in wooded areas on the lot. Setback lines for mobile homes shall be 100 feet from the center line of the subdivision road unless physical terrain and/septic tank considerations make this impractical. Any variance must be obtained from the Bd. of Directors of the Property Owners Association. Approval cannot be arbitrarily withheld. All house trailers must be permanently placed on a block foundation or the foundation must be enclosed by aluminum siding.

8. No building of a temporary nature shall be erected or placed on any lot except those customarily erected in connection with building operations and in such cases, for a period not to exceed eight (8) months, provided however nothing shall be construed to prevent the owner from erecting tents on the lot and to camp overnight in said tents for a period of up to fifteen days. Travel trailers may be placed on the Lots, but the Association may regulate their continued presence by making rules and regulations pertaining to their use.

9. Not more than one single family residence shall be erected on a lot. Residences, shall contain a minimum of 480 square feet on the first floor excluding basement, garage, porch, carport, deck, and overhanging eaves. Cabins or second homes, not intended for year round use, shall contain a minimum of 320 square feet on the first floor excluding basement, garage, porch, carport, deck, and overhanging eaves. Seasonal cabins shall be placed 100 feet or more from the centerline of any roadway unless otherwise approved by the Association. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction.

10. Each lot shall be used for residential or recreational purposes only, and any garage or outbuilding must conform generally in appearance and material with any dwelling on said lot.

Notwithstanding the prior paragraph, the following uses are permitted, subject to applicable state and local laws:

(a) Home occupations conducted by occupant.

(b) Agricultural uses, including incidental uses and the construction of accessory buildings connected with agriculture or the building of a residence, including storage of temporary camping and lawn maintenance equipment. Said accessory building shall not be used for temporary sleeping or camping quarters. Pig pens are not permitted. Operation of any laying hen, broiler houses or other poultry business is prohibited. Pig pens are prohibited.

(c) Not more than one (1) head of livestock per acre shall be permitted per lot, unless otherwise approved by the Board of Directors of the Property Owners Association.

11. The Owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any Lot owned by him. Owners likewise agree to repair and restore promptly to its prior condition any part of a subdivision road damaged by equipment of Owner or his contractor enroute to or from Owner's lot. All lots improved or unimproved, must be maintained by the lot owner in a neat and orderly condition at all times. No garbage, trash or inoperative vehicle

or other debris shall be permitted to accumulate or remain on any lot.

12. Set back lines are shown on plat. These set backs are mandated by Hampshire County. No building shall be erected closer than twenty (20) feet from the property line which adjoins the subdivision road, nor closer than twenty (20) feet to the side or rear property lines. If this paragraph should be found to provide setbacks less than the amount required by the Hampshire County Ordinance, then it shall prevail.

13. All sanitation facilities constructed on any lot shall conform with the regulations of the West Virginia County Health Department. No privies may be constructed and maintained on any Lot. During construction of a house or cabin, portable toilets that are health department approved may be used for a period not to exceed eight months.

14. No building shall be constructed and no well shall be drilled on any lot until a sewage disposal permit has been obtained from the West Virginia Health Department.

15. The Declarant guarantees unto to each Lotowner for a period of thirty (30) days from date of closing, weather permitting, and longer if weather conditions should reasonably require, that the Lot which he or she has obtained shall contain at least one location on same which will be suitable for the installation of a sewage disposal system sufficient to allow at least the installation of a two bedroom dwellinghouse. It is the Lotowner's exclusive duty to obtain a copy of the duly authorized installers from the Hampshire County Health Department, and to have the testing done, at Owner's expense, within thirty (30) days from the date of closing. If the test is run and the results do not meet the above expressed standards, Declarant shall have the right to independently test the Lot within thirty days of receiving a copy of the failed test results from Owner. If weather is a problem, the Declarant shall have as long as reasonably required to complete the independent test. If the Declarant is unable to find a location on the property which will conform to the guarantee set forth herein, then at Owner's option, Owner may receive a refund of his purchase price and closing costs--or if another lot of similar value is available, Owner and Declarant may agree to an exchange. Owner's exclusive remedy is one of the two remedies set forth above. All prospective Owners are provided a copy of this Declaration for their review, and are now notified that in lieu of this guarantee process, they may defer closing for a period not to exceed thirty (30) days, until after they obtain a permit, at their own expense, from the health department.

16. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. All trash, garbage, fuel storage tanks, garden equipment, supplies and stored raw materials must be kept from view of the public. In the event any lot owner shall fail to discharge his aforesaid responsibilities in a manner satisfactory to the Board of Directors of the Property Owners Association, upon majority vote of the Board of Directors, and after fifteen (15) days notice to the Lot Owner, the Association shall have the right, through its agents and employees, to enter upon said lot and perform necessary maintenance repairs (including mowing and removal of grass over 12" high by brush hogging the lot), and restoration, or to remove any offending material or object. Such action shall not be deemed a trespass, and the cost of same when performed by the Association shall be added to and become a part of the assessment to which such lot is subject.

17. The Declarant reserves for its benefit and the benefit of the Association an easement for the installation, erection,

maintenance, operation and replacement of telephone and electric light poles, conduits and related equipment, and/or sewer, gas, telephone, cable t.v., electric and water lines on, over, above, and under a strip of land twenty (20) feet wide along all property lines not serving as the centerline for rights-of-ways, and twenty (20) feet along the outer boundary of all subdivision roadways, in addition to easements reserved by any other instrument duly recorded. Nothing herein shall be construed as creating any duty on Declarant to install or maintain any utility services however, as it is contemplated that actual installation will be made at the expense of the utility and/or the owners. The area reserved for easement installation is the same area shown on the plat for building set back.

18. (1) Each lot owner shall have an unobstructed and right of ingress and egress to and from his lot over the rights-of-ways and roadways as shown on the subdivision plat. The width of all subdivision rights of way is designated on the plat of survey. Most rights of way are forty feet in width, but the access road from W.Va. 5/3 over Peach Lake Drive is sixty (60) feet in width. Reference is made to the subdivision plat for more information. The Property Owners Association shall be responsible for maintenance of the subdivision roads (common elements). Nothing shall require Declarant to install roads to the full width of the easement. Subdivision roads need be wide enough for convenient two way motor vehicle traffic.

(2) Although the road rights of way are 40 feet in width and 60 feet in width, as set forth above, it is understood that the roads have not been widened to their maximum width by the Declarant, and that Declarant is not under any duty to do so. It is further understood that any owner, or his guest or invitee shall have the right to use the road rights of way for horseback riding, provided that if any rider encounters a vehicle, he must yield the right of way to the automobile traffic. Nothing herein is intended to give any Owner of Cabin in the Pines to have free use of all of the subdivision roads of Peach Lake Farms. However, the Owner shall have the right to use Peach Lake Drive, as previously set forth herein.

19. Trees may be harvested and removed from the land only insofar as it is reasonably necessary to clear land for a house, yard and garden.

20. The use of any motorcycle, dirt bike, all terrains vehicles, or other similar motorized conveyance within the subdivision is prohibited.

21. Firearms shall not be discharged within five hundred (500) feet of any dwelling house. Nor shall they be discharged in such a manner that the trajectory of the projectile shall cross any of the subdivision roadways.

22. There are no restrictions on the amount which an Owner may receive from the sale of his Lot.

23. Declarant, or his agent, reserves the right to maintain a sales office and/or, management offices in or on any of the lots so long as the sales promotion is ongoing. The sales office may be a tent, mobile trailer, or other structure of Declarant's choosing, and if desirable, Declarant may move the office from time to time. Declarant reserves the right to place for sale signs on the Lots for so long as he owns same. Until such time as the sales promotion is completed, Declarant reserves the right to place, replace and maintain for sale signs on the common elements of CABIN IN THE PINES.

24. Any mobile or temporary headquarters that are placed on any Lot shall be promptly moved as soon as Declarant has completed the sales promotion.

410

25. The Association, or any Owner, shall have the right to enforce by any proceedings, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or Association or by any Owner to enforce any provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

26. Invalidation of any of the covenants, restrictions or other provisions of this Declaration by judgment or Court Order shall in no wise affect any other provisions, which shall remain in full force and effect.

27. Whenever in this Declaration the context so required, the masculine gender includes the feminine and neuter, singular number includes the plural and the plural number includes the singular.

Dated this the 23 day of November, 1991.

Richard L. Feller  
Richard L. Feller  
Declarant

STATE OF WEST VIRGINIA,

COUNTY OF Hampshire, to-wit:

The foregoing instrument was acknowledged before me this the 23<sup>rd</sup> day of November, 1991, by Richard L. Feller, single.

My commission expires April 10, 1995

Jerry Shingleton  
Notary Public  
JERRY SHINGLETON  
NOTARY PUBLIC  
St. 4, Box 8, Pungtung, WV 26857  
My Commission Expires April 10, 1995

This instrument prepared by Oscar M. Bean, Attorney at Law,  
P. O. Drawer 30, Moorefield, W.Va. 26836.  
\\D1\CABINPIN.COV

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

Be it remembered that on the 30th day of December, 1991, at 3:03 P.,  
this 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. Feller Clerk  
County Commission, Hampshire County, W. Va.

CASIO & HARRIS INC., SPENCER, W. VA. RR. ORDER NO. 05660C-01

mailed: 6-1-12  
CHERYL BIGHAM  
HC64 BOX 1460  
RODNEY, WV 26757-9605

BOOK 507 PAGE 184

**FIRST AMENDMENT TO DEDICATION OF PLAT AND DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, AND RESTRICTIONS OF CABIN IN THE PINES**

THIS FIRST AMENDMENT TO DEDICATION OF PLAT AND DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS is made and granted as of the 1<sup>st</sup> day of January, 2012 by a voting  
majority of the Cabin in the Pines Lot Owners Association of over 60% as required in the Covenants .

**WITNESSETH:**

WHEREAS, on the 23<sup>rd</sup> day of November, 1991, Declarant executed that certain Declaration of the  
Covenants and caused the Declaration to be recorded on the 30<sup>th</sup> day of December, 1991, as  
Document No. 51351, in the Office of the Hampshire County Register of Deeds, commencing at page  
398, covering all of the following real property, to wit:

Cabin in the Pines Subdivision, Lots 1-27, Gore District of Hampshire County West Virginia.

Whereas, Cabin in the Pines Property Owners Association was duly formed by resolution at a  
properly called and held meeting of the Association Lot Owners at which a Quorum was present on  
the 16<sup>th</sup> day of June, 2007. E.I.N # 26-0366947.

Whereas, Article VI Paragraph #1 "This Declaration may be amended only by vote or agreement of  
Owners of Lots to which at least sixty percent [60%] of the votes in the Association are allocated".

NOW THEREFORE, the Declaration is Hereby Amended as follows:

1. Item #20 of Article VIII is amended to read as follows:

20. The use of any motorcycle, dirt bike, all terrain vehicles, or other similar motorized  
conveyance within the subdivision is allowed within any applicable State or local laws.

2. Except as herein expressly amended, the Declaration is hereby ratified and confirmed. This  
Amendment shall be effective as of the date of recording.

In WITNESS WHEREOF, Secretary/Treasurer has executed this First Amendment as of the date and  
year first above written,

Cabin in the Pines Property Owners Association

By: Cheryl Bigham  
Cheryl Bigham, as its Secretary/ Treasurer

State of West Virginia  
Hampshire County Commission Clerk's Office  
5/25/12 @ 3:48 pm

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

Teste Eric W. State Clerk

ERIC W. STATE  
HAMPSHIRE COUNTY 07:48:08 PM  
INSTRUMENT NO 140561  
DATE RECORDED 05/25/2012  
DOCUMENT TYPE COA  
PAGES RECORDED 1  
BOOK-PAGE 507-184  
RECORDING FEE \$5.00  
ADDITIONAL \$6.00