

Del: Nancy Feller 1-26-93

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SHERMAN ESTATES
Dedication of Plat and
Declaration of Protective Covenants,
Conditions and Restrictions

from: Homer L. Feller and Nancy C. Feller, Charles W. Feller and Brenda Feller and Richard L. Feller

to: Sherman Estates 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 Sherman Estates Subdivision, lying and being situate in Sherman District, Hampshire County, West Virginia, and being more fully described on the plat and survey of K. F. SNYDER, .L.L.S., and dated October 17, 1989, and made a part hereof, and recorded in the Clerk's Office of the County Commission of Hampshire County, West Virginia, on Dec. 29, 1989, in Map Book No. 5, page 151, to which reference is hereby made, and said real estate being the same real estate conveyed unto Homer Feller, Charles W. Feller and Richard L. Feller, by deed from Russell Timbrook, et als, dated August 8, 1989, and recorded in the Hampshire County Clerk's Office, in deed book no. 312, page 549.

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 Sherman Estates 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 Sherman Estates Property Owners Association, its successors and assigns.
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.

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3. "Property" shall mean and refer to that certain real property described above.

4. "Lot" shall mean and refer to each of the 39 lots that are any numbered on the plat of survey, shown upon the recorded subdivision plat of the property. The number of lots may not increase except as set forth herein.

5. "Declarant" shall mean and refer to Homer L. Feller, (and his wife, Nancy C. Feller); Richard L. Feller; and Charles W. Feller and Brenda S. Feller, his wife) their heirs, successors, and assigns.

6. "Common Elements" shall mean and refer to the easements reserved for the benefit of the Association, including the 40 foot rights of way for ingress and egress, and the utility easements reserved along the boundaries of each Lot and the subdivision road.

7. "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, but so long as Declarant has Lots for sale within Sherman Estates, Declarant must contribute to the maintenance of the subdivision roads, as agreed upon between Declarant and the Board of Directors.

ARTICLE II- ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Every owner 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. On or before July 1, 1991, or when fifty per cent of the lots have been sold, whichever occurs first, Declarant shall form appoint an initial Board of Directors of three to five persons, who are lot owners, which shall serve until the first meeting of the Property Owners Association. 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; 3. collect the assessment for maintenance of the common elements by immediately mailing an invoice to the owners requiring payment of the assessment on or before August 1, 1990; 4. 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 Sherman Estates, 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 Sherman Estates.
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

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finer 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 of the votes that may be cast for an election of the Board of Directors are present in person or by proxy (i.e. 20% x 39 Lots = 8 Owners as minimum number to be present for a quorum). 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 nor more than sixty 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.

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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 filing 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.

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7. Any other matters the Association deems necessary.

ARTICLE IV BOARD OF DIRECTORS & OFFICERS

2. The Executive Board appoints Officers.
5. Board Members and Officers must be Owners.
6. 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 Sherman Estates 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 Sherman Estates 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

1. Declarant agrees to maintain the common elements until July 1, 1991, at which time the Association shall make the first assessment.

2. After July 1, 1991, 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 Sherman Estates, Declarant must contribute to the maintenance of the subdivision roads, to be agreed upon between Declarant and the Board of Directors.

3. The maximum assessment for upkeep, maintenance, repair and replacement of the common elements is set at one hundred fifty dollars.

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.

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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 $1/39$ (2.564%) of the maintenance expenses of the common expense liability for Sherman Estates.

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 Sherman Estates, 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 by One, yielding a percentage which shall constitute the pro rata liability of each Owner, i.e. if two of the eligible Lots have subdivided their Lots, there would be 41 Lots ($1/41 = 2.439\%$).

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.

Lien for Assessments

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 Hardy 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

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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 of the votes in the Association are allocated (i.e. 60% of 39 Lots is 24 Lots; Thus 24 Lots must vote to approve any amendments to the Declaration at a duly constituted meeting) .

2. No action to challenge the validity of an amendment 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 4.25 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 if applicable, any subdivision control ordinance.

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 Sherman Estates (i.e. if lot

39is subdivided, the new lot created may be named lot 39A).

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 Sherman Estates, just as any other Lot has, but that it must pay its annual pro rata share of the maintenance costs of Sherman Estates as set forth herein. Furthermore said Lot is bound by all of the rules and regulations of Sherman Estates as a Lot of same.

4. 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.

5. 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).

5. 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 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 otherwise approved by the Association. All house trailers must be permanently placed on a block foundation or the foundation must be enclosed by aluminum siding.

6. 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

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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.

7. Not more than one single family residence shall be erected on a lot. Residences, shall contain a minimum of 750 square feet on the first floor excluding basement, garage, porch, carport, deck, and overhanging eaves. Cabins or second homes shall contain a minimum of 500 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.

8. 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.

9. 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.

10. No building shall be erected closer than fifty (50)

feet from the property line which adjoins the subdivision road, nor closer than twenty (20) feet to the side or rear property lines.

11. 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.

12. 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.

13. Declarant guarantees for a period of one year from the date that it: delivers a general warranty deed to Owner, or if Owner is purchasing under installment contract, for a period of one year from the date of the signing of the contract, that at least one location located on each lot sold or conveyed unto Owner will pass a soil percolation test administered by a certified septic tank installer (installer must be approved by the local sanitarian at the Hampshire County Health Department) so that the Owner may obtain a health permit which would enable him to build at least a two bedroom dwelling house on the real estate. Any soil percolation test obtained by Owner shall be at his own expense.

14. 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.

16. 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 fifteen (15) feet wide along

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all property lines not serving as the centerline for rights-of-ways, and fifteen (15) 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.

17. Each lot owner shall have an unobstructed and nonexclusive forty foot right of ingress and egress to and from his lot over the rights-of-ways and roadways as shown on the subdivision plat, and a forty foot right-of-way in width over the private road which leads from the Public across the properties of Glenn Timbrook and Gay Timbrook. The Association shall be solely responsible for maintenance of the subdivision roads, and the Association shall maintain the Access road that crosses Glenn Timbrook and Gay Timbrook's land to the subdivision in common with Glenn Timbrook and Gay Timbrook.

18. 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. No trees may otherwise be harvested or cut.

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

20. 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.

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

22. Declarant 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 Sherman Estates.

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

24. 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.

25. 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.

26. 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 8th day of September, 1990

Homer L. Feller
Homer L. Feller

Nancy C. Feller
Nancy C. Feller

Richard L. Feller
Richard L. Feller

Charles W. Feller
Charles W. Feller

Brenda Feller
Brenda Feller

State of West Virginia,
County of Hampshire, to-wit:

The foregoing instrument dated September 8th, 1990 was acknowledged before me this the 21st day of January, 1993, by Homer L. Feller and Nancy C. Feller, his wife, Richard L. Feller, single, and Charles W. Feller and Brenda Feller, his wife.

My commission expires April 14 2000
Cathy L. Elza
Notary Public

This instrument prepared by
Oscar M. Bean, Attorney
116 Washington St., Drawer 30
Moorefield, W. Va. 26836



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
CATHY L. ELZA
P. O. BOX 204
SPRINGFIELD WV 26763
My Commission Expires Apr 14 2000

BEAN & BEAN
ATTORNEYS AT LAW
116 WASHINGTON STREET
MOOREFIELD, W. VA.

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

Be it remembered that on the 21st day of January 1993, at 3:00 P M., 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.